

**AGENDA
CITY COMMISSION MEETING
DOTHAN, ALABAMA
10:00 A.M., FEBRUARY 16, 2016**

1. **Invocation: Pastor Bradley Rushing - Mt. Gilead Baptist Church**

2. **Pledge of Allegiance: Commissioner Kirkland**

3. **Roll Call:**

Schmitz__Dorsey__Newsome__Kirkland__Ferguson__Kenward__McCarroll

4. **Approval of Previous Minutes:**

- Minutes of Meeting of February 2, 2016.

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

- Proclamation – “Arbor Day” – Dan Williams, Horticulturist, City of Dothan.
- Proclamation – “World Spay Day” – Nikki McCord, Executive Director of the Wiregrass Spay/Neuter Alliance.

Documents: [proclamation arbor day.pdf](#), [proclamation world spay day.pdf](#)

6. **Communications from City Manager:**

7. **Communications from City Clerk:**

- Application for a Restaurant Retail Liquor License (on premise) for El Patron Mexican Grill and Cantina, 4636 S. Oates Street, by Jose M. Dominguez.
- Application for a Restaurant Retail Liquor License (on premise) for KBC on Foster, 151 N. Foster Street, by Kelsey Barnard.

Documents: [liquor application kbc on foster.pdf](#), [liquor application el patron mexican grill and cantina.pdf](#)

8. **Ord. No. _____ Rezoning property owned by multiple land owners, located at Lots 6-10, Block B and Lots 1-5, Block C, Sullivan Heights from L-I (Light Industry) District to R-1 (Residential Single-Family, Low Density) District.**

Documents: [rezoning multiple land owners.pdf](#)

9. **Ord. No. _____ Rezoning property owned by Earl F. and Marilyn Enfinger and Billy Max and Peggy Cheshire, located at Lots 1-3 and 9-11, Block B, Chickasaw Heights from A-C (Residential Single-Family, Very Low Density) District to B-2 (Highway Commercial) District.**

Documents: [rezoning earl and marilyn enfinger.pdf](#)

10. **Ord. No. _____ Rezoning property owned by Sam Moore, located at 411 Montana Street from R-4 (Residential, Attached, High Density, 2-7 units) District to B-2 (Highway Commercial) District.**

Documents: [rezoning sam moore.pdf](#)

11. **Ord. No. _____ Authorizing the issuance of the City's General Obligation Warrant in the aggregate principal amount of \$8,560,000 for the refinancing of the 2009 General Obligation Warrant.**

Documents: [general obligation warrant.pdf](#)

12. **Res. No. _____ Canvassing the results of the City of Dothan Special Municipal Election held on February 9, 2016 for Associate Commissioner, District 6.**

Documents: [canvassing election votes.pdf](#)

13. **Res. No. _____ Confirming the cost incurred in notification and abatement of certain properties determined to be in violation of Article III, Chapter 106 of the City of Dothan Code of Ordinance (repeat offenders) and turning the costs over to the County Tax Collector so that the amounts can be added to the next regular bills for taxes levied against the respective lots and parcels of land.**

Documents: [cost assessment repeat offender.pdf](#)

14. **Res. No. _____ Confirming the costs incurred in notification and abatement of certain properties determined to be nuisances by Resolution Number 2016-2 and Resolution Number 2016-15 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 weed abatements.pdf](#)

15. **Res. No. _____ Granting a cash appropriation to the Cultural Arts Center to provide funding for operational expenditures in the amount of \$34,000.00 in Fiscal Year 2016.**

Documents: [appropriation cultural arts center.pdf](#)

16. **Res. No. _____ Entering into a Memorandum of Understanding and a collaborative partnership agreement with Auburn University at Montgomery, Montgomery Police Department, Alabama Law Enforcement Agency, Law Enforcement Command and Staff College to develop a regional learning initiative for law enforcement and further development of the "Community First" initiative at a cost of \$30,000.00, and appropriating funds for said partnership.**

Documents: [mou dothan police department.pdf](#)

17. **Res. No. _____ Entering into an agreement with the Dothan City Board of Education to provide food services for the Summer Food Service Program for Children.**

Documents: [agreement summer food program.pdf](#)

18. **Res. No. _____ Entering into a subrecipient agreement with Human Resource Development Corporation in the amount of \$71,000.00 to provide building repairs at the Facility identified in the Community Development Block Grant Annual Action Plan for Program Year 2015.**

Documents: [agreement human resource development corporation.pdf](#)

19. **Res. No. _____ Entering into a subrecipient agreement with the DuBois Institute for Entrepreneurship in the amount of \$42,500.00 for architectural and construction under the Community Development Block Grant Annual Action Plan for Program Year 2015.**

Documents: [agreement dubois institute.pdf](#)

20. **Res. No. _____ Entering into a Pole Attachment agreement with Wayne Farms, LLC.**

Documents: [pole attachment agreement.pdf](#)

21. **Res. No. _____ Accepting funding from the United States Secret Service (USSS) for participation in the U.S. Secret Service Alabama Electronic Crimes Task Force for reimbursement of overtime expenses not to exceed \$10,000.00 for fiscal year 2016.**
Documents: [ussss reimbursement of overtime.pdf](#)
22. **Res. No. _____ Entering into an agreement with Dick's Sporting Goods for the sponsorship of Leisure Services Youth Baseball/Softball for 2016.**
Documents: [dicks sporting goods.pdf](#)
23. **Res. No. _____ Appointing Donnie Wells as a member of the Board of Zoning Adjustment.**
Documents: [board of zoning adjustment appointment.pdf](#)
24. **Res. No. _____ Approving payment of invoices for the month of January, 2016 in the amount of \$10,597,880.15.**
Documents: [invoices.pdf](#)
25. **Res. No. _____ Awarding bids and approving purchases over \$15,000.00 by the City.**
Documents: [bids and purchases.pdf](#)
26. **Res. No. _____ Approving advance travel requests for City employees.**
Documents: [travel requests.pdf](#)
27. **Acceptance of an ingress/egress easement from Twitchell Technical Products, LLC, to access electrical utilities at 4031 Ross Clark Circle.**
Documents: [easement.pdf](#)
28. **Adjournment.**

PROCLAMATION

WHEREAS, the economic, environmental, and aesthetic welfare of the people of Alabama is largely dependent on the trees and forestlands of the state; and

WHEREAS, trees provide oxygen, help purify the air, play an important role in the water cycle, help neutralize waste water, stabilize the soil, provide jobs, wildlife habitat, and recreational opportunities; and

WHEREAS, trees are an economic asset to the City, attracting tourism, increasing property values and enhancing shopping patterns; and

WHEREAS, the care and management of trees by people, through the planning, planting, maintenance, timely removal and replacement benefits our City and well-maintained city streets benefit present and future generations.

NOW, THEREFORE, I, Mike Schmitz, Mayor of the City of Dothan, and in such capacity, do hereby proclaim February 25, 2016, as

“ARBOR DAY”

in the City of Dothan and encourage each citizen to participate in tree planting activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Dothan to be affixed the 16th day of February, 2016.

SEAL



*Mike Schmitz
Mayor*

Attest:

*Tammy Danner
City Clerk*

PROCLAMATION

WHEREAS, pets provide companionship to 68% of U.S. households; and

WHEREAS, nearly 3 million healthy and adoptable cats and dogs are put down in animal shelters each year due to a lack of critical resources and public awareness; and

WHEREAS, spaying and neutering has been shown to dramatically reduce the number of animals who are euthanized in animal shelters.

NOW, THEREFORE, I, Mike Schmitz, Mayor of the City of Dothan, do hereby proclaim February 23, 2016, as

"WORLD SPAY DAY"

in the City of Dothan and urge all citizens to observe the day by having their own pets spayed or neutered or by sponsoring the spaying or neutering of a pet in need.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Dothan to be affixed the 16th day of February, 2016.

SEAL



Attest:

Tammy Danner
City Clerk

Mike Schmitz
Mayor

January 21, 2016

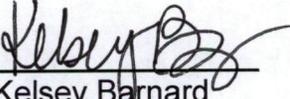
Board of City Commissioners
City of Dothan, Alabama
P.O. Box 2128
Dothan, Alabama 36302

Honorable Mayor and City Commission:

I respectfully submit my request for a Restaurant Retail Liquor License for KBC on Foster located at 151 North Foster Street, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

Sincerely,


Kelsey Barnard

January 8, 2016

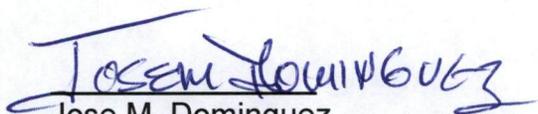
Board of City Commissioners
City of Dothan, Alabama
P.O. Box 2128
Dothan, Alabama 36302

Honorable Mayor and City Commission:

I respectfully submit my request for a Restaurant Retail Liquor License for El Patron Mexican Grill and Cantina located at 4636 South Oates Street, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

Sincerely,


Jose M. Dominguez

NOTICE

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

ORDINANCE NO. 20____ - _____

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

Section 1. Upon the favorable recommendation by an eight to one opposed vote by the Planning Commission of the City of Dothan, Alabama on January 20, 2016, and after public notices and hearing thereon as required by law, Chapter 114 of the Code of Ordinances of the City of Dothan, Alabama, and the Zoning Map of the City of Dothan, Alabama, adopted therein and on file in the offices of the City Clerk and the City Engineer of the City of Dothan, Alabama, are hereby amended as follows:

The following described land, owned by multiple land owners, now zoned L-I District by Chapter 114 of the Code of Ordinances and shown on the Zoning Map of the City of Dothan, Alabama, is hereby rezoned and classified as R-1 District:

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

Lot 6 Block "B" Sullivan Heights 38-09-02-10-4-005-007.000. L-I District to R-1 District.
Wells Fargo Bank

Lot 7 Block "B" Sullivan Heights 38-09-02-10-4-005-006.000. L-I District to R-1 District.
Stephen R Mixson

Lot 8 Block "B" Sullivan Heights 38-09-02-01-4-005-005.000. L-I District to R-1 District.
Linda Faye Taylor

Lot 9 Block "B" Sullivan Heights 38-09-02-01-4-005-004.000. L-I District to R-1 District.
Brent Shirah

Lot 10 Block "B" Sullivan Heights 38-09-02-01-4-005-003.000. L-I District to R-1 District.
Lee Tsang Hsien & Irene Chen

Lot 1 Block "C" Sullivan Heights 38-09-02-10-4-011-017.000. L-I District to R-1 District.
Verlon L Whitehead

Lot 2 Block "C" Sullivan Heights 38-09-02-10-4-011-016.000. L-I District to R-1 District.
Gary Bennett

Lot 3 Block "C" Sullivan Heights 38-09-02-10-4-011-015.000. L-I District to R-1 District.
Johnathon S & Amber E Dunlap

Lot 4 Block "C" Sullivan Heights 38-09-02-10-4-011-014.000. L-I District to R-1 District.
Linda Taylor

Lot 5 Block "C" Sullivan Heights 38-09-02-10-4-011-013.000. L-I District to R-1 District.
Linda Faye Taylor

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

PASSED, ADOPTED, AND APPROVED ON _____, 20__.

ATTEST:

Tammy Danner, 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

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

Tammy Danner, City Clerk

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

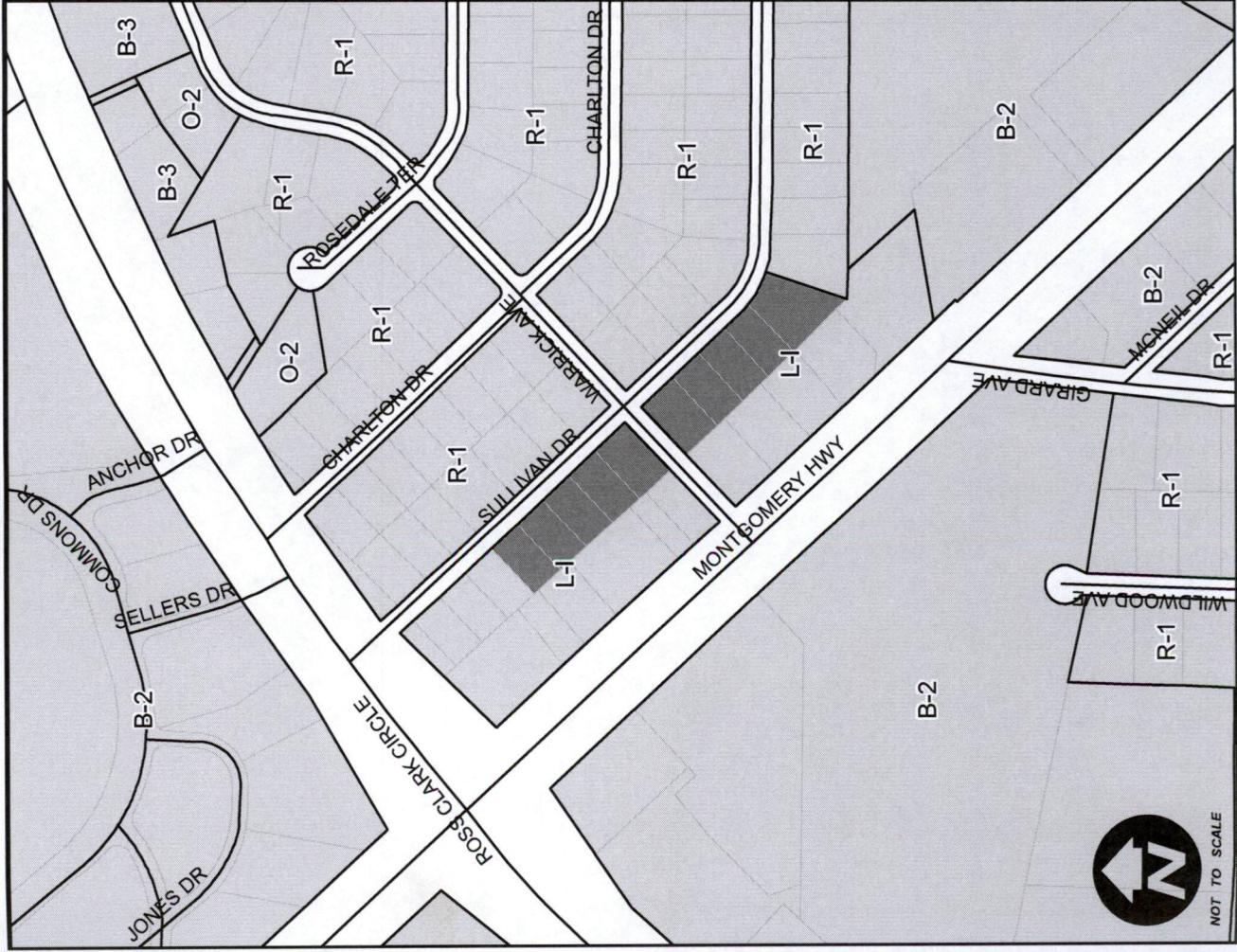
Tammy Danner, City Clerk

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

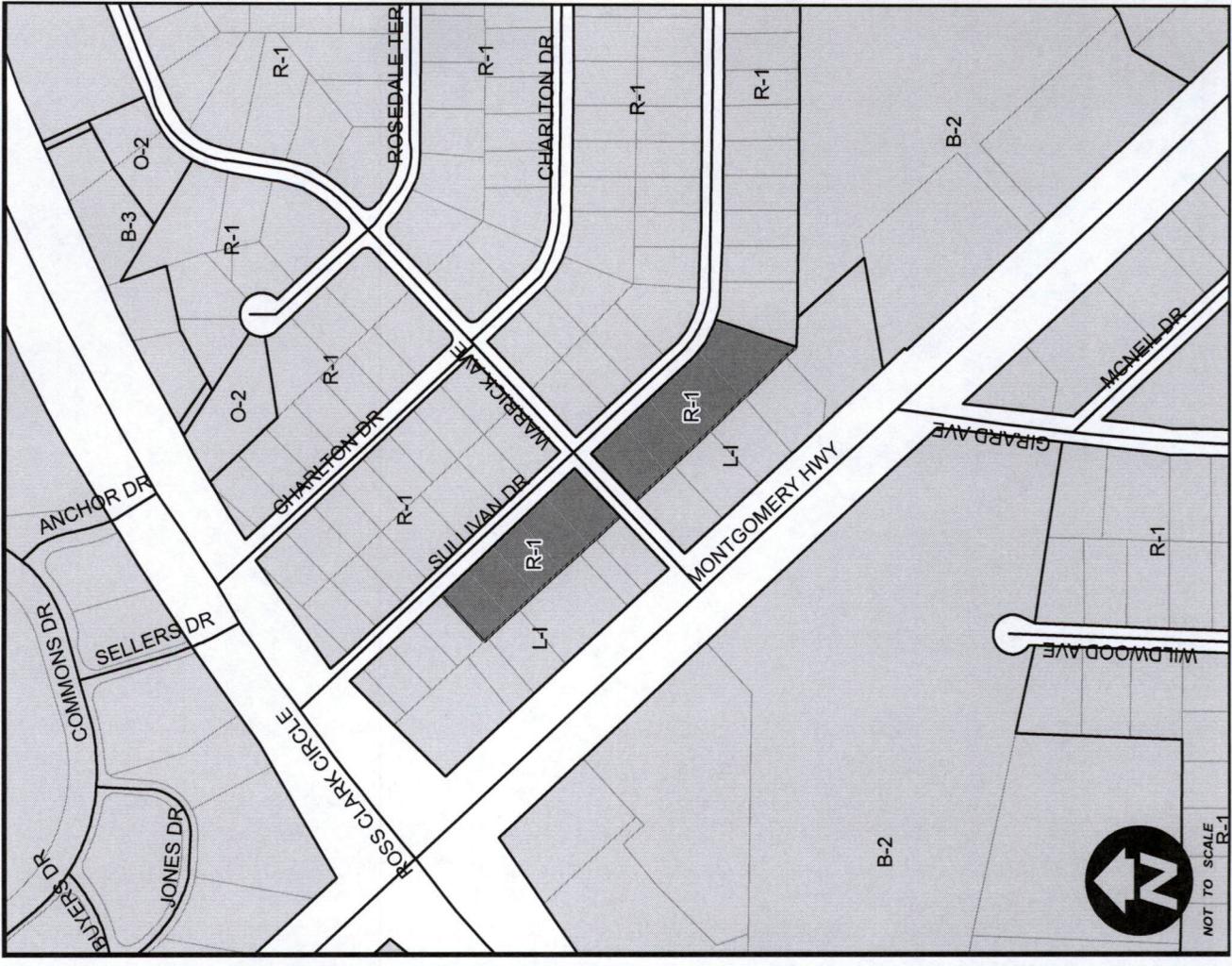
Tammy Danner, City Clerk

City Initiated Rezoning:

Current Zoning
L-I: Light Industry



Proposed Zoning:
B-1: Central Business



NOTICE

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

ORDINANCE NO. 20____ - _____

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

Section 1. Upon the favorable recommendation by a nine to zero vote by the Planning Commission of the City of Dothan, Alabama on January 20, 2016, and after public notices and hearing thereon as required by law, Chapter 114 of the Code of Ordinances of the City of Dothan, Alabama, and the Zoning Map of the City of Dothan, Alabama, adopted therein and on file in the offices of the City Clerk and the City Engineer of the City of Dothan, Alabama, are hereby amended as follows:

The following described land, owned by Earl F. and Marilyn Enfinger and Billy Max and Peggy Cheshire, now zoned A-C District by Chapter 114 of the Code of Ordinances and shown on the Zoning Map of the City of Dothan, Alabama, is hereby rezoned and classified as B-2 District:

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

Lot 1, 2, 3, 9, 10, & 11 of Block "B", Chickasaw Heights, a subdivision in the City of Dothan, Alabama, per map or plat of same recorded in Plat Book 2, Page 40, in the Office of the Judge of Probate of Houston County, Alabama.

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

PASSED, ADOPTED, AND APPROVED ON _____, 20__.

ATTEST:

Tammy Danner, 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

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

Tammy Danner, City Clerk

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

Tammy Danner, City Clerk

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

Tammy Danner, City Clerk

N O T I C E

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

ORDINANCE NO. 20____ - _____

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

Section 1. Upon the favorable recommendation by a nine to zero vote by the Planning Commission of the City of Dothan, Alabama on January 20, 2016, and after public notices and hearing thereon as required by law, Chapter 114 of the Code of Ordinances of the City of Dothan, Alabama, and the Zoning Map of the City of Dothan, Alabama, adopted therein and on file in the offices of the City Clerk and the City Engineer of the City of Dothan, Alabama, are hereby amended as follows:

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

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

A lot or parcel of land in the City of Dothan, Houston County, Alabama and being more particularly described as follows: Beginning at the Southwest corner of the intersection of West Powell Street and Montana Street and thence S0°22'-20"W along the West side of Montana Street, 149.86 feet; thence N89°-48'-30"W, 50 feet; thence N0°-22'-17"E, 149.69 feet to the South side of West Powell Street; thence S89°-00'E along the South side of West Powell Street, 50 feet to the point of beginning. Said lot contains 0.1719 acres.

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

PASSED, ADOPTED, AND APPROVED ON _____, 20____.

ATTEST:

Tammy Danner, 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

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

Tammy Danner, City Clerk

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

Tammy Danner, City Clerk

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

Tammy Danner, City Clerk

Rezoning: 411 Montana Street

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

Proposed Zoning:
B-2: Highway Commercial



ORDINANCE NO. 2016-___

AN ORDINANCE TO AUTHORIZE THE
ISSUANCE OF THE CITY'S GENERAL OBLIGATION
WARRANT IN THE PRINCIPAL AMOUNT OF \$8,560,000

BE IT ORDAINED by the Commission (herein called the "Commission") of the CITY OF DOTHAN (herein called the "City") in the State of Alabama, as follows:

Section 1. Findings. The Commission has found and ascertained and does hereby declare as follows:

(a) it is necessary, desirable and in the public interest to borrow the sum of \$8,560,000 to refund, on a current basis, the City's \$10,485,000 General Obligation Warrant, Series 2009-CWSRF-DL, dated September 30, 2009 (herein called the "2009 Warrant"), which was issued to provide funds to acquire, provide and construct certain capital improvements to the City's sanitary sewer (wastewater) treatment facility;

(b) it is necessary, desirable and in the public interest that the Warrant hereinafter authorized be issued for the purpose of providing funds for such refunding and for the expenses related to the issuance of the Warrant; and

(c) Whitney Bank, d/b/a Hancock Bank (herein sometimes called the "Bank") has agreed to purchase the Warrant from the City.

Section 2. Authorization; Interest Rate; Authorization. Pursuant to the provisions of Section 11-47-2 of the Code of Alabama 1975, as amended, and for the purposes described in Section 1 hereof, the City is hereby authorized to borrow from the Bank the principal amount of \$8,560,000 and, in evidence of the money so borrowed, is authorized to issue and deliver to the Bank the City's General Obligation Warrant, Series 2016 (herein called the "Warrant"), in the principal amount of \$8,560,000. The Warrant shall be dated February 23, 2016 (which shall be the date on which the loan evidenced thereby is made), shall be issued as a single fully registered warrant, shall be payable to the Bank, and shall bear interest at the rate of 1.74% per annum (calculated on the basis of a 360-day year of twelve consecutive 30-day months). Interest on the Warrant shall be payable on August 15, 2016, and on each February 15 and August 15 thereafter. Principal of the Warrant shall be payable in installments commencing August 15, 2016, and on each August 15 thereafter, in the amounts set forth below; provided, that the final installment of principal (and interest) on the Warrant shall be paid only upon surrender of the Warrant to the City:

Year (<u>August 15</u>)	Amount of Principal Installment <u>Due</u>
2016	\$ 460,000
2017	490,000
2018	505,000
2019	515,000
2020	530,000
2021	545,000
2022	555,000
2023	570,000
2024	580,000
2025	595,000
2026	615,000
2027	625,000
2028	645,000
2029	655,000
2030	675,000

Section 3. Optional Redemption and Prepayment. The City hereby reserves the right of prepaying the installments of principal of the Warrant having stated maturities in 2026 and thereafter, in whole or in part on February 15, 2026, and on date thereafter, upon not less than ten (10) days prior written notice, at and for a redemption price equal to 100% of the principal amount of the Warrant to be redeemed as of the specified redemption date (herein called the "Redemption Date") plus accrued interest to the Redemption Date; provided, that any principal prepayments shall be in amounts not less than \$50,000. Prepayments of principal shall be deemed to apply to those principal installments with the latest maturities, in inverse order. If any notice of redemption specifies a Redemption Date that is not a Business Day, such notice shall be deemed to specify the next following Business Day. As used herein, "Business Day" shall mean any day other than a Saturday, a Sunday, a day on which the Bank is authorized to remain closed and is closed or a day on which the wire transfer system of the Federal Reserve System is not operational.

Section 4. Execution of the Warrant; Registration. The Warrant shall be executed and the corporate seal of the City shall be affixed thereto by the Mayor, and the City Clerk shall attest the same by affixing her signature thereto. The Warrant shall be registered in the records maintained by the City Clerk and City Treasurer as a claim against the City. Said officers are hereby authorized and directed so to execute and attest the Warrant, affix said seal thereto and make such registration. A registration certificate by the City, in substantially the form set forth in Section 6 hereof, duly executed by the manual signature of the City Clerk, shall be endorsed on the Warrant and shall be essential to its validity. The Warrant shall be registered as to both principal and interest in the name of the Bank and shall not be transferable.

Section 5. General Obligation. The indebtedness evidenced and ordered paid by the Warrant is and shall be a general obligation of the City for payment of the principal of and the interest on which the full faith and credit of the City are hereby irrevocably pledged.

Section 6. Form of Warrant. The Warrant shall be in substantially the following form, with such changes therein as shall be necessary to comply with the provisions of this Ordinance:

(Form of Warrant)

THIS WARRANT MAY BE TRANSFERRED ONLY TO AN "ACCREDITED INVESTOR" AS DEFINED IN THE SECURITIES AND EXCHANGE ACT OF 1933 AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER AND ONLY UPON COMPLIANCE WITH APPLICABLE STATE AND FEDERAL SECURITIES LAWS AND WITH THE WARRANT ORDINANCE REFERRED TO HEREIN.

\$8,560,000

\$8,560,000

UNITED STATES OF AMERICA

STATE OF ALABAMA

CITY OF DOTHAN

GENERAL OBLIGATION WARRANT
SERIES 2016

The City Treasurer of the CITY OF DOTHAN (herein called the "City"), a municipal corporation in the State of Alabama, is hereby ordered to pay to Whitney Bank, d/b/a Hancock Bank, or its assigns, the principal sum of

EIGHT MILLION FIVE HUNDRED SIXTY THOUSAND DOLLARS
(\$8,560,000)

with interest thereon from the date hereof until the maturity hereof at the rate of 1.74% per annum. Interest shall be payable on each February 15 and August 15, commencing August 15, 2016. Principal shall be payable in installments commencing August 15, 2016, and on each August 15 thereafter, in the amounts set forth below; provided, that the final installment of principal hereof and interest hereon shall be paid only upon surrender of this Warrant to the City:

Year (<u>August 15</u>)	Amount of Principal Installment <u>Due</u>
2016	\$ 460,000
2017	490,000
2018	505,000
2019	515,000
2020	530,000
2021	545,000
2022	555,000
2023	570,000
2024	580,000
2025	595,000
2026	615,000
2027	625,000
2028	645,000
2029	655,000
2030	675,000

This warrant has been issued pursuant to the applicable provisions of the constitution and laws of the State of Alabama, including particularly Section 11-47-2 of the Code of Alabama 1975, as amended, and an ordinance (herein called the "Ordinance") of the governing body of the City duly and legally adopted to provide funds for purposes for which the City is authorized to borrow money under said section. This warrant evidences a valid general obligation of the City for payment of the principal of and the interest on which the City has irrevocably pledged its full faith and credit.

The City shall have the right to redeem and prepay the principal installments of this warrant having stated maturities in 2026 and thereafter, in whole or in part, upon not less than ten (10) days prior written notice, on February 15, 2026, and on any date thereafter at and for a redemption price equal to 100% of the principal amount hereof to be redeemed as of the specified redemption date (herein called the "Redemption Date") plus accrued interest to the Redemption Date; provided, that any principal prepayments shall be in amounts not less than \$50,000. Prepayments of principal shall be deemed to apply to those principal installments with the latest maturities, in inverse order. If any notice of redemption specifies a Redemption Date that is not a Business Day, such notice shall be deemed to specify the next following Business Day. As used herein, "Business Day" shall mean any day other than a Saturday, a Sunday, a day on which national banking associations are authorized to remain closed and are closed or a day on which the wire transfer system of the Federal Reserve System is not operational.

It is hereby certified that the indebtedness evidenced hereby has been duly and legally incurred and will at the maturity hereof become lawfully due without condition, abatement or offset of any description; that all conditions, actions and things required by the constitution and laws of the State of Alabama to exist, be performed and happen precedent to and in the issuance of this warrant, exist, have been performed and have happened; and that the indebtedness evidenced by this warrant, together with all other indebtedness of the City, was at the time the same was incurred and is now within every debt and other limit prescribed by the constitution and laws of the State of Alabama.

IN WITNESS WHEREOF, the City has caused this warrant to be executed and its official seal to be hereunto affixed by the Mayor and has caused the same to be attested by its City Clerk, both of whom have hereunto subscribed their signatures and are hereunto duly authorized, and has caused this warrant to be dated _____, 2016.

CITY OF DOTHAN, ALABAMA

By _____
Mayor

[SEAL]

Attest:

City Clerk

(Form of Certificate of Registration by City Clerk)

I hereby certify that this warrant was at the time of issuance thereof duly registered by me as a claim against the CITY OF DOTHAN, ALABAMA.

City Clerk of the
CITY OF DOTHAN, ALABAMA

Section 7. Sale and Delivery of Warrant. The Warrant is hereby sold to the Bank at and for a purchase price of \$8,560,000. The Finance Director is hereby authorized and directed to deliver the Warrant, which shall have been executed, sealed, attested and registered as herein provided, to the Bank upon payment to the City by the Bank of the said purchase price.

Section 8. Use of Proceeds. The proceeds of the Warrant shall be used for the purposes specified in Section 1 hereof (that is, to pay the issuance expenses and to refund the 2009 Warrant).

Section 9. Additional Documents Authorized. The Mayor and the City Clerk, or either of them, are each hereby authorized and directed to execute such other documents or certificates as may be necessary in order to carry out the transactions contemplated by this Ordinance. The City understands that one of the principal inducements to the purchase of the Warrant by the purchaser thereof is that the interest income on the Warrant be and remain exempt from federal income taxation. Accordingly, without in any way limiting the generality of the foregoing, the Mayor and the City Clerk are each hereby authorized and directed to cause to be prepared, signed on behalf of the City and filed with the Internal Revenue Service a Form 8038-G or other form prescribed by the Internal Revenue Service as a condition to the exemption of the interest income on the Warrant from federal income taxation. The Mayor and the City Clerk are each hereby authorized and directed to execute such certificates, agreements and other documents respecting the Internal Revenue Code of 1986, as amended (herein called the "Code"), as contemplated by this Ordinance, to the end that the interest income on the Warrant be and remain exempt from federal income taxation.

Section 10. Concerning the Code. (a) General. The City recognizes that the Code imposes certain conditions to the exemption from federal income taxation of interest income on the Warrant. Accordingly, the City agrees that it will at all times comply with all requirements imposed by the Code as a condition to the exemption from federal income taxation of the interest income on the Warrant. With respect to any question arising under this Section 10, the City may rely upon an opinion of nationally recognized bond counsel acceptable to it.

(b) Warrant not to be a "Private Activity Bond." The City will not apply the proceeds of the Warrant in a manner that would cause the Warrant to be a "private activity bond" within the meaning of Section 141(a) of the Code.

(c) Concerning the Arbitrage Provisions of the Code. The City agrees that it will comply with all provisions of the Code necessary to preclude the Warrant being considered an "arbitrage bond" within the meaning of Section 148 of the Code.

(d) Required Rebate. The City recognizes and agrees that it will be necessary for all Required Rebates to be made in order for the interest income on the Warrant to be and remain exempt from federal income taxation.

As used in this Section 10, the term "Required Rebates" means the amounts, if any, required by the provisions of Section 148(f) of the Code and any regulations of the Department of Treasury issued thereunder, to be paid by the City to the United States of America in order that the Warrant shall not be treated as an "arbitrage bond" within the meaning of Section 103(b)(2) and Section 148 of the Code.

Section 11. Notices. All notices and any other communications with respect to the Warrant shall be deemed sufficient and properly given if in writing and delivered in person to the following addresses or received by certified or registered mail, postage prepaid with return receipt requested at such addresses:

(a) If to the City:

City of Dothan
Post Office Box 2128 (36302)
126 North Saint Andrews Street
Dothan, Alabama 36303
Attention: Finance Director

(b) If to the Bank:

The above-mentioned parties may, by like notice, designate any further or different addresses to which subsequent notices shall be sent.

Section 12. Agreements. So long as any principal of or interest on the Warrant is outstanding and unpaid, the City agrees that it shall provide to the Bank such financial information regarding the City as the Bank shall reasonably request, including but not limited to, audited financial statements (prepared in accordance with standards announced by the Governmental Accounting Standards Board) within ten (10) days of the City's receipt thereof and a copy of the City's annual budget no later than the November 1 following the start of each year of the City. It is understood that the delay or failure of the City to comply with the agreements set forth in this Section 12 shall not, in any instance, give rise to any cause of action that would result in monetary damages against the City or the acceleration in payment of all or any portion of the indebtedness evidenced by the Warrant.

Section 13. Creation of Contract. The provisions of this Ordinance shall constitute a contract between the City and the Holder of the Warrant.

Section 14. Provisions of Ordinance Severable. The provisions of this Ordinance are hereby declared to be severable. In the event any provision hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this Ordinance.

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, a Special Election was held in the City of Dothan, Alabama on February 9, 2016, under applicable provisions of law, for the Election of Associate Commissioner for District 6 to complete the unexpired term of Hamp Baxley expiring on October 1, 2017; and

WHEREAS, the Board of Commissioners of said City has met at the appointed time and place, and has canvassed the results of said Election as required by law.

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

Section 1. That upon canvassing the Certificates of Results prepared by the officials who held said Election, the total votes cast for each candidate for Associate Commissioner for District 6 as shown by the Election Certificates are as follows:

Associate Commissioner District 6	City of Dothan Special Municipal Election February 9, 2016						Vote Total
	Vaughn Blumberg		Wiregrass Commons Mall		Absentee	Provisional	
	M1	M2	M1	M2			
David Crutchfield	92	9	495	303	15	5	919
Gary Roney	7	2	83	45	0	0	137

Section 2. Having received the highest number of votes cast in said Election held on February 9, 2016, the following person has been declared the winner and shall serve the term as indicated, beginning February 22, 2016, upon their taking the Oath of Office:

ASSOCIATE COMMISSIONER – DISTRICT 6

David Crutchfield - 919

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

RESOLUTION NO. _____

WHEREAS, properties determined to be in violation of Article II, Chapter 106 of the City of Dothan Code of Ordinance pertaining to weed control are abated according to the procedures described therein; and

WHEREAS, the owner of this property was determined to be in violation of Article II, Chapter 106 of the City of Dothan Code of Ordinances for a second time within 12 months of the previous abatement; and

WHEREAS, Article III, Chapter 106 of the City of Dothan Code of Ordinances authorizes an expedited notification and abatement procedure for repeat offenders; and

WHEREAS, the owner of the following listed property was found to be in violation of Article II and was subsequently abated as a repeat offender as authorized by Article III, Chapter 106 of the City of Dothan Code of Ordinances:

1. 1008 E. Newton Street

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

WHEREAS, an itemized report of the cost incurred in the notification and abatement of such nuisance 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 cost incurred in notification and abatement of the nuisance is hereby confirmed.

Section 2. That the itemized report shall be turned over to the county tax collector and the amount due shall be added to the next regular bill for taxes levied against the respective lot and parcel of land.

PASSED, APPROVED AND ADOPTED on the _____ day of _____, 2016.

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 COMMISSIONERS

REPORT ON COST OF WEED ABATEMENT

The following property was found to be in violation of Article II and was subsequently abated as a repeated offender as authorized by Article III, Chapter 106 of the City of Dothan Code of Ordinances. The amount listed below the property address is the cost of abating the nuisance.

**Howard Roberts TS
1008 E. Newton Street
38-10-04-18-3-009-015.000**

Lot Cleanup Cost	<u>171.56</u>
Total	<u><u>\$ 171.56</u></u>

TOTAL \$171.56

RESOLUTION NO. _____

WHEREAS, the following listed properties were determined, by Resolutions Number 2016-2 and 2016-15, to be nuisances which should be abated:

1. 2175 Denton Road
2. 941 Chickasaw Street
3. 130 Woods Drive

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:

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 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. 2016-2 and 2016-15. 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.

Cadence Bank
2175 Denton Road
38-09-01-11-2-001-003.055

Sign	\$	89.00
Newspaper Notice		198.33
Lot Cleanup Cost		195.18
Total	\$	<u>482.51</u>

Huang Hou
130 Woods Drive
38-09-07-25-1-001-013.000

Sign	\$	89.00
Newspaper Notice		198.33
Lot Cleanup Cost		195.18
Total	\$	<u>482.51</u>

Jerry V. Maddox TS
941 Chickasaw Street
38-09-06-14-4-009-006.002

Sign	\$	89.00
Newspaper Notice		198.33
Lot Cleanup Cost		195.18
Total	\$	<u>482.51</u>

Total **\$** **1,447.53**

RESOLUTION NO. _____

WHEREAS, a request for funding has been made by the Cultural Arts Center to provide funding for operational expenditures

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

Section 1. That a cash appropriation in the amount of \$34,000.00 is appropriated in FY 2016 to the General Fund/Health and Welfare Department/Subsidies to Agencies, Account Number 001-3168-531.30-44 for operational expenditures. 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 \$34,000.00 for Fiscal Year 2016.

Section 2. That the Finance Director-Treasurer is hereby authorized and directed to make the said budget changes in Fiscal Year 2016.

Section 3. That the Mayor and the Finance Director-Treasurer of the City of Dothan, Alabama, are authorized and directed to pay the Cultural Arts Center an appropriation in the amount of \$34,000.00 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

RESOLUTION NO. _____

WHEREAS, the Dothan Police Department has participated in a Montgomery grant-financed research project to develop the "Alabama Law Enforcement Command and Staff College (CSC)", a collaborative partnership with Auburn University at Montgomery, Montgomery Police Department, Alabama Law Enforcement Agency over the past year and a half; and

WHEREAS, the Dothan Police Department desires to form a partnership with said agencies in order to develop a regional learning initiative for law enforcement and further develop the "Community First" initiative; and

WHEREAS, each partnership agency is required to contribute \$30,000.00, provide office and classroom space, and other assistance to support educational activities.

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

Section 1. That the City of Dothan enters into a Memorandum of Understanding and collaborative partnership agreement with Auburn University at Montgomery, Montgomery Police Department, Alabama State Law Enforcement Agency (ALEA), Alabama Law Enforcement Command and Staff College (CSC), College of Public Policy and Justice, and State of Alabama to develop a regional learning initiative for law enforcement and further develop the "Community First" initiative, which said MOU and agreement follows:



MEMORANDUM OF UNDERSTANDING (MOU)
THE LAW ENFORCEMENT EDUCATION ALLIANCE
FOR
FEBRUARY 1, 2016 – JANUARY 31, 2017

COLLABORATIVE PARTNERSHIP AGREEMENT (CPA)
BETWEEN

THE ALABAMA STATE LAW ENFORCEMENT AGENCY (ALEA)
MONTGOMERY POLICE DEPARTMENT
DOTHAN POLICE DEPARTMENT
STATE OF ALABAMA

and

ALABAMA LAW ENFORCEMENT COMMAND AND STAFF COLLEGE (CSC)
COLLEGE OF PUBLIC POLICY AND JUSTICE
AUBURN UNIVERSITY AT MONTGOMERY
STATE OF ALABAMA

1.0 PURPOSE

The purpose of this MOU is to develop academic and professional cooperation on the basis of equality and reciprocity and to promote sustainable relationships and mutual understanding between the Law Enforcement Command and Staff College, Department of Justice and Public Safety - College of Public Policy and Justice - Auburn University at Montgomery (hereafter referred to as “CSC or SCHOOL”) and the Montgomery Alabama Police Department (MPD), the Alabama Law Enforcement Agency (ALEA), and the Dothan Alabama Police Department (DPD) (hereafter jointly referred to as the “party” or collectively as the “Parties”), hereby enter into this Collaborative Partnership Agreement (hereafter referred to as the “Agreement”). AUMCSC, MPD, ALEA, and DPD shall remain separate entities, but for the purposes of participating in this MOU the combined efforts and activities will be referred to as THE AUBURN UNIVERSITY MONTGOMERY PROFESSIONAL POLICE DEVELOPMENT CONSORTIUM (hereafter Consortium).

2.0 INTENT

The intent of this collaborative partnership agreement is to support student achievement and to provide mutual assistance and benefit through shared information, time, personnel, and resources. The activities outlined below have been cooperatively developed by the school and agency partners for the purpose of improving the quality of educational opportunities for law enforcement officers and criminal Justice students in the State of Alabama.

2.1 The Consortium is an interdisciplinary academic partnership providing direction, guidance, and instructional delivery of law enforcement pedagogical studies, problem solving, and consultation. The CSC serves as the focal point for the consortium's academic offerings and collaborative assistance. The CSC also serves as the nucleus for consortium-related research conducted through Auburn University at Montgomery. The primary object of the CSC is to offer educational programs, such as executive development programs in organizational leadership and management; specialized professional development programs, such as individualized occupational studies; and the CSC STEP dual-ladder curricula to sworn and civilian public safety personnel in Alabama.

2.2 The Consortium programs are intended to enable graduates to substantively improve the ability of their represented agencies/departments not only supporting law enforcement missions and functions, but also to achieve focused objectives within the public safety domain itself. This is complemented by a synergistic linkage between prevention and enforcement research relevant to the Alabama law enforcement community and the CSC educational programs.

3.0 SCOPE OF ACTIVITIES

This Consortium is devoted to providing relevant and unique advanced education and research programs to increase public safety effectiveness of police and civilian personnel of Alabama's law enforcement community. In support of the foregoing, and to sustain academic excellence, CSC fosters and encourages a program of relevant academic development and meritorious research which both supports the needs of the Alabama law enforcement community while building the intellectual capital of AUM faculty and Outreach consultants.

In accordance with its intent, the Consortium aims to undertake cooperation in areas that may include, but are not restricted to, the following:

3.1 Each Named Partnership Agency Agrees:

- 3.1.1 To financially support the school with a \$30K benefaction for the current fiscal year.
- 3.1.2 To provide office and classroom space at an agency facility location as agreed upon.
- 3.1.3 To provide classroom seating, tables/desks, and technological (audio-visual) support equipment as needed to conduct classes.
- 3.1.4 To provide designated office space, computer access, and copying equipment and materials for CSC utilization.
- 3.1.5 To provide agreed upon administrative assistance as needed toward class support activities.

3.2 The School (CSC):

- 3.2.1 To provide specific CSC cost-free education open to all requesting Alabama law enforcement agencies.
- 3.2.2 To develop an academic focused curriculum designed to provide law enforcement participants with a solid background in leadership and management skills, the analytical and critical-thinking skills necessary to make decisions under extreme uncertainty, STEP advancement and promotional instruction, and advanced technical education.
- 3.2.3 To provide continuing education for professional success. CSC will offer unique programs to serve law enforcement community needs.
- 3.2.4 To engage in topical research to improve the quality and delivery of criminal justice services, to advance knowledge on the administration of justice and on the nature of criminal behavior, and to advance research capabilities and educational mission of the Command and Staff College.
- 3.2.5 To offer intellectual counseling support toward special law enforcement projects and/or complex problem solving initiatives.

3.3 The Parties agree:

- 3.3.1 To actively work together to increase the financial stability of the school.
 - 3.3.1.1 To apply time and human resources toward developing both Federal and State grant monies.
 - 3.3.1.2 To apply time and human resources toward developing private funding sources.
 - 3.3.1.3 To apply time and human resources toward developing other agency funding partners.

- 3.3.2 To apply time and human resources in support of the school to academe, the body politic, and community at large.

In addition, the school shall have the ability to create new curricula; to modify current programs to meet the demands of the law enforcement community; and to use evolving technology to advance research and scholarship. A multitude of faculty capabilities combined with diverse academic products and a variety of delivery modes allow CSC to reach across the state.

Other programs may be introduced as the needs of the agency/school are identified and the capabilities of the partner are matched. As partners in education, we pledge our commitment to cooperate in fulfilling the mutually supportive goals and objectives developed throughout our relationship.

4.0 Partnership Responsibilities

The partnership shall be governed by an Executive Committee consisting of a senior member from each of the collaborative partners. The Executive Committee shall ensure that the Command and Staff College acts in accordance with its mission through oversight of operations, finances, and policy guidance in a way that assures integrity and effective management, but without leading to committee involvement in CSC's day-to-day activities.

4.1 The Executive Committee provides the authority and mechanism for CSC leadership to engage, within the limits set by the partnership alliance, in decision making, oversight, and communication on important organizational matters. The CSC Director shall be the Executive Committee's designated managing administrator . . . and shall be responsible for the day-to-day operations of the school.

4.1.1 The CSC Executive Committee's specific responsibilities include:

4.1.1.1 Exercising some or all powers of the collaborative partners between regularly scheduled meetings.

4.1.1.2 Serve as a sounding board for CSC management on emerging issues, problems, and initiatives.

4.1.1.3 Serve on CSC administrative teams as designated.

4.1.1.4 Report to the collaborative partners on any official actions it has taken.

4.2 Roles and Responsibilities:

4.2.1 The Executive Committee will be comprised of the following members:

4.2.1.1 Dr. Katherine Jackson – AUM Voting Member

- 4.2.1.2 Director Kevin Wright – ALEA Voting Member
- 4.2.1.3 Chief Ernest Finley – MPD Voting Member
- 4.2.1.4 Chief Steven Parrish – DPD Voting Member
- 4.2.1.5 Dr. Ralph Ioimo – AUM Administrative Oversight (non-voting)
- 4.2.1.6 Dr. Jeffrey L. Gwynne – CSC Executive Director (non-voting)

4.3 Before any activities beyond the scope of this MOU may be implemented, the parties shall discuss the relevant issues to the satisfaction of each party and enter into specific activity agreements based on the mutually agreed objectives and outcomes of the activity.

Alabama Law Enforcement Agency (ALEA)
Kevin Wright/Title of Agency Representative:

Signature Date:

Montgomery Police Department, Alabama
Ernest Finley Jr./Chief of Police:

Signature/Date:

Dothan Police Department, Alabama
Steven Parrish/Chief of Police:

Signature/Date:  1-15-16

Law Enforcement Command and Staff College
Jeffrey L. Gwynne/Director

Signature/Date:

Auburn University at Montgomery
Name/Title of School Representative:

Signature/Date:

Resolution No. _____ entering into a MOU and collaborative partnership agreement with Auburn University at Montgomery, Montgomery Police Department, Alabama State Law Enforcement Agency (ALEA), Alabama Law Enforcement Command and Staff College (CSC), College of Public Policy and Justice, and State of Alabama, continued.

Section 2. That the sum of \$30,000.00 be appropriated in FY 2016 to the General Fund/Police Department/Other Services and Charges/Professional Services, Account Number 001-1201-512.30-42, to develop a regional learning initiative for law enforcement and further develop the "Community First" initiative. This appropriation is to be funded by increasing the General Fund/Fines and Forfeits/Public Safety/Dothan/State Drug Seizure, Account Number 001-0000-351.03-00, by the sum of \$30,000.00 in FY 2016.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

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

Section 1. That the City of Dothan enters into an agreement with the Dothan City Board of Education for providing food services for the Summer Food Service Program for Children, which said agreement follows:

State of Alabama
Department of Education – Child Nutrition Programs
Summer Food Service Program
Free Meal Policy Statement
SFSP Regulations, part 225.6(c)(4)

The City of Dothan assures the Alabama Department of Education that
Name of Sponsoring Organization

- (i) at all sites that are **not** camps or closed enrolled sites:
 - All children in attendance are served the same (meal)(s)), regardless of race, color, national origin, sex age, or disability.
 - There is no discrimination in the course of the food service.
 - All meals served to eligible children are served at no charge.

and/or

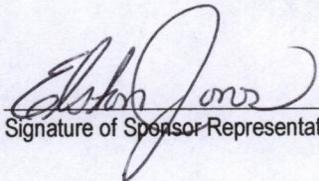
- (ii) at all sites which **are** camps or closed enrolled sites that charge separately for meals:
 - (A) The USDA Secretary's family size and income standards for Free and Reduced Price Meals effective in the current year of operation are used to determine eligibility of children.
 - (B) Households are permitted to apply on behalf of children who are members of households receiving SNAP, TANF, or FDPIR benefits.

Description of method(s) used in accepting applications from families for program meals.

- (C) Overt identification of children receiving free meals is prevented when collecting payments from children who pay full price of the meal.

Description of method(s) used to prevent overt identification of these children.

- (D) Households can appeal a denial of an application for free meals. Hearing procedures outlined in the Code of Federal Regulations will be established and followed.
- (E) A family requesting a hearing shall continue to receive free meals for its child(ren) until a final decision is rendered.
- (F) There will be no overt identification of free meal recipients and no discrimination against any child on the basis of race, color, national origin, sex, age, or disability.



 Signature of Sponsor Representative

Director Leisure Services 1-27-16

 Title Date

_____, Program Coordinator, Child Nutrition Programs
 June B. Barrett Date



City of Dothan Alabama



MEMORANDUM

TO: Houston County Health Department
FROM: Stephanie Wingfield
SUBJECT: Sites Locations and Meals Service Time
DATE: January 27, 2016

Dear: Terri Lee

The Summer Food Service Program (SFSP) is a Federal Program Funded by the U. S. Department of Agriculture. The Program was created to ensure that children receive nutritious meals during summer vacation when they do not have access to school breakfast and lunch. Federal regulations (7 CFR 225.16) require that a sponsor notify the local health department of site locations and meals service times; and further requires that sponsors make application for a permit to operate all sites. The (SFSP) sponsored by the City of Dothan will begin serving meals on June 8, 2015.

Meals will be prepared and delivered from the following location:

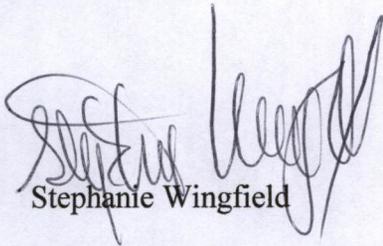
Montana Magnet School	Tonya L. Grier
1001 Montana St., Dothan	334 793-1397

Meals will be served at the following locations and times:

Andrew Belle Center	Breakfast/Lunch/Snack	8:00 - 8:40/11:30 – 12:30/3:00 – 3:30
1270 Lake Street	Dothan, AL	June 6 th thru July 29 th
Walton Park	Breakfast/Lunch/Snack	8:00 – 8:40/11:30 – 12:30/3:00 – 3:30
122 Walton Park	Dothan, AL	June 6 th thru July 29 th
Wiregrass Park	Breakfast/Lunch/Snack	8:00 – 8:40/11:30 – 12:30/3:00 – 3:30
620 th Avenue	Dothan, AL	June 6 th until July 29 th

Boys & Girls Breakfast/Lunch/Snack 7:30 – 8:30/11:30 – 1:00/ 2:30 – 3:30
457 Alice Street Dothan, AL June 6th until July 29th

Boys & Girls Breakfast/Lunch/Snack 7:30 – 8:30/11:30 – 1:00/3:00 - 3:30
329 Chickasaw Street Dothan, AL June 6th until July 29th



Stephanie Wingfield

Program Contact

334 615-3711

SFSP-10
02/12

State of Alabama
Department of Education – Child Nutrition Programs
Summer Food Service Program
Public Statement on Non-Discrimination
Media Release Certification
(Open Sites)

SFSP Sponsor's Official Name City of Dothan

Agreement Number AKZ-0000

Original

Update Date of Revision January 27, 2016

Sponsors are required to send public releases to the media located in the area where the site(s) draws its attendance. Include a list of all approved sites with their location, dates of operation, serving times, and the non-discrimination statement. The Press Release should be on the organizational letterhead. A sample is provided below. Keep a copy of the public release statements sent to the media.

This certifies that the following media outlets received a Press Release containing the information in the sample below.

Name of Media Outlet	Date of Scheduled Media Release
WDHN	May 12, 2016
WTVY	May 12, 2016

Name of Media Outlet	Date of Scheduled Media Release
The Dothan Eagle	May 12, 2016
The Dothan Progress	May 12, 2016

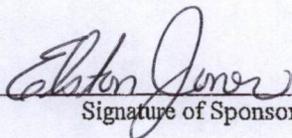
Press Release Sample

The City of Dothan (Name of Sponsor) is participating in the Summer Food Service Program. Meals will be provided to all children without charge. Acceptance and participation requirements for the program and all SFSP activities are the same for all regardless of race, color, national origin, sex, age, or disability, and there will be no discrimination in the course of the meal service. Meals will be provided at all sites on the attached form showing the specified start and end items for meals.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

I certify that the Public Release sent to the above media outlets included all the information required for the Public Release; including a complete listing of all current sites and meal times and the non-discrimination statement.


Signature of Sponsor Representative

1-27-16
Date

SUMMER FOOD SERVICE PROGRAM FOOD SERVICE AGREEMENT

THIS AGREEMENT is made and entered into between Dothan City School (BOE)
Board of Education, School Food Authority

and City of Dothan
Sponsor

Whereas the Dothan City School
Board of Education, School Food Authority agrees to supply unitized meals Inclusive
(inclusive/exclusive)

of milk and juice to City of Dothan
Sponsor with and for the rates herein listed.

Breakfasts \$ 1.94 Lunches \$ 3.39
Each Each

Snacks \$.79 Suppers \$ _____
Each Each

It is further agreed that Dothan City School (BOE)
Board of Education, School Food Authority pursuant to the provisions of the Summer Food

Service Program regulations, the attached copy of which is part of this agreement, will assure that said meals meet the minimum meal pattern requirements as to components and portion sizes as follows:

Summer Food Service Program Meal Patterns

BREAKFAST

Milk

Fluid Milk 1 cup
 (1/2 pint)

Vegetables and Fruits

Vegetables and/or fruits or full-strength vegetable or fruit juice 1/2 cup
 (or an equivalent quantity of any combination of vegetable, fruits, and juice) 1/2 cup

Grains/Breads

Bread (whole-grain or enriched) or 1 slice
 Bread Alternates (whole-grain or enriched):
 cornbread, biscuits, rolls, muffins, etc. or 1 serving
 cooked pasta or noodle products or 1/2 cup
 cooked cereal grains, such as rice, corn grits, or bulgur or 1/2 cup
 (whole-grain, enriched, or fortified): cooked cereal or cereal grains or
 cold dry cereal 3/4 cup or 1 ounce
 (whichever is less)

(or an equivalent quantity of a combination of grains/breads)

(OPTIONAL) Serve as often as possible:

Meat and Meat Alternates

(See lists under Lunch or Supper) 1 ounce

SNACK

Choose two items from the following four components:

Meat and Meat Alternates

Lean meat or poultry or fish or

1 ounce
(edible portion as served)

Meat Alternates:

Cheese or
egg or
cooked dry beans or beans or
peanut butter or other nut or seed butters of
nuts and/or seeds or
yogurt (plain, sweetened, or flavored)
(or an equivalent quantity of any combination of meat or meat alternates)

1 ounce
1/2 large
1/4 cup
2 tablespoons
1 ounce
4 ounces

Vegetables and Fruits:

Vegetables and/or fruits or
full-strength vegetable or fruit juice
(or an equivalent quantity of any combination of vegetables, fruits, and juice)
Juices cannot be served with milk

3/4 cup
3/4 cup

Grains/Breads:

Bread (whole-grain or enriched) or
Bread Alternates (whole-grain or enriched):
cornbread, biscuits, rolls, muffins, etc. or
cooked pasta or noodle products or
cooked cereal grains, such as rice, corn grits, or bulgur or
(whole-grain, enriched, or fortified): cooked cereal or cereal grains or
cold dry cereal

1 slice

1 serving
1/2 cup
1/2 cup

3/4 cup or 1 ounce
(whichever is less)

(or an equivalent quantity of a combination of grains/breads)

Milk

Fluid Milk

1 cup (1/2 pint)

LUNCH OR SUPPER

Milk

Fluid Milk

1 cup (1/2 cup)

Meat and Meat Alternates

Lean meat or poultry or fish or

2 ounces
(edible portion as served)

Meat Alternates:

Cheese or
egg or
cooked dry beans or peas or
peanut butter or other nut or seed butters of
nuts and/or seeds or
yogurt (plain, sweetened, or flavored)
(or an equivalent quantity of any combination of meat or meat alternates)

2 ounce
1 large
1/2 cup
4 tablespoons
1 ounce 50%*

8 oz. or 1 cup

Vegetables and Fruits

Vegetables and/or fruits (2 or more selections for a total of 3/4 cups) or full-strength vegetable or fruit juice 3/4 cup
(or an equivalent quantity of any combination of vegetables, fruits, or juice) 3/4 cup
Juice may not be counted to meet more than 1/2 of this requirement.

Grains/breads

Bread (whole-grain or enriched) or 1 slice
Bread Alternates (whole-grain or enriched):
cornbread, biscuits, rolls, muffins, etc. 1 serving
cooked pasta or noodle products or 1/2 cup
cooked cereal grains, such as rice, corn grits, or bulgur 1/2 cup
(or an equivalent quantity of a combination of grains/breads)

*No more than one-half of the requirements shall be met with nuts or seeds. Nut or seeds shall be combined with another meat/meat alternate to fulfill the requirement.

NOTE: The serving sizes of food specified in the meal patterns are minimum amounts. If the administering agency approved the Sponsor to serve smaller portion sizes to children under 6 years, the Sponsor must meet the meal patterns specified in the Child and Adult Care Food Program (CACFP) regulations. You can obtain copies of these regulations from your State agency. Children over 6 years old may be served larger portions, but not less than the minimum requirements specified in the Summer Food Service Program regulations. Remember that you do not receive reimbursement of meals that do not meet the minimum program requirements.

Full and accurate records will be maintained by Dothan City School (BOE) that the
Board of Education, School Food Authority
City of Dothan will need to meet its responsibility including the following:
Sponsor

- 1. Record of menus and menu changes approved by the Sponsor and/or the State agency.
- 2. Daily food production records containing the amount of food prepared and provided to the Sponsor.
- 3. A roster of the daily number of meals delivered by type to the Sponsor.
- 4. Daily receipts signed by authorized Sponsor and school food Authority personnel for the number and type of meals delivered to each facility.
- 5. Copies of invoices for all milk purchased for the Summer Food Service Program.
- 6. Provide an itemized invoice to the Sponsor monthly which specifies the quantity of meals by type that are purchased within five (5) working days after the last day of the period for which the Sponsor will claim meals for reimbursement.
- 7. Ensure that health and sanitation requirements are met at all times.
- 8. Ensure that preparation, serving, and holding of food items are within proper temperature range as prescribed by the local health department.
- 9. Provide for meals which it prepares for the Summer Food Service Program to be inspected no less than one time during the contract period by an independent agency to determine bacteria levels in the meals being served. Results of the inspection shall be submitted within thirty (30) days of the end of the contract period to the Sponsor and the State Agency.
- 10. Provide any other documentation that the Sponsor may need to support the purchase of reimbursable meals.

Copies of these records must be submitted to the City of Dothan promptly at the end of the month.
Sponsor

Dothan City School (BOE) agrees also to retain records required under the preceding
Board of Education, School Food Authority

clause for a period of 3 years from the date of receipt of final payment under this agreement (or longer, if an audit is in progress): and upon request, to make all accounts and records pertaining to the program available to representatives of the U.S. Department of Agriculture and the General Accounting Office for audits or administrative review at a reasonable time and place.

This meal service is to begin on or around June 6, 2016
Date

and is to be terminated on or around July 29, 2016
Date

Meals will be served; packed for delivery; or delivered to centers the Sponsor has been approved
for by the Alabama Department of Education under provisions of Agreement Number AKZ-0000

Location and address of food preparation center(s):

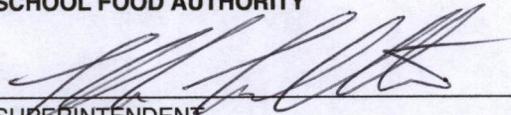
Montana Street School - 1001 Montana St. Dothan 36301

This agreement shall be effective as of June 6, 2016 . It may be terminated by notice in writing
Date
given by any party hereto to the other parties at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below.

**BOARD OF EDUCATION
SCHOOL FOOD AUTHORITY**

SPONSORING ORGANIZATION



SUPERINTENDENT

SIGNATURE AND TITLE

2/8/2016
DATE

DATE

Attach copy of Cycle Menus and Meal Delivery Schedule

ALABAMA DEPARTMENT OF PUBLIC HEALTH

FOOD ESTABLISHMENT / RETAIL FOOD STORE INSPECTION REPORT

99

Houston

COUNTY HEALTH DEPARTMENT

(334) 678-2815

SCORE

LEGAL NOTICE TO THE PROPRIETOR OR MANAGER: You are respectfully notified of such violations of the Alabama State Board of Health Rules for Food Establishment Sanitation as are indicated by a circle in the Inspection Report. This report constitutes an official notice to comply with Chapter 420-3-22 of the aforesaid Rules within a period of _____ days. Failure to comply with this notice may result in cessation of food service food store operations.

ESTABLISHMENT NAME Andrew Belle Center				OWNER OR MANAGER NAME City of Dothan Leisure Service			
ADDRESS 1270 Lake Street				ZIP CODE Dothan, AL 36303			
PERMIT NUMBER DLFS-713	MO. DAY YEAR 07 27 15	INSP. TIME OUT _____ IN _____	PERMITTED YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	PRIORITY CAT. 2	COMPLIANCE VISIT/ INSP. REQUIRED YES _____ NO <input checked="" type="checkbox"/>	NO. OF CRITICAL ITEMS 0	

Summer Feeding Program

*CRITICAL ITEMS REQUIRING IMMEDIATE ACTION

Date Prev Insp **06/08/15**

MANAGEMENT AND PERSONNEL

01*	Assignment of Person in Charge; Commissary used. Personnel with infections restricted, excluded. No discharges from eyes, nose, mouth.	5
02*	Hands clean; properly washed. No bare hand contact; approved alternative. No eating, drinking, tobacco use.	5
03*	Demonstration of knowledge: Approved course, other requirements met	1
04	Clean clothes; Hair restraints; Authorized personnel.	1

FOOD

05*	Safe; Source; Condition not adulterated; Shellstock tags; Compliance with plan/ROP. Other.	5
06*	Potentially hazardous food meets temperature requirements during receiving, cooking, holding, cooling. Pasteurized eggs used as required.	5
07*	Potentially hazardous food meets temperature requirements during cold holding. Time as a public health control. Consumer Advisory used if required; Date marking.	5
08*	Food separated, protected from contamination. Tasting. Returned, reservice of food.	5
09	Cooling methods. Facilities to maintain product temperature. Plant food cooking.	1
10	Properly labeled; Original container. Records. Code date marks. C.O.O.L. requirements: Catfish; seafood	1
11	Thermometers provided, accurate, conspicuous.	1
12	Approved thawing methods used.	1
13	Food contamination prevented during storage, preparation, display, handling, other.	1
14	In use, between use, food/ice dispensing utensils properly stored.	1

EQUIPMENT, UTENSILS, AND LINENS

15*	Equipment; food contact surfaces (non-cooking) clean; sanitized. Sanitization temperature, concentration	5
16*	Food contact surfaces characteristics. Single service/use used when required.	4
17	Cooking surfaces, non-food contact surfaces. Frequency; Methods.	1
18	Food (ice), Non-food contact surfaces: constructed, cleanable, installed, located.	1
19	Warewashing facilities: designed, constructed, maintained, installed, located, operated. Accurate thermometers. Chemical test papers.	1
20	Linens properly stored, dried, handled. Laundry facilities used.	1
21	Wiping cloths; clean, use limitations, stored.	1
22	Storage, handling, drying of clean equipment, utensils.	1
23	Single service articles, storage, dispensing, wrapped, Use limitations. Gloves used properly.	1

WATER, PLUMBING, AND WASTE

Sewer: Public

24*	Water source, Quality, Capacity. System: Approved.	4
25*	Grease, grease disposal. System approved; Flushed (mobile).	4
26*	Cross connection; Back siphonage; Backflow.	4
27*	Handwashing facilities; Toilets: Number, location.	4
28*	Water supply, Waste disposal: Approved system (fixtures, materials, design, operation; maintenance. Other liquid wastes properly disposed.	1
29	Service sink provided. Handwashing facilities: Soap, towels/drying device, sign, use restrictions.	2
30	Toilet rooms clean, supplied.	1
31	Refuse, recycling, returnables. Outdoor/indoor storage area approved. Receipts provided covered. Approved refuse disposal method.	1

PHYSICAL FACILITIES

32*	Food contamination from cleaning equipment prevented.	4
33*	Presence of insect rodents, other pests, Animals prohibited.	4
34	Pests control methods approved, used. Pest control devices serviced as required.	1
35	Premises, Free of litter, harborage.	1
36	Floors, walls, ceilings, equipment: clean. Outer openings protected. Surface characteristics, indoor, outdoor: Maintained. Cleaning frequency, dustless methods. Absorbent floor materials properly used.	2
37	Lighting, Ventilation: Ventilation (exhausters), clean, operated.	1
38	Dressing rooms provided. Employee designated areas properly located. Living/sleeping quarters separation.	1
39	Cleaning, maintenance tools properly stored.	1

40*	Toxic or poisonous items; Medicines; First aid materials: Stored; Labeled; Used.	4
41	Other personal care/first aid items: Stored; Labeled. Toxic or poisonous materials separation; Non-toxic tracking powder.	1

OTHER

42	Permit, Report, Other properly posted. Administrative requirements, HACCP plan	1
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RECEIVED BY: Name *A. Belle* Title _____

INSPECTED BY: Name *Terrie J. Lee*

REMARKS _____

**SUMMER FOOD SERVICE PROGRAM
 FOOD SERVICE AGREEMENT
 (\$150,000 OR LESS)**

This Agreement is made and entered into by and between City of Dothan Sponsor

and Dothan City School Board of Education. Whereas FSMC agrees to furnish unitized meals Food Service Management Company (FSMC)

inclusive/exclusive of milk and juice to City of Dothan Sponsor with and for the rates herein listed on a daily basis.

	ESTIMATED SERVINGS PER DAY	ESTIMATED NUMBER OF SERVINGS DAYS	UNIT PRICE	TOTAL PRICE
Breakfast	775	39	\$1.94	\$58,636.50
Lunch	775	39	\$3.39	\$102,462.75
Supplement	775	39	\$0.79	\$23,877.75
Supper				

The unit prices submitted are based on the attached cycle menu which becomes a part of this Agreement. The meals furnished shall meet or exceed the minimum meal pattern requirements as specified in Part 225.16 of the Federal Regulation as follows:

SUMMER FOOD SERVICE PROGRAM MEAL PATTERNS			
Food Components	Breakfast	Lunch or Supper	Snack ¹ (Choose two of the four)
Milk Milk, Fluid	1 cup (8 fl. oz.) ²	1 cup (8 fl. oz.) ³	1 cup (8 fl. oz.) ²
Vegetables and/or Fruits Vegetable(s) and/or fruit(s) Full-strength vegetable or fruit juice or an equivalent quantity of any combination of vegetable(s), fruit(s), and juice	1/2 cup 1/2 cup (4 fl. oz.)	3/4 cup total ⁴	3/4 cup 3/4 cup (6 fl. oz.)
Grains and Breads ⁵ Bread or Cornbread, biscuits, rolls, muffins, etc. or Cold, dry cereal or Cooked cereal or cereal grains or an equivalent quantity of any combination grains/breads or Cooked pasta or noodle product	1 slice 1 serving 3/4 cup of 1 oz. ⁶ 1/2 cup 1/2 cup	1 slice 1 serving 1/2 cup 1/2 cup	1 slice 1 serving 3/4 cup or 1 oz. ⁶ 1/2 cup 1/2 cup
Meat and Meal Alternatives Lean meat or poultry or fish or Cheese or Eggs or Cooked dry beans or peas or Peanut butter or soy nut butter or other nut or seed butters or Peanuts or soy nuts or tree nuts or seeds or Yogurt, plain or sweetened and flavored or An equivalent quantity of any combination of the above meat/meal alternatives	(Optional) 1 oz. 1 oz. 1/2 large 1/4 cup 2 tbsp. 1 oz. 4 oz. or 1/2 cup	2 oz. 2 oz. 1 large 1/2 cup 4 tbsp. 1 oz.=50% ⁷ 8 oz. or 1 cup	1 oz. 1 oz. 1/2 large 1/4 cup 2 tbsp. 1 oz. 4 oz. or 1/2 cup

For the purpose of this table, a cup means a standard measuring cup.
 1, 2, 3, 4, 5, 6, 7 indicates endnotes can be found on the next page.

ENDNOTES

- ¹— Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component.
- ²— Shall be served as a beverage, or on cereal, or use part of it for each purpose.
- ³— Shall be served as a beverage.
- ⁴— Serve two or more kinds of vegetable(s) and/or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
- ⁵— All grain/bread items must be enriched or whole-grain, made from enriched or whole-grain meal or flour, or if it is a cereal, the product must be whole-grain, enriched, or fortified. Bran and germ are credited the same as enriched or whole-grain or flour.
- ⁶— Either volume (cup) or weight (oz.) whichever is less.
- ⁷— No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meal alternative to fulfill the requirement. When determining combinations, 1 oz. of nuts or seeds is equal to 1 oz. of cooked lean meat, poultry, or fish.

Any changes in approved sites will be made by the Sponsor not less than 1 days prior to the date of delivery of the meals. The Sponsor reserves the right to increase or decrease the number of meals ordered on a 2 hour notice or less if mutually agreed upon between the parties of this Agreement.

The Food Service Management Company must be registered and approved by the Alabama State Department of Education Child Nutrition Program.

The Food Service Management Company shall not subcontract for the total meal, with or without milk or juice, or for the assembly of the meal.

The Food Service Management Company agrees to provide for meals which it prepares for the Summer Food Service program to be inspected no less than one time during the Agreement period by an independent agency to determine bacteria levels in the meals being served. Results of the inspection shall be submitted promptly to the Sponsor and the State agency.

Payment shall not be made for meals that are delivered outside of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not meet the requirements for each food component as specified in Part 225.16 of the Federal Regulations. (*Attach copy of the Meal Delivery Schedule to this Agreement.*)

The Food Service Management Company shall pay the Sponsor for any excess costs the Sponsor incurs by obtaining meals from another source in cases of nonperformance or noncompliance on the part of the Food Service Management Company.

The Food Service Management Company agrees to maintain all record (supported by invoices, receipts, or other evidence) that the Sponsor needs to meet its responsibilities under the Federal Regulations. These records shall be available for inspection and audits by representatives of the Sponsor, the State agency, U.S. Department of Agriculture, and the U.S. General Accounting Office at any reasonable time and place up to three years from the date of receipt of final payment or until final resolution of any audits.

Full and accurate records will be maintained by Dothan City School (BOE) that the Food Service Management Company

City of Dothan will need to meet its responsibility including the following:
Sponsor

1. Record of menus and menu changes approved by the Sponsor and/or State agency.
2. Daily food production records containing the amount of food prepared and provided to the Sponsor.
3. A roster of the daily number of meals delivered by type to the Sponsor.
4. Daily receipts signed by authorized Sponsor and Food Service Management Company personnel for the number and type of meals delivered to each facility.
5. Copies of invoices for all milk purchased for the Summer Food Service Program.
6. Provide an itemized invoice to the Sponsor monthly which specifies the quantity of meals by type that are purchased within five (5) working days after the last day of the period for which the Sponsor will claim meals for reimbursement.
7. Ensure that health and sanitation requirements are met at all times.
8. Ensure that preparation, serving, and holding of food items are within proper temperature range as prescribed by the local health department.
9. Provide for meals which it prepares for the Summer Food Service Program to be inspected periodically to determine bacteria levels present in meals and that the bacteria levels found to be present in the meals conform with the standards set by the local health authorities. The results of the inspection must be submitted 24-48 hours to the Sponsor and the State agency.
10. Provide any other documentation that the Sponsor may need to support the purchase of reimbursable meals.

Copies of these records must be submitted to the City of Dothan promptly at the end of the month.
Sponsor

• The meal service is to begin on or around June 6, 2016 and is to terminate on or around July 29, 2016.
Date Date

• Meals will be () served, (XX) packed for delivery, or () delivered to sites the Sponsor has been approved to operate by the Alabama State Department of Education under provisions of the Agreement Number AKZ-0000.

Name and address of each Food Preparation Center(s):

Montana Street - 1001 Montana St. Dothan, Al. 36301

This agreement shall be effective as of June 6, 2016. It may be terminated by notice in writing given by any party hereto to the other parties at least 30 days prior to the date of the termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below:

FOOD SERVICE MANAGEMENT COMPANY

SPONSORING ORGANIZATION

Signature of Authorized Representative and Title

Signature of Authorized Representative and Title

2/8/2016

Date

Date

State of Alabama
Department of Education - Child Nutrition Programs
Summer Food Service Program
Financial Summary Form for FY 2015

SFSP Sponsor's Official Name City of Dothan

Agreement Number AKZ-0000

The organization's financial administrator should fill out this form.

The plan in Questions 3 and 5 should be developed with the assistance of the Official Sponsor and the director of the SFSP program.

1. Actual Earnings for SFSP FY 2015	Enter the total (Administrative and Operational) year to date reimbursement received from the Alabama Department of Education. <u>Please do not include</u> amounts refunded or returned to the Department of Education for overpayments.	\$ <u>112,474.77</u>
2. Actual allowable, documented costs incurred for SFSP FY 2015	Enter total year-to-date costs (Administrative and Operational). CAMPS: enter allowable costs for free/reduced eligible children only. Include both Administrative and Operational costs.	\$ <u>110,178.21</u>
3. Actual profit (loss) for SFSP FY 2015	Subtract line 2 from line 1:	\$ <u>2,296.56</u>

Please answer question 4 or question 5, whichever is as applicable.

4. If item 3 above shows that your SFSP operated at a **profit for FY 2015**, provide a **plan** detailing how excess SFSP funds will be used. (Acceptable explanations include improving the meal service or other aspects of the SFSP, keeping excess funds for next year's SFSP, and/or paying for allowable costs of other Child Nutrition Programs for which the sponsor has an approved agreement with the Department of Education i.e., National School Lunch/Breakfast Programs, CACFP).
Be specific. Attach additional pages as necessary: Purchase coolers for the meals and the milk as well as thermostats to test temperatures for the meals.

5. If item 3 above indicates the SFSP operated at a **loss for FY 2014**:

a. Provide a **plan** detailing how sponsor will control costs to avoid future operational deficiencies. Attach additional pages as necessary.

b. Identify the **source(s)** that paid any loss. (Required answer for Question #5) _____

I certify that the information contained herein is true and correct.

Mike Schmitz
Name of Highest Ranking Official
Mike Schmitz 2-1-16
Signature of Highest Ranking Official DATE

Lisa H. Reeder
Name of Financial Official
Lisa H. Reeder 2-1-16
Signature of Financial Official DATE

2016 SFSP Webinar Training

1. Organization Name, Address and SFSP Agreement Number

City of Dothan 126 N. Saint Andrews Street Dothan, AL. 36303 AKZ-0000

Dates of operation: June 6, 2016 until July 29, 2016

2. Did you complete the 2016 SFSP Webinar Training?

XXXX **Yes** **NO**

3. Please list Name of all individuals trained including Highest Ranking Official?

Elston Jones, Director of Leisure Services

Roy Kitts, Assistant Director of Leisure Services

Stephanie Wingfield, Program Coordinator of Leisure Services

4. List your organization findings for 2015 which should be addressed in site supervisor training for 2016?

None

Signature Stephanie Wingfield date 1/27/16

State of Alabama
Department of Education - Child Nutrition Programs
Summer Food Service Program
Certification Statements-Ineligibility and Criminal Convictions
(Required APPLICATION Form)

SFSP Sponsor's Official Name City of Dothan

Agreement Number AKZ-0000

I certify that in the past seven (7) years neither City of Dothan nor
(Name of sponsoring organization)
any of its principals is ineligible to participate with any federal agency providing financial support to this organization, by reason of violating that program's requirements.

Note: Any individual or organization previously declared ineligible for participation in a publicly funded program, but reinstated in, or determined eligible for that program, including payment of any debts owed, may provide documentation to that effect.

CRIMINAL CONVICTIONS:

I certify that neither City of Dothan nor any of its principals have
(Name of sponsoring organization)
been convicted of any activity that occurred during the past seven (7) years that indicated a lack of business integrity. Convictions indicating a lack of business integrity include fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, obstruction of justice, or any other activity indicating a lack of business integrity as defined by the Alabama Department of Education.

I certify that all information on the Summer Food Service Program Agreement/Application is true and correct. I understand that sponsors and individuals providing false certifications will be placed on the State Disqualified List. I further understand that this information is being given in connection with the receipt of Federal funds and that deliberate misrepresentation may subject me to prosecution under applicable State and Federal criminal statutes.

Signature of Official Representative/Executive Director

Date

Birth date of Official Representative/Executive Director

Name of Board Chair/Birth date of Board Chair

Resolution No. _____ entering into an agreement with the Dothan City Board of Education, continued.

Section 2. That Mike Schmitz, Mayor of the City of Dothan and in such capacity, is hereby authorized and directed to file the said application and 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 City of Dothan, Alabama, will be assisting the Human Resource Development Corporation – Facility Improvements, through the budgeting of Community Development Block Grant Funds, for the purpose of building repairs at the facility to provide low and moderate income services and

WHEREAS, the City of Dothan recognizes the need of making the facility available to low income families and individuals requiring assistance, and

WHEREAS, the City of Dothan has budgeted the amount of \$71,000.00 under Community Development Block Grant for 2015 Annual Action Plan No. B-15-MC-01-0010, for such purposes, and

WHEREAS, in order to assist the project it is necessary to enter into a subrecipient agreement between the City and Human Resource Development Corporation.

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

Section 1. That the City of Dothan enter into a subrecipient agreement with Human Resource Development Corporation in the amount of \$71,000.00 to provide building repairs at the Facility identified in the Community Development Block Grant Annual Action Plan for Program Year 2015, No. B-15-MC-01-0010, which said agreement follows:

State of Alabama

County of Houston

SUBRECIPIENT AGREEMENT

This Agreement, is made and entered into this _____ day of _____, 2016, by and between the City of Dothan, Alabama, hereinafter referred to as "Recipient", and the Human Resource Development Corporation hereinafter referred to as "Subrecipient", for and in consideration of the mutual covenants and considerations hereinafter contained.

WITNESSETH THAT:

The Recipient has been awarded grant funds by the U.S. Department of Housing and Urban Development (Project Number B-15-MC-01-0010) to be used for building improvements at the Human Resource Development Corporation facility for the purpose of providing supportive services to low income persons of Dothan, Alabama

The Subrecipient is chartered under the laws of the State of Alabama, Section 10-3A-1 et. seq. Code of Alabama of 1975, and in accordance with Section 501 (C) (3) of the Internal Revenue Code of 1954 as a public and charitable non-profit corporation; and that,

Regulations of the U.S. Department of Housing and Urban Development, 24 CFR Part 570, and especially §570.204, §570.503 provide for the Recipient to make grant funds available to Subrecipients for the purpose of implementing specific eligible activities; and that,

The Recipient desires to make Community Development Block Grant Funds (hereinafter referred to as "CDBG funds") available to the Subrecipient, in accordance with all regulations contained in 24 CFR Part 570 for the purpose of providing supportive services for low income individuals in a decent and safe facility.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

ARTICLE I – SCOPE OF PROGRAM

The Subrecipient agrees to make building improvements to the facility located 601 North Saint Andrews Street in Dothan, which must be used to further the mission of providing supportive services for low and moderate income families and individuals in the Dothan community. The supportive services must continue for a minimum period of Ten (10) years in a manner consistent with policies set forth by the Board of Directors of the Human Resources Development Corporation, a non-profit agency, for purposes of this agreement the improvements shall include architectural and construction services. The Human Resource Development Corporation must submit request for reimbursements no more than once a month and show full documentation for all expenses.

ARTICLE II – PROJECT BUDGET AND FINANCING

The Recipient and Subrecipient agree to provide funds for the Human Resource Development Coporation to complete building improvements as follows:

Architectural and Construction Services.....\$71,000.00.
A budget is provided as Exhibit A.

ARTICLE III – TERM OF AGREEMENT

This agreement shall be effective as of October 1, 2015, and remain in effect from the effective date through September 30, 2025, at which time it shall terminate, unless terminated at an earlier date by mutual agreement of the parties hereto. In this 10 year time period, the Human Resource Development Coporation will continue to provide supportive services at the facility for low income families and persons.

ARTICLE IV – IMPLEMENTATION SCHEDULE

It is agreed that project expenses may be incurred effective upon the successful selection of a contractor and/consultant through the City of Dothan’s bid process and the improvements shall be completed within a 12-month period from the date of this Agreement or until the funding is expended.

ARTICLE V – RECORDS AND REPORTS

The Subrecipient agrees to maintain all records relating to this agreement and activity implementation for a period of not less than three years from the date the activities are completed. It is agreed that the specific completion date shall be provided by Recipient in writing. Records and reports to be maintained include, but are not necessarily limited to the following:

- a) All financial records involving the deposit and expenditure of public and private funds maintained in a manner consistent with generally accepted accounting practices with clear audit trail.
- b) Filing system adequate to maintain all records as required throughout 24 CFR Part 570.
- c) Monthly report indicating current financial status of project activities including budgeted, obligated and expended funds, both recipient and subrecipient generated.
- d) An audit performed by a qualified independent auditing entity in conformance with requirements of OMB Circular A-133.

ARTICLE VI – PROGRAM INCOME

- a) For the purpose of this Agreement the term "Program Income" shall have the following meaning:
Gross income received by the subrecipient directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect percentage of CDBG funds used.
- (1) Program income includes, but is not limited to the following:
- (i) Proceeds from the disposition by sale or long term lease of real property purchased or improved with CDBG funds;
 - (ii) Gross income from the use or rental of real or personal property acquired by the recipient or a subrecipient with CDBG funds, less the costs incidental to the generation of such income;
 - (iii) Gross income from the use or rental of real property owned by subrecipient that was constructed or improved with CDBG funds, less the costs incidental to the generation of such income;
 - (iv) Payments of principal and interest on loans made using CDBG funds, if any;
 - (v) Proceeds from the sale of loans made with CDBG funds;
 - (vi) Proceeds from the sale of obligations secured by loans made with CDBG funds;
 - (vii) Interest earned on funds held in a revolving fund account;
 - (viii) Interest earned on program income pending disposition of such income; and
- (b) Program Income Estimates. At the effective date of this agreement it is not anticipated that activities called for hereunder will generate any program income to be returned to the City.
- (c) Recording program income. The recipient of program income as defined in (a) above, if any, shall be recorded as part of the financial transactions of Human Resource Development Corporation.
- (d) Disposition of program income received by subrecipients. Program income, if any, shall be accumulated and recorded on a monthly basis. Income generated during the term of this agreement and not expended in accordance with Article III, shall not be returned to the recipient, following the termination of this agreement.

ARTICLE VII – UNIFORM ADMINISTRATIVE REQUIREMENTS

It is thoroughly understood by the parties hereto that Subrecipient, at all times, will fully comply with all applicable uniform administrative requirements as found in 24 CFR Part 570.502, and any subsequent changes thereto during the life of this Agreement. It is further understood that recipient shall review the progress and performance of subrecipient at least once annually relative to conformance to terms of this agreement and all applicable regulations and requirements of the Housing and Community Development Act of 1974, as amended.

ARTICLE VIII – OTHER PROGRAM REQUIREMENTS

The Subrecipient agrees to conduct all activities as called for under this Agreement in complete compliance with all Federal laws and regulations as contained in Subpart K of 24 CFR Part 570 except that:

- (a) The subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR Part 570.604; and
- (b) The subrecipient does not assume the recipient's responsibility for initiating the review process under Executive Order 12372.

ARTICLE IX – TERMINATION FOR CAUSE OR CONVENIENCE OF RECIPIENT

The terms of this Agreement may be terminated if, in the sole opinion of the Recipient, the Subrecipient is determined to have failed to comply with any part of this Agreement; or if it is deemed in the best interest of the Recipient to terminate said Agreement; provided due notice is given to Subrecipient, and Subrecipient is not unjustly financially paralyzed for actions taken in good faith in accordance with all other terms and conditions of this Agreement.

ARTICLE X – TERMINATION FOR THE CONVENIENCE OF THE SUBRECIPIENT

The terms of this Agreement may be terminated if conditions arise, based on the opinion of the Subrecipient, that would prevent the completion of the work as called for in Article I, but limited to the following:

- (a) Inability of the Subrecipient to obtain affordable financing for project implementation.
- (b) Changes in regulations or policies of the U.S. Department of Housing and Urban Development that would create a hardship.
- (c) Any other circumstance that might arise that would make the project financially infeasible to implement.

ARTICLE XI – REVERSION OF ASSETS

- (a) Upon the expiration or termination of this Agreement, and failure to enter into a subsequent agreement the Subrecipient shall transfer any CDBG funds, program income or accounts receivable attributable to the prior use of CDBG funds to the Recipient.
- (b) Upon the expiration or termination of this Agreement, and failure to enter into a subsequent agreement any real property held by the Subrecipient that was acquired in whole or in part with Recipient funds in excess of \$25,000.00 shall be:
 - (i) Used to meet one of the national objectives found in 24 CFR Part 570.208 until five years after expiration of the agreement, or such longer period of time as determined appropriate by the Recipient; or
 - (ii) Is disposed of in a manner which results in the Recipient being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-Recipient funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with (i) above.

ARTICLE XII – AMENDMENT TO AGREEMENT

If, during the term of this Agreement, the parties hereto desire to amend any part of this Agreement including the scope of services and financing, said Agreement may be amended by written mutual agreement hereto.

ARTICLE XIII – HOLD HAMELESS PROVISION

The subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City. The subrecipient will save and hold harmless the City against liability resulting from any act, or omission by the subrecipient, its agents, servants, or employees related to services furnished by the subrecipient under this Agreement.

ARTICLE XIV – ALABAMA IMMIGRATION LAW

Compliance with the Alabama Immigration Law is required by the City of Dothan under this Agreement as a condition of receiving a grant, contract, or incentive performance from the City. Please refer to Exhibit B for specific requirements under the law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned representatives as of the day and year first above written.

CITY OF DOTHAN, ALABAMA

HUMAN RESOURCE DEVELOPMENT
CORPORATION

Mayor

Signature

Title

Attest

Attest

EXHIBIT A

February 1, 2016

Scope of Work

Human Resource Development Corporation – Building Improvement
Renovation of 601 North Saint Andrews Street

Estimated Costs

601 N. Saint Andrews

- 1) Cornice Renovation
Reconstruct upper cornice of building to overlap existing ledge, \$71,000.00
Install new stucco and metal clad cornice

EXHIBIT B

For official use only.

FORM

Received by _____, date _____.

E-Verify Affidavit

Compliance with the requirements of the Act is required for City of Dothan, Alabama contracts, grants and incentives as a condition of the contract, grant, or incentive performance.

Complete one of the affidavits below as applicable:

I, _____, a duly authorized officer or agent of _____ (contractor), do execute this affidavit on behalf of _____ (contractor) and, by executing this affidavit, the undersigned contractor verifies that it is a (check one):

- Sole proprietorship
- Partnership
- Corporation
- Other Business Entity

that has no employees.

OR

I, _____, a duly authorized officer or agent of _____ (contractor), do execute this affidavit on behalf of _____ (contractor) and, by executing this affidavit, the undersigned contractor verifies its compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (Code of Alabama (1975) § 31-13-9), stating affirmatively that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien and that the (check one):

- Sole proprietorship
- Partnership
- Corporation
- other Business Entity

which is contracting with or receiving grants or incentives from the City of Dothan has registered with and is participating and will participate during the performance of any contract with the City in the federal work authorization program known as "E-verify", web address <https://e-verify.uscis.gov/enroll>, operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the

Resolution No. _____ entering into an agreement with Housing Resource Development Corporation, continued.

Section 2. That the sum of \$71,000.00 be appropriated in FY2016 to the General Fund/Planning and Development/Other Services & Charges/Profession Services, Account Number 001-2735-527.30-36, Project #CD1503 for the provision of architectural and construction services for the Human Resource Development Corporation Coropration - Facility under the Community Development Block Grant 2015 Annual Action Plan No. B-15-MC-01-0010. This appropriation is to be funded by increasing the General Fund/Intergovernment Revenue/Grant Revenues/Community Development Funds, Account Number 001-0000-331.47-00 by the sum of \$71,000.00 in FY 2016.

Section 3. That the effective date of said agreement be the latter of October 1, 2015, or such date that 24 CFR Part 58 compliance is attained for release of CDBG funds by the U.S. Department of Housing and Urban Development.

Section 4. That Mike Schmitz, in his capacity as Mayor, is hereby authorized and directed to execute said agreement on behalf 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 City of Dothan, Alabama, will be assisting the DuBois Institute for Entrepreneurship through the budgeting of Community Development Block Grant Funds, for the purpose of rehabilitating two buildings at Aunt Katie's Community Garden, and

WHEREAS, the City of Dothan has informed the Department of Housing and Urban Development of our amendment to the City's 2015-2019 Consolidated Plan and 2015 Annual Action Plan to only provide rehabilitation assistance for Aunt Katie's Community Garden with no funding allocated for acquisition purposes, and

WHEREAS, the City of Dothan recognizes the need to support this program for low and moderate income families and persons, and

WHEREAS, the City of Dothan has budgeted the amount of \$42,500.00 under Community Development Block Grant 2015 Annual Action Plan No. B-15-MC-01-0010, for such purposes, and

WHEREAS, in order to continue the existing program it is necessary to enter into a subrecipient agreement between the City and the DuBois Institute for Entrepreneurship.

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

Section 1. That the City of Dothan enter into a subrecipient agreement with the the DuBois Institute for Entrepreneurship in the amount of \$42,500.00 for architectural and construction under the Community Development Block Grant Annual Action Plan for Program Year 2015, No. B-15-MC-01-0010, which said agreement follows:

State of Alabama

County of Houston

SUBRECIPIENT AGREEMENT

This Agreement, is made and entered into this _____ day of _____, 2016, by and between the City of Dothan, Alabama, hereinafter referred to as "Recipient", and the DuBois Institute for Entrepreneurship, Inc. hereinafter referred to as "Subrecipient", for and in consideration of the mutual covenants and considerations hereinafter contained.

WITNESSETH THAT:

The Recipient has been awarded grant funds by the U.S. Department of Housing and Urban Development (Project Number B-15-MC-01-0010) to be used for building improvements at the DuBois Institute for Entrepreneurship, Inc. – Aunt Katie’s Community Garden for the purpose of growing fresh food and providing nutritional education to low income persons of Dothan, Alabama.

The Subrecipient is chartered under the laws of the State of Alabama, Section 10-3A-1 et. seq. Code of Alabama of 1975, and in accordance with Section 501 (C) (3) of the Internal Revenue Code of 1954 as a public and charitable non-profit corporation; and that,

Regulations of the U.S. Department of Housing and Urban Development, 24 CFR Part 570, and especially §570.204, §570.503 provide for the Recipient to make grant funds available to Subrecipients for the purpose of implementing specific eligible activities; and that,

The Recipient desires to make Community Development Block Grant Funds (hereinafter referred to as "CDBG funds") available to the Subrecipient, in accordance with all regulations contained in 24 CFR Part 570 for the purpose of growing fresh food and providing nutritional education to low income persons.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

ARTICLE I – SCOPE OF PROGRAM

The Subrecipient agrees to make rehabilitate the existing structures located at 602 Linden Street and 654 Chickasaw Street in Dothan for Aunt Katie’s Community Garden. These buildings are to be used to provide fresh food and nutritional education to low income families and individuals in the Baptist Bottom Neighborhood. The services must be for a minimum period of ten (10) years in a manner consistent with policies set forth by the Board of Directors of the DuBois Institute for Entrepreneurship, Inc., a non-profit corporation, for purposes of this agreement the improvements shall include architectural and construction services. The DuBois Institute for

Entrepreneurship, Inc. must submit request for reimbursements no more than once a month and show full documentation for all expenses.

ARTICLE II – PROJECT BUDGET AND FINANCING

The Recipient and Subrecipient agree to provide funds for the DuBois Institute for Entrepreneurship, Inc. – Aunt Katie’s Community Garden to complete building improvements as follows:

Architectural and Construction Services.....\$42,500.00.

A budget is provided as Exhibit A.

ARTICLE III – TERM OF AGREEMENT

This agreement shall be effective as of October 1, 2015, and remain in effect from the effective date through September 30, 2025, at which time it shall terminate, unless terminated at an earlier date by mutual agreement of the parties hereto. In this 10 year time period, the DuBois Institute for Entrepreneurship, Inc. will continue to make available fresh food and provide nutritional education to low income families and individuals.

In addition, the City of Dothan has informed the Department of Housing and Urban Development of our amendment to the City’s 2015-2019 Consolidated Plan and 2015 Annual Action Plan to only provide rehabilitation assistance for Aunt Katie’s Community Garden with no funding allocated for acquisition purposes.

ARTICLE IV – IMPLEMENTATION SCHEDULE

It is agreed that project expenses may be incurred effective upon the successful selection of a contractor and/consultant through the City of Dothan’s bid process and the improvements shall be completed within a 12-month period from the date of this Agreement or until the funding is expended.

ARTICLE V – RECORDS AND REPORTS

The Subrecipient agrees to maintain all records relating to this agreement and activity implementation for a period of not less than three years from the date the activities are completed. It is agreed that the specific completion date shall be provided by Recipient in writing. Records and reports to be maintained include, but are not necessarily limited to the following:

- a) All financial records involving the deposit and expenditure of public and private funds maintained in a manner consistent with generally accepted accounting practices with clear audit trail.
- b) Filing system adequate to maintain all records as required throughout 24 CFR Part 570.

- c) Monthly report indicating current financial status of project activities including budgeted, obligated and expended funds, both recipient and subrecipient generated.
- d) An audit performed by a qualified independent auditing entity in conformance with requirements of OMB Circular A-133.

ARTICLE VI – PROGRAM INCOME

- a) For the purpose of this Agreement the term "Program Income" shall have the following meaning:
Gross income received by the subrecipient directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect percentage of CDBG funds used.
 - (1) Program income includes, but is not limited to the following:
 - (i) Proceeds from the disposition by sale or long term lease of real property purchased or improved with CDBG funds;
 - (ii) Gross income from the use or rental of real or personal property acquired by the recipient or a subrecipient with CDBG funds, less the costs incidental to the generation of such income;
 - (iii) Gross income from the use or rental of real property owned by subrecipient that was constructed or improved with CDBG funds, less the costs incidental to the generation of such income;
 - (iv) Payments of principal and interest on loans made using CDBG funds, if any;
 - (v) Proceeds from the sale of loans made with CDBG funds;
 - (vi) Proceeds from the sale of obligations secured by loans made with CDBG funds;
 - (vii) Interest earned on funds held in a revolving fund account;
 - (viii) Interest earned on program income pending disposition of such income; and
 - (b) Program Income Estimates. At the effective date of this agreement it is not anticipated that activities called for hereunder will generate any program income to be returned to the City.
 - (c) Recording program income. The recipient of program income as defined in (a) above, if any, shall be recorded as part of the financial transactions of the DuBois Institute for Entrepreneurship, Inc.
 - (d) Disposition of program income received by subrecipients. Program income, if any, shall be accumulated and recorded on a monthly basis. Income generated during the term of this

agreement and not expended in accordance with Article III, shall not be returned to the recipient, following the termination of this agreement.

ARTICLE VII – UNIFORM ADMINISTRATIVE REQUIREMENTS

It is thoroughly understood by the parties hereto that Subrecipient, at all times, will fully comply with all applicable uniform administrative requirements as found in 24 CFR Part 570.502, and any subsequent changes thereto during the life of this Agreement. It is further understood that recipient shall review the progress and performance of subrecipient at least once annually relative to conformance to terms of this agreement and all applicable regulations and requirements of the Housing and Community Development Act of 1974, as amended.

ARTICLE VIII – OTHER PROGRAM REQUIREMENTS

The Subrecipient agrees to conduct all activities as called for under this Agreement in complete compliance with all Federal laws and regulations as contained in Subpart K of 24 CFR Part 570 except that:

- (a) The subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR Part 570.604; and
- (b) The subrecipient does not assume the recipient's responsibility for initiating the review process under Executive Order 12372.

ARTICLE IX – TERMINATION FOR CAUSE OR CONVENIENCE OF RECIPIENT

The terms of this Agreement may be terminated if, in the sole opinion of the Recipient, the Subrecipient is determined to have failed to comply with any part of this Agreement; or if it is deemed in the best interest of the Recipient to terminate said Agreement; provided due notice is given to Subrecipient, and Subrecipient is not unjustly financially paralyzed for actions taken in good faith in accordance with all other terms and conditions of this Agreement.

ARTICLE X – TERMINATION FOR THE CONVENIENCE OF THE SUBRECIPIENT

The terms of this Agreement may be terminated if conditions arise, based on the opinion of the Subrecipient, that would prevent the completion of the work as called for in Article I, but limited to the following:

- (a) Inability of the Subrecipient to obtain affordable financing for project implementation.
- (b) Changes in regulations or policies of the U.S. Department of Housing and Urban Development that would create a hardship.
- (c) Any other circumstance that might arise that would make the project financially infeasible to implement.

ARTICLE XI – REVERSION OF ASSETS

- (a) Upon the expiration or termination of this Agreement, and failure to enter into a subsequent agreement the Subrecipient shall transfer any CDBG funds, program income or accounts receivable attributable to the prior use of CDBG funds to the Recipient.
- (b) Upon the expiration or termination of this Agreement, and failure to enter into a subsequent agreement any real property held by the Subrecipient that was acquired in whole or in part with Recipient funds in excess of \$25,000.00 shall be:
 - (i) Used to meet one of the national objectives found in 24 CFR Part 570.208 until five years after expiration of the agreement, or such longer period of time as determined appropriate by the Recipient; or
 - (ii) Is disposed of in a manner which results in the Recipient being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-Recipient funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with (i) above.

ARTICLE XII – AMENDMENT TO AGREEMENT

If, during the term of this Agreement, the parties hereto desire to amend any part of this Agreement including the scope of services and financing, said Agreement may be amended by written mutual agreement hereto.

ARTICLE XIII – HOLD HARMLESS PROVISION

The subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City. The subrecipient will save and hold harmless the City against liability resulting from any act, or omission by the subrecipient, its agents, servants, or employees related to services furnished by the subrecipient under this Agreement.

ARTICLE XIV – ALABAMA IMMIGRATION LAW

Compliance with the Alabama Immigration Law is required by the City of Dothan under this Agreement as a condition of receiving a grant, contract, or incentive performance from the City. Please refer to Exhibit B for specific requirements under the law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned representatives as of the day and year first above written.

CITY OF DOTHAN, ALABAMA

DUBOIS INSTITUTE
FOR ENTREPRENEURSHIP, INC.

Mayor

Signature

Title

Attest

Attest

EXHIBIT A

February 1, 2016

Scope of Work

Dubois Institute – Aunt Katie’s Garden

Renovation of 602 Linden and 645 Chickasaw Street

	Estimated Costs
602 Linden Street	
1) <u>Roof Renovation</u>	
Replace main roof –shingles	\$2,800.00
Replace roof framing, decking and insulation	\$7,840.00
2) <u>Porch Roof Renovation</u>	
Replace roofing and decking, keep framing	\$ 900.00
3) <u>Foundation Repair</u>	
Repair rotten rim joist and floor framing	\$1,500.00
 654 Chickasaw Street	
1) <u>Roof Renovation</u>	
Replace main roof –shingles	\$2,625.00
Replace roof framing, decking and insulation	\$7,350.00
2) <u>Front Porch Renovations</u>	
Replace framing and shingles	\$2,100.00
3) <u>Back Roof Renovations</u>	
Remove back porch, leave bathroom	\$ 750.00
4) <u>Exterior Siding Renovation</u>	
Replace exterior siding (hardie siding & vapor barrier)	\$7,040.00
Replace soffit and fascia	\$1,840.00
5) <u>Exterior Opening Replacement</u>	
Replace windows and exterior trim	\$3,150.00
Subtotal	\$37,895.00
Architectural fees, permits and licenses, waste management, temporary facility, contractor’s advertising cost	\$4,605.00
Total Cost	\$42,500.00

EXHIBIT B

For official use only.

FORM

Received by _____, date _____.

E-Verify Affidavit

Compliance with the requirements of the Act is required for City of Dothan, Alabama contracts, grants and incentives as a condition of the contract, grant, or incentive performance.

Complete one of the affidavits below as applicable:

I, _____, a duly authorized officer or agent of _____ (contractor), do execute this affidavit on behalf of _____ (contractor) and, by executing this affidavit, the undersigned contractor verifies that it is a (check one):

- sole proprietorship
- Partnership
- Corporation
- Other Business Entity

that has no employees.

OR

I, _____, a duly authorized officer or agent of _____ (contractor), do execute this affidavit on behalf of _____ (contractor) and, by executing this affidavit, the undersigned contractor verifies its compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (Code of Alabama (1975) § 31-13-9), stating affirmatively that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien and that the (check one):

- Sole proprietorship
- Partnership
- Corporation
- other Business Entity

which is contracting with or receiving grants or incentives from the City of Dothan has registered with and is participating and will participate during the performance of any contract with the City in the federal work authorization program known as "E-verify", web address <https://e-verify.uscis.gov/enroll>, operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the

Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions of the Alabama Immigration Act.

The undersigned further represents that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Dothan, Alabama, that the Contractor will secure from such subcontractor(s) verification of compliance with Code of Alabama (1975) § 31-13-9 in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dothan, at the time the subcontractor is retained to perform such services.

E-Verify Employment Eligibility Verification User Identification Number

Name of Contractor

Signature of Authorized Officer or Agent of Contractor

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me on this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

Resolution No. _____ entering into an agreement with the DuBois Institute for Entrepreneurship, continued.

Section 2. That the sum of \$42,500 be appropriated in FY2016 to the General Fund/Planning and Development/Other Services & Charges/Profession Services, Account Number 001-2735-527.30-36, Project #CD1503, for the provision of architectural and construction services for the Aunt Katie's Community Garden under the Community Development Block Grant 2015 Annual Action Plan No. B-15-MC-01-0010. This appropriation is to be funded by increasing the General Fund/Intergovernment Revenue/Grant Revenues/Community Development Funds, Account Number 001-0000-331.47-00, Project by the sum of \$42,500 in FY 2016.

Section 3. That the effective date of said agreement be the latter of October 1, 2015, or such date that 24 CFR Part 58 compliance is attained for release of CDBG funds by the U.S. Department of Housing and Urban Development.

Section 4. That Mike Schmitz, in his capacity as Mayor, is hereby authorized and directed to execute said agreement on behalf 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. _____

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 Pole Attachment Agreement with Wayne Farms, LLC, which said agreement follows:

**LICENSE
FOR ATTACHMENTS OF PROPERTY
TO THE UTILITY POLES AND OTHER FACILITIES OF**

City of Dothan

BY

Wayne Farms, LLC

January 25, 2016

**LICENSE
FOR ATTACHMENTS OF PROPERTY
TO THE UTILITY POLES AND OTHER FACILITIES OF
City of Dothan**

**BY
Wayne Farms, LLC**

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LICENSE
FOR ATTACHMENTS OF PROPERTY
TO THE UTILITY POLES AND OTHER FACILITIES OF
City of Dothan

THIS AGREEMENT, made as of the ___ day of _____, 20__ by and between the City of Dothan, (hereinafter "Licensor"), and Wayne Farms, LLC, (hereinafter "Licensee"), (hereinafter, this "Agreement" or this "License").

WITNESSETH:

WHEREAS, Licensee wishes to attach wires, lines, cables, appliances and equipment, including but not limited to equipment and facilities used to provide multi-channel cable television service, to the poles, anchors and other facilities owned by the Licensor: and

WHEREAS, to the extent that it may lawfully do so, and subject to the terms and conditions of this License, Licensor is willing to permit the attachment of Licensee's wires, lines, cables, facilities, appliances and equipment to Licensor's poles, anchors and other facilities if, in Licensor's judgment, such use will not interfere with its own electric utility and other service requirements or the service of other authorized occupants and users of Licensor's poles, anchors and facilities, including considerations of economy and safety, and if Licensee fully and completely protects and indemnifies Licensor from and against any and all costs or damages, including any damages arising from claims by other parties, by virtue of such use of Licensor's poles, anchors and other facilities by Licensee, not attributable to the negligent or willful misconduct of Licensor, its agents, employees;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, Licensor and Licensee hereby covenant and agree as follows:

1. **Scope of Agreement**

(a) **Issuance of Licenses.** Subject to the provisions of this Agreement, the Licensor will issue to Licensee, for any lawful communications purpose, non-exclusive licenses authorizing the making of Attachments to the Licensor's utility poles, anchors and other facilities within the assigned service area of the Licensor's electric utility system. For purposes of this Agreement, the term "Attachment" shall mean any wire, line or apparatus attached to a pole, anchor or other facility owned by the Licensor, including but not limited to, cables, service drops, power supplies, amplifiers, pedestals, bonding wires, over lashings (i.e., affixing an additional cable or wire owned and operated by Licensee to a cable or wire owned and operated by Licensee already attached to a pole; any proposed over lashing shall be subject to the application process and all other provisions of this License, and Licensee shall not allow third party over lashing without the Licensor's prior written approval), guy wires and anchors required to support unbalanced loads. A single Attachment includes the vertical space on the pole 6" above and 6" below the point of contact. Any apparatus or facilities located fully or partly outside this vertical space shall constitute an additional Attachment or Attachments. Each thru-bolt type Attachment where the pole is drilled and bolted to support cable and messenger will count as a separate Attachment without respect to separator. Where only one bolted Attachment is affixed to the Licensor's pole, and service wires installed on "J-hooks" are located within a space consisting of a total of 12 inches either above or below (but not both) of the bolted Attachment, such locations shall be counted as a single Attachment. Notwithstanding any other provision of this Agreement, no license granted pursuant to this License shall authorize making of Attachments for use in wireless communications. All licenses granted under this Agreement shall be revocable in accordance with the provisions of this Agreement.

(b) No Ownership or Property Rights Granted in Licensor's Poles; Attachments Not Fixtures. No use, however extended, of Licensor's poles anchors, or other facilities or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in said poles, anchors or other facilities, or create or vest in Licensor any ownership or property rights in Licensee's Attachments. Licensee's rights therein shall be and remain a mere revocable license, and in no event shall any of Licensee's Attachments become a fixture to any real property. Nothing herein contained shall be construed to compel Licensor to construct, retain, extend, place or maintain any facilities not needed for its own service requirements.

(c) Other Agreements/Licenses. It is recognized by the Licensee that the Licensor has heretofore entered into, or may in the future enter into, agreements and arrangements with others not parties to this Agreement regarding the poles, anchors and other facilities covered by this Agreement. Nothing herein contained shall be construed as a limitation, restriction or prohibition against Licensor with respect to such other agreements and arrangements.

(d) Joint – Use Agreements. The rights of the Licensee also shall at all times be subject to any present or future Joint-Use Arrangement between Licensor and any other party regarding use of the facilities covered herein.

2. Application/Issuance of Permits.

(a) Application. Before making Attachment to or use of any pole, anchor or other facilities of Licensor, Licensee shall make written application therefor in the form required by Licensor, as such form may be revised from time to time by Licensor not less than 30 days prior to the proposed date of making the Attachment. Licensee shall attach to each application submitted to Licensor detailed construction plans and drawings for each pole line where Licensee desires to make Attachments, together with maps adequate to enable Licensor to identify and locate the poles, and other facilities that Licensee desires to attach to, the number, character and weight of the Attachments and the size (or tensile strength) of the support strand.

(b) Application Fee. There will be an application fee of five dollars (\$5.00) per Attachment, to be paid by Licensee at the time of application. If Licensor's field check reveals that a pole, anchor, or other facility proposed to be attached to does not belong to Licensor, the associated application fee shall be reimbursed to Licensee.

(c) Issuance of Permit. If the proposed Attachment is acceptable to Licensor based on (i) adherence of the proposed Attachment to the safety guidelines and requirements set forth herein, and (ii) availability of space on any pole, anchor or facility allowing for Licensor's and other licensees' use and Licensor's plans for use in its discretion of any pole, anchor or facility, a permit therefor will be granted to the Licensee by the Licensor. Only after a permit has been granted authorizing the proposed Attachment or Attachments in writing shall Licensee make any Attachment to Licensor's pole, anchor or facilities.

3. Specifications for Attachments/Adherence to Applicable Codes

(a) Installation/Maintenance of Attachments. Licensee shall, at its own expense, make and diligently maintain its Attachments in a safe condition and in thorough repair and in a manner satisfactory to Licensor based wholly on compliance with the requirements of the then most current edition or revision of the National Electrical Safety Code, the Telcorda Technologies, Inc., (formerly Bellcore) Manual of Construction Practices (Bell Blue Book) and, where applicable, the National Electrical Code, respectively (hereinafter sometimes referred to collectively as "Code"), and any other construction standards and requirements adopted or promulgated by the Licensor from time-to-time for Attachment to and use of Licensor's facilities. In the event of a conflict between two (2) or more of these standards relating to a particular matter, that which provides the greatest protection to all affected parties and the public shall control, and in the event of any dispute or disagreement as to which of two or more conflicting standards shall be deemed to afford the greatest protection to affected parties and the public, the Licensor's determination shall control.

(b) Non-Interference. Further, Licensee's wires, lines, cable, appliances and equipment shall never be installed or maintained in such a manner as to interfere with the use of said poles, anchors and facilities by Licensor or by other permitted licensees using said poles.

(c) Priority of Licensor and Existing Occupants. The Licensor and any other existing occupants of the Licensor's poles, anchors and other facilities will have priority over any applicant for new or additional Attachments necessitated by the provision of new or different service.

(d) Removal and Relocation of Attachments. Licensee shall, at any time directed by Licensor and at Licensee's own expense, remove, relocate, replace, or renew the Licensee's Attachments to Licensor's poles, anchors or other facilities, or transfer them to new or substituted poles, or perform any other work in connection with the said Attachments that may be required by Licensor; provided, however, that in cases of emergency, as determined by Licensor, and in instances in which the Licensor has requested that Licensee remove its Attachments and Licensee has failed to remove them within the prescribed time, Licensor may arrange to remove, relocate, replace or renew Licensee's Attachments on said poles, anchors and other facilities, including for the service needs of Licensor, and Licensee shall, on demand, reimburse Licensor for the expense thereby incurred.

(e) Time for Completion; Delay/Liquidated Damages. Except (1) in cases of emergency in which such work shall be completed within a shorter time as determined and prescribed by Licensor, and (2) in cases of abandonment of poles, anchors or facilities by Licensor in which the work shall be completed within sixty (60) days of Licensor's written notice as provided in Section 13, such work as requested of Licensee by Licensor shall be completed within ninety (90) days of receipt of Licensor's written direction to remove, relocate, replace or renew Licensee's Attachments. If Licensee fails to complete said work within this period, and if Licensee fails to obtain a written extension of this time period from Licensor (e.g., due to extenuating circumstances acknowledged and excused in writing by Licensor), then, in addition to out-of-pocket expenses incurred by Licensor and reimbursement of the gross hourly compensation paid to Licensor's own employees directly engaged in removing, relocating, replacing or renewing Licensee's Attachments as provided above, and as liquidated damages for Licensor's time and attention to monitoring the status of the removal, relocation, replacement and renewal of Licensee's facilities, in communication with Licensee about the status and delay of same, and in arranging and supervising the removal, relocation, replacement and renewal of Licensee's Attachments, it being acknowledged and conceded by the parties that such damages are difficult to measure exactly, Licensor shall invoice Licensee and Licensee shall pay Licensor \$100 per week or part of week per affected Attachment, until the requested work has been completed.

(f) Acquisition of Rights-of-Way; Easements. Licensor does not warrant or assure Licensee of any right-of-way or easement privilege authorizing Licensee's Attachments and expressly disclaims any representation or implied warranty of any such right-of-way or easement privilege. If at any time Licensee shall, by virtue of the absence of a right-of-way or easement privilege, be prevented from placing or maintaining its Attachments on Licensor's poles, anchors or facilities, (1) Licensee should be solely responsible for obtaining at its own expense all required rights-of-way or easements from all landowners to permit the Licensee to install and maintain its Attachments and (2) no liability shall attach to Licensor.

(g) Authority for Provision of Service; Business, License, Franchise Agreement. Licensee shall be solely responsible to apply for and obtain all licenses, permits or other authorizations required to provide its service or to use, operate, and maintain its Attachments. If Licensee is denied any required license, permit or authorization, Licensee may, upon notice to Licensor, terminate any permit granted hereunder which was predicated upon the grant of the affected License, permit or authorization. However, no termination by Licensee under this section shall entitle Licensee to any refund of application fees. The Licensee shall maintain a current business license and franchise agreement in each municipality in which Licensee makes Attachments to Licensor's poles, anchors or other facilities. Licensee's failure to maintain a current business license or franchise agreement as provided herein shall constitute a material breach for which Licensor shall be entitled to terminate this Agreement in the manner provided in Section 19.

(h) Compliance with Applicable Law. In performing any work on Licensor's poles, anchors and other facilities, Licensee and its contractors, agents and employees shall comply with applicable federal and state laws, orders, policies, rules, regulations, ordinances and procedures governing work in proximity to energized electric lines and telecommunications facilities, including without limitation, those promulgated by the Occupational Safety and Health Administration.

(i) Location of Attachments. All Attachments to Licensor's poles, anchors or other facilities shall be made at locations as the Licensor may specify in a given instance in granting a permit.

4. **Compliance with License and Applicable Codes; Correction of Deficiencies.**

(a) **Compliance.** Licensee's wires, lines, cables, appliances, and equipment in each and every location, shall be erected and maintained in accordance with the requirements set forth in paragraph 3 of this License. It shall be the responsibility of Licensee to be conversant with the latest editions of the applicable codes and regulations and to make all Attachments in accordance therewith. Licensee shall also at all times comply with any lawful rules or orders now in effect or that hereafter may be issued by any other authority having jurisdiction over said poles, anchors or facilities. Licensee shall notify Licensor in writing any new or replacement Attachments so that Licensor may inspect the work within 30 days of completion of installation.

(b) **Inspection.** If, at any time during the term of this License, the Licensor shall deem it necessary to perform a compliance inspection related to the Attachments to its facilities by Licensee, and should such inspection identify any non-compliance with the requirements contained within this License, Licensee shall reimburse Licensor for the actual cost of such inspections within thirty (30) days of Licensor's written request for reimbursement.

(c) **Correction of Deficiencies.** If construction or Code deficiencies or instances of noncompliance with the requirements contained in this License are noted, as determined by Licensor, Licensee shall correct such deficiencies within thirty (30) days after receipt of written notification from Licensor; provided, however, that in cases of emergency and in instances in which Licensor has notified Licensee to correct construction deficiencies or instances of noncompliance with the requirements contained in this License and Licensee has failed to correct such deficiencies or instances of noncompliance within the time herein specified, as determined by Licensor, Licensor may arrange to correct such deficiencies or instances of noncompliance and Licensee shall, on demand, reimburse Licensor for the expense thereby incurred. If Licensee fails to complete said work within the period herein specified, and if Licensee fails to obtain a written extension of this time period from Licensor (e.g., due to extenuating circumstances acknowledged and excused in writing by Licensor), then in addition to out-of-pocket expense incurred by Licensor in correcting such construction deficiencies or instances of noncompliance as provided above, and as liquidated damages for Licensor's time and attention to monitoring the status of the correction of the deficiencies, in communicating with the Licensee about the status of the correction of the deficiencies, and in arranging and supervising the correction of the deficiencies, it being acknowledged and conceded by both parties that such damages are difficult to measure exactly, Licensor shall invoice and Licensee shall pay \$100 per week per pole, anchor or other facility involved, until the requested work has been completed.

5. **Modifications in Accommodation of Attachments.**

(a) **Notification of Need for Modifications.** In the event that any pole, anchor or facilities of the Licensor to which Licensee has made or desires to make Attachments is inadequate to support the wires, lines, cable, appliances and equipment of Licensee in accordance with the aforesaid requirements of paragraphs 3 and 4 of this License, for any reason, including without limitation, relocation of Licensor's pole line or affected pole. Licensor will notify the Licensee of any changes necessary to provide adequate pole space and the estimated cost thereof.

(b) **Expense of Modifications.** If following notification of need for modification, Licensee desires to make or maintain the Attachments, it shall, within 30 days of the notice of need for modification, notify the Licensor in writing and Licensee shall within thirty (30) days of written demand by Licensor, reimburse Licensor for all actual costs incurred by Licensor in making such changes. Where Licensee's Attachments or desired Attachments can be accommodated on present poles of Licensor by rearranging Licensor's facilities thereon, Licensee shall compensate Licensor for the actual fully-allocated expense incurred in completing such changes or rearrangements. Licensee will also, on demand, reimburse each of the other owner or owners of other facilities attached to said poles for any expense incurred by them in transferring or rearranging said facilities, provided that such changes are necessary as a result of new Attachments by Licensee. Any straightening of poles or guying required to accommodate the Attachments of Licensee in accordance with this Section 5 shall be provided by and be at the sole expense of Licensee and to the satisfaction of the Licensor based on the need for compliance with the requirements contained in Section 3 of this License.

6. **Priority of Licensor's Service. No Liability for Interruption of Licensee's Service.**

(a) Licensor's Service. Licensor reserves to itself, its successors and assigns the right at all times to maintain its poles and to operate its facilities thereon in such a manner as will best enable it to fulfill its own service requirements as the first and foremost consideration.

(b) Interruption of Licensee's Service. Licensor shall not be liable to Licensee or Licensee's customers for any interruption to service of Licensee or Licensee's customers or for the interference with the operation of the lines, cables, wires, appliances, equipment and facilities of Licensee arising in any manner out of the use of Licensor's poles, anchors or facilities hereunder, including any effects undesirable to Licensee which the presence, breakdown, operation, maintenance, alteration of, or additions to, the lines or other facilities of Licensor other licensees or those jointly using Licensor's poles may have upon the Attachments or the transmissions of Licensee.

7. **Annual License Fee.**

(a) Annual Amount. In exchange for the license to attach to and use Licensor's poles and other facilities, as permitted by Licensor in each instance upon written application of Licensee as provided in Section 2 of this License, Licensee shall pay to Licensor, a license fee of \$16.00 dollars per Attachment other than anchors, per year or part of year. Said license fee shall be payable annually in arrears on the 1st day of the new year. Invoices shall be paid no later than 30 days after the date of invoice. This agreement shall be in effect for a period of three (3) years from the effective date of this License, and shall continue from year-to-year thereafter unless terminated by either party giving to the other one (1) year's notice in writing of intention to terminate at the end of the initial term or the applicable renewal term as the case may be.

(b) Audits. Audits shall be performed by Licensee and results provided to Licensor every five (5) years, during the third quarter of the calendar year.

(c) Certification of Count in Subsequent Audits. At the conclusion of each audit provided herein, Licensee shall certify to Licensor the actual number of poles to which Licensee is attached as well as the actual number of additional Attachments Licensee has made for purposes of guying or for any other purpose. Certification shall be made to Licensor by a duly authorized officer of Licensee. Quantity of poles, anchors, and Attachments to other facilities used for license fee billing in non-audit years shall be as calculated by adding to the totals from the next-preceding audit, the number of Attachments for which permits have been issued since the next- preceding audit, decreased by the number of locations where Attachments were removed during this period (i.e., and not replaced), and increased by the number of Attachments, if any, made without permit; provided, however, that Licensor's acceptance of payment of the license fee applicable to Attachments made without Licensee's having obtained a permit therefor, if any, nonetheless shall not constitute waiver by Licensor of the requirement that Licensee obtain a permit for the affected Attachments or any other conditions or requirements applicable thereto.

(d) Licensor's Authority to Audit Attachments. Licensor shall always have the right to audit Attachments at any time for purposes of determining the correctness of payments due under this License and for compliance with applicable safety requirements and standards. In the event such audit reveals Attachments not permitted and/or for which Licensor has not been paid in accordance with this License, Licensee shall reimburse Licensor for all of Licensor's fully allocated costs attributable to the audit and the collection of any unpaid or underpaid license fee amounts.

8. **Attachments to Anchors.**

Notwithstanding any other provision of this License, no Attachment to any of Licensor's anchors may be made without the express written permission of Licensor on an individual anchor-by-anchor basis. In the event Attachment to Licensor's anchors is permitted.

9. **Damage to Licensor's Facilities.**

Licensee shall at all times exercise best efforts and due diligence to avoid damage to poles, anchors and other facilities of Licensor and of others using Licensor's poles and facilities, and hereby assumes all responsibility for any and all loss and for any damage thereto caused by Licensee, its employees, contractors, subcontractors or agents. Licensee shall make an immediate report to Licensor of the occurrence of any damage and hereby agrees to reimburse Licensor fully for any expense Licensor incurs in making repairs to poles, anchors and other facilities damaged by Licensee.

10. **Damages to Third Parties and Their Property; Licensee's Indemnification of Licensor.**

(a) **Indemnification of Licensor.** Licensor shall not at any time be required to pay from its own funds for injury or damage occurring to any person or property from any cause whatsoever arising out of Licensee's Attachments to Licensor's poles, anchors or other facilities or Licensee's construction, reconstruction, maintenance, repair, use, operation or dismantling of Licensee's cable system or facilities. Licensee shall, at its sole cost and expense, at all times and in all circumstances indemnify, defend, protect and hold harmless Licensor, and all associated, affiliated, allied and subsidiary entities of Licensor, its and their respective officers, boards, commissions, employees, contractors, subcontractors, attorneys or agents (Licensor and such other persons and entities being collectively referred to herein as "Indemnitees"), from and against (i) any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses, expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants) and demands, which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of, or attributable in whole or in part to, the presence of Licensee's property on Licensor's poles, anchors and facilities, or any act or omission of Licensee, its personnel, employees, agents, contractors, subcontractors or affiliates, resulting in economic harm, personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, which may arise out of or be in any way connected with Licensee's attachment of its wires, lines, cables, facilities, equipment and appliances to Licensor's poles, anchors or other facilities or the construction, reconstruction, installation, operation, maintenance or condition of Licensee's cable system or other property of Licensee or its affiliates or Licensee's failure to comply with any Federal, state or local statute, law, code, ordinance or regulation; and (ii) any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Licensee, its contractors or subcontractors for Licensee's Attachments to Licensor's poles, anchors or other facilities or the installation, construction, reconstruction, operation or maintenance of the Licensee's cable system, and, upon the written request of Licensor, Licensee shall cause such claim or lien covering Licensor's property to be discharged or bonded within thirty (30) days following such request. Licensee's obligation to indemnify Indemnitees under this License shall extend to claims, losses, and other matters covered hereunder that are caused or contributed to by the negligence of one or more Indemnitees. However, in such case the obligation to indemnify shall be reduced in proportion to the negligence of the Indemnitees. Licensee undertakes and assumes for its officers, agents, contractors and subcontractors and employees (collectively, also "Licensee" for the purpose of this Section 10), all risk of dangerous conditions, if any, on or about any Licensor-owned or controlled property, and public ways, and Licensee hereby agrees to indemnify and hold harmless the Indemnitees against and from any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitee's gross negligence) arising out of Licensee's Attachments to Licensor's poles, anchors or other facilities or Licensee's installation, operation, maintenance or condition of the cable system or other property or Licensee's failure to comply with any Federal, state or local statute, law, code, ordinance or regulation.

(b) Defense of Suit. In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Licensee shall, upon notice from any of the Indemnitees, at Licensee's sole cost and expense, resist and defend the same with legal counsel selected by Licensee and consented to by Licensor, such consent not to be unreasonably withheld; provided, however, that Licensee shall not admit liability in any such matter on behalf of the Indemnitees without their written consent and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Licensee.

(c) Licensor's Authority to Defend Through Own Counsel; Licensee's Payment of Expenses. The Indemnitees shall give Licensee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the Licensee's obligation to indemnify the Indemnitees under the License. Nothing herein shall be deemed to prevent the Indemnitees from cooperating with the Licensee and participating in the defense of any litigation by their own counsel. Licensee shall pay all expenses incurred by the Indemnitees in defending themselves with regard to any such actions, suits or proceedings. These expenses shall include out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by their counsel and the actual expenses of the Indemnitee's agents, employees or expert witnesses, and disbursements and liabilities incurred or assumed by the Indemnitees in connection with such suits, actions or proceedings but shall not include attorneys fees for services that are unnecessarily duplicative of services provided the Indemnitees by Licensee.

(d) No Waiver of Statutory Limitations on Licensor's Liability. Nothing contained in this License shall constitute (i) a waiver or renunciation by the Licensor of the limitations upon the maximum amounts of damages recoverable against the Licensor (whether as primary obligor, or as indemnitor) under the provisions of § 11-93-2, Code of Alabama 1975, as amended, or any existing or subsequent statute of similar import, or (ii) a waiver or renunciation by the Licensor (whether as primary obligor, or as indemnitor) of the benefits or protections afforded the Licensor under the provisions of § 11-47-191, Code of Alabama 1975, as amended, or any existing or subsequent statute of similar import.

(e) Survival of Provisions. The provisions of this Section 10 shall survive the termination of this License.

11. Insurance.

(a) Commercial General Liability Insurance. During the term of this License, plus any time after the term during which removal of the Licensee's Attachments from the Licensor's poles, anchors and facilities is being completed, Licensee shall carry or cause to be maintained at Licensee's sole cost and expense, public liability insurance (*i.e.*, commercial general liability insurance) to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every name and nature which may arise or result directly or indirectly, from or by reason of such loss, injury or damage. The amounts of such insurance against liability due to damage to property, to injury or death of persons as to any one accident shall be in the minimum amount of Five Million Dollars (\$5,000,000.00) or in such greater amount as Licensor shall from time to time deem necessary based on the facts and circumstances at the time.

(b) Liability Insurance for Sudden and Accidental Environmental Contamination. During the term of this License, plus any time after the term during which removal of the Licensee's Attachments from the Licensor's poles, anchors and facilities is being completed, Licensee shall carry or cause to be maintained at Licensee's sole cost and expense, liability insurance for sudden and accidental environmental contamination with minimum limits of Five Million Dollars (\$5,000,000) and providing coverage for claims discovered within three (3) years after the term of the policy.

(c) Automobile Liability Insurance. During the term of this License, plus any time after the term during which removal of poles, anchors and facilities is being completed, Licensee shall carry or cause to be maintained at Licensee's sole cost and expense, automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Licensee, its employees and agents, with liability insurance with minimum limits of Two Million Dollars (\$2,000,000) as the combined single limit for each occurrence for bodily injury and property damage.

(d) Workmen's Compensation. Licensee shall also provide evidence of such insurance as will protect it and Licensor from any and all claims under any applicable, Workmen's Compensation Laws of the State of Alabama.

(e) Conditions Applicable to Insurance. All insurance required shall be kept in force by Licensee for the entire life of this License and the company or companies issuing such insurance shall be rated AAA or the equivalent by A.M. Best or an equally reputable rating firm and be duly licensed under the insurance laws of the State of Alabama. Licensee shall name Licensor as an additional insured party under said policies and shall submit to Licensor a certificate of insurance showing that the policy is current and in effect and covers all liabilities of Licensee under this License. Licensee agrees that it will not cancel, change, or fail to renew any policy of insurance issued to Licensee, except upon sixty (60) days prior written notice to Licensor, and in the event of cancellation, Licensee shall immediately replace said insurance policy with one of equal or greater coverage. All insurance policies maintained pursuant to this License shall contain an endorsement stating, "At least sixty (60) days prior written notice shall be given to Licensor by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail to the Licensor. "

(f) Deductibles. All insurance policies may be written with deductibles but may not be written with retainages. No deductible shall exceed Fifty Thousand Dollars (\$50,000), unless approved in advance by the Licensor in writing. Licensee agrees to indemnify and save harmless the Indemnitees from and against the payment of any deductible and from the payment of any premium on any insurance policy required by this License to be furnished.

(g) Contractors and Subcontractors. Licensee shall require that each and every one of its contractors and their subcontractors carry, in full force and effect, workmen's compensation, commercial general liability, environmental contamination liability and automobile liability insurance which complies with all terms of this Section 11. In the alternative, Licensee, at its expense, may provide such coverages for any or all of its contractors or subcontractors (such as by adding them to Licensee's policies); but if Licensee does so it shall provide evidence of same in writing to Licensor.

(h) Policies Maintained by Licensee to be Primary Policies; No Limitations on Stacking of Limits. All policies of insurance shall be issued without limitations on stacking of limits. As between the Indemnitees on the one hand, and the Licensee on the other hand, if more than one policy of insurance does or may apply to a given claim or matter, then the policy maintained by Licensee pursuant to this License shall be deemed the primary policy, and that policy shall contain a provision that states that it is the primary policy as opposed to any other policy of insurance that may apply to the Indemnitees on any given claim or matter. The term "policy of insurance" as applied to the Indemnitees shall include any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of, Indemnitees, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of Indemnitees. Each policy of insurance required to be maintained hereunder shall contain a waiver of all rights of recovery or subrogation against the Indemnitees.

12. **Elective Removal of Attachments by Licensee.**

Licensee may at any time remove its Attachments from any pole or poles, anchors or other facilities of Licensor, provided that Licensee provides Licensor written notice of intent to remove the Attachments at least thirty (30) days prior to such removal. Licensee shall notify the Licensor of completion of removal of the Attachments within 30 days of completing the same, and any work performed under this paragraph shall be subject to inspection of such work by Licensor to assure that any poles, anchors or facilities of Licensor are left in suitable and safe condition. No refund of any rental will be due on account of such removal.

13. **Abandonment of Poles, Anchors or Facilities by Licensor.**

(a) Removal of Attachments. If Licensor desires at any time to abandon any pole, anchor or facility to which Licensee has Attachments, Licensor will give Licensee notice in writing to that effect at least thirty (30) calendar days prior to the date on which it intends to abandon such pole(s), anchor or facilities. If Licensee Attachments are not removed at the time of abandonment, Licensee's Attachment license for said abandoned poles, anchors or facilities shall terminate and Licensor may, at its sole discretion, may remove Licensee's Attachments. Licensee shall be billed for Licensor's costs of said removal and Licensee shall indemnify and save harmless the Licensor from all obligation, liability, damages, costs, expenses or charges incurred because of or arising out of the removal of Licensee's Attachments.

(b) Time for Completion, Delay/Liquidated Damages. Except in cases of emergency in which such work shall be completed within a shorter time as determined and prescribed by Licensor, Licensee's Attachments shall be removed within sixty (60) days of receipt of Licensor's written notice of its intention to abandon a pole, anchor or facility. If Licensee fails to complete removal of its Attachments within this period and if Licensee fails to obtain a written extension of this time period from Licensor (e.g., due to extenuating circumstances acknowledged and excused in writing by Licensor), then, in addition to out-of-pocket expenses incurred by Licensor and reimbursement of the gross hourly compensation paid to Licensor's own employees directly engaged in removing or relocating Licensee's Attachment as provided above, and as liquidated damages for Licensor's time and attention to monitoring the status of the removal or relocation of Licensee's Attachments, in communication with Licensee about the status and delay of same, and in arranging and supervising the removal or relocation of Licensee's Attachments, it being acknowledged and conceded by the parties that such damages are difficult to measure exactly, Licensor shall invoice Licensee, and Licensee shall pay Licensor, \$100 per week or part of week per Attachment, until the affected Attachments have been removed or relocated.

14. **Payment.**

All statements of amounts due to Licensor for reimbursement of expenses and other charges under this License shall be payable no later than thirty (30) days after their presentation to Licensee. A failure to pay any such invoice shall constitute a material default of this License and be grounds for termination of the License.

15. **No Waiver.**

Failure to enforce or insist upon compliance with any of the terms or conditions of this License shall not constitute a waiver or relinquishment of any terms or conditions of this License, but the same shall be and remain at all times in full force and effect. No claim of acquiescence, whether based on active or tacit acquiescence, shall be enforceable under this License for reasons of a lack of prompt enforcement of terms or conditions of the License by Licensor.

16. **License Not Exclusive**

Nothing herein contained shall be construed as affecting, nor shall it affect, the rights or privileges previously conferred by Licensor, by contract or otherwise, to others who are not parties to this License, to use any poles, anchors or facilities covered by this License; and Licensor shall have the right to continue and extend such rights and privileges to others provided that future additional grants do not affect the License of Licensee during the term of the License. The Attachment privileges herein granted shall at all times be subject to such existing contracts and arrangements with other parties.

17. **No Obligation to Maintain Poles, Anchors, Other Facilities, Easements or Rights-of-Way Not Needed for Licensor's Service Requirements.**

Subject only to applicable law and the procedural requirements set forth in this License, nothing herein contained shall be construed to compel Licensor to maintain any poles, anchors, facilities, easements or rights-of-way or for Licensor's License to extend for a period longer than demanded or necessitated by Licensor's own service requirements.

18. **Amendment of Prior Agreements.**

Upon its execution, this License shall become effective as of _____, 20¹⁶, and shall continue in effect until termination of the License in accordance with applicable terms and procedures set forth herein.

All existing agreements relating to Attachments to Licensor's poles, anchors and other facilities between the parties hereto are by mutual consent, amended and superseded by this Agreement, effective as of the effective date of this Agreement.

19. **Termination by Licensor.**

In the event of default or material breach of this License by Licensee, Licensor shall have the right to revoke or terminate the License or permits granted to Licensee at any time by giving Licensee ninety (90) days written notice of the termination of the License. After termination, Licensee shall immediately remove its property from all poles, anchors and other facilities of Licensor. If Licensee's facilities are not so removed, Licensor shall have the right to remove them at the sole cost and expense of Licensee and without any liability therefor, and Licensee shall pay all actual costs and expenses within thirty (30) days after presentation of an invoice for such costs and expenses.

20. **Adjustment of Prior Year's Rental.**

Beginning with the expiration of 2016 within sixty (60) days prior to the expiration of each calendar year, Licensor shall make a determination concerning any necessary adjustment to the prior year's aggregate pole, anchor and other facilities Attachment rental and shall notify Licensee in writing of any adjustment no later than thirty (30) days prior to the expiration of the calendar year.

21. **Late Payment.**

Any failure by Licensee to pay the aggregate annual rental, an invoice for reimbursement of expenses of Licensor or liquidated damages as provided herein, shall result in application of a late payment fee of fifteen percent (15%) of said amount, and interest at the rate of one percent (1%) per month, or fraction thereof, said fee and interest to be calculated from the original due date to the date of payment. Notwithstanding this provision, any failure to pay any amount due in full when due shall constitute a material breach of this License.

22. **Assignment.**

Licensee shall not under any condition assign, transfer or sublet the privileges hereby granted without the prior written consent of Licensor.

23. **Notice.**

Any notice hereunder may be given only in writing, by United States Mail, Certified or Registered, Return Receipt Requested, postage prepaid, or by any other means that results in a proof of delivery.

If given to Licensor, addressed to:

DOTHAM UTILITIES
200 KILGORE DR
DOTHAM, AL 36301-4920

If given to Licensee, addressed to:

Wynne Evans
808 Ross Clark Circle
Dothan, AL 36303
334-702-6200

24. **Force Majuere.**

Neither party shall be liable for any delay or failure in performance of any part of this License other than payment of an amount due hereunder if due to a cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, work stoppages, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, or other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts of omissions of transportation carriers.

25. **Governing Law.**

All disputes that may arise from, out of, under or respecting the terms and conditions of this License or concerning the rights or obligations of the parties hereunder or respecting any performance or failure of performance by either party hereunder, shall be governed by the laws of the State of Alabama, without application of any Conflict of Laws provisions. The sole and exclusive venue for all actions that may arise from, out of, under or respecting the terms and conditions of this License or concerning the rights or obligations of the parties hereunder or respecting any performance or failure of performance by either party hereunder shall be the state courts having jurisdiction thereof in the county in the State of Alabama in which the principal offices of the Licensor are located..

26. **Severability.**

If any provision of this License is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this License shall remain in full force and effect.

27. **Disclaimer of Warranties.**

LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO LICENSOR'S POLES, ANCHORS AND FACILITIES FOR THE PROPOSED OR ACTUAL USE THEREOF MADE BY LICENSEE. THIS LICENSE, AND ALL PERMITS AUTHORIZING ATTACHMENT OF LICENSEE'S FACILITIES TO LICENSOR'S POLES, ANCHORS AND FACILITIES, SHALL APPLY TO LICENSOR'S POLES, ANCHORS AND FACILITIES "AS IS," "WHERE IS" AND WITH ALL DEFECTS AS MAY EXIST THEREIN FROM TIME-TO-TIME. LICENSOR ALSO EXPRESSLY DISCLAIMS ANY WARRANTY OR ASSURANCE TO LICENSEE OF ANY RIGHT OF WAY PRIVILEGE OR EASEMENTS; AND IF LICENSEE SHALL AT ANY TIME BE PREVENTED FROM PLACING OR MAINTAINING ITS ATTACHMENTS ON THE LICENSOR'S POLES, NO LIABILITY SHALL ATTACH TO THE LICENSOR THEREFOR. EACH PARTY SHALL BE RESPONSIBLE FOR OBTAINING ITS OWN EASEMENTS AND RIGHTS-OF-WAY.

28. **Provision of Maps.**

In addition to the maps required to be furnished pursuant to Section 2(b), to the extent Licensee has or shall prepare maps of its system or facilities within the area in which it has Attachments to Licensor's poles, anchors and other facilities, Licensee shall furnish Licensor a copy of all such maps. Licensee's records of Attachments to Licensor's poles, anchors and other facilities shall be available to Licensor for inspection during Licensee's normal business hours. If such records are not maintained within the municipality in which Licensor has its principal place of business, upon thirty (30) days' written notice to Licensee from Licensor, the Licensee will make such records available for inspection by the Licensor in the municipality in which the Licensor maintains its principal offices.

29. **Payment of Taxes and Other Assessments.**

Each party shall pay all taxes and assessments lawfully levied on its own property. Licensor shall pay all taxes and assessments levied on its poles, anchors and other facilities; provided, however, that any tax, fee or charge levied on Licensor's poles, anchors or attachments solely because of their use by the Licensee shall be paid by Licensee.

30. **Dispute Resolution.** Licensor and Licensee shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy. Either party may give the other written notice of any dispute not resolved in the normal course of business. Within five (5) days after delivery of the notice, the receiving party shall submit to the other party a written response. The notice and response shall summarize the party's position and its support for the position stated. The notice shall also identify the executive for the party who will be responsible for the representation and potential resolution of the matter which is the subject of the notice. Within ten (10) days after the delivery of the notice, the executives of both parties shall confer in person or telephonically in an attempt to resolve the dispute. If the matter has not been resolved within (10) days of the conference of the executives, the parties will attempt in good faith to resolve the dispute by employing a neutral mediator to attempt to resolve the dispute in accordance with the Alabama Civil Court Mediation Rules; provided, however, (1) that institution of a civil action by either party shall not be a prerequisite to the commencement of mediation hereunder, and (2) the mediator shall be appointed by the parties (i.e., rather than a court), who shall determine the identity of the mediator by agreement. Notwithstanding the foregoing, nothing contained herein shall preclude either party from pursuing any remedy it may have with respect to any dispute arising out of or relating to this Agreement by any lawful means at any time.

31. **Exclusive Parties.** This Agreement addresses the unique relationship and concerns of Licensor and Licensee and, notwithstanding that either Licensor or Licensee may have consulted with, or received advice or counsel from, others in the negotiation or drafting of this Agreement, Licensor and Licensee are the sole and exclusive parties to this Agreement and they, alone (and not any other association or organization to which either of them may belong or be a member, including without limitation, the Alabama Cable Telecommunications Association or Electric Cities of Alabama), are subject to and bound by the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto, by and through their respective duly-authorized representatives or agents, have caused this License to be fully executed in their respective names, in two (2) counterparts, each of which shall be deemed to be an original, as of the day and year first above written, which date shall be considered the effective date.

ATTEST

WAYNE FARM LLC

BY 
Its H. J. H. [unclear] LICENSEE

ATTEST

BY _____
Its _____

LICENSOR

Resolution No. _____ Entering into a Pole Attachment Agreement with Wayne Farms, LLC, 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. _____

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 accepts funding from the United States Secret Service (USSS) for participation in the U.S. Secret Service Alabama Electronic Crimes Task Force for reimbursement of overtime expenses not to exceed \$10,000.00 for fiscal year 2016.

Section 2. That the FY 2016 Budget be increased as follows:

FBI-Violent Crimes Task Force	001-0000-331.04-00	\$10,000.00
Criminal Investigation-Overtime	001-1204-512.10-12	\$10,000.00

Project number: ALECTF
Grant number: USSS AL-ECTF

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

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

Section 1. That the City of Dothan enters into an agreement with Dick's Sporting Goods for the sponsorship of Dothan Leisure Services Youth Baseball/Softball for 2016, which said agreement follows:



Sponsorship Agreement

Dothan Leisure Services
Tyson Carter
P.O. Box 2128

2/16/2016

Dothan, Alabama 36302
334-615-3700

Dear Tyson Carter,

Thank you for taking the time to discuss the opportunity for sponsorship. Based on our conversations and what you stated was important to you, we are pleased to enter into this Sponsorship Agreement ("Agreement") between DICK'S Sporting Goods, Inc. ("DSG" or "Sponsor") and Dothan Leisure Services ("Organization"). With the intention of being legally bound, we agree as follows:

DSG shall provide the organization with the following:		Value
DSG Gift Card(s) in the following denominations		\$500
Quantity	Gift Card Value \$	
1	\$500	
DSG Bonus Certificates in the following denominations (bonus certificates cannot be combined)		\$420
Quantity	Value	
6	\$50	
6	\$20	
In-Store(s) Shop Day(s)		N/A

Shopping Day(s) at our **Dothan** store(s) for Organization's participants, coaches and families to receive **20% off** entire purchase (exclusions apply) on the following date(s):

Date(s)

2/20/2016

2/21/2016

DSG Team Packet Coupons for distribution to all Organization's players and coaches throughout Term **\$150**

Quantity	Team Packet Coupons
15	Baseball/Softball (\$10/each)

Other Customized Elements **\$0**

DSG may provide the organization with additional equipment, promo products, and BC's, based upon availability/allocations throughout the term. Final value to be determined by DSG

Total Sponsorship Package Value **\$1,070**

Organization shall provide DSG with the following:

1. DSG Team Packet Coupon distribution to all Organization's participants during a mutually agreed time
2. DSG Banner with DSG Logo placed in a mutually agreed space during the Term
3. Promotion of Organization's In-Store Shop Day at DSG through Organization's email blasts, website and flyer distribution

Term

The term of this Agreement shall begin on **2/16/2016** and remain in effect until **12/31/2016** ("Term").

Acceptance and Additional Terms and Conditions

The complete terms and conditions applicable to this sponsorship are set forth on the next page and form an integral part of this Agreement. If during the Term, Sponsor and Organization agree to add new sponsorship elements or Organization responsibilities or change the sponsorship elements or Organization responsibilities contemplated by this Agreement, the parties agree that they must do so in writing, with e-mail acceptable, and that these same terms and conditions shall govern all such new or changed sponsorship elements or Organization responsibilities.

We look forward to working with you and appreciate your commitment to youth sports and your service to the community!

Terms and Conditions of Sponsorship Agreement

1. During the Term, Sponsor grants Organization the limited, non-exclusive, non-transferrable, non-sublicensable right to use Sponsor's name, brand and logo solely to advertise the Sponsor's sponsorship rights as set forth above, subject to Sponsor's prior written approval of

any and all use of Sponsor's name, brand and logo. Organization agrees that any use of Sponsor's name, brand or logo shall be in accordance with the sample provided on **Exhibit A** and Sponsor's Brand Use Guidelines provided from time to time. Except for this limited license granted to Organization, Sponsor retains all right, title and interest in and to the Sponsor's name, brand and logo.

During the Term, Organization grants Sponsor the limited, non-exclusive, non-transferrable, non-sub-licensable right to use Organization's name, brand and logo to advertise Sponsor's sponsorship rights and relationship with Organization and Organization's achievements generally. Except for this limited license granted to Sponsor, Organization retains all right, title and interest in and to the Organization's name, brand and logo.

2. Organization gives Sponsor the right to take photographs of Organization's events and participants and use those photographs in any media. Organization also agrees to provide Sponsor, at Sponsor's request, with photos of the Organization's events and participants for Sponsor's use in any media. Organization agrees to obtain the required consent from their participants or event participants or such participant's parent or guardian, as applicable.
3. Neither party may assign any of its rights and obligations under this Agreement without the prior written consent of the other.
4. The liability of either party for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to any loss of business or profit, or to any indirect, punitive or consequential damages or losses.
5. **Organization hereby releases and forever discharges Sponsor, and its affiliates, and their respective officers, directors, employees, agents, shareholders, successors and assigns (collectively the "Sponsor's Entities"), from and against any and all causes of action, damages, claims, demands, obligations, losses, costs, expenses, including reasonable attorneys' fees, and liabilities of any nature whatsoever, whether known or unknown (collectively "Losses"), which Organization has or may have in the future, that arise out of, directly or indirectly, or are related to the performance of this Agreement by the Sponsor. This release is intended to cover all claims or possible claims arising out of or related to those matters referenced or impliedly referenced above, whether the same are known, unknown or hereafter discovered or ascertained.**
6. To the fullest extent permitted by law and to the extent arising from or relating to, directly or indirectly, the subject matter of this agreement, Organization shall defend, indemnify and hold harmless the Sponsor's Entities from and against any and all Losses arising from or relating to, directly or indirectly, (i) any Organization event; (ii) any negligent act or omission or misconduct of Organization, its employees, members or agents; (iii) the violation of any intellectual property rights of third parties by Organization or its affiliates; (iv) the violation by Organization of any governmental laws, rules, or regulations; or (v) a breach of this Agreement or any representations or warranties in this Agreement by Organization.
7. Organization shall treat as confidential any information, whether disclosed in oral, written, visual, electronic or other form, which Sponsor or any of its affiliates or agents discloses to Organization or Organization observes in connection with this Agreement. Sponsor's confidential information includes, but is not limited to, the terms and conditions of this Agreement, the value of the sponsorship, marketing plans, new store locations, strategies,

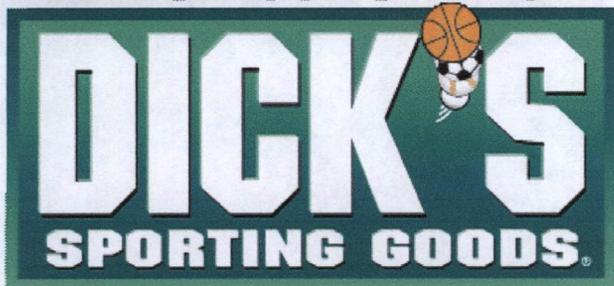
forecasts, analyses, projects, and employee, customer or vendor information. Organization's obligations under this paragraph shall survive the termination or other expiration of this Agreement.

8. If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all other terms and provisions of this Agreement shall remain effective and shall be enforced to the fullest extent permitted by applicable law. This Agreement shall be governed under the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law provisions.

Exhibit A

DSG Name/Logo

EVERY SEASON STARTS AT



Download the DICK'S Sporting Goods logo (above)

<http://dickssportinggoods.sponsorport.com/dks/images/dsg-logo-1.png>

EVERY SEASON STARTS AT



Download the DICK'S Sporting Goods logo (above)

<http://dickssportinggoods.sponsorport.com/dks/images/dsg-logo-2.png>

All references to DICK'S Sporting Goods, Inc. in print when not using the logo, should include the full capitalization of DICK'S as in the following example: DICK'S Sporting Goods.

Resolution No. _____ Entering into an agreement with Dick's Sporting Goods continued.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, Fred Barkett has resigned as a member of the Board of Zoning Adjustment.

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

Section 1. That Donnie Wells is hereby appointed as a member of the Board of Zoning Adjustment to serve the remainder of the term vacated by the resignation of Fred Barkett, which said term shall expire on April 21, 2018.

Section 2. The above stated member shall serve until a 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, under provisions of Sec. 2-41, Code of Ordinances of the City of Dothan, all disbursements of funds from the treasury of the City shall be authorized by resolution of the Commission,

NOW, THEREFORE, 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 payment of invoices for the month of January, 2016 in the amount of \$10,597,880.15.

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

FY 2016 - City of Dothan Monthly Accounts Payable Invoices

Below are Larger Vendor Payments which are Included in Monthly Totals in First Shaded Box														
Month	Total Amount	AMEA			U S Department of Energy			Crestwood			BCBS**		RSA*	
		Monthly Amt	Wire Date	Monthly Amt	CK Date	Monthly Amt	CK Date	Monthly Amt	Wire Date	Monthly Amt	Pay Period Ending Dates	Monthly Amt	Pay Period Ending Dates	
October	\$ 15,147,750.94	\$ 6,112,573.02	10/29/15	\$ 562,645.70	10/15/15	\$ 146,320.33	10/15/15	\$ 1,132,617.70	10/30/15	\$ 1,059,946.18	10/3/15 & 10/17/15			
November	11,029,310.48	3,856,523.17	11/30/15	545,745.11	11/12/15	16,365.20	11/19/15	852,811.02	11/30/15	1,066,186.60	10/31/15 & 11/14/15			
December	12,121,661.99	3,409,688.37	12/29/15	576,866.75	12/22/15	92,806.03	12/22/15	937,707.62	12/31/15	1,589,182.01	11/28/15, 12/12/15 & 12/26/15			
January	10,597,880.15	3,557,908.84	1/29/16	572,300.65	1/14/16	(727.18)	1/14/16	930,619.11	1/31/16	1,065,088.87	1/9/16 & 1/23/16			
February														
March														
April														
May														
June														
July														
August														
September	\$ 48,896,603.56	\$ 16,936,693.40		\$ 2,257,558.21		\$ 254,764.38		\$ 3,853,755.45		\$ 4,780,403.66				
Average	\$ 12,224,150.89			Power Purchase	\$ 19,449,015.99			7.88%	% of Total Accounts Payable		9.78%		% of Total Accounts Payable	
					39.78%								Includes Employer Contribution & Employee Payroll Deduction	

*Check typed according to payroll ending date.

**In FY2016 amount reported as BCBS is amount paid for claims and administration fees.

RESOLUTION NO. _____

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

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

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 16, 2016
EXHIBIT "A"
BIDS TO BE AWARDED

DEPARTMENT	BID#	#ITB ¹	ITEM	VENDOR	AMOUNT
Leisure Services	16-008	114	<p>2016 Spring Equipment and Uniforms: Jerseys: Unit of Measure is each, unless stated otherwise. Quantity 1 (or more)</p> <p>Augusta V-Neck Softball Jersey; Sleeveless: Screen on Front: Unit Price-<u>\$8.50</u> Screen on Front; Numbers on Back: Unit Price-<u>\$9.50</u> Unit Price-<u>\$9.25</u> Screen on Front & Back; Numbers on Back: Unit Price-<u>\$10.50</u> Screen on Front & Back; Numbers on Front & Back: Unit Price-<u>\$12.00</u></p> <p>New Team Art Work: Unit Price-<u>\$10.00</u></p> <p>Shin Guard Hooks: Adams-Unit Price-<u>\$1.95</u></p> <p>Catcher's Headgear: Baseball & Softball:</p> <p>Diamond #DCH EDGE Small: Unit Price-<u>\$65.00</u> Diamond #DCH EDGE Large: Unit Price-<u>\$70.00</u></p> <p>Body Protectors: Unit of Measure is each, unless stated otherwise. Quantity 1 (or more)</p> <p>Baseball All-Star/CP1216PS (DM): Unit Price-<u>\$39.95</u> Softball All-Star CPW13.5FP:Unit Price-<u>\$39.95</u></p>	C&M Sporting Goods Dothan, AL.	See Price In Description



CITY OF DOTHAN, ALABAMA

February 16, 2016

EXHIBIT "A"

BIDS TO BE AWARDED

DEPARTMENT	BID#	#ITB ¹	ITEM	VENDOR	AMOUNT
Leisure	16-008	114	<p>2016 Spring Equipment and Uniforms: All Star Uniforms, Softball: Unit of Measure is each, unless stated otherwise. Quantity 1 (or more)</p> <p>Alleson Softball Uniforms: Youth Sizes: Unit Price-<u>\$20.00</u> Adult Sizes: Unit Price-<u>\$20.00</u></p> <p>Matching Shorts: Youth Sizes: Unit Price-<u>\$11.00</u> Adult Sizes: Unit Price-<u>\$11.00</u></p> <p>Women's Pants: Alleson 605PBW (Y) with Belt Loop:-Unit Price-<u>\$13.00</u> Alleson 605PBW (W) with Belt Loop:-Unit Price-<u>\$15.00</u></p> <p>Baseball All-Star Pants: All-Star (Y) BSP2YRF (without piping): Unit Price-<u>\$12.00</u> All-Star (Y) BSP5YRF (with piping): Unit Price-<u>\$13.00</u> All-Star (A) BSP2ARF (without piping): Unit Price-<u>\$12.00</u> All-Star (A) BSP5ARF (with piping): Unit Price-<u>\$13.00</u> All-Star Elastic Baseball Belt 1570: Unit Price-<u>\$3.75</u></p> <p>Shin Guards-Softball: Diamond DLG120D (SB): Unit Price-<u>\$30.00</u></p>	<p>Almega Sports</p> <p>Services</p> <p>Panama City, FL.</p>	<p>See Price</p> <p>In Description</p>



CITY OF DOTHAN, ALABAMA
February 16, 2016
EXHIBIT "A"
BIDS TO BE AWARDED

DEPARTMENT	BID#	#ITB ¹	ITEM	VENDOR	AMOUNT
Leisure Services	16-008	114	2016 Spring Equipment and Uniforms: Baseball Caps: 1 Letter: Unit Price- <u>\$7.95</u> 2 Letters/Logo: Unit Price- <u>\$8.95</u> 3 Letter/logo: Unit Price- <u>\$9.95</u> Shin Guards-Baseball: Diamond DLG130D (DB): Unit Price- <u>\$30.00</u> Diamond DLG155D (DM): Unit Price- <u>\$30.00</u> Bases: Hollywood Impact Base Set (3 bases) with Anchors & Plugs HIB Schutt or Jack Corbett Model #HIB: Unit Price- <u>\$230.00</u> Hollywood Impact Base Sets Schutt or Jack Corbett Model #HIBL: Unit Price- <u>\$204.00</u> Bats: Baseball Easton SL14S400; 30"-32": Unit Price- <u>\$55.00</u> Baseball Louisville SLVA159; 28"-33": Unit Price- <u>\$72.00</u> Easton SL14S500; 30"-32": Unit Price- <u>\$82.00</u> Softball Louisville FPQS152; 27"-33": Unit Price- <u>\$37.00</u> Body Protectors: Baseball: DCP-25 Diamond (DB):Unit Price- <u>\$27.00</u> Softball All-Star CPW12.5FP:Unit Price- <u>\$36.00</u> Softball Diamond DCPFP (Regular):Unit Price- <u>\$28.00</u>	Almega Sports Services Panama City, FL.	See Price In Description
DEPARTMENT	BID#	#ITB ¹	ITEM	VENDOR	AMOUNT
Leisure Services	16-008	114	2016 Spring Equipment and Uniforms: Catcher's Mitt: Unit of Measure is each, unless stated otherwise. Quantity 1 (or more) Baseball: Louisville Slugger FG2514-BNCM1: Unit Price- <u>\$38.50</u>	Hat World Inc. dba Lids Team Sports Lake Katrine, NY.	See Price In Description



CITY OF DOTHAN, ALABAMA
February 16, 2016
EXHIBIT "A"
BIDS TO BE AWARDED

DEPARTMENT	BID#	#ITB ¹	ITEM	VENDOR	AMOUNT
Leisure Services	16-008	114	2016 Spring Equipment and Uniforms: Equipment Bag: Mesh 24" x 36": Unit Price- <u>\$2.54</u> Home Plate: Baseball/Softball, Official Home Plate: Unit Price-\$13.48 Pitcher's Plates: Baseball/Softball Pitcher's Plate Official Size, DB And DM: Unit Price-\$31.48 Softball: Official Size Pitcher's Plate: Unit Price-\$9.98 Scorebooks: Baseball/Softball, 18 Player Score Book: Unit Price-\$2.91 Softball Tees: Unit Price-\$13.98 Shin Guard Hooks: Unit Price-\$.66 each Balls: Incredi-ball, 11": Unit Price-\$45.93 Incredi-ball, 9": Unit Price-\$37.56 Throat Protectors: Athletic Specialties: BTGA-Unit Price-\$3.49	BSN Sports Dallas, TX.	See Price In Description
DEPARTMENT	BID#	#ITB ¹	ITEM	VENDOR	AMOUNT
Leisure Services	16-008	114	2016 Spring Equipment and Uniforms: Home Plate: Unit of Measure is each, unless stated otherwise. Quantity 1 (or more) Baseball: Major League Home Plate: Unit Price- <u>\$57.81</u> (Adult): Unit Price- <u>\$36.00</u>	Riddell Elyria, OH.	See Price In Description



CITY OF DOTHAN, ALABAMA
February 16, 2016
EXHIBIT "A"
BIDS TO BE AWARDED

DEPARTMENT	BID#	#ITB ¹	ITEM	VENDOR	AMOUNT
Leisure Services	16-008	114	<p>2016 Spring Equipment and Uniforms: Jerseys: Unit of Measure is each, unless stated otherwise. Quantity 1 (or more)</p> <p>Gildan Coach's Shirts: Screen on Front: Unit Price-<u>\$5.25</u> Screen on Front & Back: Unit Price-<u>\$7.50</u> Screen on Front; Numbers on Back: Unit Price-<u>\$6.50</u> Screen Print & Numbers on Front & Back: Unit Price-<u>\$7.32</u> Screen on Front & Back; Numbers on Back: Unit Price-<u>\$6.57</u> Screen on Front & Back; Numbers on Front & Back: Unit Price-<u>\$9.57</u> New Team Art Work (Example: Business Logos): Unit Price-No Fee Adult Sizes 2XL through 5XL: Unit Price-<u>\$1.00</u> Extra</p> <p>Augusta 2-Button Baseball Jersey: Screen on Front: Unit Price-<u>\$8.98</u> Screen on Front & Back: Unit Price-<u>\$11.01</u> Screen on Front; Numbers on Back: Unit Price-<u>\$10.12</u> Screen on Front; Numbers on Front & Back: Unit Price-<u>\$10.84</u> Screen on Front; Numbers on Back: Unit Price-<u>\$12.14</u> Screen on Front & Back; Numbers on Front & Back: Unit Price-<u>\$12.92</u> Screen on Front; Numbers on & logo on Left Sleeve: Unit Price-<u>\$11.52</u> Screen on Front & Back; Numbers on Front & Back: Unit Price-<u>\$14.27</u> New Team Art Work (Example: Business Logos): Unit Price-No Fee Adult Sizes 2XL through 5XL: Unit Price-<u>\$1.00</u> Extra</p> <p>Equipment Bag: Canvas (nylon bottom) 35" x 25": Unit Price-<u>\$12.79</u></p> <p>Bats: Softball Easton FP14S300; 28"-32": Unit Price-<u>\$30.00</u></p>	Crowne Company, Inc. Montgomery, AL.	See Price In Description Description



CITY OF DOTHAN, ALABAMA
February 16, 2016
EXHIBIT "A"
BIDS TO BE AWARDED

DEPARTMENT	BID#	#ITB ¹	ITEM	VENDOR	AMOUNT
Leisure Services	16-008	114	<p>2016 Spring Equipment and Uniforms:</p> <p>Catcher's Mitt: Unit of Measure is each, unless stated otherwise. Quantity 1 (or more) Baseball: Mizuno Slugger GXC94 (DM) Unit Price-<u>\$43.94</u> Softball: Mizuno Girl's Catchers Mitt GXS57: Unit Price: <u>\$77.74</u></p> <p>Pitcher's Plate: Step Down Pitcher's Plate": Dixie Youth Size: Unit Price-<u>\$29.78</u></p> <p>Balls: Baseball, Pennant-PD300-DB: <u>\$39.50</u> Softball Regular Season: 11": Unit Price-<u>\$49.50</u> Softball Regular Season: 12": Unit Price-<u>\$49.50</u></p> <p>Batting Helmets: Baseball: Shutt Pro 4.2 with Snaps & Face Mask; 1 Size Fits All: Unit Price-<u>\$24.36</u> Softball: Shutt Air3 Ponytail with Snaps & Face Mask; 1 Size Fits All: Unit Price-<u>\$26.46</u></p>	Pennant Sports Birmingham, AL.	See Price In Description
DEPARTMENT	BID#	#ITB ¹	ITEM	VENDOR	AMOUNT
General Services For Dothan Utilities Electric	16-006		<p>Wire Carrier Trailer Quantity 2 (or more) Make and Model: Butler HWSC-80-W27B Unit Price: <u>\$15,197.59</u> Total Price for Two Units: <u>\$30,395.18</u></p>	Terex Utilities Birmingham, AL.	See Price In Description

OTHER PURCHASES over \$15,000

DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services For Leisure Services Westgate BMX	Re-roof of the following four (4) Buildings at the BMX Track: Sign Building, Concessions Stand, Open Structure 22' x 13'6" & Center Two-story Building, Including Tearing Off Roof to Wood, Installing New Roof, Providing a 25-Year Paint Finish Warranty on Roof Panels from Metal Manufacturer and 5- Year Labor Warranty from Vendor.	Marty Robbins Roofing Dothan, AL.	\$ 21,200.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services For Dothan Utilities Waste Water Collections & Public Works Street	Knapheide 696J Body & Et6K Crane: Unit Cost <u>\$13,471.00</u> Knapheide 6108 Body: Unit Cost <u>\$5,747.00</u> Purchase off State of Alabama Contract T195A, Bodies for Vehicle Numbers 9006 & 4221	Truck Equipment Sales Catonment, FL.	\$ 19,218.00

Notes:

¹ITB-Invitations to Bid

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>
Larry Lofton	Alabama Water Environment Association (AWEA) 39 th Annual Conference Orange Beach, AL	\$ 974.00
James Stewart Jamie Quattlebaum Donnie Bedsole	2016 Alabama Rural Water Association (ARWA) 38 th Annual Technical Training Conference Mobile, AL	\$ 2,687.00
Pete Markow	AR Rifle Armorer Course Marianna, FL	\$ 470.00
Sammie Hancock	Remington 700 Rifle Armorer Course Marianna, FL	\$ 235.00
Jeremy Collins	Northeast Alabama Law Enforcement Academy Anniston, AL	\$ 0.00
Randall S. Morris	Public Risk Management Association (PRIMA) Conference Atlanta, GA	\$ 1,441.00
Daniel Bryant Jeremy Weed	Southeastern Meter School & Conference Auburn, AL	\$ 1,944.62
Doug Magill Tim Mullis	Detecting Deception Orlando, FL	\$ 1,300.00
Billy R. Mayes Chris Phillips Angie J. Akos	2016 Alabama Municipal Electric Authority (AMEA) Power Supply Conference Point Clear, AL	\$ 1,369.00
Chris Cureton	IMSA Certification-Traffic Signals Level I & Work Zone Traffic Control Powder Springs, GA	\$ 2,285.00
Terry Paramore	IMSA Renewal-Traffic Signals Level II Powder Springs, GA	\$ 1,160.00
Scott Owens	Drug Recognition Expert Field Certification Jacksonville, FL	\$ 590.00
Cade Wells Peter Markow Clifton Overstreet	Drug Recognition Expert Field Certification Jacksonville, FL	\$ 1,240.00

Cade Wells Peter Markow Clifton Overstreet	Drug Recognition Expert Final Knowledge Examination Selma, AL	\$ 40.00
Keith Gaster Stacey McAllister Angus Scott Matt Lawhorn	E-One Plant-Aerial Platform Final Inspection Ocala, FL	\$ 0.00
Tyson Carter	Alabama Recreation and Parks Association State Basketball Tournament Gadsden, AL	\$ 485.00
Velton Robinson	Alabama Recreation and Parks Association State Basketball Tournament Gadsden, AL	\$ 2,660.00
Tony Black Kenny Thompson	Alabama Recreation and Parks Association State Basketball Tournament Gadsden, AL	\$ 5,120.00
Chad Daniels	Alabama Recreation and Parks Association State Basketball Tournament Gadsden, AL	\$ 2,660.00
Tony Thorne	Alabama Recreation and Parks Association State Basketball Tournament Gadsden, AL	\$ 5,045.00

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

MEMORANDUM

TO: Tammy Danner, City Clerk
FROM: Jerry W. Corbin, P.E., Public Works Director
DATE: February 9, 2016
SUBJECT: Document for Commission Agenda – an ingress/egress easement to access electrical utilities at 4031 Ross Clark Circle.

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

Easement

Twitchell Technical Products, LLC

Account No. 001-2325-523.30-42

JWC/LBB/amd
Attachments

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

EASEMENT

THE STATE OF ALABAMA, HOUSTON COUNTY

KNOW ALL MEN BY THESE PRESENTS, that We, Twitchell Technical Products, LLC, a Delaware limited liability company, the owners of the hereinafter-described real estate, for and in consideration of One Dollar, and other valuable consideration, to us in hand paid by the City of Dothan, Alabama, a Municipal Corporation, receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto said City of Dothan, Alabama, the right, privilege and authority to **Ingress/Egress**: over, across and upon the following described real estate:

A 20 foot wide ingress/egress easement (10 feet each side of centerline) with a centerline being more particularly described as follows: COMMENCING at an existing concrete monument on the South Right of Way (ROW) of Murray Road (50' ROW), said monument marking the Northwest corner of Grantor's property as found recorded in Deed Book 703 at Page 721 in the Office of the Judge of Probate, Houston County, Alabama; thence from Northwest corner along aforementioned South ROW line N86°-18'-16"E a distance of 54.51 feet to a point on said South ROW line and the POINT OF BEGINNING of said centerline of easement, thence departing said ROW line S00°-04'-58"W a distance of 166.27 feet to a point; thence S15°-52'-07"W a distance of 110.4 feet more or less to the East line of an existing 40' utility easement (as recorded in Deed Book 202 at page 12 in the Office of the Judge of Probate, Houston County, Alabama) and the point of terminus of centerline.

Said easement is located in Section 11, T3N, R26E in Dothan, Houston County, Alabama containing 0.14 acres, more or less.

together with the right to enter upon said premises for Ingress/Egress to have and to hold unto said City of Dothan, Alabama aforegranted easement for the purpose set out above.

IN WITNESS WHEREOF, We, Twitchell Technical Products, LLC, hereunto set our hands and seal this 28 day of January, 2015.

Drue Pynes (L. S.)
Plant Manager (L. S.)
Official Title

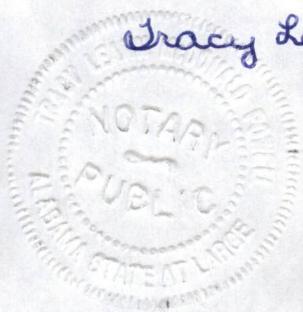
THE STATE OF ALABAMA, HOUSTON COUNTY ACKNOWLEDGMENT FOR CORPORATION

I, Tracy LeAnn McDonald Powell, a notary public in and for said County in said State hereby Certify that Drue Pynes, whose name as Plant manager of Twitchell Technical Products, 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 28th day of January, 2015.

Tracy LeAnn McDonald Powell

MY COMMISSION EXPIRES
FEBRUARY 5, 2018



GRAPHIC SCALE
1"=100 FT

