

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

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

1. Discussion of Decommissioning Substations at Nichols and Church
2. Discussion of the Naming of the Clock Corner
3. Discussion of Utilities Line of Credit
4. City of Fairhope Purchasing Policy Guidelines Discussion
5. Budget Discussions - Revenue
6. Committee Updates
7. Department Head Updates

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

Next Regular Meeting – Monday, August 14, 2023 – Same Time Same Place

NE corner of Fairhope Ave and Section St.- Coleman Corner/Ruge Corner/Gaston Corner/Clock Corner

- The northeast corner of Fairhope Avenue and Section Street was first occupied by the home of Clement L. Coleman, one of Fairhope's 28 founders, sometime around 1896. Coleman served as President and Treasurer of the Fairhope Industrial Association (now the Fairhope Single Tax Corporation) as well as on the City of Fairhope's first City Council (serving three terms).
- Coleman had the home expanded into a larger building in 1902 but, as the Fairhope Courier described, at such a "leisurely growth" that "its use is still as great a conundrum as ever to the public at large." The new building served as a home to Mr. and Mrs. Coleman, rented offices, and a place where Coleman sold miscellaneous items, farming equipment, and even land titles. Coleman called the building "the Conundrum".

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<https://newscomwc.newspapers.com/image/348285741/?terms=%22the%20conundrum%22&pqsid=Tito52EZriaDyzbSGGt1Uw%3A17379%3A641084904&match=1>

<https://newscomwc.newspapers.com/image/348284864/?terms=%22the%20conundrum%22&pqsid=Tito52EZriaDyzbSGGt1Uw%3A17379%3A641084904&match=1>

<https://newscomwc.newspapers.com/image/348285512/?terms=%22the%20conundrum%22&pqsid=Tito52EZriaDyzbSGGt1Uw%3A17379%3A641084904&match=1>

<https://newscomwc.newspapers.com/image/539426950/?terms=%22gaston%20motor%20company%22%20%22new%20building%22&pqsid=d5RaLPVE0HVuq2yb9AbYbQ%3A459753%3A751615399&match=1>

- In 1908, J.E.E. Ruge took over the building and moved his leather goods business from the corner of School Street and Fairhope Avenue into the building. Between 1908 and 1929 the location was known as the Ruge building and housed multiple businesses, sometimes simultaneously in different portions of the building. Some businesses housed there (besides Ruge's leather goods) were a butcher shop, a barber shop, the Curtis Feed Company of Mobile, the Fairhope Department Store (owned by Ruge), a plumbing shop, and a shoe repair shop. When J.E.E. Ruge died in 1915, his son, E. A. Ruge, took over the building. E. A. Ruge was the foster father of Fairhope mayor Howard Ruge.

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<https://newscomwc.newspapers.com/image/348289938/?article=4127b597-b6c8-4bed-8b2f-86b0939109f0&terms=%22ruge%22&pqsid=QpsHRmYej0Qhvpv-qeD6Aw%3A1332423%3A421572566>

- In 1929, James E. Gaston, son of Fairhope founder Ernest Berry Gaston, acquired the corner lot for the expansion of his business, the Gaston Motor Company, which was

NE corner of Fairhope Ave and Section St.- Coleman Corner/Ruge Corner/Gaston Corner/Clock Corner

located on Fairhope Avenue directly east of the corner. The company was originally founded in a small building by James E. Gaston, in 1914, as Gaston's Auto Livery. The business was renamed Gaston's Garage and then again to Gaston Motor Company (when it became an authorized Ford dealer in 1923). The company's original building was expanded several times, most notably in 1925. Though the company acquired the corner lot in 1929, it did not make use of it until 1934.

<https://newscomwc.newspapers.com/image/539393523/?terms=%22ruge%20building%22&pqid=KBnYBvjPI4iZ6ZUXcbW2IQ%3A1341268%3A1841365692&match=1>

<https://newscomwc.newspapers.com/image/539426950/?terms=%22gaston%20motor%20company%22%20%22new%20building%22&pqid=d5RaLPVE0HVuq2yb9AbYbQ%3A459753%3A751615399&match=1>

- In August of 1934, the Conundrum and other adjoining buildings that had been occupying the northeast corner of Section Street and Fairhope Avenue were demolished. A portion of Section Street at the intersection was also widened.

<https://newscomwc.newspapers.com/image/539427208/?terms=%22gaston%20motor%20company%22%20%22service%20station%22&pqid=oiC4NXUDtWp4o2eRS0VMYw%3A430918%3A1910465770&match=1>

<https://newscomwc.newspapers.com/image/539427854/?terms=%22gaston%20motor%20company%22%20%22service%20station%22&pqid=oiC4NXUDtWp4o2eRS0VMYw%3A430918%3A1910465770&match=1>

- In November of 1934, the new Gaston Motor Company "Super Service" service station, built by Dyson and Co., was opened.

<https://newscomwc.newspapers.com/image/539429757/?terms=%22gaston%20motor%20company%22%20%22service%20station%22&pqid=oiC4NXUDtWp4o2eRS0VMYw%3A430918%3A1910465770&match=1>

CITY OF FAIRHOPE PURCHASING POLICY GUIDELINES
EXPENDITURES UNDER \$30,000 & \$100,000 (FOR PUBLIC WORKS PROJECTS)

Expenditures under \$30,000; \$100,000 for Public Works projects are governed by the City of Fairhope's internal purchasing policies.

Purchase of goods and services for the COF require the issuance of a Purchase Order (PO) to the vendor.

A PO **CANNOT** be issued until the vendor has been established in the Purchasing Department's Vendor Registry Database. **No work is to be conducted by a Vendor prior to the issuance of a PO to the Vendor.** Please contact Purchasing Department if you would like a Vendor to be added to the COF Vendor Database.

In order to have a PO number assigned, a PO Requisition must be entered in MUNIS by the requesting department. Quotes, purchasing cooperative contracts (where applicable), green sheets (where applicable), and resolutions (where applicable) must be denoted and / or attached to the requisition. **All Requisitions over \$5,000** will be approved by the Treasurer. Once the Requisition is approved a PO can be issued.

Approval requirements vary for different expenditure thresholds. Requirements are as follows:

Expenditure Threshold	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
Utilities \$5,001- \$10,000	Operational NON -Budgeted	Three	Treasurer/Mayor	N/A	N/A
Greater than: Gen Govt - \$5,001 Utilities - \$10,001	Operational NON -Budgeted	Three	Council	Required	Required
Gen Govt - \$5,001- \$30,000 Utilities - \$10,001- \$30,000	Operational Budgeted	Three	Treasurer	N/A	N/A
Over \$30,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	N/A	N/A
Over \$30,000/\$100,000	Operational Budgeted	Bids	Council	Required	Required
Professional Services Over \$5,000	Budgeted or Non-Budgeted	Mayor Select	Council	Required	Required

***Budgeted items that meet or are under budget may be purchased with the Mayor and/or Treasurer's approval if they are on the State Bid list or from an approved buying group. Items that are over budget must go to Council for approval and will require a green sheet and resolution.**

Certain utility purchases may not require bid or approval if they meet criteria below per Alabama Code Title 41. State Government 41-16-51

Competitive bids for entities subject to this article shall not be required for utility services, the rates for which are fixed by law, regulation, or ordinance, and the competitive bidding requirements of this article shall not apply to:

(7) The purchase of equipment, supplies, or materials needed, used, and consumed in the normal and routine operation of any waterworks system, sanitary sewer system, gas system, or electric system, or any two or more thereof, that are owned by municipalities, counties, or public corporations, boards, or authorities that are agencies, departments, or instrumentalities of municipalities or counties and no part of the operating expenses of which system or systems have, during the then current fiscal year, been paid from revenues derived from taxes or from appropriations of the state, a county, or a municipality.

If an expenditure request needs to go to City Council for approval, a memo must be issued to the City Treasurer through the Purchasing Manager for the issuance of a green sheet. Memos must be issued to the Treasurer the Wednesday after the last Council meeting to get on the upcoming Council agenda.

A purchase, contract, etc. CANNOT be broken into several purchases to circumvent the law (Reference Resolution No. 3873-20).

Purchases of "like" items totaling **over \$30,000** in a fiscal year **must be bid** and can only be approved by City Council.

PO value and invoice value must match. Invoices must reference PO number, contract number, project number, bid number, etc.

A bi-monthly report of capital items budgeted and non-budgeted will be provided to the Council by Treasury.

Effective 5/09/2022 Resolution #4454-22

SB108 ENROLLED



ACT #2023 - 135

- 1 1HT13L-2
- 2 By Senators Coleman-Madison, Coleman, Elliott, Waggoner,
- 3 Figures, Stewart, Hatcher, Jones
- 4 RFD: State Governmental Affairs
- 5 First Read: 21-Mar-23
- 6
- 7 2023 Regular Session



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1 Enrolled, An Act,

2
3
4 Relating to public contracts; to amend Sections
5 41-16-50, 41-16-51, 41-16-52, 41-16-53, 41-16-54, and
6 41-16-55, Code of Alabama 1975, to increase the threshold
7 dollar amount for which competitive bidding is generally
8 required for certain state and local public awarding
9 authorities, with exceptions; to provide a legislative method
10 for the increase of the threshold dollar amount; and in
11 connection therewith would have as its purpose or effect the
12 requirement of a new or increased expenditure of local funds
13 within the meaning of Section 111.05 of the Constitution of
14 Alabama of 2022.

15 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

16 Section 1. Sections 41-16-50, 41-16-51, 41-16-52,
17 41-16-53, 41-16-54, and 41-16-55, Code of Alabama 1975, are
18 amended to read as follows:

19 "§41-16-50

20 (a) With the exception of contracts for public works
21 whose competitive bidding requirements are governed
22 exclusively by Title 39, all expenditure of funds ~~of whatever~~
23 ~~nature~~ for labor, services, work, or for the purchase of
24 materials, equipment, supplies, or other personal property
25 involving ~~fifteen thousand dollars (\$15,000)~~ thirty thousand
26 dollars (\$30,000) or more, and the lease of materials,
27 equipment, supplies, or other personal property where the
28 lessee is or becomes legally and contractually bound under

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29 the terms of the lease, to pay a total amount of ~~fifteen~~
30 ~~thousand dollars (\$15,000)~~ thirty thousand dollars (\$30,000)
31 or more, made by or on behalf of the Alabama Fire College, the
32 district boards of education of independent school districts,
33 the county commissions, the governing bodies of the
34 municipalities of the state, and the governing boards of
35 instrumentalities of counties and municipalities, including
36 waterworks boards, sewer boards, gas boards, and other like
37 utility boards and commissions, except as ~~hereinafter~~
38 otherwise provided in this article, shall be made under
39 contractual agreement entered into by free and open
40 competitive bidding, on sealed bids, to the lowest responsible
41 and responsive bidder.

42 (b) (1) Prior to advertising for bids for an item of
43 personal property or services, where a county, a municipality,
44 or an instrumentality thereof is the awarding authority, the
45 awarding authority may establish a local preference zone
46 consisting of ~~either~~ any of the following:

47 a. ~~The~~ the legal boundaries or jurisdiction of the
48 awarding authority, ~~or the.~~

49 b. The boundaries of the county in which the awarding
50 authority is located, ~~or the.~~

51 c. The boundaries of the Core Based Statistical Area in
52 which the awarding authority is located.

53 (2) If no ~~such~~ action is taken by the awarding authority
54 under subdivision (1), the boundaries of the local preference
55 zone shall be deemed to be the same as the legal boundaries or
56 jurisdiction of the awarding authority.

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57 (3) In the event a bid is received for an item of
58 personal property or services to be purchased or contracted
59 for from a person, firm, or corporation deemed to be a
60 responsible bidder, having a place of business within the
61 local preference zone where the county, a municipality, or an
62 instrumentality thereof is the awarding authority, and the bid
63 is no more than five percent greater than the bid of the
64 lowest responsible bidder, the awarding authority may award
65 the contract to the resident responsible bidder.

66 (4) If no bids or only one bid is received at the time
67 stated in the advertisement for bids, the awarding authority
68 may advertise for and seek other competitive bids, or the
69 awarding authority may negotiate through the receipt of
70 informal bids not subject to the requirements of this article.
71 Where only one responsible and responsive bid has been
72 received, any negotiation for the work shall be for a price
73 lower than that bid.~~In the event only one bidder responds to~~
74 ~~the invitation to bid, the awarding authority may reject the~~
75 ~~bid and negotiate the purchase or contract, providing the~~
76 ~~negotiated price is lower than the bid price.~~

77 (5) In the event both or all bids exceed the awarding
78 authority's anticipated budget, the awarding authority may
79 negotiate with the lowest responsible and responsive bidder,
80 provided the negotiated price is lower than the bid price.

81 ~~(b)~~ (c) The governing bodies of two or more contracting
82 agencies, as enumerated in subsection (a), or the governing
83 bodies of two or more counties, or the governing bodies of two
84 or more city or county boards of education, may provide, by



85 joint agreement, for the purchase of labor, services, or work,
86 or for the purchase or lease of materials, equipment,
87 supplies, or other personal property for use by their
88 respective agencies. The agreement shall be entered into by
89 similar ordinances, in the case of municipalities, or
90 resolutions, in the case of other contracting agencies,
91 adopted by each of the participating governing bodies, which
92 shall set forth the categories of labor, services, or work, or
93 for the purchase or lease of materials, equipment, supplies,
94 or other personal property to be purchased, the manner of
95 advertising for bids and the awarding of contracts, the method
96 of payment by each participating contracting agency, and other
97 matters deemed necessary to carry out the purposes of the
98 agreement. Each contracting agency's share of expenditures for
99 purchases under any agreement shall be appropriated and paid
100 in the manner set forth in the agreement and in the same
101 manner as for other expenses of the contracting agency. The
102 contracting agencies entering into a joint agreement, as
103 ~~herein permitted~~ by this section, may designate a joint
104 purchasing or bidding agent, and the agent shall comply with
105 this article. Purchases, contracts, or agreements made
106 pursuant to a joint purchasing or bidding agreement shall be
107 subject to all terms and conditions of this article.

108 In the event that utility services are no longer exempt
109 from competitive bidding under this article, non-adjointing
110 counties may not purchase utility services by joint agreement
111 under authority granted by this subsection.

112 ~~(c)~~ (d) The awarding authority may require bidders to



113 furnish a bid bond for a particular bid solicitation if the
114 bonding requirement applies to all bidders, is included in the
115 written bid specifications, and if bonding is available for
116 the services, equipment, or materials.

117 ~~(d)~~(e) Notwithstanding subsection (a), in the event the
118 lowest bid for an item of personal property or services to be
119 purchased or contracted for is received from a foreign entity,
120 where the county, a municipality, or an instrumentality
121 thereof is the awarding authority, the awarding authority may
122 award the contract to a responsible bidder whose bid is no
123 more than 10 percent greater than the foreign entity if the
124 bidder has a place of business within the local preference
125 zone or is a responsible bidder from a business within the
126 state that is a woman-owned enterprise, an enterprise of small
127 business, as defined in Section 25-10-3, a minority-owned
128 business enterprise, a veteran-owned business enterprise, or a
129 disadvantaged-owned business enterprise. For the purposes of
130 this subsection, foreign entity means a business entity that
131 does not have a place of business within the state.

132 (f) (1) No expenditure involving thirty thousand dollars
133 (\$30,000) or more may be split into parts involving sums of
134 less than thirty thousand dollars (\$30,000) for the purpose of
135 evading the requirements of this article.

136 (2) If an awarding authority documents its reasonable
137 belief, based on expenditures in previous years, that an
138 expenditure will not meet the dollar threshold and, based upon
139 that reasonable belief, makes the expenditure without bidding,
140 but then circumstances arise that necessitate making a

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141 subsequent expenditure of like items or services that would
142 increase the total to or above the dollar threshold, then the
143 subsequent expenditure shall be bid pursuant to this article.
144 The awarding authority shall not be deemed to have violated
145 this article for the prior expenditure that was not bid,
146 provided that the awarding authority documented its reasonable
147 belief, based on expenditures in previous years, that the
148 total amount would be below the dollar threshold and that the
149 subsequent expenditure was bid.

150 (g) Beginning October 1, 2027, and every three years
151 thereafter, all dollar amounts used in this article shall be
152 subject to a cost adjustment based on the following procedure:
153 The Chief Examiner of the Department of Examiners of Public
154 Accounts may submit to the Chair of the Legislative Council a
155 recommendation that the amount be increased based on the
156 percentage increase in the Consumer Price Index for the
157 immediately preceding three-year period, rounded to the
158 nearest thousand dollars. The recommendation shall be subject
159 to the approval of the Legislative Council. In the event the
160 recommendation is not disapproved by the Legislative Council
161 by the end of April following the submission of the
162 recommendation, the recommendation shall be deemed to be
163 approved. Upon approval, the Department of Examiners of Public
164 Accounts shall notify the public of the adjusted dollar
165 amounts by July 1 before the fiscal year in which the changes
166 will take effect."

167 "§41-16-51

168 (a) Competitive bids for entities subject to this

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169 article shall not be required for utility services, the rates
170 for which are fixed by law, regulation, or ordinance, and the
171 competitive bidding requirements of this article shall not
172 apply to any of the following:

173 (1) The purchase of insurance.

174 (2) The purchase of ballots and supplies for conducting
175 any primary, general, special, or municipal election.

176 (3) Contracts for securing services of attorneys,
177 physicians, architects, teachers, superintendents of
178 construction, artists, appraisers, engineers, consultants,
179 certified public accountants, public accountants, or other
180 individuals possessing a high degree of professional skill
181 where the personality of the individual plays a decisive part.

182 (4) Contracts of employment in the regular civil
183 service.

184 (5) Contracts for fiscal or financial advice or
185 services.

186 (6) Purchases of products made or manufactured by blind
187 or visually impaired individuals under the direction or
188 supervision of the Alabama Institute for Deaf and Blind in
189 accordance with ~~Sections 21-2-1 to 21-2-4, inclusive~~ Chapter 2
190 of Title 21.

191 (7) Purchases of maps or photographs from any federal
192 agency.

193 (8) Purchases of manuscripts, books, maps, pamphlets,
194 periodicals, and library/research electronic data bases of
195 manuscripts, books, maps, pamphlets, or periodicals.

196 (9) The selection of paying agents and trustees for any

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197 security issued by a public body.

198 (10) Existing contracts up for renewal for sanitation or
199 solid waste collection, recycling, and disposal between
200 municipalities or counties, or both, and those providing the
201 service.

202 (11) Purchases of computer and word processing hardware
203 when the hardware is the only type that is compatible with
204 hardware already owned by the entity taking bids and custom
205 software.

206 (12) Professional services contracts for codification
207 and publication of the laws and ordinances of municipalities
208 and counties.

209 (13) Contractual services and purchases of commodities
210 for which there is only one vendor or supplier and contractual
211 services and purchases of personal property which by their
212 very nature are impossible to award by competitive bidding.

213 (14) Purchases of dirt, sand, or gravel by a county
214 governing body from in-county property owners in order to
215 supply a county ~~road or bridge~~ project in which the materials
216 will be used. The material shall be delivered to the project
217 site by county employees and equipment used only on ~~projects~~
218 project components conducted exclusively by county employees.

219 (15) Contractual services and purchases of products
220 related to, or having an impact upon, security plans,
221 procedures, assessments, measures, or systems, or the security
222 or safety of persons, structures, facilities, or
223 infrastructures.

224 (16) Subject to the limitations in this subdivision,

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225 purchases, leases, or lease/purchases of goods or services,
226 other than voice or data wireless communication services, made
227 as a part of the purchasing cooperative sponsored by the
228 National Association of Counties, its successor organization,
229 or any other national or regional governmental cooperative
230 purchasing program. The purchases, leases, or lease/purchases
231 may only be made if all of the following occur:

232 a. The goods or services being purchased, including
233 those purchased through a lease/purchase agreement, or leased
234 are available as a result of a competitive bid process
235 conducted by a governmental entity and approved by the Alabama
236 Department of Examiners of Public Accounts for each bid.

237 b. The goods or services are either not at the time
238 available to counties on the state purchasing program or are
239 available at a price equal to or less than that on the state
240 purchasing program.

241 c. The purchase, lease, or lease/purchase is made
242 through a participating Alabama vendor holding an Alabama
243 business license if such a vendor exists.

244 d. The entity purchasing, leasing, or lease/purchasing
245 goods or services under this subdivision has been notified by
246 the Department of Examiners of Public Accounts that the
247 competitive bid process utilized by the cooperative program
248 offering the goods complies with this subdivision. In
249 addition, upon request, a vendor shall provide the entity
250 purchasing, leasing, or lease/purchasing ~~items that exceed~~
251 fifteen thousand dollars (\$15,000) goods or services equaling
252 thirty thousand dollars (\$30,000) or more which are made under



253 ~~this exception~~ subdivision during the previous 12 months a
254 report of the sales, leases, and lease/purchases. ~~which~~
255 ~~includes~~ The report shall include a general description of the
256 goods or services; the number of units sold, leased, and
257 leased/purchased per entity; and the price of units purchased,
258 leased, or leased/purchased.

259 (17) ~~Purchase~~ Purchases of goods or services, other than
260 wireless communication services, whether voice or data, from
261 vendors that have been awarded a current and valid Government
262 Services Administration contract. Any purchase made pursuant
263 to this subdivision shall be under the same terms and
264 conditions as provided in the Government Services
265 Administration contract. Prices paid for such goods and
266 services, other than wireless communication services, whether
267 voice or data, may not exceed the amount provided in the
268 Government Services Administration contract.

269 (18) Purchases of goods or services from vendors that
270 have been awarded a current and valid statewide contract
271 listed on the Alabama Buys e-procurement system. Any purchase
272 made pursuant to this subdivision shall be under the same
273 terms and conditions as provided in the statewide contract.
274 Prices paid for such goods and services may not exceed the
275 amount provided in the statewide contract.

276 (19) Purchases of goods or services between governmental
277 entities of the state, as authorized by Section 11-1-10.

278 (b) This article shall not apply to:

279 (1) Any purchases of products where the price of the
280 products is already regulated and established by state law.

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281 (2) Purchases made by individual schools of the county
282 or municipal public school systems from monies other than
283 those raised by taxation or received through appropriations
284 from state or county sources.

285 (3) The purchase, lease, sale, construction,
286 installation, acquisition, improvement, enlargement, or
287 expansion of any building or structure or other facility
288 designed or intended for lease or sale by a medical clinic
289 board organized under ~~Sections 11-58-1 to 11-58-14, inclusive~~
290 Chapter 58 of Title 11.

291 (4) The purchase, lease, or other acquisition of
292 machinery, equipment, supplies, and other personal property or
293 services by a medical clinic board organized under ~~Sections~~
294 ~~11-58-1 to 11-58-14, inclusive~~ Chapter 58 of Title 11.

295 (5) Purchases for public hospitals and nursing homes
296 operated by the governing boards of instrumentalities of the
297 state, counties, and municipalities.

298 (6) Contracts for the purchase, lease, sale,
299 construction, installation, acquisition, improvement,
300 enlargement, or extension of any plant, building, structure,
301 or other facility or any machinery, equipment, furniture, or
302 furnishings therefor designed or intended for lease or sale
303 for industrial development, other than public utilities, under
304 ~~Sections 11-54-80 to 11-54-99, inclusive~~ Division 1 of Article
305 4 of Chapter 54 of Title 11, or Sections 11-54-20 to 11-54-28,
306 inclusive Article 2 of Chapter 54 of Title 11, or any other
307 law or amendment to the Constitution of Alabama of 2022
308 authorizing the construction of plants or other facilities for



309 industrial development or for the construction and equipment
310 of buildings for public building authorities under ~~Sections~~
311 ~~11-56-1 to 11-56-22, inclusive~~ Chapter 56 of Title 11.

312 (7) The purchase of equipment, supplies, or materials
313 needed, used, and consumed in the normal and routine operation
314 of any waterworks system, sanitary sewer system, gas system,
315 or electric system, or any two or more thereof, that are owned
316 by municipalities, counties, or public corporations, boards,
317 or authorities that are agencies, departments, or
318 instrumentalities of municipalities or counties and no part of
319 the operating expenses of which system or systems, during the
320 then current fiscal year, have been paid from revenues derived
321 from taxes or from appropriations of the state, a county, or a
322 municipality.

323 (8) Purchases made by local housing authorities,
324 organized and existing under Chapter 1 of Title 24, from
325 monies other than those raised by state, county, or city
326 taxation or received through appropriations from state,
327 county, or city sources.

328 (c) The state trade schools, state junior colleges,
329 state colleges, and universities under the supervision and
330 control of the State Board of Education, the district boards
331 of education of independent school districts, the county
332 commissions, and the governing bodies of the municipalities of
333 the state shall establish and maintain such purchasing
334 facilities and procedures as may be necessary to carry out the
335 intent and purpose of this article by complying with the
336 requirements for competitive bidding in the operation and

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337 management of each state trade school, state junior college,
338 state college, or university under the supervision and control
339 of the State Board of Education, the district boards of
340 education of independent school districts, the county
341 commissions, and the governing bodies of the municipalities of
342 the state and the governing boards of instrumentalities of
343 counties and municipalities, including waterworks boards,
344 sewer boards, gas boards, and other like utility boards and
345 commissions.

346 (d) Contracts entered into in violation of this article
347 shall be void and any person who violates the provisions of
348 this article shall be guilty of a Class C felony."

349 "§41-16-52

350 (a) All expenditures of funds ~~of whatever nature~~ for
351 repair parts and the repair of heavy duty off-highway
352 construction equipment or of any vehicles with a gross vehicle
353 weight rating of 25,000 pounds or greater, including machinery
354 used for grading, drainage, road construction, and compaction
355 for the exclusive use of county and municipal highway, street,
356 and sanitation departments, involving not more than ~~twenty two~~
357 ~~thousand five hundred dollars (\$22,500)~~ forty thousand dollars
358 (\$40,000) made by or on behalf of any county commissions and
359 the governing bodies of the municipalities of the state, and
360 the governing bodies of instrumentalities, including
361 waterworks boards, sewer boards, gas boards, and other like
362 utility boards and commissions, shall be made, at the option
363 of the governing boards, bodies, instrumentalities, and
364 commissions, without regard to this article. The foregoing

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365 exemption from this article shall apply to each incident of
366 repair as to any repair parts, equipment, vehicles, or
367 machinery. The amount of the exempted expenditure shall not be
368 construed to be an aggregate of all the expenditures per
369 fiscal year as to any individual vehicle or piece of equipment
370 or machinery.

371 (b) The option provided by subsection (a) may be
372 exercised by the governing boards, bodies, instrumentalities,
373 and commissions by specific reference to this section on any
374 ~~and all~~ purchase orders and purchase commitments executed by
375 the governing boards, bodies, instrumentalities, and
376 ~~commissions; provided, however.~~ However, the option shall not
377 be exercised by any employee, agent, or servant unless done so
378 after having received official prior approval of the
379 respective governing board, body, instrumentality, or
380 commission or unless exercised pursuant to a formal policy
381 adopted by the governing board, body, instrumentality, or
382 commission setting out conditions and restrictions under which
383 the option shall be exercised.

384 (c) All expenditures of funds ~~of whatever nature~~ for the
385 leasing of heavy duty off-highway construction equipment and
386 all vehicles with a gross vehicle weight rating of 25,000
387 pounds or greater, including machinery for grading, drainage,
388 road construction, and compaction for exclusive use of county
389 and municipal highway, street, and sanitation departments,
390 involving a monthly rental of not more than ~~five thousand~~
391 ~~dollars (\$5,000)~~ ten thousand dollars (\$10,000) per month per
392 vehicle or piece of equipment or machinery but not to exceed

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393 ~~fifteen thousand dollars (\$15,000)~~ thirty thousand dollars
394 (\$30,000) per month for all such vehicles and pieces of
395 equipment made by or on behalf of any county commissions and
396 the governing boards of municipalities of the state and the
397 governing bodies of instrumentalities, including waterworks
398 boards, sewer boards, gas boards, and other like utility
399 boards and commissions shall be made, at the option of the
400 governing boards, bodies, instrumentalities, and commissions,
401 without regard to ~~the provisions of this article.~~"

402 "§41-16-53

403 ~~In case of emergency affecting public health, safety or~~
404 ~~convenience, so declared in writing by the awarding authority,~~
405 ~~setting forth the nature of the danger to public health,~~
406 ~~safety or convenience involved in delay, contracts may be let~~
407 ~~to the extent necessary to meet the emergency without public~~
408 ~~advertisement. Such action and the reasons therefor shall~~
409 ~~immediately be made public by the awarding~~
410 ~~authority.~~Notwithstanding any law to the contrary, in the
411 event circumstances arise for which a delay in remedying or
412 otherwise addressing would likely cause harm to an individual
413 or public property, a contract may be let to the extent
414 necessary to mitigate the harm without regard to the
415 requirements of this article, provided the awarding authority
416 does both of the following:

417 (1) Documents two or more price quotations or price
418 estimates before letting the contract.

419 (2) Adopts a resolution declaring the nature of the
420 circumstances, the action to be taken, and the reasons for

SB108 Enrolled



421 taking the action."

422 "§41-16-54

423 (a) (1) All proposed purchases in excess of ~~fifteen~~
424 ~~thousand dollars (\$15,000)~~ thirty thousand dollars (\$30,000)
425 shall be advertised by posting notice thereof on a bulletin
426 board maintained outside the purchasing office and in any
427 other manner and for any length of time as may be determined.
428 Sealed bids or bids to be submitted by a reverse auction
429 procedure shall also be solicited by sending notice by mail or
430 other electronic means to all persons, firms, or corporations
431 who have filed a request in writing that they be listed for
432 solicitation on bids for the particular items that are set
433 forth in the request. If any person, firm, or corporation
434 whose name is listed fails to respond to any solicitation for
435 bids after the receipt of three solicitations, the listing may
436 be cancelled.

437 (2) If a governing body mandates that advertisement for
438 bids shall be published in a newspaper, the contract for
439 purchase shall be awarded if the newspaper to which the
440 advertisement was submitted did not publish the advertisement
441 if the governing body can provide proof that it in good faith
442 submitted the advertisement to the newspaper with instructions
443 to publish the notice in accordance with this section.

444 (b) Except as provided in subsection (d), all bids shall
445 be sealed when received and shall be opened in public at the
446 hour stated in the notice.

447 (c) If the purchase or contract will involve an amount
448 of ~~fifteen thousand dollars (\$15,000) or less~~ less than thirty



449 thousand dollars (\$30,000), the purchases or contracts may be
450 made upon the basis of sealed bids, a joint purchasing
451 agreement, a reverse auction procedure, or in the open market.

452 (d) Beginning January 1, 2009, the awarding authority
453 may make purchases or contracts involving an amount of ~~fifteen~~
454 ~~thousand dollars (\$15,000)~~ thirty thousand dollars (\$30,000)
455 or more through a reverse auction procedure; ~~provided,~~
456 ~~however, that.~~ However, a reverse auction shall only be
457 allowed where the item to be purchased at a reverse auction is
458 either not at the time available on the state purchasing
459 program under the same terms and conditions or, if available,
460 the lowest price offered in the reverse auction is equal to or
461 less than the price for which the item is available on the
462 state purchasing program under the same terms and conditions.
463 All of the purchases shall be subject to audit by the
464 Examiners of Public Accounts. For purposes of this article, a
465 reverse auction procedure includes either of the following:

466 (1) A real-time bidding process usually lasting less
467 than one hour and taking place at a previously scheduled time
468 and Internet location, in which multiple anonymous suppliers
469 submit bids to provide the designated goods or services.

470 (2) a. A bidding process usually lasting less than two
471 weeks and taking place during a previously scheduled period
472 and at a previously scheduled Internet location, in which
473 multiple anonymous suppliers submit bids to provide the
474 designated goods or services.

475 b. No later than November 30, 2008, the Department of
476 Examiners of Public Accounts shall establish procedures for

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477 the use of reverse auction, which shall be distributed to all
478 contracting agencies and shall be used in conducting any
479 audits of the purchasing agency.

480 (e) All original bids together with all documents
481 pertaining to the award of the contract shall be retained in
482 accordance with a retention period of at least seven years
483 established by the Local Government Records Commission and
484 shall be open to public inspection.

485 (f) No purchase or contract involving professional
486 services shall be subject to the requirements of this article
487 ~~and no purchase or contract involving an amount in excess of~~
488 ~~fifteen thousand dollars (\$15,000) shall be divided into parts~~
489 ~~involving amounts of fifteen thousand dollars (\$15,000) or~~
490 ~~less for the purpose of avoiding the requirements of this~~
491 ~~article. All such partial contracts involving fifteen thousand~~
492 ~~dollars (\$15,000) or less shall be void.~~

493 (g) This section shall be applicable to education
494 purchases made pursuant to Chapter 13B of Title 16."

495 "§41-16-55

496 (a) Any agreement or collusion among bidders or
497 prospective bidders in restraint of freedom of competition, by
498 agreement, to bid at a fixed price or to refrain from bidding
499 or otherwise shall render the bids of ~~such~~ the bidders void
500 and shall cause ~~such~~ the bidders to be disqualified from
501 submitting further bids to the awarding authority on future
502 purchases.

503 (b) Whoever knowingly participates in a collusive
504 agreement in violation of this section involving a bid or bids

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505 of ~~fifteen thousand dollars (\$15,000)~~ less than thirty
506 thousand dollars (\$30,000) ~~and under~~ shall be guilty of a
507 Class A misdemeanor and, upon conviction, shall be punished as
508 prescribed by law.

509 (c) Whoever knowingly and intentionally participates in
510 a collusive agreement in violation of this section involving a
511 bid or bids of ~~over fifteen thousand dollars (\$15,000)~~ thirty
512 thousand dollars (\$30,000) or more shall be guilty of a Class
513 C felony, and upon conviction shall be punished as prescribed
514 by law."

515 Section 2. Although this bill would have as its purpose
516 or effect the requirement of a new or increased expenditure of
517 local funds, the bill is excluded from further requirements
518 and application under Section 111.05 of the Constitution of
519 Alabama of 2022, because the bill defines a new crime or
520 amends the definition of an existing crime.

521 Section 3. This act shall become effective on the first
522 day of the third month following its passage and approval by
523 the Governor, or its otherwise becoming law.

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President and Presiding Officer of the Senate

Speaker of the House of Representatives

SB108

Senate 06-Apr-23

I hereby certify that the within Act originated in and passed the Senate.

Patrick Harris,
Secretary.

House of Representatives
Passed: 27-Apr-23

By: Senator Coleman-Madison

APPROVED _____

TIME _____

**Became law without
Governor's signature**

GOVERNOR

Alabama Secretary Of State

Act Num.... : 2023-135
Bill Num.... : S-108

Recv'd 05/10/23 09:24amSLF

FOR
Blake Clinton Madam
 SPONSORS

- 19 *W (19)*
- 20 *W*
- 21 *W*
- 22 *W*
- 23 *W*
- 24 *W*
- 25 *W*
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SENATE ACTION

DATE: 3-21 2023
 RD 1 RFD SGA

I hereby certify that the notice & proof is attached to the Bill, SB _____ as required in the General Acts of Alabama, 1975 Act No. 919.
PATRICK HARRIS,
 Secretary

This Bill was referred to the Standing Committee of the Senate on SGA and was acted upon by such Committee in session and is by order of the Committee returned therefrom with a favorable report w/amd(s) _____ w/sub _____ w/eng sub _____ years 10 nays 0 abstain 0 this 5 day of April, 2023
Tom Butler, Chairperson

DATE: 4-5 2023
 RF TAV RD 2 CAL

I hereby certify that the Resolution as required in Section C of Act No. 81-889 was adopted and is attached to the Bill, SB 108.
 years 31 nays 0 abstain 0
PATRICK HARRIS,
 Secretary

DATE: 4-6-23 RD 3 at length
 PASSED PASSED AS AMENDED
 years 31 nays 0 abstain 0
 And was ordered sent forthwith to the House.

HOUSE ACTION

DATE: 4-6 2023
 RD 1 RFD SG

REPORT OF STANDING COMMITTEE
 This bill having been referred by the House to its standing committee on State Government was acted upon by such Committee in session, and returned therefrom to the House with the recommendation that it be Passed w/amd(s) _____ w/sub _____ this 19 day of April, 2023.
Chris Sells, Chairperson

DATE: 4-19 2023
 RF _____ RD 2 CAL

DATE: _____
 RE-REFERRED RE-COMMITTED
 COMMITTEE _____

I hereby certify that the Resolution as required in Section C of Act No. 81-889 was adopted and is attached to the Bill, SB 108.
 YEARS 102 NAYS 0



ACT #2023 - 497

- 1 KJ7EUA-3
- 2 By Representatives Underwood, Pettus, Rigsby, Lomax, Woods
- 3 RFD: State Government
- 4 First Read: 21-Mar-23
- 5 2023 Regular Session





HB168 Enrolled

1 Enrolled, An Act,
2
3
4

5 Relating to public works contracts; to amend Sections
6 39-1-1, 39-2-1, 39-2-2, and 39-2-6, Code of Alabama 1975, to
7 increase the threshold dollar amount for which competitive
8 bidding is generally required; to further provide for certain
9 notice procedures; to authorize the publication of notice by
10 electronic means; to authorize the use of electronic sealed
11 bids; and in connection therewith would have as its purpose or
12 effect the requirement of a new or increased expenditure of
13 local funds within the meaning of Section 111.05 of the
14 Constitution of Alabama of 2022.

15 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

16 Section 1. Sections 39-1-1, 39-2-1, 39-2-2, and 39-2-6,
17 Code of Alabama 1975, are amended to read as follows:

18 "§39-1-1

19 (a) Any person entering into a contract with an
20 awarding authority in this state for the prosecution of any
21 public works~~shall~~, before commencing the work, shall execute
22 a performance bond, with penalty equal to 100 percent of the
23 amount of the contract price. In addition, another bond,
24 payable to the awarding authority letting the contract, shall
25 be executed in an amount not less than 50 percent of the
26 contract price, with the obligation that the contractor or
27 contractors shall promptly make payments to all persons
28 supplying labor, materials, or supplies for or in the

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29 prosecution of the work provided in the contract and for the
30 payment of reasonable ~~attorneys'~~attorney fees incurred by
31 successful claimants or plaintiffs in civil actions on the
32 bond.

33 (b) Any person that has furnished labor, materials, or
34 supplies for or in the prosecution of a public work and
35 payment has not been made may institute a civil action upon
36 the payment bond and have their rights and claims adjudicated
37 in a civil action and judgment entered thereon.

38 Notwithstanding the foregoing, a civil action shall not be
39 instituted on the bond until 45 days after written notice to
40 the surety of the amount claimed to be due and the nature of
41 the claim. The civil action shall be commenced not later than
42 one year from the date of final settlement of the contract.

43 The giving of notice by registered or certified mail, postage
44 prepaid, addressed to the surety at any of its places of
45 business or offices shall be deemed sufficient under this
46 section. In the event the surety or contractor fails to pay
47 the claim in full within 45 days from the mailing of the
48 notice, then the person or persons may recover from the
49 contractor and surety, in addition to the amount of the claim,
50 a reasonable ~~attorney's~~attorney fee based on the result,
51 together with interest on the claim from the date of the
52 notice.

53 (c) Every person having a right of action on the last
54 described bond as provided in this section ~~shall~~, upon written
55 application to the authority under the direction of whom the
56 work has been prosecuted, indicating that labor, material,



57 foodstuffs, or supplies for the work have been supplied and
58 that payment has not been made, shall be promptly furnished a
59 certified copy of the additional bond and contract. The
60 claimant may bring a civil action in the claimant's name on
61 the bond against the contractor and the surety, or either of
62 them, in the county in which the work is to be or has been
63 performed or in any other county where venue is otherwise
64 allowed by law.

65 (d) In the event a civil action is instituted on the
66 payment bond, at any time more than 15 days before the trial
67 begins, any party may serve upon the adverse party an offer to
68 accept judgment in favor of the offeror or to allow judgment
69 to be entered in favor of the offeree for the money or as
70 otherwise specified in the offer. If within 10 days after the
71 service of the offer, the adverse party serves written notice
72 that the offer is accepted, either party may then file the
73 offer and notice of acceptance together with proof of service
74 and the clerk of the court shall enter judgment. An offer not
75 accepted shall be deemed withdrawn and evidence of the offer
76 shall not be admissible. If the judgment finally obtained by
77 the offeree is less favorable than the offer, the offeree
78 shall pay the reasonable ~~attorney's~~attorney fees and costs
79 incurred by the offeror after the making of the offer. An
80 offer that is made but not accepted does not preclude a
81 subsequent offer. When the liability of one party to another
82 party has been determined by verdict, order, or judgment, but
83 the amount or extent of the liability remains to be determined
84 by further proceedings, any party may make an offer of



85 judgment, which shall have the same effect as an offer made
 86 before trial if the offer is made no less than 10 days prior
 87 to the commencement of hearings to determine the amount or
 88 extent of liability.

89 (e) This section shall not require the taking of a bond
 90 to secure contracts in an amount less than ~~fifty thousand~~
 91 ~~dollars (\$50,000)~~ one hundred thousand dollars (\$100,000).

92 (f) (1) The contractor shall, immediately after the
 93 completion of the contract, shall give notice of the
 94 completion by an advertisement in a newspaper of general
 95 circulation published within the city or county in which the
 96 work has been done, for a period of four successive
 97 weeks, publishing the notice for a minimum of three weeks using
 98 one or more of the following methods:

99 a. In a newspaper of general circulation in the county
 100 or counties in which the work, or some portion thereof, has
 101 been done.

102 b. On a website that is maintained by a newspaper of
 103 general circulation in the county or counties in which the
 104 work, or some portion thereof, has been done.

105 c. On a website utilized by the awarding authority for
 106 publishing notices.

107 (2) If no newspaper is published in the county in which
 108 the work was done, and if the awarding authority does not
 109 utilize a website for the purpose of publishing notices, the
 110 notice may be given by posting at the courthouse for 30 days,
 111 and proof of the posting of the notice shall be given by the
 112 awarding authority and the contractor.



113 (3) A final settlement shall not be made upon the
114 contract until the expiration of 30 days after the completion
115 of the notice. Proof of publication of the notice shall be
116 made by the contractor to the authority by whom the contract
117 was made by affidavit of the publisher or website owner and a
118 printed copy of the notice published. ~~If no newspaper is~~
119 ~~published in the county in which the work is done, the notice~~
120 ~~may be given by posting at the courthouse for 30 days, and~~
121 ~~proof of same shall be made by the judge of probate, sheriff,~~
122 ~~and the contractor.~~

123 (4) For contracts for road resurfacing materials that
124 are awarded on an annual basis, where the bid specifications
125 include options such as a unit price for materials, a unit
126 price for the delivery of materials, or a unit price for
127 materials to be laid in place by the bidder, notice of
128 completion pursuant to this subsection may be given on an
129 annual basis upon completion of the project as a whole, rather
130 than at the completion of each proceed order.

131 (g) Subsection (f) shall not apply to contractors
132 performing contracts of less than ~~fifty thousand dollars~~
133 ~~(\$50,000)~~ one hundred thousand dollars (\$100,000) in amount. ~~In~~
134 ~~such cases, the governing body of the contracting agency, to~~
135 ~~expedite final payment, shall cause notice of final completion~~
136 ~~of the contract to be published one time in a newspaper of~~
137 ~~general circulation, published in the county of the~~
138 ~~contracting agency and shall post notice of final completion~~
139 ~~on the agency's bulletin board for one week, and shall require~~
140 ~~the contractor to certify under oath that all bills have been~~

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141 ~~paid in full. Final settlement with the contractor may be made~~
142 ~~at any time after the notice has been posted for one entire~~
143 ~~week."~~

144 "§39-2-1

145 As used in this title, the following words shall have
146 the meanings ascribed to them as follows:

147 (1) AWARDING AUTHORITY. Any governmental board,
148 commission, agency, body, authority, instrumentality,
149 department, or subdivision of the state, its counties and
150 municipalities. This term includes, but shall not be limited
151 to, the Department of Transportation, ~~the State Building~~
152 ~~Commission~~ the Division of Real Property Management of the
153 Department of Finance, the State Board of Education, and any
154 other entity contracting for public works. This term shall
155 exclude the State Docks Department and any entity exempted
156 from the competitive bid laws of the state by statute.

157 (2) FORCE ACCOUNT WORK. Work paid for by reimbursing
158 for the actual costs for labor, materials, and equipment usage
159 incurred in the performance of the work, as directed,
160 including a percentage for overhead and profit, where
161 appropriate.

162 (3) LIFE CYCLE COSTS. The total cost of ownership over
163 the extended life of a public works project, taking into
164 consideration the costs of construction, operation, and
165 maintenance, less any value obtained from salvage and
166 quantifiable environmental benefits, or the sum of all
167 recurring and one-time (non-recurring) costs over the full
168 life span or a specified period of a good, service, structure,



169 or system, including purchase price, installation costs,
 170 operating costs, maintenance and upgrade costs, and remaining
 171 (residual or salvage) value at the end of ownership or its
 172 useful life.

173 (4) PERSON. Natural persons, partnerships, limited
 174 liability companies, corporations, and other legal entities.

175 (5) PUBLIC PROPERTY. Real property which the state,
 176 county, municipality, or awarding authority thereof owns or
 177 has a contractual right to own or purchase, including
 178 easements, rights-of-way, or otherwise.

179 (6) PUBLIC WORKS. The construction, installation,
 180 repair, renovation, or maintenance of public buildings,
 181 structures, sewers, waterworks, roads, curbs, gutters, side
 182 walls, bridges, docks, underpasses, and viaducts as well as
 183 any other improvement to be constructed, installed, repaired,
 184 renovated, or maintained on public property and to be paid, in
 185 whole or in part, with public funds or with financing to be
 186 retired with public funds in the form of lease payments or
 187 otherwise."

188 "§39-2-2

189 (a) (1) Before entering into any contract for a public
 190 works involving an amount in excess of ~~fifty thousand dollars~~
 191 ~~(\$50,000)~~ one hundred thousand dollars (\$100,000), the
 192 awarding authority shall advertise for sealed bids, except as
 193 provided in subsection (j).

194 (2)a. If the awarding authority is the state, ~~or a~~
 195 county, or an instrumentality thereof, it shall advertise for
 196 sealed bids at least once each week for three consecutive

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197 weeks in a newspaper of general circulation in the county or
198 counties in which the improvement, or some part thereof, is to
199 be made.

200 b. If the awarding authority is a municipality, or an
201 instrumentality thereof, it shall advertise for sealed bids at
202 least once in a newspaper of general circulation published in
203 the municipality where the awarding authority is located. If
204 no newspaper is published in the municipality, the awarding
205 authority shall advertise by posting notice thereof on a
206 bulletin board maintained outside the purchasing office and in
207 any other manner and for the length of time as may be
208 determined. In addition to bulletin board notice, sealed bids
209 shall also be solicited by sending notice by mail to all
210 persons who have filed a request in writing with the official
211 designated by the awarding authority that they be listed for
212 solicitation on bids for the public works contracts indicated
213 in the request. If any person whose name is listed fails to
214 respond to any solicitation for bids after the receipt of
215 three such solicitations, the listing may be canceled.

216 ~~(3) With the exception of the Department of~~
217 ~~Transportation, for all public works contracts involving an~~
218 ~~estimated amount in excess of five hundred thousand dollars~~
219 ~~(\$500,000), awarding authorities shall also advertise for~~
220 ~~sealed bids at least once in three newspapers of general~~
221 ~~circulation throughout the state.~~

222 ~~(4)~~ (3) The advertisements shall briefly describe the
223 improvement, state that plans and specifications for the
224 improvement are on file for examination in a designated office

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225 of the awarding authority, state the procedure for obtaining
226 plans and specifications, state the time and place in which
227 bids shall be received and opened, and identify whether
228 prequalification is required and where all written
229 prequalification information is available for review.

230 ~~(5)~~(4) All bids shall be opened publicly at the
231 advertised time and place.

232 ~~(6)~~(5) No public work, as defined in this chapter,
233 involving a sum in excess of ~~fifty thousand dollars (\$50,000)~~
234 one hundred thousand dollars (\$100,000) shall be split into
235 parts involving sums of ~~fifty thousand dollars (\$50,000)~~ one
236 hundred thousand dollars (\$100,000) or less for the purpose of
237 evading the requirements of this section.

238 (b) (1) An awarding authority may let contracts for
239 public works involving ~~fifty thousand dollars (\$50,000)~~ one
240 hundred thousand dollars (\$100,000) or less with or without
241 advertising or sealed bids.

242 (2) An awarding authority may enter into a contract for
243 public works if an advertisement for sealed bids for the
244 contract was submitted by the awarding authority to a
245 newspaper and the newspaper only published the advertisement
246 for two weeks if the authority can provide proof that it, in
247 good faith, submitted the advertisement to the newspaper with
248 instructions to publish the notice in accordance with the
249 provisions of this section.

250 (c) All contracts for public works entered into in
251 violation of this title shall be void and violative of public
252 policy. Anyone who willfully violates this article concerning



253 public works shall be guilty of a Class C felony.

254 (d) (1) Excluded from the operation of this title shall
255 be contracts with persons who shall perform only
256 architectural, engineering, construction management, program
257 management, or project management services in support of the
258 public works and who shall not engage in actual construction,
259 repair, renovation, or maintenance of the public works with
260 their own forces, by contract, subcontract, purchase order,
261 lease, or otherwise.

262 (2) Excluded from operation of the bidding requirements
263 in this title are contracts for the purchase of any heating or
264 air conditioning units or systems by any awarding authority
265 subject to Chapter 13B of Title 16, or Article 3, commencing
266 with Section 41-16-50, of Chapter 16 of Title 41, or Article
267 5, commencing with Section 41-4-110, of Chapter 4 of Title 41,
268 provided the contract is entered into with an Alabama vendor
269 who has been granted approved vendor status for the sale of
270 heating or air conditioning units or systems as a part of a
271 purchasing cooperative, and each of the following occur:

272 a. The heating or air conditioning unit or system being
273 purchased is available as a result of a competitive bid
274 process conducted by a governmental entity which has been
275 approved by the Department of Examiners of Public Accounts.

276 b. The purchase of the heating or air conditioning unit
277 or system is not available on the state purchasing program at
278 the time or the purchase under the purchasing cooperative is
279 available at a price that is equal to or less than that
280 available through the state purchasing program.



281 c. The entity entering into the contract for the
282 purchase of the heating or air conditioning unit or system has
283 been notified by the Department of Examiners of Public
284 Accounts that the competitive bid process utilized by the
285 cooperative program offering the goods complies with this
286 subdivision.

287 d. Upon request, the vendor has provided the purchasing
288 entity with a report of sales made under this subdivision
289 during the previous 12-month period, to include a general
290 description of the heating or air conditioning units and
291 systems sold, the number of units sold per entity, and the
292 purchase price of the units.

293 e. The exemption from the requirement to utilize sealed
294 bids for the purchase of heating or air conditioning units or
295 systems authorized by this section shall not serve to exempt
296 any public works project from the remaining provisions of this
297 article, including, but not limited to, design, installation,
298 and review requirements, compliance with all applicable codes,
299 laws, specifications, and standards, and the compensation of
300 engineers, architects, or others as mandated by state law or
301 rule.

302 ~~(e) (1) In case of an emergency affecting public health,~~
303 ~~safety, or convenience, as declared in writing by the awarding~~
304 ~~authority, setting forth the nature of the danger to the~~
305 ~~public health, safety, or convenience which would result from~~
306 ~~delay, contracts may be let to the extent necessary to meet~~
307 ~~the emergency without public advertisement. The action and the~~
308 ~~reasons for the action taken shall immediately be made public~~



309 ~~by the awarding authority upon request.~~ In case of an
 310 emergency for which a delay in remedying would cause immediate
 311 harm to a person or public property, contracts may be let to
 312 the extent necessary to meet the emergency without public
 313 advertisement or bidding.

314 (2) In case of an emergency affecting public health,
 315 safety, or convenience, as declared in writing by the awarding
 316 authority, setting forth the nature of the danger to the
 317 public health, safety, or convenience which would result from
 318 delay, contracts may be let to the extent necessary to meet
 319 the emergency without public advertisement.

320 (3) Any action taken under subdivision (1) or (2), and
 321 the reasons for the action taken, shall immediately be made
 322 public by the awarding authority and published in writing.

323 (f) No awarding authority may specify in the plans and
 324 specifications for the improvement the use of materials,
 325 products, systems, or services by a sole source unless all of
 326 the following requirements are met:

327 (1) Except for contracts involving the construction,
 328 reconstruction, renovation, or replacement of public roads,
 329 bridges, and water and sewer facilities, the awarding
 330 authority can document to the satisfaction of the ~~Division of~~
 331 Construction Management Division of Real Property Management
 332 of the Department of Finance, or in the case of an educational
 333 institution or state educational institution as provided
 334 pursuant to Sections 41-4-353 and 41-4-400, to the
 335 satisfaction of its governing board, that the sole source
 336 product, material, system, or service is of an indispensable



337 nature for the improvement, that there are no other viable
338 alternatives, and that only this particular product, material,
339 system, or service fulfills the function for which it is
340 needed.

341 (2) The sole source specification has been recommended
342 by the architect or engineer of record as an indispensable
343 item for which there is no other viable alternative.

344 (3) All information substantiating the use of a sole
345 source specification, including the recommendation of the
346 architect or engineer of record, shall be documented and made
347 available for examination in the office of the awarding
348 authority at the time of advertisement for sealed bids.

349 (g) In the event of a proposed public works project,
350 acknowledged in writing by the Alabama Homeland Security
351 Department as: (1) having a direct impact on the security or
352 safety of persons or facilities; and (2) requiring
353 confidential handling for the protection of such persons or
354 facilities, contracts may be let without public advertisement
355 but with the taking of informal bids otherwise consistent with
356 the requirements of this title and the requirements of
357 maintaining confidentiality. Records of bidding and award
358 shall not be disclosed to the public and shall remain
359 confidential.

360 (h) If a pre-bid meeting is held, the pre-bid meeting
361 shall be held at least seven days prior to the bid opening
362 except when the project has been declared an emergency in
363 accordance with subsection (e).

364 (i) The awarding authority may not offer a contract for



365 bidding unless confirmation of any applicable grant has been
366 received and any required matching funds have been secured by
367 or are available to the awarding authority.

368 (j) Notwithstanding subsection (a), the Department of
369 Transportation may enter into contracts for road construction
370 or road maintenance projects that do not involve more than two
371 hundred fifty thousand dollars (\$250,000) without advertising
372 for sealed bids, provided the project is listed on the
373 department website for at least seven calendar days before
374 entering into the contract. The total cost of all projects not
375 subject to advertising and sealed bids pursuant to this
376 subsection may not exceed one million dollars (\$1,000,000) in
377 the aggregate per year.

378 (k) For the purposes of this chapter, sealed bids may
379 also be solicited and submitted through electronic means
380 including, but not limited to, electrical, digital, magnetic,
381 optical, electromagnetic, or any other similar technology,
382 provided that the awarding authority adopts rules and policies
383 to ensure that all electronic submissions are transmitted
384 securely and bids remained sealed until bid opening.

385 (l) (1) Notwithstanding any other provision of law, any
386 entity subject to this chapter that is an awarding authority
387 of a contract for public works, by resolution or board action,
388 may purchase materials or equipment pursuant to subdivisions
389 (14), (16), 17), (18), or (19) of Section 41-16-51(a), even
390 when those materials or equipment are otherwise part of the
391 contract for public works subject to the requirements of this
392 title.

HB168 Enrolled



393 (2) Except for those materials or equipment described
394 in subdivision (1), the remaining portion of the public works
395 project shall be subject to the requirements of this title,
396 even if the remaining portion would involve an amount less
397 than one hundred thousand dollars (\$100,000) as a result of
398 the exclusion of the purchase of the materials or equipment as
399 described in subdivision (1)."

400 "§39-2-6

401 (a) The contract shall be awarded to the lowest
402 responsible and responsive bidder, unless the awarding
403 authority finds that all the bids are unreasonable or that it
404 is not ~~to~~in the interest of the awarding authority to accept
405 any of the bids. A responsible bidder is one who, among other
406 qualities determined necessary for performance, is competent,
407 experienced, and financially able to perform the contract. A
408 responsive bidder is one who submits a bid that complies with
409 the terms and conditions of the invitation for bids. Minor
410 irregularities in the bid shall not defeat responsiveness. The
411 bidder to whom the award is made shall be notified by
412 ~~telegram,~~ confirmed facsimile, electronic mail, or letter at
413 the earliest possible date. If the successful bidder fails or
414 refuses to sign the contract, to make bond as provided in this
415 chapter, or to provide evidence of insurance as required by
416 the bid documents, the awarding authority may award the
417 contract to the second lowest responsible and responsive
418 bidder. If the second lowest bidder fails or refuses to sign
419 the contract, make bond as provided in this chapter, or to
420 provide evidence of insurance as required by the bid



421 documents, the awarding authority may award the contract to
422 the third lowest responsible and responsive bidder.

423 (b) If no bids or only one bid is received at the time
424 stated in the advertisement for bids, the awarding authority
425 may advertise for and seek other competitive bids, or the
426 awarding authority may direct that the work shall be done by
427 force account under its direction and control or, with the
428 exception of the Department of Transportation, the awarding
429 authority may negotiate for the work through the receipt of
430 informal bids not subject to the requirements of this section.
431 Where only one responsible and responsive bid has been
432 received, any negotiation for the work shall be for a price
433 lower than that bid.

434 (c) ~~When~~ With the exception of the Department of
435 Transportation, when two or more bids are received, and all
436 bids exceed available funding for the contract, a local board
437 of education or a public two-year or four-year institution of
438 higher education the awarding authority may negotiate for the
439 work with the lowest responsible and responsive bidder,
440 provided that the ~~local board of education or public two-year~~
441 ~~or four-year institution of higher education~~ awarding
442 authority can document the shortage of funding, that time is
443 of the essence, and that the negotiated changes are in the
444 public interest and do not materially alter the scope and
445 nature of the project.

446 (d) If the awarding authority finds that all bids
447 received are unreasonable or that it is not to the interest of
448 the awarding authority to accept any of the bids, the awarding

HB168 Enrolled



449 authority may direct that the work shall be done by force
450 account under its direction and control.

451 (e) On any construction project on which the awarding
452 authority has prepared plans and specifications, has received
453 bids, and has determined to do by force account or by
454 negotiation, the awarding authority shall make available the
455 plans and specifications, an itemized estimate of cost, and
456 any informal bids for review by the Department of Examiners of
457 Public Accounts and, upon completion of the project by an
458 awarding authority, the final total costs together with an
459 itemized list of cost of any and all changes made in the
460 original plans and specifications shall also be made available
461 for review by the Department of Examiners of Public Accounts.
462 Furthermore, the above described information shall be made
463 public by the awarding authority upon request. Upon the
464 approval of the awarding authority, its duly authorized
465 officer or officers, when proceeding upon the basis of force
466 account, may let any subdivision or unit of work by contract
467 on informal bids.

468 (f) No provision of this section shall be interpreted
469 as precluding the use of convict labor by the awarding
470 authority. This section shall not apply to routine maintenance
471 and repair jobs done by maintenance personnel who are regular
472 employees of the awarding authority, nor shall it apply to
473 road or bridge construction work performed by an awarding
474 authority's regular employees and own equipment.

475 (g) No contract awarded to the lowest responsible and
476 responsive bidder shall be assignable by the successful bidder



477 without written consent of the awarding authority, and in no
478 event shall a contract be assigned to an unsuccessful bidder
479 whose bid was rejected because he or she was not a responsible
480 or responsive bidder.

481 (h) Any agreement or collusion among bidders or
482 prospective bidders in restraint of freedom of competition to
483 bid at a fixed price or to refrain from bidding or otherwise
484 shall render the bids void and shall cause the bidders or
485 prospective bidders to be disqualified from submitting further
486 bids to the awarding authority on future lettings. Any bidder
487 or prospective bidder who willfully participates in any
488 agreement or collusion in restraint of freedom of competition
489 shall be guilty of a felony and, on conviction thereof, shall
490 be fined not less than five thousand dollars (\$5,000) nor more
491 than fifty thousand dollars (\$50,000) or, at the discretion of
492 the jury, shall be imprisoned in the penitentiary for not less
493 than one nor more than three years.

494 (i) Any disclosure in advance of the terms of a bid
495 submitted in response to an advertisement for bids shall
496 render the proceedings void and require advertisement and
497 award anew.

498 (j) The lowest responsible and responsive bidder on a
499 public works project may be determined to be the bidder
500 offering the lowest life cycle costs. The lowest responsible
501 and responsive bidder shall otherwise meet all of the
502 conditions and specifications contained in the invitation to
503 bid, except that a bidder may still be considered responsive
504 if he or she responds with a bid using different construction

HB168 Enrolled



505 materials than those specified in the invitation to bid if the
506 materials' use would result in lower life cycle costs for the
507 public works project. To utilize this provision to determine
508 the lowest responsible and responsive bidder, the awarding
509 authority must include a notice in the invitation to bid that
510 the lowest responsible and responsive bidder may be determined
511 by using life cycle costs, and must also include in the
512 invitation to bid the criteria under which it shall evaluate
513 the life cycle costs."

514 Section 2. Although this bill would have as its purpose
515 or effect the requirement of a new or increased expenditure of
516 local funds, the bill is excluded from further requirements
517 and application under Section 111.05 of the Constitution of
518 Alabama of 2022, because the bill defines a new crime or
519 amends the definition of an existing crime.

520 Section 3. This act shall become effective on the first
521 day of the third month following its passage and approval by
522 the Governor, or its otherwise becoming law.



HB168 Enrolled

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Speaker of the House of Representatives

President and Presiding Officer of the Senate

House of Representatives

I hereby certify that the within Act originated in and was passed by the House 23-May-23, as amended.

John Treadwell
Clerk

Senate

01-Jun-23

Passed

APPROVED

6-14-2023

TIME

9:30 am

GOVERNOR

Alabama Secretary Of State

Act Num....: 2023-497

Bill Num...: H-168

Recv'd 06/15/23 09:46amSLF

SPONSOR

Anderwood

CO-SPONSORS

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HOUSE ACTION

I HEREBY CERTIFY THAT THE RESOLUTION AS REQUIRED IN SECTION C OF ACT NO. 81-889 WAS ADOPTED AND IS ATTACHED TO THE BILL, H.B. 168

YEAS 99 NAYS 0

JOHN TREADWELL, Clerk

I HEREBY CERTIFY THAT THE NOTICE & PROOF IS ATTACHED TO THE BILL, H.B. AS REQUIRED IN THE GENERAL ACTS OF ALABAMA, 1975 ACT NO. 919.

JOHN TREADWELL, Clerk

CONFERENCE COMMITTEE

House Conferees _____

SENATE ACTION 7 RLW

DATE: 5-23 2023
RD 1 RFD FRED

This Bill was referred to the Standing Committee of the Senate on FRED and was acted upon by such Committee in session and is by order of the Committee returned therefrom with a favorable report w/amend(s) - w/sub by a vote of yeas 11 nays 0 abstain 0 this 2nd day of May 20 23 Edna Judge, Chair

DATE: FAY 5-24 20 23
RF (RD 2) CAL

DATE: _____
RE-REFERRED RE-COMMITTED
Committee _____

I hereby certify that the Resolution as required in Section C of Act No. 81-889 was adopted and is attached to the Bill, HB _____
YEAS _____ NAYS _____
PATRICK HARRIS,
Secretary

FURTHER SENATE ACTION (OVER)

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

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

Invocation and Pledge of Allegiance

1. Approve minutes of 10 July 2023 Regular City Council Meeting and minutes of 10 July 2023 Work Session.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. Ordinance – An Ordinance Amending Ordinance No. 1510 known as the Personnel Rules, Policies and Procedures Ordinance, Section 7 Time Off From Work, 7.01 Paid Holidays and 7.02 Birthday Paid Day Off.
6. Resolution – That the City of Fairhope supports the Alabama Department of Transportation’s Mega Grant application to Assist in Funding I-10 Mobile River Bridge and Bayway Project and any other sources of federal funding that may become available.
7. Resolution - That the City Council hereby authorizes Mayor Sherry Sullivan to execute a contract with JADE Consulting, LLC to perform Professional Engineering Services for Pecan Avenue Watershed Management Plan (RFQ PS23-024) with a not-to-exceed amount of \$52,000.00.
8. Resolution - That the City Council approves a three (3) year Elevator Maintenance Agreement on four (4) City Elevators with TK Elevator Corporation; services are available for direct procurement through the Sourcewell Purchasing Cooperative on (Sourcewell Contract #080420) with a not-to-exceed amount of \$31,680.00.
9. Resolution - That the City Council approves the selection by Mayor Sherry Sullivan for (RFQ PS23-026) Southern Earth Sciences, Inc. to perform Professional Services for Sampling, Testing and Assessment of the Retired Church Street and Nichols Avenue Substation Properties; and hereby authorizes the Mayor to execute a Contract with a not-to-exceed amount of \$26,000.00.
10. Resolution – That the City Council approves the Procurement of 7,300 Feet of 12-Inch Ductile Iron Pipe from Ferguson Waterworks for the Water Department with a not-to-exceed amount of \$349,670.00.
11. Resolution – That the City Council approves the Annual Procurement of Tulip Bulbs for FY2024 for the Street Department to CJ Ruigrok & Sons with a not-to-exceed amount of \$34,634.00.

12. Resolution – That the City Council approves the Procurement of an Annual Contract for Dumpster Service for Screenings at the Wastewater Treatment Plant to Republic Services for a not-to-exceed amount of \$11,331.16; and hereby authorizes Mayor Sherry Sullivan to execute the contract.
13. Application for Special Retail License – More than 30 Days by Restaurant 85 North Bancroft LLC d/b/a The Mill at 85 North Bancroft Street, Fairhope, AL 36532.
14. Application for Special Retail License – More than 30 Days by Jenna Rachal, The Venue Fairhope, LLC d/b/a The Venue Fairhope at 105 South Section Street, Fairhope, AL 36532.
15. Application for Restaurant Liquor License by Dana Jewett, Sebastians Fairhope LLC d/b/a Sebastians at 901 Fairhope Avenue, Fairhope, AL 36532.
16. Application for Restaurant Liquor License by Noel Hurtado, Cozumel Mexican Grill of Fairhope LLC d/b/a Cozumel Bar and Grill at 18177 Wright Blvd. Ste. 12, 13, 14, Fairhope, AL 36532.
17. Appointments – Tree Committee
18. Public Participation – (3 minutes maximum)
19. Adjourn

Next Regular Meeting – Monday, August 14, 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 July 2023.

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

There being a quorum present, Council President Robinson called the meeting to order. The invocation was given by Reverend Amanda Doshier of St. James Episcopal Church and the Pledge of Allegiance was recited. Councilmember Burrell moved to approve minutes of the 26 June 2023, regular meeting; and minutes of the 26 June 2023, work session. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

The following individual spoke during Public Participation for Agenda Items:

- 1) Gary Gover, 300 Lincoln Street, addressed the City Council regarding Agenda Item Number 6: a resolution that the City of Fairhope accepts the Grant Award for Financial Assistance from the Alabama Department of Environmental Management (ADEM) for the Clean Water State Revolving Fund (CWSRF) Project in Grant Funds in the amount of \$1,154,696.00 from the American Rescue Plan Act (ARPA). He asked the City Council to explain what the funds would be used for when this agenda item is discussed.

Councilmember Burrell commented that the Fireworks Show was great; thanked the Veterans for their service; and said we needed the rain for our water consumption.

Councilmember Martin also commented the Fireworks Show was great; and thanked City staff for the event.

Councilmember Boone said “At a Gril” to Community Affairs Director Paige Crawford and thanked City staff for a great Fourth of July Celebration.

Council President Robinson also thanked Ms. Crawford and City staff for the Fireworks Show.

10 July 2023

Councilmember Martin moved for final adoption of Ordinance No. 1779, an ordinance amending Ordinance No. 522 and repealing and replacing Ordinance No. 1727 Parking Authority; Section 20-31: adding (c) The Parking Authority or Committee may remove any member who misses more than (2) consecutive meetings. (Introduced at the June 26, 2023 City Council Meeting.) 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 of Fairhope accepts the Grant Award for Financial Assistance from the Alabama Department of Environmental Management (ADEM) for the Clean Water State Revolving Fund (CWSRF) Project in Grant Funds in the amount of \$1,154,696.00 from the State of Alabama's American Rescue Plan Act (ARPA) Fund. The motion was seconded by Councilmember Conyers. Councilmember Burrell stated that the money was for the headworks at the Wastewater Treatment Plant. After further discussion, motion passed unanimously by voice vote.

RESOLUTION NO. 4785-23

WHEREAS, the City of Fairhope was awarded a financial assistance offer from the Alabama Department of Environmental Management (ADEM) on Wednesday, June 21, 2023; and

WHEREAS, the City of Fairhope estimated 5.8 million to be applied for the Clean Water State Revolving Fund (CWSRF) Project; and

WHEREAS, ADEM offered the City of Fairhope \$1,154,696.00 in grant funds from the State of Alabama's American Rescue Plan Act (ARPA) fund; and

THEREFORE, BE IT RESOLVED BY THE City of Fairhope, IN REGULAR SESSION ASSEMBLED, that by this Resolution the City of Fairhope accepts the grant award and authorizes Mayor Sherry Sullivan to serve as the Authorized Official who will sign pay requests and other grant related documents on behalf of the City.

DONE, Under the Seal of the City of Fairhope, this 10th Day of July, 2023.

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

10 July 2023

Councilmember Burrell 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 Alabama Municipal Electric Authority (AMEA) requesting \$10,000.00 to be used for the murals for the Arts Alley Transit Hub Project. Seconded by Councilmember Boone, motion passed unanimously by voice vote. Councilmember Burrell explained that the AMEA gave an additional \$10,000.00 to its members through a Community Development Grant, so this did not take away from the Baldwin County Economic Development Alliance to operate an Entrepreneurial Development Center.

RESOLUTION NO. 4786-23

WHEREAS, the City of Fairhope is in the process of completing its “Arts Alley Transit Hub Project;” and

WHEREAS, the City of Fairhope is desirous to put murals in multiple spots in Arts Alley; and

WHEREAS, there is funding available for said project through a Community Development Grant from Alabama Municipal Electric Authority (AMEA) totaling \$10,000.00; 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 \$10,000.00 to be used for the murals for the Arts Alley Transit Hub Project.

DULY ADOPTED THIS 10TH DAY OF JULY, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

10 July 2023

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope elects to come under the provisions of Act 2022-229; and the City agrees to provide all funds necessary to the Employees' Retirement System to cover the cost of the one-time lump sum payment as provided for by said Act for those eligible employees retired and beneficiaries of deceased retirees of the City of Fairhope with the aforementioned increase being paid in December 2023. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4787-23

WHEREAS, The Legislature of Alabama enrolled Act 2023-107 which extended the provisions of Act 2022-229 by to allow local units participating in the Employees' Retirement System additional time to elect to pay eligible recipients who are entitled to receive a lump-sum payment under the Act and are receiving a benefit as of April 1, 2023; and

WHEREAS, the City of Fairhope elects to come under the provisions of Act 2022-229 to provide funds for the one-time lump-sum payment to eligible employees retired and beneficiaries of deceased retirees of the City of Fairhope.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, FAIRHOPE, ALABAMA, that the City of Fairhope elects to come under the provisions of Act 2022-229 of the Regular Session of the 2022 Alabama Legislature. The City of Fairhope agrees to provide all funds necessary to the Employees' Retirement System to cover the cost of the one-time lump sum payment as provided for by said Act for those eligible employees retired and beneficiaries of deceased retirees of the City of Fairhope with the aforementioned increase being paid in December 2023.

ADOPTED THIS 10TH DAY OF JULY, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

10 July 2023

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution to award (Bid No. 23-027) New Lift Station Installation at Planter's Pointe to Hill Brothers, Inc. with a total not-to-exceed \$225,100.00; and authorize Mayor Sherry Sullivan to sign the forthcoming construction contract. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4788-23

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 to procure services for (Bid No. 23-027) for New Lift Station Installation at Planter's Pointe 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:

W. R. Mitchell, Contractor, Inc.	\$520,000.00
Hill Brothers, Inc.	\$225,100.00
James Bros. Excavating, Inc.	\$303,436.00

[3] After evaluating the bids with the required specifications, Hill Brothers, Inc. is now awarded (Bid No. 23-027) New Lift Station Installation at Planter's Pointe with a total not-to-exceed \$225,100.00; and authorize Mayor Sherry Sullivan to sign forthcoming construction contract.

[4] Previous Council action approved the procurement of necessary equipment for this project from J.H. Wright & Associates in the amount of \$163,786.00 (Resolution No. 4684-23) on February 13, 2023. This bid award is included as part of FY22 Capital Budget Carryover to FY23 Budget for Waste Water System Improvements in the amount of \$1,000,000.

ADOPTED ON THIS 10TH DAY OF JULY, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

10 July 2023

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution to award (Bid No. 23-029-2023-PWI-015) The Haven Animal Shelter Major Façade and Remodel to Thomas Construction with a total not-to-exceed \$164,200.00, which includes the project contingency and the electrical contingency; and authorize Mayor Sherry Sullivan to sign the forthcoming construction contract. Seconded by Councilmember Martin, motion passed unanimously by voice vote. Councilmember Burrell commented he was glad we are finally repairing the building.

RESOLUTION NO. 4789-23

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 to procure services for (Bid No. 23-029-2023-PWI-015) for The Haven Animal Shelter Major Façade and Remodel 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:

Please see attached Bid Tabulation for
The Haven Animal Shelter Major Façade and Remodel

[3] After evaluating the bids with the required specifications, Thomas Construction is now awarded (Bid No. 23-029-2023-PWI-015) for The Haven Animal Shelter Major Façade and Remodel with a total not-to-exceed \$164,200.00, which includes the project contingency and the electrical materials contingency, and authorize Mayor Sherry Sullivan to sign forthcoming construction contract.

ADOPTED ON THIS 10TH DAY OF JULY, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

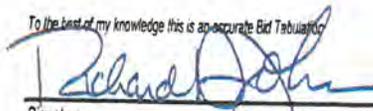
10 July 2023

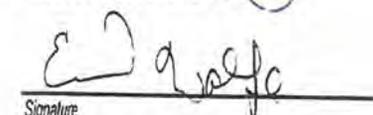
City of Fairhope Bid Tabulation
 Bid No. 23-029-2023-PW-015 The Haven Animal Shelter Major Façade and Remodel
 Opened June 29, 2023 at 2:00 P.M.

Vendor	Bid Documents Signed / Notarized (Y/N)	Addendum I / II / III / IV Acknowledged (Y/N)	Bid Bond / Certificate (Y/N)	Lump Sum Price	Project Contingency for Unforeseen Conditions	Electrical Material Contingency	BID TOTAL (LUMP SUM)
Ala-Season, LLC	Y	Y	Y	\$153,334.99	\$15,333.49	\$30,000.00	\$198,668.48
Dyas Construction Management, LLC	Y	Y	Check	\$277,700.00	27770	\$30,000.00	\$335,470.00
JNB Services, LLC	Y	Y	Y	\$162,409.00	\$16,240.90	\$30,000.00	\$208,649.90
Thomas Construction	Y	Y	Y	\$122,000.00	\$12,200.00	\$30,000.00	\$164,200.00

Recommendation:

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


 Signature
 Richard Johnson, Public Works Director


 Signature
 Erin Wolfe, Purchasing Manager

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution to award (Bid No. 23-028-2022-PWI-075) Intersection and Signal Improvements (Clock Corner) to Bagby & Russell Electric Company with a total not-to-exceed \$116,789.00; and authorize Mayor Sherry Sullivan to sign the forthcoming construction contract. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

10 July 2023

RESOLUTION NO. 4790-23

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 to procure services for (Bid No. 23-028-2022-PWI-0075) Intersection and Signal Improvements (Clock Corner) 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:

Bagby & Russell \$116,789.00

[3] After evaluating the bids with the required specifications, Bagby & Russell Electric Company is now awarded (Bid No. 23-028-2022-PWI-0075) Intersection and Signal Improvements (Clock Corner) with a total not-to-exceed \$116,789.00, and authorize Mayor Sherry Sullivan to sign forthcoming contract.

[4] Initial base bid amount was \$65,602.00 with an additive alternate amount of \$51,187.00 for a total bid of \$116,789.00. The bid award is partly funded by Capital Project – Clock Corner Improvements budget in the amount of \$56,000.00. After review of the site by City Personnel and Contractor it was determined that additional work would be necessary to ensure project work could be warrantied by contractor.

ADOPTED ON THIS 10TH DAY OF JULY, 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 of an Office Trailer Rental or (Equivalent) for The Haven Construction Project for the Public Works Department from United Rentals; and the Rental is on Sourcewell Contract #062320-URI and therefore does not have to be let out for bid. Total amount not-to-exceed \$20,000.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

10 July 2023

RESOLUTION NO. 4791-23

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

[1] That the City of Fairhope approves the procurement of an Office Trailer Rental or (Equivalent) for The Haven Construction Project for the Public Works Department from United Rentals; and the Rental is on Sourcewell Contract #062320-URI and therefore does not have to be let out for bid. Total amount not-to-exceed \$20,000.00.

[2] Estimated cost for fifteen (15) weeks rental is \$15,350.00; requested \$20,000.00 in case of construction delays.

ADOPTED ON THIS 10TH DAY OF JULY, 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 selection by Mayor Sherry Sullivan for (RFQ PS23-024) Professional Engineering Services for Pecan Avenue Watershed Management Plan to JADE Consulting, LLC; and hereby authorizes the Mayor to negotiate the not-to-exceed fee to be approved by Council. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

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10 July 2023

RESOLUTION NO. 4792-23

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 PS23-024) Professional Engineering Services for Pecan Avenue Watershed Management Plan to JADE Consulting, LLC; and hereby authorizes the Mayor to negotiate the not-to-exceed fee to be approved by Council.

DULY ADOPTED THIS 10TH DAY OF JULY, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin moved to grant the request of Lisa Dahle, on behalf of Trinity Presbyterian Church, requesting permission to use site location between Fairhope Pier and Duck Pond (North Beach – Loop) for Drive Thru Nativity Scene on December 3, 2023 from 5:00 p.m. – 7:00 p.m. Set-up will begin at noon and taken down after last car drives through. Also requesting use of public restrooms. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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 Alabama Code Section 36-25A-7(a)(3) to discuss imminent or potential litigation. The approximate time to be in Executive Session is 45 minutes. Councilmember Burrell moved to go into Executive Session. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Exited the dais at 6:17 p.m. Returned at 7:07 p.m.

10 July 2023

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 7:08 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 4:30 p.m., Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
on Monday, 10 July 2023.

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

Council President Jay Robinson called the meeting to order at 4:35 p.m.

The following topics were discussed:

- The first item on the agenda was the Recommendation from Personnel Board on Paid Holidays. Council President Robinson discussed the recommendations to add Mardi Gras, Juneteenth, and to make Christmas Eve a full day. Councilmember Burrell questioned if the Birthday Holiday was included in the number of holidays. Councilmember Martin said he did not have a problem with the recommendations. Council President Robinson said he too did not have a problem with the recommendations and it is good for employees. Conyers commented he was good with Juneteenth; and questioned if it was good to not have City services for four days. City Clerk Lisa Hanks explained that it is only two days without City services even if it includes the weekend. Councilmember Boone reiterated what City Clerk Hanks said; and stated the City is already closed on Saturday and Sunday. The City Council consensus was to have 12 paid holidays plus Birthday paid day off.
- Council President Robinson said the Historic Preservation Committee draft ordinance will soon be coming before the City Council. He commented it has been reviewed by him and City Attorney McDowell. Council President Robinson said it is being reviewed now by Attorney Chris Williams who is also checking legalities of the ordinance.

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

- Public Works Director Richard Johnson addressed the City Council and said we get 80 hours of vacation for one to ten years of service plus birthday leave not a holiday. He briefly updated the City Council on the following items: Founders Project has been delayed; Clock Property Park; and Paving Project. Mr. Johnson explained Agenda Items No. 10, No. 11, No. 12, and No. 13; and answered any questions if needed. Councilmember Martin questioned Agenda Item No. 10 and contingency. Mr. Johnson replied the City is doing the electrical work. Councilmember Conyers asked about Commissioner Blankenship's visit.
- Interim Gas Superintendent Wes Boyett addressed the City Council and said the Summer Internship is going well and August 4, 2023 will graduation.

Monday, 10 July 2023

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- Community Affairs Director Paige Crawford addressed the City Council regarding Agenda Items No. 7, and No. 14; and answered any questions if needed. Councilmember Conyers commented those were the best fireworks yet. Ms. Crawford told the City Council about the availability to shoot fireworks from a barge in the future.
- Planning Director Hunter Simmons addressed the City Council regarding Agenda Items No. 6, No. 10, and No. 11; and answered any questions if needed.
- Water and Wastewater Superintendent Daryl Morefield addressed the City Council regarding Agenda Item No. 9; and answered any questions if needed.
- City Treasurer Kim Creech also addressed the City Council regarding Agenda Item No. 9; and answered any questions if needed. She said the project will need more funding other than this grant. Councilmember Martin questioned additional facility near Fairhope Airport. Mr. Morefield explained expansion on Wastewater Treatment Plant site and the need for redundancy. Councilmember Burrell said he wanted a second opinion for this project.
- Council President Robinson addressed the City Council regarding Agenda Items No. 5 and No. 8; and answered any questions if needed. Ms. Creech stated the Retiree Resolution is for a one-time lump sum payment. Councilmember Burrell commented he would vote on it but RSA ties municipalities' hands.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:24 p.m.

Jay Robinson, Council President

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 1510
KNOWN AS THE PERSONNEL RULES, POLICIES
AND PROCEDURES ORDINANCE

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

Section 1. The ordinance known as the Personnel Rules, Policies, and Procedures Ordinance (No. 1510), adopted 14 April 2014, together with the Personnel Handbook of the City of Fairhope, be and the same hereby is changed and altered in respect to the certain sections below:

Amend the following to:

SECTION 7 – TIME OFF FROM WORK

7.01 PAID HOLIDAYS

The City observes the following as paid holidays for regular full-time employees and appointed officials:

- New Year's Day: January 1st
- Martin Luther King's Birthday: Third Monday in January
- Mardi Gras Day
- Memorial Day: Last Monday in May
- Juneteenth Day: June 19th
- Independence Day: July 4th
- Labor Day: First Monday in September
- Veteran's Day: November 11th
- Thanksgiving Day: Fourth Thursday in November
- Day after Thanksgiving
- Christmas Eve: December 24th
- Christmas Day: December 25th

The City Council may grant additional days off.

Paid holidays that fall on a Saturday will be observed on the preceding Friday; paid holidays falling on a Sunday will be observed on the following Monday. To receive holiday pay, the employee must work the last scheduled workday before and the first scheduled workday after the holiday unless the employee's Department Head has approved the scheduled work day off in advance as paid vacation under *Personnel Rules Section 7.03*.

Work On Holidays

Because many essential City services must be provided on holidays, employees, including part-time and temporary employees, may be scheduled to work on a holiday. If so, the employee will be paid one and one-half times his/her regular rate of pay for all hours worked on the holiday.

In addition, to prepare for certain holidays as determined by the Mayor, employees may be paid at their overtime rate for set-up activities even if the work is not performed on the holiday and regardless of whether the employee works in excess of 40 hours during the workweek.

Ordinance No. _____

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7.02 BIRTHDAY

Regular full-time employees with at least one year of service may take their birthday as a paid day off. With prior permission of the Department Head, the birthday paid leave may be taken at any time during the calendar year, but may not be carried to the next calendar year.

Section 2. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs and sections, since the same would have been enacted by the municipality council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 3. This Ordinance shall take effect immediately upon its due adoption and publication as required by law.

Adopted this 24th Day of July, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Adopted this 24th Day of July, 2023

Sherry Sullivan, Mayor

SECTION 7 – TIME OFF FROM WORK

7.01 PAID HOLIDAYS

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Martin Luther King's Birthday: Third Monday in January

Memorial Day: Last Monday in May

Independence Day: July 4th

Labor Day: First Monday in September

Veteran's Day: November 11th

Thanksgiving Day: Fourth Thursday in November

Day after Thanksgiving

Christmas Eve: December 24th – ½ day off

Christmas Day: December 25th

Birthday or Personal Day (After one year of service)

The City Council may grant additional days off.

Paid holidays that fall on a Saturday will be observed on the preceding Friday; paid holidays falling on a Sunday will be observed on the following Monday. To receive holiday pay, the employee must work the last scheduled workday before and the first scheduled workday after the holiday unless the employee's Department Head has approved the scheduled work day off in advance as paid vacation under *Personnel Rules Section 7.03*.

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In addition, to prepare for certain holidays as determined by the Mayor, employees may be paid at their overtime rate for set-up activities even if the work is not performed on the holiday and regardless whether the employee works in excess of 40 hours during the workweek.

7.02 BIRTHDAY

Regular full-time employees with at least one year of service may take their birthday as a paid holiday. With prior permission of the Department Head, the birthday holiday may be taken at anytime during the calendar year, but may not be carried to the next calendar year.

RESOLUTION NO. _____

**Resolution of Support for Mega Grant Application to Assist in
Funding I-10 Mobile River Bridge and Bayway Project**

WHEREAS, Interstate 10 is a major East-West corridor for commercial and personal vehicles, and is the only interstate highway that connects the East Coast, West Coast, and Gulf Coast of the United States; and

WHEREAS, the portion of Interstate 10 connecting Mobile and Baldwin Counties was initially built for 30,000 vehicles per day, but now services more than 100,000 vehicles on peak days, with traffic volumes growing steadily and continuously; and

WHEREAS, Mobile and Baldwin Counties are home to significant industry, whose workforce and suppliers rely on Interstate 10 to safely move people and goods across Mobile Bay; and

WHEREAS, the Port of Mobile, the Mobile International Airport, and numerous multimodal hubs all are located on Mobile Bay and frequently utilize Interstate 10 helping to stimulate and drive the economy of Mobile and Baldwin Counties, the State of Alabama and the entire Gulf Coast region; and

WHEREAS, traffic and congestion on Interstate 10 will continue to increase, with negative effects on public safety, commerce, and mobility in the region, if no action is taken; and

WHEREAS, the City of Fairhope agrees on the need for a new bridge over the Mobile River and Mobile Bay and a framework to achieve this goal; and

WHEREAS, the City of Fairhope recognizes that President Biden and Congress conceived and enacted the Infrastructure Investment and Jobs Act (IIJA), which includes a new discretionary grant program designed to address infrastructure challenges of this type and magnitude; and

WHEREAS, the U.S. Department of Transportation is committed to improving our nation's infrastructure through the Mega Grant program; and

WHEREAS, this program can be a key funding component to address this crucial infrastructure need of local, regional, and national importance; now

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City of Fairhope supports the Alabama Department of Transportation's application for the Mega Grant and any other sources of federal funding that may become available.

ADOPTED ON THIS 24TH DAY OF JULY, 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, as follows:

[1] That the City Council hereby authorizes Mayor Sherry Sullivan to execute a contract with JADE Consulting, LLC to perform Professional Engineering Services for Pecan Avenue Watershed Management Plan (RFQ PS23-024) with a negotiated not-to-exceed fee of \$52,000.00.

[2] On July 10, 2023 at the Regular City Council Meeting the City Council approved the Mayor's selection for JADE Consulting, LLC to perform Professional Engineering Services; and authorized the Mayor to negotiate a not-to-exceed fee per Resolution No. 4792-23.

[3] The work to be performed by the engineering firm selected is to review watershed complaints and develop a potential remediation masterplan.

DULY ADOPTED THIS 24TH DAY OF JULY, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/14/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve Project Fee and Authorize Mayor to Execute Contract for RFQ PS23-024 Professional Engineering Services for Pecan Avenue Watershed Management Plan

Project Location: Pecan Avenue

Presented to City Council: 7/24/2023

Funding Request Sponsor: Richard Johnson, Public Works Director
George Ladd, Assistant Public Works Director
Sherry Sullivan, Mayor

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 52,000.00 (not to exceed)

Vendor: JADE Consulting (Vendor #28465)

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: 103-55853
G/L Acct Name: Drainage Improvements

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

Project Budgeted: \$ 50,000.00
Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ 2,000.00

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

Capital Lease: _____ Payment _____ Term _____

Approve the negotiated not-to-exceed fee of \$52,000 for engineering services associated with Pecan Avenue drainage improvements and authorize Mayor, Sherry Sullivan, to execute attached contract. Previous City Council Action: On July 10, 2023, the City Council at its regularly scheduled meeting held on July 10, 2023, approved the Mayor's selection of JADE Consulting as Engineer and authorized the Mayor to negotiate a not-to-exceed engineering fee per Resolution No. 4792-23.

The work to be performed by the engineering firm selected is to review watershed complaints and develop a potential remediation masterplan.

City Council Prior Approval/Date? 7/10/2023

Senior Accountant _____ City Treasurer _____ Mayor _____

Purchasing Memo Date: 6/28/2023 Purchasing Memo Date: 6/28/2023 Delivered To Date: 7/14/2023

Request Approved Date: 7/14/2023 Request Approved Date: 7/14/2023 Approved Date: 7/14/2023

Signatures: Suzanne Doughty Kim Creech Sherry Sullivan
Suzanne Doughty Kim Creech Mayor Sherry Sullivan



MEMO

To: Suzanne Doughty, Senior Accountant
Kim Creech, Treasurer

From: Erin Wolfe, Purchasing Manager

Date: June 28, 2023

Re: RFQ PS23-024 Professional Engineering Services for Pecan Avenue Watershed Management Plan

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 Director of the Public Works Department, Richard Johnson, is requesting the hiring of a professional engineer for **RFQ PS23-024 Professional Engineering Services for Pecan Avenue Watershed Management Plan**.

Mayor Sullivan has selected JADE Consulting, LLC for this project. The work to be performed is to review watershed complaints and development of a potential remediation masterplan. The work to be performed will include: Coordinate and compile initially available information; Initial visual reconnaissance of the drainage basin; Topographic survey of major areas of focus; Existing conditions hydrologic and hydraulic model; final site visit with team members to visit area of focus; and development of a drainage remediation master plan.

The negotiated not-to-exceed amount will be Fifty-Two Thousand Dollars (\$52,000.00).

Please place on the next available City Council Agenda this request for the City Council to approve negotiated not-to-exceed amount of \$52,000.00 for this project and allow the Mayor to execute a contract with JADE Consulting, LLC.

Cc: file, Richard Johnson, George Ladd

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

251-928-2136 (p)

April 17, 2023

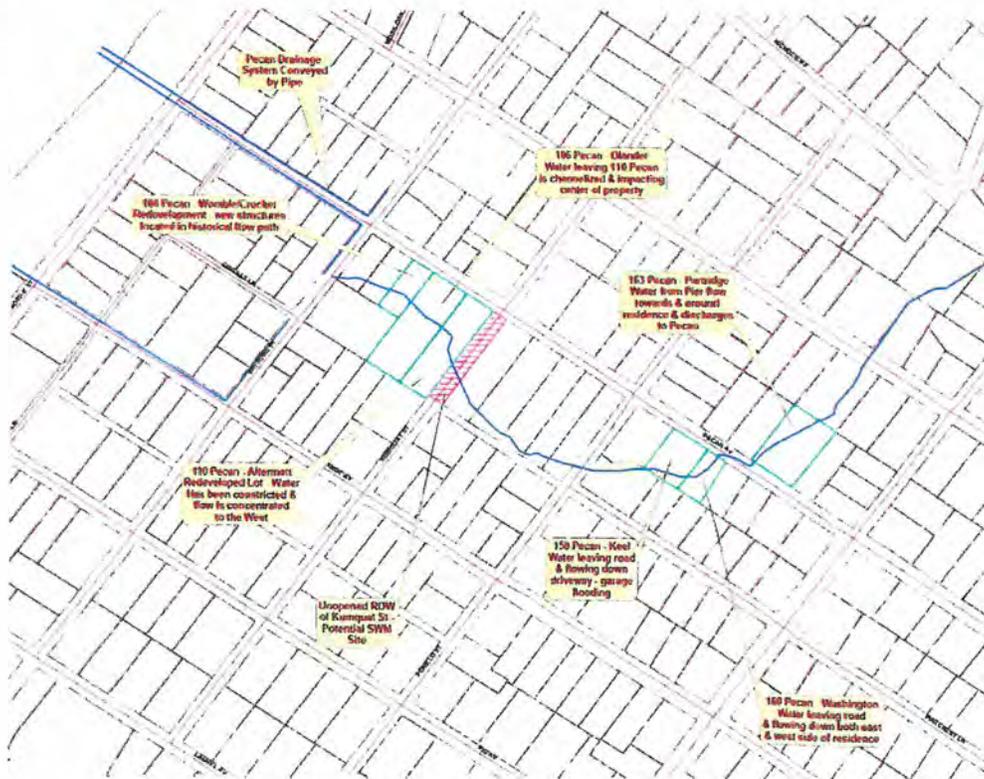
Mr. Richard D. Johnson, P.E.
City Public Works Director
City of Fairhope
P.O. Drawer 429
Fairhope, AL 36533

VIA EMAIL: richard.johnson@fairhopeal.gov

RE: Professional Engineering Services for:
Pecan Avenue Watershed Management Plan
Review watershed complaints and development of potential remediation masterplan
Fairhope, Alabama

Dear Mr. Johnson:

JADE Consulting, LLC is pleased to provide you with this proposal for the engineering services required to develop the site for the subject property. Please find listed below our proposed Scope of Services based on our understanding of the proposed scope. We have used the below map along with its respective notes as a reference.



Thank you for the opportunity to provide you with this proposal. We sincerely appreciate the opportunity to be considered for this contract and trust that you will find out the proposed fee schedule in line with the requested Scope of Services for this project.

Best Regards,

JADE CONSULTING, LLC



Perry C. Jinright, III, P.E.
Manager

\k

Enclosure

Professional Service Agreement

23.043

1

PROFESSIONAL SERVICES AGREEMENT

A. GENERAL DESCRIPTION OF PROJECT LOCATION:

Professional Engineering Services for:
Pecan Avenue Watershed Management Plan
Review watershed complaints and development of potential remediation masterplan
Fairhope, Alabama

B. GENERAL

This agreement, including attachments, are hereinafter noted, made, and entered into and between JADE Consulting, LLC and the Client identified herein, provides for the Professional services described under Section C of this Agreement.

Client: City of Fairhope – Public Works	Contact: Mr. Richard D. Johnson, P.E.
Address: P.O. Box 429	City/State/Zip Code: Fairhope, AL 36533
Phone No.: (251) 929-0360	Email: richard.johnson@fairhopeal.gov

C. JADE CONSULTING PROFESSIONAL SERVICES to be provided are identified below:

JADE Consulting, LLC is pleased to provide you with this proposal for the engineering services required to develop the site for the subject property. Please note the proposal is based on the general layout of structures and site development.

Coordinate and Compile Initially Available Information \$3,200.00

JADE Consulting, LLC will conduct field inventories of existing site conditions and gather available map and aerial photo information (any available survey CADD files should be provided by the Client). The purpose of these data collection activities is to formulate base maps and identify existing conditions with sufficient detail and accuracy to conduct the site analysis identified below. Specifically, the data collected will include:

- A. Identification of the geographic limits of the Planning Area
- B. Inventory of existing facilities, features, and development
- C. Any available client-provided survey, CADD files
- D. Aerial Photography w/ USGS topography
- E. Available environmental information
- F. General utility locations

The purpose of these data collection activities is to identify assets, opportunities, constraints, liabilities, and other conditions, which will give form to land use relationships and development. These elements will be used to complete a site analysis assessing:

- A. Design/Planning Constraints
- B. Design/Planning Opportunities
- C. Assets/Liabilities
- D. Elements of Form and Context

Initial Visual Reconnaissance of Drainage Basin \$2,800.00

Once the above information has been compiled this Task includes a site visit to the project and a physically inspecting of the referenced drainage system. Notes and photos will be gathered to help document its current condition.

CLIENT INITIALS: _____

Topographic Survey of Major Areas of Focus**\$7,500.00**

The task includes having field topographic surveys performed for the areas selected as primary drainage features. This will include the West end of Pecan Avenue, areas around Kumquat Street, and 2 each additional area (to be determined). The topographic survey will help provide a baseline for the stormwater models.

Existing Conditions Hydrologic and Hydraulic Model**\$20,300.00**

The task includes developing existing conditions Pecan Avenue Watershed hydrologic and hydraulic model. The results from the computer models will be compiled into a standard report. The report will serve as a baseline that should closely mimic the current performance of the Pecan Ave drainage system. This baseline will be used to gauge the potential effectiveness of proposed drainage improvements within the watershed.

Final Site Visit with Team Members to Visit Area of Focus**\$3,200.00**

The task includes developing a list of Major and Minor Areas of Focus and developing a construction project list with their respective baseline objectives. The task will focus on the prioritization of problem areas and their respective recommend solutions.

Development of a Drainage Remediation Master Plan**\$15,000.00**

Working with the base information established in Task I-4, JADE Consulting, LLC will prepare a development strategy for potential remedial drainage improvements project to the Pecan Avenue drainage basin. JADE Consulting, LLC will identify potential drainage improvements that can be made and listed on a proposed master plan. The exhibit can be used as an illustrative document that references the proposed improvements. This document will be a viable budgetary tool in helping illustrate the proposed scope of any identified projects. This task does not include any final design or construction document preparation. Those efforts will need to be provided by a separate agreement.

D. **THE COMPENSATION TO BE PAID TO JADE CONSULTING, LLC** for providing the requested services is identified in Sections "C" & "E" herein.

E. **ADDITIONAL SERVICES (Hourly Basis)**

Services requested, but not specifically included in the scope of services, will be considered additional services. Modification to drawings, after approval by the Client, as a result of changes requested by the Client or their other Consultants will be considered additional services and billed at an hourly rate as follows:

Professional Engineer	\$260.00
Senior Engineer	\$180.00
Engineer I	\$150.00
Graduate Engineer	\$100.00
CADD Designer	\$ 90.00
Engineering Technician	\$ 75.00
Clerical	\$ 70.00
Sub-Consultant	Cost Plus 15%

CLIENT INITIALS: _____

F. TERMS & CONDITIONS

1. Reimbursable costs include fees of Professional Subcontractors (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual cost and shall be itemized and included in the invoice.
2. JADE Consulting, LLC services under this agreement do not include participation, whatsoever, in any litigation.
3. The Client hereby acknowledges that JADE Consulting, LLC cannot warrant that estimates of probable construction or operating costs provided by JADE Consulting, LLC will not vary from actual costs incurred by the Client.
4. If under this Agreement, professional services are provided during the construction phase of the project, JADE Consulting, LLC shall not be responsible for or have control over procedures, techniques, means, methods, or sequences, or for the safety precautions and programs in connection with the Work. Nor shall JADE Consulting, LLC be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with applicable laws, ordinances, rules, and/or regulations. Under no circumstances will JADE Consulting, LLC have any direct contractual relationship with the contractor, any subcontractors or materials suppliers.
5. The laws of the State of Alabama shall govern this agreement unless specifically stated otherwise.
6. The Client, at its expense, will provide JADE Consulting, LLC with all required site information, existing plans, reports, studies, project schedules, and similar information that are contained in its files. JADE Consulting, LLC may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

The Client shall participate with JADE Consulting, LLC by providing all information and criteria in a timely manner, reviewing documents, and making decisions on project alternatives to the extent necessary to allow JADE Consulting, LLC to perform the scope of work within established schedules.

7. The Client will hold harmless and indemnify JADE Consulting, LLC for any design changes, construction changes, and/or damages resulting from the use of a topographic survey or other information prepared by others and provided by the Client.
8. JADE Consulting, LLC may subcontract consultants in the performance of any services described in this agreement. JADE Consulting, LLC does not act as General Contractor in any way or accept responsibility for poor craftsmanship.
9. The above-described compensation for JADE Consulting, LLC does not include the following Cost:
 - a. Photostats/Photocopying/Plotting
 - b. Binding
 - c. Printing/Reprographics
 - d. Photography/Film/Film Processing
 - e. Mylar's and Reproducible
 - f. Federal Express, Courier, and/or Delivery Fees
 - g. Mailing/Postage

CLIENT INITIALS: _____

- h. Microfilming/Scanning/Digitizing
 - i. Blue Printing, Printing or Binding of Bid Sets
 - j. Mileage @ current Federal rate
 - k. Permits and/or Registration Fees
 - l. Travel Expenses outside of Baldwin County, Alabama, such as airfare and lodging
 - m. Other products and services requested by the Client and not specifically described herein
10. Either Client or JADE Consulting, LLC may terminate this contract with seven (7) days written notice. Upon termination, the Owner will be responsible for payment of all Consultant fees and reimbursable expenses through the date of termination.
 11. Should the project be stopped or the work prevented or delayed for any reason, including, but not limited to, by reason of force majeure or the act or order of any governmental authority, for more than sixty (60) days, JADE Consulting, LLC reserves the right to renegotiate the Fee Schedule.
 12. Invoice Schedule: Billing will be based on a percentage of service completed at the end of each month.
 13. Terms: Net Thirty (30) days from invoice date. Compensation for all services shall be paid in Fairhope, Baldwin County, Alabama.
 14. The forum for any action to construe or enforce this agreement shall be the Baldwin County Circuit Court.
 15. This document sets forth all of the terms and conditions agreed by the parties hereto and supersedes all prior oral or written agreements, representations, or warranties not otherwise expressly set forth herein. This agreement may only be amended or modified by a written document executed by all parties.

This agreement is accepted on the later date written below:

JADE CONSULTING, LLC

CITY OF FAIRHOPE

SIGNED: _____

SIGNED: _____

TYPED NAME: Perry C. Jinright, III, P.E.

TYPED NAME: Richard D. Johnson, P.E.

TITLE: Member

TITLE: _____

DATE: 04/17/2023

DATE: _____

CLIENT INITIALS: _____



CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Richard D. Johnson, PE

Date: 06-26-2023

Department: Public Works

Expenditure Threshold**	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
Utilities \$5,001-\$10,000	Operational NON -Budgeted	Three	Treasurer/Mayor	N/A	N/A
Greater than: Gen Govt - \$5,001 Utilities - \$10,001	Operational NON -Budgeted	Three	Council	Required	Required
Gen Govt - \$5,001-\$15,000 Utilities - \$10,001 - \$15,000	Operational Budgeted	Three	Treasurer	N/A	N/A
Over \$15,000/\$50,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	N/A	N/A
Over \$15,000/\$50,000	Operational Budgeted	Bids	Council	Required	Required
Professional Service Over \$5,000	Budgeted or Non-Budgeted	Mayor Select	Council	Required	Required

*Budgeted items that meet or are under budget may be purchased with the Mayor and/or Treasurer's approval if they are on the State Bid list or from an approved buying group. Items that are over budget must go to Council for approval and will require a green sheet and resolution.

**Expenditure Threshold is a combined total of labor and materials, including materials provided by the City. If the total amount is within \$10,000 of the listed threshold, Purchasing/Treasurer may require a formal bid due to potential materials cost increases.

QUOTES

Vendor Name	Vendor Quote
1. <u>JADE Consulting – Professional Engineering Proposal</u>	\$ <u>52,000.00 NTE</u>
2. <u>Click or tap here to enter text.</u>	\$ _____
3. <u>Click or tap here to enter text.</u>	\$ _____

Check any applicable boxes: State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? Professional Engineering Services
2. What is the total cost of the item or service? \$52,000.00
3. How many do you need? One – Pecan Street Watershed Study & Drainage Improvement Design
4. Item or Service Is: New Used Replacement Annual Request
5. Vendor Name (Lowest Quote): **JADE Consulting**
6. Vendor Number: **28465**

If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

1. Is it budgeted? Yes No Emergency Request
2. If budgeted, what is the budgeted amount? \$50,000.00
3. Budget code: 103-55853 Line 20

Email completed form with quotes and other supporting documentation to
Erin.Wolfe@FairhopeAL.gov and Rhonda.Cunningham@FairhopeAL.gov.

RESOLUTION NO. 4792-23

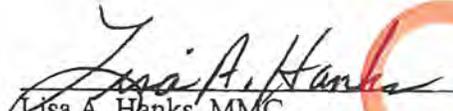
BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, as follows:

[1] That the City of Fairhope approves the selection by Mayor Sherry Sullivan for (RFQ PS23-024) Professional Engineering Services for Pecan Avenue Watershed Management Plan to JADE Consulting, LLC; and hereby authorizes the Mayor to negotiate the not-to-exceed fee to be approved by Council.

DULY ADOPTED THIS 10TH DAY OF JULY, 2023


Jay Robinson, Council President

Attest:

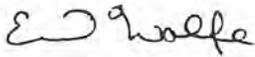

Lisa A. Hanks, MMC
City Clerk

COPY



MEMO

To: Lisa Hanks, City Clerk
Kim Creech, Treasurer

From: 
Erin Wolfe, Purchasing Manager

Date: June 28, 2023

Re: RFQ PS23-024 Professional Engineering Services for Pecan Avenue Watershed Management Plan

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 Director of the Public Works Department, Richard Johnson, is requesting the hiring of a professional engineer for **RFQ PS23-024 Professional Engineering Services for Pecan Avenue Watershed Management Plan**.

The work to be performed is to review watershed complaints and development of a potential remediation masterplan. The work to be performed will include: Coordinate and compile initially available information; Initial visual reconnaissance of the drainage basin; Topographic survey of major areas of focus; Existing conditions hydrologic and hydraulic model; final site visit with team members to visit area of focus; and development of a drainage remediation master plan.

Mayor Sullivan was provided a list of firms to select from for the work and chose Jade Consulting, LLC.

Please place on the next available City Council Agenda this request for the City Council to approve the selection by the Mayor for **RFQ PS23-024 Professional Engineering Services for Pecan Avenue Watershed Management Plan** and allow the Mayor to negotiate the not-to-exceed fee to be approved by Council.

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

Cc: file, Richard Johnson, George Ladd

251-928-2136 (p)



MEMO

To: Lisa Hanks, City Clerk
Kim Creech, Treasurer

From: Erin Wolfe
Erin Wolfe, Purchasing Manager

Date: June 27, 2023

Re: RFQ PS23-024 Pecan Avenue Watershed Management Plan

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 Director of the Public Works Department, Richard Johnson, is requesting the hiring of a professional engineer for RFQ PS23-024 Pecan Avenue Watershed Management Plan.

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

The work to be performed is to review watershed complaints and development of a potential remediation masterplan. The work to be performed will include: Coordinate and compile initially available information; Initial visual reconnaissance of the drainage basin; Topographic survey of major areas of focus; Existing conditions hydrologic and hydraulic model; final site visit with team members to visit area of focus; and development of a drainage remediation master plan.

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 / / Jade Consulting, LLC
- _____ / / Goodwin, Mills, Cawood, Inc.
- _____ / / Dewberry Engineering
- _____ / / None. Submit another list

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

251-928-2136 (p)

Cc: file, Richard Johnson, Mayor Sherry Sullivan



CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Richard D. Johnson, PE

Date: 06-26-2023

Department: Public Works

Expenditure Threshold**	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
Utilities \$5,001-\$10,000	Operational NON -Budgeted	Three	Treasurer/Mayor	N/A	N/A
Greater than: Gen Govt - \$5,001 Utilities - \$10,001	Operational NON -Budgeted	Three	Council	Required	Required
Gen Govt - \$5,001-\$15,000 Utilities - \$10,001 - \$15,000	Operational Budgeted	Three	Treasurer	N/A	N/A
Over \$15,000/\$50,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	N/A	N/A
Over \$15,000/\$50,000	Operational Budgeted	Bids	Council	Required	Required
Professional Service Over \$5,000	Budgeted or Non-Budgeted	Mayor Select	Council	Required	Required

*Budgeted items that meet or are under budget may be purchased with the Mayor and/or Treasurer's approval if they are on the State Bid list or from an approved buying group. Items that are over budget must go to Council for approval and will require a green sheet and resolution.

**Expenditure Threshold is a combined total of labor and materials, including materials provided by the City. If the total amount is within \$10,000 of the listed threshold, Purchasing/Treasurer may require a formal bid due to potential materials cost increases.

QUOTES

Vendor Name	Vendor Quote
1. <u>JADE Consulting – Professional Engineering Proposal</u>	\$ <u>52,000.00 NTE</u>
2. <u>Click or tap here to enter text.</u>	\$ _____
3. <u>Click or tap here to enter text.</u>	\$ _____

Check any applicable boxes: State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? Professional Engineering Services
2. What is the total cost of the item or service? \$52,000.00
3. How many do you need? One – Pecan Street Watershed Study & Drainage Improvement Design
4. Item or Service Is: New Used Replacement Annual Request
5. Vendor Name (Lowest Quote): JADE Consulting
6. Vendor Number: 28465

If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

1. Is it budgeted? Yes No Emergency Request
2. If budgeted, what is the budgeted amount? \$50,000.00
3. Budget code: 103-55853 Line 20

Email completed form with quotes and other supporting documentation to
Erin.Wolfe@FairhopeAL.gov and Rhonda.Cunningham@FairhopeAL.gov.

RESOLUTION NO. _____

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

[1] That the City of Fairhope approves a three (3) year Elevator Maintenance Agreement on four (4) City Elevators with TK Elevator Corporation; services are available for direct procurement through the Sourcewell Purchasing Cooperative on (Sourcewell Contract #080420) with a not-to-exceed amount of \$31,680.00.

[2] The locations of elevators are:

- Fairhope Museum – 24 N. Section Street
- Fairhope Recreation Center – 803 N. Greeno Road
- Fairhope Library – 601 Fairhope Avenue
- Fairhope Parking Garage – 23 N. Section Street

[3] Annual amount not-to-exceed \$10,560.00; and for three (3) years \$31,680.00.

[4] Service with TK Elevator is sole source; and therefore does not have to be let out for bid.

[5] General Maintenance funds are budgeted through the end of FY2023, new contract amounts, and allocations will be included in the FY2024 budget submission.

[6] City Council approved Resolution No. 3775-20 at the regularly scheduled Council Meeting on July 27, 2020 for three (3) year elevator maintenance agreement with TK Elevator that will expire on July 26, 2023.

ADOPTED ON THIS 24TH DAY OF JULY, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/17/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve Maintenance Agreement for Elevator Maintenance (Three-Year Contract for Four (4) City Elevators)

Project Location: Fairhope Museum, Recreation Center, Library and Parking Garage

Presented to City Council: 7/24/2023

Resolution # :
Approved _____

Funding Request Sponsor: Richard Johnson, Public Works Director
George Ladd, Assistant Public Works Director

Changed _____

Rejected _____

Project Cash Requirement Requested:

Cost: \$ 10,560.00 (Not-to-Exceed Annual Amount) - Three (3) Year Contract total is \$31,680.00

Vendor: Thyssenkrupp Elevator (Vendor #24157)

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 _____
Inventory _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: Museum (001270-50360), Library (001100-50375), Rec (001250-5
G/L Acct Name: General Maintenance

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

Project Budgeted: \$ 10,560.00 (Draft FY2024 Budget) - Not to Exceed Annual Amount

Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount. \$ _____

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

Approve the three (3) year elevator maintenance agreement with TK Elevator through Sourcewell Purchasing Cooperative Contract #080420) in an annual not-to-exceed amount of \$10,560.00 for a total three-year cost of \$31,680.00. General Maintenance funds are budgeted through the end of FY2023 and the new contract amounts and allocations will be included in the FY2024 budget submission. Previous City Council Action: At its regularly scheduled meeting on July 17, 2020, the City Council approved a three-year elevator maintenance agreement with TK Elevator which expires July 26, 2023.

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? 7/17/2020

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 7/17/2023

Purchasing Memo Date: 7/17/2023

Delivered To Date: 7/17/2023

Request Approved Date: 7/17/2023

Request Approved Date: 7/17/2023

Approved Date: 7/17/2023

Signatures: Suzanne Doughty
Suzanne Doughty

Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan

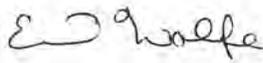


MEMO

Sherry Sullivan
Mayor

To: **Suzanne Doughty, Senior Accountant**
Kimberly Creech, Treasurer

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

From: 
Erin Wolfe, Purchasing Manager

Date: July 17, 2023

Lisa A. Hanks, MMC
City Clerk

Re: **Green Sheet and City Council Approval of Elevator Maintenance Agreement with TK Elevator Corporation**

Kimberly Creech
Treasurer

The Public Works Streets Department Assistant Director, George Ladd, is requesting approval of a three (3) year maintenance agreement with TK Elevator for the maintenance of four (4) City elevators. The locations of the elevators are:

Fairhope Museum	24 N. Section Street
Fairhope Recreation Center	803 N. Greeno Road
Fairhope Library	601 Fairhope Avenue
Fairhope Parking Garage	23 N. Section Street

The cost of this contract is Eight Hundred Eighty Dollars (\$880.00) per month, or Ten Thousand Five Hundred Sixty Dollars (\$10,560.00) per year.

This service with TK Elevator is through the Sourcewell purchasing cooperative (Sourcewell Contract #080420) and therefore does not have to be let out for bid.

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this three year maintenance agreement for a not to exceed annual amount of \$10,560.00.

CC file, Richard Johnson, George Ladd, Clint Steadham

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

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

Sourcewell Maintenance Agreement – #080420

for the Protection of Vertical Transportation Equipment

- A. THIS AGREEMENT (hereinafter "Agreement") made and entered into on July 26th, 2023 by and between City of Fairhope having an address of PO DRAWER 429 Fairhope, AL 36533-0429 hereinafter referred to as "Purchaser"), and, TK Elevator Corporation, a Delaware corporation, having an address of 3100 Interstate n Circle SE Atlanta, GA 30339 (hereinafter referred to as "Contractor"). In consideration of the mutual covenants contained herein, Contractor agrees to perform the services described herein and Purchaser or its members agree to pay the amounts described herein, all on the terms and conditions set forth in this Agreement.

WHEREAS,

- B. The Purchaser is engaged either as a real property owner or manager (or as a part in joint ventures or consortiums to that effect); and
- C. The Service Provider is engaged in the business of servicing and repairing elevators, escalators and other vertical transportation equipment.

NOW THEREFORE, the Parties hereto agree as follows:

1. BACKGROUND

The Purchaser and the Service Provider desire to enter into this Agreement as a long term commitment for the maintenance and repair of Purchaser's vertical transportation equipment as further described in this Agreement. Under the Agreement the Purchaser may issue written requests to the Service Provider to provide certain vertical transportation maintenance services at locations controlled by Purchaser. The Agreement is to provide an umbrella for those location-specific written requests for vertical transportation maintenance services issued by the Purchaser.

2. GOVERNING DOCUMENTS

The following documents form and are an integral part of this Agreement and are to be taken as mutually explanatory of one another. In the case of any ambiguity or discrepancy between the documents forming the Agreement, then the priority of the documents will be in the order as listed below, unless otherwise agreed in writing between the parties:

- (a) Each individual location requirement (as specified at the time of ordering by the Purchaser). An Location requirement shall be considered "Accepted" if it is fully executed by a duly authorized representative of both the Purchaser and the Service Provider and provided to the Service Provider;
- (b) This Agreement;
- (c) Any other document mutually agreed and signed by the parties, forming part of this Agreement.

3. PERFORMANCE

Service Provider will provide the services and/or scope of work applicable to all vertical transportation equipment described on any fully executed and properly delivered Agreement (the "equipment") on the terms and conditions set forth in this Agreement (the "Services"). The term "Property" hereinafter will refer to the real property of the Purchaser on which the equipment is located. Service Provider will use trained

personnel directly employed and supervised by Service Provider or sub-contractors. They will be qualified to keep Purchaser's equipment properly adjusted, and they will use all reasonable care to maintain that equipment in proper operating condition. Service Provider will regularly and systematically examine, adjust and lubricate as required, and, in Service Provider's sole opinion, if conditions warrant, Service Provider will repair or replace all equipment parts and devices not specifically excluded by this Agreement.

The Services shall be performed in a diligent and first class manner, with quality supplies, materials, equipment and workmanship and in such a manner so as to minimize the possibility of any annoyance, interference, or disruption to tenants or other occupants of the Property and their invitees. Upon completion of the Services, Service Provider shall restore the Property to its original condition and shall leave the Property clean and free of all tools, equipment, waste materials and rubbish.

Service Provider will service Purchaser's equipment and its component parts in their present condition with the understanding that Service Provider shall neither be required nor obligated to service, make renewals or repairs upon the equipment by reason of negligence, obsolescence, misuse of the equipment, loss of power, blown fuses, tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls or by any other reason or any other cause beyond Service Provider's control, except ordinary wear and tear from the commencement date of this agreement. With the passage of time, equipment technology and designs will change. If any part or component of any equipment described in a NFA cannot, in Service Provider's sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. Purchaser will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, Service Provider will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will Service Provider be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Any work not specifically covered under this agreement shall be at Purchaser's sole expense.

The Service Provider may propose changes to the Services by informing the Purchaser in writing. To be binding, such changes must be approved by authorized representatives of both parties in writing. The Parties may also, at any time, agree to add new Services at agreed prices to be covered by this Agreement. To be binding, such additions must be approved by corresponding authorized representatives of both parties in writing.

Pledge of Purchaser Satisfaction

- 3.1 In the event that Purchaser elects to undertake an audit of the service provided under this Agreement and any Location(s) Agreement, such audit must be announced in writing at least ten (10) working days in advance. If any non-compliance is identified in writing to the Service Provider at the address set forth in this Agreement, whether pursuant to an audit or under any other circumstances, the Service Provider will begin to take appropriate measures to remedy such non-compliance within thirty (30) days thereafter.
- 3.2 The Purchaser and the Service Provider shall appoint appropriate personnel to meet regularly at local and global levels and at such intervals as is deemed necessary to enable the parties to discuss and review the performance of both parties of their respective obligations under this Agreement. The reviews will take place in order to:
 - a) Monitor the effectiveness and efficiency with which this Agreement is being implemented;
 - b) Agree to mutual objectives and timescales;
 - c) Assess the overall performance of this Agreement by each party;
 - d) Review business implications, targets and risks;

- e) Review whether this Agreement is being conducted in the spirit it was intended; and
- f) Assess, under this review process, the need to amend or update the performance criteria included in this Agreement.

4. INDEPENDENT CONTRACTOR RELATIONSHIP:

Service Provider shall assume all duties under this Agreement as an independent contractor, and shall not be deemed for any purpose to be an agent, servant, or representative of Purchaser. Purchaser shall have no direct control of Service Provider, its agents, or subcontractors in the performance of the work hereunder. Nothing contained herein shall be construed to be inconsistent with such independent contractor relationship.

5. BY HIGHLY-TRAINED SERVICE PROVIDER PROFESSIONALS:

Service Provider employs and supervises elevator technicians who are among the most trusted in the industry and who will provide all maintenance courteously and dependably. Service Provider's elevator technicians receive ongoing training in general equipment development as well as advancements made to Purchaser's specific equipment.

6. ASSURANCE OF SERVICE PROVIDER'S STANDARD OF QUALITY:

To help increase elevator performance and decrease downtime, Service Provider's technicians utilize the latest industry methods and technology available to Service Provider for Purchaser's specific brand of equipment. They will be equipped with the tools, documentation and knowledge to troubleshoot Purchaser's unique system.

Behind Service Provider's technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a family of engineers and field support experts. Service Provider's International Technical Support facility in Texas continuously researches advancements in the industry and in Purchaser's equipment.

7. EXTENT OF COVERAGE:

Service Provider will perform the following Services with respect to any equipment described on any fully executed location requirement:

7.1 TRACTION ELEVATORS:

Service Provider agrees to and shall maintain the traction elevator equipment described on any Location Agreements on the following terms and conditions:

7.1.1 Service Provider will use trained employees directly employed and supervised by Service Provider. Such employees shall be qualified to keep the Equipment properly adjusted, and Service Provider will use all reasonable care to maintain the Equipment in proper and safe operating condition.

7.1.2 Service Provider will regularly and systematically examine, adjust, clean and lubricate the following as required, and if conditions warrant, repair or replace the same:

7.1.2a Machine worm gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, contact linings and component parts;

7.1.2b Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings;

7.1.2c Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers, and all control components;

7.1.2d Controller, selector and dispatching equipment, leveling devices and cams, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro computer devices, steel selector cable or tape, and mechanical and electrical driving equipment;

7.1.2e Governor, governor sheave and shaft assembly, bearings, contacts, and governor jaws;

7.1.2f Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheaves assembly, counterweight and counterweight guide shoes including rollers or gibs;

7.1.2g Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices and all fastening devices and associated reinforcement in attached components;

7.1.2h Hoistway entrance door sill areas beyond the entrance frame opening; will be cleaned.

7.1.2i Automatic power operated door operator, car door hanger, car door contact, door protective device, car ventilation system platform, load weighing equipment, car safety mechanism, elevator car guide shoes, gibs or roller;

7.1.3 Service Provider shall maintain the individual minimum performance standards defined below:

7.1.3a "Start to Stop Time" as measured from the moment the car begins motion till the time it stops for a single floor run.

7.1.3b "Door Open Time" as measured from the fully closed door position to a fully open stopped position.

7.1.3c "Door Close Time" as measured from the fully open door position to a fully closed stopped position. Door closing pressure shall not exceed 30 lbs.

7.1.3d "Leveling Accuracy" as measured from car sill to landing sill at a fully stopped position under all load conditions.

7.1.3e "Rated Speed" as the same shall be that noted and shall not vary by more than 5% regardless of direction or load.

7.1.4 Service Provider shall maintain the Rated Speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer and perform the necessary adjustments as required to maintain the original Door Open Time and Door Close Time, within limits of applicable codes, or to adjust and maintain revised Door Open Time and/or door close Time upon direction of Purchaser.

7.1.5 Service Provider shall maintain smooth ride quality, smooth acceleration and deceleration and comfortable stop.

7.1.6 Service Provider shall maintain positive and quiet door operation with rapid and smooth checking at limits of travel. Service Provider shall annually, check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer or to adjust and maintain revised settings upon direction of Purchaser.

7.1.7 Service Provider shall examine periodically all safety devices and governors and conduct an annual no-load test.

7.1.8 Service Provider shall calibrate load-weighing devices to Purchaser's selected settings, after annual and, as applicable, five-year safety tests are conducted.

7.1.9 Service Provider shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension on all hoist and compensation ropes, lubricate ropes appropriately and when necessary remove all residue and accumulated deposits from the rope surface and shorten ropes and chains as required to provide legal and reasonable bottom clearances.

7.1.10 Service Provider shall repair or replace conductor cables and hoistway and machine room elevator wiring in such a way as to maintain the percentage of spare conductors present at the acceptance of the location requirement. In no case shall the number of spare conductors be less than 5%.

7.1.11 Service Provider shall furnish lubricants compounded to the manufacturer's rigid specifications.

7.1.12 Service Provider shall make other safety tests recommended or directed by all applicable governmental authorities in force at the time of the acceptance of the Agreement. Service Provider shall not be required to install new attachments on the elevators recommended or directed by insurance companies, or by governmental authorities, nor to make replacements with parts of a different design recommended or directed by insurance companies, or by governmental authorities.

7.1.13 Service Provider shall coordinate all testing requiring an independent witness or inspector with the Purchaser's appointed representative.

7.1.14 Service Provider shall not be required to make renewals or repairs necessitated by reason of Purchaser's negligence or Purchaser's misuse of the Equipment or by reason of any other cause beyond Service Provider's reasonable control except ordinary wear and tear.

7.1.15 Service Provider shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment:

7.1.15a All handicap devices;

7.1.15b All elevator related earthquake devices if applicable

7.1.16 Service Provider shall have no responsibility for the following items of Equipment, which are not included:

7.1.16a the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power

switches, breaker, feeders to controller, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this Agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2 HYDRAULIC ELEVATORS:

Service Provider agrees to and shall maintain the hydraulic elevator equipment described on any fully executed Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to hydraulic elevators, with the following additions:

7.2.1 Service Provider shall have no responsibility for the following items of Equipment in addition to those listed in provision 7.1.16a above: the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, hydraulic elevator jack, hydraulic elevator outer casing, any type of underground piping or other material, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2.2 Filters, mufflers and muffler components are included.

7.2.3 Service Provider shall periodically examine all safety devices and conduct pressure tests and other tests required by ANSI A1 7.1 or other applicable codes.

7.2.4 Service Provider shall periodically conduct an inspection of hydraulic fluid to detect contaminants and assure proper viscosity, make necessary corrections and replace fluid as required and furnish hydraulic fluid compounded to the manufacturer's rigid specifications.

7.2.5 Service Provider shall clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.

7.3 ESCALATORS:

Service Provider agrees to and shall maintain the escalator equipment described on any Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to escalators, with the following additions:

7.3.1. Controller, all relays, contacts, coils, resistance for operating and motor circuits, operating transformers and operating rectifier;

7.3.2 Handrail, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step tread, step wheels, step chains, step axle bushings, comb plates, floor plates and tracks;

7.3.3 Upper drive, upper drive bearings, tension sprocket bearings, upper newel bearings, lower newel bearings;

7.3.4 All balustrade fastenings, deck and trim fastenings (screws, clips, etc.);

7.3.5 Skirt panels and panel finishes;

7.3.6 Escalator under-step lighting and balustrade panel and skirt lighting;

7.3.7 Upper and lower pit equipment spaces, pit lights, trusses and inclined truss pans.

7.3.8 Service Provider shall examine periodically (at intervals not longer than six months) all normal operating devices and equipment in accordance with ANSI A17.1, Section 1007 and conduct annual inspections and tests of all safety devices, brakes, step up thrust devices and governors in accordance with ANSI A17.1, Section 1008. If required, the governor will be calibrated and sealed for proper tripping speed.

7.3.9 Service Provider shall have no responsibility for the balustrade finishes, deck and trim finishes, wedge guards and exterior truss enclosures.

8. PARTS INVENTORY

Service Provider maintains a comprehensive parts inventory to support its field operations. Replacement parts are stored throughout North America in Service Provider's facilities and are normally available as necessary. Most specialized parts are available within 24 hours, seven days a week. All replacement parts used in Purchaser's vertical transportation equipment will be new or refurbished to meet the quality standards of Service Provider.

9. TESTING

Service Provider will, at its discretion and expense, perform governor and safety tests on traction elevators or annual relief pressure tests on hydraulic elevators per local and State codes. Service Provider assumes no responsibility for the operations of the governor or safety on traction elevators, or the hydraulic system on hydraulic elevators, under the terms of this Agreement until all applicable and governmentally-mandated tests have been made. Should the systems not meet applicable safety code requirements, it shall be the responsibility of the Purchaser, at its sole cost, to make necessary repairs and to place the equipment in a condition, which will be acceptable for coverage under the terms of this Agreement. Service Provider shall not be liable for damage to the building structure or the elevator resulting from any testing of any type or kind at any time.

10. COMPLIANCE WITH LAWS:

The rights and duties arising under this Agreement shall be governed by the laws of the State in which the Property is located. In performing the Services required under this Agreement, Service Provider shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations. In the event that any portion of this Agreement is determined to be against public policy or statute, then all other provisions shall remain in full force and effect.

11. TERM:

Service under the terms and conditions of this Agreement shall be for an initial non-cancelable period of (3) years commencing on the date specified in the fully executed Location(s) Agreement and shall automatically be renewed for successive 3 periods thereafter, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial (3) year period, or ninety (90) days before the end of any subsequent (3)year renewal period. Time is of the essence.

The term (length of contract) of maintenance agreements signed under the Sourcewell Contract may exceed the term of the Sourcewell Agreement. The terms and conditions of the Sourcewell Agreement in effect at the date the maintenance agreement is signed will remain in effect for the duration of members' local maintenance agreement. Maintenance Agreements can be as long as the Sourcewell members request provided they are in accordance with local laws and regulations.

12. AFTER HOURS WORK

All Services are to be provided during Service Provider's regular working hours of its regular working days unless otherwise specified below.

For specified locations marked as "Gold" within the Exhibit "A", any overtime work requested by the Purchaser, Purchaser agrees to pay us overtime labor at our normal billing rates, including travel time, travel expenses, and time spent on the property.

For specified locations marked as "Bronze" within the Exhibit "A", all repair and/or replacements are excluded. All such work under the Bronze Agreement is subject of separate billing. For all business hours and overtime calls, Contractor will include our services at an additional cost. We will furnish the necessary lubricants (other than hydraulic fluid) and cleaning materials at no additional charge.

Special Considerations

TK Elevator does not accept responsibility to test, maintain, repair, or replace any inverted, twin-post, or telescopic jacks, valves, and/or motors under the coverage of this maintenance agreement and they are specifically excluded from these terms and conditions. Any required repair or replacement of this equipment will be billed to Purchaser at TK Elevator's current "time and material" billing rates.

13. PRICING:

(Please See Exhibit A) The Price of Service Provider's service as herein stated shall be specifically set forth on any fully executed Location Agreement(s), payable as agreed upon between the Service Provider and the Purchaser. Those prices are net of all taxes, duties and other levies. Those prices are valid for a period of one (1) year, commencing on the effective date of each respective Location(s) Agreement. Each such period of one year (365 consecutive days) shall be called a "Fixed Price Period". Since Service Provider's costs to provide Purchaser with the Services may increase, the Service Provider shall review and adjust the Monthly Payment Amount for each Location Agreement(s) at the end of each twelve (12) month period. Eighty percent (80%) of the Agreement price for each Location Agreement(s) shall be adjusted to reflect any increase in labor costs based on the straight time rate of elevator mechanics in the local area where the Property is located. The remaining twenty percent (20%) shall be adjusted to reflect any increase in material costs based on the Producer Price Index for Metals and Metal Products as published by the United States Department of Commerce, Bureau of Labor Statistics. However, in no event shall the total price escalations at the end of each twelve (12) month period be no more than four percent (4%) in any subsequent one (1) year period. Service Provider shall provide thirty (30) days advance written notice to Purchaser of all price adjustments referenced in this paragraph.

Should equipment covered by any Location Agreement be modified by the Purchaser during the pendency of any Location Agreement the parties will endeavor to reach a written agreement on a modified price for the Services applicable to that equipment. Should those parties fail to reach a written agreement on a modified price then that equipment will be removed from the applicable Location Agreement and the applicable Purchaser shall remain financially responsible to the Service Provider for the Service Provider's lost profits associated with the Services originally designated for that piece of equipment at the original, agreed-to price for the remaining term of the applicable Location Agreement. The price is subject to increase in the event the existing equipment is modified from its present state. A service charge of 1 ½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. Time is of the essence.

14. INSURANCE REQUIREMENTS:

At its sole expense, Service Provider shall carry and maintain throughout the term of any fully executed Location Agreement the insurance described below. The all risk and liabilities policies must each contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to Purchaser.

Before the commencement of the Services, Service Provider shall submit to Purchaser a Certificate of Insurance showing that all insurance requirements have been met. If any policy expires during the term of any fully executed Location Agreement(s), it shall automatically be renewed and a new Certificate of Insurance shall be sent immediately to Purchaser.

Workers' Compensation Statutory Limits

Employer's Liability	\$1,000,000 each accident
	\$1,000,000 policy limit-disease
	\$1,000,000 disease-each employee

General Liability

This shall include all major divisions of coverage and be on a commercial occurrence form. It shall include premises operations, products and completed operations, contractual, and personal injury.

Limits Primary:	\$2,000,000 each occurrence – BI & PD
	\$2,000,000 general aggregate
	\$2,000,000 personal injury & adv. Injury

Automobile Liability and Property Damage

This shall be on an occurrence basis with a combined single limit of \$2,000,000. It shall include all automobiles owned, leased, hired or non-owned.

15. PURCHASER RESPONSIBILITIES:

Product Information. Purchaser agrees to provide Service Provider with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement. Purchaser agrees to authorize Service Provider to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back up of the software embodied therein. These items will remain Purchaser's property.

Safety. Purchaser agrees to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. Purchaser agrees to report immediately any condition that may indicate the need for correction before the next regular examination. Purchaser agrees to shut down the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment, notifying Service Provider at the address and phone number listed on any fully executed Location(s) Agreement at once, and written notice within ten (10) days after any occurrence or accident in or about the elevator. Purchaser agrees to provide Service Provider's personnel a safe place in which to work. Service Provider reserves the right to discontinue work in the building whenever, in Service Provider's sole opinion, Service Provider's personnel do not have a safe place in which to work. Purchaser agrees to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room at a temperature of 50°F minimum to 90°F maximum. Purchaser also agrees to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, Purchaser will contract with others for removal and the proper handling of such liquids.

Other. Purchaser agrees not to permit others to make alterations, additions, adjustment, or repairs or replace any component or part of equipment during the term of any fully executed Location(s) Agreement. Purchaser agrees to accept Service Provider's judgment as to the means and methods to be employed for any corrective work under this agreement. In the event of the sale, lease or other transfer of the elevator(s) or equipment described in any fully executed Location(s) Agreement, or the premises in which they are located, Purchaser agrees to see that such successor is made aware of that Location(s) Agreement and assumes and agrees to be bound by the terms of those documents for the balance of the Location(s) Agreement, and subject to termination herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the Location(s) Agreement.

Items Not Covered. Service Provider does not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, intercommunication devices, security systems not installed by Service Provider, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this Agreement.

16. EXCLUSIVITY

This Agreement is an exclusive frame agreement, which means that the Purchaser only undertakes to buy the Services, or parts thereof, from the Service Provider from the date that this Agreement is fully executed.

17. EXCUSABLE DELAYS

The Service Provider shall not be liable for delay in performing or for failure to perform its obligations under this Agreement or any location requirement if such delay or failure results from any of the following causes: (i) Acts of God, (ii) the act of any government or authority (including the denial or cancellation of any export license or other necessary license), (iii) the outbreak of wars, terrorism, insurrections, (iv) fire, explosion, flood (v) and strike, lock-out or other industrial action which is beyond the Service Provider's control or (vi) any other cause of any nature which is beyond the applicable Service Provider's control.

18. TERMINATION AND REMEDIES

18.1 The Service Provider has the right (but not the obligation) to terminate this Agreement or any location Agreement with 30 day's prior written notice in case of the Purchaser's failure to comply with any terms of this Agreements or any Location Agreement. Termination of a Location(s) Agreement shall not have effect on other existing Locations associated with this Agreement, which shall be completed in accordance with these terms and conditions. If such failure is remedied within the said 30 days period, this right to terminate shall expire.

18.2 The provisions of this Agreement, and the right and remedies of a party in the event of the other party's breach under this Agreement (including the breach of any warranty) are cumulative and are without prejudice to all other rights and remedies available to it and may have at law or otherwise; no exercise by a party of any one right or remedy under this Agreement, or at law or otherwise, shall operate so as to hinder or prevent the exercise of any other such right or remedy. However, in no event shall one party to this Agreement be liable to the other party for any indirect or consequential loss or damage, including but not

limited to loss of profit, loss of production, loss of interest or otherwise, which may be suffered by the other party in connection with the entering into or operation of this Agreement.

19. ASSIGNMENT

Purchaser may not assign, transfer, novate, sub-contract or otherwise dispose of any of its rights and obligations under this Agreement without the prior written consent of the Service Provider. Notwithstanding the above, Service Provider may without the consent of the Purchaser; use subcontractors for the performance of any Services purchased by the Purchaser under this Agreement or a local agreement. The use of subcontractors to provide Services shall in no way relieve the Service Provider of its responsibilities and obligations towards the Purchaser under this Agreement or a local agreement.

20. HEALTH & SAFETY, ENVIRONMENTAL AND QUALITY

The Service Provider and the Purchaser shall work towards the prevention of accidents aiming for zero accidents and the creation of a safer work environment.

21. ETHICAL COMMITMENT

The Service Provider has an extensive corporate compliance program and its employees are expected to maintain the highest level of ethical and legal conduct at all times during the term of the Agreement and expects the Purchaser to act in a like manner. Should the Purchaser suspect that the Service Provider or its employees have engaged in any illegal or unethical conduct, such suspicions must be reported through the Service Provider's toll-free compliance hotline at 1-866-572-1739.

22. MISCELLANEOUS

22.1 The headings in this Agreement shall not affect its interpretation.

22.2 Throughout this Agreement, whenever required by context, the use of the singular number shall be construed to include the plural, and the use of the singular number shall be construed to include the plural, and the use of the plural the singular, and the use of any gender shall include all genders.

22.3 Should any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

22.4 The waiver or forbearance or failure of a party in insisting in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligations in respect of such future performance shall continue in full force and effect.

22.5 In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due thereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

22.6 Purchaser hereby waives trial by jury and agrees that this Agreement and any applicable Location(s) Agreement shall be construed and enforced in accordance with the laws of the state where the equipment described on the applicable Location(s) Agreement is located. Purchaser further agrees to jurisdiction of the courts, both state and Federal, of the state in which the equipment set forth on the applicable Location(s) Agreement is located as to all matters and disputes arising out of this that Location(s) Agreement.

22.7 The liability of the Service Provider under this Agreement shall not exceed the value of the Services remaining on the then current and unexpired term of the applicable Location(s) Agreement.

22.8 This Agreement supersedes all prior oral or written agreement between the Service Provider and the Purchaser and constitutes the entire agreement between the parties with respect to the services and work performed hereunder.

23 NOTICES:

Every notice or other communication to be given by either party to the other with respect to this Agreement(s), shall be given by personal delivery, by facsimile or by United States registered or certified mail postage prepaid, return receipt requested, addressed as hereinafter provided. Except as otherwise specified herein, the time period in which a response to any notice or other communication must be made, if any, shall commence to run on the earliest to occur of (a) if by personal delivery, the date of receipt, or attempted delivery, if such communication is refused; (b) if given by telecopy, the date on which such telecopy is transmitted and confirmation of delivery, or attempted delivery, thereof is received; and (c) if sent by mail (as aforesaid), the date of receipt or delivery is refused. Until further notice, notices and other communications under this Agreement shall be addressed to the parties at:

FILL IN THE CONTACT INFORMATION FOR USA OPERATIONS FOR PURCHASER HERE
TK Elevator Corporation
3100 Interstate N Circle SE Suite 500
Atlanta, GA 30339
Attn: International Account Contract Administrator

This Agreement has been prepared in duplicate, of which each party has received a copy.

TK Elevator: Opportunity ID:

ACCEPTED:

PURCHASING COMPANY NAME

TK ELEVATOR CORP.

BY:

Signature of Authorized Individual

BY:

TITLE:

TITLE:

Branch Account Executive

DATE:

DATE:

TK ELEVATOR CORP. APPROVAL:

BY:

Mark Hintz

TITLE: V P Contracts

DATE: 7/14/2023

Exhibit "A"
Property list/Location
Contract Type and Price

Location Name: City of Fairhope

Location Address: Various

Building Name	Address	Equipment Type	Nickname	Legal ID	OEM Serial #	Stops
Fairhope Museum	24 N Section St	Hydraulic	ONLY	ALE0333 66	A-845	2
FAIRHOPE REC CENTER	803 N Greeno Rd	Hydraulic	ONLY	ALE3380 9	246552	2
Fairhope Library	501 Fairhope Ave	Hydraulic	1	ALE33187	EV9239	2
Fairhope Parking Garage	23 N Section St	Hydraulic	ONLY	ALE03378 4	N/A	4

Unit Count: 4

Unit Type: Hydraulic/Lift

Contract Type: Blended (GOLD/BRONZE)

Billing Frequency: Quarterly

Contract Price: \$880.00 per month

- Fairhope Museum = \$100

- Fairhope Rec Center = \$260

- Fairhope Library = \$260

- Fairhope Garage = \$260



CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: George Ladd

Date: 7/17/2023

Department: Public Works

Expenditure Threshold**	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
Utilities \$5,001-\$10,000	Operational NON -Budgeted	Three	Treasurer/Mayor	N/A	N/A
Greater than: Gen Govt - \$5,001 Utilities - \$10,001	Operational NON -Budgeted	Three	Council	Required	Required
Gen Govt - \$5,001-\$15,000 Utilities - \$10,001 - \$15,000	Operational Budgeted	Three	Treasurer	N/A	N/A
Over \$15,000/\$50,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	N/A	N/A
Over \$15,000/\$50,000	Operational Budgeted	Bids	Council	Required	Required
Professional Service Over \$5,000	Budgeted or Non-Budgeted	Mayor Select	Council	Required	Required

*Budgeted items that meet or are under budget may be purchased with the Mayor and/or Treasurer's approval if they are on the State Bid list or from an approved buying group. Items that are over budget must go to Council for approval and will require a green sheet and resolution.

**Expenditure Threshold is a combined total of labor and materials, including materials provided by the City. If the total amount is within \$10,000 of the listed threshold, Purchasing/Treasurer may require a formal bid due to potential materials cost increases.

QUOTES

Vendor Name	Vendor Quote
1. <u>TK Elevators</u>	\$ <u>880.00 per month</u>
2. <u>Click or tap here to enter text.</u>	\$ _____
3. <u>Click or tap here to enter text.</u>	\$ _____

Check any applicable boxes: State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? Elevator service contractor for the city owned elevators
2. What is the total cost of the item or service? 880.00 per month / \$10560 per year
3. How many do you need? 1
4. Item or Service Is: New Used Replacement Annual Request
5. Vendor Name (Lowest Quote): TK Elevators
6. Vendor Number: 24157

If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

1. Is it budgeted? Yes No Emergency Request
2. If budgeted, what is the budgeted amount? \$10,560.00 in FY 2024 budget
3. Budget code: multiple codes

Email completed form with quotes and other supporting documentation to
Erin.Wolfe@FairhopeAL.gov and Rhonda.Cunningham@FairhopeAL.gov.

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection by Mayor Sherry Sullivan for (RFQ PS23-026) Southern Earth Sciences, Inc. to perform Professional Services for Sampling, Testing and Assessment of the Retired Church Street and Nichols Avenue Substation Properties; and hereby authorizes the Mayor to execute a Contract with a not-to-exceed amount of \$26,000.00.

DULY ADOPTED THIS 24TH DAY OF JULY, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/17/2023

Please return this Routing Sheet to Treasurer by ASAP

Project Name: Approve Procurement of Professional Engineering Services (RFQ PS23-026) for Retired Substation Properties

SAH

Project Location: Church Street and Nichols Avenue Substation Properties

Presented to City Council: 7/24/2023

Resolution # :
Approved _____
Changed _____
Rejected _____

Funding Request Sponsor: Richard Johnson, Public Works Director
Ben Patterson, Electric Superintendent

Project Cash Requirement Requested:
Cost: \$ 26,000.00 (not to exceed)

Vendor: Southern Earth Sciences (Vendor #20936)

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: 003-50290
G/L Acct Name: Professional Services - Electric

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

Project Budgeted: \$ 26,000.00 not to exceed
Balance Sheet Item-
Included in projected _____
cash flow _____

Over (Under) budget amount: \$ _____

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

Capital Lease: _____ Payment _____ Term _____

Approve the procurement of Professional Services to be provided by Southern Earth Sciences. Southern Earth Sciences was the only vendor to respond to RFQ PS23-026 and subsequently selected as vendor by the Mayor, Sherry Sullivan, on July 14, 2023. Authorize the Mayor to execute the agreement in the not-to-exceed amount of \$26,000.00. The services are necessary for the retired Church Street and Nichols Avenue Substation Properties as prescribed by the US EPA Guide for Environmental Professionals when retiring former Substation sites.

City Council Prior Approval/Date? N/A

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 7/17/2023

Purchasing Memo Date: 7/17/2023

Delivered To Date: 7/17/2023

Request Approved Date: 7/17/2023

Request Approved Date: 7/17/2023

Approved Date: 7/17/2023

Signatures: *Suzanne Doughty*
Suzanne Doughty

Kirk Creech
Kirk Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

Sherry Sullivan
Mayor

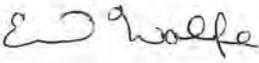
Council Members:

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

To: Lisa Hanks, City Clerk
Kim Creech, Treasurer

From: 
Erin Wolfe, Purchasing Manager

Date: July 17, 2023

Re: RFQ PS23-026 Professional Services for Sampling, Testing and Assessment of the Retired Church Street and Nichols Avenue Substation Properties

The Director of the Public Works Department, Richard Johnson, and the Superintendent of the Electric Department, Ben Patterson, are requesting the hiring of professional services for **RFQ PS23-026 Professional Services for Sampling, Testing and Assessment of the Retired Church Street and Nichols Avenue Substation Properties.**

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 Southern Earth Sciences, Inc. to perform the professional service.

The work to be performed is to conduct sampling, testing and assessment for clearance and closeout of the retired Church Street and Nichols Avenue Substation Properties. These activities are prescribed by the US EPA Guide for Environmental Professionals when retiring former Substation sites.

Southern Earth Sciences, Inc. has submitted a proposal for these services for Twenty-Six Thousand Dollars (\$26,000.00).

Please place on the next available City Council Agenda this request for City Council to Approve the selection by the Mayor for RFQ PS23-026 Professional Services for Sampling, Testing and Assessment of the Retired Church Street and Nichols Avenue Substation Properties and authorize the Mayor to execute a contract with a not-to-exceed amount of Twenty-Six Thousand Dollars (\$26,000.00).

Cc: file, Richard Johnson, Ben Patterson, Mayor Sherry Sullivan

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

251-928-2136 (p)

July 13, 2023

Mr. Richard Johnson, PE
Public Works Director
City of Fairhope
161 North Section Street
Fairhope, Alabama 36532

RE: Proposal for Polychlorinated Biphenyls Assessment
Church and Nichols Avenue Substations
Fairhope, Alabama
SESI Proposal No.: XM23-340

Dear Mr. Johnson:

Southern Earth Sciences, Inc. (SESI) appreciates the opportunity to submit this fee proposal to perform sampling activities at the two above listed former electrical substations. The assessment is based on the *US EPA Polychlorinated Biphenyls (PCB) Guide for Environmental Professionals*, December 2019. It is our understanding that PCB transformers and equipment may have been used on-site historically.

Church Substation

Based on the EPA guidance, SESI is proposing to advance fifty (50) borings, via hand auger, at this location. A total of 50 soil samples will be collected for analyses for PCB Archlors. The borings will be advanced to a depth of one foot below land surface. Following receipt of the laboratory results, a report will be prepared detailing the soil boring activities, results and include any recommendations for additional activities.

Nichols Substation

Based on the EPA guidance, SESI is proposing to advance seventy-eight (78) borings, via hand auger, at this location. A total of 78 soil samples will be collected for analyses for PCB Archlors. For budgetary purposes, we are estimated the collection of 30 wipe samples (concrete/hard surface) in addition to the soil samples. The borings will be advanced to a depth of one foot below land surface. Following receipt of the laboratory results, a report will be prepared detailing the soil boring activities, results and include any recommendations for additional activities.

**Church and Nichols Avenue Substations
SESI Proposal XM23-340**

ESTIMATED FEES FOR SERVICES

Based on the scope, we would estimate the fees for this project to total approximately \$26,000.00.

Church Substation Breakdown

Field Sampling	\$3200
Report Preparation	\$2000
Laboratory (including 10% markup)	\$4350

Nichols Substation Breakdown

Field Sampling	\$5000
Report Preparation	\$2000
Laboratory (including 10% markup)	\$9376

Attached are our Terms & Conditions, which should be considered an integral part of our estimate. Please execute the enclosed **WORK AUTHORIZATION SHEET** and return a copy to us. Your signature will formally authorize us to proceed with the scope of work discussed and will aid us in invoicing.

We appreciate the opportunity to submit this proposal and look forward to the prospect of working with you. If you have any questions, please call.

SOUTHERN EARTH SCIENCES, INC.

Sincerely,

Eric A. Guarino, P.G.
Environmental Department Manager

eag

ALABAMA

CORPORATE OFFICE
 P.O. Box 160745
 Mobile, AL 36616
 Ph: 251-445-4354
 Fax: 251-345-9453

MOBILE OFFICE

5460 Rangeline Road
 Mobile, AL 36619
 Ph: 251-344-7711
 Fax: 251-443-9000

MONTGOMERY OFFICE

1414 I-85 Parkway
 Montgomery, AL 36106
 Ph: 344-260-6227
 Fax: 334-260-6229

SUMMERDALE OFFICE

105 Highway 59 N
 Summerdale, AL 36580
 Ph: 251-989-7726
 Fax: 251-989-6722

FLORIDA**DESTIN OFFICE**

150 Industrial Park Road
 Suite 6
 Destin, FL 32541
 Ph: 850-837-9966
 Fax: 850-837-9967

PANAMA CITY OFFICE

7500 McElvey Road, Ste. A
 Panama City Beach, FL 32408
 Ph: 850-769-4773
 Fax: 850-888-9967

PENSACOLA OFFICE

707 E. Cervantes St
 Ste. B, #198
 Pensacola, FL 32501
 Ph: 850-775-3283

TALLAHASSEE OFFICE

3642 Peddie Drive
 Tallahassee, FL 32303
 Ph: 850-576-4652
 Fax: 850-576-4710

LOUISIANA**BATON ROUGE OFFICE**

11638 Sun Belt Court
 Baton Rouge, LA 70809
 Ph: 225-751-1727
 Ph: 225-356-4355
 Fax: 225-752-1467

MANDEVILLE OFFICE

1933 Surgi Drive, Ste. A
 Mandeville, LA 70448
 Ph/Fax: 985-626-1438

NEW ORRANNDYNS OFFICE

725 South Genois Street
 New Orleans, LA 70119
 Ph: 504-486-5595
 Fax: 504-486-5598

LOUISIANA**LONG BEACH OFFICE**

626-D West Railroad Street
 Long Beach, MS 39560
 Ph: 228-868-6618



SOUTHERN EARTH SCIENCES

Geotechnical | Environmental | Materials Testing

WORK AUTHORIZATION SHEET

Billing Name	City of Fairhope		
Address	161 North Section Street		
City	Fairhope	State	AL Zip 36532
Phone	Cell	Fax	
email			
Project Name	Substation PCB Sampling		
Proposal Number	XM23-340	Project Location	Fairhope, AL
Additional Reports			
Address			
City		State	Zip
Phone	Cell	Fax	
email			

Attached are our Terms & Conditions, which are adopted as part of our proposal. In order to authorize us to proceed with our services, please execute this document by signing below and returning a copy to us.

Prepared by:


 Southern Earth Sciences, Inc.

July 13, 2023

Date

Eric Guarino

Print or Type Name of Representative

Authorized by:

 Signature of Client Representative

 Date

 Print or Type Name of Representative



TERMS AND CONDITIONS

Project: Fairhope Substation PCB Sampling

Client: City of Fairhope

Proposal No: XM23-340

Section 1 - RIGHT OF ENTRY

1.1 The client will provide right of entry for SESI and SESI's subcontractors, and all necessary equipment in order to complete the work.

1.2 While SESI will take reasonable precautions to minimize any damage to the property, the client must understand that in the normal course of work some damages may occur, the correction of which is not part of this agreement.

Section 2 - UTILITIES

2.1 In the execution of this work, SESI will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The owner agrees to hold SESI harmless for any damages to subterranean structures, which are not called to our attention and correctly shown on the plans furnished. Client is responsible for identifying, on-ground marking, reflecting on plans and specifications, and otherwise informing SESI of the location of all utilities and other subterranean or hidden structures and obstacles.

Section 3 - SAMPLES

3.1 Test specimens will be disposed of immediately upon completion of tests. Drilling samples will be disposed of thirty (30) days after submission of our report. Upon written request, we will retain test specimens or drilling samples for a mutually accepted storage charge.

Section 4 - INVOICES

4.1 The outlined scope of services will be accomplished in a timely, workmanlike, and professional manner by employees and sub-contractors of SESI, at the fees quoted. If during the execution of the work we are required to stop operations as a result of changes in the scope of work, such as requests by the owner or requirements of third parties, additional charges will be applicable.

4.2 SESI will submit monthly invoices to the client and a final bill upon the completion of services.

4.3 Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. The client agrees to pay a finance charge of one and a half (1 1/2) percent per month, or the maximum rate allowed by law, on past due accounts, plus reasonable attorney's fees and expenses of collection.

Section 5 - OWNERSHIP OF DOCUMENTS

5.1 All reports, borings logs, field notes, laboratory test data, calculations, estimates, and other documents prepared by SESI, as instruments of service, shall remain property of SESI. These documents will be held to be confidential and will not be available to any other entity unless express consent is obtained from the client.

5.2 The client agrees that all reports and other work furnished to the client and his agents, which are not paid for, will be returned upon demand and will not be used by the client for any purpose whatsoever.

5.3 SESI will retain all pertinent records relating to the services performed for a period of five (5) years following the submission of the report, during which period the records will be made available to the client at all reasonable times.

Section 6 - DISPUTES

6.1 In an effort to resolve any conflicts that arise during the design or construction of the project, the Client and SESI agree that all disputes between them arising out of or relating to this Agreement shall be submitted for mediation, unless the parties mutually agree otherwise.

6.2 In the event that a dispute should arise relating to performance of services provided under this agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all

reasonable costs incurred in the defense of the claim, including staff time, court costs, attorney's fees, and other claim-related expenses.

Section 7 - STANDARD OF CARE

7.1 Services performed by SESI under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by professionals currently practicing under similar conditions. No other warranty, expressed or implied, is made. Further, SESI does not make nor imply any warranty of fitness for a particular purpose by entering into this agreement with client.

7.2 Field tests and boring locations described in our report or shown on our sketches are based on specific information furnished to us by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

7.3 The client recognizes that conditions may vary from those encountered at the locations, where borings, sampling, surveys, or explorations are made by SESI, and that the data, interpretations, and recommendations of SESI are based solely on the information available to us. SESI will be responsible for the data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed.

7.4 When requested by the client, SESI will adhere by guidelines, specifications, plans, drawings, and the like which are provided to SESI by the client; however, SESI shall not be responsible for any damages to person (including death) or property, real or personal, due to any adverse outcome which results from the adherence to the plans, guidelines, specifications, drawings and the like.

Section 8 - RISK ALLOCATION

8.1 There are a variety of risks which potentially affect SESI by virtue of entering into an agreement to perform professional services on the client's behalf. One of these risks stems from SESI's potential for human error. For additional consideration of \$10.00, receipt of which is hereby acknowledged, the client agrees that SESI's liability, and that of its officers, directors, employees, agents, and subcontractors, to client or any third-party due to any negligent professional acts, errors or omissions or breach of contract by SESI or any of its officers, directors, employees, agents or subcontractors, will be limited to the aggregate of \$50,000.00 or SESI's total charges, whichever is greater. If client prefers to have higher limits of professional liability (not breach of contract) SESI agrees to increase the aggregate limit to a maximum of \$1,000,000.00 upon client's written request at the time of accepting our proposal, providing that client agrees to pay an additional consideration of ten (10) percent of SESI's total charges, or \$500.00, whichever is greater. The additional charge for the higher liability limit is because of the greater risk assumed by SESI and is not a charge for additional professional liability insurance. This limitation shall not apply to the extent prohibited by law. In no event, however, shall the liability of SESI exceed the amount of its applicable insurance coverage for the type claim involved.

8.2 Limitations of liability and indemnities in this agreement are business understandings between the parties and shall apply to all different theories of recovery, including breach of contract or warranty, tort including negligence, strict or statutory negligence, or any other causes of action, except for willful misconduct or gross negligence. Parties mean the client and SESI and their officers, employees, agents, affiliates and subcontractors. The parties also agree that the client will not seek damages in excess of the limitations indirectly through suits with other parties who may join SESI as third-party defendants.

8.3 Both the client and SESI agree that they will not be liable to each other, under any circumstances, for special, consequential, or punitive damages, arising out of or related to this agreement. Individual employees or agents may not be held individually liable for negligence.

8.4 PURSUANT TO §558.0035, FLORIDA STATUTES, CONSULTANT'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

8.5 Client agrees to indemnify and hold harmless SESI, its agents, employees, and owners or any person against loss or expense including attorney's fees, by reason of the liability imposed by law upon SESI, except in cases of SESI's sole negligence, for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this agreement or the work or services performed by SESI resulting from this agreement, whether such injuries to persons or damages to property are due or claim to be due to any passive negligence of SESI, its agents, employees, sub-contractors or any other person. It is further understood and agreed that Client shall, at the option of SESI defend SESI, its agents, employees, sub-contractors with appropriate legal counsel and shall bear all costs and expenses, including legal counsel's fees, in the defense of any claim or suit arising hereunder.

8.6 In the event SESI is acting as a sub-contractor and Client is a General Contractor, then Client hereby exonerates, indemnifies and holds harmless SESI from any and all claims, loss or damage. The Client agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of, resulting from or in any manner connected with, the execution of the work provided for in this contract or occurring or resulting from the use by the Client, its agents or employees, whether the same be owned by the Client, sub-contractor or third parties, and the Client agrees to indemnify and save harmless SESI, its agents and employees, from all such claims including, without limiting the generality of the foregoing, claims for which the Client may be, or may be claimed to be, liable, and legal fees and disbursements paid or incurred to enforce the provisions of this agreement, and Client further agrees to obtain, maintain and pay for such contractual liability insurance coverage as will insure the provisions of this paragraph.

Section 9 -

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIAL

9.1 Client warrants that a reasonable effort to inform SESI of known or suspected hazardous materials on or near the project site has been made.

9.2 Hazardous materials may exist at the site where there is no reason to believe that they could or should be present. SESI and the client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating renegotiation of the scope of work or termination of services. SESI and the client agree the discovery of hazardous materials may also make it necessary for SESI to take immediate measures to protect health and safety. Client hereby authorizes SESI to take those immediate measures and client agrees to pay for or reimburse SESI for all such immediate measures. Client agrees to compensate for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

9.3 SESI agrees to notify the client when unanticipated hazardous materials or suspected hazardous materials are encountered. The client agrees to make any disclosure required by law to the appropriate governing agencies. The client also agrees to hold SESI harmless for any or all consequences of disclosure made by SESI which are required by governing law. In the event the project site is not owned by the client, client recognizes that it is the client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

9.4 Notwithstanding any other provision of the agreement, the client waives any claim against SESI, and to the maximum extent permitted by the law, agrees to defend, indemnify, and save SESI harmless from any claim, liability, and/or defense costs for injury or loss arising from SESI's discovery of

unanticipated hazardous materials including any cost associated with possible reduction of the property's value.

9.5 The client will be responsible for ultimate disposal of any samples secured by SESI, which are found to be contaminated.

Section 10 - SITE RESPONSIBILITY

10.1 If services include construction testing the client agrees that SESI will be expected to make on-site observations appropriate to the construction stage. The client further agrees that SESI will not assume responsibility for the contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that the field services provided by SESI will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the conduction of tests by geotechnical consultant to verify substantial compliance with the plans, specifications and design concepts. Continuous monitoring by SESI employees does not mean that our company is monitoring the placement of all materials.

10.2 Client agrees that the contractor(s) will be solely responsible for working conditions on the job site, including security and safety during performance of the work, and compliance with client safety requirements and OSHA regulations. It is agreed that SESI is not responsible for job or site safety or security, other than for SESI employees, and that SESI does not have the right or duty to stop the work of others.

Section 11 - SAMPLING AND TEST LOCATION

11.1 Unless otherwise stated, the fees in this proposal do not include costs associated with the surveying of the site for the accurate horizontal and vertical locations of the tests. Field tests or boring locations described in a report or shown in sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the location specified.

Section 12 - INSURANCE

12.1 SESI represents and warrants that it and all its agents, staff, and consultants employed by it are protected by Worker's Compensation insurance and that SESI has such coverage under public liability and property damage insurance policies which SESI deems to be adequate. Certificates for all such policies of insurance can be provided to client upon written request. Within the limits and conditions of such insurance, SESI agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by SESI, its agents, staff and consultants employed by it. SESI shall not be responsible for any loss, damage, or liability beyond the amounts, limits and conditions of such insurance. SESI shall not be responsible for any loss, damage, or liability arising from any acts by client, staff, or any other consultants employed by it.

Section 13 - TERMINATION

13.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before the expiration of the period specified in the written notice. In the event of termination, SESI shall be paid for services performed to the termination notice date plus reasonable termination expenses.

Section 14 - ASSIGNS

14.1 Neither the Client nor SESI may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

Section 15 - ENTIRE AGREEMENT

15.1 This Agreement constitutes the entire Agreement and the terms set forth above supersede all previous correspondence and Agreements.

Section 16 - EQUAL OPPORTUNITY EMPLOYER

16.1 SESI prohibits discrimination because of race, color, religion, handicap, sex, or national origin. SESI promotes equal opportunity in employment through continuing programs of affirmative action in its operations.

Section 17 - APPLICABLE LAW

17.1 Unless otherwise specified, this agreement shall be construed according to the laws of the State of Alabama and enforced accordingly.



MEMO

To: Lisa Hanks, City Clerk
Kim Creech, Treasurer

From: Erin Wolfe
Erin Wolfe, Purchasing Manager

Date: July 14, 2023

Re: RFQ PS23-026 Professional Services for Sampling, Testing and Assessment of the Retired Church Street and Nichols Avenue Substation Properties

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 Director of the Public Works Department, Richard Johnson, and the Superintendent of the Electric Department, Ben Patterson, are requesting the hiring of professional services for **RFQ PS23-026 Sampling, Testing and Assessment of the Retired Church Street and Nichols Avenue Substation Properties.**

Per our Procedure for Procuring Professional Services, Richard Johnson, Ben Patterson, and I are providing firms for the Mayor to select from for the work.

The work to be performed is to conduct sampling, testing and assessment for clearance and closeout of the retired Church Street and Nichols Avenue Substation Properties. These activities are prescribed by the US EPA Guide for Environmental Professionals when retiring former Substation sites.

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 Jul 14, 2023 Southern Earth Sciences, Inc.
_____/_____/_____
_____/_____/_____
None. Submit another list

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

251-928-2136 (p)

Cc: file, Richard Johnson, Ben Patterson, 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 approves the Procurement of 7,300 Feet of 12-Inch Ductile Iron Pipe from Ferguson Waterworks for the Water Department with a not-to-exceed amount of \$349,670.00.

[2] Four quotes were received. Ferguson Waterworks provided the lowest price of \$349,670.00. Pipe is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7).

[3] The 12" water main is required for the added pumping capacity to the south end of the system. This will increase capacity on and south of County Road 32.

ADOPTED ON THIS 24TH DAY OF JULY, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/14/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve Procurement of 7,300 feet of 12-inch Ductile Iron Pipe

Project Location: On and south of County Road 32

Presented to City Council: 7/24/2023

Resolution # :
Approved _____
Changed _____
Rejected _____

Funding Request Sponsor: Daryl Morefield, Water & Sewer Superintendent

Project Cash Requirement Requested:
Cost: \$ 349,670.00 (not to exceed)

Vendor: Ferguson Waterworks (Vendor #773)

Project Engineer: n/a

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

JUL 14 '23 PM 3:20 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: 004010-59506
G/L Acct Name: System Improve-Distribution System

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

Project Budgeted: \$ 349,670.00
Balance Sheet Item-
Included in projected _____
cash flow

Over (Under) budget amount: \$ _____

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

Approve the procurement of 7,300 feet of 12-inch ductile iron pipe in the not-to-exceed amount of \$349,670.00. The 12" water main is required for the added pumping capacity to the south end of the system. This will increase capacity on and south of County Road 32.

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? N/A

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 6/28/2023

Purchasing Memo Date: 6/28/2023

Delivered To Date: 7/14/2023

Request Approved Date: 7/14/2023

Request Approved Date: 7/14/2023

Approved Date: 7/14/2023

Signatures: Suzanne Doughty
Suzanne Doughty

Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

To: Suzanne Doughty, Senior Accountant
Kimberly Creech, Treasurer

From: Erin Wolfe
Erin Wolfe, Purchasing Manager

Date: July 13, 2023

Re: **Green Sheet and City Council Approval for the request of 7,300 Feet of 12-inch Ductile Iron Pipe**

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 Water/Wastewater, Daryl Morefield, is requesting approval for the procurement of 7,300 Feet of 12-inch Ductile Iron Pipe.

Four quotes were received for the pipes. Ferguson Waterworks provided the lowest price of Three Hundred Forty-Nine Thousand Six Hundred Seventy Dollars (\$349,670.00).

The pipe is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7) which states:

"The purchase of equipment, supplies, or materials needed, used and consumed in the normal and routine operation of any waterworks system, sanitary sewer system, gas system, or electric system, or any two or more thereof, that are owned by municipalities, counties, or public corporations, boards, or authorities that are agencies, departments, or instrumentalities of municipalities or counties and no part of the operating expenses of which system or systems have during the then current fiscal year, been paid from revenues derived from taxes or from appropriations of the state, a county, or a municipality."

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement of 7,300 feet of 12-inch ductile iron pipe.

CC file, Daryl Morefield, Clint Steadham

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

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



FEL-LOXLEY WATERWORKS #1715
 30065 STATE HWY 59
 INSIDE CITY LIMITS
 LOXLEY, AL 36551-0000
 Phone: 251-964-8330
 Fax: 251-964-8334

Deliver To: From: Hunter Goul Comments:

12:31:03 JUL 07 2023

Page 1 of 1

FERGUSON WATERWORKS #1204
 Price Quotation
 Phone: 251-964-8330
 Fax: 251-964-8334

Bid No: B383595
 Bid Date: 07/07/23
 Quoted By: HG

Cust Phone: 251-928-8003
 Terms: NET 10TH PROX

Customer: CITY OF FAIRHOPE
 ATTN: ACCTS PAYABLE
 PO BOX 429
 FAIRHOPE, AL 36533

Ship To: CITY OF FAIRHOPE
 ATTN: ACCTS PAYABLE
 PO BOX 429
 FAIRHOPE, AL 36533

Cust PO#: RFQ 7.7

Job Name: CITY OF FAIRHOPE

Item	Description	Quantity	Net Price	UM	Total
AFT350P12	12 CL350 CL DI FASTITE PIPE	7300	47.900	FT	349670.00
Net Total:					\$349670.00
Tax:					\$0.00
Freight:					\$0.00
Total:					\$349670.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1715&on=29580>



CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Daryl Morefield

Date: 7/12/2023

Department: Water/Sewer

Expenditure Threshold**	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
Utilities \$5,001-\$10,000	Operational NON -Budgeted	Three	Treasurer/Mayor	N/A	N/A
Greater than: Gen Govt - \$5,001 Utilities - \$10,001	Operational NON -Budgeted	Three	Council	Required	Required
Gen Govt - \$5,001-\$15,000 Utilities - \$10,001 - \$15,000	Operational Budgeted	Three	Treasurer	N/A	N/A
Over \$15,000/\$50,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	N/A	N/A
Over \$15,000/\$50,000	Operational Budgeted	Bids	Council	Required	Required
Professional Service Over \$5,000	Budgeted or Non-Budgeted	Mayor Select	Council	Required	Required

*Budgeted items that meet or are under budget may be purchased with the Mayor and/or Treasurer's approval if they are on the State Bid list or from an approved buying group. Items that are over budget must go to Council for approval and will require a green sheet and resolution.

**Expenditure Threshold is a combined total of labor and materials, including materials provided by the City. If the total amount is within \$10,000 of the listed threshold, Purchasing/Treasurer may require a formal bid due to potential materials cost increases.

QUOTES

	Vendor Quote
1. <u>Ferguson</u>	\$ <u>349,670</u>
2. <u>Click or tap here to enter text.</u>	\$ _____
3. <u>Click or tap here to enter text.</u>	\$ _____

Check any applicable boxes: State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? 12-inch Ductile Iron pipe
2. What is the total cost of the item or service? \$349,670
3. How many do you need? 7,300 Feet
4. Item or Service Is: New Used Replacement Annual Request
5. Vendor Name (Lowest Quote): Ferguson
6. Vendor Number: 773

If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

1. Is it budgeted? Yes No Emergency Request
2. If budgeted, what is the budgeted amount? \$885,000
3. Budget code: 59500 Line 70

Email completed form with quotes and other supporting documentation to
Erin.Wolfe@FairhopeAL.gov and Rhonda.Cunningham@FairhopeAL.gov.

CONSOLIDATED PIPE AND SUPPLY CO., INC.
CUSTOMER QUOTE

4180 Hall Mill Road
PO Box 191057
Mobile AL 36693
0029 - MICHA LAMBERT
Office 251-666-6691
WATS 800-699-6691
Fax 251-666-5311

Quote Nbr: 357769 000
Quote Date: 7/07/2023

Job: 12" DUCTILE PIPE

Engineer: FAIRHOPE
Bid Date: 7/07/2023

Page 1

350133 - FAIRHOPE CITY OF
WATER & SEWER
P O BOX 429
FAIRHOPE AL 36533

Good Until: 8/07/2023
To: MICHA
Email: MICHA.LAMBERT@CPSPIPE.COM

Qty	Size/Wall/Description	Price	Extended Price
7300.0	12 CL/TC CL350 DI SJ PIPE	48.22 FT	352,006.00
	**** PIPE CURRENTLY IN STOCK AT PLANT **** CAN SHIP COMPLETE		
	Total:		352,006.00

SOUTHERN
PIPE & SUPPLY

Order Acknowledgement - Quote Order

UPC Vendor	Invoice Date	Order #
000000		8187245-00
PO Date	PO #	Page #
07/06/23	12" CL350	1

Bill To CITY OF FAIRHOPE
PO DRAWER 429
Cust # ATTN-ACCOUNTS PAYABLE
1692880 FAIRHOPE, AL 36533

Correspondence To Southern Pipe & Supply Company
4330 Hwy 39 N.
PO Box 5738
MERIDIAN, MS 39301

Ship To CITY OF FAIRHOPE
555 SOUTH SECTION ST
MAIN WAREHOUSE
FAIRHOPE, AL 36532-1609

Instructions

Currency

Ship Point SOUTHERN PIPE - BIRMINGHAM W&S
Via Our Truck

Shipped
Terms 10Prox,Net30

Ln #	Product And Description	UPC Item #	Quantity Ordered	Quantity Backordered	Quantity Shipped	Qty UM	Unit Price	Price UM	Discount Multiplier	Amount (Net)
1	P350DIP12 12" CL350 TJ DIP	00000	7300		7300	EA	48.46	EA	0.00	353758.00

1	Lines Total	Qty Shipped Total	7300	Total	353758.00
				Invoice Total	353758.00

Customer Copy

SEE TERMS AND CONDITIONS AT WWW.SOUTHERNPIPE.COM

Page 1 of 1



Bid Proposal for FAIRHOPE 12" PIPE

CITY OF FAIRHOPE
Job Location: FAIRHOPE, AL
Bid Date: 07/06/2023
Core & Main 3008408

Core & Main
4210 Halls Mill Road
Mobile, AL 36693
Phone: 251-443-1725
Fax: 251-661-7768

Seq#	Qty	Description	Units	Price	Ext Price
DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.					
10	7300	12 TJ PR350 DI PIPE	FT	48.97	357,481.00
				Sub Total	357,481.00
				Tax	0.00
				Total	357,481.00

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

RESOLUTION NO. _____

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

[1] That the City Council approves the Annual Procurement of Tulip Bulbs for FY2024 for the Street Department to CJ Ruigrok & Sons with a not-to-exceed amount of \$34,634.00.

[2] FY2023 Budget for Flowers Expense was \$131,250.00, which has been exceeded by \$20,256.58 thus far and prior to the purchase requested here.

[3] Bulbs must be ordered in advance for delivery by Fall of 2023.

[4] Cost will be included in FY2024 Budget.

[5] Procurement is in agreement as allowed pursuant to Resolution No. 1650-10 adopted May 24, 2010, which designated "Like Item" Flora exceed the \$15,000.00 state bid limit.

ADOPTED ON THIS 24TH DAY OF JULY, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/14/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve Annual Procurement for Tulip Bulbs

Project Location: City of Fairhope (various locations throughout)

Presented to City Council: 7/24/2023

Resolution # :
Approved _____

Funding Request Sponsor: Richard Johnson, Public Works Director
Jamie Rollins, Supervisor Horticulture

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 34,634.00 (not to exceed)

Vendor: CJ Ruigrok & Sons (Vendor #23298)

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 _____
Budgeted Capital _____
Unfunded XXX

Expense Code: 001350-51400
G/L Acct Name: Flowers Expense

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

Project Budgeted: \$ 34,634.00 (DRAFT FY2024 - Bulbs will not be received until fall of 2023)
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ -

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

Approve request for annual procurement of Tulip Bulbs in the amount of \$34,634.00. FY23 Budget for Flowers Expense was \$131,250.00 which has been exceeded by \$20,256.58 thus far and prior to the purchase requested here. Bulbs must be ordered in advance for delivery in the fall (usually October). Costs will be included in FY2024 budget.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? N/A

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 7/12/2023

Purchasing Memo Date: 7/12/2023

Delivered To Date: 7/14/2023

Request Approved Date: 7/14/2023

Request Approved Date: 7/14/2023

Approved Date: 7/14/2023

Signatures: Suzanne Doughty
Suzanne Doughty

Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



Account Inquiry [CITY OF FAIRHOPE, AL]

- Close
- Search
- Enlarge
- Print
- Print
- Print
- PDF
- Copy
- Print
- Print
- Print

Account Inquiry [CITY OF FAIRHOPE, AL]

Account

Fund	001	Gen Fund	Acct	001-0350-000-51400-
Org	001350	StreetDept	Acct name	Flowers
Object	51400	Flowers	Type	Expense
Project	<input type="checkbox"/>		Relup	<input type="checkbox"/>
			Sub-Rollup	<input type="checkbox"/>

4 Year Comparison

Current Year History Fiscal Graph History

Yr/Per 2023/07	Fiscal Year 2023	Fiscal Year 2022
Original Budget	131,250.00 <input type="checkbox"/>	125,000.00 <input type="checkbox"/>
Transfers In	61,703.14 <input type="checkbox"/>	.00 <input type="checkbox"/>
Transfers Out	-61,703.14 <input type="checkbox"/>	.00 <input type="checkbox"/>
Revised Budget	131,250.00	125,000.00
Actual (Memo)	130,026.28 <input type="checkbox"/>	127,652.31 <input type="checkbox"/>
Encumbrances	21,479.90 <input type="checkbox"/>	.00 <input type="checkbox"/>
Requisitions	34,634.00 <input type="checkbox"/>	
Available	-54,890.18	-2,652.31
Percent used	141.82	102.12

*over budget FY23
prior to purchases.**

131,250.00 -
130,026.69 +
21,479.90 +
001
20,250.58*



MEMO

Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

To: **Suzanne Doughty, Senior Accountant**
Kimberly Creech, Treasurer

From: 
Erin Wolfe, Purchasing Manager

Date: July 12, 2023

Re: **Green Sheet and City Council Approval of Annual Procurement of Tulip Bulbs**

The Public Works Streets Department's Horticulture Supervisor, Jamie Rollins, is requesting approval of the annual procurement of tulip bulbs for landscaping throughout the city. This procurement is a portion of the budgeted \$131,250.00 for the annual flower purchase. It is in agreement with City Council Resolution No. 1650-10, which designated "like item" flora exceed the \$15,000.00 state bid limit (see attached).

The cost of this annual procurement of the tulip bulbs from Ruigrok Flowerbulbs is Thirty-Four Thousand Six Hundred Thirty-Four Dollars (\$34,634.00).

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this annual procurement tulip bulbs for a not to exceed amount of \$34,634.00.

CC file, Richard Johnson, Jamie Rollins, Clint Steadham

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

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



Ruigrok Flowerbulbs

Zilkerbinnenweg 58 · 2191 AD De Zilk · The Netherlands
 T +31(0) 252 515821 · F +31(0) 252 519489
 USA: 1 877-240-8630 · Canada: 1 877-783-7984
 info@ruigrokflowerbulbs.com · www.ruigrokflowerbulbs.com

City Of Fairhope
 P.O. Box 429
 Fairhope AL 36533
 USA

Order confirmation		
Our order nr.	Date	Page
155110	Apr-19-2023	1 / 2
Delivery date	Delivery Conditions	
Oct-02-2023	Delivered Duty Paid	
Payment		
30 Days end of Month net		
Your Reference		
will follow		
Customer	Phone	
CU406400	334-929-0353	
Sales Rep.		
Philipp Laagland		
Shipping Address		
City Of Fairhope 555 South Section Street Fairhope AL 36533 USA		

Item Code	Quantity	Description	Size	Price Per	Price Per USD	Total USD
11235017	1 .575	Delft Blue	17/18	Hyacinthus	510.00 /1000	803.25
11269017	2 .700	Pink Pearl	17/18	Hyacinthus	520.00 /1000	1,404.00
14185012	27 .500	Dynasty	12/+	Tulipa Triumph	265.00 /1000	7,287.50
14275012	2 .500	Negrita	12/+	Tulipa Triumph	265.00 /1000	662.50
14373212	1 .000	Sunrise Dynasty	12/+	Tulipa Triumph	260.00 /1000	260.00
14391512	4 .000	Tom Pouce	12/+	Tulipa Triumph	260.00 /1000	1,040.00
14473012	500	Ad Rem	12/+	Tulipa Darwin Hybrid	0.00 /1000	0.00
14507512	17 .500	Golden Parade	12/+	Tulipa Darwin Hybrid	245.00 /1000	4,287.50
14536012	20 .000	Parade	12/+	Tulipa Darwin Hybrid	245.00 /1000	4,900.00
14551012	1 .000	Van Eijk ®	12/+	Tulipa Darwin Hybrid	220.00 /1000	220.00
14560112	500	Wedding Dress	12/+	Tulipa Darwin Hybrid	0.00 /1000	0.00
20023514	7 .250	Dutch Master	14/16	Narcissus Trumpet	505.00 /1000	3,661.25
20031012	2 .000	Goblet	12/14	Narcissus Trumpet	355.00 /1000	710.00
20040012	2 .000	Las Vegas	12/14	Narcissus Trumpet	360.00 /1000	720.00
20129812	6 .000	Ice Follies	12/14	Narcissus Large Cupped	355.00 /1000	2,130.00
20610012	2 .000	February Gold	12/14	Narcissus Miniature	285.00 /1000	570.00
20809016	9 .800	Ziva (Paperwhite)	16/17	Narcissus Tazetta	610.00 /1000	5,978.00





Ruigrok Flowerbulbs

since 1910

City Of Fairhope
P.O. Box 429
Fairhope AL 36533
USA

Zilkerbinnenweg 58 • 2191 AD De Zilk • The Netherlands
T +31(0) 252 515821 • F +31(0) 252 519489
USA: 1 877-240-8630 • Canada: 1 877-783-7984
info@ruigrokflowerbulbs.com • www.ruigrokflowerbulbs.com

Order confirmation

Our order nr.	Date	Page
155110	Apr-19-2023	2 / 2

Wedding Dress and Ad Rem = Trail

Goods	34,634.00 USD
Subtotal	34,634.00 USD
Amount	34,634.00 USD



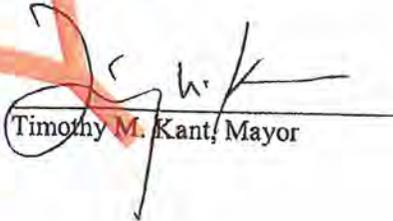
24 May 2010

Councilmember Stankoski introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves and declares the attached list of flowers as Unique "Like Items," and the extension of this categorization to include any cultivated varieties, differentiated by scientific name. Seconded by Councilmember Kingrea, motion passed unanimously by voice vote.

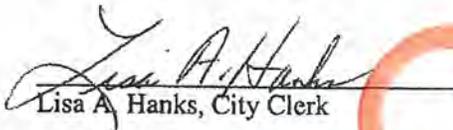
RESOLUTION NO. 1650-10

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves and declares the attached list of flowers as Unique "Like Items," and the extension of this categorization to include any cultivated varieties, differentiated by scientific name.

Adopted on this 24th day of May, 2010


Timothy M. Kant, Mayor

Attest:


Lisa A. Hanks, City Clerk

Botanical Nomenclature is the orderly classification and naming of plants. Plant anatomy is the science taken to identify plants into their correct classifications or likenesses. Plants are composed of different parts: leaves, stems, buds, and roots. Flowers are further classified by life cycle, sexual parts, structure, production, and flower types. Plant cultivated varieties include differences such as height, color, and growth habit. When describing plant differences, the botanical nomenclature uses terms such as genera, species, variety and cultivar. The nomenclature is written in Latin, a universal language. Cultivated varieties are not "like" items and should be declared as such. The below is not an all-inclusive list of flowers used for the city. In addition to the plant list found below, the acquisition of "not like" flowers should extend to any cultivated varieties.

Common Name	Scientific Name	Color	Growth Habit
1. Geranium 'Delaware' 'Mikrocosmos'	Geranium macranthum 'Mikrocosmos'	Red	Common, upright habit, very hardy, kept open
2. Geranium 'Hubert' 'The Compact' 'Geranium'	Geranium macranthum 'Hubert'	Blue	Compact, upright habit, very hardy, kept open
3. 'Victoria Blue' 'Geranium'	Geranium macranthum 'Victoria Blue'	Blue	Upright habit, dense, compact, blooms with erect habit, 12" height
4. 'Victoria White' 'Geranium'	Geranium macranthum 'Victoria White'	White	Upright habit, dense, compact, blooms with erect habit, 12" height
5. 'Cherry' 'Geranium'	Geranium macranthum 'Cherry'	Pink	Upright habit, dense, compact, blooms with erect habit, 12" height
6. 'Eranthis' 'Geranium'	Geranium macranthum 'Eranthis'	White	Early blooming, very compact, upright habit
7. 'Sardis' 'Geranium'	Geranium macranthum 'Sardis'	Pink	Early blooming, upright habit, upright habit
8. 'Sardis' 'Geranium'	Geranium macranthum 'Sardis'	Pink	Early blooming, upright habit, upright habit
9. 'Sardis' 'Geranium'	Geranium macranthum 'Sardis'	Pink	Early blooming, upright habit, upright habit
10. 'Sardis' 'Geranium'	Geranium macranthum 'Sardis'	Pink	Early blooming, upright habit, upright habit
11. 'Sardis' 'Geranium'	Geranium macranthum 'Sardis'	Pink	Early blooming, upright habit, upright habit
12. 'Sardis' 'Geranium'	Geranium macranthum 'Sardis'	Pink	Early blooming, upright habit, upright habit
13. 'Sardis' 'Geranium'	Geranium macranthum 'Sardis'	Pink	Early blooming, upright habit, upright habit
14. 'Sardis' 'Geranium'	Geranium macranthum 'Sardis'	Pink	Early blooming, upright habit, upright habit
15. 'Sardis' 'Geranium'	Geranium macranthum 'Sardis'	Pink	Early blooming, upright habit, upright habit
16. 'Sardis' 'Geranium'	Geranium macranthum 'Sardis'	Pink	Early blooming, upright habit, upright habit
17. 'Sardis' 'Geranium'	Geranium macranthum 'Sardis'	Pink	Early blooming, upright habit, upright habit
18. 'Sardis' 'Geranium'	Geranium macranthum 'Sardis'	Pink	Early blooming, upright habit, upright habit
19. 'Sardis' 'Geranium'	Geranium macranthum 'Sardis'	Pink	Early blooming, upright habit, upright habit
20. 'Sardis' 'Geranium'	Geranium macranthum 'Sardis'	Pink	Early blooming, upright habit, upright habit

RESOLUTION NO. _____

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

[1] That the City Council approves the Procurement of an Annual Contract for Dumpster Service for Screenings at the Wastewater Treatment Plant to Republic Services for a not-to-exceed amount of \$11,331.16; and hereby authorizes Mayor Sherry Sullivan to execute the contract.

[2] The previous provider of this service, BCC Waste Solutions sent correspondence stating our contract with them has expired and they have no intention of providing future service past July 7, 2023.

[3] An additional quote was requested from another provider, Easy Haul Inc., and they weren't equipped to handle the services needed.

[4] Funds are budgeted through the end of FY2023 and the new contract amount will be included in the FY2024 budget submission.

ADOPTED ON THIS 24TH DAY OF JULY, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Jaw

COF Project No.

2341

City of Fairhope
Project Funding Request

Issuing Date: 7/19/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve Procurement of Annual Contract for Dumpster Service for Screenings at WWTP

Project Location: WWTP - 300 North Church Street

Presented to City Council: 7/24/2023 Resolution # :
Approved _____

Funding Request Sponsor: Daryl Morefield, Water & Sewer Superintendent
Dennis Scott, Sewer Plant Manager Changed _____

Project Cash Requirement Requested:
Cost: \$ 11,331.16 (Not-to-Exceed Annual Amount) Rejected _____

Vendor: Republic Services (Vendor #3579) \$ _____

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: 004020-50367
 G/L Acct Name: Vehicle & Equipment Repairs

Project Budgeted: \$ 11,331.16 (Draft FY2024 Budget) - Annual Amount (not to exceed)
 Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ _____

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

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

Capital Lease: _____ Payment _____ Term _____

Approve the annual contract for dumpster service for screenings at WWTP and authorize Mayor, Sherry Sullivan, to execute attached contract with Republic Services for the annual not-to-exceed amount of \$11,331.16. The previous provider of this service, BCC Waste Solutions sent correspondence stating our contract with them has expired and they have no intention of providing future service past July 7, 2023. Also, an additional quote was requested from another provider, Easy Haul Inc., and they stated they weren't equipped to handle the services needed. Funds are budgeted through the end of FY2023 and the new contract amount will be included in the FY2024 budget submission.

City Council Prior Approval/Date? 05/23/2022 (Approved annual contract with BCC Waste Solutions)

Senior Accountant: _____ City Treasurer: _____ Mayor: _____

Purchasing Memo Date: 7/19/2023 Purchasing Memo Date: 7/19/2023 Delivered To Date: 7/19/2023

Request Approved Date: 7/19/2023 Request Approved Date: 7/19/2023 Approved Date: 7/19/2023

Signatures: Suzanne Doughty Kim Creech _____
 Suzanne Doughty Kim Creech Mayor Sherry Sullivan



MEMO

To: Suzanne Doughty, Senior Accountant
Kimberly Creech, Treasurer

From: 
Erin Wolfe, Purchasing Manager

Date: July 19, 2023

Re: **Green Sheet and City Council Approval for the Request of an Annual Contract for Dumpster Service for Screenings at the Wastewater Treatment Plant**

Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

The Superintendent of Water/Wastewater, Daryl Morefield, and the Wastewater Treatment Plant Manager, Dennis Scott, are requesting approval to procure an Annual Contract for Dumpster Service for Screenings at the Wastewater Treatment Plant located at 300 North Church Street, Fairhope, Alabama 36532.

A request for quote was sent to three (3) potential vendors for this wastewater service. Two vendors declined to provide a quote. Republic Services provided a quote of Eight Hundred Thirty-Six Dollars and Eighty-Seven Cents (\$836.87) per month for four (4) 2-yard containers to be serviced three times a week, plus a one time charge of One Thousand Two Hundred Eighty-Eight Dollars and Seventy-Two Cents (\$1,288.72) for delivery of the dumpsters. The total cost for the first year, plus the one-time delivery charge, is Eleven Thousand Three Hundred Thirty-One Dollars and Sixteen Cents (\$11,331.16).

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement of an annual contract for dumpster service for screenings at Wastewater Treatment Plant for \$11,331.16.

CC file, Daryl Morefield, Dennis Scott, Clint Steadham

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

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



PROPOSAL

7/14/2023

Dennis Scott
 WASTE WATER TREATMENT PLANT
 300 N Church St
 Fairhope, AL36533
 Quote: A910025146

CITY OF FAIRHOPE WASTE WATER T:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 800-752-4092. It's that easy.

Service Details		
SMALL CONTAINERS		
Equipment Qty/Type/Size:	4 - 2 yard Containers	Base Rate:
Frequency:	3/Week	\$599.00 per month
Material Type:	Solid Waste	

Estimated Monthly Amount *	
Small Container Base Rates	\$599.00
Additional Monthly Items	
4 - Container Refresh Program	\$36.00
Total Fuel/ Environmental Recovery Fees**	\$237.87
Total Estimated Amount	\$836.87

One Time Charges	
Delivery Charge Subtotal	\$1,250.00
Valued Customer Discount - Delivery	- \$312.48
Total Fuel/ Environmental Recovery Fees**	\$351.20
Total One-Time Amount	\$1,288.72

JIM WILLIAMS
 Republic Services

jwilliams5@republicservices.com
www.republicservices.com

* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

**FRF, RPC, ERF and ADMIN: The Fuel Recovery Fee (FRF) and the Recycling Processing Charge (RPC) are variable charges that change monthly. For more information on the FRF, RPC, Environmental Recovery Fee (ERF) and Administrative Fee, please visit www.republicservices.com/customer-support/fee-disclosures. The proposed rates above are valid for 30 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.



CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Dennis Scott

Date: 7/19/2023

Department: Water and Wastewater

Expenditure Threshold**	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
Utilities \$5,001-\$10,000	Operational NON -Budgeted	Three	Treasurer/Mayor	N/A	N/A
Greater than: Gen Govt - \$5,001 Utilities - \$10,001	Operational NON -Budgeted	Three	Council	Required	Required
Gen Govt - \$5,001-\$15,000 Utilities - \$10,001 - \$15,000	Operational Budgeted	Three	Treasurer	N/A	N/A
Over \$15,000/\$50,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	N/A	N/A
Over \$15,000/\$50,000	Operational Budgeted	Bids	Council	Required	Required
Professional Service Over \$5,000	Budgeted or Non-Budgeted	Mayor Select	Council	Required	Required

*Budgeted items that meet or are under budget may be purchased with the Mayor and/or Treasurer's approval if they are on the State Bid List or from an approved buying group. Items that are over budget must go to Council for approval and will require a green sheet and resolution.

**Expenditure Threshold is a combined total of labor and materials, including materials provided by the City. If the total amount is within \$10,000 of the listed threshold, Purchasing/Treasurer may require a formal bid due to potential materials cost increases.

QUOTES

Vendor Name	Vendor Quote
1. <u>Republic Services</u>	\$ <u>\$11,331.16</u>
2. <u>Click or tap here to enter text.</u>	\$ _____
3. <u>Click or tap here to enter text.</u>	\$ _____

Check any applicable boxes: State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? Dumpster Service
 2. What is the total cost of the item or service? \$11,331.16
 3. How many do you need? Annual Service
 4. Item or Service Is: New Used Replacement Annual Request
 5. Vendor Name (Lowest Quote): Republic Services Click or tap here to enter text.
 6. Vendor Number: 3579
- If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.*

BUDGET INFORMATION

1. Is it budgeted? Yes No Emergency Request
2. If budgeted, what is the budgeted amount? \$200,000
3. Budget code: 04020-50367

*Email completed form with quotes and other supporting documentation to
Erin.Wolfe@FairhopeAL.gov and Rhonda.Cunningham@FairhopeAL.gov.*



July 3rd, 2023

City of Fairhope Wastewater Treatment Center
300 N Church St Fairhope, AL 36532

To Whom It May Concern,

This letter is being written to confirm as of 7/7/2023 *BCC*, will no longer provide frontload waste service for The City of Fairhope Wastewater Treatment Center. Our Contract for the calendar year of May 2022 through May 2023 has expired and we do not intend to re-bid the service listed above. Please feel free to contact me with any additional issues you may have regarding this letter.

Best Regards,

Daniel S. Meadows

BCC Sales Representative

251-401-0914

Dennis Scott

From: jarred@easy-haul.com
Sent: Tuesday, July 18, 2023 11:55 AM
To: Dennis Scott
Subject: RE: WWTP Dumpster

Dennis,

Thank you for the opportunity to bid on this job. Unfortunately, we don't have the roll-off truck to haul the grease/rags. Also, I cannot pump grease into my restroom pump trucks.

Thank you again for the opportunity, please let me know if there is anything else I can help you with in the future.

Thanks,
Jarred Richardson
Operations Manager
251-929-2133



From: Dennis Scott <dennis.scott@fairhopeal.gov>
Sent: Tuesday, July 18, 2023 11:44 AM
To: jarred@easy-haul.com
Subject: WWTP Dumpster

Jarred would your company be interested in bidding on our grit grease rag removal at the WWTP for the City of Fairhope ?

City of Fairhope
Dennis Scott
Plant Manager
Office # 251-990-0139
Cell # 251-215-3006



CITY OF FAIRHOPE
P.O. DRAWER 429
FAIRHOPE, AL 36533
251/928-2136

ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLEASE PRINT

We hereby apply for a license to sell Alcoholic Beverages in the City of Fairhope or its Police Jurisdiction. We agree to abide by all applicable Ordinances of the City, or any amendments to same, and to promptly furnish all reports required by the City.

APPLICANT'S NAME Restaurant 85 North Bancroft LLC SSN# _____

AGE _____ DATE OF BIRTH _____ PLACE OF BIRTH Jordan

MAILING ADDRESS 26051 Predazzer Lane, Suite C, Daphne, AL 36526

HOME # _____ WORK # _____

CELL # _____ FAX # _____

RESIDENCE ADDRESS 59 Beresford Drive, Metairie, LA 70001

NO. YEARS AT PRESENT ADDRESS 4 NO. YEARS AT PREVIOUS ADDRESS 4

PREVIOUS ADDRESS 2 Beresford Drive Metairie, LA 70001

NAME AND ADDRESS OF BUSINESS The Mill
85 North Bancroft Street, Fairhope, AL 36532

NAME OF CORPORATION Restaurant 85 North Bancroft LLC

BUSINESS LOCATION 85 North Bancroft Street, Fairhope, AL 36532

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE Yes

IF SO, WHERE Louisiana UNDER WHAT NAME _____

HAS APPLICANT EVER BEEN ARRESTED No IF SO, WHERE _____

WHEN _____ WHAT WAS CHARGE _____

DISPOSITION _____

LIST THREE REFERENCES:

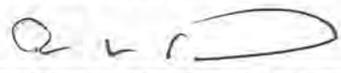
NAME	ADDRESS	PHONE NUMBER
Emily Gummer	1100 Poydras St, New Orleans LA 70163	
Bill Finn	1100 Poydras St, New Orleans LA 70163	
Tony Grego		

City of Fairhope
Alcoholic Beverage
License Application
Page -2-

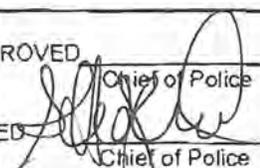
PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

- 011 - PACKAGE STORE LICENSE – Allows sale of liquor, wine, or beer at Retail, TO GO only. No one under age 21 allowed on premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 010- LOUNGE LIQUOR LICENSE – Allows sale of liquor, wine, or beer for on and off consumption. No one under age 21 allowed on the premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 031- CLUB LIQUOR LICENSE – Allows sale of liquor, wine, or beer but must meet ABC Board's "club" regulations. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 020 - RESTAURANT LIQUOR LICENSE – Allows sale of liquor, wine, or beer for on-premises consumption only and 51% of gross receipts must come from the sale of food. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 140 - SPECIAL EVENTS LICENSE
- 160 - SPECIAL RETAIL LICENSE – More than 30 days
- 040 - BEER ON/OFF PREMISES LICENSE – Allows sale of Beer Only, on and off consumption.
- 050 - BEER OFF-PREMISES LICENSE – Allows sale of Beer Only, TO GO only.
- 060 - WINE ON/OFF PREMISES LICENSE – Allows sale of Wine Only, on and off consumption.
- 070 - WINE OFF-PREMISES LICENSE – Allows sale of Wine Only, TO GO, only
- 100 - WINE WHOLESALER LICENSE
- 210 - WINE IMPORTER LICENSE
- 200 - WINE MANUFACTURER LICENSE
- 240 - NON-PROFIT TAX EXEMPT LICENSE

I STATE ALL THE ABOVE TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


SIGNATURE (FULL NAME)

7/17/23
DATE

NOT APPROVED _____ DATE _____
APPROVED  _____ DATE 7/17/23
Chief of Police

NOT APPROVED BY COUNCIL _____ DATE _____
APPROVED BY COUNCIL _____ DATE _____
City Clerk

** The Chief of Police is only acquiring a background check on the owners, partners, or corporate officers of the business for the City of Fairhope. The Alabama Alcoholic Beverage Control Board does a thorough Federal and State background check before issuing the License.



CITY OF FAIRHOPE
 P.O. DRAWER 429
 FAIRHOPE, AL 36533
 251/928-2136

Jul 12 '23 AM 8:04 JAW

ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLEASE PRINT

We hereby apply for a license to sell Alcoholic Beverages in the City of Fairhope or its Police Jurisdiction. We agree to abide by all applicable Ordinances of the City, or any amendments to same, and to promptly furnish all reports required by the City.

APPLICANT'S NAME Jenna Rachal SSN# _____

AGE _____ DATE OF BIRTH _____ PLACE OF BIRTH Birmingham, AL

MAILING ADDRESS 692 Deer Avenue, Daphne AL 36526

HOME # _____ WORK # _____

CELL # _____ FAX # _____

RESIDENCE ADDRESS 692 Deer Ave, Daphne AL 36526

NO. YEARS AT PRESENT ADDRESS 4 NO. YEARS AT PREVIOUS ADDRESS 6

PREVIOUS ADDRESS 206 Silversmith St. Fairhope AL 36532

NAME AND ADDRESS OF BUSINESS The Venue Fairhope LLC
105 South Section St. Fairhope, AL 36532

NAME OF CORPORATION _____

BUSINESS LOCATION Fairhope

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE yes

IF SO, WHERE Fairhope UNDER WHAT NAME The Venue Fairhope, LLC

HAS APPLICANT EVER BEEN ARRESTED NO IF SO, WHERE _____

WHEN _____ WHAT WAS CHARGE _____

DISPOSITION _____

LIST THREE REFERENCES:

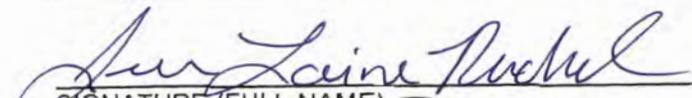
NAME	ADDRESS	PHONE NUMBER
<u>Tamara Wintzell</u>		
<u>Michael Niemeysr</u>		
<u>Stephanie Easterling</u>		

City of Fairhope
Alcoholic Beverage
License Application
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PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

- 011 - PACKAGE STORE LICENSE – Allows sale of liquor, wine, or beer at Retail, TO GO only. No one under age 21 allowed on premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 010- LOUNGE LIQUOR LICENSE – Allows sale of liquor, wine, or beer for on and off consumption. No one under age 21 allowed on the premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 031- CLUB LIQUOR LICENSE – Allows sale of liquor, wine, or beer but must meet ABC Board's "club" regulations. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 020 - RESTAURANT LIQUOR LICENSE – Allows sale of liquor, wine, or beer for on-premises consumption only and 51% of gross receipts must come from the sale of food. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 140 - SPECIAL EVENTS LICENSE
- 160 - SPECIAL RETAIL LICENSE – More than 30 days
- 040 - BEER ON/OFF PREMISES LICENSE – Allows sale of Beer Only, on and off consumption.
- 050 - BEER OFF-PREMISES LICENSE – Allows sale of Beer Only, TO GO only.
- 060 - WINE ON/OFF PREMISES LICENSE – Allows sale of Wine Only, on and off consumption.
- 070 - WINE OFF-PREMISES LICENSE – Allows sale of Wine Only, TO GO, only.
- 100 - WINE WHOLESALER LICENSE
- 210 - WINE IMPORTER LICENSE
- 200 - WINE MANUFACTURER LICENSE
- 240 - NON-PROFIT TAX EXEMPT LICENSE

I STATE ALL THE ABOVE TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


SIGNATURE (FULL NAME)

7-11-2023
DATE

 APPROVED _____ DATE 7/17/23
Chief of Police

NOT APPROVED
BY COUNCIL _____ DATE _____
City Clerk

APPROVED _____ DATE _____
Chief of Police

APPROVED
BY COUNCIL _____ DATE _____
City Clerk

** The Chief of Police is only acquiring a background check on the owners, partners, or corporate officers of the business for the City of Fairhope. The Alabama Alcoholic Beverage Control Board does a thorough Federal and State background check before issuing the License.

JAW

Revised 09/2013



CITY OF FAIRHOPE
P.O. DRAWER 429
FAIRHOPE, AL 36533
251/928-2136

ALCOHOLIC BEVERAGE LICENSE APPPLICATION

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APPLICANT'S NAME Dana Jewett SSN# _____

AGE _____ DATE OF BIRTH _____ PLACE OF BIRTH Foley Alabama

MAILING ADDRESS 235 N Circle Fairhope, AL 36532

HOME # _____ WORK # _____

CELL # _____ FAX # _____

RESIDENCE ADDRESS Same as above

NO. YEARS AT PRESENT ADDRESS 1 NO. YEARS AT PREVIOUS ADDRESS 3

PREVIOUS ADDRESS 5 Moss Oak CT, Fairhope, AL 36532

NAME AND ADDRESS OF BUSINESS Sebastian's

901 Fairhope Ave, 36532

NAME OF CORPORATION Sebastian's Fairhope LLC

BUSINESS LOCATION 901 Fairhope Ave Fairhope, AL 36532

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE NO

IF SO, WHERE _____ UNDER WHAT NAME _____

HAS APPLICANT EVER BEEN ARRESTED NO IF SO, WHERE _____

WHEN _____ WHAT WAS CHARGE _____

DISPOSITION _____

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
<u>Carmelita mikkelsen</u>	<u>Spanish Lake</u>	
<u>Will Street</u>	<u>Fairhope</u>	
<u>Bobbly Cherry</u>	<u>Bay minette</u>	

City of Fairhope
Alcoholic Beverage
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PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

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- 210 - WINE IMPORTER LICENSE
- 200 - WINE MANUFACTURER LICENSE
- 240 - NON-PROFIT TAX EXEMPT LICENSE

I STATE ALL THE ABOVE TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Dana Lee Faust
SIGNATURE (FULL NAME)

7-17-2023
DATE

NOT APPROVED _____ DATE _____
APPROVED [Signature] Chief of Police DATE 7/17/23
Chief of Police

NOT APPROVED BY COUNCIL _____ DATE _____
City Clerk
APPROVED BY COUNCIL _____ DATE _____
City Clerk

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CITY OF FAIRHOPE
 P.O. DRAWER 429
 FAIRHOPE, AL 36533
 251/928-2136

01/18/2016 by 4106 JAW

ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLEASE PRINT

We hereby apply for a license to sell Alcoholic Beverages in the City of Fairhope or its Police Jurisdiction. We agree to abide by all applicable Ordinances of the City, or any amendments to same, and to promptly furnish all reports required by the City. Cozumel Mexican Grill of Fairhope, LLC

APPLICANT'S NAME Noel Hurtado SSN# _____

AGE _____ DATE OF BIRTH _____ PLACE OF BIRTH Mexico

MAILING ADDRESS 15205 Timber Ridge Dr. Loxley AL 36551

HOME # _____ WORK # _____

CELL # _____ FAX # _____

RESIDENCE ADDRESS 15205 Timber Ridge Dr., Loxley AL 36551

NO. YEARS AT PRESENT ADDRESS 3 NO. YEARS AT PREVIOUS ADDRESS 5

PREVIOUS ADDRESS 1107 S Oak St, Loxley, AL 36551

NAME AND ADDRESS OF BUSINESS Cozumel Mexican Grill of Fairhope
18177 Wright Blvd Ste 13, Fairhope AL 36532

NAME OF CORPORATION ^(Suites 12, 13, & 14) d/b/a Cozumel Bar and Grill

BUSINESS LOCATION _____

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE Yes

IF SO, WHERE City of Loxley UNDER WHAT NAME Noel Hurtado

HAS APPLICANT EVER BEEN ARRESTED Yes IF SO, WHERE Alabama/Baldwin County

WHEN 2013 WHAT WAS CHARGE DUI

DISPOSITION _____

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
Andres Turcios	9414 Impala Drive, Foley, AL 36535	
Vera Cotofana	9414 Impala Drive, Foley, AL 36535	
Karen Sanchez	2123 South Pine St, Loxley, AL 36551	

City of Fairhope
Alcoholic Beverage
License Application
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PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

_____ **011 - PACKAGE STORE LICENSE** – Allows sale of liquor, wine, or beer at Retail, TO GO only. No one under age 21 allowed on premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.

_____ **010- LOUNGE LIQUOR LICENSE** – Allows sale of liquor, wine, or beer for on and off consumption. No one under age 21 allowed on the premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.

_____ **031- CLUB LIQUOR LICENSE** – Allows sale of liquor, wine, or beer but must meet ABC Board's "club" regulations. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.

020 - RESTAURANT LIQUOR LICENSE – Allows sale of liquor, wine, or beer for on-premises consumption only and 51% of gross receipts must come from the sale of food. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.

_____ **140 - SPECIAL EVENTS LICENSE**

_____ **160 - SPECIAL RETAIL LICENSE** – More than 30 days

_____ **040 - BEER ON/OFF PREMISES LICENSE** – Allows sale of Beer Only, on and off consumption.

_____ **050 - BEER OFF-PREMISES LICENSE** – Allows sale of Beer Only, TO GO only.

_____ **060 - WINE ON/OFF PREMISES LICENSE** – Allows sale of Wine Only, on and off consumption.

_____ **070 - WINE OFF-PREMISES LICENSE** – Allows sale of Wine Only, TO GO, only.

_____ **100 - WINE WHOLESALER LICENSE**

_____ **210 - WINE IMPORTER LICENSE**

_____ **200 - WINE MANUFACTURER LICENSE**

_____ **240 - NON-PROFIT TAX EXEMPT LICENSE**

I STATE ALL THE ABOVE TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Noel Hurtado
SIGNATURE (FULL NAME)

07/14/2023
DATE

NOT APPROVED _____ DATE _____
APPROVED [Signature] DATE 7/19/23
Chief of Police

NOT APPROVED BY COUNCIL _____ DATE _____
City Clerk
APPROVED BY COUNCIL _____ DATE _____
City Clerk

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TREE COMMITTEE

NOMINEE (S)

3-Year Term

APPOINTMENTS

Carol Sullivan
Audra Warren

REAPPOINTMENTS

The term shall end July 2027.

CITY OF FAIRHOPE



5/22/23
Paul -
Tree Committee
Member Application

APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMITTEE

City Council seeks to have diversity in making appointment to boards and committees. It is the policy of the City Council to make appointments based on the needs of the City as well as the interests and qualifications of each applicant. In accordance with the Code of Alabama, all applicants must be qualified electors and taxpayers in the City, excluding the Planning Commission. All applications filed with the City Clerk will be public record.

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: Carol First Name: Sullivan

Phone Number: 251-610-0549 Cell: 251-610-0549 Email: csullivan3814@gmail.com

Home Address: 513 Owls Nest Place

City: Fairhope State: AL Zip: 36532

Business Address: _____

City: _____ State: _____ Zip: _____

Name of Board or Committee: Fairhope Tree Commission

EDUCATIONAL BACKGROUND:

I graduated from Auburn University in 1972 with a degree in Secondary Education.
My concentration was in Mathematics.

PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:

PROFESSIONAL EXPERIENCE:

I taught Geometry and Algebra at Homewood High School, Birmingham, AL, 1972 - 1976.
I taught Geometry and Algebra at Julius T. Wright School for Girls, Mobile, AL 1978-1979

CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS:

I was on the Board at St. Ignatius Church in Mobile for several years.
I served on the Board of the Junior League of Mobile as Treasurer
I am currently the President of the Ladies Golf Association at the Lakewood Club
HOW WILL YOUR QUALIFICATIONS BEST SERVE THE NEEDS OF THE COMMUNITY?

I am very interested in the preservation of our Heritage trees in Fairhope. I would like to see contractors and citizens build around our trees instead of removing them.

Signature: Carol Sullivan Date: May 16, 2023

You may attach a resume with this application.

CITY OF FAIRHOPE



aw

APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMITTEE

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PLEASE PRINT CLEARLY

Last Name: Warren First Name: Audra
Phone Number: _____ Cell: 251-455-5947 Email: agallaspy@yahoo.com
Home Address: 19264 Fairfax Dr.
City: Fairhope State: AL Zip: 36532
Business Address: 450 Fairhope Ave / Coastal Alabama
City: Fairhope State: AL Zip: 36532
Name of Board or Committee: Tree Committee

EDUCATIONAL BACKGROUND: Bachelors of Science, Bachelors of Environment Science (both 1997) Masters of Science (1998) from Delta State University. Masters of Natural Science (2009) from University of Nebraska
PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:

PROFESSIONAL EXPERIENCE: Biology Instructor at Coastal Alabama Community College; for the past year I have been updating & labeling new trees for the Marietta Johnson tree trail on our Fairhope campus

CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS: Class of 2020 leadership Baldwin County; 2016-present - PTC Fairhope Schools; 2003-to present Junior League of Mobile; 2015-2020 Board Member of Homestead Village Advisory; 2008-2019 - Birdfest Expo Chair

HOW WILL YOUR QUALIFICATIONS BEST SERVE THE NEEDS OF THE COMMUNITY? -I am quick to jump in and help. I love sharing my knowledge & passion for dendrology!

Signature: Audra Warren

Date: 5/5/23

You may attach a resume with this application.