

**AGENDA
JULY 18, 2023
CITY COUNCIL MEETING**

The Enterprise City Council will convene in Regular Session at 6:00 p.m., Tuesday, July 18, 2023 in the Council Chambers at City Hall.

ROLL CALL.....President

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

APPROVAL OF AGENDA.....President

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

CONSIDERATION OF CONSENT AGENDA.....President

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

- City Council Work Session Minutes of June 20, 2023
- City Council Meeting Minutes of July 5, 2023
- Contract Billings in the amount of **\$277,000.57** as follows:
 - Beasley Construction Services, Inc. -**
Estimate No. 5 - \$178,610.84 – Construction – Multipurpose Recreation Complex/Phase I
 - Wiregrass Construction Company, Inc. -**
Estimate No. 5 - \$64,687.91 – Construction – FY23 Resurfacing/Phase III (B)
 - Poly, Inc. -**
Invoice No. 19893 – \$14,842.65 – Construction Phase Services – Multipurpose Recreation Complex/Phase I
 - Invoice No. 19915 - \$4,296.44 – Engineering/Design – FY23 Resurfacing/Phase III (B)
 - Ewing-Conner and Associates, Inc. -**
Invoice No. 9 - \$4,280.00 – Contract Administrative Services – 2021 CDBG Demolition Project
 - Fine Geddie & Associates -**
Invoice No. 2224 - \$6,250.00 – Contract Services – July 2023
 - Hand Arendall Harrison Sale LLC -**
Invoice No. 371014 – \$4,032.73 - Contract Services – Community Development
- Travel Requests as follows:
 - Administrative**
LeeAnn Swartz
Maribel James
2023 GFOAA Summer Conference
Orange Beach, Alabama
August 9-11, 2023
Estimated Cost: \$2,333.30
 - Main Street**
Mariah Montgomery
Main Street Alabama LAB Conference
South Huntsville, Alabama
August 15-18, 2023
Estimated Cost: \$2,230.97
 - Police Department**
Corporal Will Ezell
Lieutenant Mark Anderson
LECC Conference
Orange Beach, Alabama
August 30-September 1, 2023
Estimated Cost: \$1,155.10

REQUEST TO ADDRESS COUNCIL/PERMIT REQUEST.....President
(WEPS/Run Baby Run 5K)

Recognize Melissa Braun, representing Wiregrass Emergency Pregnancy Services, who has requested to address the Council to obtain a permit to hold the Run Baby Run 5K on Saturday, September 9, 2023, from 8:00 a.m. until 12:00 p.m.

*****Refer to Police Chief Michael Moore prior to consideration of the request.***

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

STAFF REPORTS.....President

OLD BUSINESS

REVIEW & CONSIDER BID RECOMMENDATION.....President
(2021 CDBG Demolition Project/Phase VI)

Introduce and call for consideration of a recommendation from David Ewing, Project Consultant, to award the bid for the 2021 CDBG Demolition Project, Phase VI, to Lewis, Inc. in the total base bid amount of \$62,040.00. The award of this base bid would necessitate that the City inject \$7,350.00 in local monies to demolish and clear all nine (9) properties as bid. The award of any of the Deductive Alternates would result in an adjusted contract amount that could be paid in full by CDBG grant funds. Bids received are as follows:

	<u>Hopper-Moore, Inc. d/b/a BMI</u>	<u>Lewis, Inc.</u>
1. 115 Loftin Drive	\$2,400.00	\$2,100.00
2. 129 Loftin Drive	\$3,600.00	\$3,600.00
3. 204 Johns Alley	\$3,100.00	\$4,050.00
4. 505 & ½ Friendship Street	\$3,100.00	\$3,300.00
5. 0 Gilmore Street	\$9,400.00	\$5,850.00
6. 101 Meredith Drive	\$7,800.00	\$7,200.00
7. 114 Loftin Drive	\$5,000.00	\$5,300.00
8. 704 North Rawls Street	\$4,500.00	\$4,850.00
9. 0 Cinema Drive	\$34,790.00	\$25,790.00
Total Base Bid:	\$73,690.00	\$62,040.00
Deduct #1 (0 Cinema Dr.)	\$34,790.00	\$25,790.00
Deduct #2 (704 N. Rawls St.)	\$ 4,500.00	\$ 4,850.00
Deduct #3 (114 Loftin Dr.)	\$ 5,000.00	\$ 5,300.00

NEW BUSINESS

REVIEW & CONSIDER RESOLUTION 07-18-23.....President
(Procurement of Underwriting Services for 2023 Warrant)

Introduce and call for consideration of Resolution 07-18-23, providing for the approval of Frazer Lanier Company Incorporated as Underwriter in connection with the proposed issuance by the City of its General Obligation Warrant, Series 2023. Resolution 07-18-23 further provides that should the City, in its sole discretion, elect not to proceed with the issuance, no fees nor expenses shall be charged to the City.

REVIEW & CONSIDER RESOLUTION 07-18-23-A.....President
(Procurement of Bond Counsel for 2023 Warrant)

Introduce and call for consideration of Resolution 07-18-23-A, providing for the approval of Butler Snow LLP as Bond Counsel in connection with the proposed issuance by the City of its General Obligation Warrant, Series 2023. Resolution 07-18-23-A further provides that should the City, in its sole discretion, elect not to proceed with the issuance, no fees nor expenses shall be charged to the City.

CONSIDER MOTION TO APPROVE & RATIFY EASEMENT & USE AGREEMENT.....President
(Cutts Property)

Call for a motion to approve and ratify the Easement and Use Agreement between the City of Enterprise and Rick and Liane Cutts related to the property where Cutts Restaurant is located. The agreement provides the City has or will make certain improvements to the Cutts’ parking lot in exchange for easement and other rights to the City as to the Cutts’ property. This agreement is in furtherance of the planning and construction of the new Recreation Complex.

REQUEST PERMISSION TO PURCHASE SCOREBOARD.....President
(Parks & Recreation/Donaldson Park)

Introduce and call for consideration of a request from Blake Moore, Parks & Recreation Superintendent, to purchase one (1) multi-sport scoreboard from Electro-Mech Scoreboard Company at a cost of \$9,656.00. The new scoreboard will replace the Donaldson Park Field 1 scoreboard damaged in a storm.

REQUEST PERMISSION TO CONSTRUCT BALCONY.....President
(Navigator International/Bryan Building)

Introduce and call for consideration of a request from Navigator International to construct a balcony on the new Bryan building downtown that will overhang the public sidewalk.

REQUEST PERMISSION TO CONSTRUCT BALCONY.....President
(Donofro Architects/WKMX Building)

Introduce and call for consideration of a request from Donofro Architects to construct a balcony on the WKMX building downtown that will overhang the public sidewalk.

MAYORS REPORT.....President

COUNCIL MEMBERS COMMENTS.....President

ADJOURNMENT: July 18, 2023 E-911 Board Meeting.....President

ADDENDUM:

TO: MAYOR AND CITY COUNCIL
FROM: BEVERLY SWEENEY, CITY CLERK
RE: CONSENT AGENDA FOR JULY 18, 2023 COUNCIL MEETING
DATE: JULY 14, 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 Work Session.**
- B. The minutes of the July 5, 2023 Regular Session.**
- C. Contract Billings in the amount of \$277,000.57 as follows:**
 - Beasley Construction Services, Inc. -**
Estimate No. 5 - \$178,610.84 – Construction – Multipurpose Recreational Complex/Phase I
 - Wiregrass Construction Company, Inc. -**
Estimate No. 5 - \$64,687.91 – Construction – FY23 Resurfacing/Phase III (B)
 - Poly, Inc. -**
Invoice No. 19893 - \$14,842.65 – Construction Phase Services – Multipurpose Recreational Complex/Phase I
Invoice No. 19915 - \$4,296.44 – Engineering/Design – FY23 Resurfacing/Phase III (B)
 - Ewing-Conner and Associates, Inc. -**
Invoice No. 9 - \$4,280.00 – Contract Administrative Services – 2021 CDBG Demolition Project
 - Fine Geddie & Associates -**
Invoice No. 2224 - \$6,250.00 – Contract Services – July 2023
 - Hand Arendall Harrison Sale LLC -**
Invoice No. 371014 - \$4,032.73 – Contract Services – Community Development
- D. Travel Requests as follows:**
 - Administrative**
LeeAnn Swartz
Maribel James
2023 GFOAA Summer Conference
Orange Beach, Alabama
August 9-11, 2023
Estimated Cost: \$2,333.30
 - Main Street**
Mariah Montgomery
Main Street Alabama LAB Conference
South Huntsville, Alabama
August 15-18, 2023
Estimated Cost: \$2,230.97
 - Police Department**
Corporal Will Ezell
Lieutenant Mark Anderson
LECC Conference
Orange Beach, Alabama
August 30-September 1, 2023
Estimated Cost: \$1,155.10

CITY COUNCIL WORK SESSION MINUTES OF JUNE 20, 2023

The Enterprise City Council convened in Work Session at 5:00 p.m., Tuesday, June 20, 2023 in the Council Chambers at City Hall. Notice of the meeting was posted as Per Act 2005-40 (Code of Alabama).

PRESENT: Council President Turner Townsend, District #5
Council President Pro-Tem Sonya W. Rich, District #1
Council Member Eugene Goolsby, District #2
Council Member 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.
City Attorney Rainer Cotter
Consulting Engineer Glenn Morgan
City Department Heads
Louis Cardinal, Thornton Farish
Alex Jackson, Thornton Farish

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

The following items were discussed:

- Q2 Goal Update
- Review of Agenda
- Q3 Goal Setting
- Dozier Road Street Resurfacing
- FY24 Budget
- Public Transportation
- Alabama Transportation Infrastructure Bank

ADJOURNMENT

There being no further business before the Council, the President declared the Work Session adjourned at 5:55 p.m.

Turner Townsend
Council President

Beverly Sweeney
City Clerk

CITY COUNCIL MEETING MINUTES OF JULY 5, 2023

The Enterprise City Council convened in Regular Session at 12:00 p.m., Wednesday, July 5, 2023 in the Council Chambers at City Hall.

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

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

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

APPROVAL OF AGENDA

The President called for a motion to approve the agenda of the meeting as submitted. 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; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

CONSIDERATION OF CONSENT AGENDA

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

- City Council 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

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

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

The President called 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 20, 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.*

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

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

No one requested to address the Council.

STAFF REPORTS

City Engineer/Public Works Director Barry Mott briefed Council on the status of bulk garbage collection and provided an update on the new Recreation & Aquatics Center.

CFO/Treasurer Leeann Swartz noted the transition to the new software is complete and thanked citizens for their patience as employees learn the new system.

Fire Chief Christopher Davis invited everyone to attend the Community Safety Fair at Central Fire Station on Saturday, July 8, 2023, from 10:00 a.m. until 3:00 p.m. The event will include activities for kids and hands-on demonstrations.

OLD BUSINESSPUBLIC HEARING & CONSIDERATION/ORDINANCE 06-06-23 (Heron Cove, LLC Rezone)

The President called 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. No comments were offered. The President closed the hearing and called for consideration of Ordinance 06-06-23.

Council Member Johnson moved to adopt Ordinance 06-06-23. Council Member Rich seconded the motion. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried and Ordinance 06-06-23 duly passed and adopted.

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

The President called 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. No comments were offered. The President closed the hearing and called for consideration of Ordinance 06-06-23-A.

Council Member Rich moved to adopt Ordinance 06-06-23-A. Council Member Goolsby seconded the motion. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried and Ordinance 06-06-23-A duly passed and adopted.

NEW BUSINESSINTRODUCE PLANNING COMMISSION RECOMMENDATIONS

The President introduced 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 (Smith Rezone)

The President introduced 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, and called for a public hearing to be held at the regular meeting scheduled for August 1, 2023.

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

The President introduced 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, and called for a public hearing to be held at the regular meeting scheduled for August 1, 2023.

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

The President called for a motion to adopt Resolution 07-05-23 which will approve to 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.

RESOLUTION 07-05-23 (Continued):

Council Member Rich moved to adopt Resolution 07-05-23. Council Member Padgett seconded the motion. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried and Resolution 07-05-23 duly passed and adopted.

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

The President called 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 & Aquatics Center project, and further authorize the Mayor to execute Amendment No. 1 to the agreement.

Council Member Rich moved to amend the agreement with Seay Seay & Litchfield, P.C. and further authorize the Mayor to execute Amendment No. 1. Council Member Johnson seconded the motion. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

MAYORS REPORT

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

COUNCIL MEMBERS COMMENTS

Council Members thanked city staff, meeting attendees, and citizens watching online.

ADJOURNMENT

There being no further business before the Council, the President declared the Regular Session adjourned at 12:30 p.m.

Turner Townsend
Council President

Beverly Sweeney
City Clerk

CONTRACT BILLINGS REGISTER

JULY 18, 2023

1. **Beasley Construction Services, Inc. -**
Estimate No. 5 - \$178,610.84 – Construction – Multipurpose Recreational Complex/Phase I
2. **Wiregrass Construction Company, Inc. -**
Estimate No. 5 - \$64,687.91 – Construction – FY23 Resurfacing/Phase III (B)
3. **Poly, Inc. -**
Invoice No. 19893 - \$14,842.65 – Construction Phase Services – Multipurpose Recreational Complex Phase I
Invoice No. 19915 - \$4,296.44 – Engineering/Design – FY23 Resurfacing/Phase III (B)
4. **Ewing-Conner and Associates, Inc. -**
Invoice No. 9 - \$4,280.00 – Contract Administrative Services – 2021 CDBG Demolition Project
5. **Fine Geddie & Associates -**
Invoice No. 2224 - \$6,250.00 – Contract Services – July 2023
6. **Hand Arendall Harrison Sale LLC -**
Invoice No. 371014 - \$4,032.73 – Contract Services – Community Development

TOTAL CONTRACT BILLINGS - \$277,000.57

(A) Original Contract Amount	<u>\$3,953,589.00</u>
(B) Plus: Additions Scheduled in Change Orders	<u> </u>
(C) Less: Deductions Scheduled in Change Order	<u> </u>
(D) Adjusted Contract Amount to Date.	<u>\$3,953,589.00</u>

ANALYSIS OF WORK PERFORMED:

(A) Cost of original contract work performed to date.	\$1,202,769.75
(B) Change Order work performed to date.	
(C) Total Cost of work performed to date	\$1,202,769.75
(D) Stored Materials.	\$13,452.00
(E) Subtotal of Items (c) and (d).	\$1,216,221.75
(F) Less: Amount retained in accordance with contract terms	\$60,811.09
(G) Net amount earned on contract work to date	\$1,155,410.66
(H) Less: Amount of previous payments.	\$976,799.82
(I) BALANCE DUE THIS PAYMENT.	\$178,610.84

CONTRACTOR'S CERTIFICATION

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

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

Lindsay Sasser
Lindsay Sasser/Project Manager

Date 7/6/2023

ENGINEER'S CERTIFICATION

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

C. Glenn Morgan, P.E., Poly, Inc

07/13/2023
Date

(A) Original Contract Amount	\$2,495,728.40
(B) Plus: Additions Scheduled in Change Orders	
(C) Less: Deductions Scheduled in Change Order	
(D) Adjusted Contract Amount to Date.	\$2,495,728.40

ANALYSIS OF WORK PERFORMED:

(A) Cost of original contract work performed to date.	<u>\$2,212,744.61</u>
(B) Change Order work performed to date.	<u> </u>
(C) Total Cost of work performed to date	<u>\$2,212,744.61</u>
(D) Stored Materials.	<u> </u>
(E) Subtotal of Items (c) and (d).	<u>\$2,212,744.61</u>
(F) Less: Amount retained in accordance with contract terms	<u>\$221,274.46</u>
(G) Net amount earned on contract work to date	<u>\$1,991,470.15</u>
(H) Less: Amount of previous payments.	<u>\$1,926,782.24</u>
(I) BALANCE DUE THIS PAYMENT.	<u>\$64,687.91</u>

CONTRACTOR'S CERTIFICATION

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

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

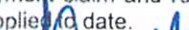

Jamey Padgett, Assistant Secretary

7-13-23
Date

ENGINEER'S CERTIFICATION

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

payment claim and requested by the Contractor is
supplied to date.


C. Glenn Morgan, P.E., Poly, Inc.

07/13/23
Date



INVOICE

Poly, Inc.

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

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

INVOICE : 19893
DATE: 07/13/23
TERMS: NET 30 Days
JOB NO.: 11-443

Attn: Mrs. Beverly Sweeney, City Clerk

FOR PROFESSIONAL SERVICES RENDERED AS FOLLOWS:

Re: Enterprise Multipurpose Recreational Complex - Phase I

Construction Phase services rendered under Task Order No. 53.

Contract Amount - \$3,953,589.00
Contractor - Beasley Construction Services

Construction Administration Phase:

\$72,000.00 x 30% \$21,600.00

Construction: (2/20/23 - 6/30/23):

Resident Project Representative II:

306.50 hrs. (Reg.) x \$93.30/hr..... \$28,596.45

34 hrs. (OT) x \$139.95/hr..... \$4,758.30

Total Amount \$54,954.75

Less Previous Payments \$40,112.10

Amount Due This Invoice \$14,842.65

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

THANK YOU FOR YOUR BUSINESS!



INVOICE

Poly, Inc.

P.O. Box 837 - Dothan, AL 36302

1935 Headland Ave. - Dothan, AL 36303

Telephone: 334.793.4700

Fax: 334.793.9015

www.poly-inc.com

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

INVOICE : 19915
DATE: 07/13/23
TERMS: NET 30 Days
JOB NO.: 11-460.01

Attn: Mrs. Beverly Sweeney, City Clerk

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 **88%** \$43,924.82

Construction Representative (01/01/2023 - 06/30/2023)

Resident Project Representative II:

371 hrs. (Reg.) x \$93.30/hr..... \$34,614.30

83.50 hrs. (OT) x \$139.95/hr..... \$11,685.83

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 \$203,056.62

Less Previous Payments \$198,760.18

Amount Due This Invoice \$4,296.44

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

THANK YOU FOR YOUR BUSINESS!

EWING-CONNER AND ASSOCIATES, INC.

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

INVOICE

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

Invoice Number 9

July 13, 2023

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

In accordance with Part I; Subsection 2(A) and 5 of our contractual agreement for Program Management Service(s) entered into on the 07th day of February, 2022; please remit the sum of **Four Thousand, Two Hundred and Eighty Dollars and No Cents (\$ 4,280.00)** for project management service(s) rendered relative to the "Scope of Services" section in conjunction with CDBG Project LR-CE-PF-21-002.

DESCRIPTION	CONTRACT	% COMPLETE	PRIOR AMOUNT (\$)	CURRENT %	TOTAL %	AMOUNT DUE (\$)
SATISFACTION OF LCC	\$ 8,700.00	100.00%	8,700.00	8.05%	100.00%	0.00
DEMOLITION DESIGN FEE	\$ 10,000.00	100.00%	9,000.00	10.00%	100.00%	1,000.00
ON-GOING ADMINISTRATION	\$ 16,400.00	80.00%	12,300.00	20.00%	75.00%	3,280.00
PROGRAM CLOSE-OUT	\$ 3,900.00	0.00%	0.00	0.00%	0.00%	0.00
CONTRACT TOTAL	\$ 39,000.00	*****	\$ 30,000.00	*****		\$ 4,280.00

Respectfully Submitted,

EWING-CONNER AND ASSOCIATES, INC.

David W. Ewing

David W. Ewing,
President

FINE GEDDIE
& ASSOCIATES
LIMITED LIABILITY COMPANY

City of Enterprise
P. O. Box 311000
Enterprise, AL 36331

Invoice

Date	Invoice #
7/1/2023	2224

			Amount
Services Rendered July 2023			6,250.00
		Total	\$6,250.00

**TRAVEL REQUESTS
CITY COUNCIL MEETING
JULY 18, 2023**

Administrative

LeeAnn Swartz

Maribel James

2023 GFOAA Summer Conference

Orange Beach, Alabama

August 9-11, 2023

Estimated Cost: \$2,333.30

Main Street

Mariah Montgomery

Main Street Alabama LAB Conference

Huntsville, Alabama

August 15-18, 2023

Estimated Cost: \$2,230.97

Police Department

Corporal Will Ezell

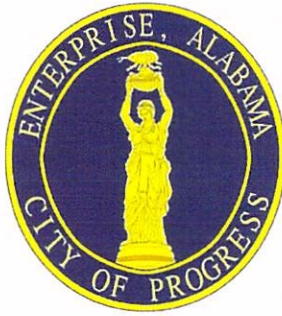
Lieutenant Mark Anderson

LECC Conference

Orange Beach, Alabama

August 30-September 1, 2023

Estimated Cost: \$1,155.10



CITY OF ENTERPRISE

TRAVEL REQUEST FORM

NAME OF EMPLOYEE: LeeAnn Swartz

TITLE OF EMPLOYEE: CFO

DEPARTMENT: Admin

ANTICIPATED TRAVEL DATES: August 9 - August 11, 2023

LOCATION OF TRAVEL: Orange Beach, Alabama

SPECIFIC BUSINESS PURPOSE: 2023 GFOAA Summer Conference

(i.e. seminar, attend conference, continuing education, etc.)

Describe the essential nature of the travel request and how this travel will benefit the City:

(Make sure to provide the full name of acronyms used.)

This is the summer conference for the Government Finance Officers Association of Alabama. This conference provides leadership workshops and professional learning opportunities to enhance the accounting manager's knowledge and enable them to better serve the City finance team. Topics covered will include fraud, ethics, updates to GASB, economic developments and others.

Lodging:	2 nights @ \$229.00 plus tax	\$ 526.70
Meals:	3 days @ \$40/day	\$ 120.00
Registration:		\$ 300.00
Incidentals:	3 days @ \$30/day	\$ 90.00

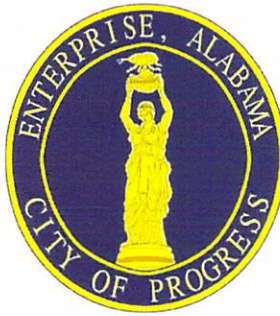
Total Estimated Expenses	\$ 1,036.70
--------------------------	-------------

Employee Signature: _____

Date: _____

Dept. Head Signature: LeeAnn Swartz

Date: 13 July 2023



CITY OF ENTERPRISE
TRAVEL REQUEST FORM

NAME OF EMPLOYEE: Maribel James

TITLE OF EMPLOYEE: Accounting Manager

DEPARTMENT: Admin

ANTICIPATED TRAVEL DATES: August 9 - August 11, 2023

LOCATION OF TRAVEL: Orange Beach, Alabama

SPECIFIC BUSINESS PURPOSE: 2023 GFOAA Summer Conference

(i.e. seminar, attend conference, continuing education, etc.)

Describe the essential nature of the travel request and how this travel will benefit the City:

(Make sure to provide the full name of acronyms used.)

This is the summer conference for the Government Finance Officers Association of Alabama. This conference provides leadership workshops and professional learning opportunities to enhance the accounting manager's knowledge and enable them to better serve the City finance team. Topics covered will include fraud, ethics, updates to GASB, economic developments and others.

Lodging:	2 nights @ \$342.00 plus tax	\$ 786.60
Meals:	3 days @ \$40/day	\$ 120.00
Registration:		\$ 300.00
Incidentals:	3 days @ \$30/day	\$ 90.00

Total Estimated Expenses	\$ 1,296.60
--------------------------	-------------

Employee Signature: 

Date: 13 JUL 2023

Dept. Head Signature: 

Date: 13 July 2023

**CITY OF ENTERPRISE
TRAVEL REQUEST FORM**

NAME OF EMPLOYEE: Mariah Montgomery

TITLE OF EMPLOYEE: Main Street Executive Director

DEPARTMENT: Tourism/Main Street

ANTICIPATED TRAVEL DATES: 08/15/2023 - 08/18/2023

LOCATION OF TRAVEL: South Huntsville, Alabama

SPECIFIC BUSINESS PURPOSE: Main Street Alabama LAB Conference

(i.e. seminar, attend conference, continuing education, etc.)

Describe the essential nature of the travel request and how this travel will benefit the City:

(Make sure to provide the full name of acronyms used.)

Per the City's MOA with Main Street Alabama, the City is required to promote and encourage attendance at local, state and national training opportunities. Main Street Alabama hosts the LAB conference one per year. Session topics will cover all Four Points of the Main Street Approach and will benefit communities that are ready to advance or starting their redevelopment efforts. This conference also includes the annual Main Street Alabama Awards of Excellence Banquet.

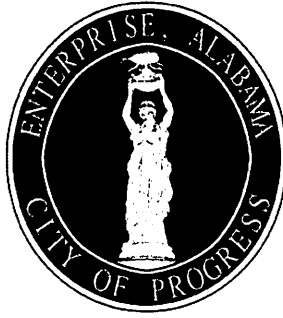
Employee Signature: *Mariah Montgomery*

Date: 07/10/2023

Dept. Head Signature: *Billy Powell*

Date: 7/11/23

Estimated Cost: \$2,230.97



CITY OF ENTERPRISE
TRAVEL REQUEST FORM

NAME OF EMPLOYEE: Will Ezell and Mark Anderson

TITLE OF EMPLOYEE: Corporal and Lt

DEPARTMENT: Police Department

ANTICIPATED TRAVEL DATES: August 30 - September 1, 2023

LOCATION OF TRAVEL: Orange Beach, Al

SPECIFIC BUSINESS PURPOSE: Training class (CEU and executive hrs)
(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.)

Cpl Ezell and Lt. Anderson will be attending the LECC Conference. The conference cost is \$600.00 for two officers. The Per Diem Rate will be \$40.00 a day per officer. Hotel accommodations are \$315.10 and will be at the Perdido Beach Resort, 27200 Perdido Beach Blvd, Orange Beach Blvd 36561.

Course Cost: \$ 600.00 (Two Officers)
Per Diem: \$ 240.00 (Two Officers)
Hotel Cost \$ 315.10
Total: \$ 1,155.10

Employee Signature: 

Date: ~~7/1/23~~ 6/29/23

Dept. Head Signature: 

Date: July 6 2023

CITY OF ENTERPRISE
APPLICATION FOR A PARADE/PUBLIC DEMONSTRATION PERMIT

DATE: 7/12/23

NAME OF ORGANIZATION: Wiregrass Emergency Pregnancy Service PHONE: 334-417-0270
C.W.E.P.S.

PERSON/ORGANIZATION RESPONSIBLE: Melissa Brown PHONE: 334-417-0270

MAILING ADDRESS: 442 Glover Avenue
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: Run Baby Run 5K
- (2) Date of Assembly: 9/9/2023 (3) Hours: Begin 8:00 am End 12:00 pm
- (4) Number of Persons: 100 Number of Animals: 0 Number of Floats: 0
- (5) Route of parade: (Attach map if needed) please see attached map

This requested permit is hereby () Granted () Denied

DATE: _____

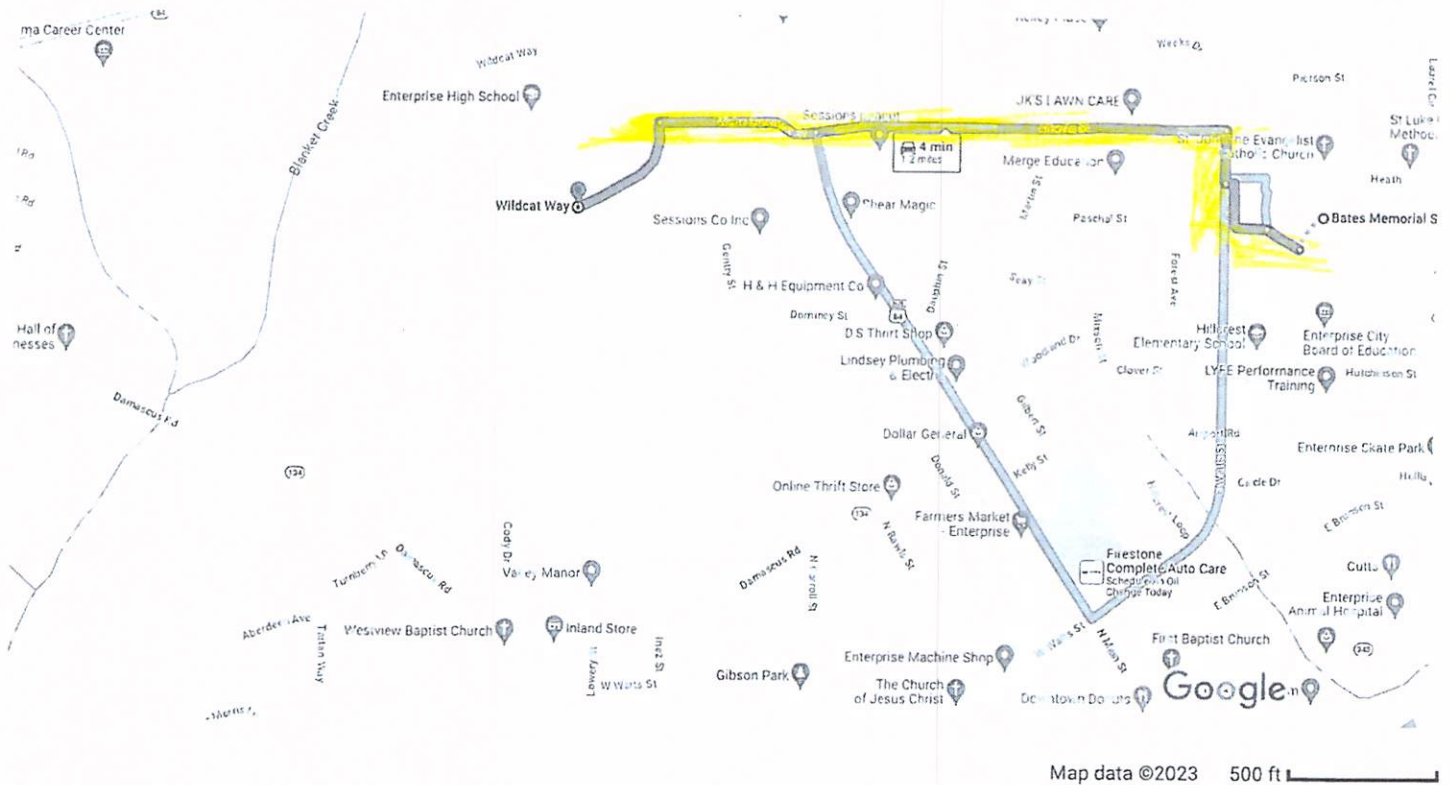
William E. Cooper
Mayor
Enterprise, Alabama

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

Google Maps

Bates Memorial Stadium, Enterprise, AL 36330 to
Wildcat Way, Enterprise, AL 36330

Drive 1.2 miles, 4 min



via Alberta St

4 min

Best route now due to traffic
conditions

1.2 miles

via Alberta St and Webe
Curenton Dr

4 min

1.2 miles



via E Watts St and N Main St

6 min

2.0 miles

Explore Wildcat Way

Restaurants Hotels Gas stations Parking Lots More

EWING-CONNER AND ASSOCIATES, INC.

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

July 11, 2023

Mr. Barry Mott, City Engineer
City of Enterprise
P.O. Box 311000
Enterprise, Alabama 36331-1000

**Re: Award Recommendation
CDBG Project No. LR-CE-PF-21-002
Phase VI – Demolition & Clearance**

Dear Mr. Mott:

I have analyzed and tabulated the bids received by the City of Enterprise on June 30, 2023 in conjunction with the above referenced project and determined that the Bids were in order. There were three (3) deductive alternates that if awarded must be awarded in the numerical order that they appeared on the Bid Schedule.

I recommend that the Contract be awarded at the City's July 18, 2023 Council meeting as follows:

LEWIS, INC
In the amount of \$ 62,040.00

The award of this Base Bid would necessitate that the City inject \$ **7,350.00** in local monies to demolish and clear all nine (9) properties as bid.

If the City awards Deductive Alternate # 1, the Contractual amount would be reduced to \$ 36,250.00

If the City awards Deductive Alternate # 1 & #2, the Contractual amount would be reduced to \$ 31,400.00.

If the City awards Deductive Alternate # 1 # 2, and # 3, the Contractual amount would be reduced to \$ 26,100.00.

The award of any of the Deductive Alternates would result in an adjusted Contract amount that could be paid in full by CDBG grant funds.

Please find the enclosed Bid Tabulation for the Council's use in awarding the low bid on the above referenced project

Sincerely,

David W. Ewing

Ewing-Conner & Associates, Inc.,
Grant Administrator

CERTIFIED BID TAB
PHASE VI – DEMOLITION & CLEARANCE - CDBG PROJECT #: LR-CE-PF-21-002
ENTERPRISE, ALABAMA
Bid Opening held on Friday, June 30,, 2023 @ 11:00 AM

<u>No.</u>	<u>Demolition Address</u>	<u>Hooper-Moore, Inc. dba BMI</u>	<u>Lewis, Inc.</u>
1.	115 Loftin Drive	<u>2,400.00</u>	<u>2,100.00</u>
2.	129 Loftin Drive	<u>3,600.00</u>	<u>3,600.00</u>
3.	204 Johns Alley	<u>3,100.00</u>	<u>4,050.00</u>
4.	505 & ½ Friendship Street	<u>3,100.00</u>	<u>3,300.00</u>
5.	0 Gilmore Street	<u>9,400.00</u>	<u>5,850.00</u>
6.	101 Meredith Drive	<u>7,800.00</u>	<u>7,200.00</u>
7.	114 Loftin Drive	<u>5,000.00</u>	<u>5,300.00</u>
8.	704 North Rawls Street	<u>4,500.00</u>	<u>4,850.00</u>
9.	0 Cinema Drive	<u>34,790.00</u>	<u>25,790.00</u>
TOTAL BASE BID:		\$ 73,690.00	\$ 62,040.00
1.	Deduct # 1 (0 Cinema Dr.) (<u>motel</u>)	<u>34,790.00</u>	<u>25,790.00</u>
2.	Deduct # 2 (704 N. Rawls St.)	<u>4,500.00</u>	<u>4,850.00</u>
3.	Deduct # 3 (114 Loftin Drive)	<u>5,000.00</u>	<u>5,300.00</u>

AMENDED BASE BID:

The apparent low base bid was submitted by Lewis, Inc. of Headland, Alabama. Their General Contractor's License is 27791 which appeared on the outside of their sealed bid. The qualified low bid of \$ 62,040.00 exceeds the remaining CDBG budget by \$ 7,350.00. If the City of Enterprise opts not to inject the \$ 7,350.00 budget shortfall, the City can award the Deductive Alternates in numerical order to determine the low qualified bid. The award of Deductive Alternate # 1 would result in Lewis, inc. still being the low bidder on Phase VI of the City's CDBG funded demolition project. Likewise, the award of Deductive Alternate # 2 and/or # 3 would still result in Lewis, Inc. being the low responsible bidder.

CERTIFIED TRUE AND CORRECT

David W. Ewing

Ewing-Conner & Associates, Inc.,
Program Administrator

RESOLUTION 07-18-23

**A RESOLUTION APPROVING THE FRAZER LANIER COMPANY
INCORPORATED AS UNDERWRITER IN CONNECTION WITH THE PROPOSED
ISSUANCE BY THE CITY OF ENTERPRISE OF ITS GENERAL OBLIGATION WARRANT
SERIES 2023**

WHEREAS, the City of Enterprise (the "City"), acting by and through its governing body, the City Council (the "Council"), is considering the issuance of its General Obligation Warrant, Series 2023, (the "Warrant").

WHEREAS, the City hereby engages The Frazer Lanier Company Incorporated, Montgomery, Alabama, as Underwriter to assist the City with the issuance of such Warrant;

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

1. The Frazer Lanier Company Incorporated is hereby directed to proceed with preparation of all documents and information necessary to prepare the City to enter the market for the issuance of the Warrant.
2. Should the City, in its sole discretion, elect not to proceed with the issuance of the Warrant, no fees nor expenses shall be charged by the Frazer Lanier Company Incorporated to the City.

Duly 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

RESOLUTION 07-18-23-A

**A RESOLUTION APPROVING BUTLER SNOW LLP AS BOND COUNSEL IN
CONNECTION WITH THE PROPOSED ISSUANCE BY THE CITY OF ENTERPRISE
OF ITS GENERAL OBLIGATION WARRANT SERIES 2023**

WHEREAS, the City of Enterprise (the "City"), acting by and through its governing body, the City Council (the "Council"), is considering the issuance of its General Obligation Warrant, Series 2023 (the "Warrant").

WHEREAS, the City hereby engages Butler Snow LLP, Birmingham, Alabama, as Bond Counsel to assist the City with the issuance of such Warrant;

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

1. Butler Snow LLP is hereby directed to proceed with the preparation of all documents and information necessary to prepare the City to enter the market for the issuance of the Warrant.
2. Should the City, in its sole discretion, elect not to proceed with the issuance of the Warrant, no fees nor expenses shall be charged by Butler Snow LLP to the City.

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

USE, EASEMENT and CONVEYANCE AGREEMENT

This Use, Easement and Conveyance Agreement is entered into this 5 day of July, 2023, by and between the City of Enterprise, Alabama ("City") and William Cutts a/k/a William R. Cutts a/k/a Rick Cutts and Liane H. Cutts, husband and wife, (collectively as "Cutts").

1. This Use, Easement and Conveyance Agreement primarily relates the Cutts' property currently known as the Cutts Restaurant property (commonly known in Coffee County Revenue Commissioner's office as Parcel Nos. 19 16 05 16 3 001 045.001; 19 16 05 16 3 001 047.000; 19 16 05 16 4 001 008.000; and, 19 16 05 16 3 001 046.000 (see Exhibit "A" attached hereto and incorporated by reference). Said real property referred to herein as the "Cutts Property."

2. In exchange for mutual consideration referenced herein, the receipt and sufficiency of which is expressly acknowledged by the parties, the City and Cutts, agree as follows:

a. At its expense, the City shall cause new asphalt paving of the parking areas and drives on the Cutts Property, and cause the painting of parking space lines in the parking areas. Said paving and parking space painting shall be concluded on or before January 1, 2024. At its expense, the City agrees to relocate the private sewer line on the Cutts Property for purposes of paving the drives and parking areas. After the paving has occurred and the parking spaces are painted, and at such times as the parking areas and drives need maintenance or repair, Cutts shall maintain and repair the drives and parking areas on the Cutts Property; however, the City shall have the right, but not the obligation, to perform said maintenance and repairs at such times as the City deems necessary.

b. Once the paving referenced above is complete, Cutts understands and agrees that the access points to and from the Cutts Property to and from the public roadways surrounding the Cutts Property (i.e., East Lee Street and the portion of Swenson Street which was not vacated on or about February 7, 2023, by the Enterprise City Council) shall be as depicted on Exhibit "B" attached hereto and which is incorporated by references.

c. Cutts disclaims and quit claims to the City any interest in the Swenson Street right of way which was vacated by the City Council on or about February 7, 2023, including as to any pavement, road bed and right of way between the City's property lines and the Cutts' Property purported property lines, along with any fee simple interest in any part of the new driveway roadbed and right of way being constructed for the new recreation center complex project by the City and which adjoins the Cutts Property.

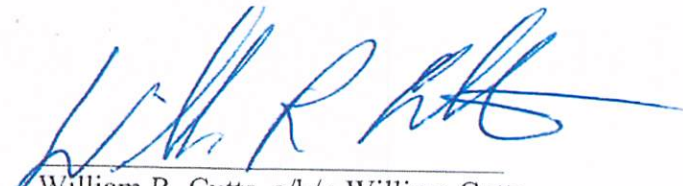
d. The City does hereby grant a non-exclusive, perpetual ingress/egress easement to Cutts, their respective heirs, successors and assigns, onto and over the City's driveway which is being constructed, and will exist, over that part of the vacated portion of Swenson Street leading to and adjoining East Lee Street and also leading to that portion of Swenson Street not vacated, which said driveway the City is constructing as part of its new recreation complex project, all as depicted by Exhibit "B."

e. Cutts does hereby grant to the City a non-exclusive, perpetual ingress/egress easement onto and over the driveways and parking areas of the Cutts Property.

3. Unless later modified by mutual agreement in writing, this Use, Easement and Conveyance Agreement shall be and remain perpetual as between the City and Cutts as well as their respective heirs, successors and assigns, or successors in interest and this Agreement shall bind and inure to the benefit of the City and Cutts and their said respective heirs, successors and assigns, or successors in interest.

4. It is understood and agreed by the parties that this Agreement will be recorded at the Office of the Judge of Probate, Enterprise, Coffee County, Alabama.

[SIGNATURES AND ACKNOWLEDGMENTS NEXT PAGE]


William R. Cutts, a/k/a William Cutts
a/k/a Rick Cutts


Liane H. Cutts

STATE OF ALABAMA
COUNTY OF COFFEE

I, the undersigned, a Notary Public in and for said county, in said State, hereby certify that William R. Cutts, a/k/a William Cutts, a/k/a Rick Cutts and Liane H. Cutts, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that being informed of the contents of the instrument they executed the same voluntarily, on the day the same bears date.

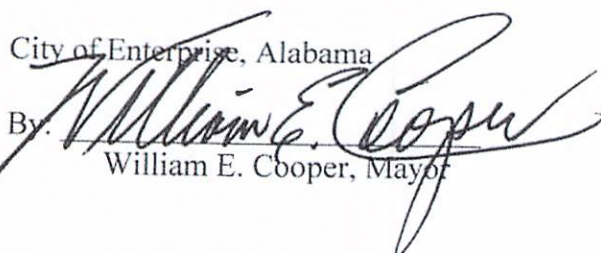
Given under my hand and official seal this 19th day of June, 2023.


NOTARY PUBLIC
My Commission Expires:



City of Enterprise, Alabama

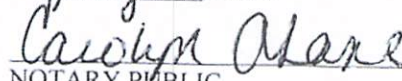
By:


William E. Cooper, Mayor

STATE OF ALABAMA
COUNTY OF COFFEE

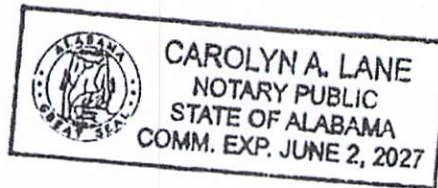
I, the undersigned, a Notary Public in and for said county, in said State, hereby certify that William E. Cooper, whose name as Mayor of the City of Enterprise is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument he in said capacity as Mayor, executed the same voluntarily, on the day the same bears date as the lawful act of said City (a municipal corporation).

Given under my hand and official seal this 5th day of July, 2023.


NOTARY PUBLIC
My Commission Expires:

Prepared by:

R. Rainer Cotter, III
PO Box 310910
Enterprise, Alabama 36331



This instrument was prepared by

(Name) Steven E. Blair, Attorney at Law

(Address) P. O. Box 1436, Enterprise AL 36331

WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

STATE OF ALABAMA }
COFFEE COUNTY }

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of ten and no/100 dollars (\$10.00) and other valuable consideration

to the undersigned grantor or grantors in hand paid by the GRANTEEES herein, the receipt whereof is acknowledged, we,

LUJELLEN CUTTS (A/K/A ELLEN CUTTS), a married woman

(herein referred to as grantor) do grant, bargain, sell and convey unto

WILLIAM R. CUTTS and wife, LIANE H. CUTTS

(herein referred to as GRANTEEES) for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate situated in

Coffee County, Alabama to-wit:

PARCEL ONE: One rectangular lot of land in the City of Enterprise, Alabama, together with the building and all other improvements thereon, being thirty (30) feet in a Northeast-Southwest direction, and one hundred fifty-two (152) feet in a Northwest-Southeast direction, bounded on the Southeast by the North margin of the Enterprise-Ozark Highway, on the North-east by school street, and on the Northwest by school lot, on the Southwest by property of H. C. Lewis and wife, and further being the property conveyed to H. S. Ellis and wife by H. C. Lewis and wife on January 31, 1946, and which conveyance is recorded in Deed Book No. 35, Page 218 of the Probate Office at Enterprise, Alabama.

The above property is subject to right-of-way of the Alabama Power Company across said lot.

PARCEL TWO: One lot of land in the City of Enterprise, Alabama, together with all improvements thereon and which said lot of land is better described as follows: Lot No. 6 in Block A in the City of Enterprise, Alabama, according to the map or plat of Airport Subdivision made by C. Winston Cooper, May 15, 1944, which map or plat is recorded in the Office of the Probate Judge in Deed Book 28, Pages 544 and 545 in Coffee County, Enterprise Division, Alabama. THE FOREGOING PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF GRANTOR HEREIN.

TO HAVE AND TO HOLD to the said GRANTEEES for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said GRANTEEES, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our) heirs, executors and administrators shall warrant and defend the same to the said GRANTEEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I have hereunto set my hand(s) and seal(s), this 14th day of December, 19 92

WITNESS

Dorinda Zell (Seal)
Paul R. Hall (Seal)

Lujellen Cutts (Seal)
LUJELLEN CUTTS

STATE OF ALABAMA COFFEE COUNTY ENTERPRISE DIVISION
I, William R. Blair, Judge of Probate for said County, hereby certify that the foregoing instrument was filed in my office for record on the 14th day of December, 19 92, and duly recorded by me in Deed Book 35, Page 544 and 545.

STATE OF ALABAMA }
COFFEE COUNTY }

I further certify that the within copy of this instrument is a true and correct copy of the original as the same appears from the records of this office.

I, the undersigned, Lujellen Cutts, A/K/A ELLEN CUTTS, a married woman, a Notary Public in and for said County, in said State, whose name is in signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14th day of December, A. D., 19 92

Vicki M. Lichblau

My Commission Expires November 22, 1998 Notary Public.

39

19-01-02

EXHIBIT

tabbles

11 4
A

page 1 of 4



JEFFERSON TITLE CORPORATION
P.O. Box 10481 • Birmingham, AL 35201 • (205) 328-8020

This instrument was prepared by

(Name) D. Bruce McLean, Attorney at Law

(Address) 111 East College, Enterprise, AL 36330

QUITCLAIM DEED

THE STATE OF ALABAMA, COFFEE COUNTY

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of TEN DOLLARS

in hand paid to the undersigned, the receipt whereof is hereby acknowledged, the undersigned hereby releases, quitclaims, grants, sells, and conveys to

WILLIAM R. CUTTS and wife, LIANE H. CUTTS,

(hereinafter called Grantee), all my right, title, interest, and claim in or to the following described real estate, situated in

Coffee County, Alabama, to-wit:

A lot or parcel of land located in the City of Enterprise, Coffee County, Alabama and being more particularly described as follows; Beginning at the Northwest corner of Lot 6, Block "A", Airport Subdivision as recorded in Deed Book 28, Pages 544-545, Probate Office, Coffee County Courthouse, Enterprise, Alabama; thence S35°03'57"W 133.24 feet to a point; thence N36°38'31"W 28.23 feet to the Southeasterly right-of-way of Swenson Street; thence N47°10'47"E along the Southeasterly right-of-way of Swenson Street 127.21 feet to the Point of Beginning, said property being located in the NE¼ of the SW¼, Section 16, T4N, R22E and containing 0.04 acres more or less.

TO HAVE AND TO HOLD to said GRANTEE forever.

Given under my hand and seal, this 21st day of September 19 95

Witnesses:

Louise Warren (SEAL)
Louise Warren, unmarried (SEAL)

THE STATE OF ALABAMA)
COFFEE COUNTY)

I, the undersigned authority, a Notary Public

in and for said County, in said State, hereby certify that Louise Warren

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21st day of September 19 95

W. K. Mayo Jr.
Notary Public

STATE OF ALABAMA COFFEE COUNTY ENTERPRISE DIVISION

I, William O. Gammon, Judge of Probate for said County, hereby certify that the foregoing instrument was filed for my office for record on the 21st day of September 1995 at 11:36 AM, and duly recorded on page 36 of Book 28 and indexed.

Form ALA-36-Quitclaim Deed

I further certify that the privilege tax of \$ 3.00 has been paid as required by law.

#113644

for 3.00

William O. Gammon
Judge of Probate

208

STANDARD WARRANTY DEED

STATE OF ALABAMA
COFFEE COUNTY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to the undersigned Grantors in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged, we, **Vivian Murdock Paulson, Annice M. Farris, Albert Hershel Murdock and Mickey Lane Murdock** (herein referred to as Grantors) do grant, bargain, sell, and convey unto **Rick Cutts**, (herein referred to as Grantee) the following described real estate situated in Coffee County, Alabama, to-wit:


Lot No. 5, in Block A, with the dwelling and all other improvements thereon, in the City of Enterprise, Alabama, according to the Plat of Airport Subdivision made by C. Winston Cooper, which map or plat is recorded in the Office of the Judge of Probate, Enterprise, Alabama, in Deed Book 28, Pages 544 and 545.

Note: The above described property is that identical property conveyed by Wyllene Murdock to Emmie C. Baxley, Vivian Murdock Paulson, Annice M. Farris, Albert Hershel Murdock and Mickey Lane Murdock by warranty deed with right of survivorship dated 6-30-86 and recorded in Deed Book 125, Page 299 in the Office of the Probate Judge, Enterprise, Alabama. It is noted that Emmie C. Baxley has since died and Vivian Murdock Paulson, Annice M. Farris, Albert Hershel Murdock and Mickey Lane Murdock have survived her death and as such survivors have come to own the entire fee simple title in said real estate by virtue of the survivorship clause of the aforementioned deed. No part of this property constitutes the homestead of any Grantor or his or her spouse.

TO HAVE AND TO HOLD the same unto the said Grantee, his heirs and assigns forever. And we do for ourselves and our heirs, executors, and administrators, covenant with the said Grantee, his heirs and assigns, that we are lawfully seized in Fee Simple of said premises; that they are free from all encumbrances, and that we have a good right to sell and convey the said property; and that we will and our heirs, executors and administrators shall warrant and defend the same to the said Grantee, his heirs, executors and assigns forever, against the lawful claims of all persons whatsoever.

Given under our hands and seals this 10th day of July, 1998.


Vivian Murdock Paulson


Annice M. Farris

STATE OF ALABAMA

COUNTY OF COFFEE

*

*

*

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of TEN DOLLARS and other good and valuable consideration to **TINA LOUISE THOMAS LEWIS**, a married person, hereinafter referred to as Grantor, in hand paid by **WILLIAM R. CUTTS**, a married person, hereinafter referred to as Grantee, the receipt whereof is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantee the following described real estate, situated in Coffee County, Alabama, to-wit:

A lot or parcel of land located in the City of Enterprise, Coffee County, Alabama and being more particularly described as follows: Commencing at a point where the centerline of Walding Street intersects the South right-of-way of Swenson Street; thence N 53°36'00"E along the South right-of-way of Swenson Street 298.45 feet to a point; thence continue along the South right-of-way of Swenson Street N 58°14'00"E 50.00 feet to a point; thence continue along the South right-of-way of Swenson Street N 56°00'00"E 67.46 feet to the Point of Beginning; thence continue along the South right-of-way of Swenson Street N 56°00'00"E 44.00 feet to a point; thence S 52°55'51"E 35.19 feet to a point; thence S 36°41'00"W 69.60 feet to a point; thence N 23°40'06"W 57.24 feet to the Point of Beginning. Said property located in the NE¼ of the SW¼, Section 16, T4N, R22E and containing 0.057 acres more or less.

The Preparer of Instrument has acted as Scrivener only and makes no representations or warranties as to the title of the above described property.

TO HAVE AND TO HOLD TO THE SAID Grantee, his heirs and assigns forever.

And I do, for myself and my heirs, executors and administrators, covenant with the said Grantee, his heirs and assigns, that I lawfully seized in fee simple of said premises; that they are free from all encumbrance unless otherwise stated above; that I have a good right to sell and convey the

EXHIBIT

"B"

1 page

tabbies

LEGEND

CONCRETE FINISH
ADHESIVE SLABING

KEYED NOTES:
1. 0.0.0.0



NEW ENTERPRISE
REC AND AQUATICS
CENTER

STATION 100

C1.04

SS&L

BARGE

DESIGN SOLUTIONS

**Enterprise Parks and
Recreation**

Memo

To: City Council and Mayor Cooper
From: Blake Moore, Superintendent
Date: July 12, 2023
Subject: Scoreboard Purchase

I am requesting permission to purchase one (1) multi-sport scoreboard to replace the one (1) scoreboard that was damaged in the storm on Donaldson Park Field 1, from Electro-Mech Scoreboard Company. The total amount of the purchase is \$9,656.00.

Thank you for your consideration and approval of this request.

**QUOTATION**

Quote Date: June 20, 2023

Quote Number: 0067934

Rev. 6/20/2023 12.13195

Page 1 of 2

Quote Prepared For:

City of Enterprise Rec. Dept.
311 E. Bronson
P.O. Box 311000
Enterprise, AL 36331

Contact Information and Notes:

City of Enterprise Rec. Dept.
311 E. Bronson
P.O. Box 311000
Enterprise, AL 36331

Customer ID		Payment Terms	Good Through	Sales Rep	
ALENTER4		NET 30 DAYS	7/20/2023	Lee Ann Kelly	
Qty.	Item ID	Description		Unit Price	Amount
1	319-40-3450	LX3450, MULTISPORT, 16FT X 8FT WIRELESS AND CASE \$912			Included

Freight:	Included
Sales Tax:	0.00
Quote Total:	9,656.00

Thank you for allowing us the opportunity to quote. Please call if you have any questions. To convert this quotation directly into an order, please provide a signature, purchase order number, and date on the lines shown below.

Signature of Authorized Purchaser_____
Purchase Order Number_____
Date

**QUOTATION**

Quote Date: June 20, 2023

Quote Number: 0067934

Rev. 6/20/2023 12.13195

Page 2 of 2

Standard Terms and Conditions

Payment Terms:

Upon acceptance of this proposal, unless another payment schedule is agreed upon in writing, the following Standard Payment Terms shall be applicable:

If Contract includes installation

50% Down payment
40% Due prior to shipping
10% Due upon completion of the installation

If Contract is supply only (no Installation)

50% Down payment
50% Due prior to shipping

Installation

Unless otherwise, specifically indicated on the attached quotation *and/or* indicated on the attached installation responsibility checklist, this proposal does **not** include the following materials and/or services:

-Stamped Engineered Drawings
-Additional Structure Dictated by Stamped Drawings
-Providing Conduit/Raceways
-Electrical Disconnect or Distribution Equipment
-Licensing or Permitting

-State & Local Taxes
-Providing Electrical Service to Location
-Installation of Foundations
-Unloading or Storing of Scoreboards
-Inside Delivery of Scoreboards

Exclusions

In the event that Electro-Mech Scoreboard Co. is under contract to perform all of, or a specified portion of the installation of the scoreboard, signage, and/or equipment outlined in the attached quotation, unless otherwise stated the proposal does **NOT** include: stamped engineered drawings or costs associated with the addition of structure or footings dictated/required by engineered drawings, auguring/digging of footings, supply, pouring or finishing of concrete, rebar cages for footing reinforcement, metal fabrication for base plates or structure, costs associated with the amendment of unsuitable soils (including but not limited to encountering water/water table, rock removal, backfilling of voids created by rock removal, sandy or silty soil, etc.), removal of excavated materials, or additional return trips due to circumstances not directly controlled by Electro-Mech Scoreboard Co. (e.g. *improper power provided, inclement weather, restricted access to the site, etc.*)

Assumptions

In the event that Electro-Mech Scoreboard Co. is under contract to perform all of, or a specified portion of the installation of the scoreboard, signage, and/or equipment outlined in the attached quotation, unless otherwise stated it will be the responsibility of the Owner/Purchaser to ensure the following criteria is met: Electro-Mech will have unobstructed access to the site/location during normal business hours (this access will include entranceways large enough to accommodate the size boom trucks, cranes, and/or lifts as required to perform the scope of work), a clear, unobstructed radius of 50 foot (minimum) around the scoreboard location for the duration of the installation, manufacturer's required power at the location prior to installation, access to power disconnect/breaker(s) for the scoreboard circuit(s), the Owner/Purchaser will be responsible for having a licensed electrician make final power termination.

Deviance

If the scoreboard delivery or installation encounters any instance that requires deviation from the agreed upon scope of work and/or pricing, the project may be stopped or delayed until a mutually agreed upon solution is negotiated between the Owner and Electro-Mech Scoreboard Co.

Acceptance

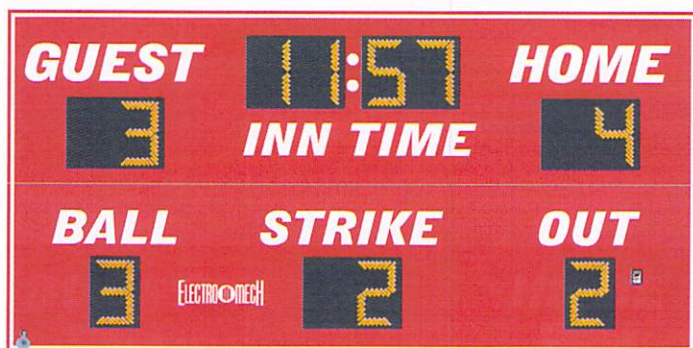
The undersigned declares that they have authority to enter into agreement on behalf of the Customer, and acknowledges & agrees to the above stated Terms & Conditions for the attached quotation. Further it is acknowledged that any changes to the agreed upon scope of work that affects pricing must be in writing and will be the responsibility of the Customer. Verbal agreements, changes, or discussion related to pricing or scope of work changes *will not* be valid.

Thank you for allowing us the opportunity to quote. Please call if you have any questions. To convert this quotation directly into an order, please provide a signature, purchase order number, and date on the lines shown below.

Signature of Authorized Purchaser_____
Purchase Order Number_____
Date

MODEL LX3450

 Outdoor
 Multi-Sport

 Reversible Captions
 for Baseball or Football


Dimensions	Weight	Cabinet Material	Caption Height	Accent Material
16 ft x 8 ft	340 lb	Aluminum	10 in, 9 in	2.4 mil cast vinyl
Digit Height	Indicator Size	Digit Colors	Electrical	
18 in	N/A	Amber or Red	2.2 Amps, 120 VAC	

STANDARD EQUIPMENT & FEATURES

- Double cabinet design with heavy duty extruded aluminum framing
- Light weight, rust free, all aluminum construction
- Mounting hardware for permanent installation on posts without the need for on site fabrication
- Automotive grade baked on enamel based paint applied to the scoreboard face
- Choice of 18 standard paint colors
- Choice of amber or red LED displays
- LED display circuit scoreboards conformal coated for outdoor use
- Full-sized 37-key control console with LCD display
- Fifty programmable brightness levels
- Control console includes fully programmable Practice Segment Timer mode
- Junction box and patch cable for hardwired installations
- Five-year limited warranty

OPTIONAL EQUIPMENT & UPGRADES

- Electronic Team Names
- ID panels with custom graphics, in a variety of sizes, shapes and styles, to mount above, below, or beside the scoreboard
- Extended configurations for ID panels built into the left or right side of the scoreboard cabinet
- Full color video and other electronic display panels
- Stadium Sound System packages
- Custom paint colors
- Team name in place of HOME
- Up to 1,000 feet of data cable for hardwired installations
- ScoreLink Wireless RF modem system for wireless communication
- Additional warranty and support plans

DIGITS / INDICATORS

All digits for this model are 18 inches tall. Digits are formed from matrices of super-bright, long-lasting, energy-efficient LEDs (Light Emitting Diodes). Choose either amber or red LEDs for all outdoor products. Our LED assemblies are protected by aluminum masks that allow the hard epoxy shells of the LEDs to be exposed for maximum viewing angles.

PAINT COLOR OPTIONS

Electro-Mech
 Scoreboard Company

72 Industrial Blvd. • Wrightsville, GA 31096

www.electro-mech.com • 800-445-7846

Rev 2.0.2017.06.08

Beverly Sweeney

From: Kim Hughes <khughes@enterpriseal.gov>
Sent: Thursday, July 13, 2023 8:03 AM
To: Beverly Sweeney
Cc: Thomas Hardy; Barry Mott; Justin Tolbert
Subject: Please add to next Council agenda for 7-18-23
Attachments: Bryan Building.png; WKMX Building - Carr.pdf

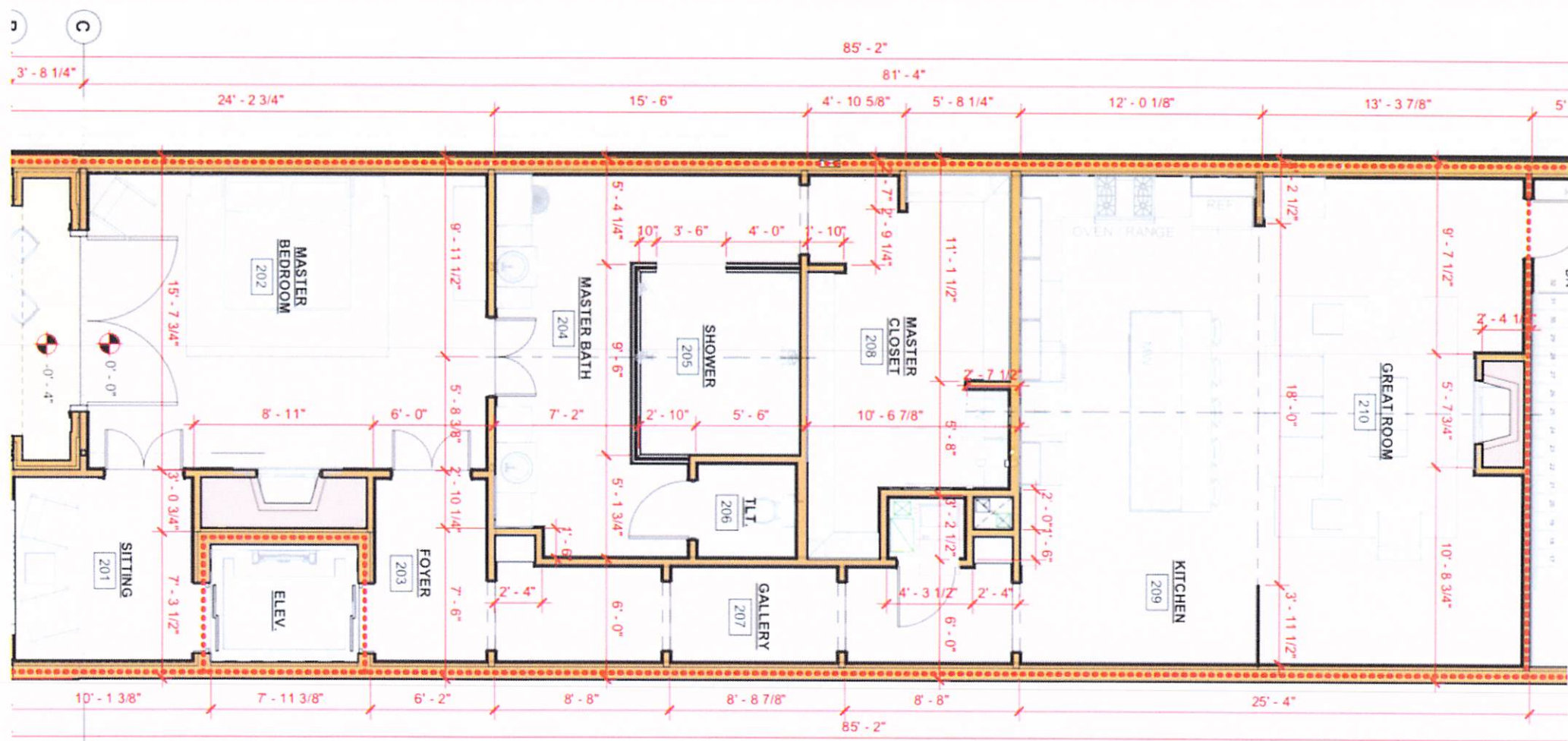
Please add the following two requests to the Council agenda for 7-18-2023:

A request by Navigator International to construct a balcony on the new Bryan building downtown that will overhang the public sidewalk.

A request by Donofro Architects to construct a balcony on the WKMX building downtown that will overhang the public sidewalk.

Both of these requests will have a completed application as soon as Rainer approves the application and permit. Until then, I've attached the drawings we have.

Kim Hughes
Engineering/Public Works
City of Enterprise
334-348-2671, ext. 8510



Date	Description

Proj. No.: 2248
Issue Date: 06.23.23

A NEW DEVELOPMENT
for
BRETT & NICKI BRYAN

ENTERPRISE, ALABAMA

Bradley & Schmidt
Architecture, PLLC

Phone (334) 794-2224
Fax (334) 794-2245
256 Honeysuckle Road, Suite #7 Dothan, AL 36305

