

**AGENDA
CITY COMMISSION MEETING
DOTHAN, ALABAMA
10:00 A.M., MARCH 1, 2016**

1. **Invocation: Dr. Brent Parker - Selma Baptist Church**
2. **Pledge of Allegiance: Commissioner Ferguson**
3. **Roll Call:**
Schmitz__Dorsey__Newsome__Kirkland__Ferguson__Kenward__Crutchfield__
4. **Approval of Previous Minutes:**
 - Minutes of Meeting of February 16, 2016.
5. **Communications from Mayor and City Commissioners:**
 - Proclamation - "Wiregrass Museum of Art-Youth Art Month" - Leah Lapszynski.
 - Proclamation - "National Nutrition Month" - Jennifer Thompson, Southeast Alabama Dietetic Association.
 - Proclamation - "Registered Dietitian Nutritionist Day" - Jennifer Thompson, Southeast Alabama Dietetic Association.
 - Proclamation - "Engineers' Day" – Tonny Peters, P.E., Barge Waggoner Sumner & Cannon, Inc. and Tyler Reeder, Civil Engineer, City of Dothan.

Documents: [proclamation engineers day.pdf](#), [proclamation national nutrition month.pdf](#), [proclamation registered dietitian nutritionist day.pdf](#), [proclamation youth art month.pdf](#)
6. **Communications from City Manager:**
 - Service Award – Billy Kibler, Fire Department, 30 years.
7. **Communications from City Clerk:**
 - Application for a Restaurant Table Wine License (off premise) for Herndon Oil Corporation, #105, 2214 Reeves Street, by Mike Martin.
 - Application for a Restaurant Table Wine License (off premise) for Herndon Oil Corporation, #107, 3206 Montgomery Highway, by Mike Martin.
 - Application for a Retail Beer and Retail Table Wine License (off premise) for Walmart 5769, 3871 West Main Street, by Jennifer Brunje, POA.
 - Application for a Retail Beer and Retail Table Wine License (off premise) for Walmart 5769 Fuel Kiosk, 3885 West Main Street, by Jennifer Brunje, POA.
 - Application for a Special Events Retail License (on premise) for Gabys, 5622 Highway 231 South, by Bradley White.
 - Application for a Pool and Billiards License for Chuck's Billiards, 110 E. Crawford Street, by Charles Teel.

Documents: [beer and wine application walmart 5769 fuel kiosk.pdf](#), [beer and wine application walmart 5769.pdf](#), [retail table wine license herndon oil 105.pdf](#), [retail table wine license herndon oil 107.pdf](#), [application pool and billiards license.pdf](#), [special events retail license gabys.pdf](#)

8. **Ord. No. _____ Repealing Chapter 2, Administration, Sec. 2-106, Public character of meetings; speaking by others and Section 2-107, Speaking time limits at hearings and privileges of the floor, of the Code of Ordinances and adding Section 2-111, Policy for decorum during commission meetings/privileges of the floor.**

Documents: [code of ordinances repeal and addition.pdf](#)

9. **Res. No. _____ Superceding the employment agreement between the City of Dothan and Michael West in favor of a new employment agreement effective March 6, 2016 and expiring on March 1, 2019.**

Documents: [agreement mike west.pdf](#)

10. **Res. No. _____ Agreeing to provide, through the Dothan Downtown Redevelopment Authority, \$1,500,000, for the Howell School Revitalization Project.**

Documents: [howell school.pdf](#)

11. **Res. No. _____ Entering into a contract with Gosselin Design to provide architectural services for a fee of \$16,200.00 for the CDBG Boys and Girls Club of Hawk-Houston Roof Replacement, the Alfred Saliba Family Services Center Partial Roof Replacement, and the Aunt Katie Community Garden Building Rehabilitation Projects.**

Documents: [contract gosselin design.pdf](#)

12. **Res. No. _____ Accepting funding from the U.S. Department of Justice United States Marshals Service under the STARS program for supplies and equipment totaling \$1,267.96 for participation and support of task force investigation operations, and appropriating funds for said supplies and equipment.**

Documents: [us department of justice stars program.pdf](#)

13. **Res. No. _____ Accepting a grant award from the State of Alabama Mutual Aid System (AMAS) for the purchase of equipment, training and supply replacement for the Hazardous Materials, Heavy Rescue and Swift Water Rescue Teams in the amount of \$34,544.00, and appropriating funds for said grant award.**

Documents: [grant amas.pdf](#)

14. **Res. No. _____ Applying for and accepting a grant from the Alabama Historical Commission to reduce total outlay required for Dothan's Historical Preservation Commissioners and Staff to attend the National Alliance of Preservation Commissions Conference in Mobile, Alabama, July 27-31, 2016.**

Documents: [grant alabama historical commission.pdf](#)

15. **Res. No. _____ Entering into an agreement with Angelia Turner to provide event planning services for the "Hardee's Pro Classic", a USTA Tennis Tournament to be held April 16-24, 2016 in the amount of \$5,000.00.**

Documents: [agreement angelia turner.pdf](#)

16. **Res. No. _____ Entering into an agreement with Academy Sports + Outdoors for the sponsorship of the Dothan Leisure Services "Special Olympics State Tournament".**

Documents: [agreement academy sports.pdf](#)

17. **Res. No. _____ Entering into a lease agreement with Xerox Corporation Services LLC, C/O Conner Business Solutions, Inc. for a Xerox copier in the amount**

of \$330.46 per month with maintenance including consumable supplies for a thirty six (36) month period.

Documents: [agreement xerox.pdf](#)

18. **Res. No. _____ Entering into an agreement with WTVY-TV for television advertising for Water World at a cost of \$6,000.00.**
Documents: [proposal wtvv tv.pdf](#)
19. **Res. No. _____ Accepting a proposal from WDHN-TV for television advertising for Water World at a cost of \$4,000.00.**
Documents: [proposal wdhn tv.pdf](#)
20. **Res. No. _____ Accepting a proposal from WOOF-FM for advertising for Water World at a cost of \$4,000.00.**
Documents: [proposal woof fm.pdf](#)
21. **Res. No. _____ Entering into a contract with Wiregrass Living Magazine for advertising for Water World at a cost of \$480.00.**
Documents: [contract wiregrass living.pdf](#)
22. **Res. No. _____ Entering into an agreement with WECP-TV for television advertising for Water World at a cost of \$1,500.00.**
Documents: [agreement wecp tv.pdf](#)
23. **Res. No. _____ Entering into a contract with Durden Outdoor Display, Inc. for digital sign network advertising for Water World at a cost of \$3,000.00.**
Documents: [contract durden outdoor.pdf](#)
24. **Res. No. _____ Appointing Dr. Robert Saunders, Jr. as a member of the Houston-Love Memorial Library Board.**
Documents: [board appt houston-love memorial library board.pdf](#)
25. **Res. No. _____ Appointing Vanita Sansom as a supernumerary member of the Board of Zoning Adjustment.**
Documents: [board appt boad of zoning adjustment.pdf](#)
26. **Res. No. _____ Awarding bids and approving other purchases over \$15,000.00 by the City.**
Documents: [bids and purchases.pdf](#)
27. **Res. No. _____ Approving advance travel requests for City employees.**
Documents: [travel requests.pdf](#)
28. **Announcing the re-appointment of Willie Williams as a member of the Dothan Housing Authority Board.**
Documents: [reappointment housing authority.pdf](#)
29. **Adjournment.**

PROCLAMATION

WHEREAS, Engineers use their scientific and technical knowledge and skills in creative and innovative ways to fulfill society's needs; and,

WHEREAS, Engineers face the major technological challenges of our time - from rebuilding towns devastated by natural disaster, cleaning up the environment, and assuring safe, clean, and efficient sources of energy, to designing information systems that will speed our country into the future; and,

WHEREAS, The City of Dothan promotes recognition among parents, teachers and students of the importance of a technical education and high level of math, science and technological literacy, and motivates youth to pursue engineering careers in order to provide a diverse and vigorous engineering workforce; and,

WHEREAS, We will look more than ever to engineers and their knowledge and skills to meet the challenges of the twenty-first century.

NOW, THEREFORE, I, Mike Schmitz, Mayor of the City of Dothan, do hereby proclaim March 2, 2016, as

"ENGINEERS' DAY"

in the City of Dothan.

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

SEAL



Attest:

Tammy Danner
City Clerk

Mike Schmitz
Mayor

PROCLAMATION

WHEREAS, food is the substance by which life is sustained; and

WHEREAS, the type, quality, and amount of food that individuals consume each day plays a vital role in their overall health and physical fitness; and

WHEREAS, there is a need for continuing nutrition education and a wide-scale effort to enhance healthy eating practices.

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

“NATIONAL NUTRITION MONTH”

in the City of Dothan and encourage all citizens to join the campaign and become concerned about their nutrition and the nutrition of others in the hope of achieving optimum health for both today and tomorrow.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Dothan to be affixed the 1st day of March, 2016.

SEAL



Attest:

*Tammy Danner
City Clerk*

*Mike Schmitz
Mayor*

PROCLAMATION

WHEREAS, Registered Dietitian Nutritionists are the food and nutrition experts who can translate the science of nutrition into practical solutions for healthy living; and

WHEREAS, Registered Dietitian Nutritionists have degrees in nutrition, dietetics, public health or a related field from well-respected, accredited colleges and universities, completed an internship and passed an examination; and

WHEREAS, Registered Dietitian Nutritionists use their nutrition expertise to help individuals make unique, positive lifestyle changes; and

WHEREAS, Registered Dietitian Nutritionists work throughout the community in hospitals, schools, public health clinics, nursing homes, fitness centers, food management, food industry, universities, research and private practice; and

WHEREAS, Registered Dietitian Nutritionists are advocates for advancing the nutritional status of Americans and people around the world.

NOW, THEREFORE, I, Mike Schmitz, Mayor of the City of Dothan, do hereby proclaim March 9, 2016, as

“Registered Dietitian Nutritionist Day”

in the City of Dothan and encourage all citizens to recognize the contributions of Registered Dietitian Nutritionists and express appreciation for their commitment to promoting science-based nutrition in the hope of achieving optimum health for both today and tomorrow.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Dothan to be affixed the 1st day of March, 2016.

SEAL

Attest:

Tammy Danner
City Clerk



Mike Schmitz
Mayor

PROCLAMATION

WHEREAS, Youth Art Month is a National observance each March that encourages students to participate in the visual arts; and

WHEREAS, the Wiregrass Museum of Art supports this initiative annually by showcasing various works of art by Wiregrass Region K - 12 students in the museum galleries along with numerous events and activities; and

WHEREAS, the Wiregrass Museum of Art will host the Second Congressional Art Competition, which recognizes and encourages the artistic talent across the nation, as well as in our congressional district; and

WHEREAS, in addition, the Wiregrass Museum of Art mentors high school students and encourages art-making, self-esteem building and team work skills resulting in four separate art installations in art boxes, exhibited first within the galleries and then as public art in Downtown Dothan.

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

"WIREGRASS MUSEUM OF ART - YOUTH ART MONTH"

in the City of Dothan.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Dothan to be affixed the 1st day of March, 2016.

SEAL

Attest:

Tammy Danner
City Clerk



Mike Schmitz
Mayor

February 10, 2016

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

Honorable Mayor and City Commission:

I respectfully submit my request for a Retail Beer and Retail Table Wine License for Walmart 5769 Fuel Kiosk located at 3885 West Main Street, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

Sincerely,

 POA
Jennifer Brunje

February 10, 2016

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

Honorable Mayor and City Commission:

I respectfully submit my request for a Retail Beer and Retail Table Wine License for Walmart 5769 located at 3871 West Main Street, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

Sincerely,


Jennifer Brunje

January 22, 2016

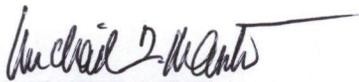
Board of City Commissioners
City of Dothan, Alabama
P.O. Box 2128
Dothan, Alabama 36302

Honorable Mayor and City Commission:

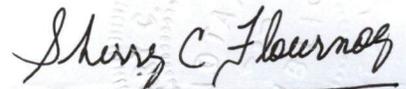
I respectfully submit my request for a Retail Table Wine License for Herndon Oil Corp Store 105 located at 2214 Reeves Street, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

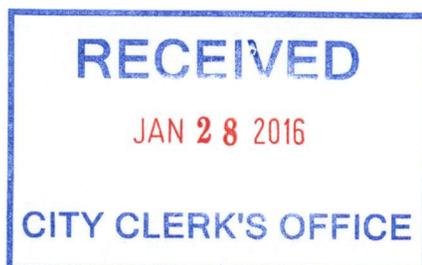
Sincerely,



Michael T. Martin



Notary



January 22, 2016

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

Honorable Mayor and City Commission:

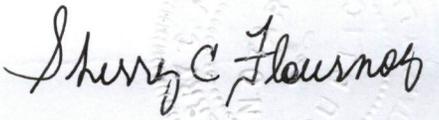
I respectfully submit my request for a Retail Table Wine License for Herndon Oil Corp Store 107 located at 3206 Montgomery Highway, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

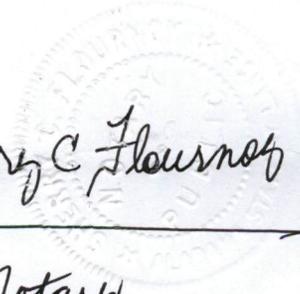
Sincerely,



Michael T. Martin



Notary





THE CITY OF
DOTHAN, ALABAMA

POST OFFICE BOX 2128 • DOTHAN, ALABAMA 36302 • 334-615-4410

Planning & Development

MEMORANDUM

To: Dothan City Commission
From: Todd L. McDonald, AICP, Director *TLMc*
Date: February 25, 2016
Re: Pool and Billiards License

Charles Teel recently applied for a Pool and Billiards License for Chuck's Billiards located at 110 E Crawford St. The City of Dothan Code of Ordinances, Section 18-186, requires that the proposed location be approved by the Board of Commissioners. Mr. Teel is not selling alcohol at this time but intends to apply for an Alcoholic Beverage License within the next few months. He states that there will be up to eleven pool tables in the establishment.



THE CITY OF
DOTHAN, ALABAMA

POST OFFICE BOX 2128 • DOTHAN, ALABAMA 36302 • 334-615-4410

Planning & Development

Billiard License Application

Applicant Name: CHARLES E. TEEL

Applicant Address: 1213 CLAYTON RD.
CHIPLEY, FL 32428-3816

Business Location: 110 E. CRAWFORD ST.
DOTHAN, AL. 36301-1708

Number of Billiard Tables: 11

Zoning District: B-1

Alcoholic Beverage License on file: Yes _____ No

Applied for: Yes _____ No

Applicant Signature: Charles E. Teel

Zoning Approval: Jed McAnold

City Commission Date: _____

February 17, 2016

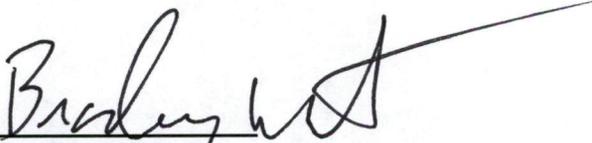
Board of City Commissioners
City of Dothan, Alabama
P.O. Box 2128
Dothan, Alabama 36302

Honorable Mayor and City Commission:

I respectfully submit my request for a Special Events Retail License for Gabys located at 5622 Hwy 231 South, Dothan, Alabama.

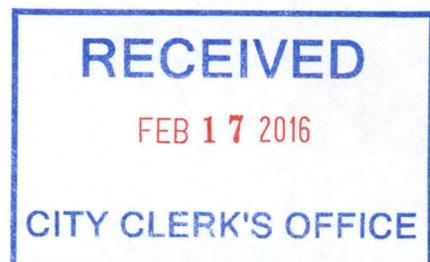
Your consideration of this application would be greatly appreciated.

Sincerely,


Bradley White

WITNESS: Kim Howell
Kim Howell

WITNESS: Alan Anderson

ORDINANCE NO. _____

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

Section 1. That Chapter 2, Administration, Sec. 2-106, Public character of meetings; speaking by others and Section 2-107, Speaking time limits at hearings and privileges of the floor, of the Code of Ordinances is hereby repealed and that Section 2-111, Policy for decorum during commission meetings/privileges of the floor to read as follows:

Section 2-111. Policy for decorum during commission meetings/privileges of the floor.

- (a) Every petition, communication or address to the Commission at either a public hearing or privileges of the floor shall be in respectful language and is encouraged to be in writing.
- (b) Privileges of the Floor.
 - 1. Individuals or groups wishing to speak under privileges of the floor at a regular Commission meeting shall submit a written request to the City Clerk by 5:00 p.m. on Monday prior to the regular meeting date. The request shall include the speaker's name, address and the topic to be addressed. Any person wishing to speak on behalf of a group shall so indicate and shall identify the name and address of the group or organization.
 - 2. Privileges of the floor shall be for the purpose of allowing members of the public to present any matter which, in their opinion, deserves the attention of the Commission. They shall not serve as a forum for debate with the Commission.
 - 3. Remarks shall be addressed directly to the Commission and not to staff, the audience, or the media.
 - 4. The Mayor shall open the Privileges of the Floor.
 - 5. Speakers shall be resident citizens of the City of Dothan, Alabama.
 - 6. Each speaker shall clearly state his or her name, address and topic.
 - 7. There shall be a time limit for each individual speaker of three (3) minutes.
 - 8. A representative of a group shall identify the group at the beginning of his or her presentation. A group may have no more than one (1) spokesperson.
 - 9. The maximum number of speakers who will be allowed to speak during Privileges of the Floor is five (5).
 - 10. Speakers are not permitted to donate time to other speakers.
 - 11. There shall be no comment during Privileges of the Floor on a matter for which a public hearing is scheduled during the same meeting.
 - 12. There shall be no comment during Privileges of the Floor on a matter that has already been the subject of a previous public hearing where no final vote has been taken.
 - 13. Commission members shall not discuss issues raised by the public during Privileges of the Floor.
 - 14. Once the Commission has heard a presentation from an individual or organization on a particular subject, the individual or organization may not

make another presentation on the same subject during Privileges of the Floor within three (3) months of the first presentation unless permitted by the Mayor.

15. The above rules notwithstanding, members of the public may present written comments to the Commission or to individual Commission members.
- (c). No citizen, except the Mayor, Commissioners or City officials may speak unless permission is first granted by the Mayor during Privileges of the Floor.
 - (d). No speaker's time shall be extended except by consent of a majority of the Commission members present during Privileges of the Floor.
 - (e). Persons appearing before the Commission during Privileges of the Floor will not be allowed to:
 1. Campaign for public office;
 2. Promote private business ventures;
 3. Use profanity or vulgar language or gestures;
 4. Use language which insults or demeans any person. Citizens have the right to comment on the performance, conduct, and qualifications of public figures;
 5. Make statements unrelated to their topic;
 6. Interrupt other speakers or engage in behavior that disrupts the meeting including but not limited to applause, cheers, jeers, yelling, shouting, etc.;
 7. Engage in behavior that intimidates others or incites violence or disorder;
 8. Address the Commission on issues that do not concern the services, policies or affairs of the City;
 9. Make unduly repetitive statements;
 10. Refuse to stop talking after the allotted time has expired;
 11. Address the Commission on a matter to which the speaker is a party and is currently pending before a court, quasijudicial body, board or administrative forum.
 - (f). The Mayor shall preserve order and decorum at Commission meetings. Any citizen who fails to comply with the directive of the Mayor to comply with these rules may be held by the Mayor to be out of order and ordered to leave the speaker's podium. The Mayor may order the expulsion of any person who fails to comply with the Mayor's directive and who engages in disruptive behavior. Any person so expelled shall not be readmitted for the remainder of the meeting from which expelled.

Any person who has been so expelled and who at a later meeting again engages in behavior justifying expulsion may also be barred from attendance at future Commission meetings for a specified and reasonable period of time not to exceed six (6) months, or upon a still subsequent expulsion a period not to exceed one (1) year either by the presiding officer, subject to appeal to a majority vote of the Commission members present, or by motion passed by the Commission.

Section 2. After publication as required by law, this ordinance shall become effective immediately.

Ord. No. _____ Repealing Chapter 2, Administration, Sec. 2-106, Public character of meetings; speaking by others and Section 2-107, Speaking time limits at hearings and privileges of the floor, of the Code of Ordinances and adding Section 2-111, Policy for decorum during commission meetings/privileges of the floor, continued.

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 employment agreement between the City of Dothan and Michael West, the commencement of which was March 5, 2014 is to be superceded in favor of a new employment agreement effective March 6, 2016 under the terms and conditions as set forth in the said agreement which follows:

EMPLOYMENT AGREEMENT

This Agreement, made and entered into this 1stth day of March, 2016 between the City of Dothan, a municipal corporation, hereinafter referred to as "CITY" and Michael West, hereinafter referred to as "MANAGER", both of whom understand as follows:

WITNESSETH:

WHEREAS, the City desires to employ the services of Michael West as City Manager of the City of Dothan as provided by Chapter 2, Sec. 2-141, et seq., Code of Ordinance of the City of Dothan; and Section 11-44E-90, et seq., Code of Alabama, 1975, as amended; and

WHEREAS, it is the desire of the City Commission to provide certain benefits, establish certain conditions of employment, and to set working conditions of said MANAGER; and,

WHEREAS, it is the desire of the City Commission to (1) retain the services of MANAGER and to provide inducement for him to remain in such employment, (2) to act as deterrent against malfeasance or dishonesty for personal gain on the part of MANAGER, and (3) to provide a just means for terminating MANAGER'S services at such time as he may be unable to fully discharge his duties or when CITY may desire to otherwise terminate his employment;

WHEREAS, MANAGER desires employment as City Manager of said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually agree as follows:

Section 1. DUTIES

City hereby agrees to employ Michael West as City Manager of said city to perform the duties and functions specified in the Code of the City of Dothan and such other legally permissible and proper duties and functions as the City Commission shall from time to time assign.

Section 2. TERM

- A. MANAGER agrees to remain in the exclusive employ of the CITY until 5:00 P.M. on March 1, 2019.
- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City Commission to terminate the services of MANAGER at any time, subject only to the provisions set forth in Section 3, Paragraph A of this agreement.

Section 3. TERMINATION, NOTICE AND SEVERANCE PAY

- A. In the event the City Commission decided to exercise its right to terminate MANAGER before expiration of the aforementioned terms of employment and during such time that MANAGER is willing and able to perform the duties of City Manager, then and in that event, the CITY agrees to give MANAGER regular payments equal to his base salary and to maintain health and dental insurance for MANAGER and family for nine (9) months, plus any unused accumulated annual leave, provided, however, that in the event the MANAGER is terminated because of his conviction in the trial of any felony, then, and in that event, CITY has no obligation to give notice or pay the aggregate severance sum designed in this paragraph. In the event the MANAGER voluntarily resigns his position with the City before expiration of the aforesaid term of employment, then he shall give the CITY ninety (90) days notice in advance. CITY shall then have the option of relieving MANAGER of any further duties while giving MANAGER full and complete payment for said remaining ninety (90) days.
- B. Should MANAGER secure comparable professional employment during the nine month severance, CITY'S obligations to MANAGER shall cease. Should MANAGER'S subsequent employment not constitute comparable professional employment then CITY shall make up the difference, if any, between his final salary with CITY and his salary in his subsequent job and maintain health and dental insurance for MANAGER and family for nine months following severance if MANAGER'S subsequent employment does not provide health or dental insurance.

Section 4. SALARY

- A. CITY agrees to pay MANAGER an annual salary of \$173,638.40 for his services rendered, payable bi-weekly at the same time as other employees of the City are paid.
- B. MANAGER shall remain a member of the State of Alabama Employees Retirement System.

Section 5. TRANSPORTATION

MANAGER shall be furnished a vehicle by CITY. Gas and oil (plus all maintenance and repairs to include tires) for said vehicle will be furnished by CITY. Insurance and other accumulated costs will be borne by CITY.

Section 6. DUES AND SUBSCRIPTIONS

CITY agrees to budget and to pay professional dues of MANAGER necessary for his continuation and full participation in those national, regional, state and local associations

and organizations approved by the Commission as necessary and desirable for his continued professional participation, growth and advancement, and for the good of the City.

Section 7. PERSONAL DEVELOPMENT

CITY hereby agrees to budget and to pay the travel and subsistence professional expenses of MANAGER for professional and official travel, meetings and occasions which are approved by the Commission as adequate to continue the professional development of MANAGER and to adequately pursue necessary, official and other functions for CITY, including but not limited to the International City Management Association, and such other national, regional, state and local government groups and committees thereof which MANAGER serves as a member subject to approval by the Commission.

Section 8. GENERAL EXPENSES

CITY agrees to budget and to pay certain reasonable expenses of a non-personal job affiliated nature incurred by MANAGER subject to approval by the Commission. Disbursement of such monies shall be made upon receipt of duly executed vouchers, receipts, statements of personal affidavit.

Section 9. OTHER BENEFITS. Life Insurance, Medical, Dental and Hospitalization Insurance

CITY shall pay the premiums for life insurance in an amount equal to one year's salary, full family medical and dental and full family hospitalization insurance, said coverage to become effective immediately upon employment. The CITY shall also pay for a complete annual physical examination for the MANAGER. The CITY shall also pay long term disability insurance for MANAGER with premiums not to exceed \$2,300.00 per annum. The City shall further provide up to forty-five (45) days of additional paid sick leave in the event of illness of duration beyond normal sick leave. Said additional sick leave cannot be carried over nor does it have any cash value.

Section 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. The City Commission shall fix any other terms and conditions of employment as it may from time to time determine, relating to the performance of MANAGER, provide such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the City Charter, or any other law. MANAGER shall receive the same percentage cost of living expense increases as other City employees and at the same time.

- B. The MANAGER shall be allowed paid holiday, paid vacation and paid sick leave benefits equal to those benefits set out in Sections 9-20, 9-30 and 9-60 of the City of Dothan Personnel Rules and Regulations. Nothing in this agreement shall be construed to make MANAGER subject to the provisions of the City of Dothan Personnel Rules and Regulations nor the Civil Service Act for the City of Dothan provisions regarding employee benefits except as otherwise specifically set out herein.
- C. Immediately upon employment, and upon commencement of each year thereafter, MANAGER shall be allowed ten days of paid managerial leave which cannot be accumulated, carried over and which have no cash value to MANAGER.

Section 11. GENERAL PROVISIONS

- A. The text herein shall constitute the entire agreement between the parties.
- B. The parties agree that this contract is entered into and shall be governed by the laws of the State of Alabama.
- C. The commencement date of this agreement shall be 8:00 A.M. on the 6th day of March 2016.
- D. The City Commission shall provide an evaluation of MANAGER'S performance on a yearly basis, no later than thirty (30) days following the anniversary date of MANAGER'S employment. Based upon this evaluation the City may adjust the MANAGER'S compensation or provide an annual bonus, provided, however, MANAGER'S compensation may not be reduced.
- E. The City agrees that a discussion of the renewal of the City Manager's contract must be placed on the Administrative Agenda by the second meeting in February, 2018. The City Commission must then vote at the next regular meeting on the proposed replacement of the said contract.
- F. The City Manager agrees to maintain his residence in the City of Dothan during the term of this contract.

IN WITNESS WHEREOF, the City of Dothan, Alabama, has caused this agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and MANAGER has signed and executed this agreement, both in duplicate, the day and year first above written.

IN WITNESS WHEREOF, we have set our hands and seals on this _____ day of _____, 2016.

CITY OF DOTHAN, ALABAMA

By _____
Mike Schmitz, Mayor

ATTEST:

By _____
Tammy Danner, City Clerk

City Manager

WITNESS:

Resolution No. _____ Entering into an agreement with Michael West, continued.

Section 2. That Mike Schmitz, President of the Board of Commissioners and Mayor of the City, is hereby authorized and directed to execute the said agreement, for and in the name of the City of Dothan, which shall be attested by the City Clerk.

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 realizes that the revitalization of Howell School will have a tremendous impact on the community and the residents it serves; and

WHEREAS, The Peaks at Dothan, LP, an Alabama limited partnership has plans for the renovation of Howell School as a multi-family affordable housing project; and

WHEREAS, The Peaks at Dothan, LP expects to finance the project with a combination of federal low income housing tax credits, federal and state historic tax credits, and debt financing; and

WHEREAS, The Peaks at Dothan, LP has stated that the Project requires an additional \$1,500,000.00 of equity or deeply subordinated debt in order to be financially feasible; and

WHEREAS, the City of Dothan is willing to provide, through the Dothan Downtown Redevelopment Authority, \$1,500,000.00 in cash and or in value of facilities or work provided for the Project, such as utility installation to the property, waiver of building permit fees and utility fees or some combination thereof for the Howell School revitalization project.

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 provide, through the Dothan Downtown Redevelopment Authority, \$1,500,000.00 in cash and or in value of facilities or work provided for the Project, such as utility installation to the property, waiver of building permit fees and utility fees or some combination thereof.

Section 2. That the investment, in kind utility service and fee waivers be made only after all other financing is in place and closed.

Section 3. That the Peaks at Dothan, LP enters into a Development Agreement with the DDRA stating the equity interest of the DDRA in the project and guarantees that the project will be completed and provide affordable housing.

Section 4. That the Agreement must be approved by the Dothan City Commission prior to the disbursement of funds.

Section 5. Closing of the financing shall be deemed to have occurred when:

- (a) the anticipated tax credits have been allocated to the Project;
- (b) the tax credit investors have been admitted into the Partnership and have contributed to the partnership their initial capital contribution;
- (c) the construction loan for the Project has closed;
- (d) a building permit has been issued for the Project by the City of Dothan Department of Planning and Development;

Res. No. _____ Providing \$1,500,000 for the Howell School revitalization project, continued.

- (e) the Partnership has entered into a construction contract for the renovation of the Project;
- (f) the plans and specification for the Project submitted by the Partnership have been approved by the City.

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 Community Development Block Grant (CDBG) Program has approved the Boys and Girls Club of Hawk-Houston Roof Replacement, the Alfred Saliba Family Services Center Partial Roof Replacement, and the Aunt Katie Community Garden Building Rehabilitation Projects, and

WHEREAS, the above projects require Architectural Services, and

WHEREAS, the CDBG Program will be funding the Architectural Services as well as the Projects, and

WHEREAS, the City of Dothan CDBG Program advertised and took proposals for Architectural Services, and

WHEREAS, Gosselin Design is well experienced in architectural design projects of this type and size, and

WHEREAS, Gosselin Design has submitted a proposal to provide services from predesign evaluations through project substantial completion for a fee of \$16,200.00.

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

Section 1. That the City of Dothan enters into a contract with Gosselin Design to provide architectural services for a fee of \$16,200.00 for the CDBG Boys and Girls Club of Hawk-Houston Roof Replacement, the Alfred Saliba Family Services Center Partial Roof Replacement, and the Aunt Katie Community Garden Building Rehabilitation Projects, which said contract follows:



THE CITY OF
DOTHAN, ALABAMA

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

MIKE K. WEST
CITY MANAGER
mkwest@dothan.org

February 12, 2016

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

Gentlemen:

I will be presenting to you for your consideration entering into contract with Gosselin Design for architectural services for the 2015 CDBG Program projects. The cost of the proposal is \$16,200. The funds for this project will come from the CDBG.

2015 CDBG Program has been approved to replace the roof of the Hawk-Houston Boys and Girls Club, partially replace the roof of the Alfred Saliba Family Services Center (in the Young Junior Building), and rehabilitate two structures to be used by Aunt Katie Community Garden.

The staff recommends and I concur with aforementioned request to enter into contract with Gosselin Design for architectural services at a cost of \$16,200 for the 2015 CDBG Program projects.

Sincerely,

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

Michael K. West
City Manager

Agreement between Owner and Architect
FOR SMALL COMMERCIAL PROJECTS

AGREEMENT made as of the _____ of _____ in the year two thousand sixteen.

BETWEEN the Owner:

City of Dothan, Alabama
Mike Schmitz, Mayor

and the Architect:

Gosselin Design, LLC
288 West Main Street, Suite 1
Dothan, Alabama 36301

for the following Projects:

1. Boys and Girls Club of Hawk Houston – Roof Replacement.
2. Alfred Saliba Family Services Center – Partial Roof Replacement.
3. Aunt Katie's Community Garden – Roof Replacement.

The Owner and Architect agree as follows.

ARCHITECT'S RESPONSIBILITIES:

Provide Architectural services for the Project in a manner consistent with locally accepted standards for professional skill and care.

Based on owner provided Project requirements, the Architect shall develop a design.

Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides.

The Architect shall assist the Owner in filing documents required for the approval of governmental authorities.

The Architect's services during construction include, at the Owners' request, interpreting the Contract Documents, reviewing the Contractor's submittals, visiting the site, reviewing and certifying payments, and rejecting nonconforming Work.

The Architect's services include no consulting services (structural, mechanical, or electrical engineering, etc...).

The Architect shall conduct one pre-bid meeting and one pre-construction meeting for each project.

OWNER'S RESPONSIBILITIES:

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements.

The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project.

The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information.

The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as structural engineering and surveying.

USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are instruments of the Architect's service and are for the Owner's use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project or termination of this Agreement, the Owner's right to use the instruments of service shall cease. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure, whether directly or by Owner's insurance company, to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect and Architect's employees shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site.

PAYMENTS AND COMPENSATION TO THE ARCHITECT:

The Architect's Compensation shall be shall be a total lump sum of \$16,200.00.

Compensation per project:

1. Boys and Girls Club of Hawk Houston – Roof Replacement: \$7,500.00.
2. Alfred Saliba Family Services Center – Partial Roof Replacement \$4,900.00
3. Aunt Katie's Community Garden – Roof Replacement: \$3,800.00

The Owner shall provide all printing and advertisement costs for the project.

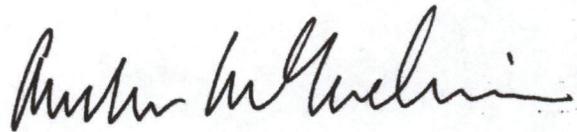
Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of ten percent (10 %).

At the request of the Owner, the Architect shall provide services not included in Architect's Responsibilities for additional compensation. Such services may include providing or coordinating services of consultants not identified in Architect's Responsibilities; revisions due to changes in the scope, quality or budget; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; and services not completed within Six (6) months of the date of this Agreement through no fault of the Architect. Additional Services of the Architect shall be reimbursed at the following rates: Principals' time at the fixed rate of \$145 per hour; Architectural Intern and Drafting time at the fixed rate of \$65 per hour; Clerical personnel time at the fixed rate of \$25 per hour.

This Agreement entered into as of the day and year first written above.

OWNER
CITY OF DOTHAN, ALABAMA

ARCHITECT



(Signature)
Mike Schmitz, Mayor

(Signature)
Andrew M. Gosselin

Resolution No. _____, entering into a contract with Gosselin Design continued.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

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 accepts funding from the U.S. Department of Justice, United States Marshals Service under the STARS program for supplies and equipment totaling \$1,267.96 for participation and support of task force investigation operations.

Section 2. That the sum of \$1,268.00 be appropriated in FY2016 to the General Fund/Police Department/Miscellaneous Charges, Account Number 001-1201-512.30-49, Project #USMARS. This appropriation is to be funded by increasing the General Fund/Grant Revenues/U.S. Marshals Services, Account Number 001-0000-331.49-00 by the sum of \$1,268.00.

Section 3. That Mike Schmitz, Mayor of the City of Dothan and in such capacity, is hereby authorized and directed to accept the said funding 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



THE CITY OF
DOTHAN, ALABAMA

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

MIKE K. WEST
CITY MANAGER
mkwest@dothan.org

February 26, 2016

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

Members of the Dothan City Commission:

I will be presenting to you for your consideration a request from the Police Department to accept funding from the U.S. Department of Justice United States Marshals Service under the STARS program for supplies and equipment totaling \$1,267.96 for participation and support of task force investigation operations. No additional funding is required.

The staff recommends and I concur with aforementioned request to accept agreement and grant valued up to \$1,267.96.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike West", written over a faint, larger signature.

Michael K. West
City Manager

INSTRUCTIONS: See page 2 for detailed instructions.

SECTION 1: OBLIGATION

STARS OBLIGATION #:

SECTION 2: PARTICIPATING AGENCIES

Notification to state and local agencies of funding provided in support of U.S. Marshals Service operations, pursuant to the Memorandum of Understanding (MOU) between:

Dothan Police Department
and

Middle District of Alabama (02)

SECTION 3: PROJECT / OPERATION NAME

Operation Quad County Round Up

SECTION 4: PERIOD OF PERFORMANCE

February 16, 2016 to March 31, 2016

SECTION 5: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC	PURPOSE	DOLLAR AMOUNT
				2100	Travel / Per Diem	
				2532	Investigative Expenses	
				2599	State & Local Overtime	
				2600	Supplies & Materials	\$1267.96
					See Attachment	
ADD APPROPRIATION DATA						TOTAL OBLIGATION AMOUNT: \$1267.96

SECTION 6: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:

Name: Ernest Williams III
Phone: 334-657-2071
E-mail: ernest.williams@usdoj.gov

STATE/LOCAL CONTACT:

Name: _____
Phone: _____
E-mail: _____

SECTION 7: AUTHORIZATION

This obligation document serves as notification of funding provided to support state and local agencies participating in U.S. Marshals Service Operations subject to the availability of funds. The U.S. Marshals Service reserves the right to remove unused residual funds upon completion of payments under this obligation.

USMS Administrative Representative - Certification of Funds:

Signature: _____ Date: _____
[Type Name and Title]

USMS Operational Representative - Obligation Approval:

Signature: ERNEST WILLIAMS Date: 2/11/2016
Ernest Williams Senior Inspector

Departmental Representative - Acknowledgement:

Signature: Mayor Date: _____

FORM USM-614 INSTRUCTIONS

The Investigative Operations Obligation Document is designed to provide district and regional fugitive task forces with one standard obligating form to record new obligations of USMS funding in STARS. To adjust funding in an existing obligation, please refer to Form USM-614A, Investigative Operations Task Force Modification Document. Funding in support of the task force mission is pursuant to the existing Memorandum of Understanding (MOU) between the USMS and the state or local law enforcement agency participant. Reimbursements are subject to the availability of funds and contingent upon the submission of proper documentation. Please note that overtime reimbursements require the submission of agency invoices and supporting documentation on a quarterly basis.

In the event that the USMS will use a payment method OTHER than reimbursement directly to the state or local agency, additional guidance will be provided by USMS Headquarters. The district or RFTF office is responsible for communicating payment procedures to their partnering agencies. All payments are made via Electronic Funds Transfer (EFT) through the U.S. Department of Treasury.

SECTION 1: Obligation Number

- A. Enter STARS Obligation number.

SECTION 2: Participating Agencies

- A. BOX 1: Enter name of state or local participating agency.
- B. BOX 2: Use drop down menu to select appropriate USMS District/RFTF.

SECTION 3: Project/Operation Name

- A. IOD will insert the name of the project or operation being funded.

SECTION 4: Period of Performance

- A. Insert valid period of performance for the obligation. Obligations created using the one-page Investigative Operations Task Force Obligation Form may not cross fiscal years.
- B. Period of performance must begin no earlier than the date of funds availability (provided by IOD) and end no later than September 30 of the current fiscal year.

SECTION 5: Appropriation Data

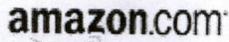
- A. Enter information across appropriate field for all items being obligated. All fields for a line item must be completed in order to proceed to the next step.
- B. Project Codes: Will be assigned by IOD.

SECTION 6: Contact Information

- A. Enter District/RFTF contact information (Box 1) and State/Local contact information (Box 2).

SECTION 7: Authorization

- A. Certification of Funds: Signature will be applied by the IOD representative upon confirmation that funds have been moved into the budget.
- B. Obligation Approval: Signature will be applied by District or RFTF representative upon receipt of obligation document. To ensure sufficient internal controls and proper segregation of duties, the district/RFTF representative approving obligation forms cannot also approve invoices or reimbursements related to the same obligation. (See U.S. Office of Management and Budget (OMB) Circular A-123 and USMS Office of Finance guidance for further information regarding internal controls.)
- C. Acknowledgement: Signature will be applied by state or local agency representative. The obligation is not valid until all parties have signed. When completed, the form will be returned to the District/RFTF office. Districts are responsible for entering obligations into STARS. RFTF obligations will be forwarded to Headquarters IOD to be entered into STARS.



Details for Order #107-6616545-2125042

Print this page for your records.

Paid By: City of Dothan
Placed By: Tonja Shelley
Order Placed: February 16, 2016
Amazon.com order number: 107-6616545-2125042
Order Total: \$1,267.96

Not Yet Shipped

Items Ordered

	Price
1 of: <i>Otterbox Defender Series Case for iPad Air 2, Black (77-50999)</i> Sold by: Amazon.com LLC	\$56.99
Condition: New	
2 of: <i>Apple MGKL2LL/A iPad Air 2 64GB, Wi-Fi, (Space Gray)</i> Sold by: dealsforyour (seller profile)	\$540.00
Condition: New	
2 of: <i>iPad Air 2 Charger Apple MFi Certified 6FT Lightning to USB Charging Cable Cord + 2 Port 3.1A USB Car Adapter for Apple iPad Air 2 iPad 6</i> Sold by: noot products (seller profile)	\$13.99
Condition: New	
1 of: <i>ZAGG Rugged Book Case Durable Hinged with Detachable Backlit Keyboard for iPad Air 2 - Black (ID6RGK-BB0)</i> Sold by: Amazon.com LLC	\$102.99
Condition: New	

Shipping Address:

Tonja Shelley Police Department
210 N SAINT ANDREWS ST
DOTHAN, AL 36303-4898
United States

Shipping Speed:

Two-Day Shipping

Project: USMARS

Payment information

Payment Method:

Amazon Corporate Credit Line
Your PO #: V07242

Item(s) Subtotal:	\$1,267.96
Shipping & Handling:	\$0.00

Total before tax:	\$1,267.96
Estimated tax to be collected:	\$0.00

*US Marshal Grant
Equipment & Supplies*

Grand Total: \$1,267.96

To view the status of your order, return to [Order Summary](#).

RESOLUTION NO. _____

WHEREAS, the Dothan Fire Department has been awarded a State of Alabama Mutual Aid System (AMAS) Grant for the purchase of equipment, training and supply replacement for the Hazardous Materials, Heavy Rescue and Swift Water Rescue Teams; and

WHEREAS, the grant is 100% reimbursable with the City funding the initial purchase and requesting reimbursement through the Houston County Emergency Management Agency.

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 a grant award from the State of Alabama Mutual Aid System (AMAS) for the purchase of equipment, training and supply replacement for the Hazardous Materials, Heavy Rescue and Swift Water Rescue Teams in the amount of \$34,544.00, which said grant award follows:



THE CITY OF DOTHAN, ALABAMA

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

MIKE K. WEST
CITY MANAGER
mkwest@dothan.org

February 26, 2016

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

Members of the Dothan City Commission:

I will be presenting to you for your consideration a request from the Fire Department to accept an AMAS 100% reimbursable grant award. The grant amount is \$34,544 and is not part of the Fire Department's current budget. The City of Dothan will provide funding initially and request reimbursement through the Houston County EMA.

The Fire Department is a member of the Alabama Mutual Aid System (Region B) and operates a hazardous materials, heavy rescue and swift water team. Grant money continues to provide the primary funding for training, equipment repair and equipment replacement to ensure the readiness of these teams.

The staff recommends and I concur with aforementioned request to accept the AMAS 100% reimbursable grant award in the amount of \$34,544.

Sincerely,

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

Michael K. West
City Manager

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

PROJECT TITLE:	AMAS Grant FY 2016 Award	
DEPARTMENT:	Fire	
DEPARTMENT HEAD:	Larry H. Williams, Jr.	
REPORT DATE:	2/17/2016	ADMIN. MEETING DATE: 03/1/2016

PURPOSE:

Our department has been awarded a 100% reimbursable grant to purchase equipment and training for our AMAS regional response teams. Our teams depend heavily on these funds to support training, equipment purchase, equipment repair and supply replacement. We have submitted a detailed list of equipment and training needs with the associated cost. The City of Dothan would fund the purchases and then receive reimbursement through the Houston County EMA.

BACKGROUND:

We are a member of the Alabama Mutual Aid System (Region B) and operate a hazardous materials, heavy rescue and swift water team. Grant money continues to provide the primary funding for training, equipment repair and equipment replacement.

DESCRIPTION:

The grant is submitted through the Alabama Law Enforcement Agency via budget detail worksheets explaining our current needs based on population and team readiness. Division B was awarded \$34,544 to be held by the Houston County EMA. The City of Dothan will initially fund all purchases and file for reimbursement through Houston County EMA.

RECOMMENDATION:

We recommend the City of Dothan accept the 100% reimbursable grant award.

COST ANALYSIS:

Swift Water Rescue Team	\$ 6,000
Hazardous Materials Team	\$ 8,580
Heavy Rescue Team	<u>\$19,964</u>
Total	\$34,544

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
ASSISTANCE ALLOCATION – LETTER OF AGREEMENT**

1. Administrator Name & Address: HOUSTON COUNTY EMA (Dothan Fire Department) P.O. BOX 6406 DOTHAN, AL 36302-6406		2. Issuing Office & Address: Alabama Law Enforcement Agency P.O. Box 304115 Montgomery, AL 36130-4115	
3. FY 2015	4. Amount of: Federal: \$34,544.00 Total: \$34,544.00	5. Effective Dates Begin: 01/01/2016 End: 12/31/2017	6. Award Number: 5FIL

HOUSTON COUNTY EMA is herein referred to as the Administrator, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2015 is herein referred to as the Agreement Fiscal Year.

1. **Applicable Federal Regulations and Guidance:** The Administrator and the Equipment Recipient must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230. The Administrator and Equipment Recipient must comply with the provisions of 44 CFR: Emergency Management and Assistance, applicable to grants and cooperative agreements, including Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. The Administrator and Equipment Recipient must comply with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. The Administrator and Equipment Recipient must comply with all applicable guidelines and requirements in the Funding Opportunity Announcement for these funds.
2. **Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulation referenced above.
3. **Audit Requirements:** The Administrator and Equipment Recipient agree to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this award shall be made available for audit and inspection by ALEA and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with OMB Circular A-133. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the Administrator has not expended the amount of federal funds that would require a compliance audit. The Administrator agrees to accept these requirements.
4. **Non-Supplanting Agreement:** The Administrator and the Equipment Recipient shall not use Federal Homeland Security Grant Program funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the sub-grantee must stop charging the grant for the new position. Upon filling the vacancy, the Administrator may resume charging for the grant position.
5. **Project Implementation:** The Administrator and the Equipment Recipient agrees to implement all projects within 90 days following the award effective date or be subject to automatic cancellation of the award. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR) following the award.
6. **Written Approval of Changes:** Any mutually agreed upon changes to this award must be approved in writing by ALEA, prior to implementation or obligation and shall be incorporated in written amendments to this award. This procedure for changes to the approved award is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.
7. **Individual Consultants:** Billings for individual consultants/contractors must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates.

Initial Here 

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

8. Bidding Requirements: The Administrator and Equipment Recipient must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6. Failure to follow the Federal, State and local required bidding procedures will result in purchases not being eligible for reimbursement with federal funds.
9. Personnel and Travel Costs: The US DHS Financial Guide is the source document for all Homeland Security Grant Program related financial matters, including personnel and travel costs. The Administrator must comply with the provisions in this guide. This guide has been distributed by ALEA annually during the past several years and is available online and upon request. Personnel and travel costs must comply with local, State and Federal policies and procedures, and policies must be applied uniformly to travel costs. Travel costs must not exceed the rate set by State regulation; *however, at no time can the travel and lodging rates exceed the federal rates established by the U.S. General Services Administration (GSA)*. Also note that the US DHS Financial Guide provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food beverage expenses are restricted.
10. Terms of Grant Period: Funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than thirty (30) calendar days after the end of the grant period. Also, any obligation of funds dated after the expiration of the grant period will not be eligible for reimbursement.
11. Utilization and Payment of Funds: Funds awarded are to be expended only for purposes and activities included in the approved project plan and budget. Items submitted for reimbursement must be documented in the budget detail worksheet in order to be eligible for reimbursement. Failing to meet this requirement without prior written approval will result in a payment adjustment to correct previous overpayments, disallowances or under payments resulting from audit.
12. Recording and Documentation of Receipts and Expenditures: The Administrator's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the award are for allowable purposes. Equipment purchases may only include items included in the Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all award cash, real property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payroll documentation, time and attendance records, contract documents, award documents, etc.
13. Financial Responsibility: The financial responsibility of the Administrator must be such that the Administrator can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:
 - a. Accounting records should provide information needed to adequately identify the receipt of funds under each award and the expenditure of funds for each award;
 - b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
 - c. The accounting system should provide accurate and current financial reporting information;
 - d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

Initial Here SK

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

14. Property Management Requirements:

a. Effective control and accountability must be maintained for all award-purchased property. The Administrator and the Equipment Recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. The Administrator and the Equipment Recipient will ensure proper use, maintenance, protection and preservation of such property. All equipment acquired under a Federal award will be stored on public property. Title to non-expendable property acquired in whole or in part with award funds shall be vested with the Administrator or the Equipment Recipient.

b. The federal procedures for managing equipment will be the responsibility of the Administrator. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, at a minimum, meet the following requirements:

- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- (2) A physical inventory of the property must be taken and the results reconciled with property records at least once every two years.
- (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- (4) Adequate maintenance procedures must be developed to keep the property in good condition.
- (5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

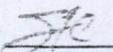
c. Disposition: Equipment shall be used in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. Property may be retained by the Administrator agency and signed out to other NIMS compliant agencies on an as-needed basis, or property may be signed over to another NIMS complaint agency permanently. Property will only be transferred for disposal if it is certified as no longer serviceable and coordinated in advance with ALEA. Theft, destruction, or loss of property shall be reported to ALEA immediately.

d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. These vehicles may not be used for routine administration or daily operations. The mileage for all vehicles purchased with Homeland Security Grant Program (HSGP) funds will be checked during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.

e. Equipment Marking: The Administrator and the Equipment Recipient agree that, when practicable, any equipment purchased with HSGP funds shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting ALEA.

15. Performance: Funds may be terminated or fund payments discontinued by ALEA where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those award conditions or other obligations established by ALEA. In the event the Administrator or the Equipment Recipient fails to perform the services described herein and has previously received an award from ALEA, the full amount of the payments made shall be reimbursed to ALEA. However, if the services described herein are partially performed, and the sub-grantee has previously received financial assistance, then a proportional reimbursement shall be made to ALEA for payments made.

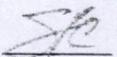
16. Deobligation of Funds: All expenditures of award funds must be completed and the award closed out within thirty (30) calendar days of the end of the award period. Failure to close out the award in a timely manner will result in an automatic deobligation of the remaining award funds by ALEA.

Initial Here 

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

17. Americans with Disabilities Act of 1990 (ADA): The Administrator and the Equipment Recipient must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of Federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the Federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from Federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.
19. Utilization of Minority Businesses: Administrators and Equipment Recipients are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
21. Debarment Certification: With the signing of the cooperative agreement, the Administrator and the Equipment Recipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form.
22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency recipients that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the funds. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the award, or government-wide suspension or debarment.
23. Publications: The Administrator agrees that all publications created with funding under this award shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the U.S. Department of Homeland Security". The Administrator also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Administrator.
24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
25. Fiscal Regulations: The fiscal administration of awards shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA guidelines or "Special Conditions" placed on the award.
26. Compliance Agreement: The Administrator and the Equipment Recipient agree to abide by all Terms and Conditions including "Special Conditions" placed upon the award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the award.
27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.

Initial Here



**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

a. **Equipment Storage:** Rental or leasing of space for a newly acquired, allowable equipment items is allowable. Funds may be used to cover only the portion of the rental lease period that occurs during the award project period. Supplanting of previously planned or budgeted activities is strictly prohibited.

b. **Exercises:** Rental or leasing of space for design, development, conduct and evaluation of exercises is allowable. This includes the costs related to the rental of space locations for both exercise planning and conduct.

c. **Office Space:** Leasing of office space is generally not authorized. In certain cases, it may be approved based on the requirements for hiring new personnel. The request to lease space for new personnel must be coordinated in advance with ALEA. If approved, the total cost of space may not exceed the rental cost of comparable space and facilities in a privately-owned building in the same locality. Information to demonstrate that a comparison was conducted by the sub-grantee regarding current market costs for space in the same locale should be made available upon request by the State Administrating Agency (SAA, ALEA) or its representative for audit purposes. The cost of space procured for program usage may not be charged to the program for periods of non-occupancy. Rent cannot be paid if the building is owned by the sub-grantee or if the sub-grantee has a substantial financial interest in the property. The total square footage covered by the lease, total square footage being charged to the award (based on the amount needed for program implementation) and the cost per square foot agreement must be provided to the SAA (ALEA). A copy of the signed lease agreement must be submitted to the SAA before reimbursement is made for the space. Please note that the award can only be charged for the portion of rental costs in accordance with the above requirements. The award cannot be used for mortgage payments, as this is unallowable.

28. **Suspension or Termination of Funding:** ALEA may suspend, in whole or in part, and/or terminate funding for or impose other sanctions on an Administrator or Equipment Recipient for any of the following reasons:

a. Failure to comply substantially with the requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued there under, or other provisions of Federal Law.

b. Failure to adhere to the requirements, standard conditions or special conditions of this award, including property accountability and vehicle usage.

c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been issued.

d. Failure to submit reports on a semi-annual basis and as otherwise required.

e. Filing a false certification, other report or document.

f. Other good cause shown.

29. **National Incident Management System (NIMS):** The SAA met the NIMS compliance requirements in order to receive FY14 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY14 Homeland Security Grant Program funding.

a. The Administrator of FY14 Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.

b. If any Administrator allocates Homeland Security Grant Program funding for a city, town or agency that is not NIMS compliant, the reimbursement claim will not be processed by ALEA and the claim will be returned without action.

Initial Here

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the Equipment Recipient agrees to remain a party to the AMAS program.
31. Budget Detail Worksheet (BDW):
- a. The Administrator will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Administrator must receive approval of the BDW in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the requested items. The BDW submitted by the Administrator will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises), and will also provide a valid estimate of the actual quantities and costs for the items. The items listed on the BDW must be allowable in accordance with the US DHS Homeland Security Grant Program guidance. Any equipment requested must also be listed on the current version of the Authorized Equipment List (AEL). Additionally, a revised BDW must be submitted for addition or deletion of any items from the original worksheet. If additions, deletions, or changes in cost total \$5,000.00 or more, a new signature sheet by stakeholders is required to be submitted with the BDW revision. Electronic copies of BDW must be submitted within 60 days of receipt of this award. The electronic BDW is a requirement in addition to the paper copy that is submitted.
- b. In regard to Law Enforcement, the Administrator agrees to spend the appropriate percentage of this award in compliance with US DHS Homeland Security Grant Program guidance and ALEA special instructions. Additionally, the dollar amount and overall percentage for Law Enforcement expenditures will be documented in a letter and submitted with the BDW.
32. Metropolitan Medical Response System (MMRS):
- a. The MMRS leadership shall ensure that local strategic goals, objectives, operational capabilities, and resource requirements align with State's Homeland Security strategies. The responsibilities of MMRS Administrators are to:
- Establish and support designated MMRS leadership, such as a Steering Committee, to act as the designated POCs for program implementation. Committees must be established and meet on an appropriate periodic basis in accordance with the committee charter. In addition to appropriate local officials and stakeholders, the committee membership must also include a representative from the State Department of Public Health.
 - Promote integration of local emergency management, health, and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework.
 - Promote sub-State regional coordination of mutual aid with neighboring localities.
 - Enhance, using MMRS funds, sub-State regional planning and training to expand and improve an integrated, inclusive health and medical response to mass casualty events.
 - Validate the Administrator's local emergency response capability to a mass casualty incident by means of a regular schedule of exercises that are Homeland Security Exercise and Evaluation Program (HSEEP)-compatible.
 - Coordinate all MMRS expenditures with the local health department and, where appropriate, local representatives who manage PHEP grants, managed by CDC, and HPP, managed by HHS-ASPR, and Strategic National Stockpile.
 - Have applicable and up to date plans for responding to mass casualty incidents caused by any hazard.
 - Applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible.
 - Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained.
 - Have subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments.

CERTIFICATION BY THE ADMINISTRATOR

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of Administrator as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the Administrator; and that the receipt of these funds will not supplant state or local funds.

Name: Steve Carlisle

Title: Dathan Houston County EMA Director

Agency Address: 114 No. Dates St. Dathan, AL

Phone Number: 334-794-9720

Fax Number: 334-793-3550

Mobile Number: 334-796-5358

E-Mail Address: sfc@houstoncounty.org

Signature: [Signature] Date: 02/04/16

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this cooperative agreement; that costs incurred prior to award approval may result in the expenditures being absorbed by the Administrator; and that the receipt of these funds will not supplant state or local funds.

Name: Mark Culver

Title: Chairman

Agency Address: 462 N. Dates St. Dathan AL

Phone Number: 334-677-9740

Signature: [Signature] Date: 02/04/16

NOTE: THE HS POC AND THE COUNTY OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. ANY STAFF FUNDED UNDER THIS AWARD MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT ALEA APPROVAL.

CERTIFICATION BY RECIPIENT OF FEDERAL GRANT FUNDED ITEMS

I certify that I understand and agree to comply with the general and fiscal provisions of this cooperative agreement including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal, state and local laws that apply; that all information presented is correct.

Name: _____

Title, Agency, Agency Address, Phone Number: _____

Signature: _____ Date: _____

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Spencer Collier

Title: Secretary, Alabama Law Enforcement Agency

Signature: [Signature] Date: 1/7/2016

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Sub-grantees should refer to the regulations cited below to determine the certification to which they are required to attest. Sub-grantees should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (SCEMD) determines to award the covered transaction, grant or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over \$100,000, as defined by the applicable CFR, the applicant certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

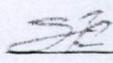
2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable CFR --

A. The applicant certifies that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and
- (4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Initial Here 

**CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

**3. A. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) -- APPLICABLE TO SUB-GRANTEES
RECEIVING \$50,000 OR MORE, AND ALL STATE AGENCIES REGARDLESS OF AWARD AMOUNT.**

As required by the Federal Drug-Free Workplace Act of 1988 and implemented under the applicable CFR for grantees --

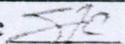
The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2) Establishing an on-going drug-free awareness program to inform employees about --
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;
- (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

**B. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) -- APPLICABLE TO SUB-GRANTEES
RECEIVING \$50,000 OR MORE.**

As required by the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for sub-grantees --

- A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

Initial Here 

ACCEPTANCE OF AUDIT REQUIREMENTS

We agree to have an audit conducted in compliance with OMB Circular A-133, if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, we will forward for review and clearance a copy of the completed audit(s) to the following:

Alabama Law Enforcement Agency
Accounting Office
Post Office Box 304115
Montgomery, Alabama 36130-4115

The following is information on the next organization-wide audit which will include this agency:

1. *Audit Period:	Beginning	Ending		
2. Audit will be submitted to ALEA Accounting Office by:		(Date)		

NOTE: The audit or written certification must be submitted to ALEA, *no later than the ninth month after the end of the audit period.*

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire award period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133.

Any information regarding the OMB Circular audit requirements will be furnished by ALEA, upon request.

***NOTE:** The Audit Period is the organization's fiscal or calendar year to be audited.

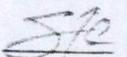
Failure to complete this form will result in your award being delayed and/or cancelled.

Form Completed By
Name:

Title:

Signature:

Initial Here



Res. No. _____ Accepting a grant award from the State of Alabama Mutual Aid System (AMAS) continued.

Section 2. That the sum of \$6,000.00 be appropriated in FY 2016 to the General Fund/Fire Department/FEMA Grant/Public Safety/Materials & Supplies/Other Operating Supplies, Account Number 001-1607-516.20-29, Project #FEMA37 for the purchase of equipment, training and supply replacement for the Swift Water Rescue Team; the sum of \$8,580.00 be appropriated in FY 2016 to the General Fund/Fire Department/FEMA Grant/Public Safety/Materials & Supplies/Other Operating Supplies, Account Number 001-1607-516.20-29, Project #FEMA38 for the purchase of equipment, training and supply replacement for the Hazardous Materials Team; the sum of \$19,964.00 be appropriated in FY 2016 to the General Fund/Fire Department/FEMA Grant/Public Safety/Materials & Supplies/Other Operating Supplies, Account Number 001-1607-516.20-29, Project #FEMA39 for the purchase of equipment, training and supply replacement for the Heavy Rescue Team This appropriation is to be funded by increasing the General Fund/Intergovernment Revenue/Federal Shared Revenues/US Department of Homeland Security, Account Number 001-0000-332.07-00 by the sum of \$34,544.00 in FY 2016.

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

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, Dothan City Code of Ordinances Section 50-34, Responsibilities of members, requires that each historic preservation commission member and anyone serving the commission in a technical/professional staff capacity is required to attend at least two informational or education meetings per year pertaining to historic preservation; and,

WHEREAS, the National Alliance of Preservation Commissions is holding their national conference in Mobile Alabama July 27-31, 2016 which meets this requirement; and,

WHEREAS, the National Park Service, through the State Historical Preservation Office of the Alabama Historical Commission, is making limited grants available to Certified Local Governments (CLG) to help defray the cost of Commission members and staff to attend the conference; and,

WHEREAS, four Historic Preservation Commission members and two staff will be able to attend with grant funding.

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

Section 1. Applying for and accepting a grant from the Alabama Historical Commission to reduce total outlay required for Dothan's Historical Preservation Commissioners and Staff to attend the National Alliance of Preservation Commissions Conference in Mobile, Alabama, July 27-31, 2016, which said application follows:



THE CITY OF
DOTHAN, ALABAMA

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

MIKE K. WEST
CITY MANAGER
mkwest@dothan.org

February 26, 2016

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

Gentlemen:

I will be presenting to you for your consideration a request to file for and accept a grant that will defray 40% of the cost to send six persons to the National Alliance of Preservation Commissions conference in Mobile, Alabama. Please note that city ordinance requires member training.

Total cost for six to attend the Conference is \$8,416.20. If awarded grant funds, the total cost for attending will reduce to \$ 5,049.72

The staff recommends and I concur with aforementioned request to apply for and accept a grant that will defray 40% of the cost to send six persons to the National Alliance of Preservation Commissions conference in Mobile, Alabama.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike West", written over a faint, larger signature.

Michael K. West
City Manager

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

PROJECT TITLE: Request for Application: Alabama Historical Commission, Historic Preservation Fund for 2016 Mobile NAPC Conference

DEPARTMENT: Planning and Development

DEPARTMENT HEAD: Todd L. McDonald, AICP

REPORT DATE: February 24, 2016

Admin. Meeting Date: March 1, 2016

PURPOSE: Request for permission to file for and accept a grant to reduce total outlay required for Dothan's Historical Preservation Commissioners and Staff to attend the National Alliance of Preservation Commissions Conference in Mobile, Alabama, July 27-31, 2016.

BACKGROUND: The 2016 National Alliance of Preservation Commissions conference will be held in Mobile, Alabama. This presents an outstanding training opportunity for Dothan HPC members and managing staff. Dothan HPC Members are required by ordinance to attend a minimum of two training sessions per year for the City to maintain compliance with CLG (Certified Local Government Standards) requirements. Failure to do so jeopardizes the standing of the City of Dothan's Certified Local Government (CLG) status and restricts the city from securing additional state or federal funds through the State Historical Commission, National Park Service, and US Department of the Interior.

The Certified Local Government (CLG) Program is a preservation partnership between local, state and national governments focused on promoting historic preservation at the grass roots level. The program is jointly administered by the National Park Service (NPS) and the State Historic Preservation Offices (SHPO) in each state. The City of Dothan was designated as a CLG community on November 16, 2010. The City has provided detailed annual reports to the Alabama Historical Commission as required to maintain certification status. In addition to funding benefits, CLG status affirms Dothan's commitment to preservation and increases the City's potential for securing other types of grant funding from federal agencies and private foundations who align and support preservation.

DESCRIPTION: Request for permission to file for and accept a grant that will defray 40% of the cost to send six persons to the 2016 National Alliance of Preservation Commissions conference. Please note that city ordinance requires member training for compliance with the CLG. Compliance enables the City of Dothan to apply for state and federal grant assistance. Attached to this request are the grant application and conference details.

RECOMMENDATION: Approve the requested grant application for submission.

COST ANALYSIS: Total up-front cost for six persons to attend the conference is \$8,416.20. If awarded a grant, the total cost for attending will reduce to \$5,049.72. In addition, for 2016, the typical cost for Dothan's HPC delegation to attend the national conference is greatly reduced due to the fact that air travel is not required. Following is the Conference Budget

CONFERENCE BUDGET

EXPENSE ITEMS	CASH OUTLAY	INKIND DONATIONS
Conference Registration	\$870.00	\$0.00
Short Course Registration	420.00	0.00
Mileage	1,366.20	0.00
Lodging & Meals	5,760.00	0.00
TOTALS	\$8,416.20	\$ 0.00

TOTAL PROJECT COST (Cash Outlay plus In-kind (non-cash i.e. volunteers, etc.) Donations)	\$8,416.20
MATCHING SHARE	5,049.72
GRANT SHARE APPLIED FOR	\$3,366.48

State of Alabama
ALABAMA HISTORICAL COMMISSION
468 South Perry Street
Montgomery, Alabama 36130-0900
HISTORIC PRESERVATION FUND (CFDA 15.904) U.S. DEPARTMENT OF THE INTERIOR
FY2015 Application to the Alabama Historical Commission

2016 APPLICANT INFORMATION

1. Applicant Name City of Dothan Alabama

2. Applicant Address: Street 126 N. Saint Andrews Street P O Box 2121 (Zip 36302)

City Dothan State Alabama ZIP 36303 - _____

3. Applicant Federal Employer Identification Number:

4. Applicant's Status:

Certified Local Government

Sponsored by Certified Local Government. Grant awards will be to CLG's only. CLG may apply as sponsor and pass through grant funds to non-CLG applicant. Name of CLG Sponsor: _____

5. Contact Person (Mr., Ms., Dr.) Mr. Bob Wilkerson, Planner II Telephone 334-615-3415

Name, Title

Address if different from Applicant: _____, _____, _____
State Zip

E-mail Address- bwilkerson@dothan.org

6. Project Director (Mr., Ms., Dr.) Mr. Bob Wilkerson, Planner II Telephone 334-615-3415

Name, Title

Address if different from Applicant: _____, _____, _____
State Zip

E-mail Address- bwilkerson@dothan.org

REQUEST PROFILE

1. Request Category (select one): Project requests must be submitted for a specific activity. More than one application can be submitted for separate projects.

SURVEY AND REGISTRATION

PREDEVELOPMENT

PRESERVATION PLAN DEVELOPMENT

PUBLIC AWARENESS AND EDUCATION

STAFFING

PRESERVATION COMMISSION TRAINING

2. Project Title or Name of Property – **Mobile NACP Form 2016**

3. Project Dates - Beginning **July 27, 2016** Ending **July 31, 2016** No project should take more than one year to complete. Grant agreements will be provided by June 15, 2016 to grant recipients. The grant project should be completed by June 15, 2017 for AHC staff to review products and financial records necessary in closing out the grant to meet federal reporting standards. SPECIAL NOTE: If this project involves grant assistance to a National Historic Landmark, you will not be able to proceed until concurrence is obtained from the National Parks Service as requested by the Alabama Historical Commission.

4. Grant Amount Requested (60% of line 6.) **\$ 3,366.48**

5. Minimum Match Required (40% of line 6. Do not include) **\$ 5,049.72**
overmatch from your budget on page 4 on this line.

6. Total **\$ 8,416.20**
(Check your math: line 4 divided by .60 should equal line 6.)

7. Project Work Area/Location (must be within CLG jurisdiction):

State House of Representatives District – **85, 86, 87, 93** State Senatorial District – **28, 29, 30**
U. S. House of Representatives District – **2**

Dothan
(City)

Houston
(County)

INDIVIDUAL CATEGORIES :

If you selected category SURVEY AND REGISTRATION, complete the following :

Survey:

Square miles to be surveyed _____

Estimated number of standing structure forms to be completed _____

Estimated number of site forms to be completed _____

Registration:

Type: () Single Structure () District () Multiple Property

Number of nominations to be prepared _____

Estimated number of contributing properties contained in nomination(s) _____

PROJECT SUMMARY

Provide a concise description of the project for which funds are being requested. What are the objectives of project? What products will result from project?

The requested funding will assist the City of Dothan's preservation agenda by providing financial assistance for Historical Preservation Commissioners and staff to attend the National Preservation Conference in Mobile.

Expected outcomes include:

- 1- Increase technical knowledge base, empowering commissioners and staff to make better informed decisions when deciding cases brought before the board
- 2- Gain exposure to best practices, generating enthusiasm for new opportunities to pursue within Dothan's Downtown Historical District
- 3- Gain nationwide contacts for the sharing of information, ideas, and blueprints of successful initiatives that can further the City's investment in the Downtown Historical District.

TIME-PRODUCT-PAYMENT SCHEDULE

For each major work activity, provide information on what will be accomplished, the approximate cost and the date by which to be completed. This information will be used to develop a schedule for reimbursements provided to funded projects in the grant agreement. No project should take more than one year to complete. Your schedule should include an interim step at September 30th (end of the fiscal year) so that the Alabama Historical Commission can report the status of your project to the federal government.

July 27-July 31, 2016- Six Historical Preservation Commissioners and City staff will attend the National Association of Preservation Commissioners conference in Mobile, Alabama. The City of Dothan is currently preparing an update of the City's Historical Survey and Registration. Once completed, Commissioners will undertake the task of determining any changes to the existing boundaries. Several commissioners are newly appointed and would benefit from the training and educational opportunities offered by the Conference.

Estimated Reimbursement of Conference costs to the City is **\$3,366.48**

Follow application instructions.

Goal Two: Protect, preserve, restore and maintain historic places

Objective 1: Enforce preservation laws, standards, and agreements

A primary objective to be realized from the requested grant funding is to “**protect, preserve, restore, and maintain historic places**”. In short, that goal motivates Historical Preservation Commissioners who serve the City of Dothan. Their compensation for serving is nothing more than the personal satisfaction which comes from making a difference in saving the fragile pieces of the City’s past, and helping to ensure that we appropriately and methodically honor and reflect that past while making modifications to meet contemporary functional needs of the current inhabitants. Educational sessions, and enlightenment from professional presentations will provide Dothan’s Commissioners with strengthened knowledge bases to approach individual cases in a fair manner while standing firm for the **laws, standards and agreements** that enable preservation.

Goal Three: Foster the belief that historic places enrich our lives and strengthen Alabama’s communities

Objective 3: Expand partnerships for stronger and broader preservation efforts

Another primary goal of Dothan’s Historical Preservation Commission is that of rekindling the sense of vibrancy, population, and quaintness that once existed in the Downtown District. Many have grown unfulfilled by the outward development of “placeless places”, and desire the option to shop, dine, and reside among the architecturally rich and unique settings of a vintage city center such as Dothan has to offer. Revitalization and reuse of our historic district provides opportunities not only locals, but also for tourists interested in the culture of a Deep South post-civil war city that grew and prospered as an agricultural and industrial economy.

Conference attendance will also assist our Commissioners with the goal of “**expanding partnerships for stronger and broader preservation efforts**”. The conference provides opportunities for Commissioners to learn of successful practices and their physical outcomes, from cities all across the state and the nation. That provides for the building of personal contacts which the City can capitalize upon as we move more vigorously to preserve and protect the relics of our past.

Programmatic Questions:

1: Yes

The City of Dothan has a very high unemployment rate among African-American communities. When we look at this on a census tract level, we see that neighborhoods proximate to the Downtown Historic District are those in greatest need of jobs, and jobs which are walkable distances from their residences. Many live in the NBCAR Historic District which abuts the Downtown District. As the downtown revitalizes through historic restoration, demand for retail, dining, and food services will grow. Those establishments provide opportunities for unskilled labor positions which help some of those in need. Each property that we can assist with restoration and reuse, moves us closer to attracting greater establishments, such as hotels, fast food operations, and entertainment venues. The great success of “Alley Station” in Montgomery is a prime example of significant job creation that we desire to duplicate. We believe that similar success in Dothan would benefit our minority and underserved constituents.

2: Yes

The City of Dothan has a track record of success with management of grants awarded by AHC. Currently the

City is managing a \$7,090.00 grant awarded by AHC in 2015 for Resurvey and Registration of the Downtown Historic District. In addition, Dothan has a very strong track record of managing all grant awards to the city including our highly successful Community Development Block Grant program, ALDOT funding and many more state and federal program awards.

3: Yes

The City of Dothan classifies each of the associated conference costs as “direct”. Therefore the indirect percentage for this request is 0%.

4: Yes

All attendees for the conference consist of Dothan Historical Preservation Commission Members, the City of Dothan Planning Director, and the City’s Long-Range Planner/ DHPC Coordinator.

5:

The City of Dothan is currently on The National Register. The original Survey and Registration was conducted in 1984. A resurvey was conducted successfully in 1994, and we are currently mid-way of our 2016 Survey.

General Grant Criteria

Dothan’s Historical Preservation Commissioners take their position and duties very seriously. Each has a desire to remain educated and informed with regard to the most current practices and procedures enabling them to carry- out their duties in the best interest of City and its cultural interests. The HPC is currently facing some challenging and highly important decisions with regard to potential modification of local laws and guidelines that better serve and promote a healthy downtown economy, while protecting the cultural integrity. Laws and regulations written 25 to 30 years past are presenting frequent challenges for the HPC, the Dothan Planning Commission and the Downtown Dothan Redevelopment Authority. The opportunity to gain enlightenment and best practices regarding how other progressive cities deal with such challenges is a great benefit expected to result from conference attendance.

PROJECT BUDGET

EXPENSE ITEMS	CASH OUTLAY	INKIND DONATIONS
Conference Registration	\$870.00	\$0.00
Short Course Registration	420.00	0.00
Mileage	1,366.20	0.00
Lodging & Meals (net \$45 per diem)	5,760.00	0.00
TOTALS	\$8,416.20	\$ 0.00

RECAP OF PROJECT BUDGET

TOTAL PROJECT COST (Cash Outlay plus In-kind (non-cash i.e. volunteers, etc.) Donations)	\$8,416.20
MATCHING SHARE	5,049.72
GRANT SHARE APPLIED FOR	\$3,366.48

BUDGET NARRATIVE

List expense in terms of cost such as "personnel, printing, photography" not "report preparation." Show rates for all costs. Provide a brief summary of how work will be accomplished and what products will result from each expense listed. Justify costs if necessary especially for unusual or high costs.

All expense items detailed above represent standard costs for attending the Mobile Conference. In addition, all expenses are usual and customary.

The City of Dothan will document all expenses on standard city expense reimbursement forms and submit to the Office of Contracts and Grants.

The City of Dothan will supply a cash match equivalent to 60 % of the total cost for Dothan's delegation to attend the Conference.

MATCHING SHARE

Cash, inkind, or a combination of both are allowable contributions for matching grant monies. The term "inkind" refers to the monetary value of non-cash contributions provided by the grantee, or any other agency, institution, organization or individual. Inkind contributions include any donated services, space, or material essential to the completion of a project. For budget purposes, the dollar value of such inkind contributions may be calculated by determining how much such services or goods would cost the applicant if they had to be paid in cash. (The minimum wage scale for unskilled services, standard union or professional services, or the fair market value for all other donations may also be helpful to determine the dollar value of inkind contributions.) Those applicants providing direct financial support and other indications of commitment to the project will receive the most favorable considerations.

- Donor: Indicate "grantee" if applicant is donor, or list name(s) of other donor(s).
- Source: Indicate where funds are coming from (i.e. "operating funds," "private donation," "appropriated funds," "CDBG," etc.).
- Kind: Indicate the type of match (i.e. "cash," "inkind services," "inkind equipment," "volunteer services." If non-cash, indicate the rate at which it is valued (individual's rate per hour, etc.)
- Amount: Total of all matching share must be same as matching share in budget above.

Donor: **Grantee**

Source: **Operating Funds**

Kind: **Cash** If non-cash, indicate rate _____

Amount: **\$ 5,049.72**

Donor: _____

Source: _____

Kind: _____ If non-cash, indicate rate _____

Amount: \$ _____

Donor: _____

Source: _____

Kind: _____ If non-cash, indicate rate _____

Amount: \$ _____

Donor: _____

Source: _____

Kind: _____ If non-cash, indicate rate _____

Amount: \$ _____

Donor: _____

Source: _____

Kind: _____ If non-cash, indicate rate _____

Amount: \$ _____

Donor: _____

Source: _____

Kind: _____ If non-cash, indicate rate _____

Amount: \$ _____

TOTAL AMOUNTS ABOVE SHOULD EQUAL MATCHING SHARE ON THE PREVIOUS BUDGET PAGE.

PROJECT PERSONNEL

List principal project personnel: name, title and address. If the applicant's existing staff qualify, vitae should be attached. If the applicant plans to obtain qualified professional services subsequently (either as staff, consultants, or pro bono workers), grant award may be subject to acquiring qualified professionals. Submit resumes of consultants being considered. The Alabama Historical Commission must review and approve qualifications before project work begins. Include name of consultant(s) or city staff to perform work. If consultant has not been identified, give list of consultants the city will consider to perform grant activities.

Commission Members Attending:

<u>Name</u>	<u>Appointing Authority</u>
Valerie Judah	Mayor
Michael Jackson	District 1
Warren Reaves	District 4
Wes Grant	District 5

City Personnel Attending

Todd McDonald
Director
Planning & Development

Bob Wilkerson
Planner II

FINANCIAL PROFILE

Award of grant funds is made by contract between you and the Alabama Historical Commission. This grant program is funded with federal funds. You will be required to comply with applicable federal government-wide regulations governing the use of grant funds.

Fiscal Year ends _ **September** _ **30**
Month Day

Chief Fiscal Officer (Mr., Ms., Dr.) **Ms. Lisa H. Reeder, Finance Director/Treasurer** Telephone **334-615-3140**
Name, Title

Address if different from Applicant: _____, _____, _____
State Zip

E-mail Address **lhreeder@dothan.org**

Person who will be able to provide photocopies of source financial documentation during period of this grant project:

Accountant (Mr., Ms., Dr.) - **Ms. Kathi Faulk** Telephone **334-615-3156**
Name, Title

Address if different from Applicant: _____, _____, _____
State Zip

E-mail Address **kbfaulk@dothan.org**

INVOLVEMENT

Describe the involvement (either support or opposition) of the following organizations: official preservation agency, public agencies, local government, co-sponsoring/cooperating organizations.

The Dothan Historical Preservation Commission is an arm of Dothan's city government. In addition to Commissioners, the City's Planning Director and Long- Range Planner will attend the Conference. All attendees will utilize information and enlightenment gained by attending the conference to increase the effectiveness and impacts of preservation within the City of Dothan.

CERTIFICATIONS

I certify that I will abide by regulations of the U. S. Department of the Interior which prohibit unlawful discrimination in federally-assisted programs on the basis of race, color, handicap and/or national origin. I will inform any person who believes he or she has been discriminated against in any program, activity or facility operated by a recipient of federal assistance that they should write to: Director, Office of Equal Opportunity, U.S. Department of the Interior, Washington, DC 20240. I certify that matching funds are available for this project. I understand that grant monies can only be reimbursed for project expenditures made during the grant period and that a separate Grant Agreement will be required as executed by the Alabama Historical Commission and the Applicant Organization.

These Certifications shall be treated as a material representation of fact upon which reliance will be placed if the Alabama Historical Commission determines to award the grant.

Chief Administrative Officer: _____
of Certified Local Government Signature
(Mr., Ms., Dr.) Name **Mr. Mike West**

Title _____

Chief Administrative Officer: **- N/A**
of Non-CLG (if applicable) Signature
(Mr., Ms., Dr.) Name **N/A**

Title **N/A**

Project Director : _____
Signature
(Mr., Ms., Dr.) Name- **Mr. Bob Wilkerson**

Title **Planner II**

Chief Fiscal Officer _____
Signature

(Mr., Ms., Dr.) Name **Ms. Lisa H. Reeder**
This grant must be separately accounted for in the applicant's financial records and included on the applicant's schedule of financial assistance to be included in its A-133 Single Audit.

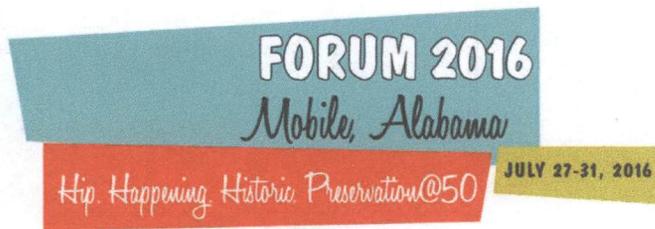


FORUM 2016
Wednesday, July 27, 2016 - Sunday, July 31, 2016

The National Alliance of Preservation Commissions' biennial FORUM is the only national conference focused around the needs and issues of preservation commissions and commission staff. FORUM 2016 celebrates both the 50th anniversary of the National Historic Preservation Act and the 100th anniversary of the National Park Service by focusing on challenges historic communities are confronting today. Whether it's mitigating the impact of sea level rise, protecting resources of the recent past or recognizing the contributions of diverse cultures to our shared heritage, historic preservation commissions play a key role in saving historic places.



The interactive conference blends traditional educational sessions, discussion panels, mobile workshops and tours, providing participants with essential training and networking opportunities. FORUM is held every other year in interesting destination cities and brings local commission members from across the country together with representatives from local, state and national organizations, governments and federal agencies. It is supported by the National Conference of State Historic Preservation Officers, the National Trust for Historic Preservation, Preservation Action and the National Park Service.



EDUCATIONAL SESSIONS

Educational sessions at FORUM 2016 will generally focus on one or more of the following themes:

- Preservation@50
- Advocacy
- Diverse and Underrepresented resources
- Climate Change
- Commission Potpourri

We anticipate that FORUM 2016 attendees will represent a broad spectrum of interests in historic preservation, planning, and cultural resource management, from both traditional and some not-so-traditional perspectives. By including the Alabama Trust for Historic Preservation, we will be able to bring together individuals from various arenas within the preservation movement, creating a special synergy for FORUM 2016.

National partners include: National Park Service (NPS), National Trust for Historic Preservation (NTHP), Preservation Action (PA), the Advisory Council for Historic Preservation (ACHP), and the National Conference of State Historic Preservation Officers (NCSHPO)

Note: Session Details to be announced



REGISTRATION

Registration for FORUM 2016 will open on April 1, 2016!

April 1 - April 30, 2016

NAPC Member Presale - \$185

Available exclusively to NAPC members.

April 1 - May 30, 2016

Early Bird Registration - \$210

June 1 - July 15, 2016

Regular Registration - \$250

April 1 - July 15, 2016

Single Day Registration - \$100

On-site registration will be available.



SPONSORSHIPS

There are lots of great sponsorship opportunities available for FORUM 2016. For more information, see this [SPONSORSHIP PACKET](#) or call NAPC at 757-802-4141.

We anticipate that FORUM 2016 attendees will represent a broad spectrum of interests in historic preservation, planning, and cultural resource management, from both traditional and some not-so-traditional perspectives. By including the Alabama Trust for Historic Preservation, we will be able to bring together individuals from various arenas within the preservation movement, creating a special synergy for FORUM 2016.

- NAPC's core audiences are the citizen members of local historic preservation commissions and design review boards, municipal staff, consultants, local elected officials, State Historic Preservation Office staff, and Federal agencies, including the National Park Service.
- Core audiences for the Alabama Trust for Historic Preservation include design, planning and cultural resource consultants, heritage tourism professionals, citizen advocates, and history buffs.

The attendance for FORUM 2016 is expected to exceed 400 people from across the country. Given NAPC's national scope, we expect to attract attendees from all corners of the United States, and from communities of all sizes and demographics. Given the proximity of Mobile to the dense population centers of Mississippi, Louisiana, Florida, and Georgia, the Committee expects to see particularly strong attendance from the surrounding region.

Res. No. _____ applying for and accepting a grant from the Alabama Historical Commission, 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 grant application for and in the name of the City of Dothan.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

Mayor

City Clerk

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF 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 Angelia Turner to provide event planning services for the "Hardee's Pro Classic", a USTA Tennis Tournament to be held April 16-24, 2016 in the amount of \$5,000.00, which said agreement follows:



THE CITY OF
DOTHAN, ALABAMA

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

MIKE K. WEST
CITY MANAGER
mkwest@dothan.org

February 26, 2016

Honorable Mayor and City Commission of the
City of Dothan

Gentlemen:

I will be presenting to you for your consideration, on the March 1, 2016 agenda, a request for the City of Dothan continue to retain the services of Angelia Turner Services for the Hardee's Pro Classic. For the past 12 years, the Dothan Area Convention and Visitors Bureau have paid \$5,000 directly to Angelia Turner each year for her services to this tournament. For their accounting purposes, the CVB desires to pay \$5,000 directly to the City of Dothan to fund Angelia Turner Services' contract in 2016.

It is the staff recommendation that we continue to take advantage of Angelia Turner's services for this event by accepting the \$5,000 from the Dothan Area Convention and Visitors Bureau and executing the attached agreement with Angelia Turner Services for her event planning services for the 2016 Hardee's Pro Classic.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike West", written over a horizontal line.

Michael K. West
City Manager

Staff Report
For
Mayor and City of Dothan Commissioners

PROJECT TITLE: Hardee's Pro-Classic

DEPARTMENT: Leisure Services

DEPARTMENT HEAD: Elston Jones

REPORT DATE: February 19, 2016

MEETING DATE: March 1, 2016

PURPOSE:

To enter into an agreement for event planning services with Angelia Turner Services for the 2016 Hardee's Pro Classic and to accept \$5,000 from the Dothan Area Convention and Visitors' Bureau to fund said agreement.

BACKGROUND:

The Dothan Area Convention and Visitors' Bureau has assisted with the women's professional tennis tournament annually since it began in 2001. The first year, the CVB was the title sponsor for the event. Over the course of the tournament, the CVB has been involved in different ways from bidding and seeking hotel rooms and sponsors to yearly paying the \$5,000 contract amount for securing Angelia Turner's services for the event. The CVB has funded this contract at the same \$5,000 amount, annually for the last 12 years. The CVB has already approved the \$5,000 support for the 2016 tournament. They have always paid Angelia directly for these services, but now desire to make a change in 2016 to have the \$5,000 remitted to the City of Dothan from this point forward for the funding of this contract. There will be no change in the services delivered annually or the price for the services provided.

DESCRIPTION:

Angelia Turner has played a very key role in providing a high profile for the event, communicating with community groups to attend, and in recruitment of sponsors to support the event (as well as many other services as detailed in her materials). The current title sponsor: Hardee's and joint presenting sponsor, Mercedes Benz of Dothan, were initially approached by Ms. Turner. She is an event specialist having honed her skills with the Future Masters Tournament as well as many others. The City staff focuses on tournament site duties, tennis specific management, hospitality, transportation of umpires and players, and responsibilities related to the sanctioning body, The USTA.

RECOMMENDATION:

It is the staff recommendation that the City of Dothan enter into an agreement for event planning services with Angelia Turner Services for the 2016 Hardee's Pro Classic and to accept \$5,000 from the Dothan Area Convention and Visitors' Bureau to fund said agreement. This continued service will insure that we maintain the standards for this event with no additional cost to the City of Dothan.

ANGELIA TURNER EVENTS
CLIENT-PLANNER AGREEMENT

This Client-Planner Agreement entered into this 17th day of February, 2016 by and between Angelia Turner Events, Angelia Wade Turner ("Planner") and City of Dothan, Leisure Services (Client)

Client desires to engage planner to perform event planning services for the Hardee's Pro Classic, a USTA Tennis Tournament and said planner desires to perform these event planning services for the event, Saturday, April 16th through April 24th, 2016.

SECTION 1. SERVICES

Planner shall organize and coordinate all mutually agreed upon services as set forth in Addendum A. The forgoing shall be collectively known as services.

SECTION 2. COMPENSATION

The following fees shall apply:

- 2.1 The total sum of all fees for services provided as set forth in "Addendum A" at a flat fee of \$5000.
 - 2.2 Reasonable and necessary administrative, printing, and travel expenses actually incurred. Upon receipt of an expense report with supporting documentation (invoices). No travel or lodging expense shall apply for events within a 25 (twenty five) mile radius of downtown Dothan, AL.
- All such expenses in excess of \$100 (one hundred) and travel plans must be approved in advance by the client.

PAYMENT

- 2.3 \$ 2500 (twenty five hundred dollars) upon signing of this agreement. Remaining balance to be paid on day of event to include a wrap-up meeting, if so desired. Invoices will be submitted.

SECTION 3: TERMINATIONS

The effective date here shall be the date upon which the last party to the agreement signs the agreement. It shall remain in effect until all obligations under the agreement have been completed.

- 3.1 Either party to the agreement may terminate his (her) agreement with or without cause providing at least 60 (sixty) days written notice to the other party. The planner will refund any client monies paid minus (-) cost and planner's fees already incurred.

- 3.2 CLIENT CANCELLATION: Within 60 (sixty) days of the event are subject to full planner's fee, charges up to the date of the cancellation in addition to any cost incurred.

- 3.3 PLANNER CANCELLATION: Within 60 (sixty) days of the event are subject to full client refund of monies paid Minus (-) non-refundable deposits or charges.

SECTION 4: CONTRACTS SIGNING

Angelia Turner Events, Planner shall not enter into any contracts on behalf of the client. The planner will provide the client with information including costs, contracts, service provisions for potential service providers. The client will establish all necessary contracts within the time frame as set forth by the desired service provider.

SECTION 5: SPONSORS and EXHIBITORS

Client may choose to have planner included in the securing of sponsors and/or exhibitors for the event. This will consist of developing a comprehensive list of potential sponsors and/or event underwriters. The event planner will solicit individuals and businesses to establish sponsorship relationships based on the goals and criteria of the underwriting plan. A regular communication of the status of the underwriting effort will be given to the Finance Chairperson or appointed committee member. An accurate list will be maintained to ensure that all donors, underwriters and sponsors receive proper recognition before, during and after the event (including signage, event promotion, programs, etc.)

SECTION 6: INDEMNIFY

(Secure against hurt). Except as otherwise prohibited by law each party shall indemnify and hold the other party harmless from all claims, actions, suits, losses, and expenses of any nature for its employees or subcontractors, breach of their agreement, negligence or intentional misconduct.

SECTION 7: GOVERNING LAWS AND VENUE

This agreement shall be governed by the laws of the state of Alabama. Client and planner consent and agree that any legal action or proceedings arising hereunder shall be brought in the circuit court Houston County.

SECTION 8: NOTICES

All notices, modifications, demands, requests or other communications given pursuant to this agreement shall be given in writing and shall be deemed to have been given if delivered by hand, facsimile or certified mail, effective upon receipt of such notice, demand, request or other communication and signature by both parties.

The Client and Planner each cause this Agreement to be executed in their respective names. All as of the last date written below:

ANGELIA WADE TURNER, EVENT PLANNER

SIGNATURE: Angelia Wade Turner

NAME: Angelia Wade Turner, Angelia Turner Events

MAILING ADDRESS: 700 S. Orange Ave, Dothan, AL 36301

E-MAIL: angeliaturnerevents@gmail.com

PHONE: 334.596.2352

CLIENT City of Dothan

SIGNATURE _____

NAME:

MAILING ADDRESS: 126 N. St. Andrews St, P.O. Box 2128 (36302) Dothan, AL 36301

E-MAIL:

DATE: _____

“ADDENDUM A”

Services may include, but are not limited to the following:

- Conduct and oversee committee meetings
- Solicit and secure sponsors or exhibitors (See Section 5)
- Set date and site for event
- Develop goals and objectives
- Develop theme
- Arrange facilities and services
- Prepare event time table
- Construct budget; set event pricing, if any
- Specify staff responsibilities
- Create a plan for volunteers: how many will be needed and what are their duties
- Coordinate marketing efforts with Client
- Prepare press releases
- Prepare guests lists
- Draft program and script
- Arrange speakers
- Arrange catering
- Solicit or purchase giveaways/souvenirs
- Arrange site layout, media equipment, sound, and decorating
- Prepare list of items and individuals needed at event
- Finalize printed materials
- Arrange for a photographer
- Arrange for recording/taping
- Complete necessary equipment/service request forms
- Mail event invitations
- Monitor invitation response
- Fine tune schedule and program timeline
- Send out press releases, email blasts, social media releases
- Confirm all agreements in writing with speakers, suppliers, staff
- Assemble checklist and materials for event
- Prepare releases for invited media
- Reconfirm all arrangements with all entities involved
- Set seating charts
- Review plans with electrician and other facilities staff
- Schedule rehearsals
- Review plans with staff
- Secure storage of materials and equipment
- Conduct final briefings with staff on responsibilities
- Dress rehearsal
- Arrange handout materials
- On-Site management at time of event
- Complete expenditures and match to budget
- Wrap-up Meeting

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 Academy Sports + Outdoors for the sponsorship of the Dothan Leisure Services "Special Olympics State Tournament", which said agreement follows:



This Sponsorship Summary ("Summary"), naming Academy Sports + Outdoors ("Academy") as a Sponsor of the Dothan Leisure Services "Special Olympics State Tournament"

("Recipient"), is governed by that certain Sponsorship Rider ("Rider") between Academy and Vendor executed on 3/10/2016 ("Effective Date").

The term of this Summary is for the period of time from the Effective Date until 3/12/2016. Academy shall have the right of first refusal to extend this Agreement for optional additional one (1) year periods. Academy must notify Recipient of its intent to renew the Agreement with written notice to Recipient 30 days prior to the end of the term.

Academy will provide the following to Recipient:

- Sixteen (16) Wilson Evolution Basketballs (\$900RV)
- Banners

Academy will receive the following sponsorship benefits from Recipient:

- Logo on all marketing materials
- Banners prominently placed in gyms
- Social media post of winners holding Academy banner
 - Post to be tagged @academy
- Provide proof of performance to include pictures of banners and post

Invoicing:

- Recipient shall **submit invoice and W9** for payment processing via email to: **promotionsinvoices@academy.com**

This SPONSORSHIP RIDER ("Rider") is entered into on 3/10/2016 (the "Effective Date") between Academy, Ltd., d/b/a Academy Sports + Outdoors ("Academy"), a Texas limited partnership located at 1800 North Mason Road, Katy, Texas 77449 and Dothan Leisure Services "Special Olympics State Tournament" ("Recipient"), a municipality located at 126 N. St. Andrews Street, Dothan, 36303. Academy and Recipient may sometimes be referenced herein individually as "Party" or collectively as the "Parties". This Rider is made part of the Sponsorship Summary ("Summary") by and between Academy Ltd. d/b/a Academy Sports + Outdoors ("Academy") and Recipient dated 3/10/2016. This Rider, agreed to by both parties, modifies the terms and conditions of the Summary. Should any conflict arise between the Summary and this Rider, this Rider shall control and supersede all prior agreements and understandings, with respect to the subject matter hereof. Academy and Recipient agree that the following provisions shall be included as a part of the sponsorship agreement ("Agreement").

1. **PRICING AND INVOICING.** Nothing herein shall permit an increase in the price for promotional or sponsorship rights or consideration specified in any Summary unless approved in writing and signed by Academy. All invoices will be paid within 45 days after receipt of a valid and correct invoice. Academy shall have the right at any time to set-off any amount owed by Recipient to Academy under this Rider or any other agreements between the Parties from and against any amount due and owing by Academy to Recipient under this Rider.
2. **INSURANCE.** Recipient shall, at its own cost and expense, procure and maintain adequate commercial general liability, umbrella, business auto, worker's compensation, and/or other insurance to cover all claims, lawsuits, judgments, losses, civil penalties, liabilities, damages, costs and expenses, including attorney's fees and court costs, arising out of or related to this Rider, Statement of Work, or any event or activity sponsored or promoted by Academy under this Rider or any Summary. Any deductible applicable to the insurance shall be paid by Recipient.
3. **REPRESENTATIONS, WARRANTIES AND GUARANTEES.** Each Party warrants, represents, and guarantees to the other that:
 - a. The party (i) understands all of the terms of this Rider; (ii) has had the opportunity to review this Rider with its counsel; (iii) has the full power and authority to enter and perform this Rider; (iv) has completed all necessary action to duly authorize the execution, delivery and performance of this Rider; and (v) confirms that this Rider has been duly executed and delivered on behalf of Recipient and is the valid and binding obligation of Recipient;
 - b. The Party shall comply with all applicable federal, state, and local laws, statutes, codes, regulations, requirements, decrees, orders, judgments, injunctions, and all other government and/or regulatory directives (collectively, "Laws") at all times during the Term of this Rider; and
 - c. All services, consideration, or materials provided pursuant to the Rider do not infringe any actual or alleged patent, design, trade name, trademark, copyright, intellectual property right, trade secret, or any other intellectual property right or entitlement of any third party.
4. **MARKS.** Except for the limited license, if any, granted under this Rider or any Summary for the use of copyrights, service marks, logos, trademarks, word marks, symbols, emblems, designs, patents, or other intellectual property (collectively "Marks"), each Party's Marks under trademark or copyright law or other property rights shall inure to the benefit of and be the exclusive property of the Party owning such Marks. Except as set forth herein, neither Party may use the other Party's Marks without prior written consent. Each Party agrees that nothing in this Rider shall give one Party any right, title or interest in the other Party's Marks and nothing contained herein shall be construed as an assignment or grant from one Party to the other of any right, title or interest in or to the other Party's Marks.
5. **INDEMNIFICATION. RECIPIENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS ACADEMY, ITS PARENTS, AFFILIATES, SUBSIDIARIES, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL ALLEGATIONS, CLAIMS, LAWSUITS, JUDGMENTS, LOSSES, CIVIL PENALTIES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS (EACH A "CLAIM"), ARISING OUT OF OR RELATED TO (A) ANY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY ANY ACT OR OMISSION OF RECIPIENT OR RELATED TO A PROMOTIONAL EVENT UNDER THIS RIDER; (B) ANY NEGLIGENT OR GROSSLY NEGLIGENT ACTION, INACTION, OMISSION OR INTENTIONAL MISCONDUCT OF RECIPIENT IN ITS PERFORMANCE OF THIS RIDER; (C) RECIPIENT'S BREACH OF ANY REPRESENTATION, WARRANTY, TERM, COVENANT, OR OTHER OBLIGATION UNDER THIS RIDER, INCLUDING COMPLIANCE WITH ALL LAWS; AND/OR (D) ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS BY ANY PRODUCT OR SERVICE DELIVERED PURSUANT TO THIS RIDER.**

6. LIMITATIONS AND WAIVERS

6.1 DAMAGE LIMITATIONS. REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS RIDER, OR ANY OTHER DAMAGES (EXCEPT DIRECT DAMAGES), INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF REVENUES OR PROFITS, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR THE ALLEGED BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 LIMITATION OF LIABILITY. EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS RIDER, REGARDLESS OF THE FORM OF ACTION, SHALL NEVER EXCEED THE TOTAL AMOUNT PAID OR INCURRED BY ACADEMY TO RECIPIENT UNDER THIS RIDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH ACTION, THE LIMITATION OF LIABILITY CONTAINED IN THIS SECTION IS CUMULATIVE WITH ALL OF ACADEMY'S EXPENDITURES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PARTIES ACKNOWLEDGE THAT EACH OF THE RELIED UPON THE INCLUSION OF THIS LIMITATION IN CONSIDERATION FOR ENTERING INTO THIS RIDER. THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO THE INDEMNITY OBLIGATIONS THAT EACH PARTY MAY OWE TO THE OTHER UNDER THIS RIDER.

7. ASSIGNMENT. Either Party may assign this Rider to a present or future parent, subsidiary, or affiliated entity, including a future successor or party acquiring all or part of the Party's business. All other assignments, transfers, or delegations require written consent of both Parties. Any attempted assignment or transfer in contravention of this Section shall be void.

8. ENTIRE AGREEMENT/CHANGES. This Rider constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements, understandings, negotiations, representations or proposals or any kind, whether written, oral or otherwise. Neither Party has relied upon any statements, representations or other communications that are not contained in this Rider. This Rider may not be modified or amended except in writing executed by the duly authorized representatives of each Party to this Rider.

9. RELATIONSHIP OF THE PARTIES. The relationship of Academy and Recipient under this Rider shall be that of independent contractors and nothing herein or in any related document or representation shall be construed to create or imply any relationship of employment, agency, partnership, exclusivity, or any other relationship other than that of independent contractors. Academy and Recipient acknowledge and agree that each is engaged in a separate and independent business and neither shall state, represent, or imply any interest in or control over the business of the other.

10. CONFIDENTIALITY. Recipient shall not disclose the terms of this Rider including assets and compensation and other Academy proprietary business information. During and after the term of this Rider, Recipient shall keep these matters secret, and use its best efforts to ensure confidential information is not disclosed to anyone.

11. CHOICE OF LAW AND FORUM. THE LAWS OF THE STATE OF TEXAS GOVERN THIS RIDER AND ANY DISPUTES RELATED TO THIS RIDER WITHOUT REFERENCE TO PRINCIPLES OF CHOICE OR CONFLICTS OF LAW. EXCEPT WHERE INJUNCTIVE OR OTHER EQUITABLE RELIEF IS SOUGHT, THE PARTIES AGREE THAT, AS A CONDITION PRECEDENT TO ANY ACTION REGARDING DISPUTES ARISING UNDER THIS RIDER, SUCH DISPUTES SHALL FIRST BE SUBMITTED TO MEDIATION BEFORE A PROFESSIONAL MEDIATOR SELECTED BY THE PARTIES, AT A MUTUALLY AGREED TIME AND PLACE, AND WITH THE MEDIATOR'S FEES SPLIT EQUALLY BETWEEN THE PARTIES. IF MEDIATION IS UNSUCCESSFUL, THE PARTIES AGREE TO SUBMIT ALL DISPUTES TO THE EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS IN HARRIS COUNTY, TEXAS.

IN WITNESS WHEREOF, the Parties hereto have executed this Rider as of the latest date written below.

ACADEMY

ACADEMY, LTD., d/b/a
ACADEMY SPORTS + OUTDOORS

By: ACADEMY MANAGING CO., L.L.C.
It's General Partner

By: _____

Printed Name: _____

Title: _____

Date: _____

RECIPIENT

Dothan Leisure Services "Special Olympics State Tournament"

By: _____

Printed Name: _____

Title: _____

Date: _____

Resolution No. _____ Entering into an agreement with Academy Sports +
Outdoors, 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, the City of Dothan awarded Conner Business Solutions, Dothan, AL. a copier lease, bid 13-005 on March 5, 2013, Resolution number 2013-55; and

WHEREAS, the Personnel Department of the City of Dothan requires a reliable quality copier at this time and has the funds to cover the expenses of this copier; and

WHEREAS, Conner Business Solutions, Dothan, AL. has agreed to honor the awarded bid pricing of \$330.46 for thirty six (36) months to the City of Dothan.

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

Section 1. That the City of Dothan enters into a lease agreement with Xerox Corporation Services LLC, C/O Conner Business Solutions, Inc. for a Xerox copier in the amount of \$330.46 per month with maintenance including consumable supplies at a cost of .0046 per black copy and .039 per color copy for a thirty six (36) month period, which said agreement follows:

Lease Agreement



Customer: DOTHAN, CITY OF

Bill To: CITY OF DOTHAN
PERSONNEL
ST FL 1 RM 101
126 N SAINT ANDREWS
DOTHAN, AL 36303-4838

Install: CITY OF DOTHAN
PERSONNEL
ST FL 1 RM 101
126 N SAINT ANDREWS
DOTHAN, AL 36303-4838

Tax ID#: .

State or Local Government Negotiated Contract : 072717100

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. W7970P (WORKCENTRE 7970)	- Br Finisher 2/3 Hole - 1 Line Fax - Customer Ed - Analyst Services	Lease Term: 36 months Purchase Option: FMV	- Xerox WC7775P S/N RFX018220 Trade-In as of Payment 35	4/14/2016

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7970P	\$330.46	1: BW 2: Color	All Prints All Prints	\$0.0046 \$0.0390	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$330.46	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.

Signer: Mayor Mike Schmitz

Phone: (334)615-3000

Signature: _____

Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and

Chuck Conner
(334)792-0650

For information on your Xerox Account, go to
www.xerox.com/AccountManagement



Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement and must certify that the canceled

Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

5. REFINANCE. The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

GENERAL TERMS & CONDITIONS:

6. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

PURCHASE REQUISITION
(for proposed purchase over \$100)

From (Division, Department) Personnel Department	Obtain Bids <input type="checkbox"/> Issue Purchase Order To <input checked="" type="checkbox"/>	Deliver to and when
Signature: <i>[Handwritten Signature]</i> Date: <i>2/24/16</i>	Xerox Corporation C10 <i>Cover Business Solutions</i>	

ACCOUNT NUMBER	DESCRIPTION	UNIT PRICE	QUANTITY	TOTAL PRICE
001-0701-507-30-43	Copier Lease <i>Base cost \$ 330.46</i> <i>Maintenance</i> <i>1,0046 black copy</i> <i>1,039 color copies</i> <i>36 month lease</i> <i>bid # 13005</i> <i>page 4</i>			\$ 11,896.56
	Total			\$ 11,896.56

Justification for purchase and/or source of purchase Additional purchase on bid award Res. No 2013-89 2013-5502	APPROVALS <hr/> <p align="center">City Manager/Purchasing Agent</p> BOARD OF CITY COMMISSIONERS: <hr/> <hr/> <hr/> <hr/>
Dept. Req. No. _____ P.O. Number _____ Date Approved _____	

+ Maintenance
After warranty
(90 days)



CITY OF DOTHAN BID TABULATION SHEET

BID # 13-005

Bid Opening Date:	2/12/13	Conner Business Dothan, AL	Muller Communications Dothan, AL	U S Business Products Dothan, AL	A One Business Solutions Dothan, AL	CSA Consulting Dothan, AL	State of Alabama T-190 Contract
Department:	Various	YES/NO	YES/NO	YES/NO	YES/NO	YES/NO	YES/NO
Commodity Codes:	600-46, 985-26						
Description	BID BOND TYPE						
35 Copies per Minute Black Copier Lease							
Bid Item Number 1:							
Make & Model	Xerox 5335 Workcentre	Cannon Ir ADV 4035	Sharp MX M363U	No Response	No Response	No Response	Sharp MX-M354N
Price Per Month Base Bid	80.00	121.00	82.90				95.93
Cost per Copy	0.0055	0.006	0.0055				0.0055
Multipplied by 3,000 Copies Per Month	16.50	18.00	16.50				16.50
Total	96.50	139.00	99.40				112.43
35 Copies per Minute Black Copier Lease							
With Network Features							
Bid Item Number 1A:							
Price per Month Base Bid:	Xerox 5335P Workcentre	Cannon Ir ADV 4035	Sharp MX M363U				Sharp MX-M354N
Cost Per Copy:	154.75	155.00	167.90				96.23
Multipplied by 3,000 Copies Per Month	0.0055	0.006	0.0055				0.0055
Total	16.50	18.00	16.50				16.50
	171.25	173.00	184.40				112.73
35 Copies per Minute Black Copier Lease							
With Network & Wi-Fi Features							
Bid Item Number 1B:							
Price per Month Base Bid:	Xerox 5335P Workcentre	Cannon Ir ADV 4035	Sharp MX M363U				Not on State Contract
Cost Per Copy:	211.37	172.00	177.24				
Multipplied by 3,000 Copies Per Month	0.0055	0.006	0.0055				
Total	16.50	18.00	16.50				
	227.87	190.00	193.74				

Use State Contract

APPROVED: Charles Starnes Purchasing Agent

Resolution # 2013-55
 Dated 3/5/13
 Returned to Department 3/5/13

REMARKS:
 Abbreviations used on all forms: CPM = copies per minute. C = color
 B = black. Deviations from specifications are marked with asterisk.
 See last 2 pages for other bidders with no response.



CITY OF DOTHAN BID TABULATION SHEET

BID # 13-005

Bid Opening Date:	2/12/13	Conner Business Dothan, AL	Muller Communications Dothan, AL	U S Business Products Dothan, AL	A One Business Solutions Dothan, AL	CSA Consulting Dothan, AL	State of Alabama T-190 Contract
Department:	Various	YES/NO	YES/NO	YES/NO	YES/NO	YES/NO	YES/NO
Commodity Codes:	600-46, 985-26						
Description		BID BOND TYPE					
30 CPM Color & 44 CPM Black Copier Lease With Network Printing: Bid Item Number 2:		Xerox 7545P Workcentre		Sharp MX-5110 N		No Response	
Make & Model		164.95		173.22		188.09	
Price Per Month Base Bid		.007 B/.042 C		.007 B/.042 C		.0054 B/.040 C	
Cost per Copy		63.00		63.00		54.00	
Multiplied by 9,000 Black Copies Per Month		42.00		42.00		40.00	
Multiplied by 1,000 Color Copies Per Month		269.95		278.22		282.09	
Total							
30 CPM Color & 44 CPM Black Copier Lease With Network & Wi-Fi Features		Xerox 7545P Workcentre		Sharp MX-5110 N		Not On State Bid	
Bid Item Number 2A:		221.57		182.56			
Price Per Month Base Bid:		.007 B/.042 C		.007 B/.042 C			
Cost Per Copy:		63.00		63.00			
Multiplied by 9,000 Black Copies Per Month		42.00		42.00			
Multiplied by 1,000 Color Copies Per Month		326.57		287.56			
Total							
30 CPM Color & 44 CPM Black Copier Lease With Network & Fax Features		Xerox 7545P Workcentre		Sharp MX-5110 N		Sharp MX-5110N	
Bid Item Number 2B:		185.24		208.04		228.07	
Price per Month Base Bid:		.007 B/.042 C		.007 B/.042 C		.0054 B/.040 C	
Cost Per Copy:		63.00		63.00		54.00	
Multiplied by 9,000 Black Copies Per Month		42.00		42.00		40.00	
Multiplied by 1,000 Color Copies Per Month		290.24		313.04		322.07	
Total							

APPROVED: _____ Purchasing Agent

REMARKS:

Abbreviations used on all forms: CPM = copies per minute. C = color
 B = black. Deviations from specifications are marked with asterisk.

Resolution # _____
 Dated _____
 Returned to Department _____



CITY OF DOTHAN BID TABULATION SHEET

BID # 13-005

Bid Opening Date:	2/12/13	Conner Business	Muller Communications	U S Business Products	A One Business Solutions	CSA Consulting	State of Alabama
Department:	Various	Dothan, AL	Dothan, AL	Dothan, AL	Dothan, AL	Dothan, AL	Alabama
Commodity Codes:	600-46, 985-26	Dothan, AL	Dothan, AL	Dothan, AL	Dothan, AL	Dothan, AL	T-190
Description		YES/NO	YES/NO	YES/NO	YES/NO	YES/NO	Contract
BID BOND TYPE		YES/NO	YES/NO	YES/NO	YES/NO	YES/NO	YES/NO
50 CPM Color & 55 CPM Black Copier Lease With Network Printing: Bid Item Number 3:							
Make & Model	Xerox 7556P						45/55 CPM
Price Per Month Base Bid	Workcentre 191.42		Savin C5502 349.00	Staples 50 Sheets* 51 CPM C & B* Sharp MX-5110N 245.68	No Response		Konica Bizhub C554 215.95
Cost per Copy	.0054 B/.04 C		.006 B/.06 C	.007 B/.042 C			.0058 B/.044 C
Multipled by 14,000 Black Copies Per Month	75.60		84.00	98.00			81.20
Multipled by 1,000 Color Copies Per Month	40.00		60.00	42.00			44.00
Total	307.02		493.00	385.68			341.15
50 CPM Color & 55 CPM Black Copier Lease With Network & Wi-Fi Features							
Bid Item Number 3A:	Xerox 7556P						
Price per Month Base Bid:	Workcentre 248.04		Savin C5502 355.00	Staples 50 Sheets* 51 CPM C & B* Sharp MX-5110N 255.02			Not on State Bid
Cost Per Copy:	0.0054 B/.04 C		.006 B/.06 C	.007 B/.042 C			
Multipled by 14,000 Black Copies Per Month	75.60		84.00	98.00			
Multipled by 1,000 Color Copies Per Month	40.00		60.00	42.00			
Total	363.64		499.00	395.02			
50 CPM Color & 55 CPM Black Copier Lease With Network & Fax Features							
Bid Item Number 3B:	Xerox 7556P						45/55 CPM
Price per Month Base Bid:	Workcentre 211.72		Savin C5502 373.00	Staples 50 Sheets* 51 CPM C & B* Sharp MX-5110N 280.50			Konica Bizhub C554 277.77
Cost Per Copy:	.0054 B/.04C		.006 B/.06 C	.007 B/.042 C			.0058 B/.044 C
Multipled by 14,000 Black Copies Per Month	75.60		84.00	98.00			81.20
Multipled by 1,000 Color Copies Per Month	40.00		60.00	42.00			44.00
Total	327.32		517.00	420.50			402.97

APPROVED: _____ Purchasing Agent

REMARKS:
 Abbreviations used on all forms: CPM = copies per minute. C = color
 B = black. Deviations from specifications are marked with asterisk.

Resolution # _____
 Dated _____
 Returned to Department _____



CITY OF DOTHAN BID TABULATION SHEET

BID # 13-005

Bid Opening Date: 2/12/13 Department: Various Commodity Codes: 600-46, 985-26	Conner Business Dothan, AL	Muller Communications Dothan, AL	U S Business Products Dothan, AL	A One Business Solutions Dothan, AL	CSA Consulting Dothan, AL	State of Alabama T-190 Contract
BID BOND TYPE	YES/NO	YES/NO	YES/NO	YES/NO	YES/NO	YES/NO
Description						
50 CPM Color & 55PPM Black Copier Lease With Network Printing & 3 Hole Punch: Bid Item Number 3C: Make & Model Price Per Month Base Bid: Cost Per Copy Multiplied by 14,000 Black Copies Per Month Multiplied by 1,000 Color Copies Per Month Total	Xerox 7556P 199.90 .0054 B/.04 C 75.60 40.00 315.50	Savin C5502 385.00 .006 B/.06 C 84.00 60.00 529.00	Staples 50 Sheets* 51 CPM B & C* Sharp MX-5110N 264.50 .007 B/.042 C 98.00 42.00 404.50	No Response	No Response	*45/55 CPM Konica Bizhub C554 273.38 .0058 B/.044 C 81.20 44.00 398.58
60 CPM Color & 65 CPM Black Copier Lease With Network Printing: Bid Item Number 4: Make & Model Price Per Month Base Bid Cost per Copy Multiplied by 9,000 Black Copies Per Month Multiplied by 1,000 Color Copies Per Month Total	B 75 CPM/C 50* Xerox 7775 330.48 .0046 B/.039 C 41.40 39.00 410.88	Cannon iADV C7065 525.00 .006 B/.06 C 54.00 60.00 639.00	B & C 62 CPM* Sharp MX-6240N 577.32 72.00 55.00 704.32			A-One Business Konica Minolta Bizhub C654 406.16 .0046 B/.039 C 41.40 39.00 486.56

APPROVED: _____ Purchasing Agent

REMARKS:
Abbreviations used on all forms: CPM = copies per minute. C = color
B = black. Deviations from specifications are marked with asterisk.

Resolution # _____
Dated _____
Returned to Department _____



CITY OF DOTHAN BID TABULATION SHEET

BID # 13-005

Bid Opening Date: 2/12/13 Department: Various Commodity Codes: 600-46, 985-26	Description	Conner Business Dothan, AL		Muller Communications Dothan, AL		U S Business Products Dothan, AL		A One Business Solutions Dothan, AL		CSA Consulting Dothan, AL		State of Alabama T-190 Contract	
		YES/NO	YES/NO	YES/NO	YES/NO	YES/NO	YES/NO	YES/NO	YES/NO	YES/NO	YES/NO	YES/NO	YES/NO
	BID BOND TYPE												
	60 CPM Color & 65 CPM Black Copier Lease With Network Printing & 3 Hole Punch:	B 75 CPM/C 50											
	Bid Item Number 4C:	Xerox 7775	Canon ir ADV C7065										
	Make & Model	330.48	569.00										
	Price Per Month Base Bid:	.0046 B/.039 C	.006 B/.06 C										
	Cost Per Copy	41.40	54.00										
	Multipled by 9,000 Black Copies Per Month	39.00	60.00										
	Multipled by 1,000 Color Copies Per Month	410.88	683.00										
	Total												
	50 CPM Color & 55 CPM Black Copier Lease/Purchase With Network Printing: Bid Item Number 5:	Ownership At 36th Payment*											
	Make & Model	Xerox 7556P	Savin C5502										
	Price Per Month Base Bid	469.78	395.00										
	Cost per Copy	.0099 B/.079 C	.006 B/.06 C										
	Multipled by 14,000 Black Copies Per Month	138.60	84.00										
	Multipled by 1,000 Color Copies Per Month	79.00	60.00										
	Total	687.38	539.00										

APPROVED: _____ Purchasing Agent

REMARKS:
Abbreviations used on all forms: CPM = copies per minute. C = color
B = black. Deviations from specifications are marked with asterisk.

Resolution # _____
Dated _____
Returned to Department _____



CITY OF DOTHAN BID TABULATION SHEET

BID # 13-005

Bid Opening Date: 2/12/13 Department: Various Commodity Codes: 600-46, 985-26	Description BID BOND TYPE	Conner Business Dothan, AL		Muller Communications Dothan, AL		U S Business Products Dothan, AL		A One Business Solutions Dothan, AL		CSA Consulting Dothan, AL		State of Alabama T-190 Contract		
		YES/NO	YES/NO	YES/NO	YES/NO	YES/NO	YES/NO	YES/NO	YES/NO	YES/NO	YES/NO	YES/NO	YES/NO	
	50 CPM Color & 55 CPM Black Copier Lease/Purchase With Network Printing & 3 Hole Punch: Bid Item Number 5C: Make & Model Price Per Month Base Bid: Cost Per Copy Multiplied by 14,000 Black Copies Per Month Multiplied by 1,000 Color Copies Per Month Total	Ownership at 36th Payment* Xerox 7556P 484.78 .0099 B/.079 C 138.60 79.00 702.38	Savin C5502 437.00 .006 B/.06 C 84.00 60.00 581.00	Staples 50 Sheets* 51 CPM B & C* MX-5110N 298.23 .007 B/.042C 98.00 42.00 438.23	No Response No Response	No Response	No Response	No Response	No Response	No Response	No Response	A-One Business Konica Minolta Bizhub C654 464.96 .0046 B/.039 C 64.40 39.00 568.36	<i>Purchase from State Contract</i>	
	60 CPM Color & 65 CPM Black Copier Lease/Purchase With Network Printing: Bid Item Number 6: Make & Model Price Per Month Base Bid Cost per Copy Multiplied by 14,000 Black Copies Per Month Multiplied by 1,000 Color Copies Per Month Total	Ownership 36th* Xerox 7556P 651.60 .0089 B/.089 C 124.60 89.00 865.20	Cannon ir ADV C7065 599.00 84.00 60.00 743.00	62 CPM B & C Sharp MX-6240N 577.32 72.00 55.00 704.32									<i>Purchase from State Contract</i> Konica Minolta Bizhub C654 437.54 .0046 B/C .039 64.40 39.00 540.94	

REMARKS:

Abbreviations used on all forms: CPM = copies per minute. C = color
B = black. Deviations from specifications are marked with asterik.
100 unit stapler required

APPROVED: _____ Purchasing Agent

Resolution # _____
Dated _____
Returned to Department _____



CITY OF DOTHAN BID TABULATION SHEET

BID # 13-005

Bid Opening Date: 2/12/13 Department: Various Commodity Codes: 600-46, 985-26	Conner Business Dothan, AL	Muller Communications Dothan, AL	U S Business Products Dothan, AL	A One Business Solutions Dothan, AL	CSA Consulting Dothan, AL	State of Alabama T-190 Contract
Description	YES/NO	YES/NO	YES/NO	YES/NO	YES/NO	YES/NO
BID BOND TYPE						
60 CPM Color & 65 CPM Black Copier Lease/Purchase With Network & Wi-Fi Features Bid Item Number 6A:	Ownership at 36th Payment* Xerox 7775P	Canon ir ADV C7065	62 CPM B & C* Sharp MX-6240N	No Response	No Response	Not on State Bid
Price per Month Base Bid:	704.90	609.00	577.32			
Cost Per Copy:	.0089 B/.089 C	.006 B/.06 C	.008 B/.055 C			
Multipled by 14,000 Black Copies Per Month	124.60	84.00	72.00			
Multipled by 1,000 Color Copies Per Month	89.00	60.00	55.00			
Total	918.50	753.00	704.32			
60 CPM Color & 65 CPM Black Copier Lease/Purchase With Network & Fax Features Bid Item Number 6B:	Ownership at 36th Payment* Xerox 7775P	Canon ir ADV C7065	62 CPM B & C* Sharp MX-6240N			50/65 CAP Konica Minolta Bizhub C654
Price per Month Base Bid:	678.85	625.00	592.78			471.54
Cost Per Copy:	.0089 B/.089 C	.006 B/.06 C	.008 B/.055 C			.0046 B/.039 C
Multipled by 14,000 Black Copies Per Month	124.60	84.00	72.00			64.40
Multipled by 1,000 Color Copies Per Month	89.00	60.00	55.00			39.00
Total	892.45	769.00	719.78			574.94

Purchase from
Stock Contract

REMARKS: Abbreviations used on all forms: CPM = copies per minute. C = color
B = black. Deviations from specifications are marked with asterisk.
100 unit stapler required.

APPROVED: _____ **Purchasing Agent**

Resolution # _____
Dated _____
Returned to Department _____

Res. No. _____ entering into a lease agreement Xerox Corp. Services, LLC, C/O Conner Business Solutions, Inc., continued.

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

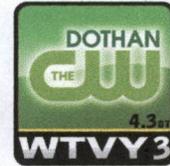
Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

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 WTVY-TV for television advertising for Water World at a cost of \$6,000.00, which said contract follows:

2016 WTVY-TV Presidents Club



285 North Foster Street Dothan, AL 36303
Phone: 334-792-3195 Fax: 334-793-3947
www.wtvty.com



285 North Foster Street Dothan, AL 36303
Phone: 334-792-3195 Fax: 334-793-3947
www.wtvty.com

WTVY-TV Presidents Club Program

MEMBER BENEFITS

Presidents Club Membership:

- As a member you are GUARANTEED minimum of 75 thirty second "Image" commercials monthly for a total of: 1080 thirty second "Image" commercials per year.
 - 18 thirty second "Image" commercials on **WTVY**
 - 17 thirty second "Image" commercials on **WRGX**
 - 20 thirty second "Image" commercials on **WTVY2/MyNet**
 - 20 thirty second "Image" commercials on **WTVY3/CW**
 - 60,000 impressions on WTVY.com and WTVY mobile apps
- 50% of these commercials are GUARANTEED peak-time* placement
- Balance upgraded to peak time and peak programming when available
- Rate protections for the 12-month contract period
- Unsold airtime will automatically be shared among the Presidents Club members on the station
- Standard Creative Writing & Production Services for 2 thirty second "Image" commercials will be included. (Production time is equivalent to three hours per commercial or a \$600 total value. (Production time does not carry over year to year)
- A savings of up to 50% off our standard advertising rates

*WTVY Peak Time: Monday-Friday 5:00am - 12:00pm
Monday-Sunday 4:00pm - 11:35pm



285 North Foster Street Dothan, AL 36303
 Phone: 334-792-3195 Fax: 334-793-3947
 www.wtvty.com

2016 Presidents Club Acceptance Form

1. _____ agree to accept the **Presidents Club** Program as presented on behalf of WTVY to be broadcast from April 1, 2016 to July 31, 2016.

PC Membership **\$347 Per Week**

2. My total investment is \$1,500/month for a total of \$6,000 for 4 months, billed monthly.

3. The commercial air time purchased in this Agreement may only be used to promote products and services and is non-transferable.

4. This Agreement is binding and in the event of non-compliance, WTVY reserve the right to re-charge all commercials broadcast at base rates as per their published rate card.

5. _____ agrees to the Terms and Conditions of the Contract and is aware that the WTVY business terms are payment within 30 days.

Authorized for and on behalf of

**Authorized for and on behalf of
WTVY-TV**

Signature

Signature

Printed Name

Mark Kirkland

Printed Name

Title/Position

General Sales Manager

Title/Position

Date

Date

Res. No. _____ Entering into an agreement with WTVY-TV continued.

Section 2. That Mike Schmitz, Mayor of the City of Dothan and in such capacity, is hereby authorized and directed to execute the contract 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 accepts the proposal from WDHN-TV for television advertising for Water World at a cost of \$4,000.00, which said contract follows:



Waterworld 2016 Proposal

Date: 2/9/2016

Client: N/A
 Buyer: N/A
 Advertiser: N/A
 Product: N/A
 Estimate #: N/A

Flight Dates: 4/18/2016 to 9/4/2016
 Contact: Sheila
 Phone: 334-793-1818
 Fax: 334-793-2623
 Email: scestaro@wdhn.com

Primary Demo: Women 25-54
 Office: WDHN-TV
 5274 Hwy 52 E
 Webb, AL 36376

Daypart	Dur	Dpt Code	COST	Apr 18	Apr 25	May 2	May 9	May 16	May 23	May 30	Jun 6	Jun 13	Jun 20	Jun 27	Jul 4	Jul 11	Total Spots	W 25-54 RTG/CPP
---------	-----	----------	------	--------	--------	-------	-------	--------	--------	--------	-------	--------	--------	--------	-------	--------	-------------	-----------------

Dothan May15 DMA Rentrak Live Only

WDHN-TV																		
M-F 5a-5:30a	30	EM	\$5	5	5	2	2	2	2	0	2	2	1	1	2	2	0.9	\$6
ABC AMERICA THIS MORNING																		
May15 Live Only																		
M-F 5:30a-7a	30	EM	\$30	2	2	2	2	2	2	1	1	1	1	0	0	0	2.6	\$12
TOP OF THE MORNING																		
May15 Live Only																		
M-F 7a-9a	30	EM	\$25	3	3	3	3	3	3	1	1	1	1	1	2	2	2.4	\$10
GOOD MORNING AMERICA																		
May15 Live Only																		
M-F 4p-5p	30	EF	\$25	3	3	2	2	2	2	1	1	1	1	1	0	0	1.8	\$14
DR. PHIL																		
May15 Live Only																		
M-F 5p-5:30p	30	EN	\$75	0	0	2	2	0	0	0	0	0	0	0	0	0	3.3	\$23
NEWS 18 @ 5PM																		
May15 Live Only																		
M-F 5:59p-6:30p	30	EN	\$75	0	0	0	0	2	1	0	0	1	0	0	0	0	3.0	\$25
NEWS 18 @ 6PM																		
May15 Live Only																		
M-F 6:30p-7p	30	PA	\$30	1	1	2	2	2	2	1	0	0	0	0	0	3	2.7	\$11
ET																		
May15 Live Only																		
M-F 10p-10:35p	30	LN	\$75	0	0	0	1	1	1	0	0	0	0	0	0	0	2.8	\$27
NEWS 18 @ 10PM																		
May15 Live Only																		
M-F 10:35p-11:35p	30	LF	\$20	0	0	1	2	2	2	0	0	2	2	0	0	0	1.5	\$13
JIMMY KIMMEL LIVE																		
May15 Live Only																		

Strata NuMath and report designs Copyright ©2016 Strata Marketing, Inc. 312-222-1555
 Rentrak Corporation Audience Estimates Copyright ©2016 Rentrak Corporation. Rentrak-derived minimum thresholds have not been applied to these estimates; the thresholds will be applied on a go-forward basis in a future Rentrak release. Audience estimates for total households and age/gender only are available based on market tiers.



Waterworld 2016 Proposal

Date: 2/9/2016

Client: N/A
 Buyer: N/A
 Advertiser: N/A
 Product: N/A
 Estimate #: N/A

Flight Dates: 4/18/2016 to 9/4/2016
 Contact: Sheila
 Phone: 334-793-1818
 Fax: 334-793-2623
 Email: scestaro@wdhn.com

Primary Demo: Women 25-54
 Office: WDHN-TV
 5274 Hwy 52 E
 Webb, AL 36376

Daypart	Dur	Dpt Code	COST	Apr 18	Apr 25	May 2	May 9	May 16	May 23	May 30	Jun 6	Jun 13	Jun 20	Jun 27	Jul 4	Jul 11	Total Spots	W 25-54 RTG/CPP
---------	-----	----------	------	--------	--------	-------	-------	--------	--------	--------	-------	--------	--------	--------	-------	--------	-------------	-----------------

Dothan May15 DMA Rentrak Live Only

WDHN-TV	30	EF	\$25	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.8	\$31
M-F 3p-4p																			
THE DOCTORS																			
May15 Live Only																			
Total Spots:				14	14	14	16	16	15	4	5	8	6	3	4	7			
Total GRP:				25	25	31.3	35.6	35	32	9.5	8.6	14.6	10.7	5.1	6.6	14.7			
Total GIMP(000):				12	12	15	17	16	15	4	4	7	5	2	3	7			

Daypart	Dur	Dpt Code	COST	Jul 18	Jul 25	Aug 1	Aug 8	Aug 15	Aug 22	Aug 29	Total Spots	W 25-54 RTG/CPP
---------	-----	----------	------	--------	--------	-------	-------	--------	--------	--------	-------------	-----------------

Dothan May15 DMA Rentrak Live Only

WDHN-TV	30	EM	\$5	2	2	0	0	0	0	0	0	0	0	0	0	0	32	0.9	\$6
M-F 5a-5:30a																			
ABC AMERICA THIS MORNING																			
May15 Live Only																			
M-F 5:30a-7a	30	EM	\$30	0	0	1	1	1	1	0	0	0	0	0	0	0	20	2.6	\$12
TOP OF THE MORNING																			
May15 Live Only																			
M-F 7a-9a	30	EM	\$25	2	2	1	1	1	1	1	1	1	1	1	1	1	36	2.4	\$10
GOOD MORNING AMERICA																			
May15 Live Only																			
M-F 4p-5p	30	EF	\$25	0	5	1	0	0	0	0	0	0	0	0	0	0	25	1.8	\$14
DR. PHIL																			
May15 Live Only																			
M-F 5p-5:30p	30	EN	\$75	0	0	0	0	0	0	0	0	0	0	0	0	0	4	3.3	\$23
NEWS 18 @ 5PM																			
May15 Live Only																			

Strata NuMath and report designs Copyright ©2016 Strata Marketing, Inc. 312-222-1555
 Rentrak Corporation Audience Estimates Copyright ©2016 Rentrak Corporation. Rentrak-derived minimum thresholds have not been applied to these estimates; the thresholds will be applied on a go-forward basis in a future Rentrak release. Audience estimates for total households and age/gender only are available based on market tiers.



Waterworld 2016 Proposal

Date: 2/9/2016

Client: N/A
 Buyer: N/A
 Advertiser: N/A
 Product: N/A
 Estimate #: N/A

Primary Demo: Women 25-54
 Office: WDHN-TV
 5274 Hwy 52 E
 Webb, AL 36376

Flight Dates: 4/18/2016 to 9/4/2016
 Contact: Sheila
 Phone: 334-793-1818
 Fax: 334-793-2623
 Email: scestaro@wdhn.com

Daypart	Dur	Dpt Code	COST	Jul 18	Jul 25	Aug 1	Aug 8	Aug 15	Aug 22	Aug 29	Total Spots	W 25-54 RTG/CPP
---------	-----	----------	------	--------	--------	-------	-------	--------	--------	--------	-------------	-----------------

Dothan May15 DMA Rentrak Live Only

WDHN-TV												
M-F 5:59p-6:30p	30	EN	\$75	0	0	0	0	0	0	0	4	3.0 \$25
NEWS 18 @ 6PM												
May15 Live Only												
M-F 6:30p-7p	30	PA	\$30	3	0	0	0	0	2	0	19	2.7 \$11
ET												
May15 Live Only												
M-F 10p-10:35p	30	LN	\$75	0	0	0	0	0	0	0	3	2.8 \$27
NEWS 18 @ 10PM												
May15 Live Only												
M-F 10:35p-11:35p	30	LF	\$20	0	0	0	0	0	0	0	11	1.5 \$13
JIMMY KIMMEL LIVE												
May15 Live Only												
M-F 3p-4p	30	EF	\$25	0	0	0	2	2	0	0	4	0.8 \$31
THE DOCTORS												
May15 Live Only												
Total Spots:				7	9	3	4	4	4	1	158	
Total GRP:				14.7	15.6	6.8	6.6	6.6	10.4	2.4		
Total GIMP(000):				7	7	3	3	3	5	1		
Total COST:			\$4,000									

Total CPM/CPM: \$13

Total Reach: 45.3%

Total Freq: 7.0

COST
 Apr 16 \$265
 May 16 \$2,175

Strata NuMath and report designs Copyright ©2016 Strata Marketing, Inc. 312-222-1555
 Rentrak Corporation Audience Estimates Copyright ©2016 Rentrak Corporation. Rentrak-derived minimum thresholds have not been applied to these estimates; the thresholds will be applied on a go-forward basis in a future Rentrak release. Audience estimates for total households and age/gender only are available based on market tiers.



Waterworld 2016 Proposal

Date: 2/9/2016

Client: N/A
 Buyer: N/A
 Advertiser: N/A
 Product: N/A
 Estimate #: N/A

Primary Demo: Women 25-54
 Office: WDHN-TV
 5274 Hwy 52 E
 Webb, AL 36376

Flight Dates: 4/18/2016 to 9/4/2016
 Contact: Sheila
 Phone: 334-793-1818
 Fax: 334-793-2623
 Email: scestaro@wdhn.com

Daypart	Dur	Dpt Code	COST	Jul 18	Aug 1	Aug 8	Aug 15	Aug 22	Aug 29	Total Spots	W 25-54 RTG/CPP
---------	-----	----------	------	--------	-------	-------	--------	--------	--------	-------------	-----------------

WDHN-TV

Dpt Code	COST
Jun 16	\$530
Jul 16	\$600
Aug 16	\$405
Sep 16	\$25

Signature: _____

Disclaimer:

Strata NuMath and report designs Copyright ©2016 Strata Marketing, Inc. 312-222-1555
 Rentrak Corporation Audience Estimates Copyright ©2016 Rentrak Corporation. Rentrak-derived minimum thresholds have not been applied to these estimates; the thresholds will be applied on a go-forward basis in a future Rentrak release. Audience estimates for total households and age/gender only are available based on market tiers.

Res. No. _____ accepting a proposal from WDHN-TV continued.

Section 2. That Mike Schmitz, Mayor of the City of Dothan and in such capacity, is hereby authorized and directed to execute the contract 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 accepts the proposal of WOOF-FM for an advertising package for the promotion of Water World, at a cost of \$4,000.00, which said proposal follows:



Proposal 02/08/16 12:02 PM

Waterworld

From: Hal Edwards
 Phone: (334) 792-1149
 Email: general@997wooffm.com
 2/8/2016 12:17 PM

Flight Dates: 04/11/2016 - 08/21/2016
 Demo: W 18-64

Radio Market: DOTHAN, AL
 Survey: FA15 SD / SP15 SD
 Geography: Metro

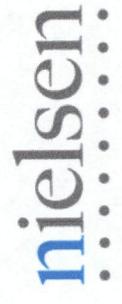
Radio Total	Daypart	Spots	Length	Unit Rate	Total Cost	Average Rating	GRPs
WOOF-FM		250		\$16.00	\$4,000.00	2.0%	500.0
Flight A - 18 wks (04/11, 04/18, 04/25, 05/02, 05/09, 05/16, 05/23, 05/30, 06/06, 06/13, 06/20, 06/27, 07/04, 07/11, 07/18, 07/25, 08/01, 08/08)							
One Week Total		234		\$16.00	\$3,744.00	2.0%	468.0
		13		\$16.00	\$208.00	2.0%	26.0
	M-Su 5:30A-12M	13	30	\$16.00	\$208.00	2.0%	26.0
Flight B - 1 wk (08/15)							
One Week Total		16		\$16.00	\$256.00	2.0%	32.0
		16		\$16.00	\$256.00	2.0%	32.0
	M-Su 5:30A-12M	16	30	\$16.00	\$256.00	2.0%	32.0

Accepted by Station _____ Date _____

Accepted by Client _____ Date _____

This station does not discriminate in the sale of advertising time and will accept no advertising which is placed with an intent to discriminate on the basis of race, gender or ethnicity. Advertiser hereby certifies that it is not buying broadcasting air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, gender, national origin or ancestry.

The first demo listed is the Primary Demo.
 This report was created in TAPSCAN using the following Radio information: DOTHAN, AL; FA15 SD / SP15 SD; Metro; M-Su 5:30A-12M; W 18-64; See Detailed Sourcing Page for Complete Details.
 Copyright © 2016 The Nielsen Company. All rights reserved.



Res. No. _____ Accepting the proposal of WOOF-FM for an advertising package for the promotion of Water World continued.

Section 2. That Mike Schmitz, Mayor of the City of Dothan and in such capacity, is hereby authorized and directed to accept said proposal 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 a contract with Wiregrass Living Magazine for advertising for Water World at a cost of \$480.00, which said contrac follows:

Wiregrass
LIVING
magazine

Big Baine Publishing & Design, L.L.C.
1230 Westgate Parkway, Suite 5
Dothan, Alabama 36303
334.699.8800 • 334.699.8801 fax

Advertising Contract

No 4194

Select edition(s) and enter year:

Wiregrass Living Magazine: Jan/Feb _____ Mar/Apr NC 16 May/June _____ July/Aug _____ Sept/Oct _____ Nov/Dec _____

Contact Information:

Advertiser/Client Water World Contact Kelly Carter
Physical Address 401 Recreation Rd. City Dothan State AL Zip 36303
Phone 256-3750 Fax _____ Email KCarter@dothan.org

Billing Information (if different from above):

Client or Agency _____ Attn _____
Billing Address _____ City _____ State _____ Zip _____
Phone _____ Fax _____ Email _____

Contract duration: _____ 6 issues _____ 3 issues X 1 issue _____ Other _____ • First issue: MAIL Last issue: MAIL
Ad size: 1/35 Rate: \$ 4000 per issue

Comments: _____

I, the undersigned, have read and accept the terms of advertising as expressed in the Big Baine Publishing & Design, L.L.C. media kit for *Wiregrass Living Magazine*. I acknowledge and understand the guidelines for photography and services rendered by *Wiregrass Living Magazine*. I also agree and accept the fee charged as a lawful debt and promise to pay said fee as outlined in the Big Baine Publishing & Design, L.L.C. contract, including the collection fee up to 40% of the principal balance, attorney fees, and court costs if such be necessary, waiving now and forever the right to dispute any additional costs added to the principal balance due to nonpayment.

Approved by advertiser/client or agency representative _____ Date _____
Wiregrass Living Magazine representative Jodi Swindland Date 2/2/2016

Thank you for advertising with us!

Wiregrass Living Magazine
Published by Big Baine Publishing and Design, L.L.C.
Post Office Box 9585 • Dothan, Alabama 36304
334-699-8800 • 334.699.8801 fax

Res. No. _____ entering into a contract with Wiregrass Living Magazine, continued.

Section 2. That Mike Schmitz, Mayor of the City of Dothan and in such capacity, is hereby authorized and directed to accept said proposal 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 WECP-TV for television advertising for Water World at a cost of \$1,500.00, which said agreement follows:

Water World Park 2016 Season on WECP



Acct. Exec: Dan Long
 Phone #: 850-691-5830
 FAX #: 850-233-6647
 Email: dan.long@wecptv.com
 Web Site: www.wecptv.com

Proposal ID: 63695
 Market: PANAMA CITY [154]
 Schedule Date: 5/2/2016 - 6/30/2016
 Advertiser: Water World
 Spot Length(s): :30
 Book: 2Q16 (sell)
 Author: Dan Long

This Agreement is subject to the Standard Terms and Conditions available at www.gray.tv/advertising.

Program Time	Spot Length	Run Dates: 5/2/2016-12/31/2036														Wk Spots	Rate		
		MY	MY	MY	MY	MY	MY	MY	MY	MY	MY	MY	MY	MY	MY				
WECP	:30	2	9	16	23	30	6	13	20	27	1.5	4.3	1.6	4.3	4.3	1.7	4.2	9	\$15.00
M-F Rotator		12	12	12	12	12	12	12	12	4	150	430	160	430	430	170	420		100
GRPs/Impressions											7.3	7.3	7.5	7.5	7.5	7.7	7.7		
SHR											\$10.00	\$3.49	\$9.38	\$3.49	\$3.49	\$8.82	\$3.57		
CPP/CPM																			
Mo-Fr 9:00a-11:30p											1.2	3.5	1.3	3.5	3.5	1.4	3.4	9	\$0.00
M-Sun BONUS Rotator		12	12	12	12	12	12	12	12	4	120	350	130	350	350	140	340		100
GRPs/Impressions											7.4	7.4	7.7	7.7	7.7	7.7	7.7		
SHR											\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
CPP/CPM																			
Mo-Su 5:00a-2:00a																			
WECP Totals		24	24	24	24	24	24	24	24	8	270.0	780.0	290.0	780.0	780.0	310.0	760.0	\$1,500.00	Spts: 200
											GRP/(000)								
											CPP/CPM:								
											Reach:								
											Frequency:								

Total Cost: \$1,500.00

Signature

Res. No. _____ Entering into a contract with WECP-TV continued.

Section 2. That Mike Schmitz, Mayor of the City of Dothan and in such capacity, is hereby authorized and directed to execute the contract 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 a contract with Durden Outdoor Display, Inc. for digital sign network advertising for Water World at a cost of \$3,000.00, which said contract follows:



P.O. BOX 2146 DOTHAN, AL 36302
 5500 U.S. HWY. 431 N. DOTHAN, AL 36303
 T: 334-792-5056 F: 334-678-2252
 www.durdenoutdoor.com - sales@durdenoutdoor.com

CONTRACT # _____

STATE OF ALABAMA

CONTRACT ORDER FOR DIGITAL DISPLAY

HOUSTON COUNTY

The undersigned, City of Dothan Leisure Services / Water World hereinafter called "ADVERTISER", hereby requests and authorizes DURDEN OUTDOOR DISPLAYS, INC., hereinafter called "COMPANY", to maintain, or cause to be maintained, for Advertiser a digital outdoor advertising display, consisting of 3 spaces (location, type, and size of which are described on the Schedule below) for which Advertiser agrees to pay Company, or to Assignee of Company 4 weeks in advance, at the rate stipulated for each separate space during the term of this Contract, the amount or amounts as set forth in the Schedule below with the first and last 4 weeks of lease payable upon execution (new accounts only). It is understood that the advertising display contemplated herein shall be maintained at the locations indicated below for a period of 8 weeks, unless sooner terminated as hereinafter set forth, or by agreement of the parties.

LOCATION	# OF WEEKS	WEEKS OF DISPLAY	NET 4 WEEK RATE
DIGITAL - (1,500+) Views Daily Consisting of (3) Digital Displays (500+ Views Each) to rotate every (4) weeks in the Durden Digital Network	8	5/2/16 - 6/26/16	\$1,500.00 NET
DIGITAL - (500+) Views Daily Consisting of (1) Digital Displays (500+ Views Each) in the Durden Digital Network	4	TBD	TRADE (\$600 VALUE)

Total Cost of Contract: \$3,000.00 NET CASH / \$600.00 NET TRADE of Tickets

EFFECTIVE DATE: May 2, 2016	TOTAL NET 4 WEEK COST: \$1,500.00 NET per (4) weeks <small>FOR ALL LOCATIONS</small>
------------------------------------	--

If by reason of any acts of God, fire, strikes, shortage of labor, or materials, present or future government laws, ordinances, orders, rules or regulations, imminent domain, or any other cause or contingency beyond control of the Company, the Company shall be unable to maintain any of the spaces contemplated herein, this Agreement shall not terminate either in whole or in part, but it is understood that the Company will allow credit at the rate for such space given on the Schedule above, or for the period during which the advertising display or displays contemplated herein shall not be in service, such credit to be rendered at the Company's option, either by advertising services or new substituted space or spaces, to be approved by Advertiser, or by extending the duration of the advertising display for a period of time equal to the period of time lost by virtue and as a result of such contingency.

It is understood that in the event any 4 week payment contemplated herein remains due and unpaid for a period of sixty (60) days, then in such event the Company, at its option, may declare the Advertiser in breach of this Contract and declare the full amount of any remaining 4 week installments required herein to be immediately due and payable in full.

In the event that any of the Advertising display contemplated herein is located upon the Advertiser's premises, it is understood by the Advertiser that any and all structures, boards, or accessories thereto, shall remain the property of the Company during the term of this agreement and thereafter.

The Company shall inspect the outdoor advertising display contemplated herein periodically, and shall maintain the same during the terms of this Agreement; the Company shall replace, at its own expense, any signs which may be destroyed; nonetheless, Advertiser agrees to pay the 4 week payments contemplated herein and the Company and agrees that all advertising time lost as a result of the destruction of any display will be credited to the Advertiser in the form of an extension of the period of display beyond the termination of this Agreement, for a period of time equal to that lost as a result of such calamity.

There will be late charge equal to one and one-half percent (1.5%) of the 4 week payment on all payments received by the Company after the 10th day of the month in which due. The Advertiser agrees to pay any and all cost collecting or securing or attempting to collect or secure any rights of the Company under this Agreement, including reasonable attorney fees, whether the same be collected or secured, by suit or otherwise.

Should this contract become subject to any Federal, State or Local Taxation, the Advertiser authorizes the Company to add such tax to the payment as outlined above.

The Advertiser also hereby waives the benefits of any exemption under the constitution and laws of the State of Alabama as to personal property, homestead, or otherwise.

This Agreement shall be binding and shall insure to the benefit the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

The printed and written provisions of this Agreement contain all of the agreements, conditions, and representations made by the Advertiser and additions hereto, alterations, or changes, must be reduced to writing and executed by both parties.

The Advertiser recognizes and understands that the space contemplated herein for advertising display is being reserved for the Advertiser, and that this Contract becomes binding immediately upon the execution hereof and is not subject to cancellation by the Advertiser.

In the event that an agency becomes involved, that agency will not be allowed to assume and receive commissions on existing contracts between Company and Advertiser until contract is renewed or renegotiated.

In any event of an Agency involvement, the Agency commission will be forfeited if payment is not received within sixty days.

SUBMITTED on this _____ day of _____, 20____ by _____ (Advertiser's Name - Printed)

X _____ (Advertiser's Witness Signature) X _____ (Advertiser Signature)

OFFICE USE ONLY		City of Dothan Leisure Services / Water World <small>(ADVERTISER)</small>
X _____ (Witness Signature)	X _____ (Accepted by)	PO Box 2128 <small>(BILLING ADDRESS)</small>
	_____ (Date)	Dothan, AL 36302 <small>(CITY/STATE/ZIP)</small>

*** Location Rotation Email ***

Resolution No. _____ Entering into a contract with Durden Outdoor Displays, Inc., continued.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

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

Section 1. That Dr. Robert Saunders, Jr. is hereby appointed as a member of the Houston-Love Memorial Library Board to fill the unexpired term of Lisa Lovett beginning March 2, 2016 and expiring on June 3, 2018.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

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

Section 1. That Vanita Sansom is hereby appointed as a supernumerary member of the Board of Zoning Adjustment beginning on March 2, 2016 and expiring on March 1, 2019.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

Mayor

City Clerk

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

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

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

Section 2. That the sum of \$34,500.00 be appropriated in FY 2016 to the General Fund/Health and Welfare/Cultural Arts Center/Health/Education/Welfare/Health and Welfare/Other Services & Charges/Maintenance/Repair-External, account number 001-3168-531.30-36, for the roof and building repairs for the Cultural Arts Center. This appropriation is to be funded by increasing the General Fund/Non-Revenue Receipts/Utilization of Fund Balance, Account Number 001-0000-391.01-00 by the sum of \$34,500.00 in FY 2016.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS



CITY OF DOTHAN, ALABAMA
March 1, 2016
EXHIBIT "A"
BIDS TO BE AWARDED

DEPARTMENT	BID#	#ITB	ITEM	VENDOR	AMOUNT
Public Works Street	16-012	20	#57 Crushed Stone (granite rock): Unit Price per Ton: \$ <u>15.00</u> Delivered Price per Ton: \$ <u>12.00</u> Total Delivered Price per Ton: \$ <u>27.00</u> Quantity 1 (or more)	LDC Inc. Dothan, AL.	See Price in Description
DEPARTMENT	BID#	#ITB	ITEM	VENDOR	AMOUNT
Public Works Street	16-004	27	Concrete and Mortar Sand, Quantity One (or more): Unit Price Per Cubic Yard/Ton Concrete Mix 2500 lb. Strength Unit Price Per Cubic Yard/Ton: \$ <u>94.00</u> Ready Mix Concrete 3000 lb. Strength: Unit Price: \$ <u>99.00</u> Ready Mix Concrete 3000 lb. w/Pea Gravel: Unit Price: \$ <u>110.00</u> Ready Mix Concrete 3000 lb. Strength Small Curb Mix: Unit Price: \$ <u>110.00</u> Ready Mix Concrete 4000 lb. Strength: Unit Price: \$ <u>105.00</u> Environmental Fee: Cost Per Load: \$ <u>7.00</u> Demurrage After 60 Minutes (Cost Per Load) Cost Per Load: <u>Not Applicable</u>	Argos Ready Mix Dothan, AL	See Price in Description
DEPARTMENT	BID#	#ITB	ITEM	VENDOR	AMOUNT
Public Works Street	16-004	27	Mortar Sand - 10 Ton Load: Cost Per Load: \$ <u>257.40</u> Quantity 1 (or more) Mortar Sand - 27 Ton Load: Cost Per Load: \$ <u>372.80</u> Quantity 1 (or more)	Mark Donnell Sand Co. Daleville, AL	See Price In Description



CITY OF DOTHAN, ALABAMA
March 1, 2016
EXHIBIT "A"
OTHER PURCHASES over \$15,000

DEPARTMENT	ITEM	VENDOR	AMOUNT
Administration Legal	Professional Legal Services through 12/31/15 \$90.00 and 1/31/16-\$3,580.00 Claim Number 2003204 Cooper v. City ²	Copeland, Franco, Screws, & Gill, P.A. Montgomery, AL	\$ 3,670.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services for Public Works Street Division	2016 Elgin Pelican Sweeper Purchase Using NJPA contract #022014-FSC. Replacing vehicle 9008.0 Quantity 1	Sansom Equipment Co. Birmingham, AL.	\$198,157.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
Public Works Traffic Engineering Services	Traffic Line Paint: Class H1 High Build, Yellow Traffic Line, 2,000 Gallons, Line #00001, Unit Cost: \$8.57 each, Total <u>\$17,140.00</u> Class H1 High Build White Traffic Line, 2,000 Gallons, Line #00001, Unit Cost: \$8.57 each, Total <u>\$4,285.00</u> State of Alabama T155 Contract #4012505	Ennis Paint Inc. Thomasville, NC.	\$ 21,425.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services for Cultural Arts Center	Roof and Building Repairs to the Cultural Arts Center (old Southside School Gymnasium), per City specifications	Acme Roofing and Sheet Metal Co, Inc. Dothan, AL.	\$ 34,500.00

Notes:

¹ITB-Invitations to Bid

² Legal expenses have exceeded \$15,000 for this case.

RESOLUTION NO. _____

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

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

PASSED, ADOPTED AND APPROVED on _____.

Mayor

ATTEST:

Associate Commissioner District 1

City Clerk

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>
Paul Smith	SunGard Public Sector Users Group Education and Training Conference Las Vegas, NV	\$2,090.00
Rachel David William Wozniak Brandon Peters	2016 Handler Instruction and Training Seminar Dallas, TX	\$ 2,947.00
Delvick J. McKay	Alabama Association of Public Personnel Administrators AAPPA Certification Course: Compensation & Job Evaluation Auburn, AL	\$ 530.00
Tyson Carter	2016 Southern Mountain Bike Summit Bryson City, NC	\$ 600.00
Melissa Gideon Elizabeth Miller	Certified Euthanasia Training Course Birmingham, AL	\$ 1,030.00
Delvick J. McKay	Alabama Association of Public Personnel Administrators AAPPA Certification Course: Working with Difficult People Huntsville, AL	\$ 580.00
Angie J. Akos Lindsay McDonald James Stewart	Florida/Alabama Joint Technical Training Conference Panama City, FL	\$ 1,331.00
Larry Williams	IAFC Wildland Urban Interface Reno, NV	\$ 0.00
Stacey McAllister Matt Lawhorn Doug Bell Blake Johnson	Sunbelt Fire-Aerial Platform Equipment Installation Fairhope, AL	\$ 0.00
William Wozniak Brandon Peters Daniel Grantham	Selection of a new dual purpose K9 Denver, IN	\$ 750.00
Bryan Tate	Domestic Violence Seminar Birmingham, AL	\$ 633.00

**STATE OF ALABAMA
COUNTY OF HOUSTON
CITY OF DOTHAN**

WHEREAS, the term of Willie Williams as a member of the Housing Authority Board of the City of Dothan expired on January 31, 2016.

Under the authority vested in me as Mayor of the City of Dothan, Alabama, by Sec. 24-1-24, Code of Alabama, 1975, as amended, I do hereby reappoint Willie Williams as a member of the Housing Authority Board of the City of Dothan, to serve a five year term beginning February 1, 2016 and expiring January 31, 2021.

This is the 1st day of March, 2016, on which day copies of this appointment were filed for record with the City Clerk of said City and furnished to the Executive Board of the Housing Authority.



**Mike Schmitz
Mayor**

ATTEST:

**Tammy Danner
City Clerk**