

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

1. **Invocation: Pastor Doug MacCormack - Crossroads Baptist Church**
2. **Pledge of Allegiance: Commissioner Kirkland**
3. **Roll Call:**
Schmitz__Dorsey__Newsome__Kirkland__Ferguson__Kenward__Crutchfield__
4. **Approval of Previous Minutes:**
 - Minutes of Meeting of June 21, 2016.
5. **Communications from Mayor and City Commissioners:**
6. **Communications from City Manager:**
 - Service Award – Teresa Wright, Information Technology Department, 30 years.
 - Tuscaloosa Test Well & Blending Study – James Brannon, Polyengineering.
7. **Communications from City Clerk:**
 - Application for a Retail Beer and Retail Table Wine License (off premise) for Dollar General Store #8218, 2757 Hartford Highway, by Lawrence Gatta.Documents: [liquor application dollar general.pdf](#)
8. **Ord. No. _____ Rezoning property owned by Alexander Johnson and Channie Johnson, located at 1620 East Burdeshaw Street (multiple lots) from H-1 (Heavy Industrial) District to R-3 (Residential, Single-Family, High Density) District.**
Documents: [rezoning alexander johnson and channie johnson.pdf](#)
9. **Ord. No. _____ Authorizing the issuance of the City's \$41,085,000.00 General Obligation Warrant, Series 2016-CWSRF-DL to provide funds for Omussee Creek WWTP Improvement Project and authorizing the execution of the Special Authority Loan Conditions Agreement with the Alabama Water Pollution Control Authority and the Alabama Department of Environmental Management.**
Documents: [general obligation warant.pdf](#)
10. **Res. No. _____ Awarding the bid, enter into a contract and issue a Notice to Proceed and other related documents to L & K Contracting for the North Appletree Street and East Burdeshaw Street Watermain Replacement for the sum of \$131,466.00, and appropriating funds for said project.**
Documents: [contract l and k.pdf](#)
11. **Res. No. _____ Awarding the bid, entering into a contract, and issuing a Notice to Proceed to Asplundh Tree Expert Co., for rights-of-way maintenance on various routes in Dothan in the amount of \$218,400.00.**

Documents: [contract asplundh tree expert company.pdf](#)

12. **Res. No. _____ Entering into a cooperative agreement with ALDOT for the periodic mowing of the rights-of-way of various state routes within the city limits.**
Documents: [agreement aldot.pdf](#)
13. **Res. No. _____ Approving Change Order #1 (Summary) to deduct \$35,374.50 from the original contract amount with J & P Construction Company, Inc., for the Sludge Dewatering Facility Upgrade, resulting in a final contract price of \$1,606,625.50.**
Documents: [change order j and p.pdf](#)
14. **Res. No. _____ Approving the Final Summary Change Order for a net increase of \$1,875.00 with Bill Lunsford Construction & Development, Inc. for the Microbial Remediation at Central Fire Station, resulting in a final amount of \$76,875.00.**
Documents: [change order bills lunsford const.pdf](#)
15. **Res. No. _____ Approving Supplemental Agreement No. 1 (\$14,362.50) and the Final Summary Change Order (\$38,723.80) with Triple J Construction, LLC, for the Downtown Streetscape, Sidewalk Improvements to North Oates Street, which increases the total contract cost in the amount of \$53,086.30 making the final adjusted contract price \$354,667.30.**
Documents: [agreement and change order triple j.pdf](#)
16. **Res. No. _____ Approving the Final Summary Change Order with Geisler Contracting Incorporated, for the construction of the 2014 CDBG Sidewalk Project Bayshore Avenue & Pryor Street Sidewalk and the Extension of Montana Street Sidewalk, which results in a cost decrease for the total contract bid in the amount of \$15,875.77 making the final adjusted contract price \$132,548.82.**
Documents: [change order geisler contracting.pdf](#)
17. **Res. No. _____ Entering into a contract with Northstar Engineering Services for Construction Engineering and Inspection (CE&I) services for sidewalk improvements to Westgate Parkway, for a not to exceed amount of \$57,425.00, and appropriating funds for said services.**
Documents: [contract northstar engineering.pdf](#)
18. **Res. No. _____ Amending the existing professional services contract with Polyengineering, Inc. for Honeysuckle Tank (No. 10), Hodgesville Tank (No. 11), and Highway 84 West Tank (No. 12), to include Cherry Street Tank (No. 3) repair professional services for a total amount not to exceed \$27,500.00.**
Documents: [contract polyengineering.pdf](#)
19. **Res. No. _____ Entering into an agreement with Elavon, Inc., a Regions Bank processing partner, for bank card processing services for the Performing Arts Department (Civic Center and Opera House divisions) at agreed upon costs as presented in their request for proposal and for purchase of hardware at a cost of \$5,310.00.**
Documents: [agreement elavon.pdf](#)
20. **Res. No. _____ Entering into a merchant agreement with Talech, Inc. for a point-of-sale system, including a boomtown premium package silver, and a 3 year Talech software service agreement for the Performing Arts Department, Civic Center and Opera House divisions at a cost of \$6,931.20.**
Documents: [agreement talech.pdf](#)
21. **Res. No. _____ Applying for and accepting a grant award from the Wiregrass Foundation in the amount of \$5,000.00 to fund catering and miscellaneous**

expenses for the Annual Diabetes Prevention and Wellness, and appropriating funds for said grant award.

Documents: [grant award wiregrass foundation.pdf](#)

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

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

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

Documents: [travel requests.pdf](#)

24. **Adjournment.**

May 4, 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 Retail Beer and Retail Table Wine License for Dollar General Store 8218 located at 2757 Hartford Highway, Dothan, Alabama.

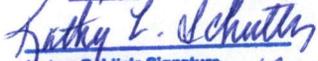
Your consideration of this application would be greatly appreciated.

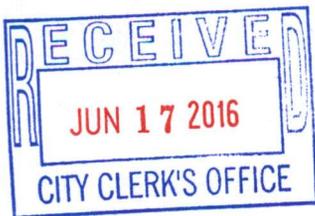
Sincerely,


Lawrence Gatta

State of TN
County of SUMNER

Sworn to and subscribed before me on
the 14th day of June, 2016


Notary Public's Signature
My Commission Expires 12-17-18



NOTICE

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

ORDINANCE NO. 20____ - _____

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

Section 1. Upon the favorable recommendation by a nine to zero vote by the Planning Commission of the City of Dothan, Alabama on May 18, 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 Alexander Johnson and Channie Johnson, now zoned H-I District by Chapter 114 of the Code of Ordinances and shown on the Zoning Map of the City of Dothan, Alabama, is hereby rezoned and classified as R-3 District:

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

LEGAL DESCRIPTION: DB 753 P 611

Lot 2, Block B, Flowers Manor Subdivision, a subdivision in the City of Dothan, Houston County, Alabama, according to a map or plat thereof recorded in Plat book 1, Page 34 in the Office of the Judge of Probate of Houston County, Alabama.

LEGAL DESCRIPTION: DB 748 P 236

Lots 3 and 4, Block B, Flowers Manor Subdivision, a subdivision in the City of Dothan, Houston County, Alabama, according to a map or plat thereof recorded in Plat book 1, Page 34 in the Office of the Judge of Probate of Houston County, Alabama.

LEGAL DESCRIPTION: DB 755 P 157

Lots 5,6,7,8, and 9, Block B, in Flowers Manor, a subdivision recorded in the Probate Office, Houston County, Alabama, in Plat Book 1, Page 34, and being part of the NW1/4 of NE1/4, Section 19, Township 3 North, Range 27 East.

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

PASSED, ADOPTED, AND APPROVED ON _____, 20__.

ATTEST:

Tammy Danner, City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

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

Tammy Danner, City Clerk

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

Tammy Danner, City Clerk

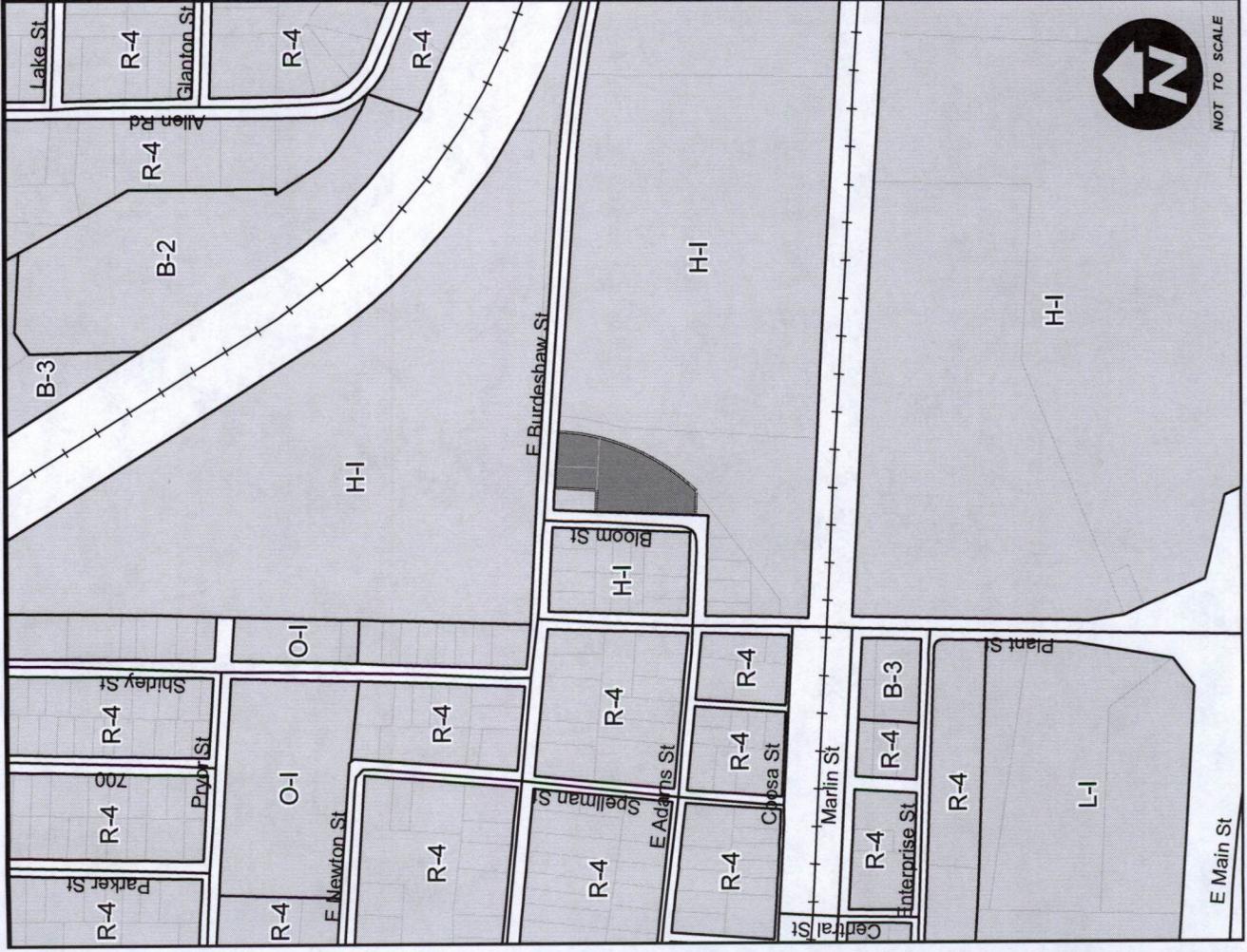
I hereby certify that a copy of the above ordinance has been filed in the Office of the Probate Judge together with plans pertaining thereto.

Tammy Danner, City Clerk

Rezoning: 1620 E. Burdeshaw St (Multiple Lots)

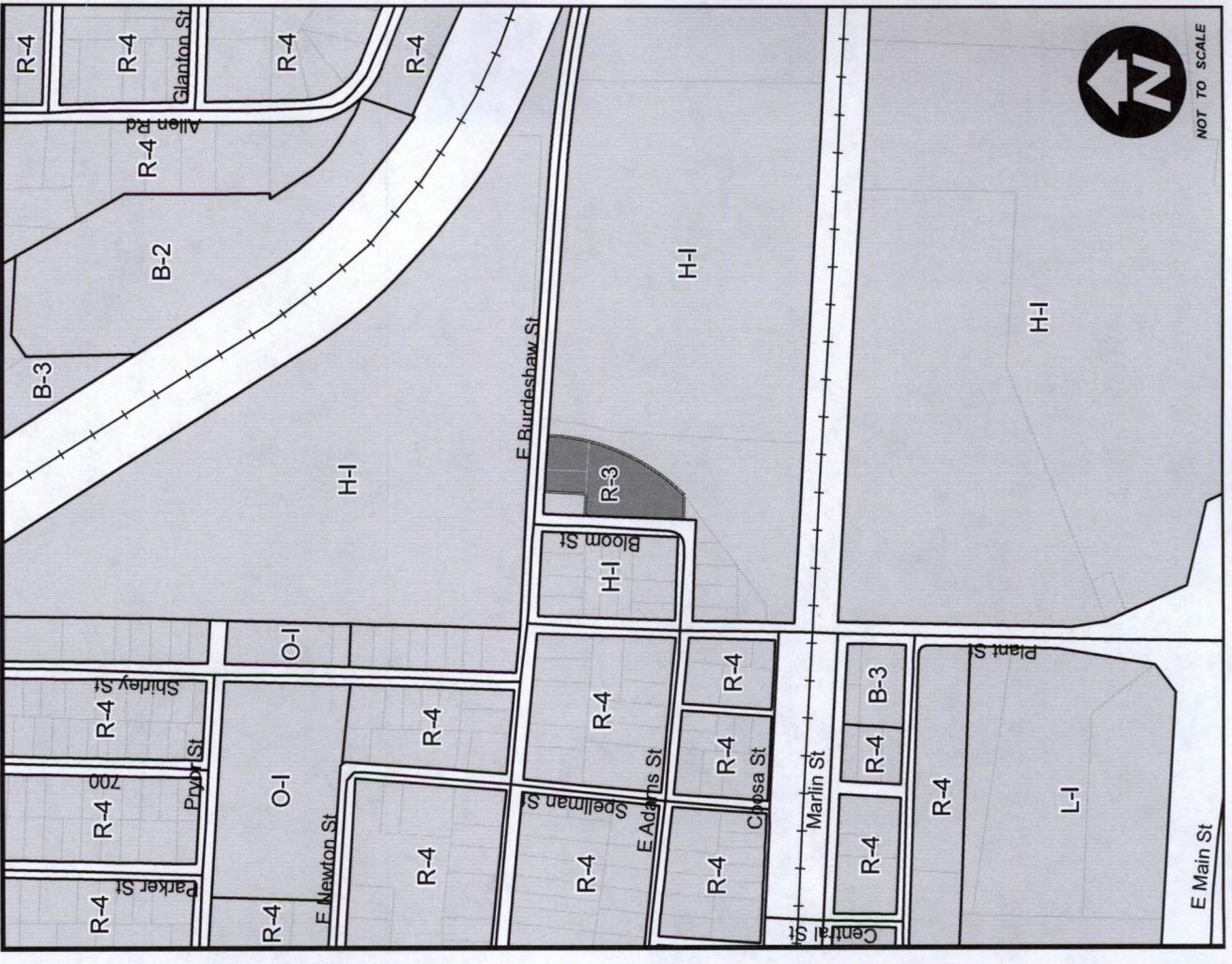
Current Zoning:

H-I: Heavy Industry



Proposed Zoning:

R-3: Residential SF, High Density





**PLANNING COMMISSION
STAFF REPORT – May 18, 2016 MEETING
CASE NUMBER: RZ-16-0109
Case Manager: Frank G. Breaux, AICP**

Summary of Information:

Property Location:	1620 East Burdeshaw Street (multiple lots)
Requested Action:	Rezoning from H-I & R-3
Applicant:	Alexander Johnson
Property Owner:	Alexander Johnson

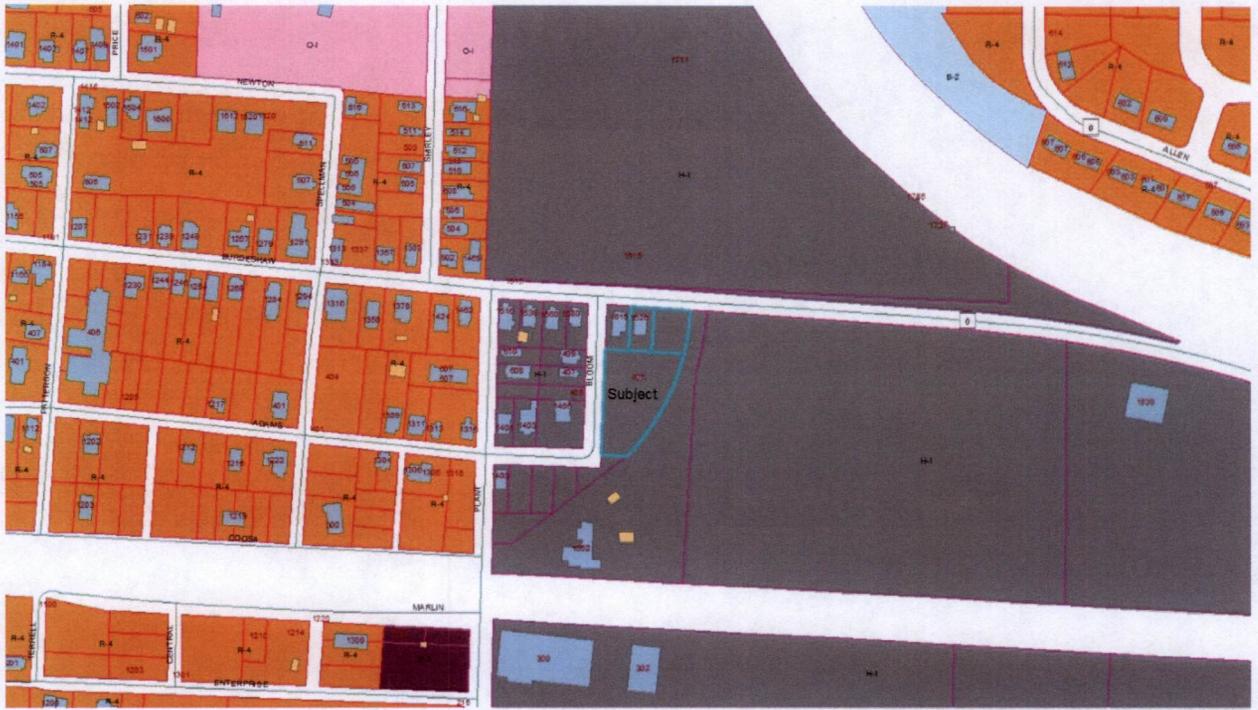
Zoning/Land Use:

EXISTING LAND USE - SUBJECT	SINGLE-FAMILY RESIDENCE & VACANT LOTS
EXISTING LAND USE - NORTH	VACANT
EXISTING LAND USE - SOUTH	INDUSTRIAL/IDLE
EXISTING LAND USE - EAST	VACANT
EXISTING LAND USE - WEST	SINGLE-FAMILY RESIDENCES/
ZONING DISTRICT(S) - SUBJECT	H-I (HEAVY INDUSTRIAL)
ZONING DISTRICT - NORTH	H-I
ZONING DISTRICT - SOUTH	H-I
ZONING DISTRICT - EAST	H-I
ZONING DISTRICT - WEST	H-I
PROPOSED ZONING - SUBJECT	R-3 (SINGLE-FAMILY HIGH DENSITY RESIDENTIAL)

ARTICLE VII. - CLASSIFICATION AND ESTABLISHMENT OF USES

R-3, Residential single-family, high density. This district is intended to provide for high density urban residential development, containing single-family dwellings along with related recreational facilities protected from intrusion of non-residential activity. Lots sizes in R-3 districts range from four-thousand (4,000) square feet to eight-thousand-three-hundred-ninety-nine (8,399) square feet.

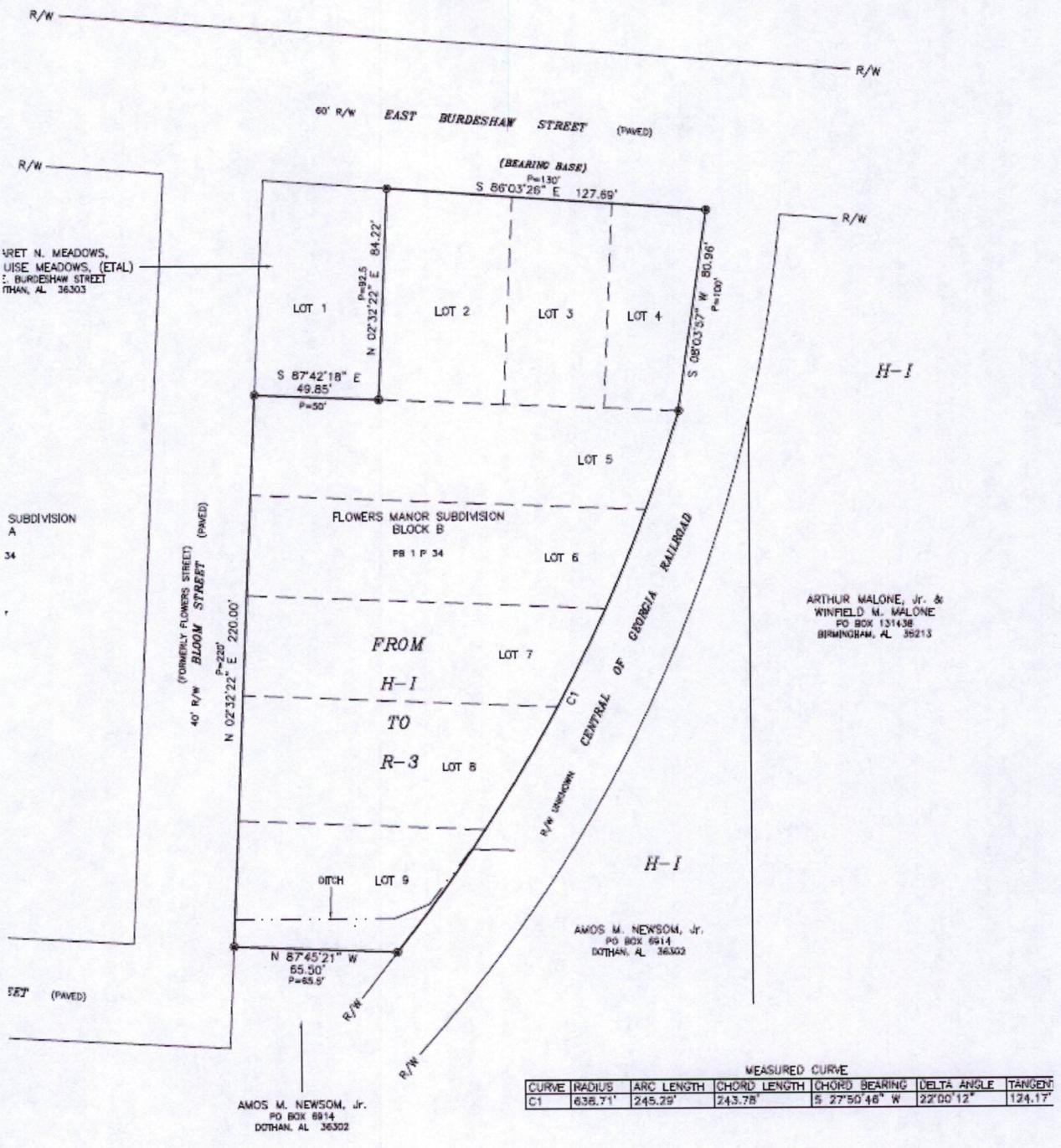
General Discussion: The subject property consists of eight (8) lots, more specifically referred to as Lots 2-9, Block B, of Flowers Manor Subdivision. Lots 2-4 front on East Burdeshaw Street and Lots 5-9 front on Bloom Street. Lots 4-9 also abut the right-of-way of the Central of Georgia Railroad (inactive). There is a single-family residence located at 1620 E. Burdeshaw (Lot 2) that is a legally existing nonconforming use in the H-I District. The H-I District does not allow any type of residential use.



VICINITY



AERIAL



H-1

SURVEY

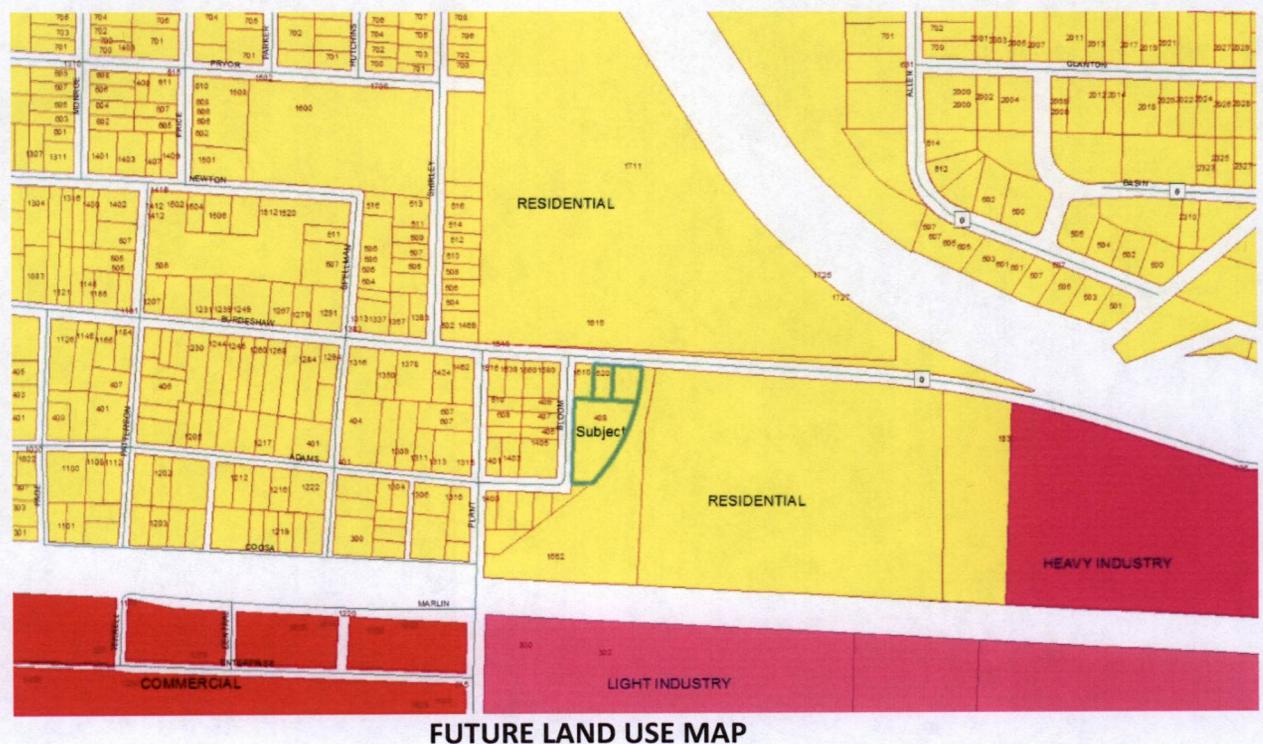
Findings of Fact:

- A single-family residence is not an allowed use in the H-1 Zoning District.

- A single-family residence is a permitted “by right” use within the R-3 Zoning District.
- The lots are adjacent to single-family residential uses.
- The immediate vicinity constitutes a transitional area located between predominantly residential areas to the west and predominantly vacant and industrial areas to the north, east and south.
- The lots are located across the street from a Federal Superfund Site (Tristate Plant Food) that is currently in remediation.

Land Use Impact on Vicinity: The land uses allowed within the R-3 District are similar to and consistent with surrounding nearby residential properties. The single-family residence located at 1620 E. Burdeshaw Street is an existing use and rezoning the lots to R-3 will have no impact on surrounding properties.

Land Use Compatibility/Land Use Plan: The Future Land Use Map identifies the subject parcel as suitable for single-family residential uses. The request is therefore consistent with the Future Land Use Plan.



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

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

Staff Recommendation: Staff finds that the request is reasonable given the property's location and the applicant's desire to cure its nonconforming status. The rezoning of the subject lots to R-3 will make it consistent with the predominant single-family uses in the immediate vicinity and the proposed R-3 District is also consistent with the Future Land Use Map. Staff therefore recommends that Case No. RZ-16-0109, a request to rezone Lots 2-9, Block B, of Flowers Manor Subdivision from H-I and R-3, having been duly considered in a public hearing held on May 18, 2016, following advertised legal notice, **be referred to the Dothan City Commission with an affirmative recommendation** from the Planning Commission subject to the provisions of the City of Dothan Zoning Ordinance.

Chairman Harris explained this is a new item on the Agenda going forward, for the purposes of disclosing to the public any board member's prior contact with the applicants or adjacent property owners, regarding general questions about the application process and items of concern or interest. No contacts were disclosed.

Old Business

None

New Business

- * 4. **RZ-16-0109: Request recommendation for Rezoning of 1620 East Burdeshaw Street, (Parcel ID 381004191001006.000), From H-I District to R-3 District, Alexander Johnson and Channie Johnson.** Mr. Breaux stated the lots are located across the street from the Tristate Plant Food site, which is in remediation. This request is to rezone a parcel with eight lots (Lots 2 – 9), Block B of Flowers Manor Subdivision, from heavy industrial zoning to R-3, which are adjacent to single family residences (R-4), within this H-I area. They have plans to provide additional housing in this area, and the Future Land Use Map identifies the land as suitable for residential. The parcel abuts a railroad right-of-way. Single family residences are allowed "by right" within the R-3 Zoning District, and we are recommending approval. The applicant, Mr. Alexander Johnson, was in attendance, but did not address the commission. Four others were also in the audience, but no one commented on this case. ***Chairman Harris called for a motion regarding RZ-16-0109. Vice Chairman Coleman recommended that case RZ-16-0109, request for rezoning of Lots 2-9, Block B, of Flowers Manor Subdivision from H-I to R-3, be approved and referred to the Dothan City Commission for their approval. Mr. Freeland seconded and the motion passed unanimously.***
5. **RZ-16-0144: Request recommendation for Rezoning of 1111 West Burdeshaw Street from B-3 District to R-4 District, Jimmy Gay.** Mr. Breaux stated this property is located at the corner of West Burdeshaw St. and Commonwealth Court. A number of people have been interested in purchasing this lot for an allowable use in the B-3 District, but the existing structure does not lend itself to be converted for a commercial use, given the small lot size and inability to provide adequate parking, without removing the existing building. The property has declined over time, and there has been interest expressed to reuse it for residential purposes. The problem is that the property is no longer "grandfathered", and any subsequent use will need to comply with the Table of Permitted Uses for the B-3 District. The request to be rezoned to R-4 would allow for reuse (currently a duplex property with garage apartment), and allow an investor to make it habitable again. Due to this incompatibility issue, we are recommending approval of rezoning the subject lot from B-3 to R-4 to make it consistent with the predominant residential uses in the immediate vicinity. Mr. Jimmy Gay, the owner, was in attendance, but did not address the commission. ***Chairman Harris called for a motion regarding RZ-16-0144. Mr. Freeland recommended that case RZ-16-0144, 1111 West Burdeshaw Street request for rezoning from B-3 District to R-4 District be approved and referred to the Dothan City Commission for their approval. Ms. White seconded and the motion passed unanimously.***

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE ISSUANCE
OF ONE \$41,085,000 GENERAL OBLIGATION
WARRANT, SERIES 2016-CWSRF-DL

BE IT ORDAINED by the City Commission of the City of Dothan, Alabama, a municipal corporation under the laws of the State of Alabama (the "City"), as follows:

ARTICLE I

DEFINITIONS AND USE OF PHRASES

Section 1.1 Definitions. The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations herein:

"**ADEM**" means the Alabama Department of Environmental Management, an agency of the State of Alabama created pursuant to Chapter 22A of Title 22 of the Code of Alabama 1975, as amended.

"**Allowable Costs**" shall have the meaning given to such term in the Special Loan Conditions Agreement.

"**Authority**" means the Alabama Water Pollution Control Authority, a public corporation under the laws of the State of Alabama.

"**Authority Loan**" means the loan in the initial amount of \$41,085,000 made to the City by the Authority, the repayment of which is evidenced by the Series 2016-CWSRF-DL Warrant.

"**Authority Trustee**" means The Bank of New York Mellon Trust Company, N.A., as successor trustee to J.P. Morgan Trust Company, N.A., under the Master Authority Trust Indenture.

"**Authority Trustee Prime Rate**" means the rate of interest established (whether or not charged) from time to time by the Authority Trustee as its general reference rate of interest, after taking into account such factors as the Authority Trustee may from time to time deem appropriate in its sole discretion (it being understood, however, that the Authority Trustee may from time to time make various loans at rates of interest having no relationship to such general reference rate of interest).

"**City**" means the City of Dothan, Alabama, a municipal corporation under the laws of the State of Alabama.

"**City Sewer System**" means the entire sanitary sewer system owned by the City and all additions thereto and replacements thereof, and all properties, rights easements and franchises appurtenant thereto, whether any of the said properties are now owned by the City or may be hereafter acquired by it.

"Commission" means the governing body of the City as from time to time constituted.

"Davis-Bacon Act" means the Davis-Bacon Act of 1931, P.L. No. 403.

"Holder" means the person in whose name the Series 2016-CWSRF-DL Warrant is registered.

"Interest Payment Date" means each February 15 and August 15, commencing February 15, 2017, and continuing until and including the maturity of the Series 2016-CWSRF-DL Warrant.

"Loan Amount" has the meaning given in the Special Loan Conditions Agreement.

"Master Authority Trust Indenture" means the Master Direct Loan Trust Indenture from the Authority to the Authority Trustee, dated as of January 1, 2004.

"Project" means the improvements to the City Sewer System to be constructed with proceeds of the Authority Loan in accordance with the provisions of the Special Loan Conditions Agreement.

"Project Fund" means the Project Fund created in the Master Authority Trust Indenture wherein proceeds of the Authority Loan will be deposited and held pending disbursement to or on behalf of the City for Allowable Costs respecting the Project.

"Project Funds" means the amount from the Authority Loan deposited into the Project Fund.

"Redemption Date" means the date fixed for redemption of any principal installments of the Series 2016-CWSRF-DL Warrant in a Resolution adopted pursuant to the provisions of Section 3.1(e) hereof.

"Redemption Price" means the price at which the Series 2016-CWSRF-DL Warrant or principal installments thereof called for redemption and prepayment may be redeemed on the Redemption Date.

"Resolution" or **"Ordinance"** means a resolution or ordinance adopted by the Commission.

"Series 2016-CWSRF-DL Warrant" without other qualifying words, means the \$41,085,000 General Obligation Warrant, Series 2016-CWSRF-DL, herein authorized evidencing the obligation of the City to repay the Authority Loan.

"Special Loan Conditions Agreement" means the Special Authority Loan Conditions Agreement (CWSRF) among the City, the Authority and ADEM, dated as of July 15, 2016.

"United States Securities" means any securities that are direct obligations of the United States of America and any securities with respect to which payment of the principal thereof and the interest thereon is unconditionally guaranteed by the United States of America.

"Warrant Fund" shall have the meaning given to such term in Section 3.3(a) hereof.

Section 1.2 Use of Words and Phrases. The following words and phrases, where used in this Resolution, shall be given the following and respective interpretations:

"Herein," "hereby," "hereunder," "hereof" and other equivalent words refer to this Resolution as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in Section 1.1 hereof shall be deemed applicable whether the words defined are herein used in the singular or plural.

Any pronoun or pronouns used herein in any fashion shall be deemed to include both singular and plural and to cover all genders.

ARTICLE II

FINDINGS

Section 2.1 Findings. The Commission does hereby find and declare that the following facts are true and correct:

(a) It is necessary, desirable and in the public interest that the City make certain capital improvements to the City Sewer System (the "Project"), the estimated costs of the said improvements being in excess of \$41,075,000. The City has heretofore filed an application with ADEM for the purpose of obtaining a loan from the Authority (the "Authority Loan") to provide funds to pay a portion of the costs of the Project and to pay a portion of the costs of obtaining said loan.

(b) The award of the loan to the City will be of substantial economic benefit to the City and the public by reducing the amount of interest that would be payable by the City if the funds were provided from sources other than from the Authority Loan.

(c) The current capitalization grant agreement between the Authority and the United States Environmental Protection Agency requires, among other things, that all projects funded in whole or part with Authority funds, including the Project, be constructed in accordance with certain provisions of the Davis-Bacon Act and with certain requirements pertaining to use of United States-produced iron and steel.

(d) The City has represented to the Authority that the City will spend or commit to binding construction contracts for Allowable Costs respecting the Project by not later than July 15, 2017, the portion of the Authority Loan deposited into the Project Fund.

(e) The Commission deems it necessary, desirable and in the public interest that the City obtain the Authority Loan for the purpose of providing funds to finance the costs of the Project and paying a portion of the costs of obtaining

the Authority Loan. In order to accept the Authority Loan and to evidence the obligation of the City to repay the Authority Loan, the City deems it necessary, desirable and in the public interest that the Series 2016-CWSRF-DL Warrant hereinafter authorized be issued.

(f) The City is not in default under any Resolution or Ordinance authorizing any outstanding indebtedness of the City, and no such default is imminent.

ARTICLE III

ACCEPTANCE OF AUTHORITY LOAN AND ISSUANCE OF SERIES 2016-CWSRF-DL WARRANT

Section 3.1 (a) Authority Loan Made and Accepted. In consideration of the mutual promises and agreements made in the Special Loan Conditions Agreement, in this Ordinance and in the Series 2016-CWSRF-DL Warrant, and subject to the terms and conditions of each, the City, by the delivery of the Series 2016-CWSRF-DL Warrant, accepts the Authority Loan that the Authority has, upon delivery to it of the Series 2016-CWSRF-DL Warrant, made available to the City in the Loan Amount in the manner and to the extent specified in the Special Loan Conditions Agreement.

(b) Authorization and Description of the Series 2016-CWSRF-DL Warrant. Pursuant to the applicable provisions of the Constitution and laws of the State of Alabama, including particularly Section 11-47-2 of the Code of Alabama 1975, as amended, and for the purpose of evidencing the obligation of the City to repay the Authority Loan, there is hereby authorized to be issued by the City one fully registered General Obligation Warrant, Series 2016-CWSRF-DL, in the aggregate principal amount of \$41,085,000. The Series 2016-CWSRF-DL Warrant shall be issued as one fully registered warrant without coupons, shall be dated July 15, 2016, and shall mature and become payable on February 15 in the following principal installments in the following years:

Year	Principal Amount Maturing
2017	\$1,655,000
2018	1,690,000
2019	1,730,000
2020	1,765,000
2021	1,805,000
2022	1,845,000
2023	1,885,000
2024	1,930,000
2025	1,970,000
2026	2,015,000
2027	2,060,000
2028	2,105,000
2029	2,155,000
2030	2,200,000
2031	2,250,000
2032	2,300,000
2033	2,350,000
2034	2,405,000
2035	2,460,000
2036	2,510,000

The Series 2016-CWSRF-DL Warrant shall be initially issued and registered in the name of the Authority.

(c) **Interest Rate and Method of Payment of Principal and Interest.** The principal amount of the Series 2016-CWSRF-DL Warrant shall bear interest at the rate of 2.20% per annum, computed on the basis of a 360-day year of 12 consecutive 30-day months. Such interest shall be payable semiannually on each February 15 and August 15, commencing February 15, 2017, until and at the final maturity of the Series 2016-CWSRF-DL Warrant. Payment of the principal of and interest on the Series 2016-CWSRF-DL Warrant shall be payable in lawful money of the United States of America by check or draft mailed by the Authority Trustee to the lawful Holder of the Series 2016-CWSRF-DL Warrant at the address shown on the registry books of the Authority Trustee pertaining to the Series 2016-CWSRF-DL Warrant; provided, that so long as the Authority is the registered Holder of the Series 2016-CWSRF-DL Warrant, payment of the principal of and the interest on the Series 2016-CWSRF-DL Warrant shall be made by the Authority Trustee in accordance with instructions given the Authority Trustee by the Authority.

(d) **Interest Rate and Loan Amount after Maturity.** Each installment of principal of and interest on the Series 2016-CWSRF-DL Warrant shall bear interest after its due date until paid at a per annum rate of interest equal to 2% above the Authority Trustee Prime Rate.

(e) **Redemption Provisions.** Those of the principal installments of the Series 2016-CWSRF-DL Warrant having stated maturities on February 15, 2027, and thereafter may be redeemed and paid prior to their respective maturities, at the option of the City, as a whole or in part (but if in part, in the inverse order of installments of principal), on February 15, 2026, and on any date thereafter, at and for a redemption price with respect to each principal installment of the Series 2016-CWSRF-DL Warrant redeemed equal to the principal prepaid plus accrued interest thereon to the Redemption Date. Any such redemption or prepayment of the Series 2016-CWSRF-DL Warrant shall be effected in the following manner:

(1) **Call.** The City shall by Resolution or Ordinance call for redemption and prepayment of the Series 2016-CWSRF-DL Warrant (or principal portions thereof) on the stated date when it is by its terms subject to redemption, and shall recite in said Resolution that the City is not in default with respect to payment of the principal of or interest on the Series 2016-CWSRF-DL Warrant.

(2) **Notice.** The Authority Trustee shall forward by United States Registered Mail or United States Certified Mail to the Holder of the Series 2016-CWSRF-DL Warrant a notice stating the following: (I) that the Series 2016-CWSRF-DL Warrant (or principal installments thereof) has been called for redemption and will become due and payable at the Redemption Price, on a specified Redemption Date, and (II) that all interest on the Series 2016-CWSRF-DL Warrant will cease after the Redemption Date. Such notice shall be so mailed not less than forty-five (45) days nor more than ninety (90) days prior to the Redemption Date. The Holder of the Series 2016-CWSRF-DL Warrant may waive the requirements of this subsection.

(3) **Payment of Redemption Price.** Not later than forty-five (45) days prior to the Redemption Date, the City shall make available at the Authority Trustee the total Redemption Price of the Series 2016-CWSRF-DL Warrant or principal installments thereof so called for redemption and shall further provide to the Authority a certified copy of the Resolution required in subsection (a) of this section.

Upon compliance by the City with the foregoing requirements on its part contained in this subsection, and if the City is not on the Redemption Date in default with respect to the payment of the principal of or interest on the Series 2016-CWSRF-DL Warrant, the Series 2016-CWSRF-DL Warrant (or principal portions thereof) called for redemption shall become due and payable at the Redemption Price on the Redemption Date specified in such notice, anything herein or in the Series 2016-CWSRF-DL Warrant to the contrary notwithstanding, and the Holder thereof shall then and there surrender the Series 2016-CWSRF-DL Warrant for redemption; provided however, that in the event that less than all of the outstanding principal of the Series 2016-CWSRF-DL Warrant is to be redeemed, the registered Holder thereof shall surrender the Series 2016-CWSRF-DL Warrant that is to be prepaid in part to the Authority Trustee in exchange, without expense to the Holder, for a new Series 2016-CWSRF-DL Warrant of like tenor, except in a principal amount equal to the unredeemed portion of the Series 2016-CWSRF-DL Warrant. All future interest on the Series 2016-CWSRF-DL Warrant (or principal portions thereof) so called for redemption shall cease to accrue after the Redemption Date. Out of the moneys so

deposited with it, the Authority Trustee shall make provision for payment of the Series 2016-CWSRF-DL Warrant (or principal portions thereof) so called for redemption at the Redemption Price and on the Redemption Date.

Section 3.2 General Obligation of City. The indebtedness evidenced and ordered paid by the Series 2016-CWSRF-DL Warrant is and shall be a general obligation of the City to which the full faith and credit of the City are hereby irrevocably pledged.

Section 3.3 Warrant Fund. (a) **Payments Therein and Use and Continuance Thereof.** There is hereby created a special fund to be designated the "City of Dothan Series 2016-CWSRF-DL Warrant Fund" (the "Warrant Fund") for the purpose of providing for payment of the principal of and interest on the Series 2016-CWSRF-DL Warrant, at the respective maturities of said principal and interest, which special fund shall be maintained until the principal of and interest on the Series 2016-CWSRF-DL Warrant has been paid in full. On or before February 15, 2017, and on or before each February 15 and August 15 thereafter until the principal of and interest on the Series 2016-CWSRF-DL Warrant shall have been paid in full, the City will pay into the Warrant Fund an amount equal to the sum of (i) the interest that will mature on the Series 2016-CWSRF-DL Warrant on such February 15 or August 15, as the case may be, plus (ii) the principal installment that will mature on the Series 2016-CWSRF-DL Warrant on such February 15.

(b) **Use of Moneys in Warrant Fund.** All moneys paid into the Warrant Fund shall be used only for payment of the principal of and the interest on the Series 2016-CWSRF-DL Warrant upon or after the respective maturities of such principal and interest; provided, that if at the final maturity of the Series 2016-CWSRF-DL Warrant, however the same may mature, there shall be in the Warrant Fund moneys in excess of what shall be required to pay in full the principal of and the interest on the Series 2016-CWSRF-DL Warrant, then any such excess shall thereupon be returned to the City.

(c) **Appointment of Authority Trustee.** The City hereby appoints The Bank of New York Mellon Trust Company, N.A., as registrar and paying agent with respect to the Series 2016-CWSRF-DL Warrant. The City shall have no liability for payment of any charges or fees of the Authority Trustee in acting in such capacity, it being understood that all such charges or fees shall be the sole responsibility of the Authority.

(d) **Trust Nature of and Security for the Warrant Fund.** The Warrant Fund shall be and at all times remain public funds impressed with a trust for the purpose for which the Warrant Fund is herein created. Each depository for any part of the Warrant Fund shall at all times keep the moneys on deposit with it in the Warrant Fund continuously secured for the benefit of the City and the Holder of the Series 2016-CWSRF-DL Warrant either:

(1) by holding on deposit as collateral security United States Securities or other marketable securities eligible as security for the deposit of trust funds under regulations of the Board of Governors of the Federal Reserve System, having a market value (exclusive of accrued interest) not less than the amount of moneys on deposit in the Series 2016-CWSRF-DL Warrant Fund, or

(2) if the furnishing of security in the manner provided in the

foregoing clause (1) of this sentence is not permitted by the then applicable law and regulations, then in such other manner as may be required or permitted by the applicable state and federal laws and regulations respecting the security for, or granting a preference in the case of, the deposit of public funds;

provided, however, that it shall not be necessary for any such depository so to secure any portion of the moneys on deposit in the Warrant Fund that may be insured by the Federal Deposit Insurance Corporation (or by any agency of the United States of America that may succeed to its functions).

Section 3.4 Form of Series 2016-CWSRF-DL Warrant. The Series 2016-CWSRF-DL Warrant shall be in substantially the following form, with such insertions, omissions and other variations as may be necessary to conform to the provisions hereof:

(Form of Series 2016-CWSRF-DL Warrant)

UNITED STATES OF AMERICA

STATE OF ALABAMA

CITY OF DOTHAN

**GENERAL OBLIGATION WARRANT
SERIES 2016-CWSRF-DL**

Subject to prior payment and other provisions as herein provided

The City Treasurer of the **CITY OF DOTHAN, ALABAMA**, a municipal corporation under the laws of Alabama (the "City"), is hereby ordered and directed to pay to **ALABAMA WATER POLLUTION CONTROL AUTHORITY**, or registered assigns, the aggregate principal sum of

FORTY ONE MILLION EIGHTY FIVE THOUSAND DOLLARS

in principal installments on February 15 in the following respective years and principal amounts:

Year	Principal Amount Maturing
2017	\$1,655,000
2018	1,690,000
2019	1,730,000
2020	1,765,000
2021	1,805,000
2022	1,845,000
2023	1,885,000
2024	1,930,000
2025	1,970,000
2026	2,015,000
2027	2,060,000
2028	2,105,000
2029	2,155,000
2030	2,200,000
2031	2,250,000
2032	2,300,000
2033	2,350,000
2034	2,405,000
2035	2,460,000
2036	2,510,000

with interest on the then unpaid principal balance hereof at the rate of 2.20% per annum, computed on the basis of a 360-day year of 12 consecutive 30-day months. Such interest shall be payable semiannually on February 15, 2017, and on each February 15 and August 15 thereafter.

Interest on this Series 2016-CWSRF-DL Warrant is payable by check or draft mailed by The Bank of New York Mellon Trust Company, N.A. (the "Authority Trustee"), to the then registered holder hereof at the address shown on the registry books of the Authority Trustee pertaining to the Series 2016-CWSRF-DL Warrant; provided, that so long as the Alabama Water Pollution Control Authority (the "Authority") is the registered holder of this Series 2016-CWSRF-DL Warrant the payments of principal of and interest on this Series 2016-CWSRF-DL Warrant shall be made by the Authority Trustee in accordance with instructions given the Authority Trustee by the Authority. Interest on this Series 2016-CWSRF-DL Warrant shall be deemed timely made if mailed to the then registered holder on the interest payment date with respect to which such payment is made or, if such interest payment date is not a business day, then on the first business day following such interest payment date. The Ordinance described below provides that all payments by the City or the Authority Trustee to the person in whose name this Series 2016-CWSRF-DL Warrant is registered shall to the extent thereof fully discharge and satisfy all liability for the same. Any transferee of this Series 2016-CWSRF-DL Warrant takes it subject to all payments of principal and interest in fact made with respect hereto.

This Series 2016-CWSRF-DL Warrant evidences a duly authorized warrant designated \$41,085,000 General Obligation Warrant, Series 2016-CWSRF-DL, dated July 15, 2016 (herein called the "Series 2016-CWSRF-DL Warrant"). This Series 2016-CWSRF-DL Warrant is issued only as a single fully registered warrant pursuant to the applicable provisions of the Constitution and laws of Alabama, including particularly Section 11-47-2 of the Code of Alabama 1975, as amended, and an ordinance (the "Ordinance") duly adopted by the governing body of the City on July 5, 2016.

Those of the principal installments hereof having stated maturities on February 15, 2027, and thereafter, may be redeemed and paid prior to their respective maturities, at the option of the City, as a whole or in part (but if in part, in the inverse order of installments of principal), on February 15, 2026, and on any date thereafter, at and for a redemption price with respect to each principal installment of the Series 2016-CWSRF-DL Warrant redeemed equal to the principal prepaid plus accrued interest thereon to the Redemption Date, after not less than forty-five (45) nor more than ninety (90) days prior notice by United States Registered Mail or Certified Mail to the registered owner of this warrant, at and for a redemption price equal to the principal so prepaid plus accrued interest to the date of prepayment.

In the event less than all the outstanding principal hereof is to be redeemed, the registered Holder hereof shall surrender this Series 2016-CWSRF-DL Warrant to the Authority Trustee in exchange for a new Series 2016-CWSRF-DL Warrant of like tenor herewith except in a principal amount equal to the unredeemed portion of this warrant. Upon the giving of notice of redemption in accordance with the provisions of the Ordinance, this warrant (or principal installments thereof) so called for redemption and prepayment shall become due and payable on the date specified in such notice, anything herein or in the Ordinance to the contrary notwithstanding, and the Holder hereof shall then and there surrender for prepayment, and all future interest on the Series 2016-CWSRF-DL Warrant (or principal installments thereof) so

called for prepayment shall cease to accrue after the date specified in such notice, whether or not the Series 2016-CWSRF-DL Warrant is so presented.

The indebtedness evidenced and ordered paid by this Series 2016-CWSRF-DL Warrant is and shall be a general obligation of the City for the payment of which the full faith and credit of the City have been irrevocably pledged.

It is hereby certified and recited that the indebtedness evidenced and ordered paid by this Series 2016-CWSRF-DL Warrant is lawfully due without condition, abatement or offset of any description; that this Series 2016-CWSRF-DL Warrant has been registered in the manner provided by law; that all conditions, actions and things required by the Constitution and laws of the State of Alabama to exist, be performed or happen precedent to and in the issuance of this Series 2016-CWSRF-DL Warrant do exist, have been performed and have happened; and that the indebtedness evidenced and ordered paid by this Series 2016-CWSRF-DL Warrant, together with all other indebtedness of the City, was at the time the same was created and is now within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

This Series 2016-CWSRF-DL Warrant is transferable by the registered holder hereof, in person or by authorized attorney, only on the books of the Authority Trustee (the registrar and transfer agent of the City) and only upon surrender of this Series 2016-CWSRF-DL Warrant to the Authority Trustee for cancellation, and upon any such transfer a new Series 2016-CWSRF-DL Warrant of like tenor hereof will be issued to the transferee in exchange therefor, all as more particularly described in the Ordinance. Each holder, by receiving or accepting this Series 2016-CWSRF-DL Warrant, shall consent and agree and shall be estopped to deny that, insofar as the City and the Authority Trustee are concerned, this Series 2016-CWSRF-DL Warrant may be transferred only in accordance with the provisions of the Ordinance.

The Authority Trustee shall not be required to transfer or exchange this Series 2016-CWSRF-DL Warrant during the period of fifteen (15) days next preceding any February 15 or August 15; and in the event that this Series 2016-CWSRF-DL Warrant (or any principal portion hereof) is duly called for redemption and prepayment, the Authority Trustee shall not be required to register or transfer this Series 2016-CWSRF-DL Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption and prepayment.

Execution by the Authority Trustee of its registration certificate hereon is essential to the validity hereof.

IN WITNESS WHEREOF, the City has caused this Series 2016-CWSRF-DL Warrant to be executed in its name and behalf by the Mayor of the City, has caused its corporate seal to be hereunto affixed, has caused this Series 2016-CWSRF-DL Warrant to be attested by the signature of the City Clerk, and has caused this Series 2016-CWSRF-DL Warrant to be dated July 15, 2016.

CITY OF DOTHAN, ALABAMA

By: _____
Mayor

[S E A L]

ATTEST:

By: _____
City Clerk

(Form of Registration Certificate)

This Series 2016-CWSRF-DL Warrant was registered in the name of the above-registered owner this 15th day of July, 2016.

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.**

By: _____
Its Authorized Officer

(Form of Assignment)

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto the within warrant and hereby irrevocably constitute(s) and appoints _____ attorney, with full power of substitution in the premises, to transfer this warrant on the books of the within-mentioned Authority Trustee.

DATED this ___ day of _____, _____.

NOTE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within warrant in every particular, without alteration, enlargement or change whatsoever.

Signature guaranteed:

(Bank, Trust Company, or Firm*)

By _____
(Authorized Officer)

Its Medallion Number: _____

* Signature(s) must be guaranteed by an eligible guarantor institution which is a member of a recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

ARTICLE IV

EXECUTION, REGISTRATION AND TRANSFER OF SERIES 2016-CWSRF-DL WARRANT

Section 4.1 Execution of Series 2016-CWSRF-DL Warrant. The Series 2016-CWSRF-DL Warrant shall be executed by the Mayor, and the seal of the City shall be affixed thereto and attested by the City Clerk. The Series 2016-CWSRF-DL Warrant shall be registered as a claim against the City by the City Treasurer. Signatures on the Series 2016-CWSRF-DL Warrant by persons who were officers of the City at the time such signatures were written or printed shall continue effective although such persons cease to be such officers prior to the delivery of the Series 2016-CWSRF-DL Warrant.

Section 4.2 Registration and Transfer. (a) **Registration Certificate on Series 2016-CWSRF-DL Warrant.** A registration certificate, in substantially the form appearing in the form of the Series 2016-CWSRF-DL Warrant set forth in Article III hereof, duly executed by the manual signature of the Authority Trustee, shall be endorsed on the Series 2016-CWSRF-DL Warrant and shall be essential to its validity.

(b) **Registration and Transfer of Series 2016-CWSRF-DL Warrant.** The Series 2016-CWSRF-DL Warrant shall be registered as to both principal and interest, and shall be transferable only on the registry books of the Authority Trustee. The Authority Trustee shall be the registrar and transfer agent of the City and shall keep at its office proper registry and transfer books in which it will note the registration and transfer of such Series 2016-CWSRF-DL Warrant presented for such purpose, all in the manner and to the extent hereinafter specified.

No transfer of the Series 2016-CWSRF-DL Warrant shall be valid hereunder except upon presentation and surrender of such Series 2016-CWSRF-DL Warrant at the office of the Authority Trustee with written power to transfer signed by the registered owner thereof in person or by duly authorized attorney, properly stamped if required, in form and with guaranty of signature satisfactory to the Authority Trustee, whereupon the City shall execute, and the Authority Trustee shall register and deliver to the transferee, a new Series 2016-CWSRF-DL Warrant, registered in the name of such transferee and of like tenor as that presented for transfer. The person in whose name the Series 2016-CWSRF-DL Warrant is registered on the books of the Authority Trustee shall be the sole person to whom or on whose order payments on account of the principal thereof and of the interest (and premium, if any) thereon may be made. Each Holder of the Series 2016-CWSRF-DL Warrant, by receiving or accepting such Series 2016-CWSRF-DL Warrant, shall consent and agree and shall be estopped to deny that, insofar as the City and the Authority Trustee are concerned, the Series 2016-CWSRF-DL Warrant may be transferred only in accordance with the provisions of this Ordinance.

The Authority Trustee shall not be required to register or transfer any Series 2016-CWSRF-DL Warrant during the period of fifteen (15) days next preceding any Interest Payment Date with respect thereto; and if any Series 2016-CWSRF-DL Warrant is duly called for redemption (in whole or in part), the Authority Trustee shall not be required to register or transfer such Series 2016-CWSRF-DL Warrant during the period of forty-five (45) days next preceding any Redemption Date.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES OF WARRANTHOLDER

Section 5.1 Events of Default Defined. Any of the following shall constitute default hereunder by the City:

(a) Failure by the City to pay any installment of the principal of or the interest on the Series 2016-CWSRF-DL Warrant when any such principal or interest shall respectively become due and payable, whether by maturity or otherwise;

(b) A default by the City under the Special Loan Conditions Agreement; or

(c) A determination by a court having jurisdiction that the City is insolvent or bankrupt, or appointment by a court having jurisdiction of a receiver for the City or for all or a substantial part of the assets of the City, or the approval by a court of competent jurisdiction of any petition for reorganization of the City or rearrangement or readjustment of its obligations under any provisions of the bankruptcy laws of the United States.

Section 5.2 Remedies on Default. Upon any default by the City in any one of the ways defined in Section 5.1 hereof, the Holder of the Series 2016-CWSRF-DL Warrant shall have the following rights and remedies:

(a) **Acceleration.** The Holder of the Series 2016-CWSRF-DL Warrant may, by written notice to the City, declare all principal of the Series 2016-CWSRF-DL Warrant forthwith due and payable, and thereupon it shall so be, anything herein or therein to the contrary notwithstanding. If, however, the City shall make good that default and every other default hereunder (except the principal so declared payable), with interest on all overdue payments of principal and interest, then the Holder of the Series 2016-CWSRF-DL Warrant, by written notice to the City, may waive such default and its consequences, but no such waiver shall affect any subsequent default or right relative thereto; and

(b) **Suits at Law or in Equity.** The Holder of the Series 2016-CWSRF-DL Warrant is empowered (i) to sue on such warrant, (ii) by mandamus, suit or other proceeding, to enforce all agreements of the City herein contained, (iii) by action or suit in equity, to require the City to account as if it were the trustee of an express trust for the Holder of the Series 2016-CWSRF-DL Warrant, and (iv) by action or suit in equity, to enjoin any act or things which may be unlawful or a violation of the rights of the Holder of the Series 2016-CWSRF-DL Warrant.

Section 5.3 Delay No Waiver. No delay or omission by the Holder of the Series 2016-CWSRF-DL Warrant to exercise any available right, power or remedy hereunder shall impair or be construed a waiver thereof or an acquiescence in the circumstances giving rise

thereto; every right, power or remedy given herein to the Holder of the Series 2016-CWSRF-DL Warrant may be exercised from time to time and as often as deemed expedient.

ARTICLE VI

AGREEMENTS RESPECTING CONSTRUCTION AND ACQUISITION OF THE PROJECT AND SALE OF SERIES 2016-CWSRF-DL WARRANT

Section 6.1 Construction and Acquisition of the Project; Reduction of Loan Amount. The City will commence and complete construction and acquisition of the Project, including the acquisition of such real estate (or easements or other interests therein) as may be necessary therefor, as soon as possible. Anything in the foregoing to the contrary notwithstanding, the City hereby covenants and agrees to cause all Authority Funds deposited into the Project Fund to be spent or committed to binding construction contracts for Allowable Costs respecting the Project by July 15, 2017.

Section 6.2 Application of Authority Loan Proceeds. The entire proceeds derived from the Authority Loan shall be held by the Authority Trustee and applied in accordance with the provisions of the Master Authority Trust Indenture and the Special Loan Conditions Agreement.

Section 6.3 Sale of Series 2016-CWSRF-DL Warrant. In consideration of the funding of the Authority Loan, the Series 2016-CWSRF-DL Warrant is hereby issued and sold to Alabama Water Pollution Control Authority at a purchase price equal to its initial par amount (\$41,085,000). Upon the funding of the Authority Loan, the City Clerk is hereby directed to deliver the Series 2016-CWSRF-DL Warrant to the Authority. The issuance of the Series 2016-CWSRF-DL Warrant to the Authority shall evidence the obligation of the City to repay the Authority Loan.

Section 6.4 Authorization of Special Loan Conditions Agreement. The Mayor is hereby authorized and directed to execute and deliver, in the name and behalf of the City, the Special Loan Conditions Agreement, in substantially the form marked Exhibit A to this Ordinance and made a part hereof as if set out in full herein, and the City Clerk is hereby authorized and directed to affix the seal of the City to the said Special Loan Conditions Agreement and to attest the same.

Section 6.5 Additional Documents Authorized. The Mayor is hereby authorized and directed to execute such documents or certificates as may be necessary or desirable in order to carry out the transactions contemplated by this Ordinance. The City Clerk is hereby authorized to attest any such other documents or certificates necessary or desirable to carry out the transactions contemplated by this Ordinance and is authorized to affix the seal of the City to any such documents or certificates.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Provisions Constitute Contract. The provisions of this Ordinance shall constitute a contract between the City and the Holder of the Series 2016-CWSRF-DL Warrant.

Section 7.2 Severability. The provisions of this Ordinance are hereby declared to be severable. In the event any court of competent jurisdiction should hold any provision hereof to be invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Ordinance.

Section 7.3 Persons Deemed Owners of Series 2016-CWSRF-DL Warrant. The City and the Authority Trustee may deem and treat the person in whose name the Series 2016-CWSRF-DL Warrant is registered as the absolute owner thereof for all purposes and all payments by any of them to the person in whose name the Series 2016-CWSRF-DL Warrant is registered shall, to the extent thereof, fully discharge and satisfy all liability for the same.

Section 7.4 Replacement of Mutilated, Lost, Stolen or Destroyed Series 2016-CWSRF-DL Warrant. In the event the Series 2016-CWSRF-DL Warrant is mutilated, lost, stolen or destroyed, the City may execute and deliver a new Series 2016-CWSRF-DL Warrant of like tenor as that mutilated, lost, stolen or destroyed; provided that (a) in the case of any such mutilated Series 2016-CWSRF-DL Warrant, such Series 2016-CWSRF-DL Warrant is first surrendered to the City and the Authority Trustee, and (b) in the case of any such lost, stolen or destroyed Series 2016-CWSRF-DL Warrant, there is first furnished to the City and the Authority Trustee evidence of such loss, theft or destruction satisfactory to each of them, together with indemnity satisfactory to each of them. The City may charge the Holder with the expense of issuing any such new Series 2016-CWSRF-DL Warrant.

Section 7.5 Provisions for Payment at Par. Each Authority Trustee at which the Series 2016-CWSRF-DL Warrant shall at any time be payable, by acceptance of its duties as paying agent therefor, shall be construed to have agreed thereby with the Holder of the Series 2016-CWSRF-DL Warrant that it will make, out of the funds supplied to it for that purpose, all remittances of principal and interest on the Series 2016-CWSRF-DL Warrant in bankable funds at par without any deduction for exchange or other costs, fees or expenses.

Exhibit A

Form of Special Loan Conditions Agreement

SPECIAL AUTHORITY LOAN CONDITIONS AGREEMENT
(Series 2016-CWSRF-DL)

among

CITY OF DOTHAN, ALABAMA

and

ALABAMA WATER POLLUTION CONTROL AUTHORITY

and

**ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT**

Dated as of July 15, 2016

SPECIAL AUTHORITY LOAN CONDITIONS AGREEMENT among **ALABAMA WATER POLLUTION CONTROL AUTHORITY**, a public corporation under the laws of Alabama (the "Authority"), **ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**, an agency of the State of Alabama created pursuant to Chapter 22A of Title 22 of the Code of Alabama 1975 ("ADEM"), and the **CITY OF DOTHAN, ALABAMA**, a municipal corporation under the laws of the State of Alabama (the "Loan Recipient").

RECITALS:

The parties hereto make the following recitals and representations as the basis for the undertakings herein contained:

(1) The State of Alabama has, pursuant to the provisions of Act No. 87-226 adopted at the 1987 Regular Session of the Legislature of Alabama (now codified as Title 22, Chapter 34 of the Code of Alabama 1975, as amended) (the "State Revolving Fund Act"), made provision for the creation of a Revolving Fund (the "State Revolving Fund") for the purpose of making loans to local governmental units in the State.

(2) The State Revolving Fund is to be administered jointly by the Authority and by ADEM. Contemporaneously with the execution and delivery of this Agreement, the Authority will make a loan to the Loan Recipient. The Loan Recipient has requested the loan in order to enable it to pay the costs of making certain improvements (the "Project") to the sanitary sewer system (the "System") of the Loan Recipient.

(3) The Authority is, pursuant to guidelines adopted by the Environmental Protection Agency of the United States of America ("EPA") and regulations adopted by ADEM, pursuant to the provisions of the Clean Water Act of 1987, required to obtain from each Loan Recipient certain assurances with respect to the operation and construction of the Project.

(4) Contemporaneously with the execution and delivery of this Agreement, the Authority will make a loan to the Loan Recipient, and in evidence of its obligation to repay the same the Loan Recipient will, contemporaneously with the execution and delivery hereof, issue its \$41,085,000 General Obligation Warrant, Series 2016-CWSRF-DL.

(5) The parties hereto deem it necessary and desirable that this Agreement be entered into for the purpose of obtaining certain agreements from the Loan Recipient required to be obtained by the EPA and ADEM with respect to the design, operation and construction of the Project.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, it is hereby agreed among the parties hereto as follows:

**ARTICLE I
DEFINITIONS AND USE OF PHRASES**

Section 1.1 Definitions. The following words and phrases and others evidently intended as the equivalent thereof shall, in the absence of clear implication herein otherwise, be given the following respective interpretations as used herein:

"**ADEM**" means Alabama Department of Environmental Management, an agency of the State of Alabama created pursuant to Chapter 22A of Title 22 of the Code of Alabama 1975, as amended.

"**Allowable Costs**" means costs that are eligible to be paid with proceeds of the Authority Loan, as such costs are defined in the ADEM regulations.

"**Application**" shall have the meaning given to such term in Section 3.1 hereof.

"**Authority**" means the Alabama Water Pollution Control Authority, a public corporation under the laws of the State of Alabama.

"**Authority Indenture**" means the Master Authority Trust Indenture from the Authority to the Authority Trustee dated as of January 1, 2004.

"**Authority Loan**" means the loan made by the Authority to the Loan Recipient hereunder.

"**Authority Trustee**" means The Bank of New York Mellon Trust Company, N.A., in its capacity as trustee under the Authority Indenture, and any successor thereto.

"**Construction Amount**" means the amount of proceeds of the Authority Loan to be used for payment of Allowable Costs.

"**Davis-Bacon Act**" means the Davis-Bacon Act of 1931, P.L. No. 403.

"**Disbursement**" means any payment out of Project Funds to or on behalf of the Loan Recipient.

"**Estimated Final Completion Date**" means the date estimated for the completion of the Project as shown in Appendix A.

"Evidence of Indebtedness" means the \$41,085,000 General Obligation Warrant, Series 2016-CWSRF-DL, issued by the Loan Recipient and payable to the Authority.

"Independent Auditor" means a certified public accountant or firm there, not employed full time by the Loan Recipient and regularly engaged in the auditing of financial records.

"Loan Amount" means the sum of (i) the Construction Amount and (ii) the Loan Recipient Share of Finance Expenses.

"Loan Documents" means the proceedings taken by the Loan Recipient agreeing to the terms of the Authority Loan and evidencing the obligation of the Loan Recipient to repay the Authority Loan in accordance with its terms.

"Loan Recipient Interest Rate" means the per annum rate of interest of 2.20%, computed on the basis of a three hundred sixty (360) day year of twelve (12) consecutive thirty (30) day months.

"Loan Recipient Representative" means the official representative of the Loan Recipient designated by the Loan Recipient to ADEM.

"Loan Recipient Share of Finance Expenses" means the amount identified as "Loan Recipient Share of Finance Expenses" on Appendix A and totaling \$10,000.

"Project" means the acquisition, construction and equipping of sanitary sewer facilities described in Appendix A hereto.

"Project Fund" means the fund established by the Authority with the Authority Trustee into which moneys received hereunder will be deposited and from which the Authority Trustee will make Disbursements.

"Project Funds" means the amount deposited into the Project Fund created in the Authority Indenture for Disbursement to or on behalf of the Loan Recipient.

"State Revolving Fund" means the State of Alabama Clean Water Revolving Loan Fund created in the State Revolving Fund Act.

"State Revolving Fund Act" means Title 22, Chapter 34 of the Code of Alabama 1975, as amended.

"System" means the sanitary sewer system of the Loan Recipient, including all additional improvements thereto and replacements thereof hereafter made.

Section 1.2 Use of Words and Phrases. The following words and phrases, where used in this Agreement, shall be given the following and respective interpretations:

"Herein", "hereby", "hereunder", "hereof", and other equivalent words refer to this Agreement as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in Section 1.1 hereof shall be deemed applicable whether the words defined are herein used in the singular or the plural.

Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

ARTICLE II LOAN AND USE OF PROCEEDS

Section 2.1 Making of Loan; Use of Project Fund Moneys. (a) The execution and delivery of this Agreement by the Authority shall constitute the making of the loan to the Loan Recipient, and the execution and delivery of this Agreement and the Loan Documents by the Loan Recipient shall constitute the incurring of indebtedness, subject to the terms and conditions hereof and the terms and conditions of the Loan Documents and Authority Indenture. The Authority represents that it has deposited the Loan Amount (other than the Loan Recipient Share of Finance Expenses) into the Project Fund, which such amount was made available to the Loan Recipient by the Authority for the purpose of constructing the Project. The Loan Recipient Share of Finance Expenses shall be retained by the Authority and used to pay the Authority's legal costs in the making of the Loan to the Loan Recipient. Investment earnings received as a result of the investment of all funds held under the Authority Indenture (including, without limitation, all amounts held in the Project Fund) shall be retained by the Authority and shall not be available to the Loan Recipient, nor shall any such interest earnings form a part of the funds in the account or subaccount from which such investment earnings were earned. The Loan Recipient understands that it shall be responsible for payment of any expenses incurred by it in obtaining the Authority Loan, including, without limitation, any expenses incurred by the Loan Recipient in obtaining legal representation in connection with the transactions herein contemplated (e.g., counsel to deliver the opinion set forth in Appendix D hereto).

(b) The Loan Recipient represents and warrants that it will spend or commit the Loan Amount to binding construction contracts for Allowable Costs by July 15, 2017.

(c) The Loan Recipient shall use the Project Funds only to pay Allowable Costs of the Project. The Loan Recipient understands that the Project is generally described in Appendix A and more specifically in the Project files of ADEM. Except to the extent otherwise approved in writing by ADEM, only the Allowable Costs of the Project in Appendix A shall be funded with proceeds on deposit in the Project Fund created in the Authority Indenture. Disbursement of moneys on deposit in the Project Fund shall be made only for payment of costs of construction called for in plans and specifications examined and concurred with by ADEM and for certain expenses incurred by the Authority in connection with the Project, all as set forth in Appendix A.

(d) The Loan Recipient understands and agrees the Estimated Final Completion Date of the Project is set forth in Appendix A. The Loan Recipient further understands and agrees that repayment of the Authority Loan has been determined based upon the Estimated Final Completion Date and the representation of the Loan Recipient that the Loan Amount will be spent or otherwise committed to binding construction contracts for Allowable Costs by July 15, 2017, and that an amortization schedule shown on Appendix C hereto, based upon the Estimated Final Completion Date and the representations of the Loan Recipient regarding its use of the Loan Amount, has been furnished to the Loan Recipient. The Loan Recipient understands and agrees that any delay in the completion of the Project beyond the date set forth in Appendix A shall not result in any extension of the dates on which the payments are to be made with respect to the Authority Loan as set forth in the amortization schedule, and that the obligation of the Loan Recipient to repay the amounts withdrawn from the Project Fund for the Project, together with interest thereon at the Loan Recipient Interest Rate, as provided in the Loan Documents, shall be absolute and unconditional.

(e) The Loan Recipient understands that the amount of the Authority Loan made by the Authority and accepted by the Loan Recipient is based upon the estimated cost of the Project. In the event the actual cost of the Project exceeds the amount of the Authority Loan, the Authority shall be under no obligation to provide any additional funds to the Loan Recipient, it being the sole responsibility of the Loan Recipient to provide funds sufficient to complete construction of the Project.

(f) Each installment of principal of the Authority Loan shall bear interest from its due date until paid at the per annum rate of interest equal to 2% above the Authority Trustee Bank Prime Rate, such interest to be computed daily. As used in the preceding sentence, "Authority Trustee Bank Prime Rate" means the rate of interest established (whether or not charged) from time to time by the Authority Trustee as its general reference rate of interest, after taking into account such factors as the Authority Trustee may from time to time deem appropriate in its sole discretion (it being understood, however, that the Authority Trustee may from time to time make various loans at rates of interest having no relationship to such general reference rate of interest).

Section 2.2 Disbursements. (a) The Authority Trustee shall make Disbursements only against incurred Allowable Costs to the extent of the Project Funds as provided in this Agreement and in the Authority Indenture.

(b) For purposes of making requests for Disbursements and representing the Loan Recipient in all administrative matters pertaining to administration of this Agreement, the Loan Recipient shall designate a single officer or employee as the Loan Recipient Representative. The Loan Recipient Representative shall be designated in writing by the Loan Recipient before it may request Disbursements and shall be subject to approval by the Authority.

(c) Requests for Disbursements may be made only after the costs for which the draw is requested have been incurred. The Loan Recipient shall not request Disbursements against retainage until retainage is paid. Unless the Authority otherwise approves, when the

Project budget indicates that the Authority Loan shall bear only a portion of certain itemized costs, any draw shall not exceed the same proportion of such costs requested for Disbursement.

(d) Requests for Disbursements shall be made on forms of or approved by the Authority and ADEM unless the Authority otherwise directs, and shall be accompanied by such invoices and other proofs as the Authority and ADEM may reasonably require.

(e) Disbursement requests shall be limited to one per month.

Section 2.3 Conditions Precedent to Disbursement of Loan Proceeds. In addition to any other conditions herein provided, the Authority's obligation hereunder to disburse the Project Funds to or on behalf of the Loan Recipient shall be subject to satisfaction of the following conditions:

(a) The Loan Recipient's representations and warranties contained herein, in the Application and in the Loan Documents shall remain true and correct;

(b) No Event of Default shall have occurred under this Agreement or the Loan Documents;

(c) The requirements of Article III hereof have been complied with;

(d) ADEM shall have examined and concurred with the Loan Recipient's plans and specifications for the submitted construction as being within the approved scope of the Project;

(e) For the initial Disbursement request, the Loan Recipient shall have submitted, to the satisfaction of ADEM, proof of compliance with all applicable construction bid procedures and requirements imposed by EPA or ADEM; and

(f) At the time of the execution and delivery by the Loan Recipient of this Agreement, the Loan Recipient shall furnish to the Authority an opinion of counsel in substantially the form attached hereto as Appendix D. The initial Disbursement request shall also be accompanied by an opinion addressed to the Authority from counsel for the Loan Recipient. The opinion shall state that the opinions expressed in the opinion of counsel submitted to the Authority by the Loan Recipient with this Agreement remain valid, including without limitation the advice that this Agreement is a legal, valid and binding obligation of the Loan Recipient, enforceable in accordance with its terms. Such opinion shall also address such other matters as may be requested by the Authority.

Section 2.4 Administrative Fee. ADEM has been designated as the agent of the Authority to service the Authority Loans. The Loan Recipient understands that a portion of

the payments made with respect to the Authority Loan shall be paid to ADEM as administrative expenses of ADEM in connection with the administration of the State Revolving Fund.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Section 3.1 Status of Loan Recipient. The Loan Recipient is a municipal corporation existing under the laws of the State of Alabama, authorized to acquire and construct the Project and to operate the Project and to provide wastewater treatment services. The Loan Recipient warrants and represents that the representations contained in the application submitted to ADEM (the "Application") were, on the date of filing said Application and are, on the date hereof, true and correct. The Loan Recipient is not in default in any of the Statement of Assurances contained in the Application.

Section 3.2 Pending Litigation. There are no actions, suits or proceedings, at law or in equity, in court or before any governmental or administrative agency, either pending or to the knowledge of the Loan Recipient threatened, which may impair the validity or enforceability of the Loan Documents or this Agreement or the Loan Recipient's ability to repay the Authority Loan or to construct and operate the Project.

Section 3.3 No Conflicting Transactions. Consummation of the transactions hereby contemplated and performance of this Agreement will not result in any breach of, or constitute a default under, any mortgage, deed of trust, indenture, security agreement, lease, bank loan or credit agreement, municipal charter, resolutions, articles of incorporation, ordinances, contracts or other instruments to which the Loan Recipient is a party by which it may be bound or affected.

Section 3.4 Ownership of Premises. The Loan Recipient owns in fee simple the real property on which the main operating facilities of the Project have been or will be controlled or located. The Loan Recipient further owns in fee simple or by sufficient easement, or prior to construction of the Project will acquire by negotiated purchase or by exercise of its power of eminent domain, the real property upon, across or under which the Loan Recipient has or will have its System and related facilities, including those to be a part of the Project and otherwise.

Section 3.5 Other Project Arrangements. The Loan Recipient has secured, or can and shall secure, the utility, access, governmental approvals and other arrangements reasonably to be considered necessary for the undertaking of the Project.

Section 3.6 No Construction Default. Neither the Loan Recipient nor its contractor, architect or engineer for the Project or any related project is in default under any agreement respecting the Project.

Section 3.7 No Default. There is no default on the part of the Loan Recipient under this Agreement or the Loan Documents, and no event has occurred and is continuing,

which, with notice or the passage of time or either, would constitute a default under any part of this Agreement or the Loan Documents.

Section 3.8 Effect of Draw Request. Each request for and acceptance of Disbursement shall be an affirmation by the Loan Recipient that the representations and warranties of this Agreement remain true and correct as of the date of the request and acceptance and that no breach of other provisions hereof has occurred. Unless the Authority is notified to the contrary, such affirmations shall continue thereafter.

ARTICLE IV COVENANTS

Section 4.1 Commencement and Completion of Construction; Davis-Bacon Act.

(a) The Loan Recipient shall use its best efforts to commence and complete the Project or Projects and each activity or event forming a part thereof by the date or dates stated in Appendix A and to expend or otherwise commit to binding construction contracts for Allowable Costs the Loan Amount by July 15, 2017.

(b) The Loan Recipient understands and acknowledges that federal regulations require the payment of not less than the prevailing wages under the Davis-Bacon Act to all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part and through funds through the State Revolving Fund, including the Project. The Loan Recipient hereby covenants and agrees to comply with, and to cause all contractors and subcontractors to comply with (through the inclusion of appropriate terms and conditions in all contracts, subcontracts and lower tiered transactions), all applicable wage requirements of the Davis-Bacon Act in connection with the development and construction of the Project. General information respecting Davis-Bacon Act requirements and applicability may be obtained at <http://www.dol.gov/compliance/laws/comp-dbra.htm>, and are attached as Appendix E hereto is a copy of the "Requirements under the Consolidated Appropriations Act, 2014 (P.L. 113-76) For Subrecipients That Are Governmental Entities", although the Loan Recipient hereby acknowledges and agrees that the Loan Recipient shall be fully responsible for ensuring its compliance, and compliance by all contractors, with applicable provisions of the Davis-Bacon Act in connection with development and construction of the Project. Without limiting the generality of the foregoing, the Loan Recipient shall cause the contract clauses set forth in Appendix E hereto applicable to governmental entities to be included in all contracts and subcontracts in excess of \$2,000 respecting construction of all or a portion of the Project (whether paid in whole or in part from the Authority Loan).

Section 4.2 Disbursements. The Loan Recipient shall cause the Project Funds to be disbursed for the purpose of paying the Allowable Costs of the Project and for no other purpose.

Section 4.3 Release of Responsibility. The Loan Recipient shall undertake the Project on its own responsibility and, to the maximum extent permitted under Alabama law, shall release and hold harmless the Authority, ADEM, the State and their officers, members and employees from any claim arising in connection with the design, construction or operation of the Project or any other aspect of the System including any matter due solely to their own negligence.

Section 4.4 Other Agreements. The Loan Recipient shall comply with all terms and conditions of any construction contracts, architectural or engineering agreements, trust indentures, security deeds, promissory notes, loan agreements, or the like affecting the Project, the System and its operation. The Loan Recipient shall require its construction contractor to furnish both a performance bond and payment bond in the full amount of the construction contract to the extent permitted by State law. The requirement of such bonds shall be for the convenience of the Authority only and shall not be an undertaking by the Authority to the Loan Recipient or any third party.

Section 4.5 Accounting and Auditing. (a) **Accounting.** The Loan Recipient shall account for the Project and the System according to Generally Accepted Governmental Accounting Principles as defined by Statement 1, Government Accounting and Financial Reporting Principles, National Council on Governmental Accounting, 1979, as adopted by Governmental Accounting Standards Board, and revisions, updates or successors thereto.

(b) **Auditing.** The Loan Recipient shall comply with the provisions of the federal Single Audit Act and Office of Management and Budget Circular A-133. Audit Requirements must be conducted according to Generally Accepted Accounting Principles as defined by the Governmental Accounting Standards Board and revisions, updates or successors.

Section 4.6 Compliance with Governmental Authority. The Loan Recipient shall comply with all environmental laws, rules and other provisions of legal force and effect and all such other provisions which govern the construction or operation of the Project.

Section 4.7 Procurement Requirements. The Loan Recipient shall comply with all procurement requirements of Alabama law.

Section 4.8 Inspection. Each of the Authority and ADEM shall have for its own convenience and benefit, and without obligation to the Loan Recipient or any third party, the right to audit the books and records of the Loan Recipient as they may pertain to or affect the Project and this Agreement and to enter upon the premises to inspect the Project. The Loan Recipient shall cause its architects, engineers and contractors to cooperate during such inspections including making available working copies of plans and specifications and other materials.

Section 4.9 Consent to Changes. Without consent of the Authority and ADEM, the Loan Recipient shall make no modifications or changes to the Project, or allow to continue any defect, which would damage or reduce the value of the Project. The Loan Recipient shall not divide the Project into component projects in order to defeat the provisions of

this Agreement. The Loan Recipient covenants that it shall remain the owner of the Project and agrees that it will not convey, transfer, or otherwise encumber the Project, during the term of this Agreement without the express prior written approval of the Authority and ADEM.

Section 4.10 Furnishing of Audited Financial Statements. The Loan Recipient will, not later than one hundred eighty (180) days following the close of each of its fiscal years, furnish to the Authority a copy of its most recent financial information prepared by the Loan Recipient and the most recent audit available prepared by the Independent Auditor of the Loan Recipient.

Section 4.11 The Evidence of Indebtedness. The Loan Recipient agrees that the Evidence of Indebtedness shall not be subject to optional redemption or prepayment by the Loan Recipient until such time as is 10 years (or the latest date permitted by applicable State law if less than 10 years) from the date of issuance of the Evidence of Indebtedness.

Section 4.12 Suspension and Debarment. Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment. Recipient may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters." For purposes of this Section 4.12, the term "Recipient" means the Loan Recipient.

Section 4.13 Compliance with 2014 Appropriations Act. (a) The Loan Recipient agrees to comply with all federal requirements applicable to the Authority Loan (including those imposed by P.L. 113-76, Consolidated Appropriations Act (the "2014 Appropriations Act") and related SRF Policy Guidelines) which the Loan Recipient understands includes, among other things, requirements that all of the iron and steel products used in the Project are to be produced in the United States (the "American Iron and Steel Requirement") unless (i) the Loan Recipient has requested and obtained a waiver from the U.S. Environmental Protection Agency pertaining to the Project or (ii) the Authority has otherwise advised the Loan Recipient in writing that the American Iron and Steel Requirement is not applicable to the Project. The Loan Recipient agrees to cause all contractors and subcontractors to comply with (through the inclusion of appropriate terms and conditions in all contracts, subcontracts and lower tiered transactions, such terms and conditions to be in substantially the form set forth in Appendix F hereto) the American Iron and Steel Requirement in connection with the development and construction of the Project.

(b) The Loan Recipient also agrees to comply with all recordkeeping and reporting requirements under the Clean Water Act (codified generally under 33 U.S.C. §1251 et

seq.) (the "Clean Water Act"), including any reports required by a federal agency or the Authority such as performance indicators of program deliverables, information on costs and Project progress. The Loan Recipient understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities, and (ii) failure to comply with the Clean Water Act and this Agreement may be an Event of Default hereunder that results in a repayment of the Authority Loan in advance of the maturity of the Evidence of Indebtedness and/or other remedial actions.

ARTICLE V EVENTS OF DEFAULT

Section 5.1 Events of Default. The following occurrences shall constitute Events of Default hereunder:

- (a) the Loan Recipient fails to comply with any of the covenants, terms and conditions made in this Agreement or in the Application;
- (b) the Loan Recipient fails to pay any amount due on the Authority Loan at the time and in the manner provided in the Loan Documents;
- (c) the Loan Recipient defaults under any other Loan Document or Special Conditions Agreement entered into in connection with loans previously made to the Loan Recipient by the Authority;
- (d) any representation or statement made by the Loan Recipient in this Agreement or in connection with the Application or the Authority Loan shall be or become untrue, incorrect or misleading in any respect; or
- (e) commencement of any legal or equitable action against the Loan Recipient which, if adversely determined, could reasonably be expected to impair substantially the ability of the Loan Recipient to perform each and every obligation under this Agreement.

ARTICLE VI REMEDIES

Section 6.1 Additional Remedies and Enforcement of Remedies. Upon the occurrence and continuance of any Event of Default, the Authority may, in addition to all remedies provided in the Loan Documents, proceed forthwith to protect and enforce its rights by such suits, actions or proceedings as the Authority shall deem expedient, including but not limited to:

(a) requiring the Loan Recipient to carry out its duties and obligations under the terms of this Agreement,

(b) prosecution of a civil action to enjoin any acts or things which may be unlawful or in violation of the rights of the Authority,

(c) enforcement of any other right of the Authority, and

(d) with respect to any Event of Default resulting from the failure of the Loan Recipient to comply with the applicable requirements of the Davis-Bacon Act in connection with the development or construction of the Project, accelerate the due date of all amounts loaned hereunder and terminate this Agreement.

Section 6.2 Remedies Not Exclusive. No remedy by the terms of this Agreement conferred upon or reserved to the Authority is intended to be exclusive of any other remedy (including the Loan Documents), but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or existing at law or in equity or by statute (including the State Revolving Fund Loan Act) on or after the date hereof.

Section 6.3 Termination of Proceedings. In case any proceeding taken by the Authority on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Authority, the Authority and the Loan Recipient shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Authority shall continue as if no such proceeding had been taken.

ARTICLE VII SPECIAL REVOLVING FUND PROVISIONS

Section 7.1 Cumulative Provisions. The provisions of this Article are cumulative of the other provisions of this Agreement, and they are not to be construed to ameliorate or weaken the other provisions of this Agreement in any way.

Section 7.2 Separate Accounts; Information; Audit. The Loan Recipient shall establish and maintain separate accounts on the Project financed hereunder and shall comply with the reasonable requests of the Authority, ADEM or the EPA, made upon reasonable notice, for information pertaining to the Loan Recipient's compliance with this Agreement, the provisions of Title VI of the Federal Clean Water Act, and regulations and guidance promulgated thereunder.

Section 7.3 Compliance. The Loan Recipient agrees:

(a) to comply with all applicable State and federal statutes and the rules, regulations and procedural guidelines established by the State and EPA

for the administration of the fund, including, without limitation, those set forth in Appendix B, and

(b) that no date reflected in this Agreement shall modify any compliance date established in an NPDES permit. It is the Loan Recipient's obligation to request any required modification of applicable permit terms or other enforceable requirements.

Section 7.4 Construction Inspection. The Loan Recipient agrees to provide and maintain competent and adequate engineering supervision and one hundred percent (100%) inspection of the Project to insure that the construction conforms with the approved plans and specifications.

Section 7.5 Standard Conditions. The Loan Recipient acknowledges and agrees to comply with the following Federal or State requirements:

(a) The Loan Recipient shall provide access to the Project whenever it is in preparation or progress. The Loan Recipient shall allow the EPA, the Comptroller General of the United States, ADEM and the Authority, or any authorized representative, to have access to any books, documents, plans, reports, papers, and other records of the contractor which are pertinent to the Project for the purpose of making audit, examination, excerpts, copies, and transcriptions.

(b) The Loan Recipient shall notify ADEM when construction of the Project is complete.

(c) The Loan Recipient shall comply with all of the provisions of Chapter 335-6-14 of the regulations of ADEM, copies of which have been provided to the Loan Recipient.

ARTICLE VIII GENERAL CONDITIONS

Section 8.1 No Waiver. No Disbursement shall waive any provision of this Agreement or the Authority Loan or preclude the Authority from declaring a default if the Loan Recipient is unable to satisfy or perform the provisions hereof.

Section 8.2 Satisfactory Proceedings. All proceedings taken in connection with transactions provided for in this Agreement shall be satisfactory to the Authority and ADEM.

Section 8.3 No Beneficiaries. All conditions to the obligation of the Authority to make Disbursements are imposed solely and exclusively for the benefit of the Authority, its

successors and assigns, and no other person shall have standing to require satisfaction of such conditions or to assume that the Authority will refuse to make disbursements in the absence of strict compliance. No person shall be deemed the beneficiary of any such conditions or any other provisions of this Agreement.

Section 8.4 Review and Inspection of Work. Any audit or review of plans and specifications and any inspection of the work shall be for the Authority's convenience only in order to determine that they are within the approved scope of the Project. No such review and inspection, approvals and disapprovals shall be an undertaking by the Authority of responsibility for design or construction.

Section 8.5 Notices. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by registered or certified mail to the other parties hereto, with instruction to show to whom delivered and return receipt requested addressed as follows:

If to Alabama Department of Environmental Management:

General Services Branch
Alabama Department of Environmental Management
Post Office Box 301463
Montgomery, Alabama 36130-1463
Attention: Chief, General Services Branch

If to the Authority:

Alabama Water Pollution Control Authority
c/o Alabama Department of Environmental Management
Post Office Box 301463
Montgomery, Alabama 36130-1463
Attention: Vice-President

If to the Loan Recipient:

Lisa Reeder
Finance Director
City of Dothan
Post Office Box 2128
Dothan, Alabama 36302
Telephone: (334) 615-3140
Facsimile: (334) 615-3149
lhreeder@dothan.org

Each party may notify the others by the same process of any change of such address. Loan requests and disbursements and other routine loan administration matters may be conducted by regular mail.

Section 8.6 No Joint Venture, Etc. Neither the Authority, ADEM or any other state agency or official is a partner, joint venturer, or in any other way a party to the Project or the operation of the System of the Loan Recipient. Neither the Authority, ADEM or any other state agency or official shall be in any way liable or responsible by reason of the provisions hereof, to the Loan Recipient or any third party, for the payment of any claims in connection therewith.

Section 8.7 Assignment. This Agreement may not be assigned by the Loan Recipient without the written consent of the Authority. The Authority may assign the Loan Documents and this Agreement, and any such holder and assignee of same shall succeed to and be possessed of the same rights as the Authority under both to the extent so transferred or assigned.

Section 8.8 Entire Agreement. This Agreement and the Loan Documents contain the entire terms of this Agreement and transaction and may not be changed, waived or discharged in whole or in part, except by written instrument executed by the party sought to be charged therewith.

Section 8.9 Continuity. This Agreement shall be binding upon the successors and assigns of each party and shall inure to their benefit.

Section 8.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

Section 8.11 Appendices. The appendices attached to this Agreement, shall be a part hereof as if set forth in full herein.

Section 8.12 Time of Essence. Time is of the essence of this Agreement.

Section 8.13 Severability. If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, any remaining provisions of this Agreement shall survive and be applied, and together with the void or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

Section 8.14 Payment of Authority Loan Directly to Authority Trustee. The Loan Recipient shall make all payments due on the Authority Loan directly to the Authority Trustee.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in several counterparts, each of which shall be deemed an original but all of which shall be construed as one instrument, and have caused this Agreement to be dated as of July 15, 2016.

CITY OF DOTHAN, ALABAMA

By _____

Its _____

ATTEST:

By _____

Its _____

[SEAL]

**ALABAMA WATER POLLUTION
CONTROL AUTHORITY**

By _____

Its _____

ATTEST:

By _____

Its _____

[SEAL]

**ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT**

By _____

Its _____

ATTEST:

By _____

Its _____

[SEAL]

APPENDIX A

Loan Recipient: **City of Dothan**
P O Box 2128
Dothan, AL 36302

Name and telephone # of contact: **The Honorable Mike Schmitz, Mayor**
334-615-3111

SRF Project #: **CS010292-33**

SRF Trustee#: **703-0126-0**

Date of Commencement of Loan Payment: **February 15, 2017**
(THIS DATE WILL NOT BE EXTENDED OR CHANGED FOR ANY REASON)

Project: **Dothan Omussee Creek WWTP Improvements**

Estimated Date of Completion: **November 1, 2018**

a. Project Fund:	\$41,075,000.00
b. Capitalized Interest:	\$0.00
c. Loan Recipient Share of Finance Expenses:	\$10,000.00
d. Local Loan Expense:	\$0.00
Total Loan Amount:	\$41,085,000.00

APPENDIX B

MBE/WBE Requirements

- I. The project objectives for utilization of Minority Business Enterprises/Women's Business Enterprises are as follows:

Commodities (Supplies)	4% MBE	11% WBE
Contractual (Services)	8% MBE	30% WBE
Equipment	5% MBE	20% WBE
Construction	5% MBE	17% WBE

- II. The Loan Recipient shall take the following six affirmative steps to assure that Minority Business/Women's Business Enterprises are used, when possible, as sources of supplies, construction, and:

1. Including qualified MBE/WBE's on solicitation lists,
2. Assuring that MBE/WBE's are solicited whenever they are potential sources,
3. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of MBE/WBE's,
4. Using the services and assistance of:
 - a. the Office of Small and Minority Business Assistance in the Alabama
 - b. the Minority Business Development Centers, and
 - c. the Department of Transportation (State level) for WBE's.
5. Establishing delivery schedules, where the requirements of the work permit, which will encourage participation of MBE/WBE's, and
6. Requiring each contractor to take the affirmative steps of items 1 through 5 in procuring subcontractors. Documentation of efforts made to utilize MBE/WBE firms should be maintained by all applicants, consulting firms, and construction contractors.

- III. The Loan Recipient agrees to require all successful construction contract bidder(s) to submit to ADEM, with a copy to the Loan Recipient, within 10 days after bid opening, evidence of the preceding positive steps taken to utilize small, minority and women's business in the procurement of subcontracts.

- IV. The Loan Recipient shall not award contracts to any firm that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964, as amended or Executive Order 11246 as amended (Equal Employment Opportunity), or Executive Order 11625 and 12138 (Minority and Women's Business Enterprises).

- V. The Loan Recipient shall require all prime construction contractors to certify that subcontracts have not and will not be awarded to any firm that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964, as amended or Executive Order 11246 as amended (Equal Employment Opportunity), or Executive Order 11625 and 12138 Minority and Women's Business Enterprises).

- VI. The Loan Recipient agrees to comply with all the requirements the 41 CFR Part 60-4, which implements Executive Order 11246, as amended (Equal Employment Opportunity).

- VII. The Loan Recipient agrees to require all construction contractors and their subcontractors to comply with the Affirmative Action Equal Opportunity Clause, Goals and Timetables and the other requirements, if the amount of the contract-subcontract is in excess of \$10,000.

- VIII. The Loan Recipient shall require all contractors on the Project to comply with the Department of Labor's Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL91-956) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

- IX. The Loan Recipient shall comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Act of 1970 (PL 91-646) in regard to acquisition of real property (including easements) for the Project covered by the Authority Loan and any resulting relocation of persons, business and farm operations.

- X. Submission to Federal Requirements: The Loan Recipient acknowledges and agrees that execution of this loan agreement will subject the Loan Recipient to provisions of federal law set out in part in Title VI of the Federal Water Pollution Control Act ("Title VI") and Federal regulations governing State Revolving Funds contained in 40 CFR Part 35, Subpart K. Loan Recipient agrees to comply with such federally imposed requirements, regardless whether expressly set out herein, and further agrees that they may be enforced against Loan Recipient by the Authority, ADEM or the EPA Administrator.

APPENDIX C

Dothan Omussee Creek WWTP Improvements Borrowers Total Loan Cash Flow

Date	Principal	Interest	Payment
2-15-2017	\$1,655,000.00	\$527,257.51	\$2,182,257.51
8-15-2017	\$0.00	\$433,730.00	\$433,730.00
2-15-2018	\$1,690,000.00	\$433,730.00	\$2,123,730.00
8-15-2018	\$0.00	\$415,140.00	\$415,140.00
2-15-2019	\$1,730,000.00	\$415,140.00	\$2,145,140.00
8-15-2019	\$0.00	\$396,110.00	\$396,110.00
2-15-2020	\$1,765,000.00	\$396,110.00	\$2,161,110.00
8-15-2020	\$0.00	\$376,695.00	\$376,695.00
2-15-2021	\$1,805,000.00	\$376,695.00	\$2,181,695.00
8-15-2021	\$0.00	\$356,840.00	\$356,840.00
2-15-2022	\$1,845,000.00	\$356,840.00	\$2,201,840.00
8-15-2022	\$0.00	\$336,545.00	\$336,545.00
2-15-2023	\$1,885,000.00	\$336,545.00	\$2,221,545.00
8-15-2023	\$0.00	\$315,810.00	\$315,810.00
2-15-2024	\$1,930,000.00	\$315,810.00	\$2,245,810.00
8-15-2024	\$0.00	\$294,580.00	\$294,580.00
2-15-2025	\$1,970,000.00	\$294,580.00	\$2,264,580.00
8-15-2025	\$0.00	\$272,910.00	\$272,910.00
2-15-2026	\$2,015,000.00	\$272,910.00	\$2,287,910.00
8-15-2026	\$0.00	\$250,745.00	\$250,745.00
2-15-2027	\$2,060,000.00	\$250,745.00	\$2,310,745.00
8-15-2027	\$0.00	\$228,085.00	\$228,085.00
2-15-2028	\$2,105,000.00	\$228,085.00	\$2,333,085.00
8-15-2028	\$0.00	\$204,930.00	\$204,930.00
2-15-2029	\$2,155,000.00	\$204,930.00	\$2,359,930.00
8-15-2029	\$0.00	\$181,225.00	\$181,225.00
2-15-2030	\$2,200,000.00	\$181,225.00	\$2,381,225.00
8-15-2030	\$0.00	\$157,025.00	\$157,025.00
2-15-2031	\$2,250,000.00	\$157,025.00	\$2,407,025.00
8-15-2031	\$0.00	\$132,275.00	\$132,275.00
2-15-2032	\$2,300,000.00	\$132,275.00	\$2,432,275.00
8-15-2032	\$0.00	\$106,975.00	\$106,975.00
2-15-2033	\$2,350,000.00	\$106,975.00	\$2,456,975.00
8-15-2033	\$0.00	\$81,125.00	\$81,125.00
2-15-2034	\$2,405,000.00	\$81,125.00	\$2,486,125.00
8-15-2034	\$0.00	\$54,670.00	\$54,670.00
2-15-2035	\$2,460,000.00	\$54,670.00	\$2,514,670.00
8-15-2035	\$0.00	\$27,610.00	\$27,610.00
2-15-2036	\$2,510,000.00	\$27,610.00	\$2,537,610.00
Totals:	\$41,085,000.00	\$9,773,307.51	\$50,858,307.51

APPENDIX D

Alabama Water Pollution Control Authority
Montgomery, Alabama

Re: Loan from Alabama Water Pollution Control Authority

Dear Sir:

We have acted as counsel for the City of Dothan, Alabama (the "Loan Recipient"), in connection with a loan made to the Loan Recipient by Alabama Water Pollution Control Authority (the "Authority") pursuant to the Special Authority Loan Conditions Agreement (the "Agreement") among the Authority, Alabama Department of Environmental Management ("ADEM") and the Loan Recipient, dated as of July 15, 2016, and the other documents and proceedings referred to in the Agreement. Capitalized terms not otherwise defined herein shall have the meaning assigned in the Agreement.

We have examined (a) executed counterparts of the Agreement, (b) certified copies of certain authorizing proceedings of the Loan Recipient, (c) the Loan Documents, and (d) such other certificates, proceedings, proofs and documents as we have deemed necessary in connection with the opinions hereinafter set forth.

Based upon the foregoing and upon such investigation as we have deemed necessary we are of the opinion that:

(1) The Loan Recipient has corporate power and authority to enter into and perform the Agreement and to execute and deliver the Loan Documents and to issue the Evidence of Indebtedness. The execution, delivery and performance of the Agreement and the Loan Documents have been duly authorized by all requisite action, and the Agreement and the Loan Documents have been duly executed and delivered by the Loan Recipient.

(2) The Agreement, the Loan Documents and the Evidence of Indebtedness constitute legal, valid and binding obligations of the Loan Recipient and are enforceable against the Loan Recipient in accordance with their respective terms, except as may be limited by (i) bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights, and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding at equity or at law).

(3) No approval, authorization or other action by or filing with any governmental authority is required in connection with the execution and delivery of the Agreement or the Loan Documents by the Loan Recipient.

(4) Neither the execution or delivery of the Agreement or the Loan Documents by the Loan Recipient nor the performance and observance by it of the agreements and covenants on its part therein contained results or will result in a breach of, or constitute a violation of default under, any contract, agreement or other instrument to which the Loan Recipient is a party or by which it is bound, or constitutes or will constitute a breach or violation of any governmental order applicable to the Loan Recipient or any judgment, decree or court order by which the Loan Recipient is bound.

(5) The Loan Recipient has obtained all necessary licenses, franchises and other governmental permits and approvals necessary for the construction and operation of the Project.

(6) To the best of our knowledge, information and belief, after reasonable inquiry, there is no litigation pending or threatened involving any matter referred to in the Agreement or in the Loan Documents.

Very truly yours,

APPENDIX E

I. Requirements under the Consolidated Appropriations Act, 2014 (P.L. 113-76) For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2014 Appropriations Act with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Cynthia Y. Edwards at Edwards.Cynthiay@epa.gov or at 404-562-9340 of EPA, Region 4 Grants and SRF Management Section, for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2014 Appropriations Act, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.
- (ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to

29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2014 Appropriations Act, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often

than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry, and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator, Dorothy Rayfield (rayfield.dorothy@epa.gov, 404-562-9278) concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The

Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that

the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractors or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency

recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor,

shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment

of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S. Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

APPENDIX F

The Contractor acknowledges to and for the benefit of the City of Dothan, Alabama ("Purchaser"), and the Alabama Water Pollution Control Authority (the "State Authority") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State Authority that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State Authority or any damages owed to the State Authority by the Purchaser). While the Contractor has no direct contractual privity with the State Authority, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State Authority.

Ord. No. _____ Authorizing the issuance of the City's General Obligation Warrant in the principal amount of \$41,085,000 continued.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, the city desires to enhance the water distribution system by replacing antiquated watermains and associated appurtenances; and

WHEREAS, bids were received and opened on June 28, 2016 for the North Appletree Street and East Burdeshaw Street Watermain Replacement, and

WHEREAS, L & K Construction Company of Dothan, Alabama submitted the lowest responsible, responsive base bid in the amount of \$131,466.00, and

WHEREAS, \$100,000.00 was provided for contractor replacement of watermains in the Dothan Utilities budget,

WHEREAS, the City Commission desires to contract for said watermain replacement.

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

Section 1. That based upon the recommendation of the Dothan Utilities Director, the City of Dothan appropriate the necessary funds, award the bid, enter into a contract and issue a Notice to Proceed and other related documents to L & K Contracting for the North Appletree Street and East Burdeshaw Street Watermain Replacement for the sum of \$131,466.00, which said agreement follows:

CONTRACT FORM

THIS AGREEMENT, made this 5th day of July, 2016 by
and between City of Dothan, Alabama, herein called "Owner", acting herein through
(Corporate Name of Owner)
its Mayor, and L & K Contracting Co. Inc.
(Title of Authorized Official) (a corporation)
of Houston County of Dothan, 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:

North Appletree Street and East Burdeshaw Street Watermain Replacement

hereinafter called the "Project", for the sum of one hundred thirty-one thousand four hundred sixty-six Dollars (\$ 131,466.00), 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, Dothan Utilities 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 substantially complete the project within 120 consecutive calendar days and finally complete the project within 150 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

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

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

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

(Secretary)

By: _____

(Witness)

(Title)

(Seal)

(Secretary)

(Contractor)

By: _____

(Witness)

(Title)

(Address)

(City, State, Zip Code)

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

NOTICE OF AWARD

Date: July5, 2016

Project: North Appletree Street and East Burdeshaw Street Watermain Replacement

Owner: City of Dothan, Alabama

Contractor: L & K Contracting Co. Inc.
2932 Ross Clark Circle
Dothan, AL 36301

You are notified that your Bid dated June 28, 2016 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for: "North Appletree Street and East Burdeshaw Street Watermain Replacement" awarded on July 5, 2016.

The Contract Price of your Contract is one hundred thirty-on thousand four hundred sixty-six dollars (\$131,466.00).

4 copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Information for Bidders.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Dothan, Alabama
Owner

By: _____

Authorized Signature

Title

NOTICE TO PROCEED

PROJECT: North Appletree Street and East Burdeshaw Street Watermain Replacement

Date: July 5, 2016

To: L & K Contracting Co. Inc.
2932 Ross Clark Circle
Dothan, AL 36301

You are hereby notified to begin WORK on the referenced project on or by _____, 2016.
The contract time is sixty (150) calendar days. Therefore the date of completion of all WORK is
_____, 2016.

OWNER: CITY OF DOTHAN

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above *NOTICE TO PROCEED* is hereby acknowledged by:

This ____ day of _____, 2016

BY: _____

TITLE: _____

Resolution No. _____, entering into an agreement with L & K Construction for the North Appletree Street and East Burdeshaw Street Watermain Replacement, continued.

Section 2. That the sum of \$31,466.00 be appropriated in FY 2016 to the Utility Fund/Dothan Utilities/Water Department/Other Services & Charges/Maintenance Repair-Outside, Account Number 401-8210-582.30-36, Project # 820123 for the North Appletree Street and East Burdeshaw Street Watermain Replacement. This appropriation is to be funded by increasing the Utility Fund/Non-Revenue Resources/Utilization of Fund Balance, Account Number 401-0000-391.01-00 by the sum of \$31,466.00 in Fiscal Year 2016.

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

PASSED, ADOPTED, AND APPROVED ON _____.

Attest:

City Clerk

Mayor

Associate Commissioner-District 1

Associate Commissioner-District 2

Associate Commissioner-District 3

Associate Commissioner-District 4

Associate Commissioner-District 5

Associate Commissioner-District 6

BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, the City of Dothan received bids on April 12, 2016 for Rights-of-Way Maintenance on various routes in Dothan; and

WHEREAS, Asplundh Tree Expert Co., of Saginaw, Alabama, submitted the sole bid in the amount of \$48,403.19 per mowing (bid tabulation attached); and

WHEREAS, staff negotiated a price in the amount of \$31,200.00 per mowing; and

WHEREAS, the bid consisted of Alternate 1 (4 total mowings) in the amount of \$124,800.00 and Alternate 2 (up to 7 total mowings) in the amount of \$218,400.00; and

WHEREAS, upon reviewing the bid and negotiated price, the Public Works Department recommends awarding Alternate 2 (up to 7 total mowings) in the amount of \$218,400.00 for Rights-of-Way Maintenance on various routes in Dothan to Asplundh Tree Expert Co., at the negotiated rate of \$31,200.00 per mowing.

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

Section 1. That upon the recommendation of the Public Works Department, the City of Dothan, award the bid, enter into a contract, and issue a Notice to Proceed to Asplundh Tree Expert Co., for Rights-of-Way Maintenance on various routes in Dothan in the amount of \$218,400.00, which said contract follows:

CONTRACT FORM
Right of Way Maintenance on Various Routes

THIS AGREEMENT, made this _____ day of _____, 20__ , by
and between City of Dothan, Alabama, herein called "Owner," acting herein through its
(Corporate Name of Owner)
Mayor, and Asplundh Tree Expert Co. of Saginaw County of
(Title of Authorized Official) (a corporation)
Shelby, 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:

Right of Way Maintenance on Various Routes
in Dothan, Alabama

hereinafter called the "Project", for the sum of two hundred eighteen thousand, four hundred and 00/100 Dollars (\$218,400.00), 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 each mowing cycle within two (2) consecutive calendar weeks thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$ 100.00 for each consecutive calendar day thereafter that work of any such mowing cycle is not complete.

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

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

(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.

ASPLUNDH

**ASPLUNDH TREE EXPERT CO.
2011 HWY 87, ALABASTER, AL 35007
TELEPHONE: 205-685-4000 * FAX: 205-664-2165**

June 16, 2016

Mr. Jerry Corbin
City of Dothan
P. O. Box 2128
Dothan, AL 36302

RE: Extension of Bid Number: 16-028
Right-of-Way Maintenance

Mr. Corbin:

This letter serves as notification that Asplundh Tree Expert Co. is in agreement to extend the award time of the above reference bid number 16-028 for an additional sixty (60) days.

Below are our Alternate pricings regarding this bid, as per negotiations between you and Don Hogan:

Alternate 1 – 4 Total Mowings:

\$31,200.00 - Thirty-one Thousand Two Hundred and No/100-----dollars

Total per Year (x4 Mowings):

\$124,800.00 – One Hundred Twenty-four Thousand Eight Hundred and No/100-----dollars

Alternate 2 – up to 7 total Mowings:

\$31,200.00 – Thirty-one Thousand Two Hundred and No/100-----dollars

Total per Year (x7 Mowings):

\$218,400.00 – Two Hundred Eighteen Thousand Four Hundred and No/100-----dollars

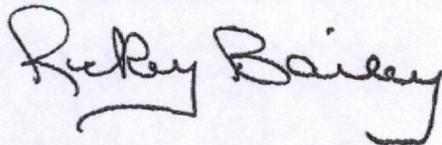
If the above pricing meets with your approval then please sign below and return a copy to our office at your earliest convenience.

If you have any questions or need any further information please feel free to give me a call at (205) 685-4000 or you may contact Supervisor Don Hogan at (334) 201-0776.

Sincerely,

ASPLUNDH TREE EXPERT CO.

CITY OF DOTHAN UTILITIES



Rickey Bailey
Regional Manager

Approved by: _____

Authorized Signature

Printed Name: _____

RB/sls

Date of approval: _____



CITY OF DOTHAN BID TABULATION SHEET

BID # 16-028

<p>Bid Opening Date: 4/12/16 Department: Public Works/Leisure Services Commodity Codes: 988-36, 988-75</p>	<p>Asplundh Tree Expert Co. Saginaw, AL.</p>				
<p>Description</p>					
<p>Right of Way Maintenance:</p>					
<p>Alternate 1: Four (4) Total Mowings:</p>					
<p>Total Per Mowing: \$</p>	<p>48,403.19</p>				
<p>Total per Year (X 4 Mowings): \$</p>	<p>193,612.76</p>				
<p>Alternate 2: Up to Seven (7) Total Mowings:</p>					
<p>Total Per Mowing: \$</p>	<p>48,403.19</p>				
<p>Total per Year (X 7 Mowings): \$</p>	<p>338,822.33</p>				

DESCRIPTION:

Right of Way Maintenance on Various Routes in Dothan, AL.

DEPARTMENT APPROVAL/COMMENTS:

APPROVED: _____ Purchasing Agent

Resolution # _____

Dated _____

Returned to Department _____

Res. No. _____, entering into contract with Asplundh Tree Expert Co., for Rights of Way Maintenance on various routes in Dothan, continued.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

Mayor

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

RESOLUTION NO. _____

WHEREAS, the City of Dothan desires to participate with the State of Alabama Department of Transportation (ALDOT) to provide periodic mowing of the rights-of-way of various state routes within the City limits; and

WHEREAS, the City will provide said mowing with a combination of force account work and contracted services; and

WHEREAS, ALDOT will continue to also provide periodic mowing of said various state routes; and

WHEREAS, ALDOT and the City wish to enter into a cooperative maintenance agreement for the purposes stated herein.

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 enter into a cooperative agreement with ALDOT for the periodic mowing of the rights-of-way of various state routes within the City Limits, which said agreement follows:

**ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR THE COOPERATIVE MAINTENANCE
OF PUBLIC RIGHT OF WAY**

County: Houston Permit Number _____

Milepost: see segment descriptions below Route Number Various. see segment descriptions below

Resolution Number _____

Associated Permits and/or Documents _____

THIS AGREEMENT, entered into this the ____ day of _____, 20____, between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and the City of Dothan herein referred to as the APPLICANT in an effort to secure a more pleasing appearance on the roadside for all of these segments lengths and widths as described:

SR-210 (Ross Clark Circle) (Right of Way to Right of Way) M.P. 0 - M.P.13.766;

SR-12 (US-84 East) from SR-210 to City Limit. (Right of Way to Right of Way) M.P. 211.98 to M.P. 214.142;

SR-1 (US-431) from SR-210 to City Limit. (Right of Way to Right of Way) M.P. 17.84 to M.P. 20.684

SR-53 (US-231 North) from SR-210 to City Limit. (Right of Way to Right of Way) M.P. 24.0 to M.P. 27.703;

SR-12 (US-84 West) from SR-210 to City Limit. (Right of Way to Right of Way) M.P. 207.595 to M.P. 203.003;

SR-1 (US-231 South) from SR-210 to City Limit. (Right of Way to Right of Way) M.P. 13.264 to M.P. 10.846.

The APPLICANT agrees to maintain the vegetative cover for the segments and widths described above by means of mowing with a flail or rotary mower and hand trimming such that a clean and attractive appearance is obtained. Mowing operations shall be conducted when the height of vegetative cover reaches N/A inches and rescheduled in accordance with the planned frequency. In the event that shrubs and/or minor trees are planted within the area, trimming around the plant materials shall be done in conjunction with mowing to obtain a clean and attractive appearance. Clippings or other incidental debris (such as branches, trash, etc.) shall be removed if mounding of the clippings or other incidental debris occurs.

In accepting the above, ALDOT and the APPLICANT agree to do the following:

1. The APPLICANT will see that adequate sight distances are maintained for maximum public safety; otherwise ALDOT reserves the right to remedy this situation in the most expedient manner.
2. ALDOT is not responsible for the safety of the individual involved or taking part in this work during maintenance operations. Signs used must be in accordance with the latest version of the MUTCD currently in use by ALDOT.

3. If ALDOT construction (repair of drainage and traffic structures, crossovers and other minor construction) is done in the subject area, it will be the responsibility of ALDOT to establish a stand of vegetative cover if deemed necessary by ALDOT and then the APPLICANT's responsibility to maintain the vegetative cover as stipulated herein. In the event of major construction in the subject area, this Agreement shall be voided at a time designated by ALDOT.
4. All work shall be subject to the inspection and approval of ALDOT. Description of the proposed work must accompany this and any associated proposal. Should the APPLICANT fail to conform to the provisions of the Agreement, such failure shall be grounds for termination and shall be cause for ALDOT to assume the maintenance at the APPLICANT's expense and/or remove the work and restore the right-of-way to ALDOT's discretion at the expense of the APPLICANT. The APPLICANT agrees to pay ALDOT all such costs as a result. ALDOT shall provide thirty (30) days notice, in writing, of any termination.
5. A copy of this Agreement must be kept by all parties that sign the Agreement. The State of Alabama does not grant APPLICANT any right, title, or claim on any highway right-of-way.
6. The APPLICANT agrees to store no equipment, branches, mounds of clippings or plant debris of any kind or any other material on the shoulders of pavement and in the case of multi-lane highways, in the median strips. The pavement will be kept free from waste (clippings, mud and other debris) and equipment.
7. This Agreement is executed with the understanding that it is not valid until the APPLICANT has complied with all existing ordinances, laws and zoning boards that have jurisdiction in the county, city or municipality.
8. The APPLICANT will provide litter pick up as needed to insure a pleasing appearance along the roadside.
9. The APPLICANT may perform any herbicide treatments necessary to maintain the appearance of the roadside with written permission from ALDOT. This includes but is not limited to concrete islands, median barriers, curbs, and other structures. Herbicide treatments shall conform to the guidelines found in the current edition of *Chapter IV: ALDOT Herbicide Treatment Recommendations*; and be applied by an individual in possession of a current Commercial Applicator Permit (ROW category) issued by the Alabama Department of Agriculture & Industries. Daily application reports shall be made available for review by ALDOT upon request.

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

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

_____ If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

_____ If the applicant is county government then:

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

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

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

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

the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

11. The APPLICANT agrees to provide pruning and/or trimming of plants in any existing or newly landscaped areas.
12. No new installation or removal of plantings is allowed on the right-of-way under this agreement.
13. The APPLICANT may perform adequate dressing and street sweeping on the routes included in this agreement which have curbs and gutters, maintaining a clean and attractive appearance of the roadway. If street sweeping is conducted, gutters shall be kept free of debris.

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

Name of APPLICANT:

WITNESS:

BY _____
Name and Title Date

BY _____
Name and Title Date

BY _____
Name and Title Date

Telephone Number

RECOMMENDED FOR APPROVAL:

District Manager Date

Area Operations Engineer Date

Region Engineer Date

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

By: _____
Maintenance / Region / Area Operations Engineer

Date: _____

Res. No. _____, enter into a cooperative agreement with ALDOT for the periodic mowing of the rights-of-way of various state routes within the City Limits, continued.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, The City of Dothan by Resolution 2015-15 on January 20, 2015, awarded the bid and entered into a contract with J & P Construction Co. Inc. of Tuscaloosa, Alabama, who submitted the lowest responsible, responsive bid for the Sludge Dewatering Facility Upgrade, in the total amount of \$1,642,000.00, and

WHEREAS, actual project conditions resulted in the decrease and increase of various bid item quantities, and

WHEREAS, Change Order #1 (Summary) resulting in a total deduct amount of \$35,374.50 is being requested with a completion date of January 31, 2016.

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

Section 1. That based upon the recommendation of Polyengineering, Inc. and the Dothan Utilities Director, the City of Dothan approve Change Order #1 (Summary) to deduct \$35,374.50 from the original contract amount, resulting in a final contract price of \$1,606,625.50, which said change order follows:

CONTRACT CHANGE ORDER

Project: Sludge Dewatering Facility Upgrade
 Little Choctawhatchee Wastewater
 Treatment Facility
 Dothan Bid No. 14-082

Change Order No.: 1 (Summary)

Date: May 20, 2016

Job No.: 12-346

Owner: City of Dothan, Alabama

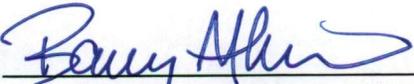
To: J & P Construction Co., Inc.

You are hereby requested to comply with the following changes from the contract plans and specifications:

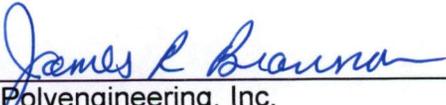
ITEM NO. (1)	DESCRIPTION OF CHANGES-QUANTITIES, UNITS, UNIT PRICES, CHANGE IN COMPLETION SCHEDULE, ETC. (2)	DECREASE IN CONTRACT PRICE (3)	INCREASE IN CONTRACT PRICE (4)
1.	Contract Award Amount: \$1,642,000 See Attached Summary	\$ 35,374.50	
	Change in contract price due to this Change Order:		
	Total decrease	\$ 35,374.50	
	Total increase		\$ _____
	Difference between Col. (3) and (4):	35,374.50	
	Net change in contract price	\$ 35,374.50	\$ _____

The sum of \$35,374.50 is hereby deducted from the contract award amount, and the total adjusted contract price to date thereby is \$1,606,625.50.

The time provided for completion shall be unchanged. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Accepted by:  _____ Date 6/13/16

J & P Construction Co., Inc.

Recommended by:  _____ Date 6/15/16

Polyengineering, Inc.

Approved by: _____ Date _____

City of Dothan, Alabama

REQUEST AND JUSTIFICATION FOR CHANGE

1. Necessity for change:

To finalize project costs.

2. Is proposed change an alternate bid? Yes No

3. Will proposed change alter the size of the project? Yes No

If yes, explain.

4. Effect of this change on other prime contractors:

None.

5. Has consent of surety been obtained? Yes Not necessary

6. Will this change affect expiration or extent of insurance coverage? Yes No
If yes, will the policies be extended? Yes No

7. Effect on operation and maintenance costs:

The additions will improve operation and maintenance of the Sludge Dewatering Facility located at the Little Choctawhatchee Wastewater Treatment Facility.

City of Dothan, Alabama

Date

**SUMMARY OF ADDITIVES/DELETIONS TO PROJECT
CHANGE ORDER NO. 1 (SUMMARY)
SLUDGE DEWATERING FACILITY UPGRADE
LITTLE CHOCTAWHATCHEE WASTEWATER TREATMENT FACILITY
DOTHAN BID NO. 14-082
ENGINEER'S PROJECT NO. 12-346
MAY 20, 2016**

1.	Adding Check Valves to Discharge Side of Sludge Pumps	\$4,554.00
2.	Additional Concrete for Flared End Sections for Scales Entry/Exit	12,206.00
3.	Additional Asphalt Paving to Tie Existing Drive to Scales	7,486.00
4.	Additional 3" D.I.P. and Fittings to Separate Screw Presses	4,760.00
5.	Modify Control Panel Programming to Accommodate Shut Down Wash Cycles	4,519.50
6.	Delete Cost of Temporary Belt Press	(6,900.00)
7.	Delete Additive Alternate No. 2 from Bid	(136,000.00)
8.	Add Additive Alternate No. 3 to Bid	<u>74,000.00</u>

NET DEDUCTION TO CONTRACT

(\$35,374.50)

Resolution No. _____ Approving Change Order #1 (Summary) for J & P Construction Co., Inc. of Tuscaloosa, Alabama, continued.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

Mayor

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

RESOLUTION NO. _____

WHEREAS, the City of Dothan entered into contract with Bill Lunsford Construction & Development, Inc. for the Microbial Remediation at Central Fire Station Project in the amount of \$75,000.00 per Resolution No. 2016-100; and

WHEREAS, additional equipment needed to be cleaned that was not included in the original scope of work which resulted in the need for a change order to increase the contract by \$1,875.00.

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 executes the Final Summary Change Order for a net increase of \$1,875.00 and a final amount of \$76,875.00 for the contract with Bill Lunsford Construction & Development, Inc., which said change order follows:

CONTRACT CHANGE ORDER

Change Order No. 1 Date May 9, 2016 Job Number 1608

TO: City of Dothan 126 N., Saint Andrews St. Dothan, AL 36303	PROJECT: Microbial Remediation at Central Fire Station Dothan, AL
--	--

TERMS: You are hereby authorized, subject to the provisions of your Contract for this project, to make the following changes thereto in accordance with your proposal(s) dated: 5/9/16

FURNISH the necessary labor, materials, and equipment to:

Clean exhaust fan in bathroom & laundry room

ORIGINAL CONTRACT SUM:	<u>\$75,000.00</u>
NET TOTAL OF PREVIOUS CHANGE ORDERS	<u>\$0.00</u>
PREVIOUS REVISED CONTRACT SUM	<u>\$75,000.00</u>
THIS CHANGE ORDER WILL <input checked="" type="checkbox"/> INCREASE <input type="checkbox"/> DECREASE	
THE CONTRACT SUM BY	<u>\$1,875.00</u>
REVISED CONTRACT SUM, INCLUDING THIS CHANGE ORDER	<u>\$76,875.00</u>

EXTENSION OF TIME resulting from this Change Order None (Insert "None" or No. of days)

The owner does hereby certify that this Change Order was executed in accordance with the provisions of Title 39, Code of Alabama. 1975, as amended

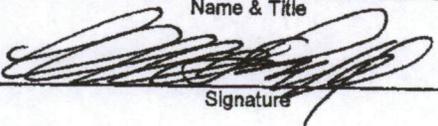
CONTRACTING PARTY
Bill Lunsford Construction & Development, Inc.

APPROVALS
City of Dothan

Contractor

William A. Lunsford, President

Name & Title



Signature

Awarding Authority

Name & Title

Signature

Res. No. _____, executing the Final Summary Change Order with Bill Lunsford Construction & Development, Inc. continued.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

Mayor

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

RESOLUTION NO. _____

WHEREAS, the City of Dothan has entered into an agreement with the State of Alabama for Downtown Streetscape, Sidewalk Improvements to North Oates Street, Project No. TAPOA-TA13(916) through Resolution No. 2013-412; and,

WHEREAS, the City of Dothan received bids on December 16, 2014, for Downtown Streetscape, Sidewalk Improvements to North Oates Street, Project No. TAPOA-TA13(916); and,

WHEREAS, by Resolution Number 2015-13, the City entered into contract with Triple J Construction, LLC for Downtown Streetscape, Sidewalk Improvements to North Oates Street in the amount of \$301,581.00; and

WHEREAS, Supplemental Agreement No. 1 that required removing concrete driveways not meeting ADA tolerances, resulted in a cost increase in the amount of \$14,362.50; and

WHEREAS, the final adjustment of quantities resulted in a cost increase in the amount of \$38,723.80.

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 approves Supplemental Agreement No. 1 (\$14,362.50) and the Final Summary Change Order (\$38,723.80) with Triple J Construction, LLC, for the Downtown Streetscape, Sidewalk Improvements to North Oates Street, which increases the total contract cost in the amount of \$53,086.30 making the final adjusted contract price \$354,667.30 and which said documents follow:

SUPPLEMENTAL AGREEMENT

Number 1

March 31, 2015

Date

This agreement is made and entered into by and between The City of Dothan, Alabama and Triple J Construction, LLC, Contractor, as an amendment to a contract made between these parties on the 20th day of January, 2015, for the construction of N Oates Sidewalk Improvments, Project No. TAPOA-TA13(916) in Houston County, Alabama; and whereas Auto-Owners Insurance Company is Surety therefore; Witnesseth:

WHEREAS, certain items of construction encountered necessary to the project are not covered by the original contract on the on the above project, and WHEREAS, the following items of work, constitute that which is to be performed by the contractor under this supplemental agreement, to-wit:

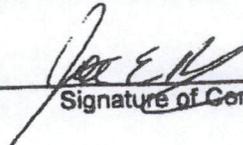
Item No.	Description	Quantity	Units	Unit Price	Amount
618B003	Concrete Driveway, 6" Thick (Includes Wire Mesh)	191.5	SY	\$75.00	\$14,362.50
Total:					\$14,362.50

ok
LBB

In consideration of the changes set forth in this supplemental agreement, a time extension of 5 days is granted for completion of the project.

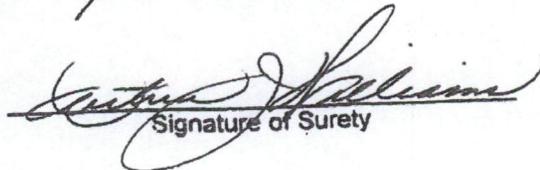
NOW, THEREFORE, the parties to the original contract above mentioned do hereby agree that the original contract be and is hereby amended by this supplemental agreement consisting of the above mentioned items of work and prices, and agree that this supplemental agreement is hereby made a part of the original contract on the above project to be performed under the Specifications thereof, and that the original contract is in full force and effect except so far as it is amended by this supplemental agreement. The Surety on the performance bond of the original contract joins in the execution of this supplemental agreement in recognition and agreement that all bonds executed by the Surety in connection with the original contract are further applicable to this supplemental agreement which is hereinabove made a part of the original contract.

IN WITNESS WHEREOF, the three parties hereto have executed this agreement by those persons duly authorized to execute same, to be effective when all parties have signed.

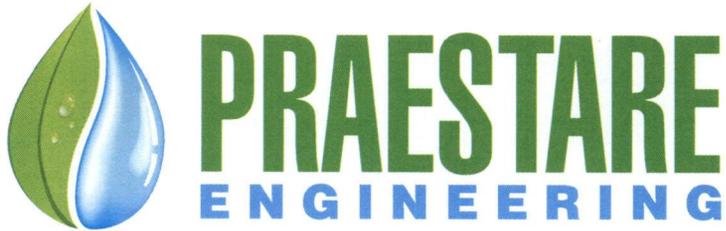


Signature of Contractor

Signature of Mayor or Agency Representative



Signature of Surety



June 16, 2016

Mr. L. Bart Barefoot, P.E.
Engineering Services Director
City of Dothan
P.O. Box 2128
Dothan, Alabama 36302-2128

Re: Project No. TAPOA-TA13(916)
North Oates Street Sidewalk Improvements
City of Dothan, Alabama

Dear Mr. Barefoot:

The Final Contract Change Order for the above referenced projects is enclosed. The total increase for the sidewalk improvements are as follows:

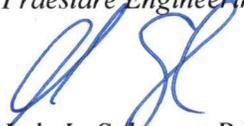
Supplemental Agreement #1	\$14,362.50	Removal of Existing Non-ADA Driveways
Final Plan Quantities	\$38,723.80	Additional Work as Required and Requested
TOTAL	\$53,086.30	

This work was required by ALDOT for ADA compliance to structures not included in the original scope of work. Also a large portion was required for the modified area around the Magistrate Office and the law office located at the West Adams intersection.

If you have any questions, please feel free to call me at (334) 699-8703.

Sincerely,

Praestare Engineering, Inc.



Jody L. Solomon, P.E.

Enclosed: Final Contract Change Order
Final Project Quantities

CONTRACT CHANGE ORDER		ORDER NO. Final
		DATE June 10, 2016
CONTRACT FOR: North Oates Street Sidewalk Improvements - TAPOA-TA13(916)		STATE Alabama
OWNER City of Dothan, Alabama		COUNTY Houston
TO: Triple J Construction		
You are hereby requested to comply with the following changes from the contract plans and specifications.		
DESCRIPTION OF CHANGES	DECREASE in Contract Price	INCREASE in Contract Price
1. Final Project Quantities on North Oates Street Sidewalk Improvements (See Final Quantities)		\$38,723.80
NET CHANGE IN CONTRACT PRICE		\$38,723.80

Original Contract Price:	\$301,581.00
INCREASE/DECREASE from previously approved Change Orders:	\$14,362.50
Contract Price prior to this Change Order:	\$315,943.50
INCREASE of this Change Order:	\$38,723.80
CONTRACT PRICE INCORPORATING THIS CHANGE ORDER:	\$354,667.30
Original Contract Time:	85 Days
Extension of contract time due to extra work and contract over-run:	5 Days
REVISED CONTRACT TIME INCORPORATING THIS CHANGE ORDER:	90 Days
Total days used in contract:	90 Days
Total days over-run of contract time limit:	0 Days

This document will become a supplement to the contract and all provisions will apply hereto.

Requested By: Triple J Construction
(Contractor)

June 10, 2016
(Date)

Recommended By: Praestare Engineering
(Owner's Engineer)

June 10, 2016
(Date)

Accepted By: City of Dothan
(Owner)

June 10, 2016
(Date)

City of Dothan of Houston County
Governing Board

ESTIMATE OF WORK PERFORMED AND EXPENDITURES

Location North Oates Sidewalk Improvements Project No. TAPOA-TA13(916)

For Period as Listed from Beginning to End Estimate No. FINAL QUANTITIES

ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT PRICE	PLAN QTY		FINAL QTY	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
206C000	Removing Concrete Sidewalks	SY	\$20.00	241.0	\$4,820.00	283.2	\$5,664.00
20D000	Removing Pipe	LF	\$10.00	10.0	\$100.00	6.0	\$60.00
206D002	Removing Curb	LF	\$5.00	400.0	\$2,000.00	367.0	\$1,835.00
206E042	Removing Inlets (Partial)	EA	\$500.00	2.0	\$1,000.00	2.0	\$1,000.00
210A000	Unclassified Excavation	CY	\$20.00	61	\$1,220.00	35	\$700.00
210D021	Borrow Excavation (Loose Truckbed Measurement)	CY	\$40.00	5	\$200.00		\$0.00
301A072	Granular Soil Base Course, Type B, Road Mixed, 6" Thickness	SY	\$15.00	285	\$4,275.00	298	\$4,470.00
424A340	Superpave Bituminous Concrete, Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B	TON	\$1,000.00	2.75	\$2,750.00		\$0.00
600A000	Mobilization	LS	\$10,000.00	1.00	\$10,000.00	1.00	\$10,000.00
605C001	Special 4" Diameter Drain Pipe	LF	\$20.00	10.00	\$200.00		\$0.00
618A002	Concrete Sidewalk, 4" Thick (Includes Brick Paver)	SY	\$140.00	241.00	\$33,740.00	405.00	\$56,700.00
618C000	Truncated Dome Retrofit	SF	\$50.00	60	\$3,000.00	48	\$2,400.00
620A000	Minor Structure Concrete	CY	\$1,000.00	6.00	\$6,000.00	12.74	\$12,740.00
621C161	Pedestrian Inlet Frame & Grate USF 4132-6001 or Equal	EA	\$1,500.00	2	\$3,000.00	2	\$3,000.00
623B002	Concrete Curb, Type A	LF	\$20.00	457.0	\$9,140.00	438.0	\$8,760.00
623B012	Concrete Curb, 12"x12" Type N (As Shown in Brick Sidewalk Detail)	LF	\$24.00	394.0	\$9,456.00	549.0	\$13,176.00
650A000	Topsoil	CY	\$50.00	8	\$400.00		\$0.00
654A003	Solid Sodding (Centipede)	SY	\$10.00	46.0	\$460.00		\$0.00
665Q002	Wattle	LF	\$10.00	60	\$600.00		\$0.00
680A001	Geometric Controls	LS	\$1,000.00	1	\$1,000.00	1	\$1,000.00
740B000	Construction Signs	SF	\$10.00	489.0	\$4,890.00	474.0	\$4,740.00
740D000	Channelizing Drums	EA	\$50.00	25	\$1,250.00	25	\$1,250.00
740E000	Cones (36 Inches High)	EA	\$10.00	25	\$250.00	12	\$120.00
740I005	Warning Lights, Type B (Detachable Head)	EA	\$50.00	25	\$1,250.00	24	\$1,200.00
740M001	Ballast for Cones	EA	\$2.00	25	\$50.00		\$0.00
741C010	Portable Sequential Arrow and Chevron Sign Unit	EA	\$3,000.00	1	\$3,000.00	1	\$3,000.00
TOTAL OF BASE BID ITEMS				\$104,051.00		\$131,815.00	

ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT PRICE	PLAN QTY		FINAL QTY	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
ADDITIVE ALTERNATE NO. 1							
206C000	Removing Concrete Sidewalks	SY	\$20.00	182.0	\$3,640.00	251.6	\$5,032.00
206D002	Removing Curb	LF	\$10.00	299.0	\$2,990.00	360.0	\$3,600.00
210A000	Unclassified Excavation	CY	\$20.00	53	\$1,060.00	26	\$520.00
210D021	Borrow Excavation (Loose Truckbed Measurement)	CY	\$40.00	5	\$200.00		\$0.00
301A072	Granular Soil Base Course, Type B, Road Mixed, 6" Thickness	SY	\$15.00	250	\$3,750.00	208	\$3,120.00
424A340	Superpave Bituminous Concrete, Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B	TON	\$1,000.00	2.50	\$2,500.00	2.36	\$2,360.00
618A002	Concrete Sidewalk, 4" Thick (Includes Brick Paver)	SY	\$140.00	182.00	\$25,480.00	285.00	\$39,900.00
618C000	Truncated Dome Retrofit	SF	\$50.00	40	\$2,000.00	32	\$1,600.00
620A000	Minor Structure Concrete	CY	\$1,000.00	4.00	\$4,000.00	5.77	\$5,770.00
623B002	Concrete Curb, Type A	LF	\$20.00	299.0	\$5,980.00	417.0	\$8,340.00
623B012	Concrete Curb, 12"x12" Type N (As Shown in Brick Sidewalk Detail)	LF	\$24.00	346.0	\$8,304.00	362.0	\$8,688.00
650A000	Topsoil	CY	\$50.00	4	\$200.00		\$0.00
665Q002	Wattle	LF	\$10.00	30	\$300.00		\$0.00
680A001	Geometric Controls	LS	\$1,000.00	1	\$1,000.00	1	\$1,000.00
TOTAL OF ADDITIVE ALTERNATE NO. 1 ITEMS				\$61,404.00		\$79,930.00	
ADDITIVE ALTERNATE NO. 2							
205A001	Removal of Structures, Structure 1 (STA 11+58 L)	EA	\$300.00	1.0	\$300.00	2.0	\$600.00
205A002	Removal of Structures, Structure 2 (STA 11+62 L)	EA	\$300.00	1.0	\$300.00	1.0	\$300.00
206C000	Removing Concrete Sidewalks	SY	\$20.00	213.0	\$4,260.00	208.3	\$4,166.00
206C010	Removing Concrete Driveway	SY	\$20.00	10.0	\$200.00	287.0	\$5,740.00
206D002	Removing Curb	LF	\$5.00	380.0	\$1,900.00	300.0	\$1,500.00
206E042	Removing Inlets (Partial)	EA	\$500.00	2.0	\$1,000.00	1.0	\$500.00
210A000	Unclassified Excavation	CY	\$20.00	61	\$1,220.00	17	\$340.00
210D021	Borrow Excavation (Loose Truckbed Measurement)	CY	\$40.00	5	\$200.00		\$0.00
301A072	Granular Soil Base Course, Type B, Road Mixed, 6" Thickness	SY	\$15.00	282	\$4,230.00	169	\$2,535.00
424A340	Superpave Bituminous Concrete, Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B	TON	\$1,000.00	2.75	\$2,750.00	0.79	\$790.00
618A002	Concrete Sidewalk, 4" Thick (Includes Brick Paver)	SY	\$140.00	213.00	\$29,820.00	128.37	\$17,971.80
618C000	Truncated Dome Retrofit	SF	\$50.00	40	\$2,000.00	16	\$800.00
620A000	Minor Structure Concrete	CY	\$1,000.00	2.50	\$2,500.00	4.97	\$4,970.00

ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT PRICE	PLAN QTY		FINAL QTY	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
ADDITIVE ALTERNATE NO. 2 (CONTINUED)							
621C121	Pedestrian Inlet Frame & Grate USF 4132-6001 or Equal	EA	\$1,500.00	2	\$3,000.00	2	\$3,000.00
623B002	Concrete Curb, Type A	LF	\$20.00	380.0	\$7,600.00	282.0	\$5,640.00
623B012	Concrete Curb, 12"x12" Type N (As Shown in Brick Sidewalk Detail)	LF	\$24.00	391.0	\$9,384.00	390.0	\$9,360.00
650A000	Topsoil	CY	\$50.00	4	\$200.00		\$0.00
654A003	Solid Sodding (Centipede)	SY	\$10.00	66.0	\$660.00		\$0.00
665Q002	Wattle	LF	\$10.00	30	\$300.00		\$0.00
680A001	Geometric Controls	LS	\$1,000.00	1	\$1,000.00	1	\$1,000.00
TOTAL OF ADDITIVE ALTERNATE NO. 2 ITEMS				\$72,824.00		\$59,212.80	
ADDITIVE ALTERNATE NO. 3							
206C000	Removing Concrete Sidewalks	SY	\$20.00	165.0	\$3,300.00	237.2	\$4,744.00
206D002	Removing Curb	LF	\$5.00	305.0	\$1,525.00	305.0	\$1,525.00
210A000	Unclassified Excavation	CY	\$20.00	48	\$960.00	21	\$420.00
210D021	Borrow Excavation (Loose Truckbed Measurement)	CY	\$40.00	5	\$200.00		\$0.00
301A072	Granular Soil Base Course, Type B, Road Mixed, 6" Thickness	SY	\$15.00	225	\$3,375.00	165	\$2,475.00
424A340	Superpave Bituminous Concrete, Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B	TON	\$1,000.00	2.15	\$2,150.00		\$0.00
618A002	Concrete Sidewalk, 4" Thick (Includes Brick Paver)	SY	\$140.00	165.00	\$23,100.00	185.00	\$25,900.00
618C000	Truncated Dome Retrofit	SF	\$50.00	40	\$2,000.00	64	\$3,200.00
620A000	Minor Structure Concrete	CY	\$1,000.00	4.00	\$4,000.00	6.04	\$6,040.00
623B002	Concrete Curb, Type A	LF	\$20.00	305.0	\$6,100.00	361.0	\$7,220.00
623B012	Concrete Curb, 12"x12" Type N (As Shown in Brick Sidewalk Detail)	LF	\$24.00	308.0	\$7,392.00	322.0	\$7,728.00
650A000	Topsoil	CY	\$50.00	3	\$150.00		\$0.00
654A003	Solid Sodding (Centipede)	SY	\$10.00	35.0	\$350.00		\$0.00
665Q002	Wattle	LF	\$10.00	30	\$300.00		\$0.00
680A001	Geometric Controls	LS	\$1,000.00	1	\$1,000.00	1	\$1,000.00
TOTAL OF ADDITIVE ALTERNATE NO. 3 ITEMS				\$55,902.00		\$60,252.00	

ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT PRICE	PLAN QTY		FINAL QTY	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
SUPPLEMENTAL AGREEMENT NO. 1							
618B003	Concrete Driveway, 6" Thick (Includes Wire Mesh)	SY	\$75.00	191.5	\$14,362.50	150.1	\$11,257.50 ✓
TOTAL OF SUPPLEMENTAL AGREEMENT NO. 1 ITEMS				\$14,362.50		\$11,257.50 ✓	
Total of Reimbursable Items in Base Bid Plus Additive Alternates				\$294,181.00 ✓		\$331,209.80 ✓	
Total of Reimbursable Items in Base Bid Plus Additive Alternates Plus Supplemental Agreement No. 1				\$308,543.50 ✓		\$342,467.30 ✓	

City of Dothan of Houston County
Governing Board

ESTIMATE OF WORK PERFORMED AND EXPENDITURES

Location North Oates Sidewalk Improvements Project No. TAPOA-TA13(916)
For Period as Listed from Beginning to End Estimate No. FINAL QUANTITIES

ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT PRICE	PLAN QTY		FINAL QTY	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
NON-REIMBURSABLE ITEMS							
522A000	Manhole Covers Reset	EA	\$500.00	1	\$500.00	2	\$1,000.00
541R510	3/4" Water Meter and Box Reset	EA	\$500.00	11	\$5,500.00	20	\$10,000.00
641S500	Valve Box Reset	EA	\$100.00	4	\$400.00	2	\$200.00
	Ring and Cover for Gas Structure USF 1265-E	EA	\$1,000.00	1	\$1,000.00	1	\$1,000.00
TOTALS					\$315,943.50 ✓		\$354,667.30 ✓



CITY OF DOTHAN BID TABULATION SHEET

BID # 16-046

Bid Opening Date: 6/28/16 Department: Dothan Utilities Commodity Codes: 913-60 Description	Quantity More or Less	Unit of Measure	Blakenship Blakenship Contracting, Inc. Dothan, AL.		L & K Construction Dothan, AL.		Klupal Contracting, Inc. Dothan, AL.	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
North Appletree Street & East Burdeshaw Street Watermain Replacement, per City of Dothan Bid Specifications:								
1. Project Layout & Record Drawings:	1	LS	\$ 8,068.69	\$ 8,068.69	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00
2. Mobilization, Bonds & Insurance: (Maximum of 5% of Bid)	1	LS	\$ 25,000.00	\$25,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00
3. 2" SDR-21 Class 200 Slip On PVC:	1,582	LF	\$ 21.93	\$34,693.26	\$ 13.00	\$ 20,566.00	\$ 38.50	\$ 60,907.00
4. Fire Hydrant Assemblies-Complete:	1	EA	\$ 5,492.00	\$ 5,492.00	\$ 4,000.00	\$ 4,000.00	\$ 4,668.00	\$ 4,668.00
5. Fire Hydrant Removal-as described:	1	EA	\$ 1,150.00	\$ 1,150.00	\$ 1,000.00	\$ 1,000.00	\$ 600.00	\$ 600.00
6. 1" Copper Service (long)-as described:	8	EA	\$ 2,115.00	\$16,920.00	\$ 1,000.00	\$ 8,000.00	\$ 2,435.00	\$ 19,480.00
7. 1" Copper service (short)- as described::	10	EA	\$ 1,043.00	\$10,430.00	\$ 600.00	\$ 6,000.00	\$ 700.00	\$ 7,000.00
8. Lump Sum Item #1-Tie in at E. Adams::	1	LS	\$ 3,279.25	\$ 3,279.25	\$ 6,000.00	\$ 6,000.00	\$ 4,320.00	\$ 4,320.00
9. Lump Sum Item #2-Tie in at E. Burdeshaw:	1	LS	\$ 3,824.00	\$ 3,824.00	\$ 7,000.00	\$ 7,000.00	\$ 5,235.00	\$ 5,235.00
10. Lump Sum Item #3-Tie in at E. Newton:	1	LS	\$ 3,001.00	\$ 3,001.00	\$ 5,500.00	\$ 5,500.00	\$ 3,700.00	\$ 3,700.00

DESCRIPTION:
Water Main Replacement North Appletree Street & East Burdeshaw Street
Legend : LS-Lump Sum; LF-Linear Feet; EA-Each; MJDI-Mechanical Joint Ductile Iron; CY-Cubic Yard

Charlotte Tomford
Purchasing Agent

DEPARTMENT APPROVAL/REMARKS:
Recommendation is made to award bid to the lowest responsive bidder as shown.
Dick Mayo - 29 JUNE 2016

Resolution #
Dated
Returned to Department
6/29/16



CITY OF DOTHAN BID TABULATION SHEET

BID # 16-046

Bid Opening Date: 6/28/16 Department: Dothan Utilities Commodity Codes: 913-60 Description	Quantity More or Less	Unit of Measure	Blakenship Blakenship Contracting, Inc. Dothan, AL.		L & K Construction Dothan, AL.		Klupal Contracting, Inc. Dothan, AL.	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
North Appletree Street & East Burdeshaw Street Watermain Replacements, per City of Dothan Bid Specifications:								
11. Lump Sum Item #4-Tie in at Central Fire Station:	1	LS	\$ 2,925.00	\$ 2,925.00	\$ 4,000.00	\$ 4,000.00	\$ 3,680.00	\$ 3,680.00
12. Lump Sum Item #5-Tie in at N. College Street:	1	LS	\$ 3,291.00	\$ 3,291.00	\$ 4,500.00	\$ 4,500.00	\$ 3,750.00	\$ 3,750.00
13. Lump Sum Item #6-Bore Under E. Burdeshaw Street:	1	LS	\$ 3,710.00	\$ 3,710.00	\$ 750.00	\$ 750.00	\$ 2,775.00	\$ 2,775.00
14. Lump Sum Item #7-Bore Under N. Appletree Street:	1	LS	\$ 3,577.00	\$ 3,577.00	\$ 750.00	\$ 750.00	\$ 2,775.00	\$ 2,775.00
15. Lump Sum Item #8-Bore Under E. Newton Street:	1	LS	\$ 3,577.00	\$ 3,577.00	\$ 750.00	\$ 750.00	\$ 2,775.00	\$ 2,775.00
16. Sidewalk Removal and Replacement:	1	LS	\$116,000.00	\$ 116,000.00	\$45,000.00	\$ 45,000.00	\$40,801.00	\$ 40,801.00
17. Hydrostatic Test/Sample Points:	3	EA	\$ 545.00	\$ 1,635.00	\$ 750.00	\$ 2,250.00	\$ 735.00	\$ 2,205.00
18. 2" 45° MJDI Bends and Blocking:	8	EA	\$ 262.00	\$ 2,096.00	\$ 300.00	\$ 2,400.00	\$ 240.00	\$ 1,920.00
19. Abandon Existing Watermains:	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Total Bid:				\$ 252,169.20		\$ 131,466.00	\$ -	\$ 180,591.00

Purchasing Agent

DEPARTMENT APPROVAL/REMARKS:

Resolution # _____
 Dated _____
 Returned to Department _____

Res. No. _____, approving Supplemental Agreement No. 1 and the Final Summary Change Order (\$38,723.80) with Triple J Construction, LLC, continued.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, by Resolution Number 2015-351, the City of Dothan has entered into a contractual agreement with Geisler Contracting Incorporated for the construction of the 2014 CDBG Sidewalk Project Bayshore Avenue & Pryor Street Sidewalk and the Extension of Montana Street Sidewalk in the amount of \$148,424.59; and

WHEREAS, the final adjustment of quantities shown in the Final Summary Change Order result in a cost decrease for the total contract bid in the amount of \$15,875.77 making the final adjusted contract price \$132,548.82; and

WHEREAS, the maximum funding available from CDBG funds is \$120,000.00 and the remaining \$12,548.82 is funded with City of Dothan funds.

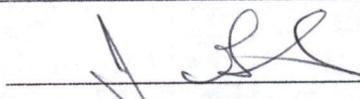
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Dothan, Alabama, as follows:

Section 1. That the City of Dothan approves said Final Summary Change Order with Geisler Contracting Incorporated, for the construction of the 2014 CDBG Sidewalk Project Bayshore Avenue & Pryor Street Sidewalk and the Extension of Montana Street Sidewalk, which results in a cost decrease for the total contract bid in the amount of \$15,875.77 making the final adjusted contract price \$132,548.82, which said Change Order follows:

Request For Payment

To City Of Dothan P O Box 2128 Dothan, Alabama 36302 Purchase Order No. 160475 Vendor Number 705438			EST #	From: 1/21/2016	To: 6/6/2016				
			Final Summary Change Order						
			Job Name: 2014 CDBG Project # B-14-MC-01-0010						
			Project Location: Bayshore Ave & Pryor Street & Extension of Montana Street Sidewalk						
#	Description	Quantity	Unit	Unit Price	Original Amount	Current Quantity	Current Amount	To Date Quantity	To Date Amount
Bayshore Ave & Pryor street									
1	Mobilization	1	LS	\$5,047.20	\$5,047.20	0	\$0.00	1	\$5,047.20
2	Sidewalk 4' Wide	10		\$23.47	\$234.70	0	\$0.00	53	\$1,243.91
3	Sidewalk 5' Wide	1450	LF	\$25.34	\$36,743.00	0	\$0.00	1175	\$29,774.50
4	Sidewalk 5' Wide 6" Thick	50	EA	\$33.12	\$1,656.00	0	\$0.00	50	\$1,656.00
5	Add width concrete sidewalk	1	EA	\$331.20	\$331.20	0	\$0.00	1	\$331.20
6	Handicap Ramps	5	EA	\$928.80	\$4,644.00	0	\$0.00	5	\$4,644.00
7	Handicap Ramp #3	1	EA	\$613.44	\$613.44	0	\$0.00	1	\$613.44
8	Handicap Ramp #4	6	EA	\$649.44	\$3,896.64	0	\$0.00	6	\$3,896.64
9	Concrete Driveway Turnout	5	EA	\$956.16	\$4,780.80	0	\$0.00	5	\$4,780.80
10	Curb and Gutter	20	LF	\$39.10	\$782.00	0	\$0.00	29	\$1,133.90
11	Thermoplastic Stripe	505	LF	\$5.04	\$2,545.20	0	\$0.00	464	\$2,338.56
12	Thermoplastic Stop Bar	5	EA	\$309.60	\$1,548.00	0	\$0.00	5	\$1,548.00
13	Thermoplastic Yield Lines	6	SY	\$158.40	\$950.40	0	\$0.00	6	\$950.40
14	Grassing Sod	550	SY	\$7.92	\$4,356.00	0	\$0.00	0	\$0.00
15	Grassing Seed and Mulch	250	SY	\$7.20	\$1,800.00	0	\$0.00	308.17	\$2,218.82
16	1:1 Slope Paved Concrete	15	LF	\$38.16	\$572.40	0	\$0.00	16.77	\$639.94
					Base Bid				\$60,817.32
Alternate 1									
17	Sidewalk 4' Wide	205	LF	\$23.47	\$4,811.35	0	\$0.00	1	\$23.47
18	Sidewalk 5' Wide	1265	LF	\$25.34	\$32,055.10	0	\$0.00	1487	\$37,680.58
19	Sidewalk 5' Wide 6" Thick	140	LF	\$33.12	\$4,636.80	0	\$0.00	145	\$4,802.40
20	Handicap Ramps	6	EA	\$928.80	\$5,572.80	0	\$0.00	6	\$5,572.80
21	Handicap Ramp #3	1	EA	\$613.44	\$613.44	0	\$0.00	1	\$613.44
22	Handicap Ramp #4	1	EA	\$649.44	\$649.44	0	\$0.00	2	\$1,298.88
23	Handicap Ramp W/Domes	1	EA	\$541.44	\$541.44	0	\$0.00	0	\$0.00
24	Concrete Driveway Turnout	4	EA	\$956.16	\$3,824.64	0	\$0.00	4	\$3,824.64
25	1:1 Slope Paved Concrete	90	SY	\$38.16	\$3,434.40	0	\$0.00	76.03	\$2,901.30
26	Curb and Gutter	186	LF	\$39.10	\$7,272.60	0	\$0.00	172	\$6,725.20
27	Thermoplastic Stripe	310	LF	\$5.04	\$1,562.40	0	\$0.00	196	\$987.84
28	Thermoplastic Stop Bar	3	EA	\$309.60	\$928.80	0	\$0.00	3	\$928.80
29	Thermoplastic Yield Lines	4	EA	\$158.40	\$633.60	0	\$0.00	4	\$633.60
30	Grassing Sod	715	SY	\$7.92	\$5,662.80	0	\$0.00	0	\$0.00
31	Grassing Seed and Mulch	300	SY	\$7.20	\$2,160.00	0	\$0.00	302.02	\$2,174.54
32	6" Concrete Driveway Addition	1	LS	\$684.00	\$684.00	0	\$0.00	1	\$684.00
33	Remove Existing Driveway	8	EA	\$360.00	\$2,880.00	0	\$0.00	8	\$2,880.00
					Alternate 1 Subtotal				\$71,731.50
Sub-Total							\$0.00	\$132,548.82	
Less Retainage							\$0.00	\$0.00	
Less Previous Payment								\$129,235.10	
Amount Due							\$3,313.72	\$3,313.72	

Contractor Request:



President 6/6/2016
Title Date

By signing I hereby certify that all quantities shown on this Construction Pay Request are correct and that all work has been completed in accordance with the terms of this contract

Res. No. _____, approving Final Summary Change Order to Geisler Contracting Incorporated, for the construction of the 2014 CDBG Sidewalk Project Bayshore Avenue & Pryor Street Sidewalk and the Extension of Montana Street Sidewalk, continued.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

Mayor

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

RESOLUTION NO. _____

WHEREAS, the City of Dothan has applied for and received funds for a Transportation Alternatives Project (TAP) through the Alabama Department of Transportation (ALDOT) for Sidewalk Improvements to Westgate Parkway, Project No. TAPAA-TA15(922); and

WHEREAS, Construction Engineering & Inspection (CE&I) for this project is included in these funds (80% federal funds/20% City funds); and

WHEREAS, the City of Dothan desires to obtain the professional consulting services of Northstar Engineering Services for the CE&I for this project; and

WHEREAS, the City staff has negotiated a contract with Northstar Engineering Services for a not to exceed amount of \$57,425.00.

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 enter into a contract with Northstar Engineering Services for Construction Engineering and Inspection (CE&I) services for Sidewalk Improvements to Westgate Parkway, Project No. TAPAA-TA15(922), for a not to exceed amount of \$57,425.00, which said contract follows:



June 16, 2016

Mr. Larry Bart Barefoot, P.E.
CITY OF DOTHAN ENGINEERING SERVICES
P.O. Box 2128
Dothan, AL 36302

**Re: Fee Proposal for Construction Engineering and Inspection (CE&I) Services
Westgate Parkway Sidewalk Improvements - Project TAPAA-TA15(922)**

Dear Mr. Barefoot:

Thank you for selecting Northstar Engineering Services to provide construction engineering and inspection (CE&I) services on the referenced project. Following is our understanding of the professional services to be provided by our company:

1. Preconstruction Conference – Following construction project award, Northstar will coordinate a preconstruction conference with Alabama Department of Transportation (ALDOT), City of Dothan, contractor, and utilities personnel.
2. Review Submittals & Shop Drawings – Northstar Engineering will review contractor submittal and shop drawing packages for conformance with the project drawings and specifications.
3. Review RFI's & Periodic Payment Requests – Northstar will review Requests for Information (RFI's) from the contractor during construction, and issued clarifications and directives in regard to design intent and project construction. Northstar will also review the contractor's periodic payment requests, and upon approval, make recommendations of payment.
4. Construction Inspections – Northstar will provide a resident project representative (RPR) to observe the construction activities for compliance with the project drawings and specifications. The RPR will also prepare daily reports of the construction progress, tabulate the quantities of work performed, review periodic payment requests with contractor personnel prior to submittal, and coordinate construction testing. In addition, the project design engineer will make periodic site visits to monitor the construction activities.
5. Construction Materials Testing – Northstar will procure the services of a construction testing subconsultant to perform field sampling and testing of construction materials, and to coordinate required laboratory testing by ALDOT.
6. Punchlist Inspection – Upon substantial completion, Northstar will coordinate a punchlist inspection by ALDOT, City of Dothan, contractor, and engineering personnel. Northstar will prepare a punchlist of work items identified for completion or correction prior to project closeout and final payment, and communicate these requirements to the contractor.
7. Final Inspection – Northstar will coordinate a final inspection by ALDOT, City of Dothan, contractor, and engineering personnel to verify the satisfactory completion of all work items.

Mr. Larry Bart Barefoot, P.E.
June 16, 2016
Page 2

8. Project Closeout – Northstar will prepare documentation for project closeout by ALDOT and the City of Dothan. In addition, Northstar will prepare a set of record drawings based upon field record drawings maintained by the contractor and RPR.

It is our proposal to provide the CE&I services described above for a lump sum fee of \$57,425.00, with invoices submitted periodically as a percentage of completion along with the contractor's payment requests. Attached is a copy of our man-hour estimate for construction administration and inspection, as well as a construction materials testing estimate from Carmichael Construction Testing. As shown in the construction materials testing estimate, our proposed fee does not include any testing costs that may be charged to the project by ALDOT.

If you should find this proposal acceptable and wish for us to proceed, please sign and date the attached contract and return a copy for our files. If you should have any questions, or need to discuss our proposal further, please do not hesitate to call. Again, thank you for giving us the opportunity to submit this proposal.

Sincerely,



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

Attachments: General Conditions of Agreement with Client
CE&I Man-hour Estimate
Construction Materials Testing Budget Estimate



GENERAL CONDITIONS OF AGREEMENT WITH CLIENT

NAME OF COMPANY OR INDIVIDUAL _____ FED ID # _____

HOME OFFICE ADDRESS _____

CITY _____ STATE _____ ZIP _____

CONTACT PERSON _____

TELEPHONE _____ FAX _____

CHECK ONE OF THE FOLLOWING:

_____ CORPORATION/L.L.C _____ PARTNERSHIP _____ INDIVIDUAL

WORK AUTHORIZED BY _____ (PLEASE PRINT NAME)

AGREEMENT: The Letter of Proposal for Services, executed by the client contemporaneously with the completion of this Account Set-up Application and Guaranty, shall set forth the scope of work and services to be performed by Northstar Engineering Services, Inc., and shall supersede any prior agreements between Northstar Engineering, Inc. and the client, whether written or oral.

PAYMENT TERMS: Northstar Engineering Services, Inc. will submit invoices to undersigned monthly and a final bill upon completion of services. Payment is due 15 days from invoice date and is past due thereafter. In the event that the said credit transactions, loans, and/or open accounts and balances are not paid as and when due, the Undersigned agrees to pay any such unpaid loans and/or open accounts and unpaid balances, together with interest, at the rate of 2% per month (24% annual) and all costs of collection, including reasonable attorneys fees. Northstar Engineering Services, Inc. shall cease all further work until the account is paid in full.

STANDARD OF CARE: The only warranty or guarantee made by Northstar Engineering Services, Inc. in connection with the services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our Letter of Proposal for Services or by our furnishing oral or written reports.

RIGHT OF ENTRY: Unless otherwise agreed to in writing, undersigned will provide for the right of entry for Northstar Engineering, its agents and employees and all equipment necessary for the completion of the work. While Northstar Engineering will take reasonable precautions to minimize any damage to the site, it is understood by the Undersigned that in the normal course of work some damage may occur and that the cost of correction or repairing such damage is not included in the quoted fee and Northstar Engineering Services, Inc. is not responsible. If undersigned desires Northstar Engineering to repair or correct the damage, the cost of such repairs or corrections will be paid by undersigned as an additional fee.

SAFETY: When Northstar Engineering provides periodic observations or monitoring services at the job site during construction, Undersigned agrees that, in accordance with generally accepted construction practices, the contractor, (i.e. not Northstar Engineering) will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by Northstar Engineering is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

ASSIGNMENT: Neither the Undersigned or Northstar Engineering may delegate, assign, sublet, or transfer its duties or interest in this agreement without the prior written consent of the other party.

GOVERNING LAW: This agreement shall be governed and construed in accordance with the laws of the State of Alabama, United States of America. The undersigned consents to venue in Houston County, Alabama.

SEPARABILITY: The provisions of this agreement are separate and divisible, and, if any court of competent jurisdiction shall determine that any provision hereof is void and/or unenforceable, the remaining provisions shall be construed and shall be valid as if the void and/or unenforceable provisions or were not included in this Agreement.

WAIVER: Except as otherwise especially provided in this Agreement, no failure on the part of either party to exercise, and no delay in exercising, any rights, privilege or power under this Agreement shall operate as a waiver or relinquishment thereof, nor shall any single partial exercise thereof, or the exercise of any right, privilege or power. Waiver by any party of any breach of any provisions of the Agreement shall not constitute or be construed as a continuing waiver, or a waiver of any other breach of any provisions of the Agreement.

LIMITATION OF LIABILITY: In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, cost, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and cost and expert witness fees and cost, so that the total aggregate liability of the Consultant to the Client shall not exceed \$40,000 or the Consultant's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

BINDING AGREEMENT: This agreement shall be binding upon all of the parties and their respective estates, heirs, administrators, executors, successors and assigns.

STIPULATION: The Undersigned stipulates that he/she/they have read, understand and agree to be bound by all of the terms set forth pursuant to the documents which are the basis of this Agreement.

COMPANY NAME _____

BY _____

TITLE _____ DATE _____

PROJECTED MAN-HOUR ESTIMATE
 WESTGATE PARKWAY SIDEWALK IMPROVEMENTS
 TAPAA-TA15(922)
 CONSTRUCTION ENGINEERING & INSPECTION SERVICES
 CITY OF DOTHAN, AL
 June 13, 2016

Task	PE	PLS	CAD/Eng. Tech.	Admin. Asst.	Survey Tech.	RPR
1. Pre-construction Conference	4					2
2. Review Submittals & Shop drawings	8					2
3. Review Contractor RFI's & Payment Requests	16					24
4. Resident Project Representative (90 working day contract)						450
5. Periodic Site Visits & Meetings (engineer)	36					
6. Punchlist Inspections, Notes, & Correspondence	4					6
7. Final Inspection	2					2
8. Closeout Documentation	4					16
9. Record Drawings		2	8			2
Man-hour Totals	74	2	8	0	0	504
Hourly Rate	\$120.00	\$90.00	\$60.00	\$45.00	\$60.00	\$75.00
Subtotal	\$8,880.00	\$180.00	\$480.00	\$0.00	\$0.00	\$37,800.00

Construction Administration & Inspection Cost \$47,340.00
 Construction Testing Cost \$10,085.00
TOTAL COST \$57,425.00

prepared by
 Northstar Engineering Services, Inc.
 2431 Hartford Highway
 Dothan, AL 36305

Carmichael Construction Testing

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

Construction Materials Testing Fee Estimate

Westgate Parkway Sidewalk
TAPAA-TA15(922)
Dothan, Alabama

Our Proposal No.: FSD # 2051

June 10, 2016

Description	Estimated Quantity	Item	Unit Fees \$	Total \$
Soil Testing				
Senior Engineering Technician Level 1	25	Hours	45.00	1125.00
Soil Nuclear Density Test	35	Tests	11.00	385.00
Laboratory Testing				
Soil Particle Size Tests	3	Tests	ALDOT	0.00
Soil Atterberg Limits Tests	3	Tests	ALDOT	0.00
Laboratory Standard Proctor	3	Tests	ALDOT	0.00
Topsoil	2	Tests	ALDOT	0.00
Concrete Testing				
Senior Engineering Technician Level 1	120	Hours	45.00	5400.00
Concrete Cylinders - Curing and Compressive Strength Testing	90	Cylinders	ALDOT	0.00
Engineering / Project Management / Miscellaneous				
Project Manager	15	Hours	75.00	1125.00
Transport to ALDOT Lab	10	Trips	175.00	1750.00
Personal Travel	30	Trips	10.00	300.00
Fee Estimate Grand Total				\$10,085.00

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

Resolution No. _____ entering into a contract with Northstar Engineering Services, continued.

Section 2. That the sum of \$57,425.00 is appropriated in FY 2016 to the General Fund/Public Works-Street/Sidewalks/Capital Outlay/Additions-Improvements Other Than Buildings, Account Number 001-2106-521.60-63, Project #210915. This appropriation is to be funded by increasing the General Fund/Intergovernment Revenue/Federal Shared Revenues/U.S. Department of Transportation, Account Number 001-0000-332.09-00, by \$45,940.00 and the Non-Revenue Resources/Utilization of Fund Balance, Account Number 001-0000-391.01-00 by the sum of \$11,485.00 in Fiscal Year 2016.

Section 3. That Mike Schmitz, Mayor of the City of Dothan, and in such capacity, is hereby authorized and directed to sign said agreement 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, Polyengineering, Inc. was awarded a contract by Resolution No. 2016-84 to develop the repair specifications, bid and award the repair contract and provide the construction administration associated with the 2015 tank inspections for Honeysuckle Tank (No. 10), Hodgesville Tank (No. 11), and Highway 84 West Tank (No. 12), in the amount of \$15,500.00, and

WHEREAS, paint failure, requiring immediate repairs at Cherry Street Tank (No. 3) were recently discovered as part of the 2016 tank inspections, and the City of Dothan wishes to amend Polyengineering's contract to include the engineering services, project administration and inspections for the repairs of Cherry Street Tank (No. 3) for an additional \$12,000.00, and

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

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

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

Section 1. That based upon the recommendation of the Dothan Utilities Director, the City of Dothan amend the contract with Polyengineering, Inc. to an amount not to exceed \$27,500.00 for Honeysuckle Tank (No. 10), Hodgesville Tank (No. 11), Highway 84 West Tank (No. 12), and Cherry Street Tank (No. 3) repairs and professional services, which said amendment to contract follows:



Memorandum

To: Michael K. West, City Manager
From: Lindsay McDonald, P.E., Civil Engineer *LMC*
Via: Billy R. Mayes, P.E., Dothan Utilities Director *BM*
Date: June 28, 2016
Subject: Water Tank Professional Services Contract Amendment

Dixie Standpipe (Tank No. 1), Napier Field Tank (Tank No. 2), Cherry Street Tank (Tank No. 3), Greentree Avenue Tank (Tank No. 4) and Wallace Tank (Tank No. 13) were recently inspected through the FY 2016 Tank Inspections. During the inspection of Cherry Street Tank (No. 3), paint failures were discovered that require immediate repairs and the tank to be taken offline.

Dothan Utilities is currently under contract with Polyengineering to perform the professional services associated with developing the repair specifications, bidding and awarding the repair contract and providing the construction and administration and inspection services, at a cost of \$15,500 for the repairs to Honeysuckle Tank (No. 10), Hodgesville Tank (No. 11), and Highway 84 West Tank (No. 12) that were inspected in 2015.

It is recommended that the City amend this contract to include the professional services associated with the repairs to Cherry Street Tank at an additional cost of \$12,000. The total contract amount will be \$27,500.

Funds are available in the current Fiscal Year 2016 Dothan Utilities budget for this professional service. Please place the attached Resolution on the next appropriate Commission agenda for consideration.

AMENDMENT TO CONTRACT

1. This amendment (the "Amendment") is made Between the City of Dothan called the OWNER, and Polyengineering. Inc., hereinafter called the ENGINEER.

2. The Agreement is amended as follows:

The Contract shall be amended to include the preparation of bidding documents to complete repairs, cleaning, and spot blasting and painting on Tank No. 3 (Cherry St.). The additional engineering services associated with Tank No. 3 is \$3,000.00, the cost for the evaluation of Tank No. 3 wet interior coatings is \$3,000, and the additional cost associated with the project management and inspections services for Tank No. 3 is \$6,000.00.

Paragraph 5.1.1 shall be replaced as to read as follows;

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

ENGINEERING SERVICES:	\$10,500.00
EVALUATION OF TANK NO. 3 WET INTERIOR COATINGS:	\$3,000.00
PROJECT MANAGEMENT AND INSPECTIONS SERVICES:	\$14,000.00

3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

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

ENGINEER

OWNER

POYLEENGINEERING, INC.

CITY OF DOTHAN, ALABAMA

BY: Bruce Bradley (S)
BRUCE BRADLEY

BY: _____ (S)
MIKE SCHMITZ

TITLE: PRESIDENT

BY: MAYOR

ATTEST:

James Brannon (S)
JAMES BRANNON, P.E.
PROJECT MANAGER

TAMMY DANNER
CITY CLERK

ADDRESS FOR NOTICES:

ADDRESS FOR NOTICES:

Polyengineering, Inc.
P.O. Box 837
Dothan, AL 36302

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

Resolution No. _____, amending a contract with Polyengineering, Inc. continued.

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

PASSED, ADOPTED, AND APPROVED ON _____.

Attest:

City Clerk

Mayor

Associate Commissioner-District 1

Associate Commissioner-District 2

Associate Commissioner-District 3

Associate Commissioner-District 4

Associate Commissioner-District 5

Associate Commissioner-District 6

BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

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

Section 1. That the City of Dothan enters into an agreement with Elavon, Inc., a Regions Bank processing partner, for bank card processing services for the Performing Arts Department (Civic Center and Opera House divisions) at agreed upon costs listed in attached contract as presented in their request for proposal and for purchase of hardware at a cost of \$5,310.00, which said agreement follows:

NEW MERCHANT APPLICATION - GOVERNMENT / INSTITUTIONAL

1	MERCHANT INFORMATION		
◆ DBA NAME: City of Dothan Performing Arts			
LEGAL/CORPORATE NAME (IF DIFFERENT THAN ABOVE): CITY OF DOTHAN			
CONTACT NAME: Katie Oskey			
◆ DBA ADDRESS 1 (NO PO BOX): 126 N Saint Andrews St		◆ DBA PHONE #:	
DBA ADDRESS 2:		DBA FAX #:	
◆ CITY: Dothan	STATE: AL	ZIP CODE: 36303	YEAR ESTABLISHED:
◆ BUSINESS COUNTRY OF ORIGIN (HEADQUARTERED): USA			
▶ GEOGRAPHY FOOTPRINT (ALL COUNTRIES LICENSED TO DO BUSINESS): USA			
◆ BUSINESS SCOPE OF OPERATIONS (TOTAL NUMBER OF LOCATIONS IN ALL COUNTRIES INCLUDING USA):			
◆ EMAIL ADDRESS:		MOBILE PHONE #:	
<small> <input type="checkbox"/> Yes! I authorize Elavon and Member to send me text and e-mail messages for marketing purposes. I agree to receive autodialed calls and texts, and e-mail messages, from Elavon and Member at the mobile phone number and e-mail address I have provided for this purpose. Messages and data rates may apply. I understand that I am not required to provide my consent as a condition of using any Elavon or Member services. I also understand that Elavon and Member may send text and e-mail messages to the mobile phone number and e-mail address I have provided as part of servicing my account without my consent. </small>			
2	OTHER ADDRESS (IF DIFFERENT THAN ABOVE)		
<input type="checkbox"/> MAILING <input type="checkbox"/> SHIPPING <input type="checkbox"/> SEE ALSO SPECIAL INSTRUCTIONS (MORE THAN ONE OPTION MAY BE SELECTED)			
DBA NAME:		PHONE #:	
CONTACT:		FAX #:	
ADDRESS:	CITY:	STATE:	ZIP CODE:
STATEMENTS/ RETRIEVALS /CHARGEBACKS			
◆ STATEMENTS <input type="checkbox"/> DBA OR <input type="checkbox"/> MAILING OR <input type="checkbox"/> W-9	◆ RETRIEVALS MAIL TO: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING OR FAX TO: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING OR EMAIL TO: OR <input type="checkbox"/> ONLINE CASE MANAGEMENT (OCM)	◆ CHARGEBACKS MAIL TO: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING OR FAX TO: <input type="checkbox"/> DBA <input type="checkbox"/> MAILING OR EMAIL TO: OR <input type="checkbox"/> ONLINE CASE MANAGEMENT (OCM)	
◆ AUTO SEND: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (CHAIN MERCHANTS ONLY - MUST INCLUDE CHAIN SET UP FORM)			
3	CONTACT INFORMATION (AUTHORIZED REP)		
◆ <input type="checkbox"/> OFFICER <input type="checkbox"/> MANAGER <input type="checkbox"/> AUTHORIZED REPRESENTATIVE <input type="checkbox"/> OTHER TITLE: _____			
◆ FIRST NAME:	MN:	◆ LAST NAME:	
CONTACT HOME ADDRESS:		CONTACT PHONE #:	
CITY:	STATE:	ZIP CODE:	
INDIVIDUAL ID EXEMPTION CLASS: GOVERNMENT <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input type="checkbox"/> LOCAL (POLITICAL SUBDIVISION OF A US STATE)			
OTHER MERCHANT INFORMATION			
◆ AVERAGE SALE AMOUNT: \$	◆ CARD PRESENT _____ %		
◆ TOTAL MONTHLY VISA/MC/AMEX/DISC/UNIONPAY SALES: \$	◆ CARD NOT PRESENT* _____ %		
◆ DESCRIPTION OF PRODUCT/SERVICES OFFERED:	◆ INTERNET* _____ %		
SPECIAL PROGRAM MCC ONLY:	(MUST TOTAL 100%)		
WHEN DOES THE CUSTOMER RECEIVE THE PRODUCT OR SERVICE? IF NOT SAME DAY, _____ # OF DAYS (INCLUDE SHIPPING TIME FRAME)	* CUSTOMER SERVICE PHONE # AND PREVIOUS PROCESSOR REQUIRED BELOW		
▶ INTERNET : PRODUCT WEBSITE:	▶ CUSTOMER SERVICE PHONE #:		
▶ INTERNET: "CONTACT US" EMAIL:	▶ PREVIOUS PROCESSOR:		
IF SEASONAL, PLEASE CHECK MONTHS CLOSED BELOW. (CUSTOMER MUST CONTACT CUSTOMER SERVICE TO DEACTIVATE AND REACTIVATE ACCOUNT)			
<input type="checkbox"/> JANUARY	<input type="checkbox"/> FEBRUARY	<input type="checkbox"/> MARCH	<input type="checkbox"/> APRIL <input type="checkbox"/> MAY <input type="checkbox"/> JUNE
<input type="checkbox"/> JULY	<input type="checkbox"/> AUGUST	<input type="checkbox"/> SEPTEMBER	<input type="checkbox"/> OCTOBER <input type="checkbox"/> NOVEMBER <input type="checkbox"/> DECEMBER
BANK ACCOUNT (CHECKING ACCOUNTS ONLY)			
◆ DEPOSIT BANK NAME:	◆ ABA/ROUTING #:	◆ DDA ACCOUNT #:	
BILLING BANK NAME (IF DIFFERENT):	ABA/ROUTING #:	DDA ACCOUNT #:	
CHARGEBACK BANK NAME (IF DIFFERENT THAN BILLING):	ABA/ROUTING #:	DDA ACCOUNT #:	

CARD ACCEPTANCE (PLEASE CHECK EACH CARD YOU WISH TO ACCEPT.)							PRICING CATEGORY							
<input type="checkbox"/> ALL VISA/MASTERCARD/AMEX/UNIONPAY/DISCOVER CARDS (JCB, DI)							<input checked="" type="checkbox"/> RETAIL		<input type="checkbox"/> SUPERMARKET					
<input checked="" type="checkbox"/> VISA CREDIT <input checked="" type="checkbox"/> VISA DEBIT <input checked="" type="checkbox"/> MASTERCARD CREDIT <input checked="" type="checkbox"/> MASTERCARD DEBIT <input type="checkbox"/> DISCOVER (JCB, DI) <input type="checkbox"/> UNIONPAY <input type="checkbox"/> AMEX							<input type="checkbox"/> RESTAURANT		<input type="checkbox"/> MO/TO / INTERNET					
							<input type="checkbox"/> LODGING		<input type="checkbox"/> ARU					
PRICING INFORMATION							FEES							
PRICING PROGRAM: (FIXED ONLY)		VISA/MASTERCARD/UNIONPAY/ DISCOVER CARDS (JCB, DI)		AMERICAN EXPRESS			APPLICATION							
		RATE* PER ITEM*		RATE PER ITEM			INSTALLATION/TRAINING							
		1.65 % \$0.25		% \$			REPORTING & SUPPORT PACKAGE (PER MONTH)							
		2.35 % \$0.25		% \$			MONTHLY MINIMUM							
		3.50 % \$0.25		% \$			CHARGEBACK (PER OCCURRENCE)							
TIERED	OPT. <input checked="" type="checkbox"/> CHECK CARD <input type="checkbox"/> SPRMKT <input type="checkbox"/> QPS/SMALL TKT					RETURN ITEM/NSF (PER OCCURRENCE)								
			1.45 % \$0.25			STATEMENT: <input type="checkbox"/> ELECTRONIC OR <input type="checkbox"/> PAPER								
	OPT. REWARDS		1.85 % \$0.25			MONTHLY STATEMENT MAILING (PAPER STATEMENTS ONLY)								
	OPT. COMMERCIAL CARD		% \$			RUSH SHIPMENT								
INTERCHANGE PLUS							VERIZON DATA PLAN (PER DEVICE): (PER MONTH)							
							VERIZON DATA PLAN OVERAGE (PER MB)							
							OTHER:							
							AUTHORIZATIONS							
							VISA (PER AUTH)		\$		VOICE - ARU (PER AUTH)			
							MASTERCARD (PER AUTH)		\$		VOICE OPERATOR (PER AUTH)			
							DISCOVER (PER AUTH)		\$		VOICE - AVS (PER AUTH)			
							UNIONPAY (PER AUTH)		\$		VOICE BANK REF (PER AUTH)			
							AMEX (PER AUTH)		\$		DIAL COMMUNICATION (PER AUTH)			
							PIN DEBIT (ALL DEBIT NETWORK FEES WILL BE PASSED THROUGH AT COST)							
							IC PLUS (PER AUTH)							
							IC PLUS/ENH. IC PLUS: MONT=ICPLS/AUTH=ASSOC (TIERED/DIFFERENTIAL: MONT=ICDIF/AUTH=ASSOC)							
FIXED - PRICING PGM:														
*RATES ARE FOR ALL CARD ACCEPTANCE TYPES SELECTED. ALL CARD BRAND ASSESSMENTS WILL BE PASSED THROUGH AT COST.														
PCI SECURITY PROGRAM/SAFE-T PACKAGE							AMERICAN EXPRESS							
SECURITY PROGRAM (PER MONTH): ▶							\$7							
SOLUTION PACKAGE							PIN DEBIT (ALL DEBIT NETWORK FEES WILL BE PASSED THROUGH AT COST)							
▶ (PER MONTH, PLUS TAXES, IF APPLICABLE)							\$							
OTHER CARD TYPES EXISTING							IC PLUS (PER AUTH)							
AMEX SE # (10 DIGITS):							PER AUTH: \$		EBT		SE # (7 DIGITS):		PER AUTH: \$	
POINT OF SALE (EQUIPMENT OR SOFTWARE)							IC PLUS/ENH. IC PLUS: MONT=ICPLS/AUTH=ASSOC (TIERED/DIFFERENTIAL: MONT=ICDIF/AUTH=ASSOC)							
NETWORK <input checked="" type="checkbox"/> ELAVON <input type="checkbox"/> OTHER							# OF TIDS:		COMMUNICATION METHOD (IP DEFAULT): <input type="checkbox"/> DIAL					
VAR SERVICE PROVIDER (HOSTED):			VAR (DISTRIBUTED):		VENDOR:		PRODUCT:		VERSION:					
QTY	POS DESCRIPTION	ITEM CODE	TERMINAL ENCRYPT	OWNS	REPROG FEE PER UNIT	PURCHASE PRICE PER UNIT	LEASE** TERM MONTHLY	MONTHLY RATE PER UNIT	SOFTWARE/WIRELESS ANNUAL FEE PER UNIT	MONTHLY FEE PER UNIT	PER AUTH FEE			
5	IPAD Air 2 WIFI	IST2W	<input type="checkbox"/>	<input type="checkbox"/>	\$-	\$399.00	-	\$-	\$-	\$-	\$-			
5	IPAD Air 2 Stands	TALIS	<input type="checkbox"/>	<input type="checkbox"/>	\$-	\$129.00	-	\$-	\$-	\$-	\$-			
5	ICMP Card Readers	TALIC	<input type="checkbox"/>	<input type="checkbox"/>	\$-	\$159.00	-	\$-	\$-	\$-	\$-			
1	Bar Code Scanner	TALBS	<input type="checkbox"/>	<input type="checkbox"/>	\$-	\$250.00	-	\$-	\$-	\$-	\$-			
5	Talech BP Printers	TALBP	<input type="checkbox"/>	<input type="checkbox"/>	\$-	\$325.00	-	\$-	\$-	\$-	\$-			
1	Talech SAAS		<input type="checkbox"/>	<input type="checkbox"/>	\$-	\$No Chg	-	\$-	\$	\$	\$			
			<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	-	\$	\$	\$	\$			
			<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	-	\$	\$	\$	\$			
**PLEASE NOTE THAT ALL LEASES MUST COMPLETE THE SECTION IMMEDIATELY BELOW. INITIALS ARE REQUIRED.							ALL APPLICABLE STATE AND LOCAL TAXES WILL BE APPLIED. <input type="checkbox"/> SALES TAX EXEMPT							
Elavon and Member have no responsibility for, and shall have no liability to Merchant in connection with, any hardware or software, or any related services, Merchant receives under a direct agreement (including any sale, warranty or end-user license agreement) between Merchant and a third party, including any Value Added Services, even if Elavon collects fees or other amounts from Merchant with respect to such hardware, software or services.														
4	X THIS LEASE IS IRREVOCABLE AND NON CANCEL LABLE FOR THE FULL TERM OF ▶ N/A					MOS TOTAL MONTHLY PAYMENT OF ▶ \$		PLUS TAXES, IF APPLICABLE						
	IRREVOCABLE AUTHORIZATION FOR AUTOMATIC WITHDRAWAL OF MONTHLY PAYMENTS					END OF LEASE RESIDUAL VALUE OF ▶ \$		PLUS TAXES, IF APPLICABLE						
Merchant hereby authorizes Elavon, through its Ladco Leasing division ("Lessor"), to automatically withdraw Merchant's monthly lease payments and any amounts, including any and all taxes or other charges, owed in accordance with the lease, as applicable, by initiating debit entries to Merchant's account at the financial institution ("Bank") indicated hereon or such other financial institution used by Merchant from time to time. A lease payment (whether paid by debit or other means) that is not honored by Bank for any reason will be subject to a returned item service fee imposed by Lessor. Upon completion of the lease term, this authorization shall remain in effect until Lessor has received written notice from Merchant of its termination.														
▶BANK NAME: N/A			▶ABA/ROUTING #:			▶DDA ACCOUNT #:								
TERMINAL PROGRAMING INSTRUCTIONS (DO NOT USE FOR CONVERGE - THIS INFORMATION IS COVERED DURING TRAINING)														
<input checked="" type="checkbox"/> RETAIL (AUTO CLOSE DEFAULT)			<input type="checkbox"/> QUICK CLOSE			<input type="checkbox"/> STORE AND FORWARD			<input type="checkbox"/> NO SIGNATURE		<input type="checkbox"/> CONTACTLESS (+ NO SIGNATURE)			
<input type="checkbox"/> RESTAURANT (QUICK CLOSE DEFAULT)			<input type="checkbox"/> TIP FUNCTION CASHIER			<input type="checkbox"/> FINE DINING			<input type="checkbox"/> TAB FUNCTION					
<input type="checkbox"/> CARD NOT PRESENT (AUTO CLOSE DEFAULT)			<input type="checkbox"/> QUICK CLOSE											
<input type="checkbox"/> LODGING (QUICK CLOSE DEFAULT)			<input type="checkbox"/> QUICK STAY											
CUSTOM PROMPTS: (CUSTOM PROMPTS COULD RESULT IN LONGER DEPLOYMENT TIMEFRAMES)			<input type="checkbox"/> TERMINAL AUTO CLOSE (RTL, MOTO) _____ TIME ZONE _____			<input type="checkbox"/> CASH BACK PIN DEBIT (RTL): \$ _____ (MAX)			<input type="checkbox"/> CLERK PROMPT (RTL)					
			<input type="checkbox"/> NO TIP (REST)			<input type="checkbox"/> NO SERVER PROMPT (REST)			<input type="checkbox"/> CUSTOM FOOTER:					
			<input type="checkbox"/> TIP FUNCTION WAITER (RTL)			<input type="checkbox"/> TIP FUNCTION CASHIER (RTL)								
TRAINING (DEFAULT = TRAINING REQUIRED):						<input type="checkbox"/> NO TRAINING			PHONE INFORMATION: ACCESS #:					

SUBSTITUTE FORM W-9

- GOVERNMENT
 NON-PROFIT CHARITABLE OR SOCIAL (INCLUDE DOCUMENTS THAT SUPPORT TAX EXEMPT STATUS)
 OTHER

◆ NAME* :

*NAME (OF BUSINESS) AS SHOWN ON YOUR BUSINESS INCOME TAX RETURNS. FOR SOLE PROPRIETORS, THIS SHOULD ALWAYS BE THE OWNER'S NAME.

◆ ADDRESS:

▶ TIN (EMPLOYER ID #):

◆ CITY:

◆ STATE:

◆ ZIP CODE:

OR

▶ TIN (SOCIAL SECURITY #):

5**MERCHANT REPRESENTATIONS AND CERTIFICATIONS**

Merchant Representations and Certifications. By signing below, the applicant merchant ("Merchant") and its representative(s) represent and warrant to Elavon, Inc. ("Elavon" or "member" as applicable), with offices at 7300 Chapman Highway, Knoxville, TN 37920 (collectively, "we" or "us") that (i) all information provided in this merchant application ("Merchant Application") is true and complete and properly reflects the business and financial condition of Merchant; and (ii) the persons signing this Merchant Application are duly authorized to bind Merchant to all provisions of this Merchant Application and the Agreement. The signature by an authorized representative of Merchant on the Merchant Application, or the transmission of a Transaction Receipt or other evidence of a Transaction to us, shall be the Merchant's acceptance of and agreement to the terms and conditions contained in the Agreement including, without limitation, this Merchant Application, the Terms of Service ("TOS") and the Merchant Operating Guide ("MOG") incorporated herein by this reference and located at our website at https://www.merchantconnect.com/CWRWeb/pdf/TOS_ENG.pdf and https://www.merchantconnect.com/CWRWeb/pdf/MOG_Eng.pdf, respectively. If you are accepting electronic payments through Transend Pay you also agree to the Terms and Conditions set out under the Resources tab at www.elavon.com/transendpay, and as subsequently amended in the MOG in Chapter 24 Transend Pay Services. If Merchant does not have access to view the TOS or MOG at our website please contact our customer service center. Notwithstanding any such non-receipt of the TOS or MOG, Merchant agrees to comply with the Agreement, and all applicable laws, rules, and regulations including the rules and regulations of the Payment Networks, and understands that failure to comply will result in termination of processing services. Capitalized terms shall, unless otherwise defined in this Merchant Application, have the same meaning ascribed to them in the TOS and MOG.

Merchant must obtain an Authorization Code via electronic terminal or similar device before completing any transaction. Merchant understands that an AUTHORIZATION CODE IS NOT A GUARANTEE OF ACCEPTANCE OR PAYMENT OF A TRANSACTION. RECEIPT OF AN AUTHORIZATION CODE DOES NOT MEAN THAT MERCHANT WILL NOT RECEIVE A CHARGEBACK FOR THAT TRANSACTION.

Merchant and its representative(s) authorize us prior to our acceptance of this Merchant Application and from time to time thereafter, to investigate the business history and background of Merchant and to obtain credit reports or other background investigation reports on Merchant that we consider necessary to review the acceptance and continuation of this Merchant Application. Merchant also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to furnish that information to us.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means we will ask for certain information and identifying documents to allow us to identify you.

This Merchant Application may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Merchant Application. Delivery of executed counterparts of this Merchant Application may be accomplished by a facsimile transmission, and a signed facsimile or copy of this Merchant Application shall constitute a signed original.

All merchants must comply with the requirements of the Payment Card Industry Data Security Standards ("PCI DSS"). Elavon requires Level 4 merchants (determined based on transaction volume) to validate PCI DSS compliance on an annual basis, with initial validation to occur no later than ninety (90) days after account approval. Any merchant that has not validated PCI DSS compliance within ninety (90) days of account approval, or in subsequent years on or before the anniversary date of account approval, will be charged a monthly non-compliance fee of \$45 until Elavon is provided with validation of compliance. Merchant may be eligible for Data Breach Coverage following account approval and PCI DSS compliance validation. See the PCI Compliance Program Overview for coverage details and conditions.

American Express Acceptance Program (Acceptance Program). If Merchant has elected to accept American Express® Transactions (as indicated in the Card Acceptance section of this Merchant Application), in addition to all other terms of this Agreement, Merchant agrees to the provisions set forth in Section E (Acceptance Program) of the TOS. By signing below or by accepting a Transaction initiated with an American Express® Payment Device, Merchant expressly authorizes Elavon to submit American Express® Transactions to, and to receive settlement funds from, American Express on Merchant's behalf. Merchant further authorizes Elavon to provide Merchant's contact information to American Express, and Merchant agrees that American Express may use and share such contact information for its business purposes and as permitted by applicable Laws, including to communicate with Merchant regarding products, services, and resources available to Merchant's business. American Express's use of the email address and mobile phone number provided above is subject to the consent to such use as indicated in Section 1 of this Merchant Application. Consent to American Express's use of contact information for such communications may be withdrawn at any time by contacting our customer service center. Even if consent is withdrawn, Merchant may still receive messages related to important information about Merchant's account from American Express. Merchant or Elavon may terminate Merchant's acceptance of American Express® Payment Devices at any time, with or without cause, without affecting Merchant's rights and obligations pursuant to the remainder of this Agreement. Merchant acknowledges that, if at any time Merchant is no longer qualified to participate in the Acceptance Program, Merchant may be enrolled in the standard American Express® card acceptance program, which may have different terms and conditions than the Acceptance Program, and Merchant's acceptance of American Express® Payment Devices pursuant to this Agreement will be terminated. Merchant acknowledges that American Express is an intended third-party beneficiary of this Agreement, solely with respect to the terms and conditions applicable to Merchant's acceptance of American Express® Payment Devices, and that American Express has the right to enforce such terms and conditions directly against Merchant.

◆ SIGNATURE: X

◆ PRINTED NAME:

◆ TITLE:

◆ DATE:

SIGNATURE: X

PRINTED NAME:

TITLE:

DATE:

SUBMITTED BY (INTERNAL USE ONLY)

To the best of my knowledge, I certify that the information provided in this Merchant Application was provided by the Merchant and is true, complete and accurate. I further certify that the signatures were provided by the Merchant's authorized representative.

◆ PRINTED NAME:

◆ REP ID #:

◆ DATE:

◆ REP PHONE #:

◆ REP EMAIL:

USA-GOV-ELV-1115

Res. No. _____ entering into an agreement with Elavon, Inc.,
continued.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

Mayor

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

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 merchant agreement with Talech, Inc. for a point-of-sale system including a boomtown premium package silver and a 3 year Talech software service agreement for the Performing Arts Department, Civic Center and Opera House divisions at a cost of \$6,931.20, which said agreement follows:

**TALECH SAAS SERVICES
ORDER FORM**

EFFECTIVE DATE:

Order Number (Customer reference): T-10000620

By signing below, Customer agrees to pay for the services selected below (the "Services") and to the terms of this Order Form ("Order") and the Talech Merchant Agreement located at <https://www.talech.com/merchantagreement> (the "Merchant Agreement"). If there is any conflict between the Order and the Merchant Agreement, this Order will prevail. Together the Order and Merchant Agreement are deemed the "Agreement."

Customer Information:

Customer: City of Dothan		Contact: Charlotte Langford	
Shipping Address: 126 North Saint Andrews, Room 214			
City: Dothan,	State: AL	Country: USA	Postal Code: 36303
Email: calangford@dothan.org		Phone: (334) 615-3154	Fax: (334) 615-3149

Services:

Talech Software Services			
Service Name	Unit Price	Quantity	Subtotal
talech Premium Silver - Multi Year	\$2,388.00	3	\$5,731.20
Third Party Services			
Service Name	Unit Price	Quantity	Subtotal
Boomtown Premium Package Silver	\$1,200.00	1	\$1,200.00
Hardware		Subtotal	\$0.00

Third party services are optional and provided by third parties. For third party service information and terms of service, go to <https://www.talech.com/thirdpartyservices> Talech is not responsible or liable for any third party services. Sales tax and shipping fee may apply to hardware handling.

Payment Method: Check one. Customer must submit complete payment information below in order for this Agreement to be effective. **This payment authorization remains in effect until terminated per this Agreement.** *Per Kristopher Biley a City of Dothan check will be accepted. 02/12/10*

AUTHORIZATION FOR AUTOMATIC WITHDRAWAL OF FEES

By signing this Order, Customer authorizes Talech to automatically withdraw the Fees by initiating debit entries to Customer's account at the financial institution below, or any updated account provided by Customer.

Bank Name:	Name on Account:
ABA #:	DDA #:
*Please attach a copy of a voided check. (Instruction for attaching the voided check: Please scan the voided check or take a clear picture of the voided check using your phone and email it to yourself. Download the digital copy of your voided check on the device you use to sign this Order Form, click on the attachment tag on the right and check "UPLOAD", continue and click on "Upload A File" button and select the digital copy of your voided check, click on the "Done" button to finish.)	

AUTHORIZATION FOR AUTOMATIC BILLING TO CREDIT CARD

By signing this Order, Customer authorizes Talech to automatically bill the credit card below, or any updated credit card provided by Customer

Credit Card Number:	CVV:	Exp (MM/YYYY):	Zip:
Billing Address:			
Name Appearing on Card:			

Each party has executed this Agreement by their authorized representatives:

Talech, Inc.:

By:

Customer: *City of Dothan*

Name:

Title: *Mayor*Address: 410 Cambridge Ave, 2nd floor, Palo Alto 94306

By clicking the approve button, I agree to the terms and conditions of this order.

Name: Charlotte Langford

Title:

Res. No. _____ entering into a merchant agreement with Talech, Inc., continued.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

Mayor

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

RESOLUTION NO. _____

WHEREAS, thirteen years ago a group of employees from Dothan Leisure Services joined with area healthcare professionals to start the Annual Diabetes Prevention and Wellness Workshop; and

WHEREAS, the workshop is a full day of diabetes education offered through speakers, vendors, demonstrations, health screenings, and one on one "Ask the Expert Sessions"; and

WHEREAS, in addition to offering diabetes education to the Wiregrass Area, this event is used to raise funds for the Wiregrass Diabetes Coalition.

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

Section 1. That the City of Dothan applies for and accepts a grant award from the Wiregrass Foundation in the amount of \$5,000.00 for catering and miscellaneous expenses for the Annual Diabetes Prevention and Wellness Workshop, which said application follows:

Wiregrass Foundation Micro-Grant Application**Before You Begin...****Please Note:**

- **Log into your account at https://www.GrantRequest.com/SID_1694?SA=AM to access saved and submitted requests.**
- **Add mail@grantapplication.com and mail@gogiftsonline.com to your safe senders list to ensure you receive all system communications.**
- **The Foundation's investment in education is extensive, therefore, individual schools may not apply for Micro-Grants.**

Organization Information**General Information**

Legal Name	Organization Name
Dothan Leisure Services	Dothan Leisure Services

Organization Legal Address
P.O. Box 2128

City	State	Zip Code
Dothan	AL	36302

Phone	Web Address
334 701-9606	dothanleisureservices.org

Organization Annual Budget
\$89,700.00

Background Information:**Organization Mission Statement**

Dothan Leisure Services shall enhance the quality of life of Dothan's citizens by: maintaining quality parks and recreation facilities; providing comprehensive and customer friendly leisure activities for citizens of all ages; creating tourism through events; planning future programs and facilities as area needs changes.

5,000.00

10/20/2016

Request Amount

If different from total Project Budget, list funding partners (and dollars funded) in Summary of Project

5,000.00

Project Start Date

10/20/2016

Program Classification:**Please select the classifications that best describe this particular project:**

Geographical Area Served

Houston County

Program Area

MICRO GRANT

Type of Support

New Program

If your request involves an Equipment purchase, please attach a quote from the vendor that details the item to be purchased and the actual cost. Your requested amount should match the quoted amount.

Micro-Grant Request

Project Request

Please remember: Micro-Grants are intended to assist with single issue/single activity projects of \$5,000 or less. They are intended for unbudgeted or unforeseen opportunities. No contributions to campaigns or multi-year projects will be funded through this program, and organizations may not increase the \$5,000/year cap by joining with another agency to submit a cooperative proposal. Projects funded through the Micro-Grant Program are required to be conducted and completed within the calendar year in which the application was approved. For purposes of this program, a "year" shall mean a calendar year, regardless of the recipient organization's fiscal year. Minimal reporting is required and will be specified at the time of the award. The Foundation's investment in education is substantial, therefore, individual schools may not apply for Micro-Grants. Receipt of a Micro-Grant award will not preclude an organization from submitting a request under the regular grant program.

Summary of Project

Provide a summary of no more than 300 words explaining the primary goals to be achieved with this project.

Thirteen years ago a group of employees from Dothan Leisure Services joined with area healthcare professionals to start the Annual Diabetes Prevention and Wellness Workshop in response to the epidemic that diabetes has become. The workshop is a full day of diabetes education offered through speakers, vendors, demonstrations, free health screenings, and one on one "Ask the Expert Sessions". The event will be held at the Dothan Civic Center on Thursday, October 20th, 2016 from 8:00 a.m. until 2:00 p.m. There is no charge to attend; breakfast and lunch are provided free of charge. Over the past thirteen years approximately 7,000 participants have attended the workshop.

In addition to offering diabetes education to the Wiregrass Area, this event is used to raise funds for the Wiregrass Diabetes Coalition. Facilitated by the Alabama Department of public Health, the coalition provides diabetic supplies and medicine for diabetics who have no health insurance. The City of Dothan facilitates the accounting of revenues for the workshop and donates the proceeds to the Wiregrass Diabetes Coalition. During the last thirteen years approximately \$86,800 has been raised for the coalition by the workshop. The diabetes workshop committee request grants to cover the cost of speakers, printing, and catering for this event. The City of Dothan donates the use of the Civic Center and staffing. Vendor fees and corporate sponsorship are donated to the Wiregrass Diabetes Coalition.

We are asking the Wiregrass Foundation for a grant of \$5,000 to cover catering, and miscellaneous expenses for the 14th Annual Diabetes Prevention and wellness Workshop.

If there is a difference in the Project Budget and the Request Amount, please list below all other sources of revenue, amounts from each, and whether these funds are already secured or only requested from the sources.

List: Revenue Source, Amount, Secured or Requested?

Attachment

Board of Directors

Please upload a copy of your current Board of Directors

[City Commission.docx](#)

Equipment Quote



Health | Education | Quality of Life

June 21, 2016

Stephanie Wingfield, Recreation Program Coordinator
Dothan Leisure Services
PO Box 2128
Dothan, AL 36302

RE: Micro-Grant Request #1063.022MG – Annual Diabetes and Wellness Workshop
Grant Term: 10/20/2016 - 10/20/2016

Dear Stephanie:

Wiregrass Foundation is pleased to notify you that your request for assistance in funding 14th Annual Diabetes Prevention and Wellness Workshop was approved at the 6/20/2016 Board of Directors Micro-Grant Committee meeting. Enclosed please find your award payment of \$5,000.00.

By endorsing and depositing the enclosed check, you warrant the following:

- That since your submittal of the application for this award, there has been no change in your I.R.S. tax classification as a tax-exempt organization described in Internal Revenue Service Code sections 501(c)(3) and 509(a)(1) or (2); a state college or university under 511 (a)(2)(B); a state or political subdivision under 170 (c)(1); or a private operating foundation 4940 (d).
- That the grant funds will be used only as specified in your approved grant application. Micro-Grant funds may not be reallocated to other projects or purposes. If the project is not to be completed as described in the approved application, immediately contact WF to arrange a refund of the grant award amount.
- That if you choose to include Wiregrass Foundation in any publicity for this project, please contact us in advance.

During the term of this grant, our staff may contact you to hear of your accomplishments with this Micro-Grant. As always, please don't hesitate to contact us if you have any questions related to this award.

Sincerely,

Amber Hancock
Office Administrator

Enclosure

cc: Elston Jones

1532 Whatley Drive
Dothan, Alabama 36303
p 334.699.1031
w wiregrassfoundation.org

Resolution No._____Applying for and accepting a grant award from the Wiregrass Foundation for the Annual Diabetes Prevention and Wellness Workshop continued.

Section 2. That the sum of \$5,000 be appropriated in FY 2017 to General Fund/Dothan Recreation Fund/Culture & Recreation/Other Services & Charges/Professional Services, Account Number 001-4801-548.30-42, Project #DIABET for the Annual Diabetes Prevention and Wellness Workshop. This appropriation is to be funded by increasing the General Fund/Grant Revenues/Wiregrass Foundation, Account Number 001-0000-331.71-00 by the sum of \$5,000.00 in FY 2017

Section 3. That Mike Schmitz, Mayor of the City of Dothan and in such capacity, is hereby authorized and directed to apply for and accept the said grant for and in the name of the City of Dothan.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

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

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS



CITY OF DOTHAN, ALABAMA
July 5, 2016
EXHIBIT "A"
BIDS TO BE AWARDED

DEPARTMENT	BID#	#ITB ¹	ITEM	VENDOR	AMOUNT
Public Works Environmental Services	14-099	18	² 95-Gallon Refuse Container with 12" Plastic Snap-On Wheels, Standard Color Blue (For Recycling), with RFID Chip: A.D.E.M. Grant 2015 Quantity 1024 (or more) Unit Price: <u>\$48.87</u> Total Price: <u>\$50,042.99</u>	Schaefer Systems Intl. Charlotte, NC.	\$ 50,042.99
DEPARTMENT	BID#	#ITB ¹	ITEM	VENDOR	AMOUNT
Dothan Utilities Wastewater Collection	16-045	185	Motor Control Panel with SCADA Material, Labor & Equipment to Construct Provide, Test & Commission One (1) Complete & Operable SCADA Panel, per City of Dothan bid Specifications: Lakewood Lift Station (Duplex)-114 Berry Patch Lane Unit Price: <u>\$26,398.00</u>	Revere Control Systems Birmingham, AL	\$ 26,398.00

OTHER PURCHASES over \$15,000

DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services for Leisure Services Westgate	Purchase Materials for Interior Painting of Westgate Indoor Pool³: Tnemec products will be used to ensure continuity of materials.	Tnemec Co. Inc. Dallas, TX.	\$ 3,678.85
DEPARTMENT	ITEM	VENDOR	AMOUNT
Dothan Utilities Waste Water Treatment	Rental of a Belt Filter Press for Sludge Facility: Original Rental: <u>\$13,750.00</u> Rental was longer than anticipated costing another <u>\$6,900.00</u> Contractor, J P Construction, caused the problem and they are agreeable to having this amount paid to the vendor by the City and then deducted from their last invoice. This will cause the amount paid to this vendor to exceed \$15,000 in one year. Quotes were obtained originally: Greensouth Solutions LLC: Unit Price: <u>\$2,500.00</u> , Press Rentals: Unit Price <u>\$6,500.00</u> and H & A Resource Mgt.: Unit Price: <u>\$7,800.00</u> All units are per hour.	Greensouth Solutions, LLC. Floral, AL.	\$ 20,650.00

Notes:

¹ITB-Invitations to Bid

²This is an additional purchase from the awarded bid at the same bidded unit cost.

³A purchase was previously approved for \$23,695.55. An additional \$3,678.85 will be required.

RESOLUTION NO. _____

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

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

PASSED, ADOPTED AND APPROVED on _____.

Mayor

ATTEST:

Associate Commissioner District 1

City Clerk

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6

BOARD OF CITY COMMISSIONERS

EXHIBIT "A"

<u>NAME</u>	<u>CONFERENCE</u>	<u>AMOUNT</u>
Rachel David	FBI LEEDA; Supervisor Leadership Institute Bossier City, LA	\$ 905.00
P. Markow	Mossberg 500/590 Armorer Course Marianna, FL	\$ 470.00
S. Hancock	Simunition Scenario Instructor and Safety Course Marianna, FL	\$ 625.00
Scott Owens	Drug Recognition Expert School #4 (as instructor) Field Evaluations Jacksonville, FL	\$ 647.31
Ray Mock Jeremy Kendrick William Wozniak Will Kaufmann	SKIDDS – SWAT & K9 Interaction During Deployment School Warner Robbins, GA	\$ 3,470.00
Mike Butler Trevor Cotton	71 st Annual AWPCA Short Course School and Conference Phenix City, AL	\$ 977.00
Marshall Perry	46 th Annual International Entertainment Buyer's Association (IEBA) Conference Nashville, TN	\$ 2,414.68