

**AGENDA**  
**JUNE 6, 2023**  
**CITY COUNCIL MEETING**

The Enterprise City Council will convene in Regular Session at 6:00 p.m., Tuesday, June 6, 2023 in the Council Chambers at City Hall.

- 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 Work Session Minutes of May 16, 2023
- City Council Meeting Minutes of May 16, 2023
- Accounts Payable (A) for May 2023 in the amount of **\$927,271.39** as follows:  
City of Enterprise - \$744,581.65      Water Works Board - \$182,689.74
- Accounts Payable (B) for May 2023 in the amount of **\$190.67** as follows:  
City of Enterprise - \$190.67
- Contract Billings in the amount of **\$1,338,700.76** as follows:  
**Whaley Construction Co., Inc. -**  
Application No. 4 - \$1,005,068.72 – Construction – Recreation & Aquatics Center  
**Wiregrass Construction Co., Inc. -**  
Estimate No. 4 - \$193,071.49 – Construction – FY23 Resurfacing/Phase III (B)  
**Blankenship Contracting, Inc. -**  
Estimate No. 11 - \$66,614.29 – Construction – Hwy 167N Sewer Utilities Relocation  
**Poly, Inc. -**  
Invoice No. 19764 - \$14,055.56 – Engineering/Design – FY23 Resurfacing/Phase III (B)  
Invoice No. 19816 - \$1,815.70 – Engineering Services – Hwy 167N Sewer Utilities Relocation  
Invoice No. 19821 - \$48,000.00 – Engineering/Design – Multipurpose Recreational Complex/Phase II  
**Ewing-Conner and Associates, Inc. -**  
Invoice No. 8 - \$2,000.00 – Contract Administrative Services – 2021 CDBG Demolition Project  
**KPS Group -**  
Invoice No. 3 - \$250.00 – Contract Services – Zoning Map  
Invoice No. 13 - \$7,825.00 – Contract Planning Services – April 2023
- Travel Requests as follows:

<b><u>Administrative</u></b> Tracey Brown AMROA Summer Conference Birmingham, Alabama August 9-11, 2023 Estimated Cost: \$1,183.90	<b><u>Magistrate</u></b> Tammy Stuckey AMCCMA Annual Conference Orange Beach, Alabama September 20-24, 2023 Estimated Cost: \$1,601.93
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- Airport**  
Anthony Amos  
Mike Simmons  
Proper Fuel Handling & Quality Assurance Training  
Birmingham, Alabama  
July 11-13, 2023  
Estimated Cost: \$1,400.00

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

- STAFF REPORTS.....President

**OLD BUSINESS**

REVIEW & CONSIDER BID RECOMMENDATION.....President  
(Corporate Hangar/Airport)

Introduce and call for consideration of a recommendation from City Engineer/Public Works Director Barry Mott to award the bid for the construction of a corporate hangar at Enterprise Municipal Airport to Hollon Contracting, LLC, in the amount of \$1,666,837.00, for the base bid only. Further recommendation is made to not award the Alternate 1 bid item at \$89,703.15 for additional concrete on this project. Other bids received are as follows:

	<u>Base Bid</u>	<u>Alt 1</u>	<u>Total Bid</u>
• Elite Building Group	\$1,856,880.00	\$43,677.45	\$1,900,557.45
• Gencon Associates	\$1,987,000.00	\$45,450.00	\$2,032,450.00
• Wyatt Sasser Construction	\$1,893,500.00	\$86,355.00	\$1,979,855.00
• Hughes Construction	\$1,835,000.00	\$75,750.00	\$1,910,750.00
• Navigator International	\$27,304,354.12	\$63,125,000.00	\$90,429,354.12

REVIEW & CONSIDER BID RECOMMENDATION.....President  
(Pickleball Complex/Phase I)

Introduce and call for consideration of a recommendation from City Engineer/Public Works Director Barry Mott to award the bid for Phase I construction of the new pickleball complex to Beasley Construction in the total bid amount of \$517,000.00 (Base Bid and Alternate #1). No other bids were received.

PUBLIC HEARING & CONSIDERATION/ABC LICENSE REQUEST.....President  
(Folklore Brewing Enterprise)

Call for a public hearing prior to consideration of a request from Folklore Brewing and Meadery LLC d/b/a Folklore Brewing Enterprise for an ABC Manufacturer license located at 621 Boll Weevil Circle, Suite 19.

At the close of the hearing, call for consideration of the ABC license request.

**NEW BUSINESS**

INTRODUCE PLANNING COMMISSION RECOMMENDATIONS.....President

Introduce for the record, a recommendation from the Enterprise Planning Commission to approve the following requests for the rezone of property:

- A request by Heron Cove, LLC for the rezoning of 16.57 acres of land from B-1 (Business District) to R-75-A (Residential District) located at 300 Heron Cove Drive.
- A request by Todd Boland, on behalf of McDaniel Farms, for the rezoning of 4.72 acres of land from R-85 (Residential District) to B-3 (Business District) located at the southeast corner of Highway 167 and Salem Road.

INTRODUCE ORDINANCE 06-06-23.....President  
(Heron Cove, LLC Rezone)

Introduce Ordinance 06-06-23, providing for the rezone of 16.57 acres of land owned by Heron Cove, LLC from B-1 (Business District) to R-75-A (Residential District) located at 300 Heron Cove Drive.

Call for a public hearing to be held at the regular meeting scheduled for July 5, 2023.

INTRODUCE ORDINANCE 06-06-23-A.....President  
(McDaniel Farms Rezone)

Introduce Ordinance 06-06-23-A, providing for the rezone of 4.72 acres of land owned by McDaniel Farms from R-85 (Residential District) to B-3 (Business District) located at the southeast corner of Highway 167 and Salem Road.

Call for a public hearing to be held at the regular meeting scheduled for July 5, 2023.

AUTHORIZE MAYOR TO EXECUTE LEASE AGREEMENT.....President  
(Circle City Balloon Co./Main Street Incubator)

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

AUTHORIZE MAYOR TO EXECUTE MEMORANDUM OF AGREEMENT.....President  
(Main Street Alabama)

Call for a motion to authorize the Mayor to execute 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 year, beginning June 1, 2023, and ending on May 31, 2024.

AUTHORIZE MAYOR TO EXECUTE TRADEMARK SUBLICENSE AGREEMENT.....President  
(Main Street Alabama)

Call for a motion to authorize the Mayor to execute a Trademark Sublicense Agreement with Main Street Alabama to provide Main Street Enterprise with certain rights to use the National Main Street Center, Inc.’s name and trademarks.

CONSIDER REQUEST TO HIRE ADDITIONAL FIREFIGHTERS.....President

Introduce and call for consideration of a request from Human Resources Director Christina Meissner to amend the FY 2023 budget to hire three (3) additional firefighters at an estimated cost of \$34,940.29 with fringe. The request is being made prior to the end of budget year due to the necessity to recruit and enroll these additional personnel into the Fire College, which begins September 5, 2023.

REQUEST PERMISSION TO SEEK BIDS.....President  
(Parks & Recreation/Concession Services)

Introduce and call for consideration of a request from Billy Powell, Director of Community Services and Recreation, to seek bids for contract concession and operation services for the city’s baseball, softball, and football facilities.

REVIEW & CONSIDER STREET LIGHTING MODIFICATION.....President  
(Bella Woods Subdivision, Phase I)

Introduce and call for consideration of a request from City Engineer/Public Works Director Barry Mott to install the following new street lights at an annual cost of \$717.12:

- (8) 45W LED fixtures and decorative light poles in Bella Woods Subdivision, Phase I

REQUEST APPROVAL OF PURCHASE ORDER.....President  
(Pickleball Complex/Lighting)

Introduce and call for consideration of a request from City Engineer/Public Works Director Barry Mott for the approval to issue a purchase order to Musco Lighting in the amount of \$84,000.00 for lights to be installed at the new pickleball facility.

MAYORS REPORT.....President

COUNCIL MEMBERS COMMENTS.....President

ADJOURNMENT: 5:00 p.m., Tuesday, June 20, 2023 Council Work Session.....President

ADDENDUM:

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**TO: MAYOR AND CITY COUNCIL**  
**FROM: BEVERLY SWEENEY, CITY CLERK**  
**RE: CONSENT AGENDA FOR JUNE 6, 2023 COUNCIL MEETING**  
**DATE: JUNE 2, 2023**

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

- A. The minutes of the May 16, 2023 Work Session**
- B. The minutes of the May 16, 2023 Regular Session**
- C. Accounts Payable (A) for May 2023 in the amount of \$927,271.39 as follows:**  
City of Enterprise - \$744,581.65      Water Works Board - \$182,689.74
- D. Accounts Payable (B) for May 2023 in the amount of \$190.67 as follows:**  
City of Enterprise - \$190.67
- E. Contract Billings in the amount of \$1,338,700.76 as follows:**
  - Whaley Construction Co., Inc. -**  
Application No. 4 - \$1,005,068.72 – Construction – Recreation & Aquatics Center
  - Wiregrass Construction Co., Inc. -**  
Estimate No. 4 - \$193,071.49 – Construction – FY23 Resurfacing/Phase III (B)
  - Blankenship Contracting, Inc. -**  
Estimate No. 11 - \$66,614.29 – Construction – Hwy 167N Sewer Utilities Relocation
  - Poly, Inc. -**  
Invoice No. 19764 - \$14,055.56 – Engineering/Design – FY23 Resurfacing/Phase III (B)  
Invoice No. 19816 - \$1,815.70 – Engineering Services – Hwy 167N Sewer Utilities Relocation  
Invoice No. 19821 - \$48,000.00 – Engineering/Design – Multipurpose Recreational Complex/Phase II
  - Ewing-Conner and Associates, Inc. -**  
Invoice No. 8 - \$2,000.00 – Contract Administrative Services – 2021 CDBG Demolition Project
  - KPS Group -**  
Invoice No. 3 - \$250.00 – Contract Services – Zoning Map  
Invoice No. 13 - \$7,825.00 – Contract Planning Services – April 2023
- F. Travel Requests as follows:**
  - Administrative**  
Tracey Brown  
AMROA Summer Conference  
Birmingham, Alabama  
August 9-11, 2023  
Estimated Cost: \$1,183.90
  - Airport**  
Anthony Amos  
Mike Simmons  
Proper Fuel Handling & Quality Assurance Training  
Birmingham, Alabama  
July 11-13, 2023  
Estimated Cost: \$1,400.00
  - Magistrate**  
Tammy Stuckey  
AMCCMA Annual Conference  
Orange Beach, Alabama  
September 20-24, 2023  
Estimated Cost: \$1,601.93

## **CITY COUNCIL WORK SESSION MINUTES OF MAY 16, 2023**

The Enterprise City Council convened in Work Session at 4:00 p.m., Tuesday, May 16, 2023 in the Council Chambers at City Hall. Notice of the meeting was posted as Per Act 2005-40 (Code of Alabama).

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.  
City Attorney Rainer Cotter  
Consulting Engineer Glenn Morgan  
City Department Heads  
Ben Goldman, Hand Arendall Harrison Sale LLC

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

The following items were discussed:

- Q2 Goal Update
- Review of Agenda
- Land Bank/Redevelopment Authority
- Fire Personnel Discussion
- Pickleball Discussion
- July 4, 2023 Council Meeting
- Airport Ground Lease
- Dolly Parton Imagination Library Request

### **RECESS WORK SESSION**

The Work Session was recessed at 5:50 p.m. and reconvened at 6:25 p.m.

### **EXECUTIVE SESSION**

Council President Townsend informed those in attendance that an Executive Session was needed to discuss issues requiring legal advice and counsel related to litigation and economic development. City Attorney Rainer Cotter advised the Council it would be appropriate to go into Executive Session to discuss such matters. A motion was made by Council Member Johnson, seconded by Council Member Rich, for the Council to go into Executive Session. All Council Members – Aye. Before moving into Executive Session, Council President Townsend notified attendees that the Council expected to be in Executive Session for approximately 20 minutes, with no further business to follow.

### **CALL FOR EXECUTIVE SESSION**

At 6:25 p.m., Attorney Rainer Cotter appeared before the Council and stated that items pending before the Council involved issues requiring legal advice and counsel related to litigation and economic development.

WHEREAS, the City Council of the City of Enterprise, Alabama, with a quorum being present, was conducting a meeting on the 16<sup>th</sup> day of May, 2023, the time, date, place, and agenda of which was duly announced and notices of which were posted in accordance with the Alabama Open Meetings Law Act 2005-40 (Act); and,

WHEREAS, the following persons were in attendance: Council Members Rich, Goolsby, Padgett, Johnson, and Townsend. Council President Townsend presided over the meeting. Mayor William E. Cooper and City Administrator Jonathan Tullos were present. City Attorney Rainer Cotter was present; and,

WHEREAS, during the course of said meeting, a motion was made by Council Member Johnson for the Council to go into Executive Session for the purpose of legal advice and counsel, being one of the following purposes authorized by the Act:

- Reputation and Character
- Legal Advice and Counsel
- Security Plans
- State and/or Federal Law
- Law Enforcement
- Real Estate Transactions
- Trade Secrets
- Public Employee Negotiations
- Quasi-Judicial Deliberations

Which motion was seconded by Council Member Rich; and,

WHEREAS, the Attorney advised the Council that a declaration was required by the Act for an Executive Session if it was in regard to any of the following purposes:

- Legal Advice and Counsel
- Law Enforcement
- Trade Secrets
- Employee Negotiations

WHEREAS, Attorney Rainer Cotter appeared before the Council and stated for the record that he/she was duly qualified and/or had the personal knowledge to provide the requisite declaration for the stated purpose of the Executive Session authorized by the Act and informed the Council that an Executive Session was necessary for the following reason:

Discussion of issues requiring legal advice and counsel related to litigation and economic development.

WHEREAS, the President directed the City Clerk to enter into said motion, purpose, and declaration into the minutes of the meeting and called for a vote on said motion; and,

WHEREAS, said vote in regard to the motion for Executive Session was taken with the “yeas” and “nays” being recorded into the minutes as follows:

- |             | <u>Yeas</u> | <u>Nays</u> |
|-------------|-------------|-------------|
| 1. Rich     |             |             |
| 2. Goolsby  |             |             |
| 3. Padgett  |             |             |
| 4. Johnson  |             |             |
| 5. Townsend |             |             |

And the President declared that a majority of the votes being in favor of the motion, that such motion had therefore passed and the Council would forthwith recess into Executive Session at 6:25 p.m. for the purpose as stated in said motion and no other purpose, in accordance with the Act and reconvene in approximately 20 minutes.

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Attorney

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

RECONVENE IN WORK SESSION

The Work Session was recessed into Executive Session at 6:25 p.m. and reconvened into Work Session at 6:45 p.m. after duly made motion and second with all Ayes.

ADJOURNMENT

There being no further business before the Council, the President declared the Work Session adjourned at 6:45 p.m.

\_\_\_\_\_  
Turner Townsend  
Council President

\_\_\_\_\_  
Beverly Sweeney  
City Clerk

**CITY COUNCIL MEETING MINUTES OF MAY 16, 2023**

The Enterprise City Council convened in Regular Session at 6:00 p.m., Tuesday, May 16, 2023 in the Council Chambers at City Hall.

**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. A motion was made by Council Member Padgett, seconded by Council Member Johnson, to approve the agenda of the meeting as submitted. 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 May 2, 2023
- City Council Meeting Minutes of May 2, 2023
- Contract Billings in the amount of **\$1,032,804.25** as follows:
  - Whaley Construction Co., Inc. -**  
Application No. 3 - \$497,334.15 – Construction – Recreation & Aquatics Center
  - Wiregrass Construction Co., Inc. -**  
Estimate No. 7 - \$7,830.00 – Construction – FY22 Resurfacing/Phase III (A)
  - Beasley Construction Services, Inc. -**  
Estimate No. 3 - \$495,389.45 – Construction – Multipurpose Recreational Complex/Phase I
  - Poly, Inc. -**  
Invoice No. 19751 - \$16,150.65 – Construction Phase Services – Multipurpose Recreational Complex/Phase I
  - Ewing-Conner and Associates, Inc. -**  
Invoice No. 7 - \$4,000.00 – Contract Administrative Services – 2021 CDBG Demolition Project
  - Southern Earth Sciences, Inc. -**  
Invoice No. P220379-05 - \$5,850.00 – Asbestos Surveys – 2021 CDBG Demolition Project/Phase VI
  - Fine Geddie & Associates -**  
Invoice No. 2111 - \$6,250.00 – Contract Services – May 2023
- Travel Requests as follows:

<b><u>E-911</u></b>	<b><u>Tourism</u></b>
Tangi Hill	Tammy Doerer
AAND Workshop & Board Meeting	Southeast Tourism Society Marketing College
Prattville, Alabama	Macon, Georgia
July 19-21, 2023	June 4-9, 2023
Estimated Cost: \$570.50	Estimated Cost: \$2,856.00

A motion was made by Council Member Rich, seconded by Council Member Goolsby, to approve the Consent Agenda as presented. 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)**

Dr. Arthur Estrada and Mr. James Sims addressed the Council to register complaints regarding the noise levels experienced by residents living near Bama Slam.

**STAFF REPORTS**

Police Chief Michael Moore reported he is currently working with Coffee County Sheriff Scott Byrd to resolve issues regarding excessive noise at Bama Slam.

**OLD BUSINESS**

**REVIEW & CONSIDER BID RECOMMENDATION (Sidewalk Rehabilitation)**

The President introduced and called for consideration of a recommendation from City Engineer/Public Works Director Barry Mott to award Bid Requisition No. 2023-03 for sidewalk rehabilitation to Lewis Incorporated for a unit price contract not to exceed \$246,000.00. No other bids were received.

**BID RECOMMENDATION (Continued):**

A motion was made by Council Member Johnson, seconded by Council Member Rich, to award Bid Requisition No. 2023-03 for sidewalk rehabilitation to Lewis Incorporated for a unit price contract not to exceed \$246,000.00. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

**NEW BUSINESS****REVIEW & CONSIDER RESOLUTION 05-16-23 (Sewer Utilities Relocation/Hwy 167N)**

The President introduced and called for consideration of Resolution 05-16-23, providing to approve Supplemental Agreement No. 4 for utility relocation costs with the State of Alabama, acting by and through the Alabama Department of Transportation, for the relocation of sewer utilities on Hwy 167N in conflict with the state's construction of Project No. STPAA-A115(900). Resolution 05-16-23 further authorizes the Mayor to execute the agreement contingent upon ALDOT approval.

A motion was made by Council Member Rich, seconded by Council Member Padgett, to adopt Resolution 05-16-23. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried and Resolution 05-16-23 duly passed and adopted.

**AUTHORIZE MAYOR TO EXECUTE GRANT AGREEMENT (ALDOT/Airport Hangar)**

The President called for a motion to authorize the Mayor, with review by the City Attorney, to execute an agreement with the Alabama Department of Transportation for funding assistance in the amount of \$500,000.00 to construct a new corporate hangar at Enterprise Municipal Airport.

A motion was made by Council Member Padgett, seconded by Council Member Johnson, to authorize the Mayor, upon review by the City Attorney, to execute an agreement with the Alabama Department of Transportation for funding assistance of \$500,000.00 to construct a new corporate hangar at Enterprise Municipal Airport. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

**AUTHORIZE MAYOR TO EXECUTE PROFESSIONAL SERVICES AGREEMENT (Barge Design Solutions, Inc./Airport Hangar)**

The President called for a motion to authorize the Mayor, with review by the City Attorney, to execute a Professional Services Agreement with Barge Design Solutions, Inc. in the amount of \$162,835.00 for engineering design and bid services related to the construction of a new corporate hangar at Enterprise Municipal Airport.

A motion was made by Council Member Johnson, seconded by Council Member Goolsby, to authorize the Mayor to execute a Professional Services Agreement with Barge Design Solutions, Inc. in the amount of \$162,835.00 for engineering design and bid services related to the construction of a new corporate hangar at Enterprise Municipal Airport. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

**INTRODUCE ABC LICENSE REQUEST (Folklore Brewing Enterprise)**

The President introduced a request from Folklore Brewing and Meadery LLC d/b/a Folklore Brewing Enterprise for an ABC Manufacturer license located at 621 Boll Weevil Circle, Suite 19, and called for a public hearing to be held at the regular meeting scheduled for June 6, 2023.

**REQUEST PERMISSION TO PURCHASE EQUIPMENT (Parks & Recreation/Infield Machine)**

The President introduced and called for consideration of a request from Billy Powell, Director of Community Services and Recreation, to purchase one (1) Toro 2040Z Sandpro Infield Machine from Jerry Pate Turf and Irrigation at a cost of \$22,845.90. The equipment is a budgeted item in the FY 2023 budget.

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

**REVIEW & CONSIDER STREET LIGHTING MODIFICATION (Coone Street, Andrews Street, Clay Road & David Road)**

The President introduced and call for consideration of a request from City Engineer/Public Works Director Barry Mott to install the following street lights at a total monthly cost of \$167.40:

- (10) 31W Cobra Head 3,700 -4,700 Lumens Fixtures and Associated Equipment

STREET LIGHTING MODIFICATION (Continued):

A motion was made by Council Member Rich, seconded by Council Member Goolsby, to approve the street lighting request as submitted. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

ACCEPT DONATION FROM WIREGRASS AUTISM ASSOCIATION (Weevil Statue/Johnny Henderson Park)

The President called for a motion to accept the donation of a commissioned Weevil Statue from Wiregrass Autism Association and further authorize the Statue to be placed in Johnny Henderson Park.

A motion was made by Council Member Goolsby, seconded by Council Member Johnson, to accept the donation of a commissioned Weevil Statue from Wiregrass Autism Association and further authorize the Statue to be placed in Johnny Henderson Park. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

APPROVE NOMINATION TO HEALTH CARE AUTHORITY

The President introduced and called for consideration of a request by the Board of Directors of the Enterprise Health Care Authority to approve the following nomination to the Health Care Authority of the City of Enterprise:

- John Ryan, for a five-year term beginning January 5, 2023, and ending January 4, 2028

A motion was made by Council Member Rich, seconded by Council Member Goolsby, to approve the nomination of John Ryan to the Health Care Authority of the City of Enterprise for a five-year term beginning January 5, 2023, and ending January 4, 2028. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

MAYORS REPORT

Mayor Cooper provided reports and announcements from various departments, projects, and events.

COUNCIL MEMBERS COMMENTS

Council Members thanked Dr. Estrada and Mr. Sims for their comments, meeting attendees, and citizens watching online.

ADJOURNMENT

There being no further business before the Council, the President adjourned the Regular Session at 6:25 p.m. and announced that the Council would reconvene in Work Session to discuss issues requiring legal advice and counsel related to litigation and economic development in Executive Session.

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Turner Townsend  
Council President

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Beverly Sweeney  
City Clerk

**ACCOUNTS PAYABLE MAY 2023 - A**

**WATER WORKS BOARD**

<b>TOTAL</b>	<b>\$182,689.74</b>
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**CITY OF ENTERPRISE**

ADMINISTRATIVE DEPT CAPITAL	\$0.00
ADMINISTRATIVE DEPARTMENT	\$49,327.16
AIRPORT CAPITAL PROJECTS	\$0.00
CIVIC CENTER	\$13,013.21
CIVIL DEFENSE	\$154.24
CULTURE & RECREATION	\$0.00
DISPOSAL PLANT	\$95,967.54
TOURISM	\$19,927.13
E-911	\$6,695.68
ENGINEERING DEPARTMENT	\$53,294.62
ENG DEPT CAPITAL PROJ	\$0.00
ENTERPRISE LIBRARY	\$2,595.25
ENTERPRISE MUNICIPAL AIRPORT	\$5,813.68
ENTERPRISE MUNICIPAL AIRPORT FUEL	\$56,958.09
FARMER'S MARKET	\$14,275.32
FIRE DEPARTMENT	\$61,461.45
FIRE CAPITAL PROJECT	\$1,682.00
FLEET MAINTENANCE	\$23,276.43
GASOLINE	\$58,798.95
HEALTH & WELFARE	\$0.00
INCUBATOR	\$1,164.64
MUNICIPAL COURT	\$1,129.93
PARKS & RECREATION	\$61,110.21
PARKS & RECREATION CAPITAL PROJ	\$872.29
POLICE DEPARTMENT	\$49,202.27
SANITATION DEPARTMENT	\$73,429.43
SENIOR CITIZENS	\$494.00
SEWER DEPARTMENT	\$39,856.06
STREET DEPARTMENT	\$54,082.07
STREET CAPITAL PROJECTS	\$0.00
<b>TOTAL</b>	<b>\$744,581.65</b>

**ACTION OF THE MAYOR**

**APPROVAL** \_\_\_\_\_

**EXCEPTIONS** \_\_\_\_\_

**DATE** \_\_\_\_\_

05/10/2023 08:52  
dslater

CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 0520Gf1 TO 0520Gf1 DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	
ADMINISTRATIVE	
FEDEX	112.97
QUADIENT FINANCE USA	979.92
UNITED PARCEL SERVICE	8.00
	-----
	1,100.89
AIRPORT	
CINTAS CORPORATION	5.39
QUADIENT FINANCE USA	46.92
SOUTHERN LINC	33.65
UNITED PARCEL SERVICE	8.00
	-----
	93.96
CIVIC CENTER	
BRIGHTSPEED	136.20
CENTURYLINK	1,167.37
UNITED PARCEL SERVICE	8.00
	-----
	1,311.57
DISPOSAL DEPT	
UNITED PARCEL SERVICE	8.00
	-----
	8.00
E-911	
UNITED PARCEL SERVICE	8.00
	-----
	8.00
ENGINEERING	
CINTAS CORPORATION	57.48
QUADIENT FINANCE USA	309.18
UNITED PARCEL SERVICE	8.00
	-----
	374.66
FARMER'S MARKET	
CENTURYLINK	1,978.41
	-----
	1,978.41
FIRE	
CHARTER COMMUNICATIONS	122.67
QUADIENT FINANCE USA	3.00
UNITED PARCEL SERVICE	8.00
	-----
	133.67

FLEET MAINTENANCE

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 0520Gf1 TO 0520Gf1 DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
CINTAS CORPORATION	73.15
SOUTHERN LINC	85.81
UNITED PARCEL SERVICE	8.00
	-----
	166.96
JUDICIAL	
QUADIENT FINANCE USA	73.56
	-----
	73.56
PARKS/RECREATION	
ALABAMA POWER COMPANY	559.38
QUADIENT FINANCE USA	2.40
UNITED PARCEL SERVICE	8.00
US BANK EQUIPMENT FINANCE	141.06
XEROX BUSINESS SOLUTIONS SE	138.73
	-----
	849.57
POLICE	
QUADIENT FINANCE USA	73.14
UNITED PARCEL SERVICE	8.00
	-----
	81.14
PUBLIC WORKS	
CINTAS CORPORATION	36.96
	-----
	36.96
SANITATION	
SOUTHERN LINC	21.82
UNITED PARCEL SERVICE	8.00
	-----
	29.82
SENIOR CITIZENS CENTER	
QUADIENT FINANCE USA	7.68
UNITED PARCEL SERVICE	8.00
	-----
	15.68
SEWER	
UNITED PARCEL SERVICE	8.00
	-----
	8.00
STREET	
QUADIENT FINANCE USA	2.40
UNITED PARCEL SERVICE	8.00
	-----

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WARRANT RANGE: 0520Gf1 TO 0520Gf1 DATES: 10/01/22 TO 09/30/23

ORG	VENDOR NAME	AMOUNT
	-----	-----
		10.40
TOURISM		
	QUADIENT FINANCE USA	21.60
	-----	-----
		21.60
WATER FUND - ADMINISTRATIVE		
	QUADIENT FINANCE USA	19.20
	UNITED PARCEL SERVICE	8.00
	-----	-----
		27.20
	-----	-----
	TOTAL	6,330.05
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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 052023T1 TO 052023T1 DATES: 10/01/22 TO 09/30/23

ORG	
VENDOR NAME	AMOUNT
-----	
GENERAL FUND	
CITY GENERAL FUND	21.60
	-----
	21.60
	-----
TOTAL	21.60
** END OF REPORT - Generated by Demetris Slater **	

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 052023E1 TO 052023E1 DATES: 10/01/22 TO 09/30/23

ORG	VENDOR NAME	AMOUNT
-----		
E-911		
	BRIGHTSPEED	111.80
		-----
		111.80

GENERAL FUND		
	CITY GENERAL FUND	8.00
		-----
		8.00

	TOTAL	119.80
-----		

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 0520Sc1 TO 0520Sc1 DATES: 10/01/22 TO 09/30/23

ORG	
VENDOR NAME	AMOUNT
-----	
GENERAL FUND	
CITY GENERAL FUND	15.68
	-----
	15.68
	-----
TOTAL	15.68
** END OF REPORT - Generated by Demetris Slater **	

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 0520Sd1 TO 0520Sd1 DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
DISPOSAL DEPT	
CINTAS CORPORATION	45.76
	-----
	45.76
GENERAL FUND	
CITY GENERAL FUND	16.00
	-----
	16.00
	-----
TOTAL	61.76
** END OF REPORT - Generated by Demetris Slater **	

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 0520Ww1 TO 0520Ww1 DATES: 10/01/22 TO 09/30/23

ORG	AMOUNT
VENDOR NAME	
-----	
GENERAL FUND	
CITY GENERAL FUND	27.20
	-----
	27.20
WATER FUND	
SYNOVUS BANK	44,624.00
	-----
	44,624.00
WATER FUND - ADMINISTRATIVE	
ALABAMA POWER COMPANY	7,004.16
	-----
	7,004.16
	-----
TOTAL	51,655.36
** END OF REPORT - Generated by Demetris Slater **	

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 0520Gf2 TO 0520Gf2 DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	
ADMINISTRATIVE	
ALABAMA POWER COMPANY	28.04
FEDEX	149.32
VERIZON WIRELESS	844.99
	-----
	1,022.35
AIRPORT	
CINTAS CORPORATION	10.78
TROY CABLEVISION INC	139.95
	-----
	150.73
CIVIC CENTER	
ALABAMA POWER COMPANY	499.87
CINTAS CORPORATION	66.16
VERIZON WIRELESS	134.03
	-----
	700.06
E-911	
VERIZON WIRELESS	42.08
	-----
	42.08
ENGINEERING	
CINTAS CORPORATION	57.48
VERIZON WIRELESS	435.59
	-----
	493.07
FIRE	
VERIZON WIRELESS	659.53
	-----
	659.53
FLEET MAINTENANCE	
CINTAS CORPORATION	73.15
	-----
	73.15
JUDICIAL	
VERIZON WIRELESS	127.96
	-----
	127.96
LIBRARY	
ALABAMA POWER COMPANY	1,625.00
	-----
	1,625.00

PARKS/RECREATION

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 0520Gf2 TO 0520Gf2 DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	-----
VERIZON WIRELESS	485.63
	-----
	485.63
POLICE	
AAA STORAGE BUILDINGS	100.00
VERIZON WIRELESS	3,675.48
	-----
	3,775.48
PUBLIC WORKS	
CINTAS CORPORATION	36.96
VERIZON WIRELESS	203.41
	-----
	240.37
WATER FUND - ADMINISTRATIVE	
VERIZON WIRELESS	443.47
	-----
	443.47
	-----
TOTAL	9,838.88
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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 052023E2 TO 052023E2 DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME

AMOUNT

-----  
GENERAL FUND

CITY GENERAL FUND

42.08

-----  
42.08

TOTAL

42.08

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 0520Sd2 TO 0520Sd2 DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	
DISPOSAL DEPT	
CINTAS CORPORATION	49.50
	-----
	49.50
	-----
TOTAL	49.50

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 0520Ww2 TO 0520Ww2 DATES: 10/01/22 TO 09/30/23

ORG	VENDOR NAME	AMOUNT
-----		
GENERAL FUND		
CITY GENERAL FUND		443.47
		-----
		443.47
WATER FUND - ADMINISTRATIVE		
ARISTA INFORMATION SYSTEMS INC		10,670.78
		-----
		10,670.78
		-----
	TOTAL	11,114.25
** END OF REPORT - Generated by Demetris Slater **		

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WARRANT RANGE: 0520Gf3 TO 0520Gf3 DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	
ADMINISTRATIVE	
CHARTER COMMUNICATIONS	95.16
FEDEX	108.93
XEROX CORPORATION	391.19
	-----
	595.28
AIRPORT	
BRIGHTSPEED	277.60
CHARTER COMMUNICATIONS	112.08
COVINGTON ELECTRIC COOPERATIVE	592.58
	-----
	982.26
ENGINEERING	
ALABAMA POWER COMPANY	455.05
CINTAS CORPORATION	57.48
COVINGTON ELECTRIC COOPERATIVE	487.23
PEA RIVER ELECT COOP	42.21
	-----
	1,041.97
FIRE	
CHARTER COMMUNICATIONS	77.01
	-----
	77.01
FLEET MAINTENANCE	
CINTAS CORPORATION	73.15
	-----
	73.15
INCUBATOR	
TROY CABLEVISION INC	79.95
	-----
	79.95
JUDICIAL	
XEROX CORPORATION	120.10
	-----
	120.10
PARKS/RECREATION	
ALABAMA POWER COMPANY	105.41
BRIGHTSPEED	71.26
XEROX CORPORATION	196.27
	-----
	372.94
POLICE	
BRIGHTSPEED	142.52
COVINGTON ELECTRIC COOPERATIVE	125.06

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 0520Gf3 TO 0520Gf3 DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	-----
	267.58
PUBLIC WORKS	
CINTAS CORPORATION	36.96
COVINGTON ELECTRIC COOPERATIVE	256.28
	-----
	293.24
	-----
TOTAL	3,903.48
** END OF REPORT - Generated by Demetris Slater **	

CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

ORG

VENDOR NAME	AMOUNT
DISPOSAL DEPT	
ALABAMA POWER COMPANY	45.51
CINTAS CORPORATION	42.02
	-----
	87.53
	-----
TOTAL	87.53
** END OF REPORT - Generated by Demetris Slater **	

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WARRANT RANGE: 0520Ww3 TO 0520Ww3 DATES: 10/01/22 TO 09/30/23

ORG	
VENDOR NAME	AMOUNT
-----	
WATER FUND - ADMINISTRATIVE	
CHARTER COMMUNICATIONS	99.99
COVINGTON ELECTRIC COOPERATIVE	116.35
WELLS FARGO VENDOR FIN SERV	97.39
	-----
	313.73
	-----
TOTAL	313.73
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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 051923TT TO 051923TT DATES: 10/01/22 TO 09/30/23

ORG		
VENDOR NAME		AMOUNT
-----		
TOURISM		
KPS LLC		3,600.00
	-----	
		3,600.00
	-----	
	TOTAL	3,600.00
** END OF REPORT - Generated by Bobbi Jo Lewis **		

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 0520Gf4 TO 0520Gf4 DATES: 10/01/22 TO 09/30/23

ORG	VENDOR NAME	AMOUNT
-----		
ADMINISTRATIVE		
	CANON SOLUTIONS AMERICA	1,360.50
	SOUTHEAST ALABAMA GAS DISTRICT	149.18
		-----
		1,509.68
AIRPORT		
	CINTAS CORPORATION	10.78
	COVINGTON ELECTRIC COOPERATIVE	959.77
		-----
		970.55
CIVIC CENTER		
	BRIGHTSPEED	136.20
	CANON SOLUTIONS AMERICA	143.39
	SOUTHEAST ALABAMA GAS DISTRICT	201.84
	TROY CABLEVISION INC	257.56
		-----
		738.99
ENGINEERING		
	CANON SOLUTIONS AMERICA	304.15
	CINTAS CORPORATION	57.48
	COVINGTON ELECTRIC COOPERATIVE	1,455.55
		-----
		1,817.18
FARMER'S MARKET		
	SOUTHEAST ALABAMA GAS DISTRICT	23.55
		-----
		23.55
FIRE		
	CANON SOLUTIONS AMERICA	133.20
	CHARTER COMMUNICATIONS	166.64
	COVINGTON ELECTRIC COOPERATIVE	378.48
	SOUTHEAST ALABAMA GAS DISTRICT	155.28
		-----
		833.60
FLEET MAINTENANCE		
	CINTAS CORPORATION	73.15
		-----
		73.15
INCUBATOR		
	SOUTHEAST ALABAMA GAS DISTRICT	20.80
		-----
		20.80
JUDICIAL		
	CANON SOLUTIONS AMERICA	133.20

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 0520Gf4 TO 0520Gf4 DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
	133.20
PARKS/RECREATION	
CANON SOLUTIONS AMERICA	310.47
SOUTHEAST ALABAMA GAS DISTRICT	26.00
	336.47
POLICE	
BRIGHTSPEED	179.30
CANON SOLUTIONS AMERICA	620.94
WELLS FARGO FINANCIAL LEASING	94.79
	895.03
PUBLIC WORKS	
BRIGHTSPEED	71.26
CANON SOLUTIONS AMERICA	284.89
CINTAS CORPORATION	36.96
SOUTHEAST ALABAMA GAS DISTRICT	176.76
	569.87
TOURISM	
CANON SOLUTIONS AMERICA	133.20
	133.20
WATER FUND - ADMINISTRATIVE	
CANON SOLUTIONS AMERICA	574.37
	574.37
TOTAL	8,629.64

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 0520Sd4 TO 0520Sd4 DATES: 10/01/22 TO 09/30/23

ORG	
VENDOR NAME	AMOUNT
-----	
DISPOSAL DEPT	
ALABAMA POWER COMPANY	40.38
CINTAS CORPORATION	49.50
COVINGTON ELECTRIC COOPERATIVE	24,208.97
	-----
	24,298.85
SEWER	
COVINGTON ELECTRIC COOPERATIVE	614.70
	-----
	614.70
	-----
TOTAL	24,913.55
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WARRANT RANGE: 0520Ww4 TO 0520Ww4 DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	
GENERAL FUND	
CITY GENERAL FUND	574.37
	-----
	574.37
WATER FUND - ADMINISTRATIVE	
COVINGTON ELECTRIC COOPERATIVE	22,749.71
SOUTHEAST ALABAMA GAS DISTRICT	99.67
	-----
	22,849.38
	-----
TOTAL	23,423.75
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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

ORG	VENDOR NAME	AMOUNT
-----	-------------	--------

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 052023E4 TO 052023E4 DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	
E-911	
BRIGHTSPEED	2,698.91
	-----
	2,698.91
	-----
TOTAL	2,698.91
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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 0520Gf5 TO 0520Gf5 DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	
ADMINISTRATIVE	
FEDEX	109.16
QUADIENT FINANCE USA	739.72
TROY CABLEVISION INC	1,950.00
	-----
	2,798.88
CIVIC CENTER	
CENTURYLINK	1,167.37
CINTAS CORPORATION	33.08
	-----
	1,200.45
ENGINEERING	
CINTAS CORPORATION	57.48
QUADIENT FINANCE USA	596.12
	-----
	653.60
FARMER'S MARKET	
CENTURYLINK	1,976.12
TROY CABLEVISION INC	139.95
	-----
	2,116.07
FIRE	
QUADIENT FINANCE USA	6.00
TROY CABLEVISION INC	672.09
	-----
	678.09
JUDICIAL	
QUADIENT FINANCE USA	56.52
	-----
	56.52
PARKS/RECREATION	
AAA STORAGE BUILDINGS	80.00
ALABAMA POWER COMPANY	559.38
QUADIENT FINANCE USA	14.40
TROY CABLEVISION INC	161.05
US BANK EQUIPMENT FINANCE	76.45
	-----
	891.28
POLICE	
QUADIENT FINANCE USA	48.84
TROY CABLEVISION INC	79.95
	-----
	128.79

PUBLIC WORKS

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 0520Gf5 TO 0520Gf5 DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
TROY CABLEVISION INC	253.18
	-----
	253.18
SENIOR CITIZENS CENTER	
QUADIENT FINANCE USA	11.40
	-----
	11.40
STREET	
QUADIENT FINANCE USA	1.80
	-----
	1.80
WATER FUND - ADMINISTRATIVE	
QUADIENT FINANCE USA	25.20
	-----
	25.20
	-----
TOTAL	8,815.26

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 0520Ww5 TO 0520Ww5 DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	
GENERAL FUND	
CITY GENERAL FUND	25.20
	-----
	25.20

WATER FUND - ADMINISTRATIVE

ALABAMA POWER COMPANY	7,021.33
SOUTH ALABAMA ELECTRIC COOPERA	32.07
TROY CABLEVISION INC	79.95

-----  
7,133.35

-----  
TOTAL 7,158.55

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WARRANT RANGE: 0520Sc5 TO 0520Sc5 DATES: 10/01/22 TO 09/30/23

ORG		
VENDOR NAME		AMOUNT
-----		-----
GENERAL FUND		
CITY GENERAL FUND		11.40
		-----
		11.40
		-----
TOTAL		11.40
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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 060723G TO 060723G DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	
ADMINISTRATIVE	
ALABAMA COMMUNITY NEWSPAPERS	523.50
ALABAMA POWER COMPANY	8,089.24
ALABAMA TROPHY & GIFT CENTER	1,024.00
ALEXANDER HYDE LLC	6,321.00
AMAZON CAPITAL SERVICES INC	74.23
BRIGHTSPEED	950.92
CDW GOVERNMENT, INC.	118.12
DIGITAL ASSURANCE CERTIFICATIO	1,500.00
ENTERPRISE OFFICE SUPPLY	23.58
FORMAX, A DIVISION OF BESCOP,	838.00
HARRIS SECURITY SYSTEMS INC	11,945.00
J2 CLOUD SERVICES LLC	104.97
LATHEM TIME CORPORATION	703.20
M4 TECHNOLOGY	9,425.00
SESSIONS CLEANERS	50.00
STANARD & ASSOCIATES	247.73
TRISTATE GRAPHICS	122.95
WAL-MART COMMUNITY CARD	78.64
WHITTAKER WARREN INSURANCE	50.00
WIREGRASS REHABILITATION CENTE	110.00
	-----
	42,300.08
AIRPORT	
BRIGHTSPEED	641.25
BRUNSON PEST CONTROL	25.00
DOWLING TRUCK AND TRACTOR	217.46
QTPOD	2,475.00
SUNSOUTH LLC	107.47
THE CART GUYS	150.00
	-----
	3,616.18
CIVIC CENTER	
ALABAMA POWER COMPANY	6,872.22
BRIGHTSPEED	955.21
BRUNSON PEST CONTROL	50.41
ENTERPRISE OFFICE SUPPLY	65.26
ENTERPRISE PAPER & JANITORIAL	191.51
MOTION PICTURE LICENSING CORPO	423.53
VIKING AUTOMATIC SPRINKLER COM	504.00
	-----
	9,062.14
CIVIL DEFENSE	
ALABAMA POWER COMPANY	154.24
	-----
	154.24
DISPOSAL DEPT	
ALABAMA POWER COMPANY	10,679.61

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 060723G TO 060723G DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
BRUNSON PEST CONTROL	8.61
KNOWMYHIRE.COM	22.20
SOUTHEAST HEALTH ENTERPRISE CL	32.00
	-----
	10,742.42

ENGINEERING

ALABAMA COMMUNITY NEWSPAPERS	370.50
ALABAMA POWER COMPANY	29,686.89
AMAZON CAPITAL SERVICES INC	205.50
BRUNSON PEST CONTROL	222.76
COMFORT SYSTEMS USA	16,758.00
ENTERPRISE OFFICE SUPPLY	589.18
ENTERPRISE PAPER & JANITORIAL	264.62
KNOWMYHIRE.COM	20.30
SOUTHERN STAR	254.00
THE PARTS HOUSE	18.39
UNIVERSITY OF NORTH ALABAMA	199.00
VIKING AUTOMATIC SPRINKLER COM	126.00
WAL-MART COMMUNITY CARD	199.00
	-----
	48,914.14

FARMER'S MARKET

ALABAMA POWER COMPANY	473.73
BRIGHTSPEED	62.54
BRUNSON PEST CONTROL	11.38
ENTERPRISE PAPER & JANITORIAL	139.06
ENTERPRISE PRINTING LLC	217.00
IN THE GROOVE CONCRETE DESIGNS	8,650.00
TRISTATE GRAPHICS	75.00
VIKING AUTOMATIC SPRINKLER COM	430.50
WAL-MART COMMUNITY CARD	98.08
	-----
	10,157.29

FIRE

AIRGAS USA, LLC	119.68
ALABAMA FIRE COLLEGE	1,050.00
ALABAMA POWER COMPANY	2,895.62
BRIGHTSPEED	1,580.21
BRUNSON PEST CONTROL	30.90
CDW GOVERNMENT, INC.	258.28
COCA-COLA BOTTLING COMPANY	345.80
DOWLING TRUCK AND TRACTOR	2,952.54
ENTERPRISE MACHINE SHOP	80.87
LOWES HOME CENTER INC	540.66
NAFECO	24,336.76
PARKER'S DIESEL SERVICE	507.21
SEMINOLE COMMUNICATIONS INC	2,104.00
SOUTHERN DOOR CO	18,000.00
SUNBELT FIRE APPARATUS	2,909.18

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 060723G TO 060723G DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	-----
W S DARLEY & CO	1,364.94
WILLIAMS AUTO PARTS	2.90
	-----
	59,079.55
 FLEET MAINTENANCE	
ACCRUIT, LLC FBO THOMPSON TRAC	105.40
ADVANCE AUTO PARTS	479.66
BRUNSON PEST CONTROL	16.26
DAVIS OIL CO INC	13,149.45
DOWLING TRUCK AND TRACTOR	59.44
FLEETSOFT LLC	1,517.00
GOODSON AUTO PARTS	280.40
MCGRIFF TIRE CO., INC	1,508.32
NEXAIR, LLC	188.17
O'REILLY AUTO PARTS	2,705.09
PARKER'S DIESEL SERVICE	12.50
TOTAL PETROLEUM LLC	358.80
TOTAL PETROLEUM, LLC	752.58
WILLIAMS AUTO PARTS	1,756.95
	-----
	22,890.02
 GENERAL FUND	
PERRY BROTHERS AVIATION FUEL	56,958.09
TOTAL PETROLEUM, LLC	58,798.95
	-----
	115,757.04
 INCUBATOR	
ALABAMA POWER COMPANY	893.85
BRIGHTSPEED	141.25
BRUNSON PEST CONTROL	28.79
	-----
	1,063.89
 JUDICIAL	
J2 CLOUD SERVICES LLC	34.99
ODP Business Solutions	285.14
WIREGRASS REHABILITATION CENTE	298.46
	-----
	618.59
 LIBRARY	
BRUNSON PEST CONTROL	16.26
ENTERPRISE PAPER & JANITORIAL	160.27
LOWES HOME CENTER INC	43.72
SCARLETTE G. NAPPER	750.00
	-----
	970.25

PARKS/RECREATION

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 060723G TO 060723G DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
A BEST POOLS	93.16
ALABAMA POWER COMPANY	11,363.32
ALABAMA TROPHY & GIFT CENTER	2,995.00
AMAZON CAPITAL SERVICES INC	380.36
BEN E. KEITH	1,129.58
BRIGHTSPEED	439.91
BRUNSON PEST CONTROL	149.68
BRYAN SMITH ENTERPRISES - SMIT	949.00
CAM'S PRINT HOUSE/ CAM'S COTTO	1,034.00
CREATIVE BRICK & CONCRETE INC	53.84
DOWLING TRUCK & TRACTOR CO INC	44.04
ED SHERLING FORD INC	885.85
ENTERPRISE MACHINE SHOP	127.32
ENTERPRISE OFFICE SUPPLY	190.09
ENTERPRISE PAINT & INDUSTRIAL	182.90
ENTERPRISE PAPER & JANITORIAL	1,216.60
ENTERPRISE PRINTING LLC	3,619.75
FLOWERS BAKING CO OF THOMASVIL	259.74
FOUR R FARMS	4,700.50
GENEVA COUNTY COOPERATIVE ENTE	53.90
GREAT SOUTHERN RECREATION	1,128.00
KELLY SEED COMPANY	2,146.75
KNOWMYHIRE.COM	133.21
L & B SPORTING GOODS	10,431.25
LEWIS-SMITH SUPPLY CORP	1,383.58
LOWES HOME CENTER INC	1,619.13
MEDICAL CENTER ENTERPRISE	50.00
MILKY MOOS HOMEMADE ICECREAM	784.00
MOTION PICTURE LICENSING CORPO	753.36
O'REILLY AUTO PARTS	436.92
PARRISH ENTERPRISES INC	260.00
SMYRNA READY MIX CONCRETE, LLC	3,696.00
SOUTHEAST HEALTH ENTERPRISE CL	32.00
SOUTHERN PRIDE	930.00
SPIKES ENTERPRISES INC	942.60
SUNSOUTH LLC	364.64
TOMAHAWK SCREEN PRINTING	2,694.00
WAL-MART COMMUNITY CARD	38.34
WILLIAMS AUTO PARTS	482.00
	-----
	58,174.32

POLICE

ADVANCE AUTO PARTS	77.04
ALABAMA LAW ENFORCEMENT AGENCY	12,800.00
ALABAMA POWER COMPANY	616.91
AMAZON CAPITAL SERVICES INC	170.82
ANIMAL HEALTH CENTER	345.34
AUREUS INTERNATIONAL	70.00
BRIGHTSPEED	395.36
COFFEE CO SHERIFF'S OFFICE	8,434.60
ED SHERLING FORD INC	283.57

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 060723G TO 060723G DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
ENTERPRISE CHEVROLET	1,691.78
ENTERPRISE SIGNZ	370.00
J2 CLOUD SERVICES LLC	39.79
JASPER ENGINES & TRANSMISSIONS	3,296.00
KENS AUTO GLASS	250.00
MCGRIFF TIRE CO., INC	1,206.70
MEDICAL CENTER ENTERPRISE	100.00
O'REILLY AUTO PARTS	128.29
ODP Business Solutions	258.30
PB ELECTRONICS INC	524.00
PETSENSE	289.96
PROFESSIONAL BODY SHOP	4,724.61
REEVES COMPANY INC	133.04
RELATIONSHIP BUILDERS, INC	325.00
ROCIC	300.00
S & P COMMUNICATIONS	170.00
S & P COMMUNICATIONS LLC	170.00
SEMINOLE COMMUNICATIONS INC	5,823.50
SOUTHEAST HEALTH ENTERPRISE CL	117.00
STANARD & ASSOCIATES	46.00
THE PARTS HOUSE	683.86
TRANSUNION RISK AND ALTERNATIV	136.40
TRISTATE GRAPHICS	55.00
WILLIAMS AUTO PARTS	21.38
	-----
	44,054.25

PUBLIC WORKS

ALABAMA POWER COMPANY	5,201.52
AUREUS INTERNATIONAL	1,998.00
BRIGHTSPEED	1,084.10
ENTERPRISE OFFICE SUPPLY	236.52
ENTERPRISE PAPER & JANITORIAL	952.31
FLAGS UNLIMITED INC	1,517.40
G & C SUPPLY	1,726.50
LOWES HOME CENTER INC	28.44
TIDMORE FLAGS INC	3,759.50
VIKING AUTOMATIC SPRINKLER COM	1,148.00
	-----
	17,652.29

SANITATION

ACCRUIT, LLC FBO THOMPSON TRAC	1,833.28
ASHBERRY LANDFILL LLC	429.00
BARKER PRODUCTS	142.50
BRUNSON PEST CONTROL	11.38
COFFEE COUNTY COMMISSION/LANDF	47,848.60
FOURSTAR FREIGHTLINER	2,584.77
GOODYEAR ENTERPRISES	452.00
GSP MARKETING INC	722.22
INGRAM EQUIPMENT COMPANY	5,851.55
J & J HYDRAULICS, LLC	908.78

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 060723G TO 060723G DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
KENS AUTO GLASS	200.00
KNOWMYHIRE.COM	66.61
MIDLAND CITY ROAD MART	2,000.00
PARKER'S DIESEL SERVICE	1,828.67
SOUTHEAST HEALTH ENTERPRISE CL	228.00
TALCO INDUSTRIAL CHEMICALS, IN	1,826.77
THE PARTS HOUSE	25.99
TOTER INC	3,326.00
TOWNSEND BUILDING SUPPLY	190.67
WILKS A-ONE TIRE SE	2,906.54
WILLIAMS AUTO PARTS	206.95
	-----
	73,590.28 - 190.67 = 73,399.61

SEWER

ALABAMA POWER COMPANY	1,327.95
BRUNSON PEST CONTROL	8.61
KNOWMYHIRE.COM	22.20
SOUTHEAST HEALTH ENTERPRISE CL	17.00
	-----
	1,375.76

STREET

ACCRUIT, LLC FBO THOMPSON TRAC	6,386.62
ADVANCE AUTO PARTS	242.21
BRUNSON PEST CONTROL	16.26
DOWLING TRUCK AND TRACTOR	162.32
GENEVA COUNTY COOPERATIVE ENTE	216.00
IMPROVED CONSTRUCTION METHODS	458.00
JOHNSTON MATERIALS SUPPLY LLC	8,948.10
LOWES HOME CENTER INC	229.96
PARKER'S DIESEL SERVICE	43.20
RENT READY EQUIPMENT & SALES	794.14
SMYRNA READY MIX CONCRETE LLC	1,009.00
SOUTHEAST HEALTH ENTERPRISE CL	154.00
SOUTHEAST STORMWATER ASSOCIATI	400.00
SOUTHERN PIPE & SUPPLY CO INC	8,100.00
SUPERIOR SIGNALS, INC	345.00
TRUCK EQUIPMENT SALES	7,253.66
WIREGRASS CONSTRUCTION CO., IN	267.29
	-----
	35,025.76

WATER FUND - ADMINISTRATIVE

ALABAMA POWER COMPANY	35,427.51
BRIGHTSPEED	289.16
BRUNSON PEST CONTROL	28.70
J2 CLOUD SERVICES LLC	34.99
	-----
	35,780.36

TOTAL 590,978.85

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 060723G TO 060723G DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME

AMOUNT

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 060723W TO 060723W DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	
GENERAL FUND	
CITY GENERAL FUND	35,780.36
	-----
	35,780.36

WATER FUND - ADMINISTRATIVE

ALABAMA 811	260.81
AMAZON CAPITAL SERVICES INC	87.98
BECKHAM SEPTIC TANK & DITCHIN	190.00
CITY OF ENTERPRISE	4,252.67
DOWLING TRUCK AND TRACTOR	125.15
ED SHERLING FORD INC	306.08
EMPIRE PIPE & SUPPLY	7,252.00
ENTERPRISE OFFICE SUPPLY	154.30
ENTERPRISE PAINT & INDUSTRIAL	883.26
FASTENER SERVICE INC	285.00
GENEVA COUNTY COOPERATIVE ENTE	133.00
GSSI	471.14
HOUSTON COUNTY REGIONAL WATER	1,365.00
LEWIS-SMITH SUPPLY CORP	4,786.07
LOWES HOME CENTER INC	507.95
MIDLAND CITY ROAD MART	1,002.00
ODP Business Solutions	523.59
SERVICE CHEMICAL INDUSTRIES, I	11,366.10
SOUTHERN ELECTRIC MOTOR SERVIC	2,076.00
SOUTHERN PIPE & SUPPLY CO INC	12,387.93
UNIFIRST CORPORATION	602.73
USABLUBOOK	187.12
WIREGRASS BODY & FRAME	3,982.86
WIREGRASS REHABILITATION CENTE	55.00

-----  
53,243.74  
-----

TOTAL 89,024.10

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 060723SD TO 060723SD DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	
DISPOSAL DEPT	
ACCRUIT, LLC FBO THOMPSON TRAC	135.53
AMSHER, LLC	15,019.90
BECKHAM SEPTIC TANK & DITCHIN	2,500.00
BLANKENSHIP CONTRACTING INC	7,976.94
CEDARCHER LLC	5,767.65
CITY OF ENTERPRISE	1,441.04
DOWLING TRUCK AND TRACTOR	97.52
ERA ENVIRONMENTAL RESOURCE AS	1,332.08
JIM HOUSE & ASSOCIATES	1,735.00
LOWES HOME CENTER INC	66.88
MARK DONNELL SAND COMPANY	1,200.00
NANTZE SPRINGS INC	82.57
O'REILLY AUTO PARTS	43.98
POLYENVIRONMENTAL CORPORATION	1,069.80
SOUTHERN ELECTRIC MOTOR SERVIC	10,604.88
TAYLOR SUDDEN SERVICE, INC	9,013.50
USABLUBOOK	2,648.21
	-----
	60,735.48

GENERAL FUND

CITY GENERAL FUND	12,118.18
	-----
	12,118.18

SEWER

ACCRUIT, LLC FBO THOMPSON TRAC	1,231.41
ADVANCE AUTO PARTS	36.39
ALABAMA 811	198.48
BECKHAM SEPTIC TANK & DITCHIN	800.00
CITY OF ENTERPRISE	2,547.06
CONSOLIDATED PIPE & SUPPLY	3,518.00
DOWLING TRUCK AND TRACTOR	9.86
FIMCO INDUSTRIES	186.00
HUGULEY FARMS	100.00
IMPROVED CONSTRUCTION METHODS	265.00
J & J HYDRAULICS, LLC	320.00
KENS AUTO GLASS	75.00
PARKER'S DIESEL SERVICE	150.63
SOUTHERN PIPE & SUPPLY CO INC	4,715.80
SUNSOUTH LLC	149.37
TALCO INDUSTRIAL CHEMICALS, IN	23,417.80
WILLIAMS AUTO PARTS	135.00
	-----
	37,855.80

TOTAL 110,709.46

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blewis                    | WARRANT PUBLICATION LIST

WARRANT RANGE: 060723SC TO 060723SC    DATES: 10/01/22 TO 09/30/23

ORG	
VENDOR NAME	AMOUNT
-----	
SENIOR CITIZENS CENTER	
CITY OF ENTERPRISE	7.65
ENTERPRISE PAPER & JANITORIAL	417.35
WAL-MART COMMUNITY CARD	41.92
	-----
	466.92
	-----
TOTAL	466.92
** END OF REPORT - Generated by Bobbi Jo Lewis **	

06/02/2023 11:13 | CITY OF ENTERPRISE  
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WARRANT RANGE: 060723E TO 060723E DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	
E-911	
ALABAMA ASSOCIATION OF 911 DIS	200.00
AMAZON CAPITAL SERVICES INC	434.89
CGI SYSTEMS	1,400.00
SEAL911	500.00
SOLACOM	1,300.00
	-----
	3,834.89
	-----
TOTAL	3,834.89
** END OF REPORT - Generated by Bobbi Jo Lewis **	

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WARRANT RANGE: 060723CC TO 060723CC    DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	
CAPITAL PROJECTS - PARKS/REC	
LOWES HOME CENTER INC	872.29
	-----
	872.29
	-----
TOTAL	872.29
** END OF REPORT - Generated by Bobbi Jo Lewis **	

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 060723TT TO 060723TT DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	
TOURISM	
4IMPRINT	1,539.41
AMAZON CAPITAL SERVICES INC	394.24
CHARLES TERRELL GLOVER	537.00
DURDEN OUTDOOR DISPLAYS, INC.	1,230.00
ENTERPRISE OFFICE SUPPLY	296.17
ENTERPRISE PRINTING LLC	6,601.00
KPS LLC	1,200.00
LATHEM TIME CORPORATION	513.85
PARRISH ENTERPRISES INC	2,200.00
TRISTATE GRAPHICS	360.00
WAL-MART COMMUNITY CARD	150.66
WEDO MEDIA INC	1,150.00
	-----
	16,172.33
	-----
TOTAL	16,172.33
** END OF REPORT - Generated by Bobbi Jo Lewis **	

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 060723FT TO 060723FT DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	
FIRE DEPT TOBACCO TAX	
NAFECO	1,682.00
	-----
	1,682.00
	-----
TOTAL	1,682.00
** END OF REPORT - Generated by Bobbi Jo Lewis **	

ACCOUNTS PAYABLE MAY 2023 - B
CITY OF ENTERPRISE

TOWNSEND BUILDING SUPPLY	
TOTAL	\$190.67

ACTION OF THE MAYOR

APPROVAL\_\_\_\_\_

EXCEPTIONS\_\_\_\_\_

DATE\_\_\_\_\_

**Enterprise**533 Boll Weevil Circle  
Enterprise, Alabama 36330  
334-347-2224232428  
Sanitation**Sales Invoice**

Invoice No

**1509587**

Invoice Date

04/27/2023

Terms

NET 10TH

Customer

0000228

Your Ref

00232428-00

Our Ref

7586405

Taken By

Steven Watkins

**Invoice Address**CITY OF ENTERPRISE  
P O BOX 311000  
ENTERPRISE, AL, 36331**Delivery Address**CITY OF ENTERPRISE  
P O BOX 311000  
ENTERPRISE, AL, 36331

COPY

Tax Cert#

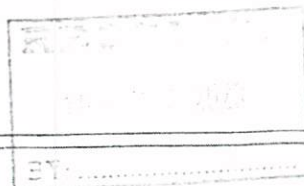
ALABAMA STATE GOVMT



Page 1 of 1

Special Instructions	Notes

Line	Description	Qty/Footage	Price	Per	Total
1	6714190 - 06235 EPDM RUBBER STRAP W/S-HOOK, 3/4"X35"	30 ea	3.79	ea	113.70
2	7089667 - HVY DUTY ADJUSTABLE BRASS NOZZLE	1 ea	16.99	ea	16.99
3	1722412 - 05716 TIE DOWN, S-HOOK, GRAY, 1"X8', 400LB	1 ea	19.99	ea	19.99
4	9145442 - SNCG58050 5/8X50 COMMRL HOSE	1 ea	39.99	ea	39.99



The invoice is due on 05/10/2023.

Payment in full is due by the due date shown above. If the invoice is not paid by the due date, Customer agrees to pay interest on the unpaid balance at the rate of 1.5% per month or 18% per annum of the total from the date following the due date until the date such balance, plus interest, is paid in full or the maximum permitted by law (whichever is lesser). In the event that Customer's account is placed in the hands of an attorney for collection, Customer also promises to pay the reasonable costs and expenses of such collection.

Total Amount	\$190.67
Sales Tax	\$0.00
Invoice Total	\$190.67

Goods received in good condition by:

Signature

## **CONTRACT BILLINGS REGISTER**

### **JUNE 6, 2023**

1. **Whaley Construction Co., Inc. -**  
Application No. 4 - \$1,005,068.72 – Construction – Recreation & Aquatics Center
2. **Wiregrass Construction Co., Inc. -**  
Estimate No. 4 - \$193,071.49 – Construction – FY23 Resurfacing/Phase III (B)
3. **Blankenship Contracting, Inc. -**  
Estimate No. 11 - \$66,614.29 – Construction – Hwy 167N Sewer Utilities Relocation
4. **Poly, Inc. -**  
Invoice No. 19764 - \$14,055.56 – Engineering/Design – FY23 Resurfacing/Phase III (B)  
Invoice No. 19816 - \$1,815.70 – Engineering Services – Hwy 167N Sewer Utilities Relocation  
Invoice No. 19821 - \$48,000.00 – Engineering/Design – Multipurpose Recreational Complex/Phase II
5. **Ewing-Conner and Associates, Inc. -**  
Invoice No. 8 - \$2,000.00 – Contract Administrative Services – 2021 CDBG Demolition Project
6. **KPS Group -**  
Invoice No. 3 - \$250.00 – Contract Services – Zoning Map  
Invoice No. 13 - \$7,825.00 – Contract Planning Services – April 2023

**TOTAL CONTRACT BILLINGS - \$1,338,700.76**

Item Id	Description	Contract Amount	Percent Complete	Total Billed	Previous Billed	Total This Invoice
1605	FEEDERS	207,992.00				
1606	POWER BRANCH CIRCUITS	401,232.00				
1607	LIGHTING BRANCH CIRCUITS	373,684.00				
1608	MECHANICAL EQUIPMENT POWE	77,043.00				
1609	TRIMOUT	15,839.00				
1610	FIRE ALARM AND AUXILLARY SY:	179,570.00				
1611	GENERATOR ROUGH IN & INSTA	77,477.00				
1612	LIGHTING	339,679.00				
1700	CONTINGENCIES AND ALLOWAN					
1701	UNFORSEEN	500,000.00				
Total		23,074,155.00	12.94 %	2,984,847.18	1,926,880.08	1,057,967.10

Accompanying Documentation:	GROSS AMOUNT DUE .....	\$2,984,847.18
	PLUS ADD-ONS .....	0.00
	PLUS TAX .....	0.00
	LESS RETAINAGE .....	149,242.41
	AMOUNT DUE TO DATE .....	2,835,604.77
	LESS PREVIOUS PAYMENTS .....	1,333,201.90
	AMOUNT DUE ALL APPLICATIONS .....	1,502,402.87
	AMOUNT DUE THIS APPLICATION .....	\$1,005,068.72

**CONTRACTOR'S Certification:**

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through \_\_\_\_\_ inclusive; (2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract documents.

Dated 04/26/23

**WHALEY CONSTRUCTION COMPANY, INC.**

CONTRACTOR

By

  
(Authorized Signature)


Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 05/24/23

**Seay, Seay, and Litchfield P.C.**

ARCHITECT

By

  
(Authorized Signature)



(A) Original Contract Amount .....	<u>\$1,097,330.00</u>
(B) Plus: Additions Scheduled in Change Orders .....	<u>\$120,332.55</u>
(C) Less: Deductions Scheduled in Change Order .....	<u>                    </u>
(D) Adjusted Contract Amount to Date .....	<u><u>\$1,217,662.55</u></u>

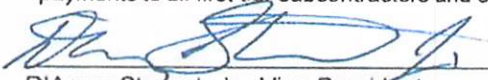
**ANALYSIS OF WORK PERFORMED:**

(A) Cost of original contract work performed to date .....	<u>\$937,417.00</u>
(B) Change Order work performed to date .....	<u>\$83,211.60</u>
(C) Total Cost of work performed to date .....	<u>\$1,020,628.60</u>
(D) Stored Materials .....	<u>\$17,879.01</u>
(E) Subtotal of Items (c) and (d) .....	<u>\$1,038,507.61</u>
(F) Less: Amount retained in accordance with contract terms .....	<u>\$37,514.66</u>
(G) Net amount earned on contract work to date .....	<u>\$1,000,992.95</u>
(H) Less: Amount of previous payments .....	<u>\$934,378.66</u>
(I) <b>BALANCE DUE THIS PAYMENT.</b> .....	<u><u>\$66,614.29</u></u>

**CONTRACTOR'S CERTIFICATION**

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Periodic Estimate for Partial Payment are correct; that all work has been performed and/or materials supplied in full accordance with the requirements of the referenced contract, and/or duly authorized deviations, substitutions, alterations, and/or additions; that the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this Periodic Estimate; that no part of the "Balance Due this Payment" has been received, and that the undersigned and his subcontractors have complied with all the labor provisions of said contract.

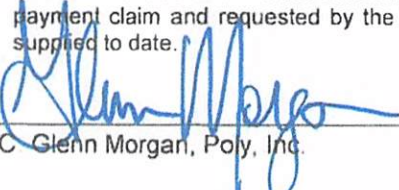
I further certify that the labor and materials listed on this request for payment have been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment received from the last request for payment has been used to make payments to all first tier subcontractors and suppliers except as listed below.

  
D'Arsey Stewart, Jr., Vice President

5/23/2023  
Date

**ENGINEER'S CERTIFICATION**

I certify that I have checked the above Periodic Estimate for Partial Payment and that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the Contractor; and that partial payment claim and requested by the Contractor is correctly computed on the basis of work performed and/or material supplied to date.

  
C. Glenn Morgan, Poly, Inc.

08/01/2023  
Date



## INVOICE

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

Attn: Mrs. Beverly Sweeney, City Clerk

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](http://www.poly-inc.com)

INVOICE : 19764  
DATE: 05/15/23  
TERMS: NET 30 Days  
JOB NO.: 11-460.01

### FOR PROFESSIONAL SERVICES RENDERED AS FOLLOWS:

Re: FY23 Resurfacing Improvements - Phase III (B)

Engineering design services rendered under Task Order No. 51 for FY23 Resurfacing Improvements Phase III (B):

Construction Amount - \$2,495,728.40  
Wiregrass Construction, Inc.

Amount Due Preliminary Design Phase:

\$2,495,728.40 x .50% x **100%** ..... \$12,478.64

Amount Due Final Design Phase:

\$2,495,728.40 x 3.25% x **100%** ..... \$81,111.17

Amount Due Bidding Phase:

\$2,495,728.40 x .25% x **100%** ..... \$6,239.32

Amount Due Construction Administration:

\$2,495,728.40 x 2.0% x **85%** ..... \$42,427.38

Construction Representative (01/01/2023 - 04/30/2023)

Resident Project Representative II:

**326.50** hrs. (Reg.) x \$93.30/hr ..... \$30,462.45

**79.50** hrs. (OT) x \$139.95/hr ..... \$11,126.03

Resident Project Representative I:

**199.5** hrs. (Reg.) x \$64.21/hr ..... \$12,809.90

**2** hrs. (OT) x \$96.32/hr ..... \$192.64

Total Amount \$196,847.53

Less Previous Payments \$182,791.97

Amount Due This Invoice **\$14,055.56**

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

THANK YOU FOR YOUR BUSINESS!



# INVOICE

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

Attn: Mrs. Beverly Sweeney, City Clerk

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](http://www.poly-inc.com)

INVOICE : 19816  
DATE: 06/01/23  
TERMS: NET 30 Days  
JOB NO.: 11-347.01

## FOR PROFESSIONAL SERVICES RENDERED AS FOLLOWS:

Engineering services rendered in connection with ALDOT Project No. HPP-A115(900).  
Additional lanes on SR-167 from SR-12 to 0.28 miles North of CR-48 (Sanitary  
Sewer Relocation), per our Agreement dated July 25, 2013.

### Phase I Engineering

Previous Invoice 15071 (10/26/08 - 11/16/13) .....	\$8,617.02
Previous Invoice 18099 (11/17/13 - 01/18/20) .....	\$4,660.78
Previous Invoice 18590 (01/19/20 - 01/21/21) .....	\$5,353.90

### Phase II Engineering

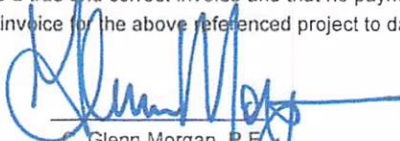
Previous Invoice 18590 (01/19/20 - 01/21/21) .....	\$5,296.09
Previous Invoice 18894 (01/22/21 - 09/11/21) .....	\$28,860.57
Previous Invoice 19103 (09/12/21 - 02/12/22) .....	\$2,797.60

### Phase III Engineering

Previous Invoice 19103 (09/12/21 - 02/12/22) .....	\$419.94
Previous Invoice 19193 (02/13/22 - 03/31/22) .....	\$1,547.04
Previous Invoice 19230 (04/01/22 - 05/07/22) .....	\$7,667.68
Previous Invoice 19301 (05/08/22 - 06/04/22) .....	\$5,881.87
Previous Invoice 19301 (06/05/22 - 10/11/22) .....	\$20,824.19
Previous Invoice 19521 (10/11/22 - 11/04/22) .....	\$12,613.07
Previous Invoice 19545 (11/05/22 - 11/30/22) .....	\$7,372.22
Previous Invoice 19591 (12/01/22 - 01/10/23) .....	\$6,917.72
Previous Invoice 19632 (1/11/23 - 02/08/23) .....	\$9,032.14
Previous Invoice 19697 (2/09/23 - 03/10/23) .....	\$8,695.43
Previous Invoice 19697 (3/11/23 - 04/14/23) .....	\$4,591.90
Current Invoice (See Attached Spreadsheet) .....	\$1,815.70

Total Amount	\$142,964.86
Less Previous Invoices	\$141,149.16
Amount Due This Invoice	\$1,815.70

I certify this to be a true and correct invoice and that no payments have been  
received on this invoice for the above referenced project to date.

  
C. Glenn Morgan, P.E.  
Principal Engineer



## 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](http://www.poly-inc.com)

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

INVOICE : 19821  
DATE: 06/01/23  
TERMS: NET 30 Days  
JOB NO.: 11-443.03

Attn: Mrs. Beverly Sweeney, City Clerk

### FOR PROFESSIONAL SERVICES RENDERED AS FOLLOWS:

Re: Enterprise Multipurpose Recreational Complex - Phase 2

Engineering design and bidding phase services rendered under Task Order No. 54.

Amount Due Final Design Phase:

\$110,000.00 x 40% ..... \$44,000.00

Amount Due Bidding Phase:

\$10,000.00 x 0% ..... \$0.00

Additional Services Rendered:

Boundary Survey of Original Peavy Park Property ..... \$4,000.00

Total Amount \$48,000.00

Less Previous Payments \$0.00

**Amount Due This Invoice \$48,000.00**

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

**THANK YOU FOR YOUR BUSINESS!**

# EWING-CONNER AND ASSOCIATES, INC.

Post Office Drawer 6805  
Dothan, Alabama 36302-6805  
(334) 793 - 7695

## INVOICE

Honorable William E. Cooper, Sr., Mayor  
City of Enterprise  
Post Office Box 311000  
Enterprise, Alabama 36331-1000

Invoice Number 8

June 01, 2023

RE: Contract For Professional Administrative Service(s) - Project Number LR-CE-PF-21-002.

In accordance with Part I; Subsection 2(A) and 5 of our contractual agreement for Program Management Service(s) entered into on the 07<sup>th</sup> day of February, 2022; please remit the sum of **Two Thousand Dollars and No Cents** for project management service(s) rendered relative to the "Scope of Services" section in conjunction with CDBG Project LR-CE-PF-21-002.

DESCRIPTION	CONTRACT	% COMPLETE	PRIOR AMOUNT (\$)	CURRENT %	TOTAL %	AMOUNT DUE (\$)
SATISFACTION OF LCC	\$ 8,700.00	100.00%	8,700.00	8.05%	100.00%	0.00
DEMOLITION DESIGN FEE	\$ 10,000.00	80.00%	9,000.00	10.00%	90.00%	0.00
ON-GOING ADMINISTRATION	\$ 16,400.00	80.00%	10,300.00	12.19%	75.00%	2,000.00
PROGRAM CLOSE-OUT	\$ 3,900.00	0.00%	0.00	0.00%	0.00%	0.00
CONTRACT TOTAL	\$ 39,000.00	*****	\$ 28,000.00	*****		\$ 2,000.00

Respectfully Submitted,

EWING-CONNER AND ASSOCIATES, INC.

*David W. Ewing*

David W. Ewing,  
President

**Invoice**

Client Code ENTCTY

**K|P|S**  
G R O U P

May 10, 2023

Project No: 228000-01

Invoice No: 3

60 14th Street South, Suite 100

Birmingham, AL 35233

ph (205) 251-0125

fax (205) 458-1513

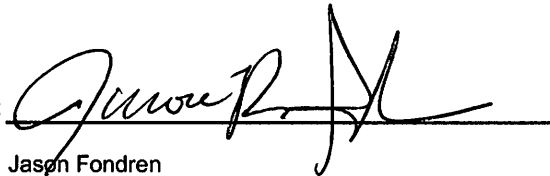
Jonathan Tullos  
City of Enterprise  
PO Box 311000  
Enterprise, AL 36331

Project 228000-01 Enterprise Zoning Map

**For professional services rendered through April 30, 2023**

Basic Services	Fee	% Complete	Earned	Previous Fee Billing	Current Fee Billing
Zoning Map	5,000.00	50.00	2,500.00	2,250.00	250.00
Total Fee	5,000.00		2,500.00	2,250.00	250.00
Total Basic Services Fee					250.00
Total this Invoice					\$250.00

Authorized By:

  
Jason Fondren

Date:

5/11/23

**Invoice**

Client Code ENTCTY

**K|P|S**  
G R O U P

May 10, 2023

Project No: 228000-00

Invoice No: 13

60 14th Street South, Suite 100

Birmingham, AL 35233

ph (205) 251-0125

fax (205) 458-1513

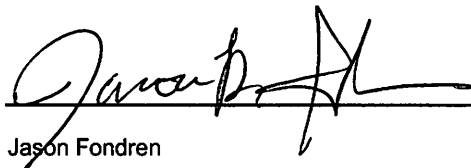
Jonathan Tullos  
City of Enterprise  
PO Box 311000  
Enterprise, AL 36331

Project 228000-00 Enterprise Planning Services

**For professional services rendered through April 30, 2023**

Basic Services	Fee	% Complete	Earned	Previous Fee Billing	Current Fee Billing
Comprehensive Plan	98,595.00	100.00	98,595.00	98,595.00	0.00
Zoning Ordinance	31,300.00	65.00	20,345.00	12,520.00	7,825.00
Subdivision Regulations	26,605.00	4.00	1,064.20	1,064.20	0.00
Total Fee	156,500.00		120,004.20	112,179.20	7,825.00
Total Basic Services Fee					7,825.00
Total this Invoice					\$7,825.00

Authorized By:

  
Jason Fondren

Date:

5/11/23

**TRAVEL REQUESTS  
CITY COUNCIL MEETING  
JUNE 6, 2023**

**Administrative**

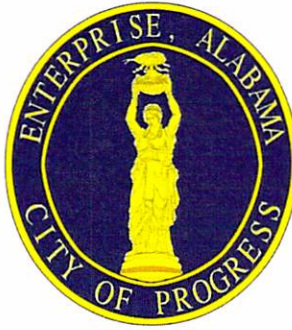
Tracey Brown  
AMROA Summer Conference  
Birmingham, Alabama  
August 9-11, 2023  
Estimated Cost: \$1,183.90

**Airport**

Anthony Amos  
Mike Simmons  
Proper Fuel Handling & Quality Assurance Training  
Birmingham, Alabama  
July 11-13, 2023  
Estimated Cost: \$1,400.00

**Magistrate**

Tammy Stuckey  
AMCCMA Annual Conference  
Orange Beach, Alabama  
September 20-24, 2023  
Estimated Cost: \$1,601.93



**CITY OF ENTERPRISE**  
**TRAVEL REQUEST FORM**

**NAME OF EMPLOYEE:** Tracey Brown

**TITLE OF EMPLOYEE:** Chief Revenue Officer

**DEPARTMENT:** Revenue/Business License

**ANTICIPATED TRAVEL DATES:** August 9 – August 11, 2023

**LOCATION OF TRAVEL:** Birmingham, AL

**SPECIFIC BUSINESS PURPOSE:** Annual AL Municipal Revenue Officer Summer Conference  
(i.e. seminar, attend conference, continuing education, etc.)

**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.)

The purpose of the Annual Alabama Certified Municipal Revenue Officers program is to provide an overview of the important issues that participants face as they perform their municipal duties

Lodging:	2 nights @ \$255.00 per night plus tax	\$510.00
Meals:	4 days @ \$40 per day	\$160.00
Mileage:	380 miles x .655 per mile	\$248.90
Registration:	\$265.00	\$265.00

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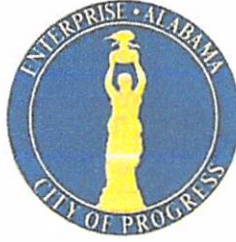
Total:	\$1,183.90
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Employee Signature: 

Date: May 23, 2023

Dept. Head Signature: 

Date: 23 May 2023



**CITY OF ENTERPRISE**  
**TRAVEL REQUEST FORM**

**NAME OF EMPLOYEE:** Anthony Amos

**TITLE OF EMPLOYEE:** Airport Maintenance Tech II

**DEPARTMENT:** Airport

**ANTICIPATED TRAVEL DATES:** July 11 - 13, 2023

**LOCATION OF TRAVEL:** Birmingham, AL

**SPECIFIC BUSINESS PURPOSE:** 14 CFR 139 Supervisor Training: Proper Fuel Handling and Quality Assurance Training  
(i.e. seminar, attend conference, continuing education, etc.)

**ESTIMATED COST:** \$700

**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 event will be held at the Southern Museum of Flight. 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.

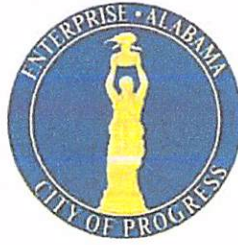
There will be no charge for the training and lunch will be provided. Walter Chartrand, of Aviation Training Academy, will once again instruct the seminar and we are confident that you will find his training methods to be informative as well as entertaining.

Employee Signature: Anthony R. Amos

Date: 5-9-2023

Dept. Head Signature: Walter Chartrand

Date: 5-10-2023



**CITY OF ENTERPRISE**  
**TRAVEL REQUEST FORM**

**NAME OF EMPLOYEE:** Mike Simmons

**TITLE OF EMPLOYEE:** Airport Maintenance Tech I

**DEPARTMENT:** Airport

**ANTICIPATED TRAVEL DATES:** July 11 - 13, 2023

**LOCATION OF TRAVEL:** Birmingham, AL

**SPECIFIC BUSINESS PURPOSE:** 14 CFR 139 Supervisor Training: Proper Fuel Handling and Quality Assurance Training  
(i.e. seminar, attend conference, continuing education, etc.)

**ESTIMATED COST:** \$700

**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 event will be held at the Southern Museum of Flight. 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.

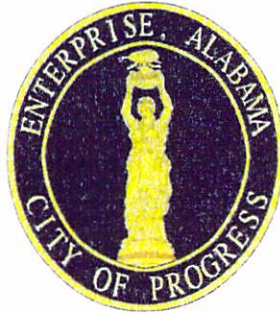
There will be no charge for the training and lunch will be provided. Walter Chartrand, of Aviation Training Academy, will once again instruct the seminar and we are confident that you will find his training methods to be informative as well as entertaining.

Employee Signature: Mike Simmons

Date: 5-9-2023

Dept. Head Signature: J. Baugh

Date: 5-10-2023



**CITY OF ENTERPRISE**  
**TRAVEL REQUEST FORM**

NAME OF EMPLOYEE: Tammy T. Stuckey  
TITLE OF EMPLOYEE: Court Clerk  
DEPARTMENT: Municipal  
ANTICIPATED TRAVEL DATES: September 20 - 24  
LOCATION OF TRAVEL: Orange Beach, AL  
SPECIFIC BUSINESS PURPOSE: AMCCMA Annual Conference  
(i.e. seminar, attend conference, continuing education, etc.)

**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.)

Required CLE hours for Court Clerks.  
Conference: \$849.12  
Mileage: \$197.81  
Meals: \$160  
Registration for Conference: \$395

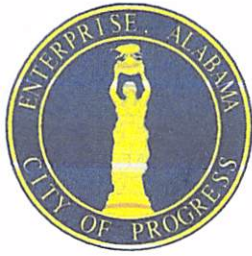
*Estimated Cost: \$1,601.93*

Employee Signature: \_\_\_\_\_

Dept. Head Signature: \_\_\_\_\_

Date: 5-19-23

Date: 5-21-23



# 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:** ~~5/11/2023~~ → 6/1/2023  
**RE:** Bid Acceptance and Award for Airport Hangar

---

June 6, 2023

Please place the following request on the City Council agenda for the meeting to be held on ~~May 16, 2023~~.

Request for Council action to accept and award the bid for the aircraft hangar to Hollon Contracting, LLC for the base bid only in the amount of \$1,666,837.00. It is my recommendation to not award the Alternate 1 bid item at \$89,703.15 for additional concrete on this project.

Bids were received and opened May 4, 2023, at 2:00pm at City Hall. Attached is the bid tabulation for this bid and the recommendation to award from the design engineer.

A summary of the bids are as follows:

	ELITE BUILDING GROUP	HOLLON CONTRACTING	GENCON ASSOCIATES	WYATT SASSER CONSTRUCTION	HUGHES CONSTRUCTION	NAVIGATOR INTERNATIONAL
BASE BID	\$1,856,880.00	\$1,666,837.00	\$1,987,000.00	\$1,893,500.00	\$1,835,000.00	\$27,304,354.12
ALT 1	\$43,677.45	\$89,703.15	\$45,450.00	\$86,355.00	\$75,750.00	\$63,125,000.00
BASE BID + ALT 1	\$1,900,557.45	\$1,756,540.15	\$2,032,450.00	\$1,979,855.00	\$1,910,750.00	\$90,429,354.12

Thank you.

**IMPROVEMENTS TO ENTERPRISE MUNICIPAL AIRPORT**  
**New 130' x 105' Corporate Hangar with Associated Utility and Site Improvements**  
**ENTERPRISE, ALABAMA**

ALDOT 50/50

**BID TABULATION**

BASE BID				ELITE BUILDING GROUP, LLC 161 US HWY 84 WEST NEWTON, AL 36352		HOLLON CONTRACTING, LLC 206 CAT WAY DOTHAN, AL 36303		GENCON ASSOCIATES, INC. 281 CHOC HILLS ROAD DOTHAN, AL 36303		WYATT SASSER CONSTRUCTION CO. 1077 PINWOOD ROAD ANDALUSIA, AL 36421		HUGHES CONSTRUCTION CO. 11083 E. HWY. 27 OZARK, AL 36360		NAVIGATOR INTERNATIONAL, LLC 107 W. COLLEGE STREET ENTERPRISE, AL 36330	
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
1	New Corporate Hangar (To include all mobilization, site work, plumbing, electrical, etc. for a complete facility)	1	LS	\$ 1,841,000.00	\$ 1,841,000.00	\$ 1,648,952.00	\$ 1,648,952.00	\$ 1,970,000.00	\$ 1,970,000.00	\$ 1,875,000.00	\$ 1,875,000.00	\$ 1,820,000.00	\$ 1,820,000.00	\$ 2,304,354.12	\$ 2,304,354.12
2	Undercut and Replace unsuitable soils (If required)	500	CY	\$ 31.76	\$ 15,880.00	\$ 35.77	\$ 17,885.00	\$ 34.00	\$ 17,000.00	\$ 37.00	\$ 18,500.00	\$ 30.00	\$ 15,000.00	\$ 50,000.00	\$ 25,000,000.00
BASE BID TOTAL					\$ 1,856,880.00		\$ 1,666,837.00		\$ 1,987,000.00		\$ 1,893,500.00		\$ 1,835,000.00		\$ 27,304,354.12

**ADDITIVE ALTERNATE #1**

ADD ALT 1	Remove and replace asphalt apron with concrete.	505	SY	\$ 86.49	\$ 43,677.45	\$ 177.63	\$ 89,703.15	\$ 90.00	\$ 45,450.00	\$ 171.00	\$ 86,355.00	\$ 150.00	\$ 75,750.00	\$ 125,000.00	\$ 63,125,000.00
ADDITIVE ALTERNATE No. 1 TOTAL:					\$ 43,677.45		\$ 89,703.15		\$ 45,450.00		\$ 86,355.00		\$ 75,750.00		\$ 63,125,000.00
BASE BID + ADDITIVE ALTERNATE No. 1 TOTAL:					\$ 1,900,557.45		\$ 1,756,540.15		\$ 2,032,450.00		\$ 1,979,855.00		\$ 1,910,750.00		\$ 90,429,354.12

Denotes Mathematical Error

I hereby certify that, to the best of my knowledge, this is a true and correct copy tabulation of bids which were opened in the Engineering Department Room at City Hall on Thursday, May 4, at 2:00 PM local time.

  
Michael J. Cole, PE, PMP  
Project Manager

May 10, 2023  
File 31677-35

Mr. Barry Mott, PE  
City Engineer/Public Works Director  
CITY OF ENTERPRISE  
501 South Main Street  
Enterprise, Alabama 36330

RE: ALDOT 50/50 Project  
New Corporate Hangar  
Enterprise Municipal Airport  
Enterprise, Alabama

Dear Barry:

Bids for the above referenced project were received on May 4, 2023, at 2:00 P.M. at City Hall. The bid tabulation is enclosed for your reference. The lowest bidder on the project was Hollon Contracting, LLC (Hollon) with a base bid of \$1,666,837.00 and alternate 1 bid of \$89,703.15. The total of the base bid plus alternate 1 being \$1,756,540.15.

Barge Design Solutions (Barge) has requested and received reference letters from Hollon and these letters are also enclosed with this letter.

Barge Design Solutions has reviewed the bids and recommends award of the contract to Hollon Contracting, LLC.

If the City of Enterprise elects to pursue this contract with Hollon, please let us know if we can assist with the letter of award to the Contractor.

Please give me a call at (334) 334.793.6266 with any comments or questions you may have.

Sincerely,



Michael J. Cole, PE, PMP  
Project Manager

Enclosure



## United States Department of the Interior

**FISH AND WILDLIFE SERVICE**  
1875 Century Boulevard  
Atlanta, Georgia 30345

May 9, 2023

Re: New Corporate Hanger for the City of Enterprise

Dear City of Enterprise,

I had the pleasure of working with Hollon Contracting LLC in 2021 and 2022 on the construction of the new Environmental Education Center at the Hobe Sound National Wildlife Refuge. Hollon also completed renovations to the Visitor's Center at the same refuge.

Hollon's strengths are numerous, but the one that made the Hobe Sound projects so successful was the on-site supervision they provided. In my opinion, this is the most important service a contractor provides. If the site superintendent is highly capable, the project will be successful. The site superintendent at Hobe Sound was outstanding. His attention to detail was unparalleled.

I would be amiss if I did not also mention the wonderful support staff at Hollon. They were always friendly and very prompt in getting product data, pay requests, and other important information submitted to me in a timely fashion.

I could not recommend any contractor more highly than Hollon Contracting LLC for your new corporate hanger project. Please advise if you need any further information.

Very Truly Yours,

John S. Loving, RA, NCARB  
Architect  
U.S. Fish & Wildlife Service  
Infrastructure Management Division  
South Atlantic – Gulf & Mississippi Basin  
Cell: 404-638-8481  
Email: [john\\_loving@fws.gov](mailto:john_loving@fws.gov)



May 9, 2023

**Barge Design Solutions, Inc.**  
**2047 West Main Street**  
**Dothan, AL 36301**

Re: Hollon Contracting, LLC Reference Letter; Improvements To Enterprise Municipal  
Airport New Corporate Hangar

Mr. Michael Cole,

Palomar Insurance has had the privilege of providing bonding for Hollon Contracting, LLC for over 15 years. We maintain an available \$25,000,000.00 aggregate bond program for Hollon through Zurich American/Fidelity and Deposit Company of Maryland.

Hollon Contracting, LLC has always performed contracts as agreed, in a professional and timely manner. We highly recommend Hollon and their team for any project your firm may consider.

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

Sincerely,



Hank Strother  
Senior Vice President, Palomar Insurance  
[hanks@palomarins.com](mailto:hanks@palomarins.com)  
Cell: 334-372-0000

**NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)**

**CONTRACT INFORMATION (Contractor to complete Blocks 1-4)**

**1. Contractor Information**

Firm Name: HOLLON CONTRACTING, LLC  
 Address: 200 CAT WAY, DOTHAN, AL 36303  
 Phone Number: 334-671-1911  
 Email Address: CatHollon@HollonContractingLLC.com  
 Point of Contact: CAT HOLLON

CAGE Code: 48W14  
 DUNs Number: 610709862

Contact Phone Number: 334-671-1911

**2. Work Performed as:** ☒ Prime Contractor ☐ Sub Contractor ☐ Joint Venture ☐ Other (Explain)  
 Percent of project work performed:  
 If subcontractor, who was the prime (Name/Phone #):

**3. Contract Information**

Contract Number: FAA-AIP# 3-01-0083-011-2018 GARVER # 17131030

Delivery/Task Order Number (if applicable):

Contract Type: ☒ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (Please specify):

Contract Title: T-HANGAR CONSTRUCTION AT THE CARL FOLSOM FIELD AIRPORT

Contract Location: ELBA, AL

Award Date (mm/dd/yy): 10/2/2018

Contract Completion Date (mm/dd/yy): 6/12/19

Actual Completion Date (mm/dd/yy): 8/27/19

Explain Differences: Owner/Architect requested pricing after final walkthrough on selected items, however, pricing was not accepted therefore causing the delay from final walkthrough to final acceptance.

Original Contract Price (Award Amount): \$400,336

Final Contract Price (to include all modifications, if applicable):

Explain Differences: N/A

**4. Project Description:**

Complexity of Work ☐ High ☐ Med ☒ Routine

How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.)

Construct a Contractor-Designed 6-Unit T-Hangar with utilities and concrete apron construction. 36' x 200'

**CLIENT INFORMATION (Client to complete Blocks 5-8)**

**5. Client Information**

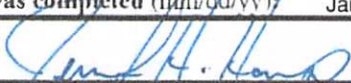
Name: Jennifer Harp, PE  
 Title: Project Manager  
 Phone Number: 256-534-5512  
 Email Address: JHHarp@GarverUSA.com

**6. Describe the client's role in the project:**

Project Manager coordinating work items, conducting site visits, compiling and approving Pay Estimates and Change Orders.

**7. Date Questionnaire was completed (mm/dd/yy):** January 13, 2020

**8. Client's Signature:**



**NOTE: NAVFAC/USACE REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO USACE WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON USACE SOLICITATIONS. CLIENTS ARE**

TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS  
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

<b>1. QUALITY:</b>						
a) Quality of technical data/report preparation efforts	<input checked="" type="radio"/> E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	<input checked="" type="radio"/> E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	<input checked="" type="radio"/> VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	<input checked="" type="radio"/> E	VG	S	M	U	N
<b>2. SCHEDULE/TIMELINESS OF PERFORMANCE:</b>						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E	<input checked="" type="radio"/> VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	<input checked="" type="radio"/> E	VG	S	M	U	N
<b>3. CUSTOMER SATISFACTION:</b>						
a) To what extent were the end users satisfied with the project?	E	<input checked="" type="radio"/> VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	<input checked="" type="radio"/> E	VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	<input checked="" type="radio"/> E	VG	S	M	U	N
d) Overall customer satisfaction	<input checked="" type="radio"/> E	VG	S	M	U	N
<b>4. MANAGEMENT/ PERSONNEL/LABOR</b>						
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	<input checked="" type="radio"/> E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce to this effort	<input checked="" type="radio"/> E	VG	S	M	U	N
c) Government Property Control	E	VG	S	M	U	<input checked="" type="radio"/> N
d) Knowledge/expertise demonstrated by contractor personnel	<input checked="" type="radio"/> E	VG	S	M	U	N
e) Utilization of Small Business concerns	<input checked="" type="radio"/> E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	<input checked="" type="radio"/> E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	<input checked="" type="radio"/> E	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	<input checked="" type="radio"/> E	VG	S	M	U	N
<b>5. COST/FINANCIAL MANAGEMENT</b>						
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	<input checked="" type="radio"/> E	VG	S	M	U	N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E	VG	S	M	U	<input checked="" type="radio"/> N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance	<input checked="" type="radio"/> E	VG	S	M	U	N

with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes <input checked="" type="radio"/> No
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes <input checked="" type="radio"/> No
<b>6. SAFETY/SECURITY</b>	
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	<input checked="" type="radio"/> E VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	<input checked="" type="radio"/> E VG S M U N
<b>7. GENERAL</b>	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	<input checked="" type="radio"/> E VG S M U N
b) Compliance with contractual terms/provisions ( <i>explain if specific issues</i> )	<input checked="" type="radio"/> E VG S M U N
c) Would you hire or work with this firm again? ( <i>If no, please explain below</i> )	<input checked="" type="radio"/> Yes <input type="radio"/> No
d) In summary, provide an overall rating for the work performed by this contractor	<input checked="" type="radio"/> E VG S M U N

Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (*please attach additional pages if necessary*):

**IMPROVEMENTS TO ENTERPRISE MUNICIPAL AIRPORT**  
**New 130' x 105' Corporate Hangar with Associated Utility and Site Improvements**  
**ENTERPRISE, ALABAMA**

ALDOT 50/50

**BID TABULATION**

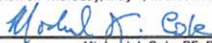
BASE BID				ELITE BUILDING GROUP, LLC 161 US HWY 84 WEST NEWTON, AL 36352		HOLLON CONTRACTING, LLC 200 CAT WAY DOTHAN, AL 36303		GENCON ASSOCIATES, INC. 281 CHOC HILLS ROAD DOTHAN, AL 36303		WYATT SASSER CONSTRUCTION CO. 1077 PINEWOOD ROAD ANDALUSIA, AL 36421		HUGHES CONSTRUCTION CO. 11083 E. HWY. 27 OZARK, AL 36360		NAVIGATOR INTERNATIONAL, LLC 107 W. COLLEGE STREET ENTERPRISE, AL 36330	
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
1	New Corporate Hangar (To include all mobilization, site work, plumbing, electrical, etc. for a complete facility)	1	LS	\$ 1,841,000.00	\$ 1,841,000.00	\$ 1,648,952.00	\$ 1,648,952.00	\$ 1,970,000.00	\$ 1,970,000.00	\$ 1,875,000.00	\$ 1,875,000.00	\$ 1,820,000.00	\$ 1,820,000.00	\$ 2,304,354.12	\$ 2,304,354.12
2	Undercut and Replace unsuitable soils (If required)	500	CY	\$ 31.76	\$ 15,880.00	\$ 35.77	\$ 17,885.00	\$ 34.00	\$ 17,000.00	\$ 37.00	\$ 18,500.00	\$ 30.00	\$ 15,000.00	\$ 50,000.00	\$ 25,000,000.00
BASE BID TOTAL					\$ 1,856,880.00		\$ 1,666,837.00		\$ 1,987,000.00		\$ 1,893,500.00		\$ 1,835,000.00		\$ 27,304,354.12

**ADDITIVE ALTERNATE #1**

ADD ALT 1	Remove and replace asphalt apron with concrete.	505	SY	\$ 86.49	\$ 43,677.45	\$ 177.63	\$ 89,703.15	\$ 90.00	\$ 45,450.00	\$ 171.00	\$ 86,355.00	\$ 150.00	\$ 75,750.00	\$ 125,000.00	\$ 63,125,000.00
ADDITIVE ALTERNATE No. 1 TOTAL:					\$ 43,677.45		\$ 89,703.15		\$ 45,450.00		\$ 86,355.00		\$ 75,750.00		\$ 63,125,000.00
BASE BID + ADDITIVE ALTERNATE No. 1 TOTAL:					\$ 1,900,557.45		\$ 1,756,540.15		\$ 2,032,450.00		\$ 1,979,855.00		\$ 1,910,750.00		\$ 90,429,354.12

Denotes Mathematical Error

I hereby certify that, to the best of my knowledge, this is a true and correct copy tabulation of bids which were opened in the Engineering Department Room at City Hall on Thursday, May 4, at 2:00 PM local time.

  
 Michael J. Cole, PE, PMP  
 Project Manager



# 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  
**FROM:** Barry Mott  
**DATE:** 6/1/2023  
**RE:** PICKLEBALL COURT - BID ACCEPTANCE AND AWARD

Beverly,

Bids were received and opened on Thursday, May 4, 2023, at 3:00 pm at City Hall. Only one bid was received and opened. The engineer's bid tabulation is attached. The bid received is as follows:

Base Bid (8 courts)	\$ 564,000.00
Alt #1 – Light Installation	\$ 90,000.00
<b>Total Bid with Alternates</b>	<b>\$ 654,000.00</b>

Because we had only one bidder and the bids were over the stated budget for the project, the City was able to negotiate with the one bidder and value engineer the project. After this effort, the final numbers for the contract are as follows:

Base Bid (8 courts)	\$ 427,000.00
Alt #1 – Light Installation	\$ 90,000.00
<b>Total Bid with Alternates</b>	<b>\$ 517,000.00</b>

On the next council agenda, I am requesting that the Council accept the attached bid tabulation related to a new pickleball complex and award the bid to Beasley Construction for the base bid and alternate #1 in the amount of \$517,000.00. This recommendation is for the 8 new pickleball courts with lights.

In addition, I am requesting that council approve and allow the City to issue a purchase order to MUSCO Lighting in the amount of \$84,000.00 for lights to be installed at the new Pickleball facility.

Thanks,

*J. Barry Mott*  
J. Barry Mott, PE

City Engineer/Public Works Director

## CERTIFIED TABULATION OF BIDS

Project: New Pickleball Courts for the City of  
Enterprise, Enterprise, Alabama

DCM Project No.: \_\_\_\_\_

McKee Project No.: 22-301

Board Meeting Date: \_\_\_\_\_

PSCA Project No. (if applicable): \_\_\_\_\_

Amount of Available Funds: \$500k-\$600k

As tabulated below, bids were received:

Date: Thursday, May 4, 2023

Time: 3:00 PM Central Time

Place: City Hall Council Chambers- 501 S. Main Street, Enterprise, AL 36330

Contractor:	Bailey-Harris Construction	Beasley Construction	Evans & Company	Old South Construction	Walker Construction			
Surety:		Western Surety Company						
All Addenda Acknowledged:		Yes						
Base Bid on Proposal:	NO BID	\$ 564,000.00	NO BID	NO BID	NO BID			
Base Bid Envelope Adjustment:								
Total Base Bid:	\$ -	\$ 564,000.00	\$ -	\$ -				
Bid Alternate #1 on Proposal:		\$ 90,000.00						
Bid Alt. #1 Envelope Adjustment:								
Total Alternate #1:	\$ -	\$ 90,000.00	\$ -	\$ -				
Total:	\$ -	\$ 654,000.00	\$ -	\$ -				
Remarks:								

I certify that the above bids were advertised, were received sealed, were publicly opened, and read aloud at the time and place indicated and that this is a true and correct tabulation of all bids received for this project.

McKee & Associates Architects, Inc.  
Architectural / Engineering Firm Name

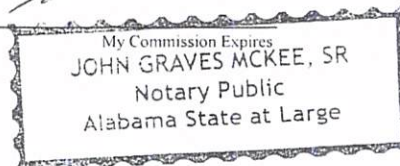
Sworn to and subscribed before me this 4th day of May,  
2023 (Month, Year).

My Commission Expires  
September 2, 2026

By Walter T. McKee Jr.  
Signature

Walter T. McKee Jr. Owner  
Print Name and Title of Architect / Engineer

[Signature]  
Notary Public Signature  
Seal:



**ABC PUBLIC HEARING  
JUNE 6, 2023**

**BUSINESS NAME: FOLKLORE BREWING AND MEADERY LLC**

**DBA: FOLKLORE BREWING ENTERPRISE**

**LOCATION ADDRESS: 621 BOLL WEEVIL CIRCLE; SUITE 19  
ENTERPRISE, AL 36330**

**LICENSES APPLYING FOR:**

**MANUFACTURER**

**THIS LICENSE CAN BE VOTED ON JUNE 6, 2023.**



## City of Enterprise

Department of Engineering Services & Public Works

501 S Main Street

Enterprise, Alabama 36330

Phone (334) 348-2671

Fax (334) 348-2672

May 24, 2023

Enterprise City Council Members  
City of Enterprise  
Enterprise, AL

### Council Members:

The Enterprise Planning Commission held a public hearing on May 23, 2023, to consider and act upon the following request:

A request by Heron Cove, LLC, for the rezoning of 16.57 acres of land from B-1 (Business District) as shown on Map A, present, to R-75-A (Residential District) as shown on Map B, proposed, located at 300 Heron Cove Drive.

The Planning Commission recommends that you approve this request.

Sincerely,

Barry Mott, PE  
Administrative Official



## City of Enterprise

Department of Engineering Services & Public Works

501 S Main Street

Enterprise, Alabama 36330

Phone (334) 348-2671

Fax (334) 348-2672

May 24, 2023

Enterprise City Council Members  
City of Enterprise  
Enterprise, AL

Council Members:

The Enterprise Planning Commission held a public hearing on May 23, 2023, to consider and act upon the following request:

A request by Todd Boland on behalf of McDaniel Farms, for the rezoning of 4.72 acres of land from R-85 (Residential District) as shown on Map A, present, to B-3 (Business District) as shown on Map B, proposed, located at the Southeast corner of Highway 167 and Salem Road.

The Planning Commission recommends that you approve this request.

Sincerely,

Barry Mott, PE  
Administrative Official

**ORDINANCE 06-06-23**

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 Heron Cove, LLC being located in the City of Enterprise, Coffee County, Alabama and being further described as follows:

**PARCEL #1**

One lot or parcel of land in the City of Enterprise, Coffee County, Alabama as surveyed by Kinsaul & Associates, as per plat dated September 19, 2005, Job No. 05076, and being more particularly described as follows: Commencing at a concrete monument found (CMF) marking the Southeast corner of the NW 1/4 of the SW 1/4 of Section 15, T4N, R22E; thence N00°35'29"W for a distance of 644.91 feet to a 5/8 iron pipe found; thence S89°01'46"W for a distance of 349.99 feet to a 5/8" iron pipe found; thence S88°53'58"W for a distance of 24.94 feet to an iron pin found (IPF) (1/2" rebar cap #CA0717-LS); thence S89°01'37"W for a distance of 24.98 feet to a 3/4" iron pipe found; thence S88°55'42"W for a distance of 120.03 feet to a 3/4" iron pipe found; thence N81°23'17"W for a distance of 202.69 feet to an IPF (1/2" rebar cap #19258); thence N83°53'48"W for a distance of 101.35 feet to a CMF; thence N83°32'38"W for a distance of 321.94 feet to a CMF; thence N83°36'17"W for a distance of 100.63 feet to an iron pin found (1/2" rebar cap #CA0717-LS) and the POINT OF BEGINNING; thence along the centerline of a 100' wide Alabama Power Company Easement N83°32'20"W, for a distance of 1,337.47 feet to an iron pin set (IPS) (1/2" rebar, cap #19258); thence leaving said easement S08°14'04"W, for a distance of 145.43 feet to an IPS; thence S32°17'57"E, for a distance of 216.50 feet to an IPS; thence S10°40'25"E, for a distance of 180.87 feet to an IPS; thence S70°46'06"E, for a distance of 382.57 feet to an IPS; thence N81°10'38"E, for a distance of 387.48 feet to an IPS; thence S84°27'05"E, for a distance of 228.08 feet to an IPS; thence N84°36'55"E, for a distance of 229.33 feet to an IPS; thence N00°09'33"E, for a distance of 421.29 feet to the POINT OF BEGINNING. Said land is located in the NW 1/4 of the SW 1/4 of Section 15 and the NE 1/4 of the SE 1/4 of Section 16, T4N, R22E and contains 14.703 acres, more or less.

**PARCEL #2**

One lot or parcel of land in the City of Enterprise, Coffee County, Alabama and being more particularly described as follows: Commencing at a concrete monument found (CMF) marking the Southeast corner of the NW 1/4 of the SW 1/4 of Section 15, T4N, R22E; thence N00°35'29"W for a distance of 644.91 feet to a 5/8 iron pipe found; thence S89°01'46"W for a distance of 349.99 feet to a 5/8" iron pipe found; thence S88°53'58"W for a distance of 24.94 feet to an iron pin found (IPF) (1/2" rebar cap #CA0717-LS); thence S89°01'37"W for a distance of 24.98 feet to a 3/4" iron pipe found; thence S88°55'42"W for a distance of 120.03 feet to a 3/4" iron pipe found; thence N81°23'17"W for a distance of 202.69 feet to an IPF (1/2" rebar cap #19258); thence N83°53'48"W for a distance of 101.35 feet to a CMF; thence N83°32'38"W for a distance of 321.94 feet to a CMF; thence N83°36'17"W for a distance of 100.63 feet to an iron pin found (1/2" rebar cap #CA0717-LS); thence along the centerline of a 100' wide Alabama Power Company Easement N83°32'20"W, for a distance of 410.40 feet to the POINT OF BEGINNING; thence continue along the centerline of said easement N83°32'20"W, for a distance of 927.07 feet to a point; thence N08°14'04"E, for a distance of 49.69 feet to a point on the North side of said easement; thence along the North side of said easement S83°37'46"E, for a distance of 509.02 feet to a point; thence leaving said easement N18°57'15"W, for a distance of 8.11 feet to a point; thence N73°45'40"E, for a distance of 198.40 feet to a point; thence S21°15'07"E, for a distance of 69.89 feet to a point; thence N78°16'55"E, for a distance of 100.00 feet to a point; thence N20°43'05"W, for a distance of 359.63 feet to a point on the Southerly Right of Way (R/W) line of Glover Avenue (80' R/W); thence along said R/W line along a curve to the right having a radius of 3,297.65 feet and an arc length of 50.96 feet with a chord bearing and distance of N80°23'44"E, 50.96 feet to a point; thence leaving said R/W line S20°43'05"E, for a distance of 492.04 feet to the POINT OF BEGINNING. Said land is located in the NE 1/4 of the SE 1/4 of Section 16, T4N, R22E and contains 1.874 acres, more or less.

Said property, set out in detail in the records of the Planning Commission and described by Map A (B-1, Business District) is amended and, as amended shall be zoned and described by Map B (R-75-A, Residential District) which is attached hereto and is a permanent part of the Zoning Ordinance and Map.

Duly Passed and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Beverly Sweeney  
City Clerk

ACTION OF THE MAYOR:

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
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: Heron Cove, LLC CONTACT PERSON: John (Chip) Moore

PROPERTY OWNER: Heron Cove, LLC ACREAGE OF PROPERTY: 16.57  
(If other than Applicant)

ADDRESS OR LOCATION OF PROPERTY: 300 Heron Cove Drive  
(Address must be approved by the E-911 Coordinator)

PRESENT ZONING: B1 General Business REQUESTED ZONING: R-75-A Residential Multifamily

### CONTACT INFORMATION:

MAILING ADDRESS: 242 Inverness Center Drive, Hoover, AL 35242  
(if different from above) Street City/State/ZIP

Telephone No(s): 205-250-9012 Mobile 205-266-0272

E-Mail: chip@hcmd4.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: John Moore OWNER SIGNATURE: [Signature]

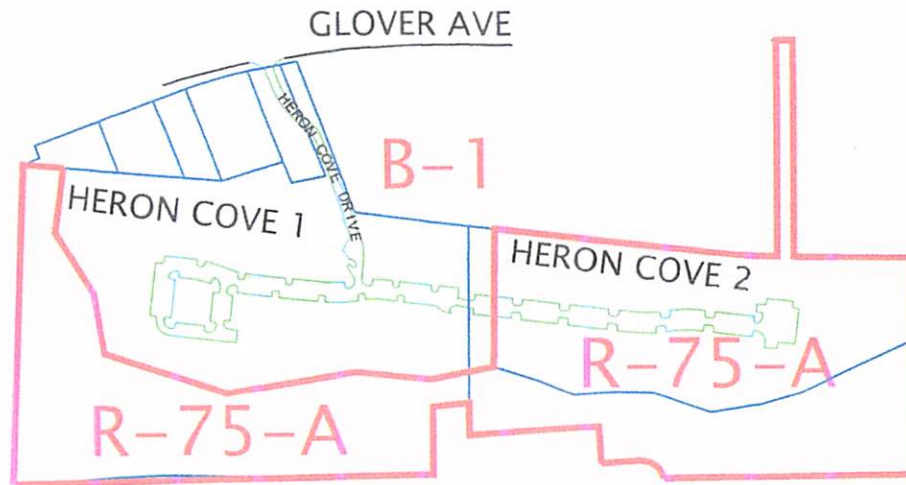
REPRESENTATIVE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

DEADLINE FOR PUBLIC NOTICE SIGN: \_\_\_\_\_ (Consult Planning Department)

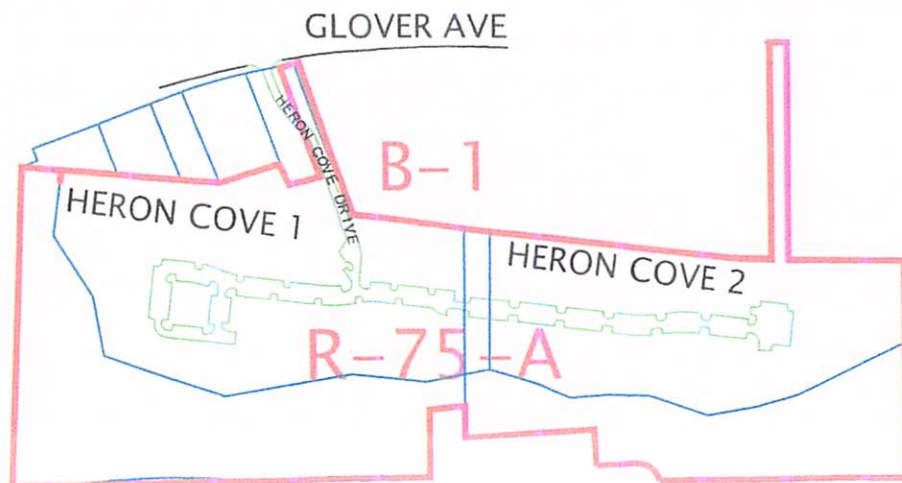
Receipt Number

Date of Receipt

## MAP A PRESENT ZONE



## MAP B PROPOSED REZONE



ORDINANCE 06-06-23-A

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 McDaniel Farms being located in the City of Enterprise, Coffee County, Alabama and being further described as follows:

A PARCEL OF LAND LYING IN AND BEING A PART OF THE SW ¼ OF THE SE ¼ OF SECTION 32 TOWNSHIP 5 NORTH, RANGE 22 EAST, COFFEE COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CONCRETE MONUMENT MARKING THE SE CORNER OF THE SW ¼ OF THE SE ¼ OF SECTION 32; THENCE N89°32'06"W, A DISTANCE OF 727.30 FEET TO A CAPPED REBAR # 10089; THENCE N04°13'47"W, A DISTANCE OF 746.65 FEET TO A CAPPED REBAR #27725, AND THE POINT OF BEGINNING; THENCE S77°05'15"W, A DISTANCE OF 368.28 FEET TO A CAPPED REBAR #27725 LYING ON THE EAST RIGHT OF WAY LINE OF ALABAMA HIGHWAY 167 (RIGHT OF WAY VARIES); THENCE ALONG SAID RIGHT OF WAY LINE N12°54'45"W, A DISTANCE OF 525.00 FEET TO A CAPPED REBAR #27725; THENCE ALONG A FLARE NORTHEAST N35°59'21"E, A DISTANCE OF 130.43 FEET TO A CAPPED REBAR #27725, AND THE SOUTH RIGHT OF WAY LINE OF SALEM ROAD (RIGHT OF WAY VARIES); THENCE ALONG SAID RIGHT OF WAY LINE N89°38'29"E, A DISTANCE OF 276.60 FEET TO A CAPPED REBAR #27725; THENCE DEPARTING SAID RIGHT OF WAY LINE S12°54'45"E, A DISTANCE OF 550.62 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 4.88 ACRES, MORE OR LESS.

Said property, set out in detail in the records of the Planning Commission and described by Map A (R-85, Residential District) is amended and, as amended shall be zoned and described by Map B (B-3, Business District) which is attached hereto and is a permanent part of the Zoning Ordinance and Map.

Duly Passed and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Beverly Sweeney  
City Clerk

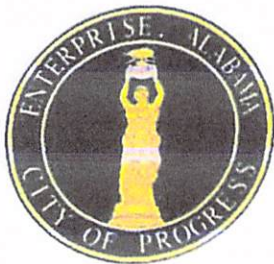
ACTION OF THE MAYOR:

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
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: Todd Boland CONTACT PERSON: Todd Boland

PROPERTY OWNER: McDaniel Farms ACREAGE OF PROPERTY: 4.72  
(If other than Applicant)

ADDRESS OR LOCATION OF PROPERTY: Southeast corner of intersection of Hwy 167 and Salem Road  
(Address must be approved by the E-911 Coordinator)

PRESENT ZONING: R-85 REQUESTED ZONING: B-3

### CONTACT INFORMATION:

MAILING ADDRESS: 4550 Boll Weevil Circle Enterprise, AL 36330  
(if different from above) Street City/State/ZIP

Telephone No(s): ~~(334) 313-816~~ (334) 313-8126

E-Mail: b.todd.boland@gmail.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: Gary Mc Daniel OWNER SIGNATURE: Gary Mc Daniel

REPRESENTATIVE: Todd Boland SIGNATURE: Todd Boland

DEADLINE FOR PUBLIC NOTICE SIGN: May 8, 2023 (Consult Planning Department)

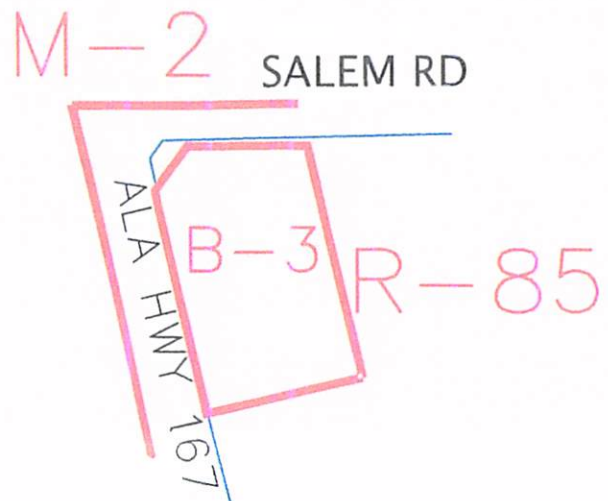
Receipt Number

Date of Receipt

# MAP A PRESENT ZONE



# MAP B PROPOSED REZONE



## 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 June 6, 2023 by and between the City of Enterprise, Alabama, whose address is, 501 S. Main Street, Enterprise, Alabama 36330 hereinafter called "Landlord" and by Circle City Balloon Co., whose address is 102 Lindenwood Circle Enterprise, Alabama 36330, 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 July 15, 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 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.

**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.

**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 shown 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 6th day of June , 2023.

Witness for Landlord:

\_\_\_\_\_

City of Enterprise \_\_\_\_\_:

William E. Cooper \_\_\_\_\_.

Its: Mayor

Witness for Tenant:

\_\_\_\_\_

Tenant: Circle City Balloon Co. \_\_\_\_\_

By: (Name) \_\_\_\_\_

Its: Owner \_\_\_\_\_

Witness for Tenant:

\_\_\_\_\_

Tenant: \_\_\_\_\_

By: (Name) \_\_\_\_\_

Its: \_\_\_\_\_



## 2023-2024 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 26, 2023**.
- 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
- 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 needed, the National Main Street Conference may be used as a substitute for one of the required Main Street Trainings).

Name of DESIGNATED MAIN STREET ORGANIZATION \*

City \*

Main Street Enterprise

Enterprise

This agreement is entered into and executed by MAIN STREET ALABAMA and the DESIGNATED MAIN STREET ORGANIZATION, 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: The DESIGNATED MAIN STREET ORGANIZATION 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 basic training conducted in Alabama.
2. Maintain financial resources necessary to carry out 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 a full-time office with the 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 Director Trainings 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 cannot attend, another program representative shall attend to represent the district. 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 persons 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 a 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. Be an annual dues-paying member of the National Main Street Center at the Designated Main Street Community level. This is one of the 10 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.

## **Section II: MAIN STREET ALABAMA Agrees To:**

1. Designate a Main Street State Coordinator to handle communications with the community/district, MAIN STREET ALABAMA, state government agencies and the National Main Street Center, and to act 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](http://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. 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. The site visit will 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.

### **Section III: MAIN STREET ALABAMA and the DESIGNATED MAIN STREET ORGANIZATION jointly agree that:**

1. The term of this agreement shall be for one calendar year, beginning June 1, 2023 and ending on May 31, 2024.
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 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 \***

Shelia

Harris

**Signature \***

⊗ *Shelia Harris*

draw type

*Signature of DESIGNATED MAIN STREET PROGRAM President/Board Chairperson*

**DESIGNATED MAIN STREET PROGRAM Director \***

Mariah

Montgomery

**Signature \***

x

draw type

*Signature of DESIGNATED MAIN STREET PROGRAM Director*

Signature is required.

**MAIN STREET ALABAMA Board Chairperson**

Jim Byard Jr.

**Signature**

x

draw type

*Signature of MAIN STREET ALABAMA Board Chairperson*

**MAIN STREET ALABAMA State Coordinator**

Mary Helmer-Wirth

**Signature**

x

draw type

*Signature of MAIN STREET ALABAMA State Coordinator*

## **Local Program Information:**

**Name of Local Program Director \***

Mariah

Montgomery

**Beginning Year as Main Street Director \***

2022

## TRADEMARK SUBLICENSE AGREEMENT

This Trademark Sublicense Agreement ("Sublicense Agreement") is entered into between \_\_\_\_\_ ("**Coordinating Program**") and \_\_\_\_\_ ("**Sublicensee**"), effective as of the last date written below. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

### 1. Background.

A. The National Main Street Center, Inc. ("NMSC") operates a membership program called MAIN STREET AMERICA™. As a part of that program, MAIN STREET AMERICA™ Coordinating Program Membership is available to statewide, regional or citywide organizations that oversee multiple local downtown and neighborhood programs within their service area and work to preserve and revitalize commercial districts. Local Program membership in the MAIN STREET AMERICA™ program is available at the Affiliate or Accredited levels to individual programs or organizations that satisfy the membership eligibility criteria described on the NMSC website (currently located at: [https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main\\_Street\\_America\\_Tier\\_System\\_Overview - 2019 Update.pdf](https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main_Street_America_Tier_System_Overview_-_2019_Update.pdf)).

B. Organization is a Coordinating Program member of NMSC in good standing and has entered into a Trademark License Agreement with the NMSC which grants to the Coordinating Program the right to sublicense to its Local Programs the use of the NMSC name and trademarks described below.

C. Sublicensee is a Local Program Member in good standing of the MAIN STREET AMERICA™ program at the Accredited level. Sublicensee is also located within the Coordinating Program's geographic service area. Therefore, Sublicensee has the opportunity to enter into this Trademark License Agreement, which grants certain rights to use the NMSC's name and trademarks, including MAIN STREET AMERICA™ and MAIN STREET®, as described below.

D. The NMSC's parent entity, the National Trust for Historic Preservation ("National Trust"), owns the following registered trademarks, which it has delegated to the NMSC the right to sublicense. NMSC and Coordinating Program have entered into a Trademark Licensing Agreement which grants the Coordinating Program the right to sublicense the following registered trademarks:

Mark	U.S. Registration Number
MAIN STREET	Reg. Nos. 3,365,568 and 2,057,207
NATIONAL MAIN STREET CENTER	Reg. No. 2,013,837

These registered trademarks owned by the National Trust, together with the MAIN STREET AMERICA™ word marks and logos referred to in Section 2.A.i below, the NATIONAL MAIN STREET CENTER logo referred to in Section 2.A.ii below are referred to herein as the "Trademarks."

E. The Trademarks are well known and recognized by the general public and associated in the public mind with the NMSC and the National Trust. The Coordinating Program and the Sublicensee recognize the mutual benefits that accrue from the Sublicensee's use of the Trademarks in accordance with the terms and conditions of this Sublicense Agreement, including the recognition and credibility brought to the Sublicensee through its use of these Trademarks and the benefit to the Coordinating Program and NMSC from association with high-performing Local Programs.

**National Main Street Center  
Local Program Accredited Member Sublicensing Agreement**

**2. Grant of Sub-License.**

A. Subject to the terms and conditions of this Sublicense Agreement, the Coordinating Program hereby grants the Sublicensee the non-exclusive right and license to use the Trademarks to identify and promote its participation in the MAIN STREET AMERICA™ program, as well as its relationship and association with the Coordinating Program and NMSC, in connection with the following activities:

- i. **MAIN STREET AMERICA™ word and logo marks.** The Sublicensee's rights to use the MAIN STREET AMERICA™ word mark and the following MAIN STREET AMERICA logo are limited to Sublicensees which are members in good standing at the Accredited membership level of the MAIN STREET AMERICA™ program:

For use by Local Programs who are Designated Members at the Accredited Level:



*As a Main Street America™ Accredited program, INSERT NAME HERE is a recognized leading program among the national network of more than 1,200 neighborhoods and communities who share both a commitment to creating high-quality places and to building stronger communities through preservation-based economic development. All Main Street America™ Accredited programs meet a set of National Accreditation Standards of Performance as outlined by the National Main Street Center.*

- ii. **NATIONAL MAIN STREET CENTER® word and logo marks.** The Sublicensee's right to use the NATIONAL MAIN STREET CENTER word mark and the following NATIONAL MAIN STREET CENTER logo solely and exclusively to indicate its association with the National Main Street Center:



- iii. **MAIN STREET® word mark.** The Sublicensee's right to use the MAIN STREET trademark is limited to use made to identify Sublicensee and/or its activities, including as part of the name of the Licensee (e.g. "Main Street Iowa"), in connection with commercial district revitalization and related consultation, education, and training.

**3. Scope of and Limitations on Use.** Use of the Trademarks by the Sublicensee will be subject to the following limitations:

A. Sublicensee must display the Accredited level MAIN STREET AMERICA membership mark on their website. All uses of the MAIN STREET AMERICA word mark and logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different

**National Main Street Center  
Local Program Accredited Member Sublicensing Agreement**

logos or designs (including any symbols or stylized presentations), in connection with the MAIN STREET AMERICA mark or logo. Use of the MAIN STREET AMERICA word mark and logos by Sublicensee is a mandatory condition of membership in the MAIN STREET AMERICA program.

B. The MAIN STREET mark, as part of the name and identity of Sublicensee's organization, programs, and activities, can be used on materials designed to promote the work of Sublicensee (e.g., website, brochures, newsletter, letterhead or other printed promotional materials). The right to use the MAIN STREET mark by the Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

C. All uses of the NATIONAL MAIN STREET CENTER logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations) in connection with the NATIONAL MAIN STREET CENTER mark. Use of the NATIONAL MAIN STREET CENTER logo by Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

D. This Sublicense Agreement is subject to the terms, conditions, and limitations of the Trademark License Agreement between NMSC and the Coordinating Program.

E. Sublicensee will not apply to register any of the Trademarks, or any other trademark that incorporates any part of the Trademarks or "National Trust for Historic Preservation." Sublicensee will not state or imply that it owns any such trademarks.

F. The Sublicensee will not use the Trademarks in combination with or in juxtaposition with other trademarks except as may be approved in writing by the NMSC. The Sublicensee will apply and display the ® symbol and the ™ symbol next to or with respect to the Trademarks as directed by the Coordinating Program.

G. Other than as specifically provided herein, Sublicensee is not granted any other rights to use, license or sublicense the Trademarks.

**4. Term.** This Sublicense Agreement will become effective immediately upon the date of last signature below, and, unless terminated early under Sections 5 or 10, will be effective through April 30, 2024, at which time it may be renewed by mutual written agreement of the parties hereto.

**5. Conditions.** This Sublicense Agreement between Coordinating Program and Sublicensee is conditioned upon Sublicensee having an active MAIN STREET AMERICA membership at the Accredited level with NMSC. The requirements of this membership are currently available at: [https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main Street America Tier System Overview - 2019 Update.pdf](https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main%20Street%20America%20Tier%20System%20Overview%202019%20Update.pdf), and are incorporated herein by reference.

**6. Acknowledgment of Ownership.** Use of the Trademarks indicates acknowledgment by the Sublicensee of the NMSC's and the National Trust's rights and title to the Trademarks, (i.e. MAIN STREET AMERICA, NATIONAL MAIN STREET CENTER, and MAIN STREET), and that Sublicensee will not at any time do, or permit to be done, any act or thing that will in any way impair the rights of the NMSC or the National Trust. All use of the Trademarks by the Sublicensee will inure to the benefit of the NMSC and the National Trust.

**National Main Street Center  
Local Program Accredited Member Sublicensing Agreement**

**7. Good will and promotional value.** Sublicensee recognizes and acknowledges the value of good will associated with the Trademarks and agrees that it will not conduct any activity, provide any service, or produce or distribute goods which in any way damages or reflects adversely upon the NMSC or the National Trust.

**8. Non-assignment.** This Sublicense Agreement is personal to the Sublicensee, and may not be assigned to any other individual, program, organization, or agency. Any attempted assignment will be null and void.

**9. Compliance Verification.** It is the responsibility of the Sublicensee to verify compliance with the terms of this Sublicense Agreement, and to provide complete and accurate usage reports to the Coordinating Program. If the Coordinating Program or the NMSC has reason to believe that the Sublicensee is in violation of this Sublicense Agreement, the Coordinating Program or NMSC shall have the right to make inquiries with Sublicensee as necessary to determine compliance. In such case, the Sublicensee will cooperate with the Coordinating Program and/or NMSC in its investigation and provide in a timely fashion any and all information that is requested.

**10. Termination.**

A. Coordinating Program may terminate this Sublicense Agreement if the Sublicensee violates any of the provisions of this Sublicense Agreement or fails to satisfy the membership criteria established by the NMSC for Accredited Local Programs. Such termination will be effective thirty (30) days after the Coordinating Program sends written notice of such termination to Sublicensee. During this thirty (30) day period, Sublicensee may attempt to cure such violation. If the violation is not cured during this period, the termination will be effective upon the expiration of the thirty (30) day period.

B. This Sublicense Agreement will automatically terminate immediately without any notice required, notwithstanding the above paragraph, if the Coordinating Program or NMSC determines: (i) that sublicensee's actions could negatively affect the goodwill, image, or reputation of the NMSC, the National Trust for Historic Preservation, the Coordinating Program, or any of the Trademarks; (ii) the Sublicensee discontinues all or a significant portion of its business; (iii) the National Trust terminates, revokes, or fails to renew the NMSC's rights to use, license, or sublicense the Trademarks; or (iv) the NMSC terminates, revokes or fails to renew the Coordinating Program's rights to use, license or sublicense the Trademarks.

C. Upon the expiration or early termination of this Agreement, the Sublicensee will discontinue use of the Trademarks and will destroy and delete tangible and electronic documents and files containing any such marks, except for a limited number of copies retained for archival purposes only.

**11. Governing Law.** This Agreement is entered into in the District of Columbia and will be governed by and construed in accordance with the laws of the District of Columbia, USA, without giving effect to conflict of laws provisions.

**12. Annual Report, Notices, Other Communication.** Upon request by the Coordinating Program or NMSC, Sublicensee shall submit samples of any materials on which the Trademarks licensed under this agreement were used during the year. Such samples shall be submitted within ten business days of receipt of a written request from the Coordinating Program or NMSC.

**13. Notices.** Any notices which either party is required or may desire to serve upon the other party shall be in writing and may be served either personally or by depositing the same in the mail (first class

**National Main Street Center  
Local Program Accredited Member Sublicensing Agreement**

postage prepaid, certified and return receipt requested) or with a reputable overnight express delivery service (with confirmed delivery, charge prepaid or billed to shipper), addressed to the party to be served as follows, unless a different address is designated in writing by the party to be served. Notice shall also be required to be given by electronic mail on the same date as deposited in the mail. Notice given by mail alone shall not be sufficient.

**To Coordinating Program:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**To Sublicensee:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**14. Successors.** This Agreement shall be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns.

**15. Modification.** No amendment or modification of the terms or conditions of this License Agreement will be valid unless in writing and signed by both parties.

**16. Waiver.** The failure of either party to partially or fully exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Sublicense Agreement. No waiver shall be valid or binding unless in writing and signed by the waiving party.

**17. Severability.** If any provision of this Sublicense Agreement or the application of any provision hereof to any person or circumstances is held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

**18. Entire Agreement.** This Sublicense Agreement is the entire agreement between the parties with respect to the matters referred to herein and it supersedes and replaces all prior and contemporaneous oral and written understandings pertaining to the subject matter hereof.

**Coordinating Program**

**Sublicensee**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Christina Meissner**  
Director of Human Resources

501 South Main Street  
PO Box 311000  
Enterprise, AL 36331  
(334) 348.2616 direct  
(334) 348.2617 fax



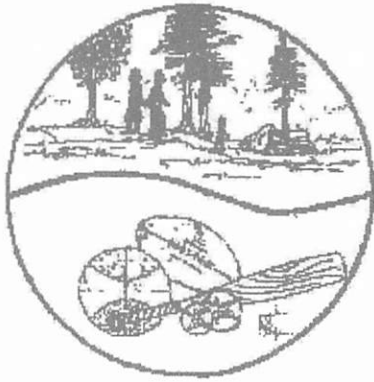
# Memo

**To:** City Council  
**From:** Christopher Davis, Fire Chief  
Christina Meissner, HR Director  
**CC:** Beverly Sweeney, City Clerk  
**Date:** May 18<sup>th</sup>, 2023  
**Re:** Request to Add (3) Additional Firefighters

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*I respectfully request to hire (3) additional firefighters at an estimated cost of \$34,940.29 with fringe for FY23. This request would allow the fire department to get to a minimum staffing level that I feel is necessary to ensure the level of service and response times to our citizens. The request is being made prior to the end of budget year due to necessity to recruit and enroll these additional personnel into the Fire College which begins Sept. 5<sup>th</sup>. At this time, the current budget would have to be amended to account for the increase in salaries, however I have checked with our CFO, LeeAnn Swartz and she has stated that this would not be an issue.*

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# City of Enterprise

## Parks and Recreation Department

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Billy Powell, Director

P. O. Box 311000 ♦ Enterprise, AL 36331  
Phone: (334) 348-2684 ♦ Fax: (334) 347-1436  
Email: [edls@entercomp.com](mailto:edls@entercomp.com)

### MEMO

TO: City Council and Mayor Cooper  
FROM: Billy Powell, Director  
DATE: June 6, 2023  
SUBJECT: Seek bids for concessions

I am requesting permission to seek bids to contract our concession stands for our baseball, softball and football facilities.

Thank you for your consideration of this request.



# 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:** Enterprise City Council, Mayor Cooper, and City Clerk

**FROM:** Barry Mott, PE

**DATE:** 5/22/2023

**RE:** Street Light Request

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This letter is a request for approval of new street lights in Bella Woods Subdivision as follows:

- Install 8 (eight) decorative light poles and 8 (eight) 45W LED fixtures at Bella Woods Subdivision, Phase I.
- The monthly billing rate is \$59.76, for an annual cost of \$717.12.

Thank you.

# Lighting Services NESC® Lease Agreement (Governmental-S)



Customer Legal Name CITY OF ENTERPRISE DBA Bella Subdivision  
 Service Address 0 STREET LIGHTS ENTERPRISE, AL. 36330 County Coffee  
 Mailing Address PO BOX 311000 ENTERPRISE, AL. 36331  
 Email \_\_\_\_\_ Tel # 334-347-1211 Alt Tel 334-348-2650  
 Tax ID 00-0001743 Business Description Other General Government Support

Existing Customer? Yes ☒ No ☐ If Yes (and if possible), does Customer want Equipment added to an existing account? Yes ☒ No ☐ Existing Account 00247-75040  
*For informational purposes only*

Equipment									
	Qty	Wattage	Type	Description	OH/UG	M/UM	Equipment Amount (\$)	Estimated Regulated Charge (\$)*	Estimated Monthly Charge (\$)*
(1)	8	45	Deco	4,001 - 5,500 Lumens - BLK - 4000k - Deco	UG	UM			
(2)									
(3)									
(4)									
(5)									
(6)									
(7)									
(8)									
(9)									
(10)									
Monthly Total *							\$51.36	\$8.40	\$59.76

**Project Notes:** Install fixtures as listed above and associated equipment.

\*\*\*Buydown of \$30,380.45 for facilities.\*\*\*

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Initial Term	36 months	Prepaid Amount	\$ 30,380.45
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\* The Regulated Charge is subject to change at any time as dictated by the Alabama Public Service Commission. The amount shown is an estimate based on the Unmetered Outdoor Lighting (ODL) rate in effect at time of Agreement proposal; actual charges may vary.

Customer agrees to lease the Equipment referenced above from Alabama Power Company on the attached terms and conditions and authorizes all actions noted above.

Customer Authorized Signature	Date	Alabama Power Company	Date
Sign Here _____	_____	Sign Here _____	_____
Print Name _____	_____	Print Name _____	_____
Print Title _____	_____	Print Title _____	_____

APC Internal Use Only - APC Reference Number (if applicable):

## TERMS and CONDITIONS (NESC Governmental-S)

1. **Lighting Equipment Lease.** This Lease Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will: (i) lease to "Customer" (identified on Page 1) the "Equipment" referenced on Page 1 for use at the stated "Service Address" (the "Premises"); and (ii) provide electric service to operate the Equipment. The "Equipment" includes all poles, bases, wiring, conduit, fixtures, controls, and related items necessary to provide lighting service through the listed fixtures, unless expressly noted otherwise in "Project Notes." Customer acknowledges that regulatory change during the Agreement term may require APC to modify or replace some Equipment.
2. **Intent and Title.** This Agreement is not a sale of the Equipment to Customer. Customer expressly acknowledges that APC retains title to the Equipment and agrees that this Agreement only gives Customer the right to use the Equipment during the Agreement term, so long as Customer complies with all terms and conditions. Customer acknowledges that the Equipment, although attached to real property, always will remain the exclusive personal property of APC and that APC may remove the Equipment when this Agreement ends. Customer authorizes APC, without further consent or action, to file any UCC financing statement or security agreement relating to the Equipment and agrees that APC may record those documents. APC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law; Customer enters into this Agreement in sole reliance upon Customer's own advisors.
3. **Term.** The initial Agreement term is stated on Page 1, calculated from the date of the first monthly bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. APC's address for notice is P.O. Box 2641, Birmingham, Alabama 35203; Customer's mailing address is noted on Page 1.
4. **Payment.** APC will invoice Customer per the terms stated on Page 1, subject to any change in the electric service charge dictated by the Alabama Public Service Commission. Customer agrees to pay the amount billed by the due date (20 days after billing date). Applicable taxes included in the Equipment price are subject to change at any time. If a balance is outstanding past the due date, Customer agrees to pay the greater of 1.5% of the unpaid balance or \$2.00 and acknowledges that APC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. If applicable, Customer must provide a copy of its Alabama sales tax exemption certificate.
5. **Premises Activity.** Customer grants a license and right of access to APC, and its contractors and representatives, to enter the Premises with vehicles and equipment to: (i) install and connect the Equipment and, if applicable, remove or disconnect existing equipment (collectively, the "Installation"); (ii) inspect, maintain, test, replace, repair, or remove the Equipment; (iii) provide electric service for the Equipment; or (iv) conduct any other Agreement-related activity (items—(iv) collectively, the "APC Activity"). Customer will not cause or permit any obstruction that may interfere with APC's access to the Equipment. Customer represents that the individual signing this Agreement on its behalf has authority to do so and that it has express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the APC Activity. Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises or persons or property entering onto Customer's Premises.
6. **Installation.** Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
  - A. **Customer Work.** If APC, upon Customer's request, allows Customer to perform any part of the Installation (including trenching) itself or through a third party, Customer warrants that the work will meet APC's installation specifications (which APC will provide to Customer and are incorporated by this reference). Customer is responsible for all reasonable additional costs arising from Customer's non-compliance with APC's specifications or lack of timely (i.e., 10 days) notice to APC that APC's installation activity can commence.
  - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because APC Activity may require excavation not subject to the Alabama's Underground Prevention Legislation (Ala. Code §§ 37-15-1 - 37-15-11) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/ water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If APC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before APC commences installation, Customer is responsible for all damages and any resulting delay.
  - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not properly marked or identified ("Unforeseen Condition"). If APC encounters an Unforeseen Condition, APC, in its sole discretion, may stop all APC Activity until Customer either remedies the condition or agrees to reimburse all APC costs arising from the condition. Customer is responsible for all costs of Equipment modification or change requested by Customer or dictated by an Unforeseen Condition or circumstance outside APC's control.
7. **Equipment Protection and Damage.** After Installation and throughout this Agreement's term, in the event of any work or digging near the Equipment, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests by calling Alabama 811 or 1-800-292-8525; and (ii) provide notices to other utilities or operators as required by the Dig Law. As between Customer and APC, Customer is responsible for all damages arising from failure to comply with applicable law or for Equipment damage caused by anyone other than APC (or an APC contractor or representative).
8. **Verification of Equipment Installed.** Each party will appoint representative(s) (the "Representative") to verify the completion of the Installation by counting the upgraded equipment (the "Equipment Count"). In the event that the Equipment Count is not completed within thirty (30) days of completion, billing will be updated based on APC's installation completion count until such time as verification can be completed. Any discrepancies will be mutually resolved and billing will be adjusted accordingly.
9. **Maintenance.** During this Agreement's term, APC will maintain the Equipment and will bear the cost of routine repair or replacement. Customer must notify APC of any need for Equipment repair by calling the Business Service Center at 1-888-430-5787.
10. **Disclaimer: Damages.** APC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the Equipment or any APC Activity. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or Equipment choice, the Equipment may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Equipment or this Agreement, or arising from damage, hindrance, or delay involving the Equipment or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable.
11. **Indemnity.** To the fullest extent allowed by law, Customer agrees to indemnify, release, hold harmless, and, at APC's request, defend APC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from or against any loss, damage, cost, expense, or liability (including actual attorneys' fees reasonably incurred and all expenses of investigation and defense) for any damage or claim for personal or bodily injury (including death), property damage (including loss of use), monetary damage, or equitable relief caused by or arising out of any misrepresentation or act or omission of Customer involving this Agreement, the Equipment, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of APC.
12. **Default.** Customer is in default if Customer does not pay the entire amount owed within 45 days of billing. APC's waiver of any past default will not waive any other default. If default occurs, APC, at its discretion, may immediately terminate this Agreement, collect all past due amounts (including late fees) and all amounts due for the Equipment during the remaining Agreement term, remove the Equipment from the Premises, and seek any other available remedy.
13. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Equipment and replaces any prior agreement, written or oral. Only a written amendment signed by each party can modify this Agreement, except that either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations without APC's prior written consent. No assignment, whether with or without consent, relieves Customer of its Agreement obligations. Customer must provide advanced notice of a change in control of all, or substantially all, of Customer's ownership or interest in the Premises. In this Agreement, "including" means "including, but not limited to." Alabama law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

# CITY OF ENTERPRISE LED STREETLIGHT PROJECT SUMMARY - COMPARABLE FIXTURE UPGRADE

Current HID Fixture Description - BEFORE	HID Fixture Count	Total Price Per Fixture	Total Monthly HID Price	LED Fixture Description - AFTER	LED Fixture Count	Total Price Per Fixture	Total Monthly LED Price	Total Increase or Decrease
Alabama Power Owned Fixtures:				Alabama Power Owned Fixtures:				
Cutoff Colonial 70W HPS	0	\$15.34	\$0.00	LED Decorative - 4,001 - 5,500 Initial Lumens	8	\$7.47	\$59.76	\$59.76
Alabama Power Owned Fixtures - Buy Down to Standard:				Alabama Power Owned Fixtures - Buy Down to Standard:				
Alabama Power Owned Poles - Buy Down to Standard:				Alabama Power Owned Poles - Buy Down to Standard:				
Total Alabama Power Owned Fixtures and Poles:	0		\$0.00	Total Alabama Power Owned Fixtures and Poles:	8		\$59.76	\$59.76
Customer Owned Fixtures:				Customer Owned Fixtures:				
Total Customer Owned:			\$0.00	Total Customer Owned:			\$0.00	\$0.00
Additional Facilities			\$0.00	Additional Facilities				\$0.00
Totals:	0		\$0.00		8		\$59.76	59.76

## CURRENT MONTH CSS BILLING

### Notes:

Information for discussion purposes only

Fixture totals are estimated based on current APC billing records and field review. Final quantities and pricing may vary depending on actual LED fixture installed.

Total Monthly LED pricing based on Master Contract for Lighting Services Fixtures Exhibit

LED - Light Emitting Diode

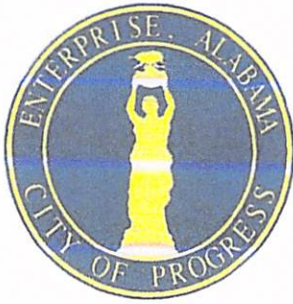
HID - High Intensity Discharge

MV - Mercury Vapor

HPS - High Pressure Sodium

MH - Metal Halide

W - Watt



**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  
**FROM:** Barry Mott  
**DATE:** 6/1/2023  
**RE:** PICKLEBALL COURT - BID ACCEPTANCE AND AWARD

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Beverly,

Bids were received and opened on Thursday, May 4, 2023, at 3:00 pm at City Hall. Only one bid was received and opened. The engineer's bid tabulation is attached. The bid received is as follows:

Base Bid (8 courts)	\$ 564,000.00
Alt #1 – Light Installation	\$ 90,000.00
<b>Total Bid with Alternates</b>	<b>\$ 654,000.00</b>

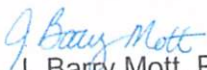
Because we had only one bidder and the bids were over the stated budget for the project, the City was able to negotiate with the one bidder and value engineer the project. After this effort, the final numbers for the contract are as follows:

Base Bid (8 courts)	\$ 427,000.00
Alt #1 – Light Installation	\$ 90,000.00
<b>Total Bid with Alternates</b>	<b>\$ 517,000.00</b>

On the next council agenda, I am requesting that the Council accept the attached bid tabulation related to a new pickleball complex and award the bid to Beasley Construction for the base bid and alternate #1 in the amount of \$517,000.00. This recommendation is for the 8 new pickleball courts with lights.

In addition, I am requesting that council approve and allow the City to issue a purchase order to MUSCO Lighting in the amount of \$84,000.00 for lights to be installed at the new Pickleball facility.

Thanks,

  
J. Barry Mott, PE  
City Engineer/Public Works Director