

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

1. **Invocation: Pastor Ray McKenzie – Cloverdale Baptist Church**
2. **Pledge of Allegiance: Commissioner Crutchfield**
3. **Roll Call:**  
**Schmitz\_\_Dorsey\_\_Newsome\_\_Kirkland\_\_Ferguson\_\_Kenward\_\_Crutchfield\_\_**
4. **Approval of Previous Minutes:**
  - Minutes of Meeting of March 15, 2016.
5. **Communications from Mayor and City Commissioners:**
  - Announcement – Overdue Fine Amnesty Program – Jason LeDuc, Director, Dothan Houston County Library System.
6. **Communications from City Manager:**
  - Buddy Buie Recognition Day and Wiregrass Blues Festival – Gil Anthony and Gloria Buie.
  - Introduction of the 2016 Azalea-Dogwood Queen, Princess and Maid of Honor.
7. **Communications from City Clerk:**
  - Application for a Special Events Retail License (on premise) for Toadlick, 191 Festival Drive, by Sandra Farish.Documents: [special events license toadlick.pdf](#)
8. **Acceptance of the Comprehensive Annual Financial Report (Audit) for Fiscal Year ending September 30, 2015.**

A copy can be viewed or obtained in the Finance Department.
9. **Ord. No.\_\_\_\_\_Rezoning property owned by Dothan Downtown Redevelopment Authority located at 410 and 426 East Burdeshaw Street from L-I (Light Industrial) District to B-1 (Central Business) District.**

Documents: [rezoning ddra.pdf](#)
10. **Res. No.\_\_\_\_\_Declaring certain properties which are overgrown with weeds, scrub, wild bushes, grass and other vegetable growth as injurious to the health, safety and welfare of the community as nuisances and calling for a public hearing to be held on the matter during the regularly scheduled commission meeting on May 3, 2016.**

Documents: [weed abatement setting public hearing.pdf](#)
11. **Res. No.\_\_\_\_\_Confirming the costs incurred in notification and abatement of certain properties determined to be nuisances by Resolution Number 2016-29 and turning the costs over to the County Tax Collector so that the amount can be added to the next regular bills for taxes levied against the respective lots and parcels of**

land.

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

12. **Res. No. \_\_\_\_\_ Entering into a permit agreement with the Alabama Department of Transportation for the installation of fiber optic cable on the outside of Ross Clark Circle, from South Park Avenue to West Carroll Street.**

Documents: [aldot agreement fiber optic cable.pdf](#)

13. **Res. No. \_\_\_\_\_ Entering into an agreement with Mosaic Community Planning, LLC, to prepare a Fair Housing Plan: Analysis of Impediments to Fair Housing Choice at a cost of \$21,500.00, and appropriating funds for said services.**

Documents: [agreement mosaid community planning.pdf](#)

14. **Res. No. \_\_\_\_\_ Awarding the bid, entering into a contract, and issuing a Notice to Proceed and other related documents to Bill Lunsford Construction & Development, Inc. for the Microbial Remediation at Central Fire Station Project, in the amount of \$75,000.00.**

Documents: [contract bill lunsford construction.pdf](#)

15. **Res. No. \_\_\_\_\_ Awarding the bid, entering into contract, and issuing a Notice to Proceed and other related documents to Hollon Contracting, LLC for the Renovations to Dothan Fire Department, Central Station Project, in the amount of \$456,863.00.**

Documents: [contract hollon contracting.pdf](#)

16. **Res. No. \_\_\_\_\_ Amending the 2016 and 2017 Fiscal Year Budgets to fund two staff positions with the Dothan Utilities Department as required by the Administrative Order on Consent with the U.S. Environmental Protection Agency Region IV to include a Closed Circuit Televised Video crew (Sewer Test and Seal Operator and a Maintenance/Construction Worker).**

Documents: [amending budget.pdf](#)

17. **Res. No. \_\_\_\_\_ Awarding bids and approving purchases over \$15,000.00 by the City.**

Documents: [bids and purchases.pdf](#)

18. **Res. No. \_\_\_\_\_ Approving advance travel requests for City employees.**

Documents: [travel requests.pdf](#)

19. **Acceptance of a Right-of-Way Deed from First Free Will Baptist Church for a public road at 1461 Timbers Drive.**

Documents: [right of way deed.pdf](#)

20. **Adjournment.**

March 18, 2016

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

Honorable Mayor and City Commission:

I respectfully submit my request for a Special Events Retail License for Toadlick located at 191 Festival Drive, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

Sincerely,



Sandra M. Farish

NOTICE

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

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

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

Section 1. Upon the favorable recommendation by a nine to zero vote by the Planning Commission of the City of Dothan, Alabama on February 17, 2016, and after public notices and hearing thereon as required by law, Chapter 114 of the Code of Ordinances of the City of Dothan, Alabama, and the Zoning Map of the City of Dothan, Alabama, adopted therein and on file in the offices of the City Clerk and the City Engineer of the City of Dothan, Alabama, are hereby amended as follows:

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

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

Parcel 1:

A lot or parcel of land in the City of Dothan, Houston County, Alabama, and being more particularly described as follows: Beginning at the southeast corner of the intersection of North College Street and East Burdeshaw Street and thence S87° -04'E along the south side of East Burdeshaw Street, 92.85 feet; thence S3° -11' -55" E, 131.49 feet; thence N88° - 06' -30"W, 105.60 feet to the east side of North College Street; thence N2° -22' -30" E along the east side of North College Street , 132.66 feet to the Point of Beginning.

Parcel 2:

One lot in the City of Dothan, Houston County, Alabama and being more particularly described as follows: Beginning at a point of the back of the sidewalk on the south side of East Burdeshaw Street 92.83 feet east of the intersection of the back of the sidewalks on the south side of East Burdeshaw Street and the east side of North College Street thence N89° -26'E along the back of the sidewalk on the south side of East Burdeshaw Street 74.17 feet; thence S11° -25' -49"E, 198.87 feet; thence S89° -35' -30"W, 91.32 feet; thence N6° -31'W, 196.11 feet to the Point of Beginning.

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

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

ATTEST:

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

\_\_\_\_\_  
Mayor

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

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

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

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

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

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

\*\*\*\*\*

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

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

\*\*\*\*\*

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

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

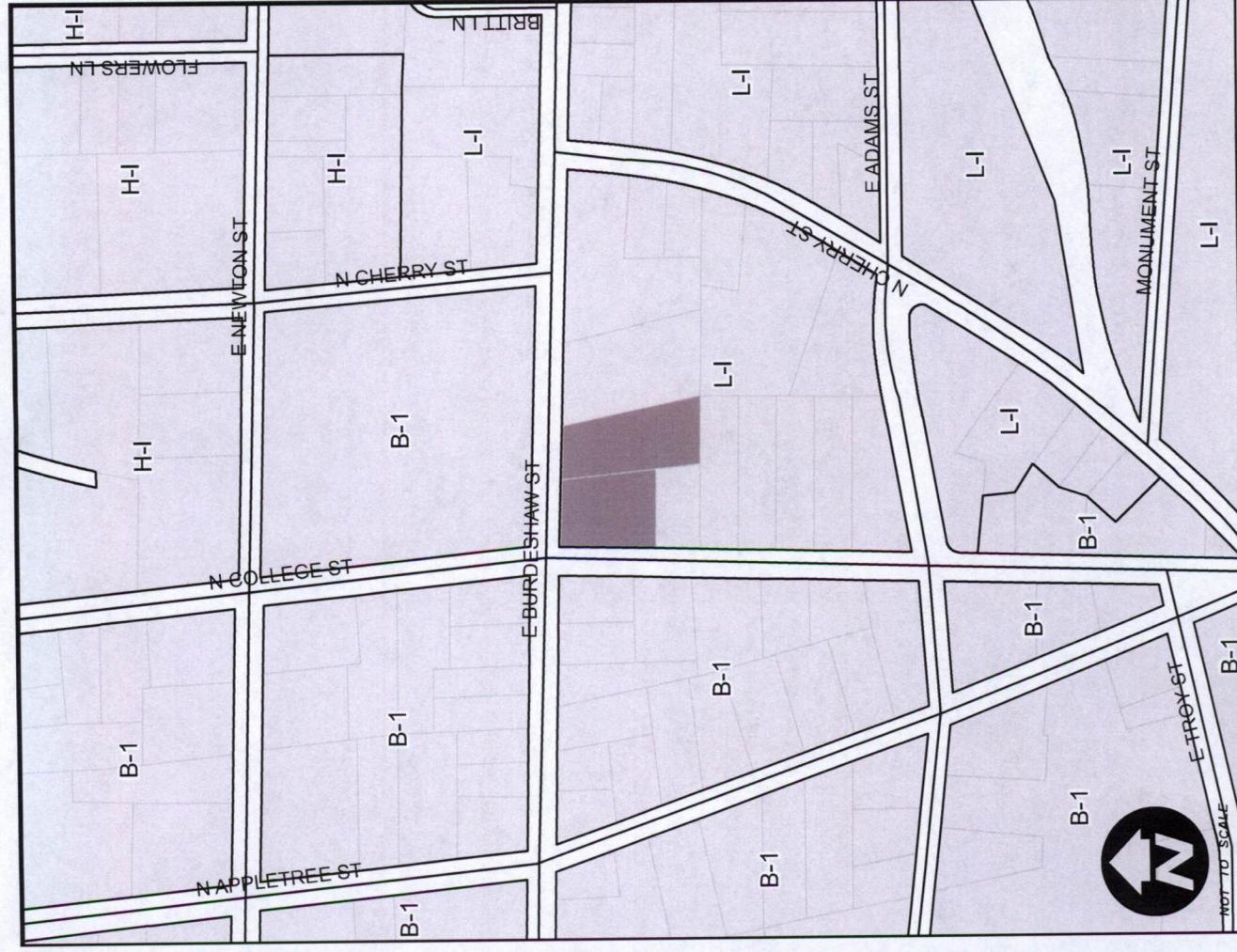
\*\*\*\*\*

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

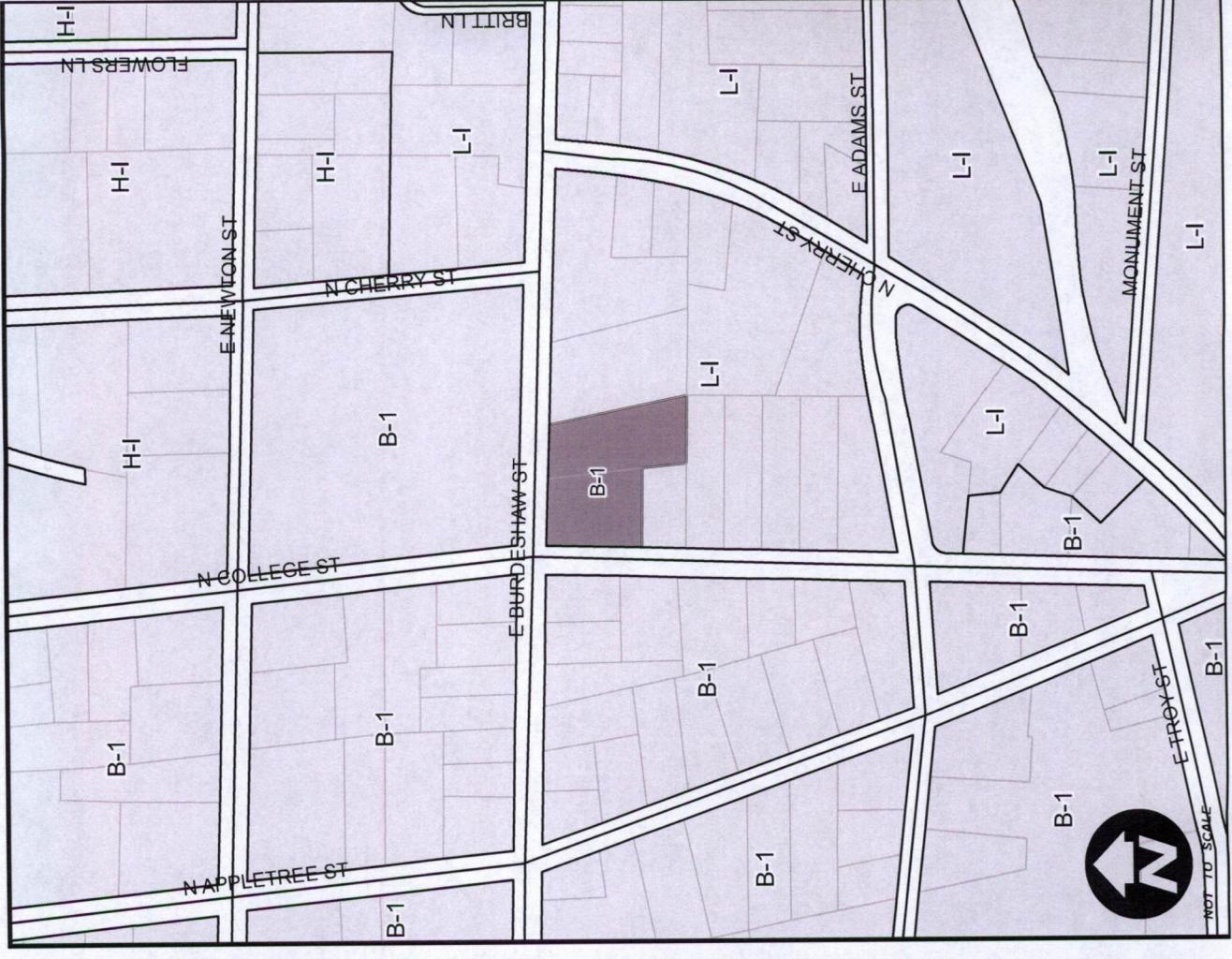
\_\_\_\_\_  
Tammy Danner, City Clerk

# City Initiated Rezoning: 400 Block E. Burdeshaw St.

Current Zoning  
L-I: Light Industry



Proposed Zoning:  
B-1: Central Business



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

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

**509 Montana Street**

Parcel 38-09-06-14-4-009-012.000

Commencing @ SW Intersection of Chickasaw Street & Montana Street SE¼ of SE¼ S14 T3N R26E TH S along right of way 127' to POB TH S along right of way 60' W 131.5' N 60' E 131.5' to POB

**0 N. Appletree Street (lot next to 408 N. Appletree Street)**

Parcel 38-09-06-13-4-013-013.000

Commencing @ SE Intersection of E Newton Street & N Appletree Street in SW¼ of SE¼ of SEC 13 T3N R26E TH S along right of way 139' to POB TH E 185' S 60' W 185' N along right of way 55' to POB

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

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

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

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

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

**Section 2.** That a public hearing on this matter shall be held at the regularly scheduled Commission meeting of the Dothan City Commission, in the Civic Center, 126 N. St. Andrews Street, Dothan, Alabama, at 10:00 a.m. on the 3<sup>rd</sup> day of May, 2016 for the Board of Commissioners to hear any objections and vote to abate the nuisances.

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

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

**ATTEST:**

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

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

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

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

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

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

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

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

**WHEREAS**, the following listed properties were determined, by Resolutions Number 2016-29, to be nuisances which should be abated:

1. 306 First Avenue
2. 308/310 First Avenue
3. 1309 E. Adams Street

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

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

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

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

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

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

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

**ATTEST:**  
\_\_\_\_\_  
**City Clerk**

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

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

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

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

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

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

**REPORT ON COST OF WEED ABATEMENT**

The following properties were found to be a nuisance due to violations of the City of Dothan Weed Control Ordinance, pursuant to Resolutions No. 2016-29. The amount listed below the property address is the cost of abating the nuisance. Three (3) of the properties were brought into compliance without the necessity of city crews doing the work. For the complying properties, the cost will be limited to the cost of erecting the sign on said property, if applicable, and the cost of publishing the notice in the newspaper.

**Ronnie H. Hovey & William K. Campbell**  
306 First Avenue  
38-10-04-19-3-003-021.000

Sign	
Newspaper Notice	198.33
Lot Cleanup Cost	
<b>Total</b>	<b>\$ <u>198.33</u></b>

**DEBORAH, LLC**  
1309 E. Adams Street  
38-10-04-19-2-001-019.000

Sign	\$	89.00
Newspaper Notice		198.33
Lot Cleanup Cost		-
<b>Total</b>	<b>\$</b>	<b><u>287.33</u></b>

**William K. & Ronnie H. Campbell**  
308/310 First Avenue  
38-10-04-19-3-003-020.000

Sign	
Newspaper Notice	198.33
Lot Cleanup Cost	
<b>Total</b>	<b>\$ <u>198.33</u></b>

**Total** **\$ 683.99**

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

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

**Section 1.** That, upon recommendation of the Dothan Utilities Director, Billy R. Mayes, the City of Dothan, Alabama, enters into a permit agreement with the Alabama Department of Transportation for the installation of fiber optic cable on the outside of Ross Clark Circle, from South Park Avenue to West Carroll Street in Dothan, AL., which said agreement follows:

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

Project Number \_\_\_\_\_ Bond Number \_\_\_\_\_  
Permit Number \_\_\_\_\_ Bonding Agency \_\_\_\_\_  
Route Number \_\_\_\_\_ P.E. \_\_\_\_\_  
R.O.W. \_\_\_\_\_ Construction \_\_\_\_\_  
Location of Accommodation: Milepost \_\_\_\_\_ to \_\_\_\_\_ Utilities \_\_\_\_\_

THIS AGREEMENT is entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and **CITY OF DOTHAN** \_\_\_\_\_ a Utility hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way in HOUSTON County, Alabama consisting approximately of the following:  
Installing fiber optic cable on the outside of Ross Clark Cir. from South Park Ave. to West Carroll St.  
Fiber will be run to the W Carroll Substation from the South Park fiber building to allow for  
communications.  
\_\_\_\_\_ ; and

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

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

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

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

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

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

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

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

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

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

12. The APPLICANT will file with ALDOT an acceptable certified check or bond in the penal amount of \$ 75,000 (Bond Number: 106018742) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 9. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by ALDOT as a result of the bond, will be applied to complete and fulfill the permit contract terms. In the instance that ALDOT determines a bond on record is necessary, the APPLICANT shall provide such bond to ALDOT. The bond amount shall be determined by ALDOT.

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

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

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

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

\_\_\_\_\_ If the applicant is county government then:

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

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

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

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

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

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

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

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

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

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

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

19. The APPLICANT stipulates that the specific use of these facilities located upon public right-of-way is **to provide communications to the City of Dothan W Carroll Substation.**

---

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



Replaces Bond 106018742  
Executed 3/10/2014

**BOND  
FOR PERFORMANCE OF THE WORK**

STATE OF ALABAMA  
MONTGOMERY COUNTY

PERMIT NUMBER: \_\_\_\_\_  
BOND NUMBER: 106018742

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

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

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

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

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

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

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

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

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

ATTEST: [Signature]  
(Name and Title)

[Signature]  
(Signature of Applicant Official)

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

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

City of Dothan  
Legal Name of Applicant (Company) as Principal  
P O Box 2128, 126 N. Saint Andrews St., Dothan, AL  
Address  
334-615-3400  
Contact Number

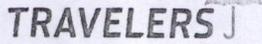
By: [Signature]  
Attorney in Fact - for Surety  
Benjamin D. Slingluff

NOTICE TO ALABAMA RESIDENT AGENT

Countersigned by Alabama  
Resident Agent for Surety:  
Benjamin D. Slingluff  
Name  
Slingluff United Insurance  
Address  
P O Box 6947, Dothan, AL 36302

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

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



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 228501

Certificate No. 006275775

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

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

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

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

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

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



State of Connecticut
City of Hartford ss.

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

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

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



[Signature]
Marie C. Tetreault, Notary Public

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

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

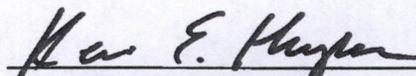
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is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

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

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

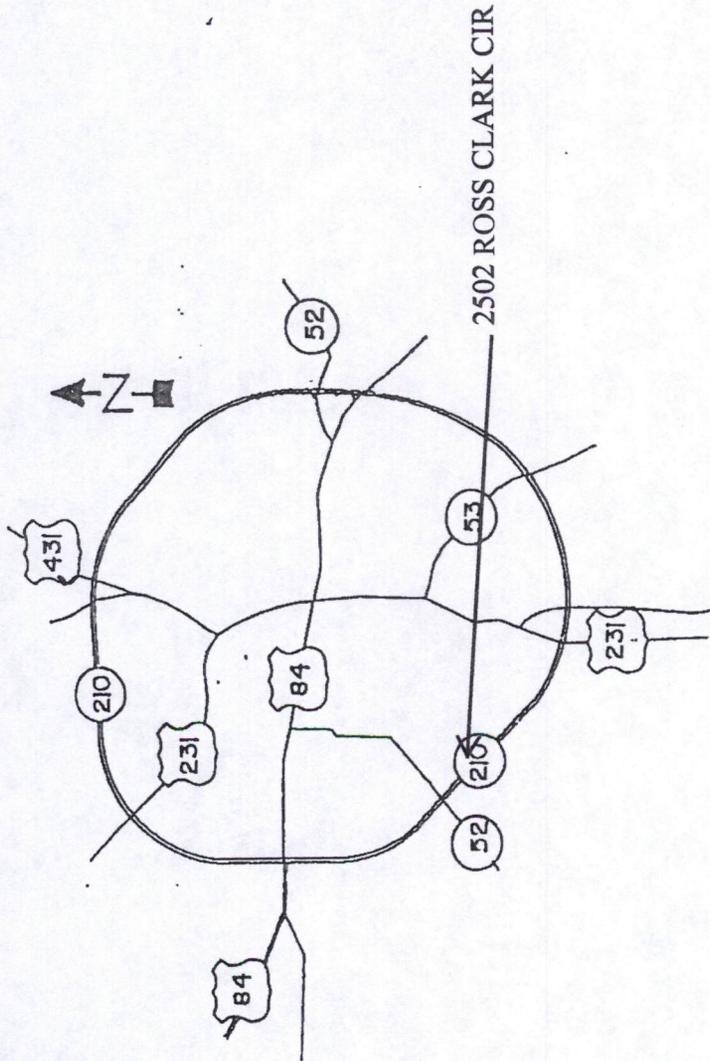
I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers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

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

  
Kevin E. Hughes, Assistant Secretary



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



REVISIONS		ENGINEER	DRAWN BY	DATE

ELECTRICAL DEPARTMENT		CITY OF DOTHAN, ALABAMA	
ELECTRICAL LAYOUT			
(2502 ROSS CLARK CIR)		AL HWY 210	
W.D. #	ENGINEER	DATE	POST PRI
	MBW		<input type="checkbox"/>
L & V No.	DRAWN BY		POST SEC 1
			<input type="checkbox"/>
DATE	SCALE		MAP #
			FILE #
			<input type="checkbox"/>

**Resolution No.** \_\_\_\_\_ Entering into an agreement with Alabama Department of Transportation continued.

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

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

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

RESOLUTION NO. 2016-\_\_\_\_\_

**WHEREAS**, as a recipient of Community Development Block Grant funding through the U.S. Department of Housing and Urban Development, the City of Dothan is required to complete an Analysis of Impediments to Fair Housing Choice study at the beginning of each Consolidated Planning period; and

**WHEREAS**, the Analysis of Impediments to Fair Housing Choice will serve as a basis for fair housing planning, to provide objective, independent baseline information to policy makers, administrative staff, housing providers, lenders, fair housing advocates, and to assist in building support for fair housing efforts.

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

**SECTION 1.** That the City of Dothan enters into an agreement with Mosaic Community Planning, LLC, to prepare a Fair Housing Plan: Analysis of Impediments to Fair Housing Choice at a cost of \$21,500.00, which said agreement follows:



## AGREEMENT

Consultant Agreement  
Between Mosaic Community Planning, LLC and  
The City of Dothan, Alabama for an

### ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

---

This is to confirm that **Mosaic Community Planning, LLC** (hereinafter "Mosaic") has agreed to provide consulting services to the **City of Dothan, Alabama** (hereinafter "Client") as provided within the proposal by Mosaic dated February 25, 2016 (see attached proposal) and incorporated herein by reference.

In consideration of the promises and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

#### I. COMPENSATION

Mosaic shall provide the services outlined in the above-mentioned proposal for a fee of **Twenty-One Thousand, Five Hundred Dollars and Zero Cents (\$21,500.00)**. This fee includes all expenses incurred by Mosaic, including personnel, travel, printing, and other costs.

The Client agrees to pay Mosaic in monthly installments based on the percentage of work complete following Client's receipt of a detailed invoice from Mosaic requesting payment. Payment of invoices shall be due within 30 days of Mosaic's submission to the Client.

#### II. TIME SCHEDULE

Work on this assignment will begin within **7 days of receipt of an executed contract**. Mosaic will complete the scope of work outlined in the above-mentioned proposal by **July 21, 2016**. Interim project milestones and deliverables are outlined in the Proposed Timeline contained in Mosaic's proposal and incorporated herein by reference.

#### III. TERMS FOR COMPLETION OF SCOPE OF WORK

A final document entitled "Analysis of Impediments to Fair Housing Choice" will be completed by Mosaic. Submission of the final document to the Client will include one (1) original "camera ready" copy, four (4) additional bound copies, and electronic copies in PDF and Microsoft Word formats.

#### IV. OWNERSHIP OF FINAL DOCUMENTS

Following delivery of the final document by Mosaic, the document will become the property of the Client. Accordingly, the Client as owner of the document will have the right to duplicate the master copy.

#### V. TERMINATION FOR CAUSE

This Agreement may be terminated for cause by either party upon written notice if the other party breaches any of its obligations hereunder and the breaching party fails to cure such breach within thirty

(30) days after receipt of such written notice. Such termination shall be without prejudice to any of the Client's or Mosaic's rights or remedies by law.

**VI. TERMINATION FOR CONVENIENCE**

This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other. In the event of termination of this Agreement, Mosaic will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated upon a signed statement of completion submitted by Mosaic who will itemize each element of the performance.

**VII. ASSIGNMENT**

Mosaic shall not assign or subcontract, in whole or in part, its rights or obligations pursuant to this Agreement, or any monies due to become due hereunder, without prior written consent of the Client.

**VIII. RESOLUTION OF DISPUTES**

Any action concerning a breach of this agreement shall be resolved pursuant to the laws of the State of Alabama with venue in Houston County, Alabama.

**IX. AGREEMENT**

Mosaic will base its conclusions and recommendations on estimates and assumptions developed in connection with this assignment. To the fullest extent possible, the analyses will be based on U.S. Census and regional planning agency data. Estimates prepared by Mosaic will conform to accepted standards of professional practice. By executing this Agreement, the Client acknowledges that it has fully read the Agreement and that it fully understands and agrees to all terms and conditions expressed herein.

**AGREEMENT:**

The undersigned signators hereto represent that they have authority to represent and bind the respective parties which they purport to represent.

**MOSAIC COMMUNITY PLANNING, LLC**

**CITY OF DOTHAN, ALABAMA**

Melissa M. Mailoux  
Signature

\_\_\_\_\_  
Signature

Principal & Partner  
Title

\_\_\_\_\_  
Title

3/7/2016  
Date

\_\_\_\_\_  
Date

Res. No. \_\_\_\_\_ entering into an agreement with Mosaic Community Planning, LLC, continued.

**SECTION 2.** That the sum of \$21,500.00 be appropriated in FY 2016 to the General Fund/Planning and Development/Other Services & Charges/Professional Services, Account Number 001-2735-527.30-42, Project #CD1501, for the provision of consultant services for the City of Dothan under the Community Development Block Grant 2015 Annual Action Plan No. B-15-MC-01-0010. This appropriation is to be funded by increasing the General Fund/Intergovernment Revenue/Grant Revenues/Community Development Funds, Account Number 001-0000-331.47-00, Project #CD1501, by the sum of \$21,500.00 in FY 2016.

**SECTION 3.** That Mike Schmitz, in his capacity as Mayor, is hereby authorized and directed to execute said agreement on behalf of the City of Dothan.

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

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

**ATTEST:**

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

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

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

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

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

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

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

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

**WHEREAS**, the City of Dothan desires to remediate the space occupied by personnel along with storage and usable space at the Central Fire Station #1; and

**WHEREAS**, the City contracted with Aire Diagnostics, Inc. for assessment of the fire station and developing the scope of work for said remediation; and

**WHEREAS**, bids were received for the project on March 29, 2016; and

**WHEREAS**, Bill Lunsford Construction & Development, Inc. of Northport, AL submitted the lowest responsive bid in the amount of \$75,000.00; and

**WHEREAS**, upon reviewing of the bids received, staff recommends awarding the Microbial Remediation at Central Fire Station Project to Bill Lunsford Construction & Development, Inc.

**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 award the bid, enter into contract, issue a Notice to Proceed and other related documents to Bill Lunsford Construction & Development, Inc. for the Microbial Remediation at Central Fire Station Project in the amount of \$75,000.00, which said contract and bid tabulation follows:

**CONTRACT FORM**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by  
and between City of Dothan, Alabama, herein called "Owner", acting herein through  
(Corporate Name of Owner)  
its Mayor, and Bill Lunsford Construction & Development, Inc.  
(Title of Authorized Official) (Corporation)  
of Northport County of Tuscaloosa, 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:

**Microbial Remediation at Central Fire Station  
510 Columbia Highway  
Dothan, Alabama 36301**

hereinafter called the "Project", for the sum of seventy-five thousand and no/100 Dollars (\$ 75,000.00 ), 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 General 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 30 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$ 100.00 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) copies, 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)

\_\_\_\_\_  
(Contractor)

(Seal)  
\_\_\_\_\_  
(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.** \_\_\_\_\_ Awarding the bid, entering into contract, issuing a Notice to Proceed and other related documents to Bill Lunsford Construction & Development, Inc. continued.

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

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

**Attest:**

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

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

\_\_\_\_\_  
**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 desires to renovate the Central Fire Station #1 immediately after the station has been remediated; and

**WHEREAS**, the City entered into contract with Gosselin Design, LLC for architectural services for said renovation; and

**WHEREAS**, the City contracted with PEACH Engineering for engineering services for said renovation; and

**WHEREAS**, bids were received for the project on March 29, 2016; and

**WHEREAS**, Hollon Contracting, LLC of Dothan, AL submitted the lowest responsive bid in the amount of \$456,863.00; and

**WHEREAS**, upon reviewing of the bids received, Gosselin Design and PEACH Engineering recommends awarding the Renovations to Dothan Fire Department, Central Station Project to Hollon Contracting, LLC.

**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 award the bid, enter into contract, issue a Notice to Proceed and other related documents to Hollon Contracting, LLC for the Renovations to Dothan Fire Department, Central Station Project in the amount of \$456,863.00, which said contract and bid tabulation follows:

**CONTRACT FORM**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
and between City of Dothan, Alabama, herein called "Owner", acting herein through  
(Corporate Name of Owner)

its Mayor, and Hollon Contracting, LLC  
(Title of Authorized Official) (Corporation)

of Dothan County of 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:

**Renovations to Dothan Fire Department Central Station**

hereinafter called the "Project", for the sum of four hundred fifty-six thousand eight hundred sixty-three and no/100 Dollars (\$ 456,863.00 ), 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 Gosselin Design herein entitled the Architect.

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 150 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$ 100.00 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 five (5) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

\_\_\_\_\_  
Owner (*signature*)

\_\_\_\_\_  
Contractor (*signature*)

\_\_\_\_\_  
(*printed name and title*)

\_\_\_\_\_  
(*printed name and title*)



**Res. No.** \_\_\_\_\_ Awarding the bid, entering into contract, issuing a Notice to Proceed and other related documents to Hollon Contracting, LLC continued.

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

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

**Attest:**

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

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

\_\_\_\_\_  
**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 2016 and 2017 Fiscal Year Budgets were approved by Resolution No. 2015-260 and requires that budget changes be approved by the Board of Commissioners; and

**WHEREAS**, the City of Dothan entered into an Administrative Order on Consent with the U.S. Environmental Protection Agency Region IV relating to the operation and maintenance of its publicly owned treatment works (POTW) including the Wastewater, Collection and Transmission System (WCTS) on July 25, 2012; and

**WHEREAS**, The Administrative Order on Consent required the City to perform a Self-Assessment of the City's Capacity, Management, Operation and Maintenance (CMOM) programs; and

**WHEREAS**, As a result of this assessment and the development of AOC preventive maintenance programs by Barge, Waggoner, Sumner & Cannon, Inc., several staffing and equipment needs have been identified that the City will need to implement to satisfy the terms of the Administrative Order on Consent; and

**WHEREAS**, One staffing requirement is the addition of a Closed Circuit Televised Video (CCTV) crew which consists of a Sewer Test and Seal Operator position (Pay Grade 47; \$35,984.00-\$55,078.40) and a Maintenance/Construction Worker position (Pay Grade 37; \$28,080.00-\$42,931.20).

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

**Section 1.** That the following accounts in the 2016 and 2017 Fiscal Year Budgets are hereby amended as follows:

		<u>Fiscal Year</u> <u>2016</u>	<u>Fiscal Year</u> <u>2017</u>
401-0000-391.01-00	Utilization of Fund Balance	\$ 42,677.00	\$ 101,147.00
401-8415-584-10-11	Salaries & Wages	\$ 27,104.00	\$ 64,064.00
401-8415-584-10-13	FICA	2,074.00	4,901.00
401-8415-584-10-15	Retirement	5,690.00	13,447.00
401-8415-584-10-16	Insurance	7,770.00	18,648.00
401-8415-584-10-18	Federal Unemployment	17.00	39.00
401-8415-584-10-19	Employee Assistance Program	22.00	48.00
Estimated Appropriations		<u>\$ 42,677.00</u>	<u>\$ 101,147.00</u>

**Section 2.** That the Finance Director is hereby authorized and directed to make the said budget changes.

**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 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**  
**April 5, 2016**  
**EXHIBIT "A"**  
**BIDS**

DEPARTMENT	BID#	#ITB <sup>3</sup>	ITEM	VENDOR	AMOUNT
Public Works Environmental	14-099	41	<b>95 Gallon Schaefer Refuse Container:</b> Quantity 1,098, Unit Price: <u>\$48.87</u> <b>Parts: Lids, Lid Axles, End Caps, Etc.</b> <i>Quantity 55 Each Type, No charge</i> <b>Wheels:</b> <i>Quantity 110, No Charge</i> Additional Purchases on Previously Awarded Bid All quantities are more or less.	Schaefer Systems, Inc. Charlotte, NC.	\$ 53,659.26 in Description

**OTHER PURCHASES over \$15,000**

DEPARTMENT	ITEM	VENDOR	AMOUNT
Administration City Clerk for School Fund	<b>City of Dothan Tobacco Tax Cigarette</b> <b>Stamps:</b> Sole Source Provider 12 Cases of Generic Stamps 300 Rolls of 30,000 Stamps <u>\$3.92</u> per Thousand Stamps	Meyercord Revenue, Inc. Carol Stream, IL.	\$ 35,280.00
Administration Legal	<b>Professional Legal Services</b> through 1/31/16 Claim Number 2003124, ReaMonica Carney v City of Dothan <sup>1</sup>	Maynard, Cooper & Gale, Birmingham, AL	\$ 3,826.35
Dothan Utilities Waste Water Treatment	<b>30 Cubic Yard Spectrum Turbo Phase</b> <b>Separator Dewatering Container:</b> Sole Source Provider Quantity 1	Spectrum Water Technology Livingston, LA.	\$ 27,445.00
Information Technology For Police	<b>Maintenance Crimes Management NAVI-</b> <b>Jails Base Application, Qrep<sup>2</sup> Catalogs for</b> <b>C3, CC, JA Field Interview, Field Arrest,</b> <b>Alabama Form, Quatred Mobile Bar Code</b> <b>Interface:</b> Sole Source Provider SunGard Products <sup>2</sup>	SunGard Public Sector Lake Mary, FL.	\$ 16,580.20



**CITY OF DOTHAN, ALABAMA**  
**April 5, 2016**  
**OTHER PURCHASES over \$15,000 (continued)**

DEPARTMENT	ITEM	VENDOR	AMOUNT
Public Works Environmental Services	<b>Recycling of Household Products for the Dothan Area:</b> White goods are not included. Estimated Costs for Remainder of Fiscal Year 2016, Sole Source Provider	Waste Recycling Inc. Midland City, AL.	\$ 75,000.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
Police Electronic Maintenance Division For Citywide Use	<b>Motorola Radio Batteries:</b> State of Alabama Contract T300  <b>Battery NTN9858C Impres NMH2100mAH:</b> Unit Price: <u>\$67.20</u> , Quantity 200, Total <u>\$13,440.00</u>  <b>Battery NNTN7554B Radio Impres IP67 21002100mAH:</b> Unit Price <u>\$76.20</u> , Quantity 400, Total <u>\$30,480.00</u>	Motorola Solutions Atlanta, GA.	\$ 43,920.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
Information Technology For Police	<b>Mobile Data Terminals (MDTs) for Police Cars:</b> <b>Lifebook T725:</b> Unit Price: <u>\$2,146.84</u> , Quantity 35, Total Price: <u>\$75,139.40</u> Unit price includes shipping.  <b>Custom Locking Mount Adapter Plate with Ball, Includes Port Replicator Dock:</b> Unit Price: <u>\$483.00</u> , Quantity 35, Total Price: <u>\$16,905.00</u>  <b>Shipping for Locking Mount Adaptors:</b> Total Price: <u>\$300.00</u> State of Alabama Contract T-532/#401256	Pinnacle Networx Wetumpka, AL.	\$ 92,344.40



CITY OF DOTHAN, ALABAMA

April 5, 2016

EXHIBIT "A"

OTHER PURCHASES over \$15,000 (continued)

DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services For Police	<b>Purchase of Vehicles off State of Alabama Contract T191L</b> , Number 4013371, Line 9  <b>2016 Dodge Charger</b> , Unit Price: <u>\$21,970.30</u> ,  Quantity 3 (or more), Total: <u>\$65,910.90</u>  <b>2016 Dodge Durango</b> Unit Price: <u>\$24,939.17</u> Quantity 1 (or more), Total <u>\$24,939.17</u> Replacing Vehicle Numbers 6750, 6011,6007 and 6005	Opelika Chrysler, Dodge, Jeep, Ram  Opelika, AL.	\$ 90,850.07

Notes:

<sup>1</sup> Legal expenses have exceeded \$15,000 for this case.

<sup>2</sup> Qrep is an application that allows for the information in the jail and crimes databases to be searched and displayed in a variety of ways. This is the last payment for SunGard Public Safety software. Those functions will now be taken care of by Southern Software and Firehouse.

<sup>3</sup> ITB-Invitation to Bid

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

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

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

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

\_\_\_\_\_  
**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>
Kayla Owens Sandi Jarrett	2016 International Conference Association of Public Safety Communication Officials (APCO) Orlando, FL	\$2,218.15
Bryan Tate	Domestic Violence Seminar Birmingham, AL	\$ 664.96
Stephanie Wingfield Nicole Norton Jerry Moore Lorena Guttowsky	ARPA Creative Camp Mentone, AL	\$ 755.00
Mark Nelms Ray Mock Robert Cole Matthew Krabbe Timothy Traynham	ANOA Conference Orange Beach, AL	\$ 2,662.54
Jason Miller	2016 Regional Seminars for Municipal Court Officials Mobile, AL	\$ 505.00
Brad Hughes Frank Hayes	53 <sup>rd</sup> Annual Educational Conference AAPGMI Auburn, AL	\$ 673.12

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

**RIGHT-OF-WAY DEED FOR PUBLIC ROAD**

**THE STATE OF ALABAMA, HOUSTON COUNTY**

KNOW ALL MEN BY THESE PRESENTS, THAT We, First Free Will Baptist Church, a Corporation, the owners of the hereinafter described real estate, for and in consideration of One Dollar (\$1.00) 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 the said City of Dothan, Alabama, the following property for Right of Way for a Public street or road and being more particularly described as follows:

**A triangular shaped parcel of land being more particularly described as follows: Commencing at an existing iron pin (EIP) at the intersection of the West Right of Way (ROW) of Leslie Drive (ROW Varies) and the East ROW of Honeysuckle Road (60' ROW), said point being the South property corner of Grantor's property as recorded in Deed Book 238 at page 759 in the Office of the Judge of Probate, Houston County, Alabama; thence along said East ROW North 41°21'28" West a distance of 316.42 feet to an EIP; thence North 45°26'40" West a distance of 225.42 feet to an EIP; thence North 43°15'47" West 487.36 feet to the Point of Beginning and a set concrete monument (marked CITY OF DOTHAN); thence North 43°15'47" West a distance of 50.87 feet to the existing intersection of the East ROW of Honeysuckle Road (60' ROW) and the South ROW of Timbers Drive (60' ROW); thence along the South ROW of Timbers Drive North 83°18'40" East a distance of 41.50 feet to a set concrete marker (marked CITY OF DOTHAN); thence departing aforementioned South ROW South 08°38'01" West a distance of 42.36 feet the Point of Beginning.**

Said ROW is located in Section 34, T3N, R26E in Dothan, Houston County, Alabama containing 0.02 acres, more or less.

The City of Dothan agrees to work with the grantor on landscaping around the relocated sign.

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

IN WITNESS WHEREOF, We, First Free Will Baptist Church, hereunto set our hands and seal this 25th day of March, 2016.

Bobby F. Jackson (L. S.)

Official Title  
Chairman of Trustees

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

I Rose Jackson Shelley, a Notary Public in and for said County in said State hereby certify that Bobby F JACKSON, whose name as Chairman of Trustees of First Free Will Baptist Church a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance has, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 25th day of March, 2016.

Rose Jackson Shelley  
Notary Public  
My Commission Expires 9-30-18

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