

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

THURSDAY, 28 MAY 2020 – 5:00 P.M. – COUNCIL CHAMBER

1. Discussion of Outside Dining
2. Discussion of Fourth of July Event – Jessica Walker
3. Budget Review – Mayor Wilson
4. Committee Updates
5. Department Head Updates/Grant Updates

Next Regular Meeting – June 8, 2020 - Same Time and Place

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

THURSDAY, 28 MAY 2020 – 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 11 May 2020 Regular City Council Meeting, and minutes of the 13 May 2020 Special Emergency COVID-19 Meeting Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Final Adoption** – Ordinance – Amend Zoning Ordinance No. 1253.
Request to rezone the property of Fairhope Single Tax Corporation and Linda R. Walker from RA Residential/Agriculture District to R-1 Low Density Single Family Residential District. The property generally located at 8800 Morphy Avenue, Fairhope, Alabama. PPIN Number: 14591.
6. Resolution – That the Mayor is hereby authorized to sign and execute any necessary and appropriate documents so that the City of Fairhope and Fairhope Airport Authority can receive the grant acting for and in behalf of the H. L. “Sonny” Callahan Airport in Fairhope, Alabama so that the CARES Act Grant application, in the amount of \$69,000.00, may be finalized, approved, and accepted in accordance with applicable law and procedures.
7. Resolution – That the City Council hereby amends Resolution No. 3554-19 to change The Verandas, Phase Four to The Verandas, Phase Two; and that the public improvements indicated herein for The Verandas, Phase Two are hereby accepted for public maintenance subject to the bond posted.
8. Resolution – That the public improvements indicated herein for the Hamlet at Old Battles Village, Phase Five are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and 68V OBV Hamlet 2018, LLC (the “Subdivider”).
9. Resolution – That the City Treasurer is hereby authorized to execute a Payment Aggregator Service Agreement for the City of Fairhope with Open Edge Payments, LLC, as Sole Source Provider for Tyler Technologies, for Credit Card Payments (over counter and MUNIS Citizen Self Service virtual). Open Edge is currently the only solution that can meet Tyler’s comprehensive requirements for a fully integrated and highly secure Credit Card Processing System.
10. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract with Safe Span, LLC to provide Professional Bridge Inspection Services for Bridge Inspections for RFQ No. PS014-20; with a not-to-exceed amount of \$9,600.00.

11. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 1 of Bid Number 006-19, Debris Removal Monitoring Services--2019, with True North Emergency Management, LLC for an additional one year, as per the terms and conditions of the original contract in the event that we have a disaster requiring this service.
12. Resolution – To Award Bid No. (010-20) for Church Street Utility and Drainage Improvements for the Utilities and Public Works Departments with a total bid proposal of \$5,198,799.70.
13. Resolution – That the City of Fairhope has voted to approve Migration of Cellular Services from Verizon, Inc. to First Net Enhanced through AT&T Corporate Digital Advantage Program for the IT Department. This is a Sole Source service through AT&T and will be contracted for a period of three years; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The cost will be \$9,926.50 per month with an annual cost of \$119,118.00.
14. Resolution – That the City of Fairhope has voted to procure 55 Ornamental Trees (Chinese Pistache) to replace 55 Overgrown Trees on Section Street between Morphy and Oak from Moon Valley Nurseries in the amount of \$22,480.00. This represents a Public Works Project under \$50,000.00 and State Bid Law requires a singular quote.
15. Resolution – That the City of Fairhope has voted to approve the procurement of New Network Cabling and its Installation at the Police Department; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(15): “Contractual services and purchases of products related to, or having an impact upon, security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or infrastructures.” The cost will be \$59,520.00.
16. Resolution – That Mayor Karin Wilson is hereby authorized to execute a Reciprocal Agreement between The City of Fairhope and the Baldwin County Commission for exchanging information relating to tax returns and/or tax information. This agreement will be for a period of three (3) years and automatically renew annually thereafter.
17. Site Plan Review and Approval - Request of S.E. Civil Engineering, on behalf Wise Properties, LLC, for approval of Pier Street Marketplace, a Multiple Occupancy Project (MOP) with 3 units – located at 369 S. Mobile Street, consisting of 0.20 acres±; and approved contingent upon conditions recommended by the Planning Commission and Staff.
18. Public Participation – (3 minutes maximum)
19. Adjourn

**City Council Work Session - 4:30 p.m.
on Thursday, May 28, 2020 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.
on Thursday, May 28, 2020 – Council Chambers**

Next Regular Meeting – Monday, June 8, 2020 - 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, 11 May 2020.

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

There being a quorum present, Council President Burrell called the meeting to order. The invocation was given by Pastor Rick Malugani of Fairhope Christian Church and the Pledge of Allegiance was recited.

Council President Burrell stated there was a need to add on an agenda items after Agenda Item Number 10: a resolution that the City Council hereby repeals Resolution No. 3679-20, Resolution No. 3680-20 and Resolution No. 3694-20; and approves to allow Public Participation and all Public Hearings based on the Governor's new State Order: to not limit public gatherings, but to follow social distancing protocols set forth by the State of Alabama; and any social distancing protocols set forth by this body will expire once the Governor adopts a State Order lifting these protocols; a resolution that Resolution No. 3700-20 is here by amended to reflect the following actions shall be taken pursuant to the revised Orders of Governor Ivey and adopts the Mayor's recommendations along with the following changes. Contingent on further Orders of the Governor, the following shall open on June 1, 2020: James P. Nix Center (see Nix specific phasing plan attached), Fairhope Museum of History, and Fairhope Civic Center Rentals. Volunteers will be welcomed back on June, 1, 2020; and an Ordinance to Establish an Emergency Water Conservation Plan for the City of Fairhope for Customers or Persons who use the City of Fairhope Water System.

Councilmember Conyers moved to add on the above-mentioned items not on the printed agenda. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Councilmember Conyers moved to approve minutes of the 27 April 2020, regular meeting; minutes of the 27 April 2020, work session; and minutes of the 30 April 2020, special emergency COVID-19 meeting. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Mayor Wilson addressed the City Council with the following Power Point Presentation found at the end of the minutes.

11 May 2020

Councilmember Conyers commented that citizens said they would allow use of extra parking spots to help Downtown businesses rebound; i.e. blocking off streets. Councilmember Brown said we could block off places in front of businesses. Planning and Zoning Manager Hunter Simmons said fairness is the main issue. Mayor Wilson said we could block out in front of businesses and make it equitable.

A Public Hearing was held as advertised on a proposed ordinance to amend Zoning Ordinance No. 1253. Councilmember Robinson introduced in writing an ordinance to rezone the property of Fairhope Single Tax Corporation and Linda R. Walker from RA Residential/Agriculture District to R-1 Low Density Single Family Residential District. The property generally located at 8800 Morphy Avenue, Fairhope, Alabama. PPIN Number: 14591. The Planning Commission gave a favorable recommendation of this ordinance. Council President Burrell read the proposed ordinance.

Planning and Zoning Manager Hunter Simmons briefly explained the proposed ordinance subject to conditions.

Council President Burrell opened the Public Hearing at 6:28 p.m. No one present opposed the proposed ordinance, the Public Hearing closed at 6:28 p.m.

Due to lack of a motion for immediate consideration, this ordinance will layover until the May 28, 2020 City Council meeting.

Councilmember Conyers moved for final adoption of Ordinance No. 1681, an ordinance to annex the property of James Lloyd Thomas and Diane Starnes Thomas located at 23545 2nd Street, Fairhope, Alabama. Tax Parcel 43-09-43-0-000-009.001. (Introduced at the April 27, 2020 City Council Meeting) Seconded by Councilmember Boone, motion for final adoption passed by the following voice votes: AYE – Burrell, Robinson, Conyers, Brown, and Boone. NAY - None.

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby authorizes Mayor Karin Wilson to execute a Mutual Aid Agreement between the American Public Power Association and the City of Fairhope which facilitates rapid, short-term deployment of emergency support prior to, during, and after an incident or disaster and fulfills a federal policy for reimbursement of presidentially declared disaster expenses. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

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11 May 2020

RESOLUTION NO. 3703-20

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby authorizes Mayor Karin Wilson to execute a Mutual Aid Agreement between the American Public Power Association and the City of Fairhope which facilitates rapid, short-term deployment of emergency support prior to, during, and after an incident or disaster and fulfills a federal policy for reimbursement of presidentially declared disaster expenses.

Adopted on this 11th day of May, 2020

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 execute a contract with Rylands Underground Services, Inc. for Professional Boring Services to connect natural gas, 650 feet, to a new subdivision "Tracery" for with a not-to-exceed amount of \$7,800.00 which is an unbudgeted service. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 3704-20

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 Rylands Underground Services, Inc. for Professional Boring Services to connect natural gas, 650 feet, to a new subdivision "Tracery" for with a not-to-exceed amount of \$7,800.00 which is an unbudgeted service.

DULY ADOPTED THIS 11TH DAY OF MAY, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

11 May 2020

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement of Materials and Labor by an Outside Contractor to build 17 Trash Receptacles with Flowerbox Tops to replace existing on for the Public Works Department (Citywide). The Flowerboxes will be procured from Seale Quality Construction and Renovations with a total cost of \$13,475.00. The motion was seconded by Councilmember Robinson. Councilmember Conyers commented a percentage should be recycling bins. Councilmember Brown suggested putting signs on some of these for a test. After further discussion, motion passed unanimously by voice vote.

RESOLUTION NO. 3705-20

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

[1] That the City of Fairhope approves the procurement of Materials and Labor by an Outside Contractor to build 17 Trash Receptacles with Flowerbox Tops to replace existing on for the Public Works Department (Citywide). The Flowerboxes will be procured from Seale Quality Construction and Renovations with a total cost of \$13,475.00.

Adopted on this 11th day of May, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council authorizes and approves the hiring of the new Water and Sewer Superintendent to allow the current Water and Sewer Superintendent to work with and train the new employee prior to his leaving in August 2020. This will be beneficial to the City as well as the new hire. The temporary position will expire upon retirement of the current Superintendent. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

11 May 2020

RESOLUTION NO. 3706-20

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council authorizes and approves the hiring of the new Water and Sewer Superintendent to allow the current Water and Sewer Superintendent to work with and train the new employee prior to his leaving in August 2020. This will be beneficial to the City as well as the new hire. The temporary position will expire upon retirement of the current Superintendent.

ADOPTED THIS 11TH DAY OF MAY, 2020

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 the City Council hereby repeals Resolution No. 3679-20, Resolution No. 3680-20 and Resolution No. 3694-20; and approves to allow Public Participation and all Public Hearings based on the Governor's new State Order: to not limit public gatherings, but to follow social distancing protocols set forth by the State of Alabama; and any social distancing protocols set forth by this body will expire once the Governor adopts a State Order lifting these protocols. The motion was seconded by Councilmember Robinson. Council President Burrell told the City Council that a caller said not having public participation was illegal. He said it was not illegal but was a privilege for citizens to speak. After further discussion, motion passed unanimously by voice vote.

RESOLUTION NO. 3707-20

WHEREAS, on the 13th day of April, 2020, the City Council adopted Resolution No. 3679-20; a resolution that the City Council hereby suspends Public Participation for Agenda and Non-Agenda items until further notice due to the "Shelter in Place" Order by the Alabama Department of Public Health and Governor; and will expire once the Order has been lifted; and

11 May 2020

WHEREAS, on the 13th day of April, 2020, the City Council adopted Resolution No. 3680-20; a resolution that due to the limitations on public gatherings and social distancing protocol pursuant to advisement of the Alabama Department of Public Health and Orders of the Governor: all public hearings of the City Council, Planning Commission, and Board of Adjustments and Appeals are postponed until further notice. Prior to resuming public hearings, an announcement will be made by the City Council at a future meeting; and

WHEREAS, on the 27th day of April, 2020, the City Council adopted Resolution No. 3694-20 which amended Resolution No. 3680-20; a resolution that due to the limitations on public gatherings and social distancing protocol pursuant to advisement of the Alabama Department of Public Health and Orders of the Governor: all public hearings of the City Council, Planning Commission, and Board of Adjustments and Appeals are postponed until further notice unless the Public Hearings entail “essential minimum functions.” Prior to resuming public hearings, an announcement will be made by the City Council at a future meeting; and

WHEREAS, it is desirous of the City Council to repeal these resolutions and to allow Public Participation and all Public Hearings based on the Governor’s new State Order: to not limit public gatherings, but to follow social distancing protocols set forth by the State of Alabama; and any social distancing protocols set forth by this body will expire once the Governor adopts a State Order lifting these protocols.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby repeals Resolution No. 3679-20, Resolution No. 3680-20 and Resolution No. 3694-20; and approves to allow Public Participation and all Public Hearings based on the Governor’s new State Order: to not limit public gatherings, but to follow social distancing protocols set forth by the State of Alabama; and any social distancing protocols set forth by this body will expire once the Governor adopts a State Order lifting these protocols.

Adopted on this 11th day of May, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

11 May 2020

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Resolution No. 3700-20 is here by amended to reflect the following actions shall be taken pursuant to the revised Orders of Governor Ivey and adopts the Mayor's recommendations along with the following changes. Contingent on further Orders of the Governor, the following shall open on June 1, 2020: James P. Nix Center (see Nix specific phasing plan attached), Fairhope Museum of History, and Fairhope Civic Center Rentals. Volunteers will be welcomed back on June, 1, 2020. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 3708-20

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Resolution No. 3700-20 is here by amended to reflect the following actions shall be taken pursuant to the revised Orders of Governor Ivey and adopts the Mayor's recommendations along with the following changes.

Contingent on further Orders of the Governor, the following shall open on June 1, 2020:

James P. Nix Center (see Nix specific phasing plan attached)
Fairhope Museum of History, and
Fairhope Civic Center Rentals.

Volunteers will be welcomed back on June, 1, 2020.

Adopted on this 11th day of May, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing an ordinance to to Establish an Emergency Water Conservation Plan for the City of Fairhope for Customers or Persons who use the City of Fairhope Water System. The City Council wanted to take time to review this ordinance before voting. Due to lack of a motion for immediate consideration, this ordinance will layover until the Special-Called Emergency City Council meeting.

11 May 2020

At the request of the City Attorney, Marcus E. McDowell, the City Council will rise from the meeting to go into Executive Session based on Alabama Code § 36-25A-7(a)(6) to discuss the consideration the City is willing to offer or accept when considering the purchase, sale, exchange, lease, or market value of real property. The discussions could have a detrimental effect upon the competitive position of the City in the negotiations if the matter was discussed in public. The approximate time to be in Executive Session is 20 minutes. Councilmember Boone moved to go into Executive Session. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Exited the dais at 6:51 p.m. Returned at 7:11 p.m.

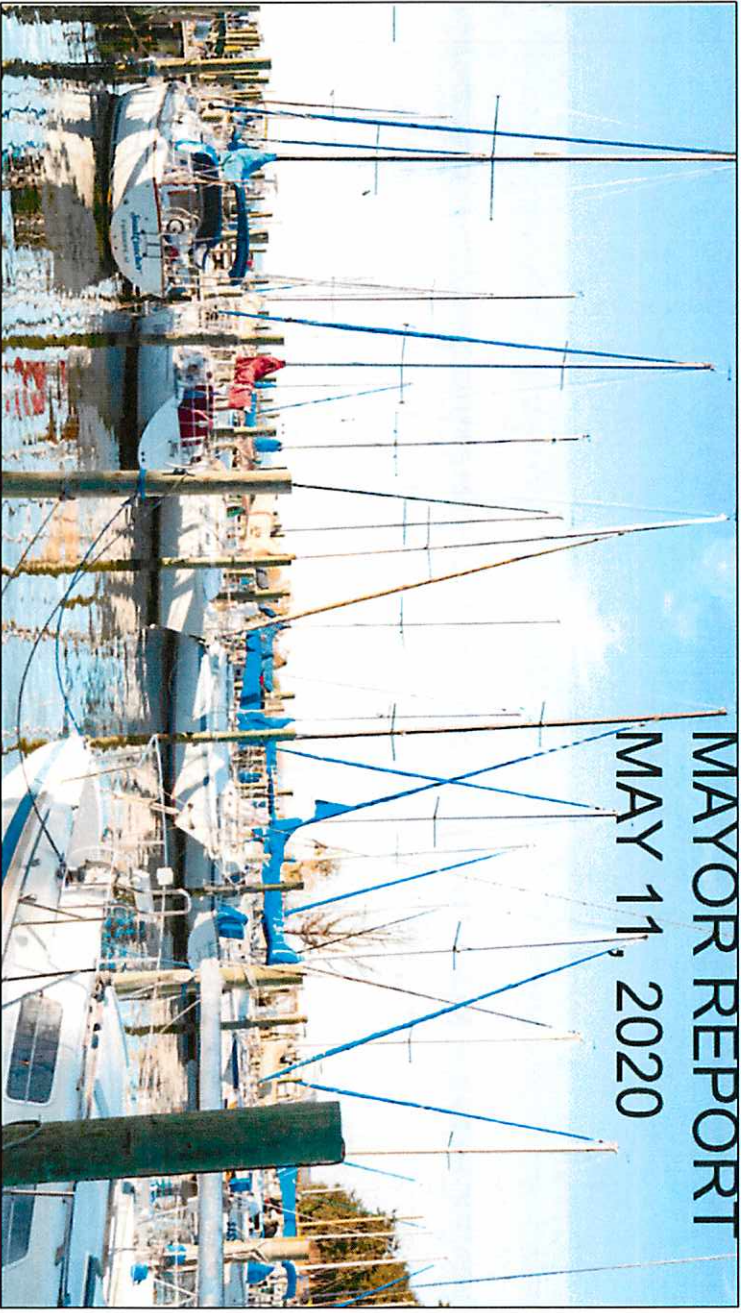
Councilmember Boone moved to adjourn the meeting. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

There being no further business to come before the City Council, the meeting was duly adjourned at 7:11 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

**MAYOR REPORT
MAY 11, 2020**



7-MONTH REVIEW OF 2020 BUDGET *Through April 2020*

Mid March Planned for Reduced Revenue

- Postponed non-critical expenses & acquisitions
- Delayed capital projects unless funded by Grants, Impact Fees or RESTORE funds.
- Postponed new hires

In mid March, I met with each director to review where we were in our budget as we entered the pandemic.

At this point:

- We postponed all expenses that were not considered critical
- Postponed all acquisitions until we get a better idea of where we'll be when things get back to normal (which we still are not yet)
- Delayed capital projects unless it was being funded by GRANTS, IMPACT FEES or RESTORE funds
- Most all of utility depts continued infrastructure projects from the belief that revenue would likely not be affected...and for the most part, that is the case. Infrastructure projects have continued
- Postponed new hires to limit liability and exposure

Because of this early intervention we were able to reduce expenses for the City 1,279,124 cut City (doesn't include cuts from utility, to date we are on track to exceed end of year projected budget.

YEAR TO DATE & PROJECTED YEAR END BUDGET

(58% through the year - 7 months)

Mayor's Budget (without parkland purchase)

Revenue = 62% (4% over projected budget)

Expenses = 46% (12% under projected budget)

End of year projection SURPLUS \$1,086,733

Council Budget (last minute purchase of parkland \$2.65M)

Revenue = 62% (4% over projected budget)

Expenses = 65% (7% over projected budget)

End of year projection DEFICIT \$1,506,735

We through 58% of this year YEAR as end of April - 7 months.

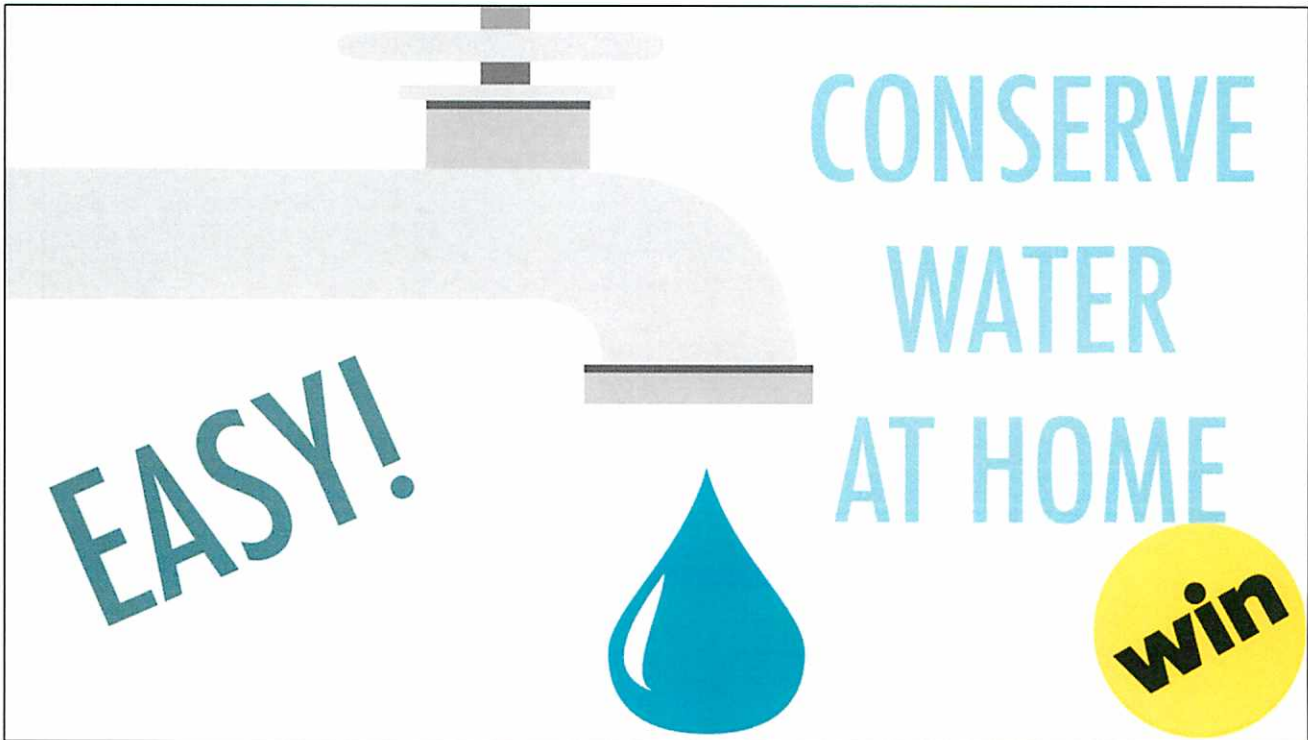
It was just recently did I realize that due to Council purchasing the parkland for \$2.65M after the budget presentation through fund balances, this was not updated in the bottom line. Council didn't ask for what the budget would look like after the park purchase either - it was a purchase a adamantly opposed.

I cut and postponed projects, hires acquisitions in mid March for over \$1.28M for the City budget (a total of \$2.6M including utilities)

Because of this early intervention of cuts in March we were really doing well - Rev was over projections and expenses as a result were way under.

Unfortunately, i have to add the park purchase that depleted most of our capital project fund balances and based on this, we're over budget in expenses and projected for over \$1.5M deficit.

I don't think Council realized that with this purchase after I proposed a balanced budget with a surplus, that we would show such a huge deficit..



This weekend two subdivisions had low water pressure and some had no water. The water dept was very busy fixing broken water lines.

The fact is, The city allows and continues to allow developers to hire their own engineers to self-inspect these lines.

Since 2017 Richard Peterson and I have urged council about the need to have an in-house engineering dept. When I took office, there was zero engineers working for the City (yes we own all of our utilities including electric and gas and our public works dept - none of which had any engineering staff.

Although I've hired leadership roles in both utilities and public works, these dept heads do not have time to inspect everything that's happening in Fairhope with development.

Because engineering has been cut for every proposed budget, we continue to allow developers to hire their own engineering to inspect and oversee what should be the min standard for water & sewer lines.

The expense of NOT having this oversight far exceeds the cost of hiring in experience that is there to protect the city from future liability. (We have building inspectors, fire inspectors, even right of way inspector as of this term. But we've never been able to fund this critical need to protect the city and the citizens who are buying the houses.

This weekend was the perfect example of what our utility dept has to go through on a daily basis. The material used for this water pipe did not meet min standards in addition to not being installed properly. Now we have to pay for this mistake forever or replace the whole line for almost a million dollars.

To the citizens who were out of water while multiple breaks in the water pipe happened, i'm sorry for the inconvenience. There will be more like this to come until we are able to hire in the experience desperately needed to inspect other's work.

The solution right now is to enact an Emergency Water Conservation Plan which I've asked council to add and approve tonight.

The heat and summer are upon us and without rain, water supply is at full capacity in lines that were installed by developers that did not meet minimum standards. Some of this is from 20 years ago.

Our water/wastewater superintendent is available to answer questions on the plan I emailed at 1:30.

Thank You.

Planning & Development
Departments



A sincere thank you to the whole planning department.
With planning commission meeting delays and a development proposal that had many
citizen concerns –

The extra time and effort invested in communication and recommendations is so
appreciated.

The planning commission last Mon was four hours long in order to have time to voice all
concerns. I know our residents are as grateful. Thank you



MAY

IS MENTAL HEALTH
AWARENESS MONTH

#breakthestigma

I'll conclude my Mayor Report by observing that May is Mental Health Awareness Month with the following proclamation:

Whereas, mental health is essential to everyone's overall health and well-being; and all Americans face challenges in life that can impact their mental health; and there are practical tools that all people can use to improve their mental health and increase resiliency; and

Whereas, mental health conditions are real and prevalent in our nation; and with effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and each business, school, government agency, healthcare provider, organization and citizen share the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts; and

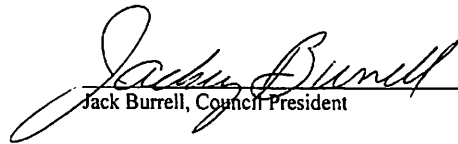
therefore, I, Karin Wilson, do hereby proclaim May 2020, as Mental Health Month in Fairhope, as Mayor of the City of Fairhope, I also call upon the citizens, government agencies, public and private institutions, businesses and schools in Fairhope to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

13 May 2020

NOTICE AND CALL OF SPECIAL MEETING

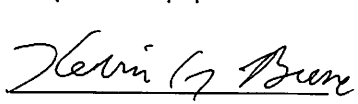
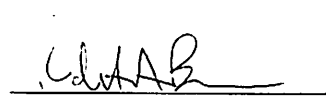

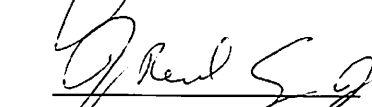
Notice is hereby given of a special-called emergency meeting of the City Council of the City of Fairhope, Alabama, to be held at the Fairhope Municipal Complex on Wednesday, 13 May 2020, at 4:00 p.m., for the purpose of:

- ❖ An Ordinance to Establish an Emergency Water Conservation Plan for the City of Fairhope for Customers or Persons who use the City of Fairhope Water System.

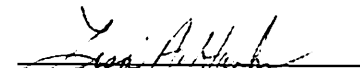

Jack Burrell, Council President

CONSENT TO HOLDING OF MEETING

The undersigned members of the City Council of the City of Fairhope, Alabama, do hereby acknowledge service of the Notice and Call of Special Emergency Meeting hereinabout set forth and do hereby consent to the holding of such meeting as such time in such place for the purpose set forth therein.

Attest:


Lisa A. Hanks, MMC
City Clerk

11 May 2020

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)(

The City Council, City of Fairhope, met in Special-Called Emergency Session at 4:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Thursday, 13 May 2020.

Present were Council President Jack Burrell, Councilmembers: Jay Robinson (arrived at 4:10 p.m.), Jimmy Conyers, Robert Brown, and Kevin Boone, Mayor Karin Wilson, City Attorney Marcus E. McDowell, and City Clerk Lisa A. Hanks.

There being a quorum present, Council President Burrell called the meeting to order at 4:08 p.m. and explained the reason for the special-called meeting.

Councilmember Conyers introduced in writing an ordinance to an Ordinance to Establish an Emergency Water Conservation Plan for the City of Fairhope for Customers or Persons who use the City of Fairhope Water System.

Water and Sewer Superintendent Jay Whitman addressed the City Council and explained the need for this ordinance. He stated that we have used 60 million gallons more than last year; a main broke this weekend; well number 8 is only at 15 to 20 percent capacity; and well number 6 was taken down due to a power line. Mr. Whitman commented he has never seen our system this low in 17 years.

Council President Burrell questioned the demand to capacity and why the well number 8 will not refill during the night. Mr. Whitman replied we are at 100 percent capacity without well number 8; and 90 percent with the well. He commented all of this is due to the drought. Mr. Whitman explained that we lose all of the water in the first couple of hours. Councilmembers Conyers and Robinson voiced their concerns with going straight to Phase III; and the legal issues.

City Clerk Lisa Hanks stated the publication issues and the Code of Alabama requiring before the ordinance goes into effect. She commented the earliest to publish in the newspaper, if adopted today, would be May 27, 2020.

Councilmember Boone questioned the water break and the cause. Mr. Whitman replied they backfilled with red clay which turned like concrete; and the pressure on the pipe cause the break. He also stated the way the pipe was laid was incorrect.

Council President Burrell began going through the ordinance; and asked why commercial, retail, golf courses, City of Fairhope, and nurseries were not exempt. Operations Director Michael Allison agreed this should be mainly residential.

13 May 2020

Councilmember Boone commented he wanted something in place. Council President Burrell questioned the hours of watering and manual issues. Councilmember Brown said we could ask people to conserve water; and this ordinance is so convoluted and hard to read. Mr. Whitman said we want to make the ordinance for the issue now.

City Attorney Marcus McDowell explained the need to replace the Violations Section with the wording from our Code of Ordinances; Section 1-8. He said there are “Due Process Rights” for Municipal Court.

Mayor Wilson recommended that new lawns and landscaping be exempt. The City Council agreed to exempt new lawns and landscaping as recommended for 30 days from the date of planting.

Councilmember Robinson introduced in writing Ordinance No. 1682, an Ordinance to Establish an Emergency Water Conservation Plan for the City of Fairhope for Customers or Persons who use the City of Fairhope Water System with recommended changes. In order to take immediate action, Councilmember Conyers moved for immediate consideration. Seconded by Councilmember Boone, motion for immediate consideration passed unanimously by the following voice votes: AYE – Burrell, Robinson, Conyers, Brown, and Boone. NAY - None.

Councilmember Conyers then moved for final adoption of Ordinance No. 1682. The motion was seconded by Councilmember Robinson who commented the “Fines Section” is not an issue now since we replaced it; and it will not be in effect until several weeks. After further discussion, motion for final adoption passed by the following voice votes: AYE – Burrell, Robinson, Conyers, and Boone. NAY - Brown.

Council President Burrell announced for everyone to conserve water and please stop irrigating. He said hopefully we will have rain soon and Well Number 8 online. Mayor Wilson commented this is a good policy and other Cities have same.

Councilmember Robinson moved to adjourn the meeting. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

13 May 2020

There being no further business to come before the City Council, the meeting was duly adjourned at 5:02 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. ____

**AN ORDINANCE AMENDING ORDINANCE NO. 1253
KNOWN AS THE ZONING ORDINANCE**

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

The ordinance known as the Zoning Ordinance (No. 1253), adopted 27 June 2005, together with the Zoning Map of the City of Fairhope, be and the same hereby is changed and altered in respect to that certain property described below:

After the appropriate public notice and hearing of the Planning Commission of the City of Fairhope, Alabama has forwarded a **favorable** recommendation,

The property of **Fairhope Single Tax Corporation and Linda R. Walker** generally located at **8800 Morphy Avenue**, Fairhope, Alabama.

PPIN #: 14591

Legal Description: (Case number ZC 20.02)

THE WEST 417 FEET OF THE NORTH 823 FEET OF THE REMAINDER OF WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AFTER ALLOWING 30 FEET FOR ROAD ON THE NORTH; OTHERWISE DESCRIBED AS LOT 3 AND LOT 5 OF FLEMING SUBDIVISION IN THE SOUTHEAST QUARTER OF SOUTHEAST QUARTER OF SECTION 16, T-6-S, R-2-E, PER UNRECORDED PLAT THEREOF BY CLAUDE W. ARNOLD, DATED AUGUST 19, 1971, SECTION 16, T-6-S, R-2-E, BALDWIN COUNTY, ALABAMA.

A map of the property to be rezoned is attached as Exhibit A

The property is hereby rezoned from RA Residential/Agriculture District to R-1 Low Density Single Family Residential District. This property shall hereafter be lawful to construct on such property any structures permitted by Ordinance No. 1253 and to use said premises for any use permitted or building sought to be erected on said property shall be in compliance with the building laws of the City of Fairhope and that any structure shall be approved by the Building Official of the City of Fairhope and that any structure be erected only in compliance with such laws, including the requirements of Ordinance No. 1253.

Severability Clause - if any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

Effective Date – This ordinance shall take effect immediately upon its due adoption and publication as required by law. .

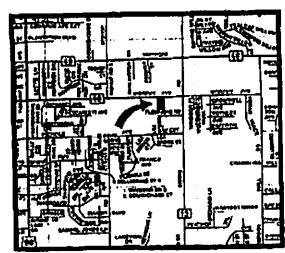
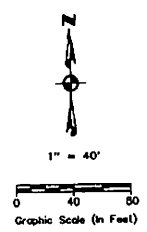
ADOPTED THIS 28TH DAY OF MAY, 2020

Karin Wilson, Mayor

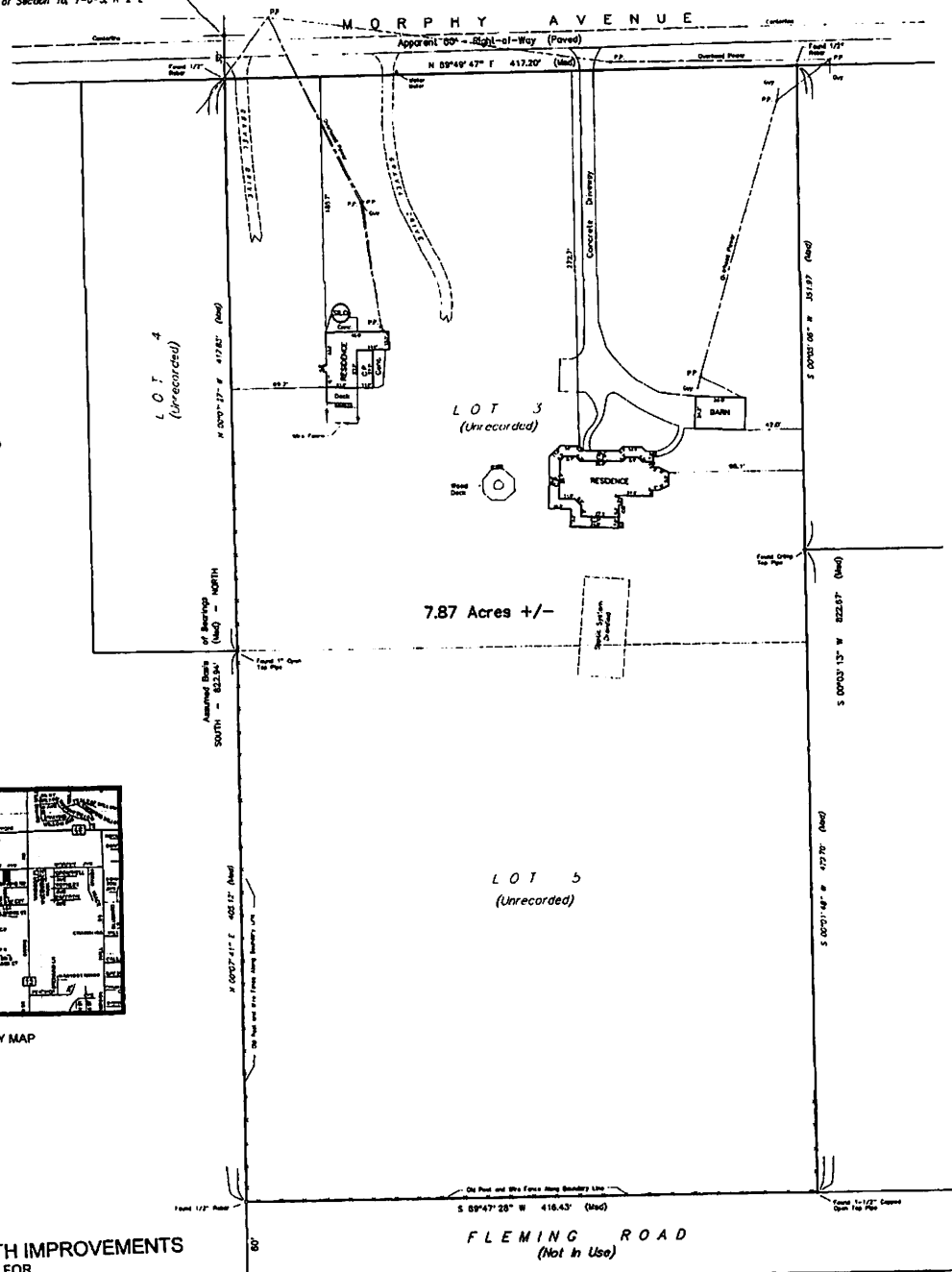
ATTEST:

Lisa A. Hanks, MMC
City Clerk

Approximate Location of the NW Corner of SE 1/4 of SE 1/4 of Section 16, T-6-S, R-2-E



VICINITY MAP



BOUNDARY WITH IMPROVEMENTS
FOR
"LINDA WALKER"
8800 MORPHY AVE.
FAIRHOPE, AL 36532

EXHIBIT A

BOUNDARY DESCRIPTION:
THE WEST 417 FEET OF THE NORTH 823 FEET OF THE REMAINDER OF WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AFTER ALLOWING 30 FEET FOR ROAD ON THE NORTH; OTHERWISE DESCRIBED AS LOT 3 AND LOT 5 OF FLEMING SUBDIVISION IN THE SOUTHWEST QUARTER OF SOUTHWEST QUARTER OF SECTION 16, T-6-S, R-2-E PER UNRECORDED PLAT THEREOF BY CALVIN W. ARNOLD, DATED AUGUST 19, 1971, SECTION 16, T-6-S, R-2-E, BALDWIN COUNTY, ALABAMA. (Description copied from deed supplied).

(STATE OF ALABAMA)
(COUNTY OF BALDWIN)

I, MATTHEW S. KOUNTZ, A REGISTERED LAND SURVEYOR, HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

I FURTHER STATE THAT THE IMPROVEMENTS PRESENTLY SITUATED ON SAID PROPERTY ARE LOCATED WITHIN THE BOUNDARIES THEREOF, THAT THERE ARE NO ENCROACHMENTS UPON SAID PROPERTY BY BUILDINGS OR FENCES SITUATED ON ADJOINING PROPERTY; AND THAT THERE ARE NO JOINT DRIVEWAYS, EASEMENTS, NOR RIGHTS-OF-WAY, EXCEPT AS NOTED HEREON.

ALL ACCORDING TO MY SURVEY MADE THIS THE 12TH DAY OF JANUARY, 2020

I ALSO STATE THAT THIS DRAWING AND OR CERTIFICATION DOES NOT REFLECT ANY TITLE OR EASEMENT REQUIREMENTS OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENTS AT TIME OF SURVEY

Matthew S. Kountz
MATTHEW S. KOUNTZ, P.T.S.
ALABAMA REG NO 20358

NOT VALID WITHOUT
EMBOSSSED SEAL

PROJECT NO:	2020 003
DATE:	01/13/20
SCALE:	1" = 40'
DRAWN BY:	MK
FIELD WORK:	01/09
FIELD BOOK:	RR3
SHEET 1 OF 1 SHEETS	

NOT VALID
WITHOUT
EMBOSSSED
SEAL

GEO-SURVEYING, INC.
PROFESSIONAL LAND SURVEYING
129 Club Drive
Fairhope, Alabama 36532
Phone: (251) 990-0815 Fax: (251) 990-0866

REVISIONS		
DESCRIPTION	DATE	BY

2020
JAN 23 2020
BY: *[Signature]*
2C 26.02



City Council

April 2020

Zoning Change: R-A to R-1

Case: ZC 20.02 8800 Morphy Avenue

Project Name:
ZC 20.02 8800 Morphy Avenue

Project Type:
Zoning Change R-A to R-1

Project Acreage:
Approximately 7.9 acres

Jurisdiction:
City of Fairhope

PPIN Number:
14591

General Location:
South side of Morphy Avenue
between Bishop Rd and CR 13

Engineer:
Geo-Surveying

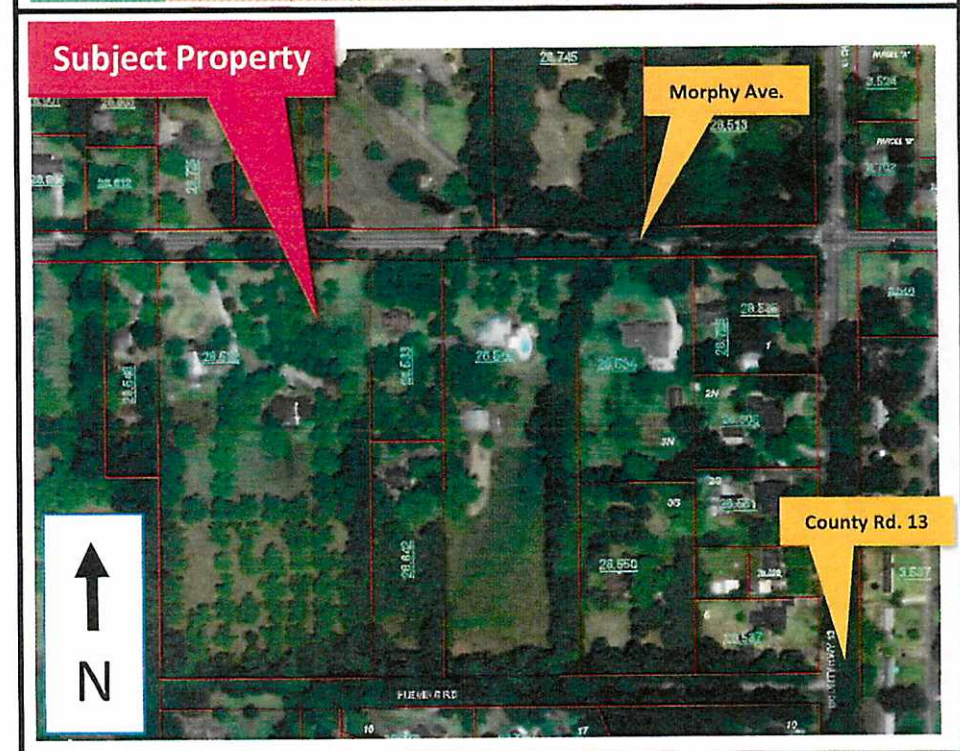
Applicant:
Linda Walker

School District:
Fairhope Intermediate
Fairhope Middle
Fairhope High

Staff Recommendation:
Approve with conditions

PC Recommendation:
Approve with conditions

Prepared by:
Samara Walley, MCP
City Planner



Summary of Request:

The applicant is requesting to rezone the subject property from R-A, Residential Agriculture District to R-1, Single Family Residential District. There are two existing dwellings on the lot. If the rezoning application is approved, the applicant will submit a subdivision application in an effort to create a family subdivision. Due to the configuration of existing dwellings on the subject property, the applicant would be unable to subdivide the property and meet the lot width requirement without rezoning the property.

Table J-2: Dimension Table - Lots and Principle Structure

Dimension District or use	Min. Lot Area/ Allowed Units Per Acre (RUPA)	Min. Lot Width	Setbacks				Min. total lot coverage by principle structure	Min. height
			Front	Rear	Side	Street side		
R-A	5 acres/ -	198'	35'	35'	25'	50'	none	30'
R-1	15,000 s.f. -	100'	40'	15'	10' "	20'	40%	30' "
R-1a	40,000 s.f. -	120'	30'	10'	10' "	20'	25%	35'
R-1b	50,000 s.f. -	100'	30'	10'	10' "	20'	25%	35'
R-1c	20,000 s.f. -	80'	30'	10'	10' "	20'	25%	35'
R-2	10,500 s.f. -	75'	35'	15'	10' "	20'	17%	30' "
R-3	3,500 s.f. -	65'	30'	15'	8' "	20'	13%	30'

Single-family dwellings are allowed in an R-1 district. It should be noted that only one dwelling is allowed per residentially zoned lot. Therefore, the approval of this rezoning request would create a non-conformity until a subdivision is approved

Comments:

The subject property is bounded to the North by R-2, Two-Family Residential District, PUD, and R-1, Single-Family Residential District. It is bounded to the West by R-A, Residential Agriculture District property. It is bounded to the East by R-2, Two-Family Residential District property and to the South by an unimproved right-of-way, Fleming Road. The site plan notes that it is "not in use".

Criteria – The application shall be reviewed based on the following criteria:

(1) Compliance with the Comprehensive Plan;

Response: The requested zoning is R-1, Single-Family Residential District and subject property is R-A, Residential Agricultural District. Because the use will not be changing, Staff finds this request consistent with the Zoning Ordinance.

(2) Compliance with the standards, goals, and intent of this ordinance;

Response: The R-1 district is designated for residential uses.

(3) The character of the surrounding property, including any pending development activity;

Response: The surrounding property is primarily residential and will therefore be compatible to the recommended zoning change.

(4) Adequacy of public infrastructure to support the proposed development;

Response: There are current structures that utilize utilities.

(5) Impacts on natural resources, including existing conditions and ongoing post-development conditions;

Response: Subject property is already developed.

(6) Compliance with other laws and regulations of the City;

Response: At the time of any redevelopment all applicable laws of the City will be applied.

(7) Compliance with other applicable laws and regulations of other jurisdictions;

Response: At the time of a redevelopment all applicable laws will be applied.

(8) Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values; and,

Response: Staff does not anticipate any significant issues relating to this criterion.

(9) Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values.

Response: Staff does not anticipate any significant issues relating to this criterion.

Staff Recommendation:

Staff recommends Case: ZC 20.02 8800 Morphy Avenue rezoning from R-A to R-1 be **Approved with the following conditions:**

1. Approval of a Subdivision indicating a single-family residence on a single lot.

Planning Commission Recommendation:

The Planning Commission of the City of Fairhope, at its March 2, 2020 regular meeting, recommended **APPROVAL** of the rezoning from RA Residential/Agriculture to R-1 Low Density Single Family Residential District subject to the following condition:

1. Approval of a Subdivision indicating a single-family residence on a single lot.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA,
APPROVING AND AUTHORIZING THE CITY TO ENTER INTO A GRANT
AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION FOR THE
BENEFIT OF FAIRHOPE AIRPORT AUTHORITY AND THE FAIRHOPE AIRPORT**

WHEREAS, the United States of America acting through the Federal Aviation Administration has offered to pay \$69,000.00 for Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Airports Grant No. 3-01-0029-023-2020 for H. L. “Sonny” Callahan Airport due to decline in revenues arising from diminished airport operation and activities as a result of the COVID-19 Public Health Emergency;

WHEREAS, the purpose of this grant is that the Federal Aviation Administration pay one hundred percent (100%) share of the allowable costs incurred after January 20, 2020 to maintain safe and efficient airport operations;

WHEREAS, this offer of the Federal Aviation Administration is contingent upon the sponsor's acceptance of the grant in accordance with its terms, namely and including, among others, the “Airport Sponsor Assurances” included as part of the Grant Agreement;

WHEREAS, the City of Fairhope continues as a sponsor of the H. L. “Sonny” Callahan Airport due in part to a funding agreement between the City and Fairhope Airport Authority related to a portion of the H. L. “Sonny” Callahan Airport property;

WHEREAS, the deadline date for the receipt of the grant from the Federal Aviation Administration is not later than June 6, 2020;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fairhope, in a regular meeting of the City Council, that the Mayor is hereby authorized to sign and execute any necessary and appropriate documents so that the City of Fairhope and Fairhope Airport Authority can receive the grant acting for and in behalf of the H. L. “Sonny” Callahan Airport in Fairhope, Alabama so that the CARES Act Grant application, in the amount of \$69,000.00, may be finalized, approved, and accepted in accordance with applicable law and procedures.

Adopted this the 28th day of May, 2020

Karin Wilson, Mayor
City of Fairhope, Alabama

ATTEST:

Lisa A. Hanks, MMC
City Clerk



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports District Office
100 West Cross Street, Suite B
Jackson, Mississippi 39208-2307

May 6, 2020

Mr. Joe McEnerney, Chairman
Fairhope Airport Authority
Post Office Box 429
Fairhope, AL 36533-0429

Subject: 2020 CARES ACT Grant Offer

Dear Mr. McEnerney:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-01-0029-023-2020 for H.L. (Sonny) Callahan Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than June 6, 2020** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue

Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify Graham Coffelt at graham.coffelt@faa.gov that the grant is administratively and financially closed. Graham Coffelt is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Rans Black
Jackson ADO Manager

Enclosure – Grant Offer

cc:
Aeronautics Bureau, ALDOT



U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANT AGREEMENT

PART I – OFFER

Federal Award Offer Date

Airport/Planning Area

H. L. (Sonny) Callahan

CARES Grant Number

3-01-0029-023-2020

Unique Entity Identifier

071935902

TO: City of Fairhope, Alabama

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated April 21, 2020, for a grant of Federal funds at or associated with the H. L. (Sonny) Callahan Airport, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the H. L. (Sonny) Callahan Airport (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to H. L. (Sonny)

Callahan Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$69,000.

2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.

5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.

6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation (“Secretary”). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before June 6, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

12. **Electronic Grant Payment(s)**. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements**. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American**. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Private Sponsors**. When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.
16. **Audits for Public Sponsors**. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/> . Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment**. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. Trafficking in Persons.

- A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not —
1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award.
- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
1. Is determined to have violated a prohibition in paragraph A of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
4. Our right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

20. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the

person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Co-Sponsor.** Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.
22. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
 - A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
 - A. House and maintain the vehicle in a state of operational readiness for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the FAA.
4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.

6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
- A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

(Typed Name)

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated _____

City of Fairhope, Alabama

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____ Alabama _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and

assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated _____

By: _____

(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law Number, Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.

- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 - New restrictions on lobbying.
- k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be

operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the

public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. **Applicability**
 - 1. **Programs and Activities.** If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. **Facilities.** Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. **Duration.**

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in

interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.



Federal Aviation Administration

CARES Act Airport Grants – Frequently Asked Questions

This document answers frequently asked questions (FAQs) stakeholders may have related to the approximately \$10 billion in grants for airports under the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

The FAA has additional information unrelated to CARES Act grants for airport sponsors considering COVID-19 restrictions or accommodations. That information can be accessed at www.faa.gov/airports.

The guidance here is not legally binding in its own right and will not be relied upon by the Federal Aviation Administration (FAA) as a separate basis for affirmative enforcement action or other administrative penalty. Conformity with this guidance, as distinct from existing statutes, regulations, and grant assurances, is voluntary only, and nonconformity will not affect existing rights and obligations.

These FAQs will be updated periodically.

Q1: How does the Coronavirus Aid, Relief, and Economic Security (CARES) Act benefit airports?

A: Title XII of Division B of the CARES Act provides approximately \$10 billion to support U.S. airports experiencing severe economic disruption caused by the COVID-19 public health emergency. This funding will be distributed to airports to prevent, prepare for, and respond to the impacts of the COVID-19 public health emergency.

Q2: Who is eligible to receive funding?

A: These funds are available only to sponsors as defined in section 47102 of title 49, United States Code (U.S.C.); that is, airport sponsors meeting statutory and policy requirements under this section and identified in the FAA's current National Plan of Integrated Airports System (NPIAS).

Q3: Where is this funding coming from?

A: The funds are coming directly from the U.S. Treasury's General Fund to prevent, prepare for, and respond to the impacts of the COVID-19 public health emergency. The FAA's Office of Airports will administer these grant funds to airport sponsors.

Q4: What is the period of availability to obligate or spend CARES Act funding?

A: Funds are available until expended. There is no deadline to obligate funds available under the CARES Act. Nevertheless, the FAA intends to award grants and obligate

these funds on an expedited basis. The FAA encourages airport sponsors to spend funds expeditiously to reduce the adverse impacts of the current public health emergency.

Q5: Is there a deadline by which funds for operating expenses must be used?

A: No. However, grants for operating expenses may not include activities prior to January 20, 2020.

Q6: How will this funding be allocated to airport sponsors?

A: The \$10 billion in funding is divided into four groups. The CARES Act establishes formulas for each group to allocate the funds to specific airports. None of these funds are available for discretionary grants. These four groups are:

- (1) 100% Federal share for 2020 Airport Improvement Program (AIP) Grants. At least \$500 million is available to increase the Federal share to 100% for grants awarded under the fiscal year (FY) 2020 appropriations cycle for FY 2020 AIP and FY 2020 Supplemental Discretionary grants. The Federal share for FY 2018 and 2019 Supplemental Discretionary grants will not increase.
- (2) Commercial Service Airports. At least \$7.4 billion is available to Commercial Service Airports for any purpose for which airport revenues may lawfully be used. The total allocation to an airport is determined by the following formula:
 - a. 50% of the total allocation is based on the number of enplanements the airport had during calendar year 2018 as a percentage of total 2018 enplanements for all commercial service airports.
 - b. 25% of the total allocation is based on the sponsor's fiscal year 2018 debt service as a percentage of the combined debt service for all commercial service airports; and
 - c. 25% of the total allocation is based on the sponsor's fiscal year 2018 ratio of unrestricted reserves to its respective debt service.
- (3) Primary Airports. Up to \$2 billion is available to large, medium, and small hub airports and non-hub primary airports for any purpose for which airport revenues may be lawfully used. These funds are allocated based upon statutory AIP primary entitlement formulas. However, the \$26 million limit under 49 U.S.C. 47114(c)(1)(C)(iii) and reduction for imposing passenger facility charges under 49 U.S.C. 47114(f) do not apply to these allocations.
- (4) General Aviation Airports. At least \$100 million is available to general aviation airports for any purpose for which airport revenues may be lawfully used. These funds are allocated based on the categories published in the most current NPIAS, reflecting the percentage of the aggregate published eligible development costs for each such category, and then dividing the allocated funds evenly among the eligible airports in each category, rounded up to the nearest thousand dollars.

Q7: How is the 100% Federal share determined?

A: When a grant is awarded, the Federal share is determined by the category of airport and the airport development goal. This Federal share is specific to each grant. To implement the CARES Act requirement and award AIP and Supplemental Discretionary grants appropriated for FY 2020 at a 100% Federal share, the FAA will calculate the increased Federal share for each AIP grant. The FAA will amend FY 2020 grants that already have been executed to adjust to the 100% Federal share. The FAA will award and execute the remaining FY 2020 grants with a 100% Federal share.

Q8: Do CARES grants have a local match?

A: No. Funds under the CARES Act are available at a 100% Federal share.

Q9: How can an airport sponsor use CARES grant funds?

A: An airport owner/sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy document defines permitted and prohibited uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act makes clear that the funds may not be used for any purpose not related to the airport.

Q10: Can I use CARES grant funds for new airport development on the airport?

A: Yes. However, additional requirements apply. To make these critical CARES funds available as quickly as possible, the FAA is issuing non-construction grants that permit expenditure for airport operating expenses (such as payroll) and to pay airport debt service. A recipient of a CARES grant that wishes to use the funds for new airport development or construction (i.e., to award a contract after March 27, 2020, for airport development) should contact its local Airports District Office or Airports Regional Office to make arrangements to do so. That office will ensure that such development is consistent with all of the recipient's prior Federal obligations, meets safety and security standards, meets National Environmental Policy Act (NEPA) requirements, meets prevailing wage and Buy American requirements, and meets other specific requirements for new airport development under the CARES Act.

Q11: Are there any other specific requirements for accepting CARES grant funds?

A: Yes. The airport sponsor must continue to employ, through December 31, 2020, at least 90% of the number of individuals employed (after making adjustments for retirements or voluntary employee separations) as of March 27, 2020. The Secretary of Transportation may waive this workforce retention requirement if the Secretary determines that the sponsor is experiencing economic hardship as a direct result of the requirement, or that the requirement reduces aviation safety or security. The workforce retention requirement does not apply to non-hub or non-primary airports.



Federal Aviation Administration

Information for Airport Sponsors Considering COVID-19 Restrictions or Accommodations

PURPOSE

This document addresses common issues that have arisen or may arise for airport sponsors during the response to the COVID-19 public health emergency. The Federal Aviation Administration (FAA) Office of Airports will evaluate specific requests regarding restrictions or accommodations on a case-by-case basis. The FAA retains maximum flexibility to consider unique circumstances during this public health emergency.

The FAA separately has published frequently asked questions (FAQs) related to the approximately \$10 billion in grants for airports under the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

BACKGROUND

The FAA has been receiving inquiries from airport operators about their authority to implement a range of restrictions, changes in operations, terminal service consolidations, and other responses to the COVID-19 public health emergency. Many of these inquiries reflect interest in facilitating social distancing or adapting to a reduced level of activity at the airport.

The FAA's primary concern is that federally obligated airports remain safe and open to the traveling public and aircraft. Particularly during this public health emergency, airports play an essential role in transporting medical and emergency equipment and personnel. The FAA continues to expect all airports to operate safely and stay open.

APPLICABILITY

The guidance here is not legally binding in its own right and will not be relied upon by the FAA as a separate basis for affirmative enforcement action or other administrative penalty. Conformity with this guidance, as distinct from existing statutes, regulations, and grant assurances, is voluntary only, and nonconformity will not affect existing rights and obligations.

ISSUES

Closing airports: All proposed closing of airport access (i.e., passenger and aircraft access) must be approved in advance by the FAA. As noted in Compliance Guidance Letter, 2020-01, in general, the FAA does not permit temporary closure or restriction of federally obligated airports for non-aeronautical purposes. An airport sponsor must obtain FAA approval to allow airport closure for a non-aeronautical purpose. (Grant Assurance 19 and 49 U.S.C. § 47107(a)(8)). Grant Assurance 19

further requires that airport sponsors will not cause or permit any activity or action on the airport that would interfere with its use for airport purposes. This includes all airport structures and operational areas. If a proposed action suspends or closes an international Port of Entry, then the sponsor may also need approval from Customs and Border Protection (CBP).

Prohibiting certain flights (e.g., certain locations, types of aircraft, and types of operations): As is normally the case, actions such as these may violate Federal law and the airport's grant assurances, unless approved in advance by the FAA (and, in some cases, the Office of the Secretary of Transportation (OST) as well). To seek such approval, the airport sponsor should contact the applicable FAA Airports District Office to discuss the matter.

Requiring flights to land at certain airports for screening: All such requests would ordinarily require prior FAA approval under Grant Assurances 19 and 22 and related statutes. Usually, these restrictions would likely constitute an unreasonable restriction on access; however, FAA has discretion to consider such requests and recognizes the exceptional situation presented by this public health emergency. Depending on the circumstances, such requests might be deemed as reasonable restrictions on access. However, even where FAA is amenable to such a temporary condition, the airport will need to coordinate with OST with regard to requiring route changes, and with CBP if the action appears to suspend or close an international Port of Entry.

Closing of sections of the airfield to allow for aircraft parking: Airports should avoid overflow parking of aircraft on runways except as a last resort. If overflow parking of aircraft is needed, airports should first consider using gates, aprons, and non-movement areas. Airports should also consider suggesting that aircraft owners contact other nearby airports where there may be additional aircraft parking capacity. Based on the location(s) selected, the sponsor must be able to respond with aircraft rescue and firefighting (ARFF) capability and provide required notice. In all cases, operators of airports in the National Plan of Integrated Airport Systems should work with local air traffic facilities (if present) to develop a safe and reasonable parking plan and share that information with their servicing FAA Airports District Office, local FAA Air Traffic Manager, and FAA's Flight Standards Service. For part 139 certificated airports, see Cert Alert 20-02 – Temporary Parking of Overflow Aircraft (updated March 24, 2020).

Closing restaurants or other retail activities in the terminal: From FAA's perspective, the closing of restaurants, retail stores, or other non-aeronautical functions in a terminal is not likely to violate FAA grant assurances, particularly if driven by public health measures or reduced clientele, and especially if based upon restrictions applicable to all business entities within the jurisdiction. However, airports should coordinate with the FAA Office of Civil Rights with regard to Airport Concession Disadvantaged Business Enterprise regulations.

Closing gates or sections of terminals: In coordination with airport sponsors, airlines, the Transportation Security Administration (TSA), and other entities, closing gates or sections of terminals is likely to be acceptable if the closure is executed in response to reduced passenger volumes and operations, is not discriminatory, and does not provide an unfair competitive advantage to one operator. For example, TSA has reduced lanes or consolidated passenger screening checkpoint operations in numerous airports in response to the reduction in originating passenger volume.

Allowing terminals to be used for sheltering of people: This is likely to be acceptable if it does not interfere with necessary airport access and security for the traveling public and aircraft operations.

Screening or quarantining passengers boarding or exiting planes: State, local, or territorial public health officials may want to screen or quarantine passengers. In most cases, this is likely to be acceptable as long as passengers are not being categorically refused access to air transportation (e.g., through unapproved blanket closures). Airlines may refuse transportation to a passenger because of a communicable disease if the passenger's condition poses a direct threat to the health or safety of others. Care must also be taken in coordinating with airport sponsors, airlines, TSA, airport law enforcement, and other entities on when, where, and how your government conducts this screening and quarantining, with a goal of minimizing burden and maximizing flexibility for operations. Effort also should be made to minimize undesirable queuing or the formation of large groups of passengers.

Rent abatement / minimum annual guarantee: A decision to abate rent (including "minimum annual guarantees" and also encompassing fees) is a local decision. Rent abatement should be tied to the changed circumstances caused by the public health emergency, and done in accordance with Grant Assurances 22 and 24, as well as related statutes. Where abatement results in shifting costs between various classes of airport tenants and users, the airport sponsor is encouraged to consult with all affected parties and implement a consensus approach if possible.

If a sponsor (or airport tenant, whether aeronautical or non-aeronautical) desires to renegotiate rent, a reasonable basis for such an action might be established if the underlying basis for such rent has temporarily declined or materially altered due to COVID-19. In such circumstances, the offer of accommodation in the form of rent abatement is not barred by the grant assurances as long as it is reasonable under the circumstances and reflects the decline in fair market value, loss of services, and/or changes to volume of traffic and economy of collection.

Sponsors considering such relief are encouraged to consider the business situation of the tenant; the changed circumstances created by the public health emergency; the desirability of having solvent tenants that can resume normal operations when the emergency ends; the availability of other governmental or insurance relief that such entities have or may receive; an appropriate term for such relief; and possible subsequent conditions that, if triggered, would end the abatement. Such a condition could be the receipt of other governmental forms of relief; insurance recovery, if any; or an end to the emergency.

As noted above, where sponsors have residual lease arrangements with aeronautical users, the reduction of rent for certain non-aeronautical entities may shift costs to the aeronautical users such as airlines. Achieving the appropriate balance between these users is a local responsibility that should be managed in consultation with all affected parties. If rent abatement to non-aeronautical users results in an increase to aeronautical rates, that is not necessarily an impediment from a grant assurance perspective, but the aeronautical rates must remain reasonable. For any actions that reallocate costs, FAA encourages sponsors to carefully balance and consider the equities between all airport users. Additionally, the sponsor is encouraged to consult with all affected parties before making its decision and reach a consensus where possible.

Apart from any Federal obligations, the FAA also recommends that airport sponsors consult their lease agreements to understand their discretion to act, particularly in a residual methodology context. Airport sponsors should also examine any bond covenants to identify any potential restrictions that may exist.

Deferral of rental payments or other fees: In cases where bond restrictions or other conditions may prevent airports from offering rent abatements, the deferrals of rents and/or fees may be possible. The terms and interest rates applied should be reasonable and applied fairly to similarly situated businesses. Deferral of rental payments and or fees, if adequately justified, is not likely to violate FAA's grant assurances. A primary goal of the statutory sustainability principle is to keep the airport solvent to ensure that the airport can remain open and operate safely. If a deferral exceeds an annual reporting period, interest should be charged based on Treasury note interest rates beginning the date of the deferral and reported on FAA Form 127. FAA anticipates issuing guidance regarding how such interest should be reported on Form 127. Neither airports nor the FAA have the legal authority, however, to allow air carriers to defer the remittance of collected Passenger Facility Charge (PFC) revenues.

Sponsor's request for reducing hours of operation: If contemplated, it is important that any such proposed action be part of implementing a legitimate public health initiative related to COVID-19. At a minimum, to the extent considered, such an action would require FAA to examine whether it would result in an undue hardship on emergency response or otherwise unjustly discriminate against a specific user of the airport. Finally, FAA is unlikely to approve any such reductions that would restrict either government or emergency operations.

Sheltering-in-place impacts on airport personnel: Because airports are essential in transporting emergency and medical supplies and personnel during emergencies, a critical number of airport and Federal employees should be designated as essential to ensure the continuity, safety, and security of airport operations. Also, airport law enforcement should be informed to facilitate their access to airport and airport facilities. This is particularly true for part 139 certificated airports, which require minimum personnel to meet requirements of the regulation. In addition, the Department of Homeland Security's Cybersecurity and Infrastructure Security Agency has issued guidance that specifically identifies airport operations personnel as part of the "Essential Critical Infrastructure Workforce" who should not be impeded from their efforts to keep airports safe and operational.

Recreational aeronautical restrictions: Certain States have issued COVID-19 restrictions on activities they deem "non-essential," including certain aeronautical activities such as flight schools and sky diving. With the goal of keeping airports open to ensure access for the traveling public, emergency and medical equipment and supplies, and emergency transportation, FAA does not object to *temporarily* limiting recreational aeronautical activities that are covered by such restrictions. However, the activities limited by a sponsor should be limited to those falling within the scope of a public health measure by an authority whose jurisdiction covers the airport's geographic area (e.g., a State or local government).

Prohibiting flights from "hotspot" areas: Prohibiting flights from "hotspots" or areas of high levels of contagion generally is not acceptable. However, a jurisdiction may choose to consider its authority to impose public health screening or quarantine for passengers entering the jurisdiction.

The FAA has published guidance for consideration when implementing quarantine, screening, or movement restrictions that impact air transportation.

Sponsor's use of airport employees for public health screening: The use of airport employees for public health screening is generally not considered a proper use of airport revenue. Federal law requires that airport revenues be used for capital or operating costs of the airport. The FAA defines airport revenue broadly to include those revenues paid to or due to the airport proprietor for use of airport property by aeronautical and non-aeronautical users of the airport. It also includes revenue from the sale of airport property and resources and revenue from State and local taxes on aviation fuel. In the context of this emergency, it is generally permissible for airports to allocate terminal or office space for public health screening, follow-up screening, retention, and storage space for medical supplies, since these uses support services that relate to air transportation.

CONCLUSION

Airports should be cognizant of, and assume the responsibility for, the implications of their proposed actions in response to COVID-19. Considerations include, among others: (1) coordination with the FAA, (2) coordination with other Federal, State, or local agencies as needed, including airport law enforcement or local law enforcement entities serving the airport; (3) understanding of applicable Federal obligations, (4) impacts on aeronautical use and airport infrastructure; (5) impact on the safe and efficient functioning of air traffic and the National Airspace System; (6) communications and notice requirements; (7) evolving safety and security requirements; (8) the need to document actions; (9) plans for following up on or amending actions as the situation evolves; and (10) the impact to emergency services that rely on air transportation.

RESOLUTION NO. _____

WHEREAS, on the 13th day of November, 2019, the City Council adopted Resolution No. 3554-19; a resolution that the public improvements indicated herein for The Verandas, Phase Four are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and The Verandas, LLC (the “Subdivider”); and

WHEREAS, after the adoption of the resolution, it became apparent that the documentation was for acceptance of the public improvements was for The Verandas, Phase Two; and

WHEREAS, it is desirous of the City Council to amend this resolution to change The Verandas, Phase Four to The Verandas, Phase Two.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA that the City Council hereby amends Resolution No. 3554-19 to change The Verandas, Phase Four to The Verandas, Phase Two; and that the public improvements indicated herein for The Verandas, Phase Two are hereby accepted for public maintenance subject to the bond posted.

Adopted this 28th day of May, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. 3554-19

WHEREAS, the Owners of The Verandas, Phase Four desire to have all Fairhope public utilities dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Slide 2691-C and 2691-D accepted for maintenance by the City of Fairhope, Alabama, and;

WHEREAS, the City of Fairhope, Alabama, has received notice from the engineers of the project that the design and capacity of the public improvements have been designed in conformance with City requirements, and;

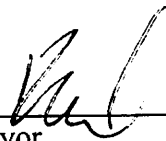
WHEREAS, the Director of Operations has indicated that the improvements meet City requirements, and;

WHEREAS, the City of Fairhope, Alabama, has received from the owners of The Verandas, Phase Four, maintenance bonds for the public improvements constructed for a period of 2 years, and;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA that the public improvements indicated herein for The Verandas, Phase Four are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and The Verandas, LLC (the "Subdivider").

BE IT FURTHER RESOLVED this resolution of acceptance shall not obligate the City of Fairhope to maintain any utility or drainage facilities outside the limits of the right-of-way of the public streets, whether or not such may be located within dedicated easements in any of these developments.

Adopted this 13th day of November, 2019



Karin Wilson, Mayor

Attest:



Lisa A. Hanks, MMC
City Clerk

PROJECT NO. 16893-01
 DATE: 04/16/2018
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 SCALE: AS SHOWN

11' TYP. WIDE
 11' TYP. WIDE
 11' TYP. WIDE

11' TYP. WIDE
 11' TYP. WIDE
 11' TYP. WIDE

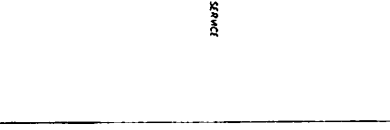
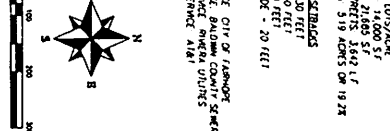
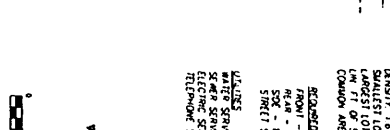
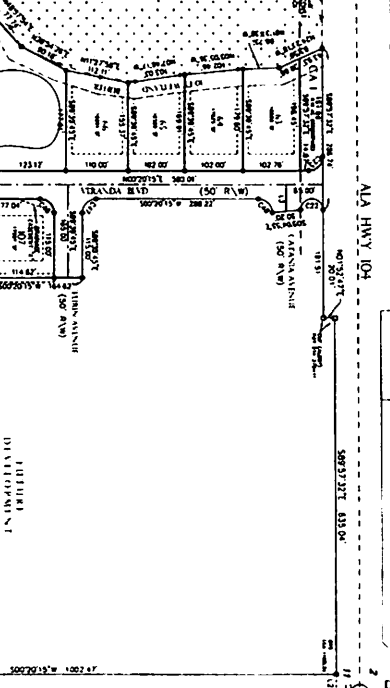
11' TYP. WIDE
 11' TYP. WIDE
 11' TYP. WIDE

POINT OF COMMENCEMENT
 BEARING 270° 00' 00" FROM
 SOUTH, 1000.00 FT. DISTANCE
 TO CORNER STATION 1+00.00

SITE DATA
 ZONING: UNZONED
 PLANNING: 577M - TERRITORIAL JURISDICTION
 TOTAL ACRES: 28.89 ACRES
 NUMBER OF LOTS: 45
 DENSITY: 1.67 LOTS/ACRE
 LARGEST LOT: 21,680 SF
 LCM #1 OF SHORTS: 3,442 LF
 COMMON AREA: 319 ACRES ON 19.2%

REGULATORY STATUTES
 RCW 36.70
 RCW 36.72
 SMC 16.01
 SMC 16.02
 SMC 16.03

UTILITIES
 WATER SERVICE: CITY OF LANSBURG
 SEWER SERVICE: RAILWAY COMMUNITY SEWER SERVICE
 TELEPHONE SERVICE: A&T



MAINTENANCE AND GUARANTY AGREEMENT

THIS MAINTENANCE AND GUARANTY AGREEMENT (this "Agreement") is made and entered into by and between THE VERANDAS, LLC. (the "Sub-divider"), and the City of Fairhope, Alabama (the "City of Fairhope") (the "City") (the Sub-divider, and the City are sometimes hereinafter referred to singularly as a "Party" and collectively as the "Parties").

Recitals:

WHEREAS, the Sub-divider is the THE VERANDAS, LLC. of THE VERANDAS, PHASE TWO (the "Subdivision"), which Subdivision is recorded as Instrument Number 1699161 in the records of the Office of the Judge of Probate of Baldwin County, Alabama;

WHEREAS, prior to the City agreeing to accept for maintenance those certain items set forth on Exhibit "A" attached hereto (the "Improvements"), the Sub-divider is responsible to maintain the Improvements for a period of two (2) years (the "Maintenance Period") from and after the Effective Date (hereinafter defined).

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Recitals. The above recitals shall be included as part of this Agreement as necessary contingencies and as if fully set forth herein.
2. Maintenance and Guaranty of Improvements. The Sub-divider shall maintain the Improvements during the Maintenance Period and shall keep the Improvements in good and working order, normal wear and tear excepted. The Sub-divider hereby guarantees and warrants the Improvements and the workmanship associated with the construction and installation of the Improvements until the expiration of the Maintenance Period. In the event there is any defect in the Improvements and/or the workmanship associated with the construction and installation of the Improvements (a "Defect") of which the City provides the Sub-divider with notice on or before the date that is thirty (30) days following the expiration of the Maintenance Period or of which the Sub-divider is otherwise aware prior to the expiration of the Maintenance Period, the Sub-divider shall remedy such Defect within ten (10) days of its first obtaining knowledge of such Defect (whether from the City or otherwise); provided, however, that in the event such Defect is not capable of being remedied within said ten-day period, the Sub-divider shall have such time as is reasonably necessary to remedy such Defect, but in no event in excess of thirty (30) days, so long as the Sub-divider has commenced its remedial efforts within such ten-day period and pursues completion of such remedial efforts with due diligence.
3. Financial Guaranty of Performance. As a condition to the City agreeing to enter into this Agreement, the Sub-divider shall provide the City with an acceptable surety/financial guarantee of the payment and performance of its obligations hereunder (the "Guaranty"). The Guaranty shall be provided by a surety and shall be in a form that is acceptable to the City in its sole and absolute discretion and shall

be in an amount of \$ 39,764.03 . In the event the foregoing condition precedent is not satisfied within thirty (30) days of the Effective Date, the obligation of the City to accept the Improvements for maintenance under Section 4 hereof shall terminate and be of no further force or effect.

4. City to Accept Improvements for Maintenance. Upon performance in full by the Sub-divider of this Agreement and the expiration of the Maintenance Period, the City shall accept maintenance of the Improvements.

5. Failure to Perform. In the event the Sub-divider shall fail in whole or in part to perform any term, covenant or condition of this Agreement or in the event of a Defect (a "Default"), the City may issue a written notice of default to the Sub-divider (a "Notice of Default"). If the Sub-divider has not cured the Default within ten (10) days of its receipt of the Notice of Default, the City shall have the right to take any or all of the following actions:

- (a) complete/remedy any Default, including, without limitation, the right to cure any Defect, at the sole cost and expense of the Sub-divider;
- (b) call on or otherwise exercise its rights under the Guaranty; and/or
- (c) exercise any other right or remedy available to the City at law or in equity, including the right to pursue and obtain specific performance.

In the event the City exercises any of the foregoing rights and expends any funds in connection therewith, the Sub-divider shall reimburse the City for any such expended funds within ten (10) days of demand for such funds by the City. Any funds not so reimbursed by the Sub-divider within said ten (10) day period shall thereafter accrue interest at the rate of twelve percent (12%) per annum.

6. Legal Compliance. The Sub-divider shall, at its own expense, comply with all applicable laws, ordinances, regulations, rules and orders, whether federal, state or local, or any regulation of any governmental body having jurisdiction over the Subdivision or the Sub-divider with respect to the maintenance and repair of the Improvements, regardless of when they become effective. The Sub-divider shall not use, nor permit the use of the Improvements for any purpose in violation of such laws, regulations, rules or orders. The Sub-divider represents and warrants to the City that the Sub-divider is acting with full and legal authority with respect to the Improvements.

7. Indemnification. The Sub-divider shall indemnify, defend and hold harmless the City and its affiliates, elected officials, employees, agents, representatives, contractors, subcontractors, licensees and invitees from and against any and all claims, violations of law, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, arising out of or otherwise related to any approval or activity conducted by, or any act or omission of, the Sub-divider made or taken pursuant to this Agreement.

8. Responsibility For Agents. The Sub-divider shall be responsible for compliance by its engineers, architects, contractors, subcontractors, employees, agents, and representatives (collectively, the

“Representatives”) with the terms of this Agreement and for all acts or omissions by any or all of the Representatives relating to the obligations of the Sub-divider herein.

9. No Assignment. The Sub-divider shall not have the right to assign this Agreement or any rights or obligations hereunder without the City’s prior written consent, which consent may be withheld in the sole and absolute discretion of the City. Any attempted assignment shall be void. No assignment shall relieve the Sub-divider of its liabilities and obligations herein.

10. Agency. It is neither the express nor the implied intent of the Parties to create an agency relationship pursuant to this Agreement; therefore, any actions of the Parties shall not be considered or implied to create such agency.

11. No Waiver. The failure of the City to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

12. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties with respect to the construction of the Improvements and there are no further or prior agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof.

13. No Endorsement. The City in no way whatsoever is deemed to have approved, provided, given, or allowed to be given any authorization, endorsement, approval, or consent of the business practices, actions or behavior of the Sub-divider. This Agreement, and/or the procedures approving the same, is no way to be considered as a substitute for any regulations, procedure or other requirement of the City. It is the sole responsibility of the Sub-divider to comply or to ensure its own compliance with any local, state, or federal law or regulation.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflicts of law principles.

15. Attorney’s Fees. In the event the City initiates litigation or any other legal proceeding for purposes of enforcing its rights, duties and obligations hereunder and is the prevailing party in any such litigation or other legal proceeding, the City shall be entitled to the recovery of its attorney’s fees in addition to any other remedy provided hereunder.


16. Counterparts. This Agreement may be executed in one or more counterparts and by the different parties hereto under separate counterparts, any one of which need not contain the signatures of more than one party, but all of which when taken together shall constitute one and the same instrument notwithstanding that all parties have not signed the same counterpart hereof.

17. Headings. The section headings contained in this Agreement are inserted as a matter of convenience and shall not affect in any way the construction of the terms of this Agreement.

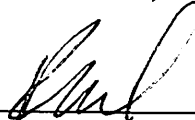
18. Effective Date. As used herein the term "Effective Date" shall mean and refer to the date of execution of this Agreement by the Mayor of the City as set forth below.

IN WITNESS WHEREOF, the Parties, having full authority to do so, have fully executed this Agreement by and through their respective duly authorized representatives as of the last date of execution below.

THE VERANDAS, LLC.

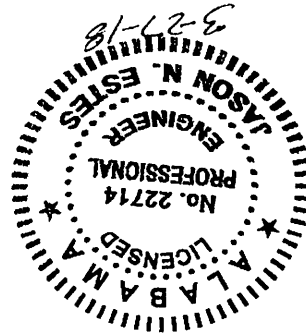
By: 
Name: Albert Conti, III
As Its: MEMBER
Date: 3-13-18

THE CITY OF FAIRHOPE, ALABAMA

By: 
Karin Wilson
As Its Mayor
Date: 11/18/19

ATTEST:


Lisa A. Hanks, City Clerk



Sincerely,
DEWBERRY/PREBLE-RISH
 Jason Estes, P.E.
 Project Manager

We hereby certify that the estimate is accurate to the best of our knowledge. The estimate total is \$ 39,764.03.

ITEM NO.	DESCRIPTION	PLAN QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT
WATER SYSTEM					
400	6" PVC WATER MAIN	3831	LF	10.25	39,267.75
401	10" HDPE ENCASMENT	160	LF	27.60	4,416.00
402	6" M.J. GATE VALVE W/ MEGALUGS	10	EA	1,048.00	10,480.00
403	6" x 6" TEE	5	EA	452.00	2,260.00
404	6" M.J. 22.50ø BEND	6	EA	359.00	2,154.00
405	6" M.J. 45ø BEND	13	EA	363.00	4,719.00
406	6" M.J. PLUG	2	EA	265.00	530.00
407	6" x 6" TAPPING VALVE AND SLEEVE	2	EA	1,843.00	3,686.00
408	8" x 6" TAPPING VALVE AND SLEEVE	1	EA	1,810.00	1,810.00
409	WATER SERVICE	49	EA	664.00	32,536.00
410	FIRE HYDRANT ASSEMBLY (INCL. TEE, VALVE & HYDRANT)	8	EA	3,836.00	30,688.00
SUB-TOTAL WATER SYSTEM:				\$	132,546.75
ENGINEERS MAINTENANCE BOND ESTIMATE, 30%:				\$	39,764.03

**ENGINEER'S MAINTENANCE BOND ESTIMATE
 "EXHIBIT A"
 THE VERANDAS, PHASE TWO**

MAINTENANCE BOND

USE BLACK INK ONLY

SURETY'S BOND NUMBER

9240679

The "PRINCIPAL" (Name and address of Principal)

Ammons & Blackmon Construction, LLC.
P.O. Box 7486, Spanish Fort, AL 36577

The "SURETY" (Name and Principal Place of Business)

Fidelity and Deposit Company of Maryland,
A Corporation of the State of Maryland

The "CITY" City of Fairhope, Alabama
 555 South Section Street
 Fairhope, Alabama 36532

The "PENAL SUM" of this Bond: **Thirty Nine Thousand, Seven Hundred Sixty Four Dollars and 03/100 (\$39,764.03).**

Name and date of the "MAINTENANCE AGREEMENT": Maintenance and Guaranty Agreement dated March 13, 2018.

The "PROJECT": **The Verandas, Phase, Two**

-
1. **WE, THE PRINCIPAL AND THE SURETY,** jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the City in the Penal Sum stated above for the performance of the Maintenance Agreement, which is incorporated herein by reference. If the Principal performs the Maintenance Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
 2. Whenever the Principal fails to perform any term or condition or other obligation of the Maintenance Agreement, the City, acting through any agent of the City, shall have the right to give the Principal and the Surety, at their addresses stated above, a written Notice to Default.
 3. The Surety's obligation under this Bond becomes effective after the Surety's receipt of a Notice of Default. Upon the Surety's receipt of a Notice of Default, the Surety shall, at its expense:

- (a) Immediately take charge of the work required of the Principal by the Maintenance Agreement (the "Work") and be responsible for the safety, security, and protection of the Work, including materials and equipment stored on and off the Project site, and
 - (b) Within fourteen (14) days after the Surety's receipt of the Notice of Default, proceed, or provide the City with written verification that satisfactory positive action is in process to facilitate proceeding promptly, to complete the Work in accordance with the Maintenance Agreement, either with the Surety's resources or through a contract between the Surety and a qualified contractor to whom the City has no reasonable objection.
- 4. The Surety shall neither require, nor be entitled to, any agreements or conditions other than those of this Bond and the Maintenance Agreement. In taking charge of and completing the Work, the Surety shall assume all rights and obligations of the Principal under the Maintenance Agreement. The presence or possibility of a claim by the Surety against the Principal shall not be just cause for the Surety to fail or refuse to promptly take charge of and complete the Work.
- 5. Nothing contained in this Bond shall be construed to mean that the Surety shall be liable to the City for an amount exceeding the Penal Sum of this Bond, except in the event that the Surety should be in default under the Bond by failing or refusing to take charge of and complete the Work pursuant to Paragraph 3. If the Surety should fail or refuse to take charge of and complete the Work, the City shall have the authority to take charge of and complete the Work, or have it completed, and the following costs to the City shall be recoverable under this Bond:
 - (a) the cost of completing the Principal's responsibilities under the Maintenance Agreement, including correction of any defective work thereunder;
 - (b) additional design, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to completing the Work;
 - (c) interest on, and the cost of obtaining, funds to necessary to cover the costs of completing the Work; and
 - (d) additional design, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to ascertaining and collecting the City's losses under the Bond.
- 6. This Bond and the rights and duties of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Alabama without regard to its conflicts of law principles.

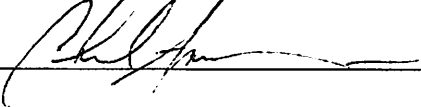
SIGNED AND SEALED this 16th day of March, 2018.

ATTEST:



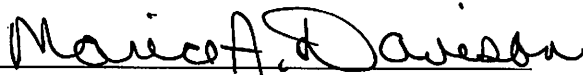
PRINCIPAL:

Ammons & Blackmon Construction, LLC.

By 

Chad Ammons, Member

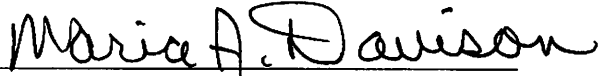
Countersigned by
Alabama Resident Agent for Surety:

By 

Maria A. Davison
P.O. Box 507, Montrose, AL 36559
(251) 621-2180 Phone

SURETY:

Fidelity and Deposit Company of Maryland

By 

Maria A. Davison, Attorney In Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **DAVID MCVICKER, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **John T. THOMAS, JR., Maria A. DAVISON and Christopher T. THOMAS, all of DAPHNE, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 7th day of September, A.D. 2017.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Dawn E. Brown*
*Assistant Secretary
Dawn E. Brown*

David McVicker
*Vice President
David McVicker*

State of Maryland
County of Baltimore

On this 7th day of September, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **DAVID MCVICKER, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019





PREBLE-RISH

Dewberry Engineers Inc.
9949 Bellaton Avenue
Daphne, AL 36526

251.990.9950
251.990.9910 fax
www.dewberry.com

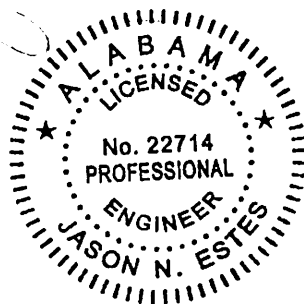
ENGINEER'S MAINTENANCE BOND ESTIMATE
"EXHIBIT A"
THE VERANDAS, PHASE TWO

ITEM NO.	DESCRIPTION	PLAN QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT
WATER SYSTEM					
400	6" PVC WATER MAIN	3831	LF	10.25	39,267.75
401	10" HDPE ENCASEMENT	160	LF	27.60	4,416.00
402	6" M.J. GATE VALVE W/ MEGALUGS	10	EA	1,048.00	10,480.00
403	6" x 6" TEE	5	EA	452.00	2,260.00
404	6" M.J. 22.50ø BEND	6	EA	359.00	2,154.00
405	6" M.J. 45ø BEND	13	EA	363.00	4,719.00
406	6" M.J. PLUG	2	EA	265.00	530.00
407	6" x 6" TAPPING VALVE AND SLEEVE	2	EA	1,843.00	3,686.00
408	8" x 6" TAPPING VALVE AND SLEEVE	1	EA	1,810.00	1,810.00
409	WATER SERVICE	49	EA	664.00	32,536.00
410	FIRE HYDRANT ASSEMBLY (INCL. TEE, VALVE & HYDRANT)	8	EA	3,836.00	30,688.00
SUB-TOTAL WATER SYSTEM:					\$ 132,546.75
ENGINEERS MAINTENANCE BOND ESTIMATE, 30%:					\$ 39,764.03

We hereby certify that the estimate is accurate to the best of our knowledge. The estimate total is \$ 39,764.03.

Sincerely,
DEWBERRY|PREBLE-RISH

Jason Estes, P.E.
Project Manager



RESOLUTION NO. _____

WHEREAS, the Owners of the Hamlet at Old Battles Village, Phase Five desire to have all public streets and public right-of-ways dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Slide 2679-E, and all Fairhope public utilities located in public right-of-ways accepted for maintenance by the City of Fairhope, Alabama, and;

WHEREAS, the City of Fairhope, Alabama, has received notice from the engineers of the project that the design and capacity of the public improvements have been designed in conformance with City requirements, and;

WHEREAS, the Public Works Director has indicated that the improvements meet City requirements, and;

WHEREAS, the City of Fairhope, Alabama, has received from the owners of the Hamlet at Old Battles Village, Phase Five, maintenance bonds for the public improvements constructed for a period of 2 years, and;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA that the public improvements indicated herein for the Hamlet at Old Battles Village, Phase Five are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and 68V OBV Hamlet 2018, LLC (the "Subdivider").

BE IT FURTHER RESOLVED this resolution of acceptance shall not obligate the City of Fairhope to maintain any utility or drainage facilities outside the limits of the right-of-way of the public streets, whether or not such may be located within dedicated easements in any of these developments.

Adopted this 28th day of May, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

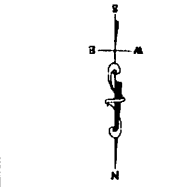
SUBDIVISION NAME: Hamlet		
DATE: APRIL 24, 2018	DRAWN BY: D.E.D.	SCALE: 1"=50'
CHECKED BY: M.S.P.	SUPERVISOR: D.E.D.	PROJECT NO: 10000278
SHEET 1 OF 1		

Hamlet at Old Battles Village Phase Five

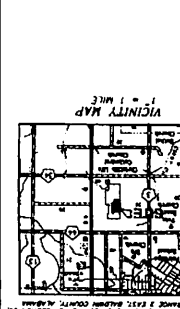
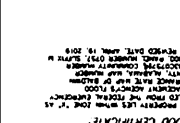
Planned Unit Development Final Plat

BOUNDARY SURVEY AND PLAT OF SUBDIVISION

RECORDING STAMP



- LEGEND**
- 1" = 50'
 - 1" = 100'
 - 1" = 200'
 - 1" = 400'
 - 1" = 800'
 - 1" = 1600'



GENERAL NOTES:

1. THE LOCATION OF ALL UTILITIES ARE SHOWN ON THIS PLAT AND THE SUBDIVISION MAP.
2. THE SUBDIVISION MAP IS A PART OF THIS PLAT AND SHALL BE FILED WITH THIS PLAT.
3. THE SUBDIVISION MAP IS A PART OF THIS PLAT AND SHALL BE FILED WITH THIS PLAT.
4. THE SUBDIVISION MAP IS A PART OF THIS PLAT AND SHALL BE FILED WITH THIS PLAT.
5. THE SUBDIVISION MAP IS A PART OF THIS PLAT AND SHALL BE FILED WITH THIS PLAT.

SURVEYOR'S CERTIFICATE:

STATE OF ALABAMA

County of Baldwin

Shirley R. McCallister, Surveyor

DATE: 5/1/2019

APPROVED BY ME: [Signature]

APPROVED BY THE CITY OF FAYHOPE (PLAT):

[Signature]

DATE: 5/1/2019

APPROVED BY THE CITY OF FAYHOPE (PUD):

[Signature]

DATE: 5/1/2019

APPROVED BY THE CITY OF FAYHOPE (PUD):

[Signature]

DATE: 5/1/2019

APPROVED BY THE CITY OF FAYHOPE (PUD):

[Signature]

DATE: 5/1/2019

APPROVED BY THE CITY OF FAYHOPE (PUD):

[Signature]

DATE: 5/1/2019

APPROVED BY THE CITY OF FAYHOPE (PUD):

[Signature]

DATE: 5/1/2019

APPROVED BY THE CITY OF FAYHOPE (PUD):

[Signature]

DATE: 5/1/2019

APPROVED BY THE CITY OF FAYHOPE (PUD):

[Signature]

DATE: 5/1/2019

APPROVED BY THE CITY OF FAYHOPE (PUD):

[Signature]

DATE: 5/1/2019

APPROVED BY THE CITY OF FAYHOPE (PUD):

[Signature]

DATE: 5/1/2019

APPROVED BY THE CITY OF FAYHOPE (PUD):

[Signature]

DATE: 5/1/2019

APPROVED BY THE CITY OF FAYHOPE (PUD):

[Signature]

DATE: 5/1/2019

APPROVED BY THE CITY OF FAYHOPE (PUD):

[Signature]

DATE: 5/1/2019

APPROVED BY THE CITY OF FAYHOPE (PUD):

[Signature]

DATE: 5/1/2019

APPROVED BY THE CITY OF FAYHOPE (PUD):

[Signature]

DATE: 5/1/2019

APPROVED BY THE CITY OF FAYHOPE (PUD):

[Signature]

DATE: 5/1/2019

APPROVED BY THE CITY OF FAYHOPE (PUD):

[Signature]

DATE: 5/1/2019

APPROVED BY THE CITY OF FAYHOPE (PUD):

[Signature]

DATE: 5/1/2019

APPROVED BY THE CITY OF FAYHOPE (PUD):

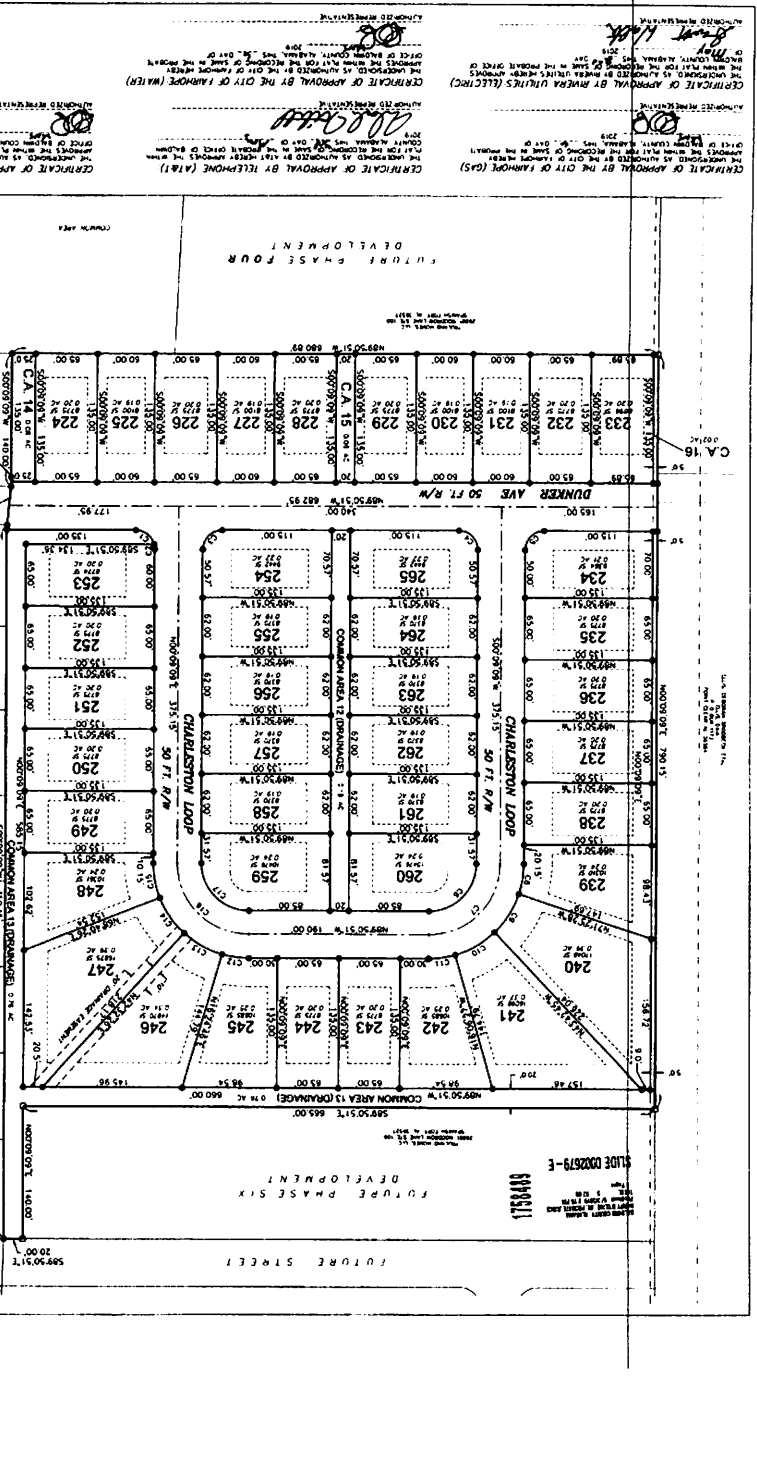
[Signature]

DATE: 5/1/2019

APPROVED BY THE CITY OF FAYHOPE (PUD):

[Signature]

DATE: 5/1/2019



APPROVED BY THE CITY OF FAYHOPE (PUD):

[Signature]

DATE: 5/1/2019

MAINTENANCE BOND

USE BLACK INK ONLY

SURETY'S BOND NUMBER
21BCSIB4674

The "PRINCIPAL" (Name and address of Principal)

Cunningham DeLaney Construction, LLC
12940 Underwood Road
Summerdale, AL 36580

The "SURETY" (Name and Principal Place of Business)

HARTFORD FIRE INSURANCE COMPANY
Hartford Plaza
Hartford, CT 06115

The "CITY"

City of Fairhope, Alabama
555 South Section Street
Fairhope, Alabama 36532

The "PENAL SUM" of this Bond: One Hundred Thirty Nine Thousand Nine Hundred Forty Eight----- and 10 /100 Dollars (\$ 139,948.10-----).

Name and date of the "MAINTENANCE AGREEMENT": Maintenance and Guaranty Agreement dated _____, 20____

The "PROJECT": The Hamlet at Old Battles Village Subdivision

1. WE, THE PRINCIPAL AND THE SURETY, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the City in the Penal Sum stated above for the performance of the Maintenance Agreement, which is incorporated herein by reference. If the Principal performs the Maintenance Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
2. Whenever the Principal fails to perform any term or condition or other obligation of the Maintenance Agreement, the City, acting through any agent of the City, shall have the right to give the Principal and the Surety, at their addresses stated above, a written Notice to Default.

3. The Surety's obligation under this Bond becomes effective after the Surety's receipt of a Notice of Default. Upon the Surety's receipt of a Notice of Default, the Surety shall, at its expense:
 - (a) Immediately take charge of the work required of the Principal by the Maintenance Agreement (the "Work") and be responsible for the safety, security, and protection of the Work, including materials and equipment stored on and off the Project site, and
 - (b) Within fourteen (14) days after the Surety's receipt of the Notice of Default, proceed, or provide the City with written verification that satisfactory positive action is in process to facilitate proceeding promptly, to complete the Work in accordance with the Maintenance Agreement, either with the Surety's resources or through a contract between the Surety and a qualified contractor to whom the City has no reasonable objection.
4. The Surety shall neither require, nor be entitled to, any agreements or conditions other than those of this Bond and the Maintenance Agreement. In taking charge of and completing the Work, the Surety shall assume all rights and obligations of the Principal under the Maintenance Agreement. The presence or possibility of a claim by the Surety against the Principal shall not be just cause for the Surety to fail or refuse to promptly take charge of and complete the Work.
5. Nothing contained in this Bond shall be construed to mean that the Surety shall be liable to the City for an amount exceeding the Penal Sum of this Bond, except in the event that the Surety should be in default under the Bond by failing or refusing to take charge of and complete the Work pursuant to Paragraph 3. If the Surety should fail or refuse to take charge of and complete the Work, the City shall have the authority to take charge of and complete the Work, or have it completed, and the following costs to the City shall be recoverable under this Bond:
 - (a) the cost of completing the Principal's responsibilities under the Maintenance Agreement, including correction of any defective work thereunder;
 - (b) additional design, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to completing the Work;
 - (c) interest on, and the cost of obtaining, funds to necessary to cover the costs of completing the Work; and
 - (d) additional design, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to ascertaining and collecting the City's losses under the Bond.

6. This Bond and the rights and duties of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Alabama without regard to its conflicts of law principles.

SIGNED AND SEALED this 21st day of March, 2019.

ATTEST:

Jimmy Baldwin

PRINCIPAL:

Cunningham DeLaney Construction, LLC

By [Signature]

Mark DeLaney MGR
Name and Title

Countersigned by
Alabama Resident Agent for Surety:

By _____

J. William Goodloe, III
Name
P. O. Box 160927
Mobile, AL 36616
Address

SURETY:

HARTFORD FIRE INSURANCE COMPANY

By J. William Goodloe III

J. William Goodloe, III, Attorney-in-fact
Name and Title

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
 Bond T-4
 One Hartford Plaza
 Hartford, Connecticut 06155
 call: 888-266-3488 or fax: 860-757-5835
 Agency Code: 21 - 250403

KNOW ALL PERSONS BY THESE PRESENTS THAT:

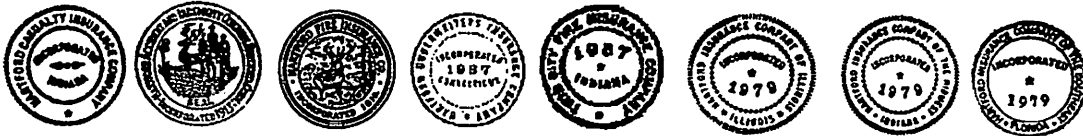
- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited**

Joanna L. Brinson, Elise C. Buschmann, W.E. Cadden, Roland G. Fry, Jr., J William Goodloe III, Nina Jacobs, Gaylord C. Lyon, Jr., O.M. Otts, IV, Erling Riis, III, Charlene C. Stout, Rebecca Ward of MOBILE, Alabama

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

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
 Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 21, 2019
 Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President

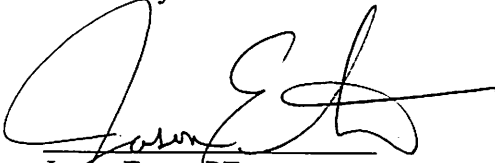
**ENGINEER'S MAINTENANCE BOND ESTIMATE
"EXHIBIT A"
THE HAMLET AT OLD BATTLES VILLAGE**

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
GRADING & DRAINAGE					
100	18" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	46	LF	41.00	1,886.00
101	24" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	855	LF	41.00	35,055.00
102	30" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	156	LF	52.00	8,112.00
103	42" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	195	LF	85.00	16,575.00
104	INLET, TYPE "S", 1-WING	8	EA	3,887.00	31,096.00
105	JUNCTION BOX	1	EA	2,500.00	2,500.00
106	YARD INLET	3	EA	2,700.00	8,100.00
107	SEEDING, FERTILIZING & MULCHING	2.8	AC	2,300.00	6,440.00
108	SOLID SOD	523	SY	4.85	2,536.55
SUB-TOTAL GRADING & DRAINAGE:					
					112,300.55
ROADWAYS					
200	TYPE "A" 2'-0" CONCRETE VALLEY GUTTER	3,766	LF	13.00	48,958.00
201	CONCRETE RIBBON CURB	25	LF	20.00	500.00
202	GRANULAR SAND SUB-BASE, 18" THICK	5,695	SY	6.10	34,739.50
203	SAND CLAY BASE, LOWER, 4" THICK	5,292	SY	2.75	14,553.00
204	SAND CLAY BASE, UPPER, 4" THICK	4,104	SY	3.80	15,595.20
205	PRIME COAT	4,104	SY	1.50	6,156.00
206	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 165#/SY, 424-A	4,104	SY	9.25	37,962.00
207	HANDICAP RAMPS	12	EA	830.00	9,960.00
208	CONCRETE SIDEWALK, 4" THICK, 5' WIDE	100	SY	21.50	2,150.00
SUB-TOTAL ROADWAYS:					
					170,573.70
WATER SYSTEM					
300	8" PVC WATER MAIN	600	LF	17.45	10,470.00
301	6" PVC WATER MAIN	1,089	LF	13.50	14,701.50
302	8" DUCTILE IRON WATER MAIN	18	LF	43.00	774.00
303	8" X6" MJ TEE	2	EA	800.00	1,600.00
304	8" MJ GATE VALVE	2	EA	1,365.00	2,730.00
305	6" MJ GATE VALVE	2	EA	1,025.00	2,050.00
306	6" MJ 45° BEND	4	EA	352.00	1,408.00
307	8" MJ PLUG	1	EA	185.00	185.00
308	WATER SERVICE	43	EA	803.00	34,529.00
309	FIRE HYDRANT ASSEMBLY	4	EA	3,675.00	14,700.00
SUB-TOTAL WATER SYSTEM:					
					83,147.50
SEWER SYSTEM					
400	8" GRAVITY SEWER, 4'-6" DEPTH	752	LF	26.80	20,153.60
401	8" GRAVITY SEWER, 6'-8" DEPTH	786	LF	26.80	21,064.80
402	8" GRAVITY SEWER, 8'-10" DEPTH	129	LF	31.50	4,063.50
403	SEWER MANHOLE, 4'-6" DEPTH	2	EA	3,200.00	6,400.00
404	SEWER MANHOLE, 6'-8" DEPTH	3	EA	3,500.00	10,500.00
405	SEWER MANHOLE, 8'-10" DEPTH	2	EA	4,000.00	8,000.00

406	DROP CONNECTION	1	EA	5,300.00	5,300.00
407	4" SEWER LATERAL	42	EA	595.00	24,990.00
SUB-TOTAL SEWER SYSTEM:					100,471.90
				TOTALS:	466,493.65
ENGINEER'S MAINTENANCE BOND, 2 YR. ESTIMATE:					139,948.10

I certify the above estimate to be true and correct to the best of my knowledge.

Sincerely,
Dewberry



Jason Estes, PE
Project Manager



SEAL

MAINTENANCE AND GUARANTY AGREEMENT

THIS MAINTENANCE AND GUARANTY AGREEMENT (this "Agreement") is made and entered into by and between 68V OBV HAMLET 2018, LLC (the "Sub-divider"), and the City of Fairhope, Alabama (the "City of Fairhope") (the "City") (the Sub-divider, and the City are sometimes hereinafter referred to singularly as a "Party" and collectively as the "Parties").

Recitals:

WHEREAS, the Sub-divider is the 68V OBV HAMLET 2018, LLC of THE HAMLET AT OLD BATTLES VILLAGE (the "Subdivision"), which Subdivision is recorded as Instrument Number _____ in the records of the Office of the Judge of Probate of Baldwin County, Alabama;

WHEREAS, prior to the City agreeing to accept for maintenance those certain items set forth on Exhibit "A" attached hereto (the "Improvements"), the Sub-divider is responsible to maintain the Improvements for a period of two (2) years (the "Maintenance Period") from and after the Effective Date (hereinafter defined).

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Recitals. The above recitals shall be included as part of this Agreement as necessary contingencies and as if fully set forth herein.

2. Maintenance and Guaranty of Improvements. The Sub-divider shall maintain the Improvements during the Maintenance Period and shall keep the Improvements in good and working order, normal wear and tear excepted. The Sub-divider hereby guarantees and warrants the Improvements and the workmanship associated with the construction and installation of the Improvements until the expiration of the Maintenance Period. In the event there is any defect in the Improvements and/or the workmanship associated with the construction and installation of the Improvements (a "Defect") of which the City provides the Sub-divider with notice on or before the date that is thirty (30) days following the expiration of the Maintenance Period or of which the Sub-divider is otherwise aware prior to the expiration of the Maintenance Period, the Sub-divider shall remedy such Defect within ten (10) days of its first obtaining knowledge of such Defect (whether from the City or otherwise); provided, however, that in the event such Defect is not capable of being remedied within said ten-day period, the Sub-divider shall have such time as is reasonably necessary to remedy such Defect, but in no event in excess of thirty (30) days, so long as the Sub-divider has commenced its remedial efforts within such ten-day period and pursues completion of such remedial efforts with due diligence.

3. Financial Guaranty of Performance. As a condition to the City agreeing to enter into this Agreement, the Sub-divider shall provide the City with an acceptable surety/financial guarantee of the payment and performance of its obligations hereunder (the "Guaranty"). The Guaranty shall be provided by a surety and shall be in a form that is acceptable to the City in its

sole and absolute discretion and shall be in an amount of **\$ 139,948.10** . In the event the foregoing condition precedent is not satisfied within thirty (30) days of the Effective Date, the obligation of the City to accept the Improvements for maintenance under Section 4 hereof shall terminate and be of no further force or effect.

4. City to Accept Improvements for Maintenance. Upon performance in full by the Sub-divider of this Agreement and the expiration of the Maintenance Period, the City shall accept maintenance of the Improvements.

5. Failure to Perform. In the event the Sub-divider shall fail in whole or in part to perform any term, covenant or condition of this Agreement or in the event of a Defect (a "Default"), the City may issue a written notice of default to the Sub-divider (a "Notice of Default"). If the Sub-divider has not cured the Default within ten (10) days of its receipt of the Notice of Default, the City shall have the right to take any or all of the following actions:

- (a) complete/remedy any Default, including, without limitation, the right to cure any Defect, at the sole cost and expense of the Sub-divider;
- (b) call on or otherwise exercise its rights under the Guaranty; and/or
- (c) exercise any other right or remedy available to the City at law or in equity, including the right to pursue and obtain specific performance.

In the event the City exercises any of the foregoing rights and expends any funds in connection therewith, the Sub-divider shall reimburse the City for any such expended funds within ten (10) days of demand for such funds by the City. Any funds not so reimbursed by the Sub-divider within said ten (10) day period shall thereafter accrue interest at the rate of twelve percent (12%) per annum.

6. Legal Compliance. The Sub-divider shall, at its own expense, comply with all applicable laws, ordinances, regulations, rules and orders, whether federal, state or local, or any regulation of any governmental body having jurisdiction over the Subdivision or the Sub-divider with respect to the maintenance and repair of the Improvements, regardless of when they become effective. The Sub-divider shall not use, nor permit the use of the Improvements for any purpose in violation of such laws, regulations, rules or orders. The Sub-divider represents and warrants to the City that the Sub-divider is acting with full and legal authority with respect to the Improvements.

7. Indemnification. The Sub-divider shall indemnify, defend and hold harmless the City and its affiliates, elected officials, employees, agents, representatives, contractors, subcontractors, licensees and invitees from and against any and all claims, violations of law, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, arising out of or otherwise related to any approval or activity conducted by, or any act or omission of, the Sub-divider made or taken pursuant to this Agreement.

8. Responsibility For Agents. The Sub-divider shall be responsible for compliance by its engineers, architects, contractors, subcontractors, employees, agents, and representatives (collectively, the "Representatives") with the terms of this Agreement and for all acts or omissions by any or all of the Representatives relating to the obligations of the Sub-divider herein.

9. No Assignment. The Sub-divider shall not have the right to assign this Agreement or any rights or obligations hereunder without the City's prior written consent, which consent may be withheld in the sole and absolute discretion of the City. Any attempted assignment shall be void. No assignment shall relieve the Sub-divider of its liabilities and obligations herein.

10. Agency. It is neither the express nor the implied intent of the Parties to create an agency relationship pursuant to this Agreement; therefore, any actions of the Parties shall not be considered or implied to create such agency.

11. No Waiver. The failure of the City to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

12. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties with respect to the construction of the Improvements and there are no further or prior agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof.

13. No Endorsement. The City in no way whatsoever is deemed to have approved, provided, given, or allowed to be given any authorization, endorsement, approval, or consent of the business practices, actions or behavior of the Sub-divider. This Agreement, and/or the procedures approving the same, is no way to be considered as a substitute for any regulations, procedure or other requirement of the City. It is the sole responsibility of the Sub-divider to comply or to ensure its own compliance with any local, state, or federal law or regulation.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflicts of law principles.

15. Attorney's Fees. In the event the City initiates litigation or any other legal proceeding for purposes of enforcing its rights, duties and obligations hereunder and is the prevailing party in any such litigation or other legal proceeding, the City shall be entitled to the recovery of its attorney's fees in addition to any other remedy provided hereunder.

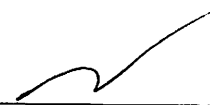
16. Counterparts. This Agreement may be executed in one or more counterparts and by the different parties hereto under separate counterparts, any one of which need not contain the signatures of more than one party, but all of which when taken together shall constitute one and the same instrument notwithstanding that all parties have not signed the same counterpart hereof.

17. Headings. The section headings contained in this Agreement are inserted as a matter of convenience and shall not affect in any way the construction of the terms of this Agreement.

18. Effective Date. As used herein the term "Effective Date" shall mean and refer to the date of execution of this Agreement by the Mayor of the City as set forth below.

IN WITNESS WHEREOF, the Parties, having full authority to do so, have fully executed this Agreement by and through their respective duly authorized representatives as of the last date of execution below.

68V OBV HAMLET 2018, LLC

By:  _____
Name: Nathan L. Cox
As Its: Manager
Date: 4/11/19

THE CITY OF FAIRHOPE, ALABAMA

By: _____

As Its Mayor
Date: _____

ATTEST:

Lisa A. Hanks, City Clerk

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Treasurer is hereby authorized to execute a Payment Aggregator Service Agreement for the City of Fairhope with Open Edge Payments, LLC, as Sole Source Provider for Tyler Technologies, for Credit Card Payments (over counter and MUNIS Citizen Self Service virtual). Open Edge is currently the only solution that can meet Tyler's comprehensive requirements for a fully integrated and highly secure Credit Card Processing System.

DULY ADOPTED THIS 28TH DAY OF MAY, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk



Module: Accounts Receivable

Topic: Recurring Credit Card Payments for CSS

Citizen Self Service / Process Automatic Payments

Munis Version 11.3.2.0

Objective

This document provides an overview of the setup and procedures for enabling and processing recurring, automatic credit card payments for Munis and Citizen Self Service.

Overview

This enhancement introduces two new processes now available for Munis v11.3.2 and 2017.1.3 and above, allowing for recurring credit card payments to be processed from Munis similar to existing Electronic Funds Transfer functionality.

For Citizen Self Service, citizens are now able to enroll for recurring automatic credit card payments for their accounts. Once their subscription has been activated, future payments may be processed automatically from Munis for enrolled customers as new bills become due. Payments generated from Munis are redirected to the BridgePay or OpenEdge payment services enabled in Citizen Self Service for each bill category using secure gateway tokens, and updated in Munis upon approval for further processing via the Web Payments Import process.

Prerequisites

- Munis v11.3 SP2 or 2017.1 SP2 or higher
- Citizen Self Service with BridgePay and/or OpenEdge payment gateways for Credit Card processing
- CSS Administrative access
- Access to Munis AR Settings
- Access to AR Customers

MSS Host Configuration - Payment Services

MSS Host Configuration → Payment Services

Within MSS Host Configuration, the OpenEdge and BridgePay payment service configuration pages each include an Automatic Payments URL setting. This URL is used to silently redirect payments submitted from Munis directly to the payment service assigned to the associated bill category.

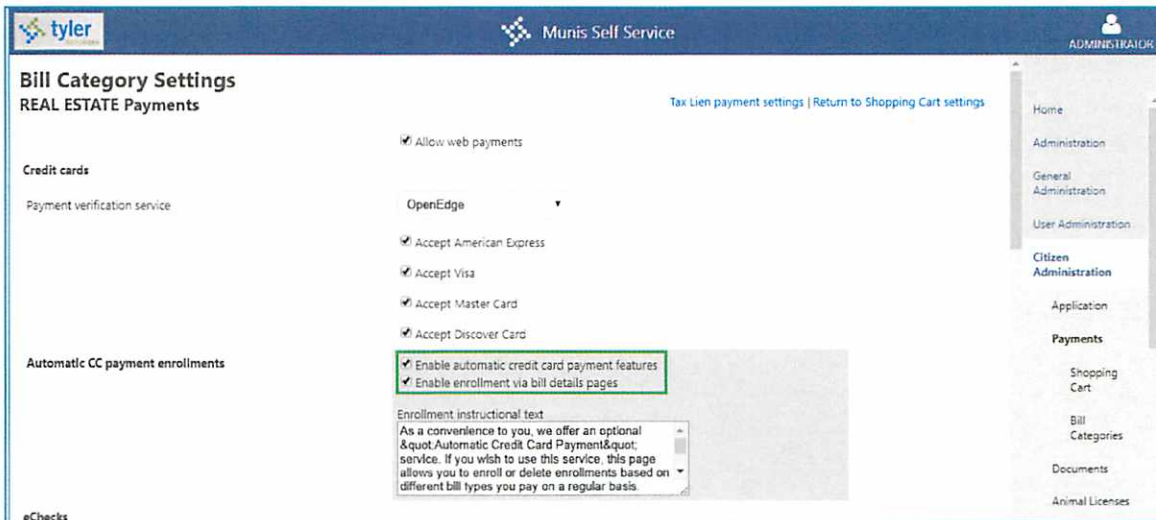
CSS Administration – Bill Category Payment Settings

Administration → Payment Settings → Bill Category Settings

Automatic Payments are enabled on a category-by-category basis within CSS. Citizens are only able to enroll for automatic payments via CSS from the Bill Detail pages or during the process of submitting a credit card payment for a given bill category, and will only have the option to enroll if the bill category has been enabled for automatic payments. At this time, Shopping Cart functionality is not supported for this functionality.

Within CSS Administration → Bill Category Payment Settings, two new checkboxes and site-configurable instructional text are now available for each bill category:

- **Enable automatic credit card payment features** – Enables automatic credit card functionality for this bill category, allowing citizens to enroll when processing payments for their account.
- **Enable enrollment via bill detail** – Allows citizen to enroll for automatic payments from the Bill Details screen, in addition to enrollment options in the actual payment process.
- **Enrollment instructional text** – Presented on screen when processing payments or enrolling for recurring credit card payments. Site configurable.



Recurring Credit Cards

Munis – AR Settings

Munis → Property Revenues → Accounts Receivable → Setup → AR Settings

On the Payments tab in AR Settings, a new field is available to specify an 'Automatic Payment URL'. This URL is used to submit automatic payments to CSS, which are then silently redirected to each bill category's active payment gateway. The gateway will receive the payment information along with the secure gateway token assigned to the account, and upon approval will update pending web payment records in Munis for processing.

The screenshot shows the 'Accounts Receivable Settings - Munis' interface. The 'Payments' tab is selected. The 'Automatic Payment Options' section is highlighted with a green box, showing the 'Automatic Payment URL' field.

The Automatic Payment URL is the root CSS URL + "/citizens/payments/AutomaticPaymentSubmission.ashx", for instance <https://www.clientserver.com/SelfService/live/citizens/payments/AutomaticPaymentSubmission.ashx>.

CSS – Enrolling for Automatic Payments

For Bill Categories enabled for Automatic Payments, citizens will be prompted with the option to enroll during the process of submitting a payment by credit card.

The screenshot shows the 'Automatic Credit Card Payments' enrollment page in the 'Munis Self Service' portal. The page title is 'Automatic Credit Card Payments' and the subtitle is 'Manage your enrollments in the automatic credit card payment system (optional)'. The page contains a table with the following data:

Bill Category	Account ID	Status	
UB Services - General	100008	Not enrolled in automatic payments.	enroll

At the bottom of the page, there are 'Continue' and 'Cancel' buttons.

For Bill Categories with the additional option to enroll from the Bill Detail screen, citizens will also have the option to enroll outside of the payment process.

Utility Billing
Bill Detail [Account Summary](#) | [Manage Bills](#)

Bill number 20142

As of: 07/17/2017
 Bill Date: 2/28/2000
 Pay By: 8/17/2017

Automatic Payments: Not enrolled in automatic payments. [details](#)

[Payments and adjustments](#)

Description of Charge	UOM	Current Reading	Previous Reading	Usage	Billed Usage	Billed	Payments and Adjustments	Due
WATER RESIDENTIAL		21564	18060	3504	0	\$26.71	\$0.00	\$26.71
SEWER RESEDENTIAL	GALLONS	0	0	0	0	\$15.75	\$0.00	\$15.75
TRASH		0	0	0	0	\$25.00	\$0.00	\$25.00
SUBTOTAL						\$67.46	\$0.00	\$67.46
INTEREST DUE								\$0.00
TOTAL DUE								\$67.46

Utility Billing
Bill Detail [Account Summary](#) | [Manage Bills](#)

Bill number 20142

As of: 07/17/2017
 Bill Date: 2/28/2000
 Pay By: 8/17/2017
 Automatic Payments: Not enrolled in automatic payments. [details](#)

As a convenience to you, we offer an optional "Automatic Credit Card Payment" service. If you wish to use this service, this page allows you to enroll or delete enrollments based on different bill types you pay on a regular basis. Enrollment status can either be Pending or Fully Enrolled. If pending, then you will still be required to make payments manually until full enrollment is achieved.

Automatic Credit Card Payment Settings

Customer/Owner: ANDREWS, SUSAN

Payment method: Credit Card

Bill type: UB Services - General

Enrollment status: Not enrolled in automatic payments.

Description of Charge	UOM	Current Reading	Previous Reading	Usage	Billed Usage	Billed	Payments and Adjustments	Due
WATER RESIDENTIAL		21564	18060	3504	0	\$26.71	\$0.00	\$26.71
SEWER RESEDENTIAL	GALLONS	0	0	0	0	\$15.75	\$0.00	\$15.75
TRASH		0	0	0	0	\$25.00	\$0.00	\$25.00

Once enrolled, the citizen's account will be updated in Munis with a pending enrollment, activated automatically upon submission of their next successful credit card payment from CSS for the associated account.

tyler
 Munis Self Service

Utility Billing

Bill Detail [Account Summary](#) | [Manage Bills](#)

Bill number 20142

As of	07/17/2017
Bill Date	2/28/2000
Pay By	8/17/2017

Automatic Payments Enrollment pending completion of a manual payment [details](#)

If a pending or active enrollment is in place, citizens may choose to opt out at any time from either of these two pages.

tyler
 Munis Self Service

Automatic Credit Card Payments

Manage your enrollments in the automatic credit card payment system (optional)

As a convenience to you, we offer an optional "Automatic Credit Card Payment" service. If you wish to use this service, this page allows you to enroll or delete enrollments based on different bill types you pay on a regular basis. Enrollment status can either be Pending or Fully Enrolled. If pending, then you will still be required to make payments manually until full enrollment is achieved.

Current enrollments

Bill Category	Account ID	Status	
UB Services - General	100008	Enrollment pending completion of a manual payment	delete

Upon successful payment, their enrollment will be activated in Munis. The payment gateway will provide a secure token which is assigned to the account, Customer ID, and billing category.

Automatic payments will only be able to be processed for the bills assigned the account/CID/category combination associated with the token provided by the payment gateway.

tyler
 Munis Self Service

Utility Billing

Bill Detail [Account Summary](#) | [Manage Bills](#)

Bill number 20152

As of	07/17/2017
Bill Date	9/1/2000
Pay By	9/16/2000

Automatic Payments Actively enrolled in automatic payments [details](#)

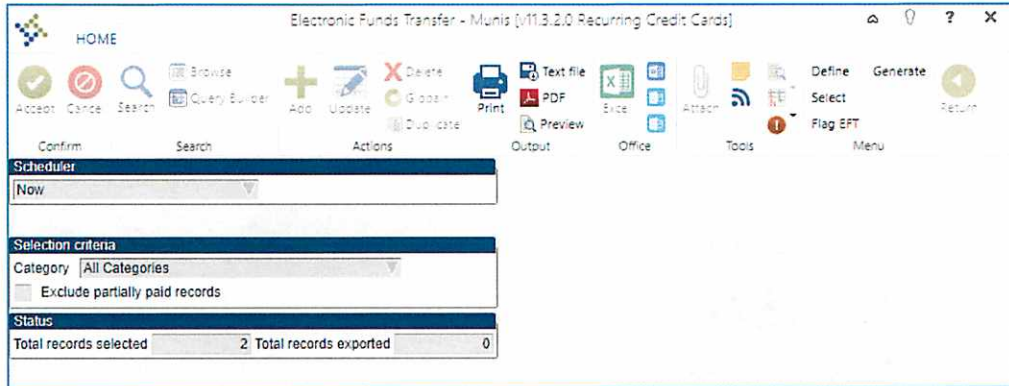
In Munis, subscriptions can be viewed from the Customer Record under the Automatic Payments sub-screen. These records cannot be manually updated. Authorized users may delete a Customer's subscription, or citizens may delete the subscription at any time via CSS.

Category	60
Account identifier	100008
Payment Method Information	
Gateway	s[0]c[1]
Card type	Mastercard
Expiration date	12/01/2018
Card number	4111

AR - Process Automatic Payments

Munis → Property Revenues → Payment Processing → Process Automatic Payments

The Automatic Payments program functions similarly to the existing EFT process, allowing recently generated bills to be selected for customers with active automatic payment enrollments. Users may specify an AR Category or opt to select all, and may optionally exclude bills with existing payment activity.



The 'Flag EFT' option allows the user to exclude any records selected if necessary, prior to generating payments.

Once generated, pending receipts are created for processing via Web Payment Imports, and the transactions are passed to Citizen Self Service via web services, redirected to the assigned payment gateways with the account identifier, gateway token, and payment information.

Upon approval, the gateway will update the pending receipts just like with existing CSS payment functionality, and Web Payment Imports can be run to create the payments batch for posting to the Munis General Ledger.

munis a tyler erp solution			
07/17/2017 16:43 brian.ferry		v11.3.2.0 Recurring Credit Cards EFT BANK LIST	
Bank: Mas -		P 1 argenft	
CUSTOMER NAME	BANK ACCOUNT	EFT TYPE	EFT AMOUNT
ANDREWS, SUSAN	xxxxxxxxxxxx4111	Credit Card	25.00
BANK TOTALS:			
PRENOTE - CK -	0		
CHECKING -	0	.00	
PRENOTE - SV -	0		
SAVINGS -	0	.00	
CREDIT CARD -	1	25.00	
TOTAL AMOUNT -			25.00
DONOVAN, LAURIE-----X xxxxxxxxxxxx0010 Credit Card 66.89			
BANK TOTALS:			
PRENOTE - CK -	0		
CHECKING -	0	.00	
PRENOTE - SV -	0		
SAVINGS -	0	.00	
CREDIT CARD -	1	66.89	
TOTAL AMOUNT -			66.89
FINAL TOTALS:			
PRENOTE - CK -	0		
CHECKING -	0	.00	
PRENOTE - SV -	0		
SAVINGS -	0	.00	
CREDIT CARD -	2	91.89	
TOTAL AMOUNT -			91.89
** END OF REPORT - Generated by Brian Ferry **			

Both the Process Automatic Payments and the Web Payment Imports programs are Scheduler-enabled, allowing automatic credit card payments to be generated for recently created bills, transmitted to the payment gateway, and imported into a Munis payment batch on a nightly or weekly basis, ready for posting to the General Ledger.

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 Safe Span, LLC to provide Professional Bridge Inspection Services for Bridge Inspections for RFQ No. PS014-20; with a not-to-exceed amount of \$9,600.00.

DULY ADOPTED THIS 29TH DAY OF MAY, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 5/15/2020

Please return this Rolling Sheet to Treasurer by: ASAP

Bridge

ZMF

Project Name: Procurement of Professional Services RFQ PS014-20 Bi-Annual required Budget Inspection Services 2020

Project Location: Citywide

Presented to City Council: 5/28/2020

Funding Request Sponsor: Richard Johnson, Public Works Director
Arthur Bosarge, Assistant Public Works Director

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 9,600.00

Vendor: Safe Span, LLC

Project Engineer: n/a

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

Department Funding This Project

<input checked="" type="checkbox"/> General	<input type="checkbox"/> Gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Water	<input type="checkbox"/> Sewer	<input type="checkbox"/> Gas Tax	<input type="checkbox"/> Cap Prodi	<input type="checkbox"/> Impact	<input type="checkbox"/> Health
Department of General Fund Providing the Funding								
Admin-10 <input type="checkbox"/>	Bldg-13 <input type="checkbox"/>	Police-15 <input type="checkbox"/>	Fire-20 <input type="checkbox"/>	ECD-24 <input type="checkbox"/>	Rec-25 <input type="checkbox"/>	Civic-26 <input type="checkbox"/>	<input checked="" type="checkbox"/> Street-35	Sanitation-40 <input type="checkbox"/>
Fac Maint-45 <input type="checkbox"/>	Golf-50 <input type="checkbox"/>	Golf Grounds-55 <input type="checkbox"/>	Museum-70 <input type="checkbox"/>		Debt Service-85 <input type="checkbox"/>			

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 001350-50290
G/L Acct Name: Professional Services

Grant: _____ Federal - not to exceed amount
_____ State
_____ City
\$0.00 Local

Project Budgeted: \$ 9,600.00
Balance Sheet Item-
Included in projected
cash flow \$0.00

Over (Under) budget amount: \$ _____

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

Comments:

The inspection cycle for bridge inspections is 24 months. The 2020 specifications for five (5) in-service bridges \$7,800.00 and additional structure, the in-service bridge on Booth Road over drainage \$1,800.00. The 2020 Bridge inspections will be performed for an amount not to exceed \$9,600.00

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 5/14/2020

Purchasing Memo Date: 5/14/2020

Delivered To Date: 5/15/2020

Request Approved Date: 5/15/2020

Request Approved Date: 5/15/2020

Approved Date: 5/18/20

Signatures: *Kim Creech*
Kim Creech

Jill Cabaniss
Jill Cabaniss, MBA

Mayor Karri Wilson
Mayor Karri Wilson



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

Kimberly Creech
Treasurer

To: Kimberly Creech, Treasurer
From: Delores A Brandt
Delores A Brandt, Purchasing Manager

Date: May 14, 2020

Re: **RFQ No. PS014-20 Bi-Annual Required Bridge Inspection Services 2020**

The City needs to hire a professional firm to perform bridge inspection program compliance reviews with NBIS standards **in July 2020**.

RFQ No. PS014-20 Bi-Annual Required Bridge Inspection Services

Per our Procedure for Procuring Professional Services, under Variants to Procedure, Mayor Wilson exercised option #1, choosing **Safe Span LLC**, of Silverhill, AL for the **2018 inspections**. City Council approved the referenced firm, and the company was issued a PO for the work performed. **The inspection cycle for bridge inspections is 24 months.** Attached are the 2020 specifications for **five (5) In-Service Bridges** (see attached quote) quoted as SEVEN THOUSAND EIGHT HUNDRED DOLLARS (\$7,800.00), and an additional structure, the **In-Service bridge on Booth Road over drainage**, for ONE THOUSAND EIGHT HUNDRED DOLLARS (\$1,800.00). These 2020 Bridge Inspections will be performed for an amount not to exceed **NINE THOUSAND SIX HUNDRED DOLLARS (\$9600.00)**

Please move this procurement of professional required bridge inspection services forward to the City Council to approve the fee, and authorize Mayor Wilson to execute the contract PO for RFQ PS014-20 Bi-Annual Required Bridge Inspection Services 2020 in the not to exceed amount of \$9,600.00 lump sum for the current 24 month cycle--2020-2022

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

Cc: file, R Johnson, Arthur Bosarge

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

FW: 2020 Bridge Inspections

From: Dee Dee Brandt (deedee.brandt@fairhopeal.gov)

To: dabrandt@att.net

Date: Thursday, May 14, 2020, 08:20 AM CDT

Dee Dee Brandt

Purchasing Manager

deedee.brandt@fairhopeal.gov

251 928-8003

From: Richard Johnson <richard.johnson@fairhopeal.gov>

Sent: Wednesday, May 13, 2020 9:51 AM

To: Dee Dee Brandt <deedee.brandt@fairhopeal.gov>; Jennifer Bush <jennifer.bush@fairhopeal.gov>; Kimberly Creech <kim.creech@fairhopeal.gov>

Cc: Mayor Karin Wilson <karin.wilson@fairhopeal.gov>; Arthur Bosarge <Arthur.Bosarge@fairhopeal.gov>; George Ladd <George.ladd@fairhopeal.gov>; Lisa A. Hanks, MMC <Lisa.Hanks@fairhopeal.gov>

Subject: FW: 2020 Bridge Inspections

DDB and JB:

Bridge Inspections are up for July 2020 – total appropriation is \$9600.00 – we are required to add the structure in this cycle from Boothe Road – we were able to avoid it two years ago. The GL is Streets: 001350 50290 Professional Services. Can you prepare it for the 05-28-2020 Council Agenda?

The vendor will be submitting updated insurance and business license.

Thanks,

RDJ

Richard D. Johnson, PE

Public Works Director

richard.johnson@fairhopeal.gov

Office: 251-929-0360

Cell: 251-423-7418

From: michaelsharp safespanllc.com <michaelsharp@safespanllc.com>
Sent: Wednesday, May 6, 2020 3:43 PM
To: Richard Johnson <richard.johnson@fairhopeal.gov>
Cc: ppeterson safespanllc.com <ppeterson@safespanllc.com>
Subject: Re: 2020 Bridge Inspections

Attachments included this time.! Call us if you need anything.

Thank you,

Michael W. Sharp, C.B.I.

Safe Span L.L.C.

P.O. Box 95

Silverhill Al, 36576

251.945.6228

michaelsharp@safespanllc.com

From: michaelsharp safespanllc.com
Sent: Wednesday, May 6, 2020 1:57 PM
To: Richard Johnson <richard.johnson@fairhopeal.gov>
Cc: ppeterson safespanllc.com <ppeterson@safespanllc.com>
Subject: 2020 Bridge Inspections

Richard,

I hope you, your family and staff are staying safe. I am emailing these 2 proposals because of the virus situation. Let us know if you prefer an original and we will be happy to mail it to you? This inspection is due in July so just let us know if and when it's approved and we will get it done. Please note that there is a proposal for the new structure on Boothe Rd separately. We will have to apply for a BIN and gather some other documents prior to the new inspection on Boothe Rd. if approved. Please don't hesitate to contact us with any question. Please stay safe and virus free.

Thank you,

Michael W. Sharp, C.B.I.

Safe Span L.L.C.

P.O. Box 95

Silverhill Al, 36576

251.945.6228

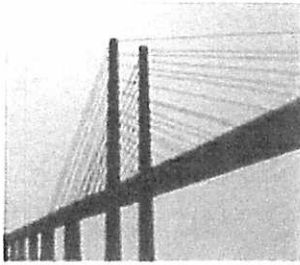
michaelsharp@safespanllc.com



2020 Bridge Inspection Proposal.pdf
443.6kB



New Boothe Rd. Bridge Inspection Proposal.pdf
437.3kB



SAFE SPAN, L.L.C.

BRIDGE INSPECTION SERVICE

P.O. Box 95

SILVERHILL, ALABAMA 36576

TELEPHONE: (251) 945-6228

OR (850) 418-0457

SAFESPANLLC.COM

Michael W. Sharp, C.B.I.

Pete Peterson, C.B.I.

May 6, 2020

Mayor Wilson
City of Fairhope
P.O. Box 429
Fairhope, Alabama 36533

ATT: Mr. Richard D. Johnson, P.E.

Subject: **Proposal for Safety Inspection(s) of In-service Bridge(s)**
BIN's 019810, 019811, 019955, 020653 and 021162
City of Fairhope, Alabama

Dear Sir,

Safe Span, L.L.C. appreciates the opportunity to submit this proposal for the Routine safety inspection of (5) bridge(s) in the City of Fairhope. This proposal will address the services to be provided by Safe Span, L.L.C. and the proposed fee to accomplish the required task(s). These inspections are due in July 2020 to stay in compliance with NBIS standards.

Scope of Work

The scope of work to be performed by Safe Span, L.L.C. consists of the complete start to finish safety inspection(s) of all/part of the bridges in the inventory of Fairhope, Alabama.

1. Complete "hands-on" AASHTO Element Level and NBI Inspection performed by NBI and ALDOT certified personnel
2. AASHTO Element Level inspection, Quantification forms and data entry (new FHWA and ALDOT requirement)
3. Underwater inspections (as-needed) by NBI and ALDOT certified divers
4. Complete photographic file of each structure
5. Executive Summary of each structure

Client Responsibilities

1. Authorize Safe Span, L.L.C. to proceed by issuance of a Purchase Order for the project
2. Review submittals from Safe Span, L.L.C. and offer comments in a timely fashion
3. Provide prior inspections reports or access to such as needed
4. Notify this office if the City of Fairhope would like to change or revise the Scope of Services

Compensation

Safe Span, L.L.C. will provide the inspection services for the LUMP SUM fee of \$7,800.00.

***** This Quote is valid for 90 days *****

In addition to the Scope of Work above, this fee includes (during this (24) month cycle):

1. Completion of any ALDOT Compliance Review Questionnaire as needed.
2. Correction of any Edit Errors to the Bridge Management System (BrM) as needed.
3. Representation during any Compliance Review with ALDOT and FHWA officials.
4. Provision of Federally Required Structure Lists at the beginning of each year.
5. Provision of any proposals for future budget considerations.

Anything outside this Scope of Work would be billed as needed.

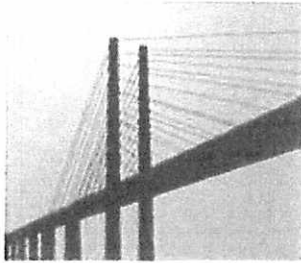
Work will begin when Safe Span, L.L.C. receives the written Authorization to Proceed from the City of Fairhope. Completion will be in accordance with the schedule set forth in the Agreement for the Safety Inspection(s) of In-service Bridge(s). If we may be of service to provide clarification for this proposal, please contact us at 251.945.6228 or 850.418.0457.

Sincerely,



Michael Sharp-CBI
michaelsharp@safespanllc.com

cc: Pete Peterson, CBI



SAFE SPAN, L.L.C.

BRIDGE INSPECTION SERVICE

P.O. Box 95

SILVERHILL, ALABAMA 36576

TELEPHONE: (251) 945-6228

OR (850) 418-0457

SAFESPANLLC.COM

Michael W. Sharp, C.B.I.

Pete Peterson, C.B.I.

May 6, 2020

Mayor Wilson
City of Fairhope
P.O. Box 429
Fairhope, Alabama 36533

ATT: Mr. Richard D. Johnson, P.E.

Subject: **Proposal for Safety Inspection(s) of In-service Bridge(s)
BIN ????? Boothe Road over Drainage
City of Fairhope, Alabama**

Dear Sir,

Safe Span, L.L.C. appreciates the opportunity to submit this proposal for the Routine safety inspection of (1) bridge(s) in the City of Fairhope. This proposal will address the services to be provided by Safe Span, L.L.C. and the proposed fee to accomplish the required task(s).

Scope of Work

The scope of work to be performed by Safe Span, L.L.C. consists of the complete start to finish safety inspection(s) of all/part of the bridges in the inventory of Fairhope, Alabama.

1. Complete "hands-on" AASHTO Element Level and NBI Inspection performed by NBI and ALDOT certified personnel
2. AASHTO Element Level inspection, Quantification forms and data entry (new FHWA and ALDOT requirement)
3. Set up new filing system and apply for new BIN
4. Underwater inspections (as-needed) by NBI and ALDOT certified divers
5. Complete photographic file of each structure
6. Executive Summary of each structure

Client Responsibilities

1. Authorize Safe Span, L.L.C. to proceed by issuance of a Purchase Order for the project
2. Review submittals from Safe Span, L.L.C. and offer comments in a timely fashion
3. Provide prior inspections reports or access to such as needed
4. Notify this office if the City of Fairhope would like to change or revise the Scope of Services

Compensation

Safe Span, L.L.C. will provide the inspection services for the LUMP SUM fee of \$1,800.00.

***** This Quote is valid for 90 days *****

In addition to the Scope of Work above, this fee includes (during this (24) month cycle):

1. Completion of any ALDOT Compliance Review Questionnaire as needed.
2. Correction of any Edit Errors to the Bridge Management System (BrM) as needed.
3. Representation during any Compliance Review with ALDOT and FHWA officials.
4. Provision of Federally Required Structure Lists at the beginning of each year.
5. Provision of any proposals for future budget considerations.

Anything outside this Scope of Work would be billed as needed.

Work will begin when Safe Span, L.L.C. receives the written Authorization to Proceed from the City of Fairhope. Completion will be in accordance with the schedule set forth in the Agreement for the Safety Inspection(s) of In-service Bridge(s). If we may be of service to provide clarification for this proposal, please contact us at 251.945.6228 or 850.418.0457.

Sincerely,

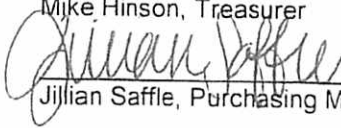


Michael Sharp-CBI
michaelsharp@safespanllc.com

cc: Pete Peterson, CBI



MEMO

To: Mike Hinson, Treasurer
From: 
Jillian Saffle, Purchasing Manager

Date: May 16, 2017

Re: **RFQ No. PS017-18 Professional Bridge Inspection Services**

The City needs to hire a professional firm to perform bridge inspection program compliance reviews with NBIS standards **by July 11, 2018:**

RFQ No. PS017-18 Professional Bridge Inspection Services

Per our Procedure for Procuring Professional Services, under Variants to Procedure, Mayor Wilson exercised option #1, choosing **Safe Span LLC**, of Silverhill, AL. At their May 15, 2018 meeting, City Council approved the referenced firm, and authorized the Mayor to negotiate a fee schedule. The inspection cycle for bridge inspections is 24 months.

Please move this procurement of professional services forward to the City Council to approve the fee schedule, and authorize Mayor Wilson to execute the contract for RFQ No. PS017-18 Professional Bridge Inspection Services in amount of \$7,500.00 lump sum for this 24 month cycle

Cc: file

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36553

251-928-2156

251-928-6776 Fax

www.fairhopeal.gov

Fairhope is a great place to live!

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 Number 006-19, Debris Removal Monitoring Services--2019, with True North Emergency Management, LLC for an additional one year, as per the terms and conditions of the original contract in the event that we have a disaster requiring this service.

Adopted on this 28th day of May, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 5/15/2020

Please return this Routing Sheet to Treasurer by: ASAP

MAY 19 2020 10:25

JRH

Project Name: **Award Extension #1 to True North Management Services, LLC for Bid 006-19 Disaster Debris Monitoring Services 2019**

Project Location: Citywide

Presented to City Council: 5/28/2020

Funding Request Sponsor: Richard Johnson, Public Works Director
John Saraceno

Resolution # :
Approved _____

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ _____ - To be determined at the time of disaster

Vendor: Ture North Management Services, LLC

Project Engineer: n/a

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

Department Funding This Project

General <input type="checkbox"/>	Gas <input type="checkbox"/>	Electric <input type="checkbox"/>	Water <input type="checkbox"/>	Sewer <input type="checkbox"/>	Gas Tax <input type="checkbox"/>	Cap Prodi <input type="checkbox"/>	Impact <input type="checkbox"/>	Health <input type="checkbox"/>
Department of General Fund Providing the Funding								
Admin-10 <input type="checkbox"/>	Bldg-13 <input type="checkbox"/>	Police-15 <input type="checkbox"/>	Fire-20 <input type="checkbox"/>	ECD-24 <input type="checkbox"/>	Rec-25 <input type="checkbox"/>	Civic-26 <input type="checkbox"/>	Street-35 <input checked="" type="checkbox"/>	Sanitation-40 <input type="checkbox"/>
Fac Maint-45 <input type="checkbox"/>	Golf-50 <input type="checkbox"/>	Golf Grounds-55 <input type="checkbox"/>	Museum-70 <input type="checkbox"/>		Debt Service-85 <input type="checkbox"/>			

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Expense Code: To be determined
G/L Acct Name: Disaster Cost

Project Budgeted: \$ _____ -
Balance Sheet Item-
Included in projected
cash flow \$0.00

Over (Under) budget amount: \$ _____ -

Comments:

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Grant: _____ Federal - not to exceed amount
_____ State
_____ City
\$0.00 Local

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 5/8/2020

Purchasing Memo Date: 5/8/2020

Delivered To Date: 5/15/2020

Request Approved Date: 5/15/2020

Request Approved Date: 5/15/2020

Approved Date: 5/15/20

Signatures: Kim Creech
Kim Creech

Jill Cabaniss
Jill Cabaniss, MBA

Mayor Karin Wilson
Mayor Karin Wilson



MEMO

Karin Wilson
Mayor

Council Members:

Kevin G. Boone
Robert A. Brown
Jack Burrell, ACOMO
Jimmy Conyers
Jay Robinson

To: Kimberly Creech, Treasurer

From: 
Delores A Brandt, Purchasing Manager

Lisa A. Hanks, MMC
City Clerk

Date: May 8, 2020

Re: Kimberly Creech
City Treasurer

Re: **Council Approval to award Extension #1 to True North Management Services, LLC for Bid 006-19 Disaster Debris Monitoring Services 2019**

The Public Works Dept has requested Extension #1 of Bid 006-19 **Disaster Debris Monitoring Services 2019** for one additional year. The original Contract allows two such extensions. If approved, all existing terms and conditions, including pricing, will remain the same as the original contract.

Extension #1 will be with the awarded vendor, True North Management Services, LLC of Arlington, TX with offices in Mobile, AL. The vendor agrees with the extension (see attached).

Please place on the next available City Council agenda this request to approve Extension #1 for Bid 006-19 Disaster Debris Monitoring Services 2019 and authorize the Mayor to execute the contract extension with True North Management Services, LLC.

Cc: file, R Johnson, John Saraceno

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

251-928-2136 (p)
251-928-6776 (f)
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From: [John Saraceno](#)
To: [Dee Dee Brandt](#); [Jennifer Bush](#); [Richard Johnson](#)
Subject: Fwd: Extension Request: Contract for Bid No. 006-19 -- Disaster Debris Removal Monitoring Services 2019
Date: Thursday, March 12, 2020 2:27:25 PM

See the formal request for extending the debris monitoring contract.

Thanks,
John

Get [Outlook for iOS](#)

From: Derrick Tucker <derrick.tucker@neel-schaffer.com>
Sent: Thursday, March 12, 2020 2:09:00 PM
To: John Saraceno <John.Saraceno@fairhopeal.gov>
Cc: Richard Sosebee <rsosebee@truenorthern.com>; Dade Duke <dduke@truenorthern.com>
Subject: Extension Request: Contract for Bid No. 006-19 -- Disaster Debris Removal Monitoring Services 2019

Good afternoon, Mr. Saraceno.

True North Emergency Management is formally requesting the contract for Bid No. 006-19, Disaster Debris Removal Monitoring Services 2019, be extended in accordance with the contract terms and conditions.

Furthermore, True North Emergency Management agrees to the terms and conditions as documented within the aforementioned contract.

Please let us know if you have any questions or concerns as well as other steps which may be needed on our part to fulfill/execute the contract extension.

Thank you.

Respectfully,

*Derrick P. Tucker, P.E.
True North Emergency Management / Neel-Schaffer, Inc.
2501 Avenue J, Suite 120
Arlington, TX 76006
Cell: 601.506.3298
Office: 817.548.0696
Fax: 817.265.8532
www.neel-schaffer.com*

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City of Fairhope

Extension No. 1 of Contract
for
Bid 006-19 Disaster Debris Monitoring Services 2019

This EXTENSION NO.1 OF CONTRACT ("Extension") is made this ___ day of ___, 20___, for the purpose of extending the contract known as Bid 006-19 Disaster Debris Monitoring Services 2019 dated, June 26, 2019, ("Original Contract") between the City of Fairhope and True North Emergency Services, LLC (the "Parties").

- 1. The Original Contract, hereto as a part of this Extension #1, is described below: Bid 006-19 Disaster Debris Monitoring Services 2019 and will end on June 26, 2020.
2. The Parties agree to extend the Original Contract for an additional period, with Extension #1, which will begin immediately upon the expiration of the original time period, and will end on June 26, 2021
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 ___, 20___

Notary Public _____

My Commission Expires: _____

If Corporation, Partnership, or Joint Venture

Name of Corporation, Partnership, or Joint Venture

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

(Business Mailing Address)

(Business Mailing Address)

(City, State, Zip Code) Phone

(General Contractor's License Number) Foreign Corporation Entity ID
(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, as follows:

[1] That the City of Fairhope did request, receive, and open bids for Church Street Utility and Drainage Improvements for the Utilities and Public Works Departments (Bid Number 010-20) for the City of Fairhope.

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

Please see attached Bid Tabulation for
Church Street Utility and Drainage Improvements
for the Utilities and Public Works Departments

[3] After evaluating the bid proposals with the required bid specifications, Asphalt Service, Inc., with a total bid proposal of \$5,198,799.70, is now awarded the bid for Church Street Utility and Drainage Improvements for the Utilities and Public Works Departments.

Adopted on this 28th day of May, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 3/12/2020

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award Bid No. 10-20 Church Street Utility and Drainage Improvements for the Utilities Departments and Public Works Departments

MAR 16 '20 PM 4:09

JAH

Project Location: Church Street

Presented to City Council: ~~3/23/2020~~ 5-28-2020

Resolution # :
Approved _____
Changed _____
Rejected _____

Funding Request Sponsor: Mike Allison, Director of Operations
Jay Whitman, Water and Sewer Superintendent
Richard Johnson, Public Works Director

Project Cash Requirement Requested:
Cost: \$ 5,198,799.70

\$ _____

Vendor: Asphalt Service, Inc.

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

Department Funding This Project

General Gas Electric Water Sewer Gas Tax Cap Prodi Impact

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Sanitation-40
Fac Maint-45 Golf-50 Golf Grounds-55 Museum-70 Debt Service-85

Project will be:

Funding Source:

Expensed _____
Capitalized XXX
Inventoried _____

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: XXX-16075
G/L Acct Name: Utility Five Year Improvements

Grant: _____ Federal - not to exceed amount
_____ State

Project Budgeted: \$ 741,288.18 Municipal Capital Improvement Fd Current and FY2021
450,000.00 Impact Fees FY2020 and FY2021
3,550,000.00 Water, Sewer, & Gas Budget

_____ City

Balance Sheet Item-
Included in projected
cash flow \$0.00

Over (Under) budget amount: \$ 457,511.52 (Utilities budget in FY2021)

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

Comments: See attached allocation of projects. Also, attached 5 year Capital Spending Plan and 5 year projection.

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? No

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 2/3/2020

Purchasing Memo Date: 2/3/2020

Delivered To Date: 3/12/2020

Request Approved Date: 3/12/2020

Request Approved Date: 3/12/2020

Approved Date: 3/20/20

Signatures: Kim Creech
Kim Creech

Jill Cabaniss
Jill Cabaniss, MBA

Mayor Karin Wilson
Mayor Karin Wilson

CHURCH STREET UTILITY/DRAINAGE IMPROVEMENT ALLOCATION

UTILITY	COST FROM BID	ASSOCIATED ROAD		TOTAL ALLOCATION
			COSTS	
SEWER	\$ 1,345,058.00	\$	901,055.23	\$ 2,246,113.23
WATER	\$ 518,841.35	\$	347,572.16	\$ 866,413.51
GAS	\$ 559,125.95	\$	374,558.84	\$ 933,684.79
STORM	\$ 798,131.95	\$	180,354.03	\$ 978,485.98
SIDE WALKS	\$ 174,102.20	\$	-	\$ 174,102.20
ROADWAY / ALL SITES	\$ 1,803,540.25			
TELECOM	\$ 38,700.00			\$ 38,700.00
TOTAL	\$ 5,237,499.70			\$ 5,237,499.70



MEMO

Karin Wilson
Mayor

To: Kimberly Creech, Treasurer
From: Delores A Brandt
Delores A Brandt, Purchasing Manager

ouncil Members:
Kevin G. Boone
Robert A. Brown
ck Burrell, ACOMO
Jimmy Conyers
Jay Robinson

Date: February 3, 2020

Re: Requesting City Council approval to AWARD bid for **Bid No. 010-20 Church Street Utility and Drainage Improvements for the Utilities Depts and Public Works Dept**

sa A. Hanks, MMC
City Clerk

Bid No. 010-20 Church Street Utility and Drainage Improvements for Sewer, Gas and Public Works Departments, was correctly bid, advertised and sent to multiple vendors by Sawgrass Consulting LLC, and was opened on January 28, 2020.

Kimberly Creech
Treasurer

A Tabulation and Recommendation was composed (see attached). There were three responsive and responsible bid responses submitted. The recommendation by the Sawgrass Consulting, LLC, the Interim Director of Operations, Michael Allison, and the Director of Public Works, Richard Johnson, is to award the bid to the lowest bidder, Asphalt Services, Inc. in the base bid amount of **FIVE MILLION ONE HUNDRED NINETY-EIGHT THOUSAND, SEVEN HUNDRED NINETY-NINE DOLLARS AND SEVENTY CENTS (\$5,198,799.70)**. If the Council so chooses, the base bid plus alternate total amount is **FIVE MILLION TWO HUNDRED THIRTY SEVEN THOUSAND FOUR HUNDRED NINETY-NINE DOLLARS AND SEVENTY CENTS (\$5,237,499.70)**.

Please place on the next City Council Agenda this request to award Bid 010-20 Church Street Utility and Drainage Improvements to Asphalt Service, Inc. in the amount of \$5,198,799.70 for Utilities and Public Works Dept.

Cc: file, Mike Allison, Richard Johnson, Jay Whitman

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

51-928-2136 (p)
51-928-6776 (f)
www.fairhopeal.gov



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

March 17, 2020

Honorable Mrs. Karin Wilson, Mayor
City of Fairhope
PO Box 429
Fairhope, AL 36533

**RE: Request for Proposal Extension – Church Street Utility and Drainage Improvements
(Project No. 010-20)**

Dear Mayor Wilson,

Please see the attached request from Asphalt Services, Inc (ASI) for a time extension on their proposal of work for the Church Street Utility and Drainage Improvement Project. The bids for this project were received on January 28, 2020 and was recommended for award to ASI as the lowest responsible bidder. Under the contract specifications, the low bidder is obligated to honor their proposal for a period of 90 days post letting. Due to the unforeseen public health emergency, Sawgrass is in concurrence their request and recommends that Asphalt Services Bid Proposal be extended for the period stated, or May 27th, 2020. This will allow for the City of Fairhope to concentrate its financial and personnel resources to emergency matters.

Please contact me at 251-753-5212 if you have any questions regarding the matter.

Sincerely,

Stephen J. Delahunty, P.E.
Vice President

Enclosures

Cc: Mr. Richard Johnson, PE, Public Works Director
Mr. Mike Allison, Director of Operations
Mr. Richard Peterson, PE, Capital Projects
Mr. Greg Smith, Asphalt Services



March 16, 2020

Stephen Delahunty, PE
Sawgrass Consulting, LLC
30673 Sgt. E.I "Boots" Thomas Dr.
Spanish Fort, AL 36527

RE: Request for Proposal Extension – Church Street Utility and Drainage Improvements

Mr. Delahunty,

Please consider this correspondence a formal request from Asphalt Services, Inc (ASI) for an extension of our bid proposal for the above referenced project. As of the date of this letter, forty-seven (47) days of the ninety (90) day withdrawn period has expired. In consideration of the National and Statewide Emergency Declarations of the COVID-19 Pandemic, the City of Fairhope's Local financial obligations to City personnel and its community, and other logistical matters, we understand that normal business of the City will be interrupted at this time. With those circumstances, ASI will honor our bid 30 days beyond the required 90 day period as stated in the Contract Document.

We appreciate our relationship with the City of Fairhope. Please do not hesitate to call us at 251-621-9325 if we can assist with any matter or emergency response that they may need.

Regards,

Greg Smith

gsmith@asi-gc.com



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

January 28, 2020

Honorable Karin Wilson
Mayor, City of Fairhope
161 North Section Street
Fairhope, AL 36532

RE: Recommendation to Award – Church Street Utility and Drainage Improvements

Dear Honorable Karin Wilson,

Sawgrass Consulting has tabulated and certified the results of the bidder's proposals for the contract for the City of Fairhope Church Street Utility and Drainage Improvements received January 28, 2020. The proposal and qualifications of the lowest responsible bidder are in order; therefore we recommend that the City of Fairhope award the construction contract to Asphalt Services, Inc. (AL License No. 22479) for the base bid amount of \$5,198,799.70. If the council so chooses, the base bid plus alternate total amount is \$5,237,499.70.

Please review the attached Bid Tabulation Summary for reference. Please contact me at 251-544-7900 if you have any questions regarding these results.

Sincerely,

A handwritten signature in black ink that reads "Stephen Delahunty".

Stephen Delahunty, PE

Enclosures



Bid Tabulation - City of Fairhope
Church Street Utility and Drainage Improvements
 DATE: January 28, 2020

CONSTRUCTION ITEMS				ASPHALT SERVICES		MCELHENNY CONSTRUCTION		JOHN G. WALTON	
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
201-A	CLEARING & GRUBBING (INCL. BUSH PROTECTION & RELAYING)	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 48,168.00	\$ 48,168.00	\$ 55,924.00	\$ 55,924.00
206-C1	REMOVAL OF ASPHALT PAVEMENT (INCLUDING SAW CUTTING ALL DEPTHS)	SY	8,500	\$ 12.00	\$ 102,000.00	\$ 7.45	\$ 63,325.00	\$ 18.53	\$ 157,505.00
206-C2	REMOVAL OF CONCRETE SIDEWALK (INCLUDING SAW CUTTING ALL DEPTHS)	SY	1,461	\$ 8.00	\$ 11,688.00	\$ 11.17	\$ 16,319.37	\$ 25.04	\$ 36,583.44
206-C3	REMOVAL OF CONCRETE DRIVEWAY (INCLUDING SAW CUTTING ALL DEPTHS)	SY	300	\$ 8.00	\$ 2,400.00	\$ 11.17	\$ 3,351.00	\$ 24.23	\$ 7,269.00
206-C4	REMOVAL & RESET BRICK PAVERS	SY	185	\$ 25.00	\$ 4,625.00	\$ 89.38	\$ 16,535.30	\$ 57.50	\$ 10,637.50
206-D1	REMOVAL OF PIPE-15" (ALL TYPES)	LF	35.0	\$ 10.00	\$ 350.00	\$ 15.21	\$ 532.35	\$ 14.73	\$ 515.55
206-D2	REMOVAL OF PIPE-18" (ALL TYPES)	LF	1,250	\$ 20.00	\$ 25,000.00	\$ 12.35	\$ 15,437.50	\$ 16.85	\$ 21,062.50
206-D3	REMOVAL OF PIPE-24" (ALL TYPES)	LF	1,164	\$ 20.00	\$ 23,280.00	\$ 12.36	\$ 14,387.04	\$ 24.60	\$ 28,634.40
206-D4	REMOVAL OF PIPE-48" (ALL TYPES)	LF	110	\$ 30.00	\$ 3,300.00	\$ 20.36	\$ 2,239.60	\$ 31.04	\$ 3,414.40
206-D5	REMOVAL OF CONCRETE CURB (ALL TYPES)	LF	3,072	\$ 8.00	\$ 24,576.00	\$ 7.45	\$ 22,886.40	\$ 12.34	\$ 37,908.48
206-D6	REMOVAL OF EXISTING GAS MAIN (ALL TYPES)	LF	700	\$ 15.00	\$ 10,500.00	\$ 13.41	\$ 9,387.00	\$ 16.56	\$ 11,592.00
206-E1	REMOVAL OF INLET/JUNCTION BOX (R/W)	EA	26	\$ 250.00	\$ 6,500.00	\$ 495.40	\$ 12,880.40	\$ 552.32	\$ 14,360.32
206-E2	REMOVAL OF INLETS/JUNCTION BOX (OUTFALL)	EA	2	\$ 500.00	\$ 1,000.00	\$ 1,472.86	\$ 2,945.72	\$ 2,209.26	\$ 4,418.52
206-E3	REMOVAL OF EXISTING GAS VALVE/BOX	EA	16	\$ 225.00	\$ 3,600.00	\$ 223.49	\$ 3,575.84	\$ 1,104.63	\$ 17,674.08
206-E4	REMOVAL OF EXISTING WATER VALVE/BOX	EA	14	\$ 250.00	\$ 3,500.00	\$ 223.49	\$ 3,128.86	\$ 2,933.67	\$ 41,071.38
209-A	MAILBOX RESET (ALL TYPES)	EA	17	\$ 500.00	\$ 8,500.00	\$ 188.51	\$ 3,204.67	\$ 293.01	\$ 4,981.17
210-A	UNCLASSIFIED EXCAVATION (TRUCK BED MEASURE)	CY	19,555	\$ 8.50	\$ 166,217.50	\$ 10.21	\$ 199,656.55	\$ 16.14	\$ 315,617.70
210-D	BORROW EXCAVATION (TRUCK BED MEASURE)	CY	15,300	\$ 18.00	\$ 275,400.00	\$ 14.85	\$ 227,205.00	\$ 15.05	\$ 230,265.00
214-A	STRUCTURE EXCAVATION	CY	400	\$ 20.00	\$ 8,000.00	\$ 8.73	\$ 3,492.00	\$ 17.39	\$ 6,956.00
214-B	FOUNDATION BACKFILL, COMMERCIAL	CY	810	\$ 65.00	\$ 52,650.00	\$ 71.27	\$ 57,728.70	\$ 91.99	\$ 74,511.90
230-A	ROADBED PROCESSING (24' WIDTH)	STA	20	\$ 350.00	\$ 7,000.00	\$ 416.97	\$ 8,339.40	\$ 754.01	\$ 15,080.20
260-A	FLOWABLE FILL (GROUT); ABANDON PIPE IN PLACE (INCLUDING PLUG)	CY	65	\$ 500.00	\$ 32,500.00	\$ 451.50	\$ 29,347.50	\$ 460.00	\$ 29,900.00
301-A	CRUSHED AGGREGATE BASE COURSE, TYPE B, 6" THICK	SY	8,715	\$ 16.25	\$ 141,618.75	\$ 20.99	\$ 182,927.85	\$ 20.87	\$ 181,882.05
301-B	CRUSHED AGGREGATE BASE COURSE, TYPE B, THICKNESS VARIES	TON	370	\$ 48.00	\$ 17,760.00	\$ 50.59	\$ 18,718.30	\$ 74.17	\$ 27,442.90
408-A	PLANING EXISTING PAVEMENT (DEPTH VARIES)	SY	15,050	\$ 6.00	\$ 90,300.00	\$ 1.40	\$ 21,070.00	\$ 2.34	\$ 35,217.00
429-A	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX. 165LB/SY, (INCLUDING TACK COAT)	TON	1,241	\$ 110.00	\$ 136,510.00	\$ 110.48	\$ 137,105.68	\$ 106.49	\$ 132,154.09
429-B1	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, LEVELING, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX. 220LB/SY, (INCLUDING TACK COAT)	TON	270	\$ 120.00	\$ 32,400.00	\$ 112.22	\$ 30,299.40	\$ 115.88	\$ 31,287.60
429-B2	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, PATCHING, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX. 220LB/SY, (INCLUDING TACK COAT)	EA	939	\$ 98.00	\$ 92,022.00	\$ 112.22	\$ 105,374.58	\$ 102.69	\$ 96,425.91
430-B	AGGREGATE SURFACING, NO.57 STONE	TON	400	\$ 63.00	\$ 25,200.00	\$ 55.97	\$ 22,388.00	\$ 53.95	\$ 21,580.00
533-A1	15" STORM SEWER PIPE, RCP	LF	175	\$ 44.75	\$ 7,831.25	\$ 51.14	\$ 8,949.50	\$ 71.51	\$ 12,514.25
533-A2	18" STORM SEWER PIPE, RCP	LF	694	\$ 47.20	\$ 32,756.80	\$ 54.19	\$ 37,607.86	\$ 51.41	\$ 35,678.54
533-A3	24" STORM SEWER PIPE, RCP	LF	529	\$ 58.70	\$ 31,052.30	\$ 73.67	\$ 38,971.43	\$ 60.06	\$ 31,771.74
533-A4	36" STORM SEWER PIPE, RCP	LF	462	\$ 87.75	\$ 40,540.50	\$ 108.86	\$ 50,293.32	\$ 99.06	\$ 45,765.72
533-A5	42" STORM SEWER PIPE, RCP	LF	56	\$ 107.10	\$ 5,997.60	\$ 160.14	\$ 8,967.84	\$ 138.35	\$ 7,747.60
533-A6	48" STORM SEWER PIPE, RCP	LF	734	\$ 140.00	\$ 102,760.00	\$ 152.38	\$ 111,846.92	\$ 169.54	\$ 124,442.36
533-A7	60" STORM SEWER PIPE, RCP	LF	16	\$ 334.75	\$ 5,356.00	\$ 642.72	\$ 10,283.52	\$ 569.66	\$ 9,114.56



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CONSTRUCTION ITEMS				ASPHALT SERVICES		MCELHENNY CONSTRUCTION		JOHN G. WALTON	
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
533-B1	29"x18" STORM SEWER PIPE, RCAP	LF	90	\$ 78.15	\$ 7,033.50	\$ 80.05	\$ 7,204.50	\$ 102.88	\$ 9,259.20
533-B2	36"x22" STORM SEWER PIPE, RCAP	LF	293	\$ 95.90	\$ 28,098.70	\$ 96.09	\$ 28,154.37	\$ 118.33	\$ 34,670.69
533-B3	51"x31" STORM SEWER PIPE, RCAP	LF	395	\$ 161.50	\$ 63,792.50	\$ 155.78	\$ 61,533.10	\$ 174.71	\$ 69,010.45
533-Z	CONNECT EXISTING PIPE TO NEW INLET (ALL SIZES)	EA	13	\$ 1,000.00	\$ 13,000.00	\$ 672.18	\$ 8,738.34	\$ 2,656.38	\$ 34,532.94
600-A	MOBILIZATION	LS	1	\$ 153,605.00	\$ 153,605.00	\$ 351,401.00	\$ 351,401.00	\$ 344,969.83	\$ 344,969.83
G10-C	RIP-RAP, CLASS 3	TON	785	\$ 150.00	\$ 117,750.00	\$ 77.04	\$ 60,476.40	\$ 90.31	\$ 70,893.35
G10-D	FILTER FABRIC (NON-WOVEN)	SY	1,200	\$ 4.30	\$ 5,160.00	\$ 2.55	\$ 3,060.00	\$ 4.90	\$ 5,880.00
G18-A	CONCRETE SIDEWALK, 4" THICK (INCLUDING EXCAVATION)	SY	1,461	\$ 52.00	\$ 75,972.00	\$ 56.00	\$ 81,816.00	\$ 57.50	\$ 84,007.50
G18-B	CONCRETE DRIVEWAY, 6" THICK (INCLUDING EXCAVATION)	SY	300	\$ 64.00	\$ 19,200.00	\$ 69.16	\$ 20,748.00	\$ 69.00	\$ 20,700.00
G18-D	HANDICAP RAMPS (ALL TYPES)	EA	29	\$ 1,800.00	\$ 52,200.00	\$ 1,353.49	\$ 39,251.21	\$ 2,127.50	\$ 61,697.50
G18-E	TRUNCATED DOME INSERT, NEW CONSTRUCTION	EA	34	\$ 235.80	\$ 8,017.20	\$ 179.80	\$ 6,113.20	\$ 287.50	\$ 9,775.00
G19-A	PIPE END TREATMENT-OUTFALL	EA	1	\$ 15,000.00	\$ 15,000.00	\$ 24,683.80	\$ 24,683.80	\$ 28,750.00	\$ 28,750.00
G20-A	MINOR STRUCTURE CONCRETE	CY	16	\$ 450.00	\$ 7,200.00	\$ 1,031.70	\$ 16,507.20	\$ 2,875.00	\$ 46,000.00
G21-A1	JUNCTION BOX	EA	11	\$ 3,732.00	\$ 41,052.00	\$ 3,386.98	\$ 37,256.78	\$ 3,646.64	\$ 40,113.04
G21-A2	JUNCTION BOX (MODIFIED OUTFALL)	EA	3	\$ 12,133.50	\$ 36,400.50	\$ 14,883.57	\$ 44,650.71	\$ 16,561.88	\$ 49,685.64
G21-C1	INLET, TYPE GRATE (ALL SIZES)	EA	5	\$ 2,968.00	\$ 14,840.00	\$ 3,256.67	\$ 16,283.35	\$ 3,107.13	\$ 15,535.65
G21-C2	INLET, TYPE S (ALL WINGS)	EA	9	\$ 4,129.20	\$ 37,162.80	\$ 6,352.93	\$ 57,176.37	\$ 6,379.45	\$ 57,415.05
G21-C3	INLET, TYPE CURB (ALL SIZES)	EA	10	\$ 2,750.00	\$ 27,500.00	\$ 4,847.18	\$ 48,471.80	\$ 6,644.44	\$ 66,444.40
G21-C4	INLET, TYPE CURB/GRATE (ALL SIZES)	EA	4	\$ 2,750.00	\$ 11,000.00	\$ 5,881.47	\$ 23,525.88	\$ 7,200.76	\$ 28,803.04
G21-C5	INLET, TYPE W/DIR	EA	3	\$ 3,772.50	\$ 11,317.50	\$ 3,632.36	\$ 10,897.08	\$ 3,548.74	\$ 10,646.22
G23-A	CONCRETE VALLEY GUTTER	LF	150	\$ 24.00	\$ 3,600.00	\$ 32.51	\$ 4,876.50	\$ 25.88	\$ 3,882.00
G23-C	CONCRETE CURB AND GUTTER	LF	3,072	\$ 21.00	\$ 64,512.00	\$ 25.53	\$ 78,428.16	\$ 25.88	\$ 79,503.36
G34-G	CHAIN LINK FENCE, TEMPORARY, RESET, REMOVE	LF	500	\$ 25.00	\$ 12,500.00	\$ 24.90	\$ 12,450.00	\$ 30.04	\$ 15,020.00
G41-A1	8" C900 WATER MAIN	LF	2,700	\$ 41.35	\$ 111,645.00	\$ 31.61	\$ 85,347.00	\$ 32.86	\$ 88,722.00
G41-A2	8" CLASS 350 DI WATER MAIN RESTRAINED JOINT	LF	310	\$ 67.35	\$ 20,878.50	\$ 81.27	\$ 25,193.70	\$ 84.49	\$ 26,191.90
G41-A6	6" CLASS 350 DI WATER MAIN RESTRAINED JOINT	LF	120	\$ 60.85	\$ 7,302.00	\$ 59.82	\$ 7,178.40	\$ 62.19	\$ 7,462.80
G41-A3	2" PVC SERVICE LINE, CL 200	LF	200	\$ 26.00	\$ 5,200.00	\$ 25.96	\$ 5,192.00	\$ 26.99	\$ 5,398.00
G41-A4	3/4" K COPPER SERVICE LINC	LF	2,400	\$ 28.30	\$ 67,920.00	\$ 24.83	\$ 59,592.00	\$ 25.82	\$ 61,968.00
G41-A5	1" K COPPER SERVICE LINE	LF	1,000	\$ 29.50	\$ 29,500.00	\$ 25.96	\$ 25,960.00	\$ 26.99	\$ 26,990.00
G41-C	DUCTILE IRON FITTINGS (WATER)	LBS	6,010	\$ 12.50	\$ 75,125.00	\$ 12.42	\$ 74,644.20	\$ 12.91	\$ 77,589.10
G41-D	FIRE HYDRANT ASSEMBLY	EA	2	\$ 4,700.00	\$ 9,400.00	\$ 5,982.39	\$ 11,964.78	\$ 6,219.39	\$ 12,438.78
G41-E	FIRE HYDRANT RESET	EA	6	\$ 2,850.00	\$ 17,100.00	\$ 3,521.71	\$ 21,130.26	\$ 3,661.23	\$ 21,967.38
G41-J1	8" GATE VALVE WITH BOX	EA	14	\$ 2,121.00	\$ 29,694.00	\$ 2,031.76	\$ 28,444.64	\$ 2,112.25	\$ 29,571.50
G41-J2	6" GATE VALVE WITH BOX	EA	9	\$ 1,835.00	\$ 16,515.00	\$ 1,422.23	\$ 12,800.07	\$ 1,478.57	\$ 13,307.13
G41-J3	2" GATE VALVE BOX	EA	3	\$ 1,088.00	\$ 3,264.00	\$ 945.89	\$ 2,837.67	\$ 983.37	\$ 2,950.11
G41-L	CONCRETE FOR WATER MAIN	CY	20	\$ 500.00	\$ 10,000.00	\$ 530.51	\$ 10,610.20	\$ 551.53	\$ 11,030.60
G41-O	6" TAPPING VALVE AND SLEEVE AND TAP	EA	1	\$ 4,787.85	\$ 4,787.85	\$ 5,463.17	\$ 5,463.17	\$ 5,679.60	\$ 5,679.60
G41-P	SERVICE TAP (TAPPING SLEEVE, SADDLE, CORP STOP, AND COUPLING)	EA	48	\$ 625.00	\$ 30,000.00	\$ 846.56	\$ 40,634.88	\$ 880.10	\$ 42,244.80
G41-R1	WATER SERVICE AND BOX	CA	48	\$ 575.00	\$ 27,600.00	\$ 677.25	\$ 32,508.00	\$ 704.08	\$ 33,795.84
G41-R2	WATER SERVICE AND BOX, 2" SERVICE	CA	2	\$ 2,455.00	\$ 4,910.00	\$ 2,031.76	\$ 4,063.52	\$ 2,112.25	\$ 4,224.50



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ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
641-S	CONNECTION TO EXISTING WATER MAIN	EA	8	\$ 4,250.00	\$ 34,000.00	\$ 3,160.51	\$ 25,284.08	\$ 3,285.71	\$ 26,285.68
645-A1	18" C-900 PVC SANITARY SEWER GRAVITY PIPE	LF	170	\$ 165.00	\$ 28,050.00	\$ 149.00	\$ 25,330.00	\$ 154.90	\$ 26,333.00
645-A2	18" PVC SANITARY SEWER FORCE MAIN PIPE, SOR 21	LF	4,020	\$ 85.00	\$ 341,700.00	\$ 79.01	\$ 317,620.20	\$ 82.14	\$ 330,202.80
645-A3	18" DI SANITARY SEWER FORCE MAIN PIPE RESTRAINED JOINT	LF	90	\$ 402.00	\$ 36,180.00	\$ 239.30	\$ 21,537.00	\$ 248.78	\$ 22,390.20
645-A4	10" DI SANITARY SEWER FORCE MAIN PIPE RESTRAINED JOINT	LF	20	\$ 375.00	\$ 7,500.00	\$ 217.85	\$ 4,357.00	\$ 226.48	\$ 4,529.60
645-A5	1 1/2" PVC FORCE MAIN PIPE, INCLUDING FITTINGS	LF	150	\$ 23.50	\$ 3,525.00	\$ 22.58	\$ 3,387.00	\$ 23.47	\$ 3,520.50
645-C	DUCTILE IRON FITTINGS (FORCE MAIN)	LBS	5,250	\$ 14.75	\$ 77,437.50	\$ 15.80	\$ 82,950.00	\$ 16.43	\$ 86,257.50
645-E	4" PVC STACKS AND LATERALS (INCLUDING REMOVAL OF EXISTING AND FITTING FOR RE-ESTABLISHMENT)	LF	2,400	\$ 52.00	\$ 124,800.00	\$ 42.89	\$ 102,936.00	\$ 44.59	\$ 107,016.00
645-F1	ABANDON 8" EXISTING SANITARY SEWER	LF	1,730	\$ 9.75	\$ 16,867.50	\$ 9.03	\$ 15,621.90	\$ 9.39	\$ 16,244.70
645-F2	ABANDON 18" EXISTING SANITARY SEWER	LF	175	\$ 38.00	\$ 6,650.00	\$ 39.51	\$ 6,914.25	\$ 41.07	\$ 7,187.25
645-H1	48" MANHOLE (4'-6" DEPTH)	EA	1	\$ 5,800.00	\$ 5,800.00	\$ 6,772.52	\$ 6,772.52	\$ 7,040.82	\$ 7,040.82
645-H2	60" MANHOLE (8'-10" DEPTH)	EA	2	\$ 8,100.00	\$ 16,200.00	\$ 9,030.03	\$ 18,060.06	\$ 9,387.76	\$ 18,775.52
645-H3	48" DOGHOUSE MANHOLE (6'-8" DEPTH)	EA	2	\$ 6,400.00	\$ 12,800.00	\$ 7,675.52	\$ 15,351.04	\$ 7,979.59	\$ 15,959.18
645-J	MANHOLE CONE RESET (STA 22+00)	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 1,015.88	\$ 1,015.88	\$ 1,056.13	\$ 1,056.13
645-L1	8" DI DROP CONNECTION	LF	10	\$ 450.00	\$ 4,500.00	\$ 451.50	\$ 4,515.00	\$ 469.39	\$ 4,693.90
645-L2	18" DI DROP CONNECTION	LF	4	\$ 1,685.00	\$ 6,740.00	\$ 1,580.26	\$ 6,321.04	\$ 1,642.86	\$ 6,571.44
645-M	CONNECTION TO EXISTING MANHOLE	EA	2	\$ 2,650.00	\$ 5,300.00	\$ 2,709.01	\$ 5,418.02	\$ 2,816.33	\$ 5,632.66
645-N	ABANDON EXISTING MANHOLE	EA	5	\$ 1,500.00	\$ 7,500.00	\$ 1,015.88	\$ 5,079.40	\$ 1,056.12	\$ 5,280.60
645-O	18" AIR AND VACUUM VALVE ASSEMBLY	EA	2	\$ 10,800.00	\$ 21,600.00	\$ 12,642.03	\$ 25,284.06	\$ 13,142.86	\$ 26,285.72
645-P1	SEWER BYPASS PUMPING; 8" DIAMETER	LS	1	\$ 45,000.00	\$ 45,000.00	\$ 56,437.65	\$ 56,437.65	\$ 58,673.47	\$ 58,673.47
645-P2	SEWER BYPASS PUMPING; 15" DIAMETER	LS	1	\$ 65,000.00	\$ 65,000.00	\$ 101,587.76	\$ 101,587.76	\$ 112,512.24	\$ 112,512.24
645-Q1	EXISTING MANHOLE REHABILITATION (48" DIAMETER)	LF	114	\$ 325.00	\$ 37,050.00	\$ 150.86	\$ 17,198.04	\$ 155.25	\$ 17,698.50
645-Q2	15" CLAY SEWER CIPP LINING	LF	3,973	\$ 54.00	\$ 214,542.00	\$ 52.52	\$ 208,661.96	\$ 54.05	\$ 214,740.65
645-Q3	18" CLAY SEWER CIPP LINING	LF	300	\$ 55.00	\$ 16,500.00	\$ 53.64	\$ 16,092.00	\$ 55.20	\$ 16,560.00
645-Q4	4" CLAY SEWER LATERAL CIPP LINING-UP TO 10'	EA	17	\$ 3,090.00	\$ 52,530.00	\$ 2,877.47	\$ 48,916.99	\$ 2,961.25	\$ 50,341.25
645-Q5	6" CLAY SEWER LATERAL CIPP LINING-UP TO 10'	EA	6	\$ 3,090.00	\$ 18,540.00	\$ 2,877.47	\$ 17,264.82	\$ 2,961.25	\$ 17,767.50
645-R1	CONNECTION TO EXISTING 12" FORCE MAIN	EA	1	\$ 5,500.00	\$ 5,500.00	\$ 5,079.38	\$ 5,079.38	\$ 5,280.62	\$ 5,280.62
645-R2	CONNECTION TO EXISTING 10" FORCE MAIN	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 4,740.76	\$ 4,740.76	\$ 4,928.57	\$ 4,928.57
645-S	18" GATE VALVE WITH BOX	EA	1	\$ 14,250.00	\$ 14,250.00	\$ 15,746.10	\$ 15,746.10	\$ 16,369.89	\$ 16,369.89
645-T1	12" INLINE GATE VALVE WITH BOX	EA	1	\$ 5,741.00	\$ 5,741.00	\$ 8,352.77	\$ 8,352.77	\$ 8,683.67	\$ 8,683.67
645-T2	10" INLINE GATE VALVE WITH BOX	EA	1	\$ 5,280.00	\$ 5,280.00	\$ 7,449.77	\$ 7,449.77	\$ 7,744.89	\$ 7,744.89
645-U1	12" TAPPING VALVE AND SLEEVE	EA	1	\$ 9,200.00	\$ 9,200.00	\$ 9,368.65	\$ 9,368.65	\$ 9,739.80	\$ 9,739.80
645-U2	10" TAPPING VALVE AND SLEEVE	EA	1	\$ 6,950.00	\$ 6,950.00	\$ 8,352.77	\$ 8,352.77	\$ 8,683.67	\$ 8,683.67
645-V	CONCRETE FOR FORCE MAIN	CY	20	\$ 400.00	\$ 8,000.00	\$ 530.51	\$ 10,610.20	\$ 551.53	\$ 11,030.60
645-W1	SEWER SERVICE TAP (SADDLE TAP AND SADDLE)	CA	50	\$ 680.00	\$ 34,000.00	\$ 835.28	\$ 41,764.00	\$ 868.37	\$ 43,418.50
645-W2	SEWER SERVICE AND BOX (FOR SSFM)	EA	5	\$ 1,225.00	\$ 6,125.00	\$ 1,467.38	\$ 7,336.90	\$ 1,525.51	\$ 7,627.55



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ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
645-W3	SEWER LATERAL COUPLINGS (AT PLINE)	EA	50	\$ 268.00	\$ 13,400.00	\$ 372.49	\$ 18,624.50	\$ 387.25	\$ 19,362.50
645-W4	SEWER LATERAL CLEANOUTS (AT PLINE)	EA	50	\$ 440.00	\$ 22,000.00	\$ 722.40	\$ 36,120.00	\$ 751.02	\$ 37,551.00
646-A1	3/4" PE GAS SERVICE LINE (DIRECT BURY), INCLUDING TAPPING FEE AND WELD	LF	4,400	\$ 21.60	\$ 95,040.00	\$ 20.11	\$ 88,484.00	\$ 20.70	\$ 91,080.00
646-A2	3/4" PE GAS SERVICE LINE (HDD), INCLUDING TAPPING FEE AND WELD	LF	780	\$ 24.00	\$ 18,720.00	\$ 22.35	\$ 17,433.00	\$ 23.00	\$ 17,940.00
646-A3	2" PE GAS MAIN, SDR-11	LF	543	\$ 30.00	\$ 16,290.00	\$ 27.94	\$ 15,171.42	\$ 28.75	\$ 15,611.25
646-A4	4" PE GAS MAIN, SDR-11	LF	3,375	\$ 42.85	\$ 144,618.75	\$ 40.23	\$ 135,776.25	\$ 41.40	\$ 139,725.00
646-C1	PE FITTINGS, (ELECTROFUSE ALL SIZES)	EA	12	\$ 306.80	\$ 3,681.60	\$ 290.54	\$ 3,486.48	\$ 299.00	\$ 3,588.00
646-C2	PE EXCESS FLOW VALVES (EFV)	EA	41	\$ 60.00	\$ 2,460.00	\$ 55.87	\$ 2,290.67	\$ 57.50	\$ 2,357.50
646-D1	2" PE VALVES, BOX, AND BLOCKING	EA	12	\$ 203.50	\$ 2,442.00	\$ 195.56	\$ 2,346.72	\$ 201.25	\$ 2,415.00
646-D2	4" PE VALVES, BOX, AND BLOCKING	EA	8	\$ 371.70	\$ 2,973.60	\$ 352.00	\$ 2,816.00	\$ 373.75	\$ 2,990.00
646-E	HOT TAPS, MAIN (ALL SIZES)	EA	14	\$ 17,700.00	\$ 247,800.00	\$ 16,761.98	\$ 234,667.72	\$ 17,250.00	\$ 241,500.00
650-A	TOPSOIL, 4" THICK (TRUCK BED MEASURE)	CY	500	\$ 18.00	\$ 9,000.00	\$ 26.74	\$ 13,370.00	\$ 21.88	\$ 10,940.00
652-A	SEEDING	ACRE	2	\$ 2,500.00	\$ 5,000.00	\$ 1,438.61	\$ 2,877.22	\$ 1,437.50	\$ 2,875.00
654-A	SOLID SODDING (MATCH EXISTING)	SY	3,000	\$ 6.00	\$ 18,000.00	\$ 6.16	\$ 18,480.00	\$ 4.77	\$ 14,310.00
659-C	ROLLED EROSION CONTROL BLANKET	SY	4,444	\$ 4.50	\$ 19,998.00	\$ 2.43	\$ 10,798.92	\$ 1.44	\$ 6,399.36
656-A	MULCHING	ACRE	2	\$ 1,400.00	\$ 2,800.00	\$ 1,149.24	\$ 2,298.48	\$ 977.50	\$ 1,955.00
665-E	POLETHYLENE	SY	2,000	\$ 2.00	\$ 4,000.00	\$ 1.91	\$ 3,820.00	\$ 1.73	\$ 3,460.00
656-G	SAND BAGS	EA	400	\$ 5.00	\$ 2,000.00	\$ 7.58	\$ 3,032.00	\$ 5.75	\$ 2,300.00
665-I	TEMPORARY RIP (CHECKS TO BE REUSED)	TON	150	\$ 125.00	\$ 18,750.00	\$ 81.03	\$ 12,154.50	\$ 105.43	\$ 15,814.50
665-J	SILT FENCE	LF	2,500	\$ 6.00	\$ 15,000.00	\$ 4.27	\$ 10,675.00	\$ 3.57	\$ 8,925.00
665-O	SILT FENCE REMOVAL	LF	2,500	\$ 1.50	\$ 3,750.00	\$ 1.44	\$ 3,600.00	\$ 1.15	\$ 2,875.00
665-Q	WATTLES	LF	1,000	\$ 8.00	\$ 8,000.00	\$ 8.99	\$ 8,990.00	\$ 7.48	\$ 7,480.00
674-A	CONSTRUCTION SAFETY FENCE	LF	1,000	\$ 4.00	\$ 4,000.00	\$ 2.65	\$ 2,650.00	\$ 4.40	\$ 4,400.00
680-A	GEOMETRIC CONTROLS	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 37,820.64	\$ 37,820.64	\$ 29,214.81	\$ 29,214.81
701-A2	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	MILE	1	\$ 7,000.00	\$ 7,000.00	\$ 3,575.89	\$ 3,575.89	\$ 3,680.00	\$ 3,680.00
701-A3	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	MILE	1	\$ 7,000.00	\$ 7,000.00	\$ 3,575.89	\$ 3,575.89	\$ 3,680.00	\$ 3,680.00
701-A4	SOLID BLUE, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	LF	100	\$ 1.75	\$ 175.00	\$ 3.91	\$ 391.00	\$ 4.03	\$ 403.00
701-A5	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, 8" WIDE	MILE	1	\$ 8,500.00	\$ 8,500.00	\$ 5,699.07	\$ 5,699.07	\$ 5,865.00	\$ 5,865.00
701-E1	SOLID/BROKEN TEMPORARY TRAFFIC STRIPE	MILE	3	\$ 1,200.00	\$ 3,600.00	\$ 1,340.96	\$ 4,022.88	\$ 1,380.00	\$ 4,140.00
703-A	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A (INCLUDING HC SPACES)	SF	3,632	\$ 6.00	\$ 21,792.00	\$ 5.59	\$ 20,302.88	\$ 5.75	\$ 20,884.00
703-B	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	SF	200	\$ 6.00	\$ 1,200.00	\$ 5.59	\$ 1,118.00	\$ 5.75	\$ 1,150.00
703-H	SPECIALTY TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A (BIKE SYMBOLS)	EA	23	\$ 528.00	\$ 12,144.00	\$ 251.43	\$ 5,782.89	\$ 258.75	\$ 5,951.25
705-A1	PAVEMENT MARKERS, CLASS A, TYPE 2, BLUE	EA	6	\$ 10.00	\$ 60.00	\$ 11.18	\$ 67.08	\$ 11.50	\$ 69.00
705-A2	PAVEMENT MARKERS, CLASS A, TYPE 2A, WHITE	EA	250	\$ 8.00	\$ 2,000.00	\$ 5.59	\$ 1,397.50	\$ 5.75	\$ 1,437.50
705-A3	PAVEMENT MARKERS, CLASS A, TYPE 2D, YELLOW	EA	200	\$ 8.00	\$ 1,600.00	\$ 5.59	\$ 1,118.00	\$ 5.75	\$ 1,150.00
740-A	TRAFFIC CONTROL, TO BE APPROVED	LS	1	\$ 95,000.00	\$ 95,000.00	\$ 47,552.29	\$ 47,552.29	\$ 105,800.00	\$ 105,800.00
999-A	DEWATERING/DIVERSION/PUMPING (STORMWATER)	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 12,361.90	\$ 12,361.90	\$ 34,500.00	\$ 34,500.00



Bid Tabulation - City of Fairhope
Church Street Utility and Drainage Improvements
 DATE: January 28, 2020

CONSTRUCTION ITEMS				ASPHALT SERVICES		MCELHENNY CONSTRUCTION		JOHN G. WALTON	
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
999-B	WORK OF A SIMILAR NATURE TO BE DETERMINED BY ENGINEER (FOR CONFLICTS)	LS	1	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00
SUBTOTAL						\$6,244,608.50			
SUBTOTAL				\$ 5,198,799.70		\$ 5,244,609.40		\$ 5,909,477.00	
ADDITIVE ALTERNATE									
999-C1	1 3/4" PE DUCT, DIRECT BURY	LF	3,000	\$ 8.80	\$ 26,400.00	\$ 10.06	\$ 30,180.00	\$ 19.55	\$ 58,650.00
999-C2	1 1/4" PE DUCT, HDD (ALL DEPTHS.48")	LF	1,000	\$ 9.80	\$ 9,800.00	\$ 22.35	\$ 22,350.00	\$ 24.15	\$ 24,150.00
999-C3	HAND HOLES, UH-3 IN SIZE	EA	4	\$ 625.00	\$ 2,500.00	\$ 670.48	\$ 2,681.92	\$ 3,007.25	\$ 12,029.00
				\$ 38,700.00		\$ 55,211.92		\$ 94,829.00	
TOTAL AMOUNT						\$6,299,820.42			
TOTAL AMOUNT				\$ 5,237,499.70		\$ 5,299,821.32		\$ 6,004,306.00	

I certify that this bid Tabulation is true and accurate based on unit prices provided by each individual bidder.

All corrections are evident and as shown in the tabulation.

[Signature]
 Project Manager Date: 1/28/20

Debra A. Brandt 2-3-2020
 Purchasing Manager

And Z A 2/3/2020
 Operations Director

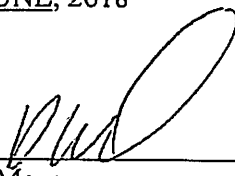
Richard D. [Signature] 02/03/2020
 PUBLIC WORKS

Eng Contract

RESOLUTION NO. 3097-18

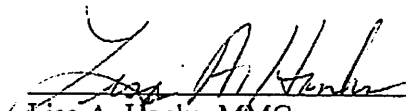
BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute a contract with Sawgrass Consulting, LLC to perform Professional Engineering Services for Project Number 1: Church Street Outfall Transmission System for the Sewer Department (RFQ No. PS014-18) with a not-to-exceed amount of \$351,921.00.

DULY ADOPTED THIS 11TH DAY OF JUNE, 2018



Karin Wilson, Mayor

Attest:



Lisa A. Hanks, MMC
City Clerk

Eng. Contract



MEMO

To: Mike Hinson, Treasurer
From: *Jillian Saffle*
Jillian Saffle, Purchasing Manager

Date: May 31, 2018

Re: Council to authorize Mayor to execute contract for Project 1 of RFQ PS014-18 Professional Engineering Services for Multiple Wastewater Collection and Transmission System Improvements at a Not-to-Exceed value

Karin Wilson
Mayor

Council Members
Kevin G. Boone
Robert A. Brown
Jack Burrell, ACOMO
Jimmy Conyers
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

The City needs to hire a professional consulting firm for RFQ No. PS014-18 Professional Engineering Services for Multiple Wastewater Collection and Transmission System Improvements. The RFQ (Request for Qualifications) was issued and responses were received and evaluated. The Mayor has chosen to break out Phase 1 of this project into Five (5) projects to be awarded to five (5) separate firms.

Resolution No. 3055-18 authorized the Mayor to negotiate a fee schedule with the following firms:

- Project 1: Church Street Outfall Transmission System – Sawgrass Consulting
- Project 2: Bayou Drive, Fairwood Blvd., and Fairhope Ave. Transmission System - Dewberry
- Project 3: GIS Mapping for Asset Management and Modeling Capability – Volkert
- Project 4: Fels Ave. Lift Station Rehabilitation – Goodwyn, Mills, Cawood, Inc.
- Project 5: Grand Hotel Lift Station Assessment and Collection System Evaluation – HMR

Sawgrass has provided a proposal and fee schedule for Project 1, Church Street Outfall Transmission System, of this RFQ. Sawgrass has estimated this contract at a value of TWO MILLION FOUR HUNDRED FOURTY FIVE THOUSAND DOLLARS (\$2,445,000.00). The estimated fees incurred to the city are as follows:

Service	Cost
Design Fee	\$149,145.00
Master Planning	\$15,000.00
CE&I	\$187,776.00
Total	\$351,921.00

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

Please place on the next available City Council Agenda this request for City Council to approve the fee schedule and not-to-exceed amount of \$351,921.00 and authorize the Mayor to execute the associated contract with Sawgrass of Mobile, AL.

Cc: file, R. Peterson



City of Fairhope Utilities 5 Year Plan

City of Fairhope Gas Department

Category	Actual FY 2016	Actual FY 2017	Actual FY 2018	Actual FY2019	Budget FY2019	Estimated Growth Rate	Projected FY 2020	Projected FY 2021	Projected FY 2022	Projected FY 2023	Projected FY 2024
Sales and Services	\$ 6,262,778	\$ 6,264,104	\$ 7,442,654	\$ 7,768,793	\$ 6,913,937	2.0%	7,191,784	7,335,620	7,482,332	7,631,979	7,784,618
Other charges, sales and receipts	\$ 13,636	\$ 48,004	\$ 17,846	\$ 162,592	\$ 4,000	2.0%	4,000	4,080	4,162	4,245	4,330
Interest income	\$ 9,147	\$ 10,029	\$ 13,987	\$ 45,015	\$ 10,000		95,000	95,000	95,000	95,000	95,000
Total Revenue	\$ 6,285,561	\$ 6,322,137	\$ 7,474,487	\$ 7,976,400	\$ 6,927,937	N/A	7,290,784	7,434,700	7,581,494	7,731,224	7,883,948
Operations Expenses											
Energy Purchases	\$ 1,371,853	\$ 1,727,280	\$ 1,921,410	\$ 2,104,356	\$ 1,750,000	2.0%	1,850,000	1,887,000	1,924,740	1,963,235	2,002,499
Compensation & Benefits	\$ 854,912	\$ 716,416	\$ 1,020,403	\$ 1,254,963	\$ 1,243,698	4.0%	1,516,415	1,577,072	1,640,154	1,705,761	1,773,991
Operating	\$ 428,370	\$ 521,074	\$ 714,372	\$ 1,074,660	\$ 872,915	2.0%	2,142,767	2,185,622	2,229,335	2,273,921	2,319,400
Interest expense	\$ 5,235	\$ 12,270	\$ 11,551	\$ 11,037	\$ 12,000	0.0%	10,000	9,000	7,875	6,666	5,421
Community development	\$ 488,554	\$ 227,276	\$ -	\$ -	\$ -		0	0	0	0	0
Depreciation Expenses	\$ 456,592	\$ 466,634	\$ 490,910	\$ 516,271	\$ 550,000	1.0%	550,000	555,500	561,055	566,666	572,332
Bad Debt	\$ -	\$ -	\$ 40,518	\$ (11,239)	\$ 25,000		40,000	25,000	25,000	25,000	25,000
Distribution of Joint Revenue	\$ 45,000	\$ 33,333	\$ 79,959	\$ 133,459	\$ 62,500		70,000	70,000	70,000	70,000	70,000
Total Oper. Expenses	\$ 3,605,517	\$ 3,670,949	\$ 4,158,646	\$ 4,961,288	\$ 4,428,613	N/A	6,179,182	6,214,194	6,363,159	6,516,249	6,673,643
Revenue Minus Op Exp	\$ 2,680,044	\$ 2,651,188	\$ 3,315,841	\$ 3,015,112	\$ 2,499,324	N/A	1,111,602	1,220,506	1,218,335	1,214,975	1,210,305
Other Sources/Uses											
Other Sources											
Borrowed Funds	\$ -	\$ -	\$ -	\$ -	\$ -	Variable	0	0	0	0	0
Other Sources	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	0	0	0	0	0
Total Other Sources	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	0	0	0	0	0
Other Uses											
Administrative Cost Paid To Gen Fund	\$ 955,000	\$ 955,000	\$ 666,667	\$ 761,000	\$ 761,000	2.0%	852,000	869,040	886,421	904,149	922,232
Collection cost/Revenue Dept	\$ 242,000	\$ 242,000	\$ 55,000	\$ 51,000	\$ 51,000	2.0%	59,000	60,180	61,384	62,611	63,863
Transfer to General Fund	\$ 770,119	\$ 687,500	\$ 702,000	\$ 96,000	\$ 96,000		0	0	0	0	0
Transfer to General Fund for Comm Dev	\$ -	\$ -	\$ -	\$ 72,000	\$ 72,000		108,000	108,000	108,000	108,000	108,000
Transfers In/Out Capital Purchases	\$ -	\$ -	\$ -	\$ 36,423	\$ -		0	0	0	0	0
Warrant & Lease Payments	\$ 16,284	\$ 34,545	\$ 35,589	\$ 145,859	\$ 47,311	Per Schedule	37,467	41,754	37,762	38,957	40,152
Reserve for Capital Purchases	\$ -	\$ -	\$ -	\$ -	\$ 489,344	Variable	597,997	600,000	600,000	600,000	600,000
Reserve for System Upgrades	\$ -	\$ -	\$ -	\$ -	\$ 380,000		1,145,000	1,375,000	1,175,000	1,000,000	305,000
Transfer to Electric	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	2,000,000	0	0	0	0
Total Other Uses	\$ 1,983,402	\$ 1,919,045	\$ 1,459,256	\$ 1,162,281	\$ 1,896,655	0.0%	4,799,464	3,053,974	2,868,566	2,713,717	2,039,248
Net Other Sources/Uses	(1,983,402)	(1,919,045)	(1,459,256)	(1,162,281)	(1,896,655)	N/A	(4,799,464)	(3,053,974)	(2,868,566)	(2,713,717)	(2,039,248)
Excess/(Deficit) for Year	\$ 696,642	\$ 732,144	\$ 1,856,586	\$ 1,852,831	\$ 602,669	N/A	(3,687,862)	(1,833,468)	(1,650,232)	(1,498,743)	(828,943)
Add back Bad Debt and Depreciation Exp				\$ 505,032	\$ 575,000		\$ 590,000	\$ 580,500	\$ 586,055	\$ 591,666	\$ 597,332
Net Excess/(Deficit)				\$ 2,357,863	\$ 1,177,669		(3,097,862)	(1,252,968)	(1,064,177)	(907,077)	(231,611)

Cash Balances	As of 9/30/16	As of 9/30/17	As of 9/30/18	As of 9/30/19						
Cash - Operating	\$ 102,255	\$ 172,014	\$ 731,406	\$ 4,826,127						
Cash - Pooled Depository	\$ (822)	\$ 136,427	\$ 2,416,435	\$ 143,358						
Cash - Gas Reserves Centennial	\$ -	\$ -	\$ -	\$ 3,245,263						
Cash - Super Fund Savings	\$ 141,819	\$ 141,902	\$ 1,700,131	\$ -						
Cash - Reserve Fund Vision	\$ 1,414,916	\$ 1,423,429	\$ 1,431,902	\$ -						
Cash - Utility Reserve Fund	\$ 134,509	\$ 134,509	\$ -	\$ -						
Cash - Second Utility Reserve	\$ 1,893,696	\$ 2,014,845	\$ -	\$ -						
Cash - Gas Customer Deposit Reserve	\$ -	\$ -	\$ 580,387	\$ 608,302						
Total Cash	\$ 3,686,373	\$ 4,023,126	\$ 6,860,261	\$ 8,823,050						
Targeted Reserved Fund Balance		\$ 1,255,283	\$ 1,262,422	\$ 1,492,100		1,383,587	1,439,157	1,467,940	1,497,299	1,527,245

Notes:
Recommended Targeted Reserve Fund 20% of annual revenue

City of Fairhope Electric Department

Category	Actual FY 2016	Actual FY 2017	Actual FY 2018	Actual FY2019	Budget FY2019	Estimated Growth Rate	Projected FY 2020	Projected FY 2021	Projected FY 2022	Projected FY 2023	Projected FY 2024
Sales and Services	\$ 19,843,950	\$ 19,307,511	\$ 20,599,665	\$ 20,544,997	\$ 20,557,433	2.0%	21,206,076	21,630,198	22,062,801	22,504,057	22,954,139
Other charges, sales and receipts	\$ 374,991	\$ 305,950	\$ 362,470	\$ 383,005	\$ 339,946	2.0%	357,867	365,024	372,325	379,771	387,367
AMEA Rate Stabilization							450,000				
Interest income	\$ 5,339	\$ 7,044	\$ 11,445	\$ 22,269	\$ 7,000		65,000	25,000	25,000	25,000	25,000
Total Revenue	\$ 20,224,280	\$ 19,620,505	\$ 20,973,581	\$ 20,950,271	\$ 20,904,379	N/A	22,078,943	22,020,222	22,460,126	22,908,829	23,366,505
Operations Expenses											
Energy Purchases	\$ 12,084,585	\$ 12,708,130	\$ 12,631,562	\$ 12,330,272	\$ 12,500,000	2.0%	13,010,509	13,270,719	13,536,134	13,806,856	14,082,993
Compensation & Benefits	\$ 1,188,169	\$ 1,185,160	\$ 1,299,851	\$ 1,532,569	\$ 1,513,516	4.0%	1,641,884	1,707,559	1,775,862	1,846,896	1,920,772
Operating	\$ 2,274,645	\$ 1,445,564	\$ 1,439,756	\$ 1,519,423	\$ 1,733,435	2.0%	1,859,811	1,897,007	1,934,947	1,973,646	2,013,119
Interest expense	\$ 62,826	\$ 63,611	\$ 54,558	\$ 28,703	\$ 65,000	Schedule	12,000	9,462	7,875	6,666	5,421
Community development	\$ 81,430	\$ 226,464	\$ -	\$ -	\$ -						
Bad Debt	\$ 100,000	\$ 120,000	\$ 188,455	\$ 43,700	\$ 80,000	Fixed	190,000	190,000	190,000	190,000	190,000
Depreciation Expenses	\$ 798,680	\$ 807,069	\$ 811,169	\$ 825,846	\$ 850,000	1.0%	850,000	858,500	867,085	875,756	884,513
Total Oper. Expenses	\$ 16,590,334	\$ 16,555,998	\$ 16,425,351	\$ 16,280,513	\$ 16,741,951	N/A	17,564,204	17,933,247	18,311,902	18,699,821	19,096,819
Revenue Minus Op Exp	\$ 3,633,946	\$ 3,064,506	\$ 4,548,230	\$ 4,669,758	\$ 4,162,428	N/A	4,514,739	4,086,974	4,148,224	4,209,008	4,269,687
Other Sources/Uses											
Other Sources											
AMEA Funds	\$ -					Variable	1,053,000	0	0	0	0
Transfer from Gas	\$ -						2,000,000				
Total Other Sources	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	3,053,000	0	0	0	0
Other Uses											
Administrative Cost Paid To Gen Fund	\$ 875,417	\$ 955,000	\$ 666,667	\$ 761,000	\$ 761,000	3.0%	852,000	877,560	903,887	931,003	958,934
Collection cost/Revenue Dept	\$ 148,500	\$ 162,000	\$ 36,000	\$ 33,000	\$ 33,000	3.0%	37,000	38,110	39,253	40,431	41,644
Transfer to General Fund	\$ 1,050,908	\$ 1,132,083	\$ 979,000	\$ 168,000	\$ 168,000		0	0	0	0	0
Transfer to General Fund for Comm Dev				\$ 334,000	\$ 334,000	Fixed	254,000	254,000	254,000	254,000	254,000
Transfers In/Out Capital Purchases				\$ 11,942							
Warrant & Lease Payments				\$ 78,848	\$ 1,249,739	Per Schedule	85,028	85,969	37,762	38,957	40,152
Reserve for Capital Purchases				\$ 172,840	\$ 387,844	Variable	628,140	600,000	600,000	600,000	600,000
Reserve for System Upgrades				\$ 723,536	\$ 400,000		6,850,000	2,250,000	2,250,000	500,000	150,000
Transfer to reserve based on Fuel Adjustment				\$ 1,104,200	\$ 960,000		960,000	960,000	960,000	960,000	960,000
Prior Period Adjustments	\$ -					N/A	0	0	0	0	0
Total Other Uses	\$ 2,074,824	\$ 2,249,083	\$ 1,681,667	\$ 3,387,366	\$ 4,293,583	0.0%	9,666,168	5,065,639	5,044,902	3,324,391	3,004,729
Net Other Sources/Uses	\$ (2,074,824)	\$ (2,249,083)	\$ (1,681,667)	\$ (3,387,366)	\$ (4,293,583)	N/A	(6,613,168)	(5,065,639)	(5,044,902)	(3,324,391)	(3,004,729)
Excess/(Deficit) for Year	\$ 1,559,121	\$ 815,423	\$ 2,866,563	\$ 1,282,392	\$ (131,155)	N/A	(2,098,429)	(978,664)	(896,678)	884,616	1,264,957
Add back Bad Debt and Depreciation Exp				\$ 869,547	\$ 930,000		\$ 1,040,000	\$ 1,048,500	\$ 1,057,085	\$ 1,065,756	\$ 1,074,513
Net Excess/(Deficit)				2,151,939	798,845		(1,058,429)	69,836	160,407	1,950,372	2,339,471

Cash Balances	As of 9/30/16	As of 9/30/17	As of 9/30/18	As of 9/30/19
Cash - Operating	\$ 101,099	\$ 113,317	\$ 850,911	\$ 2,138,403
Cash - Pooled Depository	\$ 223,696	\$ 375,946	\$ 885,526	\$ 1,360,941
Cash-Investment CD	\$ 115,773	\$ 115,773		
Cash- Electric Reserve Centennial				\$ 1,924,393
Cash - Special Reserve-Super Fund	\$ 3,150,011	\$ 3,184,952	\$ 1,071,214	\$ -
Cash - Utility Reserve Fund	\$ 134,430	\$ 134,509		
Cash - Second Utility Reserve	\$ 419,416	\$ 539,705	\$ 651,496	\$ -
Cash - Cust Deposit Refund Checking	\$ 36,583	\$ 42,964		
Cash - Emergency Relief Checking	\$ 4,400	\$ 2,802	\$ 603	\$ 25,166 *Restricted
Cash - Customer Deposit Savings	\$ 1,121,887	\$ 1,026,470		
Cash - Electric Customer Deposit Reserve	\$ -	\$ -	\$ 1,040,206	\$ 1,094,411 *Restricted
Total Cash	\$ 5,307,296	\$ 5,536,439	\$ 4,499,957	\$ 6,543,313

Targeted Reserved Fund Balance	\$ 4,043,788	\$ 3,922,692	\$ 4,192,427	4,179,476	4,312,789	4,399,044	4,487,025	4,576,766
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Notes:

Recommended Targeted Reserve Fund 20% of annual revenue

City of Fairhope Water and Sewer Department

Category	Actual FY 2016	Actual FY 2017	Actual FY 2018	Actual FY 2019	Budget FY 2019	Estimated Growth Rate	Projected FY 2020	Projected FY 2021	Projected FY 2022	Projected FY 2023	Projected FY 2024
Sales and Services	\$ 9,870,899	\$ 10,169,787	\$ 10,053,167	\$ 10,791,350	\$ 10,672,074		10,809,789	11,025,985	11,246,504	11,471,435	11,700,863
Other charges, sales and receipts	\$ 1,293,598	\$ 1,703,143	\$ 1,627,321	\$ 1,919,636	\$ 1,456,950	2.0%	1,528,300	1,558,866	1,590,043	1,621,844	1,654,281
Interest income	\$ 676	\$ 6,479	\$ 28,219	\$ 75,290	\$ 4,000		32,000	32,000	32,000	32,000	32,000
Total Revenue	\$ 11,165,173	\$ 11,879,409	\$ 11,708,708	\$ 12,786,276	\$ 12,133,024	N/A	12,370,089	12,616,851	12,868,548	13,125,279	13,387,144
Operations Expenses											
Energy Purchases	\$ 754,934	\$ 608,312	\$ 557,519	\$ 561,000	\$ 675,000	2.0%	575,000	586,500	598,230	610,195	622,398
Compensation & Benefits	\$ 1,536,961	\$ 1,608,028	\$ 1,857,457	\$ 2,136,957	\$ 2,161,189	3.0%	2,688,890	2,769,557	2,852,643	2,938,223	3,026,369
Operating	\$ 2,004,893	\$ 2,193,566	\$ 2,511,227	\$ 3,006,339	\$ 2,310,791	2.0%	2,748,849	2,803,826	2,859,902	2,917,101	2,975,443
Interest expense	\$ 354,266	\$ 562,489	\$ 410,275	\$ 401,350	\$ 425,000	Schedule	400,000	347,709	313,740	265,600	215,959
Community development	\$ 282,616	\$ 228,748	\$ -	\$ -	\$ -		0				
Bad Debt	\$ -	\$ -	\$ 69,211	\$ (10,615)	\$ 25,000	Fixed	70,000	70,000	70,000	70,000	70,000
Depreciation Expenses	\$ 1,201,628	\$ 1,424,345	\$ 1,507,838	\$ 1,549,906	\$ 1,535,000	1.0%	1,535,000	1,550,350	1,565,854	1,581,512	1,597,327
Total Oper. Expenses	\$ 6,135,299	\$ 6,625,489	\$ 6,913,527	\$ 7,644,937	\$ 7,131,980	N/A	8,017,739	8,127,942	8,260,370	8,382,629	8,507,497
Revenue Minus Op Exp	\$ 5,029,874	\$ 5,253,920	\$ 4,795,180	\$ 5,141,339	\$ 5,001,044	N/A	4,352,350	4,488,909	4,608,178	4,742,649	4,879,648
Other Sources/Uses											
Other Sources											
Borrowed Funds	\$ -					Variable	0	0	0	0	0
Transfer from Gas	\$ -						0				
Total Other Sources	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	0	0	0	0	0
Other Uses											
Administrative Cost Paid To Gen Fund	\$ 954,000	\$ 954,000	\$ 666,666	\$ 762,000	\$ 762,000	3.0%	851,000	876,530	902,826	929,911	957,808
Collection cost/Revenue Dept	\$ 657,000	\$ 657,000	\$ 149,000	\$ 137,000	\$ 137,000	3.0%	160,000	164,800	169,744	174,836	180,081
Transfer to General Fund	\$ 1,130,055	\$ 900,000	\$ 1,500,000	\$ 246,000	\$ 246,000		0	0	0	0	0
Transfer to General Fund for Comm Dev	\$ -	\$ -	\$ -	\$ 722,000	\$ 722,000	Fixed	267,000	254,000	254,000	254,000	254,000
Transfers In/Out Capital Purchases	\$ -	\$ -	\$ -	\$ 104,660	\$ -						
Warrant & Lease Payments	\$ -	\$ -	\$ -	\$ 853,193	\$ 766,449	Per Schedule	927,278	652,257	1,504,476	1,552,086	1,652,067
Reserve for Capital Purchases	\$ -	\$ -	\$ -	\$ 148,657	\$ 410,344	Fixed	1,248,544	500,000	500,000	500,000	500,000
Reserve for System Upgrades	\$ -	\$ -	\$ -	\$ 1,877,857	\$ 225,000	Per Plan	3,977,000	4,373,000	1,885,000	1,870,000	730,000
Reserve for Capital Improvement (Ordinance)	\$ -	\$ -	\$ -	\$ 599,150	\$ 500,000	2.0%	667,500	680,850	694,467	708,356	722,523
Total Other Uses	\$ 2,741,055	\$ 2,511,000	\$ 2,315,666	\$ 5,450,516	\$ 3,768,793	0.0%	8,098,322	7,501,437	5,910,513	5,989,189	4,996,480
Net Other Sources/Uses	(2,741,055)	(2,511,000)	(2,315,666)	(5,450,516)	(3,768,793)	N/A	(8,098,322)	(7,501,437)	(5,910,513)	(5,989,189)	(4,996,480)
Excess/(Deficit) for Year	2,288,819	2,742,920	2,479,514	(309,177)	1,232,252	N/A	(3,745,972)	(3,012,528)	(1,302,335)	(1,246,540)	(116,832)
Add back Bad Debt and Depreciation Exp				\$ 1,539,292	\$ 1,560,000		\$ 1,805,000	\$ 1,620,350	\$ 1,635,854	\$ 1,651,512	\$ 1,667,327
Net Excess/(Deficit)				1,230,115	2,792,252		(2,140,972)	(1,392,178)	333,519	404,972	1,550,495
Cash Balances											
As of 9/30/16		As of 9/30/17	As of 9/30/18	As of 9/30/2019							
Cash - Operating	\$ 22,409	\$ 1,104,816	\$ 633,091	\$ 5,802,475							
Cash - Pooled Depository	\$ 24,837	\$ 222,341	\$ 4,418,098	\$ 274,822							
Cash - Utility Reserve Fund	\$ 134,430	\$ 134,509	\$ -	\$ -							
Cash - Superfund-Wtr Tap Res	\$ 537,270	\$ 1,007,741	\$ 1,519,537	\$ 2,084,610							
Cash - Savings-Sewer Tap Fee	\$ 398,789	\$ 399,022	\$ 810,141	\$ 844,749							
Cash - Second Utility Reserve	\$ 426,501	\$ 792,719	\$ 551,965	\$ 641,770							
Cash - WS Customer Deposit Res	\$ -	\$ -	\$ 395,063	\$ 413,404							
Cash - Spec Sewer Tap Fee Money	\$ 410,377	\$ 410,377	\$ -	\$ -							
Cash - Southtrust-Superfund	\$ 18,271	\$ 18,282	\$ -	\$ -							
Total Cash	\$ 1,972,885	\$ 4,089,807	\$ 8,327,894	\$ 10,051,830							
Targeted Resorvod Fund Balance		\$ 2,232,899	\$ 2,374,586	\$ 2,336,098	\$ 2,542,197		2,425,805	2,467,618	2,516,970	2,567,310	2,618,656

Notes:
Recommended Targeted Reserve Fund 20% of annual revenue
 12/06/2020

Owner: City of Fairhope
 Project: Utility/Drainage Improvements
 Date: 1/31/2020
 Quantity Breakdown by Category



CONSTRUCTION BUDGET

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
SEWER					
260-A	FLOWABLE FILL (GROUT); ABANDON PIPE IN PLACE (INCLUDING PLUG)	CY	22	\$ 500.00	\$ 11,000.00
430-B	AGGREGATE SURFACING, NO. 57 STONE	TON	200	\$ 63.00	\$ 12,600.00
634-G	CHAIN LINK FENCE, TEMPORARY, RESET, REMOVE	LF	500	\$ 25.00	\$ 12,500.00
645-A1	18" C-900 PVC SANITARY SEWER GRAVITY PIPE	LF	170	\$ 165.00	\$ 28,050.00
645-A2	18" PVC SANITARY SEWER FORCE MAIN PIPE, SDR 21	LF	4,020	\$ 85.00	\$ 341,700.00
645-A3	18" DI SANITARY SEWER FORCE MAIN PIPE RESTRAINED JOINT	LF	90	\$ 402.00	\$ 36,180.00
645-A4	10" DI SANITARY SEWER FORCE MAIN PIPE RESTRAINED JOINT	LF	20	\$ 375.00	\$ 7,500.00
645-A5	1 1/2" PVC FORCE MAIN PIPE, INCLUDING FITTINGS	LF	150	\$ 23.50	\$ 3,525.00
645-C	DUCTILE IRON FITTINGS (FORCE MAIN)	LBS	5,250	\$ 14.75	\$ 77,437.50
645-E	4" PVC STACKS AND LATERALS (INCLUDING REMOVAL OF EXISTING AND FITTING FOR RE-ESTABLISHMENT	LF	2,400	\$ 52.00	\$ 124,800.00
645-F1	ABANDON 8" EXISTING SANITARYSEWER	LF	1,730	\$ 9.75	\$ 16,867.50
645-F2	ABANDON 18" EXISTING SANITARY SEWER	LF	175	\$ 38.00	\$ 6,650.00
645-H1	48" MANHOLE (4'-6" DEPTH)	EA	1	\$ 5,800.00	\$ 5,800.00
645-H2	60" MANHOLE (8'-10" DEPTH)	EA	2	\$ 8,100.00	\$ 16,200.00
645-H3	48" DOGHOUSE MANHOLE (6'-8" DEPTH)	EA	2	\$ 6,400.00	\$ 12,800.00
645-J	MANHOLE CONE RESET (STA 22+00)	EA	1	\$ 1,200.00	\$ 1,200.00
645-L1	8" DI DROP CONNECTION	LF	10	\$ 450.00	\$ 4,500.00
645-L2	18" D1 DROP CONNECTION	LF	4	\$ 1,685.00	\$ 6,740.00
645-M	CONNECTION TO EXISTING MANHOLE	EA	2	\$ 2,650.00	\$ 5,300.00
645-N	ABANDON EXISTING MANHOLE	EA	5	\$ 1,500.00	\$ 7,500.00
645-O	18" AIR AND VACUUM VALVE ASSEMBLY	EA	2	\$ 10,800.00	\$ 21,600.00
645-P1	SEWER BYPASS PUMPING; 8" DIAMETER	LS	1	\$ 45,000.00	\$ 45,000.00
645-P2	SEWER BYPASS PUMPING; 15" DIAMETER	LS	1	\$ 65,000.00	\$ 65,000.00
645-Q1	EXISTING MANHOLE REHABILITATION (48" DIAMETER)	LF	114	\$ 325.00	\$ 37,050.00
645-Q2	15" CLAY SEWER CIPP LINING	LF	3,973	\$ 54.00	\$ 214,542.00
645-Q3	18" CLAY SEWER CIPP LINING	LF	300	\$ 55.00	\$ 16,500.00
645-Q4	4" CLAY SEWER LATERAL CIPP LINING-UP TO 10'	EA	17	\$ 3,090.00	\$ 52,530.00
645-Q5	6" CLAY SEWER LATERAL CIPP LINING-UP TO 10'	EA	6	\$ 3,090.00	\$ 18,540.00
645-R1	CONNECTION TO EXISTING 12" FORCE MAIN	EA	1	\$ 5,500.00	\$ 5,500.00
645-R2	CONNECTION TO EXISTING 10" FORCE MAIN	EA	1	\$ 5,000.00	\$ 5,000.00
645-S	18" GATE VALVE WITH BOX	EA	1	\$ 14,250.00	\$ 14,250.00

645-T1	12" INLINE GATE VALVE WITH BOX	EA	1	\$ 5,741.00	\$ 5,741.00
645-T2	10" INLINE GATE VALVE WITH BOX	EA	1	\$ 5,280.00	\$ 5,280.00
645-U1	12" TAPPING VALVE AND SLEEVE	EA	1	\$ 9,200.00	\$ 9,200.00
645-U2	10" TAPPING VALVE AND SLEEVE	EA	1	\$ 6,950.00	\$ 6,950.00
645-V	CONCRETE FOR FORCE MAIN	CY	20	\$ 400.00	\$ 8,000.00
645-W1	SEWER SERVICE TAP (SADDLE TAP AND SADDLE)	EA	50	\$ 680.00	\$ 34,000.00
645-W2	SEWER SERVICE AND BOX (FOR SSFM)	EA	5	\$ 1,225.00	\$ 6,125.00

533-A2	18" STORM SEWER PIPE, RCP	LF	694	\$	47.20	\$	32,756.80
533-A1	15" STORM SEWER PIPE, RCP	LF	175	\$	44.75	\$	7,831.25
430-B	AGGREGATE SURFACING, NO. 57 STONE	TON	200	\$	63.00	\$	12,600.00
209-A	MAILBOX RESET (ALL TYPES)	EA	17	\$	500.00	\$	8,500.00
206-E2	REMOVAL OF INLET/JUNCTION BOX (OUTFALL)	EA	2	\$	500.00	\$	1,000.00
206-E1	REMOVAL OF INLET/JUNCTION BOX (R/W)	EA	26	\$	250.00	\$	6,500.00
206-D4	REMOVAL OF PIPE-48" (ALL TYPES)	LF	110	\$	30.00	\$	3,300.00
206-D3	REMOVAL OF PIPE-24" (ALL TYPES)	LF	1,164	\$	20.00	\$	23,280.00
206-D2	REMOVAL OF PIPE-18" (ALL TYPES)	LF	1,250	\$	20.00	\$	25,000.00
206-D1	REMOVAL OF PIPE-15" (ALL TYPES)	LF	35.0	\$	10.00	\$	350.00
201-A	CLEARING & GRUBBING (INCL. BUSH PROTECTION & RELAYING)	LS	1	\$	35,000.00	\$	35,000.00
STORM DRAIN							
WATER SUBTOTAL							
						\$	518,841.35
641-S	CONNECTION TO EXISTING WATER MAIN	EA	8	\$	4,250.00	\$	34,000.00
641-R2	WATER SERVICE AND BOX, 2" SERVICE	EA	2	\$	2,455.00	\$	4,910.00
641-R1	WATER SERVICE AND BOX	EA	48	\$	575.00	\$	27,600.00
641-P	SERVICE TAP (TAPPING SLEEVE, SADDLE, CORP STOP, AND COUPLING)	EA	48	\$	625.00	\$	30,000.00
641-O	6" TAPPING VALVE AND SLEEVE AND TAP	EA	1	\$	4,787.85	\$	4,787.85
641-L	CONCRETE FOR WATER MAIN	CY	20	\$	500.00	\$	10,000.00
641-J3	2" GATE VALVE BOX	EA	3	\$	1,088.00	\$	3,264.00
641-J2	6" GATE VALVE WITH BOX	EA	9	\$	1,835.00	\$	16,515.00
641-J1	8" GATE VALVE WITH BOX	EA	14	\$	2,121.00	\$	29,694.00
641-E	FIRE HYDRANT RESET	EA	6	\$	2,850.00	\$	17,100.00
641-D	FIRE HYDRANT ASSEMBLY	EA	2	\$	4,700.00	\$	9,400.00
641-C	DUCTILE IRON FITTINGS (WATER)	LBS	6,010	\$	12.50	\$	75,125.00
641-A5	1" K COPPER SERVICE LINE	LF	1,000	\$	29.50	\$	29,500.00
641-A4	3/4" K COPPER SERVICE LINE	LF	2,400	\$	28.30	\$	67,920.00
641-A3	2" PVC SERVICE LINE, CL 200	LF	200	\$	26.00	\$	5,200.00
641-A6	6" CLASS 350 DI WATER MAIN RESTRAINED JOINT	LF	120	\$	60.85	\$	7,302.00
641-A2	8" CLASS 350 DI WATER MAIN RESTRAINED JOINT	LF	310	\$	67.35	\$	20,878.50
641-A	8" C900 WATER MAIN	LF	2,700	\$	41.35	\$	111,645.00
260-A	FOLLOWABLE FILL (GROUT); ABANDON PIPE IN PLACE (INCLUDING PLUG)	CY	21	\$	500.00	\$	10,500.00
206-E4	REMOVAL OF EXISTING WATER VALVE/BOX	EA	14	\$	250.00	\$	3,500.00
WATER							
SANITARY SEWER SUBTOTAL							
						\$	1,345,058.00
645-W4	SEWER LATERAL CLEANOUTS (AT PLINE)	EA	50	\$	440.00	\$	22,000.00
645-W3	SEWER LATERAL COUPLINGS (AT PLINE)	EA	50	\$	268.00	\$	13,400.00

533-A3	24" STORM SEWER PIPE, RCP	LF	529	\$ 58.70	\$ 31,052.30
533-A4	36" STORM SEWER PIPE, RCP	LF	462	\$ 87.75	\$ 40,540.50
533-A5	42" STORM SEWER PIPE, RCP	LF	56	\$ 107.10	\$ 5,997.60
533-A6	48" STORM SEWER PIPE, RCP	LF	734	\$ 140.00	\$ 102,760.00
533-A7	60" STORM SEWER PIPE, RCP	LF	16	\$ 334.75	\$ 5,356.00
533-B1	29"X18" STORM SEWER PIPE, RCAP	LF	90	\$ 78.15	\$ 7,033.50
533-B2	36"X22" STORM SEWER PIPE, RCAP	LF	293	\$ 95.90	\$ 28,098.70
533-B3	51"X31" STORM SEWER PIPE, RCAP	LF	395	\$ 161.50	\$ 63,792.50
533-Z	CONNECT EXISTING PIPE TO NEW INLET (ALL SIZES)	EA	13	\$ 1,000.00	\$ 13,000.00
610-C	RIP-RAP, CLASS 3	TON	785	\$ 150.00	\$ 117,750.00
610-D	FILTER FABRIC (NON-WOVEN)	SY	1,200	\$ 4.30	\$ 5,160.00
619-A	PIPE END TREATMENT-OUTFALL	EA	1	\$ 15,000.00	\$ 15,000.00
620-A	MINOR STRUCTURE CONCRETE	CY	16	\$ 450.00	\$ 7,200.00
621-A1	JUNCTION BOX	EA	11	\$ 3,732.00	\$ 41,052.00
621-A2	JUNCTION BOX (MODIFIED OUTFALL)	EA	3	\$ 12,133.50	\$ 36,400.50
621-C1	INLET, TYPE GRATE (ALL SIZES)	EA	5	\$ 2,968.00	\$ 14,840.00
621-C2	INLET, TYPE S (ALL WINGS)	EA	9	\$ 4,129.20	\$ 37,162.80
621-C3	INLET, TYPE CURB (ALL SIZES)	EA	10	\$ 2,750.00	\$ 27,500.00
621-C4	INLET, TYPE CURB/GRATE (ALL SIZES)	EA	4	\$ 2,750.00	\$ 11,000.00
621-C5	INLET, TYPE WEIR	EA	3	\$ 3,772.50	\$ 11,317.50
999-A	DEWATERING/DIVERSION/PUMPING (STORMWATER)	LS	1	\$ 20,000.00	\$ 20,000.00
STORM SEWER SUBTOTAL					\$ 798,131.95
SIDEWALK					
206-C2	REMOVAL CONCRETE SIDEWALK (INCL. SAW CUTTING ALL DEPTHS)	SY	1,461	\$ 8.00	\$ 11,688.00
206-C3	REMOVAL OF CONCRETE DRIVEWAY (INCLUDING SAW CUTTING ALL DEPTHS)	SY	300	\$ 8.00	\$ 2,400.00
206-C4	REMOVAL & RESET BRICK PAVERS	SY	185	\$ 25.00	\$ 4,625.00
618-A	CONCRETE SIDEWALK, 4" THICK (INCL. EXCAVATION)	SY	1,461	\$ 52.00	\$ 75,972.00
618-B	CONCRETE DRIVEWAY, 6" THICK (INCLUDING EXCAVATION)	SY	300	\$ 64.00	\$ 19,200.00
618-D	HANDICAP RAMPS (ALL TYPES)	EA	29	\$ 1,800.00	\$ 52,200.00
618-E	TRUNCATED DOME INSERT, NEW CONSTRUCTION	EA	34	\$ 235.80	\$ 8,017.20
ADA SUBTOTAL					\$ 174,102.20
GAS MAIN					
206-D6	REMOVAL OF EXISTING GAS MAIN (ALL TYPES)	LF	700	\$ 15.00	\$ 10,500.00
206-E3	REMOVAL OF EXISTING GAS VALVE/BOX	EA	16	\$ 225.00	\$ 3,600.00
260-A	FLOWABLE FILL (GROUT); ABANDON PIPE IN PLACE (INCLUDING PLUG)	CY	22	500.00	\$ 11,000.00
646-A1	3/4" PE GAS SERVICE LINE (DIRECT BURY), INCLUDING TAPPING FEE AND WELD	LF	4,400	\$ 21.60	\$ 95,040.00
646-A2	3/4" PE GAS SERVICE LINE (HDD), INCLUDING TAPPING FEE AND WELD	LF	780	\$ 24.00	\$ 18,720.00

646-A3	2" PE GAS MAIN, SDR-11	LF	543	\$ 30.00	\$ 16,290.00
646-A4	4" PE GAS MAIN, SDR-11	LF	3,375	\$ 42.85	\$ 144,618.75
646-C1	PE FITTINGS, (ELECTROFUSE ALL SIZES)	EA	12	\$ 306.80	\$ 3,681.60
646-C2	PE EXCESS FLOW VALVES (EFV)	EA	41	\$ 60.00	\$ 2,460.00
646-D1	2" PE VALVES, BOX, AND BLOCKING	EA	12	\$ 203.50	\$ 2,442.00
646-D2	4" PE VALVES, BOX, AND BLOCKING	EA	8	\$ 371.70	\$ 2,973.60
646-E	HOT TAPS, MAIN (ALL SIZES)	EA	14	\$ 17,700.00	\$ 247,800.00
GAS SUBTOTAL					\$ 559,125.95
ROADWAY					
206-C1	REMOVAL ASPHALT PAVEMENT (INCL. SAW CUTTING ALL DEPTHS)	SY	8,500	\$ 12.00	\$ 102,000.00
206-D5	REMOVAL OF CONCRETE CURB (ALL TYPES)	LF	3,072	\$ 8.00	\$ 24,576.00
210-A	UNCLASSIFIED EXCAVATION (TRUCK BED MEASURE)	CY	19,555	\$ 8.50	\$ 166,217.50
210-D	BORROW EXCAVATION (TRUCK BED MEASURE)	CY	15,300	\$ 18.00	\$ 275,400.00
214-A	STRUCTURE EXCAVATION	CY	400	\$ 20.00	\$ 8,000.00
214-B	FOUNDATION BACKFILL, COMMERCIAL	CY	810	\$ 65.00	\$ 52,650.00
230-A	ROADBED PROCESSING (24' WIDTH)	STA	20	\$ 350.00	\$ 7,000.00
301-A	CRUSHED AGGREGATE BASE COURSE, TYPE B, 6" THICK	SY	8,715	\$ 16.25	\$ 141,618.75
301-B	CRUSHED AGGREGATE BASE COURSE, TYPE B, THICKNESS VARIES	TON	370	\$ 48.00	\$ 17,760.00
408-A	PLANING EXISTING PAVEMENT (DEPTH VARIES)	SY	15,050	\$ 6.00	\$ 90,300.00
429-A	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX. 165LB/SY, (INCLUDING TACK COAT)	TON	1,241	\$ 110.00	\$ 136,510.00
429-B1	IMPROVED BITUMINUS CONCRETE BINDER SURFACE, LEVELING, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX. 220LB/SY, (INCLUDING TACK COAT)	TON	270	\$ 120.00	\$ 32,400.00
429-B2	IMPROVED BITUMINUS CONCRETE BINDER SURFACE, PATCHING, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX. 220LB/SY, (INCLUDING TACK COAT)	EA	939	\$ 98.00	\$ 92,022.00
623-A	CONCRETE VALLEY GUTTER	LF	150	\$ 24.00	\$ 3,600.00
623-C	CONCRETE CURB AND GUTTER	LF	3,072	\$ 21.00	\$ 64,512.00
680-A	GEOMETRIC CONTROLS	LS	1	\$ 40,000.00	\$ 40,000.00
701-A2	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	MILE	1	\$ 7,000.00	\$ 7,000.00
701-A3	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	MILE	1	\$ 7,000.00	\$ 7,000.00
701-A4	SOLID BLUE, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE	LF	100	\$ 1.75	\$ 175.00
701-A5	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, 8" WIDE	MILE	1	\$ 8,500.00	\$ 8,500.00
701-E1	SOLID/BROKEN TEMPORARY TRAFFIC STRIPE	MILE	3	\$ 1,200.00	\$ 3,600.00
703-A	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A (INCLUDING HC SPACES)	SF	3,632	\$ 6.00	\$ 21,792.00
703-B	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	SF	200	\$ 6.00	\$ 1,200.00
703-H	SPECIALTY TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A (BIKE SYMBOLS)	EA	23	\$ 528.00	\$ 12,144.00

705-A1	PAVEMENT MARKERS, CLASS A, TYPE 2, BLUE	EA	6	\$ 10.00	\$ 60.00
705-A2	PAVEMENT MARKERS, CLASS A, TYPE 2A, WHITE	EA	250	\$ 8.00	\$ 2,000.00
705-A3	PAVEMENT MARKERS, CLASS A, TYPE 2D, YELLOW	EA	200	\$ 8.00	\$ 1,600.00
ROADWAY SUBTOTAL					\$ 1,319,637.25
ALLSITES					
600-A	MOBILIZATION	LS	1	153,605.00	\$ 153,605.00
650-A	TOPSOIL, 4" THICK (TRUCK BED MEASURE)	CY	500	\$ 18.00	\$ 9,000.00
652-A	SEEDING	ACRE	2	\$ 2,500.00	\$ 5,000.00
654-A	SOLID SODDING (MATCH EXISTING)	SY	3,000	\$ 6.00	\$ 18,000.00
659-C	ROLLED EROSION CONTROL BLANKET	SY	4,444	\$ 4.50	\$ 19,998.00
656-A	MULCHING	ACRE	2	\$ 1,400.00	\$ 2,800.00
665-E	POLETHYLENE	SY	2,000	\$ 2.00	\$ 4,000.00
656-G	SAND BAGS	EA	400	\$ 5.00	\$ 2,000.00
665-I	TEMPORARY RIP (CHECKS TO BE REUSED)	TON	150	\$ 125.00	\$ 18,750.00
665-J	SILT FENCE	LF	2,500	\$ 6.00	\$ 15,000.00
665-O	SILT FENCE REMOVAL	LF	2,500	\$ 1.50	\$ 3,750.00
665-Q	WATTLES	LF	1,000	\$ 8.00	\$ 8,000.00
674-A	CONSTRUCTION SAFETY FENCE	LF	1,000	\$ 4.00	\$ 4,000.00
740-A	TRAFFIC CONTROL, TO BE APPROVED	LS	1	\$95,000.00	\$ 95,000.00
999-B	WORK OF A SIMILAR NATURE TO BE DETERMINED BY ENGINEER (FOR CONFLICTS)	LS	1	\$125,000.00	\$ 125,000.00
ALL SITES SUBTOTAL					\$ 483,903.00

TELECOM					
999-C1	1 3/4" PE DUCT, DIRECT BUY	LF	3,000	\$ 8.80	\$ 26,400.00
999-C2	1 1/4" PE DUCT, HDD (ALL DEPTHS.48")	LF	1,000	\$ 9.80	\$ 9,800.00
999-C3	HAND HOLES, UH-3 IN SIZE	EA	4	\$ 625.00	\$ 2,500.00
TELECOM SUBTOTAL					\$ 38,700.00
PROJECT TOTAL					\$ 5,237,499.70

FAIRHOPE UTILITIES
5 year
CAPITAL SPENDING PLAN

OVERVIEW per UTILITY

- WASTEWATER TRANSMISSION and REHABILITATION \$ 6,485,000
- WATER SUPPLY AND TRANSMISSION \$ 6,230,000
- GAS MODELING AND CAST IRON REPLACEMENT \$ 5,000,000
- ELECTRIC SUBSTATION UPGRADES \$11,500,000
- FACILITY UPGRADE @ PECAN STREET BUILDING \$ 2,000,000
- **TOTAL 5 YEAR COMMITMENT \$31,215,000**

WASTEWATER PROJECTS and COSTS PHASE II October 2019 thru September 2020

• SOUTH SECTION LIFT STATION & FORCE MAIN	\$ 1,250,000
• 1. New Lift Station South of Public Works	
• 2. New Force Main to Church and Fels Ave.	
• FAIRHOPE AVENUE FORCE MAIN EXT.	\$ 750,000
• 1. Force Main From Ingleside @ Fairhope Ave to Hwy 181	
• 2. Force Main From Fairhope Avenue @ C.R.13 to HWY 104	
TOTAL WASTEWATER IMPROVEMENTS (PHASE II)	\$ 2,000,000

WASTEWATER PROJECTS and COSTS

PHASE III

June 2020 thru October 2021

• NORTH SECTION STREET LIFT STATION	\$ 300,000
• 1. Upgrade pump capacity and Wet Well Volume	
• 2. New Force Main from Lift Station to Outfall @ Bayou Drive	
• MISC. LIFT STATION UPGRADES	\$ 1,000,000
• 1. Thompson Hall LS, Grand Hotel LS, Rohr, Quail Creek 1	
• MISC. FORCE MAIN EXTENSIONS	\$ 750,000
• CR 48, Hwy. 181, Lawrence Road	
• CONTINGENCIES	\$ 500,000
• TOTAL WASTEWATER IMPROVEMENTS (PHASE III)	\$ 2,550,000

WASTEWATER IMPROVEMENT SUMMARY

• PHASE I	\$ 1,935,000
• PHASE II	\$ 2,000,000
• PHASE III	\$ 2,550,000
• TOTAL ALL IMPROVEMENTS	\$ 6,485,000

WATER PROJECTS

OCTOBER 2018 THRU MAY 2022

• COMPLETE MAPPING UDATES AND MODEL WATER SYSTEM	\$ 75,000
• COMPLETE AQUIFER ANALYSIS for WELL FIELD CAPACITY	\$ 25,000
• WATER TRANSMISSION SYSTEM IMPROVEMENTS	\$ 1,500,000
• WATER PRODUCTION FACILITY	\$ 3,250,000
• COMPLETE FAIRHOPE AVE. TANK PAINTING PROJECT	\$ 1,000,000
• CONTINGENCIES	\$ 500,000
• TOTAL WATER IMPROVEMENTS	\$ 6,350,000

GAS SYSTEM PROJECTS and COSTS OCTOBER 2018 THRU OCTOBER 2023

• MAPPING UPDATES, MODELING and CLASS LOCATION ANALYSIS (YEAR 1)	\$ 75,000
• CAST IRON REPLACEMENT (YEAR 2)	\$ 1,000,000
• CAST IRON REPLACEMENT (YEAR 3)	\$ 1,000,000
• CAST IRON REPLACEMENT (YEAR 4)	\$ 1,000,000
• CAST IRON REPLACEMENT (YEAR 5)	\$ 1,000,000
• SYSTEM IMPROVEMENTS; CAPACITY RELATED (YEAR 2)	\$ 250,000
• SYSTEM IMPROVEMENTS; DISTRIBUTION INTEGRITY RELATED (YEAR 2 AND 3)	\$ 750,000
• TOTAL GAS IMPROVEMENTS	\$ 5,075,000

ELECTRIC PROJECT and COSTS OCTOBER 2018 THRU SEPTEMBER 2021

- **ELECTRIC SUBSTATION UPGRADES**
- NEW SUBSTATION (NICHOLS AVENUE AND CHURCH STREET REPLACEMENT)
- DISTRIBUTION LINE MODIFICATIONS
- TWIN BEECH TRANSMISSION SUBSTATION UPGRADES
- FAIRHOPE AVENUE SUBSTATION UPGRADES
- VOLANTA AVENUE SUBSTATION UPGRADES
- **CASH FLOW REQUIREMENTS**
- FISCAL YEAR 2018 – 2019 \$ 1,500,000
- FISCAL YEAR 2019 – 2020 \$ 6,500,000
- FISCAL YEAR 2020 – 2021 \$ 1,250,000
- RELOCATION OF FAIHOPE AVENUE SUBSTATION (AT COUNCIL'S DISCRETION) \$ 1,000,000

- **TOTAL ELECTRIC IMPROVEMENTS (SUBSTATIONS) \$ 10,250,000**
- **MISC. IMPROVEMENTS, POLE REPLACEMENT CIRCUIT UPGRADES \$ 1,500,000**
- **TOTAL ELECTRIC IMPROVEMENTS AND UPGRADES (5 YEAR PLAN) \$ 11,750,000**

CASH FLOW REQUIREMENT ALL UTILITIES

• FISCAL YEAR 2018 – 2019	\$ 3,675,000
• WASTEWATER	\$ 1,500,000
• WATER	\$ 100,000
• GAS	\$ 575,000
• ELECTRIC	\$ 1,500,000
• FISCAL YEAR 2019 – 2020	\$ 12,175,000
• WASTEWATER	\$ 2,500,000
• WATER	\$ 1,750,000
• GAS	\$ 1,425,000 ✓
• ELECTRIC	\$ 6,500,000
• FISCAL YEAR 2020 – 2021	\$ 7,500,000
• WASTEWATER	\$ 1,750,000
• WATER	\$ 2,500,000
• GAS	\$ 1,000,000
• ELECTRIC	\$ 2,250,000
• FISCAL YEAR 2021 – 2022	\$ 3,635,000
• WASTEWATER	\$ 385,000
• WATER	\$ 1,500,000
• GAS	\$ 1,000,000
• ELECTRIC	\$ 750,000
• FISCAL YEAR 2022 – 2023	\$ 2,230,000
• WASTEWATER	\$ 350,000
• WATER	\$ 380,000
• GAS	\$ 1,000,000
• ELECTRIC	\$ 500,000

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 approve Migration of Cellular Services from Verizon, Inc. to First Net Enhanced through AT&T Corporate Digital Advantage Program for the IT Department. This is a Sole Source service through AT&T and will be contracted for a period of three years; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The cost will be \$9,926.50 per month with an annual cost of \$119,118.00.

Adopted on this 28th day of May, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 5/15/2020

Please return this Routing Sheet to Treasurer by: ASAP

[Handwritten Signature]

Project Name: Approval of migration of cellular services to First Net Enhanced through AT&T Corporate Digital Advantage program

Project Location: Citywide

Presented to City Council: 5/28/2020

Funding Request Sponsor: Jeff Montgomery, Director of Information Technology

Project Cash Requirement Requested:
Cost: \$ 119,118.00 \$9,926.50 Per month, plus any government taxes and fees

Vendor: AT&T Corporate Digital Advantage

Project Engineer: n/a

Order Date: n/a

Resolution # :
Approved _____
Changed _____
Rejected _____

Lead Time: n/a

Department Funding This Project									
General	Gas	Electric	Water	Sewer	Gas Tax	Cap Prod	Impact	Health	
Department of General Fund Providing the Funding									
Admin-10	Bldg-13	Police-15	Fire-20	ECD-24	Rec-25	Civic-26	Street-35	Sanitation-40	
Fac Maint-45	Golf-50	Golf Grounds-55	Museum-70		Debt Service-85				

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Expense Code: XXXX-50380
G/L Acct Name: Communications

Project Budgeted: \$ 119,118.00
Balance Sheet Item-
Included in projected
cash flow \$0.00

Over (Under) budget amount: \$ -

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Grant: _____ Federal - not to exceed amount
_____ State
_____ City
\$0.00 Local

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

Capital Lease: _____ Payment _____ Term _____

Comments: This is a sole source service through AT&T and will be contracted for a period of three (3) years. The cost of this programs will be \$9,926.50 monthly which is \$119,118.00 annually. This includes bill credits and trade in of old equipment to be appraised. There are also 90 subscription to Fleet Complete Trackers and 90 FirstNet 10 MB data plans included.

City Council Prior Approval/Date? _____

<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
Purchasing Memo Date: <u>5/11/2020</u>	Purchasing Memo Date: <u>5/11/2020</u>	Delivered To Date: <u>5/15/2020</u>
Request Approved Date: <u>5/15/2020</u>	Request Approved Date: <u>5/15/2020</u>	Approved Date: _____
Signatures: <u>Kim Creech</u>	<u>Jill Cabaniss, MPA</u>	<u>Mayor Karin Wisch</u>



MEMO

Karin Wilson
Mayor

To: Kimberly Creech, Treasurer

From: Delores A Brandt
Delores A Brandt, Purchasing Manager

Council Members:

Kevin G. Boone
Robert A. Brown
Jack Burrell, ACOMO
Jimmy Conyers
Jay Robinson

Date: May 11, 2020

Re: **Greensheet --CC approval of the budgeted under \$10,000 migration of cellular services from Verizon, Inc to FirstNet Enhanced through AT&T Corporate Digital Advantage Program for IT Department for the City of Fairhope**

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

The Director of IT, Jeff Montgomery, is requesting approval of migration of cellular services to **FirstNet** which will provide a dedicated network to first responders nationwide for use in disaster, emergencies, and daily public safety work inclusive of dedicated public safety broadband voice, data, apps, and solutions. The FY2020 budgeted amount is for Verizon Services, which will be disconnected as we migrate to the FIRSTNET, a program provided by AT&T Corporate Digital Advantage and Fleet Complete.

This is a Sole Source service through ATT and will be contracted for a period of THREE (3) years. The cost of this programs will be NINE THOUSAND NINE HUNDRED TWENTY-SIX DOLLARS AND FIFTY CENTS (\$9,926.50) monthly which is \$119,118.00 annually for three years. This includes Bill Credits and trade in of old equipment to be appraised and credited. There are also 90 subscriptions to Fleet Complete Trackers and 90 FIRSTNET 10MB data plans included.

NOTES: See Attached Vendor CUT-SHEET printout for details.

Please compose a greensheet and place on the next available City Council Agenda this request to approve this budgeted procurement for migration of cellular services and acquisition of cellphones and equipment to the FIRSTNET program with AT&T at a price of \$9926.50 per month.

CC: file, Jeff Montgomery

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

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

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Jeff Montgomery
Department: IT

Date: 4/29/2020

ITEM OR SERVICE INFORMATION

1. **What item or service do you need to purchase?** Migration to FirstNet for Cellular
2. **What is the total cost of the item or service?** \$9,925.50
3. **Where will the item or service be physically located?** Click or tap here to enter text.
4. **What is the primary function of the item or service?** Cellular
5. **How many do you need?** See attached for Device list
6. **Item or Service Is:** New Used Replacement Annual Request
7. **When do you anticipate implementation?** 5/15/2019
8. **Additional Information or Comments:** Click or tap here to enter text.

BUDGET INFORMATION

1. **Is it budgeted?** Yes No Emergency Request
2. **If budgeted, what is the budgeted amount?** Money was budget for Verizon. We will disconnect all Verizon devices as we migrate to FirstNet
3. **What is the Capital Project Name or Operating Budget Code:** All Departments - 50380
4. **Check any applicable boxes:** State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

Email completed form with quotes or other supporting documentation to deedee.brandt@fairhopeal.gov and jennifer.bush@fairhopeal.gov.

PURCHASING USE ONLY

Vendor Name: Click or tap here to enter text.

Vendor Number: Click or tap here to enter text.

Current Business License: Yes No



January 22, 2020

City of Fairhope
161 N Section St
Fairhope, AL 36532

Dear Mayor Wilson,

On October 10, 2017, Governor Ivey signed a letter confirming Alabama's decision to participate in the Nationwide Public Safety Broadband Network ("NPSBN" or "FirstNet") as proposed by the First Responder Network Authority. The purpose of FirstNet is to provide a dedicated network to first responders nationwide for use in disasters, emergencies, and daily public safety work inclusive of dedicated public safety broadband voice, data, apps, and solutions.

The First Responder Network Authority's statutory responsibility (Title VI of the Middle-Class Tax Relief Act) to establish FirstNet includes the Core Network and the Radio Access Network (RAN) in each state or territory based on a, national network architecture. In particular, the Act made the First Responder Network Authority the sole entity responsible for engaging a carrier (AT&T) to deploy the Core Network to serve public safety users nationwide. Consistent with the Act, and following public notice and comment, the First Responder Network Authority determined that the deployment of a national network architecture with a Core Network dedicated to public safety users across the country would reduce the risk of complications inherent in a broader network architecture – such as operational complexity, security complexity, and increased latency. The FirstNet Core, which was available March 2018, will have built-in redundancy, and provide end-to-end cybersecurity and encryption. As a part of a five-year roadmap, the FirstNet experience will include broadcast technology and z-Axis location-based services to first responder subscribers nationwide.

In 2017, the First Responder Network Authority entered a public-private partnership with AT&T to build and operate FirstNet. No other entity can provide the services with the FirstNet experience, other than the Authority's sole private-sector partner, AT&T. On this platform, first responder users will receive priority, preemption, and quality of service across all of AT&T's commercial 4G-LTE spectrum as well as the First Responder Network Authority's band of service, Band 14 (758-768 MHz and 788-798 MHz). FirstNet is the only solution that provides its authorized users with access to dedicated and highly secure public safety band of service. Finally, subscribers to FirstNet broadband services have exclusive access to the FirstNet Apps and Solutions Ecosystem within the highly secure core network that are not available to non-subscribers/users that use broadband voice/data services, applications, and solutions on other commercially available networks.

For these reasons, we believe FirstNet services are uniquely tailored to City of Fairhope needs and intended use. Further, other services cannot comparably meet the objectives of the public safety entities in the State.

Therefore, in furtherance of Governor Ivey's decision to participate in the Nationwide Public Safety Broadband Network, AT&T is requesting that City of Fairhope



enter into a "sole source" agreement with AT&T so that Alabama's state and local first responders have the ability to procure and realize the benefits of the unique services available from FirstNet.

Should you have any questions please feel free to contact me.

Regards,

Philip Roper



Location Account ID: 66252212430

AT&T CORPORATE DIGITAL ADVANTAGE AGREEMENT
VERSION 12-A

City of Fairhope			251-990-0100
Customer Legal Name ("Customer")	D/B/A		Main Telephone Number
161 N Section St.	Fairhope	AL	36532
Street Address	City	State	ZIP Code
Mayor Karin Wilson	Karin.wilson@fairhopeal.gov		251-990-0100
Primary Contact Name and Email Address			Primary Contact Telephone Number

Check one: Corporation Partnership Limited Liability Corporation/Partnership Other

State of Formation: _____ Effective Date: _____
(To be completed by AT&T only)

Agreement: This AT&T Corporate Digital Advantage Agreement between Customer, on behalf of itself and as agent for its Affiliates, and AT&T Mobility National Accounts LLC ("AT&T"), on behalf of itself and as agent for the Carriers, consists of (a) this Cover Page, (b) the attached AT&T Corporate Digital Advantage Program Description (the "Program Description"), (c) the General Terms and Conditions in effect on the Effective Date and found at the Program Website ("General Terms and Conditions"), and (d) all AT&T materials incorporated by reference in the foregoing, such as applicable Attachments found at the Program Website and Sales Information, and the AT&T Acceptable Use Policy found at www.att.com/legal/terms.aup.html (collectively, the "Agreement").

Program Website: www.att.com/cda

Term: The Agreement is for an initial term beginning on the Effective Date and continuing for a period of:

Two years Three years Four years Five years

At the end of this initial term, the Agreement will automatically renew for successive one year terms unless either party gives the other party notice of its intent not to renew at least 90 days prior to the end of the then current term.

By signing below, the parties agree to be bound by the terms and conditions of the Agreement.

City of Fairhope, on behalf of itself and its Affiliates:

By (Authorized Signature): _____

Print Name and Title of Person Signing: _____

Date: _____

AT&T Mobility National Accounts LLC, on behalf of itself and the Carriers:

By (Authorized Signature): _____

Print Name and Title of Person Signing: _____

Date: _____

AT&T CORPORATE DIGITAL ADVANTAGE AGREEMENT

PROGRAM DESCRIPTION

1. **Service.** AT&T, through Carriers, will provide Service to Customer, its Affiliates and their respective Employees. Employees may receive Service under the Agreement as CRUs or IRUs.

2. **Corporate Digital Advantage Program Eligibility Requirements.**

2.1 **Eligibility Requirements.** Customer must at all times meet the following program eligibility requirements in AT&T Markets:

2.1.1 **Minimum End User Requirement.** Customer must have at least 6 End Users receiving Service at all times.

2.1.2 **Minimum Revenue Requirement.** Customer must generate Service Revenue of at least \$3,000 per Term Year.

2.2 **Program Components.** In the event customer fails to comply with the eligibility requirements of §2.1, Customer is no longer eligible for the Service Discount or any other program components, and AT&T may immediately discontinue provisioning all such program components in addition to pursuing any other remedies available under the Agreement.

3. **Service Discount and Monthly Volume Contribution.**

3.1 **Generally.** Subject to the restrictions set forth in this Section, AT&T will provide Customer with the Service Discount specified in Table 3.1 below based on Customer's Monthly Volume. All Qualified Charges incurred by Customer, its Affiliates and their respective CRUs in AT&T Markets contribute towards the Monthly Volume. **AT&T may restrict certain Plans or certain other discount programs from either contributing to Customer's Monthly Volume or qualifying for the Service Discount or both. AT&T will advise Customer if such restrictions apply.** AT&T will only apply the Service Discount to the Monthly Service Charge of eligible Voice Service and Wireless Data Service Plans. It may take several billing cycles for the Service Discount to be applied.

**Table 3.1
Service Discount**

Monthly Volume	Service Discount for CRUs	Service Discount For IRUs
\$250 - \$3,749	8%	8%
\$3,750 - \$7,999	9%	9%
\$8,000 - \$32,999	10%	10%
\$33,000 - \$57,999	11%	11%
\$58,000 - \$307,999	13%	13%
\$308,000 - \$390,999	14%	14%
\$391,000 - \$499,999	15%	14%
\$500,000 - \$665,999	16%	14%
\$666,000 - \$915,999	17%	14%
\$916,000 and higher	18%	14%

4. **Sponsorship Program.** Employees may elect to participate in the Sponsorship Program as IRUs. Employees must be validated in order to become IRUs, and any Employees not so validated will not be IRUs under the Agreement and will not receive corresponding program benefits.

4.1 **Sponsorship Program Activation Processes and Procedures.** Each IRU participating in the Sponsorship Program: (a) must enter into, and be individually responsible for complying with an IRU Service Agreement including, without limitation, the corresponding obligations to comply with all of the terms and conditions of the chosen Plan and to pay all charges incurred under the IRU Service Agreement; and (b) must follow the activation, validation, migration, upgrade and related policies, procedures and processes established by AT&T from time to time, including without limitation paying any applicable enrollment fees.

4.2 Sponsorship Program Features. Under the Sponsorship Program: (a) IRUs may choose from select Plans available to Customer within each AT&T Market (provided they qualify for the chosen Plan); (b) IRUs will receive the MSC Service Discount in accordance with §3 of the Program Description; (c) Qualified Charges incurred by IRUs will contribute to Customer's Monthly Volume in accordance with §3 of the Program Description; and (d) IRUs and their usage will contribute to Customer's eligibility requirements set forth in §2 of the Program Description.

4.3 Marketing Assistance. Customer will assist AT&T in obtaining Employees' participation in the Sponsorship Program as follows:

- Posting and maintaining a hyperlink from Customer's intranet site for Employee-related benefits to the att.com landing page established for Customer's IRUs;
- Posting AT&T-provided Sponsorship Program flyers or digital signage in break room(s) and/or other Employee common area(s) of Customer's main campus at least once per calendar quarter;
- Permitting AT&T sales representatives to participate in two (2) "onsite events" per year at the Customer's main campus, the date and time of which shall be mutually agreed upon by the parties; and
- Any other mutually agreed upon marketing efforts, which shall be documented in a writing signed by both parties.

5. Financial Responsibility. Customer must pay for all charges incurred under the Agreement, regardless of whether such charges were incurred by Customer, its Affiliates or their respective CRUs. Customer is not liable for any charges incurred by IRUs under this Agreement or any IRU Service Agreement.

6. Invoicing Options. With respect to Service, Customer will have the invoicing options set forth in this §6.

6.1 Consolidated Invoicing. Under consolidated invoicing, AT&T will provide an online invoice to Customer each month that consolidates all CRUs' Service charges for the preceding monthly billing cycle, except as may otherwise be noted in applicable online or printed terms and conditions of an AT&T offer, product, service, or Plan. This invoicing method is only available through Premier. Consolidated invoicing is not offered in conjunction with Corporate Responsibility User invoicing. Customer must promptly notify AT&T of any Numbers to be added or deleted from Customer's online invoice.

6.2 Corporate Responsibility User Invoicing. Under Corporate Responsibility User invoicing, AT&T will provide invoices to Customer's CRUs each month that set forth such CRUs' Service charges for the preceding monthly billing cycle. Corporate Responsibility User invoicing is not offered in conjunction with consolidated invoicing.

7. Cancellation Fee. In the event AT&T offers and Customer elects to purchase Equipment with a service commitment, the service commitment begins either on the date (a) the Equipment is activated with a new CRU line of Service or (b) an existing CRU line under the Agreement is upgraded to the Equipment (with or without a migration to a different Plan). For each CRU that is terminated from Service more than 30 days after activation but prior to the expiration of the applicable service commitment, Customer agrees to pay AT&T with respect to each device identifier or Number assigned to such CRU, in addition to all other amounts owed, a Cancellation Fee in the amount specified below ("Cancellation Fee"). The Cancellation Fee for certain specified Equipment (e.g., smartphones) will be \$325 minus \$10 for each full month toward the service commitment that the CRU completes. (For a complete list of the specified Equipment, check www.att.com/equipmentETF.) Otherwise, the Cancellation Fee will be \$150 minus \$4 for each full month toward the service commitment that the CRU completes. The Cancellation Fee is not a penalty, but rather a charge to compensate AT&T for Customer's failure to satisfy the service commitment. For the avoidance of doubt, Customer will not pay any Cancellation Fee(s) under one of AT&T's device installment plan pricing options described in the applicable online Attachment found at the Program Website). Customer acknowledges and agrees that porting a CRU's Number to a non-AT&T service provider before the end of the applicable service commitment constitutes a termination subject to this Cancellation Fee. Customer may terminate a CRU's Service within the first 30 days after activation without incurring a Cancellation Fee, but equipment restocking or other fees may apply. Customer should refer to AT&T's returns policy at www.wireless.att.com/cell-phone-service/legal/return-policy.jsp, or such other site as AT&T may designate from time to time, for additional details.

8. Customer's Affiliates. Customer agrees that any of its Affiliates receiving Service under the Agreement meet, and will continue to meet throughout the term of the Agreement, the definition of "Affiliate" set forth in the General Terms and Conditions.

9. Resale and Other Prohibited Uses. Customer, its Affiliates (if applicable) and their respective CRUs are not permitted to resell, reproduce, retransmit, or disseminate Service or any other program components to third-parties whether directly or indirectly including, without limitation, through machine to machine transmissions.

10. **Definitions.** In addition to terms defined elsewhere, these terms have the following meanings in the Agreement:

10.1 “**CRU**” and “**Corporate Responsibility User**” mean an Employee receiving Service under Customer’s account.

10.2 “**Effective Date**” means the effective date of this Agreement.

10.3 “**Employees**” means Customer’s or its Affiliates current, validated personnel receiving Federal W-2 or K-1 tax treatment.

10.4 “**End Users**” means CRUs and IRUs, collectively.

10.5 “**IRU**” and “**Individual Responsibility User**” mean an Employee receiving Service under an individual account in accordance with the Sponsorship Program.

10.6 “**IRU Service Agreement**” means a separate wireless service agreement between an IRU and AT&T for Service, Equipment and related matters.

10.7 “**Monthly Service Charge**” means the set fee charged monthly for use of the Service available with a particular Plan (i.e., the monthly “plan charge”, not the monthly per device “access charge”, if any).

10.8 “**Monthly Volume**” means the monthly volume of Qualified Charges for purposes of determining the Service Discount.

10.9 “**Non-Qualified Charges**” refers to the following charges: (a) charges for long distance service, (b) all charges for local landline interconnect, toll services and other charges arising from or related to wireless operators providing long distance service, (c) monthly access charges related to AT&T’s abbreviated dialing code product, (d) all charges for Equipment, (e) roaming charges if not using AT&T’s wireless network, (f) charges for other goods and services that Customer, a CRU and/or an IRU authorizes to be charged through the wireless bill; (g) shipping and handling charges; (h) all Taxes; and (i) all other charges not described as “Qualified Charges” herein.

10.10 “**Qualified Charges**” refers to the following undiscounted Service charges: (a) one-time charges for AT&T Mobile Services activation and conversion, (b) the Monthly Service Charge, (c) home wireless usage charges, (d) roaming charges incurred by Numbers provisioned from AT&T Markets while roaming in other AT&T Markets and using AT&T’s wireless network, (e) charges for detail billing, (f) charges for tethering if using AT&T’s wireless network, (g) charges for additional wireless service features such as voice mail if using AT&T’s wireless network, but excluding enhanced features such as directory assistance or fee-based information services, and (h) monthly recurring access charges for qualified Supplemental Services identified at att.com/abs-addtl-terms from time to time.

10.11 “**Service Discount**” means a monthly discount on eligible AT&T Mobile Services, applied to an End User’s Monthly Service Charges as described in this Program Description.

10.12 “**Service Revenue**” means revenue from Qualified Charges realized by AT&T.

10.13 “**Term Year**” means any year of the term of the Agreement, including any renewal year.

11. **Custom Plans.**

11.1 **Custom FirstNet Mobile Plans – Agency Paid.** Provided the Customer remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §11 (including all sub-sections and Tables), AT&T will provide Customer and its eligible CRUs the custom FirstNet Mobile Plans described in 11.1 (the “Custom FirstNet Mobile Plans”). The Custom FirstNet Mobile Plans are available for the term of the Agreement. The corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Plan. The Custom FirstNet Mobile Plans are not available to IRUs or to individuals eligible to purchase the subscriber paid versions of FirstNet Mobile Plans. In accordance with the Agreement, the Custom FirstNet Mobile Plans are subject to the applicable, standard FirstNet Mobile-Pooled and Mobile-Unlimited Plans’ corresponding Sales Information, which are incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §11.1 and the applicable Sales Information, this §11.1 will control. Notwithstanding the foregoing, the Custom FirstNet Mobile Plans will be provided only if Customer’s account is active and in good standing with respect to the applicable CRU. The Custom FirstNet Mobile Plans are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T’s customers.

For all Custom FirstNet Mobile Plans, the corresponding Plan's Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

**TABLE 11.1.1
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR SMARTPHONES**

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	\$15.99 MSC*	\$26.50 MSC	\$39.00 MSC	\$225.00 MSC	\$408.00 MSC	\$1,915.00 MSC	\$3,680.00 MSC
For use with a subsidized device	\$35.99 MSC	\$46.50 MSC	\$59.00 MSC	\$245.00 MSC	\$428.00 MSC	\$1,935.00 MSC	\$3,700.00 MSC

*MSC means Monthly Service Charge

**TABLE 11.1.2
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR FEATURE PHONES**

Add-a-Line For use with an unsubsidized device	\$10.99 Monthly Service Charge
Add-a-Line For use with a subsidized device	\$22.99 Monthly Service Charge

**TABLE 11.1.3
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR DATA-ONLY DEVICES**

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	\$12.00 MSC*	\$21.00 MSC	\$34.00 MSC	\$220.00 MSC	\$405.00 MSC	\$1,910.00 MSC	\$3,675.00 MSC
For use with a subsidized device	\$22.00 MSC	\$31.00 MSC	\$44.00 MSC	\$230.00 MSC	\$415.00 MSC	\$1,920.00 MSC	\$3,685.00 MSC

*MSC means Monthly Service Charge

**TABLE 11.1.4
CUSTOM FIRSTNET MOBILE-UNLIMITED PLANS**

	Unlimited Enhanced for Smartphones	Unlimited Standard for Smartphones	Unlimited for Data-only Devices
Monthly Service Charge	\$44.99	\$39.99	\$37.99

**TABLE 11.1.5
CUSTOM FIRSTNET ENHANCED PTT ONLY PLANS**

Unlimited FirstNet Enhanced PTT Only Plan for use with an unsubsidized, compatible Feature Phone	\$9.99 Monthly Service Charge
Unlimited FirstNet Enhanced PTT Only Plan for use with a subsidized, compatible Feature Phone	\$17.99 Monthly Service Charge

**TABLE 11.1.6
CUSTOM FIRSTNET ENHANCED PTT BOLT-ON PLAN**

Unlimited FirstNet Enhanced PTT Bolt-On Plan for use with eligible, compatible Smartphones, Feature Phones and Tablets	\$2.00 Monthly Service Charge
---	----------------------------------

11.2 Custom FirstNet Mobile Plans – Subscriber Paid. In addition to FirstNet Mobile Plans available to Customer and its CRUs, AT&T offers a subscriber paid version of such plans to eligible individuals associated with a Primary User Public Safety Entity. Customer hereby authorizes AT&T to provide such individuals with the discounts set forth in §11.2 (the "Custom FirstNet Mobile Subscriber Paid Plans"). Customer must remain eligible for the Custom FirstNet Mobile Plans described in §11.1 for the Custom FirstNet Mobile Subscriber Paid Plans to apply. The corresponding subscriber must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Subscriber Paid Plan. The Custom FirstNet Mobile Subscriber Paid Plans are not available to Customer, its CRUs, or its IRUs. For all Custom FirstNet Mobile Subscriber Paid Plans, the corresponding Plan's Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

**TABLE 11.2.1
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID PLANS – RESPONDER PLANS**

	For use with Smartphone 2GB	For use with Smartphone 5GB	For use with Feature Phone 100MB	For use with Tablet 2GB	For use with Tablet 5GB
Monthly Service Charge	\$26.50	\$39.00	\$10.99	\$21.00	\$34.00

**TABLE 11.2.2
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID – RESPONDER UNLIMITED PLANS**

	Unlimited Smartphone Plan (without tethering)	Unlimited With Tethering Smartphone Plan	Unlimited with Tethering Tablet Plan
Monthly Service Charge	\$39.99	\$44.99	\$37.99

11.3 Custom Equipment Pricing. Custom Equipment Offer. The Custom Equipment Offer (a) requires activation with new FirstNet Service; (b) does not include applicable Taxes, (c) may not be combined with any other available Equipment Discount, promotions or offers otherwise available to Participating Entities including, without limitation, the Equipment Discount set forth in the Agreement; (d) is not available through a separate data solutions provider; and (d) remains subject to availability limitations. The Custom Equipment Offer is not available to IRUs or to individuals eligible to purchase the subscriber paid versions of FirstNet Mobile Plans.

**Table 11.3
Custom Equipment Offer****

CUSTOM EQUIPMENT	EQUIPMENT PRICE*	CONDITIONS
iPhone 7 32 GB iPhone 6s 32 GB Galaxy S7 32 GB Duraforce XD (6790) 16GB	\$0.99	Must be activated with a FirstNet Smartphone Plan with an MSC of \$39.00 or higher
XP5s 8GB	\$0.99	Must be activated with a FirstNet Voice Only Plan with an MSC of \$31.00 or higher
Velocity 2	\$0.99	Must be activated with a FirstNet Data Only Plan with an MSC of \$22.00 or higher
DURA XE(E4710) 8 GB	\$0.99	Must be activated with a FirstNet Voice Plan with an MSC of \$22.00 or higher
AT&T Velocity USB Stick	\$0.99	Must be activated with a FirstNet Data Only Plan with an MSC of \$22.00 or higher
Nighthawk	\$40.00	Must be activated with a FirstNet Data Only Plan with an MSC of \$40.00 or higher
XP8 32GB	\$149.99	Must be activated with a FirstNet Smartphone Plan with an MSC of \$50.00 or higher
Galaxy S8 64 GB	\$99.99	Must be activated with a FirstNet Smartphone Plan with an MSC of \$39.00 or higher

*Applicable Taxes will be charged

11.4. Accessory Discounts

AT&T will make available Accessory Discounts as described below. Accessory Discounts are applicable only to select phone and tablet accessories identified as discount-eligible at point of sale, which are determined solely by AT&T and may vary from time to time. Accessory Discounts may not be combined with any other promotional accessory pricing or offers.

Accessory Discount for CRUs
30%

12. Miscellaneous.

12.1 Waiver of Shipping Fees. During the initial term of this Agreement, AT&T will waive standard shipping fees with respect to Customer's Equipment purchases for CRUs. The shipping carrier used will be at AT&T's sole discretion.

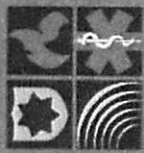
12.2 Waiver of Upgrade Fees. AT&T will waive standard upgrade fees with respect to Customer's Equipment purchases for CRUs.

12.3 Waived Cancellation Fee. Provided Customer remains in full compliance with the Agreement, AT&T will waive the Cancellation Fee with respect to each CRU who activated Service with a two-year CRU Term. Notwithstanding the foregoing, no waived Cancellation Fee will be provided if Customer's account is not active and in good standing with respect to the applicable CRU. Waived Cancellation Fees are not available to IRUs.

12.4 Waiver of Activation Fees. During the initial term of this Agreement, AT&T will waive the \$40 start of service charge (also known as the "Activation Fee") with respect to Customer's eligible CRUs activating new Service on available Voice Service Plans and Wireless Data Service Plans listed at the "Plans" page of the Program Website.

12.5 Equipment Upgrade. AT&T will allow equipment upgrades to CRUs on Equipment upgrades if that CRU has been active on Service for the previous twenty-four (24) consecutive months.

13. Incorporation of Agreement. The terms, conditions and defined terms set forth in all documents comprising the Agreement including, without limitation, the Cover Page, this Program Description, the General Terms and Conditions, and other applicable online terms and conditions, apply throughout all such documents.



FirstNet[®]

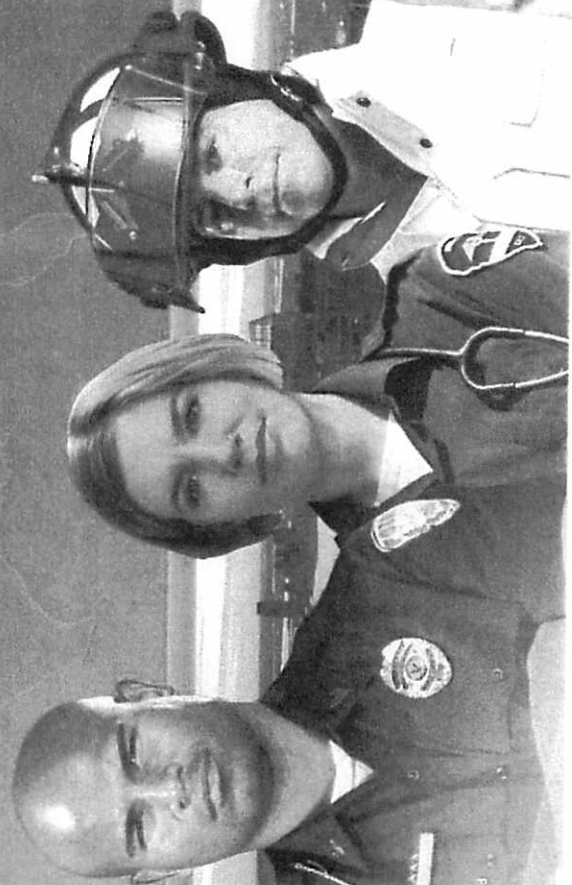
FAIRHOPE
Alabama

www.firstnet.gov

www.firstnet.com

Call us at 24/7/365 at 800-574-7000

FNCustomerService@amcustomercare.att-mail.com



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CITY OF FAIRHOPE PUBLIC SAFETY Fan: 58746773 Wireless BAN: 287296790651

Daryl Wise

FirstNet Solutions Consultant

850-501-0474 dw224a@att.com

Philip Roper

Business Acquisition Gulf Coast Team

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Matt Coker

Client Solutions Executive

251-508-6094 mc954s@att.com

Annette Authement

Client Solutions Executive

205-417-5094 va2363@att.com

FirstNET Support 24/7/365 at 800-574-7000

FNCustomerService@amcustomercare.att-mail.com

www.FirstNet.gov

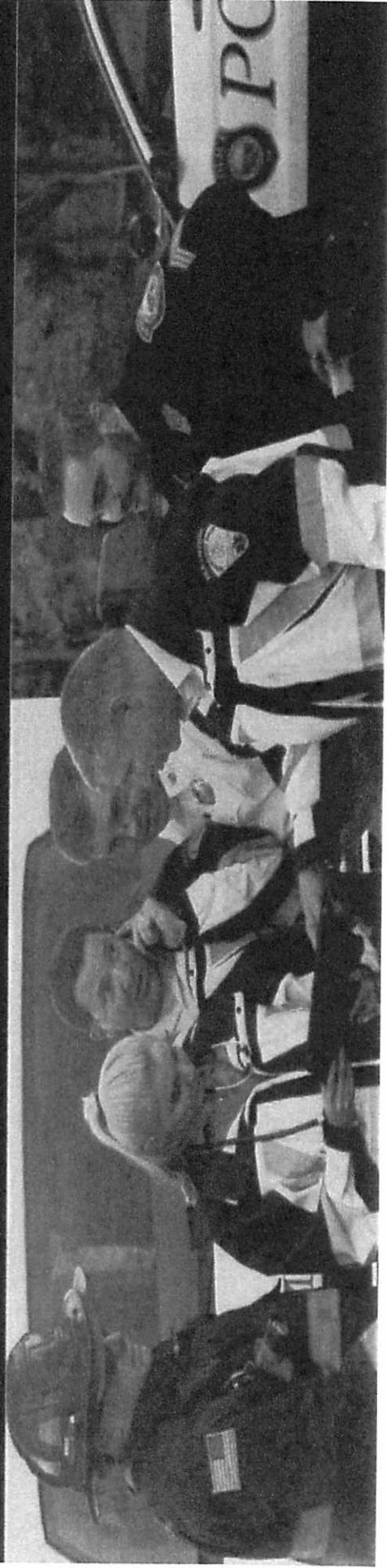
FirstNET Support 24/7/365 at 800-574-7000
FNCustomerService@amcustomerare.att-mail.com

www.FirstNet.com

WHAT IS QPP, AND WHY DOES PUBLIC SAFETY NEED IT?

QPP : QoS – Priority - Preemption

- **Q**uality of Service (QoS): establishes min/max service quality parameters
- **P**riority: Gives users preferred access to network resources
- **P**reemption: Terminates or relocates lower priority users to provide primary users with access



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FirstNet™

iPhone Xs



Samsung Galaxy S9



Sonim XP5S



Sonim XP8



Cradlepoint COR
IBR900-1200M Vehicle
Router



Cradlepoint
AER2200-1200M Branch
Router



Cradlepoint
MC400-1200M Modular
Modem



iPhone XR



TOUGHBOOK 33



Cradlepoint COR
IBR1700-1200M Vehicle
Router



Dell Latitude 7424
Rugged Extreme



Dell Latitude 5424
Rugged



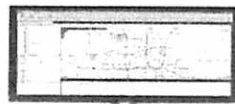
Inseego Global Modem
USB800



Samsung Galaxy Note9 Nighthawk LTE Mobile
Hotspot Router



3 SOLUTIONS ON 1 PLATFORM



Fleet Complete PC Application

AT 4G LTE Complete solution for the rugged smartphone user

MP 3.0 App

Hardware Mobile Router with MP 3.0 App

MP 3.0 App



Fleet Tracker
MC400-600M or MC400-1200M



Asset Tracker
AT1000



Handset Solutions
Samsung & Apple Tracker 1000



Cradlepoint
MC400-600M Modular
Modem

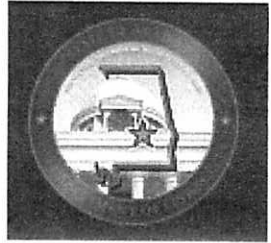


Samsung Galaxy Tab A



iPad Pro (11-inch)

Monthly FirstNET State of AL Pricing



Unlimited SMARTPHONE PLAN

Unlimited Talk, Text, and Data

\$39.⁹⁹/mo * Add Hot Spot for +\$5 ** EPTT +\$2

Rugged Feature Phone PLAN

Unlimited Voice, EPTT & Text

\$24.⁹⁹/mo

Data Only PLAN

Unlimited Data

\$37.⁹⁹/mo * Routers, Tablets & Air Cards

Rugged EPTT only PLAN

EPTT only

\$17.⁹⁹/mo

http://purchasing.alabama.gov/pages/active_contracts.aspx



FAIRHOPE *Alabama*

Nighthawk LTE Mobile
Hotspot Router



\$0.99

- 75.00 Credit
- \$74.00 (Net in 90days)

Samsung Galaxy S9



\$0.99

- 200.00 Credit
- \$199.00 (Net in 90days)

Sonim XP3



\$0.99

- 75.00 Credit
- \$74.00 (Net in 90days)

iPhone XR



\$0.99

- 200.00 Credit
- \$199.00 (Net in 90days)

Kyocera Duraforce PRO
2



\$0.99

- 200.00 Credit
- \$199.00 (Net in 90days)

Sonim XP5S



\$0.99

- 50.00 Credit
- \$49.00 (Net in 90days)

- ***\$200 for FirstNet Agency Paid customers for Smartphone activations**
 - ***\$75 for Feature Phones and Data only device activations**
 - **** Above (\$200 & \$75) are current promotions, they can be pulled anytime.**
- This FirstNET (larger) promotion is available today, and I expect it to run through the end of the month.

AT&T Fleet Complete

AT&T Fleet Complete
 3455 Peachtree Road NE
 Atlanta, GA
 30326
 T: 1-800-220-0779

QUO-15649-M0F7F6

Effective Date: 1/16/2020

Richard J. Odom
 Regional Sales Manager
 Alabama & Mississippi Markets

From: Richard Odom

Client: City of Fairhope Public Safety
 161 North Section St
 Fairhope, US-AL 36532
 USA

M: 850-566-0521
Richard.Odom@fleetcomplete.com

Ship To: City of Fairhope Public Safety
 161 North Section St
 Fairhope, US-AL 36532
 USA



PRODUCTS

Quantity	Product Code	Product Type	Product Description	Unit Price	Total
90	100296 FirstNet FT Advanced with external antenna- Unbundled	Kit-1	\$4,500 credit to post on the 4 th months bill	\$50.00	\$4,500.00
1	101027 Shipping- Ground Shipment \$1-100	Shipping		\$111.00	\$111.00
90	100020 : AT&T : : : MGS800 Fleet Tracker External	Hardware		\$0.00	\$0.00
90	100167 MGS800 LTE fakra antenna	Accessory		\$0.00	\$0.00
90	100098 Universal Cable MGS800 - OBD	Accessory	Universal OBD harness for device installation behind the vehicle dash.	\$0.00	\$0.00

SUBSCRIPTIONS

Quantity	Product Code	Frequency	Price	Total
90	100386 Fleet Complete Fleet Tracker 18	Monthly	\$15.00	\$1,350.00
90	100620 FirstNet 10MB data plan	Monthly	\$3.50	\$315.00

ADDITIONAL TERMS AND CONDITIONS

Contract Length:	1 Monthly Terms	Telecommunications Service Provider (TSP):	AT&T
Above prices valid for :	30 days after Effective Date	Early Termination Fee (ETF):	\$0.00
Total Upfront Fees:	\$4,611.00	Fees (Monthly):	\$1,665.00



SMARSH Text Message Archiving = \$5 per seat IBM MDM Mass360 = \$3 per seat Smart Phone EPTT = \$2 per user

7 Data & 59 Cradle point devices \$37.99 per mo = \$2507.34
92 Feature (xp5) x \$17.99 per mo EPTT Only = \$1655.08
2 Feature Phones x \$24.99 per mo Unlimited Voice, Text & EPTT= \$49.98
90 Smart Phones x \$39.99 per mo = \$3,599.10
90 EPTT on Smart Phones @\$2ea = \$180.00
90 Maas360 MDM on Smart Phones @\$3ea =\$270.00
90 Fleet Complete Trackers x 18.50 per mo = \$1,665

\$9,926.50 per mo

66 Data devices \$75.00 = \$4,950.00 in credits
94 Rugged Feature Phones x \$75.00 per month = \$7,050.00 in credits
90 Smart Phones x \$200.00 per month = \$18,000.00 in credits

TOTAL Bill Credits = \$30,000.00 *Credits to be applied to Bill

***Old Equipment trade ins will also be appraised and credited **Credits will post between 90-120 days**

8 ATAT&T and Globe logo are registered trademarks and service marks of AT&T Intellectual Property. FirstNet, First Responder Network Authority, and FirstNet logo are registered trademarks and service marks of FirstNet, an independent authority within the U.S. Department of Commerce. All other marks are the property of their respective owners.



	A	B	C	D	E	G	H	I	J	K	L	M	N	O	P	Q	R	S	T			
1	Name	Phone	Status	Cost	Device	Building	Gas	Electric	Water	Landscaping	Street	Sanitation	Mechanic	Facility	Sewer	SCADA	Admin	ECONDEV	Police			
299	Christina Legeune	251-331-1073	Active	\$47.48	Duo																	
300	Wayne Dyess	251-401-1431	Cancelled																			
301	Trimble Geo7x	251-263-1086	Active	\$40.01	Trimble																	
302	Kim Burmeister	251-331-0949	Active	\$47.48	Duo							#####										
303	Richard Johnson	251-423-7418	Active	\$47.48	Smart					100.00%												
304	Paul Merchant	251-232-0067	Active	\$50.87	Smart							100.00%										
305	Dale Linder	251-259-1500	Active	\$47.48	Smart							#####										
306	George Ladd	251-259-6675	Active	\$51.22	Smart							#####										
307	Arthur Bosarge	251-259-7491	Active	\$50.87	Smart								100.00%									
308	Tim Bung	251-259-7835	Active	\$50.87	Smart									#####								
309	Cody Sigrest	251-300-0184	Active	\$57.48	Smart									#####								
310	Lance Cabaniss	251-327-0131	Active	\$57.48	Smart									#####								
311	John Jordan	251-597-6497	Active	\$22.41	XP5			#####														
312	Kevin Wadsworth	251-331-4340	Active	\$47.48	Duo													100.00%				
313	Jessica Walker	251-223-0459	Active	\$47.48	Smart													100.00%				
314	Sherry-Lea Bloodw	251-402-4525	Active	\$50.87	Smart																	
315	Docks Marina	251-232-8945	Cradle	\$40.01	Cradle													#####				
316	Fairhope Docks	251-288-2146	Cancelled																			
317	Maritta Museum	251-295-5707	Active	\$40.01	Cradle																	
318	Fouders Timeclock	251-525-1239	Cancelled																			
319	Chris Ragland	251-620-6099	Active	\$22.41	XP5																	
320	Jeff Marks	251-620-6100	Active	\$22.41	XP5																	
321	Jeff Williams	251-620-6183	Active	\$22.41	XP5																	
322	Hunter Simmons	251-487-0257	Active	\$80.36	Smart																	
323	Buford King	251-487-0490	Active	\$80.36	Smart						1	4.2	2.2	1	6	12.587	1	4	2	103		
324						10	25.533	29.533	17.947	0.00632963	0.027	0.013925	0.00633	0.038	0.07967	0.0063	0.025	0.0126593	0.65195			
325	Monthly Total:			9199.86			0.0633	0.1616	0.1869	0.1136	Landscaping	Street	Sanitation	Mechanic	Facility	Sewer	7	SCADA	Admin	ECONDEV	Police	65
326						Building	Gas	16.1	Electric	Water	11	58.23	244.57	128.11	58.23	349.39	732.96	58.23	232.93	116.46	5997.87	
327							582.32	1486.83	1719.76	1045.09												
328																						



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 procure 55 Ornamental Trees (Chinese Pistache) to replace 55 Overgrown Trees on Section Street between Morphy and Oak. This represents a Public Works Project under \$50,000.00 and State Bid Law requires a singular quote.

[2] The Public Works Department recommends the award of this procurement to Moon Valley Nurseries in the amount of \$22,480.00 for the 55 Chinese Pistache Trees. The City Horticulturist has been unable to identify additional reputable growers who can meet the size, availability and/or delivery schedule.

Adopted on this 28th day of May, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

MAY 19 '20 AM 10:26

Issuing Date: 5/15/2020

Please return this Routing Sheet to Treasurer by ASAP

Project Name: **Public works project to procurement of 55 ornamental trees to replace 55 overgrown trees to be removed from Section Street downtown**

Project Location: Section Street downtown

Presented to City Council: 5/28/2020

Funding Request Sponsor: Richard Johnson, Public Works Director
Arthur Bosarge, Assistant Public Works Director

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 22,480.00

Vendor: Moon Valley Nurseries of Mesa Arizona

Project Engineer: n/a

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

Department Funding This Project								
General <input type="checkbox"/>	Gas <input type="checkbox"/>	Electric <input type="checkbox"/>	Water <input type="checkbox"/>	Sewer <input type="checkbox"/>	Gas Tax <input type="checkbox"/>	Cap Prod <input type="checkbox"/>	Impact <input type="checkbox"/>	Health <input type="checkbox"/>
Department of General Fund Providing the Funding								
Admin-10 <input type="checkbox"/>	Bldg-13 <input type="checkbox"/>	Police-15 <input type="checkbox"/>	Fire-20 <input type="checkbox"/>	ECD-24 <input type="checkbox"/>	Rec-25 <input type="checkbox"/>	Civic-26 <input type="checkbox"/>	Street-35 <input type="checkbox"/>	Sanitation-40 <input type="checkbox"/>
Fac Maint-45 <input type="checkbox"/>	Golf-50 <input type="checkbox"/>	Golf Grounds-55 <input type="checkbox"/>	Museum-70 <input type="checkbox"/>		Debt Service-85 <input type="checkbox"/>			

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Funding Source: Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 001350-51410
G/L Acct Name: Street Material & Landscaping

Project Budgeted: \$ 22,480.00
Balance Sheet Item- Included in projected cash flow: \$0.00

Over (Under) budget amount: \$ _____

Grant: _____ Federal - not to exceed amount
_____ State
_____ City
\$0.00 Local

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

Capital Lease: _____ - Payment _____ Term _____

Comments: **This represents a Public Works Project under \$50,000 and the State Bid Law requires a singular quote. City policy requires a minimum of tree quotes. The City Horticulturist, has spent a great deal of time sourcing this tree species, size, and availability. He has been unable to identify additional reputable growers who can meet the size, availability and/or delivery schedule. Public Works recommends the award of this procurement of 55 Chinese Pistache Trees to Moon Valley Nurseries. The expectation for the delivery of the trees is September 1, 2020.**

City Council Prior Approval/Date? _____

City Treasurer	Finance Director	Mayor
Purchasing Memo Date: <u>5/13/2020</u>	Purchasing Memo Date: <u>5/13/2020</u>	Delivered To Date: <u>5/15/2020</u>
Request Approved Date: <u>5/15/2020</u>	Request Approved Date: <u>5/15/2020</u>	Approved Date: <u>5/18/20</u>
Signatures: <u>Kim Creech</u> Kim Creech	<u>Jill Cabaniss</u> Jill Cabaniss, MBA	<u>Karin Wilson</u> Mayor Karin Wilson



MEMO

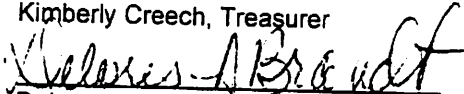
Karin Wilson
Mayor

Council Members:

Kevin G. Boone
Robert A. Brown
Jack Burrell, ACOMO
Jimmy Conyers
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

To: Kimberly Creech, Treasurer
From: 
Delores A Brandt, Purchasing Manager

Date: May 13, 2020

RE: Requesting Greensheet and City Council approval of Public Works Project to procure over \$10,000 of 55 ornamental trees to replace 55 overgrown trees to be removed from Section Street downtown. These procurement will be paid from St Material & Land budget.

The Public Works Director, Richard Johnson, is requesting approval of the procurement of new ornamental trees to replace the overgrown ones now on Section Street, between Morphy and Oak. The City Horticulturist and the Tree Committee have identified the first phase of replacement location as Section Street, and the replacement tree specimen, as Chinese Pistache —"Red Push". See attached MEMO for a more detailed description of the tree and the work to be done with removal and plantings.

This represents a Public Works Project under \$50,000.00 and State Bid Law requires a singular quote. City policy requires a minimum of three quotes. PW recommends the award of this procurement of 55 Chinese Pistache trees to **MOON VALLEY NURSERIES** in Mesa, Arizona, in the amount of **TWENTY-TWO THOUSAND FOUR HUNDRED EIGHTY DOLLARS (\$22,480.00)**. Paul Merchant, the City Horticulturist, has spent a great deal of time sourcing this tree species, size, and availability. The expectation for the delivery of the trees is Sept 1. He has been unable to identify additional reputable growers who can meet the size, availability and/or delivery schedule.

Please compose a greensheet and obtain Council approval to procure 55 ornamental trees for downtown tree replacement from MOON VALLEY NURSERIES of Mesa Arizona in the amount of \$22,480.00.

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

Cc: file, R Johnson

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

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Richard D. Johnson, PE

Date: 5/13/2020

Department: Public Works - Horticulture

ITEM OR SERVICE INFORMATION

1. **What item or service do you need to purchase?** 55 Street Trees - Chinese Pistache
2. **What is the total cost of the item or service?** \$22,480.00
3. **Where will the item or service be physically located?** Section Street - CBD
4. **What is the primary function of the item or service?** Streetscape Improvements
5. **How many do you need?** 55 New Trees – 7 Giant & 48 Huge plus S&H
6. **Item or Service Is:** New Used Replacement Annual Request
7. **When do you anticipate implementation?** 9/1/2020
8. **Additional Information or Comments:** See attached memo

BUDGET INFORMATION

1. **Is it budgeted?** Yes No Emergency Request
2. **If budgeted, what is the budgeted amount?** Within GL - 001350 51410 St Material & Land
3. **What is the Capital Project Name or Operating Budget Code:** 001350 51410 St Material & Landscape
4. **Check any applicable boxes:** State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

Email completed form with quotes or other supporting documentation to deedee.brandt@fairhopeal.gov and jennifer.bush@fairhopeal.gov.

PURCHASING USE ONLY


Vendor Name: Click or tap here to enter text.

Vendor Number: Click or tap here to enter text.

Current Business License: Yes No



Memorandum

From: Richard D. Johnson, P.E., Public Works Director 

To: Honorable Karin Wilson, Mayor

Thru: Lisa Hanks, City Clerk

CC: Council President; Horticulture; Purchasing; Tree Committee
Chairman; File

Date: May 13, 2020

Subject: Tree Changeout – Central Business District – Section Street from
Morphy to Oak

Mayor Wilson:

As discussed, we have reached a point in the lifecycle of our downtown street trees that that replacement is warranted. The City Horticulturist, in consultation with the Tree Committee, has identified the first phase of replacement location and the tree specimen to use.

In this first phase, all city street trees along Section Street from Morphy Avenue (south end) to Oak Street (north end) will be replaced. This represents a total of 55 trees. The replacement tree selected is Chinese Pistache (*Pistacia chinensis*), variety "Red Push". According to the Arbor Day Foundation and our research, this tree species demonstrates the following attributes:

- This is an ornamental tree, typically planted for the visual interest and beauty it can bring to landscape.
- The Chinese pistache grows to a height of 25–35' and a spread of 25–35' at maturity.
- Provides good fall color, with leaves turning beautiful shades of orange and red.
- Features lustrous dark green leaves that are around 10" long and compound, commonly with 10–12 (sometimes as many as 20) leaflets.
- Produces panicles of greenish flowers in April and May, but they are not showy.
- Yields small, round (¼" diameter) orange to red drupes that ripen in October.
- Withstands heat quite well.
- Grows in an oval, rounded, spreading shape.
- Tolerates urban conditions fairly well.
- It has been described as the "Ugly Duckling" because it turns from an unattractive and misshapen young tree into a magnificent specimen tree.

We acknowledge that our Central Business District is a harsh environment for street trees, and we have determined this specimen will perform the best.

Logistics are the biggest consideration in this tree change out. October is the month the City hangs the white lights within our downtown street trees. We propose to change out the Section Street trees in advance of the stringing of the lights. This would avoid double work and cost of restringing lights on the replaced trees. The Horticulture Department during the month of September would rotate to two weeks of nightshifts and change out all 55 trees. Each shift's goal would be to replace an average of 6 trees. At the conclusion of the shift the old tree would be removed, the new tree planted, electrical reestablished, pavers restored, and landscape replaced. At no time during the business day would the streetscape be in a state of disrepair.

Our Horticulturist has spent a great deal of time sourcing this tree species, size and availability. We have identified one reputable grower who has the availability, sizes and can deliver on the above proposed time schedule. This represents a Public Works Project under \$50,000.00 and State Bid Law requires a singular quote. City policy requires a minimum of three quotes. We have been unable to identify additional reputable growers who can meet the size, availability and/or delivery schedule. This could be considered a "sole source" scenario but is not required since a singular quote does meet the State Bid Law. An acknowledgement and approval by the City Council would suffice.

I am requesting that this be placed on the Council Agenda **May 28, 2020** for the approval of the spending appropriation and award of quote to Moon Valley Nurseries in the amount of **\$22,480.00**. I will be glad to discuss this at the Work Session preceding the Council Meeting, if scheduled. If you have any questions or concerns, please do not hesitate to contact me.

Yours,

RDJ



MOON VALLEY NURSERY,

2653 E. McKellips Rd
Mesa, AZ 85213 AZ-ROC 140536
4808339268
4808335174

Quote

Quote #: 2346
Account #: 000130023559
Page: 1 of 1
Date: 3/17/2020
Time: 2:16:39 PM
Cashier: slopez
Register #: 99

Bill To: Paul Merchant
City of Fairhope Alabama
Fairhope, AL 36532
251-232-0067

Ship To: Paul Merchant
City of Fairhope Alabama
Fairhope, AL 36532
251-232-0067

Rep	Description	Quantity	Price	Extended
slopez	Pistache Red Push (Giant) RS	7	\$940.00	\$6,580.00
slopez	Pistache Red Push (Huge) RS	48	\$300.00	\$14,400.00
slopez	Get to the Job-Wholesale Semi	1	\$1,500.00	\$1,500.00
Notice- Customer is Responsible For Off Loading				

Sub Total	\$22,480.00
Sales Tax	\$1,741.34
Total	\$24,221.34
Change Due	\$0.00

I AGREE TO ALL TERMS AND CONDITIONS
ON THE BACK OF THE INVOICE

X _____
Thank you for shopping Moon Valley Nursery





Giant - 7



Huge - 48

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 approve the procurement of New Network Cabling and its Installation at the Police Department; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(15): “Contractual services and purchases of products related to, or having an impact upon, security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or infrastructures.” The cost will be \$59,520.00.

Adopted on this 28th day of May, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 5/15/2020

Please return this Routing Sheet to Treasurer by: ASAP

MAY 19 20 08:10:25

Project Name: Installation of new network cables for the Police Department

Project Location: Police Department

Presented to City Council: 5/28/2020

Resolution # :
Approved _____

Funding Request Sponsor: Stephanie Hollinghead, Chief of Police
Jeff Montgomery, Director of Information Technology

Changed _____

Rejected _____

Project Cash Requirement Requested:

Cost: \$ 59,520.00 (\$54,520.00 plus \$5,000 to demo any existing cabling after cutover)

\$ _____

Vendor: Network Cabling Services, Inc

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

Department Funding This Project

General Fund	Gas	Electric	Water	Sewer	Gas Tax	Cap Prod	Impact	Health
Department of General Fund Providing the Funding								
Admin-10	Bldg-13	Police-16	Fire-20	ECD-24	Rec-25	Civic-26	Street-35	Sanitation-40
Fac Maint-45	Golf-50	Golf Grounds-55	Museum-70		Debt Service-85			

Project will be:

Funding Source:

Expensed _____
Capitalized XXX
Inventoried _____

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 001150-50475
G/L Acct Name: Capital Improvements

Grant: _____ Federal - not to exceed amount
_____ State
_____ City
\$0.00 Local

Project Budgeted: \$ 50,000.00
Balance Sheet Item-
Included in projected
cash flow \$0.00

Over (Under) budget amount: \$ 9,520.00

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

Comments:

This procurement has a direct impact upon our security system and the safety of our personnel and infrastructure. It does not have to be bid, per the Code of Alabama 1975 Section 41-16-51.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 5/4/2020

Purchasing Memo Date: 5/4/2020

Delivered To Date: 5/15/2020

Request Approved Date: 5/15/2020

Request Approved Date: 5/15/2020

Approved Date: 5/15/2020

Signatures: Kim Creech

Jill Cabaniss, MBA

Mayor Karin Wilson



MEMO

Karin Wilson
Mayor

To: Kimberly Creech, Treasurer
From: Delores A Brandt
Delores A Brandt, Purchasing Manager

Council Members:
Kevin G. Boone
Robert A. Brown
Jack Burrell, ACOMO
Jimmy Conyers
Jay Robinson

Date: **May 4, 2020**

Lisa A. Hanks, MMC
City Clerk

Re: **Greensheet/City Council to approve over \$10,000.00 FY2020 budgeted IT program for the procurement of and installation of new NETWORK Cable for the Police Department.**

Kimberly Creech
City Treasurer

The Director of Information Technology, Jeff Montgomery, has requested approval for procurement and installation of new network cabling service for the Police Department in the amount not to exceed FIFTY-FOUR THOUSAND FIVE HUNDRED TWENTY DOLLARS (\$59,520.00), which includes pricing not to exceed \$5000.00 for any cable demo or removal of any old cable when installation is taking place.

The recommended provider is **NCS --Network Cabling Services, Inc.** This service is budgeted for \$50,000.00, making the project conceivably as much as \$9,520 over budget.

This procurement has a direct impact upon our security system, and the safety of our persons and infrastructure. It does not have to be bid, per the following Section of the Code of Alabama 1975:

Section 41-16-51 -- the Code of Alabama Contracts for which competitive bidding not required.

161 N Section Street
PO Drawer 429
Fairhope, Alabama
36533

Please prepare a greensheet and place on the next City Council Agenda this request to procure the new network cabling and its installation at the Police Dept for a not to exceed amount of \$59,520.00 from NCS, Inc.

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

Cc: file, J. Montgomery, Chief Hollinghead

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Jeff Montgomery

Date: 3/16/2020

Department: IT

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? Run new Network Cable in PD
2. What is the total cost of the item or service? 54,520 *\$59,520*
3. Where will the item or service be physically located? Police
4. What is the primary function of the item or service? Click or tap here to enter text.
5. How many do you need? Click or tap here to enter text.
6. Item or Service Is: New Used Replacement Annual Request
7. When do you anticipate implementation? April
8. Additional Information or Comments: - *Up to \$5000 to demo/ Remove Cable*

BUDGET INFORMATION

1. Is it budgeted? Yes No Emergency Request
2. If budgeted, what is the budgeted amount? \$50,000
3. What is the Capital Project Name or Operating Budget Code: Police - 50475
4. Check any applicable boxes: State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

Email completed form with quotes or other supporting documentation to deedee.brandt@fairhopeal.gov and jennifer.bush@fairhopeal.gov.

PURCHASING USE ONLY

Vendor Name: Click or tap here to enter text.

Vendor Number: Click or tap here to enter text.

Current Business License: Yes No

NCS

NETWORK CABLING SERVICES, INC.

7844 Bullitt Road ~ Mobile, Alabama 36619

Phone: 251-665-9098 Fax: 251-665-9258

Email: pbotter@ncscabling.com

Date: 3-12-20

Attn: Jeff Montgomery

Re: Fairhope Police Station
Structured Cable

SCOPE OF WORK

Install Cat 6A 10G cable for the structured cable system (data/WAP) as per plans/walk-through. Provide and install all associated jacks, faceplates and patch panels to complete the structured cable system. Provide patch cords as needed.

Install Cat 5e cable for camera locations as per plans/walk-through. Provide and install all associated jacks, smb's and patch cords to complete the CCTV system cabling. Provide patch cords as needed.

Install Cat 5e cable for card reader locations as per plans/walk-through. Provide and install all associated jacks and patch panels to complete the card reader cabling. Provide patch cords as needed.

Install one 6 strand SM fiber from existing data rack #1 to new data cabinet #2 location. Install all fiber connectors (LC), enclosures and adapter panels as needed.

Provide and install new wallmount cabinet at new data rack #2 location. Provide cable management as needed.

Install j-hooks/pathways as needed. Terminate, test and label all new cable/fiber.

All installed cabling/fiber includes Manufacturer's Lifetime warranty, as-builts and test results.

Price includes taxes

**Items Not Included: any electrical work (conduit, stub-ups), Any camera or card reader equipment
Demo of any existing cabling**

Our submitted price for this project is: \$54,520.00

Demo any existing cabling after cutover = +5,000.00

\$59,520.00

Thank you for the opportunity,

Network Cabling Services, Inc.

**Should Network Cabling Services, Inc. be required to obtain the services of an attorney to collect any sums which may be due under this contract and which are not paid, the Network Cabling Services, Inc. shall be entitled to all reasonable attorney's fees on behalf of their counsel in bringing or enforcing any of their rights under this agreement, said fees to include Court costs and interest, and shall include cost and attorney's fees for appellate work.*

All pricing good for 30 day period, if change order is not accepted in writing within this period of time all wire ,PVC products and all steel/metal products will have to be reprised at invoice plus mark-up for profit and overhead. This is a result of continuous rising cost of these materials.

Due to the volatile market, in an effort to save all parties involved (Owner, General Contractor, Electrical Contractor and NCS/Network Cabling Services, Inc.) and added cost associated with the continuous rising cost of all copper wire. Network Cabling Services, Inc. reserves the right (if approved by Owner/General Contractor) to purchase the wire and store on site in a storage container provided by NCS. NCS would then ask to be paid with-in the first 30 days of contract for this wire purchase. If not accepted by (Owner/General Contractor) NCS would then have the right to re-price all wire at invoice cost pus mark up of profit and overhead at time of wire purchase. We at NCS feel that this is the best solution for all parties involved (General Contractor, Electrical Contractor and NCS) but mainly the Owner.

Network Cabling Services, Inc. shall be entitled to a finance charge of 1 ½% per month on the unpaid balance of any amounts which are not paid within 30 days after the due date herein.

<p><i>All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. No contingencies have been made for strikes, accidents or delays beyond our control. Owner is to carry fire, tornado, theft and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.</i></p>
--

Printed Name:

Authorized Signature:

Date:

***Note: This proposal may be withdrawn by us if not accepted in 30 days.**

Dee Dee Brandt

From: Jeff Montgomery
Sent: Monday, May 4, 2020 9:25 AM
To: Dee Dee Brandt
Cc: Kimberly Creech; Jennifer Bush
Subject: Re: Re-Cable Police Department

We made need to add in Demo of existing cable. There may be some cable that could be in the way of running new cable that they might have to remove. I recall him saying that \$5000 was a high estimate and it would be a lot lower than that but it would not exceed \$5k.

Thanks,

Jeff Montgomery
City of Fairhope
Director of Information Technology

From: Dee Dee Brandt <deedee.brandt@fairhopeal.gov>
Date: Monday, May 4, 2020 at 9:08 AM
To: Jeff Montgomery <jeff.montgomery@fairhopeal.gov>
Cc: Kimberly Creech <kim.creech@fairhopeal.gov>, Jennifer Bush <jennifer.bush@fairhopeal.gov>
Subject: FW: Re-Cable Police Department

On the Cable quote: NOT included: any electrical work (conduit, stub-ups) any camera
Or card reader equipment Demo of any existing cable after cutover=\$5000
Do you anticipate this to occur? We might need to add to the total project now.

Dee Dee Brandt
Purchasing Manager
deedee.brandt@fairhopeal.gov
251 928-8003

From: Jennifer Bush <jennifer.bush@fairhopeal.gov>
Sent: Friday, May 1, 2020 2:51 PM
To: Dee Dee Brandt <deedee.brandt@fairhopeal.gov>
Subject: FW: Re-Cable Police Department

Jennifer Bush
251-279-6231

From: Jeff Montgomery <jeff.montgomery@fairhopeal.gov>
Sent: Monday, March 16, 2020 3:04 PM
To: Dee Dee Brandt <deedee.brandt@fairhopeal.gov>

Cc: Jennifer Bush <jennifer.bush@fairhopeal.gov>

Subject: Re-Cable Police Department

Please see attachments.

Please reference email below. This will use the security exemption for purchase.

From: Marcus McDowell <mmcdowell@wbbwlaw.com>

Sent: Thursday, February 6, 2020 9:27 AM

To: Kimberly Creech <kim.creech@fairhopeal.gov>

Cc: Lisa A. Hanks, MMC <Lisa.Hanks@fairhopeal.gov>; Jeff Montgomery <jeff.montgomery@fairhopeal.gov>;

Dee Dee Brandt <deedee.brandt@fairhopeal.gov>; Mayor Karin Wilson <karin.wilson@fairhopeal.gov>;

Jennifer Bush <jennifer.bush@fairhopeal.gov>; Stephanie Hollinghead

<Stephanie.Hollinghead@fairhopeal.gov>

Subject: RE: Police Department project

Correct. This project is an exception to the bid law.

----- Original message -----

From: Kimberly Creech <kim.creech@fairhopeal.gov>

Date: 2/5/20 4:48 PM (GMT-06:00)

To: Marcus McDowell <mmcdowell@wbbwlaw.com>

Cc: "Lisa A. Hanks, MMC" <Lisa.Hanks@fairhopeal.gov>, Jeff Montgomery

<jeff.montgomery@fairhopeal.gov>, Dee Dee Brandt <deedee.brandt@fairhopeal.gov>, Mayor Karin Wilson

<karin.wilson@fairhopeal.gov>, Jennifer Bush <jennifer.bush@fairhopeal.gov>, Stephanie Hollinghead

<Stephanie.Hollinghead@fairhopeal.gov>

Subject: Police Department project

Marcus,

We have a project for internet cabling, camera and door security in the Fairhope Police Department. The project is estimated at \$50,000.00. I believe due to the security of the building, we would not want to give the public the blue prints of the building during the bid process. I found Section 41-16-51 (15) of the Code of Alabama. Do you think this project would qualify to not be bid?

Section 41-16-51 Contracts for which competitive bidding not required.

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

Thanks,

Kim Creech

City Treasurer

City of Fairhope

161 N. Section Street
P.O. Drawer 429
Fairhope, AL 36533
Phone: 251-929-0346
Email: kim.creech@fairhopeal.gov

Jeff Montgomery
City of Fairhope
Director of Information Technology

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, that Mayor Karin Wilson is hereby authorized to execute a Reciprocal Agreement between The City of Fairhope and the Baldwin County Commission for exchanging information relating to tax returns and/or tax information. This agreement will be for a period of three (3) years and automatically renew annually thereafter.

Adopted on this 28th day of May, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk



BALDWIN COUNTY

SALES & USE TAX DEPARTMENT

P.O. Box 189

ROBERTSDALE, ALABAMA 36567

www.baldwincountyal.gov

(251) 928-3002 Eastern Shore
(251) 943-5061 South Baldwin
(251) 937-9561 North Baldwin
(251) 972-6836 FAX

May 12, 2020

Karin Wilson, Mayor
City of Fairhope
P O Box 429
Fairhope, AL 36533

Re: Reciprocal Agreement between City of Fairhope and Baldwin County Commission
Current Reciprocal Agreement Expiring

Dear Mayor Wilson:

The current Reciprocal Agreement to Exchange Tax Returns and Information between the City of Fairhope and Baldwin County Commission *will expire* on July 31, 2020.

To sustain our ability to continue exchanging tax information regarding taxpayers relevant to our taxing jurisdictions, enclosed is a Reciprocal Agreement for a three (3) year period (August 1, 2020 through July 31, 2023).

Please sign and date the enclosed agreement and return to my attention by June 30, 2020.

If you have any questions, please call me at (251) 943-5061, Ext. 4073.

Sincerely,

Heather A. Gwynn
Sales & Use Tax Coordinator
hgwynn@baldwincountyal.gov

Enclosure – Reciprocal Agreement to Exchange Information

**RECIPROCAL AGREEMENT BETWEEN BALDWIN COUNTY, ALABAMA,
AND THE CITY OF FAIRHOPE, ALABAMA, PROVIDING FOR
THE EXCHANGE OF TAX RETURNS AND INFORMATION**

I. AUTHORITY

This Reciprocal Agreement Providing for the Exchange of Tax Returns and Information (the "Agreement") is made between Baldwin County, Alabama, a political subdivision of the State of Alabama, by and through the Baldwin County Commission, and the City of Fairhope, Alabama, an Alabama municipal corporation, by and through their duly authorized representatives, pursuant to the Code of Alabama 1975 § 40-2A-10, as amended.

II. PURPOSE

The parties agree to exchange tax returns and/or information under the terms and conditions described herein, subject to all applicable laws, rules and regulations, as the same may be amended from time to time. It is understood and agreed that all information in any form whatsoever exchanged shall be employed solely by the parties for the purposes of tax administration. It is understood that tax administration purposes are limited to those uses necessary for the assessment, collection, and enforcement, including proceedings in a court of competent jurisdiction, of the respective tax laws of the parties hereto.

III. DEFINITIONS

Party: Baldwin County, Alabama, or the City of Fairhope

Return: Any tax application, tax or information return or report, declaration of estimated tax, claim or petition of refund or credit, or petition for reassessment or protest that is required by, or provided for, or permitted, under the provisions of the tax laws.

Return

Information: A taxpayer's identity with physical and mailing addresses, FEIN or Social Security Number, the nature, source or amount of income, gains, losses, formulary apportionments facts, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, deficiencies, over assessments, or tax payments, whether the taxpayer's return was, is being, or will be, examined or subject to other investigation for processing; or any other data received, recorded by, prepared by, furnished to, or collected by the parties with respect to a tax return or with respect to the determination of the existence, or possible existence of liability (or the amount thereof), or by any person under the laws of either party for administration, collection or enforcement of the tax laws of each party's respective governmental unit, including additions to tax, penalty, interest, fine, or other imposition, or offense. "Return Information" does not include, however, data in a form which cannot be associated with, or otherwise identify, directly or indirectly, with a particular taxpayer.

For the purposes of sales and use tax, "return information" shall also include whether the taxpayer is authorized to use a direct pay permit and any information related thereto and the names of the customers and any other relevant information related to specific sales and use tax transactions.

IV. SCOPE OF INFORMATION SUBJECT TO REQUEST

This Agreement shall apply to all tax applications, tax returns and/or return information received or collected by either party.

Neither party will be required to audit a taxpayer at the request of the other party.

Each party agrees not to charge the other for the costs of routine reproduction of returns and information which is mutually exchanged. The providing party may charge a reasonable fee for furnishing tax returns and/or return information in electronic file transmittal or other nonroutine circumstances. Such costs shall be agreed upon by both parties before such costs are incurred.

V. CONFIDENTIALITY OF EXCHANGED INFORMATION

Each party agrees that no tax return and/or return information obtained pursuant to this Agreement shall be disclosed in any manner other than as is authorized by the laws concerning confidentiality of tax information.

Nothing herein shall be construed so as to prohibit disclosure of any information obtained by virtue of this Agreement by either party to the party's proper legal representatives for use in administrative, civil or criminal proceedings concerning tax administration purposes.

VI. PROCEDURE

Tax returns and/or return information may be exchanged upon request or voluntarily transmitted where the providing party believes that such information will be useful to the other party for tax administration purposes.

- A. Requests for information shall be in writing or by verifiable electronic means and must indicate the tax administration reason for the exchange.
- B. Each request shall also specify, to the extent such information is known and available, the following:
 - (1) the name and address of each taxpayer for whom tax returns and/or return information is requested;
 - (2) the taxable period or periods for which information is desired and requested;
 - (3) the taxpayer's social security number and/or federal identification number, if available; and
 - (4) any other information which may help facilitate the exchange.

- C. Each party agrees to furnish the other a list showing the names and official titles of all personnel authorized to request, receive, and/or disclose information under this Agreement and to keep the list current by periodic updates.

VII. COMMENCEMENT/TERMINATION OF AGREEMENT

This Agreement shall become effective on the day it is executed by both parties and shall be in effect for a period of three (3) years. Upon the expiration of the initial term, this Agreement shall automatically renew for one-year terms on an annual basis, unless and until one of the parties elects to terminate the Agreement as set forth below.

Additions and changes in the provisions of this Agreement may be made by mutual written consent of the proper officials of the parties and shall become an attachment to this Agreement.

Both parties acknowledge that this Agreement is subject to statutory amendments. Both parties agree to promptly inform each other of any proposed changes in their respective tax confidentiality laws. In the event that the laws of either party which relate to this Agreement are repealed or substantially amended, the other party may suspend or terminate this Agreement upon written notice.

Any unauthorized use or disclosure of information obtained by virtue of this Agreement shall constitute grounds for either party to terminate this Agreement immediately upon the mailing of written notice to the other party. Notwithstanding the foregoing, either party may terminate this agreement, with or without cause or reason, by giving thirty (30) days written notice of such termination to the other party.

APPROVED:

CITY OF FAIRHOPE
an Alabama municipal corporation

BALDWIN COUNTY COMMISSION

_____/_____
Karin Wilson, Mayor Date

_____/_____
Billie Jo Underwood, Chairman Date

ATTEST:

ATTEST:

Lisa. A. Hanks, MMC
City Clerk

Wayne Dyess, County Administrator

STATE OF ALABAMA

COUNTY OF BALDWIN

I _____, a Notary Public, in and for said County in said State, hereby certify that BILLIE JO UNDERWOOD, as Chairman of the Baldwin County Commission, and WAYNE DYESS, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the _____ day of _____, 2020.

Notary Public, Baldwin County, Alabama

My Commission expires: _____

STATE OF ALABAMA

COUNTY OF BALDWIN

I _____, a Notary Public, in and for said County in said State, hereby certify that KARIN WILSON, as Mayor of the City of Fairhope, Alabama, an Alabama municipal corporation, and LISA A. HANKS, as City Clerk of the City of Fairhope, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Mayor and City Clerk of the City of Fairhope, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said City of Fairhope.

Given under my hand and seal this the _____ day of _____, 2020.

Notary Public, Baldwin County, Alabama

My Commission expires: _____



City Council

May 2020

Site Plan Approval

Case: SR 20.01 Pier Street Marketplace

Project Name:

Pier Street Marketplace

Property Owner / Applicant:

Wise Properties, LLC

General Location:

369 S Mobile St

Project Type:

Site Plan review of Multiple Occupancy Project (3 Units)

Project Acreage:

0.20 acres +/-

Zoning District:

B-3b Tourist Resort Commercial Service District

PPIN: 16630

Engineer of record:

S.E. Civil Engineering

Architect of record:

Mack McKinney

Report prepared by:

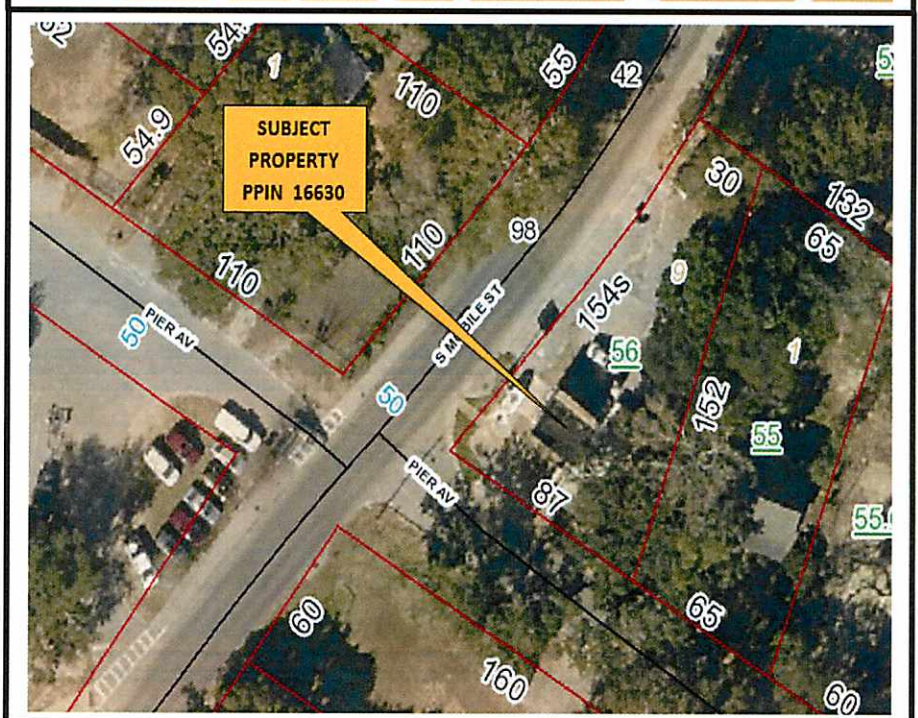
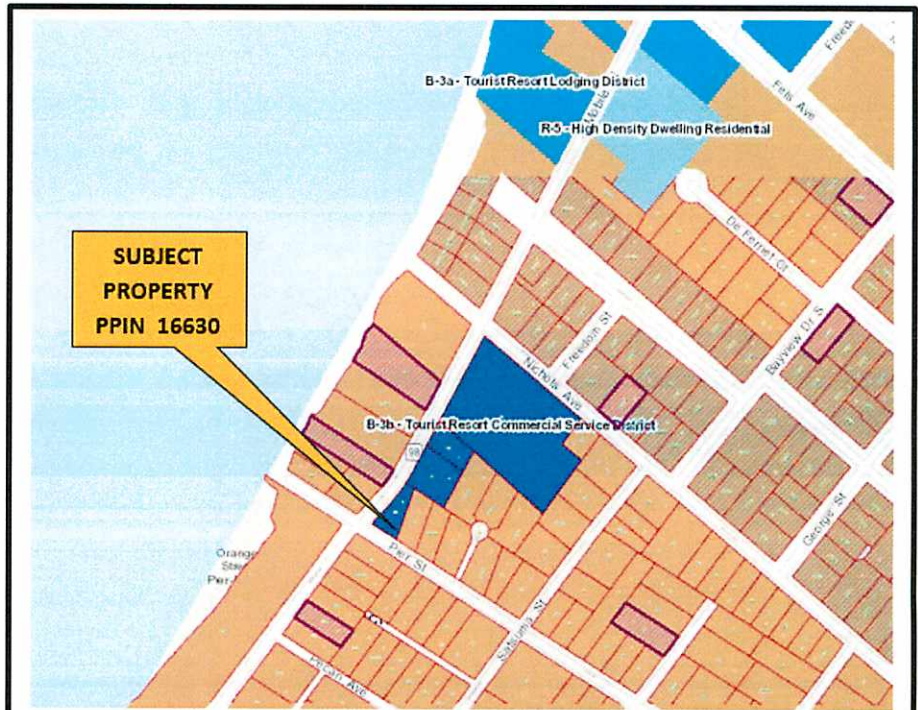
Hunter Simmons, Planning and Zoning Manager

Staff Recommendation:

Approval with conditions

PC Recommendation:

Approval with conditions



For reference, the triggers for Site Plan review requirements are listed below.

Article II. Section 2. Site Plan

a. Initiation – Review of (preliminary) site plans accompanying a zoning map amendment shall be reviewed according to the zoning amendment procedures. (Final) site plans that do not accompany a zoning map amendment shall be reviewed according to this section. Site plan approval is required when any commercial building(s) located in a business-zoning district (industrial zoning excluded) or in the CBD overlay:

(1) Has a gross floor area of 10,000 square feet or greater; or,

(2) More than 30% of the lot (excluding the building) is impervious; or

Subject property is contains approximately

(3) All applications for zoning map amendments to rezone property to any of the Village Districts in Article procedures in Article VI, Section D. for review of the rezoning application and site plans associated with a village development.

(4) A mandatory site plan review application for all mixed-use projects electing to build to 35 feet height with 33% residential, regardless of whether or not it triggers site plan review approval, must make application to the Planning and Zoning Commission for approval.

- Subject development is electing to build higher than the otherwise allowable 30 feet (to 35 feet) and contains 33% residential.

Summary of Request:

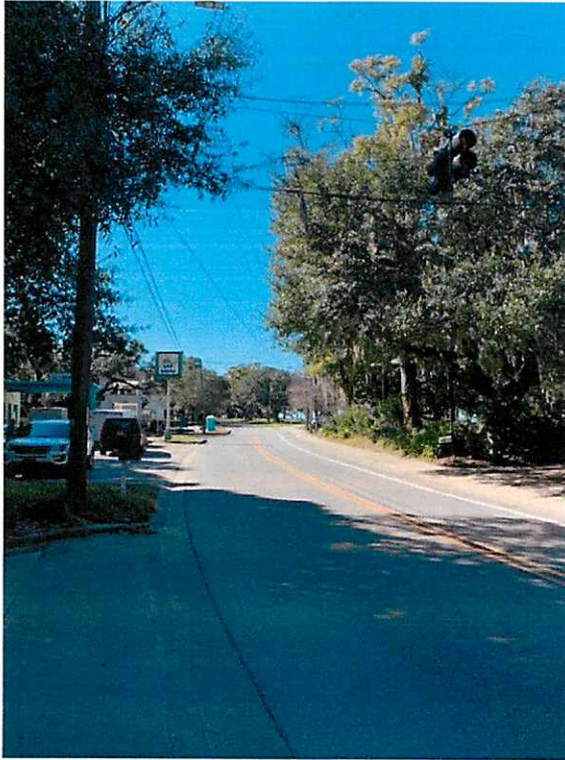
Public hearing to consider the request of S.E. Civil, LLC on behalf of property owner Wise Properties (Sandy Wise) for Site Plan approval of the Pier Street Marketplace, a Multiple Occupancy Project (MOP). The Planning Commission previously reviewed a complimentary MOP for this project (Case SD 19.09). Case SD 19.09 was approved by the Planning Commission with 6 conditions of approval. The six conditions are below, followed by the staff comments (in red) and applicant comments (in blue):

1. First condition of approval from PC was a sidewalk along Pier Ave connecting to Mobile St. **It appears this condition has been met but we would like to see crosswalk across Mobile St.** **Crosswalk has been added.**
2. Second condition of approval from PC required a revised landscape plan. Please submit revised plans. **Plans submitted with application were completed prior to MOP review, which do not contemplate recent additions, such as new sidewalk or space between parallel parking spaces. Revised plans will be reviewed by City Arborists.** **Revised Plans are included.**
3. Third condition of approval was procedural referencing close-out documents. **No response needed.**
4. Fourth condition was a reduction to the number of proposed parallel parking spaces from 3 to 2, with landscaping installed between the space and 5 bicycle spaces added to site in lieu of one parking space. **This condition is met within plans.**
5. Fifth condition of approval was procedural referencing revisions or additions to plans in response to various Fairhope Public Utilities. **No response needed.**
6. Sixth condition of approval was to reduce building height from 45' to 30' or 35', as applicable. **Height in table is 35+/_ , please change to 35'.** **This has been corrected.**

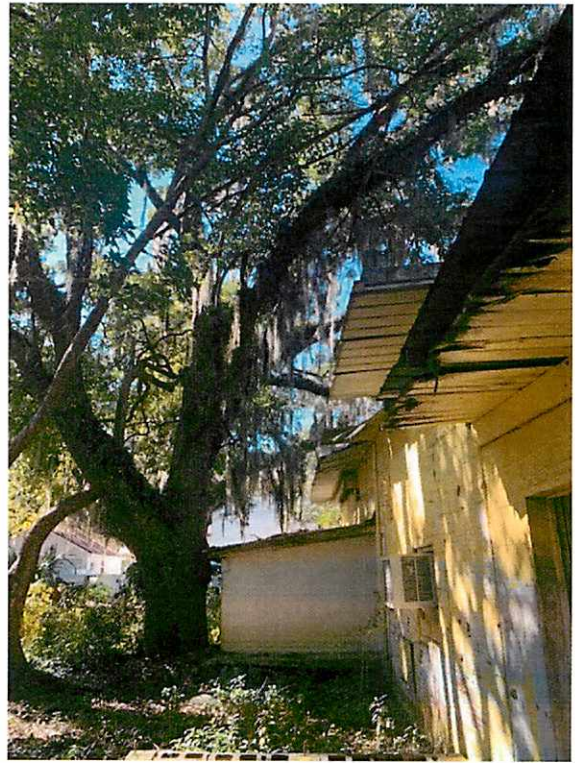
In addition to those conditions of approval listed above, the following items were also reviewed as part of the Site Plan Review Process.

1. Article IV, Section Article IV, Section B.2 Screening requirements. (b) requires a screen or buffer where commercial abuts residential uses. R-2 residential abuts subject property to the east. Please show wall/fence on plans, as well as an architectural detail. Fence was shown on landscape plans. A detail has been added.
2. In regard to parking spaces in the ROW: Parking spaces in the ROW shall be available to the public, without restrictive signage.
3. Article II, Section C.d.(8) Overall benefit to the community. Provide a solution for safely crossing Mobile St. We have added crosswalks and signage.
4. Article II, Section C.d.(14) Data to show percentage of lot covered with existing and proposed buildings. Revise Land Usage table to include all percentages. Only one item is missing. This has been updated.
5. Article II, Section C.d.(15) Elevations indicating exterior materials. Current landscape plan illustrates paved area in front of a large, blank stucco wall on north end of Mobile St façade. This made sense, because previous architectural plans contemplated drive-through parking, which has been relocated. Now plans are disjointed. Elevations show garage doors that exit into landscape, and blank walls with nothing but paving. Revised landscape plans should clarify. I have spoken with the Architect and Client about this. They are trying to determine structurally if they can put a garage door there. As for the other two “garage doors”. They are not operable. They are just for the architectural look they are going for. They may even end up being windows that look like a garage door.
6. Article II, Section C.d.(25) Location and sizes of all signage. Mr. Wise mentioned he wants to use existing signage, which is a nonconforming sign and would not be allowed under the City’s current Sign Ordinance. However, it can be approved through Site Plan Review. Please submit plans that illustrate the proposed use of existing signage, as well as new signage. The client would like to utilize the existing sign. Currently there is not a “business or logo” to depict, but the size and height of the existing signage will remain as is. The only other signage would be any allowed and permitted wall mounted signage. Wall mounted signage would be permitted separately.

Site Photos:



Subject property looking south from S Mobile St.



Tree being preserve south of proposed building near Pier Ave.



Existing Signage.

Staff Recommendation:

Staff recommends APPROVAL of the Case SR 20.01 with the following conditions:

1. Revised plat that illustrates a sidewalk easement for those parts of the sidewalk extending onto private property.

Planning Commission Recommendation:

The Planning Commission of the City of Fairhope, at its March 2, 2020 regular meeting, recommended APPROVAL subject to the following condition:

1. Revised plat that illustrates a sidewalk easement for those parts of the sidewalk extending onto private property.
2. The existing sign shall not be internally illuminated.

Appends:

Site plans and architectural elevations.



MACK MCKINNEY
ARCHITECT
Atlanta, GA

NOT FOR
CONSTRUCTION

A Building for Wise Living
Fairhope, Alabama 36537
385 S. Mobile St.

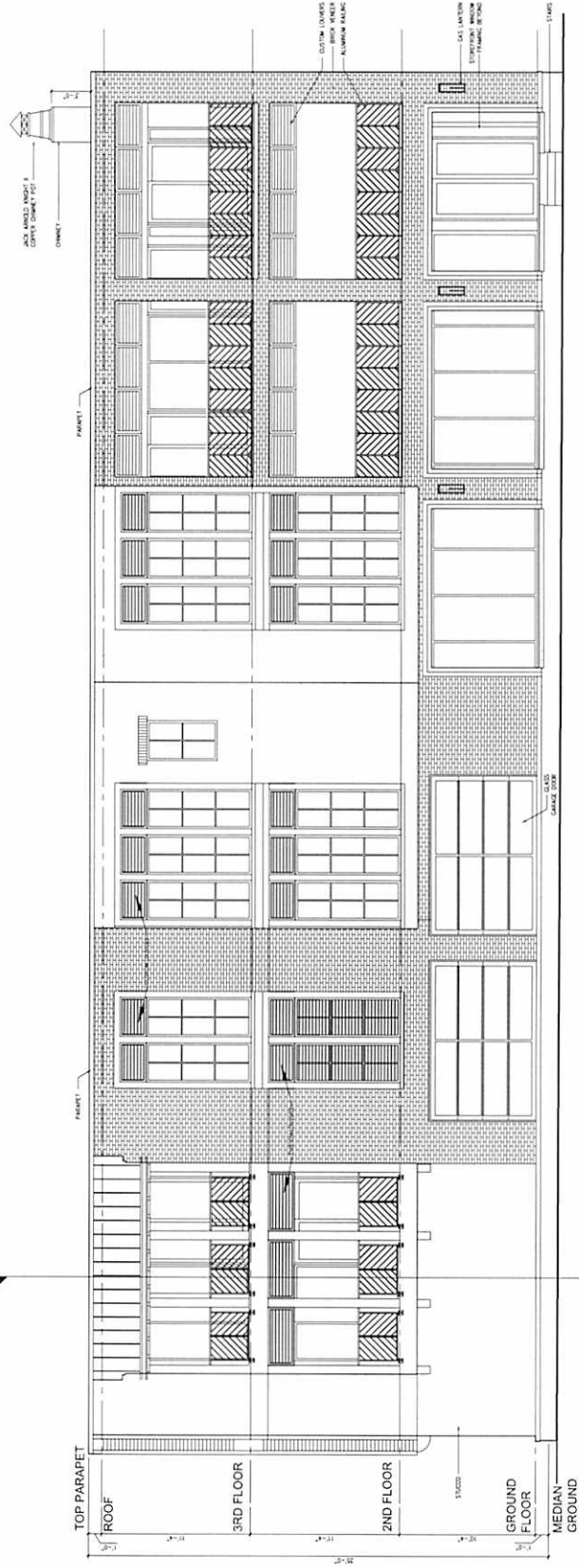
m2studio, llc
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21 February 2009

Review Set

West Elevation

A4.1



WEST ELEVATION
SCALE: 1/8" = 1'-0"

