

**AGENDA  
CITY COMMISSION MEETING  
DOTHAN, ALABAMA  
10:00 A.M., May 17, 2016**

1. **Invocation: Pastor Kenneth Robinson - Alabama Avenue Missionary Baptist Church**
2. **Pledge of Allegiance: Commissioner Kenward**
3. **Roll Call:  
Schmitz\_\_Dorsey\_\_Newsome\_\_Kirkland\_\_Ferguson\_\_Kenward\_\_Crutchfield\_\_**

4. **Approval of Previous Minutes:**

- Minutes of Meeting of May 3, 2016.

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

- Proclamation – “Foster Care Month” – Jessica Oppert, Houston County Department of Human Resources.
- Proclamation – “Police Week” – Police Chief Steve Parrish.
- Proclamation – “Emergency Medical Services Week” – Fire Chief Larry Williams, Captain Sean Gibson.

Documents: [proclamation foster care month.pdf](#), [proclamation police week.pdf](#), [proclamation ems week.pdf](#)

6. **Communications from City Manager:**

- Fire Department Recognitions – Fire Chief Larry Williams, Captain Sean Gibson.

John T. Ingram EMT of the Year – Firefighter Robert Forbes.

Paramedic of the Year – Firefighter Brady Reeder.

- Police Department Recognitions:

Officer of the Year – Corporal Jonathan Godwin.

Supervisor of the Year – Lieutenant Rachel David.

Public Safety Dispatcher I – Employee of the Year – Taylor Williams.

7. **Communications from City Clerk:**

8. **Ord. No. \_\_\_\_\_ Rezoning property owned by Southland Bancorporation located at the southwest corner of Ross Clark Circle and Choctaw Street from O-2 (Office Park) and R-2 (Residential Single-Family, Medium Density) Districts to B-3 (Local Shopping) District.**

Documents: [rezoning southland bancorporation.pdf](#)

9. **Ord. No. \_\_\_\_\_ Rezoning property owned by Cathy Rase located at 2846 Columbia Highway from H-I (Heavy Industry) District to B-2 (Highway Commercial) District.**  
Documents: [rezoning cathy rase.pdf](#)
10. **Res. No. \_\_\_\_\_ Entering into an agreement with the Alabama Department of Transportation to trim trees and underbrush by utility lines along AL/US Route No. 52 (beginning at Milepost No. 59 and ending at Milepost No. 60.85) Dothan, Alabama.**  
Documents: [agreement aldot 52.pdf](#)
11. **Res. No. \_\_\_\_\_ Entering into an agreement with the Alabama Department of Transportation to trim trees and underbrush by utility lines along AL/US Route No. 210 (beginning at Milepost No. 0.5 and ending at Milepost No. 2.3) Dothan, Alabama.**  
Documents: [agreement aldot 210.pdf](#)
12. **Res. No. \_\_\_\_\_ Entering into a permit agreement with the Alabama Department of Transportation for the installation of a tapping sleeve and valve, ductile iron pipe, fire hydrant, and two taps with water meters for new Krystal's restaurant in Dothan, AL.**  
Documents: [agreement aldot krystals.pdf](#)
13. **Res. No. \_\_\_\_\_ Agreeing to allow the Fire Department to issue a fireworks permit for the Alabama State Games Fireworks Display to be held on Friday, June 10, 2016.**  
Documents: [state games fireworks display.pdf](#)
14. **Res. No. \_\_\_\_\_ Agreeing to donate and transfer ownership of Dothan Police Canine Rocky to Joseph Mosner; Dothan Police Canine Zipo to Darren Moody; and Dothan Police Canine Max to Peter Jones.**  
Documents: [transfer ownership of k9s.pdf](#)
15. **Res. No. \_\_\_\_\_ Amending Resolution No. 2012-29 with Legacy Inmate Communications to provide the Inmate Communications Management System, (iCON) in the Dothan City Jail to meet the new Federal Communications Commission Order 15-136 setting call charges.**  
Documents: [icon system.pdf](#)
16. **Res. No. \_\_\_\_\_ Accepting the proposal submitted by Carmichael Engineering, Inc., for construction monitoring and testing for the Westgate Aquatics Center, in the amount of \$17,116.00.**  
Documents: [proposal carmichael engineering.pdf](#)
17. **Res. No. \_\_\_\_\_ Applying for and accepting a Community Involvement Grant Award from the United States Tennis Association in the amount of \$2,000 to assist with expenses related to the Kids Day Event held during the 2016 USTA Dothan Pro Circuit Tennis Tournament, and appropriating funds for said grant award.**  
Documents: [community involvement grant award.pdf](#)
18. **Res. No. \_\_\_\_\_ Approving payment of invoices for the month of April, 2016 in the amount of \$10,775,523.59.**  
Documents: [invoices.pdf](#)
19. **Res. No. \_\_\_\_\_ Awarding bids and approving purchases over \$15,000.00 by the City.**  
Documents: [bids and purchases.pdf](#)

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

Documents: [travel request.pdf](#)

21. **Adjournment.**

# PROCLAMATION

*WHEREAS, the family, serving as the primary source of love, identity, self-esteem, and support, is the foundation of our communities and our State; and*

*WHEREAS, in Houston County there are one hundred thirty children and youth in foster care being provided with a safe, secure, and stable home along with the compassion and nurture of a foster family; and*

*WHEREAS, foster families, who open their homes and hearts to children whose families are in crisis, play a vital role in helping children and families heal and reconnect and launching children into successful adulthood; and*

*WHEREAS, there are numerous individuals, public and private organizations, as well as the contributions of foster families, who work to increase public awareness of the needs of children in and leaving foster care.*

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

## **"FOSTER CARE MONTH"**

*in Dothan, Alabama and urge all citizens to volunteer their talents and energies on behalf of children in foster care, foster parents, and the child welfare professional staff working with them during this month and throughout the year.*

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Dothan to be affixed this the 17<sup>th</sup> day of May, 2016.*

SEAL



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*Mike Schmitz  
Mayor*

Attest:

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*Tammy Danner  
City Clerk*

# PROCLAMATION

*WHEREAS, the Congress and President of the United States have designated May 15<sup>th</sup> as Peace Officers' Memorial Day, and the week in which May 15<sup>th</sup> falls as National Police Week; and*

*WHEREAS, the members of the Dothan Police Department play an essential role in safeguarding the rights and freedoms of citizens and visitors of the City of Dothan; and*

*WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement officers, and that members of our Police Department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and*

*WHEREAS, the men and women of the Dothan Police Department unceasingly provide a vital public service.*

*NOW, THEREFORE, I, Mike Schmitz, Mayor of the City of Dothan and in such capacity call upon all citizens of Dothan and upon all patriotic, civic and educational organizations to observe the week of May 15-21, 2016, as*

## *"Police Week"*

*with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.*

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Dothan to be affixed the 17<sup>th</sup> day of May, 2016.*

SEAL

Attest:

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*Tammy Danner  
City Clerk*



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*Mike Schmitz  
Mayor*

## Proclamation

*WHEREAS, emergency medical services is a vital public service and the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and*

*WHEREAS, access to quality emergency care by emergency medical services teams consisting of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators, and others dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and*

*WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their life saving skills; and*

*WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.*

*NOW, THEREFORE, I, Mike Schmitz, Mayor of the City of Dothan, do hereby proclaim the week of May 15 - 21, 2016, as*

### ***“EMERGENCY MEDICAL SERVICES WEEK”***

*with the theme, EMS Strong-Called to Care. I encourage the community to observe this week with appropriate programs, ceremonies, and activities.*

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Dothan to be affixed this the 17<sup>th</sup> day of May, 2016.*

*SEAL*

*Attest:*

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



\_\_\_\_\_  
*Mike Schmitz*  
*Mayor*

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 April 20, 2016, and after public notices and hearing thereon as required by law, Chapter 114 of the Code of Ordinances of the City of Dothan, Alabama, and the Zoning Map of the City of Dothan, Alabama, adopted therein and on file in the offices of the City Clerk and the City Engineer of the City of Dothan, Alabama, are hereby amended as follows:

The following described land, owned by Southland Bancorporation, now zoned R-2 & O-2 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:

LEGAL DESCRIPTION OF PROPERTY

A lot or parcels of land as surveyed by Andrew Bush Surveying LLC, dated March 8th, 2016, being Lots 2, 3, 4, 5, 6, (Less and Except the Right of Way Deeded to the City of Dothan For the Ross Clark Circle Right of Way) and a "Not Included Lot" adjacent to said Lots 2 and 3, on a plat entitled "First Addition to Airway Subdivision" as found Recorded in Plat Book 1, Page 105B, as Per Houston County, Alabama Probate Records, and said Lots being Further described as Follows: BEGINNING at a Found 3 inch Iron Pipe Marking the Intersection of the Southerly Side of Choctaw Street (70 ft R/W) and the East Side of Beecher Street (50 ft R/W), thence along said South Side a geodetic Bearing South 51°09'36" East a distance of 294.50 feet to a Set 1/2 inch iron pipe capped "26952" (SIP); thence continue along said Right of Way South 54°29'36" East a distance of 147.27 feet to a SIP marking the West Side of Ross Clark Circle (Right of Way Varies); thence along said West Side South 00°13'49" West a distance of 232.59 feet, being North 85 feet from a found 1 inch iron pipe (as per Plat information); thence leaving said West Side North 87°03'59" West a distance of 168.95 feet to a found 6 inch square concrete marker (ECM) beside a chain link fence; thence North 00°30'44" West a distance of 85.45 feet to a ECM; thence North 88°49'12" West a distance of 177.16 feet to a found 1.5 inch iron pipe ±2 ft High located on said East Side of Beecher Street; thence along said East Side North 00°09'11" West a distance of 405.04 feet; which is the POINT OF BEGINNING having an area of 2.50 acres more or less.

Said land Located in the Southwest 1/4 of the Northwest 1/4 of Section 15, Township 3 North, Range 26 East, and being the all or part of the same properties described in Deed 332, Page 209, Houston County, Alabama, Probate Records.

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

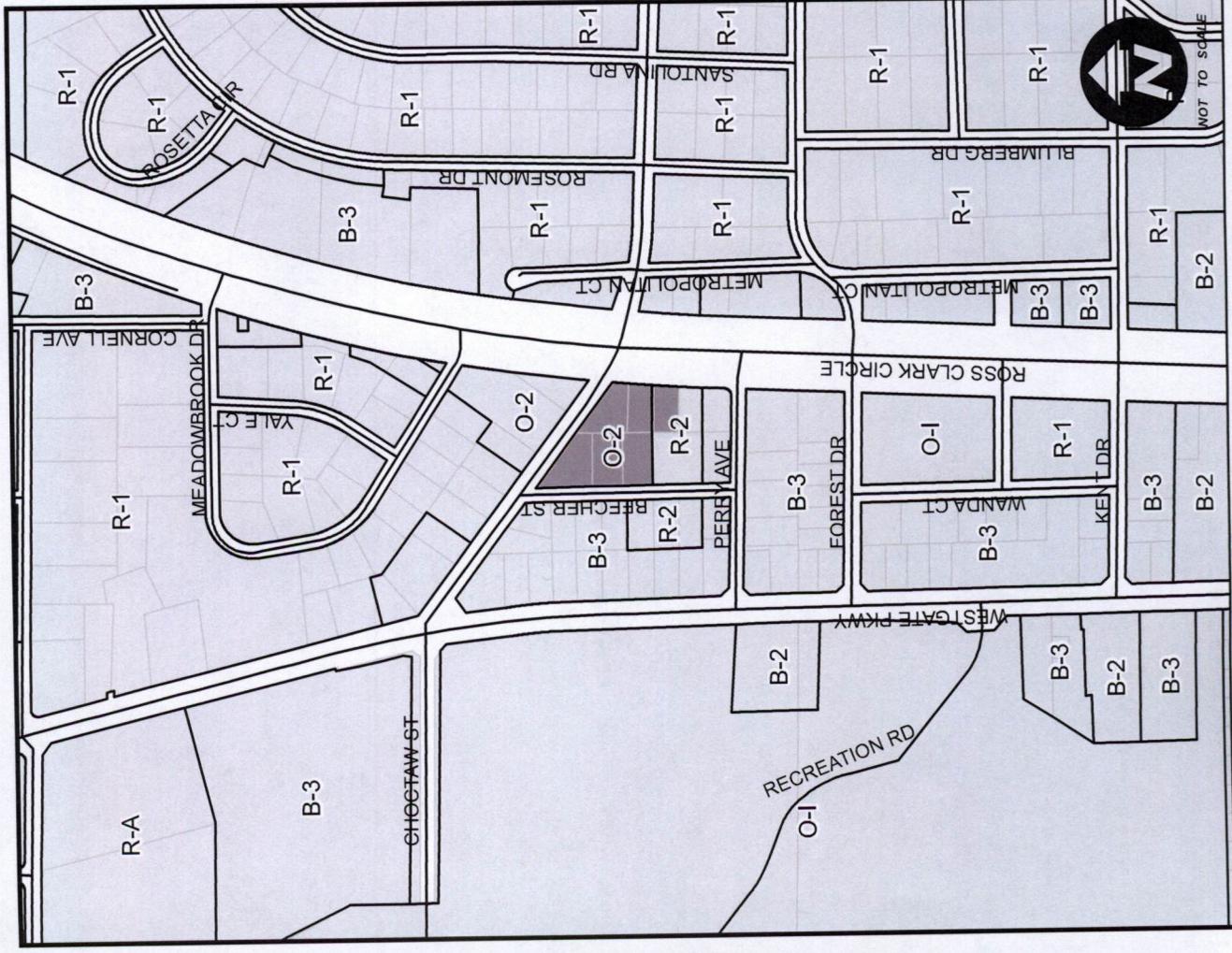
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I hereby certify that a copy of the above ordinance has been filed in the Office of the Probate Judge together with plans pertaining thereto.

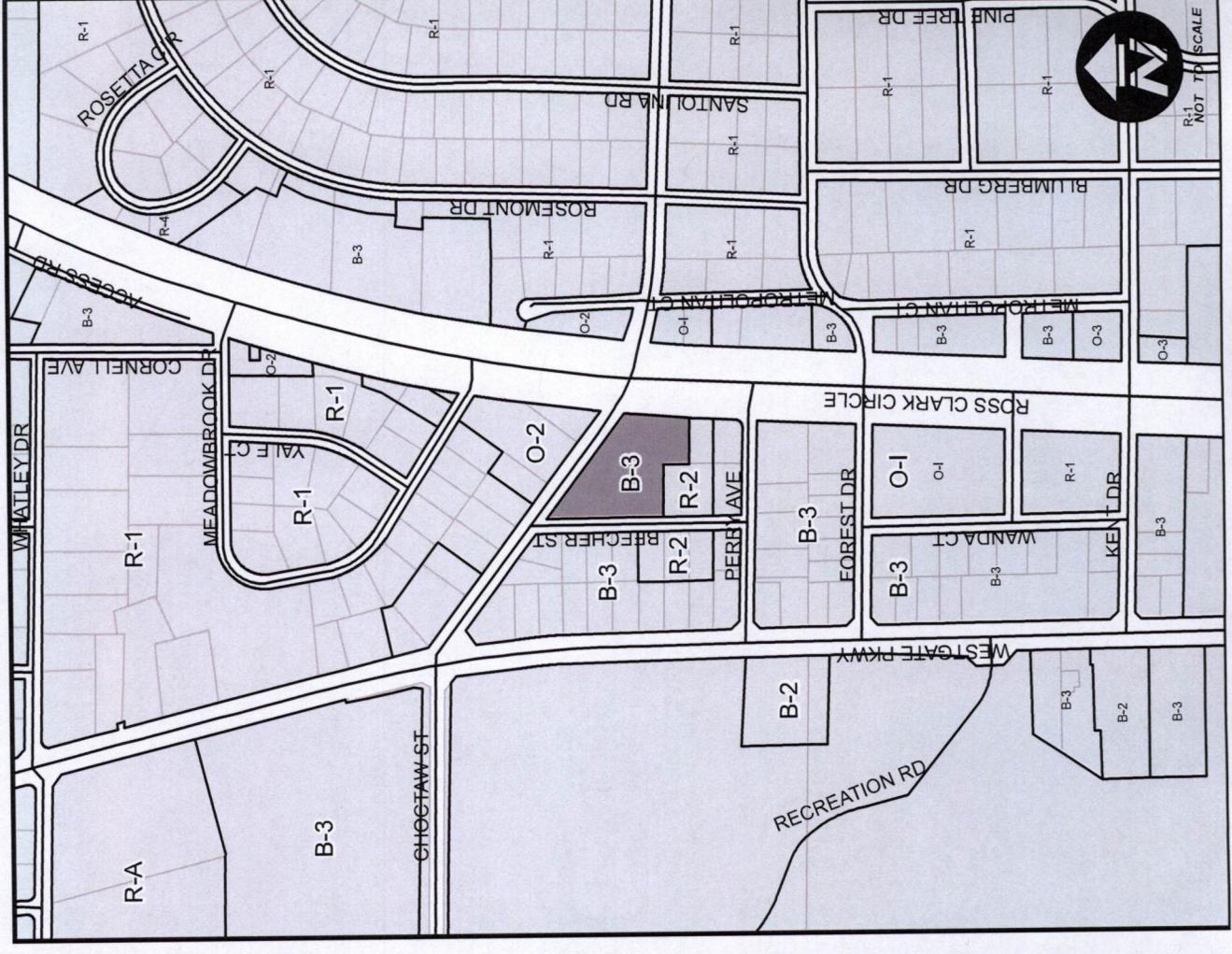
\_\_\_\_\_  
Tammy Danner, City Clerk

# Rezoning: 3299 Ross Clark Circle

Current Zoning - O-2: Office Park & R-2:  
Residential Single-Family, Medium Density



Proposed Zoning  
B-3: Local Shopping





**PLANNING COMMISSION  
STAFF REPORT – April 20, 2016 MEETING  
CASE NUMBER: RZ-16-0106  
Case Manager: Frank G. Breaux, AICP**

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**Summary of Information:**

Property Location:	3299 Ross Clark Circle
Requested Action:	Rezoning from O-2 & R-2 to B-3
Applicant:	Ameris Bank
Property Owner:	Ameris Bank

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**Zoning/Land Use:**

EXISTING LAND USE - SUBJECT	COMMERCIAL/FINANCIAL INSTITUTION
EXISTING LAND USE - NORTH	PUBLIC & SINGLE-FAMILY RESIDENCE
EXISTING LAND USE - SOUTH	SINGLE-FAMILY RESIDENCE/VACANT
EXISTING LAND USE - EAST	MEDICAL OFFICE
EXISTING LAND USE - WEST	SINGLE-FAMILY RESIDENCES/VACANT/OFFICES
ZONING DISTRICT(S) - SUBJECT	O-2 (OFFICE PARK) & R-2 (SINGLE-FAMILY MEDIUM DENSITY)
ZONING DISTRICT - NORTH	O-2 & R-1 (SINGLE-FAMILY LOW DENSITY)
ZONING DISTRICT - SOUTH	R-2
ZONING DISTRICT - EAST	O-1 (OFFICE/INSTITUTIONAL) & O-2
ZONING DISTRICT - WEST	B-3 (LOCAL SHOPPING) & R-2
PROPOSED ZONING - SUBJECT	B-3 (LOCAL SHOPPING)

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**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. Development or redevelopment of these areas is subject to all regulations as established in Article V, Development Plans.*

**General Discussion:** The subject property is approximately 2.5 acres in size and is located at the southwest corner of Ross Clark Circle and Choctaw Street. The property has frontages on Ross Clark Circle, Choctaw Street and Beecher Street and is the site of

Ameris Bank. A portion of the bank's property (Lot 6 of the First Addition to Airway Subdivision) is zoned R-2 and as such is a legal nonconformity. In order to cure the nonconformity and in order to make the bank's property as consistent as possible with the predominant B-3 zoning within its vicinity, the applicant seeks to rezone the property to the B-3 designation.



VICINITY

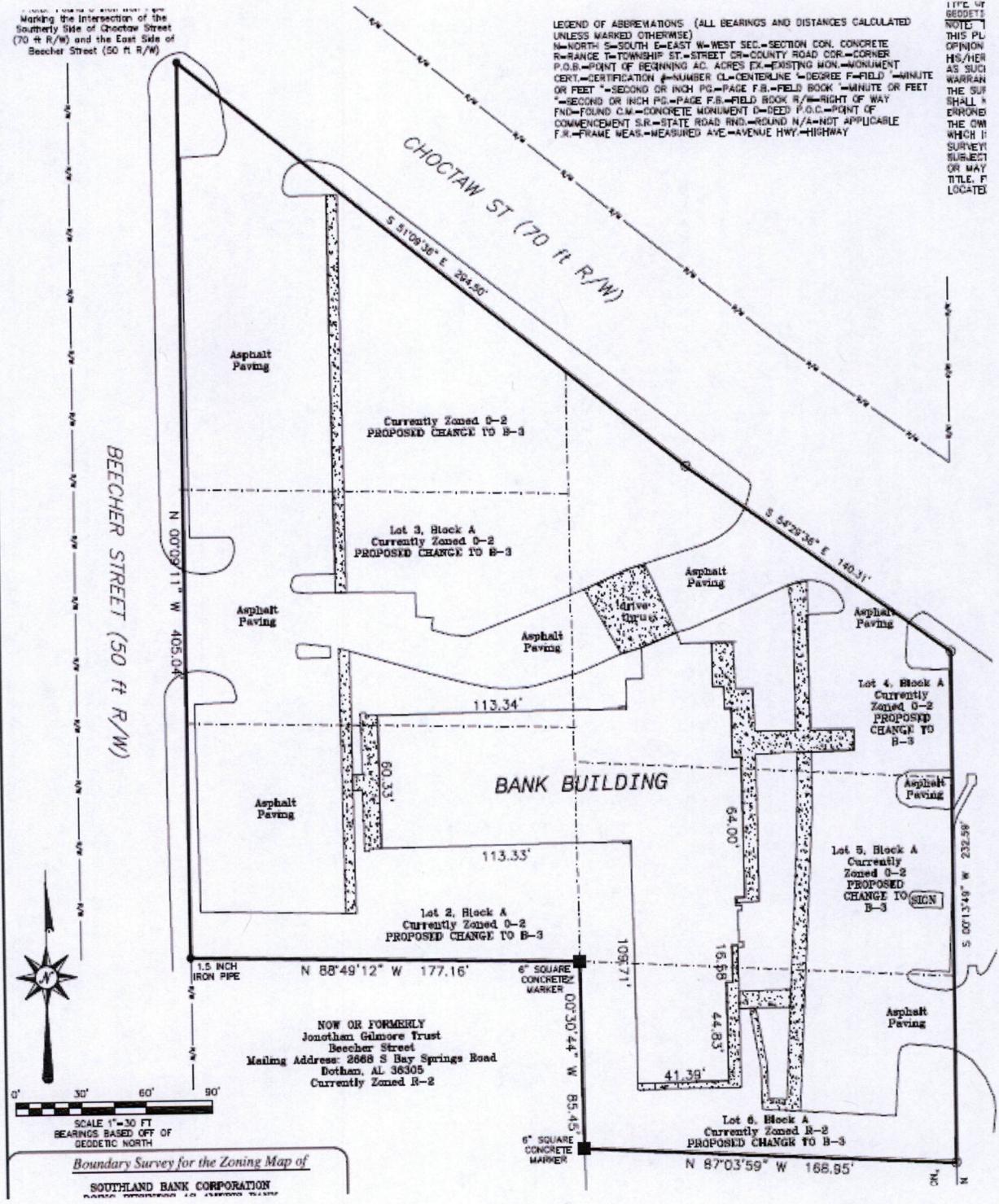


AERIAL

Marking the intersection of the Southerly Side of Choctaw Street (70 ft R/W) and the East Side of Beecher Street (50 ft R/W)

LEGEND OF ABBREVIATIONS (ALL BEARINGS AND DISTANCES CALCULATED UNLESS MARKED OTHERWISE)  
 N-NORTH S-SOUTH E-EAST W-WEST SEC.-SECTION CON.-CONCRETE  
 R-RANGE T-TOWNSHIP ST.-STREET CR.-COUNTY ROAD COR.-CORNER  
 P.O.B.-POINT OF BEGINNING AC. ACRES EX.-EXISTING MON.-MONUMENT  
 CERT.-CERTIFICATION #.-NUMBER CL.-CENTERLINE S-DEGREE F-FIELD -MINUTE OR FEET  
 OR FEET -SECOND OR INCH PG.-PAGE F.S.-FIELD BOOK R/R.-RIGHT OF WAY  
 -SECOND OR INCH PG.-PAGE F.S.-FIELD BOOK R/R.-RIGHT OF WAY  
 FND-FOUND C.M.-CONCRETE MONUMENT D-DEED P.O.C.-POINT OF COMMENCEMENT S.R.-STATE ROAD RND.-ROUND N/A.-NOT APPLICABLE  
 F.R.-FRAME WEAS.-MEASURED AVE.-AVENUE HWY.-HIGHWAY

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SCALE 1"=30 FT  
 BEARINGS BASED OFF OF  
 GEODETIC NORTH

Boundary Survey for the Zoning Map of  
 SOUTHLAND BANK CORPORATION

NOW OR FORMERLY  
 Jonathan Gilmore Trust  
 Beecher Street  
 Mailing Address: 2668 S Bay Springs Road  
 Dothan, AL 36305  
 Currently Zoned R-2

**SUBJECT PARCEL**

### Findings of Fact:

- A financial institution is not an allowed use in the R-2 Zoning District.
- A financial institution is a permitted “by right” use within the B-3 Zoning District.
- The property is adjacent to various commercial properties and occupies an otherwise commercial corner.
- The immediate vicinity constitutes a transitional area located between predominantly residential areas to the north and east and predominantly commercial and institutional areas to the south and west.
- With the exception of six (6) remaining R-2 lots, the entirety of Airway Subdivision is zoned for commercial use, and the predominant zoning classification is B-3.

**Land Use Impact on Vicinity:** The land uses allowed within the B-3 District are similar to and consistent with surrounding commercial and nearby residential properties. Ameris Bank is an existing use and rezoning the property to B-3 will have no impact on surrounding properties. In addition, B-3 zoning is generally more restrictive than O-2 zoning and more uses require Special Exception approval by the Board of Zoning Adjustment.

**Land Use Compatibility/Land Use Plan:** The Future Land Use Map identifies the subject parcel as suitable for office uses. The B-3 District is a transitional district by design and the allowable uses are very similar to but generally more restrictive than those within the O-2 District. The request may therefore be considered consistent with the Future Land Use Plan.

**Impact on the Environment:** The property is typical of others in the vicinity and there are no anticipated environmental impacts.

**Impact on Public Services and Facilities:** The property is located within the urbanized area with existing infrastructure. There are no impacts to public services or facilities with the proposed rezoning.

**Staff Recommendation:** Staff finds that the request is reasonable given the property's location and the applicant's desire to cure its nonconforming status. The rezoning of the subject property to B-3 will also make it consistent with the predominant B-3 zoning within its immediate vicinity. Staff therefore recommends that Case No. RZ-16-0106, a request to rezone 2.5 acres located at 3299 Ross Clark Circle from O-2 and R-2 to B-3, having been duly considered in a public hearing held on April 20, 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.

application to rezone to B-3 instead of B-2. He explained that because this is a downzoning from her original request, it would not have to be re-advertised. He described the site as a small corner property surrounded by single-family residential properties (R-4 and R-2) and that it was originally the site of a grocery store built in 1955. He said that it had not operated for over 20 years, and had lost its legal nonconforming status. He noted that the Future Land Use Map identifies this area as suitable for single-family residential uses, and that the request was therefore inconsistent with the Future Land Use Plan. He stated that the request to B-2 was problematic, but noted that the B-3 District, which is transitional by design, would be more acceptable, and that the intent of this District is to provide services to residences in the general vicinity (i.e. small retail store, office use or personal services). She asked that the Planning Commission consider her amended request for B-3 zoning. Mr. Breaux responded to a question from Mr. Tindall and explained that the size of the site may be an issue with constructing a commercial building with conforming parking, landscaping and buffers. Mr. Breaux stated that if the zoning remained R-4, up to seven (7) residential dwelling units could theoretically be constructed. He pointed out that once parking, buffers and landscaping, a storm water pond, etc., were factored in, that the site may more realistically accommodate a triplex or something similar. Mr. Cornelius disclosed that the property management company he owns manages an adjoining property, and that he will abstain from voting on this case. Mr. McDonald advised the commission that any development plan application forthcoming on this property will be presented to them for approval. **Chairman Harris called for a motion regarding RZ-16-0102, 1587 Third Avenue, rezoning from R-4 to B-3. Vice Chairman Coleman recommended that case RZ-16-0102, request for property rezoning at 1587 Third Ave. from R-4 to B-3, having been duly considered at a public hearing today April 20, 2016, be approved and referred to the Dothan City Commission for their approval. Ms. White seconded and the motion passed with five (5) approval votes; three (3) disapproval votes (Mr. Tindall, Ms. Pettway, and Mr. Palmer); and one (1) abstained vote (Mr. Cornelius).**

- \* 5. **RZ-16-0106: Request for recommendation of a Rezoning for 5 parcels located at 3299 Ross Clark Cir., (38-09-05-15-2-006-001.000, 38-09-15-2-006-002.000, 38-09-05-2-006-009.00, 38-09-05-15-2-006-010.000, 38-09-05-15-2-006-011.000), from O-2/R-2 to B-3, Ameris Bank.** Mr. Breaux explained that a portion of the bank site is zoned R-2, and as such is a legal nonconformity. In order to cure this nonconformity and make the bank's property as consistent as possible with the predominant B-3 zoning (transitional zoning) within its vicinity, the bank is requesting that their existing O-2 and R-2 zoning be changed to B-3. He noted that the entire property is 2.5 acres in size, that financial institutions are not allowed uses within the R-2 district, but would be a "by right" use within the B-3 District. He pointed out that there are numerous commercial properties in the immediate area, that there are only six (6) remaining R-2 lots on the block, and that this rezoning would create consistency and uniformity. He recommended that the Planning Commission approve the request. Mr. Ben Barron was representing Ameris Bank. He restated that the entire Ameris Bank property (5 parcels) are to be considered for the B-3 rezoning. Mr. Barron introduced Mr. Harry Pittman, President, and Kelly Pilot, Branch Manager, for

Ameris Bank who were also in attendance. **Chairman Harris called for a motion regarding RZ-16-0106. Ms. Pettway recommended that case RZ-16-0106, request for rezoning from O-2/R-2 to B-3 be approved and referred to the Dothan City Commission for their approval. Vice Chairman Coleman seconded and the motion passed unanimously.**

6. **Consent Items: Minor Development Plans & Subdivision Plats**

Mr. Breaux stated that Southern Blow Pipe had submitted a development plan for a small expansion of their facility located at 377 Bic Rd.

7. **Discussion: Zoning Ordinance Text Amendments**

Mr. Breaux presented a memorandum outlining text amendments identified since the last update of the Zoning Ordinance:

- 1) **Sec. 114-116 Establishment of Zoning Districts. Remove A-C from the Residential District table.**
- 2) **Reestablish Custom Assembly as a use within the Table of Permitted Uses.**
- 3) **Remove Personal Care Services from the Table of Permitted Uses in the O-3 District (ref. Kent Drive discussion)**
- 4) **Reestablish Single-Family Dwelling as a permitted use within the B-1 District.**

Each item was discussed individually by board members and staff. Mr. Harry Hall, an attorney representing Ms. Cathy Nguyen, owner of 701 Kent Drive, addressed the commission regarding item 3. He informed the commission that his client is in the process of submitting a development plan for this property and fears that she may encounter an unachievable deadline if the proposed text change is made to remove the Personal Care Services as a permitted use in O-3 District. He asked that any revisions made to the O-3 zoning Table of Permitted Uses by the Planning Commission have some provision to protect the use of this property as it was permitted at the time of purchase. Mr. Jim McCrory, 607 Kent Drive, restated his concern about this property and with allowing Personal Care Services in the O-3 District. Chairman Harris stated he was in agreement that the inclusion of the Personal Care Services in the O-3 zoning language was an error in the re-writing of the ordinance. Mr. McDonald agreed that the inclusion of the personal care services use was not in keeping with the original intent of the O-3 District.

Mr. Breaux continued to review his memo with two additional items for consideration:

- 5) **Architectural Requirements for commercial buildings.** He stated that staff is suggesting that specific language be inserted into the zoning regulations so that there is no confusion regarding the architectural requirements of the City.
- 6) **Temporary and Directional Signs.** Mr. McDonald stated that the City has struggled with finding ways to implement its sign regulations following the *Reed vs. Town of Gilbert*, AZ, Supreme Court decision. He pointed out the First Amendment issues associated with the case and gave a history of how the City has already amended its sign regulations in its attempt to comply with the law. He stated that he is in the process of drafting a text amendment and that he would hopefully have something for review at the May meeting.

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 April 20, 2016, and after public notices and hearing thereon as required by law, Chapter 114 of the Code of Ordinances of the City of Dothan, Alabama, and the Zoning Map of the City of Dothan, Alabama, adopted therein and on file in the offices of the City Clerk and the City Engineer of the City of Dothan, Alabama, are hereby amended as follows:

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

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

A parcel of land in the City of Dothan, Houston County, Alabama, and being more particularly described as follows: Commencing at the intersection of the East R/W of Beverly Road and the South R/W of Alabama Highway No. 52 a distance of 135.9 feet to the POINT OF BEGINNING, and thence N59°-12'-00"E along the South R/W of said Highway 172.50 feet to an existing iron pipe; thence S14°-53'-00"E 217.84 feet to and existing iron pipe; thence N82°-40'-26E 47.76 feet to an existing iron pipe; thence S00°-35'-34:E 210.80 feet to an existing concrete marker; thence N88°-48'-47"W 242.93 feet to an existing iron pipe; thence N00°-30'-18"E 78.84 feet to an existing iron pipe; thence S88°-44'-47"E 54.49 feet to a set iron pipe, thence N14°-52'-34"W 256.84 feet to the POINT OF BEGINNING. Said parcel being on the NW ¼ of the NW ¼ of Section 21, T3N, R27E, and containing 1.67 acres, more or less.

This conveyance is subject to subdivision restrictions, utility drainage and sewer easements, and minimum setback lines if any, applicable to the aforesaid property appearing of record in the Office of the Judge of Probate of Probate of Houston County, Alabama, This conveyance is also subject to any prior reservation, severance or conveyance of minerals or mineral rights.

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

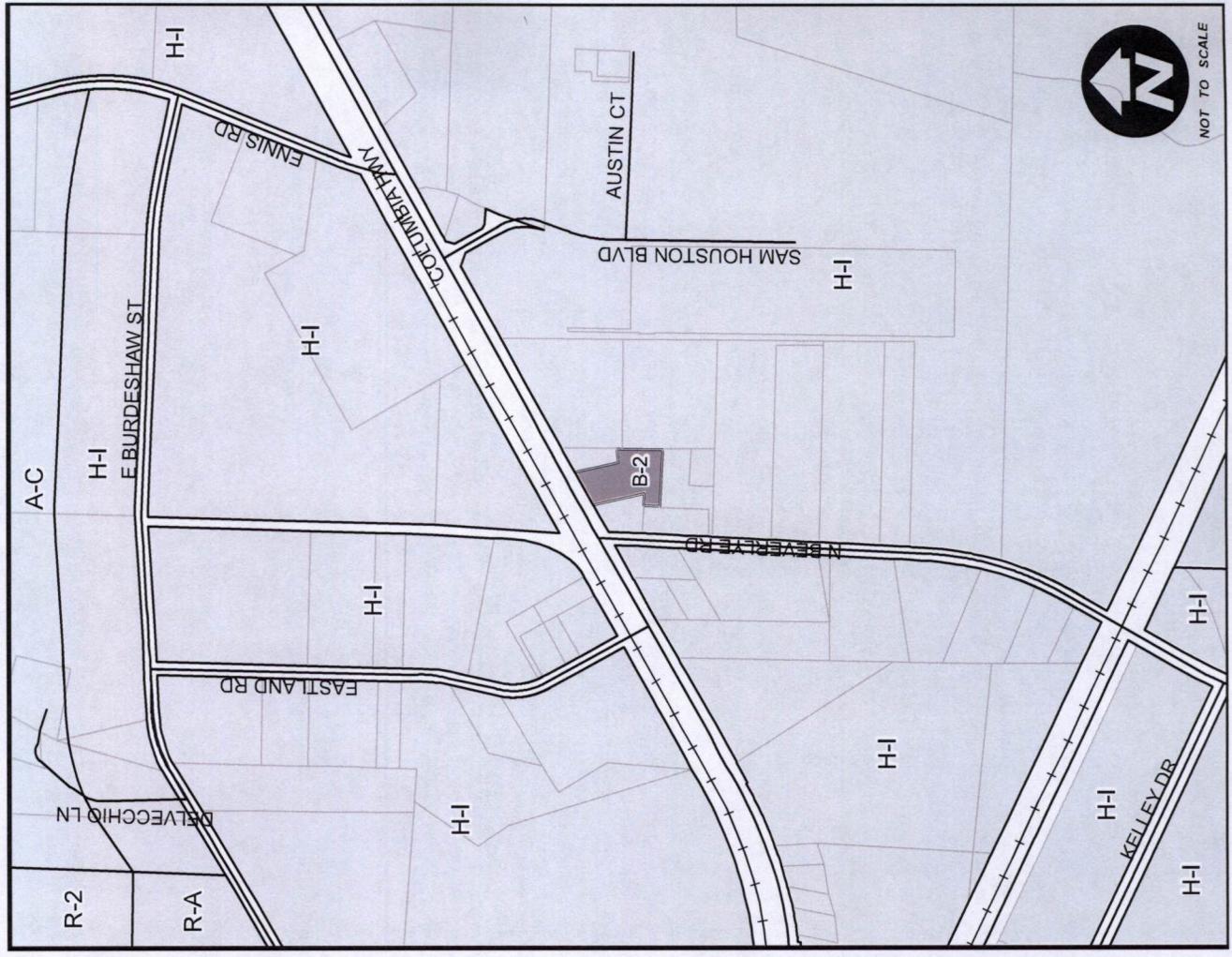
\*\*\*\*\*

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.

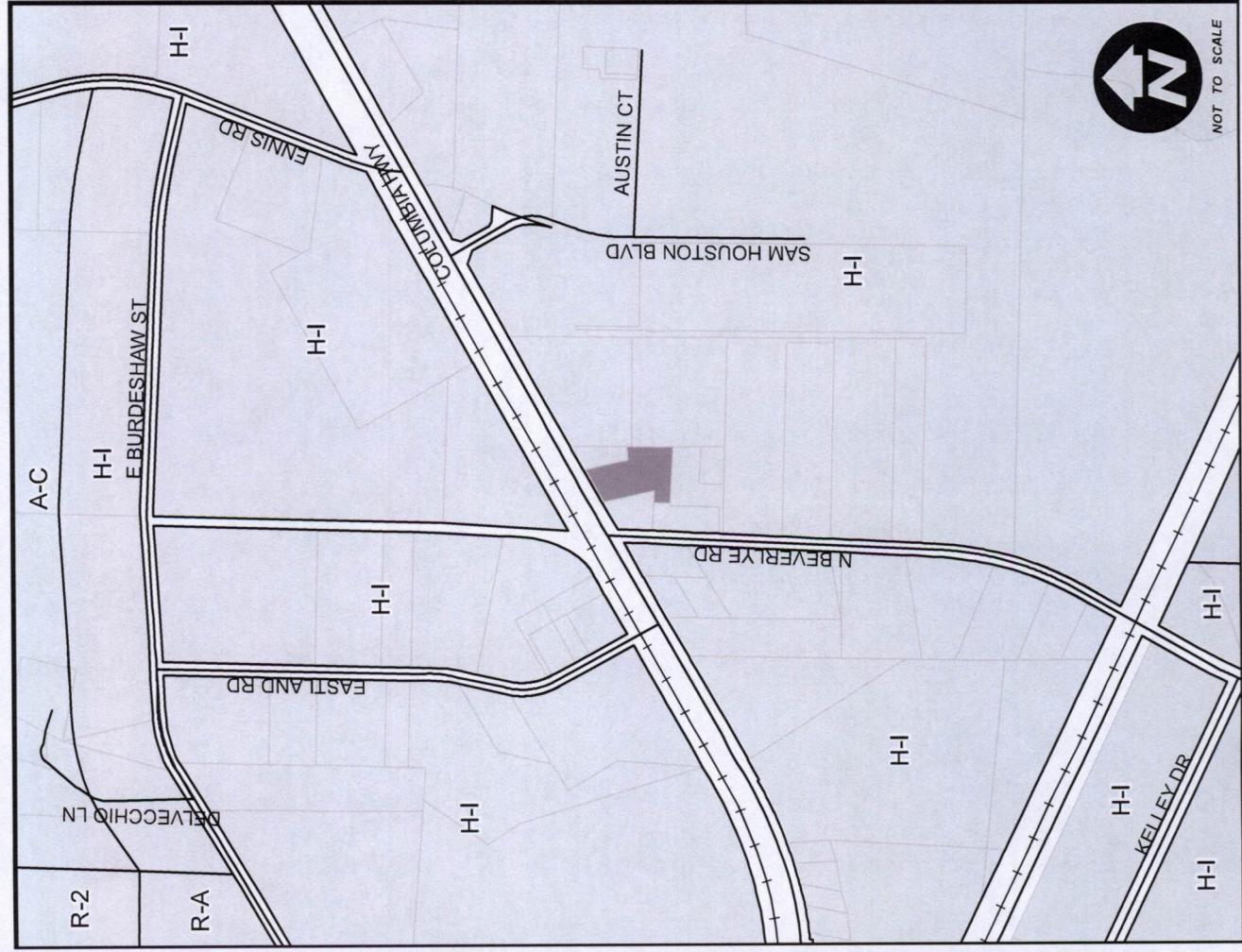
\_\_\_\_\_  
Tammy Danner, City Clerk

# Rezoning: 2846 Columbia Highway

## Proposed Zoning B-2: Highway Commercial



## Current Zoning - H-I: Heavy Industry





**PLANNING COMMISSION  
STAFF REPORT – April 20, 2016 MEETING  
CASE NUMBER: RZ-16-0091  
Case Manager: Frank G. Breaux, AICP**

---

**Summary of Information:**

Property Location:	2846 Columbia Highway
Requested Action:	Rezoning from H-I to B-2
Applicant:	Wendy Calhoon
Property Owner:	Wayne and Cathy Rase

---

**Zoning/Land Use:**

EXISTING LAND USE - SUBJECT	INSTITUTIONAL/COMMERCIAL DAYCARE
EXISTING LAND USE - NORTH	VACANT
EXISTING LAND USE - SOUTH	INDUSTRIAL/MANUFACTURING
EXISTING LAND USE - EAST	INDUSTRIAL/MANUFACTURING
EXISTING LAND USE - WEST	VACANT
ZONING DISTRICT - SUBJECT	H-I (HEAVY INDUSTRIAL)
ZONING DISTRICT - NORTH	H-I
ZONING DISTRICT - SOUTH	H-I
ZONING DISTRICT - EAST	H-I
ZONING DISTRICT - WEST	H-I
PROPOSED ZONING - SUBJECT	B-2 (HIGHWAY COMMERCIAL)

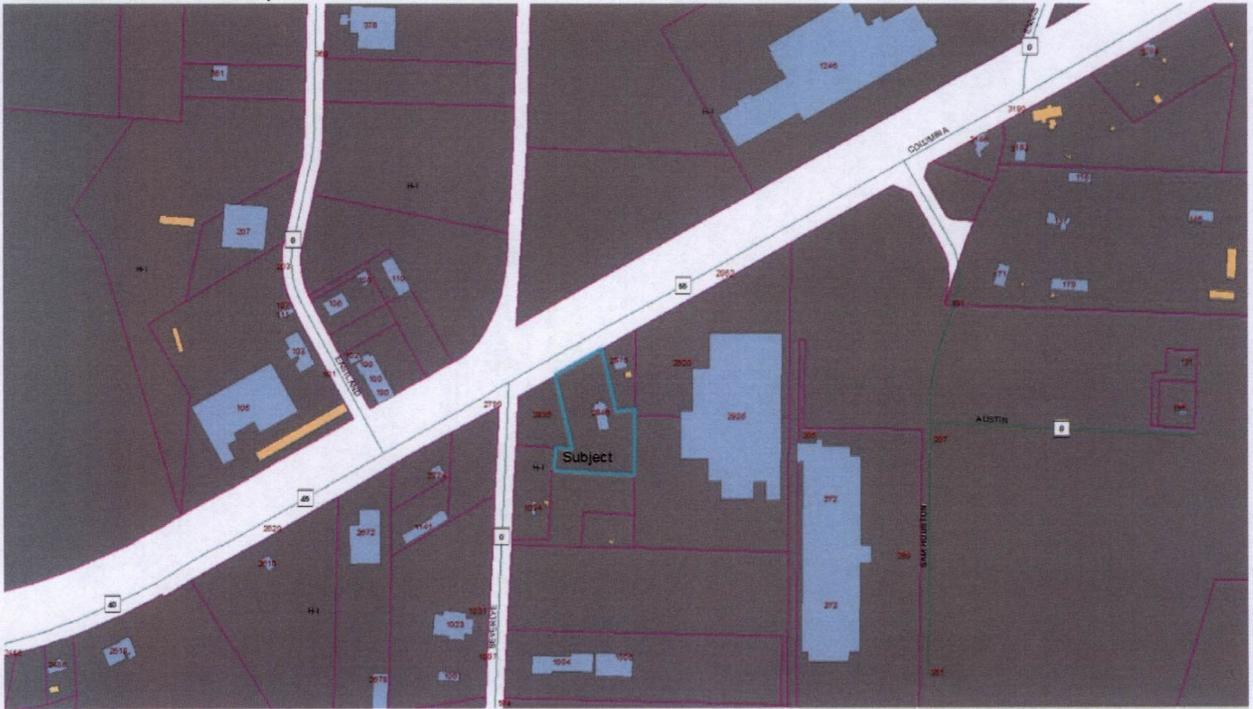
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**ARTICLE VII. - CLASSIFICATION AND ESTABLISHMENT OF USES**

**B-2, Highway commercial.** The B-2 district is intended for major retail and service activities removed from the CBD, with major thoroughfare access and with adequate open space and parking. Landscaping and aesthetic considerations are important to this area with regional significance. The district is intended to serve residents, non-residents and transient traffic using major thoroughfares that run through and around the city. Development or redevelopment of these areas is subject to all regulations as established in article V, development plans, and is also subject to regulations and design guidelines as established for the downtown overlay district.

**H-I, Heavy industry.** The H-I district is intended to provide for the competitive location for manufacturing and related industries that may, by nature, create nuisances. The intent is to preserve land for such industry in locations with access to major streets as designed on the thoroughfare plan, as well as locations generally accessible to railroad transportation and to prohibit residential uses. Due to the objectionable impacts that may be created in this district, special buffer requirements and/or setback areas will be required. Development or redevelopment of these areas is subject to all regulations as established in Article V,

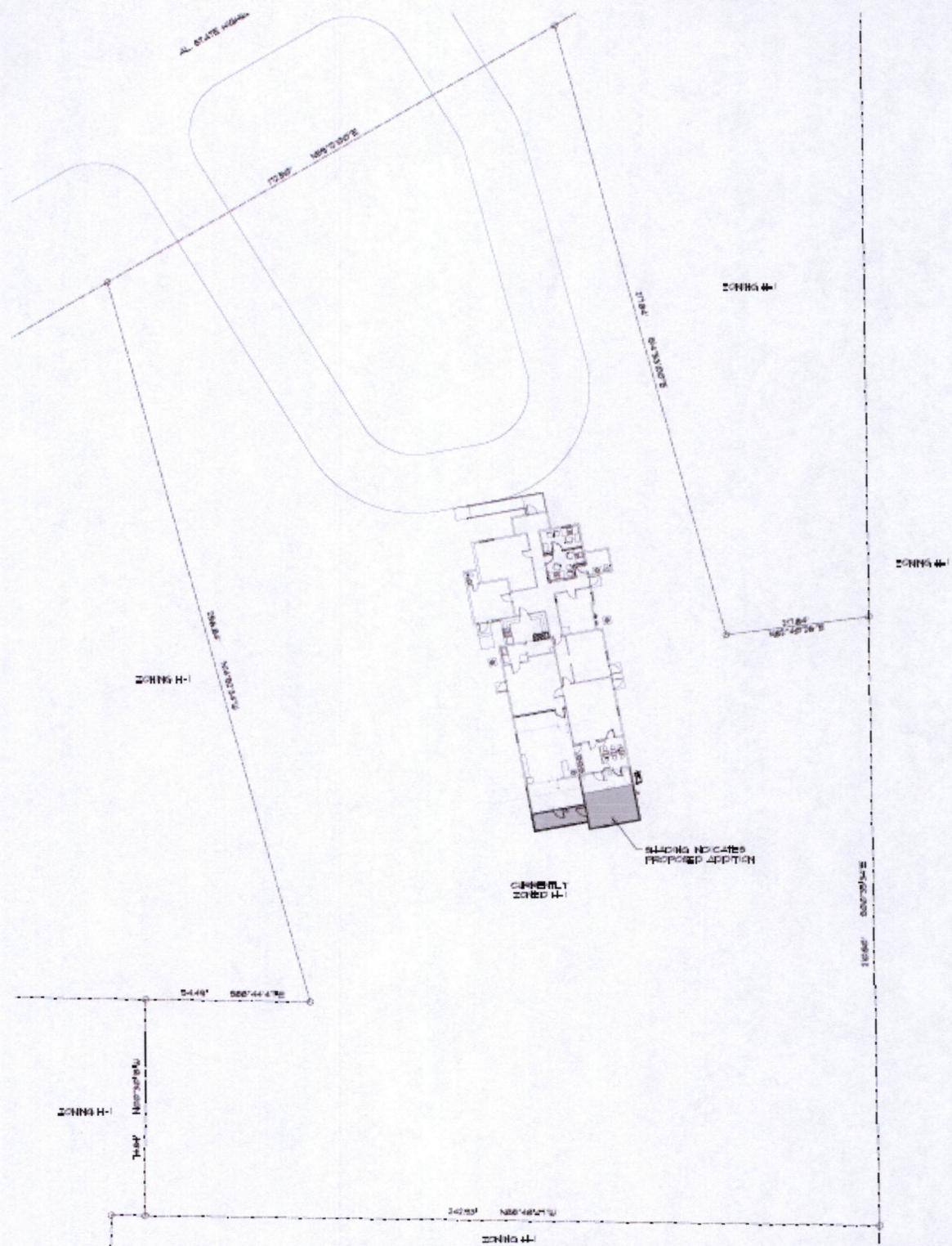
Development Plans, and is also subject to regulations and design guidelines as established for the Downtown Overlay District.



VICINITY



AERIAL



**PLAN - EXISTING SITE w/ LEGAL DESCRIPTION**  
 SCALE: 1" = 20'-0"

THIS PLAN IS THE PROPERTY OF THE CITY OF COTTONWOOD AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE CITY ENGINEER.

**SUBJECT PARCEL**

**General Discussion:** The applicant operates a commercial daycare on 1.67 acres of property and wishes to expand the use with a building addition. Upon applying for a building permit for the expansion, it was determined that the existing use is a legal nonconformity. Daycare uses are an institutional use and as such are not allowed within the H-I District. The proposal is to rezone the parcel from H-I to B-2 in order to accommodate the existing use and allow for its expansion.

**Findings of Fact:**

- A commercial daycare **is not** an allowable use within the H-I Zoning District and is therefore a legal nonconformity.
- A commercial daycare is a permitted **“by right”** use within the B-2 Zoning District.
- The applicant seeks to expand the building and to protect the future use of the property by rezoning to B-2.
- The property is located within an area where there are numerous industrial facilities, including Key Fire Hose which is located east of and adjacent to the subject. Key Fire Hose touts itself as the largest manufacturer of fire hose and related products in the world.
- The subject property is located within a thriving industrial area of the City.
- The daycare use received Special Exception approval from the Board of Zoning Adjustment on May 11, 2005. At the time, the property was zoned M-3 and commercial daycares were a use on appeal to the BZA.
- The nearest B-2 zoned properties are approximately  $\frac{3}{4}$  mile from the subject at the intersections of RCC and Kelly Road and RCC and East Burdeshaw Street.
- The nearest residential development is Grand Oaks Subdivision, a mobile home subdivision located on Cowarts Road approximately  $\frac{3}{4}$  miles east of the subject site.
- Apartments (and other problematic uses) are allowed by right within the B-2 District and such uses would not be compatible with the current H-I zoning.
- Rezoning to B-2 as proposed would constitute **Spot Zoning** because B-2 zoning is not complimentary to H-I zoning; and a daycare use is not mutually compatible with and supportive of heavy industrial land uses; and because the B-2 zoning would only benefit one land owner; and because B-2 zoning is not supported by the Future Land Use Map or Plan; and B-2 zoning would undermine the pre-existing rights and uses of adjacent property owners.

**Land Use Impact on Vicinity:** The existing daycare use is in direct conflict with the heavy industrial uses within its vicinity. Because of the buffering requirements of the zoning regulations, future industrial uses on adjacent parcels may be negatively impacted or deemed prohibitive. There is no buffer required between industrial uses. Existing industrial uses and properties should be protected from the encroachment of non-industrial uses and zoning.

**Land Use Compatibility/Land Use Plan:** The institutional use of a commercial daycare is not compatible with nearby industrial land uses and the Future Land Use Map identifies this

area as suitable for Heavy Industrial Uses. Existing industrial uses and properties should be protected from the encroachment of non-industrial uses and zoning.

**Impact on the Environment:** The property is typical of others in the vicinity and there are no anticipated environmental impacts.

**Impact on Public Services and Facilities:** The property is currently in use as a daycare and rezoning the property as proposed will have no additional impact on public facilities or services.

**Staff Recommendation:** Staff finds that the request is problematic given the conflicting land uses and the potential negative impact that rezoning to B-2 could have upon the existing industrial uses/properties. Staff further finds that the requested B-2 zoning classification is **inconsistent** with the Future Land Use Map and Plan and that the rezoning of this single parcel would constitute Spot Zoning. Staff therefore recommends that Case No. RZ-16-0091, a request to rezone 1.67 acres located at 2846 Columbia Highway from H-I to B-2, having been duly considered in a public hearing held on April 20, 2016, following advertised legal notice, **be referred to the Dothan City Commission for disapproval** with a negative recommendation from the Planning Commission subject to the provisions of the City of Dothan Zoning Ordinance.

**Old Business**

*None*

**New Business**

- \* 3. **RZ-16-0091: Request recommendation for Rezoning of 2846 Columbia Hwy, Eastside Childcare, (Parcel ID 381005212000004-001), from H-I (Heavy Industry) District to B-2 (Hwy. Commercial) District, for Wendy Calhoon, represented by Mark Pepe, Architect PC.** Mr. Breaux stated that this request arose from the applicant's desire to expand their existing commercial daycare. He explained that the property in the surrounding area is zoned heavy industrial, and their ability to obtain a building permit could not be accommodated because it is a legally existing non-conforming use in the H-I District. The B-2 zoning is being sought to allow for the building expansion as well as protection of the on-going use of the commercial daycare. He pointed out that in 2005, the BZA granted a Special Exception for the daycare operation in the M-3 zone, which no longer exists, and that a commercial daycare was a use on appeal to the BZA. Since then, the zoning has changed to H-I. He said that the nearest B-2 properties are approximately 0.75 miles away at Ross Clark Circle, Kelly Rd., and East Burdeshaw St. He explained that this request would allow B-2 zoning within a predominately H-I area and would constitute "Spot Zoning" because it would not be compatible with the heavy industrial land uses; it would only benefit one land owner (applicant); would not be consistent with the Future Land Use Map; and would undermine the pre-existing rights and uses of adjacent property owners. Therefore, staff does not support this request for rezoning to B-2 District. Mr. Mark Pepe, Architect, representing Wendy Calhoon (daycare owner) and Mr. & Mrs. Rase (property owners), spoke regarding the past operation of the daycare prior to the rezoning from M-3 to H-I and their plan to expand the daycare. Ms. Calhoon and Ms. Linda O'Connell, Alfred Saliba Family Services Center, are partners with the Eastside Childcare Head Start Program. Ms. O'Connell stated that the State recommended more square footage be added during the annual safety inspection, and awarded the facility federal grant monies to move ahead with the expansion. She further stated that this federal grant money must be spent by the end of September 2016. ***Chairman Harris called for a motion regarding RZ-16-0091. Vice Chairman Coleman recommended that case RZ-16-0091, request for rezoning of 1.67 acres located at 2846 Columbia Hwy. from H-I to B-2, be approved and referred to the Dothan City Commission for their approval. Ms. White seconded and the motion passed unanimously.***
4. **RZ-16-0102: Request recommendation for Rezoning of 0.390 acres, 1587 Third Ave., Parcel ID #38-10-09-30-3-003-026.000, from R-4 to B-2, Cornelia Turriffin.** Mr. Breaux stated the rezoning application was from R-4 to B-2 District, but he has received an email from the owner/applicant, Mrs. Turriffin, to amend her request based on staff's recommendation to B-3 District, Local Shopping. Mr. Breaux addressed the commission and informed them that the applicant had requested permission to amend their

**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 an agreement with the Alabama Department of Transportation to trim trees and underbrush by utility lines along AL/US Route No. 52 (beginning at Milepost No. 59 and ending at Milepost No. 60.85) Dothan, Alabama, which said agreement follows:

**ALABAMA DEPARTMENT OF TRANSPORTATION  
AGREEMENT TO TRIM TREES AND UNDERBRUSH  
BY UTILITIES ON RIGHT OF WAY**

County Houston

Permit Number \_\_\_\_\_

Milepost 60 - 60.85

Route Number Al. 52

Bonding Agency Travelers Casualty and Surety

Bond Number 106018742

THIS AGREEMENT is entered into this the 5th day of May, 2016, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as the ALDOT and Dothan Utilities, hereinafter referred to as the UTILITY.

WITNESSETH

Whereas, the UTILITY applies for permission to perform necessary maintenance to its utility lines along AL/US Route No. 52, beginning at Milepost No. 59 and ending at Milepost No. 60.85. This maintenance may consist of performing minor trimming to trees of less than 4" caliper, underbrush, and shrubs and herbicide applications for cut stump treatments along ALDOT ROW. All cut stump treatments shall be done at the time of tree trimming. All herbicide application shall be in accordance with the current edition of Chapter IV: ALDOT Herbicide Treatment Recommendations. Now, therefore, in order to preserve the right-of-way in an appropriate functional condition it is agreed between the parties hereto as follows:

1. A copy of the Agreement and the plans will be kept at the site of work at all times by the UTILITY. CW (initials)
2. ALDOT does not grant the UTILITY any right, title, or claim to any highway right-of-way. CW (initials)
3. The UTILITY will not store cuttings, material, excess dirt, or equipment on the right-of-way and in event of multi-lane highways, in the median strips. The pavement will be kept free by the UTILITY from mud and from excavation waste from trucks or other equipment. On completion of the work, all excess material will be removed from the right-of-way by the UTILITY. CW (initials)
4. The UTILITY shall notify the District Manager at least forty-eight (48) hours prior to any trimming or cutting beginning. No vegetation shall be trimmed or cut that is in place as a result of a Federal Aid landscape project. CW (initials)

5. The UTILITY shall notify the District Manager at least forty-eight (48) hours after trimming or cutting is completed so that an inspection of the site may be performed. All cut vegetation shall be removed from the highway right-of-way by the UTILITY at no cost to ALDOT.

CP (initials)

6. The trimming or cutting shall not adversely affect the aesthetics of the right-of-way. Any clean-up necessary for the cutting of vegetation not approved by ALDOT will be at the UTILITY's expense. Any damage to the ALDOT right-of-way incurred during the execution of this permit will be repaired immediately and at the UTILITY's expense. CP (initials)

7. 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. CP (initials)

8. The UTILITY 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 UTILITY 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 UTILITY 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.

CP (initials)

9. 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 UTILITY to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA. CP (initials)

10. Underground Damage Prevention Legislation, Alabama Act 94-487, is hereby made a part hereof by reference. The UTILITY 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 UTILITY shall keep a copy of such ticket at the site of work. CP (initials)

11. The UTILITY will provide all necessary and adequate safety precautions such as signs, flags, lights, barricades, and flagmen in accordance with the national Manual on Uniform Traffic Control Devices, of record in ALDOT. CP (initials)

12. 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 90 days from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work. CP (initials)

13. The UTILITY 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 UTILITY 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 UTILITY and the UTILITY agrees to pay ALDOT all such costs as a result.

CP (initials)

14. Once work is begun, the UTILITY shall pursue the work continuously and diligently until completion. Should the UTILITY feel that the work cannot be completed in a 90 day 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. CP (initials)

15. The UTILITY will file with ALDOT an acceptable certified check or bond in the penal amount of \$75,000 (Bond Number: 106018742) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 12. 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 UTILITY; 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. CP (initials)

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

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

X If the UTILITY 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 UTILITY 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 UTILITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the UTILITY 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 UTILITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the UTILITY, its agents, servants, representatives or employees, or anyone for whose acts the UTILITY may be liable.

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

The UTILITY 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 UTILITY 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 UTILITY 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 UTILITY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the UTILITY, its agents, servants, representatives, employees or assigns.

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

The UTILITY shall be responsible for damage to life and property due to activities of the UTILITY of employees of UTILITY in connection with the work or services under this Agreement. The UTILITY agrees that its contractors, subcontractors, agents, servants, vendors or employees of UTILITY shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The UTILITY is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The UTILITY 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 UTILITY. The UTILITY 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 UTILITY agrees the ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the UTILITY, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The UTILITY shall require, its contractors and its subcontractors, agents, servants or vendors, as a term of its contract with the UTILITY, to include the 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 UTILITY a copy of the insurance policy declaration sheet confirming the addition of the ALDOT thereto.

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

The UTILITY 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 UTILITY's failure to comply with all applicable laws or regulations.

17. This agreement when executed will not be valid or binding until the UTILITY has complied with all existing ordinances, laws, and zoning boards that have jurisdiction in the county, city, or municipality in which the facilities are located. CP (initials)

18. The attached map/drawing are incorporated herein and deemed a part of the Permit identified as Attached Exhibit A. The identifiable/highlighted lines on Exhibit A are to be used as a guide that is deemed as the area of work. CP (initials)

19. Failure to comply with each and every stipulation in this permit shall be grounds to deny future consideration to this UTILITY. CP (initials)

20. This permit applies only to work performed on State highways. Any proposed trimming on Interstate routes must be submitted on a MB-05, Grading and Landscaping Permit. CP (initials)

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 5th day of May, 2016.

City of Dothan (Dothan Utilities)  
Name of Utility

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Signature and Title of Utility Representative

P.O. Box 2128 Dothan, Alabama 36302  
Mailing Address of Utility (Line 1)

\_\_\_\_\_  
Mailing Address of Utility (Line 2)

334-615-3111  
Telephone Number of Utility

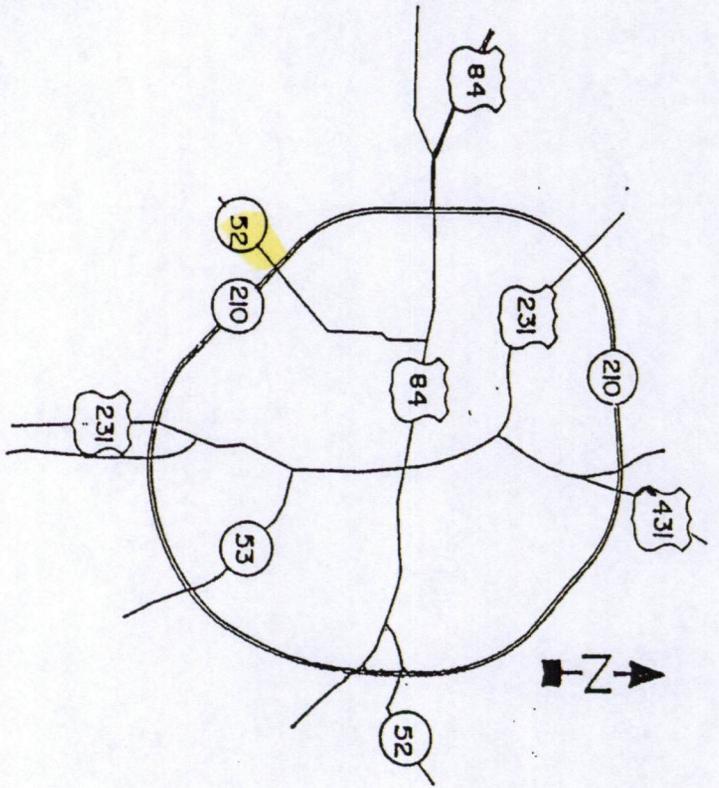
**APPROVED:  
ALABAMA DEPARTMENT OF TRANSPORTATION  
ACTING BY AND THROUGH ITS  
TRANSPORTATION DIRECTOR**

\_\_\_\_\_  
**District Manager**

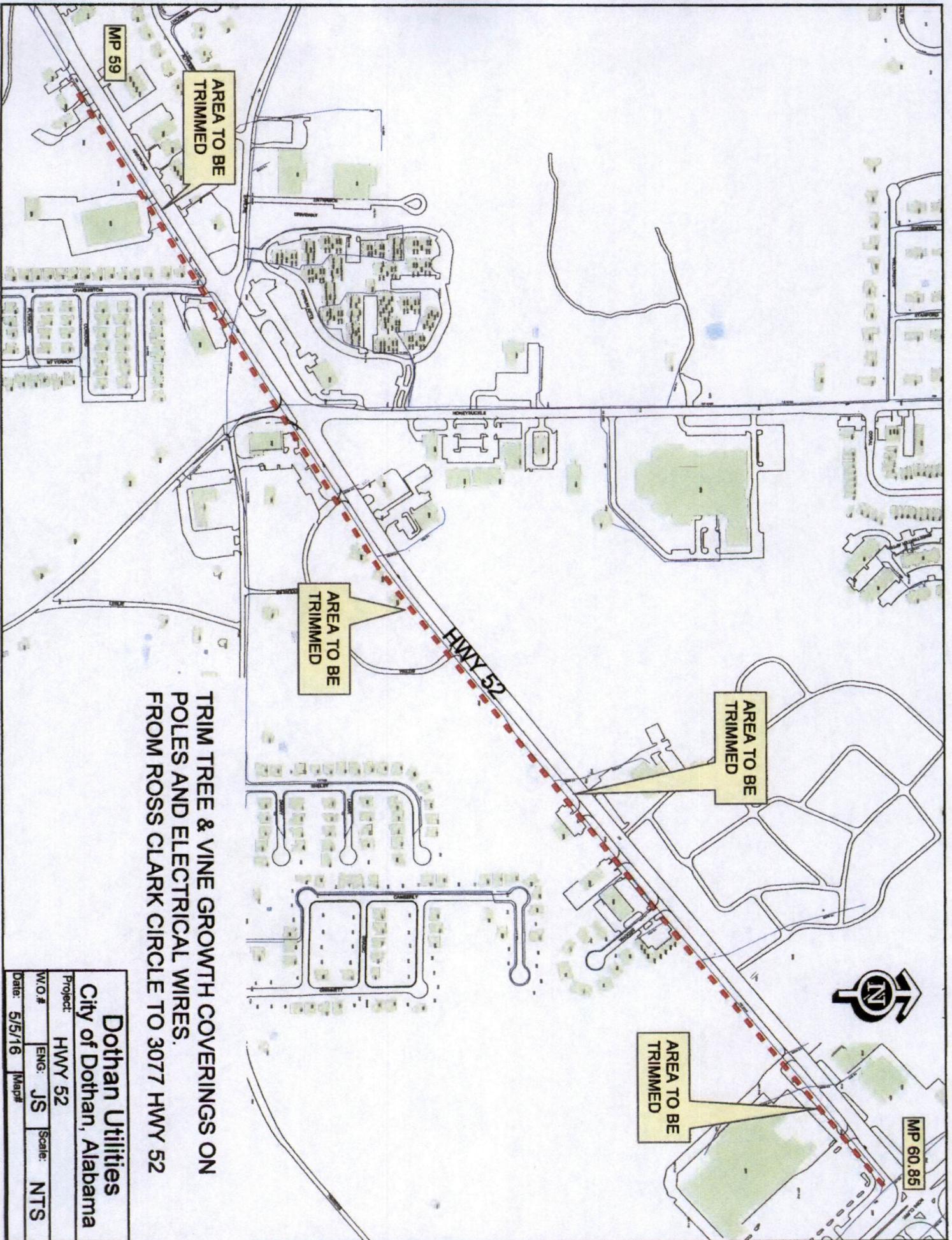
\_\_\_\_\_  
**Approval Date**

**This permit shall expire on:** \_\_\_\_\_

EXHIBIT A

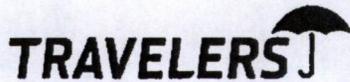


REVISIONS			
ENGINEER	DRAWN BY	DATE	
<b>ELECTRICAL DEPARTMENT</b> CITY OF DOTHAN, ALABAMA <b>ELECTRICAL LAYOUT</b>			
W.O. #	ENGINEER	DATE	POST FR
L.E.R. No.	DRAWN BY		POST SEC. 1
DATE	SCALE		W.P. #
			FILE #



TRIM TREE & VINE GROWTH COVERINGS ON  
 POLES AND ELECTRICAL WIRES.  
 FROM ROSS CLARK CIRCLE TO 3077 HWY 52

<b>Dothan Utilities</b>			
City of Dothan, Alabama			
Project:	HWY 52	Scale:	NTS
W.O.#	ENG: JS	Date:	5/5/16
		Map#	



**VERIFICATION CERTIFICATE**

License No. \_\_\_\_\_

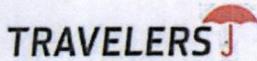
Bond No.: 106018742

THIS IS TO CERTIFY that the above referenced Bond,  
issued by Travelers Casualty and Surety Company of America,  
dated March 10, 2014, in the amount of Seventy Five Thousand Dollars and 00/100 ( \$75,000 ) on behalf of  
City of Dothan (as Principal),  
and in favor of Alabama Department of Transportation (as Oblige),  
remains in effect, subject to all agreements, conditions and limitations.

Signed, sealed and dated April 14, 2016

Travelers Casualty and Surety Company of America

By: Phyllis D. Peters  
Phyllis D. Peters Attorney-in-Fact



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 228501

Certificate No. 006275779

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

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

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

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

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

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



State of Connecticut
City of Hartford ss.

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

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

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



[Signature]
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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

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

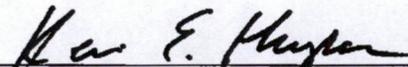
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of April, 20 16

  
Kevin E. Hughes, Assistant Secretary



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

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

**Res. No.** \_\_\_\_\_ Entering into an agreement with the 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 enter into said agreement for and in the name of the City of Dothan.

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

**ATTEST:**

\_\_\_\_\_

**City Clerk**

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

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

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

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

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

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

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

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

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

**Section 1.** That, upon recommendation of the Dothan Utilities Director, Billy R. Mayes, the City of Dothan, Alabama, enters into an agreement with the Alabama Department of Transportation to trim trees and underbrush by utility lines along AL/US Route No. 210 (beginning at Milepost No. 0.5 and ending at Milepost No. 2.3) Dothan, Alabama, which said agreement follows:

**ALABAMA DEPARTMENT OF TRANSPORTATION  
AGREEMENT TO TRIM TREES AND UNDERBRUSH  
BY UTILITIES ON RIGHT OF WAY**

County Houston Permit Number \_\_\_\_\_  
Milepost .5 - 2.3 Route Number Al. 210  
Bonding Agency Travelers Casualty and Surety Bond Number 106018742

THIS AGREEMENT is entered into this the 5th day of May, 2016, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as the ALDOT and Dothan Utilities, hereinafter referred to as the UTILITY.

WITNESSETH

Whereas, the UTILITY applies for permission to perform necessary maintenance to its utility lines along AL/US Route No. 210, beginning at Milepost No. .5 and ending at Milepost No. 2.3. This maintenance may consist of performing minor trimming to trees of less than 4" caliper, underbrush, and shrubs and herbicide applications for cut stump treatments along ALDOT ROW. All cut stump treatments shall be done at the time of tree trimming. All herbicide application shall be in accordance with the current edition of Chapter IV: ALDOT Herbicide Treatment Recommendations. Now, therefore, in order to preserve the right-of-way in an appropriate functional condition it is agreed between the parties hereto as follows:

1. A copy of the Agreement and the plans will be kept at the site of work at all times by the UTILITY. CLP (initials)
2. ALDOT does not grant the UTILITY any right, title, or claim to any highway right-of-way. CLP (initials)
3. The UTILITY will not store cuttings, material, excess dirt, or equipment on the right-of-way and in event of multi-lane highways, in the median strips. The pavement will be kept free by the UTILITY from mud and from excavation waste from trucks or other equipment. On completion of the work, all excess material will be removed from the right-of-way by the UTILITY. CLP (initials)
4. The UTILITY shall notify the District Manager at least forty-eight (48) hours prior to any trimming or cutting beginning. No vegetation shall be trimmed or cut that is in place as a result of a Federal Aid landscape project. CLP (initials)

5. The UTILITY shall notify the District Manager at least forty-eight (48) hours after trimming or cutting is completed so that an inspection of the site may be performed. All cut vegetation shall be removed from the highway right-of-way by the UTILITY at no cost to ALDOT.

CW (initials)

6. The trimming or cutting shall not adversely affect the aesthetics of the right-of-way. Any clean-up necessary for the cutting of vegetation not approved by ALDOT will be at the UTILITY's expense. Any damage to the ALDOT right-of-way incurred during the execution of this permit will be repaired immediately and at the UTILITY's expense. CW (initials)

7. 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. CW (initials)

8. The UTILITY 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 UTILITY 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 UTILITY 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.

CW (initials)

9. 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 UTILITY to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA. CW (initials)

10. Underground Damage Prevention Legislation, Alabama Act 94-487, is hereby made a part hereof by reference. The UTILITY 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 UTILITY shall keep a copy of such ticket at the site of work. CW (initials)

11. The UTILITY will provide all necessary and adequate safety precautions such as signs, flags, lights, barricades, and flagmen in accordance with the national Manual on Uniform Traffic Control Devices, of record in ALDOT. CW (initials)

12. 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 90 days from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work. CW (initials)

13. The UTILITY 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 UTILITY 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 UTILITY and the UTILITY agrees to pay ALDOT all such costs as a result.

CW (initials)

14. Once work is begun, the UTILITY shall pursue the work continuously and diligently until completion. Should the UTILITY feel that the work cannot be completed in a 90 day 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.     CW     (initials)

15. The UTILITY will file with ALDOT an acceptable certified check or bond in the penal amount of \$ 75,000 (Bond Number: 106018742) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 12. 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 UTILITY; 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.     CW     (initials)

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

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

  X   If the UTILITY 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 UTILITY 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 UTILITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the UTILITY 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 UTILITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the UTILITY, its agents, servants, representatives or employees, or anyone for whose acts the UTILITY may be liable.

       If the UTILITY is county government then:  
The UTILITY 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 UTILITY 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 UTILITY 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 UTILITY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the UTILITY, its agents, servants, representatives, employees or assigns.

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

The UTILITY shall be responsible for damage to life and property due to activities of the UTILITY of employees of UTILITY in connection with the work or services under this Agreement. The UTILITY agrees that its contractors, subcontractors, agents, servants, vendors or employees of UTILITY shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The UTILITY is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The UTILITY 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 UTILITY. The UTILITY 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 UTILITY agrees the ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the UTILITY, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The UTILITY shall require, its contractors and its subcontractors, agents, servants or vendors, as a term of its contract with the UTILITY, to include the 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 UTILITY a copy of the insurance policy declaration sheet confirming the addition of the ALDOT thereto.

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

The UTILITY 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 UTILITY's failure to comply with all applicable laws or regulations.

17. This agreement when executed will not be valid or binding until the UTILITY has complied with all existing ordinances, laws, and zoning boards that have jurisdiction in the county, city, or municipality in which the facilities are located. awp (initials)

18. The attached map/drawing are incorporated herein and deemed a part of the Permit identified as Attached Exhibit A. The identifiable/highlighted lines on Exhibit A are to be used as a guide that is deemed as the area of work. awp (initials)

19. Failure to comply with each and every stipulation in this permit shall be grounds to deny future consideration to this UTILITY. awp (initials)

20. This permit applies only to work performed on State highways. Any proposed trimming on Interstate routes must be submitted on a MB-05, Grading and Landscaping Permit. awp (initials)

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 5th day of May, 2016.

City of Dothan (Dothan Utilities)  
Name of Utility

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Signature and Title of Utility Representative

P.O. Box 2128 Dothan, Alabama 36302  
Mailing Address of Utility (Line 1)

\_\_\_\_\_  
Mailing Address of Utility (Line 2)

334-615-3111  
Telephone Number of Utility

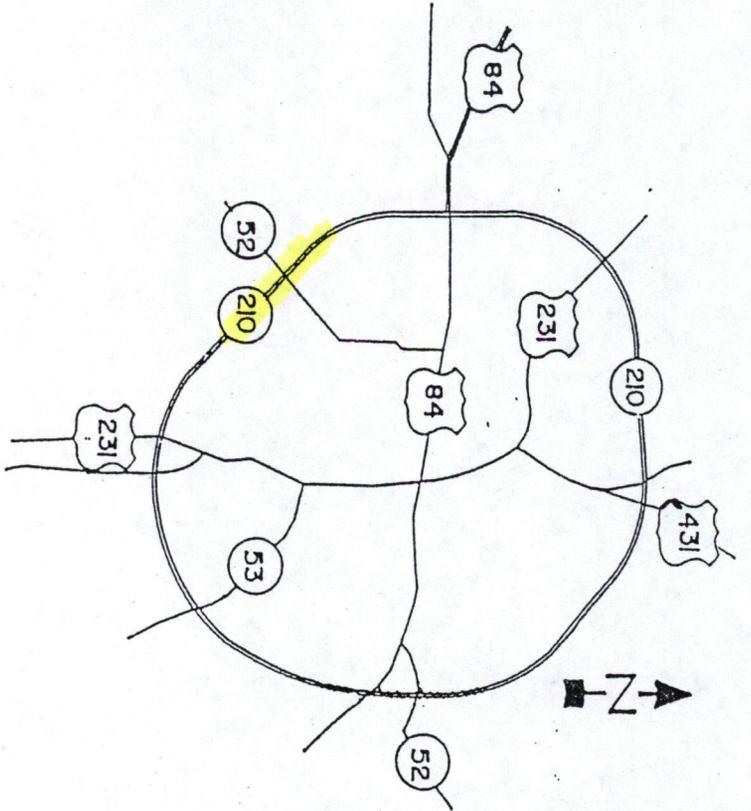
**APPROVED:  
ALABAMA DEPARTMENT OF TRANSPORTATION  
ACTING BY AND THROUGH ITS  
TRANSPORTATION DIRECTOR**

\_\_\_\_\_  
**District Manager**

\_\_\_\_\_  
**Approval Date**

**This permit shall expire on:** \_\_\_\_\_

EXHIBIT A



REVISIONS			
ENGINEER	DRAWN BY	DATE	
<b>ELECTRICAL DEPARTMENT</b> CITY OF DOTHAN, ALABAMA <b>ELECTRICAL LAYOUT</b>			
V.O. #	ENGINEER	DATE	POST PR
L & P No.	DRAWN BY		POST SEC
DATE	SCALE		MAP #
			FILE #

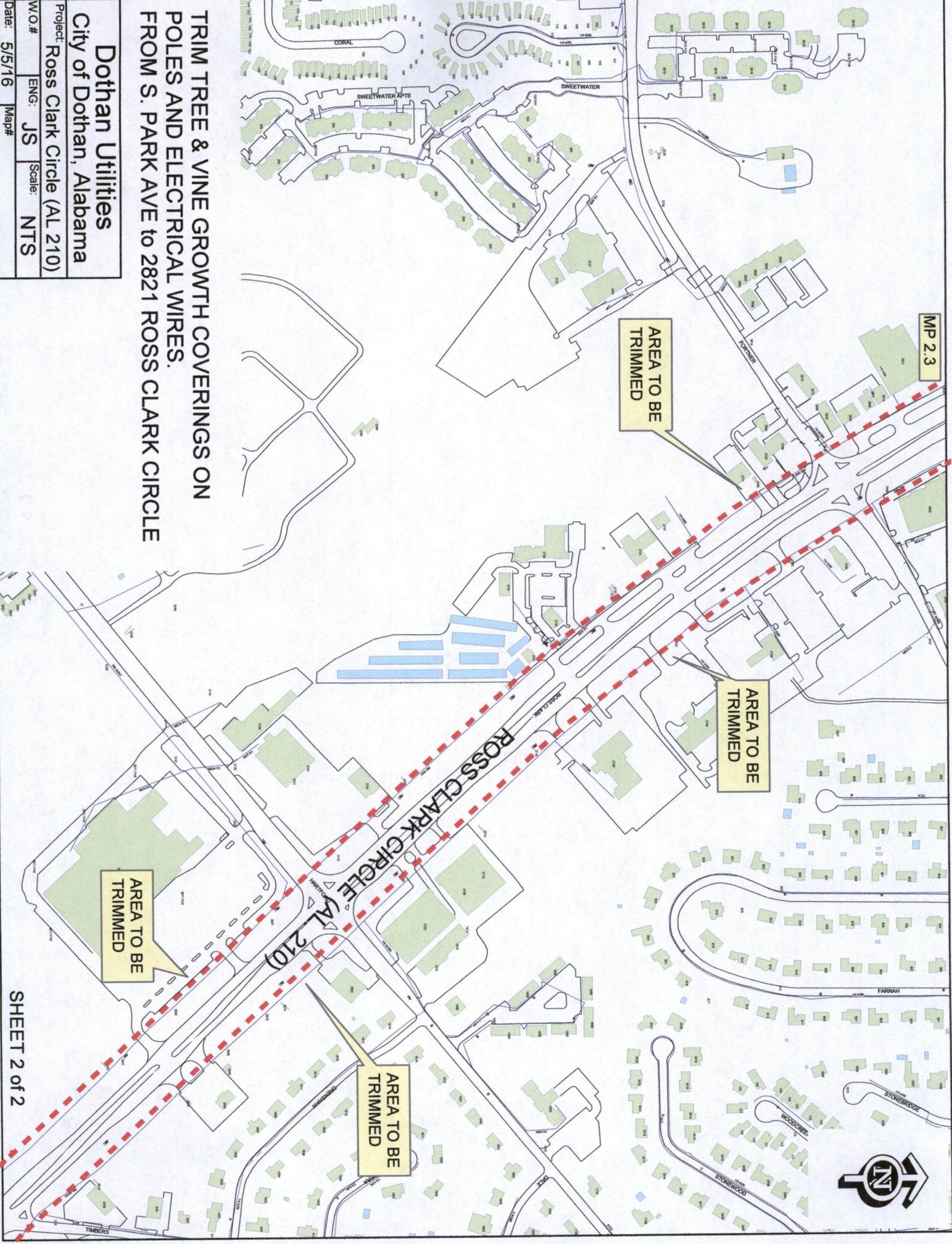
**Dothan Utilities**  
 City of Dothan, Alabama

Project: Ross Clark Circle (AL 210)

W.O.#	ENG:	Scale:
	JS	NTS

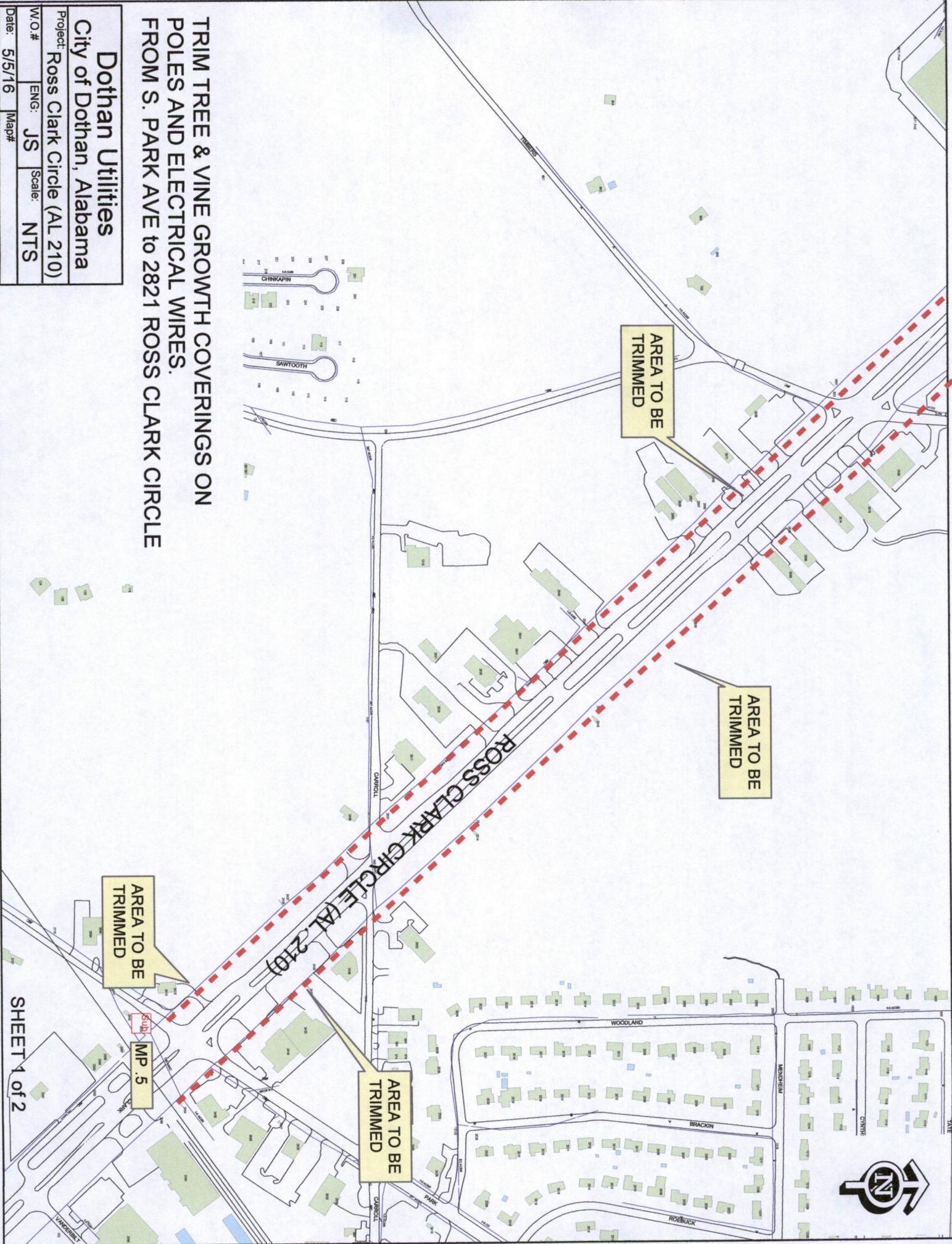
Date: 5/5/16 Map#

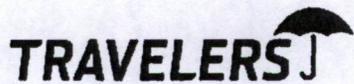
**TRIM TREE & VINE GROWTH COVERINGS ON  
 POLES AND ELECTRICAL WIRES.  
 FROM S. PARK AVE to 2821 ROSS CLARK CIRCLE**



<b>Dothan Utilities</b>			
City of Dothan, Alabama			
Project: Ross Clark Circle (AL 210)			
W.O.#	ENG:	Scale:	
	JS	NTS	
Date: 5/5/16	Map#		

TRIM TREE & VINE GROWTH COVERINGS ON  
POLES AND ELECTRICAL WIRES.  
FROM S. PARK AVE to 2821 ROSS CLARK CIRCLE





**VERIFICATION CERTIFICATE**

License No. \_\_\_\_\_

Bond No.: 106018742

THIS IS TO CERTIFY that the above referenced Bond,  
issued by Travelers Casualty and Surety Company of America,  
dated March 10, 2014, in the amount of Seventy Five Thousand Dollars and 00/100 ( \$75,000 ) on behalf of  
City of Dothan (as Principal),  
and in favor of Alabama Department of Transportation (as Oblige),  
remains in effect, subject to all agreements, conditions and limitations.

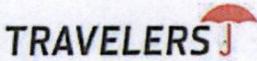
Signed, sealed and dated April 14, 2016

Travelers Casualty and Surety Company of America

By:

Phyllis D. Peters

Attorney-in-Fact



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 228501

Certificate No. 006275779

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

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

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

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

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

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



State of Connecticut
City of Hartford ss.

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

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

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



[Signature]
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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

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

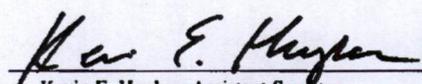
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14<sup>th</sup> day of April, 20 16

  
Kevin E. Hughes, Assistant Secretary



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

Res. No. \_\_\_\_\_ Entering into an agreement with the 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 enter into said agreement for and in the name of the City of Dothan.

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

**ATTEST:**

\_\_\_\_\_

City Clerk

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

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

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

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

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

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

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

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

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

**Section 1.** That, 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 a 10" X 6" tapping sleeve and valve, 11 Linear Feet of 6" Ductile Iron pipe, fire hydrant and two (2) 10" X 2" taps with 11 Linear Feet of 2" copper with 1" water meters for new Krystal's restaurant 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>106018742</u>
Permit Number _____	Bonding Agency <u>Travelers Casualty and Surety</u>
Route Number _____	P.E. _____
R.O.W. _____	Construction _____
Location of Accommodation: Milepost _____ to _____	Utilities <u>Water</u>

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

WITNESSETH

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way in Houston County, Alabama consisting approximately of the following:  
install 10" x6" tapping sleeve and valve, 11 LF of 6" ductile iron pipe, fire hydrant, and two (2) 10" x2" taps with 11 LF of 2" copper with 1" water meters  
\_\_\_\_\_ ; and

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

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

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

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

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

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

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

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

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

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

12. The APPLICANT will file with ALDOT an acceptable certified check or bond in the penal amount of **\$ 75,000.00** (Bond Number: **106018742**) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 9. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by ALDOT as a result of the bond, will be applied to complete and fulfill the permit contract terms. In the instance that ALDOT determines a bond on record is necessary, the APPLICANT shall provide such bond to ALDOT. The bond amount shall be determined by ALDOT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. The APPLICANT stipulates that the specific use of these facilities located upon public right-of-way is **to provide water service for a new retail business**

---

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\_\_\_\_.

WITNESS:

\_\_\_\_\_

**City of Dothan**

\_\_\_\_\_  
Legal Name of Applicant

By: \_\_\_\_\_  
Signature and Title

**Mayor Mike Schmitz**

\_\_\_\_\_  
Typed or Printed Name

**PO 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

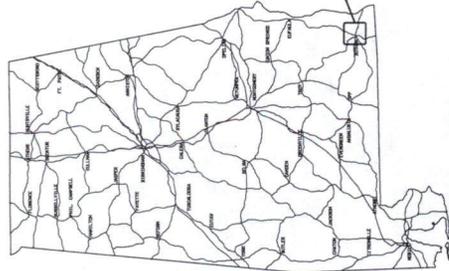
Date: \_\_\_\_\_



# KRYSTAL RESTAURANT

CIVIL CONSTRUCTION PLANS  
BOOS DEVELOPMENT GROUP, INC.

1051 ROSS CLARK CIRCLE  
DOTHAN, ALABAMA 36501  
GSA PROJECT #15BDG36



**GONZALEZ STRENGTH & ASSOCIATES, INC.**  
ENGINEERING ARCHITECTURE INTERIOR DESIGN  
2176 PARKWAY LAKE DRIVE - HOOVER, ALABAMA 35224  
PHONE: (205) 942-2486 FAX: (205) 942-3033 © Copyright 2011

[www.Gonzalez-Strength.com](http://www.Gonzalez-Strength.com)



**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** \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

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

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

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

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

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

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

\_\_\_\_\_  
Associate Commissioner-District 6

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

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

**Section 1.** That the City of Dothan agrees, pursuant to Section 38-8 of the Code of Ordinances, to waive the following sections of the City of Dothan Code of Ordinances and allow the Fire Department to issue a permit for the Alabama State Games Fireworks Display to be held on Friday, June 10, 2016:

Chapter 38, Fire Prevention and Protection.

Article II, Fireworks.

Chapter 62, Offenses and Miscellaneous provisions.

Section 62-101, Loud, disturbing or unnecessary; prohibited generally. Section 62-102, Enumeration of prohibited acts.

**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 owns Police K9, Number 864, (Rocky); Police K9, Number 869 (Zipo); and Police K9, Number 1102 (Max), which has been determined to be no longer needed for public or municipal purposes; and

**WHEREAS**, Officer Joseph Mosner has requested that the City of Dothan donate Police K9, Number 864, (Rocky) to him. Officer Darren Moody has requested that the City of Dothan donate Police K9, Number 869, (Zipo) to him, and Mr. Peter Jones has requested that the City of Dothan donate Police K9, Number 1102, (Max) to him.

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

**Section 1.** That Police K9, Number 864, (Rocky); Police K9, Number 869 (Zipo); and Police K9, Number 1102 (Max), has been determined to be no longer needed for public or municipal purposes.

**Section 2.** That the City of Dothan donates said Police K9, Number 864, (Rocky) to Officer Joseph Mosner; Police K9, Number 869 (Zipo) to Officer Darren Moody; and Police K9, Number 1102 (Max) to Mr. Peter Jones.

**Section 3.** That Mike Schmitz, Mayor of the City of Dothan and in such capacity, is hereby authorized to execute Hold Harmless Agreements with Officer Joseph Mosner, Officer Darren Moody and Mr. Peter Jones, which said agreements 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**  
Staff Report  
For  
Mayor and City Commissioners

<b>PROJECT TITLE:</b>	Police Department Canines	
<b>DEPARTMENT:</b>	Police	
<b>DEPARTMENT HEAD:</b>	Chief Steve Parrish	
<b>REPORT DATE:</b>	04/26/2016	<b>ADMIN. MEETING DATE:</b> 05/03/2016

**PURPOSE**

To donate and transfer ownership of Dothan Police K9 Rocky with I.D. number 864 to Officer Joseph Mosner, Dothan Police K9 Zipo with I.D. number 869 to Officer Darren Moody, and Dothan Police K9 Max with I.D. number 1102 to Mr. Peter Jones. The police canines are being retired due to health issues and/or performance issues.

**BACKGROUND/DESCRIPTION**

Police canine I.D. number 864, Rocky, was purchased in June 2009 for \$8,000.00. Rocky is a Belgian Malinois at approximately ten (10) years in age. The average working years a police canine can perform is 6-8 years depending on physical health. Rocky is a dual-purpose performer and utilized in several areas including officer safety. Rocky has developed orthopedic issues with arthritis and bone spurs. Rocky's handler, Officer Joseph Mosner, and veterinarians were able to extend his performance time a little longer with proper care and maintenance. Officer Joseph Mosner has requested to retain ownership of Rocky as part of their family and has signed a hold harmless agreement accepting full responsibility for the canine.

Police canine I.D. number 869, Zipo, was purchased in September 2009 for \$8,000.00. Zipo is a Belgian Malinois at approximately eight (8) years in age. The average working years a police canine can perform is 6-8 years depending on physical health. Zipo is a dual-purpose performer and utilized in several areas including officer safety. Zipo has developed orthopedic problems, has dental health problems and some performance issues. Zipo's handler, Officer Darren Moody has requested to retain ownership of Zipo as part of their family and has signed a hold harmless agreement accepting full responsibility for the canine.

Police canine I.D. number 1102, Max, was donated to the police department in February 2013. Max is a Labrador Retriever at approximately five (5) years in age. Max is not a dual-purpose performer but used only for drug sweeps in the schools. This was a test position and canine to be used in the schools and community events that has proven not to be beneficial. The school administration desires a strong multiple dog

dynamic deployment over single purpose. A school is not conducive for monitoring and caring of the canine while the officer is working on school property. The cost of food, veterinarian bills and handler pay does not warrant this position's statistics. The elimination of this position will not inhibit the department's ability to serve our schools and our citizens with community service. Mr. Peter Jones has requested ownership of Max to be part of his family and has signed a hold harmless agreement accepting full responsibility for the canine.

### **DISCUSSION**

It is in the best interest of the department to retire the police canines listed above and grant ownership to requesting parties.

**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT  
FOR RETIRED DOTHAN POLICE CANINE**

The City of Dothan ("Dothan"), does hereby donate and transfer ownership to Officer Joseph Mosner, the following retired Dothan police service canine known as "Rocky", a 10 year old male Belgian Malinois (breed) in "as is" condition.

It is understood that this canine was removed from Dothan police service because of performance and orthopedic problems.

Dothan, its City Council, board, commission, officers, agents, and employees (hereinafter collectively referred to as "Releasees") shall have no liability for further care of said canine or for claims or suits, including claims for death or injury to persons, or loss of, or damage to property, arising out of activities of, related to, said canine occurring after transfer of said canine to Officer Joseph Mosner.

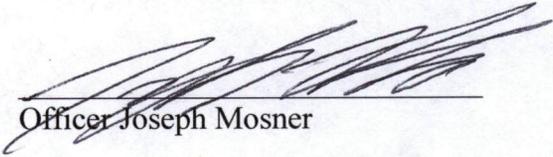
Officer Joseph Mosner expressly agrees to defend, indemnify, and hold harmless Releasees from and against any and all liability, claims, demands, damages, losses, causes of actions, suits, or judgments of any kind whatsoever (including attorney's fee and all costs and expenses incurred in connect therewith) by reason of injury to, or death of, any person or persons, or property damage, including loss of use thereof resulting from any act or omission to act by Release associated with said canine, effective upon transfer of ownership of said canine to Officer Joseph Mosner.

This release, waiver, and hold harmless agreement is binding upon execution.

CITY OF DOTHAN

OFFICER JOSEPH MOSNER

\_\_\_\_\_  
Mike Schmitz, Mayor

  
\_\_\_\_\_  
Officer Joseph Mosner

\_\_\_\_\_  
Date

04-22-2016  
\_\_\_\_\_  
Date

**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT  
FOR RETIRED DOTHAN POLICE CANINE**

The City of Dothan ("Dothan"), does hereby donate and transfer ownership to Officer Darren Moody, the following Dothan Police service canine known as "Zipo", an eight (8) year old male Belgian Malinois (breed), in "as is" condition.

It is understood that this canine was removed from Dothan police service because of performance and medical issues along with medical expenses.

Dothan, its City Council, board, commission, officers, agents, and employees (hereinafter collectively referred to as "Releasees") shall have no liability for further care of said canine or for claims or suits, including claims for death or injury to persons, or loss of, or damage to property, arising out of activities of, related to, said canine occurring after transfer of said canine to Officer Darren Moody.

Officer Darren Moody expressly agrees to defend, indemnify, and hold harmless Releasees from and against any and all liability, claims, demands, damages, losses, causes of actions, suits, or judgments of any kind whatsoever (including attorney's fee and all costs and expenses incurred in connect therewith) by reason of injury to, or death of, any person or persons, or property damage, including loss of use thereof resulting from any act or omission to act by Release associated with said canine, effective upon transfer of ownership of said canine to Officer Darren Moody.

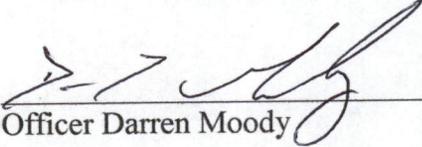
This release, waiver, and hold harmless agreement is binding upon execution.

CITY OF DOTHAN

\_\_\_\_\_  
Mike Schmitz, Mayor

\_\_\_\_\_  
Date

OFFICER DARREN MOODY

  
\_\_\_\_\_  
Officer Darren Moody

5-2-16  
\_\_\_\_\_  
Date

**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT  
FOR RETIRED DOTHAN POLICE CANINE**

The City of Dothan ("Dothan"), does hereby donate and transfer ownership to Pete Jones, the following Dothan Police service canine known as "Max", an eight (6) year old male Labrador Retriever (breed), in "as is" condition.

It is understood that this canine was removed from Dothan police service because of performance and medical issues along with medical expenses.

Dothan, its City Council, board, commission, officers, agents, and employees (hereinafter collectively referred to as "Releasees") shall have no liability for further care of said canine or for claims or suits, including claims for death or injury to persons, or loss of, or damage to property, arising out of activities of, related to, said canine occurring after transfer of said canine to Pete Jones.

Pete Jones expressly agrees to defend, indemnify, and hold harmless Releasees from and against any and all liability, claims, demands, damages, losses, causes of actions, suits, or judgments of any kind whatsoever (including attorney's fee and all costs and expenses incurred in connect therewith) by reason of injury to, or death of, any person or persons, or property damage, including loss of use thereof resulting from any act or omission to act by Release associated with said canine, effective upon transfer of ownership of said canine to Pete Jones.

This release, waiver, and hold harmless agreement is binding upon execution.

CITY OF DOTHAN

PETE JONES

\_\_\_\_\_  
Mike Schmitz, Mayor

Pete Jones  
Pete Jones

\_\_\_\_\_  
Date

4-29-16  
Date

**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 amends Resolution No. 2012-29 with Legacy Inmate Communications to provide the Inmate Communications Management System, (iCON) in the Dothan City Jail to meet the new Federal Communications Commission Order 15-136 setting call charges, which said amendment follows:

Dothan Police Department  
Lt. Mike Etness  
210 N. Saint Andrews St.  
Dothan AL, 36303

March 31, 2016

Dear Lt. Mike Etness,

For the past several months Legacy Inmate Communications (“Legacy”) has communicated to Dothan Police Department the progression of Federal Communications Commission (FCC) Order 15-136. This new rule was passed by the FCC and registered on January 17<sup>th</sup>, 2016. Some new regulation contained in Order 15-136 is to be implemented by June 20<sup>th</sup>, 2016. However, on March 7<sup>th</sup>, 2016, in response to claims brought forth by inmate communication companies and state regulatory authorities, the U. S. Court of Appeals ordered a partial stay to certain rules contained in FCC Order 15-136. The FCC then issued an order on March 16<sup>th</sup> attempting to extend the interim interstate rate caps they had originally set in 2013 to intrastate calling as well, but the U.S. Court of Appeals issued a further stay of that Order on March 23<sup>rd</sup>.

### Stayed Items

The partial stay orders postpone the enactment of the following items in FCC Order 15-136 until such time that a court with jurisdiction rules on the claimants’ petition:

- **64.6010** – *Per minute rate caps set by facility type and size of inmate population. (Stay issued March 16<sup>th</sup>, 2016)*
- **64.6020 (b)(2)** – *For Single-Call and related services, no provider shall charge an Ancillary Service Charge in excess of the exact transaction fee charged by the third-party provider, with no markup, plus the adopted per minute rate. (Stay issued March 16<sup>th</sup>, 2016)*
- **The application of interim caps to intrastate calling as well as to interstate calling** (Stay issued March 23<sup>rd</sup>, 2016)

All other sections of Order 15-136 were **not** stayed are set to take effect on June 20<sup>th</sup>. This includes the following provisions which will affect how Legacy charges end users accepting telephone calls from your facility:

- **Flat per-call charges are no longer permitted** (i.e., applying one flat charge for a call regardless of duration).
- **Connect charges are no longer permitted** (i.e., applying an initial connect charge in addition to a per-minute charge).
- **Ancillary Fees are restricted and capped** to allow only for a Prepaid Account Fee of \$5.95 (if processed by a live agent) or \$3.00 (if processed by web), and a Bill Statement Fee of \$2.00.

### Amending our Agreement to Ensure Compliance with the Rules to be Enacted

Dothan Police Department’s service agreement with Legacy currently contains a flat per-call charge for calls. The current rate plan also includes a connect charge that is applied to calls prior to per minute charges. Therefore, in order to ensure compliance with the new regulation, inmate call rates and any

ancillary charges currently applied for calls placed by inmates at the Dothan Police Department are to be modified.

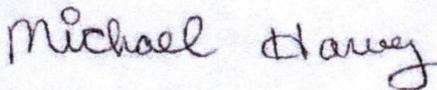
**Legacy has prepared and enclosed an amendment to our current service agreement with Dothan Police Department ensuring full compliance with all regulations not stayed by the U.S. Court of Appeals.**

We have also enclosed a Legacy-prepared Per-Minute Rate Analysis Statement. This analysis was prepared using three (3) months of inmate calling activity data from your facilities. From this data we were able to determine your average usage minutes and average charge for a call. This allowed us to reach an average cost-per-minute model so that we could develop a new per-minute-only rate plan for Dothan Police Department. This new rate plan ensures compliance with the sections of Order 15-136 which have not been stayed and will go into effect on June 20<sup>th</sup> (requiring the elimination of all flat per-call charges and connect charges).

At this time, the only amendment to our service agreement required is the replacement of your current rate plan with this new per-minute-only rate plan. While Legacy has previously communicated to Dothan Police Department that we would soon distribute an Impact Analysis Statement showing the potential impact of the rate caps mandated in Section 64.6010 of FCC Order 15-136 to your billable revenue, the U.S. Court of Appeal's recently-issued stay of this section of the Order has made this unnecessary at this time. In order for Section 64.6010 of the Order to ever be enacted, the claimants would have to lose their claims in Court. Legacy feels this is highly unlikely due to the 3-0 ruling by the U.S. Court of Appeals, which seems to indicate clearly that the claimants are likely to succeed on their petition.

I will be following up with you to answer any questions. Also please feel free to call me at any time. On behalf of all of us here at Legacy, we look forward to continuing to provide you with the absolute best inmate communication services, **at no cost**, for years to come.

Sincerely,



Michael Harvey  
Senior Account Executive  
(800) 577-5534 Ext. 224  
mharvey@legacyinmate.com

Dothan Police Department  
 210 N. Saint Andrews St.  
 Dothan AL, 36303

**CURRENT CONTRACT OVERVIEW**

CURRENT CALL RATES						
Call Type	Collect		Prepaid		Debit	
Local	\$2.75	\$0.00 per min	\$2.75	\$0.00 per min	\$0.00	\$0.00 per min
Intralata	\$3.75	\$0.00 per min	\$3.75	\$0.00 per min	\$0.00	\$0.00 per min
Interlata	\$3.75	\$0.00 per min	\$3.75	\$0.00 per min	\$0.00	\$0.00 per min
Interstate	\$0.00	\$0.25 per min	\$0.00	\$0.21 per min	\$0.00	\$0.00 per min

**CURRENT AVERAGE DURATION AND CALL COST**

CURRENT AVERAGE CALL DATA		
Call Type	Average Duration	Average Cost Per Call
Local	10 Minutes	\$2.75
Intrastate (Intralata and Interlata)	8 Minutes	\$6.20

**NEW PER MINUTE RATE AMENDMENT**

AMENDED CALL RATES (Average cost per call divided by average duration)	
Call Type	Amended Call Rate
Local	\$0.30 Per Minute
Intrastate (Intralata and Interlata)	\$0.30 Per Minute



## Amendment to Telephone System/Service Agreement

This Amendment to the Inmate Telephone System and Service Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the **City of Dothan/Dothan Police Department**, herein after referred to as the "City" and Legacy Inmate Communications, herein after referred to as "Legacy" or the "Company".

**WHEREAS**, the City and Legacy entered in to an Agreement for Inmate telephone and communication services on February 7, 2012; and

**WHEREAS**, the Federal Communications Commission (FCC) via order 15-136 has instituted new call regulation that disallows a flat per call charge and connect charges prior to per minute charges being applied on telephone calls being placed by incarcerated individuals; and

**WHEREAS**, the new rule requires Legacy to remove the flat local call charge and the connect call charges being applied on intrastate calls from current contracted rates at the Dothan City Jail; and

**WHEREAS**, it is the desire of both Legacy and the City to modify the current inmate call rates to comply with FCC Order 15-136.

**NOW, THEREFORE**, the City and Company further agree as follows:

1. Effective June 20, 2016 the per minute call rate for all inmate local calls shall be \$0.30.
2. Effective June 20, 2016 the per minute call rate for all inmate intrastate calls shall be \$0.30.

All other terms and conditions of the Agreement shall remain in full force and effect.

In Witness Hereof, the Company and the City have executed this Amendment on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

The individuals signing below warrant that they have the authority to sign for and on behalf of the respective parties.

Legacy Inmate Communications

City of Dothan/Dothan Police Department

Signature

Signature

Name and Title (Please Print)

Name and Title (Please Print)

**Resolution No.** \_\_\_\_\_ **Amending Res. No. 2012-29 with Legacy Inmate Communications 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 amendment 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**

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**Associate Commissioner District 3**

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**Associate Commissioner District 4**

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**Associate Commissioner District 5**

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

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

**WHEREAS**, the City of Dothan has contracted to construct the Westgate Aquatics Center; and

**WHEREAS**, this project will require extensive materials testing and soils analysis during construction; and

**WHEREAS**, a proposal for construction monitoring and testing was received from Carmichael Engineering, Inc. in the amount of \$17,116.00.

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

**Section 1.** That the City of Dothan accepts the proposal submitted by Carmichael Engineering, Inc., for construction monitoring and testing for the Westgate Aquatics Center in the amount of \$17,116.00, which said proposal follows:

# Carmichael Construction Testing

A Division of Carmichael Engineering, Inc.  
14 Howell Street  
Midland City, Alabama 36350

## Construction Materials Testing Fee Estimate

Westgate Aquatic Center  
Dothan, Alabama

Our Proposal No.: FSD # 2013R

April 13, 2016

Description	Estimated Quantity	Item	Unit Fees \$	Total \$
<b>Soil Testing</b>				
Senior Engineering Technician Level 2 - Proofroll and Monitor Undercut	74	Hours	55.00	4070.00
Senior Engineering Technician Level 1	52	Hours	42.00	2184.00
Soil Nuclear Density Test	100	Tests	10.00	1000.00
<b>Laboratory Testing</b>				
Soil Particle Size Tests	7	Test	55.00	385.00
Soil Atterberg Limits Tests	7	Test	60.00	420.00
Laboratory Standard Proctor	7	Test	90.00	630.00
<b>Foundation Testing</b>				
Senior Engineering Technician Level 2 - Verify Soil Bearing Capacity & Reinforcement Placement, etc.	24	Hours	55.00	1320.00
<b>Concrete Testing</b>				
Senior Engineering Technician Level 1	46	Hours	42.00	1932.00
Concrete Cylinders - Curing and Compressive Strength Testing	80	Cylinders	11.00	880.00
<b>Structural Steel Inspections</b>				
Senior Engineering Technician Level 3	22	Hours	65.00	1430.00
Skidmore Equipment for Bolt Testing	1	Day	150.00	150.00
<b>Engineering / Project Management / Miscellaneous</b>				
Project Manager	25	Hours	75.00	1875.00
Geotechnical Engineer	8	Hours	105.00	840.00
<b>Fee Estimate Grand Total</b>				<b>\$17,116.00</b>

Note: This estimate is for budget purposes and is based on our review of the project plans and specifications and our previous experience with similar projects. Our services are provided on an on-call basis as scheduled by the owners representative or the project contractor. The technician hours and required testing are dependent on the contractors sequencing of the work and project schedule. All services will be invoiced based on our unit fee schedule for the project. There will be a 1.4 pay factor applied to technician time more than 40 hours per week and weekend and holiday work. We will not exceed the estimated budget without authorization.

**Res. No.** \_\_\_\_\_, accepting the proposal submitted by Carmichael Engineering, Inc. for construction monitoring and testing for the Westgate Aquatics Center, continued.

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

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

**ATTEST:**

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

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

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

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**Associate Commissioner District 2**

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**Associate Commissioner District 3**

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**Associate Commissioner District 4**

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**Associate Commissioner District 5**

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

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

**WHEREAS**, the USTA has made available a Pro Circuit Community Involvement Grant to help cover expenses of the Kids Day Event held during the tournament.

**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 applies for and accepts a Community Involvement Grant Award from the United States Tennis Association in the amount of \$2,000.00 to assist with expenses related to the Kids Day event held during the 2016 USTA Dothan Pro Classic Tennis Tournament.

**Section 2.** That the sum of \$2,000 be appropriated in FY 2016 to the General Fund/Dothan Recreation Fund/Tennis/Other Operating Supplies, Account Number 001-4832-548.20-29, Project #WT0116, for the Kids Day Event held during the USTA Dothan Pro Circuit Tennis Tournament. This appropriation is to be funded by increasing the General Fund/Intergovernment Revenue/Grant Revenues/USTA Grant, Account Number 001-0000-331.43-00 by the sum of \$2,000 in FY 2016.

**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**

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**Associate Commissioner District 3**

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**Associate Commissioner District 4**

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**Associate Commissioner District 5**

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



THE CITY OF  
**DOTHAN, ALABAMA**

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

**MIKE K. WEST**  
CITY MANAGER  
mkwest@dothan.org

May 13, 2016

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

Board of Commissioners:

I will be presenting to you for your consideration, on the Regular Agenda of May 17, 2016, a request from the Leisure Services Department to accept the 2016 USTA Grant given to fund the Kids' Days activities at the Hardee's Pro Classic.

Since the inception of the Pro Tennis Classic in Dothan, the USTA has offered us the opportunity to apply for a "Community Involvement Grant" to assist the tournament with community activities. Each year of the event, we have used the grant to fund the Kids' Days, which brings approximately 400-500 children each year. This year the USTA approved a grant to the Hardee's Pro Classic in the amount of \$2,000.

The staff recommends and I concur with the aforementioned request to accept the 2016 USTA Grant given to fund the Kids' Days activities at the Hardee's Pro Classic.

Sincerely,

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

Michael K. West  
City Manager

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

<b>PROJECT TITLE:</b>	Pro Circuit Community Involvement Grant for Kids' Days
<b>DEPARTMENT:</b>	Leisure Services
<b>DEPARTMENT HEAD:</b>	Elston Jones
<b>REPORT DATE:</b>	April 11, 2016

**PURPOSE:**

The City of Dothan must formally accept the 2016 USTA Grant that was given to fund the Kids' Days activities at the Hardee's Pro Classic.

**BACKGROUND:**

Since the inception of the Pro Tennis Classic in Dothan, the USTA has offered us the opportunity to apply for a "Community Involvement Grant" to assist the tournament with community activities. Each year of the event we have used the grant to fund the Kids' Days at the event. This activity brings 400-500 children to the event annually for school field trips. The grant amount is generally about \$2,000.

**DESCRIPTION:**

In 2016, as in years past, the Department of Leisure Services requested funds from the United States Tennis Association to assist with hosting Kids' Days at the Hardee's Pro Classic. The grant application is attached. This year the USTA approved a grant to the Hardee's Pro Classic in the amount of \$2,000. The Kids' Days were very successful – hosting at least 500 children once again this year at the Hardee's Pro Classic.

**RECOMMENDATION:**

Since the USTA funding is available to assist with funding activities (Kids' Days) that serve to benefit Dothan's children, it is the staff recommendation to accept the 2016 grant award of \$2,000.

Successful Login For: ktmeeker

Please continue and fill out the form. Answers to this form will be saved in account ktmeeker.

Form Login Account (optional)

New Users / Returning Users [CLICK HERE](#) to setup or return to your account for this form. Creating an account enables you to return to this form and your submitted results. An account will also enable you to partially complete this form and return later to finish the form. The account you establish is only for this form.



## Pro Circuit Community Involvement Grant Application

\*Please fill out all required fields before submitting your application.

**\* 1) Tournament City and State**

Dothan, AL

**\* Tournament Date**

04-17-2016

**\* 2) Tournament for**

Men

Women

**\* 3) Tournament Contact:**

Kim Meeker

**\* Phone:**

(334) 615-3700

**\* Fax:**

(334) 615-3709

**\* Email:**

ktmeeker@dothan.org

Progress: 33% Complete

**\* 6) List other organizations from your Community that may be involved. Include contact person & phone (ie. wheelchair tennis, girl scouts, special olympics, etc)**

Dothan Area Schools  
(334) 793-6949 Beverly Shields

53/350 characters

**\* 7) Mailing address and contact for all information related to the Community Tennis Grant.**

Kim Meeker  
Dothan Leisure Services  
P.O. Box 2128  
Dothan, AL 36302  
(334) 615-3700

**\* 8) Is the contact person affiliated with a Community Tennis Association?**

Yes

No

**\* 9) Describe how the group(s) listed above are involved.**

The Dothan area schools will bring their classes (primarily K-3 grades) for a field trip at the tournament site. Each group will be given a demonstration by the pros and then have the opportunity to actually play tennis on the courts. The Dothan Tennis Association provides volunteers (approx. 70) to oversee the clinics and assist in providing information for ongoing USTA Programs for youth. The format will be 10 & Under Tennis with at least a dozen 36' courts

**\* 10) Describe each community event planned & how it will grow tennis participation in your community & the number of expected participants. (Please list number of participants expected)**

Kids' Day combines school field trips where all children watch an exhibition of selected pros and get to go on court themselves for tennis activities. Children receive Semifinals tournament tickets for them and parents, and are invited back to a 10 & Under Jamboree on the last Saturday of the tournament for a pizza lunch, tennis activity and watching the Semifinals. Registration for the 10 & Under program is held after the Jamboree.

Browse... (Please attach any additional information regarding your events)

Upload

Browse... (Please attach any additional information regarding your events)

Upload

Browse... (Please attach any additional information regarding your events)

Upload

Browse... (Please attach any additional information regarding your events)

Upload

**\* 11) Is there a multicultural component to any of your events?** (Please state how this will be implemented)

YES

NO

It will be a multi-cultural group of children that participate in this event (Kids' Days).

**\* 12) How will you involve Pro Circuit players in your Community Involvement activities?**

A group of selected pros will play an exhibition for the children on field trips and they also answer questions and give talks about life on the pro circuit.

**\* 13) How will the event be advertised and promoted?**

Tournament Committee heads promote the events to the schools working with the principals and teachers. Brochures and flyers are distributed to the schools. Press Releases are given to the local newspaper and local television coverage is also utilized.

**\* 14) How will the participants be directed to USA Tennis programs in the area?**

The tournament site has a regular USA Tennis program at this time of year. The Kids' Day and 10 & Under Jamboree participants can feed into this program. All participants will receive flyers for the program and we will have staff on hand for signups at the Jamboree.

**\* 15) List the USA Tennis Programs or other tennis programs which are in place to receive the referrals.**

10 & Under Tennis and Junior Team Tennis

**\* 16) Who will be involved with on-court activities? Players, teaching professionals, volunteers, USTA staff and tournament staff?**

Dothan Tennis Association volunteers (70), 10-12 player pros, and one teaching professional, the program/volunteer coordinator.

\* Indicates Response Required

[Save Partial Work](#) [<< Previous](#) [Next >>](#)



THE CITY OF  
**DOTHAN, ALABAMA**

POST OFFICE BOX 2128 · DOTHAN, ALABAMA 36302 · 334-615-3000

**BOARD OF  
COMMISSIONERS**

**MIKE SCHMITZ**  
PRESIDENT/MAYOR

**KEVIN DORSEY**  
COMMISSIONER, DISTRICT 1

**AMOS NEWSOME**  
COMMISSIONER, DISTRICT 2

**ALBERT KIRKLAND**  
COMMISSIONER, DISTRICT 3

**JOHN FERGUSON**  
COMMISSIONER, DISTRICT 4

**BETH KENWARD**  
COMMISSIONER, DISTRICT 5

**STEVE MCCARROLL**  
COMMISSIONER, DISTRICT 6

CITY MANAGER  
**MICHAEL K. WEST**

February 19, 2016

The community activities at the Hardee's Pro Classic are always a major emphasis of the tournament. Every year a diverse group of boys and girls come to the tennis center on field trips from their schools to experience Kids' Days. They are treated to a narrated exhibition with pro players as well as an opportunity to be introduced to 10 & Under Tennis on court. This activity has been so popular that schools want to get in line early to participate as it is one of their most enjoyed field trips.

Our request to the USTA is for grant assistance to hold the Kids' Days at the Hardee's Pro Classic and the 10 & Under Jamboree.

Sincerely,

A handwritten signature in blue ink that reads "Kim T. Meeker".

Kim T. Meeker  
Leisure Services  
Assistant Director

# DTA

Dothan Tennis Association P O Box 2128 Dothan, AL 36302

February 10, 2016

Re: Community Involvement Grant Application

TO WHOM IT MAY CONCERN:

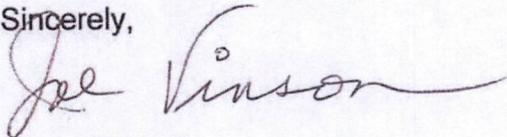
The purpose of this letter is to provide support of Dothan Leisure Services in its application for the Community Involvement Grant.

Dothan Tennis Association has worked with DLS as volunteers relating to many programs including the USTA Dothan Pro Classic. During this tournament, DTA members work with Kids' Day activities and the Kids' 10 & Under Jamboree. In 2015 a total of 427 children attended these two events.

DTA is also the primary volunteer group for other tournaments including national junior tournaments. The DTA sponsors the High School Shootout held at Westgate Tennis Center in Dothan which includes 8 boys' and 8 girls' teams from around the state. As the sole sponsor of the *Dothan Spirit*, our Special Olympics tennis team, DTA funds *Dothan Spirit's* travel to Special Pops tennis tournaments in other cities throughout the southeast as well as providing uniforms and coaching for the team. DTA provided a \$500 college scholarship to a local area senior high school tennis player. The winner is selected based upon an essay competition on the subject "What Tennis Means to Me".

Thank you for considering their application.

Sincerely,



Joe Vinson  
President  
Dothan Tennis Association



February 16, 2016

The purpose of this letter is to provide a recommendation for the Community Tennis Involvement grant application from Dothan Leisure Services. They are requesting funds that will be used for a Kids Day event and 10 and Under Tennis Jamboree bringing in children from area schools. In addition, an exhibition with touring pros will be conducted. This organization will be conducting a sign-up for follow up programming at these events.

These activities will be held in conjunction with the \$50,000 Professional Women's Challenger in Dothan, AL in April. If approved, I feel certain that the funds will be used to organize quality events for the community.

Thanks and please feel free to contact me if you have any questions.

Sincerely,

Jeff Smith  
USTA Southern  
USTA Tennis Coordinator

February 18, 2016

USTA Alabama would like to lend our strong support to Dothan Leisure Services "Community Project Grant Application" for the Women's \$50,000 Challenger.

Dothan has been one of Alabama Tennis's top performing cities for a number of years concerning programs to grow the game of tennis or to broaden the influence of tennis in the community. Dothan Leisure Services is involved in just about every type of USTA programming and repeatedly produces successful results. This year in connection with the Pro Event Dothan will host a Kids Day Program using the 10U format. Approximately 500 school children will be involved with more than 70 volunteers. Junior participants will be able to watch some of the Pro matches, receive free tennis lessons and sign up for a 10U program.

The Dothan Tennis Association works hand in hand with Dothan Leisure Services on all their events with an impressive number of motivated and trained volunteers. I feel that it is this vital partnership as well as the overall community cohesion that has made the Pro Circuit event one of the Southern Sections very best.

I can assure you that investing USTA dollars with Dothan Leisure Services Pro Circuit event will directly pay dividends to the Game of Tennis.

Sincerely,

Elaine Francis, Executive Director  
USTA Alabama

## Kids' Day Budget 2016

### Community Involvement Grant Budget

Tournament City/State: Dothan, AL  
Tournament Date: April 17-24, 2016  
Prize Money: \$50,000  
Gender: Women's Event

#### Kids' Day/School Visits

Pizza.....	\$100.00
2 player pros for half hour exhibitions (2 per hour) 6 half hour exhibitions @ \$35.00 each pro .....	\$420.00
1 teaching pro for one hour programs 6 one hour programs @ \$40.00 each pro.....	\$240.00
1 volunteer coordinator @ \$12.00 x 70 hours .....	\$900.00
1 teaching pro for the Jamboree 2 one hour sessions @ \$40.00 .....	\$80.00
Prizes for participants (each receive one QuickStart Ball) Approx. 500 @ \$1.20 .....	\$600.00 (give-away)
Brochures and/or flyers to promote Kids' Day .....	\$125.00
Bus Transportation.....	<u>\$200.00</u>
<b>TOTAL.....</b>	<b>\$2,665.00</b>

## Kids' Day Budget 2016

### Community Involvement Grant Budget

Tournament City/State: Dothan, AL  
Tournament Date: April 17-24, 2016  
Prize Money: \$50,000  
Gender: Women's Event

#### Kids' Day/School Visits

Pizza.....	\$100.00
2 player pros for half hour exhibitions (2 per hour)	
6 half hour exhibitions @ \$35.00 each pro .....	\$420.00
1 teaching pro for one hour programs	
6 one hour programs @ \$40.00 each pro.....	\$240.00
1 volunteer coordinator @ \$12.00 x 70 hours.....	\$900.00
1 teaching pro for the Jamboree	
2 one hour sessions @ \$40.00 .....	\$80.00
Prizes for participants (each receive one QuickStart Ball)	
Approx. 500 @ \$1.20 .....	\$600.00
(give-away)	
Brochures and/or flyers to promote Kids' Day .....	\$125.00
Bus Transportation.....	<u>\$200.00</u>
 <b>TOTAL.....</b>	 <b>\$2,665.00</b>

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

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

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

**Section 1.** That the Board of Commissioners does hereby approve payment of invoices for the month of April, 2016 in the amount of \$10,775,523.59.

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

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

**ATTEST:**

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

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

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

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**Associate Commissioner District 3**

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**Associate Commissioner District 4**

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**Associate Commissioner District 5**

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

## FY 2016 - City of Dothan Monthly Accounts Payable Invoices

Below are Larger Vendor Payments which are Included in Monthly Totals in First Shaded Box													
Month	Total Amount	AMEA			U S Department of Energy			Crestwood		BCBS**		RSA*	
		Monthly Amt	Wire Date	Monthly Amt	CK Date	Monthly Amt	CK Date	Monthly Amt	Wire Date	Monthly Amt	Pay Period Ending Dates	Monthly Amt	Pay Period Ending Dates
October	\$ 15,147,750.94	\$ 6,112,573.02	10/29/15	\$ 562,645.70	10/15/15	\$ 146,320.33	10/15/15	\$ 1,132,617.70	10/30/15	\$ 1,059,946.18	10/3/15 & 10/17/15		
November	11,029,310.48	3,856,523.17	11/30/15	545,745.11	11/12/15	16,365.20	11/19/15	852,811.02	11/30/15	1,066,186.60	10/31/15 & 11/14/15		
December	12,121,661.99	3,409,688.37	12/29/15	576,866.75	12/22/15	92,806.03	12/22/15	937,707.62	12/31/15	1,589,182.01	11/28/15, 12/12/15 & 12/26/15		
January	10,597,880.15	3,557,908.84	1/29/16	572,300.65	1/14/16	(727.18)	1/14/16	930,619.11	1/31/16	1,065,088.87	1/9/16 & 1/23/16		
February	12,432,281.48	4,732,481.66	2/29/16	660,486.70	2/11/16	96,768.63	2/18/16	756,681.96	2/29/16	1,102,216.52	2/6/16 & 2/20/16		
March	13,995,395.37	4,292,009.80	3/29/16	569,410.38	3/10/16	96,499.23	3/17/16	1,417,319.01	3/31/16	1,076,303.81	3/5/16 & 3/19/16		
April	10,775,523.59	3,432,710.41	4/29/16	556,870.01	4/19/16	87,014.09	4/19/16	1,138,470.34	4/30/16	1,056,079.94	4/2/16 & 4/16/16		
May													
June													
July													
August													
September	\$ 86,099,804.00	\$ 29,393,895.27		\$ 4,044,325.30		\$ 535,046.33		\$ 7,166,226.76		\$ 8,015,003.93			
<b>Average</b>	<b>\$ 12,299,972.00</b>			<b>Power Purchase \$33,973,266.90</b>	<b>39.46%</b>			<b>8.32%</b>		<b>% of Total Accounts Payable</b>	<b>9.31%</b>		
				<b>% of Total Accounts Payable</b>						<b>% of Total Accounts Payable</b>	<b>Includes Employer Contribution &amp; Employee Payroll Deduction</b>		

\*Check typed according to payroll ending date.

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

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

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

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

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

**ATTEST:**

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

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

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

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**Associate Commissioner District 2**

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**Associate Commissioner District 5**

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



**CITY OF DOTHAN, ALABAMA**  
**May 17, 2016**  
**EXHIBIT "A"**  
**BIDS TO BE AWARDED**

DEPARTMENT	BID#	#ITB <sup>1</sup>	ITEM	VENDOR	AMOUNT
General Services for Public Works  Environmental	16-033	32	<b>Cab &amp; Chassis for Roll-Off Hoist, per City Bid Specifications:</b> 2017 International 7500 6x4 Quantity 2 (or more)  Unit Price: <u>\$95,252.00</u> , Total Price: <u>\$190,504.00</u>	Coffman International Inc. Dothan, AL.	See Price In Description
DEPARTMENT	BID#	#ITB	ITEM	VENDOR	AMOUNT
General Services for Public Works Environmental	16-034	12	<b>60,000 Lb. Capacity Roll-Off Hoist, per City Bid Specifications:</b> Galbreath U5-OR-174 Quantity 2 (or more) Unit Price for 1 Unit: <u>\$40,842.00</u> , Better Price for Purchase of 2 Units: <u>\$78,684.00</u> ( <u>\$39,342.00</u> each)	Ingram Equipment Pelham, AL.	See Price In Description

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

DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services Fleet	<b>Dealer Original Chrysler Equipment Used Throughout Fiscal Year 2016:</b> Only Local Chrysler, Dodge Dealer	Dothan Chrysler Dodge Inc. Dothan, AL.	\$ 20,000.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services Fleet	<b>2016 Ford Explorer:</b> Replacing Unit # 9201 Quantity One (or more) State of Alabama Contract T191A	Stivers' Ford, Lincoln Montgomery, AL.	\$ 24,161.50
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services Fleet	<b>Komatsu Dealer Parts Purchased as Used Throughout Fiscal Year 2016:</b> Only Local Dealer for Komatsu Parts	Tractor & Equipment Co. Inc. Dothan, AL.	\$ 30,000.00

Notes:

<sup>1</sup>ITB-Invitations to Bid

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

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

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

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

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

**ATTEST:**

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

\_\_\_\_\_

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

**City Clerk**

\_\_\_\_\_  
**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>
Britni Connell Rosalinda Grace Lorena Guttowsky Angie Lowe Tony Thorne	Camp ASCCA Jackson Gap, AL	\$ 142.00
Lisa Reeder Romona Marcus	Government Finance Officers Association of Alabama Summer Conference & Training Program Orange Beach, AL	\$ 1,477.16
Chris Etheredge	Southeastern Association of Fire Chiefs Leadership Conference Biloxi, MS	\$ 833.16
Jim Watson	Southeastern Association of Fire Chiefs Leadership Conference Biloxi, MS	\$ 833.16
Chris L. Phillips	Electric Cities of Alabama 2016 Annual Meeting and Governmental Affairs Conference Destin, FL	\$ 1,170.00
Charles Metzger	2016 Annual Meeting of the Alabama Section Section ITE Gulf Shores, AL	\$ 985.00
Brad Hughes	Code Officials Education Conference & Vendor Show Fairhope, AL	\$ 672.00
Len White	Trial before the Alabama Environmental Commission, Lewis et al. v. City of Dothan, et al (Landfill expansion) Montgomery, AL	\$ 218.79
Matt Barefield Jerry Moore Keith Cooper Stephanus White	ARPA State Track Meet Trussville, AL	\$ 1,275.00