

**AGENDA  
JULY 5, 2023  
CITY COUNCIL MEETING**

The Enterprise City Council will convene in Regular Session at 12:00 p.m., Wednesday, July 5, 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 Meeting Minutes of June 20, 2023
- Accounts Payable (A) for June 2023 in the amount of **\$2,002,699.69** as follows:  
City of Enterprise - \$1,782,288.77                      Water Works Board - \$220,410.92
- Contract Billings in the amount of **\$1,284,016.40** as follows:  
**Whaley Construction Company, Inc. -**  
Application No. 6 - \$1,085,839.16 – Construction – Recreation & Aquatics Center  
**Wiregrass Construction Company, Inc. -**  
Estimate No. 5 - \$24,245.44 – Construction – FY23 Resurfacing/Phase III (B)  
**Poly, Inc. -**  
Invoice No. 19855 - \$1,912.65 – Engineering/Design – FY23 Resurfacing/Phase III (B)  
**Barge Design Solutions, Inc. -**  
Invoice No. 211271 - \$162,835.00 – Design/Bid Services – Corporate Hangar  
**KPS Group -**  
Invoice No. 14 - \$7,684.15 – Contract Planning Services – May 2023  
Invoice No. 4 - \$1,500.00 – Contract Services – Zoning Map
- Travel Requests as follows:  
**Police Department**  
Officer Kimberlee Barnes  
Genevieve Morris  
Recruiting for Law Enforcement Course  
Pensacola, Florida  
July 12-14, 2023  
Estimated Cost: \$1,603.60

CONSIDER PERMIT/STREET CLOSURE REQUEST.....President  
(Main Street Enterprise/Girls Night Out)

Call for a motion to approve the following permit request as submitted:

- Girls Night Out  
Event Time/Date: 2:00 p.m. – 9:00 p.m., Saturday, September 30, 2023  
Rain Date: Saturday, October 7, 2023  
Street Closure: 12:00 p.m. – 10:00 p.m.  
Closure Area: East College Street (Alleyway to Main), West College Street (Main to Alleyway)

***\*\*Previously approved by the Council on March 7, 2023. Permit revised to reflect a change in the street closure time/area.***

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

STAFF REPORTS.....President

**OLD BUSINESS**

PUBLIC HEARING & CONSIDERATION/ORDINANCE 06-06-23.....President  
(Heron Cove, LLC Rezone)

Call for a public hearing prior to consideration of 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.

At the close of the hearing, call for consideration of Ordinance 06-06-23.

PUBLIC HEARING & CONSIDERATION/ORDINANCE 06-06-23-A.....President  
(McDaniel Farms Rezone)

Call for a public hearing prior to consideration of 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.

At the close of the hearing, call for consideration of Ordinance 06-06-23-A.

**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 Shane Smith for the rezoning of .41 acres of land from B-2 (Business District) to R-65 (Residential District) located at 218 East Lee Street.
- A request by Northstar Engineering Services, Inc., on behalf of Pecan Grove Development, LLC, for the rezoning of 3.18 acres of land from R-65 (Residential District) to R-75-A (Residential District) located at the southeast intersection of Dixie Drive and Cheyenne Drive.

INTRODUCE ORDINANCE 07-05-23.....President  
(Smith Rezone)

Introduce Ordinance 07-05-23, providing for the rezone of .41 acres of land owned by Shane Smith from B-2 (Business District) to R-65 (Residential District) located at 218 East Lee Street.

Call for a public hearing to be held at the regular meeting scheduled for August 1, 2023.

INTRODUCE ORDINANCE 07-05-23-A.....President  
(Pecan Grove Development, LLC Rezone)

Introduce Ordinance 07-05-23-A, providing for the rezone of 3.18 acres of land owned by Pecan Grove Development, LLC from R-65 (Residential District) to R-75-A (Residential District) located at the southeast intersection of Dixie Drive and Cheyenne Drive.

Call for a public hearing to be held at the regular meeting scheduled for August 1, 2023.

CONSIDERATION OF RESOLUTION 07-05-23.....President  
(Public Building Authority/City Hall Renovations)

Call for a motion to adopt Resolution 07-05-23 which will approve the grant to the Public Building Authority the total sum of up to \$7.8 million to cause necessary renovations and repairs to City Hall and which will approve, and authorize the execution of, an agreement and lease related to City Hall and the renovations.

AUTHORIZE MAYOR TO EXECUTE AMENDMENT NO. 1 TO AGREEMENT.....President  
(Seay Seay and Litchfield, P.C./Recreation & Aquatics Center)

Call for a motion to amend the agreement with Seay Seay and Litchfield, P.C. from the previous not-to-exceed amount of \$1,181,480.85 to \$1,470,641.46 for additional design services for the New Recreation and Aquatics Center project, and further authorize the Mayor to execute Amendment No. 1 to the agreement.

MAYORS REPORT.....President

COUNCIL MEMBERS COMMENTS.....President

ADJOURNMENT: 5:00 p.m., Tuesday, July 18, 2023 Council Work Session.....President

ADDENDUM:

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**TO: MAYOR AND CITY COUNCIL**  
**FROM: BEVERLY SWEENEY, CITY CLERK**  
**RE: CONSENT AGENDA FOR JULY 5, 2023 COUNCIL MEETING**  
**DATE: JUNE 30, 2023**

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

- A. The minutes of the June 20, 2023 Regular Session.**
- B. Accounts Payable (A) for June 2023 in the amount of \$2,002,699.69 as follows:**  
City of Enterprise - \$1,782,288.77    Water Works Board - \$220,410.92
- C. Contract Billings in the amount of \$1,284,016.40 as follows:**
  - Whaley Construction Company, Inc. -**  
Application No. 6 - \$1,085,839.16 – Construction – Recreation & Aquatics Center
  - Wiregrass Construction Company, Inc. -**  
Estimate No. 5 - \$24,245.44 – Construction – FY23 Resurfacing/Phase III (B)
  - Poly, Inc. -**  
Invoice No. 19855 - \$1,912.65 – Engineering/Design – FY23 Resurfacing/Phase III (B)
  - Barge Design Solutions, Inc. -**  
Invoice No. 211271 - \$162,835.00 – Design/Bid Services – Corporate Hangar
  - KPS Group -**  
Invoice No. 14 - \$7,684.15 – Contract Planning Services – May 2023  
Invoice No. 4 - \$1,500.00 – Contract Services – Zoning Map
- D. Travel Requests as follows:**
  - Police Department**  
Officer Kimberlee Barnes  
Genevieve Morris  
Recruiting for Law Enforcement Course  
Pensacola, Florida  
July 12-14, 2023  
Estimated Cost: \$1,603.60

## CITY COUNCIL MEETING MINUTES OF JUNE 20, 2023

The Enterprise City Council convened in Regular Session at 6:00 p.m., Tuesday, June 20, 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 Scotty Johnson, District #4

**ABSENT:** Council Member Greg Padgett, District #3

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

**ROLL CALL** – All Council Members were present with the exception of Council Member Padgett.

### APPROVAL OF AGENDA

The President called for a motion to approve the agenda of the meeting as submitted. Council Member Johnson moved to approve the agenda of the meeting as submitted. Council Member Rich seconded the motion. The vote being: Rich – Aye; Goolsby – 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 June 6, 2023
- City Council Meeting Minutes of June 6, 2023
- Contract Billings in the amount of **\$811,449.26** as follows:
  - Whaley Construction Co., Inc. -**  
Application No. 5 - \$526,345.63 – Construction – Recreation & Aquatics Center
  - Beasley Construction Services, Inc. -**  
Estimate No. 4 - \$176,191.23 – Construction – Multipurpose Recreational Complex/Phase I
  - Hopper-Moore, Inc. -**  
Estimate No. 1(Final) - \$38,080.00 – Demolition/Clearance – 2021 CDBG Demolition Project/Phase V
  - Poly, Inc. -**  
Invoice No. 19829 - \$15,822.30 – Construction Phase Services – Multipurpose Recreation Complex/Phase I  
Invoice No. 19838 - \$8,242.22 – Preliminary Engineering – Dozier Road Improvements
  - McKee & Associates Inc. -**  
Invoice No. 4844 - \$40,300.88 – Contract Services – New Pickleball Courts
  - Fine, Geddie & Associates -**  
Invoice No. 2168 - \$6,250.00 – Contract Services – June 2023
  - Hand Arendall Harrison Sale LLC -**  
Invoice No. 368692 - \$217.00 – Contract Services – Community Development
- Travel Requests as follows:

<u><b>E-911</b></u> Tangi Hill Alabama NENA Conference Orange Beach, Alabama October 15-18, 2023 Estimated Cost: \$1,498.12	<u><b>Parks &amp; Recreation</b></u> Blake Moore Guest Speaker/NFL Flag Summit Atlanta, Georgia July 19-22, 2023 Estimated Cost: \$275.00
<u><b>Engineering</b></u> Barry Mott Kim Hughes Aviation Council of Alabama Airport Conference Montgomery, Alabama September 24-26, 2023 Estimated Cost: \$2,400.00	<u><b>Police Department</b></u> Chief Michael Moore AACOP Summer Conference Orange Beach, Alabama July 30-August 3, 2023 Estimated Cost: \$2,632.40
- Request to Dispose of Inventory as follows:
  - Airport**  
(1) Couch – City ID #02521  
(1) Chair – City ID #02523  
(1) Desk – City ID #02748  
(1) End Table – City ID #04282

Council Member Goolsby moved to approve the Consent Agenda as presented. Council Member Johnson seconded the motion. The vote being: Rich – Aye; Goolsby – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

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

Pinkie McSwain, Coffee County Training Alumni Association President, thanked Mayor Cooper, Council Member Rich, and Council Member Goolsby for attending the association's school reunion and presented a souvenir booklet to each.

Candace Thomas, a resident of District 1, expressed concerns about homeless individuals living in the wooded area behind Morgan Square Mall. She requested the city to contact the property owner while having the police remove the people living in the area, remove the trash, and clear the vegetation and trees to allow visibility and prevent the problem from reoccurring.

**STAFF REPORTS**

Police Chief Michael Moore, in response to Ms. Thomas' comments, advised Council that current law does not allow the police to permanently remove a person from private property without the property owner giving them the authority to do so. Thomas Hardy, Assistant Director of Engineering, reported that PopShelf, the property owner, has been contacted by mail regarding the issue.

**OLD BUSINESS**

None

**NEW BUSINESS****AUTHORIZE TRANSFER OF FUNDS – Industrial Development Board (Salem Road Pump Station)**

The President introduced and call for consideration of a request to authorize the transfer of funds up to \$70,000 to the Industrial Development Board of the City of Enterprise for funding assistance related to the update of the Salem Road Sewage Pump Station located behind the HSAA Plant in the Yancey Parker Industrial Park. The request is being made due to a shortfall in Grow Alabama funding received by the Board for sewer improvements related to the expansion of the Dozier Industrial Park and ultimately related to the construction of the Bennie G. Adkins Veterans Home.

Council Member Rich moved to transfer the funds as requested. Council Member Johnson made the second. The vote being: Rich – Aye; Goolsby – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

**REQUEST APPROVAL TO IMPLEMENT PROPOSED FEES/APPLICATION – Parks & Recreation**

The President introduced and called for consideration of a request from Billy Powell, Director of Community Services and Recreation, for approval to implement the proposed new Parks & Recreation fees and Application for Fee Reduction.

Council Member Goolsby moved to grant the request as submitted. Council Member Rich made the second. The vote being: Rich – Aye; Goolsby – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

**MAYORS REPORT**

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

**COUNCIL MEMBERS COMMENTS**

Council Members thanked Ms. McSwain and Ms. Thomas for their comments, meeting attendees, and citizens watching online.

**ADJOURNMENT**

There being no further business before the Council, the President declared the Regular Session adjourned at 6:30 p.m.

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Turner Townsend  
Council President

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Beverly Sweeney  
City Clerk

**ACCOUNTS PAYABLE JUNE 2023 - A****WATER WORKS BOARD****TOTAL****\$220,410.92****CITY OF ENTERPRISE**

ADMINISTRATIVE DEPT CAPITAL	\$0.00
ADMINISTRATIVE DEPARTMENT	\$27,859.34
AIRPORT CAPITAL PROJECTS	\$864.82
CIVIC CENTER	\$11,038.21
CIVIL DEFENSE	\$157.39
CULTURE & RECREATION	\$0.00
DISPOSAL PLANT	\$85,800.39
TOURISM	\$18,954.77
E-911	\$5,926.05
ENGINEERING DEPARTMENT	\$47,445.92
ENG DEPT CAPITAL PROJ	\$0.00
ENTERPRISE LIBRARY	\$2,391.26
ENTERPRISE MUNICIPAL AIRPORT	\$7,652.92
ENTERPRISE MUNICIPAL AIRPORT FUEL	\$0.00
FARMER'S MARKET	\$2,818.42
FIRE DEPARTMENT	\$719,564.78
FIRE CAPITAL PROJECT	\$2,867.81
FLEET MAINTENANCE	\$4,543.39
GASOLINE	\$58,945.34
HEALTH & WELFARE	\$0.00
INCUBATOR	\$1,388.24
MUNICIPAL COURT	\$241.39
PARKS & RECREATION	\$17,691.10
PARKS & RECREATION CAPITAL PROJ	\$600,000.00
POLICE DEPARTMENT	\$60,968.87
SANITATION DEPARTMENT	\$30,828.13
SENIOR CITIZENS	\$513.67
SEWER DEPARTMENT	\$63,609.26
STREET DEPARTMENT	\$10,217.30
STREET CAPITAL PROJECTS	\$0.00
<b>TOTAL</b>	<b>\$1,782,288.77</b>

**ACTION OF THE MAYOR****APPROVAL** \_\_\_\_\_**EXCEPTIONS** \_\_\_\_\_**DATE** \_\_\_\_\_

06/05/2023 10:33  
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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

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

ACCOUNT

VENDOR NAME	AMOUNT
-----	-----
100 15200 GASOLINE INVENTORY	
TOTAL PETROLEUM, LLC	19,670.84
	-----
	19,670.84
	-----
TOTAL	19,670.84
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06/09/2023 11:40  
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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 060923GG TO 060923GG DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME

AMOUNT

FIRE

SUNBELT FIRE APPARATUS

678,326.00

678,326.00

TOTAL

678,326.00

\*\* END OF REPORT - Generated by Bobbi Jo Lewis \*\*

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 0620Gf1 TO 0620Gf1 DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	
ADMINISTRATIVE	
ALABAMA POWER COMPANY	30.17
CANON SOLUTIONS AMERICA	259.45
UNITED PARCEL SERVICE	10.00
XEROX CORPORATION	249.07
	-----
	548.69
AIRPORT	
CINTAS CORPORATION	11.26
SOUTHERN LINC	33.65
TROY CABLEVISION INC	139.95
UNITED PARCEL SERVICE	10.00
	-----
	194.86
CIVIC CENTER	
CINTAS CORPORATION	36.05
UNITED PARCEL SERVICE	10.00
	-----
	46.05
DISPOSAL DEPT	
UNITED PARCEL SERVICE	10.00
	-----
	10.00
E-911	
UNITED PARCEL SERVICE	10.00
	-----
	10.00
ENGINEERING	
CINTAS CORPORATION	62.63
UNITED PARCEL SERVICE	10.00
	-----
	72.63
FIRE	
CHARTER COMMUNICATIONS	77.01
UNITED PARCEL SERVICE	119.25
	-----
	196.26
FLEET MAINTENANCE	
CINTAS CORPORATION	82.04
SOUTHERN LINC	85.81
UNITED PARCEL SERVICE	10.00
	-----
	177.85

LIBRARY

06/09/2023 15:25  
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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 0620Gf1 TO 0620Gf1 DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
ALABAMA POWER COMPANY	1,625.00
	-----
	1,625.00
PARKS/RECREATION	
UNITED PARCEL SERVICE	10.00
US BANK EQUIPMENT FINANCE	64.61
	-----
	74.61
POLICE	
AAA STORAGE BUILDINGS	100.00
UNITED PARCEL SERVICE	10.00
	-----
	110.00
PUBLIC WORKS	
CINTAS CORPORATION	40.28
	-----
	40.28
SANITATION	
SOUTHERN LINC	21.82
UNITED PARCEL SERVICE	10.00
	-----
	31.82
SENIOR CITIZENS CENTER	
UNITED PARCEL SERVICE	10.00
	-----
	10.00
SEWER	
UNITED PARCEL SERVICE	10.00
	-----
	10.00
STREET	
UNITED PARCEL SERVICE	10.00
	-----
	10.00
WATER FUND - ADMINISTRATIVE	
UNITED PARCEL SERVICE	10.00
	-----
	10.00
	-----
TOTAL	3,178.05

\*\* END OF REPORT - Generated by Demetris Slater \*\*

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 062023E1 TO 062023E1 DATES: 10/01/22 TO 09/30/23

ORG	VENDOR NAME	AMOUNT
-----		
E-911		
	BRIGHTSPEED	111.80
		-----
		111.80
GENERAL FUND		
	CITY GENERAL FUND	10.00
		-----
		10.00
		-----
	TOTAL	121.80
** END OF REPORT - Generated by Demetris Slater **		

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 0620Sc1 TO 0620Sc1 DATES: 10/01/22 TO 09/30/23

ORG		
VENDOR NAME		AMOUNT
-----		-----
GENERAL FUND		
CITY GENERAL FUND		10.00
		-----
		10.00
		-----
TOTAL		10.00
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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 0620Sd1 TO 0620Sd1 DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	
DISPOSAL DEPT	
CINTAS CORPORATION	53.45
	-----
	53.45
GENERAL FUND	
CITY GENERAL FUND	20.00
	-----
	20.00
	-----
TOTAL	73.45

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06/09/2023 15:27 | CITY OF ENTERPRISE  
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WARRANT RANGE: 0620Ww1 TO 0620Ww1 DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	
GENERAL FUND	
CITY GENERAL FUND	10.00
	-----
	10.00
WATER FUND	
SYNOVUS BANK	44,624.00
	-----
	44,624.00
WATER FUND - ADMINISTRATIVE	
ARISTA INFORMATION SYSTEMS INC	9,681.05
	-----
	9,681.05
	-----
TOTAL	54,315.05
** END OF REPORT - Generated by Demetris Slater **	

06/23/2023 07:55  
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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 062323G TO 062323G DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	
POLICE	
AXON ENTERPRISE	4,992.00
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	4,992.00
	-----
TOTAL	4,992.00

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 0620Gf2 TO 0620Gf2 DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	
ADMINISTRATIVE	
CHARTER COMMUNICATIONS	95.16
XEROX CORPORATION	392.45
	-----
	487.61
CIVIC CENTER	
ALABAMA POWER COMPANY	191.58
	-----
	191.58
ENGINEERING	
ALABAMA POWER COMPANY	456.05
CINTAS CORPORATION	62.63
PEA RIVER ELECT COOP	42.21
	-----
	560.89
FIRE	
CHARTER COMMUNICATIONS	77.01
	-----
	77.01
FLEET MAINTENANCE	
CINTAS CORPORATION	82.04
	-----
	82.04
INCUBATOR	
C SPIRE	79.95
	-----
	79.95
JUDICIAL	
XEROX CORPORATION	120.10
	-----
	120.10
PARKS/RECREATION	
ALABAMA POWER COMPANY	85.02
XEROX CORPORATION	196.27
	-----
	281.29
PUBLIC WORKS	
CINTAS CORPORATION	40.28
	-----
	40.28
	-----
TOTAL	1,920.75

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06/23/2023 12:17 | CITY OF ENTERPRISE  
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WARRANT RANGE: 0620Sd2 TO 0620Sd2 DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME

AMOUNT

DISPOSAL DEPT

ALABAMA POWER COMPANY

51.06

CINTAS CORPORATION

49.71

-----  
100.77

TOTAL

100.77

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06/23/2023 12:18  
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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 0620Ww2 TO 0620Ww2 DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	
WATER FUND - ADMINISTRATIVE	
CHARTER COMMUNICATIONS	99.99
	-----
	99.99
	-----
TOTAL	99.99
** END OF REPORT - Generated by Demetris Slater **	

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 0620Gf3 TO 0620Gf3 DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	
ADMINISTRATIVE	
CIVICPLUS LLC	1,520.63
QUADIENT LEASING USA, INC	699.57
SOUTHEAST ALABAMA GAS DISTRICT	150.62
	-----
	2,370.82
AIRPORT	
CINTAS CORPORATION	5.87
COVINGTON ELECTRIC COOPERATIVE	1,680.40
	-----
	1,686.27
CIVIC CENTER	
BRIGHTSPEED	136.20
C SPIRE	1,091.63
CANON SOLUTIONS AMERICA	143.77
CINTAS CORPORATION	36.05
SOUTHEAST ALABAMA GAS DISTRICT	88.66
	-----
	1,496.31
ENGINEERING	
CANON SOLUTIONS AMERICA	361.65
CINTAS CORPORATION	125.26
COVINGTON ELECTRIC COOPERATIVE	1,904.34
	-----
	2,391.25
FARMER'S MARKET	
SOUTHEAST ALABAMA GAS DISTRICT	17.68
	-----
	17.68
FIRE	
CHARTER COMMUNICATIONS	170.85
COVINGTON ELECTRIC COOPERATIVE	416.69
SOUTHEAST ALABAMA GAS DISTRICT	108.42
	-----
	695.96
FLEET MAINTENANCE	
CINTAS CORPORATION	237.23
	-----
	237.23
INCUBATOR	
SOUTHEAST ALABAMA GAS DISTRICT	20.80
	-----
	20.80

PARKS/RECREATION

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 0620Gf3 TO 0620Gf3 DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
AAA STORAGE BUILDINGS	80.00
BRIGHTSPEED	71.26
	-----
	151.26

POLICE

BRIGHTSPEED	321.82
COVINGTON ELECTRIC COOPERATIVE	140.50
WELLS FARGO FINANCIAL LEASING	300.51
	-----
	762.83

PUBLIC WORKS

BRIGHTSPEED	71.26
CANON SOLUTIONS AMERICA	285.02
CINTAS CORPORATION	117.52
COVINGTON ELECTRIC COOPERATIVE	247.84
SOUTHEAST ALABAMA GAS DISTRICT	72.29
	-----
	793.93

TOTAL 10,624.34

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 062023E3 TO 062023E3 DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	
E-911	
BRIGHTSPEED	2,698.91

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2,698.91

TOTAL

2,698.91

\*\* END OF REPORT - Generated by Demetris Slater \*\*

06/27/2023 16:11 | CITY OF ENTERPRISE  
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WARRANT RANGE: 0620Sd3 TO 0620Sd3 DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
DISPOSAL DEPT	
ALABAMA POWER COMPANY	45.52
CINTAS CORPORATION	133.28
COVINGTON ELECTRIC COOPERATIVE	23,480.53
	-----
	23,659.33
	-----
TOTAL	23,659.33
** END OF REPORT - Generated by Demetris Slater **	

06/27/2023 16:11 | CITY OF ENTERPRISE  
dslater | WARRANT PUBLICATION LIST

WARRANT RANGE: 0620Ww3 TO 0620Ww3 DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	
WATER FUND - ADMINISTRATIVE	
COVINGTON ELECTRIC COOPERATIVE	22,964.48
SOUTH ALABAMA ELECTRIC COOPERA	31.95
SOUTHEAST ALABAMA GAS DISTRICT	73.58
WELLS FARGO VENDOR FIN SERV	97.39
	-----
	23,167.40
	-----
TOTAL	23,167.40
** END OF REPORT - Generated by Demetris Slater **	



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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 070623G TO 070623G DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	
ADMINISTRATIVE	
ALABAMA COMMUNITY NEWSPAPERS	1,236.00
ALABAMA POWER COMPANY	8,955.37
ALABAMA TROPHY & GIFT CENTER	15.00
AMAZON CAPITAL SERVICES INC	116.43
BRIGHTSPEED	-280.55
CDW GOVERNMENT, INC.	7.62
DOTHAN AWNING CO INC	3,584.00
J2 CLOUD SERVICES LLC	104.97
KNOWMYHIRE.COM	22.20
M4 TECHNOLOGY	9,475.00
MALKOFF FRAME SHOP	675.00
ODP Business Solutions	455.74
WAL-MART COMMUNITY CARD	35.44
WHITTAKER WARREN INSURANCE	50.00
	-----
	24,452.22
AIRPORT	
AMAZON CAPITAL SERVICES INC	156.18
BRIGHTSPEED	624.86
BRUNSON PEST CONTROL	25.00
DTN, LLC	762.00
MAYER ELECTRIC SUPPLY	226.27
PERRY BROTHERS AVIATION FUEL	3,189.54
POLYENVIRONMENTAL CORPORATION	238.80
SOUTHERN DOOR CO	200.00
WAL-MART COMMUNITY CARD	349.14
	-----
	5,771.79
CIVIC CENTER	
ALABAMA POWER COMPANY	7,697.62
ARROW EXTERMINATORS INC	270.00
BRIGHTSPEED	-276.26
BRUNSON PEST CONTROL	50.41
COMFORT SYSTEMS USA	1,000.00
MAYER ELECTRIC SUPPLY	562.50
	-----
	9,304.27
CIVIL DEFENSE	
ALABAMA POWER COMPANY	157.39
	-----
	157.39
DISPOSAL DEPT	
ALABAMA POWER COMPANY	11,775.54
BRUNSON PEST CONTROL	8.61
	-----
	11,784.15

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 070623G TO 070623G DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	
ENGINEERING	
ALABAMA COMMUNITY NEWSPAPERS	446.50
ALABAMA POWER COMPANY	32,821.74
AMAZON CAPITAL SERVICES INC	64.60
BRUNSON PEST CONTROL	222.76
CDW GOVERNMENT, INC.	1,777.30
COMFORT SYSTEMS USA	8,379.00
ENTERPRISE OFFICE SUPPLY	184.72
ENTERPRISE PAPER & JANITORIAL	255.97
J&R SYSTEMS INTEGRATORS	268.56
	-----
	44,421.15
FARMER'S MARKET	
ALABAMA COMMUNITY NEWSPAPERS	660.00
ALABAMA POWER COMPANY	737.22
BRIGHTSPEED	63.82
BRUNSON PEST CONTROL	11.38
ENTERPRISE PRINTING LLC	443.00
LOWES HOME CENTER INC	121.54
MOTION PICTURE LICENSING CORPO	743.78
SESSIONS CLEANERS	20.00
	-----
	2,800.74
FIRE	
AIRGAS USA, LLC	121.77
ALABAMA POWER COMPANY	4,687.02
AMAZON CAPITAL SERVICES INC	37.94
BRIGHTSPEED	-1,243.51
BRUNSON PEST CONTROL	30.90
FASTENAL	72.50
FOURSTAR FREIGHTLINER	535.21
JJS GLOBAL VENTURES INC	1,486.00
KNOWMYHIRE.COM	22.20
LOWES HOME CENTER INC	169.60
MEDICAL CENTER ENTERPRISE	50.00
NAFECO	2,081.58
PARKER'S DIESEL SERVICE	453.73
PHILLIP MORRIS AUTO SERVICE CE	10.00
PHILLIPS PARKING LOT MAINTENAN	29,900.40
S & P COMMUNICATIONS LLC	1,402.81
VIKING AUTOMATIC SPRINKLER COM	208.00
WILLIAMS AUTO PARTS	243.40
	-----
	40,269.55
FLEET MAINTENANCE	
ADVANCE AUTO PARTS	1,104.92
BRUNSON PEST CONTROL	16.26
DAVIS OIL CO INC	604.58
DOWLING TRUCK AND TRACTOR	972.00

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 070623G TO 070623G DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
GOODSON AUTO PARTS	284.30
KNOWMYHIRE.COM	22.20
MSC INDUSTRIAL SUPPLY CO.	266.35
NEXAIR, LLC	193.75
PARKER'S DIESEL SERVICE	139.00
TOTAL PETROLEUM, LLC	338.91
WILLIAMS AUTO PARTS	104.00
	-----
	4,046.27
GENERAL FUND	
TOTAL PETROLEUM, LLC	39,274.50
	-----
	39,274.50
INCUBATOR	
ALABAMA POWER COMPANY	1,133.84
BRIGHTSPEED	124.86
BRUNSON PEST CONTROL	28.79
	-----
	1,287.49
JUDICIAL	
J2 CLOUD SERVICES LLC	34.99
ODP Business Solutions	86.30
	-----
	121.29
LIBRARY	
BRUNSON PEST CONTROL	16.26
SCARLETTE G. NAPPER	750.00
	-----
	766.26
PARKS/RECREATION	
A BEST POOLS	613.39
ALABAMA POWER COMPANY	10,985.69
BOYD'S LOCKSMITH	12.00
BRIGHTSPEED	423.52
BRUNSON PEST CONTROL	149.68
CREATIVE BRICK & CONCRETE INC	171.65
DOWLING TRUCK AND TRACTOR	950.14
ENTERPRISE CHEVROLET	52.25
ENTERPRISE OFFICE SUPPLY	239.08
ENTERPRISE PAINT & INDUSTRIAL	130.77
ENTERPRISE PAPER & JANITORIAL	460.91
KELLY SEED COMPANY	800.00
KNOWMYHIRE.COM	44.40
LEWIS-SMITH SUPPLY CORP	129.90
LOWES HOME CENTER INC	517.26
MAYER ELECTRIC SUPPLY	961.84
O'REILLY AUTO PARTS	168.27

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 070623G TO 070623G DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
PARRISH ENTERPRISES INC	130.00
WAL-MART COMMUNITY CARD	243.19
	-----
	17,183.94

POLICE

ALABAMA POWER COMPANY	722.49
AMAZON CAPITAL SERVICES INC	56.42
ANIMAL HEALTH CENTER	1,224.27
AUREUS INTERNATIONAL	40.00
BRIGHTSPEED	378.97
COFFEE CO SHERIFF'S OFFICE	13,910.10
DACK AUTO SERVICE	69.00
ED SHERLING FORD INC	2,937.15
ENTERPRISE CHEVROLET	860.30
GUARDIAN ALLIANCE TECHNOLOGIES	140.00
J2 CLOUD SERVICES LLC	34.99
KENS AUTO GLASS	550.00
LOWES HOME CENTER INC	720.10
MEDICAL CENTER ENTERPRISE	75.00
O'REILLY AUTO PARTS	141.80
ODP Business Solutions	568.44
PDC BODY WORKS LLC	204.97
PETSENSE	340.95
PROFESSIONAL BODY SHOP	4,172.36
RELATIONSHIP BUILDERS, INC	650.00
S & P COMMUNICATIONS LLC	16,782.14
SEMINOLE COMMUNICATIONS INC	1,485.26
THE PARTS HOUSE	334.96
THOMSON REUTERS - WEST PAYMENT	768.00
TRANSUNION RISK AND ALTERNATIV	178.00
WAL-MART COMMUNITY CARD	115.47
WALTER CRAIG LLC	1,015.90
WILLIAMS AUTO PARTS	227.00
WIREGRASS AVIATION SUPPORT PRO	6,400.00
	-----
	55,104.04

PUBLIC WORKS

ALABAMA POWER COMPANY	5,951.89
BRIGHTSPEED	324.21
ENTERPRISE OFFICE SUPPLY	318.92
ENTERPRISE PAINT & INDUSTRIAL	8.99
MAYER ELECTRIC SUPPLY	233.10
	-----
	6,837.11

SANITATION

ACCRUIT, LLC FBO THOMPSON TRAC	3,512.38
ASHBERRY LANDFILL LLC	279.00
BRUNSON PEST CONTROL	11.38
ENTERPRISE MACHINE SHOP	5,473.89

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WARRANT RANGE: 070623G TO 070623G      DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
FOURSTAR FREIGHTLINER	713.75
GULF COAST TRUCK & EQUIPMENT C	3,613.68
INGRAM EQUIPMENT COMPANY	188.50
J & J HYDRAULICS, LLC	3,135.84
KNOWMYHIRE.COM	66.60
LOWES HOME CENTER INC	73.76
MIDLAND CITY ROAD MART	6,001.00
PARKER'S DIESEL SERVICE	7,451.74
THE PARTS HOUSE	139.79
WILLIAMS AUTO PARTS	135.00
	-----
	30,796.31

SEWER

ALABAMA POWER COMPANY	1,329.68
BRUNSON PEST CONTROL	8.61
	-----
	1,338.29

STREET

BRUNSON PEST CONTROL	16.26
COBLENTZ EQUIPMENT & PARTS CO.	1,238.57
DOWLING TRUCK AND TRACTOR	97.52
LOWES HOME CENTER INC	128.64
TRIGREEN EQUIPMENT LLC	523.26
WILLIAMS AUTO PARTS	92.50
WIREGRASS CONSTRUCTION CO., IN	398.95
	-----
	2,495.70

WATER FUND - ADMINISTRATIVE

ALABAMA POWER COMPANY	41,016.62
BRIGHTSPEED	272.77
BRUNSON PEST CONTROL	28.70
J2 CLOUD SERVICES LLC	34.99
MEDICAL CENTER ENTERPRISE	50.00
	-----
	41,403.08

TOTAL                      339,615.54

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 070623W TO 070623W DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	
GENERAL FUND	
CITY GENERAL FUND	41,403.08
	-----
	41,403.08

WATER FUND - ADMINISTRATIVE

AIRGAS USA, LLC	233.64
ALABAMA 811	260.81
AMAZON CAPITAL SERVICES INC	282.15
AUTOMATION CONTROL SERVICE, LL	1,501.00
CITY OF ENTERPRISE	3,395.37
DOWLING TRUCK AND TRACTOR	920.38
EMPIRE PIPE & SUPPLY	51,070.00
ENTERPRISE PAINT & INDUSTRIAL	519.31
ENTERPRISE PRINTING LLC	140.00
GENEVA COUNTY COOPERATIVE ENTE	280.00
HAWKINS INC	5,575.00
HOUSTON COUNTY REGIONAL WATER	825.00
HUDSON OFFICE SUPPLY COMPANY	296.00
LEWIS-SMITH SUPPLY CORP	3,697.57
LOWES HOME CENTER INC	626.01
MCGRIFF TIRE CO., INC	541.28
MIDLAND CITY ROAD MART	584.00
ODP Business Solutions	820.90
SERVICE CHEMICAL INDUSTRIES, I	7,473.60
SOUTHERN ELECTRIC MOTOR SERVIC	18,314.97
SOUTHERN PIPE & SUPPLY CO INC	1,635.00
UNIFIRST CORPORATION	574.85
USABBLUEBOOK	1,032.59
WAL-MART COMMUNITY CARD	225.42
WILKS A-ONE TIRE SE	476.84
WILLIAMS AUTO PARTS	123.71

-----  
101,425.40  
-----

TOTAL 142,828.48

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 070623SD TO 070623SD DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	
DISPOSAL DEPT	
AMSHER, LLC	3,788.05
BECKHAM SEPTIC TANK & DITCHIN	1,800.00
CEDARCHEM LLC	2,857.68
CITY OF ENTERPRISE	1,115.64
CONSOLIDATED PIPE & SUPPLY	204.00
ENTERPRISE OFFICE SUPPLY	108.89
ENTERPRISE PAINT & INDUSTRIAL	125.85
ENVIRONMENTAL RESOURCE ANALYST	1,764.00
GENEVA COUNTY COOPERATIVE ENTE	3.54
JOHNSTON MATERIALS SUPPLY LLC	12,589.68
NANTZE SPRINGS INC	62.65
POLYENVIRONMENTAL CORPORATION	278.00
SERVICE CHEMICAL INDUSTRIES, I	3,039.00
SOUTHERN ELECTRIC MOTOR SERVIC	19,509.00
USABBLUEBOOK	2,946.71
	-----
	50,192.69

GENERAL FUND

CITY GENERAL FUND	13,122.44
	-----
	13,122.44

SEWER

ACCRUIT, LLC FBO THOMPSON TRAC	1,976.54
ALABAMA 811	198.48
CITY OF ENTERPRISE	2,193.71
ED SHERLING FORD INC	124.84
ENTERPRISE PAINT & INDUSTRIAL	23.97
FIMCO INDUSTRIES	569.65
GENEVA COUNTY COOPERATIVE ENTE	68.67
IMPROVED CONSTRUCTION METHODS	18,728.00
LEWIS-SMITH SUPPLY CORP	160.16
LOWES HOME CENTER INC	489.72
MCGRIFF TIRE CO., INC	1,500.00
O'REILLY AUTO PARTS	11.38
SMYRNA READY MIX CONCRETE LLC	682.50
SOUTHERN PIPE & SUPPLY CO INC	11,307.00
TALCO INDUSTRIAL CHEMICALS, IN	24,092.80
WILLIAMS AUTO PARTS	133.55
	-----
	62,260.97

TOTAL 125,576.10

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WARRANT RANGE: 070623SC TO 070623SC DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	-----
SENIOR CITIZENS CENTER	
CITY OF ENTERPRISE	503.67
	-----
	503.67
	-----
TOTAL	503.67
** END OF REPORT - Generated by Bobbi Jo Lewis **	



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WARRANT RANGE: 070623E    TO 070623E    DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	
E-911	
APCO INTERNATIONAL	60.00
CITY OF ENTERPRISE	23.00
ENTERPRISE OFFICE SUPPLY	262.82
LIBERTEL ASSOCIATES	1,320.57
ODP Business Solutions	138.95
SOLACOM	1,300.00
	-----
	3,105.34
	-----
TOTAL	3,105.34

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 070623TT TO 070623TT DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	
TOURISM	
4IMPRINT	577.83
DURDEN OUTDOOR DISPLAYS, INC.	1,230.00
ENTERPRISE PRINTING LLC	2,483.25
GO DIGITAL WITH DONNIA	1,057.05
KPS LLC	1,200.00
LANDSCAPE FORMS INC	12,398.64
WAL-MART COMMUNITY CARD	8.00
	-----
	18,954.77
	-----
TOTAL	18,954.77
** END OF REPORT - Generated by Bobbi Jo Lewis **	

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 070623CC TO 070623CC DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	
CAPITAL PROJECTS - AIRPORT	
BIRMINGHAM TIMES MEDIA GROUP L	444.40
MONTGOMERY ADVERTISER	420.42
	-----
	864.82
CAPITAL PROJECTS - PARKS/REC	
MUSCO SPORTS LIGHTING, LLC	450,000.00
NATIONAL FITNESS CAMPAIGN LP	150,000.00
	-----
	600,000.00
	-----
TOTAL	600,864.82
** END OF REPORT - Generated by Bobbi Jo Lewis **	

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CITY OF ENTERPRISE  
WARRANT PUBLICATION LIST

WARRANT RANGE: 070623FT TO 070623FT DATES: 10/01/22 TO 09/30/23

ORG

VENDOR NAME	AMOUNT
-----	
FIRE DEPT TOBACCO TAX	
NAFECO	2,867.81
	-----
	2,867.81
	-----
TOTAL	2,867.81

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## **CONTRACT BILLINGS REGISTER**

### **JULY 5, 2023**

1. **Whaley Construction Company, Inc. -**  
Application No. 6 - \$1,085,839.16 – Construction – Recreation & Aquatics Center
2. **Wiregrass Construction Company, Inc. -**  
Estimate No. 5 - \$24,245.44 – Construction – FY23 Resurfacing/Phase III (B)
3. **Poly, Inc. -**  
Invoice No. 19855 - \$1,912.65 – Engineering/Design – FY23 Resurfacing/Phase III (B)
4. **Barge Design Solutions, Inc. -**  
Invoice No. 211271 - \$162,835.00 – Design/Bid Services – Corporate Hangar
5. **KPS Group -**  
Invoice No. 14 - \$7,684.15 – Contract Planning Services – May 2023  
Invoice No. 4 - \$1,500.00 – Contract Services – Zoning Map

**TOTAL CONTRACT BILLINGS - \$1,284,016.40**

Item Id	Description	Contract Amount	Percent Complete	Total Billed	Previous Billed	Total This Invoice
1605	FEEDERS	207,992.00	40.00 %	83,196.80	24,959.04	58,237.76
1606	POWER BRANCH CIRCUITS	401,232.00	8.00 %	32,098.56	8,024.64	24,073.92
1607	LIGHTING BRANCH CIRCUITS	373,684.00	5.00 %	18,684.20		18,684.20
1608	MECHANICAL EQUIPMENT POWE	77,043.00	5.00 %	3,852.15		3,852.15
1609	TRIMOUT	15,839.00				
1610	FIRE ALARM AND AUXILLARY SY:	179,570.00	7.00 %	12,569.90	3,591.40	8,978.50
1611	GENERATOR ROUGH IN & INSTA	77,477.00	5.00 %	3,873.85		3,873.85
1612	LIGHTING	339,679.00				
1700	CONTINGENCIES AND ALLOWAN					
1701	UNFORSEEN	500,000.00				
Total		23,074,155.00	20.29 %	4,681,883.85	3,538,895.23	1,142,988.62

Accompanying Documentation:	GROSS AMOUNT DUE .....	\$4,681,883.85
	PLUS ADD-ONS .....	0.00
	PLUS TAX .....	0.00
	LESS RETAINAGE .....	234,094.29
	AMOUNT DUE TO DATE .....	4,447,789.56
	LESS PREVIOUS PAYMENTS .....	3,361,950.40
	AMOUNT DUE ALL APPLICATIONS .....	1,085,839.16
	AMOUNT DUE THIS APPLICATION .....	\$1,085,839.16

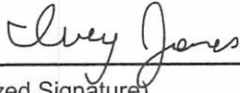
**CONTRACTOR'S Certification:**

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 06/29/23

**WHALEY CONSTRUCTION COMPANY, INC.**


CONTRACTOR

By   
(Authorized Signature)

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 06/29/23

ARCHITECT

By   
(Authorized Signature)







## 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 : 19855  
DATE: 06/26/23  
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 - 05/31/2023)

Resident Project Representative II:

345.50 hrs. (Reg.) x \$93.30/hr ..... \$32,235.15

80.50 hrs. (OT) x \$139.95/hr ..... \$11,265.98

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 \$198,760.18

Less Previous Payments \$196,847.53

Amount Due This Invoice \$1,912.65

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

THANK YOU FOR YOUR BUSINESS!



# INVOICE



2047 West Main Street, Suite 3 Dothan AL 36301(334) 793-6266

City of Enterprise  
501 S. Main Street  
Enterprise AL 36330

Attention: Mr. J. Barry Mott

Invoice Date : 6/9/2023

Project : 3167735

Invoice # : 211271

Invoice Grp : \*\*

Project Manager : COLE, MICHAEL J.

Project Name : Enterprise AP Corporate Hangar

For Professional Services Rendered through: 5/26/2023

Phase Code / Name	Phase Fee	Total Fee Earned	Pct. Comp	Previous Amount	Current Amount
<b>BASIC FEES</b>					
2050 -- Airport Project Development	6,367.00	6,367.00	100.00	0.00	6,367.00
3800 -- Survey/ Geomatics	3,198.00	3,198.00	100.00	0.00	3,198.00
6055 -- Airport Planning/Eng Final Design	141,477.00	141,477.00	100.00	0.00	141,477.00
7020 -- Bidding/Negotiation	5,514.00	5,514.00	100.00	0.00	5,514.00
9000 -- Geotechnical Report	6,279.00	6,279.00	100.00	0.00	6,279.00
<b>Current Basic Fees</b>		<b>162,835.00</b>			<b>162,835.00</b>
<b>Amount Due this Invoice</b>					<b>162,835.00</b>

**Invoice**

Client Code ENTCTY

June 6, 2023  
Project No: 228000-00  
Invoice No: 14

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

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

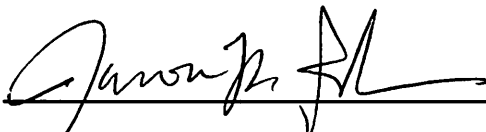
Project 228000-00 Enterprise Planning Services  
**For professional services rendered through May 31, 2023**

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	87.00	27,231.00	20,345.00	6,886.00
Subdivision Regulations	26,605.00	7.00	1,862.35	1,064.20	798.15
Total Fee	156,500.00		127,688.35	120,004.20	7,684.15
<b>Total Basic Services Fee</b>					<b>7,684.15</b>
<b>Total this Invoice</b>					<b>\$7,684.15</b>

**Outstanding Invoices**

Number	Date	Balance
13	5/10/2023	7,825.00
<b>Total</b>		<b>7,825.00</b>

Authorized By:

  
Jason Fondren

Date:

6/6/23

**Invoice**

Client Code ENTCTY

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

June 6, 2023

Project No: 228000-01

Invoice No: 4

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

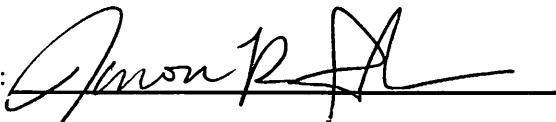
**For professional services rendered through May 31, 2023**

Basic Services	Fee	% Complete	Earned	Previous Fee Billing	Current Fee Billing
Zoning Map	5,000.00	80.00	4,000.00	2,500.00	1,500.00
Total Fee	5,000.00		4,000.00	2,500.00	1,500.00
Total Basic Services Fee					1,500.00
Total this Invoice					\$1,500.00

**Outstanding Invoices**

Number	Date	Balance
3	5/10/2023	250.00
Total		250.00

Authorized By:

  
Jason Fondren

Date:

6/6/23

**TRAVEL REQUESTS  
CITY COUNCIL MEETING  
JULY 5, 2023**

**Police Department**

Officer Kimberlee Barnes

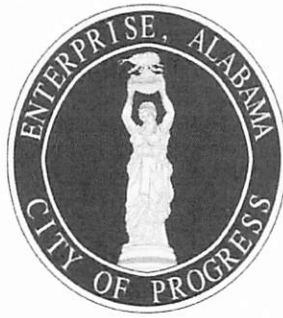
Genevieve Morris

Recruiting for Law Enforcement Course

Pensacola, Florida

July 12-14, 2023

Estimated Cost: \$1,603.60



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

**NAME OF EMPLOYEE:** Kimberlee Barnes and Genevieve Morris  
**TITLE OF EMPLOYEE:** Patrol Officer and Public Relations  
**DEPARTMENT:** Police Department  
**ANTICIPATED TRAVEL DATES:** July 12, 2023 - July 14, 2023  
**LOCATION OF TRAVEL:** Pensacola, Fl  
**SPECIFIC BUSINESS PURPOSE:** Training class (CEU)  
(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.)

Officer Barnes and Genevieve Morris will be attending Recruiting for Law Enforcement course. Sending these Recruiters will enhance the Enterprise Police Department ability to advertise their openings, generate interest in the job that is available and then to develop a more personalized contact with the potential employee to make them feel welcome and wanted at the agency. The course cost is \$425.00 per student. The Per Diem Rate will be \$50.00 a day per student. Hotel accommodations are 453.60 and will be at the Hilton Garden Inn 1144 Airport Boulevard, Pensacola, Fl 32504.

Course Cost: \$ 850.00 (Two employees)  
Per Diem: \$ 300.00 (Two employees)  
Hotel Cost \$ 453.60  
Total: \$ 1603.60

Employee Signature: [Signature]

Date: 6/13/2023

Dept. Head Signature: [Signature]

Date: 06/13/2023

## Beverly Sweeney

---

**From:** Mariah Montgomery <mainstreet@enterpriseal.gov>  
**Sent:** Wednesday, June 21, 2023 3:21 PM  
**To:** 'Beverly Sweeney'  
**Cc:** Michael Moore  
**Subject:** GNO - Street Closure Amendment  
**Attachments:** GNO Revised Street Closure.png; 2023 Street Closure Permit Application Forms - REVISED Girls Night Out (1).pdf

Good afternoon –

For the July 5<sup>th</sup> Council meeting – MSE & FOMS are requesting a slight change to the street closure for 09/30 that was approved in March.

We are seeking less space for the closure, but an increase in hours. Changes highlighted on the attached form. I have also included a graphic to show the proposed closed areas in red.

Thanks,

Mariah Montgomery | Main Street Executive Director

City of Enterprise | (p) (334) 347- 1211 ext. 3002 | (c) 334-406-1274(e) [Mainstreet@enterpriseal.gov](mailto:Mainstreet@enterpriseal.gov) | 116 South Main Street, Suite 304, Enterprise, AL 36330



**CITY OF ENTERPRISE**  
**APPLICATION FOR A PARADE/PUBLIC EVENT/ DEMONSTRATION PERMIT**

**DATE: 6/20/2023**

**NAME OF ORGANIZATION:** Main Street Enterprise – Mariah Montgomery **PHONE:** 334-406-1274  
Friends of Main Street - Wendy Grimes 334-806-7194

**PERSON/ORGANIZATION RESPONSIBLE:** Mariah Montgomery (Main Street Director) **PHONE:** 334-406-1274  
Wendy Grimes (FOMS President) 334-806-7194

**MAILING ADDRESS:** 501 S. Main Street, Enterprise, AL 36330

It is respectfully submitted that a public assembly permit be issued to the above-named person or organization. The following items of information are submitted:

**(1) The purpose of the public assembly is:** **Girls Night Out 2023**

This event serves as a fundraiser for Coffee County Family Services to provide resources to women in need. It is a signature ticketed annual charity event complete with a fun, festive environment featuring food, music and shopping.

**(2) Date of Assembly:** 09/30/2023

<b>(3) Hours:</b>	<b>Event Hours -</b>	<b>Begin: 2:00 PM</b>	<b>End: 9:00PM</b>
East College Street (Alleyway to Main)		Begin: 12:00 PM	End: 10:00PM
West College Street (Main to Alleyway)		Begin: 12:00 PM	End: 10:00PM

**Number of Persons:** 1000+

**Number of Animals:** 0

**Number of Floats:** 0

**Route of parade:** N/A

**If not a Parade, please describe function in detail (attach map if needed):**

No parade. Requesting full closure of East College Street and West College Street to accommodate the patrons' safety.

**Event Rain Date:** 10/07/2023

This requested permit is hereby ( ) Granted ( ) Denied

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

\_\_\_\_\_  
William E. Cooper Mayor  
Enterprise, Alabama

**Your permit must be submitted at least five (5) days before the event is to take place.**

**\*\*Please use a separate sheet of paper for further information.**







**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:

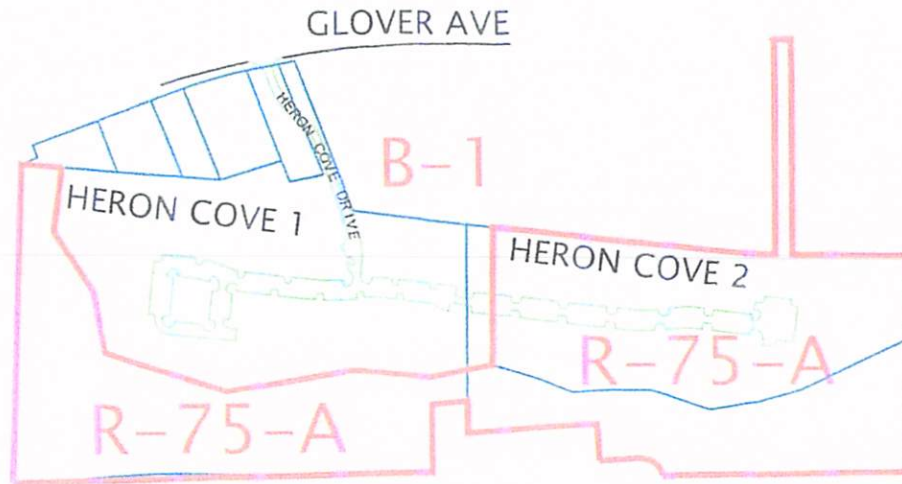
Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

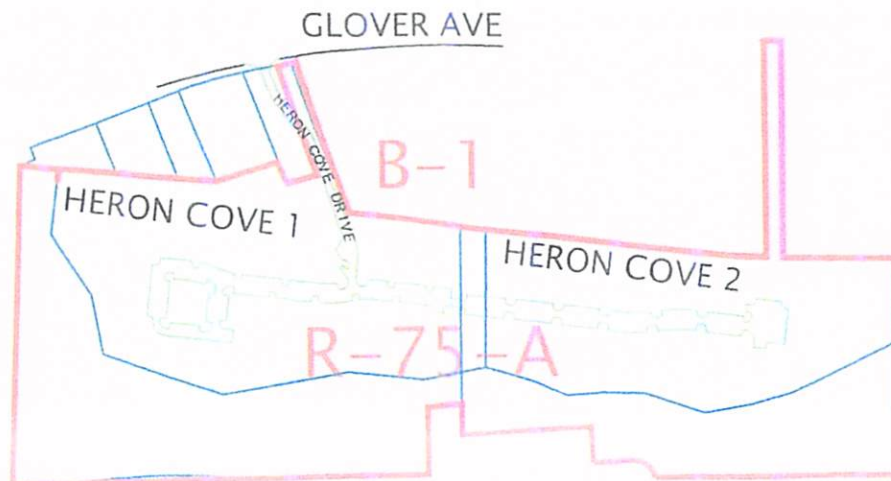
ATTEST:

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

## MAP A PRESENT ZONE



## MAP B PROPOSED REZONE





# 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 Multifamil

### 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: 

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

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

Receipt Number

Date of Receipt



## 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

**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

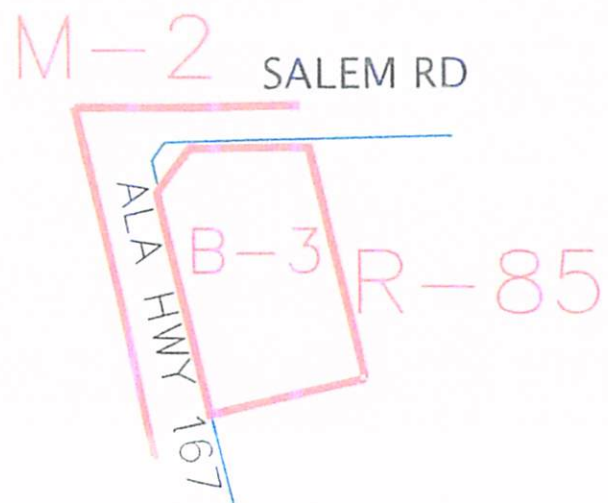
ATTEST:

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

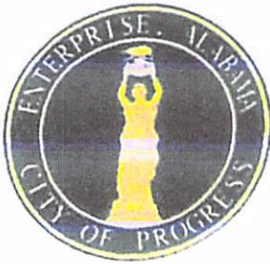
## MAP A PRESENT ZONE



## MAP B PROPOSED REZONE







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



## 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



# City of Enterprise

Department of Engineering Services & Public Works

501 S Main Street

Enterprise, Alabama 36330

Phone (334) 348-2671

Fax (334) 348-2672

June 28, 2023

Enterprise City Council Members  
City of Enterprise  
Enterprise, AL

Council Members:

The Enterprise Planning Commission held a public hearing on June 27, 2023, to consider and act upon the following request:

1. A request by Shane Smith, for the rezoning of .41 acres of land from B-2 (Business District) as shown on Map A, present, to R-65 (Residential District) as shown on Map B, proposed, located at 218 E. Lee St.

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

June 28, 2023

Enterprise City Council Members  
City of Enterprise  
Enterprise, AL

Council Members:

The Enterprise Planning Commission held a public hearing on June 27, 2023, to consider and act upon the following request:

A request by Northstar Engineering Services, Inc., on behalf of Pecan Grove Development, LLC, for the rezoning of 3.18 acres of land from R-65 (Residential District) as shown on Map A, present, to R-75-A (Residential District) as shown on Map B, proposed, located at the Southeast intersection of Dixie Drive and Cheyenne Drive.

The Planning Commission recommends that you approve this request.

Sincerely,

Barry Mott, PE  
Administrative Official



**ORDINANCE 07-05-23**

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

A PARCEL OF LAND LYING IN SECTION 16 TOWNSHIP 4 NORTH, RANGE 22 EAST, COFFEE COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CONCRETE MONUMENT MARKING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF GLOVER AVENUE (50' RIGHT OF WAY) AND THE SOUTHEAST RIGHT OF WAY LINE OF EAST LEE STREET (RIGHT OF WAY VARIES); THENCE ALONG THE SOUTHEAST RIGHT OF WAY LINE OF EAST LEE STREET S39°04'49"W, A DISTANCE OF 35.92 FEET TO A CAPPED REBAR #27725 AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE S39°04'49"W, A DISTANCE OF 125.77 FEET TO A CAPPED REBAR #063; THENCE DEPARTING SAID RIGHT OF WAY LINE ALONG THE CENTERLINE OF INDIAN CAMP CREEK S43°39'16"E, A DISTANCE OF 98.00 FEET TO A POINT; THENCE S81°27'21"E A DISTANCE OF 63.72 FEET TO A POINT; THENCE S86°25'57"E, A DISTANCE OF 73.99 FEET TO A POINT; THENCE DEPARTING SAID CENTERLINE OF INDIAN CAMP CREEK N34°26'20"W, A DISTANCE OF 221.30 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 0.41 ACRES MORE OR LESS.

Said property, set out in detail in the records of the Planning Commission and described by Map A (B-2, Business District) is amended and, shall be zoned and described by Map B (R-65, 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

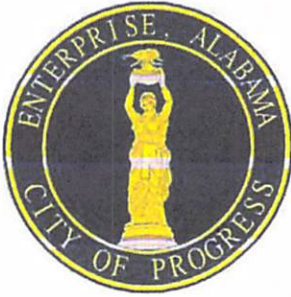
ACTION OF THE MAYOR:

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: SHANE SMITH CONTACT PERSON: SHANE SMITH

PROPERTY OWNER: SHANE SMITH ACREAGE OF PROPERTY: 0.41  
(If other than Applicant)

ADDRESS OR LOCATION OF PROPERTY: 218 E. LEE ST.  
(Address must be approved by the E-911 Coordinator)

PRESENT ZONING: B-2 BUSINESS / WAREHOUSE REQUESTED ZONING: R-65 RESIDENTIAL

### CONTACT INFORMATION:

MAILING ADDRESS: 304 WINDSOR WAY ENTERPRISE AL  
(if different from above) Street City/State/ZIP 36330

Telephone No(s): 970-989-3799

E-Mail: SHANE.EMBREE@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: SHANE SMITH OWNER SIGNATURE: [Signature]

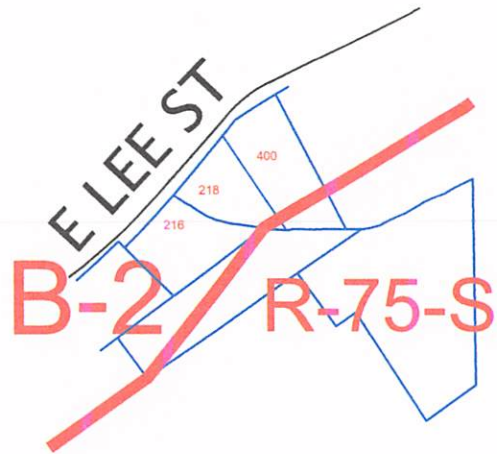
REPRESENTATIVE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

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

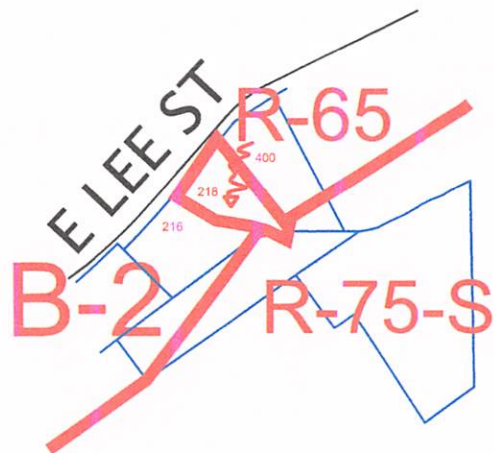
Receipt Number

Date of Receipt

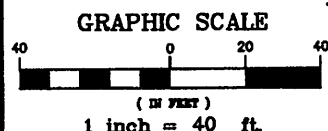
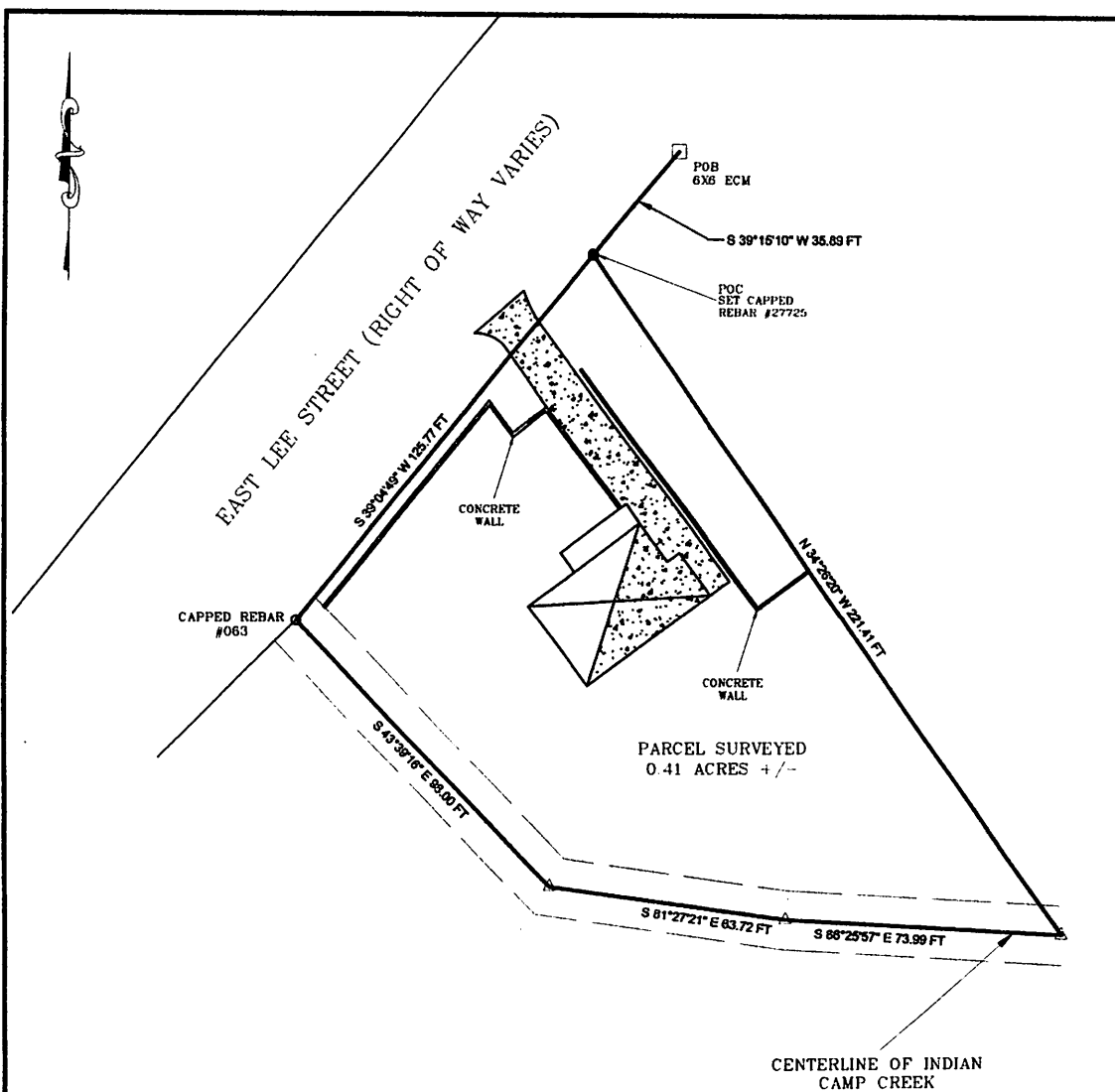
# MAP A PRESENT ZONE



# MAP B PROPOSED REZONE







#### LEGAL DESCRIPTION (AS SURVEYED AND WRITTEN):

A PARCEL OF LAND LYING IN SECTION 16 TOWNSHIP 4 NORTH, RANGE 22 EAST, COFFEE COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CONCRETE MONUMENT MARKING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF GLOVER AVENUE (50' RIGHT OF WAY) AND THE SOUTHEAST RIGHT OF WAY LINE OF EAST LEE STREET (RIGHT OF WAY VARIES); THENCE ALONG THE SOUTHEAST RIGHT OF WAY LINE OF EAST LEE STREET S39°04'49"W, A DISTANCE OF 35.92 FEET TO A CAPPED REBAR #27725 AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE S39°04'49"W, A DISTANCE OF 125.77 FEET TO A CAPPED REBAR #063; THENCE DEPARTING SAID RIGHT OF WAY LINE ALONG THE CENTERLINE OF INDIAN CAMP CREEK S43°39'16"E, A DISTANCE OF 98.00 FEET TO A POINT; THENCE S81°27'21"E A DISTANCE OF 63.72 FEET TO A POINT; THENCE S88°25'57"E, A DISTANCE OF 73.99 FEET TO A POINT; THENCE DEPARTING SAID CENTERLINE OF INDIAN CAMP CREEK N34°26'20"W, A DISTANCE OF 221.30 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 0.41 ACRES MORE OR LESS.

LEGEND:	
SEC = SECTION	' = MINUTES OR FEET
T = TOWNSHIP	" = SECONDS
N = NORTH	± = MORE OR LESS
E = EAST	● SET CAPPED REBAR-27725 (SCR)
S = SOUTH	○ EXISTING REBAR/PIPE (EIP)
W = WEST	□ EXISTING CONCRETE MONUMENT (ECM)
POB = POINT OF COMMENCEMENT	△ CALCULATED POINT
POB = POINT OF BEGINNING	
R = RANGE	
* = DEGREES	

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

*[Signature]* 5/26/2021  
DNTSE E. HOLLOWAY AL. LICENSE # 27725



#### SURVEYOR'S NOTES:

- 1.) THERE WAS NO REQUEST FOR NOR ATTEMPT MADE TO LOCATE ANY IMPROVEMENTS ON SAID PROPERTY, EXCEPT AS SHOWN.
- 2.) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH. THE SURVEY WAS PERFORMED BASED SOLELY ON THE INFORMATION FURNISHED BY THE CLIENT.
- 3.) BEARINGS SHOWN HEREON ARE BASED ON ALABAMA STATE PLANE COORDINATES (NAD83).
- 4.) THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY WHERE THE PROPERTY IS LOCATED.
- 5.) LIABILITY TO THE SURVEYOR SHALL NOT EXCEED THE COST OF THIS SURVEY.

SURVEY TITLE	BOUNDARY
PROJECT #	21-119
DRAWN BY	LH
CHECKED BY	SLH
DATE	5/26/21-REV 5/26/21
FILE WORK DATE	5/22/21
SCALE	AS SHOWN

**LANCE E. HOLLOWAY, PLS**  
LAND SURVEYOR - #27725  
360 COUNTY ROAD 523  
NEW BROCKTON, AL 36351  
(334) 806-5051

PROJECT:  
**BOUNDARY SURVEY**  
SLADE STINNETT  
ENTERPRISE, AL 36330  
SEC16,T4N,R22E, COFFEE COUNTY, AL

**LEGAL DESCRIPTION (AS SURVEYED AND WRITTEN):**

**A PARCEL OF LAND LYING IN SECTION 16 TOWNSHIP 4 NORTH, RANGE 22 EAST, COFFEE COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CONCRETE MONUMENT MARKING THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF GLOVER AVENUE (50' RIGHT OF WAY) AND THE SOUTHEAST RIGHT OF WAY LINE OF EAST LEE STREET (RIGHT OF WAY VARIES); THENCE ALONG THE SOUTHEAST RIGHT OF WAY LINE OF EAST LEE STREET S39°04'49"W, A DISTANCE OF 35.89 FEET TO A CAPPED REBAR #27725 AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE S39°04'49"W, A DISTANCE OF 125.77 FEET TO A CAPPED REBAR #063; THENCE DEPARTING SAID RIGHT OF WAY LINE ALONG THE CENTERLINE OF INDIAN CAMP CREEK S43°39'16"E, A DISTANCE OF 98.00 FEET TO A POINT; THENCE S81°27'21"E A DISTANCE OF 63.72 FEET TO A POINT; THENCE S86°25'57"E, A DISTANCE OF 73.99 FEET TO A POINT; THENCE DEPARTING SAID CENTERLINE OF INDIAN CAMP CREEK N34°26'20"W, A DISTANCE OF 221.41 FEET TO THE POINT OF BEGINNING.**

**SAID PARCEL OF LAND CONTAINS 0.41 ACRES MORE OR LESS.**

ORDINANCE 07-05-23-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 Pecan Grove Development, LLC being located in the City of Enterprise, Coffee County, Alabama and being further described as follows:

BEGINNING at the Northwest corner of Forest Park Apartments Phase I Subdivision as found recorded in the Office of the Judge of Probate of Coffee County, Alabama, in Plat Book 3, Page 79 as marked by an existing iron pin (EIP) (28257) and being on the East right of way (R/W) of Dixie Drive (R/W Varies); thence along said East R/W bearing N02°09'16" W a distance of 300.00 FT to the intersection of said East R/W with the South R/W of Cheyenne Drive as marked by an EIP (1/2" Pipe); thence along said South R/W bearing N87°39'31" E a distance of 150.03 FT to the Southeast corner of said Cheyenne Drive as marked by an EIP (1/2" Rebar, Illegible); thence depart said Cheyenne Drive bearing N87°54'37" E a distance of 48.60 FT to an EIP (1/2" Rebar, Illegible); thence N87°55'46" E a distance of 296.84 FT to an EIP (1/2" Rebar, Illegible); thence S02°08'47" E a distance of 29.26 FT to an EIP (1/2" Rebar, 0431); thence S02°31'26" E a distance of 61.29 FT to a "X" in concrete; thence S87°38'45" W a distance of 47.96 FT to an EIP (1/2" Rebar, 0431); thence S to an 02°31'04" E a distance of 207.09 FT to the North line of Forest Park Apartments Phase II subdivision as found recorded in said Office in Plat Book 3, Page 86 as marked by an EIP (5/8" Pipe); thence along said North line of Forest Park Apartments Phase Subdivision and the extension thereof bearing S 87°35'55" W a distance of 449.21 FT to the POINT OF BEGINNING. Said parcel being located in the City of Enterprise, Coffee County, Alabama, in the Northeast 1/4 of the Northeast 1/4 of Section 15, Township 4 North, Range 22 East and containing 3.18 acres, more or less.

Said property, set out in detail in the records of the Planning Commission and described by Map A (R-65, Residential District) is amended and, 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

REZONING APPLICATION and ACKNOWLEDGEMENT  
Enterprise Planning Commission  
P.O. Box 311000  
Enterprise, AL 36331  
Phone (334) 348-2671  
Fax (334) 348-2672



(PLEASE PRINT OR TYPE ON THE APPLICATION)

APPLICANT NAME: Pecan Grove Development, LLC  
CONTACT PERSON (If other than Applicant) Lee Brown, Northstar Engineering Services

PROPERTY OWNER (If other than Applicant) \_\_\_\_\_

ADDRESS OR LOCATION OF PROPERTY: SE Intersection of Dixie Dr & Cheyenne Dr.  
(Address must be approved by the E-911 Coordinator)

ACREAGE OF PROPERTY 3.18 +/-

PRESENT ZONING R65 REQUESTED ZONING R75-A

CONTACT INFORMATION

Mailing Address E. Lee Brown, Northstar Engineering Services, Inc.  
2431 Hartford Hwy  
Dothan, AL 36305

Telephone No(s) (334) 673-9895 ( )

Fax No. (334) 673-1846

E-Mail lbrown@northstarengineering.com

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

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

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

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

PRINTED NAME: Charles Hallbert

OWNER SIGNATURE: \_\_\_\_\_

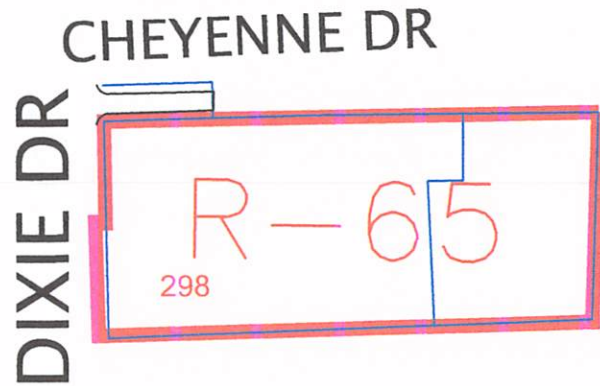
REPRESENTATIVE: \_\_\_\_\_

DEADLINE FOR PUBLIC NOTICE SIGN: 06-12-23 (Consult Planning Department)

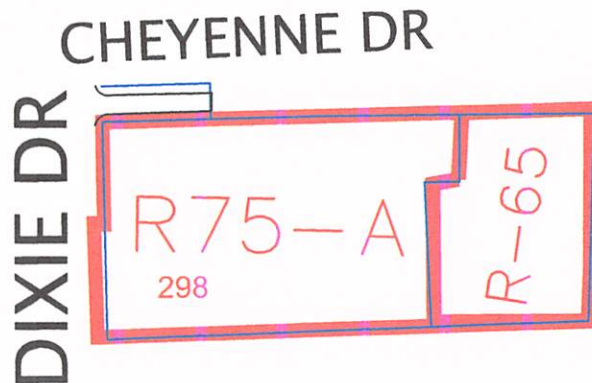
Receipt Number

Date of Receipt

# MAP A PRESENT ZONE



# MAP B PROPOSED REZONE





# A REZONING REQUEST FOR PECAN GROVE DEVELOPMENT LLC

LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4  
OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 22 EAST,  
AND CONTAINING 3.18± ACRES.

CURRENT ZONING: R-65  
PROPOSED ZONING: R-75-A

MAY 24, 2023

OWNER  
PECAN GROVE DEVELOPMENT LLC  
6344 HIGHWAY 27 SOUTH  
ENTERPRISE, AL 36530

## CURRENT ZONING R-65

MINIMUM LOT AREA (ONE FAMILY): 2,000 SQ. FT.  
MINIMUM LOT AREA (PER ADDITIONAL FAMILY): 1,000 SQ. FT.  
MINIMUM LOT WIDTH AT BUILDING LINE: 35 FT.  
MINIMUM LOT WIDTH AT BUILDING LINE (CORNER LOTS): 50 FT.  
MINIMUM DEPTH OF FRONT YARD: 35 FT.  
MINIMUM DEPTH OF REAR YARD: 25 FT.  
MINIMUM DEPTH OF SIDE YARD: 5 FT.  
MINIMUM WIDTH OF SIDE YARD (ADJACENT TO A STREET): 25 FT.  
MINIMUM DISTANCE BETWEEN BUILDINGS: 10 FT.  
MAXIMUM BUILDING AREA (PERCENTAGE) OF GROSS LOT AREA: 40 PERCENT  
MAXIMUM BUILDING HEIGHT: 35 FT / 3 STORIES

## PROPOSED ZONING R-75-A

MINIMUM LOT AREA (ONE FAMILY): 2,200 SQ. FT.  
MINIMUM LOT AREA (PER ADDITIONAL FAMILY): 1,100 SQ. FT.  
MINIMUM LOT WIDTH AT BUILDING LINE: 35 FT.  
MINIMUM LOT WIDTH AT BUILDING LINE (CORNER LOTS): 50 FT.  
MINIMUM DEPTH OF FRONT YARD: 35 FT.  
MINIMUM DEPTH OF REAR YARD: 25 FT.  
MINIMUM DEPTH OF SIDE YARD: 5 FT.  
MINIMUM WIDTH OF SIDE YARD (ADJACENT TO A STREET): 25 FT.  
MINIMUM DISTANCE BETWEEN BUILDINGS: 10 FT.  
MAXIMUM BUILDING AREA (PERCENTAGE) OF GROSS LOT AREA: 40 PERCENT  
MAXIMUM BUILDING HEIGHT: 35 FT / 3 STORIES

## PROJECT LOCATION



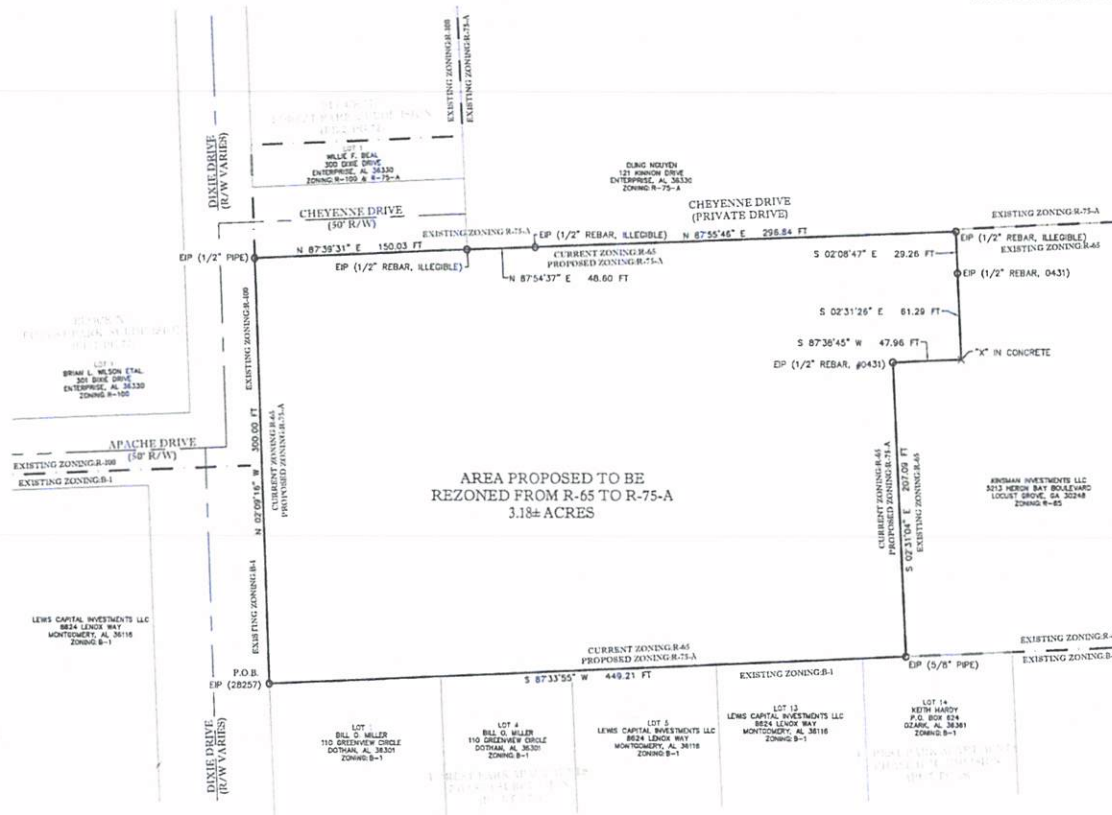
VICINITY MAP  
NOT TO SCALE

NOTE:  
THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE X "UNSHADED", DETERMINED TO BE  
OUTSIDE 0.2% ANNUAL CHANCE FLOOD PLAIN, AS PER FLOOD INSURANCE RATE MAP (FIRM),  
COMMUNITY-PANEL NUMBER 279 OF 400, MAP NUMBER 0103102790 DATED MAY 2, 2016.  
FLOOD INFORMATION SHOWN WAS PLACED BY GRAPHICAL PLOTTING AND SCALING ONLY.

## LEGAL DESCRIPTION

A lot or parcel of land being located in the City of Enterprise, Coffee County, Alabama, and being more particularly described as follows:

BEGINNING at the Northwest corner of Forest Park Apartments Phase I Subdivision as found recorded in the Office of the Judge of Probate of Coffee County, Alabama, in Plat Book 3, Page 79 as marked by an existing iron pin (EP) (28257) and being on the East right of way (R/W) of Dixie Drive (R/W Varies); thence along said East R/W bearing N 02°00'16" W a distance of 300.00 FT to the intersection of said East R/W with the South R/W of Cheyenne Drive as marked by an EP (1/2" REBAR, #431); thence along said South R/W bearing N 87°30'31" E a distance of 150.03 FT to the Southeast corner of said Cheyenne Drive as marked by an EP (1/2" REBAR, #431); thence depart said Cheyenne Drive bearing N 87°54'37" E a distance of 48.60 FT to an EP (1/2" REBAR, #431); thence N 87°55'45" E a distance of 29.26 FT to an EP (1/2" REBAR, #431); thence S 02°08'47" E a distance of 29.26 FT to an EP (1/2" REBAR, #431); thence S 02°31'26" E a distance of 61.29 FT to a "X" in concrete; thence S 87°36'45" W a distance of 47.96 FT to an EP (1/2" REBAR, #431); thence S 02°31'04" E a distance of 207.09 FT to the North line of Forest Park Apartments Phase I Subdivision as found recorded in said Office in Plat Book 3, Page 86 as marked by an EP (5/8" PIPE); thence along said North line of Forest Park Apartments Phase I Subdivision and the extension thereof bearing S 87°35'55" W a distance of 449.21 FT to the POINT OF BEGINNING. Said parcel being located in the City of Enterprise, Coffee County, Alabama, in the Northeast 1/4 of the Northeast 1/4 of Section 15, Township 4 North, Range 22 East and containing 3.18 acres, more or less.



LEGEND  
— FORTY LINE  
— ZONING LINE  
— PROPERTY LINE  
— CENTERLINE OF ROAD

ABBREVIATIONS  
CH---CHORD BEARING  
CL---CHORD DISTANCE  
E---EAST  
FT---FEET  
N---NORTH  
P.O.B.---POINT OF BEGINNING  
R---RANGE/RADIUS  
R/W---RIGHT OF WAY  
S---SOUTH  
T---TOWNSHIP  
W---WEST  
---DEGREES  
---MINUTES, FEET  
---SECONDS, INCHES  
Δ---DELTA ANGLE

GRID NORTH BASED ON THE ALABAMA STATE  
PLANE COORDINATE SYSTEM, EAST ZONE

PROJECT No.  
0054-23  
DATE: MAY, 2023  
SCALE: N.T.S.

DRAWN BY:  
C. TYO

APPROVED BY:  
S. STRICKLAND

REVISIONS:

A REZONING REQUEST FOR  
PECAN GROVE DEVELOPMENT LLC  
CITY OF ENTERPRISE  
COFFEE COUNTY, ALABAMA

**NORTHSTAR**  
ENGINEERING SERVICES  
(205) 672-3995 (205) 672-3146  
3411 Highway 27 South, Enterprise, AL 36530  
www.northstar-engineering.com

AL CERT. OF AUTH.  
CA-18996, CA-08213  
FL CERT. OF AUTH.  
26312-E, 7858-S  
GA CERT. OF AUTH.  
000129, LSS00156  
MS CERT. OF AUTH.  
E-0000143

**LEGAL DESCRIPTION:**

A lot or parcel of land being located in the City of Enterprise, Coffee County, Alabama, and being more particularly described as follows:

**BEGINNING** at the Northwest corner of Forest Park Apartments Phase I Subdivision as found recorded in the Office of the Judge of Probate of Coffee County, Alabama, in Plat Book 3, Page 79 as marked by an existing iron pin (EIP) (28257) and being on the East right of way (R/W) of Dixie Drive (R/W Varies); thence along said East R/W bearing N02°09'16" W a distance of 300.00 FT to the intersection of said East R/W with the South R/W of Cheyenne Drive as marked by an EIP (1/2" Pipe); thence along said South R/W bearing N87°39'31" E a distance of 150.03 FT to the Southeast corner of said Cheyenne Drive as marked by an EIP (1/2" Rebar, Illegible); thence depart said Cheyenne Drive bearing N87°54'37" E a distance of 48.60 FT to an EIP (1/2" Rebar, Illegible); thence N87°55'46" E a distance of 296.84 FT to an EIP (1/2" Rebar, Illegible); thence S02°08'47" E a distance of 29.26 FT to an EIP (1/2" Rebar, 0431); thence S02°31'26" E a distance of 61.29 FT to a "X" in concrete; thence S87°38'45" W a distance of 47.96 FT to an EIP (1/2" Rebar, 0431); thence S to an 02°31'04" E a distance of 207.09 FT to the North line of Forest Park Apartments Phase II subdivision as found recorded in said Office in Plat Book 3, Page 86 as marked by an EIP (5/8" Pipe); thence along said North line of Forest Park Apartments Phase Subdivision and the extension thereof bearing S 87°35'55" W a distance of 449.21 FT to the POINT OF BEGINNING. Said parcel being located in the City of Enterprise, Coffee County, Alabama, in the Northeast 1/4 of the Northeast 1/4 of Section 15, Township 4 North, Range 22 East and containing 3.18 acres, more or less.



**RESOLUTION 07-05-23**

**APPROVING GRANTING OF FUNDS TO PUBLIC BUILDING AUTHORITY  
AND TO APPROVE AND AUTHORIZE AGREEMENT AND LEASE  
WITH PUBLIC BUILDING AUTHORITY**

Whereas, the City Council has become aware that substantial renovations and repairs are needed to be performed in, at and on City Hall;

Whereas, the Public Building Authority of the City of Enterprise has agreed to contract with one or more contractors for said renovations and repairs to be performed but with no funds of its own, requires a grant of up to \$7,800,000.00 to cause the work to be completed.

Whereas, the City Council finds it in the public interest and welfare to assist in causing the aforesaid repairs and renovations to be performed;

Now, therefore, let it be resolved as follows:

1. The City Council approves the grant of up to \$7,800,000.00 to the Public Building Authority of the City of Enterprise to cause repairs and renovations to be performed according to the plans and specifications procured by City Engineer Barry Mott; and,
2. The City Council authorizes the Mayor to execute the attached agreement and lease with the Public Building Authority of the City of Enterprise and the terms of said agreement and lease are approved by the Council.
3. This Resolution shall become effective upon passage.

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

**AGREEMENT BETWEEN THE PUBLIC BUILDING AUTHORITY OF  
THE CITY OF ENTERPRISE AND THE CITY OF ENTERPRISE**

This Agreement entered into this \_\_\_\_\_ day of July, 2023, between The Public Building Authority of the City of Enterprise ("Authority") and the City of Enterprise, Alabama ("City") related to the building and improvements located at 501 S. Main Street, Enterprise, Alabama, said building and improvements collectively referred to herein as "City Hall."

Whereas, the Authority holds title to City Hall and City Hall requires extensive renovations;

Whereas, the Authority is willing to contract with one or more contractors to perform said renovations in exchange for a lease agreement and a grant of funds to cover the cost of said renovations and related work and services (all collectively referred to herein as the "renovation work");

Whereas, the Authority is willing to enter into a lease agreement to the City and the City is willing to enter into a lease agreement and make a grant of funds to the Authority for the renovation work;

Now, therefore, the Authority and the City agree, for mutual consideration each to the other, as follows:

1. The City shall grant to the Authority the total sum of \$ \_\_\_\_\_ for the renovation work related to City Hall. Said grant of funds shall be provided according to a draw schedule agreed upon by and between the Mayor of the City and the Chairman of the Authority.

2. A lease agreement in the substantially the form attached hereto shall be entered between the Authority and the City.

3. The Authority has advised the City that it has no staff to assist in the coordination and support of the renovation work and, therefore, the City Council will allow City staff, including its Engineer and CFO and any other staff deemed necessary by the Mayor, to provide support and coordination assistance to the Authority related to the renovation work for the purpose of ensuring the plans and specifications of the renovation work are met and completed and to assist in the processing of payments related to the renovation work project. By providing the authority and support personnel in this paragraph, the City does in no way intend to control the means and methods of the contractors who perform the work and does not intend to, and does not, reserve the right to control or supervise such means and methods of the said work. Instead, City personnel are intended to assist to ensure the contractor completes the renovation work is completed according to the plans and specifications for said work.

4. This Agreement is only intended to inure to the benefit of and bind the City and

Authority and no other person or entity is intended to be a third party beneficiary as to its terms.

5. This Agreement shall deemed effective on the date stated above.

The Public Building Authority of the  
City of Enterprise

City of Enterprise, Alabama

By: \_\_\_\_\_  
Robbin Thompson, its Chairman

By: \_\_\_\_\_  
William E. Cooper, Mayor

---

**LEASE AGREEMENT**

**THE PUBLIC BUILDING AUTHORITY OF THE CITY**

**OF ENTERPRISE**

**“Landlord”**

**and**

**CITY OF ENTERPRISE, ALABAMA**

**“Tenant”**

**Dated July \_\_, 2023**

---

## **LEASE AGREEMENT**

THIS LEASE (as renewed, extended, modified or amended, the "Lease"), made this \_\_\_\_\_ day of July, 2023, by and between The Public Building Authority of the City of Enterprise (the "Landlord"), and the City of Enterprise, Alabama (the "Tenant").

### **Introduction**

WHEREAS: Landlord is desirous of leasing the Premises described herein to Tenant; and

WHEREAS: Tenant is desirous of leasing the Premises described herein from Landlord;

NOW THEREFORE, in consideration of the rentals and the mutual promises herein contained, intending to be legally bound, the undersigned agree to the following:

1.     Premises

Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, provided for and covenanted to be paid, kept and performed by Tenant, leases and rents unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described real property and improvements thereon (hereinafter called the "Premises"), to wit: a parcel of land and improvements commonly known as City Hall and all improvements, parking areas, and common areas related thereto, located at 501 S. Main Street, Enterprise, Alabama 36330.

2.     Term; Renewal Terms

The Tenant shall have and hold the Premises under this triple net lease for an initial Term beginning on July 15, 2023 ("Commencement Date") and ending on September 30, 2023 at 11:59 pm, after which the Lease term shall revert into a Term of One (1) year beginning on October 1, 2023 at midnight, and ending on the one year anniversary thereafter at 11:59 pm. Thereafter, and however, this Lease shall renew each year for One (1) year terms from October 1 to September 30 each year, unless sooner terminated or extended as hereinafter provided. Unless the City Council of the City of Enterprise gives Landlord notice that it does not intend to renew this Lease for any one year renewal term prior to its renewal, this lease shall renew automatically for successive One (1) year terms and shall not require any action of said City Council of the City or the governing body of the Authority to cause such renewals.

3.     Rental

For all Terms applicable and provided for above, Tenant agrees to pay Landlord at the address provided herein without demand, deduction or set off except as expressly set forth herein, annual rent of \$1.00 to be due and payable on the first day of the fiscal year and out of the City's revenues for said applicable fiscal year. However, notwithstanding the preceding sentence, Landlord deems all rental due under this Lease for any such Terms provided for above as paid, as it is noted that Tenant is providing funding to Landlord for substantial renovations for the

Premises and Landlord acknowledges such funding as additional consideration for granting this lease and its terms and renewal terms.

#### 4. Taxes

As additional rent, Tenant is responsible for and shall pay to Landlord all ad valorem taxes, special assessments and any other governmental charges, if any, on the Premises for each tax year or portion thereof during the term, including all levies, taxes (including real estate taxes, sales taxes and gross receipt taxes), assessments, liens, license and permit fees, together with the reasonable cost of contesting any of the foregoing (in the event that Landlord is the party contesting any of the foregoing), imposed by any authority or under any law, or pursuant to any recorded covenants or agreements, upon or with respect to the Premises, or any improvements thereto, or directly upon this Lease or the rent or upon amounts payable by any subtenants or other occupants of the Premises, or against Landlord because of Landlord's estate or interest in the Premises.

Upon written notice of any tax bill or special assessment by the Landlord to Tenant, Tenant shall promptly pay Landlord the amount of the taxes or assessments within thirty (30) days of the receipt of said notice and Landlord shall remit payment in full of such taxes to the applicable authority. At Tenant's election, by written notice to Landlord, Tenant shall have the right to make tax payments directly to the taxing authority, with a copy to Landlord.

Tenant shall have the right, at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Tenant is wholly or partly responsible for payment, provided that Tenant shall first pay the full amount of taxes and assessments billed or post such security as Landlord may reasonably require to protect the Premises against loss or forfeiture. Landlord shall reasonably cooperate with Tenant at Tenant's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. Upon termination of any appeal or challenge, Tenant will pay the full amount of taxes and assessments as finally determined, the payment of which may have been deferred during the proceedings, together with any costs, fees, interest, penalties or other related liabilities. In the event that as a result of any appeal or challenge by Tenant or otherwise, there is a reduction, credit or repayment received by Landlord for any taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment. In the event that Tenant does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, Landlord will pursue such dispute at Tenant's sole cost and expense upon written request of Tenant, provided, however, that Landlord will not be subjected to any liability for the payment of any costs, expenses or penalties in connection with any contest or proceedings, and Tenant will indemnify, defend and hold harmless Landlord from and against any costs, expenses and liabilities in connection therewith.

Tenant shall pay before delinquency all taxes levied or assessed upon, measured by, or arising from: (a) the conduct of Tenant's business; (b) Tenant's leasehold estate; or (c) Tenant's property. Additionally, Tenant shall pay to Landlord all sales, use, transaction privilege, or other excise tax that may at any time be levied or imposed upon, or measured by, any rent or other amount payable by Tenant or any other occupant of the Premises under this Lease.

5. Insurance

(A) Tenant is responsible for and shall pay for the casualty insurance on the Premises in amounts sufficient to cover the replacement cost of said Premises, and Tenant shall keep and maintain a public liability insurance policy in limits sufficient and customary of Tenant's current liability insurance, as may be amended from time to time, and be solely responsible for insuring Tenant's personal and business property and for paying any taxes or governmental assessments levied thereon, if any. Such casualty and liability insurance shall name Landlord as additional insured and list Landlord as a loss payee on said casualty insurance.

(B) For avoidance of doubt, Tenant is responsible for and shall pay for the following insurance on the Premises: fire and extended casualty coverage insurance on the Premises and other improvements in an amount not less than the current levels of coverage written on the property at the time of the execution of the lease, subject to increase, if necessary, in order for such insurance to remain in an amount sufficient to provide for the full replacement value thereof, exclusive of excavation costs, foundations and footings. Tenant shall cause Landlord to be named as additional insured and loss payee on said policy and provide a certificate of insurance each year establishing such insurance is in full force and effect with Landlord named as said additional insured and loss payee.

6. Utility Bills

Tenant shall pay for all utilities consumed by Tenant during the term of the Lease and any renewals thereof.

7. Repairs and Maintenance by Tenant

Tenant shall, throughout the term of this Lease, at its sole expense, maintain in good order and repair the Premises, including, but not limited to, the heating and air conditioning equipment, plumbing and electrical systems, roof and other improvements located thereon, and any alterations or improvements made by Tenant.

As a part of routine maintenance, Tenant shall be responsible for maintaining the interior of the Premises by cleaning, floor maintenance, and painting, among other services in order to maintain the facility in good condition and repair, ordinary wear and tear.

8. No Repairs by Landlord; Repairs and Maintenance All Being Tenant's Obligations

Tenant accepts the Premises in its AS-IS condition and Landlord in no way warrants, express or implied, the condition of the same. Tenant shall be solely responsible for, and shall make all repairs in, on and to the Premises at Tenant's own expense, including repairs or improvements related to any non-compliance of the Premises with any laws, codes or ordinances, including without limitation the Americans With Disabilities Act of 1990 as amended. All personal and business property for the Premises shall be furnished by Tenant. For avoidance of doubt, all repairs and improvements which are required to be performed shall be the responsibility of Tenant and not Landlord.

9. Indemnity by Tenant

Tenant agrees to and hereby does indemnify and shall defend and save Landlord harmless against all claims for damages and/or personal injuries including death, to persons or property by reason of or arising from Tenant's use or occupancy of the Premises, and all expenses incurred by Landlord because thereof, including reasonable attorney's fees and court costs.

10. Alterations to Premises

Tenant shall be allowed to make any structural and other alterations, additions, or improvements to the Premises without Landlord's prior written consent as long as said alterations, additions or improvements are made in a good and workmanlike manner and in conformity with all applicable laws and regulations.

Tenant promptly shall pay for any labor, services, materials, supplies or equipment furnished to Tenant in or about the Premises. Tenant shall keep the Premises free from any liens arising out of any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to Tenant. Tenant shall take all steps permitted by law in order to avoid the imposition of any such lien. Should any such lien or notice of such lien be filed against the Premises, Tenant shall be responsible for discharging the same.

11. Fixtures

Tenant may at any time prior to or upon the expiration of this Lease, or any extension or renewal thereof, remove all fixtures, equipment, and other furnishings and personal property which it has acquired or otherwise placed in or about the Premises, provided Tenant repairs all damage to the Premises caused by such removal. All such fixtures, equipment and other furnishings and personal property of Tenant shall remain the property of Tenant. It is understood that all building electrical wiring and electrical components stay with the building and are not considered fixtures, equipment, other furnishings or personal property of Tenant.

12. Assignment and Subletting

Tenant shall be allowed, without the prior written consent of Landlord, to sublet the Premises or any part thereof, to a public corporation or other entity which it has caused to be incorporated or formed or which it appoints the members of, such as, for example only, the Water Works Board of the City of Enterprise. However, any such subletting shall not release Tenant from its covenants and obligations stated in this Lease, including, but not limited to, as to the portion of the Premises subletted.

13. Events of Default

The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (a) Tenant fails to keep the covenants required of Tenant under this Lease; (b) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease; or (c) Tenant files, either voluntary or involuntarily, for bankruptcy or is adjudicated bankrupt.



14. Remedies upon Default.

If an Event of Default has occurred, Landlord may terminate this lease, provided it gives Tenant a 60 day advance notice to cure any default (unless the nature of the default is such that no advance notice would be practical), and/or may pursue all rights and remedies at law or in equity.

No waiver by Landlord of any breach by Tenant shall be a waiver of any subsequent breach, nor shall any forbearance by Landlord to seek a remedy for any breach by Tenant be a waiver by Landlord of any rights and remedies with respect to such or any subsequent breach.

15. Landlord's Entry of Premises

Landlord may enter the Premises at reasonable hours for any reasonable purpose as determined by Landlord.

16. Holding Over

If Tenant remains in possession of the Premises after expiration of the term hereof, or any renewal term, with Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant at will and there shall be no renewal of this Lease by operation of law.

17. Rights Cumulative

All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative and not restrictive of those given by law.

18. Waiver of Rights

No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

19. Environmental Law Compliance

Tenant shall comply and shall require that any of their respective licensees and invitees comply with the following covenants, as applicable:

(A) Tenant agrees to operate the Premises and its business in compliance in all material respects with any applicable Environmental Laws (as defined in this section). As used herein, the term "Environmental Laws" shall mean any federal, state, territorial, provincial or local law, common law doctrine, rule, order, decree, judgment, injunction, license, permit or regulation relating to environmental matters, including those pertaining to land use, air, soil, service water, ground water, public or employee health or safety or any other environmental matter, together with any other laws relating to emissions, discharges, releases or threatened releases of any pollutant or contaminant, including, without limitation, medical, chemical, biological, biohazardous or radioactive waste and materials or otherwise relating to the

manufacturer, processing, distribution, use, achievement, storage, disposal, transportation, discharge or handling of any contaminant.

(B) Tenant covenants that it will (1) comply in all material respects with all applicable requirements of any constituted public authority and all applicable federal, state, and local codes, statutes, ordinances, rules and regulations, and laws, whether now in force or hereafter adopted relating to the storage, use, disposal, processing, distribution, shipping or sales of any hazardous, flammable, toxic, or dangerous materials, waste or substance, the presence of which is regulated by a federal, state, or local law, ruling, rule or regulation (hereafter collectively referred to as "Hazardous Materials"); (2) comply in all material respects with any reasonable recommendations by the insurance carrier of either Landlord or Tenant relating to the use by Tenant on the Premises of such Hazardous Materials; (3) refrain from unlawfully disposing of or allowing the disposal of any Hazardous Materials upon, within, about or under the Premises; and (4) remove all Hazardous Materials from the Premises, either after their use by Tenant or Landlord (as applicable) or upon the expiration or earlier termination of this Lease, in compliance with all applicable laws.

(C) Tenant hereby indemnifies and holds harmless Landlord, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including reasonable attorney's fees and costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, from time to time, and regulations promulgated thereunder, any so-called state or local "Superfund" or "Superlien" law, or any other federal, state or local statute, law or ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Materials) paid, incurred or suffered by, or asserted against, Landlord as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Materials caused by Tenant or Tenant's agents, employees, invitees or successors in interest. This indemnity shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the Premises if such Hazardous Materials were stored on the Premises by Tenant, its agents, employees, invitees or successors in interest.

## 20. Notices

All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid, or by recognized overnight carrier. Notices to Landlord shall be delivered or sent to the address shown below beneath its signature. Notices to Tenant shall be sent to the address shown below beneath its signature.

All notices shall be effective upon delivery. Any party may change, its notice address upon written notice to the other parties, given as provided herein.

## 21. Counterparts.

This Lease may be executed in any number of counterparts, each of which, when executed and delivered, being an original, and such counterparts together constituting one and the same instrument.

22. Governing Law and Venue.

This Lease shall be governed by the laws of the State in which the Premises are located, without reference to any choice-of-law or conflicts-of-law rules. Venue of any court proceedings shall be exclusively in the state courts of the Enterprise Division of Coffee County, Alabama.

23. Covenants of the Parties and Severability.

Each covenant, agreement, obligation, term, condition or other provision contained in this Lease shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Lease unless otherwise expressly provided. All of the terms and conditions set forth in this Lease shall apply throughout the Term unless otherwise expressly set forth herein.

If any provisions of this Lease shall be declared unenforceable in any respect, such unenforceability shall not affect any other provision of this Lease, and each such provision shall be deemed to be modified, if possible, in such a manner as to render it enforceable and to preserve to the extent possible the intent of the parties as set forth herein.

24. Prior Leases.

This Lease is intended to supersede any prior Lease between the parties.

25. No Violation of Maximum Lease Term; Deemed Amended to Conform to law.

The parties hereto contend and agree that Ala. Code § 11-56-9 does not provide for any limitation on the number of successive renewal terms which may be allowed as between these parties and, therefore, the parties do not believe that the prohibition in Ala. Code § 35-4-6 (prohibiting leasehold estates for longer than 99 years) is in any way implicated or binding by virtue of the renewal term structure set about above in this Lease. However, if such law were considered implicated, the parties agree that nothing in this Lease is intended to violate said prohibition and if for any reason it was determined by operation of the law or a court of competent jurisdiction that said renewal term structure of this Lease constitutes a violation of such prohibition, this Lease is deemed amended to provide that its term, as constituted by its original term and renewal term structure, is and shall be no longer than 99 years, subject, however, to the terms and conditions of this Lease. In other words, the parties specifically state that this Lease's Term and renewal terms do not constitute a 99 year or longer lease, but if and only if the renewal term structure of this Lease were construed as allowing a lease in excess of 99 years, the parties agree that such term structure is deemed not to, and will not, exceed 99 years.

**Signatures appear on next page**

LANDLORD- The Public Building Authority of the City of  
Enterprise:

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

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

Print Title: \_\_\_\_\_

Address:      501 S. Main Street  
Enterprise, Alabama 36330

TENANT- City of Enterprise, Alabama:

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

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

Print Title: \_\_\_\_\_

Address:      501 S. Main Street  
Enterprise, Alabama 36330

## **Beverly Sweeney**

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**From:** Barry Mott <bmott@enterpriseal.gov>  
**Sent:** Thursday, June 29, 2023 11:27 AM  
**To:** Beverly Sweeney  
**Cc:** Jonathan Tullos; LeeAnn Swartz; Kim Hughes  
**Subject:** Council Agenda Item  
**Attachments:** AMENDMENT NO 1.pdf

Beverly,

Please add the attached as a council agenda item for next week.

I am seeking council approval to amend the agreement with Seay Seay an Litchfield, P.C. from the previous not-to-exceed amount of \$1,181,480.85 to \$1,470,641.46 and allow the Mayor to execute the attached agreement.

This change is to include the required additional design services for the project that was reflected in the contract but not previous included in the not-to-exceed amount submitted to the council for prior approval. In addition, the percentage of construction (per the contract) has gone down from 5.5% to 5.4% for basic services for the actual construction costs.

With this change, the total A/E costs for this project is approximately 6.4% of construction costs.

**AMENDMENT NO. 1 to**  
**AGREEMENT BETWEEN OWNER AND ARCHITECT**

For: New Enterprise Recreation and Aquatics Center,

Dated September 5, 2021, by and between

Owner: City of Enterprise

and Architect: Seay Seay and Litchfield, P.C.

The following changes in the said Agreement are made therein

(if changes are continued in an Attachment, identify the attachment below):

- A) Refer to Paragraph 6 Budget in the Original Agreement dated September 5, 2021. The amount budgeted by the Owner for the Cost of the Work was estimated at Twenty-One Million dollars (\$21,000,000.00). At a fee % of 5.5%, the Basic Services fee totaled:  
**One Million a Hundred and Fifty-Five Thousand dollars** **(\$ 1,155,000.00).**

Additional Services were agreed upon as Allowances (Not To Exceed) as follow:

<u>ADDITIONAL SERVICES</u>	<u>Allowance (NTE)</u>
Furniture, Fixtures, & Equipment Design Services:	\$59,074.04
Aquatics Consultant:	\$75,000.00
Geotechnical Engineering Allowance:	\$15,525.00
Construction Materials Testing:	\$57,500.00
Surveying Allowance:	\$40,250.00
DCM Submittal Allowance:	\$26,450.00
<b><u>Additional Services Fee Total:</u></b>	<b><u>\$273,799.04</u></b>
 <b>Total Basic &amp; Additional Services Fee:</b>	 <b>\$1,428,799.04</b>

- B) During the latter portions of the design phase, the Owner directed the architect to make the following changes:
- Additions to the program by adding administrative offices that are currently housed in City Hall.
  - Separation of programmatic elements initially design as one Aquatics facility into two separate Aquatics buildings to better support user needs.
  - Regrading southwest portion of site (inclusive of sewer, storm, water, & ADA crosswalks) to incorporate new Aquatics Buildings.
  - Incorporation of hardened space (storm shelter structural elements).

- Required rework of water lines, coordination of water lines by providing City of Enterprise Water and Fire Departments with routes for their water project, including meetings with City of Enterprise Water Department.
  - Required regrade of southwest portion of the site. ADA access for Cutt's is not a part of the design plans but was required to be performed to get the parking stalls ADA accessible with a fully accessible path to the building.
  - Rework of storm, ADA crosswalks and new site accesses from west, for park, and south, for Cutt's. This required changes all the way across the front entrances to the building.
- C) Per the construction contract, the lowest bid proposal for the Base Bid and all six Alternates was Twenty-Three Million, One Hundred and Sixty-Two Thousand, Three Hundred and Ninety Four dollars and Zero Cents (\$23,162,394.00).
- D) At a new Basic Services fee % of 5.4% per the State Fee Schedule, the Basic Services fee would total: One Million Two Hundred and Fifty Thousand Seven Hundred and Sixty-Eight dollars with Seventy-Four cents (\$1,250,768.74).
- E) Alternate 6 was designed, but not awarded and therefore will only be billed through Service D: Bidding & Negotiation. No fees for Service E: Construction Administration shall be billed.
- F) Based on this information, the amended agreement would be as follows:

<u>BASIC SERVICES</u>	<u>Billable Amount</u>	<u>Total</u>
Base Bid through Alternate 5:		
\$23,074,155.00 @ 5.4% = \$1,250,768.74	100% (Service A - E)	\$1,250,768.74.
Alternate 6: Pool Heaters:		
\$88,239.00 @ 5.4% = \$4,764.91	75% (Service A - D)	<u>\$3,573.68</u>
<b>New Basic Services Fee Total:</b>		<b>\$1,254,342.42</b>
<u>ADDITIONAL SERVICES</u>		<u>Allowance (NTE)</u>
Furniture, Fixtures, & Equipment Design Services:		\$59,074.04
Aquatics Consultant:		\$75,000.00
Geotechnical Engineering Allowance:		\$15,525.00
<del>Construction Materials Testing: (Owner Contracted Directly)</del>		<del>\$57,500.00</del>
Surveying Allowance:		\$40,250.00
DCM Submittal Allowance:		\$26,450.00



**Additional Services Fee Total:**

**\$216,299.04**

**Total Basic & Additional Services Fee:**

**\$1,470,641.46**

- G) This represents an amending of the original agreement which allowed for modification of the Basic Services fee to align with the construction cost. **This amount is a \$41,842.42 increase.**

\_\_\_\_\_  
Owner

  
\_\_\_\_\_  
Raleigh J. Price, AIA, LEED AP  
Seay Seay & Litchfield - Principal