

**AGENDA
CITY COMMISSION MEETING
DOTHAN, ALABAMA
10:00 A.M., June 7, 2016**

1. **Invocation: Pastor Mike Grimes - Grandview Baptist Church**
2. **Pledge of Allegiance: Commissioner Dorsey**
3. **Roll Call:**
Schmitz__Dorsey__Newsome__Kirkland__Ferguson__Kenward__Crutchfield__
4. **Approval of Previous Minutes:**
 - Minutes of Meeting of May 17, 2016 and May 31, 2016.
5. **Communications from Mayor and City Commissioners:**
 - Proclamation – “Lineman Appreciation Day” – Billy Mayes, Director, Dothan Utilities.Documents: [proclamation lineman appreciation day.pdf](#)
6. **Communications from City Manager:**
 - Forever Wild Plaque Request – Barbara Alford, Wiregrass Foundation.
 - Dothan Area Convention & Visitors Bureau Activities Update – Bob Hendrix.
7. **Communications from City Clerk:**
 - Application for a Restaurant Retail Liquor License (on premise) for Fatbacks, 3850 West Main Street, Suite 801, by James Snellgrove.Documents: [liquor application fatbacks.pdf](#)
8. **Public Hearing regarding the proposed Community Development Block Grant 2016 Projects and Entitlement Funds.**
9. **Public Hearing regarding the abatement and removal of noxious or dangerous weeds.**
Documents: [weed abatement pics.pdf](#)
10. **Ord. No. _____ Rezoning property owned by Cornelia Turrittin, located at 1587 Third Avenue from R-4 (Residential, Attached, High Density) District to B-3 (Local Shopping) District.**
Documents: [rezoning turrittin.pdf](#)
11. **Res. No. _____ Declaring certain properties which are overgrown with weeds, scrub, wild bushes, grass and other vegetable growth as injurious to the health, safety and welfare of the community as nuisances and ordering that the properties be abated.**
Documents: [weed abatements for overgrown lots.pdf](#)

12. **Res. No._____Declaring certain properties which are overgrown with weeds, scrub, wild bushes, grass and other vegetable growth as injurious to the health, safety and welfare of the community as nuisances and calling for a public hearing to be held on the matter during the regularly scheduled commission meeting on June 21, 2016.**
Documents: [weed abatement setting public hearing.pdf](#)
13. **Res. No._____Approving the 2016 Community Development Block Grant projects.**
Documents: [2016 cdbg projects recommendations.pdf](#)
14. **Res. No._____Awarding the bid, entering into a contract, and issuing a Notice to Proceed to Mid-South Paving Inc., of Dothan, Alabama for street resurfacing scheduled for 2016 for the sum of \$1,813,051.00.**
Documents: [contract mid south paving.pdf](#)
15. **Res. No._____Submitting a revised CWSRF loan application in the amount of \$41,075,000.00 for the purpose of funding the construction, engineering administration and inspection of the Omussee Creek Wastewater Treatment Plant Upgrades.**
Documents: [revised cwsrf loan application.pdf](#)
16. **Res. No._____Entering into a contract with Polyengineering to provide architectural services for a fee of \$20,500.00 for the Rose Hill Senior Adult Center Repairs Project.**
Documents: [contract polyengineering rose hill senior center repairs.pdf](#)
17. **Res. No._____Declaring certain personal property as obsolete and no longer needed for public or municipal purposes and authorizing the disposal of said property by whatever means is determined to be in the best interest of the City.**
Documents: [disposal of obsolete property.pdf](#)
18. **Res. No._____Entering into a lease agreement with Xerox Corporation for a Xerox copier for the Personnel Department (Employee Health Division) at a cost of \$36.62 a month and entering into a maintenance agreement for said copier for .0110 cost per copy for a thirty six (36) month period.**
Documents: [xerox copier employee health clinic.pdf](#)
19. **Res. No._____Entering into a lease agreement with Xerox Corporation for a Xerox copier for Rose Hill Senior Center at a cost of \$115.11 a month and entering into a maintenance agreement for said copier for .0055 cost per copy, for a thirty six (36) month period.**
Documents: [xerox copier rose hill senior center.pdf](#)
20. **Res. No._____Increasing the Petty Cash amount from \$150.00 to \$300.00 in the Planning & Development Department to be used for the Permits & Inspections Division.**
Documents: [increasing petty cash fund planning dept.pdf](#)
21. **Res. No._____Increasing the Petty Cash amount from \$2,200.00 to \$2,700.00 in the Performing Arts Department to be used for box office sales.**
Documents: [increasing petty cash fund performing arts dept.pdf](#)
22. **Res. No._____Accepting a grant award from the State of Alabama Department of Education for participation in a Summer Food Service Program for Children.**
Documents: [grant award summer food service program.pdf](#)
23. **Res. No._____Accepting a Community Involvement Grant Award from the**

United State 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: [grant award us tennis association.pdf](#)

24. **Res. No. _____ Agreeing to allow the Fire Department to issue a fireworks permit for the Dothan Country Club Independence Day Celebration Fireworks Display to be held on Saturday, July 2, 2016.**

Documents: [fireworks permit dothan country club.pdf](#)

25. **Res. No. _____ Awarding bids and approving purchases over \$15,000.00 by the City, and appropriating funds for said project.**

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

26. **Res. No. _____ Approving advance travel requests for City employees.**

Documents: [travel requests.pdf](#)

27. **Adjournment.**

PROCLAMATION

WHEREAS, the profession of Lineman is steeped in personal, family and professional tradition, and

WHEREAS, Linemen are often first responders during storms and other catastrophic events, working to make the scene safer for other public safety heroes, and

WHEREAS, these brave men and women are essential to the protection of our community and our nation, and

WHEREAS, Linemen work with thousands of volts of electricity high atop power lines 24 hours a day, 365 days a year, to keep electricity flowing, and

WHEREAS, Linemen must also work under dangerous conditions to construct and maintain the energy infrastructure of the City of Dothan, and

WHEREAS, Linemen put their lives on the line every day, with little recognition from the community regarding the danger and difficulty of their work:

NOW, THEREFORE, I, Mike Schmitz, Mayor of the City of Dothan, do hereby proclaim June 6, 2016 as

“Lineman Appreciation Day”

in the City of Dothan and acknowledge the efforts of Linemen in keeping power on and protecting public safety.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Dothan to be affixed this the 7th day of June, 2016.

SEAL



Attest:

Tammy Danner
City Clerk

Mike Schmitz
Mayor

April 26, 2016

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

Honorable Mayor and City Commission:

I respectfully submit my request for a Restaurant Retail License for Fatbacks located at 3850 West Main Street; Suite 801, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

Sincerely,


James Snellgrove

City of Dothan

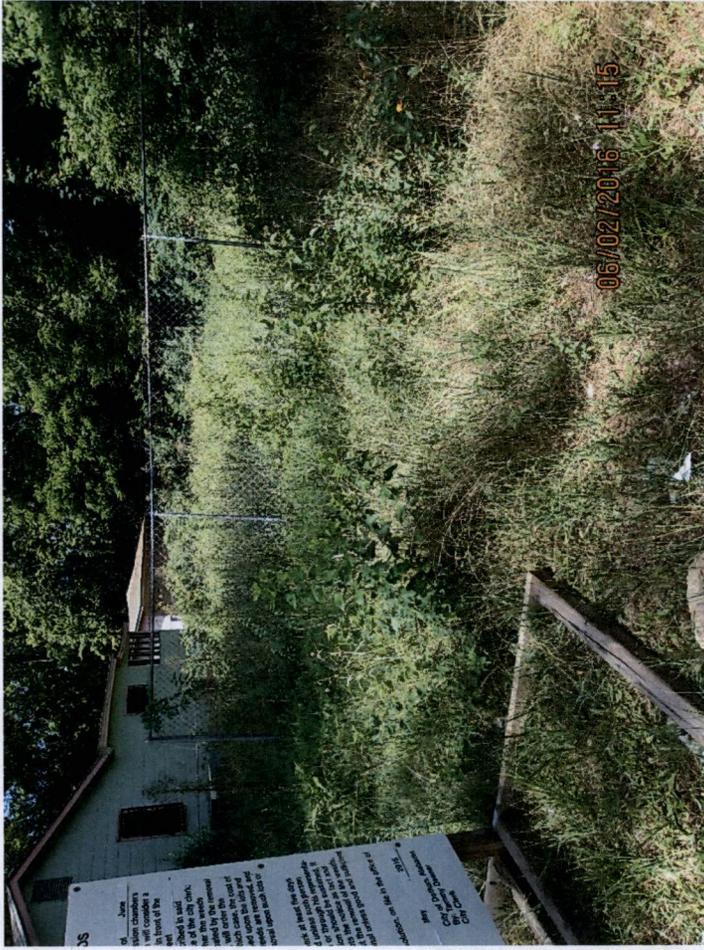
Public Hearing for Weed Abatement

June 7, 2016

Department of Planning and Development

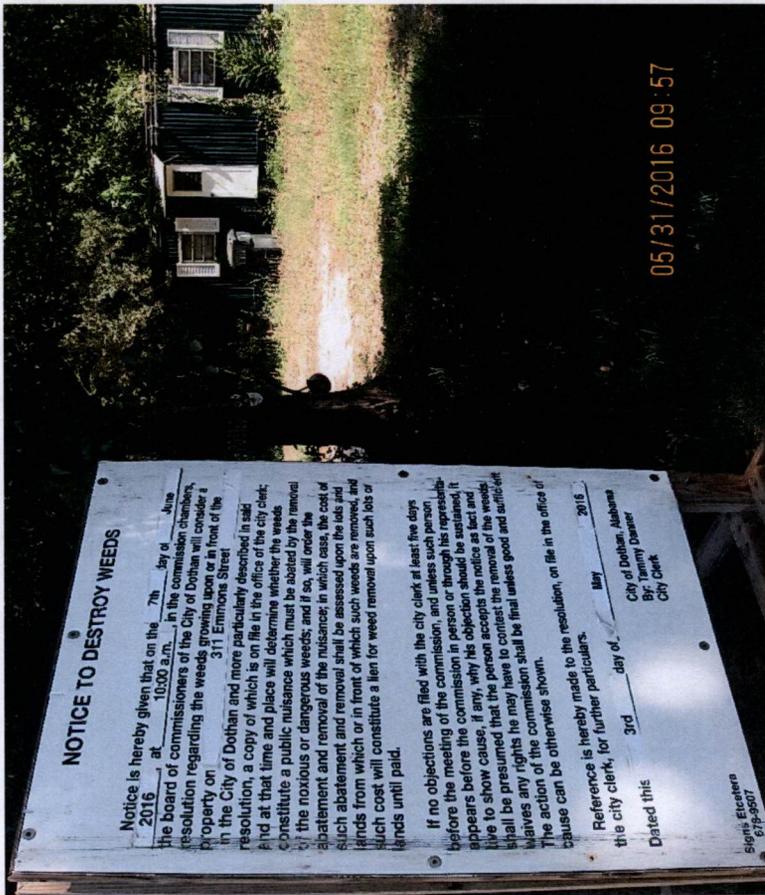


Weed Abatement 1107 N. Alice St.





Weed Abatement 311 Emmons Dr.



05/31/2016 09:57





Weed Abatement 0 Emmons Dr., (Lot next to 311 Emmons)





Weed Abatement 800 Allen Rd.



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 five to three 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 Cornelia Turritin, now zoned R-4 District by Chapter 114 of the Code of Ordinances and shown on the Zoning Map of the City of Dothan, Alabama, is hereby rezoned and classified as B-3 District:

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

LEGAL DESCRIPTION: SOURCE OF TITLE DB 696 P 769 (APPLICABLE PORTION OF)

One parcel of land in the City of Dothan, Alabama, described as follows, to-wit; Commencing at the northeast corner of the intersection of Donna Drive and Third Avenue, 360 feet North from the South line of the NE1/4 of SW1/4 of Section 30, Township 3, Range 27, and running thence East parallel with the South line of said forty 190 feet; thence North parallel with Third Avenue 90 feet; thence West parallel with the South line of said forty 190 feet to the East side of Third Avenue; thence South along the East side of Third Avenue 90 feet to the starting point.

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 _____.

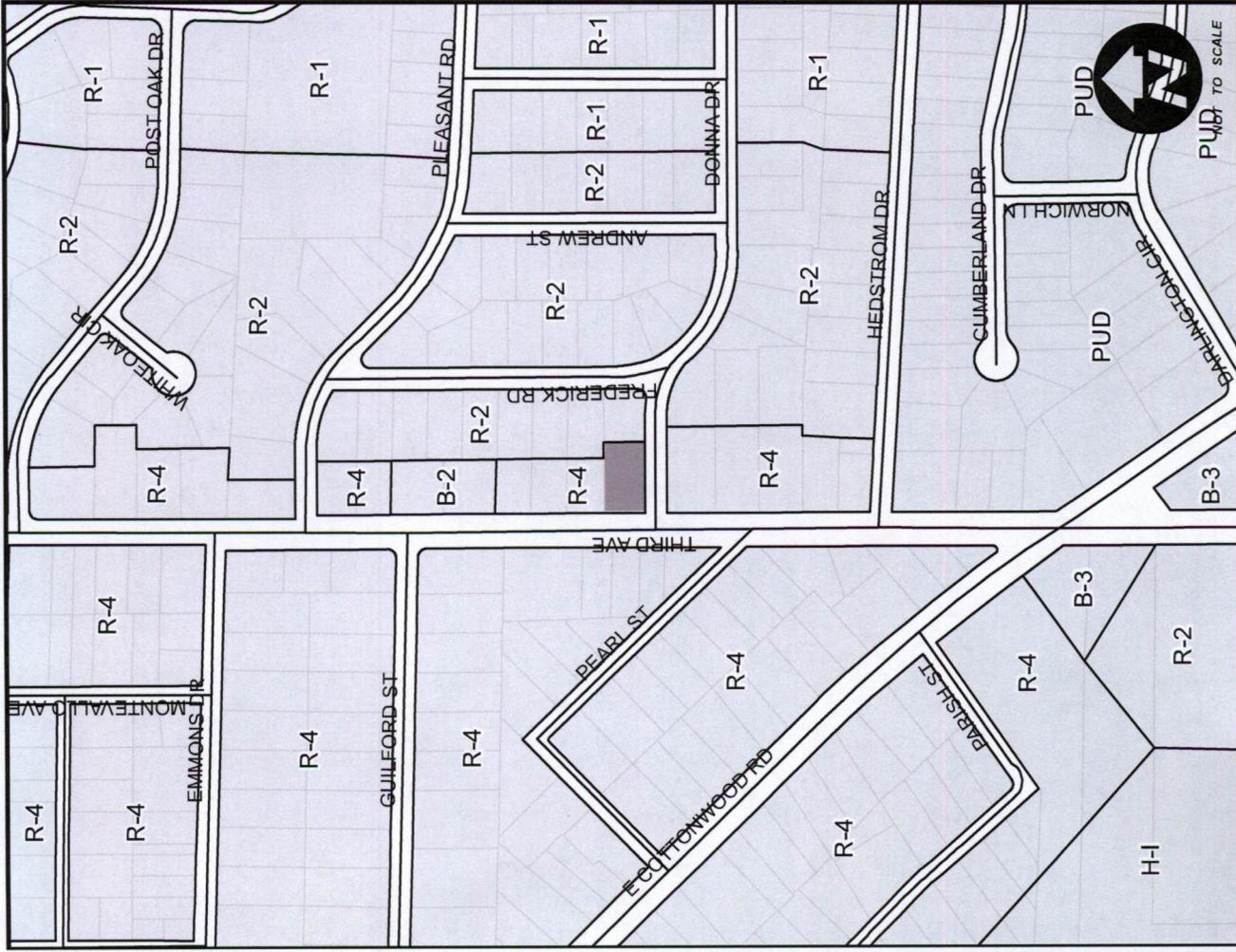
Tammy Danner, City Clerk

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.

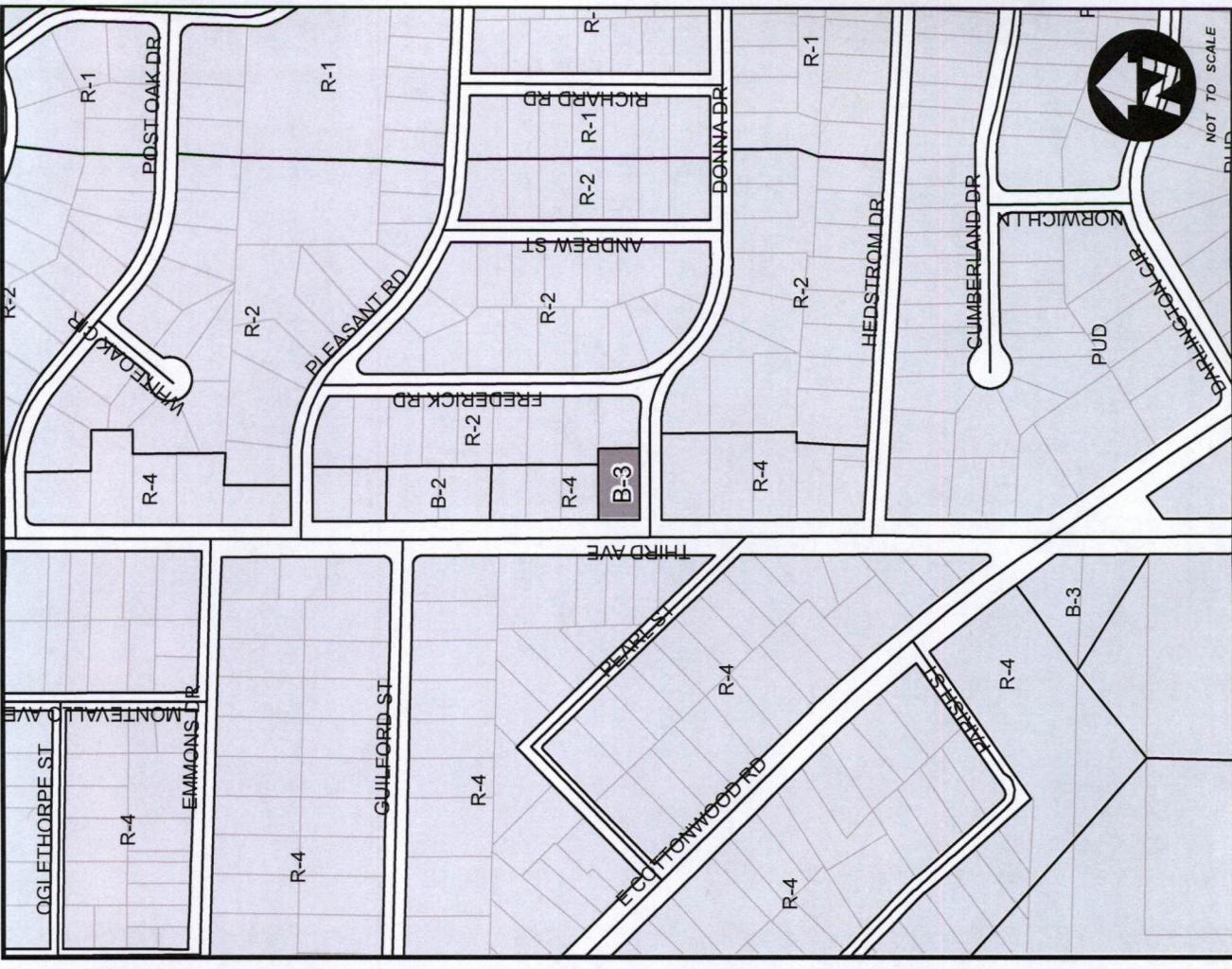
Tammy Danner, City Clerk

Rezoning: 1587 Third Avenue

Current Zoning - R-4: Residential Attached, High Density (2-7 units)



Proposed Zoning
B-3: Local Shopping





**PLANNING COMMISSION
STAFF REPORT – APRIL 20, 2016, MEETING
CASE NUMBER: RZ-16-0102
Case Manager: Frank G. Breaux, AICP**

Summary of Information:

Property Location:	1587 Third Avenue
Requested Action:	Rezoning from R-4 to B-2
Applicant/Owner:	Cornelia B. Turrittin

Zoning/Land Use:

EXISTING LAND USE - SUBJECT	NONCONFORMING COMMERCIAL BUILDING - IDLE
EXISTING LAND USE - NORTH	SINGLE-FAMILY RESIDENTIAL
EXISTING LAND USE - SOUTH	SINGLE-FAMILY RESIDENTIAL
EXISTING LAND USE - EAST	SINGLE-FAMILY RESIDENTIAL
EXISTING LAND USE - WEST	SINGLE-FAMILY RESIDENTIAL
ZONING DISTRICT - SUBJECT	R-4 (HIGH DENSITY ATTACHED MULTI-FAMILY)
ZONING DISTRICT - NORTH	R-4
ZONING DISTRICT - SOUTH	R-4
ZONING DISTRICT - EAST	R-2 (SINGLE-FAMILY RESIDENTIAL MEDIUM DENSITY)
ZONING DISTRICT - WEST	R-4

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.

R-4, Residential, attached multi-family, 2-7 dwelling units, high density. This district is intended to provide for high density urban residential development, containing at least two (2) attached dwelling units but not more than seven (7) attached dwelling units, along with related recreational facilities protected from the intrusion of non-residential activity. Single-family dwellings are permitted in R-4 districts utilizing R-3 dimensional regulations as part of the overall mix of housing uses but not independently. Lot sizes in R-4 districts range from four-thousand-eight-hundred (4,800) square feet to sixteen-thousand-eight-hundred (16,800) square feet, but lots can be larger if so desired. The chart below illustrates the minimum and maximum number of dwelling units as well as the minimum lot area for

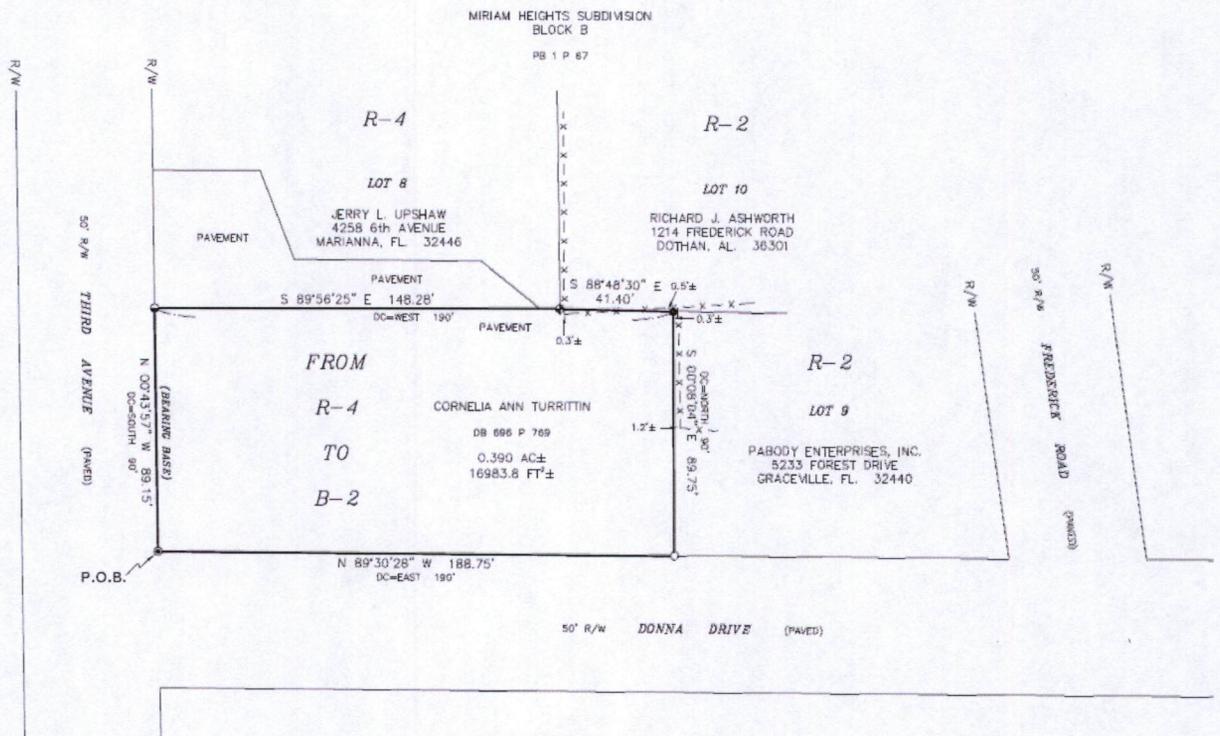
developments in R-4 district. When approved by the building official and the planning commission, zero lot lines are permitted along common walls of attached dwelling units.



VICINITY



AERIAL



SURVEY

General Discussion: The applicant is requesting a rezoning from R-4 to B-2 in order to reestablish the legal conforming status of a commercial property located at the NE corner of Third Avenue and Donna Drive. The property was the location of a grocery store that operated for decades but lost its legal nonconforming status once it discontinued operation. Business license records indicate no active licenses for this location since 2001 and it is unsure when the business actually closed.

Findings of Fact:

- The property is surrounded by single-family residences.
- The property is contiguous to R-4 and R-2 zoned properties.
- According to County records, the building was constructed in 1955.
- The subject building appears to have traditionally functioned as a “commercial corner” serving the residents in the general vicinity since the mid part of the last century.
- Commercial uses are generally prohibited within the R-4 District.
- The existing building and site improvements are nonconforming and any future use of the site for would require the approval of the Planning Commission (if rezoned as proposed).

Land Use Impact on Vicinity: The existing conditions within the vicinity of the subject property are typical of other “commercial corners” located within older parts of the City. Small commercial establishments such as grocery stores, general retail stores and service

establishments were once common elements in most of the City's original neighborhoods and still serve today as vital links to goods and services for those citizens lacking transportation.

Land Use Compatibility/Land Use Plan: The Future Land Use Map identifies the subject parcel as suitable for Residential Single-Family uses. The requested B-2 zoning designation is therefore inconsistent with the Future Land Use Map and Plan.



FUTURE LAND USE MAP

Impact on the Environment: The property is fully developed and there are no environmental impacts associated with the request.

Impact on Public Services and Facilities: The property is located within the urbanized area and existing infrastructure may need to be upgraded depending upon the ultimate use of the property. The Utilities Department has offered no comments at this time and the Fire Department has indicated that any new building construction/modification may require additional fire protection.

Staff Recommendation: Staff finds that the request is problematic given the property's location and the fact that B-2 zoning will allow for a number of uses that would prove incompatible with the surrounding single-family residences. Staff therefore recommends that Case No. RZ-16-0102, a request to rezone property located at 1587 Third Avenue from R-4 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 denial** with a negative recommendation from the Planning Commission subject to the provisions of the City of Dothan Zoning Ordinance.

The Planning Commission may, however, find that the B-3 (Local Shopping) zoning classification would be more appropriate given the fact that B-3 is a transitional district by design. The applicant may request that the Planning Commission consider amending the application without requiring a rehearing.

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

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

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

1107 N. Alice Street

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

311 Emmons Drive

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

0 Emmons Drive (Lot next to 311 Emmons Drive)

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

800 Allen Road

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

WHEREAS, a public hearing was held on the 7th day of June, 2016 to hear any objections to the abatement of nuisances on the above properties.

WHEREAS, no objections were filed.

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

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

**1107 N. Alice Street
311 Emmons Drive
0 Emmons Drive (Lot next to 311 Emmons Drive)
800 Allen Road**

Section 2. That the City is hereby authorized and directed to abate such nuisances by removing, or causing to be removed, any and all weeds, scrub, wild bushes, grass or other vegetable growth which bear seeds of a wingy or downy nature or which attain such growth of 12 inches or taller which becomes a fire menace when dry or are otherwise noxious or dangerous.

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

PASSED, APPROVED AND ADOPTED on the _____ day of _____, 2016.

Mayor

ATTEST:

Associate Commissioner District 1

Tammy Danner
City Clerk

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF COMMISSIONERS

RESOLUTION NO. _____

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

1107 N. Alice Street

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

311 Emmons Drive

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

0 Emmons Drive (Lot next to 311 Emmons Drive)

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

800 Allen Road

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

WHEREAS, a public hearing was held on the 7th day of June, 2016 to hear any objections to the abatement of nuisances on the above properties.

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

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

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

1107 N. Alice Street

311 Emmons Drive

0 Emmons Drive (Lot next to 311 Emmons Drive)

800 Allen Road

Section 2. That the City is hereby authorized and directed to abate such nuisances by removing, or causing to be removed, any and all weeds, scrub, wild bushes, grass or other vegetable growth which bear seeds of a wingy or downy nature or which attain such growth of 12 inches or taller which becomes a fire menace when dry or are otherwise noxious or dangerous.

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

PASSED, APPROVED AND ADOPTED on the _____ day of _____, 2016.

Mayor

ATTEST:

Associate Commissioner District 1

Tammy Danner
City Clerk

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF COMMISSIONERS

RESOLUTION NO. _____

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

2905 Nottingham Way

Parcel 38-09-09-29-0-006-001.000
Lot 19 Block C Robindale Subdivision

700 Parker Street

Parcel 38-10-04-18-3-005-013.000
Lot 11 Block A Fairmont Addition Subdivision

2608 Scott Road

Parcel 38-04-08-33-0-002-016.000
Lot 4 Block A Rainbow Meadow Phase I

1021 South Bell Street

Parcel 38-09-07-25-2-007-022.000
Lot 15 Block 5 Hammond Park Subdivision

310 Brushfire Drive

Parcel 38-09-09-29-0-008-073.000
Sage Grove 1st Addition

2215 Shannondoah Drive

Parcel 38-10-09-31-3-004-014.019
Lot 21 Block C Glen Haven Subdivision

937 Woodland Drive

Parcel 38-09-06-23-3-007-049.000
Lot 6 Block D Stephenson Addition Subdivision

1214 Greenwood Drive

Parcel 38-09-06-14-1-002-017.000
Lot 6 Block D REP Lots 1-8 Seminole Heights

768 South Park Avenue

38-09-06-23-3-002-011.000
Lots 41-43 & S 4' Lot 44 Block 5 Hamilton Hills Subdivision

910 East Newton Street

38-09-06-13-4-015-002.000

Located in SE¼ of SE¼ of Section 13 T3N R26E commencing @ Intersection of E Newton Street & N Range Street then W along R/W 78' to POB then S 175' W 55' N 175' E along R/W 55' to POB

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

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

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

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

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

Res. No. _____ continued.

Section 2. That a public hearing on this matter shall be held at the regularly scheduled Commission meeting of the Dothan City Commission, in the Civic Center, 126 N. St. Andrews Street, Dothan, Alabama, at 10:00 a.m. on the 21st day of June, 2016 for the Board of Commissioners to hear any objections and vote to abate the nuisances.

PASSED, APPROVED AND ADOPTED on the _____ day of _____, 2016.

Mayor

ATTEST:

Associate Commissioner District 1

Tammy Danner
City Clerk

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires all recipients of Community Development Block Grant (CDBG) funds to prepare a list of projects for funding in order to receive the annual CDBG allocation, and

WHEREAS, the City of Dothan, Alabama finds that CDBG funds are vital for providing housing assistance, neighborhood improvements, and economic development activities directed to meet the needs of low and moderate income persons, and

WHEREAS, CDBG funds are an essential component in addressing housing needs, prevention and elimination of slums and blight, job creation, and addressing other community development needs having a particular urgency to the community's health, welfare, and safety, and

WHEREAS, the City of Dothan has involved the public, non profit organizations, and other area governments to identify the 2016 CDBG projects for funding and made available for public comment according to HUD guidelines and Federal law, and

WHEREAS, the Community Development Advisory Board has recommended a project list and budget for inclusion into the 2016 Year Two Annual Action Plan, which will become part of the 2015-2019 Consolidated Plan based on the needs of the community as addressed in a public meeting and an assessment of the priorities of those needs.

WHEREAS, the City of Dothan expects to receive \$433,055 in CDBG funds for Program Year 2016, and

WHEREAS, the projects identified for funding are as follows:

Public Services

1. Alfred Saliba Family Services – Career Center	\$20,000
2. Boys and Girls Club of the Wiregrass – Tutoring	\$12,000
3. Girls, Inc. – Child Care	\$7,500
4. Exchange Center – Parent Aid	\$10,000
5. Healthy You, Inc. – Genesis II	\$15,458

Public Facilities

1. Hawk-Houston Boys and Girls Club – Bld. Improv.	\$45,000
2. Human Resource Dev. Corp. – Bld. Improvements	\$22,000
3. Young Jr. Building – Building Improvements	\$55,456
4. Boys and Girls Club of Wiregrass – HVAC System	\$14,000
5. Dubois –Aunt Katie's Garden –Bld. Improvements	\$25,000
6. Alexander Drive Sidewalk	\$120,030

2016 RECOMMENDATIONS OF THE COMMUNITY DEVELOPMENT ADVISORY BOARD YEAR TWO ANNUAL ACTION PLAN

2016 CDBG PROJECTS

Public Service (PS)		Request	Award
PS-1	Alfred Saliba Family Services Center	\$ 20,000.00	\$ 20,000.00
PS-2	Boys and Girls of Wiregrass _ Project Learn	\$ 12,000.00	\$ 12,000.00
PS-3	Girls, Inc. -Childcare	\$ 7,500.00	\$ 7,500.00
PS-4	Exchange Center - Parent Aid	\$ 28,392.00	\$ 10,000.00
PS-5	Healthy You, Inc. - Genesis II	\$ 50,000.00	\$ 15,458.00
		Subtotal	\$ 64,958.00

Public Facilities/Infra (PF&I)		Request	Award
PF&I-1	Hawk-Houston - Building Improvements	\$ 45,000.00	\$ 45,000.00
PF&I-2	HRDC - Building Improvements	\$ 53,000.00	\$ 22,000.00
PF&I-3	Young Junior Building -Building Improvements	\$ 93,300.00	\$ 55,456.00
PF&I-4	Boys and Girls Club - HVAC	\$ 14,000.00	\$ 14,000.00
PF&I-5	Aunt Katie's Garden - Building Improvements	\$ 50,000.00	\$ 25,000.00
PF&I-6	Public Works - Alexander Drive Sidewalk revised	\$ 120,000.00	\$ 120,030.00
PF&I-7	Public Works - E. Selma Street Sidewalk	\$ 101,500.00	\$ -
		Subtotal	\$ 281,486.00
		Total	\$ 346,444.00

Reprogrammed Funds

Housing (HO)		Request	Award
HO-1	Habitat - Emergency Home Repair	\$ 80,000.00	\$ 80,000.00
HO-2	Habitat - Weatherization	\$ 33,000.00	\$ 33,000.00
		Subtotal	\$ 145,008.31
		Total	\$ 491,452.31

Economic Development (ED)		Request	Award
ED-1	Wiregrass Rehabilitation Center - Equipment	\$ 23,000.00	\$ 23,000.00
ED-2	DDRA - Façade Improvement Program	\$ 33,000.00	\$ 9,008.31
		Subtotal	\$ 145,008.31
		Total	\$ 491,452.31

Funds Recommended to be Reprogrammed		
PROJECT #	PROJECT DESCRIPTION	REMAINING
2010-0011	WILSON STREET DRAINAGE	64,760.90
2010-0018	HABITAT FOR HUMANITY WEATHERIZATION	0.30
2011-0013	ALFRED SALIBA YOUNG JR. BUILDING-WINDOWS	0.29
2011-0013	ALFRED SALIBA YOUNG JR. BUILDING-WINDOWS (PHASE II)	2,710.82
2012-0009	PUB WKS MONTANA ST SIDEWALK	15,365.00
2012-0012	PUB WKS WILSON ST DRAINAGE	61,048.00
2012-0014	NEIGH. REST. CORP.	1,123.00
Total to be Reprogrammed		\$ 145,008.31

Summary	
Total 2016 CDBG Funding (Award anticipated - \$433,055)	\$ 433,055.00
Public Service Projects	\$ 64,958.00
Public Facilities/Infrastructure Housing and E.D.	\$ 281,486.00
Planning and Administration (20%)	\$ 86,611.00
Projects Funded from Reprogrammed Funds	\$ 145,008.31
Grand Total of Allocations	\$ 578,063.31

Administration

Administration, Planning and Oversight

\$86,611

Grand Total

\$433,055

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, by action of the City Commission, hereby approves and adopts the 2016 CDBG projects.

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

I, Tammy Danner, duly appointed City Clerk of the City of Dothan, Alabama; do hereby certify that the foregoing resolution was passed by the Board of Commissioners of the City of Dothan, Alabama, at a regular meeting held on June 7, 2016.

Witness my hand and seal of the City of Dothan this ____ day of June, 2016.

City Clerk

RESOLUTION NO. _____

WHEREAS, the City of Dothan received bids on May 24, 2016, for the City Street Resurfacing Project 2016, which was designed and advertised for bid by the City of Dothan; and

WHEREAS, Mid-South Paving, Inc., of Dothan, Alabama, submitted the lowest bid in the amount of \$1,813,051.00 (bid tabulation attached); and

WHEREAS, upon reviewing of the bids received, the Public Works Department recommends awarding the City Street Resurfacing Project 2016 to Mid-South Paving, Inc., of Dothan, Alabama.

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

Section 1. That upon the recommendation of the Public Works Director, the City of Dothan, award the bid, enter into a contract, and issue a Notice to Proceed to Mid-South Paving Inc., of Dothan, Alabama for street resurfacing scheduled for 2016 for the sum of \$1,813,051.00, which said contract follows:

CONTRACT FORM

THIS AGREEMENT, made this _____ day of _____, 2016, by
and between City of Dothan, Alabama, herein called "Owner," acting herein through
(Corporate Name of Owner)
its Mayor, and Midsouth Paving, Inc.
(Title of Authorized Official) (a corporation)
of Dothan County of Houston, State of Alabama,
herein called "Contractor."

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

**CITY STREET RESURFACING PROJECT
2016
IN DOTHAN, ALABAMA**

hereinafter called the "Project", for the sum of one million, eight hundred thirteen thousand, fifty-one and 00/100 Dollars (\$ 1,813,051.00), and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions, and Special Conditions of the Contract, the plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by City of Dothan Public Works Department herein entitled the Architect/Engineer.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 120 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$100.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 25 of the General Conditions.

The Owner agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 30, "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties of these presents have executed this contract in five (5) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

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

(Secretary) By: _____

(Witness) _____
(Title)

(Seal) _____
(Contractor)

(Secretary) By: _____

(Witness) _____
(Title)

(Address)

(City, State, Zip Code)

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



CITY OF DOTHAN BID TABULATION SHEET

BID # 16-035

Bid Opening Date: 5/24/16 Department: Public Works Commodity Codes: 913-96	Midsouth Paving, Inc. Dothan, AL.				Wiregrass Construction Company Ariton, AL.	
Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
2015 Street Resurfacing: All Quantities are Estimated.						
212-A Machine Graded Shoulders	N/A	sta.	N/A	N/A	N/A	N/A
212-B Machine Graded Shoulders	235	sta.	\$ 178.00	\$ 41,830.00	\$ 200.00	\$ 47,000.00
401-B Bituminous Treatment Type G	30,000	sq. yds.	\$ 2.65	\$ 79,500.00	\$ 2.25	\$ 67,500.00
405-A Tack Coat	13,400	gals.	-	-	\$ 5.75	\$ 77,050.00
424-A a) 1" Wearing Surface	7,400	tons	\$ 92.00	\$ 680,800.00	\$ 96.00	\$ 710,400.00
424-A b) 1 1/2" Wearing Surface	8,000	tons	\$ 90.00	\$ 720,000.00	\$ 94.00	\$ 752,000.00
424-A c) Leveling 1/2" Maximum Aggregate	500	tons	\$ 90.00	\$ 45,000.00	\$ 98.00	\$ 49,000.00
606-A Pipe Underdrain	1,000	LF	\$ 16.00	\$ 16,000.00	\$ 18.00	\$ 18,000.00
606-B Pipe Underdrain	100	LF	\$ 34.00	\$ 3,400.00	\$ 60.00	\$ 6,000.00
607-D Paving Geotextile	1,000	sq. yds.	\$ 1.00	\$ 1,000.00	\$ 2.40	\$ 2,400.00
607-E Asphalt Sealant	250	gals.	\$ 3.30	\$ 825.00	\$ 3.25	\$ 812.50
622-A Resetting Manholes	199	each	\$ 225.00	\$ 44,775.00	\$ 250.00	\$ 49,750.00
622-B Resetting Gratings	4	each	\$ 600.00	\$ 2,400.00	\$ 735.00	\$ 2,940.00
623-A Standard Bumper Curb	N/A	LF	N/A	N/A	N/A	N/A
623-B Concrete Curb Removal	N/A	LF	N/A	N/A	N/A	N/A
623-C Concrete Stamped & Color Impregnated Sidewalk	N/A	LF	N/A	N/A	N/A	N/A
643-A Resetting Valve Boxes	79	each	\$ 39.00	\$ 3,081.00	\$ 35.00	\$ 2,765.00
654-A Solid Sodding	N/A	sq. yds.	N/A	N/A	N/A	N/A
701-A Broken Yellow Traffic Class 2 Stripe	2	miles	\$ 1,850.00	\$ 3,700.00	\$ 2,115.00	\$ 4,230.00
701-A Solid Yellow Traffic Class 2 Stripe	10	miles	\$ 2,950.00	\$ 29,500.00	\$ 3,560.00	\$ 35,600.00
701-A Solid White Class 2, Traffic Stripe	5	miles	\$ 2,950.00	\$ 14,750.00	\$ 3,560.00	\$ 17,800.00
701-A Broken White Class 2 Traffic Stripe	1	miles	\$ 1,850.00	\$ 1,850.00	\$ 2,115.00	\$ 2,115.00
701-C Broken Yellow Temporary Traffic Stripe	2	miles	\$ 750.00	\$ 1,500.00	\$ 845.00	\$ 1,690.00
701-C Solid Yellow Temporary Traffic Stripe	15	miles	\$ 790.00	\$ 11,850.00	\$ 905.00	\$ 13,575.00
701-C Solid White Temporary Traffic Stripe	1	miles	\$ 790.00	\$ 790.00	\$ 905.00	\$ 905.00
703-A Traffic Control Markings Class 2	3,500	sq. ft.	\$ 5.00	\$ 17,500.00	\$ 5.45	\$ 19,075.00
703-B Traffic Control Legends Class 2	200	sq. ft.	\$ 5.00	\$ 1,000.00	\$ 6.00	\$ 1,200.00
SC-3-B Joints & Cracks, Cleaning & Sealing	N/A	LF	N/A	N/A	N/A	N/A
SC-3-C Saw & Seal Joints	N/A	LF	N/A	N/A	N/A	N/A
SC-4 A) Milling 1" Thickness	N/A	sq. yds.	N/A	N/A	N/A	N/A
SC-4 B) Milling of Existing Pavement Prior to Resurfacing 2" to 3" Thickness	40,000	sq. yds.	\$ 2.30	\$ 92,000.00	\$ 2.50	\$ 100,000.00
Total Base Bid:				\$ 1,813,051.00		\$ 1,981,807.50

DESCRIPTION:

Bid for resurfacing approximately 13 miles of streets in Dothan, AL.
including traffic control, temporary and permanent markings
G-treatment and milling.

DEPARTMENT REMARKS/APPROVAL:

Recommended award low bid as marked.
[Signature]

APPROVED: _____ Purchasing Agent

Resolution # _____

Dated _____

Returned to Department _____

Res. No. _____, entering into contract with Mid-South Paving, Inc. of Dothan, Alabama, for the City Street Resurfacing Project 2016 for the City of Dothan.

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

Section 3. That Mike Schmitz, Mayor of the City of Dothan, and in such capacity, is hereby authorized and directed to execute said contract for and in the name of the City of Dothan, which shall be attested by the City Clerk.

PASSED, ADOPTED AND APPROVED on_____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, the City of Dothan, after comprehensive study and design, desires to construct the Omussee Creek Wastewater Treatment Plant Upgrades; and

WHEREAS, the construction project was advertised and bids opened on May 17, 2016 with the low bid being submitted by Max Foote Construction Company, LLC of Birmingham, Alabama with a bid of \$39,225,000.00; and

WHEREAS, the construction engineering administration and inspection will be \$1,850,000.00 as negotiated with Barge, Waggoner, Sumner and Cannon; and

WHEREAS, by Resolution No. 2015-099 the City made application to the Alabama Water Pollution Control Authority for a Clean Water State Revolving Fund (CWSRF) loan in the amount of \$30,000,000.00 (based on preliminary estimates) for the purpose of funding the construction related project cost; and

WHEREAS, it is necessary to revise the CWSRF loan application to reflect the actual construction related cost to the amount of \$41,075,000.00.

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

Section 1. That the City of Dothan submit a revised CWSRF loan application in the amount of \$41,075,000.00 for the purpose of funding the construction, engineering administration and inspection of the Omussee Creek Wastewater Treatment Plant Upgrades, which said revised application follows:

**State of Alabama
Alabama Department of Environmental Management
Clean Water State Revolving Fund (CWSRF) Loan Program**



SRF Section (334) 271-7913
Permits and Services Division (334) 271-7950 FAX
Alabama Department of Environmental Management jwd@adem.state.al.us
Post Office Box 301463
Montgomery, Alabama 36130-1463

CWSRF Loan Application



Clean Water
State Revolving Fund

Applicant: City of Dothan
Project Name: Omussee Creek WWTP Improvements
Project Number: CS010292-33

Notes:

1. Submit two complete copies, with attachments, to the address shown above. At least one copy should contain original signatures and be notarized as shown in the application.
2. This application and supporting documents may be submitted electronically.

Alabama CWSRF Loan Application

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Introduction

This is the second stage of the application process for Clean Water State Revolving Fund (CWSRF) assistance. A local government interested in participating should first submit a CWSRF Preapplication Form in order to be listed on the project priority list, which is published in the CWSRF Intended Use Plan (IUP). This application may be submitted with the preapplication or at any time thereafter. We strongly recommend submitting this application within 60 days of the issuance of the ADEM Intended Use Plan, otherwise the project may be moved to the non-fundable list.

Concurrence for the proposed project is required (in writing) from the Alabama Historical Commission, the U.S. Fish and Wildlife Service, Regional Planning Agency, and the U.S. Army Corps of Engineers. Copies of the concurrence letters are required to be included with the application package.

If the project includes a new or upgraded wastewater treatment facility, the applicant is required to obtain an NPDES permit prior to receiving a CWSRF loan.

An Environmental Information Document and plans and specifications are required to support each project with respect to technical and environmental matters. Please see the Environmental Information Document outline included in the application package for further guidance. Plans and specifications are required at the time the application is submitted.

Questions regarding the CWSRF Loan Application package should be directed to:

SRF Section
Permits and Services Division
Alabama Department of Environmental Management

Phone: (334) 271-7913
FAX: (334) 271-7950
E-mail: jwd@adem.state.al.us
Internet: www.adem.state.al.us

Mailing Address:
Post Office Box 301463
Montgomery, Alabama 36130-1463

Overnight Delivery Address:
1400 Coliseum Boulevard
Montgomery, Alabama 36110-2059

Application for Alabama CWSRF Loan Funding

Applicant City of Dothan	County Houston
Name and Title of Contact Person Jerry W. Corbin, P.E.	Telephone (334)615-4400
Street Address or Post Office Box P.O. Box 2128	FAX (334)615-4409
City, State, and Zip Dothan, AL 36302	Email jwcorbin@dothan.org
Total Project Cost \$ 41,075,000	SRF Assistance Requested \$ 41,075,000
Project Name Omussee Creek Wastewater Treatment Plant Improvements	
Description of Project The Project consists of the construction, contract administration, and construction costs, for improvements at the Omussee Creek Wastewater Treatment Plant. The improvements include, a new influent pump station, headworks, grit removal, a new bioreactor, provisions for future tankage, refurbishment of existing tankage, equipment replacement, a new tertiary filter, demolition of existing structures, a new clarifier, a new UV disinfection system, a new sludge dewatering system, and necessary site work and appurtenances.	

Certification

The undersigned representative of the applicant certifies that the information in the application and in the attached statements and exhibits is true, correct and complete to the best of the applicant's knowledge, information and belief. The applicant further certifies: That as evidenced by the attached Certified Resolution made by the applicant, the undersigned representative has been authorized to file this application; that the applicant agrees that a CWSRF loan for the project is made pursuant to the Alabama Code §§ 22-34-1 et seq., and ADEM A.C. 335-11-1; the applicant will pay all costs of the approved project not covered by the SRF loan; that all statements, data and supporting documents made or submitted by the applicant in connection with any applications for Authority assistance for the project are to be deemed a part of this application as if they were herein repeated and set forth in full.

Signature of Authorized Representative	Title of Authorized Representative Mayor
--	---

Subscribed and sworn to
this _____ day
of _____,
20____.

(SEAL)

Consulting Engineer Information

Attach a copy of each executed engineering contract to this application. The contract ceiling amount is required for accounting purposes – if the contract is on a percentage or cost basis please provide an estimated maximum cost.

You may attach additional copies of this form if multiple consulting engineers will design/inspect this project.

Name Tonny Peters	Telephone (334) 678-9842
Firm Barge Waggoner Sumner & Cannon, Inc.	FAX (334) 793-4459
Street Address or Post Office Box 2047 W. Main Street, Suite 1	Email tonny.peters@bwsc.net
City, State, and Zip Dothan, AL 36301	Contract Ceiling Amount \$1,850,000

Consulting Engineer's Certification

I hereby give assurance and certify to the Alabama Department of Environmental Management that:

1. All plans and specifications for wastewater projects will be prepared in accordance with the latest edition of *GLUMRB Recommended Standards for Wastewater Facilities* ("10 State Standards") or other design standards as approved by ADEM.
2. An Operation and Maintenance (O&M) manual will be prepared for all new treatment works.
3. All contract specifications will contain ADEM Supplemental General Conditions, latest version.
4. Plans and specifications will be submitted to ADEM for examination prior to advertising the project for bidding.
5. No contracts will be awarded before a Project Review and Cost Summary package has been submitted to ADEM for review and issuance of an Approval to Award letter.
6. Unless prior, special arrangements have been made with ADEM, no materials-only contracts will be awarded for payment with CWSRF funds. Under no circumstances will in-kind labor be reimbursed with CWSRF funds.
7. The attached Environmental Information Document has been prepared in accordance with the outline provided in this application.

Signature of Consulting Engineer: _____

Date: _____

Calculation of CWSRF Loan Share

Cost Classification	Total Amount Required	Amount Requested for CWSRF Loan
1. Administrative Expense:		
2. Land, structures, right-of-way <i>(note: may not be CWSRF loan eligible)</i>		
3. Engineering:		
a. Design:		
b. Basic A/E Fees:		
c. Other Engineering/Testing Fees: (specify)		
i.		
ii.		
iii.		
d. Construction Inspection Fees:	\$ 1,850,000	
Engineering Sub-Total:	\$ 1,850,000	
4. Construction:	\$39,225,000	
a. Contract 1:		
b. Contract 2:		
c. Contract 3:		
d. Contract 4:		
e. Contract 5:		
Construction Sub-Total:	\$39,225,000	
5. Construction Contingency:		
6. Equipment: (Specify)		
a.		
b.		
c.		
d.		
7. Other: (Specify)		
a.		
b.		
c.		
Totals:	\$41,075,000	

Statement of Assurances

The applicant, City of Dothan, hereby gives assurance and certifies to the Alabama Department of Environmental Management that:

1. The Applicant shall maintain its financial records in accordance with generally accepted accounting principles and auditing standards for governmental institutions.
2. The applicant shall comply with all applicable NPDES permits.
3. For wastewater projects. the applicant shall adopt a sewer use ordinance, which shall prohibit any new connections from inflow sources into the treatment works and require that new sewers and connections to the treatment works are properly designed and constructed. The ordinance, or other legally binding document shall also require that all wastewater introduced into the treatment works does not contain toxins or other pollutants in amounts or concentrations that endanger public safety and physical integrity of the treatment works; cause violation of effluent or water quality limitations; or preclude the selection of the most cost-effective alternative for wastewater treatment or sludge disposal.
4. The applicant shall enforce NPDES pretreatment standards where applicable.
5. The applicant shall comply with all applicable requirements of Federal, State and local laws.
6. The applicant shall pay the unallowable costs of the construction of the project.
7. If applicable, the applicant shall retain certified wastewater treatment system operators in accordance with ADEM A.C. Division 335-10, from the time of the completion of construction or initiation of operation, whichever is earlier, until such time as operation of the facility is discontinued.
8. Construction of the project, including the award of contracts in connection therewith, shall conform to applicable requirements of Federal, State and local laws, ordinances, rules and regulations and to contract specifications and requirements.
9. The applicant shall comply with the following guidelines to the satisfaction of the Department: "*Design Criteria for Mechanical, Electrical and Fluid System and Component Reliability*", EPA-430-99-74-001, and "*GLUMRB Recommended Standards for Wastewater Facilities*".
10. The applicant shall have an Operation and Maintenance manual developed for the treatment works funded by the CWSRF loan.
11. The applicant shall certify that the project will be initiated and completed in accordance with the schedule specified in the CWSRF Loan Agreement.
12. The applicant must submit proof that it, and its contractors and subcontractors, will comply with all insurance requirements of the Loan Agreement and that it shall be able to certify that the insurance is in full force and effect and that the premiums have been paid.
13. The applicant shall ensure that procurement and construction shall conform to Title 39 and Title 41, Chapter 16, of the Code of Alabama, and the requirements imposed by EPA CWSRF Regulations promulgated under Title VI of the Clean Water Act.

Signature of Authorized Representative: _____

Subscribed and sworn to
this _____ day
of _____,
20____.

(SEAL)

Intergovernmental Review Procedures

Intergovernmental review of CWSRF funded projects is required pursuant to Executive Order 12372. To fulfill this requirement, the applicant is required to submit a copy of their CWSRF loan application to the following entity for review and comment. Responses from these entities indicating concurrence with the proposed project are required (in writing) and must be included with the CWSRF Loan Application:

Regional Planning Agency

Complete this form and transmit a copy of the CWSRF Application Form (Page 4 of this application) to your Regional Planning Agency.

A. Applicant Name and Address:

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

B. Catalog of Federal Domestic Assistance Number and Title:

No. 66.458 - State Revolving Loan Program

C. Date Application Sent to ADEM:

Authorized Representative:

(Signature)

Certification Regarding Debarment and Suspension; Certification Regarding Federal, State, and Local Laws (the Copeland Act)

CWSRF Project: Omussee Creek WWTP Improvements

CWSRF Project No: CS010292-33

I, Mike Schmitz, Mayor, representing the
(Name) Title

City Commission of City of Dothan,
(Organization) (City, Town, etc.)

Alabama do hereby certify that, to our knowledge, no services of any individual, organization, or unit of government for facilities planning or design work appears on the master list of debarments, suspensions, and voluntary exclusions, in accordance with CFR 35.2105, Debarment and Suspension.

I further certify that, in accordance with CFR 35.2104(c), the applicant has not violated any Federal, State, or Local Law pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice relating to, or in connection with, facilities planning or design work related to the above referenced project.

Signature of Authorized Representative: _____

Date: _____

Site Certificate – Authorized Representative Certification

CWSRF Project: Omussee Creek WWTP Improvements

CWSRF Project No: CS010292-33

I certify that the Applicant, City of Dothan, has acquired all real property including easements and rights-of-way that are or will be required for the construction, erection, extension, modification, operation and maintenance of the entire wastewater treatment works within the scope of the CWSRF funded projects.

I certify that, if other municipalities are served by the wastewater treatment/transport works funded under the above referenced project, those municipalities have acquired all real property including easements and rights-of-way required for service to those municipalities.

I certify that the Title Counsel's Certification given on the attached certificate covers all real property including easements and rights-of-way that are or will be required for the construction, erection, extension, modification, operation and maintenance of the entire wastewater treatment works within the scope of the funded under the above referenced project.

I further certify that all real property including easements required for the entire wastewater treatment works funded under the above referenced project was acquired in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and Regulation 40 CFR Part 4.

Signature of Authorized Representative: _____

Date: _____

Site Certificate – Title Counsel Certification

CWSRF Project: Omussee Creek WWTP Improvements
CWSRF Project No: CS010292-33

I, F. Lenton White, Attorney at Law, representing
the City of Dothan, as Title Counsel, do hereby certify:

1. That I have investigated and ascertained the location of, and am familiar with the legal description of the site or sites being provided by the Applicant for all elements of the wastewater treatment works within the scope of the above referenced project to be constructed (modified, extended, improved, altered) operated and maintained in and upon such site or sites.
2. That I have examined the deed records of the county or counties in which said project is to be located and, in my opinion, the Applicant has a legal and valid fee simple title or such other estate or interest in the site of the project, including necessary easements and rights-of-way sufficient to assure undisturbed use and possession for the purposes of construction and operation and maintenance for the estimated life of the project.
3. That any deeds or documents required to be recorded in order to protect the title of the owner and the interest of the Applicant have been duly recorded and filed for record wherever necessary.
4. That, if applicable, the title to real property for which the Water Pollution Control Authority has funded, has been encumbered in accordance with the requirements of State and local law to adequately protect the interest of the United States.
5. Remarks: *(use additional pages if necessary)*

Dated this _____ day of _____, 20 _____

Attorney at Law
126 N. Saint Andrews Street, Dothan, AL 36303
Address

Certification: Cost and Effectiveness

CWSRF Project: Omussee Creek WWTP Improvements

CWSRF Project No: CS010292-33

I certify that the Applicant, City of Dothan ,

(A) has studied and evaluated the cost and effectiveness of the processes, materials, techniques, and technologies for carrying out the proposed project or activity for which assistance is sought under this title; and

(B) has selected, to the maximum extent practicable, a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation, and energy conservation, taking into account:

- (i) the cost of constructing the project or activity;
- (ii) the cost of operating and maintaining the project or activity over the life of the project or activity; and
- (iii) the cost of replacing the project or activity.

Signature of Authorized Representative: _____

Date: _____

EPA Form 4700-4

Applicant must download, complete, and sign the latest version of EPA Form 4700-4. Attach an original copy of the form here.

This form is available at:
<http://www.epa.gov/ogd/forms/forms.htm>

NAME OF CASE

STATUS

C. McBride v. Houston Co. Heath Care Authority, et al	Pending in U.S. Court of Appeals
Thomas v. Moody, et al.	Pending in U.S. Court of Appeals
Jerrell v. Davis, et al.	Pending in U.S. District Court
Byrd v. City of Dothan, et al.	Pending in U.S. District Court

Disadvantaged Business Enterprise (DBE)
Minority Business Enterprise (MBE) / Women's Business Enterprise (WBE)

The CWSRF program requires all projects to comply with:

- Civil Rights Act of 1964 & 1990
- Executive Order 11246 (Equal Employment Opportunity)
- Executive Order 11625 and 12138 (MBE/WBE)

In compliance with the Federal regulations it is the policy of the CWSRF program to promote a "fair share" of subagreement awards to small minority, and women owned businesses for supplies, equipment, services and construction. Compliance with these contract provisions is required in order for project costs to be eligible for SRF funding. The State has negotiated a MBE/WBE "fair share" objective of:

Commodities (Supplies)	MBE 4%	WBE 11%
Contractual (Services)	MBE 8%	WBE 30%
Equipment	MBE 5%	WBE 20%
Construction	MBE 2.5%	WBE 3%

Please note that DBEs, MBEs, and WBEs must be certified by EPA, SBA, or DOT (or by state, local, Tribal, or private entities whose certification criteria match EPA's). DBEs must be certified in order to be counted toward the recipient's MBE/WBE accomplishments. Depending upon the certifying agency, a DBE may be classified as a DBE, a Minority Business Enterprise (MBE), or a Women's Business Enterprise (WBE).

The loan recipient (owner) shall employ and document good faith efforts in following the six affirmative steps when using loan funds to procure sources of supplies, construction and services.

If the successful bidder plans to subcontract a portion of the project, the bidder must submit to the owner (within 10 days after bid opening) documentation of good faith efforts in following the six affirmative steps taken to utilize small, minority and women's businesses.

These "fair share" objectives are required to be stated in the loan agreement and in the project specifications (**SRF Supplemental General Conditions**).

Implementation of Six Affirmative Steps for Good Faith DBE Solicitation

1. Include qualified MBE/WBE's on solicitation lists.
 - a) Maintain and update a listing of qualified MBE/WBE's that can be solicited for supplies, construction and/or services.
 - b) Provide this listing to all interested parties who requested to be placed on the bidder's mailing list or requested copies of bid or proposal documents
 - c) Contact sources within geographic area of project to identify qualified MBE/WBE's for placement on MBE/WBE list.
 - d) Check for other MBE/WBE listings such as those utilized by the State Minority Business Office, the Small Business Administration, Minority Business Development Office, EPA Region IV Office of Small and Disadvantaged Business Utilization (OSBDU), or the Alabama Department of Transportation.

2. Assure that MBE/WBE's are solicited whenever they are potential sources.
 - a) Conduct meetings, conferences and follow-ups with MBE/WBE's, small, minority and/or women's business associations, minority media etc., to inform these groups of opportunities to provide supplies, services and construction.
 - b) Conduct pre-bid, pre-solicitation and post-award conferences to ensure that consultants, suppliers and builders solicit MBE/WBE's.
 - c) Provide bidders with listings of qualified MBE/WBE's and establish that a fair share of subagreements be awarded.
 - d) Advertise in general circulation, trade publications, State agency publications of identified MBE/WBE's, minority or women's business focused media, etc., concerning contracting opportunities on your projects. Maintain a list of minority or women's business focused publications that may be used to solicit MBE/WBE's.
 - e) Provide interested MBE/WBE's with adequate information about plans, specifications and other requirements of the proposed projects.
 - f) Provide interested MBE/WBE trade organizations with summaries of bid solicitations.
 - g) Consider notifying MBE/WBE's of future procurement opportunities so that they may establish bidding solicitations and procurement plans.
3. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of MBE/WBE's.
 - a) Perform an analysis to identify portions of work that can be divided and performed by qualified MBE/WBE's.
 - b) Scrutinize the elements of the total project to develop economically feasible units of work that are within the bonding range of MBE/WBEs.
 - c) Analyze bid packages to afford MBE/WBEs maximum participation.
4. Use the appropriate services and assistance of:
 - a) the Office of Small and Minority Business Assistance in the Alabama Development Office
 - b) the Minority Business Development Centers
 - c) the Alabama Department of Transportation (for WBEs)
 - d) the Small Business Association
5. Establish delivery schedules, within the requirements of the work permit, which will encourage participation of MBE/WBEs.
 - a) Consider lead times and scheduling requirements often needed by MBE/WBE firms.
 - b) Develop realistic delivery schedules, which may provide for greater MBE/WBE participation.
6. Require each contractor to take the affirmative steps of items 1-5 above in procuring subcontractors.

Use the services of outreach programs sponsored by the Minority Business Development Agency and/or the Small Business Association to recruit bona fide firms for placement on MBE/WBE bidder's lists and to assist these firms in the development of bid packaging.

Seek out Minority Business Development Centers (MBDCs) to assist you in identifying MBE/WBEs for potential work opportunities on your projects.

MBE/WBE Contacts

Office of Minority Business Enterprise
ATTN: Clarence Mann
401 Adams Avenue
Suite 524
Montgomery, AL 36130
1-800-447-4191 Toll Free
334-353-5680
334-353-4311 FAX

Alabama Small Business Development
Center Network
ATTN: Michael Brooks
621 Greensboro Ave.
Box 870896
Tuscaloosa, AL 35487
205-348-1582
www.asbdc.org

U. S. Small Business Administration
<https://www.sba.gov>

Alabama Department of Transportation
ATTN: John Huffman
1409 Coliseum Boulevard
Room N-101
Montgomery, AL 36130
334-244-6261
www.dot.state.al.us
Huffman.jo@dot.state.al.us

Andrew J. Mayo
Economic Development specialist
Office of Economic Development
City Hall/Third Floor
710 20th Street North
Birmingham, AL 35203
205-254-2799 (Office)
205-254-2774 (Direct)
www.birminghamal.gov/OED/index.aspx
http: mapq.st/13EnewM
andy.mayo@birminghamal.gov

Birmingham Construction Industrial Authority
Michael H. Bell. Executive Director
David Merrida, Associate Director
601 37th Street S.
Birmingham, AL 35222
205-324-6202
205-324-6210 (Fax)
info@bcia.org

Archnique L. Kidd
UUBE Coordinator
Mobile Area Water and Sewer System
207 North Catherine Street
Mobile, AL 36604
251-694-3194 Office
251-272-2506 Cell
251-694-9419 Fax
akidd@mawss.com

Demographic Information

Dothan is located in the southeastern corner of the State of Alabama, situated approximately 20 miles west of Georgia and 18 miles north of Florida. The city has a total area of 86.8 square miles with portions in Houston, Dale and Henry counties. Dothan is governed by a mayor and a board of six commissioners who are responsible for drafting city ordinances and policies. The City Manager implements the board's policies and manages the City's day-to-day operations.

The City of Dothan is serviced by both ground and air transportation. There are three U.S. Highways consisting of: U.S. 84 (east – west), U.S. 231 (north – south) and U.S. 431 (north – south). Dial-a-ride is offered through Wiregrass Transit Authority which is a non-profit and Greyhound Bus Lines maintains one station. The Dothan Regional Airport is entirely self-supporting, operating without any tax-generated funding. All airport revenue is generated through rental and other user fees.

Dothan is comprised of 10 county and 18 city public schools, and 7 private schools. The "Yes We Can! Dothan" education movement is a community based organization that has received state and national recognition. Institutes of higher education include Wallace Community College, Troy University Dothan Campus, Fortis College, Bethany Divinity College & Seminary and the Alabama College of Osteopathic Medicine (ACOM). The City of Dothan has two hospitals, Southeast Alabama Medical Center (public) and Flowers Hospital (private).

The Census Bureau reported a growth in Dothan's population by more than 34,000 people between 1960 and 2010. Historical population reported by the U.S. Decennial Census was:

<u>Census</u>	<u>Population</u>
1960	31,440
1970	36,733
1980	48,756
1990	53,737
2000	57,737
2010	65,496

According to the 2013 Comprehensive Annual Financial Report, the top employers in the City of Dothan are:

<u>Employer</u>	<u># of Employees</u>
Southeast Alabama Medical Center	2,500
Dothan City & Houston County Schools	1,973
Flowers Hospital	1,100
City of Dothan	927
Southern Nuclear (Farley)	860
Perdue Farms	800
Michelin	542
AAA Cooper	425
Houston County	392
Twitchell	387

CWSRF Financial Information Summary

Applicant: City of Dothan
 Project Name: Omussee Creek WWTP Improvements
 CWSRF Project No.: CS010292-33
 Loan Amount: \$41,075,000

Description of Proposed Facilities:

Demographics/Wasteload Information:

	Current	Project Startup	Design
Total Population:	65,496	65,496	65,496
Sewered Population:	65,496	65,496	65,496
Commercial/ Industrial:			
WWTP Capacity (MGD):	22.12	22.12	22.12

Certification of Financial Capability

City of Dothan (Applicant) has analyzed the cost and financial impacts of the proposed facilities and hereby certifies that it has the legal, institutional, managerial and financial capability to finance and manage the construction, operation, and maintenance of the proposed project.

Signed: _____
 (Authorized Representative)

Date: _____

Operations and Maintenance Cost Estimates

Annual O&M Costs:	Cost
Labor (Plant Operators):	\$2,103,675.00
Utilities:	828,895.00
Materials:	360,582.23
Outside Services:	574,207.34
Misc. Expenses:	2,320.73
Total Annual O&M:	\$3,869,680.30

Annual Wastewater User Charges

	Current	Revised
Number of Sewered Residences (domestic):	24,273	
User Charge Revenue:	\$7,955,975.91	
Number of Commercial/Industrial Users:	3,079	
User Charge Revenue:	\$6,034,087.45	

Residential Sewer Use Charges vs. Median Annual Household Income (MAHI)

	Current	Revised
Median Annual Household Income:	36,070	N/A
Average Annual Residential Sewer User Charge:	\$273.89	
Annual Sewer Use Charges as % of MAHI:	0.78%	

Financing and Revenues

New Facilities:

Total to be Borrowed from CWSRF:	\$41.075 M	
Term of Loan (maximum 30 years, based on design life of project):	20	yrs
Interest Rate (<i>estimated</i>):	2.2	%
Estimated Debt Service Payment to CWSRF:	\$2,560,756	/yr

Existing Wastewater System Debt/O&M:

Existing O&M:	\$5,959,632	/yr
Existing Wastewater Debt Service Obligations:	4,250,247	/yr
Other Debt Service/Operations Obligations:	5,883,785	/yr
		/yr
		/yr
Total Existing Annual Obligations:	16,093,664	/yr

Total Projected Annual Debt Obligations: 18,654,420 /yr

Annual Sewer User Charges:

	Current	Revised
Residential:	\$7,955,975.91	
Commercial:	4,603,705.00	
Industrial:	1,430,382.45	

Annual Sewer Use Surcharges (identify):

	Current	Revised

Special Assessments or Fees (identify):

	Current	Revised

Transfers from Other Funds (identify):

	Current	Revised

Total Revenues:

--	--	--

Projected Outlay Schedule

Year: 2016

Month	Outlay
Jan	
Feb	
Mar	
Apr	
May	
Jun	
Jul	
Aug	
Sept	\$1,521,296.30
Oct	1,521,296.30
Nov	1,521,296.30
Dec	1,521,296.30

Year: 2017

Month	Outlay
Jan	\$1,521,296.30
Feb	1,521,296.30
Mar	1,521,296.30
Apr	1,521,296.30
May	1,521,296.30
Jun	1,521,296.30
Jul	1,521,296.30
Aug	1,521,296.30
Sept	1,521,296.30
Oct	1,521,296.30
Nov	1,521,296.30
Dec	1,521,296.30

Year: 2018

Month	Outlay
Jan	\$1,521,296.30
Feb	1,521,296.30
Mar	1,521,296.30
Apr	1,521,296.30
May	1,521,296.30
Jun	1,521,296.30
Jul	1,521,296.30
Aug	1,521,296.30
Sept	1,521,296.30
Oct	1,521,296.30
Nov	1,521,296.30
Dec	

*Grand Total: \$41,075,000.00

*Must equal loan amount requested.

Construction Start Date: September 2016

Construction Completion Date: November 2018

Note: The construction completion date should be selected carefully, as loan repayment will begin immediately thereafter. Please contact the SRF Section if you have any questions.

Additional Financial Information

INSTRUCTIONS:

1. For "Systems owned by Towns, Cities, or Counties" where the security for the SRF loan will be a general obligation pledge of the Loan Recipient, please complete Part I only.
2. For "Systems owned by Towns, Cities or Counties" where the security for the SRF loan will be a pledge of revenues of the water and/or sewer system of the Loan Recipient, please complete Part II only.
3. For "Systems owned by Boards, Authorities or other public corporations" please complete Part III only.

Part I – Systems Owned by Towns, Cities or Counties (General Obligation Pledge)

A. Financial Information

1. The previous three years financial statements. Any unaudited statements as they become available.
2. Please enclose final official statements for any bond issues completed by the Loan Recipient the past two years.
3. Please provide a list of all currently outstanding general obligation indebtedness, including the title of the issue, the series designation, the date of the issue, the original principal amount of the debt, and the date of final maturity of the debt.
4. If not provided in the Loan Recipient's audited financial statements, please provide debt service requirements for total outstanding general obligation indebtedness on a yearly basis for all years in which debt service is currently payable.
5. Ad valorem tax rates currently levied on property within the jurisdiction of the Loan Recipient, broken down by millage rate per taxing authority (i.e., the state, county, city and any special assessments).
6. The top ten ad valorem taxpayers of the Loan Recipient for the past year and the amount of taxes paid by each.
7. The amount of ad valorem tax collected by the Loan Recipient for the past five years.
8. Total collections of the sales and use tax collected by the Loan Recipient for the past five years.
9. Business tax receipts collected by the Loan Recipient for the past five years.
10. Current and proposed water and/or sewer rate schedules.

Demographic Information

1. A one paragraph description of the location of the Loan Recipient and governing structure.
2. Please provide a brief description of the transportation system, the elementary and secondary education systems and the health services provided in the Loan Recipient's service area.
3. Population of the Loan Recipient as reported by the Census Bureau for the last two surveys available.
4. Please list the major employers for the Loan Recipient, broken out by industry, products and number of employees.

5. WATER & SEWER ACCOUNT INFORMATION

	2012	2013	2014	2015	2016
No. of water accounts	33,245	33,390	33,418	33,494	33,643
No. of sewer accounts	27,000	27,199	27,256	27,199	27,351

6. PRIMARY CUSTOMERS - For those customers (if any) that exceed 2% of total operating revenue for the water and/or sewer system.

Name of Customer	Industry/Field	FY2015 Annual Water Revenue	FY2015 Annual Sewer Revenue
Wayne Farms	Industry	\$305,282.70	\$1,021,177.55

7. WATER USAGE

	2011	2012	2013	2014	2015
Total Production (gallons)	4.67B	4.19B	3.81B	4.19B	4.54B
Daily Maximum (gallons)	24.01M	22.74M	20.9M	19.4M	18.51M
Daily Average (gallons)	12.81M	11.47M	10.40M	11.2M	12.45M

8. SEWER SYSTEM (if appropriate)

	2011	2012	2013	2014	2015
Average Daily Flow	9.86MGD	9.74MGD	15.05MGD	13.2MGD	12.54MGD
Total Gallons Treated	3,600.11MG	3,553.88MG	5,494.65MG	4,817.03MG	4,578.41MG

Part II – Systems Owned by Towns, Cities or Counties (Revenue Pledge)

A. Financial Information:

1. The previous three years financial statements. Any unaudited statements as they become available.
2. Please enclose final official statements for any bond issues completed by the Loan Recipient the past two years.
3. Please enclose the master trust indenture of the Loan Recipient.
4. Please provide a list of all currently outstanding revenue obligations, including the title of the issue, the series designation, the date of the issue, the original principal amount of the debt and the date of final maturity of the issue.
5. If not provided in the financial statements, please provide debt service requirements for total outstanding indebtedness of the Loan Recipient payable from revenues of the waste and/or sewer system on a yearly basis for all years in which debt service is currently payable.
6. Ad valorem tax rates currently levied on property within the jurisdiction of the Loan Recipient, broken down by millage rate per taxing authority (i.e., the state, county, and city and any special assessments).
7. Information furnished by the County Tax Assessor's office as to the assessed value of taxable properties (including motor vehicles) located within the jurisdiction of the Loan Recipient for the past five fiscal years.
8. Current and proposed water and/or sewer rate schedules.

B. Demographic Information:

1. A one paragraph description of the location of the Loan Recipient and its governing structure.
2. A brief description of the Project.
3. Population of the Loan Recipient, as reported by the Census Bureau for the last two surveys available.
4. A brief description of the assets owned by the Loan Recipient that comprises its water and/or sewer system.

5. WATER & SEWER ACCOUNT INFORMATION

	20__	20__	20__	20__	20__
No. of water accounts					
No. of sewer accounts					

6. PRIMARY CUSTOMERS - For those customers (if any) that exceed 2% of total operating revenue for the water and/or sewer system.

Name of Customer	Industry/Field	FY20__ Annual Water Revenue	FY20__ Annual Sewer Revenue

7. WATER USAGE

	20__	20__	20__	20__	20__
Total Production (gallons)					
Daily Maximum (gallons)					
Daily Average (gallons)					

8. SEWER SYSTEM (if appropriate)

	20__	20__	20__	20__	20__
Average Daily Flow					
Total Gallons Treated					

Part III – Systems Owned by Boards, Authorities or Other Public Corporations

A. Financial Information

1. The previous three years financial statements. Any unaudited statements as they become available.
2. Please enclose final official statements for any bond issues completed by the Loan Recipient the past two years.
3. Please provide a list of all currently outstanding debt of the Loan Recipient, including the title of the issue, the series designation, the date of the issue, the original principal amount of the debt and the date of final maturity of the issue.
4. Current and proposed water and/sewer rate schedules.

B. Demographic Information

5. A one paragraph description of the area served by the Loan Recipient and the services provided by the Loan Recipient.
6. A brief description of the Project.
7. A brief description of the assets owned by the Loan Recipient that comprise its water and/or sewer system.

8. **WATER & SEWER ACCOUNT INFORMATION**

	20__	20__	20__	20__	20__
No. of water accounts					
No. of sewer accounts					

9. **PRIMARY CUSTOMERS** - For those customers (if any) that exceed 2% of total operating revenue for the water and/or sewer system.

Name of Customer	Industry/Field	FY20__ Annual Water Revenue	FY20__ Annual Sewer Revenue

10. **WATER USAGE**

	20__	20__	20__	20__	20__
Total Production (gallons)					
Daily Maximum (gallons)					
Daily Average (gallons)					

11. **SEWER SYSTEM** (if appropriate)

	20__	20__	20__	20__	20__
Average Daily Flow					
Total Gallons Treated					

Environmental Information Document Outline:

The applicant must prepare an **Environmental Information Document (EID)** to support CWSRF funding for the proposed project. The EID describes and evaluates the environmental impacts of the feasible alternatives of which there should be, as a minimum, **at least four**: the chosen alternative, no action, and two additional alternatives. Furthermore, the alternatives should be substantially different in scope and/or placement and should be thoroughly compared/contrasted within the framework of the following guidelines.

Prior to preparation of the EID, the Applicant should obtain concurrence for the proposed project from the Alabama Historical Commission (AHC), the U. S. Fish and Wildlife Service (rare and endangered species protection), the U. S. Army Corps of Engineers (floodplain management, floodway management, wetlands, Section 404 permits, dredge and fill, structures placed in navigable waterways), the Tennessee Valley Authority (TVA, where applicable), the Alabama Power Company (where applicable), and the Regional Planning Agency. Written concurrence from these entities should be attached to the EID. **COMPLETION OF THE ENVIRONMENTAL REVIEW MAY NOT OCCUR UNTIL SUCH CONCURRENCE LETTERS ARE SUBMITTED.**

Included in the environmental review process is public participation culminating in a public meeting, which presents the proposed project to the public and includes discussion of both environmental and financial impacts. Minutes of the public meeting, with proof(s) of advertising and a sign-in sheet of attendees must be included as a part of the EID. The public meeting should be conducted prior to submission of the CWSRF application.

The EID shall be prepared according to the following outline:

A. Existing Environment.

1. Location of the Project Area(s).
 - a. With relation to the City/Town/Service Area.
 - b. With relation to the County and State borders.
 - c. In relation to the nearest metropolitan statistical area (MSA).
 - d. Plotted on the most current USGS Quadrangle Map (with the name, number, scale and revised date of the quadrangle used).

B. Existing Facilities.

1. Name, type and NPDES compliance status of all WWTFs that will be treating wastewater from this project.
2. Existing sewer population, population to be served by this project, and remaining unsewered population.
3. Name and type of industrial users served by public sewer with amount and characteristics of wastewater treated. Discuss any significant impacts due to industrial loading, particularly as a result of this project.
4. Condition of existing collection and interceptor lines.

C. Need for Proposed Facilities.

1. Documentation of public health or compliance problems that will be corrected by the proposed project.
 - a. From the local public health agency, concerned citizens, ADEM, other governmental agencies, or the Consulting Engineer. (Examples include fish kills, on-site septic system failures, well contamination, Infiltration/Inflow or Sanitary Sewer Overflow occurrences)
2. Lack of treatment capacity.
 - a. Include need(s) to increase capacity and a discussion of historical (seasonal) flow data.
3. Lack of treatment capability/quality, to include:
 - a. Discussion of NPDES violations to which the City/Town/Board/Authority is a party.
 - b. Discussion of any Administrative or Consent Order to which the City/Town/Board/Authority is a party.

D. Proposed Facilities and Proposed Funding.

1. Proposed Facilities

- a. Wastewater Treatment Facilities (WWTFs) to be constructed/upgraded/modified/affected.
 - I. Average daily flow for both current and design years.
 - II. Expected daily peak and minimum flow for both current and design years.
 - III. Expected influent and effluent characteristics (BOD, TSS, DO, etc.) for both the current and design years to include any special considerations (extreme PH, high Ammonia, etc.).
 - IV. Identify the receiving stream and watershed.
 - V. Identify any land that must be obtained in order to construct/modify facility.
 - VI. Identify the method of sludge disposal and any items to satisfactorily carry out the disposal (purchase more land, new permits for landfilling, etc.)
 - VII. Identify steps that have been, or will be, taken in order to comply with 40 Part 503, *The Standards for the Use or Disposal of Sewage Sludge* and other requirements, as necessary.
- b. Include Vicinity Map(s) that
 - I. Clearly show(s) the project area(s) in relation to nearby roads and streets.
 - II. Include(s) a North Arrow and Graphical Scale.
 - III. Clearly show(s) the location of the project area(s) by coordinates (State Plane Coordinates NAD83 (92 Corrections) or Metes and Bounds tied to the Rectangular Grid system of the State of Alabama or UTM Coordinates.

2. Proposed Funding Source(s)

- a. Funding source(s), status and amount(s).

E. Alternative Analysis.

1. Discussion of all feasible alternatives, to include:

- a. Alternative processes and/or locations considered.
- b. Alternative collection systems.
- c. Flow and waste reduction measures.
- d. Inflow and infiltration (I/I) reduction.
- e. Alternative methods of sludge disposal (process options and/or disposal location).
- f. Physical, legal, or institutional constraints.
- g. Regulatory requirements.
- h. Capital and operations and maintenance (O&M) costs.
- i. Significant, irreversible, and/or unavoidable environmental impacts.

2. Choosing an alternative.

- a. Must include the "no action" option and why it was not chosen.
- b. Must clearly indicate the chosen alternative and why it has been chosen.
- c. Must provide an in depth (E 1 a – i) discussion of at least two other alternatives (in addition to the two alternatives discussed in E 2 a & b).

F. Physical Data. (See Part G, Section 10 for helpful links)

1. Description of the topography of the City/Town and of the specific site area(s).
2. Description of the geology of the City/Town and of the specific site area(s).
3. Hydrology of the City/Town and of the specific site area(s).
4. Climate and precipitation of the City/Town to include:
 - a. Average annual temperature.
 - b. Average annual range of temperatures.
 - c. Average annual rainfall.
 - d. Average snowfall (if applicable).

- e. Length of the growing season with average date of the first and last freeze.
- f. Direction and Speed of prevailing winds for summer and winter.

5. Floodplains, floodways, and wetlands impact(s).

- a. The project area(s) must be clearly located on the applicable Flood Insurance Rate Map (FIRM) with Panel Name, Panel Number, Date and graphical scale provided.
- b. The project area(s) must be shown in relation to all activities within the project area, including temporary construction easements, and any permanent or man-made features in order to facilitate a clear understanding of the project location.
- c. The potential effect of the collection/treatment/sludge on these areas should be examined and discussed in detail.
- d. Any chosen alternative that affects a floodplain, floodway and/or wetland must include:
 - I. A description of alterations to landforms, streams, and natural drainage patterns within the floodplain/floodway/wetland and their effect on local watercourses and the project.
 - II. A discussion of why the alternative is proposed in the floodway/floodplain/wetland.
 - III. A discussion of how the alternative will conform to applicable Federal, State, and/or local floodplain/floodway/wetland protection standards.
 - IV. A discussion of how the alternative is designed to minimize the potential harm to the floodplain/floodway/wetland.
 - V. Include a map clearly showing the relationship between the floodplain/floodway/wetland and all construction activities with contours of existing and finished grades and flood elevation(s).

6. Description of sewer gravity and/or force main to be constructed/rehabilitated.

- a. Size, type and classification of pipe(s).
- b. Indicate bore and excavation methods, especially as they relate to existing watercourses, flood plains, floodways, and/or wetlands.
- c. Indicate the slope(s) of all sections of sewer line.
- d. If the plans and/or specifications do not meet the standards from the latest edition of *GLUMRB Recommended Standards for Wastewater Facilities* ("Ten States Standards") then clearly annotate the design methodology and research used. Furthermore, if a design does not meet the Ten States Standards then it must be clearly shown that the project is more cost-effective and/or more environmentally sound.
- e. Demonstrate that the receiving facility has capacity to treat additional flow, if any.
- f. If rehabilitation of sewer lines will take place clearly indicate the type of repair(s) and the corresponding segment(s) of pipe.
- g. Clearly delineate the location and type of construction/rehabilitation on a vicinity map that is of sufficient scale and size to be legible and that clearly relates the work to the surrounding environment (i.e. show all watercourses, structures, roads and utilities that are visible).

G. Environmental Consequences and Mitigative Measures.

1. Historical and Archaeological Features.

- a. Include the concurrence/nonconcurrence letter from the Alabama Historical Commission (AHC).
- b. Discuss any comments made by AHC and the effect on the proposed project.
- c. Include a copy of any archaeological survey(s) performed for the AHC.
- d. Insure that all contracts are awarded with the stipulation that "Should previously undetected cultural resources be encountered during project activities, work shall cease and the Alabama Historical Commission shall be contacted immediately."

2. Endangered Species and Critical Habitat.

- a. Include the concurrence/nonconcurrence letter from the U. S. Fish and Wildlife Service.
- b. Discuss any comments made by the U. S. Fish and Wildlife Service and the effect on the proposed project.
- c. Include a copy of any survey(s) performed for the U. S. Fish and Wildlife Service.
- d. Insure that all contracts are awarded with required Best Management Practices (BMP) plans, guidelines, and responsible entity.

3. Floodplain, Floodway, and Wetlands.
 - a. Include the concurrence/nonconcurrence letter from the U. S. Army, Corps of Engineers.
 - b. Discuss any comments made by the U. S. Army, Corps of Engineers and the effect on the proposed project.
4. Tennessee Valley Authority (if applicable).
 - a. Include the concurrence/nonconcurrence letter from the Tennessee Valley Authority.
 - b. Discuss any comments made by the Tennessee Valley Authority and the effect on the proposed project.
5. Alabama Power Company (if applicable).
 - a. Include the concurrence/nonconcurrence letter from the Alabama Power Company.
 - b. Discuss any comments made by the Alabama Power Company and the effect on the proposed project.
6. Regional Planning Agency.
 - a. Include the concurrence/nonconcurrence letter from the Regional Planning Agency.
 - b. Discuss any comments made by the Regional Planning Agency and the effect on the proposed project.
7. Environmental Justice.
 - a. Environmental justice is the fair treatment and meaningful involvement of all people, regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations and policies. Fair treatment means that no group of people, including a racial, ethnic, or socioeconomic group should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, state, local, and tribal programs and policies.
 - b. Discuss the impacts of the project on Environmental Justice areas affected.
 - c. Ensure that public participation and/or notification is enhanced if Environmental Justice areas are affected by the project.
8. Pollution from Construction Activities.
 - a. Noise causes, intensity, and duration.
 - b. Erosion and siltation causes, duration and mitigation plan.
 - c. Dust causes, intensity, and duration.
 - d. Best Management Practices (BMP) and implementation plan
 - e. Impact on Public Parks and/or Prime Agricultural Land.
 - f. Impact on 303d listed streams.
 - g. Impacts from stream crossings.
 - h. If land clearing is involved, discuss the precautionary methods to be taken in order to protect the area environment from the use of herbicides, defoliant, blasting, cutting, and/or burning.
 - i. Specify the final disposal method for soil and vegetative spoil.
 - j. If facilities are to be abandoned, discuss what will be done with the abandoned structures and/or land.
 - k. Indicate the direction from the WWTF to nearby residential and/or business communities and the effect prevailing winds will have on design criteria.
9. Public Participation.
 - a. The Public Meeting must be held before submittal of this application. Please contact the appropriate SRF staff engineer at ADEM to find out if the project will affect an Environmental Justice area(s).
 - b. Proof of advertising. Advertisement should run at least once per week for four consecutive weeks in the newspaper that serves the affected area.
 - c. If Environmental Justice areas are affected by the project then the advertisement requirement is expanded to ensure that the affected populations are made aware of the project and have every opportunity to respond. Examples of additional advertisements are:
 - I. Mailings to each residence affected (provide affidavit of mailing and a copy of the letter used as an addendum to this document).
 - II. Running an ad on a radio or television station that serves the affected community (provide an affidavit and transcript of the ad).

- III. Advertise in a newspaper or other periodical that serves the affected community (provide a publishers affidavit and a copy of the ad).
- IV. The Public Meeting should be held after 5:00 P.M. (local time) and should be in a building that is easily found and highly accessible. A sign-in sheet should be made available to everyone, and should be included as an addendum to this document.
- d. Maintain at least one copy of the EID in a public facility (the City/Town Hall, the Board/Authority Office, the local Library, the place of the meeting or the local Post Office) for public review from the first day in which any advertisement is published through the time of the public meeting. The advertisement(s) should inform the public of the existence of this document, the location of this document during business hours, and that this document is for public review.
- e. The agenda should follow the following format.
 - I. The Representative should be introduced and provide an overview of the project.
 - II. The selection of the funding source(s) should be discussed.
 - III. The new rate structure (if applicable) and fee structure (if applicable) should be discussed.
 - IV. A period of question and answer should be allowed after all discussion in complete.
- f. Provide a copy of the minutes of the meeting and a list of the questions and answers as an addendum to this document.

10. Internet Links.

The following links are provided in order to facilitate the gathering of certain information required in the EID. These links are not the only source for this information. These links are provided solely as a courtesy. Alabama Department of Environmental Management staff has found that the target Web site may contain useful information. Because ADEM has no control over the posting of material to this target Web site, the department cannot take responsibility for the validity of its contents. Please e-mail any comments, or if you encounter an inactive link, to ADEM.

1. <http://www.nationalatlas.gov/index.html> navigate by clicking appropriate links under title
2. <http://www.ncdc.noaa.gov/oa/climate/research.html>
3. <http://www.fws.gov> U.S. Fish & Wildlife Service
4. <http://www.usace.army.mil/> U.S. Army Corps of Engineers
5. <http://www.preserveala.org/> Alabama Historical Commission

Res. No. _____, submitting a revised CWSRF loan application in the amount of \$41,075,000.00, continued.

Section 2. That Mike Schmitz, Mayor of said City, is hereby designated as the Authorized Representative of the Applicant and is hereby authorized and directed to sign said revised application and to furnish all information, data and documents as may be required in connection with the application for and in the name of the City of Dothan, Alabama, which shall be attested by the City Clerk.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, the City of Dothan desires to perform repairs and ADA improvements to the Rose Hill Senior Center, and

WHEREAS, the above project requires Architectural Services, and

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

WHEREAS, Polyengineering has submitted a proposal to provide services from predesign evaluations through project substantial completion for a fee of \$20,500.00.

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

Section 1. That the City of Dothan enters into a contract with Polyengineering to provide architectural services for a fee of \$20,500.00 for the Rose Hill Senior Adult Center Repairs Project, which said contract follows:

CONTRACT

STATE OF ALABAMA

COUNTY OF HOUSTON

CITY OF DOTHAN

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

WITNESSETH THAT: WHEREAS, the OWNER intends to enter into a Program of Building Improvements in connection with the Rose Hill Senior Center.

WHEREAS, the OWNER desires to engage the ARCHITECT to render certain technical advice and assistance in connection with such undertakings of the OWNER in this program.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I: The ARCHITECT agrees to furnish and perform the various professional services required for the construction documents, probable construction cost estimates, bidding documents and construction administration for the Project. Services will provided to assist the OWNER the building improvements as enumerated in the Scope of Work previously reviewed and approved by the OWNER, which is included as APPENDIX "A" in this document

PART A: DESIGN SERVICES

1. Provide Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.
2. Research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the OWNER.
3. Prepare Construction Documents and Technical Specifications for OWNER's approval. The Documents shall illustrate and describe the work agreed upon in the Scope of Work.
4. Coordinate its services with services provided by the Owner and the Owner's consultants.
5. Incorporate applicable design code criteria of authorities having jurisdiction over the Project in to the design.
6. Assist OWNER with seeking approval of construction and bidding documents with governmental authorities having jurisdiction by establishing contact and filing documents with those authorities.
7. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services and assist OWNER in obtaining such data and services.

8. Prepare detailed plans and specifications for construction for architectural, civil, plumbing, and electrical disciplines for renovation work described in the Scope of Work.
9. Prepare cost estimates to track the potential construction costs for the Project and advise the OWNER of any adjustments to the estimates. The ARCHITECT shall not be required to guarantee the accuracy of these cost estimates, but they shall be computed from the most current information data available.
10. Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, construction bond and other related documents.
11. Furnish three copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER prior to advertisement for bids. Route plans and technical specifications to various departments for concurrency.
12. Furnish six (6) approved sets of plans, specifications and bidding documents to the OWNER for the project. The original documents, survey notes and tracings are, and shall remain, the property of the ARCHITECT.

PART B: BIDDING SERVICES

1. Assist OWNER in advertising for and obtaining bids, supply and issue bid packets to Contractor's requesting Bid packets, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.
2. Issue addenda as appropriate to interpret, clarify or expand the bidding documents.
3. Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called Contractor(s)) for those portions of work as to which such acceptability is required by the Bidding Documents.
4. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.
5. Assist OWNER in bid opening process, prepare bid tabulation sheets and provide a formal recommendation to the OWNER concerning the Contract Award and assist in assembling and awarding contracts for construction, materials, equipment and services.

PART C: CONSTRUCTION ADMINISTRATION SERVICES

1. Attend conferences with OWNER's authorities as required and assist the OWNER in administering the construction project.
2. Review shop drawings and manufacturer's drawings pertaining to the improvements for conformance to the project design.
3. Review CONTRACTOR's submittals that are requested by the Specifications for conformance with the Plans and Specifications.
4. Provide "record drawing" for the areas in which new work has occurred for the Project.
5. Make periodic construction site visits to observe the CONTRACTOR's work and inspect the project without in any way guaranteeing the CONTRACTOR's work.
6. Review and approve CONTRACTOR's estimates for work performed for payment by the OWNER.
7. Make substantial completion, final completion, pre-final inspection and final inspection of the construction work for general conformance with plans and specifications upon completion of each phase of the project.
8. The construction period shall be based on 2 months.
9. The ARCHITECT's Scope of Services is attached to this contract.

ARTICLE II: PAYMENT FOR ARCHITECT SERVICES

The OWNER agrees to pay the ARCHITECT compensation for professional services as rendered under Article I in the lump sum amounts as follows:

Design Services	\$ 16,000.00
Bidding Services	\$ 1,000.00
<u>Construction Administration</u>	<u>\$ 3,500.00</u>
TOTAL	\$ 20,500.00

A. PAYMENTS SHALL BE AS FOLLOWS:

1. For services rendered the ARCHITECT shall submit monthly itemized statements for services rendered. The statements will be based on Architect's Estimate of the portion of the total services actually completed at the time of billing.

ARTICLE III: PERSONNEL AND FACILITIES

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

ARTICLE IV: INSURANCE

- A. At its expense, ARCHITECT shall maintain in effect during the term of this contract the following insurance with limits as shown or greater:
- B. General Liability (including automobile) - combined single limit of \$1,000,000;
- C. Worker's Compensation - statutory limit; and
- D. ARCHITECT shall provide certificates of insurance indicating the aforesaid coverages upon request of OWNER.
- E. OWNER shall be listed as additional insured on all insurance certificates.
- F. Errors & Omissions – The ARCHITECT is to carry errors and omissions or professional liability insurance with minimum limits of \$2,000,000 per claim.

ARTICLE V: GENERAL PROVISIONS

- A. All Drawings, Specifications and other work produced by the ARCHITECT for this Project are instruments of service for this Project only and shall remain the property of the ARCHITECT, whether the Project is complete or not. Reuse of any of the instruments of service of the ARCHITECT by the OWNER on extension of this Project or on any other project without written permission of the ARCHITECT shall be at the OWNER's risk and the OWNER agrees to defend, indemnify and hold harmless the ARCHITECT from all claims, damages and expenses including attorney's fees arising out of such unauthorized reuse of ARCHITECT's instruments of service by the OWNER or by others acting through the OWNER.
- B. The ARCHITECT has not been retained or compensated to provide design and construction review service relating to the CONTRACTOR's safety precautions or to means, methods, techniques, sequences, or procedures required for the CONTRACTOR to perform this work but not relating to the final or completed structures; omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
- C. The ARCHITECT intends to render his services under this Agreement in accordance with generally acceptable professional practices for the intended use of the Project and makes no warranty either expressed or implied.

- D. Any opinion of the Construction Cost prepared by the ARCHITECT represents his judgment as a design professional and is supplied for the general guidance of the OWNER. Since the ARCHITECT has no control over the cost of labor and material or over competitive bidding or market conditions, the ARCHITECT does not guarantee the accuracy of such opinions as compared to CONTRACTOR bids or actual cost to the OWNER.
- E. SPECIAL SERVICES

Should additional Special Services be required, the additional fees shall be determined by applying the following hourly rates to the ARCHITECT's actual manhour effort based on payroll date as shown in Exhibit "B".

The following conditions apply to the rate schedule shown in Exhibit "B".

1. Hourly rates include salaries, payroll costs, additives, overhead and profit.
2. Hourly rates do NOT include direct out-of-pocket expenses such as transportation, special equipment, per diem, printing costs, etc. These costs will be paid at the actual cost to the ARCHITECT.
3. The effective date of this schedule shall be May 2016, and this schedule shall be subject to revisions each 12 months thereafter.

ARTICLE VI: OWNER's Responsibilities

- A. Provide to the ARCHITECT all criteria, design and construction standards and full information as to the OWNER's requirements for the Project.
- B. Assist ARCHITECT by placing at his disposal all available information pertinent to the assignment including previous reports, pertinent 'As-Built' information and any other Data relative thereto.
- C. Designate a person authorized to act as the OWNER's representative. The OWNER or his representative shall receive and examine documents submitted by the ARCHITECT, interpret and define the OWNER's policies and render decisions and authorizations promptly to prevent unreasonable delay in the progress of the ARCHITECT's services.
- D. Provide legal, accounting, and insurance counseling services necessary for the Project, legal review of the Construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the CONTRACTOR.
- E. Furnish above services at the OWNER's expense and in such manner that the ARCHITECT may rely upon them in the performance of his services under this Agreement.

- F. Guarantee full and free access for the ARCHITECT to enter upon all property required for the performance of the ARCHITECT's services under this Agreement.
- G. Give prompt written notice to ARCHITECT whenever the OWNER observes, or otherwise becomes aware of, any defect in the PROJECT or other event which may substantially affect the ARCHITECT's performance of services under this Agreement.
- H. Compensate the ARCHITECT for services rendered under this Agreement.

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

ARCHITECT
POLYENGINEERING, INC.
BY:

OWNER
CITY OF DOTHAN, ALABAMA
BY:

BRUCE A. BRADLEY, PE,
PRESIDENT

MIKE SCHMITZ,
MAYOR

ATTEST:

ATTEST:

CLAYTON M. WILKS, AIA, NCARB,
PRINCIPAL ARCHITECT

TAMMY DANNER,
CITY CLERK

Address:
Polyengineering, Inc.
1935 Headland Avenue
Dothan, Alabama 36303
Attn: Clay Wilks

Address:
City of Dothan
P.O. Box 2128
Dothan, Alabama 36302
Attn: Randy Morris

EXHIBIT A

PROJECT SCOPE OF WORK

General

- Provide new waterlines to all plumbing fixtures.
- Replace all existing plumbing fixtures, mounting brackets and toilet flanges.
- Provide tempered water to all sinks where currently only cold water is provided.
- Replace all existing carpet with carpet tiles throughout building. Provide new wall base.

Lobby

- Provide power door openers for both exterior doors.
- Provide wheelchair ramp at rear exterior entrance.
- Provide new stair tread covers.

Corridors

- Paint all walls and conduits.
- Provide new hand rails in existing locations.

Auditorium

- Refinish existing wood floors and wainscot.
- Repair damaged plaster.
- Paint all plaster walls.

Kitchen

- Replace Sink
- Provide Oil Water Separator

Men's Restroom

- Replace all floor and wall tile. Wall tile to be installed only in existing wall tile locations.
- Replace all toilet partitions. All doors to swing out to allow easier access toilets.
- Replace failing sanitary lines as needed.
- Provide power door openers.
- Install additional grab bars on ambulatory toilet stalls.

Women's Restroom

- Replace all floor and wall tile. Wall tile to be installed only in existing wall tile locations.
- Replace existing toilet partitions. Add second handicap stall. Reverse swings of stall doors to swing out to allow easier access toilets.
- Provide power door openers.
- Install additional grab bars on ambulatory toilet stalls.

Sewing Room

- Repair water damaged plaster walls.
- Repaint all wall plaster walls in room.

EXHIBIT B

POLYENGINEERING, INC.
Current Bill Rates

<u>CLASSIFICATION</u>	<u>BILL RATE</u>
Senior Principal Engineer	\$192.00
Civil Engineer	\$134.00
Mechanical Engineer	\$150.00
Electrical Engineer	\$150.00
Architect	\$134.00
Engineering Tech	\$94.00
CADD Technician	\$83.00
Senior Project Representative	\$78.00
Project Representative	\$60.00
Clerical	\$63.00
Professional Land Surveyor	\$112.00
Survey Party (2-Man)	\$123.00

Resolution No. _____, entering into a contract with Polyengineering continued.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, the City of Dothan owns certain personal property listed in Exhibit "A" that has been determined to be obsolete and no longer needed for public or municipal purposes, and

WHEREAS, the City desires to dispose of the said property through sale, trade, online auction, donation, or the City's landfill.

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

Section 1. That the personal property included in Exhibit "A" is hereby declared as obsolete and no longer needed for public or municipal purposes.

Section 2. That the City of Dothan disposes of the said property by whatever means determined to be in the best interest of the City.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

**Personal Property Disposal Requests
Exhibit "A"**

Department Disposing of Asset	Department Transferred From	Asset No.	ID No.	Veh No.	Description	Serial Number	Date Acquired	Original Purchase Cost	Acquisition Method	Labor costs at \$60/hr	Parts & Commercial Repairs	Grand Total Labor & Repair Costs	Method of Disposal*	Approved By
IT	N/A	10855	003805	N/A	Iran 3000t Check Processing System		08/31/07	\$ 41,227.00	General Fund	\$ -	\$ -	\$ -	Online Auction	Robb Meredith
General Services	Street	10726	003627	9039	2007 MF 596 2WD Tractor	BR22008	12/31/06	62,997.00	General Fund	51,598.20	36,325.84	87,924.04	Online Auction	Randy Morris
General Services	Street	04760	T000210	9123	1998 Komatsu Dozier	85688	03/31/98	69,515.00	General Fund	38,992.80	38,323.67	77,316.47	Online Auction	Randy Morris
Electric	N/A	224-228,233-235	N/A	N/A	15KV Circuit Breakers (quantity 8)		1973-1977	133,420.33	Utility Fund	N/A	N/A	N/A	Online Auction	Billy Mayes
Electric	N/A	295-301,366-367	N/A	N/A	15KV Regulators (quantity 9)		1972	88,528.86	Utility Fund	N/A	N/A	N/A	Online Auction	Billy Mayes
Electric	N/A	310-311,38-380	N/A	N/A	15KV Regulators (quantity 5)		1975	50,829.68	Utility Fund	N/A	N/A	N/A	Online Auction	Billy Mayes
Electric	N/A	363-364	N/A	N/A	15KV Regulators (quantity 2)		1976	30,168.40	Utility Fund	N/A	N/A	N/A	Online Auction	Billy Mayes
Electric	N/A	274-276,302-303	N/A	N/A	15KV Regulators (quantity 5)		1977	83,470.05	Utility Fund	N/A	N/A	N/A	Online Auction	Billy Mayes
City Clerk	N/A	13342	N/A	N/A	2009 Minolta 351 Copier		05/31/09	6,200.00	General Fund	N/A	N/A	N/A	Online Auction	Tammy Danner
Not on fixed assets:														
Electric	N/A	N/A	N/A	N/A	McGraw Edison VR 400 AMP 3 Phase Oil Switches (quantity 10)	N/A	N/A	N/A	Utility Fund	N/A	N/A	N/A	Online Auction	Billy Mayes
									\$ 90,591.00		\$ 74,649.51		\$ 165,240.51	

[Handwritten Signature]

CITY MANAGER'S SIGNATURE

5-13-16

DATE APPROVED

Note: All vehicles are located at the Transportation Shop Graveyard. Online Auction is the preferred method of disposal; however, the most advantageous method will be used.

RESOLUTION NO. _____

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

Section 1. That the City of Dothan enters into a lease agreement with Xerox Corporation for a Xerox copier for the Personnel Department (Employee Health Division) at a cost of \$36.62 per month for a thirty six (36) month period and entering into a maintenance agreement for said copier for .0110 cost per copy, which includes all supplies except paper and staples.

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

Terms and Conditions

INTRODUCTION:

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

GOVERNMENT TERMS:

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

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

your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement and must certify that the canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

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

GENERAL TERMS & CONDITIONS:

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

RESOLUTION NO. _____

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

Section 1. That the City of Dothan enters into a lease agreement with Xerox Corporation for a Xerox copier for Rose Hill Senior Center at a cost of \$115.11 per month for a thirty six (36) month period and entering into a maintenance agreement for said copier for .0055 cost per copy, which includes all supplies except paper and staples.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

Lease Agreement



Customer: DOTHAN, CITY OF

Bill To: CITY OF DOTHAN
LEISURE SERVICES
P O BOX 2128
DOTHAN, AL 36302-2128

Install: CITY OF DOTHAN
ROSE HILL SR CENTER
401 S APPLETREE ST
DOTHAN, AL 36301-2603

State or Local Government Negotiated Contract : 072717100

Solution

Item	Product Description	Agreement Information		Trade Information	Requested Install Date
1. WC5335P	(WC5335 PRINTR/2-TRAY) - 1-line Emb Fax Kit - Analyst Services	Lease Term:	36 months	- Xerox WC 5335P S/N AE7157450 Trade-In as of Payment 34	5/13/2016
		Purchase Option:	FMV		

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. WC5335P	\$115.11	1: Total	All Prints	\$0.0055	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$115.11	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

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

Signer: Mayor Mike Schmitz

Phone: (334)615-3000

Signature: _____

Date: _____

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

Stephen Denton
(205)704-6976

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



Terms and Conditions

INTRODUCTION:

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

GOVERNMENT TERMS:

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

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

your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement and must certify that the canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

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

GENERAL TERMS & CONDITIONS:

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

RESOLUTION NO. _____

WHEREAS, the need exists to add monies to the Petty Cash Fund in the Planning & Development Department to be used for the Permits & Inspections Division.

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

Section 1. That the Petty Cash be increased from \$150.00 to \$300.00 in the Planning & Development Department to be used for the Permits & Inspections Division and to be charged to the Petty Cash Fund Account Number 001-0000-102.00-00 (\$100.00) and 401-0000-102.00-00 (\$50.00).

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, the need exists to add monies to the Petty Cash Fund in the Performing Arts Department to be used for box office sales.

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

Section 1. That the Petty Cash be increased from \$2,200.00 to \$2,700.00 in the Performing Arts Department to be used for box office sales and to be charged to the Petty Cash Fund Account Number 046-0000-102.46-00.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, the City of Dothan filed an agreement/application package with the State of Alabama Department of Education for participation in a Summer Food Service Program for Children and was approved.

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

Section 1. That the City of Dothan accepts a grant award from the State of Alabama Department of Education for participation in a Summer Food Service Program for Children, which said award is attached to and made 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

Wingfield, Stephanie

From: Jones, Elston
Sent: Monday, May 16, 2016 5:01 PM
To: Wingfield, Stephanie
Subject: FW: AKZ-0000: CNP Application Package Decision

Did you get this? If not here it is.....

From: agriffin@alsde.edu [<mailto:agriffin@alsde.edu>]
Sent: Monday, May 16, 2016 4:16 PM
To: mayor
Cc: Jones, Elston
Subject: AKZ-0000: CNP Application Package Decision

To: Mr Mike Schmitz
Cc: Mr Elston Jones

Your Institution's agreement/application packet for participation in the Summer Food Service Program (SFSP) has been received and processed.

Sponsor Name: City of Dothan, Dept. of Leisures
Child Nutrition Program: Summer Food Service Program (SFSP)
Program Year: 2016

Application Package Decision Summary

Application Type	Revision	Decision	Effective Start Date	Effective End Date
Sponsor App	0	Approved	6/6/2016	7/29/2016
Site Document - Andrew Belle Youth Center	0	Approved	6/6/2016	7/29/2016
Site Document - Boys & Girls Club of the Wiregrass	0	Approved	6/6/2016	7/29/2016
Site Document - Hawk Houston Boys & Girls Club	0	Approved	6/6/2016	7/29/2016
Site Document - Walton Park Rec. Center	0	Approved	6/6/2016	7/29/2016
Site Document - Wiregrass Rec. Center	0	Approved	6/6/2016	7/29/2016
Budget App	0	Approved	6/6/2016	7/29/2016
Civil Rights App	0	Approved	6/6/2016	7/29/2016

You may print a copy of your Institution's applications from the CNP website at <https://cnpforms.alsde.edu>. Simply go to the Forms link on the Left menu and select the Forms link, choose a particular Form, click on the review page and print

Claims for reimbursement shall be submitted to the State Department of Education, in accordance with 7CFR 226.10 of the CACFP Regulations. It is the Institution's responsibility to submit a completed reimbursement claim by the 20th of the following month for the claim period.

While there is no need to print the online application, Federal regulations require that you keep the current

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 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

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS



THE CITY OF DOTHAN, ALABAMA

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

MIKE K. WEST
CITY MANAGER
mkwest@dothan.org

June 3, 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 June 7, 2016, a request from the Leisure Services Department to accept the 2016 USTA Pro Circuit 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 at the event 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 Pro Circuit 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**

PROJECT TITLE:	Pro Circuit Community Involvement Grant for Kids' Days	
DEPARTMENT:	Leisure Services	
DEPARTMENT HEAD:	Elston Jones	
REPORT DATE:	May 2, 2016	MEETING DATE: June 7, 2016

PURPOSE:

The City of Dothan must formally accept the 2016 USTA Pro Circuit 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.

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 Dothan Country Club Independence Day Celebration Fireworks Display to be held on Saturday, July 2, 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. _____

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 and approve other purchases over \$15,000.00 by the City, which are attached to and made a part of this Resolution.

Section 2. That the sum of \$680,871.00 be appropriated in FY 2016 to the Utility Fund/Dothan Utilities/Electric/Capital Outlay/Public Utilities/Capital Outlay/Construction Projects, Account Number 401-8160-581.60-67, Project Number SSTA02, for 3 phase circuit breakers, a power transformer, structural steel and groundwork for construction of the E. Burdeshaw Substation. This appropriation is to be funded by increasing the Utility Fund/Non-Revenue Receipts/Utilization of Fund Balance, Account Number 401-0000-391.01-00 by the sum of \$680,871.00.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS



CITY OF DOTHAN, ALABAMA
June 7, 2016
EXHIBIT "A"
BIDS TO BE AWARDED

DEPARTMENT	BID#	#ITB ¹	ITEM	VENDOR	AMOUNT
General Services Fleet for Public Works Street	16-038	41	Conventional Cab & Chassis for Dump Body (Alternate Bid for Complete Unit), per City of Dothan Bid Specifications: Make: Ox Quantity 1 (or more) Unit Price: <u>\$115,491.00</u> Replacing Unit 9129	Coffman International, Inc. Dothan, AL.	See Price In Description
DEPARTMENT	BID#	#ITB	ITEM	VENDOR	AMOUNT
Public Works Street	16-040	16	Type B Crushed Aggregate Base (Granite Rock): Quantity 1,000 Tons (more or less) Price Per Ton: <u>\$12.60</u> Delivery Price Per Ton: <u>\$13.00</u> Total Delivered Price Per Ton: <u>\$25.60</u>	LDC, Inc. Dothan, AL.	See Price In Description
DEPARTMENT	BID#	#ITB ¹	ITEM	VENDOR	AMOUNT
Dothan Utilities Electric	15-067	60	3 Phase Outdoor Circuit Breakers⁴, per City of Dothan bid Specifications: 1) R-Mag 1200 A 15 kV Outdoor Vacuum Circuit Breaker Quantity: 4 (or more): Price: <u>\$16,498.00</u> Total Price: <u>\$65,992.00</u> Brand: ABB Delivery: 20 weeks w/approved drawings 2) R-Mag 2000 A 15 kV Outdoor Vacuum Circuit Breaker Quantity: 1 (or more): Price: <u>\$19,985.00</u> Total Price: <u>\$19,895.00</u> Brand: ABB Delivery: 20 weeks w/approved drawings	Stuart C Irby Dothan, AL	See Price in Description



CITY OF DOTHAN, ALABAMA
June 7, 2016
EXHIBIT "A"
BIDS TO BE AWARDED (continued)

DEPARTMENT	BID#	#ITB ¹	ITEM	VENDOR	AMOUNT
Dothan Utilities	15-068	50	Power Transformer for New Substation⁴, per City of Dothan bid specifications: Base price one(1) or more Electrical Power Transformer, Three-phase, 115,000 Volts Delta-12,470Y/7.200 Volts: Unit Price: <u>\$348,082.00</u> Field Assembly and Testing: Unit Price: <u>\$25,388.00</u> Freight FOB Site: Unit Price: <u>\$9,533.00</u> Offloading and Service: Unit Price: <u>\$7,263.00</u> Total Cost, Transformer Delivered Ready for Service, Not to Exceed: <u>\$390,266.00</u>	Mayer Electric Dothan, AL	\$390,266.00
DEPARTMENT	BID#	#ITB ¹	ITEM	VENDOR	AMOUNT
Dothan Utilities Electric	15-075	50	Materials in a Kit for Structural Steel and Ground Work for E. Burdeshaw Substation⁴ per City of Dothan bid Specifications: 1) Substation Package Including Items as Described by Specifications and Freight	Substation Enterprises, Inc. Alabaster, AL.	\$204,718.00

OTHER PURCHASES over \$15,000

DEPARTMENT	ITEM	VENDOR	AMOUNT
Administration City Manager	Professional Services for Strategic Planning: Reports, Consultation, Planning, and Workshop	Lyle Sumeck Associates, Inc. Palm Coast, FL.	\$ 18,448.30
DEPARTMENT	ITEM	VENDOR	AMOUNT
Administration Legal	Professional Legal Services through 4/30/16 - <u>\$2,192.50</u> Claim Number 2003204 Cooper v. City ²	Copeland, Franco, Screws, & Gill, P.A. Montgomery, AL	\$ 2,192.50

OTHER PURCHASES over \$15,000 (continued)

DEPARTMENT	ITEM	VENDOR	AMOUNT
Public Works Street	Asphalt for Street Maintenance & Repair: Soul Source Provider in City of Dothan ³ Fiscal Year 2016, Unit Price: <u>\$75.00</u> Ton Estimated Quantity: 1,600	Midsouth Paving Inc. Dothan, AL.	\$120,000.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services Fleet	Automotive, Truck & Equipment Batteries: Purchase off U S Communities Co-operative Contract ² . For Remainder of Fiscal Year 2016	Carquest Auto Parts Dothan, AL.	\$ 30,000.00

OTHER PURCHASES over \$15,000 (continued)

DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services Fleet for Leisure Services Eastgate Park	John Deere 5055E Tractor: Quantity; 1 (or more) Replacing Tractor # 7175. Purchase off Houston-Galveston Area Council (HGAC) Purchasing Co-operative Contract #GR01-15. Unit Price: <u>\$18,441.22</u>	Deere & Company thru Sunsouth, LLC. Dothan, AL.	\$ 18,441.22
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services Fleet for Leisure Services Eastgate Park	John Deere 5100E Tractor: Quantity; 1 (or more) <i>Unit Price; \$ 52,040.48</i> John Deere HX20 Flexwing Mower: Quantity; 1 (or more) <i>Unit Price; \$ 21,021.60</i> Replacing Unit #7174. Purchase off National Joint Powers Alliance (NJPA) Purchasing Co-operative Contract # 021815-DAC.	Deere & Company thru Sunsouth, LLC. Dothan, AL.	\$ 73,062.08
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services for Leisure Services Westgate	Purchase Materials for Interior Painting of Westgate Indoor Pool: Tnemec products will be used to ensure continuity of materials.	Tnemec Co. Inc. Dallas, TX.	\$ 23,695.55

OTHER PURCHASES over \$15,000 (continued)

DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services for Leisure Services Westgate	<i>Interior Painting of Westgate Indoor Pool:</i> Work will include preparation and painting of all surfaces specified in proposal and use of required materials with strict adherence to manufacturer's specifications. Commercial was the lowest of four quotes received..	Commercial Coatings Slocomb, AL.	\$ 40,346.00

Notes:

¹ITB-Invitations to Bid

² Carquest has been acquired by Advance Auto; however, per the home office purchases are to be paid to Carquest

³ The next closest supplier is Wiregrass Construction Co. Inc., whose plant is near Ariton, AL.

⁴ Bid was previously awarded. These additional purchases are for the new E. Burdeshaw substation.

RESOLUTION NO. _____

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

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6

BOARD OF CITY COMMISSIONERS

EXHIBIT "A"

<u>NAME</u>	<u>CONFERENCE</u>	<u>AMOUNT</u>
William Wozniak	Certification Official/Judge for the Vohne Liche Kennels/American Working Dogs 17 th Annual Seminar & Certification Trial Denver, IN	\$ 150.00
Matt Barefield Jerry Moore Keith Cooper Stephanus White	ARPA State Track Meet Trussville, AL	\$ 2,549.00
Dennis Cosby	Dixie Belles (13-15) District Tournament Ozark, AL	\$ 2,100.00
Jyssica Curenton	Dixie Angels (9-10) District Tournament Ozark, AL	\$ 2,100.00
Blake Moore	Dixie Angels (9-10) District Tournament Ozark, AL	\$ 2,100.00
Eddie Arnold	Dixie Darlings (7-8) District Tournament Ozark, AL	\$ 2,100.00
Lisa Matheny Sarah Woodham	Q-Alert User Group Fort Lauderdale, FL	\$ 3,328.40
Ernest Stokes	ADEM Landfill Hearing Montgomery, AL	\$ 330.24
H. Bullock C. Bennett J. Davis A. Furukawa Alex Beard J. Gillilan L. Hughes M. King M. Gamble D. Volkman	ACJTC – Alabama Police Academy Selma, AL	\$14,400.00
William Wozniak Brandon Peters	Return and Select a Dual Purpose K9 Denver, IN	\$ 240.00