

**AGENDA
CITY COMMISSION MEETING
DOTHAN, ALABAMA
10:00 A.M., November 15, 2016**

1. **Invocation: Pastor Van Clack - Heritage Baptist Church**

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

3. **Roll Call:**

Schmitz__Dorsey__Newsome__Kirkland__Ferguson__Kenward__Crutchfield__

4. **Approval of Previous Minutes:**

- Minutes of Meeting of November 1, 2016.

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

- Proclamation – “Rail Safety Tour Day” – Nancy Hudson, Executive Director, Alabama Operation Lifesaver.
- Proclamation – “World AIDS Day” - Neice Danzey, Health Educator, and Pam Holton, Director of Education, Medical AIDS Outreach.
- Proclamation – “Hospice Month” – Laura Ethridge, Senior Hospice Specialist, Gentiva Hospice.
- Proclamation – “Home Care Month” – Gwen Crittenton, HomeHealth Specialist, Gentiva Hospice.

Documents:

[proclamation rail safety tour day.pdf](#)
[proclamation world aids day.pdf](#)
[proclamation hospice month.pdf](#)
[proclamation home care month.pdf](#)

6. **Communications from City Manager:**

- Service Award – Eddie Henderson, Police Department, 25 years

7. **Communications from City Clerk:**

- Application for a Restaurant Retail Liquor License (on premise) for Oishi, 3522 Ross Clark Circle, by Dong Bin Im.
- Application for a Lounge Retail Liquor License, Class I (on or off premise) for Southern Man Speakeasy, 407 Honeysuckle Road, Suite 103, by Jessica Cruse.
- Application for a Restaurant Retail Liquor License (on premise) for Taqueria Mi Rancho, 2413 Ross Clark Circle, by Hector Medina.
- Application for a Retail Beer and Retail Table Wine Liquor License (off premise) for Sun Stop 650, 2357 Reeves Street, by Melissa Williamson.

Documents:

[liquor application oishi.pdf](#)
[liquor application southern man speakeasy.pdf](#)
[liquor application taqueria mi rancho.pdf](#)
[liquor application sun stop 650.pdf](#)

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

Documents:

[public hearing weed abatement.pdf](#)

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

Documents:

[weed abatements.pdf](#)

10. Res. No. _____ Confirming the costs incurred in notification and abatement of certain properties determined to be nuisances by Resolution Numbers 2016-264 and 2016-281 and turning the costs over to the County Tax Collector so that the amount can be added to the next regular bills for taxes levied against the respective lots and parcels of land.

Documents:

[weed abatement cost assessments.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 December 6, 2016.

Documents:

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

12. Res. No. _____ Agreeing to allocate the required 20% match of local funds for the Unified Planning Work Program in an amount not to exceed \$49,676.00.

Documents:

[allocation for unified planning work program.pdf](#)

13. Res. No. _____ Approving a Final Contract Summary Change Order with Cherokee Construction Co., Inc. for the construction of the Forever Wild Bridges and Boardwalks, which results in a cost decrease in the amount of \$49,953.54, making the final adjusted contract price \$1,317,108.69.

Documents:

[cherokee construction company change order.pdf](#)

14. Res. No. _____ Approving Change Order #2 (Final) with Donald Smith Company to deduct \$16,458.00 from the original contract amount, resulting in a final contract price of \$272,388.00 and an increase of project time by 60 days resulting in a completion date of October 13, 2016.

Documents:

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

15. **Res. No. _____ Entering into an agreement with Motorola for the warranty repair of handheld radios and vehicular radios utilizing the Motorola Astro 7.4 800 MHz P25 radio system at a monthly cost of \$5,302.50, for a fourteen (14) month period and approving a Memorandum of Understanding with the Dothan City Board of Education for their portion of the radios.**

Documents:

[motorola warranty repair and mou.pdf](#)

16. **Res. No. _____ Entering into an agreement with Motorola for the maintenance and repair of the Motorola Astro 7.4 800MHz P25 radio system at a monthly cost of \$6,556.45, for a four (4) month period.**

Documents:

[motorola maintenance and repair.pdf](#)

17. **Res. No. _____ Approving payment of invoices for the month of October, 2016 in the amount of \$16,565,491.71.**

Documents:

[invoices.pdf](#)

18. **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](#)

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

Documents:

[travel requests.pdf](#)

20. **Acceptance of Warranty Deeds for Right of Way for the Denton Road Bridge Replacement Project from Troy Lee and Jenell Walsingham, LaVista LLC, WMJSHR LLC, Denton Road United Methodist Church, Cedar Heights LLC, Jerry J. and Helen J. Flucker.**

Documents:

[warranty deeds for row on denton road bridge replacement project.pdf](#)

21. **Adjournment.**

PROCLAMATION

WHEREAS, approximately every three hours in the United States, a person or vehicle is hit by a train and, combined, highway-rail and trespassing incidents account for 100% of all fatalities in Alabama; and

WHEREAS, as a matter of safety, it is necessary for pedestrians, cyclists and the public to never trespass or play around railroad tracks; and

WHEREAS, a motorist is 20 times more likely to die in a crash involving a train than in a collision involving another motor vehicle; and

WHEREAS, nearly 50 percent of vehicle/train collisions occur at highway-rail grade crossings with active warning devices (gates, lights and/or bells); and

WHEREAS, in 2015, preliminary data shows within the 90 highway-rail collision incidents involving trains, there were 34 injuries and fatalities in Alabama, of which there were 11 trespassing fatalities and 3 trespassing injuries; and

WHEREAS, Operation Lifesaver, state agencies, railroad companies and state and local law enforcement officials are joining together to heighten awareness about the importance of "rail safety" by urging all motorists to obey signs, signals, gates and other safety devices at highway-rail grade crossings and all pedestrians/cyclists to stay away from the tracks, and

WHEREAS, the 40-City Rail Safety Tour raises public awareness encouraging motorists to drive safely.

NOW, THEREFORE, I, Mike Schmitz, Mayor of the City of Dothan, do hereby proclaim Tuesday, November 15, 2016, as

"RAIL SAFETY TOUR DAY"

in the City of Dothan.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Dothan to be affixed this the 15TH day of November, 2016.

SEAL



Attest:

Tammy Danner
City Clerk

Mike Schmitz
Mayor

PROCLAMATION

WHEREAS, the global epidemic of HIV infection and AIDS requires a worldwide effort to increase communication, education and united action to stop the spread of HIV/AIDS; and

WHEREAS, the Joint United Nations Program on HIV/AIDS observes December 1st of each year as World AIDS Day in order to disseminate information on how to prevent the spread of HIV; and

WHEREAS, the theme for 2016 is "Getting to Zero"; everyone is encouraged to increase their knowledge of HIV/AIDS and to remember the millions of people who have been infected worldwide and the more than 34 million currently living with HIV/AIDS.

NOW, THEREFORE, I, Mike Schmitz, Mayor Pro tem of the City of Dothan, do hereby proclaim December 1, 2016, as

"WORLD AIDS DAY"

in the City of Dothan and urge all its citizens to take part in the activities and observances designed to increase awareness and understanding of HIV/AIDS as a global challenge to prevent the further spread of HIV/AIDS.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Dothan to be affixed the 15th day of November, 2016.

SEAL



Attest:

Tammy Danner
City Clerk

Mike Schmitz
Mayor

PROCLAMATION

WHEREAS, during National Hospice Month, the City of Dothan pays special recognition to Hospice employees and volunteers in light of the extraordinary work they do in their dedicated and untiring service to others with a philosophy that affirms the inherent dignity and worth of every individual and a reverence for human life in all its states; and

WHEREAS, addressing the physical, emotional and spiritual needs of patients with life-limiting illnesses and providing support services to their family members requires a special kind of caring, compassion and skill; and

WHEREAS, the City of Dothan applauds physicians, nurses, home health aides, social workers, chaplains, bereavement counselors and volunteers who embody the spirit of the Hospice philosophy and who give much of their time, energy and expertise to this noble cause; and

WHEREAS, we extend our appreciation and admiration as we commend all those who perform these acts of kindness for the citizens of Dothan and throughout the nation.

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

"HOSPICE MONTH"

in the City of Dothan and urge our citizens to recognize the importance of Hospice care and the vital services offered by its dedicated professionals.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Dothan to be affixed this the 15th day of November, 2016.

Attest:

*Tammy Danner
City Clerk*



*Mike Schmitz
Mayor*

PROCLAMATION

WHEREAS, home care professionals provide high-quality and compassionate healthcare services to those in need, especially at times of community or personal health care crisis; and

WHEREAS, home care is the most preferred method of healthcare delivery among disabled, elderly and chronically ill individuals eager to live independently in their own homes as long as they possibly can; and

WHEREAS, thousands of everyday heroes such as home care nurses, therapists and aides work tirelessly to provide professional health and palliative care and support to millions of Americans in need of quality health services; and

WHEREAS, these dedicated home care professionals and volunteers form a support network that continues to play a vital rôle in healthcare delivery for our nation's disabled, infirm and aging population.

NOW, THEREFORE I, Mike Schmitz, Mayor of the City of Dothan, do hereby declare November 2016, as

"HOME CARE MONTH"

in the City of Dothan and encourage the support and participation of all citizens in learning more about home care for the elderly, disabled and infirm.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Dothan, to be affixed this the 15th day of November 2016.



*Mike Schmitz
Mayor*

Attest:

*Tammy Danner
City Clerk*

October 6, 2016

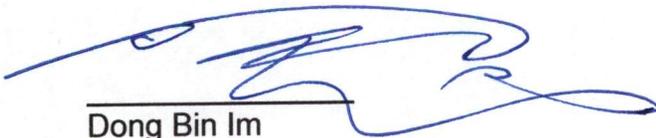
Board of City Commissioners
City of Dothan, Alabama
P.O. Box 2128
Dothan, Alabama 36302

Honorable Mayor and City Commission:

I respectfully submit my request for a Restaurant Retail Liquor License for Oishi located at 3522 Ross Clark Circle, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

Sincerely,



Dong Bin Im

October 7, 2016

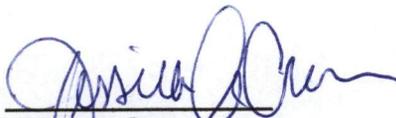
Board of City Commissioners
City of Dothan, Alabama
P.O. Box 2128
Dothan, Alabama 36302

Honorable Mayor and City Commission:

I respectfully submit my request for a Lounge Retail Liquor – Class I License for Southern Man Speakeasy located at 407 Honeysuckle Road, Suite 103, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

Sincerely,



Jessica Cruse

October 10, 2016

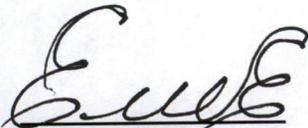
Board of City Commissioners
City of Dothan, Alabama
P.O. Box 2128
Dothan, Alabama 36302

Honorable Mayor and City Commission:

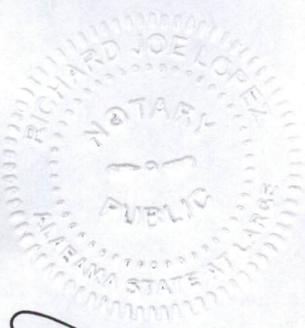
I respectfully submit my request for a Restaurant Retail Liquor License for Taqueria Mi Rancho located at 2413 Ross Clark Circle, Dothan, Alabama.

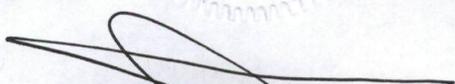
Your consideration of this application would be greatly appreciated.

Sincerely,



Hector Medina




My Commission Expires
February 21, 2018

10/11/2016

October 25, 2016

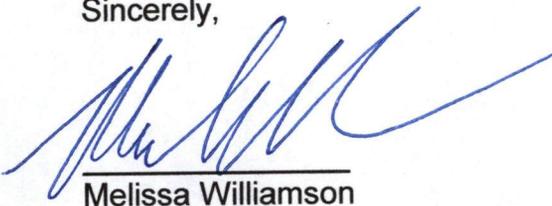
Board of City Commissioners
City of Dothan, Alabama
P.O. Box 2128
Dothan, Alabama 36302

Honorable Mayor and City Commission:

I respectfully submit my request for a Retail Beer and Retail Table Wine License for Sun Stop 650 located at 2357 Reeves Street, Dothan, Alabama.

Your consideration of this application would be greatly appreciated.

Sincerely,



Melissa Williamson

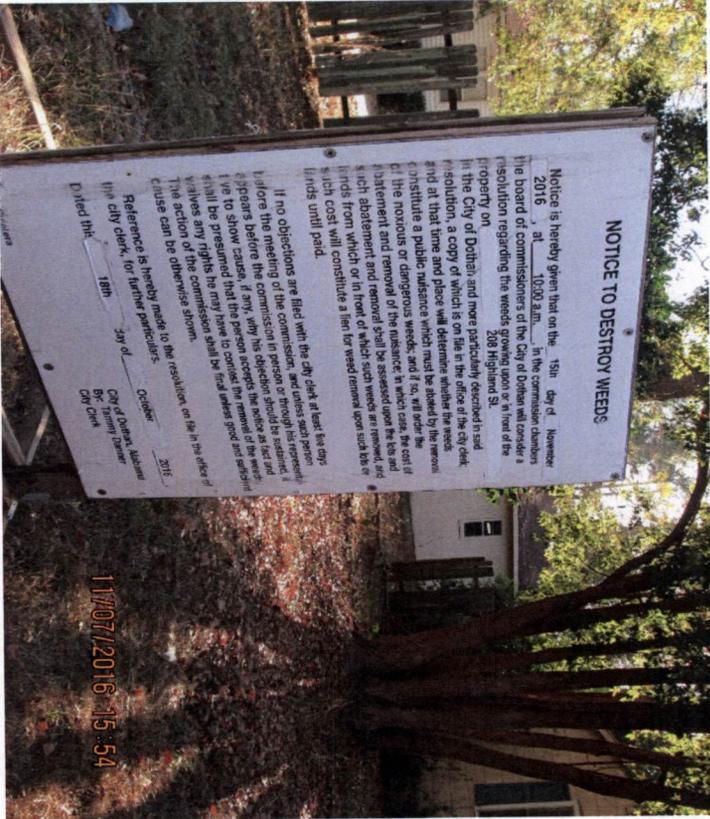
City of Dothan

*Public Hearing
for Weed Abatement
November 15, 2016*

Department of Planning and Development

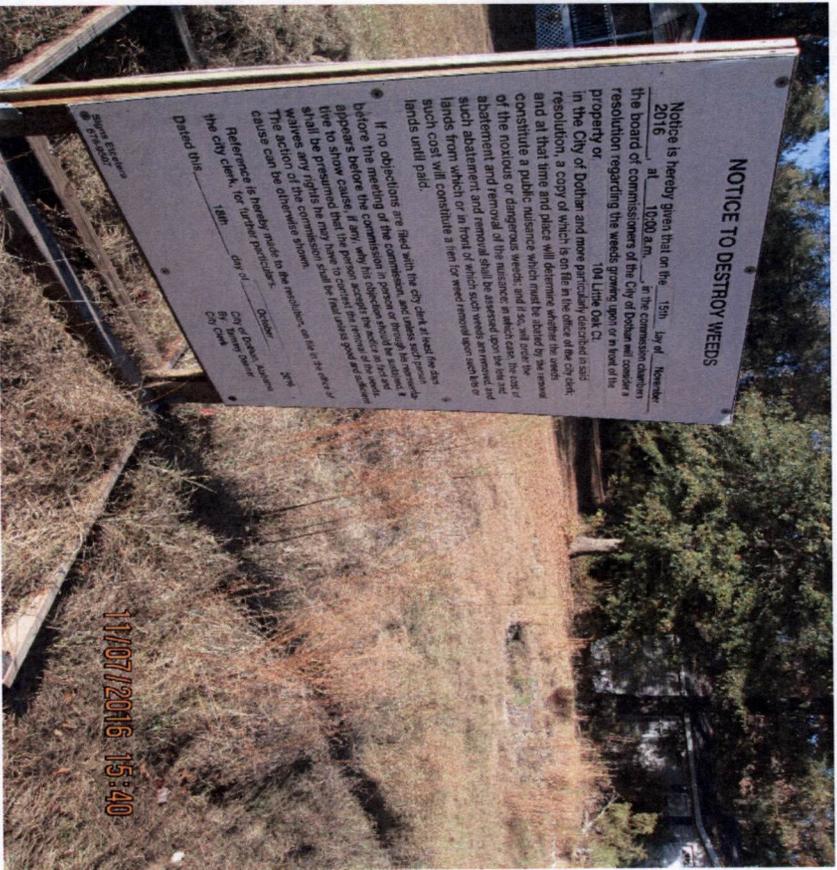


Weed Abatement 208 Highland St.



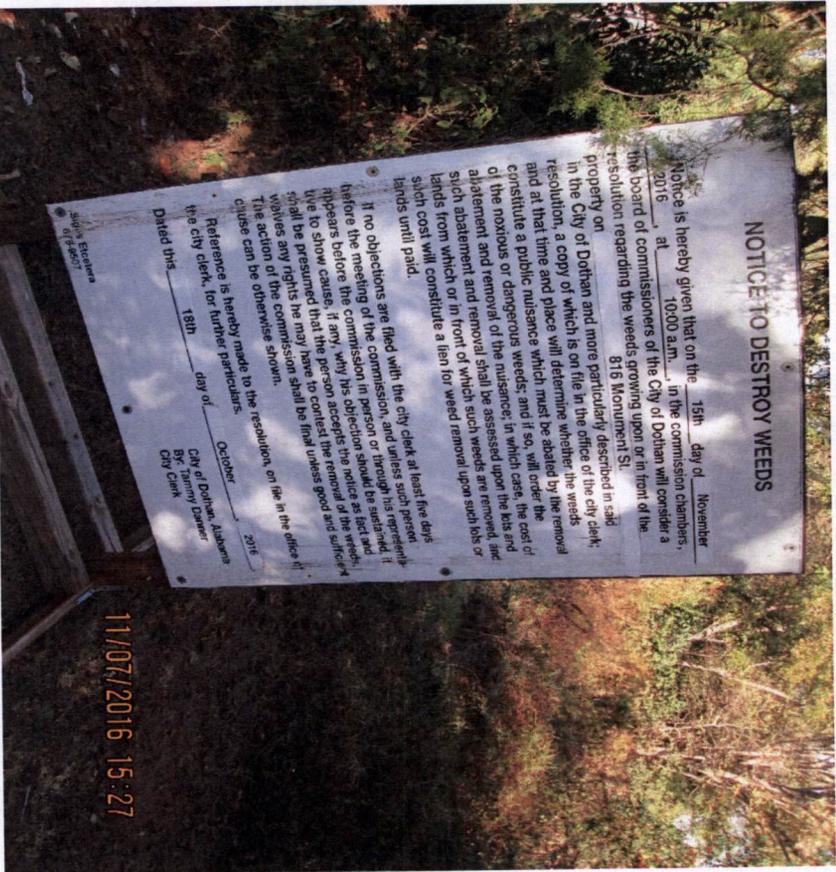


Weed Abatement 104 Little Oak Ct.





Weed Abatement 816 Monument St.



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;

208 Highland Street

Parcel 38-09-07-25-4-006-026.000

Lot 10 Block 5 Addition Cloverdale Subdivision

104 Little Oak Court

Parcel 38-10-05-21-1-000-004.022

Lot 54 Block A Grand Oaks Subdivision

129 Sheilds Court

Parcel 38-09-06-23-4-001-022.000

Lot 9 Block C Lake Pines Subdivision

816 Monument Street

38-10-04-19-2-005-029.000

Located in NW¼ of NW¼ of Section 19 T3N R27E commencing @ intersection of Monument Street & E Adams Street then S 77.68' to POB then E 38.55' S 9.06' E 36.58' S along RR R/W 147.02' W along RR R/W 73.42' NE 62.13' N

WHEREAS, a public hearing was held on the 15th day of November, 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.

208 Highland Street

104 Little Oak Court

129 Shields Court

816 Monument Street

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

Res. No. _____ declaring properties as nuisances and therefore abating, continued.

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

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

Mayor

ATTEST:

Associate Commissioner District 1

Tammy Danner
City Clerk

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF COMMISSIONERS

RESOLUTION NO. _____

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

208 Highland Street

Parcel 38-09-07-25-4-006-026.000
Lot 10 Block 5 Addition Cloverdale Subdivision

104 Little Oak Court

Parcel 38-10-05-21-1-000-004.022
Lot 54 Block A Grand Oaks Subdivision

129 Sheilds Court

Parcel 38-09-06-23-4-001-022.000
Lot 9 Block C Lake Pines Subdivision

816 Monument Street

38-10-04-19-2-005-029.000

Located in NW¼ of NW¼ of Section 19 T3N R27E commencing @ intersection of Monument Street & E Adams Street then S 77.68' to POB then E 38.55' S 9.06' E 36.58' S along RR R/W 147.02' W along RR R/W 73.42' NE 62.13' N

WHEREAS, a public hearing was held on the 15th day of November, 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.

208 Highland Street

104 Little Oak Court

129 Shields Court

816 Monument Street

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

Res. No. _____ declaring properties as nuisances and therefore abating, continued.

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

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

Mayor

ATTEST:

Associate Commissioner District 1

Tammy Danner
City Clerk

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, the following listed properties were determined, by Resolutions Number 2016-264 and 2016-281, to be nuisances which should be abated:

1. 202 Hardy Street
2. 909 Tuskegee Street
3. 1008 E. Newton Street
4. 3203 Granberry Drive
5. 306 Telluride Lane
6. 310 Telluride Lane
7. 312 Telluride Lane
8. 323 Telluride Lane
9. 407 Telluride Lane

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. 2016-264 and 2016-281. The amount listed below the property address is the cost of abating the nuisance. Five (5) of the properties were 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.

Joe & Elizabeth White
202 Hardy Street
38-09-06-13-2-003-009.000

Sign	\$	89.00
Lot Cleanup Cost		<u>145.16</u>
Total	\$	<u>234.16</u>

Robert Estes
909 Tuskegee Street
38-10-04-18-3-007-008.000

Sign	\$	89.00
Lot Cleanup Cost		<u>209.64</u>
Total	\$	<u>298.64</u>

Howard Roberts T/S
1008 E. Newton Street
38-10-04-18-3-009-015.000

Sign	\$	89.00
Lot Cleanup Cost		<u>145.16</u>
Total	\$	<u>234.16</u>

Billie Ludlam
3203 Granberry Drive
38-04-08-33-0-006-030.000

Sign	\$	89.00
Lot Cleanup Cost		<u>156.95</u>
Total	\$	<u>245.95</u>

Tom A. West, III
306 Telluride Lane
38-09-03-06-0-001-002.000

Sign	\$	89.00
Total	\$	<u>89.00</u>

Tom A. West, III
310 Telluride Lane
38-09-03-06-0-001-002.004

Sign	\$	89.00
Total	\$	<u>89.00</u>

Tom A. West, III
312 Telluride Lane
38-09-03-06-0-001-002.005

Sign	\$	89.00
Total	\$	<u>89.00</u>

Tom A. West, III
323 Telluride Lane
38-09-03-06-0-001-002.083

Sign	\$	89.00
Total	\$	<u>89.00</u>

Tom A. West, III
407 Telluride Lane
38-09-03-06-0-001-002.079

Sign	\$	89.00
Total	\$	<u>89.00</u>

Total	\$	<u>1,457.91</u>
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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;

2376 Kinsey Road

Parcel 38-10-03-07-2-002-030.000
Lot 7 Block B Young America Subdivision

590 N. Range Street

Parcel 38-10-04-18-3-009-018.000
Lots 6-8 Block 10 Lincoln Park & N 42' of Lot 1 Greenvalley Subdivision

0 Page Street

Parcel 38-10-04-19-2-004-001.000
Located in NE¼ of NW¼ of Section 19 T3N R27E beginning @ SW intersection of Page Street & E. Burdeshaw Street then S along R/W 112' W 145' N 128' E along R/W 157.83' to POB

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

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

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

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

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

Section 2. That a public hearing on this matter shall be held at the regularly scheduled Commission meeting of the Dothan City Commission, in the Civic Center, 126 N. St. Andrews Street, Dothan, Alabama, at 10:00 a.m. on the 6th day of December, 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, 23, U.S.C. 134 and 49 U.S.C. 5303 require that each urbanized area have a comprehensive, cooperative, continuing transportation planning process (commonly referred to as the "3-C" Process); and

WHEREAS, 23 U. S. C. 105(f) and 49 U. S. C. 5303 authorize certain funds (commonly referred to as FHWA Planning funds and FTA 5303 Planning funds respectively) to be made available to designated transportation planning agencies to support the "3-C" Process; and

WHEREAS, the City of Dothan has been selected as the designated transportation planning agency for the Dothan urbanized area; and

WHEREAS, the State of Alabama receives funds from the Federal Highway Administration and the Federal Transit Administration which include FHWA Planning funds and FTA 5303 Planning funds to be made available to the designated agency for transportation planning for the Dothan urbanized area; and

WHEREAS, the City of Dothan has been selected as the designated transportation planning agency for the Dothan urbanized area; and

WHEREAS, the City of Dothan, in Resolution 2008-251, entered into an agreement with the State of Alabama to provide planning activities in support of the "3-C Process"; and

WHEREAS, the City of Dothan is eligible for reimbursement of 80 percent of cost of administering the planning activities authorized in the FY2017 UPWP and that any match be provided based on actual costs incurred.

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

Section 1. That the City of Dothan, Alabama agrees to allocate the required 20% match of local funds for the Unified Planning Work Program in an amount not to exceed \$49,676.00.

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, by Resolution Number 2015-346, the City of Dothan has entered into a contractual agreement with Cherokee Construction Co., Inc. for the construction of the Forever Wild Bridges and Boardwalks; and

WHEREAS, a Final Contract Summary Change Order was determined to be necessary and in the City's best interest; and

WHEREAS, the final quantities for said Change Order result in a cost decrease for the Base Bid in the amount of \$76,002.66, a cost increase for Alternate 1 in the amount of \$26,049.12, for a net decrease of \$49,953.54 making the final adjusted contract price \$1,317,108.69.

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

Section 1. That the City of Dothan approves Final Contract Summary Change Order with Cherokee Construction Co., Inc., which results in a cost decrease for the Base Bid in the amount of \$76,002.66, a cost increase for Alternate 1 in the amount of \$26,049.12, for a net decrease of \$49,953.54 making the final adjusted contract price \$1,317,108.69, which said Final Contract Summary Change Order follows:

**FOREVER WILD BRIDGES & BOARDWALKS
FINAL CONTRACT SUMMARY CHANGE ORDER**

ITEM NO.	DESCRIPTION OF ITEM	PLAN QUANTITY	UNIT	UNIT PRICE	PLAN TOTAL	ACTUAL QUANTITY	ACTUAL TOTAL	VARIANCE
	BASE BID							
1.	Mobilization	1	L.S.	\$9,350.00	\$9,350.00	1.00	\$9,350.00	0.00
2.	ADEM NPDES Permit and Monitoring Inspections	1	L.S.	\$4,681.00	\$4,681.00	1.00	\$4,681.00	0.00
3.	Type "B" Silt Fence	4,700	L.F.	\$5.46	\$25,662.00	1,510.00	\$8,244.60	-17,417.40
4.	Type II Floating Turbidity Barrier	250	L.F.	\$83.60	\$20,900.00	50.00	\$4,180.00	-16,720.00
5.	Temporary Stream Crossing	4	EA.	\$47,636.25	\$190,545.00	3.00	\$142,908.75	-47,636.25
6.	Clearing (Access Routes & Boardwalk Areas)	3.5	ACRE	\$44,722.86	\$156,530.01	3.50	\$156,530.01	0.00
7.	Boardwalk Over Existing Elevated Sewer (complete including supports, decking, and railing)	818	L.F.	\$503.17	\$411,593.06	783.00	\$393,982.11	-17,610.95
8.	West End Stream Crossing Boardwalk (complete including end supports, beams, decking, and railing)	36	L.F.	\$786.94	\$28,329.84	40.00	\$31,477.60	3,147.76
9.	Timber Boardwalk 36" or Less Height (complete including timber poles, posts, decking, and railing)	1,100	L.F.	\$124.61	\$137,071.00	1,093.00	\$136,198.73	-872.27
10.	Timber Boardwalk 3' - 5' Height (complete including timber poles, posts, crossbracing, decking, and railing)	900	L.F.	\$127.87	\$115,083.00	299.00	\$38,233.13	-76,849.87
11.	Timber Boardwalk 5' - 7' Height (complete including timber poles, posts, crossbracing, decking, and railing)	400	L.F.	\$130.43	\$52,172.00	611.00	\$79,692.73	27,520.73
12.	Timber Boardwalk 7' - 12' Height (complete including timber poles, posts, crossbracing, decking, and railing)	150	L.F.	\$190.85	\$28,627.50	516.00	\$98,478.60	69,851.10
13.	10" Diameter Fiberglass Pile (including pile cap, and P.T. 2"x12" boards for lateral bracing connected to existing piles)	120	L.F.	\$200.11	\$24,013.20	120.00	\$24,013.20	0.00
14.	Seeding and Mulching	3.5	ACRE	\$2,033.43	\$7,117.01	1.24	\$2,521.45	-4,595.55

ITEM NO.	DESCRIPTION OF ITEM	PLAN QUANTITY	UNIT	UNIT PRICE	PLAN TOTAL	ACTUAL QUANTITY	ACTUAL TOTAL	VARIANCE
	ADDITIVE ALTERNATE NO. 1							
1.	Use "Moisture Shield Pro" Composite in Lieu of P.T. SYP for Deck Boards & Top Handrails for Boardwalk Over Existing Elevated Sewer	818	L.F.	\$54.53	\$44,605.54	783.00	\$42,696.99	-1,908.55
2.	Use "Moisture Shield Pro" Composite in Lieu of P.T. SYP for Deck Boards & Top Handrails for West Emd Stream Crossing Boardwalk	36	L.F.	\$55.28	\$1,990.08	40.00	\$2,211.20	221.12
3.	Use "Moisture Shield Pro" Composite in Lieu of P.T. SYP for Deck Boards & Top Handrails for Timber Boardwalk 36" or Less Height	1,100	L.F.	\$42.00	\$46,200.00	1,093.00	\$45,906.00	-294.00
4.	Use "Moisture Shield Pro" Composite in Lieu of P.T. SYP for Deck Boards & Top Handrails for Timber Boardwalk 3' - 5' Height	900	L.F.	\$41.98	\$37,782.00	299.00	\$12,552.02	-25,229.98
5.	Use "Moisture Shield Pro" Composite in Lieu of P.T. SYP for Deck Boards & Top Handrails for Timber Boardwalk 5' - 7' Height	400	L.F.	\$42.15	\$16,860.00	611.00	\$25,753.65	8,893.65
6.	Use "Moisture Shield Pro" Composite in Lieu of P.T. SYP for Deck Boards & Top Handrails for Timber Boardwalk 7' - 12' Height	150	L.F.	\$53.00	\$7,950.00	516.00	\$27,348.00	19,398.00

ITEM NO.	DESCRIPTION OF ITEM	PLAN QUANTITY	UNIT	UNIT PRICE	PLAN TOTAL	ACTUAL QUANTITY	ACTUAL TOTAL	VARIANCE
	CHANGE ORDER NO. 1 STRUCTURAL MODIFICATIONS FOR ADD. ALT. NO. 1							
1.	Use "Moisture Shield Pro" Composite in Lieu of P.T. SYP for Deck Boards & Top Handrails for Boardwalk Over Existing Elevated Sewer	0	L.F.	\$9.20	\$0.00	783.00	\$7,203.60	7,203.60
2.	Use "Moisture Shield Pro" Composite in Lieu of P.T. SYP for Deck Boards & Top Handrails for West End Stream Crossing Boardwalk	0	L.F.	-\$4.25	\$0.00	40.00	-\$170.00	-170.00
3.	Use "Moisture Shield Pro" Composite in Lieu of P.T. SYP for Deck Boards & Top Handrails for Timber Boardwalk 36" or Less Height	0	L.F.	\$7.12	\$0.00	1,093.00	\$7,782.16	7,782.16
4.	Use "Moisture Shield Pro" Composite in Lieu of P.T. SYP for Deck Boards & Top Handrails for Timber Boardwalk 3' - 5' Height	0	L.F.	\$7.12	\$0.00	299.00	\$2,128.88	2,128.88
5.	Use "Moisture Shield Pro" Composite in Lieu of P.T. SYP for Deck Boards & Top Handrails for Timber Boardwalk 5' - 7' Height	0	L.F.	\$7.12	\$0.00	611.00	\$4,350.32	4,350.32
6.	Use "Moisture Shield Pro" Composite in Lieu of P.T. SYP for Deck Boards & Top Handrails for Timber Boardwalk 7' - 12' Height	0	L.F.	\$7.12	\$0.00	516.00	\$3,673.92	3,673.92

ADJUSTMENTS

1.	Credit for using No. 2 Framing Wood in lieu of No. 1						-\$1,000.00	-1,000.00
2.	General Condition Items previously included in underrun quantities						\$6,180.04	6,180.04

TOTAL AMOUNTS

\$1,367,062.24

\$1,317,108.69 - \$49,953.54

Recommended by: E. Leebrown
Engineer

Accepted by: Paul Rully
Contractor

Accepted by: _____
Owner

Accepted by: _____
Owner

TR
11/7/16

11-7-16
Date

11-7-16
Date

Date

Date

Res. No. _____, Summary Change Order with Cherokee Construction Co., Inc. for the construction of the Forever Wild Bridges and Boardwalks Project, continued.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

WHEREAS, \$500,000 was approved and appropriated to the 2016 Fiscal Year Budget for the repairing, reworking and lowering of water wells and the repairing and recoating of water tanks, and

WHEREAS, The City of Dothan by Resolution No. 2016-124 on May 3, 2016, awarded the bid and entered into a contract with Donald Smith Company of Headland, Alabama, who submitted the lowest responsible, responsive bid on the 2016 Water Well Refurbishment, in the total amount of \$288,846.00, and

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

WHEREAS, Change Order #2 (Final) resulting in a total deduct amount of \$16,458.00 is being requested and a completion date of October 13, 2016.

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

Section 1. That based upon the recommendation of the Dothan Utilities Director, the City of Dothan approve the Change Order #2 (Final) with Donald Smith Company to deduct \$16,458.00 from the original contract amount, resulting in a final contract price of \$272,388.00 and an increase of project time by 60 days resulting in a completion date of October 13, 2016, which said change order follows:

CHANGE ORDER No. 2 (FINAL)
REFURBISHMENT OF WATER WELLS
(WELL NUMBERS 11, 17 and 34)

November 15, 2016

To: Donald Smith Company, Inc.
 (Contractor)

You are hereby requested to comply with the following changes from the Contract Plans and Specifications:

Well No. 17

BID ITEM	BID QTY	ACTUAL QTY	DESCRIPTION	UNIT PRICE	DEDUCT	INCREASE
C	36	48	10' x 8" (0.322) Steel Column Pipe	\$230.00		\$2,760.00
E.	36	48	8" Steel Column Couplings	75.00		900.00
F.	36	24	8" Standard Rubber Centering Spider	10.00	(120.00)	
G.	36	12	3" x 1 - 15/16" Line Shaft Bearings	84.00	(2,016.00)	
H.	96	15	5' x 3" Schedule 80 Oil Tubes	90.00	(7,290.00)	
I.	36	3	10' x 1-15/16" C-1045 Line Shafts	150.00	(4,950.00)	
J.	36	5	1-15/16" Carbon Steel Line Shaft Couplings	32.00	(992.00)	
L.	12	0	10' x 8" (0.322) x 3" x 1-15/16" Complete Schedule 40 Column Assemblies	861.00	(10,332.00)	
N.	7	0	410 Stainless Steel Split Tapered Impeller Collets	91.00	(637.00)	
O.	7	2	Hydroflo 12DC Cast Iron intermediate pump bowl stages with impellers, stainless steel Collets, bearings, and wear rings	825.00	(4,125.00)	
T.	96	20	Labor and Equipment to face oil tubes per each-Complete	18.00	(1,368.00)	
		1	Add Epoxy Coat ID/OD Tnemc 140	16,800.00		16,800.00
		1	Deduct Scrap Sold	305.00	(305.00)	
Totals					(\$32,135.00)	\$20,460.00
Net Change						(\$11,675.00)

Well No. 11

BID ITEM	BID QTY	ACTUAL QTY	DESCRIPTION	UNIT PRICE	DEDUCT	INCREASE
A		1	Labor and equipment to remove the pump assembly, bail oil from well, perform video inspection of well, complete breakdown and inspection of entire pumping unit and provide detailed report of conditions and all materials per Change Order No. 1 (Res. 2016-270).	\$19,778.00	\$0.00	\$19,778.00
Total					\$0.00	\$19,778.00
Net Change					\$19,778.00	

TOTAL INCREASE: \$ 135,848.00
 TOTAL DECREASE: (\$ 152,306.00)
 NET DECREASE OF: (\$ 16,458.00)

The sum of \$ 16,458.00 is hereby subtracted from the contract and the total adjusted contract price to date is \$272,388.00.

Accepted by: Donald Smith Date: 11/9/16
 Donald Smith Company, Inc.

Recommended by: Lindsay Dowell Date: 11/9/16
 Dothan Utilities

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

Resolution No. _____ approving the Change Order #2 (Final) with Donald Smith Company, Inc. of Headland, Alabama, continued.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

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

Section 1. That the City of Dothan enters into an agreement with Motorola for warranty repair of the Motorola Astro 7.4 800 MHz P25 radio system at a cost of \$5,302.50 per month. The contract period is November 1, 2016 through December 31, 2017.

Section 2. That the City of Dothan approves the Memorandum of understanding between the City of Dothan and the Dothan City Board of Education for their portion of the radios, which said agreement and MOU follows:



THE CITY OF DOTHAN, ALABAMA

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

MIKE K. WEST
CITY MANAGER
mkwest@dothan.org

November 10, 2016

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

Board of Commissioners:

I will be presenting to you for your consideration a request to enter into an agreement with Motorola for the warranty repair of handheld radios and vehicular radios utilizing the Motorola Astro 7.4 800MHz P25 radio system costing \$5,302.50 monthly. The contract period is November 1, 2016 through December 31, 2017 for a total of \$74,235.00.

The staff recommends and I concur with the aforementioned request to enter into an agreement with Motorola for the warranty repair of handheld radios and vehicular radios utilizing the Motorola Astro 7.4 800MHz P25 radio system costing \$5,302.50 monthly and to implement this project.

Sincerely,

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

Michael K. West,
City Manager

CITY OF DOTHAN
Staff Report
for
Mayor and City Commissioners

PROJECT TITLE:	Motorola Radio Warranty Contract
DEPARTMENT:	Police
DEPARTMENT HEAD:	Steven L Parrish
REPORT PREPARED:	November 8 th 2016

PURPOSE

To enter into agreement with Motorola for the warranty repair of handheld radios and vehicular radios utilizing the Motorola Astro 7.4 800MHz P25 radio system costing \$5,302.50 monthly. The contract period is November 1, 2016 through December 31, 2017 for a total of \$74,235.00.

BACKGROUND

The current maintenance contract with Motorola pertaining to the City of Dothan's 800MHz radio system expired on October 31, 2016. The city radio system was under review and evaluation for proposed upgrade recommendations by a consultant per city resolution 2016-110 and by the Electronic Maintenance Division.

The expiring radio warranty portion cost(s) of the contract was \$1,521.81 per month. The cost(s) beginning November 1, 2016 will be \$5,302.50 per month. This increase is due to the age of the radios (8-10 years) and an increase in the quantity of radios covered from 1,616 radios to 2,121 radios. In addition, Dothan City Schools will fund their portion of the radios. Dothan City Schools currently utilizes 233 radios on the 800MHz 7.4 Astro 25 system and will fund \$582.50 per month or \$6,990.00 per year for the contract period. A memorandum of Understanding to be executed with Dothan City Schools, attached.

DISCUSSION

In the past, the infrastructure maintenance service agreement and the radio maintenance portion were combined into one contract. The infrastructure maintenance service agreement has been approved June 21, 2016, with the radio system upgrade, Resolution 2016-176. The service agreement is costing \$6,556.45 monthly from November 1, 2016-February 28, 2017 with no cost during March 1, 2017-Janary 2018. The overall maintenance cost will be less over the next twelve months for the city with the recent upgrade.



SERVICES AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 (800) 247-2346

Contract Number: S00001027203
 Contract Modifier:

Date: 6/10/2016

Company Name:	Dothan, City Of
Attn:	
Billing Address:	City Hall
City, State, Zip:	Dothan, AL, 36302
Customer Contact:	Randy Hall
Phone:	(334)615-4692

Required P.O.: No
 Customer #: 1011661263
 Bill to Tag #: 0001
 Contract Start Date: 11/01/2016
 Contract End Date: 12/31/2017
 Anniversary Day: Dec 31st
 Payment Cycle: MONTHLY
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT	
		***** Recurring Services *****			
1262	SVC01SVC1422C	LOCAL RADIO COMBO W/ CUSTOMER PICK UP	\$3,155.00	\$44,170.00	
682		XTS 2500	\$1,705.00	\$23,870.00	
100		XTL 2500	\$250.00	\$ 3,500.00	
77		XTL 1500	\$192.50	\$2,695.00	
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			Subtotal - Recurring Services	\$ 5,302.50	\$ 74,235.00
			Subtotal - One-Time Event Services	\$.00	\$.00
			Total	\$ 5,302.50	\$ 74,235.00
			Taxes	-	-
			Grand Total	\$ 5,302.50	\$ 74,235.00
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.					

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State

in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9. This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

**MEMORANDUM OF UNDERSTANDING
Between the City of Dothan, Alabama and
Dothan City Board of Education**

This Memorandum of Understanding is made and entered into this ____ day of November, 2016, by and between the City of Dothan and the Dothan City Board of Education. The agreement covers reimbursement to the City of Dothan for warranty and maintenance costs of 233 radios used by the Dothan City Schools billed under the City of Dothan's Motorola contract. The total to be reimbursed is \$2.50 per radio totaling \$582.50 per month November 1, 2016 through December 31st 2017. Beginning January 1, 2018 and ending December 31, 2019 a new contract will begin that will cost \$5.00 per radio totaling \$1165 per month.

WHEREAS, January 1, 2020, Motorola will no longer guarantee support of the XTL2500 and XTS2500 radios. During this period of time the City of Dothan Electronic Maintenance Division will seek arrangements with a third party vendor for repairs of the radios.

Dothan City School Radios

Time Frame	Qty	Cost/	Monthly Costs	14 Month Costs	2 Year Costs
11/1/2016 - 12/31/2017	233	\$2.50	\$582.50	\$8,155.00	n/a
1/1/2018 - 12/31/2019	233	\$5.00	\$1,165.00	n/a	\$27,960.00

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein.

City of Dothan, Alabama
Mike Schmitz, Mayor

Dothan City Board of Education
Dr. Charles Ledbetter, Superintendent

Date Signed

Date Signed

Resolution No. _____ Entering into an agreement with Motorola and MOU with Dothan City Board of Education, continued.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

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

Section 1. That the City of Dothan enters into an agreement with Motorola for maintenance and repair of the Motorola Astro 7.4 800 MHz P25 radio system at a cost of \$6,556.45 per month. The contract period is November 1, 2016 through February 28, 2017, 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

November 10, 2016

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

Board of Commissioners:

I will be presenting to you for your consideration a request to enter into agreement with Motorola for the maintenance and repair of the Motorola Astro 7.4 800MHz P25 radio system costing \$6556.45 per month. The contract period is November 1, 2016 through February 28, 2017 for a total of \$26,225.80.

The staff recommends and I concur with the aforementioned request to enter into agreement with Motorola for the maintenance and repair of the Motorola Astro 7.4 800MHz P25 radio system costing \$6556.45 per month and to implement this project.

Sincerely,

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

Michael K. West,
City Manager

CITY OF DOTHAN
Staff Report
for
Mayor and City Commissioners

PROJECT TITLE:	Motorola Maintenance Contract
DEPARTMENT:	Police
DEPARTMENT HEAD:	Steven L Parrish
REPORT PREPARED:	November 8, 2016

PURPOSE

To enter into agreement with Motorola for the maintenance and repair of the Motorola Astro 7.4 800MHz P25 radio system costing \$6556.45 per month. The contract period is November 1, 2016 through February 28, 2017 for a total of \$26,225.80.

BACKGROUND

The current maintenance contract with Motorola pertaining to the City of Dothan's 800MHz radio system expired on October 31st, 2016. On approximately Feb 28, 2017, the upgrades previously approved in June 2016, Resolution 2016-176, will be implemented by Motorola. This will trigger a warranty period for the newly upgraded system. If the upgrades are performed ahead of schedule the monthly payment will cease and the warranty period would begin. A separate contract addresses the warranty care for handheld radios and vehicular radios; this is due to the radios being an existing item that does not qualify for the upgrade warranty time period.

PREVIOUS COSTS AND FUTURE

The expiring contract costs were \$10,709.80 per month. This included the infrastructure support, handheld radio warranties, and vehicular radio warranties.



SERVICES AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 (800) 247-2346

Contract Number: S00001010956
 Contract Modifier:

Date: 6/10/2016

Company Name:	Dothan, City Of
Attn:	
Billing Address:	City Hall
City, State, Zip:	Dothan, AL, 36302
Customer Contact:	Randy Hall
Phone:	(334)615-4692

Required P.O.: No
 Customer #: 1011661263
 Bill to Tag #: 0001
 Contract Start Date: 11/01/2016
 Contract End Date: 2/28/2017
 Anniversary Day: Feb 28th
 Payment Cycle: MONTHLY
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
1	SVC01SVC1101C SVC051AD	INFRASTRUCTURE REPAIR WITH ADV REPL ASTRO25 MASTER SITE	\$2,644.01	\$10,576.04
2	SVC055AD	ASTRO25 REMOTE SITE	\$168.34	\$ 673.36
1	SVC057AD	ASTRO25 ISR SITE	\$58.96	\$ 235.84
1	SVC060AD	ASTRO25 DISPATCH SITE	\$84.17	\$ 336.52
	SVC01SVC1104C	TECHNICAL SUPPORT SERVICE		
1	SVC032AD	ASTRO25 MASTER SITE	\$2,857.05	\$ 11,428.20
2	SVC035AD	ASTRO25 REMOTE SITE	\$53.84	\$ 215.36
1	SVC037AD	ASTRO25 ISR SITE	\$26.92	\$ 107.68
1	SVC040AD	ASTRO25 DISPATCH SITE	\$73.21	\$ 292.84
	SVC01SVC1405C	NETWORK PREVENTATIVE MAINTENANCE A		
1	SVC118AD	ASTRO25 MASTER SITE	\$353.99	\$ 1,415.96
2	SVC121AD	ASTRO25 REMOTE SITE	\$117.98	\$ 471.92
1	SVC123AD	ASTRO25 ISR SITE	\$58.99	\$ 235.96
1	SVC126AD	ASTRO25 DISPATCH SITE	\$58.99	\$ 235.96

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS	Subtotal - Recurring Services	\$ 6,556.45	\$ 26,225.80
	Subtotal - One-Time Event Services	\$.00	\$.00
	Total	\$ 6,556.45	\$ 26,225.80
	Taxes	-	-
	Grand Total	\$ 6,556.45	\$ 26,225.80
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.			

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State

in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

Resolution No. _____ Entering into an agreement with Motorola continued.

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

PASSED, ADOPTED AND APPROVED on _____.

ATTEST:

City Clerk

Mayor

Associate Commissioner District 1

Associate Commissioner District 2

Associate Commissioner District 3

Associate Commissioner District 4

Associate Commissioner District 5

Associate Commissioner District 6
BOARD OF CITY COMMISSIONERS

RESOLUTION NO. _____

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

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

Section 1. That the Board of Commissioners does hereby approve payment of invoices for the month of October, 2016 in the amount of \$16,565,491.71.

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 2017 - 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	Pay Period Ending Dates
October	\$ 16,565,491.71	\$ 6,411,473.43	10/31/16	\$ 575,272.71	10/18/16	\$ 77,284.65	10/18/16	\$ 962,083.30	10/31/16	\$ 1,080,151.47	10/1/16 & 10/15/16
November											
December											
January											
February											
March											
April											
May											
June											
July											
August											
September	\$ 16,565,491.71	\$ 6,411,473.43		\$ 575,272.71		\$ 77,284.65		\$ 962,083.30		\$ 1,080,151.47	
		Power Purchase		\$ 7,064,030.79				5.81%		6.52%	
				42.64%				% of Total Accounts Payable		% of Total Accounts Payable	
				% of Total Accounts Payable				% of Total Accounts Payable		Includes Employer Contribution & Employee Payroll Deduction	
Average	\$ 16,565,491.71										

*Check typed according to payroll ending date.

**In FY2017 amount reported as BCBS is amount paid for claims and administration fees.

RESOLUTION NO. _____

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

Section 1. That the Board of Commissioners does hereby award bids 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 \$423,431.00 is appropriated in FY 2017 to the Utility Fund/Dothan Utilities/Electric/Maintenance Electric System/Public Utilities/Other Services/Professional Services, Account Number 401-8117-581.30-42, for 2017 Vegetation Management Services. This appropriation is to be funded by increasing the Utility Fund/Non-Revenue Receipts/Utilization of Fund Balance, Account Number 401-0000-391.01-00 by the sum of \$423,431.00.

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
November 15, 2016
EXHIBIT "A"
BIDS TO BE AWARDED

DEPARTMENT	BID#	#ITB ¹	ITEM	VENDOR	AMOUNT
Dothan Utilities Electric	16-074	50	<p><i>Vegetation Management Services, Per City of Dothan Bid Specifications:</i></p> <p><i>Hourly Rates:</i></p> <p>1) Foreman: <u>\$27.50</u></p> <p>2) Climber/Operator: <u>\$22.50</u></p> <p>3) Aerial Lift 2 WD 67' Truck Without Chipper Body: <u>\$23.20</u></p> <p>4) Tandem Loader 40 Yard Truck Without Chipper Body: <u>\$40.70</u></p> <p>5) Power Saw: <u>\$.91</u></p> <p><i>Cost Per 2.5 Gallons:</i></p> <p>6) Stump Treatment, Gallon 4 Ultra or Equal: <u>\$78.71</u></p> <p><i>Hourly Rates:</i></p> <p>7) Aerial Lift 2WD 55' Truck With Chipper Body: <u>\$16.31</u></p> <p>8) Aerial Lift 2WD 55' Truck Without Chipper Body: <u>\$17.41</u></p> <p>9) Pickup/Support Truck 4WD: <u>\$12.20</u></p> <p>10) Aerial Lift 4 WD 67' Truck Without Chipper Body: <u>\$31.00</u></p> <p>11) Aerial Lift 4WD 55' Truck Without Chipper Body: <u>\$24.32</u></p> <p>12) 60HP Tractor 4 WD W/16' Cutter: <u>\$23.14</u></p> <p>13) 70 Feet Jarraff/Skytrim: <u>\$42.79</u></p> <p>14) 12" Chipper: <u>\$4.56</u></p> <p>15) Semi Truck and Lowboy 35 Ton: <u>\$40.35</u></p> <p>16) Marsh Master W/6' Hydraulic Cutter: <u>\$42.85</u></p> <p>17) 40HP Stump Grinder: <u>\$21.57</u></p> <p>18) Shinn Rotary Cutter/400 HP Excavator: <u>\$348.10</u></p> <p>19) Barko 300 HP W/Fecon Cutter: <u>\$260.19</u></p> <p>20) 90 HP Skid Steer W/Fecon Drum Mulching Head: <u>\$82.37</u></p> <p>21) 9 Ton Tilt Equipment Trailer: <u>\$4.10</u></p> <p>22) Row Spray Arsenal/Accord/Clean-Cut/Hour: <u>\$108.44</u></p> <p><i>Hourly Rates Per Acre:</i></p> <p>23) Row Spray Arsenal/Accord/Clean-Cut/Acre: <u>\$236.55</u></p> <p>Estimated Total Cost: <u>\$1,070,430.50³</u></p>	Asplundh Tree Expert Co. Alabaster, AL.	See Price In Description



CITY OF DOTHAN, ALABAMA
November 15, 2016
EXHIBIT "A"
BIDS TO BE AWARDED (continued)

DEPARTMENT	BID#	#ITB ¹	ITEM	VENDOR	AMOUNT
General Services Citywide	16-077	13	<p><i>Pest Control Services for City Buildings & Facilities</i>, Per Bid Specifications:</p> <p>Monthly Cost Pest Control Services: <u>\$2,030.00</u> 893,728 Square Feet Treated (more or less) Estimated Annual Cost: <u>\$24,360.00</u> Monthly Cost Bait Boxes: <u>\$183.00</u></p> <p>Quantity 122, Estimated Annual Cost; <u>\$2,196.00</u> Cost to Maintain each Bait Box: <u>\$1.50</u> Cost for New Replacement or Additional Bait Boxes: <u>\$18.00</u> Quarterly Cost Spider Treatment: <u>\$320.00</u> Estimated Annual Cost: <u>\$1,280.00</u> Quantity 8 Fire Station bays. See bid tabulation for details per location.</p>	Knox Pest Control Dothan, AL.	See Price In Description

OTHER PURCHASES over \$15,000

DEPARTMENT	ITEM	VENDOR	AMOUNT
Administration Legal	<p><i>Professional Legal Services</i>² Claim Number 2003132, Personnel Board v Ivan K. Gray Invoice Dated 10/17/16: <u>\$85.05</u></p>	Maynard, Cooper & Gale, Birmingham, AL	\$ 85.05
Dothan Utilities Electric	<p><i>Engineering Services & Rental of M4100 Analyzer:</i> Professional Services & Sole Source Provider of Analyzer</p>	Doble Engineering Co. Watertown, MA.	\$ 26,720.00
Information Technology Citywide Computer	<p><i>IBM Annual Maintenance, Professional Services:</i> <i>IBM 8204 City Box Maintenance:</i> Total Price: <u>\$45,972.46</u> <i>IBM High Availability 8202:</i> Total Price: <u>\$28,579.39</u></p>	The Riley Group Dothan, AL.	\$ 74,551.85
Information Technology Citywide Telephone	<p><i>Cell Phone Service & Push-to-Talk for Public Safety: 11/16-9/17</i> State of Alabama T-129 Contract</p>	Southernlinc Wireless Dothan, AL.	\$143,000.00
General Services Fleet for Public Works Environmental	<p><i>Refuse Trucks:</i> NJPA Co-operative Contract Quantity 2, Unit Cost: <u>\$242,300.00</u> each Replacing Units 8005 & 8006</p>	Ingram Equipment Pelham, AL.	\$484,600.00



OTHER PURCHASES over \$15,000 (Continued)

DEPARTMENT	ITEM	VENDOR	AMOUNT
Information Technology Citywide Computer	<p>Personal Computers and Servers, as Awarded by State of Alabama T-531: Prices are estimated. Prices may differ due to item configuration. All quantities listed are more or less.</p> <p>Desktops: Quantity 40, Unit Price: <u>\$1,600.00</u> Total Price: <u>\$64,000.00</u></p> <p>Laptop/Notebook/Dock: Quantity 15, Unit Price: <u>\$2,000.00</u> Total Price: <u>\$30,000.00</u></p> <p>Tablets/Slates: Quantity 2, Unit Price: <u>\$1,700.00</u> Total Price: <u>\$3,400.00</u></p> <p>Server: Quantity 2, Unit Price: <u>\$13,000.00</u> Total Price: <u>\$26,000.00</u></p>	Dell Marketing, L.P. Round Rock, TX	\$123,400.00
DEPARTMENT	ITEM	VENDOR	AMOUNT
Information Technology Citywide Computer	<p>Personal Computers and Servers, as Awarded by NJPA Co-operative Contract Number 100614-CDW: Prices are estimated. Prices may differ due to item configuration. All quantities listed are or more.</p> <p>Network Switch w/Fiber Port: Quantity 4, Unit Price; <u>\$5,000.00</u> Total Price: <u>\$20,000.00</u></p> <p>Network Switch w/Copper Port: Quantity 6, Unit Price; <u>\$3,500.00</u> Total Price: <u>\$21,000.00</u></p> <p>Desktops: Quantity 40, Unit Price: <u>\$1,600.00</u> Total Price: <u>\$64,000.00</u></p> <p>Laptop/Notebook/Dock: Quantity 15, Unit Price: <u>\$2,000.00</u>, Total Price: <u>\$30,000.00</u></p> <p>Tablets/Slates: Quantity 2, Unit Price: <u>\$1,700.00</u> Total Price: <u>\$3,400.00</u></p> <p>Network Attached Storage/Storage Area Network: Quantity 2, Unit Price: <u>\$32,000.00</u> Total Price: <u>\$64,000.00</u></p> <p>Server: Quantity 2, Unit Price: <u>\$13,000.00</u> Total Price: <u>\$26,000.00</u></p>	CDW Government, LLC. Vernon Hills, IL.	\$228,400.00

Notes:

¹ITB-Invitations to Bid

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

³ Dothan Utilities has \$647,000 in their 2017 budget for Vegetation Management Services.

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>
Deanna Watford	28 th Annual Governmental Accounting & Auditing Forum Birmingham, AL	\$ 702.00
Stephanie Tillery Renee Skipper James Leblanc	Certified Euthanasia Training Huntsville, AL	\$ 1,255.00
Ronald Hall	Polygraph Training Program Selma, AL	\$ 9,580.00
Lisa Reeder Romona Marcus	Government Finance Officers Association Annual Conference Denver, CO	\$ 4,362.84
Steve Parrish	Alabama Association of Chiefs of Police (AACOP) 2017 Winter Conference Montgomery, AL	\$ 766.63

CITY OF DOTHAN
PUBLIC WORKS DEPARTMENT
ENGINEERING SERVICES

MEMORANDUM

TO: Tammy Danner, City Clerk

FROM: Jerry W. Corbin, P.E., Public Works Director 

DATE: November 9, 2016

SUBJECT: Documents for Commission Agenda – Right of Way (ROW) warranty deeds on Denton Road for ROW for the Denton Road Bridge Replacement Project (ALDOT Project No. ALBR58519-ATRP (010), ATRP No. 35-02-12).

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

Warranty Deed
Troy Lee and Jenell Walsingham, Tract 27
LaVista, LLC, Tract 31
WMJSHR, LLC, Tract 30
Denton Road United Methodist Church, Tract 28
Cedar Heights, LLC, Tract 32
Jerry J. and Helen J. Flucker, Tract 33

Account No. 001-2325-523.30-42

JWC/LBB/amd
Attachments