

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

MONDAY, 27 JULY 2020 – 4:30 P.M. – COUNCIL CHAMBER

1. Discussion of the Parks and Recreation Module from Tyler Technologies – Jeff Montgomery and Pat White
2. Committee Updates
3. Department Head Updates

Next Regular Meeting – August 10, 2020 - Same Time and Place

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 27 JULY 2020 – 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 2 July 2020 Special Called Emergency City Council Meeting, minutes of 13 July 2020 Regular City Council Meeting, minutes of 13 July 2020 Work Session, and minutes of 13 July 2020 Agenda Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Final Adoption** - Ordinance – An Ordinance to Establish Water and Wastewater (Sewer) Rates for all Customers of the City of Fairhope Water and Wastewater Systems and to Repeal Ordinance No. 1383, Ordinance No. 1554, and Ordinance No. 1555. (Introduced at the July 13, 2020 City Council Meeting)
6. Ordinance – Annexation – City of Fairhope property located at 560 South Section Street, Fairhope, Alabama. Tax Parcel 46-04-19-4-000-001.001.
7. Ordinance – Annexation – Keith Austin Glines, Chris Estes, and Wendy Estes property to be known as Glines Subdivision located on Grace Lake Road, Fairhope, Alabama. Tax Parcels 56-02-09-1-001-002.001, 56-02-09-1-001-002.005, 56-02-09-1-001-002.006 and 56-02-09-1-001-002.007.
8. Resolution – That the Mayor of the City of Fairhope is hereby directed to issue a Certificate of Election to Corey A. Martin for the office of Place #2 for such term pursuant to the provisions of Section 11-46-25, as amended.
9. Resolution – That the Mayor of the City of Fairhope is hereby directed to issue a Certificate of Election to James “Jimmy” Reid Conyers, Jr. for the office of Place #3 for such term pursuant to the provisions of Section 11-46-25, as amended.
10. Resolution – Appoint Election Officials for Election Day 25 August 2020, and Run-off Election Day 6 October 2020, if necessary.
11. Resolution – That the City of Fairhope elects to provide Tier I retirement benefits to its Tier II plan members, subject to the approval by the Employees’ Retirement System Board of Control.
12. Resolution – That the public improvements indicated herein for the North Hills at Fairhope, Phase 1 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 North Hills at Fairhope, LLC (the “Subdivider”).

13. Resolution – That the City of Fairhope voted to procure an Additional 2,000 Gallon Tank at the Fairhope Docks for Diesel Fuel for the Recreation Department; and after the installation of the new tank, the City was informed there is an additional charge for moving the diesel fuel and preparing the existing tank for gas. The total cost will be \$10,231.99.
14. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract with GeoCon Engineering & Materials Testing, Inc. for Professional Engineering for Geotechnical Testing and Observation for the Church Street Utility and Drainage Improvements (RFQ No. PS018-20) with a cost not-to-exceed of \$75,000.00.
15. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract with Volkert, Inc. to perform Professional Design Engineering Services for Utility Easement at Coleman Lane and Sibley Creek in Spanish Fort, Alabama (RFQ No. PS016-20) with a cost not-to-exceed of \$13,800.00.
16. Resolution – That Mayor Karin Wilson is hereby authorized a contract for Extension No. 2 of RFQ No. PS028-18, Professional Advertising and Public Relations for the Community Development Department, with Hummingbird & South, for an additional one year, as per the terms and conditions of the original contract with a cost not to exceed of \$4,125.00.
17. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 2 of Bid No. 027-17, Fairhope Connect Newsletter Printing, with Postmark Ink for an additional one year, as per the terms and conditions of the original contract. The annual cost not to exceed of \$14,100.00.
18. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 2 of Bid No. 025-18, Pest Control 2018 for the the City of Fairhope, with Redd Pest Solution of the S.E., Inc., for an additional one year, as per the terms and conditions of the original contract. The cost is an annual not to exceed of \$13,768.04.
19. Resolution – To Award Bid No. 024-20 Elevator Maintenance 2020 for a 3-year contract with Thyssenkrupp Elevator; and the service is available for direct procurement through the Sourcewell Purchasing Cooperative for a total cost of \$18,900.00 for the 3-year contract (\$6,300.00 per year).
20. Resolution – That the City of Fairhope approves the Emergency Repairs to the Roof at the Recreation Center due to damage by forces of nature during a storm on July 12, 2020. The repair cost will be in the amount of \$8,000.00 which is not budgeted.
21. Resolution – That the City of Fairhope approves the procurement of Hydrofluorosilicic Acid for the Water Department, from Water and Waste Specialties, LLC, with an estimated cost of \$52,800.00 (estimated 11,000 gallons at \$4.80 per gallon); and dependent on population growth and weather conditions. These chemicals are exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7).

22. Resolution – That the City of Fairhope approves the procurement of Hydrated Lime and Gas Chlorine for the Water Department, from Water and Waste Specialties, LLC, with an estimated cost of \$53,575.00 (Hydrated Lime 4,000 bags at \$9.00 per bag and Gas Chlorine 185 cylinders at \$95.00 per cylinder); and dependent on population growth and weather conditions. These chemicals are exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7).
23. Resolution – That the City of Fairhope has voted to procure a Canon Image Prograf TX-3000 Device (36 Month Lease for the City) for the IT Department; and the type of equipment needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid. The cost will be \$4,405.80 per year.
24. Resolution – That the City of Fairhope has voted to procure the EnerGov Software for the Building Department specifically designed for Online Submittals, Issuance and Payment of Building Permits and Development Plans from Tyler Technologies with a not-to-exceed amount of \$230,000.00. This will be reimbursed through the CARES Act funding under remote work.
25. Resolution – That the Fairhope City Council hereby accepts the 10,000 masks donated by the Gainesville, Georgia branch of the Taiwanese Chambers of Commerce of North America for distribution to citizens in need.
26. Resolution – That Pay Grade for Equipment Operator II be revised and approved in the Compensation and Job Classification Plan, as recommended by the Public Works Director Richard Johnson from a Grade 16 to a Grade 17; and approve the updated Equipment Operator II Job Description for same; and amend the budget for position.
27. Resolution – That the City Council hereby approves the following recommendation from the Recreation Board: the City of Fairhope Athletic Field Rental Agreement as modified (see attachment).
28. Public Participation – (3 minutes maximum)
29. Executive Session – To discuss pending and potential litigation.
30. Adjourn

**City Council Work Session - 4:30 p.m.
on Monday, July 27, 2020 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.
on Monday, July 27, 2020 – Council Chambers**

Next Regular Meeting – Monday, August 10, 2020 - Same Time and Place

2020 FAIRHOPE MUNICIPAL ELECTION IMPORTANT DATES

July 7 – 21, 2020 - Qualifying Period

July 28, 2020 - Absentee Voting Begins

August 20, 2020 – Last day to **APPLY** for absentee ballot

August 24, 2020 – Last day to **RETURN YOUR** Hand-Delivered absentee ballot is the close of business (5:00 p.m.)

August 25, 2020 – Last day to **RECEIVE MAILED** absentee ballots
Must be postmarked by August 24th and received by noon!

August 25, 2020 – ELECTION DAY – POLL HOURS 7 –7

September 30, 2020 – Canvass the Election - 10:00 a.m. Council Chambers

RUN-OFF IMPORTANT DATES

September 8, 2020 – Absentee Voting Begins

October 1, 2020 – Last day to **APPLY** for absentee ballot

October 5, 2020 – Last day to **RETURN YOUR** Hand-Delivered absentee ballot is the close of business (5:00 p.m.)

October 6, 2020 – Last day to **RECEIVE MAILED** absentee ballots
Must be postmarked by October 5th and received by noon!

October 6, 2020 – RUN-OFF ELECTION – POLL HOURS 7-7

October 13, 2020 – Canvass the Run-off Election - 10:00 a.m.
Council Chambers

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, 13 July 2020.

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

There being a quorum present, Council President Pro Tempore Robinson called the meeting to order. The invocation was given by Pastor William Parsons of Redeemer Lutheran Church, and the Pledge of Allegiance was recited.

Council President Pro Tempore Robinson stated there was a need to add on an agenda item after Agenda Item Number 17: a Resolution that the City of Fairhope approves the procurement of Service for Repairing Center Bearing and Replacement of Center Bearing Seals and One Clarifier Center Bearing Center Swivel Pipe Assembly for the Wastewater Treatment Plant from Jim House and Associates as Sole Source Provider for Municipal Application of Schreiber Products in the State of Alabama. The units must fit into our existing standardized system; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-57(b)(1 & 2). The cost will be approximately \$14,408.00.

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

Councilmember Conyers moved to approve minutes of the 22 June 2020, regular meeting; minutes of the 22 June 2020, work session; minutes of the 22 June 2020, agenda meeting; and minutes of the 25 June 2020, special emergency meeting. Seconded by Councilmember Boone, 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.

Council President Burrell explained the reason he was not at the City Council meeting in person was due to testing positive to COVID-19; and would not be in the public until he receives a negative result. He encouraged everyone to wear masks in public; and said his family was doing well. Council President Burrell said we need to keep curve flattened, so wear masks and social distance. He commented they are only testing symptomatic people.

13 July 2020

Councilmember Conyers echoed the request to wear masks while in public and lead by example.

Councilmember Brown agreed with Public Works Director Richard Johnson regarding the Utility Crews dedication to the City. He thanked staff's reaction to the storms.

Councilmember Boone read the "Important Dates for the 2020 Municipal Election" listed on the back of the agenda. He encouraged everyone to vote.

Councilmember Conyers mentioned the primary runoff election being held tomorrow, Tuesday, July 14, 2020.

Council President Pro Tempore Robinson said he wanted to wish his lovely bride a Happy Birthday.

Council President Pro Tempore Robinson announced that Agenda Number 19, the Executive Session, has been removed from the agenda.

Councilmember Boone introduced in writing an ordinance to to Establish Water and Wastewater (Sewer) Rates for all Customers of the City of Fairhope Water and Wastewater Systems and to Repeal Ordinance No. 1383, Ordinance No. 1554, and Ordinance No. 1555. Operations Director Michael Allision explained the new rates to the City Council. Due to lack of a motion for immediate consideration, this ordinance will layover until the July 27, 2020 City Council meeting.

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves and authorizes the Mayor and the City to enter into a Grant Agreement with the Federal Aviation Administration to Rehabilitate Apron (Sealcoat and Remark ±150' X ±1020'), Expand Access Road (±350') which is more fully described in the Project Application for the H. L. "Sonny" Callahan Airport. The FAA grant amount is an amount not to exceed \$494,527.00 – AIP Project Number 3-01-0029-021-2020. The motion was seconded by Councilmember Boone. Council President Burrell commented that both AIP grants are 100 percent FAA funded. After further discussion, motion passed unanimously by voice vote.

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13 July 2020

RESOLUTION NO. 3751-20

**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 an amount not to exceed \$494,527.00 for 2020 AIP Funding Opportunity Number: 3-01-0029-021-2020 with the scope of the project to Rehabilitate Apron (Sealcoat and Remark ±150' X ±1020') and to Expand Access Road (±350') which are each more fully described in the Project Application for the H. L. "Sonny" Callahan Airport;

WHEREAS, the purpose of this grant is that the Federal Aviation Administration pay one hundred percent (100%) of the allowable costs incurred in accomplishing said project;

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 executing and submitting the final Grant Agreement is not later than August 1, 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 grant application for AIP Grant Number 3-01-0029-021-2020 may be finalized, approved, and accepted in accordance with applicable law and procedures.

Adopted this the 13th day of July, 2020

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

13 July 2020

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves and authorizes the Mayor and the City to enter into a Grant Agreement with the Federal Aviation Administration to Update Airport Master Plan which is more fully described in the Project Application for the H. L. "Sonny" Callahan Airport. The FAA grant amount is an amount not to exceed \$140,199.00 – AIP Project Number 3-01-0029-022-2020. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. ~~3752-20~~

**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 an amount not to exceed \$140,199.00 for 2020 AIP Funding Opportunity Number: 3-01-0029-022-2020 with the scope of the project to Update Airport Master Plan which is more fully described in the Project Application for the H. L. "Sonny" Callahan Airport;

WHEREAS, the purpose of this grant is that the Federal Aviation Administration pay one hundred percent (100%) of the allowable costs incurred in accomplishing said project;

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 execution of the applicable Grant Agreement is not later than August 1, 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 grant application for AIP Grant Number 3-01-0029-022-2020 may be finalized, approved, and accepted in accordance with applicable law and procedures.

Adopted this the 13th day of July, 2020

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

13 July 2020

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of Volkert, Inc. to perform Professional Design Engineering Services for Utility Easement at Coleman Lane and Sibley Creek in Spanish Fort, Alabama (RFQ No. PS016-20); and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule and establish a not-to-exceed limit with this firm. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

RESOLUTION NO. 3753-20

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of Volkert, Inc. to perform Professional Design Engineering Services for Utility Easement at Coleman Lane and Sibley Creek in Spanish Fort, Alabama (RFQ No. PS016-20); and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 13TH DAY OF JULY, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Council President Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement for Wastewater Containers/Service to Remove Solid Waste from Treatment Plant from Republic Services with an estimated cost of \$8,181.26; and authorizes the Mayor to sign a one year contract for these services. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

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13 July 2020

RESOLUTION NO. 3754-20

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

[1] That the City of Fairhope approves the procurement for Wastewater Containers/Service to Remove Solid Waste from Treatment Plant from Republic Services with an estimated cost of \$8,181.26; and authorizes the Mayor to sign a one year contract for these services.

Adopted on this 13th day of July, 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 approves the selection of Goodwyn, Mills & Cawood for Professional Survey Services for the Entire Landfill Property; and hereby authorizes Mayor Karin Wilson to execute a contract with a total cost of \$3,000.00. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

RESOLUTION NO. 3755-20

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of Goodwyn, Mills & Cawood for Professional Survey Services for the Entire Landfill Property; and hereby authorizes Mayor Karin Wilson to execute a contract with a total cost of \$3,000.00.

DULY ADOPTED THIS 13TH DAY OF JULY, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

13 July 2020

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of GeoCon Engineering and Testing, Inc. to perform Professional Engineering for Geotechnical Testing and Observation for the Church Street Utility and Drainage Improvements (RFQ No. PS010-20); and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule and establish a not-to-exceed limit with this firm. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

RESOLUTION NO. 3756-20

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of GeoCon Engineering and Testing, Inc. to perform Professional Engineering for Geotechnical Testing and Observation for the Church Street Utility and Drainage Improvements (RFQ No. PS010-20); and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 13TH DAY OF JULY, 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 to Award Bid for Ice Vending Machine for Marina (Fairhope Docks) (Bid No. 027-20) to Asphalt Services, Inc., with a total bid proposal of \$24,000.00; authorizes the Mayor to execute the maintenance agreement and the license agreement; and approves this unbudgeted item. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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13 July 2020

RESOLUTION NO. 3757-20

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 Ice Vending Machine for Marina (Fairhope Docks) (Bid Number 027-20) 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
Ice Vending Machine for Marina (Fairhope Docks)

[3] After evaluating the bid proposals with the required bid specifications, Asphalt Services, Inc., with a total bid proposal of \$24,000.00, is now awarded the bid for Ice Vending Machine for Marina (Fairhope Docks); authorizes the Mayor to execute the maintenance agreement and the license agreement; and approves this unbudgeted item.

Adopted on this 13th day of July, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

**CITY OF FAIRHOPE TABULATION
BID 027-20 Ice Machine for Marina
BID OPENED: June 30, 2020, 9:00 a.m.**

Vendor	Bid Documents Signed/Notarized (Y/N)	Minimum Specs Met (Y/N)	New Machine Unit Cost	Delivery (ARO)	Used Machine Unit Cost	Delivery (ARO)
The Ice Depot			NO BID			
Ice House America			NO BID			
Kooler Ice	YES	YES	\$ 54,522.00	N/A	NO BID	TBD
Everest Ice and Water			NO BID			
Asphalt Services, Inc.	YES	YES	NO BID	N/A	\$ 24,000.00	TBD

Recommendation: Asphalt Services

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

Signature
Pat White, Director of Parks and Recreation

7/7/2020
Date

Signature
Delores A Brandt, Purchasing Manager

7/7/2020
Date

13 July 2020

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to procure Cloud-Based Storage Space for the IT Department; and the service is available for direct procurement through the U.S. Communities/Omnia Partners Contract which has been nationally bid through its bid process; and therefore, does not have to be let out for bid. The cost will be \$62,000.00 annually. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 3758-20

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 Cloud-Based Storage Space for the IT Department; and the service is available for direct procurement through the U.S. Communities/Omnia Partners Contract which has been nationally bid through its bid process; and therefore, does not have to be let out for bid. The cost will be \$62,000.00 annually.

Adopted on this 13th day of July, 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 of Fairhope has voted to purchase a 2020 Ford F150 Supercab 4x2 Pickup Truck for the Meter Department; and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid. The cost will be \$23,854.00. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

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13 July 2020

RESOLUTION NO. 3759-20

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

[1] That the City of Fairhope has voted to purchase a 2020 Ford F150 Supercab 4x2 Pickup Truck for the Meter Department; and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and

[2] The following is the Alabama State Department of Purchasing contract information:

Bid Number: T191A

2020 Ford F150 Supercab **Cost is \$23,854.00**

Adopted on this 13th day of July, 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 of Fairhope has voted to purchase Three (3) In-Car Camera Systems and warranties for the Fairhope Police Department from Watch Guard, Inc.; and the vendor is the exclusive and Sole Source Manufacturer for this equipment. The system is available for procurement without formal bidding, provided by the Code of Alabama 1975, 41-16-51(a)(13). The total cost is \$16,159.50. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

13 July 2020

RESOLUTION NO. 3760-20

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

[1] That the City of Fairhope has voted to purchase Three (3) In-Car Camera Systems and warranties for the Fairhope Police Department from Watch Guard, Inc.; and the vendor is the exclusive and Sole Source Manufacturer for this equipment. The system is available for procurement without formal bidding, provided by the Code of Alabama 1975, 41-16-51(a)(13). The total cost is \$16,159.50.

Adopted on this 13th day of July, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to Reclassify Four (4) Equipment Operator III (Grade 18) to a Sanitation Crew Leader (Grade 20); and approve the updated Sanitation Crew Leader Job Descriptions. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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13 July 2020

RESOLUTION NO. 3761-20

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to Reclassify the following Job Positions; and approve the updated Sanitation Crew Leader Job Description and Grade of Pay for same; and amend the budget for positions per the following:

Reclassify:	Job Positions	Grade of Pay
	(4) Equipment Operator III	18
To:	(4) Sanitation Crew Leader	20

ADOPTED THIS 13TH DAY OF JULY, 2020

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that certain items are declared surplus and the Mayor and City Treasurer are hereby authorized and directed to dispose of personal property owned by the City of Fairhope by one of the following methods: [1] receiving bids for such property (via GovDeals) sold to the highest bidder; provided, however, that the City Council shall have the authority to reject all bids, when, in its opinion, it deems the bids to be less than adequate consideration for the personal property; [2] sold for scrap or recycle at the highest offered value; and [3] disposal via landfill. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

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13 July 2020

RESOLUTION NO. 3762-20

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

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

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

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

[SEE ATTACHED LIST OF EQUIPMENT]

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

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

ADOPTED AND APPROVED THIS 13TH DAY OF JULY, 2020

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

13 July 2020

FOURTH QUARTER SURPLUS LIST				
RECOMMENDED DISPOSITION	DESCRIPTION	MILEAGE	YEAR	VIN NUMBER
GOV DEAL	1997 FORD F150 PICK UP	186,099.00	1997	
GOV DEAL	INTERNATIONAL 4900 TRUCK	97,202	2001	
GOV DEAL	BUSH HOG 2710 LEGEND		2010	
GOV DEAL	FORD F350		2008	
GOV DEAL	TRAILER CHARLES MACH GREEN			
GOV DEAL	TRAILER DITCH WITCH T8A			
GOV DEAL	TRAILER ECONOLINE			
GOV DEAL	TRAILER			
GOV DEAL	INTERNATIONAL 4900 DUMP TRUCK		1995	
GOV DEAL	E-Z GO ELECTRIC GOLF CARTS (4 batteries w/charger) 68 Units to be sold		2016	
GOV DEAL	ROBINAIR A/C MACHINE 134A			
GOV DEAL	GENERATOR DSL			
GOV DEAL	VARIOUS BRAKE ROTORS/PADS			
GOV DEAL	183 DIGIUM/YEALINK/POLYCOM PHONES			
GOV DEAL	STAGE LIGHTING EQUIPMENT			
GOV DEAL	PRINTER CARTRIDGES			
GOV DEAL	PART WASHING MACHINE			
GOV DEAL	TRAILER INTERNATIONAL 18DT		1990	1JKD7M307LA602178
GOV DEAL	ROBINAIR 34788 NI A/C MACHINE			
GOV DEAL	PORTABLE STEAM CLEANER			
<p>Golf Cart Sales Plan: The Mechanical Maintenance Department plans to post/list 10 carts per cycle on GovDeals.com for individual sale - each auction will run for 7 days. Once the sold units are processed, paid for and picked up, then the next 10 will posted for auction. This will continue to all units are sold.</p>				

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement of Service for Repairing Center Bearing and Replacement of Center Bearing Seals and One Clarifier Center Bearing Center Swivel Pipe Assembly for the Wastewater Treatment Plant from Jim House and Associates as Sole Source Provider for Municipal Application of Schreiber Products in the State of Alabama. The units must fit into our existing standardized system; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-57(b)(1 & 2). The cost will be approximately \$14,408.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

13 July 2020

RESOLUTION NO. 3763-20

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 Service for Repairing Center Bearing and Replacement of Center Bearing Seals and One Clarifier Center Bearing Center Swivel Pipe Assembly for the Wastewater Treatment Plant from Jim House and Associates as Sole Source Provider for Municipal Application of Schreiber Products in the State of Alabama. The units must fit into our existing standardized system; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-57(b)(1 & 2). The cost will be approximately \$14,408.00.

Adopted on this 13th day of July, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

The following individuals spoke during Public Participation for Non-Agenda Items:

- 1) Dr. Bill Getter, Internal Medicine and Pulmonary, addressed the City Council on behalf of the Baldwin County Medical Society regarding COVID-19. He explained the most common way to contract the virus is talking with each other in close proximity. Dr. Getter said when you speak with each other you project droplets of water with whatever is in that water. He said the worse carriers are usually asymptomatic. Dr. Getter said that we can do what we can do locally, but we need to take it to the State level.
- 2) Sue Kirk, resident of Fairhope, addressed the City Council regarding the Utility Crew and said they are fabulous. Ms. Kirk stated she was concerned with the nationwide idiocy and stupidity regarding defunding the Police Departments while protesting and rioting. She mentioned one of the officers changing her tire in his full uniform in the heat. Ms. Kirk said we have a wonderful Police Department, a wonderful City, and nice people in Fairhope; and said "God Bless You" to everyone.

13 July 2020

Council President Pro Tempore commented we do have the most wonderful Police Department anywhere that he could possibly think of.

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

There being no further business to come before the City Council, the meeting was duly adjourned at 6:49 p.m.

Jay Robinson,
Council President Pro Tempore

Lisa A. Hanks, MMC
City Clerk

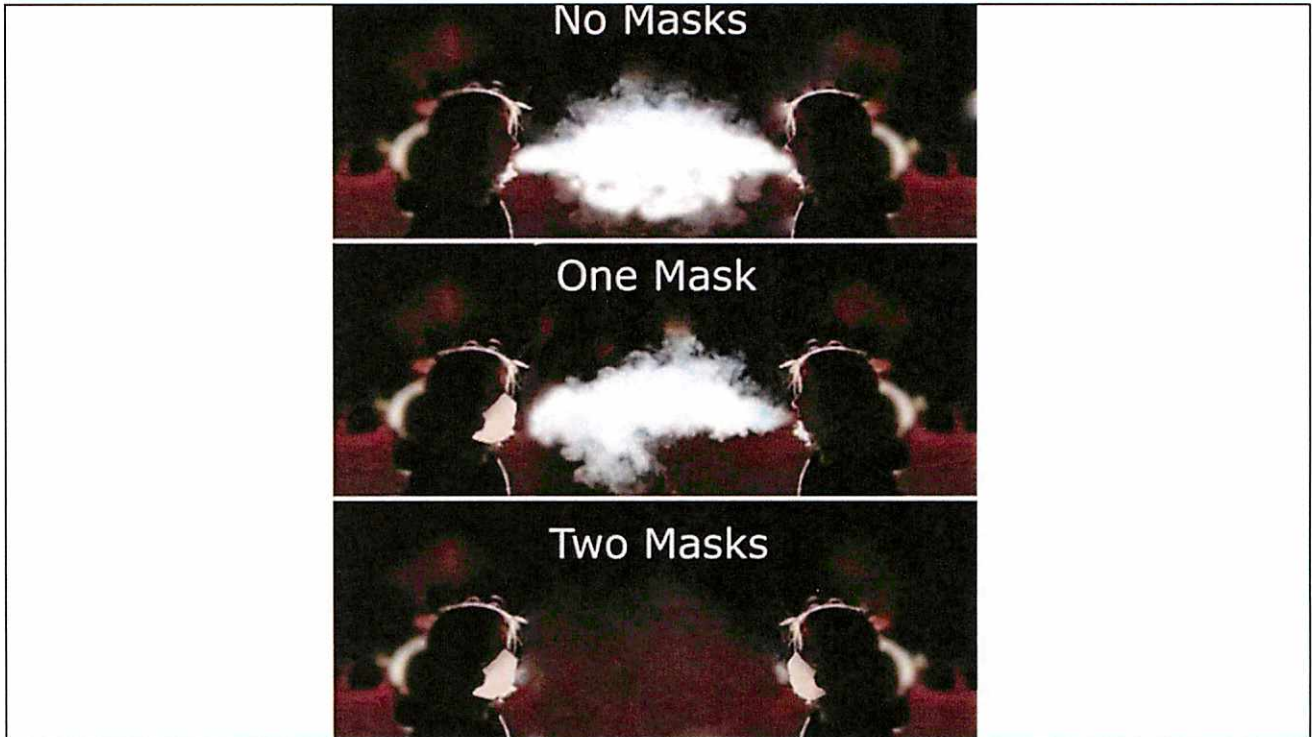


This news came late so don't have a slide. But Wanted to congratulate Fairhope's Semi Pro Football Storm - now in the 2nd round of playoffs after winning 24-0 over the weekend.

The commissioner of the league stated this morning about Fairhope Storm

"It's is absolutely the best put together product in semi pro I've seen yet. BT he only way to semi pro truly changes is with organizations like the Storm , led by people with integrity.

Congratulations and Good Luck Fairhope Storm



Many have reached out to me requesting a City mandate for masks. I asked council to discuss during work session as this is a council decision. It will not be added to tonight's agenda for a decision.

I'll share with citizens the facts presented during the work session

CDC recommends that people wear cloth face coverings in public settings and when around people who don't live in your household, especially when other [social distancing](#) measures are difficult to maintain.

Other information i want to share so people are informed: Thomas hospital advised that the % of positive results out of total tested has gone from around 2.4% and steadily rising to today about 10-12%. They averaged 3-4 people being treated at the hospital pre June to today 17. About a week ago it was 21, however not all of these patients were in for COVID they just tested positive when came for something else.

LOCAL DATA COVID



Article July 10th from 24/7 Wall Street, a news and commentary site, ranked Daphne-Fairhope-Foley 28th fastest growing cities in the country for COVID-19 Cases

Having local data is key in making local decisions. Something i've been trying to obtain from the Alabama Department of Public Safety for months.

Our attorney we hired for COVID consultation sent a public records request end of June. She has been working closely with ADPH's attorney. I've been following up almost daily on this ever since.

They said they're working on an online sign-in portal for local leaders to obtain regular updates to share with citizens in Cities where the zip code population is greater than \$25k - which Fairhope falls under this category.

Our attorney shared with me last week that ADPH specifically said that this information will now be available because of Fairhope's determination and perseverance.

I DID receive this at the end of the work session from the state:

I received local data during the work session. This is data from zip 36532 and I broke down last 3 wks by wks. It does not have number tested but we know from Thomas Hosp that the percentage is going up.

6/23-6/29 55%

6/30-7/5 17%

7/6-7/12 46%

I will post the details on my FB and have the City share as well. Please wear masks in public to protect others and help keep these numbers low.



Sewer upgrades continue. \$8M has been invested so far in sewer system upgrades without borrowing money. This does not include the \$11M approved in 2018 and awarded in May 2020 from RESTORE funds After we obtained a cost of service study, we learned that for every dollar's worth of service for sewer, we were only being paid 72 cents.

Our operation director proposed a 3 year incremental increase for council approval. Because of the funding obtained from RESTORE funds, these increases will not be as high as they would have been.



I am pleased to announce that we have a new head golf pro at Quail Creek who joined us on June 29th. Brian Williamson comes to Fairhope from Marion, AL, where he was the Golf Manager and Head Coach for the men's and women's golf program at The Military College of Alabama.

In addition to his coaching expertise, Brian brings 30 years of experience in golf which includes being a touring pro, Director of Golf at White Oak Plantation in Yulee, FL and head Golf Pro at Cuero Golf Course in Cuero, TX.

Brian's degree in Business Administration from the University of Texas has served him well in the industry as a contractor to Royal Caribbean and Carnival Cruise Lines, and as Corporate Group Golf Professional for the Ritz-Carlton Hotel Company.

Brian has an extensive background in food & beverage and golf retail management and is looking forward to implementing some ideas he already has to improve sales at Quail Creek.

He and his wife are excited to make Fairhope their home for a long time to come. Please welcome him and his family when you visit Quail Creek next.



Sherice Rada, our new HR Manager. Sherice brings 10 years HR experience to the City of Fairhope including new recruitment avenues to bring the best qualified applicants to the job; developing management and employee relationships to enhance job performance; developing safety programs; and maintaining an open-door policy. Among the many things Sherice will take the lead in here at Fairhope is utilizing Munis modules to get our records filed digitally and reduce the inordinate amount of and time-consuming paperwork we deal with now. Sherice graduated from USA in Mobile with a BS in Business Administration with a concentration in Human Resource Management. She lives in Daphne.

This term has been about giving voice back to citizens. Your input is necessary to help make the very best decisions.

This term has been about giving voice back to citizens. Your input is necessary to help make the very best decisions.

Sharing facts with Citizens so you are informed is paramount.

I announced in early 2017 that the City had been reporting for decades that it was fiscally healthy when in fact, we had been running around a \$6M deficit due to the misappropriation of utility profits? All this was wrong, and it has been fixed. Since you know about it, my hope is it will never get back to where we were financially.

When over 100 acres of parkland was about to be given away to a third party under the guise of a conservation easement? I made sure you knew about it, while making it clear that this should not happen because it was not legal and would require a citizen vote. The attempt failed.... For now.

When your vision for the future use of the K-1 property was going to be ignored because the rights to the property were going to be given to a third party? I insisted citizens must be a part of its future life. We started the citizen

engagement and now a mission statement exists developed by citizens.

By the way, this almost happened again about a month ago. The same third party tried to capitalize on your property without consideration of your mission statement and priority objectives. I stood up for your rights and made certain it was not going to be given away again to a third party. Another success. For now.

When a proposed subdivision was getting ready to be approved atop Tatumville Gully - one of our most sensitive watersheds - i let you know. 2,500 people signed a petition to remove the plan for approval. A success. For now.

I asked for funding to engage citizens to enable you to take part of the budget process so elected officials could understand your priorities and prevent reactionary spending that continues to happen today. While it was denied several years ago, the 2021 budget will include a citizen survey for capital spending priorities which will be put together in-house. It won't be as comprehensive, but it must take place.

The comprehensive land-use plan starting this fall will completely driven by citizen input and buy in for your vision. Otherwise, there would be no accountability for future elected officials to uphold this vision. That starts THIS FALL.

All of this is to say that accusing me of doing anything without citizen engagement is patently untrue. My actions speak louder than rumors



The WORKING WATERFRONT PROJECT

The facts.

As your mayor, I successfully obtained a total of \$18M in RESTORE FUNDS. Most of which will be spent on sewer system upgrades in addition to a study to prevent sewer system overflows along the Eastern Shore.

\$8M has been invested so far for Sewer System upgrades using utility profits before this money even kicks in.

\$6.2M of this was proposed and awarded for the Working Waterfront which is and will continue to be a citizen driven vision on how to improve the iconic municipal pier and south park for generations to come.

Fact:

A handful of people started rumors about about tearing down all the trees on the bluff, then it was defacing the bluff and anything negative they could think of to

somehow turn a very positive gift for our community into something nefarious.

These rumors are patently false.

Furthermore, because these rumors influenced good people into believing it as fact, we announced on June 18th - almost a month ago - that the plan would be fully re-engaged.

The fact that this group continues to rhetoric is unfortunate for citizens.

Unlike the past when the loudest influence decisions for you, it will NOT be the case for the Working Waterfront. Everyone will have an opportunity again to take part after the re engagement plan is developed this summer.

You'll have a safe and easy way to obtain all the facts with plenty of opportunities for input and the ability to speak for yourself. F

I know this sounds too good to be true because that has not been the case in the past. But no one can stop you, the citizen, from shutting you out.

Please understand. Council will have opportunities as they've had in the past for input like any other citizen. But the plan is not their decision, my decision or any future elected official's decision.

It has and will continue to be YOUR plan.

Thank you

STATE OF ALABAMA)(
 :
 COUNTY OF BALDWIN)(
)

The City Council met in a Work Session
 at 4:30 p.m., Fairhope Municipal Complex Council Chamber,
 161 North Section Street, Fairhope, Alabama 36532,
 on Monday, 13 July 2020.

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

Council President Pro Tempore Robinson called the meeting to order at 4:30
 p.m.

The following topics were discussed:

- The first item on the Agenda was the Discussion of Gas Department needing funding for Contractors was presented by Operations Director Michael Allison. He explained the recent Annual Inspection through the Public Services Commission and several issues that were found. Mr. Allison said the Gas Department is three years behind finding unprotected gas services; and needs to have 360 services by December 31, 2020. He said another find is cathodic issues in rectifiers with at least 11 shorts discovered. Mr. Allison said the City would bid out for contractors.
- The Discussion of New Position for a Civil or Mechanical Engineer (Grade 26) for the Fairhope Public Utilities was presented by by Operations Director Michael Allison. He said this position would be use for small projects with experience with on the Water and Wastewater side; and would be trained on the Gas side. Mr. Allison commented this position could help with the ADEM lawsuit or approve in the FY2021 budget. Mayor Wilson said this would help with the ADEM initiative.
- Planning and Zoning Manager Hunter Simmons addressed the City Council regarding the Discussion of Energov Software and said this would be mainly for building permits. He said it would trail the entire project; and have building permits digitally. Mr. Simmons said there are CARES Act funds available; but there may be some costs not funded by this act. He said this is a digital management program that is part of Tyler Technologies like our MUNIS software system. Council President Pro Tempore Robinson said this is a good time if any. Council President Burrell requested the recurring annual costs and maintenance costs.
- City Treasurer Kim Creech addressed the City Council regarding the Discussion of Moving Tier II Employees to Tier I with the Employees' Retirement System. She told the City Council the annual cost for this year would be \$66,224.00; and the additional unfunded actuarial accrued liability will be amortized over a closed 15-year period as a percentage of total payroll. Ms. Creech commented we are one of the last to adopt a resolution. She said that recruiting has been hindered due to this benefit being offered by other Cities.

Monday, July 13, 2020

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Councilmember Conyers and Council President Pro Tempore Robinson said this was not a great expense for the number of employees. Ms. Creech commented the Police Department would have a future issue with hiring if not adopted. Council President Burrell said that the Tier II employees will eventually be at 100 percent in the future. He said we need to show employees their total compensation and also future employees; i.e. insurance, long term and short term insurance, RSA contributions, etc.

- The Discussion of Wearing Masks was presented by Mayor Wilson who said citizens are wanting masks to be mandated. She commented Fairhope has been leading the way with the COVID-19 Pandemic. Mayor Wilson mentioned the COVID-19 attorney we hired sent a request for public records to the Alabama Public Health Department's attorney for statistics on the Pandemic. She said they are going to have accessible to Government Officials statistics for their Cities/Towns. Mayor Wilson read the CDC Guidelines; and commented our government job is to protect the well being and safety of our citizens.

Council President Pro Tempore Robinson said he was in favor of strongly encouraging to wear mask, but not mandating it. He said a mandate cannot be enforced by our Police Department. Councilmember Conyers also said he strongly recommends wearing masks. He mentioned family members who had COVID-19; and told everyone this is a serious disease. Councilmember Brown said he would leave it up to individuals. Council President Pro Tempore Robinson said his 3-year old wore a mask to dance but was not sure how long it stayed on. Councilmember Boone agreed with Councilmember Conyers and Council President Pro Tempore Robinson. Council President Burrell agreed with them: strongly encourage, not enforceable, and lead by example. Council President Pro Tempore Robinson commented the City has been encouraging everyone to follow the CDC Guidelines. He said we need to get the updated information out to citizens.

- Council President Burrell said there are two resolutions on the City Council agenda for the Airport Authority; and asked for the City Council to support the grant applications.
- Councilmember Conyers commented the Historic Preservation Committee will meet on Wednesday at 9:00 a.m.
- Public Works Director Richard Johnson addressed the City Council and said he appreciated the Electric Department responding to the storm last night. He stated there was a Heritage Live Oak tree down near Walgreens and signals were down. Mr. Johnson also said there were homes damaged on Pleasant Avenue; and he did not know if it was straight line winds or tornadic activity.
- Special Projects Manager Lynn Maser addressed the City Council regarding the Quail Creek Golf Course. She mentioned a parcel that runs parallel to our right-of-way; and the homeowner was going to put up a fence. Ms. Maser said the homeowner was wanting \$1,500.00 per month for use to lease property. She stated we offered \$1,500.00 per year. Ms. Maser said once the homeowner realized he would have to maintain the property; we are leaving as is, we maintain and lease for \$1,500.00 per year. City Attorney McDowell commented we need to get it surveyed.

Monday, July 13, 2020

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- City Treasurer Kim Creech addressed the City Council regarding the need to add on a resolution for repairs to the Wastewater Treatment Plant. Assistant Water and Sewer Superintendent Tim Manuel explained the rush to get the equipment repaired; and said a bearing locked up. He said the money is budgeted for maintenance. Councilmember Boone requested a report of findings. Mr. Allison replied he would get a failure analysis and report back to the City Council. Council President Burrell questioned if it was under warranty. Mr. Manuel replied he would check.
- Ms. Creech brought up the fuel tank issue; and said this was mainly caused due to being a “rush job.” She explained after being installed we sent a purchase order for \$15,000.00 which was the amount approved by the City Council. Ms. Creech said the owner came back and said there was another \$10,231.99 for cleaning out and redoing the diesel side. Ms. Maser commented this was a mistake by all who read this quote and owner.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:36 p.m.

Jay Robinson
Council President Pro Tempore

Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)(

The City Council met in an Agenda Meeting at 5:30 p.m.,
Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
on Monday, 13 July 2020.

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

Council President Pro Tempore Robinson called the meeting to order at 5:36 p.m.
The City Council reviewed and discussed the agenda for their meeting to be held today at
6:00 p.m. Operation Directors Michael Allison, Assistant Water & Sewer Superintendent
Tim Manuel, Public Works Director Richard Johnson, IT Director Jeff Montgomery, and
Chief Stephanie Hollinghead addressed the City Council and briefly explained their
Department’s Agenda Items. Council President Burrell explained Agenda Item Number
12: a resolution regarding the ice vending machine at Fairhope Docks.

There being no further business to come before the City Council, the meeting was
duly adjourned at 5:50 p.m.

Jay Robinson,
Council President Pro Tempore

Lisa A. Hanks, MMC
City Clerk

2 July 2020

NOTICE AND CALL OF SPECIAL MEETING

Notice is hereby given of a special emergency meeting of the City Council of the City of Fairhope, Alabama, to be held at the Fairhope Municipal Complex on Thursday, 2 July 2020, at 11:30 a.m., for the purpose of:

- ❖ Resolution to authorize Mayor Karin Wilson or Council President Jack Burrell to execute a professional services agreement with Goodwyn, Mills and Cawood (GMC) for work performed related to the removal and remediation of certain underground storage tanks located on City property and an adjacent property located at or near the northeast corner of Section Street and Fairhope Avenue. The scope of work shall include associated analytical fees, professional services, and miscellaneous fees with a not to exceed price of \$15,258.00.
- ❖ Resolution to authorize Mayor Karin Wilson or Council President Jack Burrell to execute a temporary easement agreement with 10 N Section, LLC for the removal and remediation of certain underground storage tanks located on city property and near the northeast corner of Section Street and Fairhope Avenue. The construction easement will permit city employees to work on said land for the purpose of removing subterranean tanks on and off city property in consideration of a reduction of the purchase price of said corner lot.
- ❖ Resolution to authorize the request of reimbursement from CARES Act to Contract Dylan Spencer of Story Telling for work to be performed on the website Fairhope Local.

Signed electronically via Teleconference
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.

Signed / Jimmy Conyers

Signed / Robert Brown

Signed / Kevin Boone

Attest:

Signed / Jennifer Olmstead
Revenue Manager

2 July 2020

STATE OF ALABAMA)(
 :
COUNTY OF BALDWIN)(

The City Council, City of Fairhope, met in special emergency session a 4:30 p.m. via Teleconference for COVID-19 related Items, 161 North Section Street, Fairhope, Alabama 36532, on Thursday, 2 July 2020.

Present were Council President Jack Burrell, Councilmembers: Jimmy Conyers, Robert Brown, and Kevin Boone, Mayor Karin Wilson, City Attorney Marcus McDowell, and Revenue Manager Jennifer Olmstead.

There being a quorum present, Council President Burrell called the meeting to order at 11:31 a.m.

Council President Burrell announced that the Special Emergency Meeting was called to adopt the following items related to necessary to perform essential minimum functions of the governmental body: a resolution that the City Council approves the Goodwyn, Mills and Cawood (GMC) agreement for work performed related to the removal and remediation of certain underground storage tanks located on City property and adjacent property located at or near the northeast corner of Section Street and Fairhope Avenue and authorizes Mayor Karin Wilson or Council President Jack Burrell to execute the associated agreement and expenditure of a price not to exceed \$15,258.00; and a resolution that the City Council approves the temporary Construction easement between the City of Fairhope and 10 North Section, LLC and permits city employees to work on said land for the purpose of removing subterranean tanks located at the Northeast corner of Section Street and Fairhope Avenue and authorizes Mayor Karin Wilson or Council President Jack Burrell to execute the Temporary Construction and Access Easement; and a resolution to authorize the request of reimbursement from CARES Act to Contract Dylan Spencer of Story Telling for work to be performed on the website Fairhope Local.

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Karin Wilson or Council President Jack Burrell is hereby authorized to execute a professional services agreement with Goodwyn, Mills and Cawood (GMC) for work performed related to the removal and remediation of certain underground storage tanks located on City property and an adjacent property located at or near the northeast corner of Section Street and Fairhope Ave. The scope of work shall include associated analytical fees, professional services and miscellaneous fees with a not to exceed price of \$15,258.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

2 July 2020

RESOLUTION NO. 3748-20

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

That Mayor Karin Wilson or Council President Jack Burrell is hereby authorized to execute a professional services agreement with Goodwyn, Mills and Cawood (GMC) for work performed related to the removal and remediation of certain underground storage tanks located on City property and an adjacent property located at or near the northeast corner of Section Street and Fairhope Ave. The scope of work shall include associated analytical fees, professional services and miscellaneous fees with a not to exceed price of \$15,258.00.

Adopted on this 2nd day of July, 2020

Karin Wilson, Mayor or
Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Karin Wilson or Council President Jack Burrell is hereby authorized to execute a temporary easement agreement with 10 North Section, L.L.C. a Louisiana corporation, granting the City of Fairhope a construction easement on its property for the removal and remediation of certain underground storage tanks located on City property and near the northeast corner of Section Street and Fairhope Ave. The construction easement will permit city employees to work on said land for the purpose of removing subterranean tanks on and off City property in consideration of a reduction of the purchase price of said corner lot.

The Council hereby determines that the expenditures involved in this matter serve a valid and sufficient public purpose in that the public private partnership between the parties will remove potential public health risks and prevent future potential contaminates on City property. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

2 July 2020

RESOLUTION NO. 3749-20

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

That Mayor Karin Wilson or Council President Jack Burrell is hereby authorized to execute a temporary easement agreement with 10 North Section, L.L.C. a Louisiana corporation, granting the City of Fairhope a construction easement on its property for the removal and remediation of certain underground storage tanks located on City property and near the northeast corner of Section Street and Fairhope Ave. The construction easement will permit city employees to work on said land for the purpose of removing subterranean tanks on and off City property in consideration of a reduction of the purchase price of said corner lot.

The Council hereby determines that the expenditures involved in this matter serve a valid and sufficient public purpose in that the public private partnership between the parties will remove potential public health risks and prevent future potential contaminates on City property.

Adopted on this 2nd day of July, 2020

Karin Wilson, Mayor or
Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone made a motion to amend the agenda to add a resolution read by City Attorney Marcus McDowell as that the Public Works Department of the City of Fairhope is hereby authorized and directed to work and coordinate with Goodwyn, Mills and Cawood (GMC) in performing certain work related to the removal and remediation of certain underground storage tanks located on City property and an adjacent property located at or near the northeast corner of Section Street and Fairhope Ave. The scope of work for the Public Works department shall include but not be limited to excavation, removal, disposition of subsurface tanks and contaminated soils and returning said property to its current condition. Said work serves a public purpose in that it removes said contamination on and off public property. Seconded by Councilmember Brown, motion for addition passed unanimously by voice vote.

2 July 2020

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the Public Works Department of the City of Fairhope is hereby authorized and directed to work and coordinate with Goodwyn, Mills and Cawood (GMC) in performing certain work related to the removal and remediation of certain underground storage tanks located on City property and an adjacent property located at or near the northeast corner of Section Street and Fairhope Ave. The scope of work for the Public Works department shall include but not be limited to excavation, removal, disposition of subsurface tanks and contaminated soils and returning said property to its current condition. Said work serves a public purpose in that it removes said contamination on and off public property. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

RESOLUTION NO. 3750-20

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

That the Public Works Department of the City of Fairhope is hereby authorized and directed to work and coordinate with Goodwyn, Mills and Cawood (GMC) in performing certain work related to the removal and remediation of certain underground storage tanks located on City property and an adjacent property located at or near the northeast corner of Section Street and Fairhope Ave. The scope of work for the Public Works department shall include but not be limited to excavation, removal, disposition of subsurface tanks and contaminated soils and returning said property to its current condition. Said work serves a public purpose in that it removes said contamination on and off public property.

Adopted on this 2nd day of July, 2020

Karin Wilson, Mayor or
Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

2 July 2020

Mayor Karin Wilson spoke about what services Dylan Spencer of Story Telling would provide for the Fairhope Local Website. The information would include, but not be limited to medical facilities, pharmacies and local merchants providing essential services; information on hours of operation and any new guidelines on how the facilities conduct their business as pertaining to Covid-19 regulations. The amount of services in the amount of \$6,000.00 could be reimbursed through the CARES Act.

Councilmember Conyers questioned if the City owned the domain fairhopelocal.org. Mayor Karin Wilson continued how this would be an investment in local entrepreneurs with a private-public partnership possibility. Mayor Karin Wilson did state that the City does own the domain in question and there would be a link on the City's main website that would direct you to fairhopelocal.org. Councilmember Boone stated that if the City is paying for it, it needs to be on the City's main website and not a link to another website.

A resolution that the City Council approves the selection of Dylan Spencer of Story Telling for work on the website: Fairhope Local business in the amount of \$6,000.00, reimbursement for these funds will be requested from the CARES Act; and hereby authorizes Mayor Karin Wilson to execute the associated contract in the amount \$6,000.00 failed by lack of motion.

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

There being no further business to come before the City Council, the meeting was duly adjourned at 12:00 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO: _____

AN ORDINANCE TO ESTABLISH WATER AND WASTEWATER (SEWER) RATES FOR ALL CUSTOMERS OF THE CITY OF FAIRHOPE WATER AND WASTEWATER SYSTEMS AND TO REPEAL ORDINANCE NO. 1383, ORDINANCE NO. 1554, AND ORDINANCE NO. 1555.

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

ARTICLE III. WATER

AMEND - Sec. 21-38 RATE - SCHEDULE

(a) Water rates schedule:

Beginning 10/1/2020

- W1 Inside the City Limits:
 - First 1,000 Gallons (minimum charge) \$12.03
 - Plus, all over 1,000 gallons per each 1,000 gallons \$2.74
 - Plus LCA and Tax
- W2 & W3 Outside the City Limits
 - First 1,000 Gallons (minimum charge) \$15.48
 - Plus, all over 1,000 gallons per each 1,000 gallons \$3.92
 - Plus LCA and Tax

Beginning 10/1/2021 and until replaced by the City Council

- W1 Inside the City Limits:
 - Minimum Charge \$12.03
 - Plus, each 1,000 gallons \$2.39
 - Plus LCA and Tax
- W2 & W3 Outside the City Limits
 - Minimum Charge \$15.48
 - Plus, each 1,000 gallons \$3.57
 - Plus LCA and Tax

(b) Labor Cost Adjustment (LCA) Factor. The base rates set forth above may be adjusted periodically to account for permanent changes in labor-related revenue requirements (e.g., salaries and wages, pensions and benefits, etc.) that come about as a result of budget actions taken by the City Council for a fiscal year. Such adjustment, when approved by the City Council, shall be calculated as follows:

- $LCA = 1 + ((TLCB - TLCPY) / BRRR)$
- Where: TLCB = The total annual labor cost, in dollars, that is reflected in the electric utility budget for the coming fiscal year, as approved by the Board.
- TLCPY = The total actual annual labor cost, in dollars, that was incurred by the electric utility for the prior fiscal year.
- BRRR = The total estimated revenue requirement, in dollars, that is being recovered in current base rates.

Ordinance No. _____

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- The LCA factor so calculated shall be applied to each retail rate set forth above such that it will result in new base wastewater (sewer) rates. Thus, when applied, a new TLC PY and BRRR will be established for future LCA calculations. The following accounts shall be used in the determination of total labor costs as reflected in TLCB and TLCPY:
 - Salaries
 - Payroll Taxes
 - Retirement Expense
 - Insurance : Employees Group
 - Employee Retirement/ Medical Insurance
 - Casualty/ Workers Compensation Insurance
- Note: the listing of accounts used to determine TLCB and TLCPY may be modified from time to time as prescribed by the City's accounting and budget procedures.

ARTICLE IV. WASTEWATER (SEWER)

AMEND - Sec. 21-54 RATE – SCHEDULE

(a) Wastewater (sewer) rates schedule:

Beginning 10/1/2020

- S1 Inside the City Limits:
 - First 1,000 Gallons (minimum charge) \$16.05
 - Plus, all over 1,000 gallons per each 1,000 gallons \$4.75
 - Plus LCA
- S2 & S3 Outside the City Limits
 - First 1,000 Gallons (minimum charge) \$18.42
 - Plus, all over 1,000 gallons per each 1,000 gallons \$5.22
 - Plus LCA

Beginning 10/1/2021

- S1 Inside the City Limits:
 - Minimum Charge \$18.50
 - Plus, each 1,000 gallons \$4.75
 - Plus LCA
- S2 & S3 Outside the City Limits
 - Minimum Charge \$20.50
 - Plus, each 1,000 gallons \$5.75
 - Plus LCA

Beginning 10/1/2022 and until replace by the City Council

- S1 Inside the City Limits:
 - Minimum Charge \$20.00
 - Plus, each 1,000 gallons \$5.00
 - Plus LCA
- S2 & S3 Outside the City Limits
 - Minimum Charge \$22.50
 - Plus, each 1,000 gallons \$6.00
 - Plus LCA

Ordinance No. _____

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(b) Labor Cost Adjustment (LCA) Factor. The base rates set forth above may be adjusted periodically to account for permanent changes in labor-related revenue requirements (e.g., salaries and wages, pensions and benefits, etc.) that come about as a result of budget actions taken by the City Council for a fiscal year. Such adjustment, when approved by the City Council, shall be calculated as follows:

- $LCA = 1 + ((TLCB - TLCPY) / BRRR)$
- Where: TLCB = The total annual labor cost, in dollars, that is reflected in the electric utility budget for the coming fiscal year, as approved by the Board.
- TLCPY = The total actual annual labor cost, in dollars, that was incurred by the electric utility for the prior fiscal year.
- BRRR = The total estimated revenue requirement, in dollars, that is being recovered in current base rates.
- The LCA factor so calculated shall be applied to each retail rate set forth above such that it will result in new base wastewater (sewer) rates. Thus, when applied, a new TLC PY and BRRR will be established for future LCA calculations. The following accounts shall be used in the determination of total labor costs as reflected in TLCB and TLCPY:
 - Salaries
 - Payroll Taxes
 - Retirement Expense
 - Insurance : Employees Group
 - Employee Retirement/ Medical Insurance
 - Casualty/ Workers Compensation Insurance
- Note: the listing of accounts used to determine TLCB and TLCPY may be modified from time to time as prescribed by the City's accounting and budget procedures.

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

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

ADOPTED THIS THE 27TH DAY OF JULY, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

2021 Wastewater and Water Rate Adjustments

Council President and Council,

In 2019 we began the process of conducting a cost of service study for all four utilities. This process was completed by Jackson Thornton Certified Public Accountants and Consultants and concluded with a presentation to you in late 2019.

The result of this study showed that in general we were recovering our costs with three of the four utilities with Wastewater being the exception.

The consultant recommended changing the wastewater rates to reduce the included commodity to zero over a two-year period which would have resulted in an approximate funding level to wastewater of 89% from the current 72%. Council also asked me to investigate the requirements to bring wastewater to 100% funded within the same period.

Both options were presented to council on June 22, 2020 and council asked me to bring an ordinance to them at the July 13th meeting showing bringing the wastewater funding to 100% within a three-year period.

Based on this request is the attached rate changes showing both the current rates as well as the proposed changes. The water change is a decrease in commodity charge of \$0.70 total as well as a reduction in the included commodity to zero to maintain continuity between the two rates yet remain revenue neutral. The changes to the wastewater rates are spread over a three-year period and are designed to cover the required revenue using 2020 dollars. I have attached a spreadsheet showing the effect of these changes and the revenue requirements.

I respectfully request your consideration of the attached ordinance to make the following changes to the Wastewater and Water rates for Fairhope Public Utilities to support our continued operations, maintenance and improvements to the system and to eliminate the cross subsidization of the Wastewater utility from the Water Department.

I will be at the meetings to answer any questions that you or the public may have during this process.

Respectfully,

Mike Allison
Operations Director
Fairhope Public Utilities

Current Water Rates

Water Rates:

1. W1: Inside the city limits.
 - First 2,000 gallons (minimum) \$12.03
 - Plus all over 2,000 gallons, per each additional 1,000 gallons \$3.09
 - Plus tax.
2. W2 & W3: Outside the city limits excluding Marlow.
 - First 2,000 gallons (minimum) \$15.48
 - Plus all over 2,000 gallons, per each additional 1,000 gallons \$4.27
 - Plus tax.
3. W4: Outside the city limits Marlow.
 - First 2,000 gallons (minimum) \$15.48
 - Plus all over 2,000 gallons, per each additional 1,000 gallons \$4.27
 - Plus tax.
4. Labor Cost Adjustment (LCA) Factor. The base rates set forth above may be adjusted periodically to account for permanent changes in labor-related revenue requirements (e.g., salaries and wages, pensions and benefits, etc.) that come about as a result of budget actions taken by the City Council for a fiscal year. Such adjustment, when approved by the City Council, shall be calculated as follows:
 - $$LCA = 1 + ((TLCB - TLCPY) / BRRR)$$
 - Where: TLCB = The total annual labor cost, in dollars, that is reflected in the electric utility budget for the coming fiscal year, as approved by the Board.
 - TLCPY = The total actual annual labor cost, in dollars, that was incurred by the electric utility for the prior fiscal year.
 - BRRR = The total estimated revenue requirement, in dollars, that is being recovered in current base rates.
 - The LCA factor so calculated shall be applied to each retail rate set forth above such that it will result in new base wastewater (sewer) rates. Thus, when applied, a new TLC PY and BRRR will be established for future LCA calculations. The following accounts shall be used in the determination of total labor costs as reflected in TLCB and TLCPY:
 - Salaries
 - Payroll Taxes
 - Retirement Expense
 - Insurance :... Employees Group
 - Employee Retirement/ Medical Insurance
 - Casualty/ Workers Compensation Insurance
 - Note: the listing of accounts used to determine TLCB and TLCPY may be modified from time to time as prescribed by the City's accounting and budget procedures.

Proposed Water Rates

- (a) Water rates schedule:
 - Beginning 10/1/2020
 - W1 Inside the City Limits:
 - First 1,000 Gallons (minimum charge) \$12.03
 - Plus, all over 1,000 gallons per each 1,000 gallons \$2.74
 - Plus LCA and Tax
 - W2 & W3 Outside the City Limits
 - First 1,000 Gallons (minimum charge) \$15.48
 - Plus, all over 1,000 gallons per each 1,000 gallons \$3.92
 - Plus LCA and Tax
 - Beginning 10/1/2021 and until replaced by the City Council
 - W1 Inside the City Limits:
 - Minimum Charge \$12.03
 - Plus, each 1,000 gallons \$2.39
 - Plus LCA and Tax
 - W2 & W3 Outside the City Limits
 - Minimum Charge \$15.48
 - Plus, each 1,000 gallons \$3.57
 - Plus LCA and Tax
- (b) Labor Cost Adjustment (LCA) Factor. The base rates set forth above may be adjusted periodically to account for permanent changes in labor-related revenue requirements (e.g., salaries and wages, pensions and benefits, etc.) that come about as a result of budget actions taken by the City Council for a fiscal year. Such adjustment, when approved by the City Council, shall be calculated as follows:
 - $LCA = 1 + ((TLCB - TLCPY) / BRRR)$
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 - TLCPY = The total actual annual labor cost, in dollars, that was incurred by the electric utility for the prior fiscal year.
 - BRRR = The total estimated revenue requirement, in dollars, that is being recovered in current base rates.
 - The LCA factor so calculated shall be applied to each retail rate set forth above such that it will result in new base wastewater (sewer) rates. Thus, when applied, a new TLC PY and BRRR will be established for future LCA calculations. The following accounts shall be used in the determination of total labor costs as reflected in TLCB and TLCPY:
 - Salaries
 - Payroll Taxes
 - Retirement Expense
 - Insurance ... Employees Group

- Employee Retirement/ Medical Insurance
- Casualty/ Workers Compensation Insurance
- Note: the listing of accounts used to determine TLCB and TLCPY may be modified from time to time as prescribed by the City's accounting and budget procedures

Current Wastewater Rates

- (a) Wastewater (sewer) rates schedule:
 - (1) S1: Inside the city limits.
 - First 2,000 gallons (minimum) \$16.05
 - Plus all over 2,000 gallons, per each additional 1,000 gallons \$4.24
 - Fixed sewer = \$21.40
 - (2) S2 & S3 outside the city limits.
 - First 2,000 gallons (minimum) \$18.42
 - Plus all over 2,000 gallons, per each additional 1,000 gallons \$ 5.22
 - Fixed sewer = \$33.28
- (b) Labor Cost Adjustment (LCA) Factor. The base rates set forth above may be adjusted periodically to account for permanent changes in labor-related revenue requirements (e.g., salaries and wages, pensions and benefits, etc.) that come about as a result of budget actions taken by the City Council for a fiscal year. Such adjustment, when approved by the City Council, shall be calculated as follows:
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 - Salaries
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 - Insurance :... Employees Group
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 - Casualty/ Workers Compensation Insurance
 - Note: the listing of accounts used to determine TLCB and TLCPY may be modified from time to time as prescribed by the City's accounting and budget procedures.

Proposed Wastewater Rates

- (a) Wastewater (sewer) rates schedule:
 - Beginning 10/1/2020
 - S1 Inside the City Limits:
 - First 1,000 Gallons (minimum charge) \$16.05
 - Plus, all over 1,000 gallons per each 1,000 gallons \$4.75
 - Plus LCA
 - S2 & S3 Outside the City Limits
 - First 1,000 Gallons (minimum charge) \$18.42
 - Plus, all over 1,000 gallons per each 1,000 gallons \$5.22
 - Plus LCA
 - Beginning 10/1/2021
 - S1 Inside the City Limits:
 - Minimum Charge \$18.50
 - Plus, each 1,000 gallons \$4.75
 - Plus LCA
 - S2 & S3 Outside the City Limits
 - Minimum Charge \$20.50
 - Plus, each 1,000 gallons \$5.75
 - Plus LCA
 - Beginning 10/1/2022 and until replace by the City Council
 - S1 Inside the City Limits:
 - Minimum Charge \$20.00
 - Plus, each 1,000 gallons \$5.00
 - Plus LCA
 - S2 & S3 Outside the City Limits
 - Minimum Charge \$22.50
 - Plus, each 1,000 gallons \$6.00
 - Plus LCA
- (b) Labor Cost Adjustment (LCA) Factor. The base rates set forth above may be adjusted periodically to account for permanent changes in labor-related revenue requirements (e.g., salaries and wages, pensions and benefits, etc.) that come about as a result of budget actions taken by the City Council for a fiscal year. Such adjustment, when approved by the City Council, shall be calculated as follows:
 - $LCA = 1 + ((TLCB - TLCPY) / BRRR)$

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 - Insurance ... Employees Group
 - Employee Retirement/ Medical Insurance
 - Casualty/ Workers Compensation Insurance
- Note: the listing of accounts used to determine TLCB and TLCPY may be modified from time to time as prescribed by the City's accounting and budget procedures.

Sewer Rate Case Options						
Inside customers	9,075	5000 gallon avg				
Outside customers	1,062	7000 gallon avg				
Current	Inside	Outside		Revenue requirement (2018 dollars)	\$6,179,551	
Monthly Customer Charge	\$ 16.05	\$ 18.42		Revenue Requirements (2020 dollars)	\$6,441,498	
Commodity Charge	\$ 4.24	\$ 5.22				
Total for average customer	\$ 28.77	\$ 44.52		Current revenue intake from rates	\$3,700,416	
				Other revenue	\$723,563	
Year 1 Rate Changes	Inside	Outside		Total revenue	\$4,423,979	
Monthly Customer Charge	\$ 16.05	\$ 18.42		Shortfall	(\$1,755,572)	72%
Commodity Charge	\$ 4.75	\$ 5.75				
Total for average customer	\$ 35.05	\$ 52.92		Year 1 revenue from rates	\$4,491,357	
Net difference from current	\$ 6.28	\$ 8.40		Other revenue	\$723,563	
				Total revenue	\$5,214,920	
Year 2 Rate Changes	Inside	Outside		Shortfall	(\$1,226,578)	80%
Monthly Customer Charge	\$ 18.50	\$ 20.50				
Commodity Charge	\$ 4.75	\$ 5.75		Year 2 revenue from rates	\$5,375,223	
Total for average customer	\$ 42.25	\$ 60.75		Other revenue	\$723,563	
Net difference from current	\$ 13.48	\$ 16.23		Total revenue	\$6,098,786	
				Shortfall	(\$342,712)	94%
Year 3 Rate Changes	Inside	Outside				
Monthly Customer Charge	\$ 20.00	\$ 22.50		Year 3 revenue from rates	\$5,722,488	
Commodity Charge	\$ 5.00	\$ 6.00		Other revenue	\$723,563	
Total for average customer	\$ 45.00	\$ 64.50		Total revenue	\$6,446,051	
Net difference from current	\$ 16.23	\$ 19.98		Shortfall	\$4,553	100%

Other revenue includes revenue from those using more than the average, transfers, etc. Left those in 2018 dollars as its income not expenses to be consertative

ORDINANCE NO. ____

WHEREAS, **CITY OF FAIRHOPE**, the owner of the hereinafter described property, did, in writing, petition the City of Fairhope, a municipal corporation, for annexation under Section 11-42-21 of the Code of Alabama, 1975, as amended; and

WHEREAS, a map of said property is attached to said Petition as an exhibit; NOW, THEREFORE

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the following described property, lying contiguous to the corporate limits of the City of Fairhope, Alabama; and not within the corporate limits or the police jurisdiction of any other municipality; be and the same is hereby annexed to the City of Fairhope, Alabama, to-wit:

Property is located at 560 South Section Street, Fairhope, Alabama.

LEGAL DESCRIPTION:

TAX PARCEL 46-04-19-4-000-001.001

Lot 1, Bighead Industrial Sites, a Subdivision, according to map or plat thereof recorded in Map Book 12, Page 116 in the records in the Office of the Judge of Probate of Baldwin County, Alabama.

THIS CONVEYANCE AND THE WARRANTIES CONTAINED IN THIS WARRANTY DEED WITH VENDOR'S LIEN RESERVED ARE MADE SUBJECT TO THE FOLLOWING:

Minimum building setback lines and other matters established by the Baldwin County, Alabama Zoning Regulations, dated April 6, 1999.

Differences between actual and recorded distances and bearings on the North and West sides of the property as shown on survey by Seth W. Moore dated April 11, 2002.

Encroachment of asphalt over the North line of the above described property as shown on survey by Seth W. Moore dated April 11, 2002.

This property shall be zoned R-1, Low Density Single-Family Residential District.

BE IT FURTHER ORDAINED that a certified copy of this Ordinance, with a copy of the Petition and the exhibit, be recorded in the Office of the Probate Judge, Baldwin County, Alabama.

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

ADOPTED THIS 27TH DAY OF JULY, 2020

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk



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

PETITION FOR ANNEXATION

STATE OF ALABAMA)(
COUNTY OF BALDWIN)(

We, the undersigned PETITIONER(S), owner(s) of the lands in fee simple described in the attached EXHIBIT A, such property being without the Corporate Limits of the City of Fairhope, Alabama, but being contiguous to the said Corporate Limits; and such property not lying within the corporate limits or police jurisdiction of any other municipality, do, by these presents, hereby petition the City of Fairhope, a municipal corporation, that said property be annexed into the City of Fairhope, Alabama.

The subject land is delineated on the map attached hereto as EXHIBIT B.

This petition is filed under authority of Section 11-42-21, Code of Alabama, 1975, as amended.

- This petition is for R-1 Zoning**
- The condition of the Petition is that zoning be established as _____ Concurrent with Annexation. (Zoning Request)**

Is this property colony property _____ Yes No. If this property is colony property the Fairhope Single Tax Office must sign as a petitioner.

Karin Wilson

Signature of Petitioner

City of Fairhope - Karin Wilson, Mayor

Print petitioner's name

Signature of Petitioner

Print petitioner's name

Signature of Petitioner

Print petitioner's name

Physical Address of property being annexed: 560 South Section Street

Petitioner's Current Physical Address:
161 North Section Street
Fairhope, AL 36532

Petitioner's Current Mailing Address:
P. O. Drawer 429
Fairhope, AL 36533

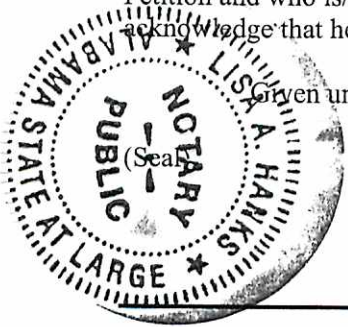
Telephone Number(s): _____
Home 251-928-2136
Work _____

County Tax Parcel Number: 46-04-19-4-000-001.001

U.S JUSTICE DEPARTMENT INFORMATION

- Size of property (acres or square feet) 220.3' X 400' IRR
- If property is occupied, give number of housing units 0
- Number of Persons residing in each unit, and their race N/A
- If property is unoccupied, give proposed use _____
- If property is being developed as a subdivision, give subdivision name _____
- Number of lots within proposed subdivision N/A

I, Lisa A. Hanks a Notary Public in and for said State and County, hereby certify that Karin Wilson, Mayor whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.



Given under my Hand and Seal this 24th day of June, 2020,

Lisa A. Hanks
Notary Public

My commission expires 8/21/2022

I, _____ a Notary Public in and for said State and County, hereby certify that _____ whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

Given under my Hand and Seal this _____ day of _____, 20 _____,

(Seal) _____
Notary Public

My commission expires _____

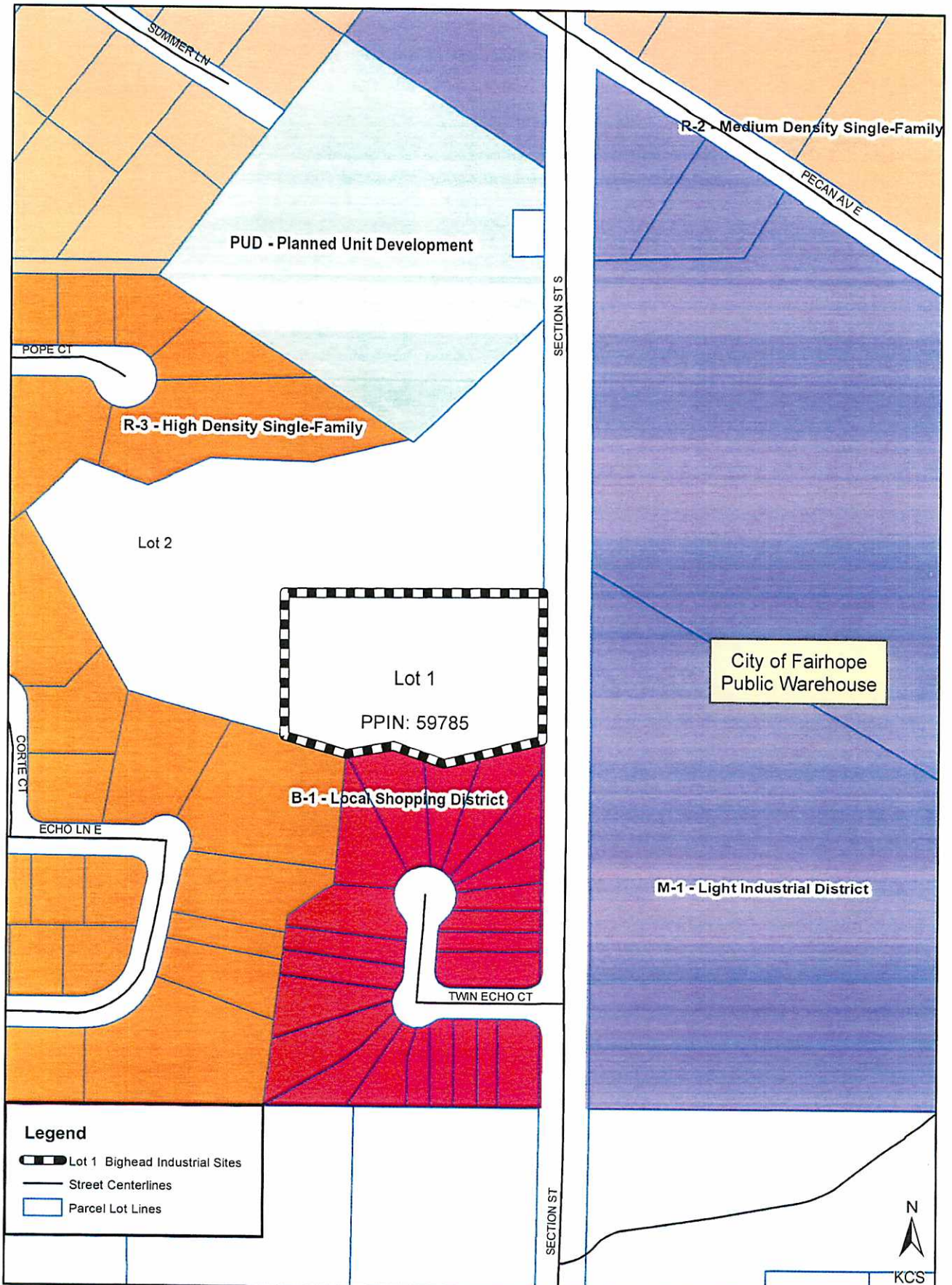
I, _____ a Notary Public in and for said State and County, hereby certify that _____ whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

Given under my Hand and Seal this _____ day of _____, 20 _____,

(Seal) _____
Notary Public

My commission expires _____

PETITION FOR ANNEXATION OF LOT 1 - BIGHEAD INDUSTRIAL SITES



Lot 1, PPIN No. 59785 is contiguous to COF Zoned property to the east and to the south.

ORDINANCE NO. ____

WHEREAS, **KEITH AUSTIN GLINES, CHRIS ESTES, AND WENDY ESTES,** the owners of the hereinafter described property, did, in writing, petition the City of Fairhope, a municipal corporation, for annexation under Section 11-42-21 of the Code of Alabama, 1975, as amended; and

WHEREAS, a map of said property is attached to said Petition as an exhibit; NOW, THEREFORE

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the following described property, lying contiguous to the corporate limits of the City of Fairhope, Alabama; and not within the corporate limits or the police jurisdiction of any other municipality; be and the same is hereby annexed to the City of Fairhope, Alabama, to-wit:

Property is to be known as Glines Subdivision located on Grace Lake Drive, Fairhope, Alabama.

LEGAL DESCRIPTION:

**TAX PARCELS 56-02-09-1-001-002.001
 56-02-09-1-001-002.005
 56-02-09-1-001-002.006
 56-02-09-1-001-002.007**

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA. THENCE RUN NORTH 89 DEGREES 52 MINUTES 02 SECONDS WEST, 331.68 FEET TO A POINT, THENCE RUN NORTH 89 DEGREES 45 MINUTES 44 SECONDS WEST, 333.63 FEET TO A POINT, THENCE RUN NORTH 00 DEGREES 04 MINUTES 00 SECONDS EAST, 328.07 FEET TO A POINT, THENCE RUN SOUTH 89 DEGREES 48 MINUTES 01 SECONDS EAST, 665.30 FEET TO A POINT, THENCE RUN SOUTH 00 DEGREES 04 MINUTES 39 SECONDS WEST, 327.90 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE 30 FOOT WIDE PERPETUAL EASEMENT FOR INGRESS AND EGRESS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 7 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 89 DEGREES 52 MINUTES 02 SECONDS WEST, 331.88 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE RUN SOUTH 00 DEGREES 07 MINUTES 45 SECONDS WEST, 1301.22 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BISHOP ROAD; THENCE RUN SOUTH 89 DEGREES 45 MINUTES 35 SECONDS EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 30.00 FEET TO A POINT; THENCE RUN NORTH 00 DEGREES 07 MINUTES 27 SECONDS EAST, 1301.20 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 52 MINUTES 02 SECONDS WEST, 30.00 FEET TO THE POINT OF BEGINNING.

Ordinance No. _____

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SUBJECT TO:

- All matters of record as recorded in the Office of the Judge of Probate of Baldwin County, Alabama.

The recording references herein are to the Office of the Judge of Probate of Baldwin County, Alabama.

This property shall be zoned R-1, Low Density Single-Family Residential District.

BE IT FURTHER ORDAINED that a certified copy of this Ordinance, with a copy of the Petition and the exhibit, be recorded in the Office of the Probate Judge, Baldwin County, Alabama.

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

ADOPTED THIS 27TH DAY OF JULY, 2020

Karin Wilson, Mayor

ATTEST:

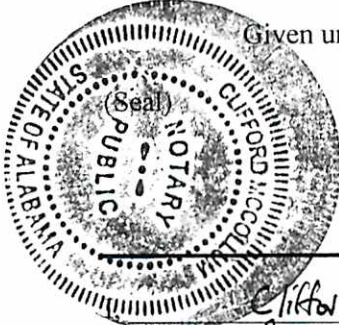
Lisa A. Hanks, MMC
City Clerk

U.S JUSTICE DEPARTMENT INFORMATION

- Size of property (acres or square feet) 5 acres
- If property is occupied, give number of housing units _____
- Number of Persons residing in each unit, and their race _____
- If property is unoccupied, give proposed use subdivision
- If property is being developed as a subdivision, give subdivision name
Glines Subdivision
- Number of lots within proposed subdivision 3

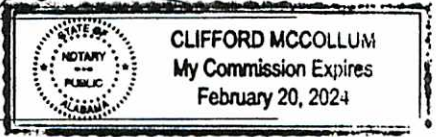
I, Clifford McCollum a Notary Public in and for said State and County, hereby certify that Keith A. Glines whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

Given under my Hand and Seal this 2nd day of June, 2020,



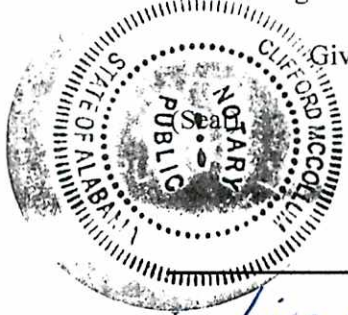
Clifford McCollum
Notary Public

My commission expires _____



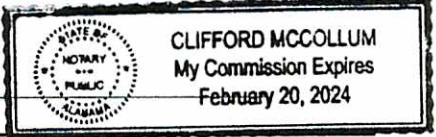
I, Clifford McCollum a Notary Public in and for said State and County, hereby certify that Chris Estes whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

Given under my Hand and Seal this 2nd day of June, 2020,



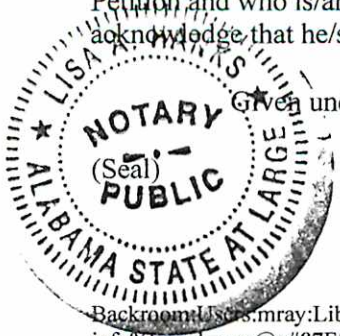
Clifford McCollum
Notary Public

My commission expires _____



I, Lisa A. Hanks a Notary Public in and for said State and County, hereby certify that Wendy Estes whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

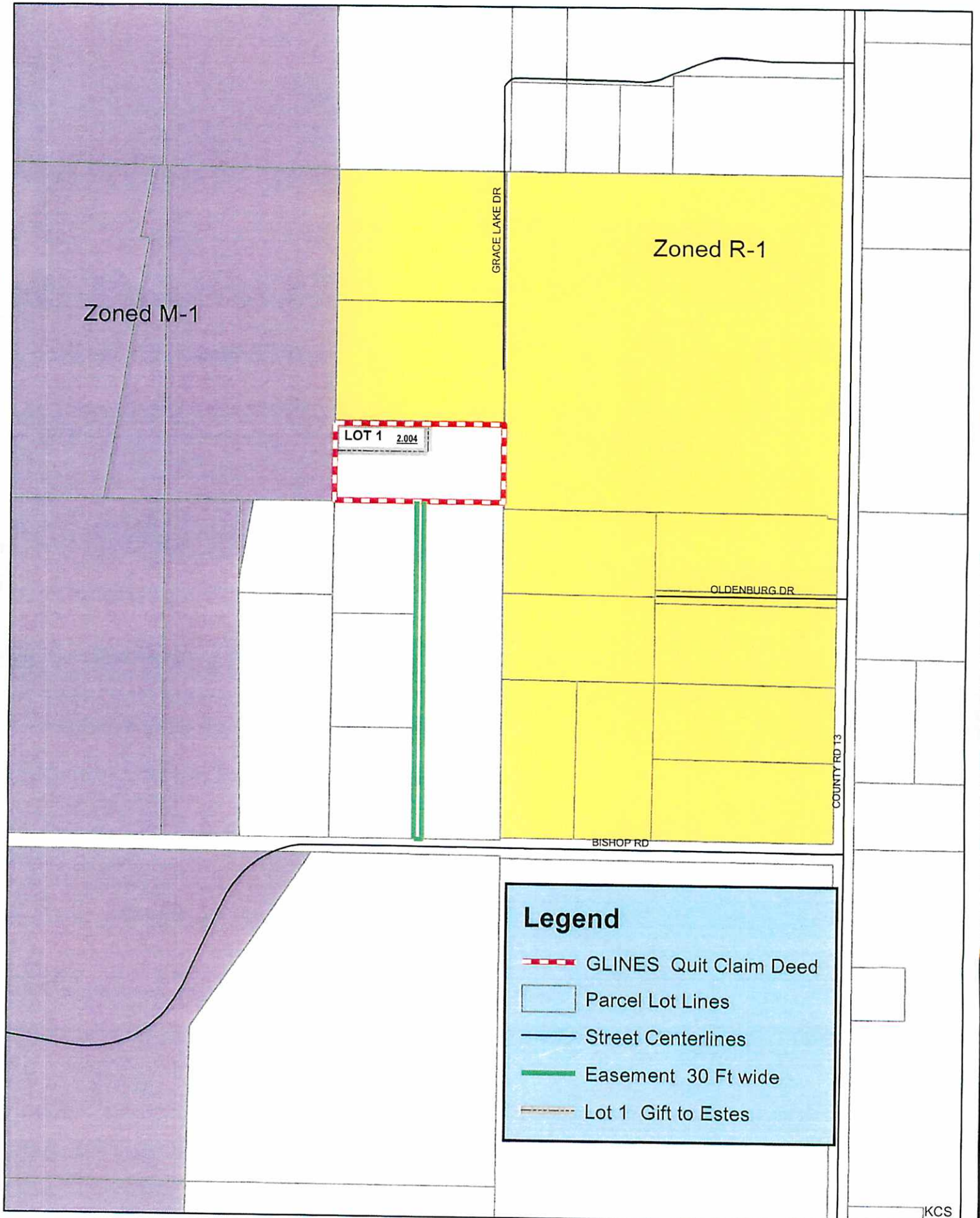
Given under my Hand and Seal this 22nd day of June, 2020,



Lisa A. Hanks
Notary Public

My commission expires 8/21/2022

GLINES; PETITION FOR ANNEXATION



Legend

- GLINES Quit Claim Deed
- Parcel Lot Lines
- Street Centerlines
- Easement 30 Ft wide
- Lot 1 Gift to Estes

KCS



RESOLUTION NO. _____

WHEREAS, Sections 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended, provide for and regulate general and special elections in cities and towns of this state, except those cities and towns which have a commission form of government, and

WHEREAS, Section 11-46-43 of the Alabama Code of 1975 prohibits write-in elections held under Sections 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended, and

WHEREAS, Section 11-46-26 of the Alabama Code of 1975, as amended, provides that if only one person has filed a statement of Candidacy or has been nominated for an office for an election to be held pursuant to Sections 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended, at the time the deadline for qualification has passed, then such person shall, for all purposes, be deemed elected to such office, and the mayor or other chief executive officer shall not cause the name of such person or the office for which his candidacy was declared to be printed on the ballot, but he shall immediately file a written statement with the governing body of the municipality, attested by the clerk, certifying the fact that only one person filed a statement of candidacy or was nominated for the office preceding the deadline set for an election of municipal officers of the municipality and setting forth the name of such person, and

WHEREAS, said Section 11-46-26, as amended, provides that the governing body of the municipality, after receiving such statement, shall adopt a resolution declaring the person named in the statement duly elected to the office described in the statement, and shall issue Certificate of Election to such person, and;

WHEREAS, the Mayor of the City of Fairhope has filed a written statement with the governing body of the municipality, attested by the Clerk, certifying the fact that only one person filed a statement of candidacy for the office of PLACE #2 prior to the deadline and that the name of that person who filed such statement was COREY A. MARTIN, and;

NOW, THEREFORE, BE IT RESOLVED by the Fairhope City Council of the City of Fairhope, that he is hereby declared duly elected to the office of CITY COUNCIL in the City of Fairhope for the term of office commencing on the first Monday in November, 2020, and

BE IT FURTHER RESOLVED, that the Mayor of the City of Fairhope is hereby directed to issue a Certificate of Election to **COREY A. MARTIN** for the office of **CITY COUNCIL - PLACE #2** for such term pursuant to the provisions of Section 11-46-25, as amended.

ADOPTED THIS THE 27TH DAY OF JULY, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk



Karin Wilson
Mayor

STATE OF ALABAMA

BALDWIN COUNTY

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, A.C.M.O.

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

To the City Council of Fairhope, Alabama

This is to certify that only one person filed a statement of candidacy for the office of City Council, Place No. 2 by 5:00 p.m. on the third Tuesday in July preceding the 25th day of August, 2020, the date set for an election of municipal officers in the City of Fairhope, Alabama, and the name of such person is Corey A. Martin.

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36555

251-928-2156

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper

RESOLUTION NO. _____

WHEREAS, Sections 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended, provide for and regulate general and special elections in cities and towns of this state, except those cities and towns which have a commission form of government, and

WHEREAS, Section 11-46-43 of the Alabama Code of 1975 prohibits write-in elections held under Sections 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended, and

WHEREAS, Section 11-46-26 of the Alabama Code of 1975, as amended, provides that if only one person has filed a statement of Candidacy or has been nominated for an office for an election to be held pursuant to Sections 11-46-20 through 11-46-73 of the Alabama Code of 1975, as amended, at the time the deadline for qualification has passed, then such person shall, for all purposes, be deemed elected to such office, and the mayor or other chief executive officer shall not cause the name of such person or the office for which his candidacy was declared to be printed on the ballot, but he shall immediately file a written statement with the governing body of the municipality, attested by the clerk, certifying the fact that only one person filed a statement of candidacy or was nominated for the office preceding the deadline set for an election of municipal officers of the municipality and setting forth the name of such person, and

WHEREAS, said Section 11-46-26, as amended, provides that the governing body of the municipality, after receiving such statement, shall adopt a resolution declaring the person named in the statement duly elected to the office described in the statement, and shall issue Certificate of Election to such person, and;

WHEREAS, the Mayor of the City of Fairhope has filed a written statement with the governing body of the municipality, attested by the Clerk, certifying the fact that only one person filed a statement of candidacy for the office of PLACE #3 prior to the deadline and that the name of that person who filed such statement was JAMES "JIMMY" REID CONYERS, JR., and;

NOW, THEREFORE, BE IT RESOLVED by the Fairhope City Council of the City of Fairhope, that he is hereby declared duly elected to the office of CITY COUNCIL in the City of Fairhope for the term of office commencing on the first Monday in November, 2020, and

BE IT FURTHER RESOLVED, that the Mayor of the City of Fairhope is hereby directed to issue a Certificate of Election to **JAMES "JIMMY" REID CONYERS, JR.** for the office of **CITY COUNCIL - PLACE #3** for such term pursuant to the provisions of Section 11-46-25, as amended.

ADOPTED THIS THE 27TH DAY OF JULY, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk



Karin Wilson
Mayor

STATE OF ALABAMA

BALDWIN COUNTY

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

To the City Council of Fairhope, Alabama

This is to certify that only one person filed a statement of candidacy for the office of City Council, Place No. 3 by 5:00 p.m. on the third Tuesday in July preceding the 25th day of August, 2020, the date set for an election of municipal officers in the City of Fairhope, Alabama, and the name of such person is James "Jimmy" Reid Conyers, Jr.



Karin Wilson, Mayor

Attest:



Lisa A. Hanks, MMC
City Clerk

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36535

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper

RESOLUTION NO. _____

WHEREAS, a Regular Municipal Election has been called to be held on 25 August 2020, and a Run-off Election, to be held if necessary, on 6 October 2020; and,

WHEREAS, Section 11-46-27 of the Alabama Code of 1975, as amended, provides, in part, that the Municipal Governing Body, not less than 15 days before the holding of any Municipal Election, appoint from the qualified electors of the municipality, officers to hold the election as follows; where electronic ballot counters are used, at least one inspector and three clerks,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fairhope, Alabama that the election Officers for said elections shall be as follow:

- | | | |
|---|------|--|
| Chief Inspector: | (1) | Kermit Mangus, 400 Jasmine Avenue |
| Chief Clerk: | (1) | Rebecca “Becky” Brown, 667 Fairhope Avenue |
| Provisional Ballot Officer: | (1) | Kermit Mangus, 400 Jasmine Avenue |
| | (2) | Rebecca “Becky” Brown, 667 Fairhope Avenue |
| Registration &
Voters List Clerks: | (1) | Helen Allison, 21950 Country Woods Drive |
| | (2) | Anne Courtman, 404 Jasmine |
| | (3) | Beverly Dunnam, 414 Forester Avenue |
| | (4) | Margie Gewirtz, 70 Paddock Drive |
| | (5) | Wilhelmina Gregory, 214 Silo Loop |
| | (6) | Katherine Hastings, 59 Fels Avenue |
| | (7) | Doris Mangus, 400 Jasmine Avenue |
| | (8) | Gretchen McDonald, 21970 Country Woods Drive |
| | (9) | Suzanne McKee, 211 Park Drive |
| | (10) | Margie Robinson, 100 Berglin Street |
| Ballot Issue Clerks: | (1) | Katheryn Graham, 312 Patlynn Drive |
| | (2) | Edwina Tait, 101 Berglin Street |
| | (3) | Felix Tait, 101 Berglin Street |
| Inactive List | (1) | Joanne Brown, 64 S. Ingleside Street |
| Express Vote Attendant:
(For Handicap) | (1) | Anthony Gasbarro, 322 Clubhouse Drive |
| Machine Attendants: | (1) | Andrew J. Blaschak, 405 Jasmine Avenue |
| | (2) | Terrill G. Hicks, 104 Clubhouse Drive |
| Absentee Machine Clerks: | (1) | Dianne Blaschak, 405 Jasmine Avenue |

RESOLUTION NO. _____

WHEREAS, under the provisions of Act 2019-132, employers who participate in the Employees' Retirement System pursuant to Alabama Code § 36-27-6 may elect to provide Tier I retirement benefits to Tier II plan members; and

WHEREAS, the City of Fairhope participates in the Employees' Retirement System pursuant to Alabama Code § 36-27-6 and wishes to improve retirement benefits for its Tier II plan members; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City of Fairhope elects to provide Tier I retirement benefits to its Tier II plan members, subject to the approval by the Employees' Retirement System Board of Control; that, if approved, such election shall be effective the following fiscal year and is irrevocable.

BE IT FURTHER RESOLVED that the City of Fairhope has reviewed the actuarial cost estimates provided by the Employees' Retirement System for such election and agrees to pay any resulting increases in the employer contribution rate.

BE IT FURTHER RESOLVED that beginning in the month that such election is effective, the City of Fairhope's Tier II plan members shall contribute 7.5% of their earnable compensation to the Employees' Retirement System and the City of Fairhope's Tier II plan members who are law enforcement officers, as defined by Alabama Code § 36-27-59(a), shall contribute 8.5% of their earnable compensation to the Employees' Retirement System, as required by Act 2019-132.

BE IT FURTHER RESOLVED that the City of Fairhope has not increased the member contribution rates for its Tier I members as provided by Act 2011-676 and, as required by Alabama Code § 36-27-6.5, the City of Fairhope has submitted to the Employees' Retirement System a plan to increase such rates as referenced as Exhibit A to this Resolution Number _____.

Adopted on this 27th day of July, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk



Employer Information

Name of Agency City of Fairhope Full name, no initials please

Unit Code _____

Plan Information

If employer has not increased Tier I member contribution rates as provided by Act 2011-676 and has passed a resolution to elect to provide Tier I retirement benefits to Tier II plan members as provided by Act 2019-132, employer must complete the following section.

As required by that Act 2019-132, employer submits the following plan to the Employees' Retirement System (ERS) to increase the member contribution rates for its Tier I plan members from 5% to 7.5% of earnable compensation, and for Tier I plan members who are firefighters or law enforcement officers, as defined by Ala. Code § 36-27-59(a), from 6% to 8.5% of earnable compensation.

Plan Options

Employer shall increase the rates as set forth above if and when (Check One):

- Employer's funding level drops below _____%.
- Employer's contribution rate increases above _____%.
- Employer is unable to make its required employer contribution.
- On _____ (insert date).
- Other (insert other circumstances): _____

Employer Certification

When the above conditions are met as provided by the plan, employer agrees to raise the Tier I plan member contribution rates by passing a resolution to do so as required by Act 2011-676 and provide such resolution to the ERS.

Sign Here → Signature of Authorizing Official _____ Date _____

Name and Title _____
Please Print

Telephone Number _____



ALABAMA RETIRED STATE EMPLOYEES' ASSOCIATION | ALABAMA PUBLIC EMPLOYEES' ADVOCACY LEAGUE

June 12, 2020

Lisa Hanks
City of Fairhope
PO Box 429
Fairhope, AL 36533-0429

Dear Lisa,

Last year the Legislature passed a law authorizing the City of Fairhope to offer Tier 1 retirement benefits to Tier II (hired after 1/1/2013) employees. This new law allows you to provide better retirement benefits for current and future employees while simultaneously giving your city a tool to recruit and retain quality workers in coming years.

ARSEA/APEAL worked with the Alabama League of Municipalities to draft and pass this important legislation.

Your estimated annual cost to provide a better retirement benefit for your Tier II employees is \$66,024.

A sample resolution and the Employer Plan Form are enclosed with brief explanations to assist you in correctly submitting the required forms to RSA. We look forward to guiding you through this process to ensure the City of Fairhope offers the best retirement benefit structure possible.

The September deadline for the October 2020 implementation is fast approaching so you must act soon to take advantage of this opportunity.

If you need additional information or would like a presentation during a city council work session, please contact Evans Brown with our staff at ebrown@arsea.org, or call either of us at 334-834-9116.

Sincerely,

A handwritten signature in black ink that reads "Liane Kelly".

Liane Kelly
Executive Director

RESOLUTION NO. _____

WHEREAS, the Owners of North Hills at Fairhope, Phase 1 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 2726-C, 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 North Hills at Fairhope, Phase 1, 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 North Hills at Fairhope, Phase 1 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 North Hills at Fairhope, 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 or any irrigation systems installed within the right-of-way of public streets, whether or not such may be located within dedicated easements in any of these developments.

Adopted this 27th day of July, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

MAINTENANCE BOND

USE BLACK INK ONLY

SURETY'S BOND NUMBER
MNT 9309074

The "PRINCIPAL" (Name and address of Principal)

*Ammons and 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: **Five Hundred Twenty One Thousand, One Hundred Seven Dollars and 56/100 (\$521,107.56).**

Name and date of the "MAINTENANCE AGREEMENT": Maintenance and Guaranty Agreement dated _____, 2020.

The "PROJECT": **NORTH HILLS AT FAIRHOPE, PHASE ONE**

-
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 _____ day of _____, 2020.

ATTEST:

L. Paraciani

PRINCIPAL:

Ammons and Blackmon Construction LLC.

By *Chad Ammons*

Chad Ammons, Member

Countersigned by
Alabama Resident Agent for Surety:

By *John T. Thomas Jr.*

John T. Thomas, Jr., Agent
P.O. Box 507, Montrose, AL 36559
(251) 621-2180 Phone

SURETY:

Fidelity and Deposit Company of Maryland

By *John T. Thomas Jr.*

John T. Thomas, Jr., 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 Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **ROBERT D. MURRAY, 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 hereto 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 October, A.D. 2019.

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*

Robert D. Murray
*Vice President
Robert D. Murray*

State of Maryland
County of Baltimore

On this 7th day of October, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, 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, depose 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, 2023

MAINTENANCE AND GUARANTY AGREEMENT

THIS MAINTENANCE AND GUARANTY AGREEMENT (this "Agreement") is made and entered into by and between NORTH HILLS, 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 NORTH HILLS, LLC. of NORTH HILLS AT FAIRHOPE PHASE ONE (the "Subdivision"), which Subdivision is recorded as Instrument Number 2726-C 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

DATE: 11/11/2020

EB

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 **\$ 521,107.56**. 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.

NORTH HILLS, LLC.

By: Rance Reehl

Printed Name: Rance Reehl

As Its: Managing Member

Date: 2-12-2020

THE CITY OF FAIRHOPE, ALABAMA

By: _____

As Its Mayor

Date: _____

ATTEST:

Lisa A. Hanks, City Clerk

**ENGINEER'S MAINTENANCE BOND ESTIMATE
"EXHIBIT A"
NORTH HILLS AT FAIRHOPE PHASE ONE
THE IMPROVEMENTS**

All roadways, storm drain system, water system and sewer system infrastructure installed within the rights of way within the subdivision, see attached unit price bond estimate.

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
GRADING & DRAINAGE					
100	18" RCP, CL 3, RUBBER GASKET JOINTS	2,242	LF	32.00	71,744.00
101	24" RCP, CL 3, RUBBER GASKET JOINTS	425	LF	38.00	16,150.00
102	30" RCP, CL 3, RUBBER GASKET JOINTS	56	LF	60.00	3,360.00
103	36" RCP, CL 3, RUBBER GASKET JOINTS	607	LF	72.65	44,098.55
104	CONCRETE BOX CULVERT (8'x5' WITH WING WALLS)	180	LF	722.20	129,996.00
105	INLET, TYPE S-1	21	EA	3,900.00	81,900.00
106	INLET, TYPE S-2	8	EA	4,200.00	33,600.00
107	GUTTER INLET	3	EA	3,900.00	11,700.00
108	JUNCTION BOX	5	EA	3,650.00	18,250.00
109	OUTLET WEIR BOX STRUCTURE	1	EA	9,500.00	9,500.00
110	REINFORCED BOX CULVERT ENDWALL	2	EA	7,500.00	15,000.00
111	RIP- RAP CLASS 2 W/ FILTER FABRIC	460	TON	95.00	43,700.00
112	SEEDING, FERTILIZING, & MULCHING	12.41	ACRE	2,100.00	26,061.00
113	4" TOPSOIL FROM STOCKPILE	4,813	CY	5.00	24,065.00
114	SOLID SOD	1,644	SY	5.00	8,220.00
SUB-TOTAL ROADS & DRAINAGE:					537,344.55
ROADWAYS					
200	TYPE "A", 2'-6" CONCRETE VALLEY GUTTER	8,665	LF	13.25	114,811.25
201	TYPE "E", 2'-0" CONCRETE MOUNTABLE CURB	782	LF	13.00	10,166.00
202	RIBBON CURB, ALLEYS	1,656	LF	13.00	21,528.00
203	RIBBON CURB, STUB STREETS	40	LF	25.00	1,000.00
204	18" GRANULAR SAND SUB-BASE	17,059	SY	6.25	106,618.75
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207	429-A, IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 1/2" MAX. AGGREGATE SIZE MIX, ESAL RANGE B. (PER SQ. YD), 165 LBS/SY	12,679	SY	8.10	102,699.90
208	CONCRETE SIDEWALK (5'-0" WIDE x 0'-4" THICK) (COMMON AREAS ONLY)	3,420	SY	38.00	129,960.00
209	HANDICAP RAMPS	22	EA	400.00	8,800.00
210	STOP SIGN, R1-1 SIGN 36", INCLUDES POST	7	EA	225.00	1,575.00

211	"KEEP RIGHT" SIGN, INCLUDES POST	EA	1	225.00	225.00
212	"DO NOT ENTER" SIGN, INCLUDES POST	EA	1	225.00	225.00
213	STREET NAME SIGN, INCLUDES POST	EA	14	200.00	2,800.00
214	SPEED LIMIT SIGN, INCLUDES POST	EA	1	200.00	200.00
215	SPEED HUMP	EA	1	1,600.00	1,600.00
WATER SYSTEM					
400	8" PVC WATER MAIN	LF	4,163	15.45	64,318.35
401	8" DUCTILE IRON WATER MAIN	LF	36	65.00	2,340.00
402	8" M.J. TEE	EA	5	720.00	3,600.00
403	8" x 6" M.J. REDUCER	EA	1	480.00	480.00
404	8" M.J. GATE VALVE W/ MEGALUGS	EA	8	1,540.00	12,320.00
405	8" M.J. 90° BEND	EA	1	550.00	550.00
406	8" M.J. 45° BEND	EA	2	500.00	1,000.00
407	8" M.J. 22.50° BEND	EA	4	500.00	2,000.00
408	8" M.J. 11.25° BEND	EA	1	500.00	500.00
409	8" M.J. PLUG	EA	3	415.00	1,245.00
410	6" PVC WATER MAIN	LF	498	10.75	5,353.50
411	6" DUCTILE IRON WATER MAIN	LF	18	30.00	540.00
412	6" M.J. GATE VALVE W/ MEGALUGS	EA	2	1,025.00	2,050.00
413	6" M.J. 90° BEND	EA	4	400.00	1,600.00
414	6" M.J. PLUG	EA	1	350.00	350.00
415	WATER SERVICE	EA	60	705.00	42,300.00
416	FIRE HYDRANT ASSEMBLY (INCL. TEE, VALVE & HYDRANT)	EA	10	4,000.00	40,000.00
TOTAL WATER SYSTEM: 180,546.85					
SEWER SYSTEM					
500	8" PVC GRAVITY SEWER, 0'-4' CUT	LF	315	19.00	5,985.00
501	8" PVC GRAVITY SEWER, 4'-6' CUT	LF	189	20.00	3,780.00
502	8" PVC GRAVITY SEWER, 6'-8' CUT	LF	524	20.00	10,480.00
503	8" PVC GRAVITY SEWER, 8'-10' CUT	LF	887	26.00	24,675.00
504	8" PVC GRAVITY SEWER, 10'-12' CUT	LF	258	28.00	7,224.00
505	8" PVC GRAVITY SEWER, 12'-14' CUT	LF	162	37.00	5,994.00
506	8" PVC GRAVITY SEWER, 14'-16' CUT	LF	312	61.00	19,032.00
507	8" PVC GRAVITY SEWER, 16'-18' CUT	LF	355	69.50	24,672.50
508	8" PVC GRAVITY SEWER, 18'-20' CUT	LF	118	74.00	8,732.00
509	8" D.I. GRAVITY SEWER, 0'-4' CUT	LF	76	43.00	3,268.00
510	8" D.I. GRAVITY SEWER, 4'-6' CUT	LF	142	43.00	6,106.00
511	8" D.I. GRAVITY SEWER, 6'-8' CUT	LF	151	43.00	6,493.00
512	8" D.I. GRAVITY SEWER, 8'-10' CUT	LF	186	47.00	8,742.00
513	8" D.I. GRAVITY SEWER, 10'-12' CUT	LF	249	55.00	13,695.00
514	8" D.I. GRAVITY SEWER, 12'-14' CUT	LF	208	65.00	13,520.00
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517	8" D.I. GRAVITY SEWER, 18'-20' CUT	LF	85	70.00	5,950.00
518	8" D.I. GRAVITY SEWER, 20'-22' CUT	LF	56	75.00	4,200.00
519	PRECAST CONCRETE MANHOLE, 4'-6" DEPTH	EA	2	3,175.00	6,350.00
SUB-TOTAL ALDOT ROADWAYS: 606,814.30					

520	PRECAST CONCRETE MANHOLE, 6'-8' DEPTH	8	EA	3,375.00	27,000.00
521	PRECAST CONCRETE MANHOLE, 8'-10' DEPTH	6	EA	3,765.00	22,590.00
522	PRECAST CONCRETE MANHOLE, 12'-14' DEPTH	2	EA	5,375.00	10,750.00
523	PRECAST CONCRETE MANHOLE, 16'-18' DEPTH	1	EA	6,100.00	6,100.00
524	PRECAST CONCRETE MANHOLE, 18'-20' DEPTH	1	EA	7,000.00	7,000.00
525	4" SEWER FORCE MAIN	327	LF	8.00	2,616.00
526	4" M.J. 90	1	EA	375.00	375.00
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529	SEWER SERVICE	57	EA	550.00	31,350.00
TOTAL SEWER SYSTEM:					412,219.50
TOTAL PROJECT:					1,737,025.20
CITY OF FAIRHOPE MAINTENANCE BOND, 2 YR @ 30%:					521,107.56

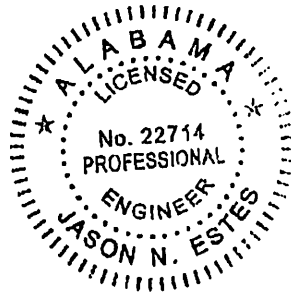
I certify the above estimate to be true and correct to the best of my knowledge.

Sincerely,
Dewberry Engineers Inc.

Jason Estes, PE
Associate Vice President
Business Unit Manager

Seal

JE/pm



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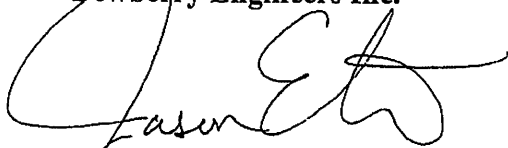
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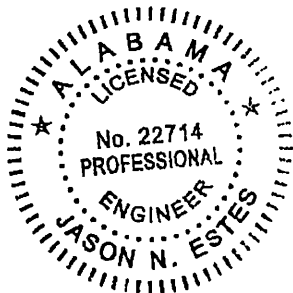
Sincerely,
Dewberry Engineers Inc.



Jason Estes, PE
Associate Vice President
Business Unit Manager

Seal

JE/pm



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 an Additional 2,000 Gallon Tank at the Fairhope Docks for Diesel Fuel for the Recreation Department; and after the installation of the new tank, the City was informed there is an additional charge for moving the diesel fuel and preparing the existing tank for gas. The total cost will be \$10,231.99.

Adopted on this 27th day of July, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/9/2020

Please return this Routing Sheet to Treasurer by: ASAP

JUL 10 '20 AM 11:56

[Handwritten initials]

Project Name: Procurement of additional funds for the 2000 gallon diesel fuel tank at the Marina

Project Location: Marina

Presented to City Council: 7/13/2020

Funding Request Sponsor: Pat White, Recreational Director
Richard Johnson, Public Works Director
Lynn Maser, Special Projects

Project Cash Requirement Requested:
Cost: \$ 10,231.99

Vendor: Mike Hoffman's Equipment Service, Inc (NJPA Sourcewell)

Project Engineer: n/a

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

Resolution # :
Approved _____
Changed _____
Rejected _____

Department Funding This Project

General Gas Electric Water Sewer Gas Tax Cap Prodi 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 **Marina-34**

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Expense Code: 001340-50470
G/L Acct Name: Purchases Vehicles & Equipment

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

Over (Under) budget amount: \$ 10,231.99

Funding Source:

Operating Expenses _____
Budgeted Capital _____
Unfunded XXX

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

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

Capital Lease: _____ - Payment _____ Term _____

Comments: Special Projects Manager is requesting the additional funding in the amount of \$10,231.99 for the one time charge for new equipment and installation that was not included in the \$15,000.00 originally quoted. The \$10,231.99 one time charge was for moving the diesel fuel and preparing the existing tank for gas.

City Council Prior Approval/Date? 6/22/2020

City Treasurer: Kim Creech Finance Director: Jill Cabaniss, MBA Mayor: Mayor Karyn Wilson

Purchasing Memo Date: 7/8/2020 Purchasing Memo Date: 7/8/2020 Delivered To Date: 7/9/2020
Request Approved Date: 7/9/2020 Request Approved Date: 7/9/2020 Approved Date: 7/9/2020

Signatures: Kim Creech Jill Cabaniss, MBA Mayor Karyn Wilson



MEMO

Karin Wilson
Mayor

To: Kimberly Creech, Treasurer

From: Delores A Brandt
Delores A Brandt, Purchasing Manager

Date: July 8, 2020

Re: Requesting City Council unbudgeted procurement of **additional** funds for the 2000-gallon diesel fuel tank at The Marina in the amount of **\$10,231.99**

Lynn Maser, Special Projects Manager, is requesting the **additional funding in the amount of TEN THOUSAND TWO HUNDRED THIRTY-ONE DOLLARS AND NINETY-NINE CENTS (\$10,231.99)** for a ONE-TIME charge for new equipment and installation that was not included in the \$15,000 originally quoted.

The new 2000-gallon Flame Shield Above Ground Fuel Tank can be purchased from **Mike Hoffman's Equipment Service, Inc** through Purchasing Co-Op **NJPA Contract #022217-SYS (now Sourcewell)** for the **quoted amount of \$15,000.00 plus a one-time charge for new equipment and installation in the amount of \$10,231.99 for a total for a total of \$25,231.99.**

Please place on the next available City Council Agenda this request for additional funds of \$10,231.99 to procure a new unbudgeted fuel tank for the Marina from Mike Hoffman's Equipment Service, Inc through the Sourcewell/ NJPA Purchasing Co-op

Cc: file, Lynn Maser, George Ladd, Richard Johnson

161 North Section
St.
PO Drawer 429
Fairhope, AL 36530

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

Randy Weaver

From: Jonathan <jonathan@mikehoffmans.com>
Sent: Wednesday, July 1, 2020 9:59 AM
To: Randy Weaver
Subject: TANK PURCHASE

As per your conversation with Mike , here is the tank break down

All labor and materials to

- 1) Transfer diesel fuel to 2,000 gallon tank
- 2) Modify existing sub pump for 2,000 gallon tank
- 3) Furnish and install siphon system on the 2ea.) 5,000 gallon tanks
- 4) Furnish and install piping from 2,000 gallon tank to existing diesel dispenser
- 5) Modify electrical for STP on new 2,000 gallon tank
- 6) Change decals from diesel to gasoline
- 7) Change standard vent to pressure vent = \$10,231.99 ✓

Purchase of 1ea.) 2,000 gallon Flameshield tank with all accessories

- 1ea) 2,000 gallon Flameshield fuel tank
- 1ea) 15 gallon remote fill spill container
- 1ea) 2in fill assy with 95% overfill valve
- 1ea) Morrison Brothers overfill alarm with clock gauge
- 2ea) Morrison brothers 6in E-vents
- 1ea) 2in standard vent
- 1ea) diesel decal package
- Delivered to site = \$15,000.00 ✓

Rental of 1ea.) 2,000 gallon Flameshield tank with all accessories

- 1ea) 2,000 gallon Flameshield fuel tank
- 1ea) 15 gallon remote fill spill container
- 1ea) 2in fill assy with 95% overfill valve
- 1ea) Morrison Brothers overfill alarm with clock gauge
- 2ea) Morrison brothers 6in E-vents
- 1ea) 2in standard vent
- 1ea) diesel decal package
- Delivered to site = \$1,200.00 per month

Mike Hoffman's Equipment Service, Inc.

1st quote

4109 Halls Mill Road
Mobile, AL 36693

PROPOSAL#: 200615-68

DATE: 06/15/20

F.O.B.:

1-800-326-7097

Sales * Service * Installation
General Contractors

Fax: 251-661-9558

PAGE #: 1of2

PROPOSAL SUBMITTED TO

CITY OF FAIRHOPE
555 S SECTION STREET
FAIRHOPE, AL 36532

WORK TO BE PERFORMED AT

FAIRHOPE DOCKS MARINA
848 SEACLIFF DRIVE
FAIRHOPE, AL 36532

Units	Description of Material	Unit Price	Total
	FURNISH AND INSTALL NEW 2,000 GALLON FLAME SHIELD ABOVE GROUND FUEL TANK TO BE TIED IN WITH EXISTING FUEL SYSTEM AND FUEL MASTER		
	FUEL TANK AND NEW PIPEING SYSTEM WILL BE PAINTED WHITE WITH EPOXY PAINT		
	WE WILL FURNISH ALL LABOR, MATERIALS AND ELECTRICAL FOR NEW DIESE SYSTEM TO BE PIPED INTO EXISTING DIESEL DISPENSER.		
	WE WILL ADD NEW SYPHON SYSTEM TO EXISTING GASOLINE SUBMEREGED FUEL PUMP TO HAVE 10,000 GALLONS OF FUEL CAPACITY		
	WE WILL CLEAN OUT EXISTING DIESEL TANK AND INSTALL NEW VENTS AND DECALS TO MAKE IT COMPATIBLE FOR GASOLINE		
	NEW TANK WILL HAVE A REMOTE FILL BOX AND WILL BE ANCHORED TO EXISTING PAD		
	ONE TIME CHARGE FOR NEW EQUIPMENT AND INSTALATION =		\$10,231.99
	RENTAL BY MONTH =		\$1,200.00
	PURCHASE OF TANK WITH INSTALL AND EQUIPMENT=		\$15,000.00
	CONCRETE SLAB MUST BE EXTENDED 3ft DON BY OTHERS		

THIS PROPOSAL is subject to terms and conditions on back hereof. If accepted, please sign and return original.

TOTAL =

MIKE HOFFMAN'S EQUIPMENT SERVICE, INC.

Payments to be made as follows: _____

ACCEPTED: _____ DATE: _____

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 GeoCon Engineering & Materials Testing, Inc. for Professional Engineering for Geotechnical Testing and Observation for the Church Street Utility and Drainage Improvements (RFQ No. PS018-20) with a cost not-to-exceed of \$75,000.00.

DULY ADOPTED THIS 27TH DAY OF JULY, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

JUL 17 '20 PM 1:59

Issuing Date: 7/17/2020

Please return this Routing Sheet to Treasurer by JAW ASAP

Project Name: Award RFQ No PS018-20 Professional Engineering for Geotechnical Testing and Observation to GeoCon Engineering & Materials Testing Inc. for Church Street Project

Project Location: Church Street

Presented to City Council: 7/27/2020

Resolution # :
Approved _____

Funding Request Sponsor: Richard Johnson, Public Works Director
Mike Allison, Director of Operation

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 75,000.00

\$ _____

Vendor: GeoCon Engineering & Materials Testing Inc.

Project Engineer: n/a

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

Department Funding This Project

General **Gas** Electric **Water** **Sewer** Gas Tax Cap Prodi 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 _____
Capitalized XXX
Inventoried _____

Funding Source:

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
_____ City
\$0.00 Local

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

Over (Under) budget amount: \$ 75,000.00

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

Comments: Geotechnical work for the Church Street Utility and Drainage Improvements.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 7/16/2020

Purchasing Memo Date: 7/16/2020

Delivered To Date: 7/17/2020

Request Approved Date: 7/17/2020

Request Approved Date: 7/17/2020

Approved Date: 7/17/20

Signatures: Kim Creech
Kim Creech

Jill Gabaniss
Jill Gabaniss, MBA

Mayor
Mayor



MEMO

RECEIVED
JUL 16 2020

Date: July 16, 2020

Karin Wilson
Mayor

BY:

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

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

Lisa A. Hanks, MMC
City Clerk

RE City Council Approval to sign contract for professional services for **RFQ PS018-20 Professional Geotechnical Testing of Construction Materials and Site Observations for Bid No 010-20 Church Street Utility and Drainage Improvements**

Kimberly Creech
Treasurer

July 13, 2020 Council approved the selection of **GEOCON Engineering and Testing, Inc.** for **RFQ No. PS018-20 Professional Geotechnical Testing of Construction Materials and Site Observations for Bid No 010-20 Church Street Utility and Drainage Improvements**

The purpose for hiring the firm is to provide to provide professional services related to testing of Construction Materials for Bid No 010-20 Church Street Utility and Drainage Improvement. This includes work for Gas, Water, Sewer Drainage and Roadway improvements—see attached proposal. The professional engineering services are negotiated and quoted as not-to-exceed "without proper Authorization from the Client" amount of **SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00)**.

Please move this procurement of professional services forward to the City Council to approve the selection of GEOCON Engineering and Testing Inc. for RFQ PS018-20 20 Professional Geotechnical Testing of Construction Materials and Site Observations for Bid No 010-20 Church Street Utility and Drainage Improvements in the not-to-exceed amount of \$75,000.00 for Professional services and to authorize the Mayor to sign the contract.

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

Cc: file, Mike Allison, Terry Holman, Tim Manuel, Richard Johnson

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

GeoCon

Engineering & Materials Testing, Inc.

June 25, 2020

Mr. Richard Johnson, P.E.
Public Works Director
City of Fairhope
Via Email

Re: **Proposal for Construction Materials Testing**
Church Street Improvements
Fairhope, Alabama

Dear Mr. Johnson:

GeoCon Engineering & Materials Testing, Inc. appreciates the opportunity to provide a proposal for Construction Materials Testing for the above referenced project. We understand that this phase of the project includes Water, Sewer, Gas, Drainage and Roadway improvements along Church Street in Fairhope, Alabama.

Proposed Scope of Services

We understand that our scope of testing services will cover the following:

- Observe undercutting and condition of subgrade soils and provide recommendations for use of on-site soils as backfill
- Compaction testing of utility trench backfill
- Compaction testing on final subgrade
- Proctor test on subgrade – every 1,000 LF or change in material
- Concrete test cylinders on drainage structures
- Proof roll prior to asphalt placement – proof roll to be performed by the contractor with a loaded tandem axle dump truck and proof roll to be observed and documented by GeoCon personnel
- Compaction testing on base
- Proctor test and classification test on base material – every 1,000 LF or change in material
- During asphalt placement – GeoCon will have a certified asphalt technician at the asphalt plant to perform asphalt gradation, A/C content, Air Voids and Rice Gravity (one test per day or per mix)
- Asphalt coring with core thickness and bulk density – every 500 LF required density 92% +/- 2%
- Field visits at the request of the project Civil Engineer
- All reports will be signed by the project Geotechnical Engineer (P.E.)
- A final letter will be provided indicating testing performed and results of the tests for the project

Fee Estimate

We anticipate that testing will be performed on an on-call basis for this project. For estimating purposes, we recommend that you budget \$75,000 for the above described construction materials testing and site work observations. We will only invoice for actual services rendered (i.e. time, test, etc.). The client should note that the final cost of testing services is dependent on the contractors' daily schedule and weather conditions. However, we will not exceed this amount without proper authorization from the client. Attached is a breakdown of our scope of work and unit prices.

Unit Fee Schedule

Below is a list of unit costs most commonly associated with a project of this nature.

1.	Earthwork/Concrete Field Technician	\$ 60.00/hour
2.	Earthwork/Concrete Field Technician Overtime	\$ 80.00/hour
3.	Standard Soil Compaction Test (ASTM D 698)	\$ 100.00/test
4.	Standard Agg Base Compaction Test (ASTM D 698)	\$ 225.00/test
5.	Soil Particle Size Test for Classification – Lab	\$ 50.00/test
6.	Soil Atterberg Limits Test for Classification – Lab	\$ 75.00/test
7.	Field Nuclear Gauge Reading	\$ 20.00/test
8.	Compression Test of Concrete Cylinders – Lab	\$ 12.00/cylinder
9.	Compression Test of Grout/Mortar Cubes – Lab	\$ 11.00/cube
10.	Project Geotechnical Engineer	\$ 135.00/hour
11.	Clerical	\$ 50.00/hour
12.	Personnel Travel	\$ 25.00/trip

Note: We can provide cost for additional services not listed above at your request.

Scheduling

We anticipate that the site contractor will be responsible for scheduling testing services. We ask that a 24 hour notice be given for testing and inspection services. Scheduling of services would be done through either our office and/or the field technician on-site once the project commences. The primary GeoCon contact would be Mr. Jason Christian, P.E (251-424-0211).

Testing Standards

Our work on this project would be completed in general accordance with applicable ASTM standards and with generally accepted current standards of geotechnical engineering practices. We maintain general and professional liability insurance in amounts typically acceptable for similar projects. A copy of our insurance certificate can be obtained at your request.

Authorization

We thank you for allowing *GeoCon* the opportunity of providing a proposal for this project. Attached to this proposal is our Terms & Conditions sheet that governs our work. To authorize us to provide the proposed testing services based on the above proposed budget, please sign the below authorization form.

Please feel free to contact our office if you have any questions or if you need any additional information.

Sincerely,

GeoCon, Inc.



Jason J. Christian, P.E.
Geotechnical Engineer

Proposal Acceptance

Accepted By: _____

Entity: _____

Signature: _____

Mailing Address: _____

Email Address: _____

Contact Phone No: _____

TERMS AND CONDITIONS

SERVICES TO BE PROVIDED. GeoCon Engineering & Material Testing, Inc. (hereinafter GeoCon) is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in our proposal.

PAYMENT TERMS. Client agrees to pay our invoice upon receipt. If payment is not received within 30 days from the invoice date, Client agrees to pay a service charge on the past due amount at a rate of 1.5% per month, and GeoCon reserves the right to suspend all work until payment is received. No deduction shall be made from our invoice on account of liquidated damages or other sums withheld from payments to contractors or others.

TERMINATION. Either party may terminate this Agreement without cause upon 20 days advance notice in writing. In the event Client requests termination prior to completion of the proposed services, Client agrees to pay GeoCon for all costs incurred plus reasonable charges associated with termination of the work.

PROFESSIONAL LIABILITY. Notwithstanding any other provision of this Agreement, the Engineer's and GeoCon's total liability to the Owner for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the Engineer's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the lesser of the total contract price of this Agreement or the proceeds paid under Engineer's liability insurance in effect at the time such claims are made. The Owner hereby releases the Engineer from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.

SITE OPERATIONS. Client will arrange for right-of-entry to all applicable properties for the purpose of performing studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and licenses required for its activities at the site.

OWNERSHIP AND USE OF PROJECT DOCUMENTS. All documents are instruments of service in respect to the Services, and Engineer shall retain an ownership and proprietary property interest therein (including the right of reuse at the discretion of the Engineer) whether or not the Services are completed. Client may make and retain copies of documents for information and reference in connection with the services by Client. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's consultants. Client shall indemnify and hold harmless Engineer and Engineer's consultants from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.

ADDITIONAL SERVICES OF CONSULTANT. If authorized in writing by the Client, GeoCon shall furnish additional services that are not considered as an integral part of the Scope of Services outlined in the Proposal Acceptance Sheet. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. In addition, it is possible that unforeseen conditions may be encountered that could substantially alter the original scope of services. If this occurs, GeoCon will promptly notify and consult with Client and any additional services will be negotiated.

ASSIGNABILITY. GeoCon shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Client; provided, however, that claims for money by GeoCon against Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the Client.

SERVICES TO BE CONFIDENTIAL. All services, including opinions, designs, drawings, plans, specifications, reports and other services and information, to be furnished by GeoCon under this Agreement are confidential and shall not be divulged, in whole or in part, to any person, other than to duly authorized representatives of the client, without prior written approval of the Client, except by testimony under oath in a judicial proceeding or as otherwise required by law. GeoCon shall take all necessary steps to ensure that no member of its organization divulges any such information except as may be required by law.

CLAIMS. The parties agree to attempt to resolve any dispute without resort to litigation. However, in the event a claim is made that results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in defending the claim, including reasonable attorney's fees. The claim will be considered proven if the judgment obtained and retained through any applicable appeal is at least ten percent greater than the sum offered to resolve the matter prior to the commencement of trial.

SEVERABILITY. It is understood and agreed by the parties hereto, that if any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

SURVIVAL. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and GEOCON shall survive the completion of the services and the termination of this Agreement.

INTEGRATION. This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of Alabama and venue shall be in Baldwin County, Alabama.

Client Sign Here: _____ Date: _____

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Karin Wilson is hereby authorized to execute a contract with Volkert, Inc. to perform Professional Design Engineering Services for Utility Easement at Coleman Lane and Sibley Creek in Spanish Fort, Alabama (RFQ No. PS016-20) with a cost not-to-exceed of \$13,800.00.

DULY ADOPTED THIS 27TH DAY OF JULY, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/17/2020

JUL 17 '20 PM 1:58
Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award RFQ No PS016-2 Professional Design Engineering Services for Utility Easement for Coleman Land and Sibley Creek in Spanish Fort, AL to Volkert

Project Location: Gas Dept

Presented to City Council: 7/27/2020

Funding Request Sponsor: Mike Allison, Director of Operation
Terry Holman, Gas Superintendent

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 13,800.00

Vendor: Volkert, 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 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 _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 002-16050
G/L Acct Name: Const-Gas System Improvements

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

Project Budgeted: \$ 200,000.00
Balance Sheet Item-
Included in projected
cash flow \$0.00

Over (Under) budget amount: \$ (186,200.00)

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

Comments: The purpose for hiring Volkert, Inc. is to provide professional services related to services for land surveying, engineering, and geotechnical design to develop construction plans for the erosion control stabilization and bracing of an existing gas main crossing of Sibley Creek in Spanish Fort, AL. Construction administration and letting the bid for the work will take place once the design of the improvements has been approved.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 7/16/2020

Purchasing Memo Date: 7/16/2020

Delivered To Date: 7/17/2020

Request Approved Date: 7/17/2020

Request Approved Date: 7/17/2020

Approved Date: 7/17/2020

Signatures: Kim Creech
Kim Creech

Jill Cabanis
Jill Cabanis, MBA

Karin Wilson
Mayor Karin Wilson



MEMO

RECEIVED
JUL 16 2020
BY:

Karin Wilson
Mayor

Date: July 16, 2020

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

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

sa A. Hanks, MMC
City Clerk

RE City Council Approval to sign contract for professional services for RFQ
**PS016-2 Professional Design Engineering Services for Utility
Easement Coleman Lane and Sibley Creek**

Kimberly Creech Re:
Treasurer

On July 13, 2020 Council approved the selection of **Volkert, Inc.** for **RFQ No. PS016-20 Professional Design Engineering Services for Utility Easement Coleman Lane and Sibley Creek in Spanish Fort, AL.**

The purpose for hiring the firm is to provide to provide professional services related to services for land surveying, engineering, and geotechnical design to develop construction plans for the erosion control stabilization and bracing of an existing gas main crossing of Sibley Creek, in Spanish Fort, Alabama ("The Project"). The professional engineering services are to include **land surveying, engineering and geotechnical design** in the quoted not-to-exceed amount of **THIRTEEN THOUSAND EIGHT HUNDRED DOLLARS (\$13,800.00).**

Construction Administration and letting the Bid for the work will take place once the design of the improvements has been approved.

Please move this procurement of professional services forward to the City Council to approve the selection of Volkert, Inc. for RFQ PS016-20 Professional Design Engineering Services for Utility Easement Coleman Lane and Sibley Creek in Spanish Fort, AL in the not-to-exceed amount of \$13,800.00 for Professional services and to authorize the Mayor to sign the contract.

Cc: file, Mike Allison, Terry Holman

61 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 Job Project

Name: Terry holman/Mike Allison
Department: Gas

Date: 6/19/2020

ITEM OR SERVICE INFORMATION

1. **What item or service do you need to purchase?** Gas Main Right of Way Easement and Pipeline Stabilization
2. **What is the total cost of the item or service?** Est 75,279.00
3. **Where will the item or service be physically located?** Coleman Lane at Sibley Creek, Stapleton
4. **What is the primary function of the item or service?** To stabilize our 6" High Pressure Gas main and Creek Banks to meet Compliance.
5. **How many do you need?** One
6. **Item or Service Is:** New Used Replacement Annual Request
7. **When do you anticipate implementation?** ASAP 2020
8. **Additional Information or Comments:** The Engineering would be completed first at \$13,800.00. The est. construction would be later quoted and completed this year as a Public Works Project.
9. **Vendor Name:** Volkert, Inc.
10. **Vendor Number:** 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?** 200,000.00
3. **What is the Capital Project Name or Operating Budget Code:** #59500 Capital Sys Improvement Budget
4. **Check any applicable boxes:** State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

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



MEMO

Karin Wilson
Mayor

Council Members:
Kevin G. Boone
Robert A. Brown
Jack Burrell, ACMO
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: June 19, 2020

Re: **Choosing Professional Engineering Firm for RFQ PS016-20 Prof Design Engineering Services for Utility Easement Coleman and Sibley Crk in Spanish Fort, AL**

The Operations Director has need to hire a professional Engineering Firm to provide engineering Design Services for land survey, engineering and geotechnical design to develop construction plans for erosion control stabilization and bracing of an existing gas main that crosses Sibley Creek. **located in Spanish Fort, AL**

Per our Procedure for Procuring Professional Services, for projects under \$100,000.00, Michael Allison, and I are routing this short list through you, to the Mayor to choose firms to receive the RFQ. Please move this procurement of professional services forward to the Mayor for selection of a (or several) professional service provider(s).

The short list is:

[Mayor, please initial and date your selection]

[Signature] / / VOLKERT, INC

 / / None. Submit another list

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

Cc: file, Michael Allison, Terry Holman

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

Volkert, Inc.
1680B West 2nd Street
Gulf Shores, AL, 36542
(251) 968-7551
www.volkert.com



June 17th, 2020

Mr. Michael Allison
Operation Director
City of Fairhope Utilities
555 South Section St
Fairhope, Alabama 36532

SUBJECT: Coleman Lane Utility Easement Stabilization

Dear Mr. Allison:

Please find enclosed one (1) copy of the following Agreement to provide professional services related to services for land surveying, engineering, and geotechnical design to develop construction plans for the erosion control stabilization and bracing of an existing gas main crossing of Sibley Creek, in Spanish Fort, Alabama ("The Project").

This Project, this Agreement, and our relationship will be governed by the general conditions which are attached hereto, and by reference, made a part hereof. If the attached scope of work, proposed fee, and general conditions are acceptable, please indicate your acceptance of the proposal, scope of work and method of compensation by signing below and returning one copy for our files.

Thank you for the opportunity to provide these services. If you have any questions or comments or require additional information, please contact us.

Sincerely,

Brett Gaar
Vice President
Gulf Region Environmental Service Line Leader

Enclosure

ACCEPTED:

BY:

TITLE:

CLIENT NAME:

DATE:

**Federal Employer ID #
(Corporation):**

**SOCIAL SECURITY #
(Individual):**

Volkert, Inc.
1680B West 2nd Street
Gulf Shores, AL, 36542
(251) 968-7551
www.volkert.com



June 17th, 2020

Mr. Michael Allison
Operation Director
City of Fairhope Utilities
555 South Section St
Fairhope, Alabama 36532

SUBJECT: Coleman Lane Utility Easement Stabilization

Dear Mr. Allison:

Please find enclosed one (1) copy of the following Agreement to provide professional services related to services for land surveying, engineering, and geotechnical design to develop construction plans for the erosion control stabilization and bracing of an existing gas main crossing of Sibley Creek, in Spanish Fort, Alabama ("The Project").

This Project, this Agreement, and our relationship will be governed by the general conditions which are attached hereto, and by reference, made a part hereof. If the attached scope of work, proposed fee, and general conditions are acceptable, please indicate your acceptance of the proposal, scope of work and method of compensation by signing below and returning one copy for our files.

Thank you for the opportunity to provide these services. If you have any questions or comments or require additional information, please contact us.

Sincerely,

Brett Gaar
Vice President
Gulf Region Environmental Service Line Leader

Enclosure

ACCEPTED:

BY:

TITLE:

CLIENT NAME:

DATE:

Federal Employer ID #

(Corporation):

SOCIAL SECURITY #

(Individual):

GENERAL CONDITIONS FOR LETTER AGREEMENT

This Agreement made and entered into this ____ day of _____, 2020 by and between McCollough Architecture, Inc., hereinafter referred to as the OWNER, and Volkert, Inc., hereinafter referred to as the CONSULTANT;

WHEREAS, the OWNER desires to retain the CONSULTANT to perform certain professional engineering services as outlined in the Scope of Work.

SECTION I – SCOPE OF WORK

CONSULTANT'S Scope of Work hereunder is finite and limited to only those items explicitly stated or enumerated herein or attached hereto. Any work or services desired by OWNER that are not stated herein or attached hereto shall be considered Extra Work and shall entitle CONSULTANT to mutually agreed-upon additional compensation.

A. SCOPE OF WORK

Task 1 – Topographic Surveying (Smith-Clark Surveying)

- Develop field survey of the project site. The limits of topographic survey will generally extend 300 linear feet from Sibley Creek along an existing 30' utility easement. Deliverables will include a sealed topographic survey map and an Autocad drawing file in dwg format.
- *Topographic survey of utilities will include the horizontal location of apparent or exposed utilities and subsurface utilities that have been marked by the owner or utility provider. Sub-surface vertical locations of utility piping will be limited to accessible locations such as manhole or valve covers.*

See Appendix A for the full proposal from Smith-Clark Surveyors, Inc.

The lump sum fee to perform the work as described above is \$3,900.00

Task 2 – Geotechnical Analysis (GEOCON)

Geotechnical investigations will be performed to determine the subsurface soil and groundwater conditions at the project site for the development of bearing capacity and passive earth pressures for design of utility line bracing.

Collected soil test boring data and related soil laboratory test data will be evaluated by the geotechnical engineer and a written geotechnical engineering and materials report prepared.

See appendix B for full proposal from Geocon Engineering & Materials Testing, Inc.

The lump sum fee to perform the work as described above is \$2,900.00.

Task 3 – Construction Plans and Specifications

Volkert will develop construction plans and specifications for the proposed site improvements. Volkert will prepare the following documents:

- Construction plans consisting of General Notes, Existing Conditions Plan, Site Geometric & Grading Plan, Erosion Control Plan & Notes, and Utility Bracing Layout and Details.
- Develop Construction Specifications for site elements.

The lump sum fee to perform the work as described above is \$7,000.

Construction Observation:

Construction observation services are not included in this proposal, should the client request these services, they may be provided on an hourly basis at the rates found in the attached schedule.

Optional Services

Upon written request of the OWNER Volkert may perform additional work on an hourly basis services for tasks not associated with other tasks noted above. Prior to commencing hourly work an estimate will be provided by Consultant to Owner for the task requested.

- A. **SCHEDULE** - Work will be scheduled upon receipt of authorization by Owner.

SECTION II – TERMS OF PAYMENT

- A. Partial payments for all services performed by the CONSULTANT under the terms of the Agreement shall be made no more often than monthly to the CONSULTANT by the OWNER upon receipt of invoices and other evidence of performance as may be deemed necessary by the OWNER. Payments shall be due and payable within thirty (30) days of the date of invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one and one-half (1 ½%) per month and OWNER shall reimburse CONSULTANT for any expenses, including legal costs, incurred in collection of outstanding amounts due from OWNER.
- B. The OWNER will pay the CONSULTANT for special services performed by Subconsultants at the actual invoice amount times a factor of 1.10 for assisting and coordinating the Subconsultant's services.
- C. Reimbursable expenses are defined as follows:
- Travel and subsistence cost, printing and reproduction, computer services, advertising costs, mail distribution costs, permit fees, application fees or deposits, and all other costs incidental to performing the assignment.
- D. The OWNER as purchaser of the services described herein shall pay any applicable sales tax in the manner and in the amount as required by law.

- E. The total fee for professional services shall not exceed Thirteen Thousand Eight Hundred and Zero Cents (\$13,800.00) unless authorized by OWNER.

Summary of Fees

Task 1 – Topographic Survey (Smith-Clark Surveying)	\$ 3,900.00
Task 2 – Geotechnical Analysis (Geocon)	\$ 2,900.00
Task 3 – Site Design and Construction Plans	\$ 7,000.00
Total	\$ 13,800.00

Payment shall be made payable to Volkert, Inc. and submitted to the following address: *Dept. #2042, Volkert, Inc., P.O. Box 11407, Birmingham, AL 35246-2042*

SECTION III – MISCELLANEOUS

- A. Extra Work: It is mutually understood and agreed that the OWNER will compensate the CONSULTANT for services resulting from changes in the scope of a project or its design, including but not necessarily limited to, change in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the CONSULTANT’S control and when requested or authorized by the OWNER. Compensation for such extra work when authorized by the OWNER shall be mutually agreed upon prior to beginning work.
- B. Ownership and Reuse of Documents: All Project documents including but not necessarily limited to reports, drawings, studies, findings, correspondence, specifications, survey notes, estimates, maps, computations, calculations, computer files, Computer Assisted Design and Drafting (CADD) files (electronic and hard copy), and other data, as well as any and all other documents and other materials prepared, generated, or furnished by or for CONSULTANT and/or its Subconsultant(s) for the Project pursuant to this Agreement (hereinafter referred to in this Section B. as “Documents”) are instruments of service with respect to the Project, and CONSULTANT shall retain an ownership and intellectual property interest therein regardless whether the Project is completed. OWNER is hereby granted a royalty-free, non-exclusive, limited-use license therein, and may make and retain copies thereof for information and reference in connection with the use and/or occupancy of the Project by OWNER and others. However, such Documents are not intended for reuse or future use by OWNER or others for any purpose whatsoever or on any other project, and the limited-use license granted hereunder does not apply to any future use. No representation is made that such Documents are or will be suitable for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. Any use of such Documents by OWNER or others on any project other than the project which is the subject of this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of CONSULTANT. OWNER shall defend, indemnify, save and hold harmless CONSULTANT, its officers, directors, employees,

agents, successors, and assigns against any and all liability for any and all claims, demands, fines, fees, damages, actions, causes of action, lawsuits, expenses (including attorneys' fees), mediations, and arbitrations arising out of, resulting from, or relating in any way to the OWNER'S use of such Documents.

- C. **Exclusivity of Remedies:** To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT'S officers, directors, employees, agents and independent professional associates and Consultants, and of any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to CONSULTANT'S services, the project or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract by CONSULTANT or CONSULTANT'S officers, directors, employees, agents or independent professional associates or Consultants, or any of them, shall be limited to and shall not exceed the total compensation received by CONSULTANT under this Agreement, but in no event shall exceed the amount of available insurance proceeds
- D. **Insurance & Indemnification:** CONSULTANT shall procure and maintain the types and amounts of insurance as are set forth below. CONSULTANT shall cause OWNER to be an additional insured on CONSULTANT's policy of commercial general liability and automobile liability insurance.

<u>TYPE OF COVERAGE</u>	<u>LIMITS</u>
I Worker's Compensation Employer Liability	State – Statutory \$1,000,000 Per Accident \$1,000,000 Disease/Each Accident \$1,000,000 Disease/Policy Limit
II Comprehensive or Commercial General Liability	\$1,000,000 Per Person Bodily Injury \$1,000,000 Per Occurrence Bodily Injury \$1,000,000 Property Damage \$2,000,000 Policy Aggregate
III Automobile Liability	\$1,000,000 Combined Single Limit
IV Professional Liability	\$2,000,000 Each Claim \$2,000,000 Annual Aggregate

Indemnification by CONSULTANT. To the fullest extent permitted by law, and up to the limits of the Exclusivity of Remedies provision contained herein, CONSULTANT shall indemnify OWNER and OWNER's officers, directors and employees for costs, losses, judgments, damages and expenses (including reasonable attorneys' fees) to the extent

caused by the negligent acts, errors and omissions of CONSULTANT in the performance of its professional Services hereunder. In any matters involving allegations of negligent performance of professional Services by CONSULTANT, CONSULTANT's defense duties under this indemnification provision (which are expressly disclaimed) shall include only reimbursement of reasonable defense costs to the extent incurred as a proximate result of CONSULTANT's actual negligent performance.

Indemnification by OWNER. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless CONSULTANT and its officers, directors, members, partners, agents, employees, and subconsultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act, omission, or willful misconduct of OWNER or OWNER officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the OWNER with respect to this Agreement or to the Project.

E. Termination:

1. For cause,

(a) By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

(b) By CONSULTANT:

(1) upon seven days written notice if OWNER demands that CONSULTANT furnish or perform services contrary to CONSULTANT's responsibilities as a licensed professional; or

(2) upon seven days written notice if the CONSULTANT's services for the Project are delayed or suspended for more than 90 days for reasons beyond CONSULTANT's control.

(3) CONSULTANT shall have no liability to OWNER on account of such termination.

(c) Notwithstanding the foregoing, this Agreement will not terminate under Paragraph III.E.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,
 - (a) By OWNER effective upon CONSULTANT's receipt of notice from OWNER.
 3. Effective Date of Termination. The terminating party may set the effective date of termination at a time up to 30 days later than otherwise provided to allow CONSULTANT to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
 4. Payments upon Termination
 - (a) In the event of any termination, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all Services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.
 - (b) In the event of termination by OWNER for convenience, or by CONSULTANT for cause, CONSULTANT shall be entitled, in addition to invoicing for those items identified in Paragraph III.E.4(a), to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT's subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth herein.
- F. Time of Completion: In accordance with the Standard of Care set out herein, all services under this Agreement will commence upon authorization to proceed from the OWNER.
- G. Successors and Assigns:
1. OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by Section III.G.2, the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
 2. Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing

such independent professional associates and Consultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

3. Nothing under this Agreement shall be construed to give any right or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.
- H. **Dispute Resolution:** If a dispute arises out of or relates to this Agreement or its alleged breach, the OWNER and CONSULTANT shall direct their representatives to endeavor to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, the OWNER and CONSULTANT shall participate in mediation before recourse to litigation. The OWNER's and CONSULTANT's representatives shall attend all mediation sessions. Engaging in mediation is a condition precedent to litigation. Only after the parties have exhausted direct discussions AND mediation in accordance with the foregoing shall either of them be entitled to initiate litigation. Should either party initiate litigation prior to engaging in direct discussions, good faith mediation, and arbitration, it shall pay all attorneys' fees and expenses and other costs incurred by the other party in responding to said litigation. Any provisions herein to the contrary notwithstanding, OWNER and CONSULTANT hereby agree that any disputes between them will be tried to the Bench and not to a jury, and each of them willfully and voluntarily waives its right to trial by jury for any dispute arising out of this Agreement.
- I. **Right of Entry:** OWNER shall arrange for safe access to, and make all provisions for, CONSULTANT to enter upon public and private property as may be required for CONSULTANT to perform Services hereunder. CONSULTANT shall take reasonable precautions to minimize damage to the property during the course of its Services. OWNER acknowledges that a certain amount of damage, wear and tear, and depreciation is likely to result from CONSULTANT's operations on the property in furtherance of CONSULTANT's Services under this Agreement. The cost for restoration or remediation of damaged property which may result from CONSULTANT's operations is not included in CONSULTANT's compensation hereunder unless explicitly stated otherwise in this Agreement. If the property is damaged during CONSULTANT's operations and if OWNER desires CONSULTANT to restore or remediate the property to its former condition, CONSULTANT will do so for additional compensation.
- J. **Standard of Care:** CONSULTANT shall endeavor to perform its services hereunder consistent with the professional skill and care ordinarily exercised by similarly situated professional consultants practicing under similar conditions at the same time in the same or similar locality. No warranty, express or implied, is made or intended related to the services provided herein, and CONSULTANT guarantees no particular result.
- K. **Disclaimer of Third-Party Benefits:** OWNER and CONSULTANT expressly disclaim third-party beneficiaries hereunder and no one not a Party to the Agreement shall be entitled to seek enforcement against OWNER and/or CONSULTANT of any provision

herein, or to otherwise seek damages from either Party for the alleged breach of any provision contained herein or purported duty or standard created or conferred hereunder. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a Party to the Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms and provisions of this Agreement.

- L. Waiver of Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither OWNER nor CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both OWNER and CONSULTANT shall require similar waivers of consequential damages protecting all of the entities and persons named herein in all contracts and subcontracts with others involved in this Project.

- M. Waiver of Subrogation: Owner and CONSULTANT hereby mutually waive all rights of subrogation, as well as all claims and other rights they may have against each other for loss of and/or damage to (a) the Work and any Project therein, (b) all materials, machinery, equipment and other items used in the Project and/or to be incorporated into the Project, while the same are in transit, at Project sites, during erection and otherwise, and (c) all property owned by or in the custody of OWNER and its affiliates, however such loss or damage shall occur, except such rights as they may have to the proceeds of such instance held by the OWNER as trustee. If OWNER is not the sole owner of the Project sites and all property at and adjacent thereto, OWNER shall obtain an undertaking from the other owners thereof sufficient to provide CONSULTANT the same protection from liability for loss or damage as would be afforded to CONSULTANT under this Agreement if OWNER were the sole owner. OWNER shall cause all policies of property insurance relating to the Project to contain a provision or endorsement to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against CONSULTANT or its subconsultants, or any insureds, additional insureds, or loss payees thereunder.

- N. Jurisdiction/Venue: It is expressly agreed and stipulated between the parties that this contract shall be deemed to have been executed in the State of Alabama where the principal office of Volkert, Inc. is located. This Agreement shall be governed by the laws of the State of Louisiana and any disputes related to or arising out of this Agreement or its alleged breach shall be brought in the appropriate courts of the State of Alabama, exclusive of its choice of law provisions.

2020 Hourly Rates – Volkert, Inc.

<u>Position</u>	<u>Rate</u>
Principal	\$255
Supervisor	\$227
Project Manager	\$201
Staff 1 Engineer	\$103
Technician	\$109
Administrative Assistant	\$86

Hourly rates do not include direct expenses such as mileage or approved reimbursable expenses. Mileage will be billed at the IRS rate of 57.5 cents per mile. Approved reimbursable expenses as detailed in Section II-C of this agreement will be billed on a monthly basis.

APPENDIX A

SMITH-CLARK SURVEYING PROPOSAL



June 12, 2020

Andrew James, PE
Project Manager
Volkert, Inc.
1110 Montlimar Drive , Suite 1050
Mobile, AL 36609

RE: Gas Line Stream Crossing

Dear Andy,

Smith, Clark & Associates is pleased to submit this proposal for surveying services associated with the above referenced project.

PROJECT & SCOPE

Topographic Survey of approximately 600 feet as illustrated in the KMZ file provided. Determine boundary line and easements along the project area (documentation to be provided).

TOTAL FEE:

\$3,900

SCHEDULE

We currently have a 2-week backlog on starting fieldwork. We will attempt to accommodate a schedule if necessary, otherwise we can start field work approximately 2 weeks of receiving a finalized contract, based on our current workload and excluding weekends.

TERMS AND CONDITIONS

This proposal has been prepared with the express understanding that the selection of our firm to perform professional services is based upon the qualifications, experience, and reputation of the staff at Smith, Clark & Associates, L.L.C. (SC&A). All services are based on our fee schedule available upon request, the figures in this proposal are estimates. In the case that the project will require additional time and exceeding our original estimate you will be notified, and we will request authorization to continue with the project. If authorization to proceed is not granted, we will cease all work and bill for services rendered to date.

AUTHORIZATION

If this proposal meets your approval, please return signed original to this office. Receipt of the executed proposal will serve as our authorization to proceed. If you have any questions, please do not hesitate to contact us.

Sincerely,

Smith, Clark & Associates

Hunter C. Smith, PLS

APPENDIX B

GEOCON MATERIALS & TESTING PROPOSAL

GeoCon

Engineering & Materials Testing, Inc.

June 8, 2020

Mr. Andy James, P.E.
Volkert
1680 West 2nd St
Gulf Shores, Alabama 36542

Re: **Proposal for Geotechnical Exploration**
Proposed Sibley Creek Pipe Line Crossing
Baldwin County, Alabama

Dear Mr. James:

GeoCon Engineering & Materials Testing, Inc. is pleased to submit this proposal to provide geotechnical testing and engineering services for the above referenced project. We understand the project includes two (2) new stanchions at Sibley Creek along the gas line crossing. We understand that the stanchions will be supported on a pile foundation and be about 20 to 25 linear feet apart. We understand that the south side of the crossing is open and accessible to our drilling equipment.

Proposed Scope of Services

This proposal is based on the requested one (1) 35 foot deep CPT sounding at the pipe line crossing. Soil laboratory testing will include soil grain size determination to help classify the soils. The purpose of our investigation will be to determine the subsurface soil conditions in the proposed gas line crossing area and make recommendations regarding foundation design.

The collected soil test boring data and related soil laboratory test data would be evaluated by our engineering staff. A written geotechnical engineering report would be prepared and would include an assessment of the soil and ground water conditions relative to the proposed construction. The geotechnical report would be prepared and signed by a Professional Engineer registered in the state of Alabama.

Fee Estimate

Based on the proposed drilling and sampling, the proposed laboratory testing, and engineering work scope, we can provide geotechnical testing and engineering services for a cost of **\$2,900.**

Scheduling

We could proceed with the drilling and sampling within 1 week following your approval of the proposal. We estimate that drilling and sampling would be completed in 1 day, weather permitting, and soil laboratory testing could be completed in an additional 3 days. A completed geotechnical engineering report could be available within 1 week following completion of the drilling and sampling.

Testing Standards

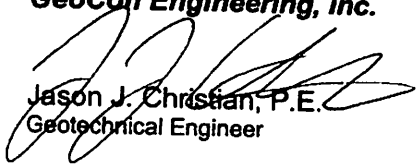
Our work on this project would be completed in general accordance with applicable ASTM standards and with generally accepted current standards of geotechnical engineering practices. We maintain general and professional liability insurance in amounts typically acceptable for similar projects. A copy of our insurance certificate can be obtained at your request.

Authorization

We thank you for allowing GeoCon the opportunity of providing a proposal for this project. To authorize us to provide the proposed geotechnical engineering services based on the above proposed budget, please sign both below and the attached Terms and Conditions Sheet and return a copy to this office for our files. Please feel free to contact our office if you have any questions or if you need any additional information.

Sincerely,

GeoCon Engineering, Inc.


Jason J. Christian, P.E.
Geotechnical Engineer

Accepted By: _____
Print Name: _____
Company: _____
Mailing Address: _____

Email Address: _____
Phone Number: _____

TERMS AND CONDITIONS

SERVICES TO BE PROVIDED. GeoCon Engineering & Material Testing, Inc. (hereinafter GeoCon) is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in our proposal.

PAYMENT TERMS. Client agrees to pay our 50% of our proposal amount prior to GeoCon mobilizing to the project site and agrees to pay the remaining balance prior to GeoCon issuing our report. No deduction shall be made from our invoice on account of liquidated damages or other sums withheld from payments to contractors or others.

TERMINATION. Either party may terminate this Agreement without cause upon 20 days advance notice in writing. In the event Client requests termination prior to completion of the proposed services, Client agrees to pay GeoCon for all costs incurred plus reasonable charges associated with termination of the work.

PROFESSIONAL LIABILITY. Notwithstanding any other provision of this Agreement, the Engineer's and GeoCon's total liability to the Owner for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the Engineer's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the lesser of the total contract price of this Agreement or the proceeds paid under Engineer's liability insurance in effect at the time such claims are made. The Owner hereby releases the Engineer from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.

SITE OPERATIONS. Client will arrange for right-of-entry to all applicable properties for the purpose of performing studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and licenses required for its activities at the site.

OWNERSHIP AND USE OF PROJECT DOCUMENTS. All documents are instruments of service in respect to the Services, and Engineer shall retain an ownership and proprietary property interest therein (including the right of reuse at the discretion of the Engineer) whether or not the Services are completed. Client may make and retain copies of documents for information and reference in connection with the services by Client. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's consultants. Client shall indemnify and hold harmless Engineer and Engineer's consultants from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.

ADDITIONAL SERVICES OF CONSULTANT. If authorized in writing by the Client, GeoCon shall furnish additional services that are not considered as an integral part of the Scope of Services outlined in the Proposal Acceptance Sheet. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. In addition, it is possible that unforeseen conditions may be encountered that could substantially alter the original scope of services. If this occurs, GeoCon will promptly notify and consult with Client and any additional services will be negotiated.

ASSIGNABILITY. GeoCon shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Client; provided, however, that claims for money by GeoCon against Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the Client.

SERVICES TO BE CONFIDENTIAL. All services, including opinions, designs, drawings, plans, specifications, reports and other services and information, to be furnished by GeoCon under this Agreement are confidential and shall not be divulged, in whole or in part, to any person, other than to duly authorized representatives of the client, without prior written approval of the Client, except by testimony under oath in a judicial proceeding or as otherwise required by law. GeoCon shall take all necessary steps to ensure that no member of its organization divulges any such information except as may be required by law.

CLAIMS. The parties agree to attempt to resolve any dispute without resort to litigation. However, in the event a claim is made that results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in defending the claim, including reasonable attorney's fees. The claim will be considered proven if the judgment obtained and retained through any applicable appeal is at least ten percent greater than the sum offered to resolve the matter prior to the commencement of trial.

SEVERABILITY. It is understood and agreed by the parties hereto, that if any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

SURVIVAL. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and GEOCON shall survive the completion of the services and the termination of this Agreement.

INTEGRATION. This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of Alabama and venue shall be in Baldwin County, Alabama.

Client Sign Here: _____ Date: _____

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized a contract for Extension No. 2 of RFQ No. PS028-18, Professional Advertising and Public Relations for the Community Development Department, with Hummingbird & South, for an additional one year, as per the terms and conditions of the original contract with a cost not to exceed of \$4,125.00.

DULY ADOPTED THIS 27TH DAY OF JULY, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/17/2020

JUL 17 '20 12:00
Please return this Routing Sheet to Treasurer by: ASAP

JAH

Project Name: Extension #2 for RFQ PS028-18 Professional Services for Advertising and Public Relations

Project Location: City-Wide

Presented to City Council: 7/27/2020

Resolution # :
Approved _____

Funding Request Sponsor: Jessica Walker, Director of Economic and Community Development
Paige Crawford, Special Events Coordinator

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 4,125.00 (Not to exceed)

\$ _____

Vendor: Hummingbird

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 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 Marina-34

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 001240-50570
G/L Acct Name: Advertising & Promotion

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

Project Budgeted: \$ 4,125.00
Balance Sheet Item-
Included in projected
cash flow \$0.00

Over (Under) budget amount: \$ _____

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

Comments:

The director of Economic and Community Development, Jessica Walker, requests that the City exercise the option of extending the bid one additional year to October 5, 2021

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 7/15/2020

Purchasing Memo Date: 7/15/2020

Delivered To Date: 7/17/2020

Request Approved Date: 7/17/2020

Request Approved Date: 7/17/2020

Approved Date: 7/17/2020

Signatures: *Kim Creech*
Kim Creech

Jill Capaniss
Jill Capaniss, MBA

Mayor Kann Wilson
Mayor Kann 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: July 15, 2020

Re: **Council Approval to award Extension #2 to HUMMINGBIRD for RFQ PS028-18 Professional Services for Advertising and Public Relations**

Special Events Coordinator, Paige Crawford, has requested **Extension #2 of RFQ PS028-18** for one additional and final 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. See attached letter of renewal from HUMMINGBIRD.

Extension #2 will be with the awarded vendor, **HUMMINGBIRD** of Mobile, AL. The vendor is in agreement with the Extension #2 (see attached).

Please place on the next available City Council agenda this request to approve Extension #2 for RFQ PS028-18 Professional Services for Advertising and Public Relations, and authorize the Mayor to execute the Contract Extension #2 with Hummingbird not to exceed \$4125.00 for the year.

Cc: file, Paige Crawford, Jessica Walker, R Weaver

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

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

RECEIVED
JUL 15 2020
BY:

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Jessica Walker/Paige Crawford

Date: 7/14/2020

Department: Economic and Community Development

ITEM OR SERVICE INFORMATION

- 1. What item or service do you need to purchase?** Graphic Design Service
- 2. What is the total cost of the item or service?** \$4125.00
- 3. Where will the item or service be physically located?** 1102 Dauphin Street Ste A
- 4. What is the primary function of the item or service?** Fairhope Connect Layout and Design
- 5. How many do you need?** 12 Month Contract
- 6. Item or Service Is:** New Used Replacement Annual Request
- 7. When do you anticipate implementation?** Immediately to 12M
- 8. Additional Information or Comments:** Quote Attached
- 9. Vendor Name:** Hummingbird
- 10. Vendor Number:** 4861

BUDGET INFORMATION

- 1. Is it budgeted?** Yes No Emergency Request
- 2. If budgeted, what is the budgeted amount?** \$4125.00
- 3. What is the Capital Project Name or Operating Budget Code:** 001240-50570 Communication-Advertising
- 4. Check any applicable boxes:** State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

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



PROJECT PROPOSAL

City of Fairhope - Newsletters, Extended Agreement 2020-2021

Prepared For

Paige Crawford
City of Fairhope

Created By

Hummingbird,
Hummingbird Ideas
tim@hummingbirdideas.com
<http://www.hummingbirdideas.com>



Overview

Hummingbird Ideas

With over 14 years of experience, Hummingbird Ideas has established and maintained a reputation for elegant execution, creativity, and dynamic strategy throughout the southern regional market.

We offer a balance of talent, intuition, experience, media solutions and metrics that advertisers have only imagined. The reality is Hummingbird Ideas is a creative problem-solving machine, that is fueled by client's need and driven by results. We are ready to provide you with marketing and advertising services at every level. From standing out to breaking into a market, we help people find you, trust you and share you.

Agreement & Terms

You are entering this agreement with Hummingbird Ideas (Hummingbird).

BILLING INFORMATION: Projects are invoiced at 100% upon completion. Payment is due within 15 business days of invoice.

PROJECT CANCELLATION: If at any time you feel that Hummingbird is not providing excellent service and value, please let us know so that we may rectify.

** This estimate does not include any custom photography or illustration. The estimate will change due to new information, change in the scope of the job or project, or excessive revisions.*



Project Proposal

Pricing

Services

Name/Description	Price	Qty	Subtotal
Insert: November/December 2020	\$125.00 / Hour	1.50	
Graphic design and layout of bi-monthly Fairhope Connect newsletter (single page insert for utility bills). City of Fairhope to provide all content and copy.			\$187.50
Bi-Fold: November/December 2020	\$125.00 / Hour	4	
Graphic design and layout of bi-monthly Fairhope Connect newsletter (bi-fold brochure). City of Fairhope to provide all content and copy.			\$500.00
Insert: January/February 2021	\$125.00 / Hour	1.50	
Graphic design and layout of bi-monthly Fairhope Connect newsletter (single page insert for utility bills). City of Fairhope to provide all content and copy.			\$187.50
Bi-Fold: January/February 2021	\$125.00 / Hour	4	
Graphic design and layout of bi-monthly Fairhope Connect newsletter (bi-fold brochure). City of Fairhope to provide all content and copy.			\$500.00
Insert: March/April 2021	\$125.00 / Hour	1.50	
Graphic design and layout of bi-monthly Fairhope Connect newsletter (single page insert for utility bills). City of Fairhope to provide all content and copy.			\$187.50
Bi-Fold: March/April 2021	\$125.00 / Hour	4	
Graphic design and layout of bi-monthly Fairhope Connect newsletter (bi-fold brochure). City of Fairhope to provide all content and copy.			\$500.00
Insert: May/June 2021	\$125.00 / Hour	1.50	
Graphic design and layout of bi-monthly Fairhope Connect newsletter (single page insert for utility bills). City of Fairhope to provide all content and copy.			\$187.50
Bi-Fold: May/June 2021	\$125.00 / Hour	4	
Graphic design and layout of bi-monthly Fairhope Connect newsletter (bi-fold brochure). City of Fairhope to provide all content and copy.			\$500.00



Insert: July/August 2021	\$125.00 / Hour	1.50	
Graphic design and layout of bi-monthly Fairhope Connect newsletter (single page insert for utility bills). City of Fairhope to provide all content and copy.			\$187.50
Bi-Fold: July/August 2021	\$125.00 / Hour	4	
Graphic design and layout of bi-monthly Fairhope Connect newsletter (bi-fold brochure). City of Fairhope to provide all content and copy.			\$500.00
Insert: September/October 2021	\$125.00 / Hour	1.50	
Graphic design and layout of bi-monthly Fairhope Connect newsletter (single page insert for utility bills). City of Fairhope to provide all content and copy.			\$187.50
Bi-Fold: September/October 2021	\$125.00 / Hour	4	
Graphic design and layout of bi-monthly Fairhope Connect newsletter (bi-fold brochure). City of Fairhope to provide all content and copy.			\$500.00
Subtotal:			\$4,125.00
Total cost:			\$4,125.00

Signed by:

City of Fairhope

Date

City of Fairhope

Contract Extension #2

RFQ PS028-18 Professional Services for Advertising and Public Relations

The EXTENSION NO. 2 OF CONTRACT ("Extensions") is made this _____ day of _____, 20__ for the purpose of extending the contract as **RFQ PS029-18 Professional Services for Advertising and Public Relations**, dated October 5, 2018 ("Original Contract") between the **City of Fairhope** and Humming Bird & South (the "Parties") of Mobile, Al.

1. The Original Contract, which is attached hereto as part of this Extension is described below: and will end on October 4, 2019
2. The Parties agreed to extend the Original Contract for an additional period, **Extension #1**, which began immediately upon the expiration of the original period, October 4, 2019 and **ends on October 4, 2020**
3. **The Parties agree to extend the Original Contract for the second and LAST period, Extension #2, which will begin immediately upon the expiration of Extension 1, October 4, 2020, and will end on October 4, 2021**
4. **This Extension binds and benefits both Parties and any successors or assigns.** This document, including the Original Contract, and Extension #1, 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

By: **Karin Wilson, Mayor**

By: **Lisa A. Hanks, MMC, City Clerk**

NOTARY FOR THE CITY

I, the undersigned authority in and for said State and County, hereby certify that **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, being informed of the contents of the document she executed the same voluntarily on the date of the same bears date.

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

Email Address

Business Mailing Address

City, State, Zip Code

General Contractor's License Number

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

NOTARY

STATE OF _____ }

COUNTY OF _____ }

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

_____, as _____
Type or Print Name of Bid Signer Type or Print Bid Signer Title

Respectively, of _____
Type or Print Company Name

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

Given under my hand and Notary Seal on this _____ day of _____, 20__

Notary Public _____

My Commission Expires _____

RESOLUTION NO. ____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 2 of Bid No. 027-17, Fairhope Connect Newsletter Printing, with Postmark Ink for an additional one year, as per the terms and conditions of the original contract. The annual cost not to exceed of \$14,100.00.

Adopted on this 27th day of July, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/16/2020

Please return this Routing Sheet to Treasurer by: ASAP

JUL 17 '20 PM 2:00

Project Name: Approve Extension #2 of Bid No. 029-18 Fairhope Connect Newsletter Printing

Project Location: Citywide

Presented to City Council: 7/27/2020

Funding Request Sponsor: Paige Crawford, Special Events Coordinator

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 14,100.00

Vendor: SMW Resources, Inc dba Postmark Ink

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 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 Marina-34

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 001240-50570
G/L Acct Name: Adv & Promotion

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

Project Budgeted: \$ 14,100.00
Balance Sheet Item-
Included in projected
cash flow \$0.00

Over (Under) budget amount: \$ -

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

Comments:

Special Events Coordinator has requested extension #2 of Bid No 029-18 for one additional and final year.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 7/14/2020

Purchasing Memo Date: 7/14/2020

Delivered To Date: 7/17/2020

Request Approved Date: 7/17/2020

Request Approved Date: 7/17/2020

Approved Date: 7/17/20

Signatures: Kim Creech
Kim Creech

Jill Cabaniss
Jill Cabaniss, MBA

Mayor Karri Wilson
Mayor Karri Wilson



RECEIVED
JUL 14 2020
BY:KC

MEMO

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

Date: July 14, 2020

Re: **Council Approval to award Extension #2 to Postmark Ink for Bid No 029-18 Fairhope Connect Newsletter Printing**

Special Events Coordinator, Paige Crawford, has requested **Extension #2 of Bid No 029-18** for one additional and final 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. See attached letter of renewal from **SMW Resources, Inc. dba Postmark Ink**.

Extension #2 will be with the awarded vendor, **SMW Resources, Inc. dba Postmark Ink** of Fairhope, AL. The vendor is in agreement with the Extension#2 (see attached).

Please place on the next available City Council agenda this request to approve Extension #2 for Bid No. 029-18 Fairhope Connect Newsletter Printing, and authorize the Mayor to execute the contract extension with SMW Resources, Inc. dba Postmark Ink

Cc: file, Paige Crawford, Jessica Walker, R Weaver

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

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: Jessica Walker/Paige Crawford

Date: 7/14/2020

Department: Economic and Community Development

ITEM OR SERVICE INFORMATION

- 1. What item or service do you need to purchase?** Printing Fairhope Connect – Poskmark Ink
- 2. What is the total cost of the item or service?** \$14,100
- 3. Where will the item or service be physically located?** 755 Middle Street
- 4. What is the primary function of the item or service?** Communication
- 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?** Immediately to 12 M
- 8. Additional Information or Comments:** Only Printing Costs
- 9. Vendor Name:** Postmark Ink
- 10. Vendor Number:** 772

BUDGET INFORMATION

- 1. Is it budgeted?** Yes No Emergency Request
- 2. If budgeted, what is the budgeted amount?** \$14,100.00
- 3. What is the Capital Project Name or Operating Budget Code:** 001240-50570
- 4. Check any applicable boxes:** State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

Imperial Dade

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

Dee Dee Brandt

From: Paige Crawford
Sent: Tuesday, July 14, 2020 9:36 AM
To: Dee Dee Brandt
Subject: FW: Extension of Contract for Bid No. 029-18
Attachments: Purchasing Request Form Fairhope Connect Printing Postmark Ink.docx

Dee Dee,

Here is all the information for the extension of Contract for Bid No. 029-18 Fairhope Connect Newsletter printing with Poskmark Ink. Please let me know if you need any additional information. Attached is the Purchasing Request Form.

I will also be sending you the extension for Hummingbird today.

From: mwoodrow@postmarkink.com <mwoodrow@postmarkink.com>
Sent: Monday, June 22, 2020 2:50 PM
To: Randy Weaver <Randy.Weaver@fairhopeal.gov>
Subject: Extension of Contract for Bid No. 029-18

Randy:

I am writing to request an extension of our Contract for Bid No. 029-18 Fairhope Connect Newsletter printing for an additional year. The pricing will remain the same. Our current extension is set to expire on September 19, 2020 and we would like to extend the contract to September 19, 2021.

Please let me know if there are any questions or if you need additional information.

Thank you,

Mark Woodrow
President
Postmark Ink
755 Middle St.
Fairhope, AL 36532
(251) 928-1095

The logo for Postmark Ink features the word "Postmark" in a serif font with a stylized hand holding a pen over the letter "o", and "INK" in a bold, sans-serif font.

City of Fairhope
Contract Extension #2
Bid 029-18 Fairhope Connect Printing Postmark INK

The EXTENSION NO. 2 OF CONTRACT ("Extensions") is made this _____ day of _____, 20__ for the purpose of extending the contract as **Bid 029-18 Fairhope Connect Printing Postmark INK**, dated September 19, 2018 ("Original Contract") between the **City of Fairhope** and **SMW Resources, Inc dba Postmark Ink** (the "Parties").

1. The Original Contract, which is attached hereto as part of this Extension is described below:
and will end on September 19, 2019

2. The Parties agreed to extend the Original Contract for an additional period, Extension #1, which began immediately upon the expiration of the original period, September 19, 2019 and **ends on September 19 2020**

3. The Parties agree to extend the Original Contract for the second and LAST period, Extension #2, which will begin immediately upon the expiration of Extension 1, September 19, 2020, and will end on **September 19, 2021**

4. **This Extension binds and benefits both Parties and any successors or assigns.** This document, including the Original Contract, and Extension #1, 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

By: **Karin Wilson, Mayor**

By: **Lisa A. Hanks, MMC, City Clerk**

NOTARY FOR THE CITY

I, the undersigned authority in and for said State and County, hereby certify that **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, being informed of the contents of the document she executed the same voluntarily on the date of the same bears date.

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

Email Address

Business Mailing Address

City, State, Zip Code

General Contractor's License Number

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

NOTARY

STATE OF _____ }

COUNTY OF _____ }

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

_____, as _____
Type or Print Name of Bid Signer Type or Print Bid Signer Title

Respectively, of _____
Type or Print Company Name

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

Given under my hand and Notary Seal on this _____ day of _____, 20__

Notary Public _____

My Commission Expires _____

RESOLUTION NO. ____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 2 of Bid No. 025-18, Pest Control 2018 for the the City of Fairhope, with Redd Pest Solution of the S.E., Inc., for an additional one year, as per the terms and conditions of the original contract. The cost is an annual not to exceed of \$13,768.04.

Adopted on this 27th day of July, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/16/2020

Please return this Routing Sheet to Treasurer by: ASAP

7/17/2020
JMS

Project Name: Approval of Extension 2 for Bid 025-18 Pest Control to Reed Pest Solutions of SE Alabama

Project Location: Citywide

Presented to City Council: 7/27/2020

Resolution # :
Approved _____

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

Changed _____

Rejected _____

Project Cash Requirement Requested:

Cost: \$ 13,768.04 (\$980.67 per month plus \$2,000 per year for afterhours/Formosan Termite Treatment)

\$ _____

Vendor: Redd Pest Solutions of SE Alabama

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 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 Marina-34

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: Various-50360
G/L Acct Name: General Maintenance

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

Project Budgeted: \$ 13,768.04
Balance Sheet Item-
Included in projected
cash flow \$0.00

Over (Under) budget amount: \$ -

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

Comments:

This service was budgeted in operating expenses in multiple departments for FY2020 and will be budgeted likewise in FY2021

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 7/6/2020

Purchasing Memo Date: 7/6/2020

Delivered To Date: 7/17/2020

Request Approved Date: 7/17/2020

Request Approved Date: 7/17/2020

Approved Date: 7/17/2020

Signatures: Kim Creech
Kim Creech

Jill Cabanis
Jill Cabanis, MBA

Mayor Kann Wilson
Mayor Kann Wilson



MEMO

To: Kimberly Creech, Treasurer

From: Delores A Brandt
Delores A. Brandt, Purchasing Manager

Date: July 6, 2020

Re: **Requesting City Council approval of Extension 2 to Bid 025-18 Pest Control 2018**

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

The Public Works Department has requested the second and final extension of **Bid 025-18 Pest Control 2018** for one additional year from September 3, 2020 to September 3, 2021. All existing terms and conditions, including pricing, will remain the same as the original contract. The original Contract allows two such extensions

If approved, the second extension will be with the awarded vendor, **Redd Pest Solutions of SE Alabama**. In Mobile, AL for the contract price quoted at \$980.67 monthly (see attached), with a not to exceed price of \$11,768.04 annually for routine treatment, and another \$2000 per year for afterhours/Formosan termite treatment. The vendor is in agreement with the extension (see attached letter).

Please place on the next available City Council Agenda this request to approve contract extension 2 for Bid 025-18 Pest Control 2018-19, and authorize the Mayor to execute contract Extension No. 1 with Redd Pest Solutions of SE Alabama.

Cc: File, R. Johnson, A. Borsage

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

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



July 7, 2020

Jennifer Bush
City of Fairhope
251-279-6231

Hello Jennifer,

We are fortunate to have the City of Fairhope's pest management business and do agree to the one year extension of the current contract, with all the terms and conditions, including pricing to remain the same.

Thank you so much and please feel free to contact us if any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenny Redd", enclosed in a circular scribble.

Kenny Redd
President

City of Fairhope

Extension No. 2 of Contract
for
Bid No 025-18 Pest Control 2018

This EXTENSION NO.2 OF CONTRACT ("Extension") is made this ___ day of ___, 2020, for the purpose of extending the contract known as Bid No. 025-18 Pest Control 2018 dated, September 4, 2018, ("Original Contract") between the City of Fairhope and Redd Pest Solutions of SE Alabama (the "Parties").

- 1. The Original Contract, hereto as a part of this Extension #1, is described below: Bid No. 025-18 Pest Control 2018 and would end on September 3, 2019.
2. The Parties agreed 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 September 3, 2020.
3. The Parties agree to extend the Original Contract and first extension, for a second and final period, which will begin immediately upon the expiration of the first extension time period September 3, 2020, and will end on September 3, 2021, at 11:59 p.m.
4. 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 #2 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 ___, 2020

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 _____, 2020

Notary Public _____

My Commission Expires ___/___/___



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. Park 7 12750 Merit Drive, Suite 1000 Dallas TX 75251	CONTACT NAME: PESTSURE CERTIFICATES PHONE (A/C No. Ext): 800-326-6203 FAX (A/C No.): 972-663-6258 E-MAIL ADDRESS: PESTSURECERTS@AJG.COM														
INSURED REDDPES-07 Redd Pest Solutions of the Southeast, Inc. PO Box 9125 Mobile, AL 36691	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Old Republic Insurance Company</td> <td style="text-align: center;">24147</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Old Republic Insurance Company	24147	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Old Republic Insurance Company	24147														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 1319220361** **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	MWZY313716-20	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			MWTB313717-20	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC313715-20	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All Locations & Operations. Additional Insured coverage is provided by form # CG 20 10 12 19, See Attached.
City of Fairhope is named as Additional Insured. Waiver of Subrogation applies in favor of the Additional Insured.

CERTIFICATE HOLDER

CANCELLATION

City of Fairhope 555 South Section St. Fairhope AL 36532	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations as required by contract or agreement.	All locations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

All persons or organizations as required by contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of
Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

All persons or organizations as required by contract or agreement.

The sentence in parenthesis above does not apply

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 7/1/2020 Policy No: MWC313715-20

Endorsement No.

Insured: Redd Pest Solutions of the Southeast, Inc.

Insurance Company: Old Republic Insurance Company

Countersigned by Todd E. Burke

Date of Issue: Date of Issue:

CITY OF FAIRHOPE
 BID TABULATION AND RE COMMENDATION
 BID NAME: PEST CONTROL 2018
 BID NO: 025-18
 BID OPENED: JULY 12, 2018 1:00 A.M.
 Note: Bid Bond WAIVED

VENDOR	Bid Proposal/ Non-collusion Statement: Executed / Signed / Witnessed	Signed Addenda 1, 2, 3	OPTION 1 BID Price per MONTH	CORRECTED AMOUNT	OPTION 1 TOTAL BID Price per YEAR (12 MONTHS)	CORRECTED AMOUNT	ON-CALL AFTER-HOURS HOURLY RATE	FORMICAN TREE TREATMENT	OPTION 2 Bid Price per MONTH	CORRECTED AMOUNT	OPTION 2 THREE YEAR CONTRACT TOTAL	CORRECTED AMOUNT	ON-CALL AFTER-HOURS HOURLY RATE	FORMICAN TREE TREATMENT
KNOX PEST CONTROL	YES	NO	\$1,221.00	\$1,257.00	\$14,682.00	\$15,084.00	\$18.00	No Response	\$1,221.00	\$1,257.00	\$14,682.00 (Annual Bid \$43,056.00 (36 months))	\$15,084.00 (Annual Bid \$45,252.00 (36 months))	\$18.00	No Response
REDD PEST SOLUTIONS OF THE S.E. INC.	YES	YES	\$380.04	\$380.07	\$4,560.48	\$4,560.84	\$38.00	\$125 / tree	No Bid	No Bid	No Bid	No Bid	\$18.00	No Bid
KELLY'S Exterminating Service, Inc	no response													
TERMINIX	no response													
HAVARD PEST CONTROL, INC.	no response													
HOUSEHOLD TERMITE & PEST CONTROL	no response													
SOUTHEASTERN EXTE FAMILATING	no response													
CENTISBLE PEST CONTROL, LLC	no response													
ARROW EXTERMINATORS	no response													
ROSE TERMITE AND PEST CONTROL	no response													
COOKS PEST CONTROL	no response													
WAYNE'S ENVIRONMENTALSERVICE	no response													
HADLEY TERMITE & PEST CONTROL	no response													
BEEBE'S PEST & TERMITE CONTROL, INC.	no response													
BAW PEST CONTROL	no response													
ENSEC8	no response													

Values in red denote inconsistencies which due to calculation errors
 Reconciliation: Award bid to REDD PEST SOLUTIONS OF THE S.E. INC. (OPTION 1)

Richard D. Johnson 72518
 Richard D. Johnson, Director of Public Works

Jillian Sarna 72518
 Jillian Sarna, Purchasing Manager

To my knowledge this is an accurate bid tabulation.

RESOLUTION NO. ____

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

[1] To award Bid No. 024-20 Elevator Maintenance 2020 for a 3-year contract with Thyssenkrupp Elevator; and the service is available for direct procurement through the Sourcewell Purchasing Cooperative for a total cost of \$18,900.00 for the 3-year contract (\$6,300.00 per year).

Adopted on this 27th day of July, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

JUL 17 '20 PM2:00

Issuing Date: 7/16/2020

Please return this Routing Sheet to Treasurer JAW ASAP

Project Name: Award Bid No 024-20 Elevator Maintenance 2020 3 year for the 4 elevators

Project Location: Citywide

Presented to City Council: 7/27/2020

Funding Request Sponsor: Richard Johnson, Public Works Director
Lance Cabaniss, Building Maintenance Supervisor

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 6,300.00 (\$6,300.00 per year \$18,900.00 3 year contract)

Vendor: Thyssenkrupp Elevator (Sourcewell Maintenance Agreement - Contract 1006516-TKE)

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 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 Marina-34

Project will be: Expensed XXX Operating Expenses XXX
 Capitalized _____ Budgeted Capital _____
 Inventoried _____ Unfunded _____

Expense Code: 001270-50360, 001100-50375, 001250-50360, 001100-50377 Grant: _____ Federal - not to exceed amount
 G/L Acct Name: General maintenance State _____
 City _____
 Local \$0.00

Project Budgeted: \$ 6,300.00
 Balance Sheet Item-
 Included in projected
 cash flow \$0.00

Over (Under) budget amount: \$ -

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

Capital Lease: _____ Payment _____ Term _____

Comments: Elevators at Fairhope Museum, Fairhope Recreation Center, Fairhope Library and Fairhope Parking Garage.

City Council Prior Approval/Date? _____

City Treasurer	Finance Director	Mayor
Purchasing Memo Date: <u>6/30/2020</u>	Purchasing Memo Date: <u>6/30/2020</u>	Delivered To Date: <u>7/17/2020</u>
Request Approved Date: <u>7/17/2020</u>	Request Approved Date: <u>7/17/2020</u>	Approved Date: <u>7/17/2020</u>
Signatures: <u>Kim Creech</u> Kim Creech	<u>Jill Cabaniss</u> Jill Cabaniss, MBA	<u>Mayer Kann Wilson</u> Mayer Kann Wilson



MEMO

Karin Wilson
Mayor

To: Kimberly Creech, Treasurer

From: 
Delores A Brandt, Purchasing Manager

Date: June 30, 2020

RE: Green Sheet and Council Approval of budgeted **Bid No, 024-20 Elevator Maintenance 2020 (3 yr)** for the four (4) elevators through the City to assist in the Compliance and Certification of these elevators by the State of Alabama

Council Members:

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

The Building Maintenance Supervisor, Lance Cabiness and Richard Johnson, Public Works Director, have reviewed the current contracts for Elevator Maintenance with Sourcewell and Omnia Purchasing Cooperatives.

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

The recommendation is to award the contract to **Thyssenkrupp Elevator** through the **Sourcewell Maintenance Agreement-- Contract 1006516--TKE** at a discount of 15% off posted national pricing. The combination option for the 3 hydraulic and 1 lift elevators is FIVE HUNDRED TWENTY-FIVE DOLLARS (\$525.00) per month for an annual amount of SIX THOUSAND THREE HUNDRED DOLLARS (\$6300.00) per year, and a total three-year contact cost of EIGHTEEN THOUSAND NINE HUNDRED DOLLARS (\$18,900.00). Attached is a copy of Billing rates outside of the Scope of the Contract. The current contract through Sourcewell Purchasing Group has been extended to November 2, 2021. See attachment for hourly fee schedule.

Please construct a greensheet and place on the first available City Council agenda this request to award Bid No. 024-20 Elevator Maintenance 2020, to Thyssenkrupp Elevator Corporation (a 3-year contract) through the Sourcewell Purchasing Cooperative, for a total of \$18,900.00.

Cc: file, R Johnson; Lance Cabaniss

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: Lance Cabaniss

Date: 7/9/30

Department: Building Maint

ITEM OR SERVICE INFORMATION

- 1. What item or service do you need to purchase?** City wide elevator contract to include 4 Hydraulic elevators
- 2. What is the total cost of the item or service?** Na
- 3. Where will the item or service be physically located?** Maint contract for museum, parking garage, recreation center, library elevators
- 4. What is the primary function of the item or service?** Maint Contract
- 5. How many do you need?** 1
- 6. Item or Service Is:** New Used Replacement Annual Request
- 7. When do you anticipate implementation?** As soon as possible
- 8. Additional Information or Comments:** The elevator contract is through the source well purchasing alliance.
- 9. Vendor Name:** Thyssenkrupp
- 10. Vendor Number:** 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?** 10,000
- 3. What is the Capital Project Name or Operating Budget Code:** Na
- 4. Check any applicable boxes:** State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

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

Sourcewell Maintenance Agreement – Contract #100516-TKE for the Protection of Vertical Transportation Equipment

- A. THIS AGREEMENT (hereinafter "Agreement") made and entered into on this 1 day of July, 2020 by and between City of Fairhope, having an address of PO Drawer 429 Fairhope, AL 36533 (hereinafter referred to as "Purchaser"), and, ThyssenKrupp Elevator Corporation, a Delaware corporation, having an address of 114 Townpark Drive, Kennesaw, Georgia 30144 (hereinafter referred to as "Contractor"). In consideration of the mutual covenants contained herein, Contractor agrees to perform the services described herein and Purchaser or its members agree to pay the amounts described herein, all on the terms and conditions set forth in this Agreement.

WHEREAS,

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

NOW THEREFORE, the Parties hereto agree as follows:

1. BACKGROUND

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

2. GOVERNING DOCUMENTS

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

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

3. PERFORMANCE

Service Provider will provide the services and/or scope of work applicable to all vertical transportation equipment described on any fully executed and properly delivered Agreement (the "equipment") on the terms and conditions set forth in this Agreement (the "Services"). The term "Property" hereinafter will refer to the real property of the Purchaser on which the equipment is located. Service Provider will use trained personnel directly employed and supervised by Service Provider or sub-contractors. They will be qualified to keep Purchaser's equipment properly adjusted, and they will use all reasonable care to maintain that equipment in proper operating condition. Service Provider will regularly and systematically examine, adjust



and lubricate as required, and, in Service Provider's sole opinion, if conditions warrant, Service Provider will repair or replace all equipment parts and devices not specifically excluded by this Agreement.

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

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

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

Pledge of Purchaser Satisfaction

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

4. INDEPENDENT CONTRACTOR RELATIONSHIP:

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

5. BY HIGHLY-TRAINED SERVICE PROVIDER PROFESSIONALS:

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

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

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

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

7. EXTENT OF COVERAGE:

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

7.1 TRACTION ELEVATORS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.1.15a All handicap devices;

7.1.15b All elevator related earthquake devices if applicable

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

7.1.16a the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this Agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2 HYDRAULIC ELEVATORS:

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

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

7.2.2 Filters, mufflers and muffler components are included.

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

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

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

7.3 ESCALATORS:

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

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

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

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

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

7.3.5 Skirt panels and panel finishes;

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

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

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

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

8. PARTS INVENTORY

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

9. TESTING

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

10. COMPLIANCE WITH LAWS:

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

11. TERM:

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

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

12. AFTER HOURS WORK

All Services are to be provided during Service Provider's regular working hours of its regular working days unless otherwise specified below. Regular working days are Monday – Friday 8AM to 4:30PM.

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

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

13. PRICING:

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

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

14. INSURANCE REQUIREMENTS:

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

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

Workers' Compensation Statutory Limits

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

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

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

Automobile Liability and Property Damage

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

15. PURCHASER RESPONSIBILITIES:

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

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

Other. Purchaser agrees not to permit others to make alterations, additions, adjustment, or repairs or replace any component or part of equipment during the term of any fully executed Location(s) Agreement. Purchaser agrees to accept Service Provider's judgment as to the means and methods to be employed for any corrective work under this agreement. In the event of the sale, lease or other transfer of the elevator(s) or equipment described in any fully executed Location(s) Agreement, or the premises in which they are located, Purchaser

agrees to see that such successor is made aware of that Location(s) Agreement and assumes and agrees to be bound by the terms of those documents for the balance of the Location(s) Agreement, and subject to termination herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the Location(s) Agreement.

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

Parts Repair and Replacement. For specified locations marked as “Bronze” within Exhibit A. Repair and/or replacement parts and labor are not included in this agreement without an additional charge. We will furnish the necessary lubricants and cleaning materials, excluding replacement of hydraulic fluid, at no additional charge.

16. EXCLUSIVITY

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

17. EXCUSABLE DELAYS

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

18. TERMINATION AND REMEDIES

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

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

19. ASSIGNMENT

Purchaser may not assign, transfer, novate, sub-contract or otherwise dispose of any of its rights and obligations under this Agreement without the prior written consent of the Service Provider. Notwithstanding the above, Service Provider may without the consent of the Purchaser; use subcontractors for the performance

of any Services purchased by the Purchaser under this Agreement or a local agreement. The use of subcontractors to provide Services shall in no way relieve the Service Provider of its responsibilities and obligations towards the Purchaser under this Agreement or a local agreement.

20. HEALTH & SAFETY, ENVIRONMENTAL AND QUALITY

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

21. ETHICAL COMMITMENT

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

22. MISCELLANEOUS

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

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

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

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

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

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

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

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

23 NOTICES:

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

FILL IN THE CONTACT INFORMATION FOR USA OPERATIONS FOR PURCHASER HERE

thyssenkrupp Elevator Corporation
114 Town Park Drive NW, Suite 300
Kennesaw, GA 30144
Attn: International Account Contract Administrator
FILL IN FAX NUMBER

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

thyssenkrupp Elevator: Opportunity ID: **ACIA-1QAGCL3**

ACCEPTED:

CITY OF FAIRHOPE

THYSSENKRUPP ELEVATOR CORP.

BY: _____
Signature of Authorized Individual

BY: _____

TITLE: _____

TITLE: Branch Account Executive

DATE: _____

DATE: _____

THYSSENKRUPP CORP. APPROVAL:

BY: _____
Jeff Jaudes

TITLE: National Accounts Manager

DATE: _____

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

Location Name: City of Fairhope

Location Address: Various

Entity Code: Government Buildings

Unit Count: 4

Unit Type: Hydraulic / Lift

Contract Type: GOLD / BRONZE

Contract Price: \$525.00 per month

Building Name	Building Location	Manufacturer	Type of Unit	Coverage	Price/mo
Fairhope Museum	24 N Section St.	Concord	Lift	BRONZE	\$75
Fairhope Rec. Center	803 N Greeno Rd.	Otis	Hydraulic	GOLD	\$150
Fairhope Library	501 Fairhope Ave.	Vertical Express	Hydraulic	GOLD	\$150
Fairhope Parking Garage	23 N Section St.	Otis	Hydraulic	GOLD	\$150

Billing Frequency: Quarterly – additional 3% discount option available for annual payment in advance

Special Billing Rates: per the Sourcewell Hourly Out of Scope Billing Rates

Standard Mechanic Hour = \$280.56

Overtime Mechanic Hour = \$476.96

**additional billing special rate scenarios attached*

RESOLUTION NO. _____

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

[1] That the City of Fairhope approves the Emergency Repairs to the Roof at the Recreation Center due to damage by forces of nature during a storm on July 12, 2020. The repair cost will be in the amount of \$8,000.00 which is not budgeted.

Adopted on this 27th day of July, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/16/2020

Please return this Routing Sheet to Treasurer by: ASAP

JUL 17 2020 2:00

Project Name: Approve the award of emergency repairs to the roof of the Recreation Center due to forces of nature damage on July 12, 2020

Project Location: Recreation Center

Presented to City Council: 7/27/2020

Resolution # :
Approved _____

Funding Request Sponsor: Richard Johnson, Public Works Director
Lance Cabaniss, Building Maintenance Supervisor
Pat White, Recreation Director

Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 8,000.00

\$ _____

Vendor: Roof Doctors

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 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 Marina-34

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital _____
Unfunded XXX

Expense Code: 001250-50475
G/L Acct Name: Capital Improvements

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

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

Over (Under) budget amount: \$ 8,000.00

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

Comments:

Due to damage by forces of nature to the roof of the Recreation Center during a storm on July 12, 2020. Recreation Director is requesting approval of procurement of services to make repairs to the roof immediately to stop further damage by water leakage.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 7/16/2020

Purchasing Memo Date: 7/16/2020

Delivered To Date: 7/17/2020

Request Approved Date: 7/17/2020

Request Approved Date: 7/17/2020

Approved Date: 7/17/2020

Signatures: Kim Creech
Kim Creech

Jill Cabaniss
Jill Cabaniss, MBA

Mayor Karin Wilson
Mayor Karin Wilson



MEMO

RECEIVED
JUL 16 2020
BY:

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: July 16, 2020

Re: Greensheet placing on City Council agenda to approve award of Emergency Repairs to the Roof of the Recreation Center due forces of nature damage on July 12, 2020

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

Due to damage by forces of nature to the roof of the Recreation center during a storm on July 12, 2020, Recreation Director, Pat White, is requesting approval of procurement of services to make repairs to the roof immediately so as to stop further damage by water leakage into the Recreation Center from storms.

We received a quote from Roof Doctors (see attached) in the amount of \$8000.00.

Please place on the next available City Council Agenda this request to procure emergency repairs to the roof of the Recreation Center from Roof Doctors in the amount of \$8000.00.

Cc, file, P White. Lance Cabaniss, Randy Weaver, Clint Steadham

161 North Section
Street
PO Drawer 429
Fairhope, Alabama
36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

Dee Dee Brandt

From: Kimberly Creech
Sent: Thursday, July 16, 2020 8:17 AM
To: Dee Dee Brandt; Jennifer Bush
Cc: Richard Johnson; Lance Cabaniss; Lisa A. Hanks, MMC
Subject: FW: Quote to repair roof at rec center
Attachments: city of fairhope rec center and pool.pdf

Dee Dee,
See attached. Jack told me to move forward with the repairs but I need to a Greensheet for the next meeting.
Thanks,
Kim

From: Lance Cabaniss <Lance.Cabaniss@fairhopeal.gov>
Sent: Wednesday, July 15, 2020 4:16 PM
To: Kimberly Creech <kim.creech@fairhopeal.gov>
Cc: Pat White <pat.white@fairhopeal.gov>; Richard Johnson <richard.johnson@fairhopeal.gov>
Subject: Quote to repair roof at rec center

Kim, here is the quote from roof Drs for the rec center. They are planning to start in the morning per our conversation. The damage is so wide spread that there is no way to patch it. Most of the bad damage is at the roof to roof connection from old gym to new rec gym. It had to be a rotational wind as the lightning rod was thrown backwards into the old gym roof which is the opposite way the storm was traveling.



805 River Route • Magnolia Springs, Alabama 36555 • (251) 233-8682 • (251) 943-8682 • Residential & Commercial Roofing

PROPOSAL SUBMITTED TO <u>City of Fairhope</u>		PHONE	DATE <u>7-15-20</u>
STREET		JOB NAME <u>Rec Center + pool Bld.</u>	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

Remove pipe flashings (8)
 Install 6 panels then install new boots (panels rusted through)
 Remove + Replace 3 panels R panel (17 ft, 18 ft, 20 ft)
 Remove + Replace Expansion joint cap (100 ft)
 Remove + Replace rake metal on S.W. corner (50 ft)
 Several holes where screws are missing need over sized screws
 Repair hole from lightning rod
 Seal ridge pin holes
 1 yr. workmanship warranty

We Propose hereby to furnish material and labor, complete in accordance with above specifications, for
 MAKE CHECKS PAYABLE TO ROOF DOCTOR OF ALABAMA, INC.

the sum of: _____ dollars (\$ 8,000.00).

Payment to be made as follows: Upon Completion

All material is guaranteed to be as specified. All work is 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. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature Jance Carberry

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

Signature _____

Signature _____

RESOLUTION NO. ____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope approves the procurement of Hydrofluorosilicic Acid for the Water Department, from Water and Waste Specialties, LLC, with an estimated cost of \$52,800.00 (estimated 11,000 gallons at \$4.80 per gallon); and dependent on population growth and weather conditions. These chemicals are exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7).

Adopted on this 27th day of July, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

JUL 17 '20 PM 2:00

Issuing Date: 7/17/2020

Please return this Routing Sheet to Treasurer ASAP

Project Name: Procurement of Hydrofluorosilicic Acid for the Water Department

Project Location: Water Department

Presented to City Council: 7/27/2020

Resolution # :
Approved _____

Funding Request Sponsor: Mike Allison, Director of Operation
Jay Whitman, Water & Sewer Superintendent
Tim Manuel, Assistant Water & Sewer Superintendent

Changed _____

Rejected _____

Project Cash Requirement Requested:

Cost: \$ 52,800.00 Estimated Annual cost 11,000 gallons at \$4.80 per gallon

\$ _____

Vendor: Water and Waste Specialties

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 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 Marina-34

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 004010-53010
G/L Acct Name: Chemicals & Testing

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

Project Budgeted: \$ 52,800.00
Balance Sheet Item-
Included in projected
cash flow \$0.00

Over (Under) budget amount: \$ -

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

Comments:

The estimated number of annual units needed for Hydrofluorosilicic Acid is 11,000 gallons at \$4.80 per gallon for a total estimated annual cost of \$52,800.00.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 7/15/2020

Purchasing Memo Date: 7/15/2020

Delivered To Date: 7/17/2020

Request Approved Date: 7/17/2020

Request Approved Date: 7/17/2020

Approved Date: 7/17/20

Signatures: Kim Creech
Kim Creech

Jill Cabaniss
Jill Cabaniss, MPA

Mayor Kann Wilson
Mayor Kann Wilson



MEMO

To: Kimberly Creech, Treasurer

From: Delores A Brandt
Delores A. Brandt, Purchasing Manager

RECEIVED
JUL 17 2020
BY:

Date: July 15, 2020

Karin Wilson
Mayor

Re: Placing on City Council agenda approval to procure Hydrofluorosilicic Acid for the Water Department for FY2021

Council Members:

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

The Water Department has the need to procure Hydrofluorosilicic Acid. The estimated chemical usage is dependent on population growth and weather conditions and could fluctuate from the quoted amount. These chemicals are exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7), which states:

Lisa A. Hanks, MMC
City Clerk

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

Kimberly Creech
City Treasurer

The estimated number of annual units needed for this order are 11,000 gallons at \$4.80 per gallon for a total estimated annual cost of \$52,800. This budgeted item is over the \$10,000.00 City Council approval limit.

Please compose a greensheet and move forward to the next available City Council agenda this procurement approval request for Hydrofluorosilicic Acid, at an estimated annual cost of \$52,800.00 dependent on population growth and weather conditions.

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

Cc: File, M. Allison, J. Whitman, J. Webber, T. Manuel

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

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Joe Webber

Date: 6/1/2020

Department: Water Department

ITEM OR SERVICE INFORMATION

- 1. What item or service do you need to purchase?** Hydroflurosilicic Acid
- 2. What is the total cost of the item or service?** Approximately \$52,800 Annually
- 3. Where will the item or service be physically located?** Citywide Wells
- 4. What is the primary function of the item or service?** Water Treatment
- 5. How many do you need?** Quantity varies with water usage
- 6. Item or Service Is:** New Used Replacement Annual Request
- 7. When do you anticipate implementation?** Immediately
- 8. Additional Information or Comments:** Needed Used and Consumed
- 9. Vendor Name:** Water and Waste Specialties
- 10. Vendor Number:** 22681

BUDGET INFORMATION

- 1. Is it budgeted?** Yes No Emergency Request
- 2. If budgeted, what is the budgeted amount?** Line Item for Chemicals and Testing Budget \$165,000
- 3. What is the Capital Project Name or Operating Budget Code:** 4010-53010
- 4. Check any applicable boxes:** State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

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

CITY OF FAIRHOPE
555 S. Section Street · Fairhope, AL 36532

Vendor: Water and Waste Specialties

Requisition: Click or tap here to enter text.

Department: Water Department

Date: 6/19/2020

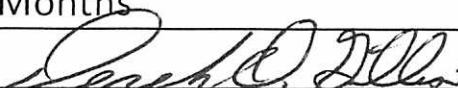
Attachments Included: YES NO

ITEM DESCRIPTION	ETA	QTY (BX/CS)	EACH	TOTAL
Hydroflurosilicic Acid	72 hours	Per Gallon	\$4.80	\$4.80 Per gallon
Quote is for a 12-month period				
Scope and Specifications attached				
FREIGHT				
TOTAL QUOTE				\$4.80 Per gallon

Date Needed:

Price Good Until: 12 Months

Quote Furnished By:



**SCOPE OF WORK AND SPECIFICATIONS
HYDROFLUOROSILICIC ACID**

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

The owner agrees to provide the following materials: NONE

We propose to meet or exceed the above specifications at:

Approx. Minimum order Qty 1,500 gallons \$4.80 per gallon (**note:** not per pound)

BULK DELIVERY

Show quantity price breaks on lines 1 – 4. Maximum order will be 4,000 gallons per delivery.

Quantity	Price per gallon
1. _____	\$ _____ per gallon Note: not per pound
2. _____	\$ _____ per gallon Note: not per pound
3. _____	\$ _____ per gallon Note: not per pound
4. _____	\$ _____ per gallon Note: not per pound

The undersigned agrees to furnish the goods/services as requested by you for the City of Fairhope, Baldwin County, Alabama in your quotation, and certifies that they will meet or exceed the specifications called for. The undersigned has read all information pertaining to this quote and has resolved all questions. It is also understood and agreed that all prices quoted are F.O.B. described in the documents and specifications.

SCOPE OF WORK AND SPECIFICATIONS

This section must be filled out and returned with your QUOTATION Form

SCOPE

1. Approximately 11,000 gallons of Hydrofluorosilicic Acid is to be used this year.
2. The product must be between 23-25% Hydrofluorosilicic Acid.
3. The Hydrofluorosilicic Acid shall be a clear straw yellow colored liquid with no visible cloudiness, impurities or sediment.
4. The liquid Hydrofluorosilicic Acid shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water treated with it.
5. The product must be National Sanitation Foundation (NSF) certified. Attach certification proof to Quote Response.
6. All material will conform to all AWWA Specifications and meet American National Standards Institute and National Sanitation Foundation ANSI/NSF. Attach certification proof to quote response.

7. The winning vendor to provide the equipment, including hoses, fittings and adaptors necessary for delivering and pumping the product into the Owners bulk storage tank located at the water well sites.
8. Quantity of containers to be filled will be four (4) 500-gallon and two (2) 1,000 gallon stands mounted Poly Tanks.
9. Location of well sites:

Courthouse to well # 1	0.3 miles
from well # 1 to well # 2	1.7 miles
from well # 2 to well # 3	3.9 miles
from well # 3 to well # 5	5.6 miles
from well # 5 to well # 4	1.8 miles
from well # 4 to well # 6	2.3 miles
10. Winning vendor must provide the City of Fairhope with current Material Safety Data Sheet (MSDS) of the Hydrofluorosilicic Acid.
11. Product delivery time will be within (7) days from the date of order.
12. All deliveries shall be made between the hours of 7:00 a.m. and 12:00 p.m.
13. Delivery of this product will be in **bulk delivery** from tanker truck, or other method agreed upon by both parties.
14. Driver must remain within a safe proximity while the transfer is in progress and continuously monitor area for any possible leaks or other problems. It is the responsibility of the driver to contain leaks and to report any and all spills while in the process of unloading the product in accordance with SARA Title III Program. It is known as the Superfund Amendments and reauthorization Act (SARA). Title III of SARA ("SARA Title III") is the Emergency Planning and Community Right- to- Know Act (EPCRA) and was signed into law in 1986.

GENERAL INFORMATION

Must accompany QUOTATION FORM

All delivery of chemical will be arranged by the City of Fairhope Water Department and will be delivered to various locations where water wells are located within the water system. City personnel will help in the distributing of chemical to well sites. **For Bulk Delivery of the product, a minimum of 100 feet of hose is needed for delivery. The winning vendor shall provide the equipment, including hoses, fittings and adaptors necessary for delivering and pumping the product into the owner's bulk storage tanks located at the water well sites.**

SPECIFICATIONS

Please put x in appropriate box below each statement

1. All prices quoted must include transportation charge's FOB: Fairhope, Alabama.

<input checked="" type="checkbox"/> COMPLY	<input type="checkbox"/> DOES NOT COMPLY
--	--

2. Delivery will be made between 7:00 a.m. and 12:00 p.m. the day of delivery.
 COMPLY DOES NOT COMPLY

3. All delivery and handling of such chemicals must be made in accordance of all Alabama Department of Environmental Management and Environmental Protection Agency regulations. And "SARA title III" Know as the Superfund Amendments and reauthorization Act. All necessary shipping documents must accompany all chemicals and the City of Fairhope must be notified of any problems in regard to shipment. Winning vendor must also provide the City of Fairhope with a current Material Safety Data Sheet (MSDS) of the product.
 COMPLY DOES NOT COMPLY

4. Driver must remain within a safe proximity while the transfer of product is in progress and continuously monitor area for any possible leaks or other problems. It is the responsibility of the driver to report any and all spills of the product in accordance with SARA Title III Superfund Amendments and Re-authorization Act (SARA), The Emergency Planning and Community Right-to-Know Act (EPCRA) signed into to law in 1986.
 COMPLY DOES NOT COMPLY

5. Provide twenty – four (24) hour emergency response phone numbers for response personnel. Minimum two (2) contacts with two phone numbers each. Attach to quote response
 COMPLY DOES NOT COMPLY

6. Provide chemical leak response, maximum two (2) hours to be on site. With those contact numbers also to be given if different from above.
 COMPLY DOES NOT COMPLY

7. The Hydrofluorosilicic Acid shall be a clear straw yellow colored liquid with no visible cloudiness, impurities or sediment. The liquid Hydrofluorosilicic Acid shall contain no soluble materials or organic substances in quantities capable of producing deleterious effects on the health of those consuming water treated with it.
 COMPLY DOES NOT COMPLY

8. Shipping will be an important consideration in the quote received. Shipment must be made within five to seven days of said date the chemicals were ordered. After the third time a shipment is beyond the 5-7 days, the city will have the option of rejecting present quote and accept the next lowest quote meeting specifications. All deliveries shall be made between the hours of 7:00 A.M. and 12:00 P.M.
 COMPLY DOES NOT COMPLY

ADDITIONAL TERMS AND CONDITIONS

The following terms also apply:

- 8.01 All work to be done in a neat and professional manner.
- 8.02 All applicable licenses or permit fees to be acquired and paid by AWARDED VENDOR.
- 8.03 AWARDED VENDOR to provide all necessary services and materials unless stated

otherwise
above.

- 8.04 AWARDED VENDOR to comply with all laws, codes, and regulations, including safety, fire, health, environmental and insurance.
- 8.05 AWARDED VENDOR to cleanup job site and remove all waste and non-salvageable material in accordance with applicable laws, codes and regulations.
- 8.06 The AWARDED VENDOR will be responsible for all minor facilities and equipment damages (e.g., paint, drywall and etc.) caused by the VENDOR resulting from negligence during the execution of this contract. This includes but is not limited to damage too small to be covered by the AWARDED VENDOR'S insurance
- 8.07 Written change proposals shall be provided to the project manager by the VENDOR for any modification to the plans, specifications or other contract requirements. The proposal shall include add-on or deduct costs, if any. The project manager will return an approved copy of the proposal prior to any change implementation.
- 8.08 All salvageable material remains property of the City of Fairhope, and to be delivered by AWARDED VENDOR to the City of Fairhope Warehouse, 555 South Section Street, Fairhope, Al. 36532

END OF SPECIFICATIONS

RESOLUTION NO. ____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope approves the procurement of Hydrated Lime and Gas Chlorine for the Water Department, from Water and Waste Specialties, LLC, with an estimated cost of \$53,575.00 (Hydrated Lime 4,000 bags at \$9.00 per bag and Gas Chlorine 185 cylinders at \$95.00 per cylinder); and dependent on population growth and weather conditions. These chemicals are exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7).

Adopted on this 27th day of July, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

JUL 17 '20 PM 2:00

Issuing Date: 7/17/2020

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of Hydrated Lime and Gas Chlorine for the Water Department

Project Location: Water Department

Presented to City Council: 7/27/2020

Funding Request Sponsor: Mike Allison, Director of Operation
Jay Whitman, Water & Sewer Superintendent
Tim Manuel, Assistant Water & Sewer Superintendent

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 53,575.00 Estimated Annual cost (Hydrated lime 4,000 bags at \$9. per bag and Gas Chlorine 185 cylinders at \$95.)
\$ _____

Vendor: Water and Waste Specialties

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 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 Marina-34

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Expense Code: 004010-53010
G/L Acct Name: Chemicals & Testing

Project Budgeted: \$ 53,575.00
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: The estimated number of annual units needed for Hydrated lime is 4,000 bags at \$9.00 per bag for a total estimated annual cost of \$36,000. The estimated number of annual units needed for Gas Chlorine is 185 cylinders at \$95.00 per cylinder for a total estimated annual cost of \$17,575.00. The combined estimated annual cost for \$53,575.00

City Council Prior Approval/Date? _____

City Treasurer	Finance Director	Mayor
Purchasing Memo Date: <u>7/15/2020</u>	Purchasing Memo Date: <u>7/15/2020</u>	Delivered To Date: <u>7/17/2020</u>
Request Approved Date: <u>7/17/2020</u>	Request Approved Date: <u>7/17/2020</u>	Approved Date: _____
Signatures: <u>Kim Creech</u> Kim Creech	<u>Jill Cabaniss</u> Jill Cabaniss, MBA	<u>Mayor Kann Wilson</u> Mayor Kann Wilson



MEMO

RECEIVED
JUL 15 2020
BY:

To: Kimberly Creech, Treasurer

From: *Delores A Brandt*
Delores A. Brandt, Purchasing Manager

Date: July 15, 2020

Karin Wilson
Mayor

Re: Placing on City Council agenda approval to procure Hydrated Lime and Gas Chlorine for the Water Department for FY2021

Council Members:

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

The Water Department has the need to procure Hydrated Lime and Gas Chlorine. The estimated chemical usage is dependent on population growth and weather conditions and could fluctuate from the quoted amount. These chemicals are exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7), which states:

Lisa A. Hanks, MMC
City Clerk

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

Kimberly Creech
City Treasurer

The estimated number of annual units needed for Hydrated Lime is 4,000 bags at \$9.00 per bag for a total estimated annual cost of \$36,000.00. The estimated number of annual units needed for Gas Chlorine is 185 cylinders at \$95.00 per cylinder for a total estimated annual cost of \$17,575.00. The combined estimated annual cost for Hydrated Lime and Gas Chlorine is \$53,575.00. This budgeted item is over the \$10,000.00 City Council approval limit.

Please compose a greensheet and move forward to the next available City Council agenda this procurement approval request for Hydrated Lime and Gas Chlorine at an estimated annual cost of \$53,575.00 dependent on population growth and weather conditions.

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

Cc: File, M. Allison, J. Whitman, J. Webber, T. Manuel

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

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Joe Webber

Date: 6/1/2020

Department: Water Department

ITEM OR SERVICE INFORMATION

1. **What item or service do you need to purchase?** Hydrated Lime and Gas Chlorine
2. **What is the total cost of the item or service?** Approximately \$53,575 Annually
3. **Where will the item or service be physically located?** Citywide Wells
4. **What is the primary function of the item or service?** Water Treatment
5. **How many do you need?** Quantity varies with water usage
6. **Item or Service Is:** New Used Replacement Annual Request
7. **When do you anticipate implementation?** Immediately
8. **Additional Information or Comments:** Needed Used and Consumed
9. **Vendor Name:** Water and Waste Specialties
10. **Vendor Number:** 22681

BUDGET INFORMATION

1. **Is it budgeted?** Yes No Emergency Request
2. **If budgeted, what is the budgeted amount?** Line Item for Chemicals and Testing Budget \$165,000
3. **What is the Capital Project Name or Operating Budget Code:** 4010-53010
4. **Check any applicable boxes:** State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

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

CITY OF FAIRHOPE
555 S. Section Street · Fairhope, AL 36532

Vendor: Water and Waste Specialties

Requisition: Click or tap here to enter text.

Department: Water Department

Date: 6/19/2020

Attachments Included: YES NO

ITEM DESCRIPTION	ETA	QTY (BX/CS)	EACH	TOTAL
Hydrated Lime and Gas Chlorine	72	LIME ----- Chlorine--	Per bag Per CYL	\$9.00 \$95.00
Quote is for a 12-month period				
Scope and Specifications attached				
FREIGHT				
TOTAL QUOTE		LIME ----- Chlorine--	Per bag- Per CYL-	\$9.00 \$95.00

Date Needed:

Price Good Until: 1 Year

Quote Furnished By: 

SCOPE OF WORK AND SPECIFICATIONS HYDRATED LIME AND GAS CHLORINE

8.0 SCOPE OF WORK

8.0.1 The Awarded Vendor to provide all necessary supervision, labor, tools, materials and safety equipment to perform the following tasks:

- 8.0.1.1 Provide SPECIFIED CHEMICALS and associated equipment and service as per specifications.
- 8.0.1.2 Deliver items to the City of Fairhope as per specification, three (3) days maximum delivery ARO.
- 8.0.1.3 Provide chemical leak response, maximum two (2) hours to be on site.
- 8.0.1.4 Provide twenty-four (24) hour emergency response phone numbers for response personnel.

8.1 SPECIFICATIONS

8.1.1 GENERAL INFORMATION

All delivery of chemicals will be arranged by the City of Fairhope Water Department and will be delivered to various locations where water wells are located within the water system. City personnel will manage the distribution of chemicals to well sites.

8.1.1.1 The following terms also apply:

All work to be done in a neat and professional manner. All applicable licenses or permit fees to be acquired and paid by Awarded Vendor. AWARDED VENDOR to provide all necessary services and materials unless stated otherwise herein. AWARDED VENDOR to comply with all laws, codes, and regulations, including safety, fire, health, environmental, and insurance. AWARDED VENDOR to cleanup job site and remove all waste and non-salvageable material in accordance with applicable laws, codes and regulations. The AWARDED VENDOR will be responsible for all minor facilities and equipment damages (e.g., paint, drywall and etc.) caused by the AWARDED VENDOR resulting from negligence during the execution of this quote. This includes but is not limited to damage too small to be covered by the AWARDED VENDOR'S insurance.

8.2 CHEMICALS

8.2.1 HYDRATED LIME

Approximately 4,000-bags of Hydrated Lime will be used by the City of Fairhope for the coming year. Delivery of Hydrated Lime will be in 50-pound bags. Available Lime Index must be 70% or better. Available Calcium Hydroxide should be 95% or better. Lime will pass 325 Mesh and will be 90% or better. Material shall conform to all AWWA Specifications. All prices quoted must include transportation charges to destination.

[X] COMPLY [] DOES NOT COMPLY

8.2.2 GAS CHLORINE

Approximately one hundred eighty-five (185) one hundred fifty (150) pound cylinders of Chlorine Liquefied Gas will be needed for the following year. **The delivery of this chemical must be in one hundred fifty (150) pound cylinders.** Material shall be commercial grade, conforming to AWWA Specifications, contain not less than 99% Chlorine, shall not contain materials which may be found objectionable by the City of Fairhope in the purification for potable use.

8.2.2.1 All Chlorine containers delivered to City of Fairhope water wells shall meet all current Federal, State and local Laws, Codes, Regulations or Ordinances, and AWWA current standards and specifications for one hundred fifty-pound cylinders, at time of deliveries.

8.2.2.2 All prices must include transportation. No container deposits will be allowed.

COMPLY DOES NOT COMPLY

8.3 DELIVERY

Delivery of chemicals must be received between 7:00 AM and 9:00 AM on the delivery dates established by the City of Fairhope.

COMPLY DOES NOT COMPLY

8.3.1 Provide current, applicable Material Safety Data Sheets (MSDS) with each delivery, notifying receiving personnel of any changes, replacements or revisions.

COMPLY DOES NOT COMPLY

8.4 VENDOR COMPLIANCE

Items quoted must comply with all specifications listed.

Vendor must acknowledge VENDOR COMPLIANCE. If Does Not Comply is selected, a full explanation must be made on an extra sheet attached to back of quotation form. Attach support data for substitution being equal to or better than specified. If vendor does not acknowledge VENDOR COMPLIANCE, it will be understood that vendor cannot fulfill said specifications.

END OF SPECIFICATIONS

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 a Canon Image Prograf TX-3000 Device (36 Month Lease for the City) for the IT Department; and the type of equipment needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and

[2] The following is the Alabama State Department of Purchasing contract information:

Contract Number: T190-PA3091-AL02

Canon Image Prograf TX-3000

Cost is \$4,405.80 per year

Adopted on this 27th day of July, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

JUL 17 2020 PM 2:00

Issuing Date: 7/17/2020

Please return this Routing Sheet to Treasurer JAM ASAP

Project Name: Approve 36 month lease for a Canon image Prograf TX-3000 T36 device through the State of Alabama Contract #T190-PA3091-AL02

Project Location: Public Works

Presented to City Council: 7/27/2020

Funding Request Sponsor: Jeff Montgomery, Director of Information Technology

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:

Cost: \$ 4,405.80 (\$367.15 per month) Annual \$4,405.80; Contract 36 month \$13,217.40

Vendor: Canon Solutions American, 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 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 Marina-34

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: XXX-50520
G/L Acct Name: Equipment Rental

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

Project Budgeted: \$ 4,405.80
Balance Sheet Item-
Included in projected
cash flow \$0.00

Over (Under) budget amount: \$ -

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

Comments:

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 7/15/2020

Purchasing Memo Date: 7/15/2020

Delivered To Date: 7/17/2020

Request Approved Date: 7/17/2020

Request Approved Date: 7/17/2020

Approved Date: 7/17/2020

Signatures: Kim Creech
Kim Creech

Bill Cabaniss
Bill Cabaniss, MBA

Mayor Karin Wilson
Mayor Karin Wilson



MEMO

RECEIVED
JUL 16 2020

BY:

Karin Wilson
Mayor

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

Date: July 15, 2020

Council Members:

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

Re: **Greensheet/City Council to approve rental of over \$10,000.00 for 2020 budgeted Canon Image PROGRAF TX-3000 MFP T36 device through a Canon contract with the State of Alabama**

Lisa A. Hanks, MMC
City Clerk

The Director of Information Technology, Jeff Montgomery, has requested approval for a 36 Month contract for a CANON image PROGRAF TX-3000 T36 device through the State of Alabama Contract #T190-PA3091-AL02. Annual cost of this contract is FOUR THOUSAND FOUR HUNDRED FIVE DOLLARS AND EIGHTY CENTS (\$4,405.80) and the 36-month total is THIRTEEN THOUSAND TWO HUNDRED SEVENTEEN DOLLARS AND FORTY CENTS (\$13,217.40) This service is to replace the current contract.

Kimberly Creech
City Treasurer

The Information Technology Department recommends the award be made to Canon Solutions America, Inc. through State Contract #T190-PA3091-AL02 in the amount of THIRTEEN THOUSAND TWO HUNDRED SEVENTEEN DOLLARS AND FORTY CENTS (\$13,217.40) for the three-year equipment rental Program see attached documents.

Please compose and have approved this request to Award the 3-year contract for Multifunction Network Devices to Canon Solutions America Inc through the State Contract in the amount of \$13,217.40

161 North Section
Street PO Drawer 429
Fairhope, Alabama
36533

Cc: file, J. Montgomery

251-928-2136

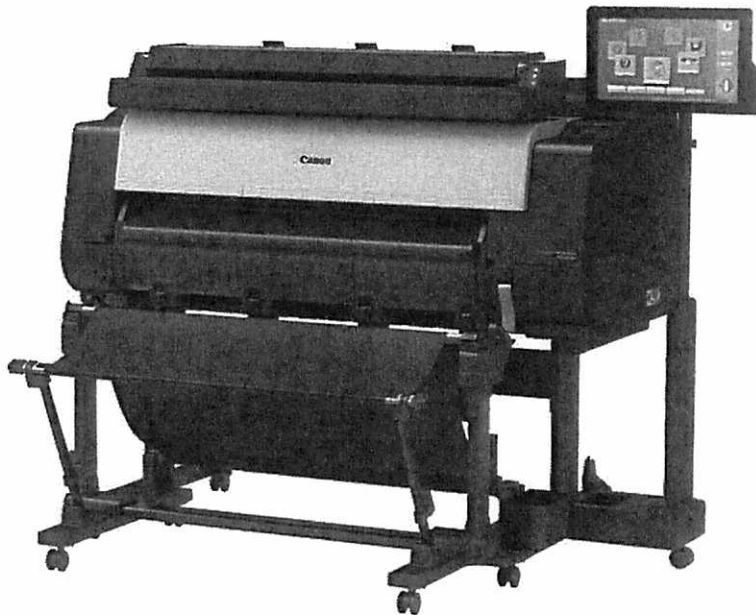
251-928-6776 Fax
www.fairhopeal.gov

Canon

imagePROGRAF

TECHNICAL DOCUMENTS
Large Format Printing

A Proposal on
Canon imagePROGRAF TX-3000 MFP T36 Scan-to-Copy/File/Share System



Prepared for:
Hunter Simmons
Jennifer Bush
City of Fairhope

Prepared by:
Tricia Tuite
Senior Account Executive
Canon Solutions America
Date: June 8, 2020

*U.S. Patent and Trademark Office, 2017.

Overview of the imagePROGRAF TX-3000 MFP T36 System

Important Features

The Canon imagePROGRAF 36" TX-3000 MFP T36 Scan-to-Copy/File/Share/Cloud system is designed to meet the speed and precision requirements for AEC, CAD, MCAD, ECAD markets, with outstanding ease-of-operation. The TX-3000 MFP T36 provides a fast and effective system for copying, archiving and distributing large format maps, drawings, renderings, site and facilities management plans, design and layout proofs, posters and more.

This Multifunction Product's advanced T36 scanner adds versatility to the product capabilities with the ability to scan documents up to 2mm thick. The scanner has the ability to scan documents up to 315" in length as a PDF or JPEG file, and up to 598" in length as a TIFF file. The SmartWorks MFP software simplifies the entire Scan-to-Print, File, and Share process for users of all experience levels. TX-3000 MFP T36 also offers Canon's Direct Print & Share software¹, a cloud-portal software solution that enables the viewing, sharing and printing of files from virtually anywhere in the world, a Shortcut Print button for drag and drop printing through hot folder technology, and is compatible with almost any cloud server that's WebDAV compliant. The solution is also equipped for mobile printing through use of the Apple AirPrint² app for the Apple iPad® or iPhone® and the Canon Print Service app for the Android tablet and smart phone.

With true 1200dpi optical resolution, CIS scanning technology for incredible line definition and accuracy, and room for documents up to 38" wide (36" image width) by any length, the TX-3000 MFP T36 is a versatile imaging solution. And with dynamic preview and a large 15.6" simple-to-use touch-screen interface, one-click scanning/copying has never been easier and comes standard with the ability to scan to PDF, JPEG and TIFF file formats. The TX-3000 MFP T36 provides the versatility and flexibility needed to be used in a wide variety of industries and applications, all in one captivating package.

Scan-to-Copy/File/Share/Cloud Solution

The TX-3000 MFP T36 is an affordable solution for providing fast, high-quality, large format image capture-to-output. Designed to be more than just its parts, it is the versatility of the product that makes it stand out. This multi-component system gives the user the opportunity to be more productive by being able to print and scan at the same time. The open architecture of the computer can be used to load additional programs, among other things. The printer's ability to print on a wide variety of media lends itself to uses in many departments and applications as well.

A flexible system built for the way you work, the imagePROGRAF TX-3000 MFP T36 includes:

- TX-3000 36-inch Printer
- T36 Scanner with Power Cord, USB 3.0 Cable
- Computer – All-in-one Touchscreen PC (15.6")
- Computer Stand
- Power Supply
- Ethernet Cable
- (2) Paper Edge Guides
- (3) Document Return Guides
- USB Stick with SmartWorks MFP Software, Operation Manual, and Quick Start Guide
- Calibration Target
- T36 Scanner Quick Start Guide

SmartWorks MFP Software

SmartWorks MFP gives you the tools you'll need to quickly and easily scan to print/file/share large format technical documents. With a simple to use interface and unique scan-it-once ability, SmartWorks MFP allows for efficient batch scanning and helps create quality scanned images that are produced in a short amount of time. Scan to PDF, TIFF and JPEG file formats. SmartWorks MFP software is now more efficient than ever before.

Features:

- Scan-to-Multipage PDF
- Scan lengths of up to 315" (26 ft) for PDF and JPEG files, and up to 598" (50 ft) for TIFF files
- Ability to add custom presets with one-touch retrieval for those often-used settings
- Image enhancements for white point adjust, black point adjust, sharpen, mirror, and invert
- Fine detail scan feature
- Ability to mark up documents directly on the monitor and preview before printing³
- Enhanced Admin rights
- Full integration with Canon Digital Print & Share cloud software¹

Users have more control over their workflow with access to editing functions such as marking up a document and making any adjustments right on the monitor³. Custom presets help users control the scanner and increase control over printer settings.

36" TX-3000 Large-format printer

Designed for technical and office applications, Canon's 5-color LUCIA TD Pigment Ink technology optimizes dynamic surface tension of inks for high-quality CAD printing. This reduces color unevenness and produces precise lines, smooth curves, and sharp text on technical and office documents, including both ink-jet and non-inkjet paper. The Pigment ink enables wide color gamut even on inkjet plain paper to produce crisp and vibrant printouts to satisfy all projects. Combine this pigment ink with water resistant media and you have a printed drawing that can withstand most outdoor conditions.

The TX-3000 Printer is capable of producing 147 prints per hour!⁴ It has the capability of accommodating 160 ml, 330 ml, and 700 ml ink tanks⁵, geared towards lowering cost per print. The TX-3000 comes standard with the TX Stacker that is capable of handling up to 100 Sheets of ARCH C, ARCH D, or ARCH E/E1 size paper. In addition, a new feature is the optional Multifunction Roll System, which is a versatile media handling solution that enables either a second roll of media to be loaded on the printer, or can be configured as a bi-directional media Take-up unit. The optional second roll allows for the immediate switching between different media types or the use of two rolls of the same paper for up to 3900 sq. ft. of printing. This option is ideal for large, consecutive print jobs with uninterrupted printing.

T36 Scanner

The T36 scanner incorporates a SingleSensor assembly technology⁶, which helps provide consistent and better color accuracy with more detail in the shadows and highlights than a staggered CIS array scanner. The single component image sensor is the full width of the scanner and has long life LED Bi-directional illumination. Full width image capture, as opposed to time delayed scanning of separate sections, means less risk of misalignment of scan data. LED's require virtually no warm up time and provide a wide and consistent color gamut, with low power consumption and there is less potential for shadowing at creases or folds. A single driven hold up roller provides even pressure across the scan width which means originals are less susceptible to folds or creases.

T36 Scanner Features

- 1200 dpi optical resolution, 9600 dpi maximum resolution
- Image scanning of up to 36" wide, fits documents 38" wide
- Scanning speed of up to 13 inches per second monochrome, 6 inches per second color
- USB 3.0 interface, 75 Mbytes / sec transfer rate
- Scan documents up to 2.0 mm thick
- Face up / Front load / Rear exit
- Straight paper path

All-in-One Design

The new compact design includes the T36 scanner that attaches to the top of the printer and a 15.6" touchscreen computer that attaches directly to the printer stand. The touch screen monitor makes it easier for the user to view accurate previews, edit and markup documents. This simple-to-use touch screen makes one-button scanning/copying easier than ever, and the embedded USB ports provide a user with easy access. The new design allows the scanner and printer to work independently allowing for greater productivity.

All-in-One 15.6" Touchscreen Computer

A computer is included with the MFP T36 system with features such as:

- Scanning files directly to the PC for easy reprinting
- Adding additional programs to the system
- Moving files via a USB storage device
- Sharing files over a network via the Ethernet card

TX Stacker

Built for high productivity and increased flexibility this stacker handles documents of mixed sizes, including ARCH C, ARCH D, or ARCH E/E1 sizes, and stacks them up to 100 sheets. The variety of configurations the TX Stacker can be positioned makes prints easily accessible to pick up for on-the-go printing. When not in use the TX Stacker can be folded up to conserve space.

Optional 2nd Roll Unit

The optional Multifunction Roll System is a versatile media handling solution system that enables either a second roll of media to be loaded on the printer, or can be configured as a bi-directional media Take-up unit. The optional second roll allows for the immediate switching between different media types or the use of two rolls of the same paper for up to 3900 sq. ft. for printing of large, consecutive runs. As a Take-up unit the operator can choose to use this option to rewind longer printouts, either surface on the outside or the inside of the roll.

LUCIA TD Pigment Ink System

The TX-3000 features an all-new 5-color TD pigment ink set. This ink is formulated to produce fine lines and sharp text on both inkjet and non-inkjet paper. When combined with water resistant media, you have a printed drawing that can withstand the weather conditions at a construction site.

High Capacity Ink Tanks

Available in 160 ml, 330 ml, and 700 ml ink tanks⁵, you have the ability to purchase a combination of ink sizes based on your printing volume. 970 ml ships standard with the TX-3000 and is compatible with low-cost LED paper.

Precision Printing: High-Density PF-06 Print Head

The newly designed, 6-channel PF-06 Print Head is engineered to work with the printers' high-speed carriage and high-frequency ink ejection to enable fast printing. This printer boasts Canon's print-head technology that lays down ink with exceptional speed and accuracy. The PF-06 print head incorporates a nozzle orifice shape to help minimize mist spray, producing clean lines and text. The high-precision, high-density print head, with a total of 15,360 nozzles, lays down 5 picoliter-size ink droplets that produce sharp detail and excellent image quality. The result is consistently accurate 2400 x 1200 dpi output with fine lines that are accurate to $\pm 0.10\%$ and as thin as 0.02mm.

High-Speed Printing: L-COA Processor

When you need to keep projects moving forward and meet deadlines, speed is critical. Canon's advanced print head technology achieves speeds up to 832 ft²/hr on uncoated media. Print a full color, 2400x1200 dpi high resolution image with plain paper in 42 seconds⁴. Powering these incredible print speeds is Canon's L-COA processor, at the heart of every imagePROGRAF printer.

The L-COA (Large Format Printer Common Architecture) print controller drives the imagePROGRAF print engine to lay down ink with exceptional speed and precision. This unique, high-speed processor enables the print system to process large volumes of data while optimizing output of complex high-color GIS images and architectural renderings for maximum readability and color accuracy.

Direct USB Thumb Drive Printing

A new feature for the imagePROGRAF 5-color Printers, the TX Series includes the accessibility of USB thumb drive printing, supporting JPEG and PDF file formats. Simply load your files onto your USB drive and step right up to the printer and plug-in. The operation panel can populate a preview of your document to ensure you have selected the correct one. This allows easy printing, and increased productivity for your print jobs.

Strengthened Security

The TX-3000 Printer comes equipped with essential security features designed to help protect confidential information, such as an encrypted hard drive, IPsec Support, SSL/TLS, SNMPv3 and 802.1x Authentication. This ensures that there is secure communication throughout all devices and data will not be compromised. Beyond communication, the imagePROGRAF TX Series has functionality restrictions, giving you full control of your own workspace. Included is a Panel Lock by Remote UI, which allows administrators to prevent all use of the operation panel by users – a first for imagePROGRAF Large-format printers! These security features will give users piece of mind knowing that their data is securely protected.

At a Glance

- Self Encrypting Hard Disk
- Secure Disc Erase
- Secure File Erase
- Panel Lock by Remote UI
- Remote UI Multilevel
- Job Storage and Pin Printing

Wi-Fi Compatible⁷

Printing jobs quick is critical on the work site and in the office; The Wi-Fi connectivity will transfer technical drawing files and speed up your workflow, perfect for high-volume printing. No Wi-Fi router is needed, which creates greater freedom during installation. Wi-Fi connectivity is standard for the imagePROGRAF TX Series printers.

500GB Hard Drive

A built-in 500GB hard drive within the printer increases productivity by relieving workload from the host PC, while providing a large capacity for print job data storage, and retrieval. This 500GB hard drive enables job data to be stored in protected mailboxes for easy access via web browser or at the printer for job re-printing. The embedded hard disk is ideal for high-volume workgroups to share a printer efficiently with multiple users, offering ample job storage space.

Direct Print & Share Cloud Portal Software¹

Canon's Direct Print & Share software is a cloud portal solution that helps users to expand their printing workflow¹. Users are given the ability to upload documents to their own account using any WebDAV compliant cloud service, and have those documents printed from almost anywhere. This software allows users to easily share a variety of file types and print PDF, TIFF, JPEG, and HP-GL/2 files through the user-friendly interface, and even have the ability to do batch printing! In addition to these features, users can set-up hot folders on their desktop for easy shortcut printing, by being able to simply drag and drop the files they wish to print into these folders and see the job spool automatically. Users can set up multiple folders each with their own customized settings, allowing for multiple jobs to be run with ease.

Canon Unified Printer Driver⁸

The TX Universal Printer Driver allows users to print to any imagePROGRAF TX Series device, without any need to install additional drivers for each model. This makes it a hassle-free installation process for multiple devices within the same environment.

The Windows[®] and Macintosh[®] drivers incorporate simplified page setup options, one-touch borderless printing, expanded color settings, and much more into a printer driver that is intuitive and easy-to-operate while still giving even the most advanced users the tools needed to stay productive.

The Real Preview feature lets users ensure that the print setting and the layout on the roll paper is correct by providing real time preview, allowing users to change the print setting even after clicking on "print." The Free Layout feature enables nesting and custom layouts of images or files of nearly any type (available for both Windows[®] and Mac[®] driver).

At A Glance

1. One driver for all TX models for ease of installation
2. "Auto" function will populate the driver with settings from the printer
2. Easy-to-use preset document profiles (examples are Poster, CAD, Photo)
3. Automatic print quality options dependent on print application and media
4. Real Preview lets users modify document and printer settings after clicking "Print"
5. Page nesting feature with Free Layout for Windows[®] and Mac[®]
6. Borderless printing

Accounting Manager

The Accounting Manager serves as a powerful feature, used for accurate management of printing costs and other information that is increasingly important in today's economic environment.

With the Accounting Manager feature you can track how much ink and paper is being consumed when printing in large format. Costs can be assigned to ink and paper to determine expenses based on your own "Cost of goods". Each individual ink tank can have its own cost associated to it, as well as a variety of different paper types. The user can also input a variable cost that will be added to the total of the print cost. The data is exportable to a .csv format for Microsoft Excel® so the data can be used for billing purposes. This feature will allow you to determine the cost of each print based on your actual cost.

Features

- Log Recording Time
- Job Name
- Job Owner
- Client Job ID
- Client Job Submission Time
- Job Completion Time
- Job Completion State
- Ink consumption per job
- Media Type
- Number of completed pages
- Media consumption area per job

PosterArtist Lite

Canon's included PosterArtist Lite poster creation software helps users quickly and easily create professional large format posters. Users simply follow the program's four (4) easy steps to create posters that can be used in applications such as office presentations, trade shows, retail signage, and much, much more. The program includes pre-designed templates suited for a wide variety of markets, as well as royalty free images and clip art. The PosterArtist QuickCopy feature provides an easy solution for a CanoScan desktop scanner to be used as a copier, making letter-size flyers and documents into full-size posters with a touch of a button.

PosterArtist

For those with more demanding poster creation needs, Canon's optional PosterArtist offers advanced features such as Auto Design, Variable Data, and in-application image editing features, as well as additional templates, royalty-free photos, and clip art. The built-in weblink feature in PosterArtist Lite links users directly to the PosterArtist website for useful hints and tips, and for even more free content for download.

Features

- Direct Print & Share cloud portal support
- A file format to allow for easy sharing of poster files

Visit www.usa.canon.com/posterartist for a free demo version to download.

Print Plug-in for Microsoft® Office

This utility makes it easy to print Large-format documents created in Microsoft® Word, Excel®, or PowerPoint®. The Plug-in appears in a tool bar inside the Microsoft application and has an easy-to-follow "Wizard". The Plug-in will bypass the printer driver to simplify the printing process. A few simple steps convert your 8.5" x 11" office document to poster size.

Apple AirPrint²

The TX Series will support Apple AirPrint, Apple's future standard output process. This app allows users to output from various applications on mobile devices, without specialized drivers and output applications. There are no restrictions on file types, so users' output environments can be flexibly supported. It's easier than ever to print full quality photos and documents straight from any Apple product including your Mac®, iPhone®, iPad®, or iPod®. It also features easy discovery, automatic media selection, and enterprise-class finishing options.

Canon Print Service

This software allows users to print simply from the menus of applications that support Android's printing subsystem. Print PDF files wirelessly via mobile app for Android tablet and smart phones⁷. In just a few simple steps you can log into the Canon Print Service app, create the JPEG file, send the JPEG file to a TX Large-format printer and hit the "JPEG direct print" function to print your document. Simple and easy to do on-the-go!

Disclaimers

- 1) Your server must be compatible with a webDAV enabled cloud account, including but not limited to, Google, Carbonite or Rackspace, to take advantage of the cloud functionality. Storage capacity and any pricing thereof is based on the third-party cloud provider's current offering, at its sole discretion. Your cloud account is subject to the third-party cloud provider's terms and conditions. Neither Canon Inc. nor Canon U.S.A., Inc. represents or warrants any third party product, service or feature referenced hereunder.
- 2) To be supported in 2018 by updating firmware.
- 3) Not available until 2018.
- 4) Plain Paper, Fast (Q5) mode.
- 5) The 700ml ink tank is only available for service authorized partners.
- 6) SingleSensor Technology Assembly means that multiple sensors are contained in one assembly device.
- 7) Wireless printing requires a working network with wireless 802.11b/g or 802.11n capability. Wireless performance may vary based on terrain and distance between the printer and wireless network clients.
- 8) For imagePROGRAF Printer Driver. For printing from PostScript applications such as Adobe Illustrator or QuarkXpress, please use a PostScript compatible RIP package. 9) The maximum printable length varies depending on the application, OS, and RIP used.

* As of January 1, 2018 actual prices are set by dealers and may vary.

Feature Summary of the imagePROGRAF TX-3000 MFP T36

Printer Type	Pigment Based Thermal Inkjet Print Head: PF-06 Technology: FINE (Full-photolithography Inkjet Nozzle Engineering)
Width	36-inch
Number of Nozzles	Nozzles: 15,360
Nozzle Pitch	1,200 dpi
Nozzle Recovery System	Non-firing nozzle detection and compensation
Resolution	2,400 x 1,200 dpi (Max)
OS Compatibility	Windows® 7, 8.1, 10 (32/64bit) Windows® Server 2008 R2, 2012, 2012 R2, 2016 (64bit) Macintosh® OS X v10.10.5-v10.12x
Standard Interface	USB 2.0 High-Speed 10/100/1000 Base-T/TX Wireless LAN (IEEE 802.11 b/g/n) ⁷ Direct USB Thumb Drive Printing
Ink Droplet Size	5 picoliter
Ink Capacity	160 ml, 330 ml or 700 ml per color ⁵
Ink Types	Pigment: Matte Black, Black, Cyan, Magenta, Yellow
Buffer/Ram	128 GB (Virtual) 2 GB (Physical), 500 GB Hard Drive
Media Width	Cut Sheet: 8"-36", Roll: 8"-36"
Media Thickness	Front Loading Manual Feed: 0.07-0.8mm Roll: 0.07-0.8mm
Maximum Roll Print Length	59 Feet (18 meters) ⁹
Maximum Media Roll Diameter	6.7" (170mm)
Borderless Printing Width (Roll Media Only)	8", 10", 12", 14", 16", 17", 20", 24", 30", 36" B4 (10.12"/257 mm), A3 (11.69"/297 mm), A3+ (12.95"/329 mm), A2 (16.54"/420 mm), B2 (20.28"/515 mm), A1 (23.39"/594 mm), B1 (28.66"/ 728 mm), A0 (33.11"/841 mm)
Paper-Feed Method	Roll Feed: One Roll, Front-loading, Front Output Front Loading Manual Feed: One Roll, Front Output
Languages	SGRaster, HPGL/2, HP-RTL, PDF, JPEG

Noise Level (Approx.)	Operation: 51 dB (A) or less Standby: 35 dB (A) or less Acoustic Power: 6.9 Bels or less
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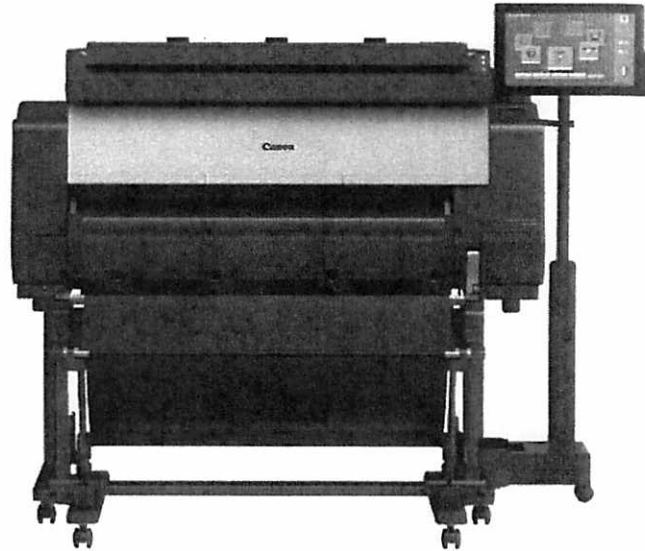
Power Source	AC-100-240V (50-60Hz)
Power Consumption	Maximum: 105W or less Standby 3.6W or less Power Off: 0.3W or less (Compliant with Executive Order)
Operating Environment	Temperature: 50°-95° F (10°-35° C) Relative Humidity: 35-80% (No Condensation)
User-replaceable items	Item: Print Head (PF-06), Maintenance Cartridge (MC-30), Ink Tanks PFI-110 (130ml), PFI-310 (330 ml), PFI-710 (700ml) ⁵
Software Available	Accounting Manager, Apple AirPrint ² , Canon Print Service, Device Management Console, Direct Print & Share, Free Layout Tool, imagePROGRAF Printer Driver ⁸ for Windows®/Mac®, Media Configuration Tool, PosterArtist Lite for Windows, Printer Driver Extra Kit for Windows/Mac (Free Print Utility Layout, Advanced Preview), AutoCAD Optimized Printer Driver, Print Plug-in for Microsoft® Word/Excel®/PowerPoint® for Windows, Quick Utility Toolbox, SmartWorks MFP Scan-to-Copy/File/Email with Real-time Image Viewer.
Scanner Type	Contact Image Sensor (CIS) Technology (SingleSensor Assembly) ⁶
Scan Accuracy	+/- 0.1%
Scan Speed	13 inches per second monochrome 6 inches per second color
Scan Resolutions	1200dpi Optical (Adjustable from 100dpi to 2400dpi) 9600dpi Maximum interpolated
Scanner Max. Document Size	Scan Width: 36 inches Document Width: 38 inches
Scan Length	PDF/JPEG: 315 inches TIFF: 598 inches
Scanning Thickness	0.079in (2mm)
Scanner Standard Interface	USB 3.0 (PC connector compatible with USB 2.0 and USB 3.0 sockets)

Pricing for the imagePROGRAF TX-3000 MFP T36

Item No.	Description
2443C006AC	imagePROGRAF TX-3000 MFP T36
	<ul style="list-style-type: none"> Includes T36 Scanner, MFP Stand, All-in-One PC with 15.6" Touch Screen Monitor, SmartWorks MFP Software, Main Unit with Stand & Stacker, 3" Core Adapter, 1 Print Head, 1 Maintenance Cartridge (Installed), 5 Starter Ink Tanks (330 ml: MBK, 160 ml: BK, C, M, Y), Sample Heavyweight Coated HP Paper (A2 size/5 sheets), Ethernet Card (built-in), USB 2.0 High Speed Interface, USB Connection Sheet, iWR Service Terms Leaflet, User Manual, Quick Guide, Power Cord, Registration Card, PosterArtist Lite Software, Printer Driver, Media Configuration Tool, Accounting Manager, Print Plug-in for Microsoft Office, Device Management Console, Optimized Driver for AutoCAD

Price Quote Summary for Selected Items:

STATE OF AL CONTRACT RENTAL PRICE: Term: 36 months	Main Unit- Multifunction Roll System- 2 years, 9 Months eCare PAK- (onsite service, excludes consumables)	Monthly payment:	\$258.92 \$24.11 \$84.12 \$367.15 – Total Price
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Supplies (Ink and Print Head)

Item No.	Description	State of AL Pricing
2363C001AA	Canon Ink Tank PFI-110MBK - Pigment Matte Black Ink Tank 160ml	\$73.63
2364C001AA	Canon Ink Tank PFI-110BK - Pigment Black Ink Tank 160ml	\$73.63
2365C001AA	Canon Ink Tank PFI-110C - Pigment Cyan Ink Tank 160ml	\$73.63
2366C001AA	Canon Ink Tank PFI-110M - Pigment Magenta Ink Tank 160ml	\$73.63
2367C001AA	Canon Ink Tank PFI-110Y - Pigment Yellow Ink Tank 160ml	\$73.63
2358C001AA	Canon Ink Tank PFI-310MBK - Pigment Matte Black Ink Tank 330ml	\$139.99
2359C001AA	Canon Ink Tank PFI-310BK - Pigment Black Ink Tank 330ml	\$139.99

2360C001AA	Canon Ink Tank PFI-310C - Pigment Cyan Ink Tank 330ml	\$139.99
2361C001AA	Canon Ink Tank PFI-310M - Pigment Magenta Ink Tank 330ml	\$139.99
2362C001AA	Canon Ink Tank PFI-310Y - Pigment Yellow Ink Tank 330ml	\$139.99
2353C001AA	Canon Ink Tank PFI-710MBK - Pigment Matte Black Ink Tank 700ml ⁵	\$240.89
2354C001AA	Canon Ink Tank PFI-710BK - Pigment Black Ink Tank 700ml ⁵	\$267.25
2355C001AA	Canon Ink Tank PFI-710C - Pigment Cyan Ink Tank 700ml ⁵	\$267.25
2356C001AA	Canon Ink Tank PFI-710M - Pigment Magenta Ink Tank 700ml ⁵	\$267.25
2357C001AA	Canon Ink Tank PFI-710Y - Pigment Yellow Ink Tank 700ml ⁵	\$267.25
2352C003AA	Print Head PF-06	\$409.05

Accessories

Item No.	Description	State of AL Pricing
1153C004AA	Roll Holder Set RH2-34	\$145.44
1156C002AA	Maintenance Cartridge MC-30	\$81.81
1155C001AA	Cutter Blade CT-07	\$78.17

Software Options

Item No.	Description	State of AL Pricing
7025A039BB	PosterArtist (Full Version)	\$359.06

Summary

In summary, thank you again for the opportunity to discuss your Large-Format color printing needs and propose the Canon solution. The proposed Canon imagePROGRAF TX-3000 MFP T36 device will meet and/or exceed each of your requirements.

The imagePROGRAF TX-3000 MFP T36 backed by Canon, a firm dedicated to providing excellent customer value. In addition, Canon's ability to consistently create technological breakthroughs (ranked #3 in United States registered patents) helps you enjoy an excellent upgrade path. This further enhances your return on investment.

Canon is committed to achieving your goals immediately and for the long term.

I will follow-up with you later this week to answer any questions you may have on the proposal. Thank you for your time and consideration and we look forward to providing you with excellent products and support.



RESOLUTION NO. _____

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

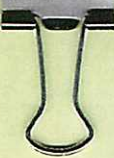
[1] That the City of Fairhope has voted to procure the EnerGov Software for the Building Department specifically designed for Online Submittals, Issuance and Payment of Building Permits and Development Plans from Tyler Technologies with a not-to-exceed amount of \$230,000.00. This will be reimbursed through the CARES Act funding under remote work.

Adopted on this 27th day of July, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk



City of Fairhope
Project Funding Request

Issuing Date: 7/17/2020

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of EnerGov software specifically designed for online submittals, issuance and payment of building permits and developments plans

Project Location: IT Department

Presented to City Council: 7/27/2020

Resolution # :
Approved _____

Funding Request Sponsor: Erik Cortinas, Building Department Director
Hunter Simmons, Planning and Zoning Manager
Jeff Montgomery, Director of Information Technology

Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 230,000.00 Not to exceed

\$ _____

Vendor: Tyler Technologies

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 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 Marina-34

Project will be:

Funding Source:

Expensed _____
Capitalized XXX
Inventoried _____

Operating Expenses _____
Budgeted Capital _____
Unfunded XXX

Expense Code: 00130-50470
~~XXX-50526~~
G/L Acct Name: Equipment Rental
Equipment

Grant: \$230,000.00 Federal - not to exceed amount
State _____
City _____
Local \$0.00

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

Over (Under) budget amount: \$ 230,000.00 (CARES Act Reimbursement)

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

Comments:

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 7/8/2020

Purchasing Memo Date: 7/8/2020

Delivered To Date: 7/17/2020

Request/Approved Date: 7/17/2020

Request Approved Date: 7/17/2020

Approved Date: 7/17/20

Signatures: Kim Creech
Kim Creech

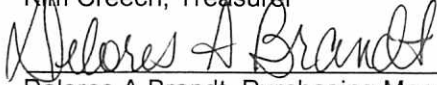
Jill Cabaniss
Jill Cabaniss, MBA

Mark Wilson
Mayor Mark Wilson



MEMO

Karin Wilson
Mayor

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

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

Date: July 8, 2020

Lisa A. Hanks, MMC
City Clerk

Re: **Greensheet/City Council approval for procurement of a service for online submittals, issuance, and payment of building permits and development plants.** This unbudgeted request is over the \$10,000.00 limit for Council Approval and will be reimbursed through the CARES Act.

Kimberly Creech
City Treasurer

The City's Building Department is requesting the procurement of EnerGov software specifically designed for online submittals, issuance, and payment of building permits and development plans. This software is available at a not-to-exceed cost of **TWO HUNDRED AND THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$230,000.00)**, from **Tyler Technologies** (see attached Quote). The not-to-exceed price may increase as the project moves forward with training, creation of forms, and other items necessary for implementation. This is an unbudgeted item and the cost will be reimbursed through the CARES Act.

Please compose a greensheet and obtain City Council approval for the procurement of EnerGov software at a cost not-to- exceed \$230,000.00, from Tyler Technologies.

Cc: file, H. Simmons, B. King, E. Cortinas, J. Montgomery

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

251-928-2136 (p)

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Hunter Simmons, Erik Cortinas, and Buford King

Date: 7/8/2020

Department: Joint Purchase for Planning & Development Services and Building and Permitting

ITEM OR SERVICE INFORMATION

- 1. What item or service do you need to purchase?** Energov Software
- 2. What is the total cost of the item or service?** NTE \$230,000
- 3. Where will the item or service be physically located?** Fairhope Equipment
- 4. What is the primary function of the item or service?** Digital processing and review of Planning and Building Permits and Cases, to include ability to accept permit application, submittals, payment, plans and issuance electronically.
- 5. How many do you need?** Software Suite for ~18 Users
- 6. Item or Service Is:** New Used Replacement Annual Request
- 7. When do you anticipate implementation?** 11/25/2020
- 8. Additional Information or Comments:** Reimbursement is available from Cares Act.
- 9. Vendor Name:** Tyler Technologies
- 10. Vendor Number:** 28589

BUDGET INFORMATION

- 1. Is it budgeted?** Yes No Emergency Request
- 2. If budgeted, what is the budgeted amount?** N/A
- 3. What is the Capital Project Name or Operating Budget Code:** N/A
- 4. Check any applicable boxes:** State Contract ALDOT Purchasing Group
 ~~Sole Source~~ (Attach Sole Source Justification)

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

Dee Dee Brandt

From: Kimberly Creech
Sent: Monday, June 29, 2020 12:41 PM
To: Erik Cortinas; Buford King; Hunter Simmons; Jeff Montgomery
Cc: Mayor Karin Wilson; Jill Cabaniss; Dee Dee Brandt
Subject: FW: CARES Act fund

See below. We have been approved to purchase Energov software for building permits and get reimbursed from the CARES Act. Please get information to Dee Dee, so we can get a Greensheet approved July 13th.

Thanks,
Kim

From: localgov <localgov@finance.alabama.gov>
Sent: Monday, June 29, 2020 11:43 AM
To: Kimberly Creech <kim.creech@fairhopeal.gov>; localgov <localgov@finance.alabama.gov>
Subject: RE: CARES Act fund

Mrs. Kim,
This would be considered a reimbursable expense under remote work. If you have any further questions, please let us know.

Brett Gantt

Shared Services Manager
State Comptroller's Office
100 N Union St. Suite 270
Montgomery, AL 36130
(334) 353-2749

From: Kimberly Creech <kim.creech@fairhopeal.gov>
Sent: Thursday, June 25, 2020 4:39 PM
To: localgov <localgov@finance.alabama.gov>
Subject: FW: CARES Act fund

The software is specifically designed for online submittals, issuance, and payment of building permits and development plans. The software is called Energov (see link below) and is owned and operated by Tyler Technologies so it is specifically designed to integrate with MUNIS. We currently use MUNIS for building permits and the Energov is compatible. We also use MUNIS for all accounting/billing citywide. We should have the software implemented in the next 60-90 days.

During the COVID lockdown we did not have the ability to receive, process, and issue building permits online and it caused applicants (citizens) to have to drop off hard copy applications in a drop box in front of the office, our staff to have to go get them and bring them in, process them and issue the permit, and call the applicant to come back to pick them up and leave a check in the box. An online permitting system for submittal, processing, payment, and online issuance of permits would help in the reduction of spreading the virus. This software expenditure is definitely a response to coronavirus and a preventative measure to slow down the spread of the virus. Throughout the course of the COVID lockdown we have received countless

complaints about our manual process and even though things are now loosening up many builders are waiting for permits. Yesterday we had an employee test positive to COVID-19, so we have again closed out City Hall.

<https://www.tylertech.com/products/energov>

If you need additional information, please let me know.

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

From: localgov <localgov@finance.alabama.gov>

Sent: Friday, June 19, 2020 4:34 PM

To: Kimberly Creech <kim.creech@fairhopeal.gov>; localgov <localgov@finance.alabama.gov>

Subject: RE: CARES Act fund

Hey Mrs. Kim,

Could you please give us some more information on the software purchase? Could you please articulate why the software is necessary to respond to or to mitigate the virus? Also, how quickly do you believe you could acquire and deploy the software? Thank you for your help, and please let us know if you have any further questions.

Brett Gantt

Shared Services Manager

State Comptroller's Office

100 N Union St. Suite 270

Montgomery, AL 36130

(334) 353-2749

From: Kimberly Creech <kim.creech@fairhopeal.gov>

Sent: Friday, June 19, 2020 2:28 PM

To: localgov <localgov@finance.alabama.gov>

Subject: CARES Act fund

During the time our office was closed to the public, our building inspection department was unable to issue permits. City of Fairhope is in the process of purchasing online software for building permits. This is not budgeted, but I was trying to see if this online software would be allowable for reimbursement. We still have limited staff due to the COVID-19 and the online software will allow citizens and contractors to get their permits online vs coming to our office.

If you need additional information, please let me know.

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

Stay Safe | Remain Resilient | Focus Forward

True North Emergency Management, LLC Confidentiality Note:

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Quoted By: Brad Reed
 Date: 7/7/2020
 Quote Expiration: 1/3/2021
 Quote Name: City of Fairhope - ERP - EnerGov
 Quote Number: 2020-112810
 Quote Description: EnerGov

Sales Quotation For

City of Fairhope
 161 N Section St
 Fairhope, AL 36532-2426
 Phone +1 (251) 928-2136

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
EnerGovAdv Server Extensions Bundle	\$8,000.00	80	\$13,040.00	\$0.00	\$21,040.00	\$1,600.00
EnerGov Citizen Self Service - Community Development	\$8,000.00	24	\$3,912.00	\$0.00	\$11,912.00	\$1,600.00
EnerGov Community Development Suite (18)	\$27,000.00	152	\$24,776.00	\$10,575.00	\$62,351.00	\$5,400.00
EnerGov Credit Card Payment API	\$4,800.00	16	\$2,608.00	\$0.00	\$7,408.00	\$960.00
EnerGov e-Reviews	\$15,000.00	48	\$7,824.00	\$0.00	\$22,824.00	\$3,000.00
EnerGov iG Workforce Apps (10)	\$5,000.00	16	\$2,608.00	\$0.00	\$7,608.00	\$1,000.00
Tyler GIS (18)	\$9,000.00	8	\$1,304.00	\$0.00	\$10,304.00	\$1,800.00
Sub-Total:	\$76,800.00		\$56,072.00	\$10,575.00	\$143,447.00	\$15,360.00
<i>Less Discount:</i>	<i>\$11,520.00</i>		<i>\$0.00</i>	<i>\$0.00</i>	<i>\$11,520.00</i>	<i>\$0.00</i>
TOTAL:	\$65,280.00	344	\$56,072.00	\$10,575.00	\$131,927.00	\$15,360.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
EnerGov Community Development Forms Library (5 Forms)	1	\$3,825.00	\$0.00	\$3,825.00
Project Management	40	\$163.00	\$0.00	\$6,520.00
TOTAL:				\$10,345.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$65,280.00	\$15,360.00
Total Tyler Services	\$76,992.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$142,272.00	\$15,360.00
Contract Total	\$157,632.00	

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
EnerGov Community Development - Conversion	\$10,575.00	\$0.00	\$10,575.00
TOTAL:			\$10,575.00

Optional Tyler Software & Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
EnerGov Assist Complete	\$0.00	0	\$0.00	\$0.00	\$0.00	\$30,000.00
EnerGov IVR API	\$4,800.00	16	\$2,608.00	\$0.00	\$7,408.00	\$960.00
EnerGov Report Toolkit	\$2,000.00	0	\$0.00	\$0.00	\$2,000.00	\$400.00
TOTAL:	\$6,800.00	16	\$2,608.00	\$0.00	\$9,408.00	\$31,360.00

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Additional:						
EnerGovAdv Server Extensions Bundle	\$8,000.00	\$1,200.00	\$6,800.00	\$1,600.00	\$0.00	\$1,600.00
EnerGov Citizen Self Service - Community Development	\$8,000.00	\$1,200.00	\$6,800.00	\$1,600.00	\$0.00	\$1,600.00
EnerGov Community Development Suite (18)	\$27,000.00	\$4,050.00	\$22,950.00	\$5,400.00	\$0.00	\$5,400.00
EnerGov Credit Card Payment API	\$4,800.00	\$720.00	\$4,080.00	\$960.00	\$0.00	\$960.00
EnerGov e-Reviews	\$15,000.00	\$2,250.00	\$12,750.00	\$3,000.00	\$0.00	\$3,000.00
EnerGov iG Workforce Apps (10)	\$5,000.00	\$750.00	\$4,250.00	\$1,000.00	\$0.00	\$1,000.00
Tyler GIS (18)	\$9,000.00	\$1,350.00	\$7,650.00	\$1,800.00	\$0.00	\$1,800.00
TOTAL:	\$76,800.00	\$11,520.00	\$65,280.00	\$15,360.00	\$0.00	\$15,360.00

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Comments

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

EnerGov e-Reviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of \$3,000/100 users. Further pricing detail is available by contacting Bluebeam at <https://www.bluebeam.com/solutions/studio-prime>

Community Development Forms Library Includes: 1 Permits - Building, 1 Permits - Trade, 1 Planning - Certificate, 1 Permits - Occupancy/Completion, 1 Code - Violation Notice.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

EnerGov Community Development: Tyler leads and owns the configuration of 2 unique business transactions, 2 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

RESOLUTION NO. ____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the Fairhope City Council hereby accepts the 10,000 masks donated by the Gainesville, Georgia branch of the Taiwanese Chambers of Commerce of North America for distribution to citizens in need.


Adopted on this 27th day of July, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Lisa A. Hanks, MMC

From: Lynn Donnelly Maser
Sent: Tuesday, July 21, 2020 11:18 AM
To: Lisa A. Hanks, MMC 
Cc: Mayor Karin Wilson
Subject: Donation of Masks

The Taiwanese Chambers of Commerce of North America wants to donate 10,000 masks to Fairhope for distribution to citizens in need. As Jessica and I gather the entities to distribute to, Marcus has informed us that any charitable donations have to be approved by Council. I texted Jack and he is ok with a walk-on resolution Monday to cover this generous donation.

Information:

1. Gainesville, GA branch of the Taiwanese Chambers of Commerce of North America wants to donate 10,000 masks to the COF for distribution to citizens in need.
2. Charitable donations by the City require the approval of Council.
3. Suggested organizations are being contacted to see if they will accept the donated masks; the final list will be drawn up after Jessica has reached out today.
 - a. FYI: We are looking at the Fairhope schools (for children who forget their masks), Shepherd's Place, Ecumenical Ministries, Rotary Youth and their family members, PD, Nix Center (for seniors), etc.

Please let me know what other information you need to for a resolution.

*Lynn Donnelly Maser
Special Projects Manager
City of Fairhope
251-929-7432*

RESOLUTION NO. ____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the Pay Grade for Equipment Operator II be revised and approved in the Compensation and Job Classification Plan, as recommended by the Public Works Director Richard Johnson; and approve the updated Equipment Operator II Job Description and Grade of Pay for same; and amend the budget for position as follows:

	Current	Proposed
Equipment Operator II	Grade 16	Grade 17

ADOPTED THIS 27TH DAY OF JULY, 2020

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Lisa,
See below.
Thanks,
Kim

From: Richard Johnson <richard.johnson@fairhopeal.gov>
Sent: Wednesday, July 22, 2020 10:46 AM
To: Mayor Karin Wilson <karin.wilson@fairhopeal.gov>
Cc: Sherice Rada <sherice.rada@fairhopeal.gov>; Leslie Green <leslie.green@fairhopeal.gov>; Kimberly Creech <kim.creech@fairhopeal.gov>; Paul Merchant <Paul.Merchant@fairhopeal.gov>; Arthur Bosarge <Arthur.Bosarge@fairhopeal.gov>; Jill Cabaniss <Jill.Cabaniss@fairhopeal.gov>
Subject: RE: Promotion David Weaver

Mayor;

Kim and I have had a long conversation – we think we have an elegant permanent solution. We recommend that we ask Council to upgrade Equipment Operator II to grade 17. All existing EOII are in the Grade 17 pay range, thus there will be no impact to budget. Solves the problem once and for all. KC is working with Lisa to possibly get it on Monday night.

Thanks,

RDJ

Richard D. Johnson, PE
Public Works Director



CITY OF FAIRHOPE

Uniform Job Description

Position Title: Equipment Operator II Pay Range: \$28,257.06 - \$36,734.18 - \$45,211.29

Department: Public Works – Streets/Horticulture Pay Grade: 17H

Reports To: Department Supervisor Effective Date: _____

Supervises: None Supersedes: Updated Position

Approvals:	_____	_____
	Supervisor	Human Resources Director
	_____	_____
	Date	Date
FLSA Exempt:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Safety Sensitive: <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No* DOT Regulated: <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No*

I BASIC PURPOSE OF THE POSITION

The purpose of this position is to perform a variety of tasks much involving the operation use of equipment associated with the work performed by the Public Works Streets and Horticulture Departments.

II DISTINGUISHING CHARACTERISTICS OF THIS POSITION

The Equipment Operator II is responsible for operating equipment safely and efficiently in the routine work tasks performed by the Public Works Streets and Horticulture Departments. Work at times is performed independently under the direction of a designated Public Works Supervisor and at time within a team/crew setting. This is a responsible position that requires general basic knowledge, talent and experience in the operation of small and midsize commercial machines and equipment.

III ESSENTIAL FUNCTIONS AND RESPONSIBILITIES

- Operates small and midsize commercial machines and equipment daily
- Cleans, maintains, and services all equipment
- Trains on various other larger commercial machines and equipment (sweeper,

*CDL Dependent

Equipment Operator II – Public Works General:

- backhoe, loader)
- Coordinates (preventative) maintenance schedule with Supervisor/Mechanic Dept.
- Checks fuel, oil, grease, fluids, filters, and tires on all machinery operated
- Assists within the department as necessary
- Operates equipment in a safe, efficient, courteous manner
- Conducts basic service/maintenance repairs on assigned equipment
- May participate on the training of new employees on equipment
- Follows routes/areas of assignments designated by Supervisor
- Interacting with the public on Streets/Horticulture concerns, in a friendly, conscientious manner
- Ensuring safety of operations, including the proper use of safety equipment such as vests, gloves, and safety goggles
- Loading, unloading equipment, debris and material
- Driving vehicles to and from job sites
- Proper maintenance of small and large tools
- Operating various kinds of landscaping equipment, such as weed eaters, edgers, blowers, hedge trimmers, pole saws and chainsaws, etc.
- Assuring work areas are clean
- Answer and return phone/radio calls

IV OTHER DUTIES AND RESPONSIBILITIES

- Perform related duties and responsibilities as required
- Remain subject to recall to work during hurricane or other emergency incidents
- Assisting with Special events, as needed
- Assist other duties of the public works department including horticulture, sanitation, streets and construction
- Other duties, as assigned

V REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- CDL, including appropriate endorsement (preferred not required)
- Good work ethic
- Ability to communicate on a radio, cellphone, landline, etc...
- Knowledge of city streets
- Basic knowledge of construction/landscaping processes
- Basic knowledge of forming and pouring concrete
- Basic knowledge of occupational safety rules, practices, and traffic laws
- Ability to effectively follow safety rules and regulations
- Ability to operate equipment safely and efficiently
- Ability to perform physical tasks and handle moderate to heavy lifting

Equipment Operator II – Public Works General:

- Ability to satisfactorily work with customers and co-workers
- Ability to maintain regular and punctual attendance
- Ability to communicate effectively both verbally and in writing
- Ability to work safely around traffic
- Ability to solve problems
- Ability to perform strenuous work in a variety of outdoor conditions
- Ability to operate and maintain small and midsize commercial machines and equipment
- Ability to be a self-starter
- Ability to work overtime when requested including nights and weekends
- Ability to work in extreme weather conditions

VI ACCEPTABLE EDUCATION, EXPERIENCE AND TRAINING

High school diploma or GED; supplemented by one (1) year previous experience and/or training in the area of assignment – Equipment Operation, Public Works Streets and Horticulture Department, or other related experience; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job. Must possess and maintain a valid Alabama Driver's License. Preferred (Not Mandatory): possession and maintenance of a valid Alabama Commercial Driver's License (CDL) including appropriate endorsement(s).

VII EXTENT OF PUBLIC CONTACT

- Occasional contact with the public concerning Streets and Horticultural Services
- General questions about Public Works Operations

VIII PHYSICAL DEMANDS

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions.

While performing the duties of this job, the employee is regularly required to use hands to handle, feel or operate objects, tools, or controls; reach and stretch with hands and arms. The employee frequently is required to sit, stand, walk, talk and hear. The employee is often required to balance, stoop, kneel, or crouch.

Tasks require the regular and, at times, sustained performance of moderately to highly physically demanding work, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, and/or crawling. The employee must frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds.

Equipment Operator II – Public Works General:

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Employees in this position must have:

- Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, to permit the employee to communicate effectively and to understand department rules and regulations;
- Sufficient vision or other powers of observation, with or without reasonable accommodation, to permit the employee to read and scan a wide variety of materials in electronic or hardcopy form;
- Sufficient manual dexterity, with or without reasonable accommodation, to permit the employee to operate a personal computer, typewriter, telephone, copier, and other similar or related office equipment;
- Sufficient strength, personal mobility and physical reflexes, with or without reasonable accommodation, to permit the employee to sit, walk, stand and talk in order to perform required tasks.

IX WORKING CONDITIONS AND ENVIRONMENT
--

The work environment characteristics described herein are representative of those an employee may encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions. Working conditions may include, but not be limited to:

- Performance of essential functions may require exposure to adverse environmental conditions, such as dirt, dust, pollen, odors, wetness, humidity, rain, fumes, temperature and noise extremes, machinery, vibrations, electric currents, traffic hazards, toxic agents, disease, or pathogenic substances
- Work from the cab of vehicle and/or truck
- Must be able to work early morning and/or late-night shifts (flexible shifts)
- Must be able to work in cold, hot and rainy weather
- Must be accustomed to working in the field – including on route, assigned public spaces, public facilities and right-of-way

This job description does not constitute either a written or implied contract of employment. The City of Fairhope reserves the right to revise, alter and/or change this job description, as the City deems necessary.



CITY OF FAIRHOPE

Uniform Job Description

Position Title: Equipment Operator II Pay Range: _____
Department: Sanitation Pay Grade: 16
Reports To: Asst. Dir. Of Public Works Effective Date: _____
none
Supervises: _____ Supersedes: _____

Approvals:	_____	_____	
	Supervisor	Human Resources Manager	
	_____	_____	
	Date	Date	
FLSA Exempt:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Safety Sensitive: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	DOT Regulated: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

BASIC PURPOSE OF THE POSITION

The purpose of this position is to perform a variety of tasks such as garbage collection throughout the day.

DISTINGUISHING CHARACTERISTICS OF THIS POSITION

The Equipment Operator II is responsible for operating equipment safely and efficiently in the routine collection of garbage. Work is performed independently under the direction of a designated Public Works Supervisor.

ESSENTIAL FUNCTIONS AND RESPONSIBILITIES

- Operates a small packer/dump truck as well as other equipment daily;
- Cleans, maintains and services all equipment;
- Trains on various other large trucks (sweeper, backhoe, loader);
- Coordinates (preventative) maintenance schedule with Mechanic Dept.;
- Checks fuel, oil, grease, water filters, and tires on all machinery;
- Assists in recycling department as necessary;

Dumps garbage at the transfer station;
Operates a sweeper unit at correct speeds and sweep patterns;
Mows each park once a week;
Operates equipment in a safe, efficient, courteous manner;
Sweeps city streets using a large sweeper unit;
Maintains parks by mowing with large deck mower;
Repairs and maintaining equipment on sweeper and mowers;
Trains of new employees on mowers;
Checks fluids and water levels in equipment;
Ensures that parks are mowed at the correct height;
Ensures that the downtown area is swept twice a week and each city street is swept once a week during appropriate seasons;

OTHER DUTIES AND RESPONSIBILITIES

Works special events as needed (parades, Tree Lighting, etc.);
All other work as assigned;

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of the construction process
- Knowledge of forming and pouring concrete
- Knowledge of occupational safety rules, practices and traffic laws
- Ability to effectively follow safety rules and regulations
- Ability to safely and efficiently operate equipment
- Ability to perform physical tasks and handle moderate to heavy lifting
- Ability to satisfactorily work with customers and co-workers
- Ability to maintain regular and punctual attendance
- Ability to communicate effectively both verbally and in writing
- Ability to work safely around traffic
- Ability to solve problems
- Ability to perform strenuous work in a variety of outdoor conditions.
- Ability to operate and maintain heavy equipment
- Ability to be a self-starter
- Ability to work overtime when requested including nights and weekends
- Ability to work in extreme weather conditions

ACCEPTABLE EDUCATION, EXPERIENCE AND TRAINING

Graduation from a standard senior high school, or the successful completion of the General Educational Development (GED) test;

SPECIAL REQUIREMENT:

Must have and maintain a valid Alabama Driver's License; CDL class B preferred; 1 yr driving experience

EXTENT OF PUBLIC CONTACT

Some contact with public

PHYSICAL DEMANDS

- Dexterity of hands
- Full movement of hands, arms and legs
- Good hand / eye coordination
- Ability to climb on and off equipment
- Ability to see, read and comprehend letters, numbers, words, characters or symbols which are both large and small, as well as identify colors
- Ability to lift, carry, push and pull items which weigh up to 40 pounds over uneven terrain, up/down stairs or ladders

WORKING CONDITIONS AND ENVIRONMENT

- Extreme heat and cold
- Stormy conditions
- Working around high traffic areas

This job description does not constitute either a written or implied contract of employment. The City of Fairhope reserves the right to revise, alter and/or change this job description, as the City deems necessary.



CITY OF FAIRHOPE

Uniform Job Description

Position Title: Equipment Operator II Position Number: \$11.92 - \$19.08
Department: Public Works - Streets Pay Grade: 16
Reports To: Asst. Dir. of Public Works Effective Date: 11-01-2015
Supervises: N/A Supercedes: _____

Approvals: _____	
Supervisor	Human Resources Director
_____	_____
Date	Date
FLSA Exempt: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Safety Sensitive: <input type="checkbox"/> Yes <input type="checkbox"/> No DOT Regulated: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

I BASIC PURPOSE OF THE POSITION

- To keep the streets and sidewalks swept and clean throughout the year.
- To keep parks cut and vacuumed

II DISTINGUISHING CHARACTERISTICS OF THIS POSITION

- Must have knowledge of sweeper operations
- Must have knowledge of mower operations
- Must have knowledge of maintenance on equipment
- Must be able to replace parts on mowers and sweepers

III ESSENTIAL FUNCTIONS AND RESPONSIBILITIES

- Operate a sweeper unit at correct speeds and sweep patterns
- Solely responsible for mowing each park once a week
- Operating equipment in a safe, efficient, courteous manner
- Sweeping city streets using a large sweeper unit
- Maintaining parks by mowing with large deck mower

Equipment Operator II

- Repairing and maintaining equipment on sweeper and mowers
- Training of new employees on mowers
- Check fluids and water levels in equipment
- Ensuring that parks are mowed at the correct height
- Ensuring that the downtown area is swept twice a week and each city street is swept once a week during appropriate seasons

IV OTHER DUTIES AND RESPONSIBILITIES

- Training employees for CDL exam
- Weekend watering of plants and shrubs
- Blowing off sidewalks after special events (i.e. Mardi Gras)
- Ordering parts for Sweeper
- Special Events duties as assigned
- Other duties as assigned

V REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- General knowledge of city streets and park locations
- CDL
- Knowledge of sweeper unit
- Knowledge of hydraulic, air and electrical systems
- Ability to drive on right hand side of vehicle
- Ability to be a self-starter and initiate job duties
- Safety conscious of self, and others while operating heavy equipment

VI ACCEPTABLE EDUCATION, EXPERIENCE AND TRAINING

- High School diploma
- 2 years experience operating sweeper
- CDL
- Must be a proven self-starter, responsible and dependable, without a doubt

Equipment Operator II

VII EXTENT OF PUBLIC CONTACT

- Constant interaction with the public, mostly regarding residents and tourist asking directions, complementing on flowers, etc.

VIII PHYSICAL DEMANDS

- Good hand/eye coordination
- Ability to lift 50 lbs.
- Ability to work late nights and early mornings
- Ability to work long hours
- Good use of arms, legs, and back

IX WORKING CONDITIONS AND ENVIRONMENT

- Hot and cold weather
- Adverse weather conditions
- Dusty and dry
- Confined spaces

This job description does not constitute either a written or implied contract of employment. The City of Fairhope reserves the right to revise, alter and/or change this job description, as the City deems necessary.

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council hereby approves the following recommendation from the Recreation Board: the City of Fairhope Athletic Field Rental Agreement as modified (see attachment).

Adopted on this 27th day of July, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Lisa A. Hanks, MMC

From: Gayle Fogarty
Sent: Tuesday, June 30, 2020 1:58 PM
To: Lisa A. Hanks, MMC
Cc: Jack Burrell; Bob Keyser; Pat White; Mayor Karin Wilson
Subject: Rec Board requests for the upcoming Council Meeting
Attachments: Draft City of Fairhope Athletic Field Rental Agreement 6-18-20.docx

Lisa,

Two motions were made during the June 17, 2020 Recreation Board meeting. The board requested these items be added to the next City Council meeting set for July 13.

A motion was made by Derek Thomas to recommend to the Fairhope City Council that two items be included in the 2020-2021 budget: First priority- construction of four new baseball fields and modification of parking areas at Volanta Park; Second priority - construction of a new running track and field events site at Founders Park around the perimeter of a soccer field on the site of the current fields 1 & 2 (east side of the soccer fields). Motion was seconded by Vann Saltz and carried with none opposed.

A motion was made by Corey Martin to recommend to the Fairhope City Council approval to accept the City of Fairhope Athletic Field Rental Agreement as modified (see attached). Motion was seconded by Vann Saltz and carried with none opposed.

Thanks,

Gayle Fogarty
Mayor's Office
City of Fairhope
P.O. Drawer 429
Fairhope, AL 36533
251.990.0100 phone

City of Fairhope, AL – Parks and Recreation Athletic Facility Rental Application: Facilities, Fees and Descriptions

Applications and fees must be submitted one week prior to rental date.

City of Fairhope, AL – Parks and Recreation Department Athletic Facility Rental Application: Rules, Procedures and Fees

Classification of Users:

Civic / Non-Profit: Defined as any group or Non-Profit Organization determined so by federal regulations. A group may request civic/non-profit status, for reservation purposes (facility rental fee only), through the Director of Parks & Recreation. A copy of the IRS Determination Letter must be submitted with the Athletic Facility Rental Application. Non-profit entities with its principal place of business located inside the City of Fairhope and 80% of the participants are residents residing in Fairhope's school feeder pattern will be charged ½ of the reservation rate plus the fees for extra staffing if required. Non-profit entities that have addresses outside the City of Fairhope or have greater than 20% of participants residing outside the Fairhope school feeder pattern will pay full fees. Private organizations will pay full fees. The City of Fairhope Parks and Recreation Department reserves the right to approve a second 50% discount (applied to the balance due, resulting in a charge of 25%) for organizations sponsoring or operating a recreation program on behalf of the City. The City of Fairhope Parks and Recreation Department may waive fees for any group affiliated with the City of Fairhope at the discretion of the Department Head. Fees will be determined for non-profit status from the address of the organization, not the person filling out the form.

Private: Defined as any individual or group not defined as Civic / Non-Profit or any group or organization that represents a business or for-profit institution.

1. The renter will be contacted regarding final decisions on field conditions. Cancellations will be made by City of Fairhope Parks and Recreation personnel.
2. Field modifications and preparations will be performed by City of Fairhope personnel.
3. A \$1 million liability policy is required for organized teams/travel teams playing games and proof presented at time of application. The City requires the Applicant to provide a Certificate of Insurance of \$1 million in liability insurance listing the City, its officials, agents and employees as additional insureds. The certificate will provide the City with thirty (30) days written notice of cancellation and a waiver of subrogation in favor of the City, its officials, agents and employees.
4. No equipment is furnished with the facility rental (i.e. coolers, tables, helmet racks.)
5. Alcoholic beverages, glass bottles, weapons, fireworks, fires and/or grills are not permitted at the facilities.
6. Practices or games may be scheduled on a monthly, seasonal or annual basis.
7. Outside vendors require prior approval. Vendor set-up areas must be pre-approved. All outside vendors must show proof of a City of Fairhope business license. Vendors are required to pay the City of Fairhope 10% of the revenues collected. Any vendor that sets-up without approval is subject to being prosecuted for trespassing.
8. Tents larger than 12x12 must be pre-approved.
9. Fees:
 - a. \$50.00 per play date, per field
 - b. \$30.00/hr./Staff Member
 - c. \$100/field initial setup and lining per season
 - d. Additional fees will be set on an as needed, case-by-case basis.
10. For a League or organization to be considered inside the City, the organizer must show proof that at least 80% of the participants are residents of the City of Fairhope living in its school feeder pattern.
11. For Leagues and Tournaments, the fee to the City of Fairhope will be \$50.00 per play date, per field. The fee must be paid at the time the reservation is made. Registration forms will not be taken without payment. (Example: If four dates are reserved, the fee for all four dates must be paid at the time of the reservation.)
12. A \$250.00 deposit is required at the time of application for tournaments. The deposit will be refunded after the event providing no damages, repair costs or clean-up are necessary.

13. For a tournament, a fee of \$20.00 per team will be due at least 7 days prior to the date of the tournament. Failure to do so will result in the tournament being cancelled.
14. For tournaments, all facilities are subject to availability, and approval by the City of Fairhope Recreation Department.
15. For tournaments, the \$100/field setup and lining fee may be charged for any additional work required to accommodate the event.
16. Applications must be completed at least 2 weeks (10 working days) in advance for a 1 day tournament, 3 weeks (15 working days) in advance for a 2 day tournament, and 1 week (5 working days) in advance for single or double header games.
17. Final approval/denial of leagues and tournaments will be determined by the P&R Director after application and fees are received.

All persons/organizations wishing to use the facility *must* fill out an Athletic Facility Rental Application for Department Head approval. Facility Applications must be submitted to the Fairhope Recreation Center at least one (1) week prior to the requested date, otherwise application will not be accepted.

All fees for rental of the athletic facility must be paid at the time this application is submitted. Payment can be made at the Fairhope Recreation Center, 8:00a.m.-5:00p.m, Monday through Friday. Payment will be refunded if the application is not approved. The athletic facility is not reserved until payment has been made and the Director of Fairhope Parks & Recreation approves the application.

The Parks & Recreation Director will notify the person making the request if the reservation and any other items requested has been granted or denied. This notification is made by telephone or e-mail. The renter will be required to pick up a copy of the Approved Athletic Facility Rental Application once the Parks & Recreation Director notifies them or it can be e-mailed to the Renter.

Refunds are given only when the activity is canceled two (2) business days or more prior to the event. The Parks and Recreation Director must be notified in order to receive a refund.

The Fairhope Parks and Recreation Department reserves the right to refuse the use of its facility to any group or individual which may be in direct conflict with the goals of the department or the City of Fairhope.

No program/event may be scheduled that interferes with a regular, planned program or activity sponsored by the Fairhope Parks and Recreation Department or Fairhope schools. Activities are expected to start and end on time. Curfew time for all Facilities will be set at the discretion of the Parks and Recreation Department.

City of Fairhope staff members are not responsible for chaperoning an event, setting up or decorating for an event (with the exception of tables and chairs provided by the facility), or event clean-up. The City of Fairhope may require a Recreation Department staff member(s) to be on duty during or after hours at facilities while the facility is reserved.

Any group using the facility must be organized with a responsible adult (19 years or older) leader. The activity may be cancelled and the participants sent home if the person responsible for the request does not arrive within the first fifteen minutes of the reservation for the facility. All fees are still applicable.

For events and parties with children in attendance, it is the renter's responsibility to provide one (1) adult chaperone per every ten (10) children, except for athletic events. The Director will determine the supervisory requirements needed for athletic events.

No City facility can be used for meetings by candidates for political office or for electoral rallies and/or meetings sponsored by a political party.

Parking is allowed only in designated parking areas.

All food, beverages, trash, etc. must be removed from the facility and the site returned to its original state at the end of the activity. Decorations must be approved in advance by the Parks & Recreation Department. The decorations must also be removed at the end of the activity. Decorations can leave no trace on the property.

The renter will be held responsible for all damages to City property. If a facility is not returned to its original state, the security deposit will be forfeited, any future use will require an additional refundable deposit at an amount to be determined by the Parks & Recreation Director or could result in denial of use of any facility by the renter.

The renter agrees that placement and use of any inflatables, tents, sound system or other outside entertainment equipment is subject to approval by Parks and Recreation at the time the reservation is approved. Parks and Recreation will not provide repair to interruptions to the Parks electrical service on the day of an event that is caused by violation of this policy. No water inflatables are allowed.

All outside vendors are required to have a valid City of Fairhope Business license. Vendors may be required to have a minimum of \$1 million in liability insurance, naming the City of Fairhope as an additional insured, and a copy of this insurance must be on file with the Parks and Recreation Office at least one (1) week prior to the event.

A completed Field Use Agreement must be completed and on file with the City of Fairhope Parks and Recreation Department prior to use.

Any violation of these rules, regulations, policies and/or procedures pertaining to the use of the facility will result in forfeiture and possible restriction from future use of any Parks and Recreation Department Facilities.

June 2020

City of Fairhope, AL – Parks and Recreation Athletic Facility Rental Application

Facility Requested: Organization / Person Completing Application: Address, City, State, and Zip: Phone: (W) (Cell) (H) Email Address: Purpose of Facility Rental (Please be Specific):

Date(s) Requested: Day(s) Requested:

Time Requested: Open: Time Close:

Expected Attendance: Admission Charged? No Yes, Amount Charged? \$

Will lights be needed? No Yes, Which Fields?

Will you need the Restrooms unlocked? No Yes

Will you require field prep? No Yes, Which Fields?

Initial Field Prep? No Yes

Re-Lining? No Yes

VENDOR/PROVIDER NAME	PHONE #	ACTIVITY	INS	BL	PS

In making this application, I or my organization understands the fees, reservation hours, rules and regulations (see attached) of the Fairhope Parks & Recreation Department and will abide by all rules and assume financial responsibility for any damages to facilities/areas/parks and equipment.

I or my organization further acknowledges that using this facility/area/park and equipment may involve risks and dangers. I or my organization will not hold any person involved with the City of Fairhope liable for any accidents or injuries that may occur while using this facility/area/park and equipment.

I or my organization understand that ALL outside, paid vendors must be approved a minimum of one (1) week prior to the reservation. Vendors may be required to have a minimum of \$1 million in liability insurance, naming the City of Fairhope as an additional insured, and a copy of this insurance must be on file with our office at least one (1) week prior to the event. I understand that upon approval, I will be given a copy of this sheet with the approval shown. This approval should be taken to the event for proof. I understand that if I do not get approval for an outside vendor, the vendor will be removed immediately, or my event will be cancelled immediately.

By making use of a City facility, organization/applicant understands that it may be subject to the Alabama Coach Safety Act, which requires, among other things, that coaches and athletic personnel complete certain injury mitigation training as approved by the State of Alabama Department of Public Health. Organization/applicant understands that it bears the responsibility to ensure that all its coaches and athletic personnel who will be using City facilities meet the requirements of the Act. As a material term for the use of City facilities, organization/applicant hereby agrees to indemnify, hold harmless and defend the City, its officials, representatives, agents, servants and employees from and against all liability and loss that the City may sustain as a result of claims, demands, costs or judgments, including the payment of all of the City's attorney fees, arising from any violation of the Coach Safety Act by organization/applicant. This indemnification shall survive the payout from any of organization/applicant's insurance carrier and shall be binding on all successors and assigns. Initial:

Signature of Renter Date Director, Fairhope Parks & Recreation

Date Received: __ By: Fees Due:

Date Paid:

Staff Required: No Yes # -

For Office Use Only

Posted on Calendar & Approved by Staff:

Date Renter Contacted: __

Date Permit Picked Up:

Notes: __

Restrooms Approved: No Yes

Field Prep Approved: No Yes

Problems Reported on Renter: No Yes

Lights Approved: No Yes

City of Fairhope, AL – Parks and Recreation

Athletic Facility Rental Application: Private Lessons Policy for Athletic Facilities

This policy is intended to refine and make clear the policy for private lessons in sports skills at City owned facilities.

For any Rental reservation charging admission, a 10% fee is due to the Fairhope Parks and Recreation Department, payable at the Recreation Center within five (5) business days of the rental.

For athletic facilities, the policy will be as follows:

Baseball, softball, football, lacrosse, basketball and soccer: A private instructor must reserve time through the League Sports Coordinator or Athletic Director responsible for the facility. The times must be approved by the City of Fairhope. 10% of the fees are due to the City of Fairhope for the use of the facility. In the event that lights are used or staffing is required, an additional fee may be charged.

Any private instructor is prohibited from teaching lessons to a minor without another adult present at the facility. Parents are encouraged to stay for their child's lesson.

The City of Fairhope reserves the right to require a background check or references for anyone desiring to teach private lessons on its properties. The City of Fairhope reserves the right to cancel any scheduled lessons at any time.

Instructor hereby agrees to indemnify, hold harmless, and defend the City, its officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorney's fees and litigation expenses, in whole or in part arising out of, connected with, or in any way associated with the activities of the Instructor, its employees, or its sub-contractors in connection with the work to be performed under this contract. This obligation survives the payment of any loss by Instructor's insurance carrier.

Instructor/Applicant Date

For Private Lessons Only:

Type of Lesson:

Number of Contracted Students:

Amount Charged per Lesson: \$

Names of Contracted Students:
