

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

**MONDAY, 11 SEPTEMBER 2017 – 4:30 P.M. – COUNCIL CHAMBER**

1. Impact Fees Discussion
2. Tree Light Discussion
3. Committee Updates
4. Department Head Updates

**Next Regular Meeting Monday, September 25, 2017 Same Time and Place**

**CITY OF FAIRHOPE  
CITY COUNCIL AGENDA**

**MONDAY, 11 SEPTEMBER 2017 - 6:00 P.M. - CITY COUNCIL CHAMBER**

**Invocation and Pledge of Allegiance**

1. Approve minutes of 28 August 2017 Regular City Council Meeting, minutes of 28 August 2017 Work Session, and minutes of 28 August 2017 Agenda Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. Ordinance – An Ordinance amending Ordinance No. 1510 known as the Personnel Rules, Policies, and Procedures; Section 6.01 Health Insurance Benefits; specifically, all employees hired on or after October 1, 2017 may choose from two options.
6. Resolution – That that the City Council hereby approves the FY 2018 renewal of the contract with Blue Cross Blue Shield of Alabama to be the third-party administrator of the City’s self-insured health insurance health plan and to approve changes to the health plan; and that Mayor Karin Wilson is hereby authorized to execute the FY 2018 renewal of the contract with Blue Cross Blue Shield of Alabama to be the third-party administrator of the City’s self-insured health insurance health plan; and in the event the Mayor refuses the Council President is authorized to execute.
7. Resolution – That the City Council hereby approves the Fairhope Police Department’s application for funding for the 2017 Firehouse Subs Public Safety Foundation Digital Grant for two electronic message boards to assist with traffic during events, road work, evacuations or other emergencies.
8. Resolution - That the City Council hereby approves the Fairhope Police Department’s application for funding for the 2017 Walmart Foundation Community Grant for digital cameras for patrol or a metal detector for investigations (TBD).
9. Resolution – That the City Council hereby authorizes to take over and operate the marina to be called “Fairhope Docks” on October 15, 2017; and will ask for Requests for Proposals for the boatyard.
10. Resolution – That the City Council hereby authorizes the City Council President to sign Resolution No. 2850-17 and the approved contract for the City’s FY 2018 stop loss and insurance broker contracts.

11. Resolution – That Resolution No. 2831-17 is hereby rescinded; relating to the MPO Downtown Traffic, Pedestrian Safety and Wayfinding Signage and Parking Study (RFQ No. PS039-17); and that the City Council approves the selection of Christian Preus Landscape Architecture, LLC to perform Professional Architectural Services for MPO Downtown Traffic, Pedestrian Safety and Wayfinding Signage and Parking Study (RFQ No. PS039-17), and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule, and establish a not-to-exceed limit with this firm.
12. Resolution – That that the City of Fairhope approves the assignment from EnviroChem, Inc. to Pace Analytical Services, LLC; and authorizes Mayor Karin Wilson to execute the assignment since EnviroChem, Inc. joined operations with Pace Analytical Services, LLC, of Mobile, AL, on August 11, 2017; and as part of the terms and conditions of the contract, EnviroChem, Inc. is requesting the City to approve the assignment.
13. Resolution – That City Council approves Goodwyn, Mills & Cawood, Inc. for an increase to the architectural/engineering fee, and authorizes Mayor Karin Wilson to negotiate a fee schedule and a not-to-exceed figure; and to execute Amendment No. 1 – Phase 2 to the Contract; and to approve Goodwyn, Mills & Cawood to let the bid for approved work for RFQ No. PS016-17, Professional Architectural Services for Project No. PW007-17, Repairs to Library Structure 2017.
14. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract with Volkert, Inc. to perform Professional Engineering Services for Rock Creek Stabilization for the Public Works Department (RFQ No. PS031-17) with a not-to-exceed amount of \$49,550.00.
15. Resolution – That Mayor Karin Wilson is hereby authorized to approve Amendment No. 2 to the Contract for Professional Engineering Services, for RFQ No. PS001-17 (Project No. PW001-17) for Fly Creek Marina Seawall Improvements 2017, with FMS Engineering Services, Inc., at a cost of the amendment not to exceed \$4,000.00; and a total contract not to exceed \$13,000.
16. Resolution – That Mayor Karin Wilson is hereby authorized to execute Change Order No. 1 to Bid No. 026-16, Cleaning and Inspection of Sanitary Sewer Mains, Project SEW002-16 in the amount of (\$39,784.79); award of the Change Order to Smith Industrial Service, Inc. administered by Volkert, Inc.
17. Resolution – That Mayor Karin Wilson is hereby authorized to execute Change Order No. 1 to Bid No. 027-17, Cured-In-Place Pipe (CIPP) for Sanitary Sewer Mains in the amount of \$27,819.60 award of the Change Order to Suncoast Infrastructure, Inc.
18. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 1 of Bid No. 026-16, Cleaning and Inspection of Sanitary Sewer Mains with Smith Industrial Service, Inc. for an additional one year, as per the terms and conditions of the original contract. The annual bid for unit prices as listed on attached schedule with a not to exceed amount of \$81,550.00.

19. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 1 of Bid No. 027-17, Cured-In-Place Pipe (CIPP) for Sanitary Sewer Mains for an additional one year as per the terms and conditions of the original contract. The annual bid for unit prices as listed on attached schedule with a not to exceed amount of \$341,350.00.
20. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 1 of Bid No. 034-16, Turf Grass Sod for Public Works with The Chapman Company, LLC d/b/a Craft Turf Farms, Foley, AL for one additional year beginning with the expiration of the original contract, and will end October 14, 2018, as per the terms and conditions of the original contract, the contract unit prices awarded (see attached schedule) with a not to exceed amount of \$25,000.00.
21. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 1 of Bid No. 032-16, Jail Inmate Meals 2016, Re-Bid for American Wholesale Grocery, Inc. d/b/a American Foods for one additional year beginning with the expiration of the original contract, and will end October 1, 2018, as per the terms and conditions of the original contract, the contract unit bit prices, varies per item (see attached list) for an estimated amount of approximately \$45,865.88.
22. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 1 of Bid No. 033-16, Perennial Ryegrass 3-way blend rye grass seed for Sports Fields from SiteOne Landscape Supple, LLC for one additional year beginning with the expiration of the original contract, and will end October 17, 2018, as per the terms and conditions of the original contract, with a cost of \$57.00 per 50 lb bag, and a not to exceed amount of \$25,000.00.
23. Resolution – To Award Bid for Food for Quail Creek Golf Course Clubhouse to American Wholesale Grocery, Inc., with the total bid proposal estimated at an annual cost of \$35,000.00 to be offset by Quail Creek food sales (Bid Number 020-17).
24. Resolution – To Award Re-Bid for Printing of Calendar 2017 for the Economic and Community Development Department to Calagaz Photo Supply d/b/a Calagaz Printing, with the bid amounts on the attached Bid Tabulation and Recommendation: (not to exceed Unit Cost \$0.186, not to exceed 5,000 copies for each, 6 issues per year); (Bid Number 027-17).
25. Resolution – To Award Re-Bid for the Installation of Seasonal Supplemental LED Lighting 2017 to Winterland, Inc., with the bid amount on the attached Bid Tabulation and Recommendation not to exceed \$147,800.00 (Bid Number 026-17).
26. Resolution – That the Governing Body of the City of Fairhope, Alabama, hereby rescinds Resolution No. 2798-17 due to the City was told the system could be purchased through a buying group which turned out not to be the case; and after much discussion with the City Attorney and Onsolve, the distributor for CodeRED, it was decided that another notification system might be a better fit for the City.

27. Resolution – That the City of Fairhope has voted to purchase the Everbridge emergency notification system service for the IT Department for direct procurement from Everbridge of Pasadena, CA. This is a non-budgeted expense over \$5,000.00 which requires Council's approval. The cost for the first year is \$7,961.76 and \$7,372.00 annual cost after the first year.
28. Resolution – That the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to Add and Change the following Job Positions; and the Job Descriptions and Grade of Pay for same: Marina Manager (Grade 22) and changing the Facility Service Coordinator from part-time to full-time (Grade 14).
29. Resolution – That Operations Director Richard Peterson, as Engineer of Record for the Marina Repairs, is hereby authorized to expend appropriate but necessary funds up to \$3,500.00 to secure technical data regarding capacity and condition of the travel lift facility and potential forklift.
30. Resolution – That the City Council has established the Financial Advisory Committee with the mission to investigate and analyze all aspects of City finances including assets and liabilities, income and expenditures, cash flow, financial policies and procedures, and purchasing policies and procedures; that all anticipated or requested expenditures for capital purchases, matching funds for grants, land purchases, donations, community development projects, increases in debt, or expenditures not included in the City's current fiscal year budget be submitted to the Financial Advisory Committee for analysis and recommendation(s) before being submitted to City Council for consideration; except that, if either the President of City Council or any other two Members of City Council shall determine that such anticipated or requested expenditure is an emergency which cannot be delayed, such requested expenditure may be submitted directly to City Council for consideration. And, that Resolution No. 1562-09 adopted on September 28, 2009 is hereby repealed and replaced by said resolution.
31. Appointments – Pedestrian and Bicycle Committee
32. Application for a Non-Profit Tax-Exempt License (Alcoholic Beverage License) by Point Clear Charities, Inc., for 2917 Polo at the Point and Fairhope Fete, located at 7883 County Road 32, Fairhope, Alabama on October 13, 2017 through October 15, 2017.
33. Request – Jenny Klein, FurrEver Homes Animal Rescue – Requesting permission to close the streets in downtown Fairhope on October 26, 2017, from 5:30 p.m. to 8:00 p.m. for the Fairhope Witches Ride and Black Hat Block Party to raise money for FurrEver Homes Animal Rescue, a 501(c)(3) Corporation.
34. Request – Pat Hawthorne, Fairhope Film Festival – Requesting permission to close the streets in downtown Fairhope (part of De La Mare) on November 11, 2016, from 5:00 p.m. to 11:00 p.m. for the Fairhope Film Festival Street Party to honor local filmmakers and will have many celebrities here to help us congratulate them.

35. Building Official Erik Cortinas – House on Kirkman Lane.
36. Public Participation – (3 minutes maximum)
37. Adjourn

**City Council Work Session - 4:30 p.m.  
on Monday, September 11, 2017 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.  
on Monday, September 11, 2017 – Council Chamber**

**Next Regular Meeting – Monday, September 25, 2017 - Same Time and Place**

STATE OF ALABAMA                    )  
                                                  :  
COUNTY OF BALDWIN                )(

The City Council, City of Fairhope, met in regular session at 6:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 28 August 2017.

Present were Council President Jack Burrell, Councilmembers: Jay Robinson, Jimmy Conyers, Robert Brown, and Kevin Boone, Mayor Karin Wilson, City Attorney Marion E. Wynne, and City Clerk Lisa A. Hanks.

There being a quorum present, Council President Burrell called the meeting to order at 6:12 p.m. The invocation was given by Gray Strickland, Pastor of the Way Community Church, and the Pledge of Allegiance was recited. Councilmember Robinson moved to approve minutes of the 10 August 2017, work session; 14 August 2017, regular meeting; minutes of the 14 August 2017, work session; and minutes of the 14 August 2017, agenda meeting. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

Mayor Wilson addressed the City Council regarding the following items:

- 1) Stop Loss policy vote on the agenda. The best way to obtain quotes from the market is to ask one broker to submit RFPs. Regions began RFPs and blocked the market; Cobbs Allen quote came in one day late with a second proposal; and the City has a fiduciary response for citizens to pick the best and work together.
- 2) Department Head Updates:
  - a) MS4 Permit must hold citizen input and a Rain Barrel Project will be held during the Jubilee Festival in Daphne with Fairhope Co-hosting event. Thanks to Kim Burmeister who is helping with both;
  - b) Building Official Erik Cortinas will hold an Open House at 5:00 p.m. on Tuesday to for the public to review and comment on the FEMA Flood Maps;
  - c) Recycling Program has changed with a new route; and thank you to Dale Linder and Arthur Bosarge for keeping citizens informed;
  - d) City of Fairhope will host a conference in November for the Federal Reserve Bank of Atlanta to share the latest indicators projections for Fairhope and surrounding Cities; and City leaders will find out the correlation between communities and economic development. Thank you Sherry-Lea Botop for your help in this event;
  - e) Citizens have complained about bulbs being out on the Fairhope Pier; this is a challenge for the Electric Department;
  - f) Sought out a company who puts Christmas tree lights out which will take a burden off our Electric Department with an expense of \$270,00.00 with labor being \$160,00.00;

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- g) Mentioned a potential Intern Program and using students from schools and colleges getting hands-on experience;
- h) Mentioned Ate at 8:00 a.m. at Julwynns beginning in September;
- i) Thanked Finance Director Jill Cabaniss for her work with this year's budget.

Councilmember Robinson told everyone to have a great Labor Day weekend.

Councilmember Conyers announced September 30, 2017 the Eastern Shore Repertory Theatre will be performing "Circus of Dream;" and FEEF will have a fundraiser on October 7, 2017 with the theme being an "Evening in the Big Easy."

Councilmember Brown said the City is working on a secondary measure for the Fly Creek spill.

Councilmember Boone asked for a status on the painting of the water tank. Operations Director Richard Peterson stated he hope to go out on bid October 1, 2017; and said other projects have taken up his time.

Council President Burrell mentioned the NASAO conference and asked Fairhope Airport Authority member Pam Caudill to give an update. Ms. Caudill said we will be hosting the National Association of State Aviation Officials; and John Aergerton from ALDOT will be speaking. This will be from September 9, 2017 thru September 13, 2017 at the Grand Hotel with approximately 265 registered plus spouses and guests. They will introduce all to our City. Councilmember Conyers asked about the economic impact to the City. Joe McEnerney, Chairman of the Fairhope Airport Authority, stated most will be staying three to four nights with an economic impact of \$240,000.00 plus.

Council President Burrell said that Roland Neeson, a Fairhope citizen, passed away this past week and was a frequent visitor of the Fairhope pier. He said that Terrell Reeves and others want to purchase a bench and place in that approximate area. He polled the City Council and all were in favor for this recommendation. Council President Burrell said he and Lynn Maser would find the appropriate spot; and asked the City Clerk to prepare a resolution.

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the fee schedule of Stewart Engineering, Inc. to perform On-Call Professional Engineering Services for the Electric Department (RFQ No. PS036-17), and hereby authorizes Mayor Karin Wilson to execute the associated contract with a not to exceed amount limit of \$20,000.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.



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**RESOLUTION NO. 2847-17**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council approves the fee schedule of Stewart Engineering, Inc. to perform On-Call Professional Engineering Services for the Electric Department (RFQ No. PS036-17), and hereby authorizes Mayor Karin Wilson to execute the associated contract with a not to exceed amount limit of \$20,000.00.

DULY ADOPTED THIS 28TH DAY OF AUGUST, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Karin Wilson is hereby authorized to approve Amendment No. 2 to the Contract for Professional Engineering Services, for RFQ No. PS008-17, On-call for Planning Department Projects, with S.E. Civil Engineering, LLC, at a cost of the amendment not to exceed \$15,000.00; and a total cost not to exceed for RFQ No. PS008-17 of \$45,000.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

**RESOLUTION NO. 2848-17**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Karin Wilson is hereby authorized to approve Amendment No. 2 to the Contract for Professional Engineering Services, for RFQ No. PS008-17, On-call for Planning Department Projects, with S.E. Civil Engineering, LLC, at a cost of the amendment not to exceed \$15,000.00; and a total cost not to exceed for RFQ No. PS008-17 of \$45,000.00.

DULY ADOPTED THIS 28TH DAY OF AUGUST, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

28 August 2017

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the Mayor Karin Wilson is hereby authorized to amend Resolution No. 2755-17 to reduce the transformer testing amount from Emerald Transformer at a rate of \$4,521.39 to Riviera Utilities at a rate of \$1,080.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

**RESOLUTION NO. 2849-17**

Pursuant to Resolution No. 2755-17, adopted by the City Council on May 18, 2017, the City of Fairhope voted to purchase Four (4) Used Single Phase Substation Transformers from the Utilities Board of the City of Sylacauga, which included transforming testing by Emerald Transformer at a rate of \$4,521.39.

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the Mayor Karin Wilson is hereby authorized to amend Resolution No. 2755-17 to reduce the transformer testing amount from Emerald Transformer at a rate of \$4,521.39 to Riviera Utilities at a rate of \$1,080.00.

DULY ADOPTED ON THIS 28TH DAY OF AUGUST, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

Council President Burrell announced that Agenda Item Number 8 was pulled from the agenda at the request of Operations Manager Richard Peterson.

City Treasurer Deborah Smith addressed the City Council regarding Agenda Item Number 9: a resolution to choose an insurance broker and Stop Loss policy. Ms. Smith explained the RFQ and the Stop Loss policy with the threshold being increased to \$80,000.00. Council President Burrell said there were presentations at a Work Session with mixed reviews for Cobbs Allen and Regions.

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He mentioned the issue with locking down the market by an agent of record to the State Insurance Director and Assistant Director not being fair to all agents. Council President Burrell commented that the quote from Regions this year is \$18,000.00 less than last year. Council President Burrell said he spoke to Councilmember Conyers regarding Request for Quotes from agents. He said they were all given instructions to prepare sealed quotes and return by a deadline; and Cobbs Allen submitted a second quote twenty-four hours later. Council President Burrell said at the opening of the RFQs, Deborah Smith, Lynn Maser, Councilmember Conyers and I agreed to open the second quote if Cobbs Allen won the RFQ and to send back unopen if they did not win.

Councilmember Conyers stated that Cobbs Allen had the better presentation; and Regions has done well over the past. We went out for quotes for our Stop Loss policy; and agreed to stick to the deadline as we do with other bids. This was a fair way to determine and to move forward.

Mayor Wilson said Cobbs Allen could not get quotes if the market was shut down. Desmond Joiner, our agent of record, addressed the City Council and said as agent, the normal process is to get quotes. Mayor Wilson said with Cobbs Allen we would have access to a real-time compensation study and job descriptions. Councilmember Conyers said in hindsight we should have carried on with Regions; and then the next year go out for brokers.

Doug Carter with Cobbs Allen addressed the City Council and said the second quote was significantly less than the quote; and Milliman comes up with the numbers for compensation study. Council President Burrell questioned how Mr. Carter knew his quote was the best; and Mr. Carter replied the second quote was less than Cobbs Allen's first quote. Council President Burrell also questioned if the market was shut down how they were able to get a quote. Mr. Carter replied they could only get one company to quote. Councilmember Boone stated quotes were due on August 16, 2017 by close of business day; and both companies were given the same instructions for the RFQ.

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution to award RFQ for Regions Insurance and Excess Risk Reinsurance, Inc. an Ironshore Company the City's FY 2018 stop loss insurance and insurance broker contracts, and hereby authorize Mayor Karin Wilson to execute a contract. The motion was seconded by Councilmember Boone.

Councilmember Robinson said we do have a fiduciary duty for the City. We must also play and follow our directions; and not bend the rules. Mayor Wilson said one of the brokers did not have access to the market. Councilmember Boone commented this was a fair bid. Councilmember Robinson commented this way is flawed; but we can find better ways to do this for the future.

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Councilmember Conyers said the approach we should take is to have presentations and select a broker for several years. Council President Burrell replied we are in the third year with Regions. After further discussion, motion passed unanimously by voice vote.

**RESOLUTION NO. 2850-17**

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

[1] That the City of Fairhope did request and receive RFQs for the City's stop loss insurance contract and insurance broker contract for FY 2018.

[2] Attached is the RFQ tabulation sheet.

[3] After evaluating the RFQ responses with the required specifications, Regions Insurance and Excess Risk Reinsurance, Inc. an Ironshore Company are now awarded the RFQ for the City's FY 2018 stop loss insurance and insurance broker contracts, and hereby authorize Mayor Karin Wilson to execute a contract.

DULY ADPOTED ON THIS 28TH DAY OF AUGUST, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution to award RFQ for Fire Extinguisher Service 2017 to Safety Extinguisher, LLC with a total RFQ proposal of \$13,500.00 (RFQ No. 004-17). Seconded by Councilmember Brown, motion passed unanimously by voice vote.

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**RESOLUTION NO. 2851-17**

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

[1] That the City of Fairhope did request and receive RFQs for Fire Extinguisher Service 2017 (RFQ No. 004-17) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached RFQ Tabulation  
Fire Extinguisher Service 2017

[3] At the appointed time and place; after evaluating the RFQ proposal with the required specifications, Safety Extinguisher, LLC of Fairhope, AL, with a total proposal of \$13,500.00, is now awarded the RFQ for Fire Extinguisher Service 2017.

Adopted on this 28TH day of AUGUST, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

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28 August 2017

CITY OF FARHOPE  
 TABULATION and RECOMMENDATION  
 RFQ NUMBER: 004-17  
 NAME: Fire Extinguisher Services 2017  
 OPENED: 8/15/2017 9:00 A.M.

Responders	Safety Extinguisher, LLC	FYRE-FYTER SALES	R. Cauter and Associates	Hiker Systems Inc	Firehouse sales and Service	International Fire Protection, Inc	The Fire Pro	Sunbelt Fire Protection, Inc	MAEVM	S & S Spittler Company, LLC	MFC Fire & Security, Inc	Certified Hood & Fire Specialists, Inc.
ANNUAL INSPECTION COSTS (IEA)	Price Each		Price Each	Price Each	Price Each	Price Each	Price Each	Price Each	Price Each	Price Each	Price Each	Price Each
Annual Inspections (Socket Tags on all extinguishers exposed to elements)	\$3.50	\$6.00	No response	No Response	No Response	No Response	No Response	No Response	No Response	No Response	No Response	No Response
2.5# ABC, BC recharge	\$6.50	\$15.00										
3.5# ABC, BC recharge	\$9.50	\$24.00										
4.1# ABC, BC recharge	\$12.50	\$36.00										
5.0# ABC, BC recharge	\$23.50	\$53.00										
6.2.5# Halotron recharge	\$4.50	\$81.80										
7.5# Halotron recharge	\$9.50	\$148.00										
8.1# Halotron recharge	\$14.50	\$300.00										
9.5# class D recharge	\$79.50	\$67.00										
10.2.5 gallon recharge H2o	\$4.50	\$12.00										
11.5# CO2 recharge	\$4.50	\$22.00										
12.1# CO2 recharge	\$6.50	\$27.00										
13.2# CO2 recharge	\$8.50	\$38.00										
14.2.5# ABC, BC six (6) year	\$6.50	\$21.00										
15.5# ABC, BC six (6) year	\$9.50	\$30.00										
16.1# ABC, BC six (6) year	\$12.50	\$42.00										
17.2# ABC, BC six (6) year	\$23.50	\$59.00										
18. ABC, BC six (6) year	\$2.00	\$21.00										
19.2.5 # Halatron six (6) year	\$4.50	\$81.80										
20.5# Halatron six (6) year	\$9.50	\$133.00										
21.1# Halatron six (6) year	\$14.50	\$264.00										
22.2.5# Hydro BC ABC	\$3.50	\$28.00										
23.5# Hydro BC ABC	\$14.50	\$42.00										
24.1# Hydro BC ABC	\$14.50	\$52.50										
25.2# Hydro BC ABC	\$14.50	\$68.00										
26.1# Hydro CO2	\$19.50	\$47.00										
27.2# Hydro CO2	\$19.50	\$58.00										
28.3# class D Hydro	\$19.50	\$148.00										
29.2.5 gallon Hydro H2o	\$9.50	\$25.00										
30.2.5 # Halatron Hydro	\$9.50	\$81.80										
31.5# Halatron Hydro	\$9.50	\$133.00										
32.1# Halatron Hydro	\$9.50	\$294.00										
33. New ABC, BC 2.5#	\$30.00	\$29.75										
34. New ABC, BC 5#	\$40.00	\$42.75										
35. New ABC, BC 10#	\$60.00	\$62.45										
35. New ABC, BC 20#	\$120.00	\$114.45										
37. New B, K class	\$140.00	\$150.55										
38. New CO2 5#	\$127.00	\$128.00										
39. New CO2 10#	\$173.00	\$185.00										
40. New CO2 15#	\$197.00	\$195.00										
41. New CO2 20#	\$273.00	\$228.00										
42. New Halatron 2.5#	\$90.00	\$99.50										
43. New Halatron 5#	\$145.00	\$175.00										
44. New Halatron 11#	\$260.00	\$332.00										
45. Valve	\$8.00	\$49.00										
47. Gauge	\$7.00	\$5.75										
48. Suppression System service	\$65.00	\$125.00										
49. Fusible Links	\$8.00	\$12.00										
50. Pin	\$1.00	\$0.75										
51. Hood Cleaning per Sq Ft	\$8.25	\$100.00										
52. Hood cleaning per each Nozzle	Included	\$200.00										
53. O ring included	Included											
<b>TOTAL ANNUAL INSPECTION</b>	<b>\$2,088.78</b>	<b>\$4,748.85</b>										
<b>PICK UP / DELIVERY CHARGE (PER ROUND TRIP)</b>	<b>\$15.00</b>	<b>\$60.00</b>										
Service charge for callouts other than Annual Inspection, (if any)	\$15.00	\$75.00										

Recommendation: Award bid to Safety Extinguisher, LLC in the amounts listed in their Quote.  
*Chris Ellis* 8/15/17  
 Chris Ellis, Fire Chief

To my knowledge this is an accurate tabulation of quotations submitted.  
*Clint Steadman* 8/15/17  
 Clint Steadman, Buyer  
 for Daniel P. Ames, Purchasing Manager

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council authorizes Mayor Karin Wilson to temporary fill the position of Purchasing Manager at a pay grade of 26, with a salary not to exceed the minimum of that grade. Temporary employees are regularly scheduled to work 29 hours or less each week and are not eligible for City benefits, *except* those required by law, per the City's employee handbook Section 1, 1.05 & Section 6, 6.08.

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This temporary position is valid for 90 days or less, dependent upon the return of the Purchasing Manager. The motion was seconded by Councilmember Conyers. Mayor Wilson mentioned the Purchasing Department being slow; and this needs to be a full-time position. Human Resources Coordinator Leslie Green addressed the City Council regarding the temporary position. Ms. Green said that the handbook's definition for temporary employees states they are regularly scheduled to work 29 hours or less each week. After further discussion, motion passed unanimously by voice vote.

**RESOLUTION NO. 2852-17**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council authorizes Mayor Karin Wilson to temporary fill the position of Purchasing Manager at a pay grade of 26 with a salary not to exceed the minimum of that grade. Temporary employees are regularly scheduled to work 29 hours or less each week and are not eligible for City benefits, *except* those required by law, per the City's employee handbook Section 1, 1.05 and Section 6, 6.08. This temporary position is valid for 90 days or less, dependent upon the return of the Purchasing Manager.

ADOPTED THIS 28TH DAY OF AUGUST, 2017

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Karin Wilson, Mayor

ATTEST:

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Lisa A. Hanks, MMC  
City Clerk

City Council reviewed an application for a Non-Profit Tax-Exempt License (Alcoholic Beverage License) by Fairhope Educational Enrichment Foundation Inc., for Phantasy of the Arts 2017, located at 161 N Section Street, Fairhope, Alabama on October 8, 2017. Councilmember Conyers moved to approve the issuance of the license. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

28 August 2017

As Francis Paul Ripp, 22985 High Ridge Road, approached the podium to speak, Council President Burrell told Mr. Ripp he would not be allowed to speak. He said you've relinquished your rights; and it is a privilege to speak. Council President Burrell went on to say that he has had complaints about Mr. Ripp spreading innuendo, talking about citizens, employees, and Councilmembers. He asked Chief Petties to show Mr. Ripp back to his seat; and reiterated he was not allowing him to speak.

Councilmember Brown moved to adjourn the meeting. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

There being no further business to come before the City Council, the meeting was duly adjourned at 7:14 p.m.

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk



STATE OF ALABAMA            )(  
                                          :  
COUNTY OF BALDWIN        )(

The City Council met in a Work Session at 4:00 p.m.,  
Fairhope Municipal Complex Council Chamber,  
161 North Section Street, Fairhope, Alabama 36532,  
on Monday, 28 August 2017.

Present were Council President Jack Burrell, Councilmembers: Jay Robinson (arrived at 4:40 p.m.), Jimmy Conyers, Robert Brown, and Kevin Boone, Mayor Karin Wilson, Marcus McDowell, attending for City Attorney, and City Clerk Lisa A. Hanks. City Attorney Marion E. Wynne was absent.

Council President Burrell called the meeting to order at 4:10 p.m.

The following topics were discussed:

- The first item on the agenda was the Discussion of Financial Advisory Committee. Council President Burrell said this committee gave financial oversight and advisory for the City Council between 2008 and 2012. Councilmember Brown said they will help with infrastructure and long-term planning; and he contacted Chuck Zunk who is willing to serve along with five to seven with financial background. Councilmember Conyers said this will help with transition and stability. Councilmember Boone emphasized this would be advisory only and Council has final say so. Council President Burrell said he welcomed others to look at the numbers and give advice. City Clerk Lisa Hanks was asked to look into the formation of the committee and to see if the resolution was repealed. Mayor Wilson commented this is an excellent idea and will be a huge help.
- Budget Discussions were next on the agenda. Jeff Montgomery, IT Director, addressed the City Council and explained his budget handout. See attached handout. Mr. Montgomery explained briefly the needs for the IT Department and the City specifically the Computer Aided Dispatch system. He also brought up the new website he has been working on which should be easy to maintain and navigate.
- Wayne Dyess, Planning Director, addressed the City Council and explained his budget handout. See attached handout. Mr. Dyess explained briefly the needs for the Planning Department specifically training and virtual training.
- Erik Cortinas, Building Official, addressed the City Council and explained his budget handout. See attached handout. Mr. Cortinas explained briefly the needs for the Building Department specifically a coastal construction inspector and 4-wheel drive trucks. He also mentioned the FEMA map meeting on Tuesday night.
- Tim Bung, Maintenance Supervisor, addressed the City Council and explained his budget handout. See attached handout. Mr. Bung explained briefly the needs for the Maintenance/Mechanic Department specifically tools, a truck, and floor jacks.
- Jennifer Olmstead, Revenue Officer, addressed the City Council and explained her budget handout. See attached handout. Ms. Olmstead explained briefly the needs for the Revenue Department specifically splitting Meter and Revenue Departments and two revenue technicians.

- Lance Cabaniss, Building Maintenance Technician, addressed the City Council and explained his budget handout. See attached handout. Mr. Cabaniss explained briefly the needs for a new Building Maintenance Department specifically the need for three employees for the Departments, new tools, meters, and continuing education. Council President Burrell asked for percentages broken into Building and Utilities.
- Sherry-Lea Botop, Economic and Community Development Director, addressed the City Council and explained her budget handout. See attached handout. Ms. Botop explained briefly the needs for the Economic and Community Development Department specifically proposed Facilities Fees, and Community Development budget. Councilmember Conyers questioned the Eastern Shore Repertory Theatre contract. Michael Stonehouse explained the fee ordinance and the increase. Council President Burrell questioned the new proposed rates in the contract. Ms. Botop replied the contract will be changed to old rates per ordinance in place now.

Mayor Wilson commented we need to show for all events: "this is what we give as in-kind services and equipment." A total amount shown on the contract along with fees.

- Jim Bates, James P. Nix Center, addressed the City Council and explained an immediate need for a part-time employee being moved to full-time employee staying in same pay grade. Council President Burrell stated this is an immediate need. Councilmember Conyers stated we ran out of time or this would be on tonight's agenda. Councilmember Boone questioned this position and did not want to vote on \$16,000.00 plus at this time. Council President Burrell asked for this to be placed on the next agenda.
- Operations Director Richard Peterson introduced Jeremy Sasser with Goodwyn, Mills & Cawood who presented a Power Point Presentation on the City of Fairhope Unity Capacity Study Phase I. (See attached Power Point Presentation). Mr. Sasser stated the most critical pump stations are the Dog House and Thompson Hall Road. He mentioned Option 3 is to build a new waste water treatment plant. Councilmember Boone commented we need to start somewhere; prioritize and move forward. Mr. Peterson said we need to validate what we have and what is the most critical. Council President Burrell questioned putting in a sister wet well along with others.

There being no further business to come before the City Council, the meeting was duly adjourned at 6:02 p.m.

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk



**COMPUTER EXPENSE (JEFF M)  
FY 2018**

**ACCT#50300**

ITEM DESCRIPTION	2018	2019	2020	2021	2022	2023	2024
2x Support (MUST)	1,000						
AWS Storage (MUST)	3,360						
COLOCATION Data Center (IN CASE OF DISASTER)	2,400						
I.T Maintenance (MUST)	5,400						
Server Support (MUST)	2,300						
ESET Virus (MUST)	1,200						
Microsoft Licenses (MUST)	12,000						
KRONOS Support (MUST)	3,400						
Teklinks (MUST)	540						
Firewall Support (MUST)	2,800						
Munis Support (MUST)	9,800						
New Monitors	4,000						
New Computer	4,000						
AS400 Support	6,000						
SSL Certificates	1,200						
Domain Renewals	1,200						
New Computers	4,000						
Randy Holloway AS400 Services	5,000						
Adobe Creative Cloud	1,600						
TCM Disaster Recovery	1,000						
Leslie Green HR Laptop	2,000						
Canon EOS 5DS R	4,000						
round	800						
<b>TOTAL</b>	<b>79,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**OFFICE SUPPLIES  
FY 2018**

**ACCT#50320**

ITEM DESCRIPTION	2018	2019	2020	2021	2022	2023	2024
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TOTAL	7,500	-	-	-	-	-	-
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TELEPHONE (JEFF M)  
FY 2018

ACCT#50380

ITEM DESCRIPTION	2018	2019	2020	2021	2022	2023	2024
Phone System Support	4,000						
Verizon	15,289						
Internet	7,000						
AT&T	14,200						
SouthernLINC round	6,040.00 30,200 11						
TOTAL	70,700	-	-	-	-	-	-

DUES-MEMBERSHIPS-SUBSCRIPTIONS  
FY 2018

ACCT#50390

ITEM DESCRIPTION	2018	2019	2020	2021	2022	2023	2024
PH-AAPPA Dues	100	100	100	100	100		
PH-SHRM Dues (local)	20	20	20	20	20		
PH-SHRM Dues (National)	100	100	100	100	100		
PH-HR Management Newsletter	149	149	149	149	149		
City Clerk - AAMCA	35						
City Clerk - IIMC	160						
City Clerk - District VIII (AAMCA)	12						
Planning - APA and AICP	1,225						
Bldg Dept- ICC (x7)	875						
Bldg Dept- Baldwin County HBA (x1)	600						
Bldg Dept- NFPA Govt Membership	175						

PURCHASES VEHICLES & EQUIPMENT  
FY 2018

ACCT#50470

ITEM DESCRIPTION	2018	2019	2020	2021	2022	2023	2024
Bldg Dept- one F150 Crew Cab 4WD	30,000						
Bldg Dept- one F150 Ext Cab 4WD	25,000						
IT - Cradlepoint COR IBR1100	28,000						
IT - Wifi Downtown/Parks	30,000						
IT - SUV to replace Crown Victoria	25,000						
IT - SouthernLINC LTE Conversion							
IT - Munis - CAD - PD	297,905						
IT - Munis -Court	88,525						
IT - Server Replacement	45,000						
IT - Additial Hard Drive Array	50,000						
IT- Cameras for Rec Department	15,000						
IT - Public Works Radios	20,000						
IT - P25 County Emergency Radios	26,000						
IT - Request from Saraceno - Video Conf	15,000						
IT - Portable Streaming Cameras	10,000						
IT - Council Audio	15,000						
IT - Protobale Streaming Solution	8,000						
IT - Firewall PD	15,300						
IT - Munis Planning Software	50,000						
Whse - Used fork lift for warehouse	18,000						
Meter-1500 Pickup to replace Colorado	25,000						
Meter-pickup	23,000						
Mechanics-New Service Truck 3/4 ton	35,000						
Mechanics-2 New 3 ton floor jacks	1,500						
Mechanics-New asphalt around shop (not critical)	65,000						
Storm Supplies Resource Unit	25,000						
Emergency Management Video Training Unit	12,000						
Maintenance-truck for Cody	45,000						
Finish brick on side wall by drive up-utility counter	5,000						
60' Flag Pole	7,350						
<b>TOTAL</b>	<b>1,055,580</b>	-	-	-	-	-	-

To separate Meter/Revenue Department in to Two Separate Departments. Meter Dept and Revenue Dept					
Positions: Revenue Department					
Revenue Officer					
Revenue Technician (new position)					
Revenue Technician (new position)					
Expense other than Salary					
Training/Continuining Ed-Revenue Officer	\$	1,000.00			
Training - Revenue Technician (2 weeks)	\$	1,500.00			
Training - Revenue Technician (2 weeks)	\$	1,500.00			
General Fund Revenue Dept	Fairhope	Daphne	Foley		Gulf Shores
Population (2016)	19,421	25,913		17,607	11,689
Enforce in PJ	Yes	No	Yes		Yes
Self or State Admin Sales Tax	State	Self	State		Self
Utilities Separate	No	Yes	Yes		Yes
Number of Employees	1	3 + 2 Code Enfor	2.5 + 2 Code Enfor		5 + 1 Code Enfor
Reports to whom	Dir of Ops	Finance Director	General Admin		Finance Director
General Fund Revenue					
	<b>G/L</b>	<b>Desc</b>	<b>FYTD 08/28/17</b>	<b>FY2016</b>	<b>FY2015</b>
	40310	BL	2,108,215	2,052,104	1,957,243
	40390	Ins Fran	220,418	259,607	239,457
	40170	Beer	279,994	307,644	300,983
	40180	Wine	49,362	51,262	49,803
	40190	Liquor	121,422	123,850	100,933
	40220	Cigarette	118,456	132,957	138,298
	40230	Lodging	566,340	696,379	681,419
	40600	Month Liq	51,082	38,218	43,856
	40410	City Prop Fran	6,360	7,795	7,729
	40400	Cable Fran	226,260	267,525	232,070
			3,747,910	3,937,340	3,751,792
Number of Business Licenses Issued		5600	5300	5000	

SHERRY-LEA | NEXT YEAR BUDGET HISTORICAL COMPARISON  
 PROJECTION: 2018 2018 budget

INCLUDES MODIFICATIONS  
 FOR REORG-PRESENTATION  
 PURPOSES ONLY

CY 2017 BUDGET MODIFIED  
 FOR REORGANIZATION-  
 PRESENTATION  
 PURPOSES ONLY

ACCOUNTS FOR:  
 General Fund

2015 ACTUALS    2016 ACTUALS    2017 ACTUALS    CY 2017 BUDGET    PROJECTION LEVEL 1-2018

(CORRECTED AMOUNT WITH SHERRY SULLIVAN)

Community Development      \*\*\*THIS INCLUDES SALARY FOR SHERRY S FROM OCT'16-FEB'17

1	50040	Salaries	***	134,165	144,716	165,201	139,563	234,063	200,761
		<b>PERSONNEL NEEDED</b>					<b>2017</b>		<b>2018</b>
		Public Affairs & Comm Coordinator							45,000
		Tourism & Events Coordinator							50,000
		Seasonal-fill in							10,800
		<b>TOTAL</b>					-		105,800

\*\*will eliminate current position

1	50190	Employee Payroll Taxes		10,138	10,858	12,390	10,677	17,906	15,358
1	50200	Employee Retirement Exp		11,610	13,128	12,458	10,132	19,100	13,563
1	50210	Employee Medical Insurance							5,000

1	50230	Training/School/Travel		7,918	7,698	1,241			6,350
		<b>ITEM DESCRIPTION</b>					<b>2017</b>		<b>2018</b>
		Coastal AI Partnership - x2							2,000
		Governors Conf on Tourism							1,000
		EDAA Conferences							1,500
		Montgomery Travel-hotels/meals							750
		SEDC Annual Conference							500
		NOLA conference							600
		<b>TOTAL</b>					-		6,350

1	50300	Computer Expense							2,000
		<b>ITEM DESCRIPTION</b>					<b>2017</b>		<b>2018</b>
		Laptops (2)							2,000
		<b>TOTAL</b>					-		2,000

1	50320	Office Supplies							4,500
		<b>ITEM DESCRIPTION</b>					<b>2017</b>		<b>2018</b>
		Mailers							500
		Pens, toner, other supplies							1,000
		small office furniture							3,000
		<b>TOTAL</b>					-		4,500

1	50330	Postage				135			750
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1	?	Advertising & Promotion/Communications		86,367	54,456	16,463		74,200	56,500
		<b>ITEM DESCRIPTION</b>					<b>2017</b>		<b>2018</b>
		Community Newsletter[includes printing/design]							42,000
		WABF Advertising/Eternity for Community Annoucements							4,500
		Writing Services							9,000
		miscellaneous signage							1,000
		<b>TOTAL</b>					-		56,500

1	50380	Telephone				438			1,000
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1	50390	Dues-Memberships-Subscrip							100
		ITEM DESCRIPTION				2017			2018
		EDAA							75
		other							25
		TOTAL				-			100

1	50440	Equip & Vehicle Repair							1,000
		ITEM DESCRIPTION				2017			2018
		TOTAL				-			-

1	50470	Purchases Vehicles & Equipment							12,000
		ITEM DESCRIPTION				2017			2018
		Street legal golf cart							12,000
		TOTAL				-			12,000

1 ?		Community Events	173,805	168,987	102,105			141,000	128,950
		ITEM DESCRIPTION				2017			2018
		see list							128,950
		TOTAL				-			128,950

1 ?		Charitable Contributions	573,102	622,906	480,589			585,500	229,500
		ITEM DESCRIPTION				2017			2018
		see list							229,500
		TOTAL				-			229,500

TOTAL	Community Development	997,105	1,022,749	791,020				1,071,769	677,332
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**Proposed Community Development 2017-2018\***

	BUDGET 2016-2017	ACTUAL AS OF 7/13/17	PROPOSED 2017-2018
ALABAMA COASTAL FOUNDATION	-		\$500
BALDWIN COUNTY HERITAGE MUSEUM	-		\$500
DOWNTOWN FAIRHOPE BUSINESS ASSOCIATION	\$20,000		\$20,000
EASTERN SHORE ART CENTER	\$20,000	\$10,000	\$20,000
EASTERN SHORE CHAMBER OF COMMERCE	\$6,000	\$6,000	\$21,000 (\$15,000 FOR ANNUAL LEADERS COUNCIL PROGRAM)
ECUMENICAL MINISTRIES	\$10,000	\$5,000	\$10,000
FAIRHOPE FILM FESTIVAL	\$8,000		\$10,000
MISC GOLF (FIS, BOOSTER, FEEF)	\$7,500		\$7,500
MOBILE BAY NATIONAL ESTUARY PROGRAM	\$5,000	\$5,000	\$5,000
PIRATE BOOSTER	\$35,000		\$35,000
ROTARY YOUTH CLUB	\$50,000	\$37,500	\$50,000
THOMAS HOSPITAL FOUNDATION	\$50,000	\$50,000	\$50,000
	<hr/>	<hr/>	
	\$211,500	\$113,500	\$229,500

HAVE NOT REC'D REQUESTS FROM THE FOLLOWING:

BALDWIN CO TRAILBLAZER/WALKING SCHOOL BUS CARE HOUSE	\$5,000	\$5,000	
EDUCATION ADVISORY COMMITTEE	\$345,000	\$342,089	
OPTIMIST CLUB/DOGWOOD TRAIL PROGRAM	\$2,000		
LIGHTHOUSE DOMESTIC VIOLENCE SHELTER	\$2,000		
BALDWIN CO ECONOMIC DEV BUSINESS ALLIANCE	\$15,000	\$15,000	
	<hr/>	<hr/>	
	\$374,000	\$367,089	

TOTAL \$585,500 \$480,589 \$229,500

GRANT MATCHING FUNDS

	REVENUE	EXPENSE		
STORMWATER MGMT TATUMVILLE GULLEY	\$ 45,000	\$2,500	TOTAL GRANT \$45,000	
TRANSPORTATION HUB/PARKING GARAGE UPGRADES	\$ 212,500	\$ 37,500	TOTAL GRANT \$250,000	CITY PORTION 15%
CITY TRANSPORTATION/ELECTRIC VEHICLES	\$ 85,000	\$ 15,000	TOTAL GRANT \$100,000	CITY PORTION \$15,000
PLANNING GRANT FOR DOWNTOWN	\$ 24,000	\$ 6,000	TOTAL GRANT \$30,000	CITY PORTION \$6,000
ADCNR GRANT	\$ 20,000	\$ -	TOTAL GRANT \$20,000	CITY PORTION \$0
RESTORE ACT GRANT I	\$ 650,000	\$ -	TOTAL GRANT \$650,000	CITY PORTION \$0
RESTORE ACT GRANT II	\$ 6,000,000	\$ -	TOTAL GRANT \$6,000,000	CITY PORTION \$0
RESTORE ACT GRANT III	TBD	TBD	TBD	TBD

\* THIS SECTION WILL INCLUDE AN ADDITIONAL BREAKDOWN OF ALL IN-KIND SERVICES

EVENT	BUDGET 2016-2017	ACTUAL AS OF 7/13/17	PROPOSED 2017-2018	
ARBOR DAY	\$1,000	\$1,006	\$1,000	
BALDWIN POPS	\$3,000	\$5,070	\$11,000	
CHRISTMAS PARADE	\$5,000	\$7,208	\$6,500	
CITY SKETCHES	\$55,000	\$11,994	\$42,000	moved to different line item
COMMUNITY CLEANUP	\$1,000	\$0	\$1,000	
COMMUNITY SHREDDING	\$1,500	\$1,489	\$2,000	
EARTH DAY	\$5,000	\$5,007	\$5,600	
EMPLOYEE LUNCHEON	\$7,500	\$7,134	\$10,500	
FALL MARKET	\$1,500	\$0	\$1,500	
HOLIDAY DECORATIONS	\$3,000	\$2,931	\$4,000	
JULY 4TH	\$17,000	\$19,557	\$20,000	
MARDI GRAS	\$0	\$6,676	\$6,800	
MAYORS PRAYER BREAKFAST	\$500	\$735	\$850	
MISCELLANEOUS SIGNAGE	\$0	\$325	\$1,000	moved to different line item
MOVIE IN THE PARK	\$3,000	\$1,518	\$3,000	
NEW YEARS EVE	\$25,000	\$25,764	\$28,500	
SISTER CITIES	\$5,000	\$218	\$5,000	
SPORTS TOURISM	\$10,000	\$0	\$10,000	
SUMMER FARMERS MARKET	\$2,000	\$270	\$2,000	
TREE LIGHTING	\$15,000	\$15,192	\$15,000	
VETERANS DAY	\$500	\$278	\$700	
VOLUNTEER WEEK	\$2,500	\$2,037	\$2,500	
WABF ADVERTISING	\$3,000	\$2,388	\$4,500	moved to different line item
WEBSITE MAINTENANCE	\$7,200	\$0	\$0	moved to different line item
WELCOME CENTER	\$2,000	\$20	\$2,000	
WRITING SERVICES	\$9,000	\$1,750	\$9,000	moved to different line item
	\$ 185,200	\$118,568	\$195,950	
POLICE LABOR	<u>30,000</u>			
	215,200			
MOVED TO DIFFERENT LINE ITEM			(\$56,500)	
EMPLOYEE LUNCHEON-SPLIT AMONG UTILS-GEN CANNOT PAY			<u>(\$10,500)</u>	
			\$128,950	

shared computer expense among all departments \$7,200

## DRAFT - COF Rental Facilities/Fee Schedules

	ITEM	AREA (Sq. Ft)	CURRENT RATE	PROPOSED RATE	PROJECTED INCREASE
CIVIC CENTER	Auditorium (includes kitchen, stage, and two dressing rooms)	7800	\$485.00 \$242.50 non-profit	\$585.00 includes/6 hr rental	\$7,000.00
	Commercial Kitchen (currently inclusive w/aud rental)	1050	<b>NO CHARGE</b>	\$125.00	\$7,500.00
	Main Lobby	1740	\$125.00	\$150.00	\$750.00
	Council Chambers	1450	\$50.00	\$125.00	\$750.00
	Delchamps Room 1	864	\$40.00	\$125.00	\$2,550.00
	Delchamps Room 2	361	\$40.00	\$75.00	\$525.00
	Storeroom	1080	<b>NO CHARGE</b>	\$150.00	\$2,250.00
	Hourly Rate (after 5pm weekdays, all day weekends)		\$20.00	\$50/hr past allotted 6	
	Stage Runway w/ lights and stairs		<b>NO CHARGE</b>	\$125.00	\$500.00
	Projector and Screen (stage broadcast only)		<b>NO CHARGE</b>	\$50.00	\$500.00
	32" TV / VCR / DVD Combo		<b>NO CHARGE</b>	\$25.00	\$250.00
	Scissor Lift		<b>NO CHARGE</b>	\$50/hr.	\$1,500.00
	Portable Bar		<b>NO CHARGE</b>	\$50.00	\$1,750.00
	Mandatory Cleaning Fee		\$20.00 per hour	\$50.00 per hour	\$3,600.00
	Stanchions, Easles, Coat Racks		<b>NO CHARGE</b>	\$10 each	\$1,200.00
	Piano		\$60.00	\$100	\$200.00
	AV tech fee		\$20.00 per hour	\$35.00 per hour	\$300.00
	Tent permit for CC parking lot (per tent placed)		<b>NO CHARGE</b>	\$100	\$1,200.00
	AV package - Set up & breakdown of podium/microphone, Sound mixer, Clear-Com headsets, CD player, Stage lights & light board, stage monitors, up to 5 microphones.		<b>NO CHARGE</b>	\$200	\$1,000.00
	<i>CURRENT - Civic Center Rental Rate = \$0.65 (Sq. ft)</i>				

**\$33,325.00**

		CURRENT RATE	PROPOSED RATE	PROJECTED INCREASE
<b>PARK &amp; STREET</b>	Park / Street usage fee (4 hour max usage)	\$150.00	\$200.00	\$3,000.00
	Mandatory Cleaning Deposit	\$500 or \$1000	<b>NO CHANGE</b>	-
	Electricity	\$50.00	Omit	-
	Extra hours (after 4 hours)	\$75.00	<b>NO CHANGE</b>	-
	City Stage (includes setup & breakdown)	<b>NO CHARGE</b>	\$1,000.00	\$2,000.00
	Parade Permit Fee	\$2,500.00	\$3,500.00	\$3,000.00
	Barricades	<b>NO CHARGE</b>	\$23.00 per barricade	\$11,500.00
	Garbage Services	<b>NO CHARGE</b>	\$125.00	\$1,250.00
	Garbage Cans	<b>NO CHARGE</b>	\$25.00 each	\$2,500.00
	Street Sweeper	<b>NO CHARGE</b>	\$200.00 per hour	\$2,000.00
	Clean-up (6 staff @ 4hrs)	<b>NO CHARGE</b>	\$600.00	\$6,000.00

**PUBLIC AFFAIRS & COMMUNICATIONS COORDINATOR  
(ONLY NEW REQUESTED POSITION FOR DEPARTMENT)**

**REPORTS TO:**

Economic & Community Development Director

**KIND OF WORK:**

This work involves the coordination and dissemination of public information through a comprehensive public relations program strategy for the City of Fairhope.

**EXAMPLES OF WORK:**

Plans, promotes and maintains a viable public relations program, including contacts with all print and electronic news media; advises City leadership about media matters; prepares news releases and departmental position statements; arranges and coordinates news conferences; writes position statements and position papers for the Mayor and leadership team; publicizes governmental programs and achievements; arranges for radio and television programs to disseminate information regarding City activities and functions that are of interest to employees and the public; confers with department heads and others in planning, researching and gathering data for educational and informational projects; researches and prepares reports on special projects; performs related work as required.

Creates and distributes all press releases and organizes press conferences or interviews for City officials at the request of Mayor and/or supervisor.

Provides assistance to supervisor or other officials in order to help expedite processes.

Serves as spokesperson for the organization in response to media and public inquiries as defined by supervisor.

Updates and monitors social media accounts and websites in order to publicize the City.

Creates and implements all social media posts on behalf of the City.

Regularly updates City website with announcements, press releases and other public engagement outreach information.

Establishes and maintains cooperative relationships with public interest groups, such as the local media, including television, radio, and print, in order to promote cooperation and coordination between these groups and the City.

Provides disaster response outreach assistance when needed.

Ability to develop press releases, articles, speeches and special outreach materials as needed.

Photographs events using a 35mm digital camera or other devices to memorialize occasions.

**MINIMUM QUALIFICATION REQUIREMENTS:**

Attainment of a minimum of a bachelor's degree from a recognized college or university in journalism, communications or a closely related field, and a minimum of five years' responsible experience in public relations, communications and governmental affairs; or a combination of education and experience equivalent to these requirements.

**ESSENTIAL REQUIREMENTS OF THE WORK:**

Thorough knowledge of English usage and journalism; good knowledge of the principles, techniques and objectives of governmental affairs and public information/public relations; ability to direct and develop news stories, articles and speeches; ability to direct and present information, both orally and in writing; ability to meet and deal effectively with public officials, community groups, media and the general public; ability to meet assigned deadlines; ability to discuss problems and complaints tactfully, courteously and effectively; ability to translate complex and technical data into understandable terms for those unfamiliar with the subject matter; ability to establish and maintain effective working relationships with governmental officials, other employees and the general public.

**DISTINGUISHING FEATURES OF THE WORK:**

Responsible for developing and conducting public relations and public informational programs for the benefit of the City of Fairhope. Assignments are made in general terms as to desired results and the incumbent works with considerable initiative and independence under the general supervision of the Economic & Community Development Director.

**WORKING TEST PERIOD (WTP):**

SIX MONTHS

**TOURISM & EVENTS COORDINATOR**  
**(FORMALLY SPECIAL EVENTS COORDINATOR – CHANGE OF CURRENT ROLE ONLY)**

**REPORTS TO:**

**ECONOMIC & COMMUNITY DEVELOPMENT DIRECTOR**

**KIND OF WORK:**

This is responsible work in coordinating and producing special event activities, liaising with civic organizations and implementing tourism outreach strategies.

**EXAMPLES OF WORK:**

Coordinates and carries out the objectives and directions of the City of Fairhope; coordinates and produces agency sponsored and co-sponsored events as assigned; identifies and secures sponsors for special events and programs; acts as community resource and information source for events; assists in marketing and promoting programs and events; recruits and trains volunteers and participants; gathers information for seasonal calendar of events; assists in researching the needs, cost effectiveness and possible available resources for new events and festivals, as well as evaluating current events; researches services with outside sources; records and maintains statistical reports on events to track progress; implements outreach strategies for tourism initiatives; performs related work as required.

**MINIMUM QUALIFICATION REQUIREMENTS:**

Attainment of a minimum of a bachelor's degree from a recognized college or university in business administration, leisure services, marketing, public relations or a closely related field, and a minimum of 1 year of experience in special event activities, public relations or closely related area; or a combination of education and experience equivalent to these requirements.

**ESSENTIAL REQUIREMENTS OF THE WORK:**

Some knowledge of the principles, techniques and methods used in coordinating, managing and producing community events; ability to develop, coordinate and promote community events; ability to identify and secure sponsors for special events and programs; ability to coordinate service requests with a number of departments; ability to work with community organizations (including Chambers of Commerce, Downtown Merchants Association) to increase the effectiveness of existing events; ability to analyze events and organizations and make progress reports for written or oral presentation; ability to manage task force groups and committees for effective production of events; ability to establish and maintain effective working relationships with public officials, community organizations, volunteers and the general public.

**DISTINGUISHING FEATURES OF THE WORK:**

Responsible for coordinating special events and carrying out policies, objectives, functions and programs of the City. Work is performed in accordance with established guidelines and procedures under the general direction of Economic & Community Development Director.



Supervision may be exercised over clerical employees and volunteers as assigned. Some night and weekend work required.

**WORKING TEST PERIOD**

Six Months

**GMC**



# City of Fairhope

Utility Capacity Study Phase I

**GMC**

**PHASE I SCOPE**

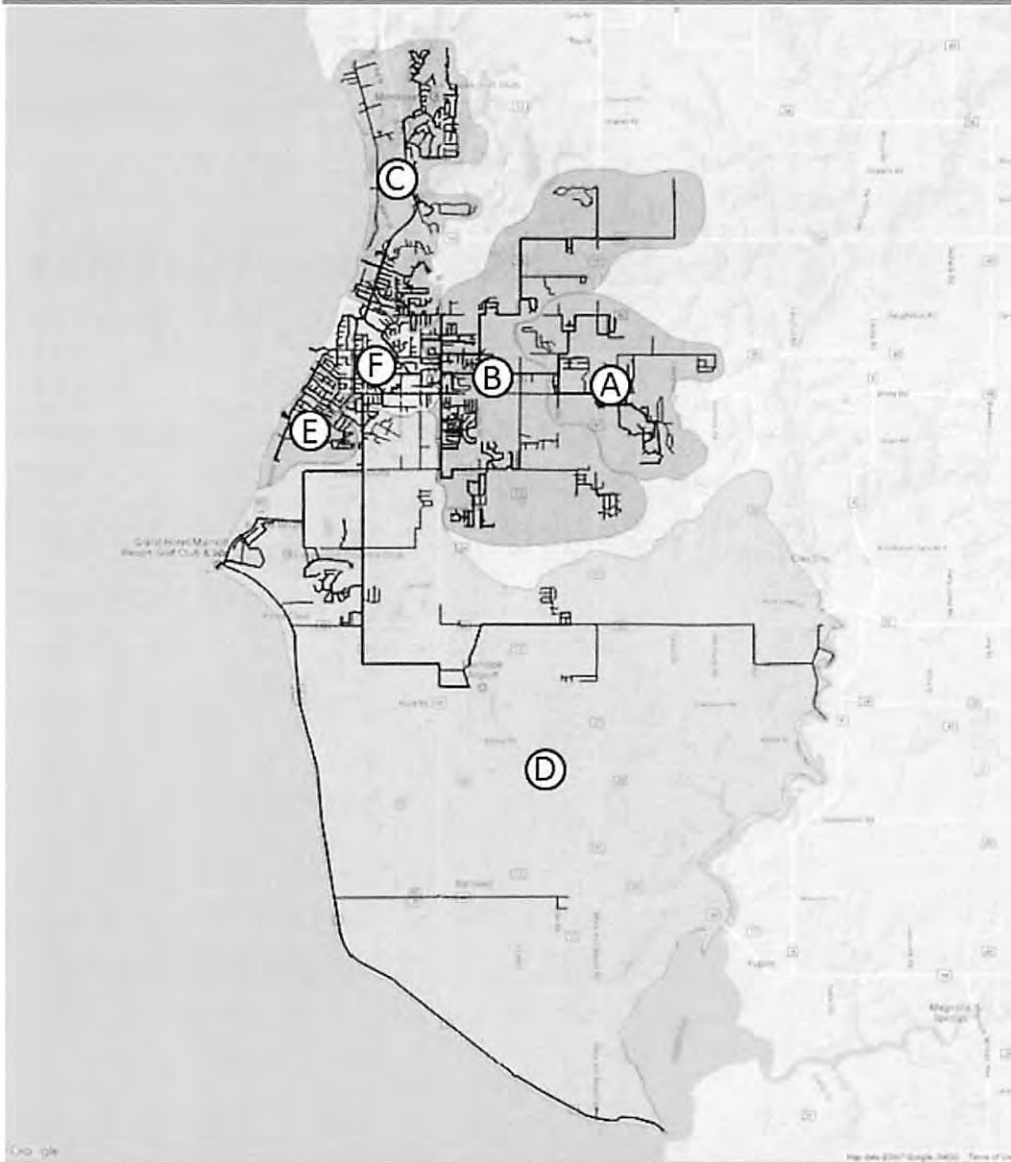
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- **Analyze the current condition of the major sanitary sewer basins with in the Fairhope Utilities System**

- **Assess the current loading on existing sanitary sewer infrastructure**
- **Determine the amount of growth the current infrastructure could handle**
- **If no capacity for growth is available in existing infrastructure we were to develop a capital plan to handle the future growth over the next 1,5 and 10 years.**

**GMC**

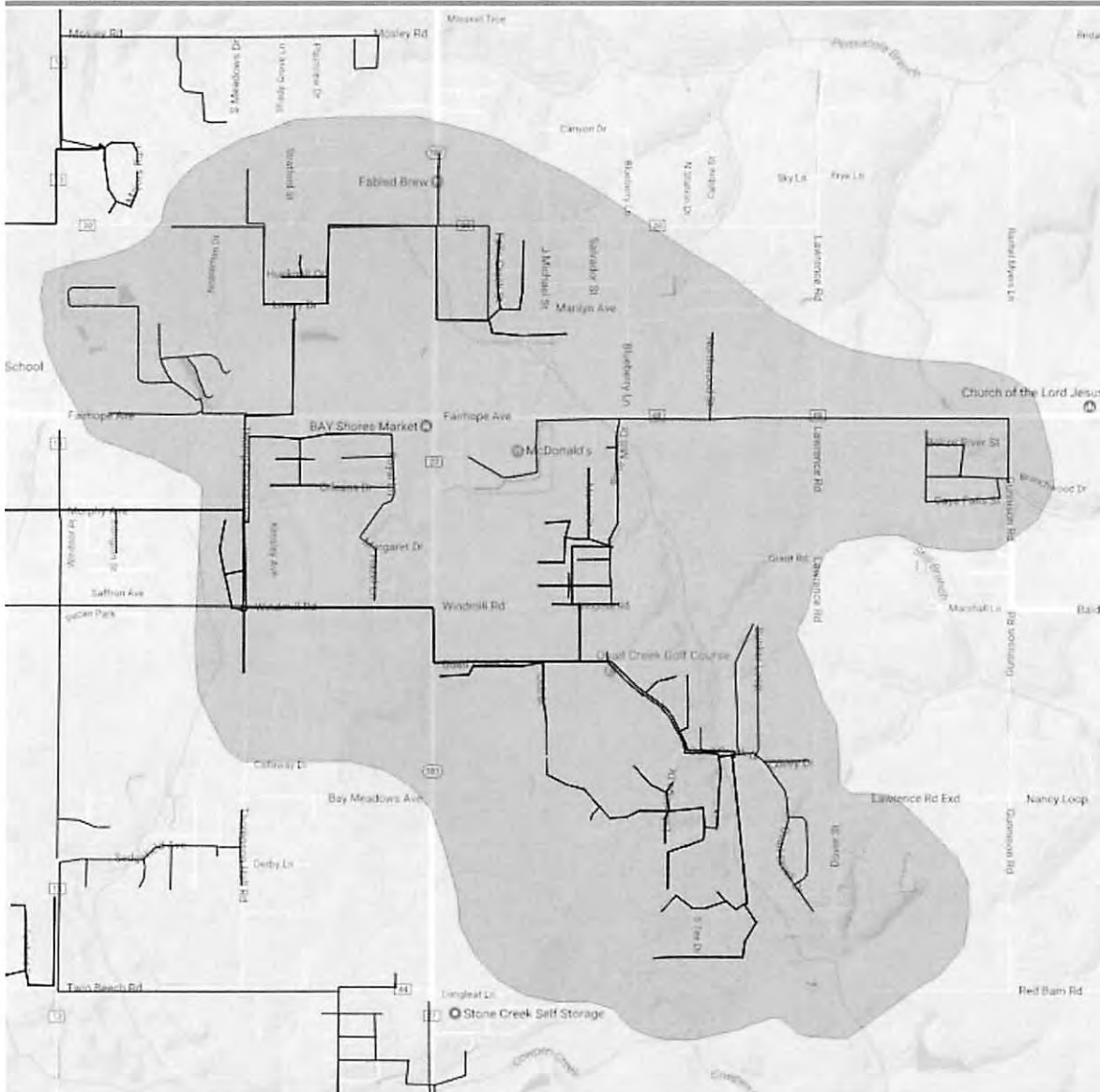
**SANITARY  
SEWER BASINS**



## MAJOR SANITARY SEWER BASINS

- A – THOMPSON HALL PS
- B – DOGHOUSE PS
- C – NORTH SECTION ST. PS
- D – SOUTH SECTION ST. PS
- E – N. MOBILE AT FELS PS
- F – WWTP BASIN

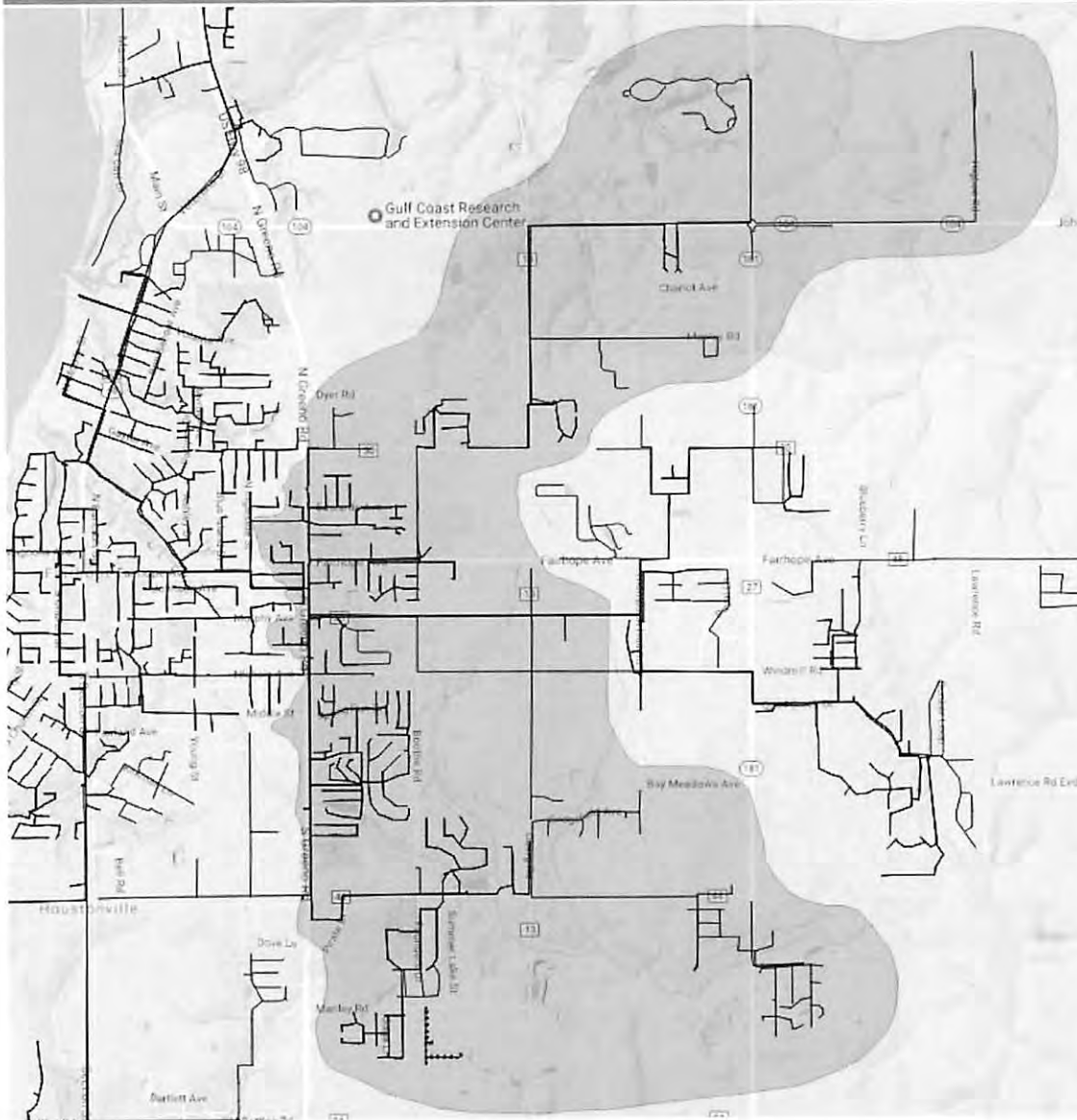
# THOMPSON HALL PUMP STATION



## KEY FACTS

- 4 square miles
- 2 Supplemental pumping stations
- 5 low pressure systems
- Pumps to Doghouse Station

# DOGHOUSE PUMP STATION



## KEY FACTS

- 9 square miles
- 3 Supplemental pumping stations
- 12 low pressure systems
- Pumps to 18" Gravity Line running down Fairhope Ave, Fairwood Blvd and Bayou Dr and on the WWTP



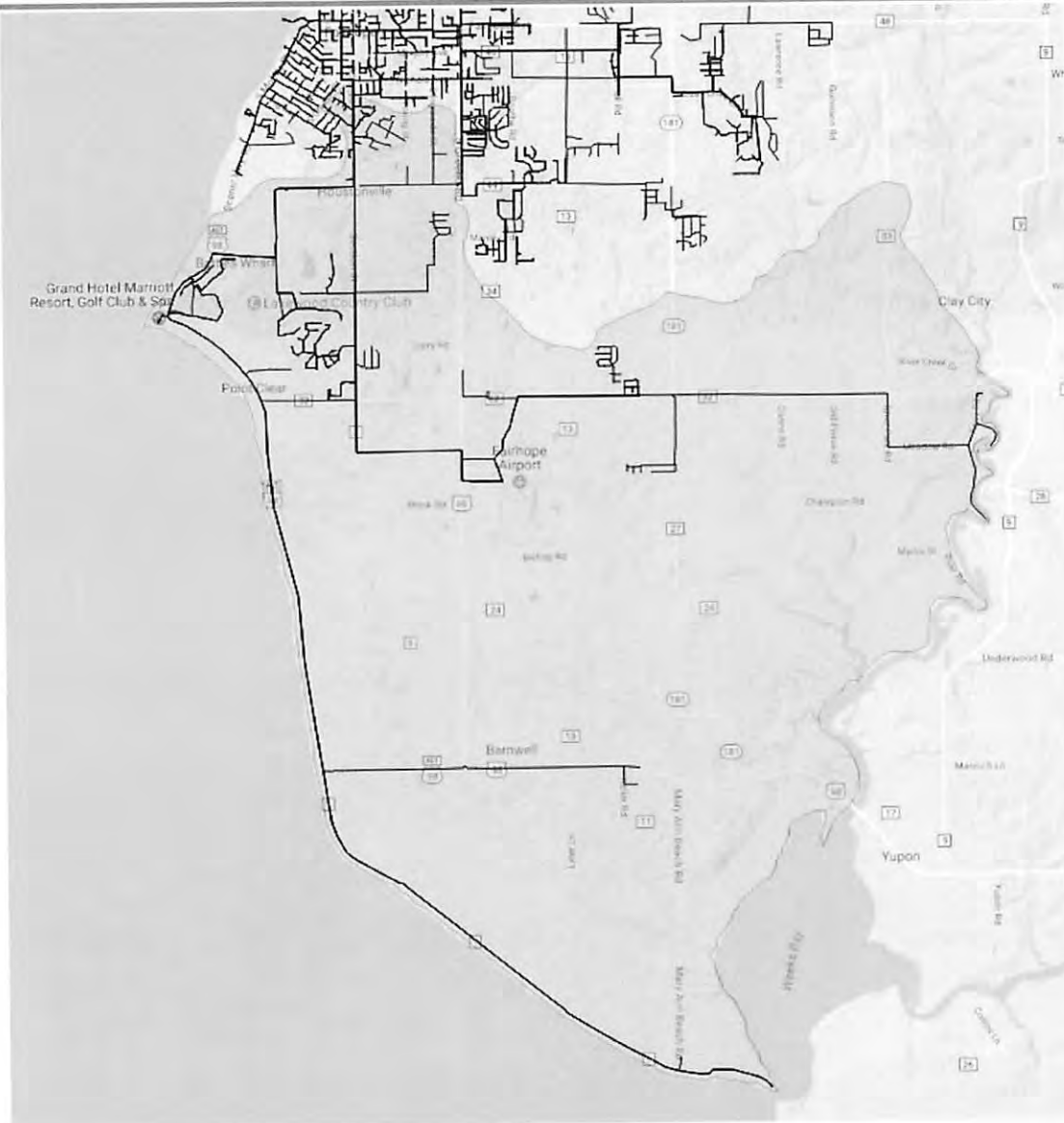
# NORTH SECTION ST. PUMP STATION



## KEY FACTS

- 5 square miles
- 6 Supplemental pumping stations
- 10 low pressure systems
- Pumps directly to the WWTP

# SOUTH SECTION ST. PUMP STATION



## KEY FACTS

- 41 square miles
- 12 Supplemental pumping stations
- 9 low pressure systems
- Pumps to a 12" gravity main that runs down Church St. directly to the WWTP

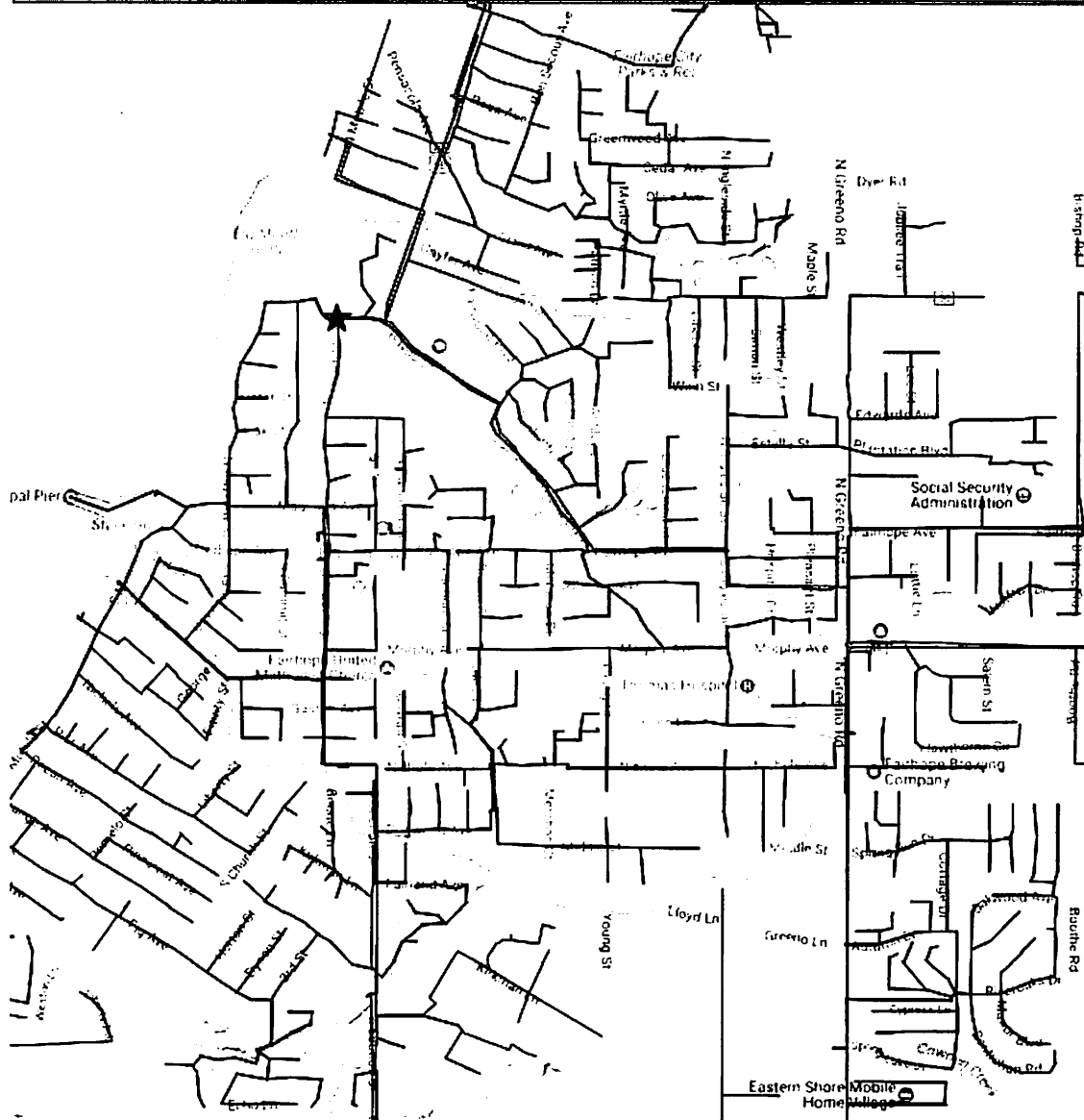
# FELS AVE @ MOBILE ST. PUMP STATION



## KEY FACTS

- 2.7 square miles
- 5 Supplemental pumping stations
- Pumps to a 12" gravity main that runs down Church St. directly to the WWTP

# WWTP BASIN



## KEY FACTS

- 1.6 square miles
- 3 Supplemental pumping stations
- Gravity flows to the WWTP

**GMC**

**CURRENT  
CONDITIONS**

## **DATA COLLECTION METHODS**

**GMC**

---

- **OBTAIN PUMP STATION INFORMATION FROM CITY STAFF**
  - PUMP SIZE AND PUMPING CAPACITY
  - FLOW DATA
  - SCADA INFORMATION
- **OBTAIN GIS DATA**
  - FORCE MAIN AND GRAVITY MAIN SIZE AND ROUTING
  - ROAD AND PARCEL LAYOUT

# TREATMENT SYSTEM



- 
- **CURRENT WASTEWATER TREATMENT PLANT**
    - CAPACITY TO TREAT 4.0 MGD
    - CURRENT LOADING IS 2.2 +/- MGD
    - UPGRADED IN 2015
    - DISCHARGES INTO MOBILE BAY APPROX 3200 LF OFF OF THE SHORELINE

# PUMP STATION AND FORCE MAIN CONDITIONS



- 3 OF 4 MAJOR LIFT STATIONS ARE LOADED BEYOND THEIR ADF CAPACITY. THESE ARE THOMPSON HALL, DOGHOUSE AND NORTH SECTION.
- SOUTH SECTION ST STATION WILL EXCEED ADF CAPACITY BY 2020 IF CURRENT GROWTH RATES AND PATTERNS CONTINUE

<b>MAIN PUMP STATIONS</b>	<b>DESIGN CAPACITY (gpm)</b>	<b>APPROX ADF CAPACITY (gpm)</b>	<b>CURRENT LOAD (gpm)</b>
SOUTH SECTION	650	325	273
NORTH SECTION	500	250	342
THOMPSON HALL	500	250	264
DOGHOUSE	800	400	633



# PUMP STATION AND FORCE MAIN CONDITIONS



- 2 MAJOR GRAVITY OUTFALLS AND THE 2 GRAVITY LINES THAT FEED THE DOGHOUSE STATION ARE BEYOND THEIR DESIGN CAPACITY.

<b>MAIN GRAVITY LINES</b>	<b>TOTAL CAPACITY (gpm)</b>	<b>DESIGN CAPACITY (gpm)</b>	<b>CURRENT LOAD (gpm)</b>
18" GRAVITY LINE FROM DOGHOUSE OUTFALL TO WWTP	2324	915	1650
12" GRAVITY LINE FROM SOUTH SECTION OUTFALL TO WWTP	1072	401	1150
8" GRAVITY LINE BEHIND WINN DIXIE	281	130	560
8" GRAVITY AT DOGHOUSE STATION	384	178	1910

**GMC**

**GROWTH  
PROJECTIONS**

# **BUILDING PERMITS**



- 
- **AVERAGE SINCE 2013 IS 316 SINGLE FAMILY BUILDING PERMITS ISSUED**
    - 268 IN 2013
    - 279 IN 2014
    - 353 IN 2015
    - 363 IN 2016

# **GROWTH PROJECTIONS**



- 
- **LOW GROWTH WILL AVERAGE 268 NEW HOMES PER YEAR**
  - **MEDIUM GROWTH WILL AVERAGE 316 NEW HOMES PER YEAR**
  - **HIGH GROWTH WILL AVERAGE 363 NEW HOMES PER YEAR**
  
  - **2018-2022**
    - **IT IS ANTICIPATED THAT MOST GROWTH WILL OCCUR IN THE SOUTH SECTION AND THOMPSON HALL BASINS (70%)**
  - **2023-2027**
    - **IT IS ANTICIPATED THAT MOST GROWTH WILL OCCUR IN THE SOUTH SECTION, DOGHOUSE AND THOMPSON HALL BASINS (95%)**

# GROTH PROJECTIONS



## AVERAGE GROWTH

PUMP STATION	CURRENT DESIGN CAPACITY (gpm)	ADF (gpm)	PDF (gpm)	ADF (gpm) 2022	PDF (gpm) 2022	ADF (gpm) 2027	PDF (gpm) 2027	PEAKING FACTOR (%)
SOUTH SECTION	650	196	273	292	407	388	540	1.39
NORTH SECTION	500	231	342	272	403	287	425	1.48
THOMPSON HALL	500	200	264	296	391	351	463	1.32
DOGHOUSE	800	500	633	637	806	802	1015	1.27

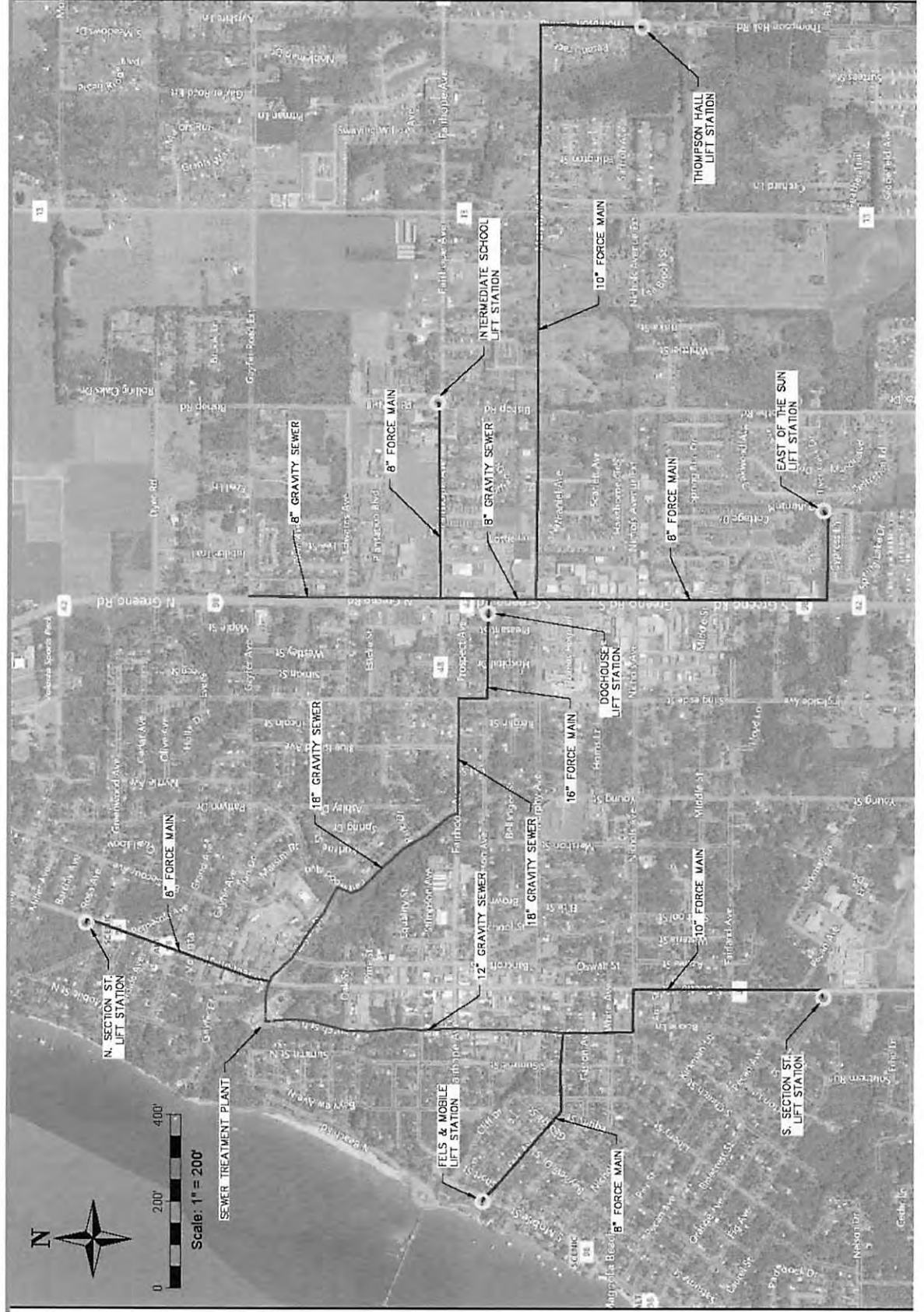
## HIGH GROWTH

PUMP STATION	CURRENT DESIGN CAPACITY (gpm)	ADF (gpm)	PDF (gpm)	ADF (gpm) 2022	PDF (gpm) 2022	ADF (gpm) 2027	PDF (gpm) 2027	PEAKING FACTOR (%)
SOUTH SECTION	650	196	273	306	426	416	579	1.39
NORTH SECTION	500	231	342	278	412	293	434	1.48
THOMPSON HALL	500	200	264	210	277	273	360	1.32
DOGHOUSE	800	500	633	658	833	847	1072	1.27

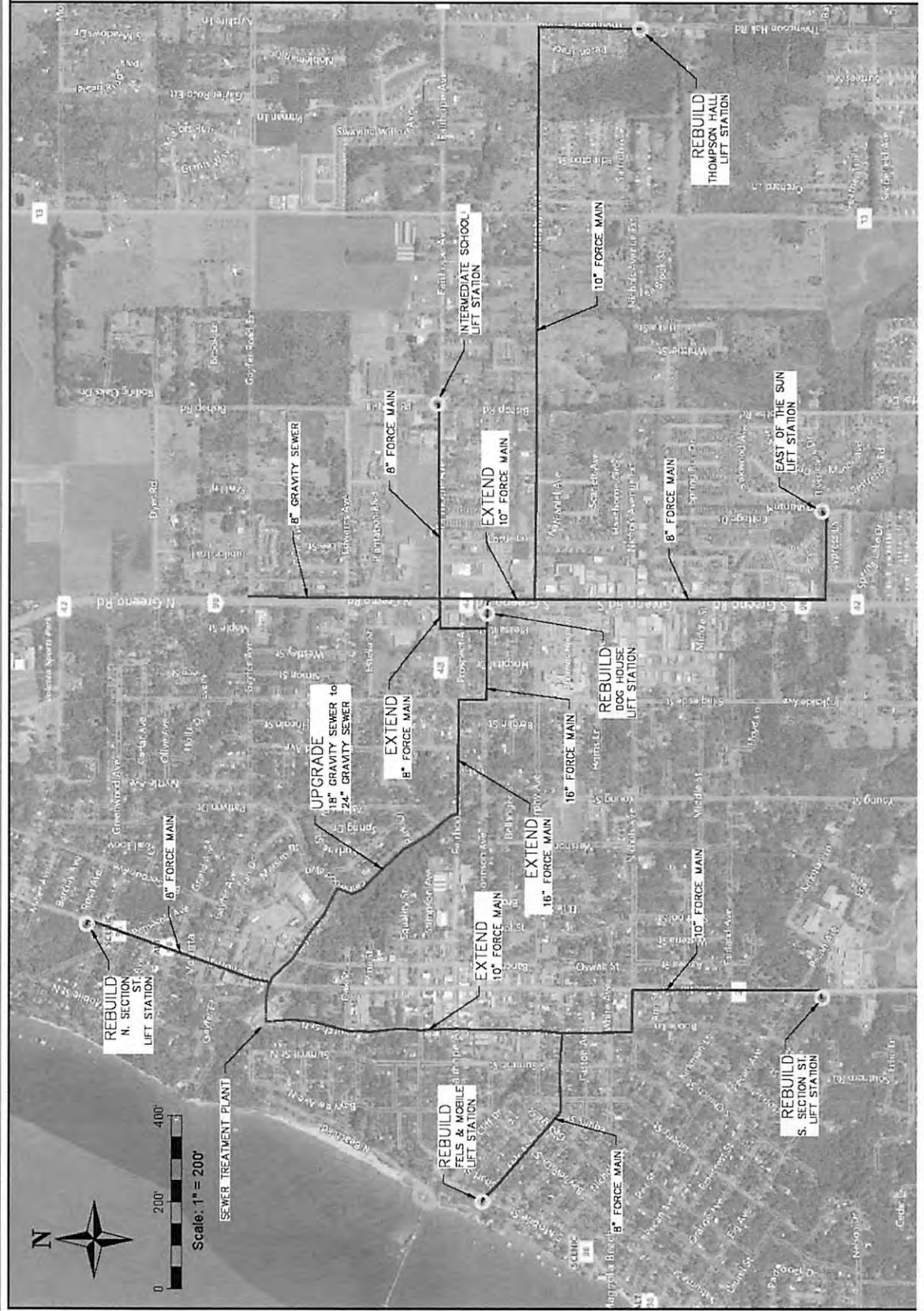
**GMC**

**RECOMMENDATIONS**

# EXISTING CONDITIONS

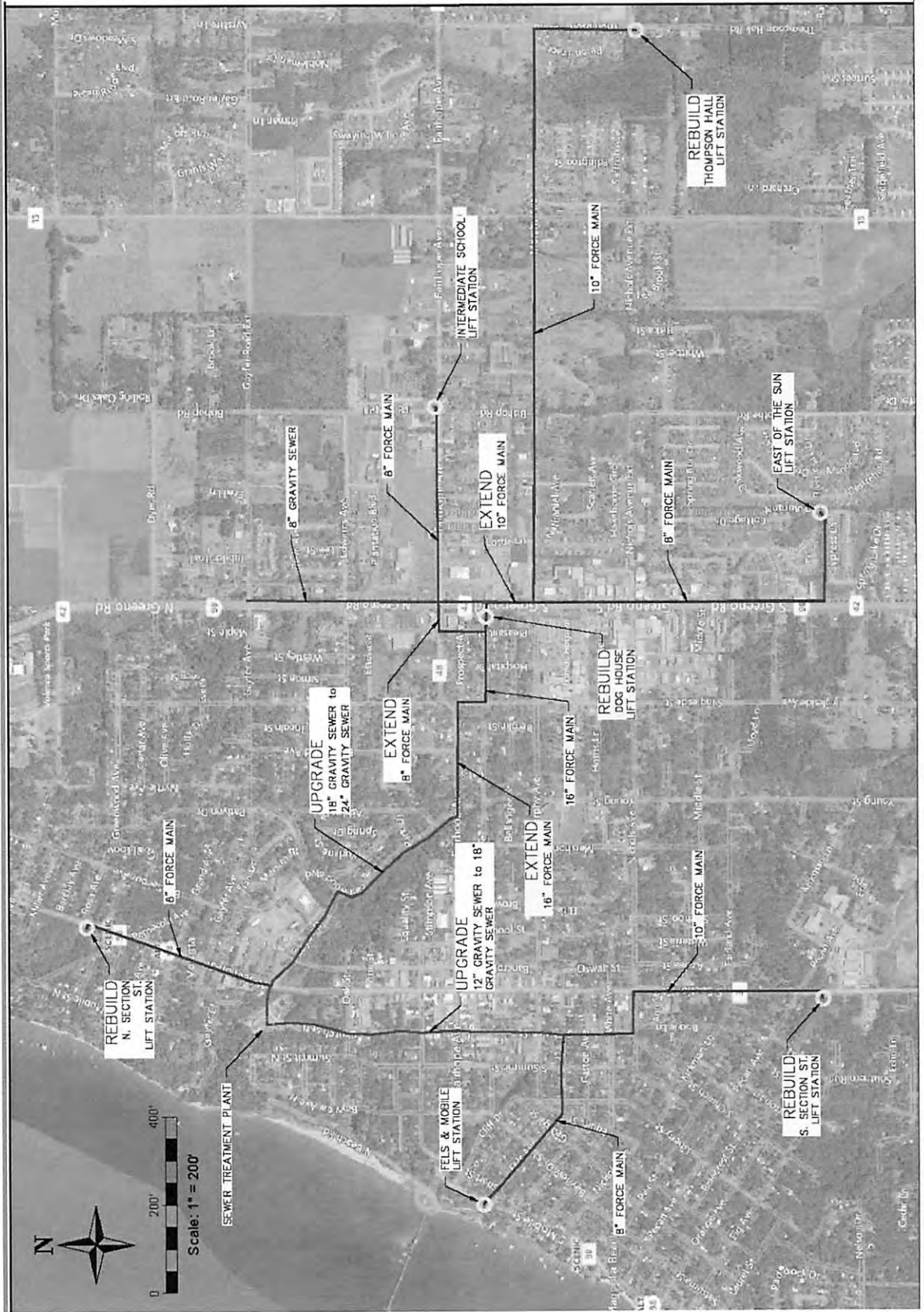


# OPTION 1





# OPTION 2



# OPTION 3

# GMC



# CIPP PROGRAM



- 
- WHAT IS CIPP? CIPP STANDS FOR CURED IN-PLACE PIPE.
  - A SOLID LINER IS PLACED IN THE EXISTING SS MAIN AND IS MECHANICALLY BONDED TO THE EXISTING SANITARY SEWER PIPE.
  - NO DIGGING IS REQUIRED UNLESS MAJOR PIPE DEFENCIES ARE FOUND THAT MUST BE REPAIRED PRIOR TO THE LINER BEING INSTALLED.
  - MANHOLES ARE TYPICALLY LINED TO PREVENT WATER INTRUSION ALSO.

# CIPP PROGRAM



- 
- FAIRHOPE HAS APPROXIMATELY 90 MILES OF GRAVITY SEWER MAINS THAT HAVE NEVER BEEN VISUALLY INSPECTED WITH A CAMERA.
  - IT IS ESTIMATED THAT APPROXIMATELY 60 MILES OF THIS PIPE IS CLAY PIPE.
  - IT IS RECOMMENDED THAT ALL OF THIS PIPE BE INSPECTED AND LINED.
  - BY LINING THE IN-PCAE CLAY PIPE YOU ARE HELPING TO STOP GROUNDWATER FROM ENTERING THE SYSTEM.
  - TYPICALLY THIS CAN BE ACCOMPLISHED AT A COST OF \$315,000/MILE. TO INSPECT AND LINE ALL 60 MILES OF PIPE IN THE SYSTEM IT WOULD COST APPROXIMATELY \$19,000,000

**GMC**



**Q&A**

STATE OF ALABAMA            )  
                                          :  
COUNTY OF BALDWIN        )(

The City Council met in an Agenda Meeting at 5:30 p.m.,  
Fairhope Municipal Complex Council Chamber,  
161 North Section Street, Fairhope, Alabama 36532,  
on Monday, 28 August 2017.

Present were Council President Jack Burrell, Councilmembers: Jay Robinson,  
Jimmy Conyers, Robert Brown, and Kevin Boone, Mayor Karin Wilson, City Attorney  
Marion E. Wynne, and City Clerk Lisa A. Hanks.

Due to the Work Session Agenda Items needing more time for an extensive  
discussion, the Agenda Meeting was not held.

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk

ORDINANCE NO. \_\_\_\_\_

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

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

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

**Add the following to:**

**VI. Employee Benefits**

**Section 6.01. Health Insurance Benefits**

Current Employees – No change to employee monthly contribution for Single and Family coverage, which is currently \$0, and will remain so for FY2018. See proposed contract labeled “Option I” for specific deductibles, copays, and benefits covered.

Current Retirees – No change to the current retiree monthly contribution **percentage** for FY2018, for Single and Family coverage. See proposed contract labeled “Option I” for specific deductibles, copays, and benefits covered.

**All employees hired on or after October 1, 2017**, who choose to be covered under the City’s health plan, may choose from two options:

1. Choose “Option I”, which is the same health plan as current employees. Employee monthly contributions for Single and Family coverage (for all employees hired on or after October 1, 2017) for the “Option I” Plan will be:

Single \$ 75.00  
Family \$275.00

2. Choose “Option II”, which is an 80/20 Plan. See proposed contract labeled “Option II” for specific deductibles, copays, and benefits covered. Employee monthly contributions for Single and Family coverage for the “Option II” – 80/20 Plan will be:

Single \$0  
Family \$0

The City Council has the option to review the “single” and “family” employee contributions on an annual basis.

The Balance of Section 6.01 remain as written, published and codified.

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

Section 3. This ordinance shall take effect October 1, 2017 and after the date of its approval by the City Council of Fairhope and publication as required by law.

Adopted this 11th Day of September, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

**RESOLUTION NO. \_\_\_\_\_**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** that the City Council hereby approves the FY 2018 renewal of the contract with Blue Cross Blue Shield of Alabama to be the third-party administrator of the City's self-insured health insurance health plan and to approve changes to the health plan.

**BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** that Mayor Karin Wilson is hereby authorized to execute the FY 2018 renewal of the contract with Blue Cross Blue Shield of Alabama to be the third-party administrator of the City's self-insured health insurance health plan; and in the event the Mayor refuses the Council President is authorized to execute.

DULY ADPOTED ON THIS 11TH DAY OF SEPTEMBER, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

or

\_\_\_\_\_  
Jack Burrell, City Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk



City of Fairhope  
Blue Cross Blue Shield Self-Insured PPO Proposed Renewal

Medical Care	CITY OF FAIRHOPE FY17 BCBS PPO	
Name of Medical Network	BCBSAL Network: PPO	
	In-Network	Out-of-Network
<b>Routine Services</b>		
PCP Office Visit	\$35	Ded. + 20% Coins.
Specialist Office Visit	\$50	Ded. + 20% Coins.
Preventive Care (as outlined by the U.S. Task Force guidelines)	Plan pays 100%; deductible waived	Ded. + 20% Coins.
Maternity/Pre-Natal Care	Ded.	Ded. + 20% Coins.
Primary Care Physician Election Required	No	N/A
<b>Annual Deductible</b>		
Per Individual	\$300	
Maximum Per Family	\$900	
Deductible: Calendar Year or Plan Year	Calendar Year	
<b>Coinsurance</b>		
Employer Coinsurance	100%	80%
<b>Annual Out-of-Pocket Maximum</b>		
Individual	\$6,350	
Family	\$12,700	
<b>Lifetime Maximum</b>	Unlimited	
<b>Emergency Care</b>		
Emergency Room	\$300 Copay (Per Admit)	\$500 Copay (Per Admit) + 20% Coins.
Emergency Room Physician	\$50	\$50
<b>Hospital Services - Inpatient</b>		
Inpatient Hospital	\$300 Copay (Per Admit)	\$500 Copay (Per Admit) + 20% Coins.
Physician Services	Ded/Coins	Ded/Coins
Inpatient X-Ray and Lab Tests	Ded/Coins	Ded/Coins
<b>Hospital Services - Outpatient</b>		
Facility	100% allowable charges after \$300 Copay	Ded. + 20% Coins.
Physician Services	Ded/Coins	Ded/Coins
Outpatient X-Ray and Lab Tests	Ded/Coins	Ded/Coins
MRI, CT, PET scans	Ded/Coins	Ded/Coins
<b>Therapy Services</b>		
Occupational, Physical, and Speech Therapy	Ded/Coins	Ded/Coins
Chiropractic Care	Ded/Coins	Ded/Coins
<b>Mental Health/Substance Abuse</b>		
Inpatient Services -	No Charge - EPS	Ded. + 20% Coins.
Outpatient Services	No Charge - EPS	Ded. + 20% Coins.
<b>Prescription Drugs - Retail Pharmacy</b>		
Deductible	None	Not Covered
Generic Drugs	\$15	Not Covered
Preferred Brand Drugs	\$55	Not Covered
Non-Preferred Brand Drugs	\$100	Not Covered
Specialty Drugs	\$100	Not Covered
Number of Days Supply	30 Days	Not Covered
<b>Prescription Drugs - Mail Order</b>		
Deductible	None	Not Covered
Generic Drugs	\$30	Not Covered
Preferred Brand Drugs	\$110	Not Covered
Non-Preferred Brand Drugs	\$200	Not Covered
Specialty Drugs	Not covered	Not Covered
Number of Days Supply	60 Days	Not Covered
Multi-Source Brand Penalty	No	
<b>Employee Premiums</b>		
	Single	\$0.00
	Family	\$0.00

CITY OF FAIRHOPE FY18 PROPOSED PPO (Current EE's Don't Pay - New EE's Pay) - OPTION 1		CITY OF FAIRHOPE FY18 PROPOSED 80/20 PLAN - NEW EE's Don't Pay OPTION 2	
BCBSAL Network: PPO		BCBSAL 80/20	
In-Network	Out-of-Network	In-Network	Out-of-Network
\$35	Ded. + 20% Coins.	\$35	Ded. + 40%/50% Coins.
\$50	Ded. + 20% Coins.	\$50	Ded. + 40%/50% Coins.
Plan pays 100%; deductible waived	Ded. + 20% Coins.	Plan pays 100%; deductible waived	Not Covered
Ded.	Ded. + 20% Coins.	Ded. + 20% Coins.	Ded. + 40%/50% Coins.
No	N/A	No	N/A
\$300		\$1,500	\$3,000
\$900		\$3,000	\$6,000
Calendar Year		Calendar Year	
100%	80%	80%	60%
\$2,000		\$4,000	No maximum
\$4,000		\$8,000	No maximum
Unlimited		Unlimited	
\$300 Copay (Per Admit)	\$500 Copay (Per Admit) + 20% Coins.	Ded. + 20% Coins.	Ded. + 20% Coins.
\$50	\$50	\$50	\$50
\$300 Copay (Per Admit)	\$500 Copay (Per Admit) + 20% Coins.	Ded. + 20% Coins.	Ded. + 40% Coins.
Ded/Coins	Ded/Coins	Ded. + 20% Coins.	Ded. + 40%/50% Coins.
Ded/Coins	Ded/Coins	Ded. + 20% Coins.	Ded. + 40%/50% Coins.
100% allowable charges after \$300 Copay	Ded. + 20% Coins.	Ded. + 20% Coins.	Ded. + 40% Coins.
Ded/Coins	Ded/Coins	Ded. + 20% Coins.	Ded. + 40% Coins.
Ded/Coins	Ded/Coins	Ded. + 20% Coins.	Ded. + 40% Coins.
Ded/Coins	Ded/Coins	Ded. + 20% Coins.	Ded. + 40% Coins.
Ded/Coins	Ded/Coins	Ded. + 20% Coins.	Ded. + 40% Coins.
Ded/Coins	Ded/Coins	Ded. + 20% Coins.	Ded. + 40% Coins.
No Charge - EPS	Ded. + 20% Coins.	No Charge - EPS	No Charge - EPS
No Charge - EPS	Ded. + 20% Coins.	No Charge - EPS	No Charge - EPS
None	Not Covered	None	Not Covered
\$15	Not Covered	\$15	Not Covered
\$55	Not Covered	\$55	Not Covered
\$100	Not Covered	\$100	Not Covered
\$100	Not Covered	\$100	Not Covered
30 Days	Not Covered	30 Days	Not Covered
None	Not Covered	None	Not Covered
\$30	Not Covered	\$30	Not Covered
\$110	Not Covered	\$110	Not Covered
\$200	Not Covered	\$200	Not Covered
Not covered	Not Covered	Not covered	Not Covered
60 Days	Not Covered	60 days	Not Covered
No		No	
<b>New EE's Monthly Prem:</b>		<b>New EE's Monthly Prem = \$0</b>	
Single	\$75.00	Single	\$0.00
Family	\$275.00	Family	\$0.00

**City of Fairhope  
Proposed BlueCard<sup>®</sup> PPO  
Option I**

Effective October 1, 2017

**City of Fairhope  
Proposed BlueCard® PPO  
Effective October 1, 2017**

BENEFIT	IN-NETWORK	OUT-OF-NETWORK
<p><i>Benefit payments are based on the amount of the provider's charge that Blue Cross and Blue Shield recognizes for payment of benefits. The allowed amount may vary depending upon the type provider and where services are received. Some services require a copay, coinsurance, calendar year deductible or deductible for each admission, visit or service.</i></p>		
<b>INPATIENT HOSPITAL AND PHYSICIAN BENEFITS</b>		
(Includes Mental Health Disorders and Substance Abuse)		
<p><b>Precertification is required for inpatient admissions (except medical emergency services and maternity); notification within 48 hours for medical emergencies. Generally, if precertification is not obtained, no benefits are available. Call 1-800-248-2342 (toll-free) for precertification.</b></p>		
<b>Inpatient Hospital</b>	Covered at 100% of the allowed amount after \$300 hospital copay per admission	Covered at 80% of the allowed amount after \$500 per admission deductible <b>Note:</b> In Alabama, available only for accidental injury
<b>Inpatient Physician Visits and Consultations</b>	Covered at 100% of the allowed amount subject to calendar year deductible  <b>Mental Health Disorders and Substance Abuse Services</b> covered at 100% of the allowed amount not subject to calendar year deductible	Covered at 80% of the allowed amount subject to calendar year deductible; in Alabama covered at 50% of the allowed amount subject to calendar year deductible  <b>Mental Health Disorders and Substance Abuse Services</b> covered at 80% of the allowed amount not subject to calendar year deductible
<b>OUTPATIENT HOSPITAL BENEFITS</b>		
(Includes Mental Health Disorders and Substance Abuse)		
<p><b>Precertification is required for some outpatient hospital benefits and physician-administered drugs; please see your benefit booklet. If precertification is not obtained, no benefits are available.</b></p>		
<b>Outpatient Surgery (Including Ambulatory Surgical Centers)</b>	Covered at 100% of the allowed amount after \$300 hospital copay	Covered at 80% of the allowed amount subject to calendar year deductible; in Alabama, not covered
<b>Emergency Room (Medical Emergency)</b>	Covered at 100% of the allowed amount after \$300 hospital copay	Covered at 100% of the allowed amount after \$300 hospital copay and subject to calendar year deductible  <b>Mental Health Disorders and Substance Abuse Services</b> covered at 100% of the allowed amount after \$200 hospital copay
<b>Emergency Room (Accident)</b> <b>Note:</b> If you have a medical emergency as defined by the plan after 72 hours of an accident, refer to <b>Emergency Room (Medical Emergency)</b> above.	Covered at 100% of the allowed amount; no copay or deductible	Covered at 100% of the allowed amount; no copay or deductible for services within 72 hours, thereafter and when not a medical emergency as defined by the plan, 80% of the allowed amount subject to calendar year deductible
<b>Emergency Room Physician</b>	Covered at 100% of the allowed amount after \$50 physician copay	Covered at 100% of the allowed amount after \$50 physician copay and subject to calendar year deductible  <b>Mental Health Disorders and Substance Abuse Services</b> covered at 100% of the allowed amount after \$50 physician copay
<b>Outpatient Diagnostic Lab, X-ray, Pathology, Dialysis, IV Therapy, Chemotherapy &amp; Radiation Therapy</b>	Covered at 100% of the allowed amount subject to calendar year deductible	Covered at 80% of the allowed amount subject to calendar year deductible; in Alabama, not covered
<b>Intensive Outpatient Services and Partial Hospitalization for Mental Health Disorders and Substance Abuse Services</b>	Covered at 100% of the allowed amount after \$50 daily hospital copay	Covered at 80% of the allowed amount subject to calendar year deductible; in Alabama, not covered
<b>PHYSICIAN BENEFITS</b>		
(Includes Mental Health Disorders and Substance Abuse)		
<p><b>Precertification is required for some physician benefits and physician-administered drugs; please see your benefit booklet. If precertification is not obtained, no benefits are available.</b></p>		
<b>Office Visits &amp; In-Person Consultations</b>	Covered at 100% of the allowed amount after \$35 primary physician copay or \$50 specialist copay	Covered at 80% of the allowed amount subject to calendar year deductible
<b>Surgery &amp; Anesthesia</b>	Covered at 100% of the allowed amount subject to calendar year deductible	Covered at 80% of the allowed amount subject to calendar year deductible

BENEFIT	IN-NETWORK	OUT-OF-NETWORK
<b>Maternity Care</b>	Covered at 100% of the allowed amount subject to calendar year deductible	Covered at 80% of the allowed amount subject to calendar year deductible
<b>Diagnostic Lab, X-ray, Pathology, Dialysis, IV Therapy, Chemotherapy &amp; Radiation Therapy</b>	Covered at 100% of the allowed amount subject to calendar year deductible	Covered at 80% of the allowed amount subject to calendar year deductible
<b>Note: In Alabama, Out-of-Network physician services covered at 50% of the allowed amount subject to calendar year deductible</b>		
<b>PREVENTIVE CARE BENEFITS</b>		
<b>Routine Immunizations and Preventive Services</b> <ul style="list-style-type: none"> <li>• See <a href="http://AlabamaBlue.com/preventiveservices">AlabamaBlue.com/preventiveservices</a> for a listing of the specific immunizations and preventive services or call our Customer Service Department for a printed copy</li> <li>• Certain immunizations may also be obtained through the Pharmacy Vaccine Network. See <a href="http://AlabamaBlue.com/pharmacy">AlabamaBlue.com/pharmacy</a> for more information.</li> </ul>	Covered at 100% of the allowed amount; no copay or deductible	Not covered
<b>Note: In some cases, office visit copays or facility copays may apply. Blue Cross and Blue Shield of Alabama will process these claims as required by Section 1557 of the Affordable Care Act.</b>		
<b>PRESCRIPTION DRUG BENEFITS (Includes Mental Health Disorders and Substance Abuse)</b>		
<b>Prescription Drug Card</b> <ul style="list-style-type: none"> <li>• The pharmacy network for the plan is the <b>Prime Participating Pharmacy Network</b></li> <li>• Non-maintenance – up to 30-day supply at retail</li> <li>• Maintenance List Drugs - up to a 60-day supply with one copay</li> <li>• Some copays combined for diabetic supplies</li> <li>• Tier 4 (specialty) drugs can be dispensed for up to a 30-day supply. The only in-network pharmacy for some Tier 4 (specialty) drugs is the <b>Prime Therapeutics Specialty Pharmacy™</b> network. Go to <a href="http://AlabamaBlue.com/web/pharmacy/drugguide.html">AlabamaBlue.com/web/pharmacy/drugguide.html</a> for a list of these Tier 4 (specialty) drugs.</li> <li>• View the <b>Standard Prescription Drug</b> list that applies to the plan at <a href="http://AlabamaBlue.com/web/pharmacy/drugguide.html">AlabamaBlue.com/web/pharmacy/drugguide.html</a></li> </ul>	Covered at 100% of the allowed amount subject to the following copays: <b>Tier 1 drugs:</b> \$15 copay per prescription <b>Tier 2 drugs:</b> \$55 copay per prescription <b>Tier 3 drugs:</b> \$100 copay per prescription <b>Tier 4 (specialty) drugs:</b> \$100 copay per prescription	Not covered
<b>Mail Order Pharmacy Benefits</b> <ul style="list-style-type: none"> <li>• Up to 90-day supply with one copay</li> <li>• Mail Order drugs are available through PrimeMail® (Enroll online at <a href="http://AlabamaBlue.com">AlabamaBlue.com</a> or call 1-800-391-1886)</li> <li>• Maintenance and Non-Maintenance drugs can be purchased through mail order pharmacy</li> <li>• Specialty Drugs are not available through mail order</li> </ul>	<b>Tier 1 drugs:</b> \$30 copay per prescription <b>Tier 2 drugs:</b> \$110 copay per prescription <b>Tier 3 drugs:</b> \$200 copay per prescription	Not covered

BENEFIT	IN-NETWORK	OUT-OF-NETWORK
<b>SUMMARY OF COST SHARING PROVISIONS</b> (Includes Mental Health Disorders and Substance Abuse)		
<b>Calendar Year Deductible</b>	\$300 individual; \$900 family  4 <sup>th</sup> Quarter Carryover Deductible: Any covered expenses incurred in the last 3 months of any benefit period which have been allocated toward all or a portion of the Calendar Year Deductible for that year may also be allocated toward next years Calendar Year Deductible.	
<b>Calendar Year Out-of- Pocket Maximum</b>	\$2,000 individual; \$4,000 family  All deductibles, copays and coinsurance for in-network services and all deductibles, copays and coinsurance for out-of-network mental health disorders/substance abuse emergency services apply to the out-of-pocket maximum.  Coinsurance for out-of-network Home Health, Hospice, and Other Covered Services (excluding occupational therapy, physical therapy, speech therapy and DME in Alabama) applies to the out-of-pocket maximum.  After you reach Calendar Year Out-of-Pocket Maximum, applicable expenses covered at 100% of the allowed amount for remainder of calendar year.	
<b>BENEFITS FOR OTHER COVERED SERVICES</b> (Includes Mental Health Disorders and Substance Abuse)		
Precertification is required for some other covered services; please see your benefit booklet. If precertification is not obtained, no benefits are available.		
<b>Allergy Testing &amp; Treatment</b>	Covered at 80% of the allowed amount subject to calendar year deductible	Covered at 80% of the allowed amount subject to calendar year deductible
<b>Ambulance Service</b>	Covered at 80% of the allowed amount subject to calendar year deductible	Covered at 80% of the allowed amount subject to calendar year deductible
<b>Chiropractic Services</b>	Covered at 80% of the allowed amount subject to calendar year deductible	Covered at 80% of the allowed amount subject to calendar year deductible
<b>Durable Medical Equipment (DME)</b>	Covered at 80% of the allowed amount subject to calendar year deductible	Covered at 80% of the allowed amount subject to calendar year deductible; in Alabama, covered at 50% of the allowed amount subject to calendar year deductible
<b>Rehabilitative Occupational, Physical and Speech Therapy</b> Occupational, physical and speech therapy limited to combined maximum of 30 visits per calendar year	Covered at 80% of the allowed amount subject to calendar year deductible	Covered at 80% of the allowed amount subject to calendar year deductible; in Alabama, covered at 50% of the allowed amount subject to calendar year deductible
<b>Habilitative Occupational, Physical and Speech Therapy</b> Occupational, physical and speech therapy limited to combined maximum of 30 visits per calendar year	Covered at 80% of the allowed amount subject to calendar year deductible	Covered at 80% of the allowed amount subject to calendar year deductible; in Alabama, covered at 50% of the allowed amount subject to calendar year deductible
<b>Applied Behavioral Analysis (ABA) Therapy</b> Limited to ages 0-18, for autism spectrum disorders	Covered at 80% of the allowed amount subject to calendar year deductible	Covered at 80% of the allowed amount subject to calendar year deductible; in Alabama, covered at 50% of the allowed amount subject to calendar year deductible
<b>Home Health and Hospice</b>	Covered at 100% of the allowed amount; no copay or deductible	Covered at 80% of the allowed amount subject to calendar year deductible; in Alabama, not covered
<b>EXPANDED PSYCHIATRIC SERVICES (EPS)</b>		
<b>Expanded Psychiatric Services (EPS)</b> • EPS network available throughout Alabama and in Meridian, Mississippi and Northwest Florida. • To find an EPS provider call Customer Service at 1-800-292-8868 or search the online provider finder on our website <a href="http://AlabamaBlue.com">AlabamaBlue.com</a>	When care is received or coordinated by an EPS provider, the following mental health and substance abuse benefits are available:  Covered at 100% of the allowed amount; no copay or deductible <b>Inpatient:</b> Includes hospital, physician and therapy expenses <b>Outpatient:</b> Includes office visits, therapy, counseling and testing  When care is not received or coordinated by an EPS provider, the mental health and substance abuse benefits available will mirror all other categories of this matrix.	
<b>HEALTH MANAGEMENT BENEFITS</b> (Includes Mental Health Disorders and Substance Abuse)		
<b>Individual Case Management</b>	Coordinates care in event of catastrophic or lengthy illness or injury; For more information, please call 1-800-821-7231.	
<b>Disease Management</b>	Coordinates care for chronic conditions such as asthma, diabetes, coronary artery disease, congestive heart failure and chronic obstructive pulmonary disease.	

BENEFIT	IN-NETWORK	OUT-OF-NETWORK
Baby Yourself <sup>SM</sup>	A maternity program; For more information, please call 1-800-222-4379. You can also enroll online at <a href="http://AlabamaBlue.com">AlabamaBlue.com</a> .	
Contraceptive Management	Covers prescription contraceptives, which include: birth control pills, injectables, diaphragms, IUDs and other non-experimental FDA approved contraceptives; subject to applicable deductibles, copays and coinsurance.	
Air Medical Services	Air ambulance service to a hospital near home if hospitalized while traveling more than 150 miles from home; to arrange transportation, call AirMed at 1-877-872-8624.	

**Useful Information to Maximize Benefits**

- *To maximize your benefits, always use in-network providers for services covered by your health benefit plan. To find in-network providers, check a provider directory, provider finder website ([AlabamaBlue.com](http://AlabamaBlue.com)) or call 1-800-810-BLUE (2583).*
- *In-network hospitals, physicians and other healthcare providers have a contract with Blue Cross and Blue Shield of Alabama or another Blue Cross and/or Blue Shield Plan for furnishing healthcare services at a reduced price (examples: BlueCard<sup>SM</sup> PPO, PMD, Preferred Care). In-network pharmacies are pharmacies that participate with Blue Cross and Blue Shield of Alabama or its Pharmacy Benefit Manager(s). Sometimes an in-network provider may furnish a service to you that is not covered under the contract between the provider and a Blue Cross and/or Blue Shield Plan. When this happens, benefits may be denied or reduced. Please refer to your benefit booklet for the type of provider network that we determine to be an in-network provider for a particular service or supply.*
- *Out-of-network providers generally do not contract with Blue Cross and Blue Shield of Alabama or another Blue Cross and/or Blue Shield Plan. If you use out-of-network providers, you may be responsible for filing your own claims and paying the difference between the provider's charge and the allowed amount. The allowed amount may be based on the negotiated rate payable to in-network providers in the same area or the average charge for care in the area.*
- *Please be aware that providers/specialists may be listed in a PPO directory or provider finder website, but not covered under this benefit plan. Please check your benefit booklet for more detailed coverage information.*

***This is not a contract, benefit booklet or a Summary Plan Description.  
Benefits are subject to the terms, limitations and conditions of the group contract.  
Please visit our website, [AlabamaBlue.com](http://AlabamaBlue.com).***

### Notice of Nondiscrimination

Blue Cross and Blue Shield of Alabama complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. We do not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Blue Cross and Blue Shield of Alabama:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters and written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as qualified interpreters and information written in other languages

If you need these services, contact our 1557 Compliance Coordinator. If you believe that we have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance in person or by mail, fax, or email at: Blue Cross and Blue Shield of Alabama, Compliance Office, 450 Riverchase Parkway East, Birmingham, Alabama 35244, Attn: 1557 Compliance Coordinator, 1-855-216-3144, 711 (TTY), 1-205-220-2984 (fax), 1557Grievance@bcbsal.org (email). If you need help filing a grievance, our 1557 Compliance Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue, SW, Room 509F, HHH Building, Washington, D.C. 20201, 1-800-368-1019, 1-800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

### Foreign Language Assistance

**Spanish:** ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-855-216-3144 (TTY: 711)

**Korean:** 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-855-216-3144 (TTY: 711)번으로 전화해 주십시오.

**Chinese:** 注意: 如果您使用繁體中文, 您可以免費獲得語言援助服務。請致電 1-855-216-3144 (TTY: 711)。

**Vietnamese:** CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-855-216-3144 (TTY: 711).

**Arabic:** انتباه: إذا كنت تتحدث العربية، توجد خدمات مساعدة فيما يتعلق باللغة، بدون تكلفة، متاحة لك. اتصل بـ 1-855-216-3144 (الهاتف النصي: 711)

**German:** ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-855-216-3144 (TTY: 711).

**French:** ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-855-216-3144 (ATS: 711).

**French Creole:** ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-855-216-3144 (TTY: 711).

**Gujarati:** ધ્યાન આપો: જો તમે ગુજરાતી બોલતા હોય, તો ભાષા સહાયતા સેવા, તમારા માટે નિ:શુલ્ક ઉપલબ્ધ છે. 1-855-216-3144 પર કોલ કરો (TTY: 711).

**Tagalog:** PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-855-216-3144 (TTY: 711).

**Hindi:** ध्यान दें: अगर आपकी भाषा हिंदी है, तो आपके लिए भाषा सहायता सेवाएँ नि:शुल्क उपलब्ध हैं। 1-855-216-3144 (TTY: 711) पर कॉल करें।

**Laotian:** ໂປດຊາບ: ຖ້າວ່າ ທ່ານເວົ້າພາສາ ລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໃດຍບໍ່ເສັຽຄ່າ, ແມ່ນມີພ້ອມໃຫ້ທ່ານ. ໂທ 1-855-216-3144 (TTY: 711).

**Russian:** ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-855-216-3144 (телефакс: 711).

**Portuguese:** ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-855-216-3144 (TTY: 711).

**Polish:** UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-855-216-3144 (TTY: 711).

**Turkish:** DİKKAT: Eğer Türkçe konuşuyor iseniz, dil yardımı hizmetlerinden ücretsiz olarak yararlanabilirsiniz. 1-855-216-3144 (TTY: 711) irtibat numaralarını arayın.

**Italian:** ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-855-216-3144 (TTY: 711).

**Japanese:** 注意事項: 日本語を話される場合、無料の言語支援をご利用いただけます。1-855-216-3144 (TTY: 711) まで、お電話にてご連絡ください。

**City of Fairhope  
Proposed BlueCard<sup>®</sup> PPO  
Option II**

Effective October 1, 2017



**City of Fairhope**  
**Proposed BlueCard® PPO Option II**  
**Effective October 1, 2017**

BENEFIT	IN-NETWORK	OUT-OF-NETWORK
<i>Benefit payments are based on the amount of the provider's charge that Blue Cross and Blue Shield recognizes for payment of benefits. The allowed amount may vary depending upon the type provider and where services are received.</i>		
<b>SUMMARY OF COST SHARING PROVISIONS</b> (Includes Mental Health Disorders and Substance Abuse)		
<b>Calendar Year Deductible</b>  The in-network and out-of-network calendar year deductibles are separate and do not apply to each other	\$1500 individual; \$3,000 family	\$3,000 individual; \$6,000 family
<b>Calendar Year Out-of-Pocket Maximum</b> (including in-network calendar year deductible)  All deductibles, copays and coinsurance for in-network services and out-of-network mental health disorders and substance abuse emergency services apply to the in-network out-of-pocket maximum	\$4,000 individual; \$8,000 family  After you reach your individual Calendar Year Out-of-Pocket Maximum, applicable expenses for you will be covered at 100% of the allowed amount for remainder of calendar year	There is no out-of-pocket maximum for out-of-network services.
<b>INPATIENT HOSPITAL AND PHYSICIAN BENEFITS</b> (Includes Mental Health Disorders and Substance Abuse)		
<b>Precertification is required for inpatient admissions (except medical emergency services and maternity); notification within 48 hours for medical emergencies. Generally, if precertification is not obtained, no benefits are available. Call 1-800-248-2342 (toll-free) for precertification.</b>		
<b>Inpatient Hospital</b>	Covered at 80% of the allowed amount subject to calendar year deductible	Covered at 60% of the allowed amount subject to calendar year deductible  <b>Note:</b> In Alabama, available only for medical emergency services and accidental injury
<b>Inpatient Physician Visits and Consultations</b>	Covered at 80% of the allowed amount subject to calendar year deductible	Covered at 60% of the allowed amount subject to calendar year deductible; in Alabama, covered at 50% of the allowed amount subject to calendar year deductible
<b>OUTPATIENT HOSPITAL BENEFITS</b> (Includes Mental Health Disorders and Substance Abuse)		
<b>Precertification is required for some outpatient hospital benefits and physician-administered drugs; please see your benefit booklet. If precertification is not obtained, no benefits are available.</b>		
<b>Outpatient Surgery (Including Ambulatory Surgical Centers)</b>	Covered at 80% of the allowed amount subject to calendar year deductible	Covered at 60% of the allowed amount subject to calendar year deductible; in Alabama, not covered
<b>Emergency Room (Medical Emergency)</b>	Covered at 80% of the allowed amount subject to calendar year deductible	Covered at 80% of the allowed amount subject to calendar year deductible  <b>Mental Health Disorders and Substance Abuse Services</b> covered at 80% of the allowed amount subject to the in-network calendar year deductible and out-of-pocket maximum
<b>Emergency Room (Accident)</b> <b>Note:</b> If you have a medical emergency as defined by the plan after 72 hours of an accident, refer to <b>Emergency Room (Medical Emergency)</b> above.	Covered at 80% of the allowed amount subject to calendar year deductible	Covered at 80% of the allowed amount subject to calendar year deductible for services rendered within 72 hours; 60% of the allowed amount subject to the calendar year deductible when services are rendered after 72 hours of the accident and not a medical emergency as defined by the plan
<b>Emergency Room Physician</b>	Covered at 100% of the allowed amount after \$50 physician copay	Covered at 100% of the allowed amount after \$50 physician copay and subject to calendar year deductible  <b>Mental Health Disorders and Substance Abuse Services</b> covered at 100% of the allowed amount after \$50 physician copay

BENEFIT	IN-NETWORK	OUT-OF-NETWORK
<b>Outpatient Diagnostic Lab, X-ray, Pathology, Dialysis, IV Therapy, Chemotherapy &amp; Radiation Therapy</b>	Covered at 80% of the allowed amount subject to calendar year deductible	Covered at 60% of the allowed amount subject to calendar year deductible; in Alabama, not covered
<b>Intensive Outpatient Services and Partial Hospitalization for Mental Health Disorders and Substance Abuse Services</b>	Covered at 80% of the allowed amount subject to calendar year deductible	Covered at 60% of the allowed amount subject to calendar year deductible; in Alabama, not covered
<b>PHYSICIAN BENEFITS (Includes Mental Health Disorders and Substance Abuse)</b>		
Precertification is required for some physician benefits and physician-administered drugs; please see your benefit booklet. If precertification is not obtained, no benefits are available.		
<b>Office Visits &amp; In-Person Consultations</b>	Covered at 100% of the allowed amount after \$35 primary physician copay or \$50 specialist physician copay	Covered at 60% of the allowed amount subject to calendar year deductible; in Alabama, covered at 50% of the allowed amount subject to calendar year deductible
<b>Second Surgical Opinions</b>	Covered at 80% of the allowed amount subject to calendar year deductible	Covered at 60% of the allowed amount subject to calendar year deductible; in Alabama, covered at 50% of the allowed amount subject to calendar year deductible
<b>Surgery &amp; Anesthesia</b>	Covered at 80% of the allowed amount subject to calendar year deductible	Covered at 60% of the allowed amount subject to calendar year deductible; in Alabama, covered at 50% of the allowed amount subject to calendar year deductible
<b>Maternity Care</b>	Covered at 80% of the allowed amount subject to calendar year deductible	Covered at 60% of the allowed amount subject to calendar year deductible; in Alabama, covered at 50% of the allowed amount subject to calendar year deductible
<b>Diagnostic Lab, X-ray, Pathology, Dialysis, IV Therapy, Chemotherapy &amp; Radiation Therapy</b>	Covered at 80% of the allowed amount subject to calendar year deductible	Covered at 60% of the allowed amount subject to calendar year deductible; in Alabama, covered at 50% of the allowed amount subject to calendar year deductible
<b>PREVENTIVE CARE BENEFITS</b>		
<b>Routine Immunizations and Preventive Services</b> <ul style="list-style-type: none"> <li>• See <a href="http://AlabamaBlue.com/preventiveservices">AlabamaBlue.com/preventiveservices</a> for a listing of the specific immunizations and preventive services or call our Customer Service Department for a printed copy</li> <li>• Certain immunizations may also be obtained through the Pharmacy Vaccine Network. See <a href="http://AlabamaBlue.com/pharmacy">AlabamaBlue.com/pharmacy</a> for more information</li> </ul>	Covered at 100% of the allowed amount; no copay or deductible	Not covered
<b>Note:</b> In some cases, office visit copays and facility copays may apply. Blue Cross and Blue Shield of Alabama will process these claims as required by Section 1557 of the Affordable Care Act.		

BENEFIT	IN-NETWORK	OUT-OF-NETWORK
<b>PRESCRIPTION DRUG BENEFITS</b> (Includes Mental Health Disorders and Substance Abuse)		
<b>Precertification is required for some drugs; if precertification is not obtained, no benefits are available.</b>		
<b>Prescription Drug Card</b> <ul style="list-style-type: none"> <li>• The pharmacy network for the plan is the <b>Prime Participating Pharmacy Network</b></li> <li>• Non-maintenance – up to 30-day supply at retail</li> <li>• Maintenance List Drugs - up to a 60-day supply with one copay</li> <li>• Some copays combined for diabetic supplies</li> <li>• Tier 4 (specialty) drugs can be dispensed for up to a 30-day supply. The only in-network pharmacy for some Tier 4 (specialty) drugs is the <b>Prime Therapeutics Specialty Pharmacy™</b> network. Go to <a href="http://AlabamaBlue.com/web/pharmacy/drugguide.html">AlabamaBlue.com/web/pharmacy/drugguide.html</a> for a list of these Tier 4 (specialty) drugs.</li> <li>• View the <b>Standard Prescription Drug</b> list that applies to the plan at <a href="http://AlabamaBlue.com/web/pharmacy/drugguide.html">AlabamaBlue.com/web/pharmacy/drugguide.html</a></li> </ul>	Covered at 100% of the allowed amount subject to the following copays:  <b>Tier 1 drugs:</b> \$15 copay per prescription  <b>Tier 2 drugs:</b> \$55 copay per prescription  <b>Tier 3 drugs:</b> \$100 copay per prescription  <b>Tier 4 (specialty) drugs:</b> \$100 copay per prescription	Not covered
<b>Mail Order Pharmacy Benefits</b> <ul style="list-style-type: none"> <li>• Up to 90-day supply</li> <li>• Mail Order drugs are available through PrimeMail® (Enroll online at <a href="http://AlabamaBlue.com">AlabamaBlue.com</a> or call 1-800-391-1886)</li> <li>• Only maintenance drugs can be purchased through this mail order pharmacy service</li> <li>• View the <b>SourceRx 2.0</b> and <b>maintenance drug lists</b> at <a href="http://AlabamaBlue.com/DrugList">AlabamaBlue.com/DrugList</a></li> </ul>	<b>Tier 1 drugs:</b> \$30 copay per prescription  <b>Tier 2 drugs:</b> \$110 copay per prescription  <b>Tier 3 drugs:</b> \$200 copay per prescription	Not covered
<b>BENEFITS FOR OTHER COVERED SERVICES</b> (Includes Mental Health Disorders and Substance Abuse)		
<b>Precertification is required for some other covered services; please see your benefit booklet.</b> <b>If precertification is not obtained, no benefits are available.</b>		
<b>Allergy Testing &amp; Treatment</b>	Covered at 80% of the allowed amount subject to calendar year deductible	Covered at 60% of the allowed amount subject to calendar year deductible
<b>Ambulance Service</b>	Covered at 80% of the allowed amount subject to calendar year deductible	Covered at 60% of the allowed amount subject to calendar year deductible
<b>Participating Chiropractic Services</b>	Covered at 80% of the allowed amount subject to calendar year deductible	Covered at 60% of the allowed amount subject to calendar year deductible; in Alabama, not covered
<b>Durable Medical Equipment (DME)</b>	Covered at 80% of the allowed amount subject to calendar year deductible	Covered at 60% of the allowed amount subject to calendar year deductible; in Alabama, covered at 50% of the allowed amount subject to calendar year deductible
<b>Rehabilitative Occupational, Physical and Speech Therapy</b> Occupational, physical and speech therapy limited to combined maximum of 30 visits per calendar year	Covered at 80% of the allowed amount subject to calendar year deductible	Covered at 60% of the allowed amount subject to calendar year deductible; in Alabama, covered at 50% of the allowed amount subject to calendar year deductible
<b>Habilitative Occupational, Physical and Speech Therapy</b> Occupational, physical and speech therapy limited to combined maximum of 30 visits per calendar year	Covered at 80% of the allowed amount subject to calendar year deductible	Covered at 60% of the allowed amount subject to calendar year deductible; in Alabama, covered at 50% of the allowed amount subject to calendar year deductible

BENEFIT	IN-NETWORK	OUT-OF-NETWORK
<b>Applied Behavioral Analysis (ABA) Therapy</b> Limited to ages 0-18, for autism spectrum disorders	Covered at 80% of the allowed amount subject to calendar year deductible	Covered at 60% of the allowed amount subject to calendar year deductible; in Alabama, covered at 50% of the allowed amount subject to calendar year deductible
<b>Home Health and Hospice</b>	Covered at 80% of the allowed amount subject to calendar year deductible	Covered at 60% of the allowed amount subject to calendar year deductible; in Alabama, not covered
EXPANDED PSYCHIATRIC SERVICES (EPS)		
<b>Expanded Psychiatric Services (EPS)</b> <ul style="list-style-type: none"> <li>• EPS network available throughout Alabama and in Meridian, Mississippi and Northwest Florida.</li> <li>• To find an EPS provider call Customer Service at 1-800-292-8868 or search the online provider finder on our website <a href="http://AlabamaBlue.com">AlabamaBlue.com</a></li> </ul>	When care is received or coordinated by an EPS provider, the following mental health and substance abuse benefits are available:  Covered at 100% of the allowed amount; no copay or deductible <b>Inpatient:</b> Includes hospital, physician and therapy expenses <b>Outpatient:</b> Includes office visits, therapy, counseling and testing  When care is not received or coordinated by an EPS provider, the mental health and substance abuse benefits available will mirror all other categories of this matrix.	
HEALTH MANAGEMENT BENEFITS (Includes Mental Health Disorders and Substance Abuse)		
<b>Individual Case Management</b>	Coordinates care in event of catastrophic or lengthy illness or injury; For more information, please call 1-800-821-7231.	
<b>Disease Management</b>	Coordinates care for chronic conditions such as asthma, diabetes, coronary artery disease, congestive heart failure and chronic obstructive pulmonary disease.	
<b>Baby Yourself<sup>®</sup></b>	A maternity program; For more information, please call 1-800-222-4379. You can also enroll online at <a href="http://AlabamaBlue.com">AlabamaBlue.com</a> .	
<b>Contraceptive Management</b>	Covers prescription contraceptives, which include: birth control pills, injectables, diaphragms, IUDs and other non-experimental FDA approved contraceptives; subject to applicable deductibles, copays and coinsurance.	
<b>Air Medical Services</b>	Air ambulance service to a network hospital near home if hospitalized while traveling more than 150 miles from home; to arrange transportation, call AirMed at 1-877-872-8624.	

**Useful Information to Maximize Benefits**

- To maximize your benefits, always use in-network providers for services covered by your health benefit plan. To find in-network providers, check a provider directory, provider finder website ([AlabamaBlue.com](http://AlabamaBlue.com)) or call 1-800-810-BLUE (2583).
- In-network hospitals, physicians and other healthcare providers have a contract with Blue Cross and Blue Shield of Alabama or another Blue Cross and/or Blue Shield Plan for furnishing healthcare services at a reduced price (examples: BlueCard PPO, PMD, Preferred Care). In-network pharmacies are pharmacies that participate with Blue Cross and Blue Shield of Alabama or its pharmacy benefit manager(s). In Alabama, in-network services provided by mental health disorders and substance abuse professionals are available through the Blue Choice Behavioral Health Network. Sometimes an in-network provider may furnish a service to you that is not covered under the contract between the provider and a Blue Cross and/or Blue Shield Plan. When this happens, benefits may be denied or reduced. Please refer to your benefit booklet for the type of provider network that we determine to be an in-network provider for a particular service or supply.
- Out-of-network providers generally do not contract with Blue Cross and Blue Shield of Alabama or another Blue Cross and /or Blue Shield Plan. If you use out-of-network providers, you may be responsible for filing your own claims and paying the difference between the provider's charge and the allowed amount. The allowed amount may be based on the negotiated rate payable to in-network providers in the same area or the average charge for care in the area.
- Bariatric Surgery, Gastric Restrictive procedures and complications arising from these procedures are not covered under this plan. Please see your benefit booklet for more detail and for a complete listing of all plan exclusions.

**This is not a contract, benefit booklet or a Summary Plan Description.  
 Benefits are subject to the terms, limitations and conditions of the group contract (including your benefit booklet).  
 Check your benefit booklet for more detailed coverage information.  
 Please visit our website, [AlabamaBlue.com](http://AlabamaBlue.com).**

Notice of Nondiscrimination

Blue Cross and Blue Shield of Alabama complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. We do not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Blue Cross and Blue Shield of Alabama:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters and written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as qualified interpreters and information written in other languages

If you need these services, contact our 1557 Compliance Coordinator. If you believe that we have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance in person or by mail, fax, or email at: Blue Cross and Blue Shield of Alabama, Compliance Office, 450 Riverchase Parkway East, Birmingham, Alabama 35244, Attn: 1557 Compliance Coordinator, 1-855-216-3144, 711 (TTY), 1-205-220-2984 (fax), 1557Grievance@bcbsal.org (email). If you need help filing a grievance, our 1557 Compliance Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue, SW, Room 509F, HHH Building, Washington, D.C. 20201, 1-800-368-1019, 1-800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

#### Foreign Language Assistance

**Spanish:** ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-855-216-3144 (TTY: 711)

**Korean:** 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다.

1-855-216-3144 (TTY: 711)번으로 전화해 주십시오.

**Chinese:** 注意: 如果您使用繁體中文, 您可以免費獲得語言援助服務。請致電1-855-216-3144 (TTY: 711)。

**Vietnamese:** CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-855-216-3144 (TTY: 711).

(الهاتف النصي: 711) 1-855-216-3144

انتباه: إذا كنت تتحدث العربية، توجد خدمات مساعدة فيما يتعلق باللغة، بدون تكلفة، متاحة لك. اتصل بـ

**German:** ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1-855-216-3144 (TTY: 711).

**French:** ATTENTION : Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-855-216-3144 (ATS: 711).

**French Creole:** ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-855-216-3144 (TTY: 711).

**Gujarati:** ધ્યાન આપો: જો તમે ગુજરાતી બોલતા હોય, તો ભાષા સહાયતા સેવા, તમારા માટે નિ:શુલ્ક ઉપલબ્ધ છે. 1-855-216-3144 પર કોલ કરો (TTY: 711).

**Tagalog:** PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-855-216-3144 (TTY: 711).

**Hindi:** ध्यान दें: अगर आपकी भाषा हिंदी है, तो आपके लिए भाषा सहायता सेवाएँ नि:शुल्क उपलब्ध हैं।

1-855-216-3144 (TTY: 711) पर कॉल करें।

**Laotian:** ໂປດລາບ: ຖ້າວ່າທ່ານເວົ້າພາສາລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ເສັຽຄ່າ, ຈະມີມີພ້ອມໃຫ້ທ່ານ. ໂທ 1-855-216-3144 (TTY: 711).

**Russian:** ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-855-216-3144 (телетайп: 711).

**Portuguese:** ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-855-216-3144 (TTY: 711).

**Polish:** UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-855-216-3144 (TTY: 711).

**Turkish:** DİKKAT: Eğer Türkçe konuşuyor iseniz, dil yardımı hizmetlerinden ücretsiz olarak yararlanabilirsiniz. 1-855-216-3144 (TTY: 711) irtibat numaralarını arayın.

**Italian:** ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-855-216-3144 (TTY: 711).

**Japanese:** 注意事項: 日本語を話される場合、無料の言語支援をご利用いただけます。

1-855-216-3144 (TTY: 711) まで、お電話にてご連絡ください。

RESOLUTION NO. \_\_\_\_\_

**AUTHORIZING THE SUBMISSION OF AN APPLICATION  
FOR THE 2017 FIREHOUSE SUBS PUBLIC SAFETY  
FOUNDATION DIGITAL GRANT  
FOR THE CITY OF FAIRHOPE POLICE DEPARTMENT**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE,** that the City Council hereby approves the Fairhope Police Department's application for funding for the 2017 Firehouse Subs Public Safety Foundation Digital Grant for two electronic message boards to assist with traffic during events, road work, evacuations or other emergencies.

DULY ADOPTED THIS 11TH DAY OF SEPTEMBER, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

## **Lisa A. Hanks, MMC**

---

**From:** Sheri Swartz  
**Sent:** Tuesday, September 5, 2017 2:10 PM  
**To:** Lisa A. Hanks, MMC  
**Subject:** Grant Information

### **FIREHOUSE SUBS GRANT**

Grant Program FAQs

What are the Foundation funding guidelines?

Life-saving equipment, prevention education, scholarships and continued education, disaster relief and military support. Will the Foundation consider requests out of the stated guidelines?

While there are many worthwhile organizations and requests, our Board of Directors will only consider requests that fit into the guidelines as stated on our web-site. Requests for event sponsorships, exercise equipment, and family support services are valid needs but not a funding area our Foundation serves.

No, law enforcement and EMS are encouraged to apply. Public Safety organizations and non-profits can also apply for life saving equipment.

If my department is located more than 60 miles from a Firehouse Subs restaurant should I still apply?

Our Foundation mainly focuses its resources in areas served by Firehouse Subs restaurants due to the large fundraising support they provide. The board of directors will consider requests from rural areas. As the brand continues to grow we encourage applicants to check Firehouse Subs' web-site for new restaurant locations and apply at that time.

How much of my donation stays in my state?

While most donations are allocated to our Foundation's general fund, the Foundation board of directors are committed to approving grants based on contributions received from that state.

If my request is more than \$20,000 will it be denied?

\$15,000 – \$25,000 is a guideline. Our Board of Directors will look at the funds available with the goal of addressing need and supporting as many requests as possible.

What is the best way to contact Firehouse Subs Public Safety Foundation?

We may apply for an electronic message board to assist with traffic during events, road work, evacuations or other emergencies

### **WALMART GRANT**

Through the Community Grant Program, our associates are proud to support the needs of their communities by providing grants to local organizations.

Before applying, please note:

The 2017 grant cycle begins Feb. 1, 2017 and the application deadline to apply is Dec. 31, 2017.

Application may be submitted at any time during this funding cycle. Please note that applications will only remain pending in our system for 90 days.

Awarded grants range from \$250 to \$2,500.

We may apply for digital cameras for patrol or a metal detector for Investigations - TBD

***Sheri A. Swartz***

Assistant to Investigations / Special Events

107 N. Section Street

Fairhope, Alabama 36532

Main (251) 928-2385

Direct (251) 929-1477



RESOLUTION NO. \_\_\_\_\_

**AUTHORIZING THE SUBMISSION OF AN APPLICATION  
FOR THE 2017 WALMART FOUNDATION COMMUNITY GRANT  
FOR THE CITY OF FAIRHOPE POLICE DEPARTMENT**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE,** that the City Council hereby approves the Fairhope Police Department's application for funding for the 2017 Walmart Foundation Community Grant for digital cameras for patrol or a metal detector for investigations (TBD).

DULY ADOPTED THIS 11TH DAY OF SEPTEMBER, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, on October 14, 2017, the two leases between the City of Fairhope and Eastern Shore Marine, Inc. (marina lease and boatyard lease) will terminate; and

**WHEREAS**, after several months of deliberation, the City Council desires to take over and operate the marina to be called “Fairhope Docks” on October 15, 2017; and will ask for Requests for Proposals (“RFPs”) for the boatyard.

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE**, that the City Council hereby authorizes to take over and operate the marina to be called “Fairhope Docks” on October 15, 2017; and will ask for Requests for Proposals for the boatyard.

Adopted on this 11th day of September, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, on August 28, 2017 the City Council adopted Resolution No. 2850-17 awarding the RFQ to for the City's FY 2018 stop loss and insurance broker contracts; and

**WHEREAS**, the Mayor refused to sign the resolution and approved contract; and

**WHEREAS**, the City Council is desirous to authorize the City Council President to execute the resolution and approved contract.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council hereby authorizes the City Council President to sign Resolution No. 2850-17 and the approved contract for the City's FY 2018 stop loss and insurance broker contracts.

DULY ADPOTED ON THIS 11TH DAY OF SEPTEMBER, 2017

\_\_\_\_\_  
Jack Burrell, City Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

**RESOLUTION NO. 2850-17**

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

[1] That the City of Fairhope did request and receive RFQs for the City's stop loss insurance contract and insurance broker contract for FY 2018.

[2] Attached is the RFQ tabulation sheet.

[3] After evaluating the RFQ responses with the required specifications, Regions Insurance and Excess Risk Reinsurance, Inc. an Ironshore Company are now awarded the RFQ for the City's FY 2018 stop loss insurance and insurance broker contracts, and hereby authorize Mayor Karin Wilson to execute a contract.

DULY ADPOTED ON THIS 28TH DAY OF AUGUST, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

**RESOLUTION NO. 2850-17**

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

[1] That the City of Fairhope did request and receive RFQs for the City's stop loss insurance contract and insurance broker contract for FY 2018.

[2] Attached is the RFQ tabulation sheet.

[3] After evaluating the RFQ responses with the required specifications, Regions Insurance and Excess Risk Reinsurance, Inc. an Ironshore Company are now awarded the RFQ for the City's FY 2018 stop loss insurance and insurance broker contracts, and hereby authorize Mayor Karin Wilson to execute a contract.

DULY ADPOTED ON THIS 28TH DAY OF AUGUST, 2017

---

Jack Burrell, City Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, on the 14th day of August, 2017, the City of Fairhope adopted Resolution No. 2831-17; a resolution to approve the selection of Mott MacDonald, LLC to perform Professional Engineering Services for MPO Downtown Traffic, Pedestrian Safety and Wayfinding Signage and Parking Study (RFQ No. PS039-17); and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule, and establish a not-to-exceed limit with this firm; and

**WHEREAS**, prior to negotiation of a fee schedule, and establishing a not-to-exceed limit with this firm, it was determined that it to be in the best interest of the City to rescind Resolution No. 2831-17.

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Resolution No. 2831-17 is hereby rescinded; relating to the MPO Downtown Traffic, Pedestrian Safety and Wayfinding Signage and Parking Study (RFQ No. PS039-17).

**BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council approves the selection of Christian Preus Landscape Architecture, LLC to perform Professional Architectural Services for MPO Downtown Traffic, Pedestrian Safety and Wayfinding Signage and Parking Study (RFQ No. PS039-17), and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule, and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 11TH DAY OF SEPTEMBER, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

ZAH 8/31/17



# MEMO

To: Deborah Smith, Treasurer  
From: Delores A Brandt  
Delores A Brandt, Purchasing Clerk  
For Daniel P. Ames, Purchasing Manager

Date: AUGUST 29, 2017

Re: RFQ No. PS039-17, Professional Engineering Services for MPO Downtown Traffic, Pedestrian Safety and Wayfinding Signage and Parking Study

Karin Wilson  
Mayor

*Council Members*

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Deborah A. Smith, CPA  
City Treasurer

The Public Works Department needs to hire a professional consulting firm for RFQ No. PS039-17, Professional Engineering Services for MPO Downtown Traffic, Pedestrian Safety and Wayfinding Signage and Parking Study. Per our Procedure for Procuring Professional Services, Please move this procurement of professional services forward to the Mayor for selection of a professional service provider.

The purpose for hiring the company is to perform engineering services required to conduct a study of downtown traffic, pedestrian safety and wayfinding signage, and parking.

[Mayor, please initial and date your selection]

SW      8/31/17 Christian Preus Landscape Architecture, PLLC  
307 De La Mare Ave  
Fairhope, AL 36532  
855 539-5086

\_\_\_\_\_      \_\_\_/\_\_\_/\_\_\_ Espalier, LLC  
302 Magnolia Ave  
Fairhope, AL 36532  
251 454-3500

\_\_\_\_\_      \_\_\_/\_\_\_/\_\_\_ Integrated Science and Engineering  
1290 Main Street Suite C  
Daphne, AL 36526

\_\_\_\_\_      \_\_\_/\_\_\_/\_\_\_ None of the above. Submit another list

Cc: file

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the City of Fairhope entered into a contract on April 5, 2013 and on January 9, 2017 amended the contract to continue with EnviroChem, Inc. for Professional Test Services for Mandatory EPA and ADEM Water Testing (RFQ PS009-13); and

**WHEREAS**, EnviroChem, Inc. joined operations with Pace Analytical Services, LLC, of Mobile, AL, on August 11, 2017; and as part of the terms and conditions of the contract, EnviroChem, Inc. is requesting the City to approve the assignment for Professional Test Services for Mandatory EPA and ADEM Water Testing between the City of Fairhope and Pace Analytical Services, LLC.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City of Fairhope approves the assignment from EnviroChem, Inc. to Pace Analytical Services, LLC; and authorizes Mayor Karin Wilson to execute the assignment.

DULY ADOPTED THIS 11TH DAY OF SEPTEMBER, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk





## MEMO

SEP 6 '17 PM 3:37

*YAN*

To: Deborah Smith, Treasurer  
From: *Delores A Brandt*  
Delores A Brandt, Purchasing Clerk  
For Daniel P. Ames, Purchasing Manager

Date: August 30, 2017

Re: Approval request for assignment of Contract for RFQ PS009-13  
**Professional Testing Services for Mandatory EPA and ADEM  
Water Testing**

On April 5, 2013, the City of Fairhope (**City**) entered into a contract for **RFQ PS009-13 Professional Testing Services for Mandatory EPA and ADEM Water Testing (Contract)**, with EnviroChem, Inc. of Mobile, Alabama (**Consultant**).

On August 11, 2017, the **Consultant** joined operations with **Pace Analytical Services, LLC**, of Mobile, AL.

Per the terms and conditions of the **Contract**, the **Consultant** is requesting the City approve the assignment of the **Contract** to a new certificate of insurance will be supplied by **Pace Analytical Services, LLC.**, reflecting the assignment.

**Please place on the next available City Council Agenda this request to approve the assignment of the contract for RFQ PS009-13 Professional Testing Services for Mandatory EPA and ADEM Water Testing, from EnviroChem, Inc. to Pace Analytical Services, LLC., and authorize the Mayor to sign the assignment request form supplied by EnviroChem, Inc.**

Cc:file

Karin Wilson  
*Mayor*

*Council Members*

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC  
*City Clerk*

Deborah A. Smith, CPA  
*City Treasurer*

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

*Printed on recycled paper*



**Pace Analytical Services, LLC**  
4320 Midmost Drive  
Mobile, Alabama 36609  
Phone: 251.344.9106  
Fax: 251.341.9492  
[www.pacelabs.com](http://www.pacelabs.com)

August 30, 2017

Mr. Clint Steadham  
City of Fairhope  
300 N Church Street  
Fairhope, AL 36532

Dear Mr. Steadham,

This letter is to inform you that Pace Analytical Services, LLC recently acquired Envirochem in Mobile, AL. This acquisition took place on August 11, 2017. We understand there is an existing contract in place between Envirochem and the City of Fairhope. Pace intends to honor the terms and conditions for the duration of this contract.

Should you have any questions, please don't hesitate to contact me.

Sincerely,

Jenny Snipes  
Sales Manager  
Pace Analytical Services

**RESOLUTION NO. 2053-13**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Timothy M. Kant is hereby authorized to execute a Contract for Professional Testing Services for Mandatory EPA and ADEM Water Testing with Envirochem, Inc. (PS009-13) to be negotiated by Mayor Kant (under \$100,000.00).

DULY ADOPTED THIS 7TH DAY OF MARCH, 2013

---

Timothy M. Kant, Mayor

Attest:

---

Lisa A. Hanks, MMC  
City Clerk

**RESOLUTION NO. 2651-17**

**WHEREAS**, the City of Fairhope adopted Resolution No. 2053-13 March 7, 2013 and entered into a fee based open ended contract with Envirochem, Inc. for Professional Testing Services for Mandatory EPA and ADEM Water Testing (RFQ No. PS009-13); and

**WHEREAS**, Envirochem, Inc. has been providing the mandatory testing per the 2013 fee schedule to date and has agreed to continue using this fee schedule; and

**WHEREAS**, the City Council desires to continue using Envirochem, Inc. for Professional Testing Services for Water Testing; and needs to amend Resolution No. 2053-13 by removing the last parenthetical statement “(under \$100,000.00)”.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City of Fairhope hereby amends Resolution No. 2053-13 by removing the last parenthetical statement “(under \$100,000.00)” and to continue using Envirochem, Inc. for Professional Testing Services for Mandatory EPA and ADEM Water Testing (RFQ No. PS009-13).

DULY ADOPTED THIS 9TH DAY OF JANUARY, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

RESOLUTION NO. \_\_\_\_\_

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that City Council approves Goodwyn, Mills & Cawood, Inc. for an increase to the architectural/engineering fee, and authorizes Mayor Karin Wilson to negotiate a fee schedule and a not-to-exceed figure; and to execute Amendment No. 1 – Phase 2 to the Contract; and to approve Goodwyn, Mills & Cawood to let the bid for approved work for RFQ No. PS016-17, Professional Architectural Services for Project No. PW007-17, Repairs to Library Structure 2017.

DULY ADOPTED THIS 11TH DAY OF SEPTEMBER, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk



# MEMO

SEP 6 '17 PM3:37

XAN

Timothy M. Kant, ACMO  
Mayor

*Council Members*

Kevin G. Boone

Diana J. Brewer

Jack Burrell, CMO

Michael A. Ford, ACMO

Richard A. Mueller, Sr.

Lisa A. Hanks, MMC  
City Clerk

Deborah A. Smith, CPA  
City Treasurer

To: Deborah Smith, Treasurer  
From: Delores A Brandt  
Delores A Brandt, Purchasing Clerk  
For Daniel P. Ames, Purchasing Manager

Date: September 6, 2017

Re: **RFQ No. PS016-17, Professional Architectural Services for Project PW007-17 Repairs to Library Structure 2017** -- Council approve Mayor to negotiate, establish a not-to-exceed, and execute **Amendment #1 -- Phase 2** of Contract

The City Council hired Goodwyn, Mills, & Cawood, Inc., for **RFQ No. PS016-17, Professional Architectural Services for Project PW007-17 Repairs to Library Structure 2017--Phase 1**. City Council authorized the Mayor to negotiate a fee schedule with Goodwyn, Mills, & Cawood, Inc, for the project. A fee schedule and 'not to exceed' \$49,631.00 was established, and a contract executed. The work was performed.

After the study, the findings of the forensic testing and assessment of the water mitigation issues at the Library was presented to the Mayor and City Council. It was determined that additional work was needed to implement the recommendations made by GMC. The implementation by GMC will include letting the bid, required advertising, and completion of closeout documents.

**Please move this request forward for City Council to approve Goodwyn, Mills, & Cawood, Inc. for an increase to the architectural/engineering fee, and authorize the Mayor to negotiate a fee schedule and a not-to-exceed figure, and execute Amendment No.1-- Phase 2 to the Contract, and approve GMC to let the bid for approved work, for RFQ No. PS016-17, Professional Architectural Services for Project PW007-17 Repairs to Library Structure 2017**

Cc: file

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

www.cofairhope.com

Printed on recycled paper



**Goodwyn Mills Cawood**

11 North Water Street  
Suite 15250  
Mobile, AL 36602

T (251) 460-4006  
F (251) 460-4423

[www.gmicnetwork.com](http://www.gmicnetwork.com)

August 22, 2017

Ms. Lisa A. Hanks, MMC  
City Clerk  
**City of Fairhope**  
161 N. Section Street  
Fairhope, Alabama 36532

**RE: FAIRHOPE LIBRARY WATER MITIGATION**

Dear Lisa;

Goodwyn Mills and Cawood (GMC) has completed the forensic testing and assessment of the water mitigation issues at the Fairhope Public Library. The complete and comprehensive water leakage Investigation report has been provided to the City.

The water intrusion can be summarized into two areas. Those are roofing and exterior wall. Below is a brief description of the work to fix the water intrusion issues for each location including opinion of cost and warranty.

**Shingle Roof:**

The sloped shingle roof is in good condition and can easily achieve another 15 to 20 years of life.

**North Low Roof:**

The north low roof is in poor condition and the roof membrane and cover board is in need of replacement. Infrared scans revealed there is wet insulation at the north perimeter of the roof, however, the remainder of the insulation is dry and can be left in place and reused as part of the new roofing system. The following is a brief summary of work that will be required to take place.

Remove existing roofing, cover board, and wet insulation as identified by the infrared moisture scan. Remove metal flashings, copings and rotted wood blocking. Remove existing roof wall flashings, EIFS foam shape, and clerestory windows. Rebuild a new exterior stucco wall at the clerestory windows to provide a minimum of 12" above the roof surface to the bottom of the window. Reinstall new flashings at window heads and sills and reinstall new storefront windows. Install new (2) Ply SBS Modified roofing base sheet and cap sheet over new cover board and insulation. Install new 2 piece roof/wall flashing and new metal edge flashings. Install new metal coping over self-adhering flashing over new 2x pressure treated wood blocking. Patch and repair stucco cracks and install new elastomeric coating over compatible sealants.

Install new gutters and downspouts and seal against adjacent construction.

Roof Warranty – General Contractor Installation 5yrs; Manufacturer 20-30 years

Opinion of Cost - \$128,220.00

**North High Roof:**

The north high roof membrane is in good condition and can be recoated to extend the life. The following is a brief summary of work that is recommended to take place.

Remove existing edge flashing, roofing, cover board, and wet insulation as identified by the infrared moisture scan. Remove metal flashings, copings and rotted wood blocking. Remove existing roof wall flashings, and EIFS foam shape. Install new roof coating over existing roof cap sheet. Install new 2 piece



roof/wall flashing and new metal edge flashings. Install new metal coping over self-adhering flashing over new 2x pressure treated wood blocking. Patch and repair stucco cracks and install new elastomeric coating over compatible sealants.

Roof Warranty – General Contractor Installation 5yrs; Manufacturer 15 years

Opinion of Cost - \$59,878.00

#### **Low Roof at Children's Area:**

The low roof at the children's area is in good condition and can be recoated to extend the life. The following is a brief summary of work that is recommended to take place.

Remove existing masonry, stucco, and flashings. Remove metal flashings, copings and rotted wood blocking. Remove existing roof wall flashings, and EIFS foam shape. Install new roof coating over existing roof cap sheet. Install new 2 piece roof/wall flashing and new metal edge flashings. Install new metal coping over self-adhering flashing over new 2x pressure treated wood blocking.

Roof Warranty – General Contractor Installation 5yrs; Manufacturer 15 years

Opinion of Cost - \$26,305.00

#### **Low Roof at Giddens Area:**

The low roof at the Giddens area is in good condition and can be recoated to extend the life. The following is a brief summary of work that is recommended to take place.

Remove existing masonry, stucco and flashings. Remove metal flashings, copings and rotted wood blocking. Install new roof coating over existing roof cap sheet. Install new metal coping over self-adhering flashing over new 2x pressure treated wood blocking. Reinstall new flashings at window heads and sills and reinstall new storefront windows. Patch and repair stucco cracks and install new elastomeric coating over compatible sealants.

Roof Warranty – General Contractor Installation 5yrs; Manufacturer 15years

Opinion of Cost - \$18,047.00

#### **Exterior Wall Demolition, Reconstruction & Repairs:**

Remove and replace existing brick veneer in order to install head flashing at identified leaking storefront windows.

Patch and repair stucco cracks and install new elastomeric coating over compatible sealants.

Remove existing EIFS foam shape water table around the entire building. Remove 2 courses of brick below the existing foam shape and install a brick rowlock in this location. This will provide a proper detail to transition between the stucco and masonry wall.

Warranty – 1 year

Opinion of Cost - \$91,150.00

#### **Miscellaneous Repairs to Eaves and Soffits:**

Patch and repair existing eaves and soffits where required. Paint surfaces to match adjacent surfaces.

Warranty – 1 year

Opinion of Cost - \$5,000.00

#### **Interior Repairs**

Remove and replace existing gypsum wall board as required. Remove and reinstall window trim. Paint interior gypsum board and trim, edge to edge for consistent finish.

Warranty – 1 year

Opinion of Cost - \$5,000.00

#### **Building Cleaning:**

Pressure wash all existing exterior walls, ceilings, and surfaces

Warranty – 1 year

Opinion of Cost - \$17,500.00





**Lightning Protection:**

Remove, reinstall, and recertify the lightning protection.

Warranty – 1 year

Opinion of Cost - \$16,825.00

The above costs are an opinion of cost based on visual inspection of existing conditions and recommendations of water mitigation repairs. These opinions of costs should be considered an order of magnitude and not based on a detailed and comprehensive cost breakdown.

See attached Preliminary Opinion of Total Project Cost

Should you have any questions or concerns please contact me.

Sincerely,

GOODWYN, MILLS & CAWOOD, INC.

A handwritten signature in blue ink, appearing to read 'Jim Walker'.

Jim Walker, AIA

Sr. Vice President - Mobile

Cc. Richard Peterson – City of Fairhope  
Dan Ames – City of Fairhope



11 NORTH WATER STREET, SUITE 15250  
 MOBILE, ALABAMA 36602  
 PHONE: (251) 460-4006 FAX: (251) 460-4423

**PRELIMINARY OPINION OF TOTAL PROJECT COST**  
**Fairhope Library Envelope Repairs**  
**for the City of Fairhope**

NORTH LOW ROOF AREA: 5,500 S.F.  
 HIGH ROOF AREA: 6,900 S.F.  
 LOW ROOF @ CHILDRENS AREA: 1,400 S.F.  
 LOW ROOF @ GIDDENS AREA: 800 S.F.  
 EXTERIOR WALL: 35,000 S.F.

DATE: 8/22/2017  
 ESTIMATOR: Jim Walker, AIA

PROJECT SUMMARY SHEET	UNIT	COST/UNIT	SUBTOTAL COST	TOTAL COSTS
North Low Roof Demolition and Replacement				\$128,220
High Roof Demolition, Repair and Recoating				\$59,878
Low Roof @ Childrens Area				\$26,305
Low Roof @ Giddens Area				\$18,047
Exterior Wall Repairs				\$91,150
Miscellaneous Repairs to Eaves and Soffits				\$5,000
Interior Repairs				\$5,000
Building Cleaning				\$17,500
Lightning Protection				\$16,825
<b>Subtotal</b>				<b>\$367,924</b>
General Conditions, Overhead and Profit @ 15%				\$55,189
<b>Total Construction</b>				<b>\$423,112</b>
Contingency @ 10%				\$42,311
<b>OPINION OF TOTAL CONSTRUCTION COST</b>				<b>\$465,423</b>
Professional Fees @ 7.8% Per Building Commission Fee Curve				\$36,303
Envelope Consultant Design Mtgs., Detail & Drawing Review				\$13,600
Envelope Consultant Construction Testing - Post Repairs				\$14,400
<b>Total Professional Fees</b>				<b>\$64,303</b>
<b>OPINION OF TOTAL PROJECT COST</b>				<b>\$529,726</b>

<b>NEW CONSTRUCTION</b>	<b>UNIT</b>	<b>COST / UNIT</b>	<b>SUBTOTAL COSTS</b>	<b>TOTAL COSTS</b>
<b>Low Roof Demolition and Replacement</b>				
Remove existing roofing, cover board and flashings	5,500 SF	\$1.50	\$8,250.00	
Remove existing wet insulation	500 SF	\$0.50	\$250.00	
Replace wood nailers	160 LF	\$6.50	\$1,040.00	
Remove, clean and reinstall gutters and downspouts	200 LF	\$5.00	\$1,000.00	
Remove existing stucco @ windows	1 EA	\$2,500.00	\$2,500.00	
Remove and replace storefront windows	6 EA	\$1,750.00	\$10,500.00	
Install new insulation	500 SF	\$1.50	\$750.00	
Install new 1/2" cover board	5,500 SF	\$1.50	\$8,250.00	
Install new mod bitumen roofing & flashing (2) ply	5,500 SF	\$15.00	\$82,500.00	
Install new prefin metal coping	160 LF	\$25.00	\$4,000.00	
Install new edge metal and flashing	80 LF	\$8.50	\$680.00	
Refame & finish wall @ clerestory window	1 EA	\$8,500.00	\$8,500.00	
<b>Total</b>				<b>\$128,220</b>
<b>High Roof Demolition, Repairs, and Recoating</b>				
Remove roof edge metal and flashing	225 LF	\$5.00	\$1,125.00	
Recoat existing roofing	6,900 SF	\$7.50	\$51,750.00	
Replace wood nailers	225 LF	\$6.50	\$1,462.50	
Remove and replace gutters and downspouts	200 LF	\$5.00	\$1,000.00	
Install new coping	100 LF	\$25.00	\$2,500.00	
Install new edge metal and flashing	240 LF	\$8.50	\$2,040.00	
<b>Total</b>				<b>\$59,878</b>
<b>Low Roof @ Childrens Area</b>				
Remove existing brick veneer	60 LF	\$50.00	\$3,000.00	
Remove and replace flashing and reinstall brick	60 LF	\$70.00	\$4,200.00	
Replace wood nailers	70 LF	\$6.50	\$455.00	
Remove & replace roof/wall flashing	1,440 SF	\$2.50	\$3,600.00	
Recoat existing roofing	1,440 SF	\$7.50	\$10,800.00	
Install new coping metal	80 LF	\$25.00	\$2,000.00	
Repair existing roof drains	3 EA	\$750.00	\$2,250.00	
<b>Total</b>				<b>\$26,305</b>
<b>Low Roof @ Giddens Room</b>				
Remove & replace stucco and roof/wall flashing	70 LF	\$100.00	\$7,000.00	
Replace wood nailers	100 LF	\$6.50	\$650.00	
Install new flashing	1,131 SF	\$1.50	\$1,696.50	
Recoat existing roofing	800 SF	\$7.50	\$6,000.00	
Install new coping metal	80 LF	\$15.00	\$1,200.00	
Repair existing roof drains	2 EA	\$750.00	\$1,500.00	
<b>Total</b>				<b>\$18,047</b>

NEW CONSTRUCTION	UNIT	COST / UNIT	SUBTOTAL COSTS	TOTAL COSTS
<b>Exterior Wall Repairs</b>				
Remove existing brick veneer @ windows	1 EA	\$8,500.00	\$8,500.00	
Remove existing stucco @ windows	1 EA	\$4,500.00	\$4,500.00	
Remove foam band replace w brick row lock	1 EA	\$20,000.00	\$20,000.00	
Stucco repair, patch, and painting	12,000 SF	\$3.25	\$39,000.00	
Remove and reinstall/replace storefront windows	1 EA	\$1,650.00	\$1,650.00	
Refame & finish wall @ clerestory window	1 EA	\$2,500.00	\$2,500.00	
Remove and reinstall sealants	1 EA	\$3,500.00	\$3,500.00	
Install masonry waterproof coating	23000 EA	\$0.50	\$11,500.00	
<b>Total</b>				<b>\$91,150</b>
<b>Miscellaneous Repairs @ Eaves &amp; Soffits</b>				
Patch and repair eaves and soffits	1 EA	\$5,000.00	\$5,000.00	
<b>Total</b>				<b>\$5,000</b>
<b>Interior Repairs</b>				
Patch and repair gyp. bd. wd. trim, paint, caulk	1 EA	\$5,000.00	\$5,000.00	
<b>Total</b>				<b>\$5,000</b>
<b>Building Cleaning &amp; Pressurewashing</b>				
Exterior Walls, Stucco and Masonry	35,000 SF	\$0.50	\$17,500.00	
<b>Total</b>				<b>\$17,500</b>
<b>Lightning Protection</b>				
Remove, Reinstall & Recertify lightning protection	14,630 SF	\$1.15	\$16,824.50	
<b>Total</b>				<b>\$16,825</b>

RESOLUTION NO. \_\_\_\_\_

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Karin Wilson is hereby authorized to execute a contract with Volkert, Inc. to perform Professional Engineering Services for Rock Creek Stabilization for the Public Works Department (RFQ No. PS031-17) with a not-to-exceed amount of \$49,550.00.

DULY ADOPTED THIS 11TH DAY OF SEPTEMBER, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

SEP 6 '17 PM 3:37

# City of Fairhope Project Funding Request

Issuing Date 9/6/2017

Please return this Routing Sheet to Treasurer by

9/6/2017

Project Name: Award contract for professional engineering services for Rock Creek Stabilization Project RFQ PS031-17

Project Location: Rock Creek Stabilization Project

Presented to City Council: 9/11/2017 Approved \_\_\_\_\_ Changed \_\_\_\_\_ Rejected \_\_\_\_\_

Project Cash Requirement Submitted for Approval: Cost: \$49,550.00 Not to exceed amount  
See attached fee schedule

Providers: Volkert, Inc.

Project Engineer: Volkert, Inc.

Order Date: \_\_\_\_\_ Lead Time: \_\_\_\_\_

Department Funding This Project							
General	Gas	Electric	Water	Sewer	Gas Tax	Cap. Proj.	xx Impact

Division of General Fund Funding This Project							
Admin 10	Police 15	Fire 20	Rec 25	Adult Rec 30	Street 35		
San 40	Golf 50	Golf Grounds 55			Debt Service 85		

Expense Code: 103-xxxx Revenue Code \_\_\_\_\_

Project will be: Expensed xx  
Capitalized \_\_\_\_\_

Project Financed By:  
Grant: \_\_\_\_\_ Federal - not to exceed amount  
State  
City

Project Budgeted: No

(Over) Under budget amount: \_\_\_\_\_

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
Capital Lease: \_\_\_\_\_ Payment \_\_\_\_\_ Term \_\_\_\_\_

Funding. \_\_\_\_\_

City Council prior approval	<u>4/24/2017</u>	Request approved by City Treasurer	
Request received by City Treasurer	<u>9/6/2017</u>	Request approved by Finance Director	
Received by Finance Department	<u>9/6/17</u>	Request approved by Mayor	
Received by Mayor	<u>9/6/17</u>		

Contact Person: Richard Peterson



## MEMO

Timothy M. Kant, ACMO  
*Mayor*

*Council Members*

Kevin G. Boone

Diana J. Brewer

Jack Burrell, CMO

Michael A. Ford, ACMO

Richard A. Mueller, Sr.

Lisa A. Hanks, MMC  
*City Clerk*

Deborah A. Smith, CPA  
*City Treasurer*

To: Deborah Smith, Treasurer

From: *Delores A Brandt*  
Delores A Brandt, Purchasing Clerk  
For Daniel P. Ames, Purchasing Manager

Date: September 6, 2017

Re: Requesting greensheet and City Council approval of execution of contract for **RFQ No. PS031-17 Professional Engineering Services for Rock Creek Stabilization**

The City needs to hire a professional firm for **RFQ No. PS031-17 Professional Engineering Services for Rock Creek Stabilization**

Per our Procedure for Procuring Professional Services, Richard Peterson, Operations Director, and I routed a short list through you, to the Mayor, to choose recipients to receive the RFQ. Three of the five on the list responded, and the Mayor chose Volkert, Inc.

On July 10, 2017, per Resolution No. 2791-17, City Council approved Volkert, Inc., of Mobile, AL, to perform the referenced services, and authorized the Mayor to negotiate a fee schedule and not-to-exceed amount. The not-to-exceed amount of FORTY-NINE THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$49,550) was established (see attached).

**Please compose a greensheet and move this procurement of professional services forward to the City Council to authorize the Mayor to execute a contract with Volkert, Inc for RFQ No. PS031-17, Professional Engineering Services for Rock Creek Stabilization, with a not-to-exceed amount of \$49,550.**

Cc: file

161 North Section Street

RO. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

www.cofairhope.com

*Printed on recycled paper*

**VOLKERT, INC.  
MANPOWER AND FEE PROPOSAL**

**FOR**

**City of Fairhope**

**PROJECT # TBD**

**Rock Creek Stabilization Project**

**City of Fairhope, AL**

**Survey, Engineering, Hydraulic Modeling, Utility  
Coordination and Environmental**

**August 2, 2017**

**Revised (August 10, 2017)**



<b>Project No.</b>	TBD
<b>City</b>	Fairhope
<b>Description</b>	Rock Creek Stabilization Project
<b>Scope of Work</b>	Survey, Environmental Permitting, Engineering, Construction Admin.
<b>Project Length</b>	300.00 Linear Feet
<b>Consultant</b>	Volkert, Inc.

**GRAND TOTAL OF FEE PROPOSAL**

<b>Field Surveys</b>	\$7,426
<b>Engineering</b>	\$25,331
<b>Hydraulic Modeling</b>	\$8,194
<b>Environmental Permitting</b>	\$8,599
<b>TOTAL FEE</b>	<b>\$49,550</b>

**LABOR RATES**

<b>Classification</b>	<b>Hourly Rate</b>
Principal	\$270.00
Supervisor	\$230.00
Project Manager	\$190.00
Engineer / Staff 2 Professional	\$150.00
Senior Designer	\$120.00
Designer	\$100.00
Engineering Technician/CADD	\$70.00
Clerical	\$70.00
PLS/Survey Manager	\$120.00
Survey Crew (3-man)	\$170.00

**\*\*Certification of Out-of-Pocket Expenses:**

If Out-of-Pocket Expenses are included in this proposal, we hereby certify that these costs are not included in the Combined Overhead Rate and are typically invoiced to all clients as a direct job cost.



Signed

10-Aug-17

Date

Project Manager

Position/Title

<b>Project No.</b> TBD			
CITY Fairhope			
<b>Description</b> Rock Creek Stabilization Project			
Survey, Environmental Permitting, Engineering,			
<b>Scope of Work</b> Construction Admin.			
<b>Project Length</b> 300.00 Linear Feet			
Consultant Volkert, Inc.			
<b>Fee Proposal (Field Survey)</b>			
<b>PERSONNEL COST</b>			
	Man-Hours x Hourly Rate		
Project Manager (10% of PLS)	0.50	\$ 190.00	\$ 95.00
PLS/Survey Manager	5.00	\$ 120.00	\$ 600.00
Survey Crew (see man-day sheet)	34.00	\$ 170.00	\$ 5,780.00
Engineering Technician/CADD	12.00	\$ 70.00	\$ 840.00
Clerical	0.00	\$ 70.00	\$ -
	<b>Total Direct Labor</b>		\$ 7,315.00
Combined Overhead (%)	0.00		\$ -
Out-of-Pocket Expenses**			\$ 111.28
	<b>Sub-Total</b>		\$ 7,426.28
Operating Margin (included in hourly rate)			\$ -
	<b>Sub-Total</b>		\$ 7,426.28
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
			\$ -
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
	<b>Sub-Total</b>		\$ 7,426.28
Facilities Capital Cost of Money (% of Direct Labor)	0.00		\$ -
	<b>TOTAL FEE</b>		\$ 7,426.28

\*\*See Grand Total Fee sheet

**Project No.** TBD  
**City** Fairhope  
**Description** Rock Creek Stabilization Project  
**Scope of Work** Survey, Environmental Permitting, Engineering, Construction Admin.  
**Project Length** 300.00 Linear Feet  
  
**Consultant** Volkert, Inc.

<b>FIELD SURVEY</b>	<b>ESTIMATED MAN-HOURS</b>			
	PLS	Crew	Tech/CADD	Clerical
<b>Based on a 3 Man Crew</b>				
<b>Field Task</b>				
A-1 Control	0.00	4.00	0.00	0.00
A-2 Line Cutting	0.00	15.00	0.00	0.00
A-3 Topo - 3D	0.00	15.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
<b>Task A Totals</b>	<b>0.00</b>	<b>34.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Office Task</b>				
Office Task	5.00	0.00	12.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
<b>Task B Totals</b>	<b>5.00</b>	<b>0.00</b>	<b>12.00</b>	<b>0.00</b>
<b>TOTALS</b>	<b>5.00</b>	<b>34.00</b>	<b>12.00</b>	<b>0.00</b>

Project No. TBD  
 City Fairhope  
 Description Rock Creek Stabilization Project  
 Scope of Work Survey, Environmental Permitting, Engineering, Construction Admin.  
 Project Length 300.00 Linear Feet

Consultant Volkert, Inc.

**Out-of-pocket Expenses (Field Survey)**

<b>TRAVEL COST</b>				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
	4	52	\$0.535	\$ 111.28
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
<b>Total Mileage Cost</b>				<b>\$ 111.28</b>

Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
<b>Total Subsistence Cost</b>				<b>\$ -</b>
<b>Total Travel Cost</b>				<b>\$ 111.28</b>

<b>PRINTING / REPRODUCTION COST</b>					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
<b>Total Printing/Reproduction Cost</b>					<b>\$ -</b>

<b>Communication Cost (telephone, fax, etc.)</b>	<b>Total</b>
	<b>\$ -</b>

<b>Postage Cost (overnight, stamps, etc.)</b>	<b>Total</b>
	<b>\$ -</b>

<b>Other (provide description on next line)</b>	<b>Total</b>
	<b>\$ -</b>

<b>Total Out-of-pocket Expenses</b>	<b>\$ 111.28</b>
-------------------------------------	------------------

**Comments:**  
 A minimum of three control points (Aluminum Capped Rods) will be set in the adjacent floodplain.

<b>Project No.</b> TBD			
<b>City</b> Fairhope			
<b>Description</b> Rock Creek Stabilization Project			
<b>Scope of Work</b> Survey, Environmental Permitting, Engineering, Construction Admin.			
<b>Project Length</b> 300.00 Linear Feet			
<b>Consultant</b> Volkert, Inc.			
<b>Fee Proposal (Engineering)</b>			
<b>PERSONNEL COST</b>			
	Man-hours x Hourly Rate		
Project Manager (10% of Eng.)	11.13	\$ 190.00	\$ 2,114.70
Staff 2 Professional	111.25	\$ 150.00	\$ 16,687.50
Engineering Technician/CADD	90.75	\$ 70.00	\$ 6,352.50
Clerical	0.00	\$ 70.00	\$ -
	<b>Total Direct Labor</b>		\$ 25,154.70
Combined Overhead (%)	0.00		\$ -
Out-of-Pocket Expenses**			\$ 176.55
	<b>Sub-Total</b>		\$ 25,331.25
Operating Margin (included in hourly rate)			\$ -
	<b>Sub-Total</b>		\$ 25,331.25
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
	<b>Sub-Total</b>		\$ 25,331.25
Facilities Capital Cost of Money (% of Direct Labor)	0.00		\$ -
	<b>TOTAL FEE</b>		\$ 25,331.25

\*\*See Grand Total Fee sheet

<b>Project No.</b> TBD			
<b>City</b> Fairhope			
<b>Description</b> Rock Creek Stabilization Project			
<b>Scope of Work</b> Survey, Environmental Permitting, Engineering, Construction Admin.			
<b>Project Length</b> 300.00 Linear Feet			
<b>Consultant</b> Volkert, Inc.			
<b>Fee Proposal (Hydraulic Modeling)</b>			
<b>PERSONNEL COST</b>			
	Man-hours x Hourly Rate		
Project Manager (10% of Eng.)	4.60	\$ 190.00	\$ 874.00
Staff 2 Professional	46.00	\$ 150.00	\$ 6,900.00
Engineering Technician/CADD	6.00	\$ 70.00	\$ 420.00
Clerical	0.00	\$ 70.00	\$ -
	<b>Total Direct Labor</b>		<b>\$ 8,194.00</b>
Combined Overhead (%)	0.00		\$ -
Out-of-pocket Expenses**			\$ -
	<b>Sub-Total</b>		<b>\$ 8,194.00</b>
Operating Margin (included in hourly rate)			\$ -
	<b>Sub-Total</b>		<b>\$ 8,194.00</b>
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
Hydro-Engineering Solutions (included in above)			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
	<b>Sub-Total</b>		<b>\$ 8,194.00</b>
Facilities Capital Cost of Money (% of Direct Labor)	0.00		\$ -
	<b>TOTAL FEE</b>		<b>\$ 8,194.00</b>

\*\*See Grand Total Fee sheet

Project Number <u>TBD</u>	CPMS # _____
City <u>Fairhope</u>	_____
Description <u>Rock Creek Stabilization Project</u>	_____
Scope of work <u>Survey, Environmental Permitting, Engineering,</u>	_____
Length <u>300.00</u> Linear Feet	_____
Consultant <u>Volkert, Inc.</u>	

Engineering Plans SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-HOURS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
TITLE SHEET	1.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
<b>GEOMETRIC LAYOUT/SURVEY CONTROL</b>	1.00	1.00	1.00	2.00	2.00
Project Note Sheet (Project)	1.00	1.00	1.00	1.00	1.00
Project Note Sheet TCP	1.00	1.00	1.00	1.00	1.00
PROJECT NOTE SHEET (Signage)	0.00	0.00	0.00	0.00	0.00
Project Note Sheet (signals)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (ITS)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Lighting)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Traffic Loops)	0.00	0.00	0.00	0.00	0.00
PLANS LEGEND & ABBREVIATIONS	1.00	0.00	0.00	0.50	0.50
<b>TYPICAL SECTIONS</b>					
Main Channel	2.00	2.00	4.00	4.00	8.00
Temp Access	0.00	0.00	0.00	0.00	0.00
Project details	3.00	1.00	3.00	2.00	6.00
	0.00	0.00	0.00	0.00	0.00
<b>SUMMARY SHEET</b>					
Main Summary	1.00	8.00	8.00	8.00	8.00
<b>SUMMARY BOX SHEETS</b>					
Roadway Drainage (non-culvert)	0.00	0.00	0.00	0.00	0.00
Culvert Extension, New Culvert	0.00	0.00	0.00	0.00	0.00
Bridge Culvert Extension, New Bridge Culvert	0.00	0.00	0.00	0.00	0.00
Guardrail/End Anchors	0.00	0.00	0.00	0.00	0.00
Slope Paving (Under Bridges)	0.25	1.00	0.25	1.00	0.25
Side Drain Pipe	0.00	0.00	0.00	0.00	0.00
Signing	0.00	0.00	0.00	0.00	0.00
Base & Pavement	0.00	0.00	0.00	0.00	0.00
Bridge	0.00	0.00	0.00	0.00	0.00
Striping & Pavement Markings	0.00	0.00	0.00	0.00	0.00
Curb & Gutter	0.00	0.00	0.00	0.00	0.00
Bridge End Slabs	0.00	0.00	0.00	0.00	0.00
Roadway Lighting	0.00	0.00	0.00	0.00	0.00
Signals	0.00	0.00	0.00	0.00	0.00
ITS	0.00	0.00	0.00	0.00	0.00
Sidewalk	0.00	0.00	0.00	0.00	0.00
Slope Paving (Ditches)/Ditch Summary	0.00	0.00	0.00	0.00	0.00
Concrete Safety Barrier	0.00	0.00	0.00	0.00	0.00
Retaining Wall	0.00	0.00	0.00	0.00	0.00
Misc. Boxes	0.25	2.00	0.50	2.00	0.50
Erosion Control	0.25	2.00	0.50	2.00	0.50

Engineering Plans SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-HOURS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
Removal Items	0.00	0.00	0.00	0.00	0.00



Engineering Plans SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-HOURS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
Utility Relocation	0.25	2.00	0.50	2.00	0.50
	0.00	0.00	0.00	0.00	0.00
<b>PLAN &amp; PROFILE</b>					
Rock Creek	1.00	24.00	24.00	12.00	12.00
Access Road	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
<b>UTILITY PROTECTION PLAN AND DETAILS</b>					
Sanitary Sewer Line	1.00	4.00	4.00	2.00	2.00
Utility Details	1.00	4.00	4.00	4.00	4.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
<b>SEQUENCE OF CONSTRUCTION</b>					
Sequence of Construction	1.00	8.00	8.00	3.00	3.00
Special Drawings	1.00	2.00	2.00	2.00	2.00
	0.00	0.00	0.00	0.00	0.00

Engineering Plans SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-HOURS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
<b>EROSION CONTROL</b>					
Legend & Sequence	1.00	0.00	0.00	0.00	0.00
Erosion Control Plan - Construction Phase	3.00	1.50	4.50	1.50	4.50
CBMPP & NOI	1.00	5.00	5.00	3.00	3.00
<b>CROSS SECTIONS</b>					
Rock Creek (@25' O.C.)	16.00	1.50	24.00	1.00	16.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
<b>REVIEW COMMENTS</b>					
30% Review			4.00		4.00
90% Inspection			2.00		2.00
<b>Cost Estimates</b>					
Coordination meetings (2@ 4 hours)			2.00		2.00
			8.00		8.00
<b>SUB-TOTAL</b>	<b>38.00</b>		<b>111.25</b>		<b>90.75</b>
10% Supervision			11.13		
<b>Engineering TOTALS</b>	<b>38.00</b>		<b>111.25</b>		<b>90.75</b>
<b>HYDRAULIC MODELING</b>					
Basin delineation, estimation of Time of Concer	1.00	2.00	2.00	2.00	2.00
Prepare Hec-Ras Model	1.00	4.00	4.00	0.00	0.00
Prepare FESWMS Model for Preferred Alt.	1.00	24.00	24.00	0.00	0.00
Prepare Summary of Flows, Shear, & Velocity	1.00	16.00	16.00	4.00	4.00
	0.00	0.00	0.00	0.00	0.00
<b>HYDRAULIC MODELING TOTAL</b>	<b>4.00</b>		<b>46.00</b>		<b>6.00</b>

**Project No.** TBD  
**City** Fairhope  
**Description** Rock Creek Stabilization Project  
**Scope of Work** Survey, Environmental Permitting, Engineering, Construction Admin.  
**Project Length** 300.00 Linear Feet  
  
**Consultant** Volkert, Inc.

**Out-of-pocket Expenses (Engineering)**

<b>TRAVEL COST</b>				
<b>Mileage Cost</b>	<b>Trips</b>	<b>Miles/Trip</b>	<b>\$/Mile</b>	<b>Total</b>
	5	66	\$0.535	\$ 176.55
	0	0	\$1.000	\$ -
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
<b>Total Mileage Cost</b>				<b>\$ 176.55</b>

<b>Subsistence Cost</b>	<b>Days</b>	<b># People</b>	<b>\$/Day</b>	<b>Total</b>
Assumes approximately project length of 300 linear feet of stream	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
<b>Total Subsistence Cost</b>				<b>\$ -</b>
<b>Total Travel Cost</b>				<b>\$ 176.55</b>

<b>PRINTING / REPRODUCTION COST</b>					
<b>Type of printing/reproduction</b>	<b># of Sets</b>	<b>Sheets/Set</b>	<b>Total Sheets</b>	<b>Cost/Sheet</b>	<b>Total</b>
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
	0	0	0	\$ -	\$ -
<b>Total Printing/Reproduction Cost</b>					<b>\$ -</b>

<b>Communication Cost (telephone, fax, etc.)</b>	<b>Total</b>
	<b>\$ -</b>

<b>Postage Cost (overnight, stamps, etc.)</b>	<b>Total</b>
	<b>\$ -</b>

<b>Other (provide description on next line)</b>	<b>Total</b>
	<b>\$ -</b>

**Total Out-of-pocket Expenses \$ 176.55**

**Comments:**

\*\*\*You must have ALDOT approval for ANY overnight trips of less than 100 miles.

<b>Project No.</b> TBD			
<b>City</b> Fairhope			
<b>Description</b> Rock Creek Stabilization Project			
<b>Scope of Work</b> Survey, Environmental Permitting, Engineering, Construction Admin.			
<b>Project Length</b> 300.00 Linear Feet			
<b>Consultant</b> Volkert, Inc.			
<b>Environmental Permitting (Design Phase Fee)</b>			
<b>PERSONNEL COST</b>			
	Man-Hours x Hourly Rate		
Project Manager (10% of Principal)	1.10	\$ 190.00	\$ 209.00
Environmental Project Manager	11.00	\$ 190.00	\$ 2,090.00
Environmental Engineer /Staff 2 Professional	42.00	\$ 150.00	\$ 6,300.00
	<b>Total Direct Labor</b>		<b>\$ 8,599.00</b>
<b>Combined Overhead (%)</b>			\$ -
<b>Out-of-Pocket Expenses**</b>			\$ -
<b>of 300 linear feet of stream and bank stabilization</b>		<b>Sub-Total</b>	<b>\$ 8,599.00</b>
<b>Operating Margin (included in hourly rate)</b>			\$ -
		<b>Sub-Total</b>	<b>\$ 8,599.00</b>
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
			\$ -
			\$ -
			\$ -
<b>Subconsultant Administration Expense (5%)</b>			\$ -
		<b>Sub-Total</b>	<b>\$ 8,599.00</b>
<b>Facilities Capital Cost of Money (% of Direct Labor)</b>	0.00		\$ -
		<b>TOTAL FEE</b>	<b>\$ 8,599.00</b>

\*\*See Grand Total Fee sheet

Fee Includes Coordination Necessary with ADEM and USACE for Permitting

<p><b>Project No.</b> TBD</p> <p><b>City</b> Fairhope</p> <p><b>Description</b> Rock Creek Stabilization Project</p> <p><b>Scope of Work</b> Survey, Environmental Permitting, Engineering, Construction Admin.</p> <p><b>Project Length</b> 300 Linear Feet</p> <p><b>Consultant</b> Volkert, Inc.</p>			
<p><b>Environmental Permitting (Design Phase)</b></p>		<p><b>Project Manager</b></p>	<p><b>Engineer</b></p>
<p><b>ENVIRONMENTAL DELINEATION AND PERMITTING</b></p>			
Wetland Delineation (approx. 1 acre estimated)	1.00		
Wetland Delineation	4.00	16.00	
<b>USACE Coordination and Nationwide 27 Application</b>			
Application	2.00	10.00	
Data Gatherings	2.00	8.00	
Meetings	2.00	4.00	
Request for Additional Information from agencies	1.00	4.00	
<b>Total</b>	<b>11.00</b>	<b>42.00</b>	

<b>Project No.</b> <u>TBD</u>
<b>County</b> <u>Fairhope</u>
<b>Description</b> <u>Rock Creek Stabilization Project</u>
<b>Scope of Work</b> <u>Survey, Environmental Permitting, Engineering, Construction Admin.</u>
<b>Project Length</b> <u>300.00</u> Linear Feet
<b>Consultant</b> <u>Volkert, Inc.</u>
<b>PROJECT SCOPE</b>

<b>Volkert Scope</b>
<b>City of Fairhope Scope</b>
The city will provide upon request existing hydraulic or hydrologic studies for the area (if available) The city will also provide existing bridge inspection reports (if available) The city will pay all applicable permit fees (permit fees are not included in this proposal)
<b>Assumptions</b>
Assumes approximately project length of 300 linear feet of stream and bank stabilization

RESOLUTION NO. \_\_\_\_\_

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** that Mayor Karin Wilson is hereby authorized to approve Amendment No. 2 to the Contract for Professional Engineering Services, for RFQ No. PS001-17 (Project No. PW001-17) for Fly Creek Marina Seawall Improvements 2017, with FMS Engineering Services, Inc., at a cost of the amendment not to exceed \$4,000.00; and a total contract not to exceed \$13,000.

DULY ADOPTED THIS 11TH DAY OF SEPTEMBER, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

# City of Fairhope Project Funding Request



Issuing Date 8/24/2017

Please return this Routing Sheet to Treasurer by

8/24/2017

Project Name: **Contract for Professional Engineering Services for Fly Creek Marina Seawall Improvements project PW001-17  
 CHANGE ORDER NO. 2**

Project Location: Fly Creek Marina

Presented to City Council: 9/11/2017      Approved \_\_\_\_\_ Changed \_\_\_\_\_ Rejected \_\_\_\_\_

Project Cash Requirement Submitted for Approval:      Cost: Not to exceed \$4,000      Prev amount = \$9,000  
 Total contract not to exceed \$13,000

Providers: FMS Engineering Services, Inc.

Project Engineer: FMS Engineering Services, Inc.

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

Department Funding This Project								
General	Gas	Electric	Water	Sewer	Gas Tax	Cap. Proj.	xx	Impact

Division of General Fund Funding This Project							
Admin 10	Police 15	Fire 20	Rec 25	Adult Rec 30	Street 35	San 40	Debt Service 85

Expense Code: 103-55867      Revenue Code \_\_\_\_\_

Project will be:      Expensed xx  
                          Capitalized \_\_\_\_\_

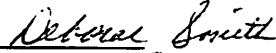


Project Financed By:  
 Grant: \_\_\_\_\_ Federal - not to exceed amount  
                          \_\_\_\_\_ State  
                          \_\_\_\_\_ City

Project Budgeted: Yes

(Over) Under budget amount: \_\_\_\_\_

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
 Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
 Capital Lease: \_\_\_\_\_ Payment \_\_\_\_\_ Term \_\_\_\_\_

Funding: Capital Project Funds

City Council prior approval	<u>4/24/2017</u>	Request approved by City Treasurer	
Request received by City Treasurer	<u>8/24/2017</u>	Request approved by Finance Director	
Received by Finance Department	<u>8/25/17</u>	Request approved by Mayor	
Received by Mayor	<u>8/30/17</u>		

Contact Person: Richard Peterson





## MEMO

Karin Wilson  
Mayor

To: Deborah Smith, Treasurer  
From: Delores A Brandt  
Delores A Brandt, Purchasing Clerk  
For Daniel P. Ames, Purchasing Manager

*Council Members*

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Deborah A. Smith, CPA  
City Treasurer

Date: August 16, 2017

Re: Requesting greensheet and City Council approving **Amendment No. 2** to the Contract for **RFQ No. PS001-17, Professional Engineering Services for Fly Creek Marina Seawall Improvements 2017**

The Public Works Department has requested amending the contract for **RFQ No. PS001-17, Professional Engineering Services for Fly Creek Marina Seawall Improvements 2017** (see attached), with FMS Engineering Services, Inc. The purpose of this amendment is to extend the consulting services to cover additional needed engineering services for **Project No. PW001-17, Fly Creek Marina Sea Wall Improvements 2017**. The cost of this Amendment is not to exceed **FOUR THOUSAND DOLLARS (\$4,000.00)**. The original Contract was executed on January 10, 2017, in the amount of FIVE THOUSAND TWO HUNDRED DOLLARS (**\$5,200.00**), then Amendment #1 was executed on February 27, 2017 in the not to exceed amount of THREE THOUSAND EIGHT HUNDRED DOLLARS (\$3,800). If approved, the Amended Contract new total will be an amount not to exceed Thirteen Thousand Dollars (**\$13,000.00**).

**Please compose a greensheet and move this forward to the next available City Council agenda to approve Amendment No. 2 to the Contract for RFQ No. PS001-17, Professional Engineering Services for Fly Creek Marina Seawall Improvements 2017, at a cost of the Amendment not to exceed \$4,000.00; and to authorize the Mayor to execute the contract amendment.**

Cc: file

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36535

251-928-2156

251-928-6776 Fax

[www.fairhopeal.gov](http://www.fairhopeal.gov)

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# FMS

## ENGINEERING, LLC

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August 3, 2017

City of Fairhope Purchasing Dept.  
Attn: Dan Ames, Purchasing Manager  
P.O. Drawer 429  
Fairhope, Alabama 36533

**Subject:**     **ADDENDUM #2 for Engineering Services**  
                  **RFQ PS001-17 Fly Creek Marina Seawall Repair**  
                  *FMS Proposal No. 16211*

Mr. Ames:

FMS Engineering, LLC appreciates the opportunity to provide this Proposal Addendum #2 for structural engineering services.

**Scope Addendum:** With regard to the scope described in previous proposals, the scope should be amended to include the additional discovery made once the existing fuel dock framing was removed:

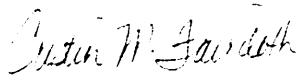
- Extensive erosion has occurred behind the existing bulkhead adjacent to the dock. The loss of grade has caused some of the existing piles to be unusable.
- A new bulkhead must be installed to replace the deteriorated existing bulkhead. The new bulkhead will prevent further erosion from behind the wall.
- Consultation will be provided for grouting below the existing fuel tank concrete pad. The erosion has created an extensive void below the pad. Most of the grade supporting the slab has eroded away.
- It was further discovered that the concrete adjacent to the travel lift track beam no longer has pile or grade support. Consultation will be made to provide for adequate support below the concrete pad.

**Deliverables :** Deliverables for this project will include design drawings of adequate detail to allow fabrication and installation of the fuel dock .

**Budget :** The proposed budget addendum is being submitted for approval on a time and materials not-to-exceed format. The requested budget for engineering services as described herein is **\$ 4,000.**

FMS Engineering, LLC appreciates the opportunity to provide this proposal. If you have any questions or require additional information, please do not hesitate to contact me.

Kindest Regards,



Cristin Faircloth, P.E.  
Principal Engineer / LLC Member  
FMS Engineering, LLC  
2509 Commercial Park Dr.  
Mobile, AL 36606

RESOLUTION NO. \_\_\_\_\_

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** That Mayor Karin Wilson is hereby authorized to execute Change Order No. 1 to Bid No. 026-16, Cleaning and Inspection of Sanitary Sewer Mains, Project SEW002-16 in the amount of (\$39,784.79); award of the Change Order to Smith Industrial Service, Inc. administered by Volkert, Inc.

Adopted on this 11th day of SEPTEMBER, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

## City of Fairhope Project Funding Request

Issuing Date 8/24/2017

Please return this Routing Sheet to Treasurer by

**AUG 30 17 02:50**  
8/24/2017

Project Name: <b>Change Order No. 1 - Bid No. 026-16 - Cleaning and Inspection of Sanitary Sewer Mains</b>	SEW 002-16
------------------------------------------------------------------------------------------------------------	------------

Project Location: Sewer Dept

Presented to City Council: 9/11/2017      Approved \_\_\_\_\_ Changed \_\_\_\_\_ Rejected \_\_\_\_\_

Project Cash Requirement Submitted for Approval:      Cost: (\$39,784.79)

Providers: Smith Industrial Services, Inc.

Project Engineer: Volkert, Inc.

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

Department Funding This Project							
General	Gas	Electric	Water	Sewer xx	Gas Tax	Cap, Proj.	Impact

Division of General Fund Funding This Project							
Admin 10	Police 15	Fire 20	Rec 25	Adult Rec 30	Street 35	San 40	Golf 50

Expense Code: <u>004-16055</u>	Revenue Code _____
--------------------------------	--------------------

Project will be:      Expensed \_\_\_\_\_  
                                  Capitalized xx

**Project Financed By:**  
 Grant: \_\_\_\_\_ Federal - not to exceed amount  
                                  \_\_\_\_\_ State  
                                  \_\_\_\_\_ City

Project Budgeted: Yes

(Over) Under budget amount: \_\_\_\_\_

**Bond:** \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
**Loan:** \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
**Capital Lease:** \_\_\_\_\_ Payment \_\_\_\_\_ Term \_\_\_\_\_

Funding: Operating funds

City Council prior approval	<u>4/24/2017</u>	
Request received by City Treasurer	<u>8/24/2017</u>	Request approved by City Treasurer <u><i>Deborah Smith</i></u>
Received by Finance Department	<u>8/25/17</u>	Request approved by Finance Director <u><i>[Signature]</i></u>
Received by Mayor	<u>8/30/17</u>	Request approved by Mayor <u><i>[Signature]</i></u>

Contact Person: Dan McCrory



## MEMO

To: Deborah Smith, Treasurer  
From: Delores A Brandt  
Delores A Brandt, Purchasing Clerk  
For Daniel P. Ames, Purchasing Manager

Karin Wilson  
Mayor

*Council Members*

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Deborah A. Smith, CPA  
City Treasurer

Date: August 16, 2017

Re: Placing Change Order No. 1 to Bid No. 026-16 Cleaning and Inspection of Sanitary Sewer Mains, Project SEW002-16 administered by Volkert, Inc. on City Council agenda

Concerning ongoing Project SEW002-16 Cleaning and Inspection of Sanitary Sewer Mains which is an annual contract based on quantities to rehabilitate:

The Engineer of Record recommends and approves the scope of work estimated for this Contract be **reduced** due to differences in estimated work order quantities, and actual quantities, and resulting in a monetary deductive change to the Contract. The difference in the cost of this Change Order No. 001 will be minus THIRTY-NINE THOUSAND, SEVEN HUNDRED EIGHTY-FOUR DOLLARS AND SEVENTY-NINE CENTS. The Contract amount changes from EIGHTY-ONE THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$81,550.00) to FORTY-ONE THOUSAND SEVEN HUNDRED SIXTY-FIVE DOLLARS AND TWENTY-ONE CENTS (\$41,765.21).

**Please place on this City Council Agenda this request for approval of Change Order No.001 to Bid No. 026-16 Cleaning and Inspection of Sanitary Sewer Mains, Project SEW002-16 In the amount of -\$39,784.79); award of the Change Order to SMITH INDUSTRIAL SERVICE, INC. and authorization of the Mayor to execute Change Order No. 001 (see attached change order form).**

Cc: file

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36553

251-928-2136

251-928-6776 Fax

[www.fairhopeal.gov](http://www.fairhopeal.gov)

Printed on recycled paper



**Volkert, Inc.**  
3809 Moffett Road (36618)  
P.O. Box 7434  
Mobile, AL 36670-0434

Office 251.342.1070  
Fax 251.342.0962  
[volkert@volkert.com](mailto:volkert@volkert.com)

[www.volkert.com](http://www.volkert.com)

August 16, 2017

**Contract No. SEW002-16/Bid No. 026-16**  
**(Volkert Project No. 630106-A)**  
Cleaning and Inspection of Sanitary Sewer Mains

**Contract No. SEW003-16/Bid No. 027-17**  
**(Volkert Project No. 630106-B)**  
Cured-in-Place Pipe (CIPP) for Sanitary Sewer Mains

Mr. Dan Ames  
Purchasing Manager  
The City of Fairhope, Alabama  
161 N. Section Street  
Fairhope, AL 36532

Dear Mr. Ames:

Enclosed are proposed change orders for the referenced Annual "Clean and Video" and "Cured in Place Pipe" sanitary sewer rehabilitation contracts based on the final quantities to rehabilitate the sanitary sewer system in the Valley Street basin area of the Fairhope sanitary sewer collection system for the first year of the annual contracts. The purpose of these proposed change orders is to balance the quantities that were actually used as compared to the estimated quantities included in each of these annual contracts to assist with balancing the allocated funds for the current budget year.

These contracts are annual type contracts that include estimated quantities for the purpose of determining a low responsive bidder. The contracts are used on an "as needed" basis to identify deficient areas of the sanitary sewer system and to then rehabilitate the deteriorated areas. Work orders are issued and funds allocated by the City Council based on the established contract unit prices and estimated work order quantities.

The quantities established in the proposal for bidding purposes typically do not match the quantities used each year since a bid item for every circumstance is developed for pricing yet may not be used during the year of working in the system. Additionally, the final quantities for the rehabilitation work typically do not match the estimated work order quantities issued because the actual discovered conditions often vary and need to be addressed while the contractor is mobilized and performing the work.

**Office Locations:**

Birmingham, Foley, Mobile, Montgomery, Alabama • Chipley, Ft. Myers, Gainesville, Pensacola, Tampa, Florida  
Atlanta, Columbus, Georgia • Collinsville, Wheaton, Illinois • Baton Rouge, New Orleans, Slidell, Louisiana  
Jackson, Mississippi • Jefferson City, Missouri • Raleigh, North Carolina • Harrisburg, Pennsylvania  
Chattanooga, Nashville, Tennessee • Alexandria, Chesapeake, Virginia • Washington, D.C.

U:\Projects\630 - Fairhope\106 - SS Rehab Specs\08-16-17 - Final Chg Orders to Fhope.doc



The following is a summary of the estimated versus actual amounts completed with these contracts:

<u>Contract</u>	<u>Original Contract Amount</u>	<u>Final Works Orders Completed Amount</u>	<u>Difference</u>
1. Cleaning & Inspection	\$81,550.00	\$41,765.21	(\$39,784.79)
2. CIPP	\$341,350.00	\$369,169.60	\$27,819.60
<b>Total</b>	<b>\$422,900.00</b>	<b>\$410,934.81</b>	<b>(\$11,965.19)</b>

As noted, the net amount difference for both annual contracts is an underrun of \$11,965.19 from the amount of allocated funds for this work during the current budget year. We recommend approval of both of these change orders.

Please let me know if you have any questions regarding these items.

Sincerely,



Tim E. Patton, P.E.  
Vice President

/kvd

Enclosures



The City of Fairhope, Alabama

DATE: August 1, 2017

**AUTHORITY FOR ADDITIONS, ALTERATIONS AND OMISSIONS ON CONSTRUCTION WORK UNDER CONTRACT:**

CONTRACT NO.: 630106-A  
(SEW002-16/Bid No. 026-16)

Cleaning and Inspection of Sanitary Sewer Mains

CHANGE ORDER NO.: 1 (FINAL)

**Contractor:**

CONTRACT AMOUNT: \$81,550.00

Smith Industrial Service, Inc.  
2001 W I-65 Service Road North  
Mobile, AL 36618

PREVIOUS CHANGE ORDERS AMOUNT: 0

THIS CHANGE ORDER AMOUNT: -\$39,784.79

ORIGINAL CONTRACT DAYS: 365  
ADDITIONAL CONTRACT DAYS PREVIOUS CO: 0  
ADDITIONAL CONTRACT DAYS THIS CO: 0  
REVISED CONTRACT DAYS: 365

REVISED CONTRACT AMOUNT: \$41,765.21

PERCENT OF CONTRACT AMOUNT: (48.79%)

**DESCRIPTION:**

- |                                                                                                                                                                                                        |                   |                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------------------|
| 1. Revise Contract quantities to "as-built" conditions for the 2016-2017 budget year (see Attachment "A"). The estimated contract quantities and amount for each annual budget year remains unchanged. | <u>Unit</u><br>LS | <u>Cost:</u><br>(\$39,784.79) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------------------|

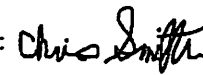
**TOTAL CHANGE ORDER NO. 1 (FINAL) (\$39,784.79)**

**REASON:**

- This is an annual contract that includes estimated quantities for performing cleaning and closed circuit TV inspection of various sanitary sewer main diameters and conditions based on work orders for various areas. The deduct amount includes the difference in the estimated annual quantities and corresponding contract unit prices for the 2016-2017 budget year as compared to the actual quantities of work completed during the 2016-2017 budget year in the Valley Street sanitary sewer system basin.

**RECOMMENDED:**

  
\_\_\_\_\_  
Volkeft, Inc.

ACCEPTED: 

**Chris Smith, President** 8/15/17  
\_\_\_\_\_  
Smith Industrial Service, Inc.

**APPROVED:**

\_\_\_\_\_  
The City of Fairhope, Alabama

**THE CITY OF FAIRHOPE, AL**

**"Attachment A"**

Contract No.: **630106-A (SEW002-16/Bid No. 026-16)**  
 Title: **Cleaning and Inspection of Sanitary Sewer Mains**  
 Contractor: **Smith Industrial Service, Inc.**

Original Contract Amount: **\$81,550.00**  
 Change Order No. 1: (FINAL - Over/Under): **-\$39,784.79**  
 Revised Contract Amount: **\$41,765.21**

ITEM NO.	DESCRIPTION OF ITEM	UNIT	PLAN QTY.	ESTIMATED		TO DATE		OVER/(UNDER)		REMARKS
				UNIT PRICE	TOTAL AMOUNT	QTY.	TOTAL AMOUNT	QTY.	TOTAL AMOUNT	
SS-2A	6" dia. Sanitary Sewer Light Cleaning & Post-Cleaning TV Inspection	LF	3,000	\$1.91	\$5,730.00	0	\$0.00	(3000)	(\$5,730.00)	
SS-2B	6" dia. Sanitary Sewer Heavy Cleaning & Post-Cleaning TV Inspection	LF	1,000	\$1.91	\$1,910.00	0	\$0.00	(1000)	(\$1,910.00)	
SS-2C	8" dia. Sanitary Sewer Light Cleaning & Post-Cleaning TV Inspection	LF	21,000	\$1.91	\$40,110.00	21866.6	\$41,765.21	866.6	\$1,655.21	
SS-2D	8" dia. Sanitary Sewer Heavy Cleaning & Post-Cleaning TV Inspection	LF	3,000	\$2.50	\$7,500.00	0	\$0.00	(3000)	(\$7,500.00)	
SS-2E	10" dia. Sanitary Sewer Light Cleaning & Post-Cleaning TV Inspection	LF	7,000	\$1.91	\$13,370.00	0	\$0.00	(7000)	(\$13,370.00)	
SS-2F	10" dia. Sanitary Sewer Heavy Cleaning & Post-Cleaning TV Inspection	LF	1,000	\$2.50	\$2,500.00	0	\$0.00	(1000)	(\$2,500.00)	
SS-2G	12" dia. Sanitary Sewer Light Cleaning & Post-Cleaning TV Inspection	LF	3,000	\$2.50	\$7,500.00	0	\$0.00	(3000)	(\$7,500.00)	
SS-2H	12" dia. Sanitary Sewer Heavy Cleaning & Post-Cleaning TV Inspection	LF	1,000	\$2.93	\$2,930.00	0	\$0.00	(1000)	(\$2,930.00)	
<b>TOTAL AMOUNT</b>					<b>\$81,550.00</b>		<b>\$41,765.21</b>		<b>(\$39,784.79)</b>	

RESOLUTION NO. \_\_\_\_\_

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** That Mayor Karin Wilson is hereby authorized to execute Change Order No. 1 to Bid No. 027-17, Cured-In-Place Pipe (CIPP) for Sanitary Sewer Mains in the amount of \$27,819.60 award of the Change Order to Suncoast Infrastructure, Inc.

Adopted on this 11th day of SEPTEMBER, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

# City of Fairhope Project Funding Request

AUG 30 '17 PM 2:50

Issuing Date 8/24/2017

Please return this Routing Sheet to Treasurer by

8/24/2017 *JAA*

Project Name: <u>Change Order No. 1 - Bid 027-16 - Cured in Place Pipe (CIPP) for Sanitary Sewer Mains</u>	SEW 003-16
------------------------------------------------------------------------------------------------------------	------------

Project Location: Sewer Dept

Presented to City Council: 9/11/2017      Approved \_\_\_\_\_ Changed \_\_\_\_\_ Rejected \_\_\_\_\_

Project Cash Requirement Submitted for Approval:      Cost: \$27,819.60

Providers: Suncoast Infrastructure, Inc.

Project Engineer: Volkert, Inc.

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

Department Funding This Project

General	Gas	Electric	Water	Sewer xx	Gas Tax	Cap, Proj.	Impact
---------	-----	----------	-------	----------	---------	------------	--------

Division of General Fund Funding This Project

Admin 10 _____	Police 15 _____	Fire 20 _____	Rec 25 _____	Adult Rec 30 _____	Street 35 _____
San 40 _____	Golf 50 _____	Golf Grounds 55 _____	Debt Service 85 _____		

Expense Code: 004-16055      Revenue Code \_\_\_\_\_

Project will be:      Expensed \_\_\_\_\_  
Capitalized xx

Project Financed By:  
Grant: \_\_\_\_\_ Federal - not to exceed amount  
State  
City

Project Budgeted: Yes

(Over) Under budget amount: \_\_\_\_\_

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
Capital Lease: \_\_\_\_\_ Payment \_\_\_\_\_ Term \_\_\_\_\_

Funding: Operating funds

City Council prior approval	<u>4/24/2017</u>	Request approved by City Treasurer	<i>Debra Smith</i>
Request received by City Treasurer	<u>8/24/2017</u>	Request approved by Finance Director	<i>[Signature]</i>
Received by Finance Department	<u>9/25/17</u>	Request approved by Mayor	<i>[Signature]</i>
Received by Mayor	<u>9/30/17</u>		

Contact Person: Dan McCrory



## MEMO

To: Deborah Smith, Treasurer  
From: Delores A Brandt  
Delores A Brandt, Purchasing Clerk  
For Daniel P. Ames, Purchasing Manager

Karin Wilson  
Mayor

*Council Members*

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Deborah A. Smith, CPA  
City Treasurer

Date: August 16, 2017

Re: Placing Change Order No.1 Bid No. 027-<sup>17</sup>16 Cured-In-Place Pipe (CIPP) for  
Sanitary Sewer Mains on City Council agenda

Concerning ongoing Project No. SEW003-16 Cured-In-Place Pipe (CIPP) for Sanitary Sewer Mains, which is an annual contract based on discovered quantities to rehabilitate:

The Engineer of Record, Volkert, Inc., recommends and approves the scope of work be expanded to include additional work, not determined in the original scope of work. The cost of this Change Order No.1 will be TWENTY-SEVEN THOUSAND EIGHT HUNDRED NINETEEN DOLLARS AND SIXTY CENTS (\$27,819.60). This amount changes from THREE HUNDRED FORTY-ONE THOUSAND THREE HUNDRED AND FIFTY DOLLARS (\$341,350.00) increasing the Contract to THREE HUNDRED SIXTY-NINE THOUSAND ONE HUNDRED SIXTY-NINE DOLLARS AND SIXTY CENTS (\$369,169.60).

Please place on this City Council Agenda this request for approval of Change Order No.1, Bid No. 027-16 Cured-In-Place Pipe (CIPP) for Sanitary Sewer Mains in the amount of \$27,819.60 award of the Change Order to Suncoast Infrastructure, Inc. and authorization of the Mayor to execute Change Order No. 1 (see attached change order form).

Cc: file

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper



**Volkert, Inc.**  
3809 Moffett Road (36618)  
P.O. Box 7434  
Mobile, AL 36670-0434

Office 251.342.1070  
Fax 251.342.0962  
[volkert@volkert.com](mailto:volkert@volkert.com)

[www.volkert.com](http://www.volkert.com)

August 16, 2017

**Contract No. SEW002-16/Bid No. 026-16**  
**(Volkert Project No. 630106-A)**  
Cleaning and Inspection of Sanitary Sewer Mains

**Contract No. SEW003-16/Bid No. 027-17**  
**(Volkert Project No. 630106-B)**  
Cured-in-Place Pipe (CIPP) for Sanitary Sewer Mains

Mr. Dan Ames  
Purchasing Manager  
The City of Fairhope, Alabama  
161 N. Section Street  
Fairhope, AL 36532

Dear Mr. Ames:

Enclosed are proposed change orders for the referenced Annual "Clean and Video" and "Cured in Place Pipe" sanitary sewer rehabilitation contracts based on the final quantities to rehabilitate the sanitary sewer system in the Valley Street basin area of the Fairhope sanitary sewer collection system for the first year of the annual contracts. The purpose of these proposed change orders is to balance the quantities that were actually used as compared to the estimated quantities included in each of these annual contracts to assist with balancing the allocated funds for the current budget year.

These contracts are annual type contracts that include estimated quantities for the purpose of determining a low responsive bidder. The contracts are used on an "as needed" basis to identify deficient areas of the sanitary sewer system and to then rehabilitate the deteriorated areas. Work orders are issued and funds allocated by the City Council based on the established contract unit prices and estimated work order quantities.

The quantities established in the proposal for bidding purposes typically do not match the quantities used each year since a bid item for every circumstance is developed for pricing yet may not be used during the year of working in the system. Additionally, the final quantities for the rehabilitation work typically do not match the estimated work order quantities issued because the actual discovered conditions often vary and need to be addressed while the contractor is mobilized and performing the work.

**Office Locations:**

Birmingham, Foley, Mobile, Montgomery, Alabama • Chipley, Ft. Myers, Gainesville, Pensacola, Tampa, Florida  
Atlanta, Columbus, Georgia • Collinsville, Wheaton, Illinois • Baton Rouge, New Orleans, Slidell, Louisiana  
Jackson, Mississippi • Jefferson City, Missouri • Raleigh, North Carolina • Harrisburg, Pennsylvania  
Chattanooga, Nashville, Tennessee • Alexandria, Chesapeake, Virginia • Washington, D.C.




The following is a summary of the estimated versus actual amounts completed with these contracts:

<u>Contract</u>	<u>Original Contract Amount</u>	<u>Final Works Orders Completed Amount</u>	<u>Difference</u>
1. Cleaning & Inspection	\$81,550.00	\$41,765.21	(\$39,784.79)
2. CIPP	\$341,350.00	\$369,169.60	\$27,819.60
<b>Total</b>	<b>\$422,900.00</b>	<b>\$410,934.81</b>	<b>(\$11,965.19)</b>

As noted, the net amount difference for both annual contracts is an underrun of \$11,965.19 from the amount of allocated funds for this work during the current budget year. We recommend approval of both of these change orders.

Please let me know if you have any questions regarding these items.

Sincerely,



Tim E. Patton, P.E.  
Vice President

/kvd

Enclosures

The City of Fairhope, Alabama

DATE: August 1, 2017

**AUTHORITY FOR ADDITIONS, ALTERATIONS AND OMISSIONS ON CONSTRUCTION WORK UNDER CONTRACT:**

CONTRACT NO.: 630106-B  
(SEW003-16/Bid No. 027-17)

Cured-in-Place Pipe (CIPP) for Various Sanitary Sewer Mains

CHANGE ORDER NO.: 1 (FINAL)

**Contractor:**

CONTRACT AMOUNT: \$341,350.00

Suncoast Infrastructure, Inc.  
P.O. Box 397  
Florence, MS 39073

PREVIOUS CHANGE ORDERS AMOUNT: 0

THIS CHANGE ORDER AMOUNT: \$27,819.60

ORIGINAL CONTRACT DAYS: 365  
ADDITIONAL CONTRACT DAYS PREVIOUS CO: 0  
ADDITIONAL CONTRACT DAYS THIS CO: 0  
REVISED CONTRACT DAYS: 365

REVISED CONTRACT AMOUNT: \$369,169.60

PERCENT OF CONTRACT AMOUNT: 8.15%

**DESCRIPTION:**

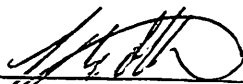
- |                                                                                                                                                                                                        |                   |                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------------------|
| 1. Revise Contract quantities to "as-built" conditions for the 2016-2017 budget year (see Attachment "A"). The estimated contract quantities and amount for each annual budget year remains unchanged. | <u>Unit</u><br>LS | <u>Cost:</u><br>\$27,819.60 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------------------|

**TOTAL CHANGE ORDER NO. 1 (FINAL) \$27,819.60**

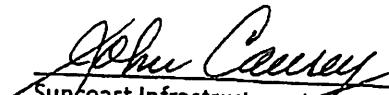
**REASON:**

1. This is an annual contract that includes estimated quantities for performing sanitary sewer main CIPP rehabilitation of various sanitary sewer main diameters, manhole rehabilitation and related items based on discovered conditions and related work orders for various areas where necessary to repair the sanitary sewer system. The additional amount includes the difference in the estimated annual quantities and corresponding contract unit prices for the 2016-2017 budget year as compared to the actual quantities of rehabilitation work completed during the 2016-2017 budget year in the Valley Street sanitary sewer system basin.

**RECOMMENDED:**

  
\_\_\_\_\_  
Volker, Inc.

**ACCEPTED:**

  
\_\_\_\_\_  
Suncoast Infrastructure, Inc.

**APPROVED:**

\_\_\_\_\_  
The City of Fairhope, Alabama



THE CITY OF FAIRHOPE, AL

"Attachment A"

Contract No.: 630106-B (SEW003-16/Bld No. 027-17)  
 Title: Cured-In-Place Pipe (CIPP) for Various Sanitary Sewer Mains  
 Contractor: Suncoast Infrastructure, Inc.

Original Contract Amount: \$341,350.00  
 Change Order No. 1: (FINAL - Over/Under): \$27,819.60  
 Revised Contract Amount: \$369,169.60

ITEM NO.	DESCRIPTION OF ITEM	UNIT	PLAN QTY.	ESTIMATED		TO DATE		OVER/(UNDER)		REMARKS
				UNIT PRICE	TOTAL AMOUNT	QTY.	TOTAL AMOUNT	QTY.	TOTAL AMOUNT	
SS-1A	8" CIPP Mainline Rehabilitation (6.0 MM)	LF	6,500	\$25.05	\$162,825.00	12964	\$324,748.20	6464	\$161,923.20	
SS-1B	10" CIPP Mainline Rehabilitation (6.0 MM)	LF	1,500	\$27.85	\$41,775.00	0	\$0.00	(1500)	(\$41,775.00)	
SS-1C	10" CIPP Mainline Rehabilitation (7.5 MM)	LF	1,000	\$31.45	\$31,450.00	0	\$0.00	(1000)	(\$31,450.00)	
SS-1D	12" CIPP Mainline Rehabilitation (7.5 MM)	LF	1,000	\$34.05	\$34,050.00	0	\$0.00	(1000)	(\$34,050.00)	
SS-1E	12" CIPP Mainline Rehabilitation (9.0 MM)	LF	500	\$37.55	\$18,775.00	0	\$0.00	(500)	(\$18,775.00)	
SS-2	Television Inspection	LF	10,500	\$3.15	\$33,075.00	12964	\$40,836.60	2464	\$7,761.60	
SS-5A	Bypass Pumping (6" ≤ dia. ≤ 12")	DAY	5	\$150.00	\$750.00	6	\$900.00	1	\$150.00	
SS-6	Remove Protruding Service	EA	10	\$150.00	\$1,500.00	7	\$1,050.00	(3)	(\$450.00)	
SS-7	Service Reinstatement	EA	50	\$1.00	\$50.00	130	\$130.00	80	\$80.00	
SS-8	Cementitious Manhole Rehabilitation	SF	1,000	\$17.10	\$17,100.00	88	\$1,504.80	(912)	(\$15,595.20)	
	<b>TOTAL AMOUNT</b>				\$341,350.00		\$369,169.60		\$27,819.60	

RESOLUTION NO. \_\_\_\_\_

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 1 of Bid No. 026-16, Cleaning and Inspection of Sanitary Sewer Mains with Smith Industrial Service, Inc. for an additional one year, as per the terms and conditions of the original contract. The annual bid for unit prices as listed on attached schedule with a not to exceed amount of \$81,550.00.

Adopted on this 11th day of SEPTEMBER, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

## City of Fairhope Project Funding Request

SEP 5 '17 AM 8:45  
8/30/2017 *[Signature]*

Issuing Date 8/30/2017

Please return this Routing Sheet to Treasurer by

Project Name:	<u>Extension No. 1 - Bid No. 026-16 - Cleaning and Inspection of Sanitary Sewer Mains</u>	<u>SEW 002-16</u>
	<u>Ext 1 of 2 For work to be performed through 12/31/18</u>	

Project Location: Sewer Dept.

Presented to City Council: 9/11/2017      Approved \_\_\_\_\_ Changed \_\_\_\_\_ Rejected \_\_\_\_\_

Project Cash Requirement Submitted for Approval:      Cost: \$81,550.00      Annual not to exceed amount  
Per unit pricing the same as in prior year bid  
See attached schedule

Providers: Smith Industrial Services, Inc.

Project Engineer: Volkert, Inc.

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

Department Funding This Project							
General	Gas	Electric	Water	Sewer <b>xx</b>	Gas Tax	Cap. Proj.	Impact

Division of General Fund Funding This Project							
Admin 10	Police 15	Fire 20	Rec 25	Adult Rec 30	Street 35		
	San 40	Golf 50	Golf Grounds 55	Debt Service 85			

Expense Code:	<u>004-16055</u>	Revenue Code	_____
---------------	------------------	--------------	-------

Project will be:      Expensed \_\_\_\_\_  
                          Capitalized xx

Project Financed By:  
 Grant: \_\_\_\_\_ Federal - not to exceed amount  
                          \_\_\_\_\_ State  
                          \_\_\_\_\_ City

Project Budgeted: Provided for in FY 2018 budget

(Over) Under budget amount: \_\_\_\_\_

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
 Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
 Capital Lease: \_\_\_\_\_ Payment \_\_\_\_\_ Term \_\_\_\_\_

Funding: Operating Funds

City Council prior approval	<u>4/24/2017</u>	Request approved by City Treasurer	<i>[Signature]</i>
Request received by City Treasurer	<u>8/30/2017</u>	Request approved by Finance Director	<i>[Signature]</i>
Received by Finance Department	<u>9/1/17</u>	Request approved by Mayor	<i>[Signature]</i>
Received by Mayor	<u>9/1/17</u>		

Contact Person: Dan McCrory



## MEMO

To: Deborah Smith, Treasurer  
From: Delores A Brandt  
Delores A Brandt, Purchasing Clerk  
For Daniel P. Ames, Purchasing Manager

Karin Wilson  
Mayor

*Council Members*

Kevin G. Boone

Robert A. Brown

Jack Burrell, A.C.M.O.

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Deborah A. Smith, CPA  
City Treasurer

Date: August 29, 2017

Re: **Requesting City Council approval of Extension No.1 of Bid No. 026-16, Cleaning and Inspection of Sanitary Sewer Mains**

The Engineer of Record, Volkert, Inc. has requested the **Extension #1 of Bid No.026-16 Cleaning and Inspection of Sanitary Sewer Mains** for one additional year beginning with the expiration of the Original time period, and will end on **September 19, 2018**. All existing terms and conditions, **including unit pricing**, will remain the same as the original contract. The original contract allows for Two (2) such extensions

If approved, the first extension will be with the awarded vendor, **Smith Industrial Service, Inc.** Of Mobile AL, for the Contract unit prices quoted on August 12, 2016, to Volkert, Inc, on behave of the City of Fairhope. The vendor is in agreement with the extension (see attached).

**Please place on the next available City Council Agenda this request to approve Extension No. 1 of Bid No. 026-16, Cleaning and Inspection of Sanitary Sewer Mains and authorize the Mayor to execute Contract Extension No. 1 with Smith Industrial Service, Inc.**

Cc: file

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper

City of Fairhope

Extension No. 1 of Contract for  
Bid No 026-16  
Cleaning and Inspection of Sanitary Sewer Mains

This EXTENSION NO.1 of CONTRACT ("Extension") is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, for the purpose of extending the contract known as **Bid No. 026-16 CLEANING AND INSPECTION OF SANITARY SEWER MAINS** dated **August 12, 2016** ("Original Contract") between the City of Fairhope and **SMITH INDUSTRIAL SERVICE, INC.** (the "Parties").

1. The Original Contract, which is attached hereto as a part of this Extension, is described below:

**Bid No. 026-16 CLEANING AND INSPECTION OF SANITARY SEWER MAINS**  
**Project SEW002-16 CLEANING AND INSPECTION OF SANITARY SEWER MAINS**

and will end on **December 31, 2017 at 11:59 p.m.**

2. The Parties agree to extend the Original Contract for an additional period, which will begin immediately upon the expiration of the original time period **December 31, 2017** and will end on **December 31, 2018, at 11:59 p.m.**

3. This Extension binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties. All other terms and conditions of the Original Contract, including pricing, remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Extension #1 as of the day and year first above written.

THE CITY OF FAIRHOPE, ALABAMA

ATTEST:

\_\_\_\_\_  
BY: Karin Wilson, Mayor

\_\_\_\_\_  
BY: Lisa A. Hanks, MMC, City Clerk

**NOTARY FOR THE CITY**

STATE OF ALABAMA}  
COUNTY OF BALDWIN}

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

Given under my hand and Notary Seal on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**CONTRACTOR**

**If Corporation, Partnership, or Joint Venture**

\_\_\_\_\_  
Name of Corporation, Partnership, or Joint Venture

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

\_\_\_\_\_  
(Position or Title)

\_\_\_\_\_  
(Business Mailing Address)

\_\_\_\_\_  
(Business Mailing Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(GENERAL CONTRACTOR'S LICENSE NUMBER)

\_\_\_\_\_  
Foreign Corporation Registration  
(Required of out-of-state-vendors)

**THIS MUST BE NOTARIZED!**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss:

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

\_\_\_\_\_, as \_\_\_\_\_  
(Type or Print name of bid signer here) (Type or Print bid signers Title here)

respectively, of \_\_\_\_\_  
(Type or Print company name here)

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

Given under my hand and Notaries Seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_/\_\_\_/\_\_\_

**RESOLUTION NO. \_\_\_\_\_**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 1 of Bid No. 027-17, Cured-In-Place Pipe (CIPP) for Sanitary Sewer Mains for an additional one year as per the terms and conditions of the original contract. The annual bid for unit prices as listed on attached schedule with a not to exceed amount of \$341,350.00.

Adopted on this 11th day of SEPTEMBER, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

# City of Fairhope Project Funding Request

Issuing Date 8/30/2017

Please return this Routing Sheet to Treasurer by 8/30/2017

Project Name:	<u>Extension No. 1 - Bid 027-16 - Cured in Place Pipe (CIPP) for Sanitary Sewer Mains</u> Ext 1 of 2 For work to be performed through 12/31/18	SEW 003-16 
---------------	---------------------------------------------------------------------------------------------------------------------------------------------------	----------------

Project Location: Sewer Dept.

Presented to City Council: 9/11/2017      Approved \_\_\_\_\_ Changed \_\_\_\_\_ Rejected \_\_\_\_\_

Project Cash Requirement Submitted for Approval:      Cost: \$341,350.00      Annual not to exceed amount  
 Per unit pricing the same as in prior year bid  
 See attached schedule

Providers: Suncoast Infrastructure, Inc.

Project Engineer: Volkert, Inc.

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

Department Funding This Project							
General	Gas	Electric	Water	Sewer xx	Gas Tax	Cap. Proj.	Impact

Division of General Fund Funding This Project							
Admin 10 _____	Police 15 _____	Fire 20 _____	Rec 25 _____	Adult Rec 30 _____	Street 35 _____		
	San 40 _____	Golf 50 _____	Golf Grounds 55 _____	Debt Service 85 _____			

Expense Code:	<u>004-16055</u>	Revenue Code _____
---------------	------------------	--------------------

Project will be:      Expensed \_\_\_\_\_  
                          Capitalized xx

Project Financed By:  
 Grant: \_\_\_\_\_ Federal - not to exceed amount  
                          \_\_\_\_\_ State  
                          \_\_\_\_\_ City

Project Budgeted: Provided for in FY 2018 budget

(Over) Under budget amount: \_\_\_\_\_

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
 Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
 Capital Lease: \_\_\_\_\_ Payment \_\_\_\_\_ Term \_\_\_\_\_

Funding: Operating Funds

City Council prior approval	<u>4/24/2017</u>	
Request received by City Treasurer	<u>8/30/2017</u>	Request approved by City Treasurer
Received by Finance Department	<u>9/11/17</u>	Request approved by Finance Director
Received by Mayor	<u>9/11/17</u>	Request approved by Mayor

Contact Person: Dan McCrory





MEMO

To: Deborah Smith, Treasurer  
From: *Delores A Brandt*  
Delores A Brandt, Purchasing Clerk  
For Daniel P. Ames, Purchasing Manager

Karin Wilson  
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Deborah A. Smith, CPA  
City Treasurer

Date: August 29, 2017

Re: Requesting City Council approval of Extension No.1 of Bid No. 027-16<sup>7</sup>, Cured-in-Place Pipe (CIPP) for Sanitary Sewer Mains

The Engineer of Record, Volkert, Inc. has requested the Extension #1 of Bid No.027-16<sup>7</sup> Cured-in-Place Pipe (CIPP) for Sanitary Sewer Mains for one additional year beginning with the expiration of the Original time period, and will end on September 19, 2018. All existing terms and conditions, including unit pricing, will remain the same as the original contract. The original contract allows for Two (2) such extensions

If approved, the first extension will be with the awarded vendor, Suncoast Infrastructure, Inc. of Florence, MS, for the Contract unit prices quoted on July 12, 2016, to Volkert, Inc, on behalf of the City of Fairhope. The vendor is in agreement with the extension (see attached).

**Please place on the next available City Council Agenda this request to approve Extension No. 1 of Bid No. 027-16, Cured-in-Place Pipe (CIPP) for Sanitary Sewer Mains and authorize the Mayor to execute Contract Extension No. 1 with Suncoast Infrastructure, Inc.**

Cc: file

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper

City of Fairhope

**Extension No. 1 of Contract for  
Bid No 027-16  
CURED-IN-PLACE PIPE (CIPP) FOR SANITARY SEWER MAINS**

This EXTENSION NO.1 of CONTRACT ("Extension") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purpose of extending the contract known as **Bid No. 027-16 CURED-IN-PLACE PIPE (CIPP) FOR SANITARY SEWER MAINS** dated **August 12, 2016** ("Original Contract") between the **City of Fairhope** and **SUNCOAST INFRASTRUCTURE, INC**, of Florence, MS.(the "Parties").

1. The Original Contract, which is attached hereto as a part of this Extension, is described below:

**Bid No. 027-16 CURED-IN-PLACE (CIPP) FOR SANITARY SEWER MAINS**  
**Project SEW003-16 CURED-IN-PLACE (CIPP) FOR SANITARY SEWER MAINS**

and will end on **DECEMBER 31, 2017 at 11:59 p.m.**

2. The Parties agree to extend the Original Contract for an additional period, which will begin immediately upon the expiration of the original time period **DECEMBER 31, 2017** and will end on **DECEMBER 31, 2018, at 11:59 p.m.**

3. This Extension binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties. All other terms and conditions of the Original Contract, including pricing, remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Extension #1 as of the day and year first above written.

**THE CITY OF FAIRHOPE, ALABAMA**

**ATTEST:**

\_\_\_\_\_  
BY: **Karin Wilson, Mayor**

\_\_\_\_\_  
BY: **Lisa A. Hanks, MMC, City Clerk**

**NOTARY FOR THE CITY**

STATE OF ALABAMA}  
COUNTY OF BALDWIN}

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

Given under my hand and Notary Seal on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**CONTRACTOR**

**If Corporation, Partnership, or Joint Venture**

\_\_\_\_\_  
Name of Corporation, Partnership, or Joint Venture

BY: \_\_\_\_\_  
(Signature of Officer Authorized to sign Bids and Contracts for the Firm) (Position or Title)

\_\_\_\_\_  
(Business Mailing Address)

\_\_\_\_\_  
(Business Mailing Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(GENERAL CONTRACTOR'S LICENSE NUMBER)

\_\_\_\_\_  
Foreign Corporation Registration  
(Required of out-of-state-vendors)

**THIS MUST BE NOTARIZED!**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss:

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

\_\_\_\_\_, as \_\_\_\_\_  
(Type or Print name of bid signer here) (Type or Print bid signers Title here)

respectively, of \_\_\_\_\_  
(Type or Print company name here)

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

Given under my hand and Notaries Seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_/\_\_\_/\_\_\_

PROPOSAL

TO: THE CITY OF FAIRHOPE, ALABAMA

Submitted 7-12, 2016.

The following Proposal is made on behalf of Suncoast Infrastructure, Inc.  
(Name of Bidder)

and no others. Evidence of Bidder's authority to submit the Proposal is herewith furnished. The Proposal is made without collusion on the part of any person, firm, or corporation.

The Undersigned, as Bidder, hereby declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the plans and specifications for the Work and contractual documents relative thereto, and has read all General Conditions and Special Provisions furnished; and that he has satisfied himself relative to the Work to be performed.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Fairhope, Alabama, in the form of contract specified to furnish all materials, equipment, machinery, tools, apparatus, means of transportation, overhead, profit, bonds, insurance, labor, and all other costs necessary to complete the construction of:

**CURED-IN-PLACE PIPE (CIPP) FOR VARIOUS SANITARY SEWER MAINS  
CONTRACT NO. SEW003-16/BID NO. 027-17  
(Volkert Project No. 630106-B)**

in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Plans, Specifications, and Contract Documents to the full and entire satisfaction of the City of Fairhope, Alabama, with a definite understanding that no money will be allowed for extra work, except as set forth in the attached General Conditions and Contract Documents, of the lump sum or unit prices listed opposite each item.

It is agreed that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials, and incidentals as constitute Bidder's obligations as described in the Specifications and any details not specifically mentioned, but evidently included in the Contract shall be compensated for the item in which it most logically is included.

The quantities for bid items listed on the Proposal sheet(s) are estimated quantities only for the purpose of comparing bids. Any difference between these estimated quantities and actual quantities required for construction shall not be taken as a basis for claims by the Contractor for extra compensation. Compensation will be based on the lump sum or unit prices and actual construction quantities.

The Bidder further proposes to execute the attached Contract agreement as soon as the Work is awarded and to begin and complete the work within the respective time limit provided for in the Specifications hereto attached.

The Bidder also proposes to furnish a Contract Performance Bond, approved by the Owner in an amount equal to the total amount of the bid or each work order issued at time of issuance. This Bond shall serve not only to guarantee the completion of the work, but also to guarantee the excellence of both workmanship and materials until the Work is finally accepted.

CURED-IN-PLACE PIPE (CIPP) FOR VARIOUS SANITARY SEWER MAINS  
 CONTRACT NO. SEW003-16/BID NO. 027-17  
 (Volkert Project No. 630106-B)

PROPOSAL SHEET

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED QUANTITY	TOTAL AMOUNT
SS-1A	8" CIPP Mainline Rehabilitation (6.0 MM)	LF	25.05	6,500	162,825.00
SS-1B	10" CIPP Mainline Rehabilitation (6.0 MM)	LF	27.85	1,500	41,775.00
SS-1C	10" CIPP Mainline Rehabilitation (7.5 MM)	LF	31.45	1,000	31,450.00
SS-1D	12" CIPP Mainline Rehabilitation (7.5 MM)	LF	34.05	1,000	34,050.00
SS-1E	12" CIPP Mainline Rehabilitation (9.0 MM)	LF	37.55	500	18,775.00
SS-2	Television Inspection	LF	3.15	10,500	33,075.00
SS-5A	Bypass Pumping (6" ≤ dia. ≤ 12")	DAY	150.00	5	750.00
SS-6	Remove Protruding Service	EA	150.00	10	1,500.00
SS-7	Service Restatement	EA	1.00	50	50.00
SS-8	Cementitious Manhole Rehabilitation	SF	17.10	1,000	17,100.00

TOTAL BID AMOUNT \$ 341,350.00

NOTE: The Quantities listed in this proposal are for determining the low bidder and in no way represent the quantities to be performed in this annual contract. If the unit price bid is considered too costly by the Owner, the Owner may use other resources to perform that item. This contract is to enhance the Owner's forces and does not give the Contractor exclusive right to perform the work listed above.

NOTES:

1. Should a discrepancy occur between the bid item "Unit Price" and the "Total Amount" for the corresponding approximate quantity, the unit price shall govern.
2. I, the undersigned bidder, hereby acknowledge receipt of the following addenda:

ADDENDUM NO. 1 <sup>7-6-16</sup> ADDENDUM NO. \_\_\_\_\_ ADDENDUM NO. \_\_\_\_\_

The Bidder further proposes and agrees hereby to commence the Work with an adequate force, plant and equipment at the time stated in the notice to the Contractor from the Engineer to proceed and fully complete performance within the duration specified in the Special Conditions for each work order listing and not to exceed the date of **December 31, 2017**. If agreed to by the Contractor and approved by the City of Fairhope, Alabama by means of a written approval, the Contact Time may be extended in one (1) year increments up to **December 31, 2019**. However, no guarantee is implied or expressed that said extension of the Contract Time will be approved after the initial duration of the Contract. The Contractor shall not exceed the contract amount or the contract termination date without a written approval by the City. Any work performed without said approval will be at the Contractor's expense. If the Contract Time is extended in one (1) year increments, the contract amount may be increased only by an amount equal to or less than the original contract amount for the one year extension by means of written approval by the City of Fairhope, Alabama. With no exceptions, the unit prices bid shall remain in effect for the duration of the Contract.

The undersigned further agrees that, in case of failure on his part to execute the said Contract within fourteen (14) consecutive calendar days after written notice being given of the award of the Contract, the check or bid bond in the amount of five percent (5%) of this bid not to exceed \$50,000 accompanying this bid, and the monies payable thereon, shall be paid into the funds of the City of Fairhope, Alabama, as liquidated damages for such failure; otherwise, the check or bid bond accompanying this Proposal shall be returned to the undersigned.

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

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

Attached hereto is a certified check on the n/a  
Bank of n/a, or a Bid Bond for the sum of Five Percent  
of Bid Amount Dollars (\$ 500)  
made payable to the City of Fairhope, Alabama.

Suncoast Infrastructure, Inc  
(CONTRACTOR)

BY: Richard A. Rula  
(Legal Signature)

PRINTED NAME  
& TITLE: Richard A. Rula, President

ADDRESS:

1858 Hwy 19 South  
(STREET)  
Slance ms 39073  
(CITY) (STATE)

WITNESS: Janice B. Jones  
Janice B. Jones

WITNESS: Marybeth Harrison

LICENSE NO.: 25002

State of Incorporation: Mississippi  
Year of Incorporation: 1998



P.O. Box 397  
Florence, MS 39073

Phone: 601-420-9682  
Fax: 601-420-9300

Suncoast Infrastructure, Inc.  
P.O. Box 397  
1858 Hwy 49 South  
Florence, MS 39073

Incorporated in the State of Mississippi June, 1998

### **Principal Officers**

Richard Rula – President  
1858 Hwy 49 South, Florence, MS 39073

John Causey – Vice President  
1858 Hwy 49 South, Florence, MS 39073

Mary Beth Harrison – Secretary  
1858 Hwy 49 South, Florence, MS 39073

Darin Grantham – Treasurer  
1858 Hwy 49 South, Florence, MS 39073



**RESOLUTION NO. \_\_\_\_\_**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 1 of Bid No. 034-16, Turf Grass Sod for Public Works with The Chapman Company, LLC d/b/a Craft Turf Farms, Foley, AL for one additional year beginning with the expiration of the original contract, and will end October 14, 2018, as per the terms and conditions of the original contract, the contract unit prices awarded (see attached schedule) with a not to exceed amount of \$25,000.00.

Adopted on this 11th day of SEPTEMBER, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk





## MEMO

Karin Wilson  
Mayor

To: Deborah Smith, Treasurer  
From: Delores A Brandt  
Delores A Brandt, Purchasing Clerk  
For Daniel P. Ames, Purchasing Manager

*Council Members*

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Deborah A. Smith, CPA  
City Treasurer

Date: August 17, 2017

Re: Requesting City Council approval of **Extension No.1 of Bid No. 034-16 Turf Grass Sod for Public Works**

The Mayor has requested the **first extension** of to **Bid No. 034-16, Turf Grass Sod for Public Works** for one additional year beginning with the expiration of the original time period, and will end on October 14, 2018. All existing terms and conditions, including pricing, will remain the same as the original contract. The original contract allows two such extensions.

If approved, the first extension will be with the assigned vendor, The Chapman Company, LLC dba Craft Turf Farms of Foley, AL., for the Contract unit prices awarded, in an amount not-to-exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000.) The vendor is in agreement with the Extension #1 (see attached).

**Please place on the next available City Council Agenda this request to approve Extension No. 1 of Bid No. 034-16, Turf Grass Sod for Public Works and authorize the Mayor to execute Contract Extension No. 1 with The Chapman Company, LLC**

Cc: file

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

[www.fairhopeal.gov](http://www.fairhopeal.gov)

Printed on recycled paper

**City of Fairhope**

**Extension No. 1 of Contract for**

**Bid No 034-16**

**Turf Grass Sod for Public Works**

This EXTENSION NO.1 of CONTRACT ("Extension") is made this \_\_\_\_ day of \_\_\_\_\_, 2017 for the purpose of extending the Contract known as Bid No. 034-16 Turf Grass Sod for Public Works dated October 14, 2016 ("Original Contract") between the City of Fairhope and Chapman Company, LLC, dba Craft Turf Farms of Foley, AL (the "Parties").

1. The Original Contract, which is attached hereto as a part of this Extension, is described below:

**Bid No. 034-16 Turf Grass Sod for Public Works**

and will end on **October 14, 2017 at 11:59 p.m.**

2. The Parties agree to extend the Original Contract for an additional period, which will begin immediately upon the expiration of the original time period **October 14, 2017** and will end on **October 14, 2018 at 11:59 p.m.**

3. This Extension binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties. All other terms and conditions of the Original Contract, including pricing, remain unchanged.

*SECTION 41-16-5, CODE OF ALABAMA 1975, requires that public contracts over \$15,000 include the following:*

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

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

**THE CITY OF FAIRHOPE, ALABAMA**

**ATTEST:**

\_\_\_\_\_  
**BY: Karin Wilson, Mayor**

\_\_\_\_\_  
**BY: Lisa A. Hanks, MMC, City Clerk**

**NOTARY FOR THE CITY**

**STATE OF ALABAMA}  
COUNTY OF BALDWIN}**

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

Given under my hand and Notary Seal on this \_\_\_\_ day of \_\_\_\_\_, 2017

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**CONTRACTOR**

**If Corporation, Partnership, or Joint Venture**

\_\_\_\_\_  
Name of Corporation, Partnership, or Joint Venture

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

\_\_\_\_\_  
(Position or Title)

\_\_\_\_\_  
(Business Mailing Address)

\_\_\_\_\_  
(Business Mailing Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(GENERAL CONTRACTOR'S LICENSE NUMBER)

\_\_\_\_\_  
Foreign Corporation Registration  
(Required of out-of-state-vendors)

**THIS MUST BE NOTARIZED!**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss:

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

\_\_\_\_\_, as \_\_\_\_\_  
(Type or Print name of bid signer here) (Type or Print bid signers Title here)

respectively, of \_\_\_\_\_  
(Type or Print company name here)

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

Given under my hand and Notaries Seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2017

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_/\_\_\_/\_\_\_

*Chapman Company, LLC  
dba Craft Turf Farms  
10505B County Road 65  
Foley, AL 36535*

August 17, 2017

Chapman Co, LLC dba Craft Turf Farms agrees to the Extension No. 1 of the Contract for Bid No. 034-16 Turf Grass Sod for Public Works with all terms and conditions of the bid award, including pricing, remaining the same.

If you need anything further, please feel free to contact me at 251-955-2000.

Sincerely,



Rae Ann Silvers

**ITEM III  
BID RESPONSE FORM**

DATE: 9/12/16

**Bid No. 034-16 Turf Grass Sod for Public Works**

Our bid form must be filled in completely.

- All pages of this Bid Response Form, and additional requested pages, if any, must be returned.
- Acknowledgement must be made where a blank (\_\_\_\_) appears.
- Any attachments hereto are made and become a part of this inquiry and must be signed by bidder.

**Bid Duration:** One (1) year from signing date of Contract with the option to renew Bid or Contract for up to two (2) additional years if terms and conditions, including pricing remain the same, and both parties are in agreement to renewing the Bid or Contract. **AWARDED VENDOR MUST HOLD BID PRICING FOR A MINIMUM OF TWELVE (12) MONTHS**

**QUANTITIES:** The City of Fairhope does not guarantee that the City will procure any set quantities. This bid may be awarded to one vendor, or on a per line basis. Bid Price For Delivery To All Sites Within The City Of Fairhope Must Include Delivery Charges

Delivery lead time ARO: 24 (in hours)

We propose to meet or exceed the bid specifications for the sum of:

		<i>GROSS</i> PRICE Picked Up + Delivered By City	* MINIMUM PRICE of Delivered only to City	PRICE Delivered and Installed
Centipede Sod—palletized	<i>30yds</i>	\$ <u>79.50</u>	\$ <u>252</u>	\$ <u>—</u>
Zoysia—"Geo" Sod—palletized	<i>PER Pallet</i>	\$ <u>126.00</u>	\$ <u>252</u>	\$ <u>—</u>
Zoysia-Japonica "Empire" Sod—palletized		\$ <u>126.00</u>	\$ <u>252</u>	\$ <u>—</u>
St. Augustine Sod—palletized		\$ <u>—</u>	\$ <u>—</u>	\$ <u>—</u>
Bermuda "Tif-419" Sod—palletized		\$ <u>75.50</u>	\$ <u>252</u>	\$ <u>—</u>
Bermuda "Celebration" Sod—palletized		\$ <u>86.00</u>	\$ <u>252</u>	\$ <u>—</u>
Centipede Sod-- rolled	<i>30yds</i>	\$ <u>47.70</u>	\$ <u>252</u>	\$ <u>—</u>
Zoysia—"Geo" Sod—rolled	<i>PER Roll</i>	\$ <u>75.60</u>	\$ <u>252</u>	\$ <u>—</u>
Zoysia-Japonica "Empire" Sod—rolled		\$ <u>75.60</u>	\$ <u>252</u>	\$ <u>—</u>
St. Augustine Sod-- rolled		\$ <u>—</u>	\$ <u>—</u>	\$ <u>—</u>
Bermuda—"Tif-419" Sod-- rolled		\$ <u>45.30</u>	\$ <u>252</u>	\$ <u>—</u>
Bermuda—"Celebration" Sod-- rolled		\$ <u>51.60</u>	\$ <u>252</u>	\$ <u>—</u>

\* Above pricing for delivery is for 1-18 pallets + ~~rolls~~ reflects delivery only.

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

ADDENDUM NO.	DATE ISSUED	ADDENDUM NO.	DATE ISSUED
_____	_____	_____	_____
_____	_____	_____	_____

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

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

We propose to meet or exceed the above specifications.

Witness our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2016.

**If Individual**

\_\_\_\_\_  
(Name of Individual or Partnership) (Name of Partner Print)

\_\_\_\_\_  
(Print Name of Representative Authorized to sign Bids and Contracts for the firm) (Name of Partner Print)

\_\_\_\_\_  
(Signature of Representative Authorized to sign Bids and Contracts for the firm)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Primary e-mail address \_\_\_\_\_

Alabama Contractor's License No. \_\_\_\_\_ Foreign Corporation Entity ID \_\_\_\_\_



**If Corporation or LLC**

Company Chapman Company, LLC dba Craft Turf Farms

State of Incorporation Alabama

Company Representative Patrick Chapman  
(Print Name of Representative Authorized to sign Bids and Contracts for the firm)

Company Representative [Signature]  
(Signature of Representative Authorized to sign Bids and Contracts for the firm)

Address 1055B Co Rd 65  
Foley, AL 36535

Phone Number 251-955-2600 Fax Number 251-955-2603

Primary e-mail address razann@craftturf.com

Alabama Contractor's License No. - Foreign Corporation Entity ID -

**THIS MUST BE NOTARIZED!**

STATE OF Alabama  
COUNTY OF  Baldwin

I, the undersigned authority in and for said State and County, hereby certify that Patrick Chapman as member  
(Type name of bid signer here) (Type bid signers Title here)  
respectively, of Chapman Co, LLC dba Craft Turf Farms  
(Type company name here)

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

Given under my hand and Notary Seal on this 12 day of September, 2016.

Rebecca A. McElhenny  
Notary Public  
My Commission Expires: Notary Public - Alabama State At Large  
My Commission Expires June 26, 2017

**END OF BID RESPONSE FORM**

**VENDOR COMPLIANCE**

Items bid must comply with all specifications listed.

Vendor **must acknowledge** **VENDOR COMPLIANCE**. If vendor does not acknowledge **VENDOR COMPLIANCE**, it will be understood that vendor cannot fulfill said specifications. If it is necessary to bid alternate materials or to take exceptions to the specifications as set forth, this must be so stated in your bid. For each item, write **Yes or No** in the appropriate space (**Yes/No**\_\_\_\_) to signify whether or not you are in complete compliance with the specification. Failure to follow the format or answer the specification may cause your bid to be disqualified. If you need extra space to describe your product, please attach extra sheets. When doing this, be sure your description references the appropriate specification item.

Compliance with or variations from the specifications must be noted as to each item on the Specification Sheet. This requirement must be met even though the Purchasing Manager may alter the specifications in the form of an addendum to accommodate variances. A request for a change in the specifications to accommodate a variation must be called to the attention of the Purchasing Manager at least 72 hours before the bid opening date. All requests for such changes will be considered and the merits weighed. Only those changes in specifications deemed to be in the best interest of the City will be made. In the event of a change in specifications, an addendum will be supplied to bidders. Exceptions may be accepted if they are minor, equal, or superior to that which is specified, and provided that they are listed and fully explained on a separate page entitled, "Exceptions to Specifications". The exceptions shall refer to the specification page and paragraph number. The City shall determine which (if any) exceptions are acceptable and this determination shall be final.

	<u>Picked Up By City</u>	<u>Delivered to City</u>	<u>Delivered to City and Installed</u>
<u>AS SPECIFIED</u>	COMPLY: YES / NO	COMPLY: YES / NO	COMPLY: YES / NO
Centipede Sod—palletized	<u>YES</u>	<u>YES</u>	<u>—</u>
Zoysia—"Geo" Sod—palletized	<u>YES</u>	<u>YES</u>	<u>—</u>
Zoysia—Japonica "Empire" Sod—palletized	<u>YES</u>	<u>YES</u>	<u>—</u>
St. Augustine Sod—palletized	<u>—</u>	<u>—</u>	<u>—</u>
Bermuda "Tif-419" Sod—palletized	<u>YES</u>	<u>YES</u>	<u>—</u>
Bermuda "Celebration" Sod—palletized	<u>YES</u>	<u>YES</u>	<u>—</u>
Centipede Sod— rolled	<u>YES</u>	<u>YES</u>	<u>—</u>
Zoysia—"Geo" Sod—rolled	<u>YES</u>	<u>YES</u>	<u>—</u>
Zoysia—Japonica "Empire" Sod—rolled	<u>YES</u>	<u>YES</u>	<u>—</u>
St. Augustine Sod— rolled	<u>YES</u>	<u>—</u>	<u>—</u>
Bermuda—"Tif-419" Sod— rolled	<u>YES</u>	<u>YES</u>	<u>—</u>
Bermuda—"Celebration" Sod— rolled	<u>YES</u>	<u>YES</u>	<u>—</u>

**BIDDER INFORMATION**

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

**Bid No. 034-16 Turf Grass Sod for Public Works**

**Business Organization**

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

Chapman Company, LLC

Doing-Business-As Name of Bidder:

Craft Turf Farms

Principal Office Address:

10558 Co Rd 65  
Foley, AL 36535

Telephone Number: 251-955-7000 Fax Number: 251-955-7003

Email address: rc@craftturf.com

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

- Corporation
- Partnership
- Individual
- Joint Venture
- Other (describe): LLC

**Corporation Statement**

If a corporation, answer the following:

Date of incorporation: \_\_\_\_\_  
 Location of incorporation: \_\_\_\_\_  
 The corporation is held: Publicly   
 Privately

**Partnership Statement**

If a partnership, answer the following:

Date of organization: \_\_\_\_\_  
 Location of organization: \_\_\_\_\_  
 The partnership is: General   
 Limited

**Joint Venture Statement**

If a Joint Venture, answer the following:

Date of organization: \_\_\_\_\_  
 Location of organization: \_\_\_\_\_

JV Agreement recorded? Yes   
No

Contact Name ReAnn Silvers email see above

Cell Phone 251-747-0232 office 251-955-7000

**END OF BIDDER INFORMATION SECTION**

RESOLUTION NO. \_\_\_\_\_

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 1 of Bid No. 032-16, Jail Inmate Meals 2016, Re-Bid for American Wholesale Grocery, Inc. d/b/a American Foods for one additional year beginning with the expiration of the original contract, and will end October 1, 2018, as per the terms and conditions of the original contract, the contract unit bit prices, varies per item (see attached list) for an estimated amount of approximately \$45,865.88.

Adopted on this 11th day of SEPTEMBER, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

## City of Fairhope Project Funding Request

Issuing Date 8/24/2017

Please return this Routing Sheet to Treasurer by 8/24/2017

Project Name: Extension No. 1 - Bid No. 032-16 - Jail Inmate Meals 2016, Rebid

Project Location: Municipal Jail

Presented to City Council: 9/11/2017      Approved \_\_\_\_\_ Changed \_\_\_\_\_ Rejected \_\_\_\_\_

Project Cash Requirement Submitted for Approval:      Cost: Unit bid prices, varies per item  
See attached list

Providers: American Wholesale Grocery, Inc.  
dba American Foods

Project Engineer: n/a

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

Department Funding This Project							
General xx	Gas	Electric	Water	Sewer	Gas Tax	Cap. Proj.	Impact

Division of General Fund Funding This Project							
Admin 10	Police 15	Fire 20	Rec 25	Adult Rec 30	Street 35	San 40	Debt Service 85

Expense Code: 001-150-51220      Revenue Code \_\_\_\_\_

Project will be:      Expensed xx  
                          Capitalized \_\_\_\_\_

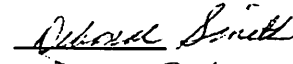


Project Financed By:  
 Grant: \_\_\_\_\_ Federal - not to exceed amount  
                          \_\_\_\_\_ State  
                          \_\_\_\_\_ City

Project Budgeted: Yes

(Over) Under budget amount: \_\_\_\_\_

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
 Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
 Capital Lease: \_\_\_\_\_ Payment \_\_\_\_\_ Term \_\_\_\_\_

Funding: Operating funds

City Council prior approval	<u>4/24/2017</u>	Request approved by City Treasurer	
Request received by City Treasurer	<u>8/24/2017</u>	Request approved by Finance Director	
Received by Finance Department	<u>8/25/17</u>	Request approved by Mayor	
Received by Mayor	<u>8/30/17</u>		

Contact Person: Chief Petties



## MEMO

To: Deborah Smith, Treasurer  
From: Delores A Brandt  
Delores A Brandt, Purchasing Clerk  
For Daniel P. Ames, Purchasing Manager

Karin Wilson  
Mayor

*Council Members*

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Deborah A. Smith, CPA  
City Treasurer

Date: August 17, 2017

Re: Requesting City Council approval of **Extension No.1 of Bid No. 032-16 Jail Inmate Meals 2016-RE-BID**

The Mayor has requested the **first extension** of to **Bid No. 032-16 Jail Inmate Meals 2016 RE-BID** for one additional year beginning with the expiration of the original time period, and will end on **October 3, 2018**. All existing terms and conditions, including pricing, will remain the same as the original contract. The original contract allows two such extensions.

If approved, the first extension will be with the assigned vendor, **American Wholesale Grocery, Inc., dba American Foods** of Mobile, AL for the Contract unit prices awarded, for an estimated amount of approximately FORTY-FIVE EIGHT HUNDRED SIXTY-FIVE DOLLARS AND EIGHTY-EIGHT CENTS per year. The vendor is in agreement with the extension (see attached).

**Please place on the next available City Council Agenda this request to approve Extension No. 1 of Bid No. 032-16 Jail Inmate Meals 2016 RE-BID and authorize the Mayor to execute Contract Extension No. 1 with American Wholesale Grocery, Inc.,**

Cc: file

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36553

251-928-2156

251-928-6776 Fax

[www.fairhopeal.gov](http://www.fairhopeal.gov)

Printed on recycled paper

City of Fairhope

Extension No. 1 of Contract for  
Bid No 032-16  
Jail Inmate Meals 2016—RE- BID

This EXTENSION NO.1 of CONTRACT ("Extension") is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, for the purpose of extending the Contract known as Bid No. 032-16 Jail Inmate Meals 2016 RE-BID dated **October 3, 2016** ("Original Contract") between the City of Fairhope and American Wholesale Grocery Inc, dba American Foods of Mobile, AL (the "Parties").

1. The Original Contract, which is attached hereto as a part of this Extension, is described below:

Bid No. 032-16 Jail Inmate Meals 2016 RE-BID

and will end on **October 3, 2017 at 11:59 p.m.**

2. The Parties agree to extend the Original Contract for an additional period, which will begin immediately upon the expiration of the original time period, **October 3, 2017** and will end on **October 3, 2018, at 11:59 p.m.**

3. This Extension binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties. All other terms and conditions of the Original Contract, including pricing, remain unchanged.

*SECTION 41-16-5, CODE OF ALABAMA 1975, requires that public contracts over \$15,000 include the following:*

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

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

THE CITY OF FAIRHOPE, ALABAMA

ATTEST:

\_\_\_\_\_  
BY: Karin Wilson, Mayor

\_\_\_\_\_  
BY: Lisa A. Hanks, MMC, City Clerk

NOTARY FOR THE CITY

STATE OF ALABAMA}  
COUNTY OF BALDWIN}

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

Given under my hand and Notary Seal on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

Notary \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**CONTRACTOR**

**If Corporation, Partnership, or Joint Venture**

\_\_\_\_\_  
Name of Corporation, Partnership, or Joint Venture

BY: \_\_\_\_\_  
(Signature of Officer Authorized to sign Bids and Contracts for the Firm) (Position or Title)

\_\_\_\_\_  
(Business Mailing Address)

\_\_\_\_\_  
(Business Mailing Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(GENERAL CONTRACTOR'S LICENSE NUMBER)

\_\_\_\_\_  
Foreign Corporation Registration  
(Required of out-of-state-vendors)

**THIS MUST BE NOTARIZED!**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss:

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

\_\_\_\_\_, as \_\_\_\_\_  
(Type or Print name of bid signer here) (Type or Print bid signers Title here)

respectively, of \_\_\_\_\_  
(Type or Print company name here)

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

Given under my hand and Notaries Seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_/\_\_\_/\_\_\_





# Fairhope Police Department

Joseph H. Petties  
Chief of Police

"On Beautiful Mobile Bay"

107 N. Section St.  
Fairhope, AL 36532  
(251) 928-2385  
Fax (251) 990-0158

DATE: August 14, 2017

TO: Karin Wilson, Mayor  
City of Fairhope

FROM: *Joseph H. Petties*  
Joseph H. Petties, Chief  
Fairhope Police Department

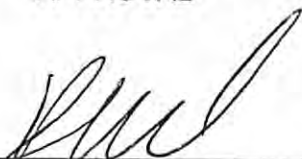
SUBJECT: Contract Extension – American Foods

I would like to request that we extend the Fairhope Municipal Jail food contract with American Foods for an additional year. This will allow us to keep purchasing meals at the same price that's within the contract without having to rebid.

APPROVAL

DATE

DISAPPROVAL

  
\_\_\_\_\_  
Mayor Karin Wilson

\_\_\_\_\_  
Mayor Karin Wilson

JHP/tdh

**AMERICAN FOODS**

131 New Jersey St  
Mobile, AL 36603  
251-433-2528  
Americanfoods94@yahoo.com

American Wholesale Grocery d/b/a American Foods agrees to Extension No. 1 of the contract for Bid No. 032-16 Jail Inmate Meals 2016 with all terms and conditions of the bid award, including pricing, remaining the same.

Thank You,



John Carpenter  
American Foods  
251-454-4863

**ITEM III**

**SCOPE OF WORK AND SPECIFICATIONS**

**SCOPE OF WORK**

Service to include:

- a. Provide meal provisions to Fairhope City Jail, as per specifications.
- b. The CITY will consider two delivery options: Option one, delivery of provisions to Fairhope City Jail, or other designated CITY site. Provide delivery within 24 hours of receipt of order, delivery time every week specified by CITY, inside delivery if required; and option two, pickup of provisions by Fairhope Police Department personnel, from vendors within the Police jurisdiction of the City of Fairhope.

**Weekly Estimate (Example)**

<u>20 Inmates per day</u>	<u>for 7 days</u>	<u>quantity needed</u>
40 Dinner Meals	280 Meals	23 Cases
20 Breakfast Meals	140 Meals	12 Cases
3 Bread Loafs	21 Loafs	21 Loafs
1.5 Gallons of Milk	10.5 Gallons	11 Gallons
20 Oranges	140 Oranges	12 Bags of Oranges

**(Inmates are given (1) one, (8) eight ounce cup every meal)**

**Recommended Daily Nutrition:**

**All meals MUST meet or exceed the following PER DAY:**

Calories:	2500
Total Fat:	55g or 25% of total calories
Saturated Fat:	no more than 10% of total calories
Carbohydrates:	275g or 55% of total calories
Protein:	100g or 20% of total calories

**SPECIFICATIONS**

Meals that are bid must contain the following to be considered:

**A minimum of 2500 calories per day**

- total fat 55g or 25% of total calories,
- saturated fat no more than 10% of total calories,
- carbohydrates 275 g or 55% of total calories, and
- protein 100 g or 20% of total calories.

ITEM IV  
BID RESPONSE

Date: 9/26/16

Bid No.: 032-16  
Bid Name: JAIL INMATE MEALS 2016 RE-BID

Bid Duration: One (1) year from start date specified in Contract, with the option to renew bid or Contract for up to Two (2) additional years if terms and conditions, including pricing remain the same, and both parties are in agreement to renewing the bid or Contract.

Bid Quantity: The exact quantity of purchases for this solicitation is not known. The CITY does not guarantee that the CITY will buy any amount. The inmate count per day is approximately Twenty-Five (25) to Thirty (30). Orders will be placed as needed and will give complete shipping or pick up instructions. Minimum order amounts are not applicable to this bid.

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

\*\*\*\*\*ALL MEALS SHOULD BE MICROWAVABLE\*\*\*\*\*

THE CITY WILL CONSIDER TWO (2) OPTIONS FOR DELIVERY OF MEALS. INTERESTED BIDDERS MAY QUOTE EITHER OPTION OR BOTH. It is understood that no substitutions will be made of meals that are submitted on Bid Response.

We propose to meet or exceed the above specifications at:

A. OPTION 1 VENDOR DELIVERED

\$ \_\_\_\_\_ Total of bid prices per one each for items DELIVERED TO

FAIRHOPE CITY JAIL IN THE CITY OF FAIRHOPE, AL

NOTE: Vendor must acknowledge VENDOR COMPLIANCE. If NO, a full explanation must be made on or below the line or on an extra sheet attached to the back of the bid form, with SEE ATTACHMENT in the appropriate blank. Attach support data for substitution being equal to or better than specified. If vendor does not acknowledge VENDOR COMPLIANCE, it will be understood that vendor cannot fulfill said specifications.

If you cannot provide any specific meal listed, please mark space "no bid".

The provisions will be for:

BREAKFAST, FROZEN, INDIVIDUAL SERVING:

ITEM:	PRICE EACH	UNITS PER CASE	UNIT SIZE IN OZ. OR LBS.	BID PRICE PER CASE:	VENDOR COMPLIANCE WITH MINIMUM NUTRITION REQUIREMENTS (YES/NO)
Pancakes & Sausage	1.98	12	1.02	1.98	YES
Eggs, Bacon, & Hash Brown Potatoes	1.98	12	5.5oz	1.98	YES
Eggs, Sausage, & Hash Brown Potatoes	1.98	12	6.25oz	1.98	YES
French Toast	1.98	12	5.5oz	1.98	YES
Omelets	1.98	12	5.5oz	1.98	YES

Please comply with stating YES or NO

LUNCH & DINNER, FROZEN, INDIVIDUAL SERVING:

Please comply with stating YES or NO

ITEM:	PRICE EACH	UNITS PER CASE	UNIT SIZE IN OZ/LBS	PRICE PER CASE	VENDOR COMPLIANCE COMPLIES WITH MINIMUM NUTRITION REQUIREMENTS (YES / NO)
Fried Chicken Dinner	3.58	8	16oz	28.70	YES
Chicken Nugget Dinner	3.25	8	14oz	26.00	YES
Chicken Finger Dinner	3.25	8	16oz	26.00	YES
Boneless Pork Dinner	3.25	8	16oz	26.00	YES
Hamburger Dinner	3.25	8	15oz	26.00	YES
Barbecue Chicken Dinner	2.84	20	1.26oz	56.96	YES
Turkey Dinner	3.25	8	16oz	26.00	YES
Salisbury Steak Dinner	3.25	8	14oz	26.00	YES
Fish Stick Dinner	2.90	20	9.5oz	58.05	YES
Swedish Meatballs & Noodles	3.16	20	1.29oz	63.21	YES
Pot Roast with Gravy and Vegetables	3.25	8	14.5oz	26.00	YES
Fried Rice Dinner	2.73	12	9oz	32.80	YES
Country Fried Steak Dinner	3.25	8	16oz	26.00	YES
Sweet & Sour Chicken Dinner	3.12	8	14oz	25.02	YES
Meat Loaf Dinner with Gravy	3.25	8	16oz	26.00	YES
Chicken Stuffed Baked with Gravy	3.25	8	14oz	26.00	YES
Beef Enchilada Dinner	3.25	8	17oz	26.00	YES
Beef Patty with Country Style Vegetables	3.25	8	15oz	26.00	YES
Spaghetti Dinner	3.21	8	15oz	25.70	YES
Lasagna Dinner	2.73	12	10.75oz	32.80	YES
Pizza, Pepperoni (individual serving)	1.88	20		37.45	YES

Miscellaneous Provisions

\*\*\*Preference for all cartons of drink to be in paper containers. Metal containers not allowed within the Jail.

ITEM:	PRICE EACH	UNITS PER CASE	UNIT SIZE IN OZ/LBS	PRICE PER CASE	VENDOR COMPLIANCE COMPLIES WITH MINIMUM NUTRITION REQUIREMENTS (YES / NO)
Bread, White, Sandwich style loaf	3.21	10	24oz	32.12	YES
Bread, Whole Wheat, Sandwich style loaf	3.21	10	24oz	32.12	YES
Milk, 2%, 1/2 pt. serving	.37	48	8oz	17.95	YES
Orange Juice, 100%, 1/2 pt. serving	.41	48	6oz	19.93	YES
Gatorade, large container	9.28	4	GAL	37.15	YES
Oranges, per each	.37	1	EACH	.37	YES
Apples, each	.69	1	EACH	.69	YES
Tea Bags, gallon size	.15	96	10z	14.88	YES
Canned Mixed Fruit, Individual Serving	.62	48	4oz	29.93	YES
Canned Peaches, Individual Serving	.62	48	4oz	29.93	YES
Cereal, Individual box per serving	.36	96	10z	34.62	YES
Assorted Chips, Individual Package	.28	80	10z	22.80	YES
Drink Mix, Fruit Punch	.88	24	GAL	21.12	YES
Drink Mix, Lemonade	.88	24	GAL	21.12	YES

	PRICE EACH	UNITS PER CASE	UNIT SIZE IN OZ/LBS	PRICE PER CASE	VENDOR COMPLIANCE COMPLIES WITH MINIMUM NUTRITION REQUIREMENTS (YES / NO)
Drink Mix, Grape	.88	24	GAL	21.12	YES
Cookies, Chocolate Chip	.23	144	10Z	33.50	YES
Cookies, Misc. selection	.23	144	10Z	33.50	YES
Crackers, individual pack	.03	300	2PK	16.75	YES
Mustard, individual packets	.03	200	4.59R	6.87	YES
Mayonnaise, individual packets	.09	200	1.26R	19.80	YES
Ketchup, individual packets	.02	1100	0.9R	22.12	YES
Syrup, individual packets	.17	100	1.50Z	17.43	YES
Syrup, 1-gal container (or other size)	7.17	1	GAL	7.17	YES
Jelly, misc. selection in individual packets	.07	200	.050Z	14.93	YES
Salad, Mixed	7.87	1	5#	7.87	YES
Spices, Garlic Powder	9.98	1	190Z	9.98	YES
Pepper, Individual paper packets	.006	6107	.759R	36.43	YES
Salt, Individual paper packets	.004	6107	.759R	27.50	YES

**B. OPTION 2 CITY TO PICK UP**

\$ \_\_\_\_\_ Total of bid prices per one each for items PICKED UP BY THE FAIRHOPE CITY POLICE Within The Police Jurisdiction of the City Of Fairhope.

**NOTE:** Vendor must acknowledge **VENDOR COMPLIANCE**. If NO, a full explanation must be made on or below the line or on an extra sheet attached to the back of the bid form, with **SEE ATTACHMENT** in the appropriate blank. Attach support data for substitution being equal to or better than specified. If vendor does not acknowledge **VENDOR COMPLIANCE**, it will be understood that vendor cannot fulfill said specifications.

If you cannot provide any meal listed, please leave blank or insert a substitute.

The provisions will be for:

**BREAKFAST, FROZEN, INDIVIDUAL SERVING:**

Please comply with stating YES or NO

ITEM:	PRICE EACH	UNITS PER CASE	UNIT SIZE IN OZ. OR LBS. IF APP.	BID PRICE PER CASE:	VENDOR COMPLIANCE COMPLIES WITH MINIMUM NUTRITION REQUIREMENTS (YES / NO)
Pancakes & Sausage					
Eggs, Bacon, & Hash Brown Potatoes					
Eggs, Sausage, & Hash Brown Potatoes					
French Toast					
Omelets					

LUNCH & DINNER, FROZEN, INDIVIDUAL SERVING:

Please comply with stating YES or NO

ITEM:	PRICE EACH	UNITS PER CASE	UNIT SIZE IN OZ/LBS	PRICE PER CASE	VENDOR COMPLIANCE WITH MINIMUM NUTRITION REQUIREMENTS (YES/NO)
Fried Chicken Dinner					
Chicken Nugget Dinner					
Chicken Finger Dinner					
Boneless Pork Dinner					
Hamburger Dinner					
Barbecue Chicken Dinner					
Turkey Dinner					
Saltisbury Steak Dinner					
Fish Stick Dinner					
Swedish Meatballs & Noodles					
Pot Roast with Gravy and Vegetables					
Fried Rice Dinner					
Country Fried Steak Dinner					
Sweet & Sour Chicken Dinner					
Meat Loaf Dinner with Gravy					
Chicken Stuffed Baked with Gravy					
Beef Enchilada Dinner					
Beef Patty with Country Style Vegetables					
Spaghetti Dinner					
Lasagna Dinner					
Pizza, Pepperoni (individual serving)					

Miscellaneous Provisions

\*\*\*Prefer to have all cartons of drink be in paper containers. Metal containers not allowed within the jail.

ITEM:	PRICE EACH	UNITS PER CASE	UNIT SIZE IN OZ/LBS	PRICE PER CASE	VENDOR COMPLIANCE WITH MINIMUM NUTRITION REQUIREMENTS (YES/NO)
Bread, White, Sandwich style loaf					
Bread, Whole Wheat, Sandwich style loaf					
Milk, 2%, 1/2 pt. serving					
Orange Juice, 100%, 1/2 pt. serving					
Gatorade, large container					
Oranges, per each					
Apples, each					
Tea Bags, gallon size					
Canned Mixed Fruit, Individual Serving					
Canned Peaches, Individual Serving					
Cereal, Individual box per serving					
Assorted Chips, Individual Package					
Drink Mix, Fruit Punch					
Drink Mix, Lemonade					

	PRICE EACH	UNITS PER CASE	UNIT SIZE IN OZ/LBS	PRICE PER CASE	VENDOR COMPLIANCE WITH MINIMUM NUTRITION REQUIREMENTS (YES / NO)
Drink Mix, Grape					
Cookies, Chocolate Chip					
Cookies, Misc. selection					
Crackers, individual pack					
Mustard, individual packets					
Mayonnaise, individual packets					
Ketchup, individual packets					
Syrup, individual packets					
Syrup, 1-gal container (or other size)					
Jelly, misc. selection in individual packets					
Salad, Mixed					
Spices, Garlic Powder					
Pepper, Individual paper packets					
Salt, Individual paper packets					

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

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

Witness our hands this 6<sup>th</sup> day of SEPTEMBER 2016

**If Individual or Partnership**

\_\_\_\_\_  
 (Name of Individual or Partnership) (Print Name of Partner)

\_\_\_\_\_  
 (Print Name of Representative Authorized to sign Bids and Contracts for the firm) (Print Name of Partner)

\_\_\_\_\_  
 (Signature of Representative Authorized to sign Bids and Contracts for the firm)

\_\_\_\_\_  
 (Address)

\_\_\_\_\_  
 (Address)



Phone Number ( ) \_\_\_\_\_ Fax Number ( ) \_\_\_\_\_

Primary E-mail address \_\_\_\_\_ Cell \_\_\_\_\_

AL Contractor's License) \_\_\_\_\_ (if required) Foreign Corporation Entity ID \_\_\_\_\_ (outside AL)

If Corporation or LLC

Company AMERICAN WHOLESALE GROCERY INC. State of Incorporation Alabama  
DBA AMERICAN FOODS

Company Representative JOHN CARPENTER  
(Print Name of Representative Authorized to sign Bids and Contracts for the firm)

Company Representative [Signature]  
(Signature of Representative Authorized to sign Bids and Contracts for the firm)

131 NEW JERSEY ST.  
(Address)

MOBILE AL 36603  
(Address)

Phone Number 251 433-2528 x107 Fax Number 251 432-7982

Primary e-mail address AMERICANFOODS94@YAHOO.COM

Alabama Contractor's License No. FE10: 63-1104387 Foreign Corporation Entity ID \_\_\_\_\_ (outside AL)

NOTARY FOR AWARDED VENDOR

STATE OF Alabama

COUNTY OF MOBILE

I, the undersigned authority in and for said State and County, hereby certify that JOHN CARPENTER, as V.P.

(Print name of bid signer here) respectively, of AMERICAN WHOLESALE GROCERY INC. DBA AMERICAN FOODS  
(Print company name here)

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

Given under my hand and Notary Seal on this 6<sup>th</sup> day of SEPTEMBER, 2016 .

[Signature]  
Notary Public  
My Commission Expires: 12-11-17

RESOLUTION NO. \_\_\_\_\_

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 1 of Bid No. 033-16, Perennial Ryegrass 3-way blend rye grass seed for Sports Fields from SiteOne Landscape Supple, LLC for one additional year beginning with the expiration of the original contract, and will end October 17, 2018, as per the terms and conditions of the original contract, with a cost of \$57.00 per 50 lb bag, and a not to exceed amount of \$25,000.00,

Adopted on this 11th day of SEPTEMBER, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

## City of Fairhope Project Funding Request

*[Signature]*

Issuing Date 8/24/2017

Please return this Routing Sheet to Treasurer by

8/24/2017

**Project Name:** Extension No. 1 - Bid No. 033-16 Perennial Ryegrass 3-way blend grass seed for Sports Fields

**Project Location:** Fairhope Sports Fields

**Presented to City Council:** 9/11/2017      Approved \_\_\_\_\_ Changed \_\_\_\_\_ Rejected \_\_\_\_\_

**Project Cash Requirement Submitted for Approval:**      **Cost:** \$25,000.00      Annual not to exceed amount  
\$57.00 per 50 lb bag

**Providers:** SiteOne Landscape Supply, LLC

**Project Engineer:** n/a

**Order Date:** \_\_\_\_\_      **Lead Time:** 2-5 days ARO

**Department Funding This Project**

General xx	Gas	Electric	Water	Sewer	Gas Tax	Cap. Proj.	Impact

**Division of General Fund Funding This Project**

Admin 10 _____	Police 15 _____	Fire 20 _____	Rec 25 <u>XX</u> _____	Adult Rec 30 _____	Street 35 _____
San 40 _____	Golf 50 _____	Golf Grounds 55 _____	Debt Service 85 _____		

**Expense Code:** 001-250-50340      **Revenue Code** \_\_\_\_\_

**Project will be:**      Expensed xx  
Capitalized \_\_\_\_\_

**Project Financed By:**  
**Grant:** \_\_\_\_\_ Federal - not to exceed amount  
\_\_\_\_\_ State  
\_\_\_\_\_ City

**Project Budgeted:** Yes

**(Over) Under budget amount:** \_\_\_\_\_

**Bond:** \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
**Loan:** \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
**Capital Lease:** \_\_\_\_\_ Payment \_\_\_\_\_ Term \_\_\_\_\_

**Funding:** Operating funds

City Council prior approval 4/24/2017

Request received by City Treasurer 8/24/2017

Received by Finance Department 8/25/17

Received by Mayor 8/30/17

Request approved by City Treasurer *[Signature]*

Request approved by Finance Director *[Signature]*

Request approved by Mayor *[Signature]*

**Contact Person:** Tom Kuhl



## MEMO

Karin Wilson  
Mayor

To: Deborah Smith, Treasurer  
From: Delores A Brandt  
Delores A Brandt, Purchasing Clerk  
For Daniel P. Ames, Purchasing Manager

*Council Members*

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Deborah A. Smith, CPA  
City Treasurer

Date: August 17, 2017

Re: Requesting City Council approval of **Extension No.1 of Bid No. 033-16 Perennial Rye Grass Three-Way Blend Seed for Sports Fields**

The Mayor has requested the **first extension** of to **Bid No. 033-16 Perennial Rye Grass Three-Way Blend Seed for Sports Fields** for one additional year beginning with the expiration of the original time period, and will end on October 17, 2018. All existing terms and conditions, including pricing, will remain the same as the original contract. The original contract allows two such extensions.

If approved, the first Extension will be with the assigned vendor, **SITEONE Landscape Supply**, of Cleveland, Ohio, for the Contract unit prices awarded, in a not-to-exceed amount of **TWENTY-FIVE THOUSAND DOLLARS (\$25,000)**. The vendor is in agreement with the extension (see attached).

**Please place on the next available City Council Agenda this request to approve Extension No. 1 of Bid No. 033-16 Perennial Rye Grass Three-Way Blend Seed for Sports Fields and authorize the Mayor to execute Contract Extension No. 1 with SITEONE Landscape Supply, of Cleveland, Ohio,**

Cc: file

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

[www.fairhopeal.gov](http://www.fairhopeal.gov)

*Printed on recycled paper*

August 24, 2017

City of Fairhope  
Deborah Smith, CPA, CGMA  
P.O. Drawer 429  
Fairhope, AL 36533

Re: Bid No. 033-16 Perennial Rye Grass 3-Way Blend Seed for Sports Fields Contract Renewal.

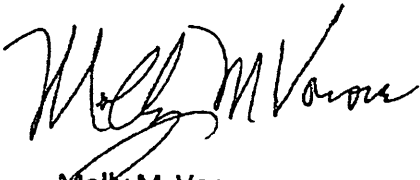
Good Morning Ms. Smith,

SiteOne Landscape Supply agrees to extension no. 1 (one) of the Perennial Rye Grass 3-Way Blend Seed for Sports Fields Bid No. 033-16.

Pricing of the Lesco Double Eagle Blend will remain at \$57.00 an additional year through October 6<sup>th</sup>, 2018.

SiteOne Landscape Supply looks forward to our continued business with City of Fairhope.

Sincerely,



Molly M. Vorous  
Senior Bid Representative

**City of Fairhope**

**Extension No. 1 of Contract for**

**Bid No 033-16**

**Perennial Rye Grass Three-Way Blend Seed for  
Sports Fields**

This EXTENSION NO.1 of CONTRACT ("Extension") is made this \_\_\_\_ day of \_\_\_\_\_, 2017 for the purpose of extending the Contract known as **Bid No. 033-16 Perennial Rye Grass Three-Way Blend Seed for Sports Fields** dated **October 17, 2016** ("Original Contract") between the **City of Fairhope and SiteOne Landscape Supply, 1385 36th Street, Cleveland, Ohio 44114** (the "Parties").

1. The Original Contract, which is attached hereto as a part of this Extension, is described below:

**Bid No. 033-16\_Perennial Rye Grass Three-Way Blend Seed for Sports Fields**

and will end on **October 17, 2017 at 11:59 p.m.**

2. The Parties agree to extend the Original Contract for an additional period, which will begin immediately upon the expiration of the original time period **October 17, 2017** and will end on **October 17, 2018 at 11:59 p.m.**

3. This Extension binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties. All other terms and conditions of the Original Contract, including pricing, remain unchanged.

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

**THE CITY OF FAIRHOPE, ALABAMA**

**ATTEST:**

\_\_\_\_\_  
BY: **Karin Wilson, Mayor**

\_\_\_\_\_  
BY: **Lisa A. Hanks, MMC**  
**City Clerk**

**NOTARY FOR THE CITY**

**STATE OF ALABAMA}**  
**COUNTY OF BALDWIN}**

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

Given under my hand and Notary Seal on this \_\_\_\_ day of \_\_\_\_\_, 2017

My Commission Expires: \_\_\_\_\_

CONTRACTOR

If Corporation, Partnership, or Joint Venture

SiteOne Landscape Supply

(Name of Corporation, Partnership, or Joint Venture)

BY:

(Signature of Officer Authorized to sign Bids and Contracts for the Firm)

Sr. Bid Representative

(Position or Title)

(Business Mailing Address)

SiteOne Landscape Supply

1385 East 36th Street

(Business Mailing Address)

Cleveland, Ohio 44114

(City, State, Zip Code)

(GENERAL CONTRACTOR'S LICENSE NUMBER)

Foreign Corporation Registration (Required of out-of-state-vendors)

THIS MUST BE NOTARIZED!

STATE OF Ohio

COUNTY OF Cuyahoga

} ss:

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

Molly M. Vardus

(Type or Print name of bid signer here)

as Sr. Bid Rep.

(Type or Print bid signers Title here)

respectively, of

SiteOne Landscape Supply

(Type or Print company name here)

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

Given under my hand and Notary Seal on this 21st day of August, 2017



Notary Public

Monique Potts

My Commission Expires

2/22/2021

MONIQUE POTTS
Notary Public - State of Ohio
Recorded in Cuyahoga County
My Commission Expires 2/22/2021

**City of Fairhope**  
**Extension No. 1 of Contract for**  
**Bid No 033-16**  
**Perennial Rye Grass Three-Way Blend Seed for**  
**Sports Fields**

This EXTENSION NO.1 of CONTRACT ("Extension") is made this \_\_\_\_ day of \_\_\_\_\_, 2017 for the purpose of extending the Contract known as Bid No. 033-16 Perennial Rye Grass Three-Way Blend Seed for Sports Fields dated October 17, 2016 ("Original Contract") between the City of Fairhope and SiteOne Landscape Supply, 1385 36th Street, Cleveland, Ohio 44114 (the "Parties").

1. The Original Contract, which is attached hereto as a part of this Extension, is described below:

**Bid No. 033-16 Perennial Rye Grass Three-Way Blend Seed for Sports Fields**

and will end on **October 17, 2017 at 11:59 p.m.**

2. The Parties agree to extend the Original Contract for an additional period, which will begin immediately upon the expiration of the original time period **October 17, 2017** and will end on **October 17, 2018 at 11:59 p.m.**

3. This Extension binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties. All other terms and conditions of the Original Contract, including pricing, remain unchanged

*SECTION 41-16-5, CODE OF ALABAMA 1975, requires that public contracts over \$15,000 include the following:*

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

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

**THE CITY OF FAIRHOPE, ALABAMA**

**ATTEST:**

\_\_\_\_\_  
BY: Karin Wilson, Mayor

\_\_\_\_\_  
BY: Lisa A. Hanks, MMC  
City Clerk



**NOTARY FOR THE CITY**

STATE OF ALABAMA}  
COUNTY OF BALDWIN}

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

Given under my hand and Notary Seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2017

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**CONTRACTOR**

**If Corporation, Partnership, or Joint Venture**

\_\_\_\_\_  
Name of Corporation, Partnership, or Joint Venture

BY: \_\_\_\_\_ (Signature of Officer Authorized to sign Bids and Contracts for the Firm) \_\_\_\_\_ (Position or Title)

\_\_\_\_\_  
(Business Mailing Address)

\_\_\_\_\_  
(Business Mailing Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(GENERAL CONTRACTOR'S LICENSE NUMBER)

\_\_\_\_\_  
Foreign Corporation Registration  
(Required of out-of-state-vendors)

**THIS MUST BE NOTARIZED!**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss:

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

Given under my hand and Notaries Seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2017

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_/\_\_\_\_/\_\_\_\_

**RESOLUTION NO. \_\_\_\_\_**

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

[1] That the City of Fairhope did request, receive, and open bids for Food for Quail Creek Golf Course Clubhouse (Bid Number 020-17) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for  
Food for Quail Creek Golf Course

[3] After evaluating the bid proposals with the required bid specifications, American Wholesale Grocery, Inc., with the total bid proposal estimated at an annual cost of \$35,000.00 to be offset by Quail Creek food sales, is now awarded the bid for Food for Quail Creek Golf Course Clubhouse.

Adopted on this 11th day of SEPTEMBER, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

## City of Fairhope Project Funding Request

SEP 5 '17 AM 8:45

Issuing Date 9/1/2017

Please return this Routing Sheet to Treasurer by

9/1/2017

Project Name: Award Bid No. 020-17 Food for Quail Creek Golf Course Clubhouse  
 Bid does not include produce (fresh fruit and vegetables) - Those items will have to be purchased locally

Project Location: Quail Creek Club House

Presented to City Council: 9/11/2017      Approved \_\_\_\_\_ Changed \_\_\_\_\_ Rejected \_\_\_\_\_

Project Cash Requirement Submitted for Approval:      Cost: Estimated annual cost \$35,000  
 Cost to be offset by Quail Creek food sales

Providers: American Wholesale Grocery, Inc.  
dba American Foods

Project Engineer: n/a

Order Date: \_\_\_\_\_ Lead Time: \_\_\_\_\_

Department Funding This Project							
General xx	Gas	Electric	Water	Sewer	Gas Tax	Cap. Proj.	Impact

Division of General Fund Funding This Project						
Admin 10	Police 15	Fire 20	Rec 25	Adult Rec 30	Street 35	Debt Service 85

Expense Code: 001-500-54530      Revenue Code \_\_\_\_\_

Project will be:      Expensed xx  
                          Capitalized \_\_\_\_\_

Project Financed By:  
 Grant: \_\_\_\_\_ Federal - not to exceed amount  
                          \_\_\_\_\_ State  
                          \_\_\_\_\_ City

Project Budgeted: Yes

(Over) Under budget amount: \_\_\_\_\_

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
 Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
 Capital Lease: \_\_\_\_\_ Payment \_\_\_\_\_ Term \_\_\_\_\_

Funding: Operating funds -Quail Creek Food Sales

City Council prior approval	<u>4/24/2017</u>	
Request received by City Treasurer	<u>9/1/2017</u>	Request approved by City Treasurer
Received by Finance Department	<u>9/1/17</u>	Request approved by Finance Director
Received by Mayor	<u>9/1/17</u>	Request approved by Mayor

Contact Person: Bobby Hall



## MEMO

Karin Wilson  
Mayor

*Council Members*

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Deborah A. Smith, CPA  
City Treasurer

To: Deborah Smith, Treasurer  
From: Delores A Brandt  
Delores A Brandt, Purchasing Clerk  
For Daniel P. Ames, Purchasing Manager

Date: August 31, 2017

Re: Requesting City Council award bid to **Bid No. 020-17, Food for Quail Creek Golf Course**

**Bid No. 020-17, Food for Quail Creek Golf Course**, was issued on AUGUST 10, 2017, to multiple vendors, and properly advertised. Responses were received until 9:00 AM, Thursday, August 31, 2017. Only one response was received.

The Golf Department requests that the City Council award the bid, for the itemized amounts shown on the bid response, to the lowest responsive and responsible bidder, **American Wholesale Grocery, Inc. dba American Foods**, of Mobile, AL., bid delivery services only.

**Please place on the next City Council Agenda this request to award Bid No. 020-17, Food for Quail Creek Golf Course, to American Wholesale Grocery, Inc. dba American Foods AL, for an amount not to exceed the approved budgeted amount.**

Cc: file

161 North Section Street  
P.O. Drawer 429  
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

[www.fairhopeal.gov](http://www.fairhopeal.gov)

*Printed on recycled paper*

**BID TABULATION AND RECOMMENDATION**

Bid No 020-17 Food for Quail Creek Golf Course

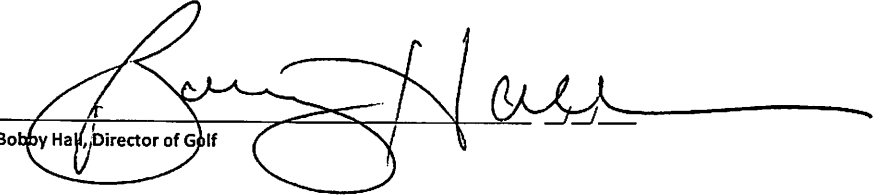
Date of Bid Opening: August 31, 2017 9:00

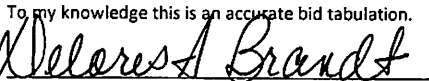
AMERICAN WHOLESALE GROCERY INC, DBA AMERICAN FOODS							
VENDOR DELIVERED							
	Unit description	Unit (oz., lb, size, etc.) Bidder insert amount	CASE Quantity (# of packs per case)	Cost per each		Cost Per package	
<b>BREADS</b>							
Whole Wheat	loaf	24 oz	10	\$ 0.126	/oz	\$3.04	/loaf
White	loaf	24 oz	10	\$ 0.125	/oz	\$3.00	/loaf
Hamburger Buns (4.5 inch)	bag	12 pkg	8	\$ 0.319	/oz	\$3.82	/bag
Hot Dog Buns (stadium size)	bag	12 each	8	\$ 0.294	/oz	\$3.53	/bag
<b>MEATS &amp; DAIRY (cold)</b>							
Hamburger Patties (4 oz)	patty	4 oz	80	\$ 0.226	/oz	\$72.36	/ca
Beef Hot Dogs	link	2.oz	80	\$ 0.2477	/oz	\$38.23	/ca
Sliced Deli Ham (bulk sliced)	bag	2 lb	6	\$ 5.060	/oz		/lb
Sliced Deli Turkey (bulk sliced)	bag	2 lb	6	\$ 6.380	/lb		/lb
Albacore Tuna (4lb 2.5 oz can)	can	66.5 oz	6	\$ 0.259	/oz	\$103.14	/ca
Conecuh Sausage (16 lbs)	package	6 lb	2 pk	\$ 3.390	/lb	\$ 40.71	/ca
Thin Sliced Bacon (15 lbs)	package	15 lb	1 pk	\$ 4.990	/lb	\$ 74.76	/ca
Diced, Cooked Chicken Breast (bulk)	bag	10 lb	1	\$ 4.370	/lb	\$ 43.70	/bag
Pulled Pork	bag	10 lb	1	\$ 5.530	/lb	\$ 55.30	/bag
Shredded Cheddar Cheese	bag	5 lb	1	\$ 2.380	/lb	\$ 12.66	/bag
Sliced American Cheese	bag	5 lb	1	\$ 2.010	/lb	\$ 10.01	/bag
Large Eggs	case	1 doz	15	\$ 1.330	/doz	\$ 19.91	/ca
Butter (Individual Servings)	case	5 g	720	\$ 0.010	/g	\$ 34.22	/ca
Half and Half	carton	QT pt	12	\$ 2.130	qt/pt	\$25.55	QT/pt
Spreadable Margarine Tub	tub	20 # oz	1	\$ 0.009	/oz	\$28.92	/tub
Crinkle Cut 1/2" French Fries	bag	5 lb	6	\$ 0.720	/lb	\$3.60	/bag
<b>DRY/PANTRY ITEMS</b>							
Heinz (20 oz) ketchup	bottle	20 oz	30	\$ 0.117	/oz	\$2.34	/bot
French's (12 oz) mustard	bottle/jar	12 oz	12	\$ 0.146	/oz	\$1.76	/bot
Mustard	gal container	gal	1	\$ 3.530	/gal	\$3.53	/ea
Ketchup	gal container	#10 gal	1	\$ 6.350	#10/gal	\$6.35	/ea
Mayonnaise	gal container	gal	1	\$ 6.760	/gal	\$6.76	/ea
Gulden's (12 oz) mustard	bottle/jar	gal /oz	1	\$ 0.080	oz	\$9.30	/ea
Sweet Relish	gal container	gal	1	\$ 6.940	/gal	\$6.94	/ea
Sauerkraut	2 gal. container	gal	1	\$ 10.670	/gal	\$21.33	/ea
Jalapeno's (pickled)	gal container	gal	1	\$ 7.940	/gal	\$7.94	/ea
Hamburger dill pickle slices	gal container	gal	1	\$ 6.290	/gal	\$6.29	/ea
Sugar (25 lb)	25 lb bag	lb	25	\$ 0.823	/lb	\$20.59	/ea
Fry oil	5 gal container	5 gal	1	\$ 4.630	/gal	\$23.18	/ea
Instant Grits (individual)	box	1 oz	144	\$ 0.269	/oz	\$38.82	/box
Strawberry Jelly (.05 oz)	case	.05 oz	200	\$ 0.158	/oz	\$15.88	/ca
Zing Zang Drink Mix (32 oz)	bottle	32 oz	12	\$ 0.147	/oz	\$4.71	/ea

AMERICAN WHOLESALE GROCERY INC, DBA AMERICAN FOODS							
CITY TO PICK UP							
VENDOR CHOSE NOT TO SUBMIT PRICING FOR PICKUP							
	Unit description	Unit (oz., lb, size, etc.) Bidder insert amount	CASE Quantity (# of packs per case)	Cost per each		Cost	
<b>BREADS</b>							
Whole Wheat	loaf	oz			/oz		/loaf
White	loaf	oz			/oz		/loaf
Hamburger Buns (4.5 inch)	bag	oz			/oz		/bag
Hot Dog Buns (stadium size)	bag	oz			/oz		/bag
<b>MEATS &amp; DAIRY (cold)</b>							
Hamburger Patties (4 oz)	patty	oz			/oz		/ca
Beef Hot Dogs	link	oz			/oz		/ca
Sliced Deli Ham (bulk sliced)	bag	lb			/lb		/lb
Sliced Deli Turkey (bulk sliced)	bag	lb			/lb		/lb
Albacore Tuna (4lb 2.5 oz can)	can	oz			/oz		/ca
Conecuh Sausage (16 lbs)	package	lb	pk		/lb		/ca
Thin Sliced Bacon (15 lbs)	package	lb	pk		/lb		/ca
Diced, Cooked Chicken Breast (bulk)	bag	lb			/lb		/bag
Pulled Pork	bag	lb			/lb		/bag
Shredded Cheddar Cheese	bag	lb			/lb		/bag
Sliced American Cheese	bag	lb			/lb		/bag
Large Eggs	case	doz			/doz		/ca
Butter (Individual Servings)	case	.g			/g		/ca
Half and Half	carton	pt			/pt		/pt
Spreadable Margarine Tub	tub	oz			/oz		/tub
Crinkle Cut 1/2" French Fries	bag	5lb			/lb		/bag
<b>DRY/PANTRY ITEMS</b>							
Heinz (20 oz) ketchup	bottle	oz			/oz		/bot
French's (12 oz) mustard	bottle/jar	oz			/oz		/bot
Mustard	gal container	gal			/gal		/ea
Ketchup	gal container	gal			/gal		/ea
Mayonnaise	gal container	gal			/gal		/ea
Gulden's (12 oz) mustard	bottle/jar	oz			/oz		/ea
Sweet Relish	gal container	gal			/gal		/ea
Sauerkraut	2 gal. containe	gal			/gal		/ea
Jalapeno's (pickled)	gal container	gal			/gal		/ea
Hamburger dill pickle slices	gal container	gal			/gal		/ea
Sugar (25 lb)	25 lb bag	lb			/lb		/ea
Fry oil	5 gal containe	gal			/gal		/ea
Instant Grits (individual)	box	oz			/oz		/box
Strawberry Jelly (.05 oz)	case	oz			/oz		/ca
Zing Zang Drink Mix (32 oz)	bottle	oz			/oz		/ea

Frito/Lay Lay Variety Mix (1.5 oz)	case	1.oz	80	\$	0.317	/oz	\$25.37	/ca
Cooking spray (oil based)	can	17 oz	6	\$	0.293	/oz	\$29.98	ea
Vegetable Oil (5 gal)	jug	5 gal	1	\$	4.690	/gal	\$23.48	ea
Worchestershire Sauce	bottle	5 oz	24	\$	0.350	/oz	\$1.75	/bot
Ranch Salad Dressing	bottle	128oz	1	\$	0.111	/oz	\$14.22	/bot
Garlic Salt	Table size	40	1	\$	0.22	/oz	\$9.15	ea
Garlic Powder	Table size	19 oz	1	\$	0.58	/oz	\$11.08	ea
Ground Black Pepper	Table size	16 oz	1	\$	0.67	/oz	\$10.80	/ca
Table Salt, fine	Table size	26 oz	24	\$	0.03	/oz	\$22.36	/ca
<b>PRODUCE</b>								
Slicing Tomatoes		3lb	3	\$	1.92	/lb	\$5.78	
Iceberg Lettuce		each /lb	3	na		HD/lb	\$8.85	
White Onions		10 lb	10	\$	0.960	/lb	\$9.68	
Lemons		1 dz /lb	1	na		ea /lb	\$5.90	
Celery		each /lb	3	na		ct /lb	\$5.43	
Apples		1 dz /lb	1	na		dz /lb	\$8.56	
Bananas		lb	3	\$	1.18	/lb	\$3.54	
<b>DRINKS</b>								
Ruby Red Grapefruit Juice	Bottle each	5.5 oz	48	\$	0.104	/oz	\$27.73	/ea
Cranberry Juice	6 pack	5.5 oz	48	\$	0.980	/oz	\$25.96	/ca
Tomato Juice	6 pack	5.5 oz	48	\$	0.082	/oz	\$21.22	/ca
V-8* Vegetable Juice	6 pack	5.5 oz	48	\$	0.094	/oz	\$28.03	/ca
GREER'S FAIRHOPE MARKET	No Response							
PUBLIX SUPER MARKET	No Response							
SYSCO GULF COAST, INC.	No Response							
WOOD FRUITTICHER FOOD SERVICE	No Response							
SAM'S CLUB #4990	No Response							
CAIN'S PIGGLY WIGGLY	No Response							
WINN-DIXIE	No Response							
MERCHANTS FOODSERVICE	No Response							
SHIPYARD SUPPLY	No Response							
Wal Mart Store	No Response							
ROUSES MARKET	No Response							
<b>Recommendation: Award bid to American Wholesale Grocery, Inc. dba American Foods in the amounts listed on their bid Response</b>								

Frito/Lay Lay Variety Mix (1.5 oz)	case	oz				/oz		/ca
Cooking spray (oil based)	can	oz				/oz		ea
Vegetable Oil (5 gal)	jug	gal				/gal		ea
Worchestershire Sauce	bottle	oz				/oz		/bot
Ranch Salad Dressing	bottle	oz				/oz		/bot
Garlic Salt	Table size	oz				/oz		ea
Garlic Powder	Table size	oz				/oz		ea
Ground Black Pepper	Table size	oz				/oz		/ca
Table Salt, fine	Table size	oz				/oz		/ca
<b>PRODUCE</b>								
Slicing Tomatoes		lb				/lb		
Iceberg Lettuce		lb				/lb		
White Onions		lb				/lb		
Lemons		lb				/lb		
Celery		lb				/lb		
Apples		lb				/lb		
Bananas		lb				/lb		
<b>DRINKS</b>								
Ruby Red Grapefruit Juice	Bottle each	oz				/oz		/ea
Cranberry Juice	6 pack	oz				/oz		/ca
Tomato Juice	6 pack	oz				/oz		/ca
V-8* Vegetable Juice	6 pack	oz				/oz		/ca
No Response								
No Response								
No Response								
No Response								
No Response								
No Response								
No Response								
No Response								
No Response								
No Response								
No Response								
No Response								
No Response								
No Response								
No Response								
No Response								
No Response								

  
 Bobby Hall, Director of Golf

To my knowledge this is an accurate bid tabulation.  
 8/31/17  
 Delores A Brandt, Purchasing Clerk  
 For Daniel P Ames, Purchasing Manager

**RESOLUTION NO. \_\_\_\_\_**

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

[1] That the City of Fairhope did request, receive, and open bids for Printing of Calendar 2017 for the Economic and Community Development Department (Bid Number 027-17), Re-Bid at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for  
Printing of Calendar 2017 for the  
Economic and Community Development Department

[3] After evaluating the re-bid proposals with the required bid specifications, Calagaz Photo Supply d/b/a Calagaz Printing, with the bid amounts on the attached Bid Tabulation and Recommendation: (not to exceed Unit Cost \$0.186, not to exceed 5,000 copies for each, 6 issues per year) is now awarded the bid for Printing of Calendar 2017 for the Economic and Community Development Department.

Adopted on this 11th day of SEPTEMBER, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

## City of Fairhope Project Funding Request

Issuing Date 9/1/2017

Please return this Routing Sheet to Treasurer by 9/1/2017

Project Name: <u>Award Bid No. 027-17 Printing of Calendar 2017 Re-Bid</u>	SEP 5 '17 AM 8:46 
----------------------------------------------------------------------------	-----------------------

Project Location: City Hall

Presented to City Council: 9/11/2017      Approved \_\_\_\_\_ Changed \_\_\_\_\_ Rejected \_\_\_\_\_

Project Cash Requirement Submitted for Approval:      Cost: Not to exceed Unit Cost of 0.186 ea.  
Not to exceed 5,000 copies for ea. of 6 issues per year

Providers: Calagaz Photo Supply, dba Calagaz Printing  
Mobile, AL

Project Engineer: n/a

Order Date: \_\_\_\_\_ Lead Time: \_\_\_\_\_

Department Funding This Project							
General xx	Gas	Electric	Water	Sewer	Gas Tax	Cap. Proj.	Impact

Division of General Fund Funding This Project							
Admin 10 _____	Police 15 _____	Fire 20 _____	Rec 25 _____	Adult Rec 30 _____	Street 35 _____		
	San 40 _____	Golf 50 _____	Golf Grounds 55 _____	Debt Service 85 _____			

Expense Code:	<u>xxx-xx-50490</u> <b>Community Development</b>	Revenue Code: _____
---------------	-----------------------------------------------------	---------------------

Project will be:      Expensed xx  
                                  Capitalized \_\_\_\_\_

Project Financed By:  
 Grant: \_\_\_\_\_ Federal - not to exceed amount  
                                  \_\_\_\_\_ State  
                                  \_\_\_\_\_ City

Project Budgeted: No

(Over) Under budget amount: \_\_\_\_\_

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
 Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
 Capital Lease: \_\_\_\_\_ Payment \_\_\_\_\_ Term \_\_\_\_\_

Funding: Operating funds

City Council prior approval	<u>4/24/2017</u>	
Request received by City Treasurer	<u>9/1/2017</u>	Request approved by City Treasurer
Received by Finance Department	<u>9/1/17</u>	Request approved by Finance Director
Received by Mayor	<u>9/1/17</u>	Request approved by Mayor

Contact Person: Sherry Lea-Butop





## MEMO

To: Deborah Smith, Treasurer  
From: Delores A Brandt  
Delores A Brandt, Purchasing Clerk  
For Daniel P. Ames, Purchasing Manager

Karin Wilson  
Mayor

*Council Members*

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Deborah A. Smith, CPA  
City Treasurer

Date: August 31, 2017  
Re: Requesting City Council approve awarding Bid No. 027-17, Printing of Calendar 2017 RE-BID

The City needs to have City Calendars printed. An Invitation to Bid (ITB), Bid No. 027-17, Printing of Calendar 2017 RE-BID, was issued on August 23, 2017, to multiple vendors. Responses were received until 9:00 AM, August 1, 2017. A bid tabulation and recommendation was composed (see attached).

The Recommendation is to award Bid No. 027-17, Printing of Calendar 2017, RE-BID to Calagaz Photo Supply dba Calagaz Printing, of Mobile, AL. in the bid amounts listed on the attached Bid Tabulation and Recommendation for an amount not to exceed the unit bid amounts for 5000 copies for each of the 6 issues within the year.

**Please place on the next City Council Agenda this request to award Bid No. 027-17, Printing of Calendar 2017 RE-BID, to Calagaz Photo Supply dba Calagaz Printing, of Mobile, AL, in the not to exceed bid amounts for 5000 printed copies for a total of 6 issues per year.**

Cc: file

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

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Printed on recycled paper

City of Fairhope

**BID TABULATION AND RECOMMENDATION**

BID POSTED: August 23, 2017

BID NO: 027-17

BID NAME: Printing fo Calendar 2017 RE-BID

BID OPENED: August 31, 2017 at 9:00 A.M. Thursday

Note: Bid Bond 5% (not required on less than \$10,000)

<b>VENDOR</b>	<b>Bid Proposal Executed / Signed / Notarized</b>	<b>number of copies</b>	<b>Bid Price Per Copy (non-recycled paper)</b>	<b>Bid Price PER Copy for Recycled paper</b>	<b>Folded/printed price per copy (non- recycled paper)</b>	<b>Folded/printed price per copy (recycled paper)</b>
<b>Bay Graphics, Inc. dba Nail Printing</b>	<b>YES</b>	2001 to 3000	0.39	0.41	0.42	0.44
		3001 to 4000	0.36	0.395	0.39	0.425
		4001 to 5000	0.33	0.38	0.36	0.41
<b>Interstate Inc.</b>	<b>YES</b>	2001 to 3000	0.316	0.440	0.326	0.336
		3001 to 4000	0.262	0.374	0.269	0.276
		4001 to 5000	0.234	0.340	0.240	0.246
<b>Calagaz Photo Supply, Inc. dba Calagaz Printing</b>	<b>YES</b>	2001 to 3000	0.236	0.240	0.256	0.260
		3001 to 4000	0.202	0.210	0.210	0.220
		4001 to 5000	0.172	0.183	0.182	0.186
<b>Integra Business Forms &amp; Designs</b>	No Bid					
<b>POSTMARK INK</b>	No Response					
<b>COTTEN PRINTING</b>	No Response					
<b>INDEPENDENT GRAPHIC SERVICE</b>	No Response					
<b>DATA SUPPLIES, INC.</b>	No Response					
<b>MUNICODE ADVANTAGE- MCCA</b>	No Response					
<b>GULF COAST OFFICE PRODUCTS (GCOP)</b>	No Response					
<b>FSI Group (FORMS SYSTEMS, INC)</b>	No Response					
<b>NPC, Inc</b>	No Response					
<b>Griffice Printing Co</b>	No Response					
<b>Copy Products Company</b>	No Response					
<b>Howell Printing</b>	No Response					
<b>Artcraft Press Inc</b>	No Response					
<b>Gwin's Commercial Printing &amp; Engraving</b>	No Response					
<b>Port City Printing</b>	No Response					
<b>Office Max Store #1082</b>	No Response					
<b>The UPS Store #2350</b>	No Response					
<b>The UPS Store #1918</b>	No Response					

Print-N-Press  
 Form Solutions Inc  
 Quality Business Systems  
 PostNet  
 Underwood Printing Inc  
 Office Solutions & Innovations  
 JUBILEE PRINT & DESIGN TEAM

No Response					
No Response					
No Response					
No Response					
No Response					
No Response					
No Response					

Recommendation: Award to Calagaz Photo Supply, Inc. for the amounts listed in their Bid Response for up to 5000 per issue for 6 issues as listed in the Scope and Specifications.

 9/1/17

Sherry- Lea Botop  
 Director of Community Affairs and Recreation

To my knowledge, this is an accurate Bid Tabulation.

 8/31/17

Delores A Brandt, Purchasing Clerk  
 FOR Daniel P Ames, Purchasing Manager

**RESOLUTION NO. \_\_\_\_\_**

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

[1] That the City of Fairhope did request, receive, and open bids for the Installation of Seasonal Supplemental LED Lighting 2017 (Bid Number 026-17), Re-Bid at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Re-Bid Tabulation for  
the Installation of Seasonal Supplemental LED Lighting 2017

[3] After evaluating the re-bid proposals with the required bid specifications, Winterland, Inc., with the bid amount on the attached Bid Tabulation and Recommendation: (not to exceed \$147,800.00) is now awarded the bid for the Installation of Seasonal Supplemental LED Lighting 2017.

Adopted on this 11th day of SEPTEMBER, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

# City of Fairhope Project Funding Request

COF Project No. 1241

SEP 7 '17 PM 1:11

*LAA*

Issuing Date 9/7/2017

Please return this Routing Sheet to Treasurer by

9/7/2017

Project Name: Award Bid No. 026-17 Installation of Seasonal Supplemental LED Lighting 2017 - ReBid

Project Location: Trees in Downtown Fairhope

Presented to City Council: 9/11/2017      Approved \_\_\_\_\_ Changed \_\_\_\_\_ Rejected \_\_\_\_\_

Project Cash Requirement Submitted for Approval:      Cost: \$147,800.00      Not to exceed  
See bid tabulation sheet for per unit pricing

Providers: Winterland, Inc.

Project Engineer: n/a

Order Date: \_\_\_\_\_ Lead Time: \_\_\_\_\_

Department Funding This Project							
General xx	Gas	Electric	Water	Sewer	Gas Tax	Cap. Proj.	Impact

Division of General Fund Funding This Project							
Admin 10	Police 15	Fire 20	Rec 25	Adult Rec 30	Street 35	San 40	Debt Service 85

Expense Code: xxx-xx-50490      Revenue Code \_\_\_\_\_  
Community Development

Project will be:      Expensed xx  
                          Capitalized \_\_\_\_\_

Project Financed By:  
**Grant:** \_\_\_\_\_ Federal - not to exceed amount  
                          \_\_\_\_\_ State  
                          \_\_\_\_\_ City

Project Budgeted: No

(Over) Under budget amount: \_\_\_\_\_

**Bond:** \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
**Loan:** \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
**Capital Lease:** \_\_\_\_\_ Payment \_\_\_\_\_ Term \_\_\_\_\_

Funding: Operating funds

City Council prior approval	<u>4/24/2017</u>		
Request received by City Treasurer	<u>9/7/2017</u>	Request approved by City Treasurer	<i>Alison Smith</i>
Received by Finance Department	<u>9/7/17</u>	Request approved by Finance Director	<i>Carol</i>
Received by Mayor	<u>9/7/17</u>	Request approved by Mayor	<i>[Signature]</i>

Contact Person: Joe Wolchina



## MEMO

To: Deborah Smith, Treasurer  
From: Delores A Brandt  
Delores A. Brandt, Purchasing Clerk  
For Daniel P. Ames, Purchasing Manager

Date: August 31, 2017

Re: Requesting City Council to approve awarding **Bid No. 026-17 Installation of Seasonal Supplemental LED Lighting 2017 RE-BID**

On August 24, 2017, **Bid No. 026-17, Installation of Seasonal Supplemental LED Lighting 2017 RE-BID**, was advertised for bid on our bulletin board, on our website, and emailed to 34 bidders on our official bidders list that had valid contact information. On August 31, 2017, bids were received for **Bid No. 026-17, Installation of Seasonal Supplemental LED Lighting 2017 RE-BID**. There were **TWO bid responses submitted**. Unit pricing and total pricing were requested on the Bid Response Form.

**Please place on the next available City Council Agenda this recommendation to award Bid No. 026-17, Installation of Seasonal Supplemental LED Lighting 2017 RE-BID, to WINTERLAND, Inc. for the not to exceed bid price of \$147,800.00**

Karin Wilson  
Mayor

*Council Members*

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Deborah A. Smith, CPA  
City Treasurer

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36535

251-928-2136

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CITY OF FAIRHOPE  
 BID TAB AND RECOMMENDATION  
 BID NO: 028-17  
 BID NAME: Installation of Seasonal Supplemental LED Lighting 2017 RE-BID  
 BID OPENED: August 31, 2017 at 2:00 P.M. Thursday  
 Note: Bid Bond 5% (not required on less than \$10,000)

VENDOR	Bid Proposal Executed / Signed / Notarized	Addendum #1	Wrap Method INSTALL						Wrap Method REMOVE						MESH Method INSTALL				MESH Method REMOVE				TOTAL BID PRICE				
			1.A) Install 0'-10' Unit price	Unit Price X 29	1.B) Install 10.1'-15' Unit Price	Unit Price X 53	1.C) Install 15'+ Unit Price	Unit Price X 12	1.D) Remove 0'-10' Unit Price	Unit Price X 29	1.E) Remove 10.1'-15' Unit Price	Unit Price X 53	1.F) Remove 15'+ Unit Price	Unit Price X 12	2.A) Install 0'-10' Unit price	Unit Price X 7	2.B) Install 10.1'-15' Unit price	Unit Price X 13	2.C) Install 15'+ Unit price	Unit Price X 28	2.D) Install 0'-10' Unit Price	Unit Price X 7		2.E) Install 10.1'-15' Unit Price	Unit Price X 13	2.F) Install 15'+ Unit Price	Unit Price X 28
BAY SHORE ELECTRIC *****	YES	YES	\$ 350.00	\$ 10,150.00	\$ 600.00	\$ 31,800.00	\$ 1,200.00	\$ 14,400.00	\$ 150.00	\$ 4,350.00	\$ 200.00	\$ 10,600.00	\$ 500.00	\$ 6,000.00	\$ 350.00	\$ 2,450.00	\$ 600.00	\$ 7,800.00	\$ 1,200.00	\$ 33,600.00	\$ 150.00	\$ 1,050.00	\$ 200.00	\$ 2,600.00	\$ 500.00	\$ 14,000.00	\$ 138,800.00
WINTERLAND	YES	YES		\$ 17,400.00		\$ 31,800.00		\$ 12,000.00		\$ 8,700.00		\$ 15,900.00		\$ 3,600.00		\$ 2,100.00		\$ 13,900.00		\$ 28,000.00		\$ 2,100.00		\$ 3,900.00		\$ 8,400.00	\$ 147,800.00
BURFORD'S TREE INC.	No Response																										
SPOTSWOOD TREE SERVICE	No Response																										
TFR ENTERPRISES, INC.	No Response																										
A ARBORIST ON BOARD TREE SERVICE	No Response																										
TREE KING TREE SERVICE	No Response																										
ASPLUNDH	No Response																										
JUBILEE LANDSCAPE, INC	No Response																										
CROWDER-GULF	No Response																										
CHANCELLOR CONSTRUCTION INC	No Response																										
W.A. KENDALL & CO. INC	No Response																										
ROSES' TREE SERVICE	No Response																										
GULF CONSTRUCTION CO. LLC	No Response																										
MD THOMAS CONSTRUCTION, LLC	No Response																										
DOUG WARD & CO. LLC	No Response																										
SYCAMORE CORPORATION INC.	No Response																										
M & N OF ALABAMA LLC	No Response																										
UNITED BUILDING COMPANY LLC	No Response																										
CHARLES WEEMS GENERAL CONTRACTORS, INC	No Response																										
KAHLBAU CONSTRUCTION, LLC	No Response																										
MIKE KERR CONSTRUCTION LLC	No Response																										
ARRINGTON CURB AND EXCAVATION INC	No Response																										
GILLIS CONSTRUCTION	No Response																										
ASPHALT SERVICES	No Response																										
PLATT BUILDERS, INC	No Response																										
J COOKS CONSTRUCTION	No Response																										
CURTIS LANDSCAPE, INC	No Response																										
STEWART ENVIRONMENTAL CONSTRUCTION, INC	No Response																										
JUBILEE LANDSCAPE MANAGEMENT, INC DBA JUBILEESCAPE	No Response																										
OMEGA OUTDOORS, LLC	No Response																										
COASTAL EXPOSURES LANDSCAPE, INC	No Response																										
M. W. ROGERS COMPANY, LLC	No Response																										

\*\*\*\*\*Pursuant to advice from the City's Attorney, the lowest bid must be rejected. Therefore the recommendation is to award to the second lowest bidder.  
 Recommendation: Award to WINTERLAND, Inc, in the unit amounts listed in their bid response for a total of \$147,800.

*Joe Wolchins* 9-7-2017  
 Joe Wolchins  
 Superintendent, Electric Department

To my knowledge this is an accurate bid tabulation.  
*Dolores A Brandt* 9-7-2017  
 Dolores A Brandt, Purchasing Clerk  
 for Daniel P. Ames, Purchasing Manager

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, on July 10, 2017 the City Council adopted Resolution No. 2798-17 to procure the CodeRED emergency notification system service from the Federal GSA contract for the City of Fairhope; and

**WHEREAS**, the City was told the system could be purchased through a buying group which turned out not to be the case; and

**WHEREAS**, after much discussion with the City Attorney and Onsolve, the distributor for CodeRED, it was decided that another notification system might be a better fit for the City; and that Resolution No. 2798-17 be rescinded.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the Governing Body of the City of Fairhope, Alabama, hereby rescinds Resolution No. 2798-17.

Adopted on this 11th day of September, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk





## MEMO

To: Deborah Smith, Treasurer  
From: Delores A. Brandt  
Delores A. Brandt, Purchasing Clerk  
By Daniel P. Ames, Purchasing Manager

Date: September 7, 2017

Re: Request that the City Council rescind request for procurement of CodeRED  
Emergency notification system service for the I.T. Department.

On June 21, 2017, I/T Department requested procurement of an emergency notification system, CodeRED. It was approved by Resolution No. 2798-17. The City was told the system could be purchased through a buying group, this turned out not to be the case. After much discussion with the City Attorney and the company, Onsolve, the distributor for CodeRed, it was decided that another notification system might be a better fit for the City.

**Please place on the next available City Council Agenda this recommendation to have Resolution No. 2798-17 rescinded.**

Karin Wilson  
Mayor

*Council Members*

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Deborah A. Smith, CPA  
City Treasurer

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

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**RESOLUTION NO. \_\_\_\_\_**

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

[1] That the City of Fairhope has voted to purchase the Everbridge emergency notification system service for the IT Department for direct procurement from Everbridge of Pasadena, CA. This is a non-budgeted expense over \$5,000.00 which requires Council's approval. The cost for the first year is \$7,961.76 and \$7,372.00 annual cost after the first year.

Adopted on this 11th day of September, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk





MEMO

To: Deborah Smith, Treasurer
From: Delores A Brandt (signature)
Delores A Brandt, Purchasing Clerk
For Daniel P. Ames, Purchasing Manager

Date: September 7, 2017

Re: Greensheet request for a non-budgeted expense over \$5,000 and less than \$10,000 for the procurement of EVERBRIDGE emergency notification system service for the I.T. Department

Timothy M. Kant, ACOMO Mayor

- Council Members: Kevin G. Boone, Diana J. Brewer, Jack Burrell, CMO, Michael A. Ford, ACOMO, Richard A. Mueller, Sr.

Lisa A. Hanks, MMC City Clerk
Deborah A. Smith, CPA City Treasurer

The I.T. Department is requesting an emergency notification system. I am submitting the following current cost summary (see attached cut sheet). The pricing from the vendor. Included specifications and options determined by Fairhope I.T. Department.

Delivered cost with options and first year service is: Seven Thousand Nine Hundred Sixty-One Dollars and Seventy-Six Cents (\$7,961.76). Annual expense after the first year, is Seven Thousand Three Hundred Seventy-Two Dollars (\$7,372.00). See attached quotation for details.

First Year cost \$7,961.76 includes set up fees
Annual cost (after first year) \$7,372.00

NOTES: See Attached Vendor CUT-SHEET printout for details. This is a non-budgeted request

Please compose a greensheet and place on the next available City Council Agenda this request to approve this procurement for the Fairhope I.T. Department, for an emergency notification system service, EVERBRIDGE, at a cost of \$7,961.76 for the first year, and an annual cost after the first year of \$7,372.00, from EVERBRIDGE of Pasadena, CA



155 North Lake Avenue, Suite 900  
Pasadena, CA 91101 USA

tel: +1-818-230-9700  
fax: +1-818-230-9505

www.everbridge.com

## Quotation

**Prepared for:**

Randy Weaver  
City of Fairhope, AL  
Fairhope AL  
United States  
Ph: (251) 990-0119  
Fax:  
Email: randy.weaver@cofairhope.com

**Quote #:** Q-07436  
**Date:** 9/5/2017  
**Expires On:** 10/2/2017  
**Confidential**

**Salesperson:** Jennifer Whiddon  
**Phone:**  
**Email:** jennifer.whiddon@everbridge.com

<b>Contract Summary Information:</b>	
Contract Period:	36 Months

**Contact Summary:**

Household Count:	7,415
Employee Count:	194

Year 1

QTY	DESCRIPTION	PRICE
1	Mass Notification Pro	USD 7,372.00
<b>Year 1 TOTAL:</b>		USD 7,372.00

Year 2

QTY	DESCRIPTION	PRICE
1	Mass Notification Pro	USD 7,372.00
<b>Year 2 TOTAL:</b>		USD 7,372.00

Year 3

QTY	DESCRIPTION	PRICE
1	Mass Notification Pro	USD 7,372.00
<b>Year 3 TOTAL:</b>		USD 7,372.00

**Pricing Summary:**

Price:	USD 7,372.00
Year One Fees:	USD 7,372.00
One-time Implementation and Setup Fees:	USD 589.76
Professional Services:	USD 0.00
<b>Total Year One Fees Due:</b>	<b>USD 7,961.76</b>

**Ongoing Fees:**

Year Two Fees:	USD 7,372.00
Year Three Fees:	USD 7,372.00

1. Additional rates apply for all international calls.
2. Quote subject to the terms and conditions of the service agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Service Agreement.

**Authorized by Everbridge:**

**Signature:**

\_\_\_\_\_

**Date:**

**Name (Print):**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**To accept this quote, sign, date and return:**

**Signature:**

\_\_\_\_\_

**Date:**

**Name (Print):**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

155 North Lake Avenue, Suite 900  
Pasadena, CA 91101 USA  
Tel: +1-818-230-9700  
Fax: +1-818-230-9505

**THANK YOU FOR YOUR BUSINESS!**



Everbridge, Inc.  
Master Services Agreement

This Master Services Agreement ("**Agreement**") is entered into by and between Everbridge, Inc. ("**Everbridge**") and

\_\_\_\_\_ ("**Client**"), effective on the date of Client's signature below ("**Effective Date**"). Everbridge and Client are each sometimes referred to as a "**Party**" and collectively, the "**Parties**."

### 1. SERVICES.

**1.1 Orders.** Everbridge shall provide Client access to its proprietary interactive communication solutions (the "**Solutions**") subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote or other ordering document (e.g., statement of work) (the "**Quote**") and the applicable Solution documentation (the "**Documentation**"). If applicable, Everbridge shall provide the training and professional services ("**Professional Services**") set forth in the Quote. Collectively, the Solutions and Professional Services are referred to as the "**Services**". Everbridge shall provide Client with login and password information for each User (as defined below) and will configure the Solutions based on the maximum number of Contacts (as defined below) or Users, as applicable depending on the Solutions ordered. Client shall undergo the initial setup and training as set forth in the onboarding Documentation within sixty (60) days of the Effective Date. Unless otherwise provided in the applicable Quote or Documentation, Services are purchased as annual subscriptions.

**1.2 Users; Contacts.** "**Users**" are individuals who are authorized by Client from time to time to use the Solutions for the purposes of sending notifications, configuring templates, reporting or managing data, serving as system administrators, or performing similar functions, and who have been supplied user identifications and passwords by Client. Users may include employees and contractors of Client or its Affiliates (as defined below). "**Contacts**" are individuals who Client designates as authorized to receive notifications or other communications through the Solutions and/or who provide their personal contact information to Everbridge, including through an opt-in portal. If applicable to the particular Solution, the number of Users and/or Contacts that may be authorized by Client is set forth on the Quote.

**1.3 Affiliates.** An Affiliate may purchase Services to the same extent as Client, provided that such purchases shall be on the same terms and conditions as this Agreement pursuant to a fully executed Quote agreed to by Everbridge and such Affiliate. Solely as to the Agreement between Everbridge and such Affiliate, all terms and references to "Client" shall refer to such Affiliate upon execution of an applicable Quote. By executing a Quote each Affiliate agrees to be bound by all the terms and conditions herein as to such Affiliate. "**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "**Control**", for purposes of this definition, means (i) the ownership of greater than 50% of the voting power to elect directors of the subject entity, or (ii) direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. An entity that becomes

an Affiliate after the execution of this Agreement will be deemed to be an Affiliate under this section.

**2. PAYMENT TERMS.** Everbridge shall invoice Client annually in advance for all Solutions and Professional Services, and Client shall pay the fees set forth in the Quote within thirty (30) days from date of invoice. If Client exceeds the usage levels specified in the Quote, then Everbridge may invoice Client for any overages at the then applicable rate. All Professional Services must be used within 12 months from date of purchase. Late payments shall accrue interest at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower. Such interest shall be in addition to any other rights and remedies of Everbridge. Unless otherwise provided, the fees set forth in the Quote do not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Client is responsible for paying, except for those relating to Everbridge's net income or property. If Everbridge is legally obligated to collect or pay taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption certificate.

### 3. RESPONSIBILITIES.

**3.1 Client Data.** Client shall retain all ownership rights in all Contact data and all electronic data Client transmits to Everbridge to or through the Solutions ("**Client Data**"). Client represents that it has the right to authorize and hereby does authorize Everbridge to collect, store and process Client Data subject to the terms of this Agreement. Client shall maintain a copy of all Contact data it provides to Everbridge.

**3.2 Use of Solutions.** Client is responsible for all activity occurring under Client's account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable laws and regulations in connection with Client's use of the Services, including its provision of Client Data to Everbridge. Where applicable, Client shall obtain the required consent of Contacts to send communications through the Solutions. Client shall use the Service in accordance with Everbridge's then applicable Acceptable Use Policy posted on [www.everbridge.com](http://www.everbridge.com). Client shall promptly notify Everbridge of any unauthorized use of any password or account or any other act or omission that would constitute a breach or violation of this Agreement. Client acknowledges that the Solutions are a passive conduit for the transmission of Client Data, and Everbridge has no obligation to screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise unlawful content in any Client Data, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Solutions by Client, Users or Contacts.

**3.3 Data Privacy.** Everbridge shall abide by all applicable Privacy Laws in connection with the operation of the Solutions. Everbridge is certified under the EU-US Privacy Shield, and will remain certified under Privacy Shield or an applicable successor regime throughout the term of this Agreement.



In the event that neither Privacy Shield nor a successor regime remains in effect, Client and Everbridge shall enter into a data processing addendum incorporating the Standard Contractual Clauses for the transfer of personal data to processors. "Privacy Laws" means all U.S., Canada and European Union, laws, treaties and regulations regarding consumer and data protection and privacy, including applicable data protection laws implemented by European Union Member States under Directive 95/46 EC (the "Directive"). For the purposes of this Agreement, Client is the data controller and Everbridge is the data processor as such terms are defined in the Directive. Everbridge shall follow Client's reasonable instructions in relation to the processing of Client Data, and Client shall be responsible for any claim, loss, expense, or damage that arises or is incurred by Everbridge as a result of Everbridge following such instructions.

**3.4 Data Security.** Everbridge's IT security and compliance program includes the following standards generally adopted by industry leading SaaS providers: (i) reasonable and appropriate technical, organizational, and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Everbridge, including measures to ensure the availability of information following interruption to, or failure of, critical business processes; and (ii) an annual assessment of its security controls performed by an accredited third party audit firm in accordance with the Statement on Standards for Attestation Engagements No. 16 (SSAE 16). Upon request, Everbridge shall provide Client with a copy of its current SSAE 16 SOC 2 report. Everbridge's security framework is based on the security requirements and controls within US National Institute of Standards and Technology (NIST) Special Publication 800-53 – Security and Privacy Controls for Information Systems and Organizations. The NIST 800-53 security requirement standard has direct mapping to other security and data privacy frameworks, including global information security standard ISO 27001, HIPAA-HITECH, and HITRUST.

**4. TERM.** The term of this Agreement shall begin on the Effective Date and shall expire when all underlying Quotes with Client or its Affiliates have expired in accordance with the terms of such Quotes, unless terminated earlier as provided herein. Services under an applicable Quote will begin as set forth in such Quote and shall continue for the initial term specified therein ("Initial Service Term"). If a Quote contains Services added to an existing subscription, such added Services will be coterminous with the Initial Service Term or applicable renewal Service term ("Renewal Term"), unless otherwise agreed to by the parties. Except as set forth in an applicable Quote, or unless this Agreement is terminated as provided herein, upon expiration of the term of any Quote, such Quote shall renew automatically for successive subsequent periods of twelve (12) months unless either party notifies the other party of its intent to terminate at least thirty (30) days prior to the end of the then current term. Everbridge reserves the right to increase its fees in any Renewal Term by three percent (3%). With respect to any renewals which are signed by Client after the previous term's expiration date, Everbridge reserves the right to increase its fees in such Renewal Term by five percent (5%).

## **5. TERMINATION; SUSPENSION.**

**5.1 Termination by Either Party.** Either Party may terminate this Agreement upon the other Party's material breach of the Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the

breach within thirty (30) days following its receipt of such notice (the "Notice Period"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice indicating its election to terminate this Agreement.

**5.2 Termination or Suspension for Non-Payment.** If Client fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement upon thirty (30) days' prior written notice to Client. Termination for non-payment shall not relieve Client of its outstanding obligations (including payment) under this Agreement. In lieu of termination for non-payment, Everbridge may suspend Client's access to the Solutions upon written notice to Client.

**5.3 Suspension.** Everbridge may suspend Client's access to the Solutions or any portion thereof for (i) emergency network repairs, threats to, or actual breach of network security; or (i) any legal, regulatory, or governmental prohibition affecting the Solution. Everbridge shall use its best efforts to notify Client through its Client Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible.

## **6. PROPRIETARY RIGHTS.**

**6.1 Grant of License.** Subject to the terms and conditions of this Agreement, Everbridge hereby grants to Client, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable right to use the Solutions.

**6.2 Restrictions.** Client shall use the Solution solely for its internal business purposes. In particular, Client's use of the Solutions shall not include service bureau use, outsourcing, renting, reselling, sublicensing, or time-sharing. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make the Solution available to any third party except as expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Solution or any materials made available by Everbridge; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solution; or (vi) defeat or attempt to defeat any security mechanism of any Solution.

**6.3 Reservation of Rights.** The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (collectively, "IP Rights"), whether conceived by Everbridge alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Everbridge and its licensors and are protected by applicable intellectual property laws of the United States and other countries. Everbridge owns (i) all feedback (except for the Client Data) provided to Everbridge by Users, Client and Contacts in conjunction with the Services, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Solutions, which are generally used to improve the functionality and performance of the Services. Except for the rights expressly granted to Client in this Agreement, all rights in and to the Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and to any modification, enhancement,

configuration or derivative work of the Solutions) are and shall remain solely owned by Everbridge and its respective licensors. Everbridge may use and provide Solutions and Professional Services to others that are similar to those provided to Client hereunder, and Everbridge may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to Client, provided that, in each case, no Client Data or Client Confidential Information is disclosed thereby.

## 7. CONFIDENTIAL INFORMATION.

**7.1 Definition.** "Confidential Information" means all information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Client Data, the Solutions, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

**7.1 Protection.** Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose other than performance or enforcement of this Agreement without Disclosing Party's prior written consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information.

**7.3 Upon Termination.** Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

## 8. WARRANTIES; DISCLAIMER.

**8.1 Everbridge Warranty.** Everbridge shall provide the Solutions in material compliance with the functionality and specifications set forth on the applicable Solution Documentation.

Everbridge shall provide 24X7X365 customer support in accordance with its most recently published Support Services Guide. Professional Services shall be performed in a professional manner consistent with industry standards. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER, AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**8.2 Disclaimer.** EVERBRIDGE DOES NOT WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**8.3 SMS Transmission.** CLIENT ACKNOWLEDGES THAT THE USE OF SHORT MESSAGING SERVICES ("SMS"), ALSO KNOWN AS TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. ACCORDINGLY, EVERBRIDGE RECOMMENDS THAT SMS MESSAGING NOT BE USED AS THE SOLE MEANS OF COMMUNICATION IN AN EMERGENCY SITUATION.

## 9. INDEMNIFICATION.

**9.1 By Client.** Client shall defend, indemnify and hold Everbridge harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with any third party claim, suit or proceeding ("Claim") arising out of any data sent, posted or otherwise transmitted via the Solution by Client or Contacts, or any breach by Client of Sections 3 or 6.

**9.2 By Everbridge.** Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client alleging that the Solution as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Solution is provided to Client. If (x) any aspect of the Solution is found or, in Everbridge's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party or (y) the continued use of the Solution is enjoined, then Everbridge will promptly and at its own cost and expense at its option: (i) obtain for Client the right to continue using the Solution; (ii) modify such aspect of the Solution so that it is non-infringing; or (iii) replace such aspect of the Solution with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will remove the infringing items from the Solution and refund to Client on a pro-rata basis any prepaid

infringement of an IP Right. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Solution supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Solution; or (iii) Everbridge's compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement for Everbridge Professional Services relating to the Solution to the extent the claim of infringement is based on the foregoing.

**9.3 Indemnification Process.** The indemnifying party's obligations under this Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance.

**10. LIABILITY LIMITS.** To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Except for its indemnification obligations under Section 9.2, notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts paid or due by Client to Everbridge hereunder during the 12-month period prior to the event giving rise to such liability. The foregoing limitations shall apply even if the non-breaching party's remedies under this Agreement fail their essential purpose.

## 11. MISCELLANEOUS.

**11.1 Non-Solicitation.** As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Client agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

**11.2 Force Majeure; Limitations.** Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, regional technology interruptions, or denial of service attacks. The Solution delivers information for supported Contact paths to public and private networks and carriers, but Everbridge cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers.

**11.3 Waiver; Severability.** The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions.

unused fees paid for such infringing element. The remedies set forth in this Section 9.2 are Client's exclusive remedy for Claims for or unenforceable, that provision shall, to the extent required, be deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the parties.

**11.4 Assignment.** Neither party may assign this Agreement to any third party except upon the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, that no such consent shall be required in the event of an assignment to an Affiliate or to a successor-in-interest to the business of the assigning Party resulting from a merger, reorganization, or sale of all or substantially all such Party's assets. Notwithstanding the above, neither Party shall assign this Agreement to any third party which is a competitor of the other Party.

**11.5 Governing Law; Attorney's Fees.** This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws rules. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

**11.6 Notices.** Legal notices (e.g., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by U.S. certified or first class mail to the other party as set forth on the signature page hereto. All legal notices shall be deemed to have been given upon receipt or, if under (c), three (3) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Section and identifying the effective date of such change. Everbridge may provide all other notices to Client's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Solutions, to the Everbridge Support Center.

**11.7 Marketing.** Client consents to Everbridge referencing Client's name as an Everbridge Client in Everbridge publications, its website, and other marketing materials.

**11.8 Export Compliant.** Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval. Client shall not permit Users to send notifications to a Contact in a U.S. embargoed country or in violation of any U.S. export law or regulation.

**11.9 General.** This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. There are no third party

If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal

beneficiaries to this Agreement. Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement, and any other document referencing and governed by this Agreement may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

<p>EVERBRIDGE, INC</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Address: 25 Corporate Drive Burlington, Massachusetts 01803</p> <p><b>For legal notice:</b> Attention: Legal Department</p>	<p>CLIENT:</p> <p>_____</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Client's Address:</p> <p>Address for Legal Notice:</p>
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EXHIBIT A  
Additional Business Terms

*The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.*

**If Client Is Ordering Nixle® Branded Products or Community Engagement:**

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, "**Public Communications**"), (b) use and display Client's trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client's website in order to drive Contact opt-in registrations. Client further acknowledges and agrees that all personal information from individuals registering through such widget is owned expressly by Everbridge and such information will be governed by the applicable Privacy Policy.

**If Client Is Ordering Ordering Everbridge Branded Products:**

1. **Types of Notifications.** "**Emergency Notifications**" are communications sent by Client through the Solution to multiple Contacts via one or multiple communication paths to advise Contacts of an immediate or expected emergency or life-threatening condition or critical circumstance, but excluding any Contact responses thereto. Emergency Notifications also include a reasonable number of test messages sent on a periodic basis during an annual period. "**Non-Emergency Notifications**" are communications sent by Client through the Solution to multiple Contacts via one or multiple communications paths which are not characterized as Emergency Notifications, and any Contact responses to such communications or to any Emergency Notifications.
2. **Messaging Minutes.** For the Mass Notification Solution, unless Client has purchased "Unlimited Use" minutes, Clients must purchase units of usage ("**Messaging Minutes**") to send Non-Emergency Notifications. No Messaging Minutes shall be required to send United States domestic Emergency Notifications, push notifications or email messages. Unused Messaging Minutes expire at the end of the annual billing period under the applicable Quote, and are not refundable. If Client has "Unlimited Use" as identified on the applicable Quote, such unlimited use does not include instabridge minutes, or international usage, which must be purchased separately.
3. **Usage.** Messaging Minutes shall be calculated as follows:
  - For text messages, one Message Minute for each 146 characters or portion thereof.
  - For voice messages, one Message Minute per minute or portion of a minute of the voice message.
  - For instabridge minutes, one Message Minute per minute or portion of a minute of the voice call or message.
  - Additional charges may apply for international notifications.
4. **Emergency Notification Review.** For Clients purchasing the Mass Notification Solution, Everbridge may review message content to verify that messages have been appropriately characterized as Emergency Notifications. If Client has not characterized a message appropriately, then Everbridge may recharacterize the message in its reasonable judgment, and apply Messaging Minutes in accordance with the above Usage allocations. Client's intentional mischaracterization of Emergency Notifications, or mischaracterization of more than three Emergency Notifications in a twelve-month period, shall constitute a material default under this Agreement.
5. **Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to such Data Feeds. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due. "**Data Feed**" means data content licensed or provided by third parties to Everbridge and supplied to Client in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence).
6. **Incident Management/IT Alerting.** For Clients purchasing the Incident Management or IT Alerting Solution, unless designated as unlimited: (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; (d) IT Alerting Users shall have the ability to build, launch or manage incidents as well as participate in an on-call schedule to receive IT outage notifications, and (e) Client shall be provided the number of incident templates purchased pursuant to the Quote. "**Incident Administrator**" means an individual who is authorized by Client as an organizational administrator for the Incident Management or IT Alerting Solution. "**Incident Operator**" means an individual who is authorized by Client as an operator of the Incident Management or IT Alerting Solution.

7. **Secure Messaging.** For Clients purchasing peer to peer secure messaging solutions ("**Secure Messaging**"), Everbridge shall comply with all applicable privacy laws, including the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**"), the Gramm-Leach- Bliley Act, and the Fair Credit Reporting Act, as applicable based on solution purchased. Any Business Associate Agreement executed in connection with this Agreement shall be incorporated and made a part of this Agreement. Client acknowledges and agrees that Secure Messaging solutions are intended to deliver non-critical, non-emergency messages between users as a convenience to facilitate communications and are not intended for or suitable for use in situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided through the services could lead to death, personal injury or property damage.

**Non-Critical Messaging**

1. If Client is using the solution to send non-emergency calls, text messages or emails to consumers, Client expressly agrees to comply with the Telephone Consumer Protection Act of 1991, including its implementing regulations, the CAN-SPAM Act of 2003, and any other similar laws and regulation (collectively, "**Consumer Protection Law**"). Client shall not violate these or others applicable laws and warrants that it shall receive express consent from Contacts if its messages fall within these Consumer Protection Laws. Client shall defend, indemnify and hold Everbridge harmless from any violation by Client of Consumer Protection Law. Client further agrees that any marketing or sales related text messages will comply with the policies and guidelines of the Mobile Marketing Association found at <http://mmaglobal.com/policies/code-of-conduct>.



## CLIENT REGISTRATION FORM

\*Required information

**\*Client Name:**

**Account Number: (Internal use only)**

**\*Requestor/Approver of Services:**

Contact Name:

Email Address:

Phone Number:

Other Number:

**\*Billing Address:**

Contact Name:

Address:

City: State/Province/Region:

--	--

Postal/Zip Code: Country:

--	--

**\*Shipping/Primary Service Location Address:**

Contact Name:

Address:

City: State/Province/Region:

--	--

Postal/Zip Code: Country:

--	--

**\*Accounts Payable Department:**

Contact Name:

Email Address:

Phone Number:

Fax Number:

Address: *same as Billing Address* *same as Shipping Address*

City: State/Province/Region:

--	--

Postal/Zip Code: Country:

--	--

**\*Purchasing Department:**

Contact Name:

Email Address:

Phone Number:

Fax Number:

Address: *same as Billing Address* *same as Shipping Address*

City: State/Province/Region:

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Postal/Zip Code: Country:

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**\*Invoice Submission Email Address(s):**

**\*Do you require a Purchase Order to process payment?**

Yes

No

If Yes, please send Purchase Order to [Final.Documents@everbridge.com](mailto:Final.Documents@everbridge.com)

(For U.S. Clients only)

**\*Is your organization exempt from paying Sales and Use Tax?**

Yes

No

If your organization is exempt or is utilizing Direct Pay, please attach a copy of your Exemption or Direct Pay Certificate to this form

\*If either of the certificates is not attached to this form, sales tax will be added where applicable.

**Please provide any special instructions for submitting and processing invoices for payment:**

**Please list and attach any required forms and/or web links for invoice processing:**

e.g., Wire/EFT/ACH forms, Vendor forms, W9 forms, Registration links

Please return the form via Email to [Final.Documents@everbridge.com](mailto:Final.Documents@everbridge.com) or Fax to 818-484-2299



## Everbridge Mass Notification for State and Local Government PRO

Everbridge Mass Notification PRO allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Mass Notification system.

### Usage\*

Unlimited Domestic Emergency Alerts and Testing Messages

Unlimited Domestic Non-Emergency Alerts Messaging

\*Usage above applies to notifications generated through the Everbridge Manager user interface. Automated notifications are subject to additional fees.

### Core Platform Access

Unlimited Administrators for web-based portal to initiate messages, reporting, and administration

Unlimited Administrators for ManageBridge Application (iOS, Android) and Mobile Optimized Notification Site (for Blackberry, etc.)

Three (3) Organization with unlimited nested static and dynamic groups

Access to Everbridge Elastic Infrastructure for message delivery

Custom branded community opt-in portal with custom fields and opt-in subscriptions

Flexible role-based access controls to manage user permissions

Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting

Access to Community Engagement to communicate Via Text, Email, And/Or Voice Messages and provide an easy way for residents to Text Opt-In (text zip-code or a keyword to 888-777)

Access to automated severe weather alerting from the National Weather Service via SMARTWeather for 1 (ONE) area no greater than a single County

Access to 1 (ONE) dedicated toll free number via Premium Audio Bulletin Board

Access to Auto-Translate, Missing Person and 10 Pre-built Message Guides

### Key Notification Features

Integrated GIS/Map-based, rule-based, group-based, or individual contact selection

Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages

One-screen broadcast creation workflow to speed message creation and reduce human error

Everbridge Network to access situational intelligence & notifications shared by other public and private groups

Publish notifications directly Facebook and Twitter and Websites and services that support API access via HTTPS using 'Web Posting'

Publish notifications directly to the Smartphones of residents and employees via Everbridge Mobile Application (fka ContactBridge)

Publish approved notifications directly to Google Public Alerts website

Access to IPAWS for authorized agencies

Contact filtering based on custom criteria and automatic address geo-coding for contacts

Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)

Organization specific customizable caller ID, greetings, and broadcast settings

SMPP based SMS text messaging

Multi-language Text to Speech Engine and Custom Voice Recording

Real-time reporting for improved situational awareness and easier after action analysis

5 Live Operator Message Initiations per year

Interactive Dashboard for Organizational Activity Summary Unlimited Notification Templates

Self-service Single Contact Record Adjustments, Contact Import via CSV Upload and via Contact API

Bulk Contact Management Automation via Secure FTP

Everbridge basic conference bridge codes

Auto translate, Boil water, Weather alert and 10 pre-built message guides

### Set-up, Implementation & Support

Up to 10 total hours of a dedicated Implementation Specialist during a Standard Implementation

Self Service Administrative Set-up, Configuration and Default Preferences

Initial Member Data Upload and Test Broadcast Support

Unlimited Access to Everbridge University classes

24x7 Customer Support (phone, web, email)

Global Support/Operations Centers for Redundant Live Support

**RESOLUTION NO. 2127-13**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to Add and Change the following Job Positions; and the Job Descriptions and Grade of Pay for same:

<b>Addition:</b>	<b>Job Positions</b>	<b>Grade of Pay</b>
	Marina Manager	22
<b>Amendment:</b>	Facility Service Coordinator Part-time to Full-time position	14

ADOPTED THIS 11TH DAY OF SEPTEMBER, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

ATTEST:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk



# CITY OF FAIRHOPE

## Uniform Job Description

Position Title: **Marina Manager** Pay Range: **\$38,270.43 - \$49,751.56 - \$61,232.70**

Department: **Parks & Recreation** Pay Grade: **22**

Reports To: **Director of Parks & Recreation** Effective Date: **October 7, 2017**

Supervises: **Marina Personnel**

Approvals: _____	
Supervisor	Human Resources Director
_____	_____
Date	Date
FLSA Exempt: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Safety Sensitive: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No DOT Regulated: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

### BASIC PURPOSE OF THE POSITION

The purpose of this position is to oversee ongoing marina maintenance and improvements on an approved budget and schedule.

### DISTINGUISHING CHARACTERISTICS OF THIS POSITION

This position is responsible for the safe mooring of vessels, and the general operation of the city's marina including budgeting responsibilities, assisting boaters, and maintaining a safe and clean environment throughout the marina facilities. In-depth knowledge of Mobile Bay and surrounding waterways helpful.

### ESSENTIAL FUNCTIONS AND RESPONSIBILITIES

- Oversees the Marina's daily operations.
- Strives for Clean Marina and/or Clean Resilient Marina status.
- Oversees third party vendors who perform work at the property.
- Maintains up-to-date insurance files on all vendors.

**Director of Operations**

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- Provides excellent and prompt service to customers, prospective customers and guests.
- Insures prompt maintenance of docks, piers, buildings, grounds and equipment.
- Supervises all personnel.
- Understands and complies with government regulations pertaining to the facility.
- Proactively seeks ways to promote Marina to maximize potential.
- Ensures safety of employees, customers and visitors.
- Trains employees on the safe use of marina equipment and all emergency procedures.
- Manages daily financials of operations.
- Hires, trains, supervises all marina employees to ensure sufficient staffing coverage to promote high quality service and work performance.
- Prepares annual budget and capital plan.
- Oversees renovation of marina facilities and ongoing maintenance and improvement projects.
- Actively pursues practices that work to achieve Clean Marina status.
- Creates, maintains, and modifies as necessary all leases and related forms for docks and slips.
- Inspects property daily to ensure the Marina is presented in the best possible way.
- Hires, trains and supervises all onsite employees to achieve the goals of the property and the City of Fairhope. Establish work schedules.
- Assists with development of an annual budget and operate the property to achieve its financial goals. Follow up on any unpaid or slow paying accounts.
- Monitors fuel and electric readings to ensure accurate billing and inventory control.
- Maintains compliance with all government regulations – city, state and federal.
- Develops a severe weather/hurricane emergency plan.
- Adjusts as necessary slip rates and other services offered by the marina.

**OTHER DUTIES AND RESPONSIBILITIES**

All other duties as assigned.

Director of Operations

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**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES**

Thorough recreational boating background.

Thorough knowledge of small boat handling and terminology.

Thorough knowledge of customer service and employee management skills.

Thorough knowledge of U.S. coastal waters, including laws and regulations of the various agencies governing marine navigation.

Thorough knowledge of federal, state and local laws and regulations regarding the operation, mooring and docking of boats

Good knowledge of marina management including but not limited to facility and grounds, maintenance, tenant relations, leasing, and rent collection.

Good knowledge of standard maintenance practices for wooden and concrete structure, electrical systems, water distribution systems, marine sewage systems, water safety and rescue methods.

Skill in organization.

Ability to analyze business, understand trends in boating industry and be responsive to customers' requests.

Ability to communicate effectively both verbally and in writing.

Ability to pay attention to detail.

Ability to follow – up occurrences when necessary.

Ability to read charts, maps, weather recording devices and to interpret weather information as it relates to marine navigation.

Ability to gather information and act decisively in the event of a distress call, environmental or weather emergency, or other crisis involving the operations of the port/harbor.

Ability to work 24 hours by telephone for on call as needed.

Able to use personal vehicle for occasional company use.

Ability to work weekends and holidays as required for the successful operation of the Marina.

**REQUIRED EDUCATION, EXPERIENCE AND TRAINING**

Graduation from a standard senior high school or GED required, two years college education helpful. Five years previous marina experience, with comprehensive maintenance responsibilities. Previous supervisory experience preferred. Special Requirement: Must maintain a valid Boater's license, and a valid state of Alabama driver's license.

Director of Operations

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**EXTENT OF PUBLIC CONTACT**

Daily public contact.

**PHYSICAL DEMANDS**

Must be able to lift 50 lbs, climb ladders, stooping, bending, pushing, and pulling.. Must be able to walk or stand continually on uneven surfaces.

**WORKING CONDITIONS AND ENVIRONMENT**

Conditions should not be hazardous but severe weather is a daily possibility. Must be able to work outside in all weather conditions and to withstand some exposure to the sun.

*This job description does not constitute either a written or implied contract of employment. The City of Fairhope reserves the right to revise, alter and/or change this job description, as the City deems necessary.*



# CITY OF FAIRHOPE

## Uniform Job Description

Position Title:	<b>Facility Service Coordinator</b>	Pay Range:	10.32 - 16.51/hr    \$21,458.32 - 34,333.31
Department:	<b>Adult Recreation/Nix Center</b>	Pay Grade:	<b>14</b>
Reports To:	<b>Senior Services Manager</b>	Effective Date:	<b>ASAP</b>
Supervises:	<b>NA</b>		

Approvals: _____	
Supervisor	Human Resources Director
_____	_____
Date	Date
FLSA Exempt: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No            Safety Sensitive: <input type="checkbox"/> Yes <input type="checkbox"/> No            DOT Regulated: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

### I BASIC PURPOSE OF THE POSITION

To assist the Facility Manager in the daily operations of the James P. Nix Center primarily in the coordination of special events and regularly scheduled events.

### II DISTINGUISHING CHARACTERISTICS OF THIS POSITION

This position is unique in that its occupant may be required to work event-based hours which will include early mornings, late nights, and weekends. However, a more conventional schedule can be administered during the off-peak times. The occupant needs to be able to communicate effectively with members and all visitors to the Nix Center. This position requires a flexible and innovative approach to problem solving and decision making, and the ability to attend to multitudinous tasks, in an on-going manner.

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### **III ESSENTIAL FUNCTIONS AND RESPONSIBILITIES**

- Coordinates all regular and special events that take place at the Nix Center and keeps the Facility Manager informed of all activities
- Maintains Nix Center calendars reviewing schedules for double-bookings and other scheduling conflicts in a timely manner
- Maintains booking and scheduling documents both printed and electronic
- Maintains and updates membership records weekly
- Assists with monthly Nix Center communications through Facebook, Constant Contact and the monthly newsletter.
- When necessary, conducts facility tours for potential clients; recommends appropriate space and services; answers questions; assists customers in finalizing rental agreements
- Assists in maintaining and ordering supplies, keeping proper inventory levels

### **IV OTHER DUTIES AND RESPONSIBILITIES**

- Operates city vehicle when necessary
- Performs applicable duties of Supervisor (Facility Manager) in Supervisor's absence
- Ability to open and securely close the facility when necessary.

### **V . REQUIRED KNOWLEDGE, SKILLS AND ABILITIES**

- Strong communication skills
- Competency working with Microsoft suite of office tools (Word, Excel, PowerPoint and Publisher)
- Working knowledge of Nix Center audio systems and lighting

### **VI ACCEPTABLE EDUCATION, EXPERIENCE AND TRAINING**

- Certification in AED/CPR
- Possession of a valid Alabama Drivers' License



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**VII EXTENT OF PUBLIC CONTACT**

Contact with the public is primarily with Nix Center members and on occasion with the general public during certain activities.

**VIII PHYSICAL DEMANDS**

Must be able to lift 25 lbs. to chest height; climb stairs and ladders.

**IX WORKING CONDITIONS AND ENVIRONMENT**

This position consists mostly of inside work

*This job description does not constitute either a written or implied contract of employment. The City of Fairhope reserves the right to revise, alter and/or change this job description, as the City deems necessary.*

**RESOLUTION NO. \_\_\_\_\_**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** that Operations Director Richard Peterson, as Engineer of Record for the Marina Repairs, is hereby authorized to expend appropriate but necessary funds up to \$3,500.00 to secure technical data regarding capacity and condition of the travel lift facility and potential forklift.

DULY ADOPTED THIS 11TH DAY OF SEPTEMBER, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the City Council has established the Financial Advisory Committee with the mission to investigate and analyze all aspects of City finances including assets and liabilities, income and expenditures, cash flow, financial policies and procedures, and purchasing policies and procedures; and

**WHEREAS**, the City Council has directed the Financial Advisory Committee to place special emphasis on current and future potential debt, and upon future potential investments in large assets; and

**WHEREAS**, having investigated and analyzed such matters the Financial Advisory Committee is directed to make appropriate recommendations to City Council; and

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE**, that all anticipated or requested expenditures for capital purchases, matching funds for grants, land purchases, donations, community development projects, increases in debt, or expenditures not included in the City's current fiscal year budget be submitted to the Financial Advisory Committee for analysis and recommendation(s) before being submitted to City Council for consideration; except that, if either the President of City Council or any other two Members of City Council shall determine that such anticipated or requested expenditure is an emergency which cannot be delayed, such requested expenditure may be submitted directly to City Council for consideration.

**BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE**, that Resolution No. 1562-09 adopted on September 28, 2009 is hereby repealed and replaced by said resolution.

Adopted on this 11th day of September, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

The mission of the Fairhope Financial Advisory Committee is to investigate and analyze all aspects of City finances including assets and liabilities, income and expenditures, cash flow, financial policies and procedures, and purchasing policies and procedures; special emphasis shall be placed on current and future potential debt, and upon future potential investments in large assets. Having investigated and analyzed, the Financial Advisory Committee shall make appropriate recommendations to City Council.

September, 2017

**RESOLUTION NO. 1562-09**

**WHEREAS**, the City Council has previously established the Financial Advisory Committee with the mission to investigate and analyze all aspects of City finances including assets and liabilities, income and expenditures, and cash flow; and

**WHEREAS**, the City Council has directed the Financial Advisory Committee to place special emphasis on current and future potential debt, and upon future potential investments in large assets; and

**WHEREAS**, having investigated and analyzed such matters the Financial Advisory Committee is directed to make appropriate recommendations to City Council, taking into consideration the recommendations of the Strategic Planning Committee; and

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE**, that all anticipated or requested expenditures for capital purchases, matching funds for grants, land purchases, donations, community development projects, increases in debt, or expenditures not included in the City's current fiscal year budget be submitted to the Financial Advisory Committee for analysis and recommendation(s) before being submitted to City Council for consideration; except that, if either the City Administrator or the President of City Council shall determine that such anticipated or requested expenditure is an emergency which cannot be delayed, such requested expenditure may be submitted directly to City Council for consideration.

Adopted on this 28th day of September, 2009

\_\_\_\_\_  
Timothy M. Kant, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, City Clerk

**PEDESTRIAN AND  
BICYCLE COMMITTEE**

**NOMINEE (S)**

**3-Year Term**

APPOINTMENTS\_\_\_\_\_.

Matt Love  
Gary Gover

REAPPOINTMENTS\_\_\_\_\_.

The terms shall end September 2020

Received 7/18/17  
ZMT

# CITY OF FAIRHOPE



## APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMITTEE

City Council seeks to have diversity in making appointment to boards and committees. It is the policy of the City Council to make appointments based on the needs of the City as well as the interests and qualifications of each applicant. In accordance with the Code of Alabama, all applicants must be qualified electors and taxpayers in the City, excluding the Planning Commission. All applications filed with the City Clerk will be public record.

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

PLEASE PRINT CLEARLY

Last Name: Love First Name: Matt  
 Phone Number: 225-235-6471 Cell: ph # Email: fatnotfossil@hotmail.com  
 Home Address: 525 Kensley Ave  
 City: Fairhope State: AL Zip: 36532  
 Business Address: N/A  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of Board or Committee: Fairhope Bike and Pedestrian Committee

EDUCATIONAL BACKGROUND:  
High School - Foley Masters of Science - University of Central Florida  
Bachelors in Marine Biology - Auburn University

PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:  
Adventure Cycling  
USA Cycling

PROFESSIONAL EXPERIENCE:  
 - Marine Science - Recreation  
 - Conservation - Geographic Information Systems

CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS:  
 - Public health - Active transportation - Quality of life  
 - Environmental sustainability - Safe Routes to school

HOW WILL YOUR QUALIFICATIONS BEST SERVE THE NEEDS OF THE COMMUNITY?  
Help promote smart growth to enable positive influences to public health.

Signature: [Signature] Date: 7/18/17

You may attach a resume with this application.

# CITY OF FAIRHOPE



SEP 5 '17 AM 8:46

*YAH*

## APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMITTEE

City Council seeks to have diversity in making appointment to boards and committees. It is the policy of the City Council to make appointments based on the needs of the City as well as the interests and qualifications of each applicant. In accordance with the Code of Alabama, all applicants must be qualified electors and taxpayers in the City, excluding the Planning Commission. All applications filed with the City Clerk will be public record.

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

PLEASE PRINT CLEARLY

Last Name: Gover First Name: Gary

Phone Number: 251-990-8662 Cell: 251-725-3989 Email: govers@bellsouth.net

Home Address: 300 Lincoln St.

City: Fairhope State: AL Zip: 36532

Business Address: n.a.

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of Board or Committee: Fairhope Pedestrian and Bicycle Committee

EDUCATIONAL BACKGROUND: BS in Biological Sciences. Graduate study in Business and Public Administration.

PROFESSIONAL LICENSES AND/OR ASSOCIATIONS: None.

PROFESSIONAL EXPERIENCE: Supervisory Systems Analyst (U.S. Government)

CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS: Member: Fairhope Environmental Advisory Board, Fairhope Recycling Committee, and Fairhope Historic Preservation Committee. Officer: Earth Day Mobile Bay, Inc., and Local Food Production Initiative, Inc.

HOW WILL YOUR QUALIFICATIONS BEST SERVE THE NEEDS OF THE COMMUNITY? I have significant experience walking, biking, and driving all areas of Fairhope. I am systematic and carefull in civic matters.

Signature: *Gary Gover* Date: September 1, 2017

You may attach a resume with this application.



# Gary Gover

## Current Activities:

**Fairhope Environmental Advisory Board** – The City of Fairhope has an Environmental Advisory Board. Gary Gover became a member of the board eight years ago, and has worked particularly on examining environmental issues in City parks and waterfront properties. He is currently working on the matter of fecal pollution affecting City swimming beaches.

**Fairhope Recycling Committee** – Fairhope's City Council has a recycling Committee to advise it on the City's waste recycling program. Gary Gover became a member of the committee ten years ago and has served as Chairman. The committee has helped the City to move to automated collection and collection of cooking oil and to increase household participation from 35% to 50%.

**Historic Fairhope Preservation Committee** – Fairhope's City Council has a committee to advise it on the matter of having an historic property program as an extension of zoning. Gary Gover became a member of the committee fifteen years ago and has served as Secretary and as Chairman, working to inform the populace about historic preservation and to promote the idea of establishing a preservation program to promote and protect investments in historic properties.

**Earth Day Mobile Bay, Inc.** – A group of Fairhope citizens has for twenty odd years celebrated Earth Day with a free public event featuring environmental education and information, good food, and good music. Gary Gover has joined in the effort of putting on the event for ten years and helped organize the group into an educational, charitable, nonprofit, US income tax-exempt corporation. He has served as Chairman and President and has joined the City of Fairhope into the activity.

**Local Food Production Initiative, Inc.** – Gary Gover is a charter member for the Local Food Production Initiative helped form the enterprise as an educational, charitable, nonprofit, US income tax-exempt corporation. The corporation has established a youth garden at a Boys and Girls Club and two community gardens at locations within the City of Fairhope. The corporation is now working to support markets for local food producers. Gary Gover has served as Vice President.

## Recent Past Activities:

**Citizens Advisory Committee** – The City of Fairhope's Police Department established a citizens advisory committee to foster community relations. Gary Gover is a charter member and has served as President. The committee meets regularly to discuss department and public business and recognize outstanding police officers and citizens.

**Alabama Coastal Foundation Water Festival** – Gary Gover and his wife participated in the Alabama Coastal Foundation's Water Festivals to conduct educational water cycle classroom exercises and inter-school quiz competitions for fifth graders for five years.

**Fairhope Seniors Center Sailing on Mobile Bay** – Gary Gover and his wife have been sailboaters for thirty years. When they moved to Fairhope seventeen years ago, they saw that the bay was an ideal place for pleasure boating, but that there was not much boating activity. To stimulate interest in boating and the bay, they devised a program in which they take six or so seniors for a four-hour sail on the bay with

a pot-luck meal each Friday at no charge. To date they have made about 650 of these excursions and taken out about 4000 passengers.

**Citizens for Responsible Government** – A group of Fairhope Citizens has for about twelve years worked to improve governance in the City. Gary Gover has been a member for ten years and has worked on campaign forums for elected city offices. He has served as President of the group. The group has been inactive during the past year.

**Baldwin County Public Transit Coalition** – Many interested local governments and organizations have had members working to promote plans and programs for public transit in Baldwin County through membership in the Baldwin County Public Transit Coalition. The coalition has produced plans for transit in the Eastern Shore and the Gulf Shore areas. Through the Citizens for Responsible Government, Gary Gover became a member and has served as Secretary. The coalition has been inactive during the past year.

**Share the Beach** – Gary Gover and his wife have been volunteers in the sea turtle protection program known, “Share the Beach,” for ten years. During the May through October nesting season they are among the volunteers who patrol the ocean beaches mornings to locate turtle nests and then protect them to assure that hatchlings make it safely to the sea.

**Coastal Cleanup** – Gary Gover has served as the Fairhope zone captain for the Ocean Conservancy's Coastal Cleanup program for ten years. The program is also sponsored by Alabama State Lands and People Against a Littered State. Recently the program has been joined and is now led by the City of Fairhope to broaden the scope of the cleanup. The program enjoys a high rate of citizen participation, removes a great deal of trash from the environment, and contributes to the Ocean Conservancy's annual assessment of the global state of trash and the waterways.



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

ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLEASE PRINT

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

APPLICANT'S NAME Point Clear Charities, Inc. SSN# \_\_\_\_\_  
Travis B. Goddard, Jr., President

AGE \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ AGE OF BIRTH Birmingham, AL

MAILING ADDRESS PO Box 709, Point Clear, AL 36564

HOME # \_\_\_\_\_ WORK # 251. 607. 7810

CELL # \_\_\_\_\_ FAX # 251. 776. 1788

RESIDENCE ADDRESS \_\_\_\_\_

NO. YEARS AT PRESENT ADDRESS 14 NO. YEARS AT PREVIOUS ADDRESS 9

PREVIOUS ADDRESS \_\_\_\_\_

NAME AND ADDRESS OF BUSINESS 2017 Polo at the Point and Fairhope Fete.  
7883 County Road 32, Point Clear, AL 36564

NAME OF CORPORATION Point Clear Charities, Inc.

BUSINESS LOCATION 17616 S. Greeno Rd, Fairhope, AL 36532

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE YES

IF SO, WHERE SAME UNDER WHAT NAME SAME

HAS APPLICANT EVER BEEN ARRESTED NO IF SO, WHERE \_\_\_\_\_

WHEN \_\_\_\_\_ WHAT WAS CHARGE \_\_\_\_\_

DISPOSITION \_\_\_\_\_

LIST THREE REFERENCES:


NAME	ADDRESS	PHONE NUMBER
<u>John C. Bell</u>		
<u>Pamela White</u>		
<u>Sandy Blount</u>		

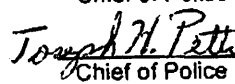
City of Fairhope  
Alcoholic Beverage  
License Application  
Page -2-

**PLEASE SELECT TYPE OF LICENSE APPLYING FOR:**

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

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

  
 SIGNATURE (FULL NAME) \_\_\_\_\_ DATE 8/16/17  
Travis B. Goodlove, Jr. President

NOT APPROVED \_\_\_\_\_ DATE \_\_\_\_\_ NOT APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
 Chief of Police BY COUNCIL City Clerk  
 APPROVED  DATE 09-25-17 APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
 Chief of Police BY COUNCIL City Clerk

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

City of Fairhope

AUG 30 '17 AM 8:42

*AKH*

Approval for Special Event Request

8 | 7 | 17

Date complete application submitted to Rental Facilities Department

City Sponsored Event

Non City Sponsored Event

Event: Fairhope Witches Ride / Furrever Homes Animal Rescue

Person Requesting: Jenny Klein

Date of Event: Oct. 26, 2017

Location: see attached map for ride map. Block Party will close Equality St.

From Section St to Bancroft St. / Staging Pre-Race on Bancroft From Magnolia

to Equality

Please attach all supporting documentation.

**Approval:**

Joseph H. Pettin Date: 08-18-2017  
Police Chief/Designee

Estimated security cost for event \$ 1,020.00  
Date: \_\_\_\_\_  
Director of Public Works/Designee

Estimated cost for city services \$ 400 city cost - see attached

**Disapproval:**

\_\_\_\_\_  
Police Chief Date: \_\_\_\_\_

\_\_\_\_\_  
Director of Public Works/Designee Date: \_\_\_\_\_

Route back to rental facilities department for application package finalization

NOTES: ~~\_\_\_\_\_~~ \$100.00 estimated clean-up fee, at non-profit rate.

Once signatures are obtained, please forward to the City Clerk's office to go before council.

# CITY OF FAIRHOPE

## PARK AND/OR STREET USAGE CHECKLIST

ALL INFORMATION AND DOCUMENTATION REGARDING YOUR EVENT MUST BE SUBMITTED TO  
THE CITY OF FAIRHOPE AT LEAST 12 WEEKS PRIOR TO YOUR EVENT  
ANY DOCUMENTATION THAT IS SUBMITTED LESS THAN 12 WEEKS WILL NOT BE ACCEPTED

- 1. Application, Cancellation Policy, Indemnity/Hold Harmless Agreement completed, signed, and dated.
- 2. A copy of the letter to the City Council if you are making any special requests which include but are not limited to street closing, permission to have alcohol, law enforcement personnel, barricades, and other event details.
- 3. Route/Map of Special Event [Emergency Vehicle (i.e. police, fire, etc.) access must be provided]  
Estimated Law Enforcement/Personnel Cost: \$ 1,020.00
- 4. NON-PROFIT ORGANIZATIONS: Proof of nonprofit status (IRS letterhead)
- 5. Proof of liability insurance for event naming the City of Fairhope as certificate holder with date of event requested.
- 6. For Street Closings within the Central Business District, signatures from 75% businesses/residences and notification to 100% of the businesses/residences within 300 feet of the location of event. (12 weeks prior to event)
- 7. For Street Closings outside the Central Business District, signatures from adjacent businesses within 300 feet of event (12 weeks prior to event) and notification of all businesses/residents along race route (30 days prior to event).

N/A 8. For South Park Events, signatures from:

Shuck's Restaurant: \_\_\_\_\_ Date: \_\_\_\_\_  
Down by the Bay Cafe: \_\_\_\_\_ Date: \_\_\_\_\_

9. Event details (Items, including the ones listed below, must be removed immediately following event and park/street cleaned and restored to original condition. (If not, additional fees will be incurred.)

- Law Enforcement Personnel Provided by: FAIRHOPE POLICE
- Barricades Provided by: FAIRHOPE POLICE
- N/A Staging Provided by: \_\_\_\_\_
- Tents Provided by: BLUE RENTS
- Port-o-lets provided by: BALDWIN PORTABLES
- \_\_\_\_\_ Special transportation needs provided by: \_\_\_\_\_
- \_\_\_\_\_ Special electrical needs: \_\_\_\_\_

\_\_\_\_\_ 10. AGENDA DATE TO MEET WITH CITY COUNCIL (if required): \_\_\_\_\_

*Office use only*

\_\_\_\_\_ Street closing approved    \_\_\_\_\_ Alcohol approved    \_\_\_\_\_ ABC License if selling alcohol    \_\_\_\_\_ Park/Street permit fees paid

**APPLICATION FOR USE OF THE CITY OF FAIRHOPE SIDEWALKS AND/OR STREETS**

We the undersigned hereby apply for the use of certain sidewalks and/or streets within the City of Fairhope and in connection with said application, furnish the following:

- 1. Which street and/or sidewalk do you wish to use? ROUTE FROM FAIRHOPE POLICE ATTACHED
- 2. Date Requested: OCT 26, 2017 Hours requested from: \_\_\_\_\_ to \_\_\_\_\_
- 3. Renter's Name: FAIRHOPE WITCHES RIDE / FURREVER HOME ANIMAL RESCUE  
 Address: 1973 CO RD 9  
 City: SILVERHILL State: AL Zip: 36576  
 Phone Numbers: 251-610-0678
- 4. Purpose of Use: FAIRHOPE WITCHES RIDE
- 5. Number of persons expected to attend (adults and minors): 750 WITCHES
- 6. Will there be alcohol on the premises during the event? NO If requested, the Fairhope City Council may allow alcoholic beverages. If alcohol is allowed, the user must adhere to all rules of the Alabama Beverage Control Board and its permitting process. All permits required must be submitted to the City of Fairhope Police Chief at least 12 weeks prior to the event.
- 7. Describe any decorations, tents, sound equipment, staging, port-o-lets, etc.: TENTS + PORT-O-LETS  
BLUE RENTS + BRLDWIN PORTABLES Rental Company: \_\_\_\_\_
- 8. Will you need electricity? \_\_\_ Yes  No For: \_\_\_\_\_  
 Will you need water? \_\_\_ Yes  No For: \_\_\_\_\_

**INDEMNITY AND HOLD HARMLESS AGREEMENT**

In consideration of the permission granted to me by the City of Fairhope to use the sidewalks and/or streets, I hereby indemnify and hold harmless the City of Fairhope, its agents, servants and employees from any and all claims and causes of action that may arise from injury to me or third parties using the sidewalks and/or streets who are injured or suffer property damage that is in any way caused by my use of the sidewalks and/or streets. This indemnity and hold harmless agreement is given to the City of Fairhope to protect the City and its agents, servants and employees from cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of the sidewalks and/or streets.

**CLEANING AND CANCELLATION POLICIES**

- a.) At the conclusion of the event, the area will be inspected by a representative of the City. If the user has not cleaned up the park and restored it to its original condition, the City will clean up the park and charge the user for the services.
- b.) All cancellations and/or date changes must be in writing and signed by the same person who signed the application and paid the rental fees, and must be given to the Site Manager not less than 30 days prior to the event. No fee refunds will be made for cancellations made less than 30 days prior to the event.

Fee refunds will be made by check, and delivered by mail, less the cost of City services, as assessed by the appropriate City staff for cleaning, or a 20% handling charge for cancellations.

We the undersigned have read and understand the **Indemnity Agreement**, as well as all rules and regulations contained in **City Ordinance No. 1576** as set forth by the governing body of the City of Fairhope, and will abide by these rules and regulations, which include but are not limited to the **Cancellation** and **Cleaning** policies. We also understand that if, at any time, the City-appointed Law Enforcement Personnel feel that said rules and regulations are not being followed, the function will be terminated.

Renter's Signature: [Signature] Date: 7/31/17  
City Personnel: [Signature] Fees Paid: \$1,075.00 Date: 8/7/17 Ck. #: 1008

-Office Use Only-

Application Signed/Dated \_\_\_\_\_ Permit/Deposit Fees \_\_\_\_\_ Entered in Calendar \_\_\_\_\_

**City of Fairhope**  
**Park & Street Usage Charges**

(per city ordinance No. 1575, 1576, & 1486)

Fairhope Civic Center, P.O. Drawer 429, Fairhope Al. 36533 - (251) 929-1479 / 990-0130 (251) 929-1467[Fax]

Name: Fairhope Witches Ride / Furrever Homes Animal Rescue

Address: 19713 County Rod. 9

Date of function: 10-26-17

Phone: 251-610-0678

No. in attendance: 750

**FEE SCHEDULE**

Park Rental Fee: \$150. per diem

Street Rental Fee: \$150. per diem

\$150.

Subtotal: \$150

Non-profit organization; exempt from 50% rental fees.

\*Proof of 501 non-profit must be on file.

50% Non-Profit Rate : \$75.

Additional Hours – past allotted four hour: @ \$75 per hour

Electric/Water Fee: (one time charge of \$50.)

Refundable Clean-up Deposit: (Required)

\$1,000.

Balance Due: \$1,075.

Less cleaning fee: -           

(50% non-profit rate) -           

Refund Due:           

*\*Refunds for clean-up deposit to be mailed to address given on rental application, three weeks after event.\**

Notes: fairhope witches ride 2018 - Equality St. from 4-8pm / other streets from 5:30-6pm

Paid: \$1,075.<sup>00</sup> Check# /Cash 1008.

Date: 8-7-17



**APPLICATION FOR USE OF THE CITY OF FAIRHOPE SIDEWALKS AND/OR STREETS**

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- Which street and/or sidewalk do you wish to use? ROUTE FROM FAIRHOPE POLICE ATTACH
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- Renter's Name: FAIRHOPE WITCHES RIDE / FURREVER HOME ANIMAL RESCUE  
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- Number of persons expected to attend (adults and minors): 750 WITCHES
- Will there be alcohol on the premises during the event? NO If requested, the Fairhope City Council may allow alcoholic beverages. If alcohol is allowed, the user must adhere to all rules of the Alabama Beverage Control Board and its permitting process. All permits required must be submitted to the City of Fairhope Police Chief at least 12 weeks prior to the event.
- Describe any decorations, tents, sound equipment, staging, port-o-lets, etc.: TENTS + PORT-O-LETS  
BLUE RENTS + BALDWIN PORTABLES Rental Company: \_\_\_\_\_
- Will you need electricity?  Yes  No For: \_\_\_\_\_  
 Will you need water?  Yes  No For: \_\_\_\_\_

In consi hold har from inj caused t protect t either di	<b>FURREVER HOMES ANIMAL RESCUE LLC</b> 3258 Bellingrath Dr #14080 Foley, AL 36535	1008 61-1/620	8/4/17 DATE	ennify and may arise any way irhope to y be caused
	PAY TO THE ORDER OF	City of Fairhope	\$ 1,075.00	
	one thousand seventy five \$1075.00	DOLLARS		
a.)	REGIONS			ned up the
b.)	FOR FAIRHOPE WITCHES RIDE		MP	ion and paid ill be made
	⑆06 20000 ⑆9⑆ 0 ⑆786 7 ⑆566 ⑆0 ⑆008			
	<small>Harland Clarke</small>			

Fee refunds will be made by check, and delivered by mail, less the cost of City services, as assessed by the appropriate City staff for cleaning, or a 20% handling charge for cancellations.

We the undersigned have read and understand the **Indemnity Agreement**, as well as all rules and regulations contained in **City Ordinance No. 1576** as set forth by the governing body of the City of Fairhope, and will abide by these rules and regulations, which include but are not limited to the **Cancellation and Cleaning** policies. We also understand that if, at any time, the City-appointed Law Enforcement Personnel feel that said rules and regulations are not being followed, the function will be terminated.

Renter's Signature: Date: 7/31/17  
 City Personnel: Fees Paid: \$1,075.00 Date: 8/7/17 Ck. #: 1008



August 3, 2017

The Honorable Karin Wilson & Fairhope City Council  
City of Fairhope  
161 North Section Street  
Fairhope, AL 36532

Dear Mayor Wilson and City Council Officials,

We are excited to bring the 3<sup>rd</sup> Annual Fairhope Witches Ride to downtown Fairhope on the evening of Thursday, October 26<sup>th</sup> 2017. This whimsical bike ride will benefit *FurrEver Homes Animal Rescue*. Last year we raised \$12,000 that helps rescue, foster and provide medical needs for animals in Baldwin County.

Our team has been working closely with the Fairhope Police Department for planning and our bike ride route was developed with Sheri Swartz. The Fairhope Witches Ride is asking for a street usage permit (route map attached) for the bike ride from 5:30pm – 6:00pm.

With our application we are asking for <sup>two-four</sup> ~~one~~ blocks of street closure on Equality Street <sup>AND</sup> ~~between~~ North Bancroft ~~and Section Street~~ from 4:00pm – 8:00pm. This area closure will facilitate our "Black Hat Block Party" that will be the gathering location for our Witches and where our volunteers will help line-up the bikes for the short ride. After the ride we would like the area to transform into a block party atmosphere where our Witches and their guests can enjoy food and beverages from the merchants in that vicinity (McSharry's, Ravenite, Tamara's and all of the vendors in the Windmill Market). **THESE STREETS OPEN UP AS THE POST-RIDE CROWD DISPERSES.**

I am diligently working to gain approval from all of the merchants on Equality/Bancroft Street on that block and signatures are being collected for the ride route street usage. In 2016 we did not have any objections or complaints from the Fairhope merchants and residents.

Sincerely,

Jenny Beam Klein  
FairhopeWitchesRide@gmail.com  
Cell 251-610-0678  
www.facebook.com/FairhopeWitchesRide

# Fairhope Witches Ride—Thursday, October 26, 2017

## And Black Hat Block Party

6 officers  
4:30-7:30p.m.

4 officers  
4:30-8:30p.m.

\$30 per hour—  
\$1,020

3p.m. Equality & Bancroft Closes  
4:30-5:30 Check-In 5:30p.m.  
5:30p.m. Ride  
6:00p.m. Ride Ends  
6-8p.m. Block Party

No “drunk witches” permitted to ride and NO ALCOHOL on the bikes—this is equivalent to a DUI by law

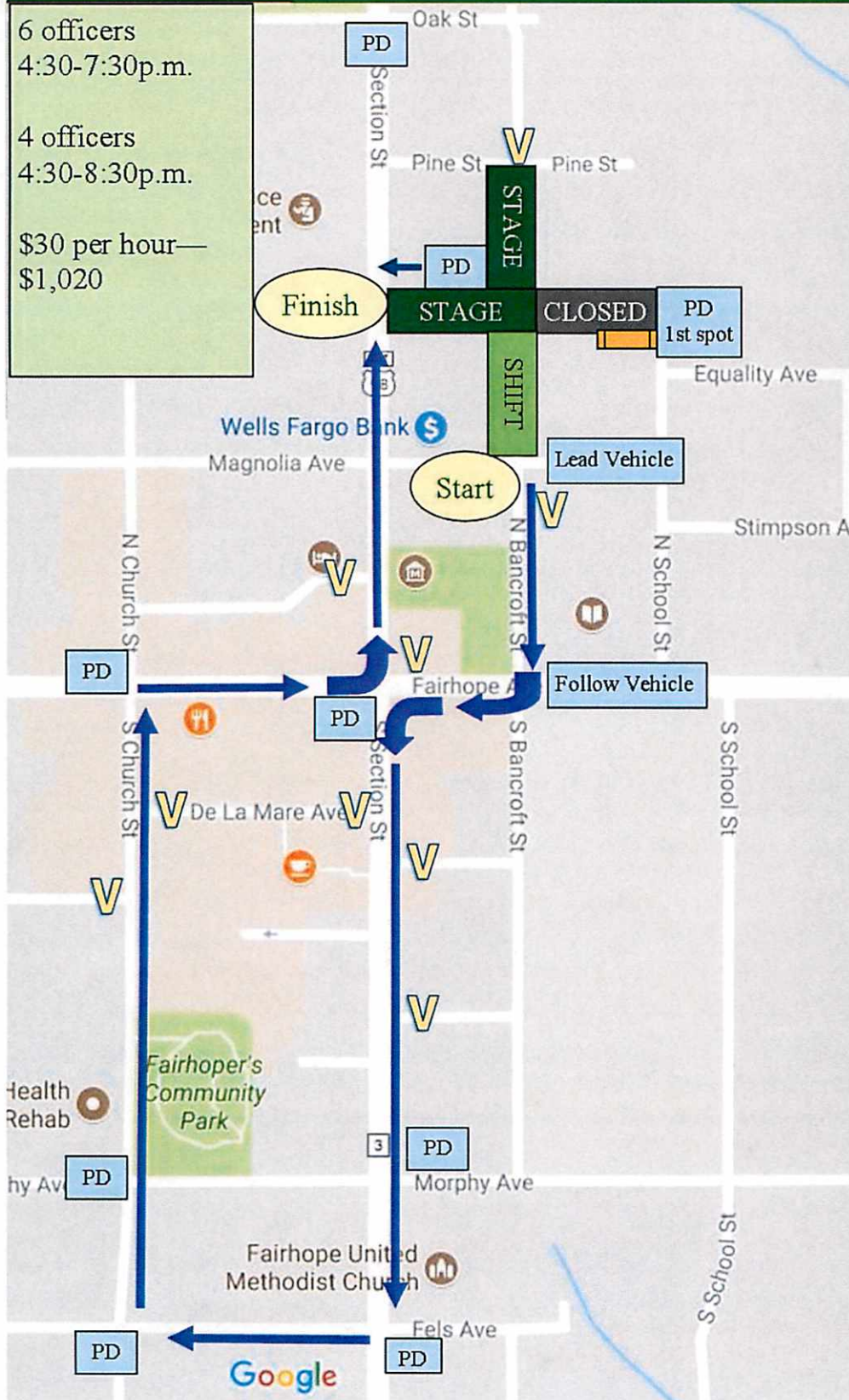
750 MAX RIDERS

No Rain Date

PD will have lead vehicle

Requesting to close Equality between Section and School & Bancroft from Magnolia to Pine

After the ride, officers to monitor Equality Street and help local merchants to keep drinks inside—alcohol is NOT permitted in the streets as the group did not get an event liquor license.



Folks will be allowed to purchase drinks at the Windmill or at McShary's, but will not be allowed to leave those establishments with the alcohol; per ABC

P. O. BOX 2508  
CINCINNATI, OH 45201

Date: MAY 14 2014

FURREVER HOMES ANIMAL RESCUE INC  
C/O STEVE WILLIAMS  
23300 FOUNTAIN ST  
ROBERTSDALE, AL 36567

Employer Identification Number:  
45-3661443  
DLN:  
17053280312003  
Contact Person: ID# 31954  
CUSTOMER SERVICE  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
509(a)(2)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
October 20, 2011  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

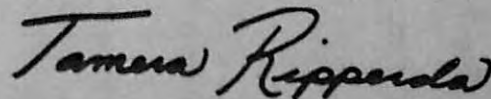
Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Director, Exempt Organizations

Enclosure: Publication 4221-PC

DATE: \_\_\_\_\_

NAME	ADDRESS	PHONE	SIGNATURE
Utopia	300 Fairhope Ave	9289294	[Signature]
M. Anderson	300 Fairhope Ave #A		[Signature]
VILLA DECOR			Pat Clark
PIZONE			Allie Egan
UK Collection	320 Fairhope Ave	251-990-9001	Kelsy Phillips
SWAY	324 Fairhope Ave	990-2282	B. Delaney
SHOEFLY	324 FAIRHOPE AVE	929-3232	M. Millott
ADRENALINE	328 FAIRHOPE AV		Kew [Signature]
HERTHA'S	330 FAIRHOPE		* [Signature]
Richmond Assoc.	332 A FAIRHOPE AVE	209-7724	[Signature]
PICTURE SHOW	332 FAIRHOPE		* M. Maslin
BAR BISTRO			* [Signature]
SINGLE TAX	336 FAIRHOPE AVE		[Signature]
JAMES DORAN	338 FAIRHOPE AVE	9281754	* [Signature]
M+F CASUAL			* [Signature]
LYBELE'S			* Deborah Jack
GALLERY BY THE BAY			* [Signature]
CHRISTMAS			Tracy Patton
FAIRHOPE PHARM			* [Signature]
EASTERN SHORE CHAMBER			[Signature]
	301 FAIRHOPE AVE		X
M+M BANK	325 FAIRHOPE	251-5178303	Courtney Cassady

Person(s) responsible for collecting and authenticating above signatures: Name JENNY KLEIN  
 Phone 251-610-0678



DATE: \_\_\_\_\_

NAME	ADDRESS	PHONE	SIGNATURE
STOWE'S			x <i>[Signature]</i>
BB + T	387 Fairhope Ave	928-4330	x <i>[Signature]</i>
TINY TOWN	337 HOPE AVE	928-0220	x <i>[Signature]</i>
FANTASY TOYS			x <i>[Signature]</i>
BRENNY'S			x <i>[Signature]</i>
SIMPLY DIVINE	319 FAIRHOPE AVE	990-7969	x <i>[Signature]</i>
MAN-O-WAR	319 <sup>1/2</sup> FAIRHOPE AVE	210-8081	x <i>[Signature]</i>
SAGE	319 FAIRHOPE AVE	423-6377	x <i>[Signature]</i>
KENT VERNON	317		x <i>[Signature]</i>
FAIRHOPE SUNDRIES	315 FAIRHOPE AVE		<i>[Signature]</i>
BONE + BARRELL			x <i>[Signature]</i>
JEWELS	7 S. CHURCH	929-0015	<i>[Signature]</i>
DRAGONFLY	7 S CHURCH	990-5722	x <i>[Signature]</i>
Wildflowers	50 S. Church	928-6200	<i>[Signature]</i>
Yvonne's Resale	50 S. Church St. <sup>Suite A</sup> B	929-2535	<i>[Signature]</i>
HAI EK KALLER		928-8999	<i>[Signature]</i>
BAY BREEZE		990-0294	x <i>[Signature]</i>
MARS HILL			<i>[Signature]</i>
x Give a Dog a Bone	59 S. Church	929-1800	<i>[Signature]</i>
MANE ATTRACTIV	59 A S. CHUR	928-1105	x <i>[Signature]</i>
RF Antiques	61 S. Church St.	928-8336	<i>[Signature]</i>
FAIRHOPE INN	63 S. CHURCH	928-6226	<i>[Signature]</i>
MOTHER	26300		
BROKEN	FAIRHOPE AVE	210-6901	x <i>[Signature]</i>

Person(s) responsible for collecting and authenticating above signatures: Name JENNY KLEIN  
Phone 251-610-0678

①

DATE: 7.23.17

	NAME	ADDRESS	PHONE	SIGNATURE
	DILLY DALLY CAT'S MEOW	395 FAIRHOPE AVE		Joyann Peterson
	FAIRHOPE REALTY	11 N. SECTION	928.8838	
*	HAYNIE ANTIQUES	15 N SECTION ST	928-1045	Betty Haynie
	MASTER SOES			Paul
	HAMPSON INN	23 N. Section	928-0956	Mar Getz
	DESA VU	12 N. SECTION		Ally Smith
	POSTNET	10 N SECTION		Dick Nelson
	THYME	33 N Section		Jane
*	ASBESTOS? REMEMBER	29 N SECTION ST		
	EAST BAY	382 N. Section		Randy Blackwell
	ANDREES	403 FAIRHOPE		K. Lambert
	BACK ON THE PACK	407 FAIRHOPE		Paul
	JULYANS	411 FAIRHOPE		N. Cook
	HONEY SPICED HONEY			Rebecca
	COPPER POOF	416		Alaine Nalte
	VINE BOUTIQUE	412		Mary Giambone
	LOCALS	410		Alicia
	WLU = ME	409		Molly Thomas
	GIG = JMS			
	SADIES			Victoria
	7 SOUTH			Robert
	LIVING WELL	25 SECTION ST		Elizabeth Collins
	OBJECTS	25 SECTION ST		Simmi-Ann K.
	RIVERBEND			Christy Kelley
	COLONY SHOP			Melissa

Person(s) responsible for collecting and authenticating above signatures: Name JENNY KLEIN  
Phone 251-610-0678

DATE: \_\_\_\_\_

NAME	ADDRESS	PHONE	SIGNATURE
Allyson Arata	70 South Section #1	251-367-5812	<i>Allyson Arata</i>
WHLC	70 S. SECTION	251-990-6200	<i>[Signature]</i>
SANCTUARY SALON	70 S. SECTION	990-4779	<i>[Signature]</i>
HAND ARENDAL	71 N SECTION	990-0079	<i>Mary Munch</i>
DR. HARBELL	71 N SECTION		<i>[Signature]</i>
RAMBO'S		928-7821	
REDREMER LUTHERAN	200 S. SECTION	928-8397	
BES	311 FELS	251-929-0551	<i>[Signature]</i>
Lydia W Myers	307 FELS	251-377-1224	(LYDIA MYERS)
Deanne Stuart	306 FELS	422-9714	(Deanne Stuart)
BAYSHORE DANCE	305 FELS		
(VACANT)	303 FELS		
Rochelle Perini Neenan	302 FELS	251-928-3756	<i>Rochelle Perini</i>
	300 FELS		
1 <sup>st</sup> CHURCH OF CHRIST			
	200 FELS		
(VACANT)	213 FELS		
FAIRHOPE HEALTH			
PREPARED			

Person(s) responsible for collecting and authenticating above signatures: Name JENNY KLEIN  
 Phone 251-610-0678



DATE: \_\_\_\_\_

NAME	ADDRESS	PHONE	SIGNATURE
DR. <del>1012</del> MUSIC	35 S. SECTION		<i>M</i>
PAVE & PALETTE	<del>2056</del>		<i>Blime</i>
BAY STYLE	52 S. SECTION	929-0706	<i>Ann M. 786</i>
CREATIVE OUTLET	66 S. SEC	928-9511	<i>Evan Danay</i>
WILKINS MILL	<del>50</del> S SECTION		<i>Jim</i>
EASTERN <sup>SHORE</sup> ANNINGS	58 S. SECTION	348-2654	<i>JA</i>
GREER'S	75 SECTION	928-8029	<i>JA</i>
Bouchs Premium Cigars	77 South Section St	(251) 517-9526	<i>John</i>
TONAUE + GROOTE			<i>John</i>
THE VENUE			<i>John</i>
(VACANT)	107 SECTION		
FRESH GULF SEAFOOD		366-7411	<i>John</i>
THE CITIZEN BANK	104 SECTION	251-317-9600	<i>John</i>
NIXON GALLERY		228-365-9774	<i>John</i>
FOUNDER SQ			<i>John</i>
4 BARS	40 S. SECTION	996-8858	<i>John</i>

Person(s) responsible for collecting and authenticating above signatures: Name JENNY KLEIN  
 Phone 251-610-0678

#1976

DATE: \_\_\_\_\_

NAME	ADDRESS	PHONE	SIGNATURE
Bayside Regenerative	100 N BANCROFT	25/517-1058 <sup>Per Ark</sup>	Beryl P. Walk
SOUL BOWLZ	68 N BANCROFT		x Hannah Ramey
WINDMILL			x <del>By SR</del>
MARYANN'S			J.R. Randolph
NALL	414 EQUALITY	445-0132	x <del>W</del>
EDWARD JONES	412 EQUALITY	929-0167	<del>W</del>
THE KILN	60 N SECTION	517-5400	Laura P.
TAMARA'S			x <del>W</del>
SO. ANTIQUES	100 N. SECTION	990-7997	x Lyn Buchanan
RAVENITE	102 N SECTION	929 2525	Murphy
MCSHARRY'S			Ronan
B BUTTERFLY	103 BANCROFT		x <del>W</del>
SOULSHINE	103 B BANCROFT		x Julia
SO. VERANDA	105 N BANCROFT		x Marcia Biney
BUCK'S DINER	50 N. SECTION	928-8521	x Sheneva Jackson
FAIRHOPE FITNESS			x <del>W</del>
KNJ SPA	59 N section	929 5099	x <del>W</del>
GOLSON	57 N SECTION		x <del>W</del>
FAIRHOPE MUSEUM	24 N. SECTION	929-471	x <del>W</del>
WELCOME CENTER	20 N. SECTION	929-50	x <del>W</del>
CAMELLIA CAFE	61 N. Section	928-4321	x Justin Telt

Person(s) responsible for collecting and authenticating above signatures: Name JENNY KLEIN  
 Phone 251-610-0678







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Myrick Agency LLC, The (IROQ-AL) P.O. Box 1376 Fairhope AL 36533	<b>CONTACT NAME:</b> _____
	<b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> MOUNT VERNON FIRE INSURANCE COM
<b>INSURED</b> Furrever Homes Animal Rescue, LLC 3258 Bellingrath Drive Foley AL 36535	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			CL2718103	10/28/2017	10/28/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ EXCLUDED
	<b>AUTOMOBILE LIABILITY</b>  ANY AUTO ALL OWNED AUTOS HRED AUTOS  SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE  DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

The City Of Fairhope P.O. Box 429 Fairhope AL 36533	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  AUTHORIZED REPRESENTATIVE <i>Barbara S. Carter</i>
-----------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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Witches Ride

2 people at 4 hours for set-up \$200

2 people at 4 hours for clean-up \$200 (5) nonprofit = \$100.00

TOTAL \$400

City of Fairhope

AUG 30 '17 AM 8:42

*[Handwritten signature]*

Approval for Special Event Request

7 | 12 | 17

Date complete application submitted to Rental Facilities Department

City Sponsored Event

Non City Sponsored Event

Event: Fairhope Film Festival Street Party

Person Requesting: Pat Hawthorne

Date of Event: 11-11-17

Location: De La Mar St., from Section to Church

Please attach all supporting documentation.

Approval:

Joseph W. Pettus Date: 08-18-17  
Police Chief/Designee

Estimated security cost for event \$ 360

[Signature] Date: 8/21/17  
Director of Public Works/Designee

Estimated cost for city services \$ 900 city cost - see attached

Disapproval:

\_\_\_\_\_  
Police Chief Date: \_\_\_\_\_

\_\_\_\_\_  
Director of Public Works/Designee Date: \_\_\_\_\_

Route back to rental facilities department for application package finalization

NOTES: Estimated cost of post-event clean-up: \$300. (JT)

# CITY OF FAIRHOPE PARK AND/OR STREET USAGE CHECKLIST

ALL INFORMATION AND DOCUMENTATION REGARDING YOUR EVENT MUST BE SUBMITTED TO  
THE CITY OF FAIRHOPE AT LEAST 12 WEEKS PRIOR TO YOUR EVENT  
ANY DOCUMENTATION THAT IS SUBMITTED LESS THAN 12 WEEKS WILL NOT BE ACCEPTED

- 1. Application, Cancellation Policy, Indemnity/Hold Harmless Agreement completed, signed, and dated.
- 2. A copy of the letter to the City Council if you are making any special requests which include but are not limited to street closing, permission to have alcohol, law enforcement personnel, barricades, and other event details.
- 3. Route/Map of Special Event [Emergency Vehicle (i.e. police, fire, etc.) access must be provided]  
Estimated Law Enforcement/Personnel Cost: \$ \_\_\_\_\_
- 4. NON-PROFIT ORGANIZATIONS: Proof of nonprofit status (IRS letterhead)
- 5. Proof of liability insurance for event naming the City of Fairhope as certificate holder with date of event requested.
- 6. For Street Closings within the Central Business District, signatures from 75% businesses/residences and notification to 100% of the businesses/residences within 300 feet of the location of event. (12 weeks prior to event)
- 7. For Street Closings outside the Central Business District, signatures from adjacent businesses within 300 feet of event (12 weeks prior to event) and notification of all businesses/residents along race route (30 days prior to event).
- 8. For South Park Events, signatures from:  
Shuck's Restaurant: \_\_\_\_\_ Date: \_\_\_\_\_  
Down by the Bay Cafe: \_\_\_\_\_ Date: \_\_\_\_\_
- 9. Event details (Items, including the ones listed below, must be removed immediately following event and park/street cleaned and restored to original condition. (If not, additional fees will be incurred.)
  - Law Enforcement Personnel Provided by: City of Fairhope
  - Barricades Provided by: City of Fairhope
  - Staging Provided by: Millers Grand Events
  - Tents Provided by: Millers Grand Events
  - Port-o-lets provided by: Boyette
  - Special transportation needs provided by: \_\_\_\_\_
  - Special electrical needs: 20AMP svc. behind Pinzone's
- 10. AGENDA DATE TO MEET WITH CITY COUNCIL (if required): \_\_\_\_\_

*Office use only*

Street closing approved   
  Alcohol approved   
  ABC License if selling alcohol   
  Park/Street permit fees paid



**APPLICATION FOR USE OF THE CITY OF FAIRHOPE SIDEWALKS AND/OR STREETS**

We the undersigned hereby apply for the use of certain sidewalks and/or streets within the City of Fairhope and in connection with said application, furnish the following:

- 1. Which street and/or sidewalk do you wish to use? De La Mare Ave
- 2. Date Requested: Nov 11, 2017 Hours requested from: 5 pm to 11 pm
- 3. Renter's Name: Fairhope Film Festival  
Address: 122 Fairhope Ave  
City: Fairhope State: AL Zip: 36532  
Phone Numbers: 251-510-1311
- 4. Purpose of Use: Street Party
- 5. Number of persons expected to attend (adults and minors): 100
- 6. Will there be alcohol on the premises during the event? NO If requested, the Fairhope City Council may allow alcoholic beverages. If alcohol is allowed, the user must adhere to all rules of the Alabama Beverage Control Board and its permitting process. All permits required must be submitted to the City of Fairhope Police Chief at least 12 weeks prior to the event.
- 7. Describe any decorations, tents, sound equipment, staging, port-o-lets, etc.: Stage, 6 Garbage Cans, 50 Chairs, 5 tables, Big Bertha, Millers Grand  
Rental Company: Sound Events
- 8. Will you need electricity?  Yes  No For: Sound Events  
Will you need water?  Yes  No For: \_\_\_\_\_

**INDEMNITY AND HOLD HARMLESS AGREEMENT**

In consideration of the permission granted to me by the City of Fairhope to use the sidewalks and/or streets, I hereby indemnify and hold harmless the City of Fairhope, its agents, servants and employees from any and all claims and causes of action that may arise from injury to me or third parties using the sidewalks and/or streets who are injured or suffer property damage that is in any way caused by my use of the sidewalks and/or streets. This indemnity and hold harmless agreement is given to the City of Fairhope to protect the City and its agents, servants and employees from cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of the sidewalks and/or streets.

**CLEANING AND CANCELLATION POLICIES**

- a.) At the conclusion of the event, the area will be inspected by a representative of the City. If the user has not cleaned up the park and restored it to its original condition, the City will clean up the park and charge the user for the services.
- b.) All cancellations and/or date changes must be in writing and signed by the same person who signed the application and paid the rental fees, and must be given to the Site Manager not less than 30 days prior to the event. No fee refunds will be made for cancellations made less than 30 days prior to the event.

Fee refunds will be made by check, and delivered by mail, less the cost of City services, as assessed by the appropriate City staff for cleaning, or a 20% handling charge for cancellations.

We the undersigned have read and understand the **Indemnity Agreement**, as well as all rules and regulations contained in **City Ordinance No. 1576** as set forth by the governing body of the City of Fairhope, and will abide by these rules and regulations, which include but are not limited to the **Cancellation** and **Cleaning** policies. We also understand that if, at any time, the City-appointed Law Enforcement Personnel feel that said rules and regulations are not being followed, the function will be terminated.

Renter's Signature: Mary Biser or Patricia A. Hawthorne Date: July 31, 2017  
City Personnel: [Signature] Fees Paid: \$775.00 Date: Aug 2, 2017 Ck. #: 1018

-Office Use Only-

Application Signed/Dated \_\_\_\_\_ Permit/Deposit Fees \_\_\_\_\_ Entered in Calendar \_\_\_\_\_

# City of Fairhope Park & Street Usage Charges

(per city ordinance No. 1575, 1576, & 1486)

Fairhope Civic Center, P.O. Drawer 429, Fairhope Al. 36533 - (251) 929-1479 / 990-0130 (251) 929-1467[Fax]

Name: Fairhope Film Festival Street Party

Address: 122 Fairhope Ave.

Date of function: 11-11-17 Phone: 251-510-1311 No. in attendance: 100

### FEE SCHEDULE

Park Rental Fee: \$150. per diem	_____	
Street Rental Fee: \$150. per diem	\$150.	pd ck # 1018

Subtotal: \$150.

Non-profit organization; exempt from 50% rental fees.  
\*Proof of 501 non-profit must be on file.

50% Non-Profit Rate : \$75.

Additional Hours – past allotted four hour: @ \$75 per hour	\$150.	
Electric/Water Fee: (one time charge of \$50.)	\$50.	
Refundable Clean-up Deposit: (Required) * <del>_____</del>	* \$500.	

FFF Will Pay 2 Policemen directly (\$180 each)  
at End of October 2017  
(Approx \$360 for both)

Balance Due: \$775.

Less cleaning fee: - \_\_\_\_\_

(50% non-profit rate) - \_\_\_\_\_

Refund Due: \_\_\_\_\_

pd 7/12/17

\*Refunds for clean-up deposit to be mailed to address given on rental application, three weeks after event.\*

Notes: For rental of De La Mar (additional 2 hours) on 11-11-17.

Paid: \_\_\_\_\_ Check# /Cash \_\_\_\_\_ Date: \_\_\_\_\_



122 Fairhope Avenue, Suite 3  
Fairhope, Alabama 36532  
251-990-7957  
[www.fairhopefilmfestival.org](http://www.fairhopefilmfestival.org)

May 23, 2017

City of Fairhope  
One Bayou Drive  
Fairhope, AL 36532

Dear Mayor and City Council:

Thank you for what you and the City did for the past Fairhope Film Festivals. By working in a partnership, Fairhope's film festival is the "Best of the Best" and represents the City of Fairhope in the best light to over 2,900 film enthusiasts. We request the following from the City of Fairhope to ensure another great 4-day event for the 5<sup>th</sup> Annual Fairhope Film Festival, November 9-12, 2017.

1. We wish to renew the contract between The Governing Body of The City of Fairhope and the Fairhope Film Festival, a 501(c)3 in that the City of Fairhope will include the sum of \$10,000 in its 2017/2018 Budget. The Fairhope Film Festival brings sustained economic growth from the film industry and regional movie goers to the Alabama Gulf Coast area. (See Resolution & Contract).
2. The Fairhope Film Festival requests the use of the Welcome Center on Section Street to use as our "box office" from Wednesday November 8<sup>th</sup> through Sunday, November 12<sup>th</sup> 2017.  
Official FFF Box Office hours: Wednesday 10:00-5 pm, Thursday 9:00 am-6 pm, Friday 9:00 - 6:00 pm; Saturday 10:00am to 5:00pm and Sunday 10:00am to 1:00pm. FFF certificate of Insurance is enclosed.
3. We request use of the City public area near the Fairhope Clock ~ adjacent to the flowerbed and near the NE corner of Fairhope Avenue and Section Street. The area will need to be large enough for a 10' x 10' informational tent with a couple of 6' tables underneath (same as last year).
4. Banners: We request a minimum of 6 Pole Banners to be hung 14 days prior to & during Festival ~hung before Nov. 1st through the end of November 12<sup>th</sup> 2017 (2 weeks).  
1<sup>st</sup> choice: N Section St. NW of Flower Clock; 2<sup>nd</sup> Volanta Ave. & N Section; 3<sup>rd</sup> Corner of Oak & N Section St (next to ESAC); 4<sup>th</sup> N Section at City Hall; 5<sup>th</sup> Morphy Ave & S Section St; 6<sup>th</sup> Fairhope Ave @ School St (near Faulkner).

Please review the attached prospectus to see benefits afforded to the City as a Venue Sponsor and let us know if we can better market the City of Fairhope for future Fairhope Film Festivals.

Thank you for your consideration of our requests.

Sincerely,

Mary M. Riser  
Executive Director  
Fairhope Film Festival

cc: Mayor Karin Wilson  
Jack Burrell, City Council

Created to bring the best in world cinematic culture to our region,  
to introduce our area as a viable location for the film industry,  
to encourage Alabama filmmakers, and to increase state and local economy.



**2017 NOV**  
**9TH-12TH**  
FAIRHOPEFILMFESTIVAL.ORG

## Addendum

### Use of De La Mare Street for Fairhope Film Festival Red Carpet Party

This is a very special year for the Fairhope Film Festival - the fifth annual. In February, we discussed with Mayor Wilson the use of all or part of De La Mare Street, by closing it off to traffic, beginning at 5:00 PM on Saturday, November 11, 2017.

We want to hold our 7-10 Red Carpet Party there as a street party to help us celebrate in a big way. We are honoring local filmmakers this year and will have many celebrities here to help us congratulate them.

We are asking for written permission from the City Council. We understand FFF would be hiring and paying two Fairhope policemen. Vendors would set up their own tents. We expect Wind Creek Casino to help sponsor this event and have requested their food truck. We will also have 1 port-a toilet and 3 10 x 10 pop up tents.

1. Closing De La Mare St Saturday, Nov 11, 2017 from 5 pm -11pm.
2. Use of City barricades for each end of De La Mare St. and entrance from parking lot driveway on Southside of De La Mare. (We estimate 12 barricades for stopping vehicle traffic.)
3. The use of electrical box on north side of De La Mare (near Pinzone's walkway) for band. And electrical box at the southwest end of De la mare for food/popcorn machine. Sherri Swartz discussed with Joe to discuss the best electrical box.
4. The use of 6 city trash cans Sat. Nov 11<sup>th</sup> 5 pm – 11 pm. We have discussed with Dale Lender and he suggested the number.
5. City Tree Lights turned on just on De la Mare from dark until 10:30 pm.

Mary Riser  
Executive Director  
Fairhope Film Festival

**Sheri Swartz** *Fairhope Police Dept.*

---

**Subject:** Film Festival "Red Carpet Party" for Scott Lumpkin  
**Location:** Delamare  
  
**Start:** Sat 11/11/2017 5:00 PM  
**End:** Sat 11/11/2017 11:00 PM  
  
**Recurrence:** (none)  
  
**Organizer:** Sheri Swartz

2 officers –

5p.m. Close Street  
Set Up Stage  
7p.m. Party Begins  
10p.m. Party Ends  
11p.m. Street Reopens

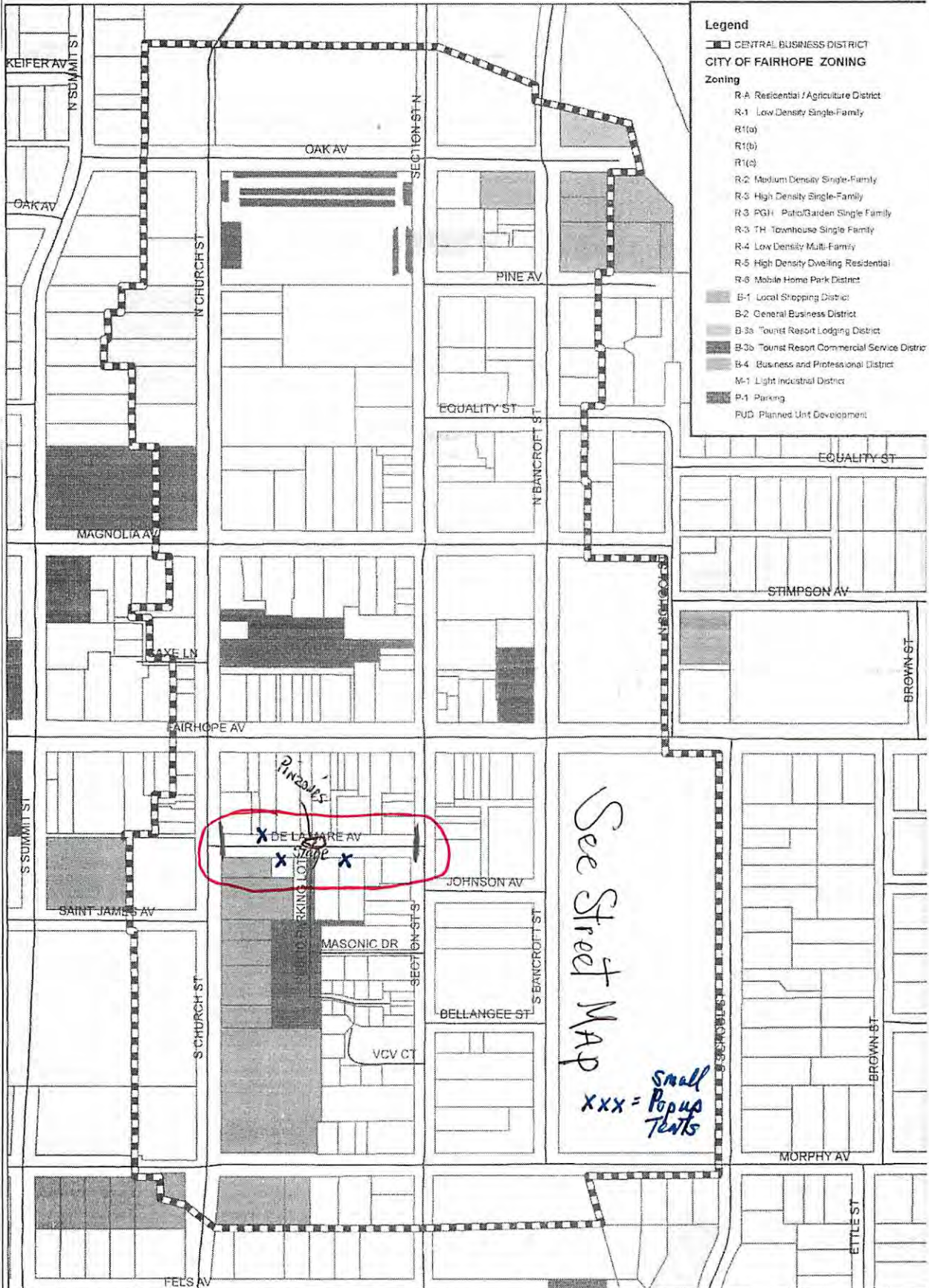
20 amp for 12x16 stage by <sup>(EAST of)</sup> Pinzones on north side

*Contact*  
Pat Higbee Hawthorne  
895-5888  
[phhawthorne@gmail.com](mailto:phhawthorne@gmail.com)

**OR**

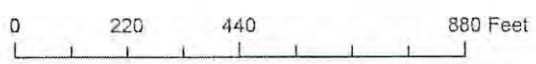
Mary Rise*A*, *Exec. Director FFF*  
(w) 990-7957  
© 510-1311

# City of Fairhope Central Business District



- Legend**
- ▬ CENTRAL BUSINESS DISTRICT
- CITY OF FAIRHOPE ZONING**
- Zoning**
- R-A Residential / Agriculture District
  - R-1 Low Density Single-Family
  - R1(a)
  - R1(b)
  - R1(c)
  - R-2 Medium Density Single-Family
  - R-3 High Density Single-Family
  - R-3 PGJ: Patio/Garden Single Family
  - R-3 TH: Townhouse Single Family
  - R-4 Low Density Multi-Family
  - R-5 High Density Dwelling Residential
  - R-6 Mobile Home Park District
  - B-1 Local Shopping District
  - B-2 General Business District
  - B-3a Tourist Resort Lodging District
  - B-3b Tourist Resort Commercial Service District
  - B-4 Business and Professional District
  - M-1 Light Industrial District
  - P-1 Parking
  - PUD Planned Unit Development

The City of Fairhope makes no warranty as to the accuracy of this file and shall not be held liable for any errors that may exist. Any user of this information will do so at their own risk and the user agrees to hold the City of Fairhope harmless from and against any claims, suits or actions arising out of or from the use of this information. The user agrees to hold the City of Fairhope harmless from and against any claims, suits or actions arising out of or from the use of this information. The user agrees to hold the City of Fairhope harmless from and against any claims, suits or actions arising out of or from the use of this information.



Stage set up  
on North Side of De LA MARE  
in Truck Parking

Barracades  
for Traffic only

Dragonfly & Fly Bar

John Nelson  
Resident

Pinzone's Electric  
Box

UPS  
Truck  
Stop

Copper Column

Auberjona

Port-a-Let

Red or White Wine

Antique



Fairhope Soap Company

De La Mare Ave

De La Mare Ave

De La Mare Ave

The Happy Olive

In the Company of Angels

Serendipity Shop

Lil Shop on the

Mr Gene's Beans

Sew Unique

Lyons Share

Page & Palette

Peppi Le S.

Panini Pete's

Tiny Town

Barracade  
on DeLa Mare

10x10 Pop up tent

10 Pop up tent

10x10 Pop up tent

Bob  
Resident

OK

13 Condo Apts

Barracade

Barracade

Barracade



Barracade

Barracade

Barracade



CINCINNATI OH 45999-0038

In reply refer to: 0248222119  
Apr. 09, 2015 LTR 4168C 0  
45-3571368 000000 00

00023598  
BODC: TE

FAIRHOPE FILM FESTIVAL INC  
% MARY MARTIN RISER  
122 FAIRHOPE AVE STE 3  
FAIRHOPE AL 36532



025562

Employer Identification Number: 45-3571368  
Person to Contact: Kaye Keyes  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Mar. 31, 2015, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in May, 2012.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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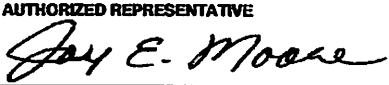
<b>PRODUCER</b> Robertson Insurance Agency Inc 101 N Section St P O Box 1048 Fairhope, AL 36533 Robertson Insurance Agency Inc	251-928-2163	<b>CONTACT NAME:</b> Robertson Insurance Agency Inc <b>PHONE (A/C, No, Ext):</b> 251-928-2163 <b>FAX (A/C, No):</b> 251-928-2182 <b>E-MAIL ADDRESS:</b> jmoore.rober27@insuremail.net
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Fairhope Film Festival Mary Riser 122 Fairhope Ave Ste 3 Fairhope, AL 36532-2314	<b>INSURER A:</b> Philadelphia Insurance	<b>NAIC #</b> 6777
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR TWVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1578388	01/09/2017	01/09/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Film Festival to be held November 9-12, 2017. Certificate Holder is listed as additional insured

<b>CERTIFICATE HOLDER</b>  CITYFAI  CITY OF FAIRHOPE P O BOX 429 FAIRHOPE, AL 36533	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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DATE: 7-10-17

# SIGNATURES of BUSINESSES & RESIDENCES

Date of Street Closing: 11-11-2017 Times: 5 - 9-10  
 Type of Event: Street Party for Film Festival  
 Street(s) to be closed: De La Mare St.

INSIDE CBD: Signatures of approval from 75% of biz/res whose store fronts are directly affected by street to be closed (12 weeks prior) AND Notification to 100% of bus/res within 300 ft. of the event (30 days prior)\*

OUTSIDE CBD: Signatures of 75% of businesses and residences within 300 ft. of street to be closed (12 weeks prior), AND notification to 100% of bus/res along the street to be closed (30 days prior)\*

\*NOTIFICATIONS MUST BE GIVEN VIA U.S. MAIL, E-MAIL, OR DOOR-TO-DOOR, 4 WEEKS BEFORE TO YOUR EVENT.  
 ALL SIGNATURES ARE DUE NO LATER THAN 12 WEEKS PRIOR TO EVENT DATE.

	NAME	ADDRESS	PHONE	SIGNATURE
Red & White	Sherril Williams <sup>Red &amp; White</sup>	323 A DeLaMare Ave	990-0003	
The Fairhope Store	Jessica Bishop	323 1 DeLaMare Ave	928-0108	
Perma Salon	Ashley Voelpel	323 DeLaMare Ave	990-4390 <sup>928-0920</sup>	
Colony Antiques	Julie Christman	24 S. Section Ave	928-4808	
	" Aubergine	315-A DeLaMare	928-0902	
	R.F. Antiques	61 S. Church	928-8336	
Happy Olive	Toni Buflam	314-B DeLaMare	929-0711	
	Molly Beesley <sup>Give a dog a home</sup>	59 Church st.	929-1800	
	Anna H. (Gene's Beans)	302 DeLaMar	229-1782	
The Waggy Tail	Lee Seay	16 S Church St	928-2530	
Wildflowers	Jill Pitman	50 S. Church St <sup>Suite A</sup>	928-6200	
Investment	Robert Allum	50 S. Church unit C	928-8999	
	Bay Breeze Cafe	60 S Church St	998 0296	
Dragonfly Doug Korr	Glen Coftw	7 S. Church St	990-5722	
Page & Riddle		22 S. Section	921-5295	

Kieffer

(The Bookseller BAR) (32 S. Section (facing DeLaMar))  
 Person(s) responsible for collecting and authenticating above signatures: Name PATRICIA H. HAWTHORNE  
 Phone 251-895-5888  
 CK Collection (pg 2)

DATE: \_\_\_\_\_

	NAME	ADDRESS	PHONE	SIGNATURE
The Copper Column	Suzanna Davis	311 DelAmare Ave	232-8174	
The Little Drawer	Larkyn Verdel	309 <sup>A</sup> Delamare Ave	251 2631478	
	Company of Angels	328 DeLa Mare Ave	251-928-2800	Diane Douglas
	William K Douglas			
Estate Jew	John Johnson	309 <sup>B</sup> De La Mare	251.990.8853	
LANDSCAPE ARCHITECT	CHRISTIAN PREUS	307 De LA KARE	223-547-3586	
UK MENS	Kelsey Phillips	306 DeLa Mare	928-4824	
	Fairhope Soap Co	305 DeLa Mare	5093277	Debra B.
Lyon Share	Jamie Steuter	330 De la Mare	251-928-2507	
PANINI	Pete Blahm	42 1/2 S. State	251-243-3228	
Petes	Sue Lade Investments	405 JOHNSON AVE	251-928-7559	
	FLY BAR	75 Church St.	Also 990-5722	
	Jack & Silvia Akogus	314-A DeLa Mare Ave	251-517-7417	millenia Jewelers
	Leslie Galloway	515 Church St	251-391-1865	
	Mary Ann Nelson	303 Delamare	251-928.7000	
happy old times	Guyton Peterson	314 DeLa Mare #1	251-716-5040	

Home 928-2175

Person(s) responsible for collecting and authenticating above signatures: Name \_\_\_\_\_  
 Phone \_\_\_\_\_

Film Festival Street Closure

Barricades as requested by Police

50 chairs

5 tables

Garbage cans ✓

2 staff at 4 hours set-up \$200 ✓

4 staff at 4 hours take-down \$400 ✓

Street Sweeper \$200

Electricity – 20 amp – estimate \$100

TOTAL \$900

Clean-up  
UP

→ \$400.00

→ + \$200.00

\$600.00 x 50% non-profi.

\$300.00 clean-up