BE IT RESOLVED by the Board of Commissioners of the City of Dothan, Alabama, as follows:

Section 1. That, upon recommendation of the Dothan Utilities Director, Billy R. Mayes, the City of Dothan, Alabama, enters into a permit agreement with the Alabama Department of Transportation for the installation of 2094 feet of 397 ACSR primary wire to reroute 3 phase electrical service at 2227 E. Main Street, which said agreement follows:
Resolution No. ________ Entering into an agreement with Alabama Department of Transportation continued.

Section 2. That Mike Schmitz, Mayor of the City of Dothan, and in such capacity, is hereby authorized and directed to execute the said agreement for and in the name of the City of Dothan.

PASSED, ADOPTED AND APPROVED on

ATTEST:

Mayor

Associate Commissioner-District 1

Associate Commissioner-District 2

Associate Commissioner-District 3

Associate Commissioner-District 4

Associate Commissioner-District 5

Associate Commissioner-District 6

City Clerk
ALABAMA DEPARTMENT OF TRANSPORTATION
Permit Agreement for the Accommodation of Utility
Facilities on Public Right-of-Way

Project Number: ____________________________
Permit No. ________________________________
P.E. ______________________________________
R.O.W. ____________________________________
Utilities ________________________________
Construction ____________________________
Maintenance Section ________________________
Location of Accommodation: Milepost ________ to ________

THIS AGREEMENT is entered into this the ______ day of __________________, 20____, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as the STATE and __________________________ City of Dothan __________________________ a Utility hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way in Houston County, Alabama, said project or maintenance section being designated as __________________________, and consisting approximately of the following:
Install 2094 feet of 397 ACSR primary wire to reroute 3 phase electrical service at 2227 E Main St. __________________________ ; and

WHEREAS, the STATE hereby grants to the APPLICANT approval to cross or locate its facilities on the public right-of-way at the location and in the manner hereinafter set forth:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The APPLICANT will install its facilities on public right-of-way in accordance with plans and specifications of the APPLICANT as approved by the STATE which plans and specifications are hereby made a part hereof by reference.

2. In the installation of facilities and performing work under this agreement, the APPLICANT will conform to the provisions of the latest edition of the Alabama Department of Transportation Utility Manual, which manual is of record in the Department of Transportation and is hereby a part hereof by reference.

3. The national Manual on Uniform Traffic Control Devices, latest edition, is hereby made a part hereof by reference and will be conformed to as the provisions thereof are applicable to such work. Such Manual is of record in the Alabama Department of Transportation at the execution of this Agreement.

4. The Clean Water Act, 1987 and the Alabama Nonpoint Source Management Program, 1989 are hereby made a part hereof by reference and will be conformed to by the APPLICANT as the provisions thereof are applicable hereto.

The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

5. If hazardous materials, wastes, substances, or as otherwise defined by Code of Alabama § 6-5-332.1 (a)(2) (1993 Repl. Vol.) are encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous materials and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous materials encountered.
6. The APPLICANT will file with the STATE an acceptable certified check or bond in the penal amount of $5,000. (on file) to guarantee the faithful performance of this permit contract in its entirety. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by the STATE as a result of the bond, will be applied to complete and fulfill the permit contract terms.

7. The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney’s fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT’s failure to comply with all applicable laws or regulations.

8. Reimbursement for future relocations of the APPLICANT'S facilities will be in accordance with State law in effect at the time such relocations are made.

9. The APPLICANT 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 APPLICANT, its agents, servants, employees or facilities.

10. The STATE in executing this Agreement does not in any way assume the responsibility for the maintenance of the facilities of the APPLICANT, nor the responsibility for any damage to the facilities caused by third parties.

11. The APPLICANT will have a copy of this Agreement on the project site at all times while said work is being performed.

12. Nothing contained in this Permit Agreement, nor the issuance or receipt thereof, shall be construed to alter or affect the title of the STATE to the public right-of-way nor to increase, decrease or modify in any way the rights of the APPLICANT provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

13. The installation of the facilities and related work covered by this Agreement shall be completed within one year from the date shown on this Agreement, otherwise this Agreement becomes null and void. Once work is begun the APPLICANT shall pursue the work continuously and diligently until completion.

14. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway and all right-of-way in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to the Alabama Department of Transportation for a period of one year from acceptance by the Department of the completion of work applied for by APPLICANT.

15. The Applicant must provide a copy of the Notice of Registration (NOR) Received issued by ADEM upon receipt of the applicant’s Notice of Registration. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOR is not required, Applicant must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

16. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the applicant to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

17. The APPLICANT stipulates that the specific use of these facilities located upon public right-of-way is to provide electrical service to customer
APPLICANT further stipulates that should this specific use change at any time in the future that the APPLICANT will notify the STATE immediately of the change.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized, to be effective on the day and year first above stated.

City of Dothan
Legal Name of Applicant

WITNESS:

By:
Signature and Title

Typed or Printed Name

P.O. Box 2128
Address

Dothan, AL 36302

(334) 615-3111
Telephone Number

RECOMMENDED FOR APPROVAL:

________________________________________
District Manager & Date

________________________________________
Division Engineer & Date

ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

By:
Maintenance Engineer / Division Engineer

Date: ____________________________
CONTINUATION CERTIFICATE
FIDELITY OR SURETY BONDS/POLICIES

In consideration of $100.00 dollars renewal premium, the term of Bond/Policy No. 100745452 in the amount of $5,000.00, issued on behalf of CITY OF DOTHAN, whose address is P.O. BOX 2128 DOTHAN, AL 36302, in favor of STATE OF ALABAMA, whose address is MONTGOMERY, AL, in connection with Contracting - Highway/Street, is hereby extended to April 1, 2014, subject to all covenants and conditions of said bond/policy.

This certificate is designed to extend only the term of the bond/policy. It does not increase the amount which may be payable thereunder. The aggregate liability of the Company under the said bond/policy together with this certificate shall be exactly the same as, and no greater than it would have been, if the said bond/policy had originally been written to expire on the date to which it is now being extended.

Signed, sealed and dated December 22, 2012

Travelers Casualty and Surety Company

By: Robert L. Raney, Senior Vice President
NOTE:
ALL GUYS PLACED ON STATE ROW SHALL BE PLACED AWAY FROM BROADWAY. A MINIMUM OF 18' CLEARANCE MUST BE MAINTAINED ON STATE ROW. ALL BURIED PRIMARY SHALL BE 48' DEEP.

POSTED SPEED LIMIT: 55 MPH

RM: 3-305' 397 ACSR, 50-2# 305' 4/0 ACSR
RM: 3-132' 1/0 ACSR 132' #2 ACSR INST: 3-132' 397 ACSR 132' 4/0 ACSR
RM: SPAN GUY, A-GUY
RM: 3-118' 1/0 ACSR 118' #2 ACSR INST: 3-118' 397 ACSR 118' 4/0 ACSR
RM: 3-173' 1/0 ACSR 173' #2 ACSR INST: 3-173' 397 ACSR 173' 4/0 ACSR
ELECTRIC DEPARTMENT SKETCH

2227 E MAIN ST
INST PRIMARY WIRE

US HWY 84E

NOTE:
ALL GUYS PLACED ON STATE ROW
SHALL BE PLACED AWAY FROM BROADWAY.
A MINIMUM OF 18' CLEARANCE
MUST BE MAINTAINED ON STATE ROW
ALL BURIED PRIMARY SHALL BE 48' DEEP.

POSTED SPEED LIMIT: 55 MPH

RM: 3-305' 397 ACSR, 50-2#
305' 4/0 ACSR, 50-2#

RM: 3-132' 1/0 ACSR
132' #2 ACSR
INST: 3-132' 397 ACSR
132' 4/0 ACSR

RM: 3-130' 1/0 ACSR
130' #2 ACSR
INST: 3-130' 397 ACSR
130' 4/0 ACSR

RM: SPAN GUY, A-GUY

RM: 3-118' 1/0 ACSR
118' #2 ACSR
INST: 3-118' 397 ACSR
118' 4/0 ACSR

RM: 3-173' 1/0 ACSR
173' #2 ACSR
INST: 3-173' 397 ACSR
173' 4/0 ACSR
ELECTRIC DEPARTMENT SKETCH

WF. No. __ __
DATE 09/20/13
JOB ORDER#: __ __

ENGINEER KRJ
DRAWN BY KRJ
SCALE NONE
WOW __
TW __
COM __
TRO __
TEL __

POSTED MAP No. 2-E02

2-E03

2227 E MAIN ST
INST PRIMARY WIRE

NOTE:
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POSTED SPEED LIMIT: 55 MPH
NOTE:
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ELECTRIC DEPARTMENT SKETCH

2227 E MAIN ST
INST PRIMARY WIRE

NOTE:
ALL GUYS PLACED ON STATE ROW SHALL BE PLACED AWAY FROM BROADWAY. A MINIMUM OF 18' CLEARANCE MUST BE MAINTAINED ON STATE ROW ALL BURIED PRIMARY SHALL BE 48' DEEP.

POSTED SPEED LIMIT: 55 MPH

ENGINEER _ KRJ_
DATE _09/20/13_
JOB ORDER# _1_

SCALE __NONE__

NOTE:
PLACED ON STATE ROW

210 FH1

RM: 3-305' 397 ACSR, 305' 4/0 ACSR, 50-2#

RM: 3-130' 1/0 ACSR
130' #2 ACSR
INST: 3-130' 397 ACSR
130' 4/0 ACSR

RM: 3-132' 1/0 ACSR
132' #2 ACSR
INST: 3-132' 397 ACSR
132' 4/0 ACSR

RM: 3-118' 1/0 ACSR
118' #2 ACSR
INST: 3-118' 397 ACSR
118' 4/0 ACSR

RM: SPAN GUY, A-GUY

RM: 3-173' 1/0 ACSR
173' #2 ACSR
INST: 3-173' 397 ACSR
173' 4/0 ACSR

MAP No. 2-E02

COM ___
TRE ___
TEL ___
NOTE:
ALL GUYS PLACED ON STATE ROW SHALL BE PLACED AWAY FROM ROADWAY. A MINIMUM OF 18' CLEARANCE MUST BE MAINTAINED ON STATE ROW. ALL BURIED PRIMARY SHALL BE 48' DEEP.