

**AGENDA
NOVEMBER 5, 2024
CITY COUNCIL MEETING**

The Enterprise City Council will convene in Regular Session at 6:00 p.m., Tuesday, November 5, 2024, at the Enterprise City Board of Education Board Room, 220 Hutchinson Street.

- 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 October 1, 2024
- City Council Work Session Minutes of October 15, 2024
- City Council Meeting Minutes of October 15, 2024
- Accounts Payable (A1) for September 2024 in the amount of **\$354,443.53** as follows:
City of Enterprise - \$313,176.95 Water Works Board - \$41,266.58
- Accounts Payable (B1) for September 2024 in the amount of **\$97,686.69** as follows:
City of Enterprise - \$97,686.69
- Accounts Payable (A) for October 2024 in the amount of **\$791,892.49** as follows:
City of Enterprise - \$629,078.81 Water Works Board - \$162,813.68
- Contract Billings in the amount of **\$211,120.81** as follows:
Ardurra Group, Inc. -
Invoice No. 149641 - \$23,184.00 – Professional Services – 2024 WWTF Upgrades
Invoice No. 153929 - \$132,938.50 – Professional Services – 2024 WWTF Upgrades
Poly, Inc. -
Invoice No. 20622 - \$1,794.21 – Engineering Technical Services – ADVA Home
Invoice No. 20624 - \$4,245.00 – Preliminary Engineering/Design – Main Street Bump Out Islands
Invoice No. 20625 - \$31,875.00 – Engineering Design – FY25 Resurfacing/Phase V
Invoice No. 20627 - \$8,192.76 – Engineering Design – Multipurpose Rec Complex/Phase II
Invoice No. 20646 - \$8,891.34 – Contract Administration – Daleville Avenue TAP Sidewalks
- Request to Dispose/Donate Inventory as follows:
Fire Department
(4) Honeywell SCBA Packs
(1) 2005 Fleetwood Orbit Travel Trailer (Safety House) VIN 4CK1R292354007087

- REQUEST TO ADDRESS COUNCIL/PERMIT REQUEST.....President
(Chris Christian/Wholiday 5K & Fun Run 2024)

Recognize Chris Christian, representing Enterprise State Community College, who has requested to address the Council to obtain a permit for the following event:

- Wholiday 5K & Fun Run 2024
Event Time/Date: 7:30 a.m. – 10:00 a.m., Saturday, December 14, 2024
Rain Date: Saturday, December 21, 2024
Street Closure: 6:30 a.m. – 11:00 a.m.
Closure Area: East College Street (Edwards to Main)

- CONSIDER REVISED PERMIT/STREET CLOSURE REQUEST.....President
(Whoville Celebration 2024)

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

- Whoville Celebration 2024
Event Time/Date: 10:00 a.m. – 4:00 p.m., Saturday, December 7, 2024
Rain Date: Saturday, December 14, 2024
Street Closure: 6:00 a.m. – 5:00 p.m.
Closure Area: College Street (Edwards to Railroad Tracks)
Street Closure: 7:00 a.m. – 5:00 p.m.
Closure Area: Easy Street (Edwards to Main), West Grubbs Street (Main to Railroad Street), East Grubbs Street (Edwards to Main), Railroad Street (College to Grubbs)
Street Closure: 8:00 a.m. – 5:00 p.m.
Closure Area: Main Street (Lee to Harrison)

*****Previously approved by the Council on January 16, 2024. Revised to reflect a change in the street closure time for College Street and the additional closure of Railroad Street.***

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

STAFF REPORTS.....President

OLD BUSINESS

NONE.....President

NEW BUSINESS

INTRODUCE ORDINANCE 11-05-24.....President
(Amend Ord. 08-17-21-C/Business License Code)

Introduce Ordinance 11-05-24, providing for an amendment to Ordinance 08-17-21-C, Business License Code. The amendment sets forth the procedure for revocation or suspension of a license in Section 24 of the business license code. All remaining provisions of Ordinance 08-17-21-C remain unchanged and in full force and effect.

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

REVIEW & CONSIDER RESOLUTION 11-05-24.....President
(ALDOT Agreement/TAP Sidewalk Project)

Introduce and call for consideration of Resolution 11-05-24, providing for an agreement between the City of Enterprise and the State of Alabama, acting by and through the Alabama Department of Transportation, relating to a Transportation Alternative Program project for sidewalks along Bellwood Road from the US-84 Bypass to Geneva Highway (AL-27) and along George C. Wallace Drive from Bellwood Road to the Enterprise Multipurpose Recreational Complex. Resolution 11-05-24 further authorizes the Mayor to execute the agreement.

REVIEW & CONSIDER RESOLUTION 11-05-24-A.....President
(Hunters Hill Subdivision, Phase IV)

Introduce and call for consideration of Resolution 11-05-24-A, providing to accept for maintenance the streets and other public easement/improvements which are expressly shown on the final plat of Hunters Hill Phase IV Subdivision as public dedications, subject to the contingencies and matters as set out in the October 22, 2024 letter from Thomas Hardy to the Council.

AUTHORIZE MAYOR TO EXECUTE AIRPORT GRANT AGREEMENT.....President
(ALDOT/Corporate Hangar)

Call for a motion to authorize the Mayor to execute a 2024 Airport Improvement Funding Agreement with the State of Alabama Department of Transportation for funding assistance to construct a new corporate hangar at the Enterprise Municipal Airport for Enterprise Rescue. The grant is a 50/50 match for up to \$500,000.

AUTHORIZE MAYOR TO EXECUTE FIRE ALARM MONITORING CONTRACT.....President
(Harris Security Systems, Inc./Recreation & Aquatics Center)

Call for a motion to authorize the Mayor to execute a contract with Harris Security Systems, Inc. to monitor the fire alarm system within the new Recreation and Aquatics Center at \$68.95 per month, including cellular service, subject to City Attorney review.

AUTHORIZE MAYOR TO EXECUTE FIRE ALARM MONITORING CONTRACT.....President
(Harris Security Systems, Inc./New Corporate Hangar)

Call for a motion to authorize the Mayor to execute a contract with Harris Security Systems, Inc. to monitor the fire alarm system within the new corporate hangar at the Enterprise Municipal Airport at \$68.95 per month, including cellular service, subject to City Attorney review.

REVIEW & CONSIDER REQUEST TO APPROVE CONTRACT.....President
(Comfort Systems USA/HVAC Preventative Maintenance)

Introduce and call for consideration of a request from City Engineer/Public Works Director Barry Mott to enter into a contract with Comfort Systems USA (Southeast) through OMNIA Partners Contract #02-172 for a preventative maintenance HVAC program beginning November 5, 2024, for \$100,548.00 per year, payable in advanced installments of \$8,379.00 per month, for three (3) years.

REVIEW & CONSIDER REQUEST TO REIMBURSE WATER DEPARTMENT.....President
(Water Extension/New Corporate Hangar)

Introduce and call for consideration of a request from City Engineer/Public Works Director Barry Mott to reimburse the Water Department for a water extension to connect the new corporate hangar facility to the existing water main, not to exceed \$75,000, and subject to the Enterprise Water Works Board approval of Change Order No. 3 to their agreement with the existing contractor.

REQUEST PERMISSION TO PURCHASE EQUIPMENT.....President
(Sanitation Department)

Introduce and call for consideration of a request from City Engineer/Public Works Director Barry Mott to purchase one (1) 2024 International MV Truck and one (1) Petersen Model TL3 Base Loader from Environmental Products Group, Inc. through the Sourcewell Purchasing Program at a total cost of \$218,990.35. The equipment is an FY25 budgeted item.

REQUEST PERMISSION TO PURCHASE EXTRICATION EQUIPMENT.....President
(Fire Department)

Introduce and call for consideration of a request from Fire Chief Christopher Davis to purchase two (2) sets of battery powered extrication equipment from KKK Fire Solutions at a total cost of \$61,356.00. The equipment is an FY25 budgeted item.

RECESS REGULAR SESSION.....President

CONVENE INTO E-911 BOARD MEETING.....President

REVIEW OF MINUTES – October 1, 2024 Meeting.....President

Call for a motion to approve the October 1, 2024 E-911 Board Meeting minutes as written.

APPROVE ACCOUNTS PAYABLE (A1) – September 2024.....President

Call for a motion to approve Accounts Payable (A1) for September 2024 in the amount of \$1,798.48.

APPROVE ACCOUNTS PAYABLE (A) – October 2024.....President

Call for a motion to approve Accounts Payable (A) for October 2024 in the amount of \$26,568.23.

ADJOURN E-911 BOARD MEETING.....President

RECONVENE IN REGULAR SESSION.....President

MAYORS REPORT.....President

COUNCIL MEMBER COMMENTS.....President

ADJOURNMENT: 5:00 p.m., Tuesday, November 19, 2024 Council Work Session.....President

ADDENDUM:

TO: MAYOR AND CITY COUNCIL
FROM: BEVERLY SWEENEY, CITY CLERK
RE: CONSENT AGENDA FOR NOVEMBER 5, 2024 COUNCIL MEETING
DATE: NOVEMBER 1, 2024

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

- A.** The minutes of the October 1, 2024 Work Session.
- B.** The minutes of the October 15, 2024 Work Session.
- C.** The minutes of the October 15, 2024 Regular Session.
- D.** Accounts Payable (A1) for September 2024 in the amount of **\$354,443.53** as follows:
City of Enterprise - \$313,176.95 Water Works Board - \$41,266.58
- E.** Accounts Payable (B1) for September 2024 in the amount of **\$97,686.69** as follows:
City of Enterprise - \$97,686.69
- F.** Accounts Payable (A) for October 2024 in the amount of **\$791,892.49** as follows:
City of Enterprise - \$629,078.81 Water Works Board - \$162,813.68
- G.** Contract Billings in the amount of **\$211,120.81** as follows:
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Invoice No. 153929 - \$132,938.50 – Professional Services – 2024 WWTF Upgrades
Poly, Inc. -
Invoice No. 20622 - \$1,794.21 – Engineering Technical Services – ADVA Home
Invoice No. 20624 - \$4,245.00 – Preliminary Engineering/Design – Main Street Bump Out Islands
Invoice No. 20624 - \$31,875.00 – Engineering Design – FY25 Resurfacing/Phase V
Invoice No. 20627 - \$8,192.76 – Engineering Design – Multipurpose Rec Complex/Phase II
Invoice No. 20646 - \$8,891.34 – Contract Administration – Daleville Avenue TAP Sidewalks
- H.** Request to Dispose/Donate Inventory as follows:
Fire Department
(4) Honeywell SCBA Packs
(1) 2005 Fleetwood Orbit Travel Trailer (Safety House) VIN 4CK1R292354007087

CITY COUNCIL WORK SESSION MINUTES OF OCTOBER 1, 2024

The Enterprise City Council convened in Work Session at 4:00 p.m., Tuesday, October 1, 2024, at the Enterprise Civic Center. Notice of the meeting was posted as Per Act 2005-40 Code of Alabama.

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

ALSO PRESENT: Mayor William E. Cooper
City Administrator Jonathan Tullos
City Clerk Beverly Sweeney was present and kept the minutes.
City Attorney Ashley Marshall
Consulting Engineer Glenn Morgan
City Department Heads

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

Q3 GOALS UPDATE

City Administrator Jonathan Tullos provided an update on the progress of the 2024 Q3 goals, including completed tasks and a timeline for incomplete items.

Q4 GOAL SETTING

Council Members and City Staff discussed specific projects, initiatives, and priorities and determined the 2024 Q4 goals to be as follows:

- Execute Agreement – Strategic Planning Facilitator
- Start Current TAP Sidewalk Project
- Draft By-Laws for Land Bank
- Set Date for Discussion and List of Stakeholders - Homelessness
- ATRIP II Grant Application for US-84W to AL-134W Four-Lane
- Funding Decision - Aviator Monument Project
- Go/No Go – Enterprise Rescue Hangar
- Start Construction – Parks & Recreation Maintenance Facility
- Define the Problem Regarding Animal Control & No Kill Shelter
- Quarterly Report - Nuisance Properties
- Take Ownership of New Recreation & Aquatics Center
- Open New Corporate Hangar
- Complete Phase I City Hall Renovations
- Open Phase I Peavy Park Sports Field/Complete Phase II Fields

REVIEW OF AGENDA

Council President Townsend requested a review of the October 1, 2024, Council Meeting agenda. After review and discussion, Council Members requested no additions, deletions, or changes.

UPDATE ON ENGINEERING ISSUES

City Engineer/Public Works Director Barry Mott updated the Council on recent efforts to address nuisance properties within the City of Enterprise and presented background information on stormwater drainage concerns within The Legends Subdivision, Phase I, and Valley Chase Subdivision.

FUTURE COUNCIL MEETING CONFLICTS

City Administrator Jonathan Tullos provided an update on scheduling conflicts for the November 5th and December 3rd Council Meetings due to Coffee County's use of the Civic Center as a voting location for the 2024 General Election and timing conflict with the Enterprise Christmas Parade. Mr. Tullos confirmed the availability of the Enterprise City Schools Board of Education Board Room for the November 5, 2024, Work Session and Council Meeting at their regularly scheduled times and noted the December 3, 2024, Council Meeting will be held at the Enterprise Civic Center as planned, with the Work Session starting at 11:00 a.m. and Council Meeting at noon. Council Members will consider the request to change the November 5th meeting location and December 3rd meeting time at the October 15, 2024, Council Meeting.

ADJOURNMENT

There being no further business before the Council, the President declared the Work Session adjourned at 5:30 p.m.

Turner Townsend
Council President

Beverly Sweeney
City Clerk

CITY COUNCIL WORK SESSION MINUTES OF OCTOBER 15, 2024

The Enterprise City Council convened in Work Session at 5:00 p.m., Tuesday, October 15, 2024, at the Enterprise Civic Center. Notice of the meeting was posted as Per Act 2005-40 Code of Alabama.

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

ALSO PRESENT: Mayor William E. Cooper
City Administrator Jonathan Tullos
City Clerk Beverly Sweeney was present and kept the minutes.
City Attorney Ashley Marshall
Consulting Engineer Glenn Morgan
City Department Heads

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

Q4 GOALS UPDATE

City Administrator Jonathan Tullos reported on the progress of the 2024 Q4 goals and a timeline for completion of items.

REVIEW OF AGENDA

Council President Townsend requested a review of the October 15, 2024, Council Meeting agenda. Following review and discussion, Council Members requested no additions, deletions, or changes.

RECREATION & AQUATICS CENTER

City Engineer/Public Works Director Barry Mott informed Council Members that the new Recreation and Aquatics Center is expected to be completed in December, with the facility opening in early January 2025. EPRD staff is currently planning a grand opening/ribbon cutting, which will be free and open to the public.

CY 2025 STRATEGIC PLANNING

After a brief discussion, the CY 2025 Strategic Planning Work Session was tentatively scheduled for Tuesday, January 14, 2025, at the Enterprise Civic Center.

ADJOURNMENT

There being no further business before the Council, the President declared the Work Session adjourned at 5:35 p.m.

Turner Townsend
Council President

Beverly Sweeney
City Clerk

CITY COUNCIL MEETING MINUTES OF OCTOBER 15, 2024

The Enterprise City Council convened in Regular Session at 6:00 p.m., Tuesday, October 15, 2024, at the Enterprise Civic Center.

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

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

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

APPROVAL OF AGENDA

The President called for a motion to approve the agenda of the meeting as submitted. Council Member Padgett moved to approve the agenda of the meeting 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.

CONSIDERATION OF CONSENT AGENDA

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

- City Council Meeting Minutes of October 1, 2024
- Contract Billings in the amount of **\$387,421.67** as follows:
 - Whaley Construction Company, Inc. -**
Application No. 21 - \$380,818.52 – Construction – Recreation & Aquatics Center
 - Fine Geddie & Associates -**
Invoice No. 3121 - \$6,250.00 – Contract Services – October 2024
 - USDA -**
Invoice No. 3005135324 - \$353.15 – Contract Services – Wildlife Damage Management
- Travel Requests as follows:
 - Main Street**
Mariah Montgomery
(2) Main Street Board Members
Main Street Alabama Fall Quarterly Training
Calera, Alabama
October 21-22, 2024
Estimated Cost: \$1,095.00

Council Member Johnson 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.

MAYORAL PROCLAMATION – Pilot International

Mayor Cooper, joined by City Council and Pilot Club members, read a proclamation declaring Friday, October 18, 2024, as “Pilot International and Pilot International Founders Fund Day” in the City of Enterprise.

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

Paulette Lee submitted a petition on behalf of the current “Seniors on the Move” members opposing the continuation of their exercise class at the temporary location, the Enterprise Civic Center, instead of returning to the new Recreation Center. Mrs. Lee noted that the senior citizens’ exercise class was established and met for years at the old Recreation Center for one hour a day, two days a week. When it was decided to build a new facility, the group was asked to meet at the Farmers Market and later moved to the Enterprise Civic Center as a temporary location. She explained that the group was initially told they would not have to pay a membership fee to use the new Recreation Center, but was now being asked to do so. Additionally, they will be required to join the Alabama Department of Senior Services if they continue meeting at the Civic Center. Mrs. Lee requested the Council to reconsider the policy and allow “Seniors on the Move” to return to the new Recreation Center with the same terms as before: a room provided two days a week, one hour each day, with the current instructor, and no fee. (Petition on file in the Office of the City Clerk)

Kathy Wilson, a “Seniors on the Move” member, supported Mrs. Lee’s comments and voiced opposition to joining the Alabama Department of Senior Services.

Lisa Jones, an Outreach Recovery Support Specialist with the People Engaged in Recovery organization, spoke about the growing fentanyl epidemic in Coffee County and expressed interest in coordinating an open-floor roundtable discussion with state and local elected officials, the Coffee County District Attorney's Office, and medical professionals to discuss the epidemic's impact and possible solutions.

STAFF REPORTS

Billy Powell, Director of Community Services and Recreation, discussed the decision to keep the "Seniors on the Move" exercise class at its current location, the Enterprise Civic Center, and the requirement for participants to join the Alabama Department of Senior Services to continue using the Civic Center facilities.

OLD BUSINESS**PUBLIC HEARING & CONSIDERATION/ORDINANCE 09-17-24 (ST Properties LLC Rezone)**

The President called for a public hearing prior to consideration of Ordinance 09-17-24, providing for the rezone of .51 acres of land owned by ST Properties LLC from B-1 (Business District) to R-3 (High Density Single Family Residential District) located at 422 Glover Avenue. Council President Townsend opened the public hearing and invited public comment. Hearing none, the President closed the hearing and called for consideration of Ordinance 09-17-24.

Council Member Goolsby moved to adopt Ordinance 09-17-24. 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 09-17-24 duly passed and adopted.

REVIEW & CONSIDER BID RECOMMENDATION (Veterinarian Services/Animal Control)

The President introduced and called for consideration of a recommendation from Barry Mott, Bid Purchasing Agent, to award Bid Requisition No. 2024-13 to James W. Sparrow, DVM, d/b/a Colony Veterinary Hospital, in the amount of \$131,749.00, for veterinary services and animal housing/impoundment services for the City of Enterprise from October 1, 2024, to September 30, 2025. No other bids were received.

Council Member Johnson moved to award Bid Requisition No. 2024-13 to Colony Veterinary Hospital in the amount of \$131,749.00. 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 PLANNING COMMISSION RECOMMENDATIONS**

The President introduced, for the record, a recommendation from the Enterprise Planning Commission to approve the following requests for the rezoning of property:

- A request by Tom Sims with Longleaf Engineering, on behalf of Boland Properties LLC, to rezone 22.43 acres of Nance Subdivision, located off Paul Street, in the following lots and blocks:
 - a) Block A, lots 2 and 3, for a total of two (2) lots, from R-2 (Medium Density Single Family Residential District) to R-3 (High Density Single Family Residential District)
 - b) Block B, lots 1 through 18, for a total of eighteen (18) lots, from R-2 (Medium Density Single Family Residential District) to R-3 (High Density Single Family Residential District)
 - c) Block C, lots 1 through 13 and lots 18 through 26, for a total of twenty-two (22) lots, from R-2 (Medium Density Single Family Residential District) to R-3 (High Density Single Family Residential District)
 - d) Block D, lots 1 through 8, for a total of eight (8) lots, from R-2 (Medium Density Single Family Residential District) to R-3 (High Density Single Family Residential District)
 - e) Block E, lot 1, lot 2, lot 7, and lot 8, for a total of four (4) lots, from R-2 (Medium Density Single Family Residential District) to R-3 (High Density Single Family Residential District)
 - f) Block F, lots 2 through 5, for a total of four (4) lots, from R-2 (Medium Density Single Family Residential District) to R-3 (High Density Single Family Residential District)
 - g) Block G, lots 3, lots 7 through 10, for a total of five (5) lots, from R-2 (Medium Density Single Family Residential District) to R-3 (High Density Single Family Residential District)
- A request by Tom Sims with Longleaf Engineering, on behalf of Boland Properties LLC, to rezone 9.59 acres from R-5 (Multifamily Residential District) to R-3 (High Density Single Family Residential District) located off Paul Street.

INTRODUCE ORDINANCE 10-15-24 (Boland Properties LLC Rezone 1)

The President introduced Ordinance 10-15-24, providing for the rezoning of 22.43 acres of Nance Subdivision, owned by Boland Properties LLC, from R-2 (Medium Density Single Family Residential District) to R-3 (High Density Single Family Residential District), located off Paul Street, and called for a public hearing to be held at the regular meeting scheduled for November 19, 2024.

INTRODUCE ORDINANCE 10-15-24-A (Boland Properties LLC Rezone 2)

The President introduced Ordinance 10-15-24-A, providing for the rezoning of 9.59 acres, owned by Boland Properties LLC, from R-5 (Multifamily Residential District) to R-3 (High Density Single Family Residential District), located off Paul Street, and called for a public hearing to be held at the regular meeting scheduled for November 19, 2024.

REVIEW & CONSIDER RESOLUTION 10-15-24 (Declaring Certain Properties a Public Nuisance)

The President introduced and called for consideration of Resolution 10-15-24, declaring certain properties which are overgrown with weeds, scrub, wild bushes, grass, and other vegetable growth as injurious to the health, safety, and welfare of the community as nuisances and called for a public hearing to be held on the matter at the regular meeting scheduled for November 19, 2024.

Council Member Rich moved to adopt Resolution 10-15-24. 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 10-15-24 duly passed and adopted.

REVIEW & CONSIDER RESOLUTION 10-15-24-A (Amend Classification Plan/Salary Schedule)

The President introduced and called for consideration of Resolution 10-15-24-A, providing for an amendment to Ordinance 10-16-01, which establishes the Employee Classification Plan/Salary Schedule. The amendment calls for the establishment of the position of Aquatic Supervisor, Pay Grade 17; Recreation Leader, Pay Grade 4, Step 15; and Recreation Aide, Pay Grade 4, Step 1.

Council Member Johnson moved to adopt Resolution 10-15-24-A. 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 Resolution 10-15-24-A duly passed and adopted.

ADOPT MEMBERSHIP RATES & HOURS OF OPERATION (Recreation & Aquatics Center)

The President called for a motion to adopt the membership rates and hours of operation for the new Recreation & Aquatics Center as submitted.

Council Member Padgett moved to adopt the membership rates and hours of operation as submitted. Council Member Johnson seconded the motion. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

REQUEST TO SEEK PROPOSALS – Airport Engineering & Planning Consulting Services

The President introduced and called for consideration of a request from City Engineer/Public Works Director Barry Mott to solicit proposals for Airport Engineering and Planning Consulting Services related to airport improvement projects at the Enterprise Municipal Airport. The selection is for up to five years and is required to comply with federal and state grant assurances.

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

REQUEST TO SEEK BIDS – Peavy Park Irrigation Well

The President introduced and called for consideration of a request from City Engineer/Public Works Director Barry Mott to seek bids, on behalf of Parks & Recreation, for a new irrigation well to be installed at Peavy Park. Bid phase services will be provided with Poly Inc. in conjunction with the design of Peavy Park Phases I and II. Funding for the well is budgeted within the Peavy Park Phase II project.

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

REQUEST TO CHANGE NOVEMBER 5, 2024 MEETING LOCATION

The President introduced and called for consideration of a request to hold the November 5, 2024 Work Session and Council Meeting at the Enterprise City Board of Education Board Room, 220 Hutchinson Street, due to Coffee County's use of the Enterprise Civic Center as a polling location on the same date.

Council Member Johnson moved to change the November 5, 2024 meeting location as requested. 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.

REQUEST TO CHANGE DECEMBER 3, 2024 MEETING TIME

The President introduced and called for consideration of a request to change the December 3, 2024 Council Meeting time from 6:00 p.m. to 12:00 p.m. to avoid conflict with the Enterprise Christmas Parade. The Work Session will begin at 11:00 a.m.

Council Member Padgett moved to change the December 3, 2024 meeting time as requested. 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 shared announcements and thanked Pilot Club members for their service and contribution to our community.

COUNCIL MEMBER COMMENTS

Council Members congratulated the Pilot Clubs and thanked “Seniors on the Move” members and Ms. Jones for their comments. They also expressed gratitude to meeting attendees and citizens watching online.

ADJOURNMENT

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

Turner Townsend
Council President

Beverly Sweeney
City Clerk

ACCOUNTS PAYABLE SEPTEMBER 2024 - A1**WATER WORKS BOARD**

TOTAL	\$41,266.58
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CITY OF ENTERPRISE

ADMINISTRATIVE DEPT CAPITAL	\$0.00
ADMINISTRATIVE DEPARTMENT	\$57,536.53
AIRPORT CAPITAL PROJECTS	\$0.00
CIVIC CENTER	\$1,248.82
CIVIL DEFENSE	\$0.00
CULTURE & RECREATION	\$0.00
DISPOSAL PLANT	\$4,106.86
TOURISM	\$13,825.46
E-911	\$1,798.48
ENGINEERING DEPARTMENT	\$15,364.01
ENG DEPT CAPITAL PROJ	\$0.00
ENTERPRISE LIBRARY	\$2,307.00
ENTERPRISE MUNICIPAL AIRPORT	\$9,633.05
ENTERPRISE MUNICIPAL AIRPORT FUEL	\$0.00
FARMER'S MARKET	\$139.95
FIRE DEPARTMENT	\$22,496.24
FIRE CAPITAL PROJECT	\$0.00
FLEET MAINTENANCE	\$1,780.11
GASOLINE	\$0.00
HEALTH & WELFARE	\$0.00
INCUBATOR	\$95.95
MUNICIPAL COURT	\$19,586.51
PARKS & RECREATION	\$22,006.40
PARKS & RECREATION CAPITAL PROJ	\$23,442.52
POLICE DEPARTMENT	\$90,292.14
SANITATION DEPARTMENT	\$20,596.97
SENIOR CITIZENS	\$412.44
SEWER DEPARTMENT	\$2,460.97
STREET DEPARTMENT	\$4,046.54
STREET CAPITAL PROJECTS	\$0.00
TOTAL	\$313,176.95

ACTION OF THE MAYOR

APPROVAL _____

EXCEPTIONS _____

DATE _____

09/30/2024 13:20
blewis

CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 093024Gb TO 093024Gb DATES: 10/01/24 TO 09/30/25

ORG	
VENDOR NAME	AMOUNT

FLEET MAINTENANCE	
TOTAL PETROLEUM, LLC	64.00

	64.00

TOTAL	64.00
** END OF REPORT - Generated by Bobbi Jo Lewis **	

10/04/2024 10:42 | CITY OF ENTERPRISE
dslater | WARRANT PUBLICATION LIST

WARRANT RANGE: 0930Sd1 TO 0930Sd1 DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME

AMOUNT

DISPOSAL DEPT

CINTAS CORPORATION

57.15

57.15

TOTAL

57.15

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

10/04/2024 10:43
dslater

CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 0930Ww1 TO 0930Ww1 DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT

WATER FUND - ADMINISTRATIVE	
ALABAMA POWER COMPANY	12,634.08

	12,634.08

TOTAL	12,634.08
** END OF REPORT - Generated by Demetris Slater **	

10/08/2024 15:00
dslater

CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 0930Gf1 TO 0930Gf1 DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT

ADMINISTRATIVE	
ALABAMA POWER COMPANY	77.47
C SPIRE	2,181.81
CONSOLIDATED WATER GROUP LLC	68.75
FEDEX	44.38
QUADIENT FINANCE USA	215.18
VERIZON WIRELESS	1,002.36

	3,589.95
AIRPORT	
CINTAS CORPORATION	13.50

	13.50
CIVIC CENTER	
VERIZON WIRELESS	134.29

	134.29
E-911	
VERIZON WIRELESS	42.25

	42.25
ENGINEERING	
QUADIENT FINANCE USA	150.85
VERIZON WIRELESS	465.03

	615.88
FARMER'S MARKET	
C SPIRE	139.95

	139.95
FIRE	
C SPIRE	359.85
CHARTER COMMUNICATIONS	189.76
QUADIENT FINANCE USA	11.14
VERIZON WIRELESS	789.71

	1,350.46
FLEET MAINTENANCE	
CINTAS CORPORATION	94.26

	94.26
INCUBATOR	
C SPIRE	95.95

10/08/2024 15:00
dslater

CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 0930Gf1 TO 0930Gf1 DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT
-----	-----
	95.95
JUDICIAL	
QUADIENT FINANCE USA	73.40
VERIZON WIRELESS	123.47

	196.87
LIBRARY	
ALABAMA POWER COMPANY	2,307.00

	2,307.00
PARKS/RECREATION	
ALABAMA POWER COMPANY	610.59
QUADIENT FINANCE USA	2.76
US BANK EQUIPMENT FINANCE	141.06
VERIZON WIRELESS	608.99

	1,363.40
POLICE	
QUADIENT FINANCE USA	13.27
VERIZON WIRELESS	3,769.26

	3,782.53
PUBLIC WORKS	
C SPIRE	79.95
CINTAS CORPORATION	44.52
VERIZON WIRELESS	290.31

	414.78
SENIOR CITIZENS CENTER	
QUADIENT FINANCE USA	20.29

	20.29
STREET	
QUADIENT FINANCE USA	1.38

	1.38
WATER FUND - ADMINISTRATIVE	
QUADIENT FINANCE USA	11.73
VERIZON WIRELESS	511.07

	522.80

TOTAL 14,685.54

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

10/08/2024 15:01 | CITY OF ENTERPRISE
dslater | WARRANT PUBLICATION LIST

WARRANT RANGE: 0930E1 TO 0930E1 DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT

E-911	
BRIGHTSPEED	117.90
CONSOLIDATED WATER GROUP LLC	53.25

	171.15

TOTAL	171.15
** END OF REPORT - Generated by Demetris Slater **	

10/18/2024 11:39
dslater

CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 0930Gf2 TO 0930Gf2 DATES: 10/01/24 TO 09/30/25

ORG	VENDOR NAME	AMOUNT
ADMINISTRATIVE		
	C SPIRE	516.00
	UNITED PARCEL SERVICE	10.96

		526.96
AIRPORT		
	UNITED PARCEL SERVICE	10.96

		10.96
CIVIC CENTER		
	C SPIRE	1,103.57
	UNITED PARCEL SERVICE	10.96

		1,114.53
DISPOSAL DEPT		
	UNITED PARCEL SERVICE	10.97

		10.97
E-911		
	UNITED PARCEL SERVICE	10.96

		10.96
ENGINEERING		
	UNITED PARCEL SERVICE	10.97

		10.97
FIRE		
	UNITED PARCEL SERVICE	10.97

		10.97
FLEET MAINTENANCE		
	UNITED PARCEL SERVICE	10.97

		10.97
PARKS/RECREATION		
	C SPIRE	177.80
	UNITED PARCEL SERVICE	10.97

		188.77
POLICE		
	C SPIRE	215.99
	UNITED PARCEL SERVICE	37.08

10/18/2024 11:39
dslater

CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 0930Gf2 TO 0930Gf2 DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT
-----	-----
	253.07
PUBLIC WORKS	
C SPIRE	95.95

	95.95
SANITATION	
UNITED PARCEL SERVICE	10.97

	10.97
SENIOR CITIZENS CENTER	
UNITED PARCEL SERVICE	10.97

	10.97
SEWER	
UNITED PARCEL SERVICE	10.97

	10.97
STREET	
UNITED PARCEL SERVICE	10.97

	10.97
WATER FUND - ADMINISTRATIVE	
UNITED PARCEL SERVICE	10.96

	10.96

TOTAL	2,299.92
** END OF REPORT - Generated by Demetris Slater **	

10/18/2024 11:40 | CITY OF ENTERPRISE
dslater | WARRANT PUBLICATION LIST

WARRANT RANGE: 0930Sd2 TO 0930Sd2 DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME

AMOUNT

DISPOSAL DEPT

CINTAS CORPORATION

4.69

4.69

TOTAL

4.69

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

10/18/2024 11:40 | CITY OF ENTERPRISE
dslater | WARRANT PUBLICATION LIST

WARRANT RANGE: 0930Ww2 TO 0930Ww2 DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT

WATER FUND - ADMINISTRATIVE	
ARISTA INFORMATION SYSTEMS INC	9,123.24
C SPIRE	95.95

	9,219.19

TOTAL	9,219.19
** END OF REPORT - Generated by Demetris Slater **	

10/22/2024 16:15
blewis

CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 093024G2 TO 093024G2 DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT

ADMINISTRATIVE	
COLUMN SOFTWARE, PBC	697.92
HUDSON OFFICE SUPPLY COMPANY	14,988.26
MCCi, LLC	1,136.58
OFFICE MASTER INC	8,509.01
TYLER TECHNOLOGIES, INC	27,969.00
WAL-MART COMMUNITY CARD	63.85
WIREGRASS REHABILITATION CENTE	55.00

	53,419.62
AIRPORT	
DBT TRANSPORTATION SERVICES	7,108.59
PERRY BROTHERS AVIATION FUEL	2,500.00

	9,608.59
ENGINEERING	
HUDSON OFFICE SUPPLY COMPANY	8,015.02
OFFICE MASTER INC	6,506.89

	14,521.91
FIRE	
AIRGAS USA, LLC	145.22
BOUND TREE MEDICAL LLC	130.84
CPAT DISTRIBUTION INC	20,017.15
FLEETPRIDE	102.50
G & M STARTER & ALTERNATOR	134.60
INTERNATIONAL ASSOCIATION OF F	225.00
MAYER ELECTRIC SUPPLY	379.50

	21,134.81
FLEET MAINTENANCE	
ADVANCE AUTO PARTS	1,380.09
NEXAIR, LLC	230.79

	1,610.88
GENERAL FUND	
PERRY BROTHERS AVIATION FUEL	19,995.47

	19,995.47
JUDICIAL	
HUDSON OFFICE SUPPLY COMPANY	17,306.79
OFFICE MASTER INC	2,082.85

	19,389.64

PARKS/RECREATION

10/22/2024 16:15
blewis

CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 093024G2 TO 093024G2 DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT
IN THE GROOVE CONCRETE DESIGNS	7,623.47
KNOWMYHIRE.COM	1,109.87
LEWIS-SMITH SUPPLY CORP	991.85
M4 TECHNOLOGY	10,729.04

	20,454.23

POLICE

ALABAMA LAW ENFORCEMENT AGENCY	4,110.00
ANIMAL HEALTH CENTER	194.59
AUREUS INTERNATIONAL	66.00
COFFEE CO SHERIFF'S OFFICE	7,758.90
HUDSON OFFICE SUPPLY COMPANY	6,596.48
INTIME SERVICES INC	10,440.00
OFFICE MASTER INC	36,925.64
S & P COMMUNICATIONS LLC	17,523.25
SEMINOLE COMMUNICATIONS INC	2,224.00
THE PARTS HOUSE	362.68
WIREGRASS REHABILITATION CENTE	55.00

	86,256.54

PUBLIC WORKS

G & C SUPPLY	104.24
LOWES HOME CENTER INC	735.60

	839.84

SANITATION

COFFEE COUNTY COMMISSION/LANDF	20,586.00

	20,586.00

STREET

ADVANCE AUTO PARTS	23.22
INGRAM EQUIPMENT COMPANY	1,015.70
KENS AUTO GLASS	150.00
WILLIAMS AUTO PARTS	160.00
WIREGRASS CONSTRUCTION CO., IN	1,334.70

	2,683.62

TOTAL 270,501.15

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

10/22/2024 16:15
blewis

CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 093024W2 TO 093024W2 DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT

WATER FUND - ADMINISTRATIVE	
ALABAMA 811	408.71
CITY OF ENTERPRISE	2,536.55
ENTERPRISE PAPER & JANITORIAL	1,173.07
HOME OIL CO INC	2,813.11
HOUSTON COUNTY REGIONAL WATER	1,120.00
LEWIS-SMITH SUPPLY CORP	820.88
MILLER/HUMPHREY PLUMBING & ELE	439.50
OFFICE MASTER INC	2,002.12
POLYENVIRONMENTAL CORPORATION	5,080.00
SOUTHERN ELECTRIC MOTOR SERVIC	1,036.00
SOUTHERN PIPE & SUPPLY CO INC	475.80
THE WILSON BOHANNON COMPANY	357.07
UNIFIRST CORPORATION	91.83
VERMEER SOUTHEAST	394.91
WIREGRASS REHABILITATION CENTE	55.00

	18,804.55

TOTAL	18,804.55

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

10/22/2024 16:16
blewis

CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 093024T2 TO 093024T2 DATES: 10/01/24 TO 09/30/25

ORG	
VENDOR NAME	AMOUNT

TOURISM	
AMAZON CAPITAL SERVICES INC	78.56
ENTERPRISE T-SHIRTS INC	480.50
LANDSCAPE FORMS INC	12,116.40
WEDO MEDIA INC	1,150.00

	13,825.46

TOTAL	13,825.46
** END OF REPORT - Generated by Bobbi Jo Lewis **	

WARRANT RANGE: 93024SD2 TO 93024SD2 DATES: 10/01/24 TO 09/30/25

ORG	
VENDOR NAME	AMOUNT

DISPOSAL DEPT	
CITY OF ENTERPRISE	697.54
POLYENVIRONMENTAL CORPORATION	62.00
SERVICE CHEMICAL INDUSTRIES, I	2,955.00

	3,714.54
SEWER	
ALABAMA 811	307.40
CITY OF ENTERPRISE	2,142.60

	2,450.00

	6,164.54
TOTAL	
** END OF REPORT - Generated by Bobbi Jo Lewis **	

10/22/2024 16:17
blewis

CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 93024SC2 TO 93024SC2 DATES: 10/01/24 TO 09/30/25

ORG		
VENDOR NAME		AMOUNT

SENIOR CITIZENS CENTER		
CITY OF ENTERPRISE		381.18

		381.18

	TOTAL	381.18
** END OF REPORT - Generated by Bobbi Jo Lewis **		

10/22/2024 16:17
blewis

CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 93024CC2 TO 93024CC2 DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT

CAPITAL PROJECTS - PARKS/REC	
LEWIS-SMITH SUPPLY CORP	23,442.52

	23,442.52

TOTAL	23,442.52
** END OF REPORT - Generated by Bobbi Jo Lewis **	

10/22/2024 16:18
blewis

CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 093024E2 TO 093024E2 DATES: 10/01/24 TO 09/30/25

ORG	
VENDOR NAME	AMOUNT

E-911	
CITY OF ENTERPRISE	74.12
MOORE PROPERTIES, LLC	1,500.00

	1,574.12

TOTAL	1,574.12
** END OF REPORT - Generated by Bobbi Jo Lewis **	

10/30/2024 15:47 CITY OF ENTERPRISE
blewis WARRANT PUBLICATION LIST

WARRANT RANGE: 093024W3 TO 093024W3 DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT

WATER FUND - ADMINISTRATIVE	
ALABAMA TROPHY & GIFT CENTER	75.00

	75.00

TOTAL	75.00
** END OF REPORT - Generated by Bobbi Jo Lewis **	

10/30/2024 15:47
blewis

CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 093024G3 TO 093024G3 DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT
ENGINEERING	
J&R SYSTEM INTEGRATORS	215.25

	215.25

TOTAL	215.25

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

10/30/2024 15:48 CITY OF ENTERPRISE
blewis WARRANT PUBLICATION LIST

WARRANT RANGE: 93024SD3 TO 93024SD3 DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT

DISPOSAL DEPT	
GOOLSBY BROS PLUMBING & ELECTR	319.51

	319.51

TOTAL	319.51
** END OF REPORT - Generated by Bobbi Jo Lewis **	

ACCOUNTS PAYABLE SEPTEMBER 2024 - B1
CITY OF ENTERPRISE

TOWNSEND BUILDING SUPPLY

TOTAL	
--------------	--

ACTION OF THE MAYOR	\$97,686.69
---------------------	-------------

APPROVAL _____

EXCEPTIONS _____

DATE _____

09/30/2024 15:34
blewis

CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 093024Cb TO 093024Cb DATES: 10/01/23 TO 09/30/24

ORG	VENDOR NAME	AMOUNT

CAPITAL PROJECTS - PARKS/REC		
TOWNSEND BUILDING SUPPLY		97,686.69

		97,686.69

	TOTAL	97,686.69
** END OF REPORT - Generated by Bobbi Jo Lewis **		



Enterprise

533 Boll Weevil Circle
Enterprise, Alabama 36330
334-347-2224

Collect Later Order

Order No
Order Date

8478070
09/30/2024

Invoice Address

CITY OF ENTERPRISE
P O BOX 311000
ENTERPRISE, AL, 36331

Delivery Address

CITY OF ENTERPRISE
PEAVY PARK PEDESTRIAN BRIDGE
ENTERPRISE, AL, 36331

Customer

Your Ref

Delivery

Taken By

0000228

00244092-00

After 11/02/2024

Steven Watkins

This is a reprint

RECEIVED*Bobbi Jo Lewis*

By Bobbi Jo Lewis - Accounts Payable at 1:42 pm, Sep 30, 2024

PAID 09.30.2024 - FY24



Page 1 of 2

Special Instructions			Notes			
Line	Product Code	Description	Qty/Footage	Price	Per	Total
1	zz_SO-GENERIC_7143	3/4" x 26" GALV. COARSE THREAD HEX BOLT	170 ea	11.17	ea	1,898.90
2	zz_SO-COMPOSITEDE	TREX ENHANCED BASICS SADDLE 1X6X16 SQUA EDGE 1107/1	1,107 ea	41.31	ea	45,730.17
3	zz_SO-LUMBERPLY_2	12" BUTT DIAMETER x 20' TALL PT POLE 96/1	96 ea	257.06	ea	24,677.76
4		3-4 WEEK LEAD TIME ON PT POLE				
5	PT021208	PRESSURE TREATED 2 x 12 8FT ABOVE GROUND USE ONLY 86/8	86 ea	14.31	ea	1,230.66
6	PT040608	PRESSURE TREATED 4 X 6 8FT GROUND CONTAI 170/8	170 ea	16.88	ea	2,869.60
7	zz_4121448_0002	2X3X48X50'GREEN YARD FENCE FENCE YARD GREEN 2X3X48INX50FT 2X3X48X50'GREEN YARD FENCE FENCE YARD GREEN 2X3X48INX50FT	14 ROLL	97.99	ROLL	1,371.86
8	9922972	1-1/4EG FENCE STAPLE 12/1#	4 BX	6.99	BX	27.96
9	PT020608PRIME	PRESSURE TREATED 2 x 6 8FT #2 PRIME GROU CONTACT USE 214/8	214 ea	7.14	ea	1,527.96
10	PT020812	PRESSURE TREATED 2 x 8 12FT GROUND CONT USE 425/12	425 ea	12.89	ea	5,478.25
11	DT62V250AR	YELLOWWOOD EPOXY FLAT HEAD FASTENER TAN X 2-1/2 (2500 CT)	7 BX	120.64	BX	844.48
12	6189401	4X #10GRN BH DK SCRW STR DR BX 250	7 BX	64.99	BX	454.93
13	MWF	3/4-10 x 18" GALV COARSE THREAD HEX BOLT 05460 (10/BX)	17 BX	165.99	BX	2,821.83
14	MWF	3/4-10 GALVE HEX NET 51161 (42/BX)	19 BX	39.99	BX	759.81
15	MWF	3/4 GALV STANDARD FLAT WASHER 09125 (216/BX)	7 BX	154.99	BX	1,084.93
16	MWF	3/4 GALV LOCK WASHER 05640 (100/BX)	9 BX	63.99	BX	575.91

Subject to our terms and conditions of sale. Further copies available on request.

**Enterprise**

533 Boll Weevil Circle
Enterprise, Alabama 36330
334-347-2224

Collect Later Order

Order No
Order Date

8478070
09/30/2024

Invoice Address

CITY OF ENTERPRISE
P O BOX 311000
ENTERPRISE, AL, 36331

Delivery Address

CITY OF ENTERPRISE
PEAVY PARK PEDESTRIAN BRIDGE
ENTERPRISE, AL, 36331

Customer
Your Ref
Delivery
Taken By

0000228
00244092-00
After 11/02/2024
Steven Watkins

This is a reprint



Page 2 of 2

Line	Product Code	Description	Qty/Footage	Price	Per	Total
17	H8Z	HURRICANE TIE ZMAX	510 ea	1.22	ea	622.20
18	MWF	3/4-10 X 12" GALV COARSE THREAD HEX BOLT 05456 (10/BX)	17 BX	104.99	BX	1,784.83
19	MWF	3 X 3 X 1/4 SQUARE WASHER W/3/4" HOLE 54915 (16/BX)	12 BX	52.99	BX	635.88
20	MWF	3/4-10 X 16" GALV COARSE THREAD HEX BOLT 05459 (10/BX)	23 BX	142.99	BX	3,288.77

•APPROVED•

PO#: 244092

By:

Date: 9-30-24

Total Amount	\$97,686.69
Sales Tax	\$0.00
Order Total	\$97,686.69

All Special Order sales are Final! No Returns or Exchanges allowed on Special Order Items! Product will be invoiced with 30 days of arrival.

Subject to our terms and conditions of sale. Further copies available on request.

ACCOUNTS PAYABLE OCTOBER 2024 - A

WATER WORKS BOARD

TOTAL	\$162,813.68
--------------	---------------------

CITY OF ENTERPRISE

ADMINISTRATIVE DEPT CAPITAL	\$12,000.00
ADMINISTRATIVE DEPARTMENT	\$130,377.37
AIRPORT CAPITAL PROJECTS	\$0.00
CIVIC CENTER	\$9,589.27
CIVIL DEFENSE	\$160.54
CULTURE & RECREATION	\$0.00
DISPOSAL PLANT	\$56,578.73
TOURISM	\$10,158.75
E-911	\$26,568.23
ENGINEERING DEPARTMENT	\$43,269.35
ENG DEPT CAPITAL PROJ	\$0.00
ENTERPRISE LIBRARY	\$1,090.17
ENTERPRISE MUNICIPAL AIRPORT	\$5,644.99
ENTERPRISE MUNICIPAL AIRPORT FUEL	\$29,635.66
FARMER'S MARKET	\$2,172.99
FIRE DEPARTMENT	\$12,340.73
FIRE CAPITAL PROJECT	\$0.00
FLEET MAINTENANCE	\$15,269.84
GASOLINE	\$36,909.60
HEALTH & WELFARE	\$0.00
INCUBATOR	\$2,721.63
MUNICIPAL COURT	\$459.41
PARKS & RECREATION	\$62,270.77
PARKS & RECREATION CAPITAL PROJ	\$15,134.21
POLICE DEPARTMENT	\$87,535.24
SANITATION DEPARTMENT	\$12,904.89
SENIOR CITIZENS	\$419.04
SEWER DEPARTMENT	\$36,766.24
STREET DEPARTMENT	\$19,101.16
STREET CAPITAL PROJECTS	\$0.00
TOTAL	\$629,078.81

ACTION OF THE MAYOR

APPROVAL _____

EXCEPTIONS _____

DATE _____

10/01/2024 12:40
blewis

CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 100124TT TO 100124TT DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT

TOURISM	
KPS LLC	1,200.00

	1,200.00

TOTAL	1,200.00

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

10/04/2024 10:43
dslater

CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 1020Ww1 TO 1020Ww1 DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME

AMOUNT

WATER FUND

SYNOVUS BANK

43,943.00

43,943.00

TOTAL

43,943.00

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

WARRANT RANGE: 1020Gf1 TO 1020Gf1 DATES: 10/01/24 TO 09/30/25

ORG		
VENDOR NAME		AMOUNT
-----		-----
AIRPORT		
CINTAS CORPORATION		6.75

		6.75
CIVIC CENTER		
ALABAMA POWER COMPANY		223.13
CINTAS CORPORATION		41.45

		264.58
ENGINEERING		
ALABAMA POWER COMPANY		411.82
CINTAS CORPORATION		35.26

		447.08
FLEET MAINTENANCE		
CINTAS CORPORATION		94.26

		94.26
POLICE		
WEX BANK		151.79

		151.79
PUBLIC WORKS		
CINTAS CORPORATION		44.52

		44.52

TOTAL		1,008.98
** END OF REPORT - Generated by Demetris Slater **		

10/11/2024 08:30
dslater

CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 1020Sd1 TO 1020Sd1 DATES: 10/01/24 TO 09/30/25

ORG	
VENDOR NAME	AMOUNT

DISPOSAL DEPT	
CINTAS CORPORATION	57.15

	57.15

TOTAL	57.15
** END OF REPORT - Generated by Demetris Slater **	

10/18/2024 11:41
dslater

CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 1020Gf2 TO 1020Gf2 DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT

ADMINISTRATIVE	
ALABAMA POWER COMPANY	6,526.25
CANON SOLUTIONS AMERICA	2,112.26
CHARTER COMMUNICATIONS	103.24

	8,741.75
AIRPORT	
COVINGTON ELECTRIC COOPERATIVE	414.49

	414.49
ENGINEERING	
ALABAMA POWER COMPANY	352.64
PEA RIVER ELECT COOP	42.21

	394.85
FIRE	
CHARTER COMMUNICATIONS	87.28

	87.28
FLEET MAINTENANCE	
CINTAS CORPORATION	94.26

	94.26
PARKS/RECREATION	
ALABAMA POWER COMPANY	11.09

	11.09
PUBLIC WORKS	
CINTAS CORPORATION	44.52
COVINGTON ELECTRIC COOPERATIVE	106.04

	150.56

TOTAL	9,894.28

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

10/18/2024 11:41 | CITY OF ENTERPRISE
dslater | WARRANT PUBLICATION LIST

WARRANT RANGE: 1020Sc2 TO 1020Sc2 DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT

SENIOR CITIZENS CENTER	
A-ONE BUSINESS SOLUTIONS	25.00

	25.00

TOTAL	25.00
** END OF REPORT - Generated by Demetris Slater **	

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CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 1020Sd2 TO 1020Sd2 DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT

DISPOSAL DEPT	
ALABAMA POWER COMPANY	63.20
CINTAS CORPORATION	52.46

	115.66

TOTAL	115.66

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

10/18/2024 11:42 | CITY OF ENTERPRISE
dslater | WARRANT PUBLICATION LIST

WARRANT RANGE: 1020Ww2 TO 1020Ww2 DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT

WATER FUND - ADMINISTRATIVE	
CHARTER COMMUNICATIONS	99.99
COVINGTON ELECTRIC COOPERATIVE	115.98
WELLS FARGO VENDOR FIN SERV	97.39

	313.36

TOTAL	313.36
** END OF REPORT - Generated by Demetris Slater **	

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CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 110624G TO 110624G DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT

ADMINISTRATIVE	
ALABAMA POWER COMPANY	183.24
AMAZON CAPITAL SERVICES INC	86.24
BADGEPASS	1,752.00
CDW GOVERNMENT, INC.	85,881.00
COLUMN SOFTWARE, PBC	498.00
ENTERPRISE PAPER & JANITORIAL	481.83
J2 CLOUD SERVICES LLC	104.97
LATHEM TIME CORPORATION	484.00
M4 TECHNOLOGY	9,187.63
ODP Business Solutions	140.93
SAM'S WHOLESALE CLUB	50.00
TYLER TECHNOLOGIES, INC	21,604.08
U S BUSINESS PRODUCTS INC	124.00
WAL-MART COMMUNITY CARD	92.37

	120,670.29
AIRPORT	
AMAZON CAPITAL SERVICES INC	499.72
BRIGHTSPEED	754.50
BRUNSON PEST CONTROL	25.00
COLUMN SOFTWARE, PBC	251.44
LEWIS-SMITH SUPPLY CORP	115.91
SOUTHFIELD ENVIRONMENTAL	1,890.00

	3,536.57
CIVIC CENTER	
ALABAMA POWER COMPANY	8,623.52
BRUNSON PEST CONTROL	50.41
ENTERPRISE PAPER & JANITORIAL	284.60

	8,958.53
CIVIL DEFENSE	
ALABAMA POWER COMPANY	160.54

	160.54
DISPOSAL DEPT	
ALABAMA POWER COMPANY	12,726.00
BRUNSON PEST CONTROL	8.61

	12,734.61
ENGINEERING	
ALABAMA POWER COMPANY	30,294.17
AMAZON CAPITAL SERVICES INC	450.77
BRUNSON PEST CONTROL	222.76
COLUMN SOFTWARE, PBC	163.12
COMFORT SYSTEMS USA	8,379.00

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CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 110624G TO 110624G DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT
TRISTATE GRAPHICS	586.95
	40,096.77

FARMER'S MARKET

ALABAMA POWER COMPANY	848.27
BRUNSON PEST CONTROL	11.38
ENTERPRISE PRINTING LLC	305.00
GENEVA COUNTY COOPERATIVE ENTE	99.00
GULF SOUTH COMMUNICATIONS	400.00
WAL-MART COMMUNITY CARD	495.35
	2,159.00

FIRE

ADVANCE AUTO PARTS	45.12
AL FIRE COLLEGE BOOK STORE	372.85
ALABAMA FIRE COLLEGE	1,155.00
ALABAMA POWER COMPANY	4,009.30
AMAZON CAPITAL SERVICES INC	1,253.94
BRUNSON PEST CONTROL	30.90
EEP	523.35
ENTERPRISE PRINTING LLC	75.00
FLEETPRIDE	1,268.35
FOURSTAR FREIGHTLINER	58.75
GOODYEAR ENTERPRISES	500.00
HARRIS SECURITY SYSTEMS INC	206.85
INTERNATIONAL CODE COUNCIL	170.00
LOWES HOME CENTER INC	115.22
PARKER'S DIESEL SERVICE	242.54
SUNBELT FIRE APPARATUS	1,439.03
WILLIAMS AUTO PARTS	74.93
	11,541.13

FLEET MAINTENANCE

ADVANCE AUTO PARTS	14.66
DAVIS OIL CO INC	1,697.63
GOODSON AUTO PARTS	438.55
INTERSTATE BATTERIES	1,100.36
MIDLAND CITY ROAD MART	590.00
MITCHELL REPAIR INFORMATION CO	1,908.00
NAPA: GENUINE PARTS CO	7,742.00
TOTAL PETROLEUM, LLC	435.24
WILLIAMS AUTO PARTS	1,016.10
	14,942.54

GENERAL FUND

PERRY BROTHERS AVIATION FUEL	29,635.66
TOTAL PETROLEUM, LLC	36,909.60

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CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 110624G TO 110624G DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT

	66,545.26
INCUBATOR	
ALABAMA POWER COMPANY	2,312.01
BRIGHTSPEED	174.71
BRUNSON PEST CONTROL	28.79
LEWIS-SMITH SUPPLY CORP	89.37

	2,604.88
JUDICIAL	
ODP Business Solutions	109.41
WHITTAKER WARREN INSURANCE	350.00

	459.41
LIBRARY	
BRUNSON PEST CONTROL	16.26
LEWIS-SMITH SUPPLY CORP	21.91
SCARLETTE G. NAPPER	750.00
VIKING AUTOMATIC SPRINKLER COM	302.00

	1,090.17
PARKS/RECREATION	
ALABAMA POWER COMPANY	22,592.33
AMAZON CAPITAL SERVICES INC	562.64
BEN E. KEITH	501.24
BRUNSON PEST CONTROL	149.68
COMFORT SYSTEMS USA	865.77
DOWLING TRUCK AND TRACTOR	1,314.77
ENTERPRISE CHEVROLET	623.03
ENTERPRISE PAINT & INDUSTRIAL	398.00
ENTERPRISE PAPER & JANITORIAL	685.29
ENTERPRISE PRINTING LLC	160.00
FLOWERS BAKING CO OF THOMASVIL	125.94
J M ELECTRIC SUPPLY CO INC	333.20
KELLY SEED COMPANY	10,350.00
LEWIS-SMITH SUPPLY CORP	126.59
LOWES HOME CENTER INC	971.27
MAYER ELECTRIC SUPPLY	511.50
MCGRIFF TIRE CO., INC	463.96
MIDLAND CITY ROAD MART	447.00
NAPA: GENUINE PARTS CO	40.85
PARRISH ENTERPRISES INC	510.00
PEPSI COLA BOTTLING CO OF LUVE	518.70
PREMIUM PETALS INC	937.50
RECDESK LLC	5,400.00
SOUTHEAST HEALTH ENTERPRISE CL	130.00
SUNSOUTH LLC	187.96
WAL-MART COMMUNITY CARD	31.82
XENITH LLC	11,598.30

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CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 110624G TO 110624G DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT

	60,537.34
POLICE	
ALABAMA POWER COMPANY	756.21
AMAZON CAPITAL SERVICES INC	4,837.64
ANIMAL HEALTH CENTER	186.08
AUREUS INTERNATIONAL	44.00
BRIGHTSPEED	447.07
COMPUTER INFORMATION SYSTEMS I	18,251.50
CUSTOM CAR AUDIO	210.00
ED SHERLING FORD INC	2,955.08
ENTERPRISE CHEVROLET	155.04
ENTERPRISE PRINTING LLC	11,000.00
GRAINGER	6,525.56
GUARDIAN ALLIANCE TECHNOLOGIES	90.00
GULF STATES DISTRIBUTORS	25,548.00
J2 CLOUD SERVICES LLC	34.99
LOWES HOME CENTER INC	105.68
MCGRIFF TIRE CO., INC	1,600.68
ODP Business Solutions	161.89
POSITIVE SOLUTIONS	684.00
REEVES COMPANY INC	35.43
SAVANT LEARNING SYSTEMS	3,700.00
SEMINOLE COMMUNICATIONS INC	820.76
SOUTHEAST HEALTH ENTERPRISE CL	35.00
WAL-MART COMMUNITY CARD	158.24
WALTER CRAIG LLC	5,610.00
WILLIAMS AUTO PARTS	1,111.10
WIREGRASS AVIATION SUPPORT PRO	1,600.00

	86,663.95
PUBLIC WORKS	
ALABAMA POWER COMPANY	5,600.41
BATTERY SOURCE	119.97
BRIGHTSPEED	708.54
BRUNSON PEST CONTROL	43.90
ENTERPRISE PAPER & JANITORIAL	889.72
HUDSON OFFICE SUPPLY COMPANY	216.53
J2 CLOUD SERVICES LLC	34.99
LEWIS-SMITH SUPPLY CORP	46.15
LOWES HOME CENTER INC	56.92
VESTIS GROUP - WESTERN FIRST A	597.88
WATSON GLASS COMPANY	1,675.00

	9,990.01
SANITATION	
ASHBERRY LANDFILL LLC	489.00
COVINGTON HEAVY DUTY PARTS INC	989.15
ENTERPRISE PAPER & JANITORIAL	704.00

10/31/2024 16:02
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CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 110624G TO 110624G DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT
FLEETPRIDE	1,160.11
FOURSTAR FREIGHTLINER	121.14
GSP MARKETING INC	1,442.47
INGRAM EQUIPMENT COMPANY	1,896.66
J & J HYDRAULICS, LLC	2,077.74
LOWES HOME CENTER INC	61.23
NAPA: GENUINE PARTS CO	123.39
SOUTHEAST HEALTH ENTERPRISE CL	65.00
TOTER INC	3,775.00

	12,904.89

SEWER

ALABAMA POWER COMPANY	1,528.23
BRUNSON PEST CONTROL	8.61

	1,536.84

STREET

DOWLING TRUCK AND TRACTOR	1,009.88
FLEETPRIDE	114.80
FOURSTAR FREIGHTLINER	6.40
G & M STARTER & ALTERNATOR	449.00
GENEVA COUNTY COOPERATIVE ENTE	7.90
INGRAM EQUIPMENT COMPANY	2,145.77
LOWES HOME CENTER INC	346.09
NAPA: GENUINE PARTS CO	215.49
PARRISH ENTERPRISES INC	95.00
RENT READY EQUIPMENT & SALES	1,840.00
SOUTHEAST HEALTH ENTERPRISE CL	35.00
SOUTHERN HYDRAULIC SERVICES, I	920.00
SUNSOUTH LLC	164.47
TRAILER WORLD INC	396.00
WILLIAMS AUTO PARTS	84.06
WIREGRASS CONSTRUCTION CO., IN	380.60

	8,210.46

WATER FUND - ADMINISTRATIVE

ALABAMA POWER COMPANY	35,870.19
BRIGHTSPEED	328.42
BRUNSON PEST CONTROL	28.70
J2 CLOUD SERVICES LLC	34.99
SOUTHEAST HEALTH ENTERPRISE CL	35.00

	36,297.30

TOTAL

501,640.49

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CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 110624W TO 110624W DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT

GENERAL FUND	
CITY GENERAL FUND	36,297.30

	36,297.30
WATER FUND - ADMINISTRATIVE	
AMAZON CAPITAL SERVICES INC	258.77
BECKHAM SEPTIC TANK & DITCHIN	110.00
DOWLING TRUCK AND TRACTOR	120.00
ED SHERLING FORD INC	516.29
EMPIRE PIPE & SUPPLY	37,500.00
LEWIS-SMITH SUPPLY CORP	1,871.63
LOWES HOME CENTER INC	564.99
MIDLAND CITY ROAD MART	1,298.80
ODP Business Solutions	688.25
SERVICE CHEMICAL INDUSTRIES, I	5,488.70
SMYRNA READY MIX CONCRETE LLC	1,101.00
UNIFIRST CORPORATION	439.48
VERMEER SOUTHEAST	413.98
WATSON GLASS COMPANY	385.65
WIREGRASS CENTRAL RAILWAY, LLC	750.00

	51,507.54

TOTAL	87,804.84
** END OF REPORT - Generated by Bobbi Jo Lewis **	

10/31/2024 16:03
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CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 110624TT TO 110624TT DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT

TOURISM	
AMAZON CAPITAL SERVICES INC	97.91
DURDEN OUTDOOR DISPLAYS, INC.	1,230.00
ENTERPRISE PRINTING LLC	1,385.00
ENTERPRISE QUARTERBACK CLUB	350.00
GO DIGITAL WITH DONNIA	950.00
KPS LLC	1,200.00
MAIN STREET ALABAMA	150.00
PARRISH ENTERPRISES INC	3,325.00
WAL-MART COMMUNITY CARD	270.84

	8,958.75

TOTAL	8,958.75
** END OF REPORT - Generated by Bobbi Jo Lewis **	

10/31/2024 16:04 CITY OF ENTERPRISE
blewis WARRANT PUBLICATION LIST

WARRANT RANGE: 110624E TO 110624E DATES: 10/01/24 TO 09/30/25

ORG	
VENDOR NAME	AMOUNT

E-911	
AMAZON CAPITAL SERVICES INC	499.99
CDW GOVERNMENT, INC.	6,964.74
CGI SYSTEMS	700.00
COMPUTER INFORMATION SYSTEMS I	18,251.50
NATIONAL EMERGENCY NUMBER ASSO	152.00

	26,568.23

TOTAL	26,568.23
** END OF REPORT - Generated by Bobbi Jo Lewis **	

10/31/2024 16:04
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CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 110624SD TO 110624SD DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT

DISPOSAL DEPT	
AMSHER, LLC	13,129.90
COLUMN SOFTWARE, PBC	2,071.76
ENTERPRISE PAPER & JANITORIAL	423.57
GENEVA COUNTY COOPERATIVE ENTE	118.90
LOWES HOME CENTER INC	355.97
MCGRIFF TIRE CO., INC	514.00
MILLER/HUMPHREY PLUMBING & ELE	8.50
NANTZE SPRINGS INC	27.85
POLYENVIRONMENTAL CORPORATION	313.20
TALCO INDUSTRIAL CHEMICALS, IN	1,246.50
USABBLUEBOOK	576.35

	18,786.50

GENERAL FUND

CITY GENERAL FUND	14,271.45

	14,271.45

SEWER

DOWLING TRUCK AND TRACTOR	2,379.98
ED SHERLING FORD INC	401.40
RENT READY EQUIPMENT & SALES	7,235.00
TALCO INDUSTRIAL CHEMICALS, IN	23,417.80
TRACTOR & EQUIPMENT	1,356.76
WILLIAMS AUTO PARTS	48.00

	34,838.94

TOTAL 67,896.89

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

10/31/2024 16:05 CITY OF ENTERPRISE
blewis WARRANT PUBLICATION LIST

WARRANT RANGE: 110624CC TO 110624CC DATES: 10/01/24 TO 09/30/25

ORG		
	VENDOR NAME	AMOUNT
	-----	-----
	CAPITAL PROJECTS - ADMIN	
	BNG ENTERPRISES	12,000.00

		12,000.00
	 CAPITAL PROJECTS - PARKS/REC	
	BNG ENTERPRISES	12,000.00
	LEWIS-SMITH SUPPLY CORP	3,134.21

		15,134.21

	TOTAL	27,134.21
	** END OF REPORT - Generated by Bobbi Jo Lewis **	

10/31/2024 16:05 CITY OF ENTERPRISE
blewis WARRANT PUBLICATION LIST

WARRANT RANGE: 110624SC TO 110624SC DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT
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SENIOR CITIZENS CENTER	
ENTERPRISE PAPER & JANITORIAL	394.04

	394.04

TOTAL	394.04

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CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 1020Gf3 TO 1020Gf3 DATES: 10/01/24 TO 09/30/25

ORG	VENDOR NAME	AMOUNT
ADMINISTRATIVE		
	CANON SOLUTIONS AMERICA	885.15
	FEDEX	52.42
	SOUTHEAST ALABAMA GAS DISTRICT	27.76

		965.33
AIRPORT		
	C SPIRE	145.95
	CINTAS CORPORATION	13.50
	COVINGTON ELECTRIC COOPERATIVE	1,527.73

		1,687.18
CIVIC CENTER		
	BRIGHTSPEED	149.78
	CANON SOLUTIONS AMERICA	143.32
	CINTAS CORPORATION	41.45
	SOUTHEAST ALABAMA GAS DISTRICT	31.61

		366.16
ENGINEERING		
	ALABAMA POWER COMPANY	3.73
	CANON SOLUTIONS AMERICA	275.03
	COVINGTON ELECTRIC COOPERATIVE	2,051.89

		2,330.65
FARMER'S MARKET		
	SOUTHEAST ALABAMA GAS DISTRICT	13.99

		13.99
FIRE		
	CHARTER COMMUNICATIONS	187.66
	COVINGTON ELECTRIC COOPERATIVE	399.00
	SOUTHEAST ALABAMA GAS DISTRICT	125.66

		712.32
FLEET MAINTENANCE		
	CINTAS CORPORATION	138.78

		138.78
INCUBATOR		
	C SPIRE	95.95
	SOUTHEAST ALABAMA GAS DISTRICT	20.80

		116.75

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CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 1020Gf3 TO 1020Gf3 DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT

PARKS/RECREATION	
MINI MALL STORAGE US PROPERTI	80.00
ALABAMA POWER COMPANY	1,564.16
BRIGHTSPEED	78.18

	1,722.34

POLICE

MINI MALL STORAGE US PROPERTI	100.00
BRIGHTSPEED	348.76
CANON SOLUTIONS AMERICA	16.21
COVINGTON ELECTRIC COOPERATIVE	159.74
WELLS FARGO FINANCIAL LEASING	94.79

	719.50

PUBLIC WORKS

BRIGHTSPEED	78.18
CANON SOLUTIONS AMERICA	273.74
CINTAS CORPORATION	138.78
COVINGTON ELECTRIC COOPERATIVE	150.25
SOUTHEAST ALABAMA GAS DISTRICT	64.66

	705.61

TOTAL 9,478.61

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11/01/2024 08:57 | CITY OF ENTERPRISE
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WARRANT RANGE: 1020Sd3 TO 1020Sd3 DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT

DISPOSAL DEPT	
ALABAMA POWER COMPANY	57.54
CINTAS CORPORATION	114.30
COVINGTON ELECTRIC COOPERATIVE	24,712.97

	24,884.81

SEWER

COVINGTON ELECTRIC COOPERATIVE	390.46

	390.46

TOTAL	25,275.27

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WARRANT RANGE: 1020Ww3 TO 1020Ww3 DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT

WATER FUND - ADMINISTRATIVE	
ALABAMA POWER COMPANY	9,062.10
COVINGTON ELECTRIC COOPERATIVE	21,588.29
SOUTH ALABAMA ELECTRIC COOPERA	30.99
SOUTHEAST ALABAMA GAS DISTRICT	71.10

	30,752.48

TOTAL	30,752.48
** END OF REPORT - Generated by Demetris Slater **	

CONTRACT BILLINGS REGISTER
NOVEMBER 5, 2024

1. **Ardurra Group, Inc. -**

Invoice No. 149641 - \$23,184.00 – Professional Services – 2024 WWTF Upgrades

Invoice No. 153929 - \$132,938.50 – Professional Services = 2024 WWTF Upgrades

2. **Poly, Inc. -**

Invoice No. 20622 - \$1,794.21 – Engineering Technical Services – ADVA Home

Invoice No. 20624 - \$4,245.00 – Preliminary Engineering/Design – Main Street Bump Out Islands

Invoice No. 20625 - \$31,875.00 – Engineering Design Services – FY25 Resurfacing/Phase V

Invoice No. 20627 - \$8,192.76 – Engineering Design - Multipurpose Rec Complex/Phase II

Invoice No. 20646 - \$8,891.34 – Contract Administration – Daleville Avenue TAP Sidewalks

TOTAL CONTRACT BILLINGS - \$211,120.81



4921 Memorial Highway, Suite 300
Tampa, FL 33634
Phone: 813.880.8881
Fax: 813.880.8882

Please Remit to:

ARDURRA GROUP, INC.
P.O. BOX 23402
Tampa, FL 33623

Barry Mott
City of Enterprise, AL
501 South Main St.
Enterprise, AL 36330

May 24, 2024

Project No: 2024-0222-00
Invoice No: 149641

2024-0222-00 City of Enterprise 2024 WWTF Upgrades

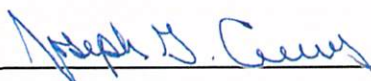
Professional Services through April 30, 2024

Fees

Description	Contract Amount	Percent Complete	Completed To Date	Amount Due Now
Accumulation and Review of Existing Info	6,100.00	75.00	4,575.00	0.00
Task 2 –Facilities Condition Assessment	66,240.00	70.00	46,368.00	23,184.00
Task 3 – Alabama State Revolving Funds A	30,090.00	15.00	4,513.50	0.00
Electical System Evlauation	10,440.00	0.00	0.00	0.00
Design Services	179,298.00	0.00	0.00	0.00
Bidding Services	19,922.00	0.00	0.00	0.00
Total Fee	312,090.00		55,456.50	23,184.00
		Previous Fee Billing	32,272.50	
	Total Fee			23,184.00
		Total this Invoice		\$23,184.00

Approved
BMott
10/29/2024

	Current	Prior	Total	Received	AR Balance
Billings to Date	23,184.00	32,272.50	55,456.50	32,272.50	23,184.00


Joseph Crews

Date: 09/15/24



4921 Memorial Highway, Suite 300
Tampa, FL 33634
Phone: 813.880.8881
Fax: 813.880.8882

Please Remit to:

ARDURRA GROUP, INC.
P.O. BOX 23402
Tampa, FL 33623

Barry Mott
City of Enterprise, AL
501 South Main St.
Enterprise, AL 36330

September 11, 2024
Project No: 2024-0222-00
Invoice No: 153929

2024-0222-00 City of Enterprise 2024 WWTF Upgrades
Professional Services through August 31, 2024
Fees

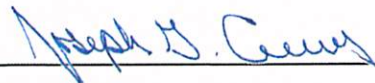
Description	Contract Amount	Percent Complete	Completed To Date	Amount Due Now
Accumulation and Review of Existing Info	6,100.00	100.00	6,100.00	1,525.00
Task 2 –Facilities Condition Assessment	66,240.00	100.00	66,240.00	19,872.00
Task 3 – Alabama State Revolving Funds A	30,090.00	60.00	18,054.00	13,540.50
Electical System Evlauation	10,440.00	80.00	8,352.00	8,352.00
Design Services	179,298.00	50.00	89,649.00	89,649.00
Bidding Services	19,922.00	0.00	0.00	0.00
Total Fee	312,090.00		188,395.00	132,938.50
		Previous Fee Billing	55,456.50	
Total Fee				132,938.50
Total this Invoice				\$132,938.50

Outstanding Invoices

Number	Date	Balance
149641	5/24/2024	23,184.00
Total		23,184.00

Approved
BMott
10/29/2024

	Current	Prior	Total	Received	AR Balance
Billings to Date	132,938.50	55,456.50	188,395.00	32,272.50	156,122.50



Joseph Crews

Date: 09/15/24



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 : 20622
DATE: 10/11/24
TERMS: NET 30 Days
JOB NO.: 11-453

Attn: Mrs. Beverly Sweeney, City Clerk

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 09/30/2024 \$29,620.91

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

Total Amount \$35,183.47

Less Previous Invoices -\$33,389.26

Total Amount Due \$1,794.21

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 : 20624
DATE: 10/14/24
TERMS: NET 30 Days
JOB NO.: 11-479

Attn: Mr. Barry Mott, City Engineer

FOR PROFESSIONAL SERVICES RENDERED AS FOLLOWS:

RE : Main Street Bump Out Islands

Preliminary engineering design services rendered under Task Order No. 58 related to landscaped bump out islands at the intersection of Main Street and College Street.

(Services rendered through 09/30/2024)

Topographic Survey Phase:

\$2,400 x 100% \$2,400.00

Preliminary Design Phase:

\$6,150 x 30% \$1,845.00

Total Amount \$4,245.00

Less Previous Invoices \$0.00

Total Amount Due **\$4,245.00**

Approved
BMott
10/29/2024



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 : 20625
DATE: 10/14/24
TERMS: NET 30 Days
JOB NO.: 11-477

Attn: Mrs. Beverly Sweeney, City Clerk

FOR PROFESSIONAL SERVICES RENDERED AS FOLLOWS:

Re: FY25 Resurfacing Improvements - Phase V

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

Preliminary Construction Budget - \$1,500,000
(Services Rendered through 09/30/2024)

Amount Due Preliminary Design Phase:

\$1,500,000 x .50% x 100% \$7,500.00

Amount Due Final Design Phase:

\$1,500,000 x 3.25% x 50% \$24,375.00

Amount Due Bidding Phase:

\$1,500,000 x .25% x 0% \$0.00

Total Amount \$31,875.00

Less Previous Payments \$0.00

Amount Due This Invoice **\$31,875.00**

Approved
BMott
10/29/2024

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 : 20627
DATE: 10/18/24
TERMS: NET 30 Days
JOB NO.: 11-443.03

Attn: Mr. Barry Mott P.E., City Engineer

FOR PROFESSIONAL SERVICES RENDERED AS FOLLOWS:

Re: Enterprise Multipurpose Recreational Complex - Phase 2

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

(Services Rendered through 09/30/2024)

Amount Due Final Design Phase:

\$110,000.00 x 45% \$49,500.00

Amount Due Bidding Phase:

\$10,000.00 x 0% \$0.00

ADEM NPDES Permitting (NTE \$10,000):

Poly Personnel Cost to Date \$1,307.76

ADEM Permit Fee (Paid by Poly) \$1,385.00

Additional Services Rendered:

Revisions to Site Layout and Grading Plan
for Public Works Construction..... \$4,151.12

Field Staking of Multipurpose Field Corners and Setting
Additional Control Points..... \$739.16

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

Total Amount \$61,083.04

Less Previous Payments \$52,890.28

Amount Due This Invoice **\$8,192.76**

Approved
BMott
10/29/2024



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 : 20646
DATE: 10/28/24
TERMS: NET 30 Days
JOB NO.: 11-481

Attn: Mr. Barry Mott, City Engineer

FOR PROFESSIONAL SERVICES RENDERED AS FOLLOWS:

RE: Daleville Avenue TAP Sidewalks
ALDOT Project No. TAPOA-TA22(931)

General engineering contract administration and technical assistance rendered under Task Order No. 47-7 related to completion of the contract award phase of the above referenced project.

Personnel Cost through 09/30/2024 \$8,891.34

Total Amount \$8,891.34

Less Previous Invoices \$0.00

Total Amount Due **\$8,891.34**

Approved
BMott
10/29/2024

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

THANK YOU FOR YOUR BUSINESS!

Seeking permission to remove from inventory, destroy or donate the following items.

4-Honeywell SCBA packs

Safety House/RV.

Model: ORBIT 29RLA

VIN: 4CK1R292354007087

This unit has sustained significant water damage, making repairs cost-prohibitive.

Christopher Davis Fire Chief

Enterprise Fire Department

(334)406-0245

enterprisefd.com

CITY OF ENTERPRISE

APPLICATION FOR A PARADE/PUBLIC EVENT/ DEMONSTRATION PERMIT

DATE: 10/11/2024

NAME OF ORGANIZATION: Enterprise State Community College Cross Country **PHONE:** 610-392-1683
Main Street Enterprise – Mariah Montgomery 334-406-1274

PERSON/ORGANIZATION RESPONSIBLE: Chris Christian (ESCC) **PHONE:** 610-392-1683
Mariah Montgomery 334-406-1274

MAILING ADDRESS: P.O. Box 1300, Enterprise, AL 36331

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: **Wholiday 5K & Fun Run 2024**

This is an annual Whoville-themed run designed to involve the community in downtown Whoville activities while raising money for the Enterprise State Community College Cross Country team and creating memories in the downtown district.

ESCC & MSE are requesting a street closure of East College Street.

(2) Date of Assembly: 12/14/2024

(3) Hours:

Event Hours

East College Street (Edwards to Main)

Begin: 7:30 AM

Close: 6:30AM

End: 10:00AM

Open: 11:00AM

Number of Persons: 500+

Number of Animals: 0

Number of Floats: 0

Route of parade: N/A

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

This is an East College Street closure request ONLY to allow for registration set up, water stations, and the race START and FINISH lines. A specific map of the race route will be provided to EPD prior to the event.

Event Rain Date: 12/21/2024

Will utilize this date if Whoville Celebration gets bumped to 12/14 due to weather

This requested permit is hereby () Granted () Denied

DATE: _____

William E. Cooper Mayor
Enterprise, Alabama

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

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

CITY OF ENTERPRISE

APPLICATION FOR A PARADE/PUBLIC EVENT/ DEMONSTRATION PERMIT

DATE: 10/10/2024 - REVISED VERSION

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

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

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

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

(1) The purpose of the public assembly is: **Whoville Celebration 2024**

This annual signature event for Downtown Enterprise provides a family-focused festival to celebrate the holidays and promote the downtown district as well as the City of Enterprise as a destination for the holidays. The event will feature food and market vendors, children and adult activities, contests, etc.

MSE and FOMS are requesting a street closure of East & West College Street, Easy Street, East & West Grubbs Street and Main Street.

(2) Date of Assembly: 12/07/2024

(3) Hours:

Event Hours	Begin: 10:00 AM	End: 4:00PM
College Street (Edwards to Railroad Tracks)	Close: 6:00 AM	Open: 5:00PM
Easy Street (Edwards to Main)	Close: 7:00 AM	Open: 5:00PM
West Grubbs Street (Main to Railroad Street)	Close: 7:00 AM	Open: 5:00PM
East Grubbs Street (Edwards to Main)	Close: 7:00 AM	Open: 5:00PM
Main Street (Lee to Harrison)	Close: 8:00 AM	Open: 5:00PM
Railroad Street (College to Grubbs)	Close: 7:00 AM	Open: 5:00PM

Number of Persons: 5000+

Number of Animals: 20+

Number of Floats: 0

Route of parade: N/A

This event is a street festival with retail and food vendors, music, and activities that will require the following street closures to accommodate set up and break down:

College Street (Edwards to Railroad Tracks) from 6 AM to 5 PM
Easy Street (Edwards to Main) from 7 AM to 5 PM
West Grubbs Street (Main to Railroad Street) from 7 AM to 5 PM
East Grubbs Street (Edwards to Main) from 7 AM to 5 PM
Main Street (Lee to Harrison) from 8 AM to 5 PM
Railroad Street (College to Grubbs) 7AM - 5PM

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

For the closure of Main Street, MSE/FOMS will submit an additional closure request to ALDOT. As this event requires a 9 HR closure, this would be considered an exception to the usual timeframe rule, however, it is to facilitate the size of this event, increased vendor participation, and historic attendance.

Event Rain Date: 12/14/2024

This requested permit is hereby () Granted () Denied

ORDINANCE 11-05-24

AN ORDINANCE OF THE CITY OF ENTERPRISE, ALABAMA, TO AMEND
THE CITY'S BUSINESS LICENSE CODE SET FORTH IN ORDINANCE NO. 08-17-21-C

WHEREAS, the City Council of the City of Enterprise, Alabama ("the City Council") adopted Ordinance No. 08-17-21-C which sets forth the Business License Code of the City of Enterprise, Alabama;

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

Section 1. Section 24 of Ordinance No. 08-17-21-C is hereby amended as follows:

Procedure for revocation or suspension of license.

(a) Any lawful license issued to any person to conduct any business shall be subject to revocation by the municipal governing body:

(i) for the violation by the licensee, his agent, servant, or employee of any provision of this ordinance or of any ordinance of the municipality, or any statute of the State of Alabama relating to the business for which such license is issued, including, but not limited to, those violations occurring under color of such license or those violations occurring, in whole or in part, at any place where the licensed business is carried on;

(ii) if the licensee, his agent, servant, or employee under color of such license aids or abets in violating or knowingly permits or suffers to be violated any penal ordinance of the municipality or any criminal law of the State of Alabama, either under color of such license or at any place, whether in whole or part, where the licensed business is carried on;

(iii) if, in connection with the issuance or renewal of any license, the licensee or his agent filed or caused to be filed any application, affidavit, statement, certificate, book, or any other data containing any false, deceptive or other misleading information or omission of material fact; or

(iv) if the licensee, his agent, servant, or employee operates the business for which such license is issued in such a manner as to be detrimental to the public health, safety or welfare or so as to constitute a nuisance, or has done so within the twelve months preceding the issuance of notice for the revocation hearing provided in subparagraph (c) below.

(b) The conditions hereinabove set forth as grounds for the revocation of a license shall also constitute grounds for refusing to renew a license.

(c) The municipal governing body shall set a time for hearing on the matter of revoking or refusing to renew a license; and a notice of such hearing shall be given to the licensee, or the applicant for renewal, as the case may be, at least ten (10) days before the day set for said hearing. At the hearing, the municipal governing body shall hear all evidence offered by any party and all evidence that may be presented bearing upon the question of revocation or the refusal of renewal, as the case may be.

Section 2. This ordinance shall become effective upon its adoption as provided by law.

Section 3. The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph and/or section of this Ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other section, paragraph, sentence, clause and/or phrase, since the same would have been enacted by the City Council of the City of Enterprise, Alabama without the incorporation of such section, paragraph, sentence, clause and/or phrase.

Duly Passed and Adopted this _____ day of _____, 2024.

COUNCIL:

Council President Turner Townsend
District #5

Council Member Sonya W. Rich
District #1

Council Member Eugene Goolsby
District #2

Council Member Greg Padgett
District #3

Council Member Scotty Johnson
District #4

ATTEST:

Beverly Sweeney
City Clerk

Transmitted to the Mayor this _____ day of _____, 2024.

Beverly Sweeney
City Clerk

ACTION OF THE MAYOR:

Approved this _____ day of _____, 2024.

William E. Cooper
Mayor

ATTEST:

Beverly Sweeney
City Clerk

RESOLUTION 11-05-24
TRANSPORTATION ALTERNATIVES PROGRAM
PROJECT NO. TAPAA-TA25(923)

BE IT RESOLVED, by the City of Enterprise as follows:

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Sidewalks along Bellwood Rd. from the US-84 Bypass to Geneva Hwy. (AL-27) and along George C. Wallace Dr. from Bellwood Rd. to the Enterprise Multipurpose Recreational Complex; Project# TAPAA-TA25(923); CPMS Ref# 100079581 and 100079582.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

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

Duly Passed and Adopted this _____ day of _____, 2024.

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

**PRELIMINARY ENGINEERING
AND
CONSTRUCTION
AGREEMENT
FOR A
TRANSPORTATION ALTERNATIVES PROGRAM
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND THE
CITY OF ENTERPRISE
Coffee County**

**Project No. TAPAA-TA25(923)
CPMS Ref# 100079581 & 100079582**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Enterprise, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the sidewalks along Bellwood Rd. from the US-84 Bypass to Geneva Hwy. (AL-27) and along George C. Wallace Dr. from Bellwood Rd. to the Enterprise Multipurpose Recreational Complex; Project# TAPAA-TA25(923); CPMS Ref# 100079581 and 100079582.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. It is expressly understood that federal funds for this project will be provided from Transportation Alternatives Program (TAP) funds as authorized by the U.S. Congress and the STATE will not be liable for any funding. Cost for the project will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent CITY funds, based on the contract as let price plus CE&I or the estimated costs below, whichever is lower. Any deficiency in Federal Aid or overrun in costs will be borne by the CITY from CITY funds unless approved in writing by the STATE. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.

- B. The estimated cost and participation by the various parties is as follows:

PRELIMINARY ENGINEERING

FUNDING SOURCE	ESTIMATED COSTS
Federal TAP Funds	\$ 67,760.00
City Funds	\$ 16,940.00

TOTAL	\$ 84,700.00

CONSTRUCTION

FUNDING SOURCE	ESTIMATED COSTS
Federal TAP Funds	\$ 732,240.00
City Funds	\$ 183,060.00

TOTAL (Incl CE&I)	\$ 915,300.00

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the FHWA or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost to the Project. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which

reimbursement is requested by the CITY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

- B. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will be an eligible cost to the project, as approved by the application.
- C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will be an eligible cost to the Project.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for ***Procedures for Processing State and Industrial Access Funded County and City Projects***, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

- D. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost to the Project.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.
- B. Associated Construction costs will be an eligible cost to the Project.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

- E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.
- F. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. Exhibits A, E, H, M, and N are hereby attached to and made a part of this Agreement.

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

ATTEST:

City of Enterprise, Alabama

By: _____
City Clerk (Signature)

By: _____
As Mayor (Signature)

Type Name of Clerk
(AFFIX SEAL)

Type Name of Mayor

This contract has been legally reviewed and approved as to form.

By: _____
Legal Counsel for
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

Steven C. Graben, P.E.
Southeast Region Engineer

Bradley B. Lindsey, P.E.
State Local Transportation Engineer

Edward N. Austin, P. E.
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20_____.

KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER _____

BE IT RESOLVED, by the City of Enterprise as follows:

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Sidewalks along Bellwood Rd. from the US-84 Bypass to Geneva Hwy. (AL-27) and along George C. Wallace Dr. from Bellwood Rd. to the Enterprise Multipurpose Recreational Complex; Project# TAPAA-TA25(923); CPMS Ref# 100079581 and 100079582.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

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

I, the undersigned qualified and acting Clerk of the City of Enterprise, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the _____ day of _____, 20____, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

City Clerk

Mayor

_____ day of _____, 20____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 20____.

City Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 - 1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 - 2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H**Page 1****EQUAL RIGHTS PROVISIONS**

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. Solicitations

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. Information and Reports

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H**Page 4**

The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H**Page 5**

- b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

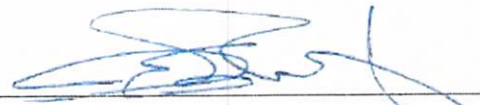
A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

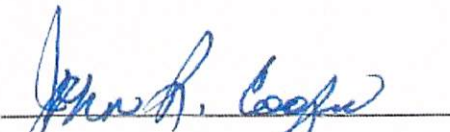
RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

1-20

Rev. 10/2017

RESOLUTION 11-05-24-A
ACCEPTING STREETS AND OTHER PUBLIC EASEMENTS/IMPROVEMENTS
HUNTERS HILL SUBDIVISION, PHASE IV

WHEREAS, the Enterprise Planning Commission and City Staff have reported to the Council that as to Hunters Hill Phase IV 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 Hunters Hill Phase IV Subdivision as public dedications, as set out in the October 22, 2024 letter from Thomas Hardy to the Council, said letter incorporated by reference herein as if stated in full.

Duly Passed and Adopted this _____ day of _____, 2024.

COUNCIL:

Council President Turner Townsend
District #5

Council Member Sonya W. Rich
District #1

Council Member Eugene Goolsby
District #2

Council Member Greg Padgett
District #3

Council Member Scotty Johnson
District #4

ATTEST:

Beverly Sweeney
City Clerk



City of Enterprise

Department of Engineering Services & Public Works

501 S Main Street

Enterprise, Alabama 36330

Phone (334) 348-2671

engineering@enterpriseal.gov

October 22, 2024

Enterprise City Council Members
City of Enterprise
Enterprise, Alabama

Council Members:

The Enterprise Planning Commission held a public hearing on October 21, 2024, to consider and act upon the following request:

A request by Kade Brunson with Boyd Engineering, LLC, for final plat approval of Hunter's Hill Subdivision, Phase IV.

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 Hutners Hill Subdivision, Phase IV.

Sincerely,

Thomas Hardy
Assistant Director of Engineering Services

Council Agenda Item - Airport Grant Agreement

From Barry Mott <bmott@enterpriseal.gov>

Date Tue 10/29/2024 11:41 PM

To Beverly Sweeney <bsweeney@enterpriseal.gov>

Cc Kim Hughes <khughes@enterpriseal.gov>; LeeAnn Swartz <lswartz@enterpriseal.gov>; Jonathan Tullos <jtullos@enterpriseal.gov>

 1 attachments (354 KB)

Enterprise Municipal Airport State Grant Offer EDN-01-0924-A.pdf;

Beverly,

Please add this item to the next council agenda.

I am seeking Council approval for the Mayor to execute a 2024 Airport Improvement Funding Agreement with the State of Alabama Department of Transportation to go towards a new aircraft hangar development project at the Enterprise Municipal Airport for Enterprise Rescue . This grant is a 50/50 grant for up to \$500,000.



**ALABAMA
DEPARTMENT OF TRANSPORTATION**

Aeronautics Bureau
1409 Coliseum Boulevard
Montgomery, Alabama 36130-3050
Phone (334) 242-6820 FAX (334) 353-6540
Internet <http://www.dot.state.al.us>



Kay Ivey
Governor

John R. Cooper
Transportation Director

September 26, 2024

The Honorable William Cooper
Mayor, City of Enterprise
P.O. Box 311000
Enterprise, AL 36331

Dear Mayor Cooper:

In response to the City of Enterprise's application for state funds dated July 11, 2024, I am pleased to advise you that the Transportation Director has approved the following funds for improvements to the Enterprise Municipal Airport:

<u>Project Description</u>	<u>Amount</u>
Construct Corporate Hangar Project No: EDN-01-0924-A	\$500,000.00

The City of Enterprise should coordinate all phases of the project through the Aeronautics Bureau office in Montgomery.

A copy of the funding agreement for the above project accompanies this letter. Please be aware that an electronically signed copy of the funding agreement must be received by the Aeronautics Bureau within fourteen (14) calendar days of its receipt. Failure to do so will result in the withdrawal of the STATE'S funding offer. Please be aware that no state funds will be paid for the above project until the funding agreement has been fully executed by the state. When the agreement is fully executed by Governor Ivey's signature, a copy will be returned for your file.

If you have any questions, please contact either the staff or me, at (334) 242-6820.

Sincerely,

Frank Farmer
Chief, Aeronautics Bureau

Cc: Governor Kay Ivey
U.S. Senator Tommy Tuberville
U.S. Senator Katie Britt
Congressman Barry Moore
Senator Josh Carnley
Representative Rhett Marques
Mr. William Schuller, FAA/ADO
Aeronautics Bureau

**2024
AIRPORT IMPROVEMENT FUNDING AGREEMENT**

**BETWEEN THE STATE OF ALABAMA
Department of Transportation**

And the

CITY OF ENTERPRISE

This Airport Improvement Funding Agreement is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as the STATE; and the City of Enterprise, hereinafter referred to as the AIRPORT SPONSOR; for the purpose(s), as further described in the "SCOPE OF SERVICES." Pursuant to the provisions of Section 23-1-361, Code of Alabama 1975, the STATE shall be designated by the AIRPORT SPONSOR as the agent to receive and disburse to the AIRPORT SPONSOR all federal funds to be used in the payment of the costs of said project(s) or as reimbursement for costs incurred.

A. SCOPE OF SERVICES

A.1. **Purpose.** The purpose of this Airport Improvement Funding Agreement shall be to provide funding assistance for a project to further develop the Enterprise Municipal Airport as authorized by Section 23-1-360, Code of Alabama 1975. The AIRPORT SPONSOR shall be the recipient of funds from this Agreement for an airport improvement project as more particularly described in the AIRPORT SPONSOR'S funding application dated July 11, 2024 that is incorporated into this Agreement by reference as it fully set forth herein and maintained in the files of the Alabama Department of Transportation Aeronautics Bureau.

A.2. **Project Description and Funding Source.** The description of the project or projects and the amount and source of funds to which this Agreement is applicable are as follows:

A.2.a. **Project Description:**
Construct Corporate Hangar
Project No: EDN-01-0924-A

A.2.b. **Amount and Source of Funds:**

<u>Source of Funds</u>	<u>Amount of Funds</u>
Federal Aviation Administration	\$ 0.00
State Airport Development Fund.....	\$ 500,000.00
State Surplus Military Field Fund	\$ 0.00
AIRPORT SPONSOR	<u>\$ 500,000.00</u>
 Total Project Cost.....	 \$ 1,000,000.00

FUNDING TERM

- B.1. Funding Term. This Funding Agreement shall be effective for work performed by the AIRPORT SPONSOR for a period of two (2) years from the date of the AIRPORT SPONSOR'S funding application to the state. With the exception of any planning or engineering design work that is performed expressly for the project(s) described in Section A.2. of this Funding Agreement, the STATE shall have no obligation to pay for services rendered by the AIRPORT SPONSOR which are performed prior to the starting date or after the ending date set forth in this section.
- B.2. Project Start-up. The project to which this Funding Agreement applies must be started within six (6) months of the commencement date specified in Section B.1. of this Funding Agreement. If the project is not started within six (6) months of this Funding Agreement's commencement date, this Funding Agreement may be cancelled at the sole discretion of the Director of the Alabama Department of Transportation.
- B.3. Term Extension. The STATE reserves the right to extend this Funding Agreement for an additional one (1) year, provided that the STATE notifies the AIRPORT SPONSOR in writing of its intention to do so prior to the Agreement's ending date. An extension of the term of this Agreement will be accomplished through a written amendment to the Agreement that is signed by both parties. If the extension of the Agreement necessitates additional funding beyond that which was included in the original Agreement, the increase in state funding will also be accomplished through a written amendment to the Agreement.

B. PAYMENT TERMS AND CONDITIONS

- C1. Maximum Liability. In no event shall the maximum funding liability of the STATE under this Agreement exceed five hundred thousand dollars [\$500,000.00]. The Grant Agreement Engineering Worksheet that accompanies the application shall constitute the maximum amount due the AIRPORT SPONSOR for the project or projects described herein and all of the AIRPORT SPONSOR'S obligations hereunder. The Grant Agreement Engineering Worksheet line items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred by the AIRPORT.

For a project or projects involving funds made available by the Federal Aviation Administration, the maximum liability of the STATE shall be reduced to equal an amount of five (5) percent of the total project cost if the project(s) to which this Funding Agreement applies is completed for an amount less than that shown on the AIRPORT SPONSOR'S funding application to the STATE.

For a project or projects involving STATE and AIRPORT SPONSOR funds only, the maximum liability of the STATE shall be reduced to equal an amount of fifty (50) percent of the total project cost if the project(s) to which this Funding Agreement applies is completed for an amount less than that shown on the AIRPORT SPONSOR'S funding application to the STATE.

- C.2. Method of Payment. The AIRPORT SPONSOR shall be compensated for actual reasonable and necessary costs based upon the Grant Agreement Engineering Worksheet, not to exceed the maximum liability established in Section C.1. Upon progress toward completion of the project, as described in Section A of this Agreement, the AIRPORT SPONSOR shall submit monthly invoices, in form and substance acceptable to the STATE, with all of the necessary supporting documentation, prior to any reimbursement of allowable costs.
- C.3. [Reserved]
- C.4. Supplemental Agreements. If the cost of the project described herein increases during the progress of the work, the parties agree to enter into a Supplemental Agreement setting out the respective financial obligations of the STATE and the AIRPORT.

C.5. Travel Compensation. The AIRPORT SPONSOR shall not be compensated for travel, meals, or lodging.

C.6. Expenditures and Accounting. The expenditure of funds made available through this Agreement shall adhere to the line item amounts in the attached Grant Agreement Engineering Worksheet. The AIRPORT SPONSOR may request revisions of the Grant Agreement Engineering Worksheet line items by letter, giving full details supporting such request, provided that such revisions do not increase the total Grant Agreement Engineering Worksheet amount. Grant Agreement Engineering Worksheet line item revisions shall not be made without prior, written approval by the STATE in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Agreement Engineering Worksheet amount shall require a written amendment to this Agreement.

The AIRPORT SPONSOR shall submit a final expenditure report within forty-five (45) days following of the completion of the project or projects covered by this Agreement. Said report shall be in form and substance acceptable to the STATE. The STATE will not be responsible for the payment of claims that are submitted later than the forty-five (45) days required for the final expenditure report.

If total payments made by the STATE for the period of this Agreement exceed the qualifying expenditures, the AIRPORT SPONSOR shall refund the STATE the difference. The refund shall accompany the final expenditure report required by this section of the Agreement.

The AIRPORT SPONSOR'S accounting records must be closed out at the end of the Funding period in such a way that no reimbursable expenditures or revenue collections are carried forward.

C.7. Indirect Costs and Allocation of Costs. Should the AIRPORT SPONSOR request reimbursement for indirect costs, the AIRPORT SPONSOR must submit to the STATE a copy of the indirect cost rate approved by the cognizant federal agency and the STATE. The AIRPORT SPONSOR will be reimbursed indirect costs as detailed in the attached Grant Agreement Engineering Worksheet and as substantiated by the approved indirect cost rate. Any indirect costs will be paid by the STATE from the budgeted amount and will not increase the total amount obligated by this Agreement. Once the AIRPORT SPONSOR makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the funding period. Any changes in the approved indirect cost rate must have prior approval by the cognizant federal agency and the STATE.

If the indirect cost rate is provisional during the term of this Agreement, once the rate becomes final, the AIRPORT SPONSOR agrees to remit any overpayment to the STATE, and subject to the availability of funds the STATE agrees to remit any underpayment to the AIRPORT.

If any part of the costs to be reimbursed under this Funding Agreement are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the policies of the STATE.

C.8. Payment of Invoice. The payment of the invoice by the STATE shall not prejudice the STATE'S right to object to or question any invoice or matter in relation thereto. Such payment by the STATE shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.

C.9. Unallowable Costs. The AIRPORT SPONSOR'S invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the STATE, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, not to constitute allowable costs.

- C.10. Deductions. The STATE reserves the right to deduct from amounts which are or shall become due and payable to the AIRPORT SPONSOR under this or any Funding Agreement between the AIRPORT SPONSOR and the STATE any amounts which are or shall become due and payable to the STATE by the AIRPORT.
- C.11. [Reserved]
- D. STANDARD TERMS AND CONDITIONS:
- D.1. Required Approvals. The STATE is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Alabama State laws and regulations.
- D.2. Modification and Amendment. This Agreement may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Alabama State officials in accordance with applicable Alabama State laws and regulations.
- D.3. Termination for Convenience. The STATE may terminate the Agreement by giving the AIRPORT SPONSOR at least thirty (30) days written notice before the effective termination date. In that event, the AIRPORT SPONSOR shall be entitled to receive equitable compensation for satisfactory, authorized services completed as of the termination date.
- D.4. Withdrawal of STATE Funding Offer for Failure to Make Timely Acceptance. The AIRPORT SPONSOR shall sign and return two (2) copies of this Funding Agreement to the STATE within fourteen (14) calendar days of its receipt by the AIRPORT SPONSOR'S designated representative. If the AIRPORT SPONSOR fails to do so, the STATE funding offer shall be withdrawn.
- D.5. Termination for Cause. If the AIRPORT SPONSOR fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the AIRPORT SPONSOR violates any terms of this Agreement as determined by the STATE, the STATE shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the AIRPORT SPONSOR shall not be relieved of liability to the STATE for damages sustained by virtue of any breach of this Agreement by the AIRPORT.
- D.6. Projects to be Supervised by Professional Engineer. In compliance with Section 34-11-10, Code of Alabama 1975, the AIRPORT SPONSOR agrees not to engage in an airport improvement construction project without the engineering plans, specifications, and estimates having been prepared by and the construction performed under the direct supervision of a professional engineer. This provision does not apply to an airport improvement construction project when the total cost of the completed project does not exceed twenty thousand dollars (\$20,000.00).
- D.7. [Reserved]
- D.8. Subcontracting. The AIRPORT SPONSOR shall not assign this Agreement or enter into a subcontract for any of the services performed under this Agreement without first obtaining the written approval of the STATE. If an assignment or subcontract is approved by the STATE, such shall be subject to all of the terms and conditions of this Agreement. Notwithstanding any use of approved subcontractors, the AIRPORT SPONSOR shall be the prime contractor and shall be responsible for all work performed.
- D.9. Conflicts of Interest. The AIRPORT SPONSOR warrants that no part of the total Funding Amount shall be paid directly or indirectly to an employee or official of the State of Alabama as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the AIRPORT SPONSOR in connection with any work contemplated or performed relative to this Agreement.
- D.10. Lobbying. The AIRPORT SPONSOR certifies, to the best of its knowledge and belief, that:

- D.10.a. No federally appropriated funds have been paid or will be paid, by or on behalf of the AIRPORT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- D.10.b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the AIRPORT SPONSOR shall complete and submit Standard Form-LLL, "Disclosure Form for Reporting Lobbying," in accordance with its instructions.
- D.10.c. The AIRPORT SPONSOR shall require the language of this certification to be included in the award documents for all sub-awards at all levels (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.
- D.11. Nondiscrimination. The AIRPORT SPONSOR hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the AIRPORT, on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Alabama State constitutional, or statutory law. The AIRPORT SPONSOR shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.12. Records and Audits. The AIRPORT SPONSOR shall maintain documentation for all charges against the STATE under this Agreement. The books, records, and documents of the AIRPORT, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the STATE, or its duly appointed representatives.
- A final audit will be made by the AIRPORT SPONSOR of all project records after completion of the project and a copy of the audit will be furnished to the Alabama Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final settlement will be made between the parties as reflected by the final audit and this Agreement.
- D.13. Monitoring. The activities conducted and records maintained by the AIRPORT SPONSOR pursuant to this Agreement shall be subject to monitoring and evaluation by the STATE, or its duly appointed representatives.
- D.14. Progress Reports. The AIRPORT SPONSOR shall submit ninety (90) day progress reports to the STATE, unless otherwise instructed, and will immediately notify the STATE of any significant problems encountered that may delay the start-up or completion of the project herein described.
- D.15. Procurement. If the other terms of this Agreement allow reimbursement for the cost of goods, materials, supplies, equipment, and/or services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures in accordance with Alabama State law. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the AIRPORT SPONSOR'S compliance with applicable federal procurement requirements.

The AIRPORT SPONSOR shall obtain prior written approval from the STATE before purchasing any equipment under this Agreement.

- D.16. Strict Performance. Failure by any party to the Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Agreement shall be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.17. Independent Contractor. The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.18. State Liability. The STATE shall have no liability except to provide funding assistance as provided herein.
- D.19. Force Majeure. The obligations of the parties to the Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care, including but not limited to, acts of nature, riots, wars, strikes, epidemics or any other similar cause.
- D.20. State and Federal Compliance. The AIRPORT SPONSOR shall comply with all applicable state and federal laws and regulations in the performance of this Agreement.
- D.21. Completeness. This Agreement is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' Agreement. This Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. Severability. If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
- D.23. Headings. Section headings are for reference purposes only and shall not be construed as part of this Agreement.

E. SPECIAL TERMS AND CONDITIONS

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Agreement, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be made by facsimile transmission, electronic transmission (e-mail), by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number, electronic mail address, or postal address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The STATE:

Mr. Frank Farmer, Chief
Alabama Department of Transportation Aeronautics Bureau
1409 Coliseum Boulevard
Montgomery, Alabama 36130

Phone: 334.242.6820
Fax: 334.353.6540
E-mail: farmerf@dot.state.al.us

The AIRPORT:

The Honorable William Cooper
City of Enterprise
P.O. Box 311000
Enterprise, AL 36331

Phone: 334-348-2602
Fax: none
Email: bcooper@enterpriseal.gov

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is confirmed telephonically by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the STATE reserves the right to terminate the Agreement upon written notice to the AIRPORT SPONSOR. Said termination shall not be deemed a breach of this Agreement. Upon receipt of the written notice, the AIRPORT SPONSOR shall cease all work associated with the Agreement. Should such an event occur, the AIRPORT SPONSOR shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the AIRPORT SPONSOR shall have no right to recover from the STATE any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

If the Agreement term is to exceed more than one (1) fiscal year, then said Agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the Agreement in subsequent fiscal years.

- E.4. Funds Shall Not be Constituted as a Debt. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then the conflicting provision in the Agreement shall be deemed null and void.
- E.5. Alternative Dispute Resolution. Should a dispute between the parties relate to the payment of money to AIRPORT, the sole remedy of AIRPORT shall be to file a claim with the State of Alabama Board of Adjustment. Any other dispute between the parties, senior officials of ALDOT and AIRPORT who have the authority to bid their principals to any agreement they should reach, shall meet and engage in a good faith attempt to resolve the dispute. Should negotiations not produce a resolution, the parties agree that the dispute shall be submitted to non-binding mediation, to be conducted in a mutually agreed location utilizing mediators selected from the roster maintained by the Alabama Center for Dispute Resolution. The right of ALDOT to the use of alternative methods to attempt to resolve a dispute is not a waiver of ALDOT's right to assert immunity.

- E.6. Work-papers Subject to Review. The AIRPORT SPONSOR shall make all audit, accounting, or financial analysis work-papers, notes, and other documents available for review by the STATE or its representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Agreement.
- E.7. Debarred Contractors. The AIRPORT SPONSOR shall not make any award hereunder to any Contractor, who at the time of the award, is debarred or otherwise prohibited from doing business with the State of Alabama.
- E.8. Hold Harmless. The AIRPORT SPONSOR agrees to indemnify and hold harmless the State of Alabama as well as its officers, agents, and employees in their official capacities from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the AIRPORT, its employees, or any person acting for or on its or their behalf relating to this Funding Agreement. The AIRPORT SPONSOR further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Agreement, defend itself, or otherwise enforce the obligations of the AIRPORT SPONSOR to the STATE.

In the event of any such suit or claim, the AIRPORT SPONSOR shall give the STATE immediate notice thereof and shall provide all assistance required by the STATE in the STATE'S defense. The STATE shall give the AIRPORT SPONSOR written notice of any such claim or suit, and the AIRPORT SPONSOR shall have full right and obligation to conduct the AIRPORT SPONSOR'S own defense thereof. Nothing contained herein shall be deemed to accord to the AIRPORT, through its attorney(s), the right to represent the State of Alabama in any legal matter.

- E.9. AIRPORT SPONSOR Assurances for Sale or Disposal of Land, Properties, Structures or Materials Related to Airport. The AIRPORT SPONSOR shall not sell, lease, or otherwise dispose of any AIRPORT SPONSOR property identified herein without the express prior written consent of the STATE, which consent will not be unreasonably withheld. In the event that the STATE grants permission to sell or otherwise dispose of all or a portion of the forgoing real property in perpetuity, the AIRPORT SPONSOR shall be liable to pay the STATE a portion of the proceeds at fair market value as determined herein, resulting from the agreed upon sale price or fair market value. The funds collected from the sale of the property or fair market value will be divided in the same proportion as defined in this Agreement with said STATE funds reinvested into AIRPORT SPONSOR property in accordance with STATE funding policies and procedures.

Nothing herein shall prohibit the parties of this Agreement from agreeing to the reinvestment of said proportion of the proceeds or fair market value for rehabilitation or improvements in any remaining airport properties or structures or at a new airport site.

All properties purchased with assistance of this Agreement must include in the property deed a clause that states that "This property was purchased with the assistance of State and/or Federal funds, and may not be sold or otherwise disposed of without all agencies express written consent."

- E.10. Airport Operations. As consideration for receiving State and/or Federal funds under this Agreement, the AIRPORT SPONSOR shall operate and maintain the AIRPORT SPONSOR'S facilities for the use and benefit of the public on equal and reasonable terms, and without unjust discrimination against any type of legitimate aeronautical activity, for a period of twenty (20) years from the effective date of this Agreement. The airport shall not cease to be operated as a public-use airport for a period of twenty (20) years from the effective date of this Agreement without the express, written consent of the STATE. If at any time during the aforementioned twenty-year (20) period the airport ceases to be operated as a public-use facility, the AIRPORT SPONSOR shall

reimburse the STATE an amount equal to all funds granted by the STATE for a period of twenty (20) years prior to the date the airport ceased to be a public-use facility.

- E.11. **Exclusive Rights.** For all agreements involving the acceptance of STATE funds, the AIRPORT SPONSOR agrees that it will not enter into any contracts or agreements that permit an exclusive right for the use of the airport by any person, firm, or corporation providing, or intending to provide, aeronautical services to the public. The AIRPORT SPONSOR further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right to conduct any aeronautical activities, including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activities, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity. The AIRPORT SPONSOR further agrees that it will terminate any exclusive right to conduct an aeronautical activity now existing at such airport before this Agreement is executed.

- E.12. **Airport Fees and Rental Structure.** By accepting the STATE funds made available under this Agreement, the AIRPORT SPONSOR agrees that it will establish and maintain a schedule of fees and rental rates for the AIRPORT SPONSOR'S land, facilities and services that will make the AIRPORT SPONSOR as financially self-sustaining as possible, taking into consideration such factors as the number of based aircraft, the volume of traffic and the economy of collection.

To comply with the intent of this section, the AIRPORT SPONSOR agrees that any airport property, aircraft fueling equipment, hangars, terminals, or other buildings that may be improved, installed or constructed with STATE funds provided under this Agreement shall be rented or leased to a tenant or tenants utilizing a schedule of periodic rates or charges that has been established on the basis of fair market value considerations. The determination of fair market value by the AIRPORT SPONSOR must, at a minimum, take into consideration the appraised value of the land upon which the hangar, terminal or other building is or will be situated and the total cost incurred for the hangar, terminal or other building. The rate schedule established by the AIRPORT SPONSOR shall also contain an escalation provision to ensure that the fair market value rates remain current throughout the term of the lease between the AIRPORT SPONSOR and its tenants.

The AIRPORT SPONSOR further agrees that the lease or rental agreements it enters into with a tenant or tenants for any airport property, aircraft fueling equipment, hangars, terminals or other buildings that may be improved, installed or constructed with STATE funds shall be subject to review and approval by the STATE. In the event that the STATE determines that the rental rate schedule contained within the lease agreement is excessively low or has not been determined by fair market value considerations, the STATE reserves the right to demand repayment of the funds granted to the AIRPORT SPONSOR under this Agreement. Upon such demand, which shall be in writing by the STATE, the AIRPORT SPONSOR agrees that it will reimburse the STATE within thirty (30) days of such demand.

- E.13. **Compliance with FAA Regulations.** For all Agreements involving the acceptance of federal funds, the AIRPORT SPONSOR agrees to accomplish the project in compliance with the terms and conditions contained herein and incorporated materials referred to in the foregoing Agreement and in Section IV "Assurances" of the FAA document **Terms and Conditions of Accepting AIRPORT SPONSOR Improvement Program Grants** dated December 15, 2009, as may be amended, and said Section IV "Assurances" is incorporated herein by reference.

- E.14. **Pavement Maintenance Program.** By executing this agreement, the AIRPORT SPONSOR agrees that it will develop and implement a written pavement maintenance-management plan within one (1) year of the commencement date of this Agreement. The purpose of the pavement maintenance-management plan will be to maximize the useful life-cycle of the airport's paved

surfaces. The plan shall apply to all paved surfaces on the airport that have been constructed, reconstructed, or repaired with state or federal financial assistance. A copy of the plan shall be forwarded to the Alabama Department of Transportation Aeronautics Bureau for its review and approval.

- E.15. Compliance with Competitive Bid Laws. The AIRPORT SPONSOR agrees that all construction and improvements undertaken and paid for in part by state funds made available under this AGREEMENT shall be by contract and obtained in compliance with all the applicable competitive bid laws of the State of Alabama. The Airport Sponsor is responsible for the performance, inspection, and acceptance of work and any claims or damages arising under the work performed hereunder.
- E.16. Compliance with Alabama Immigration Law. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- E.17. In compliance with Act 2016-312, the county hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the state can enjoy open trade.
- E.18. In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons thereunto duly authorized, and the AGREEMENT is deemed to be dated and to be effective on the date started hereinafter as the date of approval by the Governor of Alabama.

AUTHORIZED AIRPORT REPRESENTATIVE

BY: _____
(Signature)
William Cooper
Mayor, City of Enterprise

(Date)

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM:

Legal Counsel for
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

Frank Farmer
Chief, Aeronautics Bureau

William F. "Bill" Patty, Deputy Director of Administration/Chief Counsel
Alabama Department of Transportation

STATE OF ALABAMA
acting by and through its
Department of Transportation

John R. Cooper
Transportation Director

(Date)

Kay Ivey
GOVERNOR, STATE OF ALABAMA

Re: Council Item - Contract with Harris Security Systems

From Barry Mott <bmott@enterpriseal.gov>

Date Tue 10/29/2024 11:44 PM

To Beverly Sweeney <bsweeney@enterpriseal.gov>

Cc Kim Hughes <khughes@enterpriseal.gov>; LeeAnn Swartz <lswartz@enterpriseal.gov>; Jonathan Tullos <jtullos@enterpriseal.gov>; Billy Powell <bpowell@enterpriseal.gov>; Blake Moore <bmoore@enterpriseal.gov>

 1 attachments (145 KB)

Enterprise Rec & Aq Center Monitoring Contract.docx;

Beverly,

Please add the attached contract to the next council meeting agenda.

I am seeking council permission for the Mayor to execute an agreement with Harris Security Systems, Inc. for monitoring of the fire alarm system within the Recreation Center. The contract is for \$68.95/month including cellular service and subject to City Attorney review.

Barry



(334) 774-8564

Date 7-3-24

2780 HIGHWAY 231 SOUTH
OZARK, AL 36360
FAX 334-445-1341
1-800-240-1717

Submitted by Darren Paramore

Account No. _____

PROPOSAL/CONTRACT

Account Name Enterprise Recreation And Aquatics Center Type - Bus. / Res. | New / Existing

Contact's Name Barry Mott Telephone (Alarm) _____

Alarm Address 421 E. Lee St.

City Enterprise State AL Zip 36330

Billing Address 421 E. Lee St. Telephone _____

City Enterprise State AL Zip 36330

BURGLAR ALARM PROTECTION

Panel: Solid state, microprocessor based alarm control with multiple zones of protection, programmable exit/entry delay and automatic shutdown and reset plus rechargeable power supply, includes one (1) LED on/off keypad control with emergency/panic feature, with multiple user combination codes, and "ambush feature, " _____ best "advanced feature" panel, _____ U.L. Certified System. (Initial if applicable)

CONTACTS

_____ Doors, perimeter

_____ Doors, interior

_____ Doors, overhead

_____ Doors, sliding
_____ Windows, sash

_____ Windows, sliding

_____ Windows, casement

GLASS BREAK

DETECTION/TRAPS

_____ Shock sensor

_____ Alarm screens
_____ A/C traps

_____ Self contained

_____ Audio detectors

_____ Double contact

_____ Audio detectors

_____ Lacing wiretap

SPACE DETECTION/TRAPS

_____ Passive infrared

_____ standard

_____ Passive infrared long
range - narrow

_____ Passive infrared
overhead 360 degrees

_____ Dualtech passive

_____ infrared & microwave

_____ Dualtech ultrasonic &

_____ passive infrared
(PIRUS)

ANNUNCIATORS

Siren type: "Talking"/Regular

_____ Indoor siren/speaker

_____ Outdoor siren/speaker

_____ Tamper resistant box
(steel)

_____ Electronic Strobe light

_____ Outdoor bell

BURGLAR ALARM MISC.

_____ Emergency/Hold-up button

_____ Hold-up money clip

_____ Portable/wireless hold-up

_____ Alphanumeric Keypad (LDC)

_____ Additional on/off keypad control

_____ Freezer failure

_____ Swimming pool alarm

_____ Key carrying option

_____ Lightning damage option

_____ Remotely controlled appliances

_____ "Automatic Arming"

_____ Opening/Closing supervision

_____ Opening/Closing w/ reports

_____ Gas pump supervision

_____ Automatic diagnostic testing

_____ Changing user keypad codes

_____ "Sensor Watch" Daily

_____ "Sensor Watch" at Closing

_____ Cellular Transmission Back-up

FIRE/SMOKE

Panel powered and controlled fire/smoke detector circuits are powered by low-voltage AC with automatic battery backup to provide protection even during electrical fires or power outages. A separate audible alarm is sounded indicating a fire as well as a separate signal sent to the monitoring receiver indicating a fire. (* Also includes self-contained heat detector - 135° F)

☒ Photoelectric smoke detectors*

_____ Ionization smoke detectors*

☒ Fixed temp. heat detectors

_____ Rate-of-rise heat detectors

☒ Separate U.L. Panel

☒ Manual pull station

☒ Fire warning bells/horns

☒ Fire warning strobe lights

_____ Sprinkler Water Flow

_____ Sprinkler Tamper

_____ Sprinkler Sys. Testing/Mo./Qt./An.

☒ Cellular Communicator

Notes: _____

Initial and circle which applies

Monitoring via digital communications with separate signals for each zone or condition unless noted otherwise.

TYPE:

- ☐ LEASING: includes monitoring and service agreement
- ☒ DP MATERIAL & LABOR: includes monitoring alarm signals only
- ☐ SERVICE AGREEMENT: includes monitoring and service agreement

TERMS: THE PROVISIONS ON THE REVERSE SIDE ARE A PART OF THIS CONTRACT. SIGNATURE(S) BELOW CONFIRM ACCEPTANCE OF ALL TERMS AND CONDITIONS LISTED. CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

"MAIN SYSTEM"

(Please sign at "X" and date to indicate your acceptance)

BURGLAR ALARM

Installation - Alarm Monitoring

Monthly \$ _____

X _____

Signature of Acceptance

Date: _____

FIRE ALARM

Installation - Fire Alarm Monitoring

Monthly \$ 30.00

X _____

Signature of Acceptance

Date: _____

OPTION:

Installation - _____

Monthly \$ _____

X _____

Signature of Acceptance

Date: _____

OPTION:

Installation - Cellular Service

Monthly \$ _____

X _____

Signature of Acceptance & Date

Date: _____

OPTION:

Installation - Cellular Service

Monthly \$ 38.95

X _____

Signature of Acceptance & Date

Date: _____

OPTION:

Installation - _____

Monthly \$ _____

X _____

Signature of Acceptance & Date

Date: _____

OPTION:

Installation - DMP App Service

Monthly \$ _____

X _____

Signature of Acceptance & Date

Date: _____

OPTION:

Installation

Monthly \$ _____

X _____

Signature of Acceptance & Date

Date: _____

OPTION:

Installation

Monthly \$ _____

X _____

Signature of Acceptance & Date

Date: _____

This proposal may be withdrawn if not accepted within ten (10) days. 50% deposit required.

Deposit of cash/check \$ _____ Received By _____.

IF YOU HAVE A COMPLAINT CONTACT:
ALABAMA ELECTRONIC SECURITY BOARD OF LICENSURE PMB 392
5756 VAUGHN ROAD
MONTGOMERY, AL 36116
(334) 264-9388
License Numbers: AL 190 • GA LA205039

SECTION 1. OWNERSHIP OF EQUIPMENT. It is understood and agreed by and between the parties hereto that the entire system, including all devices, instruments, appliance and all components, conduits, connections, springs, tubes, wires and other materials associated therewith, is and shall be and remain the property of the Company when leased or if purchased (Material and labor) then the Subscriber shall hold title to same.

SECTION 2. INSTALLATION. The subscriber hereby authorizes and empowers Company, its agents, successors, and assigns, to install and maintain or to cause to be installed and maintained the aforesaid system in said premises and to inspect, test and repair it, and further, to make any changes in or alterations to the system at the request of Subscriber or made necessary by any changes in the Subscriber's premises, property or equipment after the original installation has been completed, at the cost of the Subscriber. The Subscriber agrees to furnish any necessary electric current through the Subscriber's meter and at the Subscriber's own expense. Also, the Subscriber agrees to furnish the necessary telephone lines or service (installation as well as on going charges) necessary for the transmittal of alarm signals/information at the Subscriber's own expense. Subscriber hereby authorizes Company full and complete access to the property and buildings wherein the system is located, which access is reasonably necessary to Company for installation, repair, maintenance or testing. Company is hereby authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing or things necessary or pertinent to the installation and maintenance of the electrical protection equipment and Company shall not be responsible for the condition created thereby during the installation, maintenance or removal of the equipment and, further, Company shall not be responsible for any condition of the premises upon the removal of the apparatus, and Subscriber warrants that it has full authority from the owner and/or any other person in control of the premises to permit the installation, of the equipment under all conditions herein above mentioned.

SECTION 3. INSPECTION AND MAINTENANCE. The Company, its agents, successors and assigns will subject to terms and conditions hereof, during the terms of this agreement, make inspection of the system and make such repairs and adjustments as may be necessary for the proper operation and maintenance of such system in good working order, the Subscriber agreeing, nevertheless, to exercise reasonable care in handling thereof and notify the Company promptly of any conditions requiring the Company's attention. It is mutually agreed by and between the parties hereto that whenever the protective signaling system specified in the schedule herein shall require attention by a representative of the Company, whether for repairs, maintenance, non-signaling, malfunction or any cause whatsoever, the Company shall have a reasonable period of time from and after the time of receiving notice from the Subscriber of the need to give attention to said equipment within which to dispatch a representative of the Company to the premises of the Subscriber.

It is understood and agreed that Company's obligation relates to the maintenance of the equipment as listed previously under Schedule of Installation. The Company is in no way responsible for service to other than equipment. It is further understood that the Company's obligation for service is limited to the maintenance of the listed equipment upon notification by Subscriber that said equipment requires servicing. This servicing will be performed as soon after receipt of notice as reasonably possible. However, Company does not assume any responsibility or liability for inconvenience or loss resulting from the incapacity of any component or system.

SECTION 4. USE BY SUBSCRIBER. Subscriber shall carefully and properly set the alarm system each night or at such time as the Subscriber shall close his premises. Subscriber shall carefully and properly test the alarm system prior to each closed period and shall immediately report to the Company any claim of inadequacy on or failure of the system.

SECTION 5. PROPER OPERATION. It is understood and agreed that it is the obligation of the Subscriber to properly operate the system in the event the Company receives more than five (5) signals from the Subscriber's premises, which signal shall be caused by no apparent reason or because of the Subscriber's failure to properly operate and set the system in accordance with the instructions, oral and/or written, which have been received from the Company, then the Subscriber hereby agrees to pay in addition to the charges herein imposed a service charge for each additional "false alarm" at the rate normally charged by the Company for responding to such alarms. Further, any fees or fines imposed thru or resulting from any "alarm ordinance" are the responsibility of the Subscriber (including but not limited to registration, annual renewal, inspection and/or response fees).

SECTION 6. LOCATION OF EQUIPMENT. The Subscriber expressly covenants and agrees not to tamper with, disturb, injure or remove or otherwise interfere with said equipment nor to permit the same to be done. It is further agreed that the equipment shall remain in the same location as installed, and the cost, expense or damage of any removal or disturbance thereof resulting from painting, altering, remodeling, or any changes whatsoever necessitating any work by way of repairs, relocation, or otherwise on said equipment, or if the Underwriter's or any inspection bureau having jurisdiction shall require any changes, shall be paid for by the Subscriber in accordance with the standard charges of Company in addition to all other charges mentioned herein. It is agreed by the parties that unauthorized removal and/or disturbance of the equipment shall, at the election of the Company, constitute conversion.

SECTION 7. RATE OF CHARGES. Subscriber shall pay Company, its agents, successors or assigns as follows:

a) **LEASING.** Monthly leasing payment, payable quarterly, covers leasing of equipment, service necessitated by normal wear and tear to equipment (foil tape and undercarpet switchmats are not covered by this service), and/or Police Department or Central Station monitoring. If any service is required to repair said foil tape, undercarpet mats and/or damage to equipment other than normal wear and tear, it will be charged to Subscriber at the applicable service rates.

b) **MONITORING ONLY.** Monthly monitoring payment, payable quarterly, covers the monitoring of alarm signals only. NO service or maintenance is covered under this program except for that in which the warranty applies (if applicable).

c) **MONITORING AND SERVICE MAINTENANCE AGREEMENT.** Monthly payment, payable quarterly, covers the monitoring and service necessitated by normal wear and tear to equipment (foil tape and undercarpet switchmats are not covered by this service). If any service is required to repair said foil tape, undercarpet mats and/or damage to equipment other than normal wear and tear, it will be charged to Subscriber at the applicable service rates.

d) The Company shall have the right, without recourse from the customer, to increase or decrease the charge for maintenance and/or monitoring provided herein, at any time or times, after the expiration of one (1) year from the date hereof. Said increase or decrease shall be accomplished by the Company giving the Subscriber thirty (30) days written notice. The increase or decrease shall be by a percentage equal to, less than the Federally released "cost of living or inflation increase index", as published in Atlanta, GA. The Customer shall be notified of any increase greater than "the cost of living or inflation increase index" by certified mail. Further, if the Company raises its rates for maintenance and/or monitoring by more than the Federally released "cost of living or inflation increase index" and if the Subscriber is unwilling to pay such increased charge, the Subscriber may cancel the subscription for maintenance or monitoring services for the unexpired term of the Agreement by advising the Company by certified mail within twenty (20) days of receipt of the notice of the increased charge greater than the Federally released "cost of living or inflation increase index".

e) The quarterly payments will be due on the last day of the quarter preceding the quarter next due. Any quarters that are less than full term (the first quarter and last quarters of the contract period only) will be prorated by dividing the number

of days covered by this Contract by the number of days within the quarter and multiplying by the monthly rate.

f) Subscriber will be liable for and pay to Company any excise, sales or other taxes which may be imposed upon the Company or Subscriber because of the existence of this Agreement and/or carrying out any of the provisions hereof.

g) Interest will be assessed on any past due amount at the rate of 1 ½ percent per month on the unpaid principal balance.

h) Lightning, storm, water, etc. damage and other acts of God are hereby defined as damage. Further, damage is not covered by any sort of maintenance, warranty or service agreement.

Repairs and the associated charges for these repairs are the responsibility of the Subscriber and shall be paid immediately upon presentation of the invoice for said repairs. However, this form of damage

is normally covered under the Subscriber's casualty insurance and the Subscriber may be entitled to reimbursement from his insurance carrier.

l) It is declared and agreed by all parties that all rates herein under contained are predicted based upon the full length and terms of this agreement.

SECTION 8. WARRANTY. When Subscriber purchases a system or equipment the Company will honor all manufacturer's warranties that apply for the material or equipment only. These warranties vary with the equipment involved and must be applied individually. Labor is warranted for ninety (90) days only. After that time labor will be charged at the rate normally charged for such labor, with the rates then in effect.

SECTION 9. TERM. Except as otherwise herein provided, this Contract shall remain in full force and effect for a period of five (5) years from the date said system is installed and shall be renewed automatically on an annual basis thereafter upon the same terms and conditions as herein provided.

SECTION 10. TERMINATION. This Agreement may be terminated under the following circumstances:

a) Either party may terminate said Contract at the end of the five (5) year period or any renewal period thereafter by giving written notice of termination to the other party at least sixty (60) days prior to the termination of said five (5) year period or one (1) year renewal period than in effect.

b) At its option, Company may terminate this Agreement at any time in the event that the Company is unable to obtain, secure or retain the licenses, connections or privileges necessary for the transmission of signals between Subscriber's premises and the Company's Central Station, monitoring board, and/or the municipal fire or police boards, and Company shall not be liable for any damages or subject to any penalties as a result of such termination.

c) This Agreement may be cancelled, without previous notice, at the option of the Company, in case its Central Station, monitoring board, connecting wires or equipment are destroyed by any cause whatsoever, or are so substantially damaged that it is impracticable to continue service.

SECTION 11. LIABILITY. The liability of the parties is as follows:

a) The Company is not liable to any degree in the event an alarm condition is ignored, particularly when a communicator was not part of the system.

b) The Company assumes no liability for delay in installation of the equipment or for interruption of service due to vandalism, strikes, riots, floods, fire or act of God, or any other cause beyond the control of the Company and shall not be required to supply service to Subscriber while interruption of service due to any such cause shall continue but will, in such event, give notice to the condition to Subscriber or Subscriber's designated representative. The mailing of a letter to Subscriber to such effect shall conclusively establish that such advice has been given by the Company.

c) The Company shall not be liable for loss or damage, caused by delay, interruption, stoppage in construction or maintenance caused by strikes, walkouts, acts of God or other causes beyond its control and shall not relieve payments on behalf of Subscriber for same.

d) It is agreed that Company is not an insurer and that payments herein before named are based solely upon the value of services herein described, costs of installation, maintenance, types and quantity of equipment, and it is not the intention of the parties that the Company assume responsibility for any loss occasioned by malfeasance or misfeasance in the performance of the services under this Contract or for any loss or damage sustained through burglary, theft, robbery, fire or other cause or any liability on the part of the Company by virtue of this Agreement or because of the relation hereby established.

e) Subscriber and Company both acknowledge and agree that damages, if any, sustained by the Subscriber, directly or indirectly, as a result of default, if any, by Company (including, but not limited to, failure of obligations, failure of systems, or uncertainty of response time), would be uncertain and difficult to ascertain, and further both parties acknowledge and agree as to the inability to ascertain what portion, if any, of any loss sustained by the Subscriber would be the proximate result of Company's failure. Therefore, if there shall, notwithstanding the above provisions, at any time be or arise any liability on the part of the Company by virtue of this Agreement or because of the relation hereby established, whether due to the negligence of Company or otherwise, such liability is and shall be limited to a sum equal in amount of the rental service charge hereunder for a period of service not to exceed three (3) months, which sum shall be paid and received as liquidated damages. Such liability as herein set forth is fixed as liquidated damages and not as a penalty and this liability shall be complete and exclusive.

f) In the event Subscriber desires Company to assume greater liability for the performance of its services hereunder, a choice is hereby given of obtaining full or limited liability by paying an additional amount under a graduated scale of rates proportioned to the responsibility, and an additional rider shall be attached to this Agreement setting forth the additional liability of Company and additional charge. The rider and additional obligations shall in no way be interpreted to hold Company as an insurer.

SECTION 12. WARRANTY. The Company does not make any representation or warranty, including any implied warranty of merchantability or fitness, that the system or service applied may not be compromised, or that the system or services will, in all cases, provide the protection for which it is intended.

SECTION 13. INDEMNITY. Subscriber agrees to and shall indemnify and save harmless thru the Company's agents, employees, successors and assigns for and against all third party claims, lawsuits and losses, alleged to be caused by contractor's performance, negligent performance or failure to perform its obligation under this Agreement, including, but not limited to, consequential damages. The Subscriber further agrees to indemnify the Company and hold harmless from and against any claims or demands which may be asserted against the Company, including reasonable attorney's fees necessary to defend such claims or demands, arising out of the maintenance and/or installation of the alarm system or any of its components.

SECTION 14. ASSIGNMENT. The Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to the Subscriber and shall have further right to subcontract any service which may be required hereunder to perform.

This agreement is not assignable by the Subscriber except upon written consent of the Company first being obtained. The Subscriber may not assign any rights inuring under this contract or under the relationship created hereby either voluntarily

or by operation of law without having first obtained the written consent of the Company. The Subscriber does hereby for itself and all parties claiming under it release and discharge the Company from and against all hazards covered by insurance, it being expressly understood and agreed that no insurance company or insurer shall have any rights of subrogation against Company.

SECTION 15. DEFAULT. The following events constitute defaults:

a) The non-payment by Subscriber for a period of ten (10) days of any sum required hereunder to be paid by Subscriber.

b) The non-performance by Subscriber of any other covenant or condition of this Agreement which is not cured within ten (10) days after notice thereof from the Company.

c) Any affirmative act of insolvency by Subscriber, or the filing by Subscriber of any petition under any bankruptcy, reorganization, insolvency or moratorium law, or any law for the relief of, or relating to debtors.

d) The filing of any involuntary petition under any bankruptcy statute against Subscriber, or the appointment of any receiver or trustee to take possession of the property of Subscriber, unless such petitioner is set aside or withdrawn or ceases to be in effect within thirty (30) days of the date of the filing or appointment.

e) The subjection of any of Subscriber's property to any levy, seizure, assignment, application, or sale for or by and creditor or government agency.

SECTION 16. REMEDIES. On the occurrence of any of the events defined in Section 15 as constituting defaults, the Company, without notice to or demand on Subscriber, may:

a) Immediately remove and take possession of said system, components, etc., adding any costs or expenses in removing, repair, storage, etc. of said system, components, etc. to that already due Company by or from Subscriber with the Subscriber remaining responsible for any/all delinquency.

b) In the event the Company is unable to secure the equipment hereinunder defined within ten (10) days of notice of such intent, the Subscriber agrees to pay the Company in addition to the other terms as hereinunder defined, the salvage value of this equipment, etc. This amount will be added to and come under the same provisions of any/all other amounts due the Company from Subscriber.

c) The Company may, at its option, accelerate the length and terms of this Agreement and declare the entire amount due and be entitled to this full amount (as the rates were predicted based upon the full length and term as described herein plus interest at 1 1/2 percent per month on the unpaid balance - 18 percent annually) plus legal and other costs of collection or incurred.

Further, the Subscriber agrees that on the occurrence of any of the events defined in Section 15 as constituting defaults, that Subscriber shall be liable to the Company for any costs, including, but not limited to, court costs, attorney's fees and collecting expenses, incurred by the Company arising out of or resulting from its default.

SECTION 17. COLLATERAL.

a) As additional collateral for the payment of all obligations, the Subscribers jointly and severally transfer, assign, pledge, and set over to the Company, and grant the Company a continuing lien upon and security interest in, any and all property of each Subscriber that for any purpose, whether in trust for any Subscriber or for custody pledge, collection or otherwise, is now or hereinafter in the actual or constructive possession of, or in transit to, the Company in any capacity, its correspondents or agents, and also a continuing lien upon and/or right of set off against all equipment and material sold by the Company to the Subscribers now or at any time hereafter existing.

b) The Company shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral which is in its possession if it takes such reasonable actions for that purpose as the pledgor of such Collateral

shall request in writing, but the Company shall have the sole power to determine whether such actions are reasonable. Any omission to do any act not requested by said pledgor shall not be deemed a failure to exercise reasonable care. The Subscriber shall be responsible for the preservation of the Collateral and shall take all steps to preserve rights against prior parties. The Company shall have the right to, but shall not be obligated to, preserve rights against prior parties; nor shall the Company be liable for any failure to realize upon, or to exercise any right or power with respect to, any of the Obligations or Collateral or for any delay in so doing.

c) The Company, without making any demand whatsoever, shall have the right to sell all or part of the collateral, although the obligations may be contingent or unmatured whenever the Company considers such sale as necessary for its

protection. Sale of the Collateral may be made, at any time and from time to time, at any public or private sale, at the option of the Company, without advertisement or notice to any Subscriber, except such notice as is required by law and cannot be waived. The Company may purchase the collateral at any such sale (unless prohibited by law) free from any equity or redemption and from all other claims.

After deducting all expenses, including legal expenses and attorney's fees as provided below, for maintaining or selling the Collateral and collecting the proceeds of sale, the Company shall have the right to apply the remainder of said proceeds in payment as provided below, for maintaining or selling the Collateral and collecting the proceeds of sale, the Company shall have the right to apply the remainder of said proceeds in payment of, or as a reserve against any of the Obligations, the manner, order and extent of such application to be in the sole discretion of the Company.

To the extent notice of any sale or other disposition of the Collateral is required by law to be given to any Subscriber, the requirement of reasonable notice shall be met by sending such notice, as provided below, at least five (5) calendar days before the time of sale or disposition. The Subscriber shall remain liable to the Company for the payment of any deficiency with any interest at the rate provided hereinabove. However, the Company shall not be obligated to resort to any collateral but, at its election, may proceed to enforce any of the obligations in default against any or all of the Subscriber.

d) With respect to any and all Obligations, to the extent permitted by applicable law, the Subscribers and any endorsers of this note severally waive the following: 1) all rights of the exemption of property from levy of sale under execution or

other process for the collection of debts under the constitution and laws of the United States or any state thereof, 2) demand presentment, protest, notice of dishonor, suit against any party and all other requirements necessary to charge or hold any Subscriber liable on any Obligation, 3) any further receipt for or acknowledgment of the Collateral now or hereafter deposited or statement of indebtedness, 4) all statutory provisions and requirements for the benefit of any Subscriber, now or hereafter in force (to the extent that same may be waived), 5) the right to interpose any set-off or counterclaim of any nature or description in any litigation in which the Company and any Subscriber shall be adverse parties. The Subscribers severally agree that any Obligations of any Subscriber may, from time to time, in whole or part be renewed, extended, modified, accelerated, compromised, discharged or released by the Company, and any Collateral lien and/or right to set-off securing any Obligation may, from time to time, in whole or in part, be exchanged, sold, or released, all without notice to or further reservations of rights against any Subscriber and all without in any way affecting or releasing the liability of any Subscriber. The Subscribers jointly and severally agree to pay all filing fees and taxes in connection with this Note or the Collateral and all costs of collecting or securing or attempting to collect or secure any Obligations, including a reasonable attorney's fee if this Note is referred to an attorney, not a salaried employee of the Company for collection following any default hereunder by the Subscriber.

e) The Company shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies, and no waiver of any kind shall be valid unless in writing and signed by the Company. All rights and remedies of the

Company under the terms of this note and under statutes or rules of law shall be cumulative and may be exercised successively or concurrently. The Subscribers jointly and severally agree that the Company shall be entitled to all the rights of a holder in due course of a negotiable instrument. This note shall be governed by and construed in accordance with the laws of the United States and the State of Alabama. Any provision of this notice which may be unenforceable or invalid under the law shall be ineffective to the extent of such unenforceability or invalidity without affecting the enforceability or validity of any other provision hereof. Any notice required to be given to any person shall be deemed sufficient if delivered to such person or if mailed, postage prepaid, to such person's address as it appears on this note, or if none appears, to any address of such person in the Company's files. The Company shall have the right to correct patent errors in this note.

f) Notwithstanding any provision of this note to the contrary, if the Subscribers are one or more natural persons and the equipment is used for personal, family, or household use the following provisions are applicable: a) the waivers of

exemption of property from levy or sale under execution or other process for the collection of debts, as herein provided, applies only with respect to the Collateral, if any, for this agreement, b) no consumer protection provision of the Alabama Consumer Credit Act and no limitation on the remedy of garnishment provided under federal or state law is waived hereby. Notwithstanding any provision of this note to the contrary, if the proceeds of the loan evidenced by this note are used primarily for personal, family, household or agricultural purposes, the agreement hereinabove made to pay an attorney's fee for collection following default applies only if the original principal balance of the debt exceeds \$300, and the attorney's fee shall be a reasonable fee not exceeding 15 percent of the unpaid balance of this note after default.

SECTION 18. APPROVAL. This Agreement is not binding unless approved by an authorized representative of the Company. In the event of failure of approval as aforesaid, the only liability of the Company shall be to return to the Subscriber the amount, if any, paid to the Company upon the signing of this Agreement.

SECTION 19. COMPLETE AGREEMENT. There are no verbal understanding changing or modifying any terms of this Agreement.

SECTION 20. CHOICE OF LAW. This Agreement shall be interpreted under the laws of the State of Alabama.

Council Item - Contract with Harris Security Systems

From Barry Mott <bmott@enterpriseal.gov>

Date Tue 10/29/2024 11:31 PM

To Beverly Sweeney <bsweeney@enterpriseal.gov>

Cc Kim Hughes <khughes@enterpriseal.gov>; LeeAnn Swartz <lswartz@enterpriseal.gov>; Jonathan Tullos <jtullos@enterpriseal.gov>

 1 attachments (145 KB)

Enterprise Airport Corporate Hangar Monitoring Contract.docx;

Beverly,

Please add the attached contract to the next council meeting agenda.

I am seeking council permission for the Mayor to execute an agreement with Harris Security Systems, Inc. for monitoring of the fire alarm system within the new hangar at the Enterprise Municipal Airport. The contract is for \$68.95/month including cellular service and subject to City Attorney review.

Barry



(334) 774-8564

Date 9-24-24

2780 HIGHWAY 231 SOUTH
OZARK, AL 36360
FAX 334-445-1341
1-800-240-1717

Submitted by Darren Paramore

Account No. _____

PROPOSAL/CONTRACT

Account Name Enterprise Airport Corporate Hangar Type - Bus. / Res. | New / Existing

Contact's Name _____ Telephone (Alarm) _____

Alarm Address 867 Aviation Blvd

City Enterprise State AL Zip 36330

Billing Address 867 Aviation Blvd Telephone _____

City Enterprise State AL Zip 36330

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_____ Passive infrared long
range - narrow

_____ Passive infrared
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(PIRUS)

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☒ Separate U.L. Panel

☒ Manual pull station

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Monitoring via digital communications with separate signals for each zone or condition unless noted otherwise.

TYPE:

- ☐ LEASING: includes monitoring and service agreement
- ☒ DP MATERIAL & LABOR: includes monitoring alarm signals only
- ☐ SERVICE AGREEMENT: includes monitoring and service agreement

TERMS: THE PROVISIONS ON THE REVERSE SIDE ARE A PART OF THIS CONTRACT. SIGNATURE(S) BELOW CONFIRM ACCEPTANCE OF ALL TERMS AND CONDITIONS LISTED. CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

"MAIN SYSTEM"

(Please sign at "X" and date to indicate your acceptance of options desired)

BURGLAR ALARM

Installation - Alarm Monitoring

Monthly \$ _____

X _____

Signature of Acceptance

Date: _____

FIRE ALARM

Installation - Fire Alarm Monitoring

Monthly \$ 30.00

X _____

Signature of Acceptance

Date: _____

OPTION:

Installation - _____

Monthly \$ _____

X _____

Signature of Acceptance

Date: _____

OPTION:

Installation - Cellular Service

Monthly \$ _____

X _____

Signature of Acceptance & Date

Date: _____

OPTION:

Installation - Cellular Service

Monthly \$ 38.95

X _____

Signature of Acceptance & Date

Date: _____

OPTION:

Installation - _____

Monthly \$ _____

X _____

Signature of Acceptance & Date

Date: _____

OPTION:

Installation - DMP App Service

Monthly \$ _____

X _____

Signature of Acceptance & Date

Date: _____

OPTION:

Installation

Monthly \$ _____

X _____

Signature of Acceptance & Date

Date: _____

OPTION:

Installation

Monthly \$ _____

X _____

Signature of Acceptance & Date

Date: _____

This proposal may be withdrawn if not accepted within ten (10) days. 50% deposit required.

Deposit of cash/check \$ _____ Received By _____

IF YOU HAVE A COMPLAINT CONTACT:
ALABAMA ELECTRONIC SECURITY BOARD OF LICENSURE PMB 392
5756 VAUGHN ROAD
MONTGOMERY, AL 36116
(334) 264-9388
License Numbers: AL 190 • GA LA205039

SECTION 1. OWNERSHIP OF EQUIPMENT. It is understood and agreed by and between the parties hereto that the entire system, including all devices, instruments, appliance and all components, conduits, connections, springs, tubes, wires and other materials associated therewith, is and shall be and remain the property of the Company when leased or if purchased (Material and labor) then the Subscriber shall hold title to same.

SECTION 2. INSTALLATION. The subscriber hereby authorizes and empowers Company, its agents, successors, and assigns, to install and maintain or to cause to be installed and maintained the aforesaid system in said premises and to inspect, test and repair it, and further, to make any changes in or alterations to the system at the request of Subscriber or made necessary by any changes in the Subscriber's premises, property or equipment after the original installation has been completed, at the cost of the Subscriber. The Subscriber agrees to furnish any necessary electric current through the Subscriber's meter and at the Subscriber's own expense. Also, the Subscriber agrees to furnish the necessary telephone line or service (installation as well as on going charges) necessary for the transmittal of alarm signals/information at the Subscriber's own expense. Subscriber hereby authorizes Company full and complete access to the property and buildings wherein the system is located, which access is reasonably necessary to Company for installation, repair, maintenance or testing. Company is hereby authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing or things necessary or pertinent to the installation and maintenance of the electrical protection equipment and Company shall not be responsible for the condition created thereby during the installation, maintenance or removal of the equipment and, further, Company shall not be responsible for any condition of the premises upon the removal of the apparatus, and Subscriber warrants that it has full authority from the owner and/or any other person in control of the premises to permit the installation, of the equipment under all conditions herein above mentioned.

SECTION 3. INSPECTION AND MAINTENANCE. The Company, its agents, successors and assigns will subject to terms and conditions hereof, during the terms of this agreement, make inspection of the system and make such repairs and adjustments as may be necessary for the proper operation and maintenance of such system in good working order, the Subscriber agreeing, nevertheless, to exercise reasonable care in handling thereof and notify the Company promptly of any conditions requiring the Company's attention. It is mutually agreed by and between the parties hereto that whenever the protective signaling system specified in the schedule herein shall require attention by a representative of the Company, whether for repairs, maintenance, non-signaling, malfunction or any cause whatsoever, the Company shall have a reasonable period of time from and after the time of receiving notice from the Subscriber of the need to give attention to said equipment within which to dispatch a representative of the Company to the premises of the Subscriber.

It is understood and agreed that Company's obligation relates to the maintenance of the equipment as listed previously under Schedule of Installation. The Company is in no way responsible for service to other than equipment. It is further understood that the Company's obligation for service is limited to the maintenance of the listed equipment upon notification by Subscriber that said equipment requires servicing. This servicing will be performed as soon after receipt of notice as reasonably possible. However, Company does not assume any responsibility or liability for inconvenience or loss resulting from the incapacity of any component or system.

SECTION 4. USE BY SUBSCRIBER. Subscriber shall carefully and properly set the alarm system each night or at such time as the Subscriber shall close his premises. Subscriber shall carefully and properly test the alarm system prior to each closed period and shall immediately report to the Company any claim of inadequacy on or failure of the system.

SECTION 5. PROPER OPERATION. It is understood and agreed that it is the obligation of the Subscriber to properly operate the system in the event the Company receives more than five (5) signals from the Subscriber's premises, which signal shall be caused by no apparent reason or because of the Subscriber's failure to properly operate and set the system in accordance with the instructions, oral and/or written, which have been received from the Company, then the Subscriber hereby agrees to pay in addition to the charges herein imposed a service charge for each additional "false alarm" at the rate normally charged by the Company for responding to such alarms. Further, any fees or fines imposed thru or resulting from any "alarm ordinance" are the responsibility of the Subscriber (including but not limited to registration, annual renewal, inspection and/or response fees).

SECTION 6. LOCATION OF EQUIPMENT. The Subscriber expressly covenants and agrees not to tamper with, disturb, injure or remove or otherwise interfere with said equipment nor to permit the same to be done. It is further agreed that the equipment shall remain in the same location as installed, and the cost, expense or damage of any removal or disturbance thereof resulting from painting, altering, remodeling, or any changes whatsoever necessitating any work by way of repairs, relocation, or otherwise on said equipment, or if the Underwriter's or any inspection bureau having jurisdiction shall require any changes, shall be paid for by the Subscriber in accordance with the standard charges of Company in addition to all other charges mentioned herein. It is agreed by the parties that unauthorized removal and/or disturbance of the equipment shall, at the election of the Company, constitute conversion.

SECTION 7. RATE OF CHARGES. Subscriber shall pay Company, its agents, successors or assigns as follows:

- a) **LEASING.** Monthly leasing payment, payable quarterly, covers leasing of equipment, service necessitated by normal wear and tear to equipment (foil tape and undercarpet switch mats are not covered by this service), and/or Police Department or Central Station monitoring. If any service is required to repair said foil tape, undercarpet mats and/or damage to equipment other than normal wear and tear, it will be charged to Subscriber at the applicable service rates.
- b) **MONITORING ONLY.** Monthly monitoring payment, payable quarterly, covers the monitoring of alarm signals only. NO service or maintenance is covered under this program except for that in which the warranty applies (if applicable).
- c) **MONITORING AND SERVICE MAINTENANCE AGREEMENT.** Monthly payment, payable quarterly, covers the monitoring and service necessitated by normal wear and tear to equipment (foil tape and undercarpet switch mats are not covered by this service). If any service is required to repair said foil tape, undercarpet mats and/or damage to equipment other than normal wear and tear, it will be charged to Subscriber at the applicable service rates.
- d) **The Company shall have the right, without recourse from the customer, to increase or decrease the charge for maintenance and/or monitoring provided herein, at any time or times, after the expiration of one (1) year from the date hereof.**
Said increase or decrease shall be accomplished by the Company giving the Subscriber thirty (30) days written notice. The increase or decrease shall be by a percentage equal to, less than the Federally released "cost of living or inflation increase index", as published in Atlanta, GA. The Customer shall be notified of any increase greater than "the cost of living or inflation increase index" by certified mail. Further, if the Company raises its rates for maintenance and/or monitoring by more than the Federally released "cost of living or inflation increase index" and if the Subscriber is unwilling to pay such increased charge, the Subscriber may cancel the subscription for maintenance or monitoring services for the unexpired term of the Agreement by advising the Company by certified mail within twenty (20) days of receipt of the notice of the increased charge greater than the Federally released "cost of living or inflation increase index".
- e) **The quarterly payments will be due on the last day of the quarter preceding the quarter next due. Any quarters that are less than full term (the first quarter and last quarters of the contract period only) will be prorated by dividing the number**

of days covered by this Contract by the number of days within the quarter and multiplying by the monthly rate.

- f) **Subscriber will be liable for and pay to Company any excise, sales or other taxes which may be imposed upon the Company or Subscriber because of the existence of this Agreement and/or carrying out any of the provisions hereof.**
 - g) **Interest will be assessed on any past due amount at the rate of 1 ½ percent per month on the unpaid principal balance.**
 - h) **Lightning, storm, water, etc. damage and other acts of God are hereby defined as damage. Further, damage is not covered by any sort of maintenance, warranty or service agreement.**
- Repairs and the associated charges for these repairs are the responsibility of the Subscriber and shall be paid immediately upon presentation of the invoice for said repairs. However, this form of damage**

is normally covered under the Subscriber's casualty insurance and the Subscriber may be entitled to reimbursement from his insurance carrier.

1) It is declared and agreed by all parties that all rates herein under contained are predicted/based upon the full length and terms of this agreement.

SECTION 8. WARRANTY. When Subscriber purchases a system or equipment the Company will honor all manufacturer's warranties that apply for the material or equipment only. These warranties vary with the equipment involved and must be applied individually. Labor is warranted for ninety (90) days only. After that time labor will be charged at the rate normally charged for such labor, with the rates then in effect.

SECTION 9. TERM. Except as otherwise herein provided, this Contract shall remain in full force and effect for a period of five (5) years from the date said system is installed and shall be renewed automatically on an annual basis thereafter upon the same terms and conditions as herein provided.

SECTION 10. TERMINATION. This Agreement may be terminated under the following circumstances:

a) Either party may terminate said Contract at the end of the five (5) year period or any renewal period thereafter by giving written notice of termination to the other party at least sixty (60) days prior to the termination of said five (5) year period or one (1) year renewal period then in effect.

b) At its option, Company may terminate this Agreement at any time in the event that the Company is unable to obtain, secure or retain the licenses, connections or privileges necessary for the transmission of signals between Subscriber's premises and the Company's Central Station, monitoring board, and/or the municipal fire or police boards, and Company shall not be liable for any damages or subject to any penalties as a result of such termination.

c) This Agreement may be cancelled, without previous notice, at the option of the Company, in case its Central Station, monitoring board, connecting wires or equipment are destroyed by any cause whatsoever, or are so substantially damaged that it is impracticable to continue service.

SECTION 11. LIABILITY. The liability of the parties is as follows:

a) The Company is not liable to any degree in the event an alarm condition is ignored, particularly when a communicator was not part of the system.

b) The Company assumes no liability for delay in installation of the equipment or for interruption of service due to vandalism, strikes, riots, floods, fire or act of God, or any other cause beyond the control of the Company and shall not be required to supply service to Subscriber while interruption of service due to any such cause shall continue but will, in such event, give notice to the condition to Subscriber or Subscriber's designated representative. The mailing of a letter to Subscriber to such effect shall conclusively establish that such advice has been given by the Company.

c) The Company shall not be liable for loss or damage, caused by delay, interruption, stoppage in construction or maintenance caused by strikes, walkouts, acts of God or other causes beyond its control and shall not relieve payments on behalf of Subscriber for same.

d) It is agreed that Company is not an insurer and that payments herein before named are based solely upon the value of services herein described, costs of installation, maintenance, types and quantity of equipment, and it is not the intention of the parties that the Company assume responsibility for any loss occasioned by malfeasance or misfeasance in the performance of the services under this Contract or for any loss or damage sustained through burglary, theft, robbery, fire or other cause or any liability on the part of the Company by virtue of this Agreement or because of the relation hereby established.

e) Subscriber and Company both acknowledge and agree that damages, if any, sustained by the Subscriber, directly or indirectly, as a result of default, if any, by Company (including, but not limited to, failure of obligations, failure of systems, or uncertainty of response time), would be uncertain and difficult to ascertain, and further both parties acknowledge and agree as to the inability to ascertain what portion, if any, of any loss sustained by the Subscriber would be the proximate result of Company's failure. Therefore, if there shall, notwithstanding the above provisions, at any time be or arise any liability on the part of the Company by virtue of this Agreement or because of the relation hereby established, whether due to the negligence of Company or otherwise, such liability is and shall be limited to a sum equal in amount of the rental service charge hereunder for a period of service not to exceed three (3) months, which sum shall be paid and received as liquidated damages. Such liability as herein set forth is fixed as liquidated damages and not as a penalty and this liability shall be complete and exclusive.

f) In the event Subscriber desires Company to assume greater liability for the performance of its services hereunder, a choice is hereby given of obtaining full or limited liability by paying an additional amount under a graduated scale of rates proportioned to the responsibility, and an additional rider shall be attached to this Agreement setting forth the additional liability of Company and additional charge. The rider and additional obligations shall in no way be interpreted to hold Company as an insurer.

SECTION 12. WARRANTY. The Company does not make any representation or warranty, including any implied warranty of merchantability or fitness, that the system or service applied may not be compromised, or that the system or services will, in all cases, provide the protection for which it is intended.

SECTION 13. INDEMNITY. Subscriber agrees to and shall indemnify and save harmless thru the Company's agents, employees, successors and assigns for and against all third party claims, lawsuits and losses, alleged to be caused by contractor's performance, negligent performance or failure to perform its obligation under this Agreement, including, but not limited to, consequential damages. The Subscriber further agrees to indemnify the Company and hold harmless from and against any claims or demands which may be asserted against the Company, including reasonable attorney's fees necessary to defend such claims or demands, arising out of the maintenance and/or installation of the alarm system or any of its components.

SECTION 14. ASSIGNMENT. The Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to the Subscriber and shall have further right to subcontract any service which may be required hereunder to perform.

This agreement is not assignable by the Subscriber except upon written consent of the Company first being obtained. The Subscriber may not assign any rights inuring under this contract or under the relationship created hereby either voluntarily or by operation of law without having first obtained the written consent of the Company. The Subscriber does hereby for itself and all parties claiming under it release and discharge the Company from and against all hazards covered by insurance, it being expressly understood and agreed that no insurance company or insurer shall have any rights of subrogation against Company.

SECTION 15. DEFAULT. The following events constitute defaults:

a) The non-payment by Subscriber for a period of ten (10) days of any sum required hereunder to be paid by Subscriber.

b) The non-performance by Subscriber of any other covenant or condition of this Agreement which is not cured within ten (10) days after notice thereof from the Company.

c) Any affirmative act of insolvency by Subscriber, or the filing by Subscriber of any petition under any bankruptcy, reorganization, insolvency or moratorium law, or any law for the relief of, or relating to debtors.

d) The filing of any involuntary petition under any bankruptcy statute against Subscriber, or the appointment of any receiver or trustee to take possession of the property of Subscriber, unless such petitioner is set aside or withdrawn or ceases to be in effect within thirty (30) days of the date of the filing or appointment.

e) The subjection of any of Subscriber's property to any levy, seizure, assignment, application, or sale for or by and creditor or government agency.

SECTION 16. REMEDIES. On the occurrence of any of the events defined in Section 15 as constituting defaults, the Company, without notice to or demand on Subscriber, may:

a) Immediately remove and take possession of said system, components, etc., adding any costs or expenses in removing, repair, storage, etc. of said system, components, etc. to that already due Company by or from Subscriber with the Subscriber remaining responsible for any/all delinquency.

b) In the event the Company is unable to secure the equipment hereinunder defined within ten (10) days of notice of such intent, the Subscriber agrees to pay the Company in addition to the other terms as hereinunder defined, the salvage value of this equipment, etc. This amount will be added to and come under the same provisions of any/all other amounts due the Company from Subscriber.

c) The Company may, at its option, accelerate the length and terms of this Agreement and declare the entire amount due and be entitled to this full amount (as the rates were predicted/based upon the full length and term as described herein plus interest at 1 1/2 percent per month on the unpaid balance - 18 percent annually) plus legal and other costs of collection or incurred.

Further, the Subscriber agrees that on the occurrence of any of the events defined in Section 15 as constituting defaults, that Subscriber shall be liable to the Company for any costs, including, but not limited to, court costs, attorney's fees and collecting expenses, incurred by the Company arising out of or resulting from its default.

SECTION 17. COLLATERAL.

a) As additional collateral for the payment of all obligations, the Subscribers jointly and severally transfer, assign, pledge, and set over to the Company, and grant the Company a continuing lien upon and security interest in, any and all property of each Subscriber that for any purpose, whether in trust for any Subscriber or for custody pledge, collection or otherwise, is now or hereinafter in the actual or constructive possession of, or in transit to, the Company in any capacity, its correspondents or agents, and also a continuing lien upon and/or right of set off against all equipment and material sold by the Company to the Subscribers now or at any time hereafter existing.

b) The Company shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral which is in its possession if it takes such reasonable actions for that purpose as the pledgor of such Collateral shall request in writing, but the Company shall have the sole power to determine whether such actions are reasonable. Any omission to do any act not requested by said pledgor shall not be deemed a failure to exercise reasonable care. The Subscriber shall be responsible for the preservation of the Collateral and shall take all steps to preserve rights against prior parties. The Company shall have the right to, but shall not be obligated to, preserve rights against prior parties; nor shall the Company be liable for any failure to realize upon, or to exercise any right or power with respect to, any of the Obligations or Collateral or for any delay in so doing.

c) The Company, without making any demand whatsoever, shall have the right to sell all or part of the collateral, although the obligations may be contingent or unperfected whenever the Company considers such sale as necessary for its protection. Sale of the Collateral may be made, at any time and from time to time, at any public or private sale, at the option of the Company, without advertisement or notice to any Subscriber, except such notice as is required by law and cannot be waived. The Company may purchase the collateral at any such sale (unless prohibited by law) free from any equity or redemption and from all other claims.

After deducting all expenses, including legal expenses and attorney's fees as provided below, for maintaining or selling the Collateral and collecting the proceeds of sale, the Company shall have the right to apply the remainder of said proceeds in payment as provided below, for maintaining or selling the Collateral and collecting the proceeds of sale, the Company shall have the right to apply the remainder of said proceeds in payment of, or as a reserve against any of the Obligations, the manner, order and extent of such application to be in the sole discretion of the Company

To the extent notice of any sale or other disposition of the Collateral is required by law to be given to any Subscriber, the requirement of reasonable notice shall be met by sending such notice, as provided below, at least five (5) calendar days before the time of sale or disposition. The Subscriber shall remain liable to the Company for the payment of any deficiency with any interest at the rate provided hereinabove. However, the Company shall not be obligated to resort to any collateral but, at its election, may proceed to enforce any of the obligations in default against any or all of the Subscriber.

d) With respect to any and all Obligations, to the extent permitted by applicable law, the Subscribers and any endorsers of this note severally waive the following 1) all rights of the exemption of property from levy of sale under execution or

other process for the collection of debts under the constitution and laws of the United States or any state thereof, 2) demand presentment, protest, notice of dishonor, suit against any party and all other requirements necessary to charge or hold any Subscriber liable on any Obligation, 3) any further receipt for or acknowledgment of the Collateral now or hereafter deposited or statement of indebtedness, 4) all statutory provisions and requirements for the benefit of any Subscriber, now or hereafter in force (to the extent that same may be waived), 5) the right to interpose any set-off or counterclaim of any nature or description in any litigation in which the Company and any Subscriber shall be adverse parties. The Subscribers severally agree that any Obligations of any Subscriber may, from time to time, in whole or part be renewed, extended, modified, accelerated, compromised, discharged or released by the Company, and any Collateral lien and/or right to set-off securing any Obligation may, from time to time, in whole or in part, be exchanged, sold, or released, all without notice to or further reservations of rights against any Subscriber and all without in any way affecting or releasing the liability of any Subscriber. The Subscribers jointly and severally agree to pay all filing fees and taxes in connection with this Note or the Collateral and all costs of collecting or securing or attempting to collect or secure any Obligations, including a reasonable attorney's fee if this Note is referred to an attorney, not a salaried employee of the Company for collection following any default hereunder by the Subscriber.

e) The Company shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies, and no waiver of any kind shall be valid unless in writing and signed by the Company. All rights and remedies of the

Company under the terms of this note and under statutes or rules of law shall be cumulative and may be exercised successively or concurrently. The Subscribers jointly and severally agree that the Company shall be entitled to all the rights of a holder in due course of a negotiable instrument. This note shall be governed by and construed in accordance with the laws of the United States and the State of Alabama. Any provision of this notice which may be unenforceable or invalid under the law shall be ineffective to the extent of such unenforceability or invalidity without affecting the enforceability or validity of any other provision hereof. Any notice required to be given to any person shall be deemed sufficient if delivered to such person or if mailed, postage prepaid, to such person's address as it appears on this note, or if none appears, to any address of such person in the Company's files. The Company shall have the right to correct patent errors in this note.

f) Notwithstanding any provision of this note to the contrary, if the Subscribers are one or more natural persons and the equipment is used for personal, family, or household use the following provisions are applicable: a) the waivers of

exemption of property from levy or sale under execution or other process for the collection of debts, as herein provided, applies only with respect to the Collateral, if any, for this agreement, b) no consumer protection provision of the Alabama Consumer Credit Act and no limitation on the remedy of garnishment provided under federal or state law is waived hereby. Notwithstanding any provision of this note to the contrary, if the proceeds of the loan evidenced by this note are used primarily for personal family, household or agricultural purposes, the agreement hereinabove made to pay an attorney's fee for collection following default applies only if the original principal balance of the debt exceeds \$300, and the attorney's fee shall be a reasonable fee not exceeding 15 percent of the unpaid balance of this note after default.

SECTION 18. APPROVAL. This Agreement is not binding unless approved by an authorized representative of the Company. In the event of failure of approval as aforesaid, the only liability of the Company shall be to return to the Subscriber the amount, if any, paid to the Company upon the signing of this Agreement.

SECTION 19. COMPLETE AGREEMENT. There are no verbal understanding changing or modifying any terms of this Agreement.

SECTION 20. CHOICE OF LAW. This Agreement shall be interpreted under the laws of the State of Alabama.



City of Enterprise

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

MEMORANDUM

TO: Beverly Sweeney, City Clerk
FROM: Barry Mott, City Engineer/Public Works Director
DATE: 11/1/2024
RE: Council Agenda – Request to Approve Contract

I am seeking Council approval for the city to enter into a contract with Comfort Systems USA (Southeast) through OMNIA Partners Contract #02-172 as follows:

A preventive maintenance HVAC program beginning November 5, 2024 for \$100,548.00 per year, payable in advanced installments of \$8,379.00 per month, for three (3) years. This price is consistent with what the city has been paying to Comfort Systems for the same program over the last three (3) years.

Purchasing through OMNIA Partners meets the public bid law requirements for this service.

Thank you.

Southeast

13040 West US Highway 84
Newton, AL 36352
FL# CMC057076 / AL# 04204
334-793-8227 Phone

October 16, 2024

Mr. Barry Mott
City of Enterprise
P.O. Box 311000
Enterprise, AL 36330
OMNIA Partners Contract # 02-172

Re: **Comfort Systems USA** Service Proposal

Dear Mr. Mott:

Comfort Systems USA (Southeast) is excited to have the opportunity to present you a proposal for service. We hope that you will review this proposal and contact us with any questions or concerns that may arise. We appreciate your interest in our company and look forward to working with you.

The Corporate Core Values for **Comfort Systems USA** define the pride we take in our customer relationships. These Values are:

- Act with Honesty and Integrity
- Show Respect for ALL Stakeholders
- Exceed Customer Expectations
- Seek "Win-Win" Solutions
- Demonstrate Spirit and Drive
- Pursue Innovation
- Achieve Premier Safety Performance
- Commit to Energy Efficiency
- Communicate Openly
- Impact Our Community Positively
- Think National. Act Local

Our goal is to partner with you in providing and maintaining building systems and equipment services that helps your company to be efficient and profitable. We want to be a dependable partner of your facilities team.

Respectfully,

David Hope
Comfort Systems USA (Southeast)
Enclosure: Service Proposal



presents

**CAPITAL PROTECTION SERVICE
FULL MAINTENANCE
MECHANICAL INVESTMENT SERVICE PROPOSAL**

for
City of Enterprise

Location:
Enterprise

Prepared For:
Mr. Barry Mott

Date:
October 2, 2024

Prepared By:
David Hope

Mission & Vision

The vision for Comfort Systems USA, (**Southeast**) is to be the mechanical provider of choice balancing the needs of our customers, employees, and shareholders.



We will do this by understanding our customer's business, identifying where we can influence their success, and providing superior customer service in a culture of integrity, reliability, and dependability.

We will provide our shareholders a valuable return on their investment in our business. We will build a business that will sustain success for years to come.

We will hire and train employees who strive to be the best in the business. We will work as a team so everyone can realize their full

potential at work and elsewhere.

Who We Are

Comfort Systems USA (**Southeast**), Inc. is the premier provider of HVAC services throughout the southeast. By providing quality installations and scheduled preventative maintenance, Comfort Systems USA - (**Southeast**) commits to providing efficient and reliable mechanical systems with years of dependable service and complete customer satisfaction.

Our resume encompasses hospital, government, military, school, and commercial buildings. Our experience includes design/build, design assist, competitive proposal, as well as traditional plan and spec for new construction and renovations. We also offer commercial and industrial service including service agreement programs.



Let Us Be Your Premier Service Provider

It is the goal of our company to partner with you to attain the level of HVAC service and temperature control that your facility requires and your occupants deserve. As your partner, we will help you establish these goals and provide the means to reasonably achieve them. As a growing and dynamic company, we will be with you as your commercial property acquisitions increase in number.

As we establish our partnership, you can expect Comfort Systems USA (**Southeast**) to not only provide a thorough maintenance program, but to provide an assessment of your current system performance, stabilize maintenance costs, maintain comfort conditions, and extend the life of your equipment. As a responsible company, we share your concern about energy usage. Energy efficiency will be a deciding factor in our recommendations to you.

We are offering you our commitment to do the job right. This is not a responsibility we take lightly. We have trained technicians and experienced management with a broad base of knowledge. Our technicians are certified on a wide variety of systems including large tonnage centrifugal and reciprocating chillers as well as small tonnage package equipment and split systems. We know your equipment failures are costly and the time lost is crucial, as a local company we will respond quickly to your needs and minimize your downtime. We are available for your needs 24 hours per day, 7 days per week, 365 days per year. Our goal is to provide quality service and customer satisfaction for you and your business.

What do we bring to the table?

Comfort Systems USA (Southeast) is committed to meet your expectations. Our commitment to you incorporates:

- **Providing a personal and knowledgeable service team consisting of an Account Manager, Service Technician(s), and Service Dispatcher.**
 - ✓ The Account Manager will provide follow up on any proposals, coordinate all work, provide after hours support and handle any questions or concerns regarding the account.
 - ✓ The Service Technician will provide professional, quality care for your equipment, provide reports for any work completed at your facility and will review those reports with you, the customer. He will give thorough instruction for the operation of any equipment covered in this agreement. He will offer advice and information for keeping that equipment running at its optimum performance level.
 - ✓ The Service Dispatcher will schedule inspections and provide emergency service contact.
- **Maintaining a healthy and responsible work environment.**
 - ✓ **Comfort Systems USA (Southeast)** complies with all Federal and State laws and regulations regarding the handling, and storage of ozone-depleting refrigerants (CFC's). All technicians are certified and use certified equipment.
 - ✓ **Comfort Systems USA (Southeast)** maintains a Refrigerant Management Record for all refrigerants handled at your facility.
 - ✓ **Comfort Systems USA (Southeast)** follows environmental and government guidelines and regulations for the disposal of all hazardous materials including oil.
 - ✓ **Comfort Systems USA (Southeast)** employs a Corporate Safety Manager who provides monthly safety training to all field personnel.
 - ✓ All field personnel have personal protective equipment and are trained on its proper usage.
 - ✓ **Comfort Systems USA (Southeast)** maintains a Drug-Free Workplace.
- **Maintaining satisfaction for our customer.**
 - ✓ **Comfort Systems USA (Southeast)** provides a comprehensive planned maintenance program to eliminate or minimize down times.
 - ✓ **Comfort Systems USA (Southeast)** will provide replacement parts that meet or exceed original OEM specifications.
 - ✓ Contract customers are proudly given priority service at **Comfort Systems USA (Southeast)**
 - ✓ **Comfort Systems USA (Southeast)** provides a 24/7/365 emergency response.
 - ✓ **Comfort Systems USA (Southeast)** provides customized invoicing.

Equipment Schedule

Equipment Description	Mfg.	Model #	Serial #	Tons	Location	Notes
Please see attached list.						

Inspection Schedule

<u>Scope of Services</u>	<u>Frequency</u>
Annual Inspection	1 Per Year
Quarterly Inspection	3 Per Year
Filter Changes	4 Per Year
Condenser Coil Cleaning	1 Per Year

Coverage Schedule

Parts and Materials for Inspections	Included
Labor for Inspections	Included
Parts and Materials for Repairs	Included
Labor for Repairs	Included
Emergency Service 24/7	Included
Refrigerant Loss	Included

All inspections will be performed in accordance with manufacturers recommended guidelines.
The attached log/checklist sheets will be used for each inspection.

2024-2025 Service Rates

Service work performed outside the scope of this contract will be performed for:

Contract.....\$110.00 per hour

Overtime @ 1.5

Daily Truck Charge.....\$100.00 per day for T&M work – No Truck Charge for Quoted Jobs

End of Life/Replacement: Equipment determined to be past its sustainable life shall be replaced at material cost plus (+) 30% mark up and at normal business hour labor rate of 110.00 per hour or an after hour rate of 165.00 per hour.

Response time target of two hours for all buildings except the following, these buildings will have a one hour response time:

City Hall	Central Fire Station	Civic Center	Farmers Market
Eastside Fire Station	Westside Fire Station	Northside Fire Station	

Items not covered under this contract include, coils, controls and new unit replacement. Equipment for new buildings added to the PM contract will be subject to inspection before being part of this contract, any issues found with these units must be fixed at the expense of The City of Enterprise or units will be removed from the contract.

Rates are subject to change during this contract term to reflect the current Comfort Systems USA prevailing Service Rates.

By signing this contract, Comfort Systems USA, Southeast represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Inspection Guidelines

Annual Inspection

- Check in with customer representative
- Clean coils with OEM recommended cleaning solution
- Check refrigerant charge
- Change filters
- Leak check each unit
- Meg ohm test compressor
- Check and tighten all electrical connections
- Check safety's
- Inspect starter
- Lubricate motor bearings
- Check for unusual noise and vibration
- Log units and check overall conditions and alarms
- Ensure area around units is clean
- Provide and review Service Report and Log Sheet with customer representative

Quarterly Inspection

- Check in with customer representative
- Check refrigerant charge
- Change filters
- Check unit for proper operation
- Visually inspect for refrigerant and oil leaks
- Check for unusual noise and vibration
- Ensure area around unit is clean
- Provide and review Service Report and Log Sheet with customer representative

MAINTENANCE AGREEMENT FOR ENVIRONMENTAL SYSTEMS

Bill to Identity

City of Enterprise
P.O. Box 311000
Enterprise, AL 36330

Comfort Systems USA (**Southeast**) will provide the inspections and services described in the maintenance program indicated below.

MAINTENANCE PROGRAM: Preventive and Full Maintenance

The Agreement coverage will commence on November 5, 2024

The Agreement price is \$ 100,548.00 per year, payable in advanced installments of \$ 8379.00 per month beginning on the effective date of November 5, 2024. The original term of this Agreement will be three years. The contract will automatically renew unless cancelled by either party with a 30 day written notice

Comfort Systems is pleased to propose a 3% discount for pre-payment of the entire annual amount if payment is received prior to the service agreement start date.

This Agreement is the property of Comfort Systems USA (**Southeast**) and is provided for Customer's use only. Comfort Systems USA Southeast guarantees the price stated in this Agreement for thirty (30) days from proposal date above. Upon execution as provided below, this Agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Company

Signature (Sales Consultant)

Accepted for Company By:

Name – Preston Thomley

Title – Service Manager

Date

Customer

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date

Terms and Conditions – Next 2 Pages

FULL COVERAGE SERVICE MAINTENANCE AGREEMENT TERMS & CONDITIONS

The following terms and conditions are incorporated into and a part of the Full Coverage Service Agreement (the "Agreement") between Comfort Systems USA ("Service Provider") and Customer:

1. Customer shall permit Service Provider free and timely access to areas and equipment, and allow Service Provider to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Service Provider's normal working hours.
2. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Service Provider will provide Customer with a list of existing problems and deficiencies which shall then either be repaired at Customer's expense by Service Provider at a rate then in effect above and beyond the amount otherwise due under the Agreement. Should Customer not authorize the repairs, Service Provider may either remove the unacceptable system(s) component(s) or part(s) from its scope of responsibility and adjust the annual Agreement price accordingly or cancel this Agreement.
3. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
5. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Service Provider may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, if Service Provider does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall accrue a late charge on the balance outstanding at the lesser of (a) 1-1/2% per month or (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law. If any payment is late, all balances under this agreement shall be accelerated and shall become immediately due and payable.
6. This Agreement applies only to those portions of the system(s) that are maintainable. Non-maintainable portions of the system(s) include, but are not limited to, repair or replacement of non-maintainable parts such as duct work, boiler shell and tubes, cabinets, boiler refractory material, heat exchangers, main power service and electrical wiring, structural supports, piping, tube bundles, oil storage tanks and other similar items are excluded.
7. Any alteration to, or deviation from, this Agreement involving additional work, cost of materials or labor will become an additional charge (fixed price amount to be negotiated or on a time-and-material basis at Service Provider's rates then in effect) over the sum stated in this Agreement.
8. Service Provider will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
9. This Agreement does not include responsibility for the design of the system, obsolescence, safety test, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond control of Service Provider.
10. Limitations of Remedy. In the event of a breach by Contractor of the terms of this Agreement or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise exceed the amount of fees paid by Customer to Contractor for those products or services. Further, in no event shall Contractor have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, punitive, indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. The customer waives any claims for consequential damages, and damages shall be limited to the cost of repair or replacement of the equipment purchased. The parties agree that these limitations of remedies are commercially reasonable under the circumstances involved in this agreement, and that this limitation is an essential term of this contract made to induce Contractor to enter this agreement.
11. If a trouble call is made at Customer's request and inspection indicates a condition which is not covered under this Agreement, Service Provider may charge Customer at the rate then in effect for such services.
12. Customer shall permit only Service Provider's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Service Provider's personnel perform such work, Service Provider may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.
13. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all costs, including taxable costs, and all attorneys' fees incurred by Contractor, including, without limitation, all fee and costs incurred in finalizing a supplemental judgment for fees and costs.
14. Any legal action against the Service Provider relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the Service Provider's work.
15. Service Provider shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Service Provider's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, acts of terrorism, or by any cause beyond its control.
16. Service Provider specifically excludes collective bargaining agreements, project labor agreements, living wage requirements, Davis-Bacon or Service Contract Act wages, or any other similar wage specific agreements unless noted specifically within the body of this Agreement. As these requirements vary from County to County or are very job specific it is prudent that Service Provider and Customer fully acknowledge in writing when any of these are required.
17. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Service Provider, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, an invitee of Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Service Provider. Further and notwithstanding the preceding sentence, Service Provider shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or the creation of mold at Customer's location(s) and shall have no

Southeast

obligation to treat, identify or remove such mold. Service Provider agrees that this indemnity agreement is commercially reasonable and that Service Provider has reduced the price of its services by \$100 as separate consideration for this indemnity agreement.

18. Customer shall make available to Service Provider's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.

19. Service Provider expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Service Provider's work under this agreement.

20. Service Provider's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. Service Provider disclaims any responsibility to identify any such substances. In the event such substances, wastes and materials are encountered, Service Provider's sole obligation will be to notify the Owner of their existence. Service Provider shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

21. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL SERVICE PROVIDER BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

22. These terms and conditions, together with the attached documents, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Service Provider may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Service Provider agreeing to different terms. This Agreement shall not be assignable by Customer without the express prior written consent of Service Provider. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. THE PARTIES HERETO EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR RELATING TO THIS AGREEMENT. The exclusive venue and jurisdiction for any action arising under or relating to this Agreement shall be the state courts of Escambia County, Florida.

23. Each party agrees they have read the terms of this Agreement and have had the opportunity to consult with legal counsel regarding the same. In the event any portion of these terms and conditions is held invalid or inoperative, the other portions of these terms and conditions shall be deemed valid and operative and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. Moreover, in the event any court of competent jurisdiction shall determine that the scope or terms of any restriction set forth herein is unreasonable, then it is the intention of the parties that such restriction or term be enforced to the fullest extent which the court deems reasonable, and these terms and conditions shall thereby be reformed.

24. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect.

25. **LIMITATIONS OF WARRANTY. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED IN PARAGRAPH TWENTY-FOUR ABOVE, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT THIS LIMITATION OF WARRANTIES IS COMMERCIALY REASONABLE UNDER THE CIRCUMSTANCES OF THIS CONTRACT, AND THAT THESE LIMITATIONS ARE AN ESSENTIAL TERM OF THIS CONTRACT.**

Council Agenda Item

From Barry Mott <bmott@enterpriseal.gov>

Date Tue 10/29/2024 11:58 PM

To Beverly Sweeney <bsweeney@enterpriseal.gov>

Cc Kim Hughes <khughes@enterpriseal.gov>; LeeAnn Swartz <lswartz@enterpriseal.gov>; Jonathan Tullos <jtullos@enterpriseal.gov>; Glenn Morgan <gmorgan@poly-inc.com>

 2 attachments (153 KB)

Water Loop_Corporate Hangar - Cost Estimate.pdf; Water Loop_Corporate Hangar - Drawing.pdf;

I am seeking Council approval to reimburse the Water Department for a water extension of approximately 700 linear feet of PVC and Ductile Iron pipe with appurtenances to connect the new aircraft hangar facility into the existing water main. This agreement is not to exceed \$75,000 and is subject to the Water Department approving this change order to their agreement with the existing contractor.

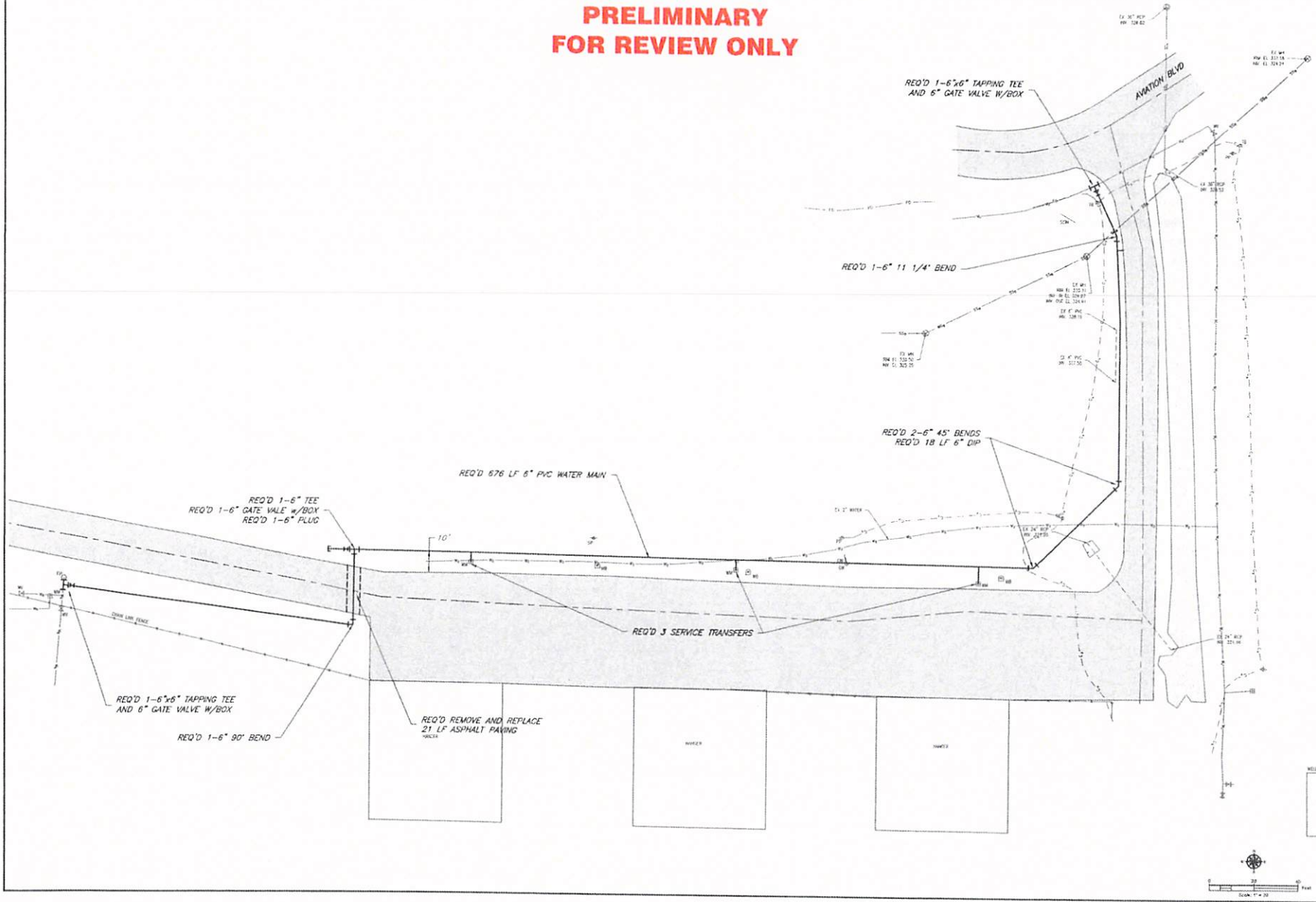
Attachment
PRELIMINARY ESTIMATE
Proposed Change Order No. 3
FY22 Water Main Replacement Ph III

ITEM NO.	DESCRIPTION	QTY	UNIT	COST PER UNIT	TOTAL
AIRPORT WATER MAIN					
1.	Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00
2.	6" PVC (C900, DR18) Water Main, Complete In Place For	676	LF	\$ 53.50	\$ 36,166.00
3.	6" Ductile Iron Water Main (Class 50), Complete In Place For	18	LF	\$ 70.00	\$ 1,260.00
4.	6" Gate Valve w/Valve Box, Complete In Place For	1	EA	\$ 1,885.00	\$ 1,885.00
5.	6"x6" Tapping Tee & 6" Gate Valve w/Valve Box, Complete In Place For	2	EA	\$ 5,588.00	\$ 11,176.00
6.	Ductile Iron Fittings, Complete In Place For	470	LBS	\$ 14.96	\$ 7,031.20
7.	3/4" Service Transfer, Complete In Place For	3	EA	\$ 816.00	\$ 2,448.00
8.	3/4" Type "K" Copper Service Tubing, Complete In Place For	20	LF	\$ 24.98	\$ 499.60
9.	Remove & Replace Typical Asphalt Pavement for Water Main, Complete In Place For	21	LF	\$ 16.00	\$ 336.00
10.	Grassing to Include Seed, Topsoil, Fertilizer, Water, Etc., Complete In Place For	0.50	AC	\$ 4,800.00	\$ 2,400.00
11.	Compaction Test on Trench Backfill and Base, Complete In Place For	2	EA	\$ 316.00	\$ 632.00
					TOTAL \$ 73,833.80

PRELIMINARY,
NOT FOR
CONSTRUCTION

[illegible]

JAZZ WATER MAIN REPLACEMENT AND IMPROVEMENTS PROJECT NO. 11-455	
PREPARED BY J. L. HARRIS FOR THE WATER WORKS BOARD OF THE CITY OF ENTERPRISE, ALABAMA	AIRPORT WATER MAIN
SHEET NO. CO-2 PROJECT NO. 11-455	



Council Agenda Item

From Barry Mott <bmott@enterpriseal.gov>

Date Wed 10/30/2024 12:22 AM

To Beverly Sweeney <bsweeney@enterpriseal.gov>

Cc LeeAnn Swartz <lswartz@enterpriseal.gov>; Kim Hughes <khughes@enterpriseal.gov>; Jonathan Tullos <jtullos@enterpriseal.gov>; Barry Mott <bmott@enterpriseal.gov>

Beverly,

I am seeking Council approval to purchase a 2024 International MV truck with Cummins engine, Allison transmission and Peterson model TL3 Base loader from Environmental Projects Group, Inc., for \$218,990.35 through the City's Sourcewell contract. This is a budgeted item for Sanitation.

Thank you.

Barry

Request permission to purchase 2 sets of Battery Powered Extrication equipment from KLK Fire Solutions.

This is an FY 25 budgeted Item.

2 Spreader at \$11,457.00 = 22,914.00

2 Ram at \$7,253.25 = 14,506.50

2 Cutter at \$11,618.00 = 23,236.00

shipping \$700.00

Total of \$61,356.00

Christopher Davis Fire Chief

Enterprise Fire Department

(334)406-0245

enterprisefd.com

E-911 BOARD MEETING MINUTES OF OCTOBER 1, 2024

The City of Enterprise Emergency Communications Board convened at 6:10 p.m., Tuesday, October 1, 2024, at Enterprise Civic Center, following the business conclusion during the City Council Meeting.

PRESENT: Board Member Turner Townsend, Presiding
Board Member Sonya W. Rich
Board Member Eugene Goolsby
Board Member Greg Padgett
Board Member Scotty Johnson

ALSO PRESENT: Mayor William E. Cooper
City Administrator Jonathan Tullos
City Clerk Beverly Sweeney was present and kept the minutes.
City Attorney Ashley Marshall
E-911 Coordinator Tangi Hill
Police Chief Michael Moore
CFO/Treasurer LeeAnn Swartz

ROLL CALL – Presiding Board Member Townsend noted that all Board Members were present.

REVIEW OF MINUTES – September 3, 2024

Following review, Presiding Board Member Townsend called for a motion to approve the September 3, 2024 Board Meeting minutes as written. Board Member Johnson moved to approve the September 3, 2024 Board Meeting minutes as written. Board Member Padgett seconded the motion. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. Presiding Board Member Townsend declared the motion carried.

OLD BUSINESS

None

NEW BUSINESS

REVIEW & CONSIDER RESOLUTION 10-01-24 (FY 2025 Budget)

Presiding Board Member Townsend introduced and called for consideration of Resolution 10-01-24, providing for the adoption of the Fiscal Year 2025 budget in the amount of \$482,675.00.

Board Member Goolsby moved to adopt Resolution 10-01-24. Board Member Padgett seconded the motion. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. Presiding Board Member Townsend declared the motion carried and Resolution 10-01-24 duly passed and adopted.

ACCOUNTS PAYABLE – September 2024

Presiding Board Member Townsend called for a motion to approve Accounts Payable (A) for September 2024 in the amount of \$8,370.14. Board Member Padgett moved to approve Accounts Payable (A) for September 2024. Board Member Johnson seconded the motion. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. Presiding Board Member Townsend declared the motion carried.

ADJOURNMENT

There being no further business before the Board, Presiding Board Member Townsend declared the meeting adjourned at 6:15 p.m.

Board Member Turner Townsend
Presiding

Beverly Sweeney
City Clerk

ACCOUNTS PAYABLE SEPTEMBER 2024 - A1**WATER WORKS BOARD**

TOTAL	\$41,266.58
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CITY OF ENTERPRISE

ADMINISTRATIVE DEPT CAPITAL	\$0.00
ADMINISTRATIVE DEPARTMENT	\$57,536.53
AIRPORT CAPITAL PROJECTS	\$0.00
CIVIC CENTER	\$1,248.82
CIVIL DEFENSE	\$0.00
CULTURE & RECREATION	\$0.00
DISPOSAL PLANT	\$4,106.86
TOURISM	\$13,825.46
E-911	\$1,798.48
ENGINEERING DEPARTMENT	\$15,364.01
ENG DEPT CAPITAL PROJ	\$0.00
ENTERPRISE LIBRARY	\$2,307.00
ENTERPRISE MUNICIPAL AIRPORT	\$9,633.05
ENTERPRISE MUNICIPAL AIRPORT FUEL	\$0.00
FARMER'S MARKET	\$139.95
FIRE DEPARTMENT	\$22,496.24
FIRE CAPITAL PROJECT	\$0.00
FLEET MAINTENANCE	\$1,780.11
GASOLINE	\$0.00
HEALTH & WELFARE	\$0.00
INCUBATOR	\$95.95
MUNICIPAL COURT	\$19,586.51
PARKS & RECREATION	\$22,006.40
PARKS & RECREATION CAPITAL PROJ	\$23,442.52
POLICE DEPARTMENT	\$90,292.14
SANITATION DEPARTMENT	\$20,596.97
SENIOR CITIZENS	\$412.44
SEWER DEPARTMENT	\$2,460.97
STREET DEPARTMENT	\$4,046.54
STREET CAPITAL PROJECTS	\$0.00
TOTAL	\$313,176.95

ACTION OF THE MAYOR**APPROVAL** _____**EXCEPTIONS** _____**DATE** _____

10/08/2024 15:00
dslater

CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 0930Gf1 TO 0930Gf1 DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT

ADMINISTRATIVE	
ALABAMA POWER COMPANY	77.47
C SPIRE	2,181.81
CONSOLIDATED WATER GROUP LLC	68.75
FEDEX	44.38
QUADIENT FINANCE USA	215.18
VERIZON WIRELESS	1,002.36

	3,589.95
AIRPORT	
CINTAS CORPORATION	13.50

	13.50
CIVIC CENTER	
VERIZON WIRELESS	134.29

	134.29
E-911	
VERIZON WIRELESS	42.25

	42.25
ENGINEERING	
QUADIENT FINANCE USA	150.85
VERIZON WIRELESS	465.03

	615.88
FARMER'S MARKET	
C SPIRE	139.95

	139.95
FIRE	
C SPIRE	359.85
CHARTER COMMUNICATIONS	189.76
QUADIENT FINANCE USA	11.14
VERIZON WIRELESS	789.71

	1,350.46
FLEET MAINTENANCE	
CINTAS CORPORATION	94.26

	94.26
INCUBATOR	
C SPIRE	95.95

10/08/2024 15:01 | CITY OF ENTERPRISE
dslater | WARRANT PUBLICATION LIST

WARRANT RANGE: 0930E1 TO 0930E1 DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT

E-911	
BRIGHTSPEED	117.90
CONSOLIDATED WATER GROUP LLC	53.25

	171.15

TOTAL	171.15
** END OF REPORT - Generated by Demetris Slater **	

10/18/2024 11:39
dslater

CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 0930Gf2 TO 0930Gf2 DATES: 10/01/24 TO 09/30/25

ORG	AMOUNT
VENDOR NAME	
-----	-----
ADMINISTRATIVE	
C SPIRE	516.00
UNITED PARCEL SERVICE	10.96

	526.96
AIRPORT	
UNITED PARCEL SERVICE	10.96

	10.96
CIVIC CENTER	
C SPIRE	1,103.57
UNITED PARCEL SERVICE	10.96

	1,114.53
DISPOSAL DEPT	
UNITED PARCEL SERVICE	10.97

	10.97
E-911	
UNITED PARCEL SERVICE	10.96

	10.96
ENGINEERING	
UNITED PARCEL SERVICE	10.97

	10.97
FIRE	
UNITED PARCEL SERVICE	10.97

	10.97
FLEET MAINTENANCE	
UNITED PARCEL SERVICE	10.97

	10.97
PARKS/RECREATION	
C SPIRE	177.80
UNITED PARCEL SERVICE	10.97

	188.77
POLICE	
C SPIRE	215.99
UNITED PARCEL SERVICE	37.08

10/22/2024 16:18
blewis

CITY OF ENTERPRISE
WARRANT PUBLICATION LIST

WARRANT RANGE: 093024E2 TO 093024E2 DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT

E-911	
CITY OF ENTERPRISE	74.12
MOORE PROPERTIES, LLC	1,500.00

	1,574.12

TOTAL	1,574.12
** END OF REPORT - Generated by Bobbi Jo Lewis **	

ACCOUNTS PAYABLE OCTOBER 2024 - A**WATER WORKS BOARD****TOTAL****\$162,813.68****CITY OF ENTERPRISE**

ADMINISTRATIVE DEPT CAPITAL	\$12,000.00
ADMINISTRATIVE DEPARTMENT	\$130,377.37
AIRPORT CAPITAL PROJECTS	\$0.00
CIVIC CENTER	\$9,589.27
CIVIL DEFENSE	\$160.54
CULTURE & RECREATION	\$0.00
DISPOSAL PLANT	\$56,578.73
TOURISM	\$10,158.75
E-911	\$26,568.23
ENGINEERING DEPARTMENT	\$43,269.35
ENG DEPT CAPITAL PROJ	\$0.00
ENTERPRISE LIBRARY	\$1,090.17
ENTERPRISE MUNICIPAL AIRPORT	\$5,644.99
ENTERPRISE MUNICIPAL AIRPORT FUEL	\$29,635.66
FARMER'S MARKET	\$2,172.99
FIRE DEPARTMENT	\$12,340.73
FIRE CAPITAL PROJECT	\$0.00
FLEET MAINTENANCE	\$15,269.84
GASOLINE	\$36,909.60
HEALTH & WELFARE	\$0.00
INCUBATOR	\$2,721.63
MUNICIPAL COURT	\$459.41
PARKS & RECREATION	\$62,270.77
PARKS & RECREATION CAPITAL PROJ	\$15,134.21
POLICE DEPARTMENT	\$87,535.24
SANITATION DEPARTMENT	\$12,904.89
SENIOR CITIZENS	\$419.04
SEWER DEPARTMENT	\$36,766.24
STREET DEPARTMENT	\$19,101.16
STREET CAPITAL PROJECTS	\$0.00
TOTAL	\$629,078.81

ACTION OF THE MAYOR**APPROVAL** _____**EXCEPTIONS** _____**DATE** _____

10/31/2024 16:04 | CITY OF ENTERPRISE
blewis | WARRANT PUBLICATION LIST

WARRANT RANGE: 110624E TO 110624E DATES: 10/01/24 TO 09/30/25

ORG

VENDOR NAME	AMOUNT

E-911	
AMAZON CAPITAL SERVICES INC	499.99
CDW GOVERNMENT, INC.	6,964.74
CGI SYSTEMS	700.00
COMPUTER INFORMATION SYSTEMS I	18,251.50
NATIONAL EMERGENCY NUMBER ASSO	152.00

	26,568.23

TOTAL	26,568.23
** END OF REPORT - Generated by Bobbi Jo Lewis **	