

**AGENDA
CITY COMMISSION MEETING
DOTHAN, ALABAMA
10:00 A.M., MARCH 15, 2016**

1. **Invocation: Pastor Paul Thompson - Calvary Baptist Church**
2. **Pledge of Allegiance: Commissioner Kenward**
3. **Roll Call:**
Schmitz__Dorsey__Newsome__Kirkland__Ferguson__Kenward__Crutchfield__
4. **Approval of Previous Minutes:**
 - Minutes of Meeting of March 1, 2016.
5. **Communications from Mayor and City Commissioners:**
 - Introduction of the 2016 Dothan Queens – Betsy Marshall, Dothan Pilot Club.
6. **Communications from City Manager:**
 - Service Award – Stephen A. Gobble, Dothan Utilities, 35 years.
7. **Communications from City Clerk:**
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 of the City of Dothan and adding Section 2-111, Policy for decorum during commission meetings/privileges of the floor, of the Code of Ordinances of the City of Dothan (introduced on March 1, 2016).**
Documents: [privileges of the floor.pdf](#)
9. **Res. No._____ Awarding the bid and entering into an agreement with DataProse, Inc., for the printing, mailing, and e-presentation of utility bills and delinquent notices in the amount of \$63,583.40, plus postage and a one-time \$500.00 implementation fee.**
Documents: [agreement dataprose.pdf](#)
10. **Res. No._____ Awarding the bid, entering into a contract, and issuing a Notice to Proceed to Arrington Curb and Excavation, Inc., for the Campbellton Highway and Southgate Road Roundabout Project in the amount of \$366,638.70.**
Documents: [contract arrington curb and excavation.pdf](#)
11. **Res. No._____ Awarding the bid, entering into a contract and issuing a Notice to Proceed to Cox Swimming Pools, Inc. for the Fiberglass Resurfacing of the Triple Flume Slide Project in the amount of \$185,750.00.**
Documents: [contract cox swimming pools.pdf](#)
12. **Res. No._____ Entering into a contract with Polyengineering, Inc. for an amount not to exceed \$15,500.00 for the Honeysuckle Tank (No. 10), Hodgesville Tank (No. 11), and Highway 84 West Tank (No. 12) repairs professional services.**
Documents: [contract polyengineering.pdf](#)

13. **Res. No. _____ Approving the utilization of seizure funds to be used to pay various allowable expenditures for Police Department operations in the amount of \$22,868.00, and appropriating funds for said operations.**
Documents: [utilization of seizure funds.pdf](#)
14. **Res. No. _____ Entering into an agreement with the Housing Authority of the City of Dothan to continue the Public Housing Drug Elimination Program by providing eight police officers for assignment at the public housing developments for a period of one (1) year at an estimated cost of \$606,787.00 with \$175,000.00 being reimbursed to the City.**
Documents: [agreement housing authority.pdf](#)
15. **Res. No. _____ Accepting funding under the Department of Homeland Security Equipment Grant in the amount of \$12,260.33 to be used to purchase equipment for the Dothan Police Bomb Team, and appropriating funds for said purchases.**
Documents: [homeland security grant.pdf](#)
16. **Res. No. _____ Accepting the proposal and service agreement of McGriff, Seibels and Williams, Inc. for Specific Stop Loss Reinsurance for the City of Dothan's Health and Accident Insurance Plan, as quoted by Unimerica/Optum.**
Documents: [stop loss insurance.pdf](#)
17. **Res. No. _____ Entering into an agreement with the United States Tennis Association for the 2016 Women's \$50,000.00 Tournament ("Hardee's Pro Classic").**
Documents: [agreement usta womens tournament.pdf](#)
18. **Res. No. _____ Entering into an agreement with the United States Tennis Association to provide officiating services for the 2016 Women's \$50,000.00 Tournament ("Hardee's Pro Classic") in the amount of \$15,895.00.**
Documents: [agreement usta officials services.pdf](#)
19. **Res. No. _____ Accepting a grant award from Patagonia in the amount of \$5,000.00 for the Forever Wild Project, and appropriating funds for said project.**
Documents: [grant patagonia.pdf](#)
20. **Res. No. _____ Approving payment of invoices for the month of February, 2016 in the amount of \$12,432,281.48.**
Documents: [invoices.pdf](#)
21. **Res. No. _____ Awarding bids and approving purchases over \$15,000.00 by the City.**
Documents: [bids and purchases.pdf](#)
22. **Res. No. _____ Approving advance travel requests for City employees.**
Documents: [travel requests.pdf](#)
23. **Acceptance of a utility and drainage easement from North Florida Woodlands, Inc. for sanitary sewer at the north side of the 500 block of East Main Street.**
Documents: [easement north florida woodlands.pdf](#)
24. **Acceptance of a sanitary sewer easement from Northside ACD, LLC for The Home Depot at Northside Mall.**
Documents: [easement northside acd.pdf](#)
25. **Approval/Denial of a claim by Anthony Cooper in the amount of \$42,500.00.**
Documents: [claim by cooper.pdf](#)

26. **Adjournment.**

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. _____

WHEREAS, the City of Dothan received bids on October 27, 2015 for the printing, mailing, and e-presentation of utility bills and delinquent notices; and

WHEREAS, DataProse, Inc. submitted the most advantageous bid in the amount of \$63,583.40, plus postage and a one-time \$500.00 implementation fee.

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

Section 1. That upon the recommendation of the Finance and Information Technology Departments, the City of Dothan, award the bid and enter into an agreement with DataProse, Inc., for the printing, mailing, and e-presentation of utility bills and delinquent notices in the amount of \$63,583.40, plus postage and a one-time \$500.00 implementation fee, which said agreement follows:

**Outsourcing Utility Bill Printing
Cost Savings Analysis
February 25, 2016**

CURRENT ANNUAL SUPPLY COST		
Stock Bill Paper	\$	9,933.00
Delinquent Notice Paper		660.00
Envelopes (Includes Delinquent Notices)		12,740.00
Return Envelopes		9,288.00
Sealing Solution		350.00
IBM Photo/Drum Cartridges 4 @ \$176.00		704.00
IBM Toner Cartridges 13 @ \$240.00		3,120.00
HP 4700 Black Cartridges 6 @ \$187.00		1,122.00
HP 4700 Color Cartridges 15 @ \$262.00		3,930.00
Total Annual Supplies	\$	41,847.00

CURRENT ANNUAL EQUIPMENT/SOFTWARE COST		
IBM Infoprinters (2) – Maintenance	\$	4,830.64
Folder/Stuffer Lease (12 Months Remaining on Lease then \$7,000)		17,496.00
Folder/Stuffer (City Owned & Would Still be Required to Maintain \$7,000)		.00
HP Delinquent Notice Printer (No Maintenance Required)		.00
CASS Certified Address Validation Software		11,149.00
Pitney Bowes VeriMove Access Software		2,500.00
Total Annual Equipment and Software	\$	35,975.64

Annual Cost for City to Print and Mail Bills & Delinquent Notices	\$	77,822.64
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DATAPROSE, INC. PROPOSAL		
Utility Billing Printing Service (46,000 Bills/Delinquent Notices Per Month @ \$.09)	\$	49,680.00
Utility Billing E-Bill Electronic Delivery (3,670 Bills @ \$.085)		3,743.40
Utility E-Bill Annual License/Subscription Fee		1,500.00
Utility Bill Statement Archive (18 Months of Storage) (37,000 Bills @ \$.015)		6,660.00
Utility Bill Exception Handling (Estimated)		2,000.00
Total Estimated Annual Fee	\$	*63,583.40
Annual Cost Savings to City	\$	14,239.24

*Does not include one-time implementation fee of \$500.00

This Production Agreement ("Agreement") is made and entered into by and between DataProse LLC, a Texas limited liability company ("DataProse"), and the City of Dothan, organized under the laws of Alabama ("Client"). The effective date of this Agreement is the date last signed below ("Effective Date"). In consideration of the mutual promises and benefits contained herein, the parties hereby agree as follows:

ARTICLE 1 SCOPE OF PRODUCTION AGREEMENT. DataProse agrees to provide to Client goods and/or services as described in Schedule 1.0 (the "Goods and Services"), and Client agrees that DataProse shall be its exclusive provider of these Goods and Services during the term of this Agreement. During the term of this Agreement, the Client agrees to furnish data and documentation for, and DataProse agrees to produce a minimum monthly quantity of 40,000 statements ("Minimum Commitment"), based upon the rates and terms provided herein. In the event that the Client does not fulfill the Minimum Commitment, then Client shall pay to DataProse a minimum processing fee ("Minimum Processing Fee") in an amount that shall be calculated based upon the Minimum Commitment and the rates and terms provided herein.

ARTICLE 2 COMPENSATION. In full and complete compensation for all Goods and Services provided by DataProse hereunder, Client agrees to pay DataProse according to rates set forth in Schedule 1.0. DataProse will provide an invoice to Client after each production run consisting of the fees, as outlined in Schedule 1.0 and postage used. Invoices are due upon receipt and will be considered past due if not paid within 30 days. A monthly late charge will be assessed on invoices not paid within thirty (30) days. The late payment charge will be the lesser of (i) 1-1/2% per month, and (ii) the applicable maximum lawful rate of interest, applied to the invoice amount unpaid (30) thirty days after billing to Client. The prices charged by DataProse to Client for the Goods and Services listed in Schedule 1.0 will not be increased for a period of twelve (12) months from the Effective Date of this Agreement ("Pricing Period"). All DataProse prices are subject to increase following this initial Pricing Period or any subsequent Pricing Period, upon written notice to Client. The rate of any price increase shall not exceed the Consumer Price Index for All Urban Consumers (CPI-U) for the South, for the preceding twelve (12) months at the completion of any Pricing Period. In the event Client cancels the Agreement as allowed under the provisions of this Agreement, then payment for all Goods and Services delivered and/or rendered between the cancellation notification date and the effective date of the cancellation shall be due concurrently upon delivery and/or rendering of such Goods and Services. If Client is a city, county, municipality or other government entity and the compensation payable to DataProse under this Agreement is subject to future appropriation of funds; Client will notify DataProse at least thirty (30) days in advance of the completion date of each appropriation cycle during the term of this Agreement.

ARTICLE 3 TERM. The initial term of this Agreement shall commence as of the Effective Date, and shall continue for a period of not less than three (3) years, ending on the third anniversary of the effective date, unless terminated earlier in accordance with provisions found elsewhere in this Agreement. This Agreement shall renew itself for successive one (1) year terms unless written notice of cancellation is received by one party from the other at the end of the initial term or at the end of any succeeding one (1) year renewal term(s) by sending written notice of non-renewal to the other party no earlier than one hundred fifty (150), and no later than ninety (90), days before the expiration of the then current term.

ARTICLE 4 POSTAGE. Client must maintain a permanent postage deposit in connection with this Agreement. Client shall deposit in advance with DataProse the initial sum specified on Schedule 2.0 as the permanent postage deposit. The amount required to be maintained on deposit with DataProse may be changed by DataProse on a periodic basis due to changes in Client's volume, postage usage, postal rates or payment history. Client will be notified in writing and in advance if the deposit amount is changed. Upon termination of this Agreement, DataProse shall return the deposit amount to Client after payment for all Goods and Services and postage has been paid by the Client. If this Agreement is terminated due to default of Client, DataProse may apply any of Client's funds it holds against any sum owed by Client to DataProse upon termination of this Agreement. If Client fails to maintain the deposit at the required levels, or if Client fails to maintain current status of all invoices as described in article 2, or fails to notify DataProse that funds have been appropriated to meet Client's obligations under this agreement, DataProse may immediately suspend its performance under this agreement and will hold Client's materials until the deposit is received.

ARTICLE 5 EXPENSES. When Client has approved the amount of such costs and expenses in advance and in writing, Client will reimburse DataProse for costs and expenses associated with the delivery and performance of Goods and Services for Client, such as cost of travel, expenses associated with travel, freight, delivery service and other required supplies in connection with providing the DataProse Goods and Services associated with this Agreement.

ARTICLE 6 TERMINATION. Client or DataProse may terminate this Agreement for an event of default committed by the other party and defined below if such default remains uncured (30) thirty days after written notice of the default from the party declaring the default has been received by the other party in accordance with Article 15.

- (1) Failure of Client to pay for all Goods and Services when due in accordance with the terms of this Agreement. In addition to other remedies provided by this Agreement and pursuant to law, DataProse has the right to withhold production and mailing of any further production cycles until Client's account is brought current.
- (2) Any other breach by Client or DataProse of a term or condition of this Agreement.
- (3) Non-Appropriation of funds by government entities if Client is a city, county, municipality or other government entity.

If DataProse terminates this Agreement due to Client's default or the Client terminates this Agreement for any reason other than those specified in Article 3 or this Article 6 prior to satisfying its Minimum Commitment, the Client agrees that it shall be liable to DataProse for liquidated damages ("Liquidated Damages") for its early termination, it being understood and agreed to by the parties that the measure of actual damages noted would be difficult to determine. The Liquidated Damages shall be an amount equal to the product of (a) the Minimum Commitment determined on a monthly basis and (b) the sum of the number of months remaining in the current term of the Agreement. Any monthly invoices that are unpaid by the Client at the time of such termination shall be paid in full.

ARTICLE 7 FORCE MAJEURE. Neither party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such party, including, without limitation: fire, explosion, power failure, flood, earthquake or other act of God; war, revolution, civil commotion, terrorism, or acts of public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts. In such event, the party affected shall be excused from such performance (other than any obligation to pay money) on a day-to-day basis to the extent of such interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so interfered with).

ARTICLE 8 CONFIDENTIALITY. Each party agrees that any and all data, reports and documentation supplied by the disclosing party or its affiliates or third parties on disclosing party's behalf, which are confidential shall be, subject only to the disclosure required for the performance of receiving party's obligations hereunder, held in strict confidence and shall not be disclosed or otherwise disseminated by receiving party without the consent of disclosing party, except as required by applicable law, regulation or legal proceeding.

ARTICLE 9 INDEMNIFICATION. Client agrees to indemnify and hold DataProse and its affiliates, and their respective officers, directors, employees, consultants, partners, shareholders, members and contractors harmless for any and all claims, actions, damages, costs (including, without limitation, attorneys' fees), injuries or liabilities from any person, firm, or entity whatsoever that may arise in connection with (a) the data, reports or other documentation supplied by Client in connection with this Agreement or the Goods and Services or (b) Client's gross negligence or willful misconduct.

ARTICLE 10 WARRANTIES. DataProse shall provide all Goods and Services in a good and first class workmanlike manner in accordance with the terms specifically set forth in Schedule 1.0. The parties hereto agree that this Agreement is only for the Goods and Services. This warranty constitutes the only warranty with respect to the Goods and Services to be provided to Client and is in lieu of all other warranties, written or oral, statutory, express or implied, including, without limitation, the warranties of merchantability and the warranty of fitness for particular purpose. Except and expressly set forth in this Section 10, DATAPROSE EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH REGARD TO THE GOODS AND SERVICES, AND SUCH GOODS AND SERVICES WILL BE DELIVERED AND PERFORMED "AS IS" AND "WITH ALL FAULTS".

ARTICLE 11 LIMITATION OF LIABILITY. The liability of DataProse with respect to any failure to provide the Goods and Services as required under this Agreement shall in each case be limited to the compensation paid to DataProse for the defective Goods and Services. DataProse IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFIT OR INCOME, even if DataProse has been advised of the possibility of such loss or damage. This provision will not be affected by DataProse's failure to correct any defect or replace any defective work product to Client's satisfaction. Client has accepted this restriction on its right to recover consequential

Client: _____ DataProse: _____

damages as a part of its bargain with DataProse. Client acknowledges what DataProse charges for its Goods and Services would be higher if DataProse were required to bear responsibility for Client's damages.

ARTICLE 12 GOVERNING LAW. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the state of Alabama to the exclusion of its conflict of laws provision.

ARTICLE 13 SEVERABILITY. If a court holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

ARTICLE 14 WAIVER; MODIFICATION OF AGREEMENT. No waiver, amendment or modification of any of the terms of this Agreement shall be valid unless in writing and signed by authorized representatives of both parties hereto. Failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of such rights, nor shall a waiver by either party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

ARTICLE 15 NOTICE. All notices must be in writing and if not personally delivered, be sent by facsimile, first class mail, nationally recognized overnight delivery service or by electronic mail. Mailed notices will be effective on the third day after mailing. Notice by personal delivery or delivery service will be effective when delivered. When sent by facsimile or electronic mail, notice will be effective on the day the transmission is received by the recipient provided that (a) a duplicate copy of the notice is promptly given by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Either party may change the address to which notices are to be sent by giving notice of such a change to the other party. Addresses for purpose of giving notice are as follows:

If to DataProse:

DataProse
1122 W. Bethel Road
Coppell, TX 75019
Attention: COO

If to Client:

City of Dothan
126 North Saint Andrews
Dothan, AL 36303
Attention: Finance Manager

ARTICLE 16 ENTIRE AGREEMENT. This Agreement and its exhibits constitute the final, complete, and exclusive statement of the terms of the Agreement between the parties pertaining to the production of goods and services for Client by DataProse, and supersede all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

ARTICLE 17 ATTORNEY FEES. In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief, the prevailing party in such action or proceeding shall be entitled to recover its court costs and reasonable out-of-pocket expenses not limited to taxable costs, including but not limited to phone calls, photocopies, expert witness, travel, etc., and reasonable attorney fees to be fixed by the court. Such recovery shall include court costs, out-of-pocket expenses and attorney fees on appeal, if any.

ARTICLE 18 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, provided that, Client shall not be permitted to assign its rights or obligations under this Agreement without the express written consent of DataProse. Any such assignment in violation of the foregoing sentence shall be null and void.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be executed to be effective as of the Effective Date.

DataProse

Client:

By: _____
COO

By: _____

Date: _____

Title: _____ Date: _____

Schedule 1.0 – Fees for Goods & Services

Bill Package (Includes: data processing & duplex, 3-color, imaging, 8.5x11 white paper, perforated at 3.5" from bottom, #10 window OE, single window RE, folding, inserting, presorting and delivery to USPS)	\$0.09	Per Bill
Optional Services		
Search & ViewBill (Archive Package Includes: data processing, archive creation, search, access & hosting of archive files for 18 months from creation date – Minimum Monthly fee - \$150)	\$0.015	Per Bill
eBill – Electronic Delivery		
- Implementation (includes one email template) and Initial Setup	\$500.00	One Time
- Annual License/Subscription Fee	\$1,500.00	Annually
- Additional Email Template Setup (as requested)	\$500.00	Per Email Template
- Email with PDF Attachment	\$0.085	Per Email
NCOALink – Automated address update service		
Additional Impressions – 2 color	\$0.40	Per Address Correction
- Additional Color Adder to above	\$0.03	Per Impression
Bill Suppression (data processing only – Group Y & Z)	\$0.01	Per Impression
Oversize Surcharge (8-99 page bills – Group C)	\$0.05	Per Bill
Oversize Surcharge (100+ page bills – Group D & E)	\$0.20	Per Bill
Search & ViewBill Transmission Fee (CD or FTP – Shipping will be charged separately)	\$4.00	Per Bill
Additional Inserts (Inserting fee / above and beyond what is included in the Bill Package)	\$100.00	Per Transmission/CD
Offline Folding (As requested)	\$0.01	Per Insert
Basic Set up Fee (Standard Format and Reports)	\$0.005	Per Piece
Technical Services (including additional set-up beyond standard, formatting or custom reports, conditional logic & insert/forms composition)	No Charge	One Time
Freight, Courier & Air Delivery	\$125.000	Per Hour
Minimum Daily Processing/Production Fee	Cost	Per Request
Postage (1 oz.)	\$100.00	Per Day
	\$0.416	Per Bill

Schedule 2.0 – Permanent Postage Deposit

Permanent Postage Deposit (Based on two (2) months estimated volume: 92,000 x \$0.416)	\$38,272.00	(2 months @ .416)
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Schedule 3.0 – Performance Guarantee

DataProse will deliver Client's bills within an average of 24 hours from the applicable Determination Date (defined below). Such average time period will be determined by measuring the number of elapsed business days between each respective Determination Date and the date which 95% or more of the Client's bills were mailed for consecutive three (3) month period or a minimum of six (6) production cycles.

Schedule 3.1 – Determination Date

The "Determination Date" is the date which data is received via electronic transmission if prior to 12:00 PM (Noon), Central Time. If data is received after 12:00 PM (Noon), Central Time, the Determination Date is the business day immediately following the date data is received. If data is received on a non-business day (weekend or national holiday) the Determination Date will be the next consecutive business day.

Schedule 3.2 – Approval and/or Business Rule Exception

If an Approval has been required by the Client and defined in the business rules for each production run, then the Determination Date will be set by the date and time of the Approval instead of the receipt of data as defined above. As to any production run, the Performance Guarantee will not apply if Client has not provided all data and documentation necessary (as dictated by required business rules) to permit DataProse to produce the bills in a timely manner, or if Client fails to approve or report required changes to DATAPROSE in order to complete the work in a timely manner.

Schedule 4.0 – Glossary of Terms

Impression	Laser Imaging of one side of one piece of paper. Each physical piece of paper can contain two (2) impressions.
USPS	United States Postal Service
Laser Imaging	The process where the application of dry toner (ink) is electro statically applied and bonded to a piece of paper.
Simplex	Laser Imaging of one (1) side of a piece of paper only.
Duplex	Laser Imaging of both (2) sides of a piece of paper.
OE	Outer Envelope – This envelope is used as the carrier mechanism for all information contained in a package to be mailed.
RE	Reply Envelope – This envelope is usually utilized by a customer to return information/payment requested by on organization.
Presorting	The act of organizing mail according to the rules and regulations defined by the USPS in order to achieve lower postage rates and increase deliverability of mail.
Business Day	Any day in which the USPS as well as the U.S. Federal Reserve are open for business.
U.S. federal holiday	All Holidays as defined by the U.S. Federal Reserve.
24x7	24 hours a day, 7 days a week.
Additional Inserts	Any item requested to be placed into the mail container above and beyond (a) the bill and (b) the RE .
Container	One complete piece of mail packaged into one OE.
Electronic Transmission	The act of sending data via DataProse online utility, FTP or Modem
Bill	Data and other information pertaining to one (1) account number and usually in reference to one customer
Group	The term used by DataProse to define how bills are gathered & produced in order to maximize production capabilities. These groups are defined as follows: Group A – 1 ounce bills Group B – 2 ounce bills Group C – 8-99 page bills Group D – 100-499 page bills Group E – 500+ page bills Group I – International bills Group P – Pull bills (Pulled and returned to Account Manager for further action) Group X – Hold bills (combined and sent back to Client) Group Y – Online only bills (Suppress from print only) Group Z – Suppress all
Suppress or Suppression	The act of excluding records or bills (based on Client defined criteria) that have been received in the input data stream received from the Client

Resolution No. _____, entering into an agreement with DataProse, Inc. for the printing, mailing, and e-presentation of utility bills and delinquent notices.

Section 2. That Mike Schmitz, Mayor of the 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, 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 received bids on February 16, 2016 for the Campbellton Highway and Southgate Road Roundabout project; and

WHEREAS, Arrington Curb and Excavation, Inc., of Flomaton, Alabama, submitted the lowest and most advantageous bid in the amount of \$366,638.70 (bid tabulation attached); and

WHEREAS, upon reviewing the bids received, the Public Works Department recommends awarding the bid for the Campbellton Highway and Southgate Road Roundabout project to Arrington Curb and Excavation, Inc., in the amount of \$366,638.70.

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

Section 1. That upon the recommendation of the Public Works Department, the City of Dothan, award the bid, enter into a contract, and issue a Notice to Proceed to Arrington Curb and Excavation, Inc., for the Campbellton Highway and Southgate Road Roundabout project in the amount of \$366,638.70, which said contract follows:

SECTION 00500

EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between

The City of Dothan, Alabama (hereinafter called OWNER) and Arrington Curb and Excavation, Inc. (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construction of a roundabout (traffic circle) at the intersection of Campbellton Highway and Southgate Road including earthwork, asphalt paving, curb and gutter, storm drainage, erosion and sediment control, utility work, and other associated improvements.

ARTICLE 2. THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Campbellton Hwy. and Southgate Rd. Roundabout
City of Dothan, Alabama

ARTICLE 3. ENGINEER

3.01 The Project has been designed by NORTHSTAR ENGINEERING SERVICES, INC. who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. CONTRACT TIME

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be completed and ready for final payment in accordance with paragraph 19 of the General Conditions within 90 calendar days after the date when the Contract Time commences to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence in this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Paragraph 19 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER Four Hundred Dollars (\$ 400.00) for each day that expires after the time specified in paragraph 4.02 until the Work is completed and ready for final payment.

ARTICLE 5. CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A below:

A. For all Work, at the prices stated in CONTRACTOR's Bid.

As provided in Paragraph 38 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Contractor and approved by the ENGINEER.

Contract Amount of

Three hundred sixty-six thousand, six hundred thirty-eight and 70/100 Dollars; \$ 366,638.70

ARTICLE 6. PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 25 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 10th day of each month during performance of the work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- B. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 25 of the General Conditions.
1. Ninety percent (90%) of Work completed (with the balance being retainage). If Work has been fifty percent (50%) completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and
 2. Ninety percent (90%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- C. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to ninety-eight percent (98%) of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 25 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment.

- A. Upon final completion and acceptance of the Work in accordance with paragraph 25 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 25.

ARTICLE 7 - DELETED

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been made available by the Owner or Engineer.
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- F. CONTRACTOR does not consider that any further examinations, investigations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 1. This Agreement (pages 1 to 7, inclusive);
 2. General Conditions (pages 1 to 16, inclusive);
 3. Supplemental General Conditions (pages _____ to _____, inclusive);
 4. Specifications as listed in the table of contents of the Project Manual;
 5. Drawings, consisting of a cover sheet and sheets numbered 1 through 13, inclusive, with each sheet bearing the following general title:
Campbellton Hwy. and Southgate Rd. Roundabout – City of Dothan, Alabama;
 6. Addenda (numbers 1 to _____, inclusive);
 7. Exhibits to this Agreement (enumerated as follows):
 - a. CONTRACTOR's Bid (pages 00300-1 to 00300-9, inclusive);
 8. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 20____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of Dothan, Alabama

By:

(CORPORATE SEAL)

By:

(CORPORATE SEAL)

Attest

Attest

Address for giving notices:

Address for giving notices:

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

License No. _____
(Where applicable)

Designated Representative:

Agent for service of process:

Name: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Title: _____

Designated Representative:

Name: _____

Address: _____

Title: _____

Address: _____

Phone: _____

Phone: _____

Facsimile: _____

Facsimile: _____

BID TABULATION
CAMPBELLTON HWY. & SOUTHGATE RD. ROUNDABOUT
 City of Dothan Bid #16-009
 Tuesday, February 16, 2016

DESCRIPTION	QUANTITY	UNIT	Arrington Curb & Excavation, Inc. 22671 Old U.S. Highway 31 Flomaton, AL 36441		Midsouth Paving, Inc. 381 Twitchell Road Dothan, AL 36303		Wiregrass Construction Co. Inc. P.O. Drawer 929 Dothan, AL 36302	
			UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
Roundabout								
1. Mobilization	1	L.S.	\$22,920.00	\$22,920.00	\$111,100.00	\$111,100.00	\$178,000.00	\$178,000.00
2. Removal of Existing Pavement	858	S.Y.	\$3.90	\$3,346.20	\$4.00	\$3,432.00	\$21.98	\$18,858.84
3. Earthwork/Grading	200	C.Y.	\$39.90	\$7,980.00	\$19.00	\$3,800.00	\$82.70	\$16,540.00
4. Borrow Excavation	450	C.Y.	\$24.90	\$11,205.00	\$17.50	\$7,875.00	\$19.01	\$8,554.50
5. 8" Sand-Clay (or 6" Soil Aggregate) Base Course	1,598	S.Y.	\$11.00	\$17,578.00	\$12.00	\$19,176.00	\$9.90	\$15,820.20
6. Bituminous Prime Coat (0.22 GAL/SY)	352	GAL.	\$3.60	\$1,267.20	\$4.00	\$1,408.00	\$6.91	\$2,432.32
7. Bituminous Asphalt Binder Course (275 lbs)	1,507	S.Y.	\$15.80	\$23,810.60	\$13.00	\$19,591.00	\$18.41	\$27,743.87
8. Bituminous Asphalt Surface Course (165 lbs)	2,172	S.Y.	\$9.50	\$20,634.00	\$9.50	\$20,634.00	\$13.35	\$28,996.20
9. 24" Curb and Gutter	866	L.F.	\$15.40	\$13,336.40	\$20.00	\$17,320.00	\$18.53	\$16,046.98
10. 6" Standard Curb	362	L.F.	\$12.90	\$4,669.80	\$13.00	\$4,706.00	\$13.87	\$5,020.94
11. 24" Concrete Header Curb	311	L.F.	\$70.20	\$21,822.20	\$42.00	\$13,062.00	\$18.12	\$5,635.32
12. Stamped & Colored Concrete Truck Apron	419	S.Y.	\$135.00	\$56,565.00	\$135.00	\$56,565.00	\$100.86	\$42,260.34
13. Concrete Splitter Islands	199	S.Y.	\$63.00	\$12,537.00	\$112.00	\$22,288.00	\$97.73	\$19,448.27
14. 24" RCP Storm Drain Pipe	44	L.F.	\$63.80	\$2,807.20	\$61.00	\$2,684.00	\$55.01	\$2,420.44
15. Sloped Paved Concrete Headwall for 24" RCP	2	EACH	\$2,110.50	\$4,221.00	\$910.00	\$1,820.00	\$1,008.57	\$2,017.14
16. 4" PVC Underdrain Pipe (including bedding)	337	L.F.	\$15.40	\$5,189.80	\$43.00	\$14,491.00	\$35.30	\$11,896.10
17. 4" PCV Underdrain Outfall Pipe	158	L.F.	\$10.70	\$1,690.60	\$43.00	\$6,794.00	\$35.30	\$5,577.40
18. 6" Sanitary Sewer Lateral	60	L.F.	\$25.20	\$1,512.00	\$31.00	\$1,860.00	\$25.21	\$1,512.60
19. 8"x6" Sanitary Sewer Wye Connection	1	EACH	\$135.70	\$135.70	\$610.00	\$610.00	\$630.35	\$630.35
20. Cut and Cap Existing 8" PVC Water Main	3	EACH	\$426.30	\$1,278.90	\$980.00	\$2,940.00	\$806.85	\$2,420.55
21. 8" Restrained Joint D.I. Water Main	555	L.F.	\$38.20	\$21,201.00	\$67.00	\$37,185.00	\$55.47	\$30,785.85
22. 12" PVC Encasement for 8" Water Main	80	L.F.	\$39.60	\$3,168.00	\$49.00	\$3,920.00	\$40.34	\$3,227.20
23. 8" MJDI Tee	1	EACH	\$515.50	\$515.50	\$1,100.00	\$1,100.00	\$907.71	\$907.71
24. 8" x 8" Tapping Sleeve & Valve	1	EACH	\$2,481.60	\$2,481.60	\$3,070.00	\$3,070.00	\$2,521.42	\$2,521.42
25. 8" Gate Valve with Box	3	EACH	\$1,273.40	\$3,820.20	\$1,600.00	\$4,800.00	\$1,311.14	\$3,933.42
26. 8" MJDI 90-degree bend	2	EACH	\$359.50	\$719.00	\$860.00	\$1,720.00	\$706.00	\$1,412.00
27. 8" MJDI 45-degree bend	3	EACH	\$325.00	\$975.00	\$860.00	\$2,580.00	\$706.00	\$2,118.00
28. 8" MJDI 22.5-degree bend	2	EACH	\$292.20	\$584.40	\$860.00	\$1,720.00	\$706.00	\$1,412.00
29. 8" MJDI 11.25-degree bend	1	EACH	\$284.70	\$284.70	\$860.00	\$860.00	\$706.00	\$706.00
30. 8" Water Line Sleeve	2	EACH	\$771.10	\$1,542.20	\$800.00	\$1,600.00	\$655.57	\$1,311.14
31. 10" x 8" Reducer	1	EACH	\$454.80	\$454.80	\$980.00	\$980.00	\$806.85	\$806.85
32. 10" Water Line Sleeve	1	EACH	\$645.60	\$645.60	\$1,100.00	\$1,100.00	\$907.71	\$907.71
33. Fire Hydrant Assembly	1	EACH	\$3,085.30	\$3,085.30	\$4,300.00	\$4,300.00	\$3,529.99	\$3,529.99

DESCRIPTION	QUANTITY	UNIT	Arrington Curb & Excavation, Inc. 22671 Old U.S. Highway 31 Flomaton, AL 36441		Midsouth Paving, Inc. 381 Twitchell Road Dothan, AL 36303		Wiregrass Construction Co. Inc. P.O. Drawer 929 Dothan, AL 36302	
			UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
34. Erosion Control	1	L.S.	\$1,665.60	\$1,665.60	\$7,750.00	\$7,750.00	\$17,329.90	\$17,329.90
35. Seeding and Mulching	3,000	S.Y.	\$0.60	\$1,800.00	\$0.85	\$2,550.00	\$0.71	\$2,130.00
36. Sod	107	S.Y.	\$4.80	\$513.60	\$6.00	\$642.00	\$6.22	\$665.54
37. Traffic Control During Construction	1	L.S.	\$6,283.70	\$6,283.70	\$18,700.00	\$18,700.00	\$23,066.39	\$23,066.39
38. Traffic Markings & Signage	1	L.S.	\$17,469.10	\$17,469.10	\$20,350.00	\$20,350.00	\$13,795.50	\$13,795.50
39. Telephone/Communication Utility Relocations	1	L.S.	\$18,150.00	\$18,150.00	\$20,100.00	\$20,100.00	\$16,641.36	\$16,641.36
40. Electrical Utility Relocations	1	L.S.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fuller Supply Site Improvements								
41. Mobilization	1	L.S.	\$5,402.40	\$5,402.40	\$2,700.00	\$2,700.00	\$69,849.96	\$69,849.96
42. Earthwork/Grading	1	L.S.	\$6,150.00	\$6,150.00	\$13,100.00	\$13,100.00	\$42,026.78	\$42,026.78
43. 8" Sand-Clay (or 6" Soil Aggregate) Base Course	1,336	S.Y.	\$8.40	\$11,222.40	\$7.00	\$9,352.00	\$11.52	\$15,390.72
44. Bituminous Prime Coat (0.22 GAL/SY)	294	GAL.	\$3.60	\$1,058.40	\$4.00	\$1,176.00	\$7.32	\$2,152.08
45. Bituminous Asphalt Binder Course (165 lbs)	1,336	S.Y.	\$9.30	\$12,424.80	\$8.50	\$11,356.00	\$15.36	\$20,520.96
46. Bituminous Asphalt Surface Course (165 lbs)	2,242	S.Y.	\$9.40	\$21,074.80	\$8.50	\$19,057.00	\$13.01	\$29,168.42
47. 6" Sanitary Sewer Lateral	160	L.F.	\$14.00	\$2,240.00	\$31.00	\$4,960.00	\$25.21	\$4,033.60
48. Connect Sanitary Sewer Lateral to Existing	1	L.S.	\$1,860.00	\$1,860.00	\$1,540.00	\$1,540.00	\$630.35	\$630.35
49. Traffic Markings & Signage	1	L.S.	\$880.00	\$880.00	\$430.00	\$430.00	\$3,093.69	\$3,093.69
TOTAL:				\$366,638.70		\$530,854.00		\$725,906.90

I hereby certify to the best of my knowledge, this is a true and correct copy of bids which were received February 16, 2016, at 2:00 p.m. local time, for the captioned project.



E. Lee Brown, P.E. - Northstar Engineering Services, Inc.

Res. No. _____, entering into contract with Arrington Curb and Excavation, Inc., for the Campbellton Highway and Southgate Road Roundabout project, continued.

Section 2. That Mike Schmitz, Mayor of the City of Dothan, and in such capacity, is hereby authorized and directed to execute said documents for and in the name 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 received bids on February 23, 2016 for the Fiberglass Resurfacing of the Triple Flume Slide project; and

WHEREAS, the sole bid was received from Cox Swimming Pools, Inc. in the amount of \$195,750.00; and

WHEREAS, the City staff has negotiated a price reduction in the amount of \$10,000.00 making the final bid \$185,750.00; and

WHEREAS, upon reviewing the bids received, the Leisure Services Department recommends awarding the bid for the Fiberglass Resurfacing of the Triple Flume Slide project to Cox Swimming Pools, Inc. in the amount of \$185,750.00.

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

Section 1. That upon the recommendation of the Leisure Services Director, the City of Dothan award the bid, enter into a contract and issue a Notice to Proceed to Cox Swimming Pools, Inc. for the Fiberglass Resurfacing of the Triple Flume Slide project in the amount of \$185,750.00, which said bid tab and contract follows:



You know you want one.

WWW.COXPOOLSSE.COM

March 7, 2016

Mr. Ernest Stokes
City of Dothan
P.O. Box 2128
Dothan, AL 36302

RE: Fiberglass Resurfacing of Triple Flume Slide bid No. 16-015
Dothan, AL (Waterworld)

Dear : Mr. Stokes,

Due to Cox Pools being the only bidder of the triple flume project on February 23, 2016 bid no. 16-015 and after negotiations Cox Pools will reduce bid amount \$10,000.00 bringing the total to \$185,750.00.

Any questions or concerns please contact me at 334-790-3043.

Sincerely,

SCOTT A. SANDERS

CONTRACT FORM
Fiberglass Resurfacing of the Triple Flume Slide

THIS AGREEMENT, made this _____ day of _____, 20___, by
and between City of Dothan, Alabama, herein called "Owner," acting herein through its
(Corporate Name of Owner)
Mayor, and Cox Swimming Pools, Inc. of Dothan County of
(Title of Authorized Official) (a corporation)
Houston, State of Alabama, herein called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Fiberglass Resurfacing of the Triple Flume Slide
in Dothan, Alabama

hereinafter called the "Project", for the sum of one hundred eighty-five thousand, seven hundred fifty and 00/100 Dollars (\$185,750.00), and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions, and Special Conditions of the Contract, the plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by City of Dothan Leisure Services Department herein entitled the Architect/Engineer.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within forty-five (45) consecutive calendar days. The Contractor further agrees to pay, as liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

The Owner agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties of these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)
ATTEST: _____
City of Dothan, Alabama
(Owner)

(Secretary) By: _____

(Witness) _____
(Title)

(Seal) _____
(Contractor)

(Secretary) By: _____

(Witness) _____
(Title)

(Address)

(City, State, Zip Code)

NOTE: Secretary of the Owner should attest. If Contractor is a Corporation, Secretary should attest.

Res. No. _____, Entering into a contract with Cox Swimming Pools, Inc. for the Fiberglass Resurfacing of the Triple Flume Slide project, continued.

Section 2. That Mike Schmitz, Mayor of the City of Dothan, and in such capacity, is hereby authorized and directed to execute said documents for and in the name 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, Polyengineering, Inc. thoroughly inspected and evaluated the following water storage tanks in 2015; Honeysuckle Tank (No. 10), Hodgesville Tank (No. 11), and Highway 84 West Tank (No. 12), and presented a complete report identifying repair needs, and

WHEREAS, funds are available on the 2016 Dothan Utilities Water Section Budget for the professional services required for the above tanks, and

WHEREAS, Polyengineering, Inc., has provided engineering services for Dothan Utilities for many years and is well experienced in handling the required functions of developing the repair specifications, bidding and awarding the tank repair contract, and providing the construction administration and inspection services.

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

Section 1. That based upon the recommendation of the Dothan Utilities Director, the City of Dothan enter into a contract with Polyengineering, Inc. for an amount not to exceed \$15,500.00 for the Honeysuckle Tank (No. 10), Hodgesville Tank (No. 11), and Highway 84 West Tank (No. 12) repairs professional services, which said agreement follows:

CONTRACT

STATE OF ALABAMA

COUNTY OF HOUSTON

CITY OF DOTHAN

This AGREEMENT made at Dothan, Alabama by and between the City of Dothan, hereinafter called the OWNER, and Polyengineering, Inc., hereinafter called the ENGINEER.

WITNESSETH, that whereas OWNER requires professional engineering services in connection with the preparation of bidding documents to complete repairs, cleaning, and spot blasting and painting on Tank No. 10 (Honeysuckle), Tank No. 11 (Hodgesville Road) and Tank No. 12 (Highway 84 West) and OWNER wishes to engage ENGINEER to provide certain engineering services to complete recommended repairs to these tanks.

WHEREAS, ENGINEER represents that it has sufficient qualified personnel and equipment and is capable of performing the professional engineering services described herein; a corporation qualified to do business in the State of Alabama; and the services described herein will be performed under the supervision of an ENGINEER licensed to practice in the State of Alabama.

OWNER and ENGINEER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. BASIC SERVICES OF ENGINEER

1.1 SPECIFIC TASKS REQUIRED OF THE ENGINEER:

1.1.1 DESIGN SERVICES:

1.1.1.1 Meetings – Attend the following:

1.1.1.2 Project kick-off meeting.

1.1.1.3 Preliminary design review meeting.

1.1.1.4 Progress meetings with OWNER's representatives.

1.1.2 Final Design with Preliminary Plans and Specifications (90% Submittal) – Complete set of plans and specifications showing all sitework, elevations and details.

1.1.3 Final Plans and Specifications (100% Submittal) – Final plans and specifications ready for submittal to OWNER for review. Provide updated cost estimate to OWNER. Prepare project documents for bidding in accordance with OWNER's requirements.

1.2 CONSTRUCTION DOCUMENTS:

1.2.1 Furnish complete set of plans, specifications and contract documents to OWNER. Furnish complete sets to contractors for bidding purposes. Bidders and/or suppliers will be charged a nominal amount to cover reproduction and handling.

1.2.2 Complete contract documents for required construction contracts.

1.2.3 Prepare final cost estimate (Opinion of Probable Cost) for review by OWNER.

1.3 BIDDING SERVICES:

1.3.1 Attend pre-bid meeting with potential general contractors and subcontractors.

1.3.2 Answer RFI's from bidders and issue addenda as required.

1.3.3 Review and evaluate all bid proposals and provide OWNER with recommendation for award.

1.3.4 Attend post-bid meeting with contractor/subcontractors, if required, to discuss alternate work items.

1.4 CONSTRUCTION SERVICES:

- 1.4.1 Respond to Contractor requests for information.
- 1.4.2 Review all submittals.
- 1.4.3 Provide construction engineering services (i.e. contract administration, review of pay requests, evaluate and review change orders, attend construction meetings, assure compliance with technical specifications.
- 1.4.4 Provide inspection services for construction work to verify compliance with plans and specifications, and witness and document all testing of completed paint systems and coatings.
- 1.4.5 Provide "as-built" drawings from pencil mark-ups furnished by Contractor.
- 1.4.6 Provide close-out documents to OWNER for approval.

ARTICLE 2. ADDITIONAL SERVICES OF ENGINEER

2.1 Services requiring authorization in advance -

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others additional services. These services are not included as part of the basic services and will be paid for by OWNER as indicated in ARTICLE 5.

ARTICLE 3. RESPONSIBILITIES OF OWNER

OWNER shall, within a reasonable time, so as not to delay the services of the ENGINEER:

- 3.1 Provide full information as to the requirements for the project and placing at his disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 3.2 Guarantee access to and make all provision for ENGINEER to perform his services under his Agreement including providing a groundperson during the initial evaluation of each tank.
- 3.3 Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approval and consents from other that may be necessary for completion of the project.
- 3.4 Designate a person authorized to act as the OWNER's representative. The OWNER or his representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations promptly to prevent unreasonable delay in the progress of the ENGINEER's services.

ARTICLE 4. PERIOD OF SERVICE

- 4.1 The provisions of this ARTICLE 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the preparation of bid documents, assisting with the advertisement of bids, preparation of executed contract documents between the OWNER and CONTRACTOR, and provide Project Management and Inspection Services for the project.

ARTICLE 5. PAYMENTS TO ENGINEER

- 5.1 Methods of payment for services and expenses of ENGINEER -

5.1.1 OWNER shall pay the ENGINEER for services rendered under ARTICLE 1 in the lump sum amounts as follows:

ENGINEERING SERVICES: \$7,500.00

PROJECT MANAGEMENT AND INSPECTION SERVICES: \$8,000.00

5.1.2 For Additional Services for ENGINEER's employees engaged directly on the Project and rendered pursuant to Paragraph 2.1 on the basis of ENGINEER's hourly labor rate as shown in Exhibit A. Reimbursable expenses shall be paid at actual cost to ENGINEER and mileage to be paid at \$0.445 per mile.

5.1.2.1 Hourly rate includes salaries, payroll costs, additives, overhead, and profit.

5.1.2.2 The effective date of this schedule shall be the same date the contract is executed and this schedule shall be subject to revisions each 12 month thereafter.

5.2 The ENGINEER shall submit monthly statements for services rendered. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make monthly payment within 30 days of receipt of the ENGINEER's monthly statements.

ARTICLE 6. PERSONNEL AND FACILITIES

6.1 The ENGINEER warrants that he now has or will secure at his expense, all personnel required to perform the services under this contract. Such personnel are not employees of nor have any contractual relationship with the OWNER.

ARTICLE 7. INSURANCE

7.1 At its expense, ENGINEER shall maintain in effect during the term of this contract the following insurance with limits as shown or greater:

7.1.1 General Liability (including automobile) - combines single limit of \$2,000,000;

7.1.2 Worker's Compensation - statutory limit; and

7.1.3 ENGINEER shall provide certificates of insurance indicating the aforesaid coverages to OWNER.

7.1.4 OWNER shall be listed as additional insured on all insurance certificates.

7.1.5 Errors & Omission - The ENGINEER is to carry errors and omissions or professional liability insurance with minimum limits of \$2,000,000 per claim.

ARTICLE 8. GENERAL PROVISIONS

8.1 All work produced by the ENGINEER for this Project are instruments of service for this Project only and shall remain the property of the ENGINEER whether the Project is complete or not. Reuse of any of the instruments of this Project or on any other project without written permission of the ENGINEER shall be at the OWNER's risk and the OWNER agrees to defend, indemnify and hold harmless the ENGINEER from all claims, damage and expenses including attorney's fees arising out of such unauthorized reuse of the ENGINEER'S instruments of service by the OWNER or by others acting through the OWNER.

8.2 The ENGINEER intends to render his services under this Agreement in accordance with generally acceptable professional practices for the intended use of the Project and makes no warranty either express or implied.

8.3 Any opinion of the Construction Cost prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the OWNER. Since the ENGINEER has no control over the cost of labor and material, or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such opinions as compare to Contractor bids or actual cost to the OWNER.

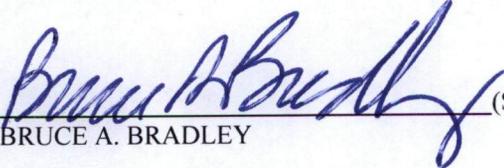
In WITNESS WHEREOF, the parties hereto have made and executed this Contract as of _____.

ENGINEER _____

OWNER _____

POLYENGINEERING, INC.

CITY OF DOTHAN, ALABAMA

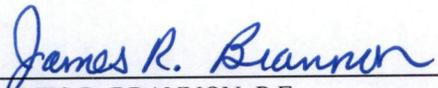
BY:  (S)
BRUCE A. BRADLEY

BY: _____ (S)
MIKE SCHMITZ

TITLE: PRESIDENT

TITLE: MAYOR

ATTEST:

 (S)
JAMES R. BRANNON, P.E.
PROJECT MANAGER

TAMMY DANNER
CITY CLERK

ADDRESS FOR NOTICES:
Polyengineering, Inc.
P.O. Box 837
Dothan, AL 36302

ADDRESS FOR NOTICES:
City of Dothan
P.O. Box 2128
Dothan, AL 36302

EXHIBIT A
SCHEDULE OF HOURLY RATES

CLASSIFICATION	01/04/16 - 12/31/16
Sr. Principal Engineer	\$192.00
Principal Engineer I	\$134.00
Structural Engineer	\$155.00
Electrical/Mechanical Engineer	\$150.00
Engineering Tech	\$94.00
CADD Tech	\$65.00
Electrical/Mechanical Tech	\$70.00
Administrative Assistant II	\$73.00
Administrative Assistant I	\$56.00
2-Man Survey Party	\$123.00
Registered Surveyor	\$112.00
Tank & Coatings Inspector	\$73.00

*Hourly rates above include direct labor, fringe benefits and payroll connected overhead, local travel, printing, long distance telephone expense, general overhead and profit. Hourly rates do not include overnight travel and subsistence or the costs of special equipment or test.

Resolution No. _____, entering into a contract with Polyengineering, Inc. 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 Board of Commissioners does hereby approve the utilization of seizure funds to be used to pay various allowable expenditures for Police Department operations in the amount of \$22,868.00 and listed in Schedule "A", which is attached to and made a part of this resolution.

Section 2. That the sum of \$651.00 be appropriated in FY 2016 to the Police Department/Other Services & Charges/Professional Services, Account Number 001-1201-512.30-42 for seizure advertisements. That the sum of \$2,750.00 be appropriated in FY 2016 to Police Department/Other Services & Charges/Telephone & Pager, Account Number 001-1201-512.30-45 for investigative phone services. That the sum of \$1,468.00 be appropriated in FY 2016 to Police Department/Other Services & Charges/Miscellaneous, Account Number 001-1201-512.30-49 for a portion of sale of vehicles/equipment paid to the District Attorney's Office. That the sum of \$1,099.00 be appropriated in FY 2016 to Police Department/Materials and Supplies/Uniforms & Clothing, Account Number 001-1217-512.20-20 for police uniforms or equipment. That the sum of \$16,900.00 be appropriated in FY 2016 to Police Department/Capital Outlay/Operational Equipment/Machines, Account Number 001-1260-512.60-65 for camera systems. These appropriations are to be funded by increasing the General Fund/Public Safety/Dothan/State Drug Seizure Fund, Account Number 001-0000-351.03-00 by the sum of \$22,868.00.

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

SCHEDULE "A"

001-0000-351-03-00

\$	651.00	001-1201-512-30-42	Seizure Ads, AL Community Newspaper by AD940472-01
	2,750.00	001-1201-512-30-45	Callyo Investigative Phone Service
	1,468.00	001-1201-512-30-49	DA 20% Sales, September & October 2015
	1,099.00	001-1217-512-20-20	Blackhawk Tactical Entry Kit
	7,500.00	001-1260-512-60.65	Covert Pole Cam System-Sole Source
	<u>9,400.00</u>	001-1260-512-60-65	Covert Quad Cam System-Sole Source
\$	<u>22,868.00</u>		

RESOLUTION NO. _____

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

Section 1. That the City of Dothan enters into an agreement with the Housing Authority of the City of Dothan, Alabama to continue the Public Housing Drug Elimination Program by providing police officers for assignment at the public housing developments for a one-year period at an estimated cost of \$606,787.00 with \$175,000.00 being reimbursed to the City, 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

March 11, 2016

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

Board of Commissioners:

I will be presenting to you for your consideration to renew the agreement between the Housing Authority of the City of Dothan, Alabama, referred to as "PHA" and the City of Dothan for additional police and protective services at the housing developments owned and managed by the PHA.

The PHA shall reimburse the City for salaries and employee benefit contributions not to exceed one hundred seventy-five thousand (\$175,000) dollars for the duration of the grant period. The grant shall run March 1, 2016 through February 28, 2017. This will be 19th consecutive year the City of Dothan has entered into this agreement with PHA.

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

Sincerely,

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

Michael West,
City Manager

City of Dothan
Staff Report
for
Mayor and City Commissioners

PROJECT TITLE:	Public Housing Authority Grant	
DEPARTMENT:	Police Department	
DEPARTMENT HEAD:	Chief Steven Parrish	
REPORT DATE:	March 10, 2016	Meeting Date: March 15, 2016

PURPOSE

To renew the agreement between the Housing Authority of the City of Dothan, Alabama, referred to as "PHA" and the City of Dothan for additional police and protective services at the housing developments owned and managed by the PHA. PHA will reimburse a maximum of \$175,000 under the terms of this agreement. The renewal date is effective March 1, 2016 through February 28, 2017.

BACKGROUND

This will be the nineteenth consecutive year the City has entered into this agreement with PHA, beginning March 1998. The grant agreement provides eight sworn police officers for a period of one-year renewing retroactive on the 1st day of March. No additional funding is required for this grant.

IMPLEMENTATION

To comply with this grant, officers are assigned full time to patrolling PHA developments and do not respond to other incidents unless there is an emergency or an incident that occurs in their presence. The coverage is 24 hours a day, 7 days a week during the term of this agreement. The PHA shall reimburse the City monthly for salaries and employee benefit contributions not to exceed one hundred seventy-five thousand (\$175,000) dollars for the duration of the grant period. The salary and fringe benefit costs for eight police officers under this grant for fiscal year 2015 were \$606,787.

DISCUSSION

The mission of this grant program is to curtail and eliminate illegal drug activity, other criminal activities, and acts of vandalism at the PHA sites, and community policing with adults and youths.

Dothan Police Department
HUD Salary and Fringe Benefit Costs

Grant started 1998

Acct

001-1228-512-10-11

<u>2003 Public Housing Authority Grant</u>			<u>2004 Public Housing Authority Grant</u>		
\$247,755		Salaries & Wages	\$257,290		Salaries & Wages
\$18,117		FICA	\$18,804		FICA
\$18,582		Retirement Benefits	\$19,375		Retirement Benefits
\$36,403		Hospital/Med/Insurance	\$39,513		Hospital/Med/Insurance
\$150		Federal Unemployment	\$279		Federal Unemployment
\$96		Employee Assistance Program	\$96		Employee Assistance Program
\$321,103	100.00%	Total	\$335,357	100.00%	Total
(\$175,000)	54.50%	Less PHA Reimbursement Salary & Fringe Benefit Cost to City of Dothan	(\$175,000)	52.18%	Less PHA Reimbursement Salary & Fringe Benefit Cost to City of Dothan
\$146,103	45.50%		\$160,357	47.82%	

<u>2005 Public Housing Authority Grant</u>			<u>2006 Public Housing Authority Grant</u>		
\$260,716		Salaries & Wages	\$ 268,105		Salaries & Wages
\$18,881		FICA	\$ 19,409		FICA
\$52,408		Retirement Benefits	\$ 55,001		Retirement Benefits
\$37,655		Hospital/Med/Insurance	\$ 57,005		Hospital/Med/Insurance
\$86		Federal Unemployment	\$ -		Federal Unemployment
\$96		Employee Assistance Program	\$ 94		Employee Assistance Program
\$369,841	100.00%	Total	\$ 399,615	100.00%	Total
(\$175,000)	47.32%	Less PHA Reimbursement Salary & Fringe Benefit Cost to City of Dothan	\$ (175,000)	43.79%	Less PHA Reimbursement Salary & Fringe Benefit Cost to City of Dothan
\$194,841	52.68%		\$ 224,615	56.21%	

<u>2007 Public Housing Authority Grant</u>			<u>2008 Public Housing Authority Grant</u>		
\$283,216		Salaries & Wages	\$298,080		Salaries & Wages
\$20,576		FICA	\$21,470		FICA
\$58,468		Retirement Benefits	\$66,891		Retirement Benefits
\$63,897		Hospital/Med/Insurance	\$59,806		Hospital/Med/Insurance
\$0		Federal Unemployment	\$ 47.92 F		Federal Unemployment
\$94		Employee Assistance Program	\$86		Employee Assistance Program
\$426,251	100.00%	Total	\$446,332	100.00%	Total
(\$175,000)	41.06%	Less PHA Reimbursement Salary & Fringe Benefit Cost to City of Dothan	(\$175,000)	39.21%	Less PHA Reimbursement Salary & Fringe Benefit Cost to City of Dothan
\$251,251	58.94%		\$271,332	60.79%	

<u>2009 Public Housing Authority Grant</u>			<u>2010 Public Housing Authority Grant</u>		
\$328,396		Salaries & Wages	\$330,147		Salaries & Wages
\$24,176		FICA	\$23,600		FICA
\$80,827		Retirement Benefits	\$87,488		Retirement Benefits
\$63,438		Hospital/Med/Insurance	\$73,787		Hospital/Med/Insurance
\$220		Federal Unemployment	\$119		Federal Unemployment
\$96		Employee Assistance Program	\$96		Employee Assistance Program
\$497,153	100.00%	Total	\$515,236	100.00%	Total
(\$175,000)	35.20%	Less PHA Reimbursement	(\$175,000)	33.97%	Less PHA Reimbursement
\$322,153	64.80%	Salary & Fringe Benefit Cost to City of Dothan	\$340,236	66.03%	Salary & Fringe Benefit Cost to City of Dothan

<u>2011 Public Housing Authority Grant</u>			<u>2012 Public Housing Authority Grant</u>		
\$339,654		Salaries & Wages	\$358,707		Salaries & Wages
\$24,257		FICA	\$25,661		FICA
\$89,342		Retirement Benefits	\$83,039		Retirement Benefits
\$73,251		Hospital/Med/Insurance	\$73,377		Hospital/Med/Insurance
\$207		Federal Unemployment	\$328		Federal Unemployment
\$96		Employee Assistance Program	\$95		Employee Assistance Program
\$526,807	100.00%	Total	\$541,207	100.00%	Total
(\$175,000)	33.22%	Less PHA Reimbursement	(\$175,000)	32.34%	Less PHA Reimbursement
\$351,807	66.78%	Salary & Fringe Benefit Cost to City of Dothan	\$366,207	67.66%	Salary & Fringe Benefit Cost to City of Dothan

<u>2013 Public Housing Authority Grant</u>			<u>2014 Public Housing Authority Grant</u>		
\$ 382,580		Salaries & Wages	\$ 398,456		Salaries & Wages
\$ 27,354		FICA	\$ 28,633		FICA
\$ 86,082		Retirement Benefits	\$ 89,388		Retirement Benefits
\$ 71,832		Hospital/Med/Insurance	\$ 71,130		Hospital/Med/Insurance
\$ 48		Federal Unemployment	\$ 157		Federal Unemployment
\$ 92		Employee Assistance Program	\$ 92		Employee Assistance Program
\$567,989	100.00%	Total	\$587,857	100.00%	Total
(\$175,000)	30.81%	Less PHA Reimbursement	(\$175,000)	29.77%	Less PHA Reimbursement
\$392,989	69.19%	Salary & Fringe Benefit Cost to City of Dothan	\$412,857	70.23%	Salary & Fringe Benefit Cost to City of Dothan

2015 Public Housing Authority Grant*Estimated 8-31-2015*

\$	414,096		Salaries & Wages
\$	29,951		FICA
\$	90,807		Retirement Benefits
\$	72,217		Hospital/Med/Insurance
\$	123		Federal Unemployment
\$	92		Employee Assistance Program
	\$607,285	100.00%	Total
	(\$175,000)	28.82%	Less PHA Reimbursement
	\$432,285	71.18%	Salary & Fringe Benefit Cost to City of Dothan

2003-2015 Public Housing Authority Grant

\$	4,167,199		Salaries & Wages
\$	300,888		FICA
\$	877,698		Retirement Benefits
\$	793,309		Hospital/Med/Insurance
\$	1,718		Federal Unemployment
\$	1,221		Employee Assistance Program
	\$6,142,033	100.00%	Total
	(\$2,275,000)	37.04%	Less PHA Reimbursement
	\$3,867,033	62.96%	Salary & Fringe Benefit Cost to City of Dothan

STATE OF ALABAMA
HOUSTON COUNTY

AGREEMENT

THIS AGREEMENT, made and entered this the ____ day of _____, 2016, by and between the HOUSING AUTHORITY OF THE CITY OF DOTHAN, ALABAMA, hereinafter referred to as "PHA", and the CITY OF DOTHAN, ALABAMA, a municipal corporation, hereinafter referred to as the "City".

WHEREAS, PHA, in cooperation with the City, is desirous of taking an active leadership role in eliminating illegal drugs and drug-related criminal activity from the public housing developments owned and managed by PHA located within the City of Dothan, and

WHEREAS, the elimination of illegal drugs and drug-related criminal activity in PHA's housing developments and the protection of its housing properties requires the cooperation of the City and the provision of resources beyond that which are currently available to the City to support the PHA, and

WHEREAS, the City recognizes its responsibility for providing the same level of police and protective services to residents of public housing as are provided to residents of other neighborhoods in the City of Dothan, however, the Chief of Police has documented substantial proof that the public housing areas, owned and operated by PHA in Dothan, have a high and increased level of drug activity over and above that applicable to most other neighborhoods in the City of Dothan, and that such drug activity, in a majority of instances, involves non-residents who enter the public housing areas for the purpose of illegal drug activity, and

WHEREAS, the City is currently without sufficient funds and police manpower to provide additional services to PHA at the public housing areas affected by the high incidence of drug-related criminal activity, over and above the level of services provided to other neighborhoods in the City, and

WHEREAS, PHA is desirous of acquiring additional police and protective services at the housing developments owned and managed by the PHA, and is willing to fund such additional services by way of transfer payments to the City for the salaries and employee benefit contributions of additional on-duty police officers, and

WHEREAS, the parties are mutually desirous of entering into a contractual agreement for the provision of additional police and protective services by the City to PHA at its housing developments in the City of Dothan.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and conditions herein contained, the parties hereto do hereby covenant and agree as follows:

1. The City will provide eight (8) sworn, police officers, for a period of one (1) year, commencing on the 1st day of March, 2016, and terminating on the 28th day of February, 2017. The said police officers shall work on assignment at the six housing developments owned and managed by PHA located in the City of Dothan, to wit: Henry Green Apartments, McRae Homes, Martin Homes, Johnson Homes, Ussery Homes, and Marvin Lewis Village.

Said officers are assigned full time to patrolling Housing Authority housing developments and do not respond to other incidents unless there is an emergency or an incident occurs in their presence. The coverage is 24 hours a day, 7 days a week during the term of this Agreement.

The mission of the assigned officers at the PHA sites is to:

- (A) curtail and eliminate illegal drug activity
 - (B) curtail and eliminate all other criminal activities
 - (C) curtail and eliminate all acts of vandalism
 - (D) monitor and eliminate all loitering where criminal or illegal activities appear imminent
 - (E) become familiar with PHA residents and practice community policing with adults and youth
 - (F) monitor and report suspicious visitors, or non-resident visitor patterns that may indicate tenant fraud or illegal occupants
 - (G) monitor PHA site vehicle activity and report suspicious activities to PHA management
 - (H) assist PHA management in conducting background checks on applicants
2. PHA shall pay to the City monthly for salary and employee benefit contributions for each of the officers assigned up to the maximum amount contained in Section 5 hereof, based upon a written invoice to be submitted by the City to the PHA. PHA shall pay the invoice within ten (10) business days after receipt of same. PHA shall not, however, be responsible for the cost of liability insurance, training, transportation, equipment or uniforms of said officers, which said expense shall be and remain the responsibility of the City, along with all salary and fringe benefit cost for assigned officers above the maximum amount called for in Section 5 hereof.
3. The City, in order to document and verify the services rendered under this Agreement, shall, through the Chief of Police, provide PHA, on a monthly basis, with a written report, which shall include, but not be limited to, the following information:
- (A) daily tracking of assigned officer's activity
 - (B) tracking of all Calls for Service and Offenses
 - (C) detailed information with regard to arrests of PHA residents

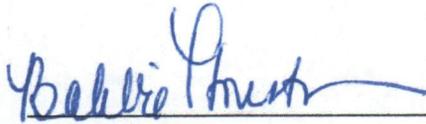
occurring in the City of Dothan and detailed information with regard to arrests of non-residents occurring on public housing property

4. The parties understand and agree that the additional police officers will be, and shall remain, employees of the City, and not of the PHA. The PHA shall have no right or authority to, in any way, control or direct the activities of the police officers, who are the employees of the City.
5. In no event shall the aggregate of payments from the PHA to the City, under the terms of this Agreement, exceed the sum of One Hundred Seventy-Five Thousand (\$175,000) Dollars. The monthly transfer payment by PHA to the City shall be calculated to include only actual expenses incurred by the City for the salary and regular employee benefit contributions of the assigned police officers, which are the subject of this Agreement. The level of pay or pay scale for each officer assigned under this Agreement shall not exceed the level of compensation or pay scale for other police officers of the City who hold equal rank and are equally trained and experienced.
6. The PHA is desirous of the City to assign eight specific individuals, who are experienced, trained police officers, to regularly work on assignment at the PHA housing developments. It is understood that the Chief of Police of the City shall have the sole and exclusive right to hire, train, assign, supervise and direct police officers of the City with regard to their duties, which will include special assignment at the PHA public housing developments. While PHA is desirous of having the Chief or Police to assign eight specific individuals in order for the officers to become personally acquainted with and known by the residents of the public housing developments, it is within the exclusive right of the Chief of Police to make assignment duty under terms of this Agreement.
7. This Agreement may be canceled by either party on thirty (30) days written notice

of termination.

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed by officers thereunto duly authorized on the day and date first above written.

THE HOUSING AUTHORITY OF THE
CITY OF DOTHAN, ALABAMA



Attest



Glenn D. Franklin, Executive Director

CITY OF DOTHAN, ALABAMA
A Municipal Corporation

Attest

Mike Schmitz, Mayor

Resolution No. _____ Entering into an agreement with the Housing Authority of the City of Dothan, Alabama, 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. _____

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 under the Department of Homeland Security Equipment Grant in the amount of \$12,260.33 to be used to purchase equipment for the Dothan Police Bomb Team.

Section 2. That the sum of \$12,260.00 be appropriated in FY 2016 to the General Fund/Police Department/Materials & Supplies/Uniforms & Clothing, Account Number 001-1217-512.20-20 for the purchase of equipment for the Dothan Police Bomb 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 \$12,260.00 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 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

March 11, 2016

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

Board of Commissioners:

I will be presenting to you for your consideration a request to accept funding under the Homeland Security Equipment Grant disseminated by the Dothan/Houston County Emergency Management Agency not to exceed \$12,260.33.

The grant will be used to purchase equipment for the Dothan Police Bomb Team. No additional funding is required.

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

Sincerely,

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

Michael West
City Manager

CITY OF DOTHAN
Staff Report
For
Mayor and City Commissioners

PROJECT TITLE Homeland Security Bomb Equipment Grant

Department Police Department

Report Prepared on 3/08/2016 **Admin. Meeting Date** On Agenda

PURPOSE

To accept funding under the Homeland Security Equipment Grant disseminated by the Dothan/Houston County Emergency Management Agency not to exceed \$12,260.33. The grant will be used to purchase equipment for the Dothan Police Bomb Team.

BACKGROUND

The Homeland Security Equipment grant can be used to purchase equipment for the Dothan Police Bomb Team. The Dothan Bomb Team renders mutual aid to the Wiregrass area responding to calls for suspicious packages, explosive materials and bomb threats.

DESCRIPTION

Items approved for purchase with the Homeland Security grant:

- XTK Grid Aim kit
- Logos image plates/holder
- DET Diagnostic kit
- Advanced Ballistic Helmet
- Ballistic Vest
- Garrett AT pro metal Detector
- Dewalt angle grinder
- Dewalt reciprocating saw

The total cost of all equipment is \$12,260.33. The grant award amount may range from \$10,455.00 up to the total cost of the equipment.

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 and service agreement of McGriff, Seibels and Williams, Inc. for Specific Stop Loss Reinsurance for the City of Dothan's Health and Accident Insurance Plan, as quoted by Unimerica/Optum, with a monthly premium of \$12.82 for single and \$32.85 for family, with a deductible of \$200,000.00 per claim after a \$50,000.00 aggregate specific deductible has been met with an unlimited per person liability, which said proposal and service agreement is attached to and made a part of this Resolution.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS



THE CITY OF DOTHAN, ALABAMA

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

MIKE K. WEST
CITY MANAGER
mkwest@dothan.org

March 11, 2016

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

Board of Commissioners:

I will be presenting to you for your consideration a request to renew the City's Specific Stop Loss (Re-Insurance) for May 1, 2016 through April 30, 2017. Delvick McKay, Personnel Director, has received the renewal quotes from McGriff, Seibels & Williams, Inc., our re-insurance broker.

The City currently has one (1) individual in reimbursement status (claims in excess of \$200,000) and is projected to receive \$45K in reimbursements in this plan year. Also, had the City Commission not made the decision to continue with stop-loss insurance coverage, the insurance claims expense to the Health Insurance Fund would have increased an additional \$400K in FY2015, \$200K in FY2014, and \$500K in FY2013.

Delvick is recommending, and I concur, that we take the renewal quote from Unimerica/Optum Financial for Specific Stop Loss Insurance with a deductible of \$200,000 per claim once an aggregate deductible of \$50,000.00 is met. All claims in excess of \$200,000.00 will then be reimbursed back to the City.

The estimated annual premium and fees will be \$371,940, a 5.10% increase over last year. As of March 3, 2016 the Health Insurance Fund Reserve was \$1M. Providing stop loss coverage allows the City to maintain adequate reserves and prevent catastrophic losses to the reserve fund. Funds are currently available in the budget.

The staff recommends and I concur with aforementioned request to renew the City of Dothan's Specific Stop Loss Insurance (Re-Insurance) with Unimerica/Optum Financial for the contract year Beginning May 1, 2016 and ending April 30, 2017 and to enter into a service agreement with McGriff, Siebels, and Williams Inc..

Sincerely,

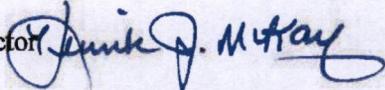
A handwritten signature in black ink, appearing to read "Michael K. West", with a long horizontal flourish extending to the right.

Michael K. West
City Manager

City of Dothan
Staff Report
For
Mayor and City Commissioners

PROJECT TITLE: Renewal: City of Dothan 2016 Specific Stop Loss Coverage

DEPARTMENT: Personnel Department

DEPARTMENT HEAD: Delvick J. McKay, Personnel Director 

REPORT DATE: March 10, 2016 **Regular Agenda:** March 15, 2016

PURPOSE – To consider approval of renewal of the City of Dothan Specific Stop Loss Insurance with Unimerica Insurance Company/Optum Financial for the contract year May 1, 2016 through April 30, 2017 and enter into a service agreement with McGriff, Siebels, and Williams Inc.

DETAILS – Attached to this staff report are renewal quotes for the City of Dothan Specific Stop Loss Insurance (group health plan) prepared by McGriff, Seibels, and Williams Inc. Competitive quotes were received from two (2) carriers. Three (3) additional carriers provided quotes, however; with noncompetitive pricing and nine (9) declined to quote.

COST – The City’s current re-insurance is provided by Unimerica/Optum Financial at \$12.16 for single coverage and \$31.14 for family coverage. The City’s current Stop Loss deductible is \$200,000 (*with an aggregate specific deductible of \$50,000.00) with an unlimited liability per person. Current annual premium is \$329,646 and brokerage fees are \$24,234 for a total of \$353,880.

There are two viable renewal options that provide the necessary coverage while mitigating known risk to the Health Insurance Fund.

Option 1: Renewal at current deductible and liability limit with Unimerica/Optum Financial for a 5.10% increase in premiums--\$12.82 for single and \$32.85 for family. Projected monthly premium of \$28,976 or \$347,706 annually and brokerage fees remaining the same at \$24,234 for a total of \$371,940. This option does not include any lasers and Unimerica/Optum presents this option as a firm offer.

Option 2: Renewal at \$200,000 specific deductible (*with an aggregate specific deductible of \$50,000) with unlimited maximum liability with Houston Casualty Company (HCC) for a 5.51% increase in premiums--\$10.82 for single and \$34.28 for family. Projected monthly premium of \$29,096 or \$349,152 annually with brokerage fees of \$24,234. This option is not a firm option and would include further underwriting, pre-certification reports, etc.

RECOMMENDATION – Option 1

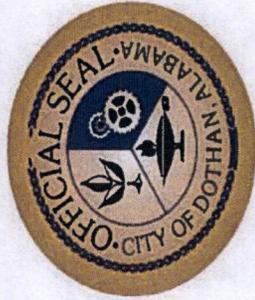
The City currently has one (1) individual in reimbursement status (claims in excess of \$200,000) and has received \$451,282.81 in reimbursements for FY2015 and \$45,000 pending for FY2016. The underwriters at Unimerica/Optum Financial have provided a firm quote without any lasers and submitted the better option to help safeguard and manage the associated risks to the Employee Health Insurance Fund. Had the City Commission not made the decision to continue with stop-loss insurance coverage, the insurance claims expense would have increased an additional \$400K in FY2015, \$200K in FY2014, and \$500K in FY2013.

The health insurance fund reserve as of March 2, 2015 is \$1M. With your continued support in providing stop-loss coverage, it allows the City to maintain adequate reserves and prevent catastrophic losses to the health insurance fund. Option 1 serves as the best approach to manage the necessary risk while providing an affordable annual premium. There are funds in the current budget to cover this expenditure.

Note: Claims exposure/calculations reset on May 1.

ATTACHMENT:
Copy of Stop Loss Renewal Quotes

City of Dothan



May 1, 2016 Stop Loss Renewal Discussion

March 9, 2016

Bob Reynolds, RHU, REBC
Executive Vice President

Sharon Chappell, RHU
Assistant Vice President



McGRIFF, SEIBELS & WILLIAMS, INC.
Employee Benefits Brokerage & Consulting

City of Dothan

5/1/2016 Stop Loss Market Summary

Quotes Included in Proposal: AM Best Rating

Optum Financial (Unimerica Insurance Company): A
HCC: A+

Rate Indications Received/ Not Competitive

PartnerRe: 50% above current
Highmark: 39% above current
Ironshore: 22% above current

Declined to Provide Proposal (Underwriting guidelines)

Lloyds (BCBS)
SunLife (BCBS)
BCS (BCBS)
Voya
SwissRe
QBE
Arch
Symetra
Lloyd's (MSW)

** Recommended.*

City of Dothan
5/1/2016 Stop Loss
Renewal

Carrier:		Optum (Unimerica)		HCC
Specific Deductible	Enrollment	Current	Renewal	Option 1
Contract Period		24/12	36/12	24/12
Benefits Covered		Medical & RX	Medical & RX	Medical & RX
Specific Deductible		\$200,000	\$200,000	\$200,000
Aggregating Specific Deductible		\$50,000	\$50,000	\$50,000
Maximum Limit of Liability: Annual		Unlimited	Unlimited	Unlimited
Maximum Limit of Liability: Lifetime		Unlimited	Unlimited	Unlimited
Premiums & Fees				
Single Monthly Premium	446	\$12.16	\$12.82	\$10.82
Family Monthly Premium	708	\$31.14	\$32.85	\$34.28
Estimated Monthly Premium		\$27,470	\$28,976	\$29,096
Estimated Annual Premium		\$329,646	\$347,706	\$349,152
Estimated Annual Fees		\$24,234	\$24,234	\$24,234
Total Estimated Annual Premium & Fees		\$353,880	\$371,940	\$373,386
\$ Change To Current		N/A	\$18,060	\$19,506
% Change To Current		N/A	5.10%	5.51%
Experience Refund of Premium		25% Net Profit Experience Refund	25% Net Profit Experience Refund	Not Available
Specific Deductible Lasers		None	None	To Be Determined
Total additional group liability:		0%	0%	To Be Determined
Required to Bind Coverage		NA		

Notes:

- Optum (Unimerica) is the only respondent that has provided FIRM offer terms with the claims information available as this summary.
- Experience Refund of Premium provision included in 5/1/2015 renewal is trending to provide estimated \$39,000 in premium refunds to City of Dothan (as of claims information through 1/31/16) and requires 5/1/2016 renewal of Optum (Unimerica) policy to be payable. Final calculation of a refund, if any, cannot be determined until all claims data for the period 5/1/2015-4/30/2016 have been received by Optum.
- Enrollment shown is per 1/15/2019 contract census provided by BCBS AL and is utilized to calculate estimated annual costs.
- Optum (Unimerica): Experience refund is equal to 25% of net profit. Net profit is 60% of specific premium (net of commissions), minus the sum of all specific claims for the policy period, provided this stop loss coverage continues for a subsequent policy period and is in force at the time of refund.
- All options shown include a brokerage fee of \$1.75 per employee per month and requires a brokerage/consulting services agreement between MSW and The City of Dothan. (Same as for the prior year)
- Refer to the following pages for complete disclosure of carrier's offer assumptions & conditions for the proposed plan offerings.

This is NOT a firm offer. Additional information required to provide firm offer:
 1. Review of claims data through 2/29/16 or date of acceptance, whichever is later,
 2. Detailed Specific Disclosure - 50% report
 3. Trigger Report,
 4. Pre-certification Report

This is a FIRM offer, with no additional information required, if confirmation of intent to renew is returned to Optum by 4/8/16.

City of Dothan
5/1/2016 Stop Loss
Specific Deductible Options

Carrier:		Optum (Unimerica)	
Specific Deductible	Enrollment	Current	Option 1
Contract Period		24/12	24/12
Benefits Covered		Medical & RX	Medical & RX
Specific Deductible		\$200,000	\$220,000
Aggregating Specific Deductible		\$50,000	\$50,000
Maximum Limit of Liability: Annual		Unlimited	Unlimited
Maximum Limit of Liability: Lifetime		Unlimited	Unlimited
Premiums & Fees			
Single Monthly Premium	446	\$12.82	\$11.71
Family Monthly Premium	708	\$31.14	\$30.01
Estimated Monthly Premium		\$27,470	\$26,470
Estimated Annual Premium		\$329,646	\$317,637
Estimated Annual Fees		\$24,234	\$24,234
Total Estimated Annual Premium & Fees		\$353,880	\$341,871
\$ Change To Current		N/A	-\$12,009
% Change To Current		N/A	-3.39%
Experience Refund of Premium		25% Net Profit Experience Refund	25% Net Profit Experience Refund
Specific Deductible Lasers		None	None
Total additional group liability:		0%	0%
Required to Blind Coverage		NA	This is a FIRM offer, with no additional information required, if confirmation of intent to renew is returned to Optum by 4/8/16.

Notes:

- 1) Optum (Unimerica) is the only respondent that has provided FIRM offer terms with the claims information available as this summary.
- 2) Experience Refund of Premium provision included in 5/1/2015 renewal is trending to provide estimated \$39,000 in premium refunds to City of Dothan (as of claims information through 1/31/16) and requires 5/1/2016 renewal of Optum (Unimerica) policy to be payable. Final calculation of a refund, if any, cannot be determined until all claims data for the period 5/1/2015-4/30/2016 have been received by Optum.
- 3) Enrollment shown is per 1/15/2016 contract census provided by BCBS AL and is utilized to calculate estimated annual costs.
- 4) Optum (Unimerica): Experience refund is equal to 25% of net profit. Net profit is 60% of specific premium (net of commissions), minus the sum of all specific claims for the policy period, provided this stop loss coverage continues for a subsequent policy period and is in force at the time of refund.
- 5) All options shown include a brokerage fee of \$1.75 per employee per month and requires a brokerage/consulting services agreement between MSW and The City of Dothan. (Same as for the prior year)
- 6) Refer to the following pages for complete disclosure of carrier's offer assumptions & conditions for the proposed plan offerings.

Optum/ (Unimerica)

- * **Option(s) of this proposal include(s) an Experience Refund which will allow for a refund of 25 % of Net Profit provided this stop loss coverage continues for a subsequent Policy Period and is in force at the time of refund.**
- * Other compensation or bonuses may be indirectly reflected in this quote. Contact your broker/agent if you have any questions relating to their compensation for this offer.
- * Current plan has been quoted.
- * The Plan will have Network: BC BS Case Manager: BC BS TPA: BC BS AL
- * Claims that exceed the Specific Deductible up to the stated Aggregating Specific Deductible are not eligible claims under Specific or Aggregate coverage.
- * Retirees are covered for medical benefits.
- * This document may contain Protected Health Information (PHI) and should only be shared with individuals designated to view such information per HIPAA regulations.
- * The Subsequent Policy Period Offer is based on data submitted, plus other information furnished relevant to underwriting the risk, including all claims or possible claims, paid, pending or denied pending additional information, or which the employer or its authorized representative should otherwise be aware of. Any inaccuracy in the data submitted or failure to disclose any such information can change the terms, conditions, rates or factors of this offer or can void the offer and coverage.
- * This offer includes, at no additional cost, the IRO Extended Liability Endorsement which provides a 12-month extension of coverage for any paid claim that is denied and subsequently overturned by an IRO upon appeal.
- * In executing this form, the employer or its authorized representative, is acknowledging acceptance of the new rates, factors and terms. The employer or its authorized representative further acknowledges that all material facts, terms and conditions stated in the employers plan document and the Policy/Agreement remain unchanged and in full force and effect, unless noted above.

Until we obtain the signed Subsequent Policy Period Offer, the rates and factors are subject to change as additional information is received. This Offer is valid for the stated effective rate noted above provided the employer or its authorized representative elects one of the above options, signs the acknowledgment and we receive the completed Offer by 4/8/2016.

HCC LIFE

Quoted terms and conditions are subject to possible revision based upon receipt and review of the following items:

- * Paid claims experience to the effective date including monthly enrollment figures.
 - * Updated shock loss information to the date HCC Life Insurance Company has been notified that the proposal has been accepted by the group. Shock loss information should include injuries, illnesses, diseases, diagnoses, or other losses of the type, which are reasonably likely to result in a significant medical expense claim or disability, regardless of current claim dollar amount. In addition, shock loss information should include any claimant that has incurred claim dollars in excess of \$100,000, regardless of diagnosis. Information is also needed on any claims processed and unpaid, pending or denied for any reason. Please refer to our Trigger Diagnosis Disclosure List, which provides examples of some, but not all, types of shock losses.
 - * We will accept final shock loss disclosure no earlier than 30 days prior to the effective date.
 - * Please see the attached exhibit for plan document assumptions and requirements.
 - * Should a large claim(s), (non-reoccurring and/or ongoing) become known and the initial date of service is prior to the date of written acceptance by HCC Life Insurance Company, we reserve the right to re-underwrite the case.
 - * In the event there is a greater than 10% change in enrollment between the submitted initial enrollment data and the final enrollment data, rates and factors may be recalculated.
 - * Minimum participation level of 75% of all eligible employees is required.
 - * Rates and Factors are calculated with the plan anniversary date and the Policy effective date as the same date, should the plan anniversary date and the stop loss policy effective date be different we reserve the right to modify our rates, factors and terms of coverage to accommodate for additional liabilities incurred by the plan due to state and/or federal mandates during the stop loss contract period.
 - * Quote rated with retirees covered. Quote rated with 3 COBRAs being covered based on the census information provided.
 - * Fixed Split Funded Arrangement - The Split Funded Corridor Option quoted is the fixed set corridor which is NOT subject to year end recalculation for enrollment variances.
 - * Quote Rated with the following UR Vendors: Blue Cross/Blue Shield of Alabama, .
 - * Quote Rated with the following Cost Containment Programs(s): Blue Cross/Blue Shield of Alabama, Blue Cross/Blue Shield (Blue Card).
 - * This quote is based on the current plan of benefits as provided with the submission.
 - * Simultaneous Funding on Specific reimbursements is included on all quotes
- Proposal is subject to the following:
- *Please advise if anyone has been in the hospital in excess of 20 days or is actively listed or being managed for a transplant or catastrophic condition.
 - *If we are competitive, medical underwriting review of the following data through 2/29/2016 or date of acceptance, whichever is later: Detailed Specific Disclosure-50% (the actual BCBS Summary and Claims by Member detail reports). We will also need the trigger, pre-cert, and case management/patient profile reports. Higher Individual Specific Deductible may apply.
- This proposal expires if applications are not requested before the valid through date (5/10/2016).

(continued for HCC Life)

*** Plan Document Assumptions**

This proposal for stop loss coverage assumes the Plan Sponsor's plan document includes certain standard clauses, exclusions and limitations. These exclusions and limitations include, but are not limited to the following:

1. Eligibility, Effective Date, and Enrollment Date provisions, which include definitions of employee (including definitions of full-time and part-time), dependent, and retirees, if applicable.
2. Termination Provisions which clearly define when eligibility and benefits cease. The Termination Provisions should include specific wording regarding extension of coverage (also known as "extension of active service") during a period of inactive service due to disability, layoff or leave of absence. The plan should include COBRA wording consistent with federal requirements.
3. Transplant benefit wording that identifies any benefits applicable to the donor (particularly the non-participating donor), the recipient, organ procurement, and any covered transportation, lodging and companion charges.
4. The Plan is expected to contain provisions that preserve its ability to seek a right of recovery, to recover funds via subrogation, to enforce coordination of benefits clauses with other plans and where able, to be secondary to Medicare and other public programs (subject to the Plan's compliance with Medicare Secondary Payer rules).
5. Exclude expenses resulting from losses which are due to any act of war, whether declared or not.
6. Exclude expenses for any injury or illness arising out of or in the course of any occupation or employment for wage or profit.
7. Exclude expenses related to Alternative Treatment, except when deemed both medically necessary and cost effective when compared to a normal course of treatment.
8. All HCC Life policies contain an Experimental and Investigative definition and exclusion along with coverage requirements for clinical trials that complies with the Affordable Care Act (ACA)

McGRIFF, SEIBELS & WILLIAMS, INC.
COMPENSATION STATEMENT

Our principal remuneration for the placement and service of your insurance policy(ies) will be by commission (a proportion of the premium paid that is allowed to us by the insurance company(ies)) and/or a mutually agreed fee.

You should be aware that we may receive additional income from the following sources:

- **Interest or Investment Income** earned on insurance premiums.
- **Expense Allowances or Reimbursements** from insurance companies and other vendors for (a) educational and professional development programs; (b) managing and administering certain binding authorities and other similar facilities, including claims which may arise; and (c) attendance at insurance company meetings and events; all of which we believe enable us to provide more efficient service and competitive terms to those clients for whom we consider the use of such facilities appropriate.
- **Tier II Commission** (sometimes referred to as “extra compensation”) is exclusive to the placement of employee benefits insurance and is based on premium volume of new business and/or premium retention.
- **Contingent Commission** (sometimes referred to as “profit sharing”) which can be based on profitability, premium volume, premium retention, and/or growth. If any part of your account is on a fee basis, we will not accept contingent commissions related to your account.

If you have questions or desire additional information about remuneration and other income, please contact your Agent who will put you in touch with our Senior Insurance Market Conduct Officer for assistance. If any part of your insurance program is placed through any BB&T-owned companies (including retail insurance brokers BB&T Insurance Services, Inc. and BB&T Insurance Services of California, Inc.; wholesale insurance brokers CRC Insurance Services, Inc. and Crump Life Insurance Services, Inc.; Florida domiciled insurance company, American Coastal Insurance Company; managing general underwriter AmRisc, LP; insurance premium finance company, Prime Rate Premium Finance Corporation, Inc. or affiliates; or BB&T Assurance Company, Ltd.) disclosure of that income will also be included.

MSW Provider Security Standards

McGRIFF, SEIBELS & WILLIAMS, INC. PROVIDER SECURITY STANDARDS

The following is a brief summary of the measures that we have taken as your broker to review and report to you objectively on the financial security of your insuring companies. Information is included on A.M. Best Company, our primary security rating source, and the internal policies and standards, which we have established to address this important issue for our customers.

MSW Security Review - McGriff, Seibels & Williams has established an internal "Security Review Committee" composed of senior management representatives from the Finance, Marketing, Branch, Wholesale and Administrative Divisions of the company. This committee's purpose is to develop and implement all policies, procedures and standards for the financial security of all insurers, intermediaries and associations used by MSW and its subsidiary companies.

This committee meets periodically to review the current listing of all companies, intermediaries and associations, which are actively used by MSW. It will also act on any pending requests received from throughout the company to have new providers activated, and to inactivate any providers that do not meet current MSW standards.

MSW Provider Classifications:

"Approved Provider" is any provider whose Best's rating is A- VIII or higher. The Best's rating of an "approved" provider must be printed on all MSW binders and proposals delivered to clients or prospects.

"Acceptable Provider" is any provider whose Best's rating is B+ VIII or higher, but below A - VIII. The Best's rating of an "acceptable" provider must be printed on all MSW binders and proposals delivered to clients or prospects. Additionally, a copy of the latest Best Financial Overview Report on the provider in question will be printed and attached at the time of proposal and at binding. (See specimen attached.)

"Restricted Provider" is any provider whose Best's rating is B+ VII or lower, or who has no Best's rating and has not been given an exception by the Security Review Committee, including those listed not rated (NR) and any provider not shown in AM Best. Additionally, a copy of the latest Best Financial Overview Report on the provider in question will be printed and attached at the time of proposal and at binding. Restricted Providers will be bound only upon presentation of a Standard Disclaimer Letter (See specimen attached), and signed by the client acknowledging they are authorizing MSW to place their coverage with the provider in question. This must be done at each renewal.

MSW Provider Security Standards

“Exception Provider” is certain providers, which have been reviewed by the Security Review Committee, may be considered acceptable security. Just like the acceptable provider, the client will not be required to sign any form of disclaimer or acknowledgment of receipt of this information. A copy of the latest Best Financial Overview Report on the provider in question will be printed and attached at the time of proposal and at binding.

All A.M. Best rating changes will be posted on our website (www.mcgriff.com). Rate changes that result in a provider moving to a lower classification (e.g. downgraded from “Approved” to “Acceptable” or from “Acceptable” to “Restricted”) will be communicated to you in writing and delivered via U.S. mail.

History - A.M. Best Company was incorporated in 1899 as the first rating agency in the world to offer reliable information on the financial condition of U.S. insurance companies. The *Best's Rating Guide* was first published in 1900, and has since become a cornerstone of the security review process by continuously evaluating the financial integrity of over 4,100 insurance companies. In 1984, the first edition of the *Best's International Rating Guide* was published, reporting on the claims-paying ability of over 950 international insurers.

The information used by Best to rate insurance carriers is provided by the companies themselves as a part of their normal filings with the National Association of Insurance Commissioners, those states in which the company is licensed, the SEC and/or with its shareholders. Rating reviews are performed annually on each insurance company, and on an interim basis as conditions dictate.

Best's Rating System - The Best's rating system is designed to evaluate a wide range of objective and subjective factors that affect the overall performance of an insurance company (not applicable to associations or intermediaries). These factors deal with the company's financial strength, its operating performance and its ability to meet its financial obligations to policyholders, as follows:

- * Profitability
- * Quality of reinsurance program
- * Quality and diversification of assets
- * Adequacy of policy loss reserves
- * Capital structure
- * Spread of risk
- * Leverage/Capitalization
- * Liquidity
- * Adequacy of policyholder's surplus
- * Management experience and objectives

Best's Rating Symbols - A typical Best's rating is composed of two parts. The **“Security”** portion provides an alphabetical indication of the quality of the security provided by a company to its policyholders. This rating is further defined in three categories, “Secure”, “Vulnerable” or “Not Assigned”. The **“Financial Size”** (FSC) portion of the Best's rating uses Roman numerals to rank companies based on the dollar amount of their policyholder's surplus and contingent reserve funds.

MSW Provider Security Standards

While comparative rankings for security or financial size by themselves may not adequately portray the complete financial health of a company, the combination of the two has proven to be reliable in predicting the ability of a company to meet its claims obligations in a timely manner, both now and in the near future. The actual rating symbols used by Best and their meanings are:

"Secure" Ratings

A++ or A+ Superior
 A or A- Excellent
 B++ or B+ Good

"Vulnerable" Ratings

B or B- Fair
 C++ or C+ Marginal
 C or C- Weak
 D Poor
 E Under Regulatory Supervision
 F In Liquidation
 S Suspended

"Not Rated" Ratings - NR-1 through NR-5, indicating conditions such as inadequacy of size (to justify a rating), inapplicable rating procedure, incomplete financial information, significant change in rating, insufficient operating experience, or a suspended rating.

Financial Size Categories

I	Under \$1,000,000	VIII	100,000,000 - 250,000,000
II	1,000,000 - 2,000,000	IX	250,000,000 - 500,000,000
III	2,000,000 - 5,000,000	X	500,000,000 - 750,000,000
IV	5,000,000 - 10,000,000	XI	750,000,000 - 1,000,000,000
V	10,000,000 - 25,000,000	XII	1,000,000,000 - 1,250,000,000
VI	25,000,000 - 50,000,000	XIII	1,250,000,000 - 1,500,000,000
VII	50,000,000 - 100,000,000	XIV	1,500,000,000 - 2,000,000,000
		XV	Over \$2,000,000,000

Stop-Loss Reimbursements
FY2013

		2013								
City	Employee	Retiree	Interest	Refund	Total Deposits	BC/BS Payments	Cash on Hand			
October	\$ 584,855.00	\$ 157,339.50	\$ 813.73	\$ -	\$ 818,932.23	\$ 746,256.20	\$ 2,921,061.65			
November	583,149.00	157,201.50	729.07	-	816,235.57	1,041,887.45	2,695,409.77			
December	582,326.50	156,726.50	737.40	-	815,252.40	913,688.30	2,596,973.87			
January	579,422.00	235,788.00	717.60	116,672.58	1,007,328.18	693,457.66	2,910,844.39			
February	579,987.00	157,811.50	666.91	101,152.11	916,011.52	901,084.94	2,925,770.97			
March	584,328.00	157,988.50	688.75	49,867.22	869,119.47	1,107,531.86	2,687,358.58			
April	582,969.00	157,903.50	738.71	107,776.84	924,450.05	869,110.05	2,742,698.58			
May	585,941.00	157,911.50	727.14	37,050.88	857,276.52	940,728.04	2,659,247.06			
June	584,771.00	157,285.00	693.89	169,198.71	987,816.60	729,051.01	2,918,012.65			
July	582,478.50	78,880.00	869.46	-	737,011.96	606,084.49	3,048,940.12			
August	582,964.50	236,969.50	791.92	-	894,969.92	864,665.44	3,079,244.60			
September	585,822.00	158,357.00	804.63	-	818,843.63	988,981.54	2,909,106.69			
Total	\$ 6,999,013.50	\$ 1,970,162.00	\$ 8,979.21	\$ 581,718.34	\$ 10,463,248.05	\$ 10,402,526.98				

		2014								
City	Employee	Retiree	Interest	Refund	Total Deposits	BC/BS Payments	Cash on Hand			
October	\$ 585,978.00	\$ 158,333.00	\$ 617.89	\$ -	\$ 818,396.89	\$ 909,940.43	\$ 2,817,563.15			
November	587,083.00	158,230.50	563.39	-	820,092.89	1,121,700.45	2,515,955.59			
December	589,377.00	79,576.00	620.40	70,573.19	814,058.59	658,470.29	2,671,543.89			
January	591,035.00	241,462.00	506.45	77,062.36	985,553.81	931,919.39	2,725,178.31			
February	590,318.00	160,332.50	608.68	48,080.88	874,632.06	748,091.51	2,851,718.86			
March	589,647.00	160,184.00	647.72	-	825,466.72	869,468.41	2,807,717.17			
April	592,891.00	160,571.00	594.31	11,235.94	840,558.25	819,755.82	2,828,519.60			
May	593,026.00	159,784.00	363.48	14,166.12	842,375.60	873,332.25	2,797,562.95			
June	588,750.00	79,844.00	370.80	24,921.35	767,288.65	741,060.34	2,823,791.26			
July	588,442.00	239,470.50	379.01	-	901,828.61	791,213.66	2,934,406.21			
August	589,074.00	159,690.00	348.13	-	822,598.13	1,117,672.46	2,639,331.88			
September	589,701.00	160,155.00	367.54	-	824,491.54	906,703.96	2,557,119.46			
Total	\$ 7,075,322.00	\$ 1,917,632.50	\$ 5,987.80	\$ 246,039.84	\$ 10,137,341.74	\$ 10,489,328.97				

FY2014

*Stop-Loss Reimbursements
FY2015*

		2015						
	City	Employee	Retiree	Interest	Refund	Total Deposits	BC/BS Payments	Cash on Hand
October	\$ 592,769.00	\$ 160,787.50	\$ 73,194.00	\$ 318.33	\$ -	\$ 827,068.83	\$ 1,310,323.31	\$ 2,073,864.98
November	589,493.00	159,796.50	73,316.00	274.44	-	822,879.94	797,950.12	2,098,794.80
December	588,374.00	79,498.00	74,084.00	306.04	-	742,262.04	838,581.36	2,002,475.48
January	586,886.00	160,496.50	73,904.00	263.09	-	821,549.59	1,047,678.45	1,776,346.62
February	585,765.00	160,490.50	76,950.00	240.46	95,575.27	919,021.23	807,408.38	1,887,959.47
March	589,635.00	160,433.50	77,314.00	251.85	121,189.06	948,823.41	1,189,108.37	1,647,674.51
April	589,848.00	160,785.50	76,525.50	124.95	-	827,283.95	885,306.24	1,589,652.22
May	594,542.00	161,264.50	76,076.50	291.02	142,263.74	974,437.76	985,744.47	1,578,345.51
June	593,694.00	80,364.50	76,191.00	215.72	92,254.74	842,719.96	791,778.32	1,629,287.15
July	592,958.00	241,874.50	76,362.00	198.75	-	911,393.25	1,273,919.64	1,266,760.76
August	594,329.00	161,355.50	75,186.00	183.09	-	831,053.59	904,091.24	1,193,723.11
September	593,190.00	161,732.50	75,928.00	175.60	-	831,026.10	864,008.91	1,160,740.30
Total	\$ 7,091,483.00	\$ 1,848,879.50	\$ 905,031.00	\$ 2,843.34	\$ 451,282.81	\$ 10,299,519.65	\$ 11,695,898.81	

		2016						
	City	Employee	Retiree	Interest	Refund	Total Deposits	BC/BS Payments	Cash on Hand
October	\$ 639,300.00	\$ 161,417.50	\$ 76,811.50	\$ 147.93	\$ -	\$ 877,676.93	\$ 1,132,617.70	\$ 905,799.53
November	639,348.00	164,567.50	77,236.00	142.65	-	881,294.15	852,811.02	934,282.66
December	639,453.00	158,682.50	76,616.00	135.29	-	874,886.79	937,707.62	871,461.83
January	645,360.00	199,385.00	76,868.00	132.72	-	921,745.72	930,619.02	862,588.53
February	647,011.00	197,495.00	79,258.00	147.36	2,717.37	926,628.73	756,681.96	1,032,535.30
March								
April								
May								
June								
July								
August								
September								
Total	\$ 3,210,472.00	\$ 881,547.50	\$ 386,789.50	\$ 705.95	\$ 2,717.37	\$ 4,482,232.32	\$ 4,610,437.32	

Prepared By:
Kathi Faulk, Accountant
3/2/2016

*Current FY2016
to date.*

Brokerage Service Agreement

THIS BROKERAGE SERVICE AGREEMENT (this "Agreement"), is between **McGRIFF, SEIBELS & WILLIAMS, INC.** ("MSW") and **CITY OF DOTHAN** (the "Client").

The Client and MSW agree as follows:

1. MSW will solicit, negotiate and service insurance policies for the Client for the coverages described on Exhibit A hereto (Insurance Placement) and provide the benefit management services described on Exhibit B hereto (Employee Benefit Management Services).
2. The Client will provide MSW with all information necessary to enable MSW to provide Insurance Placement Services for coverages described on Exhibit A hereto and the employee benefit management services listed on Exhibit B.
3. Remuneration:
 - A. The Client will pay MSW a fee in the amount of \$1.75 per Subscriber Contract Type per Month; and
 - B. The Fee will be payable upon receipt of an invoice by the Client.

If MSW receives commission from one or more insurance companies and/or intermediaries for the placement of insurance policies for the coverage described on Exhibit A (a "Commission"), the Fee will be reduced by the amount of such Commission. Final adjustments to the Fee amount will be made by MSW after the determination and receipt by MSW of all Commissions, net of any adjustments pursuant to any audit, amendment, accounting reconciliation or other applicable business process.

The Client acknowledges that:

- i. receipt of such Commission constitutes remuneration of MSW for placement of the applicable insurance policies;
- ii. the remaining Fee does not include remuneration of MSW for placement of the insurance policies for which MSW receives Commission; and
- iii. the remaining Fee is separate from and in addition to any such Commission.

With respect to Insurance Placements and/or employee benefit management services undertaken on behalf of the Client that are not contemplated by this Agreement, MSW may be compensated pursuant to a separate Broker Service Agreement or by the insurance companies and/or intermediaries utilized in such Insurance Placements. MSW will make information regarding such Agreements and compensation available to the Client upon request.

4. With respect to any services for which MSW's compensation is fee-based, MSW will not execute or accept any monetary compensation pursuant to any (1) market service agreement, (2) placement service agreement, or (3) agreement providing for any bonus, override or contingency that would be received from any type of intermediary or insurance company without the consent of the client. Further, MSW will instruct all insurance companies to exclude insurance policies from any contingency agreements, bonuses and overrides if MSW receives a fee for placement of such policies unless agreed to by the client. This does not preclude MSW from accepting non-monetary awards, including trips and other prizes, which MSW believes are important for professional and business development.

5. MSW reserves the right to engage business partners and service providers owned by, or under the control of, MSW or BB&T Corporation in connection with the execution of Brokerage Services Agreements. Use of these business partners and service providers, including but not limited to CRC, Prime Rate and BB&T Assurance, could result in the accrual of additional income to BB&T Corporation.
6. This Agreement and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the state of Alabama.
7. This Agreement commences on May 1, 2016 and ends on April 30, 2017, unless terminated prior to that date by either party hereto on 30 days' notice to the other party.

IN WITNESS WHEREOF, the Client and MSW have executed this Agreement.

McGRIFF, SEIBELS & WILLIAMS, INC.

CITY OF DOTHAN

By: _____

By: _____

Name: J. Robert Reynolds

Name: _____

Title: Executive Vice President

Title: _____

EXHIBIT A

The Client has requested Insurance Placement for the following line of coverage:

Stop Loss Coverage

EXHIBIT B

MSW will provide the following employee benefit management services for the Client:

- Assist client with ongoing service issues and vendor management.
- Provide Monthly Plan Reviews to Client on a monthly basis.
- Prepare Requests for Proposals (RFP) as needed on behalf of Client.
- Provide complete assessment of all RFP responses to Client.
- Meetings with Client, annually at a minimum, or more often as requested by Client.

RESOLUTION NO. _____

WHEREAS, the Department of Leisure Services has secured the 2016 Women's \$50,000.00 Tournament to be held the week of April 17-24, 2016; and

WHEREAS, the City has received funding commitments to cover the tournament expenses excluding staff costs.

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 an agreement with the United States Tennis Association for the 2016 Women's \$50,000.00 Tournament ("Hardee's Pro Classic"), 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

March 11, 2016

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

Board of Commissioners:

I will be presenting to you for your consideration, on the Agenda of March 15, 2016 a request from the Leisure Services Department to sign its commitment agreement to the USTA Women's \$50,000 Challenger.

There is no cost to bid this tournament. However, each year we must sign a tournament agreement and an agreement to fund umpire expenses and an agreement to fund insurance.

In 2015 we began a new era for the Pro Classic under the Hardee's title sponsorship. In recent years Mercedes Benz of Dothan had become a joint presenting sponsor for this tournament. With these sponsorships we were able to announce to the City Commission that we would have the \$52,000 approximately that is required to meet expenses. By the time that the tournament was held we had actually raised \$63,000.

In 2016 we have already received commitments that exceed the \$52,000 needed and we do expect to receive more sponsorship money prior to the tournament.

The staff recommends and I concur with the aforementioned request to execute the necessary documents and proceed with the "Hardee's Pro Classic."

Sincerely,

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

Michael K. West
City Manager

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

PROJECT TITLE:	Contracts for Pro Tennis Classic
DEPARTMENT:	Leisure Services
DEPARTMENT HEAD:	Elston Jones
REPORT DATE:	March 9, 2016

PURPOSE:

It is time for the City of Dothan to sign contracts related to the "Hardee's Pro Classic" tennis tournament. (Our USTA \$50,000 Women's Challenger event)

BACKGROUND:

In 2015 we began a new era for the Pro Classic under the Hardee's title sponsorship. In recent years Mercedes Benz of Dothan had become a joint presenting sponsor for this tournament. With these sponsorships we were able to announce to the City Commission that we would have the \$52,000 approximately that is required to meet expenses. By the time that the tournament was held we had actually raised \$63,000.

DESCRIPTION:

In 2016 we have already received commitments that exceed the \$52,000 need and we do expect to receive more sponsorship money prior to the tournament.

RECOMMENDATION:

It is the staff recommendation that we sign contracts (tournament contract, umpire contract, and insurance) necessary to hosting this event, and proceed once again with the Hardee's Pro Classic.



70 West Red Oak Lane
White Plains, NY 10604
T (914) 696-7000
www.usta.com

2016 WOMEN'S \$50,000 TOURNAMENT AGREEMENT

Dothan, AL

April 17-24, 2016

This AGREEMENT is made as of the ___ day of _____, 201_ by and between United States Tennis Association Incorporated, a New York not-for-profit corporation located at 70 West Red Oak Lane, White Plains, NY 10604 ("USTA") and _____ ("Promoter").

WHEREAS, USTA has organized a national circuit of tennis tournaments in the United States known as the USTA Pro Circuit (the "Circuit"); and

WHEREAS, Promoter desires to develop, promote and stage a Women's **\$100,000** Circuit tournament (the "Tournament") at the Tournament Facility (as defined in the Information Summary attached hereto) in accordance with the provisions hereinafter set forth.

NOW, THEREFORE, USTA and Promoter agree as follows:

1. **TERM**. Promoter agrees to develop, promote and stage the Tournament during the week of, **April 18, 2016** commencing with Qualifying sign-in and continuing through the final match. This Agreement does not confer any rights on Promoter to stage this or any other Circuit tournament in subsequent years.

2. **NAMES**. Promoter agrees that all references to the Tournament, including in all media and collateral materials created by Promoter, shall specify that the Tournament is a "USTA Pro Circuit Event".

3. **TOURNAMENT FACILITY**. Promoter agrees to provide, or cause to be provided, at the Tournament Facility, no less than the following:

(a) A minimum of eight (8) championship tennis courts for Tournament play and practice, repaired and maintained in a condition appropriate for a first-class tennis tournament. An additional two (2) practice courts must be made available from at least one (1) day prior to the start of Qualifying until the conclusion of the Tournament. The practice courts must be of the same surface, speed, and condition as the championship tennis courts referenced in this Section;

(b) Seating for four hundred (400) spectators at the stadium or best available court;

(c) Adequately appointed bathroom, shower and locker facilities which provide privacy and security to the players, and limited access to the press and public;

(d) Sufficient security to prevent unauthorized entry and to protect players and their personal belongings (such security may include, but is not limited to, the presence of attendants and/or security personnel in certain areas throughout the Tournament Facility at all times during the Tournament);

(e) A private, climate controlled, single-sex room (or other fully-enclosed physical structure [which structure shall not be a tent unless otherwise approved by the USTA]) for the treatment of players in close proximity to the tennis courts and within radio frequency range for the USTA-provided Physiotherapist/Athletic Trainer, equipped with a 6 foot-long padded, massage treatment table, running water, laundered sheets, clean bath towels, dispensed soap (or the equivalent) and paper towels, bottled water (in individual, sealed containers), ice and a reasonably sized locked area for Physiotherapist/Athletic Trainer supplies accessible only by USTA personnel (if a locked area cannot reasonably be furnished in the training room, then a locked area near the training room may be furnished) provided on a daily basis beginning with the day before the first day of Qualifying;

(f) An automated external defibrillator ("AED") to be located in the player treatment room or in closer proximity to the tennis courts;

(g) A private, climate controlled, reasonably sized furnished players' lounge;

(h) A private, climate controlled, reasonably sized furnished lounge for the officials separate from the players' lounge;

(i) A USTA Supervisor's office with internet access, long distance telephone access, fax machine and copy machine in close proximity;

(j) A centrally located Tournament Operations desk;

(k) Fire, safety and first aid facilities and equipment sufficient to meet applicable codes, regulations and laws; and

(l) Six (6) Six foot (6') (measured from the ground to the bottom of the seat) umpires chairs, singles sticks, chairs for linesman and other reasonable equipment associated with running a tournament.

4. TOURNAMENT SUPERVISION, PERSONNEL AND SERVICES.

(a) Promoter agrees to personally and directly supervise the conduct of the Tournament unless otherwise permitted in writing by the USTA. Promoter agrees to devote the amount of time, attention and best efforts to the performance of Promoter's duties under this Agreement that is necessary for the proper and effective conduct of the Tournament.

(b) Promoter agrees to furnish the following:

(i) Full-time on-site Tournament Director or designated substitute having the authority to carry out all duties and responsibilities of the Tournament Director in the Tournament Director's absence. Promoter's Tournament Director will have day-to-day management responsibility for the Tournament, exercise direct supervision and personally participate in the conduct and activities of the Tournament. Promoter agrees to inform USTA of the identity of its Tournament Director and any successor Tournament Directors. Each Tournament Director must receive the USTA's prior written approval, which the USTA will not unreasonably withhold;

(ii) A knowledgeable and competent Tournament Committee responsible for all aspects of the Tournament, including but not limited to:

- Sponsorship/Fundraising;
- Promotion/Media;
- Hospitality/Transportation; and
- On-site Tournament Management.

(iii) A minimum of six (6) fully-trained ball persons for each quarterfinal, semifinal and final match of the Tournament; and

(iv) Adequate personnel to sell and collect tickets and sell programs; coordinate and carry out parking, security, court and facilities maintenance, player transportation and concessions functions; collect entry fees at Qualifying sign-in; sign and disburse prize money, amateur reimbursement checks, and officials' checks throughout duration of Tournament; and perform all other duties required to stage a first-class tournament.

5. OFFICIALS. USTA reserves the right to approve Promoter's Chief of Umpires and all other on-court officials provided by Promoter. Promoter agrees to furnish the following:

(a) ITF-Certified Chief Umpire approved by the USTA Supervisor which approval shall be secured prior to contracting with such Chief Umpire;

(b) Qualified officials during the Tournament as follows: (i) *Qualifying*- Chair Umpire plus three (3) Line Umpires per court; (ii) *Main Draw* – one (1) Chair Umpire plus three (3) Line Umpires per court through quarterfinals; one (1) Chair Umpire plus five (5) Line Umpires per court in semi-final and final rounds of Tournament;

(c) Hotel accommodations or private housing for out of town officials. On-site meals provided for all officials hired to work during the Tournament (including the two (2) ITF white badge umpires provided by the USTA) including additional meals in the event of night matches.

USTA agrees to provide professional fee and travel expenses for two (2) ITF white badge or better umpires for the duration of the Tournament and professional fee, travel and all expenses for one (*1) ITF bronze badge or better umpire for the duration of the Tournament.

It is the policy of the USTA that all qualified officials will be afforded equal opportunities to officiate men's and women's matches regardless of their gender or race. Accordingly, Tournament Promoter shall use good faith efforts to assign (and shall direct the Chief Umpire to use good faith efforts to assign) qualified minority officials to Tournament matches, including later-round matches, in numbers approximating their demographic representation in the qualified pool of applicants available for such Tournament matches.

6. PLAYER SERVICES. Promoter agrees to furnish the players the following:

(a) Internet access for players, either at the Tournament Facility or in reasonable proximity thereto. Promoter shall use best efforts to provide such Internet access at no cost to players and shall ensure that any cost borne by players in connection with such Internet access is nominal and incidental. Promoter acknowledges that Internet access is material to each player's ability to manage his/her playing schedule;

(b) An assigned Tournament doctor currently licensed in good standing to practice medicine in the state in which the Tournament is located with local hospital privileges on call at all times from the

start of Qualifying and throughout the Tournament for medical emergencies and access to an ambulance and hospital in case of emergency; such Tournament doctor shall be selected by Promoter in accordance with guidelines furnished by the USTA;

(c) Towels and bottled water (in individual, sealed containers) for players replenished daily;

(d) Players accepted into Qualifying or the main draw will be entitled to three (3) used tennis balls per day (free of charge) starting on the day prior to the start of Qualifying until they are eliminated from the event (balls are to be returned following each use).

(e) Discounted hotel accommodations for all players (Singles and Doubles);

(f) On-site stringer, preferably certified, available full-time from the day of Qualifying sign-in through the conclusion of the Tournament to string rackets as required. Such stringer may charge players a fee of \$20 or less to perform such service;

(g) Regularly-scheduled transportation between hotel and Tournament Facility;

(h) Food such as fresh fruit, bagels and a variety of lunches available to players at low or no cost;

(i) Individual, sealed containers of bottled water available to players at the Tournament Operations desk and on-court (competition and practice courts). The Physiotherapist/Athletic Trainer will have electrolyte replacement powder drink packets available for players that he/she will dispense directly to players upon request, provided that Promoter is permitted to make individual, sealed containers of electrolyte replacement drinks available to players (only Gatorade and Powerade are permitted) and should Promoter secure a sponsor in the electrolyte replacement beverage category (Gatorade or Powerade only), the Physiotherapist/Athletic Trainer will not dispense electrolyte replacement packets if such distribution would cause Promoter to violate any exclusivity rights granted to its sponsor (but only so long as such sponsor's Gatorade or Powerade, as applicable, electrolyte replacement drinks [in individual, sealed containers] are made available to players); and

(j) In hot and humid conditions, separate coolers with ice and small amounts of water to treat injuries and/or to wet towels to cool players during change-overs or medical time-outs. These items can be shared between courts when feasible. Umbrellas or canopy-type covers also should be provided to shade and cool players on change-overs and for the chair umpire, starting with the first day of Qualifying.

Promoter acknowledges and agrees that all food and beverage supplied to players at the Tournament Facility shall be fully compliant with the Tennis Anti-Doping Program. Without limiting the foregoing, sponsor products that can be ingested or used on the body shall not be distributed or made available to players, including, without limitation, in the player locker room, player treatment room, player lounge or player gift bags. All bottled water supplied to players must not contain sweeteners or additives (including, without limitation, flavors, extracts, essences, vitamins, minerals, herbs, or other such ingredients).

7. RULES AND REGULATIONS. Promoter agrees to (a) abide by the International Tennis Federation ("ITF") Regulations (as may be amended from time to time by the ITF); (b) abide by the USTA Constitution, By-Laws, Standing Orders, Rules and Regulations, copies of which are available from USTA and which may be amended from time to time by the USTA; (c) abide by the standards, procedures, policies, rules, regulations and requirements that the USTA may prescribe from time to time for the Circuit ("Standards"), which Standards will be furnished to Promoter in writing and which

Standards may be revised from time to time by the USTA; (d) refrain from participating in or aiding and abetting, directly or indirectly, any form of gambling or betting on the outcome of any tennis match staged in connection with any professional tennis event, including but not limited to Circuit events and other USTA events; and (e) refrain from engaging in any conduct contrary to the integrity of the sport of tennis.

8. ADMINISTRATION, TOUR STAFF & PHYSIOTHERAPIST/ATHLETIC TRAINER. USTA will administer the Circuit, and shall retain the services of, and provide all professional fees and expenses (including lodging) for, the USTA designated Supervisor(s) and the Physiotherapist/Athletic Trainer.

9. REVENUE AND EXPENSES. Except as otherwise set forth herein, Promoter shall be entitled to all revenue from the Tournament, including but not limited to, all entry fees, and ticket, program and concession revenues, provided however, that if the Circuit provides any monies to Promoter in excess of the USTA Prize Money Subsidy, as defined in Paragraph 21, then, up to the amount of such excess payment, (i) USTA shall be entitled to retain the Guarantee Deposit (as defined in Paragraph 22) and (ii) Promoter shall remit to USTA (a) all entry fees collected and (b) additional revenues, if necessary. Promoter shall also be entitled to sell local sponsorships for the Tournament, provided that such local sponsors do not conflict with sponsors of the Circuit, and such sponsorship arrangements are in compliance with Paragraph 15, and Promoter shall be entitled to retain all revenue from such sponsorship, subject to the foregoing sentence. Promoter is not required to charge admission to the Tournament. Except as specifically set forth herein, Promoter shall be responsible for all costs and expenses associated with the development, promotion and staging of the Tournament.

10. BALLS. Wilson Sporting Goods Co. ("Wilson") is the official and exclusive tennis ball sponsor for the Circuit. USTA will provide **thirty one (31) cases** of balls for Tournament play. Wilson is entitled to promotional benefits and Promoter agrees to the following: (a) Promoter will not sell sponsorship to another company for the tennis ball category and Promoter agrees to use only Wilson tennis balls for the Tournament (including, without limitation, for matches and practice [including distribution to players in accordance with Paragraph 6[d)]; (b) Promoter will display two (2) Wilson banners, provided and shipped to the Tournament Facility by Wilson, in high traffic areas at the Tournament Facility; (c) Promoter will place the Wilson-provided ball cooler, if any, on the main Tournament court for all matches; (d) Promoter will utilize Wilson-provided ball carriers, if any, to transport balls to all match courts; (e) Promoter will include the Wilson logo or name on all printed materials, including press releases; (f) Promoter will list Wilson as a sponsor on any sponsor boards; and (g) Promoter will provide Wilson with the opportunity to set up a promotional booth at the Tournament Facility, provided sufficient space exists for such set up. The location of the booth will be mutually agreed upon by both Promoter and Wilson. All costs related to setting up the booth, including staffing and the cost of the booth, will be the responsibility of Wilson.

11. BANNERS. No banners or signage placed on the back walls are to be white, yellow or other light colors. Any back wall signage must be approved in writing by the USTA Supervisor. USTA shall provide four (4) USTA Pro Circuit banners to Promoter which Promoter shall prominently display in the following locations at all times during the event: two (2) shall be placed on the back walls on the inside of the first feature court (stadium court); one (1) shall be placed on a back wall of the inside of the second feature court; and one (1) shall be placed in a highly visible location at the public entrance to the Tournament Facility.

12. T-SHIRTS. USTA will provide **seventy-two (72) Official Pro Circuit t-shirts** to be worn exclusively by all on-court ball persons. Promoter may purchase additional t-shirts at the lowest available price offered by the manufacturer. T-shirts will have the USTA Pro Circuit logo and an inscription on the

front. Tournament shall be permitted to use the rear of the Official Pro Circuit t-shirts at Tournaments reasonable discretion (i.e., Tournament logo, Tournament sponsors, Tournament Facility, etc.).

13. CIRCUIT PROGRAM. USTA agrees to publish the Official Pro Circuit Program (the "Program") and to provide **five hundred (500)** copies free of charge to Promoter. Promoter may purchase additional copies at a price determined by USTA. The Program shall be the sole and exclusive program sold or utilized in any manner by Promoter in connection with the Tournament. The Program will serve as the Official Program of the Tournament and will have a cover design specified by USTA. Promoter will have the opportunity to place Tournament specific title and presenting sponsor names and logos on the cover in a space designated by USTA.

14. USTA AND CIRCUIT SPONSOR BENEFITS. USTA is entitled to promotional benefits and Promoter agrees to provide the following to USTA: (a) Placement of two (2) banners on stadium court, one (1) banner on the second feature court, and one (1) banner on Tournament Facility grounds at the public entrance for the duration of the Tournament; (b) eight (8) of the best seats available for each session of the Tournament; (c) USTA t-shirts for on-court ball persons; (d) regular mentions on the Tournament Facility public address system that the Tournament is a USTA Pro Circuit event; and (e) assurance that local sponsor identification does not unreasonably diminish USTA. USTA reserves the right to secure a national title sponsor for the Circuit. Promoter agrees that if a title sponsor for the Circuit is designated by USTA, the Circuit sponsor is entitled to promotional benefits and Promoter agrees to the following: (x) Promoter will not sell sponsorship to another company for the Circuit sponsor's category; (y) Promoter will provide the same promotional benefits set forth above to the Circuit sponsor and (z) Promoter will provide any other benefits as reasonably required by the USTA to the Circuit sponsor.

15. LOCAL SPONSORS/VENDORS. With respect to Promoter's right to sell local sponsorships for the Tournament set forth in Paragraph 9, no sponsorship is permitted to any entity in respect to tobacco products, political activity, firearms, pornographic materials, betting/gambling (provided that casinos may be permitted on a case-by-case basis, subject to the USTA's prior written approval, which may be granted or withheld for any or no reason) or any other category deemed to be detrimental to the sport of tennis, as determined by the USTA and the ITF in their sole judgment and discretion. The USTA shall furnish to Promoter, from time to time, a list of other categories for which sponsorship of the Tournament is prohibited. Promoter shall refrain from entering into any sponsorship arrangement with respect to all prohibited categories (including the categories identified above and in any list furnished by the USTA). With respect to any sponsorship arrangements entered into between Promoter and a local sponsor, under no circumstances shall Promoter use, or permit the use of, (a) any player's name, performance, likeness, voice or biography on any product, service or clothing or in any manner that constitutes an endorsement by such player of any product, service or company or (b) the name, trademarks, trade names, logos or other identification of the USTA and its affiliated companies on any product, service or clothing or in any manner that constitutes an endorsement by the USTA of any product, service or company. In addition, Promoter shall not permit any vendors or other third parties to advertise, promote, market, distribute or sell any products and/or services at the Tournament Facility without the USTA's prior written approval, which approval may be granted or withheld for any or no reason.

16. TOURNAMENT AND USTA PRO CIRCUIT BRANDING. The Tournament will be referred to as a "USTA Pro Circuit Event" (or something similar) as reasonably determined by the USTA. USTA will provide Promoter with a USTA Pro Circuit Logo CD-Rom or other multi-media vehicle (e.g., thumb drive or FTP site) and style-guide sheet. Any Tournament which creates a Tournament logo must incorporate the following tag line: "A USTA Pro Circuit Event" (or something similar) as reasonably determined by the USTA, which Tournament logo must be approved by USTA (such approval not to be

unreasonably withheld). Other than the official Tournament logo, the USTA approved USTA Pro Circuit logo/trademark will be the primary brand utilized in Tournament advertising, on-site and in any Programs (as that term is described in Paragraph 25(a)). Tournament shall prominently display the USTA approved USTA Pro Circuit logo in connection with the advertising and promotion of the Tournament and on all printed collateral materials produced by Tournament (failure to do so will result in a written warning after a first offense with subsequent offenses resulting in a reduction of the USTA's contribution to Prize Money for the following year by five percent [5%] per written offense). USTA Pro Circuit logo shall be prominently displayed on Tournament website, draw boards and sponsor boards. Tournament Promoter also agrees to comply with all ITF branding rules/guidelines. In the event that Promoter maintains a Tournament website or other digital property (e.g., Facebook or twitter page or YouTube channel), the USTA reserves the right to review and require Promoter to remove any content from such Tournament website or other digital property. Any use of USTA Pro Circuit logos/trademarks on Tournament digital properties shall be in accordance with USTA guidelines. Promoter will not be required to breach any current, applicable ITF rules in this regard (however, Promoter agrees to work in good faith with the USTA to develop a mutually acceptable solution with the ITF with respect to ITF branding rules/guidelines in order to permit maximum marketing and promotion of the sport of tennis within the U.S. in a clear, consistent, broadcaster-friendly and fan-friendly manner). Promoter shall submit to USTA a sample of all collateral materials at the design stage for USTA approval (materials shall be deemed approved by USTA if no objection is lodged within five business days of receipt) and a sample of final collateral materials, photos, CD's, DVD's, and Programs shall be submitted to the USTA within thirty (30) days following the conclusion of the Tournament for USTA's records. The USTA shall have the right, but not the obligation, to furnish Promoter with the following: (i) on-court beverage coolers (to contain USTA Pro Circuit branding only); (ii) on-court player chairs (to contain USTA Pro Circuit branding only); (iii) step and repeat media backdrops (to contain USTA Pro Circuit, Tournament and ITF branding only); and (iv) finals ceremony table clothes (to contain USTA Pro Circuit, Tournament and ITF branding only). In the event that the USTA furnishes any or all such items, Promoter shall be required to use such items in accordance with instructions to be furnished by the USTA.

17. INDEMNIFICATION. Promoter recognizes that USTA has organized the Circuit as a public service to benefit spectators, players and local communities. USTA has no responsibility for the conduct of the Tournament, and Promoter agrees to defend, indemnify and save the USTA, its subsidiaries and each of their respective officers, directors, employees, agents, successors and assigns harmless from and against any and all claims of every kind, nature and description in any way relating to the Tournament, the Tournament Facility, and any other facilities utilized during the Tournament, including its staff, agents, sublicensees and affiliates, or the players, officials (other than USTA officials) and spectators at the Tournament.

18. INSURANCE. Promoter shall procure and maintain, at Promoter's expense, the following insurance coverage from a company or companies licensed to do business in the state where the Tournament is held and rated "excellent" or better by "Best's" or a similar insurance company rating organization: (a) Commercial General Liability Insurance including spectator and athletic participant liability of at least \$1,000,000 for each occurrence for Bodily Injury and Property Damage; (b) Automobile Non-Ownership and Hired Car Liability in the amount of at least \$1,000,000 for each accident; and (c) Worker's Compensation and Employers Liability Insurance, as required by applicable state law, for any employed personnel. USTA shall be named Additional Insured on the Commercial General Liability policy at no cost to USTA. **A Certificate of Insurance or a copy of the policy or policies, containing a thirty (30) day Notice of Cancellation clause and indication that coverage applies specifically to the Tournament must be filed with USTA's Director of Professional Circuit thirty (30) days prior to commencement of the Tournament.**

19. RISK OF LOSS AND ASSUMPTION OF LIABILITIES. Promoter assumes all risks and is responsible for all expenses relating to the conduct of the Tournament, including all losses and liabilities which may be incurred.

20. NO JOINT VENTURE. Nothing contained in this Agreement shall imply any agency, partnership or joint venture relationship between the parties and neither party shall have the power to obligate or bind the other party except for the purposes set forth herein.

21. PRIZE MONEY AND AMATEUR EXPENSES. Promoter agrees to provide \$20,000 from local sources to be offered as prize money for players. USTA agrees to make a grant of \$30,000 ("USTA Prize Money Subsidy") to Promoter prior to commencement of the Tournament. Such payment by the USTA may be made through electronic means and Promoter agrees to complete any electronic payment forms requested by the USTA. Promoter agrees to be responsible for proper disbursement of the prize money to the players throughout the Tournament (including any and all responsibility for withholdings as applicable) and Promoter acknowledges and agrees that, with respect to such disbursement, Promoter's local funds shall be considered to be used first for the payment of the prize money and/or amateur expenses. The USTA will, as a matter of convenience and upon Promoters request, provide a payout disbursement spreadsheet which will include, among other things, the players names, prize money earned, applicable withholdings, and additional tax information. If provided, Promoter shall verify its contents (by, among other things, consulting with ITF Rule Book, Amateur Reimbursement policies, federal/state/local tax laws) and shall be fully responsible for the accuracy of said payout including all requisite taxes and withholdings. Promoter is solely responsible for obtaining player addresses, social security/tax identification numbers for tax filings.

22. GUARANTEE DEPOSIT; FINANCIAL SECURITY; ADEQUATE ASSURANCES. Promoter herewith deposits with USTA the sum of \$0 (the "Guarantee Deposit") to guarantee Promoter's performance under this Agreement. If Promoter satisfies all obligations hereunder, then, subject to Paragraph 9, such Guarantee Deposit shall be returned to Promoter after the conclusion of the Tournament. In the event that Promoter defaults in the performance of obligations under this Agreement, or USTA terminates this Agreement pursuant to Paragraph 28, then such Guarantee Deposit shall be forfeited to USTA as liquidated damages for its administrative costs without limiting in any way any other claims or rights USTA may have against Promoter. USTA reserves the right at all times to require from Promoter a Guarantee Deposit in excess of \$1,000, or an alternate form of financial security or adequate assurances reasonably acceptable to USTA (such as an irrevocable letter of credit or third party confirmation of Promoter's ability to fulfill its obligations hereunder).

23. SANCTION. USTA agrees to apply for and obtain a sanction from the ITF and to pay all required fees. USTA's application for sanction is to be submitted to the ITF by the scheduled deadline. If for any reason such sanction is not approved by the ITF, then this Agreement shall be terminated, and Promoter's Guarantee Deposit shall be refunded.

24. SITE USE. If Promoter is not the operator of the Tournament Facility, then Promoter will attach to this Agreement written confirmation from the owner and/or operator of such Tournament Facility, confirming the use of the site and the minimum required facilities necessary for the staging of the Tournament as set forth in this Agreement.

25. MEDIA/DATA RIGHTS.

(a) USTA hereby reserves and retains, on an exclusive basis, all rights to produce, reproduce, transmit, exhibit, and/or distribute the Tournament via any means, and through all media regardless of

format, including without limitation, any television means or methods, radio means or methods, audio only and/or statistics only transmissions, TCP/IP delivery, Internet, wireless technologies and the world wide web, all as currently existing or as yet to be invented ("Media Rights"). Such retained and reserved Media Rights include the rights to any and all revenue associated with such Media Rights. Promoter will not be responsible for the production and distribution costs associated with the exploitation of such Media Rights by the USTA and its designees, but will be responsible for providing the USTA and its designees with reasonable access to the Tournament Facility and existing facilities, including, without limitation, providing credentials and parking spaces at the Tournament Facility as reasonably requested by the USTA, reasonable space requirements, electrical power and camera/announcer positions at Promoter's cost and in accordance with specifications to be furnished by the USTA. Any exploitation by Promoter of Media Rights in connection with the Tournament (including, without limitation, on social media properties [e.g., Facebook and YouTube]) shall require the prior written approval of USTA at least thirty (30) days prior to the start of the Tournament, which approval may be granted or withheld for any or no reason. Promoter agrees that USTA shall be the owner of all right, title and interest, including copyright, in and to the results and proceeds of any exploitation of Media Rights, including, without limitation, all Tournament programs, recordings and other material (excluding photographs) (the "Programs"). Without limiting the foregoing, Promoter hereby assigns to USTA all right, title and interest, including copyrights, that Promoter has, can, may or will have in the Programs throughout the world and in perpetuity. In addition, Promoter hereby grants to USTA a royalty-free, perpetual, irrevocable, transferable, worldwide license to use all photographs ("Images") taken at the Tournament and at all related events throughout the Tournament by, or on behalf of, Promoter, without restriction. Without limiting the foregoing, USTA and its designees shall have the right to use and exploit the Images in any manner or medium, now known or hereafter developed, in any territory throughout the world, in perpetuity, without limitation. Promoter shall provide USTA (no later than twenty-one (21) days following the conclusion of the Tournament) with a copy of any Program made by, or on behalf of, Promoter (in such form as requested by USTA) and with a binder containing Image CDs and contact sheets with all Images.

(b) USTA hereby reserves and retains the exclusive right to exploit, and permit others to exploit, Live Scoring Rights (as defined below) with respect to the Tournament and the non-exclusive right to exploit, and permit others to exploit, Non-Live Data Rights (as defined below) with respect to the Tournament. Notwithstanding the foregoing, Promoter shall have the right to exhibit Living Scoring Rights on on-court scoreboards and other areas located within the Tournament Facility and on exhibitions made by means of Television Rights (as defined below) to the extent that such exhibitions are permitted by the USTA. Promoter agrees to co-operate with the USTA and ITF, and any third party designated by the USTA and ITF, in relation to (i) any system or scheme that the USTA and ITF implement for the collection, supply and/or licensing (in each case by the USTA, ITF or via an appointed third party) of Live Scoring Rights and Non-Live Data Rights at the Tournament and (ii) any measures that the USTA and ITF take to protect the value of the Live Scoring Rights, including, without, limitation, to prevent the unauthorized collection and exploitation of the Live Scoring Rights relating to the Tournament during the Delay Period (as defined below), Such measures may include the implementation and enforcement of ticket conditions, accreditation terms and access to venue agreements. Promoter further agrees at all times to co-operate with and comply with the requirements of the Tennis Integrity Unit. For the purposes of this Paragraph 25, "Coverage" shall mean any and all audio-visual coverage of the Tournament or any part thereof; "Delay Period" shall mean the period of thirty seconds (:30) immediately following the recording of an incident during the match (such as match starting, challenge, a point being scored, number of aces, etc.); "Live Scoring Rights" shall mean the right to collect, collate, store, use, reproduce, exploit, onward supply or make available any live match scores/in-match incident (such as match starting, challenge, a point being scored, number of aces, etc.) during the applicable Delay Period; "Non-Live Data Rights" shall mean the right to collect, collate, store, use, reproduce, exploit, onward supply or make available any and all Official Data (as defined below) outside of the applicable Delay Period; "Official Data" shall mean any order of play/schedule, draw, scoring (including, without limitation, live match

scores/in-match incident (such as match starting, challenge, a point being scored, number of aces, etc.) and/or any other statistical information relating to the Tournament and/or the participants therein; and "Television Rights" shall mean the right to exhibit and/or license third parties to exhibit the Coverage live and/or delayed and/or in highlights form by means of traditional broadcast television delivery including without limitation terrestrial, cable, and satellite television, analogue and/or digital.

26. WILD CARDS. USTA will provide Promoter one (1) Singles Main Draw Wild Card and three (3) Singles Qualifying Wild Cards. There will be no Qualifying doubles event. USTA and Promoter will make a joint decision as to which team shall receive one (1) Main Draw Doubles Wild Card. Except for the Main Draw Doubles Wild Card, all other Wild Cards shall be distributed at Promoter's discretion giving every consideration to American players. All Wild Card candidates must reach their 14th birthday by the Pro Circuit Tournament start date. Local Wild Cards must obtain an ITF IPIN number and pay all requisite registration fees prior to the start of Qualifying sign-in. The sale of Wild Cards is strictly prohibited. Promoter shall cause each selected Wild Card recipient to acknowledge and agree that her Wild Card is not transferable.

Local Wild Card recipient names, dates of birth and national origin must be submitted to the USTA Pro Circuit office by Tuesday at 5:00 PM ET prior to the start of Qualifying sign-in. Tournaments that do not submit all Wild Card information by such deadline will risk forfeiture of Wild Cards. Wild Card events must be concluded in order to meet the Wild Card deadline.

27. MEDICAL RECORDS. USTA shall maintain, on behalf of the Tournament doctor, all records relating to player treatment during the Tournament, including, without limitation, all records created by the Physiotherapist/Athletic Trainer.

28. TERMINATION. USTA maintains the right to terminate this Agreement effective immediately upon written notice, following any breach of this Agreement by Promoter, including any failure by Promoter to provide any of the financial security and adequate assurances that USTA may require pursuant to Paragraph 21.

29. ASSIGNMENT. Promoter recognizes that the USTA is relying on the personal experience, skills, and obligations of the Promoter in entering into this Agreement and granting the rights set forth herein. Accordingly, neither Promoter's interest in this Agreement nor Promoter's rights, privileges or obligations under this Agreement may be assigned, sold, transferred, subcontracted or sublicensed without the prior written consent of the USTA, which may be granted or withheld for any or no reason.

30. COUNTERPARTS. This Agreement (a) may be executed by the parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which shall together constitute one and the same document; and (b) shall not become effective until one or more counterparts have been executed by each party hereto and delivered to the other party hereto. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

31. AMENDMENT; MODIFICATION; WAIVER. No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed by all parties hereto. Neither the failure nor the delay of any party to exercise any right under this Agreement on one or more occasions shall constitute or be deemed a waiver of such breach or right. Waivers shall only be effective if they are in writing and signed by the party against whom the waiver or consent is to be enforced. No waiver given by any party under this Agreement shall be construed as a continuing waiver of such provision or of any other or subsequent breach of or failure to comply with any provision of this Agreement.

32. SEVERABILITY; PARTIAL INVALIDITY. If any provision of this Agreement is rendered invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that no party is, as a result thereof, deprived of the enjoyment of its substantial benefits under this Agreement.

33. ENTIRE AGREEMENT. This instrument constitutes the entire Agreement between the parties. It shall be construed in accordance with the laws of the State of New York and shall be executed by both parties in duplicate.

34. TIME. It is understood that time is of the essence of this Agreement for performance of all obligations under this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

United States Tennis Association
Incorporated

PROMOTER

Full Corporate Name of Promoter

By: _____
Brian Earley
Director, Pro Circuit

By: _____
Name:
Title:

Date

Date

Please mail ALL Contract Information to:
Senior Manager, Women's Pro Circuit
USTA
70 West Red Oak Lane
White Plains, NY 10604

Notices:
Executive Director
United States Tennis Association
70 West Red Oak Lane
White Plains, NY 10604

Senior Counsel, Professional Tennis
United States Tennis Association
70 West Red Oak Lane
White Plains, NY 10604

Promoter and/or Tournament Director Contact Information

Tournament Director: Kim Meeker

Tournament Site: Westgate Tennis Center
810 Recreation Rd.
Dothan, AL 36303

Tel: 334-615-3700

PROMOTER (If different from above): _____

ADDRESS: _____

BUSINESS Tel #: _____
BUSINESS Fax #: _____
E-mail Address: _____

To which entity should the prize money check be made should a wire transfer not be possible:

Entity: _____

Address: _____

Resolution No. _____ Entering into an agreement with the United States Tennis Association, continued.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

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

Section 1. That the City of Dothan enters into an agreement with the United States Tennis Association to provide officiating services for the 2016 Women's \$50,000.00 Tournament ("Hardee's Pro Classic") in the amount of \$15,895.00, which said agreement follows:

Type of Event: \$50,000

Tournament City, State: Dothan, Alabama
 Tournament Director: Kim Meeker
 Pro Circuit Supervisor: Billie Lipp
 Chief Umpire: Pete Gameros

OFFICIATING SERVICES AGREEMENT PRO CIRCUIT WOMEN'S

Tournament starting on: Sunday, April 17, 2016
 (date of first day of qualifying)

Tournament ending on *: Sunday, April 24, 2016
 *weather or other unavoidable circumstances may extend this date at additional cost

Type of Event:	10K	25K	50K	75K	100K
			X		
Surface:	Hard	Clay			
		X			

Chair Requirements:	bronze or better	white
Number:	2	1

I. Designated Chair Umpires

- USTA Designate (ARS, DRS)
- USTA Designate Bronze or better(UBB)
- USTA Designate White badge or better(UBB)
- USTA Designate White badge or better(UWB)
- USTA Substitute for Designate (USB)

Official	Badge	Num. Umps	Num. Days	Ump. Fee	Travel	Total Fees
		0	0	\$0		\$0
Tenera, M.	Bronze	1	8	\$135		\$1,080
Zeak, C.	Bronze	1	7	\$135		\$945
Fukuda, T.	White	1	6	\$120		\$720
		0	0	\$0		\$0

fee, travel, hotel, meals paid by USTA
 fee, travel, hotel, meals paid by USTA
 fee & travel paid by USTA
 fee & travel paid by USTA
 fee paid by USTA

Supplemental Chairs:

- Supplemental Chair Umpire (SCU)

de la Joya, A.	Bronze	1	5	\$135		\$675
Nieto, A.	Bronze	1	7	\$135		\$945
Nagata, J.	White	1	5	\$120		\$600
						\$0
						\$2,220

Note: Tournament is responsible for fee.

II. Line Umpires *

*Circumstances resulting in loss of play/requiring hiring of officials to make up matches may incur additional expense
 Also, night matches may incur additional expense

Day	Date	Sess	Number Matches	Cts	Svs	Chairs*	Lines	Spares	Line Total	Line Fee @	Line Fee Total	Total no. Officials	
Sun.	Q1	4-17	Day	16	4	C+3	6	18	0	18	\$100	\$1,800	24
Mon.	Q2	4-18	Day	8	4	C+3	6	18	0	18	\$100	\$1,800	24
Tue.	MD1	4-19	Day	14	4	C+3	6	18	0	18	\$100	\$1,800	24
			Night	2	1	C+3	2	5	0	5	\$25	\$125	7
Wed.	MD2	4-20	Day	10	4	C+3	6	18	0	18	\$100	\$1,800	24
			Night	2	1	C+3	2	5	0	5	\$25	\$125	7
Thu.	MD3	4-21	Day	10	4	C+3	6	18	0	18	\$100	\$1,800	24
			Night	2	1	C+3	2	5	0	5	\$25	\$125	7
Fri.	MD4	4-22	Day	4	2	C+3	4	9	0	9	\$100	\$900	13
			Night	2	1	C+3	2	5	0	5	\$25	\$125	7
Sat.	MD5	4-23	Day	2	1	C+5	3	8	0	8	\$100	\$800	11
Sun.	MD6	4-24	Day	2	1	C+5	1	8	0	8	\$100	\$800	9
Pay in I. above									135		\$12,000		

III. Hotel Assistance for Line Umpires or Private Housing

\$0 or TBA

IV. Additional compensation for night matches

\$0 or TBA

V. Travel

\$450 or TBA

VI. Food for Officials

\$0 or TBA

VII. Chief of Officials Fee

Chief working on-court? Yes/No No

\$1,200

(Chief must be ITF certified)

VIII. Expenses for Chief (On-site office supplies, and other office expenses as needed)

\$25

Non-Payment Provisions for Officials

Secure rest area large enough to protect umpires from weather/access to nearby toilets with running water.
 If weather unseasonably hot, should have air-conditioned area.
 Work table with electrical outlet for work and computer use.
 Use of photocopier when needed.
 Chairs and tables in adequate supply in secure rest area.
 Drinking water, supply of ice and cups, coffee and soft drinks whenever play is in progress.
 Food:
 Light breakfast such as bagels, muffins, fruit, juices, coffee, tea, etc.
 Lunch for officials (11:30 am - 1:00 pm). If matches continue late, Dinner for officials (5:00 pm - 6:30 pm).
 Fresh fruit whenever possible (No greasy, spicy or salty food)
 Close-in parking for officials with cars.
 Transportation from airport and from housing or hotel to site
 Housing, private or hotel, beginning night prior to individual umpire's first day of work through night of last day of work.
 Officials are to be paid on their last day to officiate.

Grand Total: \$15,895

VII. Signatures

Pete Gameros

(Chief Umpire)

(Mayor)

Date March 10, 2016

Date _____

**2016 PRO CIRCUIT INDEPENDENT COMMUNITY TENNIS PROGRAM
ENROLLMENT FORM FOR USTA EVENTS**

The submission of this enrollment form does not guarantee coverage

NAME OF USTA MEMBER CLUB, ORGANIZATION OR PROMOTER HOLDING EVENT: City of Dothan

Mailing Address: P.O. Box 2128 City: Dothan State: AL Zip: 36302

Contact Name: Kim Meeker Phone #: (334) 615-3700 Fax #: (334) 615-3709

TITLE OF TOURNAMENT: 2016 Hardee's Pro Classic

EVENT DATE: From: April 17, 2016 To: April 24, 2016

EXPECTED ATTENDANCE: 1,000

EXPECTED RECEIPTS FROM ADMISSIONS: \$ 1,500

LOCATION OF EVENT (Include City & State): Dothan, AL

List below any persons, lessors or organizations who need to be listed as an "additional insured" on the policy. (Usually a requirement of a lease/rental agreement or contract.)

Additional Insured Name	Address, City, State, Zip	Relationship to Event
USTA	70 West Red Oak Lane White Plains, NY 10604	Sanctioning Body

DATE CERTIFICATE OF INSURANCE IS NEEDED: April 10, 2016

\$1,000,000 Premium Quote within 2 business days of receiving completed form
\$50.00 Administrative Fee Per Member
\$1,000,000 Limit Excess (Optional – needs to be quoted) Check payable to: Franklin Case Agency, LLC

PREMIUM PAYMENT: Mail with Enrollment Form To:
 Franklin Case Agency LLC
 Attn: Peggy Jelly
 5 Walter Foran Blvd., Suite 2010
 Flemington, NJ 08822

SIGNATURE OF APPLICANT: _____ TITLE: _____

PRINT NAME: _____

PHONE: _____ FAX: _____

Franklin Case Agency LLC
 5 Walter Foran Blvd., Suite 2010
 Flemington, NJ 08822

Phone: (908) 806-2531 X115
 Fax: (908) 782-2606

Res. No. _____ entering into an agreement with the United States Tennis Association, continued.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

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 Patagonia in the amount of \$5,000.00 for the Forever Wild Project.

Section 2. That the sum of \$5,000.00 is appropriated in FY 2016 to the General Fund/Materials & Supplies/Other Operating Supplies, Account Number 001-4242-542.20-29, for the Forever Wild Project. This appropriation is to be funded by increasing the General Fund/Grant Revenues/Proceeds from Grants, Account Number 001-0000-331.03-00 by the sum of \$5,000.00 in FY 2016.

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



THE CITY OF DOTHAN, ALABAMA

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

MIKE K. WEST
CITY MANAGER
mkwest@dothan.org

March 11, 2016

Honorable Mayor and City Commission of the
City of Dothan

Board of Commissioners:

I will be presenting to you for your consideration, on the Regular Agenda of March 15, 2016, a request from the Leisure Services Department to accept a grant in the amount of \$5,000 from Patagonia for the Forever Wild Project.

Since the City of Dothan partnered with Forever Wild to provide a 400 acre trail system, Dothan Leisure Services has sought funding to develop the trailheads and trails. Funds were obtained through the ADECA Recreational Trails Program grant to build basic trails, and funding was obtained from the Wiregrass Foundation to construct bridge connections on the properties. Funding was still needed for many trail accessories – like trail head facilities, signage, etc. For these needs we have been fortunate to have good friends in the community to assist us. Leading the charge in this area, has been Eagle Eye Outfitters. They were able to obtain grants from Columbia Sportswear and Patagonia totaling about \$10,000 early in this process.

Now, Eagle Eye Outfitters has announced that they have been successful in obtaining another \$5,000 grant from Patagonia for this project.

The staff recommends and I concur with the aforementioned request to accept this grant from Patagonia in the amount of \$5000 in order to help fund the Forever Wild Project.

Sincerely,

A handwritten signature in black ink that reads "Mike West".

Michael K. West
City Manager

Staff Report
For
Mayor and City of Dothan
Commissioners

PROJECT TITLE:	Forever Wild Trails Project
DEPARTMENT:	Leisure Services
DEPARTMENT HEAD:	Elston Jones
REPORT DATE:	March 9, 2016

Purpose:

Request permission to accept a grant from Patagonia in the amount of \$5,000 to help fund the development of the Forever Wild Trail facilities.

Background:

Since the City of Dothan partnered with Forever Wild to provide a 400 acre trail system, Dothan Leisure Services has sought funding to develop the trailheads and trails. Funds were obtained through the ADECA Recreational Trails Program grant to build basic trails, and funding was obtained from the Wiregrass Foundation to construct bridge connections on the properties. Funding was still needed for many trail accessories – like trail head facilities, signage, etc. For these needs we have been fortunate to have good friends in the community to assist us. Leading the charge in this area, has been Eagle Eye Outfitters. They were able to obtain grants from Columbia Sportswear and Patagonia totaling about \$10,000 early in this process.

Description:

Now, Eagle Eye Outfitters has announced that they have been successful in obtaining another \$5,000 grant from Patagonia for this project.

Recommendation:

It is the staff recommendation that we express our deep appreciation to Eagle Eye Outfitters for their support of this project and accept the \$5,000 grant from Patagonia.

RESOLUTION NO. _____

WHEREAS, under provisions of Sec. 2-41, Code of Ordinances of the City of Dothan, all disbursements of funds from the treasury of the City shall be authorized by resolution of the Commission,

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

Section 1. That the Board of Commissioners does hereby approve payment of invoices for the month of February, 2016 in the amount of \$12,432,281.48.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

FY 2016 - City of Dothan Monthly Accounts Payable Invoices

Below are Larger Vendor Payments which are Included in Monthly Totals in First Shaded Box														
Month	Total Amount	AMEA			U S Department of Energy			Crestwood			BCBS**		RSA*	
		Monthly Amt	Wire Date	Monthly Amt	CK Date	Monthly Amt	CK Date	Monthly Amt	CK Date	Monthly Amt	Wire Date	Monthly Amt	Pay Period Ending Dates	
October	\$ 15,147,750.94	\$ 6,112,573.02	10/29/15	\$ 562,645.70	10/15/15	\$ 146,320.33	10/15/15	\$ 1,132,617.70	10/30/15	\$ 1,059,946.18	10/3/15 & 10/17/15			
November	11,029,310.48	3,856,523.17	11/30/15	545,745.11	11/12/15	16,365.20	11/19/15	852,811.02	11/30/15	1,066,186.60	10/31/15 & 11/14/15			
December	12,121,661.99	3,409,688.37	12/29/15	576,866.75	12/22/15	92,806.03	12/22/15	937,707.62	12/31/15	1,589,182.01	11/28/15, 12/12/15 & 12/26/15			
January	10,597,880.15	3,557,908.84	1/29/16	572,300.65	1/14/16	(727.18)	1/14/16	930,619.11	1/31/16	1,065,088.87	1/9/16 & 1/23/16			
February	12,432,281.48	4,732,481.66	2/29/16	660,486.70	2/11/16	96,768.63	2/18/16	756,681.96	2/29/16	1,102,216.52	2/6/16 & 2/20/16			
March														
April														
May														
June														
July														
August														
September	\$ 61,328,885.04	\$ 21,669,175.06		\$ 2,918,044.91		\$ 351,533.01		\$ 4,610,437.41		\$ 5,882,620.18				
		Power Purchase		\$ 24,938,752.98		40.66%		% of Total Accounts Payable		9.59%		% of Total Accounts Payable		
								7.52%		% of Total Accounts Payable		Includes Employer Contribution & Employee Payroll Deduction		
Average		\$ 12,265,777.01												

*Check typed according to payroll ending date.

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

RESOLUTION NO. _____

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

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS



CITY OF DOTHAN, ALABAMA
March 15, 2016
EXHIBIT "A"
BIDS TO BE AWARDED

DEPARTMENT	BID#	#ITB	ITEM	VENDOR	AMOUNT
Dothan Utilities Electric	16-011	88	Distribution Transformers Overhead Conventional Single Phase: <i>Quantities stated for bid award are all more or less.</i> 15 kVA Quantity: 15 Unit Price: \$ <u>530.00</u> 25 kVA: Quantity: 30 Unit Price: \$ <u>636.00</u> 37.5 kVA Quantity: 20 Unit Price: \$ <u>771.00</u> 50 kVA: Quantity: 20 Unit Price: \$ <u>866.00</u>	Mayer Electric Dothan, AL.	See Price in Description
DEPARTMENT	BID#	#ITB	ITEM	VENDOR	AMOUNT
Dothan Utilities Electric	16-011	88	Distribution Transformers Overhead Conventional Single Phase: <i>Quantities stated for bid award are all more or less.</i> 75 kVA: Quantity: 20 Unit Price: \$ <u>1,394.00</u> 100 kVA: Quantity: 20 Unit Price: \$ <u>1,768.00</u>	Gresco Capstone Dothan, AL.	See Price in Description
DEPARTMENT	BID#	#ITB	ITEM	VENDOR	AMOUNT
General Services Fleet for Fire	16-017	29	Full Size SUV, per City of Dothan Bid Specifications: Quantity 1 (or more) Unit Price: \$27,358.95 Additional Options at Dealer Cost Make & Model: 2016 Ford Expedition SSV	Bondy's Ford Dothan, AL	See Price in Description



CITY OF DOTHAN, ALABAMA
March 15, 2016
EXHIBIT "A"
BIDS TO BE AWARDED

DEPARTMENT	BID#	#ITB	ITEM	VENDOR	AMOUNT
Dothan Utilities Water	16-013	30	<p>Positive Displacement Cold Water Meters: Make & Model Number: Neptune T-10 All quantities are more or less.</p> <p>Meter Size 5/8" x 3/4": Quantity of Complete Units: 1,000 Unit Price: \$ <u>32.00</u> Total Cost of Units: \$ <u>32,000.00</u></p> <p>Meter Size 1": Quantity of Complete Units: 500 Unit Price: \$ <u>78.00</u> Total Cost of Units: \$ <u>39,000.00</u></p> <p>Meter Size 2": Quantity of Complete Units: 50 Unit Price: \$ <u>263.00</u> Total Cost of Units: \$ <u>13,150.00</u></p> <p>Total Cost: \$ <u>84,150.00</u></p>	Consolidated Pipe & Supply Co. Inc. Mt. Meigs, AL.	See Price in Description
DEPARTMENT	BID#	#ITB	ITEM	VENDOR	AMOUNT
Dothan Utilities Electric	16-018	54	<p>Utility Wire:</p> <p>1) #6 Duplex Underground Wire, Quantity 6,000 feet (more or less): Unit Price: \$ <u>.238</u> Total Price: \$ <u>1,428.00</u></p> <p>2) 4/0 Triplex Underground Wire, Quantity 6,000 feet (more or less) Unit Price: \$ <u>1.11</u> Total Price: \$ <u>6,684.00</u></p> <p>3) 1/0 Primary Underground Wire, Quantity 7,500 feet (more or less) Unit Price: \$ <u>1.96</u> Total Price: \$ <u>14,700.00</u></p> <p>4) 4/0 Quad Overhead Wire, Quantity 5,500 feet (more or less): Unit Price: \$ <u>1.699</u> Total Price: \$ <u>9,344.50</u></p>	Stuart C. Irby Dothan, AL.	See Price In Description



CITY OF DOTHAN, ALABAMA
March 15, 2016
EXHIBIT "A"
BIDS TO BE AWARDED

DEPARTMENT	BID#	#ITB	ITEM	VENDOR	AMOUNT
Dothan Utilities Electric	16-018	54	<p>Utility Wire (continued):</p> <p>5) #2 Aluminum Conductor Steel Reinforced (ACSR) Wire, Quantity 10,000 feet (more or less): <i>Unit Price: \$.12</i> <i>Total Price: \$ <u>1,260.00</u></i></p> <p>6) 1/0 Aluminum Conductor Steel Reinforced (ACSR) Wire, Quantity 18,000 feet (more or less): <i>Unit Price: \$.18</i> <i>Total Price: \$ <u>3,335.40</u></i></p> <p>7) 750 All Aluminum Conductor (AAC) Wire, Quantity 10,400 feet (more or less): <i>Unit Price: \$ <u>1.01</u></i> <i>Total Price: \$ <u>10,587.20</u></i></p> <p>8) 4/0 Triplex Underground Secondary CIC Wire, Quantity 12,500 feet (more or less): <i>Unit Price: \$ <u>2.00</u></i> <i>Total Price: \$ <u>24,987.50</u></i></p> <p>9) 350 Triplex Underground Wire, Quantity 2,000 feet (more or less): <i>Unit Price: \$ <u>1.80</u></i> <i>Total Price: \$ <u>3,610.00</u></i></p> <p>10) #2 Triplex Overhead Wire, Quantity 5,000 feet (more or less): <i>Unit Price: \$.44</i> <i>Total Price: \$ <u>2,230.00</u></i></p>	Stuart C. Irby Dothan, AL.	See Price In Description
DEPARTMENT	BID#	#ITB	ITEM	VENDOR	AMOUNT
Dothan Utilities Electric	16-019	45	<p>500 kcmil Tape Shield 15kV Primary Cable: Quantity 2 (or more) 1,500 Foot Coils <i>Unit Price: \$ <u>8.30</u></i> <i>Total Price: \$ <u>24,150.00</u></i> Brand: Prysmian</p>	Gresco Capstone Utility Supply Dothan, AL.	See Price In Description



CITY OF DOTHAN, ALABAMA
March 15, 2016
EXHIBIT "A"
BIDS TO BE AWARDED

DEPARTMENT	BID#	#ITB	ITEM	VENDOR	AMOUNT
Dothan Utilities Electric	16-020	65	115 kV Load-Break Switch, per City of Dothan Bid Specifications, Quantity 1 (or more): <i>Unit Price: \$ <u>54,420.60</u></i>	Mayer Electric Supply Dothan, AL.	See Price In Description

OTHER PURCHASES over \$15,000

DEPARTMENT	ITEM	VENDOR	AMOUNT
Administration Legal	Professional Legal Services through 1/31/16 Project Number: 850310 Defense of EPA Enforcement Action ²	King & Spalding Atlanta, GA.	\$ 7,546.50
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services for Water	2016 Jeep Patriot ³ Purchase off State of Alabama contract # T191/#4013269	Tallassee Automotive, Inc. Tallassee, AL.	\$ 18,328.00

Notes:

¹ITB-Invitations to Bid

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

³ Replacing vehicle number 2109 that was totaled in an accident.

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>
Roger Lynch Mathew West	Alabama Rural Electric Association of Cooperatives (AREA) Staking Technician Training & Certification – Phase III Montgomery, AL	\$3,700.00
Bubba Ott	Tuscaloosa Police Captain Assessment Tuscaloosa, AL	\$ 50.00
Todd David Rachel David	FBI-LEEDA 2016 Executive Leadership Conference Memphis, TN	\$ 1,625.00
Stacy Robinson	FBI National Academy 2016 Summer Career Development Seminar Orange Beach, AL	\$ 961.10
Scott Owens	IACP Conference on Alcohol, Drugs, and Impaired Driving Denver, CO	\$ 1,668.68
Scott Owens	Marijuana DUI Investigations – DRE Track with Green Lab Denver, CO	\$ 920.64
Bart Barefoot Tyler S. Reeder	Alabama Association of Floodplain Managers 2016 Spring Seminar Foley, AL	\$ 450.00
Randall Brazzelle Shelby Cunningham	2016 SWANA Spring Forum Orange Beach, AL	\$ 1,331.82
Adrienne Smith Sadie Edwards	2016 Regional Seminars for Municipal Court Officials Birmingham, AL	\$ 1,029.80
William Glover	FBI National Academy Quantico, VA	\$ 2,975.00
Ernest Stokes	2016 SWANA Spring Seminar Orange Beach, AL	\$ 797.42

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

EASEMENT

THE STATE OF ALABAMA, HOUSTON COUNTY

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

A 30' wide Utility & Drainage Easement in the City of Dothan, Houston County, Alabama and being more particularly described as follows: Commencing at an iron monument found (Railroad Rail) marking the Northeast corner of Lot 9, of A Plat of the Newton East Main Street Property as recorded in Plat Book 1, Page 41 in the Office of the Judge of Probate, Houston County, Alabama; thence N51°58'36"E, for a distance of 23.43 feet to a point on the Grantor's East property line as recorded in Deed Book 712 at Page 639 the Office of the Judge of Probate, Houston County, Alabama and the POINT OF BEGINNING; thence N15°17'56"W, for a distance of 31.02 feet to a point; thence S59°57'52"W, for a distance of 192.89 feet to a point on the North Right of Way (R/W) line of East Main Street (U.S. Highway #84) (R/W varies); thence along said R/W line S89°13'38"E, for a distance of 58.57 feet to a point; thence leaving said R/W line N59°57'52"E, for a distance of 134.69 feet to the POINT OF BEGINNING. Said easement is located in the NE 1/4 of Section 24, T3N, R26E.

Said easement is located in the NE 1/4 of Section 24, Township 3 North, Range 26 East in Dothan, Houston County, Alabama, and containing 0.12 acres, more or less.

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

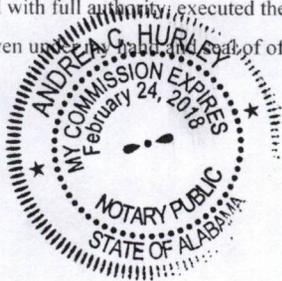
IN WITNESS WHEREOF, We, North Florida Woodlands Inc., hereunto set our hands and seal this 24th day of February 2016.

C. Finley McRae
(L. S.)
President
Official Title

THE STATE OF ALABAMA, HOUSTON COUNTY ACKNOWLEDGMENT FOR CORPORATION

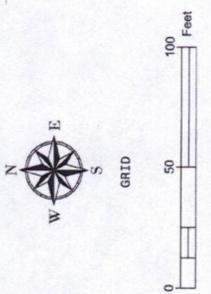
I, Andrea C. Hurley, a Notary Public in and for said County in said State hereby certify that C. Finley McRae, whose name as President of North Florida Woodlands Inc., is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance has, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 24th day of February, 2016.



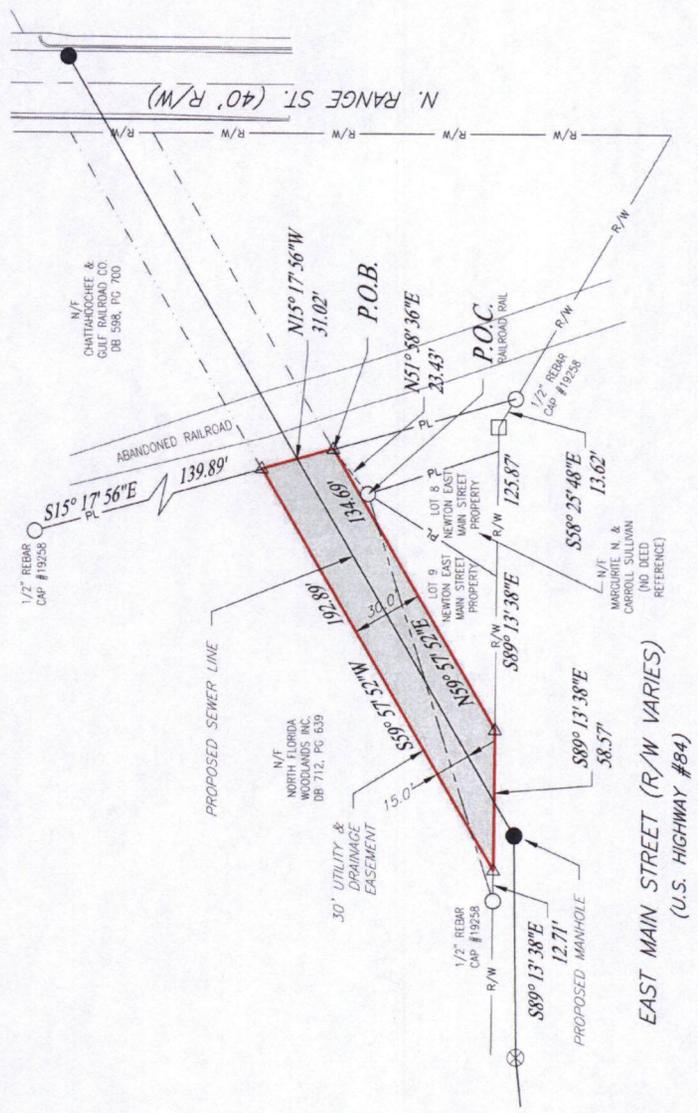
Andrea C. Hurley

Prepared by: Rick Kinsaul, Professional Land Surveyor, Polyengineering, Inc., 1935 Headland Avenue, Dothan, AL 36303



LEGEND

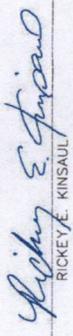
- △ ANGLE POINT, MONUMENT NOT SET
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- 30' WIDE EASEMENT
- IRON PIN FOUND
- CONCRETE MONUMENT FOUND
- PL PROPERTY LINE
- R/W RIGHT OF WAY LINE
- SUBDIVISION LOT LINE
- R/W RIGHT OF WAY
- S/D SUBDIVISION
- N/F NOW OR FORMERLY
- DB DEED BOOK
- PG PAGE



NOTES:

1. This Plat does not reflect any easement or title research.
2. This Plat is not valid without Surveyor's Original Seal and signature.
3. Survey Source: This is an original survey.
4. Grid North is based on the Alabama State Plane Coordinate System, East Zone (NAD 83).
5. All existing structures on, under and adjacent to the site are not necessarily shown hereon.

I hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.


 RICKY E. KINSAUL

Surveyor's Signature: _____ Date: 09/03/15
 Alabama License No: 19258



LEGAL DESCRIPTION (Easement 1)
 30' Wide Utility & Drainage Easement

A 30' wide Utility & Drainage Easement in the City of Dothan, Houston County, Alabama and being more particularly described as follows: Commencing at an iron monument found (Railroad Rail) marking the Northeast corner of Lot 9, of A Plat of the Newton East Main Street Property as recorded in Plat Book 1, Page 41 in the Office of the Judge of Probate, Houston County, Alabama; thence N51°58'36"E, for a distance of 23.43 feet to the POINT OF BEGINNING; thence N15°17'56"W, for a distance of 31.02 feet to a point; thence S59°57'52"W, for a distance of 192.89 feet to a point on the North Right of Way (R/W) line of East Main Street (U.S. Highway #84) (R/W varies); thence along said R/W line S89°13'38"E, for a distance of 58.57 feet to a point; thence leaving said R/W line N59°57'52"E, for a distance of 134.69 feet to the POINT OF BEGINNING. Said easement is located in the NE 1/4 of Section 24, T3N, R26E.

Real Estate Sales Validation Form

Grantor's Name North Florida Woodlands, Inc.

Grantee's Name City of Dothan

Mailing Address P.O. Box 7
Graceville, FL 32440

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

Property Address 209 North Ussery Street
Dothan, AL 36301

Date of Sale 2/24/16

Total Purchase Price \$ 0

or

Actual Value \$ _____

or

Assessor's Market Value \$ 1000.00

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

Bill of Sale

Appraisal

Sales Contract

Other

Closing Statement

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

Instructions

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

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

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

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

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

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

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

Date 3/09/16

Print Tyler Reeder

Unattested *Jimmy Danner*
(verified by)

Sign *Tyler Reeder*
(Grantor/Grantee/Owner/Agent) circle one

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

EASEMENT

THE STATE OF ALABAMA, HOUSTON COUNTY

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

A 50 foot wide Sanitary Sewer easement being more particularly described as follows: Commencing at the found concrete monument (4x4); thence South 00°50'54" West, a distance of 1160.53 feet to a found iron pin (1/2" rebar); thence along the Northern line of the Home Depot Lot South 82°29'08" East, a distance of 19.07 feet to a calculated point and the Point of Beginning of the Easement to be vacated and more fully described to wit; FROM THIS POINT OF BEGINNING, thence South 82°29'08" East, a distance of 50.18 feet to a calculated point; thence leaving said line South 02°41'01" West, a distance of 14.11 feet to a calculated point; thence South 01°19'54" West, a distance of 274.84 feet to a calculated point; thence South 02°42'32" West, a distance of 178.38 feet to a calculated point in the Southern line of the Home Depot Lot; thence along the Southern line of said Lot North 89°28'29" West, a distance of 50.04 feet to a calculated point; thence leaving said line North 02°42'32" East, a distance of 179.69 feet to a calculated point; thence North 01°19'54" East, a distance of 274.83 feet to a calculated point; thence North 02°41'01" East, a distance of 18.93 feet to the Point of Beginning.

Said Easement is located in Section 10, T3N, R26E in Dothan, Houston County, Alabama and contains 23,519 Sq. Ft., 0.54 Ac. more or less.

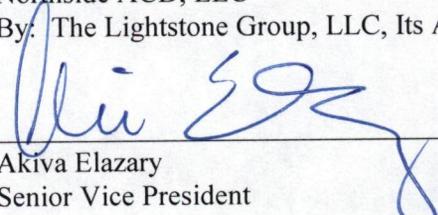
Said easement vacates and replaces existing easement as found recorded in Deed Book 171, Page 603 in the Office of the Judge of Probate, Houston County, Alabama being more particularly described as follows: Commencing at the found concrete monument (4x4); thence South 00°50'54" West, a distance of 1160.53 feet to a found iron pin (1/2" rebar); thence along the Northern line of the Home Depot Lot South 82°29'08" East, a distance of 123.76 feet to a calculated point and the Point of Beginning of the Easement to be vacated and more fully described to wit; FROM THIS POINT OF BEGINNING, thence South 82°29'08" East, a distance of 52.48 feet to a calculated point; thence leaving said line South 10°11'00" East, a distance of 353.84 feet to a calculated point; thence South 27°04'00" West, a distance of 119.02 feet to a calculated point in the Southern line of the Home Depot Lot; thence along the Southern line of said Lot North 89°28'29" West, a distance of 55.89 feet to a calculated point; thence leaving said line North 27°04'00" East, a distance of 127.14 feet to a calculated point; thence North 10°11'00" West, a distance of 352.94 feet to the Point of Beginning. Said Easement contains 23,823 Sq. Ft., 0.55 Ac. more or less.

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

IN WITNESS WHEREOF, We, Northside ACD, LLC, hereunto set our

hands and seal this 3 day of March, 2016.

Northside ACD, LLC
By: The Lightstone Group, LLC, Its Agent

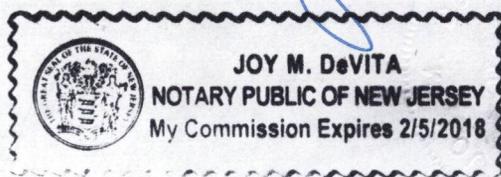
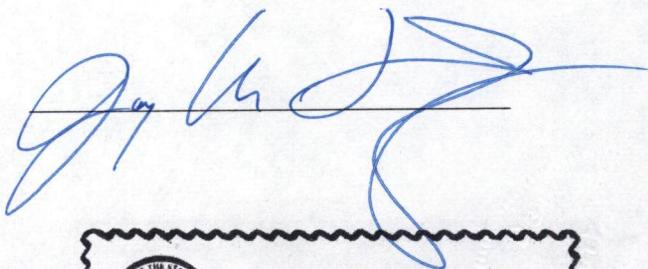


Akiva Elazary (L. S.)
Senior Vice President

Prepared by: Johnston, Hinesley, Flowers, Clenney & Turner, P.C., 291 N. Oates St., Dothan, AL 36303

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

I, Joy Devita, a Notary Public in and for said County in said State hereby certify that Akiva Elazary, whose name as Senior Vice President of The Lightstone Group, LLC, agent for Northside ACD, LLC, a limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance has, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand and seal of office this 3rd day of March, 2016.



Real Estate Sales Validation Form

Grantor's Name Northside ACD, LLC

Grantee's Name City of Dothan

Mailing Address 3489 Ross Clark Circle, Ste. 3

Mailing Address P.O. Box 2128

Dothan, AL 36303

Dothan, AL 36302-2128

Property Address 3489 Ross Clark Circle

Date of Sale 3/7/16

Dothan, AL 36303

Total Purchase Price \$ 0

or

Actual Value \$ _____

or

Assessor's Market Value \$ 1000.00

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

Bill of Sale

Appraisal

Sales Contract

Other

Closing Statement

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

Instructions

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

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

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

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

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

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

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

Date 3-8-16

Print Jonathan Lucas

Unattested

Sammy Danna

Sign

[Signature]

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

MEMORANDUM

TO: MAYOR, COMMISSIONERS & CITY MANAGER
FROM: LEN WHITE
DATE: MARCH 11, 2016 
RE: COOPER V. CITY OF DOTHAN

This lawsuit was filed in federal court on behalf of Anthony Cooper against the City of Dothan in June of 2015. Mr. Cooper alleges that the Dothan Municipal Court unlawfully ordered his being held in jail after his arrest because he could not afford bail. The procedure followed by the court complied with those established by state law, however, recent developments in the federal courts have led to changes which have now been enacted. The City Attorney's Office has defended this case with the assistance of the law firm of Copeland Franco, Montgomery. It is the recommendation of Mr. Copeland and myself that this case be settled in the amount of \$42,500 payable to Mr. Cooper and his attorneys McGuire and Associates, Montgomery, Alabama.