

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

MONDAY, 28 SEPTEMBER 2020 – 4:30 P.M. – COUNCIL CHAMBER

1. Discussion of Revenues and Capital Purchases
2. Committee Updates
3. Department Head Updates

Next Regular Meeting – October 12, 2020 - Same Time and Place

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 28 SEPTEMBER 2020 – 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 14 September 2020 Regular City Council Meeting, minutes of 14 September 2020 Work Session, and minutes of 14 September Agenda Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. Ordinance – An Ordinance to repeal and replace Ordinance No. 1541 and Ordinance No. 1435 and to Establish the Bylaws of the Fairhope Environmental Advisory Board.
6. Ordinance – An Ordinance to amend Ordinance No. 843 amending Chapter 20, Article I, Section 20-14 (1); removing the words “except that bicycles may be pushed but not ridden on the pathway between Pier Avenue and Fels Avenue.”
7. Resolution – That the City Council hereby approves and authorizes Mayor Karin Wilson to execute a Memorandum of Understanding (“MOU”) between the Baldwin County Commission, Baldwin County Sheriff’s Office, Baldwin County Public Schools (Baldwin County Board of Education) and the City of Fairhope regarding the School Resource Officer (“SRO”) Program at Baldwin Public Schools. The MOU shall be in effective as of August 12, 2020 and shall remain in effect for a period of two (2) years from the effective date. The Baldwin County Public Schools will pay up to Fifty Thousand Dollars (\$50,000.00) per year for each SRO to the City of Fairhope for SRO salaries, FICA, employer’s contribution to retirement, health insurance, health benefits options or payments made in lieu thereof, unemployment, training related to SRO programs only, benefits, and insurance.
8. Resolution – To award the Repair Work of Channel Beams to the Bridge at County Road 13 over Cowpen Creek to Allstop Waterproofing, LLC with a total cost of \$14,481.00.
9. Resolution – That the City Council approves Amendment No. 1 to the Contract and amends Resolution No. 3677-20 for RFQ No. PS001-20, to perform Professional Consulting Services for COVID-19 Management Services by adding Hurricane Sally to these services with True North Emergency Management; and hereby authorizes Mayor Karin Wilson to execute Amendment No. 1 with the not-to-exceed limit remain as is at \$10,000.00.

10. Resolution – That the City of Fairhope has voted to purchase 20 Single-Phase Overhead Transformers for the Electric Department from Anixter Power Solutions with a total cost of \$15,862.62; and authorizes for procurement using the option allowed by Code of Alabama 1975, Section 41-16-51(b)(7): these are materials needed, used and consumed in the operation of our electric system.
11. Resolution – That the City of Fairhope has voted to purchase 22 Single-Phase Mount Transformers for the Electric Department from Anixter Power Solutions with a total cost of \$41,404.22; and authorizes for procurement using the option allowed by Code of Alabama 1975, Section 41-16-51(b)(7): these are materials needed, used and consumed in the operation of our electric system.
12. Resolution – That the City of Fairhope approves the procurement of a 16' Prefabricated Aluminum Bridge for the Sidewalk on Nichols Avenue for the Public Works Department from Liberty Bridges with a cost of \$10,158.00. This project is in conjunction with the Fairhope Single Tax Corporation who will be performing the installation of the sidewalk.
13. Resolution – That Mayor Karin Wilson is hereby authorized to execute an Extension with the Government & Economic Development Institute (GEDI) with Auburn University for First Phase of the Auburn Personnel System Project which includes updating all job descriptions, grades, making them compliant with Federal Law and more. There is need for development of additional organizational information and modifications. The new completion date will be December 18, 2020.
14. Street and Traffic Control Committee:
 - Requesting from the City Council authorization to reduce the speed limit to 25 mph on the City portion of Sea Cliff Drive with recommendation to the County for the same on the County's portion.
 - Requesting from the City Council authorization to place one speed calming device with the correct miles per hour for on South Ingleside Street between Fairhope Avenue and Morphy Avenue to help with traffic.
15. Pedestrian and Bicycle Committee:
 - Requesting from the City Council support of the expansion of the concrete pathway width between Pier Avenue and Fels Avenue to encompass the current asphalt section on the roadway designated by the white line. In addition, this "road choking" modification to the concrete sidewalk would also serve to encourage drivers to adhere to slower speed limits along this South Mobile Street area; and to pursue funding opportunities; i.e. ESMPO, TAP Grant, ADECA Recreational Trails Grant, etc.

16. Public Participation – (3 minutes maximum)
17. Adjourn

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

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

Next Regular Meeting – Monday, October 12, 2020 - Same Time and Place

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)

The City Council, City of Fairhope, met in regular session at 6:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 14 September 2020.

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

There being a quorum present, Council President Burrell called the meeting to order. The invocation was given by Mike Parker of Rivertown Community Church and the Pledge of Allegiance was recited.

Council President Burrell stated there was a need to add on an agenda item after Agenda Item Number 21: a resolution that the City Council of the City of Fairhope hereby declares an emergency effective at 5:00 p.m. on Monday, September 14, 2020 associated with Hurricane Sally with the potential to make landfall in or near Mobile and Baldwin counties; and hereby authorizes and directs the Mayor and City Clerk to execute and attest, respectively, all contracts determined to be necessary to meet this emergency.

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

Councilmember Conyers moved to approve minutes of the 24 August 2020, regular meeting; minutes of the 24 August 2020, work session; minutes of the 24 August 2020, agenda meeting; and minutes of the 1 September 2020 special City Council meeting. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

Mayor Wilson addressed the City Council and announced she would have the FY 2021 Budget Presentation at the next Work Session.

Councilmember Conyers mentioned the Fairhope Environmental Advisory Board resolution and ordinance on tonight's agenda that was discussed in the Work Session.

Councilmember Brown thanked Erik Cortinas for sending out preparation reminders to the Home Builders Association. He thanked Richard Johnson and Public Works regarding the anchor placement.

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Councilmember Boone told everyone to be careful and safe at home with Hurricane Sally.

Council President Burrell said that the Mayor recommends a budget; the City Council messages or approves the budget; or prepares their own budget. He told City staff that if there are any positions in the budget, once adopted, to hire people who meet the qualifications. Mayor Wilson replied that Auburn is preparing job descriptions, so this should not be a problem.

Councilmember Boone moved for final adoption of Ordinance No. 1687, an ordinance amending Ordinance No. 1510 known as the Personnel Rules, Policies and Procedures Ordinance; specifically, Section I and Section III regarding Part-Time Employees to all these employees to now work 29 hours or less. (Introduced at the August 24, 2020 City Council Meeting) Seconded by Councilmember Conyers, motion for final adoption passed by the following voice votes: AYE – Burrell, Robinson, Conyers, Brown, and Boone. NAY - None.

Councilmember Conyers introduced in writing Ordinance No. 1688, an Ordinance Authorizing the Issuance of the City's not to exceed \$11,935,000.00 principal amount of Utilities Revenue Warrants, Series 2020, dated September 30, 2020. In order to take immediate action, Councilmember Conyers moved for immediate consideration. Seconded by Councilmember Boone, motion for immediate consideration passed unanimously by the following voice votes: AYE – Burrell, Robinson, Conyers, Brown, and Boone. NAY - None.

Councilmember Brown then moved for final adoption of Ordinance No. 1688. Seconded by Councilmember Robinson, motion for final adoption passed by the following voice votes: AYE – Burrell, Robinson, Conyers, Brown, and Boone. NAY - None.

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution Complying with the Requirements of Section 8.2(b) of the Trust Indenture between the City of Fairhope, Alabama, and Regions Bank dated as of November 1, 1996, as Supplemented. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

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RESOLUTION NO. 3813-20

**A RESOLUTION COMPLYING WITH THE
REQUIREMENTS OF SECTION 8.2(b) OF THE
TRUST INDENTURE BETWEEN THE CITY OF
FAIRHOPE, ALABAMA, AND REGIONS BANK
DATED AS OF NOVEMBER 1, 1996,
AS SUPPLEMENTED**

BE IT RESOLVED by the City Council (herein called the "Council") of the City of Fairhope (herein called the "City"), in the State of Alabama, as follows:

In order to comply with the requirements of Section 8.2(b) of that certain Trust Indenture between the City and Regions Bank, dated as of November 1, 1996 (herein called the "1996 Indenture"), so that not more than \$11,935,000 aggregate principal amount of Utilities Revenue Warrants, Series 2020, dated September 30, 2020 (herein called the "Series 2020 Warrants"), of the City may be issued as additional warrants under the provisions of the 1996 Indenture, the Council does hereby adopt this resolution, request that Regions Bank, as trustee, authenticate and deliver the Series 2020 Warrants to the purchaser thereof, and make the following recitals preliminary to the issuance of the Series 2020 Warrants:

- (1) the City is not at this time in default under the 1996 Indenture and no such default is imminent;
- (2) the person to whom the Series 2020 Warrants have been sold and shall be delivered is BBVA Mortgage Corporation;
- (3) the Series 2020 Warrants are to be issued by sale and none thereof is to be issued by exchange;
- (4) the sale price of the Series 2020 Warrants is the par amount thereof;
- (5) no obligations have previously been issued by the City under the 1996 Indenture or under any indenture supplemental thereto other than \$4,195,000 aggregate principal amount of Utilities Revenue Warrants, Series 1996, dated November 1, 1996, which were issued under the 1996 Indenture and which were refunded simultaneously with the issuance of the Series 2005 Warrants; \$7,735,000 aggregate principal amount of Utilities Revenue Warrants, Series 1997, dated March 1, 1997, which were issued under the First Supplemental Indenture dated as of March 1, 1997, and which were refunded simultaneously with the issuance of the Series 2005 Warrants; \$1,905,000 aggregate principal amount of Utilities Revenue Warrants, Series 1999, dated June 1, 1999, which were issued under the Second Supplemental Indenture dated as of June 1, 1999, and which were refunded simultaneously with the issuance of the Series 2009 Warrants; \$6,720,000 aggregate principal amount of Utilities Revenue Warrants, Series 2002, dated September 1, 2002, which were issued under the Third Supplemental Indenture dated as of September 1, 2002, and none of which are now outstanding; \$2,300,000 aggregate principal amount of Utilities Revenue Warrants, Series 2003, dated September 1, 2003, which were issued under the Fourth Supplemental Indenture dated as of September 1, 2003, and none of which are now outstanding; \$8,455,000 aggregate principal amount of Utilities Revenue Warrants, Series

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2005, which were issued under the Fifth Supplemental Indenture dated as of March 1, 2005, and none of which are now outstanding; \$1,250,000 aggregate principal amount of Utilities Revenue Warrants, Series 2009, dated April 2, 2009, which were issued under the Sixth Supplemental Indenture dated as of April 2, 2009, and none of which are now outstanding; \$16,140,000 aggregate principal amount of Utilities Revenue Warrants, Series 2011, dated October 13, 2011, which were issued under the Seventh Supplemental Indenture dated October 13, 2011, and which are now outstanding in the aggregate principal amount of \$11,935,000 and \$1,780,000 aggregate principal amount of Utilities Revenue Warrants, Series 2015, dated May 14, 2015, which were issued under the Eighth Supplemental Indenture dated May 14, 2015, and which are now outstanding in the aggregate principal amount of \$370,000;

(6) the Series 2020 Warrants are to be issued for the purpose of (a) refunding (on a current basis) the said Series 2011 Warrants, and (b) paying the costs related to the issuance of the Series 2020 Warrants.

ADOPTED THIS 14TH DAY OF SEPTEMBER, 2020

Jack Burrell, Council President

ATTEST:

Lisa. A. Hanks, MMC
City Clerk

ADOPTED THIS 14TH DAY OF SEPTEMBER, 2020

Karin Wilson, Mayor

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby authorizes the Council President to negotiate a Municipal Lease Agreement between the City of Fairhope, Alabama (“Lessee”) and Christopher G. Campbell and Bonnie C. Campbell (“Lessor”) for use of the premises solely and exclusively for an access to a 40 foot Golf Maintenance Easement more commonly described as shown in “Exhibit A.” The lease amount will be a not-to-exceed \$1,500.00 per year for use of approximate 2.47 acres, more or less; subject to any and all current easements specifically but not limited to that previously granted to Alabama Power. The motion was seconded by Councilmember Boone. The consensus of the City Council was for the Council President to negotiate and execute the lease. Councilmember Conyers rescinded his motion to approve the resolution as written.

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Councilmember Conyers Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby authorizes the Council President to negotiate and execute a Municipal Lease Agreement between the City of Fairhope, Alabama (“Lessee”) and Christopher G. Campbell and Bonnie C. Campbell (“Lessor”) for use of the premises solely and exclusively for an access to a 40 foot Golf Maintenance Easement more commonly described as shown in “Exhibit A.” The lease amount will be a not-to-exceed \$1,500.00 per year for use of approximate 2.47 acres, more or less; subject to any and all current easements specifically but not limited to that previously granted to Alabama Power. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 3814-20

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, that the City Council hereby authorizes the Council President to negotiate and execute a Municipal Lease Agreement between the City of Fairhope, Alabama (“Lessee”) and Christopher G. Campbell and Bonnie C. Campbell (“Lessor”) for use of the premises solely and exclusively for an access to a 40 foot Golf Maintenance Easement more commonly described as shown in “Exhibit A.” The lease amount will be a not-to-exceed \$1,500.00 per year for use of approximate 2.47 acres, more or less; subject to any and all current easements specifically but not limited to that previously granted to Alabama Power.

Adopted on this 14th day of August, 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 to award RFP for Program Administrative Services Contract for the Alabama Department of Conservation and Natural Resources (ADCNR) Grant #S1P17-FACP (Restore Act – Comp Plan Project) to Grant Management, LLC with a total not to exceed fees of \$26,000.00 subject to review and approval by ADCNR and City Attorney prior to execution (RFP 006-20). Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

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RESOLUTION NUMBER 3815-20

**AWARDING THE RFP 006-20 PROGRAM ADMINISTRATIVE
SERVICES CONTRACT FOR THE ALABAMA DEPARTMENT OF
CONSERVATION AND NATURAL RESOURCES GRANT #S1P17-FACP
(RESTORE ACT - COMP PLAN PROJECT)**

WHEREAS, the City of Fairhope was awarded a RESTORE Act Direct Component Subrecipient Grant from the Alabama Department of Conservation and Natural Resources (ADCNR) on April 26, 2019; and

WHEREAS, the project requires Program Administrative Services and the City did solicit Requests for Proposals (RFP 006-20) in accordance with applicable federal, state and local laws, codes, regulations, ordinances, etc., including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and U.S. Treasury Regulations; and

WHEREAS, the City did receive one (1) proposal from Grant Management, LLC for said services which was opened, reviewed, and rated according to the rating criteria by the City's Evaluation Committee, and determined to be appropriate; and

WHEREAS, One-hundred percent (100%) of the Program Administrative Services fees will be paid for with grant funds made available through the Subrecipient Grant Agreement #S1P17-FACP with ADCNR, and the total Program Administration Services fee not-to-exceed \$26,000.00;

THEREFORE, BE IT RESOLVED BY THE City of Fairhope, IN REGULAR SESSION ASSEMBLED, that by this Resolution the City of Fairhope awards the contract for Program Administrative Services (RFP 006-20) for ADCNR Grant #S1P17-FACP to Grant Management, LLC, subject to review and approval by ADCNR and City Attorney prior to execution; and

BE IT FURTHER RESOLVED BY THE City of Fairhope, that the City will initially award the contract for a fee not-to-exceed \$26,000.00 of Phase I Project grant funds and authorize the Mayor to execute a contract with Grant Management, LLC for RFP 006-20 Program Administrative Services for Comp Plan ADCNR Grant #S1P17-FACP (RESTORE Act).

DULY ADOPTED THIS 14TH DAY OF SEPTEMBER, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

14 September 2020

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby approves the following recommendations from CobbsAllen, along with City Treasurer Kim Creech, for our Stop Loss Carrier and Rx Carve-Out: Stop Loss Carrier change to Pareto Captive (HCC) effective October 1, 2020; and Rx Carve-Out to MedOne PBM effective November 1, 2020 so Specialty Drug Carve Out with RxHelp will go into effect on January 1, 2021. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 3816-20

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council hereby approves the following recommendations from CobbsAllen, along with City Treasurer Kim Creech, for our Stop Loss Carrier and Rx Carve-Out:

[1] Stop Loss Carrier change to Pareto Captive (HCC) effective October 1, 2020.

[2] Rx Carve-Out to MedOne PBM effective November 1, 2020 so Specialty Drug Carve Out with RxHelp will go into effect on January 1, 2021.

DULY ADPOTED ON THIS 14TH DAY OF NOVEMBER, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the Governing Body of the City of Fairhope, Alabama, hereby rescinds Bid No. 031-20 for HVAC, Parts, and Supplies for the Building Maintenance and Public Works Departments due to no bids received; authorizes the City to solicit for informal bids in accordance with Code of Alabama 1975 Section 39-2-6(b); and to allow negotiations for the needed supplies and equipment with the current vendor. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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RESOLUTION NO. 3817-20

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 HVAC, Parts, and Supplies for the Building Maintenance and Public Works Departments (Bid Number 031-20) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] On August 25, 2020 when bids were to be received and opened, no bids were received; therefore, it is desirous that Bid Number 031-20 be rescinded and to authorize the City to solicit for informal bids in accordance with Code of Alabama 1975 Section 39-2-6(b); and to negotiate for the needed supplies and equipment with the current vendor.

[3] That the Governing Body of the City of Fairhope, Alabama, hereby rescinds Bid No. 031-20 for HVAC, Parts, and Supplies for the Building Maintenance and Public Works Departments due to no bids received; authorizes the City to solicit for informal bids in accordance with Code of Alabama 1975 Section 39-2-6(b); and to allow negotiations for the needed supplies and equipment with the current vendor.

Adopted on this 14th day of September, 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 the Governing Body of the City of Fairhope, Alabama, hereby rejects all bids for Bid No. 034-20 Masonry and Concrete Work for Alterations at Fairhope Municipal Stadium for the Recreation Department (only one Valid Bid was received); and authorize to negotiate a contract with the one bidder, pursuant to the Code of Alabama 1975, Section 39-2-6(b). Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

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RESOLUTION NO. 3818-20

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 Masonry and Concrete Work for Alterations at Fairhope Municipal Stadium for the Recreation Department (Bid Number 034-20) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] At the appointed time and place, the bids were opened and tabulated.

[3] After evaluating the bid proposals with the required bid specifications, only one valid bid was received and we request that all bids be rejected for Bid No. 034-20 Masonry and Concrete Work for Alterations at Fairhope Municipal Stadium for the Recreation Department; and authorize to negotiate a contract with the one bidder, pursuant to the Code of Alabama 1975, Section 39-2-6(b).

Adopted on this 14th day of September, 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 Governing Body of the City of Fairhope, Alabama, hereby rejects all bids for Bid No. 030-20 On-Call Large Tree Removal Services for the Public Works Department (one No Bid and one Non-Responsive Bid were received); and authorize to negotiate with contractor(s) for this work, pursuant to the Code of Alabama 1975, Section 39-2-6(b). Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

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RESOLUTION NO. 3819-20

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 On-Call Large Tree Removal Service for the Public Works Department (Bid Number 004-20) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] At the appointed time and place, the bids were opened and tabulated.

[3] After evaluating the bid proposals with the required bid specifications, one No Bid and one Non-Responsive Bid were received, we request that all bids be rejected for Bid No. 030-20 On-Call Large Tree Removal Service for the Public Works Department; and authorize to negotiate with contractor(s) for this work, pursuant to the Code of Alabama 1975, Section 39-2-6(b).

Adopted on this 14th day of September, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Karin Wilson is hereby authorized to execute Change Order No. 1 to Bid Number 018-19, Project No. SEW002-18 - Bayou Drive, Fairwood Drive, and Fairhope Avenue Wastewater Collection and Transmission Improvements to reflect actual quantities installed for a deductive change order in the amount of (\$92,293.38); and award of the Change Order to Boan Contracting. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

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RESOLUTION NO. 3820-20

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Karin Wilson is hereby authorized to execute Change Order No. 1 to Bid Number 018-19, Project No. SEW002-18 - Bayou Drive, Fairwood Drive, and Fairhope Avenue Wastewater Collection and Transmission Improvements to reflect actual quantities installed for a deductive change order in the amount of (\$92,293.38); and award of the Change Order to Boan Contracting.

Adopted on this 14th day of September, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to procure Work Boots for the Public Works Department and Utilities; and the items are available for direct procurement from Cintas Corporation through the OMNIA Purchasing Group (Contract No. R-BB-19002) which has been nationally bid; and therefore, does not have to be let out for bid. This is a total cost not-to-exceed \$30,000.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 3821-20

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 Work Boots for the Public Works Department and Utilities; and the items are available for direct procurement from Cintas Corporation through the OMNIA Purchasing Group (Contract No. R-BB-19002) which has been nationally bid; and therefore, does not have to be let out for bid. This is a total cost not-to-exceed \$30,000.00.

Adopted on this 14th day of September, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

14 September 2020

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to approve this unbudgeted procurement for UV-Sanitizing Lights to use in City buildings to combat COVID-19 from MRSA-UV, LLC with a cost not-to-exceed \$15,000.00. This will be funded thru the CARES Act. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 3822-20

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

[1] That the City of Fairhope has voted to approve this unbudgeted procurement for UV-Sanitizing Lights to use in City buildings to combat COVID-19 from MRSA-UV, LLC with a cost not-to-exceed \$15,000.00. This will be funded thru the CARES Act.

Adopted on this 14th day of September, 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 procure Annual Fire Extinguisher Inspection and Maintenance for the City of Fairhope from Safety Extinguishers, LLC with an estimate of \$15,000.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 3823-20

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 Annual Fire Extinguisher Inspection and Maintenance for the City of Fairhope from Safety Extinguishers, LLC with an estimate of \$15,000.00.

Adopted on this 14th day of September, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

14 September 2020

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to procure of Annual Renewal of QSCend QAlert Software Licensing (for the support ticket system for residents and businesses) for the IT Department from QSCend Technologies, Inc. with a cost of \$12,089.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 3824-20

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 of Annual Renewal of QSCend QAlert Software Licensing (for the support ticket system for residents and businesses) for the IT Department from QSCend Technologies, Inc. with a cost of \$12,089.00.

Adopted on this 14th day of September, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted for procurement of an IT Security Consultant for the City of Fairhope; and the service is available for direct procurement from CDW Government, LLC through the Sourcewell Purchasing Coop which has been nationally bid; and therefore, does not have to be let out for bid. The Cost to be determined on an as needed basis. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

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14 September 2020

RESOLUTION NO. 3825-20

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

[1] That the City of Fairhope has voted for procurement of an IT Security Consultant for the City of Fairhope; and the service is available for direct procurement from CDW Government, LLC through the Sourcwell Purchasing Coop which has been nationally bid; and therefore, does not have to be let out for bid. The Cost to be determined on an as needed basis.

Adopted on this 14th day of September, 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 for procurement of an IT Consultant (Three Year Services) for the City of Fairhope (FY2021, FY2022, and FY2023); and the service is available for direct procurement from CDW Government, LLC through the Sourcwell Purchasing Coop which has been nationally bid; and therefore, does not have to be let out for bid. The Cost will be \$218,161.80 which covers all three years of consulting. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 3826-20

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

[1] That the City of Fairhope has voted for procurement of an IT Consultant (Three Year Services) for the City of Fairhope (FY2021, FY2022, and FY2023); and the service is available for direct procurement from CDW Government, LLC through the Sourcwell Purchasing Coop which has been nationally bid; and therefore, does not have to be let out for bid. The Cost will be \$218,161.80 which covers all three years of consulting.

Adopted on this 14th day of September, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

14 September 2020

Operations Director Michael Allison addressed the City Council regarding Agenda Item Number 21 and explained the need for the SCADA Technician. He said the SCADA System are our eyes for the Utilities; and will help with mitigating the ADEM and Alabama Public Service Commission issues. Mr. Allison commented this will be a labor saving tool.

Councilmember Robinson 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 Add the SCADA Technician Job Position; and the Job Description and Pay Grade of 25; and to fill with appropriate person within the Paygrade. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 3827-20

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 Add the following Job Position; and the Job Description and Grade of Pay for same; and to fill with appropriate person within the Paygrade.

Addition:	Job Positions	Grade of Pay
	SCADA Technician	25

ADOPTED THIS 14TH DAY OF SEPTEMBER, 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 the City Council of the City of Fairhope hereby declares an emergency effective at 5:00 p.m. on Monday, September 14, 2020 associated with Hurricane Sally with the potential to make landfall in or near Mobile and Baldwin counties; and hereby authorizes and directs the Mayor and City Clerk to execute and attest, respectively, all contracts determined to be necessary to meet this emergency. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

14 September 2020

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

- 1) Francis Ripp, 22985 High Ridge Road, addressed the City Council regarding the Breland case and the City having to pay attorney's fees. He mentioned the McSharry case, if the case had been refiled, and statute of limitations.

At the request of the City Attorney, Marcus E. McDowell, the City Council will rise from the meeting to go into Executive Session based on Section 36-25A-7(a)(3) to discuss pending and potential litigation. The approximate time to be in Executive Session is 30 minutes. Councilmember Conyers moved to go into Executive Session. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

Exited the dais at 6:45 p.m. Returned at 7:10 p.m.

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 7:11 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

Monday, September 14, 2020

Page -2-

- Operations Director Mike Allison addressed the City Council and said for anyone who sees power lines down to please call 928-8003. He told citizens to avoid these lines. He said the staging area is ready for Public Works and the Utilities. Mr. Allison introduced Jason Langley the new Water and Sewer Superintendent.
- Human Resource Manager Sherice Rada addressed the City Council and asked if anyone had questions regarding the Ordinance for part-time employees to work 29 hours or less instead of 19 hours or less.
- Recreation Director Pat White addressed the City Council and said the Tennis Center and Quail Creek Golf Course were closed; and the Recreation Center would be closing at 6:00 p.m. tonight.
- Public Works Director Richard Johnson addressed the City Council regarding Hurricane Sally and preparations began today. He said rain is the major issue, barricades are pre-staged to close off roads, and piers are barricaded for safety. Mr. Johnson commented that sanitation will not be picked up Tuesday; but will have a skeleton crew working Wednesday. He said all essential employees are on standby.

Mr. Johnson told the City Council pursuant to our Ordinance he wants sanitation to conclude at noon on Saturdays because the County closes its landfill at noon, and we get everyone after that time. He said employees are an issue right now with one having an illness and problems with part-time employees.

He also mentioned receiving a letter from the Federal Government stating we can move forward with the Alley Project as long as an architect is on site while digging.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:20 p.m.

Jack Burrell, Council President

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, 14 September 2020.

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

Council President Burrell called the meeting to order at 5:20 p.m. The City Council reviewed and discussed the agenda for their meeting to be held today at 6:00 p.m. Council President Burrell stated there was a need to add on a resolution declaring a “State of Emergency” for the City of Fairhope. City Treasurer Kim Creech, Special Projects Manager Lynn Maser, Community Affairs Director Jessica Walker, Public Works Director Richard Johnson, Operations Director Michael Allison, and IT Director Jeff Montgomery addressed the City Council and briefly explained their Department’s Agenda Items.

Please note the total savings for the refinancing of the Utility Revenue Warrant will be a next savings of \$841,000.00; and for the Stop Loss Carrier change and the Prescription (Rx) Carve-out will be approximately \$1.2 million dollars.

Council President Burrell did question the three resolutions to reject the bids due to only one or no bid.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:51 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. ____

**AN ORDINANCE TO REPEAL AND REPLACE ORDINANCE NO. 1541
AND ORDINANCE NO. 1435 AND TO ESTABLISH THE BYLAWS OF
THE FAIRHOPE ENVIRONMENTAL ADVISORY BOARD**

ARTICLE I. MISSION

The mission of this Board shall be to provide policy advice to the Mayor and City Council regarding *environmental* matters that concern the City of Fairhope.

ARTICLE II. MEMBERSHIP

Section 1. **Members will be residents of Fairhope.** They will be interested in the *environmental* issues. Employees of *environmental* agencies or companies having economic interests in *environmental* matters will be welcome to attend board meetings and comment on issues under study.

Section 2. **The board will consist of nine (9) members. Members may be nominated by the Mayor, City Council or by other members.** Members will be appointed by the city council. **A member with unwarranted absence from three (3) regular meetings shall have resigned their appointment.**

Section 3. The City will assign a qualified employee to attend meetings and be responsible for taking meeting minutes to be distributed to members and other interested parties and maintain an up-to-date listing of members and their addresses. Other City employees with *environmental* responsibilities are urged to attend meetings.

Section 4. The Board may have sub-committees, such as Tree or Recycling Committees, which will each have its own chairman and appropriate objectives. Such sub-committees may meet separately as needed but will report their activities in regular monthly Board meetings.

Section 5. The City Council will appoint one Councilmember to attend Board meetings and/or keep informed of Board activities. At a minimum, the Councilmember will meet with the Board Chairman every three months to keep apprised of *environmental* issues under consideration.

ARTICLE III. OFFICERS AND MEETINGS

Section 1. The Chairman of the Board will be selected by majority vote of the members attending the first meeting of the year and may serve as long as the Board decides.

Section 2. The Chairman will organize and preside over meetings and appoint members to special sub-committees as needed to accomplish issues being addressed.

Section 3. A majority vote of attending members will be required before an issue is brought before the Mayor and City Council.

Section 4. The monthly meeting will be held at 3:00 p.m. on the second Friday of each month at a location determined by the Chairman. Other special meetings may be called as needed.

Ordinance No. ____
Page -2-

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

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

ADOPTED AND APPROVED THIS 28TH DAY OF SEPTEMBER 2020

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. 1541

**AN ORDINANCE TO AMEND ORDINANCE NO. 1435
THE BYLAWS OF THE
ENVIRONMENTAL ADVISORY BOARD**

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

Section 1. The Code of Ordinances, City of Fairhope, Alabama, Ordinance No. 1435, Chapter 2, Article III, Boards and Committees; Division 2. Environmental Advisory Board; Section 2-83 (d): Officers and meetings is hereby amended to reflect the following changes and additions:

Amend the following:

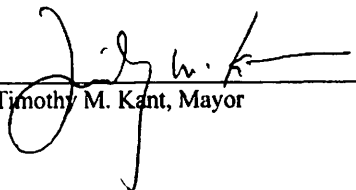
Section 2-83. Officers and Meetings.

- (a) The chairman of the board will be selected by majority vote of the members attending the first meeting of the year and may serve as long as the board decides.
- (b) The chairman will organize and preside over meetings and appoint members to special sub-committees as needed to accomplish issues being addressed.
- (c) A majority vote of attending members will be required before an issue is brought before the mayor and city council.
- (d) The monthly meeting will be held at 3:00 p.m. on the second Friday of each month at a location determined by the chairman. Other special meetings may be called as needed.

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 AND APPROVED THIS 13TH DAY OF JULY 2015


Timothy M. Kant, Mayor

ATTEST:


Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. 1435

**AN ORDINANCE TO REPEAL ORDINANCE NO. 1128
AND ORDINANCE NO. 1155 AND
TO ESTABLISH THE BYLAWS OF
THE FAIRHOPE ENVIRONMENTAL ADVISORY BOARD**

ARTICLE I. MISSION

The mission of this Board shall be to provide policy advice to the Mayor and City Council regarding environmental matters that concern the City of Fairhope.

ARTICLE II. MEMBERSHIP

Section 1. Members will usually be residents of Fairhope. They will be interested in the environmental issues. Employees of environmental agencies or companies having economic interests in environmental matters will be welcome to attend Board meetings and comment on issues under study.

Section 2. The Board will consist of 6 to 10 active members. Members may be nominated by the Mayor, City Council or by other members. Members will be appointed by the City Council.

Section 3. The City will assign a qualified employee to attend meetings and be responsible for taking meeting minutes to be distributed to members and other interested parties and maintain an up-to-date listing of members and their addresses. Other City employees with environmental responsibilities are urged to attend meetings.

Section 4. The Board may have sub-committees, such as Tree or Recycling Committees, which will each have its own chairman and appropriate objectives. Such sub-committees may meet separately as needed, but will report their activities in regular monthly Board meetings.

Section 5. The City Council will appoint one councilman to attend Board meetings and/or keep informed of Board activities. At a minimum, the councilman will meet with the Board Chairman every three months to keep apprised of environmental issues under consideration.

ARTICLE III. OFFICERS AND MEETINGS

Section 1. The Chairman of the Board will be selected by majority vote of the members attending the first meeting of the year and may serve as long as the Board decides.

Section 2. The Chairman will organize and preside over meetings and appoint members to special sub-committees as needed to accomplish issues being addressed.

Section 3. A majority vote of attending members will be required before an issue is brought before the Mayor and City Council.

Section 4. The monthly meeting will be held at 9 am on the second Wednesday of each month at a location determined by the Chairman. Other special meetings may be called as needed.

Ordinance No. 1435

Page -2-

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

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

ADOPTED AND APPROVED this 13th day of September 2010

Timothy M. Kant, Mayor

ATTEST:

Lisa A. Hanks, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 843
AN ORDINANCE TO AMEND CHAPTER 20, ARTICLE I,
IN GENERAL; SECTION 20-14 (1)
FAIRHOPE CODE OF ORDINANCES.

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

Section 1. The Code of Ordinances, City of Fairhope, Alabama, Ordinance No. 843, Chapter 20, Article I, In General, Section 20-14, is hereby amended to reflect the following changes and additions:

Section 20-14. Designated sidewalks as biking/walking/jogging pathways; areas of use, vehicles prohibited.

The "central business district," for the purposes of this section, is hereby defined to include all of the rights-of-way of the following streets and avenues, and to include all rights-of-way in blocks bounded thereby:

Morphy Avenue and Oak Avenue - East boundary of Bancroft Street to West boundary of Church Street.

Bancroft Street and Church Street - South boundary of Morphy Avenue to North boundary of Oak Avenue.

(1) The following sidewalks are hereby designated as pathways for use by bicycle riders and walkers or joggers:

South side of Fairhope Avenue from Bishop Road to west side of Greeno Road; north side of Fairhope Avenue to east side of Bancroft Street; east side of Bancroft Street to north side of Morphy Avenue; north side of Morphy Avenue to west side of Church Street; west side of Church Street to north side of Fairhope Avenue; north side of Fairhope Avenue to west side of South Mobile Street; west side of South Mobile Street to southern city limits and to Marriott Grand Hotel.

The Balance of Section 20-14 remains as written and codified.

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 immediately upon its due adoption and publication as required by law.

ADOPTED THIS 28TH DAY OF SEPTEMBER, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. 843

AN ORDINANCE TO DELETE SECTION 20-14, FAIRHOPE CODE OF ORDINANCES, AND REPLACE AS REWRITTEN

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALA, AS FOLLOWS:

SECTION ONE: Section 20-14 is hereby deleted in full and replaced to read as follows:

"Sec. 20-14. DESIGNATED SIDEWALKS FOR USE AS BIKING/WALKING/JOGGING PATHWAYS; AREAS WHERE SUCH USE, VEHICLES, PROHIBITED.

The CENTRAL BUSINESS DISTRICT, for the purposes of this section, is hereby defined to include all of the rights-of-way of the following streets and avenues, and to include all rights-of-way in blocks bounded thereby:

MORPHY AVENUE AND OAK AVENUE - East boundary of Bancroft Street to West boundary of Church Street.

BANCROFT ST. AND CHURCH ST. - South boundary of Morphy Avenue to North boundary of Oak Avenue.

- (a) The following sidewalks are hereby designated as pathways for use by bicycle riders and walkers or joggers:


South side of Fairhope Avenue from Bishop Road to west side of Greeno Road; North side of Fairhope Avenue to east side of Bancroft Street; East side of Bancroft Street to north side of Morphy Avenue; North side of Morphy Avenue to west side of Church Street; West side of Church Street to north side of Fairhope Avenue; North side of Fairhope Avenue to west side of South Mobile Street; west side of South Mobile Street to southern city limits and to Mariott Grand Hotel, except that bicycles may be pushed but not ridden on the pathway between Pier Avenue and Fels Avenue.

- (b) Except for designated pathways, it shall be unlawful for any person to ride a bicycle upon any public sidewalk within the Central Business District as hereinbefore defined.
- (c) Except for the designated Central Business District, it shall not be an offense for any person to ride a properly equipped bicycle in a lawful manner upon any other sidewalk within the corporate limits of Fairhope.
- (d) All bicycles operated upon the public streets or ways of the City shall be equipped and operated so as to comply with all other provisions of the Fairhope Code of Ordinances and with all requirements of State Law. Bicycle riders shall yield ~~the right-of-way to pedestrians on all pathways or traffic-ways in the City.~~ Violations by bicycle riders shall be subject to the same penalties generally as violations by other vehicle operators.

- (e) This section shall not be construed to permit the operation of any motor driven cycle or vehicle upon any street except in the designated traffic lanes for such vehicles.
- (f) It shall be unlawful for any person to skate or coast with roller skates, skate boards, wagons, scooters, or coasters upon any sidewalk within the Central Business District or upon any pathway designated for the use of walkers, joggers, or bicycle riders.
- (g) Nothing in this section shall be construed to prohibit the designation by the City Council of other pathways in the City, either within or without the Central Business District."

SECTION TWO: This ordinance shall take effect immediately upon its due adoption and publication as required by law.

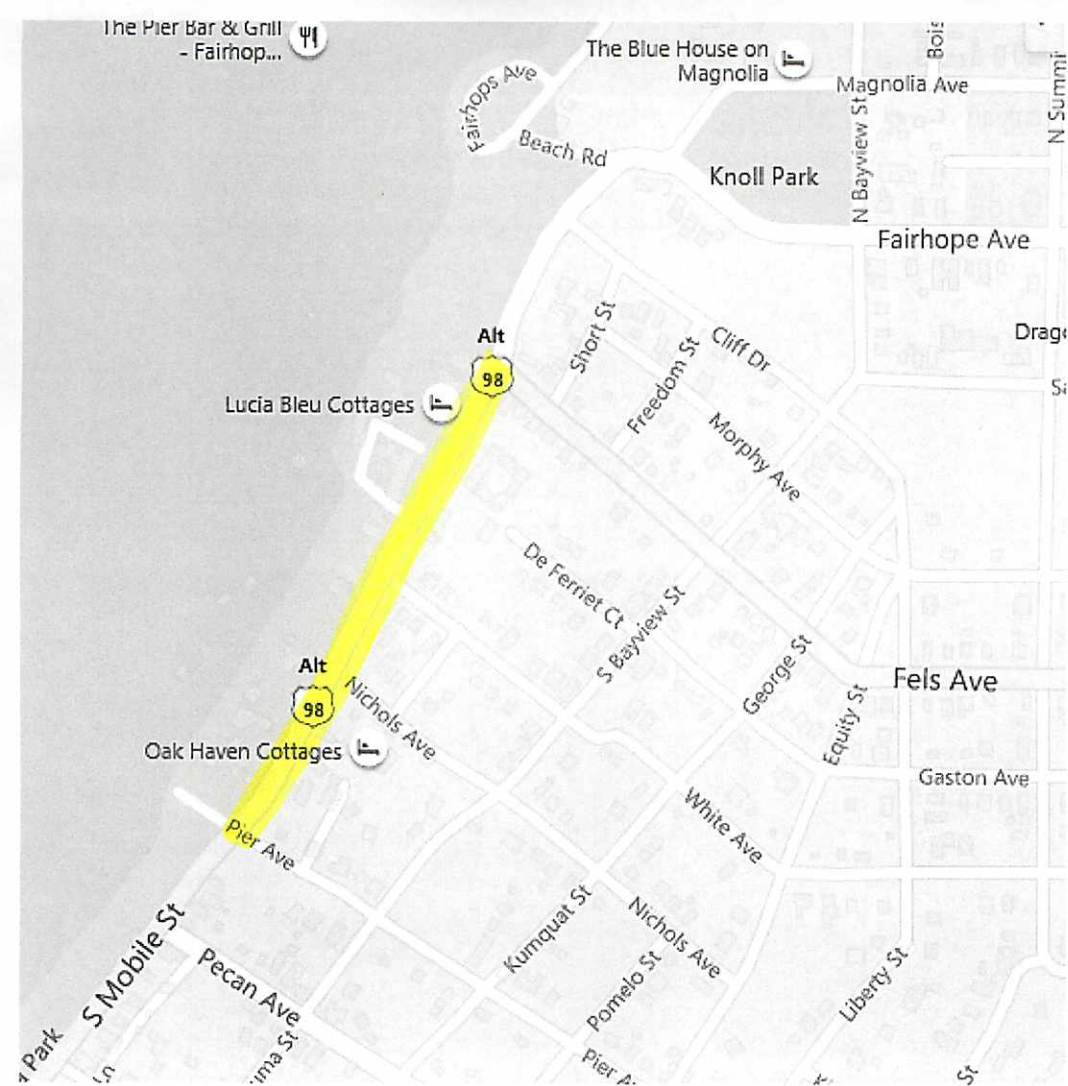
ADOPTED THIS 11th DAY OF September, 1989.


James P. Nix, Mayor

Attest

City Clerk

Ord. No. 843 Published in
EASTERN SHORE COURIER
on 9-12-89
E. Phillips City Clerk



Lisa A. Hanks, MMC

From: Richard Johnson
Sent: Thursday, September 10, 2020 9:07 AM
To: Lisa A. Hanks, MMC
Cc: Rosalie Stromme; Robert Brown; Mayor Karin Wilson; Karen Bung; Fairhope PED/Bike Committee
Subject: ES Trail on South Mobile - Bike Ped Request
Attachments: RoadChoking.pdf; Code 20-14.pdf; S Mobile EST Site Map 2020.pdf

Lisa:

Please see attached. The request/recommendation by the Committee (supported/sponsored by Councilman Brown) is:

1. Support the expansion of the concrete pathway width between Pier Avenue and Fels Avenue to encompass the current asphalt section on the roadway designated by the white line. In addition, this "road choking" modification to the concrete sidewalk would also serve to encourage drivers to adhere to slower speed limits along this South Mobile Street area. Authorize Staff to pursue funding opportunities – i.e. ESMPO, TAP, ADECA Recreational Trails, etc.
2. Rescind/delete the ordinance clause ".....except that bicycles may be pushed but not ridden on the pathway between Pier Avenue and Fels Avenue" once the concrete sidewalk expansion has been completed.

Thanks,

RDJ

Richard D. Johnson, PE
Public Works Director
richard.johnson@fairhopeal.gov
Office: 251-929-0360
Cell: 251-423-7418

Sec. 20-14. - Designated sidewalks as biking/walking/jogging pathways; areas of use, vehicles prohibited.

The "central business district," for the purposes of this section, is hereby defined to include all of the rights-of-way of the following streets and avenues, and to include all rights-of-way in blocks bounded thereby:

Morphy Avenue and Oak Avenue—East boundary of Bancroft Street to West boundary of Church Street.

Bancroft Street and Church Street—South boundary of Morphy Avenue to North boundary of Oak Avenue.

(1) The following sidewalks are hereby designated as pathways for use by bicycle riders and walkers or joggers:

South side of Fairhope Avenue from Bishop Road to west side of Greeno Road; north side of Fairhope Avenue to east side of Bancroft Street; east side of Bancroft Street to north side of Morphy Avenue; north side of Morphy Avenue to west side of Church Street; west side of Church Street to north side of Fairhope Avenue; north side of Fairhope Avenue to west side of South Mobile Street; west side of South Mobile Street to southern city limits and to Marriott Grand Hotel, except that bicycles may be pushed but not ridden on the pathway between Pier Avenue and Fels Avenue.

(2) Except for designated pathways, it shall be unlawful for any person to ride a bicycle upon any public sidewalk within the central business district as hereinabove defined.

(3) Except for the designated central business district, it shall not be an offense for any person to ride a properly equipped bicycle in a lawful manner upon any other sidewalk within the corporate limits of Fairhope.

(4) All bicycles operated upon the public streets or ways of the city shall be equipped and operated so as to comply with all other provisions of the Fairhope Code of Ordinances and with all requirements of state law. Bicycle riders shall yield the right-of-way to pedestrians on all pathways or trafficways in the city. Violations by bicycle riders shall be subject to the same penalties generally as violations by other vehicle operators.

(5) This section shall not be construed to permit the operation of any motor-driven cycle or vehicle upon any street except in the designated traffic lanes for such vehicles.

(6) It shall be unlawful for any person to skate or coast with roller skates, skateboards, wagons, scooters, or coasters upon any sidewalk within the central business district or upon any pathway designated for the use of walkers, joggers, or bicycle riders.

(7) Nothing in this section shall be construed to prohibit the designation by the city council of other pathways in the city, either within or without the central business district.

(Code 1962, §§ 13-22, 18-5; Ord. No. 843, § 1, 9-11-89)

N



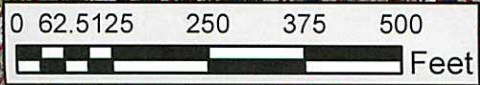
Restricted by Sec. 20-14.
"bicycles may be pushed
but not ridden on the
pathway between Pier
Avenue and Fels Avenue.

**Bike Ped Committee
Eastern Shore Trail
Location Map**

- Road Centerlines
- ▭ Parcels

1800 Linear Feet of
Restricted Sidewalk

Existing Sidewalk Is
6-Foot Wide and abuts
the back of curb



September 10, 2020

Richard Johnson

Director, City of Fairhope Public Works Department

Dear Mr. Johnson:

At the September 2020 meeting of the Fairhope Pedestrian & Biking Committee, we discussed the safety issues associated with four specific blocks of the Eastern Shore Trail, i.e. those blocks on the pathway between Pier Avenue and Fels Avenue. This issue was brought to our attention by minor confrontations between pedestrians and bikers who have both been using the narrowed section of this pathway at the same time.

In the City of Fairhope Ordinance Sec. 20-14, there is a clause that states the following:

“The following sidewalks are hereby designated as pathways for use by bicycle riders and walkers or joggers:except that bicycles may be pushed but **not ridden** on the pathway between Pier Avenue and Fels Avenue.”

This clause obviously was an attempt to address citizen/visitor safety along this four block section due to intrusions of various obstructions along the sidewalk such as utility poles, etc. The problem comes in that there is no on-pathway notification to bikers instructing them to comply with this city ordinance by pushing their bikes for these specific four blocks instead of riding them. There is a narrow strip of asphalt along the western edge of South Mobile Street which has been used by bikers to circumvent the pedestrian traffic along the sidewalk however this too presents safety concerns:

- a) Often, parents are pushing their children’s strollers in this asphalt area such that bikers would have no place to ride other than in the actual street impeding vehicle traffic.
- b) This narrow strip of asphalt is only located on the western side of South Mobile Street such that northbound bikers meet southbound bikers head-on as well as riding against vehicle traffic.

- c) It does not appear safe to encourage children with bikes to leave the pathway and ride on the asphalt section of the road in very close proximity to passing vehicle traffic.

At the Fairhope Pedestrian & Biking Committee meeting, we reviewed possible solutions for this safety issue. Based on your suggestion, we are requesting the following changes:

1. Expand the concrete pathway width between Pier Avenue and Fels Avenue to encompass the current asphalt section on the roadway designated by the white line. In addition, this "road choking" modification to the concrete sidewalk would also serve to encourage drivers to adhere to slower speed limits along this South Mobile Street area.
2. Rescind/delete the ordinance clause ".....except that bicycles may be pushed but not ridden on the pathway between Pier Avenue and Fels Avenue" once the concrete sidewalk expansion has been completed.

The Eastern Shore Trail is an enjoyable amenity to all Fairhophians and an attractive enticement to visitors coming to our area. Thank you for considering the Fairhope Pedestrian & Bicycle Committee's request to make our city safer for citizens and visitors.

Respectfully submitted,

Rosalie Stromme

Member, Fairhope Pedestrian & Bicycle Committee

rcstromme@att.net / 303-229-5687

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council hereby approves and authorizes Mayor Karin Wilson to execute a Memorandum of Understanding (“MOU”) between the Baldwin County Commission, Baldwin County Sheriff’s Office, Baldwin County Public Schools (Baldwin County Board of Education) and the City of Fairhope regarding the School Resource Officer (“SRO”) Program at Baldwin Public Schools. The MOU shall be in effective as of August 12, 2020 and shall remain in effect for a period of two (2) years from the effective date. The Baldwin County Public Schools will pay up to Fifty Thousand Dollars (\$50,000.00) per year for SROs in the public schools within the Municipality for SRO salaries, FICA, employer’s contribution to retirement, health insurance, health benefits options or payments made in lieu thereof, unemployment, training related to SRO programs only, benefits, and insurance.

Adopted on this 28th day of September, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk



**COUNTY COMMISSION
BALDWIN COUNTY**

312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 937-0264 Main
(251) 580-2500 Fax

www.baldwincountyal.gov

Anu Gary
Administrative Services Manager
agary@baldwincountyal.gov
(251) 580-2564

Monica English
Assistant Administrative Services Manager
mtaylor@baldwincountyal.gov
(251) 580-1696

August 28, 2020

The Honorable Karin Wilson
Mayor
City of Fairhope
P.O. Drawer 429
Fairhope, Alabama 36533

**RE: Memorandum of Understanding - School Resource Officer (SRO) Programs at
Baldwin County Public Schools**

Dear Mayor Wilson:

The Baldwin County Commission, during its regularly scheduled meeting held on August 18, 2020, approved the *Memorandum of Understanding (MOU)* between the Baldwin County Commission, Baldwin County Sheriff's Office, Baldwin County Public Schools (Baldwin County Board of Education) and the following municipality/police department in Baldwin County, Alabama, which outlines the purpose, goals, objectives and procedures for the administration of the School Resource Officer Program within each respective municipality:

City of Fairhope

This *Memorandum of Understanding* shall be effective as of August 12, 2020, and shall remain in effect for a period of two (2) years from the effective date, unless any party elects to terminate the *MOU* by giving one hundred eighty (180) days written notice of such termination to the other parties. The *Memorandum of Understanding* shall be reviewed annually and may be amended by the written agreement of the parties.

Enclosed is the **original** *Memorandum of Understanding*. Please execute and return the *MOU* to this office to the attention of Commission Administration Staff. A **fully executed copy** of the *MOU* will be returned to you for your file.

If you have any questions or need further assistance, please do not hesitate to contact Sheriff Huey Hoss Mack, at (251) 937-0210.

Sincerely,

MONICA ENGLISH
Assistant Administrative Services Manager
Baldwin County Commission

ME/vk Item BJ3

cc: Sheriff Huey Hoss Mack
Connie Dudgeon

ENCLOSURE(S)

**MEMORANDUM
OF
UNDERSTANDING**

between

BALDWIN COUNTY COMMISSION
BALDWIN COUNTY SHERIFF'S OFFICE
BALDWIN COUNTY PUBLIC SCHOOLS

and

CITY OF FAIRHOPE

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is executed between the Baldwin County Commission (the “Commission”), the Baldwin County Sheriff's Office (the “BCSO”), the Baldwin County Public Schools, by and through the Baldwin County Board of Education (the “BCPS”) and the City of Fairhope, Alabama (the “Municipality”), effective the last date executed below.

WHEREAS, the Commission, BCSO, BCPS, and the Municipality have agreed to work together to provide assistance in the establishment of School Resource Officer ("SRO") Programs at the public schools within Baldwin County, and, pursuant to this MOU, within the unincorporated areas of Baldwin County; and

WHEREAS, the Municipality and the BCPS desire to provide funding and personnel for the SRO Program within the Municipality; and

WHEREAS, the BCSO and the Commission desire to provide administrative assistance for the SRO Program within the Municipality as set forth in this MOU; and

WHEREAS, the Commission, BCSO, BCPS and the Municipality deem it expedient to adopt the following purpose, goals, objectives, and procedures for the administration of the School Resource Officer Program within the Municipality.

NOW, THEREFORE, THE PREMISES CONSIDERED, for and in consideration of the mutual covenants and undertakings hereinafter recited, and other good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby expressly acknowledged for all purposes of this MOU, the parties acknowledge and agree as follows:

PART I

PURPOSE

A. This MOU represents the mutual goals and objectives of the Municipality and the BCPS for the SRO Program, an endeavor which is a collaborative effort between education and law enforcement to address the epidemic growth of violence in schools.

B. An effective education program requires a safe and orderly environment where teachers feel safe to teach and students feel safe to learn. It also requires that parents feel safe in sending their children to our schools. Consequently, the BCSO and the Municipality, in collaboration with BCPS and with administrative assistance and funding by the County, conduct the SRO Program to provide school administrators and staff with law enforcement resources and expertise they need to maintain safety, order, and discipline in the school environment.

C. The School Resource Officer Program involves the assignment of a police officer to a public school as a SRO. In accordance with staffing availability and the demonstrated needs of the school, the Municipality will select and assign a SRO to campuses within the corporate limits of the Municipality, which include Fairhope High School, Fairhope Middle School, Fairhope East Elementary, Fairhope West Elementary and J. Larry Newton Elementary. SROs will maintain a presence at all public schools within the Municipality.

D. The SROs perform three different roles while operating inside public schools: they perform the duties of an APOST certified law enforcement officer, an informal counselor, and an instructor of law related and safety classes.

E. The SRO Program is intended to help protect students at school. This is achieved, in part, by the assignment of SROs to work within the public schools. Additionally, it is important to establish, maintain, and update specific guidelines and procedures to be followed by the SRO and individual school administrators. This Memorandum of Understanding clarifies the roles of the SROs and school administrators, their scope of their authority, and the responsibilities of the Baldwin County Public Schools and Municipality in this collaboration. The success of the program relies on effective communication between the SRO, the principal, and other key staff members of each organization. The BCSO and Commission have agreed to provide administrative assistance to the BCPS, and the Municipality related to the payments to be made by the BCPS to the Municipality pursuant to this Agreement.

PART II

GOALS

The Municipality's goal is to assist in providing a safer and more secure environment while creating a more favorable perception of law enforcement by students, parents, faculty, and ancillary personnel within the schools. Additionally, it is the mission of the Municipality to foster an environment where schools are safe places in which students can learn and teachers and ancillary personnel can teach and work.

The pursuit of the following objectives can help achieve these goals:

A. Maintain the presence of highly trained, armed, and sworn law enforcement officers serving as SROs who can immediately engage and mitigate any outside threat or internal threat to our schools. The SROs will also be able to immediately engage and contain a threat until additional law enforcement resources arrive and deploy to mitigate a threat. The SRO will take law enforcement action as required against intruders and unwanted guests who may appear at the school in accordance with applicable state law.

B. Decrease the number of major disciplinary incidents on campus. This includes, but is not limited to, drug possession/distribution, gang membership, alcohol and tobacco possession and use, theft, vandalism, weapons possession, fighting, harassment, truancy, and sexual offenses. The promotion of self-discipline and respect for the law by the SRO will aid in the reduction of these incidents. Also, these incidents will be decreased, in part, through direct intervention and enforcement activities.

C. Provide a deterrent to unacceptable behavior through the SRO's presence, visibility, and accessibility.

D. Aid in the review and participation in the school's Emergency Operation Plans and/or Safety Plans and/or the Municipality's Police Department response plan and in the implementation of the plans based on the circumstances.

E. Aid in his/her capacity as a sworn law enforcement officer to assist school personnel in any disciplinary or law enforcement matter.

F. Provide educational instruction in the areas of crime prevention, safety, conflict, resolution, restorative justice, and/or crime awareness. This information will encourage students to become more self-disciplined and voluntarily obey the laws of the State of Alabama and the rules of the Baldwin County Public Schools.

G. Reduction in juvenile delinquency.

H. Encourage students to show greater respect for other students. The result of this mentorship will be apparent by a reduction in serious disciplinary incidents, violent incidents, threats, and intimidation of other students.

I. Encourage students to develop positive attitudes toward law enforcement officers, teachers, parents, and all authority figures.

J. Encourage students to be more proficient in setting appropriate internal and external boundaries in interpersonal and group relationships.

K. An improvement in trust, communication, collaboration and mutual understanding between school officials, staff, students, parents, the SRO, and other law enforcement officers. This will create an atmosphere in which:

1. Students, parents, and school officials feel free to utilize the services of the SRO, the Municipality and its Police Department.
2. Students, school officials, parents, and other family members will contact the SRO or other law enforcement officers when situations require crime intervention or prevention.
3. Understanding and a cooperative spirit toward law enforcement increases and filters into the community.
4. SROs will be able to rely on the increased assistance and cooperation of citizens in preventing or reporting criminal activity in the community.
5. SROs may contribute input towards the further development of school policies that address crime and recommendations for possible procedural changes to enhance school safety.
6. SROs work with BCSO and other municipal SRO Programs/community outreach units to help network and keep all our schools as safe as possible.
7. The SRO Supervisor works in partnership with BCPS's Prevention and Support Services Director to help maintain and foster a cooperative effort by all parties and promote a uniform approach for safety.

PART III

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS

A. The Municipality will employ one (1) SRO per public school within the Municipality as set forth in this MOU. The BCPS will pay up to Fifty Thousand and no/100 Dollars (\$50,000.00) per year for each SRO to the Municipality for SRO salaries, FICA, employer's contribution to retirement, health insurance, health benefits options or payments made in lieu thereof, unemployment, training related to SRO programs only, benefits, and insurance.

B. On or before October 10, 2020, and the tenth (10th) day of January, April, July, and October of each year thereafter, the Municipality shall submit invoices to BCPS for the previous three (3) months of service provided by the Municipality pursuant to this MOU, and a copy of the invoices shall be submitted to the BCSO for approval, along with any other forms or documentation required by the BCSO.

C. The BCPS shall transfer to the Commission an amount sufficient to pay all invoices submitted by the Municipality for the previous three (3) months services provided by the Municipality pursuant to this MOU.

D. The Municipality agrees to provide pay and employment benefits in accordance with the applicable salary schedules and employment practices of the Municipality, including but not necessarily limited to sick leave, annual leave, retirement compensation, and all other applicable employment benefits. The SROs shall be subject to all other personnel policies and practices of the Municipality except as such policies or practices may have to be modified to comply with the terms of this MOU.

E. The SROs shall be the employees of the Municipality and shall be subject to the administration, supervision, and control of the Municipality. The Municipality, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs.

F. For purposes of this MOU, the SRO's supervisory shall be _____ . The Municipality is responsible for assigning and supervising the SRO's hours and schedule in compliance with all applicable state and federal laws. Specific SRO duty hours at a particular school shall be set by mutual agreement between the BCPS, at the direction of the principal of the school to which the officer is assigned, and the Municipality, by the supervisor in charge of the SRO program. Generally, the SRO's duty schedule will be arranged to provide coverage throughout the school day, including peak arrival and departure times before and after school, and, whenever possible, patrolling the exterior and interior grounds during the opening and closing of school and during lunch periods.

PART IV

DUTIES AND RESPONSIBILITIES

A. SRO

1. The SRO is a sworn law enforcement officer assigned to provide the law enforcement

expertise and resources to assist school staff in maintaining safety, order, and discipline within their assigned school(s). To be an SRO, an officer must first meet all the following basic qualifications:

- a. Shall be a commissioned officer, certified by the Alabama Peace Officers' Standards and Training Commissions as a law enforcement officer, whose certification is in good standing and who has successfully completed active shooter training approved by the Alabama State Law Enforcement Agency.
 - b. Shall possess a sufficient knowledge of the applicable federal and state laws, local, city and county ordinances and Board of Education policies and regulations.
 - c. Shall be capable of conducting in depth criminal investigations.
 - d. Shall possess an even temperament and set a good example for students; and
 - e. Shall possess communication skills which would enable the officer to function effectively within the school environment.
2. The SRO will maintain safety, order, and discipline within their assigned school(s). The SRO will be considered an active member of the administrative team in his/her assigned school(s).
 3. The SRO will maintain office space as space becomes available at each school, will stay highly visible throughout the campus of each school, and will respond to law enforcement needs of each school.
 4. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the Municipality's Police Department. In an emergency, the school shall call 911 and notify the SRO. In a non-emergency situation, the school should notify the SRO or call the Municipality's non-emergency Police Department number if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.
 5. The SRO will provide educational instruction and serve as mentor and role model in matters pertaining to behavioral issues and the criminal justice system.
 6. The SRO's immediate supervisor and chain of command in the Municipality's Police Department will be followed when the SRO has questions or needs advice. However, on the rare occasion that any member of that chain of command is unavailable, communication should filter to the supervisor left in charge by the Municipality's Chief of Police, or his designee.
 7. The SRO shall wear the uniform required by the Municipality and operate a marked

cruiser while on duty, unless otherwise authorized by the supervisor for a specific purpose. The SRO provides a visible deterrent to crime and a positive representative of the Municipality's Police Department to students and staff.

8. The SRO will be responsible for the preparation of lesson plans to be presented to the immediate supervisor. The plans will be approved by the chain of command and the school administration before implementation. Topics of instruction will include crime prevention and safety, conflict resolution, restorative justice, and crime awareness, as well as other approved topics. Any brochures or other materials that will go out for dissemination to the public about the SRO program will be approved by the SRO supervisor and the Municipality's Police Department chain of command.
9. A patrol officer or officers from the Municipality's Police Department will respond to calls when the SRO is unavailable due to teaching a class or any other unavailability. Investigators should attempt to coordinate with the SRO before contact is made with suspect students.
10. The SRO will work closely with the administrative staff on the enforcement of criminal laws. This will be pursued in a fair and consistent manner. The teamwork approach between the schools and the SRO will be used, but the final decision to arrest is that of the SRO. Communication and cooperation between the schools and the Municipality will be accomplished through the use of the SRO program. However, the SRO's chain of command and ultimate supervision is always within the Municipality's Police Department.
11. The SRO Supervisor shall ensure that open lines of communication are in place between the schools and the Municipality. The principals of each campus and the SRO supervisor should meet when issues arise with the SRO's performance, and the SRO Supervisor shall address any concerns regarding the performance of the SRO. Principals may provide information to the Municipality related to the selection of a new SRO to determine any special needs or concerns of the campus which the Principal believes should be taken into consideration in the selection of a new SRO. However, the final selection of the SRO is the decision of the Municipality.
12. Each SRO is responsible for maintaining his or her law enforcement officer certification in good standing and annually completing and passing the firearm requalification required of all law enforcement officers by the Alabama Peace Officers' Standards and Training Commission. The Municipality is responsible for overseeing and ensuring compliance with the above.
13. Each SRO must carry a non-lethal weapon and must be trained in the appropriate use of that non-lethal weapon. The Municipality is responsible for overseeing and ensuring compliance with such training.
14. The Municipality will administer, supervise, and evaluate the SRO position with input from the Superintendent and the Administration of prescribed schools.

B. School Principal

1. It is the responsibility of the principal to facilitate effective communications between the SRO and the school staff. The principal of the school shall meet regularly with the assigned SRO. This meeting shall not be delegated to other administrative staff on a regular basis.
2. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the SRO or the Municipality's Police Department if the SRO is not available. In an emergency, the school shall call 911 and notify the SRO. In a non-emergency situation, the school should notify the SRO or call the Municipality's non-emergency Police Department number, if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.
3. Subject to applicable laws, rules and regulations, the principal and school employees should assist the SRO in gathering evidence related to a criminal enforcement action. A criminal enforcement action taken by the SRO which results in the charging of a student with a crime should be supported by the principal and/or school employees by their appearance in court, when necessary, to provide testimony essential to the case. If the principal or the school employees have a question or concerns regarding the actions to be taken by them in a given matter, they should contact their supervisors to address their questions or concerns and/or seek instruction from the BCPS.
4. The school shall provide a work area for the SRO that is equipped with a telephone. It is recommended that the area have a locked storage area for securing contraband recovered by school staff. The SRO shall be responsible for arranging for the destruction of any illegal substances that will not be used for prosecution.
5. The principal shall meet twice yearly with the SRO Supervisor, and at other times at the request of either party when needed, to ensure adequate communication between the school and the Municipality. Upon request, the school shall provide information to the SRO Supervisor to assist in preparing for the annual evaluation of the SRO's performance. Principals are also encouraged to consult with the SRO Supervisor prior to the selection of a new SRO to share any relevant information on the needs or concerns of the particular school.
6. The BCPS shall provide in-service training, when available, to the SROs in topical areas which will increase the effectiveness of the officers and their ability carry out their duties and responsibilities within the public-school system.

C. Baldwin County Sheriff's Office

1. The Baldwin County Sheriff, or his designee, shall review the invoices submitted by the Municipality to the BCPS on a quarterly basis pursuant to this MOU. Upon approval of the invoices, the Sheriff, or his designee, shall provide written approval and an order to

pay to the Baldwin County Clerk/Treasurer and the BCPS.

2. The BCSO shall have no responsibility for the implementation or operation of the SRO Program pursuant to this MOU, and the BCSO is merely providing administrative assistance pursuant to this MOU and shall incur no liability to any party pursuant to this MOU.
3. The BCSO shall have authority to prepare any forms deemed necessary which shall be completed and submitted by the Municipality along with the invoices.

D. Baldwin County Commission

1. Upon receipt by the Baldwin County Clerk/Treasurer of the written approval of the invoices and order to pay issued by the Sheriff, or his designee, and upon receipt of funds from the BCPS for the payment of the invoices, the Clerk/Treasurer shall issue a check to the Municipality as payment for the approved invoices.
2. The Commission shall have no responsibility for the implementation or operation of the SRO Program pursuant to this MOU, and the Commission is merely providing administrative assistance pursuant to this MOU and shall incur no liability to any party pursuant to this MOU.

E. Baldwin County Public Schools

1. On or before October 10, 2020, and the tenth (10th) day of January, April, July and October of each year thereafter, the BCPS shall transfer to the Commission an amount sufficient to pay all invoices submitted by the Municipality for the previous three (3) months services provided by the Municipality.
2. The funds will be paid to the Municipality in accordance with the terms of this MOU.

PART V

SRO INVESTIGATION AND QUESTIONING

A. The SRO, like any other law enforcement officer, has the authority to stop, question, interview, and take law enforcement action without the prior authorization of the principal or contacting parents.

B. The principal, or his/her designee, shall be notified as soon as practical of any significant enforcement events. SROs should coordinate activities so that action between the agencies is cooperative and in the best interest of the school and public safety.

C. The SRO shall inform the SRO Supervisor along with the Criminal Investigative Division of the Municipality's Police Department of any crime(s) or leads that come to the attention of the SRO. The SRO should be kept advised of all investigations that involve students from his/her assigned schools.

PART VI

ARREST PROCEDURES

SROs are expected to be familiar with the school rules and their application within school. Routinely, rule infractions will not be handled as violations of law, but instead referred to the principal for action. Any questions related to the enforcement of rules versus violations of the law within the school should be discussed with the principal. This specifically applies to general standards of conduct.

The following procedures will be followed when arrest of students or staff becomes necessary:

A. Persons whose presence on school grounds has been restricted or forbidden or whose presence is in violation of the law may be arrested for trespassing. If the trespass is not witnessed by the SRO or other law enforcement officer, then the SRO will follow the Municipality's Police Department procedures to address the matter.

B. The arrest of a student or member of the staff during school hours or on school grounds shall be reported to the school principal as soon as practical.

C. After an arrest, the SRO will be responsible for the arrest paperwork and transporting the arrestee, juvenile or adult).

PART VII

SEARCH AND SEIZURE

A. School officials may conduct searches of a student's property and person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is reasonable suspicion, which is less than probable cause. (*New Jersey v. T.L.O.*, 469 U.S. 325 (1985)).

B. The SRO shall not become involved in administrative (school related) searches unless specifically requested by the school to provide security, protection, or for handling of contraband. These searches must be at the direction and control of the school official. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the school administration act as his or her agent unless exigent circumstances exist.

C. Any search by an SRO or deputy shall be based upon probable cause, and when required, a search warrant should be obtained. Stop and frisk will remain an option when there is reasonable suspicion that a criminal act has been committed or may be committed or the suspect may be armed.

PART VIII

ADMINISTRATIVE HEARINGS

A. The SRO shall attend suspension and/or expulsion hearings upon request of the school principal. The officer shall be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed by the SRO. The SRO shall make available any physical evidence. Unless otherwise arranged, it will be the responsibility of the SRO to transport and safeguard any physical evidence, such as weapons that are needed at the disciplinary hearing.

B. The SRO shall not provide any official law enforcement document or juvenile record to the school or expulsion officer. As a general rule, release of such information is prohibited by law unless such documents are subpoenaed by the school through the appropriate court.

C. When a subpoena for official records, reports, or documents for an administrative school hearing are received by the Municipality, any action will be coordinated by the SRO Supervisor who will be prepared to brief the chain of command and the Municipality's Chief of Police regarding the case.

PART IX

RELEASE OF STUDENT INFORMATION

SROs will be provided access to records concerning any pupil enrolled in a school in accordance with all applicable State and Federal laws and regulations including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA").

PART X

RELEASE OF LAW ENFORCEMENT INFORMATION

Consistent with the basic tenets of relationship between the school principal and the SRO, open communication is essential for an effective SRO Program. Subject to applicable law, SROs should exchange information with the school principal regarding students' involvement in criminal activity in and around the school. This exchange of information shall be limited to that which directly relates to and contributes to the safety of the school environment. SROs shall not make any official documents, reports, or records available to the school or its staff. In accordance with applicable law, the Juvenile Court notifies the School Superintendents of any petitions against school students for selected offenses. The Administration, in turn, notifies the appropriate school principal in each case.

PART XI

ADDITIONAL TERMS

A. Regular meetings shall be conducted between the Municipality and the BCPS's Office of Prevention and Support Services to support this program.

B. This MOU shall be effective as of August 12, 2020, and shall remain in effect for a period of two (2) years from the effective date, unless any party elects to terminate the MOU by giving one hundred eighty (180) days written notice of such termination to the other parties. This

MOU shall be reviewed annually and may be amended by the written agreement of the parties.

C. There are no third-party beneficiaries of this MOU, and this MOU shall not be construed to create or substantiate any right or claim on the part of any person or entity which is not party hereto.

SIGNATURE PAGES TO FOLLOW

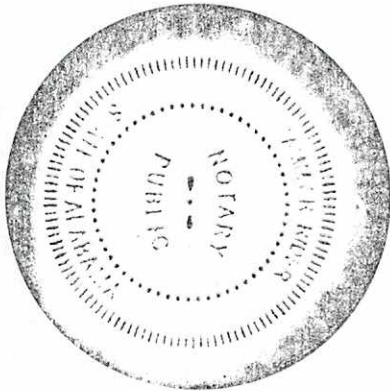
BALDWIN COUNTY SHERIFF'S OFFICE

Huey "Hoss" Mack / 8/14/20
Huey "Hoss" Mack, Sheriff Date

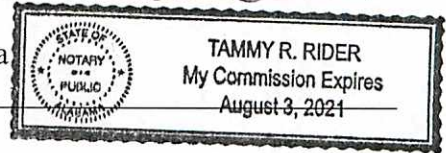
STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Huey "Hoss" Mack, whose name as Baldwin County Sheriff, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14 day of August, 2020.



Tammy R. Rider
Notary Public,
Baldwin County, Alabama
My Commission Expires:



TAMMY R. RIDER
My Commission Expires
August 3, 2021



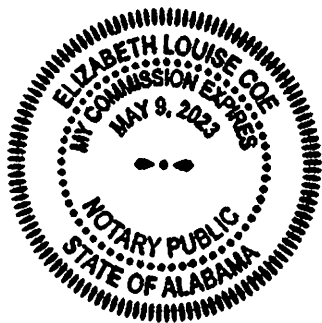
**BALDWIN COUNTY PUBLIC SCHOOLS,
by and through the Baldwin County Board of Education**

Eddie Tyler / 8/20/2020
Eddie Tyler, Superintendent / Date

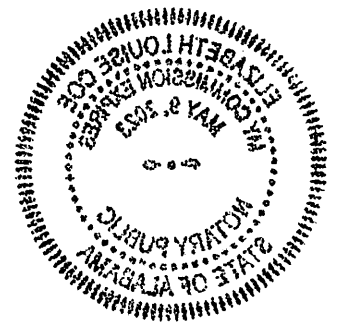
STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Eddie Tyler, whose name as Superintendent of the Baldwin County Board of Education, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Board of Education.

Given under my hand and official seal this 20th day of August, 2020.



Elizabeth Louise Coe
Notary Public,
Baldwin County, Alabama
My Commission Expires: 5/9/2023



CITY OF FAIRHOPE, ALABAMA

_____/_____
Karen Wilson, Mayor / Date

ATTEST: _____
Lisa A. Hanks, City Clerk

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Karen Wilson, whose name as Mayor of the City of Fairhope, Alabama, and Lisa A. Hanks, whose name as City Clerk of the City of Fairhope, Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, they, as such officers and with full authority, executed the same voluntarily for and as the act of said City.

Given under my hand and official seal this _____ day of _____, 2020.

Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY COMMISSION

_____/_____
Billie Jo Underwood / Date
Chairman

ATTEST:

_____/_____
Wayne Dyess / Date
County Administrator

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Billie Jo Underwood, whose name as Chairman of the Baldwin County Commission, and Wayne Dyess, whose name as County Administrator of the Baldwin County Commission, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and official seal this _____ day of _____, 2020.

Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

RESOLUTION NO. _____

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

[1] That the City of Fairhope did request and solicit Quotes for Repair Work of Channel Beams to the Bridge at County Road 13 over Cowpen Creek.

[2] After evaluating the Quotes with the required specifications, Allstop Waterproofing, LLC is now awarded the Repair Work of Channel Beams to the Bridge at County Road 13 over Cowpen Creek with a total cost of \$14,481.00.

DULY ADPOTED ON THIS 28TH DAY OF SEPTEMBER, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 9/17/2020

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award the repair work of channel beams to the bridge at County Road 13 over Cowpen Creek to Allstop Waterproofing, LLC

Project Location: County Rd 13 over Cowpen Creek

Presented to City Council: 9/28/2020

Resolution # :
Approved _____

Funding Request Sponsor: Richard Johnson, Public Works Director
Arthur Bosarge, Assistant public Works Director
George Ladd, Supervisor Streets/Construction

Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 14,481.00

\$ _____

Vendor: Allstop Waterproofing, LLC

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Sewer Gas Tax Cap Prod Impact Health

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 ~~Street-35~~ Sanitation-40
Fac Maint-45 Golf-50 Golf Grounds-55 Museum-70 Debt Service-85 Marina-34 Plan/Zone

Project will be:

Funding Source:

Expensed _____
Capitalized XXX
Inventoried _____

Operating Expenses _____
Budgeted Capital _____
Unfunded XXX

Expense Code: 001350-50475
G/L Acct Name: Capital Improvements

Grant: \$0.00 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: \$ 14,481.00

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

Comments: _____

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 9/14/2020

Purchasing Memo Date: 9/14/2020

Delivered To Date: 9/17/2020

Request Approved Date: 9/17/2020

Request Approved Date: 9/17/2020

Approved Date: _____

Signatures: Kim Creech
Kim Creech

Jill Cabaniss
Jill Cabaniss, MBA

Kenn Wilson
Mayor Kenn Wilson



MEMO

Karin Wilson
Mayor

To: Kimberly Creech, Treasurer

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

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

Date: September 14 2020

Lisa A. Hanks, MMC
City Clerk

Re: **Placing on City Council agenda to approve award of unbudgeted work for Channel Beam Repair of County Road 13 Bridge**

Kimberly Creech
Treasurer

After soliciting quotes from qualified vendors, Public Works Director, Richard Johnson, requests approval to award the repair work of channel beams to the bridge at County Road 13 over Cowpen Creek.

Four Proposals were solicited and one was obtained. The Director of Public Works, Richard Johnson, recommends the award be made to ALLSTOP Waterproofing, LLC of Pensacola, FL with the following quotes:

Lump Sum \$14,481.00

Please compose a greensheet for request to award work of repairing the channel beams on the bridge on County Rd 13 over Cowpen Creek in the amount of \$14,481.00.

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

Cc: File, R. Johnson, A. Bosarge, G. Ladd, Randy Weaver

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

COUNTY ROAD 13 BRIDGE – CHANNEL BEAM REPAIR
City of Fairhope Public Works Project No. 2020-PWI 007
Scope of Work & Quote Response:

DETAILS:

Bridge: County Road 13 Over Cowpen Creek, Fairhope, AL

BIN: 019955

Element: Channel Beam 8 at Span 2

This is a request for Public Works quotes for all equipment, tools, labor, materials and incidentals necessary to conduct the repair of spalling along the keyway of channel beam 8, span 2, using the specified flexible, abrasion and impact resistant joint nosing mortar system. Work will include, but not limited to temporary traffic control, saw-cutting concrete, chipping out concrete, cleaning & preparing void space and mixing & placing joint nosing mortar along the channel beam keyway. The quoting contractor shall be an authorized service provider of the specified system and will be able to warranty the product and work performed.

Channel Beam Repair Lump Sum Quote: \$ 14,481.00
Contractor Name: Allstop Waterproofing, LLC
Address: PO Box 12801
City: Pensacola State: FL Zip: 32591
Contact Name: David B. Lane Phone: 850-429-1624

Notes:

1. Entails all equipment, tools, labor, materials and incidentals conduct the repair of spalling along the keyway of channel beam 8, span 2, using the specified flexible, abrasion and impact resistant joint nosing mortar system - Bridge on County Road 13 (south of Twin Beech), Fairhope, AL.
2. Work consists of but is not limited to temporary traffic control, saw-cutting concrete, chipping out concrete, cleaning & preparing void space and mixing & placing joint nosing mortar along the channel beam keyway.
3. Contractor will be required to be Licensed, Bonded, and Insured - including workman's compensation for General and any Subcontractors. Documents will be required at time of quote acceptance and prior to letting.
4. Work must be completed 15 calendar days from the "Notice to Proceed" date.
5. Enclosed plans and quantities are "good faith" estimates only. Prior to submitting quotations contractor should field measure and verify all elements of the work.
6. Mobilization, demobilization, demolition, prep, cleaning, debris disposal, site work and all in situ site conditions encountered by the quoting contractor shall be consider a subsidiary obligation of the LS price quoted above.
7. Quotes will be treated and considered as "lump sum" bids for all described work.
8. Only one pay request will be accepted and processed upon final acceptance of work.
9. Questions, inquiries, and requests for clarification should be directed to Richard D. Johnson, PE; Director of Public Works: Phone - (251) 929-0360; Email richard.johnson@fairhopeal.gov
10. Quotes must be received by 2:00 PM - Friday, September 4, 2020 at the Purchasing Department; Attn: Dee Dee Brandt, Purchasing Manager; 555 South Section Street; Fairhope, Alabama 36532

GENERAL CONDITIONS, SPECIAL PROVISIONS and SUPPLEMENTAL SPECIFICATIONS

1. **SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION:** The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54).

The contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operations.

2. **DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:** It is the intent of the Public Works Director to construct the within described improvements in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, most current edition. Said specifications shall be hereafter referred to as the Highway Department Specifications.

All provisions enumerated in the Highway Department Specifications shall be complied with, except as otherwise revised herein. Where certain modifications in said specifications appear in these specifications, only the modifications apply; otherwise, the standard specifications apply.

In said specifications where the words State of Alabama, Governor, State Highway Department, Director, etc., appear, substitute the Owner. Where the word Engineer appears, it shall mean Public Works Director. Where the words Testing Laboratory and/or Laboratory appear, it shall mean the particular Testing Laboratory retained by the Owner for this work.

3. **DEPARTMENT OF TRANSPORTATION DRAWINGS:** Where State of Alabama Department of Transportation Alabama Standard Drawings are applicable for the work required, they shall be considered as part of the plans, and copies of required drawings will be afforded the Contractor for construction purposes.
4. **PROJECT SITE:** The Contractor shall keep the project site clean at all times. No loose dirt or stockpiles shall be left in areas other than those areas approved by the Public Works Director. The Public Works Director may require the Contractor to clean up any portion of the Project as he deems necessary.
5. **MATERIALS:** The Contractor agrees to comply with, and to require the compliance of all subcontractors with the provisions of Act #876 of the Legislature of Alabama, adopted on September 8, 1961, requiring purchase of materials and supplies and products for the project which are manufactured, mined, processed, or otherwise produced in the United States or its territories if the same are available at reasonable prices; and the Contractor further agrees and stipulates to pay to the Owner a sum to be determined and fixed by the Owner in an amount not less than five hundred (\$500.00) dollars nor more than twenty (20%) percent of the gross amount of the Contract in the event he or any subcontractor breach this agreement to use domestic products.
6. **PUBLIC CONVENIENCE:** No attempt is made to restrict work hours of the Contractor's operations, but he is reminded that it will be necessary to arrange his work schedule to provide the least inconvenience to the public and individual residents. The Contractor shall take extra precaution to insure that traffic is protected by the use of, but not limited to, flashing signs and barrels. No direct payment will be made for any of the work described in this section.
7. **UNDERGROUND UTILITIES AND SERVICES:** Existing utilities, mailboxes, signs and minor obstructions are not shown on the plans. Their presence, and the required removal and the resetting thereof shall be considered incidental to the overall project and the cost for the work noted above shall be included in the overall "lump sum" price for the project (no separate payment).

GENERAL CONDITIONS, SPECIAL PROVISIONS and SUPPLEMENTAL SPECIFICATIONS

The Contractor is solely responsible for the locating all existing Utilities and Services. Failure of the Contractor to locate any utility does not justify additional payment to the Contractor if said utility is damaged. The Contractor must notify the utility companies involved prior to starting construction and shall make every effort not to damage any utilities. If utilities are damaged by the Contractor, the Contractor must pay all expenses incurred in the repair at no cost to the Owner or his representatives.

8. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
9. **PROTECTION OF LIVES AND HEALTH:** "The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971. Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Contracting Authority may determine to be reasonably necessary."
10. **PUBLIC WORKS DIRECTOR'S AUTHORITY:** The Public Works Director shall give all orders and directions contemplated under this contract and specifications, relative to the execution of the work. The Public Works Director shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Public Works Director's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Public Works Director's shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Public Works Director shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the Owner shall be adjusted and determined by the Public Works Director.

11. **USE OF PREMISES AND REMOVAL OF DEBRIS:** The Contractor expressly undertakes at his own expense:
 - a. to take every precaution against injuries to persons or damage to property;
 - b. to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
 - c. to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work; materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
 - d. before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;

GENERAL CONDITIONS, SPECIAL PROVISIONS and SUPPLEMENTAL SPECIFICATIONS

- e. to effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Public Works Director, not to cut or otherwise alter the work of any other Contractor.
12. **INSURANCE:** The Contractor shall not commence work under this contract until he has obtained all the insurance required by the City of Fairhope (see contract documents) and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.
13. **MATERIALS, SERVICES AND FACILITIES:**
- a. It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.
 - b. Any work necessary to be performed after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.
14. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.
15. **INSPECTION AND TESTING OF MATERIALS:**
- a. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the contract.
 - b. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specification and suitability for uses intended.
16. **CONTRACT TIME:** Contract time for COUNTY ROAD 13 BRIDGE REPAIR PROJECT City of Fairhope Public Works Project No. 2020-PWI 007 shall be *fifteen (15) calendar days*. Contract time shall start fifteen (15) days following the Official Notice to Proceed to Proceed.
17. **LIQUIDATED DAMAGES (LD's):** Liquidated Damages (LD's) shall apply. LD's shall be calculated at a fixed rate of \$75.00 per calendar day beyond the designated contract time.

Section 07 90 00

Joint Protection

SPECIFICATION NOTE: This guide specification includes test methods, materials and installation procedures for a Polymer Mortar Expansion Dam system with Rapid Cure Silicone Joint Sealant comprising **Sikadur®-72 JNS**, a Polymer Mortar Expansion Dam and **Sikasil®-728 RCS**, a Rapid-Cure Silicone Joint Sealant. This guide specification should be adapted to suit the needs and conditions of individual projects. It is prepared in CSI Master Format and should be included as a separate section under Division 3 - Concrete.

Part 1 - General

1.01 Summary

This Specification shall be read as a whole by all parties concerned. Each Section may contain more or less the complete Work of any trade. The Contractor is solely responsible to make clear to the Subcontractors the extent of their Work and coordinate overlapping Work.

1.02 System description

This specification describes the furnishing and installation of expansion dams with two-part, Rapid Cure Silicone Joint Sealant. The dimensions for the dams and joint widths shall be as specified or shown on plan drawings.

1.03 Related sections

A.	Maintenance of Joint Protection	07 01 90
B.	Rigid Paving Surface Treatment	32 01 19
C.	Flexible Paving	32 12 00

1.04 References

The following standards are applicable to this section:

- ASTM D5329 - Joint Elongation and Modulus
- ASTM C1183M, Type S - Extrusion Rate
- ASTM C882 - Slant Shear Bond Strength
- ASTM C579 - Compressive Strength
- ASTM D638 - Tensile Strength and Elongation

1.05 Quality Assurance

- Manufacturing qualifications:** The manufacturer of the specified product shall be ISO 9001 certified and have in existence a recognized ongoing quality assurance program independently audited on a regular basis.
- Contractor qualifications:** Contractor shall be qualified in the field of concrete repair and protection with a successful track record of 5 years or more. Contractor shall maintain qualified personnel who have received product training by a manufacturer's representative.

- C. Store and apply materials in accordance with all safety and weather conditions required by manufacturer or as modified by applicable rules and regulations of local, state and federal authorities having jurisdiction. Consult the Safety Data Sheets (SDS) for complete handling recommendations.

1.06 Delivery, Storage, and Handling

- A. All materials must be delivered in original, unopened containers with the manufacturer's name, labels, product identification, and batch numbers. Damaged material must be removed from the site immediately.
- B. Store all materials off the ground and protect from rain, freezing or excessive heat until ready for use.
- C. Condition the specified product as recommended by the manufacturer.

1.07 Job Conditions

- A. Environmental Conditions: Do not apply material if it is raining or snowing or if such conditions appear to be imminent. Minimum application temperature 45°F (5°C) and rising.
- B. Protection: Precautions should be taken to avoid damage to any surface near the work zone due to mixing and handling of the specified material.

1.08 Submittals

- A. Submit two copies of manufacturer's literature, to include: Product Data Sheets (PDS), and appropriate Safety Data Sheets (SDS).
- B. Submit copy of Certificate of Approved Contractor status by manufacturer.

1.09 Warranty

Provide a written warranty from the manufacturer against defects of materials for a period of one (1) year, beginning with date of substantial completion of the project.

Part 2 - Products

2.01 Manufacturer

Sikadur®-72 JNS with Sikasil®-728 RCS, as proposed by Sika Corporation, are considered to conform to the requirements of this specification.

2.02 Materials

- A. Joint Backing Material: Provide joint backing material that is extruded, soft, low-density polyethylene that does not bond to the silicone sealant
- B. Silicone Sealant:
 - a. The Silicone Sealant shall consist of two components
 - b. The Silicone Sealant shall be of a self-levelling consistency
 - c. The Silicone Sealant shall be resistant to road salts, gasoline and jet fuel
- C. Polymer Mortar: The Polymer Mortar shall be a two-component, flexible epoxy with aggregate that cures to a semi-flexible impact and abrasion resistant epoxy concrete

2.03 Performance Criteria

Typical Properties of the Silicone Sealant:

Uncured Properties

- | | |
|-------------------|---------------------------------|
| 1. Rheological | Self-levelling |
| 2. Extrusion Rate | 50g/min., 1/8" orifice @ 50 psi |

Cured Properties (7-day cure)

- | | |
|---------------------|---------------------------|
| 1. Skin-Over Time | 10 min (MNA method) |
| 2. Cure Time | 90% in 1 hr. (MNA method) |
| 3. Joint Elongation | 725% |
| 4. Joint Modulus | 5 (100% elongation) |

Typical Properties of the Polymer Modified Mortar:

Neat Resin (cured)

- | | |
|----------------------------------|-----------------|
| 1. Mixing Ratio | 1:1 (by volume) |
| 2. Tensile Strength (ASTM D-638) | > 2,650 psi |
| 3. Elongation (ASTM D-638) | 55% |

Cured Mortar with Aggregate

- | | |
|---|-----------|
| 1. Color | Gray |
| 2. Compressive Strength at 1 day (ASTM C-579) | 5,400 psi |
| 3. Bond Strength (ASTM C-882) | 2,000 psi |

Note: Tests above were performed with the material and curing conditions @ 71°F – 75°F and 45 - 55% relative humidity.

Part 3 – Execution

3.01 Surface Preparation

A. Polymer Mortar:

- General: Surface must be clean and sound. It may be dry or damp, but free of standing water. Remove dust, laitance, grease, curing compounds, impregnations, waxes and any other contaminants.
- Preparation Work: Concrete - Should be cleaned and prepared to achieve a laitance and contaminant free, open textured surface CSP 3-4 to CSP-4 by blast cleaning or equivalent mechanical means.
- Steel - Should be cleaned and prepared thoroughly by blast cleaning to white metal finish.

B. Rapid-Curing Silicone Sealant

- Surface must be clean, dry, frostfree, sound and free of any oils, greases or incompatible sealers, paints or coatings that may interfere with adhesion
- Porous substrates must be cleaned by mechanical methods to expose a sound surface free of contamination and laitance. Non-porous substrates must be wiped down with solvent and a rag. Make sure solvent is fully evaporated before proceeding with application.

3.02 Repair Area

- A. Saw Cutting and Removal of Spalling Concrete
 - a) The spall area may be sawcut longitudinal to create a uniform repair area. At no time shall the internal reinforcement cut or compromised.
 - b) Concrete removal from around reinforcement shall be chipped away without damaging reinforcement.
- B. Dimensional Parameters of Repair Area
 - c) Minimum thickness - ¼"
 - d) Maximum thickness - 4"-6"
 - e) Maximum width - 6"-8"

3.03 Mixing and Application

- C. Polymer Mortar
 - a) Parts A and B must be thoroughly mixed together prior to adding part C. Combine parts A and B in a bucket and mix thoroughly for 2 minutes with a low-speed drill and egg-beater mixing blade (i.e. a jiffy mixing paddle), or appropriate mortar mixer. Slowly add part C and continue mixing until aggregate is fully wetted, approximately 3 minutes.
 - b) Place material into joint or repair and tool with a margin trowel to achieve desired form
 - c) Press down on material to compact the mortar prior to finishing, in order to ensure the right physical properties are achieved.
 - d) Once mortar has been placed in the desired location, it must be compacted in order to achieve proper physical characteristics. This is achieved by pressing down on any exposed mortar surface with a margin trowel or other suitable tool. If done properly, there will be no open pores or voids visible on the surface, and a thin layer of liquid resin will rise to the surface.
- D. Rapid-Curing Silicone Sealant
 - a) Apply sealant using consistent, positive pressure to force sealant into the joint. For sausages use a 16 element, 3/4" diameter static mixing nozzle.
 - b) Apply the sealant so that it is recessed 1/8" (3 mm) below the surface. For parking deck joints, recess 1/4" (6 mm). For highway joints, recess 1/2" (12.7 mm).
 - c) Sikasil-728 RCS is self-leveling - no tooling is needed. DO NOT use soapy water or other liquids. Consult full application guide for further information.

3.04 Cleaning

- A. Polymer Mortar: Uncured Mortar or Binder material must be removed with solvent. Cured material must be removed by mechanical means.
- B. Rapid Cure Silicone Sealant: Remove excess sealant from substrate while uncured using a commercial solvent, such as xylene according to the solvent manufacturer's warnings and instructions for use. Cured sealant can only be removed by mechanical means

Product Data Sheet

Edition 7.10.2017

Sikadur®-72 JNS

Sikadur®-72 JNS

Flexible, abrasion and impact-resistant joint nosing mortar

Construction

Description	Sikadur-72 JNS is a flexible, abrasion and impact resistant polymer mortar comprised of a two-component, 100% solids, moisture tolerant epoxy resin binder and silica aggregate.
Where to Use	Use for exterior, above grade concrete surfaces (ie. bridge decks, parking structures and ramps) requiring a flexible, impact and abrasion resistant joint.
Advantages	<ul style="list-style-type: none">■ Fast Setting for quick turn around■ Abrasion and impact resistant■ Excellent bond to Asphalt and Concrete■ Flexibility allows for some substrate movement
Coverage	1 can A, 1 can B and 1 bag of part C yield 0.5 cubic feet of mortar
Packaging	Box cont. 0.5 gal A, 0.5 gal B, 50lb bag of sand

Typical Data [Material and curing conditions @ 73°F (23°C) and 50% R.H.]

RESULTS MAY DIFFER BASED UPON STATISTICAL VARIATIONS DEPENDING UPON MIXING METHODS AND EQUIPMENT, TEMPERATURE, APPLICATION METHODS, TEST METHODS, ACTUAL SITE CONDITIONS AND CURING CONDITIONS.

Shelf Life	2 years in original, unopened containers.
Storage Conditions	Store dry at 40°-95°F (4°-35°C). Condition material to 65°-85°F (18°-29°C) before using.
Color	Gray
Traffic Time	4 Hours

Neat Resin Properties

Mixing Ratio	1:1
Viscosity	Approximately 2,000 cps.
Pot Life (ASTM C881)	Approximately 15-20 minutes (60 gram mass).
Tensile Strength (ASTM D-638)	2650
Elongation (ASTM D-638)	55%
Shore D Hardness	72

Cured Mortar Properties

Compressive Strength (ASTM C-579)	
1 Day	5400 psi
Bond Strength (ASTM C-882)	2000 psi
Abrasion Resistance	1.0



PRIOR TO EACH USE OF ANY SIKA PRODUCT, THE USER MUST ALWAYS READ AND FOLLOW THE WARNINGS AND INSTRUCTIONS ON THE PRODUCT'S MOST CURRENT PRODUCT DATA SHEET, PRODUCT LABEL AND SAFETY DATA SHEET WHICH ARE AVAILABLE ONLINE AT [HTTP://USA.SIKA.COM/](http://USA.SIKA.COM/) OR BY CALLING SIKA'S TECHNICAL SERVICE DEPARTMENT AT 800.933.7452 NOTHING CONTAINED IN ANY SIKA MATERIALS RELIEVES THE USER OF THE OBLIGATION TO READ AND FOLLOW THE WARNINGS AND INSTRUCTIONS FOR EACH SIKA PRODUCT AS SET FORTH IN THE CURRENT PRODUCT DATA SHEET, PRODUCT LABEL AND SAFETY DATA SHEET PRIOR TO PRODUCT USE.

How to Use

Surface Preparation	<p>Surface must be clean and sound. It may be dry or damp, but free of standing water. Remove dust, laitance, grease, curing compounds, impregnations, waxes and any other contaminants.</p> <p>Preparation Work: Concrete - Should be cleaned and prepared to achieve a laitance and contaminant free, open textured surface CSP 3-4 to CSP-4 by blast cleaning or equivalent mechanical means.</p> <p>Steel - Should be cleaned and prepared thoroughly by blast cleaning to white metal finish</p>
Mixing	Parts A and B must be thoroughly mixed together prior to adding part C. Combine parts A and B in a bucket and mix thoroughly for 2 minutes with a low-speed drill and egg-beater mixing blade (i.e. a jiffy mixing paddle), or appropriate mortar mixer. Slowly add part C and continue mixing until aggregate is fully wetted, approximately 3 minutes.
Application	Place material into joint or repair and tool with a margin trowel to achieve desired for. Press down on material to compact the mortar prior to finishing, in order to ensure the right physical properties are achieved. The height of the mortar must never be greater than that of the substrate, or there is increased risk of damage by snowplows and other forms of impact. Once mortar has been placed in the desired location, it must be compacted in order to achieve proper physical characteristics. This is achieved by pressing down on any exposed mortar surface with a margin trowel or other suitable tool. If done properly, there will be no open pores or voids visible on the surface, and a thin layer of liquid resin will rise to the surface.
Limitations	<ul style="list-style-type: none"> ■ Minimum substrate and ambient temperature 40°F (4°C). ■ Minimum age of concrete before application is 21-28 days depending upon curing and drying conditions. ■ Do not dilute resin. Addition of solvents will prevent proper cure ■ Material is a vapor barrier after cure ■ Not an aesthetic product. Color may alter due to variations in lighting and/or UV exposure.

PRIOR TO EACH USE OF ANY SIKA PRODUCT, THE USER MUST ALWAYS READ AND FOLLOW THE WARNINGS AND INSTRUCTIONS ON THE PRODUCT'S MOST CURRENT PRODUCT DATA SHEET, PRODUCT LABEL AND SAFETY DATA SHEET WHICH ARE AVAILABLE ONLINE AT [HTTP://USA.SIKA.COM/](http://usa.sika.com/) OR BY CALLING SIKA'S TECHNICAL SERVICE DEPARTMENT AT 800.933.7452 NOTHING CONTAINED IN ANY SIKA MATERIALS RELIEVES THE USER OF THE OBLIGATION TO READ AND FOLLOW THE WARNINGS AND INSTRUCTIONS FOR EACH SIKA PRODUCT AS SET FORTH IN THE CURRENT PRODUCT DATA SHEET, PRODUCT LABEL AND SAFETY DATA SHEET PRIOR TO PRODUCT USE.

KEEP CONTAINER TIGHTLY CLOSED. KEEP OUT OF REACH OF CHILDREN. NOT FOR INTERNAL CONSUMPTION. FOR INDUSTRIAL USE ONLY. FOR PROFESSIONAL USE ONLY.

For further information and advice regarding transportation, handling, storage and disposal of chemical products, users should refer to the actual Safety Data Sheets containing physical, ecological, toxicological and other safety related data. Read the current actual Safety Data Sheet before using the product. In case of emergency, call CHEMTREC at 1-800-424-9300, International 703-527-3887.

Prior to each use of any Sika product, the user must always read and follow the warnings and instructions on the product's most current Product Data Sheet, product label and Safety Data Sheet which are available online at <http://usa.sika.com/> or by calling Sika's Technical Service Department at 800-933-7452. Nothing contained in any Sika materials relieves the user of the obligation to read and follow the warnings and instruction for each Sika product as set forth in the current Product Data Sheet, product label and Safety Data Sheet prior to product use.

SIKA warrants this product for one year from date of installation to be free from manufacturing defects and to meet the technical properties on the current Product Data Sheet if used as directed within shelf life. User determines suitability of product for intended use and assumes all risks. Buyer's sole remedy shall be limited to the purchase price or replacement of product exclusive of labor or cost of labor. NO OTHER WARRANTIES EXPRESS OR IMPLIED SHALL APPLY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIKA SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. SIKA SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS. SALE OF SIKA PRODUCTS ARE SUBJECT SIKA'S TERMS AND CONDITIONS OF SALE AVAILABLE AT [HTTP://USA.SIKA.COM/](http://usa.sika.com/) OR BY CALLING 201-933-8800.

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Fax: 52 442 2250537



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/04/2020

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 J Miller Insurance Group 2664 Airport Road South Naples FL 34112	CONTACT NAME: ANNA BURNETT	
	PHONE (A/C, No, Ext): (239) 643-6840	FAX (A/C, No): (941) 240-2148
	E-MAIL ADDRESS: info@jmigi.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: COLONY INSURANCE COMPANY		
INSURER B: AMGUARD INS CO		42390
INSURER C: SCOTTSDALE INSURANCE COMPANY		41297
INSURER D:		
INSURER E:		
INSURER F:		
INSURED Allstop Waterproofing, LLC. 1901 E Mallory St Pensacola FL 32503		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			103 GL 0011702-04	11/03/2019	11/03/2020	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				PERSONAL & ADV INJURY	\$ 1,000,000
OTHER:				GENERAL AGGREGATE	\$ 2,000,000		PRODUCTS - COMP/OP AGG	\$ 2,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY			ALAU176491	04/13/2020	04/13/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
UMBRELLA LIAB							EACH OCCURRENCE	\$
EXCESS LIAB							AGGREGATE	\$
DED							RETENTION \$	\$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CPS7090956	04/29/2020	04/29/2021	PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y / <input type="checkbox"/> N / A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
	Contractor's Equipment Floater						E.L. DISEASE - POLICY LIMIT	\$
							all equipment	36,705

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CODES:
99952- WATERPROOFING-BY PRESSURE APPARATUS
91585- CONTRACTORS-SUBCONTRACTED WORK-IN CONNECTION WITH CONSTRUCTION, RECONSTRUCTION, REPAIR OR ERECTION OF BUILDINGS-NOC
CG2010-OWNERS, LESSES, OR CONTRACTORS

CERTIFICATE HOLDER CANCELLATION

CITY OF FAIR HOPE 555 S SECTION ST FIAR HOPE 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY J Miller Insurance Group		NAMED INSURED Allstop Waterproofing, LLC.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

CG2037-ADDITIONAL INSURED OWNERS, LESSEES, OR CONTRACTORS
U407-0707- PRIMARY AND NON CONTRIBUTORY INSURANCE- BLANKET

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves Amendment No. 1 to the Contract and amends Resolution No. 3677-20 for RFQ No. PS001-20, to perform Professional Consulting Services for COVID-19 Management Services by adding Hurricane Sally to these services with True North Emergency Management; and hereby authorizes Mayor Karin Wilson to execute Amendment No. 1 with the not-to-exceed limit remain as is at \$10,000.00.

DULY ADOPTED THIS 28TH DAY OF SEPTEMBER, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk



MEMO

Karin Wilson
Mayor

Council Members:
Kevin G. Boone
Robert A. Brown
Jack Burrell, ACO
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: September 23, 2020

Re: Requesting City Council Approval to award **Amendment #1 to RFP 001-20 COVID-19 Management Services** unbudgeted public assistance consulting related to **Hurricane Sally—FEMA-4563-DR**

The City of Fairhope's Public Works Director, Richard Johnson, requests hiring of Consulting Services for Emergency Recovery and FEMA Public Assistance for **Hurricane Sally -FEMA 4563-DR**. The recommendation is to amend RFP 001-20 COVID-19 Management Services contract **to add** those PA consulting services for the FEMA-4563-DR event of Sept 16, 2020 when Hurricane Sally entered Baldwin County. **TRUE NORTH Emergency Management LLC**, is the contracted firm to consult, review, and manage Public Assistance recovery efforts associated with the Hurricane Sally disaster event for the City of Fairhope.

Please move this request forward to City Council to approve the execution of Amendment #1 to contract RFP 001-20 COVID-19 Management Services, with True North Emergency Management, LLC, and authorize the Mayor to execute Amendment #1 to contract based on the fee schedule of the original contract.

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

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

Cc: File, R. Johnson, Kim Creech

RESOLUTION NO. 3677-20

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of True North Emergency Management to perform Professional Consulting Services for COVID-19 Management Services (RFP No. PS001-20; and hereby authorizes Mayor Karin Wilson to execute the associated contract with a not-to-exceed limit of \$10,000.00.

DULY ADOPTED THIS 6TH DAY OF APRIL, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. 3828-20


WHEREAS, Governor Kay Ivey declared a "State of Emergency in the State of Alabama effective on Monday, September 14, 2020" which was associated with Hurricane Sally with the potential to make landfall in or near Mobile and Baldwin counties; and

WHEREAS, the City Council of the City of Fairhope hereby declares a State of Emergency within the City of Fairhope effective at 5:00 p.m. on September 14, 2020 due to Hurricane Sally within the meaning of Alabama Code Section 39-2-2(e); and

WHEREAS, that the Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, all contracts determined to be necessary to meet the emergency without public advertisement pursuant to the Code of Alabama; and

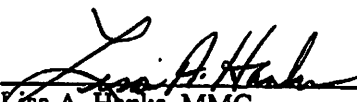
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, WHILE IN REGULAR SESSION ON SEPTEMBER 14, 2020 as follows: The City Council of the City of Fairhope hereby declares an emergency effective at 5:00 p.m. on Monday, September 14, 2020 associated with Hurricane Sally with the potential to make landfall in or near Mobile and Baldwin counties; and hereby authorizes and directs the Mayor and City Clerk to execute and attest, respectively, all contracts determined to be necessary to meet this emergency.

ADOPTED THIS 14TH DAY OF SEPTEMBER, 2020



Karin Wilson, Mayor

ATTEST:



Lisa A. Hanks, MMC
City Clerk

**Amendment #1
Public Assistance Consulting Services for
Hurricane Sally
FEMA-4563-DR**

**CONTRACT FOR
RFP PS001-20
2020 COVID-19 Management Consulting Services**

**THE CITY OF FAIRHOPE
Karin Wilson, Mayor**

**FAIRHOPE CITY COUNCIL
Jack Burrell, Council President**

City of Fairhope

**AMENDMENT #1 Public Assistance Consulting for Hurricane Sally 9-16-2020
to
RFP PS001-20 2020 COVID-19 MANAGEMENT SERVICES**

This Amendment # 1 to Contract RFP PS001-20 2020 COVID-19 MANAGEMENT CONSULTING SERVICES is made and entered into by and between the CITY OF FAIRHOPE, ALABAMA and True North Emergency Management on this ____ day of _____, 20__.

Recitals

WHEREAS, TRUE NORTH Emergency Management, LLC was awarded a contract to provide assistance to the City with regard to FEMA's Public Assistance (PA) program as it related to the COVID-19 pandemic; and WHEREAS, the CITY OF FAIRHOPE, ALABAMA NOW has need for consulting services as related to the September 16, 2020 Hurricane Sally disaster cleanup event (FEMA-4563-DR) project; and

WHEREAS, TRUE NORTH Emergency Management LLC has agreed to the request for PA services in securing reimbursement for eligible work from State and Federal agencies as related to the disaster event from Hurricane Sally (FEMA-4563-DR) that effected Baldwin County, AL on September 16, 2020. See Exhibit A for detailed Scope of Work.

Agreement

NOW, THEREFORE, the parties hereto agree, covenant and promise as follows:

1. AMEND this contract to include public assistance consultation to secure reimbursement for work from State and Federal agencies as related to the disaster event from Hurricane Sally that effected Baldwin County, AL on September 16, 2020 until Public Assistance Close Out of Hurricane Sally FEMA—4563-DR. Exhibit A contains detailed scope of work.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date stated.

CITY SIGNATURE

CITY OF FAIRHOPE, ALABAMA

Attest:

BY: _____
Karin Wilson, Mayor

Lisa A. Hanks, MCC, City Clerk

NOTARY FOR THE CITY OF FAIRHOPE:

STATE OF ALABAMA]
COUNTY OF BALDWIN]

I, _____, a Notary Public in and for said State and County, hereby certify that **Karin Wilson**, whose names as **Mayor of the City of Fairhope**, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, she as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the ____ 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 _____

EXHIBIT A

September 22, 2020

Mr. Richard Johnson, P.E., Public Works Director
555 S. Section Street
Fairhope, AL 36532

**RE: AMENDMENT #1 TO CONTRACT DOCUMENTS FOR RFP 001-20 COVID-19
MANAGEMENT SERVICES**

Dear Mr. Johnson:

True North Emergency Management, LLC is pleased to offer Public Assistance Consulting services to the City of Fairhope (CITY) in response to Hurricane Sally which occurred on and after September 15, 2020.

True North will provide these services under the terms and conditions of our Contract Documents for RFP 001-20 COVID-19 Management Services, dated April 21, 2020.

SCOPE OF SERVICES

Public Assistance Consulting

True North will assist the CITY in securing reimbursement for eligible work from state and federal agencies. Specific funding support services may include working with the CITY to develop a cash flow strategy that focuses on early reimbursement. This includes assistance in preparing a debris quantity estimate, early preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of the project, and assisting the CITY and FEMA personnel with Project Worksheets, Versions, etc. True North shall be prepared to assist CITY with appeals based on their knowledge of FEMA and FHWA reimbursement policies. True North shall be prepared to assist the CITY in tracking progress of Project Worksheets. True North shall assist CITY in finding additional funding reimbursement sources related to disaster mitigation.

True North will provide Public Assistance Consulting Services, such as:

- (a) Identification of eligible emergency and permanent work (Category A-G);
- (b) Damage Assessment;
- (c) Assistance in attaining Immediate Needs Funding;
- (d) Loss measurement and categorization;
- (e) Insurance evaluation, documentation adjusting and settlement services;
- (f) Project Worksheet generation and review;
- (g) FEMA, FHWA and Natural Resources Conservation Services (NRCS) reimbursement support;
- (h) Staff augmentation with experienced Public Assurance Coordinators and Project Officers;
- (i) Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
- (j) Appeal services and negotiations;
- (k) Reconstruction and long-term infrastructure planning; and
- (l) Final review of all emergency and permanent work performed.

Compensation for these services within this Amendment will be in accordance with the Contract Documents for RFP 001-20 COVID-19 Management Services, dated April 21, 2020. Our services will be billed on an hourly basis as indicated in the terms and conditions therein.

All terms and conditions of the original contract will apply to this Amendment #1 to Contract.

If this Amendment for Public Assistance Consulting services is acceptable, please sign below and return one copy to us. Please call if you have any questions or comments.

Sincerely,

TRUE NORTH EMERGENCY MANAGEMENT, LLC



Derrick Tucker, P.E., Engineer Manager
Vice-President

ACCEPTED: CITY OF FAIRHOPE

BY: _____
Karin Wilson, Mayor

ATTEST

BY: _____
Lisa A. Hanks, MMC, City Clerk

DATE: _____

RESOLUTION NO. 3828-20

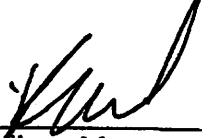
WHEREAS, Governor Kay Ivey declared a "State of Emergency in the State of Alabama effective on Monday, September 14, 2020" which was associated with Hurricane Sally with the potential to make landfall in or near Mobile and Baldwin counties; and

WHEREAS, the City Council of the City of Fairhope hereby declares a State of Emergency within the City of Fairhope effective at 5:00 p.m. on September 14, 2020 due to Hurricane Sally within the meaning of Alabama Code Section 39-2-2(e); and

WHEREAS, that the Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, all contracts determined to be necessary to meet the emergency without public advertisement pursuant to the Code of Alabama; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, WHILE IN REGULAR SESSION ON SEPTEMBER 14, 2020 as follows: The City Council of the City of Fairhope hereby declares an emergency effective at 5:00 p.m. on Monday, September 14, 2020 associated with Hurricane Sally with the potential to make landfall in or near Mobile and Baldwin counties; and hereby authorizes and directs the Mayor and City Clerk to execute and attest, respectively, all contracts determined to be necessary to meet this emergency.

ADOPTED THIS 14TH DAY OF SEPTEMBER, 2020



Karin Wilson, Mayor

ATTEST:



Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope has voted to purchase 20 Single-Phase Overhead Transformers for the Electric Department from Anixter Power Solutions with a total cost of \$15,862.62; and authorizes for procurement using the option allowed by Code of Alabama 1975, Section 41-16-51(b)(7): these are materials needed, used and consumed in the operation of our electric system.

DULY ADOPTED THIS 28TH DAY OF SEPTEMBER, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 9/17/2020

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of 20 Single-Phase Overhead Transformers

Project Location: Electric Department inventory

Presented to City Council: 9/28/2020

Funding Request Sponsor: Mike Allison, Director of Operations
Jeremy Morgan, Electric Superintendent

Resolution # : _____ Approved _____ *JAH*
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 15,862.62 Total 20, different sizes

Vendor: Anixter Power Solutions

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 Plan/Zone

Project will be:

Expensed
Capitalized
Inventoried XXX

Funding Source:

Operating Expenses XXX
Budgeted Capital
Unfunded

Expense Code: 003-16050
G/L Acct Name: Constr-Electric System Impr

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

Project Budgeted: \$ _____
Balance Sheet Item-
Included in projected
cash flow \$15,862.62

Over (Under) budget amount: \$ _____

Comments: The procurement of these items is allowed without formal bid by Code of Alabama 1975, Section 41-16-51 (b)(7).

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

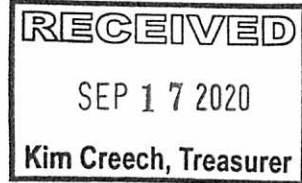
City Treasurer **Finance Director** **Mayor**

Purchasing Memo Date: 9/4/2020 Purchasing Memo Date: 9/4/2020 Delivered To Date: 9/17/2020
Request Approved Date: 9/17/2020 Request Approved Date: 9/17/2020 Approved Date: _____

Signatures: Kim Creech Jill Cabaniss, MBA Mayor Karin Wilson



MEMO



To: Kimberly Creech, Treasurer

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

Date: September 4, 2020

Re: Greensheet/Council approval to procure operational budgeted Single-Phase Overhead Transformers to replace stock for Electric Department

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 Electric Department is requesting approval to replace stock items in the warehouse consisting of SINGLE-PHASE OVERHEAD TRANSFORMERS. This procurement is budgeted for \$70,000.00, and this request is for 20 transformers at cost of **FIFTEEN THOUSAND EIGHT HUNDRED SIXTY-TWO DOLLARS AND SIXTY-TWO CENTS (\$15,862.62)**. The procurement of these items is allowed without formal bid by Code of Alabama 1975, Section 41-16-51 (b) (7).

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

Quotes were obtained (see line items 1, 2, and 3 on attached quote). Jeremy Morgan, Electric Department Superintendent recommends the lowest quote be approved at a cost of **FIFTEEN THOUSAND EIGHT HUNDRED SIXTY-TWO DOLLARS AND SIXTY-TWO CENTS (\$15,862.62)**. This is over the benchmark for greensheet approval and over the \$10,000 limit for City Council Approval. The vendor is **Anixter Power Solutions**.

Please compose and have approved a greensheet for this procurement of Single-Phase Overhead Transformers from Anixter Power Solutions in the amount of \$15,862.62.

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

Cc: File, J. Morgan, M. Allison, C. Havranek

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

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Jeremy Morgan

Date: 9/4/2020

Department: Electric

ITEM OR SERVICE INFORMATION

- 1. What item or service do you need to purchase?** Single Phase Overhead Transformers
- 2. What is the total cost of the item or service?** \$15862.62
- 3. Where will the item or service be physically located?** On the electric service territory
- 4. What is the primary function of the item or service?** Supply power to customers
- 5. How many do you need?** 20 total, different sizes
- 6. Item or Service Is:** New Used Replacement Annual Request
- 7. When do you anticipate implementation?** As soon as received
- 8. Additional Information or Comments:** Needed used and consumed

BUDGET INFORMATION

- 1. Is it budgeted?** Yes No Emergency Request
- 2. If budgeted, what is the budgeted amount?** \$70,000
- 3. What is the Capital Project Name or Operating Budget Code:** 50365
- 4. Check any applicable boxes:** State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

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

PURCHASING USE ONLY

Vendor Name: Click or tap here to enter text.

Vendor Number: Click or tap here to enter text.

Current Business License: Yes No



5030 Commerce Park Circle
Suite B
Pensacola, FL 32505

Transformers Pole & Pad

Phone: 850.494.2117
Fax: 850.494.2754

www.anixterpowersolutions.com

Quotation: U00637951.01

To: **CITY OF FAIRHOPE**
555 S SECTION ST
FAIRHOPE, AL 36533

Issued Date: **Sep 01, 2020**
Expiration Date: **Oct 01, 2020**

Attn: **Clint Steadham**
Phone:
Fax:

Sales Contact: **Emily Munn**
(P) 850.494.2117
(F) 850.494.2754
emily.munn@anixter.com

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
------	----------	-------------------------	----------	-------	------	----------

Quoting: Power Partners, Inc.

1		K7152E25ZZVQFR3 25kva POLE 7200/12470y 277/480 EZ Lift Eyebolt available for adder \$18.80/ea unit DEL: 12-14wks NOTE: No Load: 54 Load: 347 Total Loss: 401	4	815.630	EA	3,262.52
2		K7112E25ZZVQFR3 25kva POLE 7200/12470y 120/240 EZ Lift Eyebolt available for adder \$18.80/ea unit DEL: 12-14wks NOTE: No Load: 56 Load: 335 Total Loss: 391	10	828.130	EA	8,281.30
3		K7112E15ZZVQFR3 15kva POLE 7200/12470y 120/240 EZ Lift Eyebolt available for adder \$18.80/ea unit DEL: 12-14wks NOTE: No Load: 38 Load: 229 Total Loss: 267	6	719.800	EA	4,318.80
4		Q7111E25ZZVQFR3 25kva PAD 12470gy/7200 240/120 Exceptions taken to customer spec 1ph pad; 9.9.1 exception to mounting cleats; 9.9.4 drain valve will be provided, but exception to sampling device DEL: 12wks NOTE: No Load: 56 Load: 329 Total Loss: 385	8	1,509.380	EA	12,075.04
5		P7111E50ZZUQFR3 50kva PAD 12470gy/7200 240/120 Exceptions taken to customer spec 1ph pad; 9.9.1 exception to mounting cleats; 9.9.4 drain valve will be provided, but exception to sampling device DEL: 12wks NOTE: No Load: 93 Load: 559 Total Loss: 652	10	1,756.250	EA	17,562.50



5030 Commerce Park Circle
 Suite B
 Pensacola, FL 32505

Transformers Pole & Pad

Phone: 850.494.2117
 Fax: 850.494.2754

www.anixterpowersolutions.com

Quotation: U00637951.01

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
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Quoting: Power Partners, Inc.

6		P7111E99ZZVQFR3 100kva PAD 12470gy/7200 240/120 Exceptions taken to customer spec 1ph pad; 9.9.1 exception to mounting cleats; 9.9.4 drain valve will be provided, but exception to sampling device	4	2,941.670	EA	11,766.68
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DEL: 12wks

NOTE: No Load: 168 Load: 873 Total Loss: 1041

SECTION TOTAL: \$57,266.84

QUOTE TOTAL: \$57,266.84

Special Notes

- 1) All items are In Stock unless otherwise noted.
- 2) All item pricing on this quote is valid for thirty days unless otherwise specified.
- 3) All applicable taxes apply.

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE ANIXTER TERMS AND CONDITIONS OF SALE PUBLISHED AT THE LINK BELOW ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

<http://www.anixter.com/TERMSANDCONDITIONS>

Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.

The impacts of COVID-19 cannot be reasonably determined at this time. This quote/proposal does not account for any potential adverse impacts COVID-19 may have on Anixter's performance or obligations herein. In the event of any delays or adverse impacts, Anixter reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind.



5030 Commerce Park Circle
Suite B
Pensacola, FL 32505

Transformers Pole & Pad

Phone: 850.494.2117
Fax: 850.494.2754

www.anixterpowersolutions.com

Quotation: U00637951.01

To: **CITY OF FAIRHOPE**
555 S SECTION ST
FAIRHOPE, AL 36533

Issued Date: **Sep 01, 2020**
Expiration Date: **Oct 01, 2020**

Attn: **Clint Steadham**
Phone:
Fax:

Sales Contact: **Emily Munn**
(P) 850.494.2117
(F) 850.494.2754
emily.munn@anixter.com

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
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pole = 15,862.62

*\$
PAD = 41,404.0*



5030 Commerce Park Circle
 Suite B
 Pensacola, FL 32505

Transformers Pole & Pad

www.anixterpowersolutions.com

Phone: 850.494.2117
 Fax: 850.494.2754

Quotation: U00637951.01

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Special Notes

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<http://www.anixter.com/TERMSANDCONDITIONS>

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STUART C IRBY BR110 PENSACOLA
 5208 SYCAMORE DRIVE
 PENSACOLA FL 32503-2266
 850-476-5580 Fax 850-478-3926

Quotation

QUOTE DATE	ORDER NUMBER
08/31/20	S012060827
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	PAGE NO. 1

SOLD TO:
 CITY OF FAIRHOPE
 PO BOX 429
 FAIRHOPE, AL 36533-0429

SHIP TO:
 CITY OF FAIRHOPE
 ELECTRICAL DEPT
 555 SOUTH SECTION ST.
 FAIRHOPE, AL 36532-1609

ORDERED BY: CLINT

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
39417						Tressa A Sinclair	
INSIDE SALESPERSON		REQD DATE		FRGHT ALLWD		SHIP VIA	
Sarah A Dunn		08/31/20		Yes			
ORDER QTY	SHIP QTY	LINE	DESCRIPTION			Prc/Uom	Ext.Amt
8EA		1	PPI S257212-NT-IFD 1PHASE PAD-MT 25KVA HV:12470GY/7200 LV: 240/120 LOOP FEED IFD **Special Order Product**			1525.000EA	12200.00
10EA		2	PPI S507212-NT-IFD 1PHASE PAD-MT 50KVA HV: 12470GY/7200 LV: 240/120 LOOP FEED NO TAP WITH IFD **Special Order Product**			1774.000EA	17740.00
4EA		3	PPI S1007212-NT-IFD 1PHASE PAD-MT 100KVA HV: 12470GY/7200 LV: 240/120 NO TAPS LOOP FEED WITH IFD **Special Order Product** DELIVERY 12-14 WEEKS ON ALL EXCEPTIONS TAKEN TO CUSTOMER SPEC 1PH PAD 9.9.1 EXCEPTION TO MOUNTING CLEATS 9.9.4 DRAIN VALVE WILL BE PROVIDED BUT EXCEPTION TO SAMPLING DEVICE			2973.000EA	11892.00

*** This is a quotation ***

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

For Terms and Conditions, Please See our website.

Subtotal	41832.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	41832.00

** Reprint ** Reprint ** Reprint **

+



STUART C IRBY BR110 PENSACOLA
 5208 SYCAMORE DRIVE
 PENSACOLA FL 32503-2266
 850-476-5580 Fax 850-478-3926

Quotation

QUOTE DATE	ORDER NUMBER
08/31/20	S012061224
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	PAGE NO. 1

SOLD TO:
 CITY OF FAIRHOPE
 PO BOX 429
 FAIRHOPE, AL 36533-0429

SHIP TO:
 CITY OF FAIRHOPE
 ELECTRICAL DEPT
 555 SOUTH SECTION ST.
 FAIRHOPE, AL 36532-1609

ORDERED BY: CLINT

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB/RELEASE NUMBER	OUTSIDE SALESPERSON		
39417			Tressa A Sinclair		
INSIDE SALESPERSON	REQD DATE	FRGHT ALLWD	SHIP VIA		
Sarah A Dunn	08/31/20	Yes			
ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/Uom	Ext.Amt
6EA		1	*PPI C157212-NT-2B XFMR 1PH CONV POLE-MT 15KVA HV: 7200/12470Y LV: 120/240 NO TAPS 2-BUSHING **Special Order Product** DELIVERY: 12-14 WEEKS	727.000EA	4362.00
10EA		2	PPI C257212-2B-NT XFMR 1PH CONV POLE-MT HV: 7200/12470Y LV: 120/240 2BUSHING NO TAPS **Special Order Product** DELIVERY: 12-14 WEEKS	837.000EA	8370.00

*** This is a quotation ***

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

For Terms and Conditions, Please See our website.

Subtotal	12732.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	12732.00

** Reprint ** Reprint ** Reprint **

7



STUART C IRBY BR110 PENSACOLA
 5208 SYCAMORE DRIVE
 PENSACOLA FL 32503-2266
 850-476-5580 Fax 850-478-3926

Quotation

QUOTE DATE	ORDER NUMBER
09/03/20	S012067927
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	PAGE NO. 1

SOLD TO:
 CITY OF FAIRHOPE
 PO BOX 429
 FAIRHOPE, AL 36533-0429

SHIP TO:
 CITY OF FAIRHOPE
 ELECTRICAL DEPT
 555 SOUTH SECTION ST.
 FAIRHOPE, AL 36532-1609

ORDERED BY: JEREMY

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
39417						Tressa A Sinclair	
INSIDE SALESPERSON		REQD DATE		FRGHT ALLWD		SHIP VIA	
Sarah A Dunn		09/03/20		Yes			
ORDER QTY	SHIP QTY	LINE	DESCRIPTION			Prc/Uom	Ext.Amt
4EA		1	*PPI C257227-NT-2B 1PH CONV, 25KVA HV: 7200/12470Y LV: 277/480Y PER RUS SPECS. **Special Order Product** DELIVERY: 12-14 WEEKS			829.000EA	3316.00

*** This is a quotation ***

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

For Terms and Conditions, Please See our website.

Subtotal	3316.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	3316.00

** Reprint ** Reprint ** Reprint **

\$ 57880.00



TRI-STATE UTILITY PRODUCTS, INC.
 105 ED GARDNER DRIVE
 PELL CITY, ALABAMA 35125
 PHONE: 205-884-7480
 FAX: 205-884-7768

QUOTATION NUMBER

3000717-0000-03

FAIRHO

BILL TO: CITY OF FAIRHOPE
 P.O. BOX 429
 FAIRHOPE AL 36533

SHIP TO: CITY OF FAIRHOPE
 555 SOUTH SECTION STREET
 FAIRHOPE AL 36532

CUSTOMER P.O. NO. TRANSFORMER QUOTE CUSTOMER P.O. NO. TRANSFORMER QUOTE
 QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION***

QUOTATION NUMBER	SLSMN.	QUOTATION DATE	ORDERED BY	CUSTOMER P.O. NUMBER	DATE
3000717-0000-03	308	09/02/20	306	TRANSFORMER QUOTE	
INSTRUCTIONS					PAGE NO.
					P 1

QUANTITY			DISP	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
10		<i>x 300.00</i>		25 KVA CONV. 7.2 7200/12470Y - 120/240 TRANSFORMER, NO TAPS POLE MOUNT, WITH FR3 INSULATING FLUID	EA		1027.0000	10270.00
6		<i>30.00</i>		15 KVA CONV. 7.2 7200/12470Y - 120/240 2-BUSH CONV TRANSFORMER, NO TAPS POLE MOUNT, WITH FR3 FLUID	EA		704.0000	4224.00
4		<i>730.00</i>		*25 KVA POLE MOUNT TRANSFORMER, 7200/12470Y, 277/480Y, NO TAPS, WITH FR3 INSULATING FLUID	EA		1027.0000	4108.00
8		<i>180.00</i>		25 KVA PAD 1 PH. PAD, 12470GRDY/7200 - 240/120 TRANSFORMER LOOPE FEED, NO TAPS, MEETS CUSTOMER (FAIRHOPE) SPEC	EA		1688.0000	13504.00

CONTINUED

Omission of quotation number or reference to an expired quotation will result in application of standard price at time of shipment. Standard terms and conditions of sale to apply. Deviations pertaining to the quantities, prices, or duration of the above quotation are not valid unless confirmed in writing by TRI-STATE UTILITY PRODUCTS, INC.

Thank You

TRI-STATE UTILITY PRODUCTS, INC.

ALL PRICES ARE BASED ON	ACCEPTANCE BY	AND ARE FIRM THRU
-------------------------	---------------	-------------------

BY _____



TRI-STATE UTILITY PRODUCTS, INC.
 105 ED GARDNER DRIVE
 PELL CITY, ALABAMA 35125
 PHONE: 205-884-7480
 FAX: 205-884-7768

QUOTATION NUMBER

3000717-0000-03

FAIRHO

BILL TO: CITY OF FAIRHOPE
 P.O. BOX 429
 FAIRHOPE AL 36533

SHIP TO: CITY OF FAIRHOPE
 555 SOUTH SECTION STREET
 FAIRHOPE AL 36532

CUSTOMER P.O. NO. TRANSFORMER QUOTE CUSTOMER P.O. NO. TRANSFORMER QUOTE
 QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION***

QUOTATION NUMBER	SLBMN	QUOTATION DATE	ORDERED BY	CUSTOMER P.O. NUMBER	DATE
3000717-0000-03	308	09/02/20	306	TRANSFORMER QUOTE	

INSTRUCTIONS		PAGE NO.
		P 2

QUANTITY			DISP	ITEM CODE AND DESCRIPTION	U/M	MULT	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
10		+ 800.00		*50 KVA PAD MOUNT SINGLE PHASE TRANSFORMER, 12470GRDY/7200, 240/120, WITH BUSHING WELLS AND 15KV INSERTS, FR3 INSUALTING FLUID, BAYONET FUSING W/DRIP SHIELD THREADED STUDS LV BUSHINGS, IFD	EA		2590.0000	25900.00
4		+ 800.00		*100 KVA PAD MOUNT SINGLE PHASE TRANSFORMER, 12470GRDY/7200, 240/120, LOOP FEED, NO TAPS WITH BUSHING WELLS AND 15 KV INSERTS, FR3 INSULATING FLUID, BAYONET FUS- ING W/ DRIP SHIELD, THREADED STUDS LV BUSHING IFD	EA		3501.0000	14004.00

FOB DESTINATION PREPAID AND
 ALLOWED FREIGHT
 TERMS: NET-30
 LEAD TIME: 4-5 WEEKS ARO
 WARRANTY: 3 YEARS
 WE ARE QUOTING REMANUFACTURED

CONTINUED

Omission of quotation number or reference to an expired quotation will result in application of standard price at time of shipment. Standard terms and conditions of sale to apply. Deviations pertaining to the quantities, prices, or duration of the above quotation are not valid unless confirmed in writing by TRI-STATE UTILITY PRODUCTS, INC.

Thank You

TRI-STATE UTILITY PRODUCTS, INC.

ALL PRICES ARE BASED ON	ACCEPTANCE BY	AND ARE FIRM THRU
-------------------------	---------------	-------------------

BY _____



TRI-STATE UTILITY PRODUCTS, INC.
 105 ED GARDNER DRIVE
 PELL CITY, ALABAMA 35125
 PHONE: 205-884-7480
 FAX: 205-884-7768

QUOTATION NUMBER

3000717-0000-03

FAIRHO

BILL TO: CITY OF FAIRHOPE
 P.O. BOX 429
 FAIRHOPE AL 36533

SHIP TO: CITY OF FAIRHOPE
 555 SOUTH SECTION STREET
 FAIRHOPE AL 36532

CUSTOMER P.O. NO. TRANSFORMER QUOTE

CUSTOMER P.O. NO. TRANSFORMER QUOTE

QUOTATIONQUOTATION***QUOTATION***QUOTATION***QUOTATION***

QUOTATION NUMBER	SLSMN.	QUOTATION DATE	ORDERED BY	CUSTOMER P.O. NUMBER	DATE
3000717-0000-03	308	09/02/20	306	TRANSFORMER QUOTE	

INSTRUCTIONS		PAGE NO.
		P 3

QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
				UNITS - EXCEPTIONS: PADMOUNTS: 7.7.1 PSI RATING FOR DEFORMATION NON-DOE LOSSES ARE NOT GUARANTEED TRANSFORMERS MAY VARY IN SIZE AND SHAPE **QUOTE VALID FOR 4 WEEKS**				

72,010.00

Omission of quotation number or reference to an expired quotation will result in application of standard price at time of shipment. Standard terms and conditions of sale to apply. Deviations pertaining to the quantities, prices, or duration of the above quotation are not valid unless confirmed in writing by TRI-STATE UTILITY PRODUCTS, INC.

Thank You

TRI-STATE UTILITY PRODUCTS, INC.

ALL PRICES ARE BASED ON	ACCEPTANCE BY	AND ARE FIRM THRU
----------------------------	---------------	-------------------

BY _____



2795 Cottonwood Rd
Dothan, AL 36301
www.gresco.com

SERVICE. INTEGRITY. COMMITMENT.

Gresco Rep: Jay Money
Email: jay.money@gresco.com
Phone: (334)268-1352

Quote Number: 090320
Quote Date: 9/3/20

Company: City of Fairhope
Attn: Clint Steadham
Phone: _____

QTY.	DESCRIPTION	PRICE	LINE TOTAL	LEAD TIME
8	25kVA PADMOUNT 12470GRDY/7200 240/120	\$ 1,739.00	\$ 13,912.00	14-16 WEEKS
10	50kVA PADMOUNT 12470GRDY/7200 240/120	\$ 2,031.25	\$ 20,312.50	14-16 WEEKS
4	100kVA PADMOUNT 12470GRDY/7200 240/120	\$ 2,770.90	\$ 11,083.60	14-16 WEEKS
10	25kVA POLEMOUNT 7200/12470Y 120/240	\$ 772.00	\$ 7,720.00	10-12 WEEKS
6	15kVA POLEMOUNT 7200/12470Y 120/240	\$ 670.00	\$ 4,020.00	10-12 WEEKS
4	25kVA POLEMOUNT 7200/12470Y 120/240	\$ 774.00	\$ 3,096.00	10-12 WEEKS
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
Note: All prices quoted are based upon quantities listed above. Any changes to the quantity may be subject to a requote.				
TOTAL		TOTAL	\$ 60,144.10	
42				

Freight: _____
Terms: Net 30 Days
Taxes: Extra, Where Applicable

Thank you for the opportunity to provide the above pricing to you

QTY	DESCRIPTION	PRICE	LEAD TIME
8	25KVA PAD 240/120 23470GrdY/7200	\$ 1,742.00	14-16 WEEKS
10	50KVA PAD 240/120 23470GrdY/7200	\$ 2,043.00	14-16 WEEKS
4	100KVA PAD 240/120 23470GrdY/7200	\$ 2,789.00	14-16 WEEKS
10	25KVA POLE 120/240 7200/12470Y	\$ 774.00	10-12 WEEKS
6	15KVA POLE 120/240 7200/12470Y	\$ 671.00	10-12 WEEKS
4	25KVA POLE 277/480 7200/12470Y	\$ 776.00	10-12 WEEKS

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope has voted to purchase 22 Single-Phase Mount Transformers for the Electric Department from Anixter Power Solutions with a total cost of \$41,404.22; and authorizes for procurement using the option allowed by Code of Alabama 1975, Section 41-16-51(b)(7): these are materials needed, used and consumed in the operation of our electric system.

DULY ADOPTED THIS 28TH DAY OF SEPTEMBER, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 9/17/2020

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of 22 Single-Phase Mount Transformers

Project Location: Electric Department inventory

Presented to City Council: 9/28/2020

Funding Request Sponsor: Mike Allison, Director of Operations
Jeremy Morgan, Electric Superintendent

Resolution # SEP 21 '20 P-8:24 *AM*

Approved _____

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 41,404.22 Total 22, different sizes

Vendor: Anixter Power Solutions

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 Plan/Zone

Project will be:

Expensed _____
 Capitalized _____
 Inventoried XXX

Funding Source:

Operating Expenses XXX
 Budgeted Capital _____
 Unfunded _____

Expense Code: 003-16050
 G/L Acct Name: Constr-Electric System Impr

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

Project Budgeted: \$ _____
 Balance Sheet Item-
 Included in projected
 cash flow \$41,404.22

Over (Under) budget amount: \$ _____

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

Capital Lease: _____ - Payment _____ Term _____

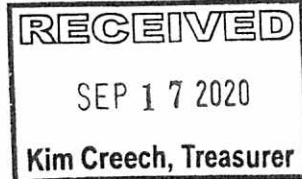
Comments: The procurement of these items is allowed without formal bid by Code of Alabama 1975, Section 41-16-51 (b)(7).

City Council Prior Approval/Date? _____

City Treasurer	Finance Director	Mayor
Purchasing Memo Date: <u>9/4/2020</u>	Purchasing Memo Date: <u>9/4/2020</u>	Delivered To Date: <u>9/17/2020</u>
Request Approved Date: <u>9/17/2020</u>	Request Approved Date: <u>9/17/2020</u>	Approved Date: _____
Signatures: <u>Kim Creech</u> Kim Creech	<u>Jill Caparisa, MBA</u> Jill Caparisa, MBA	<u>Mayor Karin Wilson</u> Mayor Karin Wilson



MEMO



To: Kimberly Creech, Treasurer

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

Date: September 4, 2020

Karin Wilson
Mayor

Re: Greensheet/Council approval to procure operational budgeted Single-Phase Pad Mount Transformers to replace stock for Electric Department

Council Members:

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

The Electric Department is requesting approval to replace stock items in the warehouse consisting of SINGLE-PHASE PAD MOUNT TRANSFORMERS. This procurement is budgeted for \$65,600.00, and this request is for 22 transformers at cost of **FORTY-ONE THOUSAND FOUR HUNDRED AND FOUR DOLLARS AND TWENTY-TWO CENTS (\$41,404.22)**. The procurement of these items is allowed without formal bid by Code of Alabama 1975, Section 41-16-51 (b) (7).

Lisa A. Hanks, MMC
City Clerk

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

Kimberly Creech
Treasurer

Quotes were obtained (see line items 4, 5, and 6 on attached quote). Jeremy Morgan, Electric Department Superintendent recommends the lowest quote be approved at a cost of **FORTY-ONE THOUSAND FOUR HUNDRED AND FOUR DOLLARS AND TWENTY-TWO CENTS (\$41,404.22)**. This is over the benchmark for greensheet approval and over the \$10,000 limit for City Council Approval. The vendor is **Anixter Power Solutions**.

Please compose and have approved a greensheet for this procurement of Single-Phase Pad Mount transformers from Anixter Power Solutions in the amount of \$41,404.22.

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

Cc: File, J. Morgan, M. Allison, C. Havranek

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

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Jeremy Morgan

Date: 9/4/2020

Department: Electric

ITEM OR SERVICE INFORMATION

- 1. What item or service do you need to purchase?** Single Phase Pad Transformers
- 2. What is the total cost of the item or service?** \$41404.22
- 3. Where will the item or service be physically located?** On the electric service territory
- 4. What is the primary function of the item or service?** Supply power to customers
- 5. How many do you need?** 22 total, different sizes
- 6. Item or Service Is:** New Used Replacement Annual Request
- 7. When do you anticipate implementation?** As soon as received
- 8. Additional Information or Comments:** Needed used and consumed

BUDGET INFORMATION

- 1. Is it budgeted?** Yes No Emergency Request
- 2. If budgeted, what is the budgeted amount?** \$65,000
- 3. What is the Capital Project Name or Operating Budget Code:** 50365
- 4. Check any applicable boxes:** State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

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

PURCHASING USE ONLY

Vendor Name: Click or tap here to enter text.

Vendor Number: Click or tap here to enter text.

Current Business License: Yes No



5030 Commerce Park Circle
Suite B
Pensacola, FL 32505

Transformers Pole & Pad

www.anixterpowersolutions.com

Phone: 850.494.2117
Fax: 850.494.2754

Quotation: U00637951.01

To: **CITY OF FAIRHOPE**
555 S SECTION ST
FAIRHOPE, AL 36533

Issued Date: **Sep 01, 2020**
Expiration Date: **Oct 01, 2020**

Attn: **Clint Steadham**
Phone:
Fax:

Sales Contact: **Emily Munn**
(P) 850.494.2117
(F) 850.494.2754
emily.munn@anixter.com

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
------	----------	-------------------------	----------	-------	------	----------

Quoting: Power Partners, Inc.

1		K7152E25ZZVQFR3 25kva POLE 7200/12470y 277/480 EZ Lift Eyebolt available for adder \$18.80/ea unit DEL: 12-14wks NOTE: No Load: 54 Load: 347 Total Loss: 401	4	815.630	EA	3,262.52
2		K7112E25ZZVQFR3 25kva POLE 7200/12470y 120/240 EZ Lift Eyebolt available for adder \$18.80/ea unit DEL: 12-14wks NOTE: No Load: 56 Load: 335 Total Loss: 391	10	828.130	EA	8,281.30
3		K7112E15ZZVQFR3 15kva POLE 7200/12470y 120/240 EZ Lift Eyebolt available for adder \$18.80/ea unit DEL: 12-14wks NOTE: No Load: 38 Load: 229 Total Loss: 267	6	719.800	EA	4,318.80
4		Q7111E25ZZVQFR3 25kva PAD 12470gy/7200 240/120 Exceptions taken to customer spec 1ph pad; 9.9.1 exception to mounting cleats; 9.9.4 drain valve will be provided, but exception to sampling device DEL: 12wks NOTE: No Load: 56 Load: 329 Total Loss: 385	8	1,509.380	EA	12,075.04
5		P7111E50ZZUQFR3 50kva PAD 12470gy/7200 240/120 Exceptions taken to customer spec 1ph pad; 9.9.1 exception to mounting cleats; 9.9.4 drain valve will be provided, but exception to sampling device DEL: 12wks NOTE: No Load: 93 Load: 559 Total Loss: 652	10	1,756.250	EA	17,562.50



5030 Commerce Park Circle
Suite B
Pensacola, FL 32505

Transformers Pole & Pad

Phone: 850.494.2117
Fax: 850.494.2754

www.anixterpowersolutions.com

Quotation: U00637951.01

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
------	----------	-------------------------	----------	-------	------	----------

Quoting: Power Partners, Inc.

6		P7111E99ZZVQFR3 100kva PAD 12470gy/7200 240/120	4	2,941.670	EA	11,766.68
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Exceptions taken to customer spec 1ph pad; 9.9.1 exception to mounting cleats; 9.9.4 drain valve will be provided, but exception to sampling device

DEL: 12wks

NOTE: No Load: 168 Load: 873 Total Loss: 1041

SECTION TOTAL: \$57,266.84

QUOTE TOTAL: \$57,266.84

Special Notes

- 1) All items are In Stock unless otherwise noted.
- 2) All item pricing on this quote is valid for thirty days unless otherwise specified.
- 3) All applicable taxes apply.

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE ANIXTER TERMS AND CONDITIONS OF SALE PUBLISHED AT THE LINK BELOW ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

<http://www.anixter.com/TERMSANDCONDITIONS>

Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.

The impacts of COVID-19 cannot be reasonably determined at this time. This quote/proposal does not account for any potential adverse impacts COVID-19 may have on Anixter's performance or obligations herein. In the event of any delays or adverse impacts, Anixter reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind.



5030 Commerce Park Circle
Suite B
Pensacola, FL 32505

Transformers Pole & Pad

Phone: 850.494.2117
Fax: 850.494.2754

www.anixterpowersolutions.com

Quotation: U00637951.01

To: **CITY OF FAIRHOPE**
555 S SECTION ST
FAIRHOPE, AL 36533

Issued Date: **Sep 01, 2020**
Expiration Date: **Oct 01, 2020**

Attn: **Clint Steadham**
Phone:
Fax:

Sales Contact: **Emily Munn**
(P) 850.494.2117
(F) 850.494.2754
emily.munn@anixter.com

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
------	----------	-------------------------	----------	-------	------	----------

Quoting: Power Partners, Inc.

1		K7152E25ZZVQFR3 25kva POLE 7200/12470y 277/480 EZ Lift Eyebolt available for adder \$18.80/ea unit DEL: 12-14wks NOTE: No Load: 54 Load: 347 Total Loss: 401	4	815.630	EA	3,262.52
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4		Q7111E25ZZVQFR3 25kva PAD 12470gy/7200 240/120 Exceptions taken to customer spec 1ph pad; 9.9.1 exception to mounting cleats; 9.9.4 drain valve will be provided, but exception to sampling device DEL: 12wks NOTE: No Load: 56 Load: 329 Total Loss: 385	8	1,509.380	EA	12,075.04
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pole = 15,862.62

*\$
PAD = 41,404.00*



5030 Commerce Park Circle
Suite B
Pensacola, FL 32505

Transformers Pole & Pad

Phone: 850.494.2117
Fax: 850.494.2754

www.anixterpowersolutions.com

Quotation: U00637951.01

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
------	----------	-------------------------	----------	-------	------	----------

Quoting: Power Partners, Inc.

6		P7111E99ZZVQFR3 100kva PAD 12470gy/7200 240/120 Exceptions taken to customer spec 1ph pad; 9.9.1 exception to mounting cleats; 9.9.4 drain valve will be provided, but exception to sampling device	4	2,941.670	EA	11,766.68
---	--	--	---	-----------	----	-----------

DEL: 12wks

NOTE: No Load: 168 Load: 873 Total Loss: 1041

SECTION TOTAL: \$57,266.84

QUOTE TOTAL: \$57,266.84

Special Notes

- 1) All items are In Stock unless otherwise noted.
- 2) All item pricing on this quote is valid for thirty days unless otherwise specified.
- 3) All applicable taxes apply.

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE ANIXTER TERMS AND CONDITIONS OF SALE PUBLISHED AT THE LINK BELOW ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

<http://www.anixter.com/TERMSANDCONDITIONS>

Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.

The impacts of COVID-19 cannot be reasonably determined at this time. This quote/proposal does not account for any potential adverse impacts COVID-19 may have on Anixter's performance or obligations herein. In the event of any delays or adverse impacts, Anixter reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind.



STUART C IRBY BR110 PENSACOLA
 5208 SYCAMORE DRIVE
 PENSACOLA FL 32503-2266
 850-476-5580 Fax 850-478-3926

Quotation

QUOTE DATE	ORDER NUMBER
08/31/20	S012060827
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	PAGE NO. 1

SOLD TO:
 CITY OF FAIRHOPE
 PO BOX 429
 FAIRHOPE, AL 36533-0429

SHIP TO:
 CITY OF FAIRHOPE
 ELECTRICAL DEPT
 555 SOUTH SECTION ST.
 FAIRHOPE, AL 36532-1609

ORDERED BY: CLINT

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
39417						Tressa A Sinclair	
INSIDE SALESPERSON			REQD DATE	FRGHT ALLWD	SHIP VIA		
Sarah A Dunn			08/31/20	Yes			
ORDER QTY	SHIP QTY	LINE	DESCRIPTION			Prc/Uom	Ext.Amt
8EA		1	PPI S257212-NT-IFD 1PHASE PAD-MT 25KVA HV:12470GY/7200 LV: 240/120 LOOP FEED IFD **Special Order Product**			1525.000EA	12200.00
10EA		2	PPI S507212-NT-IFD 1PHASE PAD-MT 50KVA HV: 12470GY/7200 LV: 240/120 LOOP FEED NO TAP WITH IFD **Special Order Product**			1774.000EA	17740.00
4EA		3	PPI S1007212-NT-IFD 1PHASE PAD-MT 100KVA HV: 12470GY/7200 LV: 240/120 NO TAPS LOOP FEED WITH IFD **Special Order Product** DELIVERY 12-14 WEEKS ON ALL EXCEPTIONS TAKEN TO CUSTOMER SPEC 1PH PAD 9.9.1 EXCEPTION TO MOUNTING CLEATS 9.9.4 DRAIN VALVE WILL BE PROVIDED BUT EXCEPTION TO SAMPLING DEVICE			2973.000EA	11892.00

*** This is a quotation ***

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

For Terms and Conditions, Please See our website.

Subtotal	41832.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	41832.00

** Reprint ** Reprint ** Reprint **

+



STUART C IRBY BR110 PENSACOLA
 5208 SYCAMORE DRIVE
 PENSACOLA FL 32503-2266
 850-476-5580 Fax 850-478-3926

Quotation

QUOTE DATE	ORDER NUMBER
08/31/20	S012061224
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	PAGE NO. 1

SOLD TO:
 CITY OF FAIRHOPE
 PO BOX 429
 FAIRHOPE, AL 36533-0429

SHIP TO:
 CITY OF FAIRHOPE
 ELECTRICAL DEPT
 555 SOUTH SECTION ST.
 FAIRHOPE, AL 36532-1609

ORDERED BY: CLINT

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
39417						Tressa A Sinclair	
INSIDE SALESPERSON		REQD DATE		FRGHT ALLWD		SHIP VIA	
Sarah A Dunn		08/31/20		Yes			
ORDER QTY	SHIP QTY	LINE	DESCRIPTION			Prc/Uom	Ext.Amt
6EA		1	*PPI C157212-NT-2B XFMR 1PH CONV POLE-MT 15KVA HV: 7200/12470Y LV: 120/240 NO TAPS 2-BUSHING **Special Order Product** DELIVERY: 12-14 WEEKS			727.000EA	4362.00
10EA		2	PPI C257212-2B-NT XFMR 1PH CONV POLE-MT HV: 7200/12470Y LV: 120/240 2BUSHING NO TAPS **Special Order Product** DELIVERY: 12-14 WEEKS			837.000EA	8370.00

*** This is a quotation ***

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

For Terms and Conditions, Please See our website.

Subtotal	12732.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	12732.00

** Reprint ** Reprint ** Reprint **

7



STUART C IRBY BR110 PENSACOLA
 5208 SYCAMORE DRIVE
 PENSACOLA FL 32503-2266
 850-476-5580 Fax 850-478-3926

Quotation

QUOTE DATE	ORDER NUMBER
09/03/20	S012067927
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	PAGE NO. 1

SOLD TO:
 CITY OF FAIRHOPE
 PO BOX 429
 FAIRHOPE, AL 36533-0429

SHIP TO:
 CITY OF FAIRHOPE
 ELECTRICAL DEPT
 555 SOUTH SECTION ST.
 FAIRHOPE, AL 36532-1609

ORDERED BY: JEREMY

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
39417						Tressa A Sinclair	
INSIDE SALESPERSON		REQD DATE		FRGHT ALLWD		SHIP VIA	
Sarah A Dunn		09/03/20		Yes			
ORDER QTY	SHIP QTY	LINE	DESCRIPTION			Prc/Uom	Ext.Amt
4EA		1	*PPI C257227-NT-2B 1PH CONV, 25KVA HV: 7200/12470Y LV: 277/480Y PER RUS SPECS. **Special Order Product** DELIVERY: 12-14 WEEKS			829.000EA	3316.00

*** This is a quotation ***

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

For Terms and Conditions, Please See our website.

Subtotal	3316.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	3316.00

** Reprint ** Reprint ** Reprint **

\$ 59880.00



TRI-STATE UTILITY PRODUCTS, INC.
 105 ED GARDNER DRIVE
 PELL CITY, ALABAMA 35125
 PHONE: 205-884-7480
 FAX: 205-884-7768

QUOTATION NUMBER

3000717-0000-03

FAIRHO

BILL

TO: CITY OF FAIRHOPE
 P.O. BOX 429
 FAIRHOPE AL 36533

SHIP

TO: CITY OF FAIRHOPE
 555 SOUTH SECTION STREET
 FAIRHOPE AL 36532

CUSTOMER P.O. NO. TRANSFORMER QUOTE

CUSTOMER P.O. NO. TRANSFORMER QUOTE

QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION***

QUOTATION NUMBER	SLSMN.	QUOTATION DATE	ORDERED BY	CUSTOMER P.O. NUMBER	DATE
3000717-0000-03	308	09/02/20	306	TRANSFORMER QUOTE	
INSTRUCTIONS					PAGE NO.
					P 1

QUANTITY			DISP	ITEM CODE AND DESCRIPTION	U/M	MULT	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
10		<i>+300.00</i>		25 KVA CONV. 7.2 7200/12470Y - 120/240 TRANSFORMER, NO TAPS POLE MOUNT, WITH FR3 INSULATING FLUID	EA		1027.0000	10270.00
6		<i>+30.00</i>		15 KVA CONV. 7.2 7200/12470Y - 120/240 2-BUSH CONV TRANSFORMER, NO TAPS POLE MOUNT, WITH FR3 FLUID	EA		704.0000	4224.00
4		<i>+230.00</i>		*25 KVA POLE MOUNT TRANSFORMER, 7200/12470Y, 277/480Y, NO TAPS, WITH FR3 INSULATING FLUID	EA		1027.0000	4108.00
8		<i>+180.00</i>		25 KVA PAD 1 PH. PAD, 12470GRDY/7200 - 240/120 TRANSFORMER LOOPE FEED, NO TAPS, MEETS CUSTOMER (FAIRHOPE) SPEC	EA		1688.0000	13504.00

CONTINUED

Omission of quotation number or reference to an expired quotation will result in application of standard price at time of shipment. Standard terms and conditions of sale to apply. Deviations pertaining to the quantities, prices, or duration of the above quotation are not valid unless confirmed in writing by TRI-STATE UTILITY PRODUCTS, INC.

Thank You

TRI-STATE UTILITY PRODUCTS, INC.

ALL PRICES ARE BASED ON	ACCEPTANCE BY	AND ARE FIRM THRU
----------------------------	---------------	-------------------

BY _____



TRI-STATE UTILITY PRODUCTS, INC.
 105 ED GARDNER DRIVE
 PELL CITY, ALABAMA 35125
 PHONE: 205-884-7480
 FAX: 205-884-7768

QUOTATION NUMBER

3000717-0000-03

FAIRHO

BILL

TO: CITY OF FAIRHOPE
 P.O. BOX 429
 FAIRHOPE AL 36533

SHIP

TO: CITY OF FAIRHOPE
 555 SOUTH SECTION STREET
 FAIRHOPE AL 36532

CUSTOMER P.O. NO. TRANSFORMER QUOTE

CUSTOMER P.O. NO. TRANSFORMER QUOTE

QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION***

QUOTATION NUMBER	SLSMN	QUOTATION DATE	ORDERED BY	CUSTOMER P.O. NUMBER	DATE
3000717-0000-03	308	09/02/20	306	TRANSFORMER QUOTE	

INSTRUCTIONS

PAGE NO.

P

2

QUANTITY			DISP	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
10		+ 800. ⁰⁰		*50 KVA PAD MOUNT SINGLE PHASE TRANSFORMER, 12470GRDY/7200, 240/120, WITH BUSHING WELLS AND 15KV INSERTS, FR3 INSUALTING FLUID, BAYONET FUSING W/DRIP SHIELD THREADED STUDS LV BUSHINGS, IFD	EA		2590.0000	25900.00
4		+ 800. ⁰⁰		*100 KVA PAD MOUNT SINGLE PHASE TRANSFORMER, 12470GRDY/7200, 240/120, LOOP FEED, NO TAPS WITH BUSHING WELLS AND 15 KV INSERTS, FR3 INSULATING FLUID, BAYONET FUS- ING W/ DRIP SHIELD, THREADED STUDS LV BUSHING IFD	EA		3501.0000	14004.00

FOB DESTINATION PREPAID AND
 ALLOWED FREIGHT
 TERMS: NET-30
 LEAD TIME: 4-5 WEEKS ARO
 WARRANTY: 3 YEARS
 WE ARE QUOTING REMANUFACTURED

CONTINUED

Omission of quotation number or reference to an expired quotation will result in application of standard price at time of shipment. Standard terms and conditions of sale to apply. Deviations pertaining to the quantities, prices, or duration of the above quotation are not valid unless confirmed in writing by TRI-STATE UTILITY PRODUCTS, INC.

Thank You

TRI-STATE UTILITY PRODUCTS, INC.

ALL PRICES ARE BASED ON	ACCEPTANCE BY	AND ARE FIRM THRU
----------------------------	---------------	-------------------

BY _____



TRI-STATE UTILITY PRODUCTS, INC.
 105 ED GARDNER DRIVE
 PELL CITY, ALABAMA 35125
 PHONE: 205-884-7480
 FAX: 205-884-7768

QUOTATION NUMBER

3000717-0000-03

FAIRHO

BILL

TO: CITY OF FAIRHOPE
 P.O. BOX 429
 FAIRHOPE AL 36533

SHIP

TO: CITY OF FAIRHOPE
 555 SOUTH SECTION STREET
 FAIRHOPE AL 36532

CUSTOMER P.O. NO. TRANSFORMER QUOTE

CUSTOMER P.O. NO. TRANSFORMER QUOTE

QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION***

QUOTATION NUMBER	SLSNH	QUOTATION DATE	ORDERED BY	CUSTOMER P.O. NUMBER	DATE
3000717-0000-03	308	09/02/20	306	TRANSFORMER QUOTE	

INSTRUCTIONS		PAGE NO.
		P 3

QUANTITY			D-SP	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
				UNITS - EXCEPTIONS: PADMOUNTS: 7.7.1 PSI RATING FOR DEFORMATION NON-DOE LOSSES ARE NOT GUARANTEED TRANSFORMERS MAY VARY IN SIZE AND SHAPE **QUOTE VALID FOR 4 WEEKS**				
								72,010.00

Omission of quotation number or reference to an expired quotation will result in application of standard price at time of shipment. Standard terms and conditions of sale to apply. Deviations pertaining to the quantities, prices, or duration of the above quotation are not valid unless confirmed in writing by TRI-STATE UTILITY PRODUCTS, INC.

Thank You

TRI-STATE UTILITY PRODUCTS, INC.

ALL PRICES ARE BASED ON	ACCEPTANCE BY	AND ARE FIRM THRU
----------------------------	---------------	-------------------

BY _____



2795 Cottonwood Rd
Dothan, AL 36301
www.gresco.com

SERVICE. INTEGRITY. COMMITMENT.

Gresco Rep: Jay Money
Email: jay.money@gresco.com
Phone: (334)268-1352

Quote Number: 090320
Quote Date: 9/3/20

Company: City of Fairhope
Attn: Clint Steadham
Phone: _____

QTY.	DESCRIPTION	PRICE	LINE TOTAL	LEAD TIME
8	25kVA PADMOUNT 12470GRDY/7200 240/120	\$ 1,739.00	\$ 13,912.00	14-16 WEEKS
10	50kVA PADMOUNT 12470GRDY/7200 240/120	\$ 2,031.25	\$ 20,312.50	14-16 WEEKS
4	100kVA PADMOUNT 12470GRDY/7200 240/120	\$ 2,770.90	\$ 11,083.60	14-16 WEEKS
10	25kVA POLEMOUNT 7200/12470Y 120/240	\$ 772.00	\$ 7,720.00	10-12 WEEKS
6	15kVA POLEMOUNT 7200/12470Y 120/240	\$ 670.00	\$ 4,020.00	10-12 WEEKS
4	25kVA POLEMOUNT 7200/12470Y 120/240	\$ 774.00	\$ 3,096.00	10-12 WEEKS
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
Note: All prices quoted are based upon quantities listed above. Any changes to the quantity may be subject to a requote.				
TOTAL		TOTAL	\$ 60,144.10	
42				

Freight: _____
Terms: Net 30 Days
Taxes: Extra, Where Applicable

Thank you for the opportunity to provide the above pricing to you

QTY	DESCRIPTION	PRICE	LEAD TIME
8	25KVA PAD 240/120 23470GrdY/7200	\$ 1,742.00	14-16 WEEKS
10	50KVA PAD 240/120 23470GrdY/7200	\$ 2,043.00	14-16 WEEKS
4	100KVA PAD 240/120 23470GrdY/7200	\$ 2,789.00	14-16 WEEKS
10	25KVA POLE 120/240 7200/12470Y	\$ 774.00	10-12 WEEKS
6	15KVA POLE 120/240 7200/12470Y	\$ 671.00	10-12 WEEKS
4	25KVA POLE 277/480 7200/12470Y	\$ 776.00	10-12 WEEKS

RESOLUTION NO. _____

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

[1] That the City of Fairhope approves the procurement of a 16' Prefabricated Aluminum Bridge for the Sidewalk on Nichols Avenue for the Public Works Department from Liberty Bridges with a cost of \$10,158.00. This project is in conjunction with the Fairhope Single Tax Corporation who will be performing the installation of the sidewalk.

Adopted on this 28th day of September, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 9/17/2020

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of a 16' prefabricated aluminum bridge for the sidewalk on Nichols Avenue from Liberty Bridges

Project Location: Nichols Avenue

Presented to City Council: 9/28/2020

Resolution #: SEP 21 '20 - 8124

Funding Request Sponsor: Richard Johnson, Public Works Director
Arthur Bosarge, Assistant public Works Director
George Ladd, Supervisor Streets/Construction

Changed _____
Rejected _____

LAH

Project Cash Requirement Requested:
Cost: \$ 10,168.00

Vendor: Liberty Bridges

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

Department Funding This Project

~~General~~ Gas Electric Water Sewer Gas Tax Cap Prod Impact Health

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 ~~Street-35~~ Sanitation-40
Fac Maint-45 Golf-50 Golf Grounds-55 Museum-70 Debt Service-85 Marina-34 Plan/Zone

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 001350-51420
G/L Acct Name: Sidewalks

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

Project Budgeted: \$ 9,331.00
Balance Sheet Item-
Included in projected
cash flow \$0.00

Over (Under) budget amount: \$ 827.00

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

Comments:

This project is in conjunction with the Single Tax Colony who will be performing the installation of the sidewalk.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 9/9/2020

Purchasing Memo Date: 9/9/2020

Delivered To Date: 9/17/2020

Request Approved Date: 9/17/2020

Request Approved Date: 9/17/2020

Approved Date: _____

Signatures

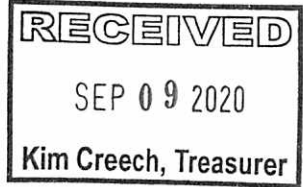
Kim Creech
Kim Creech

Jill Cabaniss
Jill Cabaniss, MBA

Mayor Kamin Wilson
Mayor Kamin Wilson



MEMO



To: Kimberly Creech, Treasurer

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

Date: September 9, 2020

Re: Prefabricated Pedestrian Bridge Nichols Avenue

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 Streets Department is requesting procurement of a 16' prefabricated aluminum bridge for the sidewalk on Nichols Avenue. This project is in conjunction with the Single Tax Colony who will be performing the installation of the sidewalk. Three Quotes were obtained and the lowest quote for a 16' bridge is from **Liberty Bridges** in the amount of TEN THOUSAND ONE HUNDRED AND FIFTY-EIGHT DOLLARS AND ZERO CENTS (\$10,158.00).

Three quotes are attached.

Please compose a greensheet and obtain Council approval for budgeted Public Works project to procure a 16' prefabricated aluminum bridge from Liberty Bridges in an amount \$10,158.00

Cc: File, R. Johnson, A. Borsage, G. Ladd, C. Steadham

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: Arthur Bosarge

Date: 9/8/2020

Department: Public Works

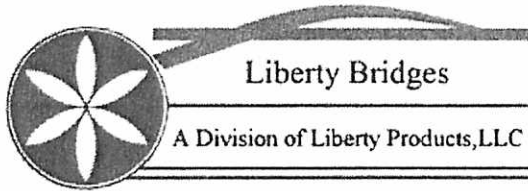
ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? Purchase walk bridge for Nichols Ave. Sidewalk
2. What is the total cost of the item or service? \$10,158
3. Where will the item or service be physically located? Nichols Ave.
4. What is the primary function of the item or service? Bridge for sidewalk installation
5. How many do you need? 1
6. Item or Service Is: New Used Replacement Annual Request
7. When do you anticipate implementation? ASAP
8. Additional Information or Comments: Sidewalk being installed by Single Tax Colony
9. Vendor Name: Liberty Bridges
10. Vendor Number: Pending new vendor set up

BUDGET INFORMATION

1. Is it budgeted? Yes No Emergency Request
2. If budgeted, what is the budgeted amount? \$10,153
3. What is the Capital Project Name or Operating Budget Code: 001350-51420
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.*



Liberty Products, LLC
 187 Dutton Road
 Section, Alabama 35771
 Direct: (256) 996-2342
 Fax: (800) 869-0617
 Contact: Darryl Yates (John 3:16)
 Website: www.tlc-fab.com
 Email: dyates@tlc-fab.com

www.libertycatwalks.com
www.libertyproductsllc.com

Date: 8/28/2020
 To: City of Fairhope, Alabama
 Attn: Clint Steadham
 Phone:
 Fax:
 Quote Reference #: EBS-3959
 Project Name: Nichols Avenue Sidewalk Pedestrian Bridges
 Project Location: Fairhope, Alabama

Catwalk Style:	Liberty Series	Liberty Series
Catwalk Span:	12'-0"	16'-0"
Catwalk Width:	5'-0" Clear Width	5'-0" Clear Width
Type Material:	6061-T6 or 6063-T6	6061-T6 or 6063-T6
Finish Type:	Mill Finish	Mill Finish
Type Floor:	Ribbed Planks	Ribbed Planks
Floor Thickness:	1x6	1x6
Field Splice:	Not Required	Not Required
# of Pieces:	1	1
Pedestrian Load:	90 PSF loading	90 PSF loading
Design Stresses:	AASHTO LRFD	AASHTO LRFD
Toe Plate:	Not Required	Not Required
Rail Type:	Vertical Pickets	Vertical Pickets
Rail Height:	42"	42"
Rail Openings:	less than 4" openings	less than 4" openings
Anchor Bolts:	By Contractor	By Contractor
Standard Bearing Plates:	By Liberty	By Liberty
Lifting Weight of Structure:	1404	1685
Cost Delivered to Jobsite:	<u>\$9,158</u>	<u>\$10,158</u>

Total Cost Delivered to Fairhope, AL **\$19,316**

Please add tax if applicable.
 The above price does not include site construction costs, erection, taxes or unloading cost.
 Engineering/Design: 2 or 3 weeks after signed contract and deposit.
 Delivery: 8 to 10 weeks after approval of shop drawings and payment. (Delivery to the nearest location easily accessible to over-the-road trucks).
 Drawings will be sealed by our registered Engineer in the state of **ALABAMA**
 Contract Terms: 45% payment due with signed contract.
 55 % Due 30 Days after Deliver

Sincerely,
 Darryl Yates (John 3:16) I understand that upon signing this Sales Quotation it will become an Order and is a
 Sales Manager binding Contract.
 Liberty Bridges/A Division of Liberty Products
 Authorized Signature _____ Date: _____



BRIDGE MANUFACTURING CO.

www.excelbridge.com
Nationwide Service
(949) 283-9628

Bridge Quote

Date: September 3, 2020
Total Pages: 3

**RE: Nichols Avenue Sidewalk Bridge, Fairhope, AL, Public Works Director,
Richard D. Johnson, richard.johnson@fairhopeal.gov
PE Office: 251-929-0360, Cell: 251-423-7418,**

*Family owned & operated since 1952. 100% Engineered & Built in the USA.
Thanks for the opportunity to work with you!*

Quantity (1) 16'L x 5'W & (1) 12'L x 5'W Pratt Truss tubular aluminum bridge. The Bridge will be shipped in 2 separate and complete sections ready to be installed at delivery location. The on-site construction team will need to set bridge in place on abutment. Approximate/estimated lifting weights for both bridges, respectively: 2,000 lbs and 1,500 lbs each.

(2) Aluminum Bridges Total Price: F.O.B. Fairhope, AL...\$37,874
16' Bridge - ~~\$21,642.00~~ 12' Bridge - \$16,232.00

Abutment design, anchor bolt design, and actual anchor bolts to be provided by owner.

Optionally, IF Excel Bridge is elected to design the abutment receptacle, an official geotechnical survey specifying soil borings and foundation report is required. Excel abutment designs use 2500 psi soil bearing pressure, or better, and must not be built into a slope. If Excel is elected to design abutment:

Price for Design with Spread Footing (optional): \$2,500.00 each bridge
Price for Design with Drilled Piers/Piles (optional): \$3,500.00 each bridge
(Excludes Any Applicable Taxes At Time Of Delivery)

Please note: *Excel Bridge is not responsible for any special inspections or weld testing unless specifically called out in this letter. *Excel Bridge reserves the right to utilize material sizes that may differ from those reflected in the plan documents, w/calculations verifying such material changes meet design load requirements per specs. *Information in quote assumed to be accurate, but PLEASE CONFIRM INFO & TIMELINES PRIOR TO PLACING ORDER. THANK YOU!

Time Lines: Barring unexpected delays due to lack of requisite information or excessive waiting periods for design clarification or RFI response from parties outside of Excel, the following are approximate/general project timelines:

- 1) Approximately 2-3 weeks minimum** to receive drawing designs/specifications by a state licensed engineer.
- 2) Unspecified** timeline for the reviewing party to approve bridge design and fabrication.
- 3) Approximately 6-8 weeks AFTER DESIGN AND FABRICATION ARE APPROVED.**
*Fabrication timeline may vary and is primarily based on selected material availability at date/time of fabrication approval.

Design & Fabrication provided by Excel Bridge:

It is Excel Bridge's goal to meet specified bridge details and loading requirements. However, because it's possible that not all desired details may be specified, we want to point out the following assumptions (changes may affect price):

From: Rutledge Davis
To: Richard Johnson
Subject: RE: Gator Bridge Quote
Date: Thursday, August 27, 2020 3:52:02 PM
Attachments: FairHope 16 ft Cascade.pdf

Greetings Richard,

Good Speaking with you on the phone. Pleas elet me know if you have any questions.

Gator Cascade Truss Pedestrian Bridge

- * Bridge: 5' Inside Clear Width x 16'L
- * Cascade Truss
- * Mill Finish 6061 T6 Aluminum
- * AASHTO Design – 90psf Pedestrian Loading
- * 130 Wind Loading
- * Aluminum Non Slip Decking
- * 42" Horizontal Rail
- *36" ADA Grabrail
- * AL State PE Stamp on final design and calculations.
- * Approximate weight- 1262 pounds
- * Anchor Bolt design & Actual Anchor Bolts provided by others
- * Abutment deigns and offloading by others

Delivered Bridge Price- **\$13,053 Cascade Truss**

12 foot same as above \$10,945 Weight 985lbs

Rutledge Davis
Director of Sales
678-435-4118
RDavis@CMILC.com



**GatorDock | GatorBridge
GatorAccess**

RESOLUTION NO. ____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute an Extension with the Government & Economic Development Institute (GEDI) with Auburn University for First Phase of the Auburn Personnel System Project which includes updating all job descriptions, grades, making them compliant with Federal Law and more. The completion was scheduled for September 30, 2020, but there is need for development of additional organizational information and modifications. The new completion date will be December 18, 2020.

DULY ADOPTED THIS 28TH DAY OF SEPTEMBER, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk



GOVERNMENT & ECONOMIC
DEVELOPMENT INSTITUTE

Karin Wilson, Mayor
City of Fairhope
City Hall
161 North Section Street
Fairhope, Alabama 36532

September 14, 2020

Dear Mayor Wilson:

This is being written in confirmation of our discussion and understanding regarding the progress and continuation of the projects being undertaken by GEDI for the City of Fairhope.

We are committed to completing the projects within the perspectives of governmental best practices, compliance with federal and state laws, and with issues supporting equity built into the project, each of which we have discussed.

In continuing to engage, we (HR Consulting) will develop and complete an interim report that identifies recommendations that will support the purposes and the goals of the City as identified in the project proposal that was approved by both the City and the University. These recommendations have practical impacts on the jobs, job titles, and reporting/organizational structure, as well as the organizational and strategic planning project. This report will be submitted to you on or before October 16th.

It is within the framework of the personnel system project, that I request your support and assistance for a project timeline extension. Specifically, we are requesting a "no-cost extension" for the project. The project is running behind the originally planned schedule and completion date of September 30, 2020. We are currently completing the job descriptions and noting the need for development of additional organizational information and modifications. As a result of conducting this additional work, we suggest that the project be scheduled for completion on December 18, 2020 (please see attached). There are no changes in the cost of the project due to the time extension. Please verify that time extension for the project is acceptable by reviewing, signing the agreement for the extension, attached, and returning it to me.

Please let me know if there are questions, or a need to discuss this further.

Thank you for your consideration.

Maria Tamblyn

Maria Tamblyn


Fixed Price Technical Assistance Agreement Modification

Sponsor	University
Institution/Organization Name: City of Fairhope Address: City Hall 161 N. Section Street Fairhope, AL 36532	Institution/Organization Name: Auburn University Address: 310 Samford Hall Auburn University, AL 36849-5131
Sponsor Project Contact Name: Ms. Leslie Green	University PI: Maria Tamblyn
Prime Award No.: NA	Agreement No.: NA
Effective Date of Modification: September 1, 2020	Modification No.: 01
Amount Obligated by this Action: \$0	Revised/Total Obligated Amount: (no impact/change)
Previous Expiration Date: September 30, 2020	Current Expiration Date: December 18, 2020
<p><input checked="" type="checkbox"/> The following modifies the original Fixed Price Technical Assistance Agreement Terms and Conditions:</p> <p>Sponsor provides University a no cost extension through December 18, 2020.</p> <p><input checked="" type="checkbox"/> All other original Fixed Price Technical Assistance Agreement Terms and Conditions are unchanged.</p>	
Authorized Official of the Sponsor <hr style="width: 80%; margin-left: 0;"/> <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 0;"> Signature Date </div> Name: Title: City of Fairhope	Authorized Official of the University <hr style="width: 80%; margin-left: 0;"/> <div style="display: flex; justify-content: space-between; width: 80%; margin-left: 0;"> Signature Date </div> Name: Title:

RESOLUTION NO. 3452-19

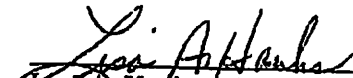
BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of the Government & Economic Development Institute (GEDI) with Auburn University for Professional Consulting Services for First Phase of the Auburn Personnel System Project which includes updating all job descriptions, grades, making them compliant with Federal Law and more; and hereby authorizes Mayor Karin Wilson to execute a contract with a not to exceed \$60,000.00.

DULY ADOPTED THIS 8TH DAY OF JULY, 2019



Karin Wilson, Mayor

Attest:



Lisa A. Hanks, MMC
City Clerk

**AUBURN UNIVERSITY
FIXED PRICE TECHNICAL ASSISTANCE AGREEMENT**

This Agreement is made between the City of Fairhope Alabama (Sponsor), City of Fairhope, Atten: Ms. Leslie Green, HR Manager, City Hall, 161 N. Section St., Fairhope, AL 36532, and Auburn University, (Auburn) located at 310 Samford Hall, Auburn University, AL 36849-5131. The Sponsor desires to provide financial support for technical assistance services which are of mutual interest to Auburn and to Sponsor. The Project will further the Instructional, Research and Public Service missions of Auburn in a manner consistent with its status as a non-profit, tax-exempt, educational institution and may derive benefits for both Sponsor and Auburn. The details of the services are attached as Appendix A and incorporated by reference.

1. **PROJECT TITLE** *details are given in Appendix A
Personnel System project for the City of Fairhope Alabama
2. **PERSONNEL AND FACILITIES**
Auburn has the personnel and facilities necessary to complete the project. Auburn will undertake the project through its Department of: Government and Economic Development Institute/HR
Auburn's Principal Investigator for the Project is:
Maria Tamblyn
3. **PROJECT PERIOD**
The Project begins September 15 2019 and ends September 30, 2020.
4. **FINANCIAL SUPPORT**
For support of the Project, Sponsor agrees to provide the sum total of \$53,533.06, invoiced in 3 quarterly installments of \$13,383.26, with a final payment of \$13,383.28 due upon invoice at the conclusion of the project.
5. **PAYMENT**
Make checks payable to Auburn University and mail to Director, Contracts and Grants Accounting, 208 M. White Smith Hall, Auburn University; Alabama 36849-5110.
6. **TECHNICAL REPORTS**
Auburn agrees to furnish, through the Principal Investigator, to the Sponsor: (i) technical reports and other research deliverables, as outlined in Appendix A, and (ii) a final report. All reports and research deliverables are the property of the Sponsor. The end-of-project report includes job descriptions, a Classification Plan, Pay Plan, and Project Report. Auburn reserves the right to use such reports and deliverables for research and educational purposes subject to the confidentiality provisions of Article 7.
7. **SPONSOR CONFIDENTIAL INFORMATION**
Should it be necessary for either party to receive the other's confidential information, the disclosing party agrees to disclose such information in writing and marked "confidential", or if given orally, reduced to writing and clearly marked as confidential within 30 days of the oral disclosure. The receiving party agrees to safeguard the disclosing party's confidential material to the same extent it safeguards its own for a period of three (3) years from the end date or termination of this agreement. Confidential information does not include (a) information which is now or hereafter becomes a part of the public domain; (b) information known to the receiving party before disclosure to it by the disclosing party hereunder as evidenced by its records; (c) information given to the receiving party by a third party having a right to disclose the same; or (d) information which the receiving party is compelled to disclose by

judicial or administrative process, or by other mandatory requirements of law."

8. **PUBLICATION RIGHTS**
 There will be no publications as a result of this technical assistance project.
9. **DISCLAIMER OF WARRANTY**
THE SPONSOR WILL RECEIVE RESEARCH PROJECT RESULTS, REPORTS, DATA, AND DELIVERABLES "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AUBURN IS NOT LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES SUFFERED BY SPONSOR AS A RESULT OF SPONSOR'S USE OF PROJECT RESULTS, REPORTS, DATA, OR DELIVERABLES.
10. **PUBLICITY**
The parties will not use the name of the other or the other's project staff in any publicity, advertising, or new release without the prior written consent of the other. Sponsor will not state or imply that Auburn has tested or approved any product or process. Auburn shall be free to announce receipt of funding in routine campus announcements.
11. **COMPLETION**
Auburn will use its best efforts to complete the Project on time and in accordance with Appendix A. The parties agree that the nature of research and the Project is such that Auburn does not guarantee the completion of the Project within the Project Period. Auburn is under no obligation to spend more on the Project than the funds provided by the Sponsor for the Project.
12. **EQUIPMENT**
Auburn retains title to the equipment purchased for this project with funds provided by Sponsor.
13. **GENERAL**
This instrument contains the entire agreement between the parties with respect to the subject matter hereof. If Sponsor issues a purchase order to initiate the Project, the terms of the Agreement supersede in their entirety the Terms of the purchase order. No modification to the terms of the Agreement shall be valid unless made in writing and signed by authorized representatives of the parties. The Agreement is governed according to the laws of the State of Alabama.

AUBURN UNIVERSITY

By: Gene Taylor
Name: Gene Taylor for Dr. James Weyhenmeyer
Title: Director OSP for VP for Research & Economic Development
Date: 8/02/19

SPONSOR

By: [Signature]
Name: Karin Wilson
Title: Mayor
Date: 8/14/19 EIN: 63-6001254

Attest: [Signature]
Lisa A. Hanks, City Clerk



GOVERNMENT & ECONOMIC
DEVELOPMENT INSTITUTE

PROGRAM OF WORK
Personnel System Project for the City of Fairhope
Development & Update of Job Descriptions, Development of Classification and Pay Plans

FY 2019-2020

PROPOSAL

INTRODUCTION

The HR Consulting division of the Government and Economic Development Institute (GEDI), at Auburn University provides technical assistance to governmental organizations through an array of human resources consulting services. GEDI/HR specializes in municipal and county government projects, and also offers services to other public and non-profit organizations. Projects are client specific, each within a perspective of reducing liabilities, and protecting resources associated with public personnel matters. Each project is developed such that the following foundational elements are appropriately integrated:

- Compliance with existing and applicable federal and state laws impacting public personnel systems
- Establishment of pay equity (internal & external)
- Promote efficient utilization of resources through development of tools and information designed for use in effective planning and decision making, and
- Support employee retention and recruitment.

SCOPE

Through this Program of Work (POW), the HR Consulting division of (GEDI), proposes to provide technical assistance and consulting service for the City of Fairhope that includes: 1.) writing new job descriptions (approximately 35); 2.) Assessing, updating and revising existing job descriptions (approximately 150); 3.) Evaluating jobs/job descriptions and developing pay grade classifications; and 4.) Providing new pay level recommendations for a complete organizational pay plan. The project outcomes and products will include new or updated job descriptions for all jobs included in the study, a City-wide classification plan, and a City-wide pay plan. An end-of-project report and presentation are also included. The technical assistance and consultation will be in accordance with the tasks, schedules, costs and administrative requirements defined below.

TASKS

A project-opening meeting will be held with the department heads to discuss the project processes, needs, and priorities.

GEDI will, in cooperation, and with assistance from City administration, leadership and employees, perform the following tasks:

Task 1 Job Descriptions

Job descriptions will be reviewed and updated, and newly developed so as to be compliant with existing laws, requirements, and “best practices”.

A. Existing Jobs/Job Descriptions

GEDI/HR will, in coordination with the City leadership, identify and verify those jobs that currently exist in the City for inclusion in this project, identified to be 150. GEDI will utilize written job assessment tools, followed by ½ hour interviews of job incumbents to verify and clarify the current and essential duties and qualifications required for satisfactory performance of each identified job covered by this proposal. A professional GEDI interviewer will meet with an employee, representing each job, on a one-to-one basis. GEDI will prepare and submit updated draft job descriptions to the City for content review by appropriate supervisors and incumbents. Upon receipt of comments, GEDI will prepare the final job descriptions and provide them to City of Fairhope. (See process notes, below)

B. Development of New Jobs/Job Descriptions

GEDI/HR will, in coordination with the City leadership, identify and verify the new jobs for inclusion in this project. GEDI will interview employees to determine the current and essential duties and qualifications required for satisfactory performance of each identified job covered by this proposal. For jobs that have only one position, an interviewer will meet with the employee, on a one-to-one basis, for approximately one hour. The actual length of time will be determined by the complexity of the job. For jobs with more than one position and multiple incumbents, an interviewer will meet with at least two representative employees, at one time, for approximately one hour. GEDI will prepare and submit updated draft job descriptions to the City for content review by appropriate supervisors and incumbents. Upon receipt of comments, GEDI will prepare the final job descriptions and provide them to City of Fairhope.

Process:

GEDI personnel will confirm the identification of the jobs to be included in this study. GEDI will, in coordination with the City, schedule and complete the interview sessions with City employees at a time and within a schedule convenient to both City of Fairhope and GEDI.

New and revised/updated draft job descriptions will be submitted to the City. The City will review the drafts for content, and return the draft job descriptions, with appropriate comments, to GEDI. Requested and necessary modifications will be made to each job description as suggested.

The final job descriptions will be provided to City of Fairhope in hardcopy and as Word documents on a CD.

Task 2 *Evaluation of Jobs/Job Descriptions*

Upon completion of Task 1, GEDI will evaluate each job/job description, according to standard best practices, and inclusion of “compensable factors” for governmental entities.

Process:

A team of GEDI professionals will evaluate the jobs for the standard compensable factors.

Task 3 *Classification Plan*

Upon completion of Task 2, GEDI will develop classification recommendations for all jobs included in this project.

Process:

The draft classification plan will be developed and submitted to the City for review and comment.

Task 4 *Pay Plan*

Survey wage data from selected cities with similar demographics (and any pertinent counties), as coordinated with input from the City, will be compiled and used for comparison purposes and to prepare pay plan recommendations. GEDI will analyze the City’s current pay levels, conduct comparisons, and provide comments. A recommended pay plan will be developed.

Process:

Wage data from selected comparable cities (and any counties requested) will be gathered, compiled, analyzed, and used to prepare a pay plan. The recommended pay plan, with the classification plan incorporated, will be developed and provided to the City.

Task 5 *Project Report*

Following completion of Tasks 1 – 4, GEDI will prepare a final project report that provides information about the project processes, recommendations, and the methodologies used in completing the project. Suggestions for implementation and maintenance will also be included.

GEDI/HR will provide a presentation to the City Council and leadership regarding project processes, findings, and recommendations at the conclusion of the specified work.

TASK SCHEDULE

The tasks, as identified above, will be performed in an orderly progression and will require coordination and interaction with City leadership and employees. As tasks are completed, GEDI/HR will provide the appropriate materials to the City for review and comment. Each task will be addressed and completed in accordance with the sequence provided above, and will begin at a mutually agreed upon time.

The concentrated work on this project will begin with a meeting with the department directors, the distribution of the hard-copy job assessment tools, and then the scheduling and conduct of the interview sessions at a time and within a schedule convenient to both the City of Fairhope and GEDI/HR. It is estimated that this project will entail approximately 12 months of work time for completion. The completion date of the project is dependent upon when the project begins.

It is recognized however, that extenuating circumstances affecting either City of Fairhope or GEDI/HR may necessitate that the task schedule be modified. (Please note that the number of days referenced are workdays, based on a 5-day workweek.)

ADMINISTRATIVE and TASK COSTS


The total cost of this personnel system project is \$53,533.06. Four invoices will be submitted for payment on a quarterly basis. The first three invoices, each in the amount of \$13,383.26, will be submitted to the City of Fairhope for payments. The final invoice for the remaining balance of \$13,383.28 will be submitted following completion of the work and tasks identified in this POW.

Note:

Additional visits, updates and modifications to the Program of Work are considered to be additional tasks under the provisions of this POW and will be undertaken by GEDI only upon separate authorization of the City. The fees(s), schedule(s), and other requirements associated with the additional task(s) will be coordinated with the City at the time of authorization of the task(s), and the established fee(s) will be in addition to the fee established for the above stated tasks.

Lisa A. Hanks, MMC

From: Jennifer Olmstead
Sent: Thursday, September 10, 2020 1:35 PM
To: Lisa A. Hanks, MMC
Cc: Richard Johnson
Subject: Street & Traffic Control Meeting



Lisa,

The Street & Traffic control Committee meeting held on 8/10/20 made the following motion to recommend to Council:

1. Reduce the Speed limit to 25 mph on the City portion of Sea Cliff Drive; with recommendation to the County for the same on the County's portion.

Regards,

Jennifer Olmstead
Revenue Manager/Magistrate
City of Fairhope
251-990-0190

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Lisa A. Hanks, MMC

From: Jennifer Olmstead
Sent: Thursday, September 10, 2020 5:32 PM
To: Lisa A. Hanks, MMC
Cc: Richard Johnson
Subject: RE: Street & Traffic Control Meeting

Sorry, need to add another one...

Motion submit the request to Council to install one speed calming device on South Ingleside Street between Fairhope Ave and Morphy Ave.

Regards,

Jennifer Olmstead
Revenue Manager/Magistrate
City of Fairhope
251-990-0190

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From: Lisa A. Hanks, MMC <Lisa.Hanks@fairhopeal.gov>
Sent: Thursday, September 10, 2020 1:47 PM
To: Jennifer Olmstead <Jennifer.Olmstead@fairhopeal.gov>
Cc: Richard Johnson <richard.johnson@fairhopeal.gov>
Subject: RE: Street & Traffic Control Meeting

I will place on the September 28, 2020 City Council meeting.

Thank you,

Lisa A. Hanks, MMC
City Clerk
City of Fairhope
P. O. Drawer 429
Fairhope, AL 36533
251-928-2136
251-990-0107 (Fax)

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Lisa A. Hanks, MMC

From: Richard Johnson
Sent: Thursday, September 10, 2020 9:07 AM
To: Lisa A. Hanks, MMC
Cc: Rosalie Stromme; Robert Brown; Mayor Karin Wilson; Karen Bung; Fairhope PED/Bike Committee
Subject: ES Trail on South Mobile - Bike Ped Request
Attachments: RoadChoking.pdf; Code 20-14.pdf; S Mobile EST Site Map 2020.pdf

Lisa:

Please see attached. The request/recommendation by the Committee (supported/sponsored by Councilman Brown) is:

1. Support the expansion of the concrete pathway width between Pier Avenue and Fels Avenue to encompass the current asphalt section on the roadway designated by the white line. In addition, this "road choking" modification to the concrete sidewalk would also serve to encourage drivers to adhere to slower speed limits along this South Mobile Street area. Authorize Staff to pursue funding opportunities – i.e. ESMPO, TAP, ADECA Recreational Trails, etc.
2. Rescind/delete the ordinance clause ".....except that bicycles may be pushed but not ridden on the pathway between Pier Avenue and Fels Avenue" once the concrete sidewalk expansion has been completed.

Thanks,

RDJ

Richard D. Johnson, PE
Public Works Director
richard.johnson@fairhopeal.gov
Office: 251-929-0360
Cell: 251-423-7418

Restricted by Sec. 20-14.
"bicycles may be pushed
but not ridden on the
pathway between Pier
Avenue and Fels Avenue.

**Bike Ped Committee
Eastern Shore Trail
Location Map**
— Road Centerlines
▭ Parcels



1800 Linear Feet of
Restricted Sidewalk

Existing Sidewalk Is
6-Feet Wide and abuts
the back of curb

