

AGENDA
CITY COMMISSION MEETING
DOTHAN, ALABAMA
10:00 A.M., September 20, 2016

1. **Invocation: Pastor Jerome Lister - St. Walden Missionary Baptist Church**

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

3. **Roll Call:**

Schmitz__Dorsey__Newsome__Kirkland__Ferguson__Kenward__Crutchfield__

4. **Approval of Previous Minutes:**

- Minutes of Meeting of September 6, 2016.

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

- Proclamation – “Family Day - A Day to Eat Dinner with Your Children” – Susan Trawick.

Documents:

[proclamation family day.pdf](#)

6. **Communications from City Manager:**

- Service Award – Stacy Robinson, Police Department, 25 years
- Recognition – Mr. James E. Johnson – Police Department Volunteer, 10 years

7. **Communications from City Clerk:**

- Application for a Retail Beer License (on or off premise) for Chuck’s Billiards, 110 East Crawford Street, by Charles Teel.
- Application for a Retail Beer and Retail Table Wine License (off premise) for Hobo Pantry 32, 4468 West Main Street, by Jeff Groover.
- Application for a Special Retail License – More than 30 days (on or off premise) for The Cellar, 1481 Westgate Parkway, Suite 1, by Aaron Palmer.
- Application for a Lounge Retail Liquor License – Class I (on or off premise) for After Dark, 2970 East Main Street, by Melissa Peterman.

Documents:

[liquor application chucks billiards.pdf](#)
[liquor application hobo pantry.pdf](#)
[liquor application the cellar.pdf](#)
[liquor application after dark.pdf](#)

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

Documents:

[weed abatement pics.pdf](#)

9. **Ord. No. _____ Amending Chapter 94, Taxation, Article IV, Lodgings Tax of the City of Dothan Code of Ordinances.**

Documents:

[lodgings tax.pdf](#)

10. **Ord. No. _____ Entering into a Franchise agreement with Southern Lights, LLC to allow construction, operation and maintenance of a fiber-optic transmission line within the City of Dothan.**

Documents:

[southern light llc.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 calling for a public hearing to be held on the matter during the regularly scheduled commission meeting on October 18, 2016.**

Documents:

[setting public hearing for weed abatements.pdf](#)

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

Documents:

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

13. **Res. No. _____ Confirming the cost incurred in notification and abatement of certain properties determined to be nuisances by Resolution Number 2016-204 and 2016-229 and turning the costs over to the County Tax Collector so that the amounts can be added to the next regular bills for taxes levied against the respective lots and parcels of.**

Documents:

[weed cost assessments.pdf](#)

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

Documents:

[abatement of weed properties.pdf](#)

15. **Res. No. _____ Entering into an agreement with Grey Communications for television advertising and marketing of events for the Dothan Civic Center and Opera House at a cost of \$20,000.00 for a one year period.**

Documents:

[grey communications.pdf](#)

16. **Res. No. _____ Entering into a service agreement between the City of Dothan and the Dothan/Houston County Communications District for services necessary to operate, monitor, maintain, support, document, upgrade, improve, and advise on the PSAP systems, all underlying infrastructures, all equipment, and IT related contracts for the District at a cost of \$150,000.00 annually, paid in monthly installments.**

Documents:

[agreement e911 district board.pdf](#)

17. **Res. No. _____ Approving Change Order No. 1 with Donald Smith Company, Inc., to include the removal and inspection of Well No. 11.**

Documents:

[donald smith company change order.pdf](#)

18. **Res. No. _____ Awarding the bid, entering into a contract and issuing a Notice to Proceed and other related documents to Palmer Electric Construction Co. for the Well #24 Motor Control and Upgrades for the sum of \$37,945.00.**

Documents:

[palmer electric construction well 24.pdf](#)

19. **Res. No. _____ Approving the bid tabulation, awarding the bid, entering into a contract, and issuing a Notice of Award, Notice to Proceed and other related contract documents to U.S. Tank, Inc., for the amount of \$332,217.00 for the 2016 Tank Rehab, Elevated Tanks 3, 10, 11 and 12.**

Documents:

[us tank.pdf](#)

20. **Res. No. _____ Entering into an agreement with Employment Screening Services for a fee based service for background checks required for employment with the City of Dothan for a three year period.**

Documents:

[employment screening services.pdf](#)

21. **Res. No. _____ Entering into an agreement with the Southern Regional Council on Aging (SARCOA) to administer and operate the Nutrition/Transportation Program of Title III of the Older Americans Act.**

Documents:

[sarcoa.pdf](#)

22. **Res. No. _____ Declaring certain personal property as obsolete and no longer needed for public or municipal purposes and authorizing the disposal of said property by whatever means is determined to be in the best interest of the City.**

Documents:

[disposal of personal property.pdf](#)

23. **Res. No. _____ Amending various accounts in the 2016 Fiscal Year Budget.**

Documents:

[2016 budget amendment.pdf](#)

24. **Res. No. _____ Approving payment of invoices for the month of August, 2016 in the amount of \$19,651,786.30.**

Documents:

[invoices.pdf](#)

25. **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](#)

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

Documents:

[travel requests.pdf](#)

27. **Acceptance of utility easements from Prime Properties, General Partnership and Fosco, LLC, to construct necessary improvements and appurtenances to existing water utilities on U.S. Highway 84 East (East Main Street).**

Documents:

[easements prime properties - fosco.pdf](#)

28. **Adjournment.**

PROCLAMATION

WHEREAS, the underdeveloped teen brain makes it likelier that teens will take risks, including using addictive substances that interfere with brain development, impair judgment and heighten their risk of addiction. Three-fourths of high school students (75.6 percent, 10 million) have used addictive substances including cigarettes, alcohol, marijuana or cocaine. Two-thirds (65.1 percent) of high school students have used more than one substance, and

WHEREAS, forty-six percent of children under age 18 (34.4 million) live in a household where someone 18 or older is smoking, drinking excessively, misusing prescription drugs or using illegal drugs. Less than half (42.6 percent) of parents list refraining from smoking cigarettes, drinking alcohol, using marijuana, misusing prescription drugs or using other illicit drugs as one of their top three concerns for their teens; almost 21 percent say that marijuana is a harmless drug, and

WHEREAS, consequences of teen substance use in addition to addiction include accidents and injuries; unintended pregnancies; medical conditions such as asthma, depression, anxiety, psychosis and impaired brain function; reduced academic performance and educational achievement; criminal involvement; and even, and

WHEREAS, immediate costs per year of teen use include an estimated \$68 billion associated with underage drinking and \$14 billion in substance-related juvenile justice costs. Total costs to federal, state and local governments of substance use, which has its roots in adolescence, are at least \$468 billion per year - almost \$1,500 for every person in America, and

WHEREAS, while there are no silver bullets - addiction can strike any family regardless of ethnicity, affluence, age or gender - parental engagement can be a simple, effective tool to help you prevent substance use in your kids and family dinners have long constituted a substantial pillar of family life in America.

NOW, THEREFORE, I, Mike Schmitz, Mayor of the City of Dothan, do hereby proclaim September 26, 2016 as

"FAMILY DAY A DAY TO EAT DINNER WITH YOUR CHILDREN"

in Dothan and urge all citizens to join in this day's activities and programs in our community. We ask for parents to turn off your cell phone (and tell your kids to do the same), and make a regular date with your kids. Let them know how important they are to you. Listen to what they have to say. Also, we ask you to work all year long to build our community coalition to address the use and abuse of drugs and alcohol, increase awareness and develop educational programs to create effective changes in attitudes and usage that will make our community drug free.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Dothan to be affixed this the 20th day of September, 2016.

SEAL

Attest:

Tammy Danner
City Clerk



Mike Schmitz
Mayor

June 24, 2016

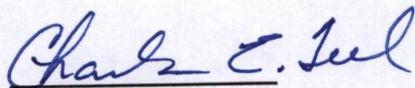
Board of City Commissioners
City of Dothan, Alabama
P.O. Box 2128
Dothan, Alabama 36302

Honorable Mayor and City Commission:

I respectfully submit my request for a Retail Beer License for Chuck's Billiards located at 110 East Crawford Street, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

Sincerely,

A handwritten signature in blue ink that reads "Charles E. Teel". The signature is written in a cursive style with a horizontal line underneath the name.

Charles Teel

August 9, 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 Hobo Pantry 32 located at 4468 West Main Street, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

Sincerely,



Jeff Groover

September 7, 2016

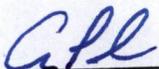
Board of City Commissioners
City of Dothan, Alabama
P.O. Box 2128
Dothan, Alabama 36302

Honorable Mayor and City Commission:

I respectfully submit my request for a Special Retail – More Than 30 Days License for
The Cellar located at 1481 Westgate Parkway; Suite 1, Dothan, Alabama.

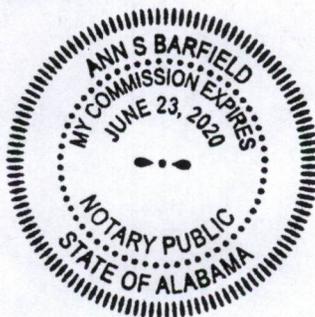
Your consideration of this application would be greatly appreciated.

Sincerely,



Aaron Palmer

Ann S. Barfield
Ann S. Barfield
Notary Public
State of Alabama
9/7/16



August 11, 2016

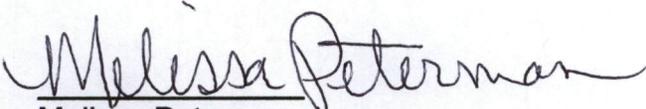
Board of City Commissioners
City of Dothan, Alabama
P.O. Box 2128
Dothan, Alabama 36302

Honorable Mayor and City Commission:

I respectfully submit my request for a Lounge Retail Liquor – Class 1 License for After Dark located at 2970 East Main Street, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

Sincerely,


Melissa Peterman

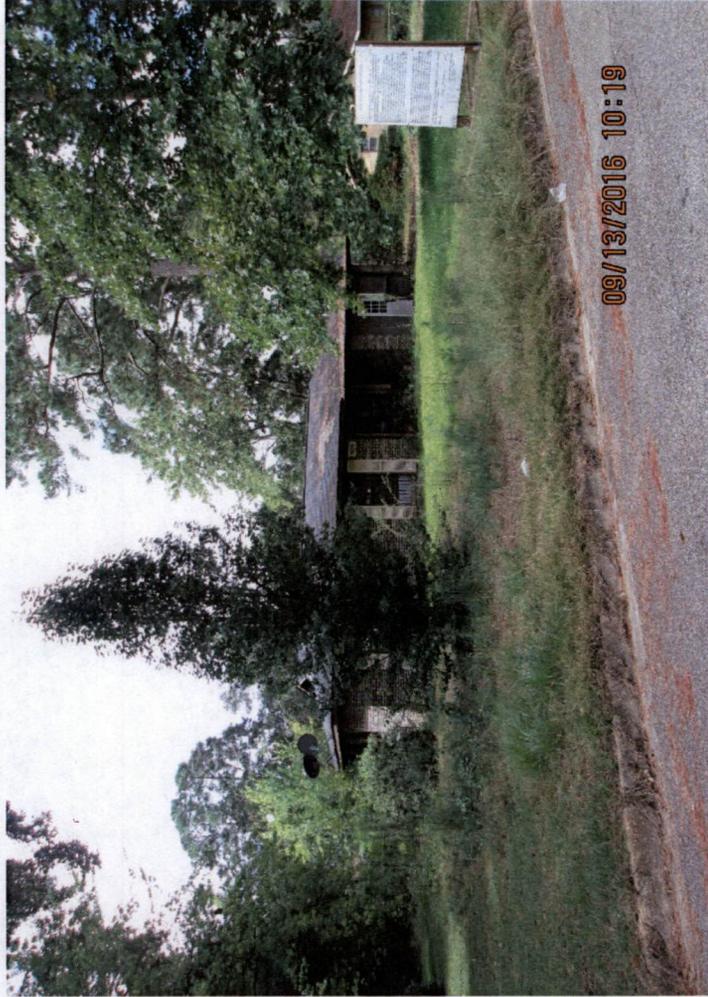
City of Dothan

Public Hearing for Weed Abatement September 20, 2016

Department of Planning and Development



Weed Abatement 909 Southland Dr.





Weed Abatement 0 Wendell Ave. (Beside 916 Wendell Ave)





Weed Abatement 304 S. College St. (Cut front but not back)



09/13/2016 10:49





Weed Abatement 702 Allen Rd.



NOTICE TO DESTROY WEEDS

Notice is hereby given that on the 06th day of September, 2016, at 10:00 A.M., the Commission members of the City of Dothan, Alabama, have adopted a resolution regarding the weeds growing upon or on part of the property on 702 Allen Rd. in the City of Dothan and more particularly described as use resolution, a copy of which is on file in the office of the city clerk, and at that time and place will determine whether the weeds constitute a public nuisance which must be abated by the removal of the noxious or dangerous weeds, and if so, the cost of such abatement and removal of the weeds shall be assessed upon the lands from which or as a part of which such weeds are removed, and such cost will constitute a lien for weed removal upon such lands until paid.

If no objections are filed with the city clerk at least five days before the meeting of the commission, and unless such persons appear before the commission in person or through their authorized agent, it shall be presumed that the person accepts the amount of the assessment, and any rights he may have to contest the amount of the assessment or the commission shall be and remain good and without effect.

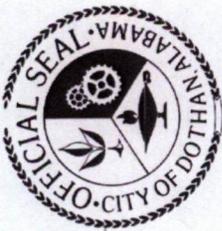
This notice is hereby made to the resolution, on file in the office of the city clerk, for further particulars.

Dated this 6th day of September, 2016.
By: Timothy Turner
City Clerk

09/13/2016 11:20



09/13/2016 11:20



Weed Abatement 704 Allen Rd.



09/13/2016 11:21



09/13/2016 11:21



Weed Abatement 3306 Cathy Lou Rd.





Weed Abatement 1580 E. Burdeshaw St.





Weed Abatement 773 Woodland Dr.



NOTICE TO DESTROY WEEDS

Notice is hereby given that on the 13th day of September 2016, the Board of Commissioners of the City of Dothan will consider a resolution regarding the weeds growing upon or in front of the property on 773 Woodland Dr. Dothan, Alabama 36024. The Board of Commissioners will determine whether the weeds and at that time and place will determine whether the weeds constitute a public nuisance which must be removed and if such abatement and removal shall be assessed upon the owner of the in excess or amount of the nuisance in which case the cost of such abatement and removal shall be assessed upon the owner and such costs will constitute a lien for which recovery upon such lot or upon the owner of the same shall be a lien in law.

If no objections are filed with the City Clerk of said City before the meeting of the Board of Commissioners or person or persons appointed by the City Clerk, or if any who has objections to the above cases, if any, who has objections to the above cases, shall be presumed that the person or persons who have filed the same have any objection to the same and the Board of Commissioners shall be authorized to proceed with the abatement of the weeds and the cost of such abatement shall be assessed upon the owner of the lot or upon the owner of the same.

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

Dated this 13th day of September 2016
City of Dothan, Alabama
City Clerk

09/13/2016 10:37



09/13/2016 10:36

ORDINANCE NO. _____

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

Section 1. That Chapter 94, Taxation, Article IV, Lodgings Tax, Sec. 94-147, Levy; rate; exemptions and Sec. 94-149, Designation of use, of the Code of Ordinances is hereby amended to read as follows:

Article IV. Lodgings Tax

Sec. 94-147. Levy; rate; exemptions.

For the privilege of engaging or continuing within the city in the business activities referred to in this section, there is hereby levied, in addition to all other taxes of every kind now imposed by law, and shall be collected as provided in Section 94-148 a privilege or license tax against the person on account of the business activities and in the amounts to be determined by the application of rates against gross receipts as follows: There is hereby levied and imposed, in addition to all other taxes of every kind now imposed by law, a privilege or license tax upon every person, firm or corporation engaging in the business of renting or furnishing any rooms, lodgings or accommodations to transients in any hotel, motel, inn, tourist camp, tourist cabin or any other place in which rooms, lodgings or accommodations are regularly furnished to transients for a consideration in an amount to be determined by the application of the rate of nine percent of the charge for such room, rooms, lodgings or accommodations, including the charge for use or rental of personal property and service furnished in such room; provided, however, that there is exempted from the tax levied under the provision of the article any rentals or services taxed under the provisions of Ord. No. 6018, adopted March 27, 1979, levying the gross receipts privilege or license tax. The tax shall not apply to rooms, lodgings or accommodations supplied for a period of time as specified in Section 40-26-1(b), Code of Ala. 1975, as amended.

Sec. 94-149 – Designation of use.

- (a) Tourism and conventions. One-third of the amount of tax collected under this article shall be given to the Dothan Area Convention and Visitors Bureau, Inc., for the sole purpose of promoting tourism and conventions in the city.
- (b) Special Project Allocations Committee. One-ninth of the amount of tax collected under this article shall be given to the Dothan Area Convention and Visitors Bureau, Inc., and allocated solely for capital improvement projects and/or special events which directly promote tourism. These funds shall be placed in an earmarked account maintained by the Dothan Area Convention and Visitors Bureau, Inc. and will be under the direction of the Special Project Allocation Committee, which will be composed of the Dothan Area Convention and Visitors Bureau Executive Director, Dothan Area Convention and Visitors Bureau Chairperson, Dothan Area Convention and Visitors Bureau Treasurer, a hotelier not already on the Dothan Area Convention and Visitors Bureau Board and a city appointee. Non-profit organizations will have to complete an application to apply for these designated funds indicating the merits of their project.
- (c) General Fund. The remaining five-ninth of the amount of tax collected under this article shall be paid into the general fund of the city.

Section 2. After publication as required by law, this Ordinance shall become effective on January 1, 2017.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner

BOARD OF CITY COMMISSIONERS

ORDINANCE NO. _____

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

Section 1: That the City of Dothan enter into a Franchise Agreement with Southern Light, LLC to allow the construction, operation and maintenance of a television System within the City, which said agreement follows:

FRANCHISE AGREEMENT BETWEEN

THE CITY OF DOTHAN

AND

SOUTHERN LIGHT COMMUNICATIONS, LLC.

WHEREAS, Southern Light, LLC (hereinafter "Franchisee") has asked City of Dothan, (hereinafter "the City"), to issue the nonexclusive Franchise to provide a fiber-optic transmission line within the incorporated part of the City; and

WHEREAS, the City has conducted proceedings in which Southern Light has participated, to identify the future related needs and interests of the community; to consider the financial, technical, and legal qualifications of Southern Light and to determine whether Southern Light plans for constructing and operating their Systems is reasonable; and

WHEREAS, this Franchise Agreement embodies part of the services and facilities necessary to satisfy the city's related needs and interests to the extent it specifies those services and facilities required in the franchise territory covered by this Franchise; and

WHEREAS, the City is willing to issue such a Franchise, conditioned on Southern Light's acceptance of the terms and conditions thereof; and

WHEREAS, Southern Light is willing to accept the Franchise subject to such terms and conditions, and to abide by those terms and conditions:

NOW, THEREFORE, in consideration of the mutual promises made herein, and other good and valuable consideration, the receipt and the adequacy of which is hereby acknowledged,

1. Definitions.

(a) Services. As used in this Franchise Agreement, the term "Services" means the provision of high capacity private transport between customer locations Ethernet, wavelength and data transmission on fiber-optic cable;

(b) Franchise Agreement. This contract and any amendments, exhibits, or appendices hereto.

(c) Franchisee. Refers to Southern Light and its lawful and permitted successors and assigns.

(d) Books and Records. Means any recorded information relating to the System or its management, including but not limited to information regarding its construction, operation, or repair, in whatever form stored, including, but not limited to computerized records and programs,

paper records, and video or audio taped records.

(e) System. The term shall mean a system of pipes, transmission lines, meters, equipment and all other facilities associated with the operation of a fiber-optic transmission line by the Franchisee in accordance with the terms and conditions contained in this agreement.

(f) Construction, Operation or Repair. These and similar formulations of those terms refer to the named actions interpreted broadly, encompassing, among other things, installation, extension, maintenance, replacement of components, relocation, undergrounding, grading, site preparation, adjusting testing, make-ready, excavation and tree trimming.

(g) Rights-of-way. The term "right(s)-of-way" refers to City streets, alleys, roads and compatible utility easements. It does not include recreational and nature trails.

(h) Gross Revenues. Means all revenue derived by Grantee or any affiliate of Grantee or any other person who would constitute an operator of the System from the operation of the System to provide local telecommunications services. Gross Revenues include, by way of illustration and not limitation, monthly fees charged users or subscribers for any service, installation, disconnection, reconnection and change-in-service fees, lease payments, late fees, administrative fees and any revenue-sharing arrangements. Gross revenues shall not include any taxes on services furnished by Grantee, which taxes are imposed directly on a subscriber or user by a city, county, State and collected by Grantee for such entity. The Franchise fee is not such a tax. Gross revenues shall not include amounts which cannot be collected by Granter and are identified as bad debt; provided that if amounts previously representing bad debt are collected, then those amounts shall be included in gross revenues for the period in which they are collected. Gross revenues shall include revenue recovered by any entity other than Grantee where necessary to prevent evasion or avoidance of the obligation under this Franchise to pay the Franchise Fees, however, amounts included in gross revenues shall not be counted more than once; therefore, amounts included once in Granter's gross revenues shall not be added to gross revenues again if they are received by an affiliate of Grantee in payment for services supplied to Grantee. Gross Receipts shall not include revenues arising from or relating to Telecommunication Services that both originate and terminate outside the corporate limits of the City.

2. Grant of Authority; Limits and Reservations.

(a) Grant of Authority. The Franchise is hereby granted, subject to the terms and conditions of this Franchise Agreement, the right, privilege, and authority to construct, operate and repair a System within the franchise territory defined in this Agreement to provide Services. The Franchise issued to the Franchisee is subject to the terms and conditions of this Agreement. It shall remain in effect for ten years (10) effective date of this grant, unless otherwise terminated by action of the City.

(b) Scope of Franchise. The Franchisee is intended to convey limited rights and interests only as to those City streets, alleys, roads and compatible utility easement rights-of-way in which the City has an actual interest. It is not a warranty of title or interest in any right-of-way; it does not provide the Franchisee any interest in any particular location within the right-of-

way; and it does not confer rights other than as expressly provided in the grant. The Franchisee does not deprive the City of any powers, rights or privileges it now has or may later acquire in the future to use, perform work on or to regulate the use of and to control the City's right-of-way covered by the Franchise, including without limitation the right to perform work on its roadways, right-of-way, or appurtenant drainage facilities, including by constructing, altering, renewing, paving, widening, grading blasting or excavating. When practical, the City will give the Franchisee forty-eight (48) hours notice of any blasting or excavating which is likely to damage the Franchisee's lines and appurtenances so that the Franchisee may protect its lines and appurtenances from any City work.

(c) Exercise of Authority under Franchisee. This Franchisee authorizes Franchisee to engage in service and other services, upon compliance with Ala. Code § 11-44E-52 and pursuant to Alabama Constitution Art. XII, Sec. 220.

(d) Activities of Affiliates. Franchisee promises and guarantees, as a condition of exercising the privileges granted by this Franchise, that any Affiliate or joint venture or partner of the Franchise directly involved in the offering of Services in the City of Dothan or directly involved in the management or operation of System in the City of Dothan will comply with the terms and conditions of this Franchise.

(e) Franchise Not Exclusive. The right to use and occupy the public right-of-way is not exclusive and does not explicitly or implicitly preclude the issuance of other Franchises to construct, operate or repair Systems within the City; or affect the City's right to use or authorize the use of any of its public right-of-way or other property by other persons as it determines appropriate.

(f) Construction of Agreement. The provisions of this Agreement shall be liberally construed to promote the public interest.

(g) Relation to Other Provisions of Law. This Agreement and all rights and privileges granted under the Franchise are subject to the City's police and other powers and other applicable law. The Franchise issued and the franchise fee paid hereunder are not in lieu of any other required permit, authorization, fee, charge or tax, unless expressly stated herein.

(h) Effect of Grant. By granting this Franchise, the City acknowledges and agrees that it has the authority to issue this Franchise and did so pursuant to processes and procedures consistent with applicable laws, and that it will not raise any claim to the contrary.

(i) Franchisee Bears Its Own Costs. Unless otherwise expressly provided in this Agreement, all acts that the Franchisee is required to perform must be performed at the Franchisee's own expense.

(j) No Waiver. The failure of the City or the Franchisee on one or more occasions to exercise a right or to require compliance or performance under this Agreement, or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such a right has been specifically waived in writing. Any waiver of a breach

is not a waiver of any other breach, whether similar or different from that waived.

(k) No Recourse. To the extent permitted by law, the Franchise shall have no recourse whatsoever against the City or its officials, boards, commissions, agents or employees for any loss, costs, expenses, or damages arising out of any provision or requirement of the Franchise, Franchise Agreement, because of the enforcement of the Franchise, Franchise Agreement except if such loss, costs, expenses, or damages are the result of the sole negligence on the part of the City or its agents. The rights of the City under its provision are in addition to, and shall not be read to limit, any immunities the City or its officials, boards, commissions, agents or employees may enjoy or rights which the Franchisee may enjoy under federal or state law.

(l) Warranties and Representations. The Company hereby agrees, represents and warrants that it is legally authorized to enter into this Agreement in accordance with all applicable laws, rules and regulations. Furthermore, the Company further agrees, represents and warrants that this Agreement is legal, valid and binding, and that it is required to obtain authorization and consent from the City prior to the construction, installation, operation or maintenance of the System.

3. Effect of Changes in Law.

(a) Severability. In the event that a court or agency or legislature of competent jurisdiction acts or declares any nonmaterial provision of this Agreement is unenforceable according to its terms, or otherwise void, said provision shall be considered a separate, distinct, and independent part of this Agreement, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that a court or agency or legislature of competent and controlling jurisdiction declares any material provision of this Agreement is unenforceable according to its terms, or is otherwise void, the parties agree to immediately enter into negotiations in good faith to restore to the injured party the benefits or equivalent consideration which the injured party agrees is a reasonable substitute for the benefits the injured party expected to receive from the provision which was declared unenforceable.

(b) Effect of Change in Law. In the event that state or federal laws, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, then, subject to the parties' rights under Section 3(a) of this section, the provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such state or federal law, rule, or regulation is subsequently repealed, rescinded, amended, voided, or otherwise changed, so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of either party.

4. Transfers. The rights granted under the Franchise may not be transferred, assigned, sublet or subdivided in any way or through any mechanism, including a sale or lease of all or substantially all of the System or a sale or change in the control of the Franchisee (all referred to below as "transfers") without the express prior permission of the City by Ordinance or federal law. The City may not unreasonably refuse to allow such assignment or transfer.

(a) Control. The word "control" as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised. A change in control includes any of the following:

(1) If Franchise is a publicly traded partnership or corporation, the sale or transfer of five percent (5%) of the Franchisee's stock or general partnership interest;

(2) If Franchisee is a closely held partnership or corporation or an individual, transfer of fifty percent (50%) of the ownership interest or the voting stock interest in Franchise or transfer of fifty percent (50%) or more of the ownership interest or the voting stock in any legal parent or entity directly or indirectly controlling or managing Franchisee;

(3) Any other transaction which has the practical consequence of transferring to a new entity or legal person the actual working control of the Franchisee, the Franchise, or all or substantially all of the System.

(b) Application for Transfer. An entity that seeks approval of a proposed transfer (hereafter the "Applicant") shall file an application for approval of that transfer no later than on ninety (90) days prior to the proposed effective date of the transfer. The application shall meet the requirements of applicable law. City shall make a written decision within thirty (30) days.

(c) Notice of Transfer. The Franchisee shall notify the City Manager in writing as soon as any agreement or contract is executed for a transfer that is subject to the approval of the City.

(d) Review of Transfer. As the City determines necessary in evaluating the application, the City may require the Franchisee and Applicant to submit information in addition to that provided as part of the application.

(e) Mandatory Conditions.

(1) No application shall be granted unless the Applicant agrees in writing that it will:

(i) Abide by and accept the terms of the Agreement and any additional terms and conditions that the City reasonably determines are needed to protect the public interest; however, except as the City reasonably determines the proposed transfer increases the risk of nonperformance or partial performance of any franchise obligation, the City agrees that it will not seek modifications to the terms of this Agreement as a condition of approval of a transfer which occurs within two years of the effective date of this Agreement; and

(ii) Assume and be responsible for the obligations and liabilities of the Franchisee, known and unknown, under this Agreement and applicable law.

(iii) Provide performance guarantees to the City that the City considers

sufficient and adequate to guarantee the full and faithful performance of all franchise obligations by the Franchisee.

(2) No application shall be granted unless the Applicant agrees that approval by the City of the transfer shall not constitute a waiver or release of any rights of the City under this Franchise Agreement or applicable law, whether arising before or after the effective date of the transfer.

(3) No application shall be granted unless the Applicant posts all required bonds, securities, and the like in its own name at least 30 days prior to the closing date of the transfer.

(f) Other Changes in Ownership. Franchisee shall notify the City of any substantial changes in ownership in Franchisee or in any entity that directly or indirectly controls franchisee at least ninety (90) days prior to the proposed effective date of the change. If the City concludes the proposed change is a transfer as defined in this Agreement, Franchisee shall immediately comply with the requirements of this Section 4 and agrees not to complete the proposed change without prior City approval. This provision shall not apply to publicly traded stock transactions which the Securities and Exchange Commission does not require notice.

5. Franchise Fee.

(a) Payment to City. As financial compensation for use of Public Rights-of-Way for the offering of Services, the Franchisee and its affiliates shall pay the City a Franchise fee in an amount equal to five (5%) percent of the Gross Revenues. Gross Receipts on Telecommunications Services that originate in one municipality and terminate in another shall be evenly apportioned among the two municipalities for purposes of calculating the Use Fee owed to each municipality by the Company, such that the aggregate Use Fee paid by the company to the two municipalities shall not exceed five percent (5%) of the Gross Receipts on said Telecommunications Services. "Affiliate" as used in this paragraph means any affiliate or joint venture or partner of the Franchisee directly involved in the offering of Services in the City, or directly involved in the management or operation of the System in the City of Dothan.

(b) Not in Lieu of Any other Assessments, Tax or Fee. The Franchise fee is in addition to all other fees, assessments, taxes or payments that the Franchisee may be required to pay under any federal, state, or local law.

(c) Payments. In the event that a franchise fee payment or other sum due is not received by the City Manager on or before the date due, or is underpaid, the Franchisee shall pay in addition to the payment, or sum due, interest from the due date at a rate equal to the maximum rate of 1½% per month compounded annually.

(d) No Accord or Satisfaction. No acceptance of any payment by the City shall be construed as a release or an accord and satisfaction of any claim the City may have for further or additional sums payable as a franchise fee under this Agreement for the performance of another obligation of the Franchisee.

(e) Payment on Termination. If the Franchise terminates for any reason, the Franchisee shall file with the City within ninety (90) calendar days of the date of the termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by the Franchisee since the end of the previous fiscal year. The City reserves the right to satisfy any remaining financial obligations of the Franchisee to the City by utilizing the funds available in a security fund, letter of credit, and/or security provided by the Franchisee.

6. **Notices.** All notices to Franchisee shall be mailed to:

**Southern Light, LLC
ATTN: Kelly A. McGriff, Esq.
General Counsel
107 St. Francis Street
Mobile, Alabama 36602**

until Franchisee changes that address by making an appropriate filing with the City Manager. A notice may be "mailed" to Franchisee by depositing it in the U.S. Mail, registered certified mail, return receipt requested.

7. **Insurance Requirements.**

(a) General Requirement. Franchisee must have adequate insurance during the entire term of the Franchise against claims for injuries to persons or damages to property which in any way relate to, arise from, or are connected with the holding of the Franchise by the Franchisee, its agents, representatives, contractors, subcontractors and employees. As of the effective date of the Franchise, the Franchisee must have insurance coverage in place in the amounts and the form specified in (b); it shall maintain at least that coverage throughout the Franchise term.

(b) Scope of Insurance. Franchisee must keep insurance in effect in accordance with the minimum insurance scope the City Manager may set from time to time. The initial minimum insurance coverage shall be at least as broad as:

(1) Insurance Services Office form number CG-00-01 (Ed. 11-88) covering commercial general liability;

(2) Insurance Services Office form number CA-00-01 (Ed. 12-90), covering automobile liability symbol (1), "any auto"; and

(3) Industrial insurance as required by applicable federal, state, and local laws, and stop gap or employer's liability insurance.

(c) Initial Insurance Limits. Franchisee must keep insurance in effect in accordance with the minimum insurance limits set forth below. The Franchisee shall obtain policies for the following initial minimum insurance limits:

(1) Commercial General Liability: \$1,000,000 combined single limit per

occurrence for bodily injury, personal injury, and property damage; and for those policies with aggregate limits, a \$3,000,000 aggregate limit;

(2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and

(3) Stop Gap or Employer's Liability: \$1,000,000

8. Deductibles and Self-insured Retentions. If Franchisee changes its policy to include a self-insured retention, the Franchisee shall give notice of such change to the City. If any such self-insured retention creates any obligation or liability for the City, such self-insured retention shall be subject to the approval of the City Manager. Such approval will be given if the self-insured retention is consistent with standard industry practices. Any deductible and/or self-insured retentions of the policies shall not in any way limit or apply to the Franchisee's liability to the City and shall be the sole responsibility of the Franchisee.

(a) Endorsements.

(1) General liability and automobile liability policies shall contain, or shall be endorsed so that:

(i) The City, its officers, officials, employees, and agents are to be covered as and have the rights of additional insureds with respect to liability arising out of activities performed by or on behalf of Franchisee under this Agreement or applicable law, or in the construction, operation or repair, or ownership of its System;

(ii) To the extent of Franchisee's negligence, the Franchisee's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, and agents. Any insurance or self-insurance maintained by the City, its officers, officials, employees, and agents shall be in excess of the Franchisee's insurance and shall not contribute with it;

(iii) Franchisee's insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought, except with respect to the limits of the insurer's liability.

(2) All policies shall contain, or shall be endorsed so that:

The Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits, nor shall the intention not be renewed be stated by the insurance company, except after Forty-five (45) calendar days prior written notice, return receipt requested, has been given to the City Manager.

(b) Acceptability of Insurers. The insurance obtained by Franchisee shall be placed with insurers with a Bests' rating of no less than A: VIII, or if not rated by Bests', with surpluses equivalent to Bests' A: VIII rating.

(c) Verification of Coverage. The Franchisee shall furnish the City with certificates of insurance required by this Agreement and endorsements or a copy of the page of the policy reflecting blanket additional insured status, if required by written contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on such forms as are consistent with standard industry practices and are to be received by the City. The Franchisee hereby warrants that its insurance policies satisfy the requirements of this Franchise Agreement and State law.

(d) Performance Bonds. Upon Application for a permit to construct or repair any portion of the system, the City may require the posting of a cash or corporate bond in an amount in the City Engineer's discretion is necessary to insure the prompt payment for any damage that may be caused by Franchisee or for the prosecution of the work in the event it is not completed or completion is substandard.

9. **Indemnification.**

(a) Scope of Indemnity. To the extent permitted by law, and except for matters arising out of the City's sole negligence, Franchisee shall, at its sole cost and expense, indemnify, hold harmless, and defend the City, and its officers, boards, commissions, agents, and employees, against any and all claims, including but not limited to third party claims, suits, causes of action, proceedings, and judgments for damages or equitable relief arising out of the construction, operation or repair of its System, or in any way arising out of the Franchisee's enjoyment or exercise of its Franchise, regardless of whether the act or omission complained of is authorized, allowed, or prohibited by this Agreement. Without limiting in any way the Franchisee's obligation to indemnify the City and its officers, boards, commissions, agents, and employees as set forth above, this indemnity provision applies to, but is not limited to, expenses for reasonable legal fees and for disbursements incurred by the City and liabilities as follows:

(1) To persons or property, in any way arising out of or through the acts or omissions of the Franchisee, its officers, employees, or agents, or to which the Franchisee's negligence shall in any way contribute;

(2) Arising out of any claim for invasion of the right of privacy, for defamation of any person, firm or corporation, for the violation or infringement of any copyright, trademark, trade name, service mark, or patent, for a failure by the Franchisee to secure consents from the owners or authorized distributors of programs to be delivered by the System, or for violation of any other right of any person, excluding claims arising out of or relating to programming provided by the City; and

(3) Arising out of Franchisee's failure to comply with the provisions of any federal, state or local statute, ordinance, rule or regulation applicable to the Franchisee with respect to any aspect of its business to which this Agreement applies.

(b) Duty to Give Notice and Tender Defense. The City shall give the Franchisee timely written notice of the making of any claim or of the commencement of any action, suit or

other proceeding covered by the indemnity in this section. In the event any such claim arises, the City or any other indemnified party shall tender the defense thereof to the Franchisee and the Franchisee shall have the right and duty to defend, settle or compromise and claims arising hereunder and the City shall cooperate fully therein.

(c) Exception to Duty to Tender Defense. Notwithstanding the above, the City shall have no obligation to tender a defense as a condition of the indemnity where there is a material conflict between the interests of the Franchisee and the City.

(d) Additional Indemnifications. The City may require Franchisee to execute specific and additional indemnifications in connection with issuing any permits related to performance under this agreement.

10. Liquidated Damages.

(a) Amounts. Because the Franchisee's failure to comply with provisions of the Agreement will result in injury to the City, and because it will be difficult to estimate the extent of such injury, the City and the Franchisee agree to the following liquidated damages for the following violations. These damages represent both parties' best estimate of the damages resulting from the specified injury. The liquidated damage amounts are in 2016 dollars and shall be increased each year by the increase in the U.S. Consumer Price Index.

(1) For all material violations of this Agreement for which actual damages may not be ascertainable: \$100/day for each violation for each day the violation continues.

(b) Date of Violation, Notice and Opportunity to Cure. The date of violation will be the date the Franchisee receives notice of the violation. The City must provide written notice of a violation pursuant to the notice section contained in this Franchise. Upon receipt of notice, the Franchisee will have a period of 60 days to cure the violation or to present to the City a reasonable remedial plan. The City, in its sole discretion, shall decide whether to accept or reject the remedial plan presented by the Franchisee. Liquidated Damages occur only in the event either cure has not occurred within sixty days or the City rejects the plan. Damages will be retroactive to the date of the violation.

(c) Effect on Duty to Comply. The collection of liquidated damages by the City shall in no respect affect:

(1) Compensation owed to subscribers; or

(2) The Franchisee's obligation to comply with the provisions of this Agreement or applicable law.

11. Relationship of Remedies.

(a) Remedies are Non-exclusive. The remedies provided for this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another,

or any rights of the City at law or equity, provided however, cumulative remedies may not exceed the total wrong involved.

(b) No Election of Remedies. Without limitation, the recovery of amounts under the insurance, indemnity or liquidated damages provisions of this Agreement shall not be construed as the following: an election of remedies, a limit on the liability of the Franchisee under the Franchise for damages or other wise; or to excuse faithful performance by the Franchisee.

12. **Non-discrimination.**

(a) No Discrimination.

(1) The Franchisee must comply with all applicable local, state and federal laws and regulations prohibiting discrimination, including without limitation, laws and regulations prohibiting discrimination in the provision of service or employment.

(2) The Franchisee is specifically prohibited from discriminating among persons or taking any retaliatory action against a person because of that person's exercise of any right it may have under federal, state, or local law, nor may the Franchisee require a person to waive such rights as a condition of taking service.

(b) Equal Employment Plan. The Franchisee must adopt and follow an equal employment opportunity plan that complies with all applicable provision of federal, state and local laws and regulations (which requirement includes the obligation to amend that plan to bring it into compliance with those laws and regulations, as hereafter amended or interpreted).

(c) No Discrimination.

(1) Franchisee shall fully, comply with all applicable federal, state, and local laws, ordinances, executive orders and regulations which prohibit discrimination. These laws include, but are not limited to, Titles VI and VII of the Civil Rights Act of 1964, as amended.

(2) During the performance of this Franchise Agreement, neither Franchisee nor any part subcontracting under the authority of this Franchise Agreement shall discriminate on the basis of age, ancestry, creed, color, marital status, national origin, race, religion, sex, sexual orientation, or presence of any mental, physical or sensory handicap against any employee or applicant for employment, unless based on a bona fide occupational qualification, or in the administration or delivery of services or any other benefit under this Franchise Agreement.

(d) Reporting. Franchisee shall submit such documents and information as may be requested by the City.

13. **Conditions on Use of Rights-of-Way: Specific Practices.**

The construction, operation and repair of the System must be performed in compliance with this Agreement and all applicable laws regarding use of the rights-of-way. The Franchi-

see's obligations and the City's rights under that Section include, but are not limited to, the following:

(a) Use of Public and Private Property; Generally.

(1) The System shall be constructed, operated and repaired so as to cause minimum interference with the rights and reasonable convenience of property owners (including the City) and users of the right-of-way and other public property. The City may from time to time issue reasonable rules, regulations and permit requirements concerning the construction, operation and repair and System as appropriate. Applications for work permits shall be presented to the City Building Permit Division which may require copies of plans, blueprints, cross-sections, or further detailing of work to be done. Any work done, whether by Franchisee, its contractors, or third parties will include necessary paving, patching, grading, and any other reasonably necessary repair or restoration to the City rights-of-way. All work shall be done to the satisfaction of the City Engineer.

(2) All equipment, lines, and appurtenances which are used in the operation, maintenance, repair or construction of the Franchisee's system, except for those pieces specifically noted in this Franchise, and which are located within the City's rights-of-way shall be considered to be part of Franchisee's system and shall be the Franchisee's responsibility. All permits for the operation, maintenance, repair or construction of said system shall be applied for and given in the name of the Franchisee, who shall be responsible for all work done under the permit regardless of whether the work is done by the Franchisee, its employees or contractors, or by third parties.

(3) Franchisee shall obtain all required permits or easements before commencing any construction, reconstruction, repair, maintenance, or other work or property use. Permits for emergency work shall be obtained as soon as possible, but in no event later than one working day after the work is begun.

(4) All work authorized and required hereunder shall be done in a safe, thorough and workmanlike manner and may be subject to the supervision, inspection, approval and direction of the City Engineer. The Franchisee must comply with all safety requirements, rules, and practices and employ all necessary devices as required by applicable law and permits during construction, operation and repair of its system. By way of illustration and not limitation, the Franchisee must comply with the then current; National Electrical Safety Code published by the Institute of Electrical and Electronics Engineers, Inc. (currently ANSI C2-1190 and replaced by subsequently adopted additions), and Occupational Safety and Health Administration (OSHA) Safety and Health Standards. All traffic control shall be done in compliance with the then current edition of Manual on Uniform Traffic Control Devices, Part VI.

(b) Use of Poles and Conduits.

(1) Where electrical and telephone utility wiring is installed underground at the time of initial System construction, or when such wiring is subsequently placed underground, all System lines or wiring and equipment shall also be placed underground on a

nondiscriminatory basis with other wire line services at no additional expense to the City or subscribers. Related system equipment such as pedestal must be placed in accordance with City code requirements and underground utility rules as interpreted by the City Engineer. In areas where both electric and telephone utility wiring is aerial, the Franchisee may install aerial cable, except when a property owner or resident requests underground installation and agrees to bear the additional cost in excess of aerial installation.

(2) The Franchisee shall utilize existing poles and conduit wherever possible, subject to the execution of a separate agreement with the City for the attachment to its poles.

(3) The Franchisee does not grant, give or convey to the Franchisee the right or privilege to install its facilities in any manner on specific utility poles or equipment of the City or any other person without their permission. Copies of agreements for use of poles, conduits or other utility facilities must be provided upon request by the City Manager upon demonstrated need and subject to protecting Franchisee's proprietary information from disclosure to third parties.

(4) The Franchisee is encouraged to perform construction and maintenance of the System in a manner resulting in the least amount of damage and disruption to the rights-of-ways. The Franchisee will be required to use trenchless technology for any portion of construction or maintenance projects which lie beneath the paved or improved portion of any roadway to which this Agreement applies, unless otherwise approved by the City Commission. The City Engineer may require trenchless technology in other locations, where circumstances prevent or make open-cut methods impractical. The Franchisee may use either the open-cut method or trenchless technology for construction outside the paved or improved portion of any roadway to which this Agreement applies.

(5) In any case, where the Franchisee is or has been authorized to erect a pole, the Franchisee shall extend the right to use its poles upon reasonable terms and conditions or other persons having a franchise or permit to maintain lines and facilities upon the same road or right-of-way (a "franchise holder"). The City shall have the right to install and maintain free of charge upon the poles owned by the Franchisee any facilities that do not unreasonably interfere with the Franchisee's System.

(c) Repair and Restoration of Property.

(1) The Franchisee shall protect public and private property from damage. If damage occurs, the Franchisee shall promptly notify the property owner.

(2) If public or private property is disturbed or damaged, the Franchisee shall restore the property to its former condition inducing necessary paving, patching, grading and other necessary repair or restoration, normal wear and tear excepted. Public right-of-way or other City property shall be restored to its former condition, normal wear and tear excepted, in a manner and within a time approved by the City Engineer or custodial agency. If restoration of public right-of-way or other City property is not satisfactorily performed within a reasonable time, the City Engineer or custodial agency may, after prior notice to the Franchisee, or without

notice where the disturbance or damage may create a risk to public health or safety, or cause delay or added expense to a public project or activity, cause the repairs to be made at the Franchisee's expense and recover the cost of those repairs from the Franchisee. Within thirty (30) days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, the Franchisee shall pay the City. Consistent with this agreement, if suit is brought upon Franchisee's failure to pay for repair and restoration, and if judgment in such a suit is entered in favor of the City, then the Franchisee shall pay the City's actual costs resulting from the non-payment, including interest from the date the bill was presented, disbursements, attorney's fees and litigation-related costs. Private property must be restored promptly, considering the nature of the work that must be performed.

(3) Prior to entering onto private property to construct, operate or repair its System, Franchisee shall give the person residing on or using the property adequate notice that it intends to work on the property, a description of the work it intends to perform and a name and phone number the person can call to protest or seek modification of the work. Work shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners, residents and users.

(d) Movement of System For and By City. Franchisee and City agree to each bear their respective cost of repair, replacement removal related to their particular property in the event of fire, disaster, or other emergency, or when a City project or activity makes the removal, replacement, modification or disconnection necessary or less expensive for the City. Except during an emergency, the City will provide reasonable notice to Franchisee prior to taking such action and shall, provide Franchisee with the opportunity to perform such action. Following notice by the City, Franchisee shall remove, replace, modify or disconnect any of its facilities or equipment within any public right-of-way, or on any other City property, except that the City shall provide at least one hundred eight (180) days written notice of any major capital improvement project which would require the removal, replacement, modification or disconnection of Franchisee's facilities or equipment. If the Franchisee fails to complete this work within the time prescribed and to the City's satisfaction, the City may cause such work to be done and bill the cost of the work to the Franchisee. Within thirty (30) days of receipt of an itemized list of those costs, the Franchisee shall pay the City. The City, its officials, officers, employees and agents shall not be liable to the Franchisee for any damage caused as a result of action taken under this Section.

(e) Movement for Other Franchise Holders. If any removal, replacement, modification or disconnection is required to accommodate the construction, operation, or repair of the facilities or equipment of another franchise holder, Franchisee shall, after at least thirty (30) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. The parties shall determine how costs associated with the removal, relaying or relocation shall be allocated prior to construction.

(f) Movement for Other Permittees. At the request of any person holding a valid oversized loaded or similar permit and upon reasonable advance notice, Franchisee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes, including standby time, must

be paid by the permit holder, and Franchisee may require a reasonable deposit of the estimated payment in advance.

(g) Tree Trimming and Excavation. The Franchisee shall have the authority to trim trees that overhang a public right-of-way of the City so as to prevent the branches of such trees from coming in contact with its System, in accordance with applicable City codes and regulations.

(h) Decisions of City Engineer. Whenever the decision, requirement or approval is by this Agreement to be a determination of the City Engineer, that determination shall be conclusive upon the parties hereto, except in that instance where the determination is arbitrary, made in bad faith or to defraud the parties hereto.

(i) Road Vacations. If, at any time, the City vacates any City rights-of-way covered by this limited Franchise, the City shall not be held liable for any damages or loss to the Franchisee by reason of such vacation.

14. Operation and Reporting Provisions.

(a) Books and Records.

(1) **Inspection and audit.** The City shall have the right to inspect and audit, upon reasonable written notice, at any time up to three (3) years from the date that this Agreement ends whether by expiration, revocation, or termination, at Southern Light's office where such records are located, all relevant financial statements and financial records in the form and manner as reasonably prescribed by the City to verify compliance with the use fee or other payment requirements of this Agreement.

(b) Reports.

Southern Light to submit a statement, certified as true by an independent auditor or chief financial officer of Southern Light, setting forth its gross revenues by category, and describing what revenues were included and excluded in calculating the use fee, and any adjustments made to gross revenues. The request shall be made by the City no later than thirty (30) days after the given quarterly payment is received, and Southern Light shall have ninety (90) days to respond.

(c) Retention of Records; Relation to Privacy Rights. The Franchisee shall take all steps required, if any, to ensure that it is able to provide the City all information which must be provided or may be requested under this Agreement.

15. Remedies.

(a) Rights of City. In addition to exercising any of the other remedies provided in this Agreement, or the remedies available under applicable law, the City may revoke the Franchise and void the Franchise Agreement if:

(1) Franchisee attempts to or does practice any fraud or deceit in its conduct or relations under this Franchise Agreement or in the process of being granted the rights, authority, power, privileges and permission herein; or

(2) Franchisee attempts deliberately to evade any material provision of this Franchise Agreement; or

(3) Franchisee fails to correct any material breach of this Agreement, after notice and opportunity to cure; or

(4) Franchisee repeatedly violates this Agreement regardless of whether any single provision violated is deemed immaterial; or

(5) Franchisee abandons its franchise.

Without limitation, the failure of Franchisee to comply with the deadlines established herein, its failure to provide or maintain the required reports and records or its failure to comply with applicable law shall be deemed a material violation of this Franchise Agreement.

(b) Rights of Franchisee. Notwithstanding any provision of this Agreement to the contrary that could be read to limit the Franchisee's rights, before the City revokes the Franchise, it shall:

(1) Provide notice to the Franchisee of the violation;

(2) Permit the Franchisee to request an opportunity to be heard on the issue;

and

(3) If the Franchisee timely requests an opportunity to be heard, allow the Franchisee to appear and present information relevant to determining whether the violation occurred, and the appropriate remedy for the violation, if any.

(c) Procedures Prior to Revocation.

(1) Notice of Violation. City shall provide Franchisee with a detailed written notice of any franchise violation upon which it proposes to take revocation action, and a ninety (90) day period within which Franchisee may demonstrate that a violation does not exist or cure the alleged violation.

(2) Default. If Franchisee fails to disprove or cure the violation within ninety (90) days, then City may declare the Franchisee in default, which declaration must be in writing.

(3) Hearing Available to Franchisee. Within thirty (30) Business Days after receipt of a written declaration of default from the City, Franchisee may request, in writing, a hearing before the City or its agent, in a public proceeding. Such hearing shall be held within ninety (90) days of receipt of the request therefor and a decision rendered within thirty (30) days after the conclusion of the hearing. Any decision shall be in writing and shall be based upon

written findings of fact.

(4) **Duty to Exhaust Remedies.** In the event of any dispute between the Franchisee and the City arising out of this Franchise Agreement, the Franchisee agrees to pursue and exhaust all administrative remedies pursuant to law prior to pursuing any legal or equitable remedy.

(5) **Effect of Revocation or Forfeiture.** The revocation or forfeiture of the Franchisee's rights under the Franchise shall not affect any of the City's rights under the Franchise or applicable law.

16. Abandonment.

(a) **Effect of Abandonment.** If the Franchisee abandons its System during the Franchise term, or fails to operate its System in accordance with its duty to provide continuous service, the City, at its option, may operate the System; designate another entity to operate the System temporarily until the Franchisee restores service under conditions acceptable to the City or until the Franchise is revoked and a new Franchisee selected by the City is providing service; or obtain an injunction requiring the Franchisee to continue operations. If the City is required to operate the System, the Franchisee shall reimburse the City or its designee for all reasonable costs and damages incurred that are in excess of the revenues from the System.

(b) **What Constitutes Abandonment.** The City shall be entitled to exercise its option and obtain any required injunctive relief if:

(1) The Franchisee fails to provide Service in accordance with this Franchise Agreement over a substantial portion of the Franchise Area for ninety-six (96) consecutive hours, unless the City authorizes a longer interruption of service; or

(2) The Franchisee, for any period, willfully and without cause refuses to provide Service in accordance with this Franchise Agreement.

17. Miscellaneous Provisions.

(a) **Governing Law.** This Franchise Agreement shall be governed in all respects by the laws of the State of Alabama. All actions brought by the Franchisee against the City, whether brought in state or federal court, shall be brought in court located in Alabama, unless prohibited by law.

(b) **Force Majeure.** The Franchisee shall not be deemed in default with provisions of its Franchise where performance was rendered impossible by war or riots, civil disturbances, labor strikes, floods, weather events, including but in no way limited to hurricanes, tornados, microbursts, or the like, or other circumstances beyond the Franchisee's control, and the Franchise shall not be revoked or the Franchisee penalized for such noncompliance, provided that the Franchise takes immediate and diligent steps to bring itself back into compliance and to comply as soon as possible under the circumstances with its franchise without unduly endangering the

health or safety of the Franchisee's employees or the integrity of its property, of the health or safety of the public, or the Franchisee's employees or the integrity of its property, or the health or safety of the public, or the integrity or public right-of-way, public property, or private property; and only if the Franchisee has notified the City in writing of the reason for the inability within three (3) business days of the Franchisee's discovery of the reason.

(c) Calculation of Time. Unless otherwise indicated, when the performance or doing of any act, duty, matter or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, the Franchisee is directed to file action within ten (10) calendar days, the action must be completed no later than midnight January 11.

(d) Time of Essence; Maintenance of Records of Essence. In determining whether the Franchisee has substantially complied with its Franchise, the parties agree that time is of the essence to this Agreement. As a result, the Franchisee's failure to complete construction, extend service, seek approval of transfers, provide information in a timely manner may constitute material breaches. The maintenance of records and provide information in a timely manner may constitute material breaches. The maintenance of records and provision of reports in accordance with the Franchise is also of the essence of this Agreement.

(e) Guarantee. The performance of the Franchisee shall be guaranteed in all respects by Southern Light, LLC. A signed guarantee, in a form acceptable to the City shall be filed with the City Manager prior to the effective date hereof.

(f) Captions. The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

(g) Counterparts. This Franchise Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all Parties shall not have signed the same counterpart.

(h) Effective Date. This ordinance shall only become effective upon receipt by City of the written unconditional acceptance by Franchisee of the terms and conditions contained herein within thirty (30) days of the passage of this Ordinance and publication as required by law at Franchisee's expense.

AGREED TO AS OF THE _____ DAY OF _____, 2016.

ATTEST:

CITY OF DOTHAN

CITY CLERK

BY: _____
MAYOR

SOUTHERN LIGHT, LLC

WITNESS:

BY: _____

NAME: _____

TITLE: _____

Ordinance No. _____ Entering into a Franchise Agreement with Southern Light, 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 franchise agreement for and in the name of the City of Dothan which shall be attested by the City Clerk.

Section 3. This Ordinance shall take effect and be in force thirty days after the first enactment of same and publication in synopsis form in accordance with the requirements of § 11-45-8, Ala. Code 1975.

PASSED, ADOPTED AND APPROVED ON _____, 2016.

Mayor

ATTEST:

Associate Commissioner

City Clerk

Associate Commissioner

Associate Commissioner

Associate Commissioner

Associate Commissioner

Associate Commissioner
BOARD OF COMMISSIONERS

I, _____, City Clerk of the City of Dothan, 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, on _____.
WITNESS my signature and Seal of the City of Dothan, this the _____ day June, 2016.

City Clerk

RESOLUTION NO. _____

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

202 Hardy Street

Parcel 38-09-06-13-2-003-009.000
Lot 21 Block E Shady Grove

2807 Eddins Road

Parcel 38-16-02-09-0-000-001.040
Lot 2 Block A Edgewood Subdivision

909 Tuskegee Avenue

Parcel 38-10-04-18-3-007-008.000
S 30' of Lot 7 & N 16' of Lot 10 Block 4 North East Addition Subdivision

565 N. Park Avenue

Parcel 38-09-06-14-3-007-002.000
Lot 11 Block A 1st Addition Tidwell Subdivision

3302 Cathy Lou Road

Parcel 38-04-08-33-0-006-024.000
Lot 2 Block F Sunny Heights Subdivision Phase III

2215 Shannondoah Drive

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

1008 E. Newton Street

Parcel 38-10-04-18-3-009-015.000
Lot 3 Block 10 Lincoln Park

3203 Granberry Drive

Parcel 38-04-08-33-0-006-030.000
Lot 2 Block A Grand Acres Subdivision

301 Virginia Drive & Adjoining Lot

38-09-06-23-1-010-002.000
Beginning at SE intersection of E Woodland & Boulevard being PT of SW NE QTR

1107 Fairland Drive

38-10-09-30-2-012-008.000
Lot 8 Block B Fairland Subdivision

306 Telluride Lane

38-09-03-06-0-001-002.000
Lot 90 Block E of Deer Valley 2nd Addition

310 Telluride Lane

38-09-03-06-0-001-002.004
Lot 88 Block E of Deer Valley 2nd Addition

312 Telluride Lane

38-09-03-06-0-001-002.005
Lot 87 Block E of Deer Valley 2nd Addition

323 Telluride Lane

38-09-03-06-0-001-002.083
Lot 26 Block B of Deer Valley 2nd Addition

407 Telluride Lane

38-09-03-06-0-001-002.079
Lot 30 Block B of Deer Valley 2nd Addition

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 18th day of October, 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, properties determined to be in violation of Article II, Chapter 106 of the City of Dothan Code of Ordinance pertaining to weed control are abated according to the procedures described therein; and

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

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

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

- 1. 1021 S. Bell Street**
- 2. 1107 N. Alice Street**
- 3. 1301 Petty Street**

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

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

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

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

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

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

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 COMMISSIONERS

REPORT ON COST OF WEED ABATEMENT

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

First Federal Bank of Florida
1301 Petty Street
38-09-07-25-3-006-040.000

Willie Mae Oliver Creech
1107 N. Alice Street
38-09-06-13-3-004-006.000

Lot Cleanup Cost 152.49
Total \$ 152.49

Lot Cleanup Cost 125.35
Total \$ 125.35

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

Lot Cleanup Cost 152.49
Total \$ 152.49

Total **430.33**

RESOLUTION NO. _____

WHEREAS, the following listed properties were determined, by Resolution Numbers 2016-204 and 2016-229 to be nuisances which should be abated:

1. 225 Headland Avenue
2. 326 Headland Avenue
3. 338 Headland Avenue
4. 352 Headland Avenue
5. 2904 Heritage Drive
6. 1800 Northside Drive
7. 829 Duke Street
8. 2508 E. Linda Lane
9. 1013 Sunset Drive
10. 104 E. Stough Street
11. 302 E. Stough Street
12. 120 Pine Street
13. 118 Pine Street
14. 116 Pine Street
15. 101 Pine Street

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

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

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

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

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

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

Mayor

ATTEST:

City Clerk

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF COMMISSIONERS

REPORT ON COST OF WEED ABATEMENT

The following properties were found to be a nuisance due to violations of the City of Dothan Weed Control Ordinance, pursuant to Resolutions No. 2016-204 and 2016-229. The amount listed below the property address is the cost of abating the nuisance. Five (5) properties was brought into compliance without the necessity of city crews doing the work. For the complying properties, the cost will be limited to the cost of erecting the sign on said property, if applicable, and the cost of publishing the notice in the newspaper. For the ten (10) properties that did not comply, the cost will also include the cost of having city work crews abate the nuisance.

Jacquelyn Tolbert
225 Headland Avenue
Parcel 38-09-06-13-3-001-016.000

Sign	\$	89.00
Newspaper Notice		49.93
Lot Cleanup Cost		62.23
Total	\$	<u>201.16</u>

Bobby E. Taylor
1013 Sunset Drive
38-10-04-18-4-001-018.000

Sign	\$	89.00
Newspaper Notice		49.93
Lot Cleanup Cost		62.23
Total	\$	<u>201.16</u>

J.D. & Francis P. Snell T/S
352 Headland Avenue
38-09-06-13-3-001-029.000

Sign	\$	89.00
Newspaper Notice		49.93
Lot Cleanup Cost		62.23
Total	\$	<u>201.16</u>

Dallie & Emma Lee McClain
104 E. Stough Street
38-09-06-13-4-004-009.000

Sign	\$	89.00
Newspaper Notice		49.93
Lot Cleanup Cost		62.23
Total	\$	<u>201.16</u>

Everett Ralph Robertson Jr.
2904 Heritage Drive
38-09-02-03-4-001-001.038

Sign	\$	89.00
Newspaper Notice		49.93
Lot Cleanup Cost		166.20
Total	\$	<u>305.13</u>

Eldoro Gainous
302 E. Stough Street
38-09-06-13-4-004-001.000

Sign	\$	89.00
Newspaper Notice		49.93
Lot Cleanup Cost		110.78
Total	\$	<u>249.71</u>

Jerry D. & Ruth P. Cohea
1800 Northside Drive
38-09-02-10-1-001-010.000

Sign	\$	89.00
Newspaper Notice		49.93
Lot Cleanup Cost		83.10
Total	\$	<u>222.03</u>

Greater Beulah Baptist Church
116 Pine Street
38-09-06-13-4-006-019.000

Sign	\$	89.00
Newspaper Notice		49.93
Lot Cleanup Cost		110.78
Total	\$	<u>249.71</u>

Sandra Gail Ball
829 Duke Street
38-09-07-25-1-001-009.000

Sign	\$	89.00
Newspaper Notice		49.93
Lot Cleanup Cost		145.78
Total	\$	<u>284.71</u>

Darrell Dan Floyd
101 Pine Street
38-09-06-13-3-001-024.001

Sign	\$	89.00
Newspaper Notice		49.93
Lot Cleanup Cost		110.78
Total	\$	<u>249.71</u>

Pinnacle Real Estate LLC
326 Headland Avenue
Parcel 38-09-06-13-3-001-026.000

Sign	\$	89.00
Newspaper Notice		49.93
Lot Cleanup Cost		-
Total	\$	<u>138.93</u>

Rochester Johnson, Jr. & Mary C. Johnson
338 Headland Avenue
38-09-06-13-3-001-028.000

Sign	\$	89.00
Newspaper Notice		49.93
Lot Cleanup Cost		-
Total	\$	<u>138.93</u>

Sherrill K. Holloman
2508 E. Linda Lane
38-04-08-33-0-003-022.000

Sign	\$	89.00
Newspaper Notice		49.93
Lot Cleanup Cost		-
Total	\$	<u>138.93</u>

Beulah Land, Inc.
120 Pine Street
38-09-06-13-4-006-017.000

Sign	\$	89.00
Newspaper Notice		49.93
Lot Cleanup Cost		-
Total	\$	<u>138.93</u>

Greater Beulah Baptist Church
118 Pine Street
38-09-06-13-4-006-018.000

Sign	\$	89.00
Newspaper Notice		49.93
Lot Cleanup Cost		-
Total	\$	<u>138.93</u>

Total **\$** **3,060.29**

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

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

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

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

773 Woodland Drive

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

WHEREAS, a public hearing was held on the 20th 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.

**909 Southland Drive
0 Wendell Avenue (Parcel 38-10-04-18-1-003-005.000)
304 S. College Street**

1703 Fairfield Drive
702 Allen Road
704 Allen Road
705 Falcon Drive
3306 Cathy Lou Road
1580 E. Burdeshaw Street
773 Woodland Drive

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

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

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

Mayor

ATTEST:

Associate Commissioner District 1

Tammy Danner
City Clerk

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF COMMISSIONERS

RESOLUTION NO. _____

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

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

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

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

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

773 Woodland Drive

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

WHEREAS, a public hearing was held on the 20th 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.

**909 Southland Drive
0 Wendell Avenue (Parcel 38-10-04-18-1-003-005.000)
304 S. College Street**

1703 Fairfield Drive
702 Allen Road
704 Allen Road
705 Falcon Drive
3306 Cathy Lou Road
1580 E. Burdeshaw Street
773 Woodland Drive

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

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

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

Mayor

ATTEST:

Associate Commissioner District 1

Tammy Danner
City Clerk

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF COMMISSIONERS

RESOLUTION NO. _____

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

Section 1. That the City of Dothan enters into an agreement with Grey Communications for television advertising and marketing of events for the Dothan Civic Center and Opera House at an approximate cost of \$20,000.00, which said agreement follows:



**INSERTION ORDER AND
ADVERTISING AGREEMENT**

This advertising agreement ("Agreement") is a binding contract entered into as of the date of last signature below by and between Gray Television Group, Inc., its subsidiaries and affiliates ("Gray") and the advertiser identified below ("Advertiser"). This Agreement will consist of this Insertion Order and the Standard Terms and Conditions available at www.gray.tv/advertising.

Advertiser		Gray	
Business Name	City of Dothan – Performing Arts	Station	WTVY- CBS, WRGX- NBC, ETVY-CW, GTVY
Primary Contact	Dothan Civic Center – Marshall Perry	Account Executive	Rick Rojas
Billing Address	126 North Saint Andrews Street	Billing Address	285 N. Foster St.
Phone	334-615-3154	Phone	334-792-3195
Fax	334-615-3149	Fax	334-712-7401
Email	mperry@dothan.org	Email	rick@tvty.com
Website	www.dothanciviccenter.org	Website	www.wtvty.com

Campaign Start Date	10/1/2016	Campaign End Date or Duration	9/30/2017
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Campaign Details: (Attach additional pages as appropriate.)	Spots varies monthly based on expenditure,	Investment \$1,666 per month
Television Insertion (Included in broadcast and cable/ satellite retransmission of station signal)	Components include- On Air and digital (Commercials, Web and Social Media)	Campaigns determine the monthly expenditure
Streaming Insertion (Inserted into streamed newscast on Station web channel in place of broadcast-only commercials in newscast)	NA	NA
Online Insertion (Banner ads, pre-rolls, display ads and other types of insertions on Station web channels)	Station will develop and design all web components	Campaigns determine the monthly expenditure
Mobile Insertion (Banner ads, pre-rolls, display ads and other types of insertions on Station text alerts, email blasts, mobile apps and platforms)	NA	NA
Other:		
TOTAL:	Marketing Campaign includes production, television and web components	\$1,666 per month for 2016-17 fiscal year
Note Payment Terms: Net 30 days from date of invoice.		

ADVERTISER:

BY: _____
NAME: _____
TITLE: _____
DATE: _____

GRAY TELEVISION GROUP, INC.

BY: _____
NAME: _____
TITLE: _____
DATE: _____



CITY OF DOTHAN RFP TABULATION SHEET

BID # 16-067

Bid Opening Date: 8/30/16 Department: Performing Arts Commodity Codes: 915-78, 915-001, 915-03, 915-83	Points Possible	Scenic Productions Dothan, AL.	WDHN Dothan, AL.	WTVY Dothan, AL.
Description Boardcast Television Advertising for the Dothan Civic Center & Opera House Events: \$20,000 Buy Scoring Items				
1) Amount of Coverage Proposed for Promotion:	15	0	10	15
2) Production Capabilities:	15		0	15
3) Time Slots/Schedule Assigned for Promotion:	15	0	15	10
4) Ability to Address Target Audience of Events:	15	0	10	10
5) Web & Interactive Strategy:	25	0	0	0
6) Added Value:	15	0	0	15
Grandtotal Points:	100	0	35	65
Final Ranking:		0	0	0

Description:
Broadcast Television Advertising/Marketing of Events for the
Dothan Civic Center and Opera House to Receive Maximum
Coverage Targeted to Current Shows
Department Approval/Remarks:

APPROVED:

Purchasing Agent

Resolution # _____
Dated _____
Returned to Department _____

Resolution No. _____ Entering into an agreement with Grey Communications, continued.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, the City of Dothan/Houston County Communications District (hereafter referred to as the "District") provides support for two Public Service Answering Points (hereafter referred to as "PSAP"). One PSAP is the City of Dothan Communications Center currently located at 207 North Appletree Street and the second PSAP is the Houston County Communications Center currently located at 114 North Oates Street both inside the Dothan city limits. In or around February 2017, both PSAPs will be located at 405 E. Adams Street in the new location, and

WHEREAS, the City of Dothan's (hereafter referred to as the "City") Information Technology Department provides critical support to the District, its organization, board, committee, departments, and employees, on many levels. At the core of this support is Enhanced 9-1-1 (E 9-1-1), customer service through maintaining, upgrading, planning, implementing, and advising on matters of information technology. The ever increasing demands for information technology continue to evolve and grow at an exponential pace with the planned transition from the current legacy E 9-1-1 environment to the Next Generation 9-1-1 (NG 9-1-1) environment, and

WHEREAS, the District desires to retain the City to provide and maintain quality information technology services and functions to insure the readiness of the E 9-1-1 system to carry out daily operations.

NOW, THEREFORE, in consideration of the premises contained herein, the parties do agree as follows:

Section 1. The City shall render services necessary to operate, monitor, maintain, support, document, upgrade and give advice on E 9-1-1 equipment and IT related contracts for the District. The City shall advise the E 9-1-1 Systems Coordinator and the District Board of any potential problems, recommended changes, and/or upgrades. The City agrees to follow all E 9-1-1 guidelines and acquire the appropriate approvals prior to expending any E 9-1-1 funds. The operation of both PSAPs is mission-critical; therefore, the City shall render services as needed 24 hours a day, 7 days a week, 365 days a year to quickly restore any malfunctions that may occur on 9-1-1 equipment and/or software.

Section 2. The District agrees to operate, maintain and provide necessary support to E 9-1-1 equipment, all underlying infrastructures and contracts for the District allowable by law. The District shall follow all E 9-1-1 guidelines and acquire the appropriate approvals prior to expending any funds. The District shall conduct all standard IT related operating functions during normal business operating hours (0800-1700 hours), Monday through Friday. The City shall only be called upon after regular business hours in emergency situations. The District agrees to pay the sum of \$150,000 annually in twelve monthly installments for City support services.

Section 3. The terms of this agreement shall run on a twelve month basis beginning October 1, 2016 through September 30, 2017. This contract shall automatically renew for two additional years unless either party notifies the other in writing with a thirty day notice of intent to cancel and/or modify.

Section 4. The scope of services to be provided by the City may include but is not limited to the following:

- Provide general IT services support such as system maintenance, hardware and software installation and configuration, system upgrades, connectivity, and updates.
- Provide end user support and serve as a technical liaison between vendors.
- Provide support and troubleshoot CAD interfaces: E 9-1-1 ANI/ALI, paging, CAD/Firehouse interface, alerting, etc., serve as technical bridge between SS and interface vendors.
- Provide 24 hour support to City of Dothan and Houston County Communication Centers.
- Provide early morning (4am) reboot monthly of Southern Software.
- Support and maintain data backup and recovery; to include data retention on the AS400 for a total of five (5) years.

Res. No. _____, continued.

- Support E 9-1-1 addressing functions and personnel and other network assistance as needed.
- Configuring and setup of new personnel on all software needed to provide job task.

Section 5. General IT Support: The City will provide software consulting, configuration, administration, installation and support of current and future applications and operating systems on all client machines and network devices. General IT Support includes:

- Proactive system maintenance for all network devices including routine maintenance and security management.
- Update, upgrade, install, configure, and troubleshoot any and all software and hardware. Note that the radio consoles and associated equipment are maintained by the City's Electronic Maintenance staff.
- Configuration, installation, and maintenance of E9-1-1 office computers
- Configuration, installation, and maintenance of PSAP computers; City Southern Software PCs and Houston County Southern Software PCs.
- Configure, install, and maintain Mobile Jump Laptops.
- Configure, install, and maintain Admin Telephone system
 - E 9-1-1 office phones
- Configure, install and maintain server hardware including OS for Southern Software.
- Installation and maintenance of printers; City and County Southern Software printers.
- Provide structured system protection and maintenance.
- Support Media Works playback software (contract with Quality Recording Solutions)
- Support Eventide recorder hardware (contract with Quality Recording Solutions)
- Support and maintain interface with hardware and software for PSAP operations.
- Maintain mapping server and software.
- Maintain and monitor contracts with various 3rd party companies as funded.
- Internet access – monthly access fees.

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 contracted with Donald Smith Company, Inc. of Headland Alabama for the refurbishment of Water Well Number 17 (407 East Spring Street) and Water Well Number 34 (220 Faulkner Road) by resolution no. 2016-124 in the amount of \$288,846, and

WHEREAS, Well Number 11 (1517 South Alice Street) sustained damage during electrical repairs which required immediate removal and inspection, and

WHEREAS, Change Order No. 1 is requested to amend the contract with Donald Smith Company to include the removal, inspection and detailed report of conditions for Well No. 11, and

WHEREAS, Change Order No. 1, will not result in a change to the contract amount.

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

Section 1. That based upon the recommendation of the Dothan Utilities Director, the City of Dothan approve Change Order No. 1 to amend the contract with Donald Smith Company, Inc., to include the removal and inspection of Well No. 11, which said Change Order follows:

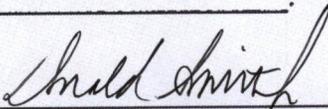
CHANGE ORDER No. 1
REFURBISHMENT OF WATER WELLS
(WELL NUMBERS 17 & 34)
September 20, 2016

1. This Change Order is made Between the City of Dothan called the OWNER and Donald Smith Company, Inc, hereinafter called the CONTRACTOR.

2. The Contract is hereby amended to include the following work at Well No. 11; labor and equipment to remove the pump assembly, bail oil from well, perform video inspection of well, complete breakdown/inspection of entire pumping unit and provide detailed report of conditions and all materials, for the lump sum price of \$19,778.00.

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

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

Accepted by: 
Donald Smith Company, Inc.

Date: 9-15-2016

Recommended by: _____
Dothan Utilities

Date: _____

Approved by: _____
The City of Dothan, Alabama-Owner

Date: _____

Resolution No. _____, approving the Change Order No. 1 for Donald Smith Company, Inc. of Headland Alabama, continued.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, the city desires to enhance the water distribution system by replacing and upgrading damaged pump controllers and appurtenances; and

WHEREAS, bids were received and opened on August 30, 2016 for the Well #24 Motor Control and Upgrades, and

WHEREAS, Palmer Electric Construction Co. of Dothan, Alabama submitted the lowest responsible, responsive base bid in the amount of \$37,945.00, and

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

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

Section 1. That based upon the recommendation of the Dothan Utilities Director, the City of Dothan award the bid, enter into a contract and issue a Notice to Proceed and other related documents to Palmer Electric Construction Co. for the Well #24 Motor Control and Upgrades for the sum of \$37,945.00, which said agreement follows:

CONTRACT FORM

THIS AGREEMENT, made this 6th day of September, 2016 by

and between City of Dothan, Alabama, herein called "Owner", acting herein through (Corporate Name of Owner) its Mayor, and Palmer Electric Construction Co. (Title of Authorized Official) (a corporation)

of Dothan County of Houston, State of Alabama, herein called "Contractor".

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

Well #24 Motor Control and Upgrades

hereinafter called the "Project", for the complete turn-key lump sum of Thirty-seven thousand nine hundred forty-five dollars 00/100 Dollars (\$37,945.00), and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions, and Special Conditions of the Contract, the plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by City of Dothan, Dothan Utilities herein entitled the Architect/Engineer.

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

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

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

(Seal)

ATTEST:

City of Dothan, Alabama
(OWNER)

(City Clerk)

BY: _____

(Witness)

Mayor
(Title)

(Seal)

ATTEST:

(CONTRACTOR)

(Secretary)

BY: _____

(Witness)

(Title)

(Address)

(City, State, Zip Code)

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____
a (2) _____ hereinafter called "Principal" and (3) _____
of _____, State of _____ hereinafter called the
"Surety", are held and firmly bound unto (4) The City of Dothan of Dothan, Alabama,
hereinafter called "Owner", in penal sum of _____
_____ dollars (\$ _____) in lawful money of the United States, for the payment of
which sum well and truly to be made, we bind ourselves, our heirs, executor, administrators and
successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered
into a certain contract with the Owner, dated the _____ day of _____ 20____,
a copy of which is hereto attached and made a part hereof for the construction of:

Well #24 Motor Control and Upgrades, City of Dothan, Alabama

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all
the undertakings, covenants, terms, conditions, and agreements of said contract during the
original term thereof, and any extensions thereof which may be granted by the Owner, with or
without notice to the Surety, and he shall satisfy all claims and demands incurred under such
contract, and shall fully indemnify and save harmless the Owner from all costs and damages
which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all
outlay and expense which the Owner may incur in making good any default, then this obligation
shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and
agrees that no change, extension of time, alteration or addition to the terms of the contract or to
the work to be performed thereunder or the specifications accompanying the same shall in any
wise affect its obligation on this bond, and it does hereby waive notice of any such change,
extension of time, alteration or addition to the terms of the contract or to the work or to the
specifications.

PROVIDED, FURTHER, THAT no final settlement between the Owner and the
Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

(Principal) (5)

(Principal) Secretary

By: _____

Witness as to Principal

(Address)
(SEAL)

(Address)

Surety

ATTEST:

(Surety) Secretary

By: _____
Attorney-in-Fact

(Address)

Witness as to Surety

(Address)

(SEAL)

NOTE: Date of Bond must not be prior to date on Contract. Bond must be signed or countersigned by Surety's Alabama Resident Agent. Date of Power-of-Attorney shall be same date as Bond.

- (1) Correct name of Contractor.
- (2) A Corporation, A Partnership or an Individual, as case may be.
- (3) Correct name of Surety
- (4) Correct name of Owner.
- (5) If Contractor is Partnership, all partners should execute bond.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that we (1) _____
_____ a (2) _____
hereinafter called "Principal" and (3) _____
of _____, State of _____
hereinafter called the "Surety", are held and firmly bound unto (4) the City of Dothan
of Dothan, Alabama, hereinafter called "Owner", in the penal sum of _____
_____ Dollars (\$ _____) in lawful money of
the United States, for the payment of which sum well and truly to be made, we bind ourselves,
our heirs, executor, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of:

Well #24 Motor Control and Upgrades, City of Dothan, Alabama

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractor, and corporations furnishing materials and/or services for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the ____ day of _____, 20 ____.

ATTEST:

Principal (5)

(Principal) Secretary

By: _____

(Address)

Witness as to Principal

(SEAL)

(Address)

Surety

ATTEST:

(Surety) Secretary

By: _____
Attorney-in-Fact

Witness as to Surety

(Address)

(Address)

(SEAL)

NOTE: Date of Bond must not be prior to date of Contract. Bond must be signed or countersigned by Surety's Alabama Resident Agent. Date of Power-of-Attorney shall be same date as Bond.

- (1) Correct name of Contractor.
- (2) A Corporation, A Partnership or an Individual, as case may be.
- (3) Correct name of Surety.
- (4) Correct name of Owner.
- (5) If Contractor is Partnership, all partners should execute bond.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Palmer
Electric Construction Co as Principal, and The Guarantee Company
Of North America, USA as Surety, are hereby held and firmly bound unto
City of Dothan, Alabama as Owner in the penal sum of 5% of amount bid
_____ for the payment of which will and truly
to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors and assigns.

Signed this 30th day of August, 2016.

The condition of the above obligation is such that whereas the Principal has submitted to the City
of Dothan, Alabama, a certain bid, attached hereto and hereby made a part hereof to enter into
a
contract in writing for the Well #24, 2111 Oakdale Circle, Motor Control and Upgrades,
City of Dothan, AL

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connections therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

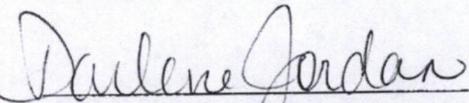
The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, the day and year first set forth above.



(Principal)

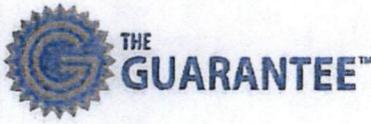
The Guarantee Company of North America, USA
(Surety)

By: 

(SEAL) Darlene Jordan, Power of Attorney



1. Date of Bond must be same date as Bid.
2. Bond must be signed or countersigned by Surety's proper Alabama Resident Agent. Date of Power of Attorney shall be same date as Bond.
3. If a Partnership, all partners shall execute Bond.



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Douglas Shane Sinquefield, Lisa C. Griggs, Darlene Jordan
Flowers Insurance Agency LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

- 1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

[Signature of Stephen C. Ruschak]

[Signature of Randall Musselman]

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

[Signature of Cynthia A. Takai]

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 30th day of August .

[Signature of Randall Musselman]

Randall Musselman, Secretary

FORM OF NONCOLLUSION AFFIDAVIT

STATE OF Alabama)

COUNTY OF Houston)

David Palmer

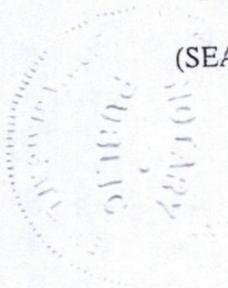
being first duly sworn, deposes and says that he is President
(Sole Owner, a partner, president, secretary, etc.)

the party making the foregoing Proposal or BID that such BID is genuine and not collusive or sham; that said BIDDER has not colluded, conspired, connived, or agreed, directly or indirectly, with any BIDDER or person, to put in a sham BID, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communications or conference, with any person, to fix the Bid Price of affiant or any other BIDDER, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other Bidder, or to secure any advantage against OWNER any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such BIDDER has not, directly or indirectly submitted this BID, or the contents thereof, or divulged information or date relative thereto to any association or to any member or agent thereof.

[Signature]
(Affiant)

Sworn to and subscribed before me this 30 day of August, 2016.

(SEAL)



Cheryl A. Peterson
Notary Public in and for

Houston County Alabama
(State)

My Commission expires 3/26, 2019.



The City of Dothan

2016

PLANNING AND DEVELOPMENT DEPARTMENT
 LICENSE DIVISION-P.O. BOX 2128
 DOTHAN, ALABAMA 36302-2128

926

MAIL TO: PALMER ELECTRIC CONST CO
 1023 N BEVERLYE RD
 DOTHAN AL 36303-5523

THIS IS TO CERTIFY
 ISSUANCE OF LICENSE TO:

PALMER ELECTRIC CONST CO
 1023 N BEVERLYE RD
 DOTHAN AL 36303-5523

DATE			LICENSE YEAR	EXPIRATION DATE
MO	DAY	YR		
12	17	15	2016	Dec 31, 2016

- KIND OF BUSINESS -	
SECTION	
2362	CONTRACTOR-COMMERCIAL BUILDING CONSTRUCT
23821	CONTRACTOR-ELECTRICAL
ISS	LICENSE ISSUANCE FEE

THIS LICENSE SHOULD BE DISPLAYED
 AT PLACE OF BUSINESS

Lisa H. Reeder
 FINANCE DIRECTOR-TREASURER

BASIS OF PAYMENT
Well #24 Motor Control and Upgrades
City of Dothan, Alabama

SCOPE OF WORK

The scope of this section of the Contract Documents is to further define the items included in each Bid Item in the Bid Form section of these specifications. Payment will be made based on the specified items included in the description in this section for each bid item.

GENERAL

All Contract Prices included in the Bid Form section will be full compensation for all labor, materials, tools, insurance, profit, bond preparation, equipment and incidentals necessary to complete the construction as shown on the drawings and/or as specified in the Contract Documents to be performed under this contract. Actual quantities of each item bid on a unit price basis will be determined upon completion of the construction in the manner set up for each item in this section of the specifications. Payment for all items listed in the Bid will constitute full compensation for all work shown and/or specified to be performed under this project.

WORK OUTSIDE AUTHORIZED LIMITS

No payment will be made for work constructed outside the authorized limits of work.

LUMP SUM ITEMS

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item. Lump sum bid items shall be complete, tested and fully operable prior to request for final payment. The lump sum price bid for various items shall be compensation in full for furnishing all materials, labor, equipment, and incidentals necessary to install these items complete and operable in every detail and in accordance with these specifications.

OTHER PROVISIONS

No separate payment will be made for the following items and the cost of such work shall be included in the applicable per unit items on the Schedule of Values. Reduction in retainage shall not be requested by the Contractor or made by the Owner until as-built (record) drawings have been submitted to the Engineer and approved.

APPLICATION FOR PAYMENT

The Contractor shall submit an application for payment, no more frequent than monthly, to the Engineer for review and approval upon partial completion of the project before the Contractor will be compensated for the work performed during that period. The application shall invoice work completed as detailed in the Contractor's Proposal. Final payment in full will be made when work is completed to the satisfaction of the Owner, and the Engineer, when it has been shown that the Contractor has discharged all obligations of this Contract (Release of Liens) and when all punch list items have been corrected. Application for payment will be made on the form approved by the Owner.

EXECUTION

Payment for all work to completely layout, design, manufacture, install, test, verify, deliver, and commission the motor control and upgrades, shall be included in the turn-key lump sum price as given in the Bid Schedule.

All administrative costs including installation assistance, training, signage, incidentals, and travel expenses shall be included in the turn-key lump sum price as given in the Bid Schedule.

NOTICE OF AWARD

Date: September 6, 2016

Project: Well #24 Motor Control and Upgrades

Owner: City of Dothan, Alabama

Contractor's Address: Palmer Electric Construction Co.
1023 N. Beverlye Road
Dothan, Al 36303

You are notified that your Bid dated August 30, 2016 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for: "Well #24 Motor Control and Upgrades" awarded on September 6, 2016.

The Contract Price of your Contract is Thirty-seven Thousand Nine Hundred forty-five dollars and no cents (\$37,945.00).

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

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

1. Deliver to the Owner fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Information for Bidders, and General Conditions Section 33.

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

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

City of Dothan, Alabama
Owner

By: _____
Authorized Signature

Title

Copy to Engineer

NOTICE TO PROCEED

PROJECT: Well #24 Motor Control and Upgrades

Date: September 6, 2016

To: Palmer Electric Construction Co.
1023 N. Beverlye Road
Dothan, AL 36303

You are hereby notified to begin WORK on the referenced project on or by _____, 2016. The contract time is one hundred and twenty (120) calendar days. Therefore the date of completion of all WORK is _____, 2016.

OWNER: CITY OF DOTHAN

BY: _____

TITLE: Mayor _____

ACCEPTANCE OF NOTICE

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

This ____ day of _____, 2016

BY: _____

TITLE: _____

END OF SECTION



CITY OF DOTHAN BID TABULATION SHEET

BID # 16-065

Bid Opening Date: 8/30/16 Department: Dothan Utilities Commodity Codes: 720-64	Palmer Electric Construction Dothan, AL.					
Total Cost						
Description						
Well #24 Motor Control & Upgrades, per City of Dothan Bid Specifications:						
Total Bid: \$	\$ 37,945.00	\$	\$	\$	\$	\$

Ricmy J. [Signature]

DESCRIPTION:

Bid for replacing damaged well motor controller and associated equipment and performing post repair tests.

Charloth [Signature] Purchasing Agent

DEPARTMENT APPROVAL/REMARKS:

Recommendation is made to award bid to the lowest responsive bidder as shown.

[Signature] 30 AUG 2016

Resolution # _____
Dated _____
Returned to Department _____

Resolution No. _____, entering into an agreement with Palmer Electric Construction Co. for the Well #24 Motor Control and Upgrades, continued.

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

PASSED, ADOPTED, AND APPROVED ON _____.

Attest:

City Clerk

Mayor

Associate Commissioner-District 1

Associate Commissioner-District 2

Associate Commissioner-District 3

Associate Commissioner-District 4

Associate Commissioner-District 5

Associate Commissioner-District 6

BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, the following water storage tanks were thoroughly inspected and repair needs identified; Cherry Street Tank (No. 3), Honeysuckle Tank (No. 10), Hodgesville Tank (No. 11), and Highway 84 West Tank (No. 12), and

WHEREAS, bids were opened September 13, 2016 for the 2016 Tank Rehab, Elevated Tanks 3, 10, 11 and 12, and

WHEREAS, U.S. Tank Inc., Chipley Florida submitted the lowest responsible, responsive bid in the amount of \$332,217, and

WHEREAS, current budgeted funds are available for the identified repair needs, and

WHEREAS, the City Commission desires to contract for said work.

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

Section 1. That based upon the recommendation of Polyengineering and Dothan Utilities, the City of Dothan approve the bid tabulation, award the bid, enter into a contract, and issue a Notice of Award, Notice to Proceed and other related contract documents to U.S. Tank, Inc., for the amount of \$332,217 for the 2016 Tank Rehab, Elevated Tanks 3, 10, 11 and 12, which said Agreement follows:

SECTION 00 41 00 – BID FORM

BID FORM

Project Title:	Dothan 2016 Tank Rehab
Project Location:	Dothan, Alabama
Owner:	The City of Dothan
Agency Project No.:	N/A
Owner Project or Bid No.:	16-064
Engineer Project No.:	12-357
Bid Opening Location:	
Bid Opening Date:	9-13-16 2 PM

SUBMITTED BY

Bidder Name:	U. S. Tank, Inc.
Bidder Address:	P. O. Box 754 Chipley, FL 32428
License Number:	43386

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **60 days after the Bid opening**, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No. & Date</u>	<u>Addendum No. & Date</u>
#1 9-6-16	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

I. TANK NO. 3 – CHERRY ST. TANK						
<u>ITEM NO.</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>	
1.	1	L.S.	Clean and Blast Tank Wet Interior Roof Ceiling to "Brush-off Blast Cleaning, SSPC-SP7", for the Lump Sum Price of	\$ 46,170 ⁰⁰	\$ 46,170 ⁰⁰	
2.	1	L.S.	Labor, Paint and Incidentals to Paint Wet Interior Roof Ceiling, for the Lump Sum Price of	\$ 46,170 ⁰⁰	\$ 46,170 ⁰⁰	
3.	1	L.S.	Remove Existing Tank Roof Vent and Replace with New 30-Inch Diameter Aluminum Roof Vent, for the Lump Sum Price of	\$ 5,000 ⁰⁰	\$ 5,000 ⁰⁰	
4.	1	L.S.	Clean and Blast Balcony Floor and Underside Where Rusted to "Brush-off Blast Cleaning, SSPC-SP7", for the Lump Sum Price of	\$ 6,250 ⁰⁰	\$ 6,250 ⁰⁰	
5.	1	L.S.	Labor, Paint and Incidentals to Paint Balcony Floor Where Cleaned, for the Lump Sum Price of	\$ 6,250 ⁰⁰	\$ 6,250 ⁰⁰	
6.	1	L.S.	Clean and Blast Tank Dry Exterior Roof (3 Feet Beyond Dollar Plate Seam) to "Brush-off Blast Cleaning, SSPC-SP7", for the Lump Sum Price of	\$ 3,500 ⁰⁰	\$ 3,500 ⁰⁰	
7.	1	L.S.	Labor, Paint and Incidentals to Paint Tank Roof Where Cleaned, for the Lump Sum Price of	\$ 3,500 ⁰⁰	\$ 3,500 ⁰⁰	
8.	1	L.S.	Remove all Blast Debris, Etc. From Site and Re-Sod All Damaged Areas for the Lump Sum Price of	\$ 2,500 ⁰⁰	\$ 2,500 ⁰⁰	
9.	1	L.S.	Disinfect Water Tank In Accordance With ADEM and AWWA Regulations, for the Lump Sum Price of	\$ 1,000 ⁰⁰	\$ 1,000 ⁰⁰	
TOTAL BID PRICE FOR SECTION I				\$ 120,340⁰⁰	\$ 120,340⁰⁰	

II. TANK NO. 10 - HONEYSUCKLE ROAD TANK						
ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	
1.	1	L.S.	Complete All Tank Repairs as Listed in the Specifications, for the Lump Sum Price of	\$ 35,000 ⁰⁰	\$ 35,000 ⁰⁰	
2.	1	L.S.	Pressure Wash All Areas of the Dry Interior and Tank Exterior as listed in the Specifications, for the Lump Sum Price of	\$ 3,000 ⁰⁰	\$ 3,000 ⁰⁰	
3.	1	L.S.	Clean and Blast Tank Dry Interior Areas as listed in the Specifications, to "Brush-off Blast Cleaning, SSPC-SP7" for the Lump Sum Price of	\$ 10,173 ⁰⁰	\$ 10,173 ⁰⁰	
4.	1	L.S.	Clean and Blast Tank Exterior Areas as Listed in the Specifications to "Brush-off Blast Cleaning, SSPC-SP7", for the Lump Sum Price of	\$ 1,500 ⁰⁰	\$ 1,500 ⁰⁰	
5.	1	L.S.	Labor, Paint and Incidentals to Paint Dry Interior Areas as Listed in the Specifications, for the Lump Sum Price of	\$ 10,173 ⁰⁰	\$ 10,173 ⁰⁰	
6.	1	L.S.	Labor, Paint and Incidentals to Paint Tank Exterior Areas as Listed in the Specifications, for the Lump Sum Price of	\$ 1,500 ⁰⁰	\$ 1,500 ⁰⁰	
7.	1	L.S.	Remove all Blast Debris, Etc. for Site and Re-sod All Damaged Areas, for the Lump Sum Price of	\$ 3,000 ⁰⁰	\$ 3,000 ⁰⁰	
8.	1	L.S.	Disinfect Water Tank in Accordance with ADEM and AWA Regulations, for the Lump Sum Price of	\$ 1,000 ⁰⁰	\$ 1,000 ⁰⁰	
TOTAL BID PRICE FOR SECTION II				\$ 65,346 ⁰⁰	\$ 65,346 ⁰⁰	

III. TANK NO. 11 – HODGESVILLE ROAD TANK						
<u>ITEM NO.</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>	
1.	1	L.S.	Pressure Wash the Entire Tank Exterior, for the Lump Sum Price of	\$ 15,000 ⁰⁰ / ₁₀₀	\$ 15,000 ⁰⁰ / ₁₀₀	
2.	1	L.S.	Pressure wash the Entire Tank Dry Interior, for the Lump Sum Price of	\$ 10,000 ⁰⁰ / ₁₀₀	\$ 10,000 ⁰⁰ / ₁₀₀	
3.	1	L.S.	Pressure Wash the Entire Tank Wet Interior, for the Lump Sum Price of	\$ 15,000 ⁰⁰ / ₁₀₀	\$ 15,000 ⁰⁰ / ₁₀₀	
4.	1	L.S.	Adhesion Testing (NACE Certified) of all Areas of the Tank, Complete with Report, for the Lump Sum Price of	\$ 5,000 ⁰⁰ / ₁₀₀	\$ 5,000 ⁰⁰ / ₁₀₀	
5.	1	L.S.	Dry Film Thickness Testing of all Areas of the Tank, Complete with Report, for the Lump Sum Price of	\$ 5,000 ⁰⁰ / ₁₀₀	\$ 5,000 ⁰⁰ / ₁₀₀	
6.	1	L.S.	Disinfect Water Tank In Accordance With ADEM and AWWA Regulations, for the Lump Sum Price of	\$ 1,000 ⁰⁰ / ₁₀₀	\$ 1,000 ⁰⁰ / ₁₀₀	
TOTAL BID PRICE FOR SECTION III				\$ 51,000 ⁰⁰ / ₁₀₀	\$ 51,000 ⁰⁰ / ₁₀₀	

IV. TANK NO. 12 -HIGHWAY 84 WEST TANK						
<u>ITEM NO.</u>	<u>EST. QTY.</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>	
1.	1	L.S.	Clean and Blast Tank Exterior Base Plate Area to "Brush-off Blast Cleaning, SSPC-SP7", for the Lump Sum Price of	\$ 1,500 ⁰⁰	\$ 1,500 ⁰⁰	
2.	1	L.S.	Clean and Blast Tank Exterior Roof Area to "Brush-off Blast Cleaning, SSPC-SP7", for the Lump Sum Price of	\$ 21,192 ⁰⁰	\$ 21,192 ⁰⁰	
3.	1	L.S.	Pressure Wash All Areas of the Tank Exterior, for the Lump Sum Price of	\$ 15,900 ⁰⁰	\$ 15,900 ⁰⁰	
4.	1	L.S.	Spot Power Tool Clean all Rusted Areas on Tank Exterior, for the Lump Sum Price of	\$ 1,500 ⁰⁰	\$ 1,500 ⁰⁰	
5.	1	L.S.	Re-grout Tank Exterior and Interior Base Plates, for the Lump Sum Price of	\$ 5,000 ⁰⁰	\$ 5,000 ⁰⁰	
6.	1	L.S.	Disassemble Flapper Gate Assembly, Replace Wire Mesh, Blast Clean All Components, for the Lump Sum Price of	\$ 500 ⁰⁰	\$ 500 ⁰⁰	
7.	1	L.S.	Prime and Paint Tank Exterior Base Plate Area, for the Lump Sum Price of	\$ 1,500 ⁰⁰	\$ 1,500 ⁰⁰	
8.	1	L.S.	Prime and Paint Tank Exterior Roof Area for the Lump Sum Price of	\$ 21,193 ⁰⁰	\$ 21,193 ⁰⁰	
9.	1	L.S.	Prime and Paint Tank all Tank Exterior Areas, Spot Cleaned, for the Lump Sum Price of	\$ 1,500 ⁰⁰	\$ 1,500 ⁰⁰	
10.	1	L.S.	Pressure Wash Tank Dry Interior Base Plate Areas, for the Lump Sum Price of	\$ 500 ⁰⁰	\$ 500 ⁰⁰	
11.	1	L.S.	Clean and Blast Tank Dry Interior Base Plate Area to "Brush-off Blast Cleaning, SSPC-SP7", for the Lump Sum Price of	\$ 900 ⁰⁰	\$ 900 ⁰⁰	
12.	1	L.S.	Clean and Blast Tank Dry Interior Stiffener Plates and Upper Walkway Platform to "Brush-off Blast Cleaning, SSPC-SP7", for the Lump Sum Price of	\$ 10,173 ⁰⁰	\$ 10,173 ⁰⁰	
13.	1	L.S.	Spot Power Tool Clean All Rusted Areas on Tank Dry Interior, for the Lump Sum Price of	\$ 1,000 ⁰⁰	\$ 1,000 ⁰⁰	
14.	1	L.S.	Prime and Paint All Blasted and Power Tool Cleaned Areas on Tank Dry Interior, for the Lump Sum Price of	\$ 10,173 ⁰⁰	\$ 10,173 ⁰⁰	
15.	1	L.S.	Remove All Blast Debris, Etc. from Site and Re-sod All Damaged Areas, for the Lump Sum Price of	\$ 3,000 ⁰⁰	\$ 3,000 ⁰⁰	
TOTAL BID PRICE FOR SECTION IV				\$ 95,531⁰⁰	\$ 95,531⁰⁰	

TOTAL BID SECTION I	\$	<u>120,340</u> ⁰⁰
TOTAL BID SECTION II	\$	<u>65,346</u> ⁰⁰
TOTAL BID SECTION III	\$	<u>51,000</u> ⁰⁰
TOTAL BID SECTION IV	\$	<u>95,531</u> ⁰⁰
TOTAL BID ALL FOUR SECTIONS	\$	<u>332,217</u> ⁰⁰

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. HB56 Compliance Certification;
 - C. E-Verify MOU for Employers;
 - D. List of Proposed Subcontractors;
 - E. List of Project References;
 - F. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - G. Contractor's License No.: 43386

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

U. S. Tank, Inc.

By:

[Signature]

[Printed name]

Jim Morris

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

P.O. Box 754 Chipley, FL 32428

Telephone Number:

850-415-6239

Fax Number:

850-415-6344

Contact Name and e-mail address:

Jim Morris

jim@ustankinc.com

Bidder's License No.:

43386

ATTACHMENT – COMPLIANCE CERTIFICATION (HB56)

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity or employer that employs one or more employees)

State of _____

County of _____

Before me, a notary public, personally appeared _____

(print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that my capacity as _____

(state position) for _____

(state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ any unauthorized alien.

I further attest said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, _____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

Author: Jean Brown

Statutory Authority: Code of Alabama, sections 31-13-9 (a) and (b); Section 31-13-9 (h).

History: New Rule: Filed December 12, 2011; effective December 12, 2011

820-4-1.02ER Contents of Acceptable Affidavit Form For Administering Code of Alabama, Section 31-13-9 (c).

END OF SECTION 00 41 00

SECTION 00 43 13 – BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name, and Address of Principal Place of Business):

OWNER (Name and Address):

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

BID

Bid Due Date:

Description (Project Name— Include Location): Dothan 2016 Tank Rehab

BOND

Bond Number:

Date:

Penal sum _____ **\$** _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 00 51 00 – NOTICE OF AWARD

NOTICE OF AWARD

Date of Issuance: _____

Owner: The City of Dothan, Alabama Owner's Contract No.: 16-064

Engineer: Polyengineering, Inc. Engineer's Project No.: 12-357

Project: Dothan 2016 Tank Rehab Contract Name: _____

Bidder: _____

Bidder's Address: _____

TO BIDDER:

You are notified that Owner has accepted your Bid dated [_____] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Dothan 2016 Tank Rehab. The Contract Price of the awarded Contract is: \$ _____

Six (6) unexecuted counterparts of the Agreement accompany this Notice of Award, and six (6) copies of the Contract Documents accompanies this Notice of Award.

a set of the Drawings will be delivered separately from the other Contract Documents.

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

1. Deliver to Owner Six (6) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: The City of Dothan, Alabama

Authorized Signature

By: Mike Schmitz

Title: Mayor

Copy: Engineer

SECTION 00 52 13 – AGREEMENT FORM (STIPULATED PRICE)

THIS AGREEMENT is by and between The City of Dothan, Alabama (“Owner”) and
_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Dothan 2016 Tank Rehab.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Dothan 2016 Tank Rehab.

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Polyengineering, Inc.

3.02 The Owner has retained Polyengineering, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. **Substantial Completion:** Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. **Completion of Remaining Work:** After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. **Liquidated damages** for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto in Section 00 41 00.
 - B. The Bid Prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 1 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 00 52 13 - 1 to 00 52 13 - 6, inclusive).
 - 2. Performance bond (pages 00 61 13.13 - 1 to 00 61 13.13 - 3, inclusive).
 - 3. Payment bond (pages 00 61 13.16 - 1 to 00 61 13.16 - 3, inclusive).
 - 4. Other bonds.
 - a. Bid Bond (pages 00 43 13 - 1 to 00 43 13 - 2, inclusive).
 - 5. General Conditions (pages 00 72 00 - 1 to 00 72 00 - 72, inclusive).
 - 6. Supplementary Conditions (pages 00 73 00 - 1 to 00 73 00 - 17, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. SRF Supplemental General Conditions (N/A).
 - 9. Drawings (not attached but incorporated by reference) consisting of ___ sheets with each sheet bearing the following general title: N.I.C..
 - 10. Addenda (numbers ___ to ___, inclusive).
 - 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 00 41 00 - 1 to 00 41 00 - 11, inclusive).
 - 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: THE CITY OF DOTHAN

CONTRACTOR:

By: Mike Schmitz

By: _____

Title: Mayor

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

The City of Dothan

P.O. Box 2128

Dothan, AL 36302

License No.: _____

END OF SECTION 00 52 13

SECTION 00 51 00 – NOTICE OF AWARD

NOTICE OF AWARD

Date of Issuance: September 20, 2016
Owner: The City of Dothan, Alabama Owner's Contract No.: 16-064
Engineer: Polyengineering, Inc. Engineer's Project No.: 12-357
Project: Dothan 2016 Tank Rehab Contract Name: _____
Bidder: U.S. Tank, Inc.
Bidder's Address: P.O. Box 754, Chipley, FL 32428

TO BIDDER:

You are notified that Owner has accepted your Bid dated September 13, 2016 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Dothan 2016 Tank Rehab.
The Contract Price of the awarded Contract is: \$332,217.00.

Six (6) unexecuted counterparts of the Agreement accompany this Notice of Award, and six (6) copies of the Contract Documents accompanies this Notice of Award.

a set of the Drawings will be delivered separately from the other Contract Documents.

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

1. Deliver to Owner Six (6) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: The City of Dothan, Alabama

Authorized Signature

By: Mike Schmitz

Title: Mayor

Copy: Engineer

SECTION 00 55 00 - NOTICE TO PROCEED

NOTICE TO PROCEED

Owner:	<u>The City of Dothan, Alabama</u>	Owner's Contract No.:	<u>16-064</u>
Contractor:	_____	Contractor's Project No.:	_____
Engineer:	<u>Polyengineering, Inc.</u>	Engineer's Project No.:	<u>12-357</u>
Project:	<u>Dothan 2016 Tank Rehab</u>	Contract Name:	_____
		Effective Date of Contract:	_____

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____, 20__]. [see Paragraph 4.01 of the General Conditions]

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the date of Substantial Completion is _____, and the date of readiness for final payment is _____.

Before starting any Work at the Site, Contractor must comply with the following:

The Contractor shall complete work on Tank No. 3 - Cherry Street Tank first and place tank in service prior to draining the other tanks. The dry interior work on Tanks 10 and 12 can be performed simultaneously with Tank No. 3 as long as the water quality in Tanks 10 and 12 is not impacted.

Owner: The City of Dothan

Contractor: _____

Authorized Signature

Authorized Signature

By: Mike Schmitz

By: _____

Title: Mayor

Title: _____

Date Issued: _____

Copy: Engineer



POLYENGINEERING, INC.
ARCHITECTURE. ENGINEERING. SOLUTIONS.

September 14, 2016

Mr. Billy R. Mayes, P.E.
Director of Dothan Utilities
200 Kilgore Drive
Dothan, Alabama 36301

RE: Dothan 2016 Tank Rehab
Tanks 3, 10, 11 and 12
Bid No. 16-064

Dear Mr. Mayes:

We have tabulated and analyzed the bids received by the City of Dothan for the above referenced project. The bids were received by the City at a public bid opening held on Tuesday, September 13, 2016 at 2:00 p.m. Six (6) copies of the certified bid tabulation of all bids received are attached for your files and distribution.

The lowest qualified bid received was submitted by U.S. Tank, Inc., Post Office Box 754, Chipley, Florida 32428 in the amount of \$332,217.00. Polyengineering has verified that U.S. Tank, Inc. is a properly licensed contractor in the State of Alabama and hereby recommends that the contract award be made to U.S. Tank, Inc. for the total bid in the amount of \$332,217.00.

If you have any questions or need additional information, please feel free to contact us.

Sincerely,

POLYENGINEERING, INC.

James R. Brannon, P.E.

JRB/kj
Attachments

cc: Ms. Charlotte Langford
Purchasing Agent
City of Dothan
cc: 12-357C

BID DATE:
SEPTEMBER 13, 2016

TABULATION OF BIDS
DOTHAN 2016 TANK REHAB
ELEVATED TANKS 3, 10, 11 AND 12
CITY OF DOTHAN, ALABAMA
CITY OF DOTHAN BID NO. 16-064

PROJECT NO. 12-357

				U.S. Tank, Inc. P.O. Box 754 Chipley, FL 32428		Classic Protective Coatings, Inc. N7670 State Hwy. 25 Menomonie, WI 54751	
ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
I. TANK NO. 3 - CHERRY ST. TANK							
1.	1	L.S.	Clean and Blast Tank Wet Interior Roof Ceiling to "Brush-off Blast Cleaning, SSPC-SP7", for the Lump Sum Price of	\$ 46,170.00	\$ 46,170.00	\$ 48,000.00	\$ 48,000.00
2.	1	L.S.	Labor, Paint and Incidentals to Paint Wet Interior Roof Ceiling, for the Lump Sum Price of	\$ 46,170.00	\$ 46,170.00	\$ 25,000.00	\$ 25,000.00
3.	1	L.S.	Remove Existing Tank Roof Vent and Replace with New 30 Inch Diameter Aluminum Roof Vent, for the Lump Sum Price of	\$ 5,000.00	\$ 5,000.00	\$ 11,000.00	\$ 11,000.00
4.	1	L.S.	Clean and Blast Balcony Floor and Underside Where Rusted to "Brush-off Blast Cleaning, SSPC-SP7", for the Lump Sum Price of	\$ 6,250.00	\$ 6,250.00	\$ 24,000.00	\$ 24,000.00
5.	1	L.S.	Labor, Paint and Incidentals to Paint Balcony Floor Where Cleaned, for the Lump Sum Price of	\$ 6,250.00	\$ 6,250.00	\$ 11,500.00	\$ 11,500.00
6.	1	L.S.	Clean and Blast Tank Dry Exterior Roof (3 Feet Beyond Dollar Plate Seam) to "Brush-off Blast Cleaning, SSPC-SP7", for the Lump Sum Price of	\$ 3,500.00	\$ 3,500.00	\$ 13,550.00	\$ 13,550.00
7.	1	L.S.	Labor, Paint and Incidentals to Paint Tank Roof Where Cleaned, for the Lump Sum Price of	\$ 3,500.00	\$ 3,500.00	\$ 1,750.00	\$ 1,750.00
8.	1	L.S.	Remove all Blast Debris, Etc. From Site and Re-Sod All Damaged Areas for the Lump Sum Price of	\$ 2,500.00	\$ 2,500.00	\$ 4,500.00	\$ 4,500.00
9.	1	L.S.	Disinfect Water Tank In Accordance With ADEM and AWWA Regulations, for the Lump Sum Price of	\$ 1,000.00	\$ 1,000.00	\$ 6,000.00	\$ 6,000.00
TOTAL BID PRICE FOR SECTION I				\$ 120,340.00		\$ 145,300.00	
II. TANK NO. 10 - HONEYSUCKLE ROAD TANK							
1.	1	L.S.	Complete All Tank Repairs as Listed in the Specifications, for the Lump Sum Price of	\$ 35,000.00	\$ 35,000.00	\$ 75,100.00	\$ 75,100.00
2.	1	L.S.	Pressure Wash All Areas of the Dry Interior and Tank Exterior as listed in the Specifications, for the Lump Sum Price of	\$ 3,000.00	\$ 3,000.00	\$ 15,800.00	\$ 15,800.00
3.	1	L.S.	Clean and Blast Tank Dry Interior Areas as listed in the Specifications, to "Brush-off Blast Cleaning, SSPC-SP7" for the Lump Sum Price of	\$ 10,173.00	\$ 10,173.00	\$ 23,800.00	\$ 23,800.00
4.	1	L.S.	Clean and Blast Tank Exterior Areas as Listed in the Specifications to "Brush-off Blast Cleaning, SSPC-SP7", for the Lump Sum Price of	\$ 1,500.00	\$ 1,500.00	\$ 17,700.00	\$ 17,700.00
5.	1	L.S.	Labor, Paint and Incidentals to Paint Dry Interior Areas as Listed in the Specifications, for the Lump Sum Price of	\$ 10,173.00	\$ 10,173.00	\$ 2,700.00	\$ 2,700.00
6.	1	L.S.	Labor, Paint and Incidentals to Paint Tank Exterior Areas as Listed in the Specifications, for the Lump Sum Price of	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00
7.	1	L.S.	Remove all Blast Debris, Etc. for Site and Re-sod All Damaged Areas, for the Lump Sum Price of	\$ 3,000.00	\$ 3,000.00	\$ 4,500.00	\$ 4,500.00
8.	1	L.S.	Disinfect Water Tank In Accordance with ADEM and AWA Regulations, for the Lump Sum Price of	\$ 1,000.00	\$ 1,000.00	\$ 6,000.00	\$ 6,000.00
TOTAL BID PRICE FOR SECTION II				\$65,346.00		\$147,600.00	

BID DATE:
SEPTEMBER 13, 2016

TABULATION OF BIDS
DOTHAN 2016 TANK REHAB
ELEVATED TANKS 3, 10, 11 AND 12
CITY OF DOTHAN, ALABAMA
CITY OF DOTHAN BID NO. 16-064

PROJECT NO. 12-357

				U.S. Tank, Inc. P.O. Box 754 Chipley, FL 32428		Classic Protective Coatings, Inc. N7670 State Hwy. 25 Menomonie, WI 54751	
ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
III. TANK NO. 11 - HODGESVILLE ROAD TANK							
1.	1	L.S.	Pressure Wash the Entire Tank Exterior, for the Lump Sum Price of	\$ 15,000.00	\$ 15,000.00	\$ 42,100.00	\$ 42,100.00
2.	1	L.S.	Pressure wash the Entire Tank Dry Interior, for the Lump Sum Price of	\$ 10,000.00	\$ 10,000.00	\$ 29,900.00	\$ 29,900.00
3.	1	L.S.	Pressure Wash the Entire Tank Wet Interior, for the Lump Sum Price of	\$ 15,000.00	\$ 15,000.00	\$ 44,100.00	\$ 44,100.00
4.	1	L.S.	Adhesion Testing (NACE Certified) of all Areas of the Tank, Complete with Report, for the Lump Sum Price of	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00
5.	1	L.S.	Dry Film Thickness Testing of all Areas of the Tank, Complete with Report, for the Lump Sum Price of	\$ 5,000.00	\$ 5,000.00	\$ 29,500.00	\$ 29,500.00
6.	1	L.S.	Disinfect Water Tank in Accordance With ADEM and AWWA Regulations, for the Lump Sum Price of	\$ 1,000.00	\$ 1,000.00	\$ 6,000.00	\$ 6,000.00
TOTAL BID PRICE FOR SECTION III					\$ 51,000.00		\$ 171,600.00
IV. TANK NO. 12 - HIGHWAY 84 WEST TANK							
1.	1	L.S.	Clean and Blast Tank Exterior Base Plate Area to "Brush-off Blast Cleaning, SSPC-SP7", for the Lump Sum Price of	\$ 1,500.00	\$ 1,500.00	\$ 7,050.00	\$ 7,050.00
2.	1	L.S.	Clean and Blast Tank Exterior Roof Area to "Brush-off Blast Cleaning, SSPC-SP7", for the Lump Sum Price of	\$ 21,192.00	\$ 21,192.00	\$ 64,900.00	\$ 64,900.00
3.	1	L.S.	Pressure Wash All Areas of the Tank Exterior, for the Lump Sum Price of	\$ 15,900.00	\$ 15,900.00	\$ 35,000.00	\$ 35,000.00
4.	1	L.S.	Spot Power Tool Clean all Rusted Areas on Tank Exterior, for the Lump Sum Price of	\$ 1,500.00	\$ 1,500.00	\$ 13,500.00	\$ 13,500.00
5.	1	L.S.	Re-grout Tank Exterior and Interior Base Plates, for the Lump Sum Price of	\$ 5,000.00	\$ 5,000.00	\$ 12,200.00	\$ 12,200.00
6.	1	L.S.	Disassemble Flapper Gate Assembly, Replace Wire Mesh, Blast Clean All Components, for the Lump Sum Price of	\$ 500.00	\$ 500.00	\$ 2,900.00	\$ 2,900.00
7.	1	L.S.	Prime and Paint Tank Exterior Base Plate Area, for the Lump Sum Price of	\$ 1,500.00	\$ 1,500.00	\$ 9,800.00	\$ 9,800.00
8.	1	L.S.	Prime and Paint Tank Exterior Roof Area for the Lump Sum Price of	\$ 21,193.00	\$ 21,193.00	\$ 6,000.00	\$ 6,000.00
9.	1	L.S.	Prime and Paint Tank all Tank Exterior Areas, Spot Cleaned, for the Lump Sum Price of	\$ 1,500.00	\$ 1,500.00	\$ 2,100.00	\$ 2,100.00
10.	1	L.S.	Pressure Wash Tank Dry Interior Base Plate Areas, for the Lump Sum Price of	\$ 500.00	\$ 500.00	\$ 6,000.00	\$ 6,000.00
11.	1	L.S.	Clean and Blast Tank Dry Interior Base Plate Area to "Brush-off Blast Cleaning, SSPC-SP7", for the Lump Sum Price of	\$ 900.00	\$ 900.00	\$ 4,500.00	\$ 4,500.00
12.	1	L.S.	Clean and Blast Tank Dry Interior Stiffener Plates and Upper Walkway Platform to "Brush-off Blast Cleaning, SSPC-SP7", for the Lump Sum Price of	\$ 10,173.00	\$ 10,173.00	\$ 22,800.00	\$ 22,800.00
13.	1	L.S.	Spot Power Tool Clean All Rusted Areas on Tank Dry Interior, for the Lump Sum Price of	\$ 1,000.00	\$ 1,000.00	\$ 4,950.00	\$ 4,950.00

BID DATE:
SEPTEMBER 13, 2016

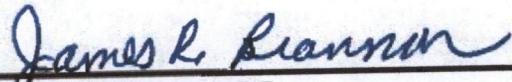
TABULATION OF BIDS
DOTHAN 2016 TANK REHAB
ELEVATED TANKS 3, 10, 11 AND 12
CITY OF DOTHAN, ALABAMA
CITY OF DOTHAN BID NO. 16-064

PROJECT NO. 12-357

				U.S. Tank, Inc. P.O. Box 754 Chipley, FL 32428		Classic Protective Coatings, Inc. N7670 State Hwy. 25 Menomonie, WI 54751	
ITEM NO.	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
14.	1	L.S.	Prime and Paint All Blasted and Power Tool Cleaned Areas on Tank Dry Interior, for the Lump Sum Price of	\$ 10,173.00	\$ 10,173.00	\$ 6,200.00	\$ 6,200.00
15.	1	L.S.	Remove All Blast Debris, Etc. from Site and Re-sod All Damaged Areas, for the Lump Sum Price of	\$ 3,000.00	\$ 3,000.00	\$ 4,500.00	\$ 4,500.00
TOTAL BID PRICE FOR SECTION IV					\$95,531.00	\$202,400.00	
TOTAL BID ALL FOUR SECTIONS					\$332,217.00	\$666,900.00	

I HEREBY CERTIFY THIS TO BE A TRUE AND CORRECT TABULATION OF BIDS.

POLYENGINEERING, INC.



 James R. Brannon, P.E.

Resolution No. _____, entering into a contract with U.S. Tank, Inc. continued.

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

PASSED, ADOPTED, AND APPROVED ON _____.

Attest:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

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

Section 1. That the City of Dothan enters into an agreement with Employment Screening Services for a fee based service for background checks required for employment with the City of Dothan for a three year period, which said agreement follows:



THE CITY OF DOTHAN, ALABAMA

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

MIKE K. WEST
CITY MANAGER
mkwest@dothan.org

September 16, 2016

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

I will be presenting to you for your approval a request to renew the City's professional services agreement with Employment Screening Services Inc. This agreement provides a fee based service to Employment Screening Services Inc. for certain types of background checks required for employment with the City of Dothan.

Delvick McKay, Personnel Director and the Personnel Department, is responsible for performing background checks to include: criminal records (Federal and State), credit checks, driver's license, social security number searches, education and employment verifications, and other pre-employment and promotional screenings on employees hired and promoted at the City of Dothan.

Employment Screening Services has provided this service for the City of Dothan and Personnel Department for the last 9 years. There is no increase in cost and the Personnel Department has funds within its budget to cover these expenses.

Delvick is recommending, and I concur, that we renew the professional service agreement with Employment Screening Services Inc. to perform certain background checks based on the fee schedule provided within the said agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike West", with a long horizontal flourish extending to the right.

Michael K. West
City Manager

CONSUMER REPORT USER'S AGREEMENT

THIS AGREEMENT is made and entered into by and between Employment Screening Services, Inc., and its successors and assigns (hereinafter, "ESS"), and **CITY OF DOTHAN ALABAMA** (hereinafter, "End User"):

RECITALS

- A. ESS is a background screening company which provides the service of deriving information from records in accordance with the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, et seq., and various other federal, state, and international laws and regulations, and compiles said information into a document known as a consumer report;
- B. End User desires to purchase consumer reports from ESS in accordance with the aforementioned laws; and
- C. The parties to this Agreement wish to memorialize the terms and conditions by which the End User shall request, purchase, obtain and use said consumer reports.
- D. Accordingly, the parties agree to the following:

AGREEMENT

Section 1. Definitions.

- 1.1. Adverse Action: Shall have the definition as set forth in 15 U.S.C. § 1681a(k);
- 1.2. Consumer: Shall refer to any individuals about whom a Report is requested, whether an applicant, employee, prospective tenant, or otherwise;
- 1.3. Consumer Report: Shall have the definition as set forth in 15 U.S.C. § 1681a(d);
- 1.4. Employment Purposes: Shall have the definition as set forth in 15 U.S.C. § 1681a(h), consistent with the interpretation supplied by the Federal Trade Commission in its July 2011 Staff Report With Summary of Interpretations, which includes volunteer and independent contractor relationships;
- 1.5. End User: Shall refer to the client of ESS which is a signatory to this Agreement;
- 1.6. Furnisher: Shall refer to any person or entity that supplies information about a consumer to ESS and which information is incorporated into the Report;
- 1.7. Investigative Consumer Report: Shall have the definition as set forth in 15 U.S.C. § 1681a(e);
- 1.8. Report: Shall refer collectively to a Consumer Report and an Investigative Consumer Report;
- 1.9. Legitimate business need: Shall include, but not be limited to, vendor-vendee, franchisor-franchisee, school-student, credentialing, admitting privileges, hospital-clinical, facility access privileges, and other purposes.

Section 2. Services to be performed by ESS.

- 2.1. ESS shall provide Consumer Reports and Investigative Consumer Reports to the End User for the duration of the Term of this Agreement. The content of said reports shall consist of the following information: that which is permitted to be disclosed by applicable federal, state and international laws; that which is in conformity with industry practices; and that upon which the parties have agreed in this Agreement or in a subsequent written modification of said Agreement.
- 2.2. ESS may use any employees, vendors, or subcontractors as it deems necessary to perform the services required of ESS by this Agreement, provided that End User shall not be responsible for such employees, vendors, or subcontractors as they perform those services.

Section 3. Obligations of End User.

- 3.1. **Fees for services.** In consideration for the services to be performed by ESS, End User agrees to pay ESS in accordance with the current rate schedules in effect. The initial services and rates are described in Appendix C. These services and rates are subject to change from time to time, provided that such change shall become effective only upon thirty days written notice. Furnishers may charge fees, e.g., courthouses, past employers, schools etc., and these fees change from time to time; ESS shall pass these fees through to End User to be paid by it.
- 3.2. **Timing of payment.** End User agrees to make payment for services rendered within thirty days after receipt of the monthly statement of services.
- 3.3. **End User Authentication.** End User agrees to permit ESS to conduct an inspection of the premises of End User to confirm its legitimacy as an existing business and, further, End User agrees to supply documentation to demonstrate its current licensure or registration as a lawful business. End User agrees to supply an executed Authorized Access Agreement (Appendix A) for each person who will have authority to request and/or receive a Report.
- 3.4. **Compliance with the law.** In requesting, receiving, using, storing, and disposing of any and all reports, End User agrees to adhere to, and comply with, the FCRA and all applicable state and local consumer credit laws. End User agrees to comply with any and all State laws applicable to the procurement and use of Reports, including those state-specific requirements pertaining to the timing, nature and content of disclosures to consumers.
- 3.5. **EEO Certification.** End User certifies that any information contained in the consumer reports obtained by it will not be used in violation of federal or state equal employment opportunity laws or regulations.
- 3.6. **Limited Use.** End User certifies it will request Reports only for its exclusive one-time use, holding them in strict confidence, and not disclosing them to third parties not involved in the employment, tenancy or business decision giving rise to the need for the Report.
- 3.7. **Permissible Purpose.** End User shall only request a Report when it has a permissible purpose as specified in 15 U.S.C. § 1681b, and further it agrees that it is responsible for verifying the identity of the individual about whom it requests a Report to confirm the individual is who he represents himself to be.
- 3.8. **Disclosure Requirement.** When requesting a Report for Employment Purposes, End User agrees to provide a clear and conspicuous written disclosure – in a document consisting solely of the disclosure – to each and every consumer about whom

it requests a Report *prior* to requesting said Report from ESS. When End User utilizes the SwiftHire® product with respect to any particular consumer for the purpose of providing the statutorily-mandated Disclosure, ESS shall structure the online process so as to require the consumer to receive an electronic version of the Disclosure prior to completing the order for a consumer report, provided however, in doing so End User shall be deemed to have approved content of the Disclosure utilized by the SwiftHire® product.

- 3.9. **Authorization Requirement.** When requesting a Report for Employment Purposes, End User agrees to obtain the written Authorization of each and every consumer about whom it requests a Report *prior* to requesting said Report from ESS. When End User utilizes the SwiftHire® product with respect to any particular consumer to obtain that consumer's Authorization to perform a background check, ESS shall structure the online process so as to require the consumer to provide his consent by electronic signature prior to completing the order for a consumer report.
- 3.10. **Pre-Adverse Action Requirement.** When requesting a Report for Employment Purposes, End User agrees to follow and adhere to the conditions imposed by 15 U.S.C. § 1681b(b)(3) on End Users before taking adverse action based in whole, or in part, on the Report. Such conditions include: transmitting a Pre-Adverse Action letter to the consumer that contains the name, address, and toll-free telephone number of ESS; enclosing a copy of the consumer report with the letter; Enclosing a copy of *A Summary of Your Rights Under the Fair Credit Reporting Act*; allowing the consumer a reasonable amount of time to respond to this pre-adverse notification before the adverse action is taken, taking into account weekends and intermediate holidays; and where End User purchases from ESS the service of transmitting a Pre-Adverse letter to the Consumer, End User will be deemed to have approved the content of said letter. Said service can only be purchased on a consumer-by-consumer basis after the issuance of a Report.
- 3.11. **Adverse Action Requirement.** When requesting a Report for any permissible purpose, including Employment Purposes, End User agrees to comply with the requirements of 15 U.S.C. § 1681m when taking an adverse action based in whole, or in part, on a Report. These requirements include: providing oral, written, or electronic notice to the consumer of the adverse action; Providing the name, address and toll-free telephone number of ESS to the consumer; stating to the consumer that ESS did not make the decision to take the adverse action and is unable to provide the consumer with the specific reasons why the adverse action was taken; notifying the consumer of his/her right to obtain a free copy of the consumer report within sixty days and to dispute with ESS the accuracy or completeness of any information in the consumer report furnished by ESS; and where End User purchases from ESS the service of transmitting an Adverse Action letter to the Consumer, End User will be deemed to have approved of the content of the letter. Said service can only be purchased on a consumer-by-consumer basis no sooner than five business days after the Pre-Adverse letter has been transmitted to the Consumer.
- 3.12. **Investigative Consumer Report Disclosure Requirement.** Irrespective of the End User's permissible purpose, End User agrees to comply with the requirements of 15 U.S.C. § 1681d when requesting an Investigative Consumer Report. These requirements include: Clearly and accurately disclosing in writing to the consumer that an investigative report includes information as to his character, general reputation, personal characteristics, and mode of living; that he has a right to request a complete and accurate disclosure of the nature and scope of the investigation requested; and that he has a right to request a copy of the summary of his rights;
- 3.13. **ATS / HRIS.** If End User utilizes an Applicant Tracking System or a Human Resources Information System that is integrated with ESS's technology system, End User bears full responsibility for the content of all Disclosures and Authorizations.
- 3.14. **Record Retention.** End User agrees to store and maintain electronic or paper copies of each Disclosure, Authorization, Pre-Adverse Letter, Adverse Letter, or documentation of notice of Adverse Action for a period of five years.
- 3.15. **Confidentiality.** End User agrees to keep and maintain the information contained in Reports secure and confidential, including, but not limited to: instituting all necessary and reasonable precautions, such as the safeguarding of passwords used to access terminals and software applications that provide access to consumer reports, and the destruction of paper copies of the Reports when no longer needed; limiting access to Reports to only those individuals who have executed Authorized Access Agreements; deactivating the user IDs and passwords of those who no longer need access to the Reports and notifying ESS of the same; and otherwise complying with the Security Requirements set forth in Appendix B attached hereto.
- 3.16. **Compliance Assessment** Upon reasonable notice, End User agrees to supply to ESS consumer report-related documents maintained as to Consumers upon whom Reports were obtained, including copies of executed Disclosures and Authorizations, any pre-adverse and adverse action correspondence, as well as provide reasonable evidence of its compliance with applicable Federal and state statutes and regulations regarding consumer data privacy in order to enable ESS to satisfy its obligations under Federal and state laws and regulations as well as its vendor agreements.
- 3.17. **Disposal of Consumer Information.** End User agrees to dispose of all consumer information in a manner reasonably calculated to protect against unauthorized access to or use of the consumer information in connection with its disposal.
- 3.18. **Consultation with legal counsel.** ESS does not provide any legal advice regarding the End User's compliance with the various federal, state, and international laws which might apply. END USER IS ENCOURAGED TO CONSULT WITH ITS OWN LEGAL COUNSEL REGARDING THE PURCHASE AND USE OF CONSUMER REPORTS. End User is solely responsible for the content of Disclosures, Authorizations, Pre-Adverse and Adverse letters, and the Summary of Rights, even when it purchases said documents from ESS for its own use. ESS plays no role in any employment decision, whether adverse or positive.
- 3.19. **Reporting Procedures.** ESS will exercise its judgment consistent with federal and state laws and regulations, best practices, and ESS's accreditation with the National Association of Professional Background Screeners in determining whether adverse criminal history information is legally reportable. End User acknowledges that ESS will only report felony and misdemeanor convictions for the seven years preceding the date of the request for a report, even though the consumer may have convictions

which are older than seven years, unless otherwise expressly requested by the End User hereinbelow, such request being contingent upon the parameters of state law. End User acknowledges that no adverse items, including records of arrest, dismissed criminal charges, moving violation reports, and motor vehicle records, which are older than seven years from the date of the request for a report, will be reported. End User understands and acknowledges that "Instant Searches" (e.g., Multi-Jurisdictional, National Criminal Check, SSN Search, National Sex Offender, and Instant State Criminal Checks) are only intended as a preliminary inquiry and should be used as such; End User agrees that, prior to taking any adverse action toward a consumer, based on convictions or adverse items revealed in the Instant Searches, it will accept the charge and wait for any records to be verified through a subsequent county physical search. All criminal history information reported on Instant Searches should be considered preliminary and tentative. End User acknowledges that not all statewide systems report criminal history information as thoroughly as county searches and that ESS therefore recommends both state and county searches; furthermore, if a state returns a "no disposition" or inconclusive information, due to the requirements of 15 U.S.C. § 1681e(b), ESS will automatically order and charge the End User for a county search to validate the record.

- 3.20. **E-Verify.** Each End User understands that, if it has entered into an agreement with ESS for the latter to be its "Designated Agent for the E-Verify Program," the End User must still abide by the established I-9 procedures outlined in the "E-Verify Manual and Memorandum of Understanding".
- 3.21. **End User not a re-seller.** Other than as set forth hereinbelow with regard to Professional Employer Organizations, Administrative Services Organizations, and labor brokers, End User certifies that it shall not request, obtain or use Reports for the purpose of re-selling, leasing, or renting the information, or otherwise providing information obtained under this Agreement, to any other party, whether alone, in conjunction with End User's own data, or otherwise in any service which is derived from the Reports.
- 3.22. **DPPA.** To the extent motor vehicle records are purchased, each End User affirms it will use the records only in accordance with the purpose authorized by the consumer and to maintain the confidentiality of the personal identifying information contained in those records in accordance with the federal and state Driver's Privacy Protection Acts.
- 3.23. **Underlying data.** ESS is not a data aggregator. Some of the data it uses in compiling its Reports is licensed, and it otherwise does not archive all data upon which it relies in preparing and assembling Reports. Data may be discarded, deleted or otherwise not saved once any given Report is completed.

Section 4. Term of Agreement.

- 4.1. This Agreement shall remain in effect for thirty-six months from the date of execution, and it shall automatically renew for the same period of time unless written notice of intent to terminate is provided sixty days in advance of the expiration of the current term.

Section 5. Termination of Agreement.

- 5.1. In the event that either of the parties shall fail or refuse to keep or perform any provision of this Agreement on its part to be kept or performed, and such failure or refusal shall remain uncured for a period of twenty-one days after written notice from the non-breaching party, such failure or refusal to cure shall constitute a default and confer upon the non-breaching party the right, at its option and discretion, to terminate this Agreement, and in the event of the exercise of such option, the party so electing shall give ten days' written notice to the party in default, whereupon this Agreement shall terminate.
- 5.2. The termination of this Agreement shall not release the End User from the obligation to pay any sums which may be owing to ESS whether then or thereafter due, and said sums shall become due and payable concurrent with the termination of the Agreement.
- 5.3. Nothing hereinabove shall prevent ESS from suspending the End User's account for its failure timely to pay sums which are due and payable; said suspension shall not operate to terminate the Agreement; however, the suspension shall trigger the running of the cure period such that after twenty-one days of suspension, ESS has the right, at its sole option and discretion, to terminate the Agreement immediately.

Section 6. Limited Warranties.

- 6.1 ESS WARRANTS AND REPRESENTS THAT IT SHALL FOLLOW REASONABLE PROCEDURES TO ASSURE MAXIMUM POSSIBLE ACCURACY (AS DEFINED BY 15 U.S.C. § 1681E(B)) OF THE INFORMATION CONCERNING THE INDIVIDUAL ABOUT WHOM THE REPORT RELATES; ESS FURTHER WARRANTS THAT THE INFORMATION CONTAINED IN A REPORT WILL BE THE INFORMATION SUPPLIED BY THE FURNISHER, SUBJECT TO ANY AND ALL RESTRICTIONS IMPOSED BY FEDERAL AND STATE LAWS ON THE NATURE, SCOPE AND EXTENT OF INFORMATION THAT IS PERMITTED TO BE DISCLOSED BY A CONSUMER REPORTING AGENCY; MOREOVER, SINCE ESS IS NOT THE FURNISHER OF THE INFORMATION, AND THE INFORMATION THAT IS SUPPLIED BY THE FURNISHER TO ESS IS SUPPLIED "AS IS," ESS CAN LIKEWISE ONLY SUPPLY THE INFORMATION TO THE END USER "AS IS." ESS IS REQUIRED BY LAW TO DISCLOSE THAT ITS REPORTS DO NOT GUARANTEE THE ACCURACY OR TRUTHFULNESS OF THE INFORMATION CONTAINED THEREIN, BUT ONLY THAT IT IS ACCURATELY COPIED FROM PUBLIC RECORDS, WHERE APPLICABLE. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 7. Remedies.

7.1. Limitation on Liability.

- 7.1.1. Except as otherwise provided in this section hereinabove, ESS shall not be liable to the End User for damages, and End User hereby waives, releases and discharges ESS from any and all damages arising under any theory of legal liability to the fullest extent that End User may legally agree to release ESS from liability for such damages, provided however, that End User does not release ESS from any liability arising solely from the wantonness, gross negligence or willful misconduct of ESS (unless attributed or imputed to ESS by reason of any act or omission of

the End User whether as an agent of ESS or otherwise); In the event that ESS is held liable to End User for any matter arising under or relating to this Agreement, whether said liability arises in contract, equity, tort or otherwise, the amount of damages recoverable shall be limited as set forth in § 7.3. hereinbelow.

- 7.1.2. Neither party shall be liable to the other for indirect, incidental or consequential damages, or loss of anticipated profits arising from any breach of this Agreement, even if it is notified of the possibility of such damages.
- 7.2. **Indemnification.** Due to the unique obligation imposed upon ESS by the federal Fair Credit Reporting Act, which requires ESS to obtain and rely upon specific certifications from End User before selling it consumer reports, End User agrees to defend, indemnify and hold harmless ESS, its officers, directors, shareholders, employees and agents, and their respective successors and assigns, against any cause of action, loss, liability, damage, cost or expense of any nature whatsoever, whether accrued, absolute, contingent or otherwise, including, without limitation, attorney's fees and costs (whether or not suit is brought), asserted by any third party against ESS arising out of or relating to (i) End User's violation of, or failure to comply with, the Fair Credit Reporting Act or any state or international consumer reporting or data privacy laws, or (ii) any breach of any of End User's certifications in § 3 of this Agreement, or (iii) any other misuse, abuse, or unlawful procurement of a Report by End User's agents or employees.
- 7.3. **Limited Remedies.** The amount of damages recoverable by the End User for any breach by ESS of this Agreement will not exceed, in the aggregate, an amount equal to the charges incurred by End User under this Agreement during the six month period prior to the occurrence of the first event giving rise to any such liability, and such recovery is the End User's sole and exclusive remedy hereunder.
- 7.4. **Costs of Collection.** If legal proceedings are instituted by ESS to collect unpaid amounts due from the End User for services rendered, or reports provided, by ESS (hereinafter, such proceedings shall be referred to as "collection claims,") then ESS shall be entitled to receive its reasonable costs of collection, including, without limitation, attorney's fees and court costs.
- 7.5. **Dispute Resolution.**
- 7.5.1. Except as otherwise provided for in this Agreement, any controversy or claim arising out of, or relating to, this Agreement, including, without limitation, its implementation, validity, execution and interpretation, the breach of performance thereof, or any third party claims, demands, or liability arising out of, or related to, services rendered or reports provided thereunder, shall be settled by arbitration in accordance with the Administered Arbitration Rules ("AAR") of the International Institute for Conflict Prevention & Resolution (hereinafter, "CPR"). The arbitrators shall be selected from the panel maintained by CPR, unless otherwise agreed to by the parties. If the total amount in dispute is less than or equals \$100,000.00, there shall be one arbitrator. If the total amount in dispute exceeds \$100,000.00, there shall be three arbitrators, all of which shall be selected from the panel maintained by CPR. Each party shall select one arbitrator, and these two arbitrators shall select a third arbitrator. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq. The award of the arbitrator(s) shall be accompanied by a reasoned opinion written in English. With respect to matters involving the federal Fair Credit Reporting Act, the opinion shall be based upon, and shall apply, the substantive federal law as developed by the federal courts. With respect to any matters involving state statutory or state common law claims, the opinion shall be based upon, and shall apply, the law of the State of Alabama. Any award shall be subject to the agreed-upon limitations of liabilities and remedies set forth hereinabove. The arbitrator(s) are not empowered to award consequential, indirect, special, punitive or exemplary damages, and each party hereby irrevocably waives any damages in excess of actual damages. All arbitrations shall take place in Shelby County, Alabama, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction of thereof.
- 7.5.2. An appeal may be taken under the CPR Arbitration Appeal Procedure from any final award of an arbitral panel in any arbitration arising out or related to this Agreement that is conducted in accordance with the requirements of such Appeal Procedure. Unless otherwise agreed to by the parties and the appeal tribunal, the appeal shall be conducted at the place of the original arbitration.
- 7.5.2.1. An appeal may only be taken under the following circumstances:
- i. The award of the arbitral panel is equal to or in excess of \$250,000.00; or
 - ii. The decision of the arbitral panel relates to a determination as to the parties' indemnification obligations as between each other with respect to claims, demands, or suits asserted by third parties against one or both parties, including claims or suits brought by consumers under the Fair Credit Reporting Act.
- 7.5.3. Nothing herein shall prevent, or otherwise limit, the ability of ESS to seek recovery in a court of law for its collection claims. For purposes of such collection claim, End User hereby submits to the jurisdiction of the Circuit Court of Shelby County, Alabama.
- 7.6. **Equifax's The Work Number®.** When purchasing The Work Number® information through ESS, End User agrees to hold Equifax harmless in the purchase and use of the information. Equifax will not sell The Work Number® information otherwise.

Section 8. Governing Law & Forum Selection.

- 8.1. To the extent state law becomes relevant to the resolution of either a proceeding occurring pursuant to the Administered Arbitration Rules or litigation in a court of law or equity, the law of the State of Alabama shall apply.
- 8.2. To the extent a collection proceeding is initiated by ESS as set forth above, the End User consents to the jurisdiction of the Circuit Court of Shelby County, Alabama, as well as the federal court in which it sits.
- 8.3. To the extent either party seeks to enforce an arbitration award by filing suit in a court of law, both parties consent to the jurisdiction of the Circuit Court of Shelby County, Alabama, as well as the federal court in which it sits.

Section 9. Miscellaneous.

- 9.1. Ambiguity. The parties acknowledge that they are both sophisticated in matters of business and commerce, that they have participated jointly in the negotiation of the terms of their contractual relationship, and that therefore this Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting any portion of this instrument.
- 9.2. Force Majeure. ESS shall be excused from performance under this Agreement to the extent said performance is prevented by a *force majeure*. For purpose of this Agreement, a *force majeure* includes acts of God, fires, floods, earthquakes, windstorms, accidents, explosions, riots, natural disasters, wars, sabotage, inability to obtain power or power curtailments or failures, inability to obtain internet access or internet access curtailments or failures, strikes, lock-outs or other labor disputes, failure or breakdown of equipment or facilities, or the cessation or curtailment in whole or in part of operations or production.
- 9.3. Severability. Each provision of this Agreement will be considered severable. If, for any reason, any provision of it is determined to be invalid or in conflict with any existing or future law or regulation, that provision will not impair the operation of the remaining provisions of this Agreement. The invalid provisions will be considered not to be a part of this Agreement; provided, however, if ESS reasonably determines that the finding of illegality adversely affects the basic consideration for its performance under this Agreement, it may, at its option, terminate the Agreement.
- 9.4. Integration. This Agreement, and the appendices hereto, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous covenants, agreements, warranties, representations and understandings of the parties. No party hereto shall be liable or bound to the other in any manner by any covenants, agreements, warranties, representations and understandings with respect to the subject matter hereof except as specifically set forth herein.
- 9.5. Notice. Where notices are required to be supplied to a party under this Agreement, said notices shall be directed to the person listed below after the signature block.
- 9.6. Confidentiality. Each party to this Agreement will not intentionally reveal, publish, or otherwise disclose, and will use its best efforts to prevent the unintentional or negligent disclosure, to any third party of any confidential, proprietary, or trade secret information concerning the other party, including, but not limited to, its processes, procedures, systems, methods, vendors, customers, trade secrets, or prices, including fees charged under this Agreement. The parties expressly acknowledge and agree that, notwithstanding any other provisions of this Agreement to the contrary, a breach of the confidentiality provisions set forth in this paragraph cannot be remedied adequately by arbitration or by mere legal damages and that therefore the aggrieved party may pursue equitable relief in a court of equity to enforce the provisions of this paragraph, including the obtaining of temporary and permanent injunctive relief.
- 9.7. Sole Proprietor or Partnership. If End User is a sole proprietorship or partnership, and if End User wishes to obtain credit reports, the owner or partners must permit ESS to obtain their personal credit report(s), supply government issued identification, and allow ESS to determine whether the individual credit report is consistent with the individual's age and business experience, whether the social security number provided is associated with any other individual or whether any other indicia of identity fraud are apparent. Refusal to submit to this verification process will prevent ESS from reselling credit reports to End User.
- 9.8. Successors & Assigns. This Agreement is not transferable by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that ESS may assign this Agreement without the End User's consent if the assignment is to a parent, subsidiary or affiliate or if it is carried out as part of a merger, restructuring, or reorganization, or sale or transfer of all, or substantially all, of ESS's assets.
- 9.9. Survival. The provisions of this Agreement that, by their very nature should survive any termination or expiration of this Agreement, including, but not limited to, provisions relating to Confidential Information, Equitable Relief, Consent to Jurisdiction, Limitation of Liability, Indemnity, and Arbitration shall survive such termination or expiration.

Section 10. End User Certifications & Acknowledgements.

10.1. End User certifies that the nature of its business is as follows:

Municipality

10.2. End User further certifies that one of the following applies to it:

- That it is a Professional Employer Organization ("PEO") and that it therefore is an authorized agent for the entities for which it provides services and whose employees said PEO co-employs; or
- That it is an Administrative Services Organization ("ASO") and that it therefore is an authorized agent for the entities for which it provides services and for whose employees it is a joint employer; or
- That it is a staffing agency, temporary labor agency, or a labor broker and that it therefore is an authorized agent for those entities for which it brokers labor services and, as such, is a joint employer of those employees whose services are brokered; or
- That it is none of the above.

10.3. End User certifies it will only request and use Reports for the following permissible purpose(s) and for no other purpose(s):

- For employment purposes, including the evaluation of individuals for employment, promotion, reassignment or retention as an employee; or
- In connection with a tenant screening application involving a consumer; or
- For a situation in which the End User has a legitimate business need for the information in connection with a business transaction that is initiated by the consumer:

"N/A".

10.4. End User certifies that the purpose for which each and every Report is requested will conform to those purposes check-marked hereinabove and for no other purpose.

10.5. End User certifies that if it is an ASO, PEO, or a labor broker, it shall only disclose Reports to the entity for which it is authorized to act as a co-employer, joint employer or broker, and it shall require that entity to abide by the same terms and conditions required of End User under the federal Fair Credit Reporting Act and related state statutes. End User agrees to notify the Consumer of the existence of said relationship and secure the Consumer's consent to provide the Report to the third party.

10.6. End User understands that criminal history information will be obtained for every state and/or county listed on the consumer's Authorization and from every state and/or county revealed by the Social Security Address trace, unless otherwise specified below:

"N/A".

10.7. End User acknowledges that AKAs (maiden or alias names) that are listed on the Authorization, or which may be discovered during the screening process, will be searched on all criminal reports prepared by ESS (please note: additional charges will apply in all states and counties except Alabama), unless End User specifies it does not want to search AKAs:

DO NOT SEARCH AKAs

10.8. In lieu of the default seven year reporting period referenced hereinabove, End User expressly requests the reporting of felony and misdemeanor convictions for the following period of time, even if additional charges apply:

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10.9. End User understands and agrees that ESS will not report any adverse information (as used in 15 U.S.C. § 1681c(a)(5)) discovered during the seven year reporting period, other than felony and misdemeanor criminal convictions and pending criminal cases.

10.10. END USER ACKNOWLEDGES THAT IT UNDERSTANDS THE FEDERAL FAIR CREDIT REPORTING ACT PROVIDES THAT ANY PERSON WHO KNOWINGLY OR WILLFULLY OBTAINS INFORMATION FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, OR IMPRISONED FOR NOT MORE THAN TWO YEARS, OR BOTH. The information contained in consumer reports is intended for the use of the End User and shall not be disclosed to a third party unless otherwise permitted by law.

10.11. The undersigned representative of the End User does hereby personally certify that the facts set forth hereinabove in this Section 10 are true and correct.

WHEREFORE, intending to be legally bound by the terms and conditions set forth hereinabove, the undersigned duly appointed representatives for each of the parties have signed this Agreement.

CITY OF DOTHAN, ALABAMA

EMPLOYMENT SCREENING SERVICES, INC.

SIGNATURE: _____

BY: _____

TITLE: _____

ITS: _____

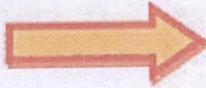
DATE: _____

DATE: _____



NOTICES SHALL BE PROVIDED TO THE PARTIES AS SET FORTH BELOW:

Employment Screening Services, Inc.
Attn: Todd M. Hige, General Counsel
2500 Southlake Park
Birmingham, Alabama 35244
thige@es2.com



CITY OF DOTHAN ALABAMA
Attn: Delvick J. McKay
126 N. Saint Andrews St. Suite 101
Dothan, AL 36303
djmckay@dothan.org

**REMAINDER OF PAGE
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**APPENDIX A
AUTHORIZED ACCESS AGREEMENT**

I understand that, as a designated representative of the End User, I am authorized to request and receive consumer reports from a consumer reporting agency. I understand that the term "End User" refers to my employer or to the person or company that has authorized me to act on its behalf.

I hereby agree that I shall only request consumer reports on the following persons: (1) individuals who have made application for employment with the End User; (2) individuals who are current employees of the End User; (3) individuals who have submitted a tenant screening application, or (4) individuals who have initiated a business transaction with the End User.

I further agree not to obtain consumer reports on myself, associates, or any other person, except in the exercise of my official duties.

I understand that the Fair Credit Reporting Act ("FCRA") stipulates that anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be subject to fine and/or imprisonment.

I have received a copy of *Notice to Users of Consumer Reports: Obligations of Users Under the Fair Credit Reporting Act; the Summary of Consumer Rights Under the Fair Credit Reporting Act and Remedying the Effects of Identity Theft.*

I certify that I will comply with the disclosure and authorization requirements of the FCRA and applicable state laws when requesting and using consumer reports for employment purposes. I certify that information from a consumer report will not be used in violation of any applicable Federal or State equal employment opportunity law or regulations.

I hereby agree to abide by the provisions of the Federal Fair Credit Reporting Act and any applicable state consumer reporting law.

Mike Schmitz
Authorized Requestor's Name (Please print)

Signature / Date

Mayor
Job Title

djmckay@dothan.org
E-mail Address

(334) 615-3116
Phone Number

Authorized by:

DEWICK J. MCKAY
Printed name of authorizing officer / manager

(Signature)
Signature of authorizing officer / manager

Personnel Director
Title of authorizing officer / manager

(334) 615-3116
Phone number

APPENDIX B SECURITY REQUIREMENTS

The parties to this Agreement acknowledge they must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized accessing of Reports. In accessing consumer information, it is End User's responsibility to implement these controls. End User agrees to the following:

1. Take necessary procedures to protect End User's account number, user IDs and passwords so that only authorized personnel that have a business need are able to access this sensitive information. This includes not posting this information anywhere in the facility. End User agrees to change account passwords immediately if a person who knows the password leaves its company or no longer needs to have access due to change in duties.
2. Create a separate, unique user ID for each user to enable individual authentication and accountability for access to the ESS system. Each user of the system must also have a unique log-in password.
3. Ensure that user IDs are not shared.
4. Keep all passwords confidential.
5. Develop strong passwords that meet the following guidelines:
 - Are not easily guessable;
 - Must be at least six (6) alphanumeric characters;
 - Must contain at least one (1) numeric character; and
 - Must not contain the user ID or and/or username.
6. Implement password protected screensavers with a maximum of fifteen (15) minute timeout to protect unattended workstations.
7. Not to discuss its account number, user ID, or password by telephone with any unknown caller.
8. Restrict the ability to obtain consumer information to a few key personnel with a need to know this information.
9. Keep computers, laptops, tablets, smart phones, PDAs and other equipment or hardware used to receive the consumer information under controlled access. Where applicable, turn off or lock all devices used to obtain or view consumer information when not in use and/or after normal business hours.
10. Secure hard copies and electronic files of Reports within its facility so that unauthorized persons cannot easily access them.
11. Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage, and secure destruction) regardless of the media used to store the data.
12. To shred and/or destroy all hard copy Reports when they are no longer needed and erase and overwrite or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.
13. Develop and follow a security plan to protect the confidentiality and integrity of personal consumer information.
14. Establish processes and procedures for responding to security violations, unusual or suspicious events, and similar incidents to limit damage or unauthorized access to information and to permit identification and prosecution of violators.
15. Protect Internet connections with dedicated, industry-recognized firewalls that are configured and managed using industry best security practices.
16. Any stand-alone computer that directly accesses the Internet must have a desktop firewall deployed that is installed and configured to block unnecessary/unused ports and network traffic.
17. End User agrees to accept unencrypted emails of reports or accepts responsibility for any claims arising out of the End User's use or acceptance of unencrypted communication.

**APPENDIX C
FEES AND ORDERING INSTRUCTIONS**

Product	Fees	Ordering Instructions (Place x by searches to be ordered)
Credit:		
Credit Report	\$6.00	
Criminal:		
National Multi-Jurisdictional Search * Includes: Proprietary Offender Data (POD) <ul style="list-style-type: none"> ■ Department of Corrections (DOC) ■ Administrative Office of the Courts (AOC) – dated back 7 years ■ Department of Public Safety (DPS) ■ Traffic Court ■ Multi-State Sex Offender Database ■ AppALERT ■ Office of Foreign Assets Control (OFAC) ■ FBI Most Wanted Terrorists ■ FBI Most Wanted Fugitives ■ U.S. Marshals Service Wanted ■ U.S. Customs Service Wanted ■ U.S. Department of Justice Wanted ■ U.S. Secret Service Wanted ■ U.S. Drug Enforcement Agency Wanted ■ Other Federal Wanted Lists ■ Numerous State Wanted Fugitives ■ Numerous Local Wanted Fugitives 	\$9.00	
County Level Search**	\$12.00 per county	
Federal Level Search	\$9.00 per state	
Statewide Search:***	\$6.00 plus Criminal state fees	
Additional Products:		
Social Security Report	\$2.50	
AKA's - Searches	Varies by state/county	
Motor Vehicle Reports	\$ 3.00 plus MVR state fees	
PSP	\$15.00	
Education Verifications****	\$8.00 per	
Employment Verifications****	\$8.00 per	
Reference Verifications	\$8.00 per	
Professional License****	\$12.00	
Sex Offender (Multi-State)	\$4.00	
ESS Sanctions Essential	\$3.00	
ESS Sanctions Plus	\$5.00	
ESS Sanctions Complete	\$7.00	
I-9 Verification	\$5.00	
Worker's Compensation Report	\$16.00	
Global Report (OFAC & Denied Parties List)	\$5.00	
OIG	\$5.00	
County Civil	\$	
Federal Civil	\$	
National Eviction Search	\$	
<p>* All National Criminal hits will be verified with either a state or county search for validity. Extra state or county fees will apply. ** Some counties may have clerk assisted fees added. *** Some counties may not be timely in reporting result to statewide systems; therefore, a direct verification of a county search may be more accurate. **** If a statewide search shows inconclusive results, a county search will be performed for validity. Extra fees will apply. ***** Any Verification that uses a 3rd Party such as Work Number, Degree Check, etc. will be assessed additional fees AKA's will incur additional costs. "Facis® is a registered trademark of Verisys Corporation."</p>		

Drug Testing:		
5 Panel Drug Screen	\$29.00 LabCorp	
10 Panel Drug Screen	\$29.00 LabCorp	
Instant 5 Panel Drug Test	\$	
Instant 10 Panel Drug Test	\$	
Hair Testing	\$	
Breath Alcohol Test		
Collection Fee		

Criminal Fees*

State	Availability	Fees	Signed Consent Needed
Alabama	Statewide	\$3.00	
Alaska	Statewide	\$7.00	
Arkansas*	Statewide	\$5.00	
Colorado	Statewide	\$5.75	
Connecticut	Statewide	\$6.75	
Delaware	Statewide	\$12.50	
Florida	Statewide	\$24.00	
Georgia	Statewide	\$3.00	Required to Process Work
Hawaii	Statewide	\$8.00	
Idaho	Statewide	\$7.00	
Indiana	Statewide	\$16.75	
Iowa	Statewide	\$7.00	
Kansas	Statewide	\$20.00	
Kentucky	Statewide	\$20.00	
Maine	Statewide	\$33.00	
Maryland	Statewide	\$4.00	
Michigan*	Statewide	\$10.00	
Minnesota	Statewide	\$7.00	
Missouri	Statewide	\$14.75	
Nebraska	Statewide	\$6.00	
New Jersey	Statewide	\$8.00	
New Mexico	Statewide	\$7.00	
New York	Statewide	\$68.00	
North Carolina	Statewide	\$3.00	
North Dakota	Statewide	\$5.00	
Oregon	Statewide	\$5.00	
Pennsylvania	Statewide	\$8.00	
Rhode Island	Statewide	\$7.00	
South Carolina*	Statewide	\$26.00	
Texas*	Statewide	\$3.15	
Utah	Statewide	\$12.00	
Washington	Statewide	\$7.00	
Wisconsin	Statewide	\$8.00	

*Statewide available but county searches are recommended

Motor Vehicle Fees			
State	Fees	State	Fees
Alabama	\$9.75	Montana	\$7.25
Alaska	\$10.00	Nebraska	\$3.00
Arizona	\$6.00	Nevada	\$8.00
Arkansas	\$13.00	New Hampshire	\$13.00
California	\$2.00	New Jersey	\$12.00
Colorado	\$2.20	New Mexico	\$6.50
Connecticut	\$18.00	New York	\$7.00
Delaware	\$25.00	North Carolina	\$10.00
District of Columbia (DC)	\$13.00	North Dakota	\$3.00
Florida	\$8.10	Ohio	\$5.00
Georgia	\$6.00	Oklahoma	\$27.50
Hawaii	\$23.00	Oregon	\$10.63
Idaho	\$9.00	Pennsylvania	\$12.00
Illinois	\$12.00	Rhode Island	\$20.00
Indiana	\$7.50	South Carolina	\$7.25
Iowa	\$8.50	South Dakota	\$5.00
Kansas	\$8.70	Tennessee	\$7.00
Kentucky	\$5.50	Texas	\$6.50
Louisiana	\$18.00	Utah	\$9.00
Maine	\$7.00	Vermont	\$18.00
Maryland	\$12.00	Virginia	\$7.00
Massachusetts	\$8.00	Washington	\$13.00
Michigan	\$7.00	West Virginia	\$9.00
Minnesota	\$5.00	Wisconsin	\$7.00
Mississippi	\$14.00	Wyoming	\$5.00
Missouri	\$5.80		

**Fees for Criminal and Motor Vehicle State Reports are subject to change as jurisdictional fees change.*

Your signature below certifies that you have read and agree to abide by the pricing schedule and confirms that if ESS places your company's orders the above checked searches, reports and tests are to be included in every report ordered by your company unless specifically noted on the Consent Form submitted to ESS.

Authorized Signature _____

Date: _____

Package Ordering: Package includes those searches checked. Specify number of county searches included.	Price	Notes/Comments



THE CITY OF
DOTHAN, ALABAMA

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

DELVICK J. MCKAY
PERSONNEL DIRECTOR

PERSONNEL BOARD

MARK SMITH, CHAIR
MARY W. DAVIS
TIM SHIRLEY
BARBARA A. SPANN
EARL TYSON

September 14, 2016

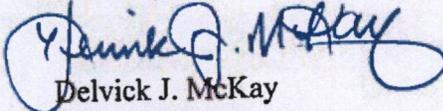
Account Renewal-Letter of Intent
Employment Screening Services
2500 Southlake Park
Birmingham, AL 35244

To Whom it May Concern:

The purpose of this letter is to verify the following:

The City of Dothan, Alabama is a municipality located in Southeastern Alabama responsible for governmental services for approximately 65,000 residents. The City of Dothan Personnel Department will use ESS products for the purpose of pre-employment and promotional background screenings. Our anticipated monthly volume will be 5-10 screenings.

Sincerely,


Delvick J. McKay
Personnel Director

PERSONNEL DEPARTMENT

126 NORTH SAINT ANDREWS STREET • DOTHAN, ALABAMA 36303 • PHONE 334-615-3180 • FAX 334-615-3189

Service • Excellence • Commitment . . . *The Dothan Way*



NEW CLIENT COVER SHEET

TO: CITY OF DOTHAN ALABAMA
FROM: ESS-EMPLOYMENT SCREENING SERVICES-JANE BAHR
DATE: SEPTEMBER 14, 2016

Thank you for choosing ESS as your background screening partner!

To establish your account, please complete the following steps:

Step 1: Complete the Consumer Report User's Agreement:

- Enter your company's name in the field provided at the top of page 1;
- In § 10.1, fill in the field to identify the nature of your business;
- In § 10.2, checkmark the box that applies to you – note: if none of the boxes applies, mark the fourth box;
- In § 10.3, checkmark all boxes for which you have a permissible purpose;
- In § 10.6, specify whether you wish to limit the geographic and/or jurisdictional scope for criminal history records to less than the default (all counties identified in the national instant); otherwise, please enter N/A in the field;
- In § 10.7, if you do not wish to search for AKAs, please check mark the box;
- In § 10.8, please specify the number of years you wish reported if it is other than the default seven; otherwise, enter N/A in the field;
- Enter the name of your company in the field provided at the bottom of the signature page (usually page 6), then sign your name in the line entitled "BY," stating your title, and providing the date. Below this, you will see a field provided to input your name, address, and email address for providing notice under this Agreement – please fill in those fields too.

Step 2: Complete the Authorized Access Agreement set forth in Appendix A for all individuals who will be designated by you to request and receive consumer reports. You can make photocopies of this page, if needed.

Step 3: Your salesperson will complete Appendix C, which contains the fees, ordering instructions and any package ordering. On page 11, please sign and date to confirm the pricing.

Step 4: Complete the Account Set-Up form, providing your contact and accounting information and listing your Authorized Users.

Step 5: Complete the Authorization, entering your banking information and trade references.

Step 6: Obtain and include a copy of your business license, unless you are a publicly-traded corporation. If you are a 501(c)(3) non-profit, please provide a copy of your Certificate of Exemption.

Step 7: Prepare and submit a Letter of Intent on your letterhead, signed by an authorized manager. This letter is required by the national credit bureaus. Please be sure that your letter includes the following information:

- The nature of your business;
- The intended use of the consumer reports;
- The anticipated monthly volume; and
- A statement as to whether you are a local, regional, or national business in scope.

Step 8: Mail the original documents to:

Account Set-Up
ESS Inc.
2500 Southlake Park
Birmingham, AL 35244

To expedite your account set-up, you may fax the documents to (205) 414-6387.

Res. No. _____ Entering into an agreement with Employment Screening services continued.

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

PASSED, ADOPTED AND APPROVED ON _____.

Attest:

City Clerk

Mayor

Associate Commissioner – District 1

Associate Commissioner – District 2

Associate Commissioner – District 3

Associate Commissioner – District 4

Associate Commissioner – District 5

Associate Commissioner – District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

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

Section 1. Section 1. That the City of Dothan enters into an agreement with the Southern Regional Council on Aging (SARCOA) to administer and operate the Nutrition/ Transportation Program of Title III of the Older Americans Act, 1965 as amended, which said agreement follows:

**AGREEMENT BETWEEN THE
SOUTHERN ALABAMA REGIONAL COUNCIL ON AGING (SARCOA)
AND THE
CITY OF DOTHAN
FEDERAL I.D. # 63-6001243**

**TO ADMINISTER AND OPERATE THE NUTRITION/TRANSPORTATION PROGRAM
OF TITLE III OF THE OLDER AMERICANS ACT, 1965 AS AMENDED**

This agreement, entered into as of this the 1st day of October, 2016, by and between the Southern Alabama Regional Council on Aging (hereinafter referred to as SARCOA) operating under the laws of the State of Alabama and formed pursuant to §§ 11-85-57 to -59 Code of Alabama (1975) (see also § 11-1-10), with offices located in Dothan, Alabama, and the **CITY OF DOTHAN** (hereinafter referred to as the Contractor).

WHEREAS SARCOA desires to engage the Contractor to administer and operate nutrition and transportation programs under Title III of the Older Americans Act of 1965, as amended.

NOW THEREFORE SARCOA and the Contractor hereby agree as follows:

ARTICLE I – EMPLOYMENT OF CONTRACTOR

SARCOA agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth under the Older Americans Act of 1965, as amended, and further administered by the Alabama Department of Senior Services (hereinafter referred to as ADSS). The Contractor shall ensure that its Title III Aging Program is administered in accordance with all federal, state and local laws and regulations, including food and fire safety and all other health and safety requirements. Contractor further ensures that no unlawful benefits will be received from individuals associated with the Contractor as a result of the contract. Neither the Contractor nor any of its

employees shall be considered an employee of SARCOA or be entitled to SARCOA benefits.

ARTICLE II – GENERAL PROVISIONS

A. Program Assessments & Monitoring. Program reports and activities under this agreement will be monitored and assessed by SARCOA and ADSS to determine the effectiveness and efficiency of services. SARCOA and ADSS shall conduct periodic assessments of all aspects of the Title III Program. These assessments are a tool by which the Contractor may monitor, maintain and improve the program. The assessment highlights excellence and deficiencies and is a good indicator of the program's quality. All assessments noting areas for improvement will require a written plan of correction to be submitted to SARCOA within 10 working days of the Contractor receiving the assessment report.

B. Documents Provided by SARCOA. SARCOA shall provide to the Contractor all policies, procedures, and guidelines related to program operation. All forms and or their formats required to enable the Contractor to carry out its program in an efficient and satisfactory manner shall be made available to Contractor. Guidelines and forms are also available for the Contractor's convenience on SARCOA's website, www.sarcoa.org. All documents and records generated and developed under this agreement pertaining to the Title III Aging Program shall become the property of SARCOA.

For more specific information related to operations and procedures, refer to the Title III Contractors Financial Recordkeeping and Reporting Guidelines, the Alabama Elderly Nutrition Program Guide (AENPG), General Senior Center Operating Policies & Procedures and the Title III Service Definitions.

C. Personnel. The Contractor warrants that, at all times throughout the duration of this contract, it shall employ paid staff capable of performing the services in a satisfactory and proper manner. At a minimum, each senior center shall have a paid director and sufficient part-time personnel to perform the tasks according to the terms of this

contract, including performing accurate recordkeeping, reporting and accounting duties. The part-time staff component may be one or a combination of paid staff, volunteers, senior aides, and/or program participants. The Contractor is encouraged to employ senior workers when possible. Each October, or whenever there is a change in Senior Center Director or trained substitute staff, Contractor must notify SARCOA in writing.

The Senior Center Director or a trained substitute shall be on site to manage the senior center during operational hours. Center Directors shall notify SARCOA prior to their absence of one day or longer during which time; a trained substitute shall be in charge of the center. The Contractor agrees, barring emergencies, that the Center Director shall not perform the duties of the vehicle operator, which may include meal delivery and transporting participants. Personnel employed to perform the services under the contract shall be employees of the Contractor and shall be subject to the employment practices, policies and procedures of the Contractor, including annual Center Director performance evaluations.

D. Training & Technical Assistance. SARCOA staff shall provide initial and ongoing training and technical assistance to all Senior Center Directors. Senior Center Directors shall be required to attend all SARCOA meetings and trainings. On rare occasions when the Center Director cannot attend, a representative shall be sent on behalf of the Center Director.

E. Senior Center Space, Facilities and Equipment. The Contractor agrees to maintain adequate facilities and equipment required to perform the services as called for under this contract and provided in Chapter 3 of the Alabama Elderly Nutrition Program Guide to Meal Services (AENPG) and to meet the Alabama Department of Public Health requirements for serving food. Much of SARCOA's communications with Center Directors is dependent on reliable email, including nutrition changes, disaster notifications, meal cancelations, etc. The Contractor shall provide a primary, and when possible, a back-up email address which is checked daily and more often if possible.

F. Transportation. The Contractor agrees to provide transportation services for those persons 60 years of age and older and provide delivery of hot meals to homebound elderly as described in the service definitions and as stipulated by Alabama Department of Transportation where applicable. Transportation units of service shall be monitored by SARCOA for each senior center. The Contractor shall provide a description of all vehicles being utilized for transportation, including VIN number.

G. Insurance Coverage. The Contractor shall provide adequate liability insurance coverage of no less than \$1million general liability. The Contractor shall also provide property insurance for the senior center, including equipment purchased with Title III funds and vehicles used for Title III services. Employees working in the senior center program shall be covered by workmen's compensation insurance.

H. Confidentiality. Contractor shall protect the confidentiality of information about older persons collected in the conduct of its responsibilities. The procedures shall ensure that no information about an older person is disclosed by the Contractor or its agent without the informed consent of the person or of their legal representative. Exceptions can be made when the disclosure is required by court order, or for program oversight and monitoring by authorized federal, state, or local monitoring agencies.

ARTICLE III – FINANCIAL REQUIREMENTS

A. Documentation. The Contractor agrees to maintain adequate documentation to provide sufficient detail to support monthly receipts and expenditures reported to SARCOA. This documentation shall include, but not be limited to, bank statements, cancelled checks, invoices, deposit slips, and payroll records. Detailed information can be found in the SARCOA Financial Recordkeeping & Reporting Guide.

B. Reporting. The Contractor shall submit Form AAA-1 (SARCOA Title III Monthly Report of Expenditures and Request for Funds), AAA-1A (Check Register) and a Summary Time Sheet to SARCOA at the close of each month. These three reports and copies of all AAA-4's for the entire month shall be submitted to SARCOA no later than

the 10th day of the month in order for the Contractor to receive payment on the 15th. Twelve monthly reports must be received during a fiscal year.

These reports will be accepted in original form with original signatures as well as in electronic form, either scanned or faxed. SARCOA reserves the right to require scanned copies in lieu of faxed copies due to legibility.

C. Payment. Funding is advanced to the Contractor on a monthly basis. The Contractor may be paid up to one-twelfth of the maximum agreement amount each month, provided the current AAA-1 reflects a need for those funds to carry out current operations. Payments shall be made if the average monthly expenditures are greater than the average monthly donations plus fund balances on hand. No funds shall be disbursed to the Contractor by SARCOA when the Contractor's balance of funds on hand is sufficient to meet its current obligations. During the remainder of the contract year, the Contractor may request monthly contract payments previously disallowed because of excess funds on hand. To request these funds, the Contractor shall submit a letter to SARCOA specifying the proposed expenditure along with the current AAA-1 that requests the additional amount.

D. Authorized Use of Funds. Participant contributions, federal funds received from SARCOA, and local matching resources (both cash and in-kind) may only be used to support and carry out the objectives of the Title III Program as specified in "The Administration of Grants, 45 C.F.R. Part 74." Funds may be spent in the following budget categories:

1. Meals: To purchase additional C-1 and C-2 and Hungry to Help sponsored meals.
2. Personnel: Salary and benefits of personnel performing services in this agreement.
3. Personnel Travel: Travel expenses of program personnel for mileage reimbursement.
4. Space: Includes site location for nutrition programs.

5. Utilities: Includes gas, electricity, water, telephone, and internet necessary for program operation.
6. Supplies: Includes consumable, janitorial, postage, and program supplies.
7. Training: Includes all training expense, travel, and per diem for Contractor program personnel who attend training as required by ADSS and SARCOA.
8. Transportation: Includes maintenance, operating expenses (i.e., gas, oil, tires), and insurance, and may include such accessories as steps, hand grips, and van lettering.
9. Other: Includes all other necessary and reasonable costs to carry out the objectives and functions of a senior center that administers a Title III Aging Program.

E. Unallowable Costs. The following categories are considered unallowable costs and are subject to repayment to the Title III account.

1. Undocumented Expenditures: Payments made without supporting documentation.
2. Bad Debts: Losses arising from uncollectible accounts.
3. Gifts, Contributions, and Donations
4. Entertainment: Costs of amusements, social activities and incidental costs relating thereto such as meals, beverages, cakes and lodgings are unallowable.
5. Fines and Penalties: Resulting from violations of, or failure to comply with federal, state, and local laws, regulations and deadlines.
6. Interest Payments: To individuals or non-financial institutions or for the financing of borrowings for other than transportation vehicles or buildings.
7. Loan: To individuals, organizations or programs.
8. Losses: Which could have been covered by permissible insurance
9. Project Expenses: Costs incurred for and associated with a money raising project must be paid from the project account.
10. Ineligible Meals: Including, but not limited to, meals not served to participants and meals served to ineligible (or non-qualifying) participants.

F. Audits, Financial Monitoring and Inspections. At any time during normal operational hours, Monday through Friday, and as often as SARCOA, ADSS, and/or the U.S.

Comptroller General and auditors may deem necessary, the Contractor shall make available all records pertaining to this agreement. These agencies shall be permitted access to records and financial statements in order to audit, monitor, examine, and make excerpts or transcripts from such records and to audit and monitor all contracts, invoices, material, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by this agreement.

SARCOA financial monitoring visits will be conducted at least once every two years; however, some may occur annually. Monitoring visits, audits and inspections will be scheduled with the contractor staffing in advance allowing sufficient notice before such visits.

When a monitoring visit, audit or inspection is cancelled, it will be rescheduled as soon as scheduling will allow. Repeated cancellations may indicate a delay or refusal to allow access to the records. Upon the second cancellation of a scheduled audit, based on the circumstances, the Contractor's funding may be suspended until a successful attempt to monitor is accomplished. Three cancellations may result in suspension of both funding and services, including meals, and may include the requirement for an independent audit in addition to a successful financial monitoring visit.

Subrecipient/Federal Subaward. Funding to administer and operate the Nutrition/Transportation Program is a federal Older Americans Act Title III Program subaward passed through the Alabama Department of Senior Services and SARCOA. An independent auditor will include the Title III funding in their examination, where appropriate, in compliance with subpart F of the Uniform Administrative Requirements 2 CFR 200.

The Federal award expenditures for audit purposes are from the US Department of Health and Human Services and passed through ADSS/SARCOA and identified as follows:

Program Name	CFDA #	FAIN #	Federal Amount
Special Programs for the Aging Title III Part B	93.044	17AALT3SS	\$7480
Special Programs for the Aging Title III Part C	93.045	17AALT3CM	\$2448
Special Programs for the Aging Title III Part C	93.045	17AALT3HD	\$ 612

G. The Contractor agrees to adhere to federal, state and local laws, regulations, and guidelines concerning employment, personnel, personnel records and payroll taxes. Title III funds shall not be used for payment of penalties and interest.

H. In-kind resources shall be supported with documentation just as for any cash expenditures including, but not limited to, building space, utilities and insurance.

I. Purchases and Disposition of Equipment. Purchases in support of this contract shall follow the Contractor documented policies, procedures and guidelines that are in conformity with applicable State laws and applicable Federal law and standards identified in the OMB Guidance 2CFR 200 §200.318.

An inventory list shall be maintained for all items with a purchase price of \$500 or more purchased with Title III funds or local matching funds. The disposal of any items purchased with Title III funds with a purchase price of \$500 or greater must have SARCOA approval.

J. Record Retention. All program and financial records shall be retained for a period of three years after the final expenditure report is submitted for the year. If any litigation, claim or audit is started before the end of the 3 year period, the records must be retained until such activity involving the records has been resolved and final action taken.

ARTICLE IV- REPORTING

The Contractor shall ensure that all reporting is done and submitted in a timely and accurate manner. Reporting requirements include, but are not limited to the following:

A. Daily Item Delivery Tickets (previously called meal delivery tickets). Delivery tickets must be completed daily with the required information and submitted to SARCOA at the close of the last work day of each week.

B. Units of Service. The Contractor must capture and record the number of units of service provided daily. Units of service are defined in the Service Definitions provided by ADSS and SARCOA and are updated at the beginning of each fiscal year. Units of service are entered into the computer daily into the web-based ADSS AIMS site. All units of service for the month must be transmitted to the ADSS web site no later than the fifth day of the following month.

C. Time Reports. Daily logs of staff and volunteers' time shall record the time spent performing various services during the month. These logs shall be summarized by month and recorded onto a monthly summary sheet and the summary sheet submitted to SARCOA by the fifth of each month following the month reported. (See Section IIIB)

D. Contributions Accounting. A report of contributions shall be prepared and submitted each time contributions are counted. Contributions Authorization forms shall be on file notifying SARCOA of persons authorized to count contributions. In addition, Contribution Procedures forms must also be on file at your center for each authorized counter and the Center Director.

E. Monthly Financial Report and Check Register (AAA1). A financial report is prepared and submitted each month to report financial activity and request payment for the next month. The report is due the 10th of the month following the month reported. (See Section IIIB)

F. Other forms and reports as outlined in the AENPG & Financial Guides.

ARTICLE V – CONTRIBUTIONS

The Contractor shall afford each Title III participant the opportunity to make a confidential contribution to the Title III programs including congregate (C-1) meals, home-delivered (C-2) meals and transportation. A locked contribution container shall be made available in an easily accessible place for each activity. Participants should be made aware of the contribution container and its location and it should be located so that contributions can be made in confidence.

A. Contribution. There is no fee for meals, but contributions are accepted and encouraged. Contributions remain at the center to support the local program. NO INDIVIDUAL SHALL EVER BE REFUSED SERVICES BECAUSE HE OR SHE CANNOT OR WILL NOT CONTRIBUTE TO THE PROGRAM.

B. Counting Contributions. Contributions shall be counted at least weekly by two persons who are independent of the Center Director and staff responsible for financial recordkeeping (per internal control policies). Counters should be recruited and authorized prior to counting and must be documented on the Form AAA-4 (a) which will be on file in the SARCOA office. Each time the two authorized persons count contributions, they shall complete a Form AAA-4, a Contributions Accounting Receipt Form. Contributions shall then be deposited in a local banking institution in the Contractor's Title III account. The Contractor shall retain a copy of the AAA-4 form and all deposit receipts and shall forward the original Form AAA-4 to SARCOA. Contributions made by participants become Federal funds and must be accounted for by each senior center.

C. Securing Contributions. Contribution boxes shall be kept in a secure location when the center is closed. Some cases may necessitate the transporting of these boxes to the city hall, police department or other facility to prevent loss due to unauthorized entry of the senior center. Contributions should be counted and deposited by Friday and before extended closings.

ARTICLE VI – SCOPE OF SERVICES

A. The Contractor assures SARCOA that it shall provide administrative and operational services intended to maximize the number of meals and other services rendered by the senior center.

1. Meals. Administration and operation of the nutrition portion (congregate (C-1) and home-delivered (C-2) meals) of the senior center shall be in accordance with the established policies and procedures of SARCOA and ADSS and as prescribed in Title III of the Older Americans Act of 1965, as amended.
2. Participant Eligibility. The Contractor shall assure compliance with eligibility requirements for nutrition services as described in the Alabama Elderly Nutrition Program Guide:
 - a. Individuals authorized for services under the Title III Program of the Older Americans Act shall be a U.S. citizen age 60 years or older or the spouse of an individual age 60 years or older. A volunteer under age 60 who volunteers during meal serving hours may receive meals when it will not deprive otherwise eligible persons a meal.
 - b. Home-delivered (C-2) meals may be delivered to a homebound participant and a family member. Homebound is defined as a person with a physical or mental impairment that precludes the individual from participating in normal activities outside the home. Criteria for C-2 meal eligibility are as follows:
 - (1) Must be age 60 or older;
 - (2) Must be homebound due to an illness or incapacitating disability;
 - (3) Must be unable to prepare meals;
 - (4) Must have no person available to assist in meal preparation;
 - (5) Preference shall be given to those with the greatest social need;
 - (6) A family member may also receive services if it is determined to be in the best interest of the homebound older person.
 - c. Disabled individuals under 60 years of age are eligible as follows, and only as follows:
 - (1) Resides with a person that is over 60 years of age

- (2) The care and maintenance of the disabled person otherwise prevents the older person from participating in the program
 - (3) The participation of such individual must not prevent the participation of older persons and their spouses.
 - (4) The disabled person must accompany the eligible older consumer to the site and must be judged by the Center Director to pose no threat to the well-being of the older consumers.
 - (5) A resident of a residential facility primarily for older persons, in which a congregate (C-1) meal center is located.
 - (6) An individual with disabilities who resides in a non-institutional household and/or accompanies a person eligible for congregate (C-1) meals (such disabled individual may receive congregate (C-1) or home-delivered (C-2) meals). When the participation of such individuals does not pose a threat to the well-being of the older consumers and when such participation does not prevent the participation of older persons and their spouses.
- d. Priority. Priority shall be given to individuals who meet the following criteria:
- (1) Low income or cannot afford the cost of adequate nutrition; however, no means test shall be used to determine eligibility for meals.
 - (2) Lack skills and knowledge to select and prepare well balanced meals;
 - (3) Have limited mobility impairing their ability to shop and cook for themselves;
 - (4) Have feelings or rejections and loneliness, which obliterate the incentive necessary to prepare and eat a meal alone.
- e. The Contractor shall attempt to serve the following populations in the proportion that they represent of the total population in the area served:
- (1) Minority citizens (age 60 and above).
 - (2) Participants who are disabled, incapacitated, or are unable to prepare their meals.
3. Education. The Contractor shall provide formal or informal educational training services to assist all participants in maintaining an adequate quality of life. The following services provide opportunities for individuals to acquire knowledge, experience or skills through individual and group events designed to increase

awareness of nutrition, crime, accident prevention, personal enrichment and other issues.

- a. Nutrition Education: The Contractor shall provide at least once a month nutrition education to all participants concerning the kinds and amount of foods that are required to meet daily nutritional needs. This service must be overseen by a dietitian or an individual of comparable education. Only materials that have been approved by AOA as evidence-based can be used.
- b. Public Education: The Contractor shall provide consumer, health and welfare education to ensure that all participants are aware of services available to maintain an adequate quality of life. This service shall be provided at least once per month by qualified individuals.
- c. Recreation: The Contractor shall provide opportunities for participation in activities designed to increase awareness, encourage personal enrichment, and increase or gain skills in such areas as arts, sports, games, and crafts.
- d. Calendar of Events: Center Directors shall maintain and post on the center's bulletin board a monthly calendar of events. Calendars shall reflect activities planned for the center participants. At a minimum, those required programs dealing with nutritional education and public education, fire drills, and health promotion must be reflected on the calendar. Events such as, field trips, special dinners, fun days, and visits by the Legal Services Advisor, shall be also shown on the calendar. A copy of this completed calendar must be sent to SARCOA at the beginning of each month.

4. Program recordkeeping. The Contractor shall maintain the following to reflect the activities and services provided to participants:

- a. Client Enrollment Form: Contractor shall maintain an individual record for each participant, including all information required on the Client Enrollment Form (ADSS T3-1). This form shall be completed before the participant receives a service. Forms shall be kept in a locked filing cabinet.
- b. Daily Sign In Register (AAA Form 19) All participants at the senior center must sign the daily sign in register and list time of arrival. Signatures of

homebound clients receiving meals should be obtained from clients that are capable of signing their signature.

- c. Daily Services reflects a daily record of services received by eligible individuals participating in the program at the centers and individuals receiving homebound meals.
- d. Daily Transportation Roster (AAA Form 27) for eligible individuals who receive transportation services.
- e. Homebound Evaluation of C-2 Meals Program (AAA C-2 Eval) for each homebound participant receiving C-2 meal services.
- f. Nutrition Services Roster shall be maintained by Center Directors of participants scheduled to receive nutrition services congregate (C-1) and home-delivered (C-2) for each operational day (Monday through Friday) that includes name, address and telephone number. The roster shall include the names of a minimum of ten alternates for congregate (C-1) meals and five alternates for home-delivered (C-2) meals. Center Directors shall also maintain a roster of participants scheduled to receive transportation services each day (Monday through Friday) that includes name, address and telephone number. Rosters shall be maintained in a folder readily available to the Center Director and other center operational personnel and shall be presented to SARCOA staff members upon request. The Contractor will maintain a copy of the rosters.

B. The Contractor ensures the promotion of the Hungry to Help program. The Contractor shall encourage and promote private sponsorship of congregate and home-delivered meals.

C. The Senior Center Director/participants shall appoint annually a primary and alternate representative to the SARCOA Advisory Council. At the end of October of each program year, the names of Council representatives shall be submitted to SARCOA on Form AAA-25.

D. Services: The Contractor shall implement a program for the delivery of nutrition and supportive services as required of senior centers under Title III of the Older Americans Act. All services shall be documented by maintaining records to reflect the delivery of services as defined by the Title III service definitions. These service definitions and their measurements may be found on the SARCOA website.

E. Legal Assistance and Health Insurance Counseling: Legal assistance and health insurance counseling will be scheduled at each senior center during the visits of the attorney or paralegal to each center. These services are funded through SARCOA.

F. Transportation - The Contractor shall provide community access/transportation services, including delivery of home-delivered (C-2) meals and all related administrative and operational services, including, but not limited to, the following:

1. Transportation and Assisted Transportation (1 one-way trip = 1 unit). Individual must be a registered participant.
2. The Contractor shall make transportation services available a minimum of four hours per day.
3. The Contractor shall make transportation services available during the normal operational hours Monday through Friday to persons 60 years of age and over and handicapped persons who reside in the community (services for persons under age 60 years are not counted as units of service).
4. When vehicles are out of service because of maintenance requirements, the Contractor shall have an alternate plan for transportation. The Contractor shall ensure that participants are transported to the senior center and home-delivered (C-2) meals are delivered. The Center Director shall be informed by the Contractor of any delays.
5. Should regular transportation be interrupted, the Contractor shall provide an alternate means of transportation.
6. If the Contractor has more than one vehicle, it is encouraged to have one of the vehicles equipped with a manual or hydraulic lift to assist handicapped individuals, including persons who are restricted to wheelchairs.

7. The Contractor shall ensure that all vehicle drivers possess a valid drivers license issued by the State of Alabama. Vehicle operators shall operate vehicles within posted speed limits at all times.
8. All vehicles shall be maintained in a safe operating condition at all times and shall have insurance adequate to cover the driver and all passengers and liability insurance to cover damage to other vehicles, property damage and personal injury that may be caused by the operation of the insured vehicle.
9. The Contractor may assist passengers when entering and exiting a vehicle if such assistance does not jeopardize the safety of the passenger.
10. The Contractor shall schedule vehicles to provide transportation services to at least the following destinations:
 - a. Daily transportation to and from senior center.
 - b. Daily transportation of home-delivered (C-2) meals.
 - c. Scheduled visits to social services agencies including, but not limited to Department of Human Resources, Health Department, Social Security Administration and county and municipal offices.
 - d. Scheduled visits to medical facilities, dental offices and pharmacies.
 - e. Scheduled visits to shopping facilities (such as grocery and department stores).
 - f. Scheduled trips to recreational facilities as directed by Center Director.
 - g. The Contractor may provide services described in (c) through (e) on an as needed basis. Scheduled trips shall be posted on the bulletin board to ensure that eligible individuals are aware of the times and dates that transportation services are available.

The intent of this section is to insure that the maximum amount of transportation services is made available to seniors. However the delivery of transportation services is dependent upon the availability of vehicles, staff and funding.

11. Contractor shall maintain adequate and up to date records on all vehicles including maintenance, drug and alcohol policies and others as required by the Alabama Department of Transportation. These records shall be made available to SARCOA upon request.

ARTICLE VII – SECURITY OF SENIOR CENTER, VEHICLES AND CONTRIBUTIONS

The Contractor shall take appropriate action to ensure the full time security of the senior center and its contents. Arrangements should be made with local law enforcement to have the center checked daily, especially during the hours when the center is closed and particularly during the hours of darkness. The Contractor shall take action to ensure that all windows and doors have adequate locks to deter unauthorized entry. The Contractor shall ensure that contribution boxes are under double lock when the senior center is closed. These boxes may be delivered to the local city hall, police department, or other appropriate facility to preclude loss. Vehicles shall be parked where they can be observed by local law enforcement.

ARTICLE VIII – MEALS

A. The ADSS minimum standard for maintaining senior center status is to serve 20 congregate (C-1) meals and 5 home-delivered (C-2) meals daily, 5 days a week (Monday through Friday). The Contractor shall each day serve the total number of allocated meals (congregate (C-1) and home-delivered (C-2)) as assigned by SARCOA. The number of allocated meals may fluctuate due to community needs or a change of funding at the federal, state or local level. The Contractor shall ensure that home-delivered (C-2) meals are prepared and delivered prior to serving congregate (C-1) meals unless an exception is granted by SARCOA.

B. Ineligible Meals. The Center Director is responsible for serving all allocated meals to eligible participants. Meals not served, meals with missing required components and meals served to ineligible persons are all considered to be ineligible. The costs of meals that are deemed ineligible as a result of the meal services vendor, Valley Services, are the responsibility of the vendor. The cost of all other ineligible meals are the responsibility of the contractor and must be reimbursed to SARCOA by the Contractor with local monies. The reimbursement rate to SARCOA is based on the vendor price of the meal. Ineligible meals must be documented on daily meal tickets and the ineligible meals payment form. The form must be completed and returned with

payment, along with the weekly meal tickets to SARCOA, but at the latest within 10 days.

C. Waiting List. Center Directors shall maintain waiting lists with a minimum of ten congregate (C-1) and five home-delivered (C-2) participants. SARCOA shall be notified of monthly waiting list numbers by the 5th day of that month.

D. Meal Order Changes. Center Directors should send any requests for changes in the weekly meal orders to SARCOA no later than noon on Tuesday for the following week's order. A minimum order of 25 meals must be maintained. Meal changes, picnic meals, cancellations and make-up meals requests must be made in writing using the meal change form (AAA Form 23), and submitted to SARCOA at least 2 weeks in advance.

E. The Contractor ensures the promotion of the sponsored meal program, Hungry to Help, to encourage donations devoted to increasing the number of meals available, especially for the homebound.

ARTICLE IX – DAYS OF CENTER OPERATION

SARCOA, at its sole discretion, shall determine the senior center holidays to be observed by the Contractor. The Contractor shall observe the following holidays for fiscal year 2017:

November 11, 24, 25, 2016

December 23, 26, 27, 28, 29, 2016

January 16, 2017

April 14, 2017

May 29, 2017

July 3, 4, 5, 6, 7, 2017

September 4, 2017

SARCOA reserves the right to include non-serving days in addition to the scheduled holiday closings. **Additionally each senior center shall have two (2) activity days for their participants.** These activity days are not mandatory, however, if they are taken this must occur prior to September 1, 2017. Congregate meals will not be served on activity days. Home-delivered (C-2) hot meals will be substituted with picnic meals

and will be delivered by the food vendor to the senior center the day prior to the activity day. The senior center will deliver these meals to the homebound clients on the day the meals are received at the senior center.

Meals that are cancelled due to a SARCOA sponsored event are forgiven if the senior center attends the event. The senior center must have a significant representation of their daily center participants committed to attend the event in order to cancel serving of congregate meals. If a senior center chooses not to attend a SARCOA sponsored event, then the senior center is required to serve their regularly scheduled meals and must remain open during their regular operating hours.

ARTICLE X- HOURS OF CENTER OPERATION

The Contractor shall operate a minimum of 4 hours per day, five days per week, Monday through Friday. The City of Dothan Senior Center hours of operation will be from 8:00 a.m. to 4:00 p.m. throughout the contract period excluding holidays. If a Senior Center opens or closes at a time that conflicts with the contract hours of operation, SARCOA shall be notified by a Contractor representative in advance and a notice shall be placed on the door of the senior center stating the operational hour change.

ARTICLE XI – EMERGENCY PROCEDURES

The Contractor shall contact SARCOA regarding any local emergency (fire, tornado, etc) affecting center operations. The Contractor shall designate an alternate site to provide nutrition services to be used in the case of an emergency. In case of extreme weather (hurricanes, floods, ice, snow, etc.) that necessitates center closings, SARCOA will notify each Center Director. SARCOA will then coordinate nutrition activities between the food production center and the senior center.

ARTICLE XII – PROHIBITION ON SECTARIAN USE OF FACILITY

A facility altered, acquired, renovated, or constructed using funds under the Older Americans Act of 1965, as amended, to be used as a senior center shall not be intended to be used for sectarian instruction or as a place for religious worship.

ARTICLE XIII – THE CONTRACTOR AGREES TO HOLD SARCOA AND ADSS HARMLESS AND INDEMNIFIES SARCOA AND ADSS FROM ANY SUMS AND/OR DAMAGES AS THE RESULT OF CONTRACTOR’S NEGLIGENCE.

ARTICLE XIV – TERM OF CONTRACT

Services provided under this agreement shall commence on October 1, 2016 and shall continue through September 30, 2017. Upon written mutual consent, this contract may be renewed for two one-year terms.

ARTICLE XV – TERMINATION FOR CONVENIENCE OF SARCOA OR THE CONTRACTOR

This agreement may be terminated for the convenience of SARCOA or the Contractor upon submission of written notice by the terminating party to the other party thirty days in advance of the termination date. Upon such termination, with satisfactory advance notice, the Contractor shall be entitled to compensation at the same ratio of total compensation provided herein to the total duration and quantity of services required by this agreement.

ARTICLE XVI – TERMINATION FOR CAUSE

If the Contractor violates any provision contained herein or fails to comply in a timely and proper manner with any requirement of this agreement, SARCOA at its sole discretion shall have the right to terminate this agreement by issuing a thirty day notice to the Contractor stating SARCOA’s intention to terminate and the cause for

termination. Upon such termination, the Contractor shall be entitled to fair and equitable compensation for services rendered as determined in Article XIV previously.

ARTICLE XVII – ASSIGNMENT

No provision or right provided under this agreement shall be assigned or subcontracted by the Contractor without the express prior written consent of SARCOA. The Contractor shall not promote private or personal interests in conjunction with the performance of this contract.

ARTICLE XVIII - AMENDMENTS

In the event conditions exist that require a substantial increase or decrease in the services to be provided herein, this agreement may be amended in whole or in part.

ARTICLE XIX – ASSURANCES

The Contractor hereby agrees to abide by the attached assurances.

ARTICLE XX - EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Contractor shall not discriminate against any employee or applicant for employment at any time. Equal employment opportunities shall be provided to all existing and prospective staff members without regard to age, race, sex, disabilities, political or religious affiliation, or national origin. This obligation extends to all areas of employment, including but not limited to the following: recruitment, selection, promotion, pay, disciplinary measure, demotions, terminations, working conditions, training and benefits. The Contractor agrees to post in places available to employees and applicants, employment notices setting forth the provisions of this nondiscrimination clause. The Contractor shall in all solicitations and advertisements for employment placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to age, race, sex, disabilities, political or religious affiliation, or national origin. The Contractor shall cause the foregoing provision to be inserted in all subcontracts for any work covered by this agreement. These provisions shall be binding on each subcontract, provided that the foregoing

provisions shall not apply to the Contractor or subcontractor for standard commercial supplies or raw materials. The Contractor shall keep records and reports concerning racial/ethnic origin of its employees as SARCOA may require. The Contractor agrees to comply with such federal rules and state laws, regulations, and guidelines as are issued to implement these requirements.

ARTICLE XXI – IMMIGRATION LAW COMPLIANCE

Contractor hereby certifies compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (as amended Act 2012-491), and has provided proper documentation to SARCOA.

ARTICLE XXII– LIABILITY

The Contractor does hereby agree that it shall, to the limits of the Constitution and the laws of the State of Alabama, indemnify for legal liability and save harmless, SARCOA - the Area Agency on Aging, against any and all liability, loss, damage, cost or expense resulting from any person suffering any personal injury, death, property loss, or the loss or release of personally identifiable or confidential information due to the fault, negligence, or intent of the Contractor or any of its staff.

ARTICLE XXIII- CONFLICT OF INTEREST

No Contractor or employee shall derive any personal profit or gain, directly or indirectly, by reason of his or her participation with the program. Each individual shall disclose to SARCOA any personal interest which he or she may have in any matter pending and shall refrain from participation in any decision on such matter.

ARTICLE XXIV - COMPENSATION

A. Funding may continue at the current level of \$11160.00 to be paid in 12 monthly payments, but may be subject to change due to funding reductions. Contract changes other than those regarding funding levels, must be mutually agreed upon by the SARCOA and the Contractor.

B. The Contractor agrees to provide local match resources of at least \$6,727.00 annually. Local resources may be cash or in-kind. As required by ADSS, all local cash and in-kind expenditures in support of the Title III Program, regardless of source, must be reported by the Contractor to SARCOA. Nonfederal participation shall be reported to SARCOA on the AAA-1, monthly report, under the columns labeled Local Funds. The Contractor shall maintain documentation for all nonfederal participation reported to SARCOA.

C. If the Contractor receives more than \$500.00 per month for transportation services, it is required to have available, at least two vehicles during the normal operational day for use for senior citizens. The Contractor further agrees to operate and to maintain 2 vehicle(s) in accordance with the terms of this agreement.

D. Contractor shall furnish the following information on the person authorized to sign for the Contractor pertaining to all financial matters. Contractor will notify SARCOA in writing when and if the authorized person changes.

Name/Title: Debra J. Reed Center Manager

Payee (specify to whom check should be mailed if different)

Name/Title: City of Dothan / ^{clo}Rose Hill Senior Center

Address: P.O. Box 2128 Dothan AL 36302

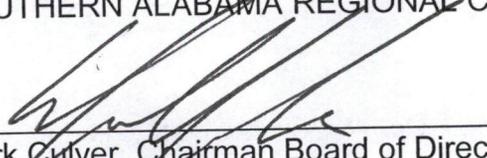
IN WITNESS WHEREOF, SARCOA and the Contractor have caused this Nutrition/Transportation agreement to be executed by their duly authorized officers on the day and year first above written.

CONTRACTOR – CITY OF DOTHAN

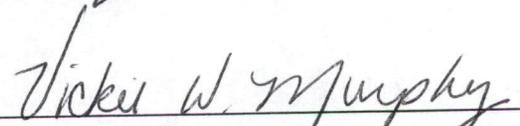
Official Date

Attest: _____
Date

SOUTHERN ALABAMA REGIONAL COUNCIL ON AGING



Mark Culver, Chairman Board of Director Date 8.31.16

Attest: 

Date 8/31/16

ASSURANCES

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Contractor HEREBY AGREES THAT it will comply with the Title VI of the Civil Rights Act of 1964 (P.L. 88-352) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance from the Department of Health and Human Services; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by the Department, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Contractor for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Contractor by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor.

ASSURANCE ON COMPLIANCE WITH THE

U.S. DEPARTMENT OF JUSTICE AMERICANS WITH DISABILITIES ACT

The Contractor HEREBY AGREES that it will comply with Title II of the Americans with Disabilities Act, 1988 signed into law in 1990 by President George Bush (Federal Register July 26, 1991) and all requirements imposed by or pursuant to the Regulations issued by the Department of Justice pursuant to Title II, to the end that, in accordance with Title II of the Act and the Regulations, no qualified individual with a disability in the United States shall be discriminated against or excluded from participation in or the benefits of the services, programs, or activities for which the Contractor received Federal financial assistance from the department (hereinafter called the "Grantor") and hereby GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. Furthermore, no qualified individual with a disability shall, because of inaccessible or unusable facilities of a public entity, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity or be subject to discrimination by any public entity.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by the Grantor, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Contractor for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Contractor for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Contractor by the Grantor including installment payments after such date on account of applications for Federal financial assistance were provided before such date. The Contractor recognizes and agrees that such assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees, and the person or person whose signature(s) appear below are authorized to sign this assurance on behalf of the Contractor.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND
VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

(To be supplied to Lower Tier Participants)

By signing and submitting this lower tier proposal, the prospective lower tier participants, as defined in 45 CFR 76, certify to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- b. Where the prospective lower tier participants are unable to certify to any of the above, such prospective participants shall attach an explanation to this proposal.

The prospective lower tier participants further agree by submitting this proposal that they will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modifications in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

CERTIFICATION REGARDING LOBBYING:

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE

AGREEMENTS

The Contractor certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan or cooperative agreement, the

undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATION REGARDING DRUG-FREE WORK-PLACE

REQUIREMENTS

The Contractor (authorized official signing for the Contractor organization) certifies that it will provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, 45 CFR Part 76, subpart F.

False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants or government wide suspension or debarment.

The Contractor certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that as a condition of employment under the grant, the employee will:
- (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above, with respect to any employee who is so convicted;
- (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f), above.

The Contractor certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the grant.

CONFLICT OF INTEREST CLAUSE

INTEREST OF CONTRACTOR

The Contractor covenants that it presently has no interest and shall have no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor further covenants that in the performance of this agreement, no person having such interest shall be employed. The Contractor further covenants that it shall prevent any unlawful benefits from accruing to individuals associated with the contractor as a result of the contract.

IMMIGRATION STATUS

The Contractor hereby attests that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

DEFICIT REDUCTION ACT

The Contractor shall comply with Section 6032 of the Deficit Reduction Act of 2005, Pub. L. No. 109-171, 120 Stat. 4 (February 8, 2006), the Alabama Department of Senior Services (ADSS) shall provide appropriate education regarding policies and procedures concerning certain federal and state laws intended to prevent and detect fraud, waste, and abuse in federal health care programs. Appropriate education shall be provided to employees (including management), contracting entities, and agents of ADSS which or who furnish or authorize the furnishing of federally reimbursed health care items or services, perform billing and coding functions, or are involved in the monitoring of health care provided by ADSS.

**SOUTHERN ALABAMA REGIONAL COUNCIL ON AGING
BUDGET SUMMARY**

CONTRACTOR: City of Dothan **FY** 2017

I. EXPENDITURES

CATEGORY	SARCOA & PARTICIPANT CONTRIBUTIONS	LOCAL RESOURCES		TOTAL
		OTHER CASH EXP	IN-KIND	
* Personnel	11,160.00	177,840.00		189,000.00
Personnel Travel				-
Space			70,900.00	70,900.00
Utilities		15,000.00		15,000.00
Postage/Telephone				-
Supplies		5,300.00	8,800.00	14,100.00
Training	300.00			300.00
** Insurance				-
Furniture & Equipment	5,000.00			5,000.00
Other: (SPECIFY)				-
Rep/Maint (Bldg, Equip)	1,300.00	4,700.00		6,000.00
Pest Control				-
Internet				-
Total	17,760.00	202,840.00	79,700.00	#####
Transportation:				
Personnel		24,000.00		24,000.00
Vehicle Insurance				-
Fuel				-
Vehicle Rep./Maint.				-
Total Transportation	-	24,000.00	-	24,000.00
TOTAL	17,760.00	226,840.00	79,700.00	324,300.00

II. FUNDING SOURCES

SARCOA \$ 11,160.00 Contractor \$ 296,540.00
 Participant Contributions \$ 6,600.00 Third Party \$ 10,000.00
 (Specify Whom Tobacco Tax)

III. REMARKS

* Personnel includes salaries & fringes and contract labor
 ** Include building, contents, liability

SARCOA TITLE III MONTHLY REPORT OF EXPENDITURES AND REQUEST FOR FUNDS
ADVANCE PAYMENT

CONTRACT AMOUNT: \$11,160.00

Contractor CITY OF DOTHAN Month Ending October-16

	Title III Account	Other Cash Expenditures	In-Kind	Current Month Totals	Year-To-Date Totals
BEGINNING Funds on Hand					
I. RECEIPTS (Cash):					
Federal Funds					
Participant Contributions:					
Transportation					
C-1 Meals					
C-2 Meals					
Other Funds					
TOTAL RECEIPTS	-				-
II. EXPENDITURES (Cash or In-Kind):					
Personnel				-	
Personnel Travel				-	
Space				-	
Utilities				-	
Postage/Telephone				-	
Supplies				-	
Training				-	
Insurance				-	
Furniture & Equipment				-	
Other:				-	
Subtotal	-	-	-	-	-
Transportation:					
Personnel				-	
Vehicle Insurance				-	
Fuel				-	
Vehicle Rep./Maint.				-	
Total Transportation	-	-	-	-	-
TOTAL EXPENDITURES	-	-	-	-	-
BALANCE of Funds on Hand	-				

III. **CERTIFICATION:** The Contractor hereby requests payment in the amount of \$ _____ and certifies that the amount requested has been or will be disbursed for the purposes set forth in the contract. All information herein is true, correct and complete to the best of the Contractor's knowledge and belief.

Signature of Authorized Official _____ Date _____

Report prepared by: _____ Name _____ Telephone _____

PAID: _____
 Check Number _____
 Date _____

Resolution No. _____ Entering into an agreement with the Southern Alabama Regional Council on Aging continued.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

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

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

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

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

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

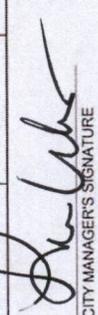
Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

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

Department Disposing of Asset	Department Transferred From	Asset No.	ID No.	Veh No.	Description	Serial Number	Date Acquired	Original Purchase Cost	Acquisition Method	Labor costs at \$60/hr	Parts & Commercial Repairs	Grand Total Labor & Repair Costs	Method of Disposal*	Approved By
Engineering	N/A	00145	A00024	N/A	EDM Surveying Equipment Package	K80117	11/30/86	8,629.00	General Fund	N/A	N/A	N/A	Online Auction	Jerry Corbin
Fire	N/A	07188	001081	N/A	Bullard Thermal Imaging Camera	TH1-1896	06/30/00	14,270.00	General Fund	N/A	N/A	N/A	Landfill	Chief Williams
General Services	Meter Reader	10780	003661	1511	2007 Chevrolet Colorado	1GCCS19E478208390	03/22/07	12,650.38	Utility Fund	20,796.00	10,251.22	31,047.22	Online Auction	Randy Morris
General Services	Meter Reader	10779	003657	1512	2007 Chevrolet Colorado	1GTHG35R5Y1186878	03/22/07	12,650.38	Utility Fund	14,909.40	12,597.61	27,507.01	Online Auction	Randy Morris
General Services	Electric	13619	000746	3164	2000 GMC G3500	1FTYR10U17P2B2186	01/31/00	19,340.00	General Fund	21,108.60	15,436.11	36,544.71	Online Auction	Randy Morris
General Services	WWT	08433	001704	4304	2002 Ford Ranger	1FTYR10U17P2B2186	05/31/02	11,508.00	Bond Funds	13,345.20	6,279.99	19,625.19	Online Auction	Randy Morris
General Services	Police	06846	000741	6013	2000 Ford Crown Victoria	2FAFP71W0YX131398	01/31/00	21,789.00	General Fund	33,770.40	37,839.14	71,609.54	Online Auction	Randy Morris
General Services	Police	06510	001590	6201	2002 Ford Ranger	1FTYR10E22TA17913	09/30/01	13,700.00	General Fund	23,904.60	8,557.62	32,462.22	Online Auction	Randy Morris
General Services	Police	08523	001992	6219	2002 Ford Ranger	1FTYR10U17P2B39029	06/29/02	11,508.00	Bond Funds	18,720.00	9,098.38	27,818.38	Online Auction	Randy Morris
General Services	Police	08418	001737	6329	2003 Ford Crown Victoria	2FAFP71W23X110707	05/31/02	21,911.25	Bond Funds	51,632.40	31,479.43	83,111.83	Online Auction	Randy Morris
General Services	Police	08919	002285	6360	2003 Ford Crown Victoria	2FAFP71W73X161619	11/13/02	21,033.50	Bond Funds	15,900.00	11,564.53	27,454.53	Online Auction	Randy Morris
General Services	Police	08916	002282	6364	2003 Ford Crown Victoria	2FAFP71W93X161623	11/13/02	21,033.50	Bond Funds	21,919.80	15,725.74	37,645.54	Online Auction	Randy Morris
General Services	Police	02760	F001083	6714	1997 Ford Crown Victoria	2FALP71W3VX142801	02/28/97	19,742.00	General Fund	12,585.60	8,590.34	21,175.94	Online Auction	Randy Morris
General Services	Police	06339	000071	6933	1999 Ford Crown Victoria	2FAFP71W0XX103342	12/31/98	21,459.00	General Fund	39,279.60	30,946.10	70,225.70	Online Auction	Randy Morris
Not on fixed assets:														
General Services	Police	N/A	N/A	6718	1992 Chevrolet Suburban	1GNEC16K9N1360811	04/22/04	-	Confiscated	28,267.80	16,314.61	44,582.41	Online Auction	Randy Morris
General Services	Police	N/A	N/A	6751	1997 Chevrolet Suburban	3GNFK16R7VG115964	03/23/10	-	Confiscated	23,325.00	8,927.18	32,252.18	Online Auction	Randy Morris
General Services	Police	N/A	N/A	6976	1999 GMC Yukon	1GKEK13R8XJ705217	11/06/09	-	Confiscated	13,960.20	9,328.22	23,288.42	Online Auction	Randy Morris
Police	N/A	N/A	N/A		1998 Toyota Camry	4T1BG22K1WU844446	N/A	-	Confiscated	N/A	N/A	N/A	Online Auction	Chief Parrish
Police	N/A	N/A	N/A		1998 Mazda 626	1YVGF22C5W5743257	N/A	-	Confiscated	N/A	N/A	N/A	Online Auction	Chief Parrish
Police	N/A	N/A	N/A		2000 Mercury Sable	1MEFM55S8Y6607142	N/A	-	Confiscated	N/A	N/A	N/A	Online Auction	Chief Parrish
Police	N/A	N/A	N/A		2002 Mazda Tribute	4F2YU09152KM22288	N/A	-	Confiscated	N/A	N/A	N/A	Online Auction	Chief Parrish
Police	N/A	N/A	N/A	6440	2004 Mercury Mountaineer	4M2JU66K04UJ02396	11/18/04	-	Confiscated	2,100.00	1,372.62	3,472.62	Online Auction	Chief Parrish
Police	N/A	N/A	N/A		1997 Dodge Stratus	1B3EJ46X0V608823	N/A	-	Abandoned	N/A	N/A	N/A	Online Auction	Chief Parrish
Police	N/A	N/A	N/A		1999 GMC 1500	1GTDCC14K9KE537305	N/A	-	Abandoned	N/A	N/A	N/A	Online Auction	Chief Parrish
Police	N/A	N/A	N/A		1998 Dodge Stratus	1B3EJ56H8WN248202	N/A	-	Abandoned	N/A	N/A	N/A	Online Auction	Chief Parrish
Police	N/A	N/A	N/A		1999 Dodge Dakota	1B7GL22X0XS145968	N/A	-	Abandoned	N/A	N/A	N/A	Online Auction	Chief Parrish
Police	N/A	N/A	N/A		1994 Pontiac Bonneville	1G2HX52L6R4236424	N/A	-	Abandoned	N/A	N/A	N/A	Online Auction	Chief Parrish
Police	N/A	N/A	N/A		1996 Nissan Maxima	JN1CA21D2TT183009	N/A	-	Abandoned	N/A	N/A	N/A	Online Auction	Chief Parrish
Police	N/A	N/A	N/A		1992 Pontiac Firebird	1G2FS23E6NL214055	N/A	-	Abandoned	N/A	N/A	N/A	Online Auction	Chief Parrish
								\$ 231,224.01		\$ 355,524.60	\$ 234,298.84	\$ 589,823.44		

9/1/16
DATE APPROVED


CITY MANAGER'S SIGNATURE

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

RESOLUTION NO. _____

WHEREAS, the 2016 and 2017 Fiscal Year Budgets were approved by Resolution No. 2015-260 and requires that budget changes be approved by the Board of Commissioners; and

WHEREAS, the need exists to make adjustments to the 2016 Fiscal Year Budget for additional appropriations for the operation of the City.

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

Section 1. That various accounts in the 2016 Fiscal Year Budget are hereby amended as follows:

GENERAL FUND ESTIMATED REVENUES

Lodging Tax		001-0000-313.03-00	\$ 148,263.00
Proceeds from Grants		001-0000-331.03-00	1,571.00
Community Development Block Grant		001-0000-331.47-00	6,619.00
Wiregrass Foundation Grant - Forever Wild	FWILD	001-0000-331.71-00	569,062.00
Wiregrass Foundation Grant - Diabetes Workshop	DIABET	001-0000-331.71-00	5,000.00
U.S. Dept. of Transportation Grant	210915	001-0000-332.09-00	337,134.00
Local Impact Traffic Safety Grant		001-0000-335.39-00	46,135.00
Summer Feeding Program Grant		001-0000-335.40-00	145,760.00
Solid Waste		001-0000-341.23-00	53,660.00
Tennis Revenue	WT0116	001-0000-348.32-00	8,840.00
Miscellaneous Other Revenue		001-0000-348.49-00	900.00
Court Fines		001-0000-351.10-00	9,096.00
Contributions & Donations		001-0000-367.01-00	470,251.00
Junk Sales		001-0000-369.12-00	11,180.00
Property Damage Recovery		001-0000-369.17-00	3,692.00
Overpayment Refunds/Insurance		001-0000-369.49-00	1,100,000.00
Utilization of Fund Balance		001-0000-391.01-00	882,075.00
			\$ 3,799,238.00

GENERAL FUND APPROPRIATIONS

Administration

FOG Ordinance Advertising		001-0103-501.30-31	\$ 11,515.00	*
Electric Rates Ordinance Advertising		001-0103-501.30-31	5,124.00	*
Election - Ballots & Supplies		001-0120-501.20-29	3,850.00	*
Election - Advertising		001-0120-501.30-31	12,000.00	*
Election - Polling Location Postcards		001-0120-501.30-41	609.00	*
Election - Site Support		001-0120-501.30-42	4,997.00	*
Election - Rental of Polling Location & Voting Machine		001-0120-501.30-43	700.00	*
Gov Deals On-Line Auction Expense		001-0138-501.30-42	11,180.00	
Bad Debt Expense		001-0146-501.30-49	31,200.00	*
			\$ 81,175.00	

Information Technology

Telephones & Pages		001-0326-503.30-45	\$ 246,000.00	*
			\$ 246,000.00	

Judicial

Public Defenders Increase in Salary		001-0901-509.30-42	\$ 18,000.00	*
			\$ 18,000.00	

Police

Cameras for Jail		001-1220-512.20-29	\$	9,096.00	
ADECA Traffic Safety Overtime Grant		001-1236-512.10-12		46,135.00	
Motorola Radio System Upgrade	120616	001-1260-512.60-67		923,256.00	1
			\$	<u>978,487.00</u>	

Fire

Cardiac Monitors		001-1610-516.20-29	\$	5,700.00	*
Knox Boxes		001-1610-516.20-29		4,718.00	*
			\$	<u>10,418.00</u>	

Public Works/Street

Westgate Parkway Sidewalk Grant	210915	001-2106-521.60-63	\$	337,134.00	
			\$	<u>337,134.00</u>	

Public Works/Engineering

Traffic Signal Controller		001-2332-523.20-25	\$	8,270.00	2
			\$	<u>8,270.00</u>	

Public Works/Environment

Refuse Containers - 95 Gallon		001-2505-525.20-29	\$	53,660.00	
			\$	<u>53,660.00</u>	

Planning Development

Alabama Historical Commission Grant		001-2730-527.30-46	\$	1,571.00	
CDBG - Advertising Expense	CD1501	001-2735-527.30-31		4,790.00	
CDBG - Printing & Reproduction	CD1501	001-2735-527.30-41		209.00	
CDBG - Miscellaneous	CD1501	001-2735-527.30-49		560.00	
CDBG - Dues & Subscriptions	CD1501	001-2735-527.30-51		1,060.00	
			\$	<u>8,190.00</u>	

Health & Welfare

CVB - Lodging Tax		001-3131-531.30-49	\$	148,263.00	
			\$	<u>148,263.00</u>	

Leisure Services

Summer Feeding Program Grant		001-4241-542.20-29	\$	138,667.00	3
Forever Wild Trail System	FWILD	001-4260-542.60-67		569,062.00	
Soil Testing & Monitoring at Westgate Aquatic Center	423113	001-4260-542.60-67		17,116.00	*
Soil Stabilization at Westgate Aquatic Center	423113	001-4260-542.60-67		14,388.00	*
			\$	<u>739,233.00</u>	

Recreation

Diabetes Workshop	DIABET	001-4801-548.20-29	\$	5,000.00	
Women's Pro Tennis Tournament	WT0116	001-4832-548.20-29		8,840.00	
Therapeutic Program Donations		001-4835-548.20-29		11,281.00	
Dirty Stroll & Roll Bike Race	MTBIKE	001-4849-548.20-29		900.00	
			\$	<u>26,021.00</u>	

General Services/Fleet

Disposal of Tires	001-5220-552.30-42	\$ 10,000.00	*
		<u>\$ 10,000.00</u>	

Insurance Department

Employee Hospital/Medical/Insurance	001-5816-558.10-16	\$ 1,100,000.00	
Worker's Compensation Insurance Expense	001-5817-558.30-37	34,387.00	*
		<u>\$ 1,134,387.00</u>	

General Fund Total Appropriations \$ 3,799,238.00

UTILITY FUND ESTIMATED REVENUES

Credit Card Convenience Fee	401-0000-369.52-00	\$ 49,350.00	
Property Damage Recovery	401-0000-375.18-00	29,738.00	
Utilization of Fund Balance	401-0000-391.01-00	1,150,867.00	
		<u>\$ 1,229,955.00</u>	

UTILITY FUND APPROPRIATIONS

Electric

Fiber Optic Cable Splicing Overtime		401-8114-581.10-12	\$ 6,000.00	*
Tree Trimming Overtime		401-8114-581.10-12	149,500.00	*
Light Installation @ James Oates Park Overtime	420909	401-8114-581.10-12	8,200.00	*
Trench Compactor for Lights @ James Oates Park	420909	401-8160-581.60-65	12,950.00	*
Wiregrass Commons Mall Underground Repairs	810116	401-8160-581.60-67	224,067.00	*
W. Carroll Street Substation	SSTA13	401-8160-581.60-67	204,179.00	*
E. Burdeshaw Street Substation	SSTA02	401-8160-581.60-67	11,461.00	*
Inventory Expense		401-8161-581.41-80	460,000.00	*
			<u>\$ 1,076,357.00</u>	

Water

Vehicle Repairs Due to Accident		401-8250-582.30-36	\$ 11,525.00	
Vehicle Replacement Due to Accident		401-8260-582.60-66	18,213.00	
Inventory Expense		401-8261-581.41-80	75,000.00	*
			<u>\$ 104,738.00</u>	

Finance/Utility Collections

Credit Card Processing Fees		401-8730-587.30-42	\$ 25,350.00	
			<u>\$ 25,350.00</u>	

Combined Utilities

Bad Debts		401-8910-589.30-49	\$ 24,000.00	
			<u>\$ 24,000.00</u>	

Financing Sources/Uses

From Special Assessment Fund (Street Paving)	401-9988-568.30-49	\$ (490.00) *
		<u>\$ (490.00)</u>

Utility Fund Total Appropriations \$ 1,229,955.00

**STREET PAVING FUND
ESTIMATED REVENUES**

Utilization of Fund Balance	701-0000-391.01-00	\$ 490.00
		<u>\$ 490.00</u>

**STREET PAVING FUND
APPROPRIATIONS**

Financing Sources/Uses

Transfer To Utility Fund	701-9994-599.30-49	\$ 490.00 *
		<u>\$ 490.00</u>

Street Paving Fund Total Appropriations \$ 490.00

***Funded from Utilization of Fund Balance**

1 \$458,970.00 Funded from Contributions & Donations (E911) & \$464,286.00 from Utilization of Fund Balance

2 \$3,692.00 Funded from Property Damage Recovery & \$4,578.00 from Utilization of Fund Balance

3 \$145,760 Funded from Summer Food Program Grant & (\$7,093.00) from Utilization of Fund Balance

Resolution Number _____ Amending various accounts in the 2016 Fiscal Year Budget, continued.

Section 2. That the Finance Director is hereby authorized and directed to make the said budget changes.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

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

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

Section 1. That the Board of Commissioners does hereby approve payment of invoices for the month of August, 2016 in the amount of \$19,651,786.30.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

FY 2016 - City of Dothan Monthly Accounts Payable Invoices

Below are Larger Vendor Payments which are Included in Monthly Totals in First Shaded Box													
Month	Total Amount	AMEA			U S Department of Energy			Crestwood		BCBS**		RSA*	
		Monthly Amt	Wire Date	Monthly Amt	CK Date	Monthly Amt	CK Date	Monthly Amt	Wire Date	Monthly Amt	Wire Date	Monthly Amt	Pay Period Ending Dates
October	\$ 15,147,750.94	\$ 6,112,573.02	10/29/15	\$ 562,645.70	10/15/15	\$ 146,320.33	10/15/15	\$ 1,132,617.70	10/30/15	\$ 1,059,946.18	10/3/15 & 10/17/15		
November	11,029,310.48	3,856,523.17	11/30/15	545,745.11	11/12/15	16,365.20	11/19/15	852,811.02	11/30/15	1,066,186.60	10/31/15 & 11/14/15		
December	12,121,661.99	3,409,688.37	12/29/15	576,866.75	12/22/15	92,806.03	12/22/15	937,707.62	12/31/15	1,589,182.01	11/28/15, 12/12/15 & 12/26/15		
January	10,597,880.15	3,557,908.84	1/29/16	572,300.65	1/14/16	(727.18)	1/14/16	930,619.11	1/31/16	1,065,088.87	1/9/16 & 1/23/16		
February	12,432,281.48	4,732,481.66	2/29/16	660,486.70	2/11/16	96,768.63	2/18/16	756,681.96	2/29/16	1,102,216.52	2/6/16 & 2/20/16		
March	13,995,395.37	4,292,009.80	3/29/16	569,410.38	3/10/16	96,499.23	3/17/16	1,417,319.01	3/31/16	1,076,303.81	3/5/16 & 3/19/16		
April	10,775,523.59	3,432,710.41	4/29/16	556,870.01	4/19/16	87,014.09	4/19/16	1,138,470.34	4/30/16	1,056,079.94	4/2/16 & 4/16/16		
May	12,220,970.30	3,907,695.01	5/31/16	543,437.76	5/19/16	91,702.57	5/19/16	1,100,993.86	5/31/16	1,061,458.38	4/30/16 & 5/14/16		
June	14,154,574.34	5,780,682.09	6/29/16	524,622.81	6/16/16	152,009.14	6/16/16	949,144.70	6/30/16	1,059,187.81	5/28/16 & 6/11/16		
July	15,903,745.94	6,602,506.71	7/29/16	532,801.57	7/19/16	80,573.81	7/19/16	1,116,552.11	7/31/16	1,584,144.15	6/25/16, 7/9/16 & 7/23/16		
August	19,651,786.30	7,135,982.93	8/29/16	458,159.09	8/18/16	25,534.46	8/18/16	1,435,633.37	8/31/16	1,056,622.21	8/6/16 & 8/20/16		
September	\$ 148,030,880.88	\$ 52,820,762.01		\$ 6,103,346.53		\$ 884,866.31		\$ 11,768,550.80		\$ 12,776,416.48			
Average	\$ 13,457,352.81	Power Purchase	\$ 59,808,974.85	40.40%	% of Total Accounts Payable	7.95%	% of Total Accounts Payable	8.63%	% of Total Accounts Payable	Includes Employer Contribution & Employee Payroll Deduction			

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

*Check typed according to payroll ending date.

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 \$360,000.00 be appropriated to the General Fund/Public Works/Environmental Services/Garbage/Refuse/Disposal/Other Services/Professional Services, Account Number 001-2510-525.30-42, for trash disposal costs for Fiscal Year 2017. This appropriation is to be funded by increasing the General Fund/Non-Revenue Receipts/Utilization of Fund Balance, Account Number 001-0000-391.01-00 by the sum of \$360,000.00.

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 20, 2016
EXHIBIT "A"
BIDS TO BE AWARDED

DEPARTMENT	BID#	#ITB ⁴	ITEM	VENDOR	AMOUNT
Dothan Utilities Electric	16-069	21	Online Power Transformer Oil Drying System , per City of Dothan Bid Specifications: Quantity 1 (or more) Unit Price: \$ <u>32,316.00</u>	S. D. Myers, Inc. Tallmadge, OH	\$ 32,316.00
Dothan Utilities Electric	16-068	35	10" Sound Attenuated Trailer Mounted Diesel-Driven Portable Pump , per City of Dothan Bid Specifications: Quantity 1 (or more) Unit Price: \$ <u>95,853.00</u>	Hydra Service Inc. Robertsdale, AL.	\$ 95,853.00
Dothan Utilities	16-070	47	Golf Creek Lift Station (Triplex) Motor Control Panel with SCADA, Including Material, Labor & Equipment to Construct, Provide, Test & Provide Technical Assistance as Required to Commission one (1) Complete and Operable SCADA Panel , to include all items in Bid Specification: 1) Golf Creek Lift Station (Triplex) - 3451 Omussee Road, Dothan, AL 36303 Quantity 1 (or more) Unit Price: \$ <u>29,949.44</u> Total Price: \$ <u>29,949.44</u> 2) Three (3) Submersible Centrifugal Pumps Complete with all Appurtenances, Accessories, and Spare Parts: Quantity 3 (or more) Unit Price: \$ <u>30,136.30</u> Total Price: \$ <u>90,408.90</u>	Sheppard Electric Motor Service Theodore, AL.	\$ 120,358.34
General Services Fleet ⁶	14-121	36	Tires , per City of Dothan Bid Specifications: All prices are unit prices. See bid tab sheets for number of units bid (more or less) and for unit prices. Estimated Total FY 2017 is \$ <u>50,000.00</u>	McGriff Tire Dothan, AL	\$ 50,000.00
General Services Fleet ⁶	15-003	44	Pneumatic Tire Retread and Repair , per City of Dothan Bid Specifications: Tire Size: 315/80R22.5, \$ <u>170.00</u> Tire Size: 315/80R22.5, \$ <u>185.00</u> Tire Size: 11R22.5, \$ <u>135.00</u> Tire Size: 11R22.5, \$ <u>145.00</u> Tire Size: 12R22.5, \$ <u>150.00</u> Estimated Cost is \$ <u>250,000.00</u>	Road Mart Inc Midland City, AL Dothan, AL.	\$ 250,000.00



CITY OF DOTHAN, ALABAMA
September 20, 2016

EXHIBIT "A"
BIDS TO BE AWARDED (continued)

DEPARTMENT	BID#	#ITB ⁴	ITEM	VENDOR	AMOUNT
Dothan Utilities	16-071	50	<p>Manual Transfer Switches & Portable Generator Connection Boxes, StormSwitch as Manufactured by ESL Power Systems, Inc. or City Approved Equal, per City of Dothan specifications:</p> <p>Quantity 5 (more or less)</p> <p>1) Quantity five (5) more or less, 100 AMP Rated for Single Phase, 240 Volts: Unit Cost: <u>\$2,156.00</u> Total Cost: <u>\$10,780.00</u></p> <p>Quantity 6 (more or less)</p> <p>2) Quantity six (6) more or less, 100 AMP Rated for Three (3) Phase, 240 Volts: Unit Cost: <u>\$2,156.00</u> Total Cost: <u>\$12,936.00</u></p> <p>Quantity 1 (more or less)</p> <p>3) Quantity one (1) more or less, 100, AMP Rated for Three (3) Phase, 480 Volts: Unit Cost: <u>\$2,156.00</u> Total Cost: <u>\$2,156.00</u></p> <p>Quantity 1 (more or less)</p> <p>4) Quantity one (1) more or less, 200, AMP Rated for Three (3) Phase, 240 Volts: Unit Cost: <u>\$2,683.00</u> Total Cost: <u>\$2,683.00</u></p> <p>Quantity 1 (more or less)</p> <p>5) Quantity one (1) more or less, 400, AMP Rated for Three (3) Phase, 480 Volts: Unit Cost: <u>\$4,850.00</u> Total Cost: <u>\$4,850.00</u> Total Cost: <u>\$33,405.00</u></p>	Irby Electrical Distribution Dothan, AL.	\$ 33,405.00
DEPARTMENT	BID#	#ITB ⁴	ITEM	VENDOR	AMOUNT
General Services Fleet ⁶	14-001J	17	<p>2014 City of Dothan/Houston County Joint Bid</p> <p>Quantity 1 (or more)</p> <p>See Bid Tabulation Sheet for Pricing Estimated Cost is <u>\$2,500,000.00</u></p>	Southeastern ⁶ Oil Co. Dothan, AL.	\$2,500,000.00
DEPARTMENT	BID#	#ITB ⁴	ITEM	VENDOR	AMOUNT
General Services Fleet ⁶	14-121	36	<p>Tires, per City of Dothan Bid Specifications:</p> <p>All prices are unit prices. See bid tab sheets for number of units bid (more or less) and unit prices. Estimated Total FY 2017 is <u>\$40,000.00</u></p>	Carroll's Tire LLC. Dothan, AL	\$ 40,000.00
DEPARTMENT	BID#	#ITB ⁴	ITEM	VENDOR	AMOUNT
Public Works Environmental	14-055	5	<p>Estimated Trash Disposal Costs for FY 2017 per City of Dothan Bid Specifications:</p> <p>Quantity 26,666 (more or less) Unit Price: <u>\$13.50</u> Total Price: <u>\$360,000.00</u></p>	Omussee C&D Landfill Dothan, AL.	\$ 360,000.00



CITY OF DOTHAN, ALABAMA
September 20, 2016
EXHIBIT "A"
BIDS TO BE AWARDED (continued)

DEPARTMENT	BID#	#ITB ⁴	ITEM	VENDOR	AMOUNT
General Services Fleet ⁶	15-001J	44	<p>2015 Joint Bid Oils, Grease & Fluids:</p> <p>Full Synthetic Diesel Engine Oil Shall meet or exceed API Service Category CJ-4, 5W40: Bulk (per gallon): <u>\$14.85</u> 6/1gal (per case): <u>\$66.44</u></p> <p>Zinc Free Inherently Biodegradable Hydraulic Oil, ISO 46: Bulk (per gallon): <u>\$6.25</u></p> <p>Hydraulic Oil, AW 68: Bulk (per gallon): <u>\$5.66</u></p> <p>Full Synthetic Gear Lube</p> <p>Shall meet API Service GL-5,MT-1, 75W90: Bulk (per gallon): <u>\$18.40</u></p> <p>Automatic Transmission Fluid, Dexron III: Bulk (per gallon): <u>\$6.25</u></p> <p>Full Synthetic Universal Automatic Transmission Fluid To Meet The Following Types. Shall meet TES 389Certification: Ford Mercon V, Mercon LV, Per Drum: <u>\$608.30</u> Dexron V, 12/1 qt (per case): <u>\$35.76</u></p> <p>Full Synthetic Gas Engine Oil</p> <p>Shall meet or exceed API Service Category SM, SL, API Spec GF-5, 5W30: Bulk (per gallon): <u>\$11.02</u> 12/1 qt (per case): <u>\$47.31</u></p> <p>Hydraulic/Tractor Fluid, Major Brand only: Per Drum: <u>\$348.70</u></p> <p>Full Synthetic Heavy Duty Automatic Transmission Fluid Shall meet Allison C-4, TES-295; Allison Heavy Duty: Per Drum: <u>\$1,112.10</u></p> <p>EP Lithium Complex Grease, Minimum of 3% Molybdenum Disulfide: Per 400 lb. Drum: <u>\$1,028.00</u></p> <p>Minimum 500 Degree Dropping Point: Tubes (12) per Case Bulk (per case): <u>\$96.60</u> Estimated Cost is <u>\$100,000.00</u></p>	Davis Oil Company of Dothan Dothan, AL	\$ 100,000.00

OTHER PURCHASES over \$15,000

DEPARTMENT	ITEM	VENDOR	AMOUNT
Citywide	Newspaper Advertisements in the Dothan Eagle for Personnel, Water World, Holiday Pick-Up Schedule Changes for Environmental, City Clerk Legal Notices, Election Advertisements, Bid Advertisements, CAFR, PAFR, Found Property, AUSA Kickoff Breakfast, Planning & Development Land Development, Transportation Planning, Community Development, Required Notices & Legal Ads, Sole Source Provider, for Fiscal Year 2017 ¹	Alabama Community Newspapers Dothan, AL	\$ 137,600.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
Citywide Administration Leisure Services Performing Arts	Concession & Meeting Supplies - Prices have been compared to Sam's Club. Pepsi Products are also sold. This is a historical representation of the amount of products sold in prior years. Only vendor who can deliver product and CO2 tanks. Estimated Amount for Fiscal Year 2017 ¹ .	Coca Cola Dothan, AL	\$ 45,500.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
Citywide	Sole Source Provider Natural Gas for Fiscal Year 2017 ¹	S E Alabama Gas District Dothan, AL	\$ 54,500.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
Information Technology For Public Safety	For Monthly Wireless Telephone Service & Equipment for Fiscal Year 2017, State of Alabama Contract #T302	Verizon Dothan, AL	\$ 405,000.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
Dothan Utilities Water	Sole Source Provider MP-4015 Phosphate Corrosion Inhibitor for Fiscal Year 2017	American Development Corp Fayette, TN	\$ 44,640.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services Fleet ⁶	Tires for Fleet , State Contract # G000 3249, Fiscal Year 2017	A-One Tire Sales & Service Dothan, AL	\$ 100,000.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services Fleet ⁶	Parts as Needed for Autocar Authorized Autocar dealer for Our Area Fiscal Year 2017 ¹	Action Truck Dothan, AL	\$ 40,000.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services Fleet ⁶	Transmission Parts as needed , When Prices are the Lowest Quoted on Remanufactured Transmissions for Police Vehicles for Fiscal Year 2017 ⁴	American Transmission Jacksonville, FL	\$ 25,000.00

OTHER PURCHASES over \$15,000

DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services Fleet ⁶	Dealer Original Equipment as Needed throughout Fiscal Year 2017, Only Local Ford Dealer ¹	Bondy's Ford, Lincoln Inc. Dothan, AL	\$ 125,000.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services Fleet ⁶	Automotive, Truck and Equipment Batteries to be Purchased from U. S. Communities Cooperative Contact for Fiscal Year 2017 ¹	Carquest Auto Dothan, AL	\$50,000.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services Fleet ⁶	International Parts Purchased as Needed Authorized International Dealer for Our Area for Fiscal Year 2017 ¹	Coffman International Dothan, AL	\$ 175,000.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services Fleet ⁶	Cummins Engine Parts from Nearest Authorized Cummins Engine Parts Dealer for Fiscal Year 2017 ¹	Cummins Mid South LLC Dothan, AL	\$ 30,000.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services Fleet ⁶	Only Local Chrysler, Dodge Dealer Use for Parts & Repairs as Needed for Fiscal Year 2017	Dothan Chrysler Dodge Inc. Dothan, AL	\$ 50,000.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services Fleet ⁶	Parts Purchased as Needed throughout the Fiscal Year 2017 ¹ - Only Radiator Repair Vendor	Dothan Radiator Repair Dothan, AL	\$ 25,000.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services Fleet ⁶	Heavy Duty Truck Parts to be Purchased as Needed for Fiscal Year 2017 ¹	Fleetpride Inc. Dothan, AL	\$ 75,000.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services Fleet ⁶	Only Dealer for Heavy Duty John Deere Parts to be Purchased as Needed for Fiscal Year 2017 ¹	Flint Equipment Dothan, AL	\$ 30,000.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services Fleet ⁶	Starter and Alternator Repairs as Needed for Fiscal Year 2017 ¹ Vendor is used when they have the lowest price and quickest repair time.	G & M Starter & Alternator Dothan, AL	\$ 35,000.00



OTHER PURCHASES over \$15,000 (Continued)

DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services Fleet ⁶	Only Dealer for Mack Parts Used for Repairs as Needed throughout Fiscal Year 2017 ¹	Gulf Coast Truck & Equipment Dothan, AL	\$ 25,000.00
General Services Fleet ⁶	Purchase of Parts for Tymco Sweeper and Heil Refuse Trucks as Needed throughout Fiscal Year 2017 ¹	Ingram Equipment Co. Pelham, AL	\$ 35,000.00
General Services Fleet ⁶	Engines & Transmissions Purchased As Needed Fiscal Year 2017 ¹	Jasper Engine & Trans. Exchange Jasper, IN	\$ 30,000.00
General Services Fleet ⁶	McNeilus Parts Purchased As Needed for Refuse Trucks , Sole Source Provider for McNeilus Parts for Fiscal Year 2017 ¹	McNeilus Truck & Manufacturing Villa Rica, GA	\$ 50,000.00
General Services Fleet ⁶	Purchase of Paint, Chemicals (fuel & Oil Additives, etc.), Weather Stripping, Headlights, Bulbs, Fuses, etc. Purchased As Needed for Fiscal Year 2017 ¹	Newton Distributing Co Dothan, AL	\$ 25,000.00
General Services Fleet ⁶	Parts as Needed for Fiscal Year 2017 ¹ when they have the lowest quote	O'Reilly Automotive Parts Dothan, AL	\$ 40,000.00
General Services Fleet ⁶	Motorcraft (Ford) and AC Delco (GM) Original Parts as Needed for Fiscal Year 2017 ¹	The Parts House Dothan, AL	\$ 100,000.00
General Services Fleet ⁶	Parts to be Purchased as Needed for Knuckle Boom from Authorized Dealer for Fiscal Year 2017 ¹	Ramer Manufacturing Ramer, AL	\$ 35,000.00
General Services Fleet ⁶	Tires and Alignments as Needed for Fiscal Year 2017 from State of Alabama Contract T106 ¹ Contract #4012431, Thru March 31, 2017	Road Mart Dothan, AL	\$ 65,000.00
General Services Fleet ⁶	Parts as Needed for Elgin Sweeper and Refuse Trucks From Authorized Dealer for Fiscal Year 2017 ¹	Sansom Equipment Co	\$ 35,000.00



OTHER PURCHASES over \$15,000 (Continued)

DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services Fleet ⁶	Parts as Needed for Fire Trucks From Authorized E-One Dealer for Fiscal Year 2017 ¹	Sunbelt Fire Equipment Co Fairhope, AL	\$ 30,000.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services Fleet ⁶	Parts as Needed for Fuelmaster Parts for Fiscal Year 2017 ¹	SYN TECH Systems Tallahassee, FL	\$ 30,000.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services Fleet ⁶	TEREX Dealer Parts and Repairs for Knuckleboom Trucks for Fiscal Year 2017 ¹	Terex Services Birmingham, AL	\$ 50,000.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services Fleet ⁶	Caterpillar Parts Purchased as Need from Authorized Caterpillar Dealer in Our Area for Fiscal Year 2017 ¹	Thompson Tractor Co Inc. Dothan, AL	\$ 30,000.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services Fleet ⁶	Komatsu Parts Purchased as Needed from Authorized Dealer in Our Area for Fiscal Year 2017 ¹	Tractor & Equipment Co Inc. Dothan, AL	\$ 65,000.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services Fleet ⁶	Parts for Medium/Heavy Trucks and Tractors for Fiscal Year 2017 ¹	Tri State Brake Center ² Ashford, AL	\$ 65,000.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services Fleet ⁶	Parts for Medium/Heavy Trucks and Tractors , Purchased when They Have the Lowest Quote for Fiscal Year 2017 ¹	Tri State Diesel & Auto Dothan, AL	\$ 30,000.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services for Citywide Insurance	Liability Insurance: Commercial General, Law Enforcement, Public Officials, Employee Benefit and Commercial Auto Coverage , Fiscal Year 2017	Alabama Municipal Insurance Corp. Montgomery, AL	\$ 192,418.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services for Citywide Insurance	Insurance Renewals: Property, Crime, Fleet Fiscal Year 2017	Flowers Insurance Agency Dothan, AL	\$ 315,178.00



OTHER PURCHASES over \$15,000 (Continued)

DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services for Citywide Insurance	Excess Worker's Compensation Insurance Fiscal Year 2017	Frank Gates Service Co. Cincinnati, OH	\$ 126,524.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
General Services for Citywide Insurance	Professional Services-Actuarial Work for City Worker's Compensation, General Liability & Automobile (Fleet) Liability Risk Retention Programs; as well as, any Associated Data Needs.	Tiller Consulting Group St. Louis, MO.	\$ 23,000.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
Leisure Services Soccer	Youth Soccer Officials Professional Services for Fiscal Year 2017 ¹	Dale Thomas Dothan, AL	\$ 21,000.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
Leisure Services Softball	Professional Services - Umpires for Softball Games Throughout Fiscal Year 2017 - Estimation Based on Prior Years	Dothan Softball Umpire Association Dothan, AL	\$ 40,000.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
Leisure Services Softball/Football	Softball and Football Umpires Professional Services for Fiscal Year 2017 ¹	Wiregrass Sports Officials Assoc. Dothan, AL	\$ 30,000.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
Police Communications	State of Alabama National Crime Information Center (NICI) and Law Enforcement & Traffic Safety Division (LETS) Access: FY 2017 Quarterly Fee: \$7,500.00, Quantity 4 NICI is a computerized index of Criminal Justice Information (Criminal Records, Fugitives, Stolen Properties, Missing Persons, etc.). LETS administers federal funding for an array of victim services, law enforcement, juvenile justice and highway traffic safety programs. Sole Source Provider City of Dothan Resolution 4217, Agreement Signed & Entered May, 1972. The vendor name has changed from Alabama Department of Public Safety and the Alabama Crime Information Center (ACIC) to Alabama Law Enforcement Agency.	Alabama Law Enforcement Agency Montgomery, AL.	\$ 30,000.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
Public Works Environmental Services	Landfill Permits Ground Water Monitoring Services FY 2017 Permit 35-06, Project Number 251013, Unit Cost: <u>\$25,000.00</u> Permit 35-01, Project Number 250908 Unit Cost: <u>\$18,000.00</u>	TTL, Inc. Tuscaloosa, AL.	\$ 43,000.00



OTHER PURCHASES over \$15,000 (Continued)

DEPARTMENT	ITEM	VENDOR	AMOUNT
Public Works Environmental	Estimated Recycling Costs: FY 2017, Sole Source Provider of Recycling of Household Products for the Dothan Area. White Goods are not Included ¹	Waste Management Recycle America Midland City, AL	\$ 150,000.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
Public Works Street	Asphalt for Street Maintenance & Repair , Sole Source in Dothan	Midsouth Paving Inc. Dothan, AL	\$ 125,000.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
Public Works Street	Asphalt for Street Maintenance & Repair. We have to travel to Ariton Plant when Midsouth Paving does not have asphalt.	Wiregrass Construction Co Dothan, AL ⁵	\$ 25,000.00

Notes:

¹For an estimated amount to cover "possible" inventory purchases for Fiscal Year 2017. Purchases are made from vendor when they quote the

²TriState Brake Center is a branch of TriState Diesel and Auto.

³There are two types of blanket purchase orders. True blanket purchase orders in the SunGard system are blanket purchase orders are used for General Services Fleet only. Rolling true blanket purchase orders from one fiscal year to the next is not an option in the SunGard system. They are used for inventory parts purchases to associate the parts to specific vehicles. At year end inventory is frozen and counted. Blanket POs are liquidated for the ending fiscal year and new blanket POs are entered for the new fiscal year. This system allows for a clean break in time for purchases for different fiscal years. True blanket POs do not encumber funds; however, they do set a limit that Fleet cannot exceed without additional approval. Then there are regular purchase orders referred to as blanket purchase orders by our employees because they encumber funds for a whole fiscal year. While those purchase orders can be rolled from one year to another, that is not the intended purpose. The encumbrance is to be used for purchases for the fiscal year specified. Some of these POs may be rolled over into the next fiscal year when the work can not be completed in the year for which the funds were encumbered. The Finance Director approves any roll over POs. The PO requested for recycling is an example of the latter type of blanket PO.

⁴ITB-Invitations to Bid

⁵ Wiregrass Construction is located in Dothan but their Asphalt Plant is located in Ariton, AL.

⁶ Home Oil was awarded some items for this bid. An error was made in their bidding. They honored the pricing for a while but, when they advised the

⁷ Advanced Auto purchased Carquest but is still using south side Carquest for billing purposes. .

RESOLUTION NO. _____

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

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

PASSED, ADOPTED AND APPROVED on _____.

Mayor

ATTEST:

Associate Commissioner District 1

City Clerk

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6

BOARD OF CITY COMMISSIONERS

EXHIBIT "A"

<u>NAME</u>	<u>CONFERENCE</u>	<u>AMOUNT</u>
Stacy Johnson Kristen Adkins Deanna Edwards	NENA Gulf Coast Conference 2016 Orange Beach, AL	\$ 1,740.00
Justin Dodson	FBI Firearms Instructor School, Assistant Instructor SWAPA, Baldwin County	\$ 50.00
Scott Owens	Supervisor Leadership Institute – FBI LEEDA Tallahassee, FL	\$ 905.00
Eunice Knight	AMCCMA Annual Conference Perdido Beach, AL	\$ 495.00
Maurice Head	HUD's Quarterly Meeting with CDBG Administrators Birmingham, AL	\$ 305.00
Lee Ann Irwin	ITIL Foundation Training and Exam Atlanta, GA	\$ 2,698.00
Billy Mayes Chris Phillips Allen McJunkins Jessi Harden	Electric Cities of Alabama (ECA) Board of Directors Meeting and Engineering & Operations Conference Hoover, AL	\$ 2,995.00
L. Bart Barefoot Chris Decker Brian Marsh	Bridge School Auburn/Opelika, AL	\$ 510.00
James Stewart	AL-MS AWWA 69 th Annual Conference Montgomery, AL	\$ 766.00

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

MEMORANDUM

TO: Tammy Danner, City Clerk
FROM: Jerry W. Corbin, P.E., Public Works Director
DATE: September 14, 2016
SUBJECT: Document for Commission Agenda – Utility Easements to Construct Necessary Improvements and Appurtenances to Existing Water Utilities on U.S. Highway 84 East (East Main Street)

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

Easements

Prime Properties, General Partnership
Fosco, LLC

Account No. 001-2325-523.30-42

LBB/arg
Attachments

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

EASEMENT

THE STATE OF ALABAMA, HOUSTON COUNTY

KNOW ALL MEN BY THESE PRESENTS, that We, PRIME PROPERTIES, A GENERAL PARTNERSHIP, the owners of the hereinafter-described real estate, for and in consideration of One Dollar, and other valuable consideration, to us 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: BEGINNING at a concrete monument found on the North Right of Way (R/W) line of U.S. Highway #84 marking the Southwest flare point of the North R/W line of U.S. Highway #84 and the Westerly R/W line of Plant Street; thence along said R/W flare N44°16'23"E, for a distance of 80.04 feet to a point in the centerline of a creek; thence leaving said flare along the centerline of said creek N54°48'32"W, for a distance of 11.98 feet to a point; thence leaving said creek S39°26'39"W, for a distance of 81.65 feet to a point on the above mentioned North R/W line of U.S. Highway #84; thence along said R/W line along a curve to the right having a radius of 3583.12 feet and an arc length of 5.91 feet, with a chord bearing and distance of S78°39'19"E, 5.91 feet to the POINT OF BEGINNING.

Said easement is located in the SE 1/4 of the NW 1/4 of Section 19, T3N, R27E and contains 0.016 of an acre or 686 square feet more or less.

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

IN WITNESS WHEREOF, We, PRIME PROPERTIES, hereunto set our hands and seal this 12th day of September, 2016.

Merritt Holman (L.S.)
N/A
Official Title

THE STATE OF ALABAMA, HOUSTON COUNTY ACKNOWLEDGMENT FOR CORPORATION

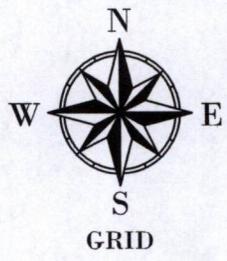
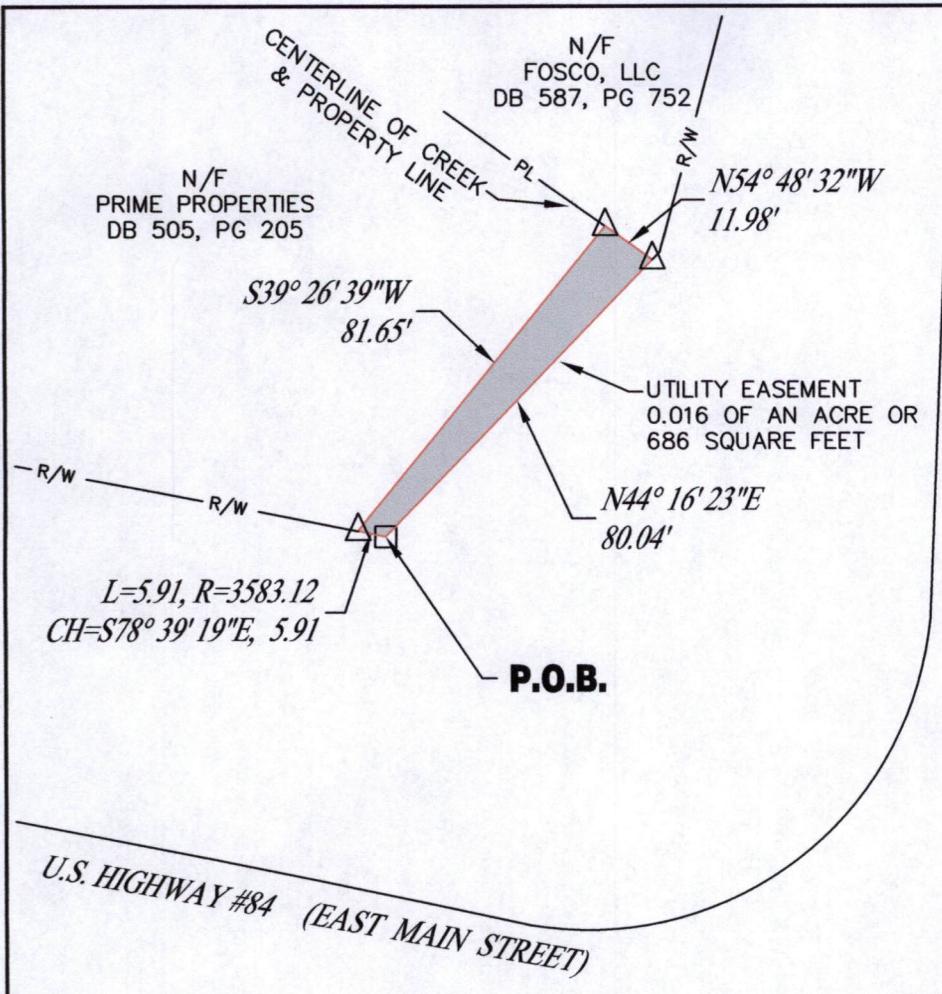
I, Lance Evan Holloway, a Notary Public in and for said County in said State hereby certify that Merritt Holman, whose name as N/A of PRIME PROPERTIES, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance has, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 12th day of September, 2016.

[Signature]



Prepared By: PolYengineering, Inc., P.O. Box 837, Dothan, Alabama 36302

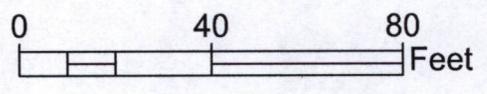


PLANT STREET

LEGEND

- CONCRETE MONUMENT FOUND
- ANGLE POINT
- PL — ADJACENT PROPERTY LINES
- R/W — RIGHT OF WAY LINES
- EASEMENT LINE
- P.O.B.** POINT OF BEGINNING
- EASEMENT AREA

DB DEED BOOK
 PG PAGE
 N/F NOW OR FORMERLY



**UTILITY EASEMENT
 LEGAL DESCRIPTION (By Surveyor)**

A utility easement in the City of Dothan, Houston County, Alabama and being more particularly described as follows: BEGINNING at a concrete monument found on the North Right of Way (R/W) line of U.S. Highway #84 marking the Southwest flare point of the North R/W line of U.S. Highway #84 and the Westerly R/W line of Plant Street; thence along said R/W flare N44°16'23"E, for a distance of 80.04 feet to a point in the centerline of a creek; thence leaving said flare along the centerline of said creek N54°48'32"W, for a distance of 11.98 feet to a point; thence leaving said creek S39°26'39"W, for a distance of 81.65 feet to a point on the above mentioned North R/W line of U.S. Highway #84; thence along said R/W line along a curve to the right having a radius of 3583.12 feet and an arc length of 5.91 feet, with a chord bearing and distance of S78°39'19"E, 5.91 feet to the POINT OF BEGINNING. Said easement is located in the SE 1/4 of the NW 1/4 of Section 19, T3N, R27E and contains 0.016 of an acre or 686 square feet more or less.

NOTES:

1. This plat does not reflect any easement or title research.
2. This plat is not valid without surveyor's original seal and signature.
3. Survey Source: Easement is part of that land described in Deed Book 505, Page 205.
4. Grid north is based on Alabama State Plane Coordinate System, East Zone, NAD 83.
5. All existing structures on, under and adjacent to the site are not necessarily shown hereon.

I hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

Surveyor's Signature: *Rickey E. Kinsaul*
 RICKEY E. KINSAUL

Alabama License No: 19258 Date: 07/12/16



These drawings are copyrighted and the property of Polyengineering. Any use, partial or full reproduction is prohibited except by written Agreement with Polyengineering.

POLYENGINEERING, INC.
 ARCHITECTURE, ENGINEERING SOLUTIONS

Post Office Box 837 (36302)
 1935 HEADLAND AVENUE
 DOTHAN, ALABAMA 36303
 334-793-4700
 WWW.POLYENGINEERING.COM

Project No. 12-299.04	Last Date of Field Work 07/08/16
Date JULY 12, 2016	Cert. of Auth. No. CA-0018-LS
Drawn By DH	Apprvd. By REK
Scale 1"=40'	

**LEGAL DESCRIPTION & SKETCH
 OF UTILITY EASEMENT FOR
 THE CITY OF DOTHAN**

Sheet No
1
 OF 1

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

EASEMENT

THE STATE OF ALABAMA, HOUSTON COUNTY

KNOW ALL MEN BY THESE PRESENTS, that We, FOSCO, LLC, an Alabama limited liability company, the owners of the hereinafter-described real estate, for and in consideration of One Dollar, and other valuable consideration, to us 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 utilities**: 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 a concrete monument found on the North Right of Way (R/W) line of U.S. Highway #84 marking the Southwest flare point of the North R/W line of U.S. Highway #84 and the Westerly R/W line of Plant Street; thence along said R/W flare N44°16'23"E, for a distance of 80.04 feet to a point in the centerline of a creek and the POINT OF BEGINNING; thence continuing along said R/W flare N44°16'23"E, for a distance of 2.23 feet to a point on the West R/W line of Plant Street; thence along said R/W line N15°22'14"E, for a distance of 29.75 feet to a point; thence leaving said R/W line S39°26'39"W, for a distance of 30.27 feet to a point in the centerline of the above mentioned creek; thence along the centerline of said creek S54°48'32"E, for a distance of 11.98 feet to the POINT OF BEGINNING.

Said easement is located in the SE 1/4 of the NW 1/4 of Section 19, T3N, R27E and contains 0.005 of an acre or 197 square feet more or less.

together with the right to enter upon said premises and maintain, repair and upgrade said **utilities** to have and to hold unto said City of Dothan, Alabama aforegranted easement for the purpose set out above.

IN WITNESS WHEREOF, We, FOSCO, LLC, hereunto set our hands and seal this 25th day of JULY, 2016.

Woodrow Foster (L. S.)
Manager (L. S.)
Official Title

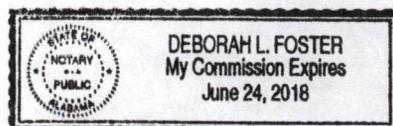
THE STATE OF ALABAMA, HOUSTON COUNTY

ACKNOWLEDGMENT FOR CORPORATION

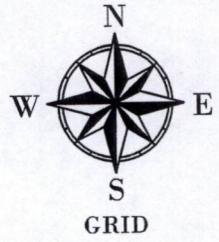
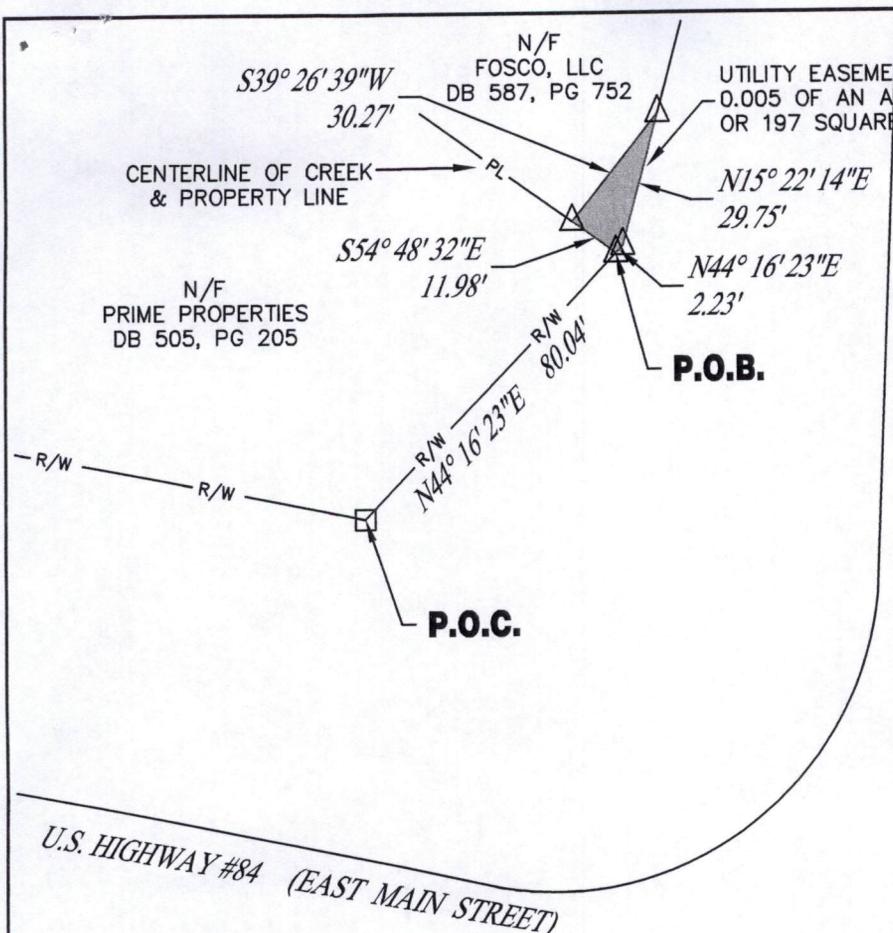
I, DEBORAH L. FOSTER, a Notary Public in and for said County in said State hereby certify that WOODROW FOSTER, whose name as MANAGER of FOSCO, LLC, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, has, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 25 day of JULY, 2016.

Deborah L. Foster



Prepared By: Polyengineering, Inc., P.O. Box 837, Dothan, Alabama 36302

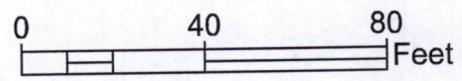


PLANT STREET

LEGEND

- CONCRETE MONUMENT FOUND
- ANGLE POINT
- PL —— ADJACENT PROPERTY LINES
- R/W —— RIGHT OF WAY LINES
- EASEMENT LINE
- P.O.C.** POINT OF COMMENCEMENT
- P.O.B.** POINT OF BEGINNING
- EASEMENT AREA

DB DEED BOOK
 PG PAGE
 N/F NOW OR FORMERLY



**UTILITY EASEMENT
 LEGAL DESCRIPTION (By Surveyor)**

A utility easement in the City of Dothan, Houston County, Alabama and being more particularly described as follows: Commencing at a concrete monument found on the North Right of Way (R/W) line of U.S. Highway #84 marking the Southwest flare point of the North R/W line of U.S. Highway #84 and the Westerly R/W line of Plant Street; thence along said R/W flare N44°16'23"E, for a distance of 80.04 feet to a point in the centerline of a creek and the POINT OF BEGINNING; thence continuing along said R/W flare N44°16'23"E, for a distance of 2.23 feet to a point on the West R/W line of Plant Street; thence along said R/W line N15°22'14"E, for a distance of 29.75 feet to a point; thence leaving said R/W line S39°26'39"W, for a distance of 30.27 to a point in the centerline of the above mentioned creek; thence along the centerline of said creek S54°48'32"E, for a distance of 11.98 feet to the POINT OF BEGINNING. Said easement is located in the SE 1/4 of the NW 1/4 of Section 19, T3N, R27E and contains 0.005 of an acre or 197 square feet more or less.



NOTES:

1. This plat does not reflect any easement or title research.
2. This plat is not valid without surveyor's original seal and signature.
3. Survey Source: Easement is part of that land described in Deed Book 587, Page 752 (Parcel 3).
4. Grid north is based on Alabama State Plane Coordinate System, East Zone, NAD 83.
5. All existing structures on, under and adjacent to the site are not necessarily shown hereon.

I hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

Surveyor's Signature: *Rickey E. Kinsaul*
 RICKEY E. KINSAUL

Alabama License No: 19258 Date: 07/12/16

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POLYENGINEERING, INC.
 ARCHITECTURE. ENGINEERING. SOLUTIONS

Post Office Box 837 (36302)
 1935 HEADLAND AVENUE
 DOTHAN, ALABAMA 36303
 334-793-4700
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Project No. 12-299.04	Last Date of Field Work 07/08/16
Date JULY 12, 2016	Cert. of Auth. No. CA-0018-LS
Drawn By DH	Apprv. By REK
Scale 1"=40'	

**LEGAL DESCRIPTION & SKETCH
 OF UTILITY EASEMENT FOR
 THE CITY OF DOTHAN**

Sheet No
1
OF 1