

**AGENDA
MAY 16, 2023
CITY COUNCIL MEETING**

The Enterprise City Council will convene in Regular Session at 6:00 p.m., Tuesday, May 16, 2023 in the Council Chambers at City Hall.

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

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

- City Council Work Session Minutes of May 2, 2023
- City Council Meeting Minutes of May 2, 2023
- Contract Billings in the amount of **\$1,032,804.25** as follows:
 - Whaley Construction Co., Inc. -**
Application No. 3 - \$497,334.15 – Construction – Recreation & Aquatics Center
 - Wiregrass Construction Co., Inc. -**
Estimate No. 7 - \$7,830.00 – Construction – FY22 Resurfacing/Phase III (A)
 - Beasley Construction Services, Inc. -**
Estimate No. 3 - \$495,389.45 – Construction – Multipurpose Recreational Complex/Phase I
 - Poly, Inc. -**
Invoice No. 19751 - \$16,150.65 – Construction Phase Services – Multipurpose Recreational Complex/Phase I
 - Ewing-Conner and Associates, Inc. -**
Invoice No. 7 - \$4,000.00 – Contract Administrative Services – 2021 CDBG Demolition Project
 - Southern Earth Sciences, Inc. -**
Invoice No. P220379-05 - \$5,850.00 – Asbestos Surveys – 2021 CDBG Demolition Project/Phase VI
 - Fine Geddie & Associates -**
Invoice No. 2111 - \$6,250.00 – Contract Services – May 2023
- Travel Requests as follows:

<u>E-911</u> Tangi Hill AAND Workshop & Board Meeting Prattville, Alabama July 19-21, 2023 Estimated Cost: \$570.50	<u>Tourism</u> Tammy Doerer Southeast Tourism Society Marketing College Macon, Georgia June 4-9, 2023 Estimated Cost: \$2,856.00
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- PRIVILEGE OF THE FLOOR (Persons allowed 3 minutes to address the Council).....President
- STAFF REPORTS.....President

OLD BUSINESS

- REVIEW & CONSIDER BID RECOMMENDATION.....President
(Corporate Hangar/Airport)

Introduce and call for consideration of a recommendation from City Engineer/Public Works Director Barry Mott to award the bid for the construction of a corporate hangar at Enterprise Municipal Airport to Hollon Contracting, LLC, in the amount of \$1,666,837.00 for the base bid only. Other bids received are as follows:

	<u>Base Bid</u>
• Elite Building Group	\$1,856,880.00
• Gencon Associates	\$1,987,000.00
• Wyatt Sasser Construction	\$1,893,500.00
• Hughes Construction	\$1,835,000.00
• Navigator International	\$27,304,354.12

REVIEW & CONSIDER BID RECOMMENDATION.....President
(Sidewalk Rehabilitation)

Introduce and call for consideration of a recommendation from City Engineer/Public Works Director Barry Mott to award Bid Requisition 2023-03 for sidewalk rehabilitation to Lewis Incorporated for a unit price contract not to exceed \$246,000.00. No other bids were received.

NEW BUSINESS

REVIEW & CONSIDER RESOLUTION 05-16-23.....President
(Sewer Utilities Relocation/Hwy 167N)

Introduce and call for consideration of Resolution 05-16-23, providing to approve Supplemental Agreement No. 4 for utility relocation costs with the State of Alabama, acting by and through the Alabama Department of Transportation, for the relocation of sewer utilities on Hwy 167N in conflict with the state’s construction of Project No. STPAA-A115(900). Resolution 05-16-23 further authorizes the Mayor to execute the agreement contingent upon ALDOT approval.

AUTHORIZE MAYOR TO EXECUTE GRANT AGREEMENT.....President
(ALDOT/Airport Hangar)

Call for a motion to authorize the Mayor, with review by the City Attorney, to execute an agreement with the Alabama Department of Transportation for funding assistance in the amount of \$500,000.00 to construct a new corporate hangar at Enterprise Municipal Airport.

AUTHORIZE MAYOR TO EXECUTE PROFESSIONAL SERVICES AGREEMENT.....President
(Barge Design Solutions/Airport Hangar)

Call for a motion to authorize the Mayor, with review by the City Attorney, to execute a Professional Services Agreement with Barge Design Solutions, Inc. in the amount of \$162,835.00 for engineering design and bid services related to the construction of a new corporate hangar at Enterprise Municipal Airport.

INTRODUCE ABC LICENSE REQUEST.....President
(Folklore Brewing Enterprise)

Introduce a request from Folklore Brewing and Meadery LLC d/b/a Folklore Brewing Enterprise for an ABC Manufacturer license located at 621 Boll Weevil Circle, Suite 19, and call for a public hearing to be held at the regular meeting scheduled for June 6, 2023.

REQUEST PERMISSION TO PURCHASE EQUIPMENT.....President
(Parks & Recreation/Infield Machine)

Introduce and call for consideration of a request from Billy Powell, Director of Community Services and Recreation, to purchase one (1) Toro 2040Z Sandpro Infield Machine from Jerry Pate Turf and Irrigation at a cost of \$22,845.90. The equipment is a budgeted item in the FY 2023 budget.

REVIEW & CONSIDER STREET LIGHTING MODIFICATION.....President
(Coone Street, Andrews Street, Clay Road & David Road)

Introduce and call for consideration of a request from City Engineer/Public Works Director Barry Mott to install the following street lights at a total monthly cost of \$167.40:

- (10) 31W Cobra Head 3,700 – 4,700 Lumens Fixtures and Associated Equipment

ACCEPT DONATION FROM WIREGRASS AUTISM ASSOCIATION.....President
(Weevil Statue/Johnny Henderson Park)

Call for a motion to accept the donation of a commissioned Weevil Statue from Wiregrass Autism Association and further authorize the Statue to be placed in Johnny Henderson Park.

APPROVE NOMINATION TO HEALTH CARE AUTHORITY.....President

Introduce and call for consideration of a request by the Board of Directors of the Enterprise Health Care Authority to approve the following nomination to the Health Care Authority of the City of Enterprise:

- John Ryan, for a five-year term beginning January 5, 2023, and ending January 4, 2028

MAYORS REPORT.....President

COUNCIL MEMBERS COMMENTS.....President

ADJOURNMENT: 5:00 p.m., Tuesday, June 6, 2023 Council Work Session.....President

ADDENDUM:

TO: MAYOR AND CITY COUNCIL
FROM: BEVERLY SWEENEY, CITY CLERK
RE: CONSENT AGENDA FOR MAY 16, 2023 COUNCIL MEETING
DATE: MAY 12, 2023

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

- A. The minutes of the May 2, 2023 Work Session.**
- B. The minutes of the May 2, 2023 Regular Session.**
- C. Contract Billings in the amount of \$1,032,804.25 as follows:**
 - Whaley Construction Co., Inc. -**
Application No. 3 - \$497,334.15 – Construction – Recreation & Aquatics Center
 - Wiregrass Construction Co., Inc. -**
Estimate No. 7 - \$7,830.00 – Construction – FY22 Resurfacing/Phase III (A)
 - Beasley Construction Services, Inc. -**
Estimate No. 3 - \$495,389.45 – Construction – Multipurpose Recreational Complex/Phase I
 - Poly, Inc. -**
Invoice No. 19751 - \$16,150.65 – Construction Phase Services – Multipurpose Recreational Complex/Phase I
 - Ewing-Conner and Associates, Inc. -**
Invoice No. 7 - \$4,000.00 – Contract Administrative Services – 2021 CDBG Demolition Project
 - Southern Earth Sciences, Inc. -**
Invoice No. P220379-05 - \$5,850.00 – Asbestos Surveys – 2021 CDBG Demolition Project/Phase VI
 - Fine Geddies & Associates -**
Invoice No. 2111 - \$6,250.00 – Contract Services – May 2023
- D. Travel Requests as follows:**
 - E-911**
Tangi Hill
AAND Workshop & Board Meeting
Prattville, Alabama
July 19-21, 2023
Estimated Cost: \$570.50
 - Tourism**
Tammy Doerer
Southeast Tourism Society Marketing College
Macon, Georgia
June 4-9, 2023
Estimated Cost: \$2,856.00

CITY COUNCIL WORK SESSION MINUTES OF MAY 2, 2023

The Enterprise City Council convened in Work Session at 5:00 p.m., Tuesday, May 2, 2023 in the Council Chambers at City Hall. Notice of the meeting was posted as Per Act 2005-40 (Code of Alabama).

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

ABSENT: Council Member Eugene Goolsby, District #2

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

ROLL CALL – All Council Members were present with the exception of Council Member Goolsby.

The following items were discussed:

- Q2 Goal Update
- Review of Agenda

EXECUTIVE SESSION

Council President Townsend informed those in attendance that an Executive Session was needed to discuss issues requiring legal advice and counsel related to real estate, good name, and character. City Attorney Rainer Cotter advised the Council it would be appropriate to go into Executive Session to discuss such matters. A motion was made by Council Member Rich, seconded by Council Member Johnson, for the Council to go into Executive Session. All Council Members – Aye. Before moving into Executive Session, Council President Townsend notified attendees that the Council expected to be in Executive Session for approximately 25 minutes.

CALL FOR EXECUTIVE SESSION

At 5:35 p.m., Attorney Rainer Cotter appeared before the Council and stated that items pending before the Council involved issues requiring legal advice and counsel related to real estate, reputation, and character.

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

WHEREAS, the City Council of the City of Enterprise, Alabama, with a quorum being present, was conducting a meeting on the 2nd day of May, 2023, the time, date, place, and agenda of which was duly announced and notices of which were posted in accordance with the Alabama Open Meetings Law Act 2005-40 (Act); and,

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

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

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

Which motion was seconded by Council Member Johnson; and,

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

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

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

Discussion of issues requiring legal advice and counsel related to real estate, reputation, and character.

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

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

	<u>Yeas</u>	<u>Nays</u>
1. Rich		
2. Padgett		
3. Johnson		
4. Townsend		

And the President declared that a majority of the votes being in favor of the motion, that such motion had therefore passed and the Council would forthwith recess into Executive Session at 5:35 p.m. for the purpose as stated in said motion and no other purpose, in accordance with the Act and reconvene in approximately 25 minutes.

By: _____
President

By: _____
Attorney

Attest: _____

Attest: _____

RECONVENE IN WORK SESSION

The Work Session was recessed into Executive Session at 5:35 p.m. and reconvened into Work Session at 6:00 p.m. after duly made motion and second with all Ayes.

ADJOURNMENT

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

Turner Townsend
Council President

Beverly Sweeney
City Clerk

CITY COUNCIL MEETING MINUTES OF MAY 2, 2023

The Enterprise City Council convened in Regular Session at 6:00 p.m., Tuesday, May 2, 2023 in the Council Chambers at City Hall.

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

ABSENT: Council Member Eugene Goolsby, District #3

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

ROLL CALL – All Council Members were present with the exception of Council Member Goolsby.

APPROVAL OF AGENDA

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

CONSIDERATION OF CONSENT AGENDA

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

- City Council Work Session Minutes of April 4, 2023
- City Council Work Session Minutes of April 18, 2023
- City Council Meeting Minutes of April 18, 2023
- Accounts Payable (A) for April 2023 in the amount of **\$1,076,507.28** as follows:
City of Enterprise - \$929,122.98 Water Works Board - \$147,384.30
- Accounts Payable (B) for April 2023 in the amount of **\$31.32** as follows:
City of Enterprise - \$31.32
- Contract Billings in the amount of **\$75,623.39** as follows:
Blankenship Contracting, Inc. -
Estimate No. 10 - \$61,651.49 – Construction – Hwy 167N Sewer Utilities Relocation
Poly, Inc. -
Invoice No. 19741 - \$4,591.90 – Engineering Services – Hwy 167N Sewer Utilities Relocation
KPS Group -
Invoice No. 12 - \$3,130.00 – Contract Planning Services – March 2023
Fine Geddie & Associates -
Invoice No. 1995 - \$6,250.00 – Contract Services – March 2023
- Travel Requests as follows:
Administrative
LeeAnn Swartz
Maribel James
2023 GFOA Annual Conference
Portland, Oregon
May 20-25, 2023
Estimated Cost: \$7,497.14
Christina Meissner
AAPPA Conference & Problem Sharing Forum
Point Clear, Alabama
August 15-18, 2023
Estimated Cost: \$1,630.00

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

CONSIDER PERMIT/STREET CLOSURE REQUEST (Main Street Enterprise/Military Appreciation Day)

The President called for a motion to approve the following permit request as submitted:

- **Military Appreciation Day 2023**
Event Time/Date: 4:00 p.m. – 8:00 p.m., Saturday, June 10, 2023
Rain Date: Saturday, June 17, 2023
Street Closure: 2:00 p.m. – 9:00 p.m.
Closure Area: East College Street (Edwards to Main Street)

*****Previously approved by the Council on March 7, 2023. Permit revised to reflect a change in the street closure area.***

PERMIT/STREET CLOSURE REQUEST (Continued):

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

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

Paul Pariseau, 401 Holly Hill Road, and Charles Walker, 101 Bay Street, registered complaints of noise, traffic, and large gatherings at 403 Holly Hill Road, a short-term rental unit, and expressed concerns regarding the safety of children in the neighborhood due to the proximity of the property to Holly Hill Elementary School.

STAFF REPORTS

Main Street Director Mariah Montgomery provided renderings of the 123 South Main Street lot and discussed the Main Street Enterprise Design Committees' concept for that space.

Tammy Doerer, Director of Tourism and Community Relations, requested to amend the permit for the Boll Weevil Block Party to include the additional closure of West College Street to Railroad from 7:00 a.m. until 9:00 p.m., Friday, May 5, 2023, to allow WTVY television crew to set up a stage to conduct their Hometown Tour broadcast. The President called for consideration of the request. A motion was made by Council Member Padgett, seconded by Council Member Johnson, to approve the street closure request as presented. The vote being: Rich – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

City Administrator Jonathan Tullos requested to close City Hall, June 29-30, 2023, due to the City's transition to new a MUNIS server. Council Members will consider the request at the May 16, 2023 Council Meeting.

OLD BUSINESSPUBLIC HEARING & CONSIDERATION/ORDINANCE 04-04-23 (GG&K, LLC Rezone)

The President called for a public hearing prior to consideration of Ordinance 04-04-23, providing for the rezone of .57 acres of land owned by GG&K, LLC from R-100 (Residential District) to R-65 (Residential District) located at 105 Smith Drive. No comments were offered. The President closed the hearing and called for consideration of Ordinance 04-04-23.

A motion was made by Council Member Rich, seconded by Council Member Johnson, to adopt Ordinance 04-04-23. The vote being: Rich – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried and Ordinance 04-04-23 duly passed and adopted.

PUBLIC HEARING & CONSIDERATION/ABC LICENSE REQUEST (The Barrel Room)

The President called for a public hearing prior to consideration of a request from 3 Plates LLC d/b/a The Barrel Room for a Lounge Retail Liquor – Class I license located at 2200 Ozark Highway, Suite B. No comments were offered. The President closed the hearing and called for consideration of the ABC license request.

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

PUBLIC HEARING & CONSIDERATION/ABC LICENSE REQUEST (Popshelf Store 24430)

The President called for a public hearing prior to consideration of a request from Dolgencorp LLC d/b/a Popshelf Store 24430 for a Retail Table Wine (Off Premises Only) license located at 704 Boll Weevil Circle. No comments were offered. The President closed the hearing and called for consideration of the ABC license request.

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

REVIEW & CONSIDER BID RECOMMENDATION (Police Department/Vehicles)

The President introduced and called for consideration of a recommendation from Police Chief Michael Moore to award Bid Requisition No. 2023-04 for three (3) 2023 Dodge Durango Pursuit Package AWD vehicles to Mitchell Chrysler Dodge Jeep Ram at \$42,214.00 each for a total cost of \$126,642.00. Other bids received are as follows:

- Stivers Chrysler Dodge Jeep Ram \$41,602.36 each (did not meet bid specifications)

CONSIDER BID RECOMMENDATION (Continued):

A motion was made by Council Member Johnson, seconded by Council Member Padgett, to award Bid Requisition 2023-04 for three (3) 2023 Dodge Durango Pursuit Package AWD vehicles to Mitchell Chrysler Dodge Jeep Ram at a total cost of \$126,642.00. The vote being: Rich – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

NEW BUSINESS**REVIEW & CONSIDER RESOLUTION 05-02-23 (MWPP/College Street WWTP)**

The President introduced and called for consideration of Resolution 05-02-23, providing for the adoption of the Municipal Water Pollution Prevention (MWPP) annual report for NPDES Permit #AL0020036 for the College Street Wastewater Treatment facility. The report sets forth the actions and schedule necessary to maintain effluent requirements contained in the permit and to prevent the bypass and overflow of raw sewage within the collection system or treatment plant.

A motion was made by Council Member Johnson, seconded by Council Member Padgett, to adopt Resolution 05-02-23. The vote being: Rich – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried and Resolution 05-02-23 duly passed and adopted.

REVIEW & CONSIDER RESOLUTION 05-02-23-A (MWPP/Northeast WWTP)

The President introduced and called for consideration of Resolution 05-02-23-A, providing for the adoption of the Municipal Water Pollution Prevention (MWPP) annual report for NPDES Permit #AL0020061 for the Northeast Wastewater Treatment facility. The report sets forth the actions and schedule necessary to maintain effluent requirements contained in the permit and to prevent the bypass and overflow of raw sewage within the collection system or treatment plant.

A motion was made by Council Member Padgett, seconded by Council Member Rich, to adopt Resolution 05-02-23-A. The vote being: Rich – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried and Resolution 05-02-23-A duly passed and adopted.

REQUEST PERMISSION TO PURCHASE PLAYGROUND EQUIPMENT (Parks & Recreation/Ouida Street Park)

The President introduced and called for consideration of a request from Billy Powell, Director of Community Services and Recreation, to purchase playground equipment from GameTime (Struthers Recreation, LLC) at a cost of \$41,902.12. The equipment will be purchased through an OMNIA Partners/U.S. Communities contract for use at Ouida Street Park.

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

REQUEST PERMISSION TO PURCHASE PAVILION (Parks & Recreation/Ouida Street Park)

The President introduced and called for consideration of a request from Billy Powell, Director of Community Services and Recreation, to purchase a 20' x 30' pavilion for Ouida Street Park from Baker Metal at a cost of \$3,282.00.

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

DESIGNATE IMPLEMENTING TRANSIT PROVIDER (FY 2024 Section 5311 Program)

The President called for a motion to designate the Southeast Alabama Regional Planning and Development Commission d/b/a Wiregrass Transit Authority as the city's local implementing transit provider for the Section 5311 Program.

A motion was made by Council Member Rich, seconded by Council Member Padgett, to designate Southeast Alabama Regional Planning and Development Commission d/b/a Wiregrass Transit as the city's local implementing transit provider for the Section 5311 Program. The vote being: Rich – Aye; Padgett – Aye; Johnson – Aye; Townsend – Aye. The President declared the motion carried.

CONSIDER REQUEST TO HIRE – Seasonal Student Worker II

The President introduced and called for consideration of a request from Human Resources Director Christina Meissner to hire one (1) Seasonal Student Worker II at an estimated cost not to exceed \$4,600.00 through the end of the fiscal year. At this time, the current budget for Sanitation should not have to be amended due to vacancies in other positions which would cover the additional cost in salary. If approved, the position will aid both Public Works and the Engineering Department on tasks that would be beneficial to both departments and a student working towards a degree in those fields.

CONSIDER REQUEST TO HIRE (Continued):

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

CONSIDER STREET CLOSURE REQUEST – College Street

The President introduced and called for consideration of a request from City Engineer/Public Works Director Barry Mott to close College Street for two (2) days during the week of May 8-12, 2023, to install permanent striping on East College Street from Main Street to Edwards Street and West College Street from Main Street to the railroad crossing. Closure dates will be determined based upon weather conditions and the contractor's schedule.

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

MAYORS REPORT

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

COUNCIL MEMBERS COMMENTS

Council Members addressed Mr. Pariseau and Mr. Walker's comments and thanked city employees, meeting attendees, and citizens watching online.

ADJOURNMENT

There being no further business before the Council, the President declared the Regular Session adjourned at 6:40 p.m.

Turner Townsend
Council President

Beverly Sweeney
City Clerk

CONTRACT BILLINGS REGISTER

MAY 16, 2023

1. **Whaley Construction Co., Inc. -**
Application No. 3 - \$497,334.15 – Construction – Recreation & Aquatics Center
2. **Wiregrass Construction Co., Inc. -**
Estimate No. 7 - \$7,830.00 – Construction – FY22 Resurfacing/Phase III (A)
3. **Beasley Construction Services, Inc. -**
Estimate No. 3 - \$495,389.45 – Construction – Multipurpose Recreational Complex/Phase I
4. **Poly, Inc. -**
Invoice No. 19751 - \$16,150.65 – Construction Phase Services – Multipurpose Recreational Complex/Phase I
5. **Ewing-Conner and Associates, Inc. -**
Invoice No. 7 - \$4,000.00 – Contract Administrative Services – 2021 CDBG Demolition Project
6. **Southern Earth Sciences, Inc. -**
Invoice No. P220379-05 - \$5,850.00 – Asbestos Surveys – 2021 CDBG Demolition Project/Phase 6
7. **Fine Geddie & Associates -**
Invoice No. 2111 - \$6,250.00 – Contract Services – May 2023

TOTAL CONTRACT BILLINGS - \$1,032,804.25

Item Id	Description	Contract Amount	Percent Complete	Total Billed	Previous Billed	Total This Invoice
1605	FEEDERS	207,992.00				
1606	POWER BRANCH CIRCUITS	401,232.00				
1607	LIGHTING BRANCH CIRCUITS	373,684.00				
1608	MECHANICAL EQUIPMENT POWE	77,043.00				
1609	TRIMOUT	15,839.00				
1610	FIRE ALARM AND AUXILLARY SY:	179,570.00				
1611	GENERATOR ROUGH IN & INSTAI	77,477.00				
1612	LIGHTING	339,679.00				
1700	CONTINGENCIES AND ALLOWAN					
1701	UNFORSEEN	500,000.00				
Total		23,074,155.00	8.35 %	1,926,880.08	1,403,370.43	523,509.65

Accompanying Documentation:	GROSS AMOUNT DUE	\$1,926,880.08
	PLUS ADD-ONS	0.00
	PLUS TAX	0.00
	LESS RETAINAGE	96,344.03
	AMOUNT DUE TO DATE	1,830,536.05
	LESS PREVIOUS PAYMENTS	1,333,201.90
	AMOUNT DUE ALL APPLICATIONS	497,334.15
	AMOUNT DUE THIS APPLICATION	\$497,334.15

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract documents.

Dated 03/28/23

WHALEY CONSTRUCTION COMPANY, INC.

CONTRACTOR

By

Clvey Jones
(Authorized Signature)

Payment of the above AMOUNT DUE THIS APPLICATION is recommended

Dated 04/05/23

Seay, Seay, and Litchfield P.C.

ARCHITECT

By

AS
(Authorized Signature)

ANALYSIS OF WORK PERFORMED:

CONTRACTOR'S CERTIFICATION

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

 5-5-23
Date

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

05/08/2023
Date

(A) Original Contract Amount	<u>\$3,953,589.00</u>
(B) Plus: Additions Scheduled in Change Orders	<u> </u>
(C) Less: Deductions Scheduled in Change Order	<u> </u>
(D) Adjusted Contract Amount to Date.	<u>\$3,953,589.00</u>

ANALYSIS OF WORK PERFORMED:

(A) Cost of original contract work performed to date.	\$807,536.63
(B) Change Order work performed to date.	
(C) Total Cost of work performed to date	\$807,536.63
(D) Stored Materials.	\$35,209.25
(E) Subtotal of Items (c) and (d).	\$842,745.88
(F) Less: Amount retained in accordance with contract terms	\$42,137.29
(G) Net amount earned on contract work to date	\$800,608.59
(H) Less: Amount of previous payments.	\$305,219.14
(I) BALANCE DUE THIS PAYMENT.	\$495,389.45

CONTRACTOR'S CERTIFICATION

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

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

Lindsay Sasser
Lindsay Sasser, Project Manager

4/28/2023
Date

ENGINEER'S CERTIFICATION

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

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

05/08/2023
Date



INVOICE

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

Attn: Mrs. Beverly Sweeney, City Clerk

Poly, Inc.

P.O. Box 837 - Dothan, AL 36302
1935 Headland Ave. - Dothan, AL 36303
Telephone: 334.793.4700
Fax: 334.793.9015
www.poly-inc.com

INVOICE : 19751
DATE: 05/08/23
TERMS: NET 30 Days
JOB NO.: 11-443

FOR PROFESSIONAL SERVICES RENDERED AS FOLLOWS:

Re: Enterprise Multipurpose Recreational Complex - Phase I

Construction Phase services rendered under Task Order No. 53.

Contract Amount - \$3,953,589.00
Contractor - Beasley Construction Services

Construction Administration Phase:

\$72,000.00 x 20% \$14,400.00

Construction: (2/20/23 - 4/30/23):

Resident Project Representative II:

86.50 hrs. (Reg.) x \$93.30/hr..... \$8,070.45

13 hrs. (OT) x \$139.95/hr..... \$1,819.35

Total Amount \$24,289.80

Less Previous Payments \$8,139.15

Amount Due This Invoice \$16,150.65

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

THANK YOU FOR YOUR BUSINESS!

EWING-CONNER AND ASSOCIATES, INC.

Post Office Drawer 6805
Dothan, Alabama 36302-6805
(334) 793 - 7695

INVOICE

Honorable William E. Cooper, Sr., Mayor
City of Enterprise
Post Office Box 311000
Enterprise, Alabama 36331-1000

Invoice Number 7

May 10, 2023

RE: Contract For Professional Administrative Service(s) - Project Number LR-CE-PF-21-002.

In accordance with Part I; Subsection 2(A) and 5 of our contractual agreement for Program Management Service(s) entered into on the 07th day of February, 2022; please remit the sum of **Four Thousand Dollars and No Cents** for project management service(s) rendered relative to the "Scope of Services" section in conjunction with CDBG Project LR-CE-PF-21-002.

DESCRIPTION	CONTRACT	% COMPLETE	PRIOR AMOUNT (\$)	CURRENT %	TOTAL %	AMOUNT DUE (\$)
SATISFACTION OF LCC	\$ 8,700.00	100.00%	8,700.00	8.05%	100.00%	0.00
DEMOLITION DESIGN FEE	\$ 10,000.00	80.00%	8,000.00	10.00%	90.00%	1,000.00
ON-GOING ADMINISTRATION	\$ 16,400.00	80.00%	7,300.00	18.29%	62.80%	3,000.00
PROGRAM CLOSE-OUT	\$ 3,900.00	0.00%	0.00	0.00%	0.00%	0.00
CONTRACT TOTAL	\$ 39,000.00	*****	\$ 24,000.00	*****		\$ 4,000.00

Respectfully Submitted,

EWING-CONNER AND ASSOCIATES, INC.

David W. Ewing

David W. Ewing,
President



**SOUTHERN
EARTH SCIENCES**

Southern Earth Sciences, Inc.

P.O. Box 160745
Mobile, AL 36616-1745
251-445-4354

CITY OF ENTERPRISE
P.O. BOX 311000
ENTERPRISE, AL 36331-1000

Invoice number P220379-05
Date 04/30/2023

Project **P22-0379 THE CITY OF ENTERPRISE,
AL ASBESTOS SURVEYS**

For Professional Services provided through April 30,2023

ASBESTOS SURVEYS FOR THE CITY OF ENTERPRISE

CDBG Program #: LR-CE-PF-21-002 Phase 6

9 Properties @ \$ 650.00/each

Total Invoice \$ 5,850.00

Description	Current Billed
THE CITY OF ENTERPRISE, AL ASBESTOS SURVEYS	5,850.00
Total	5,850.00

Invoice total **5,850.00**

For questions regarding the services performed, contact the branch office. For questions concerning payment, call Debbie: Corporate Accounts Receivable 251-445-4370. We accept Checks, Visa, MasterCard, American Express, Discover and ACH payments. Please include the invoice number on payments and do NOT staple or tape payments to documents.

Finance charges will be assessed at the rate of 1% per month on account balances over 30 days. You will be responsible for payment of all attorney's fee and other costs of collection on this account.

FINE GEDDIE
& ASSOCIATES
LIMITED LIABILITY COMPANY

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

Invoice

Date	Invoice #
5/1/2023	2111

			Amount
Services Rendered May 2023			6,250.00
		Total	\$6,250.00

**TRAVEL REQUESTS
CITY COUNCIL MEETING
MAY 16, 2023**

E-911

Tangi Hill

AAND Workshop & Board Meeting

Prattville, Alabama

July 19-21, 2023

Estimated Cost: \$570.50

Tourism

Tammy Doerer

Southeast Tourism Society Marketing College

Macon, Georgia

June 4-9, 2023

Estimated Cost: \$2,856.00



CITY OF ENTERPRISE
TRAVEL REQUEST FORM

NAME OF EMPLOYEE: Tangi Hill
TITLE OF EMPLOYEE: E911 Coordinator
DEPARTMENT: E911
ANTICIPATED TRAVEL DATES: July 19th - 21st, 2023
LOCATION OF TRAVEL: Prattville, AL
SPECIFIC BUSINESS PURPOSE: Attend 911 Summit/Conference, AL911Board Meeting and Workshops
(i.e. seminar, attend conference, continuing education, etc.)

Describe the essential nature of the travel request and how this travel will benefit the City:
(Make sure to provide the full name of acronyms used.)

Scheduled and required meeting with the Alabama 911 State Board, ACCA
(Association of County Commissions of Alabama), AAND (Alabama Association of 911 Districts)
and SEAL911 (Southeast Alabama 911) quarterly meetings. Valuable training on liability issues,
open records laws, financing the 911 programs.
Montgomery Marriott Prattville Hotel & Conference Center at Capitol Hill
2500 Legends Circle Prattville Alabama 36066

Fee: \$ 100.00
Per Diem: \$ 120.00
Hotel Cost \$ 350.50
Total: \$ 570.50

Employee Signature: Tangi Hill

Date: 5/4/2023

Dept. Head Signature: [Signature]

Date: 5/4/2023

CITY OF ENTERPRISE



TRAVEL REQUEST FORM

NAME OF EMPLOYEE: Tammy Doerer

TITLE OF EMPLOYEE: Director of Tourism and Community Relations

DEPARTMENT: Community Services

ANTICIPATED TRAVEL DATES: June 4-9, 2023

LOCATION OF TRAVEL: Macon Marriott City Center, 240 Coliseum Drive Macon, GA

SPECIFIC BUSINESS PURPOSE: STS Southeast Tourism Society Marketing College- Macon, GA

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

Request permission to attend the 2023 STS Southeast Tourism Society Marketing College in Macon, GA. This event will take place on Sunday, June 4 through Friday, June 9, 2023.

I will be driving to Macon, GA on Sunday, June 4 and returning on Friday, June 9, 2023. The conference and lodging will be held at the Macon Marriott City Center, 240 Coliseum Drive, Macon, Georgia.

This program is a continuing education program for the travel and tourism industry. Marketing College professors are industry-related professionals from across the U.S., who bring a working knowledge of current trends, data, and implementation for tourism and travel.

This will complete my third year of training and certification for the State of AL and Southeast Tourism Society (STS). Upon completion of the three-year Marketing College® curriculum I will receive Travel Marketing Professional (TMP) certification, which will require me to attend the 2023 STS Annual Conference in September to receive my certificate.

Transportation:	Approximately \$266.00 (425 miles x 62.5)
Lodging:	Approximately \$1,000.00 (5 Nights at \$200)
Meals:	Approximately \$ 240.00 (6 Days @per diem rate of \$40 a day)
Conference Fee:	\$1,350.00
Total Cost:	\$2,856 (Travel #55024: \$1,506) (School #53010: \$1,350.00)

Tammy Doerer
Employee Signature

5/11/2023
Date

Billy Powell
Dept. Head Signature

5/11/23
Date



City of Enterprise

Department of Engineering Services & Public Works

501 S Main Street

Enterprise, Alabama 36330

Phone (334) 348-2671

Fax (334) 348-2672

MEMORANDUM

TO: Beverly Sweeney, City Clerk

FROM: Barry Mott, City Engineer/Public Works Director

DATE: 5/11/2023

RE: Bid Acceptance and Award for Airport Hangar

Please place the following request on the City Council agenda for the meeting to be held on May 16, 2023.

Request for Council action to accept and award the bid for the aircraft hangar to Hollon Contracting, LLC for the base bid only in the amount of \$1,666,837.00. It is my recommendation to not award the Alternate 1 bid item at \$89,703.15 for additional concrete on this project.

Bids were received and opened May 4, 2023, at 2:00pm at City Hall. Attached is the bid tabulation for this bid and the recommendation to award from the design engineer.

A summary of the bids are as follows:

	ELITE BUILDING GROUP	HOLLON CONTRACTING	GENCON ASSOCIATES	WYATT SASSER CONSTRUCTION	HUGHES CONSTRUCTION	NAVIGATOR INTERNATIONAL
BASE BID	\$1,856,880.00	\$1,666,837.00	\$1,987,000.00	\$1,893,500.00	\$1,835,000.00	\$27,304,354.12
ALT 1	\$43,677.45	\$89,703.15	\$45,450.00	\$86,355.00	\$75,750.00	\$63,125,000.00
BASE BID + ALT 1	\$1,900,557.45	\$1,756,540.15	\$2,032,450.00	\$1,979,855.00	\$1,910,750.00	\$90,429,354.12

Thank you.

IMPROVEMENTS TO ENTERPRISE MUNICIPAL AIRPORT
New 130' x 105' Corporate Hangar with Associated Utility and Site Improvements
ENTERPRISE, ALABAMA

ALDOT 50/50

BID TABULATION

BASE BID				ELITE BUILDING GROUP, LLC 161 US HWY 84 WEST NEWTON, AL 36352		HOLLON CONTRACTING, LLC 200 CAT WAY DOTHAN, AL 36303		GENCON ASSOCIATES, INC. 281 CHOC HILLS ROAD DOTHAN, AL 36303		WYATT SASSER CONSTRUCTION CO. 1077 PINWOOD ROAD ANDALUSIA, AL 36421		HUGHES CONSTRUCTION CO. 11083 E. HWY. 27 OZARK, AL 36360		NAVIGATOR INTERNATIONAL, LLC 107 W. COLLEGE STREET ENTERPRISE, AL 36330	
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
1	New Corporate Hangar (To include all mobilization, site work, plumbing, electrical, etc. for a complete facility)	1	LS	\$ 1,841,000.00	\$ 1,841,000.00	\$ 1,648,952.00	\$ 1,648,952.00	\$ 1,970,000.00	\$ 1,970,000.00	\$ 1,875,000.00	\$ 1,875,000.00	\$ 1,820,000.00	\$ 1,820,000.00	\$ 2,304,354.12	\$ 2,304,354.12
2	Undercut and Replace unsuitable soils (if required)	500	CY	\$ 31.76	\$ 15,880.00	\$ 35.77	\$ 17,885.00	\$ 34.00	\$ 17,000.00	\$ 37.00	\$ 18,500.00	\$ 30.00	\$ 15,000.00	\$ 50,000.00	\$ 25,000,000.00
BASE BID TOTAL					\$ 1,856,880.00		\$ 1,666,837.00		\$ 1,987,000.00		\$ 1,893,500.00		\$ 1,835,000.00		\$ 27,304,354.12

ADDITIVE ALTERNATE #1															
ADD ALT 1	Remove and replace asphalt apron with concrete.	505	SY	\$ 86.49	\$ 43,677.45	\$ 177.63	\$ 89,703.15	\$ 90.00	\$ 45,450.00	\$ 171.00	\$ 86,355.00	\$ 150.00	\$ 75,750.00	\$ 125,000.00	\$ 63,125,000.00
ADDITIVE ALTERNATE No. 1 TOTAL:					\$ 43,677.45		\$ 89,703.15		\$ 45,450.00		\$ 86,355.00		\$ 75,750.00		\$ 63,125,000.00
BASE BID + ADDITIVE ALTERNATE No. 1 TOTAL:					\$ 1,900,557.45		\$ 1,756,540.15		\$ 2,032,450.00		\$ 1,979,855.00		\$ 1,910,750.00		\$ 90,429,354.12

Denotes Mathematical Error

I hereby certify that, to the best of my knowledge, this is a true and correct copy tabulation of bids which were opened in the Engineering Department Room at City Hall on Thursday, May 4, at 2:00 PM local time.


Michael J. Cole, PE, PMP
Project Manager

May 10, 2023
File 31677-35

Mr. Barry Mott, PE
City Engineer/Public Works Director
CITY OF ENTERPRISE
501 South Main Street
Enterprise, Alabama 36330

RE: ALDOT 50/50 Project
New Corporate Hangar
Enterprise Municipal Airport
Enterprise, Alabama

Dear Barry:

Bids for the above referenced project were received on May 4, 2023, at 2:00 P.M. at City Hall. The bid tabulation is enclosed for your reference. The lowest bidder on the project was Hollon Contracting, LLC (Hollon) with a base bid of \$1,666,837.00 and alternate 1 bid of \$89,703.15. The total of the base bid plus alternate 1 being \$1,756,540.15.

Barge Design Solutions (Barge) has requested and received reference letters from Hollon and these letters are also enclosed with this letter.

Barge Design Solutions has reviewed the bids and recommends award of the contract to Hollon Contracting, LLC.

If the City of Enterprise elects to pursue this contract with Hollon, please let us know if we can assist with the letter of award to the Contractor.

Please give me a call at (334) 334.793.6266 with any comments or questions you may have.

Sincerely,



Michael J. Cole, PE, PMP
Project Manager

Enclosure



United States Department of the Interior

FISH AND WILDLIFE SERVICE
1875 Century Boulevard
Atlanta, Georgia 30345

May 9, 2023

Re: New Corporate Hanger for the City of Enterprise

Dear City of Enterprise,

I had the pleasure of working with Hollon Contracting LLC in 2021 and 2022 on the construction of the new Environmental Education Center at the Hobe Sound National Wildlife Refuge. Hollon also completed renovations to the Visitor's Center at the same refuge.

Hollon's strengths are numerous, but the one that made the Hobe Sound projects so successful was the on-site supervision they provided. In my opinion, this is the most important service a contractor provides. If the site superintendent is highly capable, the project will be successful. The site superintendent at Hobe Sound was outstanding. His attention to detail was unparalleled.

I would be amiss if I did not also mention the wonderful support staff at Hollon. They were always friendly and very prompt in getting product data, pay requests, and other important information submitted to me in a timely fashion.

I could not recommend any contractor more highly than Hollon Contracting LLC for your new corporate hanger project. Please advise if you need any further information.

Very Truly Yours,

John S. Loving, RA, NCARB
Architect
U.S. Fish & Wildlife Service
Infrastructure Management Division
South Atlantic – Gulf & Mississippi Basin
Cell: 404-638-8481
Email: john_loving@fws.gov



May 9, 2023

Barge Design Solutions, Inc.
2047 West Main Street
Dothan, AL 36301

Re: Hollon Contracting, LLC Reference Letter; Improvements To Enterprise Municipal
Airport New Corporate Hangar

Mr. Michael Cole,

Palomar Insurance has had the privilege of providing bonding for Hollon Contracting, LLC for over 15 years. We maintain an available \$25,000,000.00 aggregate bond program for Hollon through Zurich American/Fidelity and Deposit Company of Maryland.

Hollon Contracting, LLC has always performed contracts as agreed, in a professional and timely manner. We highly recommend Hollon and their team for any project your firm may consider.

If you have questions or need any additional information, please feel free to contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read "Hank Strother", with a long horizontal flourish extending to the right.

Hank Strother
Senior Vice President, Palomar Insurance
hanks@palomarins.com
Cell: 334-372-0000

NAVFAC/USACE PAST PERFORMANCE QUESTIONNAIRE (Form PPQ-0)

CONTRACT INFORMATION (Contractor to complete Blocks 1-4)

1. Contractor Information

Firm Name: HOLLON CONTRACTING, LLC
 Address: 200 CAT WAY, DOTHAN, AL 36303
 Phone Number: 334-671-1911

CAGE Code: 48W14
 DUNs Number: 610709862

Email Address: CatHollon@HollonContractingLLC.com
 Point of Contact: CAT HOLLON Contact Phone Number: 334-671-1911

2. Work Performed as: ☒ Prime Contractor ☐ Sub Contractor ☐ Joint Venture ☐ Other (Explain)
 Percent of project work performed:
 If subcontractor, who was the prime (Name/Phone #):

3. Contract Information

Contract Number: FAA-AIP# 3-01-0083-011-2018 GARVER # 17131030

Delivery/Task Order Number (if applicable):

Contract Type: ☒ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (Please specify):

Contract Title: T-HANGAR CONSTRUCTION AT THE CARL FOLSOM FIELD AIRPORT

Contract Location: ELBA, AL

Award Date (mm/dd/yy): 10/2/2018

Contract Completion Date (mm/dd/yy): 6/12/19

Actual Completion Date (mm/dd/yy): 8/27/19

Explain Differences: Owner/Architect requested pricing after final walkthrough on selected items, however, pricing was not accepted therefore causing the delay from final walkthrough to final acceptance.

Original Contract Price (Award Amount): \$400,336

Final Contract Price (to include all modifications, if applicable):

Explain Differences: N/A

4. Project Description:

Complexity of Work ☐ High ☐ Med ☒ Routine

How is this project relevant to project of submission? (Please provide details such as similar equipment, requirements, conditions, etc.)

Construct a Contractor-Designed 6-Unit T-Hangar with utilities and concrete apron construction. 36' x 200'

CLIENT INFORMATION (Client to complete Blocks 5-8)

5. Client Information

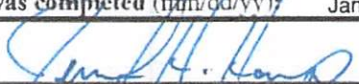
Name: Jennifer Harp, PE
 Title: Project Manager
 Phone Number: 256-534-5512
 Email Address: JHHarp@GarverUSA.com

6. Describe the client's role in the project:

Project Manager coordinating work items, conducting site visits, compiling and approving Pay Estimates and Change Orders.

7. Date Questionnaire was completed (mm/dd/yy): January 13, 2020

8. Client's Signature:



NOTE: NAVFAC/USACE REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO USACE WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON USACE SOLICITATIONS. CLIENTS ARE

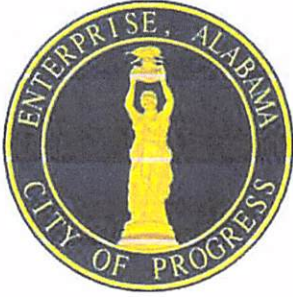
TO BE COMPLETED BY CLIENT

PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS
YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.

1. QUALITY:						
a) Quality of technical data/report preparation efforts	<input checked="" type="radio"/> E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	<input checked="" type="radio"/> E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	<input checked="" type="radio"/> VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	<input checked="" type="radio"/> E	VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E	<input checked="" type="radio"/> VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	<input checked="" type="radio"/> E	VG	S	M	U	N
3. CUSTOMER SATISFACTION:						
a) To what extent were the end users satisfied with the project?	E	<input checked="" type="radio"/> VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	<input checked="" type="radio"/> E	VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	<input checked="" type="radio"/> E	VG	S	M	U	N
d) Overall customer satisfaction	<input checked="" type="radio"/> E	VG	S	M	U	N
4. MANAGEMENT/ PERSONNEL/LABOR						
a) Effectiveness of on-site management, including management of subcontractors, suppliers, materials, and/or labor force?	<input checked="" type="radio"/> E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce to this effort	<input checked="" type="radio"/> E	VG	S	M	U	N
c) Government Property Control	E	VG	S	M	U	<input checked="" type="radio"/> N
d) Knowledge/expertise demonstrated by contractor personnel	<input checked="" type="radio"/> E	VG	S	M	U	N
e) Utilization of Small Business concerns	<input checked="" type="radio"/> E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	<input checked="" type="radio"/> E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	<input checked="" type="radio"/> E	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	<input checked="" type="radio"/> E	VG	S	M	U	N
5. COST/FINANCIAL MANAGEMENT						
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	<input checked="" type="radio"/> E	VG	S	M	U	N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E	VG	S	M	U	<input checked="" type="radio"/> N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance	<input checked="" type="radio"/> E	VG	S	M	U	N

with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	<input checked="" type="radio"/> Yes <input type="radio"/> No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes <input checked="" type="radio"/> No
f) Have there been any indications that the contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes <input checked="" type="radio"/> No
6. SAFETY/SECURITY	
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	<input checked="" type="radio"/> E VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	<input checked="" type="radio"/> E VG S M U N
7. GENERAL	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	<input checked="" type="radio"/> E VG S M U N
b) Compliance with contractual terms/provisions (<i>explain if specific issues</i>)	<input checked="" type="radio"/> E VG S M U N
c) Would you hire or work with this firm again? (<i>If no, please explain below</i>)	<input checked="" type="radio"/> Yes <input type="radio"/> No
d) In summary, provide an overall rating for the work performed by this contractor	<input checked="" type="radio"/> E VG S M U N

Please provide responses to the questions above (*if applicable*) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk (*please attach additional pages if necessary*):



City of Enterprise

Department of Engineering Services & Public Works

501 S Main Street

Enterprise, Alabama 36330

Phone (334) 348-2671

Fax (334) 348-2672

MEMORANDUM

TO: Beverly Sweeney, City Clerk

FROM: Barry Mott, City Engineer/Public Works Director

DATE: 5/10/2023

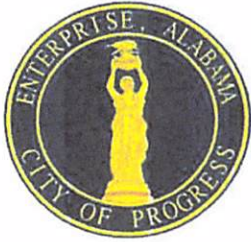
RE: Accept Bid 2023-03

Please place the following request on the City Council agenda for the meeting to be held on May 16, 2023.

Request for Council action to accept and award the Sidewalk Rehabilitation Bid for a unit price contract to Lewis Incorporated for an amount not to exceed \$246,000.00.

Bids were received and opened May 10, 2023 at 2:00pm. This recommendation is based upon the lowest responsive bid received. Attached is the bid tabulation for this bid.

Thank you.



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

Bid Tabulation

2023-03 Sidewalk Rehabilitation

May 10, 2023 @ 2:00pm

Bidder	Description	Estimated Units (+/-)	Unit Price	Total Cost
Lewis Incorporated	Item 1 – Sidewalk removal and replacement	20,000 SQ FT	\$11.00	\$220,000.00
Lewis Incorporated	Item 2 – ADA compliant ramp with truncated domes	20 EA	\$1,300.00	\$26,000.00
Lic. # on envelope, Bid Bond included.	TOTAL			\$246,000.00

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

Barry Mott, P.E., Bid Purchasing Agent

RESOLUTION 05-16-23

**RESOLUTION APPROVING A SUPPLEMENTAL AGREEMENT NO. 4 FOR
UTILITY RELOCATION COST WITH THE STATE OF ALABAMA
FOR THE RELOCATION OF UTILITY FACILITIES
ALDOT PROJECT NO. STPAA-A115(900)**

BE IT RESOLVED, by the City of Enterprise, Alabama as follows:

1. That the City of Enterprise enters into a Supplemental Agreement No. 4 with the State of Alabama, acting by and through the Alabama Department of Transportation as follows:
2. WHEREAS, the parties did enter into an Agreement effective the 19th day of March, 2020 for the relocation of a specific portion of the UTILITY'S facilities in conflict with the construction of the STATE'S Project No. STPAA-A115(900); and
3. WHEREAS, certain conditions encountered necessary to the construction of the project have caused an increase in the original estimated cost of relocation, the parties desire to enter into a Supplemental Agreement No. 4 to cover a total increase in estimated cost in the amount of \$18,745.37 for Phase III Construction Engineering.
4. That the agreement be executed in the name of the City of Enterprise, by its Mayor, for and on its behalf;
5. That the agreement be attested by the City Clerk and the seal of the City of Enterprise be affixed hereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of this agreement by all parties, that a copy of such agreement be kept of record by the City Clerk.

Passed, Adopted and Approved this _____ day of _____, 2023.

COUNCIL:

Council President Turner Townsend
District #5

Council Member Sonya Rich
District #1

Council Member Eugene Goolsby
District #2

Council Member Greg Padgett
District #3

Council Member Scotty Johnson
District #4

ATTEST:

Beverly Sweeney
City Clerk

SUPPLEMENTAL AGREEMENT FOR UTILITY RELOCATION COST

THIS SUPPLEMENTAL AGREEMENT is entered into by and between the State of Alabama Department of Transportation acting by and through its Transportation Director, hereinafter referred to as the STATE, and City of Enterprise, Alabama, hereinafter referred to as the UTILITY.

WITNESSETH:

WHEREAS, the parties did enter into an Agreement effective the 19th day of March, 2020 for the relocation of a specific portion of the UTILITY'S facilities in conflict with the construction of the STATE'S Project No. STPAA-A115(900) in Coffee County, Alabama; and

WHEREAS, certain conditions encountered necessary to the construction of the project have caused an increase in the original estimated cost of relocation, the parties desire to enter into this Supplemental Agreement to cover an increase in estimated cost in the amount of \$ 18,745.37 as described in detail in Supplemental Estimate No. 4 transmitted herewith and made a part hereof by reference;

NOW, THEREFORE, the parties do hereby agree that the original Agreement be and the same is hereby amended by this Supplemental Agreement consisting of the above mentioned items and prices, and they do agree that the estimated cost contained in the original Agreement be increased in the amount of the increased estimated cost above set forth, and that this Supplemental Agreement be and is hereby made a part of the original Agreement to be performed under the terms and conditions thereof, and that said original Agreement is in full force and effect except insofar as it might be modified by this Supplemental Agreement.

The paragraphs set forth below are applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

In the event any Federal Funds are utilized for this work the following certification is made:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

1. Exhibit N is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

RECOMMENDED FOR APPROVAL:

WITNESS:

BY: _____
Region Engineer

City of Enterprise, Alabama
(Legal Name of Utility)

BY: _____
Philip A. Shamburger
Right of Way Bureau Chief

BY: _____
(Signature and Title)
William E. Cooper, Sr.
(Typed Name)

THIS AGREEMENT HAS BEEN LEGALLY
REVIEWED AND APPROVED AS TO FORM
AND CONTENT.

Mayor
(Typed Title)

501 South Main Street Enterprise, Alabama 36330

BY: _____
William F. Patty
Chief Counsel,
Alabama Department of
Transportation

(Address)
(334) 347-1211
(Telephone)

STATE OF ALABAMA DEPARTMENT OF
TRANSPORTATION ACTING BY AND THROUGH
ITS TRANSPORTATION DIRECTOR

John R. Cooper
Transportation Director

The within and foregoing Agreement is hereby approved on this ____ day of _____, 20__.

Kay Ivey
GOVERNOR
STATE OF ALABAMA

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Attachment No. 1
SUPPLEMENTAL ESTIMATE NO. 4

SUMMARY

Hwy 167 Utility Relocation (Sewer)
Project No. STPAA-A115(900)

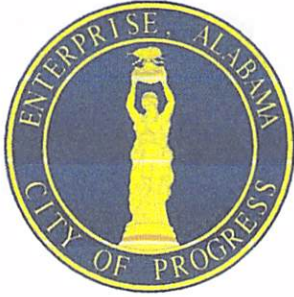
Description	SAHD No. 6 Supplemental Agreement for Utility Relocation Cost
State Reimbursable Percentage	86.89%
Utility's Reimbursable Percentage	13.11%
Additional Phase III Construction Engineering	\$ 18,745.37
State's Pro Rata Share of Cost	\$ 16,287.61
Utility's Pro Rata Share of Cost	\$ 2,457.76
SAHD No. 6 Supplemental Agreement No. 3 Total Cost Increase	\$ 18,745.37

Attachment No. 2
SUPPLEMENTAL ESTIMATE NO. 4
ADDITIONAL PHASE III ENGINEERING
Hwy 167 Utility Relocation (Sewer)
Project No. STPAA-A115(900)

Phase III Engineering Period	Estimate No.	Total	
Remaining Agreement Amount as of 4/14/23	15PS	\$	(3,239.02)
Draft Invoice 4/15/23 - 5/6/23	16PS Draft	\$	1,313.19
Estimated Time Remaining 05/07/23 - 06/30/23 (See ATTACHMENT NO. 3)		\$	20,671.20
Total Additional Phase III Engineering		\$	18,745.37

Attachment No. 3
SUPPLEMENTAL ESTIMATE NO. 4
ESTIMATED PHASE III ENGINEERING TIME REMAINING
(Est. Period of Service: 05/07/23 - 06/30/23)
Hwy 167 Utility Relocation (Sewer)
Project No. STPAA-A115 (900)

CLASSIFICATION	REGULAR RATE	REGULAR HOURS	OVERTIME RATE	OVERTIME HOURS	TOTAL
Engineer	\$69.39	12.00	\$104.09	0.00	\$832.68
Assistant Engineer	\$31.16	40.00	\$46.74	0.00	\$1,246.40
Engineer Technician	\$36.30	0.00	\$54.45	0.00	\$0.00
Draftsman	\$25.74	12.00	\$38.61	0.00	\$308.88
Inspector II	\$24.46	120.00	\$36.69	15.00	\$3,485.55
Survey Party Chief	\$23.49	8.00	\$35.24	0.00	\$187.92
Rodman II	\$17.28	8.00	\$25.92	0.00	\$138.24
Typist II	\$26.00	0.00	\$39.00	0.00	\$0.00
Typist	\$23.53	4.00	\$35.30	0.00	\$94.12
TOTAL LABOR					\$6,293.79
OVERHEAD FACTOR (1.9858)					\$12,498.21
TRANSPORTATION MILES	<u>0</u>	0.55 /MILE	<u>\$0.00</u>		
SUBTOTAL					\$18,792.00
FIXED FEE FOR PROFIT (10%)					\$1,879.20
GRAND TOTAL					\$20,671.20



City of Enterprise

Department of Engineering Services & Public Works

501 S Main Street

Enterprise, Alabama 36330

Phone (334) 348-2671

Fax (334) 348-2672

MEMORANDUM

TO: Beverly Sweeney, City Clerk

FROM: Barry Mott, City Engineer/Public Works Director

DATE: 5/11/2023

RE: Mayor Authorization to Execute ALDOT Hangar Grant

Please place the following request on the City Council agenda for the meeting to be held on May 16, 2023.

I am requesting that the City Council authorize the Mayor, with review from the City Attorney, to sign the ALDOT grant agreement in the amount of \$500,000.00 to be used for the new airport hangar.

The actual grant agreement is forthcoming from ALDOT.

Thank you.



**ALABAMA
DEPARTMENT OF TRANSPORTATION**

Aeronautics Bureau
1409 Coliseum Boulevard
Montgomery, Alabama 36130-3050
Phone: (334) 242-6820 FAX: (334) 353-6540
Internet: <http://www.dot.state.al.us>



Kay Ivey
Governor

John R. Cooper
Transportation Director

January 27, 2022

The Honorable William E. Cooper, Sr.
Enterprise Municipal Airport
P.O. Box 311000
Enterprise, AL 36330

Subject: FY2023 Request for ALDOT 50/50 Project Grant Application

Dear Mayor Cooper:

The Alabama Department of Transportation Aeronautics Bureau has received your preapplication for state funding assistance for improvements to the Enterprise Municipal Airport for Fiscal Year 2023. The following project is being considered for funding this fiscal year:

Project Description	Requested State Funds	Required Local Matching Funds
Construct Corporate Hangar	\$500,000	\$500,000

This letter is not a guarantee of funding, nor is the value of the project considered a final determination by the Aeronautics Bureau. The Aeronautics Bureau strongly encourages you to begin the steps necessary to complete final plans and specifications for the above project and be prepared to submit a funding application to the Aeronautics Bureau, based upon bids, by **5:00 p.m. on Friday, July 28, 2023.**

The following schedule has been developed by the ALDOT Aeronautics Bureau to ensure an application is received by the Aeronautics Bureau no later than **5:00 p.m. on Friday, July 28, 2023:**

Conduct Project Scoping Meeting with ALDOT by	February 17, 2023
Submit Complete Engineering Agreement and Associated Fees to ALDOT for Review/Audit by	March 10, 2023
Submit 90% Plans and Specifications to ALDOT by	June 2, 2023
Submit Final Plan & Specifications to ALDOT by	June 16, 2023
Begin Bid Advertisement by	June 30, 2023
Open Bids by	July 21, 2023
Submit Revised Funding Application to ALDOT by	July 28, 2023

If you feel you will be unable to meet the above schedule or considering withdrawing your grant application for this fiscal year, please contact the Aeronautics Bureau as soon as possible.

It is important that you take all actions that will enable you to submit a grant application to the Aeronautics Bureau for your airport project by 5:00 p.m. on Friday, July 28, 2023. If you have any questions, please don't hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Frank Farmer', with a stylized, cursive script.

Frank Farmer
Chief, Aeronautics Bureau

Copy: Mr. Will Schuller, Assistant Manager
FAA/Airports District Office

Mr. Luke Flowers, Program Manager
FAA/Airports District Office

Mr. Michael Cole, PE, PMP
Barge Design Solutions



City of Enterprise

Department of Engineering Services & Public Works

501 S Main Street

Enterprise, Alabama 36330

Phone (334) 348-2671

Fax (334) 348-2672

MEMORANDUM

TO: Beverly Sweeney, City Clerk

FROM: Barry Mott, City Engineer/Public Works Director

DATE: 5/11/2023

RE: Recommendation to Accept Engineering Contract

Please place the following request on the City Council agenda for the meeting to be held on May 16, 2023.

I am requesting that the City Council authorize the Mayor, with review from the City Attorney, to sign the engineering contract with Barge Design Solutions for design and bidding services related to the new airport hangar.

This contract has been reviewed and approved by ALDOT Aeronautics.

Thank you.

BARGE DESIGN SOLUTIONS, INC.

PROFESSIONAL SERVICES AGREEMENT

This agreement is made as of _____, 2023 by and between The City of Enterprise (**Client**) and Barge Design Solutions, Inc. (**BARGE**) for professional services for the assignment described as follows:

Project: New Corporate Hangar

Location: Enterprise Municipal Airport

Description of Project:

New 130' x 105' Corporate Hangar with associated utility and site improvements

I. PROFESSIONAL SERVICES: **BARGE** agrees to perform the following Basic Services under this contract:

See Attachment A – Scope of Work

II. COMPENSATION: **Client** shall compensate **BARGE** for the Basic Services as follows:

<input type="checkbox"/>	Cost Plus in accordance with the rate schedule attached as Exhibit "A" including applicable reimbursables.		
<input type="checkbox"/>	Estimated Fee	\$ Amount	or Maximum Fee \$ Amount
<input checked="" type="checkbox"/>	Lump Sum	\$ <u>162,835.00</u>	
<input type="checkbox"/>	Percentage of Construction Cost	%	Estimated Fee \$
<input type="checkbox"/>	Other (specify)		

In addition, **Client** shall pay **BARGE** for additional services performed beyond the Basic Services in accordance with the hourly rate schedule attached as Exhibit "A" to this Agreement.

III. PAYMENTS: Invoices for services rendered will be issued monthly, and payment is due upon receipt of each invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old. In the event legal action is necessary to enforce the payment terms of this agreement, **BARGE** shall be entitled to a judgment for its attorneys' fees, court costs, and other collection expenses.

IV. TIME: Unless agreed otherwise in writing, **BARGE** will commence its services within a reasonable time after receipt of an executed copy of this Agreement. **BARGE** will perform its services in a timely manner commensurate with the exercise of due professional care. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond **BARGE's** control. If such delay or suspension extends more than six months (cumulatively), **BARGE's** compensation shall be equitably adjusted.

- V. **SUSPENSION OF SERVICES:** If **Client** fails to pay any invoice when due or otherwise is in material breach of this Agreement, **BARGE** may at its sole discretion suspend performance of services upon five (5) days' written notice to **Client**. **BARGE** shall have no liability to **Client**, and **Client** agrees to make no claim for any delay or damage as a result of such suspension. Upon cure of the cause of the suspension, **BARGE** shall resume services within a reasonable time, and there shall be an equitable adjustment of the project schedule and fees to reflect the effects of such suspension.
- VI. **STANDARD OF CARE:** Notwithstanding any other provision of this Agreement or any other document describing the services, **BARGE** shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. No warranty, expressed or implied, is made or intended by **BARGE**. The parties further agree that **BARGE** is not a fiduciary of **Client**.
- VII. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated without cause by either party upon ten (10) days' written notice to the other party. On termination by either the **Client** or **BARGE**, **Client** shall pay **BARGE** all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred). Upon such termination by **Client**, it shall immediately return to **BARGE** all drawings, reports, documents, and other instruments of professional services prepared by **BARGE**, and **Client** shall make no further use thereof.
- VIII. **OWNERSHIP AND REUSE OF DOCUMENTS:** All documents, including without limitation, drawings, specifications, and reports prepared by **BARGE** pursuant to this Agreement are instruments of professional service. **BARGE** shall own all legal and equitable rights therein, including copyrights. Such instruments are not intended or represented to be suitable for reuse by **Client** or others for additions or modifications of the Project or on any other project. Any reuse without written consent of **BARGE** shall be at **Client's** sole risk and without liability to **BARGE**; and to the fullest extent permitted by law, **Client** shall indemnify, defend, and hold harmless **BARGE** from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees and costs of defense arising out of or resulting therefrom. **BARGE** shall be entitled to further compensation for services it is requested to perform in connection with any reuse of its instruments of professional service.
- IX. **ACCESS TO THE SITE/JOBSITE SAFETY:** Unless otherwise stated, **BARGE** will have access to the site for activities necessary for the performance of its services. **Client** agrees that **BARGE** shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. **BARGE** further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.
- X. **INSURANCE:** **BARGE** shall endeavor to secure and maintain insurance in such amounts as it deems necessary to protect **BARGE** from claims of professional negligence arising from the performance of services under this Agreement.
- XI. **RISK ALLOCATION:** In recognition of the relative risks, rewards, and benefits of the Project to both **Client** and **BARGE**, to the fullest extent permitted by law, the parties agree to allocate the risks such that **BARGE's** total liability to **Client** for any and all injuries, claims, losses, expenses, damages, and/or claim expenses arising out of **BARGE's** services under this Agreement from any

cause or causes shall not exceed the amount of **BARGE's** fee or **One Hundred Thousand Dollars (\$100,000)**, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

- XII. DISPUTE RESOLUTION:** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator.
- XIII. OPINIONS OF CONSTRUCTION COST:** Any opinion of probable construction cost prepared by **BARGE** represents the judgment of one or more **BARGE** design professionals and is supplied for general guidance of **Client**. Since **BARGE** has no control over the construction marketplace and does not use the same pricing methods used by contractors, **BARGE** does not guarantee the accuracy of such opinions.
- XIV. GOVERNING LAW:** Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Tennessee.

The City of Enterprise	Barge Design Solutions, Inc.
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Address:	Address:
Date Signed:	Date Signed:
Tax I.D. Number:	

The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Additional Services
- IV. Project Understanding, Assumptions, and Exclusions
- V. Time of Performance
- VI. Client's Responsibilities
- VII. Deliverables
- VIII. Compensation

I. Project Description

Barge Design Solutions, Inc. (Barge) is proposing to provide engineering design services for a new corporate hangar at the Enterprise Airport.

Barge understands that the City has determined the hangar size required to meet the project objectives. In addition to the corporate hangar, the City would like to explore the option of adding additional classroom/admin space contiguous to the corporate hangar.

II. Scope of Services

Barge proposes the following Scope of Services related to the above-noted items.

A. Preliminary Design

Barge will host a combination of an in-person meeting along with a TEAMS meeting to allow the Owner to explain all requested design parameters. This meeting will also allow all designers to get any questions answered about the end use and requirements for the hangar.

As part of the preliminary design phase, a geotechnical engineer will be subcontracted to complete the subsurface assessment and provide a report of his findings that will assist with the structural design of the hangar foundations and provide general construction recommendations.

Barge will also submit a 7460 to the FAA to receive airspace approval for the new hangar construction.

Information about any site concerns or design-related issues known by the City should be reported to Barge for documentation as part of this task.

B. Hangar Design Plans

Barge understands that the City wishes to construct a 130' x 105' corporate hangar that will house fueled aircraft (See attached conceptual building layout). It is also our understanding that the authority having jurisdiction has interpreted the IBC/NFPA to determine that the storage hangar usage will not need a foam fire suppression system, just sprinklers. The base design does not include the classroom/administration space, but an alternate can be included to design the proposed classroom/administration space as well. A topographic and utility survey of the hangar site and immediate vicinity will be completed during this phase. The design will include the Civil design to locate the hangar and establish the proper Finished Floor Elevation (FFE). The Civil design will also incorporate the design of a new parking lot and associated utilities to within +/-5' of the hangar. Sprinkler design (fire protection) is included in this scope of services as well. It is anticipated that a new 6" or 8" water line will be required to provide adequate fire flow to the sprinkler system. Due to the existing site elevations, it is anticipated that a low-pressure sewer package unit will be required to handle the sanitary effluent. All other disciplines including Architectural, Mechanical, Electrical, Plumbing, Fire Protection and Structural will perform design elements to provide a "ready to bid" package. An alternate pricing schedule is included below to provide design elements for the additional classroom/administration areas.

C. Bidding Services

Barge will assemble and compile the electronic work products developed under the design tasks and prepare a set of construction drawings for the project. The drawing package will include such drawings as Barge deems appropriate and necessary to bid and construct the project.

Barge will provide support to the OWNER to advertise, receive bids, and award construction contracts based on the construction documents prepared by Barge. Specific support to be provided will include:

- Attend and moderate a Pre-bid Conference and distribute meeting minutes.
- Providing sets of the Contract Documents to contractors seeking to submit bid proposals. Contractors will be able to receive Contract Documents from BARGE in electronic format for no charge.
- Respond to bidder's questions in writing through the issuance of any addenda to the Contract Documents.
- Development and issuance of any Construction Drawing or Specification Revisions for inclusion in any addenda to the Bid Documents.
- Attend bid opening meeting.
- Prepare a Certified Tabulation of Submitted Bids and submit to the OWNER.
- Assist the OWNER in evaluation of bids and recommend award of the contract to the lowest responsive and responsible bidder.

D. Construction Administration Not included in this scope of services

III. Additional Services

If additional services beyond what is listed in the tasks outlined in Section II are required, this work can be completed utilizing an hourly rate subtask.

IV. Project Understandings, Assumptions, and Exclusions

- A. Barge will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows.

1. Barge will have access to the site and adjoining areas, as required.
2. Environmental studies and reports are excluded.
3. Boundary surveys are excluded.
4. The utility companies will be contacted, as well as Alabama One Call 811, to mark all utilities in the project area. The survey will locate any and all marked utilities.
5. Design will not be phased, and one set of construction documents will be produced.
6. Appropriate sanitary sewer, water, gas (if needed), electric, and communication services are available to the site at the adjacent road right-of-way; offsite utility design services can be provided as an additional service.
7. Adequate water supply and pressure is available to achieve required fire protection flows and pressures.
8. Schedule is dependent upon the timely receipt of critical information, such as final site plan, building footprints with utility points of connection, responses from regulatory authorities, and Owner/Contractor/Property Owners. Information to be provided by others will be received in a timely manner that corresponds to the civil engineering/site development project schedule. If the information is not received in a timely manner, then additional design fees may be required.
9. In providing the Engineer's opinion of probable construction cost (EOPCC), the Client understands that Barge has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing, and that Barge's EOPCC are made on the basis of Barge's professional judgment and experience. Barge makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Barge's EOPCC.
10. Schedule is dependent upon the timely receipt of critical information. Information to be provided by others will be received in a timely manner that corresponds to the project schedule. If the information is not received in a timely manner, then additional design fees may be required.
11. Plans and Project Manuals will be sent to Contractors electronically. Final Contract Documents will be provided after contract award to the selected bidder.

- B. The following excluded services can be provided as an additional service with an appropriate adjustment in fees.

1. Services resulting from significant changes in general scope or character of the project or its design, particularly those resulting from differing field conditions discovered during construction (such as, but not limited to, soil conditions, environmental issues, etc.).
2. Boundary or subsurface Survey.
3. Construction Administration and/or Resident Project Inspections
4. Design revisions requested by those outside the project team and stakeholders beyond the schematic design phase.
5. Preparation of multiple, separate construction contract packages.
6. Offsite Utility design.
7. Environmental studies.
8. Construction stakeout.

9. Design of a foam fire suppression system

V. Time of Performance

Barge is prepared to begin work within one week upon receipt of a signed professional services agreement or written authorization to proceed. Upon receipt of the authorization to proceed, Barge will furnish a schedule to the City of Enterprise. The design is anticipated to take approximately 8 weeks to complete.

VI. Client's Responsibilities

Barge strives to work closely with our clients. For the project team to function efficiently, certain information is needed to be provided by the Client and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

- A. Provide information as required to support development of Barge's scope, as required in the project agreement for services.
- B. Provide review comments in a timely manner.
- C. Provide single point of contact for project coordination purposes.

VII. Deliverables

Several deliverables will be produced as part of the basic professional services. The following is a list of documents that will be produced electronically as a part of this effort.

- A. 30% Conceptual Plans
- B. 90% Review Set
- C. Final Corporate Hangar Plans and accompanying Project Manual for Bidding
- D. Bid Award Recommendation Letter

VIII. Compensation

The compensation to be paid to Barge for providing the requested services is summarized in the Fee Summary Table below.

Fee Summary Table

Items	Fee Type	Fee Amount
Project Development	Lump Sum	\$6,367.00
Survey	Lump Sum	\$3,198.00
Geotechnical Report	Lump Sum	\$6,279.00
Hangar Plans & Specifications (Contract Manual)	Lump Sum	\$141,477.00
Bidding Phase	Lump Sum	\$5,514.00
TOTAL	Lump Sum	\$162,835.00

A & E FEE PROPOSAL

Enterprise Municipal Airport
Enterprise, Alabama



Barge Design Solutions

January 3, 2023

Project Number: 31677GN

AIP Number N/A
NEW CORPORATE HANGAR

SECTION A : BASIC FEE FOR AIRPORT DEVELOPMENT	NUMBER OF SHEETS	NUMBER OF HOURS	HOURLY RATE UNIT COST	EXTENDED COST	TOTAL COST
1. PROJECT DEVELOPMENT					
A. PRINCIPAL (P)		0	\$87.34	\$0.00	
B. PROJECT MANAGER (PM)		15	\$68.94	\$1,034.10	
C. CIVIL ENGINEER (CE)		2	\$51.04	\$102.09	
D. ENGINEERING INTERN (EI)		0	\$27.41	\$0.00	
E. ELECTRICAL ENGINEER (EE)		1	\$71.39	\$71.39	
F. ARCHITECT(A)		0	\$70.61	\$0.00	
G. SENIOR AVIATION PLANNER (SAP)		5	\$54.11	\$270.53	
H. ENVIRONMENTAL PLANNER (EP)		0	\$52.94	\$0.00	
I. DESIGNER/DRAFTING (D)		6	\$39.84	\$239.04	
J. SECRETARIAL/TYPIST (S)		2	\$32.52	\$65.03	
K. RESIDENT PROJECT REP. (RPR)		0	\$33.86	\$0.00	
PROJECT DEVELOPMENT PHASE DIRECT LABOR:				\$1,782.17	
COMBINED OVERHEAD:	210.36%			\$3,748.98	
J. DOCUMENTS SETS 0	0		\$0.10	\$0.00	
K. SHIPPING SETS 0	0		\$15.50	\$0.00	
L. TRIPS MILES 70	0		\$0.655	\$0.00	
M. FLIGHTS 0	0		\$750.00	\$0.00	
N. TRAVEL SUBSTINENCE 0	0		\$12.75	\$0.00	
PROJECT DEVELOPMENT PHASE EXPENSES:				\$0.00	
SUBTOTAL:					\$5,531.15
OPERATING MARGIN:	15%				\$829.67
FCCM (APPLIED TO DIRECT LABOR ONLY):	0.35%				\$6.24
TOTAL PROJECT DEVELOPMENT PHASE:					\$6,367.00
2. DESIGN PHASE					
A. PRINCIPAL (P)		2	\$87.34	\$174.68	
B. PROJECT MANAGER (PM)		98	\$68.94	\$6,756.12	
C. CIVIL ENGINEER (CE)		106	\$51.04	\$5,410.59	
D. ENGINEERING INTERN (EI)		52	\$27.41	\$1,425.32	
E. ELECTRICAL ENGINEER (EE)		0	\$71.39	\$0.00	
F. ARCHITECT(A)		0	\$70.61	\$0.00	
G. SENIOR AVIATION PLANNER (SAP)		11	\$54.11	\$595.16	
H. ENVIRONMENTAL PLANNER (EP)		0	\$52.94	\$0.00	
I. DESIGNER/DRAFTING (D)		69	\$39.84	\$2,748.96	
J. SECRETARIAL/TYPIST (S)		16	\$32.52	\$520.24	
K. RESIDENT PROJECT REP. (RPR)		0	\$33.86	\$0.00	
DESIGN PHASE DIRECT LABOR:				\$17,631.07	
COMBINED OVERHEAD:	210.36%			\$37,088.72	
L. TOTAL PLAN SHEETS (50%) SETS 0	0		\$2.50	\$0.00	
M. SHIPPING (50%) SETS 0	0		\$40.00	\$0.00	
N. TOTAL SPEC SHEETS (90%) SETS 0	0		\$0.10	\$0.00	
O. TOTAL PLAN SHEETS (90%) SETS 0	0		\$2.50	\$0.00	
P. SHIPPING (90%) SETS 0	0		\$40.00	\$0.00	
Q. TOTAL SPEC SHEETS (FINAL) SETS 0	0		\$0.10	\$0.00	
R. TOTAL PLAN SHEETS (FINAL) SETS 0	0		\$2.50	\$0.00	
S. SHIPPING (FINAL) SETS 0	0		\$40.00	\$0.00	
T. TRIPS MILES 70	0		\$0.655	\$0.000	
U. FLIGHTS 0	0		\$750.00	\$0.00	
V. TRAVEL SUBSTINENCE 0	0		\$12.75	\$0.00	
DESIGN PHASE EXPENSES:				\$0.00	
SUBTOTAL:					\$54,719.78
OPERATING MARGIN:	15%				\$8,207.97
FCCM (APPLIED TO DIRECT LABOR ONLY):	0.35%				\$61.71
TOTAL DESIGN PHASE:					\$62,989.00

SECTION A : BASIC FEE FOR AIRPORT DEVELOPMENT (Continued)				NUMBER OF SHEETS	NUMBER OF HOURS	HOURLY RATE UNIT COST		TOTAL COST
3. BID PHASE								
A. PRINCIPAL (P)					0	\$87.34	\$0.00	
B. PROJECT MANAGER (PM)					0	\$68.94	\$0.00	
C. CIVIL ENGINEER (CE)					18	\$51.04	\$918.78	
D. ENGINEERING INTERN (EI)					8	\$27.41	\$219.28	
E. ELECTRICAL ENGINEER (EE)					0	\$71.39	\$0.00	
F. ARCHITECT(A)					0	\$70.61	\$0.00	
G. SENIOR AVIATION PLANNER (SAP)					0	\$54.11	\$0.00	
H. ENVIRONMENTAL PLANNER (EP)					0	\$52.94	\$0.00	
I. DESIGNER/DRAFTING (D)					3	\$39.84	\$119.52	
J. SECRETARIAL/TYPIST (S)					8	\$32.52	\$260.12	
K. RESIDENT PROJECT REP. (RPR)					0	\$33.86	\$0.00	
BID PHASE DIRECT LABOR:							\$1,517.70	
COMBINED OVERHEAD:				210.36%			\$3,192.63	
L. DOCUMENTS	SETS			200		\$0.10	\$0.00	
M. SHIPPING						\$40.00	\$0.00	
N. TRIPS	MILES	70		2		\$0.655	\$91.700	
O. FLIGHTS				0		\$750.00	\$0.00	
P. TRAVEL SUBSTINENCE				0		\$12.75	\$0.00	
BID PHASE EXPENSES:							\$91.70	
SUBTOTAL:								\$4,802.03
OPERATING MARGIN:				15%				\$706.55
FCCM (APPLIED TO DIRECT LABOR ONLY):				0.35%				\$5.31
TOTAL BID PHASE:								\$5,514.00
4. CONSTRUCTION PHASE								
A. PRINCIPAL (P)					0	\$87.34	\$0.00	
B. PROJECT MANAGER (PM)					0	\$68.94	\$0.00	
C. CIVIL ENGINEER (CE)					0	\$51.04	\$0.00	
D. ENGINEERING INTERN (EI)					0	\$27.41	\$0.00	
E. ELECTRICAL ENGINEER (EE)					0	\$71.39	\$0.00	
F. ARCHITECT(A)					0	\$70.61	\$0.00	
G. SENIOR AVIATION PLANNER (SAP)					0	\$54.11	\$0.00	
H. ENVIRONMENTAL PLANNER (EP)					0	\$52.94	\$0.00	
I. DESIGNER/DRAFTING (D)					0	\$39.84	\$0.00	
J. SECRETARIAL/TYPIST (S)					0	\$32.52	\$0.00	
K. RESIDENT PROJECT REP. (RPR)					0	\$33.86	\$0.00	
CONSTRUCTION PHASE DIRECT LABOR:							\$0.00	
COMBINED OVERHEAD:				210.36%			\$0.00	
J. DOCUMENTS	SETS			0		\$0.10	\$0.00	
K. SHIPPING						\$40.00	\$0.00	
L. TRIPS	MILES	70		0		\$0.655	\$0.000	
M. FLIGHTS				0		\$750.00	\$0.00	
N. TRAVEL SUBSTINENCE				0		\$12.75	\$0.00	
CONSTRUCTION PHASE EXPENSES:							\$0.00	
SUBTOTAL:								\$0.00
OPERATING MARGIN:				15%				\$0.00
FCCM (APPLIED TO DIRECT LABOR ONLY):				0.35%				\$0.00
TOTAL CONSTRUCTION PHASE:								\$0.00
TOTAL BASIC FEE FOR AIRPORT DEVELOPMENT								
PROJECT DEVELOPMENT PHASE					\$6,367.00	9%		
DESIGN PHASE					\$62,989.00	84%		
BID PHASE					\$5,514.00	7%		
CONSTRUCTION PHASE					\$0.00	0%		
TOTAL SECTION A:								\$74,870.00
SECTION B: FEES FOR AIRPORT PLANS AND OTHER ITEMS IF INCLUDED AS BASIC SERVICES								
1. ARCH & MEP								\$71,400.00
2. GEOTECHNICAL SUBSURFACE INVESTIGATION (SUBCONTRACTED)								\$6,279.00
3. STRUCTURAL								\$7,088.00
TOTAL SECTION B:								\$84,767.00
TOTAL BASIC ENGINEERING FEE (Sections A and B):								\$159,637.00

SECTION C: AIRPORT PLANS, AND STUDIES INCLUDED AS ADDITIONAL SERVICES

SECTION D: SURVEY

		TOTAL SECTION D:	\$3,198.00
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1. ADEM PERMITTING		\$0.00
2. COE 404 PERMITTING		\$0.00
3. ENVIRONMENTAL ASSESSMENT		\$0.00
4. WETLAND DELINEATION SURVEY	<u> </u> DAYS @ <u> </u> =	\$0.00
TOTAL SECTION E:		\$0.00

		CALENDAR DAY CONTRACT				
1. RESIDENT PROJ. REPS	DAYS @		HRS @	\$33.86 / HR =	\$0.00	
DIRECT LABOR TOTAL SECTION F:					\$0.00	
COMBINED OVERHEAD:				210.36%	\$0.00	
2. AUTO EXPENSES	DAYS @	30	MILES/DAY @	\$0.655	\$0.00	
3. PER DIEM	DAYS @	\$105.00	/ DAY =		\$0.00	
EXPENSES TOTAL SECTION F:					\$0.00	
SUBTOTAL:					\$0.00	
OPERATING MARGIN:					10%	\$0.00
FCCM (APPLIED TO DIRECT LABOR ONLY):					0.35%	\$0.00
TOTAL SECTION F:					\$0.00	

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1. DBE PLAN UPDATE FOR PROJECT (FOR FAA PROJECT FUNDING OF \$250,000 OR MORE)	\$0.00
2. NEWSPAPER ADVERTISING	\$0.00
3. PAVEMENT ANALYSIS AND TESTING	\$0.00
4. GEOTECHNICAL EVALUATION	\$0.00
5. CONSTRUCTION TESTING _____ DAYS @ _____ =	\$0.00
TOTAL ADDITIONAL PROJECT EXPENSES:	\$0.00

NEW CORPORATE HANGAR

F:\31\31677\3167735\01 PM\CONTRACT\Fee Proposal\Final Docs Based on ALDOT's Review\3167735_Enterprise Hangar Design_Fee Proposal_4-12-2023.xlsx

[illegible]

**ABC INTRODUCTION
MAY 16, 2023**

BUSINESS NAME: FOLKLORE BREWING AND MEADERY LLC

DBA: FOLKLORE BREWING ENTERPRISE

**LOCATION ADDRESS: 621 BOLL WEEVIL CIRCLE; SUITE 19
ENTERPRISE, AL 36330**

LICENSES APPLYING FOR:

MANUFACTURER

THIS LICENSE CAN BE INTRODUCED ON MAY 16, 2023.



City of Enterprise Parks and Recreation Department

Billy Powell, Director

P. O. Box 311000 ♦ Enterprise, AL 36331
Phone: (334) 348-2684 ♦ Fax: (334) 347-1436
Email: edls@entercomp.com

MEMO

TO: City Council and Mayor Cooper
FROM: Billy Powell, Director of Community Services and Recreation
DATE: May 16, 2023
SUBJECT: Toro 2040Z Sandpro Infield Machine

I am requesting permission to purchase one Toro 2040Z Sandpro Infield Machine from Jerry Pate Turf and Irrigation for \$22,845.90

This is a budgeted equipment for FY23.

Thank You for your consideration and approval of this request.

Lighting Services NESC® Lease Agreement (Governmental-S)



Customer Legal Name CITY OF ENTERPRISE DBA Coone St, Andrews St, Clay Rd & David Rd
 Service Address 0 STREET LIGHTS ENTERPRISE, AL. 36330 County Coffee
 Mailing Address PO BOX 311000 ENTERPRISE, AL. 36331
 Email _____ Tel # 334-347-1211 Alt Tel 334-348-2650
 Tax ID 00-0001743 Business Description Other General Government Support

Existing Customer? Yes ☒ No ☐ If Yes (and if possible), does Customer want Equipment added to an existing account? Yes ☒ No ☐ Existing Account 00247-75040
For informational purposes only

Equipment									
	Qty	Wattage	Type	Description	OH/UG	M/UM	Equipment Amount (\$)	Estimated Regulated Charge (\$)*	Estimated Monthly Charge (\$)*
(1)	10	31	Area	3,700 - 4,700 Lumens - Type II Gray 4000k	OH	UM			
(2)									
(3)									
(4)									
(5)									
(6)									
(7)									
(8)									
(9)									
(10)									
Monthly Total *							\$160.50	\$6.90	\$167.40

Project Notes: Install fixtures as listed above and associated equipment.

Initial Term 36 **months** **Prepaid Amount** \$ 0

* The Regulated Charge is subject to change at any time as dictated by the Alabama Public Service Commission. The amount shown is an estimate based on the Unmetered Outdoor Lighting (ODL) rate in effect at time of Agreement proposal; actual charges may vary.

Customer agrees to lease the Equipment referenced above from Alabama Power Company on the attached terms and conditions and authorizes all actions noted above.

Customer Authorized Signature	Date	Alabama Power Company	Date
Sign Here _____	_____	Sign Here _____	_____
Print Name _____	_____	Print Name _____	_____
Print Title _____	_____	Print Title _____	_____

APC Internal Use Only - APC Reference Number (if applicable): _____

TERMS and CONDITIONS (NESC Governmental-S)

1. **Lighting Equipment Lease.** This Lease Agreement ("Agreement") states the agreed terms and conditions upon which Alabama Power Company ("APC") will: (i) lease to "Customer" (identified on Page 1) the "Equipment" referenced on Page 1 for use at the stated "Service Address" (the "Premises"); and (ii) provide electric service to operate the Equipment. The "Equipment" includes all poles, bases, wiring, conduit, fixtures, controls, and related items necessary to provide lighting service through the listed fixtures, unless expressly noted otherwise in "Project Notes." Customer acknowledges that regulatory change during the Agreement term may require APC to modify or replace some Equipment.
2. **Intent and Title.** This Agreement is not a sale of the Equipment to Customer. Customer expressly acknowledges that APC retains title to the Equipment and agrees that this Agreement only gives Customer the right to use the Equipment during the Agreement term, so long as Customer complies with all terms and conditions. Customer acknowledges that the Equipment, although attached to real property, always will remain the exclusive personal property of APC and that APC may remove the Equipment when this Agreement ends. Customer authorizes APC, without further consent or action, to file any UCC financing statement or security agreement relating to the Equipment and agrees that APC may record those documents. APC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law; Customer enters into this Agreement in sole reliance upon Customer's own advisors.
3. **Term.** The initial Agreement term is stated on Page 1, calculated from the date of the first monthly bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. APC's address for notice is P.O. Box 2641, Birmingham, Alabama 35203; Customer's mailing address is noted on Page 1.
4. **Payment.** APC will invoice Customer per the terms stated on Page 1, subject to any change in the electric service charge dictated by the Alabama Public Service Commission. Customer agrees to pay the amount billed by the due date (20 days after billing date). Applicable taxes included in the Equipment price are subject to change at any time. If a balance is outstanding past the due date, Customer agrees to pay the greater of 1.5% of the unpaid balance or \$2.00 and acknowledges that APC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. If applicable, Customer must provide a copy of its Alabama sales tax exemption certificate.
5. **Premises Activity.** Customer grants a license and right of access to APC, and its contractors and representatives, to enter the Premises with vehicles and equipment to: (i) install and connect the Equipment and, if applicable, remove or disconnect existing equipment (collectively, the "Installation"); (ii) inspect, maintain, test, replace, repair, or remove the Equipment; (iii) provide electric service for the Equipment; or (iv) conduct any other Agreement-related activity (items—(iv) collectively, the "APC Activity"). Customer will not cause or permit any obstruction that may interfere with APC's access to the Equipment. Customer represents that the individual signing this Agreement on its behalf has authority to do so and that it has express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the APC Activity. Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises or persons or property entering onto Customer's Premises.
6. **Installation.** Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If APC, upon Customer's request, allows Customer to perform any part of the Installation (including trenching) itself or through a third party, Customer warrants that the work will meet APC's installation specifications (which APC will provide to Customer and are incorporated by this reference). Customer is responsible for all reasonable additional costs arising from Customer's non-compliance with APC's specifications or lack of timely (i.e., 10 days) notice to APC that APC's installation activity can commence.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because APC Activity may require excavation not subject to the Alabama's Underground Prevention Legislation (Ala. Code §§ 37-15-1 - 37-15-11) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If APC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before APC commences installation, Customer is responsible for all damages and any resulting delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not properly marked or identified ("Unforeseen Condition"). If APC encounters an Unforeseen Condition, APC, in its sole discretion, may stop all APC Activity until Customer either remedies the condition or agrees to reimburse all APC costs arising from the condition. Customer is responsible for all costs of Equipment modification or change requested by Customer or dictated by an Unforeseen Condition or circumstance outside APC's control.
7. **Equipment Protection and Damage.** After Installation and throughout this Agreement's term, in the event of any work or digging near the Equipment, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests by calling Alabama 811 or 1-800-292-8525; and (ii) provide notices to other utilities or operators as required by the Dig Law. As between Customer and APC, Customer is responsible for all damages arising from failure to comply with applicable law or for Equipment damage caused by anyone other than APC (or an APC contractor or representative).
8. **Verification of Equipment Installed.** Each party will appoint representative(s) (the "Representative") to verify the completion of the installation by counting the upgraded equipment (the "Equipment Count"). In the event that the Equipment Count is not completed within thirty (30) days of completion, billing will be updated based on APC's installation completion count until such time as verification can be completed. Any discrepancies will be mutually resolved and billing will be adjusted accordingly.
9. **Maintenance.** During this Agreement's term, APC will maintain the Equipment and will bear the cost of routine repair or replacement. Customer must notify APC of any need for Equipment repair by calling the Business Service Center at 1-888-430-5787.
10. **Disclaimer: Damages.** APC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the Equipment or any APC Activity. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or Equipment choice, the Equipment may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Equipment or this Agreement, or arising from damage, hindrance, or delay involving the Equipment or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable.
11. **Indemnity.** To the fullest extent allowed by law, Customer agrees to indemnify, release, hold harmless, and, at APC's request, defend APC and its affiliates and contractors (and their officers, directors, employees, representatives, and agents) from or against any loss, damage, cost, expense, or liability (including actual attorneys' fees reasonably incurred and all expenses of investigation and defense) for any damage or claim for personal or bodily injury (including death), property damage (including loss of use), monetary damage, or equitable relief caused by or arising out of any misrepresentation or act or omission of Customer involving this Agreement, the Equipment, or the Premises, whether or not caused by or arising out of the joint, concurrent, or contributory (but not sole) negligence of APC.
12. **Default.** Customer is in default if Customer does not pay the entire amount owed within 45 days of billing. APC's waiver of any past default will not waive any other default. If default occurs, APC, at its discretion, may immediately terminate this Agreement, collect all past due amounts (including late fees) and all amounts due for the Equipment during the remaining Agreement term, remove the Equipment from the Premises, and seek any other available remedy.
13. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Equipment and replaces any prior agreement, written or oral. Only a written amendment signed by each party can modify this Agreement, except that either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations without APC's prior written consent. No assignment, whether with or without consent, relieves Customer of its Agreement obligations. Customer must provide advanced notice of a change in control of all, or substantially all, of Customer's ownership or interest in the Premises. In this Agreement, "including" means "including, but not limited to." Alabama law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

CITY OF ENTERPRISE LED STREETLIGHT PROJECT SUMMARY - COMPARABLE FIXTURE UPGRADE

Current HID Fixture Description - BEFORE	HID Fixture Count	Total Price Per Fixture	Total Monthly HID Price	LED Fixture Description - AFTER	LED Fixture Count	Total Price Per Fixture	Total Monthly LED Price	Total Increase or Decrease
Alabama Power Owned Fixtures:				Alabama Power Owned Fixtures:				
Open Bottom 70W HPS	0	\$6.27	\$0.00	Cobra Head - 3,700-4,700 Initial Lumens	10	\$7.38	\$73.80	\$73.80
Alabama Power Owned Fixtures - Buy Down to Standard:				Alabama Power Owned Fixtures - Buy Down to Standard:				
Alabama Power Owned Poles - Buy Down to Standard:				Alabama Power Owned Poles - Buy Down to Standard:				
Total Alabama Power Owned Fixtures and Poles:	0		\$0.00	Total Alabama Power Owned Fixtures and Poles:	10		\$73.80	\$73.80
Customer Owned Fixtures:				Customer Owned Fixtures:				
Total Customer Owned:			\$0.00	Total Customer Owned:			\$0.00	\$0.00
Additional Facilities			\$0.00	Additional Facilities			\$93.60	\$93.60
Totals:	0		\$0.00		10		\$167.40	167.40

CURRENT MONTH CSS BILLING

Notes:

Information for discussion purposes only

Fixture totals are estimated based on current APC billing records and field review. Final quantities and pricing may vary depending on actual LED fixture installed.

Total Monthly LED pricing based on Master Contract for Lighting Services Fixtures Exhibit

LED - Light Emitting Diode

HID - High Intensity Discharge

MV - Mercury Vapor

HPS - High Pressure Sodium

MH - Metal Halide

W - Watt

Beverly Sweeney

From: Tammy Doerer <director@visitenterprise.com>
Sent: Thursday, May 11, 2023 4:04 AM
To: bsweeney@enterpriseal.gov
Cc: bpowell@enterpriseal.gov; 'Melissa Ellisor'
Subject: Request Permission for Autism Weevil to be donated to City and placed in Johnny Henderson Park
Attachments: Public Art Contract.pdf

Beverly,

I would like to add the following request for approval to the Council's agenda Tuesday night:

Request from the Wiregrass Autism Association to donate a commissioned Weevil Statue to the City and have it installed at Johnny Henderson Park.

Billy, Rainer and I have discussed it and found a concrete location near the Splash Pad that would work for installation. At Rainer's request, I have attached a contract from Replica Plastics (company that makes and contracts the weevils) that outlines the maintenance and warranty provided by them. We wanted to be sure we had an agreement on who would repair it when it gets damaged or worn so I had Jenny Hendrix from Replica Plastics draw up a contract for us like she creates for all the weevil owners.

I would like to request that the Council review the contract, allow us to accept the donation of the Weevil and grant permission for the statue to be placed in Johnny Henderson Park.

I will send an email today to the council with photos of the Autism Weevil and details about this request so that they can reach out to me prior to Tuesday if they have any questions or need me to provide them any additional documentation.

Please let me know if you need anything else to add this request to the agenda.

Thanks,

Tammy

Contract for Original Artwork

- (1) The ARTIST (Replica Plastics) will submit to CLIENT (Beacon of Hope) a sketch of the proposed custom Bollweevil statue as the official artist rendering. If needed, changes based on appropriateness, and/or corrections in the interest of the client will be agreed upon by artist prior to installation.
- (2) The artist will produce "AUTISM WEEVIL" statue to specification defined by client and agreed to by the artist. The Bollweevil will be constructed of reinforced fiberglass and foam for added strength and durability. Automotive grade paints and clear coats will be used to ensure lasting and low maintenance durability of the statue.
- (3) Artist will provide easy maintenance instruction for care, as well as recommended upkeep of clear coat to protect paint over time.
- (4) The client will provide location prep and site work required for installation, with recommended specifications from artist.
- (5) The artist will make reasonable restoration changes and/or repairs to the statue free of charge for up to 5 years, unless damages are resulting from vandalism, or unavoidable (Act of God) event occurred. If client deems necessary to additional future repairs, they shall be under no obligation to use the artist for said repair.

Special clause of Transfer- In that the statue is being donated to the City of Enterprise, the Artist's obligations in the Agreement, including but not limited to, related to repair/restoration, will inure to the benefit of the City.

300 Plaza Drive
P.O. Box 311227
Enterprise, Alabama
36331-1227



Phone: (334) 347-9541
Fax: (334) 347-5070
enterprisenursinghome.com

May 9, 2023

Honorable Mayor and City Council
City Hall
Enterprise, AL 36330

RESOLUTION OF NOMINATIONS

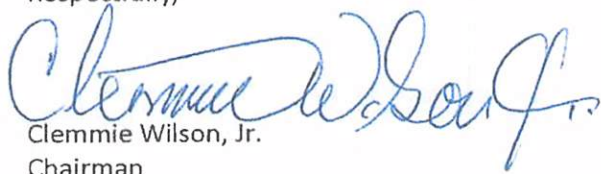
Honorable Mayor and City Council:

The Health Care Authority of the City of Enterprise, Inc. has the following seat set for appointment, previously held by Jim Weatherford, on January 5, 2018. Please accept the following nomination for the remainder of the current term.

John Ryan January 5, 2023, to January 4, 2028

We request that you nominate and confirm this appointment at your upcoming Council meeting.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Clemmie Wilson, Jr.', is written over the printed name and title.

Clemmie Wilson, Jr.
Chairman