



City of Bessemer

Cynthia S. Donald
President
District 3

LaTricia Crusoe
Pro Tempore President
District 7

1700 Third Avenue North
Bessemer, Alabama 35020-4999
Telephone 205-424-4060
Fax 205-428-2911

COUNCIL MEMBERS

Kimberly Alexander
District 2

Jarvis D. Collier
District 1

Ron Marshall
District 5

Jesse Matthews
District 6

Donna Thigpen
District 4

TO: ALL COUNCIL MEMBERS

FROM: COUNCILOR CYNTHIA S. DONALD, PRESIDENT

DATE: TUESDAY, MAY 19, 2020

The Agenda for the Council Meeting to be held on Tuesday, March 19, 2020 at 10:00 a.m., is outlined below.

*******AGENDA*******

- ITEM 1. Call to Order/ Invocation**
- ITEM 2. Council Roll Call**
- ITEM 3. Pledge of Allegiance**
- ITEM 4. Approval of minutes from the Regular Meeting held March 3, 2020, Special Meeting held April 6, 2020 and the Special Meeting held May 5, 2020. Council vote necessary.**

*******NEW BUSINESS*******

- ITEM 5. Discussion on the re-opening of the Bessemer Recreation Center and Bessemer Civic Center.**
- ITEM 6. May 19, 2020 Weed Nuisances Report - Set Hearing Date**
- ITEM 7. Resolution authorizing the Mayor to enter into lease agreements with Dex Imaging, Inc. for copiers/printer. Council vote necessary**

- ITEM 8.** Resolution setting a public hearing on the proposed adoption of a resolution regarding economic incentives for Thornton Enterprises, Inc. Council vote necessary.
- ITEM 9.** Resolution setting a public hearing on the proposed adoption of a resolution regarding economic incentives for Tacala, LLC. Council vote necessary.
- ITEM 10.** Resolution authorizing the publication of Notice to Solicit resumes from qualified citizens interested in serving on the Board of Adjustments and approving the use of municipal funds for the advertising expense of said publication. Council vote necessary.
- ITEM 11.** Resolution authorizing the Mayor to accept and execute proposal with Goodwyn, Mills and Cawood for Right-of-Way staking along both side of McCalla Road for ALDOT Project STPBH-3713(251). Council vote necessary.
- ITEM 12.** Resolution authorizing payment to Cole Engineering, Inc. for Bessemer Underwater Bridge Inspection. Council vote necessary.
- ITEM 13.** Resolution authorizing the Mayor to accept and execute proposal with Cottingham Contracting, Inc. for installation of additional speed hump on Memorial Drive. Council vote necessary.
- ITEM 14.** Resolution authorizing the preparation and letting of bid proposals for Bessemer Street Patching 2020 Project. Council vote necessary.
- ITEM 15.** Resolution authorizing the Mayor to extend the closing date on the commercial sale agreement with Scott Crawford, Inc. for the property located at 1800-1810 3rd Avenue North through June 30, 2020. Council vote necessary.
- ITEM 16.** Resolution awarding bid for the CDBG Recreation Center ADA Doors Project to the lowest responsible bidder.
- ITEM 17.** Resolution requesting the Mayor of the City of Bessemer to provide a copy of documents and things relating to the City of Bessemer's insurance coverage with the Alabama Municipal Insurance Corporation.
- ITEM 18.** Council member's comments, statements or motions.
- ITEM 19.** Citizens Participation.
- ITEM 20.** Motion to Adjourn.

Bessemer, Alabama

March 3, 2020

The Council of the City of Bessemer, Alabama met in regular session in the Council's Chamber at the City Hall in said City on Tuesday, March 3, 2020 at 7:00 p.m. Central Time. The meeting was called to order by Council President Cynthia Donald who was Chairman of the meeting. Upon roll call, the following Council members were found to be present: Councilors Kimberly Alexander, Jarvis Collier, Ron Marshall, Jesse Matthews, Donna Thigpen, Latricia Crusoe, and Cynthia Donald Absent: None. City Clerk Wanda D. Taylor stated that a quorum was present and the meeting was opened for the transaction of business.

Councilor Donna Thigpen opened the meeting with prayer and everyone recited the pledge of allegiance.

Mayor Gulley invited Mr. Ron Gilbert of EEFS (City Engineer) to address the council to give an update on the sewer located on Berkley Ave. and 33rd Street.

Mr. Gilbert stated that he has been in contact with Jefferson County Environmental Services to discuss the issue of the overflow. Mr. Gilbert stated that the county cleaned out several of the sewer lines and the main one was under the railroad tracks. Mr. Gilbert stated that he went by there today and there was no overflow. Mr. Gilbert stated that he was in contact with Celeste Lockenmire of Sawyer the SM Administrators for the county and Engineer Pat Powell they are looking at the inflow and infiltration issues in several areas and they will keep him informed and he will inform the mayor as they progress.

Mayor Gulley congratulated Bessemer City High School Basketball Team on a outstanding season. Mayor Gulley stated that he looks forward to the boys winning the State Championship next season.

Councilor Alexander stated that in honor of Dr. Seuss Week she was invited to read to the second grade class at Abrams Elementary School.

Councilor Marshall stated that he doesn't think that they should not put something in writing working with the county because it's so easy for some things to slide through the cracks. Councilor Marshall stated that the council should consider sending some type of

formal declaration to the county to let them know that they are serious about having the sewer work completed.

Councilor Crusoe stated that they had a contractor to come and dig the entire alley. Councilor Crusoe stated that now they have debris and tree limbs covering up the pipes not allowing the water to flow. Councilor Crusoe stated that if they can get someone to ride the alley from 20th street up to 22nd to clean the debris from the alley it will be greatly appreciated.

Councilor Crusoe stated that after a request was made about the sidewalks the workers came out expeditiously. Councilor Crusoe requested an update on a tree stump located on Dartmouth Avenue between 21st and 22nd Street.

Councilor Matthews stated that District 6 had a very informative community meeting. Councilor Matthews thanks all who attended the meeting.

Councilor Matthews stated that on March 29, 2020 at 12:30 p.m. they will have a dedication of 11th Avenue between 17th and 18th street. Councilor Matthews stated that Pastor Walker turned 84 years old last week.

Councilor Donald stated that the council deleted item #7 and it will be addressed at planning session on March 17, 2020.

Item #7. Discussion on Media and Marketing support contract.

Councilor Crusoe made a motion to place agenda item numbers 8, 9, 10, 11, 16 and 17 on the consent agenda. Councilor Thigpen seconded the motion and upon roll call the following votes were recorded: Ayes: Councilors Alexander, Collier, Marshall, Matthews, Thigpen, Crusoe and Donald. Nays: None: The motion carried.

ABATEMENTS

Address	Parcel ID	Owner
1. 1035 13 th Street North	38 00 09 2 023 024 000	Sims William
2. 2490 Morgan Road	38 00 35 2 003 007 001	Cottingham Samuel Marty
3. 808 20 th Street North	38 00 04 4 003 014 000	Brown Eugene
4. 810 20 th Street North	38 00 04 4 033 015 000	Brown Eugene

RESOLUTION NO.: 036-20

A RESOLUTION REQUESTING THE ALABAMA MUNICIPAL INSURANCE CORPORATION, ("AMIC"), TO PROVIDE TO THE CITY COUNCIL OF THE CITY OF BESSEMER, ALABAMA, A COPY OF ANY AND ALL CONTRACTS, AGREEMENTS, LETTERS OR OTHER DOCUMENTS OF OR RESPECTING THE APPOINTMENT OF AN AGENT FOR OR IN BEHALF OF THE CITY OF BESSEMER, ALABAMA, IN CONNECTION WITH THE INSURANCE CONTRACT OR ARRANGMENT BY AND BETWEEN THE CITY OF BESSEMER AND AMIC

WHEREAS, the City Council of the City of Bessemer, Alabama desires to have and examine a copy of any contract, agreement letter or other document of or relating to the appointment of an agent between the Alabama Municipal Insurance Corporation, (AMIC") and the City of Bessemer, Alabama; and

WHEREAS, the City Council has been advised that no such record appears to be in the records of the City of Bessemer, Alabama.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BESSEMER, ALABAMA, AS FOLLOWS:

1. That the City Council of the City of Bessemer, Alabama hereby requests the Alabama Municipal Insurance Corporation, ("AMIC"), to provide to the City Council of the City of Bessemer, Alabama, a copy of any and all contracts, agreements, or letters/documents of or containing an appointment of an agent or agents in behalf of the City of Bessemer in connection with the city's insurance arrangements with the Alabama Municipal Insurance Corporation.
2. That the City Council hereby requests and authorizes its attorney, Gregory L. Harris, to make this request in behalf of the Council.
3. This resolution shall become effective immediately upon its adoption as required by law.

ADOPTED this the 3rd, day of March 2020.

RESOLUTION NO.: 037-20

A RESOLUTION AUTHORIZING COUNCILOR LATRICIA CRUSOE USE OF THE RECREATION AND WELLNESS CENTER, WITHOUT CHARGE, TO HOST AND CONDUCT A COMMUNITY TOWN HALL MEETING IN DISTRICT 7 ON MARCH 25, 2020; AND DECLARING A PUBLIC PURPOSE

WHEREAS, Councilor Latricia Crusoe has requested use of the meeting room in the Recreation and Wellness Center, at no charge, on March 25, 2020 to conduct and host a District 7 Community Town Hall Meeting to discuss resident concerns, civic involvement, and other matters relating to the betterment and improvement of Council District 7 and the City of Bessemer at large;

WHEREAS, the governing body of the City of Bessemer, Alabama finds and determines that permitting the residents of Council District 7 use of municipal property for the purpose of conducting and hosting a community meeting as herein described has as its objective the promotion of the public health, safety, morals, security, prosperity, contentment and the general welfare of the community and, as such, serves a public purpose; and

WHEREAS, the governing body desires to permit the use of the City of Bessemer's Recreation and Wellness Center for the purpose of conducting and hosting a District 7 Community Town Hall Meeting.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BESSEMER, ALABAMA, AS FOLLOWS:

1. That the above and foregoing recitations are adopted and made a part hereof as though fully set forth herein.
2. That Councilor Latricia Crusoe and the residents of Council District 7 are hereby permitted use of the meeting room the City of Bessemer's Recreation and Wellness Center, at no charge, for the purpose of conducting and hosting a District 7 Community Town Hall Meeting on March 25, 2020 between the hours of 7:00 p.m. and 8:00 p.m.
3. This resolution shall become effective immediately upon its adoption as required by law.

ADOPTED this the 3rd, day of March, 2020.

RESOLUTION NO. 038-20

**A RESOLUTION AUTHORIZING PAYMENT TO
EEFS COMPANY, P.C. CIVIL AND STRUCTURAL ENGINEERS**

WHEREAS, the City of Bessemer retained the engineering services of EEFS Company, P.C., Civil and Structural Engineers, including the services of Ron Gilbert as City Engineer; and

WHEREAS, EEFS Company, P.C., has submitted invoices for services rendered in the month of December 2019 totaling the sum of Thirty-Eight Thousand Eight Hundred Sixty-Five and 02/100 Dollars (\$38,865.02) herein attached as Exhibit "A", and the City Council of Bessemer, Alabama having reviewed the invoices have determined that payment is in the public interest; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bessemer, Alabama at a regularly scheduled meeting duly assembled with a quorum being present that the City Council hereby authorizes payment and appropriates the sum of Thirty-Eight Thousand Eight Hundred Sixty-Five and 02/100 Dollars (\$38,865.02) to EEFS Company, P.C., Civil and Structural Engineers.

This resolution shall become effective upon its due adoption as required by law.

ADOPTED this the 3rd day of March 2020.

RESOLUTION NO. 040-20

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY TO EXECUTE AGREEMENT FOR THE
PURCHASE AND SALE OF REAL PROPERTY**

WHEREAS, RVS, LLC ("RVS") has submitted an Agreement (the "Agreement") to the City of Bessemer, Alabama (the "City") to purchase the property located at 2123 1st Avenue North, Bessemer, Alabama (the "Property"); and

WHEREAS, RVS has offered to purchase the Property for the purchase price of Fifty-Six Thousand Eight Hundred Four and 00/100 Dollars (\$56,804.40); and

WHEREAS, the City Council of the City of Bessemer having reviewed the Agreement hereby declares it to be in the best interest of the public and the City to sell said Property to RVS, Inc. for the purchase price of Fifty-Six Thousand Eight Hundred Four and 00/100 Dollars (\$56,804.40).

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Bessemer, Alabama, at a regularly scheduled meeting duly assembled with a quorum being present, as follows:

1. The City Council of the City of Bessemer, Alabama having the offer in the form of an Agreement for the Purchase and Sale of Real Property, a copy of which is attached hereto as Exhibit "A", from RVS, LLC to purchase the Property described hereinabove, hereby declares it to be in the best interest of the public and the City to sell said Property to RVS, LLC for the purchase price of Fifty-Six Thousand Eight Hundred Four and 00/100 Dollars (\$56,804.40).
2. Pursuant to the authority granted by Section 11-47-20 of the Code of Alabama 1975, the Mayor of the City of Bessemer of Bessemer, Alabama shall be and is hereby authorized to execute the Agreement submitted by RVS, LLC in the amount of Fifty-Six Thousand Eight Hundred Four and 00/100 Dollars (\$56,804.40) and to take such additional actions as are necessary and appropriate for the accomplishment of this resolution, including but not limited to the execution of a deed and any additional documents required by the title company to complete the conveyance of the Property.
3. This resolution shall become effective immediately upon its adoption as required by law.

ADOPTED this the 3rd day of March 2020.

Councilor Donald announced a public hearing for the rezoning of the property located at 5034 McAdory School Road from A-1 Agricultural District to C-4 Arterial Services District and the following citizen appeared before the council.

Mr. Morgan Duncan 100 Metro Parkway stated that he represents Mr. Connor Palmer who is the petitioner and Mr. Eddie Lumpkin. Mr. Duncan stated that Mr. Lumpkin wants the property annexed so that they can expand their business which is located across the street from this property. Mr. Duncan stated that they have mailed out to the home owners and home owners association and they haven't heard anything back from them. Mr. Duncan stated that once this property is rezoned they will be closing on the property in 2 weeks.

The following ordinance was presented to the council.

ORDINANCE NO. 3598

AN ORDINANCE TO FURTHER AMEND ORDINANCE NO. 3391 OF THE CITY OF BESSEMER ENTITLED "CITY OF BESSEMER ZONING ORDINANCE" PROVIDING FOR THE ZONING PLAN OF THE CITY OF BESSEMER," AND TO AMEND THE ZONING MAP OF THE CITY OF BESSEMER AS DESCRIBED IN SECTION 1.5 OF ORDINANCE NO. 3391, AS HERETOFORE ADOPTED ON THE 16TH DAY OF SEPTEMBER, 2008, AND AS HERETOFORE AMENDED.

WHEREAS, Conner Farmer as Managing Member of IRA Innovations, LLC, pursuant to Section 2.11 of Ordinance No. 3391, filed an application to re-zone the property described hereinafter in Section 1 of this Ordinance from A-1 Agricultural District to C-4 Arterial Services District for the entire property described herein; and

WHEREAS, a public hearing was scheduled and held before the Planning and Zoning Commission of the City of Bessemer, Alabama, on January 21, 2020, in accordance with the requirements of Ordinance No. 3391; and

WHEREAS, at said hearing, the Planning and Zoning Commission of the City of Bessemer, Alabama, considered the application for rezoning and issued a report to the City Council of the City of Bessemer, Alabama, in favor of re-zoning the property from A-1 Agricultural District to C-4 Arterial Services District for the entire property described herein; and

WHEREAS, the City Council of the City of Bessemer has found it necessary and desirable that the zoning of the hereinafter described parcel of property, as described in Section 1 below, be considered and has set a public hearing on said Ordinance for the 3rd day of March 2020 at 7:00 p.m. at the Bessemer City Hall, 1700 3rd Avenue N., Bessemer, Alabama and has directed the City Clerk to give notice thereof, as provided by law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BESSEMER, ALABAMA, that Ordinance No. 3391 of the City of Bessemer, as heretofore adopted, as amended, and the Zoning Map of said City of Bessemer be and the same hereby are amended as follows:

Section 1. That the following described property is the subject of the re-zoning application, to-wit:

5034 McAdory School Road, being further described as:

Legal Description for Parcel No. 43 00 01 1 000 007.010

A parcel of land situated in the Northeast one-quarter of Section 01, Township 20 South, Range 5 West Jefferson County, Alabama, being more particularly described as follows:

Commence at a found 2 inch pipe marking the Southeast corner of the Southwest one-quarter of the Northeast one-quarter of said Section 01 and run North 89 degrees 50 minutes 51 seconds West along the South line thereof for a distance of 1335.24 feet to a found 3 inch pipe marking the Southwest corner of the Southwest one-quarter of the Northeast one-quarter of said Section 01; thence leaving said South line run North 01 degrees 10 minutes 19 seconds West for a distance of 40.01 feet to a set 5/8 inch capped rebar stamped CA-560LS; thence run North 89 degrees 50 minutes 51 seconds West for a distance of 493.27 feet to a set 5/8 inch capped rebar stamped CA-560LS and the point being the POINT OF BEGINNING of the property herein described; thence continue North 89 degrees 50 minutes 48 seconds West along said South line for a distance of 88.61 feet to a point on the Eastern-most right of way of the Southern Railway (right of way varies); thence leaving said South line run North 40 degrees 02 minutes 38 seconds East along said right of way for a distance of 2914.41 feet to a found 1 1/2 inch pipe; thence run South 01 degrees 04 minutes 45 seconds East along said right of way for a distance of 37.99 feet; thence run North 40 degrees 04 minutes 35 seconds East along said right of way for a distance of 563.26 feet; thence leaving said railroad right of way run South 67 degrees 34 minutes 49 seconds East for a distance of 194.31 feet to a found 1 inch rebar; thence run North 33 degrees 01 minutes 36 seconds East for a distance of 194.490 feet to a point on the Southern-most right of way Eastern Valley Road; thence run South 66 degrees 12 minutes 47 seconds East along said right of way for a distance of 191.99 feet to a set 5/8 inch capped rebar stamped CA-560LS, said point being on a curve turning to the left, said curve having a radius of 2287.50 feet, a central angle of 00 degrees 55 minutes 33 seconds, a chord bearing of South 71 degrees 59 minutes 55 seconds East, and a chord length of 37.12 feet; thence run along the arc of said curve and along said right of way for a distance of 37.12 feet; thence run South 12 degrees 32 minutes 18 seconds West along said right of way for a distance of 5.00 feet to a set 5/8 inch capped rebar stamped CA-560LS, said point being on a curve turning to the left, said curve having a radius of 2302.60 feet, a central angle of 01 degrees 15 minutes 48 seconds, a chord bearing of South 73 degrees 05 minutes 36 Seconds east, and a chord length of 50.77 feet; thence run along the arc of said curve and along said right of way for a distance of 50.77 feet to a set 5/8 inch capped rebar stamped CA-562LS; thence run South 16 degrees 16 minutes 30 seconds West along said right of way for a distance of 5.00 feet, said point being on a curve turning to the left said curve having a radius of 2307.60 feet, a central angle of 01 degrees 15 minutes 48 seconds, a chord bearing of South 74 degrees 21 minutes 24 seconds East, and a chord length of 50.88 feet; thence run along the arc of said curve and along said right of way for a distance of 50.88 feet; thence run South 15 degrees 00 minutes 42 seconds West along said right of way for a distance of 5.00 feet; said point being on a curve turning to the left, said curve having a radius of 2334.02 feet, a central angle of 00 degrees 53 minutes 27 seconds, a chord bearing South 75 degrees 24 minutes 20 seconds East, and a chord length of 36.28 feet; thence run along the arc of said curve and along said right of way for a distance of 36.29 feet; thence leaving said Right of Way run South 39 degrees 59 minutes 36 seconds West along an extension and the actual Northwest line of a Common Area, (now shown on Cheshire Parc Subdivision recorded in Plat Book 42, Page 19A-D, in the Office of

the Judge of Probate Jefferson County, Alabama), for a distance of 1514.30 feet; thence run South 01 degrees 07 minutes 41 seconds East along said Common Area, and along the West line of Common Area "C" shown on Cheshire Parc Subdivision Phase II-A as recorded in Plat Book 45, Page 92, in the office of the Judge of Probate Jefferson County, Alabama for a distance of 332.23 feet to the Northeast corner of Common Area "A" according to the Resurvey of Lots 241, 243, 246, 251-255, 260, 264, 267, 292-293, 349 & 256 of Cheshire Park Phase II-B as recorded in Plat Book 46, Page 67, in said Probate Office, thence run North 66 degrees 10 minutes 13 seconds West along said Common Area for a distance of 359.86 feet to the Northeast corner of Lot 263 of Cheshire Parc Subdivision Phase II-B as recorded in Plat Book 46, Page 12, in the office of the Judge of Probate Jefferson County, Alabama; thence run North 66 degrees 25 minutes 13 seconds West along said Common Area and along the Northeast line of said Lot 263 for a distance of 48.78 feet to a point on the East line of Common Area B-I according to the Resurvey of Lots 241, 243, 246, 251-255, 260, 264, 267, 292-293, 349 & 256 of Cheshire Park Phase II-B as recorded in Plat Book 46, Page 67, in said Probate Office; thence leaving said Lot 263 run North 52 degrees 28 minutes 50 seconds East along said Common Area for a distance of 250.93 feet; thence run North degrees 27 minutes 39 seconds East along said common area for a distance of 570.79 feet; thence run South 39 degrees 55 minutes 59 seconds West for a distance of 2567.56 feet to the point of beginning.

Section 2. That from and after the enactment of this Ordinance by the City Council of the City of Bessemer and its approval by the Mayor, or its otherwise becoming a law, the uses and restrictions applicable to C-4, Arterial Services District, as set out in Ordinance No. 3391 of the City of Bessemer previously adopted and as heretofore amended and as further restricted by the provisions of paragraph 1 above, shall govern and control the uses made of and permitted on the property described in Section 1 hereof.

Section 3. That if any part, provision, or section of this Ordinance is declared to be unconstitutional or invalid by any court of competent jurisdiction, all other parts, provisions or sections of this ordinance not thereby affected shall remain in full force and effect.

Section 4. That this Ordinance shall become effective immediately upon its passage and approval by the City Council and Mayor of the City of Bessemer, Alabama, or it's otherwise becoming a law.

Adopted this the 3rd day of March 2020.

Councilor Thigpen made a motion to consider the ordinance. Councilor Matthews seconded the motion and upon roll call the following votes were recorded: Ayes:
Councilors Alexander, Collier, Marshall, Matthews, Thigpen, Crusoe and Donald Nays:
None: The motion carried.

Councilor Thigpen made a motion to adopt the ordinance. Councilor Matthews seconded the motion and upon roll call the following votes were recorded: Ayes:
Councilors Alexander, Collier, Marshall, Matthews, Thigpen, Crusoe and Donald Nays:
None: The motion carried.

The following ordinance was presented to the council.

ORDINANCE NO. 3599

AN ORDINANCE ASSENTING TO THE ANNEXATION OF CERTAIN PROPERTY OR TERRITORY TO THE CORPORATION LIMITS OF THE CITY SO AS TO ALTER, REARRANGE AND EXTEND THE CORPORATION LIMITS OF THE CITY OF BESSEMER, ALABAMA

WHEREAS, Conner Farmer, individually and as Managing Member of IRA Innovations, LLC, and John Lawley, Member of IRA Innovations, LLC, the owners of the property hereinafter described, did sign and file a written petition with the City Clerk of the City of Bessemer, Alabama, requesting that said herein described property be annexed into the corporate limits of the City of Bessemer, Alabama; and

WHEREAS, the said petition filed with the City Clerk did include a legal description of said property together with a map of said property showing its relationship to the corporate limits of the City of Bessemer, Alabama; and

WHEREAS, said property described in the petition referred to above has been warranted by the owner of the property thereof to be contiguous to the corporate limits of the City of Bessemer located in Jefferson County, Alabama, and does not lie within the corporate limits of any other municipality as shown by the map attached thereto; and

WHEREAS, the City Council of the City of Bessemer, Alabama, has determined that it is in the public interest that said property be annexed into the City of Bessemer, Alabama; and

WHEREAS, said petitioner did request in their petition that the City of Bessemer adopt an ordinance assenting to such annexation and that the corporate limits of the City of Bessemer be extended and rearranged so as to embrace and include said property;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BESSEMER, ALABAMA, at a regularly scheduled meeting, duly assembled with a quorum being present, as follows:

1. That pursuant to the provisions of Subsection 11-42-20 *et seq.* of the Code of Alabama (1975), the City Council hereby assents to the annexation of said property to the City of Bessemer, Alabama described as follows:

5034 McAdory School Road, being further described as:

Legal Description for Parcel No. 43 00 01 1 000 007.010

A parcel of land situated in the Northeast one-quarter of Section 01, Township 20 South, Range 5 West Jefferson County, Alabama, being more particularly described as follows:

Commence at a found 2 inch pipe marking the Southeast corner of the Southwest one-quarter of the Northeast one-quarter of said Section 01 and run North 89 degrees 50 minutes 51 seconds West along the South line thereof for a distance of 1335.24 feet to a found 3 inch pipe marking the Southwest corner of the Southwest one-quarter of the Northeast one-quarter of said Section 01; thence leaving said South line run North 01 degrees 10 minutes 19 seconds West for a distance of 40.01 feet to a set 5/8 inch capped rebar stamped CA-560LS; thence run North 89 degrees 50 minutes 51 seconds West for a distance of 493.27 feet to a set 5/8 inch capped rebar stamped CA-560LS and the point being the POINT OF BEGINNING of the property herein described; thence continue North 89 degrees 50 minutes 48 seconds West along said South line for a distance of 88.61 feet to a point on the Eastern-most right of way of the Southern Railway (right of way varies); thence leaving said South line run North 40 degrees 02 minutes 38 seconds East along said right of way for a distance of 2914.41 feet to a found 1 ½ inch pipe; thence run South 01 degrees 04 minutes 45 seconds East along said right of way for a distance of 37.99 feet; thence run North 40 degrees 04 minutes 35 seconds East along said right of way for a distance of 563.26 feet; thence leaving said railroad right of way run South 67 degrees 34 minutes 49 seconds East for a distance of 194.31 feet to a found 1 inch rebar; thence run North 33 degrees 01 minutes 36 seconds East for a distance of 194.490 feet to a point on the Southern-most right of way Eastern Valley Road; thence run South 66 degrees 12 minutes 47 seconds East along said right of way for a distance of 191.99 feet to a set 5/8 inch capped rebar stamped CA-560LS, said point being on a curve turning to the left, said curve having a radius of 2287.50 feet, a central angle of 00 degrees 55 minutes 33 seconds, a chord bearing of South 71 degrees 59 minutes 55 seconds East, and a chord length of 37.12 feet; thence run along the arc of said curve and along said right of way for a distance of 37.12 feet; thence run South 12 degrees 32 minutes 18 seconds West along said right of way for a distance of 5.00 feet to a set 5/8 inch capped rebar stamped CA-560LS, said point being on a curve turning to the left, said curve having a radius of 2302.60 feet, a central angle of 01 degrees 15 minutes 48 seconds, a chord bearing of South 73 degrees 05 minutes 36 Seconds east, and a chord length of 50.77 feet; thence run along the arc of said curve and along said right of way for a distance of 50.77 feet to a set 5/8 inch capped rebar stamped CA-562LS; thence run South 16 degrees 16 minutes 30 seconds West along said right of way for a distance of 5.00 feet, said point being on a curve turning to the left said curve having a radius of 2307.60 feet, a central angle of 01 degrees 15 minutes 48 seconds, a chord bearing of South 74 degrees 21 minutes 24 seconds East, and a chord length of 50.88 feet; thence run along the arc of said curve and along said right of way for a distance

of 50.88 feet; thence run South 15 degrees 00 minutes 42 seconds West along said right of way for a distance of 5.00 feet; said point being on a curve turning to the left, said curve having a radius of 2334.02 feet, a central angle of 00 degrees 53 minutes 27 seconds, a chord bearing South 75 degrees 24 minutes 20 seconds East, and a chord length of 36.28 feet; thence run along the arc of said curve and along said right of way for a distance of 36.29 feet; thence leaving said Right of Way run South 39 degrees 59 minutes 36 seconds West along an extension and the actual Northwest line of a Common Area, (now shown on Cheshire Parc Subdivision recorded in Plat Book 42, Page 19A-D, in the Office of the Judge of Probate Jefferson County, Alabama), for a distance of 1514.30 feet; thence run South 01 degrees 07 minutes 41 seconds East along said Common Area, and along the West line of Common Area "C" shown on Cheshire Parc Subdivision Phase II-A as recorded in Plat Book 45, Page 92, in the office of the Judge of Probate Jefferson County, Alabama for a distance of 332.23 feet to the Northeast corner of Common Area "A" according to the Resurvey of Lots 241, 243, 246, 251-255, 260, 264, 267, 292-293, 349 & 256 of Cheshire Park Phase II-B as recorded in Plat Book 46, Page 67, in said Probate Office, thence run North 66 degrees 10 minutes 13 seconds West along said Common Area for a distance of 359.86 feet to the Northeast corner of Lot 263 of Cheshire Parc Subdivision Phase II-B as recorded in Plat Book 46, Page 12, in the office of the Judge of Probate Jefferson County, Alabama; thence run North 66 degrees 25 minutes 13 seconds West along said Common Area and along the Northeast line of said Lot 263 for a distance of 48.78 feet to a point on the East line of Common Area B-I according to the Resurvey of Lots 241, 243, 246, 251-255, 260, 264, 267, 292-293, 349 & 256 of Cheshire Park Phase II-B as recorded in Plat Book 46, Page 67, in said Probate Office; thence leaving said Lot 263 run North 52 degrees 28 minutes 50 seconds East along said Common Area for a distance of 250.93 feet; thence run North degrees 27 minutes 39 seconds East along said common area for a distance of 570.79 feet; thence run South 39 degrees 55 minutes 59 seconds West for a distance of 2567.56 feet to the point of beginning.

AND SAID PROPERTY IS HEREBY ANNEXED TO THE CORPORATE LIMITS OF THE CITY OF BESSEMER, ALABAMA, and that said property shall be and hereby is, made a part of the City of Bessemer, Alabama, upon the date of the publishing of this Ordinance.

2. That the above described property is not within the corporate limits or police jurisdiction of another municipality and/or that the new corporate limits of the City of Bessemer, Alabama, does not lie at any point more than one-half the distance between the old corporate limits of the City and the corporate limits of any other municipality.

3. That pursuant to Act No. 604, as amended, of the 1976 Legislature, the Petitioner has agreed that if the property described in this petition or part thereof are in any fire district organized under the law of the State of Alabama, an amount shall be paid to the fire district equal to six times the amount of dues that the owner of the property being annexed paid to the fire district the preceding year, with said payment to be made by the owner; otherwise, as to the defaulting property owner, this petition/ordinance shall be null, void, and of no effect.

4. That the City Clerk of the City of Bessemer, Alabama, shall file a certified copy of this Ordinance in the Office of the Judge of Probate of Jefferson County, Alabama, and that a copy of this Ordinance shall be forwarded to the Tax Assessor for Jefferson County, Alabama.

5. That there is excluded from the property annexed pursuant to this Ordinance any portion of the property described herein which may be found to be the property of any person, firm or corporation other than the petitioner (or predecessor) or which may be found to lie in an area more than one-half the distance between the old corporate limits of the City of Bessemer, Alabama, and the corporate limits of any other municipality and within an overlapping police jurisdiction of the City of Bessemer, Alabama, and any police jurisdiction of any municipality.

6. That a copy of this Ordinance shall be published in a newspaper of general circulation in the City of Bessemer, Alabama.

ADOPTED this the 3rd day of March 2020.

Councilor Thigpen made a motion to consider the ordinance. Councilor Matthews

seconded the motion and upon roll call the following votes were recorded: Ayes:

Councilors Alexander, Collier, Marshall, Matthews, Thigpen, Crusoe and Donald Nays:

None: The motion carried.

Councilor Thigpen made a motion to adopt the ordinance. Councilor Matthews seconded the motion and upon roll call the following votes were recorded: Ayes: Councilors Alexander, Collier, Marshall, Matthews, Thigpen, Crusoe and Donald Nays: None: The motion carried.

The following ordinance was presented to the council.

ORDINANCE NO. 3600

FLOOD DAMAGE PREVENTION ORDINANCE

REPLACING CITY OF BESSEMER ORDINANCE NO. 3492

ARTICLE 1

Statutory Authorization, Findings of Fact, Purpose and Objectives

SECTION A **STATUTORY AUTHORIZATION**

The Legislature of the State of Alabama has in Title 11, Chapter 19, Sections 1-24, Chapter 45, Sections 1-11, Chapter 52, Sections 1-84, and Title 41, Chapter 9, Section 166 of the Code of Alabama, 1975, authorized local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City Council, of The City of Bessemer, Alabama, does ordain as follows:

SECTION B **FINDINGS OF FACT**

The flood hazard areas of the City of Bessemer, Alabama are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood relief and protection, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

- (1) These flood losses are caused by the occupancy in flood hazard areas of uses vulnerable to floods, which are inadequately elevated, flood proofed, or otherwise unprotected from flood damages, and by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities.

SECTION C **STATEMENT OF PURPOSE**

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (2) restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion;
- (3) control filling, grading, dredging and other development which may increase flood damage or erosion;
- (4) prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands; and

- (5) control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters.

SECTION D OBJECTIVES

The objectives of this ordinance are:

- (1) to protect human life and health;
- (2) to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (3) to help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas,
- (4) to minimize expenditure of public money for costly flood control projects;
- (5) to minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (6) to minimize prolonged business interruptions, and
- (7) to ensure that potential home buyers are notified that property is in a flood area.

ARTICLE 2

GENERAL PROVISIONS

SECTION A LANDS TO WHICH THIS ORDINANCE APPLIES

This ordinance shall apply to all Areas of Special Flood Hazard within the jurisdiction of the City of Bessemer, Alabama.

SECTION B BASIS FOR AREA OF SPECIAL FLOOD HAZARD

The Areas of Special Flood Hazard identified by the Federal Emergency Management Agency in its Flood Insurance Study (FIS), dated September 3, 2010, with accompanying maps and other supporting data and any revision thereto, are adopted by reference and declared a part of this ordinance. For those land areas acquired by a municipality through annexation, the current effective FIS and data for Jefferson County are hereby adopted by reference. Areas of Special Flood Hazard may also include those areas known to have flooded historically or defined through standard engineering analysis by governmental agencies or private parties but not yet incorporated in the FIS.

When Preliminary Flood Insurance Studies and Flood Insurance Rate Maps have been provided by FEMA to the City of Bessemer:

- (1) Prior to the issuance of a Letter of Final Determination (LFD) by FEMA, the use of the preliminary flood hazard data shall only be required where no base flood elevations and/or floodway areas exist or where the preliminary base flood elevations or floodway area exceed the base flood elevations and/or floodway widths in the effective flood hazard data provided by FEMA. Such preliminary data may be subject to revision through valid appeals.
- (2) Upon the issuance of a Letter of Final Determination (LFD) by FEMA, the revised flood hazard data shall be used and replace all previously effective flood hazard data provided by FEMA for the purposes of administering these regulations.

Where adopted regulatory standards conflict, the more stringent base flood elevation shall prevail. Preliminary FIS data may be subject to change by a valid appeal.

SECTION C ESTABLISHMENT OF A FLOODPLAIN DEVELOPMENT PERMIT

A Development Permit shall be required in conformance with the provisions of this ordinance PRIOR to the commencement of any development activities in identified areas of special flood hazard and community flood hazard areas within the City of Bessemer.

SECTION D COMPLIANCE

No structure or land shall hereafter be located, extended, converted or altered without full compliance with the terms of this ordinance and other applicable regulations.

SECTION E ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing ordinance, easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F INTERPRETATION

In the interpretation and application of this ordinance all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body, and (3) deemed neither to limit nor repeal any other powers granted under state statutes.

SECTION G WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur; flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the City of Bessemer or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

SECTION H PENALTIES FOR VIOLATION

- (1) **Notice of Violation.** If the City of Bessemer determines that an applicant or other responsible person has failed to comply with the terms and conditions of a permit, or the provisions of this ordinance, it shall issue a written notice of violation, by certified return receipt mail, to such applicant or other responsible person. Where the person is engaged in activity covered by this ordinance without having first secured a permit, the notice shall be served on the owner or the responsible person in charge of the activity being conducted on the site. The notice of violation shall contain:
- (a) The name and address of the owner or the applicant or the responsible person;
 - (b) The address or other description of the site upon which the violation is occurring;
 - (c) A statement specifying the nature of the violation;
 - (d) A description of the remedial measures necessary to bring the action or inaction into compliance with the permit or this ordinance and the date for the completion of such remedial action;
 - (e) A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed, and;
 - (f) A statement that the determination of violation may be appealed to the Zoning Board of Adjustment by filing a written notice of appeal within ten (10) days after the notice of violation (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24-hour notice shall be sufficient).

- (2) **Additional Enforcement Actions.** If the remedial measures described in the Notice of Violation have not been completed by the date set forth for such completion in the Notice of Violation, any one or more of the following enforcement actions may be enacted against the person to whom the Notice of Violation was directed. Before taking any of the following actions or imposing any of the following penalties, the City of Bessemer shall first notify the applicant or other responsible person in writing of its intended action. The City of Bessemer shall provide reasonable opportunity, of not less than ten days (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24-hour notice shall be sufficient) to cure such violation. In the event the applicant or other responsible person fails to cure such violation after such notice and cure period, the City of Bessemer may take or impose any one or more of the following enforcement actions or penalties:
- (a) **Stop Work Order:** The City of Bessemer may issue a stop work order, which shall be served on the applicant or other responsible person. The stop work order shall remain in effect -until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to cure such violation or violations.
 - (b) **Termination of water service and/or withhold or revoke Certificate of Occupancy:** The City of Bessemer may terminate utilities and/or refuse to issue and/or revoke a certificate of occupancy for the building or other improvements and/or repairs conducted or being conducted on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein.
 - (c) **Suspension, revocation, or modifications of permit:** The City of Bessemer may suspend, revoke, or modify the permit authorizing the development project. A suspended, revoked, or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated (upon such conditions as The City of Bessemer may deem necessary) to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.
 - (d) **Citations for Violation of Ordinance:** In addition to the administrative remedies described in paragraph (a) – (c) of this section; the Building Inspections Officer shall have the authority to cite the applicant or responsible person with a citation to appear in Municipal Court as provided for in Section 18-9 of the Code of Ordinances of the City of Bessemer.
 - (e) **Penalties for Violation:** Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than {\$500.00}\$500.00 or imprisoned for not more than {30}180 days or both, and in addition, shall pay all costs and expenses involved in the case:. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Bessemer {Community} from taking such other lawful actions as is necessary to prevent or remedy any violation.
 - (f) **Section 1316 Declaration:** Section 1316 of the National Flood Insurance Act authorizes FEMA to deny flood insurance to a property declared by the State, County, or Municipal government to be in violation of the local floodplain management ordinance. A Section 1316 declaration shall be used when all other legal means to remedy a violation have been exhausted and the structure is noncompliant. Once invoked, the

property's flood insurance coverage will be terminated and no new or renewal policy can be issued; no flood insurance claim can be paid on any policy on the property, and disaster assistance will be denied.

The declaration must be in writing (letter or citation), from The City of Bessemer to the property owner and the applicable FEMA Regional Office, and must contain the following items:

- i. The name(s) of the property owner(s) and address or legal description of the property sufficient to confirm its identity and location;
- ii. A clear and unequivocal declaration that the property is in violation of a cited State or local law, regulation or ordinance;
- iii. A clear statement that the public body making the declaration has authority to do so and a citation to that authority;
- iv. Evidence that the property owner has been provided notice of the violation and the prospective denial of insurance; and
- v. A clear statement that the declaration is being submitted pursuant to section 1316 of the National Flood Insurance Act of 1968, as amended.

If a structure that has received a Section 1316 declaration is made compliant with the City of Bessemer's floodplain management ordinance, then the Section 1316 declaration can be rescinded by the City of Bessemer and flood insurance eligibility restored.

- (3) **Administrative appeal; judicial review.** Any person receiving a Notice of Violation may appeal the determination of the City of Bessemer, including but not limited to the issuance of a stop work order, the assessment of an administratively-imposed monetary penalty, the suspension, revocation, modification, or grant with condition of a permit by the City of Bessemer upon finding that the holder is in violation of permit conditions, or that the holder is in violation of any applicable ordinance or any of the City of Bessemer's rules and regulations, or the issuance of a notice of bond forfeiture.

The Notice of Appeal must be in writing and must be received within ten (10) days from the date of the Notice of Violation. A hearing on the appeal shall take place within thirty days from the date of receipt of the Notice of Appeal by the Floodplain Administrator.

- (4) All appeals shall be heard and decided by the City of Bessemer's designated Appeal Board, which shall be the City of Bessemer Zoning Board of Adjustment, or their designees. The Appeal Board shall have the power to affirm, modify, or reject the original penalty, including the right to increase or decrease the amount of any monetary penalty and the right to add or delete remedial actions required for correction of the violation and compliance with the City of Bessemer's flood damage prevention ordinance, and any other applicable local, state, or federal requirements. The decision of the Appeal Board shall be final.
- (5) A judicial review can be requested by any person aggrieved by a decision or order of the City of Bessemer, after exhausting his/her administrative remedies. They shall have the right to appeal de novo to the Circuit Court of Jefferson County, Alabama, Bessemer Division, as provided in Section 11-52-80, et seq., Code of Alabama(1975).

SECTION I

SAVINGS CLAUSE

If any section, subsection, sentence, clause, phrase, or word of this ordinance is for any reason held to be noncompliant with 44 Code of Federal Regulation 59-78, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION J

REPEALER

Ordinance No. 3492 of the City of Bessemer, Alabama is hereby repealed. This Repealer shall not, however, effect, terminate, or preclude any rights, duties, requirements or terms which arose or existed while said Ordinance was in effect, all of which are specifically preserved.

ARTICLE 3

ADMINISTRATION

SECTION A DESIGNATION OF FLOODPLAIN ADMINISTRATOR

The Building Inspection Officer is hereby appointed to administer and implement the provisions of this ordinance.

SECTION B PERMIT PROCEDURES

Application for a Development Permit shall be made to the Floodplain Administrator on forms furnished by the City of Bessemer PRIOR to any development activities, and may include, but not be limited to, the following: Plans in duplicate drawn to scale showing the elevations of the area in question and the nature, location, dimensions, of existing or proposed structures, fill placement, storage of materials or equipment, and drainage facilities.

Specifically, the following procedures and information are required for all projects in the Special Flood Hazard Areas within the jurisdiction of the City of Bessemer:

(1) Application Stage

Plot plans are to include:

- (a) The Base Flood Elevation (BFE) where provided as set forth in Article 2, Section B; Article 4, Section C; or Article 5, Section D;
- (b) Boundary of the Special Flood Hazard Area and floodway(s) as delineated on the FIRM or other flood map as determined in Article 2, Section B;
- (c) Flood zone designation of the proposed development area as determined on the FIRM or other flood map as determined in Article 2, Section B;
- (d) Elevation in relation to mean sea level (or highest adjacent grade) of the regulatory lowest floor level, including basement, of all proposed structures;
- (e) Elevation in relation to mean sea level to which any non-residential structure will be flood proofed;
- (f) Design certification from a registered professional engineer or architect that any proposed non-residential flood-proofed structure will meet the flood-proofing criteria of Article 4, Sections B(2) and E(2);
- (g) A Foundation Plan, drawn to scale, that shall include details of the proposed foundation system to ensure all provisions of this ordinance are met. These details include, but are not limited to, the proposed method of elevation (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls) and description of any flood openings required in accordance with Article 4, Sections B(1), B(3), D(7), and E(1) when solid foundation perimeter walls are used.
- (h) Usage details of any enclosed areas below the lowest floor shall be described.
- (i) Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage.
- (j) Description of the extent to which any watercourse will be altered or relocated as a result of a proposed development including current and proposed locations of the watercourse. An engineering report shall be provided on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream. The affected properties shall be depicted on a map or on the plot plan.
- (k) Certification of the plot plan by a licensed professional engineer or surveyor in the State of Alabama is required.

(2) Construction Stage

For all new construction and substantial improvements, the permit holder shall provide to the Floodplain Administrator an as-built certification of the regulatory floor elevation or flood-

proofing level using appropriate FEMA elevation or floodproofing certificate immediately after the lowest floor or flood proofing is completed.

- (a) When flood proofing is utilized for non-residential structures, said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same.
- (b) Any work undertaken prior to submission of these certifications shall be at the permit holder's risk.
- (c) The Floodplain Administrator shall review the above referenced certification data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being allowed to proceed. Failure to submit certification or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.
- (d) The Floodplain Administrator shall make periodic inspections of projects during construction throughout the Special Flood Hazard Areas within the jurisdiction of the City of Bessemer to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. Members of his or her inspections/engineering department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.
- (e) The Floodplain Administrator may revoke and require the return of the floodplain development permit by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable State or local law may also be revoked.
- (f) In any lot or lots/areas that will be or have been removed from the special flood hazard area utilizing a Letter of Map Revision Based on Fill (LOMR-F), the top of fill level must meet the City of Bessemer's freeboard elevation at that location. If the top of fill level is below the freeboard elevation, all new structures, additions to existing buildings or substantial improvement must meet the required City of Bessemer freeboard elevation.

(3) Finished Construction

Upon completion of construction, a FEMA elevation certificate (FEMA Form 81-31), which depicts all finished construction elevations, is required to be submitted to the Floodplain Administrator prior to issuance of a Certificate of Occupancy.

- (a) If the project includes a floodproofing measure, a FEMA floodproofing certificate is required to be submitted by the permit holder to the Floodplain Administrator.
- (b) The Floodplain Administrator shall review the certificate(s) data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy Issuance.
- (c) In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.
- (d) Documentation regarding completion and compliance with the requirements stated in the permit application and with Article 3, Section B(1) of this ordinance shall be provided to the local Floodplain Administrator at the completion of construction or records shall be maintained throughout the Construction Stage by inspectors for the Floodplain Administrator. Failure to provide the required documentation shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.
- (e) All records that pertain to the administration of this ordinance shall be maintained and made available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.

SECTION C

DUTIES AND RESPONSIBILITIES OF THE ADMINISTRATOR

Duties of the Floodplain Administrator shall include, but shall not be limited to:

- (1) Review all development permits to assure that the permit requirements of this ordinance have been satisfied; and assure that development sites are reasonably safe from flooding.
- (2) Review copies of all necessary permits from governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Maintain such permits permanently with floodplain development permit file.
- (3) When Base Flood Elevation data or floodway data have not been provided in accordance with Article 2, Section B then the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, State, or other sources in order to administer the provisions of Article 4.
- (4) Verify and record the actual elevation in relation to mean sea level (or highest adjacent grade) of the regulatory floor level, including basement, of all new construction or substantially improved structures in accordance with Article 3, Section B.
- (5) Verify and record the actual elevation, in relation to mean sea level to which any new or substantially improved structures have been flood-proofed, in accordance with Article 4, Sections B(2) and E(2).
- (6) When flood proofing is utilized for a structure, the Floodplain Administrator shall obtain certification of design criteria from a registered professional engineer or architect in accordance with Article 3, Section B(1)(c) and Article 4, Section B(2) or E(2).
- (7) Notify adjacent communities and the Alabama Department of Natural Resources prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency (FEMA), and the Alabama Department of Economic and Community Affairs/Office of Water Resources/NFIP State Coordinator's Office.
- (8) For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to FEMA and State to ensure accuracy of City of Bessemer flood maps through the Letter of Map Revision process. Assure flood carrying capacity of any altered or relocated watercourse is maintained.
- (9) Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Ordinance.
- (10) All records pertaining to the provisions of this ordinance shall be maintained in the office of the Floodplain Administrator and shall be open for public inspection.
- (11) In addition, the Floodplain Administrator and his or her designated staff is hereby authorized and directed to enforce the provisions of this ordinance. The Administrator is further authorized to render interpretations of this ordinance, which are consistent with its spirit and purpose.
 - (a) Right of Entry

- i. Whenever necessary to make an inspection to enforce any of the provisions of this ordinance, or whenever the Administrator has reasonable cause to believe that there exists in any building or upon any premises any condition or ordinance violation which makes such building, structure or premises unsafe, dangerous or hazardous, the Administrator may enter such building, structure or premises at all reasonable times to inspect the same or perform any duty imposed upon the Administrator by this ordinance.
 - ii. If such building or premises are occupied, the Administrator shall first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of such building or premises.
 - iii. If entry is refused, the Administrator shall have recourse to every remedy provided by law to secure entry.
 - iv. When the Administrator shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Administrator for the purpose of inspection and examination pursuant to this ordinance.
- (b) **Stop Work Orders**
- i. Upon notice from the Administrator, work on any building, structure or premises that is being performed contrary to the provisions of this ordinance shall immediately cease.
 - ii. Such notice shall be in writing and shall be given to the owner of the property, or to his or her agent, or to the person doing the work, and shall state the conditions under which work may be resumed.
- (c) **Revocation of Permits**
- i. The Administrator may revoke a permit or approval, issued under the provisions of this ordinance, in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.
 - ii. The Administrator may revoke a permit upon determination that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the structure for which the permit was issued is in violation of, or not in conformity with, the provisions of this ordinance.

ARTICLE 4

PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A

GENERAL STANDARDS

In ALL Areas of Special Flood Hazard the following provisions are required:

- (1) Require copies of all necessary permits from governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Maintain such permits be on file.
- (2) New construction and substantial improvements of existing structures shall be anchored to prevent flotation, collapse and lateral movement of the structure.
- (3) New construction and substantial improvements of existing structures shall be constructed with materials and utility equipment resistant to flood damage.
- (4) New construction and substantial improvements of existing structures shall be constructed by methods and practices that minimize flood damage:
 - (a) All subdivision proposals shall be consistent with the need to minimize flood damage;
 - (b) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
 - (c) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.

- (5) All heating and air conditioning equipment and components, all electrical, ventilation, plumbing, and other service facilities shall be designed and/or located to prevent water from entering or accumulating within the components during conditions of flooding.
- (6) Manufactured homes shall be anchored to prevent flotation, collapse, and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable State requirements for resisting wind forces.
- (7) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
- (8) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
- (9) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (10) Any alteration, repair, reconstruction or improvement to a structure which is not compliant with the provisions of this ordinance, shall be undertaken only if the non- conformity is not furthered, extended or replaced.
- (11) Proposed new construction and substantial improvements that are partially located in an area of special flood hazard shall have the entire structure meet the standards for new construction.
- (12) Proposed new construction and substantial improvements that are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple base flood elevations shall have the entire structure meet the standards for the most hazardous flood hazard risk zone and the highest base flood elevation.

SECTION B **SPECIFIC STANDARDS**

In ALL Areas of Special Flood Hazard designated as A1-30, AE, AH, A (with engineered or estimated base flood elevation), the following provisions are required:

- (1) **Residential and Non-residential Structures** - Where base flood elevation data is available, new construction and substantial improvement of any structure or manufactured home shall have the lowest floor, including basement, elevated no lower than two feet above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section B(3).
- (2) **Non-Residential Structures** - New construction and substantial improvement of any non-residential structure located in A1-30, AE, or AH zones, may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to one (1) foot above the base flood elevation, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and in Article 3, Section C(6).

Dry floodproofing is allowed only where flood velocities are less than or equal to five feet per second. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A Flood Emergency Operation Plan and an Inspection and Maintenance Plan must be provided by the design professional for the building. Such certification shall be provided to the Floodplain Administrator.

- (3) **Enclosures for Elevated Buildings** - All new construction and substantial improvements of existing structures that include ANY fully enclosed area below the base flood elevation, located below the lowest floor formed by the foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of flood waters.
- (a) Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:
 - (i) Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding (if a structure has more than one enclosed area below the base flood elevation, each shall have openings on exterior walls);
 - (ii) The bottom of all openings shall be no higher than one foot above grade; and
 - (iii) Openings may be equipped with screens, louvers, valves and other coverings and devices provided they permit the automatic flow of floodwater in both directions.
 - (b) So as not to violate the "Lowest Floor" criteria of this ordinance, the unfinished or flood resistant enclosure shall only be used for parking of vehicles, limited storage of maintenance equipment used in connection with the premises, or entry to the elevated area.
 - (c) The interior portion of such enclosed area shall not be partitioned or finished into separate rooms. All interior walls, ceilings and floors below the base flood elevation shall be unfinished and/or constructed of flood resistant materials.
 - (d) Mechanical, electrical or plumbing devices shall not be installed below the Base Flood Elevation. The interior portion of such enclosed area(s) shall be void of utilities except for essential lighting and power as required.
 - (e) Property owners shall be required to execute a flood openings/venting affidavit acknowledging that all openings will be maintained as flood vents, and that the elimination or alteration of the openings in any way will violate the requirements for enclosures below the base flood elevation. Periodic inspections will be conducted by the Floodplain Administrator to ensure compliance.
 - (f) Property owners shall agree, certify, and declare to the following conditions and restrictions placed on the affected property as a condition for granting a permit. A binding agreement, referred to as a Non-conversion Agreement, is required to be executed and recorded with the Deed. It shall obligate the Owner to the following terms and conditions:
 - (i) That the enclosed area(s) shall remain fully compliant with all parts of the section **Enclosures for Elevated Buildings** of this Ordinance unless otherwise modified to be fully compliant with the applicable sections of the Flood Damage Prevention Ordinance in effect at the time of conversion.
 - (ii) A duly appointed representative of the City of Bessemer is authorized to enter the property for the purpose of inspecting the exterior and interior of the enclosed area to verify compliance with the Agreement and Permit.
 - (iii) The City of Bessemer may take any appropriate legal action to correct any violation pertaining to the Agreement and the subject Permit.

- (4) **Standards for Manufactured Homes and Recreational Vehicles** - Where base flood elevation data are available:

- (a) All manufactured homes placed and substantially improved on:
 - (i) individual lots or parcels,

- (ii) in new or substantially improved manufactured home parks or subdivisions,
 - (iii) in expansions to existing manufactured home parks or subdivisions, or
 - (iv) on a site in an existing manufactured home park or subdivision where a manufactured home has incurred "substantial damage" as the result of a flood, must have the lowest floor including basement elevated no lower than two feet above the base flood elevation.
 - (b) Manufactured homes placed and substantially improved in an existing manufactured home park or subdivision may be elevated so that either:
 - (i) the lowest floor of the manufactured home is elevated no lower than two feet above the level of the base flood elevation, or
 - (ii) where no Base Flood Elevation exists, the manufactured home chassis and supporting equipment is supported by reinforced piers or other foundation elements of at least equivalent strength and a maximum of 60 inches (five feet) above grade and must meet the standards of Article 4, Section D(5).
 - (c) All Manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
 - (d) All recreational vehicles placed on sites must either:
 - (i) be on the site for fewer than 180 consecutive days, fully licensed and ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions; or
 - (ii) the recreational vehicle must meet all the requirements for "New Construction," including the anchoring and elevation requirements of Article 4, Section B, provisions (3)(a) and (3)(c).
- (5) Require, until a regulatory floodway is designated, that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the City of Bessemer FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the City of Bessemer.
- (6) Accessory Structures (also referred to as appurtenant structures) – This provision generally applies to new and substantially improved accessory structures. When an accessory structure complies with all other provisions of this ordinance (including floodway encroachment), represents a minimal investment (less than \$1000) and meets the requirements outlined below, these structures may be wet-floodproofed and do not have to be elevated or dry floodproofed.

Accessory structures include, but are not limited to, residential structures such as detached garages, storage sheds for garden tools or woodworking, gazebos, picnic pavilions, boathouses, small pole barns, and similar buildings. The following provisions apply to accessory structures built below the base flood elevation:

- (a) A permit shall be required prior to construction or installation.
- (b) Must be low value (less than \$1000) and not be used for human habitation.
- (c) Use must be restricted to parking of personal vehicles or limited storage (low-cost items that cannot be conveniently stored in the principal structure).
- (d) Must be designed with an unfinished interior and constructed with flood damage-resistant materials below the BFE.
- (e) Must be adequately anchored to prevent flotation, collapse, or lateral movement.
- (f) Must have adequate flood openings as described in Article 4, Section A (5) and be designed to otherwise have low flood damage potential.
- (g) Shall be constructed and placed on the building site to offer the minimum resistance to the flow of floodwaters.
- (h) Any mechanical and other utility equipment in the structure must be elevated to or above the BFE or must be floodproofed.
- (i) Under limited circumstances communities may issue variances to permit construction of wet-floodproofed accessory structures. Communities should not grant variances to

entire subdivisions for accessory structures, especially detached garages. Variances should only be reviewed and issued on an individual or case-by-case basis and be based on the unique characteristics of the site.

SECTION C **FLOODWAYS**

Located within Areas of Special Flood Hazard established in Article 2, Section B, are areas designated as floodway. A floodway may be an extremely hazardous area due to velocity floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:

- (1) The City of Bessemer shall select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood, without increasing the water surface elevation of that flood more than one foot at any point;
- (2) Encroachments, including fill, new construction, placement of manufactured homes, substantial improvements, and other development, are prohibited.;
- (3) As long as no fill, structures (including additions), or other impediments to flow are added, permissible uses within the floodway may include: lawns, gardens, athletic fields, play areas, picnic grounds, and hiking/biking/horseback riding trails, general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. The uses in this subsection are permissible only if and to the extent that they do not cause any increase in flood levels during the base flood discharge.

SECTION D **BUILDING STANDARDS FOR STREAMS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS (APPROXIMATE A-ZONES)**

Located within the Areas of Special Flood Hazard established in Article 2, Section B, where streams exist but no base flood data have been provided (Approximate A-Zones), the following provisions apply:

- (1) Base flood elevation data shall be provided for subdivision proposals and all other proposed development, including manufactured home parks and subdivisions, greater than fifty (50) lots or five (5) acres, whichever is the lesser.
- (2) When base flood elevation data or floodway data have not been provided in accordance with Article 2, Section B then the Floodplain Administrator shall obtain, review, and reasonably utilize any scientific or historic Base Flood Elevation and floodway data available from a Federal, State, or other source, in order to administer the provisions of Article 4. ONLY if data are not available from these sources, then Article 4, Section D, provisions (5) and (6) shall apply:
- (3) No encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty-five feet, whichever is greater, measured from the top of the stream bank, unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- (4) All development in Zone A must meet the requirements of Article 4, Section A and Section B (1) through B (4).

- (5) In special flood hazard areas without base flood elevation data, new construction and substantial improvements of existing structures shall have the lowest floor (for the lowest enclosed area; including basement) elevated no less than three (3) feet above the highest adjacent grade. If the requirement as set forth in Article 4, Section B(1) and (2) require the lowest floor to be elevated no less than two feet above the base flood elevation, then the structure for this condition shall be elevated no less than five (5) feet above the highest adjacent grade.
- (6) In the absence of a base flood elevation, a manufactured home must also meet the elevation requirements of Article 4, Section B(4)(b)(ii) in that the structure must be elevated to a maximum of 60 inches (5 feet).
- (7) Openings sufficient to facilitate automatic equalization of flood water hydrostatic forces on exterior walls shall be provided in accordance with standards of Article 4, Section B(3)(a). The Floodplain Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.
- (8) Fill within the area of special flood hazard shall result in no net loss of natural floodplain storage. The volume of loss of floodwater storage due to filling in the special flood hazard area shall be offset by providing an equal volume of flood storage by excavation or other compensatory measures at or adjacent to the development site. Any excavation or other measures taken for compensatory storage shall be properly designed to provide protection against erosion or overgrowth of vegetation in order to preserve the storage volume. Proper maintenance measures shall also be undertaken to ensure the intended storage volume remains in perpetuity.

SECTION E **STANDARDS FOR AREAS OF SHALLOW FLOODING (AO ZONES)**

Areas of Special Flood Hazard established in Article 2, Section B may include designated "AO" shallow flooding areas. These areas have base flood depths of one to three feet (1'-3') above ground, with no clearly defined channel. The following provisions apply:

- (1) All new construction and substantial improvements of residential and nonresidential structures shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM) plus two feet of freeboard. If no depth number is specified, the lowest floor, including basement, shall be elevated at least three (3) feet above the highest adjacent grade. Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section B (3), "Enclosures for Elevated Buildings".
- The Floodplain Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.
- (2) New construction and the substantial improvement of a non-residential structure may be flood-proofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to the specified flood level in Article 4, Section E(1) or three (3) feet (if no depth number is specified), above highest adjacent grade, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and as required in Article 3, Section B(1)(c) and (2).
- (3) Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

SECTION F **STANDARDS FOR SUBDIVISIONS**

- (1) All subdivision proposals shall be consistent with the need to minimize flood damage.
- (2) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.
- (3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards, and;
- (4) Base flood elevation data shall be provided for all new subdivision proposals and other proposed development (including manufactured home parks and subdivisions), which is greater than fifty lots or five acres; whichever is the lesser.
- (5) All preliminary plans for platted subdivisions shall identify the flood hazard area and the elevation of the base flood with reference to the FIRM Number and effective date.
- (6) All final subdivision plats will provide the boundary of the special flood hazard area, the floodway boundary, and the base flood elevations with reference to the FIRM Number and effective date.

SECTION G CRITICAL FACILITIES

Construction of new and substantially improved critical facilities shall be located outside the limits of the special flood hazard area (one percent annual chance floodplain). Construction of new critical facilities shall be permissible within the SFHA only if no feasible alternative site is available and access to the facilities remains available during a 0.2 percent chance flood.

- (1) Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet above the base flood elevation at the site (or to the 0.2 percent chance flood elevation whichever is greater).
- (2) Flood proofing and sealing measures must be implemented to ensure that any and all on-site toxic substances will not be displaced by or released into floodwaters.
- (3) Multiple access routes, elevated to or above the 0.2 percent flood elevation, shall be provided to all critical facilities to the maximum extent possible.
- (4) Critical facilities must be protected to or above the 0.2 percent chance flood and must remain operable during such an event.
 - a. The City of Bessemer's flood response plan must list facilities considered critical in a flood.
 - b. Other facilities in low risk flood zones that may also be needed to support flood response efforts must be included on the critical facility list.
- (5) The use of any structure shall not be changed to a critical facility, where such a change in use will render the new critical facility out of conformance with this section.

ARTICLE 5

VARIANCE PROCEDURES

SECTION A DESIGNATION OF VARIANCE AND APPEALS BOARD

The Zoning Board of Adjustment as established by the City of Bessemer shall hear and decide requests for appeals or variance from the requirements of this ordinance.

SECTION B

DUTIES OF BOARD

The Board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Floodplain Administrator in the enforcement or administration of this ordinance. Any person aggrieved by the decision of the Zoning Board of Adjustment may appeal such decision to the Circuit Court of Jefferson County, Alabama, Bessemer Division, as provided in Section 11-52-80, et seq., Code of Alabama(1975).

SECTION C

VARIANCE PROCEDURES

In reviewing requests for variance, the Zoning Board of Adjustment shall consider all technical evaluations, relevant factors, and standards specified in other sections of this ordinance, and:

- (1) Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this Article are met, no reasonable alternative exists, the development is protected by methods that minimize flood damage during the base flood, and it creates no additional threats to public safety.
- (2) Variances shall not be issued within any designated floodway if ANY increase in flood levels during the base flood discharge would result.
- (3) The evaluation must be based on the characteristics unique to that property and not be shared by adjacent parcels. The characteristics must pertain to the land itself, not to the structure, its inhabitants, or its owners.
- (4) Variances should never be granted for multiple lots, phases of subdivisions, or entire subdivisions.
- (5) The danger of life and property due to flooding or erosion damage including materials that may be swept onto other lands to the injury of others.
- (6) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and the City of Bessemer.
- (7) The safety of access to the property during flood conditions for daily traffic and emergency vehicles.
- (8) The importance of the services provided by the proposed facility to the City of Bessemer.
- (9) The necessity of the facility to be at a waterfront location, where applicable.
- (10) The compatibility of the proposed use with existing and anticipated development based on the City of Bessemer's comprehensive plan for that area.
- (11) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.
- (12) The costs associated with providing governmental services to the development during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and City of Bessemer infrastructure such as streets, bridges, and culverts.

Upon consideration of factors listed above, and the purpose of this ordinance, the Zoning Board of Adjustment may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

SECTION D

VARIANCES FOR HISTORIC STRUCTURES

Variances may be issued for the repair or rehabilitation of Historic Structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a Historic Structure and the variance is the minimum to preserve the historic character and design of the structure.

SECTION E

CONDITIONS FOR VARIANCES

The provisions of this Ordinance are minimum standards for flood loss reduction, therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

- (1) A variance may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size, contiguous to and surrounded by lots with existing structures constructed below the base flood level, in conformance with the procedures of Sections E(3), E(4), F(1) and F(2) of this Article.
- (2) In the instance of a Historic Structure, a determination is required that the variance is the minimum necessary so as not to destroy the historic character and design of the building.
- (3) A variance shall be issued **ONLY** when there is:
 - (a) A finding of good and sufficient cause;
 - (b) A determination that failure to grant the variance would result in exceptional hardship; and
 - (c) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (4) A variance shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (5) Variances shall not be issued "after the fact."

SECTION F

VARIANCE NOTIFICATION AND RECORDS

- (1) Any applicant to whom a variance is granted shall be given written notice over the signature of a City of Bessemer official that specifies the difference between the base flood elevation and the elevation of the proposed lowest floor and stating that the issuance of such a variance could:
 - a. result in rate increases in the hundreds and possibly thousands of dollars annually depending on structure and site-specific conditions; and
 - b. Increase the risk to life and property resulting from construction below the base flood level.
- (2) The Floodplain Administrator shall maintain a record of all variance actions and appeal actions, including justification for their issuance. Report any variances to the Federal Emergency Management Agency Region 4 and the Alabama Department of Economic and Community Affairs/Office of Water Resources upon request.
- (3) A copy of the notice shall be recorded by the Floodplain Administrator in the Jefferson County Probate Office and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

ARTICLE 6

DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

A Zone means the Area of Special Flood Hazard without base flood elevations determined.

Accessory Structure (also referred to as appurtenant structures) means a structure which is located on the same parcel of property as a principal structure to be insured and the use of which is incidental to the use of the principal structure. They should constitute a minimal initial investment, may not be used for human habitation, and be designed to have minimal flood damage potential. These structures are used solely for parking (two-car detached garages or smaller) or limited storage (small,

low cost storage sheds). They are included under the general definition of structure and are consequently subject to all floodplain management regulations pertaining to structures.

Addition (to an existing building) means any improvement that increases the square footage of a structure. These include lateral additions added to the front, side, or rear of a structure, vertical additions added on top of a structure, and enclosures added underneath a structure. NFIP regulations for new construction apply to any addition that is considered a perimeter expansion or enclosure beneath a structure. If it is a substantial improvement (more than 50% of market value) to a structure, the existing structure will also need to be treated as new construction.

Depending on the flood zone and details of the project, the existing building may not have to be elevated. The determining factors are the common wall and what improvements are made to the existing structure. If the common wall is demolished as part of the project, then the entire structure must be elevated. If only a doorway is knocked through it and only minimal finishing is done, then only the addition must be elevated.

AE Zone means the Area of Special Flood Hazard with base flood elevations determined.

AH Zone means an area of one percent chance of shallow flooding where depths are between one to three feet (usually shallow ponding), with base flood elevations shown.

AO Zone means an area of one percent chance of shallow flooding where depths are between one to three feet (usually sheet flow on sloping terrain), with depth numbers shown.

Appeal means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance.

AR/AE, AR/AH, AR/AO, and AR/A Zones means a flood zone that results from the decertification of a previously accredited flood protection system or levee that is in the process of being restored to provide a one percent chance or greater level of flood protection. After restoration is complete, these areas will still experience residual flooding from other flooding sources.

A99 Zone means that part of the special flood hazard area inundated by the one percent annual chance flood to be protected from the one percent chance flood by a Federal flood protection system or levee under construction, no base flood elevations are determined.

Area of shallow flooding means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with base flood depths from one to three feet, and/or where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

Area of special flood hazard (also see "Special flood hazard area") means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. In the absence of official designation by the Federal Emergency Management Agency, Areas of Special Flood Hazard shall be those designated by the local community and referenced in Article 2, Section B.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year (also referred to as the "one percent chance flood").

Base flood elevation means the computed elevation to which floodwater is anticipated to rise during the base flood. It is also the elevation of surface water resulting from a flood that has a 1% chance of equaling or exceeding that level in any given year. Base Flood Elevations are shown in the FIS and on the Flood Insurance Rate Map (FIRM) for zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, V1-V30 and VE.

Basement means any portion of a building having its floor sub grade (below ground level) on all sides.

Building (also see Structure) means (1) A structure with 2 or more outside rigid walls and a fully secured roof, that is affixed to a permanent site; or (2) a manufactured home (a "manufactured home," also known as a mobile home, is a structure built on a permanent chassis, transported to its site in 1 or more sections, and affixed to a permanent foundation); or (3) a travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the City of Bessemer's floodplain management and building ordinances or laws.

Community means a political entity and/or its authorized agents or representatives that have the authority to adopt and enforce floodplain ordinances for the area under its jurisdiction.

Community Rating System (CRS) means a program developed by the Federal Insurance Administration to provide incentives for those communities in the Regular Program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

Critical facility (aka, critical action) means facilities for which the effects of even a slight chance of flooding would be too great. The minimum floodplain of concern for critical facilities is the 0.2 percent chance flood level. Critical facilities include, but are not limited to facilities critical to the health and safety of the public such as: emergency operations centers, designated public shelters, schools, nursing homes, hospitals, police, fire and emergency response installations, vital data storage centers, power generation and water and other utilities (including related infrastructure such as principal points of utility systems) and installations which produce, use or store hazardous materials or hazardous waste (as defined under the Clean Water Act and other Federal statutes and regulations).

D Zone means an area in which the flood hazard is undetermined.

Dam means any artificial barrier, including appurtenant works, constructed to impound or divert water, waste water, liquid borne materials, or solids that may flow if saturated. All structures necessary to maintain the water level in an impoundment or to divert a stream from its course will be considered a dam.

Development means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials.

Dry Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures, which reduce or eliminate flood damages to real estate or improved real estate property, water, and sanitary facilities, structures, and their contents. Structures shall be floodproofed with a minimum of 12 inches above the base flood elevation (more is recommended). Dry floodproofing of a pre-FIRM residential structure that has not been substantially damaged or improved is allowed. Dry floodproofing of a post-FIRM residential building is not allowed. Non-residential structures may be dry floodproofed in all flood zones except for the Coastal High Hazard Area or the Coastal AE Zone.

Elevated building means a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, pilings, posts, columns, piers, or shear walls.

Elevation Certificate means a FEMA form used as a certified statement that verifies a building's elevation information.

Encroachment means the advance or infringement of uses, plant growth, fill, excavation, buildings, structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

Existing Construction means any structure for which the "start of construction" commenced before June 24, 1980, or before January 1, 1975, for FIRMs effective before that date. Existing construction may also be referred to as existing structures.

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and final site grading or the pouring of concrete pads) is completed before June 24, 1980.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- a. The overflow of inland or tidal waters; or

- b. The unusual and rapid accumulation or runoff of surface waters from any source.
- c. Mudslides which are proximately caused by flooding as described in part "b." of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- d. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually highwater level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in part "a." of this definition.

Flood Hazard Boundary Map (FHBM) means an official map of a community, issued by the Federal Insurance Administration, where the boundaries of areas of special flood hazard have been designated as Zone A.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which the Federal Emergency Management Agency has delineated the areas of special flood hazard and/or risk premium zones applicable to the community.

Flood Insurance Study/ Flood Elevation Study means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide and/or flood-related erosion hazards.

Floodplain means any land area susceptible to being inundated by water from any source.

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

Floodplain management regulations means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power which control development in flood-prone areas. This term describes federal, state, or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

Floodproofing means any combination of structural and nonstructural additions, changes or adjustments to structures, which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitation facilities or structures with their contents.

Floodway (Regulatory Floodway) means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Floodway fringe means that area of the special flood hazard area on either side of the regulatory floodway.

Flood Protection Elevation means the base flood elevation plus the community freeboard. In areas where no base flood elevations exist from any authoritative source, the flood protection elevation can be historical flood elevations or base flood elevations determined and/or approved by the floodplain administrator plus freeboard.

Freeboard means a factor of safety usually expressed in feet above the Base Flood Elevation (BFE) for purposes of floodplain management which tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed. Used to determine the level for a building's lowest floor elevation or level of floodproofing required for compliance with the community's floodplain management regulations.

Functionally dependent facility means a facility which cannot be used for its intended purpose unless it is located or carried out near water. The term includes only docking facilities, port facility that are

necessary for the loading and unloading of cargo or passengers, and shipbuilding, and ship repair facilities. The term does not include long-term storage or related manufacturing facilities.

Hardship (as related to variances of this ordinance) means the exceptional difficulty that would result from a failure to grant the requested variance. The City of Bessemer requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is NOT exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

Highest adjacent grade means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

Historic Structure means any structure that is;

- a. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register:
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district:
- c. Individually listed on a state inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
- d. Individually listed on a local inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
 - i. By an approved state program as determined by the Secretary of the Interior, or
 - ii. Directly by the Secretary of the Interior in states without approved programs.

Letter of Map Change (LOMC) is an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies. LOMC's are broken down into the following categories:

Letter of Map Amendment (LOMA)

An amendment based on technical data showing that a property was incorrectly included in a designated SFHA, was not elevated by fill (only by a natural grade elevation) and will not be inundated by the one percent chance flood. A LOMA amends the current effective FIRM and establishes that a specific property is not located in a SFHA.

Letter of Map Revision (LOMR)

A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the BFE and is, therefore, excluded from the SFHA.

Conditional Letter of Map Revision (CLOMR)

A formal review and comment by FEMA as to whether a proposed project complies with the minimum NFIP floodplain management criteria. A CLOMR does not revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

Levee means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water to provide protection from temporary flooding.

Levee System means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest adjacent grade means the point of the ground level immediately next to a building. This may be the sidewalk, patio, deck support, or basement entryway immediately next to the structure after

the completion of construction. It does not include earth that is placed for aesthetic or landscape reasons around a foundation wall. It does include natural ground or properly compacted fill that comprises a component of a building's foundation system.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of other provisions of this ordinance.

Manufactured home means a building, transportable in one or more section, built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term also includes park trailers, travel trailers, and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property.

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value means the property value (as agreed between a willing buyer and seller), excluding the value of land as established by what the local real estate market will bear. Market value can be established by independent certified appraisal; replacement cost depreciated by age of building (Actual Cash Value); or adjusted assessed values.

Mean Sea Level means the average height of the sea for all stages of the tide. It is used as a reference for the base flood elevations shown on a community's Flood Insurance Rate Map (FIRM). For purposes of this ordinance, the term is synonymous with National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum.

National Flood Insurance Program (NFIP) means the federal program that makes flood insurance available to owners of property in participating communities nationwide through the cooperative efforts of the Federal Government and the private insurance industry.

National Geodetic Vertical Datum (NGVD) means as corrected in 1929 is a vertical control used as a reference for establishing varying elevations within the floodplain.

New construction means ANY structure (see definition) for which the "start of construction" commenced after June 24, 1980 and includes any subsequent improvements (including additions) to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after June 24, 1980.

Non-Residential means, but is not limited to; small business concerns, churches, schools, farm buildings (including grain bins and silos), pool houses, clubhouses, recreational buildings, mercantile structures, agricultural and industrial structures, warehouses, and hotels and motels with normal room rentals for less than 6 months duration.

North American Vertical Datum (NAVD) of 1988 means a vertical control, corrected in 1988, used as a reference for establishing varying elevations within the floodplain.

Obstruction means, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channel construction, bridge, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

One Percent Flood (aka 100-Year Flood) is the flood that has a one percent chance of being equaled or exceeded in any given year. Any flood zone that begins with the letter A or V is subject to inundation by the one percent chance flood. Over the life of a 30-year loan, there is a 26-percent chance of experiencing such a flood within the SFHA.

Participating Community is any community that voluntarily elects to participate in the NFIP by adopting and enforcing floodplain management regulations that are consistent with the standards of the NFIP.

Post-FIRM Construction means new construction and substantial improvements for which start of construction occurred after December 31, 1974, or on or after the effective date of the Initial FIRM of the community, whichever is later.

Pre-FIRM Construction means new construction and substantial improvements for which start of construction occurred on or before December 31, 1974, or before the effective date of the initial FIRM of the community, whichever is later.

Probation means an action taken by FEMA to formally notify participating communities of the first of the two NFIP sanctions due to their failure to correct violations and deficiencies in the administration and enforcement of the local floodplain management regulations.

Public safety and nuisance means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

Recreational vehicle means a vehicle which is:

- a. Licensed and titled as a recreational vehicle or park model;
- b. Built on a single chassis;
- c. 400 square feet or less when measured at the largest horizontal projection;
- d. Has no attached deck, porch, or shed;
- e. Has quick-disconnect sewage, water, and electrical connectors;
- f. Designed to be self-propelled or permanently towable by a light duty truck; and
- g. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regular Program means the second phase of the community's participation in the NFIP in which second layer coverage is available based upon risk premium rates only after FEMA has completed a flood risk study for the community.

Regulatory floodway see Floodway.

Remedy a violation means to bring the structure or other development into compliance with State or local floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing Federal financial exposure regarding the structure or other development.

Repetitive Loss means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damages occurred.

Repetitive Loss Property means any insurable structure for which two or more claims of more than \$1,000 were paid by the National Flood Insurance Program (NFIP) within any rolling 10-year period, since 1978. At least two of the claims must be more than ten (10) days apart but, within ten years of each other. A repetitive loss property may or may not be currently insured by the NFIP.

Section 1316 means no new flood insurance policy or federal disaster assistance shall be provided for any property which the Administrator finds has been declared by a duly constituted State or local zoning authority or other authorized public body, to be in violation of State or local laws, regulations or ordinances which are intended to discourage or otherwise restrict land development or occupancy in floodprone areas. If the structure is made compliant with the applicable community's floodplain management ordinance, then the Section 1316 declaration can be rescinded by the community and flood insurance and disaster assistance eligibility restored.

Severe Repetitive Loss Structure means any insured property that has met at least one of the following paid flood loss criteria since 1978, regardless of ownership:

- a. Four or more separate claim payments of more than \$5,000 each (including building and contents payments); or
- b. Two or more separate claim payments (building payments only) where the total of the payments exceeds the current market value of the property.

In either case, two of the claim payments must have occurred within ten years of each other. Multiple losses at the same location within ten days of each other are counted as one loss, with the payment amounts added together.

Special flood hazard area (SFHA) means that portion of the floodplain subject to inundation by the base flood and/or flood-related erosion hazards as shown on a FHBM or FIRM as Zones A, AE, AH, AO, AR, AR/AE, AR/AO, AR/AH, AR/A, A99, or VE.

Start of construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)) means the date the development or building permit was issued (includes substantial improvement), provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of the structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation, and includes the placement of a manufactured home on a foundation.

"Permanent construction" does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of buildings appurtenant to the permitted structure, such as garages or sheds not occupied as dwelling units or part of the main structure. (NOTE: accessory structures are NOT exempt from any ordinance requirements). For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means a walled and roofed building, including a liquid or gas storage tank, that is principally above ground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to it before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Substantial damage also means flood related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damages occurred.

Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "repetitive loss" or "substantial damage", regardless of the actual repair work performed. The market value of the building should be (1) the appraised value of the structure prior to the start of the initial repair or improvement, or (2) in the case of damage, the value of the structure prior to the damage occurring.

For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether that alteration affects the external dimensions of the building. The term does not, however, include either:

- a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or;

- b. Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

Substantially improved existing manufactured home parks or subdivisions is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

Suspension means the removal, with or without probation, of a participating community from the NFIP because the community failed to adopt and enforce the compliant floodplain management regulations required for participation in the NFIP.

Variance means a grant of relief from the requirements of this ordinance which permits construction in a manner otherwise prohibited by this ordinance.

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in the Code of Federal Regulations (CFR) §44, Sec. 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) and corresponding parts of this ordinance is presumed to be in violation until such time as that documentation is provided.

Watercourse means any flowing body of water including a river, creek, stream, or a branch.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Wet floodproofing means a method of construction which allows water to enter a structure in such a way that will minimize damage to the structure and its contents. Wet floodproofing is appropriate for functionally dependent use and uses that facilitate open space use by variance only, structures utilized for parking or limited storage, or when all other techniques are not technically feasible. Wet floodproofing shall not be utilized as a method to satisfy the requirements of this ordinance for bringing substantially damaged or improved structures into compliance. Wet floodproofing is not allowed in lieu of complying with the lowest floor elevation requirements for new residential buildings.

X Zones (shaded) are areas of 0.2 percent chance flood that are outside of the SFHA subject to the one percent chance flood with average depths of less than one foot, or with contributing drainage area less than one square mile, and areas protected by certified levees from the base flood.

X Zones (unshaded) are areas determined to be outside the 0.2 percent chance floodplain.

Zone means a geographical area shown on a Flood Hazard Boundary Map or a Flood Insurance Rate Map that reflects the severity or type of flooding in the area.

ARTICLE 7

SEVERABILITY

If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

Ordinance adopted on March 3, 2020.

City Engineer Mr. Ron Gilbert of EEFS stated that this ordinance is to update the city's Flood Damage Prevention Ordinance. Mr. Gilbert stated that every 4 to 5 years the state requires cities to update the ordinance. Mr. Gilbert stated that this allows the city to participate in the flood insurance program for people who owns property inside the 100 flood zone.

Councilor Thigpen made a motion to consider the ordinance. Councilor Matthews seconded the motion and upon roll call the following votes were recorded: Ayes: Councilors Alexander, Collier, Marshall, Matthews, Thigpen, Crusoe and Donald Nays: None: The motion carried.

Councilor Thigpen made a motion to adopt the ordinance. Councilor Crusoe seconded the motion and upon roll call the following votes were recorded: Ayes: Councilors Alexander, Collier, Marshall, Matthews, Thigpen, Crusoe and Donald Nays: None: The motion carried.

Councilor Alexander stated that District 2 is having problems with drainage on 8th Avenue from 29th Street to 32nd Street and from 22nd to 29th Street. Councilor Alexander stated that all the drains are backed up and it's overflowing into citizen's yard.

Councilor Marshall stated that a friend of his had concerns about a social media post that depicted Bessemer in a bad light. Councilor Marshall stated that social media can be very positive as well as negative. Councilor Marshall stated that as councilor personnel or employees of the city; we are the face of the city to the whole world as far as social media is concerned and companies that are looking to relocate to Bessemer are checking social media. Councilor Marshall stated that if we have negative vibes out there then these companies are going to look at us in a negative light. Councilor Marshall stated that positive things are what we should be posting on social media.

Councilor Matthews stated that True Worship Missionary Baptist Church on Sunday, February 23rd, 2019 had a Black History Program. Councilor Matthews stated that Busy Bee and Dr. Valeria Oates and her staff did an outstanding job.

Councilor Donald thanks all citizens who came out to District 3's meeting. Councilor Donald stated that the meeting was successful and they had a great Q and A session. Councilor Donald stated that they will have a meeting with Mayor Gulley to pass on the questions that were received.

Councilor Donald stated that as Councilor Marshall said social media can be used as a negative light or a positive light. Councilor Donald stated that we must realize once it

gets out there it cannot be taken back. Councilor Donald stated that as councilors we should be mindful what we place on social media.

Councilor Matthews stated that our street department picks up tons of litter and we still have citizens who continue to litter. Councilor Marshall stated that we should consider giving citations to those who litter.

Councilor Thigpen stated that she wants to piggy back off Councilor Matthews; and yes it's a problem. Councilor Thigpen stated that she was traveling down Morgan Road on yesterday and right there by Advance Mower to the bridge and fire station it floods, and all the trash is washing up into the creek. Councilor Thigpen stated that when it rains again the trash will end up in our water system. Councilor Thigpen stated that even though it is an eye sorer it will eventually become a problem with our drinking water and an environmental problem.

Mayor Gulley stated that whenever we have our community meetings we're going to have to appeal to citizens about littering. Mayor Gulley stated that we cannot pick up enough trash. Mayor Gulley stated that he's seen individuals come out of the city of Hoover and as soon as they cross the welcome to Bessemer sign, they dump trash from their car. Mayor Gulley stated that he took down the tag number and come to find out they were a citizen of Bessemer. Mayor Gulley stated that they had enough respect not to dump trash in Hoover and not for their own city. Mayor Gulley stated that when we have these communities meeting please emphasis to keep Bessemer clean.

Councilor Donald announced citizen's participation and the following citizens appeared before the council.

Mr. Brad Tompkins stated that he has been a member of the Bessemer Development Board for 3 years and he recently submitted a letter asking for reappointment; so he is here today to tell a little about himself. Mr. Tompkins stated that in 1993 he graduated college in Indiana and moved south to Bessemer. Mr. Tompkins stated that in 2008 he started his own business and being a longtime resident of Bessemer he choose to bring his business here. Mr. Tompkins stated that he has worked with Jefferson Traywick who at the time

was on the IDB Board. Mr. Tompkins stated that he is a resident of Bessemer and he wants to see the city get better.

Mr. Jerry Yarbrough 1208 25th Street stated that today is a big election day, Super Tuesday; and he took off a couple of hours to go home because his grandson was sick and his wife had to leave. Mr. Yarbrough stated that while he was there a guy from MSNBC Mr. Termaine Lee was doing an interview and he recognized the location and it was the Bessemer Civic Center. Mr. Yarbrough stated that the interview was viewed nationally and Bessemer looked real good. Mr. Yarbrough stated that whoever put that together did a great job.

Mr. Joshua Harris 1530 11th Avenue North stated that 11th Avenue has a water leak. Mr. Harris stated that personnel have come out but no one has come to fix it. Mr. Harris thanks Chief Roper for his police officer and especially Officer Beer. Mr. Harris stated last weekend they had a break in at the Western Star and a TV was stolen. Mr. Harris stated that both officer and Lieutenant that was there that morning were super fantastic and he just wants to say thanks.

Mr. Seth Holloway 431 Woodland Road stated that he wants to encourage the council to have the Bessemer City Basketball Team here to honor them. Mr. Holloway stated that this is the only time in the school history that they have been to the state championship. Mr. Holloway stated that they were an unranked team and they made it to the state championship and they are ranked #2 in the state.

Councilor Matthews made a motion to adjourn.

Wanda Taylor
City Clerk
City of Bessemer

Presiding Officer

Bessemer, Alabama

April 6, 2020

The Council of the City of Bessemer, Alabama met in regular session via teleconference at the City Hall in said City on Tuesday, April 6, 2020 at 9:00 a.m. Central Time. The meeting was called to order by Council President Cynthia Donald who was Chairman of the meeting. Upon roll call, the following Council members were found to be present: Councilors Kimberly Alexander, Jarvis Collier, Ron Marshall, Jesse Matthews, Donna Thigpen, Latricia Crusoe and Cynthia Donald. Absent: None. City Clerk Wanda D. Taylor stated that a quorum was present and the meeting was opened for the transaction of business.

Memorandum

**From: Cynthia S. Donald, President
City Council of the City of Bessemer, Alabama**

To: City Clerk of the City of Bessemer, Alabama

Date: April 3, 2020

RE: I am hereby calling a Special Meeting of the City Council of the City of Bessemer, Alabama to be held on April 3, 2020 at 9:00 a.m., to consider matters within the Council's authority that are (a) necessary to respond to COVID-19 or (b) necessary to perform essential minimum functions of the governmental body. The meeting will be held by teleconference permitting all members to participate and to hear one another at the same time. Not less than twelve hours following the conclusion of the meeting, the city clerk will post a summary of the meeting on the entry doors to City Hall and on the City of Bessemer's Website.

Councilor Cynthia S. Donald

NOTICE OF SPECIAL MEETING

CITY COUNCIL OF THE CITY OF BESSEMER, ALABAMA

The City Council of the City of Bessemer, Alabama, hereby gives notice that it will hold a Special Meeting of the Council, as follows:

TIME: 9:00 A.M.

DATE: Monday, April 6, 2020

PLACE: BY VIDEO CONFERENCE
in accordance with Section III of the
Governor's Supplemental Emergency
Proclamation issued March 18, 2020;
And Section IV of the Governor's
Supplemental Emergency Proclamation
Issued April 2, 2020

AGENDA: The City Council of the City of Bessemer,
Alabama, will meet in Special Session by Video
Conference to consider matters limited to
matters within the body's statutory authority
that are (a) necessary to respond to COVID-19;
and/or (b) necessary to perform essential
minimum functions of the governmental body.

Not less than 12 hours following the meeting, a
summary of the meeting will be posted on the
City of Bessemer's Website and the public
entrance doors to City Hall.

If a more formal agenda for this meeting has not been prepared as of the posting of this notice, if and when such an agenda is prepared, it will be posted next adjacent to this notice.

Councilor Donald stated that we have two matters to discuss (1) Resolution to continue the State of Emergency in the city of Bessemer to May 5, 2020, and (2) Resolution extending the closing date of the old city hall located at 1800 3rd Avenue No. Bessemer, Al.

Bessemer City Clerk Wanda Taylor read the following resolution:

RESOLUTION NO. 042-20

**A RESOLUTION CONTINUING THE STATE OF EMERGENCY IN THE CITY OF BESSEMER, ALABAMA
THROUGH MAY 5, 2020**

WHEREAS, the President of the United States, The Governor of the State of Alabama and the Jefferson County Commission have declared a state public health emergency due to the COVID-19 Coronavirus pandemic; and

WHEREAS, on March 27, 2020, the State Health Officer issued an Order suspending all non-work related gatherings of ten (10) person or more, or non-work related gatherings of any size that cannot maintain a consistent six-feet of separation to slow the spread of the pandemic to assist healthcare providers in keeping the number of those experiencing severe symptoms at a manageable level; and

WHEREAS, operations of local schools have been ordered to institute alternative methods of instruction for the remainder of the 2019-2020 school year; and

WHEREAS, the City Council of the City of Bessemer declared a state of emergency on March 16, 2020 in Resolution No. 041-20 to protect the public health and ordered the cessation of routine operations within the City; and

WHEREAS, Congress enacted the Families First Coronavirus Response Act (FFCRA) which requires certain employers to provide their employees, subject to exclusions for health care providers and emergency responders, with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19; and

WHEREAS, it is anticipated that additional orders and recommendations from the State and Federal level will make it increasingly difficult to return to routine operations through May 5, 2020;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bessemer at a duly assembled video conference meeting held in accordance with Governor Kay Ivey's Proclamation of March 18, 2020, suspending portions of the Open Meetings Act, with a quorum being present as follows:

1. A State of Emergency continues to exist in the City of Bessemer due to the COVID-19 pandemic. Emergency conditions affecting public health and safety exist throughout the City of Bessemer warranting the exercise of emergency powers as provided by law.
2. That all City of Bessemer facilities shall continue to be closed to the public through May 5, 2020 with the following exceptions:

- a. Members of the public needing to make payments of their utility bills can make payments at Bessemer Utilities drive-through window located at 1600 1st Avenue N., Bessemer, Alabama.
 - b. Payments required through Municipal Court may be made at the payment window located at 23 15th Street N., Bessemer, Alabama.
 - c. Persons having been diagnosed with COVID-19, who are showing symptoms of COVID-19, or who have family members who have been so diagnosed are prohibited from using the drive-through window at Bessemer Utilities or the payment window at Municipal Court.
 - d. Parks will be open to the public between the hours of 6:00 a.m. and 6:00 p.m., provided, social distancing requirements as set forth by the State Health Officer shall be followed.
 - e. The Frank House Municipal Golf Course will be open to the public, subject to restrictions regarding social distancing and other necessary health measures as determined by the Mayor.
3. The Mayor will continue to determine the employees necessary to carry on the essential functions of government and the times and manner of their work operations.
 4. The previous Resolution of the City Council regarding a special paid leave of absence to employees for up to ten (10) days for self-quarantine, treatment and recovery for positive diagnosis to the coronavirus is hereby rescinded due to the benefits provided pursuant to the FFCRA with the exception that emergency responders that are excluded from FFCRA benefits shall still be qualified for said special leave of absence.
 5. That the Mayor is authorized to expend up to the sum of \$50,000 on equipment, goods and services deemed necessary by the Mayor to deal with this emergency and he shall report any such purchases to the Council within ten (10) days or at the next City Council meeting, whichever is less.
 6. That the City Council meetings set for Tuesday, April 7, 2020 and April 21, 2020 and the Planning Session scheduled for April 14, 2020 are hereby cancelled until re-scheduled by the City Council.
 7. That the status of continued suspension of routine operations will be re-evaluated at the City Council meeting scheduled for Tuesday, May 5, 2020 and communicated to employees and the public.
 8. This resolution shall become effective immediately upon its adoption as required by law.

ADOPTED this the 6th day of April, 2020.

Councilor Collier joined the Special Meeting at 9:04 a.m.

Councilor Matthews stated did he hear in the reading of the resolution that an individual has to quarantine themselves for 10 days.

Mayor Gulley stated that's 10 days are for an individual that has tested positive and are exhibiting symptoms. Mayor Gulley stated that they are sent home. Mayor Gulley stated that the resolution is saying that the city will pay you up to ten days if you test positive. Mayor Gulley stated that this resolution exempts essential employees i.e. police, fire, public works and Bessemer Utilities.

City Attorney Shan Paden stated that when the first resolution was passed (March 16, 2020) the FFCRA had not been enacted by congress. Attorney Paden stated that if any employee tests positive, they will be covered by those 10 days. Attorney Paden stated that when congress passed FFCRA it gave better coverage than those 10 days. Attorney Paden stated that we rescinded the ten days as it applies to all non-emergency providers because they are covered under the Cares Act, and since emergency responders are not covered under the Cares Act; leaving those ten days in there grant those emergency responders coverage if they test positive.

Councilor Matthews made a motion to adopt the resolution. Councilor Marshall seconded the motion and upon roll call the following votes were recorded: Ayes: Councilors Alexander, Collier, Marshall, Matthews, Thigpen, Crusoe and Donald Nays: None: The motion carried.

Councilor Donald announced the next item on the agenda.

A resolution extending the closing date of the old city hall located at 1800 3rd Avenue No.
Bessemer, Al to May 30, 2020

Attorney Shan Paden stated that was last item in the resolution and it has already been approved.

Councilor Donald made a motion to adjourn.

Wanda Taylor
City Clerk
City of Bessemer

Presiding Officer

Bessemer, Alabama

May 5, 2020

The Council of the City of Bessemer, Alabama met in regular session via video conference at the City Hall in said City on Tuesday, May 5, 2020 at 10:00 a.m. Central Time. The meeting was called to order by Council President Cynthia Donald who was Chairman of the meeting. Upon roll call, the following Council members were found to be present: Councilors Kimberly Alexander, Jarvis Collier, Ron Marshall, Jesse Matthews, Donna Thigpen, Latricia Crusoe and Cynthia Donald. Absent: None. City Clerk Wanda D. Taylor stated that a quorum was present and the meeting was opened for the transaction of business.

Councilor Donald stated that she called this special meeting so that the mayor and council may take care of certain matters and future response to the COVID-19 Pandemic and/or matters necessary to perform essential functions of the governmental body of the City of Bessemer. Councilor Donald stated that this special meeting by video is being held within the bounds of Governor Kay Ivey's Supplemental Emergency Proclamation issued May 18, 2020 and Section 4 of Governor Kay Ivey Supplemental Emergency Proclamation issued April 2, 2020, and the governor's Safer at Home Policy announced on May 8, 2020.

Councilor Donald stated that we 4 matters to discuss concerning Corona Virus (COVID-19) and the necessary business of the city of Bessemer.

City Clerk Wanda Taylor read the following resolution presented to the council.

RESOLUTION NO. 043-20

**A RESOLUTION CONTINUING THE STATE OF EMERGENCY IN THE CITY OF BESSEMER, ALABAMA
THROUGH MAY 15, 2020**

WHEREAS, the President of the United States, The Governor of the State of Alabama and the Jefferson County Commission have declared a state public health emergency due to the COVID-19 Coronavirus pandemic; and

WHEREAS, on April 28, 2020, the State Health Officer issued an additional Order suspending all non-work related gatherings of ten (10) persons or more, or non-work related gatherings of any size that cannot maintain a consistent six-feet of separation to slow the spread of the pandemic to assist healthcare providers in keeping the number of those experiencing severe symptoms at a manageable level; and

WHEREAS, operations of local schools have been ordered to institute alternative methods of instruction for the remainder of the 2019-2020 school year; and

WHEREAS, the City Council of the City of Bessemer declared a state of emergency on March 16, 2020 in Resolution No. 041-20, and amended said Resolution on April 6, 2020 in Resolution No. 042-20 to protect the public health and ordered the cessation of routine operations within the City; and

WHEREAS, the recent Order issued by the State Health Officer makes it difficult to return to routine operations through May 15, 2020 at 5:00 p.m. due to the restrictions set forth therein;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bessemer at a duly assembled video conference meeting held in accordance with Governor Kay Ivey's Proclamation of March 18, 2020, suspending portions of the Open Meetings Act, with a quorum being present as follows:

1. A State of Emergency continues to exist in the City of Bessemer due to the COVID-19 pandemic. Emergency conditions affecting public health and safety exist throughout the City of Bessemer warranting the exercise of emergency powers as provided by law.
2. That all City of Bessemer facilities shall continue to be closed to the public through May 15, 2020 at 5:00 p.m. with the following exceptions:
 - a. Members of the public needing to make payments of their utility bills can make payments at Bessemer Utilities drive-through window located at 1600 1st Avenue N., Bessemer, Alabama.
 - b. Payments required through Municipal Court may be made at the payment window located at 23 15th Street N., Bessemer, Alabama.
 - c. Persons having been diagnosed with COVID-19, who are showing symptoms of COVID-19, or who have family members who have been so diagnosed are prohibited from using the drive-through window at Bessemer Utilities or the payment window at Municipal Court.
 - d. Parks will be open to the public between the hours of 6:00 a.m. and 6:00 p.m., provided, social distancing requirements as set forth by the State Health Officer shall be followed.
 - e. The Frank House Municipal Golf Course will be open to the public, subject to restrictions regarding social distancing and other necessary health measures as determined by the Mayor, provided, however, that the banquet facilities shall continue to remain closed until further guidance is received from the State Health Officer.
3. That the Recreation Center and the Civic Center shall continue to remain closed until further guidance is received from the State Health Officer.
4. That all City of Bessemer facilities shall re-open on Monday, May 18, 2020, with the exception of the Recreation Center, the Civic Center and the banquet facilities at the Frank House Municipal Golf Course. Upon the City of Bessemer facilities re-opening, any person visiting City of Bessemer facilities shall be required to wear a face covering until further notice. A notice shall be placed on the door of each City of Bessemer facility stating that face coverings are required for visitor's entry to the premises.

5. The Mayor will continue to determine the employees necessary to carry on the essential functions of government and the times and manner of their work operations.
6. That the City Council planning session set for Tuesday, May 12, shall be continued until 9:00 a.m. Tuesday, May 19, 2020 and the Pre-Council meeting and Council meeting shall be moved to 10:00 a.m. and 11:00 a.m., respectively, on May 19, 2020.
7. This resolution shall become effective immediately upon its adoption as required by law.

ADOPTED this the 5th day of May, 2020.

Councilor Marshall made a motion to move the resolution. Councilor Matthews seconded the motion and upon roll call the following votes were recorded: Ayes: Councilors Alexander, Collier, Marshall, Matthews, Thigpen, Crusoe and Donald. Nays: None: The motion carried.

The following resolution was presented to the council:

RESOLUTION NO. 044-20

A RESOLUTION AUTHORIZING PAYMENT TO

EEFS COMPANY, P.C. CIVIL AND STRUCTURAL ENGINEERS

WHEREAS, the City of Bessemer retained the engineering services of EEFS Company, P.C., Civil and Structural Engineers, including the services of Ron Gilbert as City Engineer; and

WHEREAS, EEFS Company, P.C., has submitted Invoice No. 26872 for services performed in December 2019 as it directly relates to Project Blue Bird Site Development in the amount of One Thousand Two Hundred Twenty and 19/100 Dollars (\$1,220.19) herein attached as Exhibit "A" and the City Council having reviewed the invoice has determined that payment is in the public interest.

WHEREAS, EEFS Company, P.C., has submitted Invoice No. 26875 for services performed in December 2019 as it directly relates to USACE Valley Creek Flood Risk Management Study in the amount of Four Hundred Fifteen and 00/100 Dollars (\$415.00) herein attached as Exhibit "B" and the City Council having reviewed the invoice has determined that payment is in the public interest.

WHEREAS, EEFS Company, P.C., has submitted Invoice No. 26885 for services performed in December 2019 as it directly relates to Bessemer Bridges 2019 in the amount of Two Thousand Eight Hundred Eighty-Five and 48/100 Dollars (\$2,885.48) herein attached as Exhibit "C" and the City Council having reviewed the invoice has determined that payment is in the public interest.

WHEREAS, EEFS Company, P.C., has submitted Invoice No. 26894 for services performed in December 2019 as it directly relates to the McCalla Road ROW Acquisition Project in the amount of One Thousand One Hundred Seventy and 00/100 Dollars (\$1,170.00)

herein attached as Exhibit "D" and the City Council having reviewed the invoice has determined that payment is in the public interest.

WHEREAS, EEFS Company, P.C., has submitted Invoice No. 26898 for services performed in December 2019 as it directly relates to the Bessemer Fire Department Drill Tower in the amount of Six Hundred Seventy-Five and 00/100 Dollars (\$675.00) herein attached as Exhibit "E" and the City Council having reviewed the invoice has determined that payment is in the public interest.

WHEREAS, EEFS Company, P.C., has submitted Invoice No. 26903 for services performed in December 2019 as it directly relates to the ADA Sidewalk Improvement Project in the amount of One Thousand One Hundred Ten and 00/100 Dollars (\$1,110.00) herein attached as Exhibit "F" and the City Council having reviewed the invoice has determined that payment is in the public interest.

WHEREAS, EEFS Company, P.C., has submitted Invoice No. 26906 for services performed in December 2019 as it directly relates to Various Streets Project Administration in the amount of One Thousand One Hundred Forty-One and 05/100 Dollars (\$1,141.05) herein attached as Exhibit "G" and the City Council having reviewed the invoice has determined that payment is in the public interest.

WHEREAS, EEFS Company, P.C., has submitted Invoice No. 26923 for services performed in December 2019 as it directly relates to the Carvana in the amount of Two Thousand Two Hundred Ten and 00/100 Dollars (\$2,210.00) herein attached as Exhibit "H" and the City Council having reviewed the invoice has determined that payment is in the public interest.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bessemer, Alabama at a regularly scheduled meeting duly assembled with a quorum being present that the City Council hereby authorizes payment of the following invoices to EEFS Company, P.C., Civil and Structural Engineers:

- a. Invoice No. 26872
- b. Invoice No. 26875
- c. Invoice No. 26885
- d. Invoice No. 26894
- e. Invoice No. 26898
- f. Invoice No. 26903
- g. Invoice No. 26906
- h. Invoice No. 26923

This resolution shall become effective upon its due adoption as required by law.

ADOPTED this the 5th day of May 2020.

Councilor Marshall made a motion to move the resolution. Councilor Matthews seconded the motion and upon roll call the following votes were recorded: Ayes:

Councilors Alexander, Collier, Marshall, Matthews, Thigpen, Crusoe and Donald. Nays:

None: The motion carried.

The following resolution was presented to the council:

RESOLUTION NO. 045-20

A RESOLUTION AUTHORIZING PAYMENT TO

EEFS COMPANY, P.C. CIVIL AND STRUCTURAL ENGINEERS

WHEREAS, the City of Bessemer retained the engineering services of EEFS Company, P.C., Civil and Structural Engineers, including the services of Ron Gilbert as City Engineer; and

WHEREAS, EEFS Company, P.C., has submitted invoices for services performed in January 2020 as it directly relates to the City of Bessemer in the amount of Thirty-Eight Thousand Five Hundred Twenty-One and 01/100 Dollars (\$38,521.01) herein attached as Exhibit "A" and the City Council having reviewed the invoice has determined that payment is in the public interest.

WHEREAS, EEFS Company, P.C., has submitted Invoice No. 26973 for services performed in January 2020 as it directly relates to USACE Valley Creek Flood Risk Management Study in the amount of Three Hundred Ninety-Five and 00/100 Dollars (\$395.00) herein attached as Exhibit "B" and the City Council having reviewed the invoice has determined that payment is in the public interest.

WHEREAS, EEFS Company, P.C., has submitted Invoice No. 26981 for services performed in January 2020 as it directly relates to Bessemer Bridges 2019 in the amount of Four Hundred Nine and 66/100 Dollars (\$409.66) herein attached as Exhibit "C" and the City Council having reviewed the invoice has determined that payment is in the public interest.

WHEREAS, EEFS Company, P.C., has submitted Invoice No. 26992 for services performed in January 2020 as it directly relates to the Bessemer Fire Department Drill Tower in the amount of Three Hundred Sixty and 00/100 Dollars (\$360.00) herein attached as Exhibit "D" and the City Council having reviewed the invoice has determined that payment is in the public interest.

WHEREAS, EEFS Company, P.C., has submitted Invoice No. 26993 for services performed in January 2020 as it directly relates to the Carvana in the amount of One Thousand Seven Hundred Twenty-Five and 00/100 Dollars (\$1,725.00) herein attached as Exhibit "E" and the City Council having reviewed the invoice has determined that payment is in the public interest.

WHEREAS, EEFS Company, P.C., has submitted Invoice No. 26998 for services performed in January 2020 as it directly relates to the 18th and 19th (3rd Avenue – 3rd Alley) ADA Sidewalk Improvement Project in the amount of Two Thousand Four Hundred Fifteen and 00/100 Dollars (\$2,415.00) herein attached as Exhibit "F" and the City Council having reviewed the invoice has determined that payment is in the public interest.

WHEREAS, EEFS Company, P.C., has submitted Invoice No. 27000 for services performed in January 2020 as it directly relates to Various Streets Project Administration in the amount of Two Thousand Seven Hundred Fifty-Two and 69/100 Dollars (\$2,752.69) herein

attached as Exhibit "G" and the City Council having reviewed the invoice has determined that payment is in the public interest.

WHEREAS, EEFS Company, P.C., has submitted Invoice No. 27014 for services performed in January 2020 as it directly relates to Frank House Golf Course in the amount of Two Thousand Two Hundred Four and 56/100 Dollars (\$2,204.56) herein attached as Exhibit "H" and the City Council having reviewed the invoice has determined that payment is in the public interest.

WHEREAS, EEFS Company, P.C., has submitted Invoice No. 27017 for services performed in January 2020 as it directly relates to the Multi-Use Trail Construction Project Administration in the amount of Two Thousand Two Hundred Forty-Four and 57/100 Dollars (\$2,244.57) herein attached as Exhibit "I" and the City Council having reviewed the invoice has determined that payment is in the public interest.

WHEREAS, EEFS Company, P.C., has submitted Invoice No. 27018 for services performed in January 2020 as it directly relates to the Recreation Center ADA Entrance Doors in the amount of Four Hundred Eighty and 00/100 Dollars (\$480.00) herein attached as Exhibit "J" and the City Council having reviewed the invoice has determined that payment is in the public interest.

WHEREAS, EEFS Company, P.C., has submitted Invoice No. 27042 for services performed in January 2020 as it directly relates to the Bessemer GIS 2020 Project in the amount of Six Thousand Six Hundred Thirty and 00/100 Dollars (\$6,630.00) herein attached as Exhibit "K" and the City Council having reviewed the invoice has determined that payment is in the public interest.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bessemer, Alabama at a regularly scheduled meeting duly assembled with a quorum being present that the City Council hereby authorizes payment of the following invoices to EEFS Company, P.C., Civil and Structural Engineers:

- a. January Invoices for City
- b. Invoice No. 26973
- c. Invoice No. 26981
- d. Invoice No. 26992
- e. Invoice No. 26993
- f. Invoice No. 26998
- g. Invoice No. 27000
- h. Invoice No. 27014
- i. Invoice No. 27017
- j. Invoice No. 27018
- k. Invoice No. 27042

This resolution shall become effective upon its due adoption as required by law.

ADOPTED this the 5th day of May 2020.

Councilor Matthews made a motion to move the resolution. Councilor Crusoe seconded the motion and upon roll call the following votes were recorded: Ayes: Councilors Alexander, Collier, Marshall, Matthews, Thigpen, Crusoe and Donald. Nays: None: The motion carried.

The following resolution was presented to the council:

RESOLUTION NO. 046-20

**A RESOLUTION AUTHORIZING PAYMENT TO
EEFS COMPANY, P.C. CIVIL AND STRUCTURAL ENGINEERS**

WHEREAS, the City of Bessemer retained the engineering services of EEFS Company, P.C., Civil and Structural Engineers, including the services of Ron Gilbert as City Engineer; and

WHEREAS, EEFS Company, P.C., has submitted invoices for services performed in February 2020 as it directly relates to the City of Bessemer in the amount of Thirty-Six Thousand Seven Hundred Seventy-One and 66/100 Dollars (\$36,771.66) herein attached as Exhibit "A" and the City Council having reviewed the invoice has determined that payment is in the public interest.

WHEREAS, EEFS Company, P.C., has submitted Invoice No. 27098 for services performed in February 2020 as it directly relates to the Bessemer Fire Department Drill Tower in the amount of One Thousand Eight Hundred Forty-Five and 00/100 Dollars (\$1,845.00) herein attached as Exhibit "B" and the City Council having reviewed the invoice has determined that payment is in the public interest.

WHEREAS, EEFS Company, P.C., has submitted Invoice No. 27102 for services performed in February 2020 as it directly relates to the 18th and 19th (3rd Avenue – 3rd Alley) ADA Sidewalk Improvement Project in the amount of Three Thousand Three Hundred Twenty and 00/100 Dollars (\$3,320.00) herein attached as Exhibit "C" and the City Council having reviewed the invoice has determined that payment is in the public interest.

WHEREAS, EEFS Company, P.C., has submitted Invoice No. 27104 for services performed in February 2020 as it directly relates to Various Streets Project Administration in the amount of Two Thousand Seven Hundred Forty-Two and 74/100 Dollars (\$2,742.74) herein attached as Exhibit "D" and the City Council having reviewed the invoice has determined that payment is in the public interest.

WHEREAS, EEFS Company, P.C., has submitted Invoice No. 27118 for services performed in February 2020 as it directly relates to the Bessemer GIS 2020 Project in the amount of Five Thousand Six Hundred Forty and 00/100 Dollars (\$5,640.00) herein attached as Exhibit "E" and the City Council having reviewed the invoice has determined that payment is in the public interest.

WHEREAS, EEFS Company, P.C., has submitted Invoice No. 27121 for services performed in February 2020 as it directly relates to Frank House Golf Course in the amount of Three Hundred Fifteen and 00/100 Dollars (\$315.00) herein attached as Exhibit "F" and the

City Council having reviewed the invoice has determined that payment is in the public interest.

WHEREAS, EEFS Company, P.C., has submitted Invoice No. 27124 for services performed in February 2020 as it directly relates to the Multi-Use Trail Construction Project Administration in the amount of One Thousand Six Hundred Eighty and 00/100 Dollars (\$1,680.00) herein attached as Exhibit "G" and the City Council having reviewed the invoice has determined that payment is in the public interest.

WHEREAS, EEFS Company, P.C., has submitted Invoice No. 27125 for services performed in February 2020 as it directly relates to the Recreation Center ADA Entrance Doors in the amount of Two Thousand Two Hundred Twenty and 00/100 Dollars (\$2,220.00) herein attached as Exhibit "H" and the City Council having reviewed the invoice has determined that payment is in the public interest.

WHEREAS, EEFS Company, P.C., has submitted Invoice No. 27138 for services performed in February 2020 as it directly relates to USACE Valley Creek Flood Risk Management Study in the amount of Two Thousand Three Hundred Forty-Five and 00/100 Dollars (\$2,345.00) herein attached as Exhibit "I" and the City Council having reviewed the invoice has determined that payment is in the public interest.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bessemer, Alabama at a regularly scheduled meeting duly assembled with a quorum being present that the City Council hereby authorizes payment of the following invoices to EEFS Company, P.C., Civil and Structural Engineers:

- a. February Invoices for City
- b. Invoice No. 27098
- c. Invoice No. 27102
- d. Invoice No. 27104
- e. Invoice No. 27118
- f. Invoice No. 27121
- g. Invoice No. 27124
- h. Invoice No. 27125
- i. Invoice No. 27138

This resolution shall become effective upon its due adoption as required by law.

ADOPTED this the 5th day of May 2020.

Councilor Marshall made a motion to move the resolution. Councilor Matthews seconded the motion and upon roll call the following votes were recorded: Ayes: Councilors Alexander, Collier, Marshall, Matthews, Thigpen, Crusoe and Donald. Nays: None: The motion carried.

Councilor Donald stated that the following items will be deleted from the agenda.

Item #5. Resolution authorizing the payment of invoice for Jackson Harris, P.C., for the month of December, 2019.

Item #6. Resolution authorizing the payment of invoice for Jackson Harris, P.C., for the month of January 2020.

Item #7. Resolution authorizing the payment of invoice for Jackson Harris, P.C., for the month of February 2020.

Item #8. Resolution authorizing the payment of invoice for Jackson Harris, P.C., for the month of March 2020.

Councilor Marshall made a motion to delete Items 5, 6, 7 and 8 from the agenda.

Councilor Crusoe seconded the motion and upon roll call the following votes were recorded: Ayes: Councilors Alexander, Collier, Marshall, Matthews, Thigpen, Crusoe and Donald. Nays: None: The motion carried.

The following resolution was presented to the council:

RESOLUTION NO. 047-20

**CARES ACT AIRPORT GRANT AGREEMENT BETWEEN THE FEDERAL AVIATION
ADMINISTRARTION AND BESEMER AIRPORT AUTHORITY**

WHEREAS, the City of Bessemer, Alabama (the "City") acting by and through the Bessemer Airport Authority ("BAA") has submitted to The United States of America, acting through the Federal Aviation Administration ("FAA") for a grant of Federal funds to help offset a decline in revenues arising from diminished airport operations and activities as a result of COVID-19; and

WHEREAS, the City has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Airports Grant Application (the "Application") for a grant of Federal funds at or associated with the BAA; and

WHEREAS, the FAA has approved the Application in the amount of Sixty-Nine Thousand and 00/100 Dollars (\$69,000.00) for allowable costs incurred by the Airport as a result of COVID-19; and

WHEREAS, in accordance with the applicable provisions of the CARES Act, the representations contained in the Grant Application and compliance with the conditions therein, the FAA for and through of the Unites States of America offers and agrees to pay 100% percent of the allowable costs incurred as a result of and in accordance with the Grant Agreement; and

WHEREAS, after review of the Grant Agreement (the "Agreement"), attached hereto as Exhibit "A", the City Council of the City of Bessemer, Alabama has determined that entering into the Agreement with the FAA is in the best interest of the City.

NOW THEREFORE, BE IT RESOLVED by the City Council, of the City of Bessemer, Alabama at a regularly scheduled meeting duly assembled, with a quorum being present, as follows:

- 1. That the City Council of the City of Bessemer, Alabama hereby authorizes and directs the Mayor to execute the Grant Agreement in substantial form as the agreement attached hereto as Exhibit "A", provided, the Bessemer Airport Authority shall pay all sponsor required costs and administer the Project in accordance with the requirements and terms of the Grant Agreement.**
- 2. That the Mayor shall be and hereby is authorized to execute such other documents or to take such additional actions as are necessary and appropriate to the accomplishment of the purposes of this resolution.**
- 3. This resolution shall become effective upon its due adoption as required by law.**

ADOPTED this the 5th day of May 2020.

Councilor Crusoe made a motion for Mayor Gulley to accept the grant. Councilor Marshall seconded the motion and upon roll call the following votes were recorded: Ayes: Councilors Alexander, Collier, Marshall, Matthews, Thigpen, Crusoe and Donald. Nays: None: The motion carried.

Councilor Matthews made a motion to adjourn.

**Wanda Taylor
City Clerk
City of Bessemer**

Presiding Officer



LAWRENCE HATTER
SUPERINTENDENT

HAROLD PIERCE, JR.
ASSISTANT SUPERINTENDENT

KERMELIA HALL
SANITATION & ORDINANCE INSPECTOR

City of Bessemer

1205 15th AVENUE NORTH
BESSEMER, ALABAMA 35020
TELEPHONE A/C 205-424-4084
FAX A/C 205-424-4082

JAMES KING

HELEN RINGSTAFF

RONALD STROTHER

PUBLIC WORKS SUPERVISORS

DEPARTMENT OF PUBLIC IMPROVEMENTS

MEMORANDUM

TO: Mayor Kenneth Gulley

THRU: Lawrence Hatter, Superintendent

FROM: Kermelia Hall
Sanitation & Ordinance Inspector

DATE: May 15, 2020

RE: May 19, 2020 Weed Nuisances Report (Set Hearing Date)

On May 19, 2020, a Weed Nuisances Report will be submitted from the Department of Public Improvements Superintendent, Lawrence Hatter, which will itemize properties that should be declared a public nuisance.

cc: City Council Members

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY
OF BESSEMER TO ENTER INTO LEASE AGREEMENTS WITH
DEX IMAGING, INC. FOR COPIERS/PRINTERS**

WHEREAS, NASPO ValuePoint Cooperative Purchasing Organization, LLC is a nonprofit, wholly owned subsidiary of the National Association of State Procurement Officials ("NASPO") that facilitates public procurement solicitations and agreements; and

WHEREAS, the City of Bessemer (the "City") entered into Alabama State Master Contract #T190-PA3091-AL02 (the "Master Contract"); and

WHEREAS, the City of Bessemer, Alabama (the "City") desires to lease copiers for use by the Finance Office, the Mayor's Office and the City Council's Office; and

WHEREAS, Rick Singleton, IT Director for the City, has submitted the following proposals from Dex Imaging from the City's Master Contract:

- 1) BizHub C458 (Exhibit "A") Finance Office \$259.00/mo. 36 mo.
- 2) BizHub C659 (Exhibit "B") Mayor's Office \$337/mo. 36 mo.
- 3) BizHub C659 (Exhibit "C") City Council Office \$337.00/mo. 36 mo.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Bessemer, Alabama, at a regularly scheduled meeting duly assembled, with a quorum being present, as follows:

1. That the City Council for the City of Bessemer having reviewed the proposals from Dex Imaging attached hereto as Exhibits A, B and C find that authorizing the Mayor to execute the lease agreements is in the best interest of the City.
2. That the Mayor is authorized and directed to execute the three Proposals and Lease Agreements from Dex Imaging, in substantial form as the Proposals and Lease Agreements attached hereto and incorporated herein as Exhibit "A", "B" and "C", between the City of Bessemer and DEX Imaging, Inc. for the lease of copiers/printers as listed.
3. The Mayor of the City shall be and hereby is authorized to negotiate and execute such contracts and/or other agreements and documents necessary and appropriate to the accomplishment of the purpose of this resolution.
4. That this resolution shall become effective immediately upon its adoption as required by law.

ADOPTED this the 19th day of May 2020.

CYNTHIA DONALD
President, City Council

ATTEST:

WANDA D. TAYLOR
City Clerk

APPROVED this the 19th day of May 2020.

KENNETH E. GULLEY
Mayor, City of Bessemer

Naspo 3091 - Alabama

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NASPO

ValuePoint

formerly WSCA-NASPO

Contract #3091

Effective Dates: January 1, 2015 - March 31, 2020

Welcome Public Purchasing Entity!

Alabama State Contract # T180-PA3091-AL02

Primary Contractor Contacts:

Name: Jeremy Bagenstose

Address: 1595 Spring Hill Rd Vienna, VA 22182

Telephone: (886) 679-3890

Email: JBagenstose@kmb.konicaminolta.us

Participating State Contacts:

Name: Jennifer Loretz

Address: 100 N. Union Street, Ste 192, Montgomery, AL 36130

Telephone: (834) 242-7250

Fax: 334-242-4419

Email: jennifer.lorenz@purchasing.alabama.gov

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Distance	Location	Contact
4.6 miles	KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. 1101 Greenwood Crossing Court Bessemer, AL 35022	Phone: 205-987-9595 Fax: 205-987-7880

Authorized Product Lines: Office Multifunction, Printers, Print Production, Scanners, Wide Format, Information Management, IT Services, 3D Printers

5.7 miles	DEX IMAGING, INC. 201 London Parkway, Suite 100 Birmingham, AL 35211-6305	Phone: 205-484-2561
-----------	---	---------------------

Authorized Product Lines: Office Multifunction, Printers, Print Production, Scanners, Wide Format

7.6 miles	AMERI-TEK 102 Oxmoor Road, Suite 118 Birmingham, AL 35209-5964	Phone: 205-856-9925 Fax: 205-856-3694
-----------	--	--

Authorized Product Lines: Office Multifunction, Printers, Print Production, Scanners, Wide Format, IT Services

37.8 miles	DEX IMAGING, INC. 410 20th Avenue Tuscaloosa, AL 35401-1536	Phone: 205-523-7062
------------	---	---------------------

Authorized Product Lines: Office Multifunction, Printers, Print Production, Scanners, Wide Format

37.8 miles	DEX IMAGING, INC. 553 20th Avenue Tuscaloosa, AL 35401-1792	Phone: 855-876-1805
------------	---	---------------------

Authorized Product Lines: Office Multifunction, Printers, Print Production, Scanners, Wide Format

73.3 miles	AMERI-TEK 6205 AL Highway 69 Guntersville, AL 35976-7126	Phone: 256-571-9612 Fax: 256-571-9614
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Authorized Product Lines: Office Multifunction, Printers, Print Production, Scanners, Wide Format, IT Services

91.1 miles	AMERI-TEK 3240 Leeman Ferry Road Huntsville, AL 35801-5332	Phone: 256-895-6003 Fax: 256-382-0036
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Authorized Product Lines: Office Multifunction, Printers, Print Production, Scanners, Wide Format, IT Services

101.0 miles	AMERI-TEK 1523 South Broad Street Scottsboro, AL 35768-2647	Phone: 256-574-2300 Fax: 256-574-2302
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Authorized Product Lines: Office Multifunction, Printers, Print Production, Scanners, Wide Format, IT Services

201.2 miles	DEX IMAGING, INC. 1045 Downtowner Boulevard Mobile, AL 36609-5427	Phone: 251-666-2063 Fax: 251-666-3339
-------------	---	--

Authorized Product Lines: Office Multifunction, Printers, Print Production, Scanners, Wide Format

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Exhibit "A"

***A Confidential Proposal
Prepared For:***

***City of Bessemer
Finance Office***

ATT: Rick Singleton

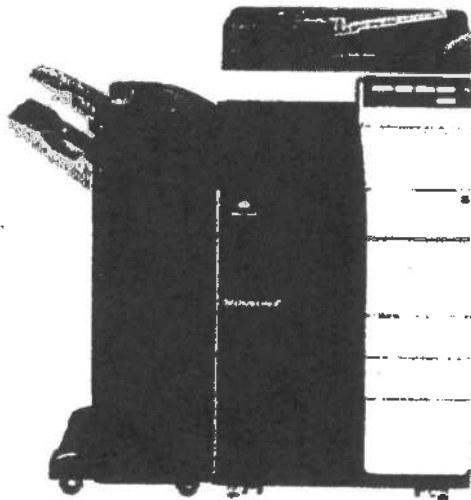
***Date Prepared:
February 10th, 2020***



***201 London Parkway Suite 100
Birmingham AL 35211
Connie Fuell
Sr Account Executive
Cell : 205-427-3835
cfuell@deximaging.com***



Proposed Equipment



**Bizhub C458 Color Copier
/Printer/Scanner/Fax**

DF 704 Dual Scan Doc Feeder

**2 x 500 Sheet Front Loading
Paper Trays**

PC 415 3000 Sheet tray

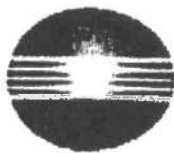
FS 536 Finisher Stapler

PK 520 2/3 Hole punch

FK 514 Fax Kit

Surge

Features



KONICA MINOLTA

45 PM Color and B/W

Dual Scan Speed 240 pages per minute

300 Sheet Doc Feeder

Auto Duplexing

Paper size 8 1/2 x 11 up to 12 x 18

600 600 dpi

256 levels of Gray Scale

20lb up to 140lb through the paper trays

110 cardstock through the bypass

**(2 x 500) (1 x 3,000) Sheet Paper Trays 150 Sheet
Bypass**

250 GB Hard Drive

Scan to email or SMB Folder

Box Utility

2 Position staple

2/3 hole punch

Fax Capabilities



Equipment Cost

FMV Lease 0 down:

36 months.....\$ 259.00

NO Property Tax

NO Sales Tax

No Doc fee

**This quote includes Delivery Installation and Training
DEX Imaging will return the C458 back to Southlake Capital at No
additional charge.**

Service Pricing :

Service will be billed monthly on a per copy basis.

B/W copies/prints will be billed at .0054

Color copies/prints will be billed at .0370

**This covers all parts, labor and supplies. Excludes paper or staples
and shipping cost on supplies**



SALES ORDER / SERVICE AGREEMENT

EQUIPMENT DELIVERY LOCATION

City of Bessemer (Finance Dept)
1700 3rd Ave North
Bessemer, AL 35020

Delivery Contact: Kela Pryor
Phone: kpryor@bessemeral.org
Email: 205-424-4060

EQUIPMENT

City of Bessemer (Monthly)									
B/W Base:		Copies Included: 0000		Overage Rate: \$0.005400 /copy					
Color Base: \$0.00		Copies Included: 0		Overage Rate: \$0.037000 /copy					
Included: Parts, labor and supplies with exception of paper products, staples and freight									
Make	Model	Serial#	ID#	ESP	B/W M.	Color M.	QTY	Admin	
Konica-Minolta	bizhub C458 Color			Yes			1		
Acc: PC-415 Large Capacity Cassette									
Acc: Surge Protector (15 amp)									
Acc: TN-514K Toner Black (C658/C558/C458: 28k)									
Acc: TN-514Y Toner Yellow (C658/C558/C458: 26k)									
Acc: TN-514M Toner Magenta (C658/C558/C458: 26k)									
Acc: TN-514C Toner Cyan (C658/C558/C458: 26k)									
Acc: FS-536 Finisher (50 sheet floor staple finisher)									
Acc: RU-513 Relay Unit (Relay unit required for the FS-536/FS-537, FS-536SD/FS-537SD)									
Acc: PK-520 Punch Kit (2/3 Holes) for FS-536, FS-536SD, FS-534, and FS-534 SD-511									
Acc: FK-514 Fax Kit (Supports 1st & 2nd fax line -- no mount kit required)									

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPLYING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions:

No Sales Tax
No Property Tax
No Doc Fees

No Charge on Shipping Supplies

EQUIPMENT SERVICE AGREEMENT TERMS AND CONDITIONS

SCOPE OF COVERAGE

This Agreement covers both labor and material for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment except for normal key operator responsibilities and others as herein provided. Damage to the equipment and/or its parts arising from misuse, abuse, negligence, or causes beyond DEX's control (including acts of God or natural disasters) is not covered. In addition, DEX may terminate this Agreement in the event that the equipment is modified, damaged, altered, or serviced by personnel other than those employed or authorized by DEX, or if parts, accessories, or components not authorized by DEX are fitted to the equipment.

1. BUSINESS HOURS FOR SERVICE

Maintenance services shall be provided hereunder only during DEX's normal business hours, which shall consist of 8:00 AM to 5:00 PM Monday through Friday exclusive of DEX holidays and subject to change by DEX.

2. EXTENT OF LABOR SERVICES, REPAIR, AND REPLACEMENT PARTS

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair, or replacement of parts. All parts necessary to the normal operation of the equipment will be furnished free of charge. In the event that the equipment is interfaced to a computer or computer network, this Agreement covers only the labor, parts, software, and updates that are provided by the equipment manufacturer which are necessary to interface the connected product. Service associated with application software, software updates on equipment not sold in conjunction with the connected product, reconfiguring, or modification to files and programs and network expansions to include NIC cards and Jet Direct cards are not covered under the Agreement. Networking and basic driver installation is available for \$100 to include up to 5 devices at the same location, or at the rate of \$100 per hour.

3. TERM

This Agreement shall become effective upon receipt and acceptance by DEX and shall continue for 63 months, following date of first invoice. It shall be automatically renewed for successive one year periods.

AUTOMATIC RENEWAL This Agreement is subject to annual increase during the initial term and shall be automatically renewed upon the expiration of the initial term for successive renewal terms. In no case will the renewal or annual increase exceed a 12% price increase over the prior period.

TERMINATION The Initial Term of this Agreement shall be as set forth above. In the event that DEX terminates this Agreement due to uncured Customer breach, or if the Customer elects to terminate Maintenance prior to the expiration of the Initial Term, or any subsequent Renewal Term, without cause, Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods, total billing multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term.

CUSTOMER METER READING AND REPORTING OBLIGATIONS

Customer agrees to provide DEX with accurate and timely meter readings at the end of each applicable billing period through the use of Patrol Monitoring Appliances during the Initial Term and all subsequent Renewal Terms. If a DEX Green Box is installed, it must be returned upon termination of this Agreement or the Customer will be billed \$125.00. If DEX Patrol WiFi units are deployed, they must be returned upon termination of this Agreement or Customer will be billed \$50 per unit. If Customer does not allow the use of Patrol Monitoring Appliance, then Customer is responsible for the manual reporting of meters on a timely basis.

4. CHARGES

The charge for maintenance under this Agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month Renewal Term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the Term and any Renewal Term within fifteen (15) days of the date of invoice date for such charges. A copy/print is 8.5" x 11".

5. CUSTOMER CHANGES

Any Customer changes alterations, attachments, or print coverage in excess of 8% may require a change in the charges set forth herein. DEX also reserves the right to terminate this Agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for DEX to continue to service the Equipment. Customer must advise DEX of any equipment movements not performed by DEX via the portal at www.deximaging.com. This can be completed by selecting machine movement found within the service dropdown located on the site.

6. ADDITIONAL EQUIPMENT

Any equipment added by Customer, subsequent to the commencement of this Agreement, will be added at the discretion of DEX.

7. EQUIPMENT REPLACEMENT

DEX, at its sole discretion, reserves the right to replace any equipment covered by this Agreement with a comparable or appropriate model. Additional equipment supplied by DEX will be governed by the contract type as delineated below.

CONTRACT TYPES

PREMIER - Service and Supplies for existing Customer devices. Replacement units supplied at the Customer expense.

PLATINUM - Service and Supplies for existing Customer devices as well as newly refurbished DEX provided devices. Additional devices and replacement devices not deemed to be at end of life require a minimum number of prints in addition to the originally contracted base DEX supplied equipment will be added per the following schedule.

B/W Speed	Minimum Prints	Color Speed	Minimum Prints
11 to 22 PPM	1,000 / Month	10 - 30 PPM	250 / Month
23 to 50 PPM	2,000 / Month	Over 30 PPM	500 / Month
Over 50 PPM	5,000 / Month		

PLATINUM+ - Service and Supplies utilizing OEM toner and parts for existing Customer devices as well as new DEX provided devices.

*** PLATINUM/PLATINUM+ Contracts Only** All equipment delivered by DEX remains the property of DEX. Any printer removed from service by DEX, deemed to have reached the end of its useful life, will be replaced with a model of equal or greater value.

Upon termination of this Agreement, printers owned by DEX must be purchased by Customer within thirty (30) days at a mutually agreed upon price or Customer must deliver the equipment to DEX in good condition and repair to a location designated by DEX within sixty (60) days. Any printers owned by DEX which are not returned will be billed to the customer at replacement value.

8. POWER REQUIREMENTS

Equipment under this Agreement must have a DEX approved surge protector/power filter. Customer agrees to provide the power recommended by the equipment manufacturer. Customer understands that service or parts required as a result of improper power, telephone lines, or computer cabling not supplied by DEX or an authorized agent of DEX may not be covered under this Agreement.

9. WAIVER OF JURY TRIAL

CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS EQUIPMENT ORDER.

10. BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance, parts, or supplies as provided hereunder, promptly when due, or removes or disables Patrol Monitoring Appliances, (1) DEX may (a) refuse to service the equipment, (b) furnish service on a "per call" basis at published rates, or invoice the customer for early termination charges in accordance with the termination paragraph, and (2) the Customer agrees to pay DEX cost and expense of collecting including the maximum attorney's fees permitted by law.

If the equipment is moved to a new service zone, DEX shall have the option to charge, and the Customer agrees to pay, the difference in published maintenance charges between current zone and new zone, assessed on a pro rata basis. If equipment is moved beyond DEX's service zone, Customer agrees to pay a fair and reasonable up charge for continued service under this Agreement, taking into account the distance to Customer's new location and DEX published rates for service on a "per call" basis.

If Customer uses supplies other than DEX's supplies, and such supplies are determined to be defective or not acceptable by DEX and/or cause abnormally frequent service calls or service problems, then DEX may, at its option, terminate this Agreement. In that event, Customer may be offered service on a "per call" basis at published rates. It is not a condition of this Agreement, however, that the Customer uses only DEX supplied materials.

11. NO WARRANTY

Other than the obligations set forth herein, DEX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DEX SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT.

12. CONSUMABLES

Toner cartridges will be shipped via electronic alerts generated by DEX Patrol Monitoring Appliance. Manual orders can be placed for any units that do not report to the Appliance. .0005 has been added to the per impression rates shown on the front of this agreement in lieu of freight. In a cost per impression contract, all unused consumable items remain the property of DEX. At contract termination, all unused consumable items, toner cartridges, developer, drums, etc. must be promptly returned to DEX.

MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Florida and is applicable to agreements wholly negotiated, executed, and performed in the State. It constitutes the entire Agreement between the parties and may not be modified except in writing, signed by duly authorized officers of DEX.

Revised October 2018



APPROVALS

SPECIAL INSTRUCTIONS

DEX SALES ASSOCIATE

Name CONNIE FUELL

Date: February 10, 2020

APPROVALS

I have read and agree to all terms and conditions contained in this document.

DEX Imaging, inc.

City of Bessemer

Dex Imaging Authorized Representative

Customer's Authorized Representative

Name: _____

Name: _____

Date: _____

Title: _____

Date: _____



LEASE AGREEMENT

TO OUR VALUED CUSTOMER: This Lease has been written in "Plain English". When we use the words "Lessee", you and your in this Lease, we mean you, our customer, which is the Lessee indicated below. When we use the words "we, us, and our" in this Lease, we mean the Lessor, DEX imaging of Alabama, LLC. Our address is 1045 Downtowner Blvd, Mobile, AL 36609.

CUSTOMER INFORMATION

Lessee Name
Bessemer City Of
Federal Tax ID#
63-600-1200
Approver #
Billing Street Address/City/County/State/Zip
1700 3rd Ave North Bessemer, Jefferson, AL 35020
Lease #
Equipment Location (if different from above)
Lessor Phone No
205-424-4060
Customer #

SUPPLIER INFORMATION

Supplier Name
DEX imaging of Alabama, LLC
Street Address/City/State/Zip
201 London Parkway Suite 100 Birmingham, AL 35211
Supplier Phone #
205-484-2561
"SUPPLIER"

EQUIPMENT DESCRIPTION

Quantity
1
Make/Model
Konica-Minolta bizhub C458 Color
Serial Number

☐ (Please see attached schedule for additional equipment)

END OF LEASE

Check one applicable box. If no box is checked or if more than one box is checked, the Fair Market Value Purchase Option will apply.

PURCHASE OPTION

☒ Fair Market Value Purchase Option
☐ Fixed Price Purchase Option of % of the Total Cash Price
☐ Fixed Price Purchase Option of \$

PLUS APPLICABLE TAXES

TERM AND PAYMENT SCHEDULE

Initial Lease Term:
36
Lease Payment:
\$ 259.00
You agree to pay at the time you sign this Lease:
A) Total Advance Lease Payment: **0** (Mcs.) = \$ **0.00**
B) Sales/Use Tax on Advance Lease Payment = \$ **0.00**
C) One-time Origination Fee = \$ **75.00**
D) Total of A + B + C = \$ **75.00**
If more than one Lease Payment is required in advance, the additional amount will be applied at the end of the initial or any renewal term.

PLUS APPLICABLE TAXES

INSURANCE & TAXES

You are required to provide and maintain insurance related to the Equipment, and to pay any property, use, and other taxes related to this Lease or the Equipment. (See Sections 4 and 6 on page 2 of this Lease.) If you are tax exempt, you agree to furnish us with satisfactory evidence of your exemption.

TERMS AND CONDITIONS

BY SIGNING THIS LEASE: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE PAGE 1 (THE FRONT) AND PAGE 2 (THE BACK) OF THIS LEASE. (ii) YOU AGREE THAT THIS LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON. (iii) YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES. (iv) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO. (v) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE. AND (vi) THIS LEASE IS THE ENTIRE AGREEMENT BETWEEN US, AND CANNOT BE MODIFIED EXCEPT BY ANOTHER SIGNED DOCUMENT BY US. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO DISPUTE ARISING UNDER OR RELATED TO THIS LEASE WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAWS OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

DEX imaging of Alabama, LLC

Bessemer City Of

Lessor

Lessee

X

X

Authorized Signature

Authorized Signature

Print Name & Title

Date

Print Name & Title

Date

PERSONAL GUARANTY

THIS PERSONAL GUARANTY CREATES SPECIFIC LEGAL OBLIGATIONS. When we use the words "you and your" in this Personal Guaranty, we mean the Personal Guarantor(s) indicated below. When we use the words "we, us and our" in this Personal Guaranty, we mean DEX imaging of Alabama, LLC, the Lessor identified in the Lease. In consideration of our entering into the lease agreement identified above ("Lease"), you unconditionally and irrevocably guarantee to us, our successors and assigns the prompt payment and performance of all obligations of the Customer identified above ("Lessee") under the Lease. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against the Lessee or against the equipment covered by the Lease. You waive all defenses and notices, including those of protest, presentment and demand. You agree that we can renew, extend or otherwise modify the terms of the Lease and you will be bound by such changes. If the Lessee defaults under the Lease, you will immediately perform all obligations of the Lessee under the Lease, including, but not limited to, paying all amounts due under the Lease. You will pay to us all expenses (including attorneys' fees) incurred by us in enforcing our rights against you or the Lessee. This is a continuing guaranty which will not be discharged or affected by your death and will bind your heirs and personal representatives. You waive any rights to seek repayment from the Lessee in the event you must pay us. If more than one personal guarantor has signed this Personal Guaranty, each of you agrees that your liability is joint and several. You authorize us or any of our affiliates to obtain credit bureau reports regarding your personal credit, and make other credit inquiries that we determine are necessary. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms herein. THE UNDERSIGNED CONSENTS TO PERSONAL JURISDICTION, VENUE, CHOICE OF LAW AND JURY TRIAL WAIVER AS STATED IN THE LEASE AND AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, INCURRED BY THE LESSOR RELATED TO THIS GUARANTY AND THE LEASE.

X

X

Personal Guarantor (no title)

Personal Guarantor (no title)

Print Name

Date

Print Name

Date

Home Street Address/City/State/Zip

Home Street Address/City/State/Zip

Phone Number

Phone Number

1. LEASE, DELIVERY AND ACCEPTANCE. You agree to lease the equipment described on page 1 of this lease agreement and as modified by supplements to this Master Agreement (collectively "Equipment") on the terms and conditions shown on page 1 and page 2 of this lease ("Lease"). You will arrange for the delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. This Lease will begin on the date when the Equipment is delivered to you. The Equipment will be deemed irrevocably accepted by you upon the earlier of: (a) the delivery to use of a signed Delivery and Acceptance Certificate (if requested by us) or (b) 10 days after delivery of the Equipment to you if you previously have not given written notice to us of your non-acceptance. This Lease will be binding on the parties only if DEX Imaging of Alabama, LLC, or its assignee or DEX Imaging of Alabama, LLC, after receipt of (i) the deposit payment of DEX Imaging of Alabama, LLC, or its assignee or DEX Imaging of Alabama, LLC, and (ii) our credit evaluation of you is satisfactory. In the event of non-approval, the sole liability of DEX Imaging of Alabama, LLC, shall be to return to you the amount that has been paid to you. If an advance payment is required, the first Lease Payment is due on the date the Equipment is delivered to you. If the Equipment has been accepted by you in accordance with this Section 1, the payments will be due on the day of each subsequent month for such other time period stated on page 1 of this Lease. The payments will be due on the day of each subsequent month for such other time period stated on page 1 of this Lease. You will make all payments required under this Lease to us at such address as we may specify in writing. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment, including all trade-ins and buyouts, by the manufacturer/supplier. If any Lease Payment or other amount payable to us is not paid within 10 days of its due date, you will pay us a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum rate allowable under applicable law). Lease payments are due whether or not you are invoiced. If, for any reason, your check is returned to us for non-payment, you will pay us a bad check charge of \$30, or if less, the maximum charge allowed by law.

2. NO WARRANTIES. We are leasing the Equipment and any software to you "AS-IS." YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, IF THE SUPPLIER SPECIFIED WITHIN THE SUPPLIER INFORMATION ON PAGE 1 IS AN ENTITY OTHER THAN DEX IMAGING OF ALABAMA, LLC, INC., WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of this Lease any warranties made by the manufacturer or Supplier under a Supply Contract. Notwithstanding any other terms and conditions of the Lease, you agree that as to any software: (a) we have not had, nor will have any title to such software; (b) you have procured or will procure a separate software license agreement and we are not a party to and have no responsibilities whatsoever in regards to such license agreement; (c) you have selected such software and we make no warranties of MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OF DEFECTIVE NATURE OF SUCH SOFTWARE SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE.

3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN. You will keep and use the Equipment only at the Equipment Location shown on page 1 of this Lease. You may not move the Equipment without our prior written consent. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless you purchase the Equipment in accordance with a purchase option granted to you on the first page of this Lease, within 10 days of the expiration of this Lease, you will immediately deliver the Equipment to us in good condition and repair, except for ordinary wear and tear, to any place in the United States that we tell you and upon our request, you will provide us with a certification from the manufacturer or its authorized representative as to the Equipment's condition. You are solely responsible for protecting and removing any confidential language stored on the Equipment prior to its return to us for any reason. You will pay for all expenses of de-installing, crating and shipping, and you will insure the Equipment for its full replacement value during shipping.

4. TAXES AND FEES. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, and including only taxes based on our income), levies, assessments, license and registration fees and other governmental charges relating to this Lease or the Equipment (collectively, with such taxes, "Governmental Charges"). You agree to promptly pay us, or demand, estimated future Governmental Charges. You authorize us to pay any Governmental Charges as they become due, and you agree to reimburse us promptly upon demand for the full amount (less any estimated amounts previously paid by you). You agree to pay us a fee for preparing and filing personal property tax returns. If the purchase option shown on page 1 of this Lease is \$1.00 you agree to file any required personal property tax returns, unless directed otherwise by Lessor. You also agree to pay us upon demand (i) for all costs of time, attending and reviewing DEX Imaging statements, and (ii) an origination fee of \$75.00 (or as otherwise agreed) to cover our investigation, documentation and other administrative costs in originating this Lease. You also agree to pay us a fee, in accordance with our current fee schedule, which may change from time to time, for additional services we may provide to you at your request during this Lease. You agree that the fees and other charges due under this lease may include a profit.

5. LOSS OR DAMAGE. As between you and us, you are responsible for any loss, theft or destruction of, or damage to the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either: (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 5(b) below.

6. INSURANCE/COLLATERAL PROTECTION. You agree (a) to keep the Equipment fully insured through a carrier acceptable to us against loss in an amount not less than the original cost of the Equipment with us named as lender's loss payee; (b) to maintain comprehensive public liability insurance acceptable to us, naming us as additional insured; (c) to provide proof of insurance satisfactory to us no later than thirty (30) days following the commencement of this Lease and thereafter upon our written request; (d) if you fail to obtain and maintain properly loss insurance satisfactory to us and/or you fail to provide proof of such insurance to us within thirty (30) days of the commencement of the Lease, we have the option, but not the obligation, to do as provided in either (a) or (b) as follows, as determined in our discretion: (i) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and may result in a profit to us through an investment in reinsurance. Any insurance proceeds received will be applied, at our option, (i) to repair, replace or replace the Equipment, or (ii) to pay us the remaining balance of the Lease plus our estimated residual value, both discounted at 8% per year, provided we elect to apply this subsection (a) or (b). We may charge you an insurance fee and/or a monthly property damage surcharge of up to .0035 of the equipment cost as a result of our credit, risk, administrative, and other costs, as would be further described in a letter from us to you. We may make a profit on this program. NOTHING IN THIS SECTION WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.

7. TITLE; RECORDING. You will keep the Equipment free of all liens and encumbrances. Unless the purchase option shown on page 1 of this Lease is \$1.00, you agree that: (a) we are the owner of and will hold title to the Equipment; and (b) this lease is a true lease. However, if this transaction is deemed to be a lease intended for security, you grant us a security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds) to secure all amounts owing under this lease with us. You will deliver to us any signed documents we request to protect our interest in the equipment. YOU AUTHORIZE US TO FILE A COPY OF THIS LEASE AS A FINANCING STATEMENT AND FILE AT ANY TIME, FINANCING STATEMENTS COVERING THE EQUIPMENT, YOU HEREBY RATIFY AND AUTHORIZE ANY SUCH FILINGS WE MAY MAKE BEFORE YOU SIGN THIS LEASE. YOU ALSO AGREE TO PAY US ANY FEES ASSOCIATED WITH SUCH FILINGS AND AGREE THAT THOSE FEES MAY INCLUDE A PROFIT.

8. DEFAULT. Each of the following is a "Default" under this Lease: (a) you fail to pay any Lease Payment or any other payment within 10 days of its due date; (b) you do not perform any of your other obligations under this Lease or in any other agreement with us or with any of our affiliates; (c) you become insolvent, you dissolve, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets; or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge

or consolidate with any other entity and you are not the survivor of such merger or consolidation or you permit a transfer of a substantial portion of your ownership interests; (e) any guarantor of this Lease dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) of this Section 8; (f) there has been a material adverse change in your or any guarantor's financial business, or operating condition; (g) you fail to perform in accordance with the covenants, terms and conditions of any material agreement with any other lender; (h) you make or have made any false statements or misrepresentations to us.

9. REMEDIES. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease and any or all other agreements that we have entered into with you; (b) we may require you to immediately pay us AS COMPENSATION FOR LOSS OF OUR BARGAIN AND NOT AS A PENALTY, the sum of (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at a rate of 8% per annum for the lowest rate permitted by law, whichever is higher; and (iii) the Fair Market Value of the Equipment; (c) require you to immediately stop using all financed software and return all of the Equipment or take possession of the Equipment, in which case you shall be responsible for any damage to the Equipment other than ordinary wear and tear as determined in our sole discretion and in which case we shall not be responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 12% per annum, but in no event more than the lawful maximum rate; (e) charge you for the expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession repair and collection costs, reasonable attorneys' fees and court costs; "Fair Market Value" of the Equipment means its fair market value at the end of the term, assuming good order and condition as estimated by us. These remedies are cumulative and are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right. You will remain responsible for the remaining balance after such application.

10. FINANCE LEASE STATUS. The parties intend this to be a "finance lease" under Article 2A of the Uniform Commercial Code ("UCC"). You waive all rights and remedies conferred upon a lessee by Article 2A of the UCC (30B-522).

11. ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign, or transfer this Lease and our rights in the Equipment. You agree that the assignee will have the same rights and benefits that we have now under this Lease but not our obligations. The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.

12. PURCHASE OPTION; AUTOMATIC RENEWAL. If no Default exists under this Lease, you will have the option at the end of the initial or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown on page 1 of this Lease, plus any applicable taxes. Unless the Purchase Option price is \$1.00, you must give us at least 90 days, but not more than 150 days, written notice before the end of the initial lease term, or any renewal term, that you will purchase the Equipment or that you will return the Equipment to us. If you do not give us such written notice, then you do not purchase or deliver the Equipment in accordance with the terms of this Lease, this Lease will automatically renew for one (1) year period, followed by successive months to month renewal terms. During each renewal term, the Lease Payment will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, we will use our reasonable judgment to determine the Equipment's use and in place fair market value. If you do not agree with our determination of the Equipment's fair market value, the fair market value (in use and in place) will be determined at your expense by an independent appraiser selected by us. Upon payment of the Purchase Option price, we shall transfer our interest in the Equipment to you "AS-IS, WHERE-AS" without any representation or warranty whatsoever and this Lease will terminate.

13. INDEMNIFICATION. You are responsible for all losses, damages, claims, infringement claims, injuries, and attorneys' fees and costs ("Claims"), incurred or asserted by any person or entity, in any manner relating to the Equipment, including its use, condition, or possession. You agree to defend and indemnify us against all Claims. Although we reserve the right to control the defense and to select or approve defense counsel, this indemnity continues beyond the termination of this Lease, for acts or omissions which occurred during the term of this Lease. You also agree that this Lease has been entered into on the assumption that you may be entitled to certain tax benefits available to the owner of the Equipment. In the case of an FMV Lease or a 10% Lease, you agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption of this Lease. In the event of any such loss we may increase the Lease Payments and other amounts due to offset any such adverse effect.

14. CREDIT INFORMATION. YOU AUTHORIZE US OR ANY OF OUR AFFILIATES, ASSIGNEES, POTENTIAL CREDITORS, OR INVESTORS TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES THAT WE DEEM REASONABLY NECESSARY. ON YOUR WRITTEN REQUEST, WE WILL INFORM YOU WHETHER WE HAVE REQUESTED A CONSUMER CREDIT REPORT AND THE NAME AND ADDRESS OF ANY CONSUMER CREDIT REPORTING AGENCY THAT FURNISHED A REPORT. YOU ACKNOWLEDGE THAT WITHOUT FURTHER NOTICE WE MAY USE OR REQUEST ADDITIONAL CREDIT BUREAU REPORTS TO UPDATE OUR INFORMATION SO LONG AS YOUR OBLIGATIONS TO US ARE OUTSTANDING.

15. EXECUTION AND DELIVERY. This lease and other related documents (each a "document") may be executed in counterparts (manually or by electronic means) by either party and, when transmitted to us by fax or other electronic means, shall be binding on you for all purposes as if originally signed. No document is binding on us until we sign it. When a copy of each document containing your original, typed or electronic signature is manually or electronically signed by us and in our possession, then such copy shall constitute the original document for all purposes and shall constitute the sole "original paper" as that term is defined in the UCC. If you sign or transmit any document to us electronically, you shall provide the counterpart of such document containing your original manual signature to us at our request. You agree not to make as a defense to the enforcement of any document that it was executed by electronic means by either party or transmitted to us by fax or other electronic means. If you elect to sign and transmit a Lease by fax or other electronic means, you waive notice of our acceptance of this lease and receipt of a copy of the originally signed lease.

16. FINANCIAL INFORMATION. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end; and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification, except as deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

17. PATRIOT ACT. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

18. MISCELLANEOUS. You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment. This Lease is not binding on us until we sign it and upon the satisfaction of the other conditions set forth in Section 1. Any change in any of the terms and conditions of this Lease must be in writing and signed by you. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on page 1 of this Lease (or to any other address specified by that party in writing) with postage prepaid. All of our rights and remedies will survive the termination of the Lease. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess will be applied to Lease Payments or, in the event of maturity, and any remaining excess will be returned to you. If you do not perform any of your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amount that we pay. If more than one Lessee has signed this Lease, each of you agrees that your liability is joint and several. This Lease supersedes any purchase orders that relate to this transaction.

GOVERNMENTAL ENTITIES ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between Dex Imaging of Alabama, LLC ("we", "us", "our") and Bessemer City of ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 1500566 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL CERTIFICATE

I, THE UNDERSIGNED, HEREBY CERTIFY THAT, AS OF THE DATE OF THE AGREEMENT, (A) THE INDIVIDUAL WHO EXECUTED THE AGREEMENT HAD FULL POWER AND AUTHORITY TO EXECUTE THE AGREEMENT AND (B) THE REPRESENTATIONS SET FORTH ABOVE IN THE PARAGRAPH TITLED "APPLICABLE TO GOVERNMENTAL ENTITIES ONLY" ARE TRUE AND ACCURATE IN ALL MATERIAL RESPECTS.

SIGNATURE

X

NAME & TITLE

DATE

OUR SIGNATURE

Dex Imaging of Alabama, LLC

SIGNATURE

PRINT NAME & TITLE

DATE

Exhibit "B"

***A Confidential Proposal
Prepared For:***

***City Of Bessemer
Mayors Office***

ATT: Rick Singleton

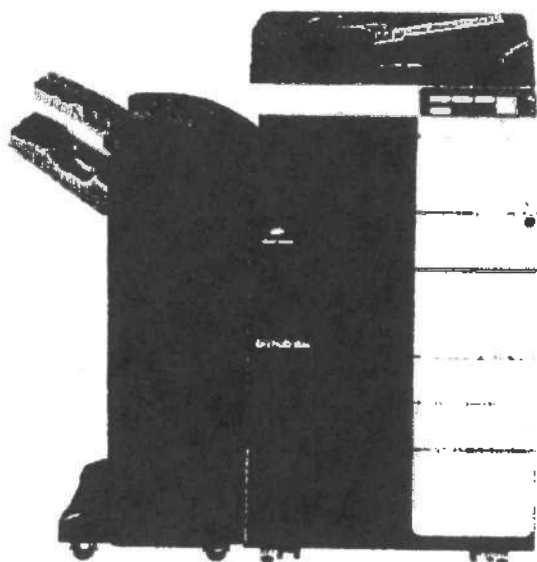
***Date Prepared:
February 10th 2020***



***201 London Parkway Suite 100
Birmingham AL 35211
Connie Fuell
Sr Account Executive
Cell : 205-427-3835
cfuell@deximaging.com***

DEX *imaging*

Proposed Equipment



City Council Office
Bizhub C659 Color Copier
/Printer/Scanner

DF 704 Dual Scan Doc Feeder
(2 x 500) sheet trays
(1 x 1000) (1x1500) sheet paper
trays

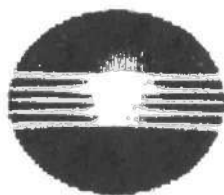
FS 536 SD Booklet Maker
Staple Finisher

PK 520 2/3 Hole punch

FK 514 Kit

Surge

Features



KONICA MINOLTA

65CPM B/W 65 CPM Color
Dual Scan Speed 240 SPM Color and
B/W

300 Sheet Dual Doc Feeder
Auto & Stack less Duplexing
Paper size 8 1/2 x 11 up to 12 x 18
(2 x 500) (1 X 1000) (1 x 1500) Sheet
Paper Trays

150 Sheet Bypass
Heavy stock up to 110lb Cover
1000 account codes
Box Utility Storage
2 Position Stapler



Acquisition Options

FMV LEASE DOWN:

36 month.....\$ 337.00

No Sales Tax

No Property Tax

No Doc fee

DEX Imaging will return the C658 machines to Southlake Capital at No additional.

Service and Supply Agreement

DEX Imaging Service:

Service is billed monthly on a per copy base.

All B/W copies/prints will be billed @.0045

All color copies will be billed at .035 per copy/prints

This covers all parts, labor and supplies.

Excludes paper, staples



SALES ORDER / SERVICE AGREEMENT

EQUIPMENT DELIVERY LOCATION

City of Bessemer
17B00 3rd Ave North
Bessemer, AL 35020

Delivery Contact: Mary Ann Herron
Phone: 205-424-4060
Email: mherron@bessemeral.org

EQUIPMENT

City of Bessemer (Mayors Office) (Monthly)								
B/W Base:	Copies Included: 0000	Overage Rate: \$0.004500 /copy						
Color Base: \$0.00	Copies Included: 0	Overage Rate: \$0.035000 /copy						
Included: Parts, labor and supplies with exception of paper products, staples and freight								
Make	Model	Serial#	ID#	ESP	B/W M.	Color M.	QTY	Admin
Konica-Minolta	bizhub C659			Yes			1	
Acc: Digital QC 120/20 Surge Protector								
Acc: TN713K BLACK TONER (YIELD - 48.9K)								
Acc: TN713Y YELLOW TONER (YIELD - 33.2K)								
Acc: TN713M MAGENTA TONER (YIELD - 33.2K)								
Acc: TN713C CYAN TONER (YIELD - 33.2K)								
Acc: FS-536SD Finisher								
Acc: PK-520 2/3 Hole Punch Unit (FS-534 or FS-536)								
Acc: FK-516 Fax Kit								

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions:

No Sales Tax
No Property Tax
No Doc Fee

No charge on shipping supplies

EQUIPMENT SERVICE AGREEMENT TERMS AND CONDITIONS

SCOPE OF COVERAGE

This Agreement covers both labor and material for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment except for normal key operator responsibilities and others as herein provided. Damage to the equipment and/or its parts arising from misuse, abuse, negligence, or causes beyond DEX's control (including acts of God or natural disasters) is not covered. In addition, DEX may terminate this Agreement in the event that the equipment is modified, damaged, altered, or serviced by personnel other than those employed or authorized by DEX or if parts, accessories, or components not authorized by DEX are fitted to the equipment.

1. BUSINESS HOURS FOR SERVICE

Maintenance services shall be provided hereunder only during DEX's normal business hours, which shall consist of 8:00 AM to 5:00 PM, Monday through Friday, exclusive of DEX holidays and subject to change by DEX.

2. EXTENT OF LABOR SERVICES, REPAIR, AND REPLACEMENT PARTS

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair, or replacement of parts. All parts necessary to the normal operation of the equipment will be furnished free of charge. In the event that the equipment is interfaced to a computer or computer network, this Agreement covers only the labor, parts, software, and updates that are provided by the equipment manufacturer which are necessary to interface the connected product. Service associated with application software, software updates on equipment, not sold in conjunction with the connected product, reconfiguring, or modification to files and programs and network expansions to include NIC cards and Jet Direct cards are not covered under the Agreement. Networking and basic driver installation is available for \$100 to include up to 5 devices at the same location, or at the rate of \$100 per hour.

3. TERM

This Agreement shall become effective upon receipt and acceptance by DEX and shall continue for 63 months, following date of first invoice. It shall be automatically renewed for successive one year periods.

AUTOMATIC RENEWAL. This Agreement is subject to annual increase during the initial term and shall be automatically renewed upon the expiration of the initial term for successive renewal terms. In no case will the renewal or annual increase exceed a 12% price increase over the prior period.

TERMINATION. The Initial Term of this Agreement shall be as set forth above. In the event that DEX terminates this Agreement due to uncured Customer breach, or if the Customer elects to terminate Maintenance prior to the expiration of the Initial Term, or any subsequent Renewal Term, without cause, Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods, total billing multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term.

CUSTOMER METER READING AND REPORTING OBLIGATIONS

Customer agrees to provide DEX with accurate and timely meter readings at the end of each applicable billing period through the use of Patrol Monitoring Appliances during the Initial Term and all subsequent Renewal Terms. If a DEX Green Box is installed, it must be returned upon termination of this Agreement or the Customer will be billed \$125.00. If DEX Patrol WiFi units are deployed, they must be returned upon termination of this Agreement or Customer will be billed \$50 per unit. If Customer does not allow the use of Patrol Monitoring Appliance, then Customer is responsible for the manual reporting of meters on a timely basis.

4. CHARGES

The charge for maintenance under this Agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month Renewal Term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the Term and any Renewal Term within fifteen (15) days of the date of invoice date for such charges. A copy/print is 8.5" x 11".

5. CUSTOMER CHANGES

Any Customer changes, alterations, attachments, or print coverage in excess of 8% may require a change in the charges set forth herein. DEX also reserves the right to terminate this Agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for DEX to continue to service the Equipment.

Customer must advise DEX of any equipment movements not performed by DEX via the portal at www.deximaging.com. This can be completed by selecting machine movement found within the service dropdown located on the site.

6. ADDITIONAL EQUIPMENT

Any equipment added by Customer subsequent to the commencement of this Agreement, will be added at the discretion of DEX.

7. EQUIPMENT REPLACEMENT

DEX, at its sole discretion, reserves the right to replace any equipment covered by this Agreement with a comparable or appropriate model. Additional equipment supplied by DEX will be governed by the contract type as delineated below.

CONTRACT TYPES

PREMIER - Service and Supplies for existing Customer devices. Replacement units supplied at the Customer expense.

PLATINUM - Service and Supplies for existing Customer devices as well as newly refurbished DEX provided devices. Additional devices and replacement devices not deemed to be at end of life require a minimum number of prints in addition to the originally contracted base. DEX supplied equipment will be added per the following schedule.

B/W Speed	Minimum Prints	Color Speed	Minimum Prints
11 to 22 PPM	1,000 / Month	10 - 30 PPM	250 / Month
23 to 50 PPM	2,000 / Month	Over 30 PPM	500 / Month
Over 50 PPM	5,000 / Month		

PLATINUM+ - Service and Supplies utilizing OEM toner and parts for existing Customer devices as well as new DEX provided devices.

* **PLATINUM/PLATINUM+ Contracts Only.** All equipment delivered by DEX remains the property of DEX. Any printer removed from service by DEX, deemed to have reached the end of its useful life, will be replaced with a model of equal or greater value.

Upon termination of this Agreement, printers owned by DEX must be purchased by Customer within thirty (30) days at a mutually agreed upon price or Customer must deliver the equipment to DEX in good condition and repair to a location designated by DEX within sixty (60) days. Any printers owned by DEX which are not returned will be billed to the customer at replacement value.

8. POWER REQUIREMENTS

Equipment under this Agreement must have a DEX approved surge protector/power filter. Customer agrees to provide the power recommended by the equipment manufacturer. Customer understands that service or parts required as a result of improper power, telephone lines, or computer cabling not supplied by DEX or an authorized agent of DEX may not be covered under this Agreement.

9. WAIVER OF JURY TRIAL

CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS EQUIPMENT ORDER.

10. BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance, parts, or supplies as provided hereunder, promptly when due, or removes or disables Patrol Monitoring Appliances, (1) DEX may (a) refuse to service the equipment, (b) furnish service on a C.O.D. "per call" basis at published rates, or invoice the customer for early termination charges in accordance with the termination paragraph, and (2) the Customer agrees to pay DEX cost and expense of collecting including the maximum attorney's fees permitted by law.

If the equipment is moved to a new service zone, DEX shall have the option to charge, and the Customer agrees to pay, the difference in published maintenance charges between current zone and new zone, assessed on a pro rata basis. If equipment is moved beyond DEX's service zone, Customer agrees to pay a fair and reasonable up charge for continued service under this Agreement, taking into account the distance to Customer's new location and DEX published rates for service on a "per call" basis.

If Customer uses supplies other than DEX's supplies, and such supplies are determined to be defective or not acceptable by DEX and/or cause abnormally frequent service calls or service problems, then DEX may, at its option, terminate this Agreement. In that event, Customer may be offered service on a "per call" basis at published rates. It is not a condition of this Agreement, however, that the Customer uses only DEX supplied materials.

11. NO WARRANTY

Other than the obligations set forth herein, DEX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DEX SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT.

12. CONSUMABLES

Toner cartridges will be shipped via electronic alerts generated by DEX Patrol Monitoring Appliance. Manual orders can be placed for any units that do not report to the Appliance. .0005 has been added to the per impression rates shown on the front of this agreement in lieu of freight. In a cost per impression contract, all unused consumable items remain the property of DEX. At contract termination, all unused consumable items, toner cartridges, developer drums, etc. must be promptly returned to DEX.

MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Florida and is applicable to agreements wholly negotiated, executed, and performed in the State. It constitutes the entire Agreement between the parties and may not be modified except in writing, signed by duly authorized officers of DEX.

Revision October 2018



APPROVALS

SPECIAL INSTRUCTIONS

DEX SALES ASSOCIATE

Name: CONNIE FUELL

Date: February 10, 2020

APPROVALS

I have read and agree to all terms and conditions contained in this document.

DEX Imaging, inc.

Cit of Bessemer

Dex Imaging Authorized Representative

Customer's Authorized Representative

Name: _____

Name: _____

Date: _____

Title: _____

Date: _____



LEASE AGREEMENT

TO OUR VALUED CUSTOMER: This lease has been written in "Plain English". When we use the words Lessee, you and your in this lease, we mean you, our customer, which is the Lessee indicated below. When we use the words we, us, and our in this lease, we mean the Lessor, DEX Imaging of Alabama, LLC. Our address is 1045 Downtown Blvd, Mobile, AL 36609.

CUSTOMER INFORMATION	Lessee Name Bessemer City of	Federal Tax ID# 63-600-1200	Approval #
	Billing Street Address/City/County/State/Zip 1700 3rd Ave North Bessemer, Jefferson, AL 35020		Lease #
	Equipment Location (if different from above) 1700 3rd Ave North Bessemer, AL 35020	Lessee Phone No. 205-434-4060	Customer #
SUPPLIER INFORMATION	Supplier Name DEX imaging of Alabama, LLC	("SUPPLIER")	
	Street Address/City/State/Zip 201 London Parkway Suite 100 Birmingham, AL 35211	Supplier Phone # 205-484-2561	

EQUIPMENT DESCRIPTION	Quantity	Make/Model	Serial Number
<input type="checkbox"/> (Please see attached schedule for additional equipment)	1	Konica-Minolta bizhub C659	

END OF LEASE PURCHASE OPTION	Check one applicable box. If no box is checked or if more than one box is checked, the Fair Market Value Purchase Option will apply.		PLUS APPLICABLE TAXES
	<input checked="" type="checkbox"/> Fair Market Value Purchase Option	<input type="checkbox"/> Fixed Price Purchase Option of \$ _____	
TERM AND PAYMENT SCHEDULE	Initial Lease Term: 36	Lease Payment: \$ 337.00	PLUS APPLICABLE TAXES
	You agree to pay at the time you sign this Lease: A) Total Advance Lease Payment: 0 (Mos.) = \$ 0.00 B) Sales/Use Tax on Advance Lease Payment: = \$ 0.00 C) One-time Origination Fee = \$ 0.00 D) Total of A + B + C = \$ 0.00 If more than one Lease Payment is required in advance, the additional amount will be applied at the end of the initial or any renewal term.		

INSURANCE & TAXES You are required to provide and maintain insurance related to the Equipment, and to pay any property, use, and other taxes related to this Lease or the Equipment. (See Sections 4 and 6 on page 2 of this Lease.) If you are tax-exempt, you agree to furnish us with satisfactory evidence of your exemption.

TERMS AND CONDITIONS BY SIGNING THIS LEASE: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE PAGE 1 (THE FRONT) AND PAGE 2 (THE BACK) OF THIS LEASE. (ii) YOU AGREE THAT THIS LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL. YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON. (iii) YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES. (iv) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO. (v) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE. AND (vi) THIS LEASE IS THE ENTIRE AGREEMENT BETWEEN US, AND CANNOT BE MODIFIED EXCEPT BY ANOTHER SIGNED DOCUMENT BY US. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION, OR SETOFF FOR ANY REASON WHATSOEVER. IF THIS LEASE IS ASSIGNED, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS LEASE WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAWS OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

DEX imaging of Alabama, LLC

Lessor

Bessemer City of

Lessee

X

Authorized Signature

X

Authorized Signature

Print Name & Title

Date

Print Name & Title

Date

PERSONAL GUARANTY

THIS PERSONAL GUARANTY CREATES SPECIFIC LEGAL OBLIGATIONS. When we use the words you and your in this Personal Guaranty, we mean the Personal Guarantor(s) indicated below. When we use the words we, us and our in this Personal Guaranty, we mean DEX imaging of Alabama, LLC, the Lessor identified in the Lease. In consideration of our entering into the lease agreement identified above ("Lease"), you unconditionally and irrevocably guarantee to us, our successors and assigns the prompt payment and performance of all obligations of the Customer identified above ("Lessee") under the Lease. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against the Lessee or against the equipment covered by the Lease. You waive all defenses and notices, including those of protest, presentment and demand. You agree that we can renew, extend or otherwise modify the terms of the Lease and you will be bound by such changes. If the Lessee defaults under the Lease, you will immediately perform all obligations of the Lessee under the Lease, including, but not limited to, paying all amounts due under the Lease. You will pay to us all expenses (including attorneys' fees) incurred by us in enforcing our rights against you or the Lessee. This is a continuing guaranty which will not be discharged or affected by your death and will bind your heirs and personal representatives. You waive any rights to seek repayment from the Lessee in the event you must pay us. If more than one personal guarantor has signed this Personal Guaranty, each of you agrees that your liability is joint and several. You authorize us or any of our affiliates to obtain credit bureau reports regarding your personal credit, reasonably necessary to determine your current financial condition and faithful performance of the terms herein. THE UNDERSIGNED CONSENTS TO PERSONAL JURISDICTION, VENUE, CHOICE OF LAW AND JURY TRIAL WAIVER AS STATED IN THE LEASE AND AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, INCURRED BY THE LESSOR RELATED TO THIS GUARANTY AND THE LEASE.

X

Personal Guarantor (no title)

Print Name

Date

Home Street Address/City/State/Zip

Phone Number

X

Personal Guarantor (no title)

Print Name

Date

Home Street Address/City/State/Zip

Phone Number

1. **LEASE; DELIVERY AND ACCEPTANCE.** You agree to lease the equipment described on page 1 of this lease agreement, and as modified by supplements to this Master Agreement, collectively "Equipment," on the terms and conditions shown on page 1 and page 2 of this lease ("Lease"). You will arrange for the delivery of the Equipment to you. When you receive the Equipment you agree to inspect it to determine if it is in good working order. This Lease will begin on the date when the Equipment is delivered to you. The Equipment will be deemed irrevocably accepted by you upon the earlier of: (a) the delivery to us of a signed Delivery and Acceptance Certificate (if requested by us); or (b) 10 days after delivery of the Equipment to you if you previously have not given written notice to us of your non-acceptance. This Lease will be binding on the parties only if DEX Imaging of Alabama, LLC or its assignee accepts it, as evidenced only by the signature of an authorized representative of DEX Imaging of Alabama, LLC or its assignee and DEX Imaging of Alabama, LLC, after receipt of (i) the deposit payment if any, shown on the face of this Lease; (ii) a signed delivery and acceptance certificate and all other documentation; and (iii) our credit evaluation of you is satisfactory. In the event of non-acceptance, the sole liability of DEX Imaging of Alabama, LLC, shall be to refund to you the amount that has been paid to you. If an advance payment is required, the first Lease Payment is due on or before the date the Equipment is delivered to you. If the Equipment has been accepted by you in accordance with this Section 1, the payments will be due on the day of each subsequent month for such other time period stated on page 1 of this Lease) specified by us. You will make all payments required under this Lease to us at such address as we may specify in writing. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment, including all trade-ins and buyouts, by the manufacturer/supplier. If any Lease Payment or other amount payable to us is not paid within 10 days of its due date, you will pay us a late charge not to exceed 7% of each late payment (or such lesser rate as the maximum rate allowable under applicable law). Lease payments are due whether or not you are invoiced. If, for any reason, your check is returned to us for non-payment, you will pay us a bad check charge of \$30, or if less, the maximum charge allowed by law.

2. **NO WARRANTIES.** We are leasing the Equipment and any software to you "AS-IS." YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, IF THE SUPPLIER SPECIFIED WITHIN THE SUPPLIER INFORMATION ON PAGE 1 IS AN ENTITY OTHER THAN DEX IMAGING OF ALABAMA, LLC, INC. WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of this Lease any warranties made by the manufacturer or Supplier under a Supply Contract. Notwithstanding any other terms and conditions of the Lease, you agree that as to any software: (a) we have not had, do not have, nor will we have any title to such software; (b) you have executed or will execute a separate software license agreement and we are not a party to and have no responsibility whatsoever in regards to such license agreement; (c) you have selected such software and we make NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OF DEFECTIVE NATURE OF SUCH SOFTWARE SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE.

3. **EQUIPMENT LOCATION; USE AND REPAIR; RETURN.** You will keep and use the Equipment only at the Equipment Location shown on page 1 of this Lease. You may not move the Equipment without our prior written consent. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at the cost or expense to us. We may inspect the Equipment at any reasonable time. Unless you purchase the Equipment in accordance with a purchase option granted to you on the first page of this Lease, within 10 days of the expiration of this Lease, you will immediately deliver the Equipment to us in good condition; and repair, except for ordinary wear and tear; to any place in the United States that we tell you, and upon our request you will provide us with a certification from the manufacturer or its authorized representative as to the Equipment's condition. You are solely responsible for protecting and removing any confidential language stored on the Equipment prior to its return to us for any reason. You will pay for all expenses of de-installing, crating and shipping, and you will insure the Equipment for its full replacement value during shipping.

4. **TAXES AND FEES.** You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, and excluding only taxes based on our income), levies, assessments, license and registration fees and other governmental charges relating to this Lease or the Equipment (collectively, with such taxes, "Governmental Charges"). You agree to promptly pay us, on demand, estimated future Governmental Charges. You authorize us to pay any Governmental Charges as they become due. You agree to pay us a fee for preparing and filing personal property tax returns. If the purchase option shown on page 1 of this lease is \$1,000, you agree to file any required personal property tax returns, unless directed otherwise by Lessor. You also agree to pay US upon demand (i) for all costs of filing and releasing USOC financing statements, and (ii) an origination fee of \$75.00 (or as otherwise agreed) to cover our investigation, documentation and other administrative costs in originating this Lease. You also agree to pay us a fee, in accordance with our current fee schedule, which may change from time to time, for additional services we may provide to you at your request during this Lease. You agree that the fees and other charges due under this lease may include a profit.

5. **LOSS OR DAMAGE.** As between you and us, you are responsible for any loss, theft or destruction of, or damage to the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 5(b) below.

6. **INSURANCE/COLLATERAL PROTECTION.** You agree (a) to keep the Equipment fully insured through a carrier acceptable to us against fire, theft and other risks, in an amount not less than the original cost of the Equipment with us named as lender's loss payee; (b) to maintain comprehensive public liability insurance acceptable to us, naming us as additional insured; (c) to provide proof of insurance satisfactory to us no later than thirty (30) days following the commencement of this Lease; and thereafter upon our written request (d) if you fail to obtain and maintain property loss insurance satisfactory to us and/or you fail to provide proof of such insurance to us within thirty (30) days of the commencement of the Lease, we have the option, but not the obligation, to do as provided in either (a) or (b) as follows, as determined in Our discretion (e) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and may result in a profit to us through an investment in reinsurance. Any insurance proceeds received will be applied, at our option, (i) to repair, restore or replace the Equipment, or (ii) to pay us the remaining balance of the Lease plus our estimated residual value, both discounted at 6% per year, provided we elect to apply this subsection (e) or (f). We may charge you an insurance fee and/or a monthly property damage surcharge of up to .0035 of the equipment cost as a result of our credit risk, administrative, and other costs, as would be further described in a letter from us to you. We may make a profit on this program. NOTHING IN THIS SECTION WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.

7. **TITLE; RECORDING.** You will keep the Equipment free of all liens and encumbrances. Unless the purchase option shown on page 1 of this lease is \$1,000, you agree that (a) we are the owner of and will hold title to the Equipment, and (b) this lease is a true lease. However, if this transaction is deemed to be a lease intended for security, you grant us a security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds) to secure all amounts owing under this lease with us. You will deliver to us any signed documents we request to protect our interest in the equipment. YOU AUTHORIZE US TO FILE A COPY OF THIS LEASE AS A FINANCING STATEMENT AND FILE AT ANY TIME, FINANCING STATEMENTS COVERING THE EQUIPMENT. YOU HEREBY RATIFY AND AUTHORIZE ANY SUCH FILINGS WE MAY MAKE BEFORE YOU SIGN THIS LEASE. YOU ALSO AGREE TO PAY US ANY FEES ASSOCIATED WITH SUCH FILINGS AND AGREE THAT THOSE FEES MAY INCLUDE A PROFIT.

8. **DEFAULT.** Each of the following is a "Default" under this Lease: (a) you fail to pay any Lease Payment or any other payment within 10 days of its due date; (b) you do not perform any of your other obligations under this Lease or in any other agreement with us or with any of our affiliates; (c) you become insolvent; you dispose, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge

or consolidate with any other entity and you are not the survivor of such merger or consolidation or you permit a transfer of a substantial portion of your ownership interests; (e) any guarantor of this Lease does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) of this Section 8; (f) there has been a material adverse change in your or any guarantor's financial, business, or operating condition; (g) you fail to perform in accordance with the covenants, terms and conditions of any material agreement with any other lender; (h) you make or have made any false statements or misrepresentations to us.

9. **REMEDIES.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease and any or all other agreements that we have entered into with you; (b) we may require you to immediately pay us, AS COMPENSATION FOR LOSS OF OUR BARGAIN AND NOT AS A PENALTY, the sum of (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at a rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment; (c) require you to immediately stop using all financed software and return all of the Equipment or take possession of the Equipment, in which case you shall be responsible for any damage to the Equipment other than ordinary wear and tear; as determined in our sole discretion and in which case we shall not be responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 12% per annum, but in no event more than the lawful maximum rate; (e) charge you for the expenses incurred in connection with the enforcement of our remedies including without limitation, repossession, repair and collection costs, reasonable attorneys' fees and court costs. "Fair Market Value" of the Equipment means its fair market value at the end of the term, assuming good order and condition as estimated by us. These remedies are cumulative and are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right. You will remain responsible for the remaining balance after such application.

10. **FINANCE LEASE STATUS.** The parties intend this to be a "finance lease" under Article 2A of the Uniform Commercial Code ("UCC"). You waive all rights and remedies conferred upon a lessee by Article 2A of the UCC (508-522).

11. **ASSIGNMENT; YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE.** We may, without notifying you, sell, assign, or transfer this Lease and our rights in the Equipment. You agree that the assignee will have the same rights and benefits that we have now under this Lease but not our obligations. The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.

12. **PURCHASE OPTION; AUTOMATIC RENEWAL.** If no Default exists under this Lease, you will have the option at the end of the initial or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown on page 1 of this Lease, plus any applicable taxes. Unless the Purchase Option price is \$1,000, you must give us at least 90 days, but not more than 150 days, written notice before the end of the initial lease term, or any renewal term, that you will purchase the Equipment or that you will return the Equipment to us. If you do not give us such written notice or if you do not purchase or deliver the Equipment in accordance with the terms of this Lease, this Lease will automatically renew for one ninety (90) day period, followed by successive month to month renewal terms. During such renewal term(s) the Lease Payment will remain the same. We may cancel an automatic renewal term by sending you written notice 90 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, we will use our reasonable judgment to determine the Equipment's market value in use and in place at its market value. If you do not agree with our determination of the Equipment's fair market value, the fair market value (in use and in place) will be determined at your expense by an independent appraiser selected by us. Upon payment of the Purchase Option price, we shall transfer our interest in the Equipment to you "AS-IS, WHERE-IS" without any representation or warranty whatsoever and this Lease will terminate.

13. **INDEMNIFICATION.** You are responsible for all losses, damage, claims, reclamation claims, injuries, and attorneys' fees and costs ("Claims") incurred or asserted by any person or entity, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, including without limitation, the right to control the defense and to select or approve defense counsel. This indemnity continues throughout the term of this Lease, for acts or omissions which occurred during the term of this Lease. You also agree that this Lease has been entered into on the assumption that we may be entitled to certain tax benefits available to the owner of the Equipment. In the case of an FNV Lease or a 10% Lease, you agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption of this Lease. In the event of any such loss, we may increase the Lease Payments and other amounts due to offset any such adverse effect.

14. **CREDIT INFORMATION.** YOU AUTHORIZE US OR ANY OF OUR AFFILIATES, ASSIGNEES, POTENTIAL PURCHASERS, OR INVESTORS TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES THAT WE DETERMINE ARE NECESSARY, ON YOUR WRITTEN REQUEST. WE WILL INFORM YOU WHETHER WE HAVE REQUESTED A CONSUMER CREDIT REPORT AND THE NAME AND ADDRESS OF ANY CONSUMER CREDIT REPORTING AGENCY THAT FURNISHED A REPORT. YOU ACKNOWLEDGE THAT WITHOUT FURTHER NOTICE WE MAY USE OR REQUEST ADDITIONAL CREDIT BUREAU REPORTS TO UPDATE OUR INFORMATION SO LONG AS YOUR OBLIGATIONS TO US ARE OUTSTANDING.

15. **EXECUTION AND DELIVERY.** This lease and other related documents (each a "document") may be executed in counterparts (manually or by electronic means) by either party and, when transmitted to us by fax or other electronic means, shall be binding on you for all purposes as if originally signed. No document is binding on us until we sign it. When a copy of each document containing your original, hand or electronic signature is manually or electronically signed by us and in our possession, then such copy shall constitute the original document for all purposes and shall constitute the sole "chattel paper" as that term is defined in the UCC. If you sign or transmit any document to us electronically, you shall provide the counterpart of such document containing your original manual signature to us at our request. You agree not to raise as a defense to the enforcement of any document that it was executed by electronic means by either party or transmitted to us by fax or other electronic means. If you elect to sign and transmit a Lease by fax or other electronic means, you waive notice of its acceptance of this lease and receipt of a copy of the originally signed lease.

16. **FINANCIAL INFORMATION.** Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) completed, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end; and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail but not any qualifications or omissions deemed material by us. Unless otherwise accepted by us, all financial statements submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

17. **PATRIOT ACT.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying document.

18. **MISCELLANEOUS.** You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment. This Lease is not binding on us until we sign it and upon the satisfaction of the other conditions set forth in Section 1. Any change in any of the terms and conditions of this Lease must be in writing and signed by you. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on page 1 of this Lease (or in any other address specified by that party in writing) with postage prepaid. All of our rights and remedies will survive the termination of this Lease. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of true price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be returned to you. If you do not perform any of your obligations under this lease, we have the right, but not the obligation, to take any action to pay any amounts that are due to us necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. If more than one Lessee has signed this Lease, each of you agrees that your liability is joint and several. This Lease supersedes any purchase order that relate to this transaction.

GOVERNMENTAL ENTITIES ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between Dex Imaging of Alabama, LLC ("we", "us", "our") and Bessemer, City of ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 1544408 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL CERTIFICATE

I, THE UNDERSIGNED, HEREBY CERTIFY THAT, AS OF THE DATE OF THE AGREEMENT, (A) THE INDIVIDUAL WHO EXECUTED THE AGREEMENT HAD FULL POWER AND AUTHORITY TO EXECUTE THE AGREEMENT AND (B) THE REPRESENTATIONS SET FORTH ABOVE IN THE PARAGRAPH TITLED "APPLICABLE TO GOVERNMENTAL ENTITIES ONLY" ARE TRUE AND ACCURATE IN ALL MATERIAL RESPECTS.

SIGNATURE:

X

NAME & TITLE:

DATE:

OUR SIGNATURE

Dex Imaging of Alabama, LLC

SIGNATURE

PRINT NAME & TITLE

DATE

Exhibit "C"

***A Confidential Proposal
Prepared For:***

***City Of Bessemer
City Council Office***

ATT: Rick Singleton

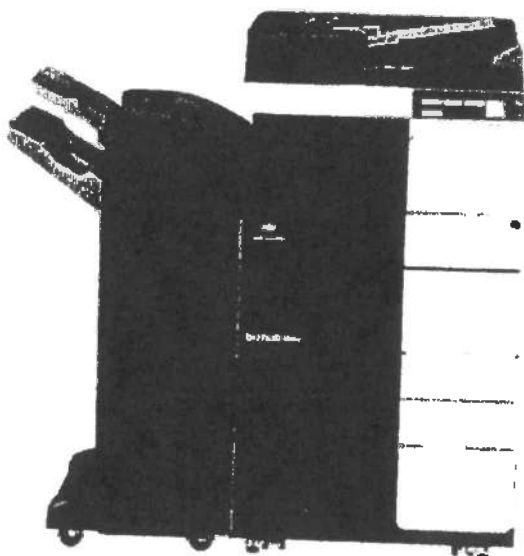
***Date Prepared:
February 10th, 2020***



***201 London Parkway Suite 100
Birmingham AL 35211
Connie Fuell
Sr Account Executive
Cell : 205-427-3835
cfuell@deximaging.com***



Proposed Equipment



City Council Office
Bizhub C659 Color Copier
/Printer/Scanner

DF 704 Dual Scan Doc Feeder
(2 x 500) sheet trays
(1 x 1000) (1 x 1500) sheet paper
trays

FS 536 SD Booklet Maker
Staple Finisher

PK 520 2/3 Hole punch

FK 514 Kit

Surge

Features



KONICA MINOLTA

65CPM B/W 65 CPM Color
Dual Scan Speed 240 SPM Color and
B/W

300 Sheet Dual Doc Feeder
Auto & Stack less Duplexing
Paper size 8 1/2 x 11 up to 12 x 18
(2 x 500) (1 X 1000) (1 x 1500) Sheet
Paper Trays

150 Sheet Bypass
Heavy stock up to 110lb Cover
1000 account codes
Box Utility Storage
2 Position Stapler



Acquisition Options

FMV LEASE DOWN:

36 month.....\$ 337.00

No Sales Tax

No Property Tax

No Doc fee

DEX Imaging will return the C658 machines to Southlake Capital at No additional.

Service and Supply Agreement

DEX Imaging Service:

Service is billed monthly on a per copy base.

All B/W copies/prints will be billed @.0045

All color copies will be billed at .035 per copy/prints

This covers all parts, labor and supplies.

Excludes paper, staples



SALES ORDER / SERVICE AGREEMENT

EQUIPMENT DELIVERY LOCATION

City of Bessemer (City Council)
1700 3rd Ave North
Bessemer , AL 35020

Delivery Contact: Angela Coleman
Phone: 205-424-4060
Email: accoleman@bessemeral.org

EQUIPMENT

City of Bessmer (City Council) (Monthly)								
B/W Base:		Copies Included: 0000		Overage Rate: \$0.004500 /copy				
Color Base: \$0.00		Copies Included: 0		Overage Rate: \$0.035000 /copy				
Included: Parts, labor and supplies with exception of paper products, staples and freight								
Make	Model	Serial#	ID#	ESP	B/W M.	Color M.	QTY	Admin
Konica-Minolta	bizhub C659			Yes			1	
Acc: Digital OC 120/20 Surge Protector								
Acc: TN713K BLACK TONER (YIELD - 48.9K)								
Acc: TN713Y YELLOW TONER (YIELD - 33.2K)								
Acc: TN713M MAGENTA TONER (YIELD - 33.2K)								
Acc: TN713C CYAN TONER (YIELD - 33.2K)								
Acc: FS-536SD Finisher								
Acc: PK-520 2/3 Hole Punch Unit (FS-534 or FS-536)								
Acc: FK-516 Fax Kit								

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING INC.

Special Instructions:

No sales tax
No doc Fee
No property Tax

No charge on shipping supplies

EQUIPMENT SERVICE AGREEMENT TERMS AND CONDITIONS

SCOPE OF COVERAGE

This Agreement covers both labor and material for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment except for normal key operator responsibilities and others as herein provided. Damage to the equipment and/or its parts arising from misuse, abuse, negligence, or causes beyond DEX's control (including acts of God or natural disasters) is not covered. In addition, DEX may terminate this Agreement in the event that the equipment is modified, damaged, altered, or serviced by personnel other than those employed or authorized by DEX or if parts, accessories, or components not authorized by DEX are fitted to the equipment.

1. BUSINESS HOURS FOR SERVICE

Maintenance services shall be provided hereunder only during DEX's normal business hours, which shall consist of 8:00 AM to 5:00 PM, Monday through Friday, exclusive of DEX holidays and subject to change by DEX.

2. EXTENT OF LABOR SERVICES, REPAIR, AND REPLACEMENT PARTS

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair, or replacement of parts. All parts necessary to the normal operation of the equipment will be furnished free of charge. In the event that the equipment is interfaced to a computer or computer network, this Agreement covers only the labor, parts, software, and updates that are provided by the equipment manufacturer which are necessary to interface the connected product. Service associated with application software, software updates on equipment not sold in conjunction with the connected product, reconfiguring, or modification to files and programs and network expansions to include NIC cards and Jet Direct cards are not covered under the Agreement. Networking and basic driver installation is available for \$100 to include up to 5 devices at the same location, or at the rate of \$100 per hour.

3. TERM

This Agreement shall become effective upon receipt and acceptance by DEX and shall continue for 63 months, following date of first invoice. It shall be automatically renewed for successive one year periods.

AUTOMATIC RENEWAL This Agreement is subject to annual increase during the initial term and shall be automatically renewed upon the expiration of the initial term for successive renewal terms. In no case will the renewal or annual increase exceed a 12% price increase over the prior period.

TERMINATION The Initial Term of this Agreement shall be as set forth above. In the event that DEX terminates this Agreement due to uncured Customer breach, or if the Customer elects to terminate Maintenance prior to the expiration of the Initial Term, or any subsequent Renewal Term, without cause, Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods, total billing multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term.

CUSTOMER METER READING AND REPORTING OBLIGATIONS

Customer agrees to provide DEX with accurate and timely meter readings at the end of each applicable billing period through the use of Patrol Monitoring Appliances during the Initial Term and all subsequent Renewal Terms. If a DEX Green Box is installed, it must be returned upon termination of this Agreement or the Customer will be billed \$125.00. If DEX Patrol WiFi units are deployed, they must be returned upon termination of this Agreement or Customer will be billed \$50 per unit. If Customer does not allow the use of Patrol Monitoring Appliance, then Customer is responsible for the manual reporting of meters on a timely basis.

4. CHARGES

The charge for maintenance under this Agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month Renewal Term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the Term and any Renewal Term within fifteen (15) days of the date of invoice date for such charges. A copy/print is 8.5" x 11".

5. CUSTOMER CHANGES

Any Customer changes, alterations, attachments, or print coverage in excess of 8% may require a change in the charges set forth herein. DEX also reserves the right to terminate this Agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for DEX to continue to service the Equipment.

Customer must advise DEX of any equipment movements not performed by DEX via the portal at www.deximaging.com. This can be completed by selecting machine movement found within the service dropdown located on the site.

6. ADDITIONAL EQUIPMENT

Any equipment added by Customer, subsequent to the commencement of this Agreement, will be added at the discretion of DEX.

7. EQUIPMENT REPLACEMENT

DEX, at its sole discretion, reserves the right to replace any equipment covered by this Agreement with a comparable or appropriate model. Additional equipment supplied by DEX will be governed by the contract type as delineated below.

CONTRACT TYPES

PREMIER - Service and Supplies for existing Customer devices. Replacement units supplied at the Customer expense.

PLATINUM - Service and Supplies for existing Customer devices as well as newly refurbished DEX provided devices. Additional devices and replacement devices not deemed to be at end of life require a minimum number of prints in addition to the originally contracted base DEX supplied equipment will be added per the following schedule.

B/W Speed	Minimum Prints	Color Speed	Minimum Prints
11 to 22 PPM	1,000 / Month	10 - 30 PPM	250 / Month
23 to 50 PPM	2,000 / Month	Over 30 PPM	500 / Month
Over 50 PPM	5,000 / Month		

PLATINUM+ - Service and Supplies utilizing OEM toner and parts for existing Customer devices as well as new DEX provided devices.

PLATINUM/PLATINUM+ Contracts Only: All equipment delivered by DEX remains the property of DEX. Any printer removed from service by DEX, deemed to have reached the end of its useful life, will be replaced with a model of equal or greater value.

Upon termination of this Agreement, printers owned by DEX must be purchased by Customer within thirty (30) days at a mutually agreed upon price or Customer must deliver the equipment to DEX in good condition and repair to a location designated by DEX within sixty (60) days. Any printers owned by DEX which are not returned will be billed to the customer at replacement value.

8. POWER REQUIREMENTS

Equipment under this Agreement must have a DEX approved surge protector/power filter. Customer agrees to provide the power recommended by the equipment manufacturer. Customer understands that service or parts required as a result of improper power, telephone lines, or computer cabling not supplied by DEX or an authorized agent of DEX may not be covered under this Agreement.

9. WAIVER OF JURY TRIAL

CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS EQUIPMENT ORDER.

10. BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance, parts, or supplies as provided hereunder, promptly when due, or removes or disables Patrol Monitoring Appliances: (1) DEX may (a) refuse to service the equipment, (b) furnish service on a C.O.D. "per call" basis at published rates, or invoice the customer for early termination charges in accordance with the termination paragraph, and (2) the Customer agrees to pay DEX cost and expense of collecting including the maximum attorney's fees permitted by law.

If the equipment is moved to a new service zone, DEX shall have the option to charge, and the Customer agrees to pay, the difference in published maintenance charges between current zone and new zone, assessed on a pro rata basis. If equipment is moved beyond DEX's service zone, Customer agrees to pay a fair and reasonable up charge for continued service under this Agreement, taking into account the distance to Customer's new location and DEX published rates for service on a "per call" basis.

If Customer uses supplies other than DEX's supplies, and such supplies are determined to be defective or not acceptable by DEX and/or cause abnormally frequent service calls or service problems, then DEX may, at its option, terminate this Agreement. In that event, Customer may be offered service on a "per call" basis at published rates. It is not a condition of this Agreement, however, that the Customer uses only DEX supplied materials.

11. NO WARRANTY

Other than the obligations set forth herein, DEX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DEX SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT.

12. CONSUMABLES

Toner cartridges will be shipped via electronic alerts generated by DEX Patrol Monitoring Appliance. Manual orders can be placed for any units that do not report to the Appliance. 0005 has been added to the per impression rates shown on the front of this agreement in lieu of freight. In a cost per impression contract, all unused consumable items remain the property of DEX. At contract termination, all unused consumable items, toner cartridges, developer, drums, etc. must be promptly returned to DEX.

MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Florida and is applicable to agreements wholly negotiated, executed, and performed in the State. It constitutes the entire Agreement between the parties and may not be modified except in writing, signed by duly authorized officers of DEX.

Revision October 2018



APPROVALS

SPECIAL INSTRUCTIONS

DEX SALES ASSOCIATE

Name: CONNIE FUELL

Date: February 10, 2020

APPROVALS

I have read and agree to all terms and conditions contained in this document.

DEX Imaging, inc.

City of Bessemer

Dex Imaging Authorized Representative

Customer's Authorized Representative

Name: _____

Name: _____

Date: _____

Title: _____

Date: _____



LEASE AGREEMENT

TO OUR VALUED CUSTOMER: This Lease has been written in "Plain English". When we use the words Lessee, you and your in this Lease, we mean you, our customer, which is the Lessee indicated below. When we use the words we, us, and our in this Lease, we mean the Lessor, DEX imaging of Alabama, LLC. Our address is: 1045 Downtown Blvd, Mobile, AL 36689.

CUSTOMER INFORMATION	Lessee Name Bessemer, City of	Federal Tax ID 63-600-1200	Approval #
	Billing Street Address/City/State/Zip 1700 3rd Ave North Bessemer, Jefferson, AL 35020	Lease #	
	Equipment Location (if different from above)	Lessee Phone No 205-424-4060	Customer #
SUPPLIER INFORMATION	Supplier Name DEX imaging of Alabama, LLC	("SUPPLIER")	
	Street Address/City/State/Zip 201 London Parkway Suite 100 Birmingham, AL 35211	Supplier Phone # 205-484-2561	

EQUIPMENT DESCRIPTION	Quantity	Make/Model	Serial Number
<input type="checkbox"/> (Please see attached schedule for additional equipment)	1	Konica-Minolta bizhub C659	

END OF LEASE PURCHASE OPTION	Check one applicable box. If no box is checked or if more than one box is checked, the Fair Market Value Purchase Option will apply.		PLUS APPLICABLE TAXES
	<input checked="" type="checkbox"/> Fair Market Value Purchase Option <input type="checkbox"/> Fixed Price Purchase Option of \$ _____ % of the Total Cash Price		
TERM AND PAYMENT SCHEDULE	Initial Lease Term: 36	Lease Payment \$ 337.00	PLUS APPLICABLE TAXES
	Additional Provisions: You agree to pay at the time you sign this Lease: A) Total Advance Lease Payment: 0 (Mos.) = \$ 0.00 B) Sales/Use Tax on Advance Lease Payment = \$ 0.00 C) One-time Origination Fee = \$ 75.00 D) Total of A + B + C = \$ 75.00 If more than one Lease Payment is required in advance, the additional amount will be applied at the end of the initial or any renewal term.		

INSURANCE & TAXES You are required to provide and maintain insurance related to the Equipment, and to pay any property, use, and other taxes related to this Lease or the Equipment. (See Sections 4 and 6 on page 2 of this Lease.) If you are tax-exempt you agree to furnish us with satisfactory evidence of your exemption.

TERMS AND CONDITIONS BY SIGNING THIS LEASE: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE PAGE 1 (THE FRONT) AND PAGE 2 (THE BACK) OF THIS LEASE, (ii) YOU AGREE THAT THIS LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON, (iii) YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES, (iv) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO, (v) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE, AND (vi) THIS LEASE IS THE ENTIRE AGREEMENT BETWEEN US, AND CANNOT BE MODIFIED BY ANOTHER SIGNED DOCUMENT BY US. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION, OR SETOFF FOR ANY REASON WHATSOEVER. IF THIS LEASE IS ASSIGNED, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS LEASE WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAWS OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

DEX imaging of Alabama, LLC

Bessemer, City of

Lessor

Lessee

X

X

Authorized Signature

Authorized Signature

Print Name & Title

Date

Print Name & Title

Date

PERSONAL GUARANTY

THIS PERSONAL GUARANTY CREATES SPECIFIC LEGAL OBLIGATIONS. When we use the words you and your in this Personal Guaranty, we mean the Personal Guarantor(s) indicated below. When we use the words we, us and our in this Personal Guaranty, we mean DEX imaging of Alabama, LLC, the Lessor identified in the Lease. In consideration of our entering into the lease agreement identified above ("Lease"), you unconditionally and irrevocably guarantee to us, our successors and assigns the prompt payment and performance of all obligations of the Customer identified above ("Lessee") under the Lease. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against the Lessee or against the equipment covered by the Lease. You waive all defenses and notices, including those of protest, presentment and demand. You agree that we can renew, extend or otherwise modify the terms of the Lease and you will be bound by such changes. If the Lessee defaults under the Lease, you will immediately perform all obligations of the Lessee under the Lease, including but not limited to, paying all amounts due under the Lease. You will pay to us all expenses (including attorneys' fees) incurred by us in enforcing our rights against you, or the Lessee. This is a continuing guaranty which will not be discharged or affected by your death and will bind your heirs and personal representatives. You waive any rights to seek repayment from the Lessee in the event you must pay us. If more than one personal guarantor has signed this Personal Guaranty, each of you agrees that your liability is joint and several. You authorize us or any of our affiliates to obtain credit bureau reports regarding your personal credit, and make other credit inquiries that we determine are necessary. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms herein. THE UNDERSIGNED CONSENTS TO PERSONAL JURISDICTION, VENUE, CHOICE OF LAW AND JURY TRIAL WAIVER AS STATED IN THE LEASE AND AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, INCURRED BY THE LESSOR RELATED TO THIS GUARANTY AND THE LEASE.

X

X

Personal Guarantor (no title)

Personal Guarantor (no title)

Print Name

Date

Print Name

Date

Home Street Address/City/State/Zip

Home Street Address/City/State/Zip

Phone Number

Phone Number

5. LEASE; DELIVERY AND ACCEPTANCE. You agree to lease the equipment described on page 1 of this lease agreement, and as modified by supplements to this Master Agreement, (collectively "Equipment") of the terms and conditions shown on page 1 and page 2 of this lease ("Lease"). You will arrange for the delivery of the Equipment to you. When you receive the Equipment you agree to inspect it to determine if it is in good working order. This Lease will begin on the date that the Equipment is delivered to you. The Equipment will be deemed irrevocably accepted by you upon the earlier of: (a) the delivery to us of a signed Delivery and Acceptance Certificate (if requested by us); or (b) 10 days after delivery of the Equipment to you if you previously have not given written notice to us of your non-acceptance. This Lease will be binding on the parties only if DEX Imaging of Alabama, LLC, or its assignee accepts it, as evidenced only by the signature of an authorized representative of DEX Imaging of Alabama, LLC, or its assignee and DEX Imaging of Alabama, LLC after receipt of (i) the deposit payment, if any, shown on the face of this Lease; (ii) a signed delivery and acceptance certificate and all other documentation; and (iii) our credit evaluation of you is satisfactory. In the event of non-approval, the sole liability of DEX Imaging of Alabama, LLC, shall be to refund to you the amount that has been paid to us by you. If an advance payment is required, the first Lease Payment is due on or before the date the Equipment is delivered to you. If the Equipment has been accepted by you in accordance with this Section 1, the payments will be due on the day of each subsequent month for such other time period stated on page 1 of this Lease) specified by us. You will make all payments required under this Lease to us at such address as we may specify in writing. You authorize us to reflect applicable sales, taxes or the cost of the Equipment, including all trade-ins and buyouts, by the manufacturer/supplier. If any Lease Payment or other amount payable to us is not paid within 10 days of its due date, you will pay us a late charge not to exceed 7% of each late payment for such lesser rate as is the maximum rate allowable under applicable law. Lease payments are due whether or not you are invoiced. If, for any reason your check is returned to us for non-payment, you will pay us a bad check charge of \$30, or if less, the maximum charge allowed by law.

2. NO WARRANTIES. We are leasing the Equipment and any software to you "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, IF THE SUPPLIER SPECIFIED WITHIN THE SUPPLIER INFORMATION ON PAGE 1 IS AN ENTITY OTHER THAN DEX IMAGING OF ALABAMA, LLC, INC., WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of this Lease any warranties made by the manufacturer or Supplier under a Supply Contract. Notwithstanding any other terms and conditions of the Lease, you agree that as to any software: (a) we have not had, do not have, nor have any title to such software; (b) you have accepted or will execute a separate software license agreement and we are not a party to and have no responsibilities whatsoever in regards to such license agreement; (c) you have selected such software and we make NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OF DEFECTIVE NATURE OF SUCH SOFTWARE SYSTEMS INTEGRATION OR OTHERWISE IN REGARDS TO SUCH SOFTWARE.

3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN. You will keep and use the Equipment only at the Equipment Location shown on page 1 of this Lease. You may not move the Equipment without our prior written consent. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless you purchase the Equipment in accordance with a purchase option granted to you on the last page of this Lease, within 10 days of the expiration of this Lease, you will immediately deliver the Equipment to us in good condition and repair, except for ordinary wear and tear, to any place in the United States that we tell you, and upon our request you will provide us with a certification from the manufacturer or its authorized representative as to the Equipment's condition. You are solely responsible for protecting and removing any confidential language stored on the Equipment prior to its return to us for any reason. You will pay for all expenses of de-installing, crating and shipping, and you will insure the Equipment for its full replacement value during shipping.

4. TAXES AND FEES. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, and including any taxes based on our income), levies, assessments, license and registration fees and other governmental charges relating to this Lease or the Equipment (collectively, with such taxes, "Governmental Charges"). You agree to promptly pay us, on demand, estimated future Governmental Charges. You authorize us to pay any Governmental Charges as they become due, and you agree to reimburse us promptly upon demand for the full amount (less any estimated amounts previously paid by you). You agree to pay us a fee for preparing and filing personal property tax returns. If the purchase option shown on page 1 of this Lease is \$1,000 you agree to file any required personal property tax returns unless directed otherwise by Lessor. You also agree to pay us upon demand (a) for all costs of filing, amending and releasing UCC financing statements, and (b) an origination fee of \$75.00 (or as otherwise agreed) to cover our investigation, documentation and other administrative costs in originating this Lease. You also agree to pay us a fee in accordance with our current fee schedule, which may change from time to time, for additional services we may provide to you at your request during this Lease. You agree that the fees and other charges due under this lease may include a profit.

5. LOSS OR DAMAGE. As between you and us, you are responsible for any loss, theft or destruction of, or damage to the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 9(b) below.

6. INSURANCE/COLLATERAL PROTECTION. You agree (a) to keep the Equipment fully insured through a carrier acceptable to us against loss in an amount not less than the original cost of the Equipment with us named as lender's loss payee, (b) to maintain comprehensive public liability insurance acceptable to us, naming us as additional insured, (c) to provide proof of insurance satisfactory to us no later than thirty (30) days following the commencement of this Lease and thereafter upon our written request, (d) if you fail to obtain and maintain property loss insurance satisfactory to us and/or you fail to provide proof of such insurance to us within thirty (30) days of the commencement of the Lease, we have the option, but not the obligation, to do as provided in either (a) or (b) as follows, as determined in Our discretion: (i) We may secure property loss insurance on the Equipment from a carrier of our choosing in such terms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and may result in a profit to us through an investment in reinsurance. Any insurance proceeds received will be applied, at our option, (i) to repair, restore or replace the Equipment, or (ii) to pay us the remaining balance of the Lease plus our estimated residual value, both discounted at 5% per year, provided we elect to apply this subsection (a) or (b). We may charge you an insurance fee and/or a monthly property damage surcharge of up to .0035 of the equipment cost as a result of our credit, risk, administrative, and other costs, as would be further described in a letter from us to you. We may make a profit on this program. NOTHING IN THIS SECTION WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.

7. TITLE; RECORDING. You will keep the Equipment free of all liens and encumbrances. Unless the purchase option shown on page 1 of this lease is a true lease, you agree that: (a) we are the owner of and will hold title to the Equipment; and (b) this lease is a true lease. However, if this transaction is deemed to be a lease intended for security, you grant us a security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds) to secure all amounts owing under this lease with us. You will deliver to us any signed documents we request to protect our interest in the equipment. YOU AUTHORIZE US TO FILE A COPY OF THIS LEASE AS A FINANCING STATEMENT AND FILE AT ANY TIME, FINANCING STATEMENTS COVERING THE EQUIPMENT. YOU HEREBY RATIFY AND AUTHORIZE ANY SUCH FILINGS WE MAY MAKE BEFORE YOU SIGN THIS LEASE. YOU ALSO AGREE TO PAY US ANY FEES ASSOCIATED WITH SUCH FILINGS AND AGREE THAT THOSE FEES MAY INCLUDE A PROFIT.

8. DEFAULT. Each of the following is a "Default" under this Lease: (a) you fail to pay any Lease Payment or any other payment within 10 days of its due date; (b) you do not perform any of your other obligations under this Lease or in any other agreement with us or with any of our affiliates; (c) you become insolvent, you dissolve, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge

or consolidate with any other entity and you are not the survivor of such merger or consolidation or you permit a transfer of a substantial portion of your ownership interests; (e) any guarantor of this Lease dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) of this Section 8; (f) there has been a material adverse change in your or any guarantor's financial business, or operating condition; (g) you fail to perform in accordance with the covenants, terms and conditions of any material agreement with any other lender; (h) you make or have made any false statements or misrepresentations to us.

9. REMEDIES. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease and any or all other agreements that we have entered into with you; (b) we may require you to immediately pay us, AS COMPENSATION FOR LOSS OF: OUR BARGAIN AND NOT AS A PENALTY, the sum of (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at a rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment; (c) require you to immediately stop using all financed software and return all of the Equipment or take possession of the Equipment, in which case you shall be responsible for any damage to the Equipment other than ordinary wear and tear as determined in our sole discretion and in which case we shall not be responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due to us from the due date until paid at the rate of 12% per annum, but in no event more than the lawful maximum rate; (e) charge you for the expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, reasonable attorneys' fees and court costs "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition as estimated by us. These remedies are cumulative and are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or remedy. You will remain responsible for the remaining balance after such application.

10. FINANCE LEASE STATUS. The parties intend this to be a "Finance Lease" under Article 2A of the Uniform Commercial Code ("UCC"). You waive all rights and remedies conferred upon a lessee by Article 2A of the UCC (508-522).

11. ASSIGNMENT; YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign, or transfer this Lease and our rights in the Equipment. You agree that the assignee will have the same rights and benefits that we have now under this Lease but not our obligations. The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.

12. PURCHASE OPTION; AUTOMATIC RENEWAL. If no Default exists under this Lease, you will have the option at the end of the initial or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown on page 1 of this Lease, plus any applicable taxes. Unless the Purchase Option price is \$1,000, you must give us at least 190 days, but not more than 150 days, written notice before the end of the initial lease term, or a renewal term, that you will purchase the Equipment or that you will return the Equipment to us. If you do not give us such written notice or if you do not purchase or deliver the Equipment in accordance with the terms of this Lease, the Lease will automatically renew for one ninety (90) day period, followed by successive month to month renewal terms. During such renewal term(s) the Lease Payment will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term, if the Fair Market Value Purchase Option has been selected, we will use our reasonable judgment to determine the Equipment's value in use and in place fair market value. If you do not agree with our determination of the Equipment's fair market value, the fair market value (in use and in place) will be determined at your expense by an independent appraiser selected by us. Upon payment of the Purchase Option price, we shall transfer our interest in the Equipment to you "AS-IS, WHERE-IS" without any representation or warranty whatsoever and this Lease will terminate.

13. INDEMNIFICATION. You are responsible for all losses, damage, claims, infringement claims, injuries, and attorneys' fees and costs ("Claims"), incurred or asserted by any person or entity, in any manner relating to the Equipment, including its use, condition, or possession. You agree to defend and indemnify us against all Claims, without we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Lease, for acts or omissions which occurred during the term of this Lease. You also agree that this Lease has been entered into on the assumption that we may be entitled to certain tax benefits available to the owner of the Equipment. In the case of an FMV Lease or a 10% Lease, you agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption of this Lease. In the event of any such loss, we may increase the Lease Payments and other amounts due to offset any such adverse effect.

14. CREDIT INFORMATION. YOU AUTHORIZE US OR ANY OF OUR AFFILIATES, ASSIGNEES, POTENTIAL PURCHASERS, OR INVESTORS TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES THAT WE DETERMINE ARE NECESSARY, ON YOUR WRITTEN REQUEST. WE WILL INFORM YOU WHETHER WE HAVE REQUESTED A CONSUMER CREDIT REPORT AND THE NAME AND ADDRESS OF ANY CONSUMER CREDIT REPORTING AGENCY THAT FURNISHED A REPORT. YOU ACKNOWLEDGE THAT WITHOUT FURTHER NOTICE WE MAY USE OR REQUEST ADDITIONAL CREDIT BUREAU REPORTS TO UPDATE OUR INFORMATION SO LONG AS YOUR OBLIGATIONS TO US ARE OUTSTANDING.

15. EXECUTION AND DELIVERY. This lease and other related documents (such as a "document") may be executed in counterparts (manually or by electronic means) by either party and, when transmitted to us by fax or other electronic means, shall be binding on you for all purposes as if originally signed. No document is binding on us until we sign it. When a copy of each document containing your original, hand or electronic signature is manually or electronically signed by us and in our possession, then such copy shall constitute the original document for all purposes and shall constitute the sole "chattel paper" as that term is defined in the UCC. If you sign or transmit any document to us electronically, you shall provide the counterpart of such document containing your original manual signature to us at our request. You agree not to raise as a defense to the enforcement of any document that was executed by electronic means by either party or transmitted to us by fax or other electronic means. If you elect to sign and present a Lease by fax or other electronic means, you waive notice of our acceptance of this lease and receipt of a copy of the originally signed lease.

16. FINANCIAL INFORMATION. Within 30 days after our request, you will deliver all requested information (including but not limited to) which we deem reasonably necessary to determine your current financial condition and fulfill performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

17. PATRIOT ACT. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

18. MISCELLANEOUS. You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment. This Lease is not binding on us until we sign it and upon the satisfaction of the other conditions set forth in Section 1. Any change in any of the terms and conditions of this Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on page 1 of this Lease (or to any other address specified by that party in writing with postage prepaid). All of our rights and remedies will survive the termination of this Lease. It is the express intent of the parties not to violate any applicable usury laws; or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess will be applied to Lease Payments in arrears or of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay, if more than one Lessee has signed this Lease, each of you agrees that your liability is joint and several. This Lease supersedes any purchase orders that relate to the transaction.

GOVERNMENTAL ENTITIES ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between Dex Imaging of Alabama, LLC ("we", "us", "our") and Bessemer, City of ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 1500573 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you, and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL CERTIFICATE

I, THE UNDERSIGNED, HEREBY CERTIFY THAT, AS OF THE DATE OF THE AGREEMENT, (A) THE INDIVIDUAL WHO EXECUTED THE AGREEMENT HAD FULL POWER AND AUTHORITY TO EXECUTE THE AGREEMENT AND (B) THE REPRESENTATIONS SET FORTH ABOVE IN THE PARAGRAPH TITLED "APPLICABLE TO GOVERNMENTAL ENTITIES ONLY" ARE TRUE AND ACCURATE IN ALL MATERIAL RESPECTS.

SIGNATURE: X NAME & TITLE: _____ DATE: _____

OUR SIGNATURE

Dex Imaging of Alabama, LLC

SIGNATURE

PRINT NAME & TITLE

DATE

RESOLUTION NO. _____

**A RESOLUTION SETTING A PUBLIC HEARING ON THE
PROPOSED ADOPTION OF A RESOLUTION REGARDING ECONOMIC
INCENTIVES FOR THORNTON ENTERPRISES, INC.**

WHEREAS, Thornton Enterprises, Inc., an Alabama corporation (the "Developer") proposes to renovate a McDonald's Restaurant (the "Restaurant") located within the City of Bessemer (the "City") located at 911 9th Avenue North, Bessemer, Alabama (the "Project Site") pursuant to and in accordance with plans and drawings to be submitted to the City and to thereafter operate or ensure the operation of the Restaurant (collectively "the Project"); and

WHEREAS, the above referenced Project and the operation of the Restaurant on the Project Site as described above is expected to provide increased tax revenues for the City and provide employment opportunities for citizens of the City; and

WHEREAS, the Developer has requested that the City of Bessemer, Alabama (the "City") assist Developer with the cost of the Project by agreeing to reimburse Developer with a portion of sales tax revenue generated from the Restaurant and the improvements included within the Project; and

WHEREAS, in accordance with Amendment No. 772, the aforementioned proposed action must be approved at a public meeting of the governing body of the City with notice being given at least seven (7) days prior to the public meeting published in the newspaper having the largest circulation in the City.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Bessemer, Alabama, at a regular meeting duly assembled, with a quorum being present, as follows:

1. That the governing body of the City hereby sets a public hearing to be held on June 16, 2020 at 10:00 a.m. CST to consider the adoption of a resolution regarding economic incentives for Thornton Enterprises, Inc.
2. That the governing body of the City directs the City Clerk to cause to be published, in accordance with Amendment No. 772, the public notice, attached hereto as Exhibit "A", of said hearing in a newspaper having the largest circulation in the City at least seven (7) days prior to the public meeting on June 16, 2020.
3. That the governing body of the City finds and determines that the expenditure of municipal funds for the advertising expense of publishing the public notice has as its objective the promotion of the public health, safety, morals, security,

prosperity, contentment and the general welfare of the community and, as such, serves a public purpose.

4. That said advertising expense is authorized to be paid by the City of Bessemer upon presentment of an invoice from the newspaper in which the public notice is placed.
5. This resolution shall become effective immediately upon its adoption as required by law.

ADOPTED this the 19th day of May 2020.

CYNTHIA DONALD
President, City Council

ATTEST

WANDA D. TAYLOR
City Clerk

APPROVED this the 19th day of May 2020.

KENNETH E. GULLEY
Mayor, City of Bessemer

CITY OF BESSEMER, ALABAMA NOTICE OF PROPOSED ACTION AT PUBLIC MEETING

Notice is hereby given that on June 16, 2020 at 10:00, A.M., Central Time, at the City Hall at 1700 3rd Avenue North, Bessemer Alabama, the City Council of the City of Bessemer, Alabama (the "City") will hold a meeting, which will constitute a public meeting, to consider, discuss, vote upon, and take other action authorizing and approving a Project Development Agreement between the City and Thornton Enterprises, Inc. ("Thornton"), under which Thornton will renovate a Restaurant within the corporate limits of the City and the City will assist in the form of a sales tax rebate of one-half ($\frac{1}{2}$) of the sales taxes applicable for rebate generated by the Restaurant for a period of ten (10) years with a cap of Four Hundred Thousand and No/100 Dollars (\$400,000) for the purpose of promoting the development of commercial property within the City Limits of Bessemer which is projected to create a significant number of full and part time jobs. The City will hold a Public Hearing at the outset of the aforementioned meeting. The City believes that the Restaurant renovation together with the provision of the assistance will have at least the following public benefits: promote and continue economic and industrial development within the City, increase the City's tax revenue, provide additional employment opportunities for the City's citizens and otherwise promote the health, welfare, and prosperity of the citizens of the City. Further, the City will seek to determine at the public meeting whether the expenditure of public funds as described in this notice serves a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

Copies of the proposed Project Development Agreement will be available for inspection with the City Clerk during normal business hours.

Notice of this public meeting is being published pursuant to the requirements of Section 94.01 of the Constitution of Alabama of 1901 (also known as Amendment 772 to the Alabama Constitution of 1901), as amended, and all other applicable laws, to the extent applicable.

THE CITY COUNCIL OF THE CITY OF BESSEMER, ALABAMA

RESOLUTION NO. _____

**A RESOLUTION SETTING A PUBLIC HEARING ON THE
PROPOSED ADOPTION OF A RESOLUTION REGARDING ECONOMIC
INCENTIVES FOR TACALA, LLC**

WHEREAS, Tacala, LLC, an Alabama limited liability company (the "Developer") proposes to will acquire property, construct and operate a Restaurant (the "Restaurant") located within the City of Bessemer (the "City") located on Academy Drive, Bessemer, Alabama (the "Project Site") pursuant to and in accordance with plans and drawings to be submitted to the City and to thereafter operate or ensure the operation of the Restaurant (collectively "the Project"); and

WHEREAS, the above referenced Project and the operation of the Restaurant on the Project Site as described above is expected to provide increased tax revenues for the City and provide employment opportunities for citizens of the City; and

WHEREAS, the Developer has requested that the City of Bessemer, Alabama (the "City") assist Developer with the cost of the Project by agreeing to reimburse Developer with a portion of sales tax revenue generated from the Restaurant and the improvements included within the Project; and

WHEREAS, in accordance with Amendment No. 772, the aforementioned proposed action must be approved at a public meeting of the governing body of the City with notice being given at least seven (7) days prior to the public meeting published in the newspaper having the largest circulation in the City.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Bessemer, Alabama, at a regular meeting duly assembled, with a quorum being present, as follows:

1. That the governing body of the City hereby sets a public hearing to be held on June 16, 2020 at 10:00 a.m. CST to consider the adoption of a resolution regarding economic incentives for Tacala, LLC.
2. That the governing body of the City directs the City Clerk to cause to be published, in accordance with Amendment No. 772, the public notice, attached hereto as Exhibit "A", of said hearing in a newspaper having the largest circulation in the City at least seven (7) days prior to the public meeting on June 16, 2020.
3. That the governing body of the City finds and determines that the expenditure of municipal funds for the advertising expense of publishing the public notice has as its objective the promotion of the public health, safety, morals, security,

prosperity, contentment and the general welfare of the community and, as such, serves a public purpose.

4. That said advertising expense is authorized to be paid by the City of Bessemer upon presentment of an invoice from the newspaper in which the public notice is placed.
5. This resolution shall become effective immediately upon its adoption as required by law.

ADOPTED this the 19th day of May 2020.

CYNTHIA DONALD
President, City Council

ATTEST

WANDA D. TAYLOR
City Clerk

APPROVED this the 19th day of May 2020.

KENNETH E. GULLEY
Mayor, City of Bessemer

CITY OF BESSEMER, ALABAMA NOTICE OF PROPOSED ACTION AT PUBLIC MEETING

Notice is hereby given that on June 16, 2020 at 10:00, A.M., Central Time, at the City Hall at 1700 3rd Avenue North, Bessemer Alabama, the City Council of the City of Bessemer, Alabama (the "City") will hold a meeting, which will constitute a public meeting, to consider, discuss, vote upon, and take other action authorizing and approving a Project Development Agreement between the City and Tacala, LLC ("Tacala"), under which Tacala will acquire property, construct and operate a Restaurant within the corporate limits of the City and the City will assist in the form of a sales tax rebate of one-half ($\frac{1}{2}$) of the sales taxes applicable for rebate generated by the Restaurant for a period of ten (10) years with a cap of Four Hundred Thousand and No/100 Dollars (\$400,000) for the purpose of promoting the development of commercial property within the City Limits of Bessemer which is projected to create a significant number of full and part time jobs. The City will hold a Public Hearing at the outset of the aforementioned meeting. The City believes that the Restaurant renovation together with the provision of the assistance will have at least the following public benefits: promote and continue economic and industrial development within the City, increase the City's tax revenue, provide additional employment opportunities for the City's citizens and otherwise promote the health, welfare, and prosperity of the citizens of the City. Further, the City will seek to determine at the public meeting whether the expenditure of public funds as described in this notice serves a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

Copies of the proposed Project Development Agreement will be available for inspection with the City Clerk during normal business hours.

Notice of this public meeting is being published pursuant to the requirements of Section 94.01 of the Constitution of Alabama of 1901 (also known as Amendment 772 to the Alabama Constitution of 1901), as amended, and all other applicable laws, to the extent applicable.

THE CITY COUNCIL OF THE CITY OF BESSEMER, ALABAMA

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PUBLICATION OF
NOTICE TO SOLICIT RESUMES FROM QUALIFIED CITIZENS
INTERESTED IN SERVING ON THE BOARD OF ADJUSTMENTS AND
APPROVING THE USE OF MUNICIPAL FUNDS FOR THE ADVERTISING
EXPENSE FOR SAID PUBLICATION**

WHEREAS, due to the resignation of a board member, a vacancy presently exists on the City of Bessemer Board of Adjustments (hereinafter called "The Board"); and

WHEREAS, Section 18A of Ordinance No. 3455, as amended by Ordinance No. 3494, sets forth the procedure for the filling of vacancies for municipal boards; and

WHEREAS, pursuant to said Ordinance, the Governing Body of the City of Bessemer desires to authorize Wanda Taylor, City Clerk of the City of Bessemer, to place an advertisement in the following newspaper(s) of general circulation in the City of Bessemer, to-wit: *The Birmingham News*, *The Western Star* and the *Birmingham Times* for a period of two (2) weeks giving public notice to citizens of the acceptance of resumes for the appointment to fill the vacancy on The Board; and

WHEREAS, said publication will specify that the time to submit resumes will expire on June 12, 2020 at 5:00 p.m.

WHEREAS, the City Council of the City of Bessemer has determined that the expenditure of municipal funds for the advertising expense of publishing public notice for appointment to The Board has as its objective the promotion of the public health, safety, morals, security, prosperity, contentment and the general welfare of the community and, as such, serves a public purpose.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Bessemer, Alabama, at a regularly scheduled meeting duly assembled, with a quorum being present, as follows:

1. That the Governing Body of the City of Bessemer finds and determines that the expenditure of municipal funds for the advertising expense of publishing a public notice for appointment to fill the vacancy of a board member to the City of Bessemer Board of Adjustments has as its objective the promotion of the public health, safety, morals, security, prosperity, contentment and the general welfare of the community and, as such, serves a public purpose.
2. That the Governing Body of the City of Bessemer authorizes Wanda Taylor, City Clerk, of the City of Bessemer to place an advertisement in the following newspaper(s) of general circulation in the City of Bessemer,

to-wit: *The Birmingham News*, *The Western Star* and *The Birmingham Times* for a period of two (2) weeks giving public notice to citizens of the acceptance of resumes for the appointment to fill the vacancy, due to the expiration of term or otherwise.

3. That said advertising expense is authorized to be paid by the City of Bessemer, upon presentment of an invoice from the newspaper(s) in which the notice is placed.
4. This resolution shall become effective immediately upon its adoption as required by law.

ADOPTED this the 19th day of May 2020.

CYNTHIA DONALD
President, City Council

ATTEST:

WANDA TAYLOR
City Clerk

APPROVED this the 19th day of May 2020.

KENNETH E. GULLEY
Mayor, City of Bessemer

April 29, 2020

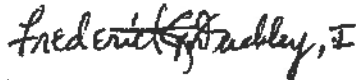
Zoning Board of Adjustment Members
City of Bessemer
1700 3rd Avenue North
Bessemer, AL 35020

To Whom It May Concern:

The purpose of this letter is to inform you that I am resigning from the City of Bessemer Zoning Board of Adjustments and Chairman of the Board effective immediately.

I appreciate the opportunity to serve the city in the capacity aforementioned for the past twenty years. If you should need me in the absence of a board member, please contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read "Frederick G. Dudley, I". The signature is written in a cursive style with some capital letters.

Frederick G. Dudley, I

Cc: Mr. Kenneth Gulley, Mayor

Mr. Jarvis Collier, City Council, District 1

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE PROPOSAL FROM
GOODWYN, MILLS & CAWOOD, INC. FOR SURVEYING SERVICES FOR ALDOT
PROJECT STPBH-3713 (251) ROAD RESURFACING
AND DRAINAGE ON CR-337 (McCALLA ROAD)**

WHEREAS, on December 3, 2013, the City of Bessemer, Alabama (the "City") entered into an Agreement ("ALDOT Agreement") with the State of Alabama acting by and through the Alabama Department of Transportation for right-of-way acquisition for Project STPBH-3713 (251), Project Reference Number 100060502 for resurfacing and turn lanes on CR-337 (McCalla Road) from CR-18 (Eastern Valley Road) to CR-20 (Old Tuscaloosa Highway) (the "Project") within the City of Bessemer; and

WHEREAS, Goodwyn, Mills & Cawood, Inc. ("GMC") has submitted a proposal to the City to perform Right-of-Way staking along both sides of McCalla Road from the railroad tracks at the Northerly end of the Project to a point just Northerly of the Shell gas station at the southerly end of the Project;

WHEREAS, a draft of the proposal submitted by GMC to the City is attached hereto as Exhibit "A" and incorporated herein by reference.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City, at a regularly scheduled meeting duly assembled with a quorum being present, as follows:

1. The Mayor of the City shall be and hereby is authorized to execute and deliver to Goodwyn, Mills & Cawood, Inc. on behalf of the City the proposal attached hereto as Exhibit "A" and incorporated herein by reference in the amount of \$4,500.
2. The Mayor of the City shall be and hereby is authorized to execute such documents or to take such additional actions as are necessary and appropriate to the accomplishment of the purposes of this resolution.
3. That this resolution shall become effective upon its due adoption

ADOPTED this the 19th day of May 2020.

CYNTHIA DONALD
President, City Council

ATTEST

WANDA D. TAYLOR
City Clerk

APPROVED this the 19th day of May 2020.

KENNETH E. GULLEY
Mayor, City of Bessemer



Goodwyn Mills Cawood

2701 1st Avenue South
Suite 100
Birmingham, AL 35233

T 1205: 879-4462
F 1205: 879-4493

www.gmcnetwork.com

Feb. 17, 2020

The Honorable Kenneth Gulley
Mayor of the City of Bessemer

Re: Right-of-Way Staking McCalla Road

Dear Mayor,

Goodwyn, Mills and Cawood, Inc. (GMC) is pleased to provide the following proposal:

Scope

Right-of-Way Staking

- GMC will perform Right-of-Way (ROW) staking along both sides of McCalla Road from the railroad tracks at the northerly end of the project to a point just northerly of the Shell gas station at the southerly end of the project. The length of the staking area is approximately 2700 feet in length and the proposed ROW generally varies between 80 and 85 feet in width.
- The ROW will be staked at both the existing ROW and the proposed ROW at the property lines of each parcel adjacent to the road. The proposed ROW will also be staked so that the proposed lines are clearly visible across the width of each parcel.

Clarifications

- GMC will complete the staking within 10 business days of executed agreement.
- This proposal is valid for sixty (60) days from the date thereof. Thereafter, the terms thereof are subject to renegotiation.

Hourly Fee Schedule

PLS	\$175.00/hr.
CADD Technical II/Draftsman	\$110.00/hr.
Surveying Party Chief	\$100.00/hr.
Two-Man Survey Party	\$150.00/hr.
Three-Man Survey Party	\$175.00/hr.

FEE: \$4,500

Thank you for allowing GMC to propose surveying services for your project. If terms are acceptable, please execute and return. We look forward to hearing from you soon.

Submitted by:

Accepted by:

2/17/20

Earl Morriss, PLS
Survey Manager
Goodwyn, Mills and Cawood, Inc.

Date

Date

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PAYMENT TO
COLE ENGINEERING, INC. FOR BESSEMER UNDERWATER
BRIDGE INSPECTION**

WHEREAS, the City Engineer, Ron Gilbert of EEFS Company, P.C., has reviewed and approved an invoice from Cole Engineering, Inc. for one (1) underwater bridge inspection performed in December 2019 for the sum of Eight Hundred and 00/100 Dollars (\$800.00) attached as Exhibit "A" and the City Council of the City of Bessemer, Alabama, having reviewed the invoice, has determined that payment to Cole Engineering, Inc. is in the public interest.

NOW THEREFORE, BE IT RESOLVED by the City Council, of the City of Bessemer, Alabama at a regularly scheduled meeting duly assembled with a quorum being present that the City Council hereby authorizes payment and appropriates the sum of Eight Hundred and 00/100 Dollars (\$800.00) to Cole Engineering, Inc.

This resolution shall become effective upon its due adoption as required by law.

ADOPTED this the 19th day of May 2020.

CYNTHIA DONALD
President, City Council

ATTEST

WANDA D. TAYLOR
City Clerk

APPROVED this the 19th day of May 2020.

KENNETH E. GULLEY
Mayor, City of Bessemer



EEFS

E.E.F.S. COMPANY, P.C.
CIVIL & STRUCTURAL ENGINEERS

April 6, 2020

Mayor Kenneth Gulley
City of Bessemer
1700 3rd Avenue North
Bessemer, AL 35020

RE: Bessemer Underwater Bridge Inspections December 2019
Cole Engineering, Inc.

Dear Mayor Gulley,

Please find attached the routine underwater bridge inspections report and invoice from December, 2019. The City had (1) underwater bridge inspections during this time.

Inspections December 2019

Routine 1x \$800.00 =	\$ 800.00
Total Bridge Inspections February 1, 2019 Invoice =	\$ 800.00

Total Amount Due \$ 800.00

Please review and process through the proper channels for payment. I have reviewed and approved the charges.

If you have any questions, please call me at (205) 424-3737.

Sincerely,

Ronald R. Gilbert, PE
City Engineer

Cc: Shan Paden, City Attorney
Lawrence Hatter, Public Works Director
Kela Pryor
Brandon Todd, EEFS

Attachments

EEFS Company, P.C.
P.O. Box 982 • Bessemer, Alabama 35021
Office: (205) 424-3737

Cole Engineering, Inc.

**1028 Cole Circle
Birmingham, AL 35242
Telephone 205-410-0491
Fax 205-995-9344
Email ceiengineers@charter.net**

February 1, 2019

INVOICE

Honorable Kenneth Gulley
Mayor, City of Bessemer
1800 3rd Avenue North
Bessemer, AL 35020

Attention: Ron Gilbert, P.E.
EEFS Company, P.C.
PO Box 982
1930 2nd Avenue North
Suite 150
Bessemer, AL 35020

RE: Bessemer Underwater Bridge Inspection (December 2019)

Underwater Inspection	
1 Bridge @ \$800.00 each	\$800.00

Date	BIN
December 2019	005321

Total Amount Due Upon Receipt	\$ 800.00
--------------------------------------	------------------

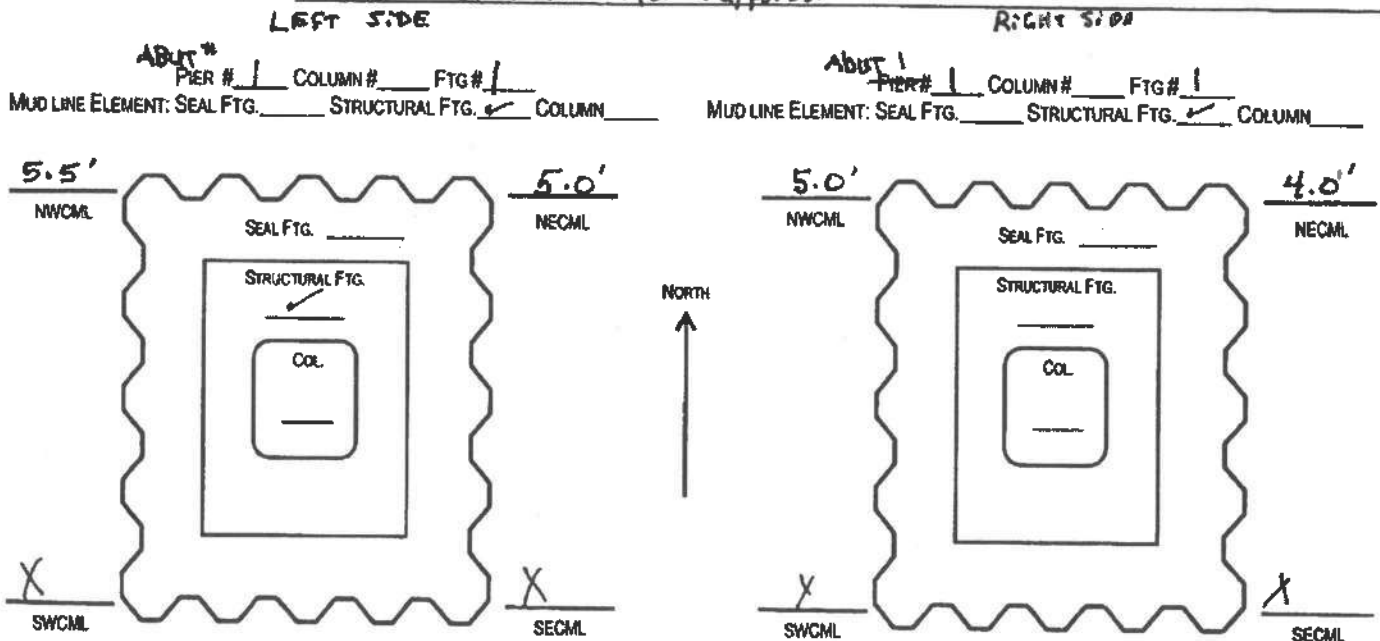
Please remit to:
Cole Engineering, Inc.
1028 Cole Circle
Birmingham, AL 35242

Tax ID No. 63-1167478

ALDOT UNDERWATER PIER INSPECTION REPORT

1. DATE 12-30-19 LEVEL 1 ☒ 2 ☐ 3 ☐ PAGE 1 OF 1
2. BIN 5321 STRUCTURE# MU 170-37-MDID DIVISION 3 COUNTY JEFFERSON
3. WATERWAY VALLEY CREEK H₂O ELEV. 22.5' FROM TOP OF RAIL
4. INSPECTION TYPE: ROUTINE ☒ CONSTRUCTION ☐ INTERIM ☐ INVENTORY ☐ OTHER ☐
5. PIER ELEMENTS: COL. ☐ DRILL SHAFTS ☐ (OTHER) SOLID ABUTMENT # OF COLUMNS ☐ AND FOOTINGS ☐ PER PIER
6. BOTTOM TYPE: MUD ☐ SILT ☐ SAND ☐ CLAY ☐ GRAVEL ☒ ROCK ☐ RIP RAP ☐ OTHER ☐
7. MARINE GROWTH: NO ☒ LIGHT ☐ MODERATE ☐ HEAVY ☐
8. ABRASION/SCALING: NO ☐ LIGHT ☒ MODERATE ☐ HEAVY ☐
9. HONEYCOMB: NO ☒ LIGHT ☐ MODERATE ☐ HEAVY ☐
10. CORNER SPALLS: NO ☒ LIGHT ☐ MODERATE ☐ HEAVY ☐
11. COLLISION DAMAGE: NO ☒ LIGHT ☐ MODERATE ☐ HEAVY ☐
12. CRACKING: NO ☐ LIGHT ☐ MODERATE ☒ HEAVY ☐
13. DRIFT: NO ☐ LIGHT ☒ MODERATE ☐ HEAVY ☐
14. CONST. DEBRIS: NO ☒ LIGHT ☐ MODERATE ☐ HEAVY ☐
15. EXPOSED STEEL: NO ☒ YES ☐ REBAR ☐ H PILE ☐ OTHER ☐
16. FLOW DIRECTION: FAST TO WEST
17. BI-9 RECOMMENDATIONS: Remove drift from ALL supports.

SCOUR COUNTERMEASURES
OBSERVED: NO ☐ YES ☐
SCOUR EVALUATION NEEDED
@ SITE: NO ☐ YES ☐
UNDERMINING: NO ☐ YES ☐

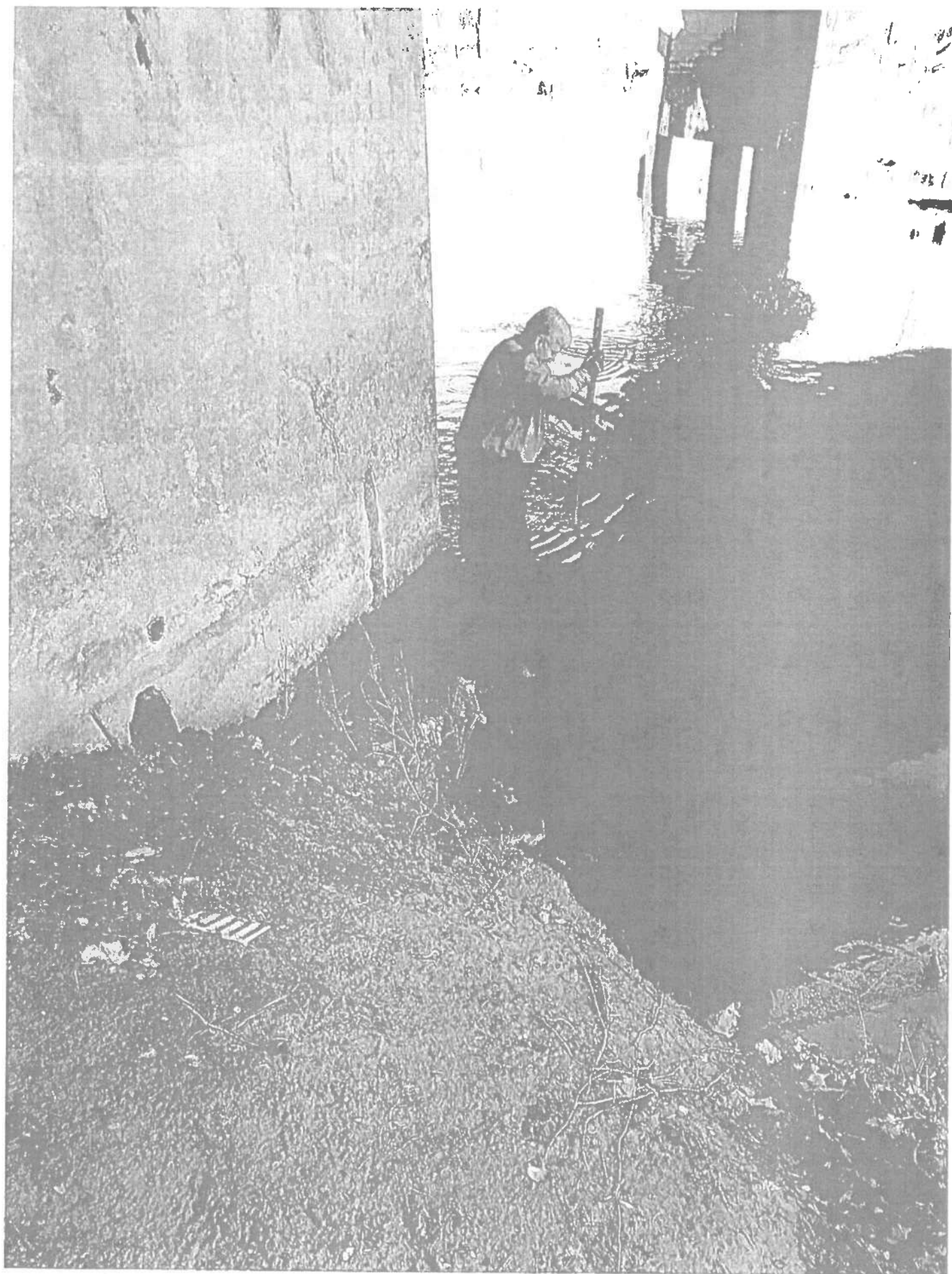


NOTES: 1.5' FTG EXPOSED LEFT CORNER OF ABUT. 1
NEW SECTIONS OF ABUT. 1, THE FOOTING IS 1.5' ABOVE
OLD SECTION.
VERTICAL CRACKS IN BACKWALL EXTEND INTO
FOOTING. (0.03"-0.04" wide)

NOTES: TOP OF FOOTING EXPOSED. CRACKS IN
BACKWALL EXTEND INTO FOOTING (0.03"-0.04")
MINOR DRIFT CAUGHT @ RIGHT SIDE. BENT 2/3
HAS DRIFT BUILD UP, PUSHING THE WAY UNDER
SPAN 1.

18. TOPSIDE RECORDER: [Signature] ACBI# 225 DATE 12-30-19 (MM/DD/YYYY)

19. UNDERWATER INSPECTOR: Thomas W. Jones ACBI# 139 REVISED 11/05



RESOLUTION NO. ____

**RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE PROPOSAL
SUBMITTED BY COTTINGHAM CONTRACTING, INC. FOR NEW SPEED HUMP
LOCATED ON MEMORIAL DRIVE IN THE CITY OF BESSEMER**

WHEREAS, on February 18, 2020, the City Council of the City of Bessemer, Alabama (the "City") adopted Resolution No. 031-20 authorizing the Mayor to accept the proposal submitted by Cottingham Contracting, Inc. ("Cottingham") for the replacement of speed humps located on Memorial Drive within the corporate limits of the City; and

WHEREAS, after replacing the current speed humps on Memorial Drive, it has been determined that an additional speed hump needs to be installed; and

WHEREAS, Cottingham has submitted to the City a proposal, attached hereto as Exhibit "A", for the additional speed hump for Memorial Drive in the amount of Eight Thousand Five Hundred Fifty and 00/100 Dollars (\$8,550.00); and

WHEREAS, after careful consideration, the City Council of the City of Bessemer, Alabama has determined that it is in the best interest of the health, safety, and welfare of the citizens of the City to accept the proposal from Cottingham Contracting, Inc. in the amount of Eight Thousand Five Hundred Fifty and 00/100 Dollars (\$8,550.00) to install an additional speed hump on Memorial Drive.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Bessemer, Alabama at a regularly scheduled meeting of the City Council duly assembled with a quorum being present:

1. That the Mayor of the City shall be and hereby is authorized to accept on behalf of the City the proposal submitted by Cottingham Contracting, Inc. for the installation of a new speed hump on Memorial Drive for an amount not to exceed Eight Thousand Five Hundred Fifty and 00/100 Dollars (\$8,550.00).
2. That the Mayor of the City shall be and hereby is authorized to execute such documents or to take such additional actions as are necessary and appropriate to effectuate the purpose of this resolution.
3. This Resolution shall become effective upon its due Adoption as required by law.

ADOPTED this the 19th day of May 2020.

CYNTHIA DONALD
President, City Council

ATTEST:

WANDA D. TAYLOR
City Clerk, City of Bessemer

APPROVED this the 19th day of May 2020.

KENNETH E. GULLEY
Mayor, City of Bessemer



COTTINGHAM CONTRACTING INC. P.O. BOX 220 DOLOMITE, AL 35061
PHONE (205) 744-8220 FAX (205) 744-0716

Date of Proposal: APRIL 28, 2020

Proposal To: EEFS / CITY OF BESSMER
ATTN: DANIEL

PROPOSAL

COTTINGHAM CONTRACTING INC., offers to furnish all labor, materials and equipment required for the performance of the following described work at Memorial Drive

Description of Work and Price:

NEW LOCATION FOR ASPHALT HUMP:

ON 1 AREA, MILL ASPHALT ACROSS ENTIRE ROADWAY APPROX. 7' IN LENGTH TO 2" DEPTH. INSTALL NEW ASPHALT 2" ACROSS WITH 3 INDIVIDUAL HUMP SECTIONS (2 outer at 6' x 7' each and 1 middle at 4' x 7' each) AT AS CLOSE TO EXISTING RUBBER HUMP SLOPE AS POSSIBLE. APPLY THERMO PLASTIC STRIPING TO "RUN-UP" WARNING STRIPES (4) AND WHITE "V" STRIPES ON HUMPS THEMSELVES (2). TRAFFIC CONTROL AND SIGNS TO BE HANDLED BY CITY OF BESSEMER:

1 new hump location	@	\$8,550.00 each	= \$ 8,550.00
APPROX. TOTAL:			= \$ 8,550.00

*** NOTES ***

DUE TO HUMPS BEING IN 3 INDIVIDUAL SECTIONS INSTEAD OF ONE CONSTANT HUMP WE ARE SLIGHTLY CONCERNED ABOUT THE POSSIBILITY OF THEM BREAKING UP AT A LATER DATE.

1. NOT RESPONSIBLE FOR ENGINEERING, TESTING, PERMITTING OR TRAFFIC CONTROL.
2. QUOTE IS GOOD FOR MENTIONED ITEMS ONLY.
3. NOT RESPONSIBLE FOR DAMAGE TO EXISTING ASPHALT / CONCRETE CAUSED BY OUR TRUCKS / EQUIPMENT ACCESSING JOB SITE.
4. NOT RESPONSIBLE FOR DAMAGE TO UNDERGROUND UTILITIES OR SERVICES.
5. DUE TO MATCHING BACK TO EXISTING GRADES, NOT RESPONSIBLE FOR WATER STANDING OR DRAINAGE ISSUES.
6. ANY QUANTITIES PLACED ABOVE QUOTED AMOUNT WILL BE BILLED AT IT'S UNIT PRICE.
7. PAYMENT DUE WITHIN 20 DAYS FROM INVOICE DATE.

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS.

Unless a lump sum price is to be paid for the foregoing work and is clearly so stated it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices on the actual quantities of work performed by Cottingham Contracting Inc. and determined upon completion of the work.

If Cottingham does not receive payment per the terms of the proposal, a 1 1/2% finance charge will be added per month to the balance due.

Upon failure of payment for work performed per the terms of the contract, the Owner or Contractor will be responsible for all legal fees and court fees incurred in collecting payment for this proposal/contract.

If the foregoing meets with your acceptance, kindly sign and return the attached copy of our proposal. Upon its receipt it is understood the foregoing will constitute the full and complete agreement between us.

This proposal expires 30 days from the date hereof, but may be accepted at any late date at the sole option of Cottingham Contracting Inc.

ACCEPTED:

BY _____

DATE _____

COTTINGHAM CONTRACTING INC.

BY

Bryan Kennedy
Bryan Kennedy

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE PREPARATION AND LETTING
OF BID PROPOSALS FOR BESSEMER STREET PATCHING 2020 PROJECT**

WHEREAS, the City Council of the City of Bessemer, Alabama, in accordance with the laws of the State of Alabama regarding competitive bidding, desires that the City Engineer develop minimum bid specifications for equipment, labor and materials for the Bessemer Street Patching 2020 Project and that the same be advertised and distributed to qualified interested bidders;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Bessemer, Alabama, at a regular meeting duly assembled, with a quorum being present as follows:

1. That the City Council hereby authorizes the City Engineer to prepare, advertise and distribute bid specifications to qualified, interested bidders for equipment, labor and materials for the Bessemer Street Patching 2020 Project.
2. That all bids received from qualified, interested bidders be analyzed by the Mayor and the City Engineer and returned to the City Council of the City of Bessemer for award and approval.
3. That this resolution shall become effective upon its due adoption.

ADOPTED this the 19th day of May 2020.

CYNTHIA DONALD
President, City Council

ATTEST:

WANDA D. TAYLOR
City Clerk

APPROVED this the 19th day of May 2020.

KENNETH GULLEY
Mayor, City of Bessemer

PROJECT: B-1304 BESSEMER STREET PATCHING 2020

Bidder agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit sum prices:

BASE BID (PER ANNUM ESTIMATES)

ITEM NO.	QTY.	UNITS	ALDOT SECTION	DESCRIPTION	UNIT COST	TOTAL COST
1	50	EA	N/A	Initial Mobilization as defined in Specifications (Lump Sum Each)	\$2,500.00	\$125,000.00
2	150	EA	N/A	Intra-City Mobilization as defined by Specifications (Lump Sum Each)	\$750.00	\$112,500.00
3	600	TONS	405, 424	10 Ton to 25 Ton Range Per Initial Mobilization - Hot-Mix Asphalt Patching, 1/2" Max. Agg. Size Mix or Approved Equivalent (Includes tack coat, removal and disposal of stone, cold patch, etc.)	\$350.00	\$210,000.00
4	600	TONS	405, 424	25 Ton to 50 Ton Range Per Initial Mobilization - Hot-Mix Asphalt Patching, 1/2" Max. Agg. Size Mix or Approved Equivalent (Includes tack coat, removal and disposal of stone, cold patch, etc.)	\$325.00	\$195,000.00
5	400	TONS	405, 424	50 Ton and Over Range Per Initial Mobilization - Hot-Mix Asphalt Patching, 1/2" Max. Agg. Size Mix or Approved Equivalent (Includes tack coat, removal and disposal of stone, cold patch, etc.)	\$300.00	\$120,000.00
6	12,000	SY	408	Milling/Planing, 0" - 2" Thick (Includes Hauling & Disposal of Millings)	\$6.00	\$72,000.00
7	100	TONS	210, 301	Crushed Aggregate Base Course (8910 or 825B) as Directed (Includes Removal & Disposal of Existing Undercut Material below patching limits)	\$100.00	\$10,000.00
8	10	EA	622	Manhole Covers Reset (Riser Ring Method) (All Types & Sizes)	\$300.00	\$3,000.00
9	10	EA	641	Valve Box Reset (Riser Ring Method) (All Types & Sizes)	\$200.00	\$2,000.00
BASE BID TOTAL					\$849,500.00	

****In the event of a discrepancy between the unit price and the extended total amount, the unit price will be deemed intended by the bidder, the extended total amount shall be adjusted. In the event of discrepancy between the sum of the extended amounts and the Grand Total of Bid, the sum of the extended amounts shall govern. (For further information, please see Chapter 6, Section J-Determination of the Lowest Responsible and Responsive Bidder of The Manual of Procedures of the Alabama Building Commission.)****

Notes:

- Quantities shown are based on per annum estimates and are for bid tabulating purposes only.
- Contractor may dispose of all materials at City's Raimund Muscoda Landfill located at 1500 Mountain Road Bessemer, AL 35020. Landfill hours are Monday through Friday 7:30am through 2:30pm.

Signature: _____ Type Name & Title: _____

Contractor: _____

Physical Address & Telephone #: _____

License # & Exp. Date: _____

Units of Measure:

LF = Linear Foot LB = Per Pound
VF = Vertical Foot LS = Lump Sum
SY = Square Yard SF = Square Feet
Gal. = Gallons (US) Mile = Mile (US)
Tons = Tons (US) # = Pound

CY = Cubic Yard
EA = Per Each

SECTION 02515 - ASPHALT PATCHING AND PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The City of Bessemer's Street Cut Detail, General Provisions of the contract including General and Supplementary Conditions, General Requirements, Bid Proposal Form apply to the work specified in this section.
- B. Federal, State and Local Codes shall apply to the control of storm water runoff and siltation from the site. The latest edition of the MUTCD shall apply to any work performed within the City of Bessemer right-of-way including temporary traffic control.
- C. The Alabama Department of Transportation Standard Specification for Highway Construction, 2018 Edition, and the 2020 ALDOT Special/Standard Drawings, as applicable.

1.2 SUMMARY

- A. The contract with the successful bidder will be in force for one year from the date of contract. If acceptable to both the City and the Contractor at the established bid prices, the contract may be automatically renewed annually for a total of three years.
- B. Extent of base course and asphalt concrete paving work is shown on the City of Bessemer Street Cut Detail. Furnish all labor, equipment, materials and services necessary to complete the work of this section.
- C. All street cuts, including but not limited to utility repairs will be completed by Others prior to mobilization of this contract. Contractor shall be responsible for removal and disposal of in-place asphalt/stone to the required depths as directed.

1.3 QUALITY ASSURANCE

- A. Materials and methods of construction shall conform to the Alabama Department of Transportation Standard Specifications for Highway Construction (ALDOT), 2018 Edition, Division 400.
- B. Construction and compaction of subgrade shall be done as specified in the Alabama Department of Transportation Standard Specification for Highway Construction (ALDOT), 2018 Edition, Division 200 and 300.
- C. Installation shall be by qualified contractor regularly engaged in the asphalt paving business. Use materials furnished by bulk asphalt concrete producer regularly engaged in production of hot-mix, hot-laid asphalt concrete.
- D. Manufacturer shall be a paving-mix manufacturer registered and approved by ALDOT.

1.4 SUBMITTALS

- A. Submit asphalt mix designs along with required delivery temperatures to the City for approval prior to installation.
- B. Written Warranty: Submit one-year written warranty by asphalt paving contractor for all materials and workmanship.

1.5 NOTIFICATION AND PERMITTING OF WORK

- A. Prior to any work being performed, the City of Bessemer must be notified at least 48-hours in advance. See contact information below:
 - Contact Tom Harmon (205-424-4060) of Bessemer Building and Inspections
 - Contact Lawrence Hatter (205-424-4084) of Bessemer Public Works
 - Contact Terry Edwards (205-281-4684) of Bessemer Water Works
 - Contact Eric Lindgren (205-281-4669) of Bessemer Electric
 - Contact Ron Gilbert (205-424-3737) of EEFS Company – City Engineer
- B. A location lists of anticipated work must be provided to the City Building and Inspections Department (205) 424-4060 at least 48 hours in advance of any work to obtain a no cost permit for work performed within City ROW. Any emergency repairs must be communicated to the Building and Inspections Department as soon as possible.
- C. All lane closures must be communicated to Bessemer Police Department (205) 481-4351 and Bessemer Fire Department at (205) 428-5151 at least 48 hours in advance of the closure.
- D. Contractor will be allowed to perform the asphalt patching for multiple locations throughout the City of Bessemer service area per each initial mobilization. **Each initial mobilization shall have a 10-ton minimum regardless of the number of locations.** The areas of repair will be as directed by the City of Bessemer or their representative.
- E. Contractor shall be required to obtain a no cost permit with the City of Bessemer Building and Inspections Department for each initial mobilization.

1.6 TESTING

- A. Asphalt materials shall conform to all applicable sections of Division 800 of the Alabama Department of Transportation Standard Specifications for Highway Construction (ALDOT), 2018 Edition. No material sampling will be required if obtained from a supplier who will certify in writing products are acceptable on State Highway Projects.
- B. Pumping, rutting, cracking or settling of any courses will also be basis for removal and replacement at no additional cost to the City of Bessemer.

1.7 PROJECT CONDITIONS

- A. Contractor will be allowed to complete this work in one mobilization and/or phase.

B. Installation Schedule:

- i. Removal and disposal of cold/hot mix asphalt, crushed stone and/or temporary patching shall be required by the Contractor.
- ii. Satisfactory compaction of stone backfill shall be required by Contractor prior to patching.
- iii. Install binder layer patching in excavated areas.
- iv. Mill required repair area, clean/sweep the repair area, place tack coat and install wearing surface layer.
- v. Use the Alabama Department of Transportation Standard Specifications for Highway Construction (ALDOT), 2018 Edition, Section 410 and 424 for requirements regarding Asphalt Installation and Section 405 for tack coat.
- vi. Contractor is responsible for providing smooth tie-ins to adjacent grades/elevations and to prevent ponding of water in roadway.

PART 2 - MATERIALS

2.1 BINDER COURSE

- A. Bituminous concrete binder layer, plant mixed, shall be installed to the width and depth as required by the City of Bessemer Street Cut Detail, in accordance with the requirements of the Alabama Department of Transportation Standard Specifications for Highway Construction (ALDOT), 2018 Edition, Section 423 and 424 as applicable. Asphalt materials shall meet the requirements of Section 804.

2.2 WEARING SURFACE COURSE

- A. Bituminous concrete wearing surface layer, plant mixed, shall be installed to the width and depth as required by the City of Bessemer Street Cut Detail, in accordance with the requirements of the Alabama Department of Transportation Standard Specifications for Highway Construction (ALDOT), 2018 Edition, Section 423 and 424 as applicable. Asphalt materials shall meet the requirements of Section 804 and must be a non-skid mix approved by the City Engineer.

2.3 TACK COAT

- A. Tack Coat shall be installed to the rate as required by the Alabama Department of Transportation Standard Specifications for Highway Construction (ALDOT), 2018 Edition, Section 405 as applicable. Tack coat materials shall meet the requirements of Section 804. **All Tack Coat will be a subsidiary obligation of the asphalt pay items.**

2.4 BASE COURSE

- A. Crushed Aggregate Base Course, Type B, Plant Mixed layer shall meet shall be installed and compacted to the depths required by the City and in accordance with Section 301 of Alabama Department of Transportation Standard Specifications for Highway Construction (ALDOT), 2018 Edition. Crushed Aggregate Base Course, Type B, Plant Mixed layer materials shall meet the requirements of Section 825. The base layer shall be installed in one layer up to 6-inch compacted thickness. A base layer of over 6-inch compacted thickness shall be installed in approximately equal layers each of not over 6 inches compacted thickness.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that subgrade/base is dry and in suitable condition to support paving and imposed loads.
- B. Proof roll excavated area using heavy steel drum roller for compaction requirements and identify areas of any unsuitable base conditions.
- C. Notify the City of Bessmer of any unsuitable base conditions.
- D. Repair unsuitable base areas to the satisfaction of the City.
- E. Before placing any asphalt materials, remove loose materials from compacted subgrade.
- F. Proceed with paving operations only after all unsatisfactory conditions have been corrected approved by the City.

3.2 ASPHALT BINDER COURSE

- A. In-place compacted thickness of the asphalt binder course shall match the pavement build-up adjacent to the excavated/repair area or 3-inch thickness, whichever is greater. This shall be achieved in maximum compacted 3.5-inch lifts. Each lift of asphalt shall be allowed to cool prior to the next lift being installed.
- B. The surface smoothness, edge and roadway section of each required shall meet the straightedge requirements per Section 410.05 of the ALDOT Standard Specifications for Highway Construction, 2018 edition. Any layer not meeting the requirements or thickness shall be removed and replaced at no additional cost to the Owner. Contractor shall be responsible for providing straightedge, string, etc. for testing at no additional cost to the Owner.

3.3 MILLING/PLANING EXISTING PAVEMENT

- A. All lanes and shoulders affected by the excavation/repair work shall have a minimum of 10 feet adjacent/longitudinal to each side of the repair, milled and overlaid with 1-inch minimum thickness wearing surface. This may be reduced to 5 feet by the City of Bessemer on low-volume streets if prior approval is granted by the City of Bessemer. The full width of any lane or shoulder affected shall be repaired. Milling and the placement of a wearing surface will not be required on low-volume streets that are substantially deteriorated or on streets that are on any upcoming resurfacing plan with prior approval from local authorities.
- B. The milling shall be done in a manner that allows a uniform 1" compacted thickness of Wearing Surface Course to be placed throughout the entire patched area.
- C. All milled surfaces, including the face of all joints, shall be cleaned/swept thoroughly prior to any tack coat applied. **Removal and disposal of all millings shall be a subsidiary obligation of the milling pay item. Contractor has the option to dispose of all millings at City's Raimund Muscoda Inert Landfill located at 1500 Mountain Road Bessemer, Alabama 35020.**

3.4 TACK COAT

- A. Tack Coat shall be applied after all surfaces have been milled and cleaned properly.
- B. Tack Coat shall be uniformly distributed over the entire milled surface to be overlaid.
- C. Tack Coat shall be placed at the rate specified by the 2018 ALDOT Specification Section 405. **All Tack Coat will be a subsidiary obligation of the asphalt pay items.**

3.5 ASPHALT WEARING SURFACE

- A. Schedule application to follow the total completion of the general construction of the project.
- B. Immediately following application of tack coat, apply asphalt wearing course to a minimum of 1" compacted thickness and smoothness required on the City of Bessemer - Street Cut Detail. Any asphalt wearing surface layer found not meeting the minimum 1" compacted thickness will be removed and replaced at no additional cost to the Owner. The surface smoothness, edge and roadway section of each required shall meet the straightedge requirements per Section 410.05 of the ALDOT Standard Specifications for Highway Construction, 2018 edition. Contractor shall be responsible for providing straightedge, string, etc. for testing at no additional cost to the Owner.
- C. This surface shall meet the straightedge requirements mentioned in the ALDOT Specification Section 410.05(a). Contractor is responsible for providing the straightedge for testing.
- D. Milling and the placement of a wearing surface may not be required on low-volume streets that are substantially deteriorated or on streets that are on any upcoming resurfacing plan with prior approval from the City.
- E. Asphalt wearing surface layer must be a non-skid mix approved by the City Engineer.

3.6 ASPHALT COURSES MIX - PLACING

A. General:

- 1) Place asphalt concrete mixture on prepared surface, spread and strike-off.
- 2) Spread mixture at minimum temperature of 225 degrees F. (107 degrees C.).
- 3) Machine spread where possible, place inaccessible and small areas by hand.
- 4) Place in compliance with the Alabama Department of Transportation Standard Specifications for Highway Construction (ALDOT), 2018 Edition.
- 5) Place at a rate to insure compaction, before mixture cools.

B. Pavement Placing:

- 1) Place in strips not less than 10 feet wide unless otherwise approved by the City of Bessemer.
- 2) After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips.

3.7 JOINTS

A. Construct joints in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction (ALDOT), 2018 Edition, Section 410. Construct joints free of depressions with same texture and smoothness as other sections of hot-mix asphalt course.

- 1) Clean contact surfaces and apply tack coat to joints.
- 2) Offset longitudinal joints, in successive courses, a minimum of 2 inches.
- 3) Offset transverse joints, in successive courses, a minimum of 24 inches.
- 4) Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
- 5) Compact asphalt at joints to a density within 2 percent of specified course density.

3.8 COMPACTION

A. General:

- 1) Begin rolling when mixture will bear roller weight without excessive displacement.
- 2) Do not permit heavy equipment, including rollers, to stand on pavement course before it has thoroughly set.
- 3) Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.

B. Breakdown rolling:

- 1) Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge.
- 2) Check surface after breakdown rolling, and repair displaced areas by loosening and filling, if required, with hot material.

C. Second Rolling:

- 1) Follow breakdown rolling as soon as possible, while mixture is hot.
- 2) Continue second rolling until mixture has been thoroughly compacted.

D. Finish Rolling:

- 1) Perform finish rolling while mixture is still warm enough for removal of roller marks.
- 2) Continue rolling until roller marks are eliminated and course has attained maximum density.

E. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

3.9 FIELD QUALITY CONTROL

- A. Testing Agency: The City of Bessemer may at any time engage a qualified independent testing and inspecting agency to perform field tests and inspections and to prepare test reports.
- B. Testing agency will conduct and interpret tests and state in each report whether tested work complies with or deviates from specified requirements.
- C. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- D. Remove and replace or install additional hot-mix asphalt and/or crushed aggregate base where test results or measurements indicate that it does not comply with specified requirements.

3.10 TRAFFIC CONTROL

- A. All traffic control will be the responsibility of the Contractor. All traffic control must comply with the latest edition of the MUTCD. **All required traffic control shall be a subsidiary obligation to the project.**
- B. The Contractor shall notify the City of Bessemer for all scheduled lane closures. In the event an emergency occurs, those entities mentioned previously must be notified as soon as possible.

3.11 STRIPING, MARKINGS, AND LEGENDS

- A. All required striping, markings and legends are not in this contract. This work will be done by others.

3.12 CONCRETE WORK

- A. All required concrete repair work including but not limited to curb, curb & gutter, sidewalk, etc. is not included in this contract. This work will be done by others. All patching adjacent to curb and/or curb and gutter shall be installed by others prior to final wearing surface paving. However, the downtown area of the City of Bessemer has areas of concrete pavement that have been overlaid with asphalt paving. If concrete underlayment is encountered during repair, it shall be the Contractor's responsibility to saw cut and remove as required to complete the pavement patch repair per the contract documents and details. It shall be replaced with asphalt paving patching matching the adjacent roadway build-up including the concrete underlayment.

3.13 CLEANUP AND FINAL ACCEPTANCE

- A. At completion of each operation, remove excess or spilled materials from site. Do not dump or spread excess base or asphalt materials on project site.
- B. Sweep asphalt pavement, and wash free of stains, discolorations, dirt or other foreign matter prior to final inspection.
- C. All trash and surplus undesirable material of every description resulting from work shall be removed from the site.
- D. At the time of final acceptance of work performed under the contract, the work covered by this section shall be complete in every respect and in proper operating and/or functioning condition. Any defects discovered in the pavement subsequent to this inspection shall have been corrected. Final acceptance shall not be complete until all work has been inspected and accepted by the City of Bessemer and local authority having jurisdiction. All utilities to be maintained by local authorities shall be accepted by letter with original being submitted to the City of Bessemer.

3.14 MOBILIZATION

- A. The initial mobilization item will be paid for at the contract lump sum price bid for each initial mobilization to the initial patching location to begin work after the Contractor has been notified of the patching locations by the City. The City will notify the Contractor of the need of asphalt patching and the locations by electronic mail (email), upon which the Contractor will have a maximum of seven (7) consecutive calendar days to mobilize equipment and personnel, set up traffic control and begin patching. Contractor will have a maximum of forty-eight (48) hours notice to mobilize on all State Roads, County Roads, and roads listed on the FHWA's list of classified streets.

- B. Intra-City Mobilization is defined as a mobilization to a patch location that is greater than 1 mile (as determined by the closest street route) from the initial patch location or previous patch location. All costs associated with mobilization to patches subsequent to the initial mobilization will be covered under the Intra-City Mobilization item. It is expected that the Contractor will mobilize and complete all consecutive patches that are within the 1-mile distance in an effort to minimize Intra-City Mobilization costs to the City.

3.15 MANHOLES & VALVES

- A. Contractor shall be responsible for adjusting manhole covers regardless of size, type, or location by the riser ring method only. Contractor shall be responsible for acquiring the proper riser rings even in the event it is not supplied by the utility company. If another type of adjustment is required to make the manhole flush with adjacent pavement, the Contractor shall notify the City immediately and this work will be done by Others prior to completing the patch. No allowance or additional payment will be made to the Contractor for increased expense, loss of expected reimbursement, or loss of time or anticipated profits suffered or claimed by the Contractor which results from such alterations. Contractor shall perform all utility adjustments during paving operations and will not be allowed to make these adjustments after the wearing surface has been installed.
- B. Contractor shall be responsible for adjusting and/or resetting valve boxes regardless of size, type, or location. Contractor shall be responsible for acquiring the proper materials even in the event it is not supplied by the utility company.

3.16 PATCHING LOCATIONS

- A. Contractor will be notified of all patching locations by electronic mail (email) and all limits of patching will be marked on the asphalt in the field by the City.

3.17 DISPOSAL SITE

- A. The City of Bessemer has a site available for all asphalt, concrete, stone, and clean soil materials for disposal on this project at the City's Raimund Muscoda Landfill located at 1500 Mountain Road Bessemer, Alabama 35020. The normal landfill hours of operation are Monday through Friday 7:30am through 2:30pm. Please contact Lawrence Hatter, Director of Public Works, for an exact dump location onsite. He can be reached by phone at 205-281-1657 or by email at lhatter@bessemeral.org.

3.18 SAFETY & PROTECTION

- A. Contractor is responsible for all onsite safety throughout the course of the project until acceptance by the City. Contractor shall comply with all applicable local, state, and federal regulations and requirements.

- B. After final rolling, do not permit vehicular traffic on pavement until it has hardened.
- C. Provide barricades and warning devices as required to protect pavement and the general public in accordance with the latest edition of the MUTCD.

3.19 MEASUREMENT AND PAYMENT

- A. The determination of quantities of work acceptably completed under the terms of the contract will be made by the City of Bessemer, based on actual field installed quantities. Quantities shown on the bid proposal are based on per annum estimates and are for bid tabulating purposes only. Quantities may be amended to include additional quantities or to decrease quantities, or to exclude items of work. Actual payout of each item shall be on a unit cost basis at the unit costs included by the Contractor on the bid proposal form. Copies of all tickets shall be provided to the City.
- B. Contractor must notify the City of Bessemer before any patching takes place. Failure by the Contractor to notify the City of the patching work may result in the Contractor not getting paid for the Patching pay item or will require removal and replacement of the patching installed without any additional cost to the City of Bessemer.
- C. When the accepted quantities of work vary from the quantities in the bid, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract priced for the accepted quantities of work actually completed or accepted. No allowance will be made for increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results from such alterations or indirectly from his unbalanced allocation of overhead and profit among the contract items, or from any other causes.

3.20 LEGAL RELATIONS & RESPONSIBILITY TO PUBLIC

- A. Contractor shall comply with Section 107 Alabama Department of Transportation Standard Specifications for Highway Construction (ALDOT), 2018 Edition.

END OF SECTION 02515 - ASPHALT PATCHING AND PAVING

GENERAL NOTES

1. CONTRACTOR SHALL PROVIDE A MINIMUM 48 HOUR NOTICE TO BESSEMER UTILITIES PRIOR TO COMMENCING WORK WITHIN THE RIGHT OF WAY.

2. CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO COMMENCING ANY WORK WITHIN THE CITY RIGHT OF WAY.

3. THE NEW WEARING SURFACE MUST EXTEND TO A MINIMUM OF 4' ON EACH SIDE OF THE REPAIR. ON LOW TRAFFIC VOLUME CITY STREETS, THE WEARING SURFACE MAY BE SHORTENED TO 5' ON EACH SIDE OF THE REPAIR WITH PRIOR APPROVAL FROM THE CITY ENGINEER.

4. ANY LAKE AFFECTED BY THE UTILITY WORK WITHIN THE CITY RIGHT OF WAY, MUST BE REPAIRED FOR THE FULL WIDTH OF THAT LAKE. IF THE REPAIR PLAYS LONGITUDINALLY IN THE CENTER OF THE ROAD AND AFFECTS TWO LANES, BOTH LANES MUST BE REPAIRED.

5. ALL TRANSVERSE JOINTS SHALL MEET STRAIGHT EDGE REQUIREMENTS SET FORTH BY SECTION 410 OF THE ALDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, 2010 EDITION.

6. THE PAVING CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING FEATURES THAT OCCURRED DURING THE UTILITY REPAIR SUCH AS CURBS AND GUTTER, STOPS, DRAINAGE STRUCTURES, STORMING, ETC. INSIDE THE CITY RIGHT OF WAY. ANY FEATURES DAMAGED BY THE PAVING CONTRACTOR SHALL BE CORRECTED TO THE PRE-CONSTRUCTION CONDITION.

7. CONTRACTOR SHALL INSTALL TRAFFIC CONTROL PER THE LATEST EDITION OF THE MUTCD TO COMPLETE THIS WORK. THIS SHALL BE A SUBSIDIARY OBLIGATION OF THE PROJECT.

PATCH REPAIR NOTES

1. IF POOR CONDITION OF SUBGRADE AND/OR COMPACTED CRUSHED AGG. BASE IS OBSERVED ON SITE AFTER REMOVAL OF EXISTING PAVEMENT SECTION, THE CONTRACTOR SHALL NOTIFY CITY ENGINEER PRIOR TO COMMENCING WORK.

2. CONTRACTOR SHALL SCARIFY AND RE-COMPACT UP TO 6" SUBGRADE AND/OR CRUSHED AGG. BASE TO THE SATISFACTION OF THE CITY ENGINEER.

3. CONTRACTOR SHALL REPAIR ALL PATCH AREAS PRIOR TO THE INSTALLATION OF NEW ASPHALT WEARING SURFACE LAYER.

4. ASPHALT BINDER SHALL BE INSTALLED TO MATCH THE THICKNESS OF THE EXISTING ASPHALT PAVEMENT SECTION ADJACENT TO THE REPAIR OR TO A 3" THICKNESS, WHICHEVER IS GREATER. ANY AREAS REQUIRING MULTIPLE LIFTS OF PATCHING MUST BE INSTALLED IN MAXIMUM 3.5" LIFTS AND ALLOWED TO ADEQUATELY CURE PRIOR TO PLACING THE OVERLYING LAYER.

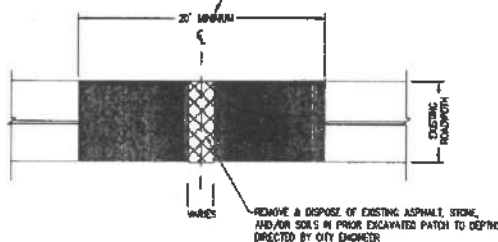
5. THE DOWNTOWN PORTION OF THE CITY HAS AREAS OF CONCRETE THAT HAVE BEEN OVERLAYED WITH ASPHALT. IF CONCRETE UNDERLAYMENT IS DISCOVERED DURING REPAIR, IT SHALL BE SAW-CUT AND REMOVED. IT SHALL BE REPLACED WITH ASPHALT PAVING MATCHING THE ADJACENT ROADWAY BUILD-UP.

6. ASPHALT BINDER LAYER MATERIAL MUST HAVE A 1/2" MAXIMUM AGG. SIZE OR APPROVED EQUIVALENT BY THE CITY ENGINEER.

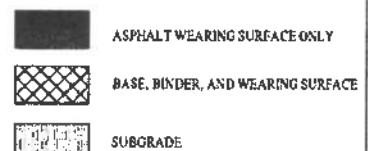
7. ASPHALT WEARING SURFACE LAYER MATERIAL MUST HAVE A 3" MAXIMUM AGG. SIZE AND MUST BE A NON-SAND MIX APPROVED BY THE CITY ENGINEER.

8. THE CITY OF BESSEMER HAS A SITE AVAILABLE FOR ALL ASPHALT, CONCRETE, STONE, AND CLEAN SOIL MATERIALS FOR DISPOSAL ON THIS PROJECT AT THE CITY'S RAINING BASIN/LANDFILL LOCATED AT 1500 MOUNTAIN ROAD BESSEMER, ALABAMA 35202. THE NORMAL LANDFILL HOURS OF OPERATION ARE MONDAY THROUGH FRIDAY 7:30AM THROUGH 5:30PM. PLEASE CONTACT LAWRENCE MATTER, DIRECTOR OF PUBLIC WORKS, FOR AN EXACT DUMP LOCATION ON-SITE. HE CAN BE REACHED BY PHONE AT 205-424-4084 OR BY EMAIL AT lmatter@bessemeral.org.

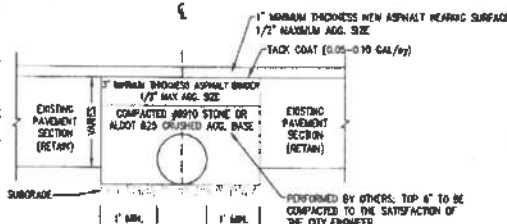
SEE GENERAL NOTE #3. REPAIR AREA MAY BE SHORTENED WITH PRIOR APPROVAL FROM CITY ENGINEER



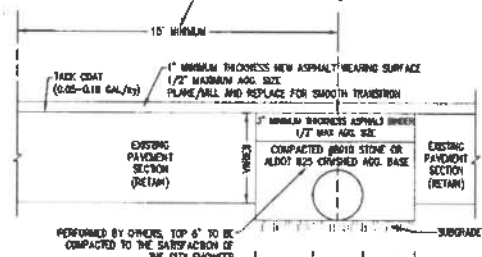
ASPHALT PAVEMENT PATCH DETAIL
PLAN VIEW
DTA



SEE GENERAL NOTE #3. REPAIR AREA MAY BE SHORTENED WITH PRIOR APPROVAL FROM CITY ENGINEER



ASPHALT PAVEMENT PATCH DETAIL
SIDE VIEW BASE, BINDER, AND WEARING SURFACE
DTA



ASPHALT PAVEMENT PATCH DETAIL
SIDE VIEW WEARING SURFACE ONLY
DTA

CITY OF BESSEMER

1200 IN AVENUE NORTH
BESSEMER, ALABAMA 35202



ASPHALT PAVEMENT PATCH DETAIL
REPAIR FOR WORK WITHIN CITY RIGHT OF WAY
CITY OF BESSEMER

DRWING NO.	PROJECT NUMBER
BESSEMER STREET	D-1504
PATCHING	DESIGNED BY
	CMO
	DATE
	THROW

DISCLAIMER: I, E.P. CONTRACTOR, P.C., HAVE PREPARED THIS DRAWING OR DOCUMENT. IT IS NOT TO BE REPRODUCED OR USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED. ANY OTHERS SHOWING HEREON OR BEYOND THE WRITTEN PERMISSION OF E.P. CONTRACTOR, P.C., IS APPROVED ONLY AS SHOWN AND SHALL NOT BE USED IN ANY PART OF THE PROJECT. TO SUCH EXTENT AS

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO EXTEND THE CLOSING DATE ON
THE COMMERCIAL SALE AGREEMENT WITH SCOTT CRAWFORD, INC. FOR THE
PROPERTY LOCATED AT 1800-1810 3RD AVENUE NORTH**

WHEREAS, on February 18, 2020, the City Council of the City of Bessemer (the "City") while in regular session duly assembled with a quorum adopted Resolution No. 025-20 authorizing the Mayor to execute a Commercial Sale Agreement (the "Agreement") between the City and Scott Crawford, Inc. for the property located at 1800-1810 3rd Avenue North in the corporate limits of the City (the "Property"); and

WHEREAS, the Agreement for Property expired on March 20, 2020; and

WHEREAS, Scott Crawford, Inc. desires to extend the Agreement with the City through June 30, 2020; and

WHEREAS, the City Council of the City of Bessemer having finds that extending the Agreement with Scott Crawford, Inc. through June 30, 2020 to be in the best interest of the City.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Bessemer, Alabama, at a regularly scheduled meeting duly assembled with a quorum being present, as follows:

1. The City Council of the City of Bessemer, Alabama hereby declares it to be in the best interest of the City to to extend the Commercial Sale Agreement with Scott Crawford, Inc. for said Property through June 30, 2020.
2. That the Mayor of the City of Bessemer of Bessemer, Alabama shall be and is hereby authorized to execute and addendum to the Commercial Sale Agreement and to take such additional actions as are necessary and appropriate for the accomplishment of this resolution.
3. This resolution shall become effective immediately upon its adoption as required by law.

ADOPTED this the 19th day of May 2020.

CYNTHIA DONALD
President, City Council

ATTEST

WANDA D. TAYLOR
City Clerk

APPROVED this the 19th day of May 2020.

KENNETH E. GULLEY
Mayor, City of Bessemer

RESOLUTION NO.: _____

A RESOLUTION REQUESTING THE MAYOR OF THE CITY OF
BESSEMER, ALABAMA, TO PROVIDE TO THE CITY COUNCIL
A COPY OF DOCUMENTS AND THINGS RELATING TO THE
CITY'S INSURANCE COVERAGE THROUGH THE
ALABAMA MUNICIPAL INSURANCE CORPORATION

Sponsored by: Councilor Kimberly Alexander

WHEREAS, pursuant to Section 11-43-56 of the Code of Alabama 1975, the City Council of the City of Bessemer, Alabama, has management and control over the finances and all property, real and personal, of belonging to the municipality; and

WHEREAS, pursuant to the management authority under Section 1-43-56, the Council is desirous of determining how the insurance premiums the City of Bessemer pays to the Alabama Municipal Insurance Corporation are disbursed, allocated or applied;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BESSEMER, ALABAMA, AS FOLLOWS:

1. The Mayor of the City of Bessemer, Alabama is hereby requested to provide to the City Council of the City of Bessemer, Alabama, the following documents and things within 30 days:
 - (a) a copy of any and all invoices, declaration pages and/or other documents or statements evidencing or containing a breakdown or allocation of the insurance premiums paid by the City of Bessemer to the Alabama Municipal Insurance Corporation;
 - (b) a copy of any and all documents evidencing or relating to the designation, re-designation, appointment or re-appointment of an agent for the City of Bessemer or an agent for the Alabama Municipal Insurance Corporation in connection with the City of Bessemer's policy or policies with the Alabama Municipal Insurance Corporation.
2. This request includes documents in the possession or control of the Office of the City Clerk; the Office of the Director of Finance or other municipal office or department under the supervision and control of the Mayor.
3. This resolution shall become effective immediately upon its adoption as required by law.

ADOPTED this the _____ day of May, 2020.

CYNTHIA S. DONALD, President

APPROVED this the _____ day of May, 2020.

KENNETH E. GULLEY, Mayor

ATTEST:

WANDA D. TAYLOR, City Clerk