

**AGENDA
OCTOBER 17, 2023
CITY COUNCIL MEETING**

The Enterprise City Council will convene in Regular Session at 6:00 p.m., Tuesday, October 17, 2023 at the Enterprise Civic Center.

ROLL CALL.....President

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

APPROVAL OF AGENDA.....President

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

CONSIDERATION OF CONSENT AGENDA.....President

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

- City Council Meeting Minutes of October 3, 2023
- Contract Billings in the amount of **\$1,575,625.19** as follows:
 - Whaley Construction Co., Inc. -**
Application No. 9 - \$1,118,107.75 – Construction – Recreation & Aquatics Center
 - Blankenship Contracting, Inc. -**
Estimate No. 12 - \$42,485.65 – Construction – Hwy 167N Sewer Utilities Relocation
 - Beasley Construction Services, Inc. -**
Estimate No. 8 - \$308,988.47 – Construction – Multipurpose Rec Complex/Phase I
 - Poly, Inc. -**
Invoice No. 20025 - \$8,754.85 – Engineering Services – Hwy 167N Sewer Utilities Relocation
Invoice No. 20029 - \$7,185.90 – Construction Phase Services – Multipurpose Rec Complex/Phase I
Invoice No. 20034 - \$773.32 – Engineering/Technical Services – ADVA Home
Invoice No. 20035 - \$22,518.92 – Engineering Services – Dozier Road Improvements
Invoice No. 20036 - \$58,749.53 – Engineering/Design – FY24 Resurfacing/Phase IV
Invoice No. 20037 - \$1,304.98 – Surveying Services – Festival Site Utility Topo
 - Fine Geddie & Associates LLC -**
Invoice No. 2408 - \$6,250.00 – Contract Services – October 2023
 - USDA -**
Invoice No. 3004729537 - \$505.82 – Contract Services – Wildlife Damage Management
- Travel Requests as follows:
 - Municipal Court**
Paul Sherling
Ashley Marshall
2023 Annual Fall Conference
Gulf Shores, Alabama
November 2-4, 2023
Estimated Cost: \$3,000.00
 - Parks & Recreation**
Krista Hooper
ARPA LEAD Workshop
Mentone, Alabama
November 1-3, 2023
Estimated Cost: \$225.00
 - Police Department**
Captain Darrell Griswold
Captain Billy Haglund
Lieutenant Kyle Hale
Sergeant Matthew Saxon
Taser Instructor Certification Course
Florence, Alabama
November 5-6, 2023
Estimated Cost: \$2,537.54

REQUEST TO ADDRESS COUNCIL/PERMIT REQUEST.....President
(Wiregrass Honor Flight/Ruck March)

Recognize Travis Parker and Rachel Snipes, representing Wiregrass Honor Flight, who have requested to address the Council to obtain a permit to hold the Wiregrass Honor Flight “Ruck March – Sweat for Vets” on Saturday, November 11, 2023, from 7:00 a.m. until 12:00 p.m. The march will raise funds for flying veterans to Washington D.C., to see their respective monuments.

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

REQUEST TO ADDRESS COUNCIL/PERMIT REQUEST.....President
(EJWC/5K & Fun Run)

Recognize Meg Meeks, representing Enterprise Junior Women’s Club, who has requested to address the Council to obtain a permit to hold the club’s annual 5K and 1 Mile Fun Run on Saturday, March 2, 2024, from 7:30 a.m. until 1:00 p.m.

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

CONSIDER PERMIT REQUEST.....President
(Pinedale Elementary School/Red Ribbon Parade)

Introduce a request on behalf of Loree Cox, Pinedale Elementary School, to obtain a permit to hold the school’s annual “Say No to Violence and Be Drug Free” Red Ribbon Parade on Friday, October 27, 2023, from 8:30 a.m. until 9:30 a.m. Parade participants will line up on Sequoia Street. All participants will enter the school driveway from Sequoia Street/Shady Lane and Sequoia Street/Plaza Drive and exit from the school driveway onto Plaza Drive.

*****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

NONE.....President

NEW BUSINESS

REVIEW & CONSIDER RESOLUTION 10-17-23.....President
(The Townes at Crosswinds Subdivision)

Introduce and call for consideration of Resolution 10-17-23, providing to accept for maintenance the streets and other public easements/improvements which are expressly shown on the final plat of The Townes at Crosswinds Subdivision as public dedications, subject to the contingencies and matters as set out in the October 12, 2023 letter from Barry Mott to the Council.

AUTHORIZE MAYOR TO EXECUTE LEASE AGREEMENT.....President
(Clark’s Leather Works/Main Street Incubator)

Call for a motion to authorize the Mayor to execute an agreement between the City of Enterprise and Clark’s Leather Works for the lease of the Main Street Incubator located at 123 South Main Street as per the terms of the lease agreement.

AUTHORIZE POLICE CHIEF TO EXECUTE AGREEMENT.....President
(Police Department/Virtual Academy)

Call for a motion to authorize the Police Chief to execute a one-year agreement with Virtual Academy at a cost of \$3,700.00. Virtual Academy maintains hundreds of relevant and up-to-date training resources for police officers and dispatchers. EPD will also utilize a Field Training Module within Virtual Academy to maintain paperless training records for new recruits.

REQUEST PERMISSION TO PURCHASE INVENTORY.....President
(Parks & Recreation/Stack Chairs & Chair Dollies)

Introduce and call for consideration of a request from Billy Powell, Director of Community Services and Recreation, to purchase stack chairs and chair dollies for the new recreation facility from Hudson’s Office Supply under the Alabama State Contract Tips program. The total cost of the purchase is \$79,652.56.

REQUEST PERMISSION TO PURCHASE INVENTORY.....President
(Parks & Recreation/Seating)

Introduce and call for consideration of a request from Billy Powell, Director of Community Services and Recreation, to purchase stools, task chairs, and guest seating for the new recreation facility from Office Master, Inc. under the Alabama State Contract Tips program. The total cost of the purchase is \$26,971.26.

MAYORS REPORT.....President

COUNCIL MEMBERS COMMENTS.....President

ADJOURNMENT: 5:00 p.m., Tuesday, November 7, 2023 Council Work Session.....President

ADDENDUM:

TO: MAYOR AND CITY COUNCIL
FROM: BEVERLY SWEENEY, CITY CLERK
RE: CONSENT AGENDA FOR OCTOBER 17, 2023 COUNCIL MEETING
DATE: OCTOBER 13, 2023

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

A. The minutes of the October 3, 2023 Regular Session.

B. Contract Billings in the amount of \$1,575,625.19 as follows:

Whaley Construction Co., Inc. -

Application No. 9 - \$1,118,107.75 – Construction – Recreation & Aquatics Center

Blankenship Contracting, Inc. -

Estimate No. 12 - \$42,485.65 – Construction – Hwy 167N Sewer Utilities Relocation

Beasley Construction Services, Inc. -

Estimate No. 8 - \$308,988.47 – Construction – Multipurpose Rec Complex/Phase I

Poly, Inc. -

Invoice No. 20025 - \$8,754.85 – Engineering Services – Hwy 167N Sewer Utilities Relocation

Invoice No. 20029 - \$7,185.90 – Construction Phase Services – Multipurpose Rec Complex/Phase I

Invoice No. 20034 - \$773.32 – Engineering/Technical Services – ADVA Home

Invoice No. 20035 - \$22,518.92 – Engineering Services – Dozier Road Improvements

Invoice No. 20036 - \$58,749.53 – Engineering/Design – FY24 Resurfacing/Phase IV

Invoice No. 20037 - \$1,304.98 – Surveying Services – Festival Site Utility Topo

Fine Geddie & Associates LLC -

Invoice No. 2408 - \$6,250.00 – Contract Services – October 2023

USDA -

Invoice No. 3004729537 - \$505.82 – Contract Services – Wildlife Damage Management

C. Travel Requests as follows:

Municipal Court

Paul Sherling

Ashley Marshall

2023 Annual Fall Conference

Gulf Shores, Alabama

November 2-4, 2023

Estimated Cost: \$3,000.00

Parks & Recreation

Krista Hooper

ARPA LEAD Workshop

Mentone, Alabama

November 1-3, 2023

Estimated Cost: \$225.00

Police Department

Captain Darrell Griswold

Captain Billy Haglund

Lieutenant Kyle Hale

Sergeant Matthew Saxon

Taser Instructor Certification Course

Florence, Alabama

November 5-6, 2023

Estimated Cost: \$2,537.54

CITY COUNCIL MEETING MINUTES OF OCTOBER 3, 2023

The Enterprise City Council convened in Regular Session at 6:00 p.m., Tuesday, October 3, 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, with amendment to delete the following item:

- Request to Address Council/Permit Request (Wiregrass Honor Flight/Ruck March)

Council Member Rich moved to approve the agenda of the meeting as amended. 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.

CONSIDERATION OF CONSENT AGENDA

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

- City Council Work Session Minutes of September 5, 2023
- City Council Work Session Minutes of September 19, 2023
- City Council Meeting Minutes of September 19, 2023
- Accounts Payable (A) for September 2023 in the amount of **\$863,787.24** as follows:
City of Enterprise - \$728,775.22 Water Works Board - \$135,012.02
- Accounts Payable (B) for September 2023 in the amount of **\$2,097.09** as follows:
City of Enterprise - \$2,097.09
- Contract Billings in the amount of **\$2,044,099.95** as follows:
Whaley Construction Company, Inc. -
Application No. 8 - \$1,715,465.26 – Construction – Recreation & Aquatics Center
Beasley Construction Services, Inc. -
Application No. 2 - \$55,323.25 – Construction – New Pickleball Courts
Hollon Contracting, LLC -
Application No. 1 - \$229,022.67 – Construction – New Corporate Hangar
Barge Design Solutions -
Invoice No. 214220 - \$15,000.00 – ESA Phase I – AIP No. 3-01-0027-026-2023
Invoice No. 214226 - \$18,739.71 – Contract Services – AIP No. 3-01-0027-025-2022
CDG -
Invoice No. 1108 - \$7,232.76 – Engineering Services – AL27/Shellfield Roundabout
KPS Group -
Invoice No. 17 - \$1,596.30 – Contract Planning Services – August 2023
Ewing-Conner and Associates, Inc. -
Invoice No. 11 - \$1,720.00 – Contract Administrative Services – 2021 CDBG Demotion Project
- Travel Request as follows:
Tourism
Tammy Doerer
Alabama-Mississippi-Tennessee Rural Conference
Cleveland, Mississippi
October 23-25, 2023
Estimated Cost: \$1,700.00
- Request to Dispose as follows:
Administrative
(6) Optiplex 390 City ID #9903/9907/9905/9906/9902/9904
(1) Optiplex 3010 City ID #10402
(1) Dell Monitor City ID #8592
(1) Canon Printer City ID #5844
(1) Dell PC T3430 City ID #8513
(2) Dell Optiplex 980 City ID #8641/8594
(1) Dell Optiplex 7010 City ID #10649
(3) Dell Optiplex 3010 City ID #5285/10648/03850
(1) Canon Printer City ID #0052
(1) Acer Monitor City ID #9901
(8) Dell Monitor City ID #8621/8898/8512/8537/8645/8651/8679/10373
(1) Dell Laptop City ID #5107

CONSENT AGENDA (Continued):**Police Department**

- (1) Black Orion TV/VHS player -04486
- (1) Black APC back-ups PRO -1500
- (2) Brown cloth wooden chair
- (2) Black wheelie chair
- (1) Brown desk w/ 3 drawers
- (7) Blue metal chairs City ID #03249/66801/6682/6604/6624/6623
- (1) Brown filing cabinet, 4drawer City ID#6615
- (1) Black short 2 door cabinet
- (1) Metal in car system – mobile vision
- (1) Black 4 door filing cabinet City ID#6616
- (2) Wooden cork board
- (1) Gray fire king 4 door cabinet
- (1) Black Epson work force 845 printer
- (1) Black HP laser jet pro MFP Printer
- (8) Brown 3 over 3 locker set City ID #6625/6626
- (1) Large blue/black wheelie chair
- (1) Brown 4 cabinet filing City ID #02673
- (2) Black FUNAI VHS & DVD recorder
- (1) FUNAI VHS/DVD SN# J29530825
- (1) Magnavox VHS/DVD SN# D42912330
- (1) Magnavox VHS/DVD SN# D30275219
- (1) Orion TV/VSH Combo SN# 065480429302
- (1) Panasonic VHS/DVD SN# LJ6HK08244R
- (1) Blue office chair City ID #6680
- (1) HIKVISION camera system for Drager & on-call room
- (1) 2018 ford explorer prisoner partition
- (1) Harris center console
- (1) K-9 American Aluminum partition
- (4) Cargo partitions
- (1) Federal Signal integrity light bar
- (1) Setna push bar
- (4) Door panel
- (3) Rear Ford explorer seats
- (2) Federal signal legends
- (1) Black Sonim XP8
- (3) Black UAG tablet
- (2) Brown cork boards
- (1) Small brown cabinet
- (1) White microwave
- (1) Red Mr. Coffee
- (1) Brown cabinet (tall)
- (1) Dry erase board
- (1) Blue/brown wheeled chair
- (1) Brown/Silver wheeled chair
- (1) Black/white small desk
- (1) Brown 4 cabinet filer City ID #02860
- (1) Black 5 cabinet filer
- (1) Gray small 2 cabinet filer
- (1) Broken black 2 cabinet filer
- (1) Black 4 cabinet filer City ID #04801
- (1) Large 2 door locker
- (1) Black chair
- (2) White small table
- (1) Gray 2 door filer City ID #8618
- (2) Brown 4 cabinet filer City ID #5167/02877
- (3) Black/blue chairs City ID #0323/03240/03263
- (1) Brown/blue chair
- (1) Brown metal chair
- (1) Blue/black wheeled chair
- (1) Gray/white HP deskjet 6122 printer
- (1) Brown metal desk w/ 6 drawers
- (1) Brown wooden desk
- (1) Black tuft box labeled "Drager" City ID #04336
- (5) Black pelican case
- (1) Black tactical technologies inc box
- (1) Gray/black camera stand
- (1) Black/gray wheeled chair

CONSENT AGENDA (Continued):

- (1) Black Sentry safe
- (1) Black ULTRAK VHS player
- (1) Black super circuit case containing system
- (3) Black/blue chair City ID #03269/03256/03253
- (1) Black leather wheeled chair
- (1) Black/white HP color laserjet CP2025
- (1) Black Epson printer
- (3) Brown cork boards
- (1) JVC camcorder City ID #581
- (1) Digital Ally IFE 20 SN# IFG-20-16230492
- (1) Digital Ally IFE 20 SN# IFG-20-16230473
- (2) Digital Ally antennas
- (1) L3 monitor (3.5") SN# BPQL0208REV.C05
- (1) L3 flash back 2 model FB2-k
- (1) Digital Ally DVM800 SN#1D0398EB (rearview mirror)
- (1) Digital Ally camera SN# CF12-17090124
- (1) Digital Ally camera SN# CF12-17090125
- (1) Mobile vision camera SN# K29102011M2J30149
- (1) Digital Ally camera
- (1) L3 body pack & charger
- (1) Digital Ally rearview mirror camera SN# 1D03-A751
- (1) Digital Ally camera SN# CF10-1919-0206
- (1) Digital Ally IFE -20 SN# IFH-20-18510063
- (2) Fusion stick light bars x 2
- (1) Broken mount & accessories
- (1) GH Armor Ballistic Panel – SN# S1425360
- (1) GH Armor Ballistic Panel – SN# S1529229
- (1) GH Armor Ballistic Vest – SN# S137439, SN# S137440
- (1) GH Armor Ballistic Vest – SN# S14797, SN# S14798
- (1) GH Armor Ballistic Vest – SN# S1717593, SN# S1717594
- (1) GH Armor Ballistic Vest – SN# S1719185, SN# S1719184
- (1) GH Armor Ballistic Vest – SN# S1634985, SN# S1634986
- (1) GH Armor Ballistic Vest – SN# S1529227, SN# S1529228
- (1) GH Armor Ballistic Vest – SN# S1017886, SN# S1017885
- (1) GH Armor Ballistic Panel – SN# S1521415
- (1) GH Armor Ballistic Panel – SN# S1529230
- (1) GH Armor Ballistic Panel – SN# S1719188
- (1) GH Armor Ballistic Panel – SN# S14803
- (1) GH Armor Ballistic Panel – SN# S1719189
- (1) GH Armor Ballistic Panel – SN# S1521416
- (1) GH Armor Ballistic Panel – SN# S14804
- (1) Point Blank Ballistic Vest – SN# 0300681818, SN# 0300681819
- (1) Matrix Ballistic Vest – SN# S14976
- (1) unknown brand and unknown serial number Ballistic Vest

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

CONSIDER PERMIT/STREET CLOSURE REQUEST (Main Street Enterprise/Mardi Gras on Main)

The President called for a motion to approve the following permit request as submitted:

- Mardi Gras on Main
 Event Time/Date: 5:00 p.m. – 9:00 p.m., Friday, January 26, 2024
 Rain Date: Friday, February 2, 2024
 Street Closure: 3:00 p.m. – 10:00 p.m.
 Closure Area: East College Street (Alleyway to Main) & West College Street (Main to Alleyway)

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

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

The President recognized John Carr, who requested the city's assistance with stormwater drainage issues at his home on County Road 744. Council President Townsend advised he would follow up with Mr. Carr after the meeting to discuss.

STAFF REPORTS

Tourism Director Tammy Doerer submitted a proposed permit/street closure for the Enterprise Junior Women's Club 5K and 1 Mile Fun Run, scheduled for March 2, 2024. Council Members will review and consider the request at the October 17, 2023 Council Meeting.

OLD BUSINESS**PUBLIC HEARING & CONSIDERATION/RESOLUTION 10-03-23 (Notice to Vacate Portion of Dozier Road)**

Council President Townsend called for a public hearing as advertised, posted, and served prior to consideration of Resolution 10-03-23 related to the partial vacation of Dozier Road. The President opened the public hearing for public comment from anyone wishing to speak on the matter. Robin Richard, a resident of County Road 270, stated she was not opposed to the vacation but requested city officials to ensure signage and GPS maps are updated to reflect the change. No other comments were offered. The President closed the public hearing and inquired of the City Clerk, Mayor, City Council and City Staff present as to if the City had received any written objection to the proposed partial vacation request. Hearing none, the President called for consideration of Resolution 10-03-23, providing to vacate the portion of Dozier Road described as follows:

That portion of the street and right of way (approximately 30 feet in width) known as Dozier Road from the intersection of Hickman Road and Dozier Roads, to include the intersection flares and rights of ways of said Roads, from and including said intersection and then running west to the southeast corner of the real property owned currently by the Industrial Development Board of the City of Enterprise (said ID Board property being referred to in the Coffee County Revenue Commissioner's office as Parcel No. 19-09-09-30-0-000-010.001).

Council Member Rich moved to adopt Resolution 10-03-23. 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 Resolution 10-03-23 duly passed and adopted.

PUBLIC HEARING & CONSIDERATION/RESOLUTION 10-03-23-A (Notice to Vacate Portion of Hickman Road)

Council President Townsend called for a public hearing as advertised, posted, and served prior to consideration of Resolution 10-03-23-A related to the partial vacation of Hickman Road. The President opened the public hearing for public comment from anyone wishing to speak on the matter, and there were none. The President closed the public hearing and inquired of the City Clerk, Mayor, City Council and City Staff present as to if the City had received any written objection to the proposed partial vacation request. Hearing none, the President called for consideration of Resolution 10-03-23-A, providing to vacate the portion of Hickman Road described as follows:

That portion of the street and right of way (approximately 30 feet in width) known as Hickman Road from the intersection of Hickman Road and Dozier Roads, to include the intersection flares and rights of ways of said Roads, from and including said intersection and then running south to the northwest corner of property along Hickman Road currently owned by Lanny Perdue and Sandra Perdue along Hickman Road (said Perdue property being referred to in the Coffee County Revenue Commissioner's Office as Parcel No. 19-09-09-32-2-000-003.001).

Council Member Johnson moved to adopt Resolution 10-03-23-A. 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 10-03-23-A duly passed and adopted.

REVIEW & CONSIDER BID RECOMMENDATION (FY 24 Resurfacing Improvements, Phase IV)

The President introduced and called for consideration of a recommendation from Consulting Engineer Glenn Morgan to award the bid for FY24 Resurfacing Improvements, Phase IV to Wiregrass Construction Company, Inc. in the amount of \$1,540,971.10 (Base Bid + Alternates 1 & 2). The lowest bid received was submitted by Lewis, Inc., however, Lewis, Inc. withdrew their bid on September 28, 2023. Other bids received are as follows:

- Midsouth Paving, Inc. \$1,614,581.50

Council Member Padgett moved to award the bid to Wiregrass Construction Company, Inc. in the amount of \$1,540,971.10. 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.

PUBLIC HEARING & CONSIDERATION/ABC LICENSE REQUEST (Mirandas Mexican Restaurant)

The President called for a public hearing prior to consideration of a request from Mirandas Mexican Restaurant LLC d/b/a Mirandas Mexican Restaurant for a Restaurant Retail Liquor license located at 2952 Rucker Boulevard. No comments were offered. The President closed the hearing and called for consideration of the ABC license request.

Council Member Goolsby moved to approve the ABC license 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.

NEW BUSINESS**INTRODUCE ORDINANCE 10-03-23 (GO Warrants, Series 2023)**

The President introduced Ordinance 10-03-23 related to the issuance of General Obligation Warrants, Series 2023.

Council Member Johnson moved to suspend the rules to allow for immediate consideration of Ordinance 10-03-23. 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 called for consideration of Ordinance 10-03-23.

Council Member Goolsby moved to adopt Ordinance 10-03-23. Council Member Johnson seconded the motion. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried and Ordinance 10-03-23 duly passed and adopted.

REVIEW & CONSIDER RESOLUTION 10-03-23-B (FY 2024 Chamber of Commerce Contract)

The President introduced and called for consideration of Resolution 10-03-23-B, providing for the renewal of the annual contract with the Enterprise Chamber of Commerce in the sum of \$105,000.00 for general funding, tourism assistance and hospitality functions to be paid in quarterly payments.

Council Member Rich moved to adopt Resolution 10-03-23-B. Council Member Johnson seconded the motion. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried and Resolution 10-03-23-B duly passed and adopted.

REVIEW & CONSIDER RESOLUTION 10-03-23-C (FY 2024 Wiregrass Economic Development Corporation Contract)

The President introduced and called for consideration of Resolution 10-03-23-C, providing for the renewal of the annual contract with Wiregrass Economic Development Corporation in the sum of \$110,000.00 to be paid in quarterly payments.

Council Member Padgett moved to adopt Resolution 10-03-23-C. 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 Resolution 10-03-23-C duly passed and adopted.

REVIEW & CONSIDER RESOLUTION 10-03-23-D (Set Salaries of Certain Department Heads)

The President introduced and called for consideration of Resolution 10-03-23-D, providing to set the salaries of certain department heads.

Council Member Rich moved to adopt Resolution 10-03-23-D. 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 Resolution 10-03-23-D duly passed and adopted.

AUTHORIZE MAYOR TO EXECUTE AGREEMENT (ADEM/Wastewater Treatment Facilities Upgrades Project)

The President called for a motion to authorize the Mayor to execute a grant agreement in the amount of \$3,340,000.00 with the Alabama Department of Environmental Management (ADEM) for the Wastewater Treatment Facilities Upgrades project.

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

AUTHORIZE MAYOR TO EXECUTE PROPERTY PURCHASE AGREEMENT

The President called for a motion to authorize the Mayor to execute a property purchase agreement with John Dowling and Richard Dowling for the purchase of approximately 30 acres of land in close proximity to the current grinding site.

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

RESIGNATION OF HR DIRECTOR

Council President Townsend called upon Mayor Cooper to read Christina Meissner’s resignation letter.

The President called for a motion to accept the resignation and authorize the Mayor to execute those documents or agreements upon the terms that he deems appropriate to complete the transition and begin looking for a new HR Director.

Council Member Rich moved to accept the resignation and authorize the Mayor to execute those documents or agreements upon the terms that he deems appropriate to complete the transition and begin looking for a new HR Director. 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.

MAYORS REPORT

Mayor Cooper provided announcements, reports, and updates from various departments 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 adjourned the Regular Session at 6:30 p.m.

Turner Townsend
Council President

Beverly Sweeney
City Clerk

CONTRACT BILLINGS REGISTER

OCTOBER 17, 2023

1. **Whaley Construction Co., Inc. -**
Application No. 9 - \$1,118,107.75 – Construction – Recreation & Aquatics Center
2. **Blankenship Contracting, Inc. -**
Estimate No. 12 - \$42,485.65 – Construction – Hwy 167N Sewer Utilities Relocation
3. **Beasley Construction Services, Inc. -**
Estimate No. 8 - \$308,988.47 – Construction – Multipurpose Rec Complex/Phase I
4. **Poly, Inc. -**
Invoice No. 20025 - \$8,754.85 – Engineering Services – Hwy 167N Sewer Utilities Relocation
Invoice No. 20029 - \$7,185.90 – Construction Phase Services – Multipurpose Rec Complex/Phase I
Invoice No. 20034 - \$773.32 – Engineering/Technical Services – ADVA Home
Invoice No. 20035 - \$22,518.92 – Engineering Services – Dozier Road Improvements
Invoice No. 20036 - \$58,749.53 – Engineering/Design – FY24 Resurfacing/Phase IV
Invoice No. 20037 - \$1,304.98 – Surveying Services – Festival Site Utility Topo
5. **Fine Geddie & Associates LLC -**
Invoice No. 2408 - \$6,250.00 – Contract Services – October 2023
6. **USDA -**
Invoice No. 3004729537 - \$505.82 – Contract Services – Wildlife Damage Management

TOTAL CONTRACT BILLINGS - \$1,575,625.19

Item Id	Description	Contract Amount	Percent Complete	Total Billed	Previous Billed	Total This Invoice
1605	FEEDERS	207,992.00	68.00 %	141,434.56	128,955.04	12,479.52
1606	POWER BRANCH CIRCUITS	401,232.00	12.00 %	48,147.84	40,123.20	8,024.64
1607	LIGHTING BRANCH CIRCUITS	373,684.00	12.00 %	44,842.08	37,368.40	7,473.68
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	25.00 %	44,892.50	44,892.50	
1611	GENERATOR ROUGH IN & INSTAI	77,477.00	10.00 %	7,747.70	7,747.70	
1612	LIGHTING	339,679.00	6.00 %	20,380.74	20,380.74	
1700	CONTINGENCIES AND ALLOWAN					
1701	UNFORSEEN	500,000.00	65.00 %	325,000.00	300,000.00	25,000.00
Total		23,074,155.00	38.02 %	8,773,603.57	7,596,648.02	1,176,955.55

Accompanying Documentation:	GROSS AMOUNT DUE	\$8,773,603.57
	PLUS ADD-ONS	0.00
	PLUS TAX	0.00
	LESS RETAINAGE	438,680.36
	AMOUNT DUE TO DATE	8,334,923.21
	LESS PREVIOUS PAYMENTS	5,501,350.20
	AMOUNT DUE ALL APPLICATIONS	2,833,573.01
	AMOUNT DUE THIS APPLICATION	\$1,118,107.75

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 09/26/23

WHALEY CONSTRUCTION COMPANY, INC.

CONTRACTOR

By 
(Authorized Signature)

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 10/5/23

Jose A. Solorzano

ARCHITECT

By 
(Authorized Signature)

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

ANALYSIS OF WORK PERFORMED:

(A) Cost of original contract work performed to date	\$970,267.00
(B) Change Order work performed to date	\$83,211.60
(C) Total Cost of work performed to date	\$1,053,478.60
(D) Stored Materials	\$0.00
(E) Subtotal of Items (c) and (d)	\$1,053,478.60
(F) Less: Amount retained in accordance with contract terms	\$10,000.00
(G) Net amount earned on contract work to date	\$1,043,478.60
(H) Less: Amount of previous payments	\$1,000,992.95
(I) BALANCE DUE THIS PAYMENT	\$42,485.65

CONTRACTOR'S CERTIFICATION

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

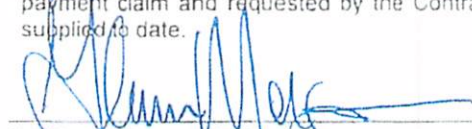
I further certify that the labor and materials listed on this request for payment have been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment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


D Arsey Stewart, Jr., Vice President

10/9/2023
Date

ENGINEER'S CERTIFICATION

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


C. Glenn Morgan, Poly, Inc

10/11/2023
Date

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


ANALYSIS OF WORK PERFORMED:

(A) Cost of original contract work performed to date	\$2,628,857.05
(B) Change Order work performed to date	
(C) Total Cost of work performed to date	\$2,628,857.05
(D) Stored Materials	\$0.00
(E) Subtotal of Items (c) and (d)	\$2,628,857.05
(F) Less: Amount retained in accordance with contract terms	\$98,839.73
(G) Net amount earned on contract work to date	\$2,530,017.32
(H) Less: Amount of previous payments	\$2,221,028.85
(I) BALANCE DUE THIS PAYMENT	\$308,988.47

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.

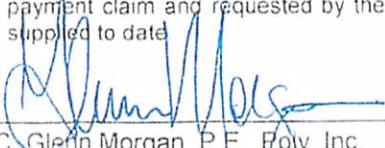
I further certify that the labor and materials listed on this request for payment have been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location, and payment 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, Project Manager

10/6/2023
Date

ENGINEER'S CERTIFICATION

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


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

10/11/2023
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

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

INVOICE : 20025
DATE: 10/10/23
TERMS: NET 30 Days
JOB NO.: 11-347.01

Attn: Mrs. Beverly Sweeney, City Clerk

FOR PROFESSIONAL SERVICES RENDERED AS FOLLOWS:

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

Phase I Engineering

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

Phase II Engineering

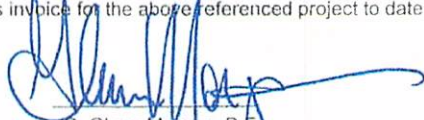
Previous Invoice 18590 (01/19/20 - 01/21/21)	\$5,296.09
Previous Invoice 18894 (01/22/21 - 09/11/21)	\$28,860.57
Previous Invoice 19103 (09/12/21 - 02/12/22)	\$2,797.60

Phase III Engineering

Previous Invoice 19103 (09/12/21 - 02/12/22)	\$419.94
Previous Invoice 19193 (02/13/22 - 03/31/22)	\$1,547.04
Previous Invoice 19230 (04/01/22 - 05/07/22)	\$7,667.68
Previous Invoice 19301 (05/08/22 - 06/04/22)	\$5,881.87
Previous Invoice 19301 (06/05/22 - 10/11/22)	\$20,824.19
Previous Invoice 19521 (10/11/22 - 11/04/22)	\$12,613.07
Previous Invoice 19545 (11/05/22 - 11/30/22)	\$7,372.22
Previous Invoice 19591 (12/01/22 - 01/10/23)	\$6,917.72
Previous Invoice 19632 (1/11/23 - 02/08/23)	\$9,032.14
Previous Invoice 19697 (2/09/23 - 03/10/23)	\$8,695.43
Previous Invoice 19697 (3/11/23 - 04/14/23)	\$4,591.90
Previous Invoice 19816 (4/15/23 - 05/12/23)	\$1,815.70
Current Invoice (See Attached Spreadsheet)	\$8,754.85

Total Amount	\$151,719.71
Less Previous Invoices	\$142,964.86
Amount Due This Invoice	\$8,754.85

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


C. Glenn Morgan, P.E.
Principal Engineer

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

THANK YOU FOR YOUR BUSINESS!



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

INVOICE : 20029
DATE: 10/11/23
TERMS: NET 30 Days
JOB NO.: 11-443

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 66% \$47,520.00

Construction: (2/20/23 - 9/30/23):

Resident Project Representative II:

502.50 hrs. (Reg.) x \$93.30/hr. \$46,883.25

63 hrs. (OT) x \$139.95/hr. \$8,816.85

Total Amount \$103,220.10

Less Previous Payments \$96,034.20

Amount Due This Invoice \$7,185.90

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

Attn: Mrs. Beverly Sweeney, City Clerk

INVOICE : 20034
DATE: 10/12/23
TERMS: NET 30 Days
JOB NO.: 11-453

FOR PROFESSIONAL SERVICES RENDERED AS FOLLOWS:

RE: ADVA Home General Assistance

Engineering technical services rendered under Task Order No. 47-3 in providing general assistance related to construction of the new VA Home.

Poly, Inc. cost through 09/30/2023 \$24,744.78

Subconsultant Services - Wetland Delineation for Parkway
(previous invoice 18955)..... \$5,562.56

Total Amount \$30,307.34

Less Previous Invoices -\$29,534.02

Total Amount Due \$773.32

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 : 20035
DATE: 10/12/23
TERMS: NET 30 Days
JOB NO.: 11-453.01

Attn: Mrs. Beverly Sweeney, City Clerk

FOR PROFESSIONAL SERVICES RENDERED AS FOLLOWS:

RE: Dozier Road Improvements

Engineering services rendered under Task Order No. 47-5 and Amendment No. 1 to Task Order No. 47-5 in providing design phase services related to the above referenced project.

Poly, Inc. Engineering through 9/30/2023 \$30,000.00

Subconsultant Services - Topographic Survey (CDG) \$1,760.00

Additional Services:

ALDOT Permitting of Hwy 51 Turn Lane Improvements

Poly, Inc. cost through 09/30/23 \$5,143.15

Total Amount \$36,903.15

Less Previous Invoices \$14,384.23

Total Amount Due \$22,518.92

Approved:
Barry Mott
10/12/2023

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 : 20036
DATE: 10/12/23
TERMS: NET 30 Days
JOB NO.: 11-469

Attn: Mrs. Beverly Sweeney, City Clerk

FOR PROFESSIONAL SERVICES RENDERED AS FOLLOWS:

Re: FY24 Resurfacing Improvements - Phase IV

Engineering design services rendered under Task Order No. 56 for FY24 Resurfacing Improvements Phase IV:

Construction Amount - \$1,540,971.10
Contractor: Wiregrass Construction, Inc.

Amount Due Preliminary Design Phase:

\$1,540,971.10 x .50% x 100% \$7,704.86

Amount Due Final Design Phase:

\$1,540,971.10 x 3.25% x 100% \$50,081.56

Amount Due Bidding Phase:

\$1,540,971.10 x .25% x 25% \$963.11

Total Amount \$58,749.53

Less Previous Payments \$0.00

Amount Due This Invoice \$58,749.53

Approved:
Barry Mott
10/12/2023

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

THANK YOU FOR YOUR BUSINESS!



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

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

INVOICE : 20037
DATE: 10/12/23
TERMS: NET 30 Days
JOB NO.: 11-242

Attn: Mrs. Beverly Sweeney, City Clerk

FOR PROFESSIONAL SERVICES RENDERED AS FOLLOWS:

Re: Enterprise Festival Site Utility Topo

Surveying services rendered in connection with completing a field topographical survey and map of existing utilities at the above referenced project site located on Highway 167 North at the Civic Center under Task Order No. 47.

Total Amount	\$1,304.98
Less Previous Payments	\$0.00
Amount Due This Invoice	\$1,304.98

Approved:
Barry Mott
10/12/2023

FINE GEDDIE
& ASSOCIATES
LIMITED LIABILITY COMPANY

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

Invoice

Date	Invoice #
10/1/2023	2408

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



Animal and Plant Health Inspection Service (APHIS)

Enclose a copy of this bill with your check or money order made payable to "U.S. Department of Agriculture." Do not send cash. Please include the bill number and customer number on your check.

CUSTOMER NUMBER: 6019913
BILL NUMBER: 3004729537
P.O. NUMBER:
BILL DATE: 10/02/2023
SALES ORDER NUMBER: 6100029561

TO:

CITY OF ENTERPRISE
501 SOUTH MAIN STREET
ENTERPRISE, AL 36331-0000

Due Date: 11/01/2023

AMOUNT ENCLOSED:
\$

Please send all correspondence, inquiries,
and changes to:

ABSHELPLINE@USDA.GOV

MAIL PAYMENT TO:

USDA, APHIS, General
PO Box 979043
St Louis MO 63197-9000

PRINCIPAL:	\$	505.82
INTEREST:	\$	0.00
PENALTY:	\$	0.00
ADMINISTRATIVE COSTS:	\$	0.00
CURRENT CHARGES:	\$	505.82
ADVANCE APPLIED:	\$	0.00

Amount Due: \$ 505.82

Failure to make payment by the due date will result in the assessment of late payment charges (interest, penalty charges, and/or administrative costs) in accordance with your contract, permit or the debt collection act of 1982, as amended. Postmarks are not honored. Late fees do not apply for billings in advance of receipt of goods or services.

Current charges on this invoice include unbilled activity through 09/30/2023.

Description	Current Charges
Personnel Compensation	397.82
Program Support	108.00
Total Charges	505.82

**TRAVEL REQUESTS
CITY COUNCIL MEETING
OCTOBER 17, 2023**

Municipal Court

Paul Sherling
Ashley Marshall
2023 Annual Fall Conference
Gulf Shores, Alabama
November 2-4, 2023
Estimated Cost: \$3,000.00

Parks & Recreation

Krista Hooper
ARPA LEAD Workshop
Mentone, Alabama
November 1-3, 2023
Estimated Cost: \$225.00

Police Department

Captain Darrell Griswold
Captain Billy Haglund
Lieutenant Kyle Hale
Sergeant Matthew Saxon
Taser Instructor Certification Course
Florence, Alabama
November 5-6, 2023
Estimated Cost: \$2,537.54



CITY OF ENTERPRISE
TRAVEL REQUEST FORM

NAME OF EMPLOYEE: Paul Sherling
TITLE OF EMPLOYEE: Judge
DEPARTMENT: Municipal Court
ANTICIPATED TRAVEL DATES: November 2 - November 4, 2023
LOCATION OF TRAVEL: Gulf Shores, AL
SPECIFIC BUSINESS PURPOSE: 2023 Annual Fall Conference for CLE Required Hours
(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.)

Alabama Municipal Judges Association and Alabama Association of Municipal Attorney's
Regional Fall Conference.
Required CLE hours for the positions held by Judge Sherling and Ashley Marshall.
Registration, Hotel Rooms, Travel, Meals - \$1500

Employee Signature: 

Dept. Head Signature: _____

Date: 10/2/23

Date: _____



CITY OF ENTERPRISE
TRAVEL REQUEST FORM

NAME OF EMPLOYEE: Ashley Marshall
TITLE OF EMPLOYEE: Prosecuting Attorney
DEPARTMENT: Municipal Court
ANTICIPATED TRAVEL DATES: November 2 - November 4, 2023
LOCATION OF TRAVEL: Gulf Shores, AL
SPECIFIC BUSINESS PURPOSE: 2023 Annual Fall Conference for CLE Required Hours
(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.)

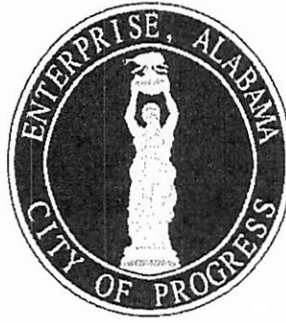
Alabama Municipal Judges Association and Alabama Association of Municipal Attorney's
Regional Fall Conference.
Required CLE hours for the positions held by Judge Sherling and Ashley Marshall.
Registration, Hotel Rooms, Travel, Meals - \$1500

Employee Signature: _____

Dept. Head Signature: _____

Date: _____

Date: _____



CITY OF ENTERPRISE
TRAVEL REQUEST FORM

NAME OF EMPLOYEE: Krista Hooper
TITLE OF EMPLOYEE: Program Coordinator
DEPARTMENT: Parks and Recreation
ANTICIPATED TRAVEL DATES: November 1-3, 2023
LOCATION OF TRAVEL: Mentone, AL.
SPECIFIC BUSINESS PURPOSE: ARPA LEAD Workshop
(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.)

LEAD will consist of leadership development/enhancement activities, including the FISH philosophy for leaders and team building exercises. As a part of the program, outdoor adventure programming will be used, which will require physical activity and participation. Classroom lecture, and other outdoor activities are used as well.

The cost of this trip per person is \$225.00
This includes meals, lodging, fuel and registration fee.

Employee Signature: _____

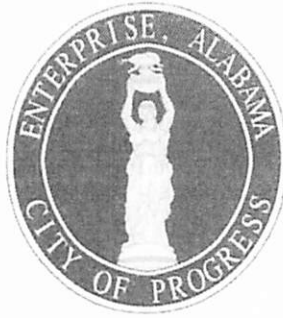
Dept. Head Signature: _____

Date: _____

10/5/23

Date: _____

10-5-23



CITY OF ENTERPRISE

TRAVEL REQUEST FORM

NAME OF EMPLOYEE: Cpt Griswold, Cpt Haglund, Lt Hale, Sgt. Saxon

TITLE OF EMPLOYEE: _____

DEPARTMENT: Police Department

ANTICIPATED TRAVEL DATES: November 5, 2023 - November 6, 2023

LOCATION OF TRAVEL: Florence, Al

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's will be attending the Taser Instructor Certification course. Sending these Officers will enhance the Enterprise Police Department ability to train it's Officer's in the proper use and deployment of their issued tasers. The course cost is \$495.00 per student. The Per Diem Rate will be \$40.00 a day per student. Hotel accommodations are approximately \$237.54 and will be at the Hampton Inn & Suites Florence Downtown, 505 South Court Street Florence, Alabama 35630.

Course Cost: \$ 1,980.00 (Four Officers)
Per Diem: \$ 320.00 (Four Officers)
Hotel Cost \$ 237.54
Total: \$ 2,537.54

Employee Signature: Lt. Hale

Date: 10/12/2023

Dept. Head Signature: M. D. Moore

Date: 10/12/2023

CITY OF ENTERPRISE
APPLICATION FOR A PARADE/PUBLIC DEMONSTRATION PERMIT

DATE: 9/29/23

NAME OF ORGANIZATION: Wiregrass Honor Flight PHONE: 334-494-7846

PERSON/ORGANIZATION RESPONSIBLE: Travis Parker PHONE: 334-494-7846

MAILING ADDRESS: 106 Deer Run Street
Enterprise, AL

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: "Ruck March - Stunt for Vets" on Veterans Day
to raise awareness & funds for flying Veterans to Washington, DC to see
their respective Monuments

(2) Date of Assembly: Nov. 11, 2023 (3) Hours: Begin 7:00^{register} End 12:00^{hock}

(4) Number of Persons: 50-100 Number of Animals: 6(?) Number of Floats: 0

(5) Route of parade: (Attach map if needed) 5 K - start Church on the Circle, right onto Circle
(staying off of the roadway), right onto N. Main, west through FHS and end at Church
11.1 mile - leave and end at Church going around the Circle.

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.

CITY OF ENTERPRISE
APPLICATION FOR A PARADE/PUBLIC DEMONSTRATION PERMIT

DATE: 27 September 2023

NAME OF ORGANIZATION: Enterprise Junior Women's Club **PHONE:** (334) 389-4754

PERSON/ORGANIZATION RESPONSIBLE: Primary - Meg Meek, Secondary – Racheal Gilley **PHONE:** M-(334) 389-4754
R-(334) 470-4149

MAILING ADDRESS: Meg Meek- 102 Fairway Drive, Enterprise AL 36330, meg.k.meek@gmail.com

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: A race to be held by EJWC to serve as a fundraiser to provide money for various organizations and people in Enterprise, AL.

(2) Date of Assembly: 02 March 2024 (3) Hours: Begin 7:30AM End 01:00 PM

(4) Number of Persons: 500 Number of Animals: 0 Number of Floats: 0

(5) Route of parade: (Attach map if needed) See attached map, which is the same route as run in the 2023 5k race.

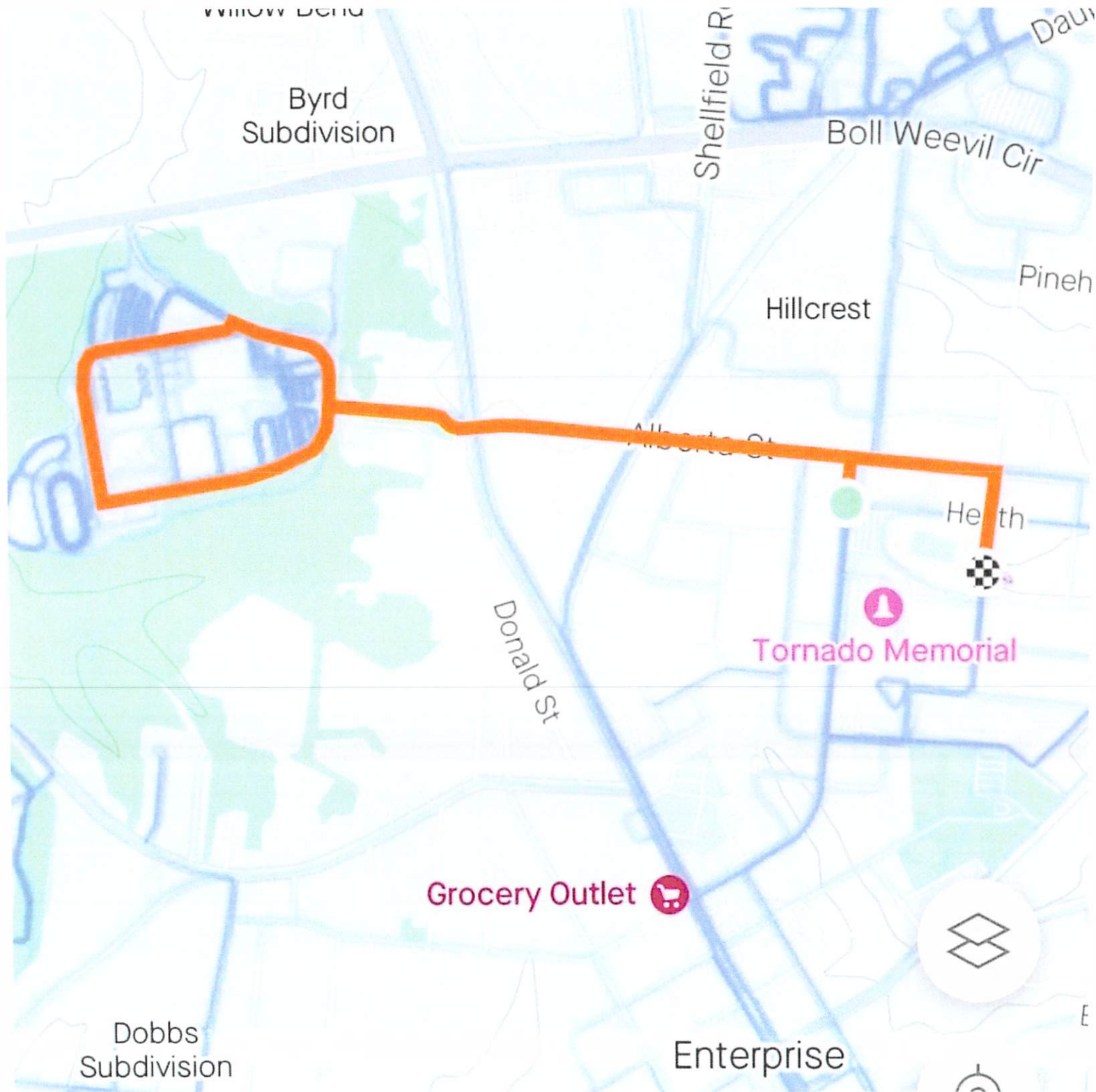
This requested permit is hereby () Granted () Denied

DATE: _____

William E. Cooper
Mayor
Enterprise, Alabama

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

Signed: Meg Meek
27 September 2023



CITY OF ENTERPRISE
APPLICATION FOR A PARADE/PUBLIC DEMONSTRATION PERMIT

DATE: 10 / 10 / 2023
NAME OF ORGANIZATION: Pinedale Elementary School PHONE: (334) 347-5460
PERSON/ORGANIZATION RESPONSIBLE: Loree Cox School Counselor PHONE: (334) 347-5460
MAILING ADDRESS: 207 Plaza Drive, 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: To hold our annual "Say No to Violence and Be Drug Free" Red Ribbon Parade.

(2) Date of Assembly: Friday Oct. 21, 2023 Hours: Begin 8:30 End 9:30

(4) Number of Persons: 350 Number of Animals: 0 Number of Floats: 0

(5) Route of parade: (Attach map if needed) Parade participants will line up on Sequoia Street. All participants will enter the school driveway from Sequoia Street and Shady Lane, and Sequoia Street and Plaza Dr. Participants will exit from the school driveway onto Plaza Drive.

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.

RESOLUTION 10-17-23

**ACCEPTING STREETS AND OTHER PUBLIC EASEMENTS/IMPROVEMENTS
THE TOWNES AT CROSSWINDS SUBDIVISION**

WHEREAS, the Enterprise Planning Commission and city staff have reported to the Council that as to The Townes at Crosswinds Subdivision, they recommend the approval and acceptance of the dedication of streets and other public easements/improvements which are expressly shown as public dedications on the final plat of said subdivision, for city maintenance;

NOW, THEREFORE, be it resolved in accordance with Ordinance 06-02-20-A, the City Council does accept for maintenance the streets and other public easements/improvements which are expressly shown on the final plat of The Townes at Crosswinds Subdivision as public dedications, as set out in the October 12, 2023 letter from Barry Mott to the Council, said letter incorporated by reference herein as if stated in full.

Duly Passed and Adopted this _____ day of _____, 2023.

COUNCIL:

Council President Turner Townsend
District #5

Council Member Sonya W. Rich
District #1

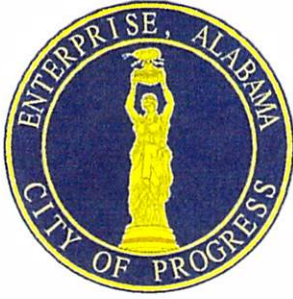
Council Member Eugene Goolsby
District #2

Council Member Greg Padgett
District #3

Council Member Scotty Johnson
District #4

ATTEST:

Beverly Sweeney
City Clerk



City of Enterprise

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

October 12, 2023

Enterprise City Council Members
City of Enterprise
Enterprise, Alabama

Council Members:

The Enterprise Planning Commission held a public hearing on October 10, 2023, to consider and act upon the following request:

A request by Longleaf Engineering, LLC, for final plat approval of The Townes at Crosswinds Subdivision.

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

Sincerely,

ENTERPRISE PLANNING COMMISSION
Barry Mott, PE
Administrative Official

COMMERCIAL LEASE

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

STATE OF ALABAMA, Coffee County

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness for Landlord:

_____:

Its: Mayor

Witness for Tenant:

Tenant: _____

By: (Name)

Its: _____

Witness for Tenant:

Tenant: _____

By: (Name)

Its: _____

VIRTUAL ACADEMY SOLUTION AGREEMENT

Cover Sheet

THIS VIRTUAL ACADEMY SOLUTION AGREEMENT (comprising this Cover Sheet and the Terms and Conditions attached hereto, collectively, the "Agreement") is entered into as of the date of the later signature below ("10/12/2024") by and between Virtual Academy, a division of Savant Learning Systems, Inc. ("Virtual Academy"), and the law enforcement agency identified below ("Enterprise Police Department").

A. WHEREAS, Virtual Academy has developed a comprehensive suite of content, products and services (each individually, a "Solution" and, collectively, the "Solutions") designed to permit Law Enforcement Agency to offer training online, which Solutions include Virtual Academy's custom on-line training management system ("TMS"), currently offered under the brand "Virtual Academy."

B. WHEREAS, Law Enforcement Agency desires to arrange for access to and use of the TMS and the additional Solutions specifically elected by Law Enforcement Agency ("Elected Solution(s)") as indicated below, and Virtual Academy is willing to provide such Elected Solutions, subject to the terms and conditions herein.

Elected Solutions

Package Options	Number of Users
Full TMS and Unlimited Courses at \$45per user per year	60
FTO Platform \$1,000	\$1,000

VIRTUAL ACADEMY, A DIVISION OF SAVANT
LEARNING SYSTEMS, INC.

By: Carrie Sutherland
(signature)
Name: Carrie Sutherland
Title: Director of Inside Sales
Date: 3/28/2023

(department name)
By: _____
(signature)
Name: _____
Title: _____
Date: _____

VIRTUAL ACADEMY SOLUTION AGREEMENT – TERMS AND CONDITIONS

1. **TMS Access.** Virtual Academy hereby grants Law Enforcement Agency a non-exclusive, limited, revocable, non-transferable, non-sublicensable right and license to access the TMS, subject to the terms of this Agreement, solely in connection with Law Enforcement Agency's offering of the training to its sworn and non-sworn employees and affiliates.

2. **Virtual Academy Warranty.** Virtual Academy warrants that (i) it will use commercially reasonable efforts to ensure that the TMS, courseware, instructional materials, software or source code do not contain any malware or other code that could cause damage to Law Enforcement Agency's computer systems or data; and (ii) it owns and/or has all necessary rights to use and to permit the use of the TMS, courseware, instructional materials, software or source code as provided herein. Virtual Academy makes no other warranty, express or implied, in connection with the Solutions, and hereby disclaims and excludes any warranty of fitness for a particular purpose and/or warranty of merchantability.

3. **Access.** Virtual Academy will use commercially reasonable efforts to provide continuous access to the Virtual Academy platform, excluding planned maintenance periods and unplanned downtime beyond the reasonable control of Virtual Academy. Law Enforcement Agency understands that Virtual Academy cannot guarantee access at all times. Virtual Academy shall not be responsible for any failure by Law Enforcement Agency or its officers to gain access to the Solutions due to causes beyond Virtual Academy's reasonable control, including power outages, and damage to or defects in computer hardware.

4. **Maintenance and Software Upgrades.** Maintenance and software upgrades to the TMS, courseware, instructional materials, software, or source code may be performed at the discretion of Virtual Academy. Virtual Academy agrees to provide Law Enforcement Agency with reasonable advance notice of scheduled maintenance and/or software upgrades.

5. **Compliance with Certain Regulatory Requirements.**

a. **Privacy Protection.** Each party will ensure that officer grades and/or other protected information related to this Agreement will be treated as confidential and protected from disclosure as required by federal and applicable state law. Officer grades are the property of Law Enforcement Agency and Law Enforcement Agency shall be responsible for maintenance of such data.

6. **Confidentiality.** To the extent permitted by applicable law, the terms of this Agreement are confidential. Except as required by law, neither party shall furnish confidential information of the other party to any unauthorized person or entity. Nothing in this section prevents Virtual Academy from issuing a mutually acceptable press release or naming Law Enforcement Agency as a client in advertising materials and/or as a case study of the TMS, courseware, instructional materials, software, or source code. Law Enforcement Agency further authorizes Virtual Academy to monitor performance and/or

service level information and data associated with Law Enforcement Agency's use of the TMS, courseware, instructional materials, software or source code, and Virtual Academy will seek authorization from Law Enforcement Agency to make such performance and/or service level information and data publicly available for promotional and/or advertising purposes.

7. **Intellectual Property.** Virtual Academy owns all right, title and interest in the intellectual property embodied in or related to the TMS, courseware, Solutions, instructional materials, software or source code (including any and all tangible and intangible ideas, items, works of authorship and other materials resulting from such Solutions, such as all works of authorship forming any part of the TMS, courseware, Solutions, instructional materials, software or source code, whether or not registered or capable of registration, including but not limited to the source code, any graphical or pictorial works such as but not limited to logos, graphical user interfaces, architecture and also including any copyrights, trade secrets, patents, trademarks, know-how and/or specifications). Virtual Academy shall retain ownership over all instructional and/or reference content, excluding officer data and supplemental Law Enforcement Agency or training materials uploaded by Law Enforcement Agency or any of its officers, employees or agents, or by users of the TMS.

8. **Proprietary Rights and Restrictions.** Virtual Academy holds and retains all right, title, and interest in its software, original applications, documentation, materials, and all other intellectual property. Nothing in this Agreement is intended to transfer any ownership rights to Law Enforcement Agency. Law Enforcement Agency shall not:

a. Decompile, disassemble, or reverse engineer, or attempt to decompile, disassemble or reverse engineer, the TMS, courseware, instructional materials, software or source code;

b. Modify or attempt to modify the TMS, courseware, instructional materials, software or source code;

c. Rent, lease, license, assign, sell or otherwise provide access to any unauthorized individual or entity to Virtual Academy's intellectual property, including the TMS, courseware, Solutions, instructional materials, software or source code, and also including any copyrights, trade secrets, patents, trademarks, know-how and/or specifications on a temporary or permanent basis;

d. Upload, or attempt to upload, to Virtual Academy's servers any information, material or content that infringes upon any third party copyright, trademark, patent or trade secret, or material or content that is in violation of any law of the United States;

9. **Trademarks.** During the term of this Agreement (and thereafter, for historical purposes), Law Enforcement Agency grants Virtual Academy a limited, non-exclusive license to use

Law Enforcement Agency's trademarks, as designated in writing by Law Enforcement Agency, solely for the purpose of fulfilling Virtual Academy's obligations and exercising Virtual Academy's rights hereunder.

10. Assignment. Law Enforcement Agency may not assign this Agreement, or any of its rights or obligations hereunder, in whole or in part, by operation of law or otherwise, without the express written consent of Virtual Academy, which Virtual Academy may withhold in its sole discretion.

11. Responsibilities of Law Enforcement Agency. Law Enforcement Agency agrees to perform the following:

a. Law Enforcement Agency will provide to Virtual Academy a list of enrolled officers and officer identification as is needed for Virtual Academy to perform its obligations under this Agreement. The list provided by Law Enforcement Agency will reflect officers enrolled as of the first day of implementation and will be provided to Virtual Academy a minimum of five (5) days prior to the initiation of implementation.

b. Law Enforcement Agency will arrange and provide for a qualified officer to administer and oversee Law Enforcement Agency's use and implementation of the TMS, courseware, instructional materials, software, source code and the Solutions in connection with the training. Law Enforcement Agency will ensure that all such officers participate in the training and orientation provided by Virtual Academy with respect to the TMS, courseware, Solutions, instructional materials, software or source code. Law Enforcement Agency will take such steps as necessary to ensure that officers respect Virtual Academy copyrights and proprietary information.

c. Law Enforcement Agency shall exercise the sole decision-making authority in the (i) appointment of training officers, (ii) admission of officers to the training, (iii) evaluation of officer performance, and (iv) decisions to award course credit and/or training credentialing.

d. Law Enforcement Agency warrants that it has policies and procedures in place to comply with, and will comply with, all applicable federal, state, and local laws and regulations with respect to the training. Without limiting the foregoing, Law Enforcement Agency will be responsible for compliance with all applicable state accrediting agency requirements and state law authorizations and requirements.

e. Law Enforcement Agency will provide such other reasonable administrative support for the implementation and functioning of the TMS and the Solutions not otherwise specifically set forth in this Agreement as being the responsibility of Virtual Academy.

f. Law Enforcement Agency will make reasonable efforts to prevent unauthorized access to the TMS, courseware, instructional materials, software or source code and to maintain confidentiality of login information used by officers and instructors to access the TMS, courseware, instructional materials, software or source code.

g. Any additional responsibilities of Virtual Academy and Law Enforcement Agency with respect to the Solutions shall be mutually agreed in writing.

12. Indemnification.

a. To the extent permitted by applicable law, each party shall indemnify and hold harmless the other party, including its officers, directors, employees and agents, against any losses, damages, or expenses (including, without limitation, reasonable attorneys' fees) arising from any claim, suit or proceeding brought by a third party against the other party and arising out of the indemnifying party's (i) gross negligence, willful misconduct or fraud; (ii) breach of the terms of this Agreement or (iii) failure to comply with any applicable law.

b. Without limiting the foregoing, Law Enforcement Agency agrees to indemnify and hold harmless Virtual Academy, and its officers, directors, employees and agents from all losses, damages, expenses and costs, including reasonable attorney's fees, resulting from or related to:

i. Any claim brought against Virtual Academy or its officers, directors, employees or agents alleging violation of a patent, copyright, trademark or trade secret based on any material that is generated by, altered by, modified by, distributed by, copied by or uploaded by any trainer, officer or staff member of Law Enforcement Agency or any individual or entity who gains unauthorized access to the TMS, courseware, instructional materials, software or source code due to a failure on behalf of Law Enforcement Agency to make reasonable efforts to prevent unauthorized access thereto or to maintain confidentiality of login information used by officers and instructors to access same;

ii. Any infringement of third party copyrights or patents by Law Enforcement Agency's management.

13. Term. The term of this Agreement will commence on the Effective Date and continue in effect thereafter, unless terminated earlier as provided herein, for one (1) year.

14. Termination for Breach. In the event of a material breach of this Agreement, the non-breaching party may terminate this Agreement upon provision of thirty (30) days' written notice to the breaching party, provided that such breach has not been cured within said period. If Virtual Academy terminates this Agreement due to Law Enforcement Agency's failure to make adequate or timely payment, all Solutions may be terminated at Virtual Academy's option. In the event of termination following such breach, Virtual Academy may, at its option, (a) charge a reinstatement fee to reinstate support Solutions; or (b) decline to reinstate support Solutions until breach is cured. In addition, either party may terminate this Agreement, effective immediately upon notice, if the other party files for bankruptcy protection, is determined to be bankrupt or insolvent or enters into any bankruptcy or insolvency proceeding, except that Virtual Academy shall continue to provide courses still in session in accordance with the terms of this Agreement to the extent legally permitted to do so.

15. Effect of Termination. Virtual Academy also agrees that in case of termination by either party, it will make reasonable efforts to protect officer data, subject to the terms of this Agreement. Notwithstanding anything herein to the contrary, as of the date that is twelve (12) months following any expiration or termination of this Agreement, officer data may be destroyed at the discretion of Virtual Academy. Upon the expiration or any termination of this Agreement the following Sections shall survive: 5, 6, 7, 8, 9, 11; 12; 17; 18; 20 and 21.

16. Force Majeure. Virtual Academy warrants that it shall use commercially reasonable efforts to maintain Solutions and protect data. Virtual Academy shall not be liable for any failure to perform its obligations where such failure is a result of acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout, interruption or failure of electricity, telephone, or internet service.

17. Mediation and Arbitration. Any controversy between the parties to this Agreement involving the construction or application of any of the terms, provisions, or conditions of this Agreement shall, on written request of either party served on the other, be submitted to meditation with each party paying for half of the total cost of the mediator. If mediator is unsuccessful, suite may be filed in a court of competent jurisdiction in the state of Alabama.

18. Governing Law. This Agreement is governed by the laws of the State of Missouri Legal action arising from this Agreement shall only be filed in the State of Alabama. The parties waive any right to a jury trial.

19. Legal and Regulatory Changes. If any law or regulation governing this Agreement, the Solution or the training changes such that any aspect of this Agreement, the Solution or any training as then provided does not comply with such law or regulation, the Parties shall amend this Agreement solely to the extent necessary to comply with such law or regulation.

20. Entire Agreement. This Agreement contains the entire Agreement between the parties and supersedes all prior agreements.

21. Amendment. No amendment, modification, termination or waiver of any provision of this Agreement is effective unless it is in writing and signed by both parties.

22. Severability. If a court declares any part of this Agreement void or unenforceable, the remaining terms and provisions shall remain in force.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

Estimate

Savant Learning Systems, Inc.
317 South Lindell Street
Martin, TN 38237

Date
10/12/2023

Name / Address

Enterprise Police Department 501 South Main Street Enterprise AL, 36330

Project
Virtual Academy

Description	Qty	Cost	Total
Full Access: Access to over 250 hours of content FTO Platform	60 users	\$45.00 \$1000	\$2,700.00 \$1000.00
Total Estimate		\$3,700.00	

421 East Lee Street
P. O. Box 311000
Enterprise, AL 36331-1000

City of Enterprise
PARKS AND RECREATION DEPARTMENT
Billy Powell, Director

Phone: (334) 348-2684
Fax: (334) 347-1120
Email: eprd@enterpriseal.gov

MEMO

TO: City Council and Mayor Cooper
FROM: Billy Powell, Director *BP*
DATE: October 12, 2023

SUBJECT: STACK CHAIRS AND CHAIR DOLLIES FOR NEW RECREATION FACILITY

I am requesting permission to purchase stack chairs and chair dollies to be used in the new recreation facility for our indoor sports and events. To be purchased from Hudson's Office Supply under the Alabama State Contract Tips program, furniture vendor: COE Contract #230301. The total amount for this purchase is \$79,652.56

720 Stack Chair – Navy, @ \$109.04ea =	\$78,508.80
4 Stack Chair Dolly, @ \$285.94ea =	<u>\$ 1,143.76</u>
	\$79,652.56

Thank you for your consideration and approval of this request.



Where activities are ageless and benefits are endless!

421 East Lee Street
P. O. Box 311000
Enterprise, AL 36331-1000

City of Enterprise
PARKS AND RECREATION DEPARTMENT
Billy Powell, Director

Phone: (334) 348-2684
Fax: (334) 347-1120
Email: eprd@enterpriseal.gov

MEMO

TO: City Council and Mayor Cooper
FROM: Billy Powell, Director *BP*
DATE: October 12, 2023

SUBJECT: SEATING FOR NEW RECREATION FACILITY

I am requesting permission to purchase stools, task chairs and guest seating for the new recreation facility from Office Master Inc., (known as OM). This purchase will be on the Alabama State Contract Tips Program #091823. Total amount to purchase is \$26,971.26

8 Counter Stools @ \$297.81ea=	\$ 2,382.48
46 Bar Stools @ \$297.81ea =	\$13,699.26
14 Office Task Chairs @ \$479.00ea =	\$ 6,706.00
22 Guest Seating @ \$190.16ea =	<u>\$ 4,183.52</u>
	\$26,971.26

Thank you for your consideration and approval of this request.



Where activities are ageless and benefits are endless!