

AGENDA
CITY COMMISSION MEETING
DOTHAN, ALABAMA
10:00 A.M., September 6, 2016

1. **Invocation: Pastor Ricky Plummer - Bethel Baptist Church**

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

3. **Roll Call:**

Schmitz__Dorsey__Newsome__Kirkland__Ferguson__Kenward__Crutchfield__

4. **Approval of Previous Minutes:**

- Minutes of Meeting of August 16, 2016.

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

- Proclamation – “Payroll Week” – Amy Hand, Personnel Resources.
- Proclamation – “National Suicide Prevention Week” - Melissa Cope.
- Proclamation- “Hunger Action Month” - David Hanks, Executive Director of the Wiregrass Area United Way Food Bank.

Documents:

[proclamation payroll week.pdf](#)
[proclamation national suicide prevention week.pdf](#)
[proclamation hunger action month.pdf](#)

6. **Communications from City Manager:**

- Service Award – William Lightner, Public Works, 25 years

7. **Communications from City Clerk:**

- Application for a Lounge Retail Liquor License, Class I (on or off premise) for The Uptown, 160 South Saint Andrews Street, by Stephen E. Colvin.
- Application for a Retail Beer License (off premise) for City Bait and Tackle, 1505 Columbia Highway, by David Moore.
- Application for a Retail Beer and Retail Table Wine License (off premise) for Dollar General Store 16881, 2630 Westgate Parkway, by Lawrence Gatta.

Documents:

[liquor license the uptown.pdf](#)
[liquor license city bait and tackle.pdf](#)
[liquor license dollar general.pdf](#)

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

Documents:

[weed abatement pics.pdf](#)

9. **Ord. No. _____ Amending Chapter 114, Zoning, Section 114-116, Establishment of zoning districts; Section 114-131.2, Table of Permitted Commercial Uses; Section 114-131.3, Table of Permitted Commercial Uses (cont'd); Section 114-131.6, Table of Permitted Institutional Uses; Section 114-131.7, Table of Permitted Medical and Residential Uses, of the City of Dothan Code of Ordinances.**

Documents:

[zoning ordinance amendments.pdf](#)

10. **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 (introduced on August 16, 2016).**

Documents:

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

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

Documents:

[approval of weed abatements.pdf](#)

12. **Res. No. _____ Declaring certain properties which are overgrown with weeds, scrub, wild bushes, grass and other vegetable growth as injurious to the health, safety and welfare of the community as nuisances and calling for a public hearing to be held on the matter during the regularly scheduled commission meeting on September 20, 2016.**

Documents:

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

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

Documents:

[demolition cost assessment.pdf](#)

14. **Res. No. _____ Amending Resolution 2016-233 to make a technical correction to Section 1 to clarify that the Commission is granting abatement of all non-education taxes for the Wayne Farms, LLC VRT Project, including years 1-10.**

Documents:

[wayne farms tax abatement amendment.pdf](#)

15. **Res. No. _____ Renewing the contract with Blue Cross and Blue Shield of Alabama to provide and administer a Health Care Plan for City employees for a one year period beginning October 1, 2016 through September 30, 2017 and accepting the Blue Cross/Blue Shield of Alabama and Prime Therapeutics ValueOne Network for Pharmacy Providers for the City of Dothan employees and**

retirees and NetResults Formulary to help manage prescription costs and provide available savings.

Documents:

[blue cross blue shield.pdf](#)

16. **Res. No. _____ Entering into an agreement with White Engineering, LLC to provide professional engineering services for the development of technical plans and specifications for roadway lighting along the Ross Clark Circle from N. Cherokee Avenue to Bauman Drive at a cost of \$30,000.00, and appropriating funds for said services.**

Documents:

[white engineering agreement n cherokee to bauman drive.pdf](#)

17. **Res. No. _____ Entering into an agreement with White Engineering, LLC to provide professional engineering services for the development of technical plans and specifications for roadway lighting along U.S. Highway 84 East from the Ross Clark Circle to Health Sciences Boulevard at a cost of \$30,000.00, and appropriating funds for said services.**

Documents:

[white engineering agreement rcc to health sciences.pdf](#)

18. **Res. No. _____ Appropriating \$8,400.00 to the Dothan Dolphins to assist with the purchase of starting blocks.**

Documents:

[appropriation dothan dolphins.pdf](#)

19. **Res. No. _____ Appropriating \$50,731.00 to the Dothan-Houston County Substance Abuse Partnership to fund salary and training for members.**

Documents:

[appropriation dothan houston county substance abuse partnership.pdf](#)

20. **Res. No. _____ Entering into a contract with Troy University to conduct a community relationship survey of the Dothan Police Department at a cost of \$5,868.00.**

Documents:

[troy university contract.pdf](#)

21. **Res. No. _____ Entering into a purchasing agreement with Broadcast Music, Inc., for the purpose of ensuring proper collection and payment of fees for publicly performed concerts and including recorded music at a minimal annual fee of \$234.00.**

Documents:

[bmi agreement.pdf](#)

22. **Res. No. _____ Entering into a purchasing agreement with American Society of Composer, Authors and Publishers for the purpose of ensuring proper collection and payment of fees for publicly performed concerts at a minimal annual fee of**

\$241.00.

Documents:

[ascap agreement.pdf](#)

23. **Res. No. _____ Entering into a purchasing agreement with SESAC, LLC for the purpose of ensuring proper collection and payment of fees for publicly performed concerts at a minimal annual fee of \$74.00.**

Documents:

[sesac agreement.pdf](#)

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

Documents:

[bids and purchases.pdf](#)

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

Documents:

[travel requests.pdf](#)

26. **Acceptance of an easement from Pillar Parrish for maintaining utilities at 301 East Newton Street.**

Documents:

[easement parrish.pdf](#)

27. **Adjournment.**

PROCLAMATION

WHEREAS, the American Payroll Association and its more than 21,000 members have launched a nationwide public awareness campaign that pays tribute to the more than 156 million people who work in the United States and the payroll professionals who support the American system by paying wages, reporting worker earnings and withholding federal employment taxes; and

WHEREAS, payroll professionals in Dothan, Alabama play a key role in maintaining the economic health of Dothan, carrying out such diverse tasks as paying into the unemployment insurance system, providing information for child support enforcement, and carrying out tax withholding, reporting and depositing; and

WHEREAS, payroll departments collectively spend more than \$15 billion annually complying with myriad federal and state wage and tax laws play an increasingly important role ensuring the economic security of American families by helping to identify noncustodial parents and making sure they comply with their child support mandates; and

WHEREAS, payroll professionals have become increasingly proactive in educating both the business community and the public at large about the payroll tax withholding systems; and

WHEREAS, payroll professionals meet regularly with federal and state tax officials to discuss both improving compliance with government procedures and how compliance can be achieved at less cost to both government and businesses.

NOW, THEREFORE, I, Mike Schmitz, Mayor of the City of Dothan, do hereby proclaim September 5-9, 2016 as

“Payroll Week”

in the City of Dothan and acknowledge the efforts of the people who work in Dothan, Alabama and of the payroll profession.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Dothan to be affixed this the 6th day of September, 2016.

SEAL

Attest:

Tammy Danner
City Clerk



Mike Schmitz
Mayor

PROCLAMATION

WHEREAS, in the United States, one person dies by suicide every 12.3 minutes, with 42,773 deaths by suicide in our country during 2014; and

WHEREAS, in our country, suicide is the 2nd leading cause of death for 15-24 year olds, and is the 10th leading cause of death for people of all ages; and

WHEREAS, each person's death by suicide intimately affects at least six other people, with over 200,000 newly bereaved each year, which increases the risk of additional suicides; and

WHEREAS, in 2014, 714 Alabamians died by suicide and many of those people who died never received effective behavioral health services, for many reasons, including the difficulty of accessing services by healthcare providers trained in best practices to reduce suicide risk, the stigma of using behavioral health treatment and the stigma associated with losing a loved one to; and

WHEREAS, Wiregrass Suicide Prevention Services is dedicated to reducing deaths by suicide in the Wiregrass Area, and offering supportive services to the bereaved and the suicidal, by encouraging initiatives based on the goals and activities contained in the *National Strategy for Suicide Prevention, Zero Suicide of the National Action Alliance for Suicide Prevention*; and

WHEREAS, far too many Houston County residents die by suicide each year, especially young people, and most of these deaths are preventable.

NOW, THEREFORE, I, Mike Schmitz, Mayor of the City of Dothan, do hereby proclaim September 5 - 11, 2016 as

"NATIONAL SUICIDE PREVENTION WEEK"

and September 10, 2016 is designated as

"WORLD SUICIDE PREVENTION DAY"

in Houston County and encourage everyone to learn how they can help because Suicide Prevention is everyone's business.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Dothan to be affixed this the 6th day of September, 2016.

SEAL



Attest:

Tammy Danner
City Clerk

Mike Schmitz
Mayor

PROCLAMATION

WHEREAS, the Wiregrass Area United Way Food Bank was established in July of 1990 to help the needy and prevent food waste in our area; and

WHEREAS, the Wiregrass Area United Way Food Bank distributed more than 1,841,104 pounds of food last year through Houston County's 117 participating agencies resulting in agency savings of \$2,798,478 and provided 1,438,363 meals for Houston County's citizens; and

WHEREAS, the Wiregrass Area United Way Food Bank serves 599 Houston County senior citizens through the Brown Bag Program of the Wiregrass and 312 children through the Backpack Program; and

WHEREAS, during the last 25 years, the Food Bank has distributed more than 62 million pounds of food that would have otherwise gone to waste, has helped provide more than 48 million meals, has grown to 194 agencies, and has provided support to the Wiregrass during times of natural disaster.

NOW, THEREFORE, I, Mike Schmitz, Mayor of the City of Dothan and in such capacity, do hereby proclaim September, 2016, as

"HUNGER ACTION MONTH"

and urge the citizens of Dothan to help fight hunger in our community by supporting the Wiregrass Area United Way Food Bank.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Dothan to be affixed this the 6th day of September, 2016.

SEAL



*Mike Schmitz
Mayor*

Attest:

*Tammy Danner
City Clerk*

July 19, 2016

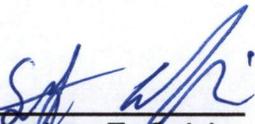
Board of City Commissioners
City of Dothan, Alabama
P.O. Box 2128
Dothan, Alabama 36302

Honorable Mayor and City Commission:

I respectfully submit my request for a Lounge Retail Liquor – Class I License for The Uptown LLC located at 160 South Saint Andrews Street, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

Sincerely,



Stephen E. Colvin

August 10, 2016

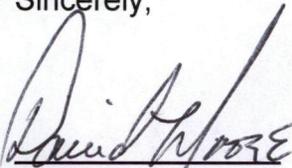
Board of City Commissioners
City of Dothan, Alabama
P.O. Box 2128
Dothan, Alabama 36302

Honorable Mayor and City Commission:

I respectfully submit my request for a Retail Beer License for City Bait and Tackle located at 1505 Columbia Highway, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

Sincerely,


David Moore



Eric Moore


Jonathon Bond

16881

July 1, 2016

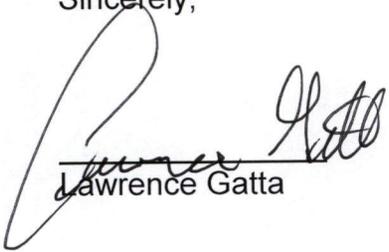
Board of City Commissioners
City of Dothan, Alabama
P.O. Box 2128
Dothan, Alabama 36302

Honorable Mayor and City Commission:

I respectfully submit my request for a Retail Beer and Retail Table Wine License for Dollar General Store 16881 located at 2630 Westgate Parkway, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

Sincerely,


Lawrence Gatta

State of TN
County of Davidson

Sworn to and subscribed before me on
the 10th day of Aug., 2016

Kathy L. Schultz
Notary Public's Signature
My Commission Expires 12-17-18



City of Dothan

Public Hearing for Weed Abatement September 06, 2016

Department of Planning and Development



Weed Abatement 219 Cordova Dr.



NOTICE TO DESTROY WEEDS

Notice is hereby given that on the 29th day of August, 2016, at 10:00 a.m. in the commission chambers of the board of commissioners of the City of Dothan will consider a resolution regarding the weeds growing upon or in front of the property of 219 Cordova Dr. 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 which 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 the land and lands front which or in front of which such weeds are removed, and such cost will constitute a lien for weed removal upon such lots or lands until paid.

If no objections are filed with the city clerk at least five days before the meeting of the commission, and through the meeting it appears before the commission his objection should be entered and five to show cause, if any, any person accepting the notice of the removal shall be presumed that the law to constitute a removal of the weeds shall be presumed he may then appear and shall be final unless good and sufficient cause can be otherwise shown.

Reference is hereby made to the resolution, on file in the office of the city clerk, for further particulars.

Dated this 29th day of August, 2016.
By: Barry Garner
City Clerk

08/29/2016 10:10



08/29/2016 10:10



Weed Abatement 700 Allen Rd.



N O T I C E

Notice is hereby given that on the ___ day of _____, 2016, 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. 2016-

ZONING ORDINANCE

BE IT ORDAINED, the Board of Commissioner of the City of Dothan, Alabama following a public hearing as required by law as follows:

Section 1. That Chapter 114, Zoning, of the Code of Ordinances is hereby amended to read as follows:

CHAPTER 114. ZONING

Sec. 114-116. Establishment of zoning districts.

For the purpose of this zoning ordinance, all land and water areas within jurisdiction of the City of Dothan are hereby divided into zoning districts, which shall be designated as follows:

Agricultural-Conservation District	A-C
Residential Districts	
Residential Single-Family, Low Density	R-1
Residential Single-Family, Medium Density	R-2
Residential Single-Family, High Density	R-3
Residential, Attached, High Density (2-7 units)	R-4
Residential, Multi-family, High Density (8+ units)	R-A
Manufactured Home Community Park	MH-1
Mobile Home Subdivision	MH-2
Office and Institutional Districts	
Office and Institutional	O & I
Office Park	O-2
Neighborhood Office	O-3
Business Districts	

	Central Business	B-1
	Highway Commercial	B-2
	Local Shopping	B-3
Manufacturing/Industrial Districts		
	Light Industry	L-I
	Heavy Industry	H-I
Special Districts		
	Planned Unit Development	PUD
	Downtown Overlay District (with subdistricts)	DOD
	Manufactured Home Community	MHC

The "Custom Assembly" use is added to Table 114-131.2; permitted by-right in B-1 Central Business, B-2 Highway Commercial, & L-I Light Industrial and by special exception in B-3 Local Shopping.

Section 114-131.2 - TABLE OF PERMITTED COMMERCIAL USES

Legend P = Permitted S = Special Exception Blank = Not Permitted	Residential Districts								Non-Residential District							
	Single-Family Districts				Multi-Family Districts		Manufactured Home Districts		Business Districts			Office/Institutional Districts			Manufacturing Districts	
	AC	R-1	R-2	R-3	R-4	R-A	MH-1	MH-2	B-1	B-2	B-3	O-1	O-2	O-3	L-I	H-I
Commercial Uses																
Accessory Building Sales										S						S
Adult Entertainment																P
Alcohol Beverage Establishment (primary use) ¹									P	P						P
Amusement Commercial (Inside)									P	P						P
Amusement Commercial (Outside)	S								S	P						P
Animal Boarding	S								S	P						P
ATM									P	P	P	P	P	P	P	P
Automobile Parking (Lot or Structure)									P	P	S	S	S			P
Automobile Repair / Service									P	P						P
Automobile / motorvehicle sales, new or used									S	P						P
Automobile / Motorvehicle Rental									S	S						S
Automobile Wash									P	P	S					P
Bank/Financial Institution									P	P	P	P	P			P
Bed and Breakfast Inn	S	S	S	S					P	P						
Bus Station									P							S
Butcher (retail)									P	P	P					P
Campground/RV Park	P									S						S
Caterer									P	P	S					P
Club (Fraternal)	S								P	P						
Commissary (Health Dept. approval required)									P	P	S	P	P			P
Contractor Office/Yard (building, plumbing, electrical, etc.)										S						P
Convenience Store									P	P	S	P	P			P
Country Club	P											P				
Curb Market	P								P	P	P					P
Custom Assembly									P	P	S					P

¹ Establishments serving alcoholic beverages as the primary activity and operating with extended hours shall not be located adjacent to a residential district.

The "Personal Care Services" use removed from the O-3, Neighborhood Office District in Table 114-131.3.

Section 114-131.3 - TABLE OF PERMITTED COMMERCIAL USES (Cont'd)

Legend P = Permitted S = Special Exception Blank = Not Permitted	Residential Districts								Non-Residential District								
	Single-Family Districts				Multi-Family Districts		Manufactured Home Districts		Business Districts			Office/Institutional Districts			Manufacturing Districts		
	AC	R-1	R-2	R-3	R-4	R-A	MH-1	MH-2	B-1	B-2	B-3	O-1	O-2	O-3	L-1	H-1	
Commercial Uses																	
Donation Center, Drop-Off Box										P	P	P	P			P	P
Distribution Center (UPS, FedEx, Newspaper, etc.)										P	P					P	P
Driving Range	S															P	P
Flea Market	S									P						P	
Funeral Home	S								S	P	S	P				P	P
Golf Course	P											P					
Grocery Store									P	P	P ¹					P	
Gymnasium/Health Club									P	P	S	P	P			P	
Home Improvement Sales									P	P	S					P	
Hotel/Motel									P	P		P	S			S	
Kennel	P								S	S						P	P
Laundry Plant, Dry Cleaning and Dyeing, etc																S	P
Live/Work									P	P	P	P	P	P		P	
Lodges, Summer Camps	P																
Major Appliance Repair																P	P
Manufacturing Incidental to Retail on Premises									S	S						P	P
Manufactured Home Sales																P	P
Microbrewery									P	P							
Mobile Accessory Storage Containers (sale or rent) ³										S						S	P
Mobile Vendor ¹									P	P	S	P	P			P	P
Automobile / Motorvehicle Rental									S	S						S	S
Moving Truck & Trailer Rental (principal use) ³										S						P	P
Multi-Media Production (TV or radio station)									P	P		P	P			P	P
Museum/Art Gallery (private or semi-public)	S								P	P		P	P				
Office (General)									P	P	P	P	P	P		P	
Pawn Shop										P						P	
Personal Care Services									P	P	P	P	P	P		P	
Personal Instruction									P	P	P	P	P			P	
Printing and Publishing									P	P		S	S			P	P

¹ Not exceeding 20,000 sq. ft. GFA
² With approved access and off street parking. Does not include commissary.
³ Display areas for exterior merchandise shall be shown on the development plan.

The "Group Homes/Shelter Homes" use changed in Table 114-131.6 from special exception use to a permitted use in A-C Agricultural-Conservation, R-1 Residential Single-Family, Low Density, R-2 Residential Single-Family, Medium Density, R-3 Residential Single-Family, High Density & R-4 Residential, Attached, High Density (2-7 units) districts.

Section 114-131.6 - TABLE OF PERMITTED INSTITUTIONAL USES

Legend P = Permitted S = Special Exception Blank = Not Permitted	Residential Districts								Non-Residential District								
	Single-Family Districts				Multi-Family Districts		Manufactured Home Districts		Business Districts			Office/Institutional Districts			Manufacturing Districts		
	AC	R-1	R-2	R-3	R-4	R-A	MH-1	MH-2	B-1	B-2	B-3	O-1	O-2	O-3	L-1	H-1	
Institutional Uses																	
Cemetery/Masoleum	S								S	S	S	S				S	
Correctional Facility																	P
Community Center	S	S	S	S	S	S	S	S	P	P	S	P					
Daycare Center More than 6 (child or adult)									P	P	S	P					
Fraternity/Sorority House (off campus)						P			P	P	S						
Group Home/Shelter Home	P	P	P	P	P	P			P	P	P						
Halfway/Transitional Housing						P			P	P	P						
Crematory	S								S	S	S	S					
Public Uses (Police, Fire, Utilities, Public Works, etc.)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Religious Institution	S	S	S	S	S	S			S	S	S	S	S	S			
School, College/University	S								P	P		P	P				
School, Technical/vocational/business									P	P		P	P			P	
Semi-public land use									P	P	S	P	S				
Shelter (Homeless, etc.)									P	P						P	

Add "Single-Family" and "Two-Family" dwellings as a permitted use in the B-1 District in Table 114-131.7.

Section 114-131.7 - TABLE OF PERMITTED MEDICAL AND RESIDENTIAL USES

Legend P = Permitted S = Special Exception Blank = Not Permitted	Residential Districts								Non-Residential District							
	Single-Family Districts				Multi-Family Districts		Manufactured Home Districts		Business Districts			Office/Institutional Districts			Manufacturing Districts	
	AC	R-1	R-2	R-3	R-4	R-A	MH-1	MH-2	B-1	B-2	B-3	O-1	O-2	O-3	L-1	H-1
Medical Uses																
Animal Hospital/Veterinarian	P									p ⁴	p ⁴	p ⁴	p ⁴			P
Assisted Living Facility	S				S	S				P	P	S	S			
Detoxification Clinic										S	S		S			
Hospital										P	P		P			
Medical Office										P	P	P	P	P	S	
Medical or Scientific Lab										P	P	S	P	P	S	
Nonresidential Drug Treatment Facility										S	S		S			
Nursing Home	S				S	S				S	S		P			
Outpatient Clinic (including surgery)										P	P		P	P		
Rehabilitation Facility										P	P		P			
Residential Uses																
Apartments (8 or more units)						P				p ⁶	P	P				
Live/Work										P	P	P	P	P	P	P
Manufactured Single-Family Home	S	S	S	S	S	S	P	P								
Single-Family Dwelling	P	P	P	P	p ²	p ¹				P						
Two-Family Dwelling					P											
Three-, Four-, Five-, Six-, Seven-Family Dwelling					P	p ⁵				p ³						

¹ Existing single-family dwellings are permitted uses in the R-A District
² Single-family dwellings shall comply with R-3 dimensional regulations, except minimum living area.
³ In compliance with R-4 dimensional regulations.
⁴ Special Exception is required if non-medical boarding is included.
⁵ Any combination of multifamily buildings containing minimum of 8 units is allowed.
⁶ Any number of apartments permitted.

Section 2. That public notice of this ordinance was made in accordance with Section 11-52-77 (2) of the Code of Alabama.

Section 3. After publication as required by law, this ordinance shall become effective immediately upon passage.

Section 4. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs and sections, since the same would have been enacted by the municipality without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 5. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

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 the above notice was published once a week for three consecutive weeks in THE DOTHAN EAGLE on _____, _____ and _____ and once as a display ad on _____.

Tammy Danner, City Clerk

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__.

ATTEST:

Tammy Danner, City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

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

Tammy Danner, City Clerk

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

Tammy Danner, City Clerk

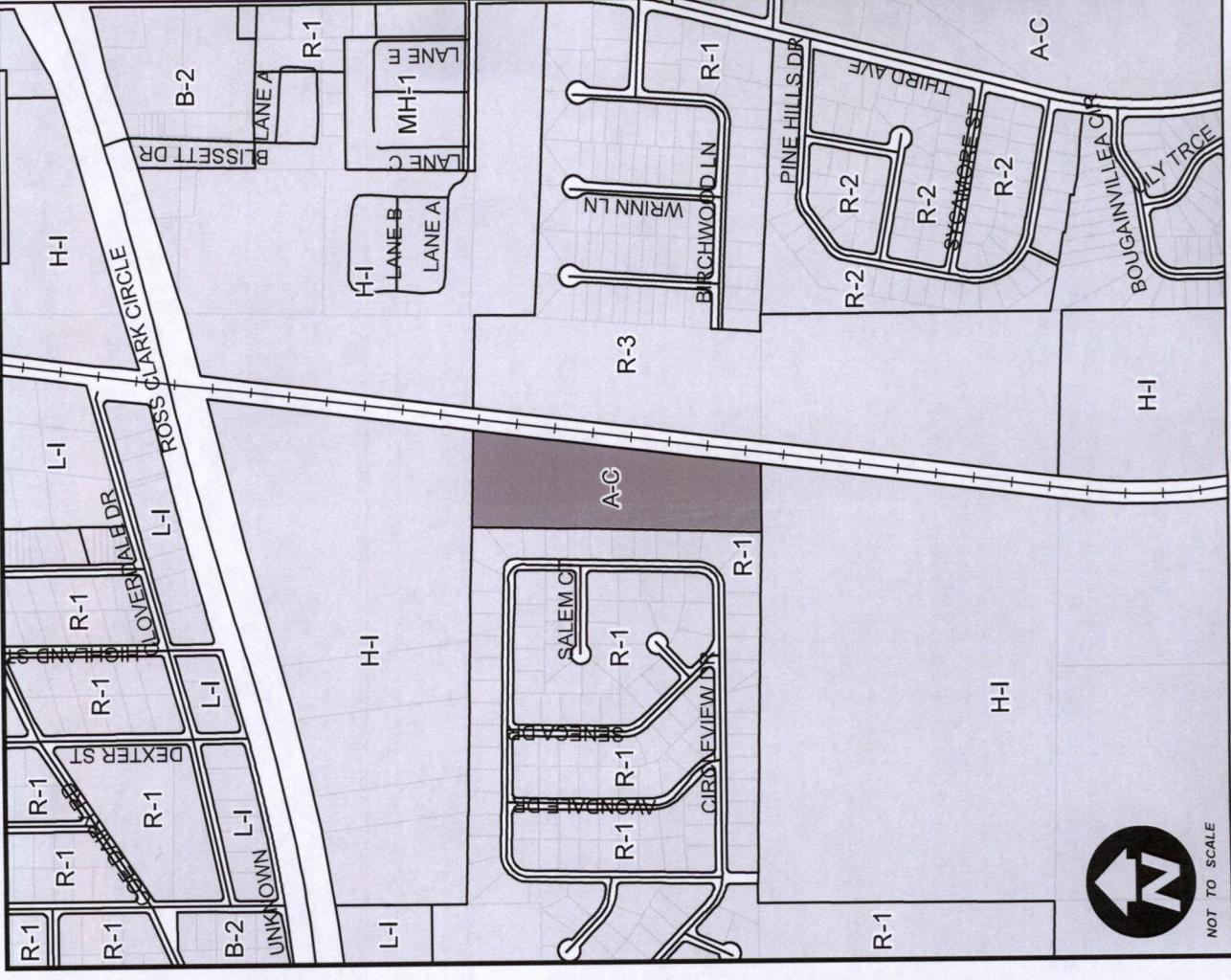
I hereby certify that a copy of the above ordinance has been filed in the Office of the Probate Judge together with plans pertaining thereto.

Tammy Danner, City Clerk

Rezoning: 1004 Circleview Drive

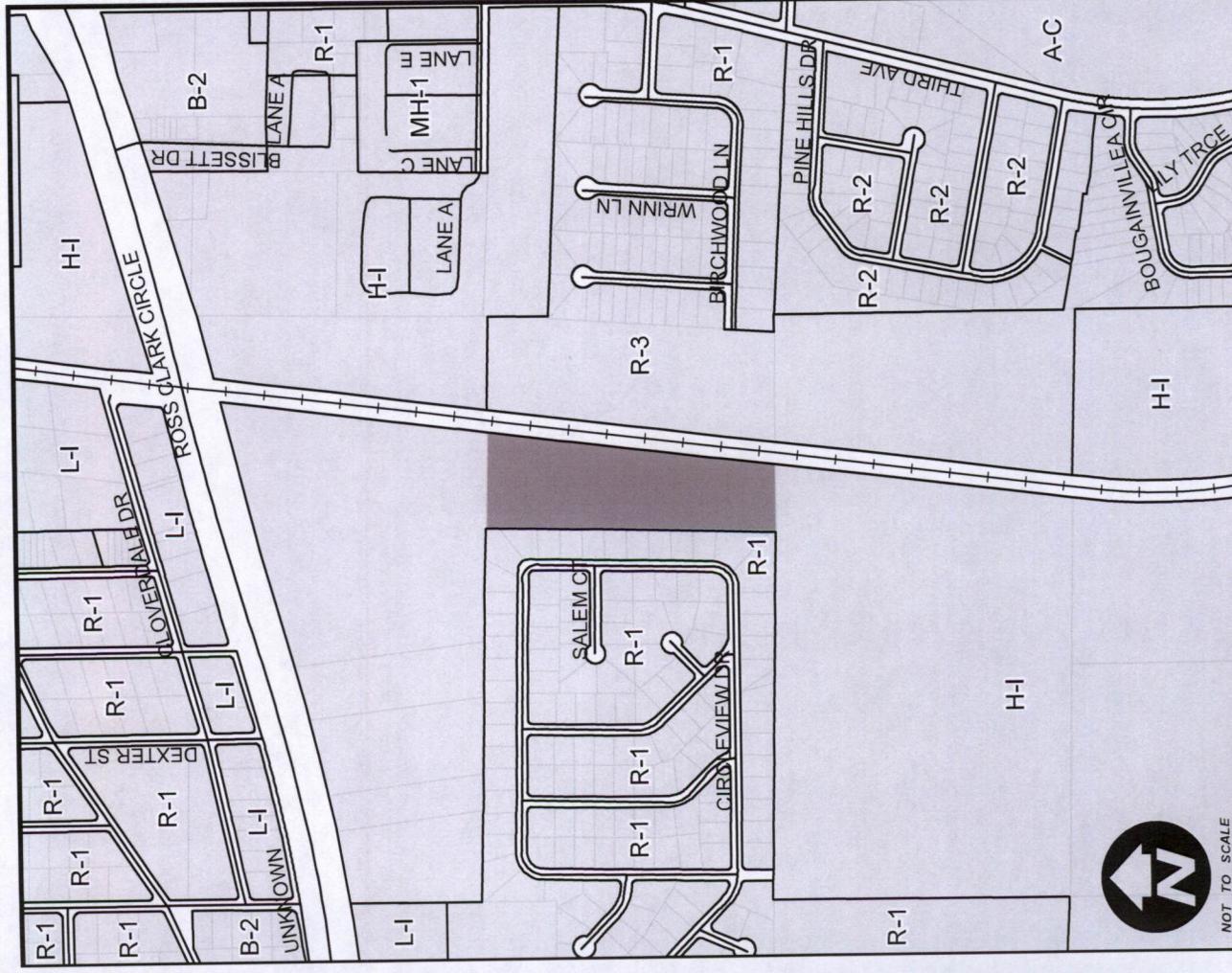
Proposed Zoning

AC: Agriculture Conservation
Residential SF Very Low Density



Current Zoning

H-I: Heavy Industry



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;

518 Chickasaw Street

Parcel 38-09-06-13-3-008-006.000
Lot 4 E 32' of Block 7 Resurvey Tindell Addition

219 Cordova Drive

Parcel 38-09-01-12-4-006-009.000
Lot 10 Block A Morningview Subdivision

700 Allen Road

Parcel 38-10-04-18-4-008-018.000
Lot 6 Block A 5th Addition Harmondale Subdivision

0 E. Main Street

Parcel 38-10-04-20-3-002-008.000
PT NE QTR of NW QTR of SW QTR S20 T3 R27

114 S. Roberta Avenue

Parcel 38-09-05-22-1-001-027.000
Lots 12-16 Block B Sylvan Hills Subdivision

WHEREAS, a public hearing was held on the 6th day of September, 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.

518 Chickasaw Street

219 Cordova Drive

700 Allen Road

0 E. Main Street (Parcel 38-10-04-20-3-002-008.000)

114 S. Roberta Avenue

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

Res. No. _____ continued.

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

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

Mayor

ATTEST:

Associate Commissioner District 1

Tammy Danner
City Clerk

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF COMMISSIONERS

RESOLUTION NO. _____

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

518 Chickasaw Street

Parcel 38-09-06-13-3-008-006.000
Lot 4 E 32' of Block 7 Resurvey Tindell Addition

219 Cordova Drive

Parcel 38-09-01-12-4-006-009.000
Lot 10 Block A Morningview Subdivision

700 Allen Road

Parcel 38-10-04-18-4-008-018.000
Lot 6 Block A 5th Addition Harmondale Subdivision

0 E. Main Street

Parcel 38-10-04-20-3-002-008.000
PT NE QTR of NW QTR of SW QTR S20 T3 R27

114 S. Roberta Avenue

Parcel 38-09-05-22-1-001-027.000
Lots 12-16 Block B Sylvan Hills Subdivision

WHEREAS, a public hearing was held on the 6th day of September, 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.

**518 Chickasaw Street
219 Cordova Drive
700 Allen Road
0 E. Main Street (Parcel 38-10-04-20-3-002-008.000)
114 S. Roberta Avenue**

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

Res. No. _____ continued.

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

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

Mayor

ATTEST:

Associate Commissioner District 1

Tammy Danner
City Clerk

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF COMMISSIONERS

RESOLUTION NO. _____

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

909 Southland Drive

Parcel 38-09-07-26-1-006-029.000
Lot 12 Block D Hammond Heights

0 Wendell Avenue

Parcel 38-10-04-18-1-003-005.000
Lot 11 Block G Pryor Worthy Subdivision

110 Masee Drive

Parcel 38-09-07-25-4-002-006.000
Lot 7 Block 1 Masee Park Subdivision

304 S. College Street

Parcel 38-09-06-24-4-002-018.000
Lot NW NE SE S24 T3 R26

1703 Fairfield Drive

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

2003 Glanton Street

38-10-04-18-4-008-020.000
Lot 41 Block A 5th Addition Harmondale Subdivision

702 Allen Road

38-10-04-18-4-008-017.000
Lot 5 Block A 5th Addition Harmondale Subdivision

704 Allen Road

38-10-04-18-4-008-016.000
Lot 4 Block A 5th Addition Harmondale Subdivision

705 Falcon Drive

38-10-09-30-1-010-036.000
Lot 37 Block W 9th Addition Fairlane Subdivision

0 South Foster Street

38-09-06-24-4-008-003.000
Commencing at SE Intersection of W Southport Street & S Foster Street in SW¹/₄ of SE¹/₄ of SEC 24 T3N R26E then S along R/W 88' to POB then E 131' S 109' E 75' S 37' W 210' N along R/W 150' to POB

0 East Southport Street

38-09-06-24-4-008-003.002
Beginning at SE Intersection of S Foster Street & E Southport Street in SW¹/₄ of SE¹/₄ of SEC 24 T3N R26E then E along R/W 139.78' S 50.77' W 141.08' N along R/W 53.57' to POB

3306 Cathy Lou Road

38-04-08-33-0-006-022.000
Lot 4 Block F Sunny Heights Subdivision Phase III

1580 East Burdeshaw Street

38-10-04-19-1-001-017.000
Lot 4 Block A 5th Addition Harmondale Subdivision

1827 Fairfield Drive

38-09-01-02-3-002-024.000
Lot 16 Block A Windwood Subdivision

773 Woodland Drive

38-09-06-23-3-002-053.000
Lot 1 Block 2 Hamilton Hills Subdivision

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

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

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

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

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

Section 2. That a public hearing on this matter shall be held at the regularly scheduled Commission meeting of the Dothan City Commission, in the Civic Center, 126 N. St. Andrews Street, Dothan, Alabama, at 10:00 a.m. on the 20th day of September, 2016 for the Board of Commissioners to hear any objections and vote to abate the nuisances.

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

Mayor

ATTEST:

Associate Commissioner District 1

Tammy Danner
City Clerk

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, the Board of Commissioners declared, by Resolution No. 2015-62, that the following property was substandard, creating a public nuisance, and ordered that the said structure be demolished; and

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

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

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

<u>ADDRESS OF PROPERTY</u>	<u>PERSON LAST ASSESSED FOR ADVALOREM TAX</u>	<u>AMOUNT</u>
156 Webb Road	Shirley Robinson Davis & Etals	\$1,516.33

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

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

REPORT ON COSTS OF DEMOLITION OF SUBSTANDARD STRUCTURES

The Board of Commissioners of the City of Dothan, Alabama determined unsafe building on the following property a public nuisance and, pursuant to Resolution No. 2015-62 ordered the demolition and removal of the said unsafe building. The amount listed below the property address is the cost of the demolition and removal of the unsafe building and advertising.

Shirley Robinson Davis & Etals
156 Webb Road
38-09-06-13-4-010-004.000

Demolition Cost	\$	1,200.00
Newspaper Notice	\$	<u>316.33</u>
Total	\$	<u>1,516.33</u>

Resolution No. _____

Whereas, The City of Dothan passed a Resolution of Authorization (2016-233) to Support the Wayne Farms, LLC VRT Project at the August 16, 2016 City Commission meeting that approved certain qualifying tax abatements under 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") in order to fully support the Wayne Farms, LLC VRT Project (the "Project") to the fullest extent possible, the Commission hereby amends Resolution 2016-233 to make a technical correction to **Section 1** of Resolution 2016-233 to clarify that the Commission is granting abatement of all non-education taxes for the Project, including years 1-10, said amendment to read 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, City, and the County for a period of 10 years (i.e. years 1-10 of the Project) 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 "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.

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, the Board of Commissioners by Resolution No. 2015-246 renewed the contract with Blue Cross and Blue Shield of Alabama for a Health Care Plan for City employees and retirees, and

WHEREAS, the premiums paid by the City and employees had not increased between 2003 and 2015 because of adequate funds in the Insurance Reserve, and

WHEREAS, due to increased expenses caused by a number of catastrophic claims and prescription medications that provide life sustaining care; it is necessary to increase the City, employees, and retiree premiums and implement prescription cost saving measures to effectively manage the City's Health Insurance Plan.

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 renew the contract with Blue Cross and Blue Shield of Alabama to provide and administer a Health Care Plan for City employees for a one year period beginning October 1, 2016 through September 30, 2017, which said renewal analysis is attached to and made a part of this resolution.

Section 2. That the monthly premium increases for active employees and retirees are to become effective January 1, 2017.

Section 3. That the City of Dothan accepts the BC/BS of Alabama and Prime Therapeutics ValueOne Network for Pharmacy Providers for the City of Dothan employees and retirees and NetResults Formulary to help manage prescription costs and provide available savings.

PASSED, ADOPTED, AND APPROVED ON _____.

Attest:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS



THE CITY OF DOTHAN, ALABAMA

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

MIKE K. WEST
CITY MANAGER
mkwest@dothan.org

September 2, 2016

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

Board of Commissioners:

I will be presenting to you for your consideration a renewal of the City of Dothan Group Health, Accident and Dental Insurance Policy with Blue Cross/Blue Shield of Alabama for the period October 1, 2016 through September 30, 2017.

The staff recommends and I concur with aforementioned request to renew the projected contract year of health, accident, and dental coverage with BCBS and increase employee, retiree, and City premiums. Also, to include the implementation of a pharmacy network and focused pharmaceutical formulary to receive savings where available and utilize the funding design as attached. The City is self funded and therefore the employees, retirees, and City share in the cost of providing medical coverage, whereas dental insurance is funded totally by active and retired employee premiums.

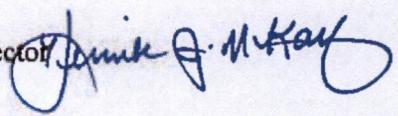
Note: Unused salary/benefit budgeted funds will be used to cover the cost of the City's projected increase in premiums for FY2017. Employees and retirees contribute monthly and the rate increases will become effective January 1, 2017. From 2003 to 2015, employees did not have an increase in insurance premiums and there was sufficient funding in the Insurance Reserve to cover any shortages. The Personnel Department will continue to monitor the Insurance Fund Reserve throughout FY2017.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael K. West".

Michael K. West
City Manager

City of Dothan
Staff Report
Mayor and City Commissioners

PROJECT TITLE: BCBS Contract Renewal for Health, Accident, and Dental Insurance
DEPARTMENT: Personnel Department
DEPARTMENT HEAD: Delvick J. McKay, Personnel Director 
REPORT DATE: August 25, 2016

I. Discussion and Analysis

Health Insurance coverage and benefits provided therein, enhances the strategic advantage of employers to provide an element of the total compensation package that can help to recruit and retain a committed workforce. The discussion of healthcare is a national phenomenon whereas the federal government has implemented the Patient Protection and Affordable Care Act to make health insurance available to all citizens of the United States. The overall approach of the Affordable Care Act is to provide insurance coverage and options that would be in the best interest of the patient and make coverage available to everyone. This is historic legislation and the cost to implement the provisions of the Affordable Care Act must be factored into any change in status by the City, when going from a grandfathered status to a non-grandfathered status. The basic difference between the two statuses is: to remain grandfathered a plan must remain affordable and premium increases cannot exceed 10% and if so, a plan loses its grandfathered status and becomes non-grandfathered and must implement all of the provisions of the Affordable Care Act. The City is now non-grandfathered and the implementation of the ACA provisions did not significantly impact claims expense. However, catastrophic illnesses and prescription medications are the areas where the City's insurance claims have increased over the last three (3) years, making the current funding design insufficient to cover the anticipated cost, therefore recommending a premium increase to properly fund the plan is critical. By increasing employee, City, and retiree premiums, the health insurance fund will continue to hold steady and provide adequate reserves.

II. Background

The City of Dothan has been a self-funded insurance entity for decades. The Personnel Director and General Services Director/Risk Manager manages the health insurance fund along with workers compensation cases and property claims that are mitigated by the City.

In 2016, the Health Insurance Fund is projected to receive in premium revenues from the following: \$7.7M from the City (includes \$500K deposit for insurance for unfilled positions), \$2.3M from employees (health and dental premiums), and retirees \$900K (health and dental premiums); for a total annual premium revenue of approximately \$10.9M. The claims and expenses was \$10.4M for 2013, \$10.4M for 2014, and \$11.7M for 2015. The projected claims for 2016 is \$12.8M. The funding level from the City and retirees has remained the same during these years and employees experienced a 25% increase in premiums in 2016. However, despite the increase in the employee premiums, the insurance reserves (\$1.2M as of 10/01/2015) have been reduced by \$890K during the 2016 fiscal year (\$310K as of the 07/31/2016).

Recommendation:

At this time, it is in the best interest for the City of Dothan to remain a self-funded health insurance entity and to manage its own cost sharing methods, which includes premium and fee-based administration to match inflation and cost of medical services. BCBS has projected \$13.8M in health/dental claims for

FY2017 and the current funding structure of \$10.9M is insufficient to handle the projected costs.

Providing affordable benefits and competitive compensation to City employees remain as a high priority in developing a sustainable work environment. It is very important to present a solid benefit package to our workforce that will enable employees to have adequate health insurance for themselves and their families. The City of Dothan has always taken pride in the benefits offered to its employees and will continue to provide an affordable level of coverage going forward. More recently, the Employee Health Insurance Fund has seen an increase in claims over the last three (3) years and a plan of action is necessary to properly fund the medical plan. These increases have resulted from major catastrophic illnesses among our employees and dependents, along with prescription medications that are necessary for life sustaining activities. Therefore, it is recommended that an increase in employee, retiree, and City premiums is necessary to help share in the cost of insurance for the City of Dothan. Currently, budgeted funds for remaining salaries and benefits of approximately \$2M will be used as the City's premium portion for FY2017 and active employees and retiree premiums will experience an increase in premiums effective January 1, 2017. At any point the reserve funds are negative, the Employee Benefit Plan will borrow the funds from the Gross Revenue account. These funds will be reimbursed once the reserves are adequate. Claims analysis is performed monthly and if additional funding is needed beyond what is being recommended, a request to increase premiums will be submitted for Mayor/Commission approval.

1. Recommend renewal of contract with Blue Cross and Blue Shield of Alabama for a period of one year beginning October 1, 2016 through September 30, 2017. Administrative Fees: \$47.75 per member per month for medical and \$4.25 per member per month for dental.
2. Recommend an increase in premiums for active employees and retirees to be effective January 1, 2017. (**Attachment #1** Proposed Employee and Retiree Medical Premium Changes; **Attachment #2** City/Employee/Retiree Proposed Funding and Premium Structure).
3. Recommend the acceptance of BCBS of AL and Prime Therapeutics ValueOne Network for Pharmacy Providers for City of Dothan employees and retirees and NetResults Formulary to help to manage prescription costs and provide available savings.

Attachment #1

Proposed Employee and Retiree Medical Premium Changes
Effective January 1, 2017

Current Employee Medical Premiums			Effective January 1, 2017		
Type of Coverage	Monthly	Bi-weekly	Type of Coverage	Monthly	Bi-weekly
Employee Only	\$34.00	\$17.00	Employee Only	\$65.00	\$32.50
Employee + 1	\$208.00	\$104.00	Employee +1	\$242.00	\$121.00
Employee + 2 +	\$256.00	\$128.00	Employee + 2 +	\$295.00	\$147.50

Current Retiree Medical Premiums		Effective January 1, 2017	
Type of Coverage	Monthly	Type of Coverage	Monthly
Retiree Only	\$196.00	Retiree Only	\$235.00
Retiree Spouse Only	\$196.00	Retiree Spouse Only	\$235.00
Retiree + 1	\$466.00	Retiree + 1	\$580.00
Retiree + 2 +	\$580.00	Retiree + 2 +	\$711.00

Current Co-pay for Prescription Drugs		Effective January 1, 2017	
Type of Coverage	Per Rx	Type of Coverage	Per Rx
Generic	\$15.00	Generic	\$15.00
Preferred	\$40.00	Preferred	\$50.00
Specialty	\$65.00	Specialty	\$75.00

* Prescription drug deductible to increase to \$200.00 per calendar year, beginning January 1, 2017.

2017 Employee Benefit Plans
 PROJECTED January 1, 2017
 Group Health and Dental Plans
 FUNDING AND PREMIUM STRUCTURE
 ACTIVE AND RETIRED

Type of Coverage	EMPLOYEE/RETIREE				CITY			TOTAL Monthly Premium	Projected Premium Revenue	Projected Claims Expense	Projected RESERVE +/-
	# Ee Monthly	Premium Monthly	BW	% of TP	Annual Yield	Premium Monthly	% of TP				
Employee Only	334	65	32.50	16%	260,520	342	84%	1,370,736	1,631,256	407	
Employee + 1	196	242	121	22%	569,184	842	78%	1,980,384	2,549,568	1084	
Employee + 2 +	400	295	147.50	23%	1,416,000	1014	77%	4,867,200	6,283,200	1309	
Active	930				2,245,704			8,218,320	10,464,024		
Retiree Only	88	235		60%	248,160	156	40%	164,736	412,896	391	
Retiree's Spouse	33	235		60%	93,060	156	40%	61,776	154,836	391	
Retiree + 1	63	580		60%	438,480	387	40%	292,572	731,052	967	
Retiree + 2 +	30	711		60%	255,960	474	40%	170,640	426,600	1185	
Retired	214				1,035,660			689,724	1,725,384		
Total Active/Retir	1144				3,281,364			8,908,044	12,189,408		
Projected GH Claims \$47.75 per participant per month										12,455,892	
Total Projected GH										13,111,404	-\$921,996
Dental Single	367	26	13		114,504				114,504	26	
Dental Family	674	60	30		485,280				485,280	60	
Total Active/Retir	1041				599,784				599,784		
Projected DN Claims \$4.25 per participant per month										613,469	
Total Projected DN										666,560	-\$66,776
Combined GH & DN					3,881,148			8,908,044	12,789,192	13,777,964	-\$988,772

Health Insurance budget and deposit for unfilled positions

Insurance Fund Reserve as of 7/31/2016

Projected Balance: Insurance Fund Reserve

\$700,000
 \$310,093
 \$21,321.44

RECOMMENDED FUNDING AND PREMIUM STRUCTURE TO BE EFFECTIVE JANUARY 1, 2017
 Attachment #2

Blue Cross and Blue Shield of Alabama
 Summary of Renewal Contract Year Projected Expenses

City of Dothan

Group Number(s): 36017

Experience Period: 2/1/2015 - 1/31/2016

Rating Period: 10/1/2016 - 9/30/2017

	<u>Health</u>	<u>Dental</u>	<u>Combined</u>
A. Projected Contract Exposure:	13,884	12,888	N/A
B. Projected Unit Claims Cost:	\$897.14	\$47.60	N/A
C. Projected Claims Expense [(A) x (B)]:	\$12,455,891.76	\$613,468.80	\$13,069,360.56
D. Administrative Fees:	\$662,961.00	\$54,774.00	\$717,735.00
Health: \$47.75			
Dental: \$4.25			
E. Total Projected Contract Year Expense:	\$13,118,852.76	\$668,242.80	\$13,787,095.56

* Paid Claims (Cash) Basis

ValueONE network pharmacies

Choose a managed network that offers the best of both worlds: increased access and savings

Prime Therapeutics, an independent company, in partnership with Blue Cross and Blue Shield of Alabama, offers the ValueONE network. This network gives the City of Dothan the right amount of access for your employees' needs. And our negotiating power adds discounts that translate into savings for you.

- Average savings of up to \$3.50 PMPM*
- Access to major national and regional pharmacy chains, retailers and grocers, and independent pharmacies
- Ability to receive 30- and 90-day supplies at the same 36,000 retail pharmacy locations across the U.S.

Pharmacies in network

- National pharmacy chains, retailers and grocers
 - Kmart
 - Publix
 - Sam's Club
 - Walgreens
 - Wal-Mart
 - Winn-Dixie
- Local independent pharmacies
 - Bowen Pharmacy
 - Center Drugs – Daleville
 - Center Drugs - Geneva
 - Circle Pharmacy
 - Doctor's Center Pharmacy
 - Dothan Behavioral Medicine Clinic
 - Gilstrap Drugs - Geneva
 - Holley Pharmacy - Enterprise
 - Jack's Drugs
 - Jack's Discount Drugs – Midland City
 - Mike's Pharmacy of Headland
 - Mike's Southside Pharmacy
 - Northcutt Drug Company, Inc.
 - Scott Cook Pharmacy
 - Southeast Alabama Medical Center
 - Westside Pharmacy, Inc.
 - Wiregrass Community Pharmacy – Ashford
 - Buy Rite Drugs – Ozark
 - Dale Pharmacy - Ozark

Prime Therapeutics is trusted by Blue Cross and Blue Shield of Alabama to help your employees get the medicine they need to feel better and live well. Our pharmacy experts work hard to make medicine affordable and experiences easier.

*Prime internal data, 2016

Blue Cross and Blue Shield of Alabama is an independent licensee of the Blue Cross and Blue Shield Association. "BLUE," "CROSS" and "SHIELD" and the cross and shield symbols are registered trademarks of the Blue Cross and Blue Shield Association.

Prime Therapeutics is an independent company providing pharmacy benefit management and specialty pharmacy services for Blue Cross Blue Shield of Alabama members

6075-J10 A AL © Prime Therapeutics LLC 08/16

NetResults formulary

NetResults formulary combines a strong, efficient formulary with competitive discounts. It drives the most cost-effective care. And it allows employees to get the medicine they need to feel better and live well.

- Manage non-preferred brands
- Manage non-essential drug exclusions
- Capitalize on over-the-counter availability
- Manage high-cost brands and generics

Impacted members: 323

Save up to

\$5.25

PMPM*

5.0%
of Rx spend

* Savings are not guaranteed. Your actual savings may vary.

0149-ZAI © Prime Therapeutics LLC CONFIDENTIAL



Office of the
City Manager

City of Dothan Alabama

M E M O R A N D U M

To: Mayor and City Commission

From: Michael K. West, City Manager *Mike West*

Date: August 25, 2016

Subject: Health Insurance Funding

Attached is a Staff Report from Delvick McKay, Personnel Director, concerning funding for the Self-Insured Health and Dental Insurance program operated by the City. As I have discussed with you over the past two years, cost have been increasing and have really escalated this year. Even though we increased employee premiums in January of this year, the self-insured reserve fund has been significantly reduced by claims year-to-date. The attached recommendations have been prepared by Delvick McKay, Lisa Reeder and I to ensure that adequate funding is available to pay claims. This will be on your September 6 Regular Agenda along with the renewal of the contract with Blue Cross Blue Shield to administer the claims process. Below you will find highlights from the Report.

Claims vs Premiums (Revenues) Million Dollars

<i>Fiscal Year</i>	<i>Claims</i>	<i>Premiums & Reimbursements</i>	<i>Net Loss</i>
FY 2013	\$10.4	\$10.4	\$0
FY 2014	\$10.4	\$10.1	\$300K
FY 2015	\$11.7	\$10.3	\$1.4M
FY 2016 ⁽¹⁾	\$12.8	\$11.2	\$1.6M
FY 2017 ⁽²⁾	\$13.8	\$10.9	\$2.9M

Notes: (1) Projected
(2) Current Premiums

The shortfalls to date have been paid from the Health Insurance Reserves which are now \$310,000 (7/31/2016).

To cover this shortfall we are recommending:

1. To take \$2.0 million from unused budgeted salary funds (FY2016) and rollover these funds into the FY 2017 budget. These budgeted funds will be used to cover the

increase in the City's portion of the premiums in FY 2017. This will have an impact on our practice of designated funding at the end of the fiscal year for known projects for which the City will need funding. Examples: sewer improvement, park projects, storm water, etc. But sales tax growth has been good and based on current expenditures we should be able to address some of these needs. However, in the FY 2018-2019 Budgets, funds will have to be included to cover the City's increased share of the premiums.

2. Factors attributing to the increase claim cost:
 - a. Major illnesses;
 - b. A significant increase in the cost of prescriptions; and
 - c. To a lesser extent, additional health coverage required under the Affordable Care Act.

3. Current rates will not pay for the projected claim cost. Premium payments will have to be increased for the City, employees and retirees. The increase for the City in FY 2017 will be covered with the FY 2016 salary savings discussed above. We are proposing increases for employees and retirees as follows:

Employees	Increases Bi-Weekly
Employee Only	\$15.50
Employee +1	\$17.00
Employee +2+	\$19.50
Retirees	Monthly Increases
Retiree Only	\$39.00
Retiree Spouse Only	\$39.00
Retiree +1	\$114.00
Retiree +2+	\$131.00
Prescription Co-Pays	
Type Coverage	Per Rx Increase
Generic	\$ 0.00
Preferred	\$10.00
Specialty	\$10.00

4. To join the BCBS of AL and Prime Therapeutics Value One Network for Pharmacies. This is a network of pharmacies with which BCBS has negotiated prescription discounts. To have coverage employees/retirees will have to use a pharmacy in the network. Fortunately, there are a number of network pharmacies in Dothan. It is estimated that this will reduce cost \$300,000 per year.

5. The City's goal should be to maintain a Health Insurance Reserve of 20% of anticipated claims. This would be approximately \$2.7 million for FY 2017. Obviously,

we are not close to that even with the current rate increases. However, such a reserve would allow the City to absorb major claims in cost and provide time to evaluate and adjust rates as necessary. To accomplish this, rates will need to be adjusted periodically and we need a little luck on the final annual claims cost to help build the reserve.

Unfortunately, the trend in health care cost is increasing, especially the cost of prescription drugs. The good news is that the rate of increase for the City is less than the national average. Health insurance is one of the critical benefits the City provides for its employees. From 2003 to 2015, there was no increase premium cost for employees. However, the escalating cost of health insurance claims requires that everybody pay more to maintain the level of benefits and keep the self-insured health insurance fund financially sound. Delvick has compared the City's cost and premiums to those of the State Insurance Plan that local governments are allowed to participate in. At this time the cost is lower for the City to remain with its current self-insured program.

As always, if you have any questions please let me know.

MKW:lam

RESOLUTION NO. _____

WHEREAS, the City of Dothan desires roadway lighting along the Ross Clark Circle from North Cherokee Avenue to Bauman Drive, and

WHEREAS, the Alabama Department of Transportation requires a complete Photometric Study stamped by an Alabama Professional Engineer of the proposed roadway lighting to include detailed diagrams of the proposed light fixtures and dimensions, and

WHEREAS, the City of Dothan is required to hire an Alabama Professional Engineer to provide the required roadway lighting desired route.

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

Section 1. That the City of Dothan enters into an agreement with White Engineering, LLC to provide professional engineering services for the development of technical plans and specifications for roadway lighting along the Ross Clark Circle from N. Cherokee Avenue to Bauman Drive, to meet the requirements of Illuminating Engineering Society of North America guidelines and ALDOT Standard Specifications for Highway Construction and completion of ALDOT permit application for the sum of \$30,000, which said agreement follows:

White Engineering, LLC
464 West Grey Hodges Road
Dothan, AL 36303
334-794-5004
jwhiteeng@aol.com

**FEE PROPOSAL FOR ROSS CLARK CIRCLE ROAD STREET LIGHTING PROJECT,
DOTHAN, ALABAMA**

June 17, 2016

Chris L. Phillips, PE
City of Dothan
Electrical Operations Superintendent
200 Kilgore Drive
Dothan, Alabama 36082

Dear Mr. Phillips,

We are pleased to be able to provide for you a fee proposal for Engineering Services as outlined below. Thank you for the opportunity to provide this service to you.

The scope of work will be to provide technical plans and specifications for providing new street lighting for an area of Ross Clark Circle which is being enlarged from 4-lane to 6-lane. The area of the circle which will be lighted is approximately from North Cherokee Street west to Bauman Drive. Street lighting foot candle levels will be provided in accordance with IESNA guidelines. The new installation will be in accordance with requirements of the ALDOT Standard Specifications for Highway Construction. A photometric plan will be provided. This fee will include all field work required to obtain data and information and will include inspections of work performed as required. **Engineering Fee: \$25,000.00**

As a separate line item we will provide application for permit for work and approval of plans from ALDOT. **ALDOT Permit Application Paperwork Fee: \$5000.00**

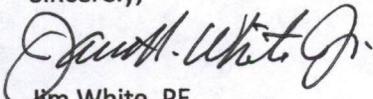
Notes:

1. All supporting building plans (CAD format) for completing this work will be provided by the City of Dothan.
2. All payments shall be made within 30 days of invoice date.
3. Proposal may be withdrawn if not accepted within 30 days.

Acceptance of Proposal: Date: _____ Signature: _____

We look forward to working with you on this project!

Sincerely,


Jim White, PE

Resolution No. _____, entering into a contract with White Engineering, LLC to provide professional engineering services for the development of technical plans and specifications for roadway lighting along the Ross Clark Circle from N. Cherokee Avenue to Bauman Drive, continued.

Section 2. That the sum of \$30,000.00 be appropriated in FY 2016 to Dothan Utilities/Electric/Maintenance Electric System/Other Services & Charges/ Professional Services, Account Number 401-8117-581.30-42 for the development of technical plans and specifications for roadway lighting along the Ross Clark Circle from N. Cherokee Avenue to Bauman Drive. This appropriation is to be funded by increasing the Utility Fund/Non-Revenue Receipts/Utilization of Fund Balance, Account Number 401-0000-391.01-00 by the sum of \$30,000.00

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, the City of Dothan desires roadway lighting along U.S. Highway 84 East from the Ross Clark Circle to Health Sciences Boulevard, and

WHEREAS, the Alabama Department of Transportation requires a complete Photometric Study stamped by an Alabama Professional Engineer of the proposed roadway lighting to include detailed diagrams of the proposed light fixtures and dimensions, and

WHEREAS, the City of Dothan is required to hire an Alabama Professional Engineer to provide the required roadway lighting desired route.

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

Section 1. That the City of Dothan enters into an agreement with White Engineering, LLC to provide professional engineering services for the development of technical plans and specifications for roadway lighting along U.S. Highway 84 East from the Ross Clark Circle to Health Sciences Boulevard, to meet the requirements of Illuminating Engineering Society of North America guidelines and ALDOT Standard Specifications for Highway Construction and completion of ALDOT permit application for the sum of \$30,000, which said agreement follows:

White Engineering, LLC
464 West Grey Hodges Road
Dothan, AL 36303
334-794-5004
jwhiteeng@aol.com

FEE PROPOSAL FOR STREET LIGHTING DESIGN FOR HWY 84 EAST FROM ROSS CLARK CIRCLE TO ACOM ENTRANCE ROAD, DOTHAN, ALABAMA

June 17, 2016

Chris L. Phillips, PE
City of Dothan
Electrical Operations Superintendent
200 Kilgore Drive
Dothan, Alabama 36082

Dear Mr. Phillips,

We are pleased to be able to provide for you a fee proposal for Engineering Services as outlined below. Thank you for the opportunity to provide this service to you.

The scope of work will be to provide technical plans and specifications for providing new street lighting on HWY 84E from the Ross Clark Circle and east approximately 1.5 miles to the Alabama College of Medicine entrance road. Street lighting foot candle levels will be provided in accordance with will IESNA guidelines. The new installation will be in accordance with requirements of the ALDOT Standard Specifications for Highway Construction. A photometric plan will be provided. This fee will include all field work required to obtain data and information and will include inspections of work performed as required.

Engineering Fee: \$25,000.00

As a separate line item we will provide application for permit for the work and approval of the plans from ALDOT. **ALDOT Permit Application Paperwork Fee: \$5000.00**

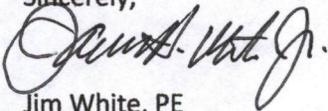
Notes:

1. All supporting building plans (CAD format) for completing this work will be provided by the City of Dothan.
2. All payments shall be made within 30 days of invoice date.
3. Proposal may be withdrawn if not accepted within 30 days.

Acceptance of Proposal: Date: _____ Signature: _____

We look forward to working with you on this project!

Sincerely,



Jim White, PE

Resolution No. _____, entering into a contract with White Engineering, LLC to provide professional engineering services for the development of technical plans and specifications for roadway lighting along U.S. Highway 84 East from the Ross Clark Circle to Health Sciences Boulevard, continued.

Section 2. That the sum of \$30,000.00 be appropriated in FY 2016 to Dothan Utilities/Electric/Maintenance Electric System/Other Services & Charges/ Professional Services, Account Number 401-8117-581.30-42 for the development of technical plans and specifications for roadway lighting along U.S. Highway 84 East from Ross Clark Circle to Health Sciences Boulevard. This appropriation is to be funded by increasing the Utility Fund/Non-Revenue Receipts/Utilization of Fund Balance, Account Number 401-0000-391.01-00 by the sum of \$30,000.00

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, request for funding has been made by the Dothan Dolphins for assistance with the purchase of starting blocks.

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 \$8,400 be made in FY 2017 to the Dothan Dolphins to assist with the purchase of starting blocks. Said appropriation is to be budgeted in the Fiscal Year 2017 and paid from the General Fund/Dothan Recreation Fund/Swimming/Other Operating Supplies, Account Number 001-4830-548.20-29.

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 the City Clerk 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 2017.

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, request for funding has been made by the Dothan-Houston County Substance Abuse Partnership for salary and training.

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 \$50,731 be made in FY 2017 to the Dothan-Houston County Substance Abuse Partnership to fund salary and training for members. Said appropriation is to be budgeted in the Fiscal Year 2017 and paid from the General Fund/Health Education and Welfare/Subsidies to Agencies, Account Number 001-3119-531.30-44.

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 the City Clerk of the City of Dothan, Alabama, are authorized and directed to pay this appropriation in monthly installments or as invoiced with such to be charged against the appropriate account in Fiscal Year 2017.

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 Dothan Police Department desires to identify key issues that are important to the residents of Dothan regarding the police department, improve services provided to residents, and take necessary steps to improve the quality of life for residents of Dothan.

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

Section 1. The City of Dothan enters into a contract with Troy University to conduct a community relationship survey of the Dothan Police Department at a cost of \$5,868.00, which said contract follows:



THE CITY OF DOTHAN, ALABAMA

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

MIKE K. WEST
CITY MANAGER
mkwest@dothan.org

August 12, 2016

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

Board of Commissioners:

I will be presenting to you for your consideration a fixed cost contract for services rendered between the City of Dothan and Troy University.

The Police Department has in its strategic plan the need for a community survey. In order to gather objective and unbiased information from the residents of Dothan, two professors from Troy University (Christopher Bradley, Ph.D. and Jeneve Brooks, Ph.D.) have agreed to conduct a research project that will provide the community of Dothan with accurate data that reflects the opinions of the citizens of Dothan.

The staff recommends and I concur with aforementioned request to partner with Troy University to conduct the survey, collect the data, and report the findings to us.

Sincerely,

A handwritten signature in black ink that reads "Mike West".

Michael K. West
City Manager

FIXED COST CONTRACT FOR SERVICES TO BE RENDERED

This binding contract is made between The **City of Dothan, Alabama** (Sponsor) and **Troy University** (TROY) (EIN 63-6001102). Sponsor will provide financial support for services to be rendered by TROY in the amount agreed upon below. Services to be rendered (The Project) are detailed in an attachment to this binding contract and are incorporated by reference.

ARTICLE 1, PROJECT TITLE:

Dothan Community Survey Project

ARTICLE 2, SPECIFIED PROJECT TIMEFRAME:

The Project is set to begin at **September 1, 2016** and will end **December 31, 2016** at which time the terms and conditions will have been fulfilled.

ARTICLE 3, FINANCIAL SUPPORT:

In order to financially support The Project, Sponsor agrees to provide the full sum of **\$5,868.00** to TROY for the purposes of conducting The Project. Postal costs, photocopy costs, and material costs will be absorbed by the City of Dothan.

Sponsor further agrees to provide either all or an agreed upon portion of the full sum by no later than the begin date and time specified in Article 2 of this binding contract in a manner specified in the payment schedule below. The remainder of the full sum will be paid either upon the completion of The Project or upon the end date specified in Article 2, whichever occurs first.

Payment schedule:

- Full payment upon execution (signature) of this binding contract.
- 90% payment upon execution of this binding contract, 10% payment upon completion of The Project or upon the end date specified in Article 2.
- 50% payment upon execution of this binding contract, 50% payment upon completion of The Project or upon the end date specified in Article 2.
- Other: _____

Sponsor's billing address:

The City of Dothan Alabama
Post Office Box 2128
Dothan, Alabama 36302

ARTICLE 4, PROJECT DELIVERABLES:

TROY agrees to furnish to Sponsor with one or more of the following project deliverables as specified in the attachment to this binding contract: (a) technical reports; (b) all collected data and datasets; (c) presentation materials summarizing the collected data and datasets; (d) a final report; (e) other deliverables as outlined in the attachment to this binding contract.

ARTICLE 5, DISPOSITION OF DELIVERABLES:

All technical reports, data, datasets, presentation materials, final report and other deliverables become the property of Sponsor upon the completion of this project or the end date specified in Article 2 of this binding contract, whichever occurs first. Although The Project deliverables become the property of Sponsor upon the completion of this project or the end date specified in Article 2 of this binding contract (whichever occurs first), TROY reserves the right to retain a copy of The Project deliverables in perpetuity for internal use and subject to the confidentiality provisions articulated in Article 9 of this binding contract. TROY also reserves the right in perpetuity to advertise the fact that The Project has been conducted for Sponsor.

ARTICLE 6, EQUIPMENT (IF APPLICABLE):

TROY retains title to any and all equipment in perpetuity purchased for The Project with funds provided by Sponsor.

ARTICLE 7, INTELLECTROYAL PROPERTY (IF APPLICABLE):

Any invention made strictly following The Project, or which read upon rights of patents owned by or assigned to, or is related to the confidential information of TROY will be the property of TROY. All inventions will belong to TROY, with Sponsor having the first right to obtain a license under reasonable terms and conditions.

ARTICLE 8, PUBLICATION RIGHTS:

Any and all information from all technical reports, data, datasets, presentation materials, final report and other deliverables will not be published to a general audience without the express written consent and permission of Sponsor. Aspects of The Project may be used in perpetuity by TROY for advertising purposes only, subject to the confidentiality provisions articulated in Article 9 of this binding contract.

ARTICLE 9, SPONSOR CONFIDENTIAL INFORMATION:

Should it be necessary for TROY personnel to receive Sponsor confidential information, Sponsor agrees to state in writing at the time of delivery that such information is confidential. If Sponsor orally informs TROY that such information is confidential, Sponsor agrees to state to writing that said information is confidential within five (5) calendar days of the oral disclosure. TROY and its personnel agree to safeguard Sponsor confidential information to the same extent it safeguards its own.

TROY and its personnel treat all technical reports, data, datasets, presentation materials, final report and other deliverables associated with The Project as confidential information at all times. Although TROY reserves the right in perpetuity to use aspects of The Project for

advertising purposes only, TROY agrees not to disclose specifics about all technical reports, data, datasets, presentation materials, final report and other deliverables associated with The Project without the express written consent of Sponsor.

In plain English: TROY reserves the right to advertise that it conducted a research project *for* a client, but TROY agrees not to divulge the specific content *of* the research project without the written consent of the client.

ARTICLE 10, NON-DISCLOSURE AGREEMENT:

A Non-Disclosure Agreement (NDA) is available upon request of Sponsor. In the event that a NDA is requested, TROY reserves the right in perpetuity to advertise the fact that The Project has been conducted for Sponsor, subject to the confidentiality provisions articulated in Article 9 of this binding contract.

ARTICLE 11, DISCLAIMER OF WARRANTY:

The Project technical reports, data, datasets, presentation materials, final report and other deliverables are provided to Sponsor "as is" without warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability and fitness for a particular purpose. TROY shall not be liable for any direct, indirect, consequential, special or other damages suffered by Sponsor as a result of Sponsor's use of The Project technical reports, data, datasets, presentation materials, final report and other deliverables.

ARTICLE 12, COMPLETION:

TROY will use all reasonable and proper efforts to complete The Project on time, on budget and in accordance with the details contained within the attachment to this binding contract. Because of the nature of the work, TROY does not guarantee The Project will be completed within the timeframe specified within Article 2 of this binding contract. TROY is not obligated to spend more on The Project than the funds provided by Sponsor for The Project. TROY shall not be liable for any failure of or delay in the performance of The Project for the period that such failure or delay is due to causes beyond the reasonable control of TROY, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

ARTICLE 13, FAIR USE OF PROPRIETARY MATERIALS:

The name and/or logo of TROY may NOT be directly cited, displayed or otherwise used upon any of the Sponsor's publications, packaging, or audiovisual presentations when referencing The Project unless express written authorization is obtained in advance from TROY.

ARTICLE 14, GENERAL INFORMATION:

This instrument contains the entire binding contract between TROY and Sponsor with respect to the subject matter hereof. Modifications to the terms of this binding contract are not valid unless made in writing and signed by authorized representatives of TROY and Sponsor. This binding contract is governed according to the laws of the State of Alabama.

ARTICLE 15, EXECUTION OF BINDING CONTRACT:

IN WITNESS WHEREOF, the parties affix and set out their signatures below on the dates first above written and by so affixing their signatures do verify that he or she is the person so signing, having read and having completely understood the provisions, requirements, conditions and limitations or the agreement set forth above.

This agreement is binding only when all required signatures have been affixed.

TROY UNIVERSITY:

Printed Name Jack Hawkins, Jr., Ph.D.

Title Chancellor, Troy University

Signature _____

Date _____

SPONSOR:

Printed Name Mike Schmitz

Title Mayor, The City of Dothan Alabama

Signature _____

Date _____

PROJECT PROPOSAL

Version of Proposal: 1A	Title of Proposed Project:	Point of Contact:
Date of proposal: May 31 st , 2016	Dothan Community Survey Project	Melissa McGill Phone: 334-615-3095 mamcgill@dothan.org

Project Overview:

A consortium of public leaders from the Dothan Mayor's office, the Dothan Police Department, and the Dothan Community Relations Group have need of accurate and objective information concerning the opinions of the citizens of Dothan. In order to gather objective and unbiased information from the residents of Dothan, two professors from Troy University (Christopher Bradley, Ph.D. and Jeneve Brooks, Ph.D.) have agreed to conduct a research project that will provide the community of Dothan with accurate data that reflects the opinions of the citizens of Dothan.

The information gathered by this research project will allow public leaders in Dothan to accomplish the following goals: 1) identify the key issues that are important to the residents of Dothan regarding community policing; 2) improve the services the city of Dothan provides to the residents of Dothan; 3) take the necessary steps to improve the quality of life for residents of Dothan.

Project Objectives:

The following project objectives are proposed for consideration:

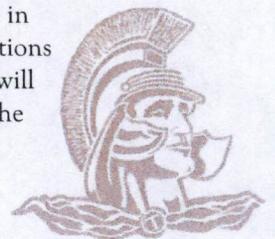
- 1) Develop an appropriate quantitative survey instrument to collect survey data from residents of the community of Dothan;
- 2) Obtain a 30% response rate of returned surveys from the residents of the community of Dothan;
- 3) Process, organize, analyze, and provide a final report of the collected survey data.

Project Methodology and Data Analysis:

The proposed data collection and analysis strategy will incorporate proven methodologies and proper statistical analyses to ensure that your data needs are met on time and on budget.

Specifically, a mail-based survey design will be used for the collection of all data. As part of the overall methodological design, a three-push mailed survey approach will be used. This method is anticipated to achieve a 30% response rate, which is considered to be an optimal survey response rate for mailed surveys.

The latest version of IBM SPSS predictive analytics software will be used to identify any and all trends within the data once all data have been collected, properly coded and cleaned. Descriptive statistics for all variables within the dataset will be calculated; in addition, inferential statistical tests will be calculated to examine whether key questions vary as a function of one or more demographic factors. Inferential statistical tests will also be used to discover whether statistically significant relationships exist among the



various key questions. Finally, all open-ended qualitative questions contained within the survey instrument will be subjected to a content analysis in order to discover the extant themes contained within the data.

Project Deliverables:

Upon completion of the current project, the community of Dothan will receive the following project deliverables:

- 1) A copy of all collected data in a Microsoft Excel, Microsoft Word, Adobe Reader and SPSS file format (as appropriate for data type);
- 2) A written report summarizing all collected data activities.

Tentative Timeline:

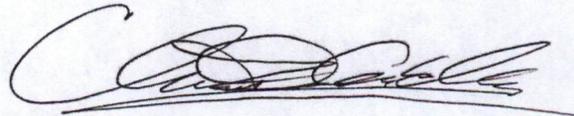
May 2016:	Approval of the project proposal and signing of contracts.
June 2016:	Drafting of survey questions by action group committee.
July 2016:	Troy University Institutional Review Board (IRB) approval.
August-October 2016:	Mail surveys to members of the Dothan community.
November 2016:	Analysis of returned survey data.
December 2016:	Presentation of results to Dothan community.

Tentative Project Budget:

The total budget for this project hinges on several factors; as such, several price point projections have been calculated. These projections can be found in Appendix A of this project proposal. Final costs for the project will largely depend upon a desired margin of error, as this will dictate the final sample size of the project. Budgeted prices are subject to change as a function of market fluctuations, modification of the project parameters, and sales tax. All budget projections will be finalized prior to execution of a fixed cost contract with Troy University.

I look forward to working with you on this project, and I look forward to gathering the data that will help you to achieve your goal of gathering accurate and objective information from the residents of Dothan. Should you have questions concerning this proposal, please feel free to contact me at your convenience by email (cbradley149481@troy.edu) or by phone (334-808-6546). I look forward to working with you in the near future.

Respectfully submitted,



Christopher S. Bradley, Ph.D.
Associate Professor of Sociology
Division of Social Sciences and Leadership
Troy University



Appendix A
Project Pricepoint Projections

Scenario 1: All costs absorbed by Troy University.

Physical equipment purchase:	\$2755. ¹⁶
Cost of personnel:	\$2391. ⁸⁰
Per unit materials for a 4-page survey:	\$ 0. ⁷¹
Postage for a per unit mailing:	\$ 4. ⁰⁶
3% margin of error; final sample size will require 1,050 respondents. Achieving this sample size will require the mailing of 9,450 units total.	
4% margin of error final sample size will require 595 respondents. Achieving this sample size will require the mailing of 5,375 units total.	
5% margin of error final sample size will require 382 respondents. Achieving this sample size will require the mailing of 3,450 units total.	
Final cost, 3% margin of error:	\$57,254.⁷⁴
Final cost, 4% margin of error:	\$35,095.⁷⁰
Final cost, 5% margin of error:	\$24,627.⁹⁴

Scenario 2: Postal costs absorbed by the City of Dothan.

Physical equipment purchase:	\$2755. ¹⁶
Cost of personnel:	\$2391. ⁸⁰
Per unit materials for a 4-page survey:	\$ 0. ⁷¹
3% margin of error; final sample size will require 1,050 respondents. Achieving this sample size will require the mailing of 9,450 units total.	
4% margin of error final sample size will require 595 respondents. Achieving this sample size will require the mailing of 5,375 units total.	
5% margin of error final sample size will require 382 respondents. Achieving this sample size will require the mailing of 3,438 units total.	
Final cost, 3% margin of error:	\$13,516.³⁶
Final cost, 4% margin of error:	\$10,203.⁴⁵
Final cost, 5% margin of error:	\$ 8,650.²⁵

Scenario 3: Postal costs, photocopy costs, and materials costs absorbed by the City of Dothan.

Physical equipment purchase:	\$2755. ¹⁶
Cost of personnel:	\$2391. ⁸⁰
Final cost, 3% margin of error:	\$5,867.⁵³
Final cost, 4% margin of error:	\$5,867.⁵³
Final cost, 5% margin of error:	\$5,867.⁵³

Note: All projected costs do not include sales tax. All projected costs include a 14% university indirect cost charge.



Appendix B
Projected Materials and Expenses Costs

Material items costs

Item	Cost for Item	Cost per Unit
9" X 12" manila envelopes, box of 100	\$14.99	\$0.15
Avery address labels 55160, box of 3000	\$51.50	\$0.01
Avery shipping labels 5163, box of 1000	\$50.10	\$0.03
Avery file folder label 6141, pack of 156	\$2.26	\$0.02
4" X 6" unruled white index cards, pack of 500	\$7.79	\$0.02
Troy University letterhead, box of 1000	\$75.00	\$0.08

Physical Equipment costs

Item	Cost for Item	Cost per Unit
Remark Office OMR 2014 software	\$1,195.00	\$1,195.00
HP Scanjet Enterprise Flow duplex flatbed scanner	\$1,499.00	\$1,499.00
Adesso Nuscan 1200V Handheld barcode scanner	\$61.16	\$61.16

Photocopy costs

Item	Cost per copy
11" X 17" single fold four-page survey instrument	\$0.21

Postage costs

Item	Cost per mailing
9 X 12 outgoing mail flat, 3 oz.	\$1.86
9 X 12 return mail flat, 3 oz.	\$1.86
Reminder postcard	\$0.34





Salary costs	
Item	Cost for project
Jeneve Brooks, Salary	\$1,000.00
Jeneve Brooks, FICA	\$76.50
Jeneve Brooks, Retirement	\$119.40
Christopher Bradley, Salary	\$1,000.00
Christopher Bradley, FICA	\$76.50
Christopher Bradley, Retirement	\$119.40

Indirect costs	
Item	Cost for project
14% for university overhead	14% of final totals

Note: All projected costs do not include sales tax. All projected costs are subject to a 14% university indirect cost charge.



Res. No. _____ entering into an agreement with Troy University, 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. _____

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

Section 1. That the City of Dothan enters into a purchase agreement with Broadcast Music Inc., (BMI) for the purpose of ensuring proper collection and payment of fees for publicly performed concerts and including recorded music for a period of one year. The minimal annual fee would be \$234.00 with fees based upon tickets distributed for the non-benefit concerts. The fee is based upon a scale on the attached documents, which said agreement follows:



Music License for Venue - with less than 10,000 seats -

1. DEFINITIONS

- (a) **LICENSEE** shall mean the entity identified on Page 4 herein that presents an Attraction at a Venue.
- (b) **Venue** shall include, but not be limited to, a concert hall, stadium, auditorium, civic center, coliseum, theatre, amphitheater, stage, or similar facility, whether enclosed or not, where an Attraction may be presented, located within the United States of America, its territories and possessions.
- (c) **Attractions** shall mean concerts, variety shows (excluding circuses), pageants and other similar spectator events (including events sponsored by charitable organizations or for charitable purposes) that include music, whether or not music is the principal type of entertainment.
- (d) **Seating Capacity** shall mean the total number of seats permanently affixed in the Venue where the Attraction is presented plus any temporary seats added within the Venue for a particular Attraction. If the total number of seats available for the Attraction shall be less than that of the permanent Seating Capacity of the Venue, "Seating Capacity" shall mean the total number of seats available for the particular Attraction. If a Venue does not have permanent seating, "Seating Capacity" shall mean the total number of persons attending a particular Attraction. If a Venue has lawn seating, then "Seating Capacity" shall mean the total number of seats permanently affixed in the Venue, in addition to total lawn Seating Capacity as determined by the local Fire Marshall.
- (e) **Gross Ticket Revenues** shall mean the total monies received, directly or indirectly, by LICENSEE or their authorized representatives from all ticket sales per Attraction. The term "Gross Ticket Revenues" shall not include: 1) federal, state and/or local taxes; 2) building/facility charge per ticket sold; 3) ticketing agent/service charge placed on each ticket sold; or 4) facility parking fees. Should the artist/performing act(s) choose to donate a portion of their fees from each ticket sale to a particular charity, then the appropriate deduction may be taken from the "Gross Ticket Revenues"; provided however, that BMI be given copies of said artist/performing act(s) agreement(s) stipulating such with the exact amount of the charitable donation per ticket sold.
- (f) **Benefit Event** shall mean a public entertainment performance or social event held to raise funds for a specific person or cause in which all proceeds less direct expenses are donated to charity.

2. BMI GRANT

- (a) BMI hereby grants to LICENSEE, for the Term of this Agreement, a non-exclusive license solely to perform, present or cause the performance of, as part of Attractions in Venues, **including recorded music** performed in conjunction with Attractions before, after or during the intermissions thereof, all the musical works as to which BMI shall have the right to grant public performance licenses during the Term. Such license shall be restricted to performance of music in the manner described herein, and is granted in consideration of payment of the license fees as set forth herein and is subject to all of the terms and conditions hereof. This license does not include: (i) dramatic rights, the right to perform dramatico-musical works in whole or in substantial part, the right to present individual works in a dramatic setting or the right to use the music licensed hereunder in any context which may constitute an exercise of the "grand rights" therein; or (ii) the right to simultaneously broadcast, telecast, cablecast, or otherwise transmit (including by the Internet or on-line service) the performances licensed hereunder to persons outside of the Venue in which they originate; (iii) performances of music by means of a coin-operated phonorecord player (jukebox).
- (b) BMI reserves the right at its discretion to withdraw from the license granted hereunder any musical work as to which any legal action has been instituted or a claim made that BMI does not have the right to license the performing rights in such work or that such work infringes another composition.

3. REVIEW OF STATEMENTS/ACCOUNTINGS

- (a) BMI shall have the right to verify such data or information that is required to be furnished by LICENSEE pursuant to Paragraph 10, by reference to a reliable, published, third-party industry source (such as Pollstar) and by BMI's authorized representatives, at any time during customary business hours, and upon thirty (30) days advance written notice, examining those portions of LICENSEE's books and records of account to such extent as may be necessary to verify any and all statements and/or accountings made hereunder. BMI shall consider all data and information coming to its attention as the result of any such examination of LICENSEE's books and records confidential.
- (b) In the event that BMI discovers an inaccuracy in any information reported by LICENSEE pursuant to Paragraph 10, either through an examination of LICENSEE's books and records, or otherwise, and as a result it is revealed that LICENSEE underpaid license fees to BMI, and the correct license fee is not paid to BMI within thirty (30) days of BMI's notice to LICENSEE of the inaccuracy or underpayment, then LICENSEE shall pay a late payment charge on the additional license fees due as a result of the examination(s) of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less, from the date(s) the license fees should have been paid pursuant to this Agreement.

4. LATE PAYMENT CHARGE

BMI may impose a late payment charge of one and one-half percent (1½%) per month from the date any payment is due hereunder on any payment that is received by BMI more than one (1) month after the due date.

5. INDEMNITY BY BMI

BMI agrees to indemnify, save harmless and defend LICENSEE, its officers and employees, from and against any and all claims, demands or suits that may be made or brought against them or any of them with respect to the performance of any musical works licensed under this Agreement. Such indemnity shall be limited to musical works which are licensed by BMI at the time of LICENSEE's performances. BMI will, upon reasonable written request, advise LICENSEE whether particular musical works are available for performance as part of BMI's repertoire. LICENSEE shall provide the title and the writer/composer of each musical composition requested to be identified. LICENSEE agrees to give BMI immediate notice of any such claim, demand or suit, to deliver to BMI any papers pertaining thereto, and to cooperate with BMI with respect thereto, and BMI shall have full charge of the defense of any such claim, demand or suit.

6. BREACH OR DEFAULT/WAIVER

Upon any breach or default of the terms and conditions of this Agreement, BMI shall have the right to cancel this Agreement, but any such cancellation shall only become effective if such breach or default continues for thirty (30) days after the date of BMI's written notice to LICENSEE thereof. The right to cancel shall be in addition to any and all other remedies which BMI may have. No waiver by BMI of full performance of this Agreement by LICENSEE in any one or more instances shall be a waiver of the right to require full and complete performance of this Agreement thereafter or of the right to cancel this Agreement in accordance with the terms of this Paragraph.

7. ARBITRATION

All disputes of any kind, nature or description arising in connection with the terms and conditions of this Agreement shall be submitted to the American Arbitration Association in the City, County and State of New York for arbitration under its then prevailing arbitration rules. The arbitrator(s) to be selected as follows: Each of the parties shall, by written notice to the other, have the right to appoint one arbitrator. If, within ten (10) days following the giving of such notice by one party the other shall not, by written notice, appoint another arbitrator, the first arbitrator shall be the sole arbitrator. If two arbitrators are so appointed, they shall appoint a third arbitrator. If ten (10) days elapse after the appointment of the second arbitrator and the two arbitrators are unable to agree upon the third arbitrator, then either party may, in writing, request the American Arbitration Association to appoint the third arbitrator. The award made in the arbitration shall be binding and conclusive on the parties and judgment may be, but need not be, entered in any court having jurisdiction. Such award shall include the fixing of the costs, expenses and attorneys' fees of arbitration, which shall be borne by the unsuccessful party.

8. OFFER OF COMPARABLE AGREEMENT

In the event that BMI, at any time during the Term of this Agreement, shall, for the same class and category as that of LICENSEE, issue licenses granting rights similar to those in this Agreement on a more favorable basis, BMI shall, for the balance of the Term, offer LICENSEE a comparable agreement.

9. FEES

- (a) LICENSEE agrees to pay BMI a license fee for each performance of an Attraction that LICENSEE promotes, except where another person, entity or Venue is responsible for paying the license fee for that performance. Such license fee shall be computed on the basis set forth in the License Fee Schedule of this Agreement.
- (b) License fees for Attractions **with** paid admission shall be calculated pursuant to Schedule A of the License Fee Schedule. License fees for Attractions **with no** paid admission (i.e., free to guests) or Benefit Events shall be calculated pursuant to Schedule B of the License Fee Schedule. License fees outlined in Schedule B for subsequent Contract Years will be adjusted by the Consumer Price Index, as described in subparagraph 9(c) hereunder.
- (c) In no event shall an Attraction's annual license fee for any Contract Year be less than the Minimum Annual Fee for the applicable year. The Minimum Annual Fee for the 2016 Contract Year is \$234. The Minimum Annual Fee for subsequent Contract Years shall be an adjustment of the previous Contract Year rates based upon any percentage increase in the Consumer Price Index – All Urban Consumers (CPI-U) between the preceding July and the next preceding July, and shall be rounded to the nearest dollar.
- (d) When an Attraction is believed to be comprised entirely of musical compositions for which BMI shall not have the right to grant public performance licenses, LICENSEE may, at its option, submit a schedule, including writer and publisher information, for all those musical compositions performed at said Attraction, *including opening acts and recorded music, if any*, and in those instances in the opinion of BMI, where all of the musical compositions performed at said Attraction are ones to which BMI does not have the right to grant public performance licenses, no fee shall be due and payable to BMI. In the event no schedule is submitted to BMI, LICENSEE must pay the applicable fee for said Attraction pursuant to Schedule A (or in the case of a Benefit Event or no charge Attraction, Schedule B) of this Agreement.

LICENSE FEE SCHEDULE

SCHEDULE A			
EVENTS <u>WITH</u> PAID ADMISSION			
<u>Seating Capacity</u>			<u>% of Gross Ticket Revenue</u>
0	to	2,500	0.80%
2,501	to	3,500	0.60%
3,501	to	5,000	0.40%
5,001	to	9,999	0.30%
SCHEDULE B			
FREE OR BENEFIT EVENTS			
<u>Seating Capacity</u>			<u>Fee Per Benefit Event</u> <u>With No Charge</u>
0	to	250	\$16.00
251	to	750	\$19.00
751	to	1,500	\$31.00
1,501	to	2,500	\$51.00
2,501	to	5,000	\$73.00
5,001	to	7,500	\$99.00
7,501	to	9,999	\$140.00

Minimum Annual Fee is \$234

10. REPORTING OF ATTRACTIONS/PAYMENT

- (a) Upon signing this Agreement, LICENSEE shall pay at least the Minimum Annual Fee, plus any additional amounts immediately due as initially reported. LICENSEE shall submit reports and payments for those Attractions which actually were presented during each period on a quarterly basis and shall pay all fees due. For all quarterly periods, reports and payments shall be due on the twentieth (20th) day of January, April, July and October of each year of this Agreement for all Attractions presented by LICENSEE during the prior calendar quarter. Should LICENSEE fail to report and submit payments to BMI within thirty (30) days after the specified date, then BMI will apply estimated billings to the account based on either LICENSEE's prior year's corresponding quarter figures or reports from a reliable, published, third-party industry source (e.g., Pollstar), whichever is higher. BMI shall give written notice to LICENSEE of the estimated fee calculated. LICENSEE shall have thirty (30) days after such written notice by BMI to submit the report. If BMI does not receive the report from LICENSEE within those thirty (30) days, BMI and LICENSEE agree that BMI's Estimated License Fee shall then be established as the Actual License Fee for the period unreported by LICENSEE. BMI and LICENSEE further agree that such established Actual License Fee (subject to adjustment by audit) shall also become the Estimated License Fee for the following contract period. LICENSEE agrees to waive its right to file its report for any period in which BMI's Estimated License Fee becomes the Actual License Fee. Any differences between the estimated and the actual reported fee shall be payable by LICENSEE when the report is submitted. If BMI's estimated fee is greater than the actual reported fee, then LICENSEE's account shall be credited with the difference, provided however that LICENSEE's annual license fee shall not fall below the Minimum Annual Fee.
- (b) Upon payment of license fees to BMI, LICENSEE shall furnish to BMI a statement, on forms available from BMI, signed by an officer or auditor of LICENSEE, setting forth all performances of *all* Attractions occurring during the applicable calendar quarter in LICENSEE's Venue. Such statement shall include the name of each Attraction, the Seating Capacity for each Attraction, the dates of each Attraction, the number of performances each day and the Gross Ticket Revenues (as defined in Paragraph 1(e)) for a regularly scheduled performance of each Attraction. LICENSEE's statement shall also include performances of Attractions where another person, entity or Venue is responsible for paying the license fee. A statement shall be furnished to BMI by LICENSEE for each calendar quarter during the Term of the Agreement, regardless of whether or not any performances occurred during that calendar quarter.
- (c) In the event that LICENSEE engages in the presentation of an Attraction in conjunction with, or sells or otherwise transfers the promotional responsibility of an Attraction to other persons or entities licensed separately by BMI under another BMI Music Performance Agreement, LICENSEE shall indicate on the statement required by subparagraph 10(b) hereof the names of all other persons, entities or Venues promoting or co-promoting, or otherwise responsible for, each Attraction and shall identify which party is responsible for payment of the BMI license fee for such Attraction. Transferring liability for promoted Attractions to anyone *but* a licensed promoter or co-promoter of the Attractions is not permitted. If the responsible promoter, co-promoter or person, entity, or Venue is not licensed by BMI under a BMI Music Performance Agreement, LICENSEE shall be deemed liable for payment of the fees due for such Attraction. In the event BMI receives a fee for an Attraction from both LICENSEE and one or more of its co-promoters or other promoter, or person, entity or Venue, the total of which exceeds the amount due, BMI shall refund or credit the excess proportionally among all promoters, co-promoters, persons, entities, or Venues who made payment.
- (d) LICENSEE shall deliver to BMI for each calendar quarter, by the twentieth (20th) day following the end of the calendar quarter, copies of any programs or lists of the musical works presented by LICENSEE in its Attractions during such quarter. Programs prepared for audiences or for LICENSEE's own use are to be included, and shall include the presentation of encores to the extent possible. Nothing contained herein shall be deemed to require LICENSEE to deliver material not otherwise prepared.

11. TERMINATIONS OF AGREEMENT BY LICENSEE

If LICENSEE permanently ceases to present Attractions, this Agreement and LICENSEE's obligation to BMI shall thereupon terminate, provided that LICENSEE shall, within ten (10) days thereafter, give written notice of such termination to BMI, setting forth the effective date thereof and that LICENSEE shall submit all reports and pay to BMI all fees due hereunder until said effective date.

12. CANCELLATION OF ENTIRE CATEGORY

BMI shall have the right to cancel this Agreement along with the simultaneous cancellation of the agreements of all other licensees of the same class and category as LICENSEE, as of the end of any month during the Term, upon sixty (60) days advance written notice.

13. STATE OR LOCAL TAX

In the event that the payment of any license fee to BMI by LICENSEE pursuant to this Agreement causes BMI to become liable to pay any state or local tax which is based upon the license fees received by BMI from LICENSEE, LICENSEE agrees to pay to BMI the full amount of such tax together with license fee payment(s) as invoiced by BMI; provided, however, that BMI shall make reasonable efforts to be exempted or excused from paying such tax, and BMI is permitted by law to pass through such tax to LICENSEE.

14. OKLAHOMA RATE CHANGE NOTICE

BMI shall notify LICENSEE of any rate change thirty (30) days prior to the expiration date of this Agreement.

15. COLORADO 72 HOUR REVIEW

LICENSEE shall have the right to rescind the Agreement for a period of seventy-two (72) hours after the execution of the Agreement.

16. NOTICES

All notices, if any, under this Agreement will be in writing and deemed given upon "mailing," when sent by ordinary first-class U.S. mail to the party intended, at its mailing address herein stated, or any other address which either party may designate. Any such notices sent to BMI shall be to the attention of the Vice President, Licensing Department at 10 Music Square East, Nashville, TN 37203. Any notice sent to LICENSEE shall be to the attention of the person signing this Agreement on behalf of LICENSEE or such other person as LICENSEE may designate to BMI in writing.

17. MISCELLANEOUS

This Agreement constitutes the entire understanding between the parties, will not be binding until signed by both parties, and cannot be waived or added to or modified orally, and no waiver, addition or modification shall be valid unless in writing and signed by the parties. The rights of LICENSEE are not assignable. This Agreement, its validity, construction and effect, shall be governed by the laws of the State of New York. The fact that any provisions contained herein are found by a court of competent jurisdiction to be void or unenforceable shall not affect the validity or enforceability of any other provisions. All headings in this Agreement are for the purpose of convenience and shall not be considered to be part of this Agreement.

Concert Date	Number of Shows Per Day	Headliner	Venue Information	Seating Capacity	A. Gross Ticket Sales	B. Fee Rate %	C. Attraction Fee (A x B = C)
			(Name) _____ (City) _____ (State) _____				
Responsible Party:							
<input type="checkbox"/> Promoter <input type="checkbox"/> Co-Promoter <input type="checkbox"/> No BMI Music <input type="checkbox"/> Venue							
Identify Responsible Party: _____ (Phone) _____							
_____ (Address) _____ (City) _____ (State) _____ (Zip) _____							

Concert Date	Number of Shows Per Day	Headliner	Venue Information	Seating Capacity	A. Gross Ticket Sales	B. Fee Rate %	C. Attraction Fee (A x B = C)
			(Name) _____ (City) _____ (State) _____				
Responsible Party:							
<input type="checkbox"/> Promoter <input type="checkbox"/> Co-Promoter <input type="checkbox"/> No BMI Music <input type="checkbox"/> Venue							
Identify Responsible Party: _____ (Phone) _____							
_____ (Address) _____ (City) _____ (State) _____ (Zip) _____							

If Benefit or No Charge Attraction, please contact us at 1-877-264-2137 and we will send you the appropriate form for reporting based on the following:

With respect to events for which there was No Charge or "Benefit Events", BMI hereby invokes its right to "verify such data that is required to be furnished by LICENSEE...." pursuant to Paragraph 3 of your BMI Agreement. Accordingly, if you presented any Attraction which was held to raise money for a specific person or cause and all the proceeds net of expenses were donated to the individual or a charitable organization specifically representing the cause, the following information is required: (a) evidence of gross receipts; (b) evidence of expenses; (c) evidence of payment to a specific individual or charitable organization. Note: The "Charitable Organization" to which proceeds are donated can not be Licensee.

IF MORE SPACE IS NEEDED, PLEASE MAKE COPIES OF THIS DOCUMENT

SEATING CAPACITY		% of Gross Ticket Revenue
0	to 2,500	0.80%
2,501	to 3,500	0.60%
3,501	to 5,000	0.40%
5,001	to 9,999	0.30%
Minimum Annual Fee is \$234		

SCHEDULE A
EVENTS WITH PAID ADMISSION

SEATING CAPACITY **% of Gross Ticket Revenue**

0 to 2,500 0.80%

2,501 to 3,500 0.60%

3,501 to 5,000 0.40%

5,001 to 9,999 0.30%

Minimum Annual Fee is \$234

SUBMITTED BY:

X _____

Signature _____

Print Name / Title _____

Date _____



BMI and the music stand symbol are registered trademarks of Broadcast Music, Inc.

Res. No. _____ entering into a purchase agreement with BMI, Inc.,
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:

Mayor

City Clerk

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

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

Section 1. That the City of Dothan enters into a purchase agreement with American Society of Composer, Authors and Publishers, (ASCAP), for the purpose of ensuring proper collection and payment of fees for publicly performed concerts for a period of one year. The minimal annual fee would be \$241.00 with fees based upon tickets distributed for the non-benefit concerts. The fee is based upon a percentage of the gross ticket sales. These fees would be charged to the promoter upon settlement of the shows and fees submitted to ASCAP, which said agreement follows:

CONCERTS AND RECITALS-BLANKET LICENSE AGREEMENT

Agreement between American Society of Composers, Authors and Publishers

("ASCAP"), located at 2 Music Square West, Nashville, TN 37203

by Dothan Civic Center & Dothan Opera House

("LICENSEE"), located at PO Box 2128 Dothan AL 36302

as follows:

1. Grant and Term of License

(a) ASCAP grants and LICENSEE accepts a license to perform publicly or cause to be performed publicly at concerts or recitals ("concerts") in the United States presented by or under the auspices of LICENSEE, and not elsewhere or otherwise, non-dramatic renditions of the separate musical compositions in the "ASCAP repertory." For purposes of this Agreement "ASCAP repertory" means all copyrighted musical compositions written or published by ASCAP members or members of affiliated foreign performing rights societies, including compositions written or published prior to or during the term of this Agreement and of which ASCAP has the right to license non-dramatic public performances.

(b) This license shall be for an initial term commencing August 15, 2016 and ending December 31 of the same calendar year, and shall continue thereafter for additional terms of one year each unless either party terminates it by giving the other party notice at least 30 days before the end of the initial or any renewal term. If such notice is given, the license shall terminate on December 31 of the year in which notice is given.

2. Limitations on License

(a) This license is not assignable or transferable by operation of law or otherwise, except upon the express written consent of the parties, but no assignment shall relieve the parties of their respective obligations as to performances rendered, acts done and obligations incurred prior to the effective date of the assignment.

(b) This license is strictly limited to the LICENSEE and to the premises where each concert is presented, and does not authorize any other performances other than those given at the premises as part of licensed concerts. This license shall not cover concerts for which the information required under Paragraph 3. of this Agreement has not been provided.

(c) This license does not authorize the broadcasting or telecasting or transmission by wire, internet, webcasting, on-line service or otherwise, of renditions of musical compositions in ASCAP's repertory to persons outside of the premises where each concert shall be presented.

(d) This license is limited to non-dramatic performances, and does not authorize any dramatic performances. For purposes of this Agreement, a dramatic performance shall include, but not be limited to, the following:

- (i) performance of a "dramatico-musical work" (as hereinafter defined) in its entirety;
- (ii) performance of one or more musical compositions from a "dramatico-musical work" (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken;
- (iii) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action, or visual representation;
- (iv) performance of a concert version of a "dramatico-musical work" (as hereinafter defined).

The term "dramatico-musical work" as used in this Agreement, shall include, but not be limited to, a musical comedy, opera, play with music, revue, or ballet.

(e) This license does not authorize the performance of any special orchestral arrangements or transcriptions of any musical composition in the ASCAP repertory, unless such arrangements or transcriptions have been copyrighted by members of ASCAP or foreign societies which have granted ASCAP the right to license such performances. ASCAP reserves the right at any time to restrict the first American performance of any composition in its repertory.

(f) ASCAP reserves the right at any time to withdraw from its repertory and from operation of this license, any musical work as to which any suit has been brought or threatened on a claim that such composition infringes a composition not contained in ASCAP's repertory, or on a claim that ASCAP does not have the right to license the performing rights in such composition.

(g) This license does not authorize any performance by means of a coin-operated phonorecord player (jukebox) for which a license is otherwise available from the Jukebox License Office.

(h) This license is limited to the United States, its territories and possessions and the Commonwealth of Puerto Rico.

3. License Fees, Reports and Payments

(a) In consideration of the license granted herein, LICENSEE agrees to pay ASCAP the applicable license fee for each concert presented based on the Rate Schedule, attached to and made a part of this Agreement.

(b) Fifteen days after the end of each calendar quarter of this Agreement, LICENSEE shall submit to ASCAP a report in printed or computer readable form stating whether concerts were presented during the previous quarter. For each concert presented during the previous quarter, the report shall state:

- (i) the date presented;
- (ii) the name of the attraction(s) appearing;
- (iii) the name, location and seating capacity of the venue where the concert was presented (Where the total seating capacity of a location has been altered to accommodate a particular performance, the term "Seating Capacity" shall mean the total number of seats made available for that particular performance and shall be so indicated on the report.);
- (iv) the "Gross Revenue" of the event ("Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each concert. Gross revenue shall not include per ticket entertainment, amusement, or sales taxes, commissions or fees paid to automated ticket distributors, such as "Ticketmaster," per-ticket theatre restoration or other facility fees, or parking fees when included in the ticket price.) LICENSEE may deduct from "Gross Revenue" the portion of the ticket price donated by the performing artist to a specific charity, provided that the deduction may not exceed \$5.00. The LICENSEE shall furnish ASCAP with a copy of the artist agreement setting forth the exact amount of the charitable donation per ticket sold;
- (v) if the concert is a "Benefit Event," the name and address of the organization for which the benefit is conducted. "Benefit Event" means a concert which is not exempt from copyright liability under Section 110(4) of the United States Copyright Law, and which is held to raise money for a specific, bona fide charitable institution or cause, not affiliated in any way with LICENSEE, to which all the proceeds from the concert, after deducting the reasonable costs of producing the concert, are donated. LICENSEE, upon ASCAP's request, shall provide documentation of expenses and proof of payment to the institution or cause;
- (vi) the license fee due for each concert; and
- (vii) the total license fees due for the previous quarter.

(c) License fees shall be payable at the time the quarterly report is submitted. The minimum annual fee shall be payable within thirty days of invoicing by ASCAP.

(d) If LICENSEE presents, sponsors or promotes a concert with another person or entity licensed under ASCAP's Concert & Recital License Agreement, LICENSEE'S quarterly report shall indicate the name, address, phone number and ASCAP account number of the other person(s) or entity(ies) and the party responsible for payment. If the other party is not licensed by ASCAP under an ASCAP Concert & Recital or Symphony Orchestra License Agreement, LICENSEE shall pay the license fee due hereunder, notwithstanding any agreement to the contrary between LICENSEE and the other party.

(e) If LICENSEE fails to submit a report or payment in a timely manner, ASCAP may calculate the fees due from data provided by concert industry publications such as *Pollstar* or based upon fees payable in prior years.

(f) LICENSEE shall furnish to ASCAP, where available, at the same time payment of license fees is made a program containing a list of all musical works, including encores, performed in each of LICENSEE'S concerts.

(g) LICENSEE shall pay a finance charge of 1.5% per month from the date due, on any required payment or report that is not made or submitted within thirty days of its due date. LICENSEE shall pay ASCAP a \$25 service charge for each unpaid check, draft or other form of instrument submitted by LICENSEE to ASCAP.

4. Breach or Default

Upon any breach or default by LICENSEE of any term or condition herein contained, ASCAP may terminate this license by giving LICENSEE thirty days notice to cure such breach or default, and in the event that such breach or default has not been cured within said thirty days, this license shall terminate on the expiration of such thirty-day period without further notice from ASCAP. In the event of such termination, ASCAP shall refund to LICENSEE any unearned license fees paid in advance.

5. Right To Verify Reports

(a) Upon thirty days written notice to LICENSEE, ASCAP shall have the right, by its duly authorized representatives, at any time during customary business hours, to examine the books and records of account and program information of LICENSEE only to such extent as may be necessary to verify any and all reports rendered and accountings made by LICENSEE to ASCAP. ASCAP shall consider all data and information coming to its attention as the result of any such examination as completely and entirely confidential.

(b) The period for which ASCAP may audit pursuant to this Agreement shall be limited to three calendar years preceding the year in which the audit is made; provided, however, that if an audit is postponed at LICENSEE'S request, ASCAP shall have the right to audit for the period commencing with the third calendar year preceding the year in which notification of intention to audit was first given by ASCAP to LICENSEE. This three-year limitation shall not apply if LICENSEE fails or refuses after written notice from ASCAP to produce the books and records necessary to verify any report or statement of accounting required pursuant to this Agreement. Should the three-year audit period extend into a previous license agreement, nothing herein shall restrict ASCAP'S right to audit for the full three calendar years preceding the year in which notification was given.

(c) If any such examination shows LICENSEE to have underpaid the license fees due ASCAP by 5% or more, LICENSEE shall pay a finance charge on the license fees shown due of 1.5% per month from the date(s) the license fees should have been paid pursuant to this Agreement.

(d) If any such examination shows LICENSEE to have underpaid the license fees due ASCAP by less than 5%, LICENSEE shall pay a finance charge on the license fees shown due of 1.5% per month from the date ASCAP demands payment of such amount.

6. Additional Termination Provisions

(a) ASCAP shall have the right to terminate this license upon thirty days written notice if there is any major interference with, or substantial increase in the cost of ASCAP's operations as the result of any law in the state, territory, dependency, possession or political subdivision in which LICENSEE is located or in which LICENSEE presents concerts which is applicable to the licensing of performing rights. In the event of such termination, ASCAP shall refund to LICENSEE any unearned license fees paid in advance.

(b) Notwithstanding the provisions of Paragraph 1.(b) above, ASCAP shall have the right to terminate this Agreement at any time upon thirty days written notice provided that ASCAP terminates all Blanket Concert and Recital Licenses at the same time.

7. Notices

ASCAP or LICENSEE may give any notice required by this Agreement by sending it by United States Mail, generally recognized same-day or overnight delivery service, or by transmitting the notice electronically to the other party's last known facsimile number or e-mail (or similar electronic transmission) address. Each party agrees to notify the other of any change of address.

8. Applicable Law

The meaning of the provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles.

IN WITNESS WHEREOF, this Agreement has been duly executed by ASCAP and LICENSEE.
this _____ day of _____, 20__ .

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS

LICENSEE **Dothan Civic Center & Dothan Opera House**

By _____

By _____

TITLE

(Fill in capacity in which signed: (a) If corporation, state corporate office held; (b) If partnership, write word "partner" under signature of signing partner; (c) If individual owner, write "individual owner" under signature.)



BLANKET CONCERT AND RECITAL (BCON)

2016 Rate Schedule

Schedule I.

<u>Seating Capacity*</u>		<u>Percentage Applied to Gross Ticket Revenue**</u>
<u>Low</u>	<u>High</u>	
0	2,500	0.80%
2,501	5,000	0.40%
5,001	10,000	0.25%
10,001	25,000	0.20%
over	25,000	0.10%

*Where the total seating capacity of a location has been altered to accommodate a particular performance, the term "Seating Capacity" shall mean the total number of seats made available for that particular performance and shall be so indicated on the report.

***"Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each concert. Gross revenue shall not include per ticket entertainment, amusement, or sales taxes, commissions or fees paid to automated ticket distributors, such as "Ticketmaster," per-ticket theatre restoration or other facility fees, or parking fees when included in the ticket price.

Schedule II. Free and Benefit Events ***

<u>Seating Capacity</u>		<u>Fee per Event</u>
<u>Low</u>	<u>High</u>	
0	5,500	\$ 10.00
5,501	10,000	\$ 50.00
10,001	20,000	\$ 104.00
20,001	60,000	\$ 174.00
over	60,000	\$ 342.00

****"Benefit Event" means a concert which is not exempt from copyright liability under Section 110(4) of the United States Copyright Law, and which is held to raise money for a specific, bona fide, charitable institution or cause not affiliated in any way with LICENSEE, to which all the proceeds from the concert, after deducting the reasonable costs of producing the concert, are donated.

Minimum Annual Fee. The minimum annual fee payable hereunder shall be \$241.00.

Annual License Fee for Year 2017 and Thereafter

The annual license rate under Schedule II. and the minimum annual fee for each calendar year commencing 2017 shall be the license fee for the preceding calendar year, adjusted in accordance with the increase in the Consumer Price Index - All Urban Consumers (CPI-U) between the preceding October and the next preceding October, rounded to the nearest \$1.00.

ASCAP

Toll Free: 1-800-505-4052 Fax: 615-691-7795

Payment Websites: <http://www.ascap.com/mylicense> or <http://www.ascap.com>



Dothan Civic Center & Dothan Opera House
PO Box 2128
Dothan, AL 36302

August 16, 2016

Re: Dothan Civic Center & Dothan Opera House
PO Box 2128
Dothan, AL 36302

Billing Period: August 15, 2016 Thru December 31, 2016
Annual Rate: \$241.00
Amount Due: \$241.00

TO PAY VIA CREDIT CARD, PLEASE CONTACT Mia Chaput at (888) 610-8087

PLEASE MAIL YOUR CHECK TO: ASCAP, PO Box 331608, Nashville, TN 37203-7515

Payment Amount: \$ _____

*Check No: _____

***Please note:** "When you provide a check as payment, you authorize ASCAP to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. However the transaction will appear on your bank statement. If we cannot post the transaction electronically, we may present a copy of your check for payment."

ASCAP License fees are due and payable in advance. Retain bottom portion for your records.

Dothan Civic Center & Dothan Opera House
PO Box 2128
Dothan, AL 36302

Billing Period: August 15, 2016 Thru December 31, 2016
Annual Rate: \$241.00
Amount Due: \$241.00



BLANKET CONCERT AND RECITAL (BCON) Report Form

Account Number: _____ Premise Name: _____

Reports are due 15 days after each calendar quarter
Apr 15 (Jan - Mar), Jul 15 (Apr - Jun), Oct 15 (Jul - Sep), Jan 15 (Oct - Dec)

Report for the Quarterly Period:

EVENT DATE (MM/DD/YY)	PERFORMER & OPENING ACTS	VENUE/ EVENT LOCATION	CITY, STATE	SEATING CAPACITY *	(A) GROSS REVENUE**	(B) % APPLIED TO GROSS REVENUE (SEE BELOW)	(C) EVENT FEE (A) x (B) = (C)	PROGRAM OR SONG LIST ATTACHED (Y/N)	CO-SPONSOR (Y/N)
								<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
								<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
								<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
								<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
								<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
								<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
								<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
								<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Specify quarter(s) with no events: 1st 2nd 3rd 4th Year:

\$

Specify quarter(s) with no events: 1st 2nd 3rd 4th Year:

(B) - % Applied to Gross Revenue	
Seating Capacity*	% Applied to Gross Revenue**
0 - 2,500	0.80% (0.0080)
2,501 - 5,000	0.40% (0.004)
5,001 - 10,000	0.25% (0.0025)
10,001 - 25,000	0.20% (0.0020)
Over 25,000	0.10% (0.0010)

* Where the total seating capacity of a location has been altered to accommodate a particular performance, the term "Seating Capacity" shall mean the total number of seats made available for that particular performance and shall be so indicated on the report.

** "Gross Revenue" means all monies received by LICENSEE or on LICENSEE'S behalf from the sale of tickets for each concert. Gross revenue shall not include per ticket entertainment, amusement, or sales taxes, commissions or fees paid to automated ticket distributors, such as "Ticketmaster," per-ticket theatre restoration or other facility fees, or parking fees when included in the ticket price.

*** If the event is co-sponsored, identify by attaching to this report form the co-sponsor, address, phone number and their ASCAP account number.

Note: To report a Free or Benefit Event, please phone 1-800-505-4052 to request the appropriate form, or use EZ ASCAP Concert Reporting at www.ascap.com/mylicense to complete your entire report on-line or make payments on your account.

You can pay your bill online with a credit card or electronic check. Access your account securely at www.ASCAP.com/mylicense.

Contact Person & Title	<input type="text"/>										
Phone Number:	<input type="text"/>	-	<input type="text"/>	-	<input type="text"/>	Ext:	<input type="text"/>	Fax Number:	<input type="text"/>	-	<input type="text"/>
Email:	<input type="text"/>					Website:	<input type="text"/>				
I certify the above information is true and correct.											
Dated:	<input type="text"/>	/	<input type="text"/>	/	<input type="text"/>	Signature:	<input type="text"/>				

ASCAP Toll Free: 1-800-505-4052 Fax: 615-691-7795
Epayment Websites: <http://www.ascap.com/mylicense> or <http://www.ascap.com>

Res. No. _____ entering into a purchase agreement with ASCAP,
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:

Mayor

City Clerk

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

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

Section 1. That the City of Dothan enters into a purchase agreement with SESAC, LLC for the purpose of ensuring proper collection and payment of fees for publicly performed concerts for a period of one year. The minimal annual fee would be \$74.00 with fees based upon tickets distributed for the non-benefit concerts. The fee is based upon a percentage of the gross ticket sales. These fees would be charged to the promoter upon settlement of the shows and fees submitted to SESAC, LLC, which said agreement follows:

SESAC, INC. CONCERT PERFORMANCE LICENSE

Agreement made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company with offices at 35 Music Square East, Nashville, TN 37203 and

DOTHAN CIVIC CENTER & OPERA HOUSE ("LICENSEE")
(Name of corporation, partnership, sole proprietorship, etc.)

(Address) 120 N. SAINT ANDREWS ST.

(City, State, ZIP) DOTHAN AL 36302

A Corporation Partnership Sole Proprietorship (check one) State of Incorporation AL

Taxpayer ID#: []

Telephone: 334 615 3175 Fax: [] E-mail: mperry@dothan.org

Web Site URL: www.DothanCivicCenter.org

SESAC and LICENSEE mutually agree as follows:

1. GRANT OF RIGHTS

SESAC grants to LICENSEE effective as of January 1 2016 (the "Effective Date") a non-exclusive right and license to publicly perform non-dramatic renditions of the musical compositions, the performance rights to which SESAC controls and/or is empowered to license ("Compositions"), solely in connection with concerts held under the auspices of LICENSEE ("Premises").

The right and license is subject to the limitations set forth in Paragraph 2 herein below.

2. LIMITATIONS OF RIGHTS

The right and license granted pursuant to Paragraph 1 above shall specifically exclude:

- A. the right to perform, broadcast, televise or otherwise transmit the Compositions to any location other than the location where the concert organized or promoted by LICENSEE is occurring (unless and to the extent otherwise expressly permitted in Schedule "A");
- B. the right to grant the right and license to any third party;
- C. "Grand Rights" in and to the Compositions ("Grand Rights" include, but are not limited to, the right to perform in whole or in part, dramatico-musical and dramatic works in a dramatic setting);
- D. performances of the Compositions (i) which are part of a background music service originating from any location including the Premises, for which SESAC performance license fees are otherwise paid, regardless of the means by which such performances are transmitted on or to the Premises and/or, (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.
- E. This license shall specifically exclude "Sporting events." "Sporting events" are professional, semi-professional, major or minor league athletic competitions.

3. LICENSE FEE

A. In consideration of the grant of rights herein, LICENSEE shall pay to SESAC an annual License Fee in accordance with SESAC's Schedule of License Fees for Concerts ("Fee Schedule") then in effect, the current version of which is set forth in Schedule "A" attached hereto and incorporated herein by this reference.

B. Notwithstanding anything to the contrary contained in the Agreement, upon sending of written notice to LICENSEE by certified mail, SESAC shall have the right to adjust the rates set forth in the Fee Schedule. In the event that LICENSEE's License Fee increases as a result of such adjustment to the Fee Schedule, LICENSEE shall have the right to terminate the Agreement as of the date such increase is to take effect, provided that LICENSEE gives SESAC written notice of such termination by certified mail, not later than thirty (30) days after SESAC sends written notice of such increase to LICENSEE by certified mail. This paragraph shall not apply to rate increases made pursuant to Paragraph 3.D of this Agreement.

C. In the event that SESAC is determined by the taxing authority or courts of any state, territory or possession in which LICENSEE conducts its operations to be liable for the payment of a gross receipts, sales, use, business use or other tax which is based on the amount of SESAC's receipts from LICENSEE, then LICENSEE shall reimburse SESAC, within thirty (30) days of demand therefor, for LICENSEE's pro rata share of any such tax derived from receipts received from LICENSEE.

D. Effective January 1 of each calendar year the rates set forth in the Fee Schedule may be increased by an amount equivalent to five percent (5%) or the percentage increase in the Consumer Price Index – All Urban Consumer (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October, whichever amount is greater.

4. BREACH AND CURE; LATE PAYMENT CHARGE

A. In the event LICENSEE fails to pay the License Fee when due or is otherwise in breach or default of any other provision of this Agreement, SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies available if LICENSEE has not cured such breach or default within thirty (30) days following SESAC's written notice of such breach or default.

B. SESAC shall have the right to impose a late payment charge of one and one-half percent (1.5%) per month for any License Fee payment that is more than thirty (30) days past due. SESAC shall have the right to impose an additional charge of \$35.00 for each dishonored check or other form of payment. In the event that SESAC incurs any costs or fees in connection with the collection of any amounts past due to SESAC hereunder, including but not limited to reasonable attorney's fees, then LICENSEE shall be responsible for paying such amounts to SESAC.

5. RIGHT OF VERIFICATION

Upon ten (10) days prior written notice, SESAC shall have the right to examine, during customary business hours, LICENSEE's books and records to such extent as may be necessary to verify any and all payments, statements, computations and reports rendered and accountings made or required hereunder. All data and information brought to SESAC's attention as a result of any examination shall be treated as confidential. Should such an examination reveal that LICENSEE has underpaid SESAC any License Fee by five percent (5%) or more, LICENSEE shall pay the additional license fees due within thirty (30) days upon notice from SESAC of the additional fees due.

6. TERM OF LICENSE

A. The term of this Agreement shall be for an initial period that commences upon the Effective Date and continues for a period of one (1) year (the "Initial Period"). Thereafter, the Agreement shall automatically continue in full force and effect for successive additional periods of one (1) year ("Renewal Period(s)"). SESAC and/or LICENSEE shall have the right to terminate this Agreement as of the last day of the Initial Period or as of the last day of any Renewal Period(s) upon giving written notice to the other party by certified mail, at least thirty (30) days prior to the commencement of the ensuing Renewal Period(s). The Initial Period and Renewal Period(s) are sometimes collectively referred to herein as the "Term."

B. Notwithstanding anything to the contrary contained herein, SESAC may cancel and terminate this Agreement: (i) at any time upon written notice in the event LICENSEE is adjudicated bankrupt, or a petition in bankruptcy is filed with respect to LICENSEE, or LICENSEE is declared or becomes insolvent; or (ii) upon thirty (30) days written notice by reason of any law, rule, decree, or other enactment having the force of law, by any authority, whether federal, state, local, territorial or otherwise, which shall result in substantial interference in SESAC's operation or any substantial increase in the cost of conducting its business.

7. CONTRACT CONSTRUCTION

A. This Agreement has been read and is understood by both parties and contains their entire understanding. No waiver, addition or modification shall be valid unless in writing, executed with the same formality as this instrument. No waiver of any breach of this Agreement shall be deemed a waiver of any subsequent breach of like or similar nature. There are no representations, promises or covenants other than contained herein.

Schedule "A" – 2016

SESAC Schedule of License Fees for Concerts

1. Reference is made to the SESAC, Inc. Concert Performance License with:

Licensee:

Address:

City, State, Zip:

 -

(the "Agreement") to which this Schedule "A" is attached.

2. 2016 FEE SCHEDULE OF ANNUAL PERFORMANCE LICENSE FEES FOR CONCERTS:

A. The License Fee shall be determined by multiplying the "Number of Tickets Distributed" by \$0.0296. The minimum License Fee per performance shall be \$14.00 and the minimum annual License fee shall be \$74.00.

B. "Number of Tickets Distributed" shall be defined as the total number of tickets distributed to the public by any means including, but not limited to, sale, as complementary or gratuitous items, and as promotional goods.

C. The minimum annual License Fee shall be paid upon execution of the agreement and by January 1 of each subsequent year of the agreement. Additional License Fees shall be paid quarterly on or before April 15 for the period of January 1 through March 31; on or before July 15 for the period of April 1 through June 30; on or before October 15 for the period of July 1 through September 30; and on or before January 15 for the period of October 1 through December 31 of each calendar year.

D. LICENSEE shall accompany payment with reports detailing the date(s) of concert, location of concert, name of act(s) or performer(s), and Number of Tickets Distributed to each performance. If LICENSEE has 3 or fewer performances and does not distribute more than a total of 2,500 tickets during the year, the reporting requirements in this paragraph of the Fee Schedule are waived. SESAC shall have the right to obtain figures and information relating to performances under this agreement through independent industry sources and make appropriate adjustments.

3. This Schedule is incorporated and made part of the Agreement, and its terms shall apply as if restated fully therein. Unless otherwise indicated, all capitalized terms in this Schedule "A" shall have the same meaning as set forth in the Agreement.

B. This Agreement shall be governed by and subject to the laws of the State of New York, applicable to Agreements made and to be wholly performed in New York. The fact that any provision of this Agreement may be found to be void or unenforceable by a court of competent jurisdiction shall in no way affect the validity or enforceability of any other provision.

C. SESAC shall have the right to withdraw from the scope of this Agreement, upon written notice, the right to perform any musical composition licensed hereunder as to which any action has been threatened, instituted, or a claim made that SESAC does not have the right to license the performance rights in such composition.

D. This Agreement shall be binding upon and inure to the benefit of the parties' legal representatives, successors, and assigns, but no assignment shall relieve the parties of their obligations under this Agreement. LICENSEE shall notify SESAC in writing within thirty (30) days of any change of ownership.

E. This agreement shall not be valid until accepted and executed in the name of SESAC by its authorized signatory.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly signed as of 08/15/2016
(Please insert today's date)

LICENSEE

SESAC LLC

BY: _____
(please sign here)

BY: _____

(Type or print name)

TITLE: _____

TITLE: _____

Res. No. _____ entering into a purchase agreement with SESAC, LLC, 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:

Mayor

City Clerk

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

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

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

Section 2. That the sum of \$24,941.00 is appropriated in FY 2016 to the Utility Fund/Dothan Utilities/Wastewater Collections/Capital Outlay/Public Utilities/Capital Outlay/Transportation Vehicles & Equipment, Account Number 401-8460-581.60-66, for a 2017 Ford F350 cab and chassis for the new Wastewater Collection crew. This appropriation is to be funded by increasing the Utility Fund/Non-Revenue Receipts/Utilization of Fund Balance, Account Number 401-0000-391.01-00 by the sum of \$24,941.00.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS



CITY OF DOTHAN, ALABAMA
September 6, 2016
EXHIBIT "A"
BIDS TO BE AWARDED

DEPARTMENT	BID#	#ITB ¹	ITEM	VENDOR	AMOUNT
Dothan Utilities Wastewater Collections	16-050	42	2016 Dothan Utilities Mobile Generators, per City of Dothan Bid Specifications: 140 KW (or equivalent) Generator & Accessories - Complete (as specified in bid) - Including Delivery: Quantity 2 (or more) Unit Price: <u>\$55,200.00</u> Total Price: <u>\$110,400.00</u>	Taylor Power Systems Theodore, AL.	See Price In Description
General Services Fleet	16-054	40	Cab & Chassis for Knuckleboom Loaders, per City of Dothan Bid Specifications: Quantity 2 (or more) Unit Price: <u>\$71,519.65</u> Total Price: <u>\$143,039.30</u>	Truckworx of Dothan Dothan, AL.	\$143,039.30
General Services Fleet	16-055	45	Knuckleboom Loaders, per City of Dothan Bid Specifications: Quantity 2 (or more) Unit Price: <u>\$57,998.00</u> Total Price: <u>\$115,996.00</u>	Sansom Equipment Co. Birmingham, AL.	\$115,996.00
General Services Fleet	16-057	40	Cab & Chassis for Asphalt Body, per City of Dothan Bid Specifications: Quantity 2 (or more) Unit Price: <u>\$78,276.00</u> Total Price: <u>\$156,553.80</u>	Coffman International Inc. Dothan, AL.	\$156,553.80
Dothan Utilities Electric	16-061	39	Manual Switch Gear, 3 Phase 14.4 kV, Dead Front Cabinet, Per Bid Specifications, Quantity 5 (or more): Unit Price: <u>\$15,735.00</u> Total Price: <u>\$78,675.00</u>	Stuart Irby Dothan, AL.	\$ 78,675.00
Dothan Utilities Electric	16-062	82	350 MCM Copper 15 kV Power Cable: Quantity 21,000 Feet (more or less) Price Per Unit: <u>\$5.43</u> Total Price: <u>\$114,030.00</u>	T C Specialty Distributors, Inc. Dothan, AL.	\$114,030.00
Dothan Utilities Electric	16-063	54	Dead-front 27 kV Pad-mounted Recloser with SEL 651R: Quantity 1 (or more) Unit Price: <u>\$28,144.00</u> Total Price: <u>\$28,144.00</u>	G & W Electric Company Bolingbrook, IL.	\$ 28,144.00



CITY OF DOTHAN, ALABAMA
September 6, 2016
EXHIBIT "A"
BIDS TO BE AWARDED (continued)

DEPARTMENT	BID#	#ITB ¹	ITEM	VENDOR	AMOUNT
Dothan Utilities Water	16-059	31	<p>Erosion Control Products:</p> <p>A. Terra-Blend™ or Owner Approved Equivalent: : <i>Quantity 165 (more or less)</i> <i>Unit Price: \$ <u>11.00</u></i> <i>Total Price: \$ <u>1,815.00</u></i></p> <p>B. ProPlus™ Tacking Agent 3 or Owner Approved Equivalent:: <i>Quantity 48 (more or less)</i> <i>Unit Price: \$ <u>70.00</u></i> <i>Total Price: \$ <u>3,360.00</u></i></p> <p>C. 20-20-20 Water Soluble Fertilizer: <i>Quantity 50 (more or less)</i> <i>Unit Price: \$ <u>30.00</u></i> <i>Total Price: \$ <u>1,500.00</u></i></p> <p>D. Hulled Common Bermuda Grass: <i>Quantity 13³ (more or less)</i> <i>Unit Price: \$ <u>210.00</u></i> <i>Total Price: \$ <u>2,730.00</u></i></p> <p>E. Un-Hulled Common Bermuda Grass: <i>Quantity 8³ (more or less)</i> <i>Unit Price: \$ <u>165.00</u></i> <i>Total Price: \$ <u>1,320.00</u></i></p> <p>F. Annual Ryegrass: <i>Quantity 30 (more or less)</i> <i>Unit Price: \$ <u>23.50</u></i> <i>Total Price: \$ <u>705.00</u></i></p> <p>G. Brown Top Millet: <i>Quantity 12 (more or less)</i> <i>Unit Price: \$ <u>27.00</u></i> <i>Total Price: \$ <u>324.00</u></i></p> <p>H. Pensacola Bahia Grass: <i>Quantity 200 (more or less)</i> <i>Unit Price: \$ <u>120.00</u></i> <i>Total Price: \$ <u>2,400.00</u></i> <i>Total Group Price³: \$ <u>14,154.00</u></i></p>	Pennington Seed, Inc. Madison, GA.	\$ 14,154.00



CITY OF DOTHAN, ALABAMA
September 6, 2016
EXHIBIT "A"
BIDS TO BE AWARDED (continued)

DEPARTMENT	BID#	#ITB ¹	ITEM	VENDOR	AMOUNT
Performing Arts Civic Center Opera House	16-066	22	8,500 Lumens Projectors with Power Lens: Panasonic Projectors: Quantity 2 Unit Price: \$ <u>5,840.82</u> Total Price: \$ <u>11,681.84</u> Panasonic Power Zoom Lens: Unit Price: \$ <u>1,895.37</u> Total Price: \$ <u>3,790.74</u>	Perimutter Purchasing Power San Diego, CA.	\$ 15,472.38

OTHER PURCHASES over \$15,000

DEPARTMENT	ITEM	VENDOR	AMOUNT
Dothan Utilities Electric	60" Skid Steer Forestry Power Diamond Brush Cutter: Quantity 1 National Joint Powers Alliance (NJPA) Contract Number 77356	Rental, LLC Dothan, AL.	\$ 22,581.00
Administration Legal	Professional Legal Services ² Claim Number 2003132, Personnel Board v Ivan K. Gray Invoice Dated 7/19/16: \$ <u>5,111.37</u> , Invoice Dated 8/1/16: \$ <u>1,668.60</u> ,	Maynard, Cooper & Gale, Birmingham, AL	\$ 6,779.97
Administration Legal	Professional Legal Services through 6/30/16 - \$ <u>11,551.78</u> and 7/31/16 - \$ <u>14,023.96</u> Rickey Stokes v. City Claim Number: 2003303	Copeland, Franco, Screws, & Gill, P.A. Montgomery, AL	\$ 25,575.74
General Services Fleet For Dothan Utilities Wastewater Collections	2017 Ford F350 Cab & Chassis ⁴ : Quantity 1 or more State of Alabama T193A Contract	Tallassee Automotive Tallassee, AL.	\$ 24,941.00
General Services Fleet For Dothan Utilities Electric	Compact Rider Sweeper: Quantity 1 or more National Joint Powers Alliance (NJPA) Contract # 091214-WWG	Grainger Montgomery, AL.	\$ 21,629.00

Notes:

¹ITB-Invitations to Bid

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

³ The bid from Pennington Seed was for 50 lb. bags of seed. 25 lb. bags were requested in the bid. Quantities used on the bid tabulation sheet were 12.5 and 7.5 bags for comparison of bids. The quantities are rounded up on the summary sheet. Also the total amount came in at less than \$15,000 but, bid may be used again for other departments and for years 2 and 3, if Pennington can hold pricing.

⁴ This truck is for the new Wastewater Collections crew.

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>
Roger Lynch James Hancock	Southeastern Distribution Apparatus School and Conference Auburn, AL	\$ 1,508.00
Dan Williams	Alabama Urban Forestry Association 2016 Conference Lake Guntersville State Park, AL	\$ 847.88
Sandi Jarrett Stacy Johnson Kristen Adkins Deanna Edwards	NENA Gulf Coast Conference 2016 Orange Beach, AL	\$ 2,665.00
Chris Watson	Traffic Crash Reconstruction Jacksonville, FL	\$ 2,492.70
Billy Mayes Christopher Phillips	Alabama Water & Wastewater Institute, Inc. (AWWI) 2016 Educational Seminar Point Clear, AL	\$ 730.00
Nicole Norton Debbie Reed	State Masters Games Trussville, AL	\$ 712.78
Robert Apida	ITRON User Conference Orlando, FL	\$ 1,877.00
Gregory Hutcheson Jerry Gibson	Alabama Association of Fire Chiefs 2016 Summer Conference Orange Beach, FL	\$ 1,558.20
Maurice Eggleston Devon Fields	Field Force Extraction Tactics Anniston, AL	\$ 360.00
Devellus Butler John Chesser Jeb Howell	Field Force Operations Anniston, AL	\$ 480.00
Bart Barefoot Tyler Reeder	Alabama Association of Floodplain Managers 2016 Fall Conference Birmingham, AL	\$ 690.00
Jonathan Lucas	ASFPM Certified Floodplain Manager Program Mobile, AL	\$ 1,085.00

Carlton Ott
Jason Penn
Shan Ash
Chris Etheredge
Randy Morris

Training Facility Fact Gathering
Denver, CO

\$ 0.00

T. Davis
L. Holloway
V. Goldsmith
S. Vaughan
J. Wheeler
P. Cochrane

Alabama Criminal Justice Training Center
(Police Academy)
Selma, AL

\$ 8,650.00

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

EASEMENT

THE STATE OF ALABAMA, HOUSTON COUNTY

Prepared by: Lance E. Holloway, PLS, City of Dothan, P.O. Box 2128 Dothan, AL 36302

KNOW ALL MEN BY THESE PRESENTS, that I(We), Pillar Parrish, the owner(s) of the hereinafter-described real estate, for and in consideration of One Dollar, and other valuable consideration, to me in hand paid by the City of Dothan, Alabama, a Municipal Corporation, receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto said City of Dothan, Alabama, the right, privilege and authority to **construct necessary improvements and appurtenances to existing utility facilities**: over, across and upon the following described real estate:

A Utility Easement in the City of Dothan, Houston County, Alabama and being more particularly described as follows: Commencing at an existing iron pin found at the intersection of the South Right of Way (R/W) line of East Newton Street (R/W Varies) and the East Right of Way Line of North Appletree Street; thence N06°12'58"W, for a distance of 40.69 feet more or less to a point marking the intersection of the North R/W of East Newton Street (R/W Varies) and the East R/W of North Appletree Street (R/W Varies), said point also being the Southwest corner of Grantor's property as recorded in Deed Book 635 at Page 793 in the Office of the Judge of Probate, Houston County, Alabama; thence N06°12'58"W, for a distance of 10.96 feet to the POINT OF BEGINNING; thence along said East R/W line of North Appletree Street N06°12'58"W, for a distance of 10.00 feet to a point; thence departing said R/W line N83°47'02"E, for a distance of 10.00 feet to a point; thence S06°12'58"E, for a distance of 10.00 feet to a point; thence S83°47'02"W, for a distance of 10.00 feet to the East R/W line of North Appletree Street and the POINT OF BEGINNING.

Said easement is located in and being a part of Section 13, Township 3 North, Range 26 East in Dothan, Houston County, Alabama, and containing 100.20 square feet, more or less.

Together with the right to enter upon said premises and install, maintain, repair and upgrade said **utility facilities** to have and to hold unto said City of Dothan, Alabama afore granted easement for the purpose set out above.

IN WITNESS WHEREOF, I(We), Pillar Parrish, hereunto set my(our) hands and seal this 25th Day of August, 2016.

Pillar Parrish (L. S.)
Pillar Parrish

THE STATE OF ALABAMA, HOUSTON COUNTY

I, Lance E. Holloway, a Notary Public in and for said County in said State hereby certify that Pillar Parrish whose name(s) are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, have executed the same voluntarily on the day the same bears date. Given under my hand and seal of office this 25th day of August, 2016.

Lance E. Holloway
My Commission Expires on
September 25th, 2019

