

**CITY OF FAIRHOPE
CITY COUNCIL WORK SESSION AGENDA**

MONDAY, 24 APRIL 2023 – 4:30 P.M. – CITY COUNCIL CHAMBER

1. Discussion regarding Drainage at Founders Park
2. Committee Updates
3. Department Head Updates

**City Council Agenda Meeting – 5:30 p.m.
on Monday, April 24, 2023 – City Council Chamber**

Next Regular Meeting – Monday, May 8, 2023 – Same Time Same Place

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 24 APRIL 2023 - 6:00 P.M. – CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 10 April 2023 Regular City Council Meeting and minutes of 10 April 2023 Work Session
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. Resolution – That the City Council approves the funding of a temporary position for the Electric Superintendent’s and the Water and Wastewater Superintendent. These positions will be for training purposes only, not to exceed 60 days and will automatically defund with the retirement of the existing personnel.
6. Resolution – That the City Council authorizes and approves hiring an Animal Control Officer (Pay Grade 7/HR); and the current employee will remain on staff which will allow him to work and train the new Animal Control Officer. This will be an overlap position that will be beneficial to the City as well as the new hire. The position overlap will expire on June 8, 2023.
7. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute a contract with Volkert, Inc. to perform Professional Engineering Services for (RFQ PS23-14) Utilities Relocation for the State of Alabama’s US-31 Widening Project with a not-to-exceed amount of \$152,732.96. The engineering services are 100 percent reimbursable by the State of Alabama.
8. Resolution – That the City Council approves Amendment No. 2 to the Contract for On Call Professional Engineering Services with Stewart Engineering, Inc. for the Electric Department (RFQ No. PS005-21) to extend the current contract for the third year until March 7, 2024; and authorizes Mayor Sherry Sullivan to execute Amendment No. 2 with a not-to-exceed amount of \$25,000.00.
9. Resolution – That the City Council approves the selection Kimley-Horn and Associates, Inc. for Rehab Engineering Services for (RFQ PS23-019) Dog House Lift Station Project; and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council.
10. Resolution – That the City Council approves the selection of O’Donnell & Associates, Inc. to perform Professional Services for (RFQ PS23-020) Professional Hydrogeologic and Environmental Services for Well Fields 1, 3, and 4; and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council.

11. Resolution – That the City Council approves the selection of O’Donnell & Associates, Inc. to perform Professional Services for (RFQ PS23-021) Remote Groundwater Level Monitoring as part of the Fairhope Water System Planning Project Phase 1; and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council.
12. Resolution – To Award Bid No. (Bid No. 23-021-2023-PWI-005) for Transfer Station Slab Reconstruction to Impact Divisions, LLC with a total bid proposal of \$145,583.10.
13. Resolution - That the City of Fairhope approves the selection by Mayor Sherry Sullivan for (RFQ PS23-003) Professional Engineering Services for the 46 KV Transmission Loop along the West Side of Green Road; and authorizes the Mayor to execute a contract with Stewart Engineering with a not-to-exceed amount of \$166,000.00.
14. Resolution – That City Council authorizes and approves the direct payment to the subcontractor GeoCon Engineering & Testing, Inc. for Professional Engineering Services for Athletic Track & Additional Parking with a not-to-exceed amount of \$8,000.00. This expense is not an additional expense but will save the City 10% administrative fees; and will be deducted from the total contract cost with Sawgrass Consulting, LLC.
15. Resolution – That certain items are declared surplus and the Mayor and City Treasurer are hereby authorized and directed to dispose of personal property owned by the City of Fairhope by one of the four methods listed on the resolution.
16. Appointment – Environmental Advisory Board
17. Appointments – Historic Preservation Committee
18. Public Participation – (3 minutes maximum)
19. Adjourn

Next Regular Meeting – Monday, May 8, 2023 – Same Time Same Place

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)

The City Council, City of Fairhope, met in regular session at 6:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 10 April 2023.

Present were Council President Jay Robinson, Councilmembers: Jack Burrell, Corey Martin, Jimmy Conyers, and Kevin Boone, Mayor Sherry Sullivan, City Attorney Marcus E. McDowell, and City Clerk Lisa A. Hanks.

There being a quorum present, Council President Robinson called the meeting to order at 6:05 p.m. The invocation was given by Reverend Dave Marnell of Jubilee Shores United Methodist Church, and the Pledge of Allegiance was recited. Councilmember Burrell moved to approve minutes of the 22 March 2023, regular meeting; and minutes of the 22 March 2023, work session. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Mayor Sullivan addressed the City Council and recognized Lieutenant Larry Sledge and the Fairhope Police Dispatchers for National Public Safety and Telecommunications Week with a proclamation that Lt. Sledge read.

No one spoke during Public Participation for Agenda Items.

Councilmember Conyers, Councilmember Boone, and Council President Robinson welcomed back City Clerk Lisa Hanks. Councilmember Boone gave her an “Atta girl.”

A Public Hearing was held as advertised on a proposed ordinance to amend Zoning Ordinance No. 1253. Councilmember Boone introduced in writing Ordinance No. 1773, an ordinance to rezone the property of Margaret and James Smith (containing 5.34 acres, more or less), from R-2 Medium Density Single-Family Residential District to R-1 Low Density Single-Family Residential District. The property is generally located east of Onyx Lane and north of Longleaf Lane, Fairhope, Alabama. PPIN Number: 80716. The Planning Commission gave a favorable recommendation of this ordinance. Council President Robinson read the proposed ordinance.

Planning Director Hunter Simmons briefly explained the proposed ordinance; and answered questions.

Council President Robinson opened the Public Hearing at 6:15 p.m. No one present opposed the proposed ordinance, the Public Hearing closed at 6:16 p.m.

10 April 2023

In order to take immediate action, Councilmember Burrell moved for immediate consideration. Seconded by Councilmember Conyers, motion for immediate consideration passed unanimously by the following voice votes: AYE – Burrell, Martin, Conyers, Robinson, and Boone. NAY – None. Councilmember Burrell then moved for final adoption of Ordinance No. 1773. Seconded by Councilmember Conyers, motion for final adoption passed by the following voice votes: AYE – Burrell, Martin, Conyers, Robinson, and Boone. NAY – None.

Councilmember Burrell introduced in writing Ordinance No. 1774, an ordinance to annex James Edward Smith and Margaret Ballard Smith (containing one acre, more or less), property located east of Onyx Lane and north of Longleaf Lane, Fairhope, Alabama. Part of PPIN Number: 82432. In order to take immediate action, Councilmember Burrell moved for immediate consideration. Seconded by Councilmember Boone, motion for immediate consideration passed unanimously by the following voice votes: AYE – Burrell, Martin, Conyers, Robinson, and Boone. NAY – None. Councilmember Boone then moved for final adoption of Ordinance No. 1774. Seconded by Councilmember Burrell, motion for final adoption passed by the following voice votes: AYE – Burrell, Martin, Conyers, Robinson, and Boone. NAY – None.

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby approves and authorizes the City of Fairhope to execute a Memorandum of Understanding between the City of Fairhope, on behalf of its Police Department (“Fairhope PD”), and the University of South Alabama, on behalf of its Police Department (“USAPD”). Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4717-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby approves and authorizes the City of Fairhope to execute a Memorandum of Understanding between the City of Fairhope, on behalf of its Police Department (“Fairhope PD”), and the University of South Alabama, on behalf of its Police Department (“USAPD”).

Adopted on this 10th day of April, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

10 April 2023

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that certain items are declared surplus and the Mayor and City Treasurer are hereby authorized and directed to dispose of personal property owned by the City of Fairhope by one of the three methods listed on the resolution. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 4718-23

WHEREAS, the City of Fairhope, Alabama, has certain items of personal property which are no longer needed for public or municipal purposes; and

WHEREAS, Section 11-43-56 of the Code of Alabama of 1975 authorizes the municipal governing body to dispose of unneeded personal property;

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

SECTION 1. That the following personal property owned by the City of Fairhope, Alabama, is not needed for public or municipal purposes, and hereby declared surplus:

2011 Cadillac CTS vin: 1G6DA1ED1B0150530

Seized Vehicle with a Rebuilt/Salvage Title

SECTION 2. That the Mayor and City Treasurer are hereby authorized and directed to dispose of the personal property owned by the City of Fairhope, Alabama, described in Section 1, above, by one of the following methods:

- a. Receiving bids for such property (“via GovDeals”). All such property shall be sold to the highest bidder, provided, however, that the City Council shall grant the authority to the Mayor to reject all bids when, in her opinion, she deems the bids to be less than adequate consideration for the personal property.
- b. Sold for scrap or recycle at the highest offered value.
- c. Disposal via landfill.

ADOPTED AND APPROVED THIS 10TH DAY OF APRIL, 2023

Jay Robinson, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

10 April 2023

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute a contract with GeoCon Engineering & Materials Testing, Inc. for Special Inspections and Construction Materials Testing for Water Treatment Plant No. 3; (RFQ No. PS23-018) with a not-to-exceed amount of \$15,000.00. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 4719-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute a contract with GeoCon Engineering & Materials Testing, Inc. for Special Inspections and Construction Materials Testing for Water Treatment Plant No. 3; (RFQ No. PS23-018) with a not-to-exceed amount of \$15,000.00.

DULY ADOPTED THIS 10TH DAY OF APRIL, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute a contract with Pyro Productions, Inc. for Professional Consulting Design and Production for Fourth of July Fireworks; (RFQ No. PS23-017) with a not-to-exceed amount of \$40,000.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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10 April 2023

RESOLUTION NO. 4720-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute a contract with Pyro Productions, Inc. for Professional Consulting Design and Production for Fourth of July Fireworks; (RFQ No. PS23-017) with a not-to-exceed amount of \$40,000.00.

DULY ADOPTED THIS 10TH DAY OF APRIL, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute a contract with Volkert, Inc. to perform Professional Engineering Services for Utilities Relocation for Baldwin County's County Road 64 Widening Project (RFQ PS23-13) with a not-to-exceed amount of \$100,000.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote. Councilmember Burrell mentioned that this is 100 percent reimbursable.

RESOLUTION NO. 4721-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute a contract with Volkert, Inc. to perform Professional Engineering Services for Utilities Relocation for Baldwin County's County Road 64 Widening Project (RFQ PS23-13) with a not-to-exceed amount of \$100,000.00.

DULY ADOPTED THIS 10TH DAY OF APRIL, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

10 April 2023

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 for (Bid No. 23-007-2023-PW-009) Construction of Pickleball Courts for the Quail Creek Golf Course for the installation of a new 10' fence system with a cost of \$10,983.00 and to award Change Order No. 1 to American Tennis Courts, Inc. The new contract total will be \$125,502.00. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 4722-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 for (Bid No. 23-007-2023-PW-009) Construction of Pickleball Courts for the Quail Creek Golf Course for the installation of a new 10' fence system with a cost of \$10,983.00 and to award Change Order No. 1 to American Tennis Courts, Inc. The new contract total will be \$125,502.00.

Adopted on this 10th day of April, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution to Reject all bids for the Foundation/Slab for 50'x100' Pre-Engineered Metal Building Truck Shed (Bid No. 23-019-2023-PWI-007S) due to excessive cost and to construct the foundation/slab in house. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

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10 April 2023

RESOLUTION NO. 4723-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, as follows:

[1] That the bids for the Foundation/Slab for 50'x100' Pre-Engineered Metal Building Truck Shed (Bid No. 23-019-2023-PWI-007S) are hereby rejected due to excessive cost and to construct the foundation/slab in house.

ADOPTED ON THIS 10TH DAY OF APRIL, 2023

Jay Robinson, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope authorizes the Mayor to submit a letter to AMEA requesting \$20,000.00 to be used for operating an Entrepreneurial Development Center in partnership with the Baldwin Community and Economic Foundation the 501c3 arm of the Baldwin County Economic Development Alliance, the University of Alabama and Coastal Alabama Community College. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4724-23

WHEREAS, the City of Fairhope is desirous to continue its partnership with the Baldwin Community and Economic Foundation the 501c3 arm of the Baldwin County Economic Development Alliance and the University of Alabama to operate an Entrepreneurial Development Center in space provided by and in conjunction with PNC Bank; and

WHEREAS, Hatch a technology entrepreneurial development center located in Fairhope, AL, successfully engages tech-entrepreneurs at its location in PNC building. To date, Hatch with partners at the University of Alabama and Coastal Alabama Community College has assisted numerous entrepreneurs. Because of Hatch capital has been raised, technology is developing, and a vibrant tech entrepreneurial eco-system is growing. Hatch continues to be a resource for technology-driven entrepreneurs seeking to grow their ideas, technology, and companies in Fairhope, Alabama; and

10 April 2023

WHEREAS, there is funding available for said project through a Community Development Grant from AMEA totaling \$20,000.00; and

WHEREAS, the AMEA grant does not require a match, but does require a letter requesting the grant with an outline of the purpose and intended community/economic development project, program and/or initiative.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City of Fairhope authorizes the Mayor to submit a letter to AMEA requesting \$20,000.00 to be used for operating an Entrepreneurial Development Center in partnership with the Baldwin Community and Economic Foundation the 501c3 arm of the Baldwin County Economic Development Alliance, the University of Alabama and Coastal Alabama Community College.

DULY ADOPTED THIS 10TH DAY OF APRIL, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution to procure a New Sound System and installation for the Nix Center; and the item is available for direct procurement through the National Cooperative Purchasing Alliance (“NCPA”) which has been nationally bid; and therefore, does not have to be let out for bid. The total cost will be \$34,510.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

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10 April 2023

RESOLUTION NO. 4725-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope has voted to procure a New Sound System and installation for the Nix Center; and the item is available for direct procurement through the National Cooperative Purchasing Alliance (“NCPA”) which has been nationally bid; and therefore, does not have to be let out for bid. The total cost will be \$34,510.00.

Adopted on this 10th day of April, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement for the Annual Software Support Renewal of the Records Management System which consists of five components for the Police Department pursuant to Code of Alabama 1975, Section 41-16-51(a)15. The total annual cost is \$21,921.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4726-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope approves the procurement for the Annual Software Support Renewal of the Records Management System which consists of five components for the Police Department pursuant to Code of Alabama 1975, Section 41-16-51(a)15. The total annual cost is \$21,921.00.

Adopted on this 10th day of April, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

10 April 2023

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement for the addition of General Billing to the Munis Financial System from Tyler Technologies a Sole Source Provider. The total cost for implementation and the first year of service is \$8,644.00; and for excess funds to come from the Log Management line item. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 4727-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, as follows:

[1] That the City of Fairhope approves the procurement for the addition of General Billing to the Munis Financial System from Tyler Technologies a Sole Source Provider. General Billing will be used by the Finance, Treasury and Revenue Departments for creating invoices and bills for miscellaneous charges. The total cost for implementation and the first year of service is \$8,644.00; and for excess funds to come from the Log Management line item.

Adopted on this 10th day of April, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin moved to appoint Bryan Flowers to the Parking Authority for a four-year term which will expire April 2027. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

City Council reviewed an application for a Special Events License (Alcoholic Beverage License) by Thomas Bratton McGregor d/b/a Bottles Up Mobile Inc. for the Crawfish Derby 2023 located at 14210 Greeno Road (Oak Hollow Farm Inc.), Fairhope, Alabama on May 6, 2023. Councilmember Martin moved to approve the issuance of the license. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

10 April 2023

No one spoke during Public Participation for Non-Agenda Items.

At the request of the City Attorney, Marcus E. McDowell, the City Council will rise from the meeting to go into Executive Session based on Section 36-25A-7(a)(3) to discuss legal ramifications of and legal options for pending litigation; and controversies not yet being litigated but imminently likely to be litigated or imminently likely to be litigated if the governmental body pursues a proposed course of action. The approximate time to be in Executive Session is 50 minutes. Councilmember Conyers moved to go into Executive Session. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

Exited the dais at 6:26 p.m. Returned at 6:51 p.m.

Councilmember Burrell moved to adjourn the meeting. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

There being no further business to come before the City Council, the meeting was duly adjourned at 6:51 p.m.

Jay Robinson, Council President

Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA) (
 ;
COUNTY OF BALDWIN) (
)

The City Council met in a Work Session
at 4:00 p.m., Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
on Monday, 10 April 2023.

Present were Council President Jay Robinson, Councilmembers: Jack Burrell (arrived at 4:22 p.m.), Corey Martin, Jimmy Conyers, and Kevin Boone (arrived at 4:06 p.m.), Mayor Sherry Sullivan, City Attorney Marcus E. McDowell, and City Clerk Lisa A. Hanks.

Council President Jay Robinson called the meeting to order at 4:11 p.m.

The following topics were discussed:

- The first item on the agenda was the Presentation on the Conceptual/Preliminary Update of Design for the Triangle Park (GOMESA) by the Thompson Design Team: Christopher Grant, Anthony Garcia, and Ben Kahlmus. This grant is for the Northern Parcel that will have trails for pedestrian and cyclists; an ADA loop; and a tunnel under Veterans Drive. He said these are the grant minimum specifications and requirements. (See attached handout)

Councilmember Burrell said he had concerns with parking on sidewalks, creek bank being on edge of park; and location of bike repair station. Councilmember Burrell stated he likes the elements and vision

Councilmember Martin said to keep those living for design; and gave an example of the resiliency like Gulf Shores. He stated concerns with noise and trails crossing. Councilmember Martin stated he was excited about the design.

Councilmember Conyers stated we need make a vision for Southern Parcel. He questioned the long leaf pines and need to burn.

Councilmember Boone questioned the bike trail and the drop. Mr. Grant stated it is relatively flat.

Mayor Sullivan commented we need a bus turn around; and suggested using bollards to keep parking off sidewalk.

Council President Robinson also stated we need a vision for Southern Parcel.

Mr. Kahlmus, an arborist with Fulgham, explained the multiple species on property. Councilmember Burrell stated erosion is a concern. Councilmember Martin we to keep this property not busy and use other parcels.

Mr. Grant stated this parcel is bigger than it looks; and said the trail is not near waters edge. He said this is part of the Eastern Shore Watershed Program; and hopefully, restoration of Fly Creek. Mr. Grant stated we are keeping STEM and STEAM in mind for the outdoor classroom or gathering space.

He said trail signage is important; and could possibly use art from Fairhope Artists in the park. Mr. Grant showed the City Council the best spot for the tunnel on Veterans Drive and explained why. Council President Robinson commented this is a great start and it looks great.

- Council President Robinson gave an update on the Historic Preservation Committee; and commented on the Historic Preservation Ordinance. He wanted to know if they could form the Historic Preservation Commission without having by-laws or duties. The Committee wants the City to be a Certified Local Government and this is the first step. Council President Robinson said their next meeting would be April 12, 2023 at 9:30 a.m. Councilmember Burrell stated members should be at least seven.

Council President Robinson briefly went through the Agenda Items and who would explain if needed.

- City Treasurer Kim Creech addressed the City Council and stated the audit was released last week; and highlights are in your box. She explained Agenda Item No. 17 along with IT Director Jeff Montgomery; and answered any questions if needed. Mr. Montgomery said he would eliminate Log Management System and use for General Billing.
- IT Director Jeff Montgomery addressed the City Council regarding Agenda Items No. 15, No. 16 and No. 17; and answered any questions if needed.
- Public Works Director Richard Johnson addressed the City Council and recognized the Triangle Design Team; and said the space is significant and trails are small. He stated the street scape will remain the same; and considered "iconic." Mr. Johnson explained Agenda Items No. 12, No. 13, and No. 8; and answered any questions if needed.
- Police Chief Stephanie Hollinghead addressed the City Council regarding Agenda Items No. 7, No. 18, and No. 19; and answered any questions if needed.
- Interim Gas Superintendent Wes Boyett addressed the City Council regarding Agenda Item No. 11; and answered any questions if needed.
- Human Resources Director Cory Pierce addressed the City Council regarding the Internship with the Gas Department.
- Water and Wastewater Superintendent Jason Langley addressed the City Council regarding Agenda Item No. 9; and answered any questions if needed.
- Community Development Director Paige Crawford addressed the City Council regarding Agenda Item No. 10; and answered any questions if needed.
- Planning Director Hunter Simmons addressed the City Council regarding Agenda Items No. 5 and No. 6; and answered any questions if needed.

Monday, 10 April 2023

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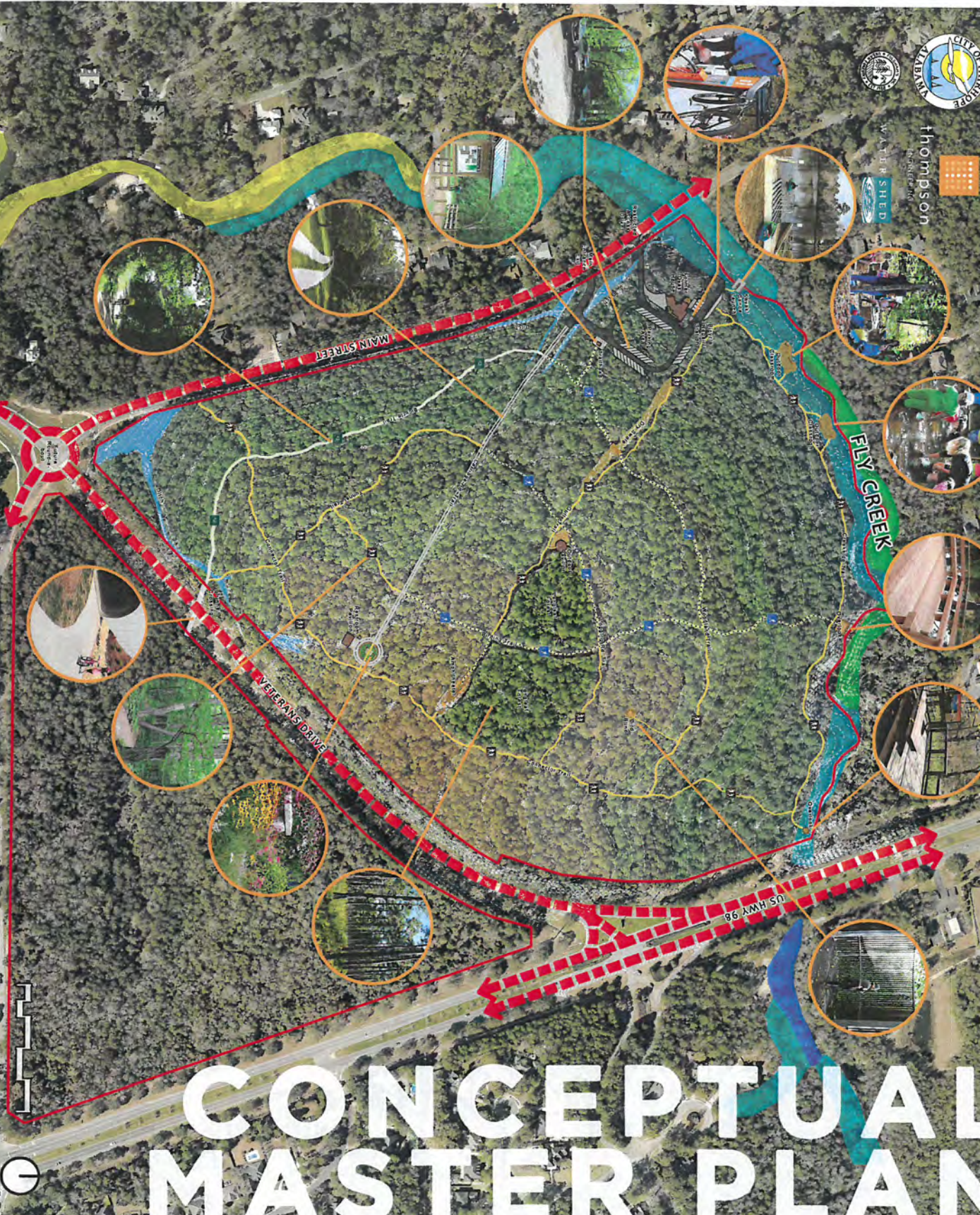
- Councilmember Burrell addressed the City Council regarding Agenda No. 14; and answered any questions if needed. He stated HATCH would eventually move into the K-1 Center.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:47 p.m.

Jay Robinson, Council President

Lisa A. Hanks, MMC
City Clerk

TRINAGLE PARK



CONCEPTUAL MASTER PLAN



RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the funding of a temporary position for the Electric Superintendent's and the Water and Wastewater Superintendent. These positions will be for training purposes only, not to exceed 60 days and will automatically defund with the retirement of the existing personnel.

ADOPTED THIS 24TH DAY OF APRIL, 2023

Jay Robinson, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. ____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council authorizes and approves hiring an Animal Control Officer (Pay Grade 7/HR); and the current employee will remain on staff which will allow him to work and train the new Animal Control Officer. This will be an overlap position that will be beneficial to the City as well as the new hire. The position overlap will expire on June 8, 2023.

ADOPTED THIS 24TH DAY OF APRIL, 2023

Jay Robinson, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk



FAIRHOPE POLICE DEPARTMENT

Stephanie Hollinghead
Chief of Police

DATE: April 10, 2023

TO: Fairhope City Council
Lisa Hanks, City Clerk
City of Fairhope

FROM: 
Stephanie Hollinghead, Chief
Fairhope Police Department

SUBJECT: Full-Time Animal Control Position

In reference to the above, our current Animal Control Officer, Will Newsom, will be ending his employment with the City of Fairhope on June 8, 2023, due to moving to another state. In an effort to continue assisting the citizens of Fairhope seamlessly, Will has graciously volunteered to train the new employee that will be taking over these duties.

I am requesting permission to move forward with hiring a replacement immediately so that we can begin the training process. This training process will be approximately one month as Will's last day is June 8th.

Your consideration in this matter is greatly appreciated. Thank you in advance for assisting the Fairhope Police Department.

CITY OF FAIRHOPE

JOB DESCRIPTION

Job Title: Animal Control Officer

Department: Police Department

FLSA:

Grade:

Safety Sensitive Job: Yes

Security Sensitive Job: No

Job Description Prepared: May 2021

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this job and are not to be interpreted as being all-inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Assigned Lieutenant

Subordinate Staff: None

Internal Contacts: Public Works; Parks and Recreation; Volunteer Fire Department

External Contacts: General Public; Animal Shelter; Veterinarians; Humane Society; Alabama Department of Public Health (DPH); Alabama Law Enforcement Agency (ALEA); Alabama Department of Natural Resources; State Animal Control Board; Orange Beach Wildlife Center

Job Summary

Under the supervision of assigned Lieutenant, the employee enforces the City ordinances regulating the maintenance of animals; and investigates animal control related complaints and complaints concerning animal cruelty. Employee captures stray and vicious animals and transports them to the appropriate, designated location and completes necessary paperwork. Employee informs pet owners of code requirements and ensures owners remain in compliance. Employee makes judgement calls onsite, contacts law enforcement for back up, and issues citations. The employee is the technical and service reference point for all animal control functions. The employee serves as the coordinating

official between the Animal Shelter and the City. Work is performed in accordance with established rules, regulations, and instructions from superior officers, and work is reviewed upon completion. This job classification is considered to be safety-sensitive and is subject to pre-employment background check and random drug screens.

Essential Functions

ESSENTIAL FUNCTIONS: The following list was developed through a job analysis; however, it is not exhaustive and other duties may be required and assigned. A person with a disability which is covered by the ADA must be able to perform the essential functions of the job unaided or with the assistance of a reasonable accommodation.

ESSENTIAL FUNCTION: Animal Control. Works with the public to respond appropriately to reports of nuisance animals. Captures, transports, and cares for animals in a safe and humane manner. Follows all laws and ordinances related to animal control. Utilizes specialize tools and equipment.

1. Enforces City animal control ordinances and codes.
2. Receives calls and complaints regarding nuisance animals; responds appropriately.
3. Responds to the public inquiries and investigates complaints.
4. Takes appropriate measures to protect the public from vicious animals.
5. Assists owners in locating lost pets.
6. Drives to patrol the City for animals at-large.
7. Captures stray, nuisance, vicious, and diseased animals.
8. Positions animal traps to ensure highest chance of animal capture.
9. Loads and unloads animals into/out of cages and on and off truck.
10. Captures and relocates wildlife such as squirrels, alligators, snakes, raccoons, and bats.
11. Transports animals to the animal shelter, veterinarians, and other locations.
12. Informs residents of the animal control ordinances and need for compliance.
13. Assists in solving problems associated with animal control within the City.
14. Assists other public safety officers when animals are involved.
15. Takes photographs of animals and their environments.
16. Utilizes special equipment and tools associated with animal control activities such as animal restraint equipment, animal traps, catch poles, and small hand tools.
17. Issues citations for violations of animal control ordinances.
18. Maintains a current knowledge and awareness of applicable laws, codes, and ordinances; maintains an awareness of appropriate procedures and advances in the profession.
19. Utilizes safety and protective equipment and gear.
20. Performs all tasks in a humane manner.

ESSENTIAL FUNCTION: Animal Control Investigations and Reporting. Investigates animal cruelty reports, animal bites and maintains all reports and records; ensures animals are handled properly.

1. Maintains a log of all calls and mileage.
2. Investigates situations of abused or neglected animals.
3. Receives and investigates animal cruelty reports.
4. Intervenes in cases of animal hoarding; determines best course of action.
5. Investigates all reported animal bites.
6. Investigates situations for possible rabies infections.
7. Photographs stray animals and posts on social media to find owners.
8. Attends court as required; testifies as called.
9. Seizes abandon animals or animals in case of animal hoarding.
10. Contacts other law enforcement agencies, as necessary.
11. Assists in compiling of complaints, photos, owners, weather reports, etc.
12. Completes all required records and reports
13. Uses computer to enter data and maintain records.
14. Maintains and cleans City vehicle.

NON-ESSENTIAL FUNCTIONS:

1. Retrieves and transports evidence as requested by the Investigations Division.
2. Reloads waste bag stations at public locations throughout City.
3. Assists with public relations activities at social events and activities for children.
4. Performs other job-related duties as required or assigned.

Knowledge, Skills and Abilities

(* Can be acquired on the job)

1. *Knowledge of City rules, regulations, policies, and procedures.
2. *Knowledge of City locations and boundaries.
3. *Knowledge of City, state and federal animal control laws, ordinances, and associated court processes.
4. *Knowledge of investigative and security procedures.
5. Knowledge of animal control practices, methods, and procedures.
6. Knowledge of animal behavior.
7. Knowledge of animal husbandry.
8. Knowledge of animal control equipment and proper use.
9. Knowledge of practices of humane treatment of animals.
10. Knowledge of safety rules including accident causation and prevention.
11. Communication skills to efficiently communicate orally and in writing with officials, supervisor, and the general public.

12. Reading skills to understand and interpret manuals, directives, written reports and complaints, rules, regulations, ordinances, and other documents.
13. Writing skills to clearly and neatly complete routine forms and records.
14. Listening skills to receive radio calls, take complaints, and interview witnesses.
15. Driving skills to safely operate a vehicle under adverse conditions.
16. Skill in working with animals.
17. Skills and strength to operate special tools and equipment.
18. Ability to investigate complaints and make decisions based on information gathered
19. Ability to accurately analyze situations associated with nuisance animals and animal control, and adopt quick, effective, and reasonable courses of action.
20. Ability to work in stressful and potentially dangerous situations.
21. Ability to capture and restrain nuisance animals.
22. Ability to work independently and without direct supervision.
23. Ability to lift animals and items weighing in excess of 50 pounds.
24. Ability to run; defend self and others from confrontations and animal attacks.
25. Ability to organize and multitask.
26. Ability to use specialized equipment and tools.
27. Ability to use computers and office productivity software.
28. Ability to use two-way communication devices.
29. Ability to drive.

Minimum Qualifications

1. Possess a high school diploma or GED.
2. Minimum of two (2) years of previous work experience with animals (dogs and cats), previous work experience with law enforcement is preferred; or any combination of education, training and experience that demonstrates the above listed knowledge, skills and abilities commensurate with the requirements of this job.
3. Possess a current and valid driver's license; must be insurable.
4. Ability to complete Animal Control Officer certification by completing the National Animal Control and Humane Officer (NACHO) training academy modules A and B within twelve (12) months of hire.
5. Ability to complete Animal Cruelty Investigation course within twelve (12) months of hire.
6. Ability to travel overnight to attend meetings and training programs.
7. Ability to be on call 24/7 for animal-related emergencies.
8. Ability to pass a pre-employment background check and an initial drug screen.

Physical Demands

The work requires considerable and strenuous physical exertion such as frequent climbing of tall ladders, lifting heavy objects over 50 lbs., crouching, or crawling in restricted areas, and defending oneself or others from physical attack.

Work Environment

The work environment involves high risks with exposure to potentially dangerous situations or unusual environmental stress which require a range of safety and other precautions, e.g., working at great heights under extreme weather conditions, subject to physical attack or mob conditions, or similar situations where conditions cannot be controlled.

RESOLUTION NO. ____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute a contract with Volkert, Inc. to perform Professional Engineering Services for Utilities Relocation for the State of Alabama's US-31 Widening Project (RFQ PS23-14) with a not-to-exceed amount of \$152,732.96. The engineering services are 100 percent reimbursable by the State of Alabama.

DULY ADOPTED THIS 24TH DAY OF APRIL, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 4/13/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: RFQ PS23-014 Professional Engineering Services for Utilities Relocation for State of Alabama's US 31 Project

LAN

Project Location: US 31

Presented to City Council: 4/24/2023

Funding Request Sponsor: Wes Boyett, Gas Compliance & Safety Coordinator

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 152,732.96 (Not-to-Exceed)

Vendor: Volkert, Inc

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

Department Funding This Project

General Gas Electric Water Wastewater Sanitation Cap Project Impact Gas Tax Fed Grant

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Meter-19 IT-16
Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone-12 Adult Rec-30

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital _____
Unfunded XXX

Expense Code: 002-59500
G/L Acct Name: Capital Sys Improve Budget

Grant: _____ Federal - not to exceed amount
_____ State
_____ City
_____ Local

Project Budgeted: \$ _____ 100% Refunded by State
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ 152,732.96

Bond: _____ Title _____ Year _____
Loan: _____ Title _____ Year _____

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 4/13/2023

Purchasing Memo Date: 4/13/2023

Delivered To Date: 4/13/2023

Request Approved Date: 4/13/2023

Request Approved Date: 4/13/2023

Approved Date: 4/13/2023

Signatures: Aiskinn Stone
Aiskinn Stone


Kym Creech
Kym Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

To: Lisa A Hanks, MMC, City Clerk
Kimberly Creech, City Treasurer

From: 
Erin Wolfe, Purchasing Manager

Date: April 13, 2023

Re: RFQ PS23-014 Professional Engineering Services for Utilities Relocation for State of Alabama's US 31 Project

The Interim Superintendent of the Gas Department, Wes Boyett, is requesting the hiring of a professional engineer for RFQ PS23-014 Professional Engineering Services for Utilities Relocation for State of Alabama's US 31 Project.

The City Council approved the selection of Volkert, Inc. and approved the Mayor to negotiate the contract fee schedule. The attached Proposal for the widening for center turn lane addition on SR-3 (US-31) from Eastern Shore Boulevard (MP3.9) to .265 miles east of Coleman Lane (MP4.96) lists hourly rates and a not-to-exceed amounts for three phases:

Phase I: \$32,546.66
Phase II : \$69,668.87
Phase III: \$50,517.43
Total: \$152,732.96

The total not-to-exceed cost of One Hundred Fifty-Two Thousand Seven Hundred Thirty-Two Dollars and Ninety-Six Cents (\$152,732.96) is 100% reimbursable by State of Alabama.

Please prepare a Green Sheet and place on the next City Council Agenda this request for approval of the negotiated Proposed Fee Schedule and allow the Mayor to execute a contract for the not-to-exceed amount of \$152,732.96.

Enclosure

Cc: file, Wes Boyett

Sherry Sullivan
Mayor

Council Members
Kevin G. Boone
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

ALABAMA DEPARTMENT OF TRANSPORTATION

(AGREEMENT FOR ENGINEERING SERVICES BY CONSULTANT ON UTILITY PROJECTS)

This Agreement is entered into by and between the Owner of the Utility: Fairhope Utilities
(hereinafter called the OWNER) and Volkert, Inc. (hereinafter called the ENGINEER).

WITNESSETH:

That, in consideration of the terms, covenants, and conditions hereinafter set forth, the parties hereto, agree as follows:

I. *Description and scope of work:*

(a) Preliminary Engineering - The ENGINEER will make all preliminary studies, designs, plans, specifications, and estimates for relocation of the OWNER'S utility facilities that are in conflict with the proposed construction of Alabama Department of Transportation (hereinafter at times referred to as State)

Project No. HSIP-0003(642) in Baldwin County, Alabama; said project being described on the plans as Widening for center turn lane addition on SR-3(US-31) from Eastern Shore Boulevard(MP 3.9) to 265 miles east of Coleman Lane(MP 4.96)

The work will, when requested by the OWNER, include consideration of alternate methods deemed feasible for accomplishing the relocation of the utility facilities or the retention thereof; the purpose being to develop the most economical solution that is feasible in compliance with Code of Federal Regulations 23 CFR 645 and 635, as applicable.

The ENGINEER will also assist the OWNER in soliciting bids, selecting a contractor and awarding the contract when the relocation work is to be accomplished by the lowest responsible bidder. The ENGINEER and the OWNER will comply with the provisions of Code of Federal Regulations 23 CFR 635 and State law, as applicable, when soliciting bids, selecting a contractor, and awarding the contract.

(b) Construction Engineering - Subsequent to approval by the State of the utility relocation plans, contract documents and authorization of award of contract by the OWNER to the lowest responsible bidder, the ENGINEER will perform the engineering and inspection work to assure the performance and completion of the work in accordance with the approved contract plans and specifications, in accordance with all applicable provisions of 23 CFR 645 and 635.

(c) The State of Alabama Department of Transportation Utility Manual, and all applicable provisions of the Federal-Aid Policy Guide, will govern in development of plans and accomplishment of the work on this project. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

II. *Obligation of OWNER to ENGINEER:*

In connection with this work the OWNER will; (1) As far as possible, cooperate with the ENGINEER in making necessary arrangements with public officials and with such individuals as the ENGINEER may need to contact for advice, counsel, and information; (2) furnish all available as built drawings;

(3) furnish any roadway, bridge and utility drawings that may be available from the Alabama Department of Transportation.

III. Time of Beginning and Completion:

After approval of this agreement by the State, the OWNER will notify the ENGINEER to proceed with the professional services. The ENGINEER will complete Phase I of the engineering work within 30 calendar days after date of written notice to proceed; and Phase II within 180 calendar days after date of written notice to proceed. In the event the OWNER with the approval of the State, deems it advisable or necessary in the execution of the work to make substantial alterations which will increase or decrease the scope of work outlined in this agreement, the time limit specified herein may be adjusted in accordance with Article VII, of this Agreement.

IV. Payments:

For services provided for, when performed by the ENGINEER in accordance with this agreement, and as full and complete compensation therefor, including all necessary expenditures made and incurred by the ENGINEER in connection with this agreement, except as otherwise expressly provided herein, and subject to and in conformity with all provisions of this agreement, the OWNER will pay the ENGINEER the actual cost plus a fixed fee for profit as provided for in Code of Federal Regulations 23 CFR 172.

The ENGINEER will keep separate records of Engineering cost on each phase of work, including hours worked by each employee classification, payroll additives, expenses, transportation and subsistence which are directly allocable to this contract. Payments will be made on the basis of acceptable accounting records of the ENGINEER which are subject to acceptance by the State and which records will be kept in compliance with Part 30 and 31, Federal Acquisition Regulations. Overhead will be based on the latest available information and must be supported by the ENGINEER'S records. All records will be made and kept in keeping with generally acceptable accounting practices and will be made available, if requested, for inspection by representatives of the OWNER, State, and Federal Highway Administration, and copies thereof shall be furnished by the ENGINEER if requested. All records necessary to substantiate charges under this contract will be retained by the ENGINEER for a period of at least three years after final reimbursement payment to the OWNER by the State for the project work.

The actual cost for each phase of work accomplished will include (1) all costs related to salaries of employees for time directly chargeable to the particular phase of the project work; the salaries of principals for time they are productively engaged in work on a particular phase necessary to fulfill the terms of this contract; (2) Salary additives, the ENGINEER'S expenses and overhead to the extent they are properly allocable to the particular phase of work of the project; and (3) transportation cost, computed at the rate shown hereafter, and subsistence, computed on basis of necessary actual out-of-pocket expenses when working away from the home office on the particular phase of work.

Extra work will not be performed until and unless written authority is received from the OWNER indicating approval of the extra work and of the new maximum amount and the OWNER will not issue such written authority until and unless the OWNER is so authorized in writing by the State. Such a change, if approved, will not change or limit any of the other terms, conditions, or requirements of this agreement, provided however, additional time for completion of work may be given in accordance with Article VII, hereof.

The acceptance by the ENGINEER of the final payment will constitute and operate as a release to the OWNER of all claims and liability to the ENGINEER, its representatives and assigns for any and all things done, furnished or relating to the services rendered by the ENGINEER under or in connection with this agreement or any part thereof, provided that no unpaid invoices exist because of extra work required at the written request of the OWNER.

	Total Labor			<u>\$ 25,938.36</u>
Overhead	<u>143.92%</u>	(including payroll additives)		<u>\$ 37,330.49</u>
Transportation	<u>100</u>	miles	@ <u>\$ 0.665</u>	<u>\$ 66.50</u>
Subsistence: Meals and Lodging				<u>\$ -</u>
	SUB TOTAL			<u>\$ 63,335.34</u>
	(10% FIXED FEE FOR PROFIT)			<u>\$ 6,333.53</u>
	MAXIMUM AMOUNT PAYABLE FOR PHASE II ENGINEERING			<u>\$ 69,668.87</u>

Maximum Engineering Cost for Phase III

Labor:	Engineer	<u>52</u>	hours	@ <u>59.93</u>	<u>\$ 3,116.36</u>
	Assistant Engineer	<u>0</u>	hours	@ <u></u>	<u>\$ 0</u>
	Rodman	<u>0</u>	hours	@ <u></u>	<u>\$ 0</u>
	Draftsman	<u>40</u>	hours	@ <u>29.05</u>	<u>\$ 1,162.00</u>
	Inspector	<u>420</u>	hours	@ <u>30.16</u>	<u>\$ 12,667.20</u>
	Supervisor	<u>2</u>	hours	@ <u>82.54</u>	<u>\$ 165.08</u>
	Project Manager	<u>4</u>	hours	@ <u>72.55</u>	<u>\$ 290.20</u>
	CEI PM	<u>30</u>	hours	@ <u>38.48</u>	<u>1,154.40</u>
	Total Labor				<u>\$ 18,555.24</u>
Overhead	<u>143.92%</u>	(including payroll additives)			<u>\$ 26,704.70</u>
Transportation	<u>1000</u>	miles	@ <u>\$ 0.665</u>		<u>\$ 665.00</u>
Subsistence: Meals and Lodging					<u>\$ -</u>
	SUB TOTAL				<u>\$ 45,924.94</u>
	(10% FIXED FEE FOR PROFIT)				<u>\$ 4,592.49</u>
	MAXIMUM AMOUNT PAYABLE FOR PHASE III ENGINEERING				<u>\$ 50,517.43</u>

V. Construction Cost Estimate For Project

The estimated relocation cost is in the amount of \$1,172,500 exclusive of engineering cost and is described in Exhibit B which is attached hereto and is hereby made a part hereof.

VI. Ownership of Engineering Documents:

Upon completion of the work covered by this agreement and receipt of all monies due, the ENGINEER, will deliver to the owner all survey notes, computations, maps, tracings, and all other documents and data pertaining to either the work or the project, which material will become the property of the OWNER. All original tracings of maps and other engineering data furnished to the OWNER by the ENGINEER will bear thereon the endorsement of the ENGINEER.

VII. Delays and Extension

In the event additional work or unavoidable delays prevent completion of the services to be performed under this agreement in the time specified in Article III, the OWNER may grant, subject to prior written approval of the State, a time extension provided written application is made by the ENGINEER within ten (10) days after the alleged delay has occurred. Any time extensions for extra work will be based on the complexity, extent and magnitude of the extra work.

VII. Termination or Abandonment:

The OWNER will have the absolute right to abandon the work or to amend the work or project at any time, and such action on its part will in no event be deemed a breach of contract.

The OWNER has the right to terminate this agreement and make settlement with the ENGINEER upon the basis of actual cost for work performed in accordance with this agreement at the time of termination, plus the percentage of profit based upon the work completed to date of termination.

In the event the Alabama Department of Transportation notifies the OWNER, at any time that the ENGINEER should cease work, the OWNER will immediately notify the ENGINEER to cease work and the ENGINEER will cease all work immediately upon notification by the OWNER to cease work. No payment and no reimbursement will be made for work performed by the ENGINEER beyond a period of four (4) working days following notification by the OWNER to cease work. Any payment to the ENGINEER by the OWNER, and any reimbursement to be made to the OWNER will be for the actual cost of the ENGINEER plus the pro-rated portion of the fixed fee for profit, based on the work completed at the end of the four (4) day period. This pro-ration will be developed by dividing the value of the work completed to date under that phase by the total value of that phase of work less profit, to arrive at a multiplier. This multiplier will then be multiplied by the total fixed fee for profit for that phase of work applicable, to arrive at a dollar value for the amount of fixed fee for profit to be paid by the OWNER.

IX. General Compliance With Laws

The UTILITY will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The UTILITY will procure and pay for all licenses and permits that are necessary for its performance of the work.

X. Subletting, Assignment, or Transfer

This contract shall be binding upon the successors and the assigns of the respective parties hereto.

There will be no assignment, subletting, or transfer of the interests of the ENGINEER in any of the work covered by this agreement without written approval of the State and consent of the OWNER. In the event the OWNER gives such consent with prior approval of the State, all the terms and conditions of this agreement will apply to and bind the party or parties to whom such work is consigned, sublet or transferred as fully and completely as the ENGINEER is hereby bound and obligated.

XI. Employment of Federal, State, County or City Workers:

Without the written consent of the Alabama Department of Transportation the ENGINEER will not engage, on full or part-time or other basis during the period of the agreement, any professional or technical personnel who are or have been at any time during the period of this agreement or within a period of one (1) year immediately prior thereto, in the employ of the Federal Highway Administration or the Highway Organization of any State, County, or City, except regularly retired employees, retired for a period of at least one (1) year prior to the effective date of this agreement.

XII. ENGINEER'S Endorsement

The ENGINEER will endorse the original title or cover sheet of all sets of plans, estimates, reports and engineering data required to be furnished by him under the terms of this agreement. All endorsements will contain the seal and signature of an Alabama Licensed Professional Engineer and such Engineer can be a bona fide employee of the ENGINEER hereunder. In the event the ENGINEER does not perform as Project Engineer or Manager, the ENGINEER will designate a Project Engineer or Manager who has authority to receive and act upon instructions and directions of the OWNER and whose actions and decisions are binding on the ENGINEER.

XIII. Conditions Affecting Work:

The ENGINEER will be responsible for taking steps reasonably necessary to ascertain the nature, general location, scope and type of work hereunder and the general and local conditions which can affect the work or the cost thereof. Any failure by the ENGINEER in such responsibility will not relieve the ENGINEER from the obligation to successfully perform the work without additional expense to the OWNER. The OWNER assumes no responsibility for any understandings or representations by any of its officials, employees or agents prior to or at the time of the execution of this agreement.

This agreement, upon execution by the parties hereto and after approval of the Alabama Department of Transportation, supersedes any previous agreement made between OWNER and the ENGINEER on this particular relocation of utility facilities made necessary by construction of this Highway project.

The OWNER and the ENGINEER recognize the obligation of the Alabama Department of Transportation for reimbursement to the Utility, for work performed under this agreement will be subject to the execution of either a SAHD No. 2 or 3 Standard Agreement or a Special Agreement as might be applicable to the relocation involved, between the OWNER and the Department, which agreement will contain provisions assuring that the OWNER has complied or will comply with and fulfill all obligations, requirements, notifications and provisions of this agreement which are for the benefit or protection of the Department, and that the OWNER has obtained or will obtain all approvals and authorizations of the Department which are provided for in this Engineering Consultant Agreement, and no reimbursement payments will be due and none will be made by the Department until such Agreement as applicable is executed and complied with faithfully by the OWNER and the ENGINEER.

It is intended that the word STATE, when used in this agreement, includes the Alabama Department of Transportation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers,
officials and persons thereunto duly authorized; for the ENGINEER on the _____ day of _____
_____ and the OWNER on the _____ day of _____

OWNER: Fairhope Utilities
(Legal Name of Utility)

ENGINEER: Volkert, Inc.
(Legal Name of Engineer)

Signature

Signature

Title

Vice President - East Gulf Region

Title

Witness

Witness

Certification of Consultant

I hereby certify that I am the Vice President and duly authorized Representative
(Title)

of the firm of Volkert, Inc. whose address is 1110 Montlimar Dr
Mobile, AL 36609
City, State, Zip

and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement;

(b) agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) and fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Alabama Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this agreement involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature

RESOLUTION NO. ____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves Amendment No. 2 to the Contract for On Call Professional Engineering Services with Stewart Engineering, Inc. for the Electric Department (RFQ No. PS005-21) to extend the current contract for the third year until March 7, 2024; and the vendor has agreed to honor the terms and conditions as set in the original contract and Amendment No. 1; and authorizes Mayor Sherry Sullivan to execute Amendment No. 2 with a not-to-exceed amount of \$25,000.00.

Adopted on this 24th day of April, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 4/13/2023

Please return this Routing Sheet to Treasurer [Signature] ASAP

Project Name: Amendment #2 for RFQ PS005-21 On-Call Professional Engineering Services for Electric Dept Projects / Extend through March 7, 2024

Project Location: Electric Dept

Presented to City Council: 4/24/2023

Resolution # :
Approved _____

Funding Request Sponsor: Conrad Havranek, Electric Superintendent
Ben Patterson, Licensed Electrician

Changed _____

Rejected _____

Project Cash Requirement Requested:

Cost: \$ 25,000.00 (Not-to-Exceed)

Vendor: Stewart Engineering

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

Department Funding This Project

General Gas **Electric** Water Wastewater Sanitation Cap Project Impact Gas Tax Fed Grant

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Meter-19 IT-16
Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone-12 Adult Rec-30

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 002-50290
G/L Acct Name: Professional Services

Grant: _____ Federal - not to exceed amount
_____ State
_____ City
_____ Local

Project Budgeted: \$ 25,000.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ -

Bond: _____ Title _____ Year _____
Loan: _____ Title _____ Year _____

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 4/13/2023

Purchasing Memo Date: 4/13/2023

Delivered To Date: 4/13/2023

Request Approved Date: 4/13/2023

Request Approved Date: 4/13/2023

Approved Date: 4/13/2023

Signatures: [Signature]
Aislinn Stone

[Signature]
Kim Creech

[Signature]
Mayor Sherry Sullivan



MEMO

To: Aislinn Stone, Senior Accountant
Kimberly Creech, City Treasurer

From: _____
Erin Wolfe, Purchasing Manager

Sherry Sullivan
Mayor

Council Members:
Kevin G. Boone
Jack Burrell, ACMO
Jimmy Conyers
Corey Martin
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

Date: April 13, 2023

Re: Requesting Green Sheet and Approval by City Council to amend the contract for RFQ PS005-21 On-Call Professional Engineering Services for Electric Department Projects – Three Years with Stewart Engineering, Inc.

The Superintendent of the Electric Department, Conrad Havranek, is requesting amendment to the contract for **RFQ PS005-21 On-Call Professional Engineering Services for Electric Department Projects – Three Years.**

The original contract was executed on March 8, 2021 and awarded to Stewart Engineering, Inc. The original contract was awarded for a not-to-exceed amount of \$25,000.00 per year. Contract Amendment #1 increased the not-to-exceed amount for the first year from \$25,000.00 to \$50,000.00, total contract not-to-exceed amount for the contract to \$100,000.00.

This request is to extend the current contract for the third year until March 7, 2024. The vendor has agreed to honor the terms and conditions as set in the original contract and Amendment #1.

Please prepare a Green Sheet and place on the next City Council Agenda this request to amend the contract for RFQ PS005-21 On-Call Professional Engineering Services for Electric Department Projects – Three Years with Stewart Engineering, Inc.

Enclosure

161 North Section St.
PO Drawer 429
Fairhope, AL 36533

Cc: Conrad Havranek, Ben Patterson, Clint Steadham

251-928-2136 (p)
251-928-6776 (f)
www.fairhopeal.gov

City of Fairhope
Contract Amendment No. 2
RFQ PS005-21 On-Call Professional Engineering Services
for Electric Department Projects – Three Years

This **AMENDMENT OF CONTRACT** ("AMENDMENT") is made this _____ day of _____, 2023 for the purpose of increasing the contract for **RFQ OS005-21 On-Call Professional Engineering Services for Electric Department Projects – Three Years** dated March 8, 2021 ("Original Contract") between the **City of Fairhope** and **Stewart Engineering, Inc.** (the "Parties").

1. The Original Contract, which is attached hereto as part of this Amendment is described below:
The Original Contract was awarded for a not-to-exceed amount of Twenty-Five Thousand Dollars (\$25,000.00).
2. The Original Contract was amended on July 15, 2021 to increase the Not-to-Exceed amount of the contract for the first year from Twenty-Five Thousand Dollars (\$25,000.00) to Fifty Thousand Dollars (\$50,000.00).
3. The Parties agree to extend the Original Contract until March 7, 2024 for the third year of the contract honoring the same terms and conditions as the Original Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment as of the day and year first above written.

THE CITY OF FAIRHOPE, ALABAMA

By: Sherry Sullivan, Mayor

By: Lisa A. Hanks, MMC, City Clerk

NOTARY FOR THE CITY

I, the undersigned authority in and for said State and County, hereby certify that **Sherry Sullivan** as Mayor of the City of Fairhope whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day, being informed of the contents of the document she executed the same voluntarily on the date of the same bears date.

Given under my hand and Notary Seal on this _____ day of _____, 2023

Notary Public _____

My Commission Expires _____

If Corporation, Partnership, or Joint Venture

Name of Corporation, Partnership, or Joint Venture

By: _____

Signature of Officer Authorized to Sign Bids
and Contracts for the Firm

Position or Title

Email Address

Business Mailing Address

City, State, Zip Code

General Contractor's License Number

Foreign Corporation Entity ID
(Required of out-of-state vendors)

NOTARY

STATE OF _____ }

COUNTY OF _____ }

I, the undersigned authority in and for said State and County, hereby certify that

_____, as

Type or Print Name of Bid Signer

Type or Print Bid Signer Title

Respectively, of _____

Type or Print Company Name

Whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day, that, being of the contents of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this _____ day of _____, 2023.

Notary Public _____

My Commission Expires _____

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, as follows:

[1] That the City Council approves the selection Kimley-Horn and Associates, Inc. for Rehab Engineering Services for (RFQ PS23-019) Dog House Lift Station Project; and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council.

DULY ADOPTED THIS 24TH DAY OF APRIL, 2023

Jay Robinson, Council President

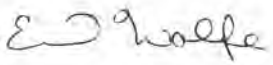
Attest:

Lisa A. Hanks, MMC
City Clerk



MEMO

To: Lisa A Hanks, MMC, City Clerk
Kimberly Creech, City Treasurer

From: 
Erin Wolfe, Purchasing Manager

Sherry Sullivan
Mayor

Date: April 11, 2023

Council Members
Kevin G. Boone
Jack Burrell, ACO
Jimmy Conyers
Corey Martin
Jay Robinson

Re: **RFQ PS23-019 Dog House Lift Station Rehab Engineering Services**

Lisa A. Hanks, MMC
City Clerk

The Water/Wastewater Department needs to hire a professional engineer for **RFQ PS23-019 Dog House Lift Station Rehab Engineering Services**.

Kimberly Creech
City Treasurer

The work to be performed is the professional engineering associated with the project, which will include the design of the rehabilitation improvements of the Lift Station and the CEI services that will follow. This project will be paid for using American Rescue Plan Act – CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS grant.

Mayor Sullivan was provided a list of firms to select from for the work and chose Kimley-Horn to perform the professional service.

Please place on the next available City Council Agenda this request for City Council to approve the selection by the Mayor for RFQ PS23-019 Dog House Lift Station Rehab Engineering Services and allow the Mayor to negotiate the not-to-exceed fee to be approved by Council.

Enclosure

Cc: file; Jason Langley

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533


251-928-2136

251-928-6776 Fax
www.fairhopeal.gov



MEMO

To: Lisa Hanks, City Clerk
Kim Creech, Treasurer

From: 
Erin Wolfe, Purchasing Manager

Date: April 10, 2023

Re: RFQ PS23-019 Dog House Lift Station Rehab Engineering Services


The Superintendent of the Water/Wastewater Department, Jason Langley, is requesting the hiring of a professional engineer for **RFQ PS23-019 Dog House Lift Station Rehab.**

Per our Procedure for Procuring Professional Services, Jason Langley and I are providing firms for the Mayor to select from for the work.

The work to be performed is to professional engineering associated with the project, which will include the design of the rehabilitation improvements of the Lift Station and the CEI services that will follow.

Please move this procurement of professional services forward to the Mayor for the selection of a professional service provider.

The short list is:

-  / / Kimley-Horn
- _____ / / Goodwyn, Mills, Cawood, Inc.
- _____ / / JADE Consulting
- _____ / / None. Submit another list

Cc: file, Jason Langley, Mayor Sherry Sullivan

Sherry Sullivan
Mayor

Council Members:
Kevin G. Boone
Jack Burrell, ACOM
Jimmy Conyers
Corey Martin
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

61 North Section St.
PO Box 429
Fairhope, AL 36533

251-928-2136 (p)

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, as follows:

[1] That the City Council approves the selection of O'Donnell & Associates, Inc. to perform Professional Services for (RFQ PS23-020) Professional Hydrogeologic and Environmental Services for Well Fields 1, 3, and 4; and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council.

DULY ADOPTED THIS 24TH DAY OF APRIL, 2023

Jay Robinson, Council President


Attest:

Lisa A. Hanks, MMC
City Clerk



MEMO

To: Lisa A Hanks, MMC, City Clerk
Kimberly Creech, City Treasurer

From: 
Erin Wolfe, Purchasing Manager

Sherry Sullivan
Mayor

Date: April 13, 2023

Council Members
Kevin G. Boone
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

Re: RFQ PS23-020 Professional Hydrogeologic and Environmental Services for Well Fields 1, 3, and 4

The Water/Wastewater Department needs to hire for **RFQ PS23-020 Professional Hydrogeologic and Environmental Services for Well Fields 1, 3, and 4.**

The work to be performed is to professional services associated with the project, which will include planning development of a single well in the Fairhope Lower Aquifer at Wellfield #1; planning a new production well in the Fairhope Middle Aquifer east of Wellfield #3; and consulting services associated with renewed interest in the development of a deep well at the Fairhope Well #4 wellsite.

Mayor Sullivan was provided a list of firms to select from for the work and chose O'Donnell & Associates, Inc.

Please place on the next available City Council Agenda this request for City Council to approve the selection by the Mayor for RFQ PS23-020 Professional Hydrogeologic and Environmental Services for Well Fields 1, 3, and 4 and allow the Mayor to negotiate the not-to-exceed fee to be approved by Council.

Enclosure

Cc: file; Jason Langley

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

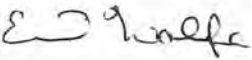
251-928-2136

251-928-6776 Fax
www.fairhopeal.gov



MEMO

To: Lisa Hanks, City Clerk
Kim Creech, Treasurer

From: 
Erin Wolfe, Purchasing Manager

Date: April 13, 2023

Re: RFQ PS23-020 Professional Hydrogeologic and Environmental Services for Well Fields 1, 3, and 4

Sherry Sullivan
Mayor

Council Members:
Kevin G. Boone
Jack Burrell, ACMO
Jimmy Conyers
Corey Martin
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

The Superintendent of the Water/Wastewater Department, Jason Langley, is requesting the hiring for **Professional Hydrogeologic and Environmental Services for Well Fields 1, 3, and 4** as part of the **Fairhope Water System Planning Project Phase 1**.

Per our Procedure for Procuring Professional Services, Jason Langley and I are providing firms for the Mayor to select from for the work.

The work to be performed is to professional services associated with the project, which will include planning development of a single well in the Fairhope Lower Aquifer at Wellfield #1; planning a new production well in the Fairhope Middle Aquifer east of Wellfield #3; and consulting services associated with renewed interest in the development of a deep well at the Fairhope Well #4 wellsite.

Please move this procurement of professional services forward to the Mayor for the selection of a professional service provider.

The short list is:

Sherry Sullivan Sherry Sullivan Apr 14 09:11 AM EDT ___/___/___ O'Donnell & Associates, Inc.

_____ ___/___/___ None. Submit another list

61 North Section St.
PO Box 429
Fairhope, AL 36533

251-928-2136 (p)

Cc: file, Jason Langley, Mayor Sherry Sullivan

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, as follows:

[1] That the City Council approves the selection of O'Donnell & Associates, Inc. to perform Professional Services for (RFQ PS23-021) Remote Groundwater Level Monitoring as part of the Fairhope Water System Planning Project Phase 1; and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council.

DULY ADOPTED THIS 24TH DAY OF APRIL, 2023

Jay Robinson, Council President

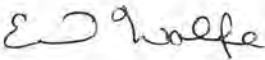
Attest:

Lisa A. Hanks, MMC
City Clerk



MEMO

To: Lisa A Hanks, MMC, City Clerk
Kimberly Creech, City Treasurer

From: 
Erin Wolfe, Purchasing Manager

Sherry Sullivan
Mayor

Date: April 13, 2023

Council Members
Kevin G. Boone
Jack Burrell, ACMO
Jimmy Conyers
Corey Martin
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

Re: **RFQ PS23-021 Remote Groundwater Level Monitoring**

The Water/Wastewater Department needs to hire for **RFQ PS23-021 Remote Groundwater Level Monitoring**.

The work to be performed is to professional services associated with the project, which will include purchasing and installing four (4) remote groundwater level monitoring stations at the City's wellfields.

Mayor Sullivan was provided a list of firms to select from for the work and chose O'Donnell & Associates, Inc.

Please place on the next available City Council Agenda this request for City Council to approve the selection by the Mayor for RFQ PS23-021 Remote Groundwater Level Monitoring and allow the Mayor to negotiate the not-to-exceed fee to be approved by Council.

Enclosure

Cc: file; Jason Langley

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

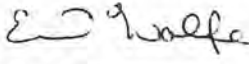
251-928-2136

251-928-6776 Fax
www.fairhopeal.gov



MEMO

To: Lisa Hanks, City Clerk
Kim Creech, Treasurer

From: 
Erin Wolfe, Purchasing Manager

Date: April 13, 2023

Re: **RFQ PS23-021 Remote Groundwater Level Monitoring**

The Superintendent of the Water/Wastewater Department, Jason Langley, is requesting the hiring for **Professional Remote Groundwater Level Monitoring** as part of the **Fairhope Water System Planning Project Phase 1**.

Per our Procedure for Procuring Professional Services, Jason Langley and I are providing firms for the Mayor to select from for the work.

The work to be performed is to professional services associated with the project, which will include purchasing and installing four (4) remote groundwater level monitoring stations at the City's wellfields.

Please move this procurement of professional services forward to the Mayor for the selection of a professional service provider.

The short list is:

Sherry Sullivan _____ / ____ / ____ O'Donnell & Associates, Inc.

_____ / ____ / ____ None. Submit another list

Sherry Sullivan
Mayor

Council Members:
Kevin G. Boone
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

61 North Section St.
PO Box 429
Fairhope, AL 36533

251-928-2136 (p)

Cc: file, Jason Langley, Mayor Sherry Sullivan

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, as follows:

[1] That the City of Fairhope did request, receive, and open bids for Transfer Station Slab Reconstruction (Bid No. 23-021-2023-PWI-005) for the Public Works Department at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] At the appointed time and place, bids were received and tabulated as follows:

RH Deas Building Co., LLC	\$147,711.00
Impact Divisions, LLC	\$145,583.10

[3] After evaluating the bids with the required specifications, Impact Divisions, LLC is now awarded (Bid No. 23-021-2023-PWI-005) for Transfer Station Slab Reconstruction with a total bid proposal of \$145,583.10.

Adopted on this 24th day of April, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 4/13/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award Bid No. 23-021-2023-PWI-005 Transfer Station Slab Reconstruction

Project Location: Sanitation Transfer Station

Presented to City Council: 4/24/2023

Funding Request Sponsor: Richard Johnson, Public Works Director

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 145,583.10

Vendor: Impact Divisions, LLC

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

Department Funding This Project

General Gas Electric Water Wastewater **Sanitation** Cap Project Impact Gas Tax Fed Grant

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Meter-19 IT-16
Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone-12 Adult Rec-30

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 005030-50475
G/L Acct Name: Capital Improvements

Grant: _____ Federal - not to exceed amount
_____ State
_____ City
_____ Local

Project Budgeted: \$ 185,000.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ (39,416.90)

Bond: _____ Title _____ Year _____
Loan: _____ Title _____ Year _____

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 4/13/2023

Purchasing Memo Date: 4/13/2023

Delivered To Date: 4/13/2023

Request Approved Date: 4/13/2023

Request Approved Date: 4/13/2023

Approved Date: 4/13/2023

Signatures: Aislinn Stone
Aislinn Stone

KiIn Creedh
KiIn Creedh

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

To: Aislinn Stone, Senior Accountant
Kimberly Creech, City Treasurer

From: _____
Erin Wolfe, Purchasing Manager

Sherry Sullivan
Mayor

Council Members:
Kevin G. Boone
Jack Burrell, ACMO
Jimmy Conyers
Corey Martin
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

Date: April 13, 2023

Re: **Requesting Green Sheet and Approval by City Council to award Bid No. 23-021-2023-PWI-005 Transfer Station Slab Reconstruction**

The Director of Public Works, Richard Johnson, has requested to demo, replace and finish a 46' x 70' (3,100 SF), 8" thick, heavily reinforced slab on grade with cantilever section over truck pit for the City's Public Works Sanitation Division. The transfer station is located at the Public Works and Utility Facility at 555 South Section Street, Fairhope, AL.

A service bid was issued on March 8, 2023, posted to the City of Fairhope's website, and viewed by 143 of 389 vendors who select to receive e-notifications. Two (2) responsive bids were received at the bid opening on April 13, 2023 at 2:00 p.m.

The Director of Public Works recommends the award be made to **Impact Divisions, LLC**. The bid response price was One Hundred Forty-Five Five Hundred Eighty-Three Dollars and Ten Cents (\$145,583.10) for the Lump Sum Cost of the Transfer Station Slab Reconstruction. The total recommended bid award price is in the amount of **One Hundred Forty-Five Thousand Five Hundred Eighty-Three Dollars and Ten Cents (\$145,583.10)**.

Please prepare a Green Sheet and place on the next City Council Agenda this request to award Bid No. 23-021-2023-PWI-005 Transfer Station Slab Reconstruction for \$145,583.10.

Enclosure

161 North Section St.
PO Drawer 429
Fairhope, AL 36533

251-928-2136 (p)
251-928-6776 (f)
www.fairhopeal.gov


Cc: Richard Johnson, Clint Steadham

City of Fairhope Bid Tabulation
 Bid No. 23-021-2023-PWI-005 Transfer Station Slab Reconstruction
 Opened April 13, 2023 at 2:00 P.M.

Vendor	Bid Documents Signed / Notarized (Y/N)	Addendum I/II Acknowledged (Y/N)	Bid Bond / Certificate (Y/N)	Vendor Compliance (Y/N)	Lump Sum Price
RH Deas Building Co., LLC	Y	Y/Y	Y	Y	\$147,711.00
Impact Divisions, LLC	Y	Y/Y	Y	Y	\$145,583.10

Recommendation:

To the best of my knowledge this is an accurate Bid Tabulation


 Signature
 Richard Johnson, Public Works Director


 Signature
 Erin Wolfe, Purchasing Manager

**ITEM III
BID RESPONSE FORM**

Date: 4/13/2023

Bid No: 23-021-2023-PWI-005 Transfer Station Slab Reconstruction

Project No: 2023-PWI-005

Bids Due: Thursday, April 6, 2023 at 10:00 A.M.

	Lump Sum Price
Lump Sum Price – including all material, equipment, tools, labor, overhead, profit and incidentals to deliver a complete "turnkey" Transfer Station slab replacement as shown in the attached plans and specifications	\$145,583 ⁰⁰

Bid will include all labor, materials, equipment, shipping and postage, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within this CONTRACT and scope of work.

Receipt of the following Addenda to these documents is hereby acknowledged by the undersigned (CONTRACTOR to complete below):

ADDENDUM NO.	DATE ISSUED	ADDENDUM NO.	DATE ISSUED
<u>#1</u>	<u>3-28-23</u>	_____	_____
<u>#2</u>	<u>4-10-23</u>	_____	_____

Each bid must give the full business address of the CONTRACTOR and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president," "secretary," "agent," or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the City of Fairhope, Baldwin County, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

The undersigned agrees to furnish the goods/services as requested by you for the City of Fairhope, Baldwin County, Alabama in your invitation to bid, and certifies that they will meet or exceed the specifications called for. The undersigned has read all information pertaining to this bid and has resolved all questions. It is also understood and agreed that all prices quoted are F.O.B. described in the bid documents and specifications. The undersigned also affirms he/she has not been in any CONTRACT or collusion among BIDDERS or prospective BIDDERS in restraint of freedom of competition, by CONTRACT to bid at a fixed price or to refrain from bidding or otherwise.

Witness our hands and seals this 13th day of April, 2023.



March 28, 2023

Addendum 1

Bid No. 23-021-2023-PWI-005

Transfer Station Slab Reconstruction

Public Works Project No. 2023-PWI-005

Addendum 1 contains changes to the bid dates.

This bid will be opened at the City of Fairhope's City Services and Public Utilities Building, 555 South Section Street, Fairhope, AL 36532 at 2:00 PM on Thursday, April 13, 2023. Vendors shall acknowledge this Addendum 1 on their submitted Bid Response Form.

PRE-BID MEETING CHANGES:

1. The pre-bid meeting mandatory requirement has been waived. The pre-bid meeting is **NON-MANDATORY**, although it is recommended that all bidders attend.
2. The **NON-MANDATORY** pre-bid meeting has been rescheduled to 2:00 p.m. on Tuesday, April 4, 2023. The location remains the same at the City Services and Public Utilities Building located at 555 South Section Street, Fairhope, Alabama.

QUESTION DEADLINE CHANGES:

1. The deadline for questions or comments has been rescheduled to 2:00 p.m. on Thursday, April 6, 2023. All questions or comments must be emailed to purchasing@FairhopeAL.gov.

BID OPENING DATE CHANGE:

1. The Bid Opening Date has been rescheduled to 2:00 p.m. on Thursday, April 13, 2023.



April 10, 2023

Addendum 2

Bid No. 23-021-2023-PWI-005

Transfer Station Slab Reconstruction

Public Works Project No. 2023-PWI-005

This bid will be opened at the City of Fairhope's City Services and Public Utilities Building, 555 South Section Street, Fairhope, AL 36532 at 2:00 PM on Thursday, April 13, 2023. Vendors shall acknowledge this Addendum 2 on their submitted Bid Response Form.

Questions Submitted During the Pre-bid Meeting on Tuesday, April 4, 2023:

1. When was the metal supporting the cantilever slab installed?
A. The structure is original to the Transfer Station. However, in late 2022, significant repair work and additional structural steel was added to the support of the cantilever slab. The current superstructure is considered sufficiently reinforced to accommodate the proposed new work.
2. Is the existing slab 8"?
A. Unknown. The plans call for a new 8-inch slab in the rehab section of the transfer station floor. Some minor grading and compaction should be expected and accommodated as a subsidiary obligation of the lump sum bid.
3. Can the cantilever handle a jack hammer for demolition?
A. The Contractor is expected to use the appropriate care during demolition to insure no collateral damage is done to the existing foundation and substructure of the Transfer Station. In addition, it should be anticipated that the metal pan under the cantilever slab is sacrificial and will be replaced with the proposed new work.
4. Will the City clean/wash the bay prior to the start of the project?
A. Yes. The area will be scrubbed before the start of the project.

ITEM IV
CONTRACTOR INFORMATION

This Section must be printed, completed, and turned in with your bid response to

Bid No. 23-021-2023-PWI-005
Transfer Station Slab Reconstruction
City of Fairhope Public Works Project No. 2023-PWI 005

Business Organization

Name of CONTRACTOR (exactly as it appears on W-9):

IMPACT DIVISIONS, LLC
Doing-Business-As Name of CONTRACTOR: _____

Principal Office Address: 9391 Cantor Rd Ext
Fairhope, AL 36532

LOCAL Telephone Number: _____ Toll-Free _____
LOCAL Fax Number: _____
Email address: _____
Website: _____

Form of Business Entity [check one ("X")]

Corporation
Partnership _____
Individual _____
Joint Venture _____
Other (describe): _____

Corporation Statement

If a corporation, answer the following:

Date of incorporation: 5-11-2011
Location of incorporation: Florida - Limited Liability Corporation
The corporation is held: Publicly _____
Privately

Partnership Statement

If a partnership, answer the following:

Date of organization: _____
Location of organization: _____
The partnership is: General _____
Limited _____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____
Location of organization: _____
JV CONTRACT recorded? Yes _____ No _____

Contact: BRAD DUNN Email brad@impactdivisions.com
Phone 904-599-5485 Fax _____

END OF CONTRACTOR INFORMATION SECTION

If Individual or Partnership

(Name of Individual or Partnership) _____

(Name of Partner Print) _____

(Name of Representative Authorized to sign Bids and CONTRACTs for the firm Print) _____

(Name of Partner Print) _____

Address _____

Phone Number () _____

Fax Number () _____

E-mail address _____

Alabama Contractor's License No. _____

Foreign Entity ID (if outside of Alabama) _____

If Corporation or LLC

Company IMPACT Divisions LLC

State of Incorporation Florida

Company Representative Brad Dunn - BOON

(Representative Authorized to sign Bids and CONTRACTs for the firm Print)

Company Representative BOON

(Representative Authorized to sign Bids and CONTRACTs for the firm Signature)

Address 9391 Gayler Rd Ext

Fairhope AL 36532

Phone Number (904-599-5485)

Fax Number () _____

E-mail address brad@impactdivisions.com

AL Contractor's License No. 26038

Foreign Vendor Id 000-347-689

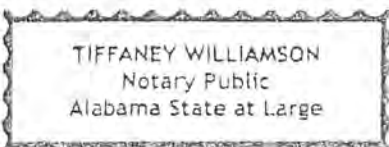
BID PROPOSAL NOTARIZATION:

STATE OF Alabama

COUNTY OF Baldwin

I, the undersigned authority in and for said State and County, hereby certify that Brad Dunn as manager respectively, of Impact Divisions, LLC, whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day, that, being informed of the contents of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this 13th day of April, 2023.



NOTARY PUBLIC Tiffany Williamson

MY COMMISSION EXPIRES 11/08/2025

My Commission Expires
November 8, 2025

ITEM X
BID BOND

The PRINCIPAL (Bidder's name and address) Impact Divisions, LLC
9391 Gayfer Road, Fairhope, AL 36532

The OWNER
City of Fairhope
P.O. Drawer 429
Fairhope, AL 36533

The PROJECT for which the Principal's Bid is submitted: (Project name as it appears in the Bid Documents)

PROJECT NO. 2023-PW-005
PROJECT NAME: Transfer Station Slab Reconstruction

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Principal and Surety, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the OWNER in the PENAL SUM of five percent (5%) of the amount of the Principal's bid, but in no event more than TEN THOUSAND DOLLARS (\$10,000.00).

THE CONDITION OF THIS OBLIGATION is that the Principal has submitted to the OWNER the attached bid, which is incorporated herein by reference, for the Project identified above.

NOW, THEREFORE, if, within the terms of the Bid Document, the OWNER accepts the Principal's bid and the Principal thereafter either:

- (a) executes and delivers a Construction Contract with the required Performance and Payment Bonds (each in the for contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents, or fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the OWNER the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the OWNER may award a Construction Contract for the same Work to another Bidder, then, this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the OWNER may accept the Principal's bid, and the Surety does hereby waive notice of any such extension.

SIGNED AND SEALED this 13th day of April, 2023

ATTEST _____ By: Impact Divisions, LLC
(Principal (Company))

_____ By: [Signature]
Print Name and Title

SURETY ATTEST [Signature] By: [Signature]
Merchants National Bonding, Inc.
Surety Company

Justua Price Attorney-in-Fact
Print Name and Title

CORPORATION

Impact Divisions, LLC
Name of Corporation, Partnership, or Joint Venture

Business Mailing Address: 9391 Gayfer Road, Fairhope, AL 36532

email: bid@impactdivisions.com phone: 904-598-5985

BY: [Signature]
(Signature of Officer Authorized to sign Bids
and Contracts for the Firm)

26035
(General Contractor's License Number)
vendors)

Managing Member
(Position or Title)

347-639
Foreign Corporation Entity Id (Required of out-of-state-

Attest: [Signature]
(Secretary) [Signature]

Merchants National Bonding, Inc.
(Name of Surety)

Florida
(Name of State Under the laws of which incorporated)

BY: [Signature]
(Attorney in Fact) Joshua Price

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Billie Jo Sanders; David J Durden; Joshua Price; Paul B Scott Jr; Renee Ellis; Thomas J Gentile

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.

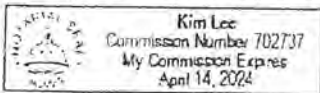


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss

On this 8th day of December, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of April, 2023.



William Warner Jr.
Secretary



CITY OF FAIRHOPE
PURCHASING DEPARTMENT
PROJECT REQUEST FORM

Requestor: Richard D. Johnson, PE Department: Public Works - Sanitation
Project Name: TRANSFER STATION SLAB RECONSTRUCTION
Project Description: Demo, removal, reinforcement for, and placement of 4000 PSI, 8" slab - 3,200 s.f.
Project Category: X Bid Professional Service Other:
Budget Amount: \$185,000.00 Budget Code: 005030-50475-20
Budgeted for Current FY: X Yes No

BID INFORMATION

Bid Duration: Three Weeks Project Duration: 31 Calendar Days (NTP10 + 21)
Engineer of Record: Richard D. Johnson, PE
Pre-Bid Meeting: No X Yes X Mandatory Non-Mandatory
Scope of Work Provided By: RDJ Contract Extensions: X No Yes
Project Manager: RDJ, George Ladd & Dale Linder
Insurance Requirements: X Minimum Maximum
Bonds: X Bid X Performance X Labor & Materials
Related Bids/RF's

FORCE ACCOUNT INFORMATION

Force Account Project: No Yes Estimated Amount: Budget Code:
Notes:

SIGNATURES

Requestor: Richard D. Johnson, PE Digitally signed by Richard D. Johnson, PE Date: 2023.02.23 10:37:38 -06'00'
Senior Accountant: Aislinn Stone Digitally signed by Aislinn Stone (Feb 24, 2023 16:17 CST)
City Treasurer: Kimberly Creech Digitally signed by Kimberly Creech (Feb 23, 2023 17:04 CST)
Mayor: Digitally signed by Mayor (Feb 23, 2023 17:11 CST)

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, as follows:

[1] That the City of Fairhope approves the selection by Mayor Sherry Sullivan for (RFQ PS23-003) Professional Engineering Services for the 46 KV Transmission Loop along the West Side of Green Road; and authorizes the Mayor to execute a contract with Stewart Engineering with a not-to-exceed amount of \$166,000.00.

DULY ADOPTED THIS 24TH DAY OF APRIL, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 4/14/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: RFQ PS23-003 Professional Engineering Svcs for the 46 KV Transmission Loop along the West Side of Greeno Road

Project Location: West Side of Greeno Road

Presented to City Council: 4/24/2023

Funding Request Sponsor: Conrad Havranek, Electric Superintendent
Ben Patterson, Assistant Electric Superintendent
Sherry Sullivan, Mayor

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 166,000.00 (Not-to-Exceed)

Vendor: Stewart Engineering, Inc.

Project Engineer: n/a

Order Date: n/a Lead Time: n/a

APR 17 '23 09:25 JAW

Department Funding This Project

General Gas **Electric** Water Wastewater Sanitation Cap Project Impact Gas Tax Fed Grant

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Meter-19 IT-16
Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone-12 Adult Rec-30

Project will be: Expensed Capitalized XXX Inventoried

Funding Source: Operating Expenses Budgeted Capital XXX Unfunded

Expense Code: 003-59500
G/L Acct Name: Capital System Improvements Budget

Project Budgeted: \$ 166,000.00
Balance Sheet Item Included in projected cash flow

Over (Under) budget amount: \$ -

Grant: _____ Federal - not to exceed amount
_____ State
_____ City
_____ Local

Bond: _____ Title _____ Year _____
Loan: _____ Title _____ Year _____

Capital Lease: _____ - Payment _____ Term _____

(Total project budget \$1,750,000.00)

City Council Prior Approval/Date? _____

Senior Accountant	City Treasurer	Mayor
Purchasing Memo Date: <u>4/13/2023</u>	Purchasing Memo Date: <u>4/13/2023</u>	Delivered To Date: <u>4/14/2023</u>
Request Approved Date: <u>4/14/2023</u>	Request Approved Date: <u>4/14/2023</u>	Approved Date: <u>4/14/2023</u>
Signatures: <u><i>Aislinn Stone</i></u> Aislinn Stone	<u><i>Kim Creech</i></u> Kim Creech	<u><i>Sherry Sullivan</i></u> Mayor Sherry Sullivan



MEMO

To: Lisa Hanks, City Clerk
Kim Creech, Treasurer

From: Erin Wolfe, Purchasing Manager

Date: April 13, 2023

Re: RFQ PS23-003 Professional Engineering Services for the 46 KV Transmission Loop along the West Side of Greeno Road

Sherry Sullivan
Mayor

Council Members:
Kevin G. Boone
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

The Superintendent of the Electric Department, Conrad Havranek, is requesting the hiring of a professional engineer for **RFQ PS23-003 Professional Engineering Services for the 46 KV Transmission Loop along the West Side of Greeno Road.**

The Mayor has chosen Stewart Engineering to perform the professional service.

The work to be performed is:

- A. Consultation, preliminary research, analysis, preparation and furnishing of schematic drawings.
- B. Preparation and furnishing of preliminary plans, outline specifications and estimates of cost.
- C. Preparation and furnishing of working drawings and specifications necessary for Contract purposes including sufficient proposal, contract, and bond forms for prosecuting the Work; also, the procuring and analysis of bids when requested by the City.
- D. Preparation of contract documents, preparation of detailed and explanatory drawings, providing instructions necessary for the proper execution of the Work, and checking and approval of manufacturer's data and shop drawings.
- E. General administration of the construction contract, issuing of certificates of payment and preparation of construction records.

Stewart Engineering has submitted a proposal for One Hundred Sixty-Six Thousand Dollars (\$166,000.00) for these services.

Please place on the next available City Council Agenda this request for City Council to Approve the selection by the Mayor for RFQ PS23-003 Professional Engineering Services for the 46 KV Transmission Loop along the West Side of Greeno Road. and authorize the Mayor to execute a contract with a not-to-exceed amount of \$166,000.00.

Cc: file, Conrad Havranek, Ben Patterson, Clint Steadham

61 North Section St.
PO Box 429
Fairhope, AL 36533

251-928-2136 (p)

ENGINEERING SERVICE CONTRACT
FOR CONSULTATION / DESIGN SERVICES

AGREEMENT made as of _____, 2023, between the CITY OF FAIRHOPE, in Fairhope, Alabama (hereinafter called the "Owner") and STEWART ENGINEERING, INC. (Hereinafter called the "Engineer").

WHEREAS, the Owner owns and operates an electric distribution system (hereinafter called the "System"); and

WHEREAS, the Engineer represents that he has sufficient experienced personnel and equipment to perform, and the Owner desires the Engineer to perform the engineering services herein described in respect of the System.

NOW, THEREFORE, in consideration of the mutual undertakings herein contained the Owner and the Engineer agree as follows:

ARTICLE I

GENERAL

The Engineer shall render diligently and completely the engineering services herein described.

ARTICLE II

WITNESSETH, that whereas, the Owner intends to construct a new 46 KV Transmission Line along the West side of Greeno Road, the specific details of which are described in attached EXHIBIT A, hereinafter called the Work, for which One Million Nine Hundred Twenty-Five Thousand Dollars (\$1,925,000) has been budgeted as the tentative Cost of the Work covered by this Agreement.

NOW, THEREFORE, the Owner and the Engineer, for the considerations hereinafter named, agree as follows:

ARTICLE III

BASIC SERVICES

The Engineer agrees to perform, for the above-mentioned Work, the basic professional services, A, and B, and C, and D, and E, as hereinafter defined:

- A. Consultation, preliminary research, analysis, preparation and furnishing of schematic drawings.
- B. Preparation and furnishing of preliminary plans, outline specifications and estimates of cost.
- C. Preparation and furnishing of working drawings and specifications necessary for Contract purposes including sufficient proposal, contract, and bond forms for prosecuting the Work; also, the procuring and analysis of bids when requested by the Owner.
- D. Preparation of contract documents, preparation of details and explanatory drawings, providing instructions necessary for the proper execution of the Work, and checking and approval of manufacturer's data and shop drawings.
- E. General administration of the construction contract, issuing of certificates of payment and preparation of construction records.

The Engineer shall furnish the Owner an estimate of the Cost of the Work based upon the approved preliminary drawings and outline specifications. The required approval of this estimate and preliminary drawings and outline specifications by the Owner and all public agencies involved will constitute authority for the Engineer to proceed with the completion of final plans and specifications.

If, after the approval of the preliminary drawings and prior to the completion of the final plans and specifications, unforeseen conditions should arise which would substantially affect the Cost of Work, or should the Owner require substantial changes from the approved preliminary drawings and specifications, the Engineer may submit in writing to the Owner an accordingly revised estimate which, upon approval, shall supersede the approved preliminary estimate and shall become the agreed budget amount.

ARTICLE IV

BASIC FEES

The Owner agrees to pay the Engineer for the basic services in this Agreement the following percentages of the Engineering Fee:

- For A. Ten per cent of the Engineering Fee.
- For B. Fifteen per cent of the Engineering Fee.
- For C. Fifty per cent of the Engineering Fee.
- For D. Five per cent of the Engineering Fee.
- For E. Twenty per cent of the Engineering Fee.

The Engineer's Fee for this project shall be \$166,000.

ARTICLE V

PAYMENTS

From time to time during the execution of his work and in proportion to the amount of service rendered by the Engineer on account of Services A, B, C, D or E in this Agreement, payments shall be made until the aggregate of all payments made are equal to the total amount as calculated using the respective percentage shown above.

Payments on account of Services A, B and C shall be due and payable upon completion of those phases and approval of same by Owner. Payments on account of Services D and E shall be due and payable as the work progresses and shall be based upon an amount not to exceed the amount of work completed as approved on the periodic estimates of the Contractor or Contractors.

Upon satisfactory completion of construction work and its final acceptance by the Owner, the Engineer shall be paid any unpaid balance of fee due hereunder. Prior to such final payment under this contract or prior to settlement upon termination of the contract, and as a condition precedent thereto the Engineer shall deliver to the Owner all required guarantees, record drawings or any other conditions named or implied in the Agreement.

Payments upon (1) the termination of the Agreement (2) final payments upon the completion of services prior to the determination of the final Cost of the Work, and (3) partial payments shall be computed from the agreed budget or the agreed estimate of the Cost of the Work which ever is the lesser.

If the Owner abandons, delays, or postpones the project the Engineer shall deliver to the Owner copies of all documents either completed or in progress so that a determination of the status of the Service(s) involved may be determined to be used on a percentage of completion basis for payments to the Engineer.

Other final payments shall be adjusted and computed from the final Cost of the Work as hereinafter defined and/or modified.

Any payments due for services under the provisions of Article VII of this Agreement will be paid from time to time as the services are performed or the necessary expenses are incurred and such payments shall be considered separate and distinct from payments made under the provisions of Articles III and IV.

ARTICLE VI

DEFINITION OF THE COST OF THE WORK

The Cost of the Work means the cost to the Owner, but such cost shall not include any Engineer's fees or reimbursements, or the cost of a Clerk-of-Works, or the cost of fixtures or equipment except built-in or attached equipment included in plans and specifications at the Owner's request, and shall not include construction costs, expenses or fees covered by Article No. VII.

No deduction shall be made from the fee for engineering services on account of liquidated damages or other sums withheld from payments to contractors.

ARTICLE VII

OTHER ENGINEERING SERVICES

During the term of this Agreement, the Engineer shall perform upon request of the Owner, other engineering consultation services. In each such case the services to be performed and the compensation to be paid shall be mutually agreed upon by the parties to this Agreement and reduced to writing before any work is started except in the case of an emergency. In case of an emergency, the details of engineering services to be performed and the compensation to be paid shall be mutually agreed upon and reduced to writing as soon as practical after the work is started.

ARTICLE VIII

BASIC DATA FURNISHED BY OWNER

The Owner shall furnish to the Engineer and the Engineer shall retain in his office during the term of this Agreement copies of engineering studies, maps and other pertinent data in respect to the System. The Engineer shall deliver to the Owner a written itemized receipt for such material and shall be responsible for its safe keeping and shall return it to the Owner, upon request, in as good condition as when received, normal wear and tear excepted.

ARTICLE IX

OWNER FURNISH LINEMEN

The Owner shall furnish the services of a qualified lineman or linemen whenever such services are required to obtain any information or perform any tests that will require working on a pole or structure that supports an energized conductor.

ARTICLE X

MISCELLANEOUS

Section 1. LICENSE. The Engineer shall comply with all applicable statutes pertaining to engineering.

- (a) The Engineer warrants that he possesses License No. 14817 issued to him by the State of Alabama on the 12th day of July, 1984.

Section 2. TERM. This Agreement shall become effective as of the date hereof and shall remain in effect for a period of three years thereafter, provided, however, that this Agreement may be terminated at any time during the term hereof by either party giving thirty (30) days notice in writing to the other of its intention to terminate. Upon such termination the Owner shall pay the Engineer for such services as may have been performed prior to such termination.

Section 3. RETURN OF DATA. The Engineer shall, immediately upon expiration of termination of the Agreement, return to the Owner all of the engineering studies, maps and other data furnished to the Engineer by the Owner pursuant to this Agreement.

Section 4. INSURANCE. The Engineer shall take out and maintain workmen's compensation insurance covering all employees of the Engineer who shall perform any of the obligations of the Engineer hereunder, whether or not such insurance is required by the laws of the State governing the employment of any such employee. If any employee is not subject to the workmen's compensation laws of such State, such insurance shall extend to such employee voluntary coverage to the same extent as though such employee were subject to such laws. The policy of insurance shall be in such form and issued by such insurer as shall be satisfactory to the Owner.

Section 5. QUALIFIED PERSONNEL. The obligations and duties to be performed by the Engineer under this Agreement shall be performed by persons qualified to perform such duties efficiently. The Engineer, if the Owner shall so direct, shall replace any engineer or other person employed by the Engineer in connection with the work.

Section 6. COPIES OF AGREEMENT. This Agreement may be simultaneously executed and delivered in two or more counterparts, each of which so executed and delivered shall be deemed to be an original, and all shall constitute but one and the same instrument.

Section 7. ASSIGNMENT. The obligations of the Engineer under this Agreement shall not be assigned without the approval in writing of the Owner.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

ATTEST:

Secretary

CITY OF FAIRHOPE
Fairhope, Alabama

BY _____

Title _____

ATTEST:

Secretary

STEWART ENGINEERING, INC.

BY _____
President



CITY OF FAIRHOPE
PURCHASING DEPARTMENT
PROJECT REQUEST FORM

Requestor: Ben Patterson Department: Electric
Project Name: 46 KV Loop
Project Description: Installing a 46 KV transmission Loop Request for Qualifications for Engineer
Project Category: Bid X Professional Service Other:
Budget Amount: \$260,000 Budget Code: 59500
Budgeted for Current FY: X Yes No

BID INFORMATION

Bid Duration: Project Duration:
Engineer of Record:
Pre-Bid Meeting: No Yes Mandatory Non-Mandatory
Scope of Work Provided By: Contract Extensions: No Yes
Project Manager:
Insurance Requirements: Minimum Maximum
Bonds: Bid Performance Labor & Materials
Related Bids/RF's

FORCE ACCOUNT INFORMATION

Force Account Project: No Yes Estimated Amount: Budget Code:
Notes:

SIGNATURES

Requestor: Ben Patterson Senior Accountant: Aislinn Stone
City Treasurer: Kimberly Creech Mayor:

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That City Council authorizes and approves the direct payment of the subcontractor GeoCon Engineering & Testing, Inc. for Professional Engineering Services for Athletic Track & Additional Parking with a not-to-exceed amount of \$8,000.00. This expense is not an additional expense but will save the City 10% administrative fees; and will be deducted from the total contract cost with Sawgrass Consulting, LLC.

DULY ADOPTED THIS 24TH DAY OF APRIL, 2024

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 4/13/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: RFQ PS004-22 Professional Engineering Svcs for Athletic Track & Additional Parking / Geotechnical Materials Testing

Project Location: Founder's Park

Presented to City Council: 4/24/2023

Funding Request Sponsor: Richard Johnson, Public Works Director

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 8,000.00 (Not-to-Exceed)

APPROVED 4/13/23 JAW

Vendor: GeoCon Engineering & Materials Testing Inc

Project Engineer: n/a

Order Date: n/a Lead Time: n/a

Department Funding This Project

General Gas Electric Water Wastewater Sanitation **Cap Project** Impact Gas Tax Fed Grant

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Meter-19 IT-16
Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone-12 Adult Rec-30

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 103-55940
G/L Acct Name: Founders Competition Track

Grant: _____ Federal - not to exceed amount
_____ State
_____ City
_____ Local

Project Budgeted: \$ 8,000.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ -

Bond: _____ Title _____ Year _____
Loan: _____ Title _____ Year _____

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 4/13/2023

Purchasing Memo Date: 4/13/2023

Delivered To Date: 4/13/2023

Request Approved Date: 4/13/2023

Request Approved Date: 4/13/2023

Approved Date: 4/13/2023

Signatures: Aislinn Stone
Aislinn Stone

Signatures: Kim Creech
Kim Creech

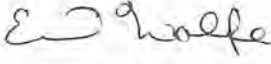
Signatures: Sherry Sullivan
Mayor Sherry Sullivan



MEMO

To: **Lisa Hanks, City Clerk**
Kim Creech, Treasurer

Sherry Sullivan
Mayor


From: Erin Wolfe, Purchasing Manager

Date: **April 13, 2023**

Re: **Geotechnical Materials Testing Subcontractor for RFQ PS004-22**
Professional Engineering Services for an Athletic Track and Additional
Parking at Founder's Park

Council Members:

Kevin G. Boone
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

The Director of Public Works, Richard Johnson, is requesting to directly pay the Geotechnical Materials Testing Subcontractor for the Athletic Track and Additional Parking at Founders Park.

Per the City's "Procedure for Procuring Professional Services for Projects Under \$100K", under the section for "Variants to the Procedure", the Mayor exercised Option 1 and chose Watermark Design to perform the professional service.

GeoCon Engineering & Materials Testing Inc. is a subcontractor for Sawgrass Consulting, LLC for **RFQ PS004-22 Professional Engineering Services for an Athletic Track and Additional Parking at Founder's Park**. The cost for the Geotechnical Materials Testing will be a not-to-exceed amount of Eight Thousand Dollars (\$8,000.00).

This expense is not an additional expense for the project. The City will pay GeoCon Engineering & Materials Testing Inc. directly to save 10% administrative fee (or \$800.00). The \$8,000.00 will be deducted from the total contract cost with Sawgrass Consulting, LLC.

Please place on the next available City Council Agenda this request for City Council to approve the direct payment of the subcontractor GeoCon Engineering & Materials Testing, Inc. for a not-to-exceed amount of \$8,000.00.

61 North Section St.
PO Box 429
Fairhope, AL 36533

251-928-2136 (p)

Cc: file, Richard Johnson, Mayor Sherry Sullivan

Founders Track CE&I - PR3 - Task VIII

GeoCon Engineering & Materials Testing Inc

Invoice

Post Office Box 130
Magnolia Springs, AL 36555-0130

Phone #

251-947-1035

Date	Invoice #
4/7/2023	7767

Bill To
CITY OF FAIRHOPE MR. RICHARD JOHNSON PO DRAWER 429 FAIRHOPE AL 36533

Project
CONSTRUCTION MATERIAL TESTING FOUNDER'S PARK ATHLETIC TRACK PARKING IMPROVEMENTS FAIRHOPE AL

P.O. Number	Terms	Rep	Ship	Via	GeoCon Project
20224488-00			4/7/2023		JG 2432-23

Quantity	Item Code	Description	Price Each	Amount
5	Technical Svcs - AL	TRIP CHARGE	30.00	150.00
24	Technical Svcs - AL	NUCLEAR DENSITY COMPACTION TESTS	18.00	432.00
2	Technical Svcs - AL	SOIL STANDARD PROCTOR DETERMINATION TESTS	110.00	220.00
2	Technical Svcs - AL	SOIL CLASSIFICATION	110.00	220.00
1	Technical Svcs - AL	AGGREGATE PROCTOR DETERMINATION TEST	325.00	325.00
1	Technical Svcs - AL	AGGREGATE BASE CLASSIFICATION	125.00	125.00
12	Technical Svcs - AL	12 HRS ENGINEERING TECHNICIAN	60.00	720.00
1.2	Technical Svcs - AL	1.2 HRS MATERIAL SPECIALIST	110.00	132.00
1.2	Technical Svcs - AL	1.2 HRS CLERICAL	60.00	72.00
"WE ARE WORKING AS A SUBCONTRACTOR FOR SAWGRASS CONSULTING" Reviewed and Approved for Payment - RDJ 4/12/23				

PLEASE INCLUDE INVOICE NUMBER OR A COPY OF INVOICE WITH PAYMENT. THANK YOU.

Total \$2,396.00



CITY OF FAIRHOPE

and

SAWGRASS CONSULTING, LLC

CONTRACT DOCUMENTS

RFQ PS004-22

**Founder's Park Athletic Track and
Additional Parking**


Sherry Sullivan, Mayor
Fairhope City Council

Set 1 of 2

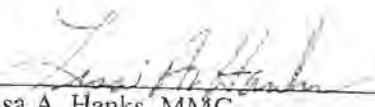
RESOLUTION NO. 4390-22

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that City Council approves the hiring of professional consulting firm Sawgrass Consulting, LLC for professional engineering services for athletic track and additional parking at Founder's Park project for the Parks and Recreation Department for RFQ No. PS004-22, and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed amount of \$140,050.00 for this project and allow the Mayor to execute contract.

DULY ADOPTED THIS 4TH DAY OF MARCH, 2022


James Reid Conyers, Jr.,
Council President

Attest:



Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA}
COUNTY OF BALDWIN}

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This CONTRACT, made and entered into this 15th day of April, 2022 by and between the City of Fairhope, Alabama (hereinafter called "CITY") acting by and through its governing body, the Fairhope City Council, and Sawgrass Consulting, LLC (hereinafter called the "Engineer") for:

RFQ No. PS004-22 Engineering Services for the proposed Athletic Track and Parking Lock at Founder's Park.

WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

DEFINITIONS:

The following terms shall have the following meanings:

COUNTY:

Baldwin County, Alabama

CITY:

Fairhope City Council, Mayor, and the officers, agents, and employees of the City of Fairhope, Alabama

PROJECT:

Founder's Park Athletic Track and Additional Parking

PART ONE

GENERAL CONDITIONS

- 1.0 The City hereby employs the ENGINEER and the ENGINEER agrees to perform for the City those professional services for three years as hereinafter set forth in connection with the following:

RFQ NUMBER: PS004-22

RFQ NAME: Founder's Park Athletic Track and Additional Parking

PROJECT INFORMATION This agreement will consist of the scope of services outlined in ATTACHMENT A.

- 1.1 The ENGINEER will begin work on the professional services outlined herein upon execution of the Contract and shall pursue the work in a timely manner.
- 1.2 For the purpose of this contract, the ENGINEER represents to the CITY that it possesses a Certificate of Authorization issued by the State Board of Licensure for the State of Alabama under the CODE OF ALABAMA, SECTION 34-11, and further certifies that it has the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services as may be required by the CITY. Furthermore, the ENGINEER will meet all current licensing and certifications necessary to perform the scope of work.

PART TWO
PROJECT SCOPE

- 2.0 The **PROFESSIONAL ENGINEER** will be responsible for meeting or exceeding the overall objectives for the requested services including:
- 2.1 Topographic Survey of the proposed improvement areas and adjacent features needed for design purposes.
- 2.2 Master Plan layout for review and approval before moving to full engineering design.
- 2.3 Design plans, specifications and material quantities for the proposed improvements.
- 2.4 GeoCon Engineering and materials testing will provide a preliminary soils report of the proposed improvement areas for use in the design of this project.
- 2.5 Professional Engineer will put together the ADEM Notice of Intent documents and submit to ADEM for permit approval.
- 2.6 Professional Engineer will coordinate the project advertisement, bid package and plans for contractors, tabulation of the received bids and recommend the contractor to the Owner for awarding of the construction contract. This also includes coordination of the contract signatures, project submittal reviews and pre-construction meeting between owner, contractor and engineer.
- 2.7 Professional Engineer is responsible for the civil construction work in accordance with plans and specifications, tracking and tabulation of material quantities used, processing of pay request from the contractor and overall project coordination. When the notice to proceed is issued, Professional Engineer estimates that there will be a total of approximately 30 weeks of civil construction for RFQ PS 004-22.
- 2.8 GeoCon Engineering and Materials Testing will conduct on-call materials testing for the proposed improvements for the duration of this project.

PART THREE
PAYMENT

- 3.0 The **CITY** agrees to pay the **ENGINEER** as compensation for such professional services in accordance with the rates as indicated on "ATTACHMENT A" Proposal, attached to this document, an amount **not-to-exceed** One Hundred Forty Thousand Fifty Dollars.
- 3.1 All other expenses actually and necessarily incurred such as, but not limited to telephone calls, extra reproductions of prints, photographs, drawings, specifications, and other documents required for the proper execution of the extra services so required by the **CITY**, shall be paid for at cost. These payments shall be due and payable from time to time as the services are performed, or as the expenses are incurred. These expenses will be included in the "not to exceed" amount as listed in item 3.0.
- 3.2 If this **PROJECT** is suspended or abandoned by the **CITY** for good cause other than under the provisions of item 3.3 hereunder, or for cause beyond the reasonable control of the **CITY**, then the **CITY** shall pay the **ENGINEER** for the services theretofore rendered on the **PROJECT**, such payment to be based as far as possible on the fee schedule as established in this agreement,

and the portion of the **ENGINEER'S** services which were completed before the **PROJECT** was suspended or abandoned.

- 3.3 In the event of failure by the **ENGINEER** to perform any and/or all of the **ENGINEER'S** obligations in a prompt and efficient manner satisfactory to the **CITY**, the **CITY** will have the right to summarily terminate this agreement by giving the **ENGINEER** written notice of such termination, after which the **CITY** may employ professional engineering services of its choice to complete the **PROJECT** and the **ENGINEER** will reimburse the **CITY** any additional costs which may result from such termination and employment of other professional engineering services. Failure by the **ENGINEER** to furnish the required construction plans, or to perform any other specific duty required by this contract shall constitute cause for termination by the **CITY** under this provision. Failure by the **CITY** to exercise this right to so terminate this agreement for any such default by the **ENGINEER** shall not constitute a waiver by the **CITY** of its right to so terminate this contract for any subsequent default.

PART FOUR INDEMNIFICATION AND INSURANCE

- 4.0 The **ENGINEER** shall be responsible for all damage to life and property due to activities of the **ENGINEER** and the sub-consultant, agents or employees of **ENGINEER** in connection with their service under this **CONTRACT**. The **ENGINEER** specifically agrees that the subcontractors, agents, or employees of **ENGINEER** shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is understood and agreed by **ENGINEER** to the fullest extent permitted by law, the **ENGINEER** shall defend, indemnify, and hold harmless the **CITY**, and its agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by the negligent acts or omissions of the **ENGINEER** or anyone directly or indirectly employed by **ENGINEER** or anyone for whose acts **ENGINEER** may be liable. Such indemnity shall not be limited by reason of any insurance coverage provided.
- 4.1 The **ENGINEER**, at its sole expense, shall obtain and maintain in force the following insurance to protect the **ENGINEER** and the **CITY** for all acts performed pursuant to this agreement. The limits and coverage specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully protect the **ENGINEER**.
- 4.2 All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A-VII and must be acceptable to the **CITY**. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the **CITY** for prior approval.
- 4.3 **NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED BY THE CITY.**
- 4.4 **Worker's Compensation and Employers Liability**
- | | | |
|-----------|--|--|
| Part One: | Statutory Benefits as required by the State of Alabama | |
| Part Two: | Employers Liability | \$1,000,000 Each Accident
\$1,000,000 Each Employee
\$1,000,000 Policy Limit |

4.5 **Commercial General Liability**

Coverage on an Occurrence Form with a combined single limit (Bodily Injury and Property Damage combined) as follows:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/completed Operation Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Coverage to Include,

- o Premises and operations
- o Personal Injury and Advertising Injury
- o Products/completed Operations
- o Independent Contractors
- o Blanket Contractual Liability
- o Broad Form Property Damage

4.6 **Automobile Liability**

Covering all Owned, Non-Owned, and Hired vehicles with a combined single limit (bodily injury and property damage combined) of \$1,000,000 each accident. The Policy shall name the CITY as an Additional Insured.

4.7 **Professional Liability (Errors and Omissions)**

Coverage shall be maintained during design, construction and for two (2) years after completion and acceptance by the CITY.

Limits of Liability.

Each claim	\$1,000,000
Aggregated	\$1,000,000

4.8 The ENGINEER shall name the CITY, its employees and agents as Additional Insured. Liability insurance as required by this contract to provide cross-liability coverage.

4.9 **Certificate of Insurance**

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the CITY PRIOR to commencement of any work on the Contract. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation to the CITY. The project number on which the ENGINEER is working must be included in the description section of the Certificate. The City of Fairhope will be listed as an Additional Insured under the ENGINEER'S general liability insurance and automobile liability insurance policies, and all other applicable policies, and certificates of insurance provided.

PART FIVE
REVIEWS AND SUBMITTALS

5.0 The CITY will review all submittals made during the contract period. The purpose and scope of this review will be limited to determination of the work for the sole purpose of approving intermediate payments to the ENGINEER and to otherwise determine contract compliance for the purpose of approving fee requests and determining the PROJECT costs. The CITY is relying on the skill, care, experience, diligence, and professional expertise of the ENGINEER to perform the required work with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgment or to verify the calculations, assumptions, and engineering judgment employed by the ENGINEER.

PART SIX
MISCELLANEOUS

- 6.0 This Contract shall be effective on the date of its execution.
- 6.1 The following portions of the City of Fairhope **STANDARD TERMS AND CONDITIONS** (PART SEVEN) are hereby made a part of this contract as if said terms are fully set out herein: ACCEPTANCE OF AGREEMENT, APPLICABLE LAW, ASSIGNMENT, BUSINESS LICENSE, CANCELLATION OF CONTRACT, FORCE MAJEURE, INSURANCE, NON DISCRIMINATION, NON EXCLUSIVE, NOTIFICATION AND ACCIDENT REPORTS, RIGHT TO AUDIT, TERMINATION FOR CONVENIENCE, TERMINATION FOR DEFAULT, TERMINATION FOR NON-APPROPRIATION, IMMIGRATION LAW.
- 6.2 The **CITY** and the **ENGINEER** each binds itself, its successors and assigns, to all covenants of this agreement. Except as above, neither the **CITY** nor the **ENGINEER** shall assign, sub-let, or transfer his or its interest in this agreement without the written consent of the other party hereto and concurrence therein.
- 6.3 Ownership and Reuse of Documents: All Project documents including but not necessarily limited to reports, drawings, studies, findings, correspondence, specifications, survey notes, estimates, maps, computations, calculations, computer files, Computer Assisted Design and Drafting (CADD) files (electronic and hard copy), and other data, as well as any and all other documents and other materials prepared, generated, or furnished by or for CONSULTANT and/or its Subconsultant(s) for the Project pursuant to this Agreement (hereinafter referred to in this Section B. as "Documents") shall be retained by the CITY. Additionally, the CITY shall retain any intellectual property interest therein regardless whether the Project is completed. No representation is made that such Documents are or will be suitable for reuse or future use by CITY or others for any purpose whatsoever or on any other project. Any use of such Documents by CITY or others on any project other than the project which is the subject of this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of CONSULTANT.

Section 41-16-5, Code of Alabama 1975, requires that public contracts over \$15,000 include the following language:

By signing this Contract, Sawgrass Consulting, LLC represents and agrees
COMPANY NAME
that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade

IN WITNESS WHEREOF, the parties hereto have executed this contract in duplicate on the day and year first above written.

CITY OF FAIRHOPE

BY: Sherry Sullivan
Sherry Sullivan, Mayor

ATTEST: Lisa A. Hanks
Lisa A. Hanks, MMC
City Clerk

NOTARY FOR THE CITY:

STATE OF ALABAMA }
COUNTY OF BALDWIN }

I, Rosanna Gayle Fogarty, a Notary Public in and for said State and County, hereby certify that Sherry Sullivan, whose name as Mayor of the City of Fairhope, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, she as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this the 15th day of April, 2022.

Notary Public Rosanna Gayle Fogarty
My Commission Expires _____

ROSANNA GAYLE FOGARTY
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 13, 2024

PROFESSIONAL ENGINEER SIGNATURES

If Corporation or LLC

Company Sawgrass Consulting, LLC

State of Incorporation Alabama

Company Representative James H. Robertson, II
(SIGNATURE Name of Representative Authorized to sign Bids and Contracts for the firm)

Company Representative James H. Robertson, II
(PRINT Name of Representative Authorized to sign Bids and Contracts for the firm)

(Address) 30673 Sgt E. I. Boots Thomas Rd

(Address) Spanish Fort, AL 36527

Phone No. (251) 544-7900 Fax () _____

E-Mail JRobertson @ SawgrassLLC. Com

NOTARY FOR CORPORATE PROFESSIONAL ENGINEER

STATE OF Alabama
County of Baldwin

I, Heather Bell, a Notary Public in and for the said State and County, hereby
certify that James H. Robertson, II whose name as Managing Member of
Sawgrass Consulting, LLC is signed to the foregoing conveyance and who is
known to me, acknowledged before me on this day, that being informed of the contents of the document
they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this 1 day of April, 2022.

Heather Bell
Notary Public, Alabama State At Large
My Commission Expires 03/16/2025

Notary Public Heather Bell
My Commission Expires 03/16/2025

Alabama Immigration Act Contract Requirements

1.0 Background

The **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535, as amended by Act No 2012-491, Code of Alabama (1975) Section 31-13-1 through Section 31-13-30** (also known as and hereinafter referred to as "the Alabama Immigration Act") is applicable to contracts with the City of Fairhope, Alabama. All business entities entering into contracts with the City of Fairhope, Alabama will comply with the Alabama Immigration Act.

2.0 Definitions

ALIEN. Any person who is not a citizen or national of the United States, as described in 8 U.S.C. § 1101, et seq., and any amendments thereto.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. Business entity shall include but not be limited to the following:

- a. Self-employed individuals, business entities filling articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, an any business entity that is operating unlawfully without a business license.

CONTRACTOR. A person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include, but not be limited to, a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity.

EMPLOYEE. Any person directed, allowed, or permitted to perform labor or service of any kind by an employer. The employees of an independent contractor working for a business entity shall not be regarded as the employees of the business entity, for the purposes of this chapter. This term does not include any inmate in the legal custody of the state, a county, or a municipality.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

E-VERIFY. The electronic verification of federal employment authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, P.L. 104-208, Division c, Section 403 (a); 8 U.S.C. §1324(a), and operated by the United States Department of Homeland Security, or its successor program.

STATE-FUNDED ENTITY. Any governmental entity of the state or a political subdivision thereof or any other entity that receives any monies from the state or a political subdivision thereof; provided, however, an entity that merely provides a service or a product to any governmental entity of the state or a political subdivision thereof, and receives compensation for the same, shall not be considered a state-funded entity.

SUBCONTRACTOR. A person, business entity, or employer who is awarded a portion of an existing contract by a contractor, regardless of its tier.

UNAUTHORIZED ALIEN. An alien who is not authorized to work in the United States as defined in 8 U.S.C. § 1324a (h) (3).

3.0 **Mandatory Clause**

All contracts or agreements to which the state, a political subdivision, or state-funded entity are a party shall include the following clause:

"By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

For purposes of this section, "contract" shall mean a contract awarded by the state, any political subdivision thereof, or any state-funded entity that was competitively bid or would, if entered by the state or an agency thereof, be required to be submitted to the Contract Review Permanent Legislative Oversight Committee.

4.0 **Contracts Involving Business Entity, or Employer**

As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the state of Alabama, the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

5.0 **Contracts Involving Subcontracting**

Any subcontractor on a project paid for by contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and shall also enroll in the E-Verify program prior to performing any work on the project. Furthermore, during the performance of the contract, the subcontractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor.

6.0 **Proof of E-Verify documentation will be in the form of a copy of the signed Memorandum of Understanding (MOU) generated upon completion of the E-Verify program.**

ENGINEER INFORMATION

RFQ No PS004-22

Business Organization

Name of Engineer or Engineering Firm (exactly as it appears on W-9):

Sawgrass Consulting, LLC
Doing-Business-As Name

Principal Office Address:

30613 Sgt. E. I. Berts Thomas Dr
Spanish Port, AL 36527

Form of Business Entity [check one ("X")]

- Corporation
Partnership
Individual
Joint Venture
Other (describe):

Corporation Statement

If a corporation, answer the following:

Date of incorporation: 11/2012
Location of incorporation: Mobile, AL

The corporation is held: Publicly
Privately

Partnership Statement

If a partnership, answer the following:

Date of organization: _____
Location of organization: _____

The partnership is: General
Limited

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____
Location of organization: _____

JV Agreement recorded? Yes
No

Primary Contact Jaye Robertson Title Managing Member
Telephone Number 251-544-7900 Fax _____

Email Address: JRobertson@sawgrassllc.com



30673 Sgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527
202 Government Street, Suite 225, Mobile, AL 36602
P: 251-544-7900
sawgrassllc.com

January 5, 2022

Mr. Pat White, Director of Parks and Recreation
City of Fairhope
701 Volanta Avenue
Fairhope, AL 36532

RE: Founder's Park Athletic Track and Additional parking

Dear Pat:

Sawgrass Consulting, LLC is pleased to provide you with our proposal for Engineering Services of the proposed Athletic Track and Parking Lot at Founder's Park. As requested, we have prepared a proposal that includes survey, master planning, engineering design, preliminary geotechnical information, ADEM permitting, bid procurement, construction engineering and inspection and materials testing. If you have any questions, please do not hesitate to contact me at 251-544-7900 or on my cell 251-232-3730. We appreciate this opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jaye Robertson'. The signature is fluid and cursive, with a long horizontal line extending to the right from the end of the signature.

Jaye Robertson, P.E.
Project Manager

Attachments



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (hereinafter referred to as "Agreement") is entered into this 5TH day of January, 2022, between SAWGRASS CONSULTING, LLC (hereinafter referred to as "Sawgrass"), whose address is 30673 Sgt. E.I. "Boots" Thomas Drive Spanish Fort, Alabama 36527, and Client, who is identified below, for the provision of certain professional services as more particularly set forth in Section 1 (A) below and in accordance with the terms and conditions set forth herein.

Client: City of Fairhope

Client Contact Person: PAT WHITE, Director of Parks and Recreation

Client Mailing Address: P.O. Drawer 429, Fairhope, AL 36533

Telephone Number: 251-928-8003

Client Contact Email: pat.white@fairhopeal.gov

Project Name: FOUNDER'S PARK ATHLETIC TRACK AND ADDITIONAL PARKING

Sawgrass and Client, for themselves, and their respective successors and assigns, agree as follows:

- 1. SCOPE OF SERVICES
 - A. Sawgrass shall provide the following services to Client (hereinafter referred to as the "Services"): See Attachment "A"
 - B. Specifically excluded from this scope of services is the providing of future updates, reviews, or expert opinions or witness services. If Client subsequently requires additional services not listed above, Client and Sawgrass may negotiate a separate agreement detailing the same.

2. COMPENSATION. Client agrees to compensate Sawgrass for the Services as follows: See Attachment "A"

ALL OTHER TERMS OF THIS AGREEMENT CONTINUE ON PAGES 2-4 AND ARE INCORPORATED BY THIS REFERENCE. IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

SAWGRASS CONSULTING, LLC

By: [Signature] (Sign)

Print Name: Jaye Robertson

Its: Project Manager

Client: City of Fairhope

By: [Signature] (Sign)

Print Name: Sherry Sullivan

Its: Mayor

Client Rep. Initials

3. PAYMENT OF COMPENSATION.

A. Client agrees to reimburse Sawgrass, on a monthly basis, for all Reimbursable Costs and Reimbursable Expenses incurred by Sawgrass. "Reimbursable Costs" shall mean Sawgrass's reasonable out-of-pocket expenses incurred in performing the Services. "Reimbursable Fees" shall mean the actual fees charged by any professionals or other parties with whom Sawgrass may subcontract to perform any part or all of the Services, plus an administrative charge of ten percent (10%).

B. Sawgrass shall invoice Client for Services performed during each calendar month. For Services performed on a contract price basis, the amount of each invoice shall reflect the percentage of Services completed as of the date of the invoice, as determined by Sawgrass in its sole discretion. For Services performed on an hourly basis, each invoice shall list time charges. Monthly invoices shall also include all Reimbursable Costs and Reimbursable Fees for which Client is being charged.

C. Client hereby agrees to pay each invoice in full within THIRTY (30) days of the date of the invoice. Payments should be mailed or delivered to Sawgrass at the address listed on the invoice or at such other address as Sawgrass may direct. In the event Client fails to pay an invoice in full within thirty (30) days of the date thereof, such unpaid invoice shall accrue interest at a rate of the lesser of eighteen percent (18%) per annum or at the maximum legal rate. All payments shall be made without any deduction, setoff, or counterclaim of any kind whatsoever.

D. In the event Client fails to pay any Sawgrass invoice in full within forty-five (45) days of the date of the invoice, Client shall be in default hereunder.

4. INDEPENDENT CONTRACTOR RELATIONSHIP. Nothing herein shall create, or be construed to create, between Sawgrass and Client an employer/employee or principal/agent relationship; rather, the relationship of Sawgrass and Client shall be that of an independent contractor. Client agrees that Sawgrass may engage one or more subcontractors to perform some or all of the Services.

5. TERMINATION. Sawgrass may terminate the performance of any further Services under this Agreement, with or without cause and for any or no reason, upon thirty (30) days written notice to Client. Upon the effective date of such termination, Sawgrass shall cease work on all Services. Within thirty (30) days of such termination, Client shall pay Sawgrass in full for all Services performed and all Reimbursable Costs and Reimbursable Fees incurred prior to such termination. Termination by Sawgrass shall not relieve Client of any obligation to pay Sawgrass for Services already performed as required hereunder.

6. DELAY. Neither party shall be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of an obligation, other than the payment of money by Client to Sawgrass, results from any causes beyond its reasonable control and without its fault or negligence. For this purpose, such acts or events include, without limitation, storms, floods, acts of God, epidemics, protest demonstrations, war, terrorism or terrorist acts, riot, strikes, or other industrial disturbances or anticipated site conditions. In the event that such acts or events do occur, Client and Sawgrass shall attempt to overcome all difficulties arising and to resume as soon as reasonable possible the performance of their respective obligations hereunder.

7. COST ESTIMATES. Sawgrass may, upon the Client's request, prepare a good faith cost estimate for the Services prior to the commencement of their performance. However, Sawgrass does not, and Client acknowledges that Sawgrass does not, warrant that the actual costs of the Services incurred by Client will not deviate from any such cost estimate.

8. LIMITATION OF LIABILITY AND INDEMNIFICATION

A. Under no circumstances shall the total liability of Sawgrass, its employees, officers, managers, agents, and consultants, for all claims, causes of action, losses, damages, costs, and expenses, including attorneys' fees, exceed the aggregate amount actually paid to Sawgrass under this Agreement, regardless of the legal theory under which such liability is imposed. In no event shall Sawgrass be responsible or held liable for any indirect, incidental, special, consequential, or punitive damages whatsoever, including, without limitation, loss of use of property, loss of profits or other revenue, interest, loss of product, increased expenses or business interruption, however the same may be caused.

B. Client agrees to and does hereby indemnify and hold Sawgrass, its employees, officers, managers, agents, consultants, successors and assigns harmless from and against all claims, causes of action, liability, losses, damage, costs, and expenses,

Client Rep. Initials _____

including reasonable attorneys' fees, arising out of or related to the negligent or intentional acts or omissions of Client, or Client's agents or employees.

C. Client acknowledges and agrees that Sawgrass is not and shall not be held responsible for or be deemed to have control over the means, methods, techniques, sequences, procedures, or safety precautions and programs utilized by any contractor or other party working on the Project. Client further acknowledges and agrees that Sawgrass shall not be responsible for any contractor's failure to comply with any construction contract or with any applicable federal or State laws, regulations, ordinances, or industry rules. Client hereby indemnifies and holds Sawgrass, its employees, officers, managers, agents, consultants, successors and assigns harmless from and against all claims, causes of action, liability, losses, damage, costs, and expenses, including reasonable attorneys' fees, arising out of or related to the negligent or intentional acts or omissions of any contractor or subcontractor of Client or of such contractor's or subcontractor's employees or agents.

9. **WARRANTIES AND REPRESENTATIONS OF CLIENT.** Client warrants and represents to Sawgrass that:

A. Client is a business entity, validly existing and in good standing under the laws of the state in which it is organized or incorporated and is qualified to do business in the state in which the Project is being constructed or is located.

B. Client has all requisite power and authority to enter into this Agreement.

C. Client is the owner of the real property upon which the Project is being constructed or otherwise carried out (hereinafter referred to as the "Project Property"), or Client is the Project Property owner's duly authorized representative, and Client hereby grants Sawgrass permission to enter the Project Property for the purpose of performing the Services;

D. Client shall promptly provide Sawgrass with any information or documents requested by Sawgrass related to the Project; and

E. Client shall obtain and pay all expenses involved in promptly obtaining the easements and rights of way necessary for Sawgrass to perform the Services identified herein.

10. **TITLE TO PLANS AND SPECIFICATIONS.**

A. All Final Documents, including but not limited to drawings, specifications, and surveys, prepared by Sawgrass pursuant to this Agreement which Sawgrass supplies to Client shall become the property of Client upon Client's payment in full for the Services. For purposes of this Agreement, "Final Documents" shall mean only those printed, non-electronic format documents, which are duly marked with the original seal of a Sawgrass engineer or surveyor. All other notes, work product, drafts, CADD files, electronic, or other data or documents prepared by Sawgrass shall remain Sawgrass's sole property at all times, and Client shall have no right to disclose, copy, rely on, or otherwise use the same.

B. Any Final Documents supplied to Client by Sawgrass in connection with the Project are intended for the sole and exclusive use of Client and its agents and employees for the Project. Client shall indemnify, defend, and hold Sawgrass harmless from and against all losses, expenses, claims, and damages which may result from any disclosure, use or reuse of any Final Documents other than in connection with completing construction, maintenance, and/or repair of the Project.

C. Client shall not use any Sawgrass professional's license seal or stamp in any form or manner as part of any reuse of documents developed under this Agreement.

11. **DEFAULT**

A. Either party's failure to perform or comply with any one or more of the terms of this Agreement shall constitute a default. Except for monetary defaults by Client, the non-defaulting party shall give the defaulting party notice of default, at which time the defaulting party shall have two (2) business days to begin taking steps to cure the default. In the event of monetary default by Sawgrass shall give Client written or electronic written notice of such default, and Client shall have one (1) business day to cure the default.

B. Determination of default made by Sawgrass in good faith under the belief that a default exists under the terms hereof shall be conclusive of the fact of such default and on Sawgrass's right to proceed as herein provided.

C. In the event of default by Client, Sawgrass may, in its sole discretion, suspend its performance hereunder. In no event shall Client be relieved of any obligation to pay Sawgrass for Services already performed as required hereunder.

D. In the event of default by either party, the parties shall pursue resolution of all disputes pursuant to Section 12 below.

12. DISPUTE RESOLUTION

A. The parties expressly agree to attempt in good faith to negotiate any controversy or claim of whatever nature arising out of or relating to this Agreement, or the breach thereof. Further, the parties agree to mediate in Baldwin County, Alabama, any dispute that cannot be settled by negotiation. Either party may institute non-binding mediation which shall proceed under the American Arbitration Association Construction Industry Mediation Rules.

B. Any dispute remaining after completion of mediation between Sawgrass and Client (or after the mediator has declared an impasse) shall be resolved through binding arbitration, which may be initiated by either party and shall proceed under the American Arbitration Association Construction Industry Arbitration Rules in Baldwin County, Alabama. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with the applicable law in a court of competent jurisdiction as set forth below.

C. Alabama state law shall apply to the resolution of all issues, and venue shall exclusively lie in a State or Federal Court of competent jurisdiction located in Mobile, Alabama.

13. NOTICES. All notices and communications required or permitted to be given to Client or Sawgrass hereunder shall be in writing and shall be deemed duly given on the earlier of (i) the date when delivered by hand; (ii) upon receipt when delivered by electronic mail, proof of which may be satisfied by delivery confirmation produced by the sender's electronic mail software; (iii) the next business day after delivery by a reputable overnight delivery service; or (iv) three (3) business days after being placed in the United States Mail. All notices shall be directed to the appropriate party at the addresses set forth on Page 1 of this Agreement. A party may change its respective contacts, telephone numbers, addresses, and email addresses set forth above upon written notice to the other party.

14. ENTIRE AGREEMENT. This Agreement constitutes the complete agreement between the parties and supersedes any and all prior understandings, conversations, and proposals. For the sake of convenience, the parties may, from time to time, issue purchase or work orders. However, the contractual terms and conditions of this Agreement may be supplemented, deleted, and/or modified only through written amendments signed by both parties, and not through purchase or work orders or any other such similar document. In the event of any conflict between this Agreement and any of the Attachments hereto, the terms of this Agreement shall control.

15. ASSIGNMENT. Neither party may assign this Agreement without the prior written consent of the other party.

16. APPLICABLE LAW AND INTERPRETATION. All rights and liabilities of the parties under the Agreement shall be interpreted and enforced under the laws of the State of Alabama. The language used in this Agreement shall be construed according to the fair and usual meaning of the language and will not be strictly construed for or against either party.

17. WAIVER. The failure of either party to invoke any provision hereof or assert any right given herein on any one occasion or on any series of occasions shall not amount to or be interpreted as a waiver or release of any such provision or right.

18. SEVERABILITY. The partial or complete invalidity of any one or more provisions of this Subcontract shall not affect the validity or continuing force and effect of any other provision. If any provision of the Agreement is found unenforceable by any court or tribunal, Client and Sawgrass agree that such provision shall be modified to the minimum extent necessary to render it enforceable and that the remainder of the Subcontract shall not be otherwise affected.

19. TITLES. The titles given to the individual sections or paragraphs of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

Attachment A Scope of Services/Compensation

Sawgrass will perform the scope of services described herein for the following fees:

Topographic Survey	Lump Sum	\$10,000.00
---------------------------	----------	-------------

Sawgrass, LLC will provide a topographic survey of the proposed improvement areas and adjacent features needed for design purposes.

Master Planning / Schematic Design	Lump Sum	\$5,000.00
---	----------	------------

Sawgrass, LLC will provide a Master Plan layout for review and approval before moving to full Engineering Design.

Engineering Design	Lump Sum	\$38,550.00
---------------------------	----------	-------------

Sawgrass, LLC will provide a design plans, specifications and material quantities for the proposed improvements.

Preliminary Geotech	Lump Sum	\$5,000.00
----------------------------	----------	------------

GeoCon Engineering and Materials Testing will provide a preliminary soils report of the proposed improvement areas for use in the design of this project.

ADEM Permitting	Lump Sum	\$3,000.00
------------------------	----------	------------

Sawgrass Consulting will put together the ADEM Notice of Intent documents and submit to ADEM for permit approval.

Bid Procurement	Lump Sum	\$3,000.00
------------------------	----------	------------

This item is for the coordination of the project advertisement, bid package and plans for contractors, tabulation of the received bids and recommendation of contractor to the Owner for awarding of the construction contract. This item also includes coordination of the contract signatures, project submittal reviews and Pre-Construction meeting between Owner, Contractor and Engineer.

Construction Inspection	Hourly (Est.)	\$67,500.00
--------------------------------	---------------	-------------

This item is for the inspection of the civil construction work in accordance with plans and specifications, tracking and tabulation of material quantities used, processing of pay request from the contractor and overall project coordination. Sawgrass estimates that there will be a total of approximately 30 weeks of civil construction for this project. The estimated fee includes part time construction inspection by Sawgrass' construction inspector and project manager.

Geotechnical Materials Testing	Lump Sum	\$8,000.00
---------------------------------------	----------	------------

GeoCon Engineering and Materials Testing will conduct on-call materials testing for the proposed improvements for the duration of this project.

Client Rep. Initials _____

RESOLUTION NO. _____

WHEREAS, the City of Fairhope, Alabama, has certain items of personal property which are no longer needed for public or municipal purposes; and

WHEREAS, Section 11-43-56 of the Code of Alabama of 1975 authorizes the municipal governing body to dispose of unneeded personal property;

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

SECTION 1. That the following personal property owned by the City of Fairhope, Alabama, is not needed for public or municipal purposes, and hereby declared surplus:

[SEE ATTACHED LIST OF EQUIPMENT]

SECTION 2. That the Mayor and City Treasurer are hereby authorized and directed to dispose of the personal property owned by the City of Fairhope, Alabama, described in Section 1, above, by one of the following methods:

- a. Receiving bids for such property (“via GovDeals”). All such property shall be sold to the highest bidder, provided, however, that the City Council shall grant the authority to the Mayor to reject all bids when, in her opinion, she deems the bids to be less than adequate consideration for the personal property.
- b. Sold for scrap or recycle at the highest offered value.
- c. Disposal via landfill.
- d. Sell Ford Excursion to Silverhill Fire Department

ADOPTED AND APPROVED THIS 24TH DAY OF APRIL, 2023

Jay Robinson, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

GOV DEALS

RECOMMENDED DISPOSITION	DESCRIPTION	YEAR	VIN NUMBER
GOV DEAL	FREIGHTLINER 114SD	2015	1FVAG3CY8FHGD8237
GOV DEAL	FORD F250	2011	1FD7X2A62BEB05360
SELL	FORD EXCURSION (SELL TO SILVERHILL FIRE DEPT)	2004	1FMNU40S94EA91485
GOV DEAL	CAT BACKHOE 420E		CAT0420EADJL02602
GOV DEAL	TRAVIS TRAILER	2013	48XAR4522D1008547
GOV DEAL	TRAVELLIFT BOAT HAULER		SPL25 SN 3011258
GOV DEAL	EZGO GOLF CART		5400182 MN 6385404G01
GOV DEAL	KNAPHEIDE UTILITY BODY		20190319-0626101
GOV DEAL	TRAILER BLUE (MILITARY)		NA
GOV DEAL	JAG BATHROOM TRAILER	2012	1J9HTFE20CH358913
GOV DEAL	CANOE 20FT OLD TOWN		UNCLAIMED PROPERTY (MARINA)
GOV DEAL	KAYAK BLUE		UNCLAIMED PROPERTY (MARINA)
GOV DEAL	KAYAK GREEN		UNCLAIMED PROPERTY (MARINA)
GOV DEAL	KAYAK ORANGE		UNCLAIMED PROPERTY (MARINA)
GOV DEAL	KAYAK YELLOW		UNCLAIMED PROPERTY (MARINA)
GOV DEAL	CUSHMAN HAULER 800		UNCLAIMED PROPERTY (MARINA)
GOV DEAL			NA

**FAIRHOPE ENVIRONMENTAL
ADVISORY BOARD**

NOMINEE (S)

4 - Year Term

APPOINTMENTS

Carole Tebay

The term shall end April 2027.

Jenny Wilson

From: Kim Burmeister
Sent: Monday, April 17, 2023 1:23 PM
To: Jenny Wilson
Subject: FW: Carole Tebay, proposed new FEAB member

Kim Burmeister
City of Fairhope
Planning and Zoning Department
Code Enforcement Officer
251 990-2877

From: Kim Burmeister
Sent: Monday, April 17, 2023 7:56 AM
To: Lisa A. Hanks, MMC <Lisa.Hanks@fairhopeal.gov>
Subject: Carole Tebay, proposed new FEAB member

FEAB passed a motion unanimously on Friday, April 14th to accept Carole's membership into FEAB. Since Nicole Love resigned, there is a vacancy . Can you place this on the next Council Meeting for consideration?

Kim Burmeister
City of Fairhope
Planning and Zoning Department
Code Enforcement Officer
251 990-2877



Jaw

CITY OF FAIRHOPE

APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMITTEE

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Please return this application to the Fairhope City Clerk at City Hall, 161 North Section Street, Fairhope, Alabama 36532 or mail to City of Fairhope, Attention Fairhope City Clerk, P. O. Drawer 429, Fairhope, Alabama 36533.

Last Name: Tebay First Name: Carole Phone number: 251-990-7951 Cell: 855-46-6592

Email: cfteday@gmail.com Home Address: 54 Paddock Dr City: Fairhope State: AL Zip: 36532

Business Address: retired

Name of Board or Committee: Fairhope Environmental Advisory Board

EDUCATIONAL BACKGROUND: BS in Early Childhood Education from the University of West Florida

PROFESSIONAL EXPERIENCE: Early Learning Specialist with Escambia and Santa Rosa Counties' Early Learning Coalitions

CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS: Volunteer as a Master Environmental Educator through Baldwin County Extension; participate on the Native Habitat Committee for the South Alabama Land Trust; member of Alabama Audubon and Mobile Bay Audubon Society; member Florida Native Plant Society; Florida Master Naturalist; member Baldwin League of Women Voters; led weekly bird walks as a member of Friends of Florida State Parks; former Santa Rosa County Master Gardener; served on the Santa Rosa County RESTORE Advisory Committee

HOW WILL YOUR QUALIFICATIONS BEST SERVE THE NEEDS OF THE COMMUNITY?

As a FEAB member I would support the Board's role of increasing awareness of environmental issues. I'm keenly interested in native plants and their role in supporting ecosystems. Invasive plants and trees are impacting the biodiversity of Fairhope's habitats. Decisions home owners make about their landscapes can influence biodiversity and the spread of invasive plants. By promoting awareness of that role through the City's social media, presentations, and events, we can increase the use of native plants and reduce exotics while highlighting additional steps citizens can take to support the environment.

Signature: Carole Tebay Date: March 30 2023 You may attach a resume with this application.

Fairhope Environmental Advisory Board

Name: Carole Tebay

Email: cftebay@gmail.com Phone: 850-466-6592

Application for Membership

Through my training as a master gardener and master naturalist and many years of gardening with native plants, I have gained a deep appreciation for native ecosystems and the part plants and animals play in supporting each other.

As a volunteer environmental educator with the Baldwin County Extension my interests have focused on backyard habitats and how small changes homeowners make can impact biodiversity.

Participating on FEAB's Native Habitat Committee has given me a new perspective on the environmental challenges the City faces and the thoughtful study given to making decisions.

As a member of the Fairhope Environmental Advisory Board I hope to contribute to the consideration our city gives to sustainability, connectivity, and biodiversity.

**HISTORIC PRESERVATION
COMMITTEE**

NOMINEE

3-Year Term

APPOINTMENTS

Shawn Graham
Cynthia Rush
Elizabeth Williams

REAPPOINTMENTS

The term shall end April 2026

Jenny Wilson

From: Fairhope Preservation <fairhopepreservation@gmail.com>
Sent: Thursday, April 13, 2023 1:56 PM
To: Jenny Wilson
Cc: Lisa A. Hanks, MMC
Subject: Re: Minutes and Member applications for city council

SENT FROM AN EXTERNAL ADDRESS

Yes. A motion was made to recommend appointment of all three members.

On Thursday, April 13, 2023, Jenny Wilson <jenny.wilson@fairhopeal.gov> wrote:

Please advise if a motion was made at your last meeting for the appointment of the three members.

Thanks, Jenny



Jenny Opal Wilson, MPA, CMC

Assistant City Clerk

Phone: 251-928-2136

Fax: 251-302-7552

Email: jenny.wilson@fairhopeal.gov

P.O. Drawer 429

Fairhope, AL 36533

www.fairhopeal.gov

From: Fairhope Preservation <fairhopepreservation@gmail.com>

Sent: Wednesday, April 12, 2023 3:45 PM

To: Jenny Wilson <jenny.wilson@fairhopeal.gov>; govers@bellsouth.net
Subject: Minutes and Member applications for city council

SENT FROM AN EXTERNAL ADDRESS

Dear Jenny,

Please see the minutes for the city website. Also, could you please kindly add these three applications to the city council's next agenda for approval? All three people are engaged in historic preservation and bring important skills to the table. We believe they will make great members of the committee.

Thank you

 [Historic Pres app.pdf](#)

 [04-11-2023 Cynthia Rush - Historic Preservation...](#)

 [03.30.2023 Shawn Graham Application - Histroic ...](#)

CITY OF FAIRHOPE



SAW

APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMITTEE

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Please return this application to the Fairhope City Clerk at City Hall, 161 North Section Street, Fairhope, Alabama 36532 or mail to City of Fairhope, Attention Fairhope City Clerk, P. O. Drawer 429, Fairhope, Alabama 36533. PLEASE PRINT CLEARLY

Last Name: **Graham** First Name: **Shawn** Phone Number:
251.327.4293 Cell: **251.327.4293** Email: **Shawn.Graham@xerox.com**
Home Address: **206 Farrington Blvd**
City: **Fairhope** State: **AL** Zip: **36532**
Business Address: **10690 John Knight Close**
City: **Montgomery** State: **AL** Zip: **36117**
Name of Board or Committee: **Fairhope Preservation Committee**

EDUCATIONAL BACKGROUND:

Graduate of Fairhope High School - Advanced Diploma, 1998
BA in Business Administration - UAB / Virginia College

PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:

Hope Community Group, a division of Fairhope Unite - Founding Director & President
Equity Project Alliance - Founding Director
The Lighthouse - Treasurer & Board of Directors
Mitchell Cancer Institute - Advisory Board

PROFESSIONAL EXPERIENCE:

Merrill Lynch - Financial Advisor - 2004-2008
Ricoh - Technology Account Manager - 2008-2013
TekLinks - IT Enterprise Account Manager - 2013-2017
Xerox - Director of Technology, Services - 2017-present

CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS:

I am on the Community Development Committee for Hope Community Group focused on preserving the heritage of the historic African American community that is so quickly being wiped away from the history of Fairhope.

HOW WILL YOUR QUALIFICATIONS BEST SERVE THE NEEDS OF THE COMMUNITY?

My 20 years of experience as a long-time servant leader with business acumen & financial background as someone in the community who is looking out for the underserved, regardless of race, religion, gender or sexual orientation should qualify me.

Shawn Graham Digitally signed by Shawn Graham
Date: 2023.03.27 08:50:14 -05'00'

3/27/23

Signature: _____

Date: _____

You may attach a resume with this application.

JDW

SHAWN D. GRAHAM
206 Farringdon Blvd
Fairhope, Alabama 36532

Home: (205) 936-0451

Email: shawndg12@aol.com

PROFESSIONAL PROFILE:

- Proven, award-winning professional sales leader with over 14 years of experience and a commitment to learning and excelling within an innovative, principled organization.
- Demonstrates ability to quickly adapt especially during difficult times and industry dynamics.
- Results oriented to consistently deliver winning outcomes.
- *Motto: If you get one percent better each day for one year, you'll end up thirty-seven times better each year.*

EDUCATION & TRAINING:

Professional Licenses: Certified Storage & Network Sales; Miller Heiman Sales Training; & Jeb Blount Relentless Prospecting Training.

BA Degree: Business Management & Minor in Finance, 2004

Virginia College; Birmingham, AL

Maintained **3.9 GPA** while working 40 hours per week: (3) President's List / (2) Dean's List

WORK EXPERIENCE:

Director of Technology – XBS Southeast (Mobile/ Pensacola/ Gulfport) 01/17 to Current

- In 2020 (Year of Covid-19 Pandemic), awarded **The President's Club** as the leading Region in Total Sales to Plan & Percent of New Logo Sales covering AL, FL, GA (\$3.515M in ESR)
- Led the company in Production Sales and Production Demonstration including Virtual Demonstrations in 2020 with **\$1.05M in Production Sales, without a Production Specialist**
- Created a purposeful culture for Appointments, Demonstrations & New Logo Business that in 2018 produced (9) Appointments (30% with New Logo), (1) Demo & (1) Pipeline Add per Rep, per Week
- Coached the Gulf Coast Offices to become the Most Active in Salesforce CRM & ShowPad utilization within the entire XBS Southeast company
- *Average Transaction Size in 2020 was \$10,640 with (7) Reps 3 Month ESR Average of \$57,652 & 5 Month ESR Average of \$48,474*
- Spearheaded Sales Training and Customer Open House Events to enhance sales representative production
- **Sold the first Xerox Iridesse** in the Company in 2020 with focus around engaging the Sales Team in Production Blitz & leveraging Xerox resources
- Produced and sustained healthy gross aggregate margins in Supplies, Rental, Equipment & MPS (*52.8% in 2019*)
- Led by example by demonstration thorough knowledge of every step of the sales cycle and working shoulder-to-shoulder making C-level tele-prospecting calls to schedule appointments
- Owned & drove the Gulf Coast Offices with 4 Years of increased, incremental YOY Revenue Growth each year (*2020 break-even*)
- Leading a team of 5-7 sales representatives to **Year-Over-Year Equipment Revenue Growth of 52% in first year as Regional Manager (\$2.1M to \$3.26M in 2017)**
- Challenged the sales team to focus on New Logo Appointments with continuous First Appointment Sales Training, which resulted in increasing the Region's **New Logo Sales from 2018 to 2020 by 412%**.
- Measured and coached the Regional Sales Department on Top 50 Customer vs New Logo, Pipeline Growth, Lease End Reporting, First Appointment Effectiveness & Weekly Sales Role Play Training

Senior Client Manager – TEKLINKS, INC. (Birmingham/ Daphne) 06/13 to 1/17

- Actively developing new (and current) business with enterprise level companies through a technical, consultative selling approach.
- Implement quarterly Miller Heiman Strategic Account Planning with C-level executives.
- Manage the sales ordering & procurement process via CRM tools for a list of 70 named accounts.
- Skilled at developing high-trust relationships with prospects as well as colleagues.
- **\$2.3 million in total sales in first 30 months.**

Client Relations Executive – NCP SOLUTIONS, LLC (Birmingham) 09/12 to 06/13

- Managed and retained 6 of the top 30 clients for business outsourcing products & services.
- Implement Strategic Account Reviews with C-level executives.
- Work with Procurement to develop and organize pricing for quotations.
- Manage over \$2 million dollars in annual revenue.

Commercial Sales Executive – RICOH USA (Birmingham) 06/09 to 09/12

- *Developed the skill set to sell thousands of dollars worth of copier equipment and services via cold calls.*
- Became a certified sales representative after exceeding initial 120-day training and sales objective.
- **Prospected 25-50 new customers per day via cold call and B2B marketing.**
- Personally, scheduled and conducted 3-4 qualified appointments per day.
- Successfully targeted the healthcare, legal, finance, biotech, and manufacturing vertical markets.
- **#1 in gathering new business customers for 2010 & 2011.**
- Average sale contained 15% gross profit.
- #4 Sales Representative in the Southeast Region (out of 400).
- **Awarded the "Great with Eight" certificate for selling 8 different customers in a 30-day period.**

Financial Consultant – MERRILL LYNCH & MORGAN STANLEY (Birmingham) 04/05 to 01/09

- Serve as a fully licensed and registered Financial Consultant with the NYSE
- Managed \$6 million dollars in assets of High Net Worth individuals & corporations
- Supervise the oversight of assets for retired executives of publicly traded companies
- Attained **Series 31** license in commodities futures, **Series 66**, **Series 7**, & **Insurance** license(s)
- Developed a **cold call scripts & called on 60 businesses & professionals** per day

VOLUNTEER WORK:

Board Member – The Lighthouse – Baldwin Family Violence Shelter 01/21 to Current

- Oversee projects for Finance Committee and Planning Committee to ensure the protection of women and children caught up in domestic violence and in need of various forms of support

Executive Director – Hope Community Group 02/16 to Current

- Direct & inspire people in Baldwin County to fight inequality by doing Acts of Justice on a local level through annual projects (Stephen A Boykin Dedication Plaque); engaging local & state representatives, create educational workshops & get uncomfortable by meeting with diverse citizens for coffee or dinner

Mara Kozelsky
Chair of Committee

CITY OF FAIRHOPE



JKW

**APPLICATION FOR APPOINTMENT
TO A CITY BOARD OR COMMITTEE**

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PLEASE PRINT CLEARLY

Last Name: Rush First Name: Cynthia

Phone Number: _____ Cell: 251-223-3880 Email: crush300@gmail.com

Home Address: 20649 Bishop Rd. #203

City: Fairhope State: AL Zip: 36532

Business Address: _____

City: _____ State: _____ Zip: _____

Name of Board or Committee: Historic Preservation

EDUCATIONAL BACKGROUND:
see resume attached

PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:

PROFESSIONAL EXPERIENCE:
educator / editor / writer

CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS:
historic preservation, Baldwin Cty + Mobile in particular
Environmental Protection

HOW WILL YOUR QUALIFICATIONS BEST SERVE THE NEEDS OF THE COMMUNITY?

Signature: Cynthia Rush Date: April 11, 2023

You may attach a resume with this application.

Cynthia Rush

crush300@gmail.com

251-223-3880

www.linkedin.com/mscynthiarush

Educator, Writer, Communications Coordinator

EDUCATION

MA, English, University of South Alabama, Mobile, AL 2017
MA, Theological Studies, Asbury Theological Seminary, Wilmore, KY 2001
MFA, Art and Art History, Wayne State University, Detroit, MI 1970

INSTRUCTOR EXPERIENCE

Writing Center Consultant, Department of Student Academic Success 2015-2017
University of South Alabama, Mobile, AL

- Tutor and mentor diverse university students in person and online, including hundreds of traditional, non-traditional, international, and ELL students in multiple disciplines, enrolled in undergraduate through doctorate programs, both one on one and group sessions
- Serve a wide range of undergraduate through graduate students; support student writing and research needs across disciplines
- Develop writing center promotional materials and relevant, relatable writing samples for student use
- Conduct research and collect data to assess the impact of writing center sessions on support needs

Affiliate Faculty, Art Appreciation; Art and Religion, Huntingdon College, Montgomery, AL 2008-2010

- History of Religion and the Arts in Western Civilization

Adjunct Instructor, Art Appreciation, Coastal Community College, Fairhope, AL 2006-2010

- History of the Arts in Western Civilization survey course

Eleventh Grade English Teacher, Foley High School, Foley, AL 2005-2006

- English High School curriculum in literature, composition, and development of student critical thinking skills

Assistant Professor, Art Department, Troy University, Troy AL 1989-1996

- Art Appreciation survey course
- Inter-departmental Art and Literature Honors Course
- Secured educational resource grant to fund initial art department computer lab

EMPLOYMENT HISTORY

Freelance Writer and Editor Current

- Writer of *The Cost of Earning Wings*
- Developmental and copy editing for corporate and individual clients

Outreach Coordinator, Women's Business Center, Mobile, AL 2008-2009

- Produce, promote and execute *Lunch and Learn* speaking engagements spotlighting entrepreneurial women from area cities

Director of Communications, Wilmer Hall, Mobile, AL 2007-2008

- Create marketing materials to increase diverse community involvement and financial donor support
- Develop media communications and fund-raising campaigns for non-profit children's educational agency

Director of Marketing and Communications, YMCA of Central Kentucky, Lexington, KY 2000-2004

- Develop and implement communications strategies for four YMCA branches
- YMCA representative to local government to expand the reach of YMCA programs and resources
- Create and execute marketing campaign to celebrate 150th Anniversary of National YMCA
- ADDY Award. *Make Every Day Special*. Writer, Producer, television commercial to increase YMCA membership
- Develop Crisis Communications Strategy, Crisis Procedure Manual, and train branch managers

Scene Coordinator, TRON feature film, Walt Disney Studios, Burbank, CA 1982

- Digital and live action sequence coordination, *TRON*
Groundbreaking Special Effects Team combining hand animation and live action. Image sequences currently reproduced in art history textbooks

PUBLICATIONS

Articles published in academic journals, general interest magazines, newspapers and electronic media. Subjects include education, news, arts, culture, business, health, technology, history, and environment.

Representative published writing includes:

- *The Cost of Earning Wings: Lt. John Rush, Pensacola Naval Air Station 1936-41*. academia.edu 2017
- Review of *Studies in American Culture: "Putting Theory into Practice in the Contemporary Classroom,"* by B. McLaughlin, *Popular Culture Association of the South* 2017
- "Global Signature: The Waterman Globe." *SENSE Magazine* 2010
- "Not One Drop: Magnolia Springs Ingenious Plan to Keep Oil Out of the Magnolia River." *SENSE Magazine* 2010
- "Before the Storm." *MHQ: The Quarterly Journal of Military History* 2009
- "Following the Breadcrumbs," *In Times Like These: How We Pray*, Seabury Books. Art as prayer, post 9-11 2011

RESIDENCIES

- Grunewald Guild, Writer-in-Residence, Leavenworth, WA 2019
- Kentucky Foundation for Women, Writer-in-Residence, Louisville, KY 2000
- Ox-Bow School of Arts, Artist-in-Residence, Saugatuck, MI 1980

AWARDS, GRANTS, EXHIBITIONS

- James F. Dorrill Non-Fiction Endowment Award for Outstanding Master's Thesis in Literature, *The Cost of Earning Wings: Lt. John Rush, Pensacola Naval Air Station 1936-41*. University of South Alabama 2018
 - Alabama Humanities Grant, *War and Remembrance on the Alabama Gulf Coast Traveling Exhibition*, University of South Alabama Foundation for the Study of War and Memory 2017
 - Graduate Thesis Enhancement Grant, University of South Alabama, English 2017
 - Alpha Tau Delta Honor Society, University of South Alabama 2017
 - Orange Beach Art Center, *Flight Paths: A Meditation on Flight in Art & Aviation Exhibition* 2013
 - Addy Award, YMCA of Central KY Television Commercial 2004
 - Leadership Training Institute (LTI) Award, Episcopal Diocese of Lexington, KY 2000
 - Curriculum Development Grant, Trinity Church Wall Street, New York City 2000
 - Faculty Research Grant, Troy University, Troy, AL 1994, 1995
 - Individual Artist Grant, National Endowment for the Arts 1972
 - Leo Castelli Gallery, "After Meals," Solo Photography Exhibition 1972
 - Museum of Modern Art, "William Rush by Cynthia Rush" History of Art Video, Solo Exhibition 1971
 - *Mademoiselle* Magazine, Guest Editor, Condé Nast College Competition Award 1962
- Former Guest Editors include Joan Didion, Sylvia Plath

PROGRAM PROFICIENCY

Microsoft Office Suite
 Learning Management Systems (Canvas)
 E-Learning Tools (Zoom)

VOLUNTEER

In-Person Fundraising Events, Alabama Public Radio
 Read to the Blind, Alabama Public Radio
 Festival Opener, Cascade International Women's Film Festival
 Tutor, Whatcom Literacy Council
 Tour Guide, Museum of Fairhope

CITY OF FAIRHOPE



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Last Name: Williams First Name: Elizabeth Phone Number: _____
813-240-9037 Cell: same Email: elizawill42@gmail.com
Home Address: 702 Greenwood Ave.
City: Fairhope State: AL Zip: 36532
Business Address: same (work from home)
City: _____ State: _____ Zip: _____
Name of Board or Committee: Historic Preservation Committee

EDUCATIONAL BACKGROUND:

Master's in Library & Information Science from the University of South Florida (Tampa, FL)
Bachelor's in English from the College of Charleston (Charleston, SC)
Graduate of Beaugard High School (Lee County, AL)

PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:

N/A

PROFESSIONAL EXPERIENCE:

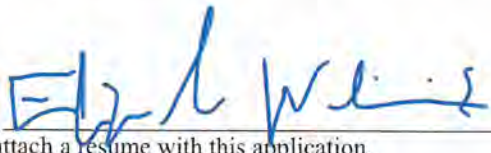
I've spent the majority of my career as a business librarian, researcher, and data governance professional with PricewaterhouseCoopers LLP. My professional background also includes stints as a newspaper copy editor, middle school Latin teacher, and archival specialist at the John F. Kennedy Presidential Library in Boston.

CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS:

I am a member of the Eastern Shore Choral Society, FemmSouth bookclub, and the Friends of the Fairhope Library and a volunteer with Prism Fairhope (supports at-risk youth).

HOW WILL YOUR QUALIFICATIONS BEST SERVE THE NEEDS OF THE COMMUNITY?

To the Committee, I offer my research and design skills as well as my heart-felt commitment to preserving Fairhope's beauty, charm, and history. I have lived in places like Charleston and Beaufort, SC, where I've had the opportunity to see historic preservation is done well, and I can bring that experience and those connections to the committee. There is a balance to be struck between progress and preservation, and I believe I can help Fairhope find the balance that works for our community.

Signature:  Date: 3/14/23
You may attach a resume with this application.