

**AGENDA
CITY COMMISSION MEETING
DOTHAN, ALABAMA
10:00 A.M., August 16, 2016**

1. **Invocation: Dr. Johnny Fain - First Baptist Church**
2. **Pledge of Allegiance: Commissioner Crutchfield**
3. **Roll Call:**
Schmitz__Dorsey__Newsome__Kirkland__Ferguson__Kenward__Crutchfield__
4. **Approval of Previous Minutes:**
 - Minutes of Meeting of August 2, 2016.
5. **Communications from Mayor and City Commissioners:**
 - Alabama Municipal Electric Authority Update – Fred Clark
6. **Communications from City Manager:**
 - Service Award – Earl Brown, Public Works, 25 years
7. **Communications from City Clerk:**
 - Application for a Bail Bonding License by Derrick Jordan, d/b/a PSM Bail Bonding, LLC, located at 540 South Perry Street, Montgomery, Alabama.
 - Application for a Restaurant Retail Liquor License (on premise) for Rock N Roll Sushi of Dothan, LLC, 103 Apple Avenue, Suite 2, by Candice Maddox.
 - Application for a Retail Beer and Retail Table Wine License (on or off premise) for Dothan Lanes, 5727 Montgomery Highway, by Samy Bishai.

Documents:

[bail bond app derrick jordan.pdf](#)
[restaurant retail liquor app rock and roll sushi.pdf](#)
[retail beer and wine app dothan lanes.pdf](#)

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

Documents:

[weed abatement pics.pdf](#)

9. **Ord. No. _____ Annexing certain property owned by Jeremy Chad Green located at 4031 Flowers Chapel Road into the city limits.**

Documents:

[annexation jeremy chad green.pdf](#)

10. **Ord. No. _____ Amending Chapter 102, Utilities, of the City of Dothan Code of**

Ordinances.

Documents:

[utilities code of ordinance amendment.pdf](#)

11. **Ord. No. _____ Rezoning property owned by John T. Watkins, Jr., 1004 Circlevue Drive from H-I (Heavy Industrial) District to A-C (Agricultural Conservation) District.**

Documents:

[rezoning john t watkins jr.pdf](#)

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

Documents:

[weed abatements.pdf](#)

13. **Res. No. _____ Accepting a statutory warranty deed from the Houston County Industrial Development Authority for a parcel of real estate located at the intersection of East Burdeshaw Street and the Ross Clark Circle.**

Documents:

[acceptance of warranty deed from houston county industrial development authority.pdf](#)

14. **Res. No. _____ Entering into an agreement with Wiregrass Rehabilitation Center, Inc., to provide maintenance services at an annual cost of \$465,206.79 plus approximately \$17,000.00 per year for Rip Hewes Stadium Cleanup.**

Documents:

[agreement wiregrass rehab center.pdf](#)

15. **Res. No. _____ Adopting a Memorandum of Understanding (MOU) between the City of Dothan and the Wiregrass Museum of Art that outlines the responsibilities of the two parties.**

Documents:

[mou wiregrass museum of art.pdf](#)

16. **Res. No. _____ Approving tax incentive abatements for the Wayne Farms VRT Project (Variable Retention Freezer System and Freezer).**

Documents:

[wayne farms tax incentive abatements.pdf](#)

17. **Res. No. _____ Appropriating \$410,000.00 to the Dothan Downtown Redevelopment Authority for assistance in funding the Porter Hardware Museum & Visitors' Center Project (\$350,000.000 for Capital Expense and \$60,000.00 for Operating Expense).**

Documents:

[appropriation ddra.pdf](#)

18. **Res. No. _____ Awarding the bid and entering into a contract with Triple J Construction, LLC for the Westgate Parkway Sidewalk, Project No. TAPAA-TA15 (922) in the amount of \$423,845.00.**

Documents:

[contract triple j construction.pdf](#)

19. **Res. No. _____ Accepting a request from Shady Grove Mobile Estates, LLC, for sanitary sewer flows for Shady Grove Mobile Estates located at the intersection of Hagler Road and Hodgesville Road.**

Documents:

[shady grove mobile estates.pdf](#)

20. **Res. No. _____ Entering into a contract with CFM Group, LLC, a Polyengineering Company, to perform the required remedial effort in the fuel release at the City Shop Complex.**

Documents:

[contract cfm group llc.pdf](#)

21. **Res. No. _____ Entering into an agreement with Monroe Telecom Associates, LLC, d/b/a The Center for Municipal Solutions to create and administer a telecommunications ordinance for the City of Dothan, at no cost to the City.**

Documents:

[agreement center for municipal solutions.pdf](#)

22. **Res. No. _____ Accepting a grant award from the Federal Bureau of Investigation for reimbursement of overtime expenditures related to the Central Alabama Safe Streets Task Force in the amount of \$17,548.00, and appropriating funds for said grant award.**

Documents:

[safe street tasks force grant.pdf](#)

23. **Res. No. _____ Approving the utilization of seizure funds to be used to pay various allowable expenditures for Police Department operations in the amount of \$10,623.00, and appropriating funds for said operations.**

Documents:

[utilization of seizure funds.pdf](#)

24. **Res. No. _____ Agreeing to make application to the Alabama Beverage Control Board for a Special Retail License – more than 30 days (on premise) for the sale of alcohol during events held at the Dothan Civic Center.**

Documents:

[civic center app for special retail license.pdf](#)

25. **Res. No. _____ Entering into an agreement with the State of Alabama Department of Economic and Community Affairs to accept payments from ADECA for eligible households under the Low Income Home Energy Assistance Program**

(LIHEAP), for the period of October 1, 2016 through September 30, 2017.

Documents:

[agreement adeca for liheap.pdf](#)

26. **Res. No. _____ Approving payment of invoices for the month of July, 2016 in the amount of \$15,903,745.94.**

Documents:

[invoices july.pdf](#)

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

Documents:

[bids and purchases.pdf](#)

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

Documents:

[travel requests.pdf](#)

29. **Acceptance of an ingress/egress and utility easement from Wayne Farms, LLC located at the intersection of East Burdeshaw Street and Ross Clark Circle to maintain, repair and upgrade said utility facilities.**

Documents:

[easement wayne farms.pdf](#)

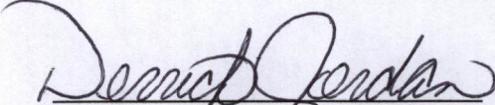
30. **Adjournment.**

June 27, 2016

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

Honorable Mayor and City Commission:

I, Derrick Jordan, d/b/a PSM Bail Bonding, LLC, located at 540 South Perry Street, Montgomery, AL, respectfully request approval of a Bail Bonding License to do business in the City of Dothan.


Derrick Jordan

July 21, 2016

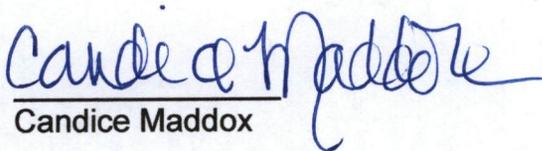
Board of City Commissioners
City of Dothan, Alabama
P.O. Box 2128
Dothan, Alabama 36302

Honorable Mayor and City Commission:

I respectfully submit my request for a Restaurant Retail Liquor License for Rock N Roll Sushi of Dothan LLC located at 103 Apple Avenue Suite 2, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

Sincerely,


Candice Maddox
Candice Maddox

July 18, 2016

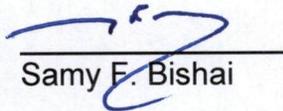
Board of City Commissioners
City of Dothan, Alabama
P.O. Box 2128
Dothan, Alabama 36302

Honorable Mayor and City Commission:

I respectfully submit my request for a Retail Beer and Retail Table Wine License for Dothan Lanes located at 5727 Montgomery Highway, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

Sincerely,


Sammy F. Bishai

City of Dothan

Public Hearing for Weed Abatement August 16, 2016

Department of Planning and Development

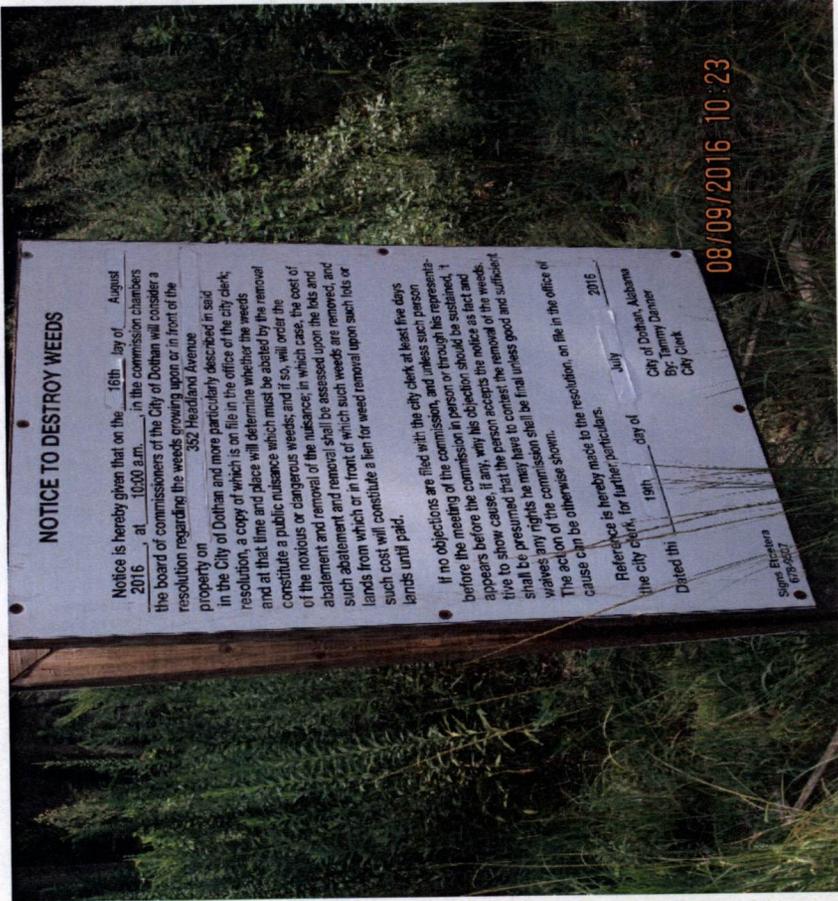


Weed Abatement 326 Headland Ave.





Weed Abatement 352 Headland Ave.



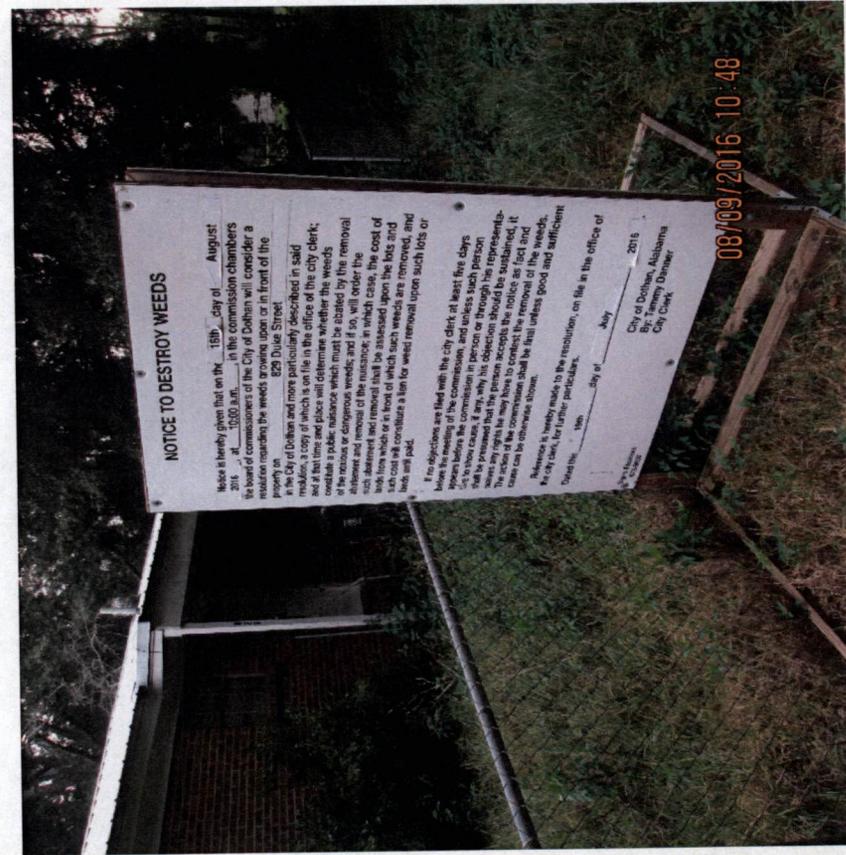


Weed Abatement 2904 Heritage Dr.





Weed Abatement 829 Duke St.



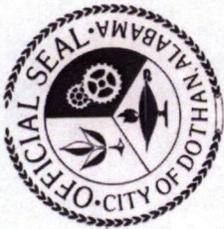
08/09/2016 10:48





Weed Abatement 1013 Sunset Dr.





Weed Abatement 302 E. Stough St.





Weed Abatement 120 Pine St.





Weed Abatement 118 Pine St.



NOTICE TO DESTROY WEEDS

Notice is hereby given that on the 15th day of August 2016, at 1000 A.M. in the commission chambers of the City of Dothan will consider a resolution regarding the weeds growing upon or in front of the property of 118 Pine Street in the City of Dothan and more particularly associated in said resolution, a copy of which will determine whether the weeds and at that time and place will be destroyed by the commission and constitute a public nuisance; and if so, the cost of the abatement and removal of such weeds shall be assessed against the owner of such property or the person in possession of the same at the time of the abatement and removal of such weeds and the cost of such abatement and removal shall be a lien in favor of the City of Dothan against the property until paid.

If an owner or person in possession of the property described herein fails to comply with the provisions of this resolution, the City of Dothan may cause the weeds to be destroyed and the cost thereof to be assessed against the owner or person in possession of the property at the time of the abatement and removal of such weeds and the cost of such abatement and removal shall be a lien in favor of the City of Dothan against the property until paid.

Reference is hereby made to the resolution of the City of Dothan, Alabama, dated the 15th day of August, 2016, in which the City of Dothan has caused the weeds to be destroyed and the cost thereof to be assessed against the owner or person in possession of the property at the time of the abatement and removal of such weeds and the cost of such abatement and removal shall be a lien in favor of the City of Dothan against the property until paid.

Dated this 15th day of August, 2016.
City of Dothan, Alabama

08/09/2016 10:33

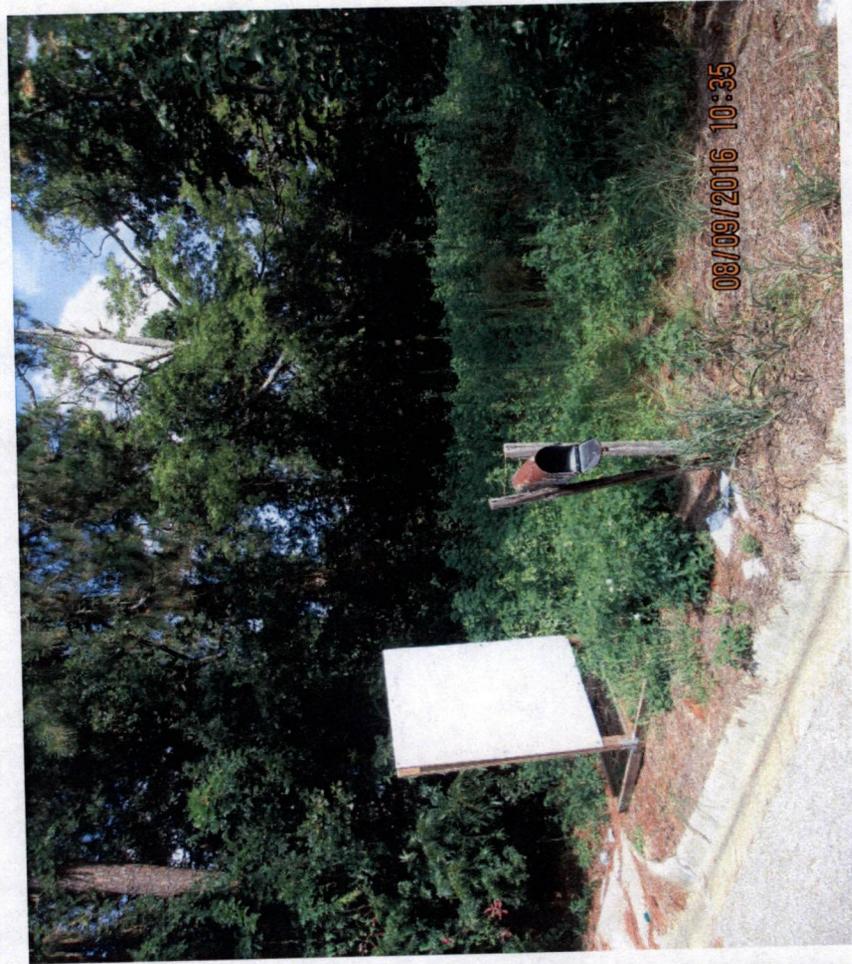


NOTICE TO DESTROY WEEDS

08/09/2016 10:32



Weed Abatement 101 Pine St.



NOTICE TO DESTROY WEEDS

Notice is hereby given that on the 16th day of August 2016 at 10:00 a.m. in the commission chambers the board of commissioners of the City of Dothan will consider a resolution regarding the weeds growing upon or in front of the property on 101 Pine Street in the City of Dothan and more particularly described in said resolution, a copy of which is on file in the office of the city clerk and at that time and place will determine whether the weeds constitute a public nuisance which must be abated by the removal of the noxious or dangerous weeds; and if so, will order the abatement and removal of the nuisance; in which case the cost of such abatement and removal shall be assessed upon removal, and such abatement and removal shall constitute a lien for weed removal upon the lands from which or in front of which such removal cost shall be assessed until paid.

If no objections are filed with the city clerk at least five days before the meeting of the commission, and through its resolution appears before the commission in person or through its representative to show cause, if any, why his objection to the removal of the weeds shall be presumed that he may have to consent to the removal of the weeds and waive any rights he may have to contest the removal of the weeds. The action of the commission shall be otherwise shown.

Reference is hereby made to the file in the office of the city clerk, for further particulars. Dated this _____ day of _____ 2016.

City of Dothan, Alabama
By: _____
City Clerk

ORDINANCE NO. _____

WHEREAS, it has been determined to be in the public interest to annex into the Dothan City Limits, certain property owned by Jeremy Chad Green, located at 4031 Flowers Chapel Road;

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

Section 1. That pursuant to the filing of a petition in writing with the City Clerk of said City, signed by all the property owners of the following described land to wit:

A lot or parcel of land in Houston County, Alabama and being more particularly described as follows: Commencing at the intersection of the West line of the NE 1/4 of the SE 1/4 of Section 19, T3N, R26E, and the South side of the Flowers Chapel Road and thence East along the side of said road, 210.0 feet to the point of beginning; thence East along the side of the road, 121.96 feet; thence South 210.0 feet; thence West 121.95 feet; thence North 210 feet to the point of beginning. Said land being in the NE 1/4 of the SE 1/4 of Section 19, T3N, R26E, and containing 1/2 acre, more or less.

Section 2. That said property is in District V of the City.

Section 3. The above-described land is contiguous to the corporate limits of Dothan, Alabama. The said territory being attached hereto and made a part of this ordinance, assent is hereby given and the property or territory described herein is hereby annexed into the City of Dothan, and its corporate limits are hereby extended and rearranged to include such area.

Section 4. That this annexation is authorized by Act No. 2228, Alabama Legislature, 1971 Regular Session, approved October 1, 1971.

Section 5. That a copy of this ordinance shall be filed with the Judge of Probate and the Revenue Commissioner of Houston County, Alabama.

Section 6. That after publication, as required by said Act No. 2228, this ordinance shall become effective immediately.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

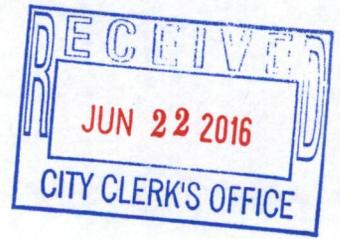
Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

ANNEXATION PETITION



Date: 06/01/2016

Board of Commissioners
City of Dothan
126 N. St. Andrews Street
Dothan, Alabama 36303

We, the undersigned, certify that we are the owners of the herein
Described land located at 4301 FLOWERS CHAPEL RD. DOTHAN AL 36305.

This property is described as follows:

LEGAL DESCRIPTION:

LOT 1W NW NE QTR SE QTR S19 T3 R26

25,620 SQ FT LOT SIZE

(SEE ATTACHED PLAT MAP)

This property is contiguous to the existing Corporate Limits of the City of Dothan as shown on the accompanying map. This property is not located within the Police Jurisdiction of any other incorporated Alabama municipality.

We petition the Board of Commissioners of the City of Dothan to adopt an ordinance assenting to the annexation of the property described herein and shown on the accompanying map to the Corporate Limits of the City of Dothan, Alabama, a Municipal Corporation, as provided for in Act No. 2228, Alabama Legislature, 1971 Regular Session.

Signature: *Jeremy Chad Green*

Print Name: JEREMY CHAD GREEN

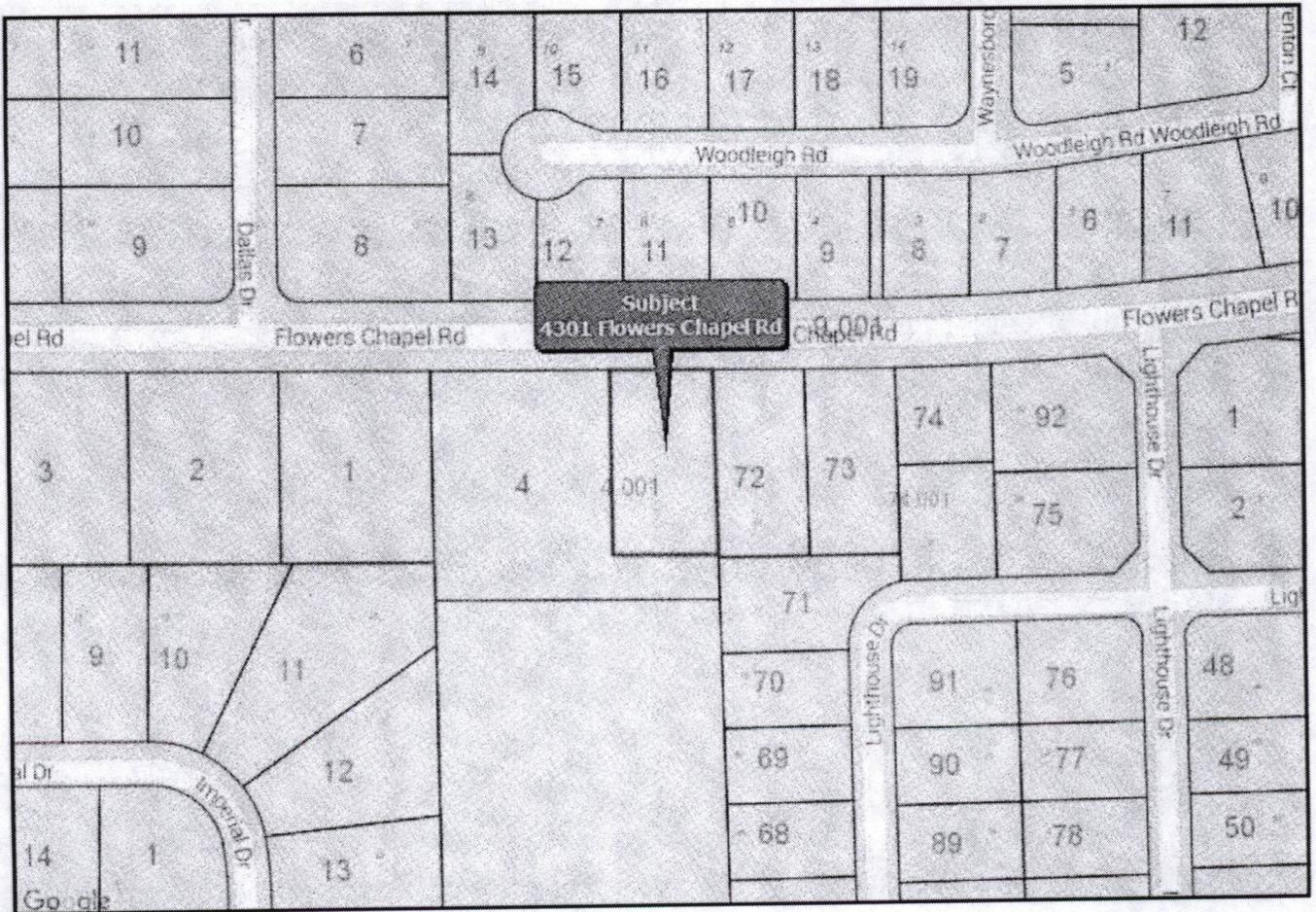
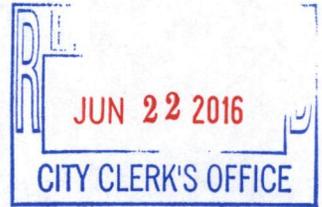
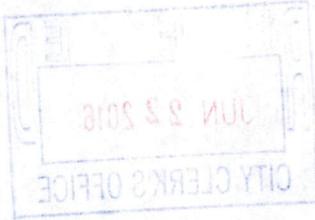
Signature: _____

Print Name: _____

Plat Map

011-8306882

Borrower/Client	Jeremy C. Green		
Property Address	4301 Flowers Chapel Rd		
City	Dothan	County	Houston
State	AL	Zip Code	36305
Lender	Quicken Loans		



ORDINANCE NO. _____

WHEREAS, general utility code of ordinance changes are necessary to improve the methods of handling utility billing adjustments, customer deposits, theft of services issues, budget billing, reconnection and meter testing fees, and cut-off schedules.

WHEREAS, the City of Dothan desires to institute the following changes to the current utility code of ordinances, and;

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

Section 1. That Chapter 102, Utilities, Article I, In General, of the Code of Ordinances is hereby amended in its entirety to read as follows:

Sec. 102-1. - Identification of utility meters.

- (a) It shall be the responsibility of the developer and contractor or builder to ensure that all utility meters installed in trailer parks, multifamily dwellings and business or commercial buildings be properly identified by lot, apartment or address in accordance with the following and as required by the utilities director (The Land Management and E-911 addresses should coincide with the meter.):
 - (1) *Electric meters.* Letters and/or numbers are to be stenciled in red on the base of the electric meter lid. The minimum size shall be one inch in height.
 - (2) *Water meters.* Letters and/or numbers are to be stenciled in red on the lid of the meter box cover. The minimum size shall be one inch in height.
- (b) Connections of permanent service for these utilities shall not be made until such time as proper connection has been verified by a qualified individual as determined by the City and identification has been made pursuant to this section. (This includes properties outside city limits serviced by the City of Dothan.)

Sec. 102-2. - Altering or damaging equipment; city ownership of equipment.

- (a) The city may suspend utility service to a customer without notice and without terminating any agreement for service if the meters, pipes, wires, switches or cutoffs used in conducting, supplying, measuring or registering water and electricity and other city utility services serving the customer's premises are altered, damaged or changed in any way, except by natural causes, so as to cause such meters, pipes, wires, switches or cutoffs to destroy, alter or prevent the registration of the service received. The city shall not be required to restore service after suspension in accordance with this subsection until the customer has complied with all reasonable requirements of the city designed to prevent a recurrence and the city has been reimbursed the full payment amount for service rendered and has been paid the cost of repairing or replacing such altered, changed or damaged meters, pipes, wires, switches or cutoffs.
 - (1) The utility service supervisor will investigate all Theft of Service (TOS) with the Dothan Police Department and/or the Houston County Sheriff's Department. The

customer will be billed for the amount of usage since the final bill read date or cut off for non-payment work orders. These charges will be calculated by the billing division. The individual(s), as identified by law enforcement, will be charged with Theft of Service and given a deadline to have all calculated TOS amounts paid in full. If the TOS amount is not paid by said date, the utility service supervisor will sign a warrant for individual(s). In order to initiate service, an initial deposit or deposit increase will be required to be paid by any/all occupants. This deposit shall be set as the maximum for highest risk and may include any outstanding/written off monies owed the City of Dothan.

- (2) Individuals with a sewer only account are required to initiate the service as of the date of occupancy. Failure to initiate service may be considered TOS. The occupant will be notified of the calculated amount due for service usage and will be allowed two weeks from date of notification to initiate the service. Upon notification, if the service is not initiated and/or the amount due is not paid within the allowed time period, a warrant may be issued for the occupant.
 - (3) Individuals with a garbage only account are required to initiate the service within 30 days of occupancy. Failure to initiate service within this time frame may be considered TOS. The occupant will be notified of the calculated amount due for service usage and will be allowed two weeks from date of notification to initiate the service. Upon notification, if the service is not initiated and/or the amount due is not paid within the allowed time period, a warrant may be issued for the occupant.
 - (4) Individuals with a water only account are required to initiate the service as of the date of occupancy. Failure to initiate service may be considered TOS. The occupant will be notified of the calculated amount due for service usage and will be allowed two weeks from date of notification to initiate the service. Upon notification, if the service is not initiated and/or the amount due is not paid within the allowed time period, a warrant may be issued for the occupant.
 - (5) Garbage, sewer or water only customers, or any combination of the three services, who have a past due balance 60 days old or older will be considered TOS. The occupant will be notified of the calculated amount due for service usage and will be allowed two weeks from date of notification to make payment in full. If the amount due per the notification is not paid within the allowed time period, a warrant may be issued for the occupant.
- (b) All utility facilities and appurtenances, other than plumbing, when constructed or accepted by the city for maintenance, shall become and remain the property of the city, and no person shall, by payment of any charge provided for in this chapter or by causing any construction of facilities accepted by the city for maintenance, acquire any interest or right in any of these facilities or any portion thereof, other than the privilege to have his property connected thereto for service in accordance with the city's procedures and regulations.
 - (c) Altering by disconnecting or reconnecting city electrical wiring or electrical metering by anyone other than Dothan utility employees or assigned agents is prohibited, and

any violation thereof shall be considered a Class B misdemeanor and a warrant may be issued.

- (d) Altering by disconnecting or reconnecting city water piping or metering by anyone other than Dothan utility employees or assigned agents is prohibited, and any violation thereof shall be considered a Class B misdemeanor and a warrant may be issued.
- (e) This section is cumulative with respect to Code of Ala. 1975, § 13A-7-26.

Sec. 102-3. - Location of meters, access to premises; violations.

- (a) All utility meters shall be located in places accessible to meter readers and repairmen, such location and type of metering to be approved by the utilities director prior to installation or connection.
- (b) Authorized representatives of the city utilities department shall have access to all premises where meters, switches and other equipment are installed for purposes of reading meters, determining load and capacity requirements and making inspections to determine proper and safe installation.
- (c) If a violation occurs:
 - (1) The customer will be notified via certified mail of the problem associated with the last reading. The customer will be given until the next reading date to correct the violation. Until corrected, the meter reading will be based on an average of the representative usage for the same month and two preceding months of the prior year, or, if such information is not available, by any other reasonable measure. Such average or determination will be increased by 15 percent to ensure that service has been adequately covered.
 - (2) Service will be discontinued after three reported violations within a 12-month time period. This time period is transferable with the customer.
 - (3) After notification has been given, a reread charge of \$40.00 shall be paid by the customer for each extra trip made to the premises to read the meter.
 - (4) The customer shall pay all costs associated with the service being cut off under this section. Such costs shall be \$150.00 to discontinue the service by a bucket truck. If a service can be discontinued without the use of special equipment, standard cutoff fees will apply.
 - (5) The city shall not be required to restore service after suspension under this section until the customer has complied with all reasonable requirements of the city designed to prevent a recurrence of the violation and the city has been reimbursed for the full amount of service rendered and the cost incurred.

Secs. 102-4—102-30. - Reserved.

Ord. No. _____ Amending Chapter 102, Utilities, of the Code of Ordinances continued.

Section 2. That Chapter 102, Utilities, Article II, Electric Service, Division 1, Generally, of the Code of Ordinances is hereby amended in its entirety to read as follows:

ARTICLE II. - ELECTRIC SERVICE

DIVISION 1. - GENERALLY

Sec. 102-31. - Availability of electric service.

Electric service is available in any and all areas served by the city-owned electric system.

Each prospective customer desiring utility services will be required to sign the Dothan utility standard form of application for service and/or contract before service is supplied by the utility. At the time of making application for connection of service, the applicant must make payment of any fees or deposits as required. The applicant must present satisfactory identification prior to services being connected.

Any exceptions to the utility service code will be approved in writing by the majority of the Dothan City Commission.

Payments for utility services can be made in the following manner:

- (1) Cash.
- (2) Check (Excluding counter or starter checks).
- (3) Credit card (MasterCard and Visa only) with the conditions listed below:
 - a. Presented with a valid photo identification such as state driver's license, state non-driver identification, military identification, or passport.
 - b. Any card without a cardholder's name must be processed as a debit with a valid PIN used to process transaction.
 - c. Cards may not be damaged or broken.
- (4) Cashier's check/money order.
- (5) Electronic draft.
- (6) Wire transfer.
- (7) Internet.

All modes of payment mentioned above are acceptable upon activation of the required software and hardware to process the payment. Any necessary authorizing documentation must be on file in the utility collection division or permits and inspections division. Other payment methods may be approved by the finance director or authorized representative.

To initiate service with Dothan Utilities, a customer, whether residential or commercial/industrial, must fill out an application, provide adequate identification as prescribed in Section 102-32 (13) below, and provide documentation indicating right to reside or occupy the property (lease, property tax records, sales contract, etc.) to which service is being requested. The responsible party of commercial accounts must also be the

responsible party listed on any lease agreement or sales contract as well as the business license.

All parties listed on any lease, property tax record, sales contract, etc. used to initiate service, if of the legal age of contract (19), will be subjected to the same criteria as the applicant.

Any party listed on any lease, property tax record, sales contract, etc. used to initiate service, if of the legal age of contract (19), having any delinquent accounts may be required to satisfy those debts prior to initiation of service.

Any party having delinquent balances with the City of Dothan may automatically be subjected to a high-risk deposit without the requirement of a credit check.

Any party having an outstanding returned item with the City of Dothan for any department may automatically be subjected to a high-risk deposit without the requirement of a credit check.

Sec. 102-32. - Deposit requirements and amounts.

Before any utility service is connected, a utility deposit may be required for each and every meter to guarantee payment for utility service subsequent to meter reading for computing monthly service bills. The deposit requirement will be based on the credit history of the customer either at the city or by other reasonable means as determined by the finance director, planning director, or authorized representative.

- (1) If required, the domestic residential utility cash deposit shall be a minimum of \$100.00 designated as follows: \$80.00 for electric service, \$10.00 for water service and \$10.00 for sewer service. Additional minimum deposits are \$10.00 for irrigation, \$10.00 for vapor lights and \$10.00 for a fire line. If more than a single family dwelling is served through one metered service, the deposit for the shared service may be an amount not to exceed three times the average monthly bill, which shall be determined by the finance director or authorized representative.
- (2) The transfer of a deposit between residential customers shall be permitted only as follows:
 - a. A form shall be completed to transfer deposits among two parties as long as both parties sign the appropriate form and provide proper identification with the deposit being transferred to a new service. A deposit can be transferred with the presentation of a death certificate stating a surviving spouse or with a legally binding court order requiring the transfer of a deposit.
 - b. Any customer can transfer a deposit if the requirements listed below are met:
 1. Both parties must present proper identification to the utility collection division.
 2. The designee will sign to give all rights to the designator to the deposit on the account.
 3. The designator will sign to accept all responsibility for the activity on the account as of the date signed.

4. An account will be setup for the designator using a new or previous customer identification number.

(3) Additional residential deposit provisions are as follows:

- a. Utility cash deposits for new service for residential customers with a previously charged-off account will be a minimum of the amount equivalent to a high risk deposit; i.e. \$500.00. Payment of the deposit should be made in full prior to the initiation of service. Upon approval of the finance director or authorized representative, payment arrangements for any old bills or outstanding returned items (plus nine percent interest) may be made and an agreement signed by the customer before the new service is connected. Payment arrangements cannot be made on any returned items submitted for collections through the District Attorney's office. All returned items previously remitted by the City of Dothan to the District Attorney's office must have an arrangement made through that office prior to service initiation.
- b. No deposit shall be required for an established residential Dothan utility customer in "good standing". "Good standing" is a status granted to a customer having no previous charged-off accounts, no unpaid bills, no returned items, and no delinquencies in the most recent 12 months. Any customer with a previous payment plan must have satisfied all requirements of said payment plan. Once the plan has been paid in full for a minimum of 24 months and met all the requirements listed above, the customer may be considered for "good standing" status.
- c. Established residential Dothan utility customers in "good standing" can make application for deposit refunds in the utility collection division after April 1, 2007. The refund will be issued as a credit to their next utility bill. If the customer has a high-risk or mid-level deposit, one-half of the deposit may be refunded after "good standing" status has been established for a period of one year. After two consecutive years of "good standing" status, the remaining one-half of the deposit may be refunded to the utility account.
- d. In the event, "good standing" status is revoked, the customer will be required to establish a deposit as specified in Section 102-32 subsection (1). Upon meeting the requirements of subsection (3) (b) above, the customer – upon request – may be reconsidered for "good standing" customer status.
- e. A deposit as required in Section 102-32 subsection (1) will be established in the event the residential customer desiring temporary service does not have current utility service with the city and does not reside at the service address for which the deposit is being established.
- f. No deposit will be required for residential temporary service if a customer with a current temporary letter on file has a minimum deposit on file, and has maintained the status of "good standing" for a minimum of two years. Failure to maintain "good standing" status may result in the temporary letter being revoked and a deposit required for any/all future temporary service.

- g. Utilities may be cut on for a minor under the age of 19 if the person can provide proof of marriage or the parent/guardian co-signs on the account providing a Social Security number, driver's license number, telephone number and an address for the co-signer. The co-signer will be a responsible party on the account with all rights and privileges of the account. Any and all outstanding debt of the co-signer must be satisfied before he/she may be allowed to co-sign on another account.
- h. Utilities may be cut on by a person other than the resident of the address under the following circumstances:
 - 1. The person establishing the utility services has legal guardianship over the resident.
 - 2. A member of the immediate family is establishing utilities for an elderly person.
 - 3. A parent or guardian establishing utilities for a minor under age 19. The utilities are to be established in the name of the minor upon reaching the legal age of accountability (19).

An acknowledgement of cosigner's responsibility form will be required to be completed and signed. Proper identification will be presented in the utility collection division of the finance department with the before mentioned form.

In all circumstances above, the account should reflect the name for which the services are being turned on, the relationship between the two parties, Social Security numbers, driver's license numbers, phone numbers and current addresses for both parties.

- (4) If required, utility cash deposits for entities categorized as non-profit, governmental, religious or church use (Internal Revenue Code Section 501(c)3 exemption required) shall be a minimum of \$200.00. Minimum deposits are to be assessed as follows: \$150.00 for electric service, \$25.00 for water service and \$25.00 for sewer service. Additional deposits are to be set at \$25.00 for vapor lights and \$25.00 for a fire line.
- (5) If required, commercial and industrial utility deposits shall be three times the average monthly bill but not less than \$400.00 for electric service, \$50.00 for water service and \$50.00 for sewer service. Additional minimum deposits are to be set at \$50.00 for vapor lights and \$50.00 for a fire line as determined by the finance director, planning director, or authorized representative.
- (6) The existing commercial or industrial utility deposit is non-refundable, unless for discontinuance of service or for establishment of a surety bond in the amount equivalent to four times the monthly average bill. The minimum commercial surety deposit would not be less than \$1,000. An existing commercial customer must be considered in "good standing" for 24 months in order to qualify for acceptance of a surety bond in lieu of a cash deposit. Any additional location acquired by the existing customer will require an additional deposit based on the requirements stated in Chapter 102 of this code.

- a. Temporary service may be established for a commercial customer with a current good standing service account, as long as, the commercial customer meets the requirements as specified for permanent deposits under the Code of Ordinances.
 - b. The commercial customer may activate temporary residential locations if the deposit on file for their primary commercial location meets the deposit standard identified in Section 102-32 subsection (5).
 - c. Commercial customers establishing temporary service may need to show that they will not be occupying the service address, whether residential or commercial.
- (7) Temporary service can be granted to an active current customer (as specified in this section) to cut on service at an additional location and to a customer who has not previously abused the privilege of temporary service.
- (8) Each temporary service can be obtained in person or through special provision by letter of authorization/application for fax or email. This signed authorization/application will be maintained on file in the utility collection division. It is the responsibility of the customer to verify the accuracy of the utility services requested.
- (9) Utility cash deposits will be established on commercial signs. This deposit shall be three times the average monthly bill but not less than \$75.00.
- (10) The minimum utility cash deposit required on a temporary electric pole is \$50.00.
- (11) A residential customer relocating to another residential service location can transfer the current utility cash deposit, if required, as follows:
- a. All past due balances have been satisfied.
 - b. A customer may be required to establish a cash deposit as required in Section 102-32 subsection (1). Should the customer have an existing cash deposit deemed to be insufficient, a deposit increase may be required.
 - c. Customer information must be current to include forwarding address information.
 - d. Transfers will be allowed in the event the customer account has an agency hold placed on the old account with the approval of the utility collection manager or authorized representative.
 - e. Applications for transfers can be made in person, via fax transmission, or via email transmission provided the account is in good standing.
- (12) Customers utilizing utility service for any purpose other than residential service, churches or religious groups will be considered as a commercial customer.
- (13) Valid identification is determined as non-expired/current state ID, military ID, passport, or driver's license. In the event valid identification is not available, two forms of alternate identification are required. Alternate identification is determined as social security card, birth certificate, Medicaid/Medicare card or

statement from social security office with application for replacement of Social Security card.

- (14) It shall be unlawful for any person to use, sell or permit to be used any utility service in the name of someone other than the name in which the deposit is recorded or to whom the service is furnished with right to residence (lease, sales contract, tax record, etc.), except as follows:
- a. A form shall be completed to designate additional responsible party information. On the designation form the customer is giving written permission or the right for the designated party to obtain information, make agreements, transfer service, etc. on the account. By signing said form the designee is eligible for receipt of deposit posted in the customer's name and accepts the responsibility of the debt on said customer's account. Valid identification is required, as previously stated. A responsible party designated by this form cannot be removed until all outstanding debts are paid in full on said accounts.
 - b. In the event the customer desires another party to act on their behalf, a power of attorney must be presented to the utility collection division of the finance department or the permit and inspections division of the planning department to obtain said right.
 - c. If the owner of the facility furnishes utilities under a lease agreement with a tenant, he shall remain responsible for such utility payment until changed with due notice. A copy of said lease is required for the utility account to be listed in the name of the lessor or owner of the facility.
 - d. Commercial and industrial utilities shall be in the name of the corporation doing business. Provided "good standing" status, the deposit is transferable to a new location but not to new ownership. New ownership requires satisfaction of requirements as stated for a new commercial customer above. Note: For a proprietorship or partnership, the responsibility remains with the owner as an individual.
 - e. More than one family may be serviced through one metered service where separate wiring circuits and water pipe installations are not provided, upon special permission of the board of commissioners, finance director or authorized representative or the utilities director.
- (15) It shall be the responsibility of the utility collection division to verify the credit of all residential applicants for utility service when applicable. If in their opinion the credit of the applicant warrants a deposit in excess of those stated in this section, the finance director or authorized representative shall have the authority to require the applicant to provide an adequate deposit, not to exceed \$500.00, to protect the city's interest and mitigate risk.

The utility collection division reserves the right, after service has been established, to require deposits be provided by the customer and to increase the amount of any previous deposits to such amount as the finance director or

authorized representative deems necessary to protect the city's interests and mitigate risk.

- (16) Upon consent to discontinue service, deposit monies will be applied to the customer's final bill or to any other account (in a status of active, final, collection, or write off) in which a customer owes a balance or is a responsible party. If any credit balance remains, said balance will be refunded to the customer.

Sec. 102-33. - Deposit for reconnection.

After processing of the final bill for utility services, any subsequent reconnection shall be considered as a new service and subject to section 102-32, unless otherwise justified. If this occurs the residential deposit amount may be increased by the finance director or authorized representative to an amount deemed necessary to protect the city's interest and mitigate risk.

Sec. 102-34. - Bills; billing date, delinquent date and penalties.

- (a) All utility bills shall be due and payable at the utilities collections division of the budget and finance department following regular cycle meter readings according to the following dates in each month, unless meters are read for the purpose of disconnecting service, when bills shall become due and payable as soon as the up-to-date bill is figured:

Area Cycle	Billing	Delinquent Date* (20 days	Cutoff* for Nonpayment (40 days
1	20 th -28 th	10 th -18 th	30 th - 8 th
2	13 th -19 th	3 rd -9 th	23 rd - 29 th
3	1 st -12 th	21 st -2 nd	11 th - 22 nd

* Billing dates, delinquent/penalty dates and cutoff for nonpayment will depend on how many days are in the month and when weekends and holidays occur during each month.

- (b) All cycle bills for service rendered under this chapter are payable on or before the delinquent date in subsection (a) of this section. Delinquent notices will be mailed to each delinquent customer approximately two days after the delinquent date. The delinquent notice will give the date of termination of service if the utility bill is not paid. If not fully paid by the delinquency date, a fee of five percent shall be assessed on the outstanding bill according to the following:
- (1) Off-cycle bills are those bills that may be produced as needed on a date other than a cycle date listed above and will have a delinquent date 20 days after the billing date and a cut-off date 40 days after the billing date. Final bills may be produced daily and will have a delinquent date 20 days after the billing date.

- (2) The customer's base rate for solid waste service, vapor light service or fire line service for initial bills and final bills will be prorated for the number of days service was provided.
 - (3) The delinquent fee shall be calculated by multiplying five percent times the unpaid balance.
 - (4) The delinquent fee shall not be less than \$5.00.
 - (5) Fees on Dothan utility payments may be waived by the finance director or authorized representative if there is a justifiable reason for the waiver.
 - (6) Upon application in the utility collection division, the delinquent fee can be permanently waived for any senior citizen 65 years of age or older if said individual is a responsible party on the account.
 - (7) A City of Dothan utility customer may be disconnected at the present location where service is provided for any unpaid debt incurred by the customer or a member of the customer's household either for the present location or for any previous location.
 - (8) If the unpaid accounts exists and the disconnected service has a balance due the city after the deposit has been applied toward the outstanding balance and the customer is unable to be located by all efforts, the account information will be remitted to a collection agency. Any and all fees (collection fees, legal fees, etc.) associated with the collections of amounts owed the City of Dothan will be the responsibility of any/all responsible parties on the account being collected
 - (9) Extensions will only be granted to residential customers under the following circumstances:
 - a. Extensions will only be granted to customers if the request is made prior to the cut-off date as indicated on the oldest outstanding billing.
 - b. Any customers desiring an extension shall make application in writing in the utility collection division.
 - c. No extension will be granted to a customer who has either been extended two times or cut off for nonpayment two or more times in the preceding 12 months.
 - d. The city shall terminate utility service for nonpayment of utility charges for failure to adhere to an extension agreement. Termination will be made as soon as practicable without restriction as noted in (d) below.
 - e. No customer will be allowed to obtain an extension unless all charged-off or bad debts (returned items) have been satisfied or a signed agreement has been established in the utility collection division and payments on said agreement are current.
- (c) Failure to pay delinquent bills by the cutoff date, not including current month's delinquent fees charged, shall be cause for disconnecting each and every service associated with an account.

- (d) The city may terminate utility service for nonpayment of utility charges only during the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday. No termination shall be permitted on a legal holiday or the day before a legal holiday. Utilities will not be terminated when freezing temperatures are expected or when the temperature is expected to be in excess of 100 degrees (Fahrenheit). This does not apply to terminations related to returned items as this may be classified as a criminal offense.
- (e) No utility service that has been disconnected for nonpayment of bills and delinquent fees shall be reconnected or continued until all such bills and fees have been paid up to date (i.e. all delinquent bills). (If account is disconnected for non-pay, the customer must pay with cash, money order, debit card, or credit card to reconnect). Upon a second disconnection for nonpayment, the customer may be subject to a deposit increase for each future disconnection. Deposit increase amounts will be payable at the time of reconnection.
- (f) No after-hours connection will be permitted unless the responsible party has signed the after-hours form agreeing to pay such bills and fees by 12:00 p.m. the following business day. Failure to be present at location will constitute a connection fee to be assessed. Failure to make payment as specified will result in disconnection of service. Prior to reconnection, the following must be paid in full: after-hours fees, all unpaid bills, and connection fees. Actions which constitute abuse of this courtesy may prevent further after-hour connections for the customer. After-hours reconnect privileges will not be awarded to any customer that has been disconnected for failure to comply with an agreement or failure to pay for a returned item.

- (g) A connection fee is defined as a fee for connecting such utility service or expense incurred by the city in making a trip to the customer's residence or business. In the event multiple connections are required at the same location, the greatest single connection fee will be assessed, unless in units of 25 or more as described in subsection (h) below. See connection fee schedule:

Connection Fee Schedule

Service connection types	Normal work hours (8:00 a.m. to 4:00 p.m.)	After hours Monday - Friday (4:01 p.m. to 9:00 p.m.)* No after hour services after 9 p.m.	Weekends & holidays (8:00 a.m. – 9:00 p.m.)
Residential – (Worked by Utility Service Representative)	\$50.00	\$100.00	\$150.00
Standard commercial – (Worked by Utility Service Representative)	\$50.00	No After Hours	No After Hours
Nonstandard commercial – (Worked by EL/WT department personnel)	\$100.00	No After Hours	No After Hours
Any service connection type that requires cut on with bucket truck – (Worked by EL/WT department personnel)	\$150.00	\$200.00 (Residential Only)	\$310.00 (Residential Only)

*Orders for connection of service received in the Utility Collection Division or the Permits and Inspections Division after 12:00 p.m., that are requested to be worked on the same business day, shall be assessed at the after-hours rate.

It is preferred that a responsible party be present upon connection of utilities. If the electric service or water service indicates unsafe circumstances, such as a burnt lug or water leak, the service will remain disconnected. If any subsequent trips are required, an additional trip fee will be assessed at the rate indicated in Section 102-34(g).

- (h) No connection fee will be assessed for commercial customers who have multiple rental properties as follows:
- (1) The units must be rented or leased as residential units.
 - (2) The units must be owned or managed in the name of one company or responsible party.
 - (3) The units must be greater than 25 units which are connected or enclosed under the same roof or in uniform groups.
 - (4) The units are disconnected by the renter or lessee and are to be immediately transferred to the name of the managing company; thus, avoiding a second trip to connect service.
 - (5) The owner or responsible party will be charged a connection fee when a separate trip is incurred and a disconnection order for the renter or lessee is not simultaneously worked.
 - (6) The owner or responsible party must sign an agreement with conditions as follows:
 - a. Allowing immediate transfer of disconnected service to be placed in the name of the managing company.
 - b. Accepting responsibility for all bills upon disconnection of renter or lessee.
 - c. Understanding that a connection fee will be assessed unless the disconnection was authorized by the renter or lessee.
- (i) In the event the customer's physical health is determined to be subject to a life-threatening condition, as determined by a physician, which requires the use of artificial life support, on a 24 hour a day continuous basis to avoid loss of life that deems the patient as immobile, then such customer's electrical service shall not be terminated. After such service has been confirmed by a physician as life threatening, a majority of the city commission or a responsible party on the account is required to terminate said service. A certified practicing physician must confirm in writing the nature of life support and provide written confirmation that the medical condition conforms to this section of the City of Dothan Code of Ordinances. A listing of said life support should be updated yearly and kept current by the utility collection division. It will be the responsibility of the customer to contact the respective physician and maintain current life-threatening statements. The account must be kept current or water service may be suspended. For all life-support accounts, an additional responsible party must sign with the account holder to be liable for incurred utility usage if the service remains in the patient's name.
- (j) A fee of \$40.00 shall be charged if a customer requests a reread of the utility meter. If the meter was initially read in error or found defective, this fee shall not apply and will be refunded in full to the customer. Unless a refund check is specified by the customer, this refund will be credited to the utility account.
- (k) A fee of \$50.00 shall be charged if a customer requests that a test be made of the utility meter. If the meter is found to be defective, this fee shall not apply and will be

refunded in full to the customer as well as appropriate compensation for any overpayments. Unless a refund check is specified by the customer, this refund will be credited to the utility account.

- (1) Returned items must be redeemed within 24 hours from the time of attempted notification (the next working day) by cash, credit card, cashier's check or money order. A credit card (not attached to a checking account) may be used for payment of a non-credit card returned item.

The following rules apply to all returned items receipted:

- (1) Failure to redeem a returned item within 24 hours after attempted notification of receipt shall result in termination of utility service.
- (2) A collection fee of \$30.00, in addition to the face amount of the returned item, will be required unless there is a bank error involved. Proof of error is the responsibility of the customer to establish.
- (3) A customer will only be allowed three returned items in a 12-month period from the most recent returned item. Once a customer has written three bad items to include returned credit card payments, the customer will be required to pay by cash, cashier's check, or money order until the 12-month time period expires on the most recent returned item. A credit card will be accepted to satisfy any returned item except in the event of a returned credit card payment. The customer is required to pay a \$50.00 deposit increase at the time of the third returned item within the 12 month period. If no deposit is on file for a utilities customer meeting Section 102-32 at the time the first returned item is received, a deposit will be required meeting Section 102-32 on the account provided there was no bank error.
- (4) For utility payment returned items, notification will be delivered to the customer's residence or business stating the date and time payment in full is due to avoid cutoff. Any customer account having an online utility payment returned to Dothan Utilities as a fraudulent transaction will have the online utility bill payment option revoked.
- (5) In the event the returned items are for a payment other than utility payment, each city department will be responsible for sending letters for collection of their respective department's returned items.
- (6) It is the complete responsibility of the respective department that accepted the returned item from the issuer in good faith, to arrange for the collection of said returned items. A list of outstanding returned items will be sent periodically to all departments as a collection reminder.
- (7) The utility collection division will retain the original returned items (or legal copies of said items) and upon payment of said returned item and applicable fees by the customer, the items will be returned to the customer or payee of the returned item. Any original returned item paid in full and not claimed by the customer will be destroyed.

- (8) The utility collection division reserves the right to remit all uncollected returned items to the collection agency after one month of receipt or to the District Attorney's office after a certified letter has been sent in an effort to collect the returned item.

Sec. 102-35. - Budget billing.

- (a) Budget billing is a levelized payment plan and available to all residential utility customers. The payment amount is determined by calculating an average bill from the previous 12 months plus ten percent unless deemed otherwise by the finance director or authorized representative. When history is not available, the departments providing the services will be contacted to determine the monthly budget payment amount.
- (b) Enrollment is not limited to one account per customer, but the applicant must meet requirements of multiple accounts per this Code.
- (c) Reconciliation of budget billing accounts will be done in September of each year (except for discontinuance, see subsection (e), following) and a new monthly budget payment amount determined. At this time any deficit amount will be due or accumulated credit applied toward the new monthly budget payment until the credit is expended. Full settlement of the differences between actual usage amounts and budget payment amounts will be required if the customer is removed from budget billing prior to the reconciliation in September.
- (d) Delinquency fees for budget accounts will be based upon the calculated budget payment amount or unpaid balance, as further described in subsection 102-34(b).
- (e) Nonpayment of the monthly budget payment amount may be cause for a customer to be dropped from the budget billing program. Please refer to subsection 102-34(c) for additional criteria. Customers enrolled in this program may elect to be dropped at their convenience. However, if dropped, any balance due or credit will be reflected on the next bill. In addition, customers will not be eligible to re-enroll for six months.

Sec. 102-36. - Industrial development.

As an incentive for industrial development the city may allow the potential industrial commercial customer to pay a surety bond for a deposit in the amount equivalent to four times the monthly average bill in lieu of the required cash deposit for commercial customers. The minimum commercial surety deposit would not be less than \$1,000.00. This privilege shall be afforded to only new industrial customers with the fiscal year beginning October 1, 2002.

Requirements of the surety bond will be as follows:

- (1) The amount of the bond is to be equivalent to four times the average monthly bill amount.
- (2) All fees and charges on new construction and expansion for industrial development purposes may be waived by the city manager if there is deemed to be a benefit to the city through the substantiation and/or creation of jobs thus

justifying said waiver. The total waived fees and charges shall not exceed \$2,500.00 for any project.

- (3) Waivers as described in subsection (b) above are to be granted for industrial, warehousing or research activity to be described as follows:
 - a. Any sector, subsector, industry group, industry or national industry of the 2012 North American Industry Classification System, or any similar classification system developed in conjunction with the United States Department of Commerce or Office of Management and Budget. The conduct of an activity that is predominantly any one or more of the following: Described by NAICS Code 1133, 115111, 2121, 22111, 221330, 31 (other than 311811), 32, 33, 423, 424, 482, 4862, 48691, 48699, 48819, 4882, 4883 (other than 48833), 493, 511, 5121 (other than 51213), 51221, 517, 518 (without regard to the premises that data processing and related services be performed in conjunction with a third party), 51913, 52232, 54133 (if predominantly in furtherance of another activity described in this article), 54134 (if predominately in furtherance of another activity described in this article), 54138, 5415, 541614, 5417, 55 (if not for the production of electricity), 561422 (other than establishments that originate telephone calls), 562213, 56291, 56292, 611512, 927 or 92811 or the production of biofuel as such term is defined in the Code of Alabama Section 2-2-90 (c) (2).
- (4) The surety bond will be kept current by the industrial commercial customer and upon renewal will be calculated by the permits and inspections division of the planning department to ensure the bond amount covers four times the current average monthly bill, but not less than \$1,000.00.
- (5) The surety bond certificate will be retained on file in the utility collection division of the finance department.
- (6) For any reason, should the surety company cancel the bond and on the effective date of such cancellation notice, the surety is discharged and relieved of any liability. The principal (industrial commercial customer) of said surety will be liable for immediate payment of a cash deposit equal to three times the monthly average bill.

Sec. 102-37. - Utility bill adjustments.

(a) *Responsible party understanding:*

- (1) The city is responsible for the metering device and all utility services up to the designated point of service connection.
- (2) The customer is responsible for the working condition of all facilities and equipment (not including the meter) past the point of connection.
- (3) Meter reading and billing and collection of utility bills is the responsibility of the finance department.

(b) *Adjustment to the utility bill will be as follows:*

- (1) The customer's bill will be adjusted where the meter reading was incorrect or where the meter itself was found to be inaccurate by more than two percent.
- (2) Meter rereads or meter tests may be performed when requested by the customer as the situation may require and upon collection of appropriate fees as specified in subsection 102-34 (j, k). For meter re-reads requested by city staff that result in approved water leak adjustment, the fee will be billed to the customer account at the time that the adjustment is processed.
- (3) Personnel of the accounting division of the finance department shall correct present meter readings whenever a re-read indicates an error has occurred. Records are to be retained until completion of the annual audit.
- (4) An adjustment may be made to a customer's bill for abnormal consumption of electricity, water, or sewage due to the following, certain restrictions shall apply:
 - a. Natural disaster.
 - b. Malfunction of metering equipment as determined by the utility.
 - c. Water leaks (domestic services only- excludes new construction for the first year and irrigation systems)
 - d. Billing errors.
- (5) An adjustment may be made to a residential or commercial customer's sewage bill when the water is used for the purpose of the initial annual filling of a pool. No adjustment to the water usage will be made for the filling of pools.
 - a. A meter reading may be collected by the customer both prior to and immediately after filling the pool.
 - b. The customer shall be responsible for providing either the volume (in gallons) of the pool or the dimensions of the pool when submitting their adjustment request.
 - c. A sewer bill adjustment will only be made once each year for the initial filling of a pool.

(c) *Restrictions*

- (1) Customer must be in good financial standing. If a customer has a past due balance that is not associated with the bill(s) in question, the past due amount must be paid in full prior to requesting a leak adjustment.
- (2) Once a leak adjustment request is made, customers can request an extension on the billing period(s) and the dollars that exceed the customer's normal billing charges in those period(s) that may be affected by the leak adjustment request. The finance department will set a time frame for the extension and determine the billing period(s) and charges to which the extension applies.

- (3) Billing adjustments for abnormal usage for water, sewage or electricity will only apply to three (3) billing cycles, beginning with the receipt of the first bill showing excess usage over normal (average) consumption.
- (4) Leak adjustments are available to residential and commercial customers who suffer a domestic leak that exceeds their normal use compared to the normal (average) consumption.
- (5) A customer may qualify for a leak adjustment only once in a five (5) year period. The five (5) year period begins the first month of the billing period following the billing period that the leak adjustment was applied. No leak adjustments will be made for irrigation systems or new construction for the first year.
- (6) Each metered location may only have a leak adjustment approved once in a five (5) year period regardless of whether a previous leak adjustment request was approved for a different occupant.

(d) *Calculations of adjustments:*

- (1) Electric, water and/or sewer usage may be adjusted by 100 percent of the cost that is determined to be incorrectly charged through fault of the city.
- (2) Excessive water consumption may be adjusted by refunding 50 percent of the cost over normal (average) consumption for a maximum period of three (3) billing cycles.
- (3) Sewage may be adjusted by 50 percent of the cost over normal (average) usage when the excessive water consumption resulted in the excessive sewage usage. This includes inside leaks. One hundred percent of the cost over normal (average) usage, for a maximum period of three (3) billing cycles, may be refunded when excess water consumption did not result in sewage usage. For example, if a leak occurs outside of the house, it does not go into the sewage system, therefore, the City will refund 100 percent of the cost over normal (average) usage.
- (4) Vapor light charges may be adjusted at 100 percent of the cost to the extent that the deficiency is caused by city neglect.

The utility collection division, upon the approvals as stated below, shall make physical adjustment of all billed amounts.

(e) *Billing adjustment approvals:*

- (1) Adjustments will be made upon the recommendation of the utility collections manager and approval of the finance director and the approval of the utilities director.
- (2) The utility collections manager has authority to approve changes up to \$250.00 per occurrence.
- (3) The finance director, utilities director, electrical operations superintendent, or water operations superintendent has authority to approve changes up to \$500.00 per occurrence.

Ord. No. _____ Amending Chapter 102, Utilities, of the Code of Ordinances
continued.

- (4) The finance director and utilities director can approve changes up to \$5,000.00.
- (5) Any adjustment which involves six months or more or is in excess of \$5,000.00 requires the approval of the city manager.
- (6) The customer must provide evidence of a leak repair by one or more of the following:
 - a. Repair bill or invoice.
 - b. Letter from a licensed plumber or a repair company.
 - c. Original receipts for parts and/or supplies if self-repaired.
 - d. Other documents as deemed necessary by the city.

Sec. 102-38. - Miscellaneous charges to customers.

For the convenience of the commercial customer, the city has the right to bill charges to the customer's account at their request. These charges will consist primarily of fees associated with establishing new utility service. The city also has the right to bill charges to other customers who have incurred fees but have failed to pay such fees.

Secs. 102-39—102-60. - Reserved.

Section 3. That Chapter 102, Utilities, Article III, Water Service, Division 2, Rates, Charges and Billing, Section 137, Senior citizen discount on water usage, of the Code of Ordinances is hereby amended in its entirety to read as follows:

Sec. 102-137. - Senior citizen discount on water usage.

Senior citizens over the age of 65 that use 5,000 gallons of water per month or less will receive a \$2.00 reduction in their monthly water bill after completion of the required documentation in the finance department, Dothan Utilities Collections Division. This applies to single unit residential dwellings with individual water meters, as well as, residential irrigation meters.

Ord. No. _____ Amending Chapter 102, Utilities, of the Code of Ordinances
continued.

Section 4. After publication as required by law, this Ordinance shall become effective immediately.

PASSED, ADOPTED, AND APPROVED ON _____.

Mayor

ATTEST:

Associate Commissioner District 1

Associate Commissioner District 2

City Clerk

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

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 unfavorable recommendation by a nine to zero vote by the Planning Commission of the City of Dothan, Alabama on May 18, 2016, and after public notices and hearing thereon as required by law, Chapter 114 of the Code of Ordinances of the City of Dothan, Alabama, and the Zoning Map of the City of Dothan, Alabama, adopted therein and on file in the offices of the City Clerk and the City Engineer of the City of Dothan, Alabama, are hereby amended as follows:

The following described land, owned by John T Watkins Jr., now zoned H-I District by Chapter 114 of the Code of Ordinances and shown on the Zoning Map of the City of Dothan, Alabama, is hereby rezoned and classified as A-C District:

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

A parcel of land in the City of Dothan, Houston County, Alabama and being more particularly described as follows: Beginning at the intersection of the North line of the SE ¼ of the SE ¼ of Sec. 36, T3N, R26E with the West side of the Atlanta and St. Andrews Bay line Railroad and thence S4-57'-21"E along the West side of the said railroad, 1308.09 feet to the South line of said forty; thence S88-35'W along the South line of said forty, 309.68 feet; thence N0-45'W, 1303.95 feet to the North line of said forty; thence N89-05'E, 439.71 feet to the point of beginning. Said land being in said forty and containing 11.22 acres, more or less.

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

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

Mayor

ATTEST:

Tammy Danner, City Clerk

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

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

Tammy Danner, City Clerk

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

Tammy Danner, City Clerk

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

Tammy Danner, City Clerk

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

352 Headland Avenue

Parcel 38-09-06-13-3-001-029.000

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

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

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

Res. No. _____ continued.

WHEREAS, a public hearing was held on the 16th day of August, 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.

- 225 Headland Avenue
- 326 Headland Avenue
- 352 Headland Avenue
- 2904 Heritage Drive
- 1800 Northside Drive
- 829 Duke Street
- 2508 E. Linda Lane
- 1013 Sunset Drive
- 104 E. Stough Street
- 302 E. Stough Street
- 120 Pine Street
- 118 Pine Street
- 116 Pine Street
- 101 Pine Street

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

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

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

Mayor

ATTEST:

Associate Commissioner District 1

Tammy Danner
City Clerk

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF COMMISSIONERS

RESOLUTION NO. _____

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225 Headland Avenue

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Lot W Side Headland Avenue SE QTR NE QTR of SW QTR S13 T3 R26

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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

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829 Duke Street

Parcel 38-09-07-25-1-001-009.000

Lot 11 Block A Vann Subdivision

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Parcel 38-04-08-33-0-003-022.000

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Lot 5 Block 5 R L Stough Addition Subdivision

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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

Res. No. _____, continued.

WHEREAS, a public hearing was held on the 16th day of August, 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.

- 225 Headland Avenue
- 326 Headland Avenue
- 352 Headland Avenue
- 2904 Heritage Drive
- 1800 Northside Drive
- 829 Duke Street
- 2508 E. Linda Lane
- 1013 Sunset Drive
- 104 E. Stough Street
- 302 E. Stough Street
- 120 Pine Street
- 118 Pine Street
- 116 Pine Street
- 101 Pine Street

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

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

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

Mayor

ATTEST:

Associate Commissioner District 1

Tammy Danner
City Clerk

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, it is the desire of the City of Dothan, Alabama, a municipal corporation, to accept donated property for use as an electrical substation; and

WHEREAS, the Houston County Industrial Development Authority, herein referred to as "Grantor," does hereby grant, donate and convey unto the City of Dothan, a Municipal Corporation, hereinafter referred to as "Grantee," a parcel of real estate located at the intersection of East Burdeshaw Street (40' ROW) and the Ross Clark Circle (ROW Varies); and

WHEREAS, the "Grantee" in accepting this instrument of said gift and conveyance does hereby agree that said property shall forthwith be set apart, dedicated, treated, and maintained by the governing authorities of said City; and

WHEREAS, that the City will not only be responsible for said maintenance, but that the City of Dothan will further assume the obligation of any and all payment of any taxes and assessments which might hereafter occur or accrue on said property.

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

Section 1. That the City of Dothan accepts the statutory warranty deed with the conditions aforescribed from Houston County Industrial Development Authority for a parcel of real estate located at the intersection of East Burdeshaw Street and the Ross Clark Circle in the City of Dothan, Alabama, and being more particularly described as follows:

COMMENCING at a 1" iron pipe found marking the purported SW corner of the SE 1/4 of the SW 1/4 of Section 17, T3N, R27E; thence N00°12'03"E, for a distance of 65.46 feet to an iron pin set (IPS) (1/2" rebar, cap CA-0018-LS) marking the intersection of the North Right-of-Way (R/W) line of E. Burdeshaw Street (R/W varies) and the East R/W line of Walker Street (R/W varies); thence along the North R/W line of E. Burdeshaw Street along a curve to the right having a radius of 918.84 feet and an arc length of 27.83 feet, with a chord bearing and distance of N89°41'39"E, 27.82 feet to a 6" x 6" broken concrete monument found; thence continuing along said R/W line N86°00'37"E, for a distance of 63.20 feet to an IPS; thence continuing along said R/W line N86°00'37"E, for a distance of 2.93 feet to an iron pin found (IPF) (5/8" pipe, cap 6010); thence continuing along said R/W line S89°25'53"E, for a distance of 27.08 feet to an IPS and the POINT OF BEGINNING; thence continuing along said R/W line S89°25'53"E, for a distance of 122.28 feet to an IPF (5/8" pipe, cap 6010) on the West R/W line of Ross Clark Circle (250' R/W); thence along said R/W line along a curve to the left having a radius of 7688.11 feet and an arc length of 210.72 feet, with a chord bearing and distance of N04°08'11"W, 210.71 feet to an IPS; thence leaving said R/W line N89°25'53"W, for a distance of 105.00 feet to an IPS; thence S00°34'07"W, for a distance of 210.00 feet to the POINT OF BEGINNING. Said land is located in the SE 1/4 of the SW 1/4 of Section 17, Township 3 North, Range 27 East, and contains 0.55 of an acre, more or less.

The described real estate was acquired by Houston County Industrial Development Authority by Statutory Warranty Deed dated July 25, 2016, recorded in Deed Book 772, Page82, in the Office of the Judge of Probate of Houston County, Alabama.

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

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

This instrument prepared by:

Preston Register
SHERRER, JONES & TERRY, P.C.
Attorneys at Law
335 West Main Street
Dothan, Alabama 36301

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
COUNTY OF HOUSTON)

For ten dollars and other valuable consideration to the Houston County Industrial Development Authority ("GRANTOR"), given by the City of Dothan, Alabama ("GRANTEE"), the receipt whereof GRANTOR hereby acknowledges, GRANTOR grants, bargains, sells, and conveys to GRANTEE all GRANTOR'S right, title, and interest to the real property located in Dothan, Houston County, Alabama, which is more particularly described as follows ("PROPERTY"):

COMMENCING at a 1" iron pipe found marking the purported SW corner of the SE 1/4 of the SW 1/4 of Section 17, T3N, R27E; thence N00°12'03"E, for a distance of 65.46 feet to an iron pin set (IPS) (1/2" rebar, cap CA-0018-LS) marking the intersection of the North Right-of-Way (R/W) line of E. Burdeshaw Street (R/W varies) and the East R/W line of Walker Street (R/W varies); thence along the North R/W line of E. Burdeshaw Street along a curve to the right having a radius of 918.84 feet and an arc length of 27.83 feet, with a chord bearing and distance of N89°41'39"E, 27.82 feet to a 6" x 6" broken concrete monument found; thence continuing along said R/W line N86°00'37"E, for a distance of 63.20 feet to an IPS; thence continuing along said R/W line N86°00'37"E, for a distance of 2.93 feet to an iron pin found (IPF) (5/8" pipe, cap 6010); thence continuing along said R/W line S89°25'53"E, for a distance of 27.08 feet to an IPS and the POINT OF BEGINNING; thence continuing along said R/W line S89°25'53"E, for a distance of 122.28 feet to an IPF (5/8" pipe, cap 6010) on the West R/W line of Ross Clark Circle (250' R/W); thence along said R/W line along a curve to the left having a radius of 7688.11 feet and an arc length of 210.72 feet, with a chord bearing and distance of N04°08'11"W, 210.71 feet to an IPS; thence leaving said R/W line N89°25'53"W, for a distance of 105.00 feet to an IPS; thence S00°34'07"W, for a distance of 210.00 feet to the POINT OF BEGINNING. Said land is located in the SE 1/4 of the SW 1/4 of Section 17, Township 3 North, Range 27 East, and contains 0.55 of an acre, more or less.

AND SUBJECT TO:

1. **Ad valorem taxes which may be due now or subsequent thereto;**
2. **All applicable zoning restrictions;**
3. **Easements, restrictions (including but not limited to building restrictions), reservations, rights of way, and set back lines of record; and**
4. **Mineral and mining rights not owned by GRANTOR.**

The legal description contained in this instrument was furnished to the person preparing this deed by the Grantee. The preparer makes no representation regarding the accuracy of said legal description including whether or not the same closes, or the status of title to the subject property.

The PROPERTY is part of the same property conveyed to GRANTOR from Houston County, by and through the Houston County Commission, by that deed recorded in **Deed Book 772, Page 82**, in the Office of the Judge of Probate of Houston County.

GRANTOR conveys the PROPERTY to GRANTEE in fee simple and to its successors and assigns, forever.

GRANTOR does covenant with the said GRANTEE that it is lawfully seized in fee simple of the PROPERTY and that it has a good right to sell and convey the same to the said Grantee.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the ____ day of August, 2016.

David W. Parsons,
As Chairman of the Houston County Industrial
Development Authority

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF HOUSTON)

I, _____, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that David W. Parsons, as Chairman of the Houston County Industrial Development Authority, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, in his official capacity as Chairman of the Houston County Industrial Development Authority executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this ____ day of August, 2016.

NOTARY PUBLIC
My Commission Expires: _____

RESOLUTION NO. _____

WHEREAS, the City of Dothan desires to enter into a contract with Wiregrass Rehabilitation Center, Inc., to provide ground maintenance services at designated City cemeteries, water wells, tanks, lift stations and electrical substations; to provide roadside litter pickup; and to clean up Rip Hewes Stadium following football games.

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 agreement with Wiregrass Rehabilitation Center, Inc., to provide maintenance services at an annual cost of \$465,206.79 (plus approximately \$17,000 per year for Rip Hewes Stadium Cleanup), which said agreement follows:



WRC Adult Care | WRC Housing | WRC Industries
WRC Laundry & Linen Services | Paragon Services, Inc.
Sterling Event Services | Assured Data Destruction | WRC Market

August 11, 2016

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

Dear Mr. Corbin:

I wanted to reach out to you regarding Fiscal Year 2017 service contracts between WRC and the City of Dothan. I am pleased to notify the City that WRC is able to maintain current pricing and will not be requesting any increase in fees for services rendered in the 2016-17 fiscal year. This is the 8th consecutive year that we have maintained our current fee structure. Thank you for allowing us to continue this contract!

If you have questions, or need additional information, please contact me.

Regards,

Paul W. Lee
Executive Director



STATE OF ALABAMA

HOUSTON COUNTY

AGREEMENT FOR SERVICES

Know all men by these presents, that the City of Dothan, a municipal corporation in Houston County, Alabama, hereinafter called "City" and the Wiregrass Rehabilitation Center, Inc., a non-profit corporation called "Center" on this the _____ day of _____, 2016, have agreed as follows: This agreement shall be in effect for a period of twelve (12) months from the first day of October 2016 through the thirtieth day of September 2017. At the end of twelve (12) months this contract may be renewed or modified by mutual agreement between the parties for up to two additional twelve-month periods.

Notwithstanding any of the provisions of this agreement, it is agreed that the City has no financial interest in the business of Center, and shall not be liable for any debts or obligations incurred by "Center," nor shall the City be deemed or construed to be a partner, joint venture or otherwise interested in the assets of Center, or profits earned or derived by Center, nor shall Center at any time or times use the name or credit of the City in purchasing or attempting to purchase any equipment, supplies or other thing or things whatsoever.

Center in the performance of its operations and obligations hereunder shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense as the City may from time to time request to indicate that it is an independent contractor. The City does not and will not assume any responsibility for the means by which or manner in which services by Center provided for herein, are performed, but on the contrary, Center shall be wholly responsible therefore.

Center shall not transfer or assign this agreement or the license or any of the rights or privileges granted herein without the prior written consent of the City.

Center hereby agrees to comply strictly with all ordinances of the City of Dothan, Alabama, and the laws of the State of Alabama while performing under the terms of this agreement.

Center agrees that upon violation of any of the covenants and agreements herein contained, on account of any act of omission or commission of Center, the City may, at its option, terminate and cancel this agreement.

The City agrees to pay the Center for a term of twelve (12) months, commencing on October 1, 2016, the sum \$38,767.23 to be paid monthly (for a total of \$465,206.79). Additionally, the City agrees to pay \$750 per event to clean up Rip Hewes Stadium following Varsity games, \$1,000 per event for Varsity playoff games, also \$300 to clean up Rip Hewes Stadium following non-varsity events.

The Center agrees in consideration thereof they will maintain and provide to the City the following services:

- 1) Provide within the Center organization, vocational training programs and employment for those with disabilities, rehabilitation and community employment services, said services to be offered to all of the citizens of the City, individuals as well as business or industries.
- 2) Provide a full time professionally qualified Director and such staff and employees as are required to carry on the aforementioned programs and services in an effort toward improvement of the quality of life available for area citizens.
- 3) Provide all supervision, training, labor, equipment and transportation necessary to perform the following grounds maintenance services at the Montana Street, East Main Street and Burdeshaw Street City Cemeteries (\$120,843.81 annually):
 - Mowing, trimming and edging grass
 - Weeding and weed-eating as required
 - Removing all litter and debris
 - Pruning all shrubbery and trees
 - Stump, brush and unsightly growth removal
 - Application of herbicides for weed control
- 4) Provide all supervision, labor, equipment and transportation needed to pick up roadside litter on Ross Clark Circle, all major streets and all call-ins (\$282,077.93 annually).
- 5) Provide for mowing grass around designated water wells, tanks, electrical substations, and designated sewage lift stations, twice each month for services provided during the growing season (\$62,285.05 annually).
- 6) Provide all supervision, training, labor, equipment and transportation necessary to perform the following cleanup of Rip Hewes Stadium after fall football games
 - Remove and transport all refuse to the City landfill.
 - Clean all bathrooms, locker rooms, referee rooms, ticket booths, and press box.
 - Clean stadium seating areas and common areas under bleachers.
 - Service both home and visitor sides after all varsity games
 - Service home side only on all non-varsity games
 - Complete all maintenance services prior to the next scheduled game.

(For Varsity games \$750 per event — \$1,000 if playoff game; for Non Varsity games \$300 per event. City will provide keyed access to all areas of operation, provide all paper products and hand soaps, handle parking lot maintenance and clean up, and establish administrative point of contact.
- 7) Provide a work instructor trained to work with individuals with vocational disabilities. A minimum of 50% of the workforce involved in this training shall be certified by a responsible agency as having a vocational disability.

- 8) Provide to the City on a monthly basis documentation verifying the personnel, classification, time worked, type work and location of work performed.
- 9) The Center will maintain workers compensation insurance as required by law.
- 10) The Center will maintain liability insurance for personal and bodily injury in an amount not less than:
 - \$1,000,000 for bodily injury to any one person per occurrence.
 - \$1,000,000 for personal and bodily injury for any one occurrence.
- 11) The Center will maintain liability insurance for property damage belonging to others in an amount not less than \$1,000,000 for one accident and subject to an aggregate amount not less than \$1,000,000.
- 12) The Center will maintain liability insurance for bodily injuries including death and/or damages to property belonging to others caused by automotive equipment, owned, hired or nonuse by Center in an amount not less than \$1,000,000 combined single limit liability for bodily injury and property damage for any one accident.
- 13) The Center will maintain a Fair Labor Standards Act Work Certificate permitting it to work with individuals with vocational disabilities.
- 14) The Center will maintain contact, cooperate and work closely with other agencies or organizations with similar purposes in an effort to improve the development of the City.

Specific guidance and requirements from the City shall be the responsibility of the Department of Leisure Services, Dothan Utilities, Dothan Police Department, General Services and the Public Works Department.

Witness our hands and seals this the _____ day of _____, 2016.

SEAL

Attest:

CITY OF DOTHAN

Tammy Danner
City Clerk

By: _____
Mike Schmitz
Mayor

Attest:

**WIREGRASS REHABILITATION
CENTER, INC.
A NON-PROFIT CORPORATION**

Res. No. _____, Entering into an agreement with the Wiregrass Rehabilitation Center, Inc., continued.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

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 Wiregrass Museum of Art was established by the City of Dothan in 1986; and

WHEREAS, the City provides the facility, as well as, certain maintenance of the facility along with an annual budget appropriation; and

WHEREAS, various resolutions throughout the years have assigned certain tasks to each party but responsibilities have not been clarified.

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

Section 1. That the attached Memorandum of Understanding will be made and entered into this date by and between the City of Dothan and the Wiregrass Museum of Art concerning the responsibility of the City and the Museum associated with the care and the maintenance of the museum building, grounds, etc., said MOU follows:

Memorandum of Understanding

This Memorandum of Understanding is made and entered into this date by and between the City of Dothan (hereinafter called the "City" and the Wiregrass Museum of Art (hereinafter called "Museum") concerning the responsibility of the City and the Museum associated with the care and maintenance of the museum building, grounds, etc.

A. City Responsibilities

1. HVAC: preventative maintenance, repair/replacement
2. Pest Control: monthly preventative spraying
3. Fire Alarm: repairs/replacement, manage system
4. Security Alarm: repairs/replacement, manage system
5. Elevators: repairs, manage service contract, annual inspection / Certificate of Operation (required by State)
6. Building: envelope (roof, walls, windows), electrical, plumbing, carpentry
7. Fire Sprinkler System: inspections/repairs
8. Exterior lights including bulb replacement, bulbs for specialty interior lights
9. Centennial Park water fountain maintenance and repairs
10. Sidewalks, parking lot curbing, asphalt, and striping
11. Storm drainage system maintenance
12. Property Insurance: payment of
13. Utilities: payment of electricity, water, sewer, and natural gas from yearly budget allocation

B. Museum of Art Responsibilities

1. Storage and care of collection
2. Care and maintenance of exterior collection pieces
3. Interior painting and repainting due to normal use of building

4. Fire Alarm: payment of monitoring, service, and communication fees
5. Security Alarm: payment of monitoring, service, and communication fees
6. Access Controls: repairs/replacement, manage system
7. Camera System: repairs/replacement, manage system
8. Building: replacement of light bulbs inside for standard light fixtures, furnishings, monitoring of temperature and humidity for HVAC
9. Grounds: maintenance/replacement of shrubs, grass, irrigation system, small fountains, landscape lighting
10. Centennial Park water fountain operation
11. Provide meeting space for City of Dothan functions at no cost when not already booked
12. Parking lot can be used for City events when Museum events are not scheduled at the same time
13. Notify General Services of any problems with the building, elevator, or pests
14. Fine Art insurance, General Liability insurance, D&O insurance, worker's comp insurance

In consideration of the mutual undertakings herein provide, the City and Museum do hereby agree to the above terms.

Said parties have caused this Agreement to be executed on this ___ day of _____, 2016.

City of Dothan

Museum of Art

Resolution No. _____, entering into a Memorandum of Understanding, continued

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, the City of Dothan, Alabama (the "City") enthusiastically supports and encourages economic development within the City in order to develop a solid and diverse local economy, to increase employment opportunities in the City, to broaden the City's tax base, to increase revenues, and to provide necessary and improved services to the citizens of the City, thereby improving the quality of life of its citizens; and

WHEREAS, Wayne Farms, LLC (the "Company") desires to develop, construct, and equip a new Variable Retention Freezer System (VRT) and Freezer to be located at the 808 Ross Clark Circle location in Dothan (the "Project"); and

WHEREAS, the Project would promote trade and commerce in the State of Alabama (the "State"), the City, Houston County, Alabama (the "County"), and surrounding areas; and

WHEREAS, in order to induce the Companies to develop, construct, and equip the Project, it is desirable and appropriate for the City to offer to abate certain state, county, and municipal ad valorem taxes, sales and use taxes, and mortgage and recording taxes with respect to the Project pursuant to the provisions of Act 92-599 enacted during the 1992 Regular Session of the Legislature of Alabama and now codified as Chapter 9B of Title 40 of the Code of Alabama (1975), as amended (herein called the "Tax Abatement Act").

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Dothan (the "Commission") as follows:

Section 1. Pursuant to the Tax Abatement Act, the Commission hereby grants to the Company abatements of: Noneducational Construction Related Transaction Taxes and Mortgage and Recording Taxes associated with the Project to the fullest extent allowed under the Tax Abatement Act; Noneducational Ad Valorem Taxes imposed by the State and the County for a period of 10 years for each piece of property acquired by the Company for the Project, said abatement to commence for each individual parcel acquired on the October 1st following the date on which each such parcel of property is acquired, and the Company is deemed the owner for federal income tax purposes, by the Company; and Noneducational Ad Valorem Taxes imposed by the City for a period of 11-20 years for each piece of property obtained by the Companies for the Project, said abatement to start on a property-by-property basis on the October 1st following the date on which such property is or becomes owned, for federal income tax purposes, by the Company. The terms "Noneducational Construction Related Transaction Taxes," "Mortgage and Recording Taxes," and "Noneducational Ad Valorem Taxes" shall have the same meanings herein as in the Tax Abatement Act.

Section 2. The Mayor of the City is hereby authorized to execute and deliver, for and in the name of and on behalf of the City, a "Tax Abatement Agreement," to provide for the abatements granted under this resolution, between the City and the Company.

Res. No. _____, continued.

Section 3. The Mayor of the City is hereby further authorized and directed to execute and deliver such other ancillary documents as may be necessary to effect the transactions authorized by this resolution.

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

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, request for funding has been made by the Dothan Downtown Redevelopment Authority for assistance in funding the Porter Hardware Museum & Visitors' Center Project.

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

Section 1. That a cash appropriation in the amount of \$410,000.00 be made in FY 2016 to the Dothan Downtown Redevelopment Authority to provide funding for a one time amount of \$350,000.00 for capital expense and a one-time amount of \$60,000.00 for operating expenses. Said appropriations are to be budgeted in the Fiscal Year 2016 Budget and paid from the General Fund/General Admin Dept/Downtown Improvements/Miscellaneous, Account No. 001-0127-501.30-49.

Section 2. That this appropriation is made at the pleasure of the City Commission who reserves the right to terminate or modify such appropriation.

Section 3. That the Mayor and Finance Director-Treasurer of the City of Dothan, Alabama, are authorized and directed to pay this appropriation as invoiced with such to be charged against the appropriate account in Fiscal Year 2016.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, the City of Dothan has entered into an agreement with the State of Alabama for Westgate Parkway Sidewalk, Project No. TAPAA-TA15(922) at a cost share of 80/20 through Resolution No. 2015-245; and

WHEREAS, the total estimated cost is \$478,843.00 of which the total federal funding for the project including construction engineering and inspection (CE&I) shall not exceed a maximum sum of \$383,074.40 (80%) and the City of Dothan's share for the project including construction engineering and inspection (CE& I) is a total estimated cost of \$95,768.60; and

WHEREAS, the City of Dothan received bids on July 26, 2016, for Westgate Parkway Sidewalk, Project No. TAPAA-TA15(922); and

WHEREAS, Triple J Construction, LLC of Crane Hill, Alabama, submitted the lowest responsible bid in the amount of \$423,845.00; and

WHEREAS, said bid by Triple J Construction exceeds the original cost estimate in the agreement thereby making the City of Dothan's estimated cost to be \$98,195.60; and

WHEREAS, upon reviewing of the bids received, the Public Works Department recommends awarding the Westgate Parkway Sidewalk, Project No. TAPAA-TA15(922) to Triple J Construction, LLC of Crane Hill, Alabama.

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 awards the bid and enters into contract with Triple J Construction, LLC of Crane Hill, Alabama for the Westgate Parkway Sidewalk, Project No. TAPAA-TA15(922) in the amount of \$423,845.00 which said contract follows:



CONTRACT

THIS AGREEMENT made and entered into this 16th day of August,
(Day) (Month)
 Two Thousand Sixteen, by and between the
(Year written in words)
 City of Dothan, Alabama, party of the first part (hereinafter called the **Owner**)
 and Triple J Construction, LLC of
(Name of Contractor)
62 County Road 222, Crane Hill, AL 35053, party
(Mailing Address)
 of the second part (hereinafter called the **Contractor**), WITNESSETH:

WHEREAS, the **Owner** desires the construction of Project No. TAPAA-TA15(922); Westgate Parkway Pedestrian Sidewalk- A 5 foot sidewalk approximately 5,447 feet long and 4 inches thick from Morris Slingluff Elementary School to Northview Drive, (hereinafter called the **Project**), and the **Contractor** desires to furnish and deliver all the material and to do and perform all the work and labor for the said **Project**;

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and the sum of one dollar (\$1.00) by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The **Contractor** promises and agrees to furnish and deliver all the material and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the construction of the **Project** in the City of Dothan, Houston County, Alabama, known as Federal Aid Project Number **TAPAA-TA15(922)**, in strict and entire conformity with the provisions of the Contract, and the Notice to Contractors and the Proposal, and the Plans and Specifications (including Special Provisions) prepared by (or for) the **Owner**, the originals of which are on file with the **Owner**, and which said Plans and Specifications and the Notice to Contractors and the Proposal are hereby made a part of this Agreement as fully and to the same effect as if the same had been set forth at length in the body of this Agreement.

2. The **Owner** agrees and promises to pay to the **Contractor** for said Work, when completed in accordance with the Provisions of this Contract, the price as set forth in the said Proposal, amounting approximately to

Four Hundred Twenty-Three Thousand Eight Hundred Forty-Five dollars (\$ 423,845.00),
(Amount written in words) (Amount in numerals)

payments to be made as provided in said Specifications upon presentation of the proper certificates of the **Owner** and upon the terms set forth in the said Specifications and pursuant to the terms of this Contract.

3. The said work shall be done in accordance with the laws of the State of Alabama under the direct supervision, and to the entire satisfaction of the **Owner**, subject at all times to the inspection and approval of the United States Secretary of Transportation, or

his agents, and in accordance with the rules and regulations made pursuant to the Federal Highway Act and Acts of the Federal Congress, amendatory and/or supplementary thereto.

4. The decision of the **Owner** upon any question connected with the execution of this Agreement or any failure or delay in the prosecution of the Work by the said **Contractor** shall be final and conclusive.

5. The **Contractor** agrees to abide by ALDOT's "**Principles of Business Conduct**".

IN WITNESS WHEREOF, THE CITY OF DOTHAN, ALABAMA has caused these presents to be executed by its MAYOR and Triple J Construction, LLC
(Name of Contractor), the **Contractor**, has hereto set his hand and seal this the day and year above written.

ATTEST: CITY OF DOTHAN, ALABAMA,

City Clerk By: _____
as Mayor

NAME OF CONTRACTOR: Triple J Construction, LLC – Corporation
(Individual, Partnership, Corporation, or Joint Venture)

ALABAMA CONTRACTOR'S LICENSE NUMBER: 46101

By: (X) _____
Contractor's Signature

(X) _____
Witness

(Print Name)

(Print Name)

Title

Title

By: (X) _____
Contractor's Signature

(X) _____
Witness

(Print Name)

(Print Name)

Title

Title

By: (X) _____
Contractor's Signature

(X) _____
Witness

(Print Name)

(Print Name)

Title

Title

Resolution No. _____ entering into a contract with Triple J Construction, LLC, continued.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

Mayor

City Clerk

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, Shady Grove Mobile Estates, LLC is developing a piece of property outside the City limits at the intersection of Hagler Road and Hodgesville Road for Shady Grove Mobile Estates, LLC, a manufactured housing community; and

WHEREAS, Shady Grove Mobile Estates, LLC is requesting the City of Dothan to accept sanitary sewer flows from this development; and

WHEREAS, Shady Grove Mobile Estates, LLC is prepared to pay a sanitary sewer impact fee of \$22,912.00; and

WHEREAS, the City of Dothan Public Works department recommends accepting sanitary sewer flows for Shady Grove Mobile Estates.

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 Public Works department recommends accepting sanitary sewer flows for Shady Grove Mobile Estates, which said request follows:

**SHADY GROVE MOBILE ESTATES, LLC
POST OFFICE BOX 5509
DOTHAN, AL 36302
(334) 791-5311**

August 12, 2016

The Honorable Mike West, City Manager
City of Dothan, Alabama
Post Office Box 2128
Dothan, AL 36302

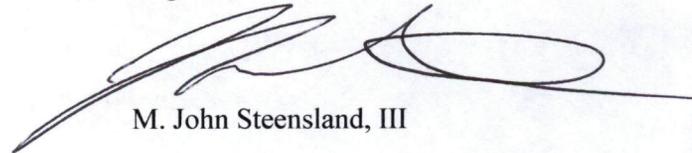
Dear Mr. West:

Please accept this writing as our request for the Dothan City Commission to consider and approve for the proposed Shady Grove Mobile Estates, LLC, an affordable manufactured housing community, to tie into as a privately owned and maintained sanitary sewer and become amalgamated into the City of Dothan sewerage disposal system. The Shady Grove Mobile Estates, LLC sanitary sewer is already installed and consists of some 550 feet in length with the appropriate house sewer service accouterments to service 16 manufactured housing units. The Shady Grove Mobile Estates, LLC is located on 4.4 acres, at the intersection of Hodgesville Road and Hagler Road some 3.1 miles south of Ross Clark Circle and outside the city limits of the City of Dothan for which the City of Dothan outfall connector sanitary sewer line traverses through the south end of the site. The principals in Shady Grove Mobile Estates, LLC are M. John Steensland, III, Esquire, and wife, Kelsey T. Steensland, M.D.

We understand that this proposed development is covered under the City of Dothan ordinance which mandates a sewerage treatment impact fee for developments which impact the City of Dothan sewerage treatment system. I further understand that currently the sewerage treatment impact fee is calculated based on \$7.16 per gallon of sewerage discharged per household per day. We are prepared to pay the estimated impact fee of \$22,912.00 in full upon approval of the City Commission

If this is acceptable, please place this proposal for action before the Dothan City Commission at your earliest convenience. Thank you for your attention in this matter.

Regards,



M. John Steensland, III



THE CITY OF DOTHAN

Public Works Department

POST OFFICE BOX 2128 · DOTHAN, ALABAMA 36302 · 334-615-4400

JERRY W. CORBIN, P.E.
PUBLIC WORKS DIRECTOR

CHARLES E. METZGER, P.E. August 2, 2016
Assistant Public Works Director

LARRY B. BAREFOOT, P.E.
Engineering Services

ERNEST F. STOKES, P.E.
Senior Civil Engineer

M. John Steensland, Jr., PE, PLS, JD
1500 Deerpath Road
Dothan, AL 36303

COPY

REF: Shady Grove Mobile Estates, LLC

Dear Mr. Steensland:

This office received your letter regarding sewerage treatment impact fees. The impact fee you referenced as \$7.16 per gallon per day is correct (\$7.36 per gallon beginning October 1, 2016). The sewerage usage is based upon an average 2 person per unit at an average water usage of 100 gallon per person per day which equates to 200 gallons per day per unit. There will be 16 total units at buildout which requires a total impact fee of \$22,912.00 to be paid. This fee will be due up front before this development can be tied to the City of Dothan sanitary sewer system if the City Commission agrees to accept the sanitary sewer flow. This fee will be the only impact fee paid for this development based on 16 total units on this site. We will not look at water usage in the future to adjust this impact fee.

The monthly sewerage treatment fee is currently \$5.33 per 1000 gallons of metered water. In October 2016, the rate will increase to \$5.83 per 1000 gallons and increases every October thereafter. If I may be of any assistance, please contact me at 615-4420.

Please provide a letter requesting the City of Dothan City Commission (per City of Dothan Code of Ordinances Chapter 102, Article IV, Division 4, Section 102 -338) accept the sanitary sewer flow from this development. Please note the average daily flow rate, peak flow rate and that you are prepared to pay the required impact fee of \$22,912.00 if the City Commission approves your request. Once received, we will place this item on the next available commission agenda for approval.

Sincerely,

Larry Bart Barefoot, P.E.
Engineering Services Manager

LBB/amd

C: Jerry W. Corbin, P.E., Public Works Director
Jonathan Lucas
Tyler Reeder

SHADY GROVE MOBILE ESTATES, LLC
MANUFACTURED HOME WATER CONSUMPTION STUDY
2014 AND 2015 TOWN OF TAYLOR WATER SYSTEM

SITE ANALYSIS - The two year study location is Oak Hill Mobile Estates, Trawick Road, Dothan 36305 - 40 Mobile Homes (30 three bedrooms and 10 two bedrooms) served through a master water meter with the mobile home park paying for furnishing water to the homes located within the park.

<u>Month</u>	<u>Year</u>	<u>Usage Gal/Month</u>
2014		
January	2014	235,500
February	2014	121,000
March	2014	159,500
April	2014	179,500
May	2014	145,500
June	2014	156,500
July	2014	229,000
August	2014	485,500
September	2014	240,500
October	2014	374,500
November	2014	187,000
December	2014	<u>188,000</u>
TOTAL		2,702,000 gal. / year

2014 ANALYSIS $2,702,000 \text{ gal.} \div 40 \text{ units} = 67,550 \text{ gal./unit} \div 365 \text{ days} = \mathbf{185 \text{ gal/unit/day}}$

2015		
January	2015	208,000
February	2015	166,000
March	2015	207,000
April	2015	243,000
May	2015	174,000
June	2015	198,000
July	2015	184,000
August	2015	314,000
September	2015	229,000
October	2015	195,000
November	2015	232,000
December	2014	<u>263,000</u>
TOTAL		2,613,000 gal./ year

2015 ANALYSIS $2,613,000 \text{ gal.} \div 40 \text{ units} = 65,325 \text{ gal./unit} \div 365 \text{ days} = \mathbf{179 \text{ gal/unit/day}}$

Prepared By M. John Steensland, Jr., PE, PLS, JD
Alabama Professional Engineer License Number 12220
1500 Deerpath Road
Dothan, AL 36303
(334) 685-0889



PROPOSED SHADY GROVE MOBILE ESTATES

Located 3.1 Miles South of Ross Clark Traffic Circle

16 Manufactured Home Sites

4.4 Acres

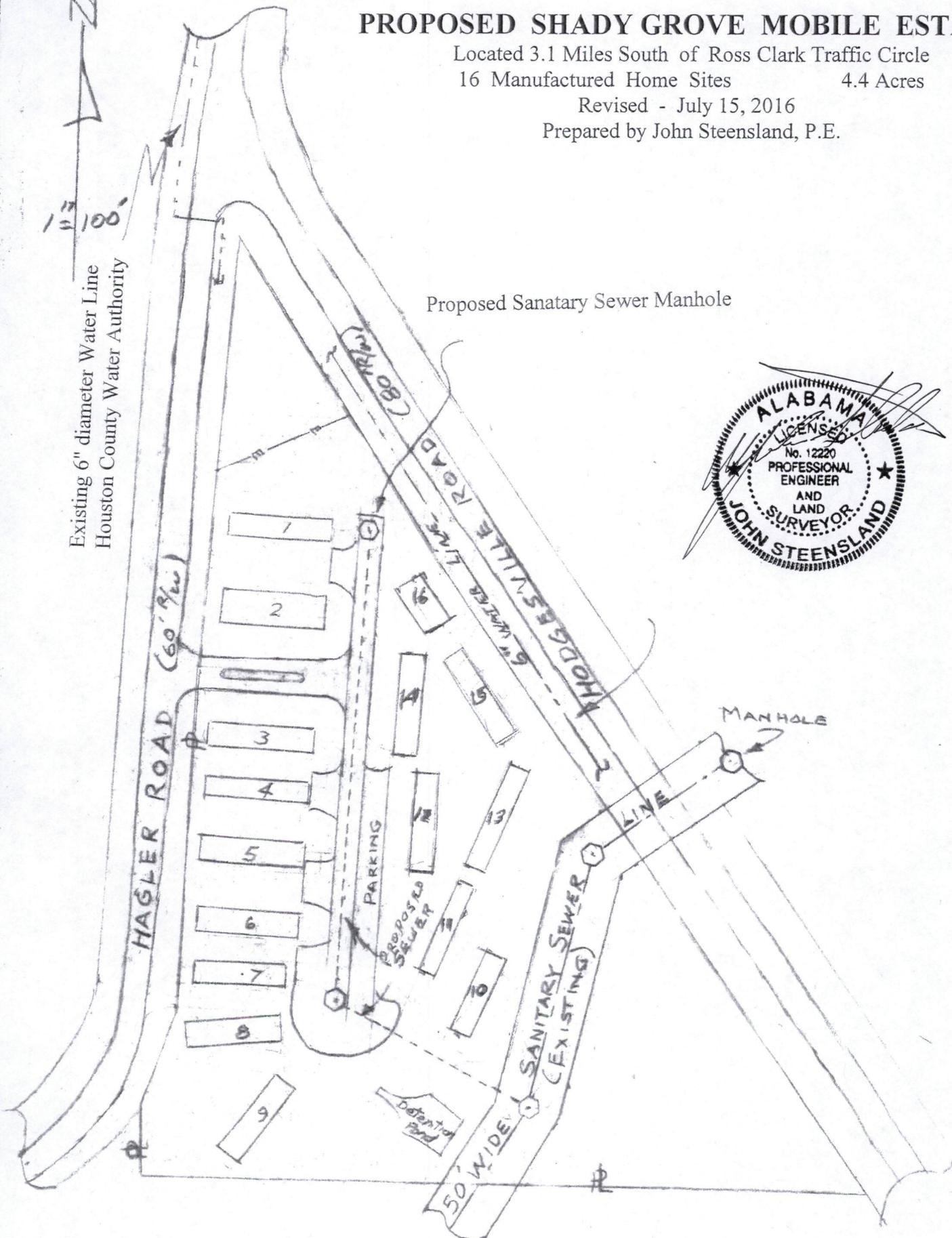
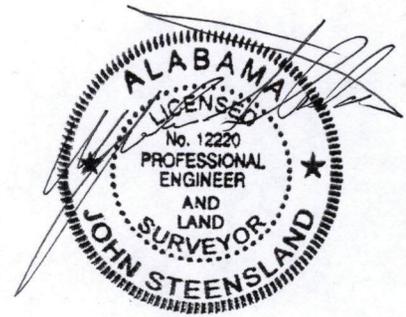
Revised - July 15, 2016

Prepared by John Steensland, P.E.

1" = 100'

Existing 6" diameter Water Line
Houston County Water Authority

Proposed Sanitary Sewer Manhole



Res. No. _____, accept sanitary sewer flows for Shady Grove Mobile Estates, continued.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, the City of Dothan had a fuel release at the City Shop Complex; and

WHEREAS, a remedial effort is required to clean up the release; and

WHEREAS, the Alabama Department of Environmental Management (ADEM) has determined the site is eligible for Trust Fund Participation in the remedial effort; and

WHEREAS, to receive Trust Fund Participation, the remedial effort will be required to be performed by an approved Trust Fund Contractor and the City of Dothan will pay the first \$10,000 of eligible response action costs with the Trust Fund paying all other eligible action costs; and

WHEREAS, the City of Dothan desires to select CFM Group, LLC., a Polyengineering Company, and approved Trust Fund Contractor, to perform the remedial effort.

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 Public Works and General Services Departments recommend to enter into contract with CFM Group, LLC., a Polyengineering Company, to perform the required remedial effort, which said contract follows:

CONTRACT

STATE OF ALABAMA

COUNTY OF HOUSTON

CITY OF DOTHAN

This AGREEMENT made at Dothan, Alabama this _____ day of _____, by and between _____ the CITYOF DOTHAN, AL _____, hereinafter called the OWNER, and CFM GROUP, LLC, a POLYENGINEERING Company, hereinafter called the ENGINEER.

WITNESSETH THAT: WHEREAS, the OWNER intends to comply with the ADEM Administration Code 335-6-15 and 16 in the investigation and remediation of the reported petroleum release on the site, _____ City Shop Transportation Department _____, located at _____ 671 Ross Clark Circle, East _____, _____ Dothan, AL 36301 _____.

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

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

ARTICLE I: The ENGINEER agrees to furnish and perform the various professional services required and authorized by the Alabama Department of Environmental Management (ADEM) for the planning, design and remediation of the above reported petroleum release as follows:

1. Meet with the OWNER or his representative when required or necessary for consultation or conferences.
2. Prepare cost proposals for review and approval.
3. Perform investigative and corrective actions as requested by the Alabama Department of Environmental Management.
4. Develop and implement a corrective action plan for the remediation of the subject site, if required.
5. Provide various services as required:

- a. Sampling and laboratory analysis
- b. Engineering and surveying
- c. Geological services
- d. Geotechnical engineering services
- e. Coordination of subcontractors
- f. Preparation and submittal of reports
- g. Insurance will be provided as noted on the attached certificate
- h. Removal of all waste generated at the site pursuant to this Contract.

ARTICLE 2: The OWNER agrees to compensate ENGINEER for services as follows:

1. For services rendered as detailed on the scope of work and cost proposals submitted to and approved by the OWNER and the Alabama Underground Storage Tank Trust Fund.
2. Payment for invoices shall be made as follows:

For services rendered upon completion of field services to include, but not limited to, professional services, surveying (site and/or soil gas), soil borings, well construction, sample collection and analysis, payment shall be made within thirty (30) days of the submission of the invoice to the OWNER for services rendered.

For services rendered in connection with the investigation and design phase of the project, payment shall be made within thirty (30) days of the submission of the investigative or design report to the OWNER.

For services rendered in connection with the implementation, operation, and maintenance of the corrective action system, payment shall be made monthly as the work progresses.

The amounts of compensation will be adjusted up or down in accordance with the U. S. Cost of Living Index over a period of one (1) year from date of contract. The adjustment will reflect on work performed after the adjustment date.

Should OWNER object to any invoice, OWNER shall notify ENGINEER in writing within ten (10) working days. Notification shall itemize and explain in detail all objections. Any amount which is non-questionable shall be paid according to the above.

Contracted services shall be invoiced at cost plus ten (10) percent.

The ENGINEER will first seek reimbursement for services performed from the Alabama Underground Storage Tank Trust Fund prior to seeking reimbursement from OWNER.

The ENGINEER will advise OWNER prior to performing any work that is not covered by the Alabama Underground Storage Tank Trust Fund and shall not proceed with such work until authorized to do so, in writing, by the OWNER.

ARTICLE 3: OWNERS RESPONSIBILITIES

1. Furnish data prepared by others, including without limitation, property, boundary, easement, right-of-way, topographic and utility surveys with descriptions and known restrictions, and other special data; all of which ENGINEER may rely upon in performing services hereunder.
2. Make available to ENGINEER all information known to OWNER concerning the location of underground services, conduits, pipes, tanks and other obstructions pertinent to the services hereunder.
3. Arrange for access to, and assist in, making provisions for ENGINEER to enter upon public and private property as required to perform services under this agreement.
4. Designate in writing a person to act as OWNER'S representative with respect to services to be rendered under this agreement. Such person shall have complete authority, receive information, interpret and define OWNER'S policies and decisions with respect to ENGINEER's services.
5. Furnish a representative to coordinate field explorations with project needs and assist ENGINEER in locating field explorations and tests.
6. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or times of ENGINEER's services.
7. OWNER represents to ENGINEER that there are no known or suspected hazardous substances other than the reported petroleum release, including but not limited to asbestos, hazardous wastes and toxic or radioactive materials, to which ENGINEER will or may be exposed in performing services at the site of the project.

ARTICLE 4: TERMINATION

This agreement may be terminated in whole or in part by either party for good cause upon delivery of ten (10) days written notice of intent to terminate. In the event of any termination, ENGINEER shall be paid for services rendered on the basis of the portion of work completed prior to termination plus all direct and non-cancellable expenses resulting from such termination for OWNER's convenience.

ARTICLE 5: PROFESSIONAL LIABILITY; EXCLUSION OF WARRANTIES

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, MADE BY ENGINEER IN THIS AGREEMENT OR IN ANY REPORTS, OPINIONS, OR OTHER DOCUMENTS FURNISHED BY ENGINEER UNDER THIS AGREEMENT, OR OTHERWISE. Because subsurface conditions may vary from those encountered in borings, surveys or explorations, and because conclusions must be based upon such information as it is available, ENGINEER shall not be liable for the results of services performed with our normal care and skill.

ENGINEER's work and services will be performed in accordance with applicable laws and regulations and shall conform to industry standards. OWNER and the State of Alabama shall be entitled to rely on information submitted to the State of Alabama pursuant to this Contract.

ARTICLE 6: PROFESSIONAL INSURANCE

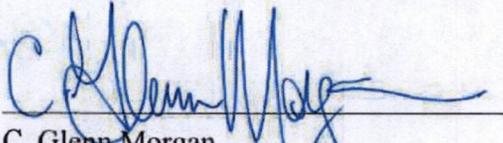
ENGINEER certifies that the firm is covered by errors and omissions liability insurance with a minimum coverage of \$1,000,000 per claim (or occurrence) with a \$2,000,000 policy year aggregate, that the OWNER will be named as a Certificate Holder and the insuring insurer will

endeavor to provide 30 days written notice to the OWNER should the errors and omissions liability insurance be cancelled before the expiration date thereof. As to the OWNER, ENGINEER specifically waives any dollar amount limitations on liability up to \$1,000,000 and further waives any right to indemnification by the OWNER.

IN WITNESS WHEREOF, the OWNER and ENGINEER have executed this

Contract on _____, 2016.

CFM GROUP, LLC
A POLYENGINEERING Company



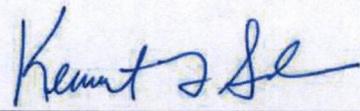
C. Glenn Morgan
CHAIRMAN OF THE BOARD

CITY OF DOTHAN, AL

Mike Schmitz
MAYOR

ATTEST:

ATTEST:



Kenneth L. Sanders
SECRETARY

Tammy Danner
CITY CLERK

Address:
CFM Group, LLC
A Polyengineering Company
2135 University Blvd, Suite A
Tuscaloosa, AL 35401
Attn: Darral Kirby

Address:
City of Dothan
P.O. Box 2128
Dothan, Alabama 36302
Attn: Ernest Stokes

Res. No. _____, enter into contract with CFM Group, LLC., a Polyengineering Company, to perform the required remedial effort, continued.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

Resolution No. _____

Whereas, the Telecommunications Act of 1996 has been updated on numerous occasions since it was originally adopted; and,

Whereas, the city ordinance regulating telecommunication facilities has not been updated since it was adopted in 1997; and,

Whereas, the Center for Municipal Solutions offers consulting services at no cost to assist communities to develop and administer a telecommunication ordinances that comply with federal standards.

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

Section 1. That the Mayor is hereby authorized to enter into a no-cost contract with the Center for Municipal Solutions to prepare a revised telecommunications ordinance that meets federal standards and administer said ordinance on behalf of the city, which said agreement follows:

AGREEMENT

This agreement made and entered into this _____ day of _____, 2015 by and between MONROE TELECOM ASSOCIATES, LLC d/b/a THE CENTER FOR MUNICIPAL SOLUTIONS (herein after referred to as Consultant) mailing address: 3113 Billiard Ct., Wake Forest, North Carolina 27587 party of the first part, and the City of Dothan, Alabama, (hereinafter referred to as Client) 126 N. Saint Andrews Street, Dothan, Alabama 36303, party of the second part.

Consultant and Client, for the consideration named, hereby agree as follows:

1. PURPOSE

Client hereby retains Consultant for the purpose of assisting, advising and representing Client on matters relating to the preparation of a Wireless Telecommunications Facilities Local Ordinance for Client, and reviewing and analyzing applications received by Client for Wireless Telecommunications Facilities. The consultant is not a real estate broker or agent. All real estate brokerage services, if any, shall be performed by the Client or the Client's attorney.

2. SPECIFIC SERVICES: LOCAL ORDINANCE

As soon as possible after the execution of this agreement, Consultant shall prepare and deliver to Client for use by Client a comprehensive Wireless Telecommunications Facilities Local Ordinance (hereinafter referred to as Ordinance). Subsequently, in consultation with designated officials of Client, Consultant shall devote up to five (5) working hours to draft and deliver to Client, as may be requested, legally permissible revisions to the Ordinance, prior to the public hearing relating to the adoption of the Ordinance. Consultant shall attend one meeting with Client, which Client will schedule in connection with the adoption of the Ordinance.

3. SPECIFIC SERVICES: SERVICES DURING PROCESSING OF APPLICATIONS

The Consultant shall furnish appropriate Wireless Telecommunications Facilities permit application review and analysis and siting assistance and advice to Client and Client's officials involved in the processing of applications for Wireless Telecommunications Facilities, and, in connection therewith, shall:

- (a) Review all applications filed with Client for Wireless Telecommunications Facilities and any support structures;
- (b) Assist and advise Client as regards all applications, to include attending meetings with the Applicants and/or Client's staff and/or officials as required;
- (c) Recommend in writing to Client whether a particular application should be approved or disapproved, or an alternative sought, and set forth in writing the reasons for such; and,
- (d) Pre-operational inspections of the construction of the facility and in writing recommend when/if the certificate of compliance or a functional equivalent should be issued.
- (e) Consultant shall, in conjunction with Client's Attorney and/or staff, advise and assist in the negotiation of all leases for the use of Client-owned property or facilities by wireless communications entities or persons at its normal hourly rate, with such cost to be paid out of the Applicant's escrow deposit or a written commitment by the potential lessee to reimburse Client for the cost of services incurred on behalf of Client.

4. TIMES AND ATTENDANCE: COOPERATION BY CLIENT

Consultant shall perform the services described herein in as expeditious a manner as is reasonably possible and with due consideration of the time requirements of Client. Client recognizes that the timing of the performance of Consultant's services may be affected by previous commitments to other clients (including the delivery of promised services and work product and previously scheduled meetings), and situations normally and traditionally deemed to be matters of a force majeure nature, including those influenced by the weather, strikes, or power outages.

Client agrees to cooperate with Consultant, as needed, and to provide Consultant with copies of any records, documents and other information needed for the fulfillment of this agreement on a timely basis. Client further agrees to provide Consultant with access to appropriate officials and/or employees of Client, as may be needed in the fulfillment of the agreement. Moreover, both parties understand and agree that mutual accountability and responsiveness is critical to the successful completion of the project, and therefore both shall always make their best faith efforts to be accountable and promptly responsive to each other.

5. COMPENSATION

In payment for the services to be performed hereunder by Consultant, Client shall make payments to the Consultant as follows:

- (a) For the services to be performed by the Consultant pursuant to paragraph 2 hereof, there shall be no hourly charge for up to five (5) hours of work time. Time beyond five hours customizing the draft ordinance or attendance at more than one meeting related to the customization, consideration or adoption of the Ordinance shall be billed at the Consultant's normal hourly rate. Based on prior experience, Consultant feels that this should be sufficient time to prepare an Ordinance that will meet Client's needs. Therefore, Consultant anticipates that, absent extraordinary circumstances, there will be no charge to Client for the preparation of the Ordinance. Compensation for attendance at and participation in a hearing for consideration of adoption shall be limited to \$500.00, plus reimbursement of actual out-of-pocket expenses incurred vis-à-vis the hearing.

- (b) For the services to be performed by Consultant pursuant to paragraph 3 hereof, Client shall pay Consultant its normal published hourly rate (which at the date of this agreement is \$250.00 per hour, but is subject to reasonable change over time) for each hour of time devoted by Consultant to the performance of such services. For time spent traveling by Consultant in conjunction with the performance of such services Client shall pay Consultant only 50% of the Consultant's normal published hourly rate.
- (c) The draft Ordinance as initially provided to Client shall require an applicant to pay, in advance of any work related to the application or the application process, a deposited sum to be placed in an escrow account under Client's control to assure that work related to an application or inspection shall not cost Client or its taxpayers anything.
- (d) Consultant shall invoice Client regularly, but no less frequently than monthly, after services have been performed, for any compensation payable pursuant to paragraph 5(b) of this agreement. Such invoices shall be due and payable upon receipt, but in no case later than thirty (30) days.

6. REIMBURSEMENT FOR EXPENSES

For services performed hereunder, Client shall reimburse Consultant, for out-of-pocket expenses for the following items:

- (a) Travel-related costs such as airfare, car rental, night lodging accommodations and meals consumed while on-site or enroute;
- (b) Expedited or overnight delivery service;
- (c) Any other reasonably necessary expenses directly related and attributable to the fulfillment of this agreement.

Consultant's requests for expense reimbursement shall be included in Consultant's invoice at actual cost, with no markup.

7. TERM OF AGREEMENT; TERMINATION

This agreement shall be for a period of a minimum of three (3) years commencing on the date set forth at the top of page one (1) of this agreement. In the event that the Consultant refuses or fails to provide services hereunder with due diligence, or is guilty of a substantial violation of any provision of this agreement, Client shall send Consultant thirty (30) day written notice that the agreement will be terminated. After the three (3) year period, the agreement will continue automatically on a month-to-month basis, unless terminated in writing by either party with thirty (30) day notice.

8. STATUS OF CONSULTANT

Consultant and Client agree that in the performance of Consultant's services hereunder, Consultant shall not be deemed to be an employee of Client for any purpose whatsoever, nor act under Color of State.

9. NOTICES

Any and all notices, invoices, and payments required hereunder shall be addressed to the parties at their respective addresses set forth in page 1 hereof, or to such other address as may hereafter be designated in writing by either party hereto.

10. CONSTRUCTION OF AGREEMENT

This agreement shall be construed and interpreted in accordance with the Laws of the State of

11. COMPLETE AGREEMENT; MODIFICATION

There are no terms, conditions or obligations other than those contained herein, and there are no written or verbal statements or representations, warranties or agreements with respect to this Agreement that have not been embodied herein.

This agreement constitutes the complete understanding of the parties with respect to the subject matter hereof. No modification or amendment of any provisions of this agreement shall be valid unless in writing and signed by both parties.

IN WITNESS THEREOF, the Consultant and Client by individuals duly authorized to do so, have signed this agreement, the day and year first above written.

By: CONSULTANT
 L.S. Monroe
 The Center for Municipal Solution

By: CLIENT

 _____ (printed)
 Title: _____

Res. No. _____ entering into a contract with Center for Municipal Solutions, continued.

Section 2. That the Department of Planning and Development is tasked with working with the Center for Municipal Solutions to revise the current telecommunications ordinance and recommend a revised ordinance for adoption.

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 Central Alabama Safe Streets Task Force works with local law enforcement departments in investigative/prosecution or like circumstances; and

WHEREAS, the Dothan officers assigned to the Central Alabama Safe Streets Task Force will participate and assist the Federal Bureau of Investigation; and

WHEREAS, the Federal Bureau of Investigation will reimburse for overtime expenditures related to the Central Alabama Safe Streets 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 accepts a grant award from the Federal Bureau of Investigation for reimbursement of overtime expenditures related to the Central Alabama Safe Streets Task Force in the amount of \$17,548.00.

Section 2. That the sum of \$17,548.00 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 Central Alabama Safe Streets 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 \$17,548.00 in FY 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

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 the utilization of seizure funds to be used to pay various allowable expenditures for Police Department operations in the amount of \$10,623.00 and listed in Schedule "A", which is attached to and made a part of this resolution.

Section 2. That the sum of \$5,250.00 be appropriated in FY 2016 to Information Technology Department/Other Services & Charges/Maintenance/Repair-Outside, Account Number 001-0328-503.30-36 for police vault evidence tracker. That the sum of \$5,373.00 be appropriated in FY 2016 to Police Department/Other Services & Charges/Professional Services, Account Number 001-1201-512.30-42 for District Attorney's 20% of seizure sales. These appropriations are to be funded by increasing the General Fund/Public Safety/Dothan/State Drug Seizure Fund, Account Number 001-0000-351.03-00 by the sum of \$10,623.00.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

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

Section 1. That the City of Dothan agrees to make application to the Alabama Beverage Control Board for a Special Retail License – more than 30 days (on premise) for the sale of alcohol during events held at the Dothan Civic Center.

Section 2. That the Performing Arts Director is authorized to sign any and all documents required to make said application.

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, many Alabamians experience difficulty in paying their utility bills; and

WHEREAS, the City of Dothan has participated for several years in a Low Income Home Energy Assistance Program (LIHEAP), through the State of Alabama Department of Economic and Community Affairs; and

WHEREAS, it is the desire of the City to participate in the Fiscal Year 2017 Program.

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 State of Alabama Department of Economic and Community Affairs to accept payments from ADECA for eligible households under the Low Income Home Energy Assistance Program (LIHEAP), for the period of October 1, 2016 through September 30, 2017, which said agreement follows:

STATE OF ALABAMA HOME ENERGY
SUPPLIER AGREEMENT
LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)

The undersigned (hereinafter referred to as the COMPANY) hereby agrees to the following terms and conditions of the Alabama Department of Economic and Community Affairs (hereinafter referred to as the DEPARTMENT) in order to participate in the LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) for the period of October 1, 2016 through September 30, 2017.

- (1) The Department, through its administering LIHEAP agencies, shall notify the Company of each eligible household and the amount of assistance to be paid on behalf of the household.
- (2) The Company shall charge the eligible household, in accordance with the Company's normal billing process, the difference between the actual cost of home energy and the amount of the payment made by the Department through LIHEAP.
- (3) The Company shall not treat adversely any eligible household in regard to terms and conditions of sale, credit, delivery, or price either in the costs of goods supplied or the services provided because of such assistance on behalf of an eligible household.
- (4) The Company agrees that any payment amount made by the Department or its administering LIHEAP agencies, and accepted by the Company, shall result in a prompt and timely fuel delivery, or the continuation or restoration of the home energy supply for a period of not less than thirty (30) days from the date the Company receives official notification from the local administering LIHEAP agency of the payment. Notification shall include, but may not be limited to, the receipt by the Company of the Company's copy of the LIHEAP-101 application form, and shall constitute a commitment on the part of the local administering LIHEAP agency for the payment of the home energy delivered or otherwise provided. The Company shall not be required to make more than one delivery to an eligible household within a thirty (30) day period.
- (5) The Company agrees that the entire LIHEAP payment will be credited to the eligible household's account immediately upon receipt of the payment, regardless of whether the LIHEAP payment results in a credit balance on the account. The balance shall remain on the eligible household's account until it is depleted or until the account is otherwise closed.
- (6) The Company agrees to refund to the local administering LIHEAP agency any remaining LIHEAP funds balance when the household's account is closed. Such refunds are to be made payable to the local administering LIHEAP agency and mailed within forty-five (45) days of the account's closing date. The Company shall include the household account name and account number for reference purposes.
- (7) The Company agrees to cooperate with the Department's monitoring of this Agreement, including the Department's monitoring of documentation of energy supplied to eligible households. The Company shall observe its usual and customary practices governing the release of household account information. If requested by the Department, the Company shall provide account data including, but not limited to, annual energy costs and annual energy consumption, as authorized by the household's LIHEAP.
- (8) The Company agrees to not discriminate based on race, color, religion, sex, age, national origin, or disability in its implementation of this Agreement.
- (9) The Company agrees 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 No. 26. The Company further agrees that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void. The Company'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.

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.

- (10) By signing this agreement, 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.

(Company)

(Signature of Authorizing Official)

(Address)

(Date)

(City, State, Zip)

(Contact Person)

(City, State, Zip)

(Telephone Number)

(Email address)

Res. No. _____ Entering into an agreement with the State of Alabama Department of Economic and Community Affairs (ADECA) to accept payments under the Low Income Home Energy Assistance Program 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, 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 July, 2016 in the amount of \$15,903,745.94.

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

FY 2016 - City of Dothan Monthly Accounts Payable Invoices

Below are Larger Vendor Payments which are Included in Monthly Totals in First Shaded Box													
Month	Total Amount	AMEA			U S Department of Energy			Crestwood		BCBS**		RSA*	
		Monthly Amt	Wire Date	Monthly Amt	CK Date	Monthly Amt	CK Date	Monthly Amt	Wire Date	Monthly Amt	Wire Date	Monthly Amt	Pay Period Ending Dates
October	\$ 15,147,750.94	\$ 6,112,573.02	10/29/15	\$ 562,645.70	10/15/15	\$ 146,320.33	10/15/15	\$ 1,132,617.70	10/30/15	\$ 1,059,946.18	10/3/15 & 10/17/15		
November	11,029,310.48	3,856,523.17	11/30/15	545,745.11	11/12/15	16,365.20	11/19/15	852,811.02	11/30/15	1,066,186.60	10/31/15 & 11/14/15		
December	12,121,661.99	3,409,688.37	12/29/15	576,866.75	12/22/15	92,806.03	12/22/15	937,707.62	12/31/15	1,589,182.01	11/28/15, 12/12/15 & 12/26/15		
January	10,597,880.15	3,557,908.84	1/29/16	572,300.65	1/14/16	(727.18)	1/14/16	930,619.11	1/31/16	1,065,088.87	1/9/16 & 1/23/16		
February	12,432,281.48	4,732,481.66	2/29/16	660,486.70	2/11/16	96,768.63	2/18/16	756,681.96	2/29/16	1,102,216.52	2/6/16 & 2/20/16		
March	13,995,395.37	4,292,009.80	3/29/16	569,410.38	3/10/16	96,499.23	3/17/16	1,417,319.01	3/31/16	1,076,303.81	3/5/16 & 3/19/16		
April	10,775,523.59	3,432,710.41	4/29/16	556,870.01	4/19/16	87,014.09	4/19/16	1,138,470.34	4/30/16	1,056,079.94	4/2/16 & 4/16/16		
May	12,220,970.30	3,907,695.01	5/31/16	543,437.76	5/19/16	91,702.57	5/19/16	1,100,993.86	5/31/16	1,061,458.38	4/30/16 & 5/14/16		
June	14,154,574.34	5,780,682.09	6/29/16	524,622.81	6/16/16	152,009.14	6/16/16	949,144.70	6/30/16	1,059,187.81	5/28/16 & 6/11/16		
July	15,903,745.94	6,602,506.71	7/29/16	532,801.57	7/19/16	80,573.81	7/19/16	1,116,552.11	7/31/16	1,584,144.15	6/25/16, 7/9/16 & 7/23/16		
August													
September	\$ 128,379,094.58	\$ 45,684,779.08		\$ 5,645,187.44		\$ 859,331.85		\$ 10,332,917.43		\$ 11,719,794.27			
Average	\$ 12,837,909.46			Power Purchase	\$ 52,189,298.37				8.05%		9.13%		
				40.65%					% of Total Accounts Payable		% of Total Accounts Payable		
				% of Total Accounts Payable							Includes Employer Contribution & Employee Payroll Deduction		

*Check typed according to payroll ending date.

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

RESOLUTION NO. _____

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

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

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
August 16, 2016
EXHIBIT "A"
BIDS TO BE AWARDED

DEPARTMENT	BID#	#ITB	ITEM	VENDOR	AMOUNT
Dothan Utilities Electric	14-046	20	Circuit Reclosers: <i>Pole Mount Reclosers:</i> Quantity 3 (more or less) Unit Price: \$ <u>17,053.00</u> Total Price: \$ <u>51,159.00</u>	G & W Electric Co. Bolingbrook, IL. c/o Power Connections, Inc. Dothan, AL.	See Price In Description
Public Works Environmental	14-055	13	Construction & Demolition Waste Disposal: Quantity 6,667 (more or less) Unit Price: \$ <u>13.50</u> Total Price: \$ <u>90,000.00</u>	Omussee C & D Landfill Dothan, AL.	See Price In Description
Public Works Street	16-056	22	Riprap Class I & II: Class I: Quantity to be Purchased as Needed Unit Price: \$ <u>32.00</u> Per Ton Class II: Unit Price: \$ <u>32.00</u> Per Ton	Columbus Quarry, LLC. Fortson, GA.	See Price In Description
Public Works Street	16-058	16	Rebar & Wire Mesh Mats²: Rebar: Quantity 494 (more or less) Unit Price: \$ <u>10.55</u> Total Price: \$ <u>5,211.70</u> Wire Mesh Mats: Quantity 125 (more or less) Unit Price: \$ <u>48.00</u> Total Price: \$ <u>6,000.00</u>	Wells Supply, Inc. Dothan, AL.	See Price In Description

OTHER PURCHASES over \$15,000

DEPARTMENT	ITEM	VENDOR	AMOUNT
Dothan Utilities Wastewater Treatment	Influent Pump Replacement for Little Choctawhatchee: Quantity 1 Unit Price: \$ <u>40,357.55</u>	Integrated Power Systems Charlotte, NC.	\$ 40,357.55

OTHER PURCHASES over \$15,000

DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services for Public Works Street Division	8 ton Falcon Asphalt Body: Purchase Using National Joint Purchasing Association (NJPA) co-operative contract #113012 FRM Quote # OX051116-955-5CS. Replacing vehicle 9006 Quantity 1	Truck Equipment Sales Mobile, AL.	\$ 81,215.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
Administration Legal	Professional Services Project Number: 850310, Defense of EPA Enforcement Action through 6/30/16 ³	King & Spalding Atlanta, GA	\$ 2,879.42
DEPARTMENT	ITEM	VENDOR	AMOUNT
Administration Legal	Professional Services ³ Claim Number 2003132, Personnel Board v Ivan K. Gray through 6/30/15	Maynard, Cooper & Gale, Birmingham, AL	\$ 4,351.88

Notes:

¹ITB-Invitations to Bid

² Purchases of \$11,130.00 were made this fiscal year with informal quotes for rebar and wire mesh mats. So, a formal bid was required for these additional purchases, which will make the total amount exceed \$15,000 this year.

³ Legal expenses have exceeded \$15,000 for this case.

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

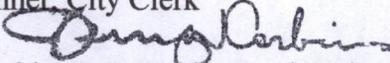
BOARD OF CITY COMMISSIONERS

EXHIBIT "A"

<u>NAME</u>	<u>CONFERENCE</u>	<u>AMOUNT</u>
Shan Ash Gregory Hutcheson	Alabama Association of Fire Chiefs 2016 Summer Conference Orange Beach, AL	\$ 1,558.20
Patty Poole Ashley Armstrong	2016 ALEA-CJIS Conference Orange Beach, AL	\$ 1,075.07
Larry H. Williams, Jr.	Alabama Association of Fire Chiefs Summer Conference Perdido Beach Resort Orange Beach, AL	\$ 1,001.15
Bryan Gantt	International Association of Electrical Inspections Birmingham, AL	\$ 741.36
Britni Connell Rosalinda Grace Lorena Guttowsky Angie Lowe Tony Thorne	Fall Camporee at Camp Ascca Jackson Gap, AL	\$ 300.00
Robert Apida	ITRON User Conference Orlando, FL	\$ 2,896.00
Mitchell Anderson Garrett Hall David McQuain Jacob Williamson	AREA's Lineman Apprentice Lineworker Training – Construction Lab 2 Montgomery, AL	\$ 5,716.00
Rose Evans-Gordon	Fall Municipal Law Conference Orange Beach, AL	\$ 796.00
Rose Evans-Gordon Tonja Minnifield	2016 Municipal Court Summit Birmingham, AL	\$ 870.92

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

MEMORANDUM

TO: Tammy Danner, City Clerk

FROM: Jerry W. Corbin, P.E., Public Works Director
DATE: August 11, 2016
SUBJECT: Document for Commission Agenda – an ingress/egress and utility easement at the intersection of East Burdeshaw Street and Ross Clark Circle to maintain, repair and upgrade said utility facilities.

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

Easement


Wayne Farms, LLC

Account No. 001-2325-523.30-42

JWC/LBB/amd
Attachments

Prepared by Marsh & Cotter, LLP., PO Box 310910, Enterprise, Alabama 36331

STATE OF ALABAMA)

COUNTY OF HOUSTON }

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten dollars (\$10.00) and other good and valuable consideration paid to Wayne Farms LLC, hereinafter referred as "Grantor" (whether one or more) by the City of Dothan, a municipal corporation, hereinafter referred to as "Grantee," the receipt of which is hereby acknowledged, Grantor, its successors and/or assigns, hereby grant, bargain, sell, transfer, and convey unto the Grantee, its successors, and assigns, a non-exclusive 30' wide ingress and egress and utility easement, together with the right to enter thereon and to maintain and repair said easement, and the improvements and appurtenances related thereto, being situated in Houston County, Alabama and being described as follows:

INGRESS/EGRESS & UTILITY EASEMENT

A 30' wide ingress/egress and utility easement in the City of Dothan, Houston County, Alabama and being more particularly described as follows: COMMENCING at a 1" iron pipe found marking the purported SW corner of the SE 1/4 of the SW 1/4 of Section 17, T3N, R27E; thence N00°12'03"E, for a distance of 65.46 feet to an iron pin set (IPS) (1/2" rebar, cap CA-0018-LS) marking the intersection of the North Right-of-Way (R/W) line of E. Burdeshaw Street (R/W varies) and the East R/W line of Walker Street (R/W varies); thence along the North R/W line of E. Burdeshaw Street along a curve to the right having a radius of 918.84 feet and an arc length of 27.83 feet, with a chord bearing and distance of N89°41'39"E, 27.82 feet to a 6" x 6" broken concrete monument found; thence continuing along said R/W line N86°00'37"E, for a distance of 63.20 feet to an IPS and the POINT OF BEGINNING; thence leaving said R/W line N00°34'07"E, for a distance of 240.23 feet to an IPS; thence S89°25'53"E, for a distance of 132.06 feet to an IPS on the West R/W line of Ross Clark Circle (250' R/W); thence along said R/W line along a curve to the right having a radius of 7688.11 feet and an arc length of 30.14 feet, with a chord bearing and distance of S05°02'02"E, 30.14 feet to an IPS; thence leaving said R/W N89°25'53"W, for a distance of 105.00 feet to an IPS; thence S00°34'07"W, for a distance of 210.00 feet to an IPS on the North R/W line of the above mentioned E. Burdeshaw Street; thence along said R/W line N89°25'53"W, for a distance of 27.08 feet to an iron pin found (5/8" pipe, cap 6010); thence continuing along said R/W line S86°00'37"W, for a distance of 2.93 feet to the POINT OF BEGINNING. Said easement is located in the SE 1/4 of the SW 1/4 of Section 17, Township 3 North, Range 27 East, and contains 0.24 of an acre, more or less.

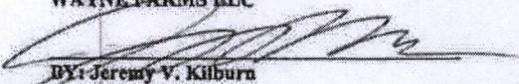
NOTE: By acceptance and recordation of this instrument, the Grantee agrees to make certain improvements and pavement of a driveway of 12-15 feet width running from East Burdeshaw Street, Dothan, Alabama for a distance of 210 feet in a northerly direction and Grantee further agrees to pave and/or place gravel on that portion of the easement running in an east-west direction at the north boundary of property conveyed to the City of Dothan, all as depicted in the drawing attached on Exhibit "A". Grantee agrees to complete the paving and gravel project within one year of the date of this instrument. Grantee agrees to properly maintain the easement, and acknowledges that Grantor and its employees will be using the easement granted herein. In the event the paved portion of the easement requires resurfacing after completion, it is understood and agreed that Grantor and Grantee shall each pay 50% of the cost of same. Grantee will not begin any resurfacing until it has first consulted with Grantor.

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TO HAVE AND TO HOLD said easement and corresponding rights referenced heretofore unto the Grantee, its successors and/or assigns forever.

IN WITNESS WHEREOF, the said GRANTOR, who are authorized to execute this conveyance, hereto set their signature and seal, this 3 day of August 2016.

WAYNE FARMS LLC

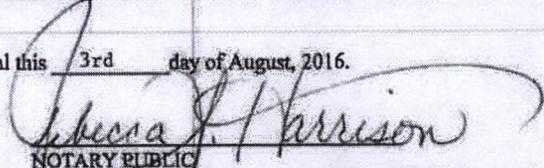

BY: Jeremy V. Kilburn
Its: Vice President
and General Counsel

STATE OF GEORGIA

HALL COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **Jeremy V. Kilburn** whose name as Vice President And General Counsel of **WAYNE FARMS LLC**, a **Delaware Limited Liability Company**, is signed to the foregoing easement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the easement, he, as such Vice President And General Counsel, and with full authority, executed the same voluntarily for and as the act of said Company.

Given under my hand and official seal this 3rd day of August, 2016.


NOTARY PUBLIC
My Commission Expires:

Rebecca A. Harrison
NOTARY PUBLIC
Hall County, GEORGIA
My Commission Expires 8/21/2018

