

**AGENDA
CITY COMMISSION MEETING
DOTHAN, ALABAMA
10:00 A.M., FEBRUARY 2, 2016**

1. **Invocation: Pastor Jerome Lister, Jr. - St. Walden Missionary Baptist Church**
2. **Pledge of Allegiance: Commissioner Newsome**
3. **Roll Call:
Schmitz__Dorsey__Newsome__Kirkland__Ferguson__Kenward__McCarroll**

4. **Approval of Previous Minutes:**

- Minutes of Meeting of January 19, 2016.
- Minutes of the Adjourned Meeting of January 20, 2016.

5. **Communications from Mayor and City Commissioners:**

- Proclamation – “Career Technical Education Month” –
Mary Beth Reynolds, Mike Tew, Cynthia Green and Dean Mitchell.

Documents: [proclamation career and technical education month.pdf](#)

6. **Communications from City Manager:**

7. **Communications from City Clerk:**

- Application for a Retail Beer and Table Wine License (off premise) for Quick Stop, 2984 East Main Street, by Vinaykumar Patel.
- Application for a Retail Beer and Table Wine License (off premise) for Circle K Store 2721552, 302 Ross Clark Circle, by Amy B. Nelson.
- Application for a Retail Beer and Table Wine License (off premise) for Circle K Store 2723643, 4196 Ross Clark Circle, by Amy B. Nelson.
- Application for a Retail Beer and Table Wine License (off premise) for Circle K Store 2723829, 4970 Montgomery Highway, by Amy B. Nelson.
- Application for a Retail Beer and Table Wine License (off premise) for Circle K Store 2723905, 2357 Reeves Street, by Amy B. Nelson.

Documents: [liquor application quick stop.pdf](#), [liquor application circle k store 2721552.pdf](#), [liquor application circle k store 2723643.pdf](#), [liquor application circle k store 2723829.pdf](#), [liquor application circle k store 2723905.pdf](#)

8. **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 March 1, 2016.**

Documents: [weed abatement public hearing.pdf](#)

9. **Res. No. _____ Confirming the costs incurred in notification and abatement of certain properties determined to be nuisances by Resolution Number 2015-345 and Resolution Number 2016-3 and turning the costs over to the County Tax Collector so that the amount can be added to the next regular bills for taxes levied against the respective lots and parcels of land.**
Documents: [cost assessment for weed abatement.pdf](#)
10. **Res. No. _____ Approving an allocation to Wallace Community College to purchase instructional equipment for the new Health Science Building, located on the Wallace Community College-Dothan Campus, in the amount of \$400,000.00 to be paid over a four-year period; \$100,000.00 annually, beginning with FY 2016, and appropriation funds for said allocation.**
Documents: [wallace college allocation.pdf](#)
11. **Res. No. _____ Entering into a permit agreement with the Alabama Department of Transportation for the installation of a wood pole to feed new electric service for Town Place Suites at the intersection of Montgomery Highway (US Highway 231) and Retail Drive.**
Documents: [aldot town place suites.pdf](#)
12. **Res. No. _____ Entering into a permit agreement with the Alabama Department of Transportation for permission to perform necessary maintenance to its utility lines along AL/US Route No. 52, beginning at Milepost No. 65.20 and ending at Milepost No. 68.00.**
Documents: [aldot route 52.pdf](#)
13. **Res. No. _____ Entering into a permit agreement with the Alabama Department of Transportation for permission to perform necessary maintenance to its utility lines along AL/US Route No. 210, beginning at Milepost No. 9.00 and ending at Milepost No. 10.48.**
Documents: [aldot route 210.pdf](#)
14. **Res. No. _____ Entering into a permit agreement with the Alabama Department of Transportation for permission to perform necessary maintenance to its utility lines along AL/US Route No. 84 (AL 12), beginning at Milepost No. 212.00 and ending at Milepost No. 213.45.**
Documents: [aldot route 84.pdf](#)
15. **Res. No. _____ Entering into a contract with the Southeast Basketball Officials Association to provide a clockkeeper and bookkeeper to officiate during the 2016 South Regional Tournament at a cost of \$45.00 per game.**
Documents: [contract southeast basketball officials association.pdf](#)
16. **Res. No. _____ Re-appointing Andy Gosselin as Landmark Park's representative on the Historic Preservation Commission.**
Documents: [board appointment hpc.pdf](#)
17. **Res. No. _____ Appointing Wallace T. Black as a member of the Board of Zoning Adjustment.**
Documents: [board appointment bza.pdf](#)
18. **Res. No. _____ Awarding bids and approving purchases over \$15,000.00 by the City and appropriating funds for said purchase.**
Documents: [bids and purchases.pdf](#)
19. **Res. No. _____ Approving advance travel requests for City employees.**
Documents: [travel requests.pdf](#)

20. **Acceptance of an easement from Tatom Properties, LLC, to maintain, repair and upgrade utility facilities at the corner of West Carroll Street and Ross Clark Circle.**

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

21. **Acceptance of easements from M4 Development, LLC and LNK Properties, LLC, to maintain existing electrical utilities at Lot 6 & 7, Block A, The Way Subdivision.**

Documents: [easement m4 development and lnk properties.pdf](#)

22. **Adjournment.**

PROCLAMATION

WHEREAS, Career and Technical Education programs are the vehicle for success for high school and college-level students; and exposing elementary, middle, and high school students with a background in Career and Technical Education options will provide them with knowledge for a variety of higher education choices; and

WHEREAS, profound economic and technological changes in our society are rapidly reflected in the structure and nature of work, thereby placing new and additional responsibilities on our educational system; therefore, the ever-increasing cooperative efforts of career and technical educators, business and industry stimulate the growth and vitality of our local economy and that of the entire nation by preparing graduates for career fields forecast to experience the largest and fastest growth in the next decade; and

WHEREAS, Career and Technical Education provides Americans with school-to-career connections and is the backbone of a strong, well-educated workforce, fostering productivity in business and industry and contributing to America's leadership in the international marketplace; and

WHEREAS, Career and Technical Education gives high school students experience in practical, meaningful applications of basic skills such as reading, writing and mathematics, thus improving the quality of their education, motivating potential dropouts and giving all students leadership opportunities in their fields and in their communities.

NOW, THEREFORE, I, Mike Schmitz, Mayor of the City of Dothan, and in such capacity, do hereby proclaim February, 2016 as

"CAREER AND TECHNICAL EDUCATION MONTH"

in the City of Dothan and urge all Wiregrass-area citizens, including parents, students, and educators, to become familiar with the services and benefits offered by Career and Technical Education programs in this community and to support and participate in these programs.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Dothan to be affixed the 2nd day of February, 2016.

SEAL



Attest:

Tammy Danner
City Clerk

Mike Schmitz
Mayor

December 30, 2015

Board of City Commissioners
City of Dothan, Alabama
P.O. Box 2128
Dothan, Alabama 36302

Honorable Mayor and City Commission:

I respectfully submit my request for a Retail Beer and Retail Table Wine License for Quick Stop located at 2984 East Main Street, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

Sincerely,



Vinaykumar Patel

January 5, 2016

Board of City Commissioners
City of Dothan, Alabama
P.O. Box 2128
Dothan, Alabama 36302

Honorable Mayor and City Commission:

I respectfully submit my request for a Retail Beer and Retail Table Wine License for Circle K/Kangaroo Express #2721552 located at 302 Ross Clark Circle, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

Sincerely,

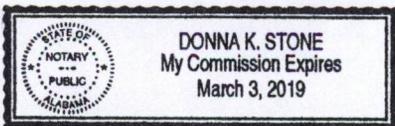
Amy B. Nelson

Amy B. Nelson, as Agent and Lawful Attorney of
Circle K Stores, Inc.

STATE OF ALABAMA §
 :
JEFFERSON COUNTY §

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Amy B. Nelson, whose name as Agent and Lawful Attorney of Circle K Stores Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of same, she, as such Agent and Lawful Attorney, and with full authority, did execute the same voluntarily for and as the act of said corporation.

Given under my hand on this the 5th day of January, 2016.



[NOTARY SEAL]

Donna K Stone

Notary Public

My Commission Expires: 3-3-2019

January 5, 2016

Board of City Commissioners
City of Dothan, Alabama
P.O. Box 2128
Dothan, Alabama 36302

Honorable Mayor and City Commission:

I respectfully submit my request for a Retail Beer and Retail Table Wine License for Circle K/Kangaroo Express #2723643 located at 4196 Ross Clark Circle, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

Sincerely,

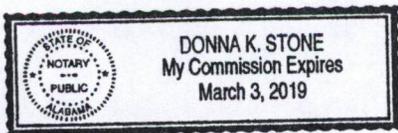
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Donna K Stone
Notary Public

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January 5, 2016

Board of City Commissioners
City of Dothan, Alabama
P.O. Box 2128
Dothan, Alabama 36302

Honorable Mayor and City Commission:

I respectfully submit my request for a Retail Beer and Retail Table Wine License for Circle K #2723829 located at 4970 Montgomery Highway, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

Sincerely,

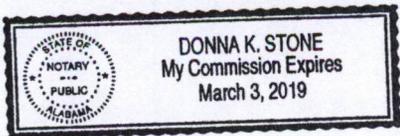
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Donna K Stone

Notary Public

My Commission Expires: 3-3-2019

January 5, 2016

Board of City Commissioners
City of Dothan, Alabama
P.O. Box 2128
Dothan, Alabama 36302

Honorable Mayor and City Commission:

I respectfully submit my request for a Retail Beer and Retail Table Wine License for Circle K/Kangaroo Express #2723905 located at 2357 Reeves Street, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

Sincerely,

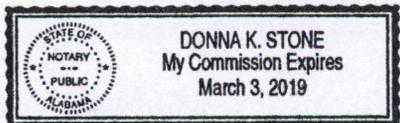
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Given under my hand on this the 5th day of January, 2016.



[NOTARY SEAL]

DonnaKStone

Notary Public

My Commission Expires: 3-3-2019

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;

306 First Avenue

Parcel 38-10-04-19-3-003-021.000
Lot 6-9 Block G Grandview Subdivision

308/310 First Avenue

Parcel 38-10-04-19-3-003-021.000
Lots 10-12 Block G Grandview Subdivision

1309 E. Adams Street

Parcel 38-10-04-19-2-001-019.000
Lot 4 Block H East Highlands Addition

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 1st day of March, 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

Associate Commissioner District 3

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 2015-345 and 2016-3, to be nuisances which should be abated:

1. 950 Coe Dairy Road
2. 300 Montana Street
3. 494 E. Selma Street

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

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

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. 2015-345 and 2016-3. The amount listed below the property address is the cost of abating the nuisance to include city crews cutting the property, cost to erect the sign on said property, and cost of publishing the notice in the newspaper.

David E. & Delores Porter
950 Coe Dairy Road
38-09-07-36-1-006-001.000

Sign	\$	89.00
Newspaper Notice		198.33
Lot Cleanup Cost		131.90
Total	\$	<u>419.23</u>

Betty Fowler Williams
495 E. Selma Street
38-09-07-25-1-001-013.000

Sign	\$	89.00
Newspaper Notice		198.33
Lot Cleanup Cost		131.90
Total	\$	<u>419.23</u>

Janice P. Burks & Yvonne P. Lee TS
300 Montana Street
38-09-06-14-4-013-015.000

Sign	\$	89.00
Newspaper Notice		198.33
Lot Cleanup Cost		207.17
Total	\$	<u>494.50</u>

Total **\$** **1,332.96**

RESOLUTION NO. _____

WHEREAS, Wallace Community College has plans to construct a new Health Science Building on the Wallace Campus in Dothan; and

WHEREAS, Wallace College is leveraging \$11 million in Unexpended Plant Funds in combination with a \$10 million bond for construction and basic furnishing and are seeking additional funds to provide needed instructional equipment for new labs; and

WHEREAS, Wallace College has requested a contribution from the City of Dothan to help with purchasing instructional equipment, and

WHEREAS, the City's share of the project will be \$400,000.00, payable over a four-year period; \$100,000.00 annually beginning with FY 2016.

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 agrees to appropriate \$400,000.00 to Wallace Community College to purchase instructional equipment for the new Health Science Building located on the Wallace Community College-Dothan Campus, payable over a four-year period; \$100,000.00 annually beginning with FY 2016.

Section 2. That the sum of \$100,000.00 be appropriated in FY 2016 and FY 2017 to the General Fund/Health & Welfare Department/Wallace College/Other Services & Charges/Subsidies to Agencies, Account Number 001-3153-531.30.44 for the purchase of instructional equipment for the new Health Science Building. 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, by the sum of \$100,000.00 in FY 2016 and FY 2017.

Section 3. That the Mayor and the Finance Director-Treasurer of the City of Dothan, Alabama, are authorized and directed to pay this appropriation in the four installments as stated above.

PASSED, ADOPTED AND APPROVED on _____.

Mayor

ATTEST:

Associate Commissioner District 1

City Clerk

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS



WALLACE
COMMUNITY
COLLEGE

January 12, 2016

Office of the President

Dr. Linda C. Young
1141 Wallace Drive
Dothan, AL 36303
334.556.2234
Fax: 334.983.4255

The Honorable Mike Schmitz
and Dothan City Commission
City of Dothan
PO Box 2118
Dothan, AL 36302

Dear Mayor Schmitz and Dothan City Commissioners:

On behalf of Wallace Community College-Dothan (WCCD), I would like to thank you for the opportunity to be considered for funding support by the City of Dothan. The College is requesting funding in the amount of \$400,000 (or \$100,000 over four years) to purchase instructional equipment for use in a new 99,482-square-foot, three-story Health Science Building on the Wallace Campus in Dothan to be completed in 2016.

Wallace has served the communities of Southeast Alabama since 1949, and we are proud of our commitment to excellence. In the last academic year alone, the College graduated **350** nursing and allied health students. Additionally, Wallace has graduated a total of **13,269** health care professionals since training began in these fields with many graduates remaining in the area for their careers.

In its 67-year history, the College has also played a major role in the transformation of the city to a regional hub for healthcare. The College currently trains approximately 85% of the healthcare workers in the region. Our renowned allied health and nursing programs offer students hands-on instruction with one of the best simulation labs in the state. By partnering with Wallace, the City of Dothan will strengthen its commitment to and support of training programs that supply regional labor market needs.

The College is leveraging \$11 million in Unexpended Plant Funds in combination with a \$10 million bond for construction and basic furnishing and equipment. We are seeking additional funds to provide needed instructional equipment for new labs in the following programs: Emergency Medical Services (EMT), Respiratory Therapist (RPT), Physical Therapist Assistant; and Radiologic Technology (RAD); Medical Assisting Technology (MAT). Funds will also be used to purchase instructional equipment for the Health Science Resource Center (HSRC) and the Health Science Simulation Center (HSSC).

We believe that this project is consistent with the interests of the City of Dothan and its support of workforce development in this region. We respectfully hope that you will budget to support this request. If I can provide additional information to encourage consideration of our request, please feel free to contact me at 334-556-2234. I would also be available to meet personally with the City Commission to present this proposal.

Sincerely,

Linda C. Young
President

c City Manager Mike West

DOTHAN * EUFAULA
www.wallace.edu

RECEIVED
JAN 12 2016

CITY MANAGER'S OFFICE

Wallace Community College - Dothan
1141 Wallace Drive
Dothan, AL 36303

PROJECT BUDGET

AREA	ITEM	DESCRIPTION	APPROX COST	QTY	TOTAL COST
SKILLS LABS (6) and HSSC	Clinical Simulation Stations	Standard clinical hospital equipment for fifty-eight (58) simulation stations, including beds, bedside tables, and overbed tables.	\$5,000	58	\$290,000.00
HSSC	Birthing Bed Unit	Obstetrical patient room equipment--bed to facilitate student practice of labor and delivery utilizing birthing simulators	\$7,000	1	\$7,000.00
SKILLS LABS	Pediatric Crib	Hospital-type crib for infant and toddler size mannequins utilized in skills labs	\$3,000	1	\$3,000.00
HSSC	KbPort HD PTZ System	Medical simulation recording system utilizing pan-tilt zoom cameras to facilitate simulation activities within the Simulation Center, student learning from classrooms, and student debriefing activities following simulation sessions	\$20,000	5	\$100,000.00

\$400,000.00

RESOLUTION NO. _____

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

Section 1. That, upon recommendation of the Dothan Utilities Director, Billy R. Mayes, the City of Dothan, Alabama, enters into a permit agreement with the Alabama Department of Transportation for the installation of a forty-five (45) foot wood pole to feed new electric service for Town Place Suites at the intersection of Montgomery Highway (US Highway 231) and Retail Drive, Dothan, AL, which said agreement follows:

**ALABAMA DEPARTMENT OF TRANSPORTATION
Permit Agreement for the Accommodation of Utility
Facilities on Public Right-of-Way**

Project Number _____	Bond Number <u>106018742</u>
Permit Number _____	Bonding Agency <u>Travelers Casualty and Surety</u>
Route Number <u>US Hwy 231</u>	P.E. _____
R.O.W. _____	Construction _____
Location of Accommodation: Milepost <u>24.62</u> to <u>24.68</u>	Utilities _____

THIS AGREEMENT is entered into this the _____ day of _____, 2016, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and CITY OF DOTHAN a Utility hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way in HOUSTON County, Alabama consisting approximately of the following:
Install a forty-five(45) feet wood pole at the intersection of Montgomery Hwy(US Hwy 231)/Retail Dr.

_____ ; and

WHEREAS, ALDOT hereby grants to the APPLICANT approval to cross or locate its facilities on the public right-of-way at the location and in the manner hereinafter set forth:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The APPLICANT will install its facilities on public right-of-way in accordance with plans and specifications of the APPLICANT as approved by ALDOT which plans and specifications are hereby made a part hereof by reference.
2. In the installation of facilities and performing work under this agreement, the APPLICANT will conform to the provisions of the latest edition of the Alabama Department of Transportation Utility Manual, which manual is of record in ALDOT and is hereby a part hereof by reference.
3. The national Manual on Uniform Traffic Control Devices, ALDOT approved edition, is hereby made a part hereof by reference and will be conformed to as the provisions thereof are applicable to such work. Such Manual is of record in ALDOT at the execution of this Agreement.
4. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part hereof by reference.
5. The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

The APPLICANT will provide proof of applicable permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. The APPLICANT must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOI is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

6. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the APPLICANT to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

7. Underground Damage Prevention Legislation, Alabama Act 94-487, is hereby made a part hereof by reference. The APPLICANT will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work shall begin until a copy of such ticket is obtained and the APPLICANT shall keep a copy of such ticket at the site of work.

8. If hazardous materials, wastes, substances, or as otherwise defined by Code of Alabama § 6-5-332.1 (a)(2) (1993 Repl. Vol.) are encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous materials and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous materials encountered.

9. This permit is valid for the contract period which is defined as follows: All proposed work as described and submitted in the permit documents must be completed within one year from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work.

10. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to ALDOT. Should the APPLICANT not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the APPLICANT and the APPLICANT agrees to pay ALDOT all such costs as a result.

11. Once work is begun, the APPLICANT shall pursue the work continuously and diligently until completion. Should the APPLICANT feel that the work cannot be completed in a one year period, they shall submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved.

12. The APPLICANT will file with ALDOT an acceptable certified check or bond in the penal amount of \$ 75,000.00 (Bond Number: 106018742) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 9. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by ALDOT as a result of the bond, will be applied to complete and fulfill the permit contract terms. In the instance that ALDOT determines a bond on record is necessary, the APPLICANT shall provide such bond to ALDOT. The bond amount shall be determined by ALDOT.

13. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties

_____ If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or

destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

_____ If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

_____ If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term of its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

_____ If the applicant is not a county, incorporated municipality, or state governmental agency or institution then:

The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, ALDOT, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations

14. The APPLICANT will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the APPLICANT, its agents, servants, employees or facilities

15. ALDOT in executing this Agreement does not in any way assume the responsibility for the maintenance of the facilities of the APPLICANT, nor the responsibility for any damage to the facilities caused by third parties.

16. The APPLICANT will have a copy of this Agreement on the project site at all times while said work is being performed.

17. Nothing contained in this Permit Agreement, nor the issuance or receipt thereof, shall be construed to alter or affect the title of ALDOT to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

18. Reimbursement for future relocations of the APPLICANT'S facilities will be in accordance with State law in effect at the time such relocations are made.

19. The APPLICANT stipulates that the specific use of these facilities located upon public right-of-way is **to provide electrical service to customer.**

APPLICANT further stipulates that should this specific use change at any time in the future that the APPLICANT will notify ALDOT immediately of the change.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the ____ day of _____, 20¹⁶_____.

WITNESS:

CITY OF DOTHAN

Legal Name of Applicant

By: _____

Signature and Title

MIKE SCHMITZ

Typed or Printed Name

P.O. BOX 2128

Address Line 1

DOTHAN, AL 36302

Address Line 2

334-615-3111

Telephone Number

RECOMMENDED FOR APPROVAL:

District Manager

Date

Area Operations Engineer

Date

Region Engineer

Date

**APPROVED:
ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS TRANSPORTATION
DIRECTOR**

By: _____
Maintenance / Region / Area Operations Engineer or District Manager

Date: _____

Replaces Bond 106018742
Executed 3/10/2014

**BOND
FOR PERFORMANCE OF THE WORK**

STATE OF ALABAMA
MONTGOMERY COUNTY

PERMIT NUMBER: _____
BOND NUMBER: 106018742

KNOWN ALL MEN BY THESE PRESENTS: That we City of Dothan
_____, as Principal, and Travelers Casualty and Surety
Company of America, as Surety, are held and firmly bound unto the
ALABAMA DEPARTMENT OF TRANSPORTATION, in the penal sum of \$75,000.00
for the payment for which well and truly to be made, we hereby bind ourselves, our heirs,
executors, administrators, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals, this the
30th day of March, 2015.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the
above bound principal hereon, Namely, City of Dothan this day entered into
a permit Contract as applicant with the ALABAMA DEPARTMENT OF TRANSPORTATION
for work on highway right of way, attached hereto and incorporated herein, required by the
Department as provided for in the permit contract, to be performed in Houston
County, Alabama, Highway Number Various, a copy of which permit Contract is hereto
attached.

NOW, THEREFORE, in the event the said City of Dothan,
as such applicant shall faithfully and promptly perform the permit contract and all the conditions
and requirements thereof, then this obligation shall be null and void and of no effect, otherwise to
remain and be in full force and effect.

PROVIDED, further, that upon the failure of the said City of Dothan
_____, as such applicant, to promptly and efficiently
prosecute said permit contract work in any respect, in accordance with the permit contract, the
above bound Travelers Casualty & Surety Co. of America as Surety, shall take charge of said work
and complete the permit contract at their own expense, pursuant to its terms. Said Surety may, if
they so elect, by written direction given to the State Transportation Director authorize the
Director to complete or cause to be completed the said permit contract work at the expense of
said Surety, and such Surety hereby agrees and binds Surety to pay the cost and expense of the
completion of such permit contract work.

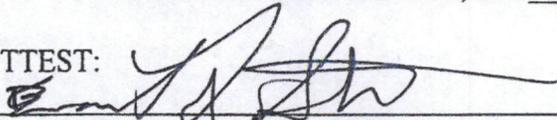
In the event said Principal shall fail or delay the prosecution and completion of said
permit contract work and said Surety shall also fail to act promptly as hereinbefore provided,
then said Transportation Director may cause ten days notice of such failure to be given, either,
either to said Principal or Surety, and at the expiration of said ten days, if said Principal or Surety
do not proceed promptly to complete the permit contract, including all work provided therein, the
ALABAMA DEPARTMENT OF TRANSPORTATION shall have the authority to cause said
permit contract work to be done and accomplished and when the same is completed and cost
thereof determined, the said Principal and Surety shall and hereby agree to pay any and all cost of
said permit contract work.

The said Principal and Surety further agree as a part of this obligation to pay all such
damages of any kind to person or property that may result from a failure in any respect to
perform and complete said permit Contract including all work therein provided.

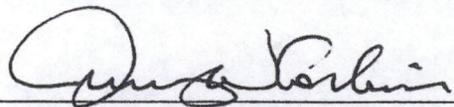
The decision of the Director of the Alabama Department of Transportation upon any question connected with the execution of the permit Contract, or any failure or delay in the prosecution of the permit contract work, attached hereto and incorporated herein, by said Principal or Surety, shall be final and conclusive.

WITNESS our hands and seals, this 30th day of March, 2015.

ATTEST:



(Name and Title)



(Signature of Applicant Official)

City of Dothan - Public Works Director
(Title of Officer Signing)

(Affix Seal) Travelers Casualty & Surety Co. of America
Name of Surety

City of Dothan

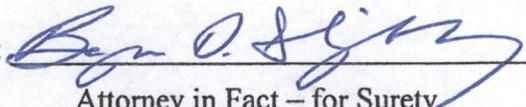
Legal Name of Applicant (Company) as Principal

P O Box 2128, 126 N. Saint Andrews St., Dothan, AL

Address

334-615-3400

Contact Number

By: 

Attorney in Fact - for Surety
Benjamin D. Slingsluff

NOTICE TO ALABAMA RESIDENT AGENT

Countersigned by Alabama
Resident Agent for Surety:

Benjamin D. Slingsluff

Name

Slingsluff United Insurance

Address

P O Box 6947, Dothan, AL 36302

Please print or write legibly your name and
complete address below:

(A copy of the Power of Attorney properly executed by the Company authorizing the Agent signing above to bind the Company as Surety on this Bond must be attached hereto. Said Power of Attorney must be dated so as to correspond with the execution date of the bond.)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 228501

Certificate No. 006275775

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (therein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Steve O. Thompson, Phyllis D. Peters, Elaine V. Ethridge, and Benjamin D. Slingsluff

of the City of Dothan, State of Alabama, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of February, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

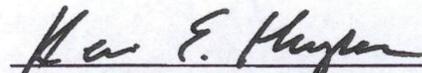
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of March, 20 15.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

ELECTRIC DEPARTMENT SKETCH

W.F. No. - _____

ENGINEER RLL

WOW _____

POSTED _____

DATE 1/14/16

DRAWN BY RLL

TW _____

JOB ORDER#: 1

SCALE _____

COM _____

TRO _____

TEL _____

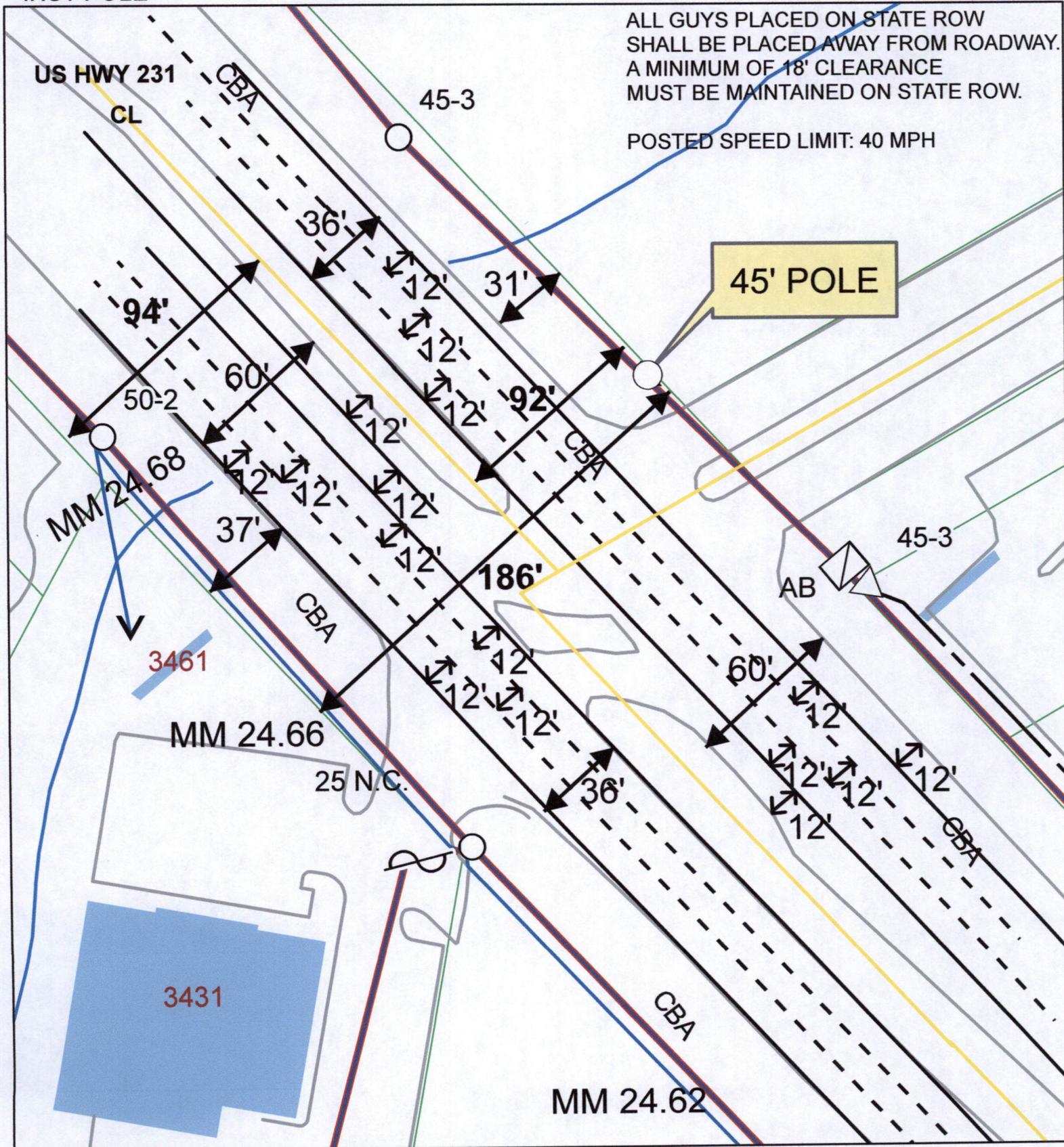
MAP No. 4-D04



3436 MONTGOMERY HWY
INST POLE

ALL GUYS PLACED ON STATE ROW
SHALL BE PLACED AWAY FROM ROADWAY.
A MINIMUM OF 18' CLEARANCE
MUST BE MAINTAINED ON STATE ROW.

POSTED SPEED LIMIT: 40 MPH



Resolution No. _____ Entering into an agreement with Alabama Department of Transportation 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 _____

Mayor

ATTEST:

City Clerk

Associate Commissioner-District 1

Associate Commissioner-District 2

Associate Commissioner-District 3

Associate Commissioner-District 4

Associate Commissioner-District 5

Associate Commissioner-District 6

RESOLUTION NO. _____

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

Section 1. That, upon recommendation of the Dothan Utilities Director, Billy R. Mayes, the City of Dothan, Alabama, enters into a permit agreement with the Alabama Department of Transportation for permission to perform necessary maintenance to its utility lines along AL/US Route No. 52, beginning at Milepost No. 65.20 and ending at Milepost No. 68.00, which said agreement follows:

**ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT TO TRIM TREES AND UNDERBRUSH
BY UTILITIES ON RIGHT OF WAY**

County Houston Permit Number _____
Milepost 65.2 - 68 Route Number U.S. 52
Bonding Agency Travelers Casualty and Surety Bond Number 106018742

THIS AGREEMENT is entered into this the 14th day of January, 2016, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as the ALDOT and Dothan Utilities, hereinafter referred to as the UTILITY.

WITNESSETH

Whereas, the UTILITY applies for permission to perform necessary maintenance to its utility lines along AL/US Route No. 52, beginning at Milepost No. 65.2 and ending at Milepost No. 68. This maintenance may consist of performing minor trimming to trees of less than 4" caliper, underbrush, and shrubs and herbicide applications for cut stump treatments along ALDOT ROW. All cut stump treatments shall be done at the time of tree trimming. All herbicide application shall be in accordance with the current edition of Chapter IV: ALDOT Herbicide Treatment Recommendations. Now, therefore, in order to preserve the right-of-way in an appropriate functional condition it is agreed between the parties hereto as follows:

1. A copy of the Agreement and the plans will be kept at the site of work at all times by the UTILITY. CLP (initials)
2. ALDOT does not grant the UTILITY any right, title, or claim to any highway right-of-way. CLP (initials)
3. The UTILITY will not store cuttings, material, excess dirt, or equipment on the right-of-way and in event of multi-lane highways, in the median strips. The pavement will be kept free by the UTILITY from mud and from excavation waste from trucks or other equipment. On completion of the work, all excess material will be removed from the right-of-way by the UTILITY. CLP (initials)
4. The UTILITY shall notify the District Manager at least forty-eight (48) hours prior to any trimming or cutting beginning. No vegetation shall be trimmed or cut that is in place as a result of a Federal Aid landscape project. CLP (initials)

5. The UTILITY shall notify the District Manager at least forty-eight (48) hours after trimming or cutting is completed so that an inspection of the site may be performed. All cut vegetation shall be removed from the highway right-of-way by the UTILITY at no cost to ALDOT.

CW (initials)

6. The trimming or cutting shall not adversely affect the aesthetics of the right-of-way. Any clean-up necessary for the cutting of vegetation not approved by ALDOT will be at the UTILITY's expense. Any damage to the ALDOT right-of-way incurred during the execution of this permit will be repaired immediately and at the UTILITY's expense.

CW (initials)

7. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part hereof by reference.

CW (initials)

8. The UTILITY will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

The UTILITY will provide proof of applicable permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. The UTILITY must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOI is not required, Applicant must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

CW (initials)

9. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the UTILITY to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

CW (initials)

10. Underground Damage Prevention Legislation, Alabama Act 94-487, is hereby made a part hereof by reference. The UTILITY will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work shall begin until a copy of such ticket is obtained and the UTILITY shall keep a copy of such ticket at the site of work.

CW (initials)

11. The UTILITY will provide all necessary and adequate safety precautions such as signs, flags, lights, barricades, and flagmen in accordance with the national Manual on Uniform Traffic Control Devices, of record in ALDOT.

CW (initials)

12. This permit is valid for the contract period which is defined as follows: All proposed work as described and submitted in the permit documents must be completed within 90 days from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work.

CW (initials)

13. The UTILITY will perform or cause to be performed the work applied for in this permit contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to ALDOT. Should the UTILITY not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the UTILITY and the UTILITY agrees to pay ALDOT all such costs as a result.

CW (initials)

14. Once work is begun, the UTILITY shall pursue the work continuously and diligently until completion. Should the UTILITY feel that the work cannot be completed in a 90 day period, they shall submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved. W (initials)

15. The UTILITY will file with ALDOT an acceptable certified check or bond in the penal amount of \$ 75,000 (Bond Number: 106018742) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 12. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the UTILITY; otherwise, the proceeds from the check, or any amount received by ALDOT as a result of the bond, will be applied to complete and fulfill the permit contract terms. W (initials)

16. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the UTILITY is not an agent of the State, its officers, employees, agents or assigns. The UTILITY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

If the UTILITY is an incorporated municipality or gas district then:
Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the UTILITY shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the UTILITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the UTILITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the UTILITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the UTILITY, its agents, servants, representatives or employees, or anyone for whose acts the UTILITY may be liable.

If the UTILITY is county government then:
The UTILITY shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the UTILITY shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the UTILITY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the UTILITY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the UTILITY, its agents, servants, representatives, employees or assigns.

_____ If the UTILITY is a state governmental agency or institution then:

The UTILITY shall be responsible for damage to life and property due to activities of the UTILITY of employees of UTILITY in connection with the work or services under this Agreement. The UTILITY agrees that its contractors, subcontractors, agents, servants, vendors or employees of UTILITY shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The UTILITY is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The UTILITY maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the UTILITY. The UTILITY has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The UTILITY agrees the ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the UTILITY, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The UTILITY shall require, its contractors and its subcontractors, agents, servants or vendors, as a term or its contract with the UTILITY, to include the ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the UTILITY a copy of the insurance policy declaration sheet confirming the addition of the ALDOT thereto.

_____ If the UTILITY is not a county, incorporated municipality, or state governmental agency or institution then:

The UTILITY will protect, defend, indemnify and hold harmless the State of Alabama, ALDOT, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the UTILITY's failure to comply with all applicable laws or regulations.

17. This agreement when executed will not be valid or binding until the UTILITY has complied with all existing ordinances, laws, and zoning boards that have jurisdiction in the county, city, or municipality in which the facilities are located. CW (initials)

18. The attached map/drawing are incorporated herein and deemed a part of the Permit identified as Attached Exhibit A. The identifiable/highlighted lines on Exhibit A are to be used as a guide that is deemed as the area of work. CW (initials)

19. Failure to comply with each and every stipulation in this permit shall be grounds to deny future consideration to this UTILITY. CW (initials)

20. This permit applies only to work performed on State highways. Any proposed trimming on Interstate routes must be submitted on a MB-05, Grading and Landscaping Permit. _____ (initials)

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the 14th day of January, 2016.

City of Dothan
Name of Utility

WITNESS:

Signature and Title of Utility Representative

P.O. Box 2128 Dothan, Alabama 36302
Mailing Address of Utility (Line 1)

Mailing Address of Utility (Line 2)

334-615-3111
Telephone Number of Utility

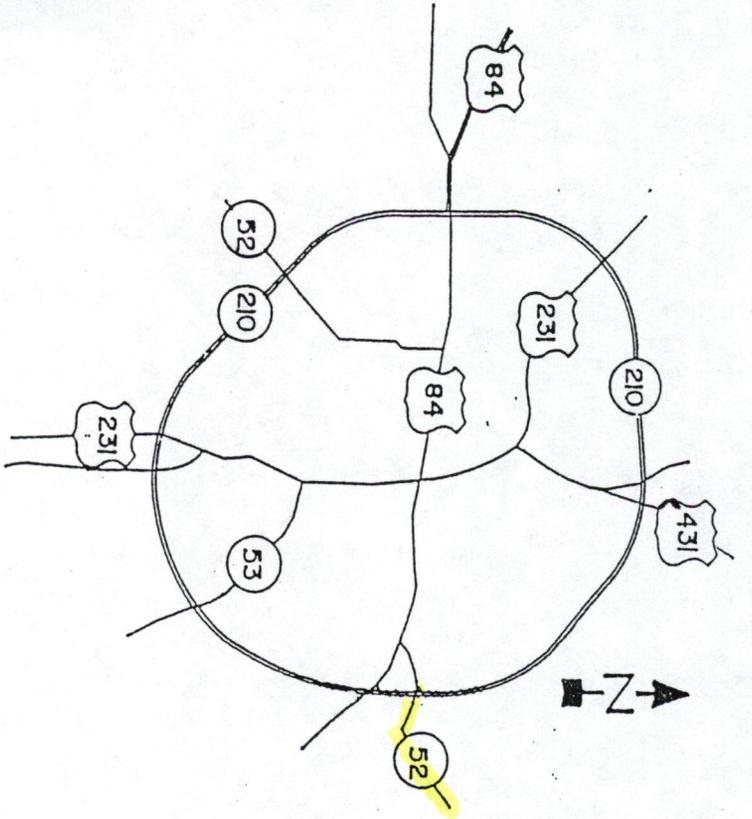
**APPROVED:
ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS
TRANSPORTATION DIRECTOR**

District Manager

Approval Date

This permit shall expire on: _____

Exhibit A



ELECTRICAL DEPARTMENT
 CITY OF DOTHAN, ALABAMA
ELECTRICAL LAYOUT

REVISIONS

ENGINEER	DRAWN BY	DATE

W.O. #	ENGINEER	GTE	POST PR
L & W No.	DRAWN BY		ROST SEC
DATE	SCALE		MAP #
			FILE #

Resolution No. _____ Entering into an agreement with Alabama Department of Transportation 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 _____

Mayor

ATTEST:

City Clerk

Associate Commissioner-District 1

Associate Commissioner-District 2

Associate Commissioner-District 3

Associate Commissioner-District 4

Associate Commissioner-District 5

Associate Commissioner-District 6

RESOLUTION NO. _____

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

Section 1. That, upon recommendation of the Dothan Utilities Director, Billy R. Mayes, the City of Dothan, Alabama, enters into a permit agreement with the Alabama Department of Transportation for permission to perform necessary maintenance to its utility lines along AL/US Route No. 210, beginning at Milepost No. 9.00 and ending at Milepost No. 10.48, which said agreement follows:

**ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT TO TRIM TREES AND UNDERBRUSH
BY UTILITIES ON RIGHT OF WAY**

County Houston Permit Number _____
Milepost 9 - 10.48 Route Number Al 210 (Ross Clark Circle)
Bonding Agency Travelers Casualty and Surety Bond Number 106018742

THIS AGREEMENT is entered into this the 14th day of January, 2016, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as the ALDOT and Dothan Utilities, hereinafter referred to as the UTILITY.

WITNESSETH

Whereas, the UTILITY applies for permission to perform necessary maintenance to its utility lines along AL/US Route No. 210, beginning at Milepost No. 9 and ending at Milepost No. 10.48. This maintenance may consist of performing minor trimming to trees of less than 4" caliper, underbrush, and shrubs and herbicide applications for cut stump treatments along ALDOT ROW. All cut stump treatments shall be done at the time of tree trimming. All herbicide application shall be in accordance with the current edition of Chapter IV: ALDOT Herbicide Treatment Recommendations. Now, therefore, in order to preserve the right-of-way in an appropriate functional condition it is agreed between the parties hereto as follows:

1. A copy of the Agreement and the plans will be kept at the site of work at all times by the UTILITY. CWP (initials)

CWP 2. ALDOT does not grant the UTILITY any right, title, or claim to any highway right-of-way. (initials)

3. The UTILITY will not store cuttings, material, excess dirt, or equipment on the right-of-way and in event of multi-lane highways, in the median strips. The pavement will be kept free by the UTILITY from mud and from excavation waste from trucks or other equipment. On completion of the work, all excess material will be removed from the right-of-way by the UTILITY. CWP (initials)

4. The UTILITY shall notify the District Manager at least forty-eight (48) hours prior to any trimming or cutting beginning. No vegetation shall be trimmed or cut that is in place as a result of a Federal Aid landscape project. CWP (initials)

5. The UTILITY shall notify the District Manager at least forty-eight (48) hours after trimming or cutting is completed so that an inspection of the site may be performed. All cut vegetation shall be removed from the highway right-of-way by the UTILITY at no cost to ALDOT.

CW (initials)

6. The trimming or cutting shall not adversely affect the aesthetics of the right-of-way. Any clean-up necessary for the cutting of vegetation not approved by ALDOT will be at the UTILITY's expense. Any damage to the ALDOT right-of-way incurred during the execution of this permit will be repaired immediately and at the UTILITY's expense.

CW (initials)

7. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part hereof by reference.

CW (initials)

8. The UTILITY will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

The UTILITY will provide proof of applicable permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. The UTILITY must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOI is not required, Applicant must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

CW (initials)

9. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the UTILITY to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

CW (initials)

10. Underground Damage Prevention Legislation, Alabama Act 94-487, is hereby made a part hereof by reference. The UTILITY will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work shall begin until a copy of such ticket is obtained and the UTILITY shall keep a copy of such ticket at the site of work.

CW (initials)

11. The UTILITY will provide all necessary and adequate safety precautions such as signs, flags, lights, barricades, and flagmen in accordance with the national Manual on Uniform Traffic Control Devices, of record in ALDOT.

CW (initials)

12. This permit is valid for the contract period which is defined as follows: All proposed work as described and submitted in the permit documents must be completed within 90 days from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work.

CW (initials)

13. The UTILITY will perform or cause to be performed the work applied for in this permit contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to ALDOT. Should the UTILITY not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the UTILITY and the UTILITY agrees to pay ALDOT all such costs as a result.

CW (initials)

14. Once work is begun, the UTILITY shall pursue the work continuously and diligently until completion. Should the UTILITY feel that the work cannot be completed in a 90 day period, they shall submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved. CW (initials)

15. The UTILITY will file with ALDOT an acceptable certified check or bond in the penal amount of \$ 75,000 (Bond Number: 106018742) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 12. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the UTILITY; otherwise, the proceeds from the check, or any amount received by ALDOT as a result of the bond, will be applied to complete and fulfill the permit contract terms. CW (initials)

16. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the UTILITY is not an agent of the State, its officers, employees, agents or assigns. The UTILITY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

If the UTILITY is an incorporated municipality or gas district then:
Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the UTILITY shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the UTILITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the UTILITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the UTILITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the UTILITY, its agents, servants, representatives or employees, or anyone for whose acts the UTILITY may be liable.

If the UTILITY is county government then:
The UTILITY shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the UTILITY shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the UTILITY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the UTILITY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the UTILITY, its agents, servants, representatives, employees or assigns.

_____ If the UTILITY is a state governmental agency or institution then:

The UTILITY shall be responsible for damage to life and property due to activities of the UTILITY of employees of UTILITY in connection with the work or services under this Agreement. The UTILITY agrees that its contractors, subcontractors, agents, servants, vendors or employees of UTILITY shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The UTILITY is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The UTILITY maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the UTILITY. The UTILITY has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The UTILITY agrees the ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the UTILITY, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The UTILITY shall require, its contractors and its subcontractors, agents, servants or vendors, as a term of its contract with the UTILITY, to include the ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the UTILITY a copy of the insurance policy declaration sheet confirming the addition of the ALDOT thereto.

_____ If the UTILITY is not a county, incorporated municipality, or state governmental agency or institution then:

The UTILITY will protect, defend, indemnify and hold harmless the State of Alabama, ALDOT, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the UTILITY's failure to comply with all applicable laws or regulations.

17. This agreement when executed will not be valid or binding until the UTILITY has complied with all existing ordinances, laws, and zoning boards that have jurisdiction in the county, city, or municipality in which the facilities are located. CW (initials)

18. The attached map/drawing are incorporated herein and deemed a part of the Permit identified as Attached Exhibit A. The identifiable/highlighted lines on Exhibit A are to be used as a guide that is deemed as the area of work. N/A (initials)

19. Failure to comply with each and every stipulation in this permit shall be grounds to deny future consideration to this UTILITY. CW (initials)

20. This permit applies only to work performed on State highways. Any proposed trimming on Interstate routes must be submitted on a MB-05, Grading and Landscaping Permit. CW (initials)

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the 14th day of January, 2016.

City of Dothan
Name of Utility

WITNESS:

Signature and Title of Utility Representative

P.O. Box 2128 Dothan, Alabama 36302
Mailing Address of Utility (Line 1)

Mailing Address of Utility (Line 2)

334-615-3111
Telephone Number of Utility

**APPROVED:
ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS
TRANSPORTATION DIRECTOR**

District Manager

Approval Date

This permit shall expire on: _____

Resolution No. _____ Entering into an agreement with Alabama Department of Transportation 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 _____

Mayor

ATTEST:

City Clerk

Associate Commissioner-District 1

Associate Commissioner-District 2

Associate Commissioner-District 3

Associate Commissioner-District 4

Associate Commissioner-District 5

Associate Commissioner-District 6

RESOLUTION NO. _____

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

Section 1. That, upon recommendation of the Dothan Utilities Director, Billy R. Mayes, the City of Dothan, Alabama, enters into a permit agreement with the Alabama Department of Transportation for permission to perform necessary maintenance to its utility lines along AL/US Route No. 84 (AL 12), beginning at Milepost No. 212.00 and ending at Milepost No. 213.45, which said agreement follows:

**ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT TO TRIM TREES AND UNDERBRUSH
BY UTILITIES ON RIGHT OF WAY**

County Houston Permit Number _____
Milepost 212 - 213.45 Route Number U.S. 84 Al. 12
Bonding Agency Travelers Casualty and Surety Bond Number 106018742

THIS AGREEMENT is entered into this the 14th day of January, 2016, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as the ALDOT and Dothan Utilities, hereinafter referred to as the UTILITY.

WITNESSETH

Whereas, the UTILITY applies for permission to perform necessary maintenance to its utility lines along AL/US Route No. 84 Al. 12, beginning at Milepost No. 212 and ending at Milepost No. 213.45. This maintenance may consist of performing minor trimming to trees of less than 4" caliper, underbrush, and shrubs and herbicide applications for cut stump treatments along ALDOT ROW. All cut stump treatments shall be done at the time of tree trimming. All herbicide application shall be in accordance with the current edition of Chapter IV: ALDOT Herbicide Treatment Recommendations. Now, therefore, in order to preserve the right-of-way in an appropriate functional condition it is agreed between the parties hereto as follows:

1. A copy of the Agreement and the plans will be kept at the site of work at all times by the UTILITY. CW (initials)
2. ALDOT does not grant the UTILITY any right, title, or claim to any highway right-of-way. CW (initials)
3. The UTILITY will not store cuttings, material, excess dirt, or equipment on the right-of-way and in event of multi-lane highways, in the median strips. The pavement will be kept free by the UTILITY from mud and from excavation waste from trucks or other equipment. On completion of the work, all excess material will be removed from the right-of-way by the UTILITY. CW (initials)
4. The UTILITY shall notify the District Manager at least forty-eight (48) hours prior to any trimming or cutting beginning. No vegetation shall be trimmed or cut that is in place as a result of a Federal Aid landscape project. CW (initials)

5. The UTILITY shall notify the District Manager at least forty-eight (48) hours after trimming or cutting is completed so that an inspection of the site may be performed. All cut vegetation shall be removed from the highway right-of-way by the UTILITY at no cost to ALDOT.

CW (initials)

6. The trimming or cutting shall not adversely affect the aesthetics of the right-of-way. Any clean-up necessary for the cutting of vegetation not approved by ALDOT will be at the UTILITY's expense. Any damage to the ALDOT right-of-way incurred during the execution of this permit will be repaired immediately and at the UTILITY's expense.

CW (initials)

7. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part hereof by reference.

CW (initials)

8. The UTILITY will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

The UTILITY will provide proof of applicable permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. The UTILITY must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOI is not required, Applicant must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

CW (initials)

9. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the UTILITY to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

CW (initials)

10. Underground Damage Prevention Legislation, Alabama Act 94-487, is hereby made a part hereof by reference. The UTILITY will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work shall begin until a copy of such ticket is obtained and the UTILITY shall keep a copy of such ticket at the site of work.

CW (initials)

11. The UTILITY will provide all necessary and adequate safety precautions such as signs, flags, lights, barricades, and flagmen in accordance with the national Manual on Uniform Traffic Control Devices, of record in ALDOT.

CW (initials)

12. This permit is valid for the contract period which is defined as follows: All proposed work as described and submitted in the permit documents must be completed within 90 days from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work.

CW (initials)

13. The UTILITY will perform or cause to be performed the work applied for in this permit contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to ALDOT. Should the UTILITY not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the UTILITY and the UTILITY agrees to pay ALDOT all such costs as a result.

CW (initials)

14. Once work is begun, the UTILITY shall pursue the work continuously and diligently until completion. Should the UTILITY feel that the work cannot be completed in a 90 day period, they shall submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved. WR (initials)

15. The UTILITY will file with ALDOT an acceptable certified check or bond in the penal amount of \$ 75,000 (Bond Number: 106018742) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 12. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the UTILITY; otherwise, the proceeds from the check, or any amount received by ALDOT as a result of the bond, will be applied to complete and fulfill the permit contract terms. WR (initials)

16. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the UTILITY is not an agent of the State, its officers, employees, agents or assigns. The UTILITY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

If the UTILITY is an incorporated municipality or gas district then:
Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the UTILITY shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the UTILITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the UTILITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the UTILITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the UTILITY, its agents, servants, representatives or employees, or anyone for whose acts the UTILITY may be liable.

If the UTILITY is county government then:
The UTILITY shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the UTILITY shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the UTILITY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the UTILITY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the UTILITY, its agents, servants, representatives, employees or assigns.

_____ If the UTILITY is a state governmental agency or institution then:

The UTILITY shall be responsible for damage to life and property due to activities of the UTILITY of employees of UTILITY in connection with the work or services under this Agreement. The UTILITY agrees that its contractors, subcontractors, agents, servants, vendors or employees of UTILITY shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The UTILITY is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The UTILITY maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the UTILITY. The UTILITY has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The UTILITY agrees the ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the UTILITY, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The UTILITY shall require, its contractors and its subcontractors, agents, servants or vendors, as a term of its contract with the UTILITY, to include the ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the UTILITY a copy of the insurance policy declaration sheet confirming the addition of the ALDOT thereto.

_____ If the UTILITY is not a county, incorporated municipality, or state governmental agency or institution then:

The UTILITY will protect, defend, indemnify and hold harmless the State of Alabama, ALDOT, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the UTILITY's failure to comply with all applicable laws or regulations.

17. This agreement when executed will not be valid or binding until the UTILITY has complied with all existing ordinances, laws, and zoning boards that have jurisdiction in the county, city, or municipality in which the facilities are located. CV (initials)

18. The attached map/drawing are incorporated herein and deemed a part of the Permit identified as Attached Exhibit A. The identifiable/highlighted lines on Exhibit A are to be used as a guide that is deemed as the area of work. CV (initials)

19. Failure to comply with each and every stipulation in this permit shall be grounds to deny future consideration to this UTILITY. CV (initials)

20. This permit applies only to work performed on State highways. Any proposed trimming on Interstate routes must be submitted on a MB-05, Grading and Landscaping Permit. CV (initials)

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the 14th day of January, 2016.

City of Dothan
Name of Utility

WITNESS:

Signature and Title of Utility Representative

P.O. Box 2128 Dothan, Alabama 36302
Mailing Address of Utility (Line 1)

Mailing Address of Utility (Line 2)

334-615-3111
Telephone Number of Utility

**APPROVED:
ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS
TRANSPORTATION DIRECTOR**

District Manager

Approval Date

This permit shall expire on: _____

Resolution No. _____ Entering into an agreement with Alabama Department of Transportation 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 _____

Mayor

ATTEST:

City Clerk

Associate Commissioner-District 1

Associate Commissioner-District 2

Associate Commissioner-District 3

Associate Commissioner-District 4

Associate Commissioner-District 5

Associate Commissioner-District 6

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 a contract with the Southeast Basketball Officials Association to provide a clockkeeper and bookkeeper to officiate during the 2016 South Regional Tournament at a cost of \$45.00 per game, which said agreement follows:

Contract for Basketball Officials

January 18, 2016

CITY OF DOTHAN and the Southeast Basketball officials Association (SEBOA) of Dothan, Alabama, an officials association duly sanctioned by the Alabama High School Athletic Association (AHSAA), hereby enter into the following agreement.

SEBOA agrees to supply A BOOKKEEPER AND CLOCKKEEPER for every game to be played during the 2016 AHSAA South Regional Basketball Tournament. Mr. Shane Clayton, Booking Agent for SEBOA, or a designated alternate contact must receive changes to this schedule no later than 24 hours prior to the announced start of the game. Information on how to contact Mr. Clayton appears at the bottom of this contract. Alternate contact information is also provided.

The officials' fees for the clock keeper shall be \$25.00 per game. Fees for the bookkeeper shall be \$20.00 per game

It is agreed that if either party hereto fails to fulfill the obligation of any part of this contract, that party shall pay to the other party the sum of \$120 as damages for violation of the contract, the remainder of the contract shall not be binding on the offended party, and the breach of contract shall be reported to the AHSAA.

Signed in duplicate on this _____ day of _____, 2016

Official Representative of School and title

Contact:

Shane Clayton
1601 Dakota Street
Dothan, Alabama 36303

334-405-2487

Russell Gordon

334-714-6557

Res. No. _____ entering into a contract with the Southeast Basketball Officials Association 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 agreements, 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. _____

WHEREAS, the term of Andy Gosselin as Landmark Park's representative on the Historic Preservation Commission expired on October 6, 2015.

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

Section 1. That Andy Gosselin is hereby re-appointed as Landmark Park's representative on the Historic Preservation Commission for a four-year term beginning on October 7, 2015 and expiring on October 6, 2019.

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

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. _____

WHEREAS, the term of Susan Morrison as a member of the Board of Zoning Adjustment expired November 18, 2015.

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

Section 1. That Wallace T. Black is hereby appointed as a member of the Board of Zoning Adjustment to serve a three year term beginning February 3, 2016 and expiring February 2, 2019.

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

PASSED, ADOPTED AND APPROVED on _____.

Mayor

ATTEST:

Associate Commissioner

City Clerk

Associate Commissioner

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 and approve other purchases over \$15,000.00 by the City, which are attached to and made a part of this Resolution.

Section 2. That the sum of \$260,117.00 be appropriated in FY 2016 to the UtilityFund/DothanUtilities/WastewaterCollection/CapitalOutlay/Transportation Vehicles & Equipment, Account no. 401-8460-584.60-66 for the purpose of purchasing a Cues sewer television inspection truck for inspecting the sanitary sewage system. This appropriation is to be funded by increasing the Utility Fund/Non-Revenue Resources/Utilization of Fund Balance, Account Number 401-0000-391.01-00 by the sum of \$260,117.00 in Fiscal Year 2016.

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



CITY OF DOTHAN, ALABAMA
February 2, 2016
EXHIBIT "A"
BIDS TO BE AWARDED

DEPARTMENT	BID#	#ITB ¹	ITEM	VENDOR	AMOUNT
Dothan Utilities Electric	16-007	32	#6 THHN/THWN-2 Copper Conductor , per City of Dothan Bid Specifications: Quantity to Bid 100,000 Feet (more or less) on a Maximum #6 Coil: Unit Price: <u>.268 Per Foot</u> Total Price: \$26,800.00 Brand Name: Alan Wire	Gresco Capstone Utility Supply Dothan, AL.	See Price In Description

OTHER PURCHASES over \$15,000

DEPARTMENT	ITEM	VENDOR	AMOUNT
Dothan Utilities Maintenance Sewer Pumping Stations	CUES Sewer Television Inspection Truck with all Equipment , per City of Dothan specifications ² Purchase Using National Joint Powers Alliance (NJPA) Contract No. 022014-AMI	Atlantic Machinery Inc. Silver Spring, MD.	\$260,117.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
Personnel For Police	Development and Administration of Police Corporal, Police Sergeant and Police Lieutenant Assessment Centers. Professional Services	CPS Human Resources Services Atlanta, GA.	\$ 29,000.00

Notes:

¹ITB-Invitations to Bid

²Sewer television inspection trucks are a valuable tool for the early detection of debris accumulation, inflow and infiltration, and structural defects. Because this type of inspection does not require confined space entry and provides a permanent record of the condition of the pipe, it is the preferred method of inspection. These inspections are a vital and integral part of the City's Continuing Sanitary Sewer Assessment Program, as required in the EPA Administrative Order

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 _____.

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

EXHIBIT "A"

<u>NAME</u>	<u>CONFERENCE</u>	<u>AMOUNT</u>
Scott Heath Brian Smith Joseph Evans	Alabama Bomb Technician Symposium Montgomery, AL	\$ 150.00
Craig Smith	Light Brigade-Fiber Optic Hands-On Training Class Atlanta, Ga	\$ 3,068.80
Tony Thorne	District Basketball Tournament Ozark, AL	\$ 1,750.00
Katrina Lewis	Advance Law Enforcement Readiness Training-Court Security Stapleton, AL	\$ 945.00
Chad Daniels	District Basketball Tournament Daleville, AL	\$ 900.00
Tony Black	District Basketball Tournament Eufaula, AL	\$ 900.00
Corey Baldwin Jeffrey Johnson	Alabama Criminal Justice Training Center Selma, AL	\$ 3,100.00
Cade Wells Clifton Overstreet Peter Markow	Drug Recognition Expert School Selma, AL	\$ 40.00

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, Tatom Properties, L.L.C. 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 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 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 tree trimming easement on the trees in and along the following stated easement, with trimming limited to protruding limbs, nearby dead, leaning or storm damaged trees which have the potential to fall upon or damage electrical and communication lines constructed on or adjacent to the south right-of-way of West Carroll Street is hereby granted; said Easement being more particularly described as follows: Beginning at an existing iron pin marking the Northeast corner of Grantor's property as recorded in Deed Book 720 at Page 422 in the Office of the Judge of Probate, Houston County, Alabama, said point also being the intersection of the Southwest Right of Way (ROW) of Ross Clark Circle (250'ROW) and the South ROW of West Carroll Street (60'ROW); thence South 43°01'12" East along the Southwest ROW of Ross Clark Circle a distance of 27.91 feet; thence departing said ROW North 88°47'44" West a distance of 817.66 feet to the Grantor's west property line; thence along the west property line North 00°29'35" West a distance of 20.00 feet to a point on the South ROW of West Carroll Street; thence along the South ROW South 88°47'44" East a distance of 798.79 feet to the Point of Beginning.

Said easement is located in Section 35, Township 3 North, Range 26 East in Dothan, Houston County, Alabama, and containing 0.37 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 afore granted easement for the purpose set out above.

IN WITNESS WHEREOF, We, Tatom Properties, L.L.C., hereunto set our hands and

seal this 19th Day of January, 2016.

Ada Charlotte Gormley (L. S.)

(L. S.)
Official Title

THE STATE OF ALABAMA, HOUSTON COUNTY ACKNOWLEDGEMENT FOR CORPORATION

I, Cornie Laine Duncollins, a Notary Public in and for said County in said State hereby certify that Ada Charlotte Gormley, whose name as partner of Tatom Properties, L.L.C. a corporation, 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 19th day of January, 2016.

My Commission Expires
August 18, 2018

Cornie Laine Duncollins
Notary Public



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

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

MEMORANDUM

TO: Tammy Danner, City Clerk
FROM: Jerry W. Corbin, P.E., Public Works Director
DATE: January 26, 2016
SUBJECT: Document for Commission Agenda – an electrical utility easement at Lot 6 & 7, Block A, The Way Subdivision to maintain existing electrical utilities.

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

Easement

M4 Development, LLC
LNK Properties, LLC

Account No. 001-2325-523.30-42

JWC/LBB/amd
Attachments

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

ELECTRICAL EASEMENT

THE STATE OF ALABAMA, HOUSTON COUNTY

KNOW ALL MEN BY THESE PRESENTS, that We, M4 DEVELOPMENT, 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:

M4 DEVELOPMENT, LLC PARCEL - LOT 6, Block "A", The Way Subdivision

The North 7.5 FT of Lot #6, Block 'A' of The Way Subdivision as found recorded in the Office of the Judge of Probate of Houston County, Alabama, in Plat Book 7, Page 52 and being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 6, Block 'A' as marked by an existing iron pin (EIP) (1/2" PIPE) and being on the West right of way (R/W) of Woodburn Drive (60' R/W); thence along said West R/W bearing S 00°13'06" W a distance of 7.50 FT to a point; thence depart said West R/W bearing N 89°43'59" W a distance of 175.02 FT to a point on the West line of said Lot 6; thence along the said West line bearing N 00°21'16" E a distance of 7.50 FT to an EIP (1/2" PIPE) marking the Northwest corner of said Lot 6; thence along the North line of said Lot 6 bearing S 89°43'59" E a distance of 175.00 FT to the POINT OF BEGINNING. Said 7.50 FT Electrical Easement being located in the Northwest 1/4 of the Northeast 1/4 of Section 20, Township 3 North, Range 26 East in the City of Dothan, Houston County, Alabama, and containing 1312.56 SQ FT, more or less.

SAID EASEMENT WILL BE USED TO REPLACE AND VACATE AN EXISTING 15 FT ELECTRICAL UTILITY EASEMENT RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE OF HOUSTON COUNTY, ALABAMA, IN DEED BOOK 296, PAGE 11. SAID EASEMENT WAS CONTIGUOUS TO THE SOUTH PROPERTY LINE OF LOT 6, BLOCK 'A' OF THE WAY SUBDIVISION AS FOUND RECORDED IN SAID OFFICE IN PLAT BOOK 7, PAGE 52.

Said easement is located in Section 20, T3N, R26E in Dothan, Houston County, Alabama containing 0.03 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, M4 DEVELOPMENT, LLC, hereunto set our hands and seal this 19th day of January 2016.

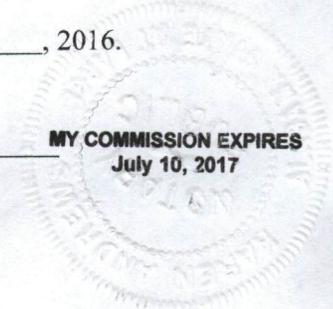
(L. S.)
M4 Development, LLC
Jonathan Meyers or Joseph Meyers, as Managing Member

THE STATE OF ALABAMA, HOUSTON COUNTY

ACKNOWLEDGMENT FOR CORPORATION

I, Karen Andrews, a Notary public in and for said County in said State hereby certify that Jonathan Meyers, whose name as Managing Member of M4 Development, LLC, a corporation, 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, he 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 19th day of January, 2016.



Prepared by: M4 Development, LLC, 1501 Honeysuckle Road, Suite 2, Dothan, AL 36305

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

ELECTRICAL EASEMENT
THE STATE OF ALABAMA, HOUSTON COUNTY

KNOW ALL MEN BY THESE PRESENTS, that We, L-N-K 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:

L-N-K PROPERTIES, LLC PARCEL

The South 7.5 FT of Lot #7, Block 'A' of The Way Subdivision as found recorded in the Office of the Judge of Probate of Houston County, Alabama, in Plat Book 7, Page 52 and being more particularly described as follows:

BEGINNING at the Southeast corner of Lot 7, Block 'A' as marked by an existing iron pin (EIP) (1/2" PIPE) and being on the West right of way (R/W) of Woodburn Drive (60' R/W); thence along the South line of said Lot 7 bearing N 89°43'59" W a distance of 175.00 FT to an EIP (1/2" PIPE) marking the Southwest corner of said Lot 7; thence along the West line of said Lot 7 bearing N 00°21'16" E a distance of 7.50 FT to a point; thence depart said West line bearing S 89°43'59" E a distance of 174.98 FT to a point on the said West R/W; thence along said West R/W bearing S 00°13'06" W a distance of 7.50 FT to the POINT OF BEGINNING. Said 7.50 FT Electrical Easement being located in the Northwest ¼ of the Northeast ¼ of Section 20, Township 3 North, Range 26 East in the City of Dothan, Houston County, Alabama, and containing 1312.43 SQ FT, 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, L-N-K PROPERTIES, LLC, hereunto set our hands and seal this 15th day of January, 2016.

J. Keith Austin (L. S.) or Lori L. Austin (L. S.)
L-N-K Properties, LLC L-N-K Properties, LLC
J. Keith Austin, as Managing Member Lori L. Austin, as Managing Member

Florida, Bay
THE STATE OF ALABAMA, HOUSTON COUNTY
ACKNOWLEDGMENT FOR CORPORATION

I, Michelle L. Runyon, a notary in and for Bay County in the State of Florida hereby certify that J. Keith Austin or Lori L. Austin, whose name(s) as Managing Member(s) of L-N-K Properties, LLC, a corporation, 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 15th day of January, 2016.

Michelle L. Runyon



Prepared by: LNK Properties, LLC, 704 Missouri Avenue, Lynn Haven, FL 32444