

**AGENDA
APRIL 15, 2024
CITY COUNCIL MEETING**

The Enterprise City Council will convene in Regular Session at 6:00 p.m., Tuesday, April 15, 2025, at Enterprise Civic Center.

ROLL CALL.....President

OPENING PRAYER & PLEDGE OF ALLEGIANCE.....President

APPROVAL OF AGENDA.....President

Call for a motion to approve the agenda of the meeting as submitted.

CONSIDERATION OF CONSENT AGENDA.....President

All matters listed within the Consent Agenda have been distributed to each member of the Council for review, are considered to be routine, and will be enacted by one motion of the City Council with no separate discussion. If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request of a member of the City Council. Call for a motion to approve the Consent Agenda as presented:

- City Council Meeting Minutes of April 1, 2025
- Contract Billings in the amount of **\$17,499.43** as follows:
Poly, Inc. -
Invoice No. 20876 - \$17,499.43 – Engineering/Design – FY25 Resurfacing, Phase V
- Travel Requests as follows:
Airport
Anthony Amos
Proper Fuel Handling & Quality Assurance Training
Birmingham, Alabama
July 15-16, 2025
Estimated Cost: \$600.00

MAYORAL PROCLAMATION – Civitan Awareness Month.....President

Call upon Mayor Cooper, who will read a proclamation designating the month of April as Civitan Awareness Month in the City of Enterprise.

PRIVILEGE OF THE FLOOR (Persons allowed 3 minutes to address the Council).....President

STAFF REPORTS.....President

OLD BUSINESS

PUBLIC HEARING & CONSIDERATION/ORDINANCE 03-18-25.....President
(Bray Rezone)

Call for a public hearing prior to consideration of Ordinance 03-18-25, providing to rezone 3.59 acres of land owned by Richard Bray from M-2 (General Industrial District) to R-1 (Low Density Single Family Residential District) located on Coppinville Road.

At the close of the hearing, call for consideration of Ordinance 03-18-25.

REQUEST PERMISSION TO REJECT BIDS/AUTHORIZE REBID.....President
(Irrigation Well/Multipurpose Recreational Complex)

Introduce and call for consideration of a request from Consulting Engineer Glenn Morgan to reject all bids received for the installation of an irrigation well at the Enterprise Multipurpose Recreational Complex. The lowest base bid received was submitted by Donald Smith Company, Inc. in the amount of \$862,568.00. Since this amount exceeds the funds available for the project, further authorization is requested to review the scope of the project and authorize rebidding.

NEW BUSINESS

INTRODUCE ORDINANCE 04-15-25.....President
(Establish Voting & Polling Place)

Introduce Ordinance 04-15-25, providing to establish E.A. “Moose” Hope Gymnasium, 421 East Lee Street, as the voting and polling place for all municipal elections in the City of Enterprise.

***** If Council’s desire is to consider ordinance, suspension of the rules is necessary prior to consideration. Otherwise, the ordinance will be introduced and layover for consideration at the next regular meeting.***

INTRODUCE ORDINANCE 04-15-25-A.....President
(Establish Qualifying Fees/2025 Municipal Election)

Introduce Ordinance 04-15-25-A, providing for the establishment of \$50 as the qualifying fee for the 2025 municipal election.

**** If Council's desire is to consider ordinance, suspension of the rules is necessary prior to consideration. Otherwise, the ordinance will be introduced and layover for consideration at the next regular meeting.**

INTRODUCE ORDINANCE 04-15-25-B.....President
(Establish Use of Electronic Vote Counting Devices)

Introduce Ordinance 04-15-25-B, providing for the establishment of the use of electronic vote counting systems in all municipal elections. Ordinance 04-15-25-B further provides that for all elections held subsequent to the passage of this ordinance, the use of the same type devices used in Coffee County, Alabama elections, a system which complies with Section 17-7-21 of the Code of Alabama.

**** If Council's desire is to consider ordinance, suspension of the rules is necessary prior to consideration. Otherwise, the ordinance will be introduced and layover for consideration at the next regular meeting.**

REVIEW & CONSIDER RESOLUTION 04-15-25.....President
(ALDOT Agreement/Roadway Lighting)

Introduce and call for consideration of Resolution 04-15-25, providing for an agreement between the City of Enterprise and the State of Alabama, acting by and through the Alabama Department of Transportation, for the installation of roadway lighting on AL-27 North. Resolution 04-15-25 further authorizes the Mayor to execute the agreement for and on behalf of the City.

REVIEW & CONSIDER RESOLUTION 04-15-25-A.....President
(Accept Streets/Bella Woods Subdivision, Phase II)

Introduce and call for consideration of Resolution 04-15-25-A, providing to accept for maintenance the streets and other public easements/improvements which are expressly shown on the final plat of Bella Woods Phase II Subdivision as public dedications, subject to the contingencies and matters as set out in the April 9, 2025 letter from Thomas Hardy to the Council.

AUTHORIZE MAYOR TO EXECUTE AGREEMENT.....President
(Poly, Inc./2025 TAP Sidewalk Project)

Call for a motion to authorize the Mayor to execute an agreement with Poly, Inc. for design and bid phase services related to the installation of sidewalks along Bellwood Road from SR-192 (US-84 Bypass) to SR-27 (Geneva Highway) and along George C. Wallace Drive from Bellwood Road to the Enterprise Multipurpose Recreational Complex, at a not to exceed cost of \$85,125.01.

AUTHORIZE MAYOR TO EXECUTE AGREEMENT.....President
(Barge Design Solutions, Inc./Corporate Hangar)

Call for a motion to authorize the Mayor to execute an agreement with Barge Design Solutions, Inc. in the amount of \$144,297.00 for engineering design services related to the construction of a new corporate hangar at Enterprise Municipal Airport.

AUTHORIZE MAYOR TO EXECUTE AGREEMENT.....President
(KPS Group/Rucker Boulevard Corridor Study)

Call for a motion to approve an agreement with KPS Group for the preparation of a plan for the Rucker Boulevard Corridor Study, and further authorize the Mayor to execute the final agreement consistent with the proposal.

AUTHORIZE MAYOR TO EXECUTE LEASE AGREEMENT.....President
(Strickly Teas/Main Street Incubator)

Call for a motion to authorize the Mayor to execute an agreement between the City of Enterprise and Strickly Teas for the lease of the Main Street Incubator located at 123 South Main Street per the terms of the lease agreement.

AUTHORIZE MAIN STREET ALABAMA MEMORANDUM OF AGREEMENT.....President

Call for a motion to authorize a Memorandum of Agreement between the City of Enterprise and Main Street Alabama for the City’s participation in the Main Street Program. The term of the agreement is for one calendar year, beginning June 1, 2025 and ending on May 31, 2026.

**REQUEST AUTHORIZATION TO ENTER INTO CONTRACT.....President
(Southern Earth Sciences, Inc./Asbestos Testing)**

Introduce and call for consideration of a request from David Ewing, Grant Administrator, to enter into a contract with Southern Earth Sciences, Inc. in the amount of \$675.00 per structure for asbestos inspection and testing of all properties slated for demolition and clearance under the 2024 CDBG Demolition Project. All inspection and testing fees will be paid for with CDBG grant funds. Other bids received are as follows:

- Environmental Material Consultants, Inc. \$850.00 per structure

REQUEST PERMISSION TO SEEK BIDS – 2024 CDBG Demolition Project.....President

Introduce and call for consideration of a request from City Engineer/Public Works Director Barry Mott to seek bids for all phases of the 2024 CDBG Demolition Project. Bids will be advertised and conducted by Ewing-Conner & Associates and will take place in phases.

CONSIDER BOARD APPOINTMENT – Enterprise City School Board, Seat 5.....President

Call for nominations to the Enterprise City School Board, Seat 5, for a five-year term in accordance with Section 16-11-3 of the Code of Alabama commencing on the date of the next regular meeting of the Board in June of this year.

**INTRODUCE ABC LICENSE REQUEST.....President
(Murphy USA 5690)**

Introduce a request from Murphy Oil USA Inc. d/b/a Murphy USA 5690 for a Retail Beer and Retail Wine (Off Premises Only) license located at 600 Boll Weevil Circle, Suite 9.

Call for a public hearing to be held at the regular meeting scheduled for May 6, 2025.

MAYORS REPORT.....President

COUNCIL MEMBER COMMENTS.....President

ADJOURNMENT: 5:00 p.m., Tuesday, May 6, 2025 Council Work Session.....President

ADDENDUM:

TO: MAYOR AND CITY COUNCIL
FROM: BEVERLY SWEENEY, CITY CLERK
RE: CONSENT AGENDA FOR APRIL 15, 2025 COUNCIL MEETING
DATE: APRIL 11, 2025

By approving the Consent Agenda, you will cumulatively approve the following items as presented in your packets:

- A. City Council Meeting Minutes of April 1, 2025

- B. Contract Billings in the amount of **\$17,499.43** as follows:
Poly, Inc. -
Invoice No. 20876 - \$17,499.93 – Engineering/Design – FY25 Resurfacing, Phase V

- C. Travel Requests as follows:
Airport
Anthony Amos
Proper Fuel Handling & Quality Assurance Training
Birmingham, Alabama
July 15-16, 2025
Estimated Cost: \$600.00

CITY COUNCIL MEETING MINUTES OF APRIL 1, 2025

The Enterprise City Council convened in Regular Session at 6:00 p.m., Tuesday, April 1, 2025, at Enterprise Civic Center.

PRESENT: Council President Turner Townsend, District #5
Council President Pro-Tem Sonya W. Rich, District #1
Council Member Eugene Goolsby, District #2
Council Member Greg Padgett, District #3
Council Member Scotty Johnson, District #4

ALSO PRESENT: Mayor William E. Cooper
City Administrator Jonathan Tullos
City Clerk Beverly Sweeney was present and kept the minutes.

ROLL CALL – Council President Townsend noted that all Council Members were present.

APPROVAL OF AGENDA

The President called for a motion to approve the agenda of the meeting as submitted. Council Member Johnson moved to approve the agenda of the meeting as submitted. Council Member Goolsby seconded the motion. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

CONSIDERATION OF CONSENT AGENDA

The President called for a motion to approve the Consent Agenda as presented:

- City Council Work Session Minutes of March 18, 2025
- City Council Meeting Minutes of March 18, 2025
- Accounts Payable (A) for March 2025 in the amount of **\$1,628,504.78** as follows:
City of Enterprise - \$1,432,382.70 Water Works Board - \$196,122.08
- Accounts Payable (B) for March 2025 in the amount of **\$903.00** as follows:
- City of Enterprise - \$903.00
- Contract Billings in the amount of **\$610,697.35** as follows:
Hollon Contracting, LLC -
Application No. 13-Retainage - \$83,341.85 – Construction – Corporate Hangar
Ardurra Group, Inc. -
Invoice No. 147147 - \$10,284.00 – Professional Services – 2024 WWTF Upgrades
Wiregrass Construction Company, Inc. -
Estimate No. 14 - \$427,602.41 – Construction – FY22 Resurfacing/Phase III(A)
Lewis, Inc. -
Estimate No. 4 - \$69,742.87 – Construction – 2022 TAP Sidewalk Project
Poly, Inc. -
Invoice No. 20847 - \$11,430.33 – CE&I – 2022 TAP Sidewalk Project
Invoice No. 20867 - \$1,468.85 – Engineering/Design – FY22 Resurfacing/Phase III(A)
Invoice No. 20868 - \$1,827.04 – Construction Services – Dozier Road Improvements
Ewing-Conner and Associates, Inc. -
Invoice No. 1 - \$5,000.00 – Contract Administrative Services – 2024 CDBG Demo Project
- Request to Sell/Dispose/Donate Inventory as follows:
Fire Department
(6) Chairs – City ID #6228, 6233, 6234, 6229, 6230, 6227
(6) Chairs – City ID #2398, 3610, 2394, 3611, 2393, 3608
(4) Bed Frames – City ID #5993, 5992, 5994, 5998
(4) Box Springs – No City ID #
(4) Mattresses – No City ID #
(3) Dressers – City ID #5995, 5997, 5996
(2) End Tables – City ID # 5991 and No City ID #
(5) Drink Coolers – No City ID #
(8) Hand Lights – No City ID #
(1) Hose Dryer – No City ID #

Municipal Court
(1) Brother Printer – City ID #02955
(1) HP Laser Jet Printer – City ID #06555
(1) White Roller Cart – No City ID #
(1) Fellows Shredder – City ID #06560

CONSENT AGENDA (Continued):**Airport/Public Works**

- (1) 1998 Chevrolet Silverado VIN No. 1GCFC24M0WZ252720
- (1) 1990 Ford F700 Fuel Truck VIN No. 1FDPF70H5LVA08352
- (1) 2005 Ford F150 VIN No. 1FTRF12W85NA81546
- (1) 2004 Ford F150 VIN No. 2FTRF17254CA14803
- (1) 2007 Ford F150 VIN No. 1FTRF12W57NA39581
- (1) 2005 Ford F150 VIN No. 1FTNF20505EB79257
- (1) 2006 Heil Python Garbage Truck VIN No. 1HTWCAZR86J369459
- (1) 2008 Heil Python Garbage Truck VIN No. 1HTWCAZR68J677099
- (1) 2010 Ford F150 VIN No. 1FTMF1CW0AKC17821
- (1) 2007 Ford F150 VIN No. 1FTRX12W17NA57136
- (1) 1994 Ford F800 Dump Truck VIN No. 1FDXK84E9RVA43292
- (1) 1999 Dodge Ram 2500 VIN No. 3B6KC26Z6XM584935
- (1) 2004 Ford F150 VIN No. 2FTRF17294CA14772
- (1) 2005 Alamo Bush Hog Serial No. 0091
- (1) 2009 Alamo Bush Hog Serial No. 10410
- (1) 2012 Ford F450 VIN No. 1FD0W4HT3CEC70461

Council Member Goolsby moved to approve the Consent Agenda as presented. Council Member Padgett seconded the motion. Council President Townsend indicated that Accounts Payable (B) included payments to Townsend Building Supply, a company in which he has an interest, and noted he would abstain from voting. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Abstain. The President declared the motion carried.

MAYORAL PROCLAMATION – Month of the Military Child

Mayor Cooper, joined by U.S. Army Fort Novosel & AVCOE leaders and military children, read a proclamation declaring April 2025 as "Month of the Military Child" in the City of Enterprise.

MAYORAL PROCLAMATION – Community College Month

Mayor Cooper, accompanied by Enterprise State Community College President Danny Long and staff members, read a proclamation declaring April 2025 as "Community College Month" in the City of Enterprise.

CONSIDER PERMIT REQUEST (Beacon of Hope ABA/Autism Acceptance Festival)

The President introduced and called for consideration of a request on behalf of Javier Delgado, representing Beacon of Hope ABA, to obtain a permit for the following event:

- Autism Acceptance Festival – Bates Memorial Stadium
Event Time/Date: 8:00 a.m. – 1:00 p.m., Saturday, April 26, 2025
Rain Date: Saturday, May 3, 2025

Council Member Johnson moved to approve the permit request as submitted. Council Member Padgett seconded the motion. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

REQUEST TO ADDRESS COUNCIL/PERMIT REQUEST (Stephanie Brumberg/Military, Mutts & Music)

The President recognized Stephanie Brumberg, representing Friends of Main Street/Downtown Enterprise Business Association, who requested to address the Council to obtain a permit for the following event:

- Military, Mutts & Music
Event Time/Date: 11:00 a.m. – 4:00 p.m., Saturday, May 10, 2025
Street Closure: 9:00 a.m. – 5:00 p.m.
Closure Area: East & West College Street
Rain Date: Saturday, May 17, 2025

****Previously approved by the Council on December 17, 2024. Amended to reflect a name change and date for the event****

PERMIT REQUEST (Continued):

Council Member Goolsby moved to approve the permit request as submitted. Council Member Padgett seconded the motion. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

CONSIDER PERMIT REQUEST (Christian Mission 5K Run)

The President introduced and called for consideration of a request on behalf of Amanda Simmons, representing Christian Mission Centers, Inc., to obtain a permit for the following event:

- Christian Mission 5K Run
Event Time/Date: 8:00 a.m. – 12:00 p.m., Saturday, June 28, 2025
Street Closure: 8:00 a.m. – 10:00 a.m.
Closure Area: Alberta Street, Feagin Street, and Airport Road
Rain Date: Saturday, July 5, 2025

Council Member Rich moved to approve the permit request as submitted. Council Member Johnson seconded the motion. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

REQUEST TO ADDRESS COUNCIL/PERMIT REQUEST (Brett Woodruff/Jeep Round Up)

The President recognized Brett Woodruff, representing Mitchell Chrysler Dodge Jeep Ram, who requested to address the Council to obtain a permit for the following event:

- Jeep Round Up
Event Time/Date: 6:00 p.m. – 9:00 p.m., Saturday, September 20, 2025
Street Closure: 6:00 p.m. – 9:00 p.m.
Closure Area: College Street, Easy Street, and South Edwards Street from Grubbs to 27

Council Member Rich moved to approve the permit request as submitted. Council Member Padgett seconded the motion. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

PRIVILEGE OF THE FLOOR (Persons allowed 3 minutes to address the Council)

No one requested to address the Council.

STAFF REPORTS

No reports were presented.

OLD BUSINESSREVIEW & CONSIDER ORDINANCE 03-18-25-A (Personnel Rules & Regulations)

The President called for consideration of Ordinance 03-18-25-A, providing to repeal Ordinance 10-16-01, as amended, and to adopt rules and regulations governing personnel actions and establish the procedures for the administration of the same.

Council Member Padgett moved to adopt Ordinance 03-18-25-A. Council Member Johnson seconded the motion. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried and Ordinance 03-18-25-A duly passed and adopted.

NEW BUSINESSPUBLIC HEARING & CONSIDERATION/RESOLUTION 04-01-25 (Declare Weed Nuisance & Direct Abatement)

The President called for a public hearing as advertised, posted, and served prior to consideration of Resolution 04-01-25, declaring the following property, which is overgrown with weeds, scrub, wild bushes, grass, and other vegetable growth, as injurious to the health, safety, and welfare of the community as a nuisance, and ordering the property to be abated:

- 0 Curry Alley

PUBLIC HEARING (Continued):

Council President Townsend opened the public hearing for public comment from anyone wishing to speak on the matter, and there were none. The President then closed the public hearing and asked if the Mayor, City Council, City Clerk, and City Staff present had received any written objections to the proposed removal of weeds. Hearing none, the President called for consideration of Resolution 04-01-25, declaring the above-listed property as a nuisance and ordering its abatement.

Council Member Goolsby moved to adopt Resolution 04-01-25. Council Member Padgett seconded the motion. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried and Resolution 04-01-25 duly passed and adopted.

REVIEW & CONSIDER CHANGE ORDER NO. 2 – FINAL (FY22 Resurfacing Improvements, Phase III(A))

The President introduced and called for consideration of Change Order No. 2 – Final submitted by Poly, Inc. for a decrease of \$328,153.11 in the total contract amount with Wiregrass Construction Company, Inc. for FY22 Resurfacing Improvements, Phase III(A). The change order increases the contract substantial completion time by 83 calendar days and adjusts the total contract amount to \$4,276,024.14.

Council Member Johnson moved to approve the Change Order as submitted. Council Member Rich seconded the motion. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

REVIEW & CONSIDER POLY, INC. TASK ORDER NO. 63 (Pre-Demolition Asbestos Reports)

The President introduced and called for consideration of the approval of Task Order No. 63 to Poly, Inc. for pre-demolition asbestos sampling, testing, and reporting at a cost not to exceed \$75,000.00.

Council Member Rich moved to approve Task Order No. 63 as submitted. Council Member Goolsby seconded the motion. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

AUTHORIZE MAYOR TO EXECUTE AGREEMENT (Volkert, Inc./Boll Weevil Circle Widening)

The President called for a motion to authorize the Mayor to execute an agreement with Volkert, Inc. for engineering and design services related to the widening of Boll Weevil Circle between Highway 27 South and Highway 84 on the north side.

Council Member Padgett moved to authorize the Mayor to execute the agreement as submitted. Council Member Johnson seconded the motion. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

AUTHORIZE POLICE CHIEF TO EXECUTE MEMORANDUM OF UNDERSTANDING (Transaction Record Analysis Center)

The President called for a motion to authorize the Police Chief to execute a Memorandum of Understanding between the Enterprise Police Department and the Transaction Record Analysis Center (“TRAC”) related to the investigation of crimes of theft conducted through the wiring of money from one destination to another.

Council Member Rich moved to authorize the Police Chief to execute the Memorandum of Understanding as submitted. Council Member Johnson seconded the motion. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

AUTHORIZE POLICE CHIEF TO EXECUTE MEMORANDUM OF UNDERSTANDING (South Central Alabama Mental Health Board, Inc.)

The President called for a motion to authorize the Police Chief to execute a Memorandum of Understanding between the Enterprise Police Department and South Central Alabama Mental Health Board, Inc. The agreement outlines the terms for mutual assistance and support between law enforcement personnel and the South Central Alabama Mental Health Board staff during mental health crisis situations.

Council Member Johnson moved to authorize the Police Chief to execute the Memorandum of Understanding as submitted. Council Member Padgett seconded the motion. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

REQUEST FOR IMPROVEMENTS TO SPLASH PAD

The President introduced and called for consideration of a request from Blake Moore, Director of Community Services and Recreation, to approve the purchase of the following FY25 budgeted items for improvements to the Splash Pad at Johnny Henderson Family Park:

- One (1) Chemical Controller (equipment only) from Hawkins, Inc. for \$5,500.00
- One (1) SCADA RTU platform at \$3,985.00 and \$35.00 monthly service fee from HighViz LLC

Council Member Padgett moved to approve the purchase request as submitted. Council Member Johnson seconded the motion. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

RECESS REGULAR SESSION

The Regular Session was recessed at 6:30 p.m. and convened into the E-911 Board Meeting.

RECONVENE IN REGULAR SESSION

The Regular Session was reconvened at 6:35 p.m., following adjournment of the E-911 Board Meeting.

MAYORS REPORT

Mayor Cooper presented updates and announcements from various departments and events.

COUNCIL MEMBER COMMENTS

Council Members expressed their appreciation for the military families and Enterprise State Community College, thanked meeting attendees, and citizens watching online.

ADJOURNMENT

There being no further business before the Council, the President declared the Regular Session adjourned at 6:40 p.m.

Turner Townsend
Council President

Beverly Sweeney
City Clerk

CONTRACT BILLINGS REGISTER
APRIL 15, 2025

1. **Poly, Inc. -**

Invoice No. 20876 - \$17,499.43 – Engineering/Design – FY25 Resurfacing, Phase V

TOTAL CONTRACT BILLINGS - \$17,499.43



INVOICE

Poly, Inc.
P.O. Box 837 - Dothan, AL 36302
1935 Headland Ave. - Dothan, AL 36303
Telephone: 334.793.4700
Fax: 334.793.9015
www.poly-inc.com

The City of Enterprise
PO Box 311000
Enterprise, Alabama 36331-1000

INVOICE : 20876
DATE: 03/31/25
TERMS: NET 30 Days
JOB NO.: 11-477

Attn: Mrs. Beverly Sweeney, City Clerk

FOR PROFESSIONAL SERVICES RENDERED AS FOLLOWS:

Re: FY25 Resurfacing Improvements - Phase V

Engineering design services rendered under Task Order No. 60 for FY25 Resurfacing Improvements:

Construction Contract Amount - \$1,267,589.00

Amount Due Preliminary Design Phase:

\$1,267,589 x .50% x **100%** \$6,337.95

Amount Due Final Design Phase:

\$1,267,589 x 3.25% x **100%** \$41,196.64

Amount Due Bidding Phase:

\$1,267,589 x .25% x **50%** \$1,584.49

Additional Services:

Advertisement Cost - Enterprise Ledger \$255.35

Total Amount \$49,374.43

Less Previous Payments \$31,875.00

Amount Due This Invoice **\$17,499.43**

Approve
BMott
4/9/2025

Please Remit To: Poly, Inc., P.O. Box 837, Dothan, AL 36302

THANK YOU FOR YOUR BUSINESS!

**TRAVEL REQUESTS
CITY COUNCIL MEETING
APRIL 15, 2025**

Airport

Anthony Amos

Proper Fuel Handling & Quality Assurance Training

Birmingham, Alabama

July 15-16, 2025

Estimated Cost: \$600.00



CITY OF ENTERPRISE

TRAVEL REQUEST FORM

NAME OF EMPLOYEE: Anthony Amos

TITLE OF EMPLOYEE: Airport Technician II

DEPARTMENT: Airport

ANTICIPATED TRAVEL DATES: July 15 - 16, 2025

LOCATION OF TRAVEL: Birmingham, AL

SPECIFIC BUSINESS PURPOSE: Proper Fuel Handling and Quality Assurance Training
(i.e. seminar, attend conference, continuing education, etc.)

ESTIMATED COST: \$600

Describe the essential nature of the travel request and how this travel will benefit the City:
(Make sure to provide the full name of acronyms used.)

14 CFR 139: Federal Aviation Administration (FAA) regulates the activity of a wide variety of aircraft in order to ensure safe skies. These Federal Aviation Regulations, called FARs, are part of Title 14, Section 139 of the Code of Federal Regulations.

Perry Brothers Aviation Fuels invites you to attend our Quality Assurance and 14 CFR 139 Supervisor Training Seminar. The purpose of this seminar is to provide information and training in the areas of Quality Assurance and Risk Management. Course content will include: Supervisor Requirements, Basic Safety Practices, Bonding, Public Protection, Control and Access, and an overview of FAA Requirements. We will also cover Fire Safety in Fuel Farm and Storage Areas and offer "hands on" fire extinguisher training.

Employee Signature: Anthony R. Amos

Date: 3/28/2025

Dept. Head Signature: J. Baugh

Date: 4/2/2025

Mayor William E. Cooper, Sr.
Enterprise, Alabama
Proclamation

WHEREAS, Civitan International was founded in 1917 in Birmingham, Alabama; and

WHEREAS, the 40,000 men and women in 16,000 clubs worldwide work together to make their communities better places; and

WHEREAS, Civitan has contributed millions of dollars and volunteer hours to help people with developmental disabilities; and

WHEREAS, club projects provide citizens with meaningful involvement in their communities; and

WHEREAS, Civitan promotes good citizenship and emphasizes its responsibilities; and

WHEREAS, Civitan is recognized for its support of research and treatment of developmental disabilities through funding of the Civitan International Research Center; and

WHEREAS, here in Enterprise, the Civitan Club embodies the ideals of Civitan in our own community;

NOW, THEREFORE, I, William E. Cooper, Sr., Mayor, of the City of Enterprise, Alabama do hereby designate the month of April as

CIVITAN AWARENESS MONTH

and encourage the residents of Enterprise to actively support and take pride in the worthwhile efforts of this international service organization and in the work of Civitans in our community.

*In witness whereof I have hereunto set my hand and caused the seal of
this city to be affixed this 15th day of April, 2025.*

Mayor _____
William E. Cooper, Sr.

ORDINANCE 03-18-25

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENTERPRISE, ALABAMA as follows:

Upon public notice and hearings as required by law, and following recommendation of the Planning Commission of the City of Enterprise, Alabama, previous Zoning Ordinance(s) and the Zoning Map of the City of Enterprise, Alabama, adopted herein and on file in the Office of the City Clerk and the Office of the City Engineering Department, City of Enterprise, is hereby amended and, as amended, shall reflect the following:

A parcel of land belonging to Richard Bray being located in the City of Enterprise, Coffee County, Alabama and being further described as follows:

A parcel of land in the City of Enterprise, Coffee County, Alabama, as Surveyed By: Henry Judah & Associates Inc, Dated 4/11/24, Job No. 24054, and being more particularly described as follows:

Commencing at the Southwest corner of Section 14, T4N, R22E, an iron pipe under the paving and in the centerline of Coppinville Road, thence N22°27'56"E 39.86 feet to an existing 1/2" rebar (CAP#27401) on the North side of Coppinville Road (80' right of way), thence S68°17'10"E along said road 154.24 feet to an existing 1/2" rebar, thence S70°23'09"E along said road 222.49 feet to an existing 1/2" rebar and the POINT OF BEGINNING: thence leaving said road N20°12'39"E 325.25 feet to an existing 1/2" rebar (CAP#27401) on the South side of the Wiregrass Central Railroad (100' right of way), thence along a curve to the right, having a radius of 1855.00 feet, and a chord bearing and distance of S48°50'40"E 842.97 feet to an existing 1/2" rebar (CAP#27401) on the North side of Coppinville Road, thence along a curve to the right, having a radius of 40035.00 feet, and a chord bearing and distance of N71°31'44"W 787.63 feet to the point of beginning. Said parcel being in the SW1/4 of the SW1/4 of Section 14, T4N, R22E, and the NW1/4 of the NW1/4 of Section 23, T4N, R22E, being triangular in shape, and containing 3.59 acres more or less.

Said property, set out in detail in the records of the Planning Commission and described by Map A (M-2, General Industrial District) is amended and, as amended, shall be zoned and described by Map B (R-1, Low Density Single Family Residential District) which is attached hereto and is a permanent part of the Zoning Ordinance and Map.

Duly Passed and Adopted this _____ day of _____, 2025.

COUNCIL:

Council President Turner Townsend
District #5

Council Member Sonya W. Rich
District #1

Council Member Eugene Goolsby
District #2

Council Member Greg Padgett
District #3

Council Member Scotty Johnson
District #4

ATTEST:

Beverly Sweeney
City Clerk

Transmitted to the Mayor this _____ day of _____, 2025.

Beverly Sweeney
City Clerk

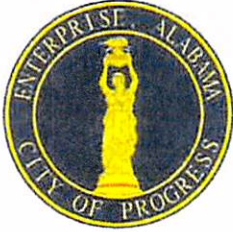
ACTION OF THE MAYOR:

Approved this _____ day of _____, 2025.

William E. Cooper
Mayor

ATTEST:

Beverly Sweeney
City Clerk



City of Enterprise

Department of Engineering Services & Public Works
501 S Main Street
Enterprise, Alabama 36330
Phone (334) 348-2671
Fax (334) 348-2672

REZONING APPLICATION and ACKNOWLEDGEMENT

Enterprise Planning Commission, P.O. Box 311000, Enterprise, AL 36331

PLEASE PRINT OR TYPE THE APPLICATION. REZONING AND ANNEXATION MUST BE FILED FOR BY THE LAND OWNER(S).

APPLICANT NAME: Richard Bray CONTACT PERSON: Trent Scarborough, P.E.

PROPERTY OWNER: _____ ACREAGE OF PROPERTY: 3.59 +/-
(If other than Applicant)

ADDRESS OR LOCATION OF PROPERTY: Coppinville Road Across from Jackie Street Intersection
(Address must be approved by the E-911 Coordinator)

PRESENT ZONING: M-2 REQUESTED ZONING: R-1

CONTACT INFORMATION:

MAILING ADDRESS: 2431 Hartford Hwy Dothan, AL 36305
(if different from above) Street City/State/ZIP

Telephone No(s): 334-673-9895

E-Mail: trents@northstarengineering.com

I acknowledge that I have received a copy of the Rezoning Checklist, and I understand that the applicant is responsible for having at the applicant's expense, one or more Public Notice signs on the property for which the rezoning is requested.

I acknowledge that, unless otherwise determined by the Building official, at least one Public Notice sign must be placed along each street which the property fronts.

I acknowledge that the Public Notice sign(s) must be posted on the property at least fifteen (15) days prior to the scheduled Planning Commission meeting and that the content and format of the sign(s) must conform to the Planning Commission's requirements.

I acknowledge that it is the policy of the Planning Commission not to consider a rezoning request unless all of the requirements of the Rezoning Checklist have been met.

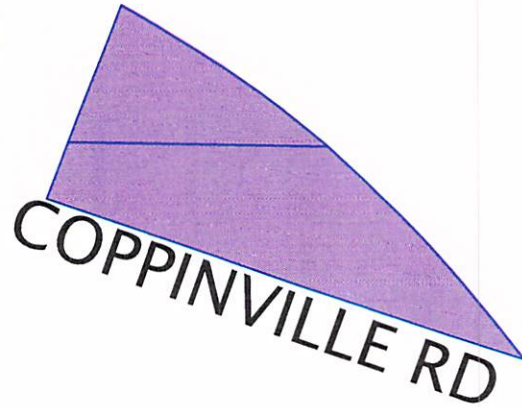
PRINTED NAME: Richard Bray OWNER SIGNATURE: _____

REPRESENTATIVE: Trent Scarborough, P.E. SIGNATURE: _____

DEADLINE FOR PUBLIC NOTICE SIGN: February 24, 2025 (Consult Planning Department)

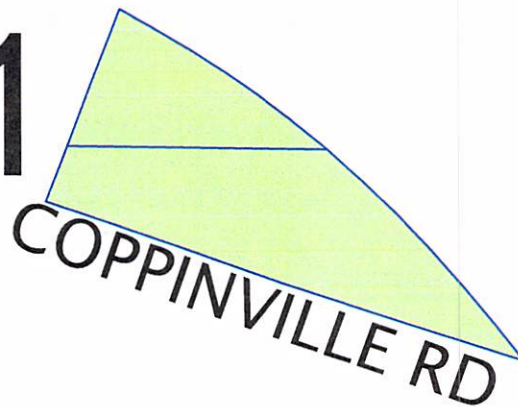
MAP A PRESENT ZONE

M-2



MAP B PROPOSED REZONE

R-1





City of Enterprise

Department of Engineering Services & Public Works
501 S Main Street
Enterprise, Alabama 36330
Phone (334) 348-2671
engineering@enterpriseal.gov

March 12, 2025

Enterprise City Council Members
City of Enterprise
Enterprise, AL

Council Members:

The Enterprise Planning Commission held a public hearing on March 11, 2025, to consider and act upon the following request:

A request by Northstar Engineering Services, on behalf of Richard Bray, to rezone 3.59 acres from M-2 (General Industrial District), as shown on Map A, present, to R-1 (Low Density Single Family Residential District), as shown on Map B, proposed, located on Coppinville Road.

The Planning Commission recommends approval of this request.

Sincerely,

Thomas Hardy
Assistant Director of Engineering Services

AFFIDAVIT OF PUBLICATION

State of Alabama, County of Montgomery, ss:

John Paul, being first duly sworn, deposes and says:
That (s)he is a duly authorized signatory of Column Software, PBC,
duly authorized agent of Enterprise Ledger, a newspaper printed
and published in the City of Enterprise, County of Coffee and Dale,
State of Alabama, and that this affidavit is Page 1 of 2 with the full
text of the sworn-to notice set forth on the pages that follow, and the
hereto attached:

PUBLICATION DATES:

Apr. 1, 2025

NOTICE ID: euUFuYjSQikm384au3F8

The sum charged by the Newspaper for said publication does
not exceed the lowest classified rate paid by commercial
customers for an advertisement of similar size and frequency
in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or
attorney charged with the duty of placing the attached legal
advertising notices whereby any advantage, gain or profit accrued
to said officer or attorney.

PUBLISHER ID: COL-350538

NOTICE NAME: Second Notice ORDINANCE 03-18-25

Publication Fee: 224.30

I declare under penalty of perjury under the law of the State of
Alabama that the foregoing is true and correct.

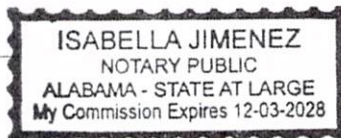
(Signed) John Paul

VERIFICATION

State of Alabama
County of Montgomery

Subscribed in my presence and sworn to before me on this: 3-31-25

[Signature]
Notary Public



SECOND NOTICE OF PUBLIC HEARING

ORDINANCE 03-18-25

The first public notice having been given on Tuesday, March 25, 2025, in the Enterprise Ledger, a newspaper of general circulation and published in the City of Enterprise, Coffee County, Alabama, Second Public Notice is hereby given that at 6:00 p.m., April 15, 2025, the City Council of the City of Enterprise, Alabama, at a regular meeting held at the Enterprise Civic Center, 2401 Neil Metcalf Road, will consider for passage and adoption Ordinance 03-18-25, which proposes to amend the existing Enterprise Zoning Ordinance(s) as amended and the Zoning Map of the City of Enterprise. A public hearing will be held by said City Council at the aforesaid time and place before the passage and adoption of said ordinance, when, at that time, all persons who desire shall have an opportunity of being heard in opposition to or in favor of said ordinance at said meeting of the City Council. Ordinance 03-18-25 shall amend the existing Zoning Ordinance(s) of the City of Enterprise and the Zoning Map of the City of Enterprise, Alabama, with amendments pertaining to the property of Richard Gray as described in Map A (M-2, General Industrial District) is amended, and, as amended, shall be zoned as described in Map B (R-1, Low Density Single Family Residential District) which is attached hereto and is a permanent part of the Zoning Ordinance and Map.

MAP A PRESENT
ZONE

M-2

MAP B PROPOSED
REZONE

R-1

Beverly Sweeney
City Clerk
April 1, 2025

COL-350538
4/01/2025

AFFIDAVIT OF PUBLICATION

State of AL, County of Montgomery, ss:

Alward Arutyunyan, being first duly sworn, deposes and says:

That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Enterprise Ledger, a newspaper printed and published in the City of Enterprise, County of Coffee and Dale, State of Alabama, and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:
Mar. 25, 2025

NOTICE ID: edKdVg2YTOmQSJZnmGfM

The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

PUBLISHER ID: COL-350536
NOTICE NAME: ORDINANCE 03-18-25
Publication Fee: 343.33

I declare under penalty of perjury under the law of the State of Alabama that the foregoing is true and correct.

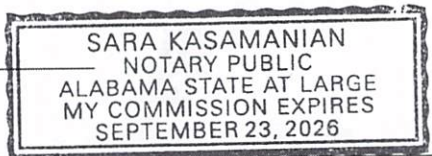
(Signed) Alward Arutyunyan

VERIFICATION

State of AL
County of Montgomery

Subscribed in my presence and sworn to before me on this: 3/25/25

M.
Notary Public



FIRST NOTICE OF PUBLIC HEARING

ORDINANCE 03-18-25

First public notice is hereby published in the Enterprise Ledger, a newspaper of general circulation in the City of Enterprise, Coffee County, Alabama, that pursuant to Title 11-52-77, Code of Alabama, 1975, as amended, the City Council of the City of Enterprise, at a regular meeting at 6:00 p.m., April 15, 2025, at Enterprise Civic Center, 2401 Neil Metcalf Road, will consider for adoption Ordinance 03-18-25 which proposes to amend the applicable Zoning Ordinance(s) as amended and the Zoning Map of the City of Enterprise.

A public hearing will be held by said City Council of the City of Enterprise at the aforesaid time and place before the passage and adoption of said ordinance when at that time, all persons who desire shall have an opportunity of being heard in opposition to or in favor of said ordinance.

The proposed ordinance is as set out in its entirety in this notice.

Beverly Sweeney

City Clerk

March 22, 2025

ORDINANCE 03-18-25BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENTERPRISE, ALABAMA as follows:

Upon public notice and hearings as required by law, and following recommendation of the Planning Commission of the City of Enterprise, Alabama, previous Zoning Ordinance(s) and the Zoning Map of the City of Enterprise, Alabama, adopted herein and on file in the Office of the City Clerk and the Office of the City Engineering Department, City of Enterprise, is hereby amended and, as amended, shall reflect the following:

MAP A PRESENT

ZONE

M-2

MAP B PROPOSED

REZONE

R-1

A parcel of land belonging to Richard Bray being located in the City of Enterprise, Coffee County, Alabama and being further described as follows:

A parcel of land in the City of Enterprise, Coffee County, Alabama, as Surveyed By: Henry Judah & Associates Inc, Dated 4/11/24, Job No. 24054, and being more particularly described as follows:

Commencing at the Southwest corner of Section 14, T4N, R22E, an iron pipe under the paving and in the centerline of Coppinville Road; thence N22°27'56"E 39.86 feet to an existing 1/2" rebar (CAP#27401) on the North side of Coppinville Road (80' right of way), thence S68°17'10"E along said road 154.24 feet to an existing 1/2" rebar, thence S70°23'09"E along said road 222.49 feet to an existing 1/2" rebar and the POINT OF BEGINNING; thence leaving said road N20°12'39"E 325.25 feet to an existing 1/2" rebar (CAP#27401) on the South side of the Wiregrass Central Railroad (100' right of way), thence along a curve to the right, having a radius of 1855.00 feet, and a chord bearing and distance of S48°50'40"E 842.97 feet to an existing 1/2" rebar (CAP#27401) on the North side of Coppinville Road, thence along a curve to the right, having a radius of 40035.00 feet, and a chord bearing and distance of N71°31'44"W 787.63 feet to the point of beginning. Said parcel being in the SW1/4 of the SW1/4 of Section 14, T4N, R22E, and the NW1/4 of the NW1/4 of Section 23, T4N, R22E, being triangular in shape, and containing 3.59 acres more or less.

Said property, set out in detail in the records of the Planning Commission and described by Map A (M-2, General Industrial District) is amended and, as amended, shall be zoned and described by Map B (R-1, Low Density Single Family Residential District) which is attached hereto and is a permanent part of the Zoning Ordinance and Map.

COL:350536
3/25/2025



April 9, 2025

Mayor William E. Cooper, Sr.
City of Enterprise
P.O. Box 311000
Enterprise, Alabama 36331

Re: Irrigation Well - Enterprise
Multipurpose Recreational Complex

Dear Mayor Cooper:

We have tabulated and analyzed the bids received by the City of Enterprise for the above referenced project. Two (2) bids were received by the City at a public bid opening held on February 25, 2025. A copy of the certified bid tabulation of all bids received is attached.

The lowest Base Bid received was submitted by Donald Smith Company, Inc., Headland, Alabama, in the amount of \$862,568.00. Donald Smith Company, Inc. also submitted the lowest combined Base Bid and Deductive Alternates in the amount of \$760,068.00. The bid amount substantially exceeds the funds budgeted for this work. Based on our review, we recommend that the City reject all bids received, review the project scope and rebid the project at a later date in hopes of obtaining better pricing.

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

Sincerely,

POLY, INC.

A handwritten signature in blue ink, appearing to read "C. Glenn Morgan", with a long horizontal flourish extending to the right.

C. Glenn Morgan, P.E.

CGM/kj

Enclosure

cc: Barry Mott, City Engineer/Public Works Director
cc: Beverly Sweeney, City Clerk
cc: 11-443.03 C

TABULATION OF BIDS
IRRIGATION WELL - ENTERPRISE MULTIPURPOSE RECREATIONAL COMPLEX

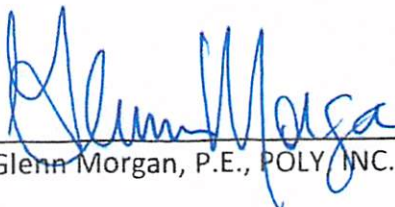
BID DATE: FEBRUARY 25, 2025; 1:30 P.M.

CITY OF ENTERPRISE, ALABAMA

PROJECT NO. 11-443.03

			Donald Smith Company, Inc. 746 East Main Street Headland, AL 36345		Hand Service Company, Inc. 110 Greenbrook Drive Hazel Green, AL 35750	
ITEM NO.	DESCRIPTION	EST. QTY AND UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID:						
1	Mobilization, Including Bonds, Insurance, Etc.	1 LS	Lump Sum	\$ 90,000.00	Lump Sum	\$ 50,000.00
2	250 GPM Irrigation Well To Include Screens, Discharge Column, Piping, Valves, Electrical Controls, Site Work, And Required Testing, Complete In Place For The Lump Sum Price Of	1 LS	Lump Sum	\$ 359,921.00	Lump Sum	\$ 750,000.00
3	Irrigation Building To Include Building Electrical, Concrete, Painting, Doors, Hardware, Masonry, Etc., Complete In Place For The Lump Sum Price Of	1 LS	Lump Sum	\$ 412,647.00	Lump Sum	\$ 150,000.00
TOTAL BASE BID				\$ 862,568.00		\$ 950,000.00
DEDUCTIVE ALTERNATE NO. 1						
1	Decrease In Base Bid Cost If Owner Constructs An Access Road From A Point Starting At The Middle Of The ESCC Softball and Baseball Outfield Fences To The Well Site Suitable For The Contractor's Equipment. Owner's Work Shall Also Include Site Modifications By Extending The Well Site Pad Approximately 30 Feet South Including Removal Of Impacted Trees, Complete For The Lump Sum Deductive Price Of	1 LS	Lump Sum	\$ 85,000.00	Lump Sum	\$ 25,000.00
TOTAL DEDUCTIVE ALTERNATE NO. 1				\$ 85,000.00		\$ 25,000.00
DEDUCTIVE ALTERNATE NO. 2						
1	Decrease In Cost For Construction Of The Irrigation Building Using Material Supplied By The Owner Listed In Section 01 11 00, SUMMARY OF WORK, Complete For The Lump Sum Deductive Price Of	1 LS	Lump Sum	\$ 17,500.00	Lump Sum	\$ 50,000.00
TOTAL DEDUCTIVE ALTERNATE NO. 2				\$ 17,500.00		\$ 50,000.00

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


 C. Glenn Morgan, P.E., POLY, INC.



04/09/2025
 Date

ORDINANCE 04-15-25

**AN ORDINANCE TO ESTABLISH A VOTING AND POLLING PLACE
FOR ALL MUNICIPAL ELECTIONS IN THE CITY OF ENTERPRISE, ALABAMA**

WHEREAS, 11-46-21(a), Code of Alabama, 1975, provides that the regular municipal elections in cities and towns shall be held on the fourth Tuesday in August 2025, and quadrennially thereafter, and, when necessary as provided in subsection (d) of Section 11-46-55, a second or runoff election shall be held on the fourth Tuesday following the regular election; and

WHEREAS, 11-46-22, Code of Alabama 1975, provides that the voting location must be set by the City Council at least three months prior to the general election.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENTERPRISE, as follows:

1. The voting and polling place for all municipal elections for the City of Enterprise, Alabama, shall be at E.A. "Moose" Hope Gymnasium attached to the Enterprise Recreation and Aquatics Center, located at 421 East Lee Street.
2. Any and all ordinances or resolutions in conflict with this ordinance are hereby repealed.
3. If any section or provision of this ordinance be declared invalid or unconstitutional by judgment or decree of a court of competent jurisdiction, such judgment or decree shall not affect any other section or provision of this ordinance.
4. This ordinance shall take effect and be in force from and after its adoption and publication as required by law.

Duly Passed and Adopted this _____ day of _____, 2025.

COUNCIL:

Council President Turner Townsend, District #5

Council Member Sonya W. Rich, District #1

Council Member Eugene Goolsby, District #2

Council Member Greg Padgett, District #3

Council Member Scotty Johnson, District #4

ATTEST:

Beverly Sweeney, City Clerk

Transmitted to the Mayor this _____ day of _____, 2025.

Beverly Sweeney, City Clerk

ACTION OF THE MAYOR:

Approved this _____ day of _____, 2025.

William E. Cooper, Mayor

ATTEST:

Beverly Sweeney, City Clerk

ORDINANCE 04-15-25-A

**AN ORDINANCE ESTABLISHING QUALIFYING FEES
FOR MUNICIPAL ELECTIONS**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENTERPRISE, ALABAMA, AS FOLLOWS:

Section 1. A qualification fee in the amount of \$50.00 is hereby fixed and imposed upon all candidates seeking election as mayor of the City of Enterprise, Alabama, except as hereinafter provided for.

Section 2. A qualification fee in the amount of \$50.00 is hereby fixed and imposed upon all candidates seeking election as councilmember of the City of Enterprise, Alabama, except as hereinafter provided for.

Section 3. Such qualification fee shall be paid to the city clerk and deposited into the general fund of the city at or prior to the time of taking out qualification papers by any such candidates.

Section 4. Any person desiring to qualify who is not financially able to pay the required fee may qualify provided such prospective candidate furnishes the clerk with an affidavit stating that he is financially unable to pay the required fee fixed by this ordinance.

Section 5. This ordinance is adopted pursuant to Section 11-46-2 of the Alabama Code of 1975 and shall be effective in all elections, both general and special, for aforesaid offices from and after the date of adoption.

Duly Passed and Adopted this _____ day of _____, 2025.

COUNCIL:

Council President Turner Townsend, District #5

Council Member Sonya W. Rich, District #1

Council Member Eugene Goolsby, District #2

Council Member Greg Padgett, District #3

Council Member Scotty Johnson, District #4

ATTEST:

Beverly Sweeney, City Clerk

Transmitted to the Mayor this _____ day of _____, 2025.

Beverly Sweeney, City Clerk

ACTION OF THE MAYOR:

Approved this _____ day of _____, 2025.

William E. Cooper, Mayor

ATTEST:

Beverly Sweeney, City Clerk

AFFIDAVIT OF INDIGENCY

STATE OF ALABAMA
COFFEE COUNTY
CITY OF ENTERPRISE

I, the undersigned, being first duly sworn depose and say that I am a citizen of the City of Enterprise in said County, and reside at _____ in said City; that I desire to become a candidate for the office of _____ in said City for the term of four years at the election of such office to be held on _____ and at a runoff election, if necessary, to be held on _____; that I am duly qualified to hold such office if elected thereto; that I am indigent and financially unable to pay the qualifying fee established to become a candidate for such office and hereby request a waiver of this fee pursuant to ordinance 04-15-25-A of the City of Enterprise, and I hereby request that my name be printed upon the official ballot at said election.

(Signed)

Subscribed an sworn to me said city clerk on this _____ day of _____, 2025.

Beverly Sweeney, City Clerk

ORDINANCE 04-15-25-B
ESTABLISHING THE USE OF
ELECTRONIC VOTE COUNTING DEVICES

WHEREAS, Chapter 7 of Title 17 of the Alabama Code of 1975, and the regulations adopted pursuant thereto by the Alabama Electronic Voting Committee, provide for the use of Electronic Vote Counting Systems; and,

WHEREAS, Section 17-7-21 of the Code of Alabama 1975 provides that a municipality may, in its discretion, by adoption of an appropriate ordinance, authorize, adopt, and direct the use of electronic vote counting systems for use in all elections held in such municipality;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Enterprise that for all elections held subsequent to the passage of this ordinance, the use of the same type devices that are used in Coffee County, Alabama elections, a system which complies with Section 17-7-21 of the Code of Alabama and any regulations adopted pursuant thereto, is hereby authorized for the reporting, counting, and tabulating of any and all election results.

BE IT FURTHER RESOLVED, that the Mayor of the City of Enterprise is hereby directed to file a copy of this ordinance with the Secretary of State as provided in Section 17-7-21 of the Code of Alabama 1975.

Duly Passed and Adopted this _____ day of _____, 2025.

COUNCIL:

Council President Turner Townsend, District #5

Council Member Sonya W. Rich, District #1

Council Member Eugene Goolsby, District #2

Council Member Greg Padgett, District #3

Council Member Scotty Johnson, District #4

ATTEST:

Beverly Sweeney, City Clerk

Transmitted to the Mayor this _____ day of _____, 2025.

Beverly Sweeney, City Clerk

ACTION OF THE MAYOR:

Approved this _____ day of _____, 2025.

William E. Cooper, Mayor

ATTEST:

Beverly Sweeney, City Clerk

RESOLUTION 04-15-25
AUTHORIZE ALDOT AGREEMENT
ROADWAY LIGHTING INSTALLATION
AL-27 NORTH

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENTERPRISE, ALABAMA, as follows:

1. That the City of Enterprise enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:
 Roadway lighting on AL-27 North, which agreement is before this Council
2. That the agreement be executed in the name of the City, by its Mayor, for and on its behalf.
3. That the agreement be attested by the City Clerk and the seal of the City affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the City Clerk.

Duly Passed and Adopted this _____ day of _____, 2025.

COUNCIL:

Council President Turner Townsend
District #5

Council Member Sonya W. Rich
District #1

Council Member Eugene Goolsby
District #2

Council Member Greg Padgett
District #3

Council Member Scotty Johnson
District #4

ATTEST:

Beverly Sweeney
City Clerk

For Official Use Only: ALDOT Agreement Number: _____

Region Tracking Number: _____ Project Number: _____

Region: _____ County: _____

**STATE OF ALABAMA acting by and through the
ALABAMA DEPARTMENT OF TRANSPORTATION: AGREEMENT for the
INSTALLATION and/or OPERATION and/or MAINTENANCE OF TRAFFIC CONTROL SIGNALS and/or
ROADWAY LIGHTING**

This Agreement, in accordance with resolution number _____ dated (or minutes dated) _____ attached hereto and made part of this Agreement, is made and entered into by and between the Alabama Department of Transportation (herein referred to as STATE) and the **City of Enterprise** (herein referred to as **MAINTAINING AGENCY**) for the accomplishment of the following work as hereinafter indicated by the alphabetic letter of "X" marked in the check-boxes below, to wit:

	(A) New Installation	(B) Equipment Upgrade	(C) Complete Removal	(D) Operation	(E) Maintenance
Traffic Control Signal:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Intersection Flashing Signal/Beacon:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roadway Lighting:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The accomplishment of the work indicated by the alphabetic letter of "X" marked in the check-box(es) above and hereinafter signified by the use of the corresponding alphabetic letter A, B, C, D, and/or E as applicable, will be at the following location(s): *{Example: AL-3/US-31 @ Main Street [A, D, & E] denotes the installation, operation, and maintenance of the equipment installed}* **NOTE** – if more space is needed, please use continuation sheets.

Highway 27 North, otherwise known as Ozark Highway in Enterprise, AL.

1. For the purposes of this Agreement, "equipment and/or associated hardware" shall refer to the equipment and/or associated hardware used to install, upgrade, maintain, and/or operate traffic control signals, intersection flashing signals/beacons, roadway lighting, and/or other as specified in the chart above.
2. In the event the work to be accomplished above is identified by (A) and/or (B), the STATE MAINTAINING AGENCY will furnish and the STATE MAINTAINING AGENCY will install the equipment and/or associated

hardware utilized in the accomplishment of the work. In the event the STATE contributes funds to the work and the MAINTAINING AGENCY will be credited or debited for under-runs or overruns respectively, the "Exhibit O" is attached to and made part of this Agreement.

3. The equipment and/or associated hardware shall be installed in accordance with the applicable portions of the:
 - A. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), current ALDOT approved edition.
 - B. State of Alabama Project Details and Special and Standard Highway Drawings, current year version.
 - C. National Electrical Code, current edition.
 - D. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, current edition and applicable special provisions.
 - E. Code of Alabama, 1975 (as Amended) with specific reference to:
 - (1) §23-1-113, Municipal Connecting Link Roads – Stipulations and Conditions [specifically sub-paragraphs (6) and (7)].
 - (2) §32-5A-32, Traffic – Control signal legend.
 - (3) §32-5A-33, Pedestrian – Control signals.
 - (4) §32-5A-34, Flashing signals.
 - (5) §32-5A-35, Lane – Direction – Control signals.
4. The STATE shall determine the quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above. In the event the MAINTAINING AGENCY furnishes the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above, the MAINTAINING AGENCY shall ascertain that the type and quality of the equipment and/or associated hardware is in accordance with the STATE's Materials, Sources, and Devices with Special Acceptance Requirements (APL) as maintained by the STATE's Bureau of Materials and Tests.
5. It is the sole responsibility of the MAINTAINING AGENCY to locate and/or relocate any and all utilities in conflict with the installation, upgrade, and/or maintenance of equipment and associated hardware prior to commencing work to install, upgrade, and/or maintain equipment and associated hardware. The MAINTAINING AGENCY will locate and/or relocate such utilities in accordance with all applicable Federal and State laws, regulations, and procedures. Associated utility costs will be at the sole expense of the MAINTAINING AGENCY. In the event utilities are damaged during the installation, upgrade, and/or maintenance of equipment and associated hardware due to failure of the MAINTAINING AGENCY to relocate and/or relocate such utilities, the MAINTAINING AGENCY shall be responsible for providing the funding to pay for any and all associated costs to repair the utilities.
6. Title to any and all equipment and/or associated hardware furnished by the STATE shall remain in the STATE and the STATE is deemed to be the sole owner of such equipment and/or hardware.
7. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the MAINTAINING AGENCY. The MAINTAINING AGENCY agrees to provide electrical energy on a continuing basis as required, beginning at the time of the initial electrical service connection during the construction of the system. The MAINTAINING AGENCY agrees further to maintain the equipment and/or associated hardware in a good state of repair at all times, as required in

accordance with the applicable documents: Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Standard Specifications for Highway Construction and applicable special provisions. Any traffic control signal equipment and/or associated hardware must also be maintained in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of the maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the MAINTAINING AGENCY shall make or cause to be made any repairs immediately. If a malfunction presents a potential hazard to the motoring public and the MAINTAINING AGENCY is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the MAINTAINING AGENCY agrees that the STATE reserves the right to and may repair the equipment and/or associated hardware, and invoice the MAINTAINING AGENCY for all costs incurred. The MAINTAINING AGENCY agrees to pay the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.

7a. In instances where ALDOT maintains a fiber-optic trunk line that is used in conjunction with a closed-loop signal system, the MAINTAINING AGENCY shall maintain the fiber-optic cable from the splice point in the trunk line out to the traffic control equipment.

8a. Installation requests made by the MAINTAINING AGENCY and identified on page one as “(A) New Installation” with “Traffic Control Signal” marked must follow the Traffic Signal Warrant and Justification procedure as identified in the Alabama Department of Transportation Traffic Signal Design Guide and Timing Manual, latest edition. For any warrant study/analysis which does not satisfy a traffic signal warrant or warrants, the MAINTAINING AGENCY agrees to accept any and all responsibility for any damage or injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware and shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees, in their official or individual capacities and/or facilities from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from the installation, operation, and maintenance of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused. A copy of the warrant study/analysis shall be attached to and made part of this Agreement.

8b. Check one:

The CITY (Incorporated Municipality)

Subject to the limitations on damages applicable to municipal corporations under Alabama Code § 11-47-190(1975), the CITY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorney’s fees arising out of, connected with, resulting from, or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction or tangible property (other than the work itself), including loss of use therefrom, and including but not limited

to attorney's fees, caused by the willful, negligent, careless, or unskillful acts of the CITY, its agents, servants, representatives, or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation, or reimbursement by the CITY, its agents, servants, representatives, or employees, or anyone for whose acts the CITY may be liable.

The COUNTY (County Government or Agency)

The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

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

The term "hold harmless" includes the obligation of the MAINTAINING AGENCY to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

9. Complete removal of the equipment and/or associated hardware, hereinabove identified by (C), will be at the sole expense of the STATE MAINTAINING AGENCY.
10. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE determine that the signal is no longer required or deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the MAINTAINING AGENCY fail to do so upon demand by the STATE. The MAINTAINING AGENCY agrees to reimburse the STATE for its costs associated with the removal. Any equipment and/or associated hardware which is deemed by the STATE to be non-uniform or obsolete will be removed and disposed of by the MAINTAINING AGENCY. None of the non-uniform or obsolete equipment and/or associated hardware which has been removed shall be reused on the STATE highway system.
11. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the MAINTAINING AGENCY shall obtain the approval of the STATE before such changes are implemented and the STATE shall make a determination on whether a new Agreement is required to be submitted for the UPGRADING, OPERATION, and MAINTENANCE of the new equipment and/or associated hardware. All such changes shall be at the sole cost and expense of the MAINTAINING AGENCY.

12. At such time as a warrant study is conducted on an existing signalized intersection and the results differ from the previous warrant study conducted at that signalized intersection, a new Agreement for Installation and/or Operation and/or Maintenance of Traffic Control Signals and/or Roadway Lighting shall be executed with the MAINTAINING AGENCY.

13. In the event Federal funds are utilized in the accomplishment of the work hereinbefore described, "Exhibit M" is attached to and made a part of this Agreement.

14. FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be construed as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional Provision or Amendment, then the conflicting provision in this Agreement shall be deemed null and void.

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

15. The type and number of signal & pedestrian heads per intersection or roadway lighting hardware are as follows: {Example: 5 – 3 sec, 12", red ball, yellow/green left arrow. OPTION: If plans are available to convey information below, just enter "SEE ATTACHED PLANS".} NOTE – If more space is needed, please use continuation sheets.

TYPE OF SIGNAL		CONTROLLER	
<input type="checkbox"/> Traffic Control	<input type="checkbox"/> Pedestrian Control	Make:	Model #:
<input type="checkbox"/> Flashing	<input type="checkbox"/> Lane Control	<input type="checkbox"/> Fixed Time	<input type="checkbox"/> Two Phase
<input type="checkbox"/> School Flasher	<input type="checkbox"/> Railroad Crossing	<input type="checkbox"/> Semi Actuated	<input type="checkbox"/> Four Phase
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Full Actuated	<input type="checkbox"/> Eight Phase
_____		<input type="checkbox"/> Other: _____	

			SYSTEM <input type="checkbox"/> YES <input type="checkbox"/> NO

16. In the event the work to be accomplished is identified by (A), (B), and/or (C) and [1] in part or wholly constitutes an interconnected, coordinated, fixed time relationship, signal control operation between two or more intersections (herein referred to as a SYSTEM and hereinabove indicated by the SYSTEM check-box for YES marked in the controller box above), [2] is located within the limits of a SYSTEM, or [3] is within close proximity as to adjoin a SYSTEM, the STATE MAINTAINING AGENCY shall substantiate the work identified by (A), (B), and/or (C) to be SYSTEM compatible.
17. By entering into this agreement, the MAINTAINING AGENCY is not an agent of the State, its officers, employees, agents or assigns. The MAINTAINING AGENCY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.
18. By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Region Engineer.

(Seal of MAINTAINING AGENCY)

Legal Name of MAINTAINING AGENCY

Attest: _____
(Seal or notary signature)

By: _____
Authorized Signature for MAINTAINING AGENCY

Agreement Recommended for approval:

By: _____
Area Traffic Engineer Signature

STATE OF ALABAMA acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION

The within and foregoing Agreement is hereby approved on this _____ day of _____, 20_____.

APPROVED:

RECORDED:

By: _____
Region Engineer Signature

By: _____
State Traffic Engineer Signature

Date: _____
(Added to Archive)

RESOLUTION 04-15-25-A

**ACCEPTING STREETS AND OTHER PUBLIC EASEMENTS/IMPROVEMENTS
BELLA WOODS SUBDIVISION, PHASE II**

WHEREAS, the Enterprise Planning Commission and City Staff have reported to the Council that as to Bella Woods Phase II Subdivision, they recommend the approval and acceptance of the dedication of streets and other public easements/improvements which are expressly shown as public dedications on the final plat of said subdivision, for city maintenance;

NOW, THEREFORE, be it resolved in accordance with Ordinance 06-02-20-A, the City Council does accept for maintenance the streets and other public easements/improvements which are expressly shown on the final plat of Bella Woods Phase II Subdivision as public dedications, as set out in the April 9, 2025 letter from Thomas Hardy to the Council, said letter incorporated by reference herein as if stated in full.

Duly Passed and Adopted this _____ day of _____, 2025.

COUNCIL:

Council President Turner Townsend
District #5

Council Member Sonya W. Rich
District #1

Council Member Eugene Goolsby
District #2

Council Member Greg Padgett
District #3

Council Member Scotty Johnson
District #4

ATTEST:

Beverly Sweeney
City Clerk



City of Enterprise

Department of Engineering Services & Public Works
501 S Main Street
Enterprise, Alabama 36330
Phone (334) 348-2671
engineering@enterpriseal.gov

April 9, 2025

Enterprise City Council Members
City of Enterprise
Enterprise, Alabama

Council Members:

The Enterprise Planning Commission held a public hearing on April 8, 2025, to consider and act upon the following request:

A request by Reeves Engineering LLC, for final plat approval of Bella Woods Subdivision, Phase II, located off of Shellfield Rd.

The Enterprise Planning Commission recommends the approval and acceptance of the dedication of the streets and other public easements/improvements for maintenance "unless noted or shown otherwise", but subject to applicable warranties/obligations of developer, his/her/their successors or assigns per applicable ordinances, resolutions, subdivision regulations or other rules of the City for College Gardens Subdivision, Phase I.

Sincerely,

Thomas Hardy
Assistant Director of Engineering Services

AGREEMENT FOR CONSULTANT SERVICES

This Agreement made on _____ between the **City of Enterprise, Alabama**, (OWNER) whose address is 501 South Main Street, Enterprise, AL 36330 and **Poly, Inc.** (CONSULTANT), a corporation having an office located at 1935 Headland Avenue, Dothan, Alabama 36303. In consideration of the mutual promises contained herein, the OWNER and the CONSULTANT agree as follows:

ARTICLE 1 – SERVICES OF CONSULTANT

1.01 Scope

- A. The CONSULTANT's responsibility under this Agreement is to provide general professional engineering services to the OWNER for **Sidewalks Along Bellwood Road from SR-192 (US-84 Bypass) to SR-27 (Geneva Highway) and Along George C. Wallace Drive from Bellwood Road to the Enterprise Multipurpose Recreational Complex - ALDOT Project No. TAPAA-TA25(923) (PROJECT)**. The scope of services under this agreement shall be for design and bidding phase services only. Construction phase services shall be completed under a separate agreement.
- B. Services of the CONSULTANT shall be under the general direction of the City's Mayor and/or his designee, who shall act as the OWNER'S representative during the performance of this Agreement.
- C. CONSULTANT represents that it has sufficient qualified personnel and equipment and is capable of performing the professional engineering services described herein; a corporation qualified to do business in the State of Alabama; and the services described herein will be performed under the supervision of an engineer licensed in the State of Alabama.
- D. Refer to Attachment A for a detailed scope of services.

ARTICLE 2 – SCHEDULE

2.01 General

- A. This Agreement will become effective upon completion of signatures by both parties and will run for the period of time required to complete the scope of services outlined herein.

ARTICLE 3 – SERVICES

3.01 Design Phase

- A. After acceptance by OWNER of the scope, extent, character or design requirements of the PROJECT desired by OWNER, and upon authorization from OWNER, CONSULTANT shall:
 - 1. On the basis of the accepted scope, extent, character or design requirements of the PROJECT agreed upon by OWNER and CONSULTANT, prepare for incorporation in the Contract Documents, final Drawings showing the scope, extent and character of the work

to be performed and furnished by Contractor. CONSULTANT shall utilize the latest edition of the ALDOT drawings and specifications.

2. Prepare for review and approval by OWNER, ALDOT, legal counsel and other advisors contract agreement forms, special conditions, bid forms, invitations to bid and instructions to bidders, advertisements, requirements for construction bonds and other related documents.
 3. Meet with the OWNER and ALDOT when required or necessary for consultation or conferences and provide, at minimum, monthly updates on the PROJECT design.
 4. Prepare detailed opinion of probable cost for the PROJECT. The CONSULTANT shall not be required to guarantee the accuracy of these opinions of cost, but they shall be computed from the most current information data available.
 5. Submit plans, specifications and cost estimate to ALDOT for approval and review.
 6. Furnish an approved set of plans, specifications and Bidding and Contract Documents to the OWNER for the PROJECT prior to advertisement for bids. The original documents, survey notes and tracings are and shall remain the property of the CONSULTANT.
- B. The number of prime contracts for Work designed or specified by CONSULTANT upon which the CONSULTANT's compensation has been established is one.

3.02 Bidding Phase

- A. After approval of the CONSULTANT's Drawings, Specifications and other design documentation and upon authorization by the OWNER and ALDOT to proceed, the CONSULTANT shall:
1. Assist OWNER in advertising and obtaining bids for the work, maintain a record of prospective bidders to whom Bidding Documents have been issued, receive and process contractor deposits or charges for Bidding Documents. Advertisement cost shall be the responsibility of the OWNER.
 2. Issue Addenda as appropriate to clarify, correct or change the Bidding Documents.
 3. Consult with OWNER as to the acceptability of subcontractors, suppliers and other individuals and entities proposed by Contractor for those portions of the work as to which such acceptability is required by the Bidding Documents.
 4. Attend and conduct the bid opening, prepare bid tabulation sheets, assist OWNER in evaluating bids and prepare a bid recommendation.
 5. Submit bid recommendation and bid tabulation to ALDOT for review and concurrence in award of project.
 6. Assist in assembling and awarding contracts for the work.
- B. CONSULTANT'S services under the Design and Bidding Phases will be considered complete upon delivery of executed contract documents to the OWNER.

3.03 Construction Phase

- A. Construction engineering and inspection (CE&I) services are not included in this Agreement. A separate agreement to cover these services will be executed after the PROJECT has been bid.

3.04 Additional Services

- A. If authorized by OWNER, CONSULTANT shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER in addition to the scheduled fee under this Agreement.
 - 1. Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with the PROJECT; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the PROJECT of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT.
 - 2. Services to verify the accuracy of drawings or other information furnished by OWNER.
 - 3. Services resulting from significant changes in the scope, extent, or character of the PROJECT designed or specified by CONSULTANT or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, drawings, specifications or contract documents when such revisions are required by changes in laws and regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond CONSULTANT's control.
 - 4. Services required as a result of OWNER's providing incomplete or incorrect PROJECT information.
 - 5. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.
 - 6. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, PROJECT peer review, value engineering, and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, drawings, specifications, or other bidding documents as a result of such review processes.

7. Preparing additional bidding documents or contract documents for alternate bids or prices requested by OWNER for the work or a portion thereof.
8. Providing assistance in resolving any hazardous environmental condition in compliance with current laws and regulations.
9. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the PROJECT.
10. Providing more extensive services required to enable CONSULTANT to issue notices or certifications requested by OWNER.
11. Acquiring right-of-way or easements including boundary surveys, legal descriptions, appraisals, negotiations, and attorney fees for recording and filing the deeds.
12. Other services performed or furnished by CONSULTANT not otherwise provided for in this Agreement.

ARTICLE 4 – OWNER’S RESPONSIBILITIES

- A. Provide CONSULTANT with all criteria and full information as to OWNER’s requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- B. Furnish to CONSULTANT any other available information pertinent to the PROJECT including reports and data relative to previous designs, or investigation at or adjacent to the PROJECT site.
- C. Following CONSULTANT’s assessment of initially-available information and data and upon CONSULTANT’s request, furnish or otherwise make available such additional PROJECT related information and data as is generally required to enable CONSULTANT to complete its basic and additional services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the specific PROJECT site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, or hydrographic surveys, with appropriate professional interpretation thereof.

5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the specific PROJECT site and adjacent areas.
 6. Data or consultations as required for the PROJECT but not otherwise identified in the Agreement or the exhibits thereto.
- D. Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition of a nature or extent not identified or of any other development that affects the scope or time of performance of CONSULTANT's services, or any defect or conformance in CONSULTANT's services or in the work of any Contractor.
 - E. Authorize CONSULTANT to provide additional services as set forth in the agreement as required.
 - F. Arrange for safe access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services.
 - G. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by CONSULTANT (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render timely decisions pertaining thereto.
 - H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve the PROJECT designed or specified by CONSULTANT and such reviews, approvals, and consents from others as may be necessary for completion of PROJECT.
 - I. Provide, as required:
 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to PROJECT as OWNER requires, or CONSULTANT reasonably requests.
 3. Placement and payment for Advertisement for Bids in appropriate publications, if applicable.
 - J. Advise CONSULTANT of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to PROJECT, including, but not limited to, cost estimating, PROJECT peer review, value engineering, and constructability review.
 - K. If OWNER designates an individual or entity other than, or in addition to, CONSULTANT to represent OWNER at the specific PROJECT site, define and set forth the duties,

responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of CONSULTANT.

- L. Compensate CONSULTANT for services rendered under this Agreement.

ARTICLE 5 – PAYMENT FOR SERVICES

5.01 Payment for Services

The OWNER agrees to pay the CONSULTANT compensation for professional services as follows:

- A. Under Articles 3.01 and 3.02 for design and bidding phase services, the CONSULTANT will be paid based on the Standard Hourly Rates of the CONSULTANT under a Not To Exceed amount of **\$85,125.01**.
 - 1. Invoices submitted shall be supported by documentation from the CONSULTANT showing hours charged by employee for the period covered by the invoice.
 - 2. Invoiced amounts for subcontracted services shall be at cost plus 5%.
 - 3. Invoices shall be submitted monthly as the services are rendered.
- B. Payment for additional services under Article 3.04 shall be in addition to Article 5.01.A and shall be billed on an hourly basis based on Standard Hourly Rates of the CONSULTANT.
- C. The OWNER may, from time to time, request changes in the scope of the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, that are mutually agreed upon by the OWNER and the CONSULTANT, shall be incorporated in written amendments to this Agreement.
- D. The CONSULTANT shall submit invoices for services rendered no more often than monthly. The invoices will be based upon CONSULTANT's estimated proportion of the total services actually completed at the time of billing. The OWNER shall make payment within 30 days of receipt of the CONSULTANT's invoice.
- E. The provisions of this ARTICLE 5 have been agreed to in anticipation of the orderly and continuous progress of the PROJECT.

ARTICLE 6 – TERMINATION FOR CAUSE

- A. Either party may terminate this Agreement with or without cause by giving the other party thirty (30) days written notice. Upon such termination, all drawings, specifications and other documents related to the design of the work shall be surrendered forthwith by CONSULTANT to the OWNER, provided, however, that in such case the CONSULTANT shall receive equitable compensation for services performed prior to the date of termination.

ARTICLE 7 – MODIFICATIONS TO THE CONTRACT

- A. The CONSULTANT covenants that no modifications, either written or oral may be made in the terms and provisions of the Contract without the written consent and approval in advance to the OWNER, a copy of which consent shall have been furnished to the CONSULTANT. It is agreed between the CONSULTANT and the OWNER that in the absence of such written consent neither any modifications nor any undertaking to modify the Contract shall be binding but shall be absolutely null and void.

ARTICLE 8 – PERSONNEL AND FACILITIES

- A. The CONSULTANT warrants that it now has or will secure at his expense, all personnel required to perform the services under this Contract. Such personnel are not employees of nor have any contractual relationship with the OWNER.

ARTICLE 9 – INSURANCE

- A. At its expense, CONSULTANT shall maintain in effect during the term of this Contract the following insurance with limits as shown or greater:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$1,000,000
Commercial General Liability	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Automobile Liability	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000
Professional Liability	
Each Claim	\$2,000,000
Annual Aggregate	\$4,000,000

- B. CONSULTANT shall provide certificates of insurance indicating aforesaid coverage upon request of OWNER. OWNER shall be listed as additional insured on the aforesaid insurance certificates, if requested.

ARTICLE 10 – INDEMNITY

- A. CONSULTANT agrees to indemnify and save the OWNER harmless from any and all claims, suits, causes of actions, judgements, or damages, including damages for care or loss of services because of bodily injury, sickness or disease, including death resulting therefrom, sustained by it or any person or persons and because of injury to or destruction of property, including the loss or use thereof, caused by, arising out of, resulting from, or contributed to by any neglect, act, or omission of the CONSULTANT, its agents, servants, or employees.
- B. OWNER agrees to indemnify and save the CONSULTANT harmless from any and all claims, suits, causes of actions, judgements, or damages, including damages for care or loss of services because of bodily injury, sickness or disease, including death resulting therefrom, sustained by it or any person or persons and because of injury to or destruction of property, including the loss or use thereof, caused by, arising out of, resulting from, or contributed to by any neglect, act, or omission of the OWNER, its agents, servants, or employees.

ARTICLE 11 – GENERAL PROVISIONS

- A. All Drawings, Specifications and other work produced by the CONSULTANT are instruments of service only and shall remain the property of CONSULTANT, subject to the statements set forth below, whether complete or not. Reuse of any such instruments of service by the OWNER on extensions of the PROJECT without permission of CONSULTANT shall be at the OWNER's risk and OWNER agrees to defend, indemnify and hold harmless the CONSULTANT from all claims, damages and expenses including attorney fees arising out of such unauthorized reuse of CONSULTANT's instruments of service by the OWNER or others acting through OWNER. However, nothing herein shall alter OWNER's right, whether this Agreement be in effect or terminated, to have full access to all Drawings, Specifications and other work produced by CONSULTANT for OWNER. CONSULTANT agrees that should OWNER request copies or other access of/to such Drawings, Specifications and other work produced by CONSULTANT, CONSULTANT shall immediately provide the same to OWNER subject to reimbursement of any reasonable expense to produce or reproduce the same.
- B. The standard of care for all professional engineering and related services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by CONSULTANT. Subject to the foregoing standard of care, CONSULTANT and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- C. CONSULTANT's opinions (if any) of probable construction cost are to be made on the basis of CONSULTANT's experience, qualifications, and general familiarity with the construction industry. However, because CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining

prices, or over competitive bidding or market conditions, CONSULTANT cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by CONSULTANT. If OWNER requires greater assurance as to probable construction cost, then OWNER agrees to obtain an independent cost estimate.

- D. OWNER and CONSULTANT may transmit, and shall accept, PROJECT-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure PROJECT website, in accordance with a mutually agreeable protocol.
- E. The CONSULTANT has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work but not relating to the final or completed structures; omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
- F. CONSULTANT's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising OWNER, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- G. This Agreement shall be governed by the Law of the State of Alabama.

ARTICLE 12 – TOTAL AGREEMENT

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between OWNER and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

ARTICLE 13 – ATTACHMENTS

- A. Attachment A, Scope of Services.

OWNER:

CITY OF ENTERPRISE, ALABAMA

WILLIAM E. COOPER, SR.
MAYOR

ATTEST:

BEVERLY SWEENEY
CITY CLERK

ADDRESS:
City of Enterprise
501 South Main Street
Enterprise, AL 36330

CONSULTANT:

POLY, INC.

C. GLENN MORGAN, PE
SENIOR PRINCIPAL ENGINEER

ATTEST:

KENNETH L. SANDERS, PE
SECRETARY/TREASURER

ADDRESS:
Poly, Inc.
PO Box 837
Dothan, AL 36302

ATTACHMENT A – SCOPE OF SERVICES

Sidewalks Along Bellwood Road from SR-192 (US-84 Bypass) to SR-27 (Geneva Highway) and Along George C. Wallace Drive from Bellwood Road to the Enterprise Multipurpose Recreational Complex
ALDOT Project No. TAPAA-TA25(923)
City of Enterprise, Alabama

DESIGN AND BIDDING PHASES

1. Environmental Documentation

- A. Coordinate with ALDOT to determine environmental documentation. This scope assumes assistance to ALDOT in preparation of the Programmatic Categorical Exclusion (PCE).

2. Topographic Survey

- A. Topographic and existing feature survey in accordance with the Standard of Practice for Surveying in the State of Alabama.
- B. Survey to include all planimetric features and utilities as evidenced by above-ground features.
- C. Survey limits to be the limits of proposed construction.
- D. Contour interval to be 1 foot.
- E. Horizontal datum to be Alabama State Plane, East Zone, NAD83, US feet.
- F. Vertical datum to be NAVD88, US feet.

3. Sidewalk Design

- A. Completion of required ALDOT project initiation documentation that may include the following:
 - a. Utility Certification
 - b. Railroad Certification
 - c. ROW Certification
- B. Completion of final construction plans, specifications and estimate (PS&E) in accordance with ALDOT guidelines for federal aid projects, ALDOT Standard Specifications for Highway Construction and ALDOT Guide for Developing Construction Plans, latest editions. Plans will utilize the latest edition of ALDOT Special and Standard Highway Drawings Book and be supplemented with special project details as required. The PS&E will be developed using the most current ALDOT Standard Specifications at the time of letting and pertinent supplemental and special provisions. The plan assembly will generally include the following:
 - a. Title
 - b. Index of Drawings
 - c. Geometric Layout/Survey Control
 - d. Project Notes
 - e. Legends and Abbreviations
 - f. Typical Sections
 - g. Typical Details
 - h. Summary of Quantities
 - i. Sidewalk Plan
 - j. Paving, Striping, and Signing
 - k. Traffic Control Plan

ATTACHMENT A – SCOPE OF SERVICES

Sidewalks Along Bellwood Road from SR-192 (US-84 Bypass) to SR-27 (Geneva Highway) and Along George C. Wallace Drive from Bellwood Road to the Enterprise Multipurpose Recreational Complex
ALDOT Project No. TAPAA-TA25(923)
City of Enterprise, Alabama

- I. Utility Plan
 - m. Erosion Control
 - n. Cross Sections
 - o. Special Project Details
- C. Facilitation of plan review(s) by Owner and ALDOT Region (Troy Area) including the following:
- a. Initial Pre-Design Review
 - b. 30% Design Review
 - c. Plan-in-Hand (PIH) Review
 - d. Plans, Specifications, and Estimate (PSE) Review
- D. Completion of ADEM Notice of Intent (NOI) and Construction Best Management Practices Plan (CBMPP) for construction stormwater permitting if applicable.
4. **Bidding**
- A. Assist OWNER in advertising and obtaining bids for the work, maintain a record of prospective bidders to whom Bidding Documents have been issued, receive and process contractor deposits or charges for Bidding Documents. Advertisement cost shall be the responsibility of the Owner.
 - B. Issue Addenda as appropriate to clarify, correct or change the Bidding Documents.
 - C. Attend and conduct the bid opening, prepare bid tabulation sheets, assist OWNER in evaluating bids and prepare a bid recommendation.
 - D. Submit bid recommendation, bid tabulation and bid documents to ALDOT for review and concurrence in award of project.
 - E. Assist in assembling and awarding the contract for the work.
5. **Exclusions**
- A. Acquiring right-of-way or easements including boundary surveys, legal descriptions, appraisals, negotiations, and attorney fees for recording and filing the deeds.
 - B. Location of underground utilities not readily apparent from ground surface investigation and not located by Alabama One Call (Alabama 811) or water/sewer utility company.
 - C. All permit application, mitigation, impact, and tapping fees.
 - D. Environmental documentation of greater complexity than PCE.
 - E. Utility relocation design other than minor adjustments. Wholesale water, sewer, or other utility relocations are not included in this scope.



ALABAMA DEPARTMENT OF TRANSPORTATION

SOUTHEAST REGION
OFFICE OF REGION ENGINEER
7460 HALCYON POINTE DRIVE, SUITE 100
MONTGOMERY, ALABAMA 36117
Telephone: (334) 353-6850 FAX: (334)353-6515



Kay Ivey
Governor

John R. Cooper
Transportation Director

March 19, 2025

Mr. J. Barry Mott, P.E.
City Engineer and Public Works Director
City of Enterprise
501 S Main Street
Enterprise, Alabama 36330

Dear Mr. Mott:

Re: Project No. TAPAA-TA25 (923)
Sidewalks Along Bellwood Road from SR-192 (US-84 Bypass) to
SR-27 (Geneva Highway) and Along George C. Wallace Drive from
Bellwood Rd to the Enterprise Multipurpose Recreational Complex
City of Enterprise

Reference is made to your recent letter regarding a Transportation Support Services man/day fee proposal for the City of Enterprise, herein referred to as the Municipality on the above-referenced project.

The amount for this work will be \$85,125.01. The overhead rate and operating margin have previously been approved by the Bureau of Finance and Audits, External Audit Section.

The Municipality may proceed to enter into an agreement with Poly, Inc. **This is not an authorization to begin work. Do not begin work until you are notified to do so by your Local Transportation Section – Troy Area.** Please let me know if you have any questions.

Sincerely,

Chanda D. Callaway, P.E.
Consultant Management Engineer
Southeast Region Programs Administration

Attachments

CDC/ms

cc: Aaron White
File

BARGE DESIGN SOLUTIONS, INC.

PROFESSIONAL SERVICES AGREEMENT

This agreement is made as of April 16, 2025 by and between The City of Enterprise (Client) and Barge Design Solutions, Inc. (BARGE) for professional services for the assignment described as follows:

Project: New 80'x80' Corporate Hangar

Location: Enterprise Airport

Description of Project: This project is for the design and bidding services for a new corporate hangar and associated apron for the life flight helicopter company that operates out of the Enterprise Municipal Airport.

I. PROFESSIONAL SERVICES: BARGE agrees to perform the following Basic Services under this contract:

See Attachment A – Scope of Work dated 9/4/2024

II. COMPENSATION: Client shall compensate BARGE for the Basic Services as follows:

<input type="checkbox"/>	Cost Plus in accordance with the rate schedule attached as Exhibit "A" including applicable reimbursables.		
<input type="checkbox"/>	Estimated Fee \$ Amount	or Maximum Fee \$	Amount
<input checked="" type="checkbox"/>	Lump Sum	\$ <u>144,297.00</u>	
<input type="checkbox"/>	Percentage of Construction Cost %	Estimated Fee \$	
<input type="checkbox"/>	Other (specify)		

III. PAYMENTS: Invoices for services rendered will be issued monthly, and payment is due upon receipt of each invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old. In the event legal action is necessary to enforce the payment terms of this agreement, BARGE shall be entitled to a judgment for its attorneys' fees, court costs, and other collection expenses.

IV. TIME: Unless agreed otherwise in writing, BARGE will commence its services within a reasonable time after receipt of an executed copy of this Agreement. BARGE will perform its services in a timely manner commensurate with the exercise of due professional care. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond BARGE's control. If such delay or suspension extends more than six months (cumulatively), BARGE's compensation shall be equitably adjusted.

- V. **SUSPENSION OF SERVICES:** If **Client** fails to pay any invoice when due or otherwise is in material breach of this Agreement, **BARGE** may at its sole discretion suspend performance of services upon five (5) days' written notice to **Client**. **BARGE** shall have no liability to **Client**, and **Client** agrees to make no claim for any delay or damage as a result of such suspension. Upon cure of the cause of the suspension, **BARGE** shall resume services within a reasonable time, and there shall be an equitable adjustment of the project schedule and fees to reflect the effects of such suspension.
- VI. **STANDARD OF CARE:** Notwithstanding any other provision of this Agreement or any other document describing the services, **BARGE** shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. No warranty, expressed or implied, is made or intended by **BARGE**. The parties further agree that **BARGE** is not a fiduciary of **Client**.
- VII. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated without cause by either party upon ten (10) days' written notice to the other party. On termination by either the **Client** or **BARGE**, **Client** shall pay **BARGE** all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred). Upon such termination by **Client**, it shall immediately return to **BARGE** all drawings, reports, documents, and other instruments of professional services prepared by **BARGE**, and **Client** shall make no further use thereof.
- VIII. **OWNERSHIP AND REUSE OF DOCUMENTS:** All documents, including without limitation, drawings, specifications, and reports prepared by **BARGE** pursuant to this Agreement are instruments of professional service. **BARGE** shall own all legal and equitable rights therein, including copyrights. Such instruments are not intended or represented to be suitable for reuse by **Client** or others for additions or modifications of the Project or on any other project. Any reuse without written consent of **BARGE** shall be at **Client's** sole risk and without liability to **BARGE**; and to the fullest extent permitted by law, **Client** shall indemnify, defend, and hold harmless **BARGE** from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees and costs of defense arising out of or resulting therefrom. **BARGE** shall be entitled to further compensation for services it is requested to perform in connection with any reuse of its instruments of professional service.
- IX. **ACCESS TO THE SITE/JOBSITE SAFETY:** Unless otherwise stated, **BARGE** will have access to the site for activities necessary for the performance of its services. **Client** agrees that **BARGE** shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. **BARGE** further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.
- X. **INSURANCE:** **BARGE** shall endeavor to secure and maintain insurance in such amounts as it deems necessary to protect **BARGE** from claims of professional negligence arising from the performance of services under this Agreement.
- XI. **RISK ALLOCATION:** In recognition of the relative risks, rewards, and benefits of the Project to both **Client** and **BARGE**, to the fullest extent permitted by law, the parties agree to allocate the risks such that **BARGE's** total liability to **Client** for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of **BARGE's** services under this Agreement from any

cause or causes shall not exceed the amount of **BARGE's** fee or **One Hundred Thousand Dollars (\$100,000)**, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

- XII. DISPUTE RESOLUTION:** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator.
- XIII. OPINIONS OF CONSTRUCTION COST:** Any opinion of probable construction cost prepared by **BARGE** represents the judgment of one or more **BARGE** design professionals and is supplied for general guidance of **Client**. Since **BARGE** has no control over the construction marketplace and does not use the same pricing methods used by contractors, **BARGE** does not guarantee the accuracy of such opinions.
- XIV. GOVERNING LAW:** Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Tennessee.

The City of Enterprise	Barge Design Solutions, Inc.
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Address:	Address:
Date Signed:	Date Signed:

The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Additional Services
- IV. Project Understanding, Assumptions, and Exclusions
- V. Time of Performance
- VI. Client's Responsibilities
- VII. Deliverables
- VIII. Compensation

I. Project Description

Barge Design Solutions, Inc. (Barge) is proposing to provide engineering design services for a new 80'x 80' corporate hangar at the Enterprise Airport. Please see Figure 1 below.

Barge understands that the City has determined the hangar size required to meet the project objectives. The actual hangar will be 80'x60' with attached 80'x20' living quarters. The base bid will be the 80'x60' hangar. This will be a "basic" hangar with a Higher Power hydraulic door and translucent panels. Basic lighting and convenience electrical plugs will be included.



Figure 1

II. Scope of Services

Barge proposes the following Scope of Services related to the above-noted items.

a. Project Development

Barge will host a combination of an in-person meeting along with a TEAMS meeting to allow the Owner to explain all requested design parameters. This meeting will also allow designers to get questions answered about the end use and requirements for the hangar.

As part of the preliminary design phase, a geotechnical engineer will be subcontracted to complete the subsurface assessment and provide a report of his findings that will assist with the structural design of the hangar foundations and provide general construction recommendations. (see attached Exhibit A)

Barge will also submit a 7460 to the FAA to receive airspace approval for the new hangar construction.

Information about any site concerns or design-related issues known by the City should be reported to Barge for documentation as part of this task.

It is our understanding that the City of Enterprise will seek a 50/50 grant from the State Aeronautics Bureau. Barge will prepare the grant application for this funding and submit it to the Aeronautics Bureau.

b. Hangar Design Plans

Barge understands that the City wishes to construct an 80'x80' corporate hangar that will house fueled aircraft. It is also our understanding that the authority having jurisdiction has interpreted the IBC/NFPA to determine that the storage hangar usage will not need a foam fire suppression system or a sprinkler system. We understand that the living quarters will need a sprinkler system. This proposal assumes that there will be adequate fire flow and pressure adjacent to the new hangar location. A topographic and utility survey of the hangar site and immediate vicinity will be completed during this phase. In addition, the topographic survey will also provide the existing ground surface along the proposed sanitary sewer line back to the lift station on C.R. 622. Only marked utilities will be located and this proposal does not include any subsurface utility locations. The Civil design will locate the hangar and establish the proper Finished Floor Elevation (FFE) as well as providing a grading and erosion control plan. The Civil design will also incorporate the design of approximately 5,275 sf of apron space. The apron will be designed for both asphalt and concrete with bid alternates to allow the Owner to choose which material will be used. The base bid will include a connector from the hangar to the taxilane only. The assumed utilities include domestic water and a fire line for the sprinklered area. It is understood that Others will design a domestic sewer line that will discharge to the lift station that was constructed several ago on C.R 622. This will have a run length of approximately 1,000' (see Figure 2 below). Barge will only provide the existing ground topographic survey for the sanitary sewer along with a tie-in point within 5' of the new hangar. Please see the attached scope (labeled as Exhibit B) for the Architectural, Structural, Fire Protection, and Mechanical & Plumbing design (subcontracted). All disciplines including Civil, Architectural, Mechanical, Electrical, Plumbing, Fire Protection, and Structural will perform design elements to provide a "ready to bid" package. Several alternates will be included. As previously stated, the Base Bid will include an 80'x60' hangar with a connector from the hangar to the taxilane. Additive Alternate No. 1 will be

to expand the hangar to the full 80'x80'. Additive Alternate No. 2 will be the full buildout and finish of the living quarters in the 80'x20' space. Additive Alternate No. 3 will be to construct the remaining apron space. Alternate No. 4 will be an epoxy hangar floor. Additive Alternate No. 5 will be a HVLS fan in the hangar. The apron will not be lit but the hangar will have exterior lighting. Per previous conversations, parking for the hangar, will not be designed. It is assumed that the occupants will park on the existing asphalt surface directly behind the hangar location.

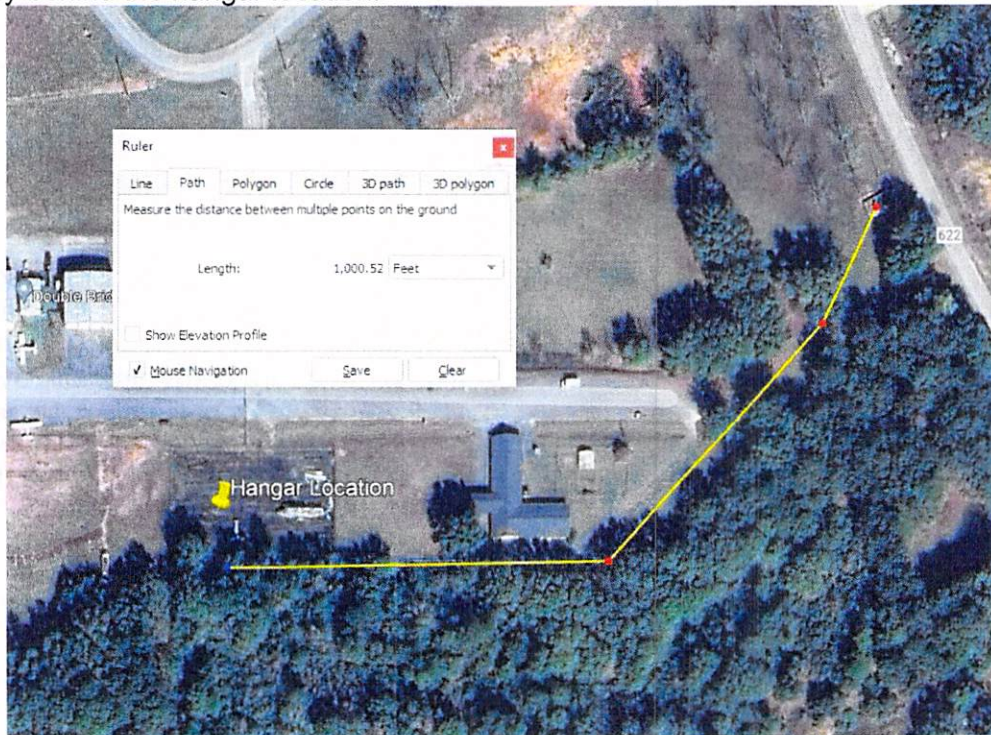


Figure 2

c. Bidding Services

Barge will assemble and compile the electronic work products developed under the design tasks and prepare a set of construction drawings for the project. The drawing package will include such drawings as Barge deems appropriate and necessary to bid and construct the project.

Barge will provide support to the City to advertise, receive bids, and award construction contracts based on the construction documents prepared by Barge. Specific support to be provided will include:

- Attend and moderate a Pre-bid Conference.
- Providing sets of the Contract Documents to contractors seeking to submit bid proposals. Contractors will be able to receive Contract Documents from Barge in electronic format at no charge.
- Respond to bidders' questions in writing through the issuance of any addenda to the Contract Documents. We expect to issue one or two addendums.
- Development and issuance of any Construction Drawing or Specification Revisions for inclusion in any addenda to the Bid Documents.
- Attend bid opening meeting.
- Prepare a Certified Tabulation of Submitted Bids and submit to the City.
- Assist the City in evaluation of bids and recommend award of the contract to the lowest responsive and responsible bidder.

d. Construction Administration/RPR

Not included in this scope of services

III. Additional Services

If additional services beyond what is listed in the tasks outlined in Section II are required, this work can be completed utilizing an hourly rate subtask.

IV. Project Understandings, Assumptions, and Exclusions

- a. Barge will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows.
- i. Barge will have access to the site and adjoining areas, as required.
 - ii. Environmental studies and reports are excluded.
 - iii. Detention design is excluded.
 - iv. Sanitary Sewer design is by others and is excluded.
 - v. Powered security gate design is excluded.
 - vi. Permit, recording fees, etc. are excluded from the fee proposal.
 - vii. The site will not have to meet ADA requirements and design of a parking lot is excluded from the contract.
 - viii. Boundary surveys are excluded.
 - ix. The utility companies will be contacted, as well as Alabama One Call 811, to mark utilities in the project area. The survey will locate marked utilities.
 - x. Design will not be phased, and one set of construction documents will be produced.
 - xi. Power will be delivered to the hangar site by the local power company. No design fees are included for the design of primary power to the hangar location.
 - xii. Adequate water supply and pressure is available to achieve required fire protection flows and pressures.
 - xiii. Schedule is dependent upon the timely receipt of critical information, such as final site plan, building footprints with utility points of connection, responses from regulatory authorities, and Owner/Contractor/Property Owners. Information to be provided by others will be received in a timely manner that corresponds to the civil engineering/site development project schedule. If the information is not received in a timely manner, then additional design fees may be required.
 - xiv. In providing the Engineer's opinion of probable construction cost (EOPCC), the Client understands that Barge has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing, and that Barge's EOPCC are made on the basis of Barge's professional judgment and experience. Barge makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Barge's EOPCC.
 - xv. Plans and Project Manuals will be sent to Contractors electronically. Final Contract Documents will be provided after contract award to the selected bidder.
 - xvi. Retaining wall design is excluded from the proposal.
 - xvii. Site renderings are excluded from the proposal.
 - xviii. Sanitary sewer lift station design is excluded from the proposal.
 - xix. LEED certification is excluded from the proposal.
 - xx. The City of Enterprise Fire Department will conduct a flow test for the site.

- b. The following excluded services can be provided as an additional service with an appropriate adjustment in fees.
 - i. Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction (such as, but not limited to, soil conditions, environmental issues, etc.).
 - ii. Boundary or subsurface Survey.
 - iii. Construction Administration and/or Resident Project Inspections
 - iv. Design revisions requested by those outside the project team and stakeholders beyond the schematic design phase.
 - v. Preparation of multiple, separate construction contract packages.
 - vi. Offsite Utility design.
 - vii. Environmental studies.
 - viii. Construction stakeout.
 - ix. Design of a foam fire suppression system

V. Time of Performance

Barge is prepared to begin work within two weeks upon receipt of a signed professional services agreement or written authorization to proceed. Upon receipt of the authorization to proceed, Barge will furnish a schedule to the City of Enterprise. The design is anticipated to take approximately 8 weeks to complete.

VI. Client's Responsibilities

Barge strives to work closely with our clients. For the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

- a. Provide information as required to support development of Barge's scope, as required in the project agreement for services.
- b. Provide review comments in a timely manner.
- c. Provide single point of contact for project coordination purposes.

VII. Deliverables

Several deliverables will be produced as part of the basic professional services. The following is a list of documents that will be produced electronically as a part of this effort.

- a. 50% Conceptual Plans
- b. 90% Review Set
- c. Final Corporate Hangar Plans and accompanying Project Manual for Bidding
- d. Addenda
- e. Bid Tabulation and Bid Award Recommendation Letter

VIII. Compensation

Client agrees to pay Barge a Lump Sum Fee as listed in the table below to complete the scope of work as defined in the tasks above. Barge will submit monthly invoices based on percent of work completed to date.

Fee Summary Table

Items	Fee Type	Fee Amount
Project Development	Lump Sum	\$5,417.00
Survey	Lump Sum	\$3,755.00
Geotechnical Report	Lump Sum	\$6,246.00
Hangar Plans & Specifications (Contract Manual)	Lump Sum	\$123,308.00
Bidding Phase	Lump Sum	\$5,571.00
TOTAL	Lump Sum	\$144,297.00

March 17, 2025

Jonathan Tullos
City Administrator
City of Enterprise
PO Box 311000
Enterprise, AL 36330

Jonathan,

Below is a preliminary scope of work and estimated fee to prepare a plan for the Rucker Boulevard corridor to support reinvestment and revitalization. Review sessions with an "advisory committee" are included in the scope. This committee could include representatives of City staff, council, land bank authority, as well as property/business owners and/or residents from the corridor, as determined by the City.

Included in the scope is a market analysis to be prepared by Allaway Associates and KPS Group. In addition to identifying retail development opportunities, the analysis would include an assessment of property values, retail leasing rates and related real estate trends. Let me know if you have any questions or recommendations regarding the scope and estimated fee.



SCOPE OF SERVICES

PROJECT INITIATION / ASSESSMENT \$18,350

- Hold kickoff meeting with City Project Team
- Assemble mapping and other information and develop an inventory of existing conditions. Document blighting conditions consistent with State Code Title 24
- Evaluate retail market and real estate conditions and trends
- Conduct stakeholder interviews (including City officials, property and business owners, etc.)
- Prepare assessment report and review with advisory committee

VISIONING \$7,300

- Conduct survey of residents, property and business owners
- Hold focus group meeting with property and business owners and other stakeholders identified by the City
- Hold workshop to solicit public opinions on concerns and aspirations for the corridor
- Review stakeholder and community input with advisory committee and draft vision and goals



DEVELOPMENT STRATEGY \$20,450

- Identify locations for reinvestment, infill and/or redevelopment and areas to be protected/preserved
- Prepare land use plan based on Comprehensive Plan, market analysis and visioning results
- Develop recommendations on public infrastructure, facilities and services investments to support private investment along the corridor, including improvement concepts for Rucker Blvd (including consultation with ALDOT)
- Review recommendations with advisory committee

FOCUS AREA CONCEPTS \$10,600

- Prepare reinvestment, infill and redevelopment concepts for three locations along the corridor (locations identified with City officials)
- Review with advisory committee, prepare final illustrations

IMPLEMENTATION STRATEGY \$11,050

- Prepare preliminary recommendations for implementation including priorities, acquisition, public investments, incentives and other strategies to reduce blight and encourage reinvestment, funding sources
- Review recommendations with advisory committee and revise priorities and strategies as needed
- Prepare complete draft of corridor plan

REVIEW AND ADOPTION \$4,750

- Review plan draft in joint meeting with the Planning Commission and City Council
- Present plan in a public hearing before the Planning Commission
- Present plan in a public hearing before the City Council

TOTAL ESTIMATED FEE **\$72,500**



P. O. Box 311000
Enterprise, Alabama 36331
Office: 334-348-2684 Fax: 334-347-1120
eprd@enterpriseal.gov

MEMO

TO: City Council and Mayor Cooper

FROM: Blake Moore, Director

DATE: April 15, 2025

SUBJECT: Approve Small Box Shop Tenant

I am requesting approval of Strickly Teas as the new tenant for the Small Box Shop. There were four applicants and the Strickly Teas was approved by the Main Street Board of Directors.

Thank you for your consideration and approval of this request.

A handwritten signature in black ink, appearing to read 'Blake Moore', is written in a cursive style.

COMMERCIAL LEASE

This is a legally binding contract. If not understood, seek competent advice.

STATE OF ALABAMA, Coffee County

This lease made this day of _____ by and between the City of Enterprise, Alabama, whose address is, 501 S. Main Street, Enterprise, Alabama 36330, hereinafter called "Landlord" and by _____, whose address is _____, hereinafter called "Tenant".

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration the receipt of which is hereby acknowledged, the Landlord does hereby demise and let unto the Tenant the following described Premises in the City of Enterprise, County of Coffee, Alabama, the ("Leased Premises") subject to existing easements, rights of way, restrictions, reservations, and matters existing de facto or revealed by visible inspection, as well as all the regulatory laws and ordinances of the political subdivision in which the property is situated, for use and occupation by the Tenant as retail space and for no other or different use or purpose, for and during the term of this lease or extensions thereof:

DESCRIPTION OF LEASED PREMISES The leased premises ("Premises") consist of the repurposed shipping container located at 123 South Main Street, Enterprise Alabama 36330.

TERM The Term of this Lease shall be a month to month term and shall begin on _____, 2023.

RENT Base Rent: Tenant agrees to pay to Landlord or if designated by Landlord, to Agent, at the above designated address of said party, without demand, deduction or set-off, on the first day of each month of said Term, as described in the schedule immediately following this paragraph, in advance, as rent for said Leased Premises, the sum of FIFTY DOLLARS (\$50) per month ("Base Rent"). Base Rent for any period during the Term which is for less than one month shall be a prorated portion of the monthly rental due hereunder. Tenant shall pay upon execution of the lease one full month's rent and deposit.

-Additional Rent: All additional amounts owed by Tenant to Landlord pursuant to the terms and conditions of this Lease shall be deemed to be and shall become additional rent hereunder ("Additional Rent"), whether or not the same shall be designated as such or shall be due and payable along with usual rental payments

DEPOSIT As security for the payment of rent and any and all other sums of money for which Tenant shall or may become liable to pay to Landlord under this lease, Landlord and Tenant agree that Tenant will deposit with Landlord the sum of \$50.00 on the date of execution of this lease, to be held for the faithful performance by Tenant of all covenants and agreements under this lease, said deposit to be returned to Tenant after termination of this lease, provided Tenant shall have made all such payments and performed all such covenants and agreements, and if not, said deposit may be applied by Landlord to any rent owed or damages done, with reservation of all rights and remedies at law or in equity. Nothing in this paragraph shall be deemed to limit the amount of any claim, demand or cause of action of Landlord against Tenant under the provision of this lease.

HOURS OF OPERATION REQUIREMENT As a condition of this Lease, Tenant agrees to be open to the public a minimum of five (5) days per week within the hours of 9:00AM and 5:00PM.

CONDITION OF PREMISES This lease is made upon the following terms, conditions, and covenants: The Premises leased under this Lease is leased in AS-IS condition, with no warranties, express or implied. Tenant agrees and acknowledges that neither Landlord nor any agent of Landlord has made any representations or promises with respect to said Premises. The Tenant has examined the Leased Premises and accepts the same in the physical condition in which the same now exists, AS-IS. As further consideration for Landlord leasing the Premises to Tenant, Tenant agrees to water the exterior plants adjoining the Leased Premises 3 times per week.

UTILITIES/REST ROOM FACILITIES. Landlord will pay for electricity. There shall be no other utilities permitted or provided, unless Landlord expressly consents to the same in writing.

LANDLORD REPAIRS Landlord shall not be obligated or required to make any repairs or do any other work on or about said Leased Premises or any part thereof, or on or about any Leased Premises connected therewith, but not hereby leased, unless and only to the extent as mutually agreed in writing. All portions of Premises hereby leased shall be kept in good repair by Tenant and at the end of the term hereof, the Tenant shall deliver the demised Leased Premises to Landlord in good repair and condition, reasonable wear and tear excepted. Neither Landlord nor its agents, shall not liable for any deaths, injury, loss or damage resulting from Tenant's use of the Premises (or by any licensee, invitee or guest of Tenant) or any repair or improvement and undertaken, voluntarily or involuntarily, by or on behalf of, the Landlord.

TENANT REPAIRS Tenant will replace all keys lost or broken. If repairs are necessary to the Premises, Tenant shall immediately notify Landlord and not attempt to make any repairs. Landlord reserves the right to, at any time, suspend this lease for such time as necessary to cause any repairs to be made.

LANDLORD'S ACCESS Landlord reserves the right to enter upon said Leased Premises and to make such repairs and to do such work on or about said Leased Premises as Landlord may deem necessary or proper, or that Landlord may be lawfully required to make. Landlord reserves the right to visit and inspect said Leased Premises at all reasonable times related to compliance with this Lease or for such other purposes as Landlord deems necessary.

SIGNS No signs of any character shall be erected on the Leased Premises until the consent thereof in writing is first obtained from the Landlord. The consent to a particular alteration, addition, improvement, or change shall not be deemed a consent to, nor a waiver of, a restriction against alterations, additions, improvements or changes for the future. Landlord may, at Tenant's expense, remove and dispose of any sign not approved by Landlord.

PUBLIC LIABILITY INSURANCE AND INDEMNITY Tenant shall during the entire term of this Lease, at Tenant's own expense keep in force by advance payment of premiums, public liability insurance in an amount of not less than \$1,000,000.00 for injury to or death of one person or as a result of one occurrence and not less than \$1,000,000.00 for injury to or death of more than one person as a result of one occurrence and for damage to property in the amount of \$300,000.00, or single limit of \$ 1,000,000.00 , insuring Tenant, Landlord, and agents and employees of Landlord (as an additional insured) against any liability that may accrue against them or either of them on account of any occurrences in or about the demised Leased Premises during the term or in consequence of Tenant's occupancy thereof and resulting in personal injury or death or property damage. Tenant shall on request furnish to Landlord certificates of all insurance required under this paragraph.

DEFECTS IN PREMISES Landlord shall not be liable for any death, injury or damage caused by, or growing out of, any defect in said Premises.

TRASH Tenant will keep the Leased Premises and adjacent grounds including, walks and steps, if any, free and clear of all cans, bottles, fragments, debris, trash, and any other items not specifically allowed hereunder. Tenant will indemnify, defend and hold Landlord harmless from all damages or claims arising out of Tenant's failure to do so.

EVENTS OF DEFAULT Events of default on behalf of Tenant are the failure of Tenant to keep any term, covenant or condition of the Lease.

ABANDONMENT; RE-LETTING In the event the Tenant abandons the Leased Premises before the expiration of the term, whether voluntarily or involuntarily, or violates any of the terms, conditions, or covenants hereof, the Landlord shall have the privilege at Landlord's option of re-entering and taking possession of said Leased Premises and leasing all or any portion of said Leased Premises for such term and for such use deemed as satisfactory to the Landlord, applying each month the net proceeds obtained from said leasing to the credit of the Tenant herein, up to the amount due under the terms of this lease and the balance to the Landlord and, said leasing shall not release the Tenant from liability hereunder for the rents reserved for the residue of the term hereof, but Tenant shall be responsible each month for the difference, if any, between the net rents obtained from such leasing and the monthly rent reserved hereunder, and said difference shall be payable to the Landlord on the first day of each month for the residue of the term hereof.

RE-ENTRY, ETC. NO BAR No re-entry allowed hereunder shall bar the recovery of rent or damages for the breach of any of the terms, conditions, covenants on the part of the Tenant herein contained. The receipt of rent after breach or condition broken, or delay on the part of Landlord to enforce any right hereunder, shall not be deemed a waiver of forfeiture, or a waiver of the right of the Landlord to annul the lease or to re-enter said Leased Premises or to re-let the same, or to accelerate the maturity of the rents hereunder,

IMPROVEMENTS AND ADDITIONS PROPERTY OF LANDLORD Except specifically consented to in writing by Landlord, the Tenant will not make or permit to be made any alterations, additions, improvements or changes in the Leased Premises, nor will the Tenant paint the outside of the structure or permit the same to be painted without the written consent of the Landlord before work is contracted or let. If damage is caused to the Premises due to removal of any allowed alterations, additions, etc., Tenant shall be responsible for said damages.

TRANSFER OR ASSIGNMENT, CONDITIONS Each and every transfer or assignment of this lease, or any interest therein, and each and every sub-letting of said premises, or any part thereof, or any interest therein, shall be null and void, unless the written consent of the Landlord be first obtained thereto. As a condition precedent to the obtaining of such consent, the assignee or sub-Tenant must assume, in writing, all the obligations of the Tenant hereunder, but such assumption shall not operate to release the Tenant from any agreement or understanding on the part of the Tenant expressed or implied in this lease.

NOTICE AND DEMANDS All notices and demands authorized or required to be given to the Tenant under any provision hereof must be in writing, and may be delivered to the Tenant in person or left on or in the Leased Premises or shall be conclusively deemed to have been delivered to the Tenant if the same be deposited in the United States mail addressed to the Tenant at the Leased Premises or the Tenant's address show on page 1 with the proper postage affixed thereto. All notices herein authorized are required to be given to the Landlord may be given by certified mail, addressed to the Landlord at the address of the Landlord shown on page 1 of this lease, or in care of the Landlord's rental agent at that time authorized by the Landlord to service this lease, and said notices must be in writing.

TENANT WILL HOLD HARMLESS Tenant will indemnify, defend and hold Landlord free and harmless from all demands, claims and suits or expenses caused by any default committed hereunder on the part of Tenant. Tenant will further indemnify, defend and save harmless Landlord and Agent from any loss, cost, damage and/or expense caused by injuries to persons or property while in, on or about the Leased Premises, not attributable to the willfully wrongful act of Landlord. Any property stored in or on the Leased Premises shall be at the sole risk of Tenant. The Landlord has the right to move the leased space and the contents within it, with no liability for any breakage or theft of property left in the space.

NON-WAIVER The failure of the Landlord to insist, in any one or more instances, upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Landlord of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Landlord of any provision hereof shall be deemed to have been made unless expressed in writing, and signed by the Landlord.

BINDING EFFECT It is understood and agreed by the parties hereto that this lease shall be binding upon the Tenant, its executor, administrator, heirs, assigns or successors.

ENTIRE AGREEMENT This Lease contains the entire understanding between the parties and supersedes any prior understanding or agreements between them respecting the subject matter. No representations, arrangements or understandings except those fully expressed herein, are or shall be binding upon the parties. No changes, alterations, modifications, additions or qualifications to the terms of this Lease shall be made or be binding unless made in writing and signed by each of the parties.

COUNTERPARTS Several copies of this Lease may be executed by all of the parties. All executed copies constitute one and the same Lease, binding upon all parties.

IN WITNESS WHEREOF, the Landlord and the Tenant have respectively executed these presents this ____ day of
, 2023.

Witness for Landlord:

_____:

Its: Mayor

Witness for Tenant:

Tenant: _____

By: (Name)

Its: _____

Witness for Tenant:

Tenant: _____

By: (Name)

Its: _____



P. O. Box 311000
Enterprise, Alabama 36331
Office 334-348-2684 Fax 334-347-1120
eprd@enterpriseal.gov

MEMO

TO: City Council and Mayor Cooper

FROM: Blake Moore, Director

DATE: April 15, 2025

SUBJECT: Approve annual agreement with Main Street Alabama

I am requesting for approval of our annual agreement with Mainstreet Alabama. This agreement is for the purpose of participation in the Main Street Program.

This agreement is to signed by our City of Enterprise Mainstreet Director. In absence of this position, Blake Moore, Community Services and Recreation Director will sign agreement.

Thank you for your consideration and approval of this request.

A handwritten signature in black ink, appearing to read "Blake Moore", is written over the typed name.

2025-2026 Memorandum of Agreement between MAIN STREET ALABAMA and DESIGNATED MAIN STREET ORGANIZATION

IMPORTANT REMINDERS:

- The deadline to submit this signed agreement, along with all required documents and dues payment, is 5:00pm on May 16, 2025.
- All documents must be uploaded electronically in PDF format to this form.
- Dues should be mailed to: Main Street Alabama, 880 Montclair Road, Suite 245, Birmingham, AL 35213 (*we no longer have a P.O. Box*)
- Main Street Directors must enter monthly economic impact statistics into Maestro within ten (10) days of the end of each month.
- Main Street Directors must attend all Director Trainings or send a representative from the community if they are unable to attend.

Name of DESIGNATED MAIN STREET ORGANIZATION*(required)

DESIGNATED MAIN STREET ORGANIZATION City*(required)

This agreement is entered into and executed by MAIN STREET ALABAMA and _____, also referred to as the LOCAL PROGRAM.

This agreement is for the purpose of participation in the Main Street Program. MAIN STREET ALABAMA will administer the statewide Main Street Program and provide technical assistance and training to selected communities.

The parties agree to the following:

Section I: Agrees To:

1. Continue to employ a Director/Program Manager who will be responsible for the day-to-day administration of the MAIN STREET ORGANIZATION. In the event the Director/Program Manager position becomes vacant, the position will be filled within 4 months of the vacancy. Upon hiring a new director, agree to send them to the next four point training conducted in Alabama.
2. Maintain financial resources necessary to conduct an annual and evolving program of work. The budget should be specifically dedicated for the purpose of revitalizing the commercial district. Expend funds and in-kind services for maintaining an office in the district, and travel and operating budget necessary for the LOCAL PROGRAM.
3. Implement the Main Street Four Point Approach® methodology recommended by the National Main Street Center and MAIN STREET ALABAMA, including development of an annual written Work Plan for the LOCAL PROGRAM and the establishment of a strong, broad-based organizational system to include the following committees: organization, promotion, design, and economic vitality.
4. Concentrate the MAIN STREET ORGANIZATION activities within the boundaries that are agreed upon by the LOCAL PROGRAM and MAIN STREET ALABAMA.

5. File all applicable IRS forms file in accordance with state and federal taxation laws.
6. Maintain key statistics such as reinvestment, job, and business creation for monitoring the progress of the LOCAL PROGRAM, submit monthly reports online using Maestro, and provide other information requested by MAIN STREET ALABAMA on or before the specified deadlines.
7. Send the Director to Quarterly Trainings and the annual Main Street Conference as designated by MAIN STREET ALABAMA. The local organization shall be responsible for the Director's travel costs and expenses associated with these meetings. *If the Director is unable to attend, someone from the local Main Street program must attend in their place.* Board members and volunteers are strongly encouraged to attend all training sessions.
8. Promote and encourage local committee and board member attendance at local, state, and national training opportunities, as identified by MAIN STREET ALABAMA.
9. Ensure that at least sixty percent (60%) of people designated to participate in any and all MAIN STREET ALABAMA on-site services are committed to attend at least 48 hours before the scheduled event. MAIN STREET ALABAMA reserves the right to cancel said on-site service if this requirement is not met.
10. Assist in local arrangements during on-site and public relations visits to the district, as requested by MAIN STREET ALABAMA.
11. Maintain current fee-paid status in the MAIN STREET ALABAMA organization, participating at the Designated Main Street Program tier.
12. Agree to acknowledge being an official MAIN STREET ALABAMA program in all printed and electronic materials, (i.e., websites, newsletters and brochures). Utilize MAIN STREET ALABAMA Designated Program logo and tagline following the established brand guidelines provided by MAIN STREET ALABAMA.
13. MAIN STREET ALABAMA will pay for each designated Main Street program annual dues to the National Main Street Center at the Designated Main Street Community level. This is one of the six criteria to be considered as an accredited program with the National Main Street Center.
14. Maintain broad-based public and private community support for the program through financial contributions and in-kind or volunteer support.
15. Annually review and update [Sweet Hometown Tours](#) information.

Section II: MAIN STREET ALABAMA Agrees To:

1. Designate a Main Street State Coordinator to manage communications with the community/district, MAIN STREET ALABAMA, state government agencies and the National Main Street Center, and to function as a liaison between public and private organizations with interests in downtown/district revitalization and historic preservation.
2. Continue designation of community/district as a Main Street Alabama Program and include the local Main Street Program in Main Street Alabama public relations and marketing. Link local program to the MAIN STREET ALABAMA website: www.mainstreetalabama.org
3. Plan and implement a program of work and schedule for a statewide program in Alabama.
4. Conduct and provide access to an annual four point training on the Main Street Four Point Approach™ at a location and date to be determined, open to all program Directors, local board members, local committee members and local government representatives from the Main Street communities, and provide all necessary materials related to training at no cost to the local program.

5. Conduct training sessions for new board members as requested, and one on-site training session in the community/district for development of goals, objectives, and annual work plan, as requested. MAIN STREET ALABAMA will also provide guidelines and other materials designed to assist in the educational process.

6. Provide Main Street directors meetings and workshops to be held at locations around the state to further develop and refine the skills of the Director, board members, committee members and local government representatives.

7. Provide advice, technical assistance and on-site visits to the local program Director and community/district as requested by the local program and agreed upon by the MAIN STREET ALABAMA State Coordinator.

8. Facilitate and promote ongoing press coverage of the MAIN STREET ALABAMA program and its individual local programs.

9. Provide a year-end review to assess program activities and accomplishments, review goals and program of work for the coming year. This will include a self-evaluation by the local program completed in advance of the on-site visit through the Main Street Reporting page from the National Main Street Center. The site visit could consist of a roundtable discussion with local board members, committee chairs and the Director to evaluate the program's progress for the past year and aid the community in deciding the direction of the program in the upcoming year and a tour of the district and any MSA funded projects. This will include an assessment process from Main Street America.

10. With approval of funding - provide a grant opportunity and entrepreneur funding opportunities for each designated program upon meeting requirements of the annual MOA. Attendance at the required trainings will be tracked and factored into any funding opportunities by attendance percentage. For example, if a community only attends 80% of the required meetings, then grants will be at 80% funding rather than 100%.

Section III: MAIN STREET ALABAMA and jointly agree that:

1. The term of this agreement shall be for one calendar year, beginning June 1, 2025, and ending on May 31, 2026.

2. If funds anticipated for continued fulfillment are, at any time, not forthcoming or insufficient for continuation of the contractual agreement, then either party shall have the right to amend or terminate this agreement without penalty by giving not less than sixty (60) days written notice to the other party.

3. Should the DESIGNATED MAIN STREET PROGRAM fail to comply with the provisions of the annual Memorandum of Agreement, MAIN STREET ALABAMA may choose to send that program a written initial notice. *MAIN STREET ALABAMA will provide training and advice as needed to assist the program to meet the provisions of the Memorandum of Agreement.* If there is no response or progress toward meeting the provisions, the local program may be placed on probationary status and ineligible for any services or funds from MAIN STREET ALABAMA. The notice will include a summary of violations and provide guidance on how to correct the problem. The local program will be reevaluated ninety (90) days following the first warning.

4. Jointly hold each other harmless for any activities of the other including but not limited to general liability, automobile liability, worker's compensation, and employer's liability.

WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT. BY:

DESIGNATED MAIN STREET PROGRAM President/Board Chairperson*(required)

DESIGNATED MAIN STREET PROGRAM President/Board Chairperson Signature*(required)

x

draw type

Signature of DESIGNATED MAIN STREET PROGRAM President/Board Chairperson
Date*(required)

DESIGNATED MAIN STREET PROGRAM Director Signature*(required)

x

draw type

Signature of DESIGNATED MAIN STREET PROGRAM Director
Date*(required)

Local Program Information:

Name of Local Program Director*(required)

Local Program Director Email*(required)

Beginning Year as Main Street Director*(required)

Cell Phone #*(required)

Office Phone Number *(required)

Mailing Address*(required)

Physical Address*(required)

Local Program Website*(required)

Facebook Address*(required)

Other Social Media Links

Instagram, X (formerly Twitter), LinkedIn, etc.
Board of Directors Chair/President*(required)

Board of Directors Chair/President Phone #*(required)

Board of Directors Chair/President Email*(required)

Term of Office*(required)

Board of Directors Chair/President Address*(required)

Please also complete the following:

The information requested below will be kept confidential and used only for statistical purposes by MAIN STREET ALABAMA.

Organizational Structure of Local Program (check all that apply)*(required)

Stand-Alone Main Street Program

Main Street/Chamber Combination

Umbrella Program (identify entities involved in the program in the box to the right)

City Program

501(c)3

501(c)6

Additional Info about Organizational Structure

City Population*(required)

Number of Board Members*(required)

Revenue from Memberships/or private contributions*(required)

City Contribution*(required)

County Contribution*(required)

In-Kind Contribution

Other Revenue*(required)

Event Revenue*(required)

Total Annual Program Budget [This includes Executive Director Salary]*(required)

Includes Executive Director Salary
Executive Director Annual Salary*(required)

Payroll Taxes

Other Staff Salary(s)

Staff Benefits*(required)

General Expenses*(required)

Rent, etc.

Travel Budget*(required)

Design Committee Budget*(required)

Economic Vitality Committee Budget*(required)

Organization Committee Budget*(required)

Promotion Committee Budget*(required)

Other Program Expenses*(required)

Document Uploads:

List of activities in each of the 4 Points for coming year*(required)

Uploader drag files here.

List of Board Members and Committee Chairs*(required)

Uploader drag files here.

Include name and email address. Indicate which Board Members how long each member has served on the board

Operational Budget*(required)

Uploader drag files here.

MEMORANDUM

TO: City Council Members, Mayor William E. Cooper, Sr., and Beverly Sweeney, City Clerk

FROM: David W. Ewing, Grant Administrator

SUBJECT: 2024 CDBG Project LR-CE-PF-24-020 (Asbestos Quotes)

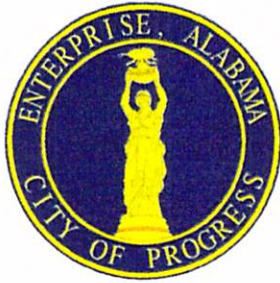
DATE: April 03, 2025

I recommend we accept and authorize entering into a Contract with Southern Earth Sciences, Inc. of Panama City, Florida for \$675.00 per structure for the asbestos inspection and testing for the above referenced project. The per structure price quote included an Asbestos Inspection, Lab fees, and generation of a fully documented Report for each individual property slated for demolition. The Asbestos Inspection will be paid for out of the CDBG grant funds.

On March 18, 2025, I emailed four (4) firms that have conducted Asbestos Inspections on properties in southeast Alabama and below are the responses and per structure price quotes received by the March 28, 2025 5:00 PM deadline for asbestos inspection and testing of all properties slated for demolition and clearance under the City's 2024 CDBG demolition project.

Southern Earth Sciences, Inc.	\$ 675.00 per structure
Environmental Material Consultants, Inc.	\$ 850.00 per structure (*)

(*) EMCI stipulated their budget was predicated on a minimum of six (6) structures per trip.



City of Enterprise

Department of Engineering Services & Public Works
501 S Main Street
Enterprise, Alabama 36330
Phone (334) 348-2671
Fax (334) 348-2672

MEMORANDUM

TO: Beverly Sweeney, City Clerk
FROM: Barry Mott, City Engineer/Public Works Director
DATE: 4/10/2025
RE: Council Agenda – Request to Receive Bids for CDBG Project # LR-CE-PF-24-020

I am seeking Council approval to go out for bids for the demolition project as part of the 2024 Community Development Block Grant. Bidding will take place in phases. This request is for all phases, and not each individual phase. Bids will be advertised and conducted by Ewing, Conner, and Associates. There will be up to 57 structures demolished as part of this process.

Barry Mott

**ABC INTRODUCTION
APRIL 15, 2025**

BUSINESS NAME: MURPHY OIL USA INC

DBA: MURPHY USA 5690

**LOCATION ADDRESS: 600 BOLL WEEVIL CIRCLE SUITE 9
ENTERPRISE, AL 36330**

LICENSES APPLYING FOR:

RETAIL BEER & RETAIL WINE (OFF PREMISES)

THIS LICENSE CAN BE INTRODUCED ON APRIL 15, 2025.