

**AGENDA
CITY COMMISSION MEETING
DOTHAN, ALABAMA
10:00 A.M., May 3, 2016**

1. **Invocation: Pastor Debra Beyah – Mt. Olive Christian Fellowship Church**
2. **Pledge of Allegiance: Commissioner Ferguson**
3. **Roll Call:
Schmitz__Dorsey__Newsome__Kirkland__Ferguson__Kenward__Crutchfield__**
4. **Approval of Previous Minutes:**
 - Minutes of Meeting of April 19, 2016.
5. **Communications from Mayor and City Commissioners:**
 - Proclamation – “Small Business Week” – Hayden Camp and Steve Turkoski, Dothan Area Chamber of Commerce.Documents: [proclamation small business week.pdf](#)
6. **Communications from City Manager:**
 - Recognition – City of Dothan – Gold Award, Risk Management – Trampas Gougler.
7. **Communications from City Clerk:**
 - Application for a Lounge Retail Liquor License – Class I (on or off premise) for Love Lounge, 3803 Ross Clark Circle, Suite 3, by Andre Barber.Documents: [lounge retail liquor license love lounge.pdf](#)
8. **Public Hearing regarding the abatement and removal of noxious or dangerous weeds.**
Documents: [weed abatement ph pics.pdf](#)
9. **Public Hearing regarding the demolition and removal of unsafe structures.**
Documents: [demolition ph pics.pdf](#)
10. **Ord. No._____Rezoning property owned by L.F. Andrews located in the 2500 block of Westgate Parkway from R-4 (Residential, Attached, High Density) District to B-3 (Local Shopping) District.**
Documents: [rezoning lf andrews.pdf](#)
11. **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 ordering that the properties be abated.**
Documents: [weed abatement.pdf](#)
12. **Res. No._____Declaring certain properties as creating a nuisance, constituting**

a hazard to the public health, safety and convenience of the citizens and authorizing the demolition and removal of said properties.

Documents: [demolition and removal of unsafe structure.pdf](#)

13. **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 June 7, 2016.**

Documents: [weed abatement setting ph.pdf](#)

14. **Res. No. _____ Continuing the tax levied on property situated in the City of Dothan at the rate of five (5) mills upon each one dollar (\$1.00) of assessed value and fixing the compensation of the tax assessor and tax collector for collecting and assessing the tax.**

Documents: [tax levy.pdf](#)

15. **Res. No. _____ Awarding the bid, entering into a contract, and issuing a Notice of Award, Notice to Proceed and other related contract documents to Donald Smith Company for the refurbishment of Well Number 17 and Well Number 34 for the sum of \$288,846.00.**

Due to large volume, resolution and related documents can be viewed in the City Clerk's office.

Documents: [contract donald smith co well number 17.pdf](#)

16. **Res. No. _____ Submitting the 2015 Municipal Water Pollution Prevention Annual Reports for the City's three (3) wastewater treatment plants to the Alabama Department of Environmental Management.**

Due to large volume, resolution and related documents can be viewed in the City Clerk's office.

Documents: [2015 mwpp program report.pdf](#)

17. **Res. No. _____ Entering into a permit agreement with the Alabama Department of Transportation for installation of one tapping tee and valve on existing 12" water main and Ductile Iron pipe to the right-of-way for new subdivision located in Dothan, AL.**

Documents: [aldot permit agreement.pdf](#)

18. **Res. No. _____ Approval to renew an agreement with the Alabama Fire College and Personnel Standards Commission to be a designated Regional Training Center for the State of Alabama.**

Documents: [alabama fire college agreement.pdf](#)

19. **Res. No. _____ Entering into a lease agreement with Camp ASCCA (Alabama's Special Camp for Children and Adults) for lodging, programming and nursing services for special needs campers during period of May 24-27, 2016.**

Documents: [camp ascca lease agreement.pdf](#)

20. **Res. No. _____ Applying for and accepting funding in the amount of \$24,173.75 from the 2016 Bureau of Justice Bulletproof Vest Partnership to be used for the purchase of body armor, and appropriating funds for said grant.**

Documents: [bulletproof vest grant.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 right-of-way deed from The Broadway Group, LLC for a public road at 2757 Hartford Highway - Dollar General.**

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

24. **Acceptance of an easement from The Broadway Group, LLC for maintaining utilities at 2757 Hartford Highway - Dollar General.**

Documents: [easement broadway group.pdf](#)

25. **Adjournment.**

PROCLAMATION

WHEREAS, the small business owners in the City of Dothan, along with the small business owners throughout the area, actively perpetuate the open and competitive marketplace so vital to our free enterprise system; and

WHEREAS, small businesses are close to the American consumer, providing much of the goods and the majority of the services needed in our daily lives and creating two-thirds of all new jobs for workers; and

WHEREAS, local small business owners are recognized as leaders in the social and economic development of the City of Dothan; and

WHEREAS, small businesses are the source of many innovations in new products and merchandising.

NOW, THEREFORE, I, Albert Kirkland, Mayor Pro tem of the City of Dothan, do hereby declare May 9-13, 2016, as

"SMALL BUSINESS WEEK"

in the City of Dothan and call upon the Dothan Area Chamber of Commerce, industrial and commercial organizations, civic organizations, city officials, and other public and private organizations to participate in the week's activities, thereby assisting the local small business community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Dothan to be affixed the 3rd day of May, 2016.

SEAL



*Albert Kirkland
Mayor Pro tem*

Attest:

*Tammy Danner
City Clerk*

March 14, 2016

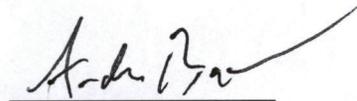
Board of City Commissioners
City of Dothan, Alabama
P.O. Box 2128
Dothan, Alabama 36302

Honorable Mayor and City Commission:

I respectfully submit my request for a Lounge Retail Liquor – Class I License for Love Lounge located at 3803 Ross Clark Circle; Suite 3, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

Sincerely,

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

Andre Barber

City of Dothan

Public Hearing for Weed Abatement May 3, 2016

Department of Planning and Development

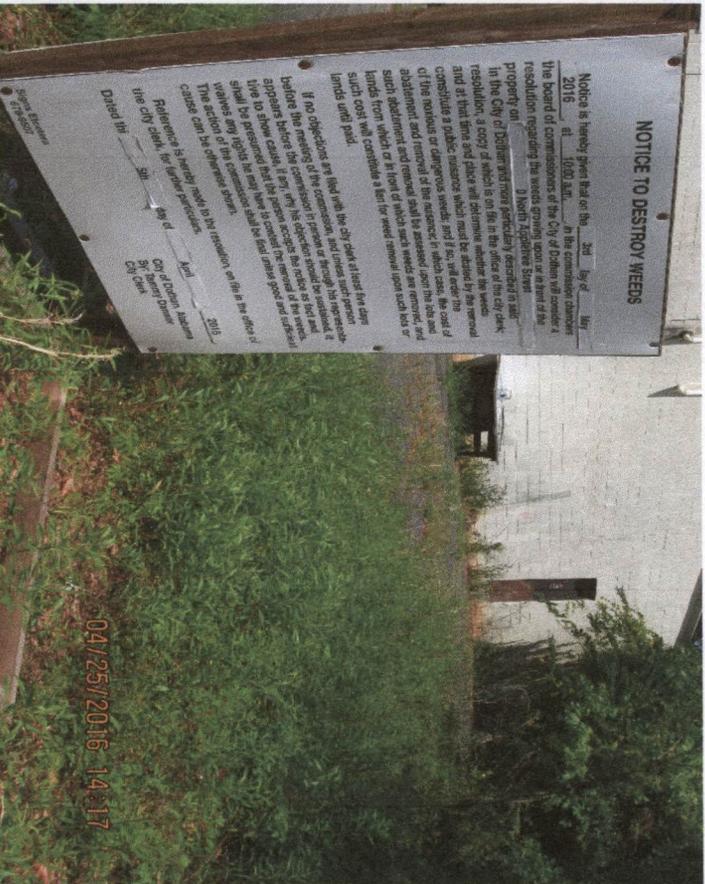


Weed Abatement 509 Montana St.





Weed Abatement 0 N. Appletree St., (Lot next to 408)



City of Dothan

Housing Abatement Hearing

... May 3, 2016...

*Department of Planning and Development
Todd L. McDonald, AICP, Director*

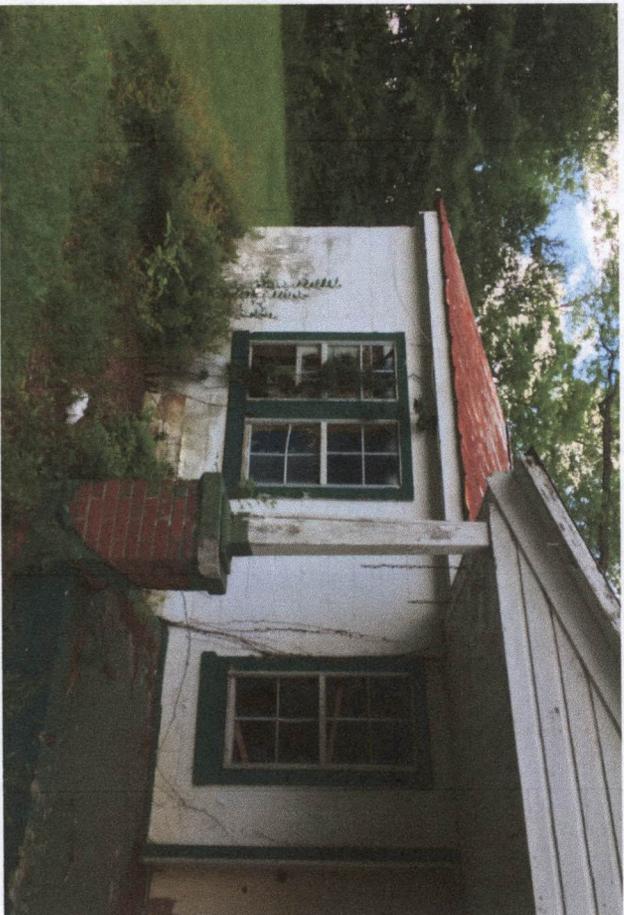


*Nuisance Abatement
.....310 Montana St.....*

- First reported as abandoned structure in QAlert on October 28, 2015.
- Verified Oct. 29, 2015.
- Notice of Violation sent by Building Code enforcement on November 2, 2015.
- Housing Code Abatement Board recommended demolition on Jan. 21, 2016.



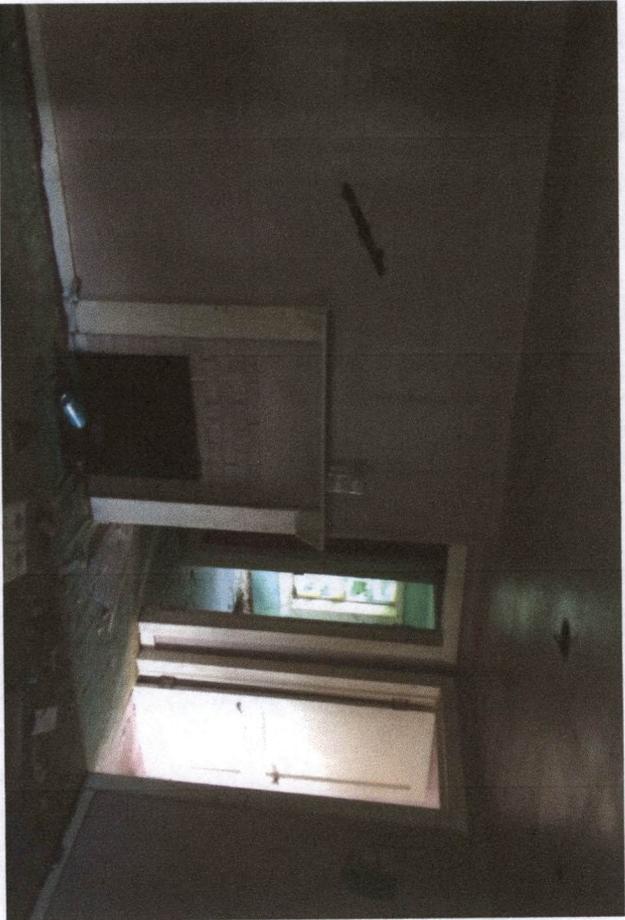
*Nuisance Abatement
.....310 Montana St....*



- **ABANDONED**
- **FLOOR COLLAPSE**
- **ELECTRICAL HAZARDS**
- **UNSECURED**
- **UNSAFE**
- **STRUCTURAL CRACKING**



*Nuisance Abatement
.....310 Montana St....*



➤ **ABANDONED**

➤ **ELECTRICAL HAZARDS**

➤ **FLOOR COLLAPSE**

➤ **BROKEN WINDOWS**

➤ **UNSAFE**

➤ **UNSANITARY**

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 March 16, 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 L. F. Andrews, now zoned R-4 District by Chapter 114 of the Code of Ordinances and shown on the Zoning Map of the City of Dothan, Alabama, is hereby rezoned and classified as B-3 District:

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

One parcel of land in the City of Dothan, Houston County, Alabama as surveyed by Branton Land Surveyors as per plat dated January 27, 2016 and being more particularly described as follows: COMMENCING at an existing concrete monument marking the Southeast corner of the SE1/4 of the NE1/4 of Section 3, T3N, R26E, Houston County, Alabama and from said point run N 01°24'23" E a distance of 747.33 feet to an existing iron pipe; thence run N 58°42'32" W a distance of 149.75 feet to an existing iron pipe and the POINT OF BEGINNING; thence run S 32°12'13" W a distance of 224.44 feet to an existing iron pipe; thence run N 72°04'32" W a distance of 179.81 feet to an existing iron rod; thence run N 18°00'08" E a distance of 180.01 feet to an existing iron rod; thence run N 72°04'04" W a distance of 300.02 feet to an existing iron rod on the Easterly R/W of Westgate Parkway (R/W Varies); thence run N 17°55'56" E along said R/W a distance of 156.85 feet to an existing concrete monument; thence run S 59°29'38" E a distance of 548.08 feet to the POINT OF BEGINNING. Said parcel being located in the SE1/4 of the NE1/4 of Section 3, T3N, R26E, Houston County, Alabama, and contains 2.027 acres, more or less.

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__.

Mayor

ATTEST:

Tammy Danner, City Clerk

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

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

Tammy Danner, City Clerk

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

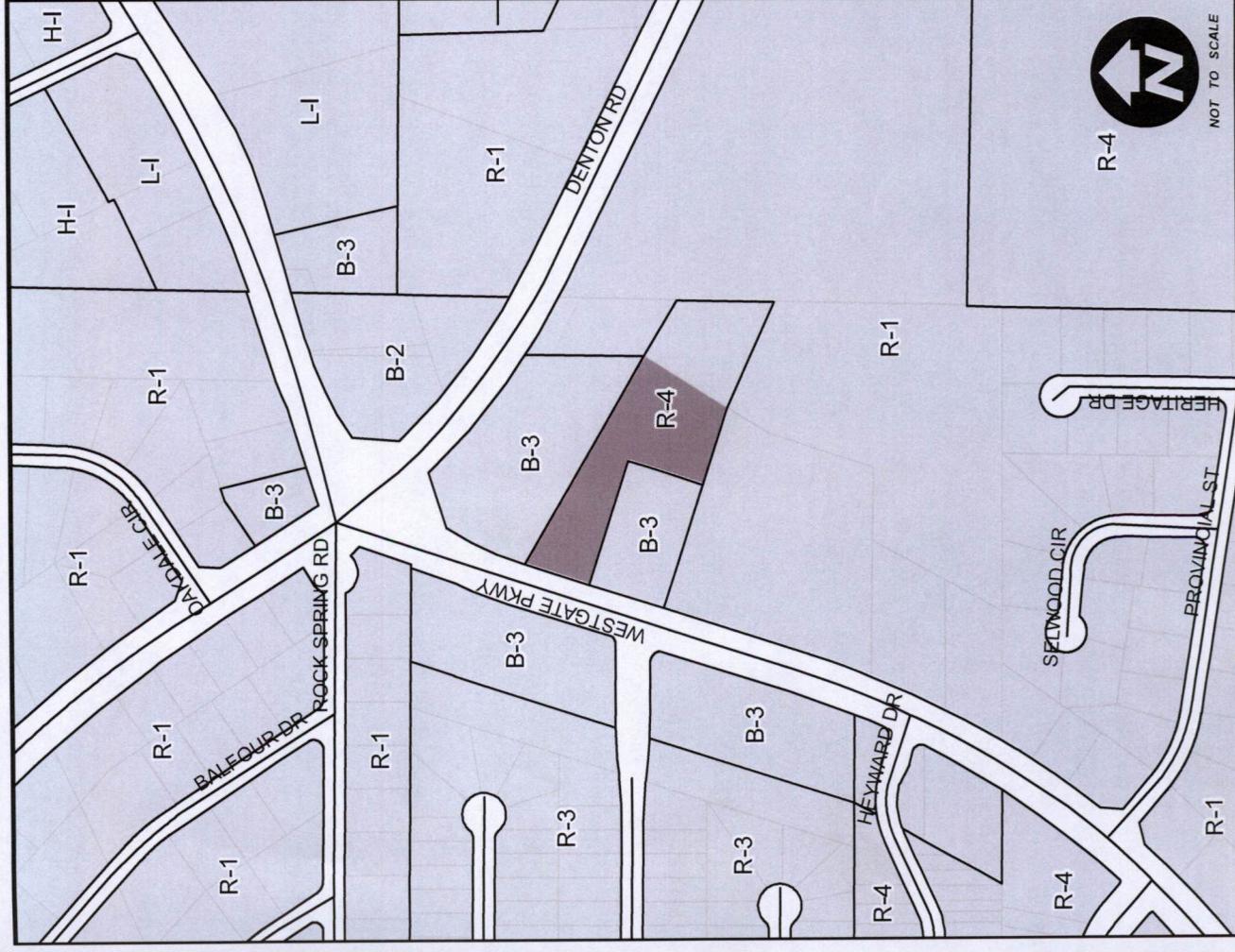
Tammy Danner, City Clerk

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

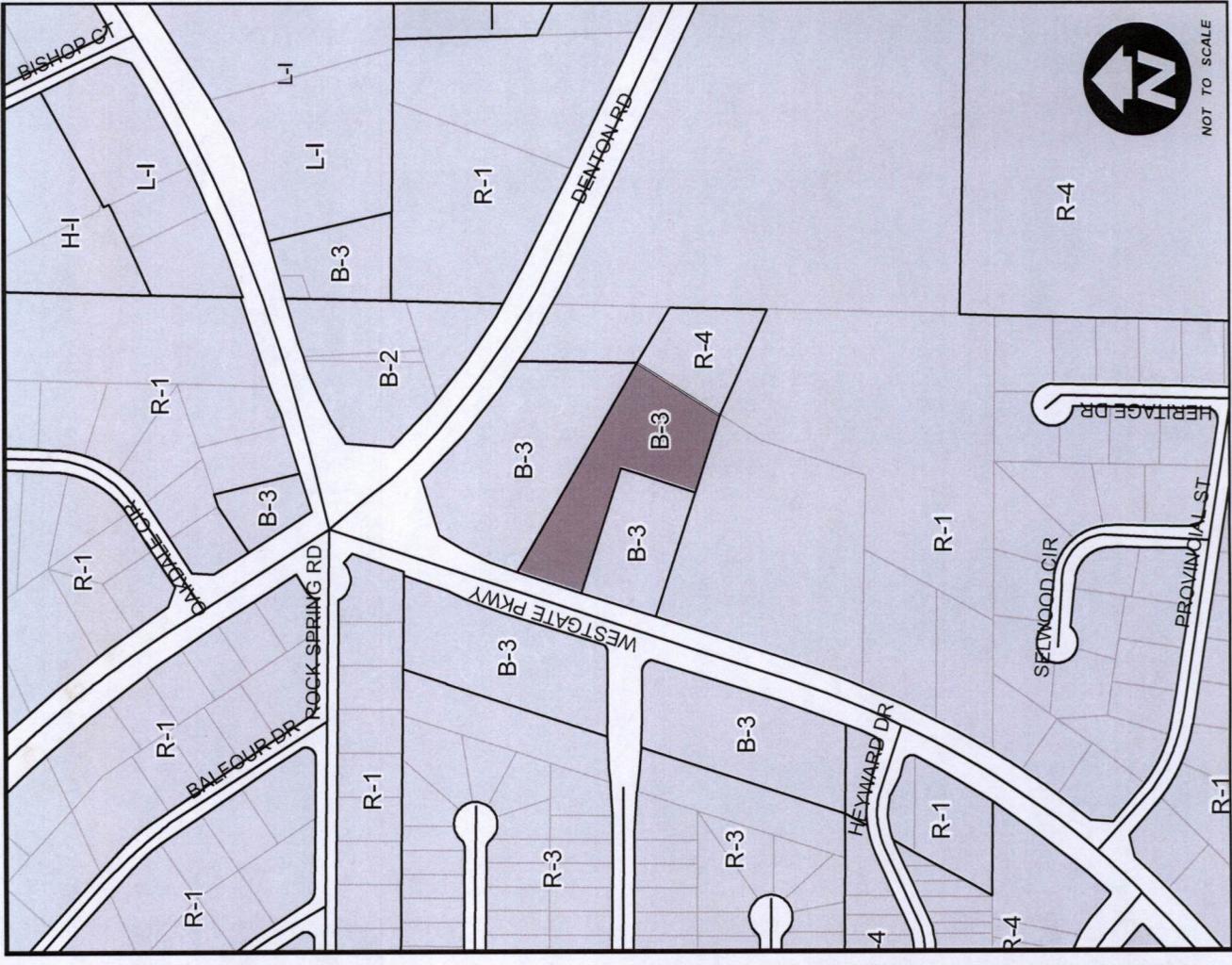
Tammy Danner, City Clerk

Rezoning: North of 2518 Westgate Parkway

Current Zoning - R-A: Residential
Multifamily, High Density (8+ units)



Proposed Zoning
B-3: Local Shopping





PLANNING COMMISSION
STAFF REPORT – March 16, 2016 MEETING
CASE NUMBER: RZ-16-0045
Case Manager: Frank G. Breaux, AICP

Summary of Information:

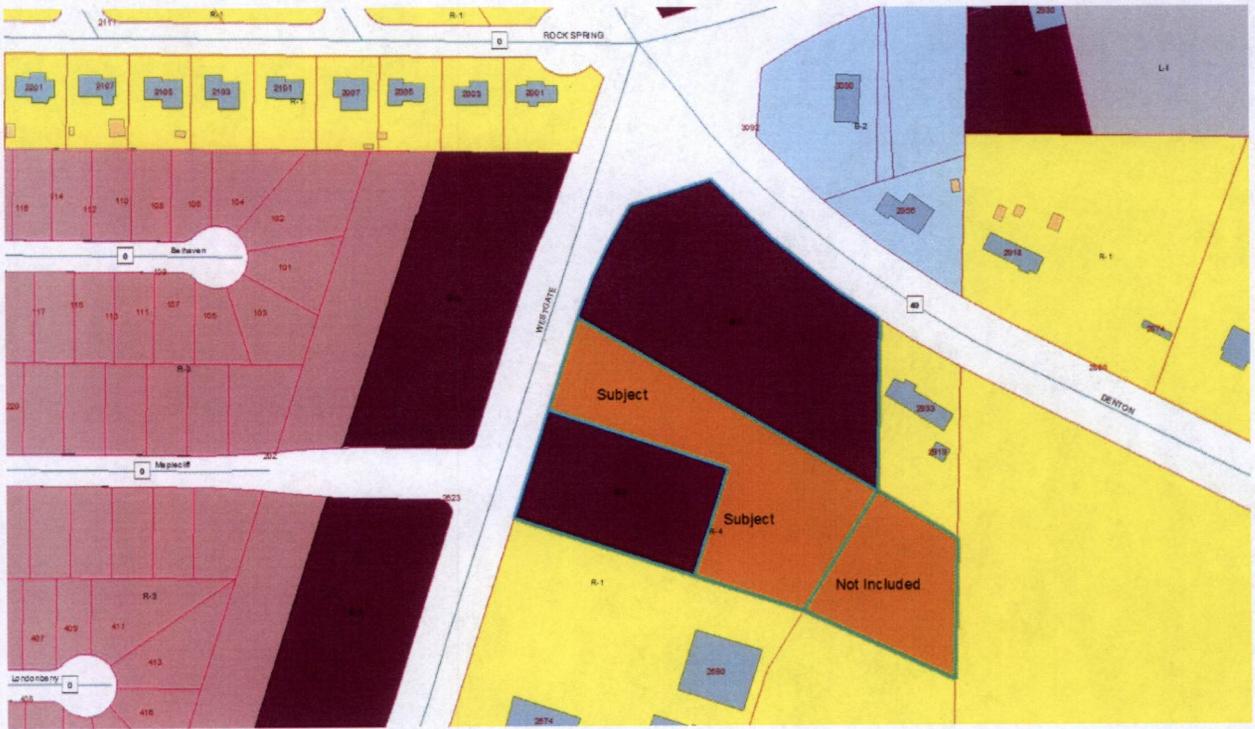
Property Location:	East side of Westgate Parkway between Maplecliff Drive & Denton Road
Requested Action:	Rezoning from R-4 to B-3
Applicant:	Riley Andrews
Property Owner:	Estate of L. F. Andrews

Zoning/Land Use:

EXISTING LAND USE - SUBJECT	VACANT
EXISTING LAND USE - NORTH	VACANT
EXISTING LAND USE - SOUTH	VACANT (DOLLAR GENERAL PROPOSED)
EXISTING LAND USE - EAST	VACANT
EXISTING LAND USE - WEST	VACANT
ZONING DISTRICT - SUBJECT	R-4 (HIGH DENSITY ATTACHED MULTI-FAMILY)
ZONING DISTRICT - NORTH	B-3 (LOCAL SHOPPING)
ZONING DISTRICT - SOUTH	R-1 (LOW DENSITH SINGLE-FAMILY) & B-3
ZONING DISTRICT - EAST	R-4
ZONING DISTRICT - WEST	B-3
PROPOSED ZONING - SUBJECT	B-3 (LOCAL SHOPPING)

ARTICLE VII. - CLASSIFICATION AND ESTABLISHMENT OF USES

B-3, Local shopping. The B-3 district is intended to serve as a transitional district between commercial districts and residential districts. It is designed for local retail and personal services of limited size and service that provide for the regular needs and convenience of those residing in the adjacent residential neighborhoods. These are generally small in area and contain businesses that deal in "convenience goods" such as groceries, prescription drugs, and household supplies, and the furnishing of personal services. It is intended that local shopping uses be developed as a unit with adequate off-street parking for customers and employees and with appropriate landscaping and screening and are therefore subject to the development plan regulations. Development or redevelopment of these areas is subject to all regulations as established in article V, development plans.

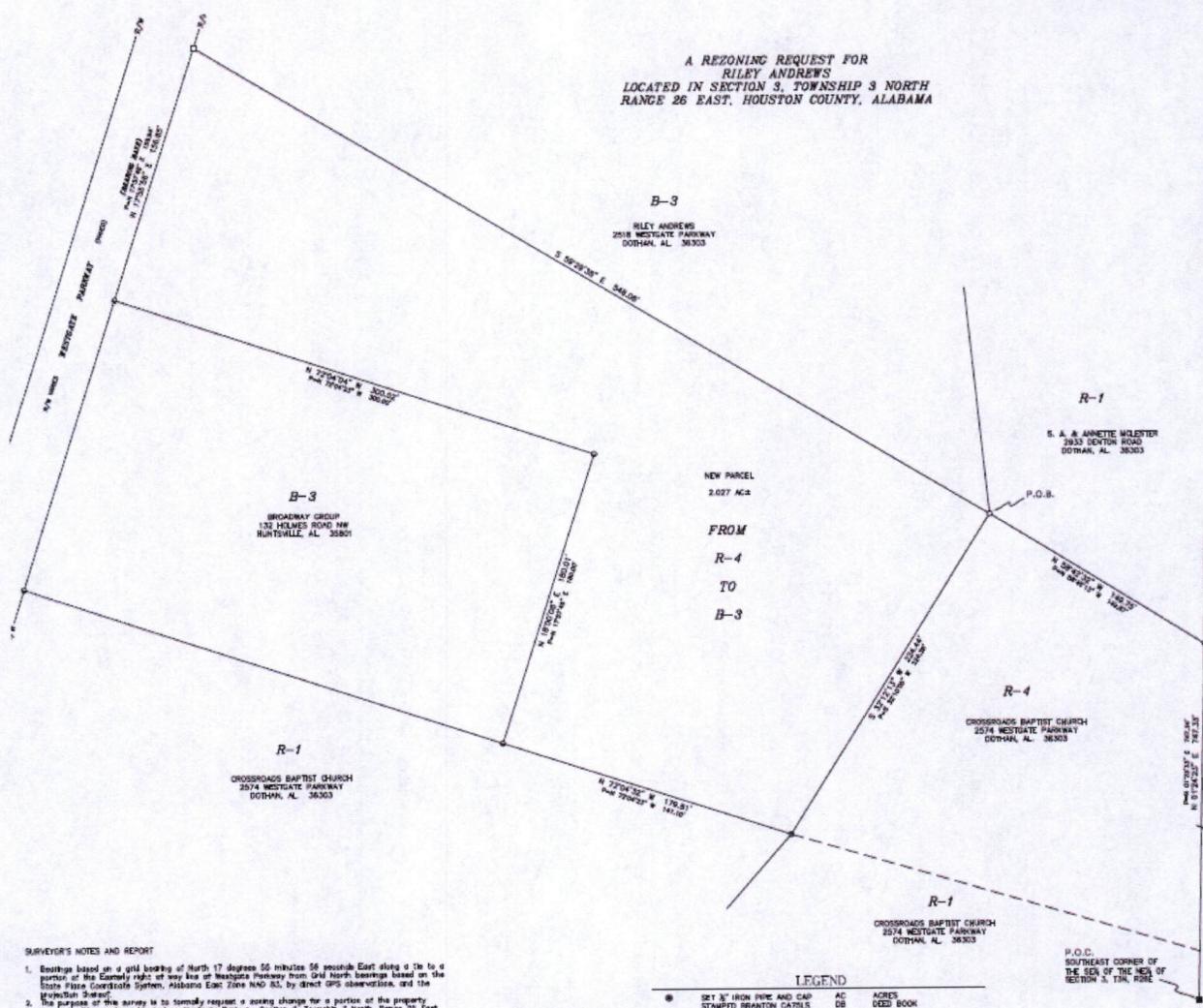


VICINITY



AERIAL

A REZONING REQUEST FOR
 RILEY ANDREWS
 LOCATED IN SECTION 3, TOWNSHIP 3 NORTH
 RANGE 26 EAST, HOUSTON COUNTY, ALABAMA



SURVEYOR'S NOTES AND REPORT

1. Bearings based on a grid bearing of North 17 degrees 55 minutes 56 seconds East along a tie to a portion of the County right of way line at Westgate Parkway from GRI North bearing based on the State Plane Coordinate System, Alabama East Zone 140-81, by direct GPS observations, and the National Grid.
2. The purpose of this survey is to formally request a zoning change for a portion of the property owned by Riley Andrews located on Westgate Parkway, Section 3, Township 3 North, Range 26 East.

LEGEND

● SET 3" IRON PIPE AND CAP AC DB
 STAMPED BRANTON CATZIS AC DB
 ACRES DEED BOOK

SURVEY

General Discussion: The subject property is 2.027 acres in size and wraps around a recently created B-3 zoned property that is proposed to be developed as a Dollar General Store. The acreage is part of a larger parcel that has split zoning (R-4 & B-3). The referenced Dollar General parcel was also recently split from the parent parcel and a site plan has been approved for its construction by the Planning Commission.

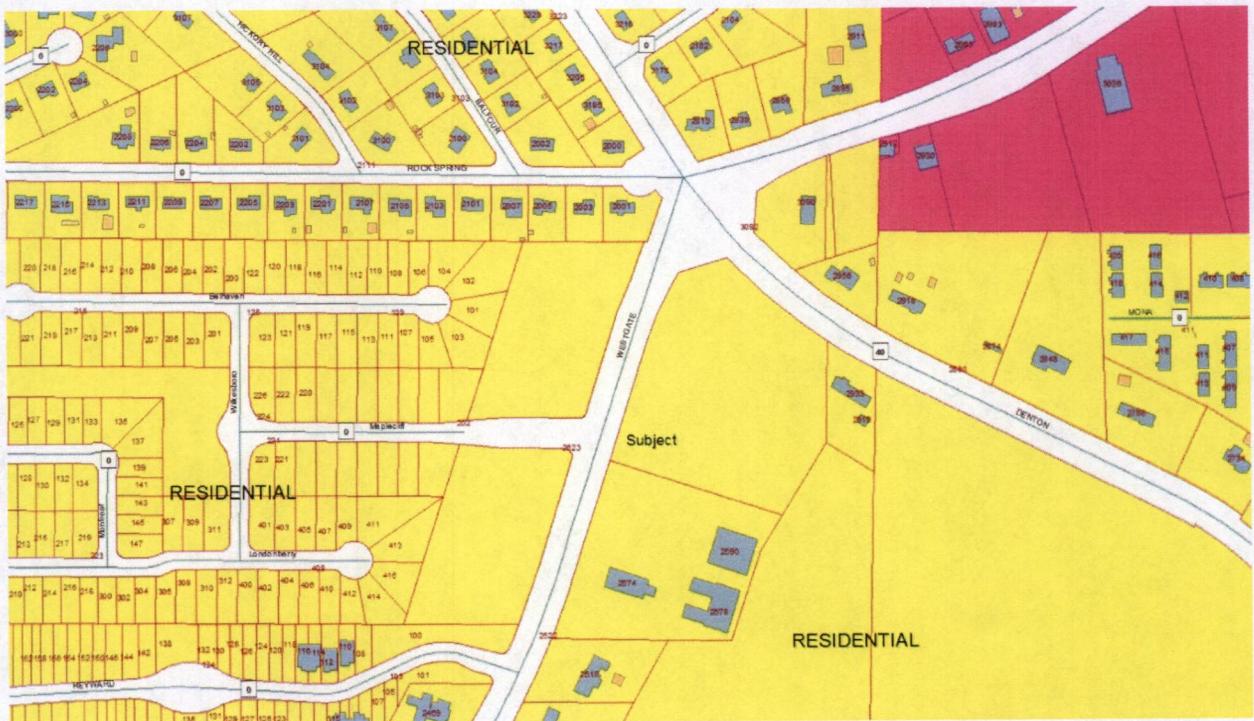
Findings of Fact:

- The proposed lot is contiguous to B-3 zoned property to the west and there is existing B-3 zoned property to the north at the corner of Denton Road and Westgate Parkway.
- The property is surrounded by vacant land with the exception of Crossroads Baptist Church to the south.

- The property is located across the street from a single-family subdivision (Autumn Crest) which is itself bordered by B-3 zoned property along Westgate Parkway.

Land Use Impact on Vicinity: The uses allowed within the B-3 District are transitional by design and are intended to serve and compliment residential properties within its general vicinity. These uses are generally small in area and contain businesses that deal in "convenience goods" such as groceries, prescription drugs, and household supplies, and the furnishing of personal services. When properly designed, landscaped and buffered, such uses should have minimal impact on surrounding residential uses.

Land Use Compatibility/Land Use Plan: The Future Land Use Map identifies the subject parcel as suitable for single-family residential uses. Because the B-3 District is designed as a transitional zone between residential and commercial uses and because it is designed to accommodate uses that directly contribute to the convenience of residences its immediate vicinity, it is considered to be consistent with the Future Land Use Plan.



Impact on the Environment: The property is flat with no discernable features that would be problematic if rezoned as proposed.

Impact on Public Services and Facilities: The property is located within the urbanized area and existing infrastructure may need to be upgraded depending upon the ultimate use of the property. The Utilities Department has offered no comments at this time and

the Fire Department has indicated that any new building construction may require additional fire protection.

Staff Recommendation:

Staff finds that the request is reasonable given the property's location and our determination that B-3 zoning is consistent with the Future Land Use Plan and is compatible with current land use patterns in the general vicinity. Staff therefore recommends that Case No. RZ-16-0045, a request to rezone 2.027 acres located on the east side of Westgate Parkway from R-4 to B-3, having been duly considered in a public hearing held on March 16, 2016, following advertised legal notice, **be referred to the Dothan City Commission for approval** with an affirmative recommendation from the Planning Commission subject to the provisions of the City of Dothan Zoning Ordinance.

New Business

- * 3. **RZ-16-0045: Request recommendation for Rezoning of 2.07 acres, 2500 Block Westgate Parkway, Parcel ID #38-09-02-03-1-007-020, from R-4 to B-3, Riley Andrews, Executor of L. F. Andrews Estate.** Mr. Breaux said that subject property is 2.027 acres and wraps around a recently created B-3 parcel that is proposed to be developed as a Dollar General Store. The acreage is part of a larger parcel that has split zoning (R-4 & B-3). The property owner wants to rezone the rest of this parcel to B-3. Similar B-3 zoning exists at the corner of Denton and across Westgate Pkwy in front of the single family residential lots, so it is compatible. We recommend it be approved by the Planning Commission to be referred to the Dothan City Commission for approval. Mr. Riley Andrews, executor to his father's estate, 2518 Westgate Parkway, stated his name and address and said his intention is to develop the land as a future retail use. *Vice Chairman Coleman called for a motion regarding RZ-16-0045. Ms. White recommended that case RZ-16-0045, request for rezoning from R-4 to B-3 be approved and referred to the Dothan City Commission for their approval. Ms. Brewer seconded and the motion passed unanimously.*
4. **RZ-16-0048: Request recommendation for Rezoning of .408 acres, 103 Sixth Ave., Parcel ID: 38-10-04-19-1-002-016.000, from L-I District to B-2 District, Sara F. Wright.** Mr. Breaux stated this property is currently an existing church and the owners want to make additions/renovations to the rear of the property. Today, the use is a legal non-conformity because religious institutions are not allowable in the L-I (Light Industry) zoning district. In order for them to protect the existing use and expand as they are proposing, the owners are requesting the property be rezoned to B-2. This is a transitional area, with a current mix of B-2 (adjacent) and L-I zoning and residential across the street. He said there are no issues, since the church is a good transitional use, therefore approval by the Planning Commission is recommended. Mrs. Sara Wright, 103 Sixth Ave., came to the podium to make the request. *Vice Chairman Coleman called for a motion regarding RZ-16-0048. Ms. Pettway recommended that case RZ-16-0048, request for rezoning from L-I District to B-2 District be approved and referred to the Dothan City Commission for their approval. Ms. White seconded and the motion passed unanimously.*
5. **S-16-0071: Request approval of a Preliminary Plat for Hidden Lake East Subdivision, Phase II, located at 1 Cotton Ridge Ln., R-3 District (Residential Single-Family, High Density), CWS, LLC represented by Northstar Engineering Services.** Mr. Breaux showed the existing platted Hidden Lakes East subdivision and the proposed plat, which will be connected to Cotton Ridge Lane at three points. It will be a looped roadway connecting the easternmost portion of the property to East Main Street. Previously, the planning commission approved a plat in 2008, but the approval lapsed. The current proposal is to subdivide 43.3 acres of the land into 96 single family lots. The lots are larger than what was previously approved. All streets are proposed to be dedicated to the public. He is recommending approval with the conditions stipulated in the staff report. Vice Chairman

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, a public hearing was held on the 3rd day of May, 2016 to hear any objections to the abatement of nuisances on the above properties.

WHEREAS, no objections were filed.

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 following listed properties; more particularly described above, are injurious to the health, safety and welfare of the community or a portion thereof, and therefore are nuisances and should be abated.

509 Montana Street

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

Section 2. That the City is hereby authorized and directed to abate such nuisances by removing, or causing to be removed, any and all 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.

Section 3. That all costs associated with the abatement procedures will be assessed against the property and added to the next tax bill. Property that has been brought into compliance, or is brought into compliance prior to the City's abatement, will be assessed with all costs associated with the abatement procedures up to the date of compliance. All such costs will be assessed and collected pursuant to the City of Dothan Code of Ordinances Section 106-31 *et. seq.*

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 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;

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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, a public hearing was held on the 3rd day of May, 2016 to hear any objections to the abatement of nuisances on the above properties.

WHEREAS, the Board of Commissioners heard and considered all evidence, objections and protests regarding the proposed abatement of the above nuisances.

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 following listed properties; more particularly described above, are injurious to the health, safety and welfare of the community or a portion thereof, and therefore are nuisances and should be abated.

509 Montana Street

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

Section 2. That the City is hereby authorized and directed to abate such nuisances by removing, or causing to be removed, any and all 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.

Section 3. That all costs associated with the abatement procedures will be assessed against the property and added to the next tax bill. Property that has been brought into compliance, or is brought into compliance prior to the City's abatement, will be assessed with all costs associated with the abatement procedures up to the date of compliance. All such costs will be assessed and collected pursuant to the City of Dothan Code of Ordinances Section 106-31 *et. seq.*

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 Housing Code Abatement Board was created by Ordinance No. 92-354 for the purpose of removing structures in the City of Dothan that are unsafe to the extent of creating a public nuisance; and

WHEREAS, the said Board has reviewed building condition reports of one substandard structure submitted by the Building Official and has determined that said structure is substandard, creating a nuisance and constituting a hazard to the public health, safety and convenience; and

WHEREAS, no request for a determination hearing has been filed with the City Clerk.

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

Section 1. That under the authority of the laws of the State of Alabama and the City of Dothan, Alabama, the Board of Commissioners hereby declares that the following property creates a nuisance, constituting a hazard to the public health, safety and convenience of the citizens of the City of Dothan:

<u>ADDRESS</u>	<u>PARCEL NUMBER</u>
310 Montana Street	38-09-06-14-4-013-017.000

Section 2. That the City of Dothan uses any lawful means to demolish and remove the said structure.

Section 3. That all costs associated with the demolition procedures will be assessed against the property and added to the next tax bill.

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 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;

1827 Fairfield Drive

Parcel 38-09-01-02-3-002-024.000
Lot 16 Block A Windwood Subdivision

107 Rosewood Drive

Parcel 38-10-08-34-0-000-023.021
Lot 3 Block B Rosewood Subdivision

1859 Denton Road

Parcel 38-09-01-11-2-003-002.000
Lot 2 Block A Woodsvale Subdivision

407 Mallon Street

Parcel 38-09-06-13-1-011-016.001
Lot 4 & N 10.4' of Lot 3 Block 7 of Dellwood Addition Subdivision

1107 N. Alice Street

Parcel 38-09-06-13-3-004-006.000
Lot 3 Block 1 Resurvey Tindell Addition

311 Emmons Drive

Parcel 38-10-09-30-2-008-047.000
Lots 33-35 Block H Stadium Place Subdivision

0 Emmons Drive (Lot next to 311 Emmons Drive)

Parcel 38-10-09-30-2-008-046.000
Lot 36 Block H Stadium Place Subdivision

800 Allen Road

Parcel 38-10-04-18-4-006-017.000
Lot 10 Block B Harmondale Subdivision

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 7th day of June, 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. _____

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

Section 1. That pursuant to provisions of Section 11-51-42, Code of Alabama, 1975, as amended, the City of Dothan does hereby levy a tax on property, real and personal, including motor vehicles, situated in the City of Dothan, Alabama, for the next succeeding year, effective October 1, 2016, at the rate of five (5) mills upon each one dollar (\$1.00) on the value of such property as assessed for State and County Tax year ending the thirtieth day of September next succeeding the levy. The levy so made by the Board of Commissioners of the City of Dothan, Alabama, shall go into effect as of the first day of October next succeeding such levy, and not before.

Section 2. That in accordance with Sec. 40-12-253, Code of Alabama, 1975, as amended, the compensation of the tax assessor and tax collector for the assessing and collecting of the tax on motor vehicles shall be two and one-half percent of the amount of city taxes collected for the Tax Assessor and two and one-half percent of the amount of city taxes collected for the Tax Collector, to be paid into the treasury of the counties of Houston, Dale, and Henry.

Section 3. That in accordance with Sec. 11-51-74, Code of Alabama, 1975, as amended, the compensation of the tax assessor and tax collector for the assessing and collecting of such tax, except on motor vehicles, is hereby fixed at one-half of one percent of the amount of city taxes collected for the Tax Assessor and one-half of one percent of the amount of city taxes collected for the Tax Collector, to be paid into the treasury of the counties of Houston, Dale, and Henry.

Section 4. That a copy of this resolution shall be forwarded to the Probate Judge and Revenue Commissioner of Houston, Dale and Henry Counties on or before the first day of June, 2016.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, \$500,000.00 was approved and appropriated to the 2016 Fiscal Year Budget for the repairing, reworking and lowering of water wells and the repairing and recoating of water tanks, and

WHEREAS, bids were received and opened on April 26, 2016 for the refurbishment of Water Well Number 17 (407 East Spring Street) and Water Well Number 34 (220 Faulkner Road), and

WHEREAS, Donald Smith Company of Headland, Alabama, submitted the lowest responsible, responsive bid on Well Numbers 17 and 34 in the amount of \$288,846.00 and

WHEREAS, the City Commission desires to contract for said work.

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 award the bid, enter into a contract, and issue a Notice of Award, Notice to Proceed and other related contract documents to Donald Smith Company for the refurbishment of Well Number 17 and Well Number 34 for the sum of \$288,846.00 which said contract follows:

Resolution No. _____ entering into a Contract with Donald Smith Company of Headland, Alabama, continued.

Section 2. That the work will not commence until all bonds, insurance, and contracts have been issued and accepted by the City and the Notice of Award and Notice to Proceed have been sent to the Contractor.

Section 3. 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 received 2015 Municipal Water Pollution Prevention (MWPP) Program Annual Report forms from the AL Department of Environmental Management (ADEM) to be completed for the City's three (3) wastewater treatment plants (WWTPs) and their collection systems by May 31, 2016; and

WHEREAS, the Dothan Utilities Wastewater Treatment Division has completed the 2015 MWPP Annual Reports for the Cypress Creek (Permit No. AL0072737), Little Choctawhatchee (Permit No. AL0047465), and Omussee Creek (Permit No. AL0022764) WWTPs; and

WHEREAS, the Board of Commissioners of the City of Dothan has reviewed said Annual MWPP Reports and have taken the following corrective actions:

Little Choctawhatchee WWTP-Municipality Action Range with the following primary contributing point values: Overflow Events and Sludge Quantity and Storage. Actions taken include: Authorization of Resolution No. 2012-172 on July 17, 2012, by the Board of Commissioners of the City of Dothan which executed an Administrative Order on Consent with EPA to develop programs designed to reduce and eliminate sanitary sewer overflow (SSO) events; and the authorization of Resolution No. 2014-336 by the Board of Commissioners which executed a contract with BWSC to furnish engineering services to include the implementation of a long term solution for the City's biosolids handling, treatment, and disposal program for all three of the City's wastewater treatment plants for a design period of 20 years.

Omussee Creek WWTP-Departmental Recommendation Range with the following primary contributing point values: Age of Facility and Sludge Quantity and Storage. Actions taken include: Authorization of Resolution No. 2012-241 on September 18, 2012, by the Board of Commissioners of the City of Dothan which executed a contract with Barge Waggoner Sumner & Cannon (BWSC) to develop a 201 Facilities Plan Update; and the authorization of Resolution No. 2014-336 on December 16, 2014, by the Board of Commissioners which executed a contract with BWSC to furnish engineering services for design improvements to the Omussee Creek WWTP to better accommodate wet weather flows, future growth, anticipated future nutrient limits, and the implementation of a long term solution for the City's biosolids handling, treatment, and disposal program; and the authorization of Resolution No. 2015-99 on April 21, 2015, by the Board of Commissioners which authorized the submittal of the CWSRF No. CS010292-33 loan application to fund the Omussee Creek WWTP Upgrades project.

Cypress Creek WWTP-Departmental Recommendation Range with the following primary contributing point values: Age of Facility, Overflow Events and Sludge Quantity and Storage. Actions taken include: Authorization of Resolution No. 2012-172 on July 17, 2012, by the Board of Commissioners which executed an Administrative Order on Consent with EPA to develop programs designed to reduce and eliminate sanitary sewer overflow (SSO) events; and the authorization of Resolution No. 2014-336 by the Board of Commissioners which executed a contract with BWSC to furnish engineering services to include the implementation of a long term solution for the City's biosolids handling, treatment, and disposal program.

Res. No. _____ Submittal of the 2015 Municipal Water Pollution Prevention Annual Reports for the City's three wastewater treatment plants, continued.

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 submit the 2015 Municipal Water Pollution Prevention Annual Reports for the City's three (3) wastewater treatment plants to the Alabama Department of Environmental Management, which said reports are attached to and made a part of this resolution.

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. _____

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 one (1) 12" X 6" tapping tee and valve on existing 12" water main with approximately 14 Linear Feet of Ductile Iron pipe to the R.O.W. for new subdivision located 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 <u>Standing Bond</u>
Permit Number _____	Bonding Agency _____
Route Number <u>Brannon Stand Rd. (AL Hwy. 605)</u>	P.E. _____
R.O.W. _____	Construction _____
Location of Accommodation: Milepost <u>17.04</u> to <u>17.14</u>	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 Utilities a Utility hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way in Houston County, Alabama consisting approximately of the following:
Install one (1) 12" x 6" tapping tee and valve on existing 12" water main with approximately 14 LF of Ductile Iron pipe to the R.O.W. (See attached plans)

_____ ; 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 **\$ Standing Bond** (Bond Number: _____) 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

 X

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 water service for a new residential subdivision**

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

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the ____ day of _____, 20 ____.

City of Dothan Utilities

Legal Name of Applicant

WITNESS:

By: _____
Signature and Title

Mayor Mike Schmitz

Typed or Printed Name

P.O. Box 2128

Address Line 1

Dothan, Alabama 36302

Address Line 2

(334) 615-3111

Telephone Number

RECOMMENDED FOR APPROVAL:

District Manager

Date

Area Operations Engineer

Date

Region Engineer

Date

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

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

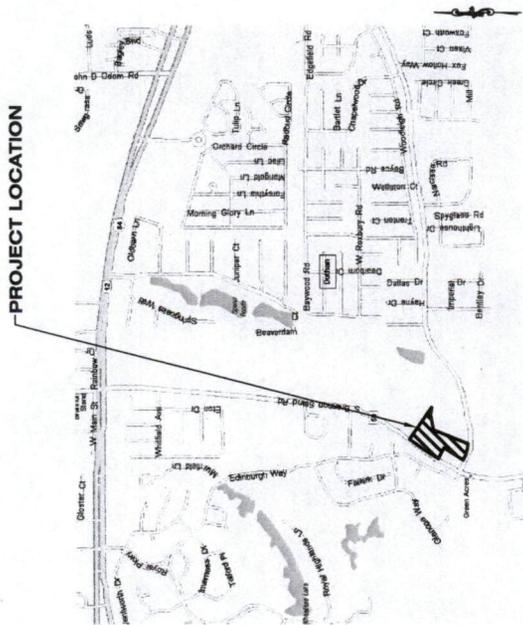
Date: _____

ALDOT PERMIT DRAWINGS

FOR

HIGHLANDS COVE SUBDIVISION

**HWY 605 NORTH
DOTHAN, ALABAMA**



VICINITY MAP
NOT TO SCALE

**MB-01 PERMIT
APRIL, 2016**

OWNER

CITY OF DOTHAN UTILITIES
200 KILGORE DRIVE
DOTHAN, AL 36301

NES PROJECT NO. 17-1402

INDEX TO SHEETS

COVER SHEET/INDEX _____ 1
UTILITIES PLAN/CONNECTION PLAN _____ 2



2431 HARTFORD HIGHWAY DOTHAN, ALABAMA 36305 • PHONE (334) 673-9895 • FAX (334) 673-1846

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. _____

WHEREAS, the Dothan Fire Department has been selected and approved by the Alabama Fire College and the Personnel Standards Commission to serve as a Regional Training Center for the State of Alabama since 2012.

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 renews an agreement with the Alabama Fire College and Personnel Standards Commission to be a designated Regional Training Center for the State of Alabama, which said agreement follows:

CONTINUATION OF
REGIONAL TRAINING CENTER AGREEMENT

This continuation of agreement ("Agreement") is hereby made and entered into on the **1st** day of April, 2016 by and between the **Alabama Fire College and Personnel Standards Commission** ("Fire College") and **Dothan** ("City"), an Alabama municipality, as a result of the expiration of the original agreement.

WHEREAS, the Fire College has requested and the City agrees to continue to allow the utilization of the premises located at **401 Westgate Parkway Dothan, Alabama, 36303** (the "Facility") to provide classroom space and associated facilities for training use scheduled from 1 April, 2016 through 1 April, 2017, ("term"), as more particularly described on Exhibit A hereto.

NOW, THEREFORE, considering the above, the parties agree that all sections of the original agreement are continued into this extension without exclusion:

ALSO, as per the original agreement, this agreement may be cancelled and/or terminated at any time, with or without cause, by either party hereto upon giving seven (7) days written notice to the other party as provided herein. Otherwise, this Agreement shall expire at midnight on 31 March, 2017.

IN WITNESS WHEREOF, the undersigned have entered into this Continuation of Agreement on the date first written above.

**ALABAMA FIRE COLLEGE AND
PERSONNEL STANDARDS COMMISSION**

City

By: _____
Its: Executive Director

By: _____

Name: _____

Its: _____

Res. No. _____ Renewing an agreement with the Alabama Fire College and Personnel Standards Commission continued.

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

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 enters into a lease agreement with Camp ASCCA (Alabama's Special Camp for Children and Adults) for lodging, programming and nursing services for special needs campers during period of May 24-27, 2016.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

LEASE AGREEMENT FOR USE OF SITE

Camp ASCCA

P.O. Box 21

Jackson's Gap, AL 36861

1-800-843-2267 (In-State)

256-825-9226 or 9227 (Out-of-State)

In the event of emergency, maintenance, housekeeping or other, Camp ASCCA reserves the right to enter living areas and/or meeting areas as needed in order to carry on the general operation of camp. Camp ASCCA also reserves the right to enter all areas for purposes of search and seizure when possession of illegal substance or weapons is suspected.

INSURANCE – For the purpose of providing adequate insurance coverage for all participants in Camp ASCCA programs, groups are required to submit a copy of your organization, agency or group insurance policy. In the event of no policy, special arrangements must be made with Camp ASCCA. In the event of accidents, injury, etc., requiring insurance claims, groups are required to file claims through their coverage.

DEPOSIT – a non-refundable deposit of 10% of the anticipated cost of the rental or minimum \$200 is required (actual deposit amount will be listed on the Contract). Dates will not be held without receiving your deposit, along with a signed Contract/Lease Agreement and copy of your organizations insurance. This deposit will be applied to the total cost of the rental. It is agreed that the Lessee will be responsible for payment of damages to the facility or its equipment during their dates of stay, as mutually agreed by Camp ASCCA and Lessee.

LINENS – All groups are responsible for providing their own linens (twin bunk beds). ASCCA will provide blankets and pillows: (no pillow cases). ASCCA can provide linens upon request for an additional fee.

ALCOHOL & DRUGS - Alcohol beverages and recreational drugs are prohibited on Camp ASCCA property.

FIREARMS, WEAPONS, POWER TOOLS, FLAMMABLE MATERIALS - Are prohibited.

ANIMALS, PETS - Animals and/or pets are prohibited. Excluding licensed service animals.

SMOKING - Camp ASCCA has a designated smoking area, this is to include vapor or e-cigarettes. Use of tobacco products in any other areas is prohibited.

HOUSING - All residential accommodations are for segregation of male and female. Exceptions are made for married couples upon request and according to availability of lodging.

PHONES/INTERNET - Camp ASCCA does not have any pay phones. Use of office phones must be arranged through Camp Director. Most cell phones receive a signal in certain areas of camp. Wireless internet is available in the Admin Building and the Lions/Rotary Lodge but cannot always be dependable. Groups that must have internet are advised to bring their own "hot spot".

SNACKS - Groups are welcome to provide their own snacks or arrange it through Camp ASCCA for additional fees.

FOOD - There will be no food or drinks allowed in the cabin units only in Lodges with kitchenettes. Please eat and drink in the Dining Hall or other designated areas.

MEALS - Meals are served cafeteria style. Only one serving time is made for each meal, so please do not be late. Groups are expected to "bus" and clean their own tables.

ICE MACHINE - Is available upon request.

CURFEW - The hour for quiet time is 11:00 P.M. All activity areas are closed and lights out. 12:00 A.M. is the curfew for all to be in cabins and/or assigned areas.

LIAISON - Camp ASCCA will provide a group leader liaison to all groups.

INTRUDERS - Any unidentified visitors/intruders should be reported to ASCCA staff immediately.

EMERGENCIES - In the event of any emergency ASCCA staff should be notified. Enhanced 911 calls are available at all camp phones.

NURSING - Camp ASCCA will provide a Nurse, general first aid, first aid supplies and dispense medications to campers. The group will provide Camp ASCCA with proper Health Information on all campers, staff and volunteers. This information is to include, but not limited to: **full name, DOB, health history, list of medications and doses, allergies and consent of care.** **Camper medications must be in the original prescription bottle and over the counter medication must be in original bottle.** **Campers that do not have the proper information or medication will not be admitted to camp.** Campers who arrive sick or may be contagious will not be admitted to camp. All medical information must be received by Camp ASCCA at least 2 weeks prior to camp start date. It is agreed that Camp ASCCA will follow confidentiality laws concerning Health Information.

FIRST AID - It is advisable that each group provide an adult with CPR/AED and First Aid certifications from a nationally-recognized provider. This includes training on blood borne pathogens and age-appropriate CPR with use of breathing devices.

SUPERVISION - Each group is responsible for monitoring their own supervision and behavior. Camp ASCCA reserves the right to eject individuals or groups from the property for violation of policies or inappropriate behaviors. We recommend that each group has appropriate screening policies for staff with direct access to campers.

RECREATIONAL ACTIVITIES - Each group shall supervise their own activities unless prior arrangements have been made with the ASCCA Camp Director. Most activities require trained ASCCA staff and would require additional fees.

PERSONAL SPORTS EQUIPMENT - Items such as sports and recreational equipment should be stored and handled safely for the protection of all people. Camp ASCCA cannot accept responsibility for loss of other personal items such as radio, cameras, cell phones, etc.

VEHICLES - All vehicles should be parked at areas designated by ASCCA Staff. Keys should be in possession of owner at all times (i.e. not left in car).

ORIENTATION - All groups will receive an orientation on ASCCA's safety procedures and regulations. Groups will need to schedule a time for the ASCCA Leader to address the group. The Lessee is also responsible for making the group members aware of and to enforce Camp ASCCA policies.

REPORTING REQUIREMENTS - All injuries, except those requiring minor first aid, should be reported to the designated ASCCA group liaison. Incident/Accident report forms will be made available to each group leader to be filled out and returned to ASCCA staff as soon as possible. In addition, "near" or "close call" accidents or incidents are to be reported.

HEALTH INFORMATION - Camp ASCCA advises each group to gather and maintain the following information on each participant:

- 1) Name and address
- 2) Emergency contact names and numbers
- 3) A list of persons with known allergies or health conditions requiring treatment, restriction, or other accommodations while on site
- 4) For minors without a parent on site, signed permission to seek emergency treatment or a signed religious wave

CAMPER SUPERVISION RATIOS:

Camp ASCCA advises the following ratios of campers to staff in living units and general camp activities. Greater ratios may be required at specialized activities as outlined in ASCCA policies (i.e. Aquatics). We also advise that all staff for rental groups are at least 16 years of age and at least 2 years older than the minors with whom they are working.

<u>Camper Age</u>	<u>Number Staff</u>	<u>Overnight Campers</u>	<u>Day-only Campers</u>
4-5 years	1	5	6
6-8 years	1	6	8
9-14 years	1	8	10
15-18 years	1	10	12

Special physical, medical, or behavior needs ratios:

<u>Camper Description</u>	<u>Staff</u>	<u>Campers</u>
Needing constant and individual assistance or supervision	1	1
Needing close, but not constant assistance or supervision	1	2
Needing occasional assistance	1	4
Needing minimal assistance	1	5

Check with ASCCA Camp Director or group leader for any clarifications or questions.

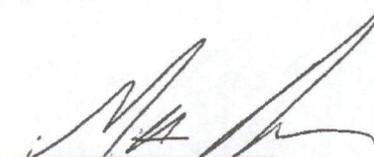
Any exceptions to the above stated rules and information require prior approval by the Camp Administration. We ask that any noted violations to the above stated policies be reported to Administrative staff immediately! Thank you.

Check with ASCCA Camp Director or Liaison for any clarifications or questions. Please return a signed copy of this Contract/Lease Agreement along with your deposit and copy of your insurance policy. Dates will not be held unless these items have been received.

I guarantee that the sponsoring group named in this Contract/Lease Agreement understands and will adhere to Camp ASCCA's policies. I understand that a cancellation of this contract must be made in writing, at least 90 days prior to the rental date or the group will be responsible for 50% of the rental fee and/or minimum camper number fee, listed on the Group Contract. If a cancellation is made within 30 days prior to the rental date; groups will be expected to pay 100% of the rental fee and/or minimum camper number fee, listed on the Group Contract.

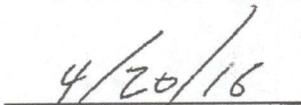
Full payment is required no later than 30 days of the final date of the groups stay.

Lessee Signature



ASCCA Signature

Date



Date

RESOLUTION NO. _____

WHEREAS, the United States Department of Justice, Bureau of Justice Assistance, under the Bulletproof Vest Partnership Act of 1998, is offering a 50% matching grant for the purpose of saving the lives of law enforcement officers by assisting law enforcement agencies in obtaining or replacing body armor.

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 apply for and accept, upon award, a grant in the amount of \$24,173.75 from the 2016 Bureau of Justice Bulletproof Vest Partnership, to be used for the purchase of body armor, which said grant application follows:



THE CITY OF DOTHAN, ALABAMA

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

MIKE K. WEST
CITY MANAGER
mkwest@dothan.org

April 27, 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 apply for and accept funding from the 2016 Bureau of Justice Bulletproof Vest Partnership grant program. The Dothan Police Department is requesting 85 Level II and Level III body armor costing \$48,347.50 to be purchased over a two year period. The grant will reimburse fifty (50%) percent of the cost for a total of \$24,173.75.

No additional funding will be required for the City's match of \$24,173.75. Body armor replacement is a regularly budgeted item within the Police Department's budget.

The staff recommends and I concur with the request to apply for and accept funding from the 2016 Bureau of Justice Bulletproof Vest Partnership grant program.

Sincerely,

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

Michael K. West,
City Manager

City of Dothan
Staff Report
for
Mayor and City Commissioners

PROJECT TITLE:	Bureau of Justice Bulletproof Vests Partnership	
DEPARTMENT:	Police Department	
DEPARTMENT HEAD:	Chief Steven Parrish	
REPORT DATE:	April 27, 2016	Meeting Date: May 3, 2016

PURPOSE

To apply and accept funding from the 2016 Bureau of Justice Bulletproof Vest Partnership grant program. The Dothan Police Department is requesting 85 Level II and Level III body armor costing \$48,347.50 to be purchased over a two year period. The grant will reimburse fifty (50%) percent of the cost for a total of \$24,173.75.

BACKGROUND

The application for funding reflects the number of vests that will need replacing within the next two years and vests for new officers hired in the next two years. No additional funding will be required for the City's match of \$24,173.75. Body armor replacement is a regularly budgeted item within the Police Department's budget.

DESCRIPTION

The purpose of the Vest Program is to support law enforcement agencies in obtaining or replacing body armor for sworn personnel. The recommendation is that body armor is replaced every four years.

The application is for 80 Level II concealable duty gear body armor priced at \$509.00 each totaling \$40,720.00 and 5 Level III tactical body armor priced at \$1525.50 each totaling \$7,627.50 for a grant total of \$48,347.50 over a two year period.

DISCUSSION

No additional city funds are needed to participate in this grant. The grant application must be submitted no later than May 16, 2016 for consideration.

Account number 001-1217-512-20-20, Project Vest16

PLEASE NOTE: Applications for funding may be submitted for the purchase of any armor that meets the established NIJ ballistic or stab standards ordered on or after April 1, 2016. Once the open application period closes, funding levels will be established and all applicants will be notified.

APPLICATION PROFILE

Participant	DOTHAN CITY
Fiscal Year	2016
Number of Agencies Applied	1
Total Number of Officers for Application	171
Number of Officers on Approved Sub-Applications	171

SUB-APPLICATION PROFILE

Fiscal Year	2016
<u>Vest Replacement Cycle</u>	4
Number of Officers	171

<u>Emergency Replacement Needs</u>	Stolen or Damaged	0
	Officer Turnover	0

Vest Replacement Cycle:

Under normal conditions, this represents the number of years you allow an

officer to wear body armor before it is replaced. Choices include 5 (or more) years, 4 years, and 3 (or less) years.

Emergency Replacement Needs:

Emergency replacement needs cover vests that are potentially defective, vests that have been lost, stolen, or damaged, and vests needed as a result of unanticipated officer turnover occurring within the last 3 to 6 months. It DOES NOT include tactical vests or routine agency needs for new or replacement vests.

SUBMIT APPLICATION FOR FUNDING FOR BVP APPROVAL

Application for Funding

Name	Quantity	Extended Cost	Tax, S&H*	Total Cost
DOTHAN CITY	85	\$48,347.50	\$0.00	\$48,347.50
Grand Totals	85	\$48,347.50	\$0.00	\$48,347.50
Requested BVP Portion of Total Cost, up to:				\$24,173.75

* Total Taxes, Shipping and Handling Cost for each Application

[Submit Application for BVP Approval](#)

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time for all components of a jurisdiction to complete and file this Application for Funding form is two hours. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you may use the Suggestions e-mail option on this BVP web site, or you may write to the BVP, c/o Bureau of Justice Assistance, 810 Seventh Street NW, Washington, DC, 20531.

Resolution No. _____ Applying for and accepting funding from the 2016 Bureau of Justice Bulletproof Vest Partnership Grant Program, continued.

Section 2. That the sum of \$24,174.00 be appropriated in FY 2016 to the General Fund/Police Department/Patrol Division/Uniforms & Clothing, Account Number 001-1217-512.20-20, Project Vest16, for the 2016 Bureau of Justice Bulletproof Vest Partnership Grant. This appropriation is to be funded by increasing the General Fund/Intergovernmental Revenue/Grant Revenues/Justice Grant-Bullet Vest, Account Number 001-0000-331.20-00 by the sum of \$24,174.00 in FY 2016.

Section 3. That Mike Schmitz, Mayor of the City of Dothan and in such capacity, is hereby authorized and directed to apply for and accept the said grant 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 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
May 3, 2016
EXHIBIT "A"
BIDS TO BE AWARDED

DEPARTMENT	BID#	#ITB ¹	ITEM	VENDOR	AMOUNT
Dothan Utilities Electric	15-058	51	<i>Cab & Chassis for Digger Derrick per Bid</i> <i>Specifications:</i> Additional Purchases From Previously Awarded Bid, 2016 International 4300. Quantity 2 (or more), Replacing Vehicle Numbers 3114 and 3147, Total Price of Each Unit (Cab & Chassis) : <u>\$72,588.73</u> , Total Price of 2 Units: <u>\$145,177.46</u>	Coffman International Dothan, AL	\$145,177.46
DEPARTMENT	BID#	#ITB	ITEM	VENDOR	AMOUNT
General Services for Dothan Utilities Electric	16-032	59	<i>55 Foot Aerial Boom & Body, Per City Bid</i> <i>Specifications:</i> Make & Model: Altec AA55E, Replacing Units 3114 and 3147, Quantity 2, Total Price of 2 Units: <u>\$268,444.00</u> Optional Front Winch, Unit Price <u>\$7,942.00</u> Total Price of 2 Units Including a Front Winch for each Unit: <u>\$284,328.00</u>	Altec Industries Inc. Birmingham, AL.	\$284,328.00

OTHER PURCHASES over \$15,000

DEPARTMENT	ITEM	VENDOR	AMOUNT
Administration Legal	<i>Professional Legal Services</i> through 2/29/16 - <u>\$3,790.00</u> and 3/31/16 - <u>\$292.70</u> Claim Number 2003204 Cooper v. City ²	Copeland, Franco, Screws, & Gill, P.A. Montgomery, AL	\$ 4,082.70
DEPARTMENT	ITEM	VENDOR	AMOUNT
Administration Legal	<i>Professional Legal Services</i> through 3/31/16 Claim Number 2003124, ReaMonica Carney v City of Dothan ²	Maynard, Cooper & Gale, Birmingham, AL	\$ 1,090.80
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services For Public Works	<i>Altec AT37-G Boom & Body with 2016 Dodge Chassis:</i> Replacing Vehicle #4102. Purchasing off National Joint Powers Alliance (NJPA) Contract #031014-ALT.	Altec Industries Inc. Birmingham, AL.	\$107,628.00



OTHER PURCHASES over \$15,000

DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services Fleet	Parts for Medium/Heavy Trucks & Tractors Used throughout Fiscal Year 2016: Parts are purchased from Tri State Brake Center, when they have the lowest quote.	Tri State Brake Center Ashford, AL.	\$ 40,000.00

Notes:

¹ITB-Invitations to Bid

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

³ A discount was negotiated for the award of the bid with the only bidder of \$500 per unit, applicable only when two units are purchased.

RESOLUTION NO. _____

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

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6

BOARD OF CITY COMMISSIONERS

EXHIBIT "A"

<u>NAME</u>	<u>CONFERENCE</u>	<u>AMOUNT</u>
Steven L. Parrish	Alabama Association of Chiefs of Police (AACOP) 2016 Orange Beach, AL	\$ 1,244.76
Sammie Hancock Stacia Crumpler Clayton Reynolds	R.A.D. Basic Self-Defense Instructor Certification New Orleans, LA	\$ 2,350.65
Robin Pearson Marcus Booth	Northeast Alabama Law Enforcement Academy Jail Management Course Decatur, AL	\$ 1,974.00
Rose Evans-Gordon	Alabama State Bar Annual Meeting Destin, FL	\$ 1,209.83
Philena Reaves	Alabama Municipal Revenue Officers Association 2016 Summer Conference Orange Beach, AL	\$ 812.38
Stacy Robinson	2016 Cities United Birmingham, AL	\$ 617.00

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

MEMORANDUM

TO: Tammy Danner, City Clerk
FROM: Jerry W. Corbin, P.E., Public Works Director
DATE: April 28, 2016
SUBJECT: Document for Commission Agenda – a Right-Of-Way Deed for public road 2757
Hartford Highway – Dollar General

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

Right-Of-Way Deed

The Broadway Group, LLC

Account No. 001-2325-523.30-42

JWC/LBB/amd
Attachments

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

STATE OF ALABAMA)
 :
COUNTY OF HOUSTON)

RIGHT-OF-WAY DEED FOR PUBLIC ROAD

THE STATE OF ALABAMA, HOUSTON COUNTY

KNOW ALL MEN BY THESE PRESENTS, THAT We, The Broadway Group, LLC, an Alabama limited liability company, 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 lot or parcel of land located in the City of Dothan, Houston County, Alabama, and being more particularly described as follows:

COMMENCING at the Southeast corner of Lot 1, Block 'C' of Chickasaw Heights as found recorded in Plat Book 2, Page 40 in the Office of the Judge of Probate of Houston County, Alabama, as marked by an existing iron pin (EIP) (CA 0621LS); thence S 03°34'08" W a distance of 9.75 FT to an EIP (CA 0621LS) on the North right of way (R/W) of Timbers Drive (60' R/W); thence along said North R/W bearing S 79°56'47" W a distance of 88.73 FT to an EIP (CA 0621LS); thence along said North R/W bearing S 83°21'17" W a distance of 98.02 FT to a set iron pin (SIP) and being the POINT OF BEGINNING (P.O.B.); thence along said North R/W bearing S 83°21'17" W a distance of 25.45 FT to an EIP (CA 0621LS) at the intersection of said North R/W with the East R/W of Honeysuckle Road (R/W Varies, Pavement is R/W); thence along said East R/W along a curve to the right having a delta angle of 27°55'31" with a radius of 48.87 FT an arc length of 23.82 FT with a chord bearing of N 30°08'52" W a chord distance of 23.59 FT to an EIP (CA 0621LS); thence along said East R/W bearing N 15°41'59" W a distance of 95.82 FT to an EIP (CA 0621LS); thence along said East R/W along a curve to the right having a delta angle of 23°07'49" with a radius of 113.52 FT an arc length of 45.83 FT with a chord bearing of N 02°03'27" W a chord distance of 45.52 FT to an EIP (CA 0621LS) on the South end of a flare between said Honeysuckle Road and Alabama Highway 52 (R/W Varies); thence along said flare bearing N 24°30'18" E a distance of 84.98 FT to an existing concrete monument (ECM) (6"x6") on the South R/W of said Alabama Highway 52; thence depart said South R/W bearing S 01°18'09" W a distance of 86.62 FT to a SIP; thence along a curve to the left having a delta angle of 00°36'52" with a radius of 9626.96 FT an arc length of 103.26 FT with a chord bearing of S 05°55'49" E a chord distance of 103.26 FT to a SIP; thence S 20°28'10" E a distance of 25.18 FT to a SIP; thence S 31°19'53" E a distance of 22.96 FT to the P.O.B. Said parcel being located in the Southwest 1/4 of the Southwest 1/4 of Section 27 and the Northwest 1/4 of the Northwest 1/4 of Section 34, Township 3 North, Range 26 East, in the City of Dothan, Houston County, Alabama, and containing 0.14 acres, more or less

IN WITNESS WHEREOF, **THE BROADWAY GROUP, LLC, an Alabama limited liability company**, has caused this instrument to be executed by its undersigned Manager, for and as the act of said limited liability company on this the 28th day of April, 2016.

THE BROADWAY GROUP, LLC, an Alabama limited liability company

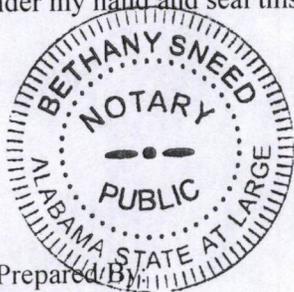
BY: BROADWAY MANAGEMENT, LLC, an Alabama limited liability company, Its Manager

By: [Signature] (SEAL)
Robert M. Broadway, Manager

STATE OF ALABAMA)
 :
MADISON COUNTY)

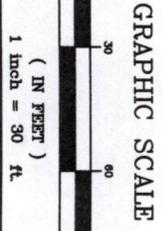
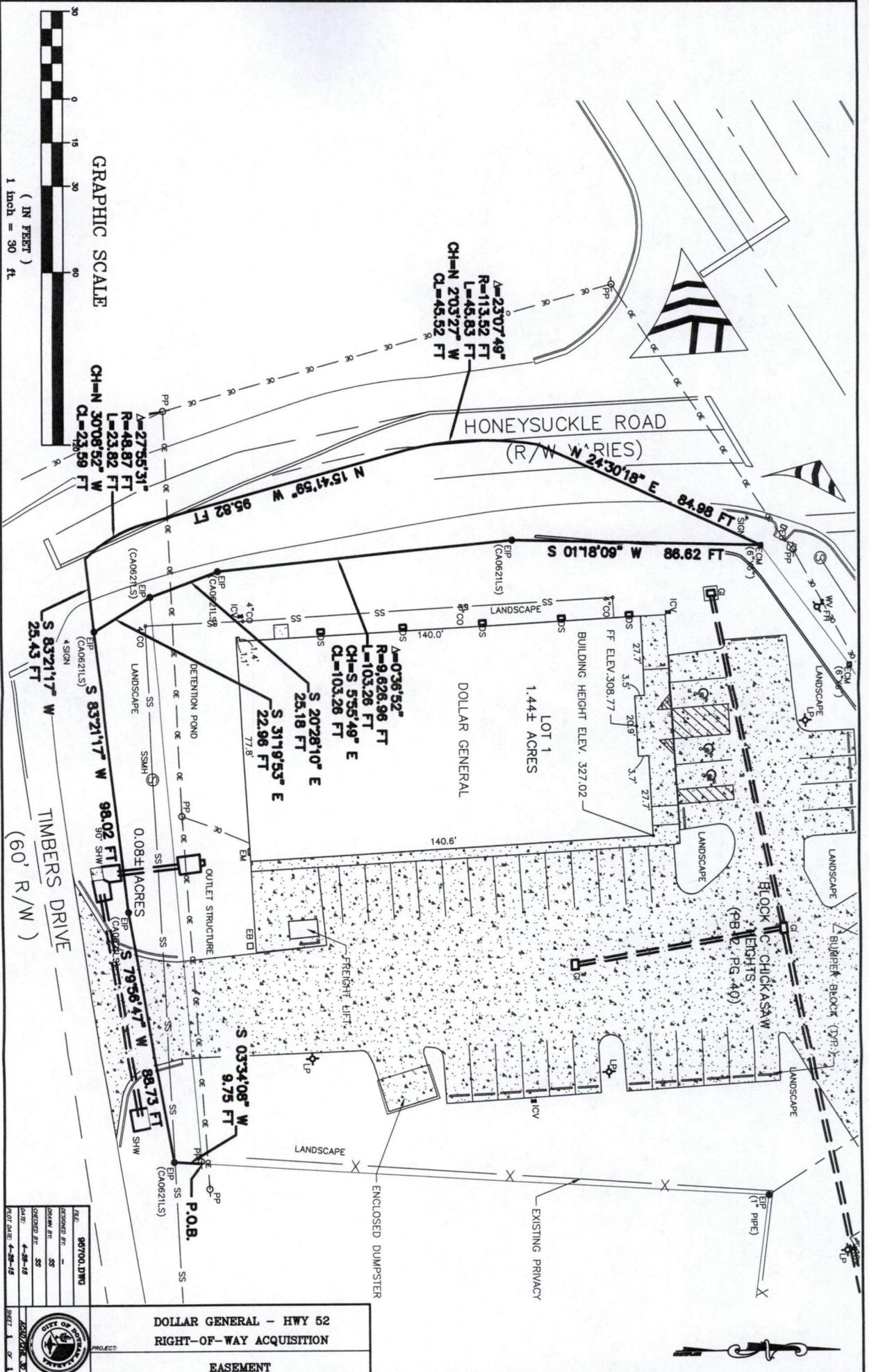
I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, **ROBERT M. BROADWAY**, whose name as Manager of **BROADWAY MANAGEMENT, LLC, an Alabama limited liability company in its capacity as Manager of THE BROADWAY GROUP, LLC, an Alabama limited liability company** 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, he, as such Manager, and with full authority, executed the same voluntarily for and as the authorized acts of said entities on the day the same bears date.

Given under my hand and seal this the 28th day of April, 2016.



[Signature]
Notary Public
My Commission Expires: 9-17-2019

This Instrument Prepared By:
Bethany H. Sneed
HARRISON, GAMMONS & RAWLINSON, P.C.
2430 L & N Drive
Huntsville, Alabama 35801
1-256-533-7711



$\Delta=2755'31''$
 $R=48.87$ FT
 $L=23.82$ FT
 $CH=N 30°08'52''$ W
 $CL=23.59$ FT

$\Delta=2307'49''$
 $R=113.52$ FT
 $L=45.83$ FT
 $CH=N 20°32'7''$ W
 $CL=45.52$ FT

$\Delta=0'36'52''$
 $R=9,628.96$ FT
 $L=103.26$ FT
 $CH=S 55°5'49''$ E
 $CL=103.26$ FT

FILE	98700.DWG
ISSUED BY	SS
CHECKED BY	SS
DATE	4-28-18
PROJECT	DOLLAR GENERAL
SHEET	1 OF 1

DOLLAR GENERAL - HWY 52
 RIGHT-OF-WAY ACQUISITION
 EASEMENT

Real Estate Sales Validation Form

Grantor's Name The Broadway Group, LLC

Grantee's Name City of Dothan

Mailing Address 216 Westside Square
Huntsville, AL 35801

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

Property Address 2757 Hartford Highway
Dothan, AL 36305

Date of Sale 4/28/16

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 4-29-16

Print Jonathan Lucas

Unattested *Tommy Danna*

Sign *JL*

(verified by)

(Grantor/Grantee/Owner/Agent) circle one

CITY OF DOTHAN
PUBLIC WORKS DEPARTMENT
ENGINEERING SERVICES

MEMORANDUM

TO: Tammy Danner, City Clerk

FROM: Jerry W. Corbin, P.E., Public Works Director

DATE: April 28, 2016

SUBJECT: Document for Commission Agenda – an easement for maintaining utilities at 2757 Hartford Highway – Dollar General.

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

Easement

The Broadway Group, LLC

Account No. 001-2325-523.30-42

JWC/LBB/amd
Attachments

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

STATE OF ALABAMA)
 :
COUNTY OF HOUSTON)

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **THE BROADWAY GROUP, LLC, an Alabama limited liability company,** (herein "Grantor") for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, this day in hand paid to it by the **City of Dothan, Alabama,** the receipt of which is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto the said **City of Dothan, Alabama,** (herein "Grantee"), the following described utility easement over, under and upon the below described portion of Grantor's property for the purpose of Grantee maintaining the utilities (the "Utilities") within the easement area, said easement area lying and being in the County of HOUSTON, State of Alabama, to-wit:

BEGINNING at the Southeast corner of Lot 1, Block 'C' of Chickasaw Heights as found recorded in Plat Book 2, Page 40 in the Office of the Judge of Probate of Houston County, Alabama, as marked by a set iron pin (SIP); thence S 03°34'08" W a distance of 2.96 FT to a point; thence S 86°02'58" W a distance of 121.25 FT to a point; thence S 87°32'26" W a distance of 77.08 FT to a point on the East right of way (R/W) of Honeysuckle Road (R/W Varies); thence along said East R/W bearing N 20°28'10" W a distance of 10.52 FT to a point; thence depart said East R/W bearing N 87°32'26" E a distance of 80.20 FT to a point; thence N 86°02'58" E a distance of 122.44 FT to a point on the East line of said Lot 1; thence along said East line bearing S 03°34'08" W a distance of 7.13 FT to the POINT OF BEGINNING. Said 10 FT Easement being located in the Southwest 1/4 of the Southwest 1/4 of Section 27, Township 3 North, Range 26 East, in the City of Dothan, Houston County, Alabama, and containing 0.05 acres, more or less.

AND

BEGINNING at the Southeast corner of Lot 1, Block 'C' of Chickasaw Heights as found recorded in Plat Book 2, Page 40 in the Office of the Judge of Probate of Houston County, Alabama, as marked by a set iron pin (SIP); thence S 03°34'08" W a distance of 9.75 FT to an EIP (CA 0621LS) on the North right of way (R/W) of Timbers Drive (60' R/W); thence along said North R/W bearing S 79°56'47" W a distance of 88.73 FT to an EIP (CA 0621LS); thence along said North R/W bearing S 83°21'17" W a distance of 55.75 FT to a point; thence depart said North R/W bearing N 02°57'51" W a distance of 19.30 FT to a point on the South line of said Lot 1; thence along said South line bearing N 85°05'17" E a distance of 144.89 FT to the POINT OF BEGINNING. Said easement being located in the Southwest 1/4 of the Southwest 1/4 of Section 27 and the Northwest 1/4 of the Northwest 1/4 of Section 34, Township 3 North, Range 26 East, in the City of Dothan, Houston County, Alabama, and containing 0.05 acres, more or less.

(collectively, the "Easement Area").

TO HAVE AND TO HOLD, the above-described non-exclusive utility easement which shall run with the land, together with all and singular rights, tenements, hereditaments, appurtenances and the improvements thereunto belonging, or in anywise appertaining, unto the said the **City of Dothan, Alabama**, as the owner of the Utilities that are located within the Easement Area, and its successors and assigns forever.

Grantor acknowledges that this Easement shall become effective upon the date of the execution of this easement (the "Effective Date").

IN WITNESS WHEREOF, the undersigned Grantor does hereunto set its hand and seal this the 28th day of April, 2016.

THE BROADWAY GROUP, LLC, an Alabama limited liability company

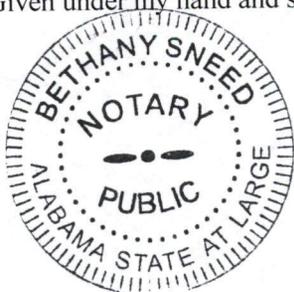
By: Broadway Management, LLC, an Alabama limited liability company, its Manager

By: Robert M. Broadway, its Manager

STATE OF ALABAMA)
 :
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, ROBERT M. BROADWAY, whose name as Manager of BROADWAY MANAGEMENT, LLC, an Alabama limited liability company in its capacity as Manager of THE BROADWAY GROUP, LLC, an Alabama 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, he, as such Manager, and with full authority, executed the same voluntarily for and as the authorized acts of said entities on the day the same bears date.

Given under my hand and seal this the 28th day of April, 2016.

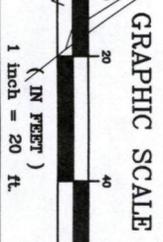
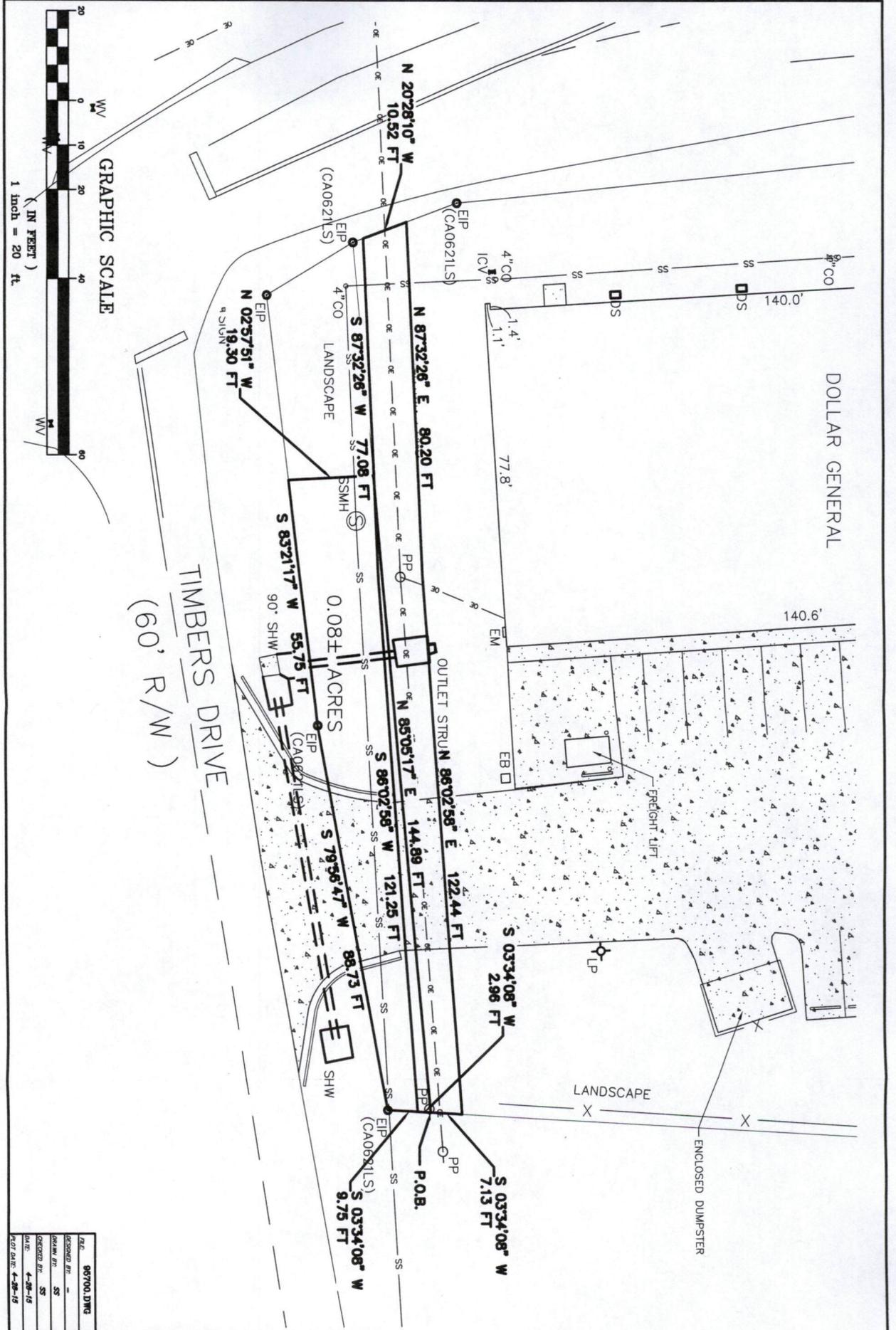


Notary Public

My Commission Expires: 9-17-2019

DOLLAR GENERAL

TIMBERS DRIVE
(60' W/R/W)



TEL	88700.DWG
DESIGNED BY	SS
DRAWN BY	SS
CHECKED BY	SS
DATE	4-28-18
PLOT DATE	4-28-18

DOLLAR GENERAL - HWY 52
ELECTRIC AND SAN. SEWER EASEMENT

EASEMENT

SHEET 1 OF 1



Real Estate Sales Validation Form

Grantor's Name The Broadway Group, LLC

Grantee's Name City of Dothan

Mailing Address 216 Westside Square

Mailing Address P.O. Box 2128

Huntsville, AL 35801

Dothan, AL 36302-2128

Property Address 2757 Hartford Highway

Date of Sale 4/28/16

Dothan, AL 36305

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 4-29-16

Print Jonathan Lucas

Unattested Sammy Danna

Sign [Signature]

(verified by)

(Grantor/Grantee/Owner/Agent) circle one