AGENDA

November 17, 2026
Irondale City Council Meeting - City Council Chambers, City Hall
Regular Council Meeting at 6:00 p.m.

I. Invocation and Pledge of Allegiance

II. Call to Order

III. Roll Call

IV. Approval of Minutes of the Regular City Council Meeting on November 4, 2026.

V. Approval of Current Bills for Payment ($1,134,013.63)

VI. Mayor's Report, Announcements, Special Guest

VII. Councilmembers, Standing Committees, or Special Committee Reports

A. David Spivey (Finance; Planning & Zoning)
B. John London (Parks & Recreation; Public Works)
C. Erin Arnold (Water Department; Library; Education & Youth)
D. Robert Box (Senior Activity Center; Public Safety; Abatement Board)
E. Aaron Sims (Judicial Ordinances; Economic Development; CDA/IDB)

VIII. Public Comments to the Council on Non-Agenda Items

IX. Reports of Boards and Non-Council Committees

X. Council Deliberation on Agenda Items Only

XI. Approval of the Form of the Agenda

XII. Public Comments on Agenda Items Only

XIII. Consent Agenda

1. Resolved, That Resolution 2026-R-258-A amends Resolution 2026-R-258 authorizing Mayor James D. Stewart, Jr., or his designee, to execute an agreement with Placer Labs Inc. in an amount not to exceed $22,750 for marketing intelligence for economic development, events and parks. *(Mayor Stewart)*

2. Resolved, That Resolution 2026-R-262-A amends Resolution 2026-R-262 authorizing Mayor James D. Stewart, Jr., or his designee, to execute a twelve-month agreement with TESSA Commercial Real Estate LLC for the Rails to River planning project in an amount not to exceed $150,000. (*Mayor Stewart*)

3. Resolved, That Resolution 2026-R-263 authorizes Mayor James D. Stewart, Jr., or his designee, to execute a Proposal for Landscape Architecture Services with Gonzalez-Strength & Associates, Inc. for a landscape buffer on property owned by the City between the proposed Costco property and the Bainbridge Trace Subdivision in an amount not to exceed $16,000. (*Mayor Stewart*)

4. Resolved, That Resolution 2026-R-264 authorizes Mayor James D. Stewart, Jr., or his designee, to execute a Proposal for Landscape Architecture Services with Gonzalez Strength & Associates, Inc. for landscape islands along Crestwood Boulevard at the future City Hall in an amount not to exceed $16,500. (*Mayor Stewart*)

5. Resolved, That Resolution 2026-R-265 authorizes Mayor James D. Stewart, Jr., or his designee, to execute a proposal with Charles Williams & Associates, LLC for Architectural & Engineering Services for a City Administration Building in an amount not to exceed 6% of the total construction cost. (*Mayor Stewart*)

6. Resolved, That Resolution 2026-R-266 adopts an Artificial Intelligence Use Policy for the City of Irondale and the administration of the same. (*Mayor Stewart*)

7. Resolved, That Resolution 2026-R-267 authorizes the allocation of public funds to Jefferson County Schools for retention stipends for school principals within the City of Irondale to encourage principal retention. (*Mayor Stewart*)

8. Resolved, That Resolution 2026-R-268 authorizes the donation of $35,229 to Shades Valley High School to be used for educational purposes. (*Mayor Stewart*)

9. Resolved, That Resolution 2026-R-269 authorizes the donation of $20,485 to Irondale Middle School to be utilized for educational purposes. (*Mayor Stewart*)

10. Resolved, That Resolution 2026-R-270 authorizes the donation of $23,749 to Irondale Community School to be utilized for educational purposes. (*Mayor Stewart*)

11. Resolved, That Resolution 2026-R-271 authorizes the donation of $20,537 to Grantswood Community School to be utilized for educational purposes. (*Mayor Stewart*)

XIV. Regular Agenda

12. *Public Hearing* Resolved, That Resolution 2026-R-272 declares the weeds, overgrowth, and noxious vegetable matter located on the premises at 3449 Rock Ridge Circle, Irondale, Alabama 35210 as a public nuisance and orders the abatement thereof. (*Price*)

13. *Public Hearing* Ordained, That Ordinance 2026-30 amends Appendix A—Zoning of the Municipal Code to establish definitions, zoning classifications, conditional-use requirements, operating standards, and enforcement procedures for accessory, micro, medium, and hyperscale data centers. *(Mayor Stewart)*

14. Ordained, That Ordinance 2026-32 amends Chapter 2, Administration, Article II, Boards and Commission, Division 3, Planning and Zoning of the *Municipal Code of the City of Irondale, Alabama* to amend Sec. 2-61 – Planning and Zoning Commission. (*Mayor Stewart*)

15. Discussion concerning School Board member appointment processes.

XV. Executive Session

XVI. Adjournment

MINUTES
November 4, 2026
Irondale City Council Meeting - City Council Chambers, City Hall
Regular Council Meeting at 6:00 p.m.

I. Invocation and Pledge of Allegiance – Pastor George D. Whitlock, III led the invocation and pledge.

II. Call to Order – The meeting was called to order by Council President Spivey at 6:05 p.m.

III. Roll Call

Present
David Spivey, Council President
John London
Aaron Sims
Erin Arnold
Robert Box

IV. Approval of Minutes of the Regular City Council Meeting on October 20, 2026.

Councilor Sims made a motion to approve the minutes from the Regular City Council Meeting on October 20, 2026. The motion was seconded by Councilor Arnold. A vote was held and this motion passed unanimously.

V. Approval of Current Bills for Payment ($805,064.08)

Councilor Box made a motion to approve the bills in the amount of $805,064.08 to be paid. This motion was seconded by Councilor Arnold. A vote was held and this motion passed unanimously.

VI. Mayor's Report, Announcements, Special Guest

VII. Councilmembers, Standing Committees, or Special Committee Reports

A. David Spivey (Finance; Planning & Zoning)
B. John London (Parks & Recreation; Public Works)
C. Erin Arnold (Water Department; Library; Education & Youth)
D. Robert Box (Senior Activity Center; Public Safety; Abatement Board)
E. Aaron Sims (Judicial Ordinances; Economic Development; CDA/IDB)

VIII. Public Comments to the Council on Non-Agenda Items – *None*

IX. Reports of Boards and Non-Council Committees

X. Council Deliberation on Agenda Items Only

The City Council discussed all agenda items.

XI. Approval of the Form of the Agenda

Councilor Box made a motion to add Resolution 2026-R-262 as item number 18 on the Consent Agenda, to renumber the Regular Agenda items as 19 and 20 and that the form of the agenda be approved, as amended. Councilor Sims seconded this motion. A vote was held and this motion passed unanimously.

XII. Public Comments on Agenda Items Only – *None*

XIII. Consent Agenda

Councilor Box made a motion that the Consent Agenda be approved, as amended. Councilor Arnold seconded this motion. A vote was held and this motion passed unanimously.

1. Resolved, That Resolution 2026-R-244 rejects all bids received for the Beacon Park Project and authorizes the City to rebid the project in accordance with state law. *(Mayor Stewart)*

2. Resolved, That Resolution 2026-R-246 authorizes Mayor James D. Stewart, Jr., or his designee, to purchase a Stratton Generator for the Irondale Fire Station No.1 from Advanced Generator Technologies, LLC, in an amount not to exceed $24,150.00, and to execute any other documents necessary to complete the purchase. *(McDaniel)*

3. Resolved, That Resolution 2026-R-247 authorizes Mayor James D. Stewart, Jr., or his designee, to enter into an agreement The Jones Group, LLC to provide government affairs and strategic communication services in an amount not to exceed $6,500.00 per month, for a total amount not to exceed $78,000.00, plus any pre-approved reimbursable expenses, and to execute any documents necessary to effectuate the agreement. *(Mayor Stewart)*

4. Resolved, That Resolution 2026-R-248 declares that the weeds, overgrowth, and noxious vegetable matter on the premises located at 3520 Stonehenge Place, Irondale, Alabama 35210 creates a public nuisance and should be removed from such premises. *(Price)*

5. Resolved, That Resolution 2026-R-249 declares that the weeds, overgrowth, and noxious vegetable matter on the premises located at 3606 Bermuda Drive, Irondale, Alabama 35210 creates a public nuisance and should be removed from such premises. *(Price)*

6. Resolved, That Resolution 2026-R-250 accepts the bid from Empire Pipe & Supply Company, Inc. in the amount of $390,488.73 for the water main extension materials at Mercedes, Belle Ridge and Bainbridge and authorizes Mayor James D. Stewart, Jr., or his designee, to execute any necessary documents with Empire Pipe & Supply Company, Inc. needed to effectuate this bid acceptance. *(Morris)*

7. Resolved, That Resolution 2026-R-251 authorizes Mayor James D. Stewart, Jr., or his designee, to execute a Community Grant Agreement with the Jefferson County Commission in the amount of $1,500 for use at the Irondale Senior Activity Center. *(Wright)*

8. Resolved, That Resolution 2026-R-252 authorizes Mayor James D. Stewart, Jr., or his designee, to execute a Memorandum of Understanding with the Jefferson County Commission for disaster debris removal. *(Mayor Stewart)*

9. Resolved, That Resolution 2026-R-253 designates Leigh Allison, City Clerk, as the Authorized Representative for the filing of unclaimed property claims with the State of Alabama – Unclaimed Property Division on behalf of the City of Irondale and to execute any and all documents on behalf of the City related to such claims. *(Allison)*

10. Resolved, That Resolution 2026-R-254 authorizes Mayor James D. Stewart, Jr., or his designee, to execute vehicle schedules with Enterprise FM Trust, acting through its agent Enterprise Fleet Management, Inc. for the lease of up to 38 vehicles. This Resolution further authorizes Mayor Stewart to surplus the vehicles identified in Exhibit A to the resolution. *(Mayor Stewart)*

11. Resolved, That Resolution 2026-R-255 authorizes Mayor James D. Stewart, Jr., or his designee, to execute an agreement with Warren Averett, LLC in an amount not to exceed $5,000 per month, with a one-time onboarding fee of $6,000, for accounting services for the City. *(Mayor Stewart)*

12. Resolved, That Resolution 2026-R-256 declares certain personal property as not needed for public or municipal purposes and authorizes Mayor James D. Stewart, Jr., or his designee, to dispose of the same via GovDeals. *(Morris)*

13. Resolved, That Resolution 2026-R-257 authorizes Mayor James D. Stewart, Jr., or his designee, to execute a tax abatement agreement with Sandblast by Creative Concepts, Inc. related to the acquisition, development, construction, and installation of a major addition at its existing candy manufacturing facility on land located at 1500 Georgia Road, Irondale, Alabama with a total project capital investment of at least $3,785,000.00. *(Mayor Stewart)*

14. Resolved, That Resolution 2026-R-258 authorizes Mayor James D. Stewart, Jr., or his designee, to execute an agreement with Placer Labs Inc. in the amount of $22,750.00 for marketing intelligence for economic development, events and parks within the City. (*Mayor Stewart*)

15. Resolved, That Resolution 2026-R-259 authorizes the securing of a permanent utility and access easement from Eternal World Television Network, Inc. to the City of Irondale for the installation of a waterline. *(Mayor Stewart)*

16. Resolved, That Resolution 2026-R-260 establishes an internal recycling program for all municipal buildings and at City-sponsored events. *(Arnold)*

17. Resolved, That Resolution 2026-R-261 authorizes the acceptance of the bid from Milam & Co., LLC in an amount not to exceed $2,678,045.00 for the renovations at Beacon Park and

for Mayor James D. Stewart, Jr., or his designee, to execute any documents necessary to effectuate such bid acceptance. (*Mayor Stewart*)

18. Resolved, That Resolution 2026-R-262 authorizes Mayor James D. Stewart, Jr., or his designee, to execute a twelve-month agreement with Tessa Commercial Real Estate for the Rails to River planning project in an amount not to exceed $150,000. (*Mayor Stewart*)

XIV. Regular Agenda

19. *First Reading* Ordained, That Ordinance 2026-30 amends Appendix A—Zoning of the Municipal Code to establish definitions, zoning classifications, conditional-use requirements, operating standards, and enforcement procedures for accessory, micro, medium, and hyperscale data centers. *(Mayor Stewart)*

    Ordinance 2026-30 had a first reading.

20. Ordained, That Ordinance 2026-31 amends Appendix B—Licenses and License Taxes of the Municipal Code to revise business-license requirements and fees for construction and building-trade businesses in accordance with Alabama Act 2026-437, codified as § 11-51-133 of the *Code of Alabama* (1975), and to repeal all ordinances and parts of ordinances in conflict therewith. *(Mayor Stewart)*

    Councilor Sims made a motion that Ordinance 2026-31 be considered read. Councilor Arnold seconded this motion. A vote was held and this motion passed with all councilors voting in favor of the motion.

    Councilor Sims made a motion that all rules that would prevent the immediate consideration of Ordinance 2026-31 be suspended. Councilor London seconded this motion. A roll call vote was held and this motion passed with all councilors voting in favor of this motion.

    Councilor Sims made a motion that Ordinance 2026-31 be adopted. Councilor London seconded this motion. A vote was held and this motion passed with all councilors voting in favor of the motion.

XV. Executive Session

XVI. Adjournment

Councilor London made a motion to adjourn the council meeting. Councilor Sims seconded the motion. The meeting adjourned at 7:17 p.m.

_____
Leigh Allison, City Clerk

Read and approved on the 17th day of November, 2026.

_____
David Spivey, City Council President

Resolution 2026-R-258-A

A Resolution Amending Resolution 2026-R-258 Authorizing the Execution of an Agreement with Placer Labs Inc.

WHEREAS, the City Council of the City of Irondale adopted Resolution 2026-R-258 on November 4, 2026 authorizing an agreement with Placer Labs Inc; and

WHEREAS, the City Council desires to amend Resolution 2026-R-258 to include an updated Exhibit A to the Resolution.

THEREFORE BE IT RESOLVED that Resolution 2026-R-258-A amends Resolution 2026-R-258 authorizing Mayor James D. Stewart, Jr., or his designee, to execute an agreement with Placer Labs Inc. (in substantially the form attached hereto as Exhibit A) in an amount not to exceed Twenty-Two Thousand Seven Hundred Fifty and 00/100 Dollars ($22,750.00) for marketing intelligence for economic development, events and parks, and to execute any documents necessary to effectuate such agreement.

ADOPTED AND APPROVED: This 17th day of November, 2026.

_____
David Spivey, City Council President

APPROVED:

_____
James D. Stewart, Jr., Mayor

ATTESTED:

_____
Leigh Allison, City Clerk

CERTIFICATION

I, Leigh Allison, the City Clerk of the City of Irondale, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on November 17, 2026, as the same appears in the minutes of record of said meeting.

_____

Leigh Allison, City Clerk

EXHIBIT A

PLACER LABS INC.
ORDER FORM

City of Irondale, Alabama	("**Customer**")	Placer Labs Inc.	("**Placer**")
Address:	101 20th Street South Irondale, Alabama 35210	Address:	440 N Barranca Ave., #1277 Covina, CA 91723
		Contact Person	Blake Cairns
Contact Person:	James Stewart	Billing Contact Person:	Jason Tsui
Email:	jstewart@cityofirondaleal.gov	Billing Email*:	billing@placer.ai
Phone:	205-951-1413	Billing Phone*:	415-228-2444 ext 806
Billing Contact Email:	pholloway@cityofirondaleal.gov	*Not for use for official notices.	

1. Services and Fees.

The services provided under this Order Form (the "Services") include:

Services Description	Services Description Detail
Platform Access	Section 2
Esri Basemaps	Section 2
Void Analysis	Section 2
Pi Early Access**	Section 2
Placer Intelligence Data Access Fee	Section 2
Advanced Market Report	Section 2

Subscription Fees Total	**$22,750**

All Fees in this Order Form are shown in US Dollar (USD)
**NOTE: This is a one-time promotional priced offering and Pi Early Access is only for Pi Term defined in Section 4.
The sum of the components may not be equal to the total shown due to rounding; the stated total represents the accurate dollar amount.

2. Services Description.

Placer Venue Analytics Platform
Access to Placer's location analytics platform (the "Placer Platform"). Access to Placer XTRA reports, subject to Scoping and Additional Usage Limitations in Section 3. Placer Platform includes a Default Credit Allocation of 2,000 Credits annually for use with credit-enabled features on the Placer Platform. The Default Credit Allocation is subject to the Placer Credits Additional Terms in Section 8. Additional Credits may be purchased separately.

Void Analysis
Access to the Void Analysis tool.

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Advanced Market Report
Advanced Market Report is an advanced version of the market report in the Placer Platform.

Esri Basemaps
Esri Basemaps is enabled on the Placer Platform . The Esri Basemaps product is subject to the Additional Terms for the Esri Basemaps Enabled Platform outlined herein.

Pi Services

- Functionality. Customer shall receive access to the then-current version of Placer's Pi functionality during the applicable term (the "**Pi Services**"). For purposes of this Order Form, Pi Services consist of the user interface and related functionality made available by Placer within the Placer platform to allow Customer's users to interact with Pi Services.
- Early Access. Until Placer designates Pi Services as generally available, they are provided as a paid early access Service and are not a trial offering. Pi Services exclude future enhancements, versions, modules, features, integrations, connectors, add-ons, agentic workflows or other AI features unless expressly included in a signed order form or amendment. Customer acknowledges that Pi Services are pre-release functionality that remains subject to change, and Placer may modify, suspend, discontinue, limit or replace any Pi Services feature at any time. Placer is not obligated to make Pi Services or any Pi Services feature generally available, and Pi Services may contain errors, limitations, interruptions, or incomplete functionality.
- Usage. Customer may use Pi Services during the applicable term as part of the Services, subject to this Order Form, the Agreement and the AI Addendum attached hereto as Exhibit A. Initially, Customer's use of Pi Services is limited to 200 Queries per month, aggregated across all users. The Query limit resets at the start of each calendar month; unused Queries do not roll over. "**Query**" means each prompt, instruction, request, follow-up, retry, regeneration or other input submitted to or processed by Pi Services. After Pi Services become generally available, Placer may, on thirty (30) days' notice, replace the Query-based usage model with a credit-based usage model if the credit-based model is then generally applied to similarly situated customers purchasing comparable services. Placer's notice will specify the effective date, credit allocation, consumption methodology and reset or expiration rules. On that date, the credit limits will replace the Query limits and the credit limit shall be 800 credits per month for the Pi Term. The credit model and related terms will be consistent with those generally offered to customers of comparable size, scope, service configuration, purchase level and anticipated usage. Changes will not apply retroactively or increase Fees during the Pi Term, and will not entitle Customer to any credit, offset or other adjustment. Placer may institute other reasonable usage limitations during the Pi Term that it generally applies to similarly situated customers or customers using generally available AI features.

3. Permitted Uses and Limitations.

Permitted Uses:
Customer may use Placer Data solely for the following purposes ("**Permitted Uses**"): (a) Customer may use Placer Data for Customer's internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

"**Placer Data**" means the data, information and materials accessible via the Services.

"**Research Data**" means datasets and other materials created by Customer that result in any part from Customer's use of Placer Data:

- Research Data may contain limited excerpts and discrete portions of Placer Data ("Excerpts") so long as: (i) such Excerpts are only supportive of, and do not independently form a substantial part of, the Research Data; (ii) Research Data does not include full copies or substantial portions of Placer Data; and (iii) any such Research Data is distributed

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to no more than a limited number of Customer's clients and prospective clients, including businesses, developers, and site selectors, and is not commercially or generally distributed;

- The Customer may share Research Data with current and potential customers, in marketing materials, or in reports and other City Council materials; provided that the Customer shall cite Placer as a provider of such information (for such purpose only, Placer grants Customer the rights to use the Placer.ai name and logo, provided that any such use of the Placer.ai name and logo must clearly indicate that Placer is the provider of data only, and is not involved in any analysis, conclusion, recommendation); and
- Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data.

No part of the Placer Data or Research Data may be used: (i) in connection with, or to enable development of machine learning, rules engines, or other similar automated processes; or (ii) to train third-party artificial intelligence ("AI") technologies, models, software, platforms or tools including, without limitation, ChatGPT, Bard and similar AI technologies. None of the Placer Data, or any part thereof, may be shared externally with any third-party AI technology service providers unless the third-party AI service providers are contractually prohibited from: (i) using the Placer Data to develop or improve the AI technology, (ii) storing any portion of the Placer Data; and (iii) redistributing any portion of the Placer Data to any third party.

Scoping and Additional Usage Limitations: In addition to and not in replacement of any usage limitations in this Order Form and the Agreement, Customer's access to and usage of the Services and Placer Data is further limited as follows:

- Customer and its authorized users may not share user credentials, logins or Placer Data with any others.
- Customer and its authorized users may not provide access to any third party agents acting on Customer's behalf (including any consultants, contractors, or other agents of Customer) without prior written consent from Placer. Any such approved access may be subject to an additional fee pursuant to a written amendment to this Order Form.
- POI Requests: Annual Maximum of 1040

- Xtra Reports: Quarterly Maximum of 26 credits; Annual Maximum of 104.

4. Term and Termination.

Term:

The Initial Term and any Additional Terms are referred to collectively as the "Term."

- Initial Term: The initial term of this Order Form will begin as of the last signature date set forth below (the "**Effective Date**"), and will continue for 12 consecutive months thereafter (the "**Initial Term**"). Each renewal or additional term, if any, is referred to as "**Additional Term**," and the Initial Term and any Additional Terms are referred to collectively as the "**Term"**.
- Additional Term: This Order Form shall continue on the same terms and conditions set forth herein for additional periods of the same duration as the Initial Term, if mutually agreed in writing by both parties (email would be sufficient).
- Pi Term. Notwithstanding anything to the contrary in the Order Form, Customer's access to Pi Services will begin on Effective Date and will continue for 12 consecutive months thereafter (the "Pi Term"), unless earlier terminated in accordance with this Order Form. The expiration or termination of the Pi Term will not affect Customer's right to access and use any other Services under the Order Form.

Termination:

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- Material Breach: Either party may terminate this Order Form upon thirty (30) days' notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days.
- Suspension: In addition, Placer may immediately suspend Customer's access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.
- Fees: All Fees are non-refundable and in the event of any termination, Customer will pay in full for the Services.

Post -Termination:

- Rights and Licenses: Upon any termination or other expiration of this Order Form all rights and licenses granted to Customer to use the Services and Placer Data shall cease.
- Placer Data: Within ten (10) days after such termination or expiration, Customer will permanently delete or destroy all elements of Placer Data under its control; provided however, Customer shall not be required to immediately purge from its hard-copy, electronic or email files Placer Data that Customer accessed or otherwise used in compliance with the terms of this Order Form or the Agreement which are contained in such hard-copy, electronic or email files (the "Post-Termination Information"), so long as any Post-Termination Information is (x) solely retained for ordinary corporate systems backup, legal or regulatory purposes, (y) not used, copied, distributed or displayed for internal research or marketing or for any other commercial purposes and (z) ultimately deleted in accordance with Customer's data retention policy.
- Research Data: Customer may retain and continue to use and distribute copies of Research Data generated hereunder, provided that any such Research Data containing Excerpts (w) is presented in such a manner that it could not reasonably be decompiled or reverse engineered to extract the underlying Placer Data, (x) is used for Customer's internal, non-commercial business purposes only, (y) is ultimately deleted in accordance with Customer's data retention policy and (z) is otherwise used in accordance with this Order Form and the Agreement.
- Certification: Upon request from Placer, Customer shall certify in writing its compliance with this provision.

5. Invoicing, Payment Terms, and Fee Increases.

Invoicing and Payment Terms:

Placer will invoice Customer as follows for the Initial Term starting on the Effective Date:	Annually (Placer will invoice Customer for the entire Annual Fee promptly after the Effective Date and then annually thereafter)
Customer shall pay all invoices within the following number of days of the invoice date:	30

- Placer will send all billing via electronic invoice to the Customer billing contact email indicated above via NetSuite.
- If Customer believes that Placer has invoiced Customer incorrectly, Customer must contact Placer no later than si xty (60) days after the closing date on the first invoice in which the error or problem appeared in order to receive a n adjustment or credit. Inquiries should be directed to Placer's customer support department at support@placer.ai.
- Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.
- Customer is responsible for all applicable taxes arising directly from the Services other than U.S. taxes based on Placer's net income.

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Fee Increases:

- The Annual Fee for the Initial Term has been based on the metric(s) and scoping in this Order Form, Placer reserves the right to increase the Customer's Annual Fee for any Additional Term if the metric or scope of use has increased.
- Except as specifically provided otherwise in this Order Form, renewal of promotional or one-time priced Fees will be at Placer's applicable subscription pricing in effect at the time of the applicable Additional Term.
- Customer agrees that if any event occurs that will result in a material increase in Customer's usage of the Services (whether due to a merger or acquisition or otherwise), Customer will notify Placer in writing no later than thirty (30) days following the date of such event and Placer reserves the right to increase the Customer's Annual Fee mid-Term accordingly. If such event consists of Customer's merger with or acquisition of another customer of Placer, the Annual Fee increase shall be in an amount no less than the pro-rated annual fee of such other customer.
- Except as specifically provided otherwise in this Order Form, Annual Fees for any Additional Term shall be subject to an increase up to the greater of eight percent (8%) or CPI, unless Placer provides notice of different pricing at least thirty (30) days prior to the applicable Additional Term. Any such increase in Annual Fees will only be effective upon commencement of the Additional Term.

6. Support.

Premier Customer Support

- Regular Meetings with Placer's Customer Success Team
- Live, Virtual Training support

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 A.M. through 5:00 P.M. Pacific Time, with the exclusion of federal holidays. For any such support, Customer shall contact support@placer.ai.

7. Confidentiality.

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

8. Miscellaneous.

Funding Failure Termination Right. If funds for continued payments under this Agreement by the Customer are at any time unavailable or are insufficient for the Initial Term or any Additional Term, through failure of any entity, including the Customer itself, to appropriate such funds, then the Customer shall, within ten (10) days of such determination, provide

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notice to Placer and both Placer and the Customer shall have the right to immediately terminate this Order Form without penalty or further payment by the Customer.

Public Records Laws. Placer acknowledges that if Customer is subject to the applicable public records laws and regulations for Alabama state ("**Public Records Laws**"), that all obligations imposed by this Agreement are subordinate to Customer's obligations under Public Records Laws. Notwithstanding the foregoing, Customer agrees that it will keep Placer's Proprietary Information (including any Placer Data) confidential in accordance with this Order Form and the Agreement unless otherwise required by applicable law, including Public Records Law.

Additional Terms For the Esri Basemaps Enabled Platform. "Customer hereby acknowledges and agrees that access to and use of the Esri Basemaps features in the Placer Platform is subject to the supplemental Terms and Conditions included below (the "**Supplemental T&Cs**"). Customer acknowledges and agrees that the Supplemental T&Cs shall specifically modify, amend and supersede any contrary terms or conditions in this Order Form or the Agreement."

"**Supplemental T&Cs**.

1. Customer hereby disclaims, to the extent permitted by applicable law, Environmental Systems Research Institute, Inc.'s ("Esri") and its licensors' liability for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of the Placer Platform or its components or output therefrom including, but not limited to, liability for use of the Placer Platform or its components or output therefrom in high-risk activities or liability related to any data supplied by Esri.
2. Customer hereby agrees that, at the time of termination of use of the Placer Platform, it shall delete or destroy all elements of data derived from the Placer Platform or its components; provided however, that Customer shall not be required to immediately purge from its hard-copy, electronic or email files any such data which are contained in such files for so long as such data is (i) solely retained for ordinary corporate systems backup, legal or regulatory purposes, (ii) not used for any commercial purposes or monetized in any manner and (iii) ultimately deleted in accordance with its data retention policy.
3. Customer hereby agrees that it shall comply fully with all relevant export control and trade sanctions laws and regulations of the United States, including, but not limited to, the Export Administration Regulations (EAR), including prohibited end users and end uses as referenced in Part 744 of the EAR and all of its relevant supplements including Supplement No. 4 to Part 744 of the EAR(https://www.bis.doc.gov/index.php/documents/regulations-docs/2343-part-744-control-policy-end-user-and-end-use-based-2/file and https://www.bis.doc.gov/index.php/documents/regulations-docs/2347-744-supp-4-6/file); International Traffic in Arms Regulations (ITAR); and the United States Department of Treasury, Office of Foreign Assets Control (OFAC) regulations, and it shall ensure that the Placer Platform, Placer Data and/or any component or output therefrom is not exported, reexported, transferred, diverted, used, or accessed, directly or indirectly, in violation of any United States export control and trade sanctions laws and regulations. When applicable, Customer shall provide Placer with information about its export and distribution activities as may be required for Placer and Esri to meet their respective obligations under the United States export control and trade sanctions laws and regulations.
4. Customer hereby agrees that it shall not remove or obscure any patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to the Placer Platform, any component thereof, any data supplied by Esri, output, metadata file, or online or hard-copy attribution page of any data supplied by Esri with respect to the Placer Platform and/or any component thereof.
5. Customer hereby acknowledges and agrees that Esri and its licensors do not warrant that any data supplied by Esri or its licensors or in the Placer Platform and/or any component thereof will meet its needs or expectations; that the use of the Placer Platform, any component thereof, any data supplied by Esri or its licensors will be uninterrupted; or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on any data supplied by Esri or its licensors in the Placer Platform and/or any component thereof, and Customer should always verify actual

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data supplied by Esri or its licensors in the Placer Platform and/or any component thereof. Any warranty offered by Placer for the Placer Platform, any component or output therefrom and/or any data supplied by Esri or its licensors shall only apply between Placer and Customer. Esri and its licensors do not offer any warranties or indemnities to Customer for the Placer Platform, any component thereof and/or any data supplied by Esri.

6. Customer hereby agrees that it shall not store, or cache, for the purposes of redistributing, or sublicensing content or otherwise using the Placer Platform and/or any component or output therefrom in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable laws or regulations."

Placer Credits Additional Terms

1. Definitions

1.1. "Credits" means units of value consumed when using credit-enabled features that are identified as such on the Placer Platform. Credits have no cash value and are not redeemable. Details regarding credit rates, consumption, and available Credit Packages are available at https://view-su2.highspot.com/viewer/5e7bf30c4048a7c9642a5aabc810353a

1.2. "Default Credit Allocation" means the number of Credits included with a Placer Platform subscription.

1.3. "Credit Package" means a bundle of Credits purchased by Customer pursuant to an Order Form, Amendment, or online terms.

1.4. "Committed Credits" means a Credit Package purchased on an annual subscription basis.

1.5. "Top-Up Credits" means a one-time Credit Package purchased to supplement Customer's Credits.

1.6. "On-Demand Credits" means Top-Up Credits purchased by an authorized administrator of Customer's account through Placer's self-service purchasing interface and paid in advance by credit card at the time of purchase.

1.7. "Credit Balance" means the total number of Customer's unexpired, unused Credits at any given time.

2. General Credit Terms

2.1 Default Credit Allocation. Placer will provision the Default Credit Allocation with the number of Credits specified in the applicable Order Form for no additional fee. The Default Credit Allocation refreshes on each annual anniversary of the Effective Date. Unused Credits from any prior period do not carry over and are forfeited upon refresh.

2.2 Purchasing Credits. Customer may purchase additional Credits at any time via Order Form or Amendment for Committed Credits or Top-Up Credits, or by an authorized administrator of Customer's account purchasing On-Demand Credits through Placer's self-service purchasing interface. All Credit purchases are final and non-cancellable.

2.3 Credit Consumption. Credits are consumed when Customer initiates a credit-enabled action on the Placer Platform. Credit consumption rates are published on the Placer Platform and may be updated by Placer upon no less than thirty (30) days' prior notice via the Placer Platform or email. Rate changes apply to Credits consumed after the effective date of the change. For the avoidance of doubt, rate changes do not alter the number of Credits in Customer's existing Credit Balance. Customer's current Credit Balance is viewable within the Placer Platform. Placer may update the Credits materials referenced in these terms from time to time subject to the notice requirements in this Section to the extent they affect Credit consumption rates.

2.4 Expiration; No Rollover. All Credits expire at the end of the annual period within the Term in which they were allocated or purchased. For multi-year Terms, each twelve (12)-month period is treated as a separate annual period for purposes of Credit expiration. Unused Credits do not roll over and have no cash value. No refunds or compensation will be provided for unused, expired or forfeited Credits. Notwithstanding the foregoing, if Customer terminates the Agreement for Placer's uncured material breach, Placer shall issue a pro-rata refund or credit for any unused Committed Credits or Top-Up Credits purchased by Customer for the then-current annual period.

2.5 No Transfer. Credits are non-transferable and may only be used by authorized users under Customer's account.

2.6 Disputes. Customer must submit disputes via a support request within thirty (30) days. Placer will restore Credits for verified system errors. All other disputes are resolved in Placer's reasonable discretion. Credits are consumed upon initiation of a credit-enabled action and are non-refundable once consumed.

2.7 Restrictions. Placer Data obtained through Credit-enabled features remain subject to all use restrictions in the Order Form and Agreement.

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2.8 Placer Platform Subscription Required. Credits require an active Placer Platform subscription. If Customer's Placer Platform subscription expires or terminates, remaining Credits are forfeited.
2.9 Proration. If the Term is not a full twelve (12)-month period, the Default Credit Allocation and any Committed Credits will be prorated based on the number of full calendar months in that period divided by twelve (12). Partial months are excluded. Prorated Credits expire at the end of the applicable period and do not carry over.

Pi Early Access Additional Terms

a. Any renewal or extension of Pi Services after the Pi Term must be set forth in a signed order form or amendment, and any applicable fees will be invoiced as stated in that order form or amendment.
b. Customer acknowledges this is a one-time priced early adoption promotional offer for Pi Services during the Pi Term and agrees that any renewal pricing for Pi Services or related AI features may include credit-based usage metrics and may differ from the promotional pricing set forth in this Order Form. Customer also acknowledges that full use of certain AI features, when available, including connections outside of Placer's platform, integrations, connectors, add-ons, agentic workflows or others, may require additional fees.
c. For the avoidance of doubt, Customer's access to Pi Services is limited to Pi Term only unless expressly extended in a signed order form or amendment. Nothing in this Order Form entitles Customer to any refund, credit, offset or fee reduction for any Services under the Order Form, or to access Pi Services or successor AI functionality after the Pi Term, except as expressly set forth in a signed order form or amendment.
d. AI Addendum. The AI Addendum attached hereto as Exhibit A is hereby added to this Order Form and incorporated herein.

Notices. All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Trial Offering. If Placer provides Customer with additional Services or Placer Data during the Term and identifies such Services or Placer Data as for evaluation or trial purposes only (a "**Trial Offering**"), access to the Trial Offering is permitted only during the period designated by Placer (or if not designated, 30 days from receipt of access) ("**Trial Subscription Term**"), unless the Trial Offering is earlier terminated as provided below. During the Trial Subscription Term, Customer may only use the Trial Offering for internal evaluation purposes and may not otherwise use or distribute the Trial Offering for any other purposes. Notwithstanding any provision included in this Order Form or the Agreement to the contrary, in respect of the Trial Offering Customer acknowledges and agrees that: (i) either party may terminate the Trial Subscription Term immediately and without liability upon written notice to the other party; (ii) any Trial Offering is provided "as is"; (iii) Placer provides no warranty, service levels or indemnity for any Trial Offering and (iv) Placer's liability related to any Trial Offering will not exceed USD $100. Notwithstanding the foregoing, the Services and Placer Data provided in this Order Form is not considered a Trial Offering.

9. Authorization.

This Order Form is entered into by and between Customer and Placer effective as of the Effective Date. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement attached hereto as Exhibit B (the "**Agreement**"); provided, however, that in the event of any conflict between this Order Form and the

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All rights reserved. This document contains confidential and/or proprietary information belonging to Placer Labs Inc. which may not be reproduced or transmitted in any form or by any means without the express written consent of Placer.

Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

"Customer"	**"Placer"**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date:	Date:

Exhibit A
Placer Labs Inc. AI Addendum

This AI Addendum ("**Addendum**") is between Placer Labs Inc. ("**Placer**") and the customer identified in the document incorporating it ("**Customer**"), and amends the agreement governing Customer's use of Placer's Services (the "**Agreement**"). This Addendum governs AI Features and Outputs and controls over any conflicting Agreement terms. Capitalized terms not defined here have the meanings given in the Agreement.

1. AI FEATURES.
   - "**AI Features**" means features within the Services that use AI, generative technologies, natural language queries or similar functionality to generate responses, analysis, summaries or other content in response to Customer inputs ("**Customer Prompts**").

2. CUSTOMER PROMPTS AND OUTPUTS.
   A. Customer Prompts are Customer Data under the Agreement for all purposes, including intellectual property ownership.
   B. Customer is responsible for Customer Prompts and will not submit any Customer Prompt that (a) violates applicable law or third-party rights or (b) includes sensitive personal data or special category data or other information that Customer is not authorized to provide to Placer.
   C. "**Outputs**" means content generated by an AI Feature in response to Customer Prompts. Outputs may be inaccurate, incomplete, offensive, non-unique, unsuitable for Customer's needs or legal, regulatory or compliance obligations, or based on third-party, public or external information that Placer does not control. Placer makes no warranty regarding Outputs and Customer is solely responsible for reviewing, validating and approving Outputs before use. Customer may use Outputs during the Agreement term solely for Permitted Uses. If an Output includes or is derived from Placer Data, it is Placer Data or Research Data under the Agreement, as applicable.

3. AI FEATURES USE RESTRICTIONS.
   A. Customer will not use AI Features or Outputs: (a) to develop, train, validate, test or improve any AI product, service, model, dataset or technology, except as expressly permitted in an applicable Order Form, or to benchmark or evaluate the AI Features for competitive analysis, external publication or development of a competing offering; (b) to compete with Placer or monitor the availability, functionality, performance, methodology or outputs of the Services for any competitive purpose; (c) to mislead anyone that an Output was solely human generated or approved by Placer; (d) for high-risk activities, including as the sole basis for decisions with legal or similarly significant effects on individuals; (e) to identify, re-identify, track, profile or infer sensitive characteristics of any individual, household or device; (f) to reverse engineer, extract, discover, copy or reconstruct any model, algorithm, system prompt, source code, dataset, methodology or other non-public component of the Services; (g) to circumvent, disable, interfere with or test any safety, security, rate limit, access control or other technical safeguard, except as Placer expressly authorizes in writing; or (h) in violation of the Agreement, this Addendum, or applicable law.
   B. Placer may allow Customer to connect the Services with third-party applications, tools, systems, websites, platforms, services or other products not provided by Placer ("**Non-Placer Applications**") through APIs, webhooks, extensions or other connection methods (collectively, "**Integrations**"). Customer is responsible for its Non-Placer Applications and all activity through its Integrations, including their configuration, security, legality, credentials, actions and compliance with applicable laws and third-party terms. Customer represents that it has all rights, consents and authority necessary to enable each Integration. Placer disclaims liability for Non-Placer Applications and any resulting unauthorized access, use, disclosure, alteration or loss of data, except to the extent directly caused by Placer's breach of the Agreement. If Placer enables Customer to connect a Non-Placer Application to Placer's Model Context Protocol server (the "**Placer MCP**"), Customer instructs and authorizes Placer to make Outputs and Placer Data available to that Non-Placer Application under the Agreement and applicable Order Form. Customer is responsible for all requests and tool calls made through the Placer MCP using Customer's credentials, and such activity remains subject to Customer's account permissions, entitlements, usage limits and applicable fees. Placer may modify the Placer MCP or its support for any Integration and restrict, suspend

or disable any Integration, including the Placer MCP, for security, legal, technical, misuse or operational reasons and does not guarantee any Integration's availability, security, accuracy or interoperability.

C. Customer may share Outputs or other Placer Data externally with or through a third-party AI technology service provider or Non-Placer Application only if the applicable provider is contractually prohibited from: (i) using such data to develop or improve any AI technology; (ii) retaining any portion of such data; and (iii) disclosing or redistributing any portion of such data to any third party.

D. Placer may impose, modify, or enforce usage limits, rate limits, throttling, access controls, or other technical restrictions for AI Features, including limits set forth in an applicable order form or made available in the Services. Customer will not circumvent or attempt to circumvent any such limits or restrictions.

4. DATA HANDLING.

A. Customer instructs and authorizes Placer and its AI Providers (defined below) to process Customer Prompts, Customer Data, and Outputs as set forth in the Agreement and this Addendum and as necessary to provide, secure, support, operate and troubleshoot the Services, including to generate Outputs, prevent abuse, investigate security incidents and misuse, enforce the Agreement and comply with law.

B. Solely for Customer's benefit, Placer may use Customer Prompts, Customer Data and Outputs to configure, improve, train or fine-tune AI Features made available to Customer.

C. Placer may use Customer Prompts and Outputs to improve and develop the Services only in aggregated or de-identified form that does not identify Customer and does not include Customer Confidential Information. Once so aggregated or de-identified, such data is not considered Customer Data.

D. Placer may collect and use usage data and technical metadata related to Customer's use of AI Features, including prompt counts, feature usage, latency, error rates, performance metrics, and similar operational information ("**Usage Data**"), to operate, monitor, evaluate, secure, support and improve the Services. Usage Data does not include the content or substance of Customer Prompts, Customer Data and Outputs, and is Placer's Proprietary Information.

E. Without Customer's prior written consent, Placer will not use Customer Prompts, Customer Data or Outputs to (a) generate outputs for other customers or (b) train, retrain or fine-tune third-party foundation models, general-purpose AI models or AI Features or related models for use by third-parties.

F. Placer may retain Customer Prompts and Outputs during the Term and thereafter in accordance with Placer's standard data retention policy as reasonably necessary to provide, support and secure the Services, comply with law, maintain backup and archival systems, investigate misuse or security incidents, resolve disputes and enforce the Agreement. Placer will protect Customer Prompts and Outputs as Customer Data under the Agreement.

5. THIRD-PARTY AI PROVIDERS.

A. AI Features may use third-party AI models, hosting, inference, content filtering, or related technology ("**AI Providers**"). Placer will ensure AI Providers are subject to contractual obligations for Customer Prompts and Outputs materially consistent with Section 4 (Data Handling). Customer is not required to enter into a separate agreement with any AI Provider unless agreed otherwise in an order form.

B. Placer may limit, suspend or disable any AI Feature if reasonably necessary to address AI Provider unavailability or security, safety, legal, regulatory or technical concerns, and will use commercially reasonable efforts to avoid materially reducing non-AI functionality and restore affected AI Features.

6. IP INDEMNITY.

A. If the Agreement requires Placer to defend or indemnify Customer against third-party intellectual property claims, covered claims include any third-party claim alleging that Customer's use of an Output generated by an AI Feature infringes a third party's copyright (an "**Output Claim**").

B. In addition to the Agreement's exclusions, Placer's obligations for Output Claims do not apply to the extent resulting from Customer: (a) failing to use AI Features or Outputs in accordance with the Agreement or applicable documentation; (b) providing infringing or allegedly infringing Customer Prompts or Customer Data; (c) modifying Outputs or combining them with other materials, where infringement would not have occurred but for the modification or combination; or (d) using any trial, beta, evaluation, preview, or no-charge AI Feature.

C. Output Claims are subject to the Agreement's general liability cap, regardless of any exception or higher cap that may otherwise apply to indemnification or intellectual property claims.

EXHIBIT B
LICENSE AGREEMENT

This License Agreement (this "**Agreement**") is entered into by and between Placer Labs, Inc., a Delaware corporation ("**Placer**"), and the customer ("**Customer**") listed on the order form (the "**Order Form**") entered into by and between Placer and Customer, effective as of the last signature date set forth on the Order Form (the "**Effective Date**"). Unless otherwise defined in this Agreement, capitalized terms herein have the same meaning as in the Order Form.

1. LICENSE

Subject to the terms of this Agreement and the Order Form (including, without limitation, the payment of fees by Customer), Placer hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Services (as set forth in the Order Form) solely for the Permitted Uses (as set forth in the Order Form).

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly, or allow any third party to (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or Placer Data or any software, documentation or data related to the Services or Placer Data; (b) attempt to re-identify any anonymized, aggregated, deidentified, obfuscated, or statistical Placer Data, (c) modify, translate, or create derivative works based on Placer Data (except to the extent expressly set forth as Permitted Use in the Order Form), (d) share Placer Data with, or disclose Placer Data to, or use Placer Data for the benefit of, a third party (except to the extent expressly set forth as Permitted Use in the Order Form), (e) remove any proprietary notices or labels, (f) circumvent any security control or access mechanism for the Services or Placer Data, (g) perform systematic and/or bulk downloads of Placer Data, or web scraping of Placer Data/from the Services, or systematic API calling beyond the minimal amount needed for Permitted Uses, or attempt to reconstruct any portion of Placer Data, (h) use the Services or Placer Data in connection with any products, services, or activities that compete with Placer, or (i) attempt to build a user profile for a given individual or device based on Placer Data, or attempt, facilitate, or encourage others to identify a given individual or user or reconstruct user profiles based on Placer Data. Customer shall not, directly or indirectly, resell, distribute, sublicense, display, or otherwise provide to third parties the Services or any Placer Data or any derivatives of Placer Data, except that Customer may display Placer Data as part of Research Data during the Term. For the avoidance of doubt, and without limiting any other restrictions or obligations set forth in this Agreement, Customer shall not use, license, sub-license or distribute Placer Data or any data derived from Placer Data, for any of the following purposes: (I) in connection with establishing eligibility for employment, health care, credit or insurance; (II) for making decisions solely by automatic means where the decision has a significant effect on the individual to whom the data relates; (III) for any unlawful tracking or unlawful surveillance purposes; or (IV) to market or sell to law enforcement agencies or to any governmental agency to be used for a law enforcement purpose.

2.2 Customer represents, covenants, and warrants that Customer will use the Services and Placer Data and only in compliance with applicable laws and regulations. Furthermore, Customer will ensure all access to Placer ("log in") shall be done using email addresses of Customer's email domain, and never any personal email addresses. Although Placer has no obligation to monitor Customer's access to and use of the Services or Placer Data Placer may do so and may prohibit any access or use it believes may be (or alleged to be) in violation of the foregoing.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services and Placer Data, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "**Access Equipment**"). Customer shall also be responsible for maintaining the security of the Access Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Access Equipment with or without Customer's knowledge or consent.

2.4 Customer shall maintain information security measures to safeguard Customer's Access Equipment and Placer Data in Customer's possession, including appropriate physical, technical, and organizational measures to ensure the security of such data. Such measures shall include, but not be limited to, the highest degree of care that Customer utilizes to safeguard its own sensitive data, which shall be no less than industry standard security measures in any event.

2.5 Customer shall maintain accurate and complete records relating to its use of Placer Data during the Term and for a period of one (1) year thereafter. Placer or its designee(s) may, at any time upon not less than ten (10) business days' notice to Customer, examine such records of Customer (and its affiliates and contractors, if any are permitted to use Placer Data) related to Customer's and any such parties' use of Placer Data ("**Audit**"). Customer will cooperate fully, and cause its affiliates and contractors to cooperate fully, with any such Audit(s) and will provide all records, data, documentation, and other information reasonably requested by Placer. The Audit(s) will be conducted during normal business hours, and at Placer's expense; provided however if such Audit reveals misuse of Placer Data by Customer, then Customer will bear the cost of such Audit, without limiting any other rights or remedies that Placer may have with respect to any such misuse of Placer Data.

3. PROPRIETARY RIGHTS

3.1 Placer shall own and retain all right, title and interest in and to (a) the Services and Placer Data, and all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with supporting the foregoing, and (c) all intellectual property rights related to any of the foregoing. No licenses are granted by estoppel or by implication.

3.2 Customer may provide feedback to Placer in respect of the Services or Placer Data. Feedback may include, without limitation, updates to or corrections of Placer Data (e.g., a retail store may have moved or may have been closed). Placer may use any such feedback to improve the Services or for other purposes, without any obligation to Customer.

3.3 In the course of using the Services, Customer may upload data (e.g., Customer's customer data) to the Services. Such uploaded data is referred to herein as "**Customer Data**". Customer hereby grants Placer a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable and transferable right to use, modify, reproduce, distribute, prepare derivative works of, display and perform Customer Data (including all related intellectual property rights) in an aggregated and de-identified format ("**Anonymized Customer Data**") in connection with the Services. Customer also hereby grants each user of the Services a non-exclusive license to access Anonymized Customer Data through the Services, and to use, modify, reproduce, distribute, prepare derivative works of, display and perform such Anonymized Customer Data as permitted through the functionality of the Services. For clarity, the foregoing license grant to Placer and users of the Services does not affect Customer's ownership of Customer Data. Placer reserves the right to remove any Customer Data and/or Anonymized Customer Data from the Services at any time for any reason. Customer, not Placer, remains solely responsible for all Customer Data that Customer uploads, posts, emails, transmits, or otherwise disseminates using, or in connection with, the Services, and Customer represents and warrants that Customer possesses all rights necessary to provide such Customer Data to Placer and to grant the rights to use such Customer Data as provided herein.

4. WARRANTY AND DISCLAIMER

4.1 Placer shall use reasonable efforts consistent with prevailing industry standards to provide access to the Services and Placer Data. Access may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Placer or by third-party providers, or because of other causes beyond Placer's reasonable control, but Placer shall use reasonable efforts to provide advance notice, by posting in the Services, email, or otherwise, of any scheduled service disruption. PLACER DOES NOT WARRANT THAT ACCESS TO THE SERVICES OR PLACER DATA WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR PLACER DATA.

4.2 Placer Data shall not include (i) any personally identifiable data, including but not limited to, name, email address, address or any other personal identifier ("**Personal Data**"), nor (ii) any sensitive data, including but not limited to Personal

Data relating to social security numbers and other government identifiers, information relating to health or medical conditions, and information relating to sex life or sexual orientation, political opinions, and financial account numbers ("**Sensitive Data**").

4.3 Placer represents and warrants that to its knowledge the Services and Placer Data do not infringe the intellectual property rights of any third party and comply with applicable laws and regulations. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4, THE SERVICES AND PLACER DATA ARE PROVIDED "AS IS" AND PLACER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PLACER DATA ARE COMPILED BASED ON PROPRIETARY ALGORITHMS, AND PLACER DOES NOT WARRANT THAT ALL DATA SHALL BE COMPLETE AND ACCURATE. FURTHER, PLACER MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR PLACER DATA. Without limiting the foregoing disclaimer, Customer acknowledges and agrees that Placer Data consist of and represent the result of statistical inferences. Placer is not a backup service, and Customer is solely responsible for creating any backups of data provided by Placer. Placer is not responsible for decisions made by Customer based on Placer Data.

5. INDEMNITY

5.1 Placer shall defend, indemnify and hold Customer harmless from liability to third parties resulting from infringement by Placer's provision of Placer Data of any United States patent or any copyright or misappropriation of any trade secret. The foregoing obligations do not apply with respect to any portions or components of Placer Data (i) that are created, compiled, or modified by any party other than Placer, (ii) combined with other products, processes, data, or materials where the alleged infringement relates to such combination, (iii) where Customer continues allegedly infringing activity after being notified thereof or after being informed of alternatives that would have avoided the alleged infringement, or (iv) where Customer's use of Placer Data is not strictly in accordance with this Agreement. If, due to a claim of infringement, Placer Data are held by a court of competent jurisdiction to be or are believed by Placer to be infringing, Placer may, at its option (a) obtain for Customer a license to continue using Placer Data or (b) terminate the Order Form and Customer's rights thereunder and provide Customer a refund of any prepaid, unused fees for Placer Data.

5.2 RESERVED.

5.3 The obligations of either party to provide indemnification hereunder is subject to the party seeking indemnification (a) providing the indemnifying party with prompt written notice of any claim, (b) providing the indemnifying party with sole control over the defense and settlement of the applicable claim and (c) reasonably cooperating with the indemnifying party in defending such claim. Subject to the foregoing, the indemnified party may be represented in any proceeding by counsel of its own choosing at its own expense.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THE ORDER FORM, THIS AGREEMENT, THE SERVICES OR PLACER DATA, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR NON-PAYMENT OF FEES, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE ORDER FORM, THIS AGREEMENT, THE SERVICES OR PLACER DATA OR FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY WILL NOT EXCEED THE FEES PAID TO PLACER UNDER THE ORDER FORM DURING THE PREVIOUS TWELVE (12) MONTHS PRECEDING ANY CLAIM GIVING RISE TO ANY LIABILITY HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISIONS, THE FOREGOING LIMITATIONS WILL NOT APPLY TO BREACH OF CONFIDENTIALITY OBLIGATIONS OR BREACH OF LICENSING RESTRICTIONS.

7. EXPORT CONTROL

Customer may not remove or export from the United States or allow the export or re-export of Placer Data, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

8. MISCELLANEOUS

This Agreement includes and incorporates Placer's privacy policy located at https://www.placer.ai/privacy-policy/platform-services-privacy-policy/ (the "**Privacy Policy**"). The Order Form, the Privacy Policy, and all other referenced documents, if any, are integral parts of this Agreement. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Placer's prior written consent. Placer may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Placer in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. This Agreement shall be governed by the laws of the State of Alabama without regard to its conflict of laws provisions. This Agreement shall have the same Term as, and shall terminate or expire concurrently with, the Order Form. The following will survive any termination of this Agreement and Order Form: Sections 2.1, 2.4, 2.5, 3.1, 3.2, 4 through 8 of this Agreement.

Resolution 2026-R-262-A

A Resolution Amending Resolution 2026-R-262 Authorizing the Execution of an Agreement with TESSA Commercial Real Estate LLC

WHEREAS, the City Council of the City of Irondale adopted Resolution 2026-R-262 on November 4, 2026 authorizing an agreement with TESSA Commercial Real Estate LLC;

WHEREAS, the Council desires to amend Resolution 2026-R-262 to include the agreement as an exhibit to the Resolution.

THEREFORE BE IT RESOLVED that Mayor James D. Stewart, Jr., or his designee, is authorized to execute an agreement with TESSA Commercial Real Estate LLC (in substantially the form attached hereto as Exhibit A) in an amount not to exceed Twelve Thousand Five Hundred and 00/100 Dollars ($12,500.00) per month for the Rails to River planning project, and to execute any documents necessary to effectuate such agreement.

ADOPTED AND APPROVED: This 17th day of November, 2026.

_____
David Spivey, City Council President

APPROVED:

_____
James D. Stewart, Jr., Mayor

ATTESTED:

_____
Leigh Allison, City Clerk

CERTIFICATION

I, Leigh Allison, the City Clerk of the City of Irondale, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on November 17, 2026, as the same appears in the minutes of record of said meeting.

_____
Leigh Allison, City Clerk

EXHIBIT A

CONSULTING SERVICES AGREEMENT

RAILS TO RIVER | CITY OF IRONDALE

This Consulting Services Agreement (the "Agreement") is entered into as of _____, 2026 (the "Effective Date") by and between the City of Irondale, Alabama, an Alabama municipal corporation (the "City") and Tessa Commercial Real Estate LLC, an Alabama limited liability company ("Tessa"). The City and Tessa may each be a "Party" and together the "Parties."

1. Services

Tessa will lead and coordinate the Rails to River visioning and conceptual master planning process described in Exhibit A (the "Services"). The Services are planning level only. Tessa may reasonably sequence and refine activities in coordination with, and with the prior approval of, the City, provided that any material change to scope, fee, or schedule requires written approval under Section 7.

2. Term and Schedule

The term begins on the Effective Date and is anticipated to continue for twelve (12) months. The schedule is subject to timely City decisions, stakeholder scheduling, and other matters reasonably outside Tessa's control. Any extension involving active Tessa services must be approved in writing as provided in Section 3. To the extent delays in third-party consultant engagement are beyond Tessa's reasonable control and are not caused by Tessa's acts or omissions, the schedule will be extended by written agreement of the Parties, and the resulting delay will not constitute a breach by Tessa. No schedule extension will by itself entitle Tessa to additional compensation. Any resulting additional fees remain subject to advance written approval under Sections 3 and 7.

3. Fees and Payment

The City will pay Tessa a fixed fee of $150,000, billed in twelve (12) monthly installments of $12,500. Tessa will invoice monthly in arrears. Each invoice will be issued after the end of each month for the fixed-fee installment allocated to the immediately preceding month, will include a summary of the Services performed during that month, and will be due within thirty (30) days after the City's receipt of a complete and proper invoice. The first invoice will be issued after the end of the first full month following the Effective Date.

The following fees apply only if authorized in writing by the City before the additional work begins:

- Additional charrette or community work session: $2,500 per event, plus approved consultant and event costs. This fee applies only to work beyond the base scope in Exhibit A, with no duplicate billing.
- Additional active project month after the initial twelve-month term: $12,500 per month. An "active project month" is an authorized month after the initial twelve-month term in which Tessa performs substantive continuing Services identified in an advance written extension scope, such as project-team coordination, City or stakeholder meetings, review of consultant submissions for coordination purposes, or preparation, revision, or presentation of project deliverables. Tessa will include a brief summary of activities with the monthly invoice. No extension fee will be earned without the City's advance written authorization under Section 7. No extension fee will be payable for any month in which the extension is attributable to Tessa's delay or failure to perform.
- Additional focus-area plans, specialty services, or other work outside Exhibit A: separately scoped and priced, and payable only if approved in advance in writing under Section 7.

Tessa may suspend Services upon fifteen (15) days' written notice if an undisputed invoice remains unpaid more than sixty (60) days after its due date and the City fails to pay the undisputed amount within such fifteen-day notice period.

4. Specialty Consultants and Expenses

The City will contract directly with and pay the architect, civil engineer, and all other third-party vendors and specialty consultants required for the project. Tessa will assist with selection, scope and fee coordination and will coordinate their work as part of the Services. These parties will not be subcontractors of Tessa. Tessa will not be responsible for their professional errors or omissions but will be responsible for its own acts and omissions, and will use reasonable care in coordinating the project team and communicating to the City promptly and in writing any material issues that come, or in the exercise of reasonable care should have come, to Tessa's attention in performing the Services.

Travel, printing, venue, survey, data, and other out-of-pocket expenses are not included unless specifically stated in Exhibit A. No reimbursable expense will be incurred for the City without advance written approval, and the City will have no obligation to reimburse any expense not approved. Approved expenses will be billed at actual cost without markup and supported by receipts or other reasonable documentation.

5. City Responsibilities

The City will designate a project representative authorized to provide direction and consolidated comments. The City will also use reasonable efforts to provide timely access to relevant records, properties, staff, stakeholders, and existing data within the City's possession or control; coordinate required City approvals; contract directly with and pay third-party vendors and specialty consultants; and review submissions within a reasonable time. Tessa may reasonably rely on information supplied by the City without independent verification, except that Tessa will promptly notify the City of any errors, inconsistencies, or omissions that Tessa discovers.

6. Standard of Care; No Guarantee

Tessa will perform the Services with the degree of skill, care, and diligence ordinarily exercised by qualified, experienced consultants providing similar services for public entities, and in compliance with all applicable laws. The Services are advisory and conceptual. Tessa does not warrant any particular approval, funding, acquisition, development, economic, market, regulatory, or implementation outcome.

7. Changes and Additional Services

Either Party may request a change. Tessa will not begin work that materially changes the scope, fee, or schedule until the Parties approve it in writing. Email approval by the City's designated project representative is sufficient for an additional event or other change within the representative's documented delegated authority and that does not require formal City Council action; any change including additional expenses requires Council action and is effective only after that action. The City will have no obligation to pay for any work performed without the written approval required by this Section.

8. Work Product and Use

The City will own the final reports, presentations, plans, and other project-specific deliverables created under this Agreement, including drafts and data compiled for the project, (the "Work Product") upon creation, subject only to the City's payment of undisputed amounts for the Services to which the Work Product relates. Tessa and its consultants retain ownership of their preexisting materials, methods, templates, know-how, and working files. Tessa grants the City a perpetual, irrevocable, royalty-free, nonexclusive license to use, reproduce, and modify any such embedded materials solely as part of the Work Product.

The Work Product may be used by the City for any lawful public purpose, including implementation, grant applications, and future planning, design, and development of the corridor. Tessa is not responsible for changes made without its written consent or for reuse on another project. The City may publicly share final Work Product, but draft materials should not be represented as final.

9. Confidentiality and Public Records

Each Party will use reasonable care to protect nonpublic information received from the other and will use it only for this project. This obligation does not apply to information already known, independently developed, publicly available, or lawfully received from another source. The Parties acknowledge that the City is subject to applicable public-records laws and nothing in this Agreement will restrict the City's compliance with those laws. The City will use reasonable efforts to provide notice to Tessa, when legally permitted and practicable, before disclosing material Tessa clearly marks and identifies as confidential or proprietary, but the City will have no liability for any disclosure it reasonably believes is required by law.

10. Independent Contractor; Compliance

Tessa is an independent contractor and has no authority to bind the City. Nothing in this Agreement creates an employment, partnership, joint venture, agency, or third-party beneficiary relationship. Each Party will comply with laws applicable to its performance. Tessa will maintain required business licenses, including a City of Irondale business license, and comply with applicable Alabama E-Verify requirements and nondiscrimination requirements. Tessa represents that it has no interest, and will not acquire any interest, that conflicts with its performance of the Services, and will disclose to the City in writing any real estate brokerage, ownership, or other financial interest that Tessa or its principals hold or acquire in property within the project area during the term.

11. Insurance, Indemnification, and Liability

During the term (and, for professional liability coverage, for two (2) years thereafter), Tessa will maintain general liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate, workers' compensation as required by law, automobile liability with limits of not less than $1,000,000 combined single limit, and professional liability insurance with limits of not less than $1,000,000 per claim, and will provide certificates of insurance before beginning the Services. The general and automobile liability policies will name the City, its elected officials, officers, and employees as additional insureds.

Tessa will indemnify, defend, and hold harmless the City and its elected officials, officers, employees, and agents from and against all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, or omissions, willful misconduct, or breach of this Agreement by Tessa or anyone for whom Tessa is responsible.

Neither Party will be liable to the other for consequential, incidental, special, exemplary, or punitive damages arising from this Agreement.

12. Termination

The City may terminate this Agreement for convenience upon fifteen (15) days' prior written notice. Either Party may terminate for a material breach that remains uncured for fifteen (15) days after written notice, except that the cure period will be extended by up to an additional thirty (30) days if the breach cannot reasonably be cured within fifteen days and the breaching Party begins and diligently continues the cure.

Upon termination, the City will pay Tessa the unpaid fixed-fee installments accrued through the effective termination date under Section 3, prorated for any partial month and for Services actually performed, together with fees for authorized additional Services actually performed, authorized expenses incurred, and noncancelable commitments approved in advance in writing by the City and made through the effective termination date, less any amounts owed by Tessa to the City. Tessa will within ten (10) days deliver all completed and partially completed Work Product, including working data compiled for the project, after payment of undisputed amounts due. No fixed-fee installments attributable to periods after the effective termination date will become due solely because of termination.

13. Force Majeure

Neither Party is responsible for delay caused by events beyond its reasonable control and without its fault or negligence, including severe weather, natural disaster, labor disruption, governmental action, or utility or technology failure. The affected Party must give prompt written notice and use diligent efforts to resume performance. The schedule will be equitably adjusted without additional compensation.

14. Notices

Notices under this Agreement must be in writing and delivered personally, by nationally recognized overnight carrier, or by email with confirmation of receipt, to the contacts below or to any replacement contact designated in writing.

CITY OF IRONDALE:

Attn: James D. Stewart, Jr., Mayor;

Address: 101 20th Street South, Irondale, Alabama 35210

Email: jstewart@cityofirondaleal.gov;

with a copy to:

Attn: April B. Danielson, City Attorney

1801 5th Avenue North, Suite 400, Birmingham, Alabama 35203

Email: adanielson@handfirm.com

TESSA COMMERCIAL REAL ESTATE, LLC:

Attn: Meredith Calhoun

1914 3rd Avenue North, Unit C-1, Birmingham, Alabama 35203

Email: meredith@tessa-cre.com

15. General Terms

This Agreement, including Exhibit A, is the entire agreement concerning the Services and supersedes prior discussions and proposals on the same subject. If there is a conflict, this Agreement controls. Any amendment must be in writing and signed by both Parties, except for approvals expressly permitted by email under Section 7. Neither Party may assign this Agreement without the other Party's written consent, except to a successor in connection with a merger or transfer of substantially all relevant assets. If any provision is unenforceable, the remaining provisions remain effective. A waiver must be in writing and applies only to the specific instance stated. This Agreement may be signed in counterparts and by electronic signature.

Alabama law governs this Agreement, without regard to conflict-of-laws principles. Any action concerning this Agreement must be brought in a court of competent jurisdiction in Jefferson County, Alabama, Birmingham Division.

Tessa affirms for the duration of the Agreement that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed to be in breach of the Agreement and shall be responsible for all resulting damages.

[Signature page to follow.]

AGREED AND ACCEPTED:

CITY OF IRONDALE, ALABAMA	**TESSA COMMERCIAL REAL ESTATE, LLC**
BY: _____	BY:_____
NAME: James D. Stewart, Jr.	BY: Meredith Calhoun
TITLE: Mayor	TITLE: CEO and Qualifying Broker
DATE:_____	DATE: _____

EXHIBIT A — SCOPE OF SERVICES

1. Project Purpose

Develop a coordinated vision plan for the approximately 5.1-mile corridor extending from the downtown Irondale railroad crossing along Grants Mill Road to the Cahaba River. The project also includes a specific vision and use plan, with renderings, for downtown properties owned by the City. At kickoff, Tessa and the City will confirm the study boundary and two priority focus areas, including the downtown City-owned sites identified in the proposal dated October 27, 2026.

2. Tessa's Role

- Lead the overall planning process and coordinate the consultant team.
- Serve as the City's primary liaison for the project.
- Assist the City with architect, civil engineer, and other third-party vendors and specialty consultant selection and scope coordination.
- Organize business, neighborhood, City staff, and other stakeholder participation.
- Provide regular project coordination and coordinate development of the deliverables below.
- Review third-party consultant agreements and invoices for accuracy and recommend them to the City prior to submission for execution or payment; final approval of all consultant agreements and invoices rests solely with the City.
- Provide the City with written monthly progress reports describing work completed, upcoming tasks, and any schedule or budget issues.

3. Base Scope and Deliverables

- Confirm the corridor boundary and two priority focus areas at kickoff.
- Up to two City coordination meetings per month during the initial twelve-month term.
- Two charrettes or community work sessions, including Tessa's planning and facilitation services. Specialty consultant participation will be addressed in each consultant's City-approved scope.
- An illustrative corridor vision and conceptual plans for two priority focus areas.
- Downtown redevelopment and land-use recommendations.
- Planning-level connectivity, public-space, and infrastructure concepts.
- A concise final report and presentation with phased implementation priorities.
- Two rounds of consolidated City comments on the draft plan.

The drawings, alternatives, visualizations, and final renderings prepared by specialty consultants will be defined in their separate City-approved proposals.

4. Schedule

Anticipated duration: twelve (12) months from the Effective Date, subject to City decisions, stakeholder scheduling, and other matters outside Tessa's reasonable control. Tessa and the City will establish a working schedule within thirty (30) days after kickoff, which will be subject to the City's approval. The consultant dependencies and delay provisions in Section 2 apply to this schedule and the deliverables in this Exhibit. Any additional active project month requires advance written approval under Sections 3 and 7.

5. Exclusions

Unless separately authorized in writing, the Services do not include: detailed architectural, engineering, landscape, or construction design; permitting, surveys, environmental or other specialty studies; property acquisition, appraisal, owner outreach, relocation, or negotiation services; brokerage, financing, construction administration, or implementation services; additional focus-area plans, detailed feasibility studies, or services beyond the deliverables stated above. Tessa will not provide brokerage services to any party with respect to property in the project area during the term without the City's prior written consent.

6. Fee Summary

Tessa project leadership and coordination: $150,000 / 12 months; $12,500 monthly fixed installments in arrears under Section 3.

Architect, civil engineer, and other third-party vendors and specialty consultants: Separate City contracts and fees; City approval required.

Two charrettes / community work sessions: Included in Tessa fee; consultant participation per approved consultant scopes.

Additional charrette / work session: $2,500 Tessa fee per event, plus approved consultant and event costs; advance written approval required.

Additional active project month: $12,500 per month with advance written City approval; active project month as defined in Section 3.

Additional focus-area plans or specialty services: Separately scoped, priced, and approved in advance in writing.

RESOLUTION 2026-R-263

Authorizes the execution of a Proposal for Landscape Architecture Services with Gonzalez-Strength & Associates, Inc. for a Landscape Buffer on the City Property Between the Proposed Costco Property and the Bainbridge Trace Subdivision

BE IT HEREBY RESOLVED by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present that Mayor James D. Stewart, Jr., or his designee, is hereby authorized to execute a Proposal for Landscape Architecture Services in an amount not to exceed $16,000 with Gonzalez-Strength & Associates, Inc. in substantially the form attached hereto as Exhibit A for a landscape buffer on property owned by the City of Irondale that lies between the proposed Costco property and the Bainbridge Trace Subdivision.

ADOPTED & APPROVED: This 17th day of November, 2026.

_____
David Spivey, City Council President

APPROVED:

_____
James D. Stewart, Jr., Mayor

ATTESTED:

_____
Leigh Ann Allison, City Clerk

CERTIFICATION

I, Leigh Ann Allison, the City Clerk of the City of Irondale, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on the 17th day of November, 2026, as the same appears in the minutes of record of said meeting.

_____
Leigh Ann Allison, City Clerk

Exhibit A

GONZALEZ - STRENGTH & ASSOCIATES, INC.
an LJA company

Civil & Transportation Engineering • Land Surveying • Land Planning
Landscape Architecture • Pipeline Engineering & Surveying

PROPOSAL

October 13, 2026

Mayor James D. Stewart
City of Irondale, AL
PO Box 100188
101 20th St. South
Irondale, AL 35210

Re: Revised Proposal for Landscape Architecture Services
City of Irondale – Landscape Buffer Between proposed Costco & the Bainbridge Neighborhood
Job # 26-0534

Dear Mayor Stewart:

We sincerely appreciate this opportunity to provide Landscape Architecture services for the above referenced project. We propose the following scope of services and corresponding fees in accordance with the executed *Professional Services Agreement* (PSA) dated 3/17/2026. It is our understanding you would like to have a Landscape Buffer between the proposed Costco and the Bainbridge Neighborhood.

SCOPE OF SERVICES

LANDSCAPE ARCHITECTURE SERVICES

1. **Site Analysis and Base Sheet**
   GSA will visit the site to document the existing plant material and features along Grants Mill Road. We will prepare a base sheet that includes our site visit information along with general location of the following:
   - Costco & Mercedes Benz Dealership
   - Grants Mill Road
   - Significant Tree Cover & Potential Areas to Landscape
   - Power lines and known utility location
   - Topography

   Deliverables: Site Analysis on Base Sheet

2. **Landscape Plans**
   GSA will provide a Landscape Plans, Details, Plant List, and Cost Estimate. This information will be used for the installation of plant materials.

   Deliverables: Landscape Plans, Details, and Plant List
   Cost Estimate

   Meeting: One (1) Review Meeting with Client

NOTE: Additional Meetings, Construction Administration, or Site Visits beyond those listed above will be billed on an hourly basis.

Fees:	**Lump Sum Amts.**
Task 1: Site Analysis and Base Sheet	**$ 6,000.00**
Task 2 : Landscape Plans	**$10,000.00**
TOTAL FEES	**$16,000.00**

Exclusions
For ALTA/ACSM Asbuilt or Topographic Surveys, the above price includes addressing one round of Attorney comments and one version of the Title Policy. Additional comments or versions of the Title Policy shall be charged as "Additional Services" in accordance with the rate schedule attached.

Land surveying services do not include title searches or title commitments. All utilities, easements, utility right of ways, restrictions, covenants, and related items shown on the survey are subject to field verification by the appropriate utility company, owner provided title commitment, and underground exploration.

Land Planning, Surveying Engineering, and Landscape Architecture fees do not include the following EXCEPT as specified in the previous sections:
Building permit fees, filing fees, inspection fees, plan review fees, submittal fees, legal advertisements, tap fees, hard-scape design, irrigation plan, septic system design, percolation testing, health department submittal and/or plan, landscaping plan, construction observation and report, construction staking, excavating utilities to determine exact elevation, title commitments, estimate of probable cost, lift station design, D.O.T. Drawings and Permitting, N.P.D.E.S. Permitting, permitting fees, bid documents, construction administration, shop drawings reviews / approvals, change order reviews, rare and endangered species investigation, flood study, FEMA map amendments, renderings, retaining wall design, soils testing, slope design and/or stability analysis, pavement design, geotechnical investigation, structural design, NPDES storm water testing, subdivision plat, record map, traffic study, traffic control plan, off-site utility design, wetlands delineation, wetlands mitigation, rezoning/variances request, attendance or participation in public hearings, additional services, related reimbursable items, and any other items not specifically mentioned in this proposal.

Hourly Additional Services
Hourly items of work and any additional services performed outside the scope of this proposal may be billed on an hourly basis in accordance with Attachment B of the *Professional Services Agreement* (PSA). ***Survey Crew time will be billed from Portal to Portal.***

Proposal shall be valid for a period of Six (6) months if not signed and accepted.

This proposal has been prepared with the understanding that the selection of our firm to perform these professional services is based upon the qualifications and experience of Gonzalez-Strength & Associates, Inc., and not solely upon the fee for services proposed. We will gladly address any questions regarding the technical scope, and/or schedule of fees for this proposal. We will begin our services upon receiving the signed proposal. You may authorize us to proceed with our services by your signature in the space provided below.

Sincerely,



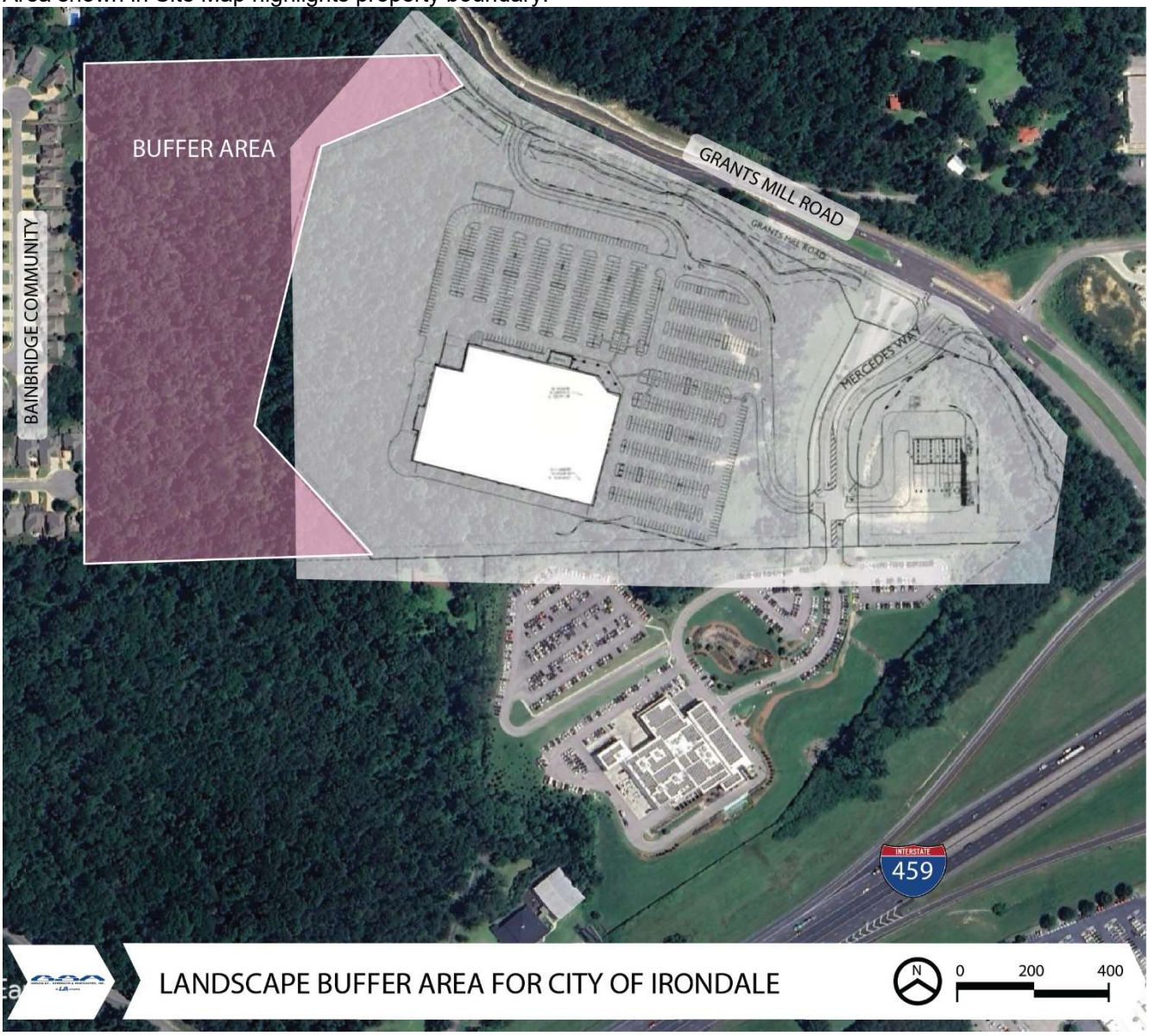
Robbin Gregory, PLA, ASLA, Director of Planning
For Gonzalez-Strength & Associates, Inc.
1550 Woods of Riverchase Drive, Suite 200
Birmingham, AL 35244
205.942.2486

Encl: Site Map

Job # 26-0534

Site Map

*Note: Location of the Buffer area to be determined during survey.
Area shown in Site Map highlights property boundary.



The Terms of this proposal are accepted on this_____ day of____, 20___.

_____

Client Signature *Title*

Preferred Payment Method: ___Check ___EFT (Electronic Funds Transfer ___Credit Card

Please print or type the following information for the individual, firm or corporation responsible for payment.

_____

Company (Individual, Firm or Corporate Body Name)

_____

Client or Client's Authorized Representative Name

_____

Street Address

_____

City *State* *Zip Code*

_____

Phone Number *Fax Number*

If you would like your invoices sent by e-mail, please complete the following:

_____

E-Mail Address *Completed By*

For valuable consideration received and to induce Gonzalez-Strength & Associates, Inc. to extend credit to the above named customer, the undersigned, jointly and severally guaranty and promises to pay any and all indebtedness of the above named customer, and does severally agree to pay interest and collection costs on any unpaid balance, according to the Payment Terms herein above. This is a continuing guarantee relating to any indebtedness until such time as the signatories hereto are released in writing by an authorized representative of Gonzalez-Strength & Associates, Inc.

Guarantor: _____ (seal)

Address: _____

_____

Date: _____

ATTACHMENT B
HOURLY RATE SCHEDULE
FOR COMPENSATION, BILLING AND PAYMENT

Principal	$300.00	**Professional Land Surveyor**	$120.00
Senior Project Manager	$210.00	**Survey Crew**	$200.00
Engineering Project Manager	$190.00	**Survey Crew - Overtime**	$225.00
Assistant Project Manager	$180.00	**Drone LiDAR**	$300.00
Project Engineer	$150.00	**Terrestrial Scanner**	$200.00
Graduate Engineer III	$145.00	**Geospatial Service Manager**	$175.00
Graduate Engineer II	$125.00	**Geospatial Technician**	$115.00
Graduate Engineer I	$110.00	**Senior Inspector**	$100.00
Designer III	$150.00	**Inspector – Level II**	$70.00
Designer II	$125.00	**Inspector – Level I**	$60.00
Designer I	$100.00	**Administrative/Courier**	$75.00
Intern	$50.00		
Coordinator	$100.00		
Visualization Director	$180.00		
Director of Planning	$240.00		
Landscape Studio Lead	$150.00		
Landscape Project Manager	$125.00		
Landscape Designer I	$100.00		
Graduate Landscape Designer	$100.00		

Reimbursables and Expenses
All printing, blueprinting, color printing, reproducible mylars or sepias, multiple copying, carrier shipping, faxes, electronic media, travel expenses, lodging, and miscellaneous job-related expenses, plan review fees, filing fees, legal advertisement fees, etc. will be charged at cost plus 10%. Mileage will be billed based on IRS annual standard mileage rates in effect at the time incurred.

Payment Terms
Payments are due upon receipt; invoices are based upon the percentage of work completed. Your obligation to pay for services rendered by Gonzalez-Strength & Associates, Inc. is in no way dependent upon your ability to obtain financing, obtaining approvals from any governmental or regulatory agencies, real estate closing, receipt of payment from other parties or upon your successful completion of the project. If payment due is not received within thirty (30) days from date of invoice, the amounts due shall automatically include a late charge of 1½% per month, calculated from said thirtieth (30th) day. Should Gonzalez-Strength & Associates, Inc. incur any/all fees for collection of payment, the amount owed to Gonzalez-Strength & Associates, Inc. shall include any and all said fees. Failure to make payment within sixty (60) days shall constitute a waiver of the right to dispute the accuracy and appropriateness of the invoice. In addition, Gonzalez-Strength & Associates, Inc. reserves the right to suspend services under this agreement until such time as payment in full for all amounts due for services rendered and expenses incurred has been received.

Credit Card Payments
Gonzalez-Strength & Associates, Inc. will only accept Automated Clearing House (ACH) payments or Credit Card (CC) payments. CC payments will be by phone only and will have a 3% convenience fee added for each invoice that is being paid. No exceptions. We accept VISA, MasterCard, and Discover credit card payments for services billed. If the client wishes to pay only with credit card payments, it will be noted on the account and all invoices will include the 3% convenience fee. If the credit card is charged back, there will be an additional $25.00 finance charge for every charge back that is incurred.

RESOLUTION 2026-R-264

Authorizes the execution of a Proposal for Landscape Architecture Services with Gonzalez-Strength & Associates, Inc. for Landscape Islands along Crestwood Boulevard at the future City Hall site

BE IT HEREBY RESOLVED by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present that Mayor James D. Stewart, Jr., or his designee, is hereby authorized to execute a Proposal for Landscape Architecture Services in an amount not to exceed $16,500 with Gonzalez-Strength & Associates, Inc. in substantially the form attached hereto as Exhibit A for landscape islands along Crestwood Boulevard at the future City Hall site.

ADOPTED & APPROVED: This 17th day of November, 2026.

_____
David Spivey, City Council President

APPROVED:

_____
James D. Stewart, Jr., Mayor

ATTESTED:

_____
Leigh Ann Allison, City Clerk

CERTIFICATION

I, Leigh Ann Allison, the City Clerk of the City of Irondale, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on the 17th day of November, 2026, as the same appears in the minutes of record of said meeting.

_____
Leigh Ann Allison, City Clerk

Exhibit A

GONZALEZ - STRENGTH & ASSOCIATES, INC.
an LJA company

Civil & Transportation Engineering • Land Surveying • Land Planning
Landscape Architecture • Pipeline Engineering & Surveying

PROPOSAL

October 13, 2026

Mayor James D. Stewart
City of Irondale, AL
PO Box 100188
101 20th St. South
Irondale, AL 35210

Re: Revised Proposal for Landscape Architecture Services
City of Irondale – Landscape Islands Along Crestwood Boulevard at the Future City Hall
Job # 26-0535

Dear Mayor Stewart:

We sincerely appreciate this opportunity to provide Landscape Architecture services for the above referenced project. We propose the following scope of services and corresponding fees in accordance with the executed *Professional Services Agreement* (PSA). It is our understanding you would like to have landscape islands along Crestwood Boulevard at the Future City Hall.

SCOPE OF SERVICES

1. **Site Analysis and Base Sheet**
   GSA will visit the site to document the existing plant material and features along Grants Mill Road. We will prepare a base sheet that includes our site visit information along with general location of the following:
   - Crestwood Blvd
   - Future City Hall (provided by Client)
   - Significant Tree Cover
   - Power lines and Major Signage
   - Topography
   - Medians, Islands, & Sidewalks

   Deliverables: Site Analysis on Base Sheet

2. **Landscape Plans**
   GSA will provide Landscape Plans, Details, Plant List, and Cost Estimate. This information will be used for the installation of plant materials.

   Deliverables: Landscape Plans, Details, and Plant List
   Cost Estimate

   Meeting: One (1) Review Meeting with Client & Design Team

NOTE: Additional Meetings, Construction Administration, Bidding, or Site Visits beyond those listed above will be billed on an hourly basis.

Fees:	**Lump Sum Amts.**
Task 1: Site Analysis and Base Sheet	**$ 6,500.00**
Task 2 : Landscape Plans	**$10,000.00**
TOTAL FEES	**$16,500.00**

Exclusions

For ALTA/ACSM Asbuilt or Topographic Surveys, the above price includes addressing one round of Attorney comments and one version of the Title Policy. Additional comments or versions of the Title Policy shall be charged as "Additional Services" in accordance with the rate schedule attached.

Land surveying services do not include title searches or title commitments. All utilities, easements, utility right of ways, restrictions, covenants, and related items shown on the survey are subject to field verification by the appropriate utility company, owner provided title commitment, and underground exploration.

Land Planning, Surveying Engineering, and Landscape Architecture fees do not include the following EXCEPT as specified in the previous sections:

Building permit fees, filing fees, inspection fees, plan review fees, submittal fees, legal advertisements, tap fees, hard-scape design, irrigation plan, septic system design, percolation testing, health department submittal and/or plan, construction observation and report, construction staking, excavating utilities to determine exact elevation, title commitments, estimate of probable cost, lift station design, D.O.T. Drawings and Permitting, N.P.D.E.S. Permitting, permitting fees, bid documents, construction administration, shop drawings reviews / approvals, change order reviews, rare and endangered species investigation, flood study, FEMA map amendments, renderings, retaining wall design, soils testing, slope design and/or stability analysis, pavement design, geotechnical investigation, structural design, NPDES storm water testing, subdivision plat, record map, traffic study, traffic control plan, off-site utility design, wetlands delineation, wetlands mitigation, rezoning/variances request, attendance or participation in public hearings, additional services, related reimbursable items, and any other items not specifically mentioned in this proposal.

Hourly Additional Services

Hourly items of work and any additional services performed outside the scope of this proposal may be billed on an hourly basis in accordance with Attachment B of the *Professional Services Agreement* (PSA). ***Survey Crew time will be billed from Portal to Portal.***

Proposal shall be valid for a period of Six (6) months if not signed and accepted.

This proposal has been prepared with the understanding that the selection of our firm to perform these professional services is based upon the qualifications and experience of Gonzalez-Strength & Associates, Inc., and not solely upon the fee for services proposed. We will gladly address any questions regarding the technical scope, and/or schedule of fees for this proposal. We will begin our services upon receiving the signed proposal. You may authorize us to proceed with our services by your signature in the space provided below.

Sincerely,



Robbin Gregory, PLA, ASLA, Director of Planning
For Gonzalez-Strength & Associates, Inc.
1550 Woods of Riverchase Drive, Suite 200
Birmingham, AL 35244
205.942.2486

Encl: Site Map

Site Map


FUTURE
CITY HALL
GRANTS MILL ROAD
STUDY AREA
CRESTWOOD BLVD
INTERSTATE
20
NEW CITY HALL STUDY AREA
N
0
100
200

The Terms of this proposal are accepted on this_____ day of____, 20___.

_____

Client Signature *Title*

Preferred Payment Method: ___Check ___EFT (Electronic Funds Transfer ___Credit Card

Please print or type the following information for the individual, firm or corporation responsible for payment.

_____

Company (Individual, Firm or Corporate Body Name)

_____

Client or Client's Authorized Representative Name

_____

Street Address

_____

City *State* *Zip Code*

_____

Phone Number *Fax Number*

If you would like your invoices sent by e-mail, please complete the following:

_____

E-Mail Address *Completed By*

For valuable consideration received and to induce Gonzalez-Strength & Associates, Inc. to extend credit to the above named customer, the undersigned, jointly and severally guaranty and promises to pay any and all indebtedness of the above named customer, and does severally agree to pay interest and collection costs on any unpaid balance, according to the Payment Terms herein above. This is a continuing guarantee relating to any indebtedness until such time as the signatories hereto are released in writing by an authorized representative of Gonzalez-Strength & Associates, Inc.

Guarantor: _____ (seal)

Address: _____

_____

Date: _____

ATTACHMENT B
HOURLY RATE SCHEDULE
FOR COMPENSATION, BILLING AND PAYMENT

Principal	$300.00	**Professional Land Surveyor**	$120.00
Senior Project Manager	$210.00	**Survey Crew**	$200.00
Engineering Project Manager	$190.00	**Survey Crew - Overtime**	$225.00
Assistant Project Manager	$180.00	**Drone LiDAR**	$300.00
Project Engineer	$150.00	**Terrestrial Scanner**	$200.00
Graduate Engineer III	$145.00	**Geospatial Service Manager**	$175.00
Graduate Engineer II	$125.00	**Geospatial Technician**	$115.00
Graduate Engineer I	$110.00	**Senior Inspector**	$100.00
Designer III	$150.00	**Inspector – Level II**	$70.00
Designer II	$125.00	**Inspector – Level I**	$60.00
Designer I	$100.00	**Administrative/Courier**	$75.00
Intern	$50.00		
Coordinator	$100.00		
Visualization Director	$180.00		
Director of Planning	$240.00		
Landscape Studio Lead	$150.00		
Landscape Project Manager	$125.00		
Landscape Designer I	$100.00		
Graduate Landscape Designer	$100.00		

Reimbursables and Expenses
All printing, blueprinting, color printing, reproducible mylars or sepias, multiple copying, carrier shipping, faxes, electronic media, travel expenses, lodging, and miscellaneous job-related expenses, plan review fees, filing fees, legal advertisement fees, etc. will be charged at cost plus 10%. Mileage will be billed based on IRS annual standard mileage rates in effect at the time incurred.

Payment Terms
Payments are due upon receipt; invoices are based upon the percentage of work completed. Your obligation to pay for services rendered by Gonzalez-Strength & Associates, Inc. is in no way dependent upon your ability to obtain financing, obtaining approvals from any governmental or regulatory agencies, real estate closing, receipt of payment from other parties or upon your successful completion of the project. If payment due is not received within thirty (30) days from date of invoice, the amounts due shall automatically include a late charge of 1½% per month, calculated from said thirtieth (30th) day. Should Gonzalez-Strength & Associates, Inc. incur any/all fees for collection of payment, the amount owed to Gonzalez-Strength & Associates, Inc. shall include any and all said fees. Failure to make payment within sixty (60) days shall constitute a waiver of the right to dispute the accuracy and appropriateness of the invoice. In addition, Gonzalez-Strength & Associates, Inc. reserves the right to suspend services under this agreement until such time as payment in full for all amounts due for services rendered and expenses incurred has been received.

Credit Card Payments
Gonzalez-Strength & Associates, Inc. will only accept Automated Clearing House (ACH) payments or Credit Card (CC) payments. CC payments will be by phone only and will have a 3% convenience fee added for each invoice that is being paid. No exceptions. We accept VISA, MasterCard, and Discover credit card payments for services billed. If the client wishes to pay only with credit card payments, it will be noted on the account and all invoices will include the 3% convenience fee. If the credit card is charged back, there will be an additional $25.00 finance charge for every charge back that is incurred.

Resolution 2026-R-265

A Resolution authorizing execution of a proposal with Charles Williams & Associates, LLC for Architectural & Engineering Services for a City Administration Building

BE IT HEREBY RESOLVED by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present that Mayor James D. Stewart, Jr., or his designee, is hereby authorized to execute a proposal (in substantially the form attached hereto as Exhibit A) with Charles Williams & Associates, LLC in an amount not to exceed 6% of the total construction costs for architectural and engineering services for a city administration building and to execute any document necessary to effectuate the same.

ADOPTED & APPROVED: This 17th day of November, 2026.

_____
David Spivey, City Council President

APPROVED:

_____
James D. Stewart, Jr., Mayor

ATTESTED:

_____
Leigh Ann Allison, City Clerk

CERTIFICATION

I, Leigh Ann Allison, the City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on November 17, 2026, as the same appears in the minutes of record of said meeting.

_____
Leigh Ann Allison, City Clerk

Exhibit A

Charles Williams & Associates ARCHITECTS

November 17, 2026
Hon. James D. Stewart, Jr.
Mayor
City of Irondale
101 20th Street
Irondale, AL 35210

Re: New Irondale Administration Building
Architectural & Engineering Services
Letter of Proposal

Mayor Stewart,

Charles Williams & Associates, Inc. appreciates the opportunity to provide a proposal for architectural & engineering services for this project. We are excited about the opportunity to serve the board and further strengthen our relationship. This letter of proposal conveys our understanding of the scope, budget and services required.

PROJECT SCOPE

The scope of this project includes comprehensive architectural and engineering services for the design and construction of an approximately 17,000-square-foot administration facility that will accommodate Irondale city administration operations, water department & council chambers. The project site is located at 2000 Crestwood Blvd.

BUDGET

To establish a fee basis for this proposal, We approximate the total cost of construction to be $11,500,000.00. At this point, we stress that this approximation can range between $10M - $13M depending on factors that will only become apparent during the evaluation, design and construction of the facility such as future construction cost, programmatic needs and economic environment. This assumption is based on owner provided information and our current limited understanding of the scope and intent of the project. This approximation of the construction cost is intended to be used solely for the purpose of developing a fee basis for this proposal. Once contracted, we will review and align the scope and budget accordingly throughout the duration of the project.

SERVICES

Our services include the normal architectural basic services as outlined in the typical AIA (American Institute of Architects) Agreement between Owner and Architect. Our services will be provided in phases with cost estimating and design adjustments at each phase to bring the project in on budget.

Schematic Design	10%	60 days
Design Development	15%	60 days
Construction Documents	50%	90 days
Bidding / Negotiation	5%	Owner Driven
Construction Administration	20%	16-18 Months (estimate)
Total	100%	

FEE

In accordance with the Alabama Division of Construction Management (DCM) Basic Fee Schedule, we propose a fee of 6% of the construction cost. As the construction cost is refined throughout the project, our fee will be adjusted proportionally in accordance with the DCM Basic Fee Schedule.

ADDITIONAL SERVICES

Additional Services include any work beyond the defined Basic Services or services that are not yet fully developed in scope. These services will be performed only upon prior written authorization from the Owner. Once authorized, Charles Williams & Associates, Inc. will provide a fee proposal based on the defined scope of work, either as a negotiated lump-sum amount or on an hourly basis in accordance with the attached rate schedule.

Additional services performed by consultants will be invoiced at 1.2 times direct cost. A Not-to-Exceed Allowance of $50,000 has been established to cover such Additional Services.

OWNER PROVIDED INFORMATION

Certain Owner-furnished information may be required to support the successful execution of this effort. These items are typically provided by third-party consultants. We can assist in obtaining proposals for these services and will coordinate with the selected consultant on your behalf. Alternatively, if preferred, we can provide these services as an Additional Service.

Owner-furnished information may include, but is not limited to:

- Existing drawings and documentation
- Topographic, boundary, and utility survey
- Geotechnical engineering report
- Environmental analysis and related services

REIMBURSABLE SERVICES

Reimbursable expenses are in addition to our professional fee and will be billed at 1.2 times direct cost. These may include drawing reproductions, postage, delivery services, outsourced renderings, and travel. Mileage for trips exceeding 40 miles will be invoiced at the standard federal reimbursement rate.

We appreciate the opportunity to provide you with this proposal. If after reviewing you find this agreement acceptable, we will formalize our agreement with the AIA standard Agreement between Owner and Architect. If you have any questions, or concerns regarding this proposal, please do not hesitate to call.

Sincerely,



Charles Williams, AIA, NCARB
Principal
Charles Williams & Associates

Acceptance of this proposal by:

_____

Hon. James D. Stewart, Jr.
Mayor
City of Irondale

RESOLUTION NO. 2026-R-266

A RESOLUTION TO ADOPT AN ARTIFICIAL INTELLIGENCE USE POLICY FOR THE CITY OF IRONDALE

WHEREAS, artificial intelligence, or AI, is a computer tool that can write, summarize, and answer questions; and

WHEREAS, AI can help the City work faster and serve residents better; and

WHEREAS, AI can also make mistakes and can share private information if people use it the wrong way; and

WHEREAS, the City must protect residents' private information and City records; and

WHEREAS, a person, not a computer, must stay responsible for every City decision; and

WHEREAS, the City needs clear rules that are easy to follow and easy to enforce.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRONDALE, ALABAMA, AS FOLLOWS:

Section 1. Policy adopted. The Council adopts the City of Irondale Artificial Intelligence Use Policy attached hereto as Exhibit A and fully incorporated as if set forth herein.

Section 2. Who must follow it. The policy applies to all City employees.

Section 3. Who enforces it. The City Administrator will enforce the policy and keep the list of approved AI tools. The City Administrator is responsible for any training concerning this policy and may approve exceptions to the AI Use Policy in writing.

Section 4. Department heads. Each department head must make sure their staff follows the policy.

Section 5. Sign-off. Every employee must sign the acknowledgment form attached hereto as Exhibit B within 60 days. New employees must sign it before they use any AI tool for City work. The City Clerk, or her designee, will keep the signed forms in each employee's personnel file.

Section 6. Violations. If an employee violates the policy, the City will address such violation under the Personnel Policy Manual.

Section 7. Other policies. If any other City policy conflicts with this one, this policy controls.

Section 8. Yearly Assessment. The City Administrator will assess this policy once a year to evaluate how the policy is working, discuss this assessment with the Mayor, and suggest any changes necessary.

Section 9. Effective date. This resolution takes effect immediately upon adoption by the City Council.

ADOPTED AND APPROVED this 17th day of November, 2026.

_____
David Spivey, City Council President

APPROVED:

_____
James D. Stewart, Jr., Mayor

ATTESTED:

_____
Leigh Ann Allison, City Clerk

CERTIFICATION

I, Leigh Ann Allison, the City Clerk of the City of Irondale, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on the 17th day of November, 2026, as the same appears in the minutes of record of said meeting.

_____
Leigh Ann Allison, City Clerk

Exhibit A

Artificial Intelligence Use Policy

Adopted by Resolution No. 2026-R-266
Effective Date: November 13, 2026

The City of Irondale

Artificial Intelligence Use Policy

1. Purpose. AI can help City employees work faster. These rules keep resident data safe, keep a person responsible for every decision, and protect City records.

2. Who it covers. All City employees doing City work on any device.

3. Key words Defined.

- **AI tool:** Any software that writes, summarizes, answers questions, or makes images, audio, or video for you. Examples: ChatGPT, Microsoft Copilot, Google Gemini, Claude, Perplexity, Canva, and AI features inside other apps.
- **Approved AI Tools List:** The list of AI tools the City Administrator has approved for City work, and the data colors each tool may use.
- **City data:** Any information you have because of your City job.

4. The eight rules.

Rule 1. Use only approved tools. Use only AI tools on the Approved AI Tools List for City work. If a tool is not on the list, do not use it for City work. When using Approved AI Tools, you must use your City account and not a personal account.

Rule 2. Know your data color. All data that you use should be placed in a color in the chart below based upon the type of data. Check the color before you type or upload anything into an AI tool to determine where the data can go.

Color	*What it is*	*Examples*	*Where it can go*
Green	Public information	Posted agendas, press releases, ordinances, general how-to questions	Any tool on the Approved List
Yellow	Internal, not confidential	Draft memos, schedules, budget drafts before release, data with names removed	Only tools marked "Yes" on the Approved AI Tools List (a business or enterprise plan under a City contract)
Red	Confidential	SSNs, birth dates, or addresses tied to a person; utility billing and payment info; personnel, medical, and payroll records; police reports, investigations, and CJIS data; legal advice and open lawsuits; water system controls (SCADA), network maps, passwords, security plans	**Never in any AI tool**, unless the City Administrator approves a specific tool in writing

****NOT SURE OF THE COLOR? TREAT IT AS RED AND ASK YOUR SUPERVISOR. ****

Rule 3. People make the decisions. AI may help you prepare, but a City employee must thoroughly review the facts given by an AI tool and make the final call on all decisions.

Rule 4. Check it before it goes out. You are responsible for everything you send, even if AI helped write it. Check every fact, number, name, date, and citation. If AI helped write any of the items below, a supervisor or department head must approve it by email before you release it. The email is the record of approval. Work done without AI follows the department's usual review.

ITEMS REQUIRING SUPERVISOR APPROVAL

1. Press releases, social media posts, and public notices
2. Reports to the Mayor or City Council
3. Grant applications and financial documents
4. Templates for answering residents. (Once a supervisor approves a template, employees may use it and check each reply themselves.)

Rule 5. AI work may be a City record. Prompts and results used for City business may be public records under the Alabama Open Records Act. Save the final version. Do not delete AI chats to avoid records rules.

Rule 6. Be honest. Never make fake images, voices, or videos of real people. Clearly label any image, audio, or video made by AI. Do not use AI to copy someone else's writing, art, or logo.

Rule 7. Do not buy or install AI on your own for City work. Every AI tool, app, plug-in, or paid plan needs the City Administrator's written approval first before you use it for City work.

Rule 8. Report mistakes fast. If Red data goes into an AI tool, or AI work goes out with an error, email your supervisor and the City Administrator within 24 hours.

5. Enforcement.

A. City Administrator. The City Administrator enforces this policy. The City Administrator:

- Keeps the Approved AI Tools List;
- Approves new tools and exceptions in writing;
- Is responsible for training;
- Investigates reports of violations of the policy and may suspend a person's AI access right away as well as discipline employees for policy violations.

B. Department Heads. Each Department head is responsible for making sure his/her staff is trained and have signed the form. Each Department head is also responsible for their department’s Rule 4 approvals and for the reporting of violations.

C. Monitoring. City accounts and devices may be monitored. Employees should have no expectation of privacy on City accounts and devices.

D. Discipline. Discipline follows the Personnel Policy Manual and the following chart provides discipline instruction.

Level	***Examples***	***Usual response***
1 — Minor	First time, no Red data, no harm. Example: forgot to label an AI image.	Coaching or verbal warning
2 — Serious	Yellow data in the wrong tool, unapproved tool, skipping a Rule 4 approval, a repeat Level 1	Written warning and retraining
3 — Major	Red data in AI, a fake of a real person, letting AI make a Rule 3 decision, hiding a mistake	AI access suspended; discipline up to termination.

6. Exceptions. Only the City Administrator may grant an exception in writing. The City Administrator shall keep a log of every exception.

7. Review. The City Administrator reviews this policy and the Approved AI Tools List at least once a year to evaluate how the policy is working, discusses this assessment with the Mayor, and suggests any changes necessary.

Exhibit B

Employee Acknowledgment Form

The City of Irondale

AI ACCEPTABLE USE POLICY ACKNOWLEDGMENT

I have received and read the City of Irondale AI Acceptable Use Policy.

I agree that:

1. **I am responsible.** I am responsible for all work I send or file, even if AI helped.
2. **I will use only approved tools.** I will use only tools on the Approved AI Tools List, with my City account.
3. **I will protect Red data.** I will never put Red data into any AI tool. Red data includes personal, payroll, personnel, police, legal, and water system information.
4. **I will check my work.** I will check every fact, number, and citation before I share AI-assisted work.
5. **People decide.** I will not let AI make any final decisions.
6. **I will report mistakes.** I will email my supervisor and the City Administrator within 24 hours if I make a mistake with AI or if I learn of a mistake with AI.
7. **I understand the rules on discipline.** Breaking this policy can lead to discipline under the Personnel Policy Manual, up to and including termination.

Employee name (print): _____

Department: _____ Job title: _____

Employee signature: _____ Date: _____

Supervisor signature: _____ Date: _____

Return the signed form to the City Clerk/Human Resources for the employee's personnel file. Signing is due within 60 days of adoption. New hires must sign before using any AI tool for City work.

Resolution 2026-R-267

A Resolution Authorizing the Allocation of Public Funds to Jefferson County Schools for Retention Stipends for School Principals within the City of Irondale to Encourage Principal Retention

WHEREAS, a strong and stable leadership team is essential for the success and growth of educational institutions;

WHEREAS, the role of principal is critical in shaping the academic environment, fostering student development, and maintaining a positive culture;

WHEREAS, retaining experienced and dedicated principals contributes to institutional continuity, improved student outcomes, and effective decision-making;

WHEREAS, the City of Irondale acknowledges the need to provide competitive renumeration to principals to ensure retention to schools within the city; and

WHEREAS, the City of Irondale values education and wishes to encourage principals to remain at public schools within the city of Irondale for multiple academic years through the provision of a retention stipend.

BE IT HEREBY RESOLVED by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present, that the total amount of Twenty Thousand Dollars ($20,000.00) is hereby authorized to be paid to Jefferson County Schools for retention stipends as follows:

$10,000.00 – Mrs. Darlene Douglas, Principal at Grantswood Community School

$10,000.00 – Dr. Marvin Carter, Principal at Shades Valley High School

BE IT FURTHER RESOLVED THAT compliance with Resolution 2026-R-22 is not required for receipt of these funds.

ADOPTED & APPROVED: This 17th day of November, 2026.

_____

David Spivey, City Council President

APPROVED:

_____
James D. Stewart, Jr., Mayor

ATTESTED:

_____
Leigh Ann Allison, City Clerk

CERTIFICATION

I, Leigh Ann Allison, the City Clerk of the City of Irondale, Alabama, hereby certify the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on the 17th day of November, 2026, as the same appears in the minutes of record of said meeting.

_____
Leigh Ann Allison, City Clerk

RESOLUTION 2026-R-268

Authorizes the donation of $35,229.00 to Shades Valley High School for Educational Purposes

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present that the amount of Thirty-Five Thousand Two Hundred Twenty-Nine Dollars ($35,229.00) is hereby given to Shades Valley High School to be utilized for educational purposes.

BE IT FURTHER RESOLVED that compliance with Resolution 2026-R-23 is not required for receipt of these funds.

ADOPTED & APPROVED: This 17th day of November, 2026.

_____
David Spivey, City Council President

APPROVED:

_____
James D. Stewart, Jr., Mayor

ATTESTED:

_____
Leigh Allison, City Clerk

CERTIFICATION

I, Leigh Allison, the City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on November 17, 2026, as the same appears in the minutes of record of said meeting.

_____
Leigh Allison, City Clerk

RESOLUTION 2026-R-269

Authorizes the donation of $20,485.00 to Irondale Middle School for Educational Purposes

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present that the amount of Twenty Thousand Four Hundred Eighty-Five Dollars ($20,485.00) is hereby given to Irondale Middle School to be utilized for educational purposes.

BE IT FURTHER RESOLVED that compliance with Resolution 2026-R-23 is not required for receipt of these funds.

ADOPTED & APPROVED: This 17th day of November, 2026.

_____
David Spivey, City Council President

APPROVED:

_____
James D. Stewart, Jr., Mayor

ATTESTED:

_____
Leigh Allison, City Clerk

CERTIFICATION

I, Leigh Allison, the City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on November 17, 2026, as the same appears in the minutes of record of said meeting.

_____
Leigh Allison, City Clerk

RESOLUTION 2026-R-270

Authorizes the donation of $23,749.00 to Irondale Community School for Educational Purposes

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present that the amount of Twenty-Three Thousand Seven Hundred Forty-Nine Dollars ($23,749.00) is hereby given to Irondale Community School to be utilized for educational purposes.

BE IT FURTHER RESOLVED that compliance with Resolution 2026-R-23 is not required for receipt of these funds.

ADOPTED & APPROVED: This 17th day of November, 2026.

_____
David Spivey, City Council President

APPROVED:

_____
James D. Stewart, Jr., Mayor

ATTESTED:

_____
Leigh Allison, City Clerk

CERTIFICATION

I, Leigh Allison, the City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on November 17, 2026, as the same appears in the minutes of record of said meeting.

_____
Leigh Allison, City Clerk

RESOLUTION 2026-R-271

Authorizes the donation of $20,537.00 to Grantswood Community School for Educational Purposes

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present that the amount of Twenty Thousand Five Hundred Thirty-Seven Dollars ($20,537.00) is hereby given to Grantswood Community School to be utilized for educational purposes.

BE IT FURTHER RESOLVED that compliance with Resolution 2026-R-23 is not required for receipt of these funds.

ADOPTED & APPROVED: This 17th day of November, 2026.

_____
David Spivey, City Council President

APPROVED:

_____
James D. Stewart, Jr., Mayor

ATTESTED:

_____
Leigh Allison, City Clerk

CERTIFICATION

I, Leigh Allison, the City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on November 17, 2026, as the same appears in the minutes of record of said meeting.

_____
Leigh Allison, City Clerk

Resolution 2026-R-272

A RESOLUTION FOR THE ABATEMENT OF NUISANCE DUE TO WEEDS AND/OR GRASS

WHEREAS, the *Code of Alabama* gives all municipalities the authority to abate weeds on property within their municipal city limits under §§ 11-67-60 through 11-67-67; and

WHEREAS, it has been determined that the property (hereafter subject property) located at the address listed below has an overabundance of grass and/or weeds present thereon:

- **3449 Rock Ridge Circle, Irondale, Alabama 35210**

WHEREAS, the abundance of overgrown grass and/or weeds on the subject property is injurious to the general public health, safety and general welfare by:

(a) providing breeding grounds and shelter for rats, mice, snakes, mosquitoes, and other vermin, insects and pests; or

(b) attaining heights and dryness that constitute a serious fire threat or hazard; or

(c) bearing wingy or downy seeds, when mature, that cause the spread of weeds and, when breathed, irritation to the throat, lungs, and eyes of the public; or

(d) hiding debris, such as broken glass or metal that could inflict injury on a person going upon the property; or

(e) being unsightly; or

(f) growth of grass or weeds, other than ornamental plant growth, that exceeds twelve (12) inches in height; and

WHEREAS, such grass and/or weeds located on the subject property constitutes a threat to the health, safety, and welfare to the citizens of the City of Irondale and must be abated;

WHEREAS, the subject property was declared to be a public nuisance by this City Council through Resolution 2026-R-220 passed by the Council on the 6th day of October, 2026;

WHEREAS, following the passage of Resolution 2026-R-220, the City Council scheduled a public hearing on Tuesday, November 17th, 2026, at 6:00 p.m. in the City Council Chambers to consider evidence, objections, and protests regarding the removal of the weeds on the subject property;

WHEREAS, as required by Alabama Code §11-67-62:

(a) notices of the public hearing were mailed by certified mail, return receipt

requested at least twenty-one (21) days from the date of the public hearing to all property owners of the subject property appearing of record in the office of the tax assessor;

(b) notice of the public hearing was posted in three public places located in Irondale at least twenty-one (21) days prior to the hearing; and

(c) two (2) signs were conspicuously posted on each of the subject property at least seven (7) days prior to the public hearing date;

WHEREAS, the City Council convened for such public hearing at said time and date and heard and considered all evidence concerning the subject property; and

WHEREAS, no objections or protests regarding the proposed removal of the weeds and/or grass on the subject property were filed with and/or presented to the City of Irondale at this public hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRONDALE, ALABAMA, that the public nuisance located on the subject property is hereby ordered to be abated by the City of Irondale, Alabama as provided under Alabama law.

ADOPTED & APPROVED: This 17th day of November, 2026.

_____
David Spivey, City Council President

APPROVED:

_____
James D. Stewart, Jr., Mayor

ATTESTED:

_____
Leigh Ann Allison, City Clerk

CERTIFICATION

I, Leigh Ann Allison, the City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on the 17th day of November, 2026, as the same appears in the minutes of record of said meeting.

_____
Leigh Ann Allison, City Clerk

ORDINANCE NO. 2026-30

AN ORDINANCE TO AMEND APPENDIX A, ZONING, OF THE MUNICIPAL CODE OF THE CITY OF IRONDALE, ALABAMA

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present, as follows:

Section 1. MODIFICATION OF APPENDIX A, ZONING, ARTICLE II, DEFINITIONS. Appendix A, Article II of the Municipal Code of the City of Irondale, Alabama is amended by adding the following definitions:

Appendix A – Zoning

Article II. – Definitions

Section 2:01A. – Accessory data center.

A room, facility, or equipment area that is incidental and subordinate to a lawful principal use on the same lot and that serves only the internal operational, administrative, or technological needs of the occupant of that site. An accessory data center may include a corporate server room, hospital information technology system, educational technology facility, industrial process control system, or business continuity facility.

Section 2:03A. – Aggregate electrical demand.

The total electrical demand of all buildings, phases, equipment, and infrastructure associated with a data center at ultimate build-out. Aggregate electrical demand includes the demand of all related buildings, phases, structures, and facilities located on the same lot or on adjoining or nearby parcels that are under common ownership, development, or operational control, including control by an affiliate, parent, subsidiary, or other related entity, and that are planned, developed, or operated as an integrated or functionally related project. A data center project shall not be divided into separate buildings, phases, parcels, applications, owners, or entities to avoid any classification threshold in this Article.

Section 2:16A. – Closed-loop cooling system.

A cooling system that recirculates water or another coolant within a contained circuit for repeated use without routine discharge to the environment. Initial filling and periodic maintenance, repair, or coolant replacement are permitted, subject to applicable water-use and disposal requirements.

Section 2:16B. – Colocation facility.

A data center in which space, power, cooling, network access, or related infrastructure is leased, licensed, or otherwise made available to more than one unaffiliated customer or tenant.

Section 2:18A – Critical infrastructure.

Systems, facilities, utilities, equipment, and services that are necessary to protect public health, safety, welfare, emergency response, communications, water, sewer, stormwater, transportation, electric service, or other essential public services.

Section 2:19A. – Data center.

A building, room, campus, structure, container, or group of buildings used primarily to house or operate computer servers, data storage systems, networking equipment, telecommunications equipment, power distribution equipment, cooling equipment, generators, batteries, or other equipment used for the storage, processing, management, transmission, or distribution of digital data, including cryptocurrency or digital asset mining, blockchain validation, and similar high-intensity computational operations. The term includes colocation facilities and related accessory structures, utility yards, substations, cooling equipment, fuel storage, and backup power systems, regardless of the label or business purpose applied to the facility. Classification as a Micro Data Center, Medium Data Center, or Hyperscale Data Center shall continue to be determined by the applicable gross floor area and aggregate electrical demand thresholds in this Article.

Section 2:19B. – Daytime hours.

The hours between 7:00 a.m. and 8:00 p.m.

Section 2:39A. – Gross floor area.

For purposes of data center classification, the sum of the floor area of all stories of all buildings, enclosed structures, and modular or containerized enclosures associated with a data center, including basements, mezzanines, and equipment levels, measured from the exterior faces of exterior walls, and not limited to the building footprint. Gross floor area shall be aggregated for all related buildings, phases, structures, and parcels in the same manner as aggregate electrical demand under Section 2:03A.

Section 2:44A. – Hyperscale data center.

A data center with more than 200,000 square feet of gross floor area or more than 30 megawatts of aggregate electrical demand at ultimate build-out.

Section 2:57B. – Micro data center.

A data center with less than 10,000 square feet of gross floor area and less than 1 megawatt of aggregate electrical demand at ultimate build-out.

Section 2:57C. – Medium data center.

A data center with at least 10,000 square feet of gross floor area or at least 1 megawatt of aggregate electrical demand, provided that it does not exceed either 200,000 square feet or 30 megawatts, at ultimate build-out.

Section 2:61A. – Nighttime hours.

The hours between 8:00 p.m. and 7:00 a.m.

Section 2:76A. – Sensitive Receptor.

Any existing or approved land use, facility, area, or environmental resource where people, animals, natural habitats, or ecological systems may reasonably be expected to have an increased sensitivity to noise, vibration, lighting, air emissions, hazardous materials, traffic, thermal impacts, or other operational impacts associated with nearby development. Sensitive receptors include, but are not limited to, residential zoning districts, existing residential dwellings, public and private schools, licensed childcare facilities, public parks and recreational facilities, churches and other houses of worship, hospitals, assisted living facilities, nursing homes, animal shelters, veterinary clinics, veterinary hospitals, facilities that house or care for animals, dog parks, nature preserves, conservation lands, rivers, streams, waterways, wetlands, and similar institutional, civic, educational, recreational, public, animal-care, habitat, conservation, or environmentally sensitive uses, resources, or areas.

Section 2:87A. – Ultimate build-out.

The maximum anticipated square footage, electrical demand, water demand, cooling capacity, battery energy storage capacity, campus acreage, and infrastructure associated with a data center project, including all future phases and expansions and all related buildings, phases, structures, and parcels aggregated under Section 2:03A.

Section 2. MODIFICATION OF APPENDIX A, ZONING, ARTICLE IV, ZONE REGULATIONS, SECTION 4:15. Appendix A, Article IV, Section 4:15 of the Municipal Code of the City of Irondale, Alabama is amended by adding Section 4:15-7(c) as follows:

Appendix A – Zoning

Article IV – Zone Regulations

Section 4:15. – (C-2) Commercial zone regulations.

Section 4:15-7 – Conditional uses.

(c) Micro data centers, subject to Sections 5:28 and 5:31.

Section 3. MODIFICATION OF APPENDIX A, ZONING, ARTICLE IV, ZONE REGULATIONS, SECTION 4:17. Appendix A, Article IV, Section 4:17 of the Municipal Code of the City of Irondale, Alabama is amended by adding Section 4:17-6(c) and (d) as follows:

Appendix A – Zoning

Article IV – Zone Regulations

Section 4:17. – (I-1) Industrial zone regulations.

Section 4:17-6 – Conditional uses.

(c) Micro data centers, subject to Sections 5:28 and 5:31.
(d) Medium data centers, subject to Sections 5:29 and 5:31.

Section 4. MODIFICATION OF APPENDIX A, ZONING, ARTICLE III, GENERAL PROVISIONS. Appendix A, Article III of the Municipal Code of the City of Irondale, Alabama is amended by adding Section 3:48 as follows:

Appendix A – Zoning

Article III – General Provisions

Section 3:48. – Accessory Data Centers.

Accessory data centers are permitted as an accessory use in any zoning district in which the principal use served by the accessory data center is permitted, provided that the accessory data center remains incidental and subordinate to that principal use and complies with all applicable building, fire, electrical, noise, stormwater, and utility requirements.

Section 5. MODIFICATION OF APPENDIX A, ZONING, ARTICLE IV, ZONE REGULATIONS, SECTION 4:18. Appendix A, Article IV, Section 4:18 of the Municipal Code of the City of Irondale, Alabama is hereby amended by adding Sections 4:18-7(b), (c), and (d) as follows:

Appendix A – Zoning

Article IV – Zone Regulations

Section 4:18. – (I-2) Primary industrial zone regulations.

Section 4:18-7 – Conditional uses.

(b) Micro data centers, subject to Sections 5:28 and 5:31.
(c) Medium data centers, subject to Sections 5:29 and 5:31.
(d) Hyperscale data centers, subject to Sections 5:30 and 5:31.

Section 6. MODIFICATION OF APPENDIX A, ZONING, ARTICLE V, SPECIAL USE REGULATIONS. Appendix A, Article V of the Municipal Code of the City of Irondale, Alabama is amended by adding Sections 5:28, 5:29, and 5:30 as follows:

Appendix A – Zoning

Article V – Special Use Regulations

Section 5:28. – Micro data centers.

(1) **Location.** A micro data center may be established only in a C-2 Commercial Zone District, I-1 Industrial District or an I-2 Primary Industrial District after conditional use approval and compliance with this section.

(2) **Application materials.** The applicant shall submit a complete conditional use application, a site development plan in conformance with Section 6:03, electrical and water demand analysis, utility capacity plan, cooling system description, generator, battery and fuel storage specifications, environmental impact statement, emergency response plan, noise mitigation plan, and written confirmation from each applicable utility provider regarding available capacity and required improvements.

(3) **Utility capacity and cost responsibility.** The applicant shall demonstrate to the city's satisfaction that adequate electric, water, sewer, stormwater, transportation, and emergency service capacity exists or will be constructed before operation. All improvements required to serve the data center shall be funded by the applicant or owner. The City reserves the right

to require an applicant to provide certification from the utility company that adequate electrical capacity exists.

(4) **Water and cooling.** A data center shall use a closed-loop cooling system unless the applicant demonstrates that an alternative cooling system will use less potable water than a comparable closed-loop cooling system and will not adversely affect the City's water or sewer systems. No cooling system, including any alternative cooling system and its associated heat-rejection equipment, shall use evaporative cooling. The application shall identify average daily, peak daily, and annual water demand; water source; conservation measures; drought contingency measures; and any proposed reclaimed or non-potable water source. The City retains the authority to require implementation of approved water conservation measures during any officially declared water emergency or drought.

(5) **Noise.** Noise from the data center, including cooling equipment, generators, transformers, substations, batteries, and other mechanical or electrical equipment, shall not exceed 50 dBA at any residential property line or at the property line of any land-based Sensitive Receptor during daytime hours or 45 dBA at any such location during nighttime hours. For a waterway or other environmental resource included in the definition of Sensitive Receptor that lacks a conventional property line, the applicable boundary shall be the ordinary high-water mark or other delineated boundary. Any acoustical study or compliance testing required under this subsection shall expressly evaluate low-frequency noise, tonal noise, infrasound, and vibration using appropriate professionally recognized methodologies, including applicable ANSI standards or other recognized acoustical, engineering, or environmental standards, as determined by a qualified professional. The study shall identify the methods used and any applicable professional criteria or limits. The City may require measurement of low-frequency noise or vibration when reasonably necessary to determine compliance. The owner may be required to submit a post-construction acoustical study before final occupancy or operation and to perform additional testing upon written request by the City's Building Inspector after a reasonable complaint or observed violation.

(6) **Backup power.** Backup generators and battery energy storage systems shall comply with all applicable federal, state, and local permitting, fire, building, electrical, air quality, fuel storage, spill prevention, and emergency response requirements. Combustion-powered generators and similar on-site generating equipment, regardless of whether characterized as primary, supplemental, temporary, backup, or on-site generation, shall not be used for routine or continuous electrical generation for the data center, economic dispatch, or grid support. Such equipment may be operated only for emergencies, maintenance, required testing, or operation expressly required by law or by a utility or governmental authority during

an emergency. Routine generator testing may occur only Monday through Friday between 9:00 a.m. and 5:00 p.m., excluding legal holidays, unless a different testing time is required by law, permit, utility directive, or emergency condition. The owner or operator shall maintain records for each generator and similar on-site generating equipment showing operating hours, dates, duration of operation, and the reason for each operation, and shall make those records available to the City upon request. Backup generators, transformers, cooling equipment, substations, and similar equipment shall be located, oriented, screened, or enclosed to reduce noise, glare, vibration, odor, and visual impacts on adjacent properties and public rights-of-way.

(7) **Lighting and site design.** Outdoor lighting shall be fully shielded, directed downward, and designed to prevent glare and light trespass at any residential property line, at the property line of any land-based Sensitive Receptor, or beyond the ordinary high-water mark or delineated boundary of any waterway or other environmental resource included in the definition of Sensitive Receptor. Security lighting shall be the minimum intensity necessary for safety and security. Building facades visible from a public right-of-way, residential property, land-based Sensitive Receptor, or the ordinary high-water mark or delineated boundary of any waterway or other environmental resource included in the definition of Sensitive Receptor shall use materials, articulation, landscaping, or other design features to reduce visual mass and avoid blank, uninterrupted walls.

(8) **Material change.** Any increase in gross floor area, electrical demand, water demand, cooling capacity, generator capacity, fuel storage, exterior equipment area, battery energy storage system capacity, campus acreage, or required utility infrastructure above the amount approved at ultimate build-out is a material change and requires new review and approval before the change is constructed or operated. Routine maintenance, in-kind replacement of equipment, and technological upgrades that do not increase approved operational limits are exempt from this subsection. Any material change to a micro data center shall be reviewed as an amendment to the conditional use approval under Section 5:31(1).

(9) **Battery energy storage systems.** Battery energy storage systems shall be designed, installed, operated, and maintained in accordance with NFPA 855, the applicable UL 9540 and UL 9540A safety standards, and all other applicable nationally recognized fire and safety standards. The applicant shall submit a hazardous materials management and reporting plan and a battery-specific emergency response plan addressing fire protection, thermal runaway, and coordination with local fire and emergency responders. A battery energy storage system shall be set back at least 100 feet from any residential zoning district, residential property, or land-based Sensitive Receptor, and at least 100 feet from the ordinary high-water mark

or other delineated boundary of any waterway or environmental resource included in the definition of Sensitive Receptor, and shall incorporate site security measures that restrict unauthorized access. The City may inspect any battery energy storage system and require testing, certification, or documentation reasonably necessary to confirm compliance with this section.

(10) **Vibration and air emissions.** A data center shall be operated so that vibration is not perceptible without instruments at any residential property line or at the property line of any land-based Sensitive Receptor. For a waterway or other environmental resource included in the definition of Sensitive Receptor that lacks a conventional property line, the applicable boundary shall be the ordinary high-water mark or other delineated boundary. Vibration shall be evaluated using appropriate professionally recognized methodologies, including applicable ANSI standards or other recognized acoustical, engineering, or environmental standards, as determined by a qualified professional. The data center shall comply with all applicable federal, state, and local air quality and emissions requirements. The City may require vibration measurement or air emissions documentation when reasonably necessary to determine compliance.

(11) **Micro-to-medium classification transition.** A Micro Data Center approaching either the 10,000-square-foot gross-floor-area threshold or the 1-megawatt aggregate-electrical-demand threshold shall obtain approval through the conditional use procedures of Section 5:31(1), which approval shall not be granted administratively, as a Medium Data Center under Section 5:29 before any construction, installation of equipment, occupancy, or operation that would cause it to reach or exceed either threshold. A Micro Data Center located in a zoning district in which Medium Data Centers are not permitted shall not reach or exceed either threshold. The owner or operator shall monitor gross floor area and aggregate electrical demand and shall use the annual certification required by Section 5:31(3)(i) as a monitoring tool. Any annual certification or other information indicating that a threshold may be reached or exceeded shall be promptly reported to the City and shall not be used to authorize activity that requires approval under Section 5:29.

(12) **Process and cooling-system wastewater.** The applicant shall identify all anticipated process-water and cooling-system wastewater discharges, including their source, estimated volume, discharge point, and proposed method of management. Before any discharge, the owner or operator shall obtain all approvals, permits, authorizations, or other written clearances required by the applicable utility or regulatory authority. The owner or operator shall characterize or test discharges when required by the applicable authority, provide pretreatment when required, and comply with all applicable utility, NPDES, wastewater, stormwater, and other federal,

state, and local regulatory requirements. Unauthorized discharge to any stormwater system, waterway, or land is prohibited. The City may require documentation of approvals, testing, pretreatment, monitoring, and compliance. For any closed-loop or other cooling system, the applicant shall submit, and the owner or operator shall keep current: (a) an inventory of all cooling-water treatment chemicals, biocides, corrosion inhibitors, coolants, and other additives, identifying any that contain per- and polyfluoroalkyl substances (PFAS); (b) a description of how spent coolant, maintenance wastewater, and sludge will be collected, stored, transported, and disposed of; and (c) secondary containment and spill-response measures for all stored or circulating cooling fluids and additives.

(13) **Municipal wellheads and source-water protection.** The applicant shall identify and comply with all applicable municipal wellhead, source-water, groundwater, and drinking-water protection requirements. If the proposed facility could affect a City well, wellhead protection area, source-water area, aquifer, or water-system infrastructure, the Irondale Water Department or Water Superintendent shall review the proposal and provide a recommendation to the Planning and Zoning Commission and the City Council. The Water Department's or Water Superintendent's review and recommendation shall be coordinated through the conditional use process and shall not constitute a separate approval.

Section 5:29. – Medium data centers.

(1) **Location.** A medium data center may be established only in an I-1 Industrial District or an I-2 Primary Industrial District after conditional use approval and compliance with this section.

(2) **Application materials.** The applicant shall submit a complete conditional use application, a site development plan in conformance with Section 6:03, an ultimate build-out plan, electrical demand analysis, water demand analysis, utility infrastructure plan, cooling system description, generator and fuel storage specifications, stormwater and environmental impact statement, traffic and construction access plan, emergency response plan, landscape and buffer plan, lighting plan, noise mitigation plan, pre-construction acoustical study, and written confirmation from each applicable utility provider regarding available capacity and required improvements.

(3) **Utility capacity and cost responsibility.** The applicant shall demonstrate to the city's satisfaction that adequate electric, water, sewer, stormwater, transportation, and emergency service capacity exists or will be constructed before operation. All improvements required to serve the data center, including substations, transmission facilities, distribution facilities, switching stations, water system upgrades, sewer system upgrades,

stormwater facilities, roadway improvements, and related easements, shall be funded by the applicant or owner, unless otherwise approved by the City Council by separate written agreement. The City reserves the right to require an applicant to provide certification from the utility company that adequate electrical capacity exists.

(4) **Water and cooling.** A data center shall use a closed-loop cooling system unless the applicant demonstrates that an alternative cooling system will use less potable water than a comparable closed-loop cooling system and will not adversely affect the City's water or sewer systems. No cooling system, including any alternative cooling system and its associated heat-rejection equipment, shall use evaporative cooling. The application shall identify average daily, peak daily, and annual water demand; water source; conservation measures; drought contingency measures; and any proposed reclaimed or non-potable water source. In addition, the applicant shall submit a Water Management Plan addressing cooling technology, estimated potable water demand, water conservation measures, alternative water sources where feasible, and emergency drought response procedures. The City retains the authority to require implementation of approved water conservation measures during any officially declared water emergency or drought.

(5) **Noise.** Noise from the data center, including cooling equipment, generators, transformers, substations, batteries, and other mechanical or electrical equipment, shall not exceed 50 dBA at any residential property line or at the property line of any land-based Sensitive Receptor during daytime hours or 45 dBA at any such location during nighttime hours. For a waterway or other environmental resource included in the definition of Sensitive Receptor that lacks a conventional property line, the applicable boundary shall be the ordinary high-water mark or other delineated boundary. The pre-construction and post-construction acoustical studies and any compliance testing required under this subsection shall expressly evaluate low-frequency noise, tonal noise, infrasound, and vibration using appropriate professionally recognized methodologies, including applicable ANSI standards or other recognized acoustical, engineering, or environmental standards, as determined by a qualified professional. The studies shall identify the methods used and any applicable professional criteria or limits. The City may require measurement of low-frequency noise or vibration when reasonably necessary to determine compliance. The owner shall submit a post-construction acoustical study before final occupancy or operation and shall perform additional testing upon written request by the City's Building Inspector after a reasonable complaint or observed violation.

(6) **Backup power.** Backup generators and battery energy storage systems shall comply with all applicable federal, state, and local permitting, fire,

building, electrical, air quality, fuel storage, spill prevention, and emergency response requirements. Combustion-powered generators and similar on-site generating equipment, regardless of whether characterized as primary, supplemental, temporary, backup, or on-site generation, shall not be used for routine or continuous electrical generation for the data center, economic dispatch, or grid support. Such equipment may be operated only for emergencies, maintenance, required testing, or operation expressly required by law or by a utility or governmental authority during an emergency. For purposes of this ordinance, "emergency" means an unplanned interruption or failure of utility electrical service to the data center, or operation directed by the serving utility or a governmental authority during an emergency condition, and does not include operation to reduce electrical costs, respond to price signals, or participate in demand-response or curtailment programs except as so directed during an emergency. Temporary combustion-powered generation used to energize, commission, or operate any portion of the data center before permanent utility service is available is routine electrical generation for purposes of this subsection and is prohibited, except for load-bank and integrated systems testing of the facility's permanent emergency generators conducted in accordance with this subsection. Routine generator testing may occur only Monday through Friday between 9:00 a.m. and 5:00 p.m., excluding legal holidays, unless a different testing time is required by law, permit, utility directive, or emergency condition. Routine testing and maintenance operation shall not exceed [thirty (30)] minutes per unit per test, except for load-bank, annual, triennial or other extended tests required by NFPA 110, applicable building or fire codes, or any permit or where required by applicable codes and standards (including NFPA 110), manufacturer specifications, or an air permit. In all cases, total testing and maintenance operation shall not exceed one hundred (100) hours per unit per calendar year, except as required by law or permit. The owner or operator shall maintain records for each generator and similar on-site generating equipment showing operating hours, dates, duration of operation, and the reason for each operation, and shall make those records available to the City upon request. Any emergency operation, and any operation other than routine testing that exceeds [four (4)] consecutive hours, shall be reported in writing to the City's Building Inspector within seventy-two (72) hours after it begins, stating the cause, the equipment operated, and the actual or expected duration. Backup generators, transformers, cooling equipment, substations, and similar equipment shall be located, oriented, screened, or enclosed to reduce noise, glare, vibration, odor, and visual impacts on adjacent properties and public rights-of-way.

(7) **Setbacks, buffers, and screening.** A data center building, generator yard, substation, transformer yard, cooling yard, battery energy storage system, or similar exterior equipment area shall be set back at least 400 feet from any residential zoning district, residential property, or land-based

Sensitive Receptor, and at least 400 feet from the ordinary high-water mark or other delineated boundary of any waterway or environmental resource included in the definition of Sensitive Receptor, unless the conditional use approval requires a greater setback. Where the site abuts a residential zoning district, residential property, or land-based Sensitive Receptor, the applicant shall provide a landscape buffer at least 40 feet wide with evergreen plantings, opaque screening, berms, fencing, or a combination of those measures sufficient to provide year-round visual screening. Where the site is adjacent to the ordinary high-water mark or other delineated boundary of a waterway or environmental resource included in the definition of Sensitive Receptor, the applicant shall provide buffering, screening, or other reasonable protective measures appropriate to the resource. Barbed wire shall not be visible from a public right-of-way, residential property, or land-based Sensitive Receptor.

(8) **Lighting and site design.** Outdoor lighting shall be fully shielded, directed downward, and designed to prevent glare and light trespass at any residential property line, at the property line of any land-based Sensitive Receptor, or beyond the ordinary high-water mark or delineated boundary of any waterway or other environmental resource included in the definition of Sensitive Receptor. Security lighting shall be the minimum intensity necessary for safety and security. Building facades visible from a public right-of-way, residential property, land-based Sensitive Receptor, or the ordinary high-water mark or delineated boundary of any waterway or other environmental resource included in the definition of Sensitive Receptor shall use materials, articulation, landscaping, or other design features to reduce visual mass and avoid blank, uninterrupted walls.

(9) **Traffic, construction, and operations.** The applicant shall provide a construction management plan addressing construction traffic, staging, haul routes, hours of construction, dust control, road protection, and restoration of damaged public infrastructure. Loading, parking, and service areas shall be located and screened to minimize impacts on adjacent properties and public rights-of-way as required by applicable City regulations.

(10) **Material change.** Any increase in gross floor area, electrical demand, water demand, cooling capacity, generator capacity, fuel storage, exterior equipment area, battery storage system capacity, campus acreage, or required utility infrastructure above the amount approved at ultimate build-out is a material change and requires new review and approval before the change is constructed or operated. A material change that, alone or together with all prior material changes since the original conditional use approval or the most recent amendment approved by the City Council, increases gross floor area, campus acreage, approved electrical demand, potable water demand, cooling capacity, backup generation capacity, battery energy storage system capacity, or any other operational characteristic the City

determines appropriate by fifteen percent (15%) or more constitutes a material expansion. A material expansion shall be reviewed and approved only as an amendment to the conditional use permit under Section 5:31(1), and not by administrative approval. Any other material change may be approved by the Building Inspector only upon a written finding that the change complies with every applicable standard of this section, and for a hyperscale data center, Section 5:30, and all conditions of approval. Each such approval shall be reported to the City Council within thirty (30) days and placed in the public project file required by Section 5:31(3)(iii). Routine maintenance, in-kind replacement of equipment, and technological upgrades that do not increase approved operational limits are exempt from this subsection.

(11) **Battery energy storage systems.** Battery energy storage systems shall be designed, installed, operated, and maintained in accordance with NFPA 855, the applicable UL 9540 and UL 9540A safety standards, and all other applicable nationally recognized fire and safety standards. The applicant shall submit a hazardous materials management and reporting plan and a battery-specific emergency response plan addressing fire protection, thermal runaway, and coordination with local fire and emergency responders. A battery energy storage system shall comply with the setback requirements of subsection (7) of this section or, for a hyperscale data center, Section 5:30(4), and shall incorporate site security measures that restrict unauthorized access. The City may inspect any battery energy storage system and require testing, certification, or documentation reasonably necessary to confirm compliance with this section.

(12) **Vibration and air emissions.** A data center shall be operated so that vibration is not perceptible without instruments at any residential property line or at the property line of any land-based Sensitive Receptor. For a waterway or other environmental resource included in the definition of Sensitive Receptor that lacks a conventional property line, the applicable boundary shall be the ordinary high-water mark or other delineated boundary. Vibration shall be evaluated using appropriate professionally recognized methodologies, including applicable ANSI standards or other recognized acoustical, engineering, or environmental standards, as determined by a qualified professional. The data center shall comply with all applicable federal, state, and local air quality and emissions requirements, including those governing generators and fuel-combustion equipment. The City may require vibration measurement or air emissions documentation when reasonably necessary to determine compliance.

(13) **Emergency utility curtailment plan.** The applicant shall submit an Emergency Utility Curtailment Plan describing how facility operations would respond during utility-requested load reductions or emergency grid conditions. The plan shall address load reduction procedures, backup

operations, communication protocols, public safety measures, and critical system priorities. The plan is intended to ensure planning and coordination and does not by itself mandate participation in any utility curtailment program.

(14) **Decommissioning Plan.** The applicant shall submit a decommissioning plan in accordance with Section 5:31(8).

(15) **Process and cooling-system wastewater.** The applicant shall identify all anticipated process-water and cooling-system wastewater discharges, including their source, estimated volume, discharge point, and proposed method of management. Before any discharge, the owner or operator shall obtain all approvals, permits, authorizations, or other written clearances required by the applicable utility or regulatory authority. The owner or operator shall characterize or test discharges when required by the applicable authority, provide pretreatment when required, and comply with all applicable utility, NPDES, wastewater, stormwater, and other federal, state, and local regulatory requirements. Unauthorized discharge to any stormwater system, waterway, or land is prohibited. The City may require documentation of approvals, testing, pretreatment, monitoring, and compliance. For any closed-loop or other cooling system, the applicant shall submit, and the owner or operator shall keep current: (a) an inventory of all cooling-water treatment chemicals, biocides, corrosion inhibitors, coolants, and other additives, identifying any that contain per- and polyfluoroalkyl substances (PFAS); (b) a description of how spent coolant, maintenance wastewater, and sludge will be collected, stored, transported, and disposed of; and (c) secondary containment and spill-response measures for all stored or circulating cooling fluids and additives.

(16) **Waste heat and thermal impacts.** The applicant shall identify the anticipated waste-heat generation and heat-rejection characteristics of all cooling systems and related equipment, including the proposed methods and locations of heat rejection. The City may require a thermal-impact analysis, ongoing monitoring, or reasonable mitigation measures when warranted by the scale of the facility, its proximity to a Sensitive Receptor or residential property, or documented thermal impacts.

(17) **Municipal wellheads and source-water protection.** The applicant shall identify and comply with all applicable municipal wellhead, source-water, groundwater, and drinking-water protection requirements, including requirements applicable to construction, cooling, wastewater, stormwater, fuel, hazardous materials, and other operations. If the proposed facility could affect a City well, wellhead protection area, source-water area, aquifer, or water-system infrastructure, the Irondale Water Department or Water Superintendent shall review the proposal and provide a recommendation to the Planning and Zoning Commission and City Council.

The Water Department's or Water Superintendent's review and recommendation shall be coordinated through the conditional use process and shall not constitute a separate approval.

(18) **Medium-to-hyperscale classification transition.** A Medium Data Center that would exceed either the 200,000-square-foot gross-floor-area threshold or the 30-megawatt aggregate-electrical-demand threshold shall obtain approval as a Hyperscale Data Center under Section 5:30, through the conditional use procedures of Section 5:31(1), including all required public hearings and final approval by the City Council, before any construction, installation of equipment, occupancy, or operation that would cause it to exceed either threshold. A Medium Data Center located in a zoning district, or on a parcel, on which a hyperscale data center could not be established under Section 5:31(1) shall not exceed either threshold. This requirement applies whether the increase occurs in a single expansion or cumulatively across phases or over time, and regardless of whether the increase constitutes a material change or material expansion under subsection (10). Approval required by this subsection shall not be granted administratively. A Medium Data Center located in a zoning district in which hyperscale data centers are not permitted shall not exceed either threshold. The owner or operator shall monitor gross floor area and aggregate electrical demand and shall use the annual certification required by Section 5:31(3)(ii) as a monitoring tool. Any annual certification or other information indicating that a threshold may be exceeded shall be promptly reported to the City and shall not be used to authorize activity that requires approval under Section 5:30.

(19) **Independent baseline and recurring monitoring.** Before any land disturbance, the owner shall cause an independent qualified professional, selected by the City and paid by the owner, to establish baseline conditions for (a) ambient sound levels, including low-frequency noise, at the nearest residential property lines and land-based Sensitive Receptors; (b) surface-water and groundwater quality at locations the City determines representative of the site and of any waterway, wellhead protection area, or source-water area that the facility could affect; and (c) soil quality at the proposed locations of fuel storage, battery energy storage, and cooling-fluid storage and handling. The same or another City-selected professional shall repeat the sound measurements before final occupancy or operation and annually thereafter, and shall repeat the water and soil testing within twelve (12) months after operation begins, every three (3) years thereafter, and after any reported release of fuel, coolant, or hazardous material. Air emissions shall be documented through the generator records required by subsection (6) and copies of all air permits and compliance reports submitted to the Jefferson County Department of Health or other air quality authority. All results shall be submitted with the annual certification required by Section 5:31(3)(ii) and placed in the public project file required by Section

5:31(3)(iii). All costs of monitoring and testing under this subsection shall be borne by the owner.

Section 5:30. – Hyperscale data centers.

(1) **Location.** A hyperscale data center may be established only in an I-2 Primary Industrial District , after conditional use approval and compliance with this section.

(2) **Applicable standards.** A hyperscale data center shall comply with all standards applicable to medium data centers in Section 5:29, except where this section imposes a more restrictive requirement.

(3) **Enhanced impact review.** The applicant shall submit an infrastructure and fiscal impact report, prepared by a qualified professional, evaluating electric, water, sewer, stormwater, transportation, emergency service, environmental, and community impacts at ultimate build-out. The infrastructure and fiscal impact report and all other application materials shall be subject to independent review under Section 5:31(12).

(4) **Minimum setbacks.** A hyperscale data center building, generator yard, substation, transformer yard, cooling yard, battery energy storage system, or similar exterior equipment area shall be set back at least 1,000 feet from any residential zoning district, residential property, or land-based Sensitive Receptor, and at least 1,000 feet from the ordinary high-water mark or other delineated boundary of any waterway or environmental resource included in the definition of Sensitive Receptor, unless the conditional use approval requires a greater setback.

(5) **Public facilities and services.** Conditional use approval may be conditioned on construction phasing, utility upgrades, road improvements, emergency access improvements, water conservation measures, noise mitigation, screening, operational limits, reporting, or other reasonable conditions necessary to protect the public health, safety, and welfare.

Section 5:31. – Common procedures and enforcement for data centers.

(1) **Conditional use review.** Applications for micro, medium, and hyperscale data centers shall be reviewed under the conditional use procedures of the City of Irondale Zoning Ordinance as set forth in Section 6:09, including submission of a site development plan in conformance with Section 6:03. The Planning and Zoning Commission shall review the application and make a recommendation to the City Council to approve, approve with conditions, or deny the application. The City Council shall separately consider the application and shall make the final decision to approve, approve with conditions, or deny the application under Section

6:09. In making its recommendation, the Planning and Zoning Commission, and in making its final decision, the City Council, shall each apply the standards in this ordinance, the zoning ordinance, the comprehensive plan, compatibility with surrounding uses, adequacy of public facilities, and protection of public health, safety, and welfare. The recommendation of the Planning and Zoning Commission is advisory, and a favorable recommendation shall not require or imply approval by the City Council. The City Council may impose conditions in addition to or different from those recommended by the Planning and Zoning Commission.

(2) **Permits and licenses.** No person may construct, expand, occupy, or operate a micro, medium, or hyperscale data center until all required zoning approvals, building permits, business licenses, fire approvals, stormwater approvals, utility approvals, and other applicable permits have been issued. Continued operation is conditioned on ongoing compliance with the City's municipal code and zoning ordinance and all conditions of approval.

(3) **Annual compliance certification**

(i) Micro Data Centers. The owner or operator of a micro data center shall submit an annual certification to the City's Building Inspector confirming compliance with all conditions of approval, including but not limited to, that the facility remains below (a) 10,000 square feet of gross floor area and (b) 1 megawatt of aggregate electrical demand. The certification shall identify any operational change during the preceding year that could constitute a material change. The annual certification shall also include a current emergency contact list.

(ii) Medium or Hyperscale Data Centers. The owner or operator of a medium or hyperscale data center shall submit an annual certification to the City's Building Inspector confirming compliance with approved utility demand, water demand, generator testing limits, noise limits, landscaping and screening requirements, emergency response requirements, and all conditions of approval. The certification shall identify any operational change during the preceding year that could constitute a material change. The annual certification shall also include an emergency contact list; a generator inventory; a battery inventory; a hazardous materials inventory; current water demand, electrical demand, and cooling capacity; metered annual water withdrawals and wastewater discharge volumes; any cooling-fluid replacement, release, or disposal during the year; the results of all monitoring required by Section 5:29(19); the status of fire protection systems; a summary of emergency response coordination; and a list of required permits and any operational changes since the previous reporting period. Where

appropriate, the certification and supporting reports shall be prepared by qualified licensed professionals. All costs associated with engineering reports, professional certifications, inspections, testing, and compliance documentation shall be borne entirely by the property owner.

(iii) **Public availability.** The City shall maintain a project file for each medium and hyperscale data center, available for public inspection, containing each annual certification, acoustical study, monitoring and test result, generator operation report, and administrative approval of a material change submitted or issued under this ordinance. The City may withhold or redact information that is exempt from disclosure under applicable Alabama law, including security-sensitive or critical infrastructure information.

(4) **Inspections and records.** The City may inspect a data center site, review relevant compliance records, and require reasonable testing or reports necessary to determine compliance with this ordinance and any conditions of approval, subject to applicable law and reasonable protection of confidential security information.

(5) **Violations and penalties.** A violation of this ordinance, an approved site plan, or any condition of approval is a violation of the City of Irondale Zoning Ordinance and may be enforced by stop-work order, notice of violation, withholding or revocation of permits or licenses, civil or municipal court action, injunctive relief, abatement, or any other remedy available under Alabama law and the Municipal Code. Each day that a violation continues constitutes a separate offense.

(6) **Variances and appeals.** Variances and appeals from decisions of administrative officials shall be heard by the Zoning Board of Adjustment as provided by Alabama law (Code of Alabama § 11-52-80 et seq.) and the City of Irondale Zoning Ordinance. No variance may authorize a use in a zoning district where that use is not allowed by this ordinance, and no variance may waive a requirement necessary to protect public health, safety, utility capacity, emergency access, or environmental compliance.

(7) **Nonconforming and pending applications.** A lawful data center existing on the effective date of this ordinance may continue as a lawful nonconforming use to the extent allowed by the Zoning Ordinance, but any expansion, material change, or change in classification shall comply with this ordinance. An application is pending for purposes of this subsection only if, before the effective date of this ordinance, the application, including all materials and fees required by the Zoning Ordinance and Section 6:09, was filed with the City and determined complete by the City. A pending application shall be reviewed under the zoning regulations in effect on the

date it was determined complete, except as otherwise required by law. Pending status does not constitute approval and does not entitle the applicant to any approval; the proposed use must be permissible under the applicable zoning regulations, and the applicant must obtain all zoning approvals, permits, and other approvals required by those regulations and by Section 5:31(2). Any material change to a pending application after the effective date of this ordinance, including any change that would alter the facility's classification, and any application that is withdrawn, denied, or that expires or lapses, shall be subject to this ordinance. All other applications shall comply with this ordinance.

(8) **Decommissioning and financial assurance.**

(i) Medium and Hyperscale Data Centers. Upon permanent cessation of data center operations by a medium or hyperscale data center, the owner shall decommission the site in accordance with a Decommissioning Plan approved as a condition of conditional use approval. The Decommissioning Plan shall address the removal of buildings where appropriate, backup generators, fuel storage systems, transformers, battery systems, cooling equipment, hazardous materials, and utility infrastructure no longer in service, and the restoration of the site to a safe and stable condition. The owner shall provide and maintain financial assurance for decommissioning, in the form of a performance bond, irrevocable letter of credit, or cash escrow acceptable to the City, before issuance of any building permit. The amount shall be [one hundred twenty-five percent (125%)] of the decommissioning cost estimated by an independent qualified professional selected by the City at the owner's expense, without deduction for salvage value, and shall be updated every five (5) years and upon any material change. The "Cessation Date" is the last day on which the data center operated. Data center operations shall be deemed permanently ceased on the day after the eighteen (18) month period following the Cessation Date (the "Permanent Cessation Date"). The owner shall notify the City in writing within thirty (30) days after the Cessation Date. Decommissioning shall commence within ninety (90) days after the Permanent Cessation Date and shall be completed within three (3) years after the Permanent Cessation Date. The City may draw upon the financial assurance to the extent decommissioning is not commenced, diligently pursued, and timely completed.

(ii) Micro Data Centers. Upon permanent cessation of operations by a Micro Data Center, the owner shall remove or lawfully decommission batteries, fuel, hazardous materials, generators, cooling-system chemicals, and other equipment or materials that could create a public safety or environmental hazard, and shall leave

the property in a safe and stable condition. The "Cessation Date" is the last day on which the data center operated. Data center operations shall be deemed permanent ceased on the day after the eighteen (18) month period following the Cessation Date (the "Permanent Cessation Date") The owner shall complete the removal or decommissioning required by this subsection within one hundred eighty (180) days of the Permanent Cessation Date. The owner shall notify the City in writing within thirty (30) days of the Cessation Date. The City may inspect the property to confirm compliance with the decommissioning requirements of this subsection.

(9) **Change of ownership or operational control.**

(a) The owner or operator shall notify the City in writing within thirty (30) days of any transfer or change in ownership or operational control of a data center. The written notification shall include the identity, address, and contact information of the new owner or operator.

(b) Any successor owner or operator shall acknowledge in writing, within thirty (30) days of the transfer, that the facility remains subject to all conditions of approval, compliance obligations, decommissioning requirements, financial assurances, and other requirements applicable to the facility.

(c) Subject to subsection(c), the transferor shall remain jointly and severally responsible for all obligations applicable to the facility under this ordinance and the conditions of approval until the City receives the successor's written acknowledgment required by subsection (b).

(d) Failure to provide the notification required by subsection (a) or the written acknowledgment required by subsection (b) is a violation of this ordinance and is subject to the enforcement provisions of Section 5:31(5).

(e) For a medium or hyperscale data center, no transfer of ownership or operational control shall be effective for purposes of this ordinance, and the transferor shall not be released from any financial assurance required by Section 5:31(8), until the successor has posted replacement financial assurance accepted by the City. This subsection governs only obligations under this ordinance and does not affect the validity of any conveyance between private parties.

(10) **Updated emergency contact information.** Any change in the designated emergency contact or emergency contact information for a data

center shall be reported to the City and appropriate emergency response personnel within ten (10) business days of the change.

(11) **Preservation of future redevelopment potential.** As a condition of conditional use approval, the owner shall not record any deed restriction, restrictive covenant, easement, declaration, reciprocal easement agreement, or similar private instrument that materially conflicts with the approved zoning without the prior written approval of the City.

(12) **Independent review.**

(a) For each application for a medium or hyperscale data center, and for each material expansion or classification transition under Section 5:29(10) (including as applied to a hyperscale data center through Section 5:30(2)) and each classification transition under Section 5:28(11) or 5:29(18), the City shall retain one or more independent qualified professionals to review the application materials and studies required by Sections 5:29 and 5:30 for conformity with this ordinance.

(b) Before review begins, the applicant shall deposit with the City an amount estimated by the City to fund the review. Costs exceeding the deposit shall be paid by the applicant before final action, and unexpended funds shall be refunded.

(c) An independent reviewer is retained by, and reports solely to, the City. No reviewer shall be retained, compensated, or directed by the applicant, and no person with a present business relationship with the applicant, or one within the preceding five (5) years, shall serve.

(d) The reviewer shall file a written report addressing each applicable standard of this ordinance and stating whether the proposal conforms, does not conform, or conforms only subject to identified conditions. The report shall be provided to the Planning and Zoning Commission and the City Council before each considers the application and shall be part of the public record.

(e) The City Council shall not approve an application, material expansion, or classification transition that the reviewer has found does not conform unless the Council adopts written findings, supported by the record, explaining why the proposal conforms notwithstanding the report.

SECTION 7. ORDINANCES REPEALED. All ordinances or parts of ordinances in conflict with this ordinance are repealed to the extent of the conflict.

SECTION 8. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or application of this ordinance is held invalid, the invalidity shall not affect the remaining portions or applications of this ordinance. The City Council declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, and application independently.

SECTION 9. EXISTING RIGHTS AND PROCEEDINGS. This ordinance does not affect any pending suit, proceeding, right, liability, or cause of action existing before the effective date of this ordinance, except as otherwise allowed by law.

SECTION 10. ORDINANCE CUMULATIVE; COMPATIBILITY WITH OTHER REGULATIONS. This ordinance shall not be construed to modify or to repeal any other ordinance, rule, regulation, or other provision of law. The requirements of this ordinance are in addition to and cumulative to the requirements of any other ordinance, rule, regulation, or other provision of law, and where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation, or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

Section 11. PUBLICATION OF ORDINANCE. The City Clerk of the City of Irondale is directed to cause this ordinance to be published as required by law and to enter a copy of this ordinance in the minutes of the meeting of the City Council.

Section 12. EFFECTIVE DATE OF ORDINANCE. This ordinance shall become effective upon adoption and publication as required by law and shall remain in effect from month to month and year to year from its effective date until amended or repealed.

ADOPTED & APPROVED: This 17th day of November, 2026.

_____
David Spivey, City Council President

APPROVED:

_____
James D. Stewart, Jr., Mayor

ATTESTED:

_____
Leigh Ann Allison, City Clerk

CERTIFICATION

I, Leigh Ann Allison, City Clerk of the City of Irondale, Alabama, hereby certify the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Irondale at its regular meeting held on November 17, 2026, as the same appears in the minutes of record of said meeting.

_____

Leigh Ann Allison, City Clerk

ORDINANCE NO. 2026-32

AN ORDINANCE AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE II, BOARDS AND COMMISSIONS, DIVISION 3, PLANNING AND ZONING OF THE *MUNICIPAL CODE OF THE CITY OF IRONDALE, ALABAMA*

WHEREAS, Section 11-52-2, *Code of Alabama* (1975), authorizes any municipality to create by ordinance a planning commission with the powers and duties set forth in Title 11, Chapter 52;

WHEREAS, the City Council finds that amending Chapter 2, Article II, Division 3 of the *Municipal Code of the City of Irondale, Alabama* will ensure that its membership, terms, and procedures comply with state law and are clear to the public;

WHEREAS, the City of Irondale is a Class 8 municipality, and this ordinance is intended to apply only those provisions of state law that apply to municipalities of its class.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present, as follows:

Section 1. Modification of Chapter 2, Administration, Article II, Boards and Commissions, Division 3, Planning and Zoning. Chapter 2, Article II, Division 3 of the *Municipal Code of the City of Irondale, Alabama* is hereby deleted in its entirety and replaced with the following:

Chapter 2 – Administration

Article II. – Boards and Commissions

Division 3. – Planning and Zoning

Sec. 2-61. – Planning and Zoning Commission

(a) **Creation and Composition**.

(1) The City of Irondale Planning and Zoning Commission ("the Commission") is established pursuant to §§ 11-52-1 *et seq.*, *Code of Alabama* (1975).

(2) The Commission shall serve as the city planning commission under § 11-52-2, and shall exercise all powers of a zoning commission under § 11-52-7 or as otherwise provided by state statute.

(3) The Commission shall consist of nine (9) members, as provided in Alabama Code § 11-52-3(a):

(i) The Mayor, or the Mayor's designee;

(ii) One administrative official of the City, appointed by the Mayor;

(iii) One member of the City Council, selected by the City Council, who shall serve as an ex officio member; and

(iv) Six (6) members appointed by the Mayor, designated Place 1 through Place 6.

(4) Each appointment by the Mayor shall be made in writing stating the Place and the term of the member appointed. The appointment document shall be filed with the City Clerk and reported by the Mayor at a regular meeting of the City Council.

(b) **Terms.**

(1) **Terms.** The term of members appointed to Places 1 through 6 shall be six (6) years or until the successor takes office.

(2) **Ex officio members.** The terms of the Mayor and the Council member shall correspond to their respective terms of office. The term of the administrative official shall end with the term of the Mayor who selected that official.

(c) **Qualifications and Compensation.**

(1) All members shall serve on the Commission without compensation. The Commission may, by resolution entered in its minutes, pay reasonable travel expenses for members it authorizes to attend planning conferences, institutes, or hearings.

Cross Reference – Ala. Code §11-52-3; Ala. Code §11-52-6

(2) Appointed members shall hold no other municipal office, except that one appointed member may also serve on the Zoning Board of Adjustment.

Cross Reference – Ala. Code §11-52-3

(3) At the beginning of their term, each appointed member shall file with the City Clerk a signed acknowledgment of the Commission's Code of Conduct and a disclosure of any real property or business interests in the City.

(d) **Removal and Vacancies.**

(1) Any member other than the member selected by the City Council may be removed by the Mayor for inefficiency, neglect of duty, or malfeasance in office, after a public hearing. The City Council may remove its member for the same causes, after a public hearing.

Cross Reference – Ala. Code §11-52-3

(2) Absence from three (3) consecutive regular meetings without excuse accepted by the Chair, or from more than one-third of the regular meetings in a calendar year, shall constitute neglect of duty.

(3) A vacancy occurring other than by expiration of a term shall be filled for the unexpired term by the Mayor, for members appointed or selected by the Mayor, or by the City Council, for the member it selected. The City Clerk shall notify the appointing authority in writing within ten (10) days after a vacancy occurs.

(e) **Officers.**

(1) The Commission shall elect its Chair from among the members appointed to the Commission. The Chair's term shall be one (1) year, with eligibility for re-election.

Cross Reference – Ala. Code §11-52-4

(2) The Commission shall also elect a Vice Chair from among the appointed members, who shall preside in the Chair's absence or recusal. It shall designate a Secretary, who need not be a member.

(3) Officers shall be elected at the first regular meeting in December of each year. A vacancy in an office shall be filled for the rest of the year at the next regular meeting.

(f) Meetings, Quorum, and Voting.

(1) The Commission shall hold at least one regular meeting each month, at a day, time, and place fixed in its rules.

Cross Reference – Ala. Code §11-52-4

(2) All meetings shall comply with the Alabama Open Meetings Act, §§ 36-25A-1 *et seq*., *Code of Alabama* (1975).

(3) Five (5) members shall constitute a quorum.

(4) Except as provided in subsection (5), action shall be taken by a majority of the members present and voting. Votes shall be recorded by name, and no vote shall be by secret ballot.

(5) Adoption of the master plan, or of any part, amendment, extension, or addition to it, shall require the affirmative votes of not less than six (6) members of the Commission.

Cross Reference – Ala. Code §11-52-10

(6) The Commission shall keep a record of its resolutions, transactions, findings, and determinations, which shall be a public record. The minutes shall show each member's vote and any recusal.

(7) No member shall vote on or participate in any matter in which the member or a member of the member's family has any financial gain or interest. A member with such an interest shall disclose it on the record when the matter is called and take no part in the discussion or vote. The minutes shall record the disclosure.

(g) Rules of Procedure.

The Commission shall adopt written rules for the transaction of business. The rules shall include the order of business, filing deadlines, public comment, hearing procedures, the posting location for meeting notices, and notice requirements not fixed by law.

Cross Reference – Ala. Code §11-52-4

(h) Staff and Contracts with Consultants.

(1) The Building Official, or another employee(s) designated by the Mayor, shall serve as staff to the Commission. Staff shall receive and review applications, prepare staff reports, give required notices, and keep the Commission's records.

(2) The Commission may contract with city planners, engineers, architects, and other consultants within the amounts appropriated by the City Council for that purpose.

Cross Reference – Ala. Code §11-52-5

(i) Powers and Duties.

The Commission shall have all powers necessary to carry out the purposes of Title 11, Chapter 52, *Code of Alabama* (1975). All City officials shall, upon request, furnish to the Commission within a reasonable time such available information as it may require for its work.

Cross Reference – Ala. Code §11-52-6

Section 2. Ordinances Repealed. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Irondale hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase

thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 4. Legal Rights Not Impaired. Nothing in this Ordinance hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this Ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 5. Ordinance Cumulative; Compatibility with Other Regulations. This Ordinance shall not be construed to modify or to repeal any other ordinance, rule, regulation or provision of law, except to the extent set forth in Section 1 above. The requirements of this Ordinance are in addition to and cumulative to the requirements of any other ordinance, rule, regulation, or other provision of law, and where any provision of this Ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

Section 6. Publication of Ordinance. The City Clerk of the City of Irondale is hereby ordered and directed to cause this Ordinance to be published as required by law and that a copy of this Ordinance be entered upon the minutes of the meeting of the City Council.

Section 7. Effective Date of Ordinance. That this Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall be in full force and effect upon adoption and publication as provided by law and shall continue in full force and effect from month to month and year to year from its effective date until repealed.

THEREFORE, BE IT ORDAINED, that the City Council of the City of Irondale does hereby ordain and enact the foregoing Ordinance for the City of Irondale.

ADOPTED & APPROVED: This 17th day of November, 2026.

_____
David Spivey, City Council President

APPROVED:

_____
James D. Stewart, Jr., Mayor

ATTESTED:

_____
Leigh Ann Allison, City Clerk

CERTIFICATION

I, Leigh Ann Allison, City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of an ordinance adopted by the City Council of the City of Irondale at its regular meeting held on the 17th day of November, 2026, as the same appears in the minutes of record of said meeting.

_____
Leigh Ann Allison, City Clerk