

**AGENDA**  
**FEBRUARY 21, 2023**  
**CITY COUNCIL MEETING**

The Enterprise City Council will convene in Regular Session at 6:00 p.m., Tuesday, February 21, 2023 in the Council Chambers at City Hall.

- ROLL CALL.....President
- OPENING PRAYER & PLEDGE OF ALLEGIANCE.....President
- APPROVAL OF AGENDA.....President
- Call for a motion to approve the agenda of the meeting as submitted.
- CONSIDERATION OF CONSENT AGENDA.....President

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

- City Council Work Session Minutes of February 7, 2023
- City Council Meeting Minutes of February 7, 2023
- Contract Billings in the amount of **\$996,926.02** as follows:  
**Wiregrass Construction Company, Inc. -**  
Estimate No. 4 - \$872,580.06 – Construction – FY22 Resurfacing/Phase III (A)  
Estimate No. 1 - \$73,517.63 – Construction – FY23 Resurfacing/Phase III (B)  
**Poly, Inc. -**  
Invoice No. 19616 - \$39,395.01 – Engineering/Design – FY22 Resurfacing/Phase III (A)  
Invoice No. 19617 - \$5,183.32 – Engineering/Design – FY23 Resurfacing/Phase III (B)  
**Fine, Geddie & Associates, LLC -**  
Invoice No. 1930 - \$6,250.00 – Contract Services – February 2023
- Travel Requests as follows:  

<b><u>Main Street</u></b> Mariah Montgomery Main Street Quarterly Training Birmingham, Alabama March 6-7, 2023 Estimated Cost: \$805.80	<b><u>Police Department</u></b> Lieutenant Chris Hurley Sergeant Gerard Dube SORNA Sex Offender Law Training Hoover, Alabama February 22-23, 2023 Estimated Cost: \$350.82
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- Request to Dispose/Sell Inventory as follows:  
**Police Department**  
(40) Core Concepts for Law Enforcement Management paperback books

- REQUEST TO ADDRESS COUNCIL/PERMIT REQUEST.....President  
(Tony Bradley/Church With U Egg Drop)

Recognize Tony Bradley, representing Church With U, who has requested to address the Council to obtain a permit to hold the 2023 Egg Drop on Saturday, April 8, 2023 from 7:00 a.m. until 12:30 p.m. at Bates Memorial Stadium.

***\*\*Refer to Parks & Recreation Director Billy Powell prior to consideration of the request.***

- REQUEST TO ADDRESS COUNCIL/PERMIT REQUEST.....President  
(Erin Grantham/St. Patrick’s Day Parade & Half Pint 0.5K)

Recognize Enterprise Chamber of Commerce Director Erin Grantham, who has requested to address the Council to obtain a permit to hold the World’s Smallest St. Patrick’s Day Parade and Half Pint 0.5K on Saturday, March 18, 2023, with a rain date of Saturday, March 25, 2023.

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

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

**OLD BUSINESS**

NONE.....President

**NEW BUSINESS**

REVIEW & CONSIDER RESOLUTION 02-21-23.....President  
(Sales & Use Tax Administration/Collection)

Introduce and call for consideration of Resolution 02-21-23, authorizing the Alabama Department of Revenue to administer and collect all sales and use taxes levied by the City of Enterprise, beginning May 1, 2023.

AUTHORIZE MAYOR TO EXECUTE AGREEMENT.....President  
(ESCC/Pickleball Courts)

Call for a motion to authorize the Mayor to execute an agreement with Enterprise State Community College related to the construction of pickleball courts on ESCC’s property located on George Wallace Drive.

AUTHORIZE MAYOR TO EXECUTE LEASE AGREEMENT.....President  
(KPS, LLC/116 S. Main Street)

Call for a motion to authorize the Mayor to execute an agreement with KPS, LLC, for the lease of office space located at 116 South Main Street, subject to review by the City Administrator and City Attorney.

AUTHORIZE MAYOR TO SUBMIT PROPOSAL.....President  
(Intergovernmental Service Agreement/Fort Rucker)

Call for a motion to authorize the Mayor to submit a proposal for an Intergovernmental Service Agreement with Fort Rucker. Further request is made to authorize the Mayor, City Administrator, and City Attorney to negotiate the terms of the agreement.

AUTHORIZE CITY ADMINISTRATOR TO APPLY FOR GRANT.....President  
(National Fitness Campaign)

Call for a motion to authorize the City Administrator to apply for a National Fitness Campaign Grant to construct an outdoor functional fitness space located at the new Recreation and Aquatics Center.

REVIEW & CONSIDER MEMORANDUM OF UNDERSTANDING.....President  
(Main Street Alabama/Pop-Up Shop)

Introduce and call for consideration of the approval of a Memorandum of Understanding (MOU) between Enterprise Main Street and Main Street Alabama per the terms of the three-year agreement. Main Street Alabama will provide a shipping container (Pop-Up Shop) outfitted as a vanilla box for a retail or service business to incubate in within the designated downtown Main Street district. Further authorization is requested to place the Pop-Up Incubator at 123 South Main Street.

REVIEW & CONSIDER BID RECOMMENDATION.....President  
(Municipal Court/On-Site Scanning & Indexing)

Introduce and call for consideration of a recommendation from Barry Mott, Bid Purchasing Agent, on behalf of Enterprise Municipal Court, to award Bid Requisition No. 2023-02 for on-site scanning and indexing of approximately 220,000 +/- Municipal Court documents to Business Systems & Consultants in the amount of \$0.165 per document. Other bids received are as follows:

- Avenu Insights & Analytics, LLC     \$0.26/per document

CONSIDER BOARD APPOINTMENTS – Main Street Board.....President

Call for nominations to the Enterprise Main Street Board to fill the seats of the following board members due to end of term or resignation:

- Sheila Harris
- Lee Yohn
- Tracey Simmons
- Wendy Grimes

APPOINT ALM VOTING DELEGATE.....President

Call for a motion to appoint the City’s voting delegate for the Alabama League of Municipalities Annual Convention in Birmingham, May 10-13, 2023.

REQUEST TO CLOSE CITY OFFICES.....President

Introduce and call for consideration of a request from Human Resources Director Christina Meissner to close City offices on Friday, March 17, 2023, from 12:30 p.m. to 4:30 p.m. for a staff development and enrichment event at the Enterprise Civic Center. The closure request is so that all employees may attend.

MAYORS REPORT.....President

COUNCIL MEMBERS COMMENTS.....President

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

ADDENDUM:

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**TO: MAYOR AND CITY COUNCIL**  
**FROM: BEVERLY SWEENEY, CITY CLERK**  
**RE: CONSENT AGENDA FOR FEBRUARY 21, 2023 COUNCIL MEETING**  
**DATE: FEBRUARY 17, 2023**

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

- A. The minutes of the February 7, 2023 Work Session.
- B. The minutes of the February 7, 2023 Regular Session.
- C. Contract Billings in the amount of **\$996,926.02** as follows:
  - Wiregrass Construction Company, Inc. -**  
Estimate No. 4 - \$872,580.06 – Construction – FY22 Resurfacing/Phase III (A)  
Estimate No. 1 - \$73,517.63 – Construction – FY23 Resurfacing/Phase III (B)
  - Poly, Inc. -**  
Invoice No. 19616 - \$39,395.01 – Engineering/Design – FY22 Resurfacing/Phase III (A)  
Invoice No. 19617 - \$5,183.32 – Engineering/Design – FY23 Resurfacing/Phase III (B)
  - Fine, Geddies & Associates, LLC -**  
Invoice No. 1930 - \$6,250.00 – Contract Services – February 2023
- D. Travel Requests as follows:
  - Main Street**  
Mariah Montgomery  
Main Street Quarterly Training  
Birmingham, Alabama  
March 6-7, 2023  
Estimated Cost: \$805.80
  - Police Department**  
Lieutenant Chris Hurley  
Sergeant Gerard Dube  
SORNA Sex Offender Law Training  
Hoover, Alabama  
February 22-23, 2023  
Estimated Cost: \$350.82
- E. Request to Dispose/Sell Inventory as follows:
  - Police Department**  
(40) Core Concepts for Law Enforcement Management Paperback Books

## **CITY COUNCIL WORK SESSION MINUTES OF FEBRUARY 7, 2023**

The Enterprise City Council convened in Work Session at 5:00 p.m., Tuesday, February 7, 2023 in the Council Chambers at City Hall. Notice of the meeting was posted as Per Act 2005-40 (Code of Alabama).

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

**ALSO PRESENT:** Mayor William E. Cooper  
City Administrator Jonathan Tullos  
City Clerk Beverly Sweeney was present and kept the minutes.  
City Attorney Rainer Cotter  
Consulting Engineer Glenn Morgan  
City Department Heads  
Brenden McTear, ALDOT

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

The following items were discussed:

- Review of Agenda
- Strategic Planning Update
- Intergovernmental Service Agreement
- ESCC/Pickleball Agreement
- Main Street Agreement – Pop Up Incubator
- National Fitness Campaign Application

### **EXECUTIVE SESSION**

Council President Townsend informed those in attendance that an Executive Session was needed to discuss issues requiring legal advice and counsel related to security and real estate. City Attorney Rainer Cotter advised the Council it would be appropriate to go into Executive Session to discuss such matters. A motion was made by Council Member Goolsby, seconded by Council Member Johnson, for the Council to go into Executive Session. All Council Members – Aye. Before moving into Executive Session, Council President Townsend notified attendees that the Council expected to be in Executive Session for approximately 20 minutes.

### **CALL FOR EXECUTIVE SESSION**

At 5:40 p.m., Attorney Rainer Cotter appeared before the Council and stated that items pending before the Council involved issues requiring legal advice and counsel related to security and real estate.

### **MINUTES EXCERPTS AND MOTION FOR EXECUTIVE SESSION PURSUANT TO THE ALABAMA OPEN MEETINGS LAW A05-0145**

WHEREAS, the City Council of the City of Enterprise, Alabama, with a quorum being present, was conducting a meeting on the 7<sup>th</sup> day of February, 2023, the time, date, place and agenda of which was duly announced and notices of which were posted in accordance with the Alabama Open Meetings Law Act 2005-40 (Act); and,

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

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

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

Which motion was seconded by Council Member Johnson; and,

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

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

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

Discussion of issues requiring legal advice and counsel related to security and real estate.

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

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

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

And the President declared that a majority of the votes being in favor of the motion, that such motion had therefore passed and the Council would forthwith recess into Executive Session at 5:40 p.m. for the purpose as stated in said motion and no other purpose, in accordance with the Act and reconvene in approximately 20 minutes.

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

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

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

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

**RECONVENE IN WORK SESSION**

The Work Session was recessed into Executive Session at 5:40 p.m. and reconvened into Work Session at 6:00 p.m. after duly made motion and second with all Ayes.

**ADJOURNMENT**

There being no further business before the Council, the President declared the Work Session adjourned at 6:00 p.m.

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

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

## CITY COUNCIL MEETING MINUTES OF FEBRUARY 7, 2023

The Enterprise City Council convened in Regular Session at 6:00 p.m., Tuesday, February 7, 2023 in the Council Chambers at City Hall.

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

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

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

### APPROVAL OF AGENDA

The President called for a motion to approve the agenda of the meeting as submitted. A motion was made by Council Member Johnson, seconded by Council Member Rich, to approve the agenda of the meeting as submitted. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

### CONSIDERATION OF CONSENT AGENDA

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

- City Council Work Session Minutes of January 17, 2023
- City Council Meeting Minutes of January 17, 2023
- Accounts Payable (A) for January 2023 in the amount of **\$1,067,241.18** as follows:  
City of Enterprise - \$849,483.03      Water Works Board - \$217,758.15
- Accounts Payable (B) for January 2023 in the amount of **\$260.91** as follows:  
City of Enterprise - \$143.94      Water Works Board - \$116.97
- Contract Billings in the amount of **\$364,706.21** as follows:  
**Blankenship Contracting, Inc. -**  
Estimate No. 7 - \$97,615.89 – Construction – Hwy 167N Sewer Utilities Relocation  
**Poly, Inc. -**  
Invoice No. 19591 - \$6,917.72 – Engineering Services – Hwy 167N Sewer Utilities Relocation  
Invoice No. 19602 - \$2,093.47 – Engineering/Technical Services – ADVA Home  
Invoice No. 19603 - \$152,000.00 – Design/Bid Services – Multipurpose Sports Complex/Phase I  
Invoice No. 19604 - \$99,829.13 – Engineering/Design – FY22 Resurfacing/Phase III (B)  
**Fine, Geddie & Associates, LLC -**  
Invoice No. 1866 - \$6,250.00 – Contract Services – January 2023
- Travel Requests as follows:

<u>Administrative</u>	<u>Police Department</u>
Christina Meissner	Chief Michael Moore
IPMA Southern Region Conference	AACOP Winter Conference
Flowood, Mississippi	Montgomery, Alabama
April 16-19, 2023	February 12-16, 2023
Estimated Cost: \$1,675.00	Estimated Cost: \$659.80
 <u>Engineering</u>	
Thomas Hardy	Corporal Jason Childers
Justin Tolbert	Officer Evan Sweeney
2023 COAA Education Conference	Advanced Traffic Crash Investigation Course
Orange Beach, Alabama	Jacksonville, Florida
May 1-5, 2023	March 26-April 7, 2023
Estimated Cost: \$2,900.00	Estimated Cost: \$5,037.00
- Request to Dispose/Sell Equipment & Supplies as follows:  
Parks & Recreation – Sell on GovDeals  
(31) overhead light fixtures (removed from Moose Hope Gym)

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



**PRESENTATION OF EXTRA MILE AWARDS**

The President recognized Mayor Cooper, who presented Extra Mile Awards to Cynthia Adams and Tangi Hill.

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

The President recognized George Lane, 100 Beverly Drive, and David Moreland, 111 Kimberly Drive, who addressed the Council to register a complaint against Troy Cable (C-Spire) for yard damage caused during the installation of underground fiber optic cable within their neighborhood.

The President recognized Alfredo Portela, 107 Pinecrest Loop, who addressed the Council regarding the timing of stoplights at various intersections throughout the City.

**STAFF REPORTS**

Police Chief Michael Moore recognized K-9 Caddie, who is being retired after eight years of dedicated service to the department.

City Engineer/Public Works Director Barry Mott informed Council Members of a two-week delay in the bid opening for the renovation of City Hall. The bid opening, originally scheduled for February 9, has been moved to February 23.

City Administrator Jonathan Tullos informed the Council of upcoming appointments to the Main Street Board. Nominations will be considered at the February 21, 2023 Council Meeting.

**OLD BUSINESS****PUBLIC HEARING & CONSIDERATION/RESOLUTION 02-07-23 (Notice to Vacate Portion of East Brunson Street)**

Council President Townsend called for a public hearing as advertised, posted, and served prior to consideration of Resolution 02-07-23 related to the partial vacation of East Brunson Street. The President opened the public hearing for public comment from anyone wishing to speak on the matter, and there were none. The President closed the public hearing and inquired of the City Clerk, Mayor, City Council and City Staff present as to if the City had received any written objection to the proposed partial vacation request. Hearing none, the President called for consideration of Resolution 02-07-23, providing to vacate the portion of East Brunson Street described as follows:

That portion of the street and right of way (approximately 50 feet in width) known as East Brunson Street from the intersection of East Brunson Street and Hollis Street to the eastern boundary line of the real property owned currently by Walter H. Hermsmeier and Sarah R. Hermsmeier located at 307 East Brunson Street, Enterprise, Alabama 36330.

A motion was made by Council Member Goolsby, seconded by Council Member Rich, to adopt Resolution 02-07-23. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried and Resolution 02-07-23 duly passed and adopted.

**PUBLIC HEARING & CONSIDERATION/RESOLUTION 02-07-23-A (Notice to Vacate Portion of Hollis Street)**

Council President Townsend called for a public hearing as advertised, posted, and served prior to consideration of Resolution 02-07-23-A related to the partial vacation of Hollis Street. The President opened the public hearing for public comment from anyone wishing to speak on the matter, and there were none. The President closed the public hearing and inquired of the City Clerk, Mayor, City Council and City Staff present as to if the City had received any written objection to the proposed partial vacation request. Hearing none, the President called for consideration of Resolution 02-07-23-A, providing to vacate the portion of Hollis Street described as follows:

That portion of the street and right of way (approximately 40'-50' in width) from the westerly boundary line of the real property currently owned by Enterprise Rescue, Inc. at 519 East Lee Street, Enterprise, Alabama 36330, to the City of Enterprise's real property behind the Moose Hope Gymnasium.

A motion was made by Council Member Johnson, seconded by Council Member Padgett, to adopt Resolution 02-07-23-A. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried and Resolution 02-07-23-A duly passed and adopted.

**PUBLIC HEARING & CONSIDERATION/RESOLUTION 02-07-23-B (Notice to Vacate Portion of Swenson Street)**

Council President Townsend called for a public hearing as advertised, posted, and served prior to consideration of Resolution 02-07-23-B related to the partial vacation of Swenson Street. The President opened the public hearing for public comment from anyone wishing to speak on the matter, and there were none. The President closed the public hearing and inquired of the City Clerk, Mayor, City Council and City Staff present as to if the City had received any written objection to the proposed partial vacation request. Hearing none, the President called for consideration of Resolution 02-07-23-B, providing to vacate the portion of Swenson Street described as follows:

That portion of the street and right of way (approximately 50'-60' in width) from the intersection of East Lee Street and Swenson Street to the property currently owned by John L. Thomas at 210 Swenson Street, Enterprise, Alabama 36330.

A motion was made by Council Member Rich, seconded by Council Member Goolsby, to adopt Resolution 02-07-23-B. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried and Resolution 02-07-23-B duly passed and adopted.

**REVIEW & CONSIDER BID RECOMMENDATION (2021 CDBG Demolition Project/Phase IV)**

The President introduced and called for consideration of a recommendation from David Ewing, Project Consultant, to award the bid for the 2021 CDBG Demolition Project, Phase IV, to Hopper-Moore, Inc. d/b/a BMI, in the amount of \$29,980.00. Upon review of the bids submitted, it was determined that the low bid of \$28,893.00 from Lewis, Inc. failed to meet the requirements for bid submission and was therefore rejected. Other bids received are as follows:

- McClain Contracting     \$48,000.00

A motion was made by Council Member Padgett, seconded by Council Member Johnson, to award the bid for the 2021 CDBG Demolition Project, Phase IV, to Hopper-Moore, Inc. d/b/a BMI, in the amount of \$29,980.00. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

**REVIEW & CONSIDER BID RECOMMENDATION (Fire Department/Bay Doors)**

The President introduced and called for consideration of a recommendation from Fire Chief Christopher Davis to award Bid Requisition No. 2023-01 for the complete removal and installation of nine (9) roll-up steel doors at Central Fire Station to Southern Door Company in the amount of \$18,000.00. Other bids received are as follows:

- All Access Overhead Door LLC     \$21,780.00
- BCS, LLC     \$39,798.00

A motion was made by Council Member Goolsby, seconded by Council Member Rich, to award Bid Requisition No. 2023-01 for the complete removal and installation of nine (9) roll-up steel doors at Central Fire Station to Southern Door Company in the amount of \$18,000.00. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

**NEW BUSINESS****REVIEW & CONSIDER RESOLUTION 02-07-23-C (Set Public Hearing/Adoption of Building Codes)**

The President introduced and called for consideration of Resolution 02-07-23-C, providing to set a public hearing for March 7, 2023, to determine whether or not the City Council shall pass an ordinance adopting the provisions of the International Code Council, 2021 Edition.

A motion was made by Council Member Johnson, seconded by Council Member Padgett, to adopt Resolution 02-07-23-C. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried and Resolution 02-07-23-C duly passed and adopted.

**REVIEW & CONSIDER RESOLUTION 02-07-23-D (Sewer Utilities Relocation/Hwy 167N)**

The President introduced and called for consideration of Resolution 02-07-23-D, providing to approve Supplemental Agreement No. 3 for utility relocation costs with the State of Alabama, acting by and through the Alabama Department of Transportation, for the relocation of sewer utilities on Hwy 167N in conflict with the state's construction of Project No. STPAA-A115(900). Resolution 02-07-23-D further authorizes the Mayor to execute the agreement contingent upon ALDOT approval.

CONSIDER RESOLUTION 02-07-23-D (Continued):

A motion was made by Council Member Rich, seconded by Council Member Goolsby, to adopt Resolution 02-07-23-D. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried and Resolution 02-07-23-D duly passed and adopted.

AUTHORIZE MAYOR TO EXECUTE AGREEMENT (ALDOT/Southern Bypass Lighting)

The President called for a motion to authorize the Mayor to execute an agreement with the Alabama Department of Transportation related to the installation, operation, and maintenance of roadway lighting along the Southern Bypass.

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

CONSIDERATION OF MOTION TO APPROVE REAL ESTATE PURCHASE (RAM 1717, LLC)

The President called for a motion to approve the purchase of real estate owned by RAM 1717, LLC, located at the corner of Boll Weevil Circle and County Road 606, Enterprise, Alabama 36330, and further authorize the Mayor to execute the necessary closing documents. A portion of this parcel is the subject of a pending condemnation proceeding. However, the City and property owner were able to agree on the purchase of the entire parcel acreage of approximately 30 acres for \$675,510.00.

A motion was made by Council Member Goolsby, seconded by Council Member Rich, to approve the purchase of real estate owned by RAM 1717, LLC located at the corner of Boll Weevil Circle and County Road 606, Enterprise, Alabama, 36330, and further authorize the Mayor to execute the necessary closing documents. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

REQUEST PERMISSION TO PURCHASE OUTDOOR LIGHTING SYSTEM (Recreation & Aquatic Center)

The President introduced and called for consideration of a request from City Engineer/Public Works Director Barry Mott to purchase the outdoor lighting system for the new Recreation & Aquatic Center from Musco Sports Lighting, LLC through Sourcewell at a cost of \$211,000.00.

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

REQUEST PERMISSION TO PURCHASE OUTDOOR LIGHTING SYSTEM (Enterprise Multipurpose Recreational Complex, Phase 1)

The President introduced and called for consideration of a request from Consulting Engineer Glenn Morgan to purchase outdoor lighting system materials for the Enterprise Multipurpose Recreational Complex, Phase 1, from Musco Sports Lighting, LLC through Sourcewell at a cost of \$450,000.00.

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

REQUEST TO RETIRE POLICE K-9

The President introduced and called for consideration of a request from Police Chief Michael Moore to retire Police K-9 Caddie. She will be placed in a happy healthy home to live out the remainder of her days relaxed.

A motion was made by Council Member Johnson, seconded by Council Member Goolsby, to approve the request to retire Police K-9 Caddie. The vote being: Rich – Aye; Goolsby – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

MAYORS REPORT

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

COUNCIL MEMBERS COMMENTS

Council Members congratulated award recipients and thanked meeting attendees and citizens watching online.

ADJOURNMENT

There being no further business before the Council, the President declared the Regular Session adjourned at 6:50 p.m.

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Turner Townsend  
Council President

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Beverly Sweeney  
City Clerk

**CONTRACT BILLINGS REGISTER**  
**FEBRUARY 21, 2023**

1. **Wiregrass Construction Company, Inc. -**  
Estimate No. 4 - \$872,580.06 – Construction – FY22 Resurfacing/Phase III (A)  
Estimate No. 1 - \$73,517.63 – Construction – FY23 Resurfacing/Phase III (B)
2. **Poly, Inc. -**  
Invoice No. 19616 – \$39,395.01 - Engineering/Design – FY22 Resurfacing/Phase III (A)  
Invoice No. 19617 - \$5,183.32 – Engineering/Design – FY23 Resurfacing/Phase III (B)
3. **Fine, Geddie & Associates, LLC -**  
Invoice No. 1930 - \$6,250.00 – Contract Services – February 2023

**TOTAL CONTRACT BILLINGS - \$996,926.02**

(A) Original Contract Amount .....	\$3,995,328.50
(B) Plus: Additions Scheduled in Change Orders .....	
(C) Less: Deductions Scheduled in Change Order .....	
(D) Adjusted Contract Amount to Date .....	<u>\$3,995,328.50</u>


**ANALYSIS OF WORK PERFORMED:**

(A) Cost of original contract work performed to date .....	\$2,939,354.18
(B) Change Order work performed to date .....	
(C) Total Cost of work performed to date .....	<u>\$2,939,354.18</u>
(D) Stored Materials .....	
(E) Subtotal of Items (c) and (d) .....	<u>\$2,939,354.18</u>
(F) Less: Amount retained in accordance with contract terms .....	<u>\$293,935.42</u>
(G) Net amount earned on contract work to date .....	<u>\$2,645,418.76</u>
(H) Less: Amount of previous payments .....	<u>\$1,772,838.70</u>
(I) <b>BALANCE DUE THIS PAYMENT</b> .....	<u><u>\$872,580.06</u></u>

**CONTRACTOR'S CERTIFICATION**

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

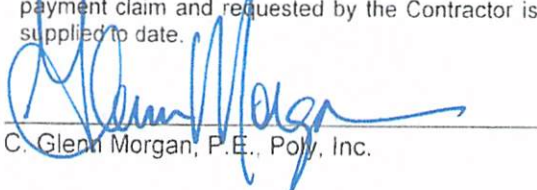
I further certify that the labor and materials listed on this request for payment have been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment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

  
 Jamey Padgett, Assistant Secretary

2/7/23  
 Date

**ENGINEER'S CERTIFICATION**

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

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

02/15/2023  
 Date



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

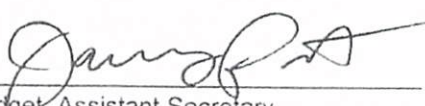
**ANALYSIS OF WORK PERFORMED:**

(A) Cost of original contract work performed to date .....	\$81,686.25
(B) Change Order work performed to date .....	_____
(C) Total Cost of work performed to date .....	\$81,686.25
(D) Stored Materials .....	_____
(E) Subtotal of Items (c) and (d) .....	\$81,686.25
(F) Less: Amount retained in accordance with contract terms .....	\$8,168.63
(G) Net amount earned on contract work to date .....	\$73,517.63
(H) Less: Amount of previous payments .....	_____
(I) <b>BALANCE DUE THIS PAYMENT</b> .....	<u>\$73,517.63</u>

**CONTRACTOR'S CERTIFICATION**

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

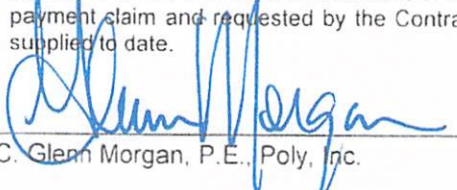
I further certify that the labor and materials listed on this request for payment have been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and payment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

  
 Jamey Padgett, Assistant Secretary

2/1/23  
 Date

**ENGINEER'S CERTIFICATION**

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

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

02/15/2023  
 Date



# INVOICE

Poly, Inc.

P.O. Box 837 - Dothan, AL 36302  
 1935 Headland Ave. - Dothan, AL 36303  
 Telephone: 334.793.4700  
 Fax: 334.793.9015  
[www.poly-inc.com](http://www.poly-inc.com)

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

INVOICE : 19616  
 DATE: 02/15/23  
 TERMS: NET 30 Days  
 JOB NO.: 11-460

Attn: Mrs. Beverly Sweeney, City Clerk

## FOR PROFESSIONAL SERVICES RENDERED AS FOLLOWS:

Re: FY22 Resurfacing Improvements - Phase III (A)

Engineering design services rendered under Task Order No. 51 for FY22 Resurfacing Improvements:

Construction Amount - \$3,995,328.50  
 Wiregrass Construction, Inc.

### Amount Due Preliminary Design Phase:

\$3,995,328.50 x .50% x 100% ..... \$19,976.64

### Amount Due Final Design Phase:

\$3,995,328.50 x 3.25% x 100% ..... \$129,848.18

### Amount Due Bidding Phase:

\$3,995,328.50 x .25% x 100% ..... \$9,988.32

### Amount Due Construction Administration:

\$3,995,328.50 x 2.0% x 74% ..... \$59,130.86

Construction Representative (09/25/2022 - 12/31/2022) ..... \$41,385.60

Construction Representative (01/01/2023 - 01/31/2023)

Resident Project Representative II:

144 hrs. (Reg.) x \$93.30/hr ..... \$13,435.20

20.50 hrs. (OT) x \$139.95/hr ..... \$2,868.98

Resident Project Representative I:

48.50 hrs. (Reg.) x \$64.21/hr ..... \$3,114.19

0 hrs. (OT) x \$96.32/hr ..... \$0.00

Total Amount \$279,747.97

Less Previous Payments \$240,352.96

Amount Due This Invoice \$39,395.01

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

THANK YOU FOR YOUR BUSINESS!





# INVOICE

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

Attn: Mrs. Beverly Sweeney, City Clerk

Poly, Inc.  
P.O. Box 837 - Dothan, AL 36302  
1935 Headland Ave. - Dothan, AL 36303  
Telephone: 334.793.4700  
Fax: 334.793.9015  
[www.poly-inc.com](http://www.poly-inc.com)

INVOICE : 19617  
DATE: 02/15/23  
TERMS: NET 30 Days  
JOB NO.: 11-460.01

## FOR PROFESSIONAL SERVICES RENDERED AS FOLLOWS:

Re: FY23 Resurfacing Improvements - Phase III (B)

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

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

### Amount Due Preliminary Design Phase:

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

### Amount Due Final Design Phase:

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

### Amount Due Bidding Phase:

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

### Amount Due Construction Administration:

\$2,495,728.40 x 2.0% x 3% ..... \$1,497.44

### Construction Representative (01/01/2023 - 01/31/2023)

Resident Project Representative II:

31 hrs. (Reg.) x \$93.30/hr..... \$2,892.30

2 hrs. (OT) x \$139.95/hr..... \$279.90

Resident Project Representative I:

8 hrs. (Reg.) x \$64.21/hr..... \$513.68

0 hrs. (OT) x \$96.32/hr..... \$0.00

Total Amount \$105,012.45

Less Previous Payments \$99,829.13

Amount Due This Invoice \$5,183.32

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

THANK YOU FOR YOUR BUSINESS!

**FINE GEDDIE**  
**& ASSOCIATES**  
LIMITED LIABILITY COMPANY

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

**Invoice**

Date	Invoice #
2/1/2023	1930

			Amount
Services Rendered February 2023			6,250.00
		<b>Total</b>	\$6,250.00

**TRAVEL REQUESTS  
CITY COUNCIL MEETING  
FEBRUARY 21, 2023**

**Main Street**

Mariah Montgomery  
Main Street Quarterly Training  
Birmingham, Alabama  
March 6-7, 2023  
Estimated Cost: \$805.80

**Police Department**

Lieutenant Chris Hurley  
Sergeant Gerard Dube  
SORNA Sex Offender Law Training  
Hoover, Alabama  
February 22-23, 2023  
Estimated Cost: \$350.82



**CITY OF ENTERPRISE  
TRAVEL REQUEST FORM**

**NAME OF EMPLOYEE:** Mariah Montgomery

**TITLE OF EMPLOYEE:** Main Street Executive Director

**DEPARTMENT:** Tourism/Main Street

**ANTICIPATED TRAVEL DATES:** 03/06/2023 - 03/07/2023

**LOCATION OF TRAVEL:** Birmingham, Alabama

**SPECIFIC BUSINESS PURPOSE:** Main Street Alabama Quarterly Training  
(i.e. seminar, attend conference, continuing education, etc.)

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

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

Per the City's MOA with Main Street Alabama, the City is required to promote and encourage attendance at local, state and national training opportunities. Main Street Alabama hosts mandatory quarterly trainings. The focus of this training is: Asset Identification and Crafting your District's Story. That the presence of public art in a community spurs pronounced economic development is an indisputable fact that has been proven through numerous impact studies all across America. This training tells the story of Lake City, a small, rural South Carolina town that experienced a remarkable transformation due to the presence of the arts.

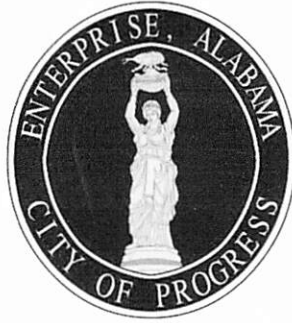
*Estimated Cost: \$805.00*

**Employee Signature:** *Mariah Montgomery*

**Date:** 02/16/2023

**Dept. Head Signature:** *Billy Powell*

**Date:** 2/16/23



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

**NAME OF EMPLOYEE:** Chris Hurley and Gerard Dube

**TITLE OF EMPLOYEE:** Lieutenant and Sergeant

**DEPARTMENT:** Police Department

**ANTICIPATED TRAVEL DATES:** Feb22, 2023 - February 23, 2023

**LOCATION OF TRAVEL:** Hoover, Al

**SPECIFIC BUSINESS PURPOSE:** Training class (CEU)  
(i.e. seminar, attend conference, continuing education, etc.)

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

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

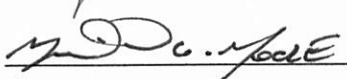
Lt. Hurley and Sgt. Dube will be attending Sex Offender Registration Notification Act sex crimes and Officer Safety Law update Training in Shelby County. The cost of the course is free. In state Per Diem will be \$160.00 for two Officers. The hotel cost is 190.82 and is located at:

Homewood Suites by Hilton Birmingham-SW Riverchase  
121 Riverchase Parkway East  
Hoover, Al 35244

Course Cost: \$ Free (Two Officers)  
Per Diem: \$ 160.00 (Two Officers In State Rate)  
Hotel Cost \$ 190.82  
Total: \$ 350.82

Employee Signature: 

Date: 1/26/2023

Dept. Head Signature: 

Date: FEB 13 2023

**Christina Meissner**

Director of Human Resources

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



# Memo

**To:** Beverly Sweeney, City Clerk

**From:** Christina Meissner, HR Director  
Police Chief, Michael Moore

**CC:** File

**Date:** February 14<sup>th</sup>, 2023

**Re:** Request to Dispose of Promotion Books

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*I respectfully request for the following items to be disposed of or to be sold on GovDeals:*

*(40) Core Concepts for Law Enforcement Management Paper Back Books  
(ISBN:978-0-558-04174-8)*

*Thank you!*

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

DATE: 2-13-23

NAME OF ORGANIZATION: Church With U PHONE: 334-417-0231

PERSON/ORGANIZATION RESPONSIBLE: Tony Bradley PHONE: 334-406-6300

MAILING ADDRESS: 1032 Ball Weevil Circle Suite A  
Enterprise, AL 36320

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 Our Church Annual Helicopter Egg Drop on April 8th at Beter Memorial.

(2) Date of Assembly: April 8th (3) Hours Begin 7:00 am End 12:30 pm

(4) Number of Persons 2,000 - 3,000 Number of Animals 0 Number of Floats 0

(5) Route of parade: If not a Parade, please describe function in detail (Attach map if needed) Our annual Church With U Helicopter Egg Drop where we drop 50,000+ candy filled plastic eggs from a helicopter for kids to pick up once helicopter is gone by age group specific

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 DEMONSTRATION PERMIT**

**DATE:** 2/13/2023

**NAME OF ORGANIZATION:** Enterprise Chamber of Commerce, Inc. **PHONE:** 334-347-0581

**PERSON/ORGANIZATION RESPONSIBLE:** Erin Grantham **PHONE:** 334-714-4557

**MAILING ADDRESS:** 553 Glover Avenue, Enterprise, Alabama 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: World's Smallest St. Patrick's Day Parade and Half Pint 0.5K

(2) Date of Assembly: 03/18/2023 (rain date 3/25/23) Hours: Begin 11:30 am End 3:00 pm

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

(5) Route of parade: (Attach map if needed) Block request from 11:30 am to 12:30 pm for E College St. from courthouse around Boll Weevil Monument and back down to courthouse for Parade.

Temporary street closure request for 0.5K race route from S Edwards/E Lee St > E Harrison St > S Main St > S Conner St following St. Patrick's Day Parade at 12:00 pm (race to begin approximately 12:30 pm).

Additional partial block request from 11:30 am to 3:00 pm of S Conner St from E Harrison St/S Conner St down to W College St/S Conner St. for 0.5K post-race celebration at CrossFit FXT.

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.**





## "RACE" MAP



**RESOLUTION 02-21-23**

**A RESOLUTION AUTHORIZING THE  
ALABAMA DEPARTMENT OF REVENUE TO ADMINISTER AND COLLECT  
SALES AND USE TAXES LEVIED BY THE CITY OF ENTERPRISE**

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

SECTION 1. Administration and Collection by Alabama Department of Revenue. Pursuant to the provisions of the Code of Alabama 1975, Section 11-51-207, the City of Enterprise hereby directs that the Department of Revenue of the State of Alabama shall administer and collect all sales, consumers use, and sellers use taxes levied and assessed under the provisions of this Resolution to the fullest extent allowed by Alabama law.

SECTION 2. Certified Copy. The City of Enterprise shall provide a certified copy of this Resolution to the Alabama Department of Revenue and shall also provide such other information and take such other steps as may be required by said Department of Revenue to enable it to administer and collect taxes levied and assessed under the provisions of this Resolution beginning on May 1, 2023.

The City of Enterprise adopted this Resolution at the regular meeting on February 21, 2023. This Resolution is effective as of May 1, 2023.

COUNCIL:

---

Council President Turner Townsend  
District #5

---

Council Member Sonya W. Rich  
District #1

---

Council Member Eugene Goolsby  
District #2

---

Council Member Greg Padgett  
District #3

---

Council Member Scotty Johnson  
District #4

ATTEST:

---

Beverly Sweeney  
City Clerk

# **City of Enterprise Lease Agreement**

This lease agreement entered into effect on XX day of XX, XXXX, by and between KPS, LLC ("Lessor"), and The City of Enterprise, ("Lessee"), provides as follows;

Whereas Lessor warrants and represents that KPS, LLC, owns that certain office building located in the City of Enterprise, Coffee County, Alabama, at 116 South Main Street, 36330; and

Whereas, Lessor is desirous of leasing to Lessee, and Lessee is desirous of leasing from Lessor, under the terms and conditions of this agreement certain office space located within the building at 116 South Main Street, Enterprise, Alabama.

Now, Therefore, it is agreed between the parties as follows:

1. The Premises. Lessor hereby agrees to lease to Lessee, and Lessee hereby leases from Lessor, the following described premises (the "Premises"):

The offices located on the third floor of same address and known between the Parties as Room 3XX.

2. Term. The term of this lease shall commence upon the date of signature indicated above and shall continue for a period of eighteen (18) months. Following such time, the lease will proceed on a month to month basis or a new lease is agreed. Termination of this lease shall be accomplished by either party through the provision of sixty (60) days written notice prior to the next commencing monthly lease term. This contract shall be binding upon the Lessor and Lessee's heirs, assigns, and transferees.
3. Rent. Lessee agrees to pay Lessor a monthly rent during the term of this lease in the amount of \$1200.00 per month, payable between the 1<sup>st</sup> and 5<sup>th</sup> day of each month during the term of this lease. All payments shall be directed to KPS, LLC, 116 South Main Street, Enterprise, AL 36330, Attn: Accounts Receivable.

A late fee of five percent will be accrued after 15 days of nonpayment. Any checks not paid by the Bank upon first presentment shall not constitute payment of any of the sums due under this lease.

4. **Notice.** Wherever in this lease it is required or permitted that notice or demand be given or served by either party hereto on the other, such notice or demand shall be deemed given or served when written and hand delivered, or deposited in the United States Mail, certified return receipt requested, postage prepaid, addressed as follows:

To Lessees: The City of Enterprise, at 116 South Main Street, Enterprise, AL 36330

To Lessor: KPS, LLC, at 116 South Main Street, Enterprise, AL 36330

5. **Use.** Lessee shall use the designated Premise areas for their respective business purposes licensed by the city. Access to conference rooms may be obtained with a 24 hour request (preferred).
6. **Compliance with Laws.** Lessee agrees to observe all laws and governmental regulations applicable to its use of the Premises, together with all reasonable rules and regulations which may be promulgated by Lessor from time to time.
7. **Hazards.** Lessee shall not use, nor permit to be used, the Premises for any purpose which shall increase the existing rate of insurance upon the building, or cause the cancellation of any insurance policy covering said building, or sell or permit to be kept, used or sold in or about said Premises any article which may be prohibited by Lessor's insurance policies.
8. **Liability.** Lessee agrees that Lessor shall not be liable for any damage or injury to persons or property arising out of the use of the Premises by Lessee, his agents and employees, invitees, or visitors except that occasioned by the negligence or act of Lessor, its agents, employees, servants, contractors or subcontractors. Lessee will indemnify and save harmless Lessor from all liability and loss on account of any such

damage or injury; but, Lessee shall not be liable for any damage or injury occasioned by any failure of Lessor to comply with his obligations hereunder or by reason of the negligence of the Lessor, his agents, servants, employees, contractors or subcontractors. Lessee shall furnish to Lessor a certificate of public liability insurance, and certificate of renewal of such insurance from time to time throughout the term of this lease, insuring Lessees against liability for personal injury in the amount of at least ONE MILLION DOLLARS (\$1,000,000) per person or TWO MILLION DOLLARS (\$2,000,000) per accident, and against liability for property damage in the amount of Three hundred thousand (\$300,000) per occurrence. Lessee shall designate Lessor as an additional insured on such policy. Lessee agrees that Lessor shall be entitled to post any notice of non-liability required by its insurance carrier or mortgagee in a space which complies with any ordinance or insurance policy approved by the State Board of Insurance, throughout the term of this lease.

9. **Lessor's Right to Inspect.** Lessee agrees to permit Lessor and its authorized representatives to enter the Premised, with no less than twenty four (24) notice to Lessee, for purpose of repairs or enhancements.
10. **Utilities, Maintenance, and Repairs.** Lessor, at its sole expense, shall maintain and repair (as needed) all structural, electrical, plumbing, HVAC filters, light bulbs, hardware, heating and cooling, etc. Janitorial service will be provided by Lessor to Lessee at no additional cost to Lessee.

Lessee's use of such services shall be consistent with any terms or conditions that may be established by Lessor from time to time. Interruption of such services shall not result in an adjustment of monthly rents due. Such services may be cancelled at any time by either Party. All other utilities or amenities are the sole responsibility of Lessee.

In the event of any interruption or malfunction for any reason of any utility or service to the Premises or Building, Lessor shall use reasonable diligence to restore such utility or service; however, such interruption or malfunction, if restored within a reasonable time, shall not entitle Lessee to be relieved from any of its obligations hereunder, or grant Lessee the right of set-off or recoupment of rent, or considered to be a breach by Lessor of any damages. Should any of the equipment or machinery break down, or for any cause beyond the reasonable control of Lessor cease to function properly, Lessor shall use reasonable diligence to repair same promptly, but Lessee shall have no claim for rebate of rent or damages on account of any interruptions in service occasioned thereby or resulting therefrom for the length of time reasonably required for the repair thereof.

11. **Destruction of Premises.** If at any time during the term of this lease, the Premises or any part of the Building or Parcel shall be damaged or destroyed by fire in such a way as not to render the same unfit for the conduct of Lessee's business, then Lessor shall promptly and through the exercise of reasonable diligence repair and restore such damage, at Lessor's expense, to the condition in which they existed immediately prior to the damage or destruction. In such case there shall be no abatement of rent. In the event any part of or in the Premises, Building or Parcel is condemned or damaged beyond repair, at the option of Lessor or Lessee, this lease shall terminate as of the date title or actual possession vests in the condemn or, whichever first occurs, and rent hereunder shall be payable only to said date, and Lessor shall return to Lessee any rent paid beyond that date. Lessor shall give Lessee written notice promptly after receiving notice of any contemplated condemnation and Lessee shall have thirty (30) days after receipt of said notice to terminate this lease, provided such contemplated condemnation will render the Premises unfit for use by Lessee in the ordinary conduct of its business or will in Lessee's opinion injure Lessee's business.

12. **Subletting.** Lessee may not sublet the Premises without consent and approval by Lessor.

13. **Default by Lessee.** Should Lessee at any time be in default and if said default continues for a period of ten (10) days after written notice from Lessor; or should Lessee be in default in the performance of any other of its obligations herein, and should such default continue for thirty (30) days after written notice thereof from Lessor specifying the particulars of such default; or should Lessee vacate and abandon the Premises, without paying rent; or upon the filing of a petition in bankruptcy or other insolvency proceeding by or against Lessee (without dismissal within thirty (30) days of filing same); or petition or answer seeking relief under any provision of the Bankruptcy Act (without dismissal within thirty (30) days of the filing of same); or any general assignment for the benefit of creditors of composition; or a petition or other proceeding by or against the Lessee for the appointment of a trustee, receiver or liquidator of Lessee or of any of Lessee's property pursuant to laws for the benefit of creditors; or a proceeding by any governmental authority for the dissolution or liquidation of Lessee; then and in any such events, Lessor, besides other rights or remedies it may have, shall have the immediate right of re-entry and after five (5) days prior written notice to Lessee may remove all persons and property from the Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee or a petition or other proceeding by or against the Lessee for the appointment of a trustee, receiver

or liquidator of Lessee or of any of Lessee's property pursuant to laws for the benefit of creditors; or a proceeding by any governmental authority for the dissolution or liquidation of Lessee; then and in any such events, Lessor, besides other rights or remedies it may have, shall have the immediate right of reentry and after five (5) days prior written notice to Lessee may remove all persons and property from the Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee.

Should Lessor elect to reenter, this lease shall be deemed terminated, provided however, Lessor shall be entitled to damages against Lessee for the measure of damages provided by law, namely the difference between the rent for the balance of the term of this lease under this contract following day of reentry and the amount of rent Lessor receives during such period from any subsequent Lessee of the Premises. Lessor shall in such event have no obligation to re-let the Premises.

Should Lessor at any time terminate this lease under Lessor's express rights set forth herein for any breach, in addition to any other remedy it may have, it may recover from Lessee all damages incurred by reason of such breach, including the cost of recovering the Premises.

14. Refurbishments. Lessor shall not be responsible for repainting of the Premises or for replacement of the carpeting, unless the need for same shall be occasioned by reason of the negligence of Lessor, its agents, employees, servants, contractors or subcontractors or the breach of any other obligation of Lessor under this lease.

15. Facility Security. Lessee shall be responsible for escorting all clients entering and exiting the premises, especially on Mondays when the restaurant is closed and while in the buildings secured areas. The Lessee will ensure that their clients do not roam within the building or disrupt the normal business practices of the other tenants.

16. Miscellaneous. This lease shall be construed under the laws of the State of Alabama.

This instrument is executed as of the above date in multiple counterparts each of which shall constitute an original.

**LESSOR:**

**LESSEE:**

---

**Keith E. Gay**

**KPS, LLC**

---

**City of Enterprise**



## **Pop-Up Shop MOU**

Memorandum of Understanding  
Between  
*Enterprise Main Street*  
And  
*Main Street Alabama*

The Memorandum of Understanding ("Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2023 by and between *Main Street Alabama*, whose address is 880 Montclair Road, Suite 245 Birmingham, AL 35213, and *Enterprise Main Street*, whose address is 501 S. Main Street Enterprise, AL 36330 for the purposes set forth herein.

### **I. MISSION**

The mission of Main Street Alabama is to utilize the proven Main Street Four-Point Approach® which provides a framework for the local Main Street program to organize for success, improve the design of and promote the historic district, and enhance the economic base of the local district.

Together, the Parties enter into this Memorandum of Understanding mutually agree to focus on bringing jobs, dollars, and people back to the downtown district. Main Street Alabama will provide a shipping container (Pop-Up Shop) outfitted as a vanilla box for a retail or service business to incubated in within the designated Main Street district in downtown Enterprise.

### **II. PURPOSE AND SCOPE**

The purpose of this Pop Up Shop is to stimulate and sustain economic development in the downtown district by encouraging entrepreneurs to test the market and eventually move into a brick and mortar building in the downtown district, thereby creating additional jobs and filling vacant buildings while provided needed goods and services to the community.

The boundaries of the Main Street district are focused on the traditional commercial district of the community.

1. Why are the organizations forming a collaboration? Main Street Alabama applied for and received a USDA grant to purchase and outfit for use, shipping container units (Pop-Up Shop) to be placed in designated Main Street communities to use a business incubator in their downtown districts.
2. Benefits for the organization? Enterprise Main Street will receive the Pop-Up Shops ready to be placed at no charge to the organization. Upkeep and maintenance of the Pop-Up Shop is the responsibility of the local Main Street program.
3. Each local program should utilize the completed Market Study provided by Main Street Alabama to determine the types of businesses best suited to their district.
4. The Pop-Up Shops should be occupied by a business for a minimum of 75% of the annual calendar. The local Main Street program is responsible for the recruitment and placement of businesses in the Pop-Up Shop. Main Street Alabama shall be informed of what business is selected and how that business meets the needs laid out in the Market Study.

### **III. RIGHTS, DUTIES, AND OBLIGATIONS OF UMBRELLA ORGANIZATION**

Main Street Alabama (MSA) shall be included in the marketing of the local program utilizing our standard brand guidelines. MSA shall retain ownership of the Pop-Up Shop until the depreciation reaches \$5000 or less, then the unit will be gifted in full to the local program.

### **IV. RIGHTS, DUTIES, AND OBLIGATIONS OF LOCAL MAIN STREET PROGRAM**

“Main Street” must be in the name of the program and must be used in all media, printed material, website, interviews, etc.

- a. In Umbrella programs, Main Street must remain as the identity of the program under the umbrella. For example: Greenbow Main Street, a program of the Greenbow Downtown Development Authority

Local Main Street program must submit a work plan in Maestro for the Pop-Up Shop that shows line items in the overall program budget dedicated to the Pop-Up Shop as well as plans to select businesses and market the unit.

Local Main Street program must operate under the Main Street Four Point Approach™ with active board of directors and committees under each point.

Local Main Street program agrees to employ a Director or dedicated staff person with total focus on the Main Street district.

Main Street Alabama and the local Main Street Board must agree in writing and attach to the signed MOU on the following; location of Pop-Up Shop, business selection criteria, 75% full requirement, and marketing of the unit.

Main Street Alabama branding must appear on the local Main Street website and can be used in other media as well as stipulated in the brand guidelines. Graphics will be provided by Main Street Alabama upon receipt of the signed MOU between Main Street Alabama and local Main Street program.

Each party will appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this MOU. The initial appointees of each organization are:

*List contact persons with address and telephone information*

*Mary Helmer Wirth, President/State Coordinator*

*Main Street Alabama*

*880 Montclair Road, Suite 245*

*Birmingham, AL 35213*

*205.910.8819*

*Mariah Montgomery, Director*

*Enterprise Main Street*

*501 S Main Street*

*Enterprise, AL 36330  
334.406.1274*

#### **IV. TERMS OF UNDERSTANDING**

The term of this MOU is for a period of 3 years beginning March 2023 and may be extended upon written mutual agreement. It shall be reviewed at least annually with the MOA for each community in May to ensure that it is fulfilling its purpose and to make any necessary revisions.

Either organization may terminate this MOU upon ninety (90) days written notice without penalties or liabilities.

#### **Authorization**

The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their ability, the objectives stated in the MOU.

On behalf of the organization I represent, I wish to sign this MOU and contribute to its further development.

*Main Street Alabama:*

*Mary Helmer Wirth /President & State Coordinator*

*Date*

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*Enterprise Main Street:*

*Mariah Montgomery/Director*

*Date*

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# 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  
**DATE:** 2/15/2023  
**RE:** Accept Bid 2023-02

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Please place the following request on the City Council agenda for the meeting to be held on February 21, 2023.

On behalf of The Enterprise Municipal Court, this request is for Council action to accept and award the bid to Business Systems & Consultants in the amount of \$0.165 per document for the following:

On-site scanning and indexing of approximately 220,000 +/- Municipal Court documents. On-site work and confidentiality are required due to the nature of the documents.

Bids were received and opened February 15, 2023 at 10:00am. This recommendation is based upon the lowest responsive bid received. Attached is the bid tabulation for this bid.

Thank you.



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


## Bid Tabulation

2023-02 Scanning Court Documents

February 15, 2023 @ 10:00am

Bidder	Description	Estimated Units (+/-)	Unit Price	Total Cost
Business Systems & Consultants	Scan Documents (per Page)	220,000	\$ .145	\$ 31,900.00
	Index Documents (per Page)	220,000	\$ .020	\$ 4,400.00
*Bid Bond Included	<b>TOTAL</b>	220,000	\$ .165	\$ 36,300.00
Bidder	Description	Estimated Units (+/-)	Unit Price	Total Cost
Avenu Insights & Analytics, LLC	Scan Documents (per Page)	220,000	\$ .11	\$ 24,200.00
	Index Documents (per Page)	220,000	\$ .15	\$ 33,000.00
*Bid Bond Included	<b>TOTAL</b>	220,000	\$ .26	\$ 57,200.00

I hereby certify that the above Bids were received sealed and were publicly opened and read aloud at the time and place indicated and that this is a true and correct tabulation of all bids received for this project. I recommend award of the contract to the lowest responsible and responsive Bidder as shown above, as determined by the available funds and subject to the instructions to Bidders and any applicable laws.

  
Barry Mott, P.E., Bid Purchasing Agent





**MAIN STREET**  
**ENTERPRISE**

**MEMO:**

**Main Street Enterprise - Board of Directors Nominations**

The Main Street Enterprise Board will soon have four vacant board member positions. Three board members were scheduled to roll off in February of 2023 and one board member has taken a leadership position on the Friends of Main Street Board and is no longer eligible to serve.

The Main Street Enterprise Board of Directors is recommending the below nominees to be added to the board. The Board considered each individual's willingness and availability to serve as well as their unique backgrounds in different industries that may best benefit our committees.

**Below you will find the individuals who will be leaving the Main Street Board of Directors:**

- Shelia Harris (scheduled term end date: Feb 2023)
- Lee Yohn (scheduled term end date: Feb 2023)
- Tracey Simmons (scheduled term end date: Feb 2023)
- Wendy Grimes (scheduled term end date: Feb 2024)

**Nominees for the 2022 Main Street Board of Directors:**

- **Shelia Harris** – Term Ending Feb 2026
  - *Shelia Harris is the Director of The Enterprise Public Library. Harris has received over \$100,000 in grants since joining Enterprise Public Library in July of 2017. Harris worked with the Dothan Eagle newspaper for 23 years in Sales and Marketing. She is a board member of The Pea River Historical Society, The Main Street Enterprise Board of Directors, Enterprise Chamber of Commerce Board of Directors, and Coffee County Family Services Board. Harris also serves on two state library committees, the Alabama Library Association's Public Relations and Publications Committee and The Library Science and Technology Act Advisory Council (LSTA). Shelia is a member of St. Peter Community Church in Dothan, Alabama and serves as the church clerk.*
- **Shirley Skinner** - Term Ending Feb 2026
  - *Shirley Skinner is the current President of the Pea River Historical and Genealogical Society. She is a member of the following community organizations: Friends of Main Street Organization. National Member and local chapter registrar of the John Coffee Daughters of the American Revolution Chapter, Enterprise Chamber of Commerce. Her work history includes: Current Co-Owner of MRS Farms, She retired in 2008 after serving as the county mapper and asst property appraiser for Geneva County.*
- **Justin Robertson** – Term Ending Feb 2026
  - *A financial professional who has lived and worked in Enterprise AL since 2006. After spending 15-plus years in many roles at All In Credit Union, he now works as a Loan Originator at Envoy Mortgage. Justin and his wife, Kaleigh, moved to downtown Enterprise in November 2019 where they regularly enjoy all of the activities our district has to offer.*
- **Gina Esparza** - Term Ending Feb 2024
  - *Realtor Extraordinaire, known for her extensive market knowledge and unmatched devotion to clients. She has dedicated most of her adult life to helping clients and members of the community through outreach programs and community affairs. In addition, she has served her country by being an active reservist in the 919th Special Operations wing at Duke Field Florida.*

Gregory D. Cochran, CAE  
Executive Director



Mayor Lawrence "Tony" Haygood, Jr., Tuskegee  
League President

*The voice of Alabama's  
municipalities since 1935*

DATE: February 15, 2023  
TO: Mayors  
FROM: Gregory D. Cochran, Executive Director  
SUBJECT: Voting Delegate, Annual Business Session  
ENCLOSURE: Voting Delegate Authorization Form

The Annual Convention of the Alabama League of Municipalities will be held on May 10-13, 2023, in Birmingham. The membership's Annual Business Meeting will be held at 3:00 p.m. on May 12, 2023, at the Birmingham Jefferson Convention Complex.

The League Constitution contains the following provision pertaining to voting powers of member municipalities at the Business Meeting:

*"Each member municipality shall have one vote on any issue voted on during the annual meeting of the League membership, and that vote may only be cast by the delegate authorized by the governing body of the member municipality."*

Enclosed is the official Voting Delegate Authorization Form to be returned to the League. The City or Town Council is charged with designating your municipality's official voting delegate and alternates who will be eligible to cast the municipality's vote during the business meeting. An additional copy is being sent to each municipal clerk, but **only one completed form** should be returned by each League member municipality.

**Please put this on your council meeting agenda at your earliest convenience so that the council may vote. The completed form must be returned to the League by April 25, 2023, so that your municipality will be eligible to cast its vote at the Convention.**

We look forward to you joining us in Birmingham,

Greg Cochran  
Executive Director

**Christina Meissner**  
Director of Human Resources

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



# Memo

**To:** City Council

**From:** Christina Meissner, HR Director 

**CC:** Beverly Sweeney, City Clerk

**Date:** February 16<sup>th</sup>, 2023

**Re:** Request for Closure for Staff Development and Enrichment Event

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*I respectfully request a closure from 12:30-4:30PM on Friday, March 17<sup>th</sup>, 2023 for a staff development and enrichment event to be held for all City employees at the Civic Center. The closure request is so that all employees may attend.*

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