

**AGENDA  
CITY COMMISSION MEETING  
DOTHAN, ALABAMA  
10:00 A.M., JANUARY 5, 2016**

1. **Invocation: Brother Adam Comeens - First Presbyterian Church**
2. **Pledge of Allegiance: Commissioner McCarroll**
3. **Roll Call:  
Schmitz\_\_Dorsey\_\_Newsome\_\_Kirkland\_\_Ferguson\_\_Kenward\_\_McCarroll**
4. **Approval of Previous Minutes:**
  - Minutes of Meeting of December 15, 2015.
5. **Communications from Mayor and City Commissioners:**
  - Proclamation – “Human Trafficking Awareness Month” – Gia Hughes, Director of Human Trafficking Outreach, Love in Action Ministries.
6. **Communications from City Manager:**
  - Presentation of US Flag for support given to Reserve and National Guard members.
7. **Communications from City Clerk:**
  - Application for a Retail Beer and Retail Table Wine License (off premise) for Aces Den, located at 611 Powell Street, by Mahdi Kalaaee.
8. **Public Hearing regarding the abatement and removal of noxious or dangerous weeds.**

Documents: [weed abatement ph pics.pdf](#)
9. **Ord. No.\_\_\_\_\_Rezoning property owned by Boys Club of Dothan located at 457 South Alice Street from R-4 (Residential Attached, High Density) District to B-2 (Highway Commercial) District.**

Documents: [rezoning boys club of dothan.pdf](#)
10. **Res. No.\_\_\_\_\_Declaring certain properties which are overgrown with weeds, scrub, wild bushes, grass and other vegetable growth as injurious to the health, safety and welfare of the community as nuisances and calling for a public hearing to be held on the matter during the regularly scheduled commission meeting on January 19, 2016.**

Documents: [weed abatement setting ph.pdf](#)
11. **Res. No.\_\_\_\_\_Declaring certain properties which are overgrown with weeds, scrub, wild bushes, grass and other vegetable growth as injurious to the health, safety and welfare of the community as nuisances and ordering that the properties be abated.**

Documents: [weed abatement.pdf](#)
12. **Res. No.\_\_\_\_\_Confirming the cost incurred in notification and abatement of**

certain properties determined to be nuisances by Resolution Number 2015-308 and 2015-344 and turning the costs over to the County Tax Collector so that the amounts can be added to the next regular bills for taxes levied against the respective lots and parcels of land.

Documents: [weed abatement cost assessment.pdf](#)

13. **Res. No. \_\_\_\_\_ Re-allocating funds from The Downtown Group to the Dothan Downtown Redevelopment Authority (DDRA); \$14,549.94 for Fiscal Year 2016 and \$19,400.00 for Fiscal Year 2017.**  
Documents: [reallocating funds ddra.pdf](#)
14. **Res. No. \_\_\_\_\_ Entering into an agreement with Wiregrass Commons Mall for the lease of the Community Room as the District 6B polling location for the Special Municipal Election to be held on February 9, 2016 at a cost of \$400.00.**  
Documents: [agreement wiregrass commons mall special election.pdf](#)
15. **Res. No. \_\_\_\_\_ Entering into a Memorandum of Agreement with the United States Department of Justice Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) for reimbursement of overtime and other costs incurred while providing resources to assist ATF in an amount not to exceed \$15,371.50 annually, and appropriating funds for said project.**  
Documents: [agreement us doj reimbursement.pdf](#)
16. **Res. No. \_\_\_\_\_ Applying for FEMA grant funding in the amount of approximately \$391,524.00 to purchase 12 cardiac monitors/defibrillators and associated accessories with a ten percent (10%) cost share from the City.**  
Documents: [fema grant application.pdf](#)
17. **Res. No. \_\_\_\_\_ Purchasing 2,059.1 stream credits and 1.36 wetland credits from Martin Creek Mitigation Bank in the amount of \$116,460.00 to satisfy the mitigation requirements for expanding the existing landfill, and appropriating funds for said purchase.**  
Documents: [wetland credit purchase martin creek mitigation bank.pdf](#)
18. **Res. No. \_\_\_\_\_ Approving a Summary Change Order to the contract with Layne Christensen Company for the Tuscaloosa Test Well Project, which results in a cost decrease of \$8,029.13, making the final adjusted contract price \$622,001.87.**  
Documents: [change order layne christensen company.pdf](#)
19. **Res. No. \_\_\_\_\_ Re-appointing Albert Kirkland as a member of the National Peanut Festival Association, Inc. Board of Directors.**  
Documents: [reappointment kirkland npf.pdf](#)
20. **Res. No. \_\_\_\_\_ Appointing John Ferguson as one of the City's representatives on the Policy Committee of the Southeast Wiregrass Area Metropolitan Planning Organization.**  
Documents: [appointment ferguson mpo.pdf](#)
21. **Res. No. \_\_\_\_\_ Awarding bids and approving purchases over \$15,000.00 by the City.**  
Documents: [bids and purchases.pdf](#)
22. **Res. No. \_\_\_\_\_ Approving advance travel requests for City employees.**  
Documents: [travel requests.pdf](#)
23. **Acceptance of right-of-way deed from William S. Fuller, Jr. for 489 Southgate Road.**  
Documents: [row deed southgate fuller.pdf](#)

24. **Acceptance of utility easement from BHR Properties, LLC to maintain existing sanitary sewer facilities on Napier Field Road.**

Documents: [easement bhr properties.pdf](#)

25. **Acceptance of utility easement from Carla Faye Watson West and Jerry L. Segars to maintain existing sanitary sewer facilities at 3373 Napier Field Road.**

Documents: [easement west segars.pdf](#)

26. **Acceptance of utility easement from Cook's Properties, LLC to maintain existing sanitary sewer facilities on Napier Field Road.**

Documents: [easement cooks properties.pdf](#)

27. **Adjournment.**

# *City of Dothan*

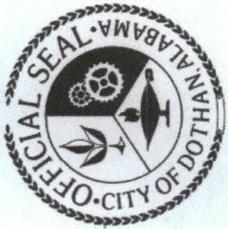
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## *Public Hearing for Weed Abatement*

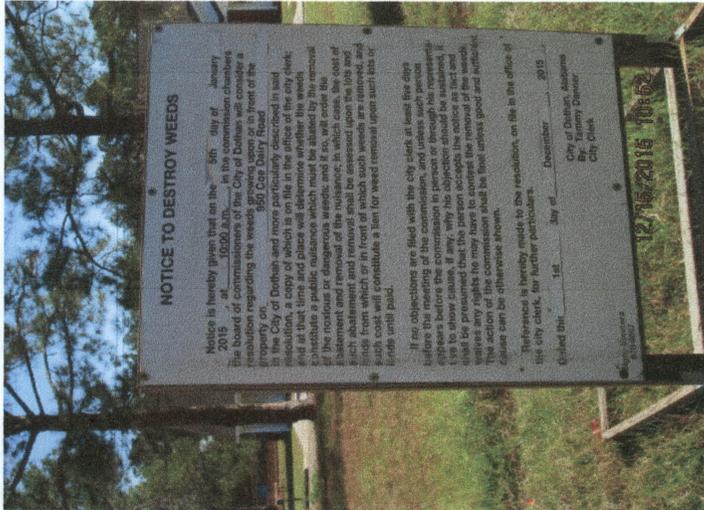
*January 05, 2016*

*Department of Planning and Development*





# Weed Abatement 950 Coe Dairy Rd.





NOTICE

Notice is hereby given that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Board of Commissioners of the City of Dothan, Alabama, will consider for passage and adoption at its regular meeting in the Commission Chamber in the City Hall of said City the following ordinance at which time all persons who desire shall have an opportunity of being heard in opposition to or in favor of said ordinance.

ORDINANCE NO. 20\_\_\_\_-\_\_\_\_\_

BE IT ORDAINED by the Board of Commissioners of the City of Dothan, Alabama, as follows:

Section 1. Upon the favorable recommendation by a nine to zero vote by the Planning Commission of the City of Dothan, Alabama on November 18, 2015, and after public notices and hearing thereon as required by law, Chapter 114 of the Code of Ordinances of the City of Dothan, Alabama, and the Zoning Map of the City of Dothan, Alabama, adopted therein and on file in the offices of the City Clerk and the City Engineer of the City of Dothan, Alabama, are hereby amended as follows:

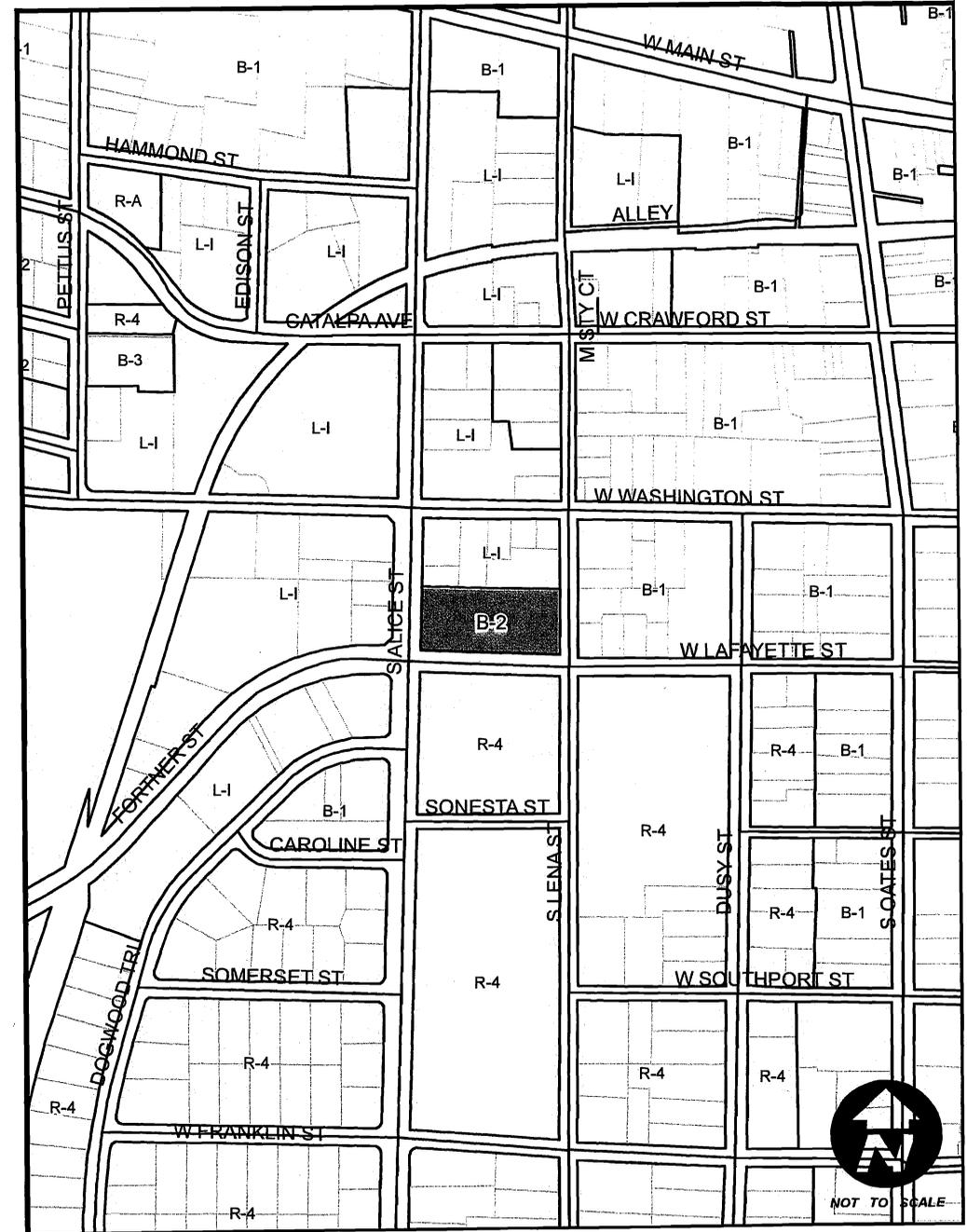
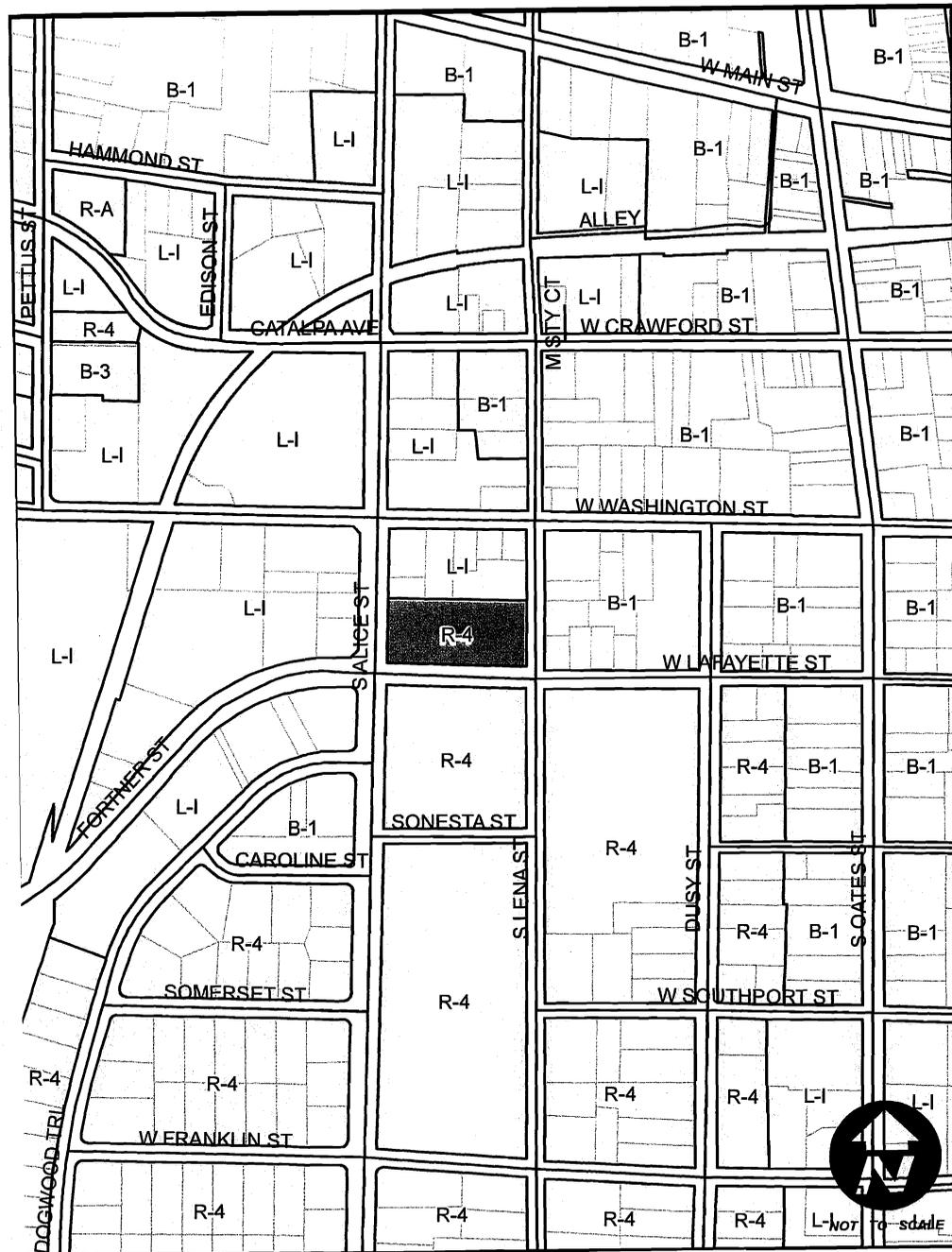
The following described land, owned by Boys Club of Dothan, now zoned R-4 District by Chapter 114 of the Code of Ordinances and shown on the Zoning Map of the City of Dothan, Alabama, is hereby rezoned and classified as B-2 District:

A parcel of land located in the City of Dothan, Houston County, Alabama, and being more particularly described as follows:

Commencing on the Northwest corner of the intersection of South Lena Street with West Lafayette Street, and running thence Westerly along the North side of West Lafayette Street 409.62 feet to the East side of South Alice Street; thence running North 3°-27' East along the East side of South Alice Street 173.574 feet; thence South 86°-40' East a distance of 404.80 feet to the West side of South Lena Street; thence South 2°-13' West along the West side of South Lena Street a distance of 186.147 feet to the point of beginning.

Current Zoning  
R-4: Residential, Attached  
High, High Density (2-7 units)

Proposed Zoning  
B-2: Highway Commercial



Section 2. That portions of said Zoning Map of the City of Dothan, Alabama, referred to in said Chapter 114 of the Code of Ordinances, which have been zoned and classified as set out above to be changed to show aforesaid rezoning and classification.

PASSED, ADOPTED, AND APPROVED ON \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Tammy Danner, City Clerk

\_\_\_\_\_  
Associate Commissioner District 1

\_\_\_\_\_  
Associate Commissioner District 2

\_\_\_\_\_  
Associate Commissioner District 3

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Associate Commissioner District 4

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Associate Commissioner District 5

\_\_\_\_\_  
Associate Commissioner District 6  
*BOARD OF CITY COMMISSIONERS*

\*\*\*\*\*

I hereby certify that the above ordinance/notice was published once a week for two consecutive weeks in THE DOTHAN EAGLE on \_\_\_\_\_ and \_\_\_\_\_.

\_\_\_\_\_  
Tammy Danner, City Clerk

\*\*\*\*\*

I, Tammy Danner, do hereby certify that the above ordinance was published in THE DOTHAN EAGLE, a newspaper of general circulation and published in the City of Dothan, Alabama, on \_\_\_\_\_.

\_\_\_\_\_  
Tammy Danner, City Clerk

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I hereby certify that a copy of the above ordinance has been filed in the Office of the Probate Judge together with plans pertaining thereto.

\_\_\_\_\_  
Tammy Danner, City Clerk



**PLANNING COMMISSION**  
**STAFF REPORT – November 18, 2015 MEETING**  
**CASE NUMBER: RZ-15-0679**  
**Case Manager: Frank G. Breaux, AICP**

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**Summary of Information:**

Property Location:	457 South Alice Street
Requested Action:	Rezoning from R-4 to B-2
Applicant:	Boys and Girls Club of the Wiregrass, Inc.
Property Owner:	Boys and Girls Club of the Wiregrass, Inc.

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**Zoning/Land Use:**

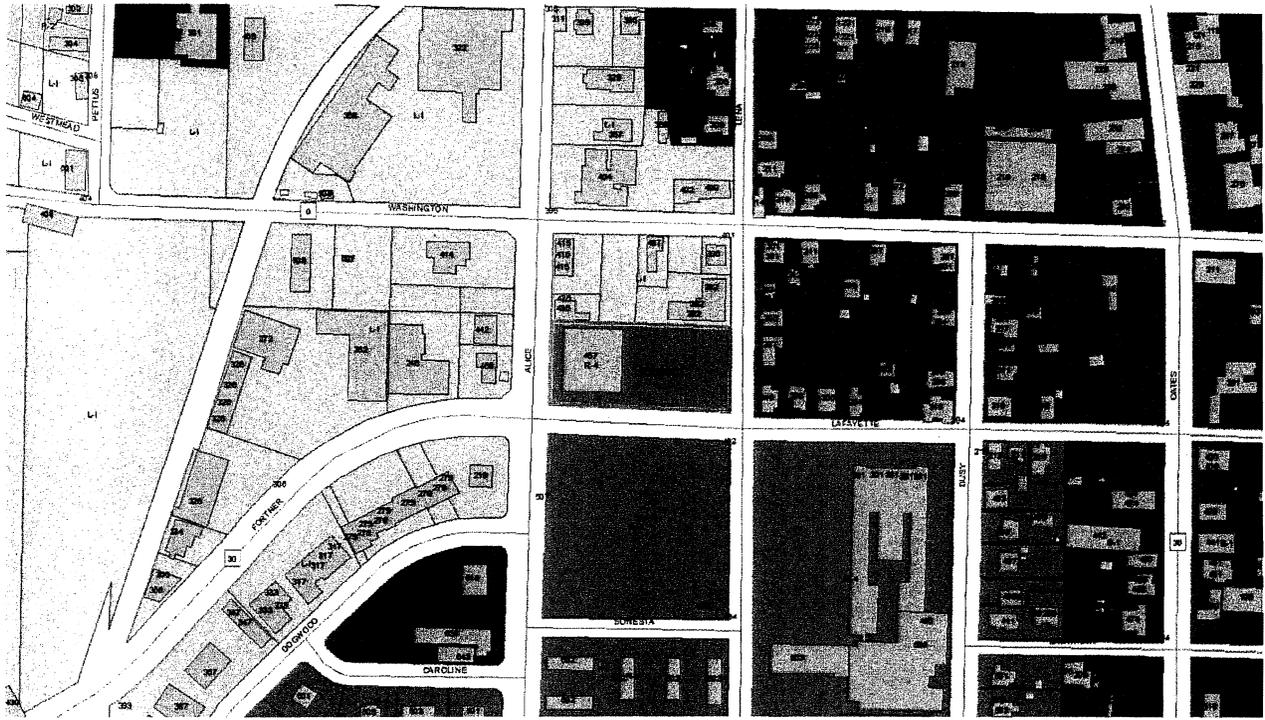
EXISTING LAND USE - SUBJECT	COMMERCIAL/FRATERNAL CLUB
EXISTING LAND USE - NORTH	COMMERCIAL/RETAIL & OFFICE
EXISTING LAND USE - SOUTH	INSTITUTIONAL/PARK
EXISTING LAND USE - EAST	RESIDENTIAL/SINGLE-FAMILY & DUPLEX
EXISTING LAND USE - WEST	COMMERCIAL/MIXED
ZONING DISTRICT - SUBJECT	R-4 (RESIDENTIAL ATTACHED HIGH-DENSITY)
ZONING DISTRICT - NORTH	L-1 (LIGHT INDUSTRIAL)
ZONING DISTRICT - SOUTH	R-4
ZONING DISTRICT - EAST	B-1 (Central Business District)
ZONING DISTRICT - WEST	L-1
PROPOSED ZONING - SUBJECT	B-2 (HIGHWAY COMMERCIAL)

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**ARTICLE VII. - CLASSIFICATION AND ESTABLISHMENT OF USES**

*B-2, Highway commercial.* The B-2 district is intended for major retail and service activities removed from the CBD, with major thoroughfare access and with adequate open space and parking. Landscaping and aesthetic considerations are important to this area with regional significance. The district is intended to serve residents, non-residents and transient traffic using major thoroughfares that run through and around the city. Development or redevelopment of these areas is subject to all regulations as established in article V, development plans, and is also subject to regulations and design guidelines as established for the downtown overlay district.

**General Discussion:** The subject property is approximately 1.57 acres in size and is located between the corner of South Alice Street/West Lafayette Street and the corner of South Lena Street/West Lafayette Street. The property is the site of the Boys and Girls Club of the Wiregrass, a **legally existing nonconforming use** within the R-4 District. The applicant seeks to rezone the property to the B-2 designation in order to cure the nonconformity and to secure additional signage rights.

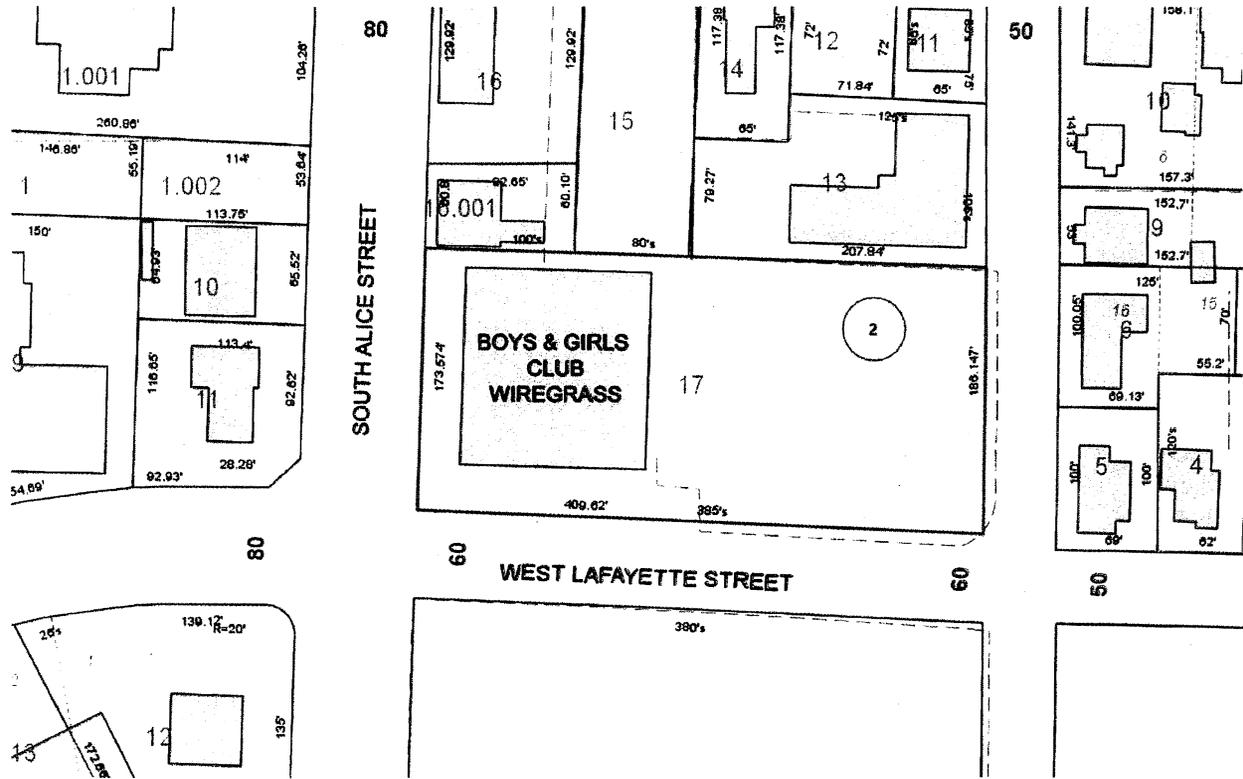


VICINITY



AERIAL

## BOYS & GIRLS CLUB OF THE WIREGRASS



**SUBJECT PARCEL**

**Findings of Fact:**

- A Fraternal Club **is not** an allowable use within the R-4 Zoning District.
- A Fraternal Club **is** a permitted **“by right”** use within the B-2 Zoning District.
- The property is adjacent to commercial property to the west and to the north and occupies an otherwise commercial corner.
- The immediate vicinity constitutes a transition between Downtown Commercial, Light Industrial and Multi-Family zoned areas.
- Similar nearby uses include the Alfred Saliba Family Services Center located on the south side of West Lafayette Street.
- The residential uses to the east of the subject are located within the B-1 Central Business District.

**Land Use Impact on Vicinity:** The land uses allowed within the B-2 District are similar to those of existing uses at this commercial corner and the residential properties to the east of the site are located within an existing commercial zoning district (B-1).

**Land Use Compatibility/Land Use Plan:** The Future Land Use Map identifies the subject parcel as suitable for Single-Family Residential use and the request is therefore inconsistent with the Future Land Use Plan. However, the prevailing land uses and the existing land use pattern would suggest that this corner property is more suitable for commercial use.

**Impact on the Environment:** The property is typical of others in the vicinity and there are no anticipated environmental impacts.

**Impact on Public Services and Facilities:** The property is located within the urbanized area and existing infrastructure may need to be upgraded depending upon the ultimate use of the remainder of the property. The Utilities Department has offered no comments at this time and the Fire Department has indicated that any new building construction may require additional fire protection.

**Staff Recommendation:**

Staff finds that the request is reasonable given the property's location and the applicant's desire to cure its nonconforming status. Although inconsistent with the Future Land Use Map, staff finds that the existing use is compatible with current land use patterns in the general vicinity. Staff therefore recommends that Case No. RZ-15-0679, a request to rezone 1.57 acres located at 457 South Alice Street from R-4 to B-2, having been duly considered in a public hearing held on November 18, 2015, following advertised legal notice, **be referred to the Dothan City Commission for approval** with an affirmative recommendation from the Planning Commission subject to the provisions of the City of Dothan Zoning Ordinance.

**New Business**

3. **S-15-0645: Request approval of a final plat of a replat of lot 2, block "A" of Woodtrails Subdivision located at 204 Sumac Court, A-C District, Steve & Lisa Reid represented by Polyengineering.** Mr. Breaux discussed the location and division of the property. Mr. Breaux stated there was an issue regarding a note on the original plat that no lot would be smaller than three acres until public water and sewer were provided. Mr. Breaux stated the Engineering Department has no issues with the lots being smaller than three acres. Mr. Rick Kinsaul presented the request. Mr. Kinsaul stated that he has discussed this issue with the Health Department and a document will be recorded that is signed by all the property owners agreeing to the smaller lot sizes. Chairman Harris asked if there was anyone present regarding this request and there were none. ***Chairman Harris called for a motion regarding S-15-0645. Mr. Bush made a motion to approve S-15-0645 with staff recommendations. Ms. White seconded and the motion passed unanimously.***

\* 4. **RZ-15-0679: Request recommendation of a Rezoning for a parcel of land located at 457 S. Alice St., (38-09-06-24-3-002-017.000) from R-4 District to a B-2 District, Boys & Girls Clubs of the Wiregrass, Inc.** Mr. Breaux discussed the location and details of the request. Mr. Phillip Gilley, the Executive Director of The Boys & Girls Club, presented the request. Mr. Gilley discussed the future plans and use of the property. Chairman Harris asked if there was anyone present concerning this request and there were none. Vice Chairman Coleman asked if there were any concerned citizens prior to the meeting and Mr. Breaux stated that staff has received no calls. ***Chairman Harris called for a motion regarding RZ-15-0679. Vice Chairman Coleman made a motion to recommend for City Commission approval for case RZ-15-0679 with the change from R-4 to B-2 zoning. Ms. White seconded and the motion passed unanimously.***

5. **DP-15-0683: Request approval of a Development Plan for a building expansion and alternate parking surface at Unifirst Corp., 208 S Edgewood Dr., B-1 District, Unifirst Corp.** Mr. Breaux discussed the location and history of the use of the property. Mr. Breaux stated the request is for a building expansion and gravel parking. Mr. Jake Reece and Mr. Jason Brunson presented the request. Mr. Reece discussed the expansion of the parking area and use of gravel. Mr. Reece discussed the detention pond and stated there will be an easement document in place prior to permitting the expansion. Chairman Harris discussed the proposed gravel parking lot that will be used daily by the employees and showing the type of base being used to accommodate the heavy traffic. Chairman Harris recommended this base being approved by engineering prior to requesting a permit. Ms. Pettway asked if Unifirst is opposed to using asphalt. Mr. Reece stated it was a budget issue to use asphalt, but plan to use asphalt in the future. Mr. Reece stated the gravel will be used as a base in the future. Vice Chairman Coleman asked if there were any issues with the seven staff items, and Mr. Reece stated there were no issues. ***Chairman Harris called for a motion regarding DP-15-0683. Ms. White made a motion to approve DP-15-0683 with staff recommendations. Ms. Pettway seconded and Mr. Palmer entered into discussion. Mr.***

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the following properties are overgrown with weeds, scrub, wild bushes, grass or other vegetable growth which bear seeds of a wingy or downy nature or which attain such growth of 12 inches or taller which becomes a fire menace when dry or are otherwise noxious or dangerous;

**2175 Denton Road**

Parcel 38-09-01-11-2-001-003.055  
Lot 10 Block A Chantilly Village Building J

**829 Chickasaw Street**

Parcel 38-09-06-14-4-009-002.000  
Lot in NE SE SE S14 T3 R26

**941 Chickasaw Street**

Parcel 38-09-06-14-4-009-006.002  
Commencing @ Intersection N Edgewood Drive & Chickasaw Street SE¼ of SE¼ S14 T3N R26E then E along R/W 105' to POB then E along R/W 70' S 200' W 70' N 200' to POB

**130 Woods Drive**

Parcel 38-09-07-26-2-001-023.000  
Lot 23 Block 1 REP A-D Bell Merrill Subdivision

**WHEREAS**, said conditions are injurious to the general public health, safety and welfare by providing breeding grounds and shelter for rats, mice, snakes, mosquitoes and other vermin, insects and pests, by causing the spread of weeds, by hiding debris, such as broken glass or metal, which could inflict injury on any person going upon the property, and

**WHEREAS**, said conditions are unsightly and diminish the property value of neighboring properties, and

**WHEREAS**, efforts to get the property owners to correct the above deficiencies have been in vain.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Dothan, Alabama, as follows:

**Section 1.** It is hereby declared that the above listed properties are injurious to the health, safety and welfare of the community or a portion thereof, and therefore are nuisances and should be abated.

**Section 2.** That a public hearing on this matter shall be held at the regularly scheduled Commission meeting of the Dothan City Commission, in the Civic Center, 126 N. St. Andrews Street, Dothan, Alabama, at 10:00 a.m. on the 19<sup>th</sup> day of January, 2016 for the Board of Commissioners to hear any objections and vote to abate the nuisances.

**PASSED, APPROVED AND ADOPTED** on the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**Associate Commissioner District 1**

\_\_\_\_\_  
**Tammy Danner**  
City Clerk

\_\_\_\_\_  
**Associate Commissioner District 2**

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**Associate Commissioner District 3**

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**Associate Commissioner District 4**

\_\_\_\_\_  
**Associate Commissioner District 5**

\_\_\_\_\_  
**Associate Commissioner District 6**  
**BOARD OF COMMISSIONERS**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the following properties are overgrown with weeds, scrub, wild bushes, grass or other vegetable growth which bear seeds of a wingy or downy nature or which attain such growth of 12 inches or taller which becomes a fire menace when dry or are otherwise noxious or dangerous;

**950 Coe Dairy Road**  
Parcel 38-09-07-36-1-006-001.000  
Lot 14 Block A 5<sup>th</sup> Addition Cloverdale Subdivision

**300 Montana Street**  
Parcel 38-09-06-14-4-013-015.000  
S 45' of Lot 9 Block G North Highlands

**495 E. Selma Street**  
Parcel 38-09-07-25-1-001-013.000  
Lot 6 Block D Vann Subdivision

**WHEREAS**, a public hearing was held on the 5<sup>th</sup> day of January, 2016 to hear any objections to the abatement of nuisances on the above properties.

**WHEREAS**, no objections were filed.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Dothan, Alabama, as follows:

**Section 1.** It is hereby declared that the following listed properties; more particularly described above, are injurious to the health, safety and welfare of the community or a portion thereof, and therefore are nuisances and should be abated.

**950 Coe Dairy Road**  
**300 Montana Street**  
**495 E. Selma Street**

**Section 2.** That the City is hereby authorized and directed to abate such nuisances by removing, or causing to be removed, any and all weeds, scrub, wild bushes, grass or other vegetable growth which bear seeds of a wingy or downy nature or which attain such growth of 12 inches or taller which becomes a fire menace when dry or are otherwise noxious or dangerous.

**Section 3.** That all costs associated with the abatement procedures will be assessed against the property and added to the next tax bill. Property that has been brought into compliance, or is brought into compliance prior to the City's abatement, will be assessed with all costs associated with the abatement procedures up to the date of compliance. All such costs will be assessed and collected pursuant to the City of Dothan Code of Ordinances Section 106-31 *et. seq.*

**PASSED, APPROVED AND ADOPTED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**Associate Commissioner District 1**

\_\_\_\_\_  
**Tammy Danner**  
**City Clerk**

\_\_\_\_\_  
**Associate Commissioner District 2**

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**Associate Commissioner District 3**

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**Associate Commissioner District 4**

\_\_\_\_\_  
**Associate Commissioner District 5**

\_\_\_\_\_  
**Associate Commissioner District 6**  
**BOARD OF COMMISSIONERS**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the following properties are overgrown with weeds, scrub, wild bushes, grass or other vegetable growth which bear seeds of a wingy or downy nature or which attain such growth of 12 inches or taller which becomes a fire menace when dry or are otherwise noxious or dangerous;

**950 Coe Dairy Road**

Parcel 38-09-07-36-1-006-001.000  
Lot 14 Block A 5<sup>th</sup> Addition Cloverdale Subdivision

**300 Montana Street**

Parcel 38-09-06-14-4-013-015.000  
S 45' of Lot 9 Block G North Highlands

**495 E. Selma Street**

Parcel 38-09-07-25-1-001-013.000  
Lot 6 Block D Vann Subdivision

**WHEREAS**, a public hearing was held on the 5<sup>th</sup> day of January, 2016 to hear any objections to the abatement of nuisances on the above properties.

**WHEREAS**, the Board of Commissioners heard and considered all evidence, objections and protests regarding the proposed abatement of the above nuisances.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Dothan, Alabama, as follows:

**Section 1.** It is hereby declared that the following listed properties; more particularly described above, are injurious to the health, safety and welfare of the community or a portion thereof, and therefore are nuisances and should be abated.

**950 Coe Dairy Road**

Parcel 38-09-07-36-1-006-001.000  
Lot 14 Block A 5<sup>th</sup> Addition Cloverdale Subdivision

**300 Montana Street**

Parcel 38-09-06-14-4-013-015.000  
S 45' of Lot 9 Block G North Highlands

**495 E. Selma Street**

Parcel 38-09-07-25-1-001-013.000  
Lot 6 Block D Vann Subdivision

**Section 2.** That the City is hereby authorized and directed to abate such nuisances by removing, or causing to be removed, any and all weeds, scrub, wild bushes, grass or other vegetable growth which bear seeds of a wingy or downy nature or which attain such growth of 12 inches or taller which becomes a fire menace when dry or are otherwise noxious or dangerous.

**Section 3.** That all costs associated with the abatement procedures will be assessed against the property and added to the next tax bill. Property that has been brought into compliance, or is brought into compliance prior to the City's abatement, will be assessed with all costs associated with the abatement procedures up to the date of compliance. All such costs will be assessed and collected pursuant to the City of Dothan Code of Ordinances Section 106-31 *et. seq.*

Res. No. \_\_\_\_\_ continued.

PASSED, APPROVED AND ADOPTED on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Associate Commissioner District 1

\_\_\_\_\_  
Tammy Danner  
City Clerk

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Associate Commissioner District 2

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Associate Commissioner District 3

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Associate Commissioner District 4

\_\_\_\_\_  
Associate Commissioner District 5

\_\_\_\_\_  
Associate Commissioner District 6  
**BOARD OF COMMISSIONERS**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the following listed properties were determined, by Resolutions Number 2015-308 and 2015-344, to be nuisances which should be abated:

1. 1301 Petty Street
2. 103 Edgefield Road & Surrounding Lots
3. 504 Meadow Court
4. 701 S. Edgewood Drive
5. 909 Tuskegee Avenue
6. 627 Chapelwood Drive
7. 2202 Rocky Brand Road

**WHEREAS**, the City of Dothan incurred certain costs in the notification and abatement of such nuisances; and

**WHEREAS**, an itemized report of the cost incurred in the notification and abatement of such nuisances has been prepared and posted near the chamber door at least five days prior to this date.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Dothan, Alabama, as follows:

**Section 1.** That the itemized report of the costs incurred in notification and abatement of the nuisances is hereby confirmed.

**Section 2.** That the itemized report shall be turned over to the county tax collector and the amounts due shall be added to the next regular bills for taxes levied against the respective lots and parcels of land.

**PASSED, APPROVED AND ADOPTED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
**Mayor**

**ATTEST:**

\_\_\_\_\_

**City Clerk**

\_\_\_\_\_  
**Associate Commissioner District 1**

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**Associate Commissioner District 5**

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**Associate Commissioner District 6**  
**BOARD OF COMMISSIONERS**

**REPORT ON COST OF WEED ABATEMENT**

The following properties were found to be a nuisance due to violations of the City of Dothan Weed Control Ordinance, pursuant to Resolutions No. 2015-308 and 2015-344. The amount listed below the property address is the cost of abating the nuisance. Five (5) of the properties were brought into compliance without the necessity of city crews doing the work. For the complying properties, the cost will be limited to the cost of erecting the sign on said property, if applicable, and the cost of publishing the notice in the newspaper.

**First Federal Bank of Florida**  
**1301 Petty Street**  
**38-09-07-25-3-006-040.000**

Sign	\$	89.00
Newspaper Notice		93.00
Lot Cleanup Cost		166.53
<b>Total</b>	<b>\$</b>	<b><u>348.53</u></b>

**Tumbleweed Realty, LLC**  
**103 Edgefield Road & Surrounding lots**  
**38-09-04-20-0-007-010.000**

Sign	\$	-
Newspaper Notice		31.00
Lot Cleanup Cost		-
<b>Total</b>	<b>\$</b>	<b><u>31.00</u></b>

**Ameris Bank**  
**504 Meadow Court**  
**38-09-07-25-2-005-021.000**

Sign	\$	89.00
Newspaper Notice		93.00
Lot Cleanup Cost		83.26
<b>Total</b>	<b>\$</b>	<b><u>265.26</u></b>

**Tumbleweed Realty, LLC**  
**103 Edgefield Road & Surrounding lots**  
**38-09-04-20-0-007-011.000**

Sign	\$	-
Newspaper Notice		31.00
Lot Cleanup Cost		-
<b>Total</b>	<b>\$</b>	<b><u>31.00</u></b>

**Mike E. Bonita**  
**701 S. Edgewood Drive**  
**38-09-06-23-4-001-008.000**

Sign	\$	89.00
Newspaper Notice		93.00
Lot Cleanup Cost		-
<b>Total</b>	<b>\$</b>	<b><u>182.00</u></b>

**Robert Estes**  
**909 Tuskegee Avenue**  
**38-10-04-18-3-007-008.000**

Sign	\$	-
Newspaper Notice		93.00
Lot Cleanup Cost		-
<b>Total</b>	<b>\$</b>	<b><u>93.00</u></b>

**Tumbleweed Realty, LLC**  
**103 Edgefield Road & Surrounding lots**  
**38-09-04-20-0-007-009.000**

Sign	\$	-
Newspaper Notice		31.00
Lot Cleanup Cost		-
<b>Total</b>	<b>\$</b>	<b><u>31.00</u></b>

**Ryan J. Reeves**  
**627 Chapelwood Drive**  
**38-09-04-20-0-002-055.000**

Sign	\$	-
Newspaper Notice		93.00
Lot Cleanup Cost		-
<b>Total</b>	<b>\$</b>	<b><u>93.00</u></b>

**Zeke Curry, Jr.**  
**2202 Rocky Branch Road**  
**38-10-03-06-3-003-033.000**

Sign	\$	-
Newspaper Notice		93.00
Lot Cleanup Cost		-
<b>Total</b>	<b>\$</b>	<b><u>93.00</u></b>

**Total** **\$** **1,167.79**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, requests for cash appropriations for various agencies were approved for Fiscal Year 2016 and Fiscal Year 2017 by Resolution No. 2015-284.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Dothan, Alabama, as follows:

**Section 1.** That the balance of the Fiscal Year 2016 appropriation for The Downtown Group be reallocated to the Dothan Downtown Redevelopment Authority (DDRA) in the amount of \$14,549.94.

**Section 2.** That the Fiscal Year 2017 appropriation for The Downtown Group be reallocated to the Dothan Downtown Redevelopment Authority (DDRA) in the amount of \$19,400.00.

**Section 3.** That these appropriations are made at the pleasure of the City Commission who reserve the right to terminate or modify such appropriations.

**Section 4.** That the Mayor and the City Clerk of the City of Dothan, Alabama, are authorized and directed to pay these appropriations in monthly installments or as invoiced with such to be charged against the appropriate account in Fiscal Year 2016 and Fiscal Year 2017.

**PASSED, ADOPTED AND APPROVED** on \_\_\_\_\_.

**ATTEST:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Associate Commissioner District 1

\_\_\_\_\_  
Associate Commissioner District 2

\_\_\_\_\_  
Associate Commissioner District 3

\_\_\_\_\_  
Associate Commissioner District 4

\_\_\_\_\_  
Associate Commissioner District 5

\_\_\_\_\_  
Associate Commissioner District 6

**BOARD OF CITY COMMISSIONERS**

**RESOLUTION NO. \_\_\_\_\_**

**BE IT RESOLVED** by the Board of Commissioners of the City of Dothan, Alabama, as follows:

**Section 1.** That the City of Dothan enters into an agreement with Wiregrass Commons Mall for the lease of the Community Room as the District 6B polling location for the Special Municipal Election to be held on February 9, 2016 at a cost of \$400.00 which said agreement follows:



## Wiregrass Commons Mall

To: Tammy Danner  
From: Lynne Dickerson, Marketing Director  
Date: December 10, 2015  
Re: Required Coverage

---

We will need a Certificate of Insurance with \$1,000,000 Liability Insurance, and the following should be added to the Certificate of Insurance.

In Description of Operations/Locations/Vehicles/Special Items should read as follows:

**Additional Insured's:**

**PR Wiregrass Commons LLC; PREIT Services, LLC; PREIT Associates, L.P.**

The Certificate Holder should read as follows:

**PREIT Associates, L.P.  
c/o Wiregrass Commons Mall  
900 Commons Drive, Suite 414  
Dothan, AL 36303**

A copy of the Certificate of Insurance should be mailed or faxed to our office as soon as possible so we can forward it on to our corporate office. Our address is Wiregrass Commons Mall, 900 Commons Drive STE 414 Dothan, AL 36303. Fax Number: 334-792-0227.

Thank you

## Partnership Marketing License Agreement

This LICENSE AGREEMENT for TEMPORARY SPACE (the "Agreement") is made as of 2/8/2016, by and between the parties identified in Section 1 as "Licensor" and "Licensee" upon the terms and conditions hereinafter set forth. The Standard Terms and Conditions, Licensor's Rules and Regulations and all Addendums and Exhibits attached hereto, if any, are hereby made a part of this Agreement.

**I. FUNDAMENTAL PROVISIONS**

**A. CENTER OR MALL:** Wiregrass Commons Mall

**B. LICENSOR:** PREIT Services, LLC, as Agent for the Owner of the Center: PR WIREGRASS COMMONS LLC.

**C. LICENSEE:** Entity Name: City of Dothan, Alabama DBA: Municipal Election

**D. SPACE OR PREMISES:** Community Room  
 Licensor hereby licenses to Licensee and Licensee hereby accepts a non-transferable right and revocable license to occupy the Space identified above, subject however to the terms and conditions of this Agreement and to rules and regulations for the use of the Premises as prescribed in the attached Rules and Regulations and as amended from time to time by Licensor. See Exhibit A for Inventory.

**E. TERM:** Commencement Date: 2/8/2016 Expiration Date: 2/9/2016 Possession Date: 2/8/2016  
 Licensee will continuously operate in the Space throughout the Term of this Agreement during all Center hours, unless otherwise expressly set forth in writing in this Agreement.

**F. USE:** Licensee shall use the Premises solely for the purpose of using the Community Room as a voting location for District 6 during the Municipal Election in February 2016. Licensee will use the Community Room starting on Feb. 8 through Feb. 9, 2016. Volunteers will need to arrive at 6am on the day of the election to setup and will stay until 9pm or until all paperwork is completed after the polls are closed., and for no other purpose. Any changes to this use must first be approved in writing by Management.

**G. CHARGES:** Licensor shall pay all of the following charges:  
 1. **Fixed Charge:** Licensee shall pay to Licensor a total Fixed Charge (the "Fixed Charge") of \$400.00 per Term.

**H. TOTAL PAYABLE ON LICENSE EXECUTION:** Licensee shall pay Licensor, concurrent with the execution of this Agreement by Licensee, the total amounts as defined in Section G (#1,2) set forth in Payment Schedule below:

a)                      \$400.00    on                      2/8/2016

**I. OPERATION OF BUSINESS:** Licensee shall operate its business so as not to interfere with pedestrian traffic in the common area of the Center, and so as not to create any hazard or nuisance or in any other way interfere with the operation of the common area or other businesses.

**J. EQUIPMENT:** Licensor shall have no obligation to improve the Premises or install any equipment and Licensee shall, at its sole cost and expense, install all such equipment and display fixtures (collectively the "Display") conforming to all applicable governmental requirements and to Licensor's specifications. Licensee must receive written approval of Display design from Licensor's Center manager prior to commencing any installation of the Display fixtures. All Displays must conform to the Center's Rules and Regulations. Licensee must make all necessary or reasonable provisions to safeguard the public from any and all power cords, fixtures or apparatus, including but not limited to, all provisions specified by Licensor's Center manager. Licensee shall be responsible for any and all set-up and breakdown of Displays used by Licensee. Licensee shall pay to Licensor all costs incurred by Licensor in connection with or arising out of the event/promotion, including but not limited to Licensor's cost of hiring extra security personnel. All such amounts shall be paid by Licensee to Licensor within 30 days of receipt of invoice for same from Licensor.

**K. INSURANCE CERTIFICATE:** Prior to obtaining possession, Licensee shall comply with the insurance provisions in Section 5 of the Standard Terms and Conditions and obtain and deliver to Licensor a valid Certificate of Insurance listing Licensor, Owner and the following entities as additional insureds (collectively the "Additional Insureds"): PR Wiregrass Commons LLC, PREIT Services, LLC, PREIT Associates, L.P.. If a Certificate is not obtainable, at Licensor's sole discretion, Licensee must obtain written permission from Management and provide a fully executed Indemnity Agreement from each third party participant at the event/promotion in the form of an Indemnification Agreement provided by Management.

**L. TERMINATION:** Licensee agrees to terms outlined in Section 7 of the Standard Terms and Conditions.

**M. RELOCATION:** Licensor in its sole discretion may relocate Licensee to another location within the Center at any time. Licensee shall relocate its premises, at Licensee's sole cost and expense, to the alternate site within the Center selected by Licensor in Licensor's sole discretion. If Licensee shall not find the alternate site reasonably acceptable, then Licensee, as Licensee's sole right and remedy, may elect to terminate this Agreement by giving written notice to Licensor within 24 hours after Licensor has designated the alternate location. In the event of such termination, the Fixed Charge and Percentage Charge shall be prorated as of the date of the termination.

**N. RULES AND REGULATIONS:** Licensee shall, at its sole cost and expense and at all times, observe and comply with all laws, ordinances, rules, regulations and code requirements, including those of the Center Management and Licensor, as well as secure all applicable or necessary permits and licenses. Licensee shall also, at all times, conduct its activities in a lawful and tasteful manner in accordance with Licensor's specifications and dress in a professional image and in a manner that will complement the aesthetics of the Center. Licensee and its employees shall wear appropriate attire at all times while in the Center and are expressly prohibited from wearing jeans or sweat suits, which is a material covenant. See Exhibit B.

**O. NOTICES:** All notices pursuant to this agreement shall be made either i) in writing sent by reputable overnight courier service or mailed by certified mail, return receipt requested, and shall be deemed to be delivered on day of receipt by courier service, or three days after mailing; or ii) in writing sent by e-mail and shall be deemed to be delivered on the day of receipt by Licensee. Licensee must notify Licensor, in writing, of any change of address.

**BY EXECUTING THIS AGREEMENT, LICENSEE HEREBY ACKNOWLEDGES, HAS READ AND UNDERSTANDS THAT ARTICLE II CONTAINING STANDARD TERMS AND CONDITIONS IS PART OF THIS AGREEMENT, ALONG WITH ALL ATTACHED EXHIBITS. LICENSEE AGREES THAT LICENSOR HAS MADE NO REPRESENTATIONS REGARDING THE SUCCESS OR FAILURE OF LICENSEE'S BUSINESS OR OPERATIONS, ANY OTHER LEASED PREMISES IN THE SHOPPING CENTER, OR CURRENT OR ANTICIPATED SHOPPING CENTER FOOT TRAFFIC. LICENSEE ACKNOWLEDGES THAT LICENSOR HAS MADE NO REPRESENTATIONS CONCERNING THE POSSIBILITY OF THE EXTENSION OR RENEWAL OF THE LICENSE TERM BEYOND THE PERIOD SET FORTH HEREIN. LICENSEE ACKNOWLEDGES THERE IS NO IMPLIED LONGER TERM AGREEMENT OR FIRST RIGHT OF REFUSAL TO ANY LOCATION. LICENSEE ALSO ACKNOWLEDGES RECEIPT OF THE RULES AND REGULATIONS THAT ACCOMPANY THIS AGREEMENT.**

There are no oral agreements between the parties hereto affecting this License Agreement, and this License Agreement supersedes and cancels any and all previous negotiations, arrangements, proposals, representations, promises, warranties, and understandings between the parties hereto.

The submission by Licensor to Licensee of this License Agreement shall have no binding force or effect or confer any rights or impose any obligations upon either party until the execution thereof by Licensor.

IN WITNESS WHEREOF, the parties Intending legally to be bound hereby and for and in consideration of the mutual promises of each party contained herein, have entered into this Agreement as of the day and year first above written.

LICENSEE ENTITY: City of Dothan, Alabama  
 SIGNATURE NAME: Mike Schmitz

LICENSOR: PREIT Services, LLC, as Agent for the Owner: PR WIREGRASS COMMONS LLC  
 NAME: Bill Ingraham

BY: (Signature) \_\_\_\_\_

BY: (Signature) \_\_\_\_\_

TITLE: Major

TITLE: VP, Partnership & Property Marketing

FED ID # or SOCIAL SECURITY # \*\*\*\*\*1243, Non-corporate entity

NOTICE ADDRESS (P.O. Box Numbers Are Not Acceptable):  
 LICENSEE NAME: City of Dothan, Alabama  
 P.O. Box 2128,  
 Dothan, AL 36302  
 TELEPHONE: (334) 615-3161  
 FAX: (334) 615-3169  
 EMAIL NOTICE ADDRESS:

ADDRESS: See Address in Exhibit A  
 EMAIL NOTICE ADDRESS: dickersl@preit.com

**II. STANDARD TERMS AND CONDITIONS**

**1. PROHIBITION AGAINST ASSIGNMENT:** Licensee shall not, without the prior written consent of Licensor assign or hypothecate this Agreement or any interest herein or allow anyone other than Licensee to use or occupy the Space or any part thereof. Any of the foregoing acts without such consent shall be void and shall, at the option of Licensor, terminate this Agreement. The Agreement shall not, nor shall any interest herein be assignable as to the interest of Licensee by operation of law without the prior written consent of Licensor.

**2. RULES AND REGULATIONS:** Licensee shall observe all municipal ordinances, laws, regulations and rules of any governing body having jurisdiction over Licensee and the Center. Licensee covenants that Licensee shall observe and abide by any regulation or requirement concerning its activity as promulgated by Licensor. If Licensor determines that Licensee's conduct or other activity is detrimental to the Center or a tenant or licensee therein, such conduct or activity shall cease immediately upon Licensor's request. If Licensee shall fail to cease such conduct or activity, Licensor may at Licensor's option, immediately terminate this Agreement.

**3. USE OF SPACE/WAIVER OF RESPONSIBILITY:** Licensee acknowledges that its use and occupancy of the Space and adjacent areas is at its own risk, cost and expense and on an "as-is" and "where is" basis. Licensee agrees to assume sole and exclusive responsibility for any loss (including personal and body injury or property damage) which may be sustained by Licensee, its employees, agents, representatives, invitees or property regardless of the cause of such loss. Licensee assumes full responsibility for obtaining insurance against any and all losses including, without limitation, fire, theft or other casualty.

Licensor and Licensor's principals, agents and employees shall not be liable for, and Licensee waives, all claims for loss or damage to Licensee's business or damage or injury to person or property sustained by Licensee or any person claiming by, through or under Licensee, resulting from any accident or occurrence in, or about the Space or any other part of the Center, including, without limitation, claims for loss, theft or damage resulting from: (1) any equipment or appliances being out of repair; (2) injury done or occasioned by wind or weather; (3) any defect in or failure to operate, for whatever reason, any sprinkler, heating or air-conditioning equipment, electric wiring or the installation thereof, gas, water or steam pipes, railings or walks; (4) broken glass; (5) the backing up of any sewer pipe or downspout; (6) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or other pipe; (7) the escape of steam or water; (8) water, snow or ice being upon or coming through the roof, sky light, trap door, stairs, doorways, windows, walks or any other place upon or near the Center; (9) the falling of any fixture, plaster, tile, stucco or other material; (10) any act, omission or negligence of other licensees or any other persons or occupants of the Center or of adjoining or contiguous buildings, or owners of adjacent or contiguous property or the public, or by operations in the construction of any private, public or quasi-public work; or (11) any other cause of any nature.

By taking possession of the Space, Licensee shall be deemed to have inspected and accepted the Space "as is" with no representation or warranty by Licensor. Licensee agrees that Licensor has no obligation to improve or repair the Space unless said obligation is specifically set forth in this Agreement.

Licensee shall, at all times during the Term, maintain the Space at its expense. In addition to all other remedies of Licensor under the Agreement, if: 1) Licensee does not complete its obligations to repair and maintain the Space as set forth herein; or 2) Licensor, in the exercise of its sole discretion, determines that emergency repairs are necessary; or 3) repairs or replacement of any portion of the Space or Center are made necessary by any act, omission or negligence of Licensee or its agents, employees or assignees, then in any such event, Licensor may make such repairs without liability to Licensee for any loss or damage that may accrue to Licensee, its merchandise, fixtures, or other property or to Licensee's business by reason of such repair. Further, upon completion of any such repair, Licensee shall pay upon demand, Licensor's costs for making such repairs together with Licensor's administrative costs related thereto, which amount shall equal 1.20 times the total cost of such repair. Licensee shall return the Space to Licensor in broom clean condition and restored to at least as good a condition as it was in before Licensee took possession thereof. No work shall be performed in or to the Space without Licensor's prior written approval.

**4. INDEMNITY:** To the extent state or federal law limit the terms and conditions of this clause, it shall be deemed so limited to comply with such law. Licensee shall defend, indemnify and hold harmless Owner, Licensor, all Additional Insureds, Pennsylvania Real Estate Investment Trust and their respective principals, agents, affiliates, stockholders, directors, partners, officers, employees and beneficiaries (collectively the "Indemnified Parties") of and from any and all loss, claims, demands, suits, damages, expenses, penalties, fees, fines, proceedings and liabilities, including without limitation, attorney's fees, court costs and other costs of defense, investigation and adjustment, arising out of or in connection with the performance of this Agreement and/or the use, occupancy or maintenance of the Space by through or under Licensee (collectively the "Loss"), provided that the Loss is attributable to bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, but only to the extent caused by the intentional or negligent acts or omissions of the Licensee, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such Loss is caused in part by any Indemnified Party. Licensee waives any and all right of recovery, claim, action or cause of action against the Indemnified Parties arising from any injury to or death of any person or on account of any damage to property, including loss of use thereof which may occur to Licensee or Licensee's employees or contractors or any party claiming by or through Licensee or Licensee's employees or contractors in connection with the performance of this Agreement, except for actions against Licensor or Owner for their respective intentional or negligent acts or omissions. These indemnification provisions shall survive the expiration or termination of this Agreement.

**5. INSURANCE:** Licensee agrees that Licensee shall, at Licensee's sole cost and expense, produce and continue in force: 1) Worker's Compensation in accordance with the laws of the state in which the Center is located; 2) Employer's Liability Insurance with minimum limits of at least Five Hundred Thousand Dollars (\$500,000.00); and 3) Commercial General Liability Insurance insuring Licensee, Owner, Licensor and all Additional Insureds against all claims, suits and actions for or on account of any damage or injury to property or persons arising out of this Agreement including, without limitation, activities occurring in, upon or about the Space, or Premises or Center and parking areas, or any parts thereof, and including without limitation, all damage from facilities, fixtures or the like, now or hereafter at or upon the Space or Premises, or any part thereof at all times during the occupancy of the Space by Licensee in the amount of at least One Million Dollars (\$1,000,000.00) combined single limit, each occurrence for cars, kiosk, events and for in-line spaces, for injury to persons or death and damage to property. Licensee's insurance shall be primary and non-contributory. All policies shall be written by an insurer authorized to engage in the business of insuring risks required hereunder to be insured in the state where the Center is located with a minimum AM Best rating of A XII. Licensee shall provide Licensor with copies of the policies or certificate evidence thereof, satisfactory to Licensor. All insurance (other than Worker's Compensation and Employer's Liability Insurance) required hereunder or obtained by Licensee shall name Licensor, Owner and all Additional Insureds as additional insured parties. Licensee shall waive all rights of recovery against Licensor and all Additional Insureds for loss or damage covered by any of the insurance maintained by the Licensee. If Licensor requires Licensee to insure property of Owner or Licensee, then Licensee shall name the Owner and Licensor as not only Additional Insureds but also as loss payee as their interests may appear.

**6. DEFAULT:** Any failure to perform or other breach of any provision of this Agreement by Licensee shall constitute a default under this Agreement and all other agreements or leases between Licensor and Licensee, if any. Any breach or default under any other agreement or lease between Licensor and Licensee shall constitute a default under this Agreement. Licensor may, upon a default, pursue any and all remedies available to it under this Agreement and at law or in equity. Such remedies shall include, but not be limited to, the right of Licensor to terminate this Agreement, the right of Licensor to terminate Licensee's right to possession under this Agreement but not to terminate this Agreement and the right of Licensor to recover against Licensee damages for loss of bargain, and not as a penalty, the then present worth of all fees and charges.

**7. TERMINATION:** Licensee's right to use and occupy the Space may be terminated upon Twenty Four (24) hours written notice by Licensor: (1) for any reason whatsoever with or without cause and in Licensor's sole discretion; or (2) in the event Licensee breaches any term of this Agreement or Licensor's Rules and Regulations or directions issued by Licensor. In the event of termination by Licensor, any deposits or charges paid by Licensee will not be refunded or pro-rated. If Licensee repudiates or breaches this Agreement or fails to complete the agreed upon term, Licensee will be fully responsible for all charges for the term agreed upon in this Agreement, and payment may be demanded in full at any time by Licensor. Licensee agrees, upon termination by Licensor to immediately cease use and occupancy and immediately remove any and all personnel, facilities, fixtures, goods, inventory and other property of Licensee from the Space, Center and parking areas or any parts thereof. Licensee acknowledges that the Space is being made available to Licensee pursuant to a license and NOT a lease, for a limited period of time and for limited purposes and that the area where the Space is located shall be used by Licensor for the general use and convenience of patrons of the Center or for construction and occupancy by a tenant. Accordingly, Licensee affirmatively acknowledges Licensor's remedies contained throughout the Agreement, including but not limited to those set forth in every Section of this Article II. If any legal action is brought by Licensor, Licensor shall be entitled to recover from Licensee, Licensor's attorney's fees, costs and other expenses incurred by Licensor in the enforcement of the provisions of this Agreement, and Licensee shall pay the same to Licensor upon Licensor's demand therefor.

**8. OTHER REMEDIES:** Licensee further hereby expressly authorizes and empowers (which power is coupled with an interest) Licensor, upon the occurrence of a breach, to exercise the remedy of self-help and to enter upon the Space, distraint upon and remove therefrom all inventory, equipment, machinery, trade fixtures and personal property of whatsoever kind of nature, whether owned by Licensee or by others, and to proceed without judicial decree, writ of execution or assistance or involvement of constables or officers, to conduct a private sale, by auction or sealed bid without restriction or to dispose thereof otherwise. Licensee hereby waives the benefit of all laws, whether now in force or hereafter enacted, exempting any personal property at the Space from sale or levy, whether execution thereon is had by order of any court or assistance or involvement of constables or officers, or through self-help, private sale or other disposition hereinabove authorized.

**9. RESPONSIBILITY:** If two (2) or more persons shall execute this Agreement as Licensee, the liability of each person shall be joint and several. This Agreement, Licensor's Rules and Regulations and all Addendums and Exhibits to which this Agreement refers constitutes the entire Agreement of Licensor and Licensee hereto with respect to the subject matter hereof and no provisions shall be waived or modified except in writing signed by Licensor and Licensee. The benefit and obligations of this Agreement shall inure to and be binding upon the parties hereto and their respective permitted successors and legal representatives. If any provision or portion hereof or any application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**10. EFFECT OF FAILURE TO VACATE: ADDITIONAL PAYMENT:** If Licensee or any person(s) claiming under Licensee remains in possession of the Space or any part thereof after the earlier of the termination of this Agreement or the Expiration Date, no license, tenancy or interest in the Space shall result therefrom; rather, such failure to vacate shall be unlawful trespass and all such persons shall be subject to immediate removal, and Licensee shall pay, as liquidated damages, a sum equal to Five Hundred Dollars (\$500.00) per day for such period.

**11. SIGNAGE:** Licensee is responsible for all signage, including interior and exterior signs and installation and removal, at Licensee's sole cost. All signage must be pre-approved by Licensor and hand-written signs are not permitted. Additionally, no banner signs are permitted unless previously approved in writing. Licensee shall remove any signage deemed inappropriate by Licensor.

**12. VISUAL MERCHANDISING:** Licensee shall comply with the visual merchandising standards of Licensor. Licensee understands and agrees to implement the approved visual merchandising recommendations of Licensor and change its visual merchandising presentation as requested by Licensor. Licensee hereby agrees that any photos or videos of the Premises or Space, including, but not limited to, Licensee's material and intellectual property, taken by Licensor shall remain exclusively the property of Licensor and may be used by Licensor for any purpose whatsoever without any obligation on the part of the Licensor to inform Licensee or obtain Licensee's permission. Licensor may take photos and videos of the Premises/space/event or activity and/or employees or associates of Licensee and use same for any purpose and in any medium whatsoever, including but not limited to social media/advertising/public relations/internet/blogging/instant messaging/television and/or radio.

**13. SOLICITATION:** Licensee hereby covenants and agrees that it will confine itself, its employees, agents and/or representatives to the Space, and that it will not, under any circumstances, leave the Space to interrupt the customers of the Center or any other persons in order to solicit such customers, conduct membership drives, obtain signatures, or otherwise bother, harass or accost customers or any other persons at the Center.

**14. CONFIDENTIALITY:** Licensee understands and agrees that any and all term, charges, and other information contained herein, as well as sales and conversations with Licensor or its representatives is confidential. Any breach of this will be grounds for immediate termination of the Agreement.

**15. NONDISCRIMINATION:** Licensee shall not discriminate in the conduct and operation of its business in the Premises against any person or group of persons because of their race, age, color, sex, national origin, disability, religion or other classification of such person or group of persons and in the event there is an allegation that Licensee has violated the foregoing covenant, Licensee shall indemnify, defend and hold Licensor harmless from and against all costs, expenses, liabilities, claims, damages, judgments and attorney's fees incurred by Licensor as a result of such allegation and/or discrimination.

Entity Name: City of Dothan, Alabama

**ADDENDUM TO LICENSE AGREEMENT**

Licensor: PREIT Services, LLC, As Managing Agent for PR WIREGRASS COMMONS LLC

Licensee: City of Dothan, Alabama DBA: Municipal Election

License Agreement No.: 311580

Commencement Date: 2/8/2016 Expiration Date: 2/9/2016

LICENSEE HAS THE SOLE RESPONSIBILITY TO:

- Comply with all mall rules and regulations.
- Perform all major set up and take down activities either before or after mall hours per direction from mall management.
- Receive permission from mall management prior to the use of mall name or logo on any promotional materials.

LICENSOR:

- Will allow use of space to conduct event
- All people/groups hanging out at a voting location must be 30th away from the voting location per Alabama Law.
- Demonstrators will be approached courteously and professionally and asked to move away of demonstration crates a traffic, hazard and that the demonstrators are encroaching on private property.
- Prohibiting littering and any act which disrupts or endangers mall patrons and employees
- Prohibiting any individual or group from blocking mall, store or parking lot entrances

LICENSEE ENTITY: City of Dothan, Alabama

SIGNATURE NAME: Mike Schmitz

LICENSOR: PREIT Services, LLC, as Agent for the Owner: PR WIREGRASS COMMONS LLC

NAME: Bil Ingraham

BY: (Signature) \_\_\_\_\_

TITLE: Major

FED ID # or SOCIAL SECURITY # \*\*\*\*\*1243, Non-corporate entity

NOTICE ADDRESS (P.O. Box Numbers Are Not Acceptable):

LICENSEE NAME: City of Dothan, Alabama  
P.O. Box 2126,  
Dothan, AL 36302  
TELEPHONE: (334) 615-3161  
FAX: (334) 615-3169  
EMAIL NOTICE ADDRESS:

BY: (Signature) \_\_\_\_\_

TITLE: VP, Partnership & Property Marketing

ADDRESS: See Address in Exhibit A

EMAIL NOTICE ADDRESS: dickersl@preit.com

Entity Name: City of Dothan, Alabama

**License Agreement  
Exhibit A- Deal Details**

**Property Details**

<b>Mall Address and Phone Number</b>	<b>Owner</b>	<b>Licensor Management Agent</b>	<b>Additional Insureds</b>
Wiregrass Commons Mall ATTN: Management Office 900 Commons Dr., Ste. 414 Dothan, AL 36303-2281  (334) 792-7734	PR WIREGRASS COMMONS LLC	PREIT Services, LLC	PR Wiregrass Commons LLC; PREIT Services, LLC; PREIT Associates, L.P.

**Payment Details**

Payments are to be made by check, payable to PR WIREGRASS COMMONS LLC and shall be sent to the mall address above. Please always refer to the Agreement No. on the check. The Agreement No. can be found at the top of this page.

**Inventory Details**

<b>Qty</b>	<b>Inventory Name</b>	<b>Inventory Description</b>	<b>Location</b>	<b>Start Date</b>	<b>End Date</b>
1	Common Area (Interior)	Common Area (Interior)	Miscellaneous	02/08/2016	02/09/2016

**Please retain for your records**

**EXHIBIT B  
LICENSOR'S RULES AND REGULATIONS**

Licensee shall keep a copy of these Rules and Regulations exhibited at all times. It is Licensee's responsibility to ensure that its employees and associates are made aware of all Rules and Regulations and that its employees and associates are instructed to comply with any requests made by authorized representatives of Licensor's Management Office ("Management"), even in Licensee's absence.

**SETUP AND TAKE DOWN:**

- ◆ Set-up is allowed during non-Center shopping hours only and must be completed by Center opening. Set-ups must be scheduled with the Management Office.
- ◆ All Licensees are required to be open for business during all Center hours unless otherwise specified. Please have all merchandise set-up and security closures stored, prior to Center opening. Late set-ups will not be tolerated and any unused tables will be removed.
- ◆ Any Licensee who does not maintain these hours will be in violation of their License Agreement and subject to immediate termination.
- ◆ Where necessary, Licensee is responsible for providing "walk-off" mats to cover electrical cords. No tape may be used on the floors, unless approved by Management.
- ◆ Night set-ups must report to the Security Office or Customer Service Center 1/2 hour before closing to receive loading or unloading instructions.
- ◆ Take down is at closing on the last day of your License Agreement, after Center closing.
- ◆ Licensee is responsible for leaving the Premises in a broom clean condition. **ANY DAMAGE TO CENTER PROPERTY (INCLUDING TABLES/CHAIRS/SKIRTS) WILL BE REPAIRED OR REPLACED AT LICENSEE'S SOLE EXPENSE.**
- ◆ Location of Licensee's units will be at the sole discretion of Management and will be subject to relocation, as Management directs, without advance notice.
- ◆ A minimum of a 10-foot walkway must be maintained between exhibits in accordance with local fire codes. No storefronts and/or emergency exits shall be blocked. Structures shall not exceed **6- FEET IN HEIGHT** without prior written approval by Management. Management reserves the right to request moving or relocation of displays/set-ups.
- ◆ Center personnel are not available to assist with setup or breakdown, and hand carts and flat beds are not available for exhibitor use.

**USE CLAUSE/AREA OF LICENSE:**

- ◆ The area subject to License Agreement shall be used only for the purpose for which the License Agreement was granted. Such use will be limited to the period of time specified in the License Agreement. Non-conforming uses, as determined by Management, must be immediately removed upon notification.
- ◆ Drawings and raffles must be approved in advance by Management. If the drawing or raffle is approved, prizes must be displayed or promoted at each participating PREIT center and presentation of the prize must be made at a participating PREIT center.
- ◆ Management reserves the right to request that Licensee remove merchandise and/or change any items which do not meet the level of professional standards set by Management. Additionally, in the event Licensee's merchandise is deemed by Management to be a conflict of interest for another Center licensee or tenant, whether permanent or temporary, then Licensee may be required to remove the items in conflict or leave the Center.
- ◆ No guns or knives of any kind may be exhibited or sold.
- ◆ Audio visual equipment is not permitted without prior written consent from Management.
- ◆ The sale of pornographic materials is prohibited.

**BUILDING/FIRE PERMITS:**

- ◆ Licensee is required to follow all state and local regulations in regards to Building and/or Fire Permits (and pay any applicable fee) prior to set-up. Power tools, glass blowing torches, lighted candles or machinery of any kind are not permitted in the Center.

**PARKING:**

- ◆ The entire lane around the Center curbside is designated a fire lane. Licensee may not use this area for parking, deliveries or unloading.
- ◆ All parking is limited to the perimeter of the parking lot or area otherwise designated by Center Management. Failure to comply may result in Licensee's vehicle (or Licensee's employee's vehicles) being towed at their expense without notice.
- ◆ No parking, including delivery trucks, between 10:00 am and 9:30 pm is permitted in the Center fire lanes.
- ◆ Campers, buses, or any other recreational vehicles of the like, and overnight parking are not allowed.

**PHOTOGRAPHY:**

- ◆ Licensee will post appropriate signage to notify the public of Licensee's intention to take pictures or videos of the public. Licensee will obtain any legally required waivers and make same available to Licensor.

**STORAGE:**

- ◆ Merchandise must be neatly contained within the confines of the table or units provided. Coats, pocketbooks, and other personal belongings should be stored out of sight. **NO CARDBOARD BOXES OR MILK CRATES ARE PERMITTED.**
- ◆ Management is not responsible for any lost or stolen items.

**TRASH:**

- ◆ All trash must be contained inside the Premises. Licensee is responsible for disposing of trash on a daily basis. No trash will be placed in, on, or around Center trash receptacles. Trash must be kept in receptacles within the Premises, completely concealed from the public.
- ◆ All cardboard must be broken down and discarded per Center policy.

Please retain for your records

**EXHIBIT B**  
**LICENSOR'S RULES AND REGULATIONS**

PERSONNEL CONDUCT:

- ◆ Business style attire shall be worn at all times. Licensee and its employees and associates shall conduct themselves in a professional manner at all times. The following are NOT acceptable: sweat clothes, T-shirts with inappropriate messages or pictures, torn or ripped clothing, bare midriffs, or bare feet.
- ◆ Licensee shall not block, obstruct, or unreasonably interfere with the free flow of pedestrian traffic, the free egress and ingress to and from business including cross-Center traffic or the vision of windows or other displays of businesses located in the Center.
- ◆ Licensee shall not hawk or solicit to the shopping public that may pass their Premises, nor use profanity. Soliciting means trying to obtain, to ask earnestly, to beg, or to entice shoppers persistently beyond two feet of the Premises. There shall be no solicitation within the 10 foot clearance between the Premises and any other premises, RMU, kiosk or store.
- ◆ No solicitation or distribution of any advertising material is allowed in the Center or parking areas, beyond the Premises.
- ◆ Persons not employed at the Premises may not socialize with Licensee's employees or associates.
- ◆ No children, infants or pets of Licensee or its employees or associates may be present at the Premises, except for companion pets for the disabled.
- ◆ Licensee or its employees or associates may not use personal listening devices (i.e., iPods), TVs, Radios, Heaters or Fans.
- ◆ Licensee employees and associates shall be at the table/unit/exhibit at all times.
- ◆ The Premises will be manned and kept orderly during all Center business hours.
- ◆ Smoking, eating, drinking, the consumption of alcoholic beverages and any and all illegal activity are not permitted on or about the Premises.

SEATING:

- ◆ The Center provides seating. No folding chairs, lawn chairs, or other seating are permissible. Under no circumstances may Licensee or its employees or associates use/bring food court chairs or any other Center furniture to the Premises.

VISUAL MERCHANDISING:

- ◆ No helium balloons will be allowed in the Center at any time without prior management consent.
- ◆ No stickers, adhesive tape, nails, tacks or screws, signs, or merchandise are to be affixed directly on to the table, unit, floors or walls.
- ◆ All signs must be professionally printed. Unacceptable signs are handwritten, "sale", computer generated paper, day-glo plastic or polystyrene. Sale signs are only permitted during Center wide sale promotions.
- ◆ No signs may be taped to the fixtures/table.
- ◆ NO BANNER SIGNS ARE PERMITTED without Management consent.
- ◆ Licensee shall comply with the Visual Merchandise standards of the Center.
- ◆ Tables must be covered with skirts to the floor.

PHONE LINES/DATA:

- ◆ Not all Premises come equipped with phone lines/data. It is important to discuss this with your Center representative. If phone lines/data are set up, they need to be turned on prior to opening.

ELECTRIC:

- ◆ The location of and the connection to the receptacles shall be coordinated with and subject to, the approval of Management. Licensee must make all necessary or reasonable provisions, including, without limitation, all requirements specified by Management to safeguard the public from any and all power cords, fixtures, or apparatus.

SECURITY:

- ◆ Security will assist Licensee in contacting Management and its authorized staff to address any questions or concerns.

ADVERTISING/PR:

- ◆ All advertising/PR materials that contain information about a Center event or promote Center events must be approved by Management prior to publication.

FEES/CHARGES FOR MARKETING EVENTS:

- ◆ All payments shall be delivered to Licensor no later than one week prior to any applicable event. No payments will be accepted on the day of the event.
- ◆ All Checks will be made payable to Owner. All charges shall be paid in full prior to set up. All charges will be paid by **Business checks, money orders or certified checks only**. Cash will NOT be accepted.
- ◆ If a check is returned for insufficient funds, certified checks or money orders only will be accepted in the future.
- ◆ Licensee must provide Management with names of contact persons, emergency telephone numbers and a forwarding address by the day of the set up.

Please retain for your records

**EXHIBIT B**  
**LICENSOR'S RULES AND REGULATIONS**

WIREGRASS COMMONS MALL HOURS OF OPERATION:

- ◆ General Center hours of operation are:  
Monday – Saturday: 10 am - 9 pm  
Sunday: 11 am - 6 pm
- ◆ For Events during November and December, please check with your Sales Representative or Mall Management to confirm extended Holiday Mall Operating hours.
- ◆ Management reserves the right to adjust Center hours of operation within its sole discretion.

WIREGRASS COMMONS MALL MANAGEMENT OFFICE HOURS/CONTACT INFORMATION

- ◆ Management Office hours are:  
Monday – Friday: 9:00 am – 5:00 pm
- ◆ Management Office telephone number is: (334) 792-7734
- ◆ There are no Management Office hours on evenings or weekends. Please check with your Sales Representative for general contact information if you need to reach/check in with someone during non-office hours. For immediate assistance during non-office hours, dial the security phone number noted below.

EMERGENCY NUMBERS:

**Police Department:** 911  
**Fire Department:** 911  
**Center Security:** (334) 792-7734  
**Management Office:** (334) 792-7734

WE LOOK FORWARD TO DOING BUSINESS WITH YOU AND APPRECIATE YOUR COMPLIANCE IN THESE MATTERS.

# CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

12/17/2015

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

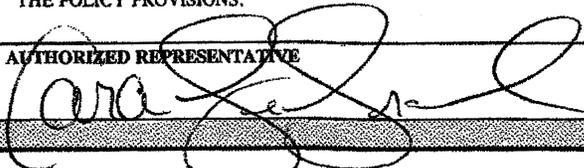
**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Alabama Municipal Ins. Corp. 110 N. Ripley Street Montgomery, AL 36104	<b>COMPANIES AFFORDING COVERAGE</b>
<b>INSURED</b> CITY OF DOTHAN P. O. BOX 2128 DOTHAN, AL 36302	COMPANY LETTER <b>A</b> Alabama Municipal Insurance Corporation
	COMPANY LETTER <b>B</b>
	COMPANY LETTER <b>C</b>
	COMPANY LETTER <b>D</b>
	COMPANY LETTER <b>E</b>

**COVERAGES**  
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.	1101938474163	10/01/2015	10/01/2016	GENERAL AGGREGATE \$
					PRODUCTS-COMP/OP AGG. \$
					PERSONAL & ADV. INJURY \$
					EACH OCCURRENCE \$ 5,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED. EXPENSE (Any one person) \$ 5,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	1101938474163	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT \$ 5,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
					EACH OCCURRENCE \$
					AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASE-POLICY LIMIT \$
					DISEASE-EACH EMPLOYEE \$
	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>				
	<b>OTHER</b>				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**  
 PR Wiregrass Commons LLC; PREIT Services, LLC; PREIT Associates, L. P. are Additional Insureds on General Liability in reference to the leased Community Room for the Municipal Election February 8 - February 9, 2016.

<b>CERTIFICATE HOLDER</b>  PREIT Associates, L.P. c/o Wiregrass Commons Mall 900 Commons Drive, Suite 414 Dothan, AL 36303	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Resolution No.** \_\_\_\_\_ **Entering into an agreement with Wiregrass Commons Mall continued.**

**Section 2.** That Mike Schmitz, Mayor of the City of Dothan and in such capacity, is hereby authorized and directed to execute the said agreement, for and in the name of the City of Dothan.

**PASSED, ADOPTED AND APPROVED on** \_\_\_\_\_.

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Associate Commissioner District 1**

\_\_\_\_\_  
**Associate Commissioner District 2**

\_\_\_\_\_  
**Associate Commissioner District 3**

\_\_\_\_\_  
**Associate Commissioner District 4**

\_\_\_\_\_  
**Associate Commissioner District 5**

\_\_\_\_\_  
**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**

**RESOLUTION NO. \_\_\_\_\_**

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Dothan, Alabama, as follows:

**Section 1.** That the City of Dothan enters into a Memorandum of Agreement with the United States Department of Justice Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) for reimbursement of overtime and other costs incurred while providing resources to assist ATF in an amount not to exceed \$15,371.50 annually, which said Memorandum of Agreement follows:



THE CITY OF  
**DOTHAN, ALABAMA**

POST OFFICE BOX 2128 • DOTHAN, ALABAMA 36302 • 334-615-3120

**MIKE K. WEST**  
CITY MANAGER  
mkwest@dothan.org

December 31, 2015

Honorable Mayor and City Commission of the  
City of Dothan, Alabama

Gentlemen:

I will be presenting to you for your consideration a request from the Police Department to enter into a Memorandum of Agreement with the U.S. Department of Justice Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) to participate in the ATF Task Force for reimbursement of overtime and other costs incurred while providing resources to assist ATF. Overtime costs not to exceed 25 percent of a GS-12, Step 1 salary or \$15,371.50 annually. The MOA is effective through September 30, 2020. No additional funding is required.

The staff recommends and I concur with aforementioned request to accept agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike West", with a long, sweeping horizontal line extending to the right.

Michael K. West  
City Manager

**MEMORANDUM**

TO: Mr. Mike West, City Manager

FROM: Steven L. Parrish, Chief of Police

DATE: December 17, 2015

SUBJECT: ATF GRANT

Sir:

Your consideration is requested to enter into a Memorandum of Agreement with the U.S. Department of Justice Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) to participate in the ATF Task Force for reimbursement of overtime and other costs incurred while providing resources to assist ATF. Overtime costs not to exceed 25 percent of a GS-12, Step 1 salary or \$15,371.50 annually. The MOA is effective through September 30, 2020. No additional funding is required.

If you have any questions or comments, please do not hesitate to contact me.

Respectfully,



Steven L. Parrish  
Chief of Police

SLP:ts



SLP  
12/17/15

Account: 001-1204-512-10-12, Project number: ATFOT  
Grant number:  
Period October 1, 2015-September 30, 2020



U.S. Department of Justice

Bureau of Alcohol, Tobacco,  
Firearms and Explosives

Washington, DC 20226  
www.atf.gov

**MEMORANDUM OF AGREEMENT**

**Between the  
Bureau of Alcohol, Tobacco, Firearms and Explosives  
and  
City of Dothan - Dothan Police Department  
for  
Reimbursement of Overtime Salary Costs  
associated with  
ATF TASK FORCE**

\*\*\*\*\*

This Memorandum of Agreement (MOA) is entered into by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the City of Dothan - Dothan Police Department for the purpose of reimbursement of overtime salary costs and other costs, with prior ATF approval, including but not limited to travel, fuel, training, and equipment, incurred by the City of Dothan - Dothan Police Department in providing resources to assist ATF.

Payments may be made to the extent they are included in ATF's Fiscal Year Plan and the monies are available to satisfy the request(s) for reimbursable overtime expenses.

**I. DURATION OF THIS MEMORANDUM OF AGREEMENT**

This MOA is effective with the signatures of all parties and terminates at the close of business on September 30, 2020, subject to Section VII of the MOA.

**II. AUTHORITY**

This MOA is established pursuant to the following provisions:

1. Title 28, U.S.C., Section 524(c), the Department of Justice, Asset Forfeiture Fund, which provides for the reimbursement of certain expenses of local, county, or State law enforcement agencies incurred as participants in joint operations/task forces with a Department of the Justice law enforcement agency.

2. Departments of Commerce, Justice, and State, the Judiciary, and Related Agencies Appropriations Bill, which provides for the reimbursement of overtime salary costs of local, county, or State law enforcement agencies incurred while assisting ATF in joint law enforcement operations.
3. Title 31, U.S.C., Section 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses of local, county, or State law enforcement agencies incurred as participants in joint operations/task forces with a Federal law enforcement agency.

If available, the funding for fiscal years 2016, 2017, 2018, 2019 and 2020 is contingent upon annual appropriation laws, Title 28, U.S.C., Section 524(c), annual appropriations, and Title 31, U.S.C., Section 332.

If available, funding allocations for reimbursement of expenses will be transmitted through a separate document.

**This Memorandum of Agreement (MOA) is not a funding allocation document.**

### **III. PURPOSE OF THIS MEMORANDUM OF AGREEMENT**

This MOA establishes the procedures and responsibilities of both the City of Dothan - Dothan Police Department and ATF for the reimbursement of certain overtime and other pre-approved expenses incurred pursuant to the authority in Section II.

### **IV. NAME OF JOINT OPERATION/TASK FORCE (if applicable)**

The name of this joint operation/task force: ATF TASK FORCE

### **V. CONDITIONS AND PROCEDURES**

- A. The City of Dothan - Dothan Police Department shall assign officer(s) to assist ATF in investigations of Federal, state, and local laws. To the maximum extent possible, the officer(s) will be assigned on a dedicated, rather than rotational basis. The City of Dothan - Dothan Police Department shall provide ATF with the name(s), title(s), and employee identification number(s) of the officer(s) assigned to the investigation.
- B. The City of Dothan - Dothan Police Department shall provide ATF, within ten (10) calendar days of the signing of this MOA, with a contact name, title, telephone number and address. The City of Dothan - Dothan Police Department shall also provide the name of the official responsible for providing audit information under paragraph VI of this MOA, and the name of the official authorized to submit an invoice to ATF under paragraph V, subparagraph E.

- C. The City of Dothan - Dothan Police Department shall provide ATF, within ten (10) calendar days of the signing of this agreement, with the financial institution where the law enforcement agency wants the Electronic Funds Transfer (EFT) payment deposited for reimbursement. The mechanism for this is the Unified Financial Management System (UFMS) Vendor Request Form. Within the UFMS Vendor Request form, the DUNS Number should be provided (DUNS – Data Universal Numbering System, identifies business entities on a location-specific basis) under section 12. When completed, forward this form to the appropriate ATF field office address:

ATF, ATTN: RAC William Bass, 2 North Jackson Street, Suite 404, Montgomery, AL 36104.

- D. The City of Dothan - Dothan Police Department may request reimbursement for payment of overtime expenses and other costs with prior ATF approval, including but not limited to travel, fuel, training, and equipment, directly related to work performed by its officer(s) assigned as members of a joint operation/task force with ATF for the purpose of conducting an official investigation.
- E. Invoices submitted to ATF for the payment of expenses must be submitted on the appropriate forms as provided by ATF. The invoice shall be signed by an authorized representative of the City of Dothan - Dothan Police Department and submitted to ATF field office for signature and verification of the invoice.
- F. The City of Dothan - Dothan Police Department will submit all requests for reimbursable payments, together with the appropriate documentation to ATF by the 10th day of each subsequent month that the agency is seeking reimbursement.
- (1) If the reimbursement request is not received by the ATF field office by the 10th of the subsequent month, the ATF field office will advise the agency, in writing, that the reimbursement request is late, and if the reimbursement request is not received within the next 10 working days, the overtime costs will not be reimbursed.
- (2) No waivers or extensions will be granted or honored. The City of Dothan - Dothan Police Department will submit the request for reimbursement via fax, email or mail to the following address:  
ATF, ATTN: RAC William Bass, 2 North Jackson Street, Suite 404,  
Montgomery, AL 36104.
- G. The ATF Supervisor shall be responsible for certifying that the request is for overtime expenses incurred by the City of Dothan - Dothan Police Department for participation with ATF during the joint operation/task force. The responsible State or local official shall also certify that requests for reimbursement of expenses have not been made to other Federal law enforcement agencies.

- H. The City of Dothan - Dothan Police Department acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the joint operation/task force and are responsible for the payment of the overtime earnings, withholdings, insurance coverage, and all other requirements by law, regulations, ordinance or contract regardless of the reimbursable overtime charges incurred.
- I. All reimbursable hours of overtime work covered under this MOA must be approved in advance by the ATF supervisor.
- J. All sworn State, county and local law enforcement officers cannot exceed the fiscal year reimbursement cap, which is the equivalent of 25 percent of a GS-12, Step-1 salary. Sworn law enforcement officers in the State, county or local law enforcement agency assigned to cover when a TFO/Special Deputy or other sworn law enforcement officer, has been called away on an ATF matter, shall not be reimbursed with SLOT funds.
- K. Any Sworn State, county and local law enforcement officer receiving funding from multiple sources, such as Organized Crime Drug Enforcement Task Force (OCDETF) or High Intensity Drug Trafficking Area (HIDTA), cannot exceed the fiscal year salary cap when all funding is combined; it is the RAC/GS's responsibility to ensure that the officer does not receive double funding in excess of the fiscal year cap.
- L. The ATF supervisor will forward all approved reimbursement requests to the Division Chief, Asset Forfeiture & Seized Property Division for payment.
- M. **This document (MOA) does not obligate funds.** Funding authority, with maximum reimbursement costs to any one law enforcement officer during the fiscal year (October 1 – September 30); will be provided through other documents. The agency will receive an allocation confirmation from the field division.

## **VI. PROGRAM AUDIT**

This MOA and its procedures are subject to audit by ATF, the Department of Justice, Office of Inspector General, the Government Accountability Office, and other auditors authorized by the Federal government. The City of Dothan - Dothan Police Department agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going audit, until such time as the audit is completed.

These audits include reviews of any and all records, documents, reports, accounts, invoices, receipts, or expenditures relating to this agreement; as well as, the interview of any and all personnel involved in these transactions.

**VII. REVISIONS**

The terms of this MOA may be amended upon written approval by the original parties, or their designated representatives. Any amendment to this MOA becomes effective upon the date of approval as stated in the amendment. Either party can cancel this MOA upon 60-calendar day's written notice to the other party. The ATF will only process request for overtime for overtime incurred before the date of cancellation, absent a specific written agreement to the contrary.

**VIII. NO PRIVATE RIGHT CREATED**

This is an internal Government agreement between ATF and the City of Dothan - Dothan Police Department and is not intended to confer any right or benefit to any private person or party.

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\_\_\_\_\_  
Steven L. Parrish  
Chief of Police  
City of Dothan - Dothan Police Department

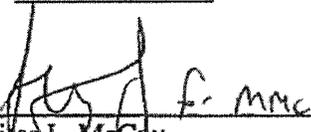
\_\_\_\_\_  
Steven Gerido  
Special Agent in Charge  
Nashville Field Division  
ATF

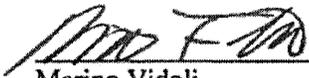
Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Mike Schmitz  
Mayor, City of Dothan

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Melissa L. McCoy  
Deputy Chief Financial Officer  
Office of Management  
ATF

  
\_\_\_\_\_  
Marino Vidoli  
Deputy Assistant Director (Central)  
Field Operations  
ATF

Date: 11/9/15

Date: 11/9/15

**CITY OF DOTHAN**

**Staff Report**

For

**Mayor and City Commissioners**

**PROJECT TITLE:** Bureau of Alcohol, Tobacco, Firearms and Explosives

**DEPARTMENT:** Police

**DEPARTMENT HEAD:** Steven Parrish

**Report Prepared On:** 12/16/2015      **Meeting Date:** On Agenda 1/5/2016

**PURPOSE**

To enter into a Memorandum of Agreement with the U.S. Department of Justice Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) to participate in the ATF Task Force for reimbursement of overtime and other costs incurred while providing resources to assist ATF. Overtime costs not to exceed 25 percent of a GS-12, Step 1 salary or \$15,371.50 annually. The MOA is effective through September 30, 2020.

**DESCRIPTION**

The task force responsibilities include the investigation and prevention of federal offenses involving the unlawful use, manufacture, and possession of firearms and explosives; acts of arson and bombings; and illegal trafficking of alcohol and tobacco products.

An officer assigned to the Criminal Investigations Division will participate and assist the ATF on the task force. Reimbursement under such circumstances will be limited to the overtime plus expenses such as travel and fuel. Payments for claims will be made by EFT to the City of Dothan

**DISCUSSION**

No additional funding is required.

**Res. No. \_\_\_\_\_** Entering into a Memorandum of Agreement with the United States Department of Justice Bureau of ATF, continued.

**Section 2.** That the sum of \$15,372.00 is hereby appropriated in FY 2016 to the General Fund/Police Department/Narcotics Unit/Overtime, Account Number 001-1207-512.10-12, Project #ATFOT for reimbursement of overtime expenditures related to providing assistance to the Alcohol, Tobacco, Firearms and Explosives Task Force. This appropriation is to be funded by increasing the General Fund/Intergovernment Revenue/Grant Revenues/FBI-Violent Crime Task Force, Account Number 001-0000-331.04-00 by the sum of \$15,372.00 in FY 2016.

**Section 3.** That Mike Schmitz, Mayor of the City of Dothan and in such capacity, is hereby authorized and directed to execute the said Memorandum of Understanding for and in the name of the City of Dothan.

**PASSED, ADOPTED AND APPROVED on \_\_\_\_\_.**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Associate Commissioner District 1**

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**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**

**RESOLUTION NO. \_\_\_\_\_**

**BE IT RESOLVED** by the Board of Commissioners of the City of Dothan, Alabama, as follows:

**Section 1.** That the City of Dothan, on behalf of the Dothan Fire Department, makes application for FEMA grant funding in the amount of approximately \$391,524.00 to purchase 12 cardiac monitors/defibrillators and associated accessories with a ten percent (10%) cost share from the City.

**Section 2.** That Mike Schmitz, Mayor of the City of Dothan and in such capacity, is hereby authorized and directed to accept the said grant for and in the name of the City of Dothan.

**PASSED, ADOPTED AND APPROVED** on \_\_\_\_\_.

\_\_\_\_\_  
**Mayor**

**ATTEST:**

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**Associate Commissioner District 1**

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**City Clerk**

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**Associate Commissioner District 2**

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**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**

**City of Dothan  
Staff Report  
for  
Mayor and City Commissioners**

<b>PROJECT TITLE:</b>	2015 FEMA Assistance to Firefighters Grant Application		
<b>DEPARTMENT:</b>	Fire		
<b>DEPARTMENT HEAD:</b>	Larry H. Williams, Jr.		
<b>REPORT DATE:</b>	December 1, 2015	<b>ADMIN. MEETING DATE:</b>	December 15, 2015

**PURPOSE:** Authorizing the Fire Department to make application for funding through the Assistance to Firefighters Grant program administered by FEMA.

**BACKGROUND:** The Fire Department has been seeking alternative funding to replace aging cardiac monitors / defibrillators over the past three years. Their current monitors are 10 years old and nearing end of support from the manufacturer. As a result of the accelerated age the availability for repair is limited and replacement, with the same model, is nearly impossible. Finally, it is essential that all 12 units be replaced at the same time to ensure continuity of operations throughout the Department.

**DESCRIPTION:** The Fire Department is seeking authorization to apply for funding in the amount of approximately \$391,524 to purchase 12 cardiac monitors / defibrillators and associated accessories. This product will replace all current cardiac monitors with more updated and reliable technology, will allow our paramedics to provide the highest level of treatment in the field, and will facilitate the transmission of 12 lead ECG's from the patients home to the Emergency Department Physician prior to treatment or transport.

**RECOMMENDATION:** Staff recommends applying for funding from FEMA to replace all cardiac monitor / defibrillators in the Fire Department with a 10% cost share from the City of Dothan.

**COST ANALYSIS:** Staff feels the initial quote of \$391,524 is on the upper end of estimates and will seek out other bids (according to State purchasing law) in effort to reduce cost to the City. The FEMA requirement in matching funds for a City of our size is a minimum of 10%. If authorized and awarded the City match will be approximately \$39,152.

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the City of Dothan is preparing to expand its landfill; and

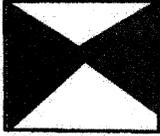
**WHEREAS**, a Permit for Construction has been issued from the Corps of Engineers; and

**WHEREAS**, the permit requires a wetland mitigation of existing wetlands disturbed in the proposed landfill construction; and

**WHEREAS**, wetland credits to satisfy the mitigation requirements may be purchased from the Martin Creek Mitigation Bank in the amount of \$116,460.00.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Commissioners of the City of Dothan, Alabama as follows:

**Section 1.** That the City of Dothan purchase 2,059.1 stream credits and 1.36 wetland credits from Martin Creek Mitigation Bank in the amount of \$116,460.00 as shown on the quotation which follows:



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Martin Creek, LLC  
6001 River Road, Suite 100  
Columbus Georgia 31906

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October 26, 2015

Ms. MaryBeth Sullivan  
TTL Inc  
20210 AL 59 Suite 2  
Summerdale AL 36580

RE: Mitigation Credit Quote (revised)  
Project #600114015  
Dothan AL (HUC 0313000406)

Dear Ms. Sullivan:

As requested, Martin Creek Mitigation Bank is submitting a revised credit quote on the project above. It is our understanding that the project would require the purchase of 2,059.1 stream credits and 1.36 wetland credits.

Martin Creek Mitigation Bank is hereby extending an offer to your client to purchase these credits for a total of \$116,460. If this offer is acceptable to your Client, please forward a copy of the approved permit and a check payable to Martin Creek, LLC to the address above. Upon receipt of the information and clearance of the funds we will submit a credit transfer certificate to you and the U.S. Army Corps of Engineers. This offer is good for a period of 30 days from the date of this letter. Please let us know if the impact numbers change and we will reassess the quote at that time.

If you have any questions please contact me at 706-317-5942 or 706-681-0761 or the email listed below. We look forward to doing business together and the opportunity to servicing your client's mitigation needs.

Sincerely,  
Martin Creek, LLC

Erin E. Bouthillier

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A Mitigation Bank Company Located in Southwest Alabama  
706-681-0761 (cell) 706-571-0726 (fax)  
[erinb@bellsouth.net](mailto:erinb@bellsouth.net) or [frankug@yahoo.com](mailto:frankug@yahoo.com)

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**Resolution No.** \_\_\_\_\_ purchasing wetland credits from Martin Creek Mitigation Bank, continued.

Section 2. That the sum of \$116,640.00 be appropriated in FY 2016 to the General Fund/Public Works/Capital Outlay/Construction Projects, Account Number 001-2560-525.60-67, Project #251013 for wetland mitigation for expanding the existing landfill. This appropriation is to be funded by increasing the General Fund/Non-Revenue Resources/Utilization of Fund Balance, Account Number 001-0000-391.01-00, Project #251013, by the sum of \$116,640.00 in FY 2016.

**PASSED, ADOPTED AND APPROVED** on \_\_\_\_\_.

**ATTEST:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
**Mayor**

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**Associate Commissioner District 1**

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**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, The City of Dothan by Resolution 2014-112 on May 6, 2014, awarded the bid and entered into a contract with Layne Christensen Company of Pensacola, Florida who submitted the lowest responsible, responsive bid on the Water System Improvements, Tuscaloosa Test Well in the total amount of \$630,031.00, and

**WHEREAS**, the project has been completed and the actual project conditions resulted in the decrease and increase of various bid item quantities, and

**WHEREAS**, Change Order No. 1 (Summary) resulting in a cost decrease in the amount of \$8,029.13 is being requested.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Dothan, Alabama, as follows:

**Section 1.** That based upon the recommendation of the Dothan Utilities Director, the City of Dothan approve Change Order No. 1 (Summary) to the contract with Layne Christensen Company for the Tuscaloosa Test Well Project, which results in a cost decrease of \$8,029.13, making the final adjusted contract price \$622,001.87, which said change order follows:

## CONTRACT CHANGE ORDER

Change Order No. 1 (SUMMARY)

Date 11/24/15

Contract: Water System Improvements - Tuscaloosa Test Well Section A

Project No. 12-334

Owner: City of Dothan, Alabama

Location Houston County, Alabama

To: (Contractor) Layne Christensen Company / 3720 North Palafox St. / Pensacola, FL 32505

You are hereby requested to comply with the following changes from the contract plans and specifications:

ITEM NO. (1)	DESCRIPTION OF CHANGES-QUANTITIES, UNITS, UNIT PRICES, CHANGE IN COMPLETION SCHEDULE, ETC. (2)	DECREASE IN CONTRACT PRICE (3)	INCREASE IN CONTRACT PRICE (4)
	SEE ATTACHED CHANGE ORDER SUMMARY FOR BREAKDOWN OF ITEMS	\$ (25,249.13)	\$ 17,220.00
	Change in contract price due to this Change Order:		
	Total decrease	\$ (25,249.13)	
	Total increase	\$ (8,029.13)	\$ 17,220.00
	Difference between Col. (3) and (4):		
	Net (increase)(decrease)contract price	\$ (8,029.13)	\$

The sum of **\$8,029.13** is hereby **deducted** from the current contract price, and the total adjusted contract price to date thereby is **\$622,001.87**.

The time provided for completion of the contract is **unchanged**. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Accepted by:   
Contractor - Layne Christensen Company

12-1-15  
Date

Recommended by:   
Engineer - Polyengineering, Inc.

12-1-15  
Date

Approved by: \_\_\_\_\_  
Owner - City of Dothan, Alabama

\_\_\_\_\_  
Date

# CHANGE ORDER SUMMARY

WATER SYSTEM IMPROVEMENTS  
TUSCALOOSA TEST WELL SECTION A  
CITY OF DOTHAN, AL

ITEM NO.	DESCRIPTION	ORIGINAL CONTRACT				SUMMARY CHANGE ORDER			
		QTY	UNIT	COST PER UNIT	COST PER ITEM	ADDITIONS		DEDUCTIONS	
						UNITS	COST	UNITS	COST
1.	36" Diameter Steel Surface Casing (0.375" thick) Grouted, Complete in Place For	100	L.F.	\$ 971.00	\$97,100.00				
C.O. No. 1	Deduct for 18" Surface Casing in Lieu of 36"			\$ (5,825.00)				1	(\$5,825.00)
C.O. No. 1	Add 85 Feet of 18" Surface Casing to Reach Substantial Clay Layer			\$ 138.00		85	\$11,730.00		
2.	Construct 10" Diameter Test Hole to the Lower Tuscaloosa Formation as Described in the Specifications, Complete in Place for	3250 (+)	L.F.	\$ 22.60	73,450.00			300	(6,780.00)
3.	Geophysical Electric Logs of Entire Test Hole (3250' (+)), as Described in the Specifications, Complete for the Lump Sum Price of	1	L.S.	\$ 7,637.00	7,637.00				
4.	Construct Test Well In Tuscaloosa Formation as Described in the Specifications, Complete in Place for	3250 (+)	L.F.	\$ 71.80	233,350.00			370	(26,566.00)
C.O. No. 1	Add 25 Feet of Well Screen			\$ 219.60		25	\$5,490.00		
5.	Test Pump Tuscaloosa Formation as Described in the Specifications, (300 GPM) Complete in Place for	24	Hrs.	\$ 810.00	19,440.00				
6.	Complete Chemical Analysis on Samples Collected From Test Well as Described in Specifications, Complete in Place for	1	EA.	\$ 4,315.00	4,315.00				
7.	Remove Temporary Pump and Column Piping From Test Well, Complete in Place for	1	L.S.	\$ 3,564.00	3,564.00				
8.	Install Temporary Pump and Column Piping to Deliver 10 to 25 GPM to R/O Pilot Plant, Complete for the Lump Sum Price	1	L.S.	\$ 11,876.00	11,876.00				
9.	Mobilize, Set Up and Demobilize R/O Pilot Plant, Complete for the Lump Sum Price of	1	L.S.	\$ 7,288.00	7,288.00				
10.	Construct Prefabricated Building to House R/O Pilot Plant to Include all Electrical for Plant, Pumps, Chemical Feeds, Lighting, Piping to and From Plant, Service Pole, Reject Water Collection System, etc., Complete in Place for the Lump Sum Price of	1	L.S.	\$ 25,942.00	25,942.00				
11.	Reverse Osmosis Pilot Plant Including Pre-Treatment Chemical Injection Systems as Necessary to Treat 10 to 25 GPM, as Described in Specifications and Shown in the Plans, Complete for the Lump Sum Price of (6 months)	1	L.S.	\$ 75,006.00	75,006.00				
12.	Report to Summarize Results of R/O Pilot Study, as Described in the Specifications, Complete for the Lump Sum Price of	1	L.S.	\$ 8,888.00	8,888.00				
13.	Grout Tuscaloosa Test Well to Surface to Include Sealing Surface Casing per the Plans, Complete for the Lump Sum Price of	1	L.S.	\$ 61,304.00	61,304.00				
14.	Relocate Prefabricated Building to Owner Specified Location, Remove all Piping, Grade, Level and Grass Site, Complete for the Lump Sum Price of	1	L.S.	\$ 8,354.00	8,354.00				
15.	4" PVC (SDR-35) Pipe Including Fittings, Uncased Bore, etc. to Discharge Waste Stream From Pilot Plant to Sewer System, Complete in Place for	1,460	L.F.	\$ 15.00	21,900.00				
16.	Deduct Estimated Tax Savings for Materials Purchased for Project at 9.0% Sales Tax Rate, Complete for the Lump Sum Price of	1	L.S.	\$ (29,383.00)	(29,383.00)			1	13,921.00
<b>TOTALS</b>		<b>\$630,031.00</b>				<b>\$17,220.00</b>		<b>(\$25,249.00)</b>	

PROJECT NO. 12-334

**Resolution No.** \_\_\_\_\_ approving Change Order No. 1 (Summary) to the contract with Layne Christensen Company, continued.

**Section 2.** That Mike Schmitz, Mayor of said City and in such capacity is hereby authorized and directed to execute said documents for and in the name of the City of Dothan, Alabama, which shall be attested by the City Clerk.

**PASSED, ADOPTED AND APPROVED on** \_\_\_\_\_.

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**Mayor**

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**Associate Commissioner District 1**

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**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the term of Albert Kirkland as a member of the National Peanut Festival Association, Inc. Board of Directors will expire on December 31, 2015.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Dothan, Alabama as follows:

**Section 1.** That Albert Kirkland is hereby re-appointed as a member of the National Peanut Festival Association, Inc. Board of Directors to serve a one year term beginning January 1, 2016 and expiring on December 31, 2016.

**Section 2.** That the above stated member shall serve until a successor has been duly appointed and qualified.

**PASSED, ADOPTED AND APPROVED** on \_\_\_\_\_.

**ATTEST:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
**Mayor**

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**Associate Commissioner District 1**

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**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, an agreement establishing the Urban Transportation Planning Process in the Dothan Urbanized area was approved on December 14, 1995 and known as the Southeast Wiregrass Area Metropolitan Planning Organization; and

**WHEREAS**, the City of Dothan has three appointments to the MPO which include the Mayor and two City Commissioners; and

**WHEREAS**, Hamp Baxley is no longer eligible to represent the City on the MPO Policy Committee due to his resignation as Associate Commissioner for District 6, which became effective November 27, 2015.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the City of Dothan, Alabama as follows:

**Section 1.** That John Ferguson is hereby appointed as one of the city's representatives on the Policy Committee of the Southeast Wiregrass Area Metropolitan Planning Organization.

**PASSED, ADOPTED AND APPROVED** on \_\_\_\_\_.

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

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**Mayor**

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**Associate Commissioner District 1**

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**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**

**RESOLUTION NO.** \_\_\_\_\_

**BE IT RESOLVED** by the Board of Commissioners of the City of Dothan, Alabama, as follows:

**Section 1.** That the Board of Commissioners does hereby award bids which have been received and publicly opened and approve purchases over \$15,000.00 by the City, which are attached to and made a part of this Resolution.

**PASSED, ADOPTED AND APPROVED** on \_\_\_\_\_.

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**Mayor**

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**Associate Commissioner District 1**

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**Associate Commissioner District 6**  
**BOARD OF CITY COMMISSIONERS**



**CITY OF DOTHAN, ALABAMA**  
**January 5, 2016**  
**EXHIBIT "A"**  
**BIDS TO BE AWARDED**

DEPARTMENT	BID#	#ITB <sup>1</sup>	ITEM	VENDOR	AMOUNT
Dothan Utilities Electric	15-095	30	<b><i>Electric Meter Bid, Per City of Dothan Bid Specifications:</i></b>  All Quantities (more or less) C. Solid State Polyphase Watt-hour Meter. Class 200, Quantity 100, Unit Price: <u>\$255.00</u> E. Solid State Polyphase Watt-hour Meters, Class 20, Quantity 60, Unit Price: <u>\$353.00</u> G. Single Phase Watt-hour Meters, Class 20, Quantity 10, Unit Price: <u>\$239.00</u> H. Solid State Polyphase Watt-hour Meters, Class 20, Quantity 8, Unit Price: <u>\$255.00</u> J. Solid State Polyphase Watt-hour Meters, Class 20, Quantity 50, Unit Price: <u>\$255.00</u> K. Solid State Single Phase Meter, Class 200, Quantity 24, Unit Price: <u>\$451.00</u>	Anixter Power Solutions Pensacola, FL.	See Price In Description
DEPARTMENT	BID#	#ITB <sup>1</sup>	ITEM	VENDOR	AMOUNT
Dothan Utilities Electric	15-095	30	<b><i>Electric Meter Bid, Per City of Dothan Bid Specifications:</i></b>  All Quantities (more or less) A. Single Phase Watt-hour Meters, Class 200, Quantity 1,000, Unit Price: <u>\$54.00</u> B. Single Phase Meters, Class 320, Quantity 100, Unit Price: <u>\$82.00</u> D. Single Phase Watt-hour Meters, Class 100, Quantity 20, Unit Price: <u>\$82.00</u> F. Solid State Polyphase Watt-hour Meters, Class 480E, Quantity 40, Unit Price: <u>\$490.00</u> I. Single Phase Meters (Network) , Class 200, Quantity 40, Unit Price: <u>\$91.65</u>	Brasfield Sales Inc. Birmingham, AL.	See Price In Description
DEPARTMENT	BID#	#ITB <sup>1</sup>	ITEM	VENDOR	AMOUNT
Dothan Utilities Electric	16-002	80	<b><i>Utility Wire, Per City of Dothan Bid Specifications:</i></b>  Item #1: 1/0 Underground Primary 2" CIC: Unit Price; <u>\$3.19</u> , Quantity 10,000 Feet (more or less), Estimated Total Price; \$31,900.00  Item #5: 350 MCM Triplex UD Secondary CIC: Unit Price: <u>\$3.46</u> , Quantity 2,500 Feet (more or less), Estimated Total Price: \$8,650.00	Anixter Power Solutions Pensacola, FL.	See Price In Description

**CITY OF DOTHAN, ALABAMA**  
**January 5, 2016**  
**EXHIBIT "A"**  
**BIDS TO BE AWARDED**

<b>DEPARTMENT</b>	<b>BID#</b>	<b>#ITB<sup>1</sup></b>	<b>ITEM</b>	<b>VENDOR</b>	<b>AMOUNT</b>
Dothan Utilities Electric	16-002	80	<b>Utility Wire, Per City of Dothan Bid Specifications:</b> <b>All Quantities are More or Less</b>  Item #2: 1/0 ACSR, Quantity 18,000 Feet, Unit Price: <u>\$1,888</u> , Estimated Price: \$3,398.40  Item #3: #6 Duplex Overhead, Quantity 9,000 Feet, Unit Price: <u>\$1592</u> , Estimated Price: \$1,432.80  Item # 4: #2 Triplex Overhead, Quantity 6,000, Unit Price <u>\$4069</u> , Estimated Total Price: \$2,441.40	Stuart Irby Dothan, AL.	See Price In Description
<b>DEPARTMENT</b>	<b>BID#</b>	<b>#ITB<sup>1</sup></b>	<b>ITEM</b>	<b>VENDOR</b>	<b>AMOUNT</b>
Police	16-003	71	<b>2016 Police Body Armor Vests:</b>  Level II Vest: Quantity 30 units (more or less): Unit Cost Each w/Two Concealable Carriers: <u>\$509.00</u> , Total Estimated Cost; \$15,270.00	Azar's Uniforms Inc.  Dothan, AL.	See Price in Description
<b>DEPARTMENT</b>	<b>BID#</b>	<b>#ITB<sup>1</sup></b>	<b>ITEM</b>	<b>VENDOR</b>	<b>AMOUNT</b>
Police	16-003	71	<b>2016 Police Body Armor Vests:</b>  Level III Vest: Quantity 1 unit (or more): Unit Cost Each: <u>\$1,525.50</u> , Total Estimated Cost: \$1,525.50	Municipal & Commercial Uniform (MAC)  Birmingham, AL.	See Price in Description

**CITY OF DOTHAN, ALABAMA**  
**January 5, 2016**  
**EXHIBIT "A"**  
**BIDS TO BE AWARDED**

DEPARTMENT	BID#	#ITB	ITEM	VENDOR	AMOUNT
Dothan Utilities Water	16-001	21	<p><b><i>Professional Laboratory Services for Drinking Water Monitoring Program:</i></b>  All quantities are more or less  1. Total TTHM (Disinfection Byproducts):  Quantity 6, Unit Price: <u>\$30.00</u>  2. SOCs-Regulated and Unregulated:  Quantity 58, Unit Price: <u>\$500.00</u>  3. VOC's-Regulated and Unregulated:  Quantity 40, Unit Price: <u>\$75.00</u>  4. HAA5:  Quantity 6, Unit Price: <u>\$50.00</u>  5. Nitrates:  Quantity 58, Unit Price: <u>\$11.00</u>  7. Total Alkalinity:  Quantity 30, Unit Price: <u>\$9.20</u>  8. Carbon Dioxide:  Quantity 30, Unit Price: <u>\$9.20</u>  9. Total Hardness CaCO<sub>3</sub>:  Quantity 30, Unit Price: <u>\$15.00</u>  10. Calcium:  Quantity 30, Unit Price: <u>\$6.00</u>  11. Magnesium:  Quantity 30, Unit Price: <u>\$6.00</u>  12. Sodium:  Quantity 30, Unit Price: <u>\$6.00</u>  13. Total Dissolved Solids:  Quantity 30, Unit Price: <u>\$8.80</u>  14. Phosphorous, Ortho Phosphate:  Quantity 30, Unit Price: <u>\$15.00</u>  15. Sulfate:  Quantity 30, Unit Price: <u>\$10.00</u>  16. Iron:  Quantity 30, Unit Price: <u>\$6.00</u>  17. Radium 228:  Quantity 29, Unit Price: <u>\$75.00</u>  18. Gross Alpha, Excluding Radon and Uranium:  Quantity 29, Unit Price: <u>\$75.00</u>  19. IOC's to include Nitrate and Sulfate:  Quantity 29, Unit Price: <u>\$200.00</u>  20. Lead and Copper:  Quantity 30, Unit Price: <u>\$20.00</u>  Estimated Total Cost: \$46,604.00</p>	Guardian Systems Leeds, AL.	See Price In Description

**CITY OF DOTHAN, ALABAMA**  
**January 5, 2016**  
**EXHIBIT "A"**  
**OTHER PURCHASES over \$15,000**

<b>DEPARTMENT</b>	<b>ITEM</b>	<b>VENDOR</b>	<b>AMOUNT</b>
Administration Legal	<b>Professional Services</b> Project Number: 850310, Defense of EPA Enforcement Action through 11/30/15 <sup>2</sup> 10/30/15: \$2,120.00, 11/30/15: \$2,212.00	King & Spalding Atlanta, GA	\$ 4,332.00
<b>DEPARTMENT</b>	<b>ITEM</b>	<b>VENDOR</b>	<b>AMOUNT</b>
Administration Legal	<b>Professional Legal Services</b> through 11/30/15 Claim Number 2003204 Cooper v. City <sup>2</sup>	Copeland, Franco, Screws, & Gill, P.A. Montgomery, AL	\$ 1,057.50
<b>DEPARTMENT</b>	<b>ITEM</b>	<b>VENDOR</b>	<b>AMOUNT</b>
Administration Legal	<b>Professional Legal Services</b> through 11/30/15 Claim Number 2003124, ReaMonica Carney v City of Dothan <sup>2</sup>	Maynard, Cooper & Gale, Birmingham, AL	\$ 924.91
<b>DEPARTMENT</b>	<b>ITEM</b>	<b>VENDOR</b>	<b>AMOUNT</b>
Public Works Traffic Engineering Services	<b>Vehicle Detection System with Traffic Signal Radar &amp; Advanced Detection:</b> Hardware & Software required to interface with NENA cabinet. State of Alabama Bid Contract T133/4013227.	Wavetronic, LLC Provo, UT.	\$ 25,943.00

Notes:

<sup>1</sup>ITB-Invitations to Bid

<sup>2</sup> Legal expenses have exceeded \$15,000 for these cases.

**RESOLUTION NO. \_\_\_\_\_**

**BE IT RESOLVED** by the Board of Commissioners of the City of Dothan, Alabama, as follows:

**Section 1.** That the Board of Commissioners does hereby approve advance travel requests for individual City employees as stated in Exhibit "A", which is attached and made a part of this Resolution.

**PASSED, ADOPTED AND APPROVED** on \_\_\_\_\_.

\_\_\_\_\_  
**Mayor**

**ATTEST:**

\_\_\_\_\_  
**Associate Commissioner District 1**

\_\_\_\_\_

**City Clerk**

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**Associate Commissioner District 2**

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**Associate Commissioner District 3**

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**Associate Commissioner District 4**

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**Associate Commissioner District 5**

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**Associate Commissioner District 6**

**BOARD OF CITY COMMISSIONERS**

**EXHIBIT "A"**

<b><u>NAME</u></b>	<b><u>CONFERENCE</u></b>	<b><u>AMOUNT</u></b>
Tyson Carter	Alabama Dixie Baseball and Softball State Meeting Rogersville, AL	\$ 335.00
Elston Jones Kim Meeker Roy Kitts Tyson Carter Tony Thorne Kenny Dunning Matt Barefield Kenny Thompson Velton Robinson Jerry Moore Debbie Reed Stephanie Wingfield	2016 Alabama Recreation & Parks Association Annual Conference Orange Beach, AL	\$ 6,847.69

**CITY OF DOTHAN  
PUBLIC WORKS DEPARTMENT  
ENGINEERING SERVICES**

**MEMORANDUM**

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**TO:** Tammy Danner, City Clerk  
**FROM:** Jerry W. Corbin, P.E., Public Works Director   
**DATE:** December 17, 2015  
**SUBJECT:** Document for Commission Agenda – Right-of-Way Deed for Public Road  
489 Southgate Road

Please place the following document on the agenda for the City Commission meeting for their acceptance and recording.

**Right-of-Way Deed**

William S. Fuller, Jr.

Account No. 001-2325-523.30-42

LBB/amd  
Attachments

Grantor: City of Dothan  
P.O. Box 2128  
Dothan, AL 36302

# RIGHT-OF-WAY DEED FOR PUBLIC ROAD

## THE STATE OF ALABAMA, HOUSTON COUNTY

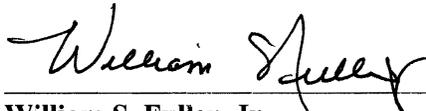
KNOW ALL MEN BY THESE PRESENTS, THAT I William S. Fuller, Jr, a married man, the owner of the hereinafter described real estate, for and in consideration of One Dollar (\$1.00) and other valuable consideration, to me, in hand, paid by the City of Dothan, Alabama, a Municipal Corporation, receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey unto the said City of Dothan, Alabama, the following property for Right of Way for a Public street or road and being more particularly described as follows:

An irregular shaped parcel of land being more particularly described as follows: Commencing at an existing iron pipe being the Northeast corner of Lot 15 Block "A" of Southgate Industrial Park as recorded in the Office of the Judge of Probate, Houston County, Alabama in Plat Book 5 at page 54; thence along the South Right of Way (ROW) of Southgate Road (60' ROW) North 89°00'53" West a distance of 104.99 feet to an existing iron pipe; thence North 89°57'26" West a distance of 100.00 feet more or less to the Northeast corner of Lot 17 and Grantor's property as recorded in the Office of the Judge of Probate, Houston County, Alabama in Deed Book 254 at page 371; thence North 89°57'26" West a distance of 49.81 feet to a set concrete monument(marked CITY OF DOTHAN) and the Point of Beginning of ROW herein described; thence departing existing South ROW South 65°34'20" West a distance of 23.96 feet to a set concrete monument(marked CITY OF DOTHAN); thence South 56°05'05" West a distance of 53.51 feet to a set concrete monument(marked CITY OF DOTHAN) lying on the East ROW of Campbellton Highway (80' ROW); thence along said existing East ROW North 13°45'44" East a distance of 9.88 feet; thence along existing ROW along a curve concave Southeast having a radius of 39.60 feet, a chord bearing of North 51°54'09" East and a chord distance of 48.91 feet; thence along existing Southgate Road Right of Way(60' ROW) South 89°57'26" East a distance of 25.37 feet to the Point of Beginning.

Said ROW is located in Section 2, T2N, R26E in Dothan, Houston County, Alabama containing 0.02 acres, more or less.

To have and to hold, unto the City of Dothan, Alabama, it's successors and assigns in fee simple forever.

IN WITNESS WHEREOF, I, William S. Fuller, Jr, hereunto set my hand and seal this 17th day of November, 2015.

  
\_\_\_\_\_  
William S. Fuller, Jr (L. S.)

## THE STATE OF ALABAMA, HOUSTON COUNTY

I, Robert Smith, a Notary Public in and for said County in said State hereby certify that William S. Fuller, Jr, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, have executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 17th day of November, 2015

  
\_\_\_\_\_  
Notary Public  
My Commission Expires 4/1/17

Prepared by: Lance Holloway, Professional Land Surveyor, City of Dothan, P.O. Box 2128, Dothan, AL 36302

Real Estate Sales Validation Form

Grantor's Name William S. Fuller, Jr

Grantee's Name City of Dothan

Mailing Address 489 Southgate Road  
Dothan, AL 36301

Mailing Address P.O. Box 2128  
Dothan, AL 36302-2128

Property Address 489 Southgate Road  
Dothan, AL 36301

Date of Sale 11/17/15

Total Purchase Price \$ 0

or

Actual Value \$ 0

or

Assessor's Market Value \$ 1000.00

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (Check one) (Recordation of documentary evidence is not required)

Bill of Sale  Appraisal

Sales Contract  Other

Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address – provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address – provide the name of the person or persons to whom interest to property is being conveyed.

Property address – the physical address of the property being conveyed, if available.

Date of sale – the date on which interest to the property was conveyed.

Total purchase price – the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value – if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser of the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama.1975 § 40-22-1 (h).

Date 12/18/15

Print Larry Bart Barefoot

Unattested \_\_\_\_\_

Sign Larry Bart Barefoot

(verified by)

(Grantor  Grantee  Owner/Agent) circle one

**CITY OF DOTHAN  
PUBLIC WORKS DEPARTMENT  
ENGINEERING SERVICES**

**MEMORANDUM**

---

**TO:** Tammy Danner, City Clerk

**FROM:** Jerry W. Corbin, P.E., Public Works Director



**DATE:** December 18, 2015

**SUBJECT:** Document for Commission Agenda – an utility easement at Napier Field Road to maintain existing sanitary sewer facilities.

Please place the following documents on the agenda for the City Commission meeting for their acceptance and recording.

**Easement**

BHR Properties, LLC

Account No. 001-2325-523.30-42

JWC/LBB/amd  
Attachments

Grantee: City of Dothan  
P.O. Box 2128  
Dothan, AL 36302

# EASEMENT

## THE STATE OF ALABAMA, HOUSTON COUNTY

KNOW ALL MEN BY THESE PRESENTS, that We, BHR PROPERTIES, LLC, AN ALABAMA LIMITED LIABILITY COMPANY, the owners of the hereinafter-described real estate, for and in consideration of One Dollar, and other valuable consideration, to us in hand paid by the City of Dothan, Alabama, a Municipal Corporation, receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto said City of Dothan, Alabama, the non-exclusive right, privilege and authority to **construct necessary improvements and appurtenances to existing utility facilities:** over, across and upon the following described real estate:

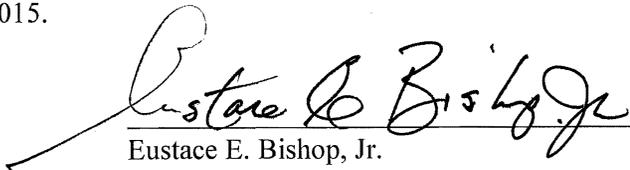
A 20 foot wide utility easement being more particularly described as follows: BEGINNING at the Northeast corner of Lot 2, Block "A" of Cook's Properties Subdivision as marked by an existing iron pin (EIP) (CA0621LS) and being on the West right-of-way (R/W) of Napier Field Road (100' R/W); thence along said West R/W bearing S 00°41'32" E a distance of 25.14 FT to an EIP (1/2" Pipe); thence along said West R/W bearing S 00°43'00" E a distance of 200.09 FT to an EIP (1/2" Pipe) marking the Southeast corner of said Lot 2; thence depart said West R/W bearing S 89°20'48" W a distance of 20.00 FT to a point; thence N 00°43'00" West a distance of 200.07 FT to a point; thence N 89°19'04" E a distance of 20.00 FT to the POINT OF BEGINNING.

Said easement is located in Section 33, T4N, R26E in Dothan, Houston County, Alabama containing 0.10 acres, more or less.

Together with the right to enter upon said premises and maintain, repair and upgrade said Utility facilities to have and to hold unto said City of Dothan, Alabama aforegranted easement for the purpose set out above.

IN WITNESS WHEREOF, We, BHR PROPERTIES, LLC, hereunto set our hands, and

seal this 7<sup>th</sup> day of December, 2015.

 (L. S.)  
Eustace E. Bishop, Jr.  
Manager, BHR Properties, LLC

## THE STATE OF ALABAMA, HOUSTON COUNTY ACKNOWLEDGMENT FOR CORPORATION

I, Dow T. Hnskey, a Notary Public in and for said County in said State hereby certify that Eustace E. Bishop, Jr., whose name as Manager of BHR PROPERTIES, LLC, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance has, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 7<sup>th</sup> day of December, 2015.

  
Notary Public  
My commission expires: 4/25/2016

Prepared by: Lance Holloway, Professional Land Surveyor, City of Dothan, AL, P.O. Box 2128, Dothan, AL 36302

Real Estate Sales Validation Form

Grantor's Name Carla F. Watson West and Jerry L. Segars

Grantee's Name City of Dothan

Mailing Address 3106 Foxridge Road  
Dothan, AL 36303

Mailing Address P.O. Box 2128  
Dothan, AL 36302-2128

Property Address Napier Field Road  
Dothan, AL 36303

Date of Sale 12/07/15

Total Purchase Price \$ 0

or

Actual Value \$ 0

or

Assessor's Market Value \$ 1000.00

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (Check one) (Recordation of documentary evidence is not required)

Bill of Sale

Appraisal

Sales Contract

Other

Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address – provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address – provide the name of the person or persons to whom interest to property is being conveyed.

Property address – the physical address of the property being conveyed, if available.

Date of sale – the date on which interest to the property was conveyed.

Total purchase price – the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value – if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser of the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama.1975 § 40-22-1 (h).

Date 12/18/15

Print Larry Bert Barefoot

Unattested \_\_\_\_\_

Sign Larry Bert Barefoot

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

**CITY OF DOTHAN  
PUBLIC WORKS DEPARTMENT  
ENGINEERING SERVICES**

**MEMORANDUM**

---

**TO:** Tammy Danner, City Clerk  
**FROM:** Jerry W. Corbin, P.E., Public Works Director   
**DATE:** December 18, 2015  
**SUBJECT:** Document for Commission Agenda – an utility easement at 3373 Napier Field Road to maintain existing sanitary sewer facilities.

Please place the following documents on the agenda for the City Commission meeting for their acceptance and recording.

**Easement**

Carla Faye Watson West and Jerry L. Segars

Account No. 001-2325-523.30-42

JWC/LBB/amd  
Attachments

Grantee: City of Dothan  
P.O. Box 2128  
Dothan, AL 36302

## EASEMENT

### THE STATE OF ALABAMA, HOUSTON COUNTY

KNOW ALL MEN BY THESE PRESENTS, that we, **Carla Faye Watson West and Jerry L. Segars**, the owners of the hereinafter-described real estate, for and in consideration of One Dollar, and other valuable consideration, to us in hand paid by the City of Dothan, Alabama, a Municipal Corporation, receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto said City of Dothan, Alabama, the right, privilege and authority to **construct necessary improvements and appurtenances to existing utility facilities**: over, across and upon the following described real estate:

A 20 foot wide utility easement being more particularly described as follows: COMMENCING at the Southeast corner of Lot 1 Block "A" of Cook's Properties Subdivision as marked by an existing iron pin (EIP) (CA0621LS) and being on the West right-of-way (R/W) of Napier Field Road (100' R/W); thence along said West R/W bearing S00°-41'-32" E a distance of 25.14 feet to an EIP (1/2" pipe); thence along said West R/W bearing S00°-43'-00" E a distance of 200.09 feet to an EIP (1/2" pipe) marking the Southeast corner of said Lot 2, Block "A" of said Cook's Properties Subdivision the POINT OF BEGINNING (P.O.B.); thence along said West R/W bearing S00°-42'-27" E a distance of 214.13 feet to the Southeast; thence depart said West R/W bearing S89°-17'-33" W a distance of 20.00 feet to a point; thence N00°-42'-27" W a distance of 214.15 feet to a point; thence N89°-20'-48" E a distance of 20.00 feet to the POINT OF BEGINNING.

Said easement is located in Section 33, T4N, R26E, in Dothan, Houston County, Alabama containing 0.10 acres, more or less.

Together with the right to enter upon said premises and maintain, repair and upgrade said **Utility facilities** to have and to hold unto said City of Dothan, Alabama aforegranted easement for the purpose set out above.

Carla Faye Watson West is the sister of Stanley Carl Watson (deceased) and the daughter of Arthur Carl Watson (deceased). Jerry L Segars was the husband of Norma Jean Watson Segars (deceased). Carla Faye Watson West and Jerry L Segars are the sole surviving heirs under the Estates of Stanley Carl Watson

and Arthur Carl Watson, filed for recording in the office of the Judge of Probate in Houston County, Alabama.

IN WITNESS WHEREOF, We, **CARLA FAYE WATSON WEST** and **JERRY L. SEGARS**, hereunto set our hands and seal this 11<sup>th</sup> day of November, 2015.

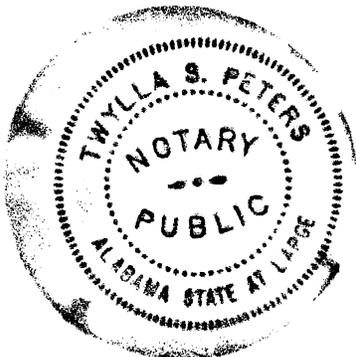
*Carla Faye Watson West*  
**CARLA FAYE WATSON WEST**

*Jerry L. Segars*  
**JERRY L. SEGARS**

**STATE OF ALABAMA** )  
**COUNTY OF HOUSTON** )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **CARLA FAYE WATSON WEST**, whose name is signed to the foregoing, Easement and who is known to me, acknowledge before me on this the day, that, being informed of the contents of the Easement, **CARLA FAYE WATSON WEST** executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 11<sup>th</sup> day of November, 2015.



*Twylla S. Peters*  
**NOTARY PUBLIC**  
My Commission Expires: 9/19/17

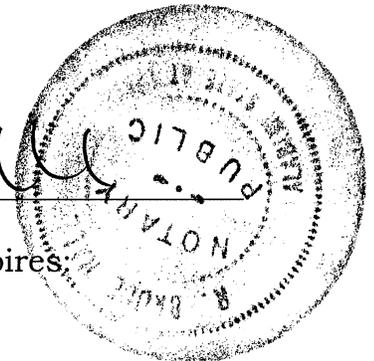
**STATE OF ALABAMA** )  
**COUNTY OF HOUSTON** )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **JERRY L. SEGARS**, whose name is signed to the foregoing, Easement and who is known to me, acknowledge before me on this the day, that, being informed of the contents of the Easement, **JERRY L. SEGARS** executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 11<sup>th</sup> day of November, 2015.



NOTARY PUBLIC  
My Commission Expires:  
10-2-17



Real Estate Sales Validation Form

Grantor's Name Carla F. Watson West and Jerry L. Segars

Grantee's Name City of Dothan

Mailing Address 360 North Oates Street

Mailing Address P.O. Box 2128

Dothan, AL 36302

Dothan, AL 36302-2128

Property Address 3373 Napier Field Road

Date of Sale 11/11/15

Dothan, AL 36303

Total Purchase Price \$ 0

or

Actual Value \$ 0

or

Assessor's Market Value \$ 1000.00

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (Check one) (Recordation of documentary evidence is not required)

Bill of Sale

Appraisal

Sales Contract

Other

Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address – provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address – provide the name of the person or persons to whom interest to property is being conveyed.

Property address – the physical address of the property being conveyed, if available.

Date of sale – the date on which interest to the property was conveyed.

Total purchase price – the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value – if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser of the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama.1975 § 40-22-1 (h).

Date 12/18/15

Print Larry Bart Barefoot

Unattested \_\_\_\_\_

Sign Larry Bart Barefoot

(verified by)

(Grantor/Grantee Owner/Agent) circle one

**CITY OF DOTHAN  
PUBLIC WORKS DEPARTMENT  
ENGINEERING SERVICES**

**MEMORANDUM**

---

**TO:** Tammy Danner, City Clerk  
**FROM:** Jerry W. Corbin,  P.E., Public Works Director  
**DATE:** December 21, 2015  
**SUBJECT:** Document for Commission Agenda – Easement – Cook’s Properties, LLC –  
Napier Field Road

Please place the following document on the agenda for the City Commission meeting for their acceptance and recording.

**Easement**

Cook’s Properties, LLC

Account No. 001-2325-523.30-42

LBB/nwg  
Attachments

Grantee: City of Dothan  
P.O. Box 2128  
Dothan, AL 36302

# EASEMENT

## THE STATE OF ALABAMA, HOUSTON COUNTY

KNOW ALL MEN BY THESE PRESENTS, that We, COOK'S PROPERTIES, LLC, the owners of the hereinafter-described real estate, for and in consideration of One Dollar, and other valuable consideration, to us in hand paid by the City of Dothan, Alabama, a Municipal Corporation, receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto said City of Dothan, Alabama, the right, privilege and authority to **construct necessary improvements and appurtenances to existing utility facilities**: over, across and upon the following described real estate:

A 20 foot wide utility easement being more particularly described as follows: BEGINNING at the Southeast corner of Lot 1, Block A of Cook's Properties Subdivision as marked by an existing iron pin (EIP) (CA0621LS) and being on the West right-of-way (R/W) of Napier Field Road (100' R/W); thence S 89°19'04" W a distance of 20.00 FT to a point; thence N 00°41'32" W a distance of 30.00 FT to a point; thence N89°18'28" E a distance of 20.00 FT to a point on said West R/W; thence along said West R/W bearing S 00°41'32" E a distance of 30.00 FT to the POINT OF BEGINNING.

Said easement is located in Section 33, T4N, R26E in Dothan, Houston County, Alabama containing 0.01 acres, more or less.

Together with the right to enter upon said premises and maintain, repair and upgrade said Utility facilities to have and to hold unto said City of Dothan, Alabama aforegranted easement for the purpose set out above.

IN WITNESS WHEREOF, We, COOK'S PROPERTIES, LLC, hereunto set our hands and

seal this 4<sup>TH</sup> day of NOVEMBER, 2015.

COOK'S PROPERTIES, LLC (L. S.)  
Brian Cook  
Official Title MANAGING MEMBER

## THE STATE OF ALABAMA, HOUSTON COUNTY ACKNOWLEDGMENT FOR CORPORATION

I, Rolind Jackson, a Notary Public in and for said County in said State hereby certify that Brian Cook, whose name as MANAGING MEMBER of COOK'S PROPERTIES, LLC, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance has, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 4<sup>th</sup> day of November, 2015.

Rolind Jackson

Prepared by: Lance holloway, Professional Land Surveyor, City of Dothan, P.O. Box 2128, Dothan, AL 36302

Real Estate Sales Validation Form

Grantor's Name Cooks Properties, LLC

Grantee's Name City of Dothan

Mailing Address 1618 4<sup>th</sup> Avenue SE

Mailing Address P.O. Box 2128

Decatur, AL 35601

Dothan, AL 36302-2128

Property Address Napier Field Road

Date of Sale 11/04/15

Dothan, AL 36303

Total Purchase Price \$ 0

or

Actual Value \$ 0

or

Assessor's Market Value \$ 1000.00

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (Check one) (Recordation of documentary evidence is not required)

Bill of Sale

Appraisal

Sales Contract

Other

Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address – provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address – provide the name of the person or persons to whom interest to property is being conveyed.

Property address – the physical address of the property being conveyed, if available.

Date of sale – the date on which interest to the property was conveyed.

Total purchase price – the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value – if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser of the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama.1975 § 40-22-1 (h).

Date 12-28-15

Print Jonathan Lucas

Unattested \_\_\_\_\_

Sign [Signature]

(verified by)

(Grantor Grantee Owner/Agent) circle one