

**AGENDA
CITY COMMISSION MEETING
DOTHAN, ALABAMA
10:00 A.M., July 19, 2016**

1. **Invocation: Pastor Clark Cornelius - Grace Anglican Mission Church**

2. **Pledge of Allegiance: Commissioner Ferguson**

3. **Roll Call:**

Schmitz__Dorsey__Newsome__Kirkland__Ferguson__Kenward__Crutchfield__

4. **Approval of Previous Minutes:**

- Minutes of Meeting of July 5, 2016.

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

6. **Communications from City Manager:**

7. **Communications from City Clerk:**

- Application for a Bail Bonding License by Tarik Y. Register, d/b/a Kirkland's Bonding Company, LLC, located at 1909 Montgomery Highway, Suite 402.

Documents:

[application for bail bonding license.pdf](#)

8. **Public Hearing regarding the abatement and removal of noxious or dangerous weeds.**

Documents:

[weed abatement pics.pdf](#)

9. **Public Hearing regarding the demolition and removal of unsafe structures.**

Documents:

[demolition pics.pdf](#)

10. **Ord. No. _____ Rezoning property owned by multiple land owners, located in the Ardilla Community from L-I (Light Industrial) District to A-C & R-1 (Residential, Single-Family, Very Low Density and Residential, Single-Family, Low Density) Districts.**

Documents:

[rezoning multiple land owners.pdf](#)

11. **Ord. No. _____ Rezoning property owned by Dothan Community Church, located at 4390 Westgate Parkway from L-I (Light Industrial) District to A-C (Residential, Single-Family, Low Density) District.**

Documents:

[rezoning dothan community church.pdf](#)

12. **Ord. No. _____ Rezoning property owned by The Haven, Inc., located at 831 John D. Odom Road from O-I & R-1 (Office/Institutional & Residential, Single-Family, Very Low Density) Districts to R-1 & O-I (Residential, Single-Family, Low Density & Office/Institutional) District, respectively.**

Documents:

[rezoning the haven.pdf](#)

13. **No. _____ Declaring certain properties which are overgrown with weeds, scrub, wild bushes, grass and other vegetable growth as injurious to the health, safety and welfare of the community as nuisances and ordering that the properties be abated.**

Documents:

[weed abatements.pdf](#)

14. **Res. No. _____ Declaring certain properties which are overgrown with weeds, scrub, wild bushes, grass and other vegetable growth as injurious to the health, safety and welfare of the community as nuisances and calling for a public hearing to be held on the matter during the regularly scheduled commission meeting on August 16, 2016.**

Documents:

[weed abatement setting public hearing.pdf](#)

15. **Res. No. _____ Confirming the cost incurred in notification and abatement of certain properties determined to be nuisances by Resolution Number 2016-148 and 2016-164 and turning the costs over to the County Tax Collector so that the amounts can be added to the next regular bills for taxes levied against the respective lots and parcels of land.**

Documents:

[cost assessment weeds.pdf](#)

16. **Res. No. _____ Confirming the cost incurred in notification and abatement of certain properties determined to be in violation of Article III, Chapter 106 of the City of Dothan Code of Ordinance (repeat offenders) and turning the costs over to the County Tax Collector so that the amounts can be added to the next regular bills for taxes levied against the respective lots and parcels of land.**

Documents:

[cost assessment weeds repeat offender.pdf](#)

17. **Res. No. _____ Declaring certain properties as creating a nuisance, constituting a hazard to the public health, safety and convenience of the citizens of the City of Dothan and authorizing the demolition and removal of the said structures.**

Documents:

[demolition of properties.pdf](#)

18. **Res. No. _____ Assessing properties for the cost of demolition of substandard structures and turning the amounts over to the county tax collector to be added to the next regular bills for taxes levied against the respective lots and/or parcels of land.**

Documents:

[cost assessment demolition.pdf](#)

19. **Res. No. _____ Applying for and accepting a grant in the amount of \$3,000.00 from the State of Alabama Historical Commission for the purpose of expanding the existing boundaries of the National Register Downtown Commercial District and agreeing to provide matching funds in the amount of \$2,000.00, and appropriating funds for said grant.**

Documents:

[application for grant funds to the state of al historical commission.pdf](#)

20. **Res. No. _____ Approving the 2016 (Second Year) Annual Action Plan for the Community Development Block Grant (CDBG) Program.**

Documents:

[cdbg annual action plan.pdf](#)

21. **Res. No. _____ Amending the Community Development Block Grant Annual Action Plans for FY 2010, FY 2011, and FY 2012 to reprogram \$145,008.31 to support Habitat's Emergency Housing Repair and Weatherization program, Wiregrass Rehabilitation Center Equipment and DDRA Façade Improvement Program.**

Documents:

[reprogramming cdbg entitlement funds.pdf](#)

22. **Res. No. _____ Entering into an agreement with the Alabama Department of Transportation for the purpose of administering U.S. Department of Transportation Financial Assistance for Transportation Planning.**

Documents:

[agreement transportation planning process.pdf](#)

23. **Res. No. _____ Entering into a permit agreement with the Alabama Department of Transportation for the installation of cured-in-place pipe (CIPP), PVC sanitary sewer gravity pipe, replacement of 1 manhole, lining of 5 manholes, reconnecting sanitary sewer laterals, pavement replacement in the trench area only, and removing and replacing of all conflicting items (curb, curb & gutter, gas main, water main, etc.) on Woodland Drive from W. Main Street to S. Orange Street.**

Documents:

[agreement aldot woodland main orange streets.pdf](#)

24. **Res. No. _____ Entering into a Memorandum of Agreement with the Alabama Law Enforcement Agency (ALEA) for reimbursement of registration fees in the amount of \$13,000.00 for student officers successfully graduating from the Alabama Criminal Justice Training Center (ACJTC) in Selma, Alabama.**

Documents:

[memorandum of agreement with alea.pdf](#)

25. **Res. No. _____ Entering into an agreement with the Organized Crime Drug Enforcement Task Forces (OCDETF) Program for reimbursement of overtime expenditures related to the Organized Crime Drug Enforcement Task Force in the amount of \$12,000.00, and appropriating funds for said project.**

Documents:

[agreement organized crime drug enforcement task forces.pdf](#)

26. **Res. No. _____ Entering into an agreement with Dick's Sporting Goods for sponsorship of the Dothan Leisure Services Youth Football and Soccer programs.**

Documents:

[agreement dicks sporting goods.pdf](#)

27. **Res. No. _____ Appointing David Crutchfield as the City of Dothan representative on the Alabama Municipal Electric Authority's Membership Election Committee.**

Documents:

[appt david crutchfield amea.pdf](#)

28. **Res. No. _____ Approving payment of invoices for the month of June, 2016 in the amount of \$14,154,574.34.**

Documents:

[invoices.pdf](#)

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

Documents:

[bids and purchases.pdf](#)

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

Documents:

[travel requests.pdf](#)

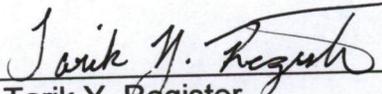
31. **Adjournment.**

June 21, 2016

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

Honorable Mayor and City Commission:

I, Tarik Y. Register, d/b/a Kirkland's Bonding Company, LLC, located at 1909 Montgomery Highway Suite 402, respectfully request approval of a Bail Bonding License to do business in the City of Dothan.


Tarik Y. Register

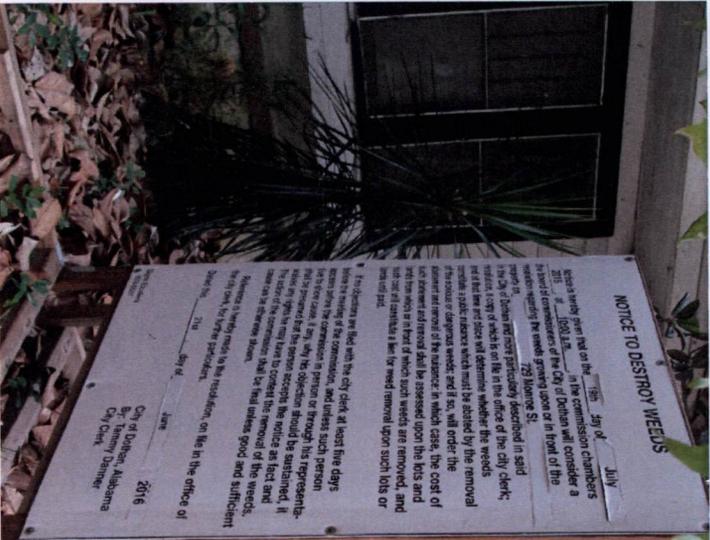
City of Dothan

*Public Hearing
for Weed Abatement
July 19, 2016*

Department of Planning and Development



Weed Abatement 729 Monroe St.





Weed Abatement 411 Mallon St.



City of Dothan

Housing Abatement Hearing

...July 19, 2016...

Department of Planning and Development

Todd L. McDonald, AICP, Director



Nuisance Abatement *....173 Webb Rd....*



➤ **Fire Damage**

➤ **FLOOR COLLAPSE**

➤ **ELECTRICAL HAZARDS**



➤ **UNSECURED**

➤ **UNSAFE**

➤ **ROOF COLLAPSE**



Nuisance Abatement173 Webb Rd....



➤ FIRE DAMAGE

➤ FLOOR COLLAPSE

➤ ELECTRICAL HAZARDS



➤ UNSECURED

➤ UNSAFE

➤ ROOF COLLAPSE



Nuisance Abatement173 Webb Rd....



➤ **FIRE DAMAGE**

➤ **FLOOR COLLAPSE**

➤ **ELECTRICAL HAZARDS**



➤ **UNSECURED**

➤ **UNSAFE**

➤ **ROOF COLLAPSE**



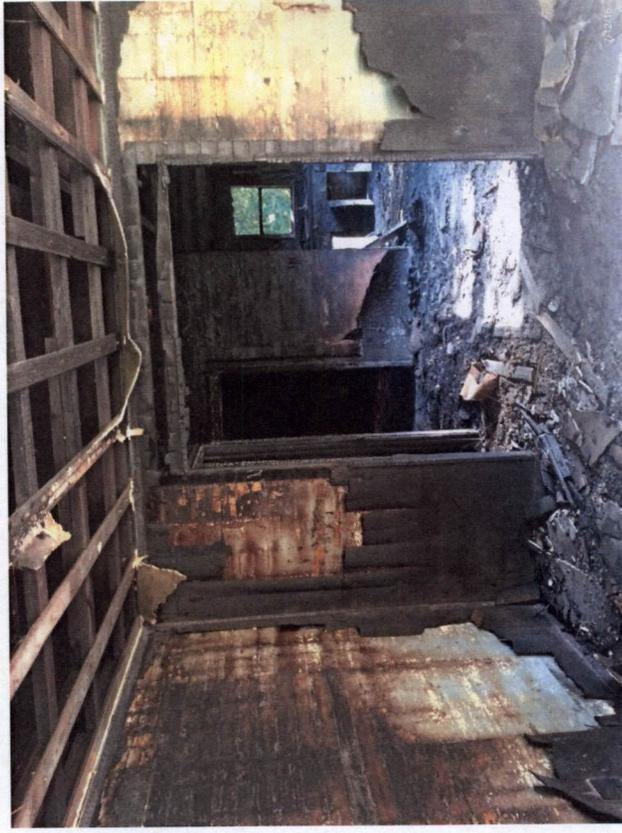
Nuisance Abatement 179 Webb Rd....



➤ FIRE DAMAGE

➤ FLOOR COLLAPSE

➤ ELECTRICAL HAZARDS



➤ UNSECURED

➤ UNSAFE

➤ ROOF COLLAPSE



Nuisance Abatement179 Webb Rd....



➤ FIRE DAMAGE

➤ FLOOR COLLAPSE

➤ ELECTRICAL HAZARDS



➤ UNSECURED

➤ UNSAFE

➤ ROOF COLLAPSE



Nuisance Abatement179 Webb Rd....



➤ FIRE DAMAGE

➤ FLOOR COLLAPSE

➤ ELECTRICAL HAZARDS



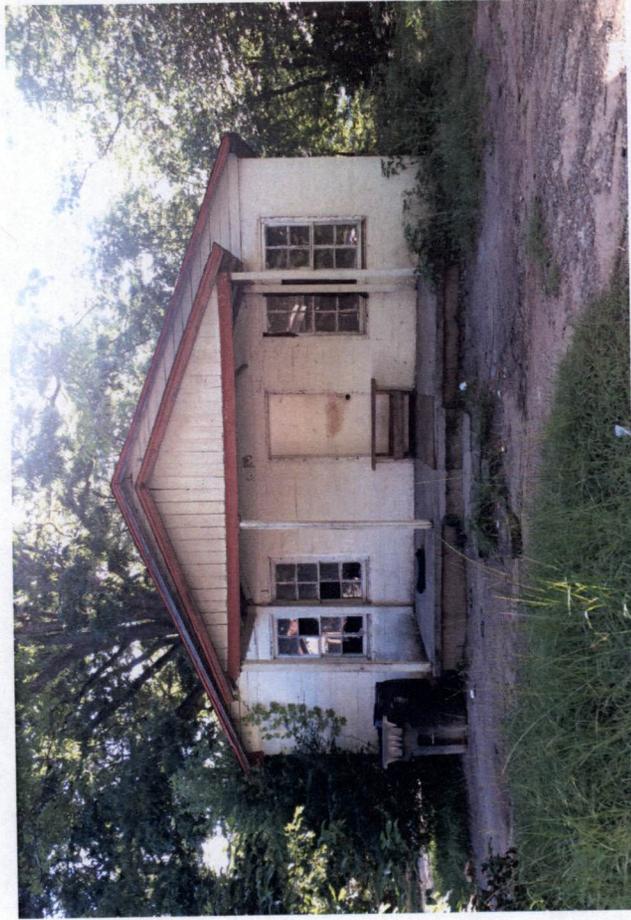
➤ UNSECURED

➤ UNSAFE

➤ ROOF COLLAPSE



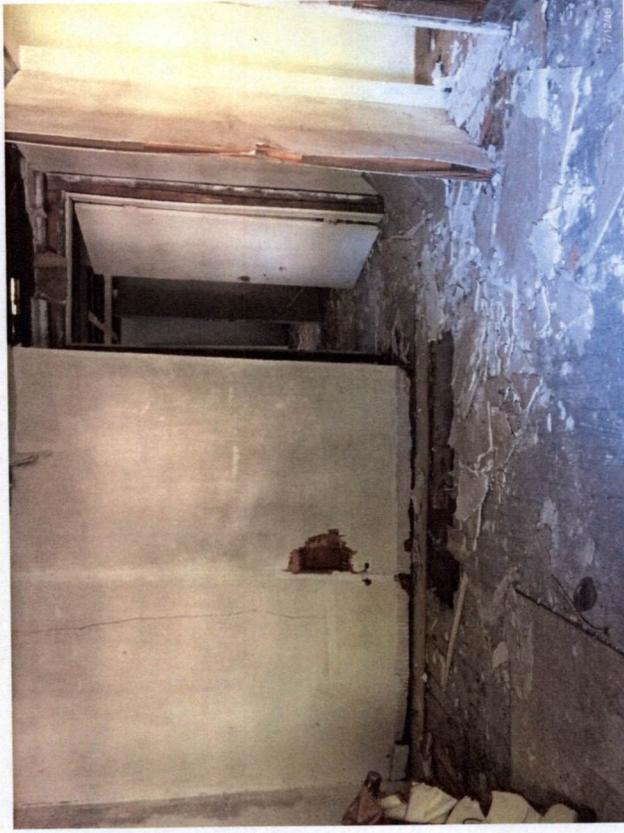
Nuisance Abatement402 Logue St....



➤ **UNSANITARY**

➤ **FLOOR COLLAPSE**

➤ **ELECTRICAL HAZARDS**



➤ **UNSECURED**

➤ **UNSAFE**



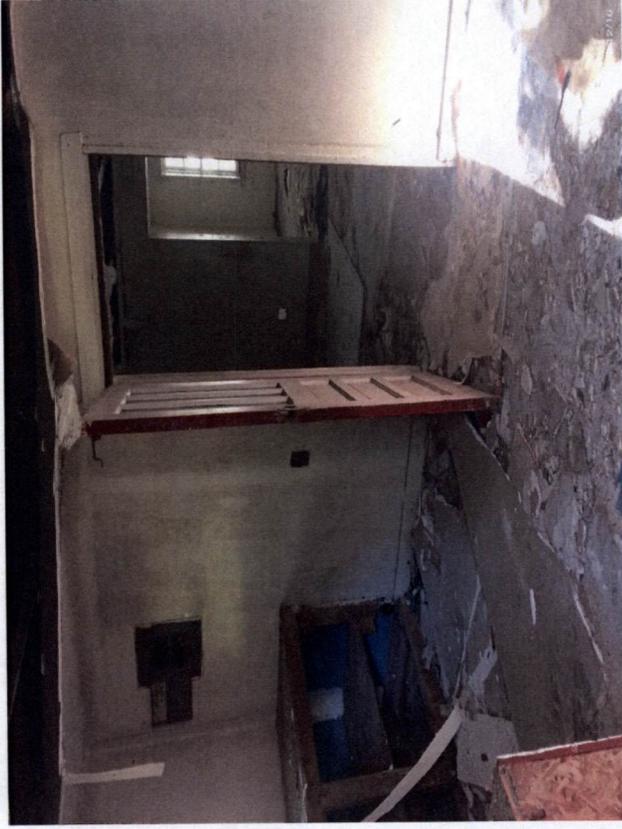
Nuisance Abatement *....402 Logue St....*



➤ **UNSANITARY**

➤ **FLOOR COLLAPSE**

➤ **ELECTRICAL HAZARDS**

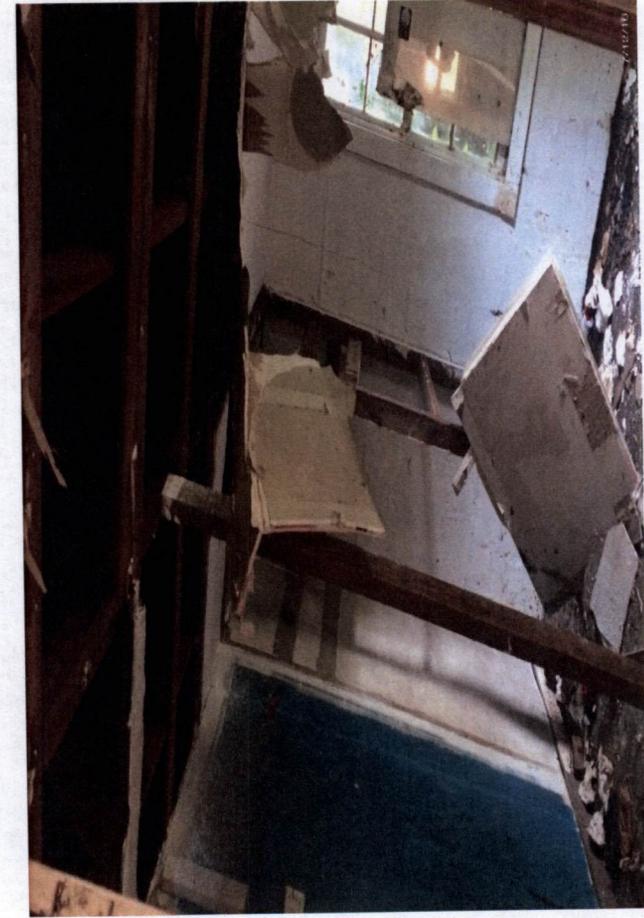


➤ **UNSECURED**

➤ **UNSAFE**



Nuisance Abatement402 Logue St.....



➤ **UNSANITARY**

➤ **FLOOR COLLAPSE**

➤ **ELECTRICAL HAZARDS**

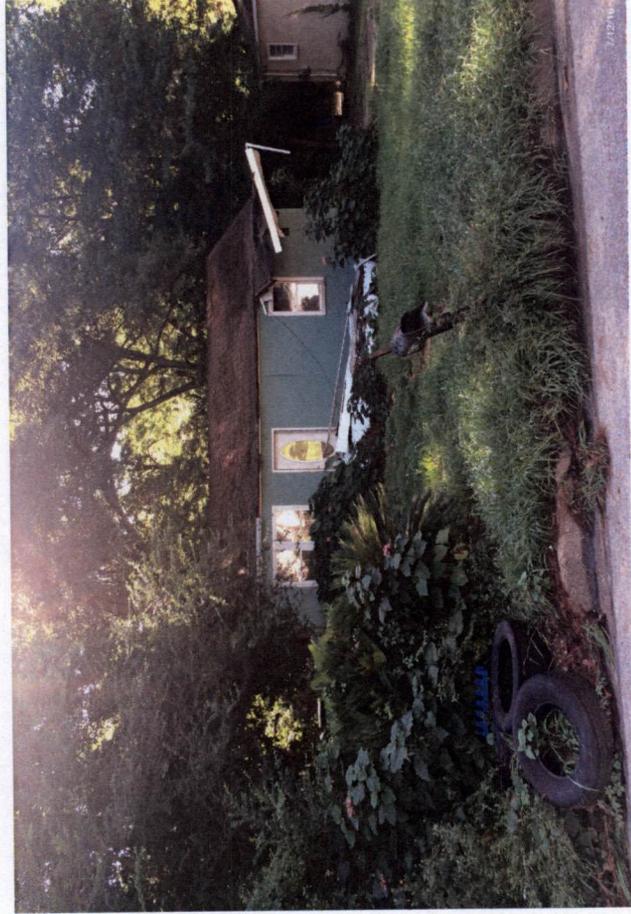


➤ **UNSECURED**

➤ **UNSAFE**



Nuisance Abatement1214 Greenwood Dr....



➤ **UNSANITARY**

➤ **FLOOR COLLAPSE**

➤ **ELECTRICAL HAZARDS**



➤ **UNSECURED**

➤ **UNSAFE**

➤ **CEILING COLLAPSE**



Nuisance Abatement1214 Greenwood Dr....



➤ **UNSANITARY**

➤ **FLOOR COLLAPSE**

➤ **ELECTRICAL HAZARDS**



➤ **UNSECURED**

➤ **UNSAFE**

➤ **CEILING COLLAPSE**

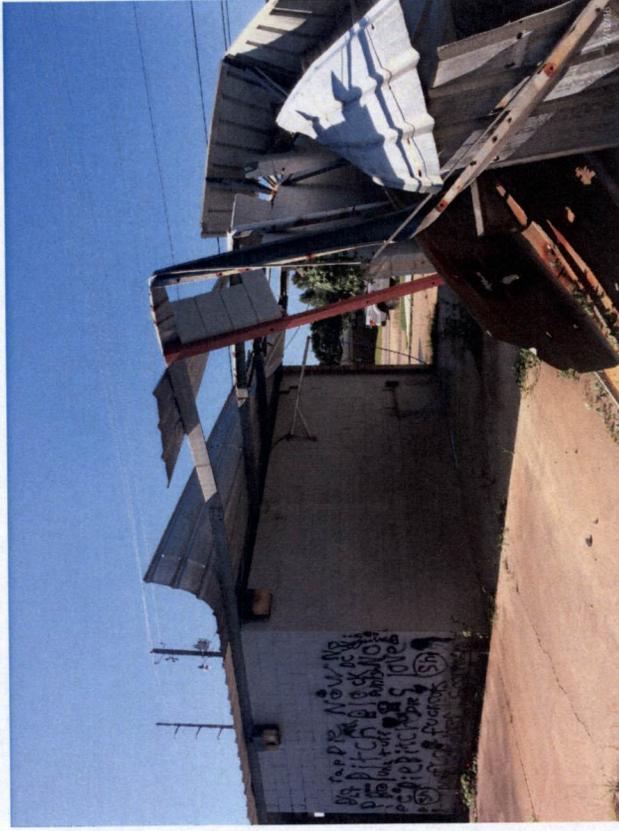


Nuisance Abatement2202 Flynn Rd....



➤ **UNSAFE**

➤ **WALL COLLAPSE**

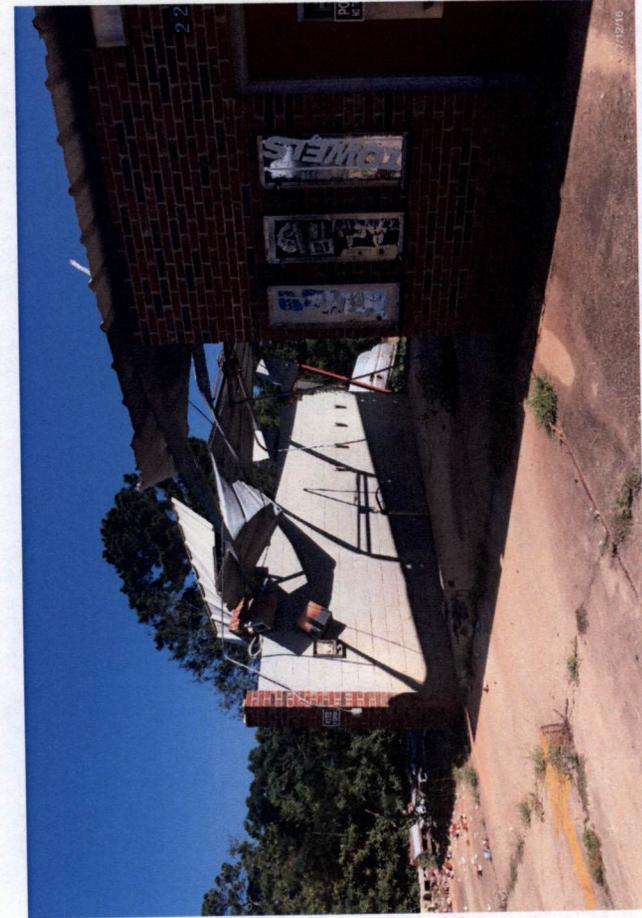


➤ **UNSECURED**

➤ **ROOF COLLAPSE**

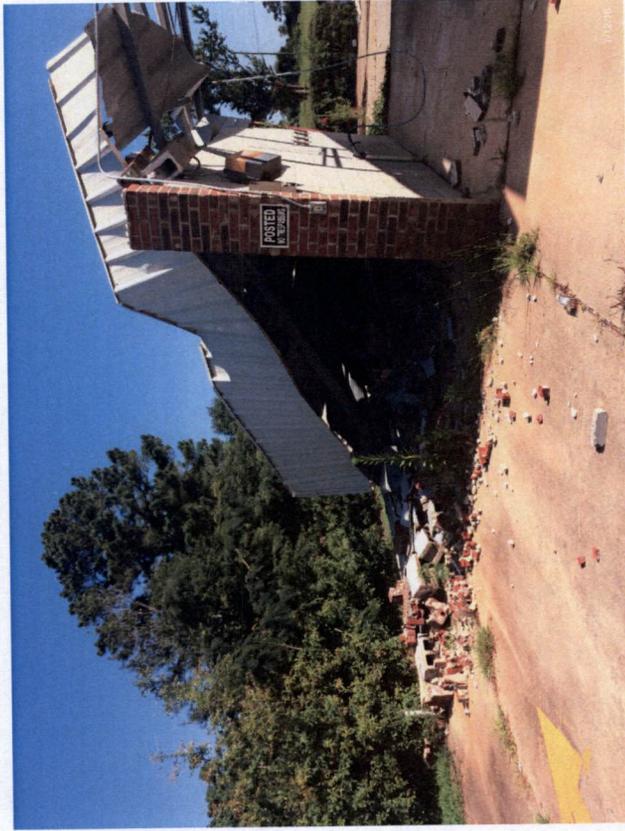


Nuisance Abatement2202 Flynn Rd.....



➤ **UNSAFE**

➤ **WALL COLLAPSE**



➤ **UNSECURED**

➤ **ROOF COLLAPSE**



Nuisance Abatement601 Dogwood Trl....



➤ FIRE DAMAGE

➤ UNSAFE



➤ UNSECURED

➤ ROOF COLLAPSE



Nuisance Abatement601 Dogwood Trl.....



➤ FIRE DAMAGE

➤ UNSAFE



➤ UNSECURED

➤ ROOF COLLAPSE



Nuisance Abatement504 Meadow Ct.....



- **STORM DAMAGE**
- **UNSAFE**
- **UNSANITARY**



- **UNSECURED**
- **ROOF COLLAPSE**



Nuisance Abatement504 Meadow Ct.....



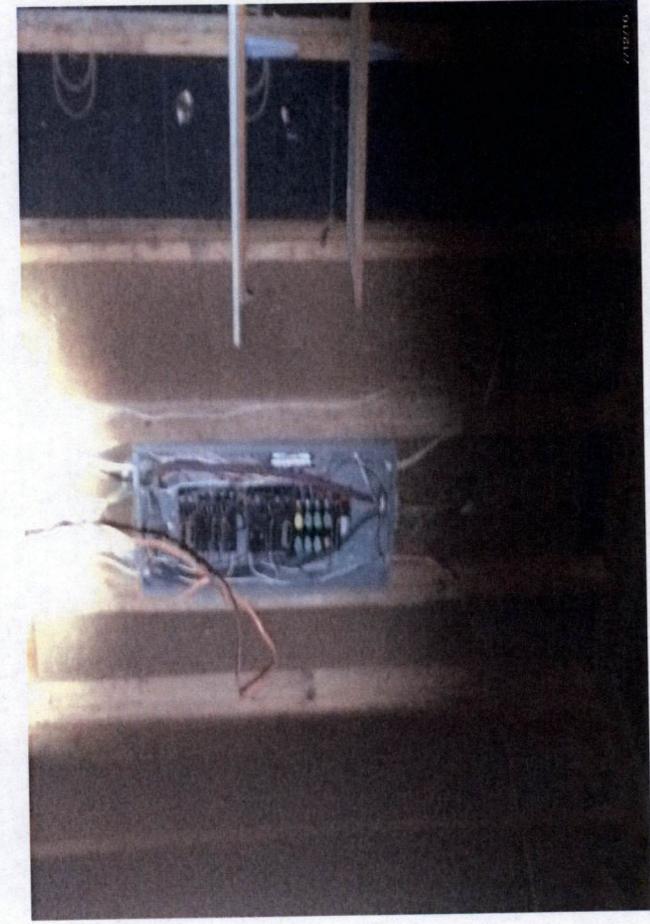
- **STORM DAMAGE**
- **UNSAFE**
- **UNSANITARY**



- **UNSECURED**
- **ROOF COLLAPSE**



Nuisance Abatement *.....504 Meadow Ct.....*



➤ **UNSAFE**

➤ **STORM DAMAGE**

➤ **UNSANITARY**



➤ **UNSECURED**

➤ **ROOF COLLAPSE**

➤ **VANDALIZED**

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 an eight to zero vote by the Planning Commission of the City of Dothan, Alabama on June 15, 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 multiple land owners, now zoned L-I District by Chapter 114 of the Code of Ordinances and shown on the Zoning Map of the City of Dothan, Alabama, is hereby rezoned and classified as A-C and R-1 Districts:

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

381603053000013001

BEG @ SE COR OF NW1 4 OF SW1 4 OF S5 T2N R27E TH N 443.07 SE 520.18 S ALG R W 708.07 W 1733.49 NE 665 E 1179.92 TO POB
WATSON & DOWNS INVESTMENTS LLC L-I to A-C

381603053000008001

PT OF NE QTR OF NW QTR SEC 5 T2 N R27E
MARTIN KIRSTIN P & MICHAEL G L-I to A-C

381603053000008003

LOC IN NE QTR OF SW QTR OF SEC5 T2N R27E COM @ SW INT OF SAUNDERS RD & BEVERLY RD TH S ALG R W 463 (S) TO POB THE S ALG R W 210 W 150 S 100 NW 60.61 N 257.87 E 250.82 TO POB
VINSON ANDREW L & THERESA H L-I to A-C

381603053000008000

TRACT IN NW QTR OF SW QTR & NE QTR OF SW QTR SEC5 T2N R27E
VINSON DAVID E L-I to A-C

381603053000011000

LOT NE QTR OF SW QTR S5 T2 R27
VINSON, DAVID E L-I to A-C

381603053000010000

PT OF NE QTR OF SW QTR S5 T2 R27
MIMS LARRY M L-I to A-C

381603053000019001
TRACT LOCATED IN PT E HALF OF SW QTR S5 T2 R27
BOSTICK LENTON E L-I to A-C

381603053000019002
LOC IN NE1 4 OF SW1 4 OF SEC 5 T2N R27E COM @ SE COR OF SEC TH W 720 TO E R W
OF ARDILLA CT TH N ALG R W 63 E 209.7 T O POB TH N 209.54 E 77.8 SE 129.9 SW 82.73
W 104.4 TO P OB
DOTSON CRYSTAL L-I to A-C

381603053000015000
LOC IN NE1 4 OF SW1 4 OF SEC 5 T2N R27E COM @ SE COR OF SEC TH Q 720 TO E R W
OF ARDILLA CT TH N ALG R W 63 TO POB TH N ALG R W 210 S 209.54 W 209.7 TO POB
DOTSON CRYSTAL L-I to A-C

381603053000016000
LOT IN NE SW S5 T2 R27
MOSS A D & CAROLYN P L-I to A-C

381603053000001001
BEG AT INTER OF SE R W OF FORRESTER RD WITH NE R W OF HWY 53 SEC15 T2 R27
BETHEL BAPTIST CHURCH L-I to A-C

381603053000002000
LOT NE QTR OF NE QTR OF SW QTR SEC5 T2 R27
BETHEL BAPTIST CHURCH L-I to A-C

381603054000001001
BEG AT INTER OF SW R W FORRESTER RD & E LINE OF SW 1 4 OF NE 1 4 S5 T2 R27
BETHEL BAPTIST CHURCH L-I to A-C

381603051000004001
LOT IN SW OF SW QTR OF NE QTR S5 T2 R27
BETHEL BAPTIST CHURCH L-I to A-C

381603051000004002
PT OF SW QTR OF NE QTR S5 T2 R27
HOWARD CLARENCE CLIFFORD JR L-I to A-C

381603051000004003
LOC IN SW1 4 OF NE1 4 OF SEC 05 T2N R27E COM @ INT OF W LN O F SEC & S R W OF
FORRESTER RD TH NE ALG R W 180 S TO POB TH NE ALG R W 121.84 SW 185.13 SW
180.54 NW 175 TO POB
BETHEL BAPTIST CHURCH L-I to A-C

381603052000004001
PT SE QTR OF NW QTR N & E OF RD S5 T2 R27
HOWARD QUIDA & BARBARA BRYAN & ETALS L-I to A-C

381603052000004002
LOT IN SE QTR OF NW QTR S5 T2 R27
HOWARD QUIDA & BARBARA BRYAN & ETALS L-I to A-C

381603052000003000
LOC IN SE QTR OF NW QTR OF S5 T2N R27E BEG @ NW COR OF SEC TH E 926.66 S ALG R
W 1157.04 SW ALG R W FLARE 100.62 NW ALG R W 791.01 N 707.85 TO POB
TRINITY LUTHERN CHURCH INC L-I to A-C

381603053000004000
LOT NE QTR SW QTR S5 T2 R27
PRITCHARD EDWARD ROSS & PATRICE B L-I to A-C

381603052000006001
BEG @ INT OF W R W OF COTTONWOOD RD & S LN OF SE1 4 OF NW1 4 W 35783 TO
POB OF SEC 5 T2N R27E TH W 406.01 N 18053 NE 14167 SE ALG R
MUSSELWHITE JERRY & SHEILA L-I to A-C

381603053000004001
PT OF NE QTR OF SW QTR AT THE N W COR S5 T2N R27E
JONES JOHNNY PAUL L-I to A-C

381603053000012000
LOT IN NE QTR OF SW QTR OF S5 T 2 R27
JONES JOANN L-I to A-C

381603053000005001
LOT IN NW QTR OF SW QTR LYING IN SIDE RD S5 T2N R27E
THOMLEY AMERLIS G & NINA RONEY L-I to A-C

381603053000005004
LOC IN NW QTR OF SW QTR OF S5 T2N R27E COM @ INT OF E LN OF SEC & N R W OF E
SAUNDERS RD TH W ALG R W 401.17 TO POB TH N 150 W 100 S 150 E ALG R W 10 0 TO
POB
THOMLEY AMERRLIS G L-I to R-1

381603053000005003
LOC IN NW QTR OF SW QTR OF SEC5 T2N R27E COM @ NE INT OF E SAUNDERS RD &
LORAIN RD THE E A LG R W 110 TO POB TH E ALG R W 75 N 150 W 75 S 150 TO POB
ROBINSON WILLIE ELAINE L-I to R-1

381603053000005002
LOC IN NW QTR OF SW QTR OF SEC5 T2N R27E BEG @ NE INT OF E SAUNDERS RD &
LORAIN RD THE E A LG R W 110 NW 150 W 57.6 SW ALG R W 159.7 TO POB
RONEY NINA SUE L-I to R-1

381603052000009003
LOT IN SE QTR SW QTR NW QTR S5 T2 R27
BRADLEY RUFUS L-I to R-1

381603052000009001
LOT IN SW QTR OF NW QTR S5 T2 R
MCADAMS H JERRY & LYNN H L-I to A-C

381603052000010000
COM @ INT OF S R W OF COTTONWOOD RD & E LN OF SW1 4 OF NW1 4 OF SEC 5 T2N
R27E TH NE ALG R W 253.8 TO POB TH SW 150 NW 85 NE 150 SE ALG R W 85 TO POB
SMITH LOWELL L-I to R-1

381603052000011000
2 LOTS SW QTR OF NW QTR S5 T2 R27
RONEY NINA SUE L-I to A-C

381603052000015000
PT OF NW4 OF NW4 BEG WHERE E LINE INTS S RW OF MIMOSA DR S5 T2
WILDER KATRINA M L-I to A-C

381603052000004000
SE QTR OF NW QTR N & E OF RD S S5 T2 R27
SCOTT J LENDON SR L-I to A-C

381603052000004004
PT OF SE QTR OF NW QR S5 T2 R27
SCOTT J LENDON SR L-I to A-C

381603051000003002
PT OF SW QTR OF NE QTR BEG AT SW COR S5 T2 R27
SCOTT J LENDON SR L-I to A-C

381603051000003000
PT OF SW QTR OF NE QTR BEG WHERE E LN INTS N R W OF FORRESTER RD S5 T2N R27E
SCOTT J LENDON SR L-I to A-C

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 _____.

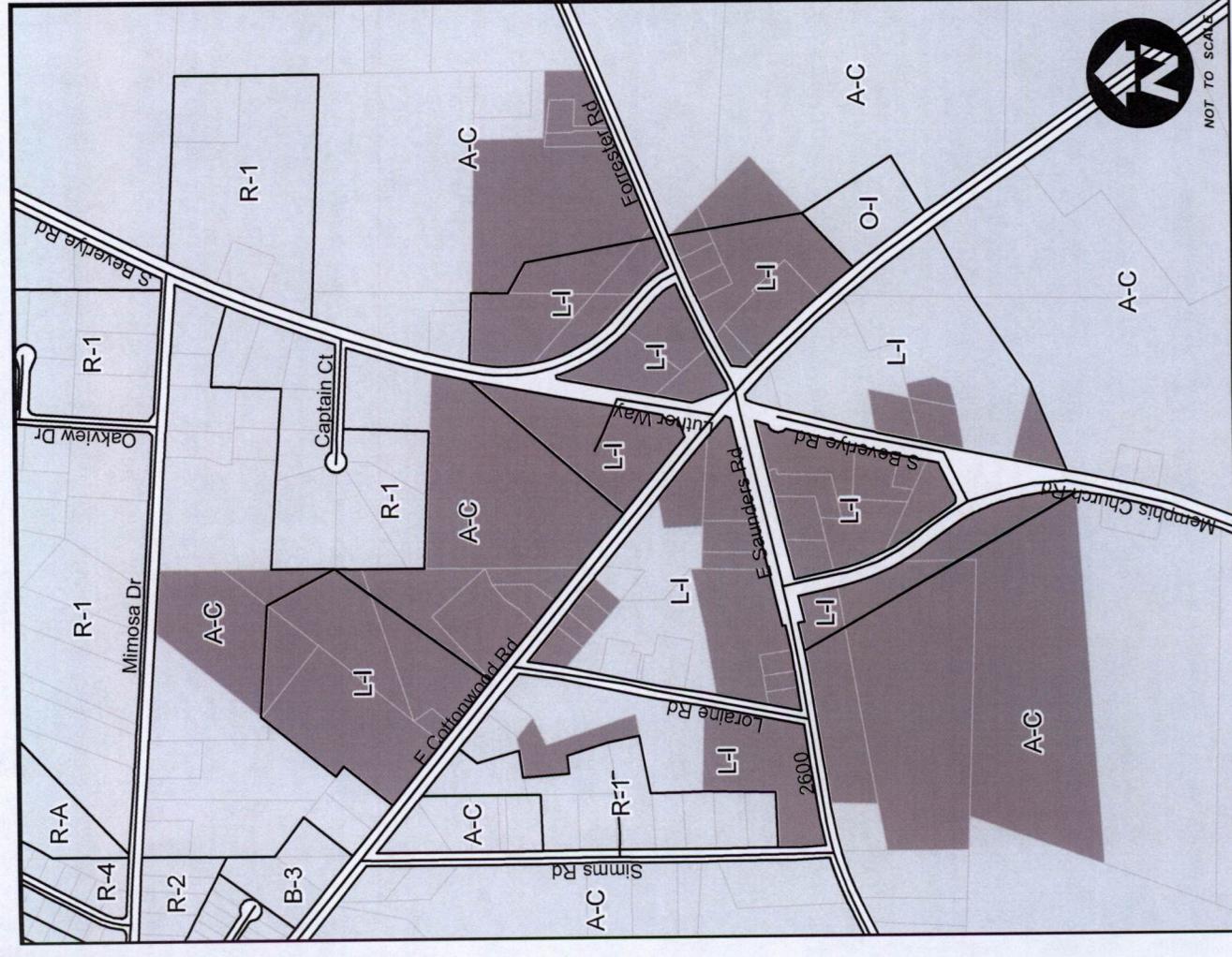
Tammy Danner, City Clerk

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.

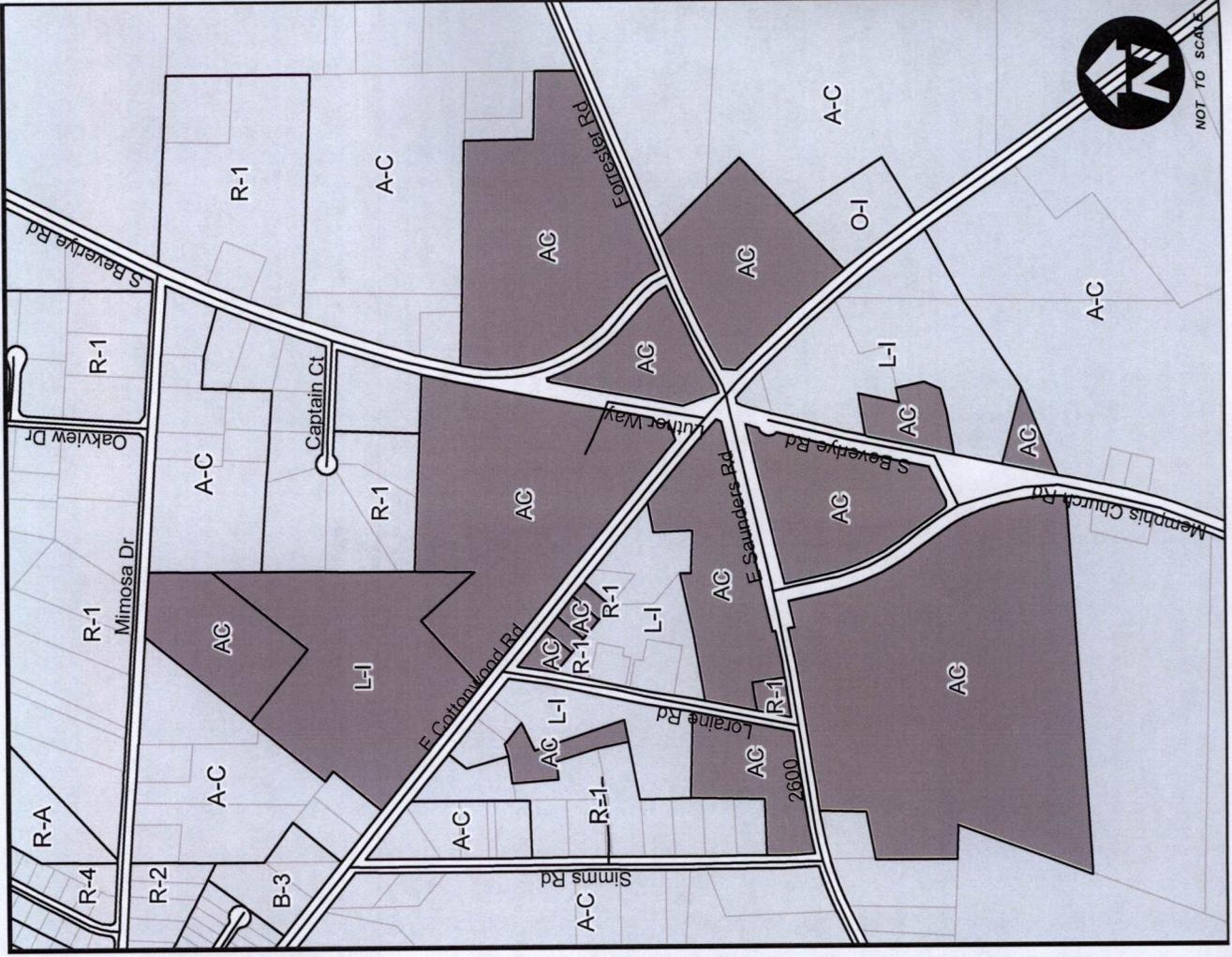
Tammy Danner, City Clerk

Rezoning: Ardilla Community (City Initiated)

Current Zoning



Proposed Zoning



A-C (Agricultural Conservation) and R-1 (Low Density Single Family Residential). There are numerous parcels under consideration that are today either residentially or agriculturally used. Residential and agricultural uses are not allowed within the L-I zoning district. The parcels under consideration are shown on the above map and on the attached list of owners (Exhibit 1).

Background: The Planning and Development Department became aware of this situation in March when a real estate appraiser inquired about a single-family residence located at 2534 Ardilla Court. At that time, the department determined that the property was zoned L-I and that the existing single-family residence was a legally existing nonconforming use. As a result, the property owner was unable to finalize the refinancing of his home due to the nonconforming status of his property. Further investigation revealed that there were many other parcels within the vicinity that were similarly affected.

Each affected property owner was mailed a letter explaining the proposed rezoning action and staff has received numerous calls regarding the proposal. A copy of the letter is included with this report (Exhibit 2).

Issue: The reason that the City is initiating a rezoning of these L-I zoned properties is because most are currently being used for either residential or agricultural purposes, both of which are uses that are not allowed within the L-I zoning district. This has and will continue to create problems for property owners wishing to either build new homes or expand their existing homes and further creates an unnecessary burden that can be corrected by rezoning the property.

In order to meet the minimum lot size requirements of the zoning regulations, those owners whose properties are less than 1 acre in size are recommended to be rezoned to R-1. All others are recommended to be rezoned to A-C. To clarify, the minimum required lot size in the A-C District is 1 acre.

Dimensional Regulations

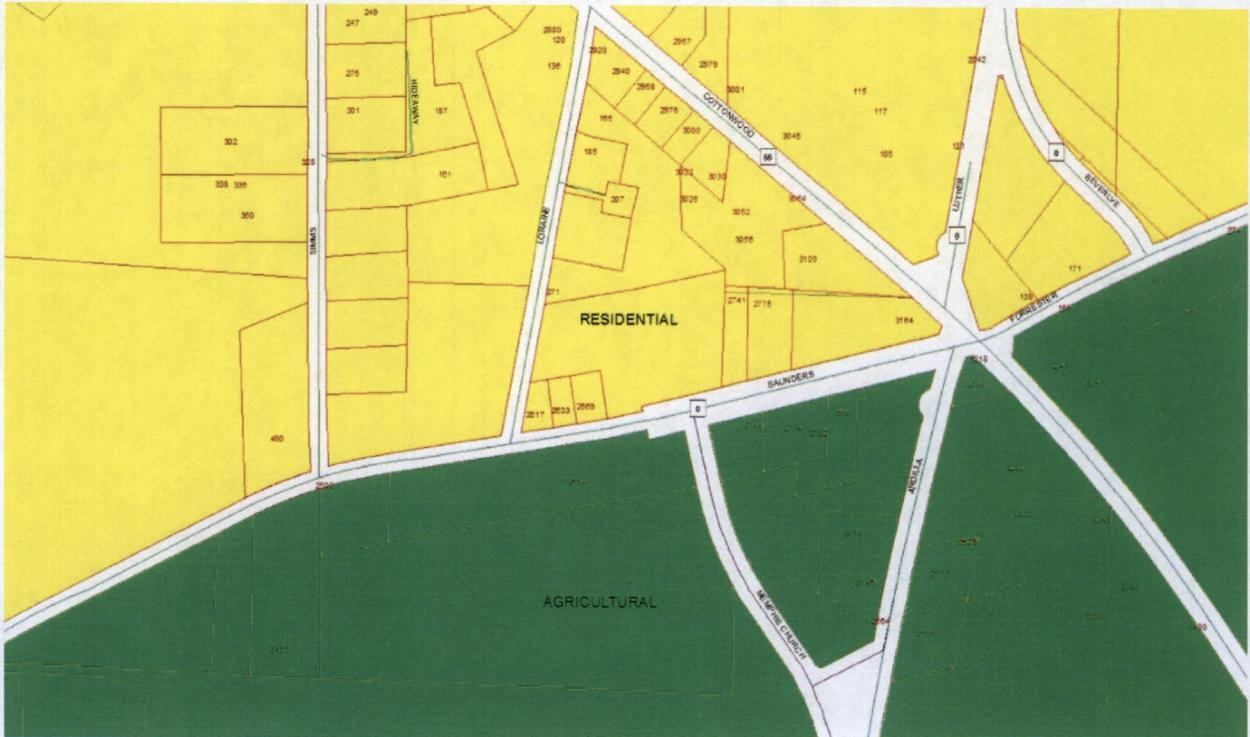
	A-C	R-1
Minimum Lot Size	1 acre	12,000 sq. ft.
Minimum Lot Width	135 feet	100 feet
Front yard Depth	50 feet	30 feet
Rear Yard Depth	40 feet	35 feet
Side Yard Width	15 feet	10 feet
Max. Coverage	25%	25%

The City of Dothan recognizes that the current zoning arrangement is problematic and has initiated this corrective rezoning action as a courtesy to owners of the affected

properties. Otherwise, all of the expenses associated with the rezoning process would be the responsibility of the individual land owner.

The City has no objection to any owner wishing to opt out of this rezoning process. However, any owner opting out may not be able to obtain building permits or use their property in a way that is inconsistent with the current light industrial zoning.

Land Use Compatibility/Land Use Plan: The Future Land Use Map (FLUM) shows that this area of the City is suitable for Single-Family Residential and Agricultural/Open Space uses. The proposal is therefore consistent with the FLUM.



FLUM

Land Use Impact on Vicinity: No impact. The existing established land use pattern is a mix of agricultural, industrial and residential uses.

Impact on the Environment: N/A

Impact on Travel:

Traffic Engineering Comments: No comments.

Impact on Public Services and Facilities:

Engineering Comments: No comments received.

Utilities Comments: No comments received.

Fire Marshal's Comments: Additional fire protection may be needed once developed.

Staff Recommendation:

Staff recommends that Case No. RZ-16-0183, a City initiated request to rezone the subject parcels as depicted on the Subject Properties map in this report and as listed in Exhibit 1, from L-I to A-C & R-1, having been duly considered in a public hearing held on June 15, 2016, following advertised legal notice, **be referred to the Dothan City Commission for approval** with an affirmative recommendation from the Planning Commission subject to the provisions of the *City of Dothan Zoning Ordinance*.



CITY OF DOTHAN

Department of Planning and Development

P. O. BOX 2128 · DOTHAN, ALABAMA 36302 · 334-615-4410 (o) · 334-615-4419 (f)
www.dothan.org

Todd L. McDonald, AICP, Director

May 2, 2016

Exhibit 2 RZ-16-0183

RZ-16-0183: Request recommendation for a City initiated rezoning of multiple parcels of land from L-I District (Light Industrial) to A-C District (Agricultural-Conservation) or R-1 (Residential Single-Family Low Density) located in the Ardilla Community.

Dear Property Owner,

The request described above will be considered by the Planning Commission at a Public Hearing on **June 15 2016**, at 9:00 a.m. in Room 203 on the Second Floor of City Hall (Civic Center). **The City of Dothan is initiating this rezoning request and is the applicant.**

Copies of this letter are being sent to all current property owners (as listed in the Public Record of Houston County) located in the immediate Ardilla area whose properties are currently zoned L-I but who maintain residential properties. Anyone desiring information on the request may call the Planning and Development Office at 615-4410.

Issue:

The reason that the City is initiating a rezoning of these L-I zoned properties is because most are currently being used for residential purposes, which are not allowed in the L-I zoning district. This has and will continue to create problems for property owners wishing to either build new homes or expand their existing homes and further creates an unnecessary burden that can be corrected by rezoning the property.

The City of Dothan recognizes that the current zoning arrangement is problematic and has taken it upon itself to initiate this corrective rezoning action as a courtesy to owners of the affected properties. Otherwise, all of the expenses associated with the rezoning process would be the responsibility of the individual land owner.

The City has no objection to any owner wishing to opt out of the rezoning process. Please understand, however, that this is a one-time offer and that opting out will mean you may not be able to obtain building permits or to use your property in a way that is inconsistent with the current light industrial zoning. If you wish to opt out, please contact our office at 615-4410.

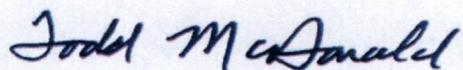
Please Flip To Continue Reading Page 2

Conclusion:

This letter is intended to provide you with information and no action on your part is necessary unless you choose to opt out. We do, however, encourage you to attend the upcoming June 15th meeting if you wish to address the Planning Commission or if you have any questions or concerns. The Planning Commission will only make a recommendation on the application and does not have the authority to approve a rezoning. Final action on the request will be taken by the City Commission at a later date and you will again have an opportunity to express any concerns that you may have at that time.

In the meantime, please feel free to contact the Planning and Development Department if you have any questions. Our telephone number is 334-615-4410 and our office hours are 8:00 a.m. – 5:00 p.m., Monday through Friday.

Sincerely,



Todd L. McDonald, AICP
Director

2. **Approval of May 18, 2016 Meeting Minutes**

Vice Chairman Coleman made a motion to approve the May 18, 2016 Meeting Minutes. Ms. White seconded, and the motion to approve the May Meeting Minutes passed unanimously.

3. **Disclosure of ex parte contact**

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. **Mr. Cornelius and Mr. Palmer both disclosed they had received a phone call from someone in the Ardilla Community asking about the City initiated rezoning from L-I to A-C and R-1.**

Old Business

4. **S-15-0389, Legacy Case, approved July 15, 2015: Request for modification of sidewalk requirements, Highlands Cove Subdivision, S. Brannon Stand and Flowers Chapel Rd., R-3 District, Wheelless Development Ltd., represented by Northstar Engineering Services.**

See #1 (Approval of Agenda) – Item requested to be removed and was agreed upon with motion from Ms. White and Ms. Pettway seconded the motion.

New Business

5. **S-16-0158: Request approval of Final Subdivision Replat Lot 2, Block A, Cooks Properties, (Legacy S-15-0191), W. of 3373 Napier Field Rd, B-2 District, 8.35 acres, BHR Properties LLC and John & Jo Ann Gause, represented by Northstar Engineering Services.**

Mr. Breaux opened the discussion by explaining the lots in question. Mr. Breaux stated the lots meet all the requirements for B-2 district. Chairman Harris asked who was here concerning this item. Mr. Lee Brown with Northstar Engineering was present and represented the applicant. Chairman Harris asked if Mr. Brown had any concerns regarding staff recommendations. Mr. Brown stated he did not. Chairman Harris asked if anyone else was here concerning this item and there were none. **Ms. White motioned to approve with the staff recommendations. Mr. Coleman seconded and the motion passed unanimously.**

* 6. **RZ-16-0183: Request recommendation for a City initiated rezoning of multiple parcels of land from L-I District (Light Industrial) to A-C District (Agricultural-Conservation) and R-1 (Residential Single-Family Low Density) located in the Ardilla Community.**

Mr. Breaux opened the discussion by explaining that the Ardilla community had widespread incompatible zoning. Mr. Breaux stated that single family homes existed within an L-I (light industrial) area, creating nonconformities since the zoning regulations changed in January 2016. Mr. Breaux stated that the L-I district previously accommodated single family use by special exception but that provision had been removed with the new regulations change. Mr. Breaux stated that after a property owner was unable to obtain financing from a bank based on the L-I zoning on the property, the Planning Staff looked to match the appropriate land uses with the appropriate zoning within the Ardilla community. Mr. Breaux stated that based on the future land use map, no land in this area was appropriate for L-I uses. He stated that letters to all land owners had been sent and the Planning Department had received two letters from the owners wishing to opt out of the rezoning. Chairman Harris asked to list these properties. Mr. Breaux stated that the Snell and the Skinner properties were the properties requesting to not be included.

- Snell, Ann Adkins, 107 Paddock Drive, Dothan AL
- Skinner, Pam, 103 Captain Ct., Dothan, AL

Mr. Breaux stated that more can request to be removed before the City Commission approves the rezoning, as long as the request is received before it is advertised. Chairman Harris then asked who in the audience was present concerning this request. Three people raised their hands. Mr. Richard Tally, Bethel Baptist Church, 3257 E. Cottonwood Rd, Dothan, AL, addressed the commission. Mr. Tally wanted clarification of the zoning and the signage under residential and agriculture zoning. Mr. Tally also said that the church might expand the religious institution to include a school in the future. Mr. Breaux explained that the Church was a legally existing nonconformity which means that it's in jeopardy of going away if something happens to it and that it cannot expand under the current zoning scheme. He said that by rezoning to A-C, the church could petition the Board of Zoning Adjustment, through the special exception provision, to expand or modify. Reverend Mark Kocsis, Trinity Lutheran Church, 105 Luther Way, was also present. Reverend Kocsis expressed concern with the change in zoning. Mr. Breaux stated that zoning is created so that there is a logical use of the land; that you don't create issues of incompatibility. Mr. Breaux stated that a religious institution would not be compatible in an H-I district for reasons such as noise and smell as well as safety and welfare. Reverend Kocsis agreed with the rezoning. Chairman Harris asked if there was anyone else in the audience that wanted to speak. No public response. ***Chairman Harris called for a motion regarding RZ-16-0183. Ms. Pettway made a motion to recommend RZ-16-0183 to City of Dothan Commission for approval. Mr. Tindall seconded and the motion passed unanimously.***

6. **DPMA-16-0203: Request approval of a Development Plan for a parking lot located at 206 Virginia Dr., R-1 District, Episcopal Church of the Nativity represented by Praestare**

Number	Parcel ID	Property Owner	Current Zoning	Lot Size	Current Use
1	1603053000013001 Memphis Church Rd	Watson & Downs Investments LLC PO Box 1207 Dothan, AL 36302	L-I/A-C	24.02 Acres	Agriculture
2	1603053000008001	Martin Kristin P & Michael G 2546 Ardilla Ct Dothan, AL 36302	L-I	17162.45 Sq Ft	Single Family
3	1603053000008003	Vinson Andrew L & Theresa H 2543 Aridilla Ct Dothan, AL 36301	L-I	50,381.05 Sq Ft	Single Family
4	1603053000008000 Memphis Church	Vinson David E 2800 E Saunders Rd Dothan, AL 36301	L-I/A-C	20.5 Acres	Agriculture
5	1603053000011000	Vinson David E 2800 E Saunders Rd Dothan, AL 36301	L-I	39,935.86 Sq Ft	Single Family
6	1603053000010000 2774 E Saunders Rd	Mims Larry M PO Box 6823 Dothan, AL 36302	L-I	38,582.08 Sq Ft	Single Family
7	1603053000009000 2748 E Saunders Rd	Snell Ann Adkins 107 Paddock Dr Dothan, AL 36301	L-I	29705.75 Sq Ft	Single Family
8	1603053000008002	Snell Ann Adkins 107 Paddock Dr Dothan, AL 36310	L-I/A-C	4.7 Acres	Agriculture
9	1603053000019001 Memphis Church Rd	Bostick Lenton E C/O Shelby Bostick 102 Mulberry Ln Headland, AL 36345	L-I/A-C	20 Acres	Agriculture
10	1603053000019000 Not included in the rezoning	Baxley Blowpipe Company Inc 3300 E Cottonwood Rd Dothan, AL 36301	L-I	9.8 Acres	Commercial
11	1603054000002000 3342 E Cottonwood Rd Not included in the rezoning	Baxley Blowpipe Company Inc 3300 E Cottonwood Rd Dothan, AL 36301	L-I	97,306.24 Sq Ft	Commerical

Number	Parcel ID	Property Owner	Current Zoning	Lot Size	Current Use
12	1603053000019002 Ardilla Ct	Dotson Crystal 500 Royal Pkwy Dothan, AL 36305	L-I	20,939.11 Sq Ft	Not Developed
13	1603053000015000 2565 Ardilla Ct	Dotson Crystal 500 Royal Pkwy Dothan, AL 36305	L-I	40267.32 Sq Ft	Single Family
14	1603053000016000	Moss A D & Carolyn P 2533 Ardilla Ct Dothan, AL 36301	L-I	37,239.61 Sq Ft	Single Family
15	1603053000017000 3280 E Cottonwood Rd Not included in the rezoning	Baxley Curtis Jerome 3300 E Cottonwood Rd Dothan, AL 36301	L-I	5 Acres	Commercial
16	1603053000018000 3230 E Cottonwood Not included in the rezoning	Bethel Baptist Church Inc 3257 E Cottonwood Rd Dothan, AL 36301	L-I	16,163.94 Sq ft	Commercial
17	1603053000001001 E Cottonwood	Bethel Baptist Church Inc 3257 E Cottonwood Rd Dothan, AL 36301	L-I	15812.06 Sq Ft	Religious Institution
18	1603053000002000 3301 E Cottonwood	Bethel Baptist Church Inc 3257 E Cottonwood Rd Dothan, AL 36301	L-I	90747.23 Sq ft	Religious Institution
19	1603054000001001 E Cottonwood	Bethel Baptist Church Inc 3257 E Cottonwood Rd Dothan, AL 36301	L-I/A-C	6 Acres	Religious Institution
20	1603051000004001 Forrester Rd	Bethel Baptist Church Inc 3257 E Cottonwood Rd Dothan, AL 36301	L-I	17,667.42 Sq Ft	Religious Institution
21	1603051000004000	Howard Clarence Clifford Jr (Life Est) 216 Forrester Rd Dothan, AL 36301	L-I	19086.76 Sq ft	Single Family??
22	1603051000004003 Forrester Rd	Bethel Baptist Church Inc 3257 E Cottonwood Rd Dothan, AL 36301	L-I/A-C	19086.76 Sq ft	Religious Institution (Entrance to Church)
23	1603053000003000	Skinner Pam 103 Captain Ct Dothan, AL 36301	L-I	42,301.48 Sq Ft	Not Developed

Number	Parcel ID	Property Owner	Current Zoning	Lot Size	Current Use
24	1603052000004001 171 Forrester Rd	Howard Quida & Barbara Bryan & Etals C/O Mike Stinson 2000 Woodland Dr Dothan, AL 36301	L-I	1.71 Acres	Single Family
25	1603052000004002 S Beverlye Rd	Howard Quida & Barbara Bryan & Etals C/O Mike Stinson 2000 Woodland Dr Dothan, AL 36301	L-I	2.04 Acres	Not Developed
26	1603052000003000 3001 E Cottonwood Rd	Trinity Lutheran Church Inc. 105 Luther Way Dothan, AL 36301	L-I/A-C	18.56 Acres	Religious Institution
27	1603053000004000 3164 E Cottonwood Rd	Pritchard Edward Ross & Patrice B 3164 E Cottonwood Rd Dothan, AL 36301	L-I	1.84 Acres	Single Family
28	1603052000006001 3100 E Cottonwood Rd	Musselwhite Jerry A & Sheila 3100 E Cottonwood Rd Dothan, AL 36301	L-I	1.28 Acres	Single Family
29	1603052000006000 Cottonwood Not included in the rezoning	McCord Terrell & Opal 3100 E Cottonwood Rd Dothan, AL 36301	L-I	2.5 Acres	Commercial
30	1603053000004001	Jones Johnny Paul 2775 E Saunders Rd Dothan, AL 36301	L-I	39,524.50 Sq Ft	Single Family
31	1603053000012000	Jones Joann C/O Joeann Chason 2741 E Saunders Rd Dothan, AL 36301	L-I	24,032.57 Sq Ft	Single Family
32	1603053000005001	Thomley Amerlis G & Nina S Roney 8331 S State Hwy 605 Cottonwood, AL 36320	L-I	4.72 Acres	Not Developed
33	1603053000005004	Thomley Amelis G 8331 S State Hwy 605 Cottonwood, AL 36320	L-I	15117.47 sq ft	Single Family
34	1603053000005003	Robinson Willie Elaine PO Box 1282 Brewton, AL 36427	L-I	11,320.78 sq ft	Single Family

Number	Parcel ID	Property Owner	Current Zoning	Lot Size	Current Use
35	1603053000005002	Roney Nina Sue 7068 Cottonwood Rd Dothan, AL 36301	L-I	12,602.42 sq ft	Single Family
36	1603052000009005 165 Lorraine Rd Not included in the rezoning	Harger Jason M 3216 Mimosa Dr Dothan, AL 36301	L-I	2.96 Acres	Commercial
37	1603052000009002 Not included in the rezoning	CEP Properties LLC PO Box 6566 Dothan, AL 36302	L-I	43,719.87 sq ft	Not Developed
38	1603052000009000 Not included in the rezoning	Clements Don Allen 187 Hiddenway Ln Dothan, AL 36301	L-I	12,407.28 sq ft	Commercial ??
39	1603052000009004 Not included in the rezoning	CEP Properties LLC PO Box 6566 Dothan, AL 36302	L-I	27,137.68 sq ft	Commercial
40	1603052000007000 3030 E Cottonwood Rd Not included in the rezoning	McCord Terrell PO Box 6761 Dothan, AL 36302	L-I	20,089.15 sq ft	Commercial
41	1603052000009003 3000 E Cottonwood Rd	Bradley Rufus F 2218 Norwood Dr. Dothan, AL 36301	L-I	13,112.81 sq ft	Single Family
42	1603052000009001 2976 E Cottonwood Rd	McAdams H Jerry & Lynn H 2976 E Cottonwood Rd Dothan, AL 36301	L-I	18,158.16 sq ft	Single Family
43	16030520000010000 2958 E Cottonwood Rd	Smith Lowell 1980 Forrester Rd Dothan, AL 36303	L-I	12,977.03 sq ft	Single Family
44	16030520000011000 2920 E Cottonwood Rd	Roney Nina Sue 7068 Cottonwood Rd Dothan, AL 36301	L-I	25,562.90 sq ft	Single Family
45	1603053000006000	Snell Ann Adkins 107 Paddock Dr Dothan, AL 36301	L-I	5 acres	Not developed

Number	Parcel ID	Property Owner	Current Zoning	Lot Size	Current Use
45.1	1603052000014000 No county tax record Not included in the rezoning	Snell Ann Adkins 107 Paddock Dr Dothan, AL 36301	L-1	Unknown	Commercial
46	1603053000006002 443 Simms Rd Not included in the rezoning	Clements Don Allen 187 Hideaway Ln Dothan, AL 36301	L-/map error R-1	37664.9 sq ft	Not developed
47	1603053000006001 419 Simms Rd Not included in the rezoning	Clements Don Allen 187 Hideaway Ln Dothan, AL 36301	L-/map error R-1	37664.9 sq ft	Not developed
48	16030520000014009 391 Simms Rd Not included in the rezoning	Love Larry Brett & Amanda 329 Woodland Dr Dothan, AL 3631	L-/map error R-1	37635.03 sq ft	Agriculture
49	16030520000014006 363 Simms Rd Not included in the rezoning	Clemets Larry C & Jeanne Kathryn 161 Hideaway Ln Dothan, AL 36301	L-/map error R-1	37422.36 sq ft	Not developed
50	16030520000014005 161 Hideaway Ln Not included in the rezoning	Clemets Larry C & Jeanne Kathryn 161 Hideaway Ln Dothan, AL 36301	L-/map error R-1	77,198.52 sq ft	Single Family
51	1603052000020000 Not included in the rezoning	Williams Susan Watts & Gregory 301 Simms Rd Dothan, AL 36301	L-/map error R-1	44748.56 sq ft	Single Family
52	1603052000019000 Not included in the rezoning	Phillips William Edward & Mary V(life est) 275 Simms Rd Dothan, AL 36301	L-/map error R-1	43510.53 sq ft	Single Family
53	1603052000014002 Not included in the rezoning	Clements Don Allen & Melinda 187 Hideaway Ln Dothan, AL 36301	L-/map error R-1	67178.50 sq ft	Single Family
54	1603052000014008 Pulled from CC per D Clements 6/29/2016	Clements Don Allen & Melinda 187 Hideaway Ln Dothan, AL 36301	L-1	71308.44 sq ft	Single Family
55	1603052000014004 Not included in the rezoning	Clements Don Allen 187 Hideaway Ln Dothan, AL 36301	L-1	20154.25 sq ft	not developed

Number	Parcel ID	Property Owner	Current Zoning	Lot Size	Current Use
56	1603052000014010	Travis Perry 2868 E Cottonwood Rd Dothan, AL 36301	L-1	35,525.44 sq ft	Commercial
	Not included in the rezoning				
57	1603052000014007	Clements Don Allen 187 Hideaway Ln Dothan, AL 36301	L-1 /map error R-1	71756.71 sq ft	appears to be Single Family
	Not included in the rezoning				
58	1603052000014000	Clements Don Allen 187 Hideaway Ln Dothan, AL 36301	L-1	6.5 Acres	Commercial
	Pulled from CC per D Clements 6/29/2016				
59	1603052000014003	Wiggins Don & Nancy 2490 Sanitary Dairy Rd Ashford, AL 36312	L-1	14,661.59 sq ft	Commercial
	Not included in the rezoning				
60	1603052000015002	Clements Don Allen 187 Hideaway Ln Dothan, AL 36301	L-1/A-C	4.9 Acres	Not Developed
	Pulled from CC per D Clements 6/29/2016				
61	1603052000015003	Jones Stanley E III 301 Westwood Rd Dothan, AL 36303	L-1	6.8 Acres	Commercial
	Not included in the rezoning				
62	1603052000015000	Wilder Katrina M 42 Longleaf Cir Monroeville, AL 36460	L-1/A/C	7.3 acres	Not developed
63	1603052000004000	Scott J Lendon Sr 479 Forrester Rd Dothan, AL 36301	L-1	2.81 acres	Not developed
	2147 S Beverlye Rd				
64	1603052000004004	Scott J Lendon Sr 479 Forrester Rd Dothan, AL 36301	L-1	1.17 acres	Not Developed
65	1603051000003002	Scott J Lendon Sr 479 Forrester Rd Dothan, AL 36301	L-1	42596.82 sq ft	Not Developed
66	1603051000003000	Scott J Lendon Sr 479 Forrester Rd Dothan, AL 36301	L-1/A-C	12 Acres	Not Developed Split zoning

Properties highlighted in yellow are not included in the rezoning.
Properties highlighted in orange are included in the rezoning

Properties Highlighted in blue are not included in the rezoning per property owner after it was advertised for the City Commission Meeting

NOTICE

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

ORDINANCE NO. 20____ - _____

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

Section 1. Upon the favorable recommendation by an eight to zero vote by the Planning Commission of the City of Dothan, Alabama on June 15, 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 Dothan Community Church, now zoned L-I District by Chapter 114 of the Code of Ordinances and shown on the Zoning Map of the City of Dothan, Alabama, is hereby rezoned and classified as A-C District:

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

LEGAL DESCRIPTION PER DEED BOOK 635 PAGE 330:

One tract or parcel of land in the City of Dothan, Houston County, Alabama as surveyed by Branton Land Surveyors as per plat dated January 28, 1997, revised May 14, 1997, and being more particularly described as follows: Commencing at an existing concrete marker and fence corner marking the Southwest corner of the NW ¼ of the NE ¼ of Section 1, T3N, R27E and from said point run N02°-04'-00"W along a fence and the West line of said forty a distance of 636.80 feet to a set iron pipe and the POINT OF BEGINNING; thence continue N02°-04'-00"W along said fence and the West line of said forty a distance of 543.69 feet to an existing iron pipe and fence corner; thence S89°-33'-15"E along said fence a distance of 99.52 feet to an existing iron pipe; thence N02°-13'-11"W a distance of 100.83 feet to an existing iron pipe on the South R/W of Westgate Parkway, same being 100.07 feet East of the West line of the above mentioned forty; thence S89°-28'-15"E along said R/W a distance of 226.14 feet to an existing iron pipe; thence S02°-19'-14"E a distance of 641.82 feet to a set iron pipe; thence N89°-59'-19"W a distance of 328.12 feet to the POINT OF BEGINNING. Said land being located in the W ½ of the above mentioned forty and containing 4.591 acres more or less.

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

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

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



**PLANNING COMMISSION
STAFF REPORT – June 15, 2016 MEETING
CASE NUMBER: RZ-16-0212
Case Manager: Frank G. Breaux, AICP**

Summary of Information:

Property Location:	4390 Westgate Parkway
Requested Action:	Rezoning from L-I to A-C
Applicant:	Dothan Community Church
Property Owner:	Dothan Community Church

Zoning/Land Use:

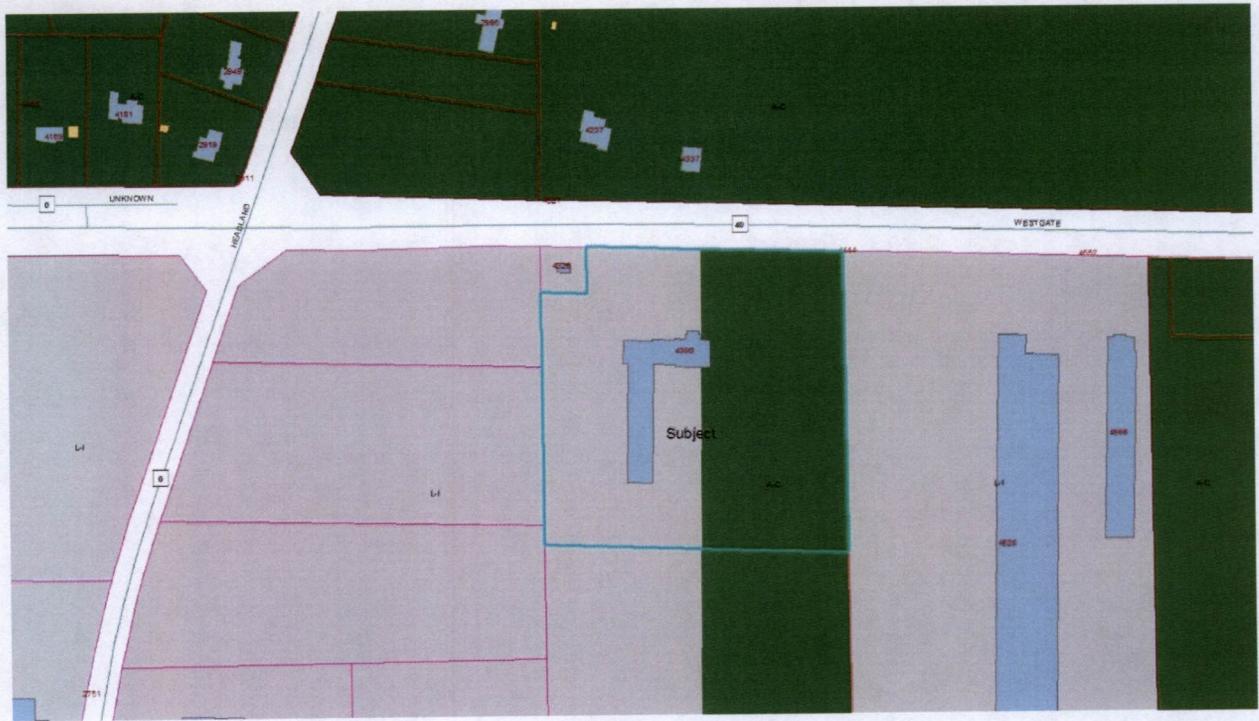
EXISTING LAND USE - SUBJECT	INSTITUTIONAL/RELIGIOUS
EXISTING LAND USE - NORTH	SINGLE-FAMILY RESIDENTIAL
EXISTING LAND USE - SOUTH	VACANT
EXISTING LAND USE - EAST	INDUSTRIAL
EXISTING LAND USE - WEST	VACANT
ZONING DISTRICT - SUBJECT	L-I (LIGHT INDUSTRIAL)
ZONING DISTRICT - NORTH	A-C (AGRICULTURAL CONSERVATION)
ZONING DISTRICT - SOUTH	L-I (LIGHT INDUSTRIAL)
ZONING DISTRICT - EAST	L-I
ZONING DISTRICT - WEST	L-I
PROPOSED ZONING - SUBJECT	A-C

ARTICLE VII. - CLASSIFICATION AND ESTABLISHMENT OF USES

Agricultural Conservation (A-C) District. Regulations for the agricultural district are intended to provide for development on land situated in urban areas that is intended primarily for agricultural uses. Very low density residential uses are also permitted. District dimensional regulations require a minimum of one (1) acre lots for site-built, stand-alone residential uses in this district. Structures not built in a subdivision must comply with the dimensional requirements outlined in the Table of District Dimensional Regulations (Article VIII, Section 114-132). However, if located in an approved subdivision, lot sizes shall be a minimum of fifteen-thousand (15,000) square feet and shall comply with R-1 district dimensional regulations other than lot size.

L-I, Light industry. The L-I district is designed to provide a location for industries that do not, by their nature, create any public nuisance. It is intended to preserve land for industry in a location beneficial to industries. Single-family residential uses are prohibited. Due to the traffic generated and other potentially objectionable influences created by the nature of the L-I district, special buffer and/or setback considerations may be required. The environmentally protective nature of this district is designed to limit uses to those that produce a minimum of gaseous emissions, noise and objectionable external effects.

Development or redevelopment of these areas is subject to all regulations as established in Article V, Development Plans, and is also subject to regulations and design guidelines as established for the Downtown Overlay District.



VICINITY



Rezoning: 4390 Westgate Parkway

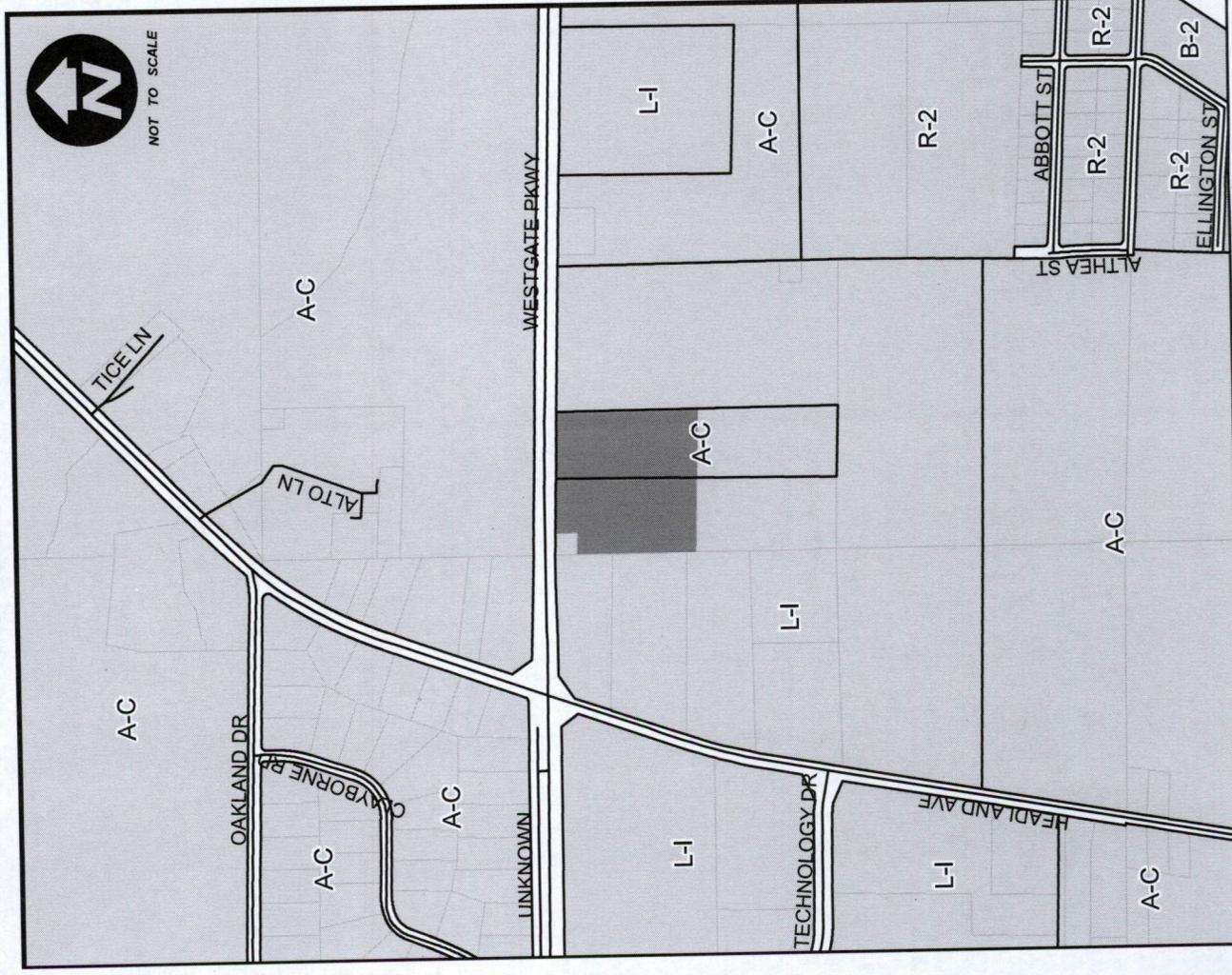
Proposed Zoning

AC: Agriculture Conservation
Residential SF Very Low Density



Current Zoning

L-I: Light Industry



- A religious institution **is not** an allowable use within the L-I Zoning District and is therefore a legal nonconformity.
- A religious institution is a "Special Exception" use within the A-C Zoning District.
- The applicant seeks to protect the future use of the property and is therefore seeking a rezoning to bring the use into compliance.
- Rezoning of the property to A-C will allow for expansion of the use with Special Exception approval from the (BZA) Board of Zoning Adjustment.
- The BZA granted the applicant Special Exception approval for the expansion on June 1, 2016, subject to the successful rezoning of the property to A-C.
- The property is located within a transitional area with a mix of institutional, industrial and residential uses.

Land Use Impact on Vicinity: The church is an existing use and there is no negative impact on surrounding properties.

Land Use Compatibility/Land Use Plan: The Future Land Use Map identifies the subject parcel as suitable for Light Industrial use and the request is therefore not consistent with the Future Land Use Plan. However, because the parcel is split zoned, it is logical to unify the zoning in order to accommodate the existing use.

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

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

Staff Recommendation:

Staff finds that the request is reasonable given the property's location and the applicant's desire to cure its nonconforming status. Staff therefore recommends that Case No. RZ-16-0212, a request to rezone 4.59 acres located at 4390 Westgate Parkway from L-I to A-C, having been duly considered in a public hearing held on June 15, 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.

Engineering. Mr. Breaux stated that the church is requesting additional parking, and has proposed to pave the area shown and to expand the area to bring it up to code. Mr. Breaux stated that there is a type 2 buffer required due to the single family residence located to the North. Mr. Breaux stated the church will probably lose a couple of parking spaces and that the dumpster needs to be placed in an appropriate location based on the R-1 adjacent property. Mr. Breaux stated that the Board of Zoning Adjustments did approve a special exception for the expansion on June 1st. Mr. Breaux stated there was a ten foot requirement for trees and shrubs along the streets, as well as internal landscaped islands. Chairman Harris asked who was present regarding this request. Mr. Alan Parker, Praestare Engineering was present. Chairman Harris asked if Mr. Parker had reviewed staff recommendations and if they could abide by them. Mr. Parker stated they could and asked if the resubmittal would be reviewed by the Planning Commission or by Planning Staff. Chairman Harris said that it would be reviewed by the Planning Staff. Mr. Parker said they had no problems with the list. Chairman Harris asked if there was anyone else in the audience concerning this item. No public response. **Chairman Harris called for a motion regarding DPMA-16-0203. Ms. White made a motion to approve DPMA-16-0203 to include the 8 staff recommendations. Mr. Davis seconded and the motion passed unanimously.**



7. **RZ-16-0212: Request recommendation for Rezoning of 9.4 acres located at 4390 Westgate Pkwy., from an L-I District to an A-C District, Dothan Community Church, represented by Northstar Engineering Services.** Mr. Breaux stated that the Dothan Community Church located on Westgate Parkway has split zoning, L-I and A-C, and that the majority of the improvements are within the L-I portion of the site. He explained that the proposal was to expand the building and create additional parking. Mr. Breaux stated that due to the L-I zoning, the use was a legally existing nonconforming use and that the expansion was not allowed without rezoning. Mr. Breaux stated that the development plans had been reviewed at the staff level. Chairman Harris opened the floor up to the public. Mr. Andy Gosselin of Gosselin Design and Lee Brown of Northstar Engineering represented Dothan Community Church. Mr. Gosselin stated there were no issues with the staff recommendations, and this was something that needed to be done in order for the proposed expansion to be built. **Chairman Harris called for a motion regarding RZ-16-0183. Ms. Pettway made a motion to recommend RZ-16-0212 to City of Dothan Commission for approval. Ms. White seconded and the motion passed unanimously.**

8. **RZ-16-0216: Request recommendation for Rezoning of 17.27 acres located at 831 John D. Odom Rd., currently zoned O-I & R-1 to R-1 & O-I, The Haven Inc. represented by Northstar Engineering Services.** Mr. Breaux stated this property had received a number of different approvals over past couple of months. Mr. Breaux briefly reviewed the history of

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 an eight to zero vote by the Planning Commission of the City of Dothan, Alabama on June 15, 2016, and after public notices and hearing thereon as required by law, Chapter 114 of the Code of Ordinances of the City of Dothan, Alabama, and the Zoning Map of the City of Dothan, Alabama, adopted therein and on file in the offices of the City Clerk and the City Engineer of the City of Dothan, Alabama, are hereby amended as follows:

The following described land, owned by The Haven, Inc., now zoned O-I & R-1 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-1 and O-I District:

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

LEGAL DESCRIPTION (PROPOSED ZONE R-1)

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

COMMENCING at the Southeast corner of the Second Addition to Westbrook Subdivision as found recorded in the Office of the Judge of Probate of Houston County, Alabama in Plat Book 11, Page 42 as marked by an existing iron pin (EIP) (CA0086); thence N 52°36'45" E a distance of 1093.52 FT to the POINT OF BEGINNING (P.O.B.); thence S 28°54'30" E a distance of 95.00 FT to a point; thence S 86°16'19" E a distance of 221.10 FT to a point located on the West right of way (R/W) of John D. Odom Road (R/W Varies, 90' R/W Here); thence along said West R/W bearing S 00°11'46" W a distance of 585.12 FT to an EIP (BRANTON); thence depart said West R/W bearing N 89°05'56" W a distance of 610.93 FT to an EIP (CA 0086) marking the Northeast corner of Westbrook Subdivision as found recorded in said Probate Office in Plat Book 10, Page 27; thence N 27°13'37" E a distance of 756.91 FT to the P.O.B. Said parcel being located in the NE 1/4 of the SW 1/4 and the SE 1/4 of the SW 1/4 of Section 8, Township 3 North, Range 26 East, City of Dothan, Houston County, Alabama, and containing 6.35 acres, more or less.

LEGAL DESCRIPTION (PROPOSED ZONE O-I)

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

COMMENCING at the Southeast corner of the Second Addition to Westbrook Subdivision as found recorded in the Office of the Judge of Probate of Houston County, Alabama in Plat Book 11, Page 42 as marked by an existing iron pin (EIP) (CA0086); thence N 52°36'45" E a distance of 1093.52 FT to a point; thence S 86°16'19" E a distance of 30.68 FT to the POINT OF BEGINNING (P.O.B.); thence N 19°19'05" W a distance of 87.82 FT to a point; thence N 30°00'28" W a distance of 103.01 FT to a point; thence N 28°33'07" W a distance of 108.09 FT to a point; thence N 47°56'29" W a distance of 149.21 FT to a point; thence N 44°43'04" W a distance of 136.50 FT to a point; thence N 06°25'53" W a distance of 280.23 FT to a point; thence N 46°15'09" E a distance of 422.84 FT to a point; thence N 83°44'27" E a distance of 67.95 FT to a point; thence S 89°48'18" E a distance of 237.26 FT to a point on the West right of way (R/W) of John D. Odom Road (R/W/ Varies, 90' R/W Here); thence along said West R/W bearing S 00°11'39" W a distance of 761.87 FT to an existing concrete monument (ECM) (4"x4"); thence along said West R/W bearing S 00°11'46" W a distance of 294.96 FT to a point; thence depart said West R/W bearing N 86°16'19" W a distance of 236.72 FT to the P.O.B. Said parcel being located in the SE 1/4 of the NW 1/4 and the NE 1/4 of the SW 1/4 of Section 8, Township 3 North, Range 26 East, City of Dothan, Houston County, Alabama, and containing 10.92 acres, more or less.

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

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

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



**PLANNING COMMISSION
STAFF REPORT – June 15, 2016, MEETING
CASE NUMBER: RZ-16-0216
Case Manager: Frank G. Breaux, AICP**

Summary of Information:

Property Location:	831 John D. Odom Road
Requested Action:	Rezoning from R-1 & O-1 ^{O-1 & R-1} to R-1 & O-1
Applicant/Owner:	The Haven, Inc.

Zoning/Land Use:

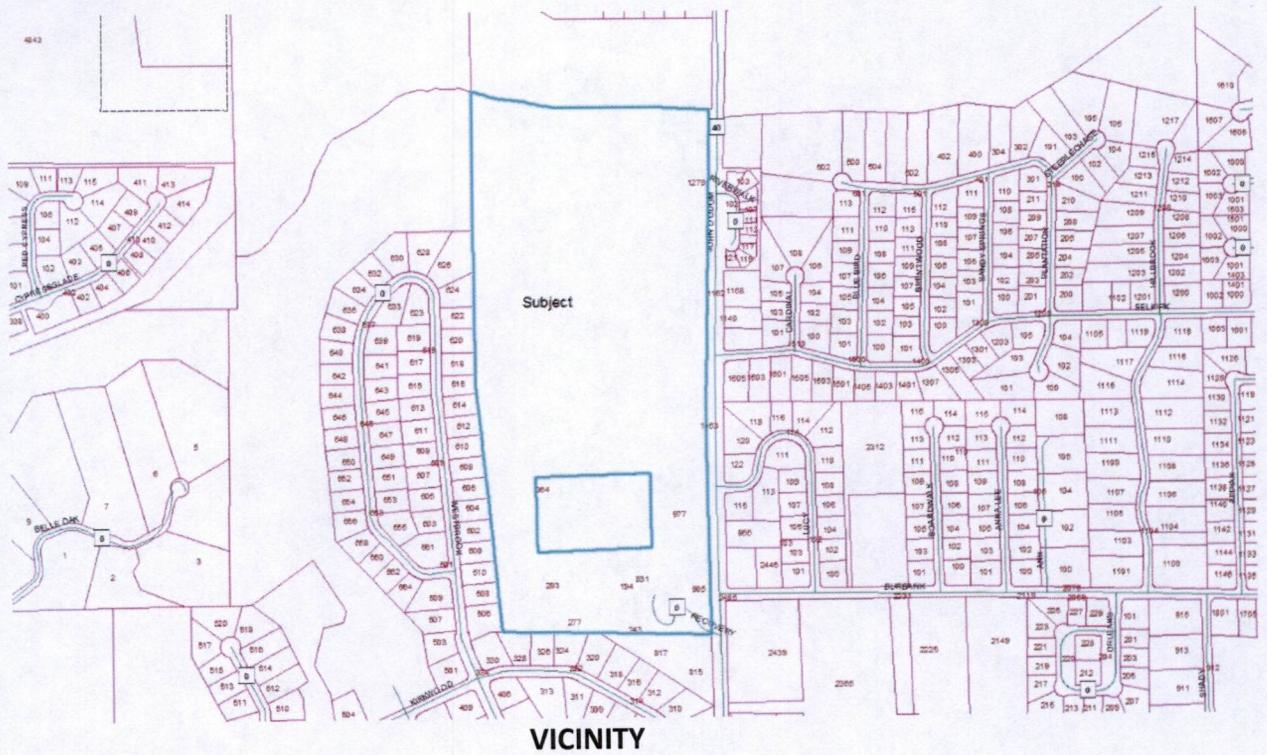
EXISTING LAND USE - SUBJECT	MEDICAL – VACANT
EXISTING LAND USE - NORTH	SINGLE-FAMILY RESIDENTIAL
EXISTING LAND USE - SOUTH	SINGLE-FAMILY RESIDENTIAL
EXISTING LAND USE - EAST	SINGLE-FAMILY RESIDENTIAL
EXISTING LAND USE - WEST	SINGLE-FAMILY RESIDENTIAL
ZONING DISTRICT - SUBJECT &	R-1 (LOW DENSITY SINGLE-FAMILY) & O-1 (OFFICE INSTITUTIONAL)
ZONING DISTRICT - NORTH	PUD (PLANNED UNIT DEVELOPMENT)
ZONING DISTRICT - SOUTH	R-1 (LOW DENSITY SINGLE-FAMILY)
ZONING DISTRICT - EAST	R-1 & R-3 (HIGH DENSITY SINGLE-FAMILY)

ARTICLE VII. - CLASSIFICATION AND ESTABLISHMENT OF USES

R-1, Residential single-family, low density. This district is intended to provide for low density urban residential development, which is designed to provide quiet, low density areas for single-family living with related recreational facilities protected from intrusion of non-residential activity. Lot sizes in R-1 districts are twelve-thousand (12,000) square feet or greater.

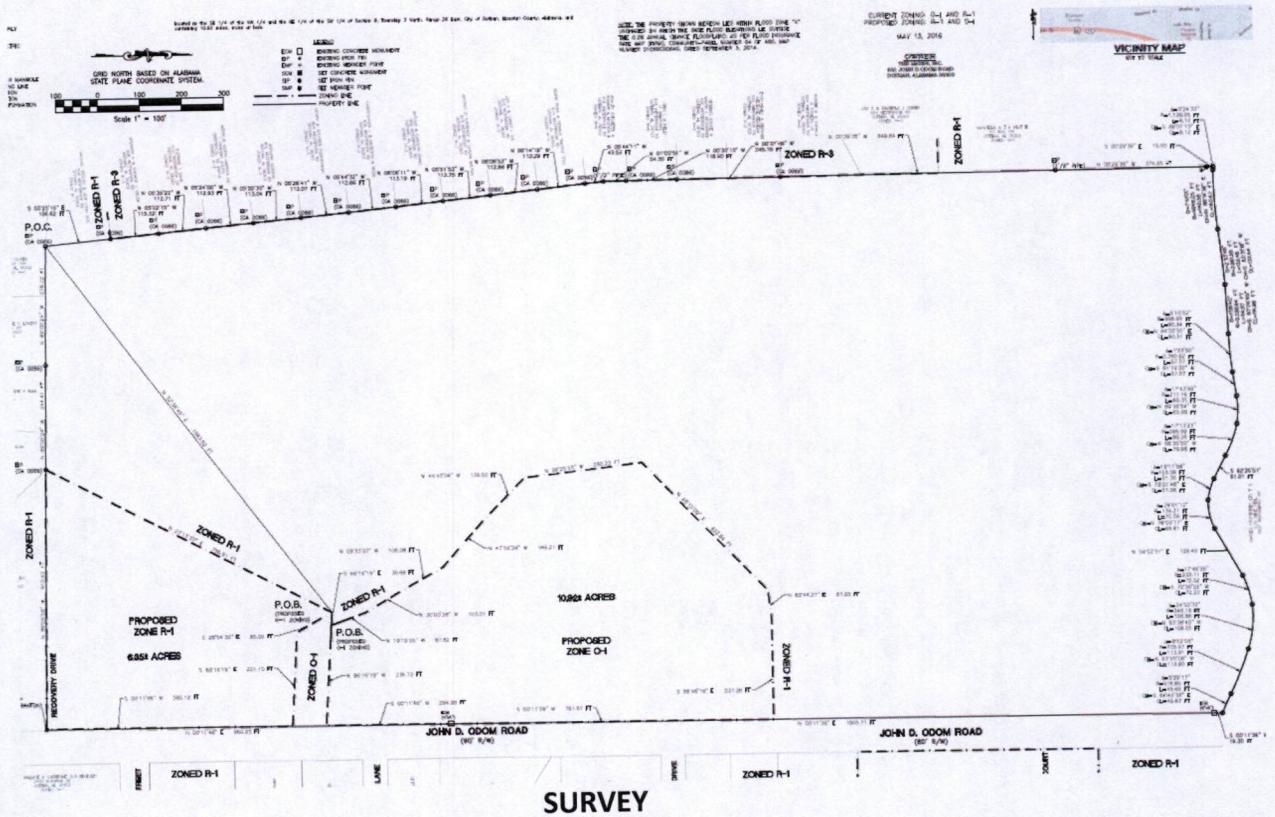
O & I, Office/institutional. This district is intended to provide areas for business and professional offices as well as more intensive office uses such as public buildings, banks, pharmacies (when adjunct to medical facilities), and television and radio station offices (without towers or aerials). It is further intended to provide appropriate land use regulations for major public and private nonprofit institutions serving the public, such as universities, colleges, public schools, hospitals, parks, fairgrounds, and large state, federal and municipal facilities. Since these institutions operate in the public interest and are generally inoffensive in character, this chapter places principal reliance upon the voluntary cooperation of institutional authorities with municipal officials rather than upon detailed land use regulations. It is intended that the conversion of excess institutional land to non-

institutional purposes should be preceded by cooperative planning between the planning and development department and the planning commission and should take place under appropriate controls to ensure that the future use of the excess land conforms to the long range development plan. Development and/or redevelopment of these areas are subject to the development plan regulations and review by the planning commission.





AERIAL



SURVEY

General Discussion: The applicants owns 79.93 acres of property on the west side of John D. Odom Road adjacent to the Westbrook Subdivision. The majority of the property is

undeveloped with the southernmost portion being the site of The Haven, a residential treatment facility which has operated in its current location for decades. The property was recently rezoned from A-C to O-I and R-1 in anticipation of a new single-family subdivision and the redevelopment of The Haven rehabilitation facility. A subdivision plat was approved by the Planning Commission that would create 74 single-family lots within the R-1 portion of the property and one commercial lot within the O-I portion for The Haven facility. Development plans for The Haven were also approved by the Planning Commission. Following these approvals, it was discovered that a large portion of the property was unsuitable for any type of development because of the presence of buried debris from an old landfill.

As a result, the overall development scheme for the property has changed dramatically. Aside from this request for rezoning, the applicant has submitted a development plan for the new treatment facility location. It is still the applicant's intent to plat single-family lots, but the location of the subdivision will most likely be at the southern end of the property as opposed to the north as originally proposed. This in essence requires a "flipping" of the recently approved O-I and R-1 zoning designations. It is noted that a plat must be submitted in order to create the commercial lot for the new treatment facility.

Land Use Impact on Vicinity: The existing conditions within the vicinity of the subject property are typically low density single-family residential uses and there are also nearby offices to the south along Whatley Drive. The Haven has successfully coexisted with surrounding developments for decades and no negative impacts from the proposed rezonings are anticipated.

Land Use Compatibility/Land Use Plan: The Future Land Use Map identifies the subject parcel as suitable for single-family residential uses. While the requested O-I zoning may be somewhat inconsistent with the map, The Haven itself is a residential treatment facility.

Impact on the Environment: The property contains substantial wetland areas and any future development of the property will require approvals from both the Alabama Department of Environmental Management and the U.S. Army Corps of Engineers. As previously mentioned, a large portion of the property is unsuitable for development due to the land's previous use as a landfill.

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

Staff Recommendation:

Staff recommends that Case No. RZ-16-0216, a request to rezone property located at 831 John D. Odom Road from R-1 and O-I to R-1 and O-I, having been duly considered in a public hearing held on June 15, 2016, following advertised legal notice, **be referred to the Dothan**

City Commission for approval with an affirmative recommendation from the Planning Commission subject to the provisions of the City of Dothan Zoning Ordinance.

Rezoning: 831 John D. Odom Rd

Current Zoning

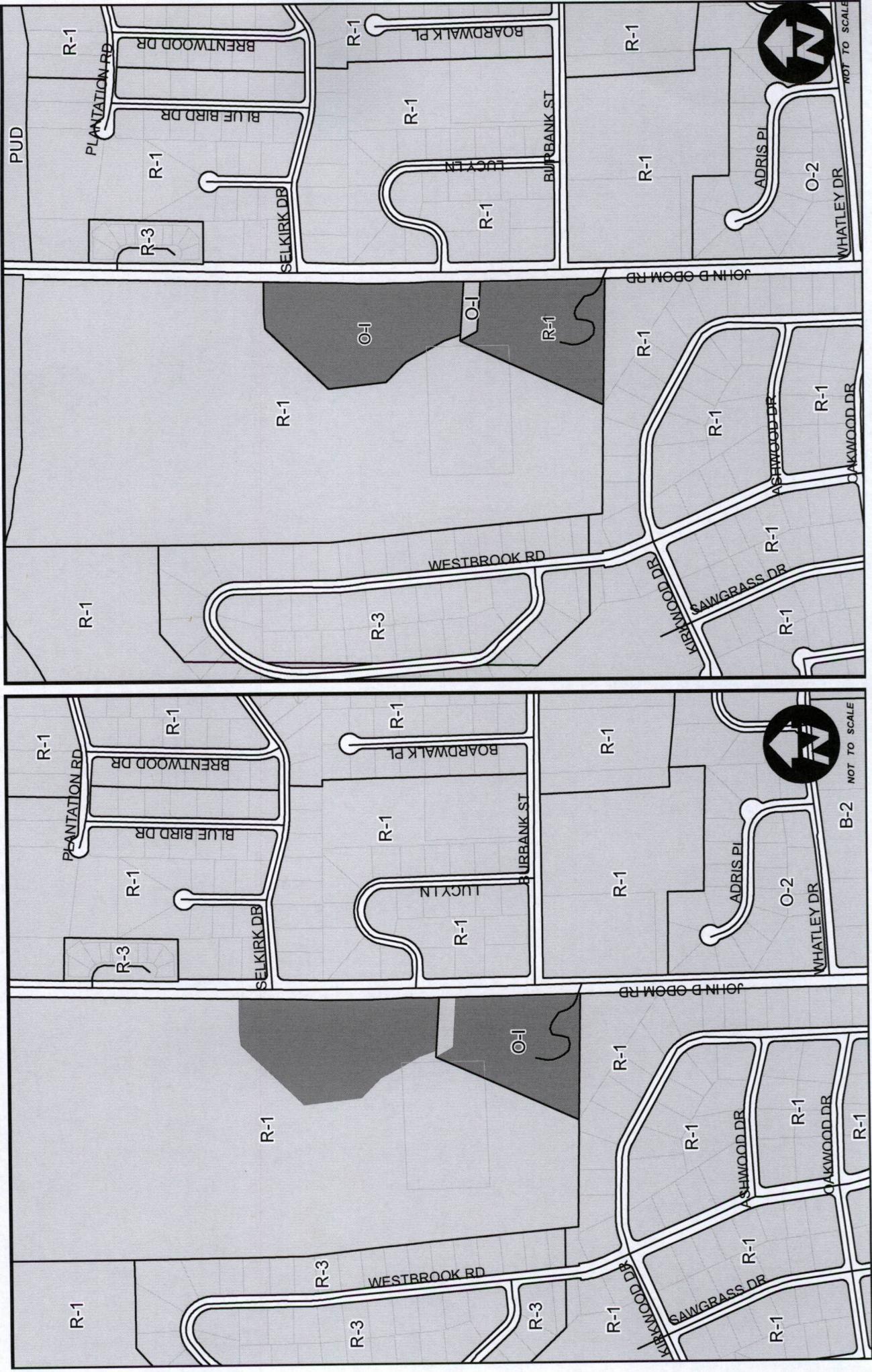
R-1: Residential SF, Low Density

O-I: Office/Institutional

Proposed Zoning

O-I: Office/Institutional

R-1: Residential SF, Low Density



Engineering. Mr. Breaux stated that the church is requesting additional parking, and has proposed to pave the area shown and to expand the area to bring it up to code. Mr. Breaux stated that there is a type 2 buffer required due to the single family residence located to the North. Mr. Breaux stated the church will probably lose a couple of parking spaces and that the dumpster needs to be placed in an appropriate location based on the R-1 adjacent property. Mr. Breaux stated that the Board of Zoning Adjustments did approve a special exception for the expansion on June 1st. Mr. Breaux stated there was a ten foot requirement for trees and shrubs along the streets, as well as internal landscaped islands. Chairman Harris asked who was present regarding this request. Mr. Alan Parker, Praestare Engineering was present. Chairman Harris asked if Mr. Parker had reviewed staff recommendations and if they could abide by them. Mr. Parker stated they could and asked if the resubmittal would be reviewed by the Planning Commission or by Planning Staff. Chairman Harris said that it would be reviewed by the Planning Staff. Mr. Parker said they had no problems with the list. Chairman Harris asked if there was anyone else in the audience concerning this item. No public response. **Chairman Harris called for a motion regarding DPMA-16-0203. Ms. White made a motion to approve DPMA-16-0203 to include the 8 staff recommendations. Mr. Davis seconded and the motion passed unanimously.**

7. **RZ-16-0212: Request recommendation for Rezoning of 9.4 acres located at 4390 Westgate Pkwy., from an L-I District to an A-C District, Dothan Community Church, represented by Northstar Engineering Services.** Mr. Breaux stated that the Dothan Community Church located on Westgate Parkway has split zoning, L-I and A-C, and that the majority of the improvements are within the L-I portion of the site. He explained that the proposal was to expand the building and create additional parking. Mr. Breaux stated that due to the L-I zoning, the use was a legally existing nonconforming use and that the expansion was not allowed without rezoning. Mr. Breaux stated that the development plans had been reviewed at the staff level. Chairman Harris opened the floor up to the public. Mr. Andy Gosselin of Gosselin Design and Lee Brown of Northstar Engineering represented Dothan Community Church. Mr. Gosselin stated there were no issues with the staff recommendations, and this was something that needed to be done in order for the proposed expansion to be built. **Chairman Harris called for a motion regarding RZ-16-0183. Ms. Pettway made a motion to recommend RZ-16-0212 to City of Dothan Commission for approval. Ms. White seconded and the motion passed unanimously.**

- * 8. **RZ-16-0216: Request recommendation for Rezoning of 17.27 acres located at 831 John D. Odom Rd., currently zoned O-I & R-1 to R-1 & O-I, The Haven Inc. represented by Northstar Engineering Services.** Mr. Breaux stated this property had received a number of different approvals over past couple of months. Mr. Breaux briefly reviewed the history of

the previous requests and stated that The Haven is planning to demolish the existing structures and relocate the buildings on the property. Mr. Breaux stated that after the previous approval, it was discovered that the property was unsuitable because of soil conditions, and that the current request would modify the zoning scheme so that it meets their desire for development on portions of the property that can be developed. Mr. Breaux stated that they eventually intend to develop the southern portion of the property for single-family residential and that will require additional approval by the Planning Commission. Chairman Harris opened the floor up to the public. Lee Brown of Northstar Engineering presented the request. Chairman Harris asked Mr. Brown if they could comply with the 5 recommendation by staff and Mr. Lee stated they could. Chairman Harris asked if there was anyone else in the audience concerning this item, and there were none. Chairman Harris stated this request is for property that the dormitories will be relocated to and that rezoning the remainder of the property to residential is for future use. **Chairman Harris called for a motion regarding RZ-16-0216. Vice Chairman Coleman made a motioned to recommend case RZ-16-0216 to City of Dothan Commission for approval. Ms. White seconded and the motion passed with a vote of 7 to 1 (Mr. Tindall) opposed.**

9. **DPMA-16-0217: Request approval of a Development Plan for a new 14,340 square foot group care facility at 831 John D. Odom Rd., A-C District, The Haven Inc., represented by Northstar Engineering Services.** Mr. Breaux stated that the two residential buildings are the same design as previously approved but located on a different portions of the property. Both are 7170 square foot buildings. Mr. Breaux stated the development plans meet all the requirements for the O-I district, which is the proposed zoning classification. Mr. Breaux stated the landscaping and parking are satisfactory and that this plan approval is contingent upon the successful rezoning of this property to O-I. Mr. Lee Brown, of Northstar Engineering Services was present regarding this case. Chairman Harris asked Mr. Brown if they could comply with the five staff recommendations and Mr. Brown stated they could. Chairman Harris asked if there was anyone else here for this case and there were none. Mr. Tindall asked when the applicant first learned that the property included a significant area of and old landfill. Mr. Breaux stated that the landfill was first discussed at the preliminary agenda review meeting. Mr. Breaux stated that the City Engineers report, item #12, points out that there is existing landfill debris in the area which may require significant excavation and removal. Mr. Tindall requested additional information regarding existing landfill debris testing, as well as density and compactions issues. Mr. Tindall also asked if the developer had done soil testing for the proposed buildings. Mr. Brown stated they have done the appropriate testing for the proposed development site. Mr. Tindall asked if they mapped where the existing landfill limitations are to determine that these buildings will not be located there. Mr. Brown referred to the layout plan that was turned in with the site plan. Mr. Brown stated that everything north of the areas outlined on the

RESOLUTION NO. _____

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

729 Monroe Street

Parcel 38-10-04-18-3-006-021.000

Beginning @ SW intersection Monroe Street & Lake Street S 150'S W 240'S N 150'S E 240'S
to POB NW¼ SE¼ SW¼ S18 T3N R27E

411 Mallon Street

Parcel 38-09-06-13-1-011-018.000

Lot 6 Block 7 Dellwood Addition Subdivision

627 Chapelwood Drive

Parcel 38-09-04-20-0-002-055.000

Lot 87 Block F Chapelwood Subdivision Phase I

1263 West Selma Street

38-09-07-26-1-005-007.000

Lot 5 Block A Hammond Heights

WHEREAS, a public hearing was held on the 19th day of July, 2016 to hear any objections to the abatement of nuisances on the above properties.

WHEREAS, no objections were filed.

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

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

729 Monroe Street

411 Mallon Street

627 Chapelwood Drive

1263 W. Selma Street

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

Res. No. _____, continued.

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

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

Mayor

ATTEST:

Associate Commissioner District 1

Tammy Danner
City Clerk

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF COMMISSIONERS

RESOLUTION NO. _____

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

729 Monroe Street

Parcel 38-10-04-18-3-006-021.000

Beginning @ SW intersection Monroe Street & Lake Street S 150'S W 240'S N 150'S E 240'S
to POB NW¼ SE¼ SW¼ S18 T3N R27E

411 Mallon Street

Parcel 38-09-06-13-1-011-018.000

Lot 6 Block 7 Dellwood Addition Subdivision

627 Chapelwood Drive

Parcel 38-09-04-20-0-002-055.000

Lot 87 Block F Chapelwood Subdivision Phase I

1263 West Selma Street

38-09-07-26-1-005-007.000

Lot 5 Block A Hammond Heights

WHEREAS, a public hearing was held on the 19th day of July, 2016 to hear any objections to the abatement of nuisances on the above properties.

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

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

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

729 Monroe Street

411 Mallon Street

627 Chapelwood Drive

1263 W. Selma Street

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

Res. No. _____, continued.

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

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

Mayor

ATTEST:

Associate Commissioner District 1

Tammy Danner
City Clerk

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF COMMISSIONERS

RESOLUTION NO. _____

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

225 Headland Avenue

Parcel 38-09-06-13-3-001-016.000
Lot W Side Headland Avenue SE QTR NE QTR of SW QTR S13 T3 R26

326 Headland Avenue

Parcel 38-09-06-13-3-001-026.000
Located in NE¼ of SW¼ of SEC 13 T3N R26E commencing @ Intersection of Pine Street & Headland Avenue TH N along R/W 141' to POB TH N along R/W 52.5' E 250' S 52.5' W 250' to POB

338 Headland Avenue

Parcel 38-09-06-13-3-001-028.000
Commencing @ intersection of Headland Avenue & Doris Lane in NE¼ of SW¼ of SEC 13 T3N R26E TH S along R/W 135' to POB TH E 210' S 70' W 210' N along R/W 70' to POB

915 Houston Street

Parcel 38-09-06-14-4-002-020.008
Beginning at SE Intersection of Houston Street & Greenwood TH to POB S14 T3N R26E

2904 Heritage Drive

Parcel 38-09-02-03-4-001-001.038
Lot 24 Block A Shady Brook Subdivision

1800 Northside Drive

Parcel 38-09-02-10-1-001-010.000
Lot 7 Block B REP Northside Plaza Subdivision

829 Duke Street

Parcel 38-09-07-25-1-001-009.000
Lot 11 Block A Vann Subdivision

2508 East Linda Lane

Parcel 38-04-08-33-0-003-022.000
Lot 39 Block G Rainbow Meadows Subdivision Phase I

1013 Sunset Drive

38-10-04-18-4-001-018.000
Lot 18 Block D Berry Subdivision

506 Allen Road

38-10-04-18-4-010-006.000
Lot 1 Block D Roselawn Subdivision

104 East Stough Street

38-09-06-13-4-004-009.000
Lot 5 Block 5 R L Stough Addition Subdivision

302 East Stough Street

38-09-06-13-4-004-001.000
Lots 2 & 13 Block 3 R L Stough Addition Subdivision

120 Pine Street

38-09-06-13-4-006-017.000
Lot SW NW SE S13 T3 R26

118 Pine Street

38-09-06-13-4-006-018.000
Lot SW NW SE SEC 13 T3N R26E

116 Pine Street

38-09-06-13-4-006-019.000
Lot SW NW SE SEC 13 T3N R26E

101 Pine Street

Located in NE¼ of SW¼ of SEC 19 T3N R26E commencing @ NE Intersection of Pine Street and Headland Avenue TH E along R/W 100' to POB TH N 56' E 40' S 56' W along R/W 40' to POB

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

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

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

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

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

Section 2. That a public hearing on this matter shall be held at the regularly scheduled Commission meeting of the Dothan City Commission, in the Civic Center, 126 N. St. Andrews Street, Dothan, Alabama, at 10:00 a.m. on the 16th day of August, 2016 for the Board of Commissioners to hear any objections and vote to abate the nuisances.

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

Mayor

ATTEST:

Associate Commissioner District 1

Tammy Danner
City Clerk

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, the following listed properties were determined, by Resolutions Number 2016-148 and 2016-164, to be nuisances which should be abated:

1. 1021 S. Bell Street
2. 1214 Greenwood Drive
3. 910 E. Newton Street
4. 310 Brushfire Drive
5. 2905 Nottingham Way
6. 700 Parker Street
7. 2608 Scott Road
8. 937 Woodland Drive
9. 768 S. Park Avenue

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

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

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

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

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

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

Mayor

ATTEST:

City Clerk

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF COMMISSIONERS

REPORT ON COST OF WEED ABATEMENT

The following properties were found to be a nuisance due to violations of the City of Dothan Weed Control Ordinance, pursuant to Resolutions No. 2016-148 and 2016-164. The amount listed below the property address is the cost of abating the nuisance. Four (4) properties was brought into compliance without the necessity of city crews doing the work. For the complying properties, the cost will be limited to the cost of erecting the sign on said property, if applicable, and the cost of publishing the notice in the newspaper. For the five (5) properties that did not comply, the cost will also include the cost of having city work crews abate the nuisance.

Phillip M. & Debbie C. Tidwell
1021 S. Bell Street
38-09-07-25-2-007-022.000

Sign	\$	89.00
Newspaper Notice		75.44
Lot Cleanup Cost		133.06
Total	\$	<u>297.50</u>

Troy Richardson T/S
700 Parker Street
38-10-04-18-3-005-013.000

Sign	\$	89.00
Newspaper Notice		75.44
Lot Cleanup Cost		193.06
Total	\$	<u>357.50</u>

Michael K. & Candace A. Smith T/S
1214 Greenwood Drive
38-09-06-14-1-002-017.000

Sign	\$	89.00
Newspaper Notice		75.44
Lot Cleanup Cost		199.62
Total	\$	<u>364.06</u>

William M. Langford
2608 Scott Road
38-04-08-33-0-002-016.000

Sign	\$	89.00
Newspaper Notice		75.44
Lot Cleanup Cost		-
Total	\$	<u>164.44</u>

Solomon McCarthon
910 E. Newton Street
38-09-06-13-4-015-002.000

Sign	\$	89.00
Newspaper Notice		75.44
Lot Cleanup Cost		266.13
Total	\$	<u>430.57</u>

Foy M. Kelly
937 Woodland Drive
38-09-06-23-3-007-049.000

Sign	\$	89.00
Newspaper Notice		75.44
Lot Cleanup Cost		-
Total	\$	<u>164.44</u>

Sage Grove Homeowners Association, Inc.
310 Brushfire Drive
38-09-09-29-0-008-073.000

Sign	\$	89.00
Newspaper Notice		75.44
Lot Cleanup Cost		128.99
Total	\$	<u>293.43</u>

Madeline F. Morris
768 S. Park Avenue
38-09-06-23-3-002-011.000

Sign	\$	89.00
Newspaper Notice		75.44
Lot Cleanup Cost		-
Total	\$	<u>164.44</u>

Denise Latham F/K/A Givens
2905 Nottingham Way
38-09-09-29-0-006-001.000

Sign	\$	89.00
Newspaper Notice		75.44
Lot Cleanup Cost		-
Total	\$	<u>164.44</u>

Total **\$** **2,400.82**

RESOLUTION NO. _____

WHEREAS, properties determined to be in violation of Article II, Chapter 106 of the City of Dothan Code of Ordinance pertaining to weed control are abated according to the procedures described therein; and

WHEREAS, the owners of these properties were determined to be in violation of Article II, Chapter 106 of the City of Dothan Code of Ordinances for a second time within 12 months of the previous abatement; and

WHEREAS, Article III, Chapter 106 of the City of Dothan Code of Ordinances authorizes an expedited notification and abatement procedure for repeat offenders; and

WHEREAS, the owners of the following listed properties were found to be in violation of Article II and were subsequently abated as repeat offenders as authorized by Article III, Chapter 106 of the City of Dothan Code of Ordinances:

1. 130 Wood Drive

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

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

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

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

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

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

Mayor

ATTEST:

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 COMMISSIONERS

REPORT ON COST OF WEED ABATEMENT

The following properties were found to be in violation of Article II and were subsequently abated as repeated offenders as authorized by Article III, Chapter 106 of the City of Dothan Code of Ordinances. The amount listed below the property address is the cost of abating the nuisance.

**Huang Hou
130 Woods Drive
38-09-07-26-2-001-023.000**

Lot Cleanup Cost	<u>133.06</u>
Total	<u>\$ 133.06</u>

TOTAL \$133.06

RESOLUTION NO. _____

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

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

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

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

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

<u>ADDRESS</u>	<u>PARCEL NUMBER</u>
173 Webb Road	Parcel #38-09-06-13-4-006-028.000
179 Webb Road	Parcel #38-09-06-13-4-006-029.000
402 Logue Street	Parcel #38-09-06-13-1-008-014.000
1214 Greenwood Drive	Parcel #38-09-06-14-1-002-017.000
2202 Flynn Road	Parcel #38-04-08-34-4-000-035.000
601 Dogwood Trail	Parcel #38-09-06-24-3-004-005.000
504 Meadow Court	Parcel #38-09-07-25-2-005-021.000

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

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, the Board of Commissioners declared, by Resolution No. 2016-121, that the following properties were substandard, creating a public nuisance, and ordered that the said structures be demolished; and

WHEREAS, the structure has been demolished and notice of the intent of the City Commission to adopt a resolution fixing the amount of the cost and assessing the same to the property owners has been published as required and all interested parties have been notified.

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

Section 1. That the following properties are hereby assessed the amount as indicated, for the cost of demolition of the substandard structures, and a lien is hereby declared on the parcel in the amount of the assessment herein made against such parcel of land:

<u>ADDRESS OF PROPERTY</u>	<u>PERSON LAST ASSESSED FOR ADVALOREM TAX</u>	<u>AMOUNT</u>
310 Montana Street	George Robert & Lillie Bell Glanton	\$3279.50

Section 2. That the itemized report of the cost incurred in the abatement of the said properties is hereby confirmed.

Section 3. That the itemized report shall be turned over to the county tax collector and the amount due shall be added to the next regular bills for taxes levied against the respective lot and/or parcel of land.

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

REPORT ON COSTS OF DEMOLITION OF SUBSTANDARD STRUCTURES

The Board of Commissioners of the City of Dothan, Alabama determined unsafe buildings on the following properties a public nuisance and, pursuant to Resolution No. 2016-121 ordered the demolition and removal of the said unsafe buildings. The amount listed below the property address is the cost of the demolition and removal of the unsafe building and advertising.

George R. & Lillie B. Glanton
310 Montana Street
38-09-06-14-4-013-017.000

Demolition Cost	\$	2,467.50
Newspaper Notice	\$	<u>812.00</u>
Total	\$	<u>3,279.50</u>

WHEREAS, the City of Dothan created and authorized the establishment of "The City of Dothan Historic Preservation Commission", (Dothan Code Sec.50-31); and

WHEREAS the City of Dothan is a Certified Local Government (CLG) which qualifies the City of Dothan to make application and receive grant funds through the State of Alabama Historic Commission; and

WHEREAS, The City of Dothan Historic Preservation Commission, on July 24, 2016, passed a motion requesting assistance with an application for grant funds to the State of Alabama Historical Commission in the amount of \$5,000.00 to update the inventory of buildings in the Downtown Commercial District, originally placed on the National Register of Historic Places in 1983; and

WHEREAS, The consultant contracted to update the inventory of buildings found that the number of contributing structures has decreased to the point that losing the National Register designation of the Downtown Historic District is a real possibility; and

WHEREAS, the Alabama State Historic Preservation Office, on the behalf of the U. S. Department of the Interior, has offered an additional \$3,000 grant to assist the city with conducting additional inventory to determine if adjacent buildings would qualify for National Register status and expand the boundary accordingly; and

WHEREAS, the award of grant funds offered requires a \$2,000.00 match by the City of Dothan which combined with grant funds will provide for a \$5,000.00 budget to engage the services of a qualified consultant approved by the Alabama Historical Commission to accomplish work.

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 authorizes the application for grant funds to the State of Alabama Historical Commission for the purpose of expanding the existing boundaries of the National Register Downtown Commercial District.

Section 2. That the City of Dothan accepts the anticipated \$3,000 grant, agrees to provide matching funds in the amount of \$2,000.00 and appropriating said funds.

Section 3. That the sum of \$5,000.00 is appropriated in FY 2016 to the General Fund/Planning & Development/Other Services & Charges/Professional Services, Account Number 001-2701-527.30-42. This appropriation is to be funded by increasing the General Fund/Intergovernment Revenues/Proceeds from Grants by \$3,000.00 and the General Fund/Non-Revenue Resources/Utilization of Fund Balance, Account Number 001-0000-391.01-00 by the sum of \$2,000.00 in Fiscal Year 2016.

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

ALABAMA HISTORICAL COMMISSION
468 South Perry Street
Montgomery, Alabama 36130-0900
HISTORIC PRESERVATION FUND (CFDA 15.904) U.S. DEPARTMENT OF THE INTERIOR
FY2015 Application to the Alabama Historical Commission

2016 APPLICANT INFORMATION

1. Applicant Name: City of Dothan

2. Applicant Address: Street: 126 N St. Andrews Street, P O Box: 2128

City Dothan State- AL ZIP 36302-2128

3. Applicant Federal Employer Identification Number: 63-6001243

4. Applicant's Status:

(X) Certified Local Government

() Sponsored by Certified Local Government. Grant awards will be to CLG's only. CLG may apply as sponsor and pass

Through grant funds to non-CLG applicant. Name of CLG Sponsor:

5. Contact Person Mr.: Bob Wilkerson, Planner II Telephone: 334-615-3415

Address if different from Applicant: State Zip

E-mail Address bobwilk@dothan.org

6. Project Director : Mr. Bob Wilkerson, Planner II Telephone: 334 -615-3415

Address if different from Applicant: State Zip

E-mail Address

REQUEST PROFILE

1. Request Category (select one): Project requests must be submitted for a specific activity. More than one application can be submitted for separate projects.

(X) SURVEY AND REGISTRATION

() PREDEVELOPMENT

() PRESERVATION PLAN DEVELOPMENT

() PUBLIC AWARENESS AND EDUCATION

() STAFFING

() PRESERVATION COMMISSION TRAINING

2. Project Title or Name of Property: RESURVEY OF DOWNTOWN COMMERCIAL DISTRICT TO EXPAND NATIONAL REGISTER BOUNDARIES

3. Project Dates - Beginning AUGUST 1, 2016 ending JUNE 30, 2017 No project should take more than one year to complete. Grant agreements will be provided by June 15, 2016 to grant recipients. The grant project should be completed by June 15, 2017 for AHC staff to review products and financial records necessary in closing out the grant to meet federal reporting standards. SPECIAL NOTE: If this project involves grant assistance to a National Historic Landmark, you will not be able to proceed until concurrence is obtained from the National Parks Service as requested by the Alabama Historical Commission.

4. Grant Amount Requested (60% of line 6.)

\$ 3,000.00

5. Minimum Match Required (40% of line 6. Do not include) **\$ 2,000.00**
 overmatch from your budget on page 4 on this line.
6. Total **\$ 5,000.00**
 (Check your math: line 4 divided by .60 should equal line 6.)

7. Project Work Area/Location (must be within CLG jurisdiction):

State House of Representatives District 86 State Senatorial District 29

U. S. House of Representatives District 2

DOTHAN
(City)

HOUSTON
(County)

INDIVIDUAL CATEGORIES :

If you selected category SURVEY AND REGISTRATION, complete the following :

Survey:

Square miles to be surveyed 1

Estimated number of standing structure forms to be completed 30

Estimated number of site forms to be completed 30

Registration:

Type: () Single Structure (X) District () Multiple Property

Number of nominations to be prepared 1

Estimated number of contributing properties contained in nomination(s) 20

PROJECT SUMMARY

Provide a concise description of the project for which funds are being requested. What are the objectives of project? What products will result from project?

Resurvey project for the purpose of determining potential for expansion of existing National Register Boundary.

TIME - PRODUCT - PAYMENT

SCHEDULE

For each major work activity, provide information on what will be accomplished, the approximate cost and the date by which to be completed. This information will be used to develop a schedule for reimbursements provided to funded projects in the grant agreement. No project should take more than one year to complete. Your schedule should include an interim step at September 30th (end of the fiscal year) so that the Alabama Historical Commission can report the status of your project to the federal government.

EXAMPLE:

June 30, 2016 to September 30, 2016 - Conduct public hearing to present draft design review guidelines – estimated \$2500 reimbursement amount requested

October 1, 2016 to December 31, 2016 - Provide three training sessions to preservation commission on design review process and applying design guidelines. Present final draft of design guidelines to preservation commission and public – estimated \$2500 reimbursement amount requested.

January 1, 2017 to March 15, 2017 - Provide preservation commission with thirty copies of final design guidelines – estimated \$2500 reimbursement amount requested.

August 1, 2016- September 30, 2016: Issue RFP for qualified consultant. Negotiate contract and submit reimbursement for any front end expenditures: Estimated reimbursement: \$1,000.00

October 1, 2016 – January 30, 2017: Progress Report to Dothan HPC, and copy to SHPO outlining analysis and findings to date. Estimated reimbursement: \$ 2,000.00

February 1, 2017- April 30, 2017: Assessment of Property review and development of draft narrative report.

May 1, 2017- June 30 2017: Development of final report. Presentation to Dothan HPC and copy to SHPO. Estimated reimbursement \$ \$2,000.00

EVALUATION CRITERIA

This project will support the following goals of the State Plan:

1: Identify, record and evaluate the significance of historic places and the objects, people and events related to them.

The outputs of historical survey research and data are invaluable in uncovering and therefore sharing the rich history of the City of Dothan. Not only do we learn about specific buildings, and objects within our urban fabric, but also we are able to better understand the patterns of urban development. In addition, we are able to understand from historical research, the relationship of form and function and how that impacts the environment that we inhabit today. It helps the community to have greater appreciation for the urban fabric of today as something that evolved from serving the needs of our past inhabitants. It ties us to our past.

2: Protect, preserve, restore, and maintain historic places.

It is unfortunate that much of Dothan's historic commercial fabric has been lost. Through this project, the Dothan HPC desires to place a greater emphasis on the value and importance of properties which are proximate to the Commercial Center and may become contributing structures. HPC members and city officials are afforded significant strength in taking actions to protect structures from the whims of property owners that may otherwise deplete the historic value and content of a given structure.

Programmatic Questions:

1: Yes: The proposed project boundaries are adjacent to the NBCAR Historical District which is a longstanding African American residential community within the City of Dothan. A more preserved and restored downtown provides greater services and job opportunities for the citizens of NBCAR

2: Yes: The City of Dothan has a long history of successful grant and financial management capabilities, including past CLG grants.

3: Yes: primarily due to the impact of staff resources which the City has committed to

administer various functions related to the HPC. Staff will interact with the chosen consultant and follow deliverables and timelines as necessary to ensure the projects timely completion.

4: Yes: The City of Dothan will release an RFP for the project and select the most qualified professional team for the project.

5: While this is an unknown at this time, the HPC is actively engaged in looking at various properties for potential nomination.

PROJECT BUDGET

EXPENSE ITEMS	CASH OUTLAY	INKIND DONATIONS
CONSULTANT FEE for PROJECT DELIVERABLES	\$5,000.00	\$
TOTALS	\$5,000.00	\$

TOTAL PROJECT COST (Cash Outlay plus Inkind (non-cash i.e. volunteers, etc.) Donations)	\$ 5,000.00
MATCHING SHARE	2,000.00
GRANT SHARE APPLIED FOR	\$3,000.00

RECAP OF PROJECT BUDGET

BUDGET NARRATIVE

List expense in terms of cost such as "personnel, printing, photography" not "report preparation." Show rates for all costs. Provide a brief summary of how work will be accomplished and what products will result from each expense listed. Justify costs if necessary especially for unusual or high costs.

All expense shown on the above budget will be paid to the selected project consultant for deliverables.

Deliverables will include:

- 1: Analysis of potential; for expansion of NR boundaries in the Downtown Main Street Commercial District.
- 2: Progress Report of findings and recommendations.
- 3: Photographic record of potential contributing buildings.
- 4: Summary of historical significance for each building.
- 5: Draft narrative report for review.
6. Final Report.

Chief Fiscal Officer **Ms. Lisa Reeder, Finance Director** Telephone: **334-615-3153**
Name, Title

Address if different from Applicant: _____, _____,
_____ State Zip

E-mail Address: lhreeder@dothan.org

Person who will be able to provide photocopies of source financial documentation during period of this grant project:

Accountant: **Ms. Kathi Faulk** Telephone: **334-615-3156**
Name, Title

Address if different from Applicant: _____, _____, _____
State Zip

E-mail Address _____

INVOLVEMENT

Describe the involvement (either support or opposition) of the following organizations: official preservation agency, public agencies, local government, co-sponsoring/cooperating organizations.

Dothan Historic Preservation Commission: A majority of the nine member appointed board made the decision in a public meeting to pursue the subject grant application as a means of expanding the National Register Boundaries and safeguarding the future designation of the Register for the City of Dothan

City of Dothan: Supports the work of the HPC by providing staff and management resources to the membership, funding for announcements, and correspondence, and venue for conducting HPC monthly meetings.

CERTIFICATIONS

I certify that I will abide by regulations of the U. S. Department of the Interior which prohibit unlawful discrimination in federally-assisted programs on the basis of race, color, handicap and/or national origin. I will inform any person who believes he or she has been discriminated against in any program, activity or facility operated by a recipient of federal assistance that they should write to: Director, Office of Equal Opportunity, U.S. Department of the Interior, Washington, DC 20240. I certify that matching funds are available for this project. I understand that grant monies can only be reimbursed for project expenditures made during the grant period and that a separate Grant Agreement will be required as executed by the Alabama Historical Commission and the Applicant Organization.

These Certifications shall be treated as a material representation of fact upon which reliance will be placed if the Alabama Historical Commission determines to award the grant.

Chief Administrative Officer: _____
of Certified Local Government Signature Mr. **Mike Schmitz**

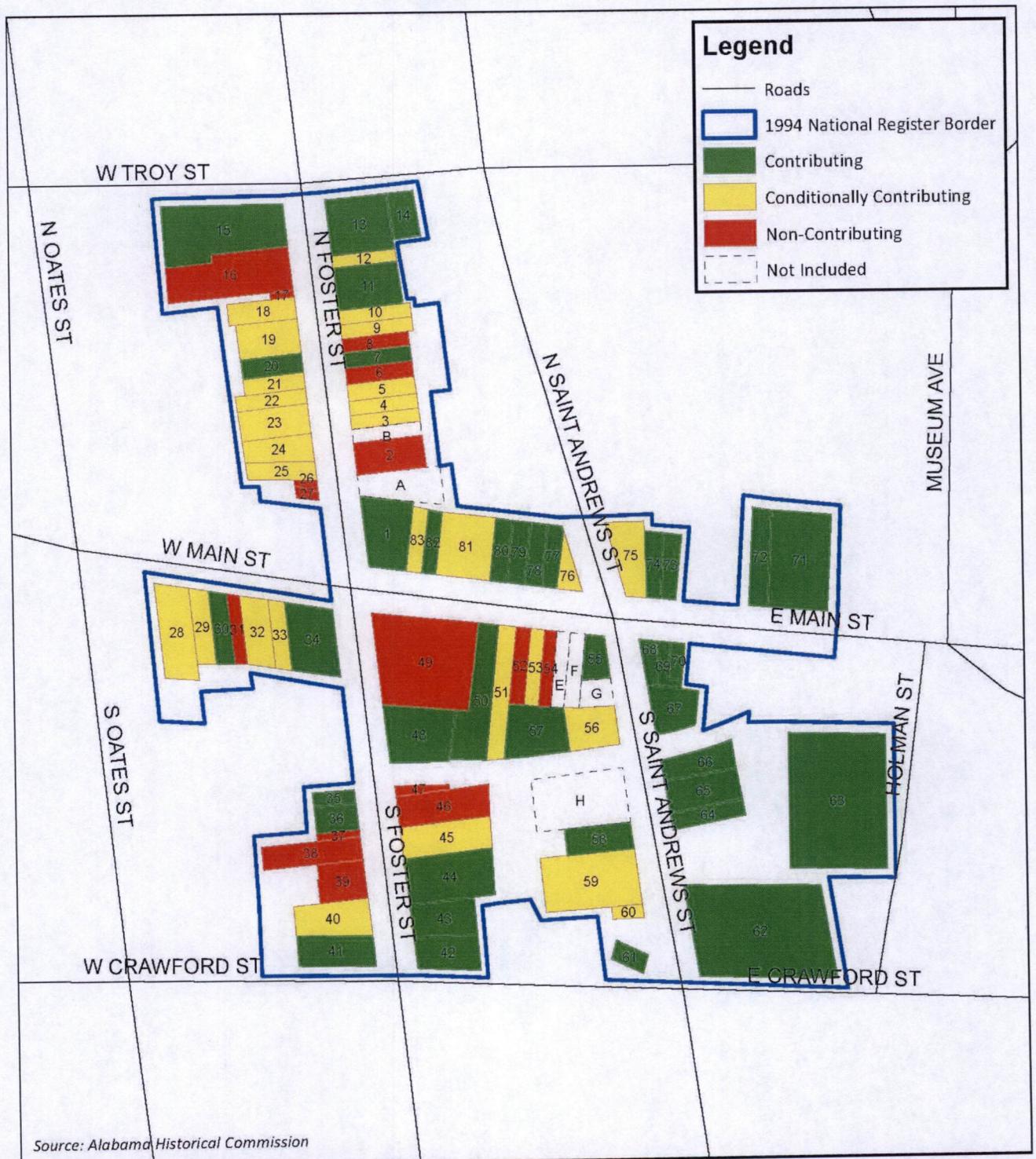
Chief Fiscal Officer _____
Ms. **Lisa Reeder**

This grant must be separately accounted for in the applicant's financial records and included on the applicant's

schedule of financial assistance to be included in its A-133 Single Audit.

Chief Administrative Officer: NA
of Non-CLG (if applicable) Signature
(Mr., Ms., Dr.) Name
Title

Project Director : Signature
Mr. Name: **Bob Wilkerson**
Title: Planner II

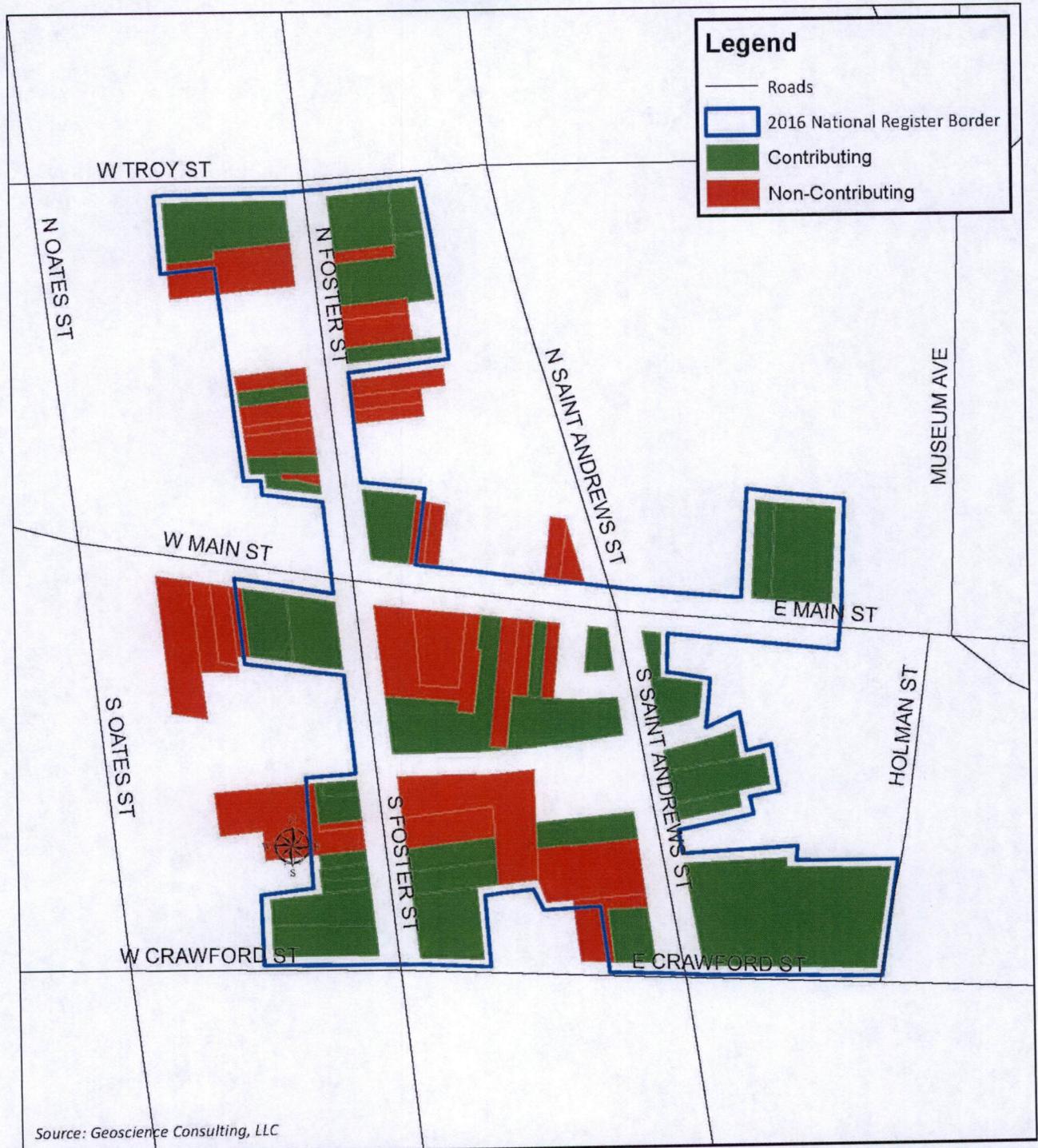


Contributing and Non Contributing Buildings (1994)
Main Street Commercial Historical District
Dothan, Alabama



National Register of Historic Places

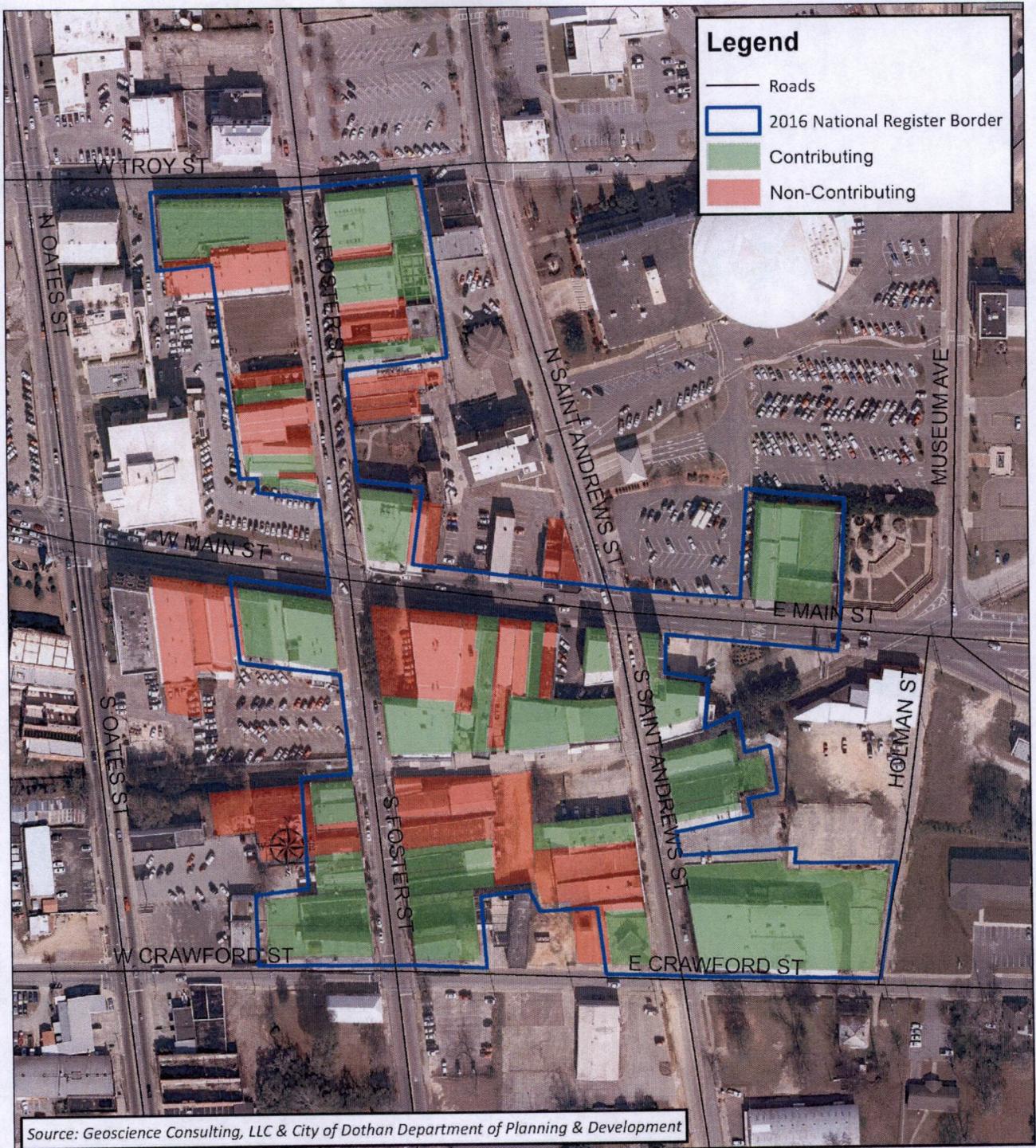




Contributing and Non Contributing Buildings (2016)
Main Street Commercial Historical District
Dothan, Alabama

National Register of Historic Places



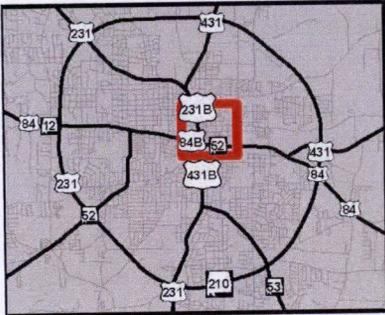
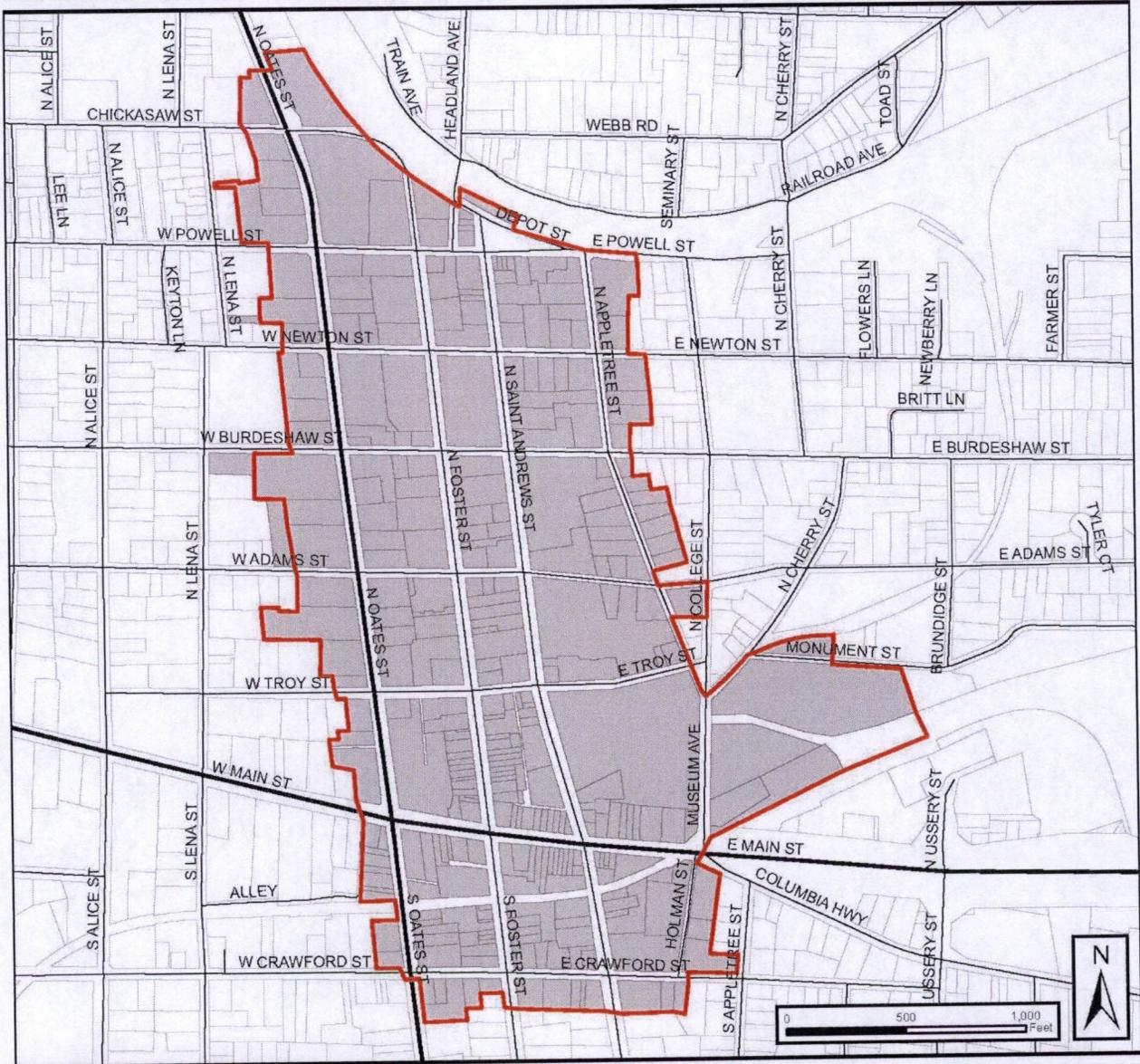
Contributing and Non Contributing Buildings Aerial (2016)
 Main Street Commercial Historical District
 Dothan, Alabama



National Register of Historic Places



Downtown Commercial Historic District



City of Dothan Department of
Planning & Development

Downtown Commercial Historic District
Dothan, Alabama

- Road
- Tax Parcels
- ▭ District Boundary



Source: City of Dothan Department of Planning & Development

RESOLUTION NO. _____

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

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

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires all recipients of Community Development Block Grant (CDBG) funds to prepare a Consolidated Plan and an Annual Action Plan in order to receive grant funds, and

WHEREAS, the City of Dothan, Alabama approved and adopted the *2015-2019 Consolidated Plan* on July 21, 2015, Resolution Number 2015-191, and

WHEREAS, the City of Dothan has received recommendations from the Community Development Advisory Board in developing the 2016 Year Two Annual Action Plan activities which has been duly prepared and made available for public comment according to HUD guidelines and Federal law, and

WHEREAS, the 2016 Annual Action Plan projects were approved on June 7, 2016, Resolution 2016-149, subject to comments received during a 30 day public comment period and are as follows:

Projects	Funding
PUBLIC SERVICE	
1. Alfred Saliba Family Services – Career Center	\$ 20,000
2. Boys and Girls Club of the Wiregrass –Tutoring	\$ 12,000
3. Exchange Center –Parent Aid	\$ 10,000
4. Healthy You, Inc.	\$ 15,458
5. Girls, Inc. – Child Care	\$ 7,500
<i>Subtotal</i>	\$ 64,958
PUBLIC FACILITY	
1. Hawk-Houston Boys and Girls Club – Building Improvement	\$ 45,000
2. Human Resource Development Corp. –Building Improvement	\$ 22,000
3. Young junior Building –Building Improvement	\$ 55,456
4. Boys and Girls Club of the Wiregrass – HVAC System	\$ 14,000
5. Dubois Institute/ Aunt Katie's Garden – Building Improvement	\$ 25,000
6. Public Works –Alexander Drive Sidewalk	\$120,030
<i>Subtotal</i>	\$281,486
ADMINISTRATION	
Planning, Oversight and Administration	\$ 86,611
GRAND TOTALS	\$ 433,055



THE CITY OF
DOTHAN, ALABAMA

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

MIKE K. WEST
CITY MANAGER
mkwest@dothan.org

July 15, 2016

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

Board of Commissioners:

I will be presenting to you for your consideration two resolutions in the administration of the CDBG program. The first is to approve the 2016 Year Two Annual Action Plan and the second to approve the reprogramming of funds from past years.

The 2016 projects and proposed reprogramming of prior year funds is recommended by the Community Development Advisory Board and approved on June 7, 2016, Resolution No. 2106-149. The reprogrammed funds will support Habitat's Emergency Housing Repair and Weatherization Program, the Wiregrass Rehabilitation Center Equipment and the DDRA Façade Improvement Program.

The City of Dothan expects to receive \$433,055 of CDBG funding for the 2016 program year starting October 1, 2016 to September 30, 2017. The reprogrammed funds are from a combination of 2010, 2011 and 2012 projects that came in under budget. The total reprogrammed funds total \$145,008.31.

The staff recommends and I concur with the request to approve the 2016 Second Year Annual Action Plan and the reprogramming of funds from prior CDBG projects. The 2016 Annual Action Plan must be submitted to HUD no later than August 8, 2016 to receive the City's CDBG allocation.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike West", written over a long horizontal line that extends across the page.

Michael K. West
City Manager

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

PROJECT TITLE:	2016 (Second Year) Annual Action Plan and CDBG Reprogramming	
DEPARTMENT:	Planning and Development	
DEPARTMENT HEAD:	Todd L. McDonald, AICP	
REPORT DATE:	July 12, 2016	Admin. Meeting Date:

PURPOSE: Approve the 2016 Annual Action Plan for the Community Development Block Grant (CDBG) Program and reprogram \$145,008.31 of 2010, 2011 and 2012 CDBG funding from completed projects with remaining balances to 2014 and 2015 CDBG projects.

BACKGROUND: The CDBG Program annually provides federal funds from the Department of Housing and Urban Development (HUD) to the City of Dothan. This year's funding will be utilized to provide infrastructure improvements and support agencies providing services to low income families and individuals. The City Commission approved the CDBG project recommendations from the Community Development Advisory Board on June 7, 2016 (Res. No 2016-149). Subsequently, the 2016 Annual Action Plan and the Reprogramming of CDBG funds from the 2010, 2011 and 2012 programs have been advertised in the Dothan Eagle for a 30-day comment period, which ended July 14, 2016. The City has received no comments at this time. Therefore, the City Commissioners can now approve the 2016 Action Plan and CDBG Reprogramming for submission to HUD.

Additionally, staff has prepared a separate resolution to reprogram 2010, 2011 and 2012 CDBG funds in the amount of \$145,008.31, to support Habitat's Emergency Housing Repair and Weatherization program, Wiregrass Rehabilitation Center Equipment and DDRA Façade Improvement Program.

DESCRIPTION: The City of Dothan expects to receive \$433,055 in the FY 2016. Outlined below are the proposed funding levels of projects in the 2016 Annual Action Plan:

RECOMMENDATIONS OF COMMUNITY DEVELOPMENT ADVISORY BOARD

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

PUBLIC FACILITY	
1. Hawk-Houston Boys and Girls Club – Building Improvement	\$ 45,000
2. Human Resource Development Corp. – Building Improvement	\$ 22,000
3. Young Junior Building – Building Improvement	\$ 55,456
4. Boys and Girls Club of the Wiregrass – HVAC System	\$ 14,000
5. Dubois Institute/ Aunt Katie’s Garden – Building Improvement	\$ 25,000
6. Public Works –Alexander Drive Sidewalk	\$120,030
<i>Subtotal</i>	<i>\$281,486</i>
ADMINISTRATION	
Planning, Oversight and Administration	\$ 86,611
GRAND TOTALS	\$ 433,055

RECOMMENDATION: Staff recommends that the 2016 Annual Action Plan be approved and submitted to HUD on or before August 8, 2016. (Resolution attached) and the 2010, 2011, and 2012 CDBG Reprogramming also be approved (Resolution attached).

COST ANALYSIS: No local funds are required.

Resolution No. _____, continued.

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

Section 1. That the City of Dothan, by action of the City Commission, hereby approves and adopts the 2016 Year Two Annual Action Plan, which reflects the goals in the 2015-2019 Consolidated Plan and on file in the City Clerk's office.

Section 2. That Mike Schmitz, Mayor of the City of Dothan and in such capacity, is hereby authorized and directed to execute all documents related to requirements of said 2016 Year Two Annual Action Plan, and submit same to the U. S. Department of Housing and Urban Development.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

I, Tammy Danner, duly appointed City Clerk of the City of Dothan, Alabama, do hereby certify that the foregoing resolution was passed by the Board of Commissioners of the City of Dothan, Alabama, at a regular meeting held on July 19, 2016.

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

City Clerk

RESOLUTION NO. _____

WHEREAS, the City of Dothan, Alabama desires to reprogram CDBG Entitlement funds from cost under runs from completed or cancelled projects in FY 2010, FY 2011 and FY 2012 totaling \$145,008.31 to activities supporting the FY 2010-2014 and 2015-2019 Consolidated Plans, identified in the Year 5 (FY 2014) Annual Action Plan and Year 1 (FY 2015) Annual Action Plan, and

WHEREAS, projects identified in the FY 2014 Annual Action Plan are Habitat for Humanity Emergency Housing Repair Program (\$80,000) and the DDRA Façade Improvement Program (\$9,008.31), which require additional funding, and

WHEREAS, projects identified in the FY 2015 Annual Action Plan are Habitat for Humanity Weatherization Program (\$33,000) and the Wiregrass Rehabilitation Center Equipment (\$23,000), which require additional funding, and

WHEREAS, funds from past years can be reprogrammed by local amendment according to the guidelines contained in the Consolidated Plan.

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

Section 1. That the FY 2010, FY 2011, and FY 2012 Annual Action Plans be locally amended in accordance with terms and conditions of the Consolidated Plan of the City of Dothan.

Section 2. That the amount of \$64,761.20 be transferred from the FY 2010 CDBG Annual Action Plan, various projects in the following amounts:

\$64,760.90	Wilson Street Drainage Project
<u> .30</u>	Habitat for Humanity Weatherization
\$64,761.20	

Section 3. That the amount of \$2,711.11 be transferred from the FY 2011 CDBG Annual Action Plan, various projects in the following amounts:

\$ 2,710.82	Young Junior Building Phase II
<u> .29</u>	Young Junior Building Phase I
\$ 2,711.11	

Section 4. That the amount of \$77,536.00 be transferred from the FY 2012 CDBG Annual Action Plan, various projects in the following amounts:

\$61,048.00	Wilson Street Drainage
\$15,365.00	Montana Street Sidewalk
<u> \$ 1,123.00</u>	Neighborhood Restoration Emergency Home Repair
\$77,536.00	

Section 5. CDBG in 2010 (\$64,761.20), 2011 (\$2,711.11), and 2012 (\$77,536.00) be transferred in the total amount of \$145,008.31, to 2014 and 2015 projects.



THE CITY OF
DOTHAN, ALABAMA

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

MIKE K. WEST
CITY MANAGER
mkwest@dothan.org

July 15, 2016

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

Board of Commissioners:

I will be presenting to you for your consideration two resolutions in the administration of the CDBG program. The first is to approve the 2016 Year Two Annual Action Plan and the second to approve the reprogramming of funds from past years.

The 2016 projects and proposed reprogramming of prior year funds is recommended by the Community Development Advisory Board and approved on June 7, 2016, Resolution No. 2106-149. The reprogrammed funds will support Habitat's Emergency Housing Repair and Weatherization Program, the Wiregrass Rehabilitation Center Equipment and the DDRA Façade Improvement Program.

The City of Dothan expects to receive \$433,055 of CDBG funding for the 2016 program year starting October 1, 2016 to September 30, 2017. The reprogrammed funds are from a combination of 2010, 2011 and 2012 projects that came in under budget. The total reprogrammed funds total \$145,008.31.

The staff recommends and I concur with the request to approve the 2016 Second Year Annual Action Plan and the reprogramming of funds from prior CDBG projects. The 2016 Annual Action Plan must be submitted to HUD no later than August 8, 2016 to receive the City's CDBG allocation.

Sincerely,

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

Michael K. West
City Manager

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

PROJECT TITLE:	2016 (Second Year) Annual Action Plan and CDBG Reprogramming	
DEPARTMENT:	Planning and Development	
DEPARTMENT HEAD:	Todd L. McDonald, AICP	
REPORT DATE:	July 12, 2016	Admin. Meeting Date:

PURPOSE: Approve the 2016 Annual Action Plan for the Community Development Block Grant (CDBG) Program and reprogram \$145,008.31 of 2010, 2011 and 2012 CDBG funding from completed projects with remaining balances to 2014 and 2015 CDBG projects.

BACKGROUND: The CDBG Program annually provides federal funds from the Department of Housing and Urban Development (HUD) to the City of Dothan. This year's funding will be utilized to provide infrastructure improvements and support agencies providing services to low income families and individuals. The City Commission approved the CDBG project recommendations from the Community Development Advisory Board on June 7, 2016 (Res. No 2016-149). Subsequently, the 2016 Annual Action Plan and the Reprogramming of CDBG funds from the 2010, 2011 and 2012 programs have been advertised in the Dothan Eagle for a 30-day comment period, which ended July 14, 2016. The City has received no comments at this time. Therefore, the City Commissioners can now approve the 2016 Action Plan and CDBG Reprogramming for submission to HUD.

Additionally, staff has prepared a separate resolution to reprogram 2010, 2011 and 2012 CDBG funds in the amount of \$145,008.31, to support Habitat's Emergency Housing Repair and Weatherization program, Wiregrass Rehabilitation Center Equipment and DDRA Façade Improvement Program.

DESCRIPTION: The City of Dothan expects to receive \$433,055 in the FY 2016. Outlined below are the proposed funding levels of projects in the 2016 Annual Action Plan:

RECOMMENDATIONS OF COMMUNITY DEVELOPMENT ADVISORY BOARD

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

PUBLIC FACILITY	
1. Hawk-Houston Boys and Girls Club – Building Improvement	\$ 45,000
2. Human Resource Development Corp. – Building Improvement	\$ 22,000
3. Young Junior Building – Building Improvement	\$ 55,456
4. Boys and Girls Club of the Wiregrass – HVAC System	\$ 14,000
5. Dubois Institute/ Aunt Katie’s Garden – Building Improvement	\$ 25,000
6. Public Works –Alexander Drive Sidewalk	\$120,030
<i>Subtotal</i>	<i>\$281,486</i>
ADMINISTRATION	
Planning, Oversight and Administration	\$ 86,611
GRAND TOTALS	
	\$ 433,055

RECOMMENDATION: Staff recommends that the 2016 Annual Action Plan be approved and submitted to HUD on or before August 8, 2016. (Resolution attached) and the 2010, 2011, and 2012 CDBG Reprogramming also be approved (Resolution attached).

COST ANALYSIS: No local funds are required.

It should be noted that this action can be accomplished through a local amendment as it is within guidelines for a local amendment contained in the Consolidated Plan.

**FY 2014 ANNUAL ACTION PLAN
LOCAL AMENDMENT NO. 1**

EXPLANATION

The purpose of this amendment is to provide additional funding to the Habitat for Humanity Emergency Housing Repair and DDRA Façade Improvement Program approved in the FY 2014 Annual Action Plan. Both the Habitat Emergency Housing Repair Program and DDRA Façade Improvement Program require additional funding to continue in providing services and benefits to the citizens of Dothan. The amount designated in this amendment for the FY 2014 Habitat Emergency Housing Repair program is \$80,000 and \$9,008.31 for the DDRA Façade Improvement Program. The funds being reallocated are un-obligated funds from completed or cancelled projects from FY 2010, FY 2011 and FY 2012.

**FY 2015 ANNUAL ACTION PLAN
LOCAL AMENDMENT NO. 2**

EXPLANATION

The purpose of this amendment is to provide additional funding to the Habitat for Humanity Weatherization Program and Wiregrass Rehabilitation Center Equipment approved in the FY 2015 Annual Action Plan. Both the Habitat Weatherization Program and Wiregrass Rehabilitation Center Equipment require additional funding to continue in providing services and benefits to the citizens of Dothan. The amount designated in this amendment for the FY 2015 Habitat Weatherization Program is \$33,000 and \$23,000 for Wiregrass Rehabilitation Center Equipment. The funds being reallocated are un-obligated funds from completed or cancelled projects from FY 2010, FY 2011 and FY 2012.

**FY 2010 ANNUAL ACTION PLAN
LOCAL AMENDMENT NO. 3**

EXPLANATION

The purpose of this amendment is to transfer the amounts remaining from the following FY 2010 completed projects: \$64,761.20 from the Wilson Street Drainage project and Habitat Weatherization Program to be reallocated to the FY 2014 and/or FY 2015 Annual Action Plan.

**FY 2011 ANNUAL ACTION PLAN
LOCAL AMENDMENT NO. 4**

EXPLANATION

The purpose of this amendment is to transfer the amounts remaining from the following FY 2011 completed projects: \$2,711.11 from the Young Junior Building Phase I and Phase II to be reallocated to the FY 2014 and/or FY 2015 Annual Action Plan.

**FY 2012 ANNUAL ACTION PLAN
LOCAL AMENDMENT NO. 5**

EXPLANATION

The purpose of this amendment is to transfer the amounts remaining from the following FY 2012 completed projects: \$77,536.00 from the Wilson Street Drainage project, the Montana Street Sidewalk Project and the Neighborhood Restoration Home Repair Project to be reallocated to the FY 2014 and/or 2015 Annual Action Plan.

Resolution No. _____, continued.

Section 6. That CDBG funding be reallocated to 2014 and 2015 Annual Action Plan projects as follows:

\$ 80,000.00	2014 Habitat Emergency Housing Repair Program
\$ 9,008.31	2014 DDRA Façade improvement Program
\$ 33,000.00	2015 Habitat Weatherization Program
<u>\$ 23,000.00</u>	2015 Wiregrass Rehabilitation Center Equipment
\$145,008.31	Total

Section 7. That the City of Dothan, by action of the City Commission, hereby approves adopts, and amends the Annual Action Plans for the reprogramming of CDBG funds to the projects as listed above.

Section 8. That Mike Schmitz, Mayor of the City of Dothan and in such capacity, is hereby authorized and directed to execute all documents related to requirements of said CDBG Reprogramming, and submit same to the U. S. Department of Housing and Urban Development as required.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

I, Tammy Danner, duly appointed City Clerk of the City of Dothan, Alabama, do hereby certify that the foregoing resolution was passed by the Board of Commissioners of the City of Dothan, Alabama, at a regular meeting held on July 19, 2016.

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

City Clerk

RESOLUTION NO. 2016-_____

TRANSPORTATION PLANNING PROCESS AGREEMENT

WHEREAS, Section 134 of the United States Code and Sections 1604(1), 1607 (a), and 1607 (c), of Title 49 of the United States Code require that each urbanized area, as a condition of the receipt of federal capital or operating assistance, have a continuing, cooperative and comprehensive transportation planning process that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals that lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods, and

WHEREAS, an agreement concerning a transportation planning process for the Dothan Urbanized Area was executed in December 1995 between, the Southeast Alabama Regional Planning and Development Commission, the Metropolitan Planning Organization and the State of Alabama acting by and through the Alabama Department of Transportation, and

WHEREAS, the Federal Transit Administration and the Federal Highway Administration issued on December 4, 2015, new regulations governing the development of metropolitan transportation plans and programs for urbanized areas resulting from the passage of the Fixing America’s Surface Transportation (FAST) Act, and

WHEREAS, an updated agreement referencing FAST Act provisions has been prepared, and

WHEREAS, an unwillingness to participate in the “THREE C PROCESS” may result in the Secretary of Transportation refusing to approve federal-aid funds for surface transportation within the Dothan Urbanized Area.

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 an agreement with the Alabama Department of Transportation for the purpose of administering U.S. Department of Transportation Financial Assistance for Transportation Planning.

Section 2. That Mike Schmitz, Mayor of the City of Dothan and in such capacity is hereby authorized and directed to execute the updated Transportation Planning Process Agreement on behalf of the City of Dothan, Alabama.

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

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

PROJECT TITLE:	Agreement for Administering U.S. Department of Transportation Financial Assistance for Transportation Planning b/w the State of Alabama and the City of Dothan.		
DEPARTMENT:	Planning and Development		
DEPARTMENT HEAD:	Todd L. McDonald, AICP		
REPORT DATE:	July 5, 2016	Admin. Meeting Date:	TBA

PURPOSE: Approval for the City of Dothan to enter into an agreement with the State of Alabama to act as the Financial Administrator of FHWA and FTA 5303 Planning funds.

BACKGROUND: The City of Dothan serves as the designated transportation planning agency for the Dothan urbanized area. Together with Houston, Dale, Henry and Geneva Counties, the Municipalities of Ashford, Cowarts, Dothan, Headland, Kinsey Rehobeth, Napier Field, Pinckard, Taylor, Webb, Grimes, Midland City and the Southeast Alabama Regional Planning and Development Commission, these jurisdictions form the Southeast Alabama Area Metropolitan Planning Organization (MPO).

As the designated transportation planning agency for the Wiregrass MPO, the Alabama Department of Transportation is requiring the City of Dothan to execute an updated agreement to be the Financial Administrator of Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) 5303 Planning funds under the Fixing America's Surface Transportation (FAST) Act legislation. The City of Dothan's role as Financial Administrator includes managing all funding related to the comprehensive, cooperative, continuing transportation planning process (referred to as the "3-C" Process) for the Dothan urbanized area. Specifically, the agreement authorizes the City of Dothan to act as the financial administrator of the Unified Planning Work Program (UPWP) in support of the 3-C Process.

Please note the previously executed agreement, entered into on August 10, 2005, is null and void.

RECOMMENDATION: Approve attached resolution authorizing the City of Dothan to enter into a contract with the Alabama Department of Transportation for the purpose of administering U.S. Department of Transportation Financial Assistance for Transportation Planning.



ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard, Montgomery, Alabama 36110
P. O. Box 303050, Montgomery, Alabama 36130-3050



Robert Bentley
Governor

July 1, 2016

John R. Cooper
Transportation Director

Mr. George H. Conner, P. E.
Southeast Region Engineer
Capitol Commerce Center
100 Capitol Commerce Boulevard
Suite 210, Building B
Montgomery, AL 36117

RE: Agreement Concerning a Transportation Planning
Process for the Dothan Urbanized Area

Dear Mr. Conner:

Enclosed is an Agreement (and one copy) concerning the Transportation Planning Process for the Dothan Urbanized Area between the counties of Dale, Houston, Henry, and Geneva, the municipalities of Ashford, Cowarts, Rehobeth, Dothan, Headland, Kinsey, Napier Field, Pinckard, Taylor, Webb, Grimes, and Midland City, the Southeast Alabama Regional Planning and Development Commission, and the State of Alabama.

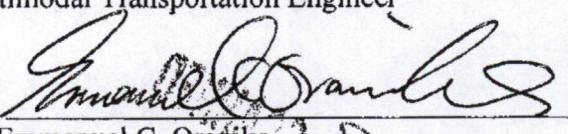
Please review this Agreement and, if it is in order, present the original and copy to the appropriate counties, cities, towns, and commission for approval. After execution by the chairmen and mayors, please return the original document and the copy with original signatures to this office for further handling. A certified resolution affixed with the appropriate seal which authorizes the chairmen and mayors to sign the Agreement, should be included with the original Agreement as well as with the copy. Also, the appropriate seal should be affixed to both signed Agreements.

If you have any questions concerning this Agreement, please contact Jim Doolin at (334) 242-6097.

Sincerely,

Robert J. Jilla
Multimodal Transportation Engineer

BY:


Dr. Emmanuel C. Oranika
Metropolitan Transportation Planning Administrator

RJJ: ECO/JD/db
Enclosures

**AN AGREEMENT CONCERNING A
TRANSPORTATION PLANNING PROCESS
FOR THE DOTHAN URBANIZED AREA**

15 JUN 30 PM2:49

BETWEEN

THE COUNTIES OF

DALE

HOUSTON

HENRY

GENEVA

AND

**THE MUNICIPALITIES OF ASHFORD, COWARTS, REHOBETH,
DOTHAN, HEADLAND, KINSEY, NAPIER FIELD, PINCKARD,
TAYLOR, WEBB, GRIMES, MIDLAND CITY**

AND THE

**SOUTHEAST ALABAMA REGIONAL PLANNING AND
DEVELOPMENT COMMISSION**

AND

THE STATE OF ALABAMA

Sec. 1-1

An Agreement concerning a Metropolitan Transportation Planning Process for the Dothan Urbanized Area between the Counties of Dale, Henry, Houston, and Geneva,

hereinafter referred to as COUNTIES;

the municipalities of Ashford, Cowarts, Rehobeth, Dothan, Grimes, Headland, Kinsey, Napier Field, Pinckard, Taylor, Webb, and Midland City;

hereinafter referred to as CITIES and TOWNS;

the Southeast Alabama Regional Planning and Development Commission,

hereinafter referred to as COMMISSION;

and the State of Alabama (acting by and through the Alabama Department of Transportation),

hereinafter referred to as STATE.

Sec. 1-2

- (a) WHEREAS, section 134 of Title 23 of the United States Code and Chapter 53 of Title 49 of the United States Code requires that each urbanized area, as a condition of the receipt of Federal capital or operating assistance, have a continuing, cooperative and comprehensive transportation planning "3C PROCESS" that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals that lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods; and
- (b) WHEREAS, the Federal Transit Administration and Federal Highway Administration have issued on December 4, 2015, new regulations concerning metropolitan transportation planning process.

Sec. 1-3

NOW, THEREFORE, it is hereby agreed as follows:

- (a) The parties to this Agreement resolve to support a continuing process for the Dothan Urbanized

Area, hereinafter referred to as the "3C PROCESS;" and

- (b) FURTHERMORE, it is understood by the parties to this Agreement that an unwillingness to participate in the "3C PROCESS" may result in the Secretary of Transportation refusing to approve Federal Aid funds for surface transportation within the Dothan Urbanized Area.
- (c) IT IS agreed and further understood by the parties of this Agreement that by execution of this Agreement upon and on behalf of the STATE, the Governor designates the following as the Metropolitan Planning Organization (MPO) for the Dothan Urbanized Area:

- (1) The Mayor of each of the municipalities within the transportation planning study area.

These municipalities are:

City of Ashford	Town of Kinsey
Town of Cowarts	Town of Napier Field
City of Dothan	Town of Pinckard
City of Headland	Town of Taylor
Town of Grimes	Town of Webb
Town of Midland City	Town of Rehobeth

- (2) Two members of the Dothan City Commission to be selected by the City Commission.
- (3) The Chairman of the County Commission of the counties within the transportation planning study area. These counties are:

County of Dale
County of Houston
County of Henry
County of Geneva

- (4) One member of the Houston County Commission to be selected by the County Commission
- (5) Southeast Region Engineer, State of Alabama Department of Transportation

- (6) Transportation Planning Engineer, State of Alabama Department of Transportation
(non-voting)
 - (7) Division Administrator, Federal Highway Administration (non-voting)
 - (8) Executive Director, Southeast Alabama Regional Planning and Development
Commission (non-voting)
- (d) IT IS agreed that any change in the voting membership of the MPO will be at the request of the MPO and with written approval of the Director of the Alabama Department of Transportation. Written approval of the Director of the Alabama Department of Transportation constitutes designation of MPO membership by the Governor of Alabama as required under Federal regulations when this Agreement is signed by the Governor. The MPO may add non-voting members to the MPO, as it deems appropriate; and
- (e) IT IS agreed that overall direction of the "3C PROCESS" will be a function of the MPO as identified herein.

Sec. 1-4

- (a) The responsibilities of the MPO will be as follows:
- (1) Organize and elect a Chairman, Vice-Chairman and establish its rules of procedure and by-laws;
 - (2) Appoint members to the Transportation Technical and Citizens' Advisory Committees;
 - (3) Take official action on Transportation Technical and Citizens' Advisory Committees' recommendations and other matters pertaining to furthering the planning process;
 - (4) Set the transportation study area and Federal Aid urban area boundaries;
 - (5) Adopt transportation goals and objectives to guide the Dothan Urbanized Area metropolitan planning process;
 - (6) Endorse the Unified Planning Work Program (UPWP) which documents the transportation-related planning activities to be performed with planning assistance

provided under FTA and FHWA Planning funds for Fixing America's Surface Transportation (FAST) Act and other funding sources;

- (7) Review and endorse the Long Range Transportation Plan (LRTP) to confirm its validity and its consistency with current transportation and land use conditions as required by the State and Federal regulations;
 - (8) Adopt a Transportation Improvement Program (TIP) that is updated as required by the State and Federal regulations; and
 - (9) Adopt and submit plans and recommendations to participating agencies and local governments.
- (b) IT IS further agreed that a representative of the Transportation Technical Advisory Committee, to be appointed by the MPO, will have the following responsibilities:
- (1) Make recommendations to the MPO regarding the documents and materials necessary for the MPO endorsements; and
 - (2) Make recommendations to the MPO regarding the elements of the metropolitan planning process necessary to meet the requirement for certification.
- (c) IT IS further agreed that a representative of the Transportation Citizens' Advisory Committee, to be appointed by the MPO, will have the following responsibilities:
- (1) Make recommendations to the MPO regarding the documents and materials necessary for the MPO endorsements; and
 - (2) Make recommendations to the MPO regarding the elements of the metropolitan planning process necessary to meet the requirements for certification.

Sec. 1-5

- (a) IT IS further agreed that the City of Dothan accepts and has the responsibility for the coordination of the "3C PROCESS" and further has the responsibility to provide the local coordination for all of the member governmental units and agencies as needed to achieve a

comprehensive metropolitan planning program.

- (b) IT IS further agreed that the City of Dothan accepts the designation as the recipient of metropolitan planning funds as provided in 23 U.S.C. 104F and 49 U.S.C. Chapter 53.
- (c) IT IS further agreed that the City of Dothan will have the following duties and responsibilities:
 - (1) Administration of the study process by the execution of necessary contracts and the provision of financial support necessary for the implementation of the UPWP;
 - (2) Arrange meetings, set agenda, and serve as Secretary for the MPO, Transportation Citizens' Advisory Committee, and Transportation Technical Advisory Committee;
 - (3) Coordinate the development of the documents and material necessary for the MPO endorsements;
 - (4) Conduct the elements of the metropolitan planning process necessary to meet the requirements for certification; and
 - (5) Coordinate the implementation of the planning tasks outlined in the UPWP.

Sec. 1-6

- (a) IT IS further agreed that the STATE will have the following responsibilities:
 - (1) Dissemination of information and provision of planning assistance regarding metropolitan planning guidelines; and
 - (2) Modeling assistance and necessary technical assistance related to the metropolitan planning guidelines.

Sec. 1-7

- (a) IT IS recognized by the parties to this Agreement that the CITY performs the functions required by the Office of Management and Budget Circular 2 CFR Chapter I, Chapter II, Part 200, et al. (Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards).

- (b) IT IS envisioned that the membership of the MPO, as set by this Agreement, and the Board of Directors of the COMMISSION will continually overlap to insure coordination of the "3C PROCESS" and regional plans.
- (c) IT IS further envisioned that the Executive Director of the COMMISSION, as a member of the MPO, will review proposed programs and projects of the "3C PROCESS" and comment on their relationship to regional planning.
- (d) IT IS agreed that the base data, statistics, and projections developed by the COMMISSION for regional comprehensive planning will be available to the MPO Planning Staff for determining socio-economic and land use data within the Dothan metropolitan study area.

Sec. 1-8

- (a) IT IS agreed that the Agreement executed between the Counties of Dale, Henry, Houston, and Geneva, the municipalities of Ashford, Cowarts, Rehobeth, Dothan, Headland, Kinsey, Napier Field, Pinckard, Taylor, Webb, and Grimes, the Southeast Alabama Regional Planning and Development Commission, and the State of Alabama dated the 1st day of July 2009, is hereby made null and void.
- (b) IT IS agreed that this Agreement may be terminated by any party which provides the remaining parties written notice sixty (60) days in advance of the termination date. Such notice will be provided by registered mail and the termination date will be determined as that date sixty (60) days from date of delivery.
- (c) IT IS further agreed that this Agreement will remain in full force and effect upon succeeding State Administrations providing a succeeding State Administration does not advise the COUNTIES, the CITIES, the TOWNS, and the COMMISSION, by letter within thirty (30) days after assuming office that this Agreement has been discontinued.
- (d) Nothing shall be construed under the terms of this Agreement by the COUNTIES, the CITIES, the TOWNS, and the COMMISSION, or the STATE that will cause any conflict with Title 23,

Section 15 (1) of the Laws of the State of Alabama (7/24th Law).

- (e) Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITIES and TOWNS shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, their officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of, connected with, resulting from or related to the work performed by the CITIES and TOWNS, or their officers, employees, contracts, agents or assigns; (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITIES and TOWNS 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 attorney's fees, caused by the negligent, careless or unskillful acts of the CITIES and TOWNS, their agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITIES and TOWNS, their agents, servants, representatives or employees, or anyone for whose acts the CITIES and TOWNS may be liable.
- (f) The COUNTIES 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 COUNTIES shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTIES shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all 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 COUNTIES pursuant to the terms of this Agreement; or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTIES, its officers, officials, agents, servants, and employees.

- (g) To the fullest extent permitted by law, the COMMISSION shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its officers, officials, agents, servants, employees and/or facilities, in both their official and individual capacities, from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of any work, provision of any services or expenditure of funds required, authorized or undertaken pursuant to the terms of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, caused by or as a result of, but only to the extent caused in whole or in part by alleged or proven deliberate, intentional, wanton, reckless, fraudulent or negligent misuse, misappropriation, or misexpenditure of any source of funding, compensation or reimbursement or by negligent acts or omissions of the COMMISSION, anyone directly or indirectly employed by the COMMISSION or anyone for whose acts COMMISSION may be liable, regardless of whether such claim, damage, loss or expense is caused part, or alleged but not legally established to have been caused in whole by a party indemnified hereunder.
- (h) By entering into this Agreement, the COUNTIES, the CITIES, the TOWNS, and the COMMISSION are not agents of the STATE, its officers, employees, agents or assigns. The COUNTIES, the CITIES, the TOWNS, and the COMMISSION are independent entities from the STATE and nothing in this Agreement creates an agency relationship between the parties.

- (i) By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- (j) Notwithstanding any provision of this Agreement to the contrary, the parties agree that any safety data or information protected by 23 U.S.C. § 409 and State Law shall be confidential. The parties agree that all crash and traffic data used by the parties for or in transportation improvement plans, highway safety improvement programs and strategic highway safety plans will not be disclosed to third parties without the express written permission of ALDOT. The parties agree that the data shall not be referenced, disclosed, discussed or otherwise made public. The provision of the above data by ALDOT shall not be considered a waiver of 23 U.S.C. § 409 or State precedent. Upon execution of this Agreement, the parties and their agents, servants, officers, officials and employees in both their official and individual capacities, agree that the data provided pursuant to the above-referenced request shall not be discussed, disclosed, used, published or released without prior written consent of ALDOT. If the data in any form should be disclosed, released or published in any manner without the consent of ALDOT or should an attempt be made to use the data in an action for damages against the parties, their officials or employees, then access to the data shall terminate immediately. ALDOT expressly reserves its right under 23 U.S.C. § 409 and State precedent to object to the use of the data and any opinions drawn from the data and to recover damages caused by the improper and unauthorized release of the data.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by those persons duly authorized to execute same, to be effective upon its execution by the Governor of Alabama.

ATTEST:

COUNTY OF DALE

Clerk

Chairman

ATTEST:

COUNTY OF HOUSTON

Clerk

Chairman

ATTEST:

COUNTY OF HENRY

Clerk

Chairman

ATTEST:

COUNTY OF GENEVA

Clerk

Chairman

ATTEST:

CITY OF ASHFORD

Clerk

Mayor

ATTEST:

TOWN OF COWARTS

Clerk

Mayor

ATTEST:

CITY OF DOTHAN

Clerk

Mayor

ATTEST:

CITY OF HEADLAND

Clerk

Mayor

ATTEST:

TOWN OF KINSEY

Clerk

Mayor

ATTEST:

TOWN OF NAPIER FIELD

Clerk

Mayor

ATTEST:

Clerk

ATTEST:

Executive Director

TOWN OF PINCKARD

Mayor

TOWN OF TAYLOR

Mayor

TOWN OF GRIMES

Mayor

TOWN OF WEBB

Mayor

TOWN OF MIDLAND CITY

Mayor

TOWN OF REHOBETH

Mayor

SOUTHEAST ALABAMA REGIONAL
PLANNING AND DEVELOPMENT
COMMISSION

Chairman

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED
AND APPROVED AS TO FORM AND CONTENT:

BY: Jim Ippolito Jr.
Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

Multimodal Transportation Engineer,
Robert J. Jilla

Chief Engineer, Don T. Arkle, P. E.

**STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION**

Transportation Director, John R. Cooper

The foregoing agreement is hereby executed in the name of the State of Alabama and signed by
the Governor on this _____ day of _____, 20 _____.

GOVERNOR OF ALABAMA, ROBERT BENTLEY

RESOLUTION NO. _____

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

Section 1. That, upon recommendation of the Dothan Utilities Director, Billy R. Mayes, the City of Dothan, Alabama, enters into a permit agreement with the Alabama Department of Transportation for the installation of 653 L.F. 8" cured-in-place pipe (CIPP), 1827 L.F. 8" PVC sanitary sewer gravity pipe, replacement of 1 manhole, lining of 5 manholes, reconnecting 4" & 6" sanitary sewer laterals, pavement replacement in the trench area only, and removing and replacing of all conflicting items (curb, curb & gutter, gas main, water main, etc.) on Woodland Drive from W. Main Street to S. Orange Street, which said agreement follows:

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

Project Number _____	Bond Number _____
Permit Number _____	Bonding Agency _____
Route Number _____	P.E. _____
R.O.W. _____	Construction _____
Location of Accommodation: Milepost 62.080 to 62.540	Utilities _____

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

WITNESSETH

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way in _____ **Houston** _____ County, Alabama consisting approximately of the following: **653 L.F. 8" cured-in-place pipe (CIPP), 1827 L.F. 8" PVC sanitary sewer gravity pipe, replacement of 1 sanitary sewer manhole, lining of 5 sanitary sewer manholes, reconnecting 4" & 6" sanitary sewer laterals, pavement replacement in the trench area only (no full-width resurfacing), and removing & replacing of all conflicting items (curb, curb & gutter, gas main, water main, etc.)** _____ ; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ If the applicant is county government then:

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

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

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

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

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

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

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

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

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

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

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

19. The APPLICANT stipulates that the specific use of these facilities located upon public right-of-way is to collect wastewater from residences and businesses and convey them through the sanitary sewer system and to the wastewater treatment plant.

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

PRELIMINARY
NOT FOR
CONSTRUCTION

City of Auburn, Inc.
CA-0078-E

These drawings are copies of the original drawings. Any modifications or changes to the drawings must be approved by the original designer or engineer. The user of these drawings is responsible for obtaining all necessary permits and for compliance with all applicable laws and regulations.

CONTRACT PLANS
FOR
2016 SANITARY SEWER
IMPROVEMENTS
(WOODLAND, APPLETREE, FLYNN, PLANT)
CITY OF DOTHAN, ALABAMA

POLYENGINEERING, INC.
ARCHITECTURE, ENGINEERING, CONSTRUCTION
305 Rockledge Avenue
Post Office Box 831 (34302)
Dothan, Alabama 36303
334-793-4700
www.polyengineering.com



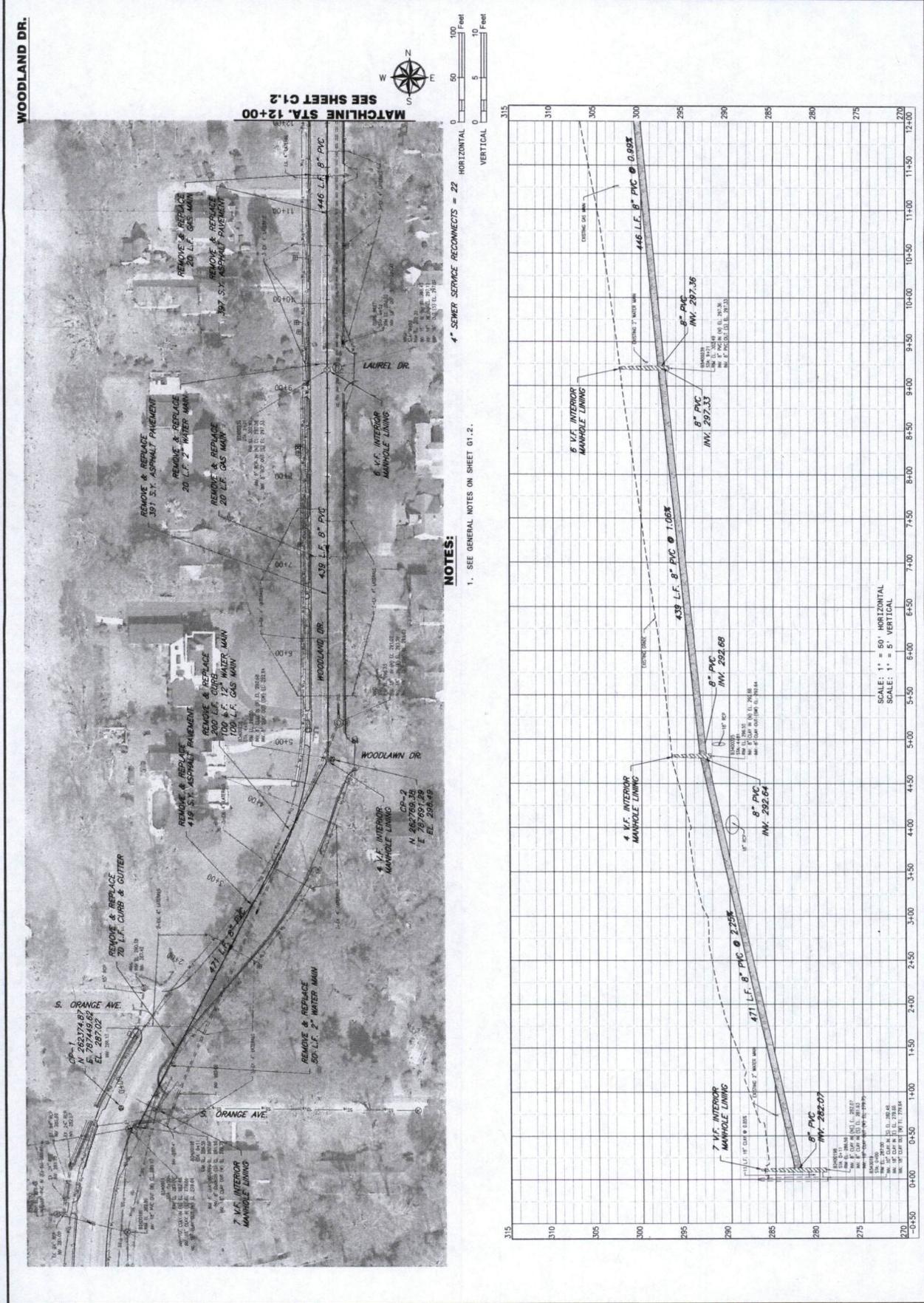
DATE	DESCRIPTION
7/1/16	ISSUED FOR PERMIT
7/1/16	ISSUED FOR CONSTRUCTION

Field Book No.
Drawn By: JDP
Approved By: KLS

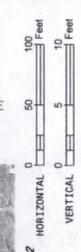
DATE: JULY 2016
PROJECT NO.: 12-299.04

SHEET TITLE
PLAN & PROFILE
STA. 0+00 TO 12+00

SHEET NO.
C1.1
OF

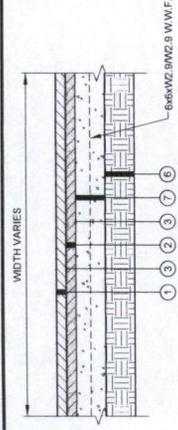


NOTES:
1. SEE GENERAL NOTES ON SHEET 01.2.

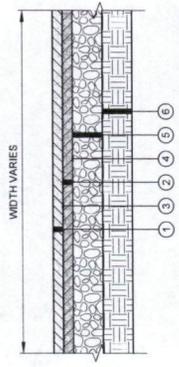


SEE SHEET C1.2
MATCHLINE STA. 12+00

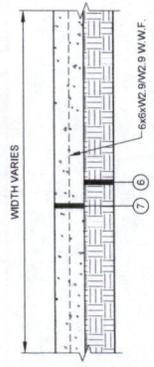
WOODLAND DR.



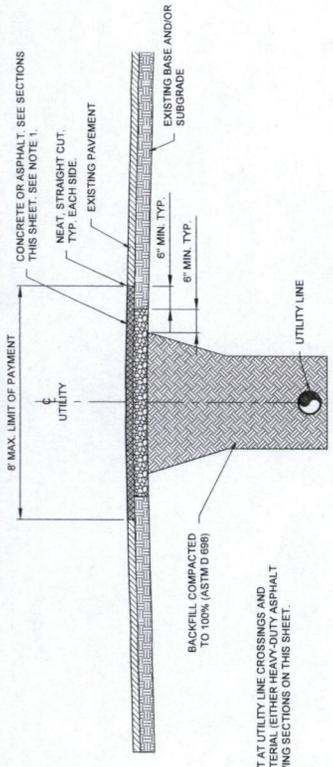
ASPHALT PAVING SECTION
(S. APPLETREE ST. & WOODLAND DR.)
N.T.S.



ASPHALT PAVING SECTION
(ALL OTHER AREAS)
N.T.S.



CONCRETE PAVING SECTION
N.T.S.



TYPICAL PAVING REPLACE/REPLACE SECTION (REMOVE/REPLACE)
N.T.S.

NOTES:
1. REMOVE EXISTING PAVEMENT AT UTILITY LINE CROSSINGS AND REPLACE WITH LIKE-KIND MATERIAL (EITHER HEAVY-DUTY ASPHALT OR CONCRETE) PER THE PAVING SECTIONS ON THIS SHEET.

MATERIALS LEGEND

- ① ALDOT SECTION 424A-541 BITUMINOUS WEARING SURFACE (165 LB/SY)
- ② ALDOT SECTION 424B-635 BITUMINOUS UPPER BINDER (165 LB/SY)
- ③ ALDOT SECTION 405 BITUMINOUS TACK COAT (0.10 GAL/SY)
- ④ ALDOT SECTION 401 BITUMINOUS TREATMENT A (PRIME COAT) (0.25 GAL/SY)
- ⑤ 6" ALDOT SECTION 620 SAND-CLAY BASE (95% ASTM D 1557)
- ⑥ 6" ALDOT SECTION 230 MODIFIED ROADBED (100% ASTM D 698)
- ⑦ 6" 3500 PSI CONCRETE, 4" MAX SLUMP

NOTES:

- 1. ALL BITUMINOUS PAVEMENTS SHALL BE DESIGNED ON THE FINE SIDE OF THE RESTRICTED ZONE TO REDUCE THE PERMEABILITY OF THE PAVEMENT.

ALDOT ROW WORK NOTES:

- 1. WORK ON WOODLAND DR. AND PLANT ST. IS ON STATE RIGHT-OF-WAY AND SHALL BE SUBJECT TO THESE NOTES.
- 3. WORK IS TO BE COMPLETED AT NO COST TO THE STATE.
- 4. NO PARKING OR ADVERTISING ON STATE RIGHT-OF-WAY.
- 5. ALL MARKINGS, LEGENDS, AND TRAFFIC STRIPING WILL BE THERMOPLASTIC IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.
- 6. OWNERS TO CONSTRUCT IN ACCORDANCE WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION'S STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (LATEST EDITION) AND THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION) INCLUDING THE FOLLOWING:
 - 6.1. MODIFIED ROADBED - SECTION 230
 - 6.2. AGGREGATE BASE COURSE - SECTION 301
 - 6.3. PRIME COAT - SECTION 401
 - 6.4. TACK COAT - SECTION 405
 - 6.5. ASPHALT - SECTIONS 410 AND 424
 - 6.6. SAND-CLAY BASE - SECTION 620
 - 6.7. SANITARY SEWERS - SECTION 645
 - 6.8. NATURAL GAS LINES - SECTION 648
 - 6.9. TRAFFIC STRIPE - SECTION 701
 - 6.10. TRAFFIC CONTROL MARKINGS - SECTION 703
 - 6.11. PAVEMENT MARKERS - SECTION 705

PRELIMINARY
NOT FOR
CONSTRUCTION

Sheet of Auto. No. CA-0079-E

These drawings are copyright and the property of the City of Dothan, Alabama. No reproduction, use, partial or full, in any form, without the express written consent of the City of Dothan, Alabama, is permitted without the written consent of the City of Dothan, Alabama.

CONTRACT PLANS
FOR
2016 SANITARY SEWER
IMPROVEMENTS
(WOODLAND, APPLETREE, ELYNN, PLANT)
CITY OF DOTHAN, ALABAMA

POLYENGINEERING, INC.
ARCHITECTURE ENGINEERING SOLUTIONS
Post Office Box 837 (30302)
Dryden, Alabama 36903
1-925-Kickapoo-8484
334-793-4700
www.polyengineering.com



REVISION	DATE	BY	CHKD

Field Book No.

Drawn By: KLS
Checked By: KLS
Date: MAY 2016

Project No. 14-289-04

Sheet Title
PAVING SECTIONS
& DETAILS

Sheet No.
C5.9
OF

**PRELIMINARY
NOT FOR
CONSTRUCTION**

Sheet No.
CA-0078-E

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Prichard, Alabama. Any
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drawings without the written agree-
ment of the City of Prichard is
strictly prohibited.

**CONTRACT PLANS
FOR
IMPROVEMENTS
2016 SANITARY SEWER
CITY OF DOTHAN, ALABAMA
(WOODLAND, APLEETREE, FLYNN, PLANT)**

POLYENGINEERING, INC.
ARCHITECTURE, ENGINEERING, CONSTRUCTION
1505 HAZENBROOK AVENUE
DOTHAN, ALABAMA 36903
334-793-4700
WWW.POLYENGINEERING.COM

DATE	DESCRIPTION

Field Book No.

Drawn By
KLS

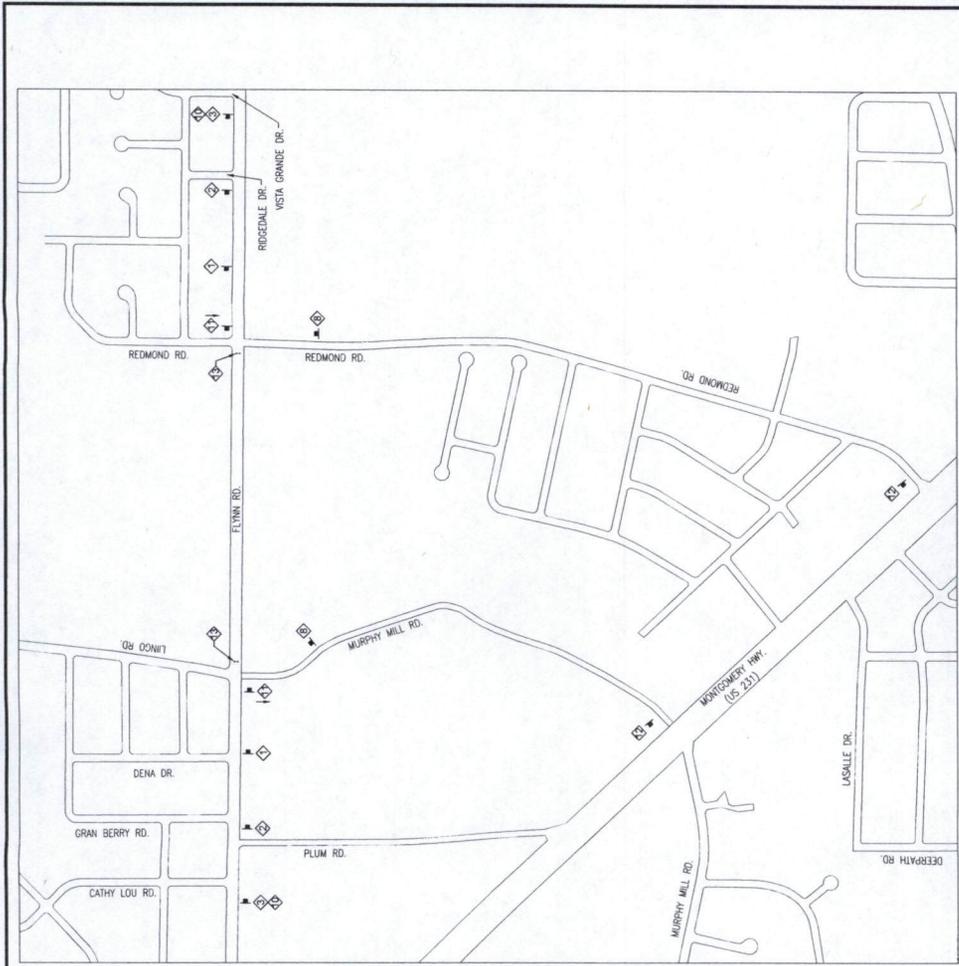
Approved By
KLS

Date
JULY 2016

Project No.
12-299-04

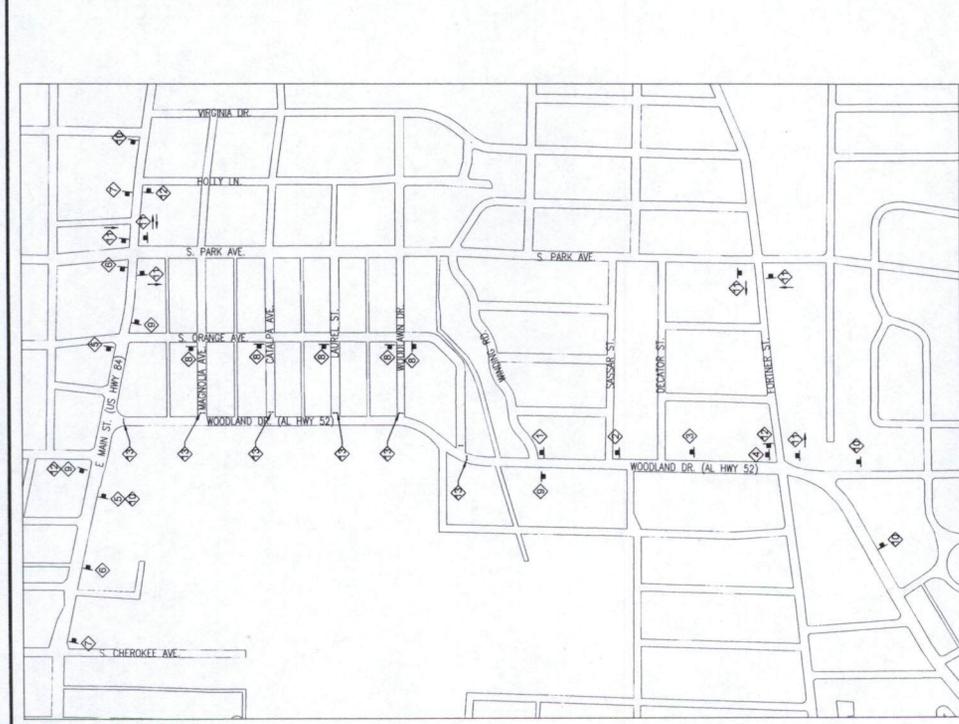
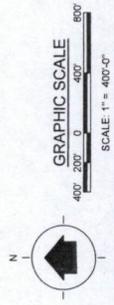
Sheet Title
TRAFFIC CONTROL PLAN
WOODLAND DR.
FLYNN RD.

Sheet No.
C8.1
OF
807



**TRAFFIC CONTROL PLAN
(FLYNN RD.)**
SCALE: 1" = 400'

- LEGEND**
- ◇ W20-3 SIGN (ROAD CLOSED 500 FT.)
 - ◇ W20-3 SIGN (ROAD CLOSED 1000 FT.)
 - ◇ W20-3 SIGN (ROAD CLOSED 1500 FT.)
 - ◇ W20-3 SIGN (ROAD CLOSED AHEAD)
 - ◇ W20-1 SIGN (ROAD WORK 500 FT.)
 - ◇ W20-1 SIGN (ROAD WORK 1000 FT.)
 - ◇ W20-1 SIGN (ROAD WORK 1500 FT.)
 - ◇ W20-1 SIGN (ROAD WORK AHEAD)
 - ◇ W20-2 SIGN (END ROAD WORK)
 - ◇ W20-2 SIGN (END ROAD WORK)
 - ◇ W20-2 SIGN (END ROAD WORK)
 - ◇ M4-10 SIGN (DETOUR W/ DIRECTIONAL ARROW)
 - ◇ M4-8b SIGN (END DETOUR)
 - ◇ 2 EA TYPE III BARRICADES
 - ◇ 1 EA TYPE B WARNING LIGHT (DETACHABLE HEAD)
 - ◇ 1 EA M4-10 SIGN (AS REQ'D)
 - ◇ 1 EA M4-10 SIGN (AS REQ'D)



**TRAFFIC CONTROL PLAN
(WOODLAND DR.)**
SCALE: 1" = 400'

- NOTES**
1. MODIFY TRAFFIC CONTROL DEVICES FOR THE DURATION OF THE PROJECT ONLY AFTER APPROVED BY THE ENGINEER.
 2. SIGNS, POSTS, BARRICADES, WARNING LIGHTS, ETC. SHALL BE PER ALDOT 2016 SPECIAL & STANDARD HIGHWAY DRAWINGS (SEE OUR CONSTRUCTION) AND SHALL BE USED FOR CONVENTIONAL ROADS.
 3. SIGNS NOT COVERED IN THE ALDOT 2016 DRAWINGS SHALL BE PER THE LATEST MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
 4. TRAFFIC CONTROL SHALL BE INSTALLED AND MAINTAINED FOR THE DURATION OF THE PROJECT IN ACCORDANCE WITH SECTION 140.01 OF THE 2012 EDITION OF THE ALDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION INCLUDING ANY RELATED SPECIAL PROVISIONS.
 5. CONTRACTOR TO COORDINATE ROAD CLOSURES WITH THE OWNER A MINIMUM OF 2 WEEKS IN ADVANCE OF ANY ROAD CLOSURE.
 6. CONTRACTOR SHALL NOTIFY THE LOCAL LAW ENFORCEMENT AGENCY IN WRITING WITH A COPY TO THE PROJECT MANAGER AND THE EMPLOYEES WHO ARE IN RESPONSIBLE CHARGE OF TRAFFIC CONTROL. THESE EMPLOYEES SHALL BE REACHABLE 24 HOURS PER DAY.

TRAFFIC CONTROL NOTES

705. THE TRAFFIC CONTROL (TCO) PLAN IS DEVELOPED IN CONFORMANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES PART 5, 2009 EDITION. THE TRAFFIC CONTROL DEVICES INDICATED REPRESENT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IN THE EVENT ACTUAL PHYSICAL CONDITIONS WARRANT ADDITIONAL TRAFFIC CONTROL DEVICES, THEY SHALL BE INSTALLED IN CONFORMANCE WITH THE MUTCD, PART 6 AS DIRECTED BY THE ENGINEER. COST SHALL BE PAID FOR UNDER THE APPROPRIATE PAY ITEM.

707. ALL BLACK OR ORANGE CONSTRUCTION SIGNS SHALL BE FABRICATED USING TYPES IV OR VIII FLUORESCENT ORANGE REFLECTIVE SHEETING MATERIAL FOR THE SIGN BACKGROUND.

708. DURING NON-WORKING HOURS, NO EQUIPMENT OR MATERIAL SHALL BE PARKED OR STORED CLOSER THAN 30 FEET TO THE EDGE OF ANY ROADWAY CARRYING TRAFFIC. WHEN THIS IS NOT PRACTICAL, IT SHALL BE PLACED IN AN AREA DESIGNATED BY THE ENGINEER AND DELINEATED BY REFLECTORIZED DRUMS. THIS INCLUDES STORAGE OF TRAFFIC CONTROL DEVICES SUCH AS TRAILER MOUNTED OR OTHER TEMPORARY SIGNS, BARRICADES, DRUMS, ETC., WHICH ARE NOT IN USE DURING NON-WORKING HOURS. TO BE FURNISHED BY THE CONTRACTOR WITHOUT COST TO THE OWNER.

709. WHERE THE LOCATION OF A REQUIRED SIGN FALLS IN A DRIVEWAY, SIDEWALK, BRIDGE, ETC. OR WHERE THE VISIBILITY OF A SIGN IS LIMITED TO THE TRAVELING PUBLIC, THE LOCATION SHALL BE ADJUSTED AS DIRECTED BY THE ENGINEER.

710. THE CONTRACTOR IS TO REMOVE, RELOCATE OR COVER DURING CONSTRUCTION AND THEN RESET OR UNCOVER UPON COMPLETION OF A PARTICULAR SECTION ANY CONFLICTING IN-PLACE ROADWAY SIGNS AND DELINEATORS, AS DIRECTED BY THE ENGINEER. SIGNS REQUIRING REMOVAL SHALL BE STOCKPILED AS DIRECTED BY THE ENGINEER AND SHALL BECOME PROPERTY OF THE OWNER. COST SHALL BE A SUBSIDIARY OBLIGATION OF ITEM 740B.

711. THE CONTRACTOR SHALL PLACE ALL ADVANCE WARNING SIGNS BEFORE PROCEEDING WITH HIS WORK. SIGNS SHALL BE PLACED IN ORDER, IN THE DIRECTION OF TRAFFIC AND REMOVED IN REVERSE ORDER.

712. THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE ACCESS TO BUSINESSES AND RESIDENCES DURING ALL PHASES OF CONSTRUCTION.

713. CONSTRUCTION SIGNS MOUNTED ON TEMPORARY SUPPORTS SHALL BE MOUNTED AT A MINIMUM HEIGHT OF 5 FEET. IF ALL CONTRACTOR'S EMPLOYEES' PERSONAL VEHICLES, AND CONTRACTOR'S EQUIPMENT NOT IN OPERATION, SHALL BE PARKED A MINIMUM OF THIRTY (30) FEET FROM THE TRAVELED WAY DURING WORKING HOURS, AS NOT TO CREATE A HAZARD.

714. THE TRAFFIC CONTROL PLAN IS NOT ALL INCLUSIVE. THE TCO PROVIDES SEVERAL DETAILED DRAWINGS INDICATING WHEN AND WHERE TO PLACE SIGNS AND BARRICADES. THE CONTRACTOR SHALL SELECT THE DETAILED DRAWING THAT BEST FITS THE ACTIVITY TO BE PERFORMED.

720. ALL TRAFFIC CONTROL DEVICES THAT ARE NOT APPLICABLE AT ANY SPECIFIC TIME SHALL BE COVERED OR REMOVED AS DIRECTED BY THE ENGINEER.

723. THE CONTRACTOR SHALL MAKE PROVISIONS FOR THE SAFETY OF PEDESTRIAN TRAFFIC CROSSING THE WORK ZONES DURING CONSTRUCTION.

725. ALL SIGNS SHALL BE FIRST MOUNTED IN THE WORK PERIOD EXCEPTS FOUR DAYS. EXCEPT FOR THOSE SIGNS WHICH ARE MOUNTED ON BARRICADES. FOR REPEATED DAY OPERATIONS, SIGNS MAY BE MOUNTED ON TEMPORARY SUPPORTS AND REMOVED AT THE COMPLETION OF THE DAY'S OPERATION.

729. SIGNS ON TEMPORARY SUPPORTS ARE TO BE REMOVED OR COVERED WHEN NO WORK IS BEING PERFORMED OR AT THE COMPLETION OF THE DAY'S OPERATION.

732. CHANNELIZING DRUMS SHOULD BE PLACED ON 10 FOOT INTERVALS IN RADII.

735. CHANNELIZING DRUMS PLACED TO PROTECT COMPLETED WORK NOT OPEN TO TRAFFIC, SHOULD BE SPACED AT 50 FOOT INTERVALS.

734. CHANNELIZING DRUMS PLACED IN THE EXCAVATED AREA AHEAD OF PAVING OPERATIONS, SHOULD BE SPACED AT 50 FOOT INTERVALS.

735. CHANNELIZING DRUMS PLACED ON PAVEMENT DURING WORKING HOURS SHALL BE SHIFTED TO THE EDGE OF SHOULDER DURING NON-WORKING HOURS AND DURING PEAK PERIODS.

736. CHANNELIZING DRUMS SHOULD BE PLACED ON 25 FOOT INTERVALS THROUGHOUT ALL TAPERS.

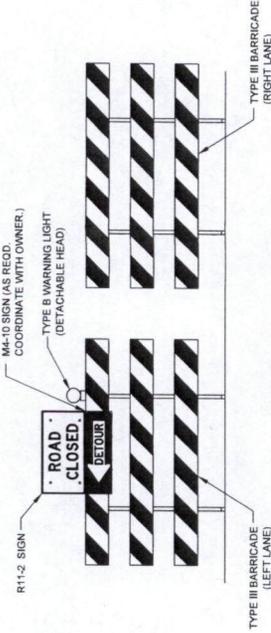
737. CHANNELIZING DEVICES SHALL EXTEND TO A POINT WHERE THEY ARE VISIBLE TO APPROACHING TRAFFIC.

740. LIGHTWEIGHT TYPE B WARNING LIGHTS (WEIGHING 3.3 POUNDS OR LESS) WITH DETACHABLE HEADS MAY BE USED ON DRUMS IN SPECIAL SITUATIONS SHOWING THE DRUMS OR LESS, ANY HEAVYWEIGHT WARNING LIGHTS ON BARRICADES MUST BE CERTIFIED BY THE VENDOR AS TO CRASHWORTHINESS OF THE BARRICADE AND WARNING LIGHT COMBINATION.

751. CONSTRUCTION SIGNS MOUNTED ON A SINGULAR OR DUAL SQUARE TUBULAR OR UCHANNEL POST SHALL BE INSTALLED AS SHOWN ON SPECIAL DRAWING NOS. IHS-710-21 AND IHS-710-23. SINGLE OR DUAL 4 X 4 WOOD POSTS ARE CONSIDERED BREAKAWAY.

752. THE CONTRACTOR AND THE CONSTRUCTION ENGINEER SHALL DISCUSS AND PLAN FOR THE HANDLING OF TRAFFIC ON ALL HOLIDAYS BEFORE ANY WORK BEGINS. UNLESS OTHERWISE PRE-APPROVED BY THE ENGINEER, THE FOLLOWING SHALL HOLD:

1. FOR CHRISTMAS & NEWS YEARS DAY - FROM 11:59 PM DECEMBER 23 THROUGH 11:59 PM JANUARY 2.
2. FOR NEW YEAR HOLIDAY AND LABOR DAY - FROM 12:00 NOON THE FRIDAY BEFORE THE HOLIDAY THROUGH 11:59 PM THE DAY OF THE HOLIDAY.
3. FOR INDEPENDENCE DAY (4TH OF JULY) - FROM 12:00 NOON THE DAY BEFORE THE HOLIDAY THROUGH 11:59 PM THE DAY OF THE HOLIDAY.
4. FOR THANKSGIVING DAY - FROM 12:00 NOON THE WEDNESDAY BEFORE THANKSGIVING DAY THROUGH 11:59 PM THE DAY OF THE HOLIDAY.
5. ANY OTHER STATE AND/OR NATIONAL HOLIDAYS WILL BE HANDLED AS APPROVED BY THE PROJECT ENGINEER.
6. THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND LOCAL GOVERNMENT ON TRAFFIC AND/OR WORK RESTRICTIONS FOR LOCAL HOLIDAYS OR EVENTS NOT LISTED ON ALDOT'S LIST OF OFFICIAL STATE HOLIDAYS.



BARRICADE DETAIL

SCALE: N.T.S.

GENERAL NOTES:

1. MODIFY TRAFFIC CONTROL DEVICES FOR THE DURATION OF THE PROJECT ONLY AFTER APPROVED BY THE ENGINEER.
2. SIGNS & POSTS SHALL BE PER ALDOT 2016 SPECIAL & STANDARD HIGHWAY DRUMS (U.S. CUSTOMARY MEASUREMENT) AND SHALL BE SIZED FOR CONVENTIONAL ROADS.
3. SIGNS NOT COVERED IN THE ALDOT 2016 DRAWINGS SHALL BE PER THE NEXT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
4. TRAFFIC CONTROL SHALL BE INSTALLED AND MAINTAINED FOR THE DURATION OF THE PROJECT WITHIN THE SPECIFICATIONS OF THE 2012 EDITION OF THE ALDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION INCLUDING ANY RELATED SPECIAL PROVISIONS.
5. CONTRACTOR TO COORDINATE ROAD CLOSURES WITH THE OWNER A MINIMUM OF 2 WEEKS IN ADVANCE OF ANY ROAD CLOSURE.
6. CONTRACTOR SHALL NOTIFY THE LOCAL LAW ENFORCEMENT AGENCY IN WRITING WITH A COPY TO THE ENGINEER AND OWNER THE CONTACT INFORMATION FOR THE EMPLOYEES WHO ARE IN RESPONSIBLE CHARGE OF TRAFFIC CONTROL. THESE EMPLOYEES SHALL BE REACHABLE 24 HOURS PER DAY.

PRELIMINARY
NOT FOR
CONSTRUCTION

Date of Auth. No.
CA-007B-E

These drawings are copy-
righted by the City of
Dobson and the property
of the City of Dobson. No
use, partial or full repro-
duction, or any other dis-
semination without the
written agreement
with the engineering

CONTRACT PLANS
FOR
2016 SANITARY SEWER
IMPROVEMENTS
(WOODLAND, APPLETREE, FLYNN, PLANT)
CITY OF DOTHAN, ALABAMA

POLYENGINEERING, INC.
ARCHITECTURE, ENGINEERING, SOLUTIONS
1929 Park Ave. Suite 200
Dobson, Alabama 36020
334-793-4700
www.polyengineering.com



Drawn By	KL
Checked By	KL
Approved By	KL

Field Book No.

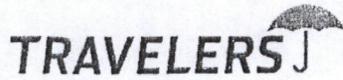
Drawn By
KL

Date
JULY 2016

Project No.
16-208.0A

Sheet Title
TRAFFIC CONTROL
NOTES & DETAILS

Sheet No.
C8.2
OF



VERIFICATION CERTIFICATE

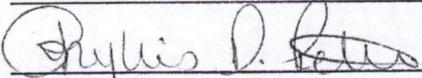
License No. _____

Bond No.: 106018742

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

Signed, sealed and dated April 14, 2016

Travelers Casualty and Surety Company of America

By: 
Phyllis D. Peters Attorney-in-Fact

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

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

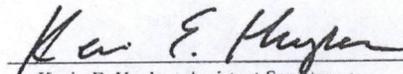
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing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

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

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

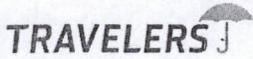
I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers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

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


Kevin E. Hughes, Assistant Secretary



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



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 228501

Certificate No. 006275779

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

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

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

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

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

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



State of Connecticut
City of Hartford ss.

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

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

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



[Signature]
Marie C. Tetreault, Notary Public

Resolution No. _____ Entering into an agreement with Alabama Department of Transportation continued.

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

PASSED, ADOPTED AND APPROVED on _____

Mayor

ATTEST:

City Clerk

Associate Commissioner-District 1

Associate Commissioner-District 2

Associate Commissioner-District 3

Associate Commissioner-District 4

Associate Commissioner-District 5

Associate Commissioner-District 6

RESOLUTION NO. _____

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

Section 1. That the City of Dothan enters into a Memorandum of Agreement with the Alabama Law Enforcement Agency (ALEA) for reimbursement of registration fees in the amount of \$13,000.00 for student officers successfully graduating from the Alabama Criminal Justice Training Center (ACJTC) in Selma, Alabama, which said agreement follows:



THE CITY OF
DOTHAN, ALABAMA

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

MIKE K. WEST
CITY MANAGER
mkwest@dothan.org

July 15, 2016

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

Board of Commissioners:

I will be presenting to you for your consideration a request from the Police Department to enter into an agreement with the Alabama Law Enforcement Agency (ALEA) for reimbursement of registration fees for student officers successfully graduating from the Alabama Criminal Justice Training Center (ACTJC) in Selma, Alabama, Session 156. The reimbursement request is \$13,000.00.

The staff recommends and I concur with aforementioned request to accept agreement and grant valued up to \$13,000.00.

Sincerely,

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

Michael K. West
City Manager



THE CITY OF
DOTHAN, ALABAMA

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

STEVEN L. PARRISH
CHIEF OF POLICE

June 30, 2016

Alabama Criminal Justice Training Center
Alabama Police Academy
1005 Charles Byrd Blvd.
Selma, AL 36703

RE: ACADEMY SESSION 156: May 16-August 11, 2016

The Dothan Police Department requests reimbursement of training fees incurred at the Alabama Criminal Justice Training Center for Session 156, May 16-August 11, 2016

Mark Beard

Cory Bennett

Hunter Bullock

Justin Davis

Andrew Furukawa

Mark Gamble

Christopher Gillilan

Lance Hughes

Morgan King

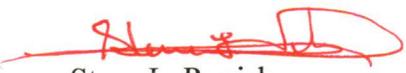
William Volkman

Total Request \$13,000.00

The check should be made payable to the City of Dothan and mailed to the Dothan Police Department to the attention of Tonja Shelley, P.O. Box 2128, Dothan, AL 36302.

If you have any questions or need further information, please do not hesitate to contact my office.

Respectfully,


Steve L. Parrish
Chief of Police

SP:ts

POLICE DEPARTMENT

210 NORTH SAINT ANDREWS STREET • DOTHAN, ALABAMA 36303 • 334-615-3000
Email: dpd@dothan.org

**MEMORANDUM OF AGREEMENT
BETWEEN THE
ALABAMA LAW ENFORCEMENT AGENCY
AND THE**

City of Dothan Police Department

This Agreement between the Alabama Law Enforcement Agency (ALEA) and the City of Dothan Police Department (Agency) is entered into on this 16th day of May, 2016.

WHEREAS, ALEA and the Agency wish to cooperate in the reimbursement to the Agency of certain expenses incurred by the Agency in providing training to its student officers at the Alabama Criminal Justice Training Center (ACTJC) in Selma, Alabama.

NOW, THEREFORE, ALEA and the Agency hereby signify their wishes to cooperate in the above-stated cause by mutual agreement of the following terms:

(1) ALEA will reimburse the Agency for food and lodging expenses paid by the Agency for each student officer that attends the ACJTC in Selma up to One Thousand Three Hundred Dollars (\$1,300.00). This reimbursement is solely contingent upon ALEA receiving complete funds from the Alabama Peace Officers Standards and Training Commission to pay any reimbursement pursuant to this Agreement.

(2) To be eligible to receive this reimbursement, the student officer is required to be housed on campus or require lodging because of distance from the employing agency to the Academy while attending the

basic course. Also the Agency must have first paid the costs during the Academy session. The student officer must also graduate and receive certification from the Alabama Peace Officers Standards and Training Commission.

(3) Within two (2) weeks after the completion of the last day of an applicant's academy session, the Agency shall submit a reimbursement claim form to the ACJTC. Failure to do so within the allotted time frame may result in forfeiture of reimbursement.

(4) This Agreement shall only be effective for the training session occurring at the ACJTC in Alabama Police Academy Session 156.

For any and all disputes arising under the terms of this agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office or where appropriate, private mediators.

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute of Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the

contract shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

IN WITNESS WHEREOF, the parties acknowledge this Agreement as evidenced by their signatures below.

Secretary
Alabama Law Enforcement Agency

X _____
Agency Head

Approved as to legal form

Legal Counsel
Alabama Law Enforcement Agency

Res. No. _____ entering into a Memorandum of Agreement with the Alabama Law Enforcement Agency (ALEA), continued.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, the Organized Crime Drug Enforcement Task Force works with local law enforcement departments in surveillance or like circumstances; and

WHEREAS, the Dothan officers assigned to the Organized Crime Drug Enforcement Task Force will participate and assist in surveillance or like circumstances; and

WHEREAS, the Organized Crime Drug Enforcement Task Force Program will reimburse for overtime expenditures related to the Organized Crime Drug Enforcement Task Force.

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

Section 1. That the City of Dothan enters into an agreement with the Organized Crime Drug Enforcement Task Forces (OCDEF) Program for reimbursement of overtime expenditures related to the Organized Crime Drug Enforcement Task Force in the amount of \$12,000.00, which said agreement follows:

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2016 Agreement
FOR THE USE OF THE STATE AND LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

Federal Tax Identification #: 63-6001243

DC#: R-32-

Amount Requested:
\$ 12,000.00

Number of Officers Listed: 8

OCDETF Investigation / Strategic Initiative
Number: SE-ALM-087

Operation ICE DANCE
Name: _____

From: 07/01/2016
Beginning Date of Agreement
To: 09/30/2016
Ending Date of Agreement

Federal Agency Investigations:
Number: 245C-MO-6498328

State or Local Agency
Narcotics Supervisor: Lt. Mark Nelms
Telephone Number: 334-615-3661
E-mail Address: mwnelms@dothan.org
Fax # (if applicable): _____

State or Local Agency Name and Address:
Dothan Police Department
144 N. Oates Street
Dothan, AL 36330

Sponsoring Federal Agency(ies):
FBI

Sponsoring Federal Agency
Group/Squad Supervisor: SSA Mark Jenkins
Telephone
Number: 334-832-2020
E-mail Address: mark.jenkins@ic.fbi.gov

Please provide the name, telephone number, e-mail address, and fax number for the **administrative or financial staff person at the State or Local Agency, who is directly responsible for the billing on the Reimbursement Request:**

Name: Tonja Shelley
Telephone Number: 334-615-3617
E-mail Address: tlshelley@dothan.org
Fax # (if applicable): 334-615-3619

This Agreement is between the above named State or Local Law Enforcement Agency and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Agency official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2016.
2. No individual Agreement with a State or Local department may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.
4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Agency indicates that it is no longer performing work under a particular Agreement, the State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
5. The State and Local Law Enforcement Agency must provide billing estimates or activity on a quarterly basis.

6. The State or Local Law Enforcement Agency agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.
7. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.
8. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
9. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
10. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State/Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
11. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Agency must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Agency for a limited amount of those overtime costs.] The Agency is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
12. It is the responsibility of the State & Local Agency to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State & Local official.

13. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Agency affected by any such modification will receive a memo notifying them of the changes.
14. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Agency is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.
15. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
16. Under no circumstances will the State or Local Agency charge any indirect costs for the administration or implementation of this Agreement.
17. The State or Local Agency shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
18. The State or Local Agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Agencies from receiving OCDETF funding in the future.
19. The State or Local Agency will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

20. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.
21. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Agencies must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating Agency or police department prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Agencies that are unable to accept this form of payment, however, such Agencies must include written justification in the addendum of each new Agreement.
22. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.
23. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Agencies are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Agency. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Agency official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: _____
Authorized State or Local Official Title Date

Approved By: _____
Sponsoring Federal Agency Special Agent in Charge or Designee Date

Approved By: _____
Sponsoring Agency Regional OCDETF Coordinator Date

Approved By: _____
Assistant United States Attorney Regional OCDETF Director Date

Funds are encumbered for the State/Local Agency overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Funds Certified: _____
OCDETF Executive Office Date

Approving Official: _____
OCDETF Executive Office Date

Addendum A

Definition of "Full-Time Participation" Exemption

SE REGION OVERTIME POLICY

For purposes of reimbursing OCDETF overtime claims, the following applies:

1. **Work 40 hours per week on a single OCDETF investigation or multiple OCDETF investigations; or**
2. **If the officer/agent is not assigned full time to a task force working exclusively OCDETF investigations, then the officer/agent is required to work 8 hours regular time in a given day toward the OCDETF investigation before claiming any overtime; or**
3. **To accommodate exigent unforeseen circumstances when effective management of dedicated resources cannot handle a particular enforcement action, overtime hours incurred may be reimbursed without the officer/agent having worked an 8 hour shift dedicated to the investigation, provided that the officer/agent is diverted from normal shift work to accommodate the need at the request of a supervisor of a federal agency.**

Reimbursement under such circumstances will be limited to the overtime incurred in response to the unforeseen exigent circumstances, that is, when the enforcement action is complete, no additional overtime will be reimbursed without compliance with 1 or 2 above. Under no circumstances will more than 16 overtime hours be reimbursed under this provision. The federal agency supervising the enforcement action should notify the appropriate Regional Coordinator of the enforcement action and overtime hours incurred by the State and Local Department(s) promptly.

Exemptions will be considered on a case by case basis per individual incident. All approvals are subjected to the availability of funds.

Any Other Exceptions or Justifications

Addendum B

Identification of Additional Policy Requirements

Resolution No. _____ Entering into an agreement with the Organized Crime Drug Enforcement Task Forces (OCDETF) Program, continued.

Section 2. That the sum of \$12,000.00 is hereby appropriated in FY 2016 to the General Fund/Police Department/Narcotics Unit/Overtime, Account Number 001-1207-512.10-12, Project #DEAOT for reimbursement of overtime expenditures related to the Organized Crime Drug Enforcement Task Force. This appropriation is to be funded by increasing the General Fund/Intergovernment Revenue/Grant Revenues/FBI-Violent Crime Task Force, Account Number 001-0000-331.04-00 by the sum of \$12,000.00 in FY 2016.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

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 Dick's Sporting Goods for sponsorship of the Dothan Leisure Services Youth Football and Soccer programs, which said agreement follows:



Sponsorship Agreement

Dothan Leisure Services
Tyson Carter
P.O. Box 2128

7/19/2016

Dothan, Alabama 36302
3346153700

Dear Tyson Carter,

Thank you for taking the time to discuss the opportunity for sponsorship. Based on our conversations and what you stated was important to you, we are pleased to enter into this Sponsorship Agreement ("Agreement") between DICK'S Sporting Goods, Inc. ("DSG" or "Sponsor") and Dothan Leisure Services ("Organization"). With the intention of being legally bound, we agree as follows:

DSG shall provide the organization with the following:		Value
Cash		\$500
DSG Bonus Certificates in the following denominations (bonus certificates cannot be combined)		\$270
Quantity	Value	
3	\$50	
6	\$20	
In-Store(s) Shop Day(s)		N/A
Shopping Day(s) at our Dothan store(s) for Organization's participants, coaches and families to receive 20% off entire purchase (exclusions apply) on the following date(s):		
Date(s)		
8/6/2016		
8/7/2016		
DSG Team Packet Coupons for distribution to all Organization's players and coaches throughout Term		\$300

Quantity	Team Packet Coupons
10	Football (\$10/each)
10	Team Sports (\$10/each)
10	Soccer (\$10/each)

Community Youth Sports Kits \$2,788

Quantity	Value
10	2016 FALL Soccer Size 3 (\$98.00/each)
10	2016 FALL Soccer Size 4 (\$98.00/each)
3	2016 FALL Football K2 (\$138.00/each)
3	2016 FALL Football TDJ (\$138.00/each)

Accessories \$399.85

Quantity	Value
5	2016 All Sports - Coach's Duffle 30x14x14 in. (\$29.99/each)
5	2016 Soccer/Lacrosse - Pinnies (12 pk) (\$49.98/each)

Other Customized Elements \$0

DSG may provide the organization with additional equipment, promo products, and BC's, based upon availability/allocations throughout the term. Final value to be determined by DSG

Total Sponsorship Package Value \$4,257.85

Organization shall provide DSG with the following:

1. DSG Team Packet Coupon distribution to all Organization's participants during a mutually agreed time
2. DSG Banner with DSG Logo placed in a mutually agreed space during the Term
3. Promotion of Organization's In-Store Shop Day at DSG through Organization's email blasts, website and flyer distribution

Term

The term of this Agreement shall begin on **7/19/2016** and remain in effect until **12/31/2016** ("Term").

Acceptance and Additional Terms and Conditions

The complete terms and conditions applicable to this sponsorship are set forth on the next page and form an integral part of this Agreement. If during the Term, Sponsor and Organization agree to add new sponsorship elements or Organization responsibilities or change the sponsorship elements or Organization responsibilities contemplated by this Agreement, the parties agree that they must do so in writing, with e-mail acceptable, and that these same terms and conditions shall govern all such new or changed sponsorship elements or Organization responsibilities.

We look forward to working with you and appreciate your commitment to youth sports and your service to the community!

Terms and Conditions of Sponsorship Agreement

1. During the Term, Sponsor grants Organization the limited, non-exclusive, non-transferrable, non-sublicensable right to use Sponsor's name, brand and logo solely to advertise the Sponsor's sponsorship rights as set forth above, subject to Sponsor's prior written approval of any and all use of Sponsor's name, brand and logo. Organization agrees that any use of Sponsor's name, brand or logo shall be in accordance with the sample provided on **Exhibit A** and Sponsor's Brand Use Guidelines provided from time to time. Except for this limited license granted to Organization, Sponsor retains all right, title and interest in and to the Sponsor's name, brand and logo.

During the Term, Organization grants Sponsor the limited, non-exclusive, non-transferrable, non-sub-licensable right to use Organization's name, brand and logo to advertise Sponsor's sponsorship rights and relationship with Organization and Organization's achievements generally. Except for this limited license granted to Sponsor, Organization retains all right, title and interest in and to the Organization's name, brand and logo.

2. Organization gives Sponsor the right to take photographs of Organization's events and participants and use those photographs in any media. Organization also agrees to provide Sponsor, at Sponsor's request, with photos of the Organization's events and participants for Sponsor's use in any media. Organization agrees to obtain the required consent from their participants or event participants or such participant's parent or guardian, as applicable.
3. Neither party may assign any of its rights and obligations under this Agreement without the prior written consent of the other.
4. The liability of either party for any breach of this Agreement, or arising in any other way out of the subject matter of this Agreement, will not extend to any loss of business or profit, or to any indirect, punitive or consequential damages or losses.
5. **Organization hereby releases and forever discharges Sponsor, and its affiliates, and their respective officers, directors, employees, agents, shareholders, successors and assigns (collectively the "Sponsor's Entities"), from and against any and all causes of action, damages, claims, demands, obligations, losses, costs, expenses, including reasonable attorneys' fees, and liabilities of any nature whatsoever, whether known or unknown (collectively "Losses"), which Organization has or may have in the future, that arise out of, directly or indirectly, or are related to the performance of this Agreement by the Sponsor. This release is intended to cover all claims or possible claims arising out of or related to those**

matters referenced or impliedly referenced above, whether the same are known, unknown or hereafter discovered or ascertained.

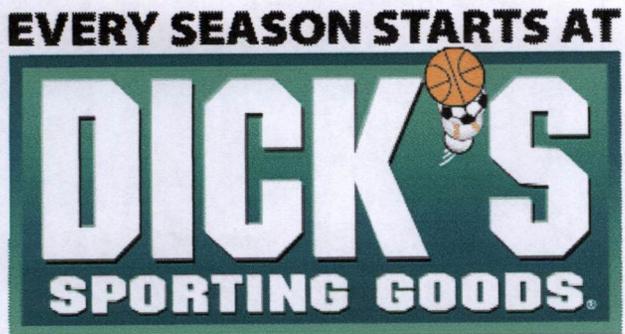
6. To the fullest extent permitted by law and to the extent arising from or relating to, directly or indirectly, the subject matter of this agreement, Organization shall defend, indemnify and hold harmless the Sponsor's Entities from and against any and all Losses arising from or relating to, directly or indirectly, (i) any Organization event; (ii) any negligent act or omission or misconduct of Organization, its employees, members or agents; (iii) the violation of any intellectual property rights of third parties by Organization or its affiliates; (iv) the violation by Organization of any governmental laws, rules, or regulations; or (v) a breach of this Agreement or any representations or warranties in this Agreement by Organization.

7. Organization shall treat as confidential any information, whether disclosed in oral, written, visual, electronic or other form, which Sponsor or any of its affiliates or agents discloses to Organization or Organization observes in connection with this Agreement. Sponsor's confidential information includes, but is not limited to, the terms and conditions of this Agreement, the value of the sponsorship, marketing plans, new store locations, strategies, forecasts, analyses, projects, and employee, customer or vendor information. Organization's obligations under this paragraph shall survive the termination or other expiration of this Agreement.

8. If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all other terms and provisions of this Agreement shall remain effective and shall be enforced to the fullest extent permitted by applicable law. This Agreement shall be governed under the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law provisions.

Exhibit A

DSG Name/Logo



Download the DICK'S Sporting Goods logo (above)

<http://dickssportinggoods.sponsorport.com/dks/images/dsg-logo-1.png>



Download the DICK'S Sporting Goods logo (above)

<http://dickssportinggoods.sponsorport.com/dks/images/dsg-logo-2.png>

All references to DICK'S Sporting Goods, Inc. in print when not using the logo, should include the full capitalization of DICK'S as in the following example: DICK'S Sporting Goods.

Resolution No. _____ Entering into an agreement with Dick's Sporting Goods, continued.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

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

Section 1. That David Crutchfield is hereby appointed as the City of Dothan representative on the Alabama Municipal Electric Authority's Membership Election Committee effective July 20, 2016.

PASSED, ADOPTED AND APPROVED on _____.

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

ATTEST:

City Clerk

RESOLUTION NO. _____

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

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

Section 1. That the Board of Commissioners does hereby approve payment of invoices for the month of June, 2016 in the amount of \$14,154,574.34.

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 19, 2016
EXHIBIT "A"
BIDS TO BE AWARDED

DEPARTMENT	BID#	#ITB	ITEM	VENDOR	AMOUNT
Leisure Services Dothan Recreation	16-047	112	2016 Seasonal Fall Equipment & Uniforms³, All Quantities 1 or more: Football Pants: Martin Adult Integrated Practice Pants: Unit Price: <u>\$19.40</u>	Almega Sports Panama City, FL.	See Price in Description
Leisure Services Dothan Recreation	16-047	112	2016 Seasonal Fall Equipment & Uniforms, All Quantities 1 or more: Basketballs Men's Official Size Composite B0616: Unit Price: <u>\$23.95</u> Top Flite 1000 Composite: Unit Price: <u>\$27.95</u> 285 Women's Composite B0586: Unit Price: <u>\$23.95</u>	American Soccer Co. dba SCORE Wilmington, CA.	See Price in Description
Leisure Services Dothan Recreation	16-047	112	2016 Seasonal Fall Equipment & Uniforms, All Quantities 1 or more: Football Pants: Martin Youth Integrated Practice Pants: Unit Price: <u>\$16.40</u> Soccer Nets Economy - SR Soccer Net, Orange 8'H x 24'W: Unit Price: <u>\$49.00</u> SN7X212M-Jr. Soccer Net, Orange: Unit Price: <u>\$49.00</u> Volleyball Nets: Unit Price: <u>\$24.90</u>	Bill Fritz Sports Corp. Apex, NC	See Price in Description
Leisure Services Dothan Recreation	16-047	112	2016 Seasonal Fall Equipment & Uniforms, All Quantities 1 or more: Football Equipment: Blocking Dummies: Round Blocking Dummy: Unit Price: <u>\$83.49</u>	BSN Sports Dallas, TX	See Price in Description



CITY OF DOTHAN, ALABAMA
July 19, 2016
EXHIBIT "A"
BIDS (continued)

DEPARTMENT	BID#	#ITB	ITEM	VENDOR	AMOUNT
Leisure Services Dothan Recreation	16-047	112	<p>2016 Seasonal Fall Equipment & Uniforms, All Quantities 1 or more:</p> <p>Scorebooks: Basketball 15 Position Score Book: Unit Price: <u>\$2.82</u></p> <p>Football Equipment: Miscellaneous Chin Straps Adams Pro #25: Unit Price: <u>\$9.74</u> T Clips for Shoulder Pads: Unit Price: <u>\$17.50/50 Pack</u> Face Mask Hardware Set: Unit Price: <u>\$4.98</u> Chin Strap Buckles: Unit Price: <u>\$12.50/50 Pack</u></p> <p>Basketball Anti-whip Basketball Goal Nets: Unit Price: <u>\$1.83</u></p> <p>Footballs Wilson WTF1712X K2-Composite: Unit Price: <u>\$21.98</u> Wilson WTF1713X TDJ-Composite: Unit Price: <u>\$21.99</u> Pro Zone Pee Wee FB5-PW (Practice): Unit Price: <u>\$7.21</u> Pro Zone Junior FB5-JR (Practice): Unit Price: <u>\$7.98</u> Wilson Pee Wee K2- WTF 1322B: Unit Price: <u>\$40.98</u> Wilson TDJ Junior Sizes - WTF 1321B: Unit Price: <u>\$42.98</u></p> <p>Basketballs Official Size Synthetic Practice Balls: Unit Price: <u>\$11.49</u></p>	BSN Sports Dallas, TX	See Price in Description



CITY OF DOTHAN, ALABAMA
July 19, 2016
EXHIBIT "A"
BIDS (continued)

DEPARTMENT	BID#	#ITB	ITEM	VENDOR	AMOUNT
Leisure Services Dothan Recreation	16-047	112	2016 Seasonal Fall Equipment & Uniforms, All Quantities 1 or more: All Star Uniforms Soccer Jerseys for All-Stars Youth Sizes, Unit Price: <u>\$8.51</u> Adult Sizes, Unit Price: <u>\$8.51</u> Matching Shorts (Youth Sizes): Unit Price: <u>\$5.00</u> Matching Shorts (Adult Sizes): Unit Price: <u>\$5.00</u>	Crowne Sporting Goods Company Montgomery, AL.	See Price in Description
DEPARTMENT	BID#	#ITB	ITEM	VENDOR	AMOUNT
Leisure Services Dothan Recreation	16-047	112	2016 Seasonal Fall Equipment & Uniforms, All Quantities 1 or more: Football Equipment: Cheerleading Pom Poms #40 "C" Handle - 4900 13" Plastic Streamers: Solid Color- Unit Price: <u>\$6.95</u> Two (2) Colors - Unit Price: <u>\$6.95</u> Soccer Nets: MK4RFGSP-Reflex Four Corner Set 4: Unit Price: <u>\$68.00</u>	Home Team Athletics Jacksonville NC	See Price in Description
DEPARTMENT	BID#	#ITB	ITEM	VENDOR	AMOUNT
Leisure Services Dothan Recreation	16-047	112	2016 Seasonal Fall Equipment & Uniforms, All Quantities 1 or more: Football Jerseys <u>Option 1</u> Youth, Unit Price: <u>\$16.50</u> Adult, Unit Price: <u>\$17.50</u> <u>Option 2</u> Youth with Sponsor Name on Back: Unit Price: <u>\$18.50</u> Adult with Sponsor Name on Back: Unit Price: <u>\$19.50</u>	Pennant Sports Birmingham, AL	See Price in Description



CITY OF DOTHAN, ALABAMA
July 19, 2016
EXHIBIT "A"
BIDS (continued)

DEPARTMENT	BID#	#ITB	ITEM	VENDOR	AMOUNT
Leisure Services Dothan Recreation	16-047	112	<p>2016 Seasonal Fall Equipment & Uniforms, All Quantities 1 or more: Football Jerseys</p> <p>Basketball Jerseys for All-Stars Youth Sizes, Unit Price: <u>\$10.39</u> Adult Sizes, Unit Price: <u>\$12.50</u> Matching Shorts (Youth Sizes): Unit Price: <u>\$7.72</u></p> <p>Matching Shorts (Adult Sizes): Unit Price: <u>\$8.27</u></p> <p>Football Equipment: Helmets - NOCSAE Approved Schutt Air Standard III or Recruit Hybrid 2XS- Small, Unit Price: <u>\$61.39</u> Medium - Xlarge, Unit Price: <u>\$61.39</u> Air XP Varsity Helmet, Unit Price: <u>\$187.83</u></p> <p>Shoulder Pads: Schutt Yflex 2.0 801057 2X Small, Unit Price: <u>\$28.01</u> X Small, Unit Price: <u>\$28.01</u> Small, Unit Price: <u>\$31.76</u> Medium, Unit Price: <u>\$31.76</u> Large, Unit Price: <u>\$33.90</u> X Large, Unit Price: <u>\$33.90</u> XX Large, Unit Price: <u>\$35.49</u></p> <p>Soccer Balls: Wilson Ultra #5, Unit Price: <u>\$11.05</u> Wilson Ultra #4, Unit Price: <u>\$11.05</u></p> <p>Basketballs: Wilson Wave Solution WTB 0610: Unit Price - <u>\$55.80</u> Wilson Wave Solution Item # 1235258: Unit Price - <u>\$55.80</u></p>	Pennant Sports Birmingham, AL	See Price in Description



CITY OF DOTHAN, ALABAMA
July 19, 2016
EXHIBIT "A"
BIDS (continued)

DEPARTMENT	BID#	#ITB	ITEM	VENDOR	AMOUNT
Leisure Services Dothan Recreation	16-047	112	2016 Seasonal Fall Equipment & Uniforms, All Quantities 1 or more: Miscellaneous Elastic Strapping for Shoulder Pads: Unit Price: <u>\$.66</u> Universal Jaw Pad Sets (Snap In): Unit Price: <u>\$.6.15</u> Volleyballs Tachikara SV18L/Full Grain Leather: Unit Price: <u>\$.17.86</u>	Riddell All American Elyria, OH	See Price in Description

OTHER PURCHASES over \$15,000

DEPARTMENT	ITEM	VENDOR	AMOUNT
Administration Legal	Professional Services Project Number: 850310, Defense of EPA Enforcement Action through 5/31/16 ²	King & Spalding Atlanta, GA	\$ 12,720.00

Notes:

¹ITB-Invitations to Bid

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

³ Bid invitations were sent to several Dothan companies. None of them chose to bid. They have an advantage in that a local 3% preference is available to them. Like all bidders, they may view a copy of the previous bid tabulation sheet to be competitive in their pricing. All Dothan companies invited to bid may not handle these types of bids; such as, Todd and Sons and Azar's Uniforms, which may only bid on Police dress uniforms instead of Leisure Services uniforms. Unifirst only handles uniform rentals. When bidders do not submit a "no bid", the City can take them off the bidder's list after 3 attempts by law. The City of Dothan chooses to leave them active because the City wishes to receive as many bids as possible to ensure the best prices for City purchases.

RESOLUTION NO. _____

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

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6

BOARD OF CITY COMMISSIONERS

EXHIBIT "A"

<u>NAME</u>	<u>CONFERENCE</u>	<u>AMOUNT</u>
Trampas Gougler	29 th Annual Alabama Governor's Safety And Health Conference Orange Beach, AL	\$ 1,277.64
Susan Smith Jana Kirkland	Spirometry Workshop Birmingham, AL	\$ 1,670.76
Jana Kirkland	Audiometric Workshop Birmingham, AL	\$ 1,185.57
Carole Schumaker	Project Management Boot Camp Atlanta, GA	\$ 3,424.28
Len White	Fall Municipal Law Conference Orange Beach, AL	\$ 400.00
Robert Talliaferro Alena Jones	International Association of Amusement Parks and Attractions Expo 2016 Orlando, FL	\$ 2,143.00
Jim Key	Energy Symposium Birmingham, AL	\$ 737.00
Brandon Peters	Police Canine Trainers Course Denver, IN	\$ 5,580.00
Maurice Eggleston Jason Adkins	Field Force Command and Planning Anniston, AL	\$ 360.00
Patty Poole Ashley Armstrong	2016 ALEA-CJIS Conference Orange Beach, AL	\$ 986.37
Jinri Jiang Natalie Faulk Swim Team Members	Alabama Recreation and Parks Association State Swim Meet Birmingham, AL	\$ 6,208.00
Katie Oskey TaLisa Cassel	ETIX Blast (Performing Arts Current Box Office Ticketing System) Raleigh, NC	\$ 2,442.96
Wendy Shiver	Certified Municipal Clerks Training Institute Tuscaloosa, AL	\$ 785.00
Eddie Henderson Scott Owens	GPAC Meeting Forsyth, GA	\$ 394.00

Tyler Reeder

Alabama Department of Transportation
Safety Inspection of In-Service Bridges
Management
Birmingham, AL

\$ 1,720.00