

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

MONDAY, 11 JANUARY 2021 – 4:30 P.M. – COUNCIL CHAMBER

1. Presentation of Updated Working Waterfront Information – Jessica Walker
2. Discussion of Proposed Gas Service Fees – Terry Holman
3. Committee Updates
4. Department Head Updates
5. Review of City Council Agenda

Next Regular Meeting – January 25, 2021 - Same Time and Place

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 11 JANUARY 2021 – 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 23 December 2020 Regular City Council Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Public Hearing** – Ordinance – Amend Zoning Ordinance No. 1253.
Zoning Ordinance Amendment
 - Article VII, Section D. Non-Conforming Lots.
6. To Approve the 2021 Regular City Council Meetings.
7. Resolution – That Haymes Snedeker is hereby appointed as Municipal Judge. The term of the Municipal Judge shall serve a two-year term (January 1, 2021 – January 1, 2023) and until a successor is elected by the council and qualified. Section 12-14-30, Code of Alabama, 1975.
8. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute Extension No. 2 with the Government & Economic Development Institute with Auburn University for First Phase of the Auburn Personnel System Project. Due to administrative and personnel changes with the primary participants of the project that necessitate a modification to the AU Fixed Price Technical Assistance Agreement and other issues listed in their letter of request, the new completion date will be May 31, 2021.
9. Resolution – That the City of Fairhope hereby terminates the contract titled Second Phase of the Auburn Personnel System Project for the Strategic and Organizational Planning Study between the City of Fairhope and Government and Economic Development Institute (GEDI) with Auburn University pursuant for Termination for Convenience; and the project was to begin July 1, 2020 and be completed on June 20, 2021; and authorizes Mayor Sullivan to sign the necessary paperwork for said termination.
10. Resolution – That the City Council hereby approves and authorizes Mayor Sherry Sullivan to execute an Amendment to the Intergovernmental Services Agreement between the Baldwin County Commission and the City of Fairhope related to RFQ PS007-18 (Professional Architecture Services for Landscape and Design of a New Transit HUB–FTA-ESMPO) which allocates additional 5307 funds and an additional local match; and amends name of the County contact and the City of Fairhope’s Mayor.

11. Resolution – That the City Council agrees to contribute the required twenty percent (20%) local match for the Downtown Fairhope Transit Shelter (Project); and to amend PS007-18 for Professional Architect Services for Landscape and Design of a New Transit HUB FTA-ESMPO 5307 in the amount of \$98,675.00.
12. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute a contract with Volkert, Inc. to perform Professional Engineering and C&E Services for the Installation of UV SIGNA Disinfecting at the Wastewater Treatment Plant (RFQ No. PS002-21) with a not-to-exceed amount of \$65,000.00.
13. Resolution – That the City of Fairhope has voted to approve the negotiated fee for Masonry and Concrete Work for Alterations at Fairhope Municipal Stadium (ADA Compliance) for the Recreation Department (Bid Number 034-20); and authorizes the Mayor to execute a contract with Kahlbau Construction, LLC for a not-to-exceed amount of \$138,504.00.
14. Resolution – That the City Council approves Amendment No. 1 to the Contract with Engineering Design Technologies, Inc. for Professional Engineering Services to extend the time for Federal and Alabama Department of Transportation ADA Street Compliance; and authorizes Mayor Sherry Sullivan to execute Amendment No. 1 to the Contract with a cost of \$6,600.00 plus training cost of \$150.00 as needed.
15. Resolution – To award the Replacement and Repair of the Salt Pump Systems and Lights in the Mullet Run Fountain at the Fairhope Museum of History to Classic Pools and Patio Center with a total unbudgeted cost of \$5,626.02.
16. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute a contract with Jade Consulting, LLC to perform Topographic Survey Services at Volanta Park for the Recreation Department with a not-to-exceed amount of \$33,925.00.
17. Resolution – To award the Replaster of Pool at Recreation Center to Riviera Pools with a total proposal cost of \$49,480.00 (Informal Quote for Bid No. 001-21).
18. Executive Session – To discuss the consideration the City is willing to offer or accept when considering the purchase, sale, exchange, lease, or market value of real property; and discuss pending and potential litigation.
19. Public Participation – (3 minutes maximum)
20. Adjourn

**City Council Work Session - 4:30 p.m.
on Monday, January 11, 2021 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.
on Monday, January 11 2021 – Council Chambers**

Next Regular Meeting – Monday, January 25, 2020 - Same Time and Place

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)

The City Council, City of Fairhope, met in regular session at 2:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Wednesday, December 23, 2020.

Present were Council President Jack Burrell, Councilmembers: Corey Martin, Jimmy Conyers, Robert Brown, and Kevin Boone, Mayor Sherry Sullivan, 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 Father De Freeman of St. James Episcopal Church and the Pledge of Allegiance was recited. Councilmember Conyers moved to approve minutes of the 14 December 2020, regular meeting; minutes of the 14 December 2020, work session; and minutes of the 14 December 2020, agenda meeting. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Council President Burrell announced that Agenda Item Number 5 was being pulled from the agenda; and it was advertised for December 28, 2020.

Mayor Sullivan addressed the City Council regarding the following items: 1) congratulated Finance Director Jill Cabaniss for the GFOA Certificate of Achievement; 2) met with City Clerk Lisa Hanks and Diane Thomas who is Chair of the Personnel Board regarding the Auburn study; and the need to extend until May 31, 2021; 3) need to cancel the Personnel Handbook part that was to be completed June 2021 and this will not happen; 4) our App is live and active; 5) Volkert contract will be on the next meeting agenda; 6) Citizen Serve will go live Monday; 7) gave update on Disaster Debris Removal Project; 8) gave an update on the Fairhope Rotary Youth Club’s basketball court; 9) the City will be closed a half day on Christmas Eve; 10) went over Budget highlights and commented books will be delivered to Council next week; 11) read a letter from a citizen regarding a garbage driver who honks for the children and gave the driver kudos; and 12) thanked City Treasurer Kim Creech and Jill Cabaniss for the time and help on the proposed budget.

The following individual spoke during Public Participation on Agenda Items:

- 1) Bob Keyser, Chair of the Recreation Board, addressed the City Council regarding Agenda Item Number 9: a resolution that the City Council approves the selection of Jade Consulting, LLC to perform Topographic Survey Services at Volanta Park; and Agenda Item Number 12: a resolution to award RFQ for Clay Tennis Courts Repairs damaged by Hurricane Sally and Hurricane Zeta for the Recreation Department (RFQ No. 007-21). He commented the Recreation Center repairs and pool repairs are vital to our Community.

23 December 2020

Council President Burrell clarified that Agenda Item Number 5: A Public Hearing on an Ordinance to amend Zoning Ordinance No. 1253; specifically, Article VII, Section D. Non-Conforming Lots that was pulled from the agenda will be held during the City Council meeting on the January 11, 2021.

Councilmember Martin commented he was glad to see someone speak during Public Participation. He said we need to hold the ship steady on COVID-19; and it has been a tough year and we need to keep protecting each other. He told everyone Merry Christmas and Happy New Year.

Councilmember Conyers, Brown, and Boone told everyone Merry Christmas and Happy New Year. Councilmember Boone said to have a safe holiday season; and if you are going to drink, do not drive.

Council President Burrell also told everyone Merry Christmas and Happy New Year. He commented the repairs to pool are moving along and are soon to come.

Councilmember Brown moved for final adoption of Ordinance No. 1696, an ordinance to amend Zoning Ordinance No. 1253; specifically, Article III, Section C. Dimension Standards. 5. Waterfront Lots. (Introduced at the December 14, 2020 City Council Meeting) Seconded by Councilmember Boone, motion for final adoption passed by the following voice votes: AYE – Burrell, Martin, Conyers, Brown, and Boone. NAY - None.

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution to award RFQ for Geographic Information System Services Contract for the Alabama Department of Conservation and Natural Resources (ADCNR) Grant #S1P17-FACP (Restore Act Project – Fairhope Area Community-Based Comprehensive Land Use Plan) to Goodwyn, Mills and Cawood, Inc. with a total not to exceed fees of \$97,500.00 (RFQ PS007-20). Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NUMBER 3926-20

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 16, 2020; and

WHEREAS, the project requires Geographic Information System Services, and the City did solicit Requests for Qualifications (RFQ PS007-20) 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

23 December 2020

WHEREAS, the City did receive five (5) proposals from Qualified Firms for said services which were opened and reviewed, and the City's Evaluation Committee selected the two (2) most qualified firms to make presentations on November 10, 2020, and subsequently rated them according to the rating criteria; and

WHEREAS, the City's Evaluation Committee determined Goodwyn, Mills and Cawood, Inc. to be the most qualified firm and recommends that this firm be selected for said services; and

WHEREAS, the amount obligated for Geographic Information System Services of the Subrecipient Grant by the U.S. Department of Treasury is Ninety-Seven thousand, five-hundred dollars (\$97,500.00); and

WHEREAS, one hundred percent (100%) of the Geographic Information System Services fees will be paid for with grant funds made available through the Subrecipient Grant Agreement #S1P7-FACP with ADCNR.

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 Geographic Information System Services (RFQ PS007-20) for ADCNR Grant #S1P7-FACP to Goodwyn, Mills and Cawood, Inc., 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 \$97,500.00 of grant funds and authorize the Mayor to execute a contract with Goodwyn, Mills and Cawood, Inc. for RFP PS007-20 Geographic Information System Services for Comp Plan ADCNR Grant #S1P17-FACP (RESTORE Act).

DULY ADOPTED THIS 23RD DAY OF DECEMBER, 2020

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution to reject all bids for RFQ No. 009-21 for Repairs to Various Roofs at the Fairhope Recreation Center property damaged by Hurricane Sally (FEMA 4563) at the recommendation of the Recreation Department. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

23 December 2020

RESOLUTION NO. 3927-20

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 Request for RFPs for Repairs to Various Roofs at the Fairhope Recreation Center property damaged by Hurricane Sally (FEMA 4563) for the Public Works Department (RFQ No. 009-21) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] After evaluating the RFP proposals with the required bid specifications, the recommendation by the Recreation Department, is to reject all bids for RFQ No. 009-21 and to rebid based on Code of Alabama Section 41-16-57.

Adopted on this 23rd day of December, 2020

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of Jade Consulting, LLC to perform Topographic Survey Services at Volanta Park; and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

RESOLUTION NO. 3928-20

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of Jade Consulting, LLC to perform Topographic Survey Services at Volanta Park; and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 23RD DAY OF DECEMBER, 2020

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

23 December 2020

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution to award Bid for Drainage Improvements at Oak and Section Street for the Public Works Department (Bid No. 023-20) to Ammons & Blackmon with a total bid proposal of \$233,415.40. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 3929-20

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 Drainage Improvements at Oak and Section Street for the Public Works Department. (Bid Number 023-20).

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

Please see attached Bid Tabulations for
Drainage Improvements at Oak and Section Street
for the Public Works Department.

[3] After evaluating the bid proposals with the required bid specifications, Ammons & Blackmon, with a total bid proposal of \$233,415.40, is now awarded the bid for Drainage Improvements at Oak and Section Street for the Public Works Department.

Adopted on this 23rd day of December, 2020

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk


23 December 2020

City of Fairhope Tabulation
BID 002-21 Drainage Improvements at Oak and Section
Bid Opening: Tuesday, December 15, 2020, 9:00 a.m.

	Executed Bid Documents	Addenda (1)	Total Estimate of Cost
Ammons & Blackmon	YES	YES	\$ 233,415.40
Kelley's Welding and Excavation	YES	YES	\$ 274,926.00
Hosea Weaver		NO RESPONSE	
Mobile Asphalt		NO RESPONSE	
Sycamore, Inc.		NO RESPONSE	
RS Paving		NO RESPONSE	
Bill Patterson Construction		NO RESPONSE	
John G. Walton		NO RESPONSE	
Roadway Management		NO RESPONSE	
EJ Builders		NO RESPONSE	
Foley Products		NO RESPONSE	
Alabama Pipe		NO RESPONSE	
American Asphalt		NO RESPONSE	
Warren Construction Company, LLC		NO RESPONSE	
Baldwin Road Builders		NO RESPONSE	
Design Precast and Pipe		NO RESPONSE	
Concrete Pipe and Precast		NO RESPONSE	

RECOMMENDATION: Award Bid 002-21 to Ammons & Blackmon

To the best of my knowledge this is an accurate bid tabulation.


Richard Johnson
Public Works Director

12/15/2020
Date


Delores Brandt
Purchasing Manager

12/15/2020
Date

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution to award RFQ for Mold Remediation Services at the Fairhope Public Library property due to Hurricane Sally for the Public Works Department (RFQ No. 010-21) to Pure Services Group, LLC d/b/a Pure Maintenance of Alabama with a total RFQ proposal of \$16,877.12. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

23 December 2020

RESOLUTION NO. 3930-20

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

[1] That the City of Fairhope did request and receive RFQs for Mold Remediation Services at the Fairhope Public Library property due to Hurricane Sally for the Public Works Department at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] After evaluating the quotes, the City of Fairhope approves the procurement for Mold Remediation Services at the Fairhope Public Library property by Pure Services Group, LLC d/b/a Pure Maintenance of Alabama with a total RFQ proposal of \$16,877.12.

Adopted on this 23rd day of December, 2020

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution to award RFQ for Clay Tennis Courts Repairs damaged by Hurricane Sally and Hurricane Zeta for the Recreation Department (RFQ No. 007-21) to American Tennis Courts, Inc. with a total RFQ proposal of \$38,019.00. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

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23 December 2020

RESOLUTION NO. 3931-20

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

[1] That the City of Fairhope did request and receive RFQs for Clay Tennis Courts Repairs damaged by Hurricane Sally and Hurricane Zeta for the Recreation Department at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] After evaluating the quotes, the City of Fairhope approves the procurement for Clay Tennis Courts Repairs by American Tennis Courts, Inc. with a total RFQ proposal of \$38,019.00.

Adopted on this 23rd day of December, 2020

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to procure the Fire Retardant Personal Protective Equipment (“PPE”) Apparel Lease for the Utilities; and the PPE is available for direct procurement through the OMNIA Partners Contract which has been nationally bid through their bid process; and therefore, does not have to be let out for bid. The estimated cost will be \$46,167.00. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

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23 December 2020

RESOLUTION NO. 3932-20

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 the Fire Retardant Personal Protective Equipment (“PPE”)Apparel Lease for the Utilities; and the PPE is available for direct procurement through the OMNIA Partners Contract which has been nationally bid through their bid proves; and therefore, does not have to be let out for bid. The estimated cost will be \$46,167.00.

Adopted on this 23rd day of December, 2020

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to procure 95-gallon Bar Cart Garbage Cans and Lids for the fiscal year 2021 for the Public Works Department; and the items are available for direct procurement through the Sourcewell Purchasing Cooperative Contract which has been nationally bid; and therefore, does not have to be let out for bid. The total estimated annual cost of will be \$38,278.00 which includes freight. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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23 December 2020

RESOLUTION NO. 3933-20

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 95-gallon Bar Cart Garbage Cans and Lids for the fiscal year 2021 for the Public Works Department; and the items are available for direct procurement through the Sourcewell Purchasing Cooperative Contract which has been nationally bid; and therefore, does not have to be let out for bid. The total estimated annual cost of will be \$38,278.00 which includes freight.

Adopted on this 23rd day of December, 2020

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute the Second Amendment to the PCS Site Agreement and the Memorandum of Second Amendment to PCS Site Lease as presented between the between the City of Fairhope and Cellco Partnership d/b/a Verizon Wireless for the leased area located at 8675 Fairhope Avenue, Fairhope, Alabama 36532. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

RESOLUTION NO. 3934-20

WHEREAS, this First Amendment is effective as of the date of execution by the last party to sign is entered into by and between City of Fairhope, Alabama, hereinafter referred to as “Lessor”, and Cellco Partnership d/b/a Verizon Wireless, hereinafter referred to as “Lessee” and,

23 December 2020

WHEREAS, the Lessor and PCS PrimeCo, LP, predecessor in interest to Lessee respectively, entered into a “PCS Site Agreement” dated June 7, 1996, as amended by that certain First Amendment to PCS Site Lease dated March 31, 2014 (collectively, the “Agreement”) regarding the Lessor’s leased are located at 8675 Fairhope Avenue Street, Fairhope, Alabama 36532; and,

WHEREAS, the Lessor and Lessee desire to modify the Agreement with the terms and conditions in the Second Amendment.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, that Mayor Sherry Sullivan is hereby authorized to execute the Second Amendment to the PCS Site Agreement and the Memorandum of Second Amendment to PCS Site Lease as presented between the between the City of Fairhope and Cellco Partnership d/b/a Verizon Wireless for the leased area located at 8675 Fairhope Avenue, Fairhope, Alabama 36532.

Adopted this 23rd Day of December, 2020

Jack Burrell, Council President

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 City Council approves the revised and updated Painter Job Description as presented; and approves the allowance of a three-month overlap training period for the new painter to thoroughly learn the position. The motion was seconded by Councilmember Brown. Public Works Director Richard Johnson explained in detail and gave reasons why the City needs the three-month overlap for training. After further discussion, motion passed unanimously by voice vote.

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23 December 2020

RESOLUTION NO. 3935-20

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the revised and updated Painter Job Description as presented; and approves the allowance of a three-month overlap training period for the new painter to thoroughly learn the position.

ADOPTED THIS 23RD DAY OF DECEMBER, 2020

Jack Burrell, Council President

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 current franchise agreement with Coca-Cola Bottling Company United is hereby extended by thirty days by mutual agreement of the parties. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 3936-20

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the current franchise agreement with Coca-Cola Bottling Company United is hereby extended by thirty days by mutual agreement of the parties.

DULY ADOPTED THIS 23RD DAY OF DECEMBER, 2020

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

23 December 2020

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution to award RFQ for Labor to change out Meter, Valves, Bypass Configuration, Pressure Reducing Valve, and Modifications to Vault at the Grand Hotel Water Meter by Hill Brothers, Inc. in the amount of \$15,000.00 plus estimated \$8,000.00 equipment the City will provide. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 3937-20

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

[1] That the City of Fairhope did request and receive RFQ for Labor to change out Meter, Valves, Bypass Configuration, Pressure Reducing Valve, and Modifications to Vault at the Grand Hotel Water Meter for the Water Department at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] After evaluating the quotes, the City of Fairhope approves the procurement for Labor to change out Meter, Valves, Bypass Configuration, Pressure Reducing Valve, and Modifications to Vault at the Grand Hotel Water Meter by Hill Brothers, Inc. in the amount of \$15,000.00 plus estimated \$8,000.00 equipment the City will provide.

Adopted on this 23rd day of December, 2020

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers moved to appoint Anne Johnson, Carol Wilson, and Randal Wright to the Library Board for a four-year term which will expire December 2024. Seconded by Councilmember Boone, motion passed unanimously by voice vote. Councilmember Conyers said the Library Board supports these applicants; and thanked Allison Knight for her service to the Board.

23 December 2020

Councilmember Brown moved to approve the recommendations from the Street and Traffic Control Committee requesting from the City Council authorization to install a 3-way stop at the intersection of Estella Avenue and North Ingleside Avenue; permission to create a task force for a traffic solution at the intersection of County Road 44 (Twin Beech Road) and Boothe Road; and permission to create a task force for pedestrian safety solution on Nichols Avenue between Hope Farm and Fairhope Brewing Company. Seconded by Councilmember Martin, motion passed unanimously by voice vote. Council President Burrell stated that recommendations number 2 and number 3 are for Mayor Sullivan to create a task force to study both requests.

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

There being no further business to come before the City Council, the meeting was duly adjourned at 2:50 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

Proposed Gas Service Fees

Service	Proposed Fee	Current Fee	Riviera/Daphne/NBU
New Install Gas Service	\$300	0	See attached
NOTE: First 250 feet included in fee, anything over 250ft will be \$2 foot.			
Relocate/Disconnect Existing Service	\$200	0	See attached
*In 2020, approximately 400 services were installed.			
Meter Deposit	\$100	\$50	\$100/\$75/\$100
Meter Deposit for Rental Properties	\$150	\$50	\$100/\$100/\$200
Meter Deposit for Commercial	\$300	\$50	\$call/\$150/\$500
Reconnect/Disconnect Fee	\$50&100 (after hours)	\$28.50	\$65/\$75&100/\$40
Inspection	\$25	\$25	0/0/0
First Reinspection	\$100	0	
Second Reinspection	\$200	0	
NOTE: NBU does plumbing on gas services so no inspections fees.			
RU looking at creating a fee for inspections and re-inspections, currently do not charge			
Tampering, Customer & Contractor	\$100, First time \$300, second time and disconnect \$500, disconnected and turn over to PD		\$/ \$500/\$50 \$/ \$500/\$300
Any damage to equipment will be charged to customer.			

RIVIERA UTILITIES

413 Laurel Ave. • P.O. Box 2050 • Foley, AL. 36536 • (334) 943-5001

Gas Department:

November 22, 2006

NOTICE

To: Baldwin County Home Builders and Plumbers

Re: Natural Gas Service Line Installation for New Construction

As the cost of all construction related work has drastically increased over the last several years, Riviera Utilities has successfully managed to keep from raising prices or charging for the installation of gas services. However, the cost associated with installing a gas service has increased to the level that we can no longer continue installing all gas services for free.

Therefore, effective January 1st 2007 Riviera Utilities will begin charging for the installation of certain natural gas service lines. **HOWEVER, THE INSTALLATION OF CERTAIN APPLIANCES WILL CONTINUE TO QUALIFY FOR FREE OR REDUCED COST SERVICE LINE INSTALLATION.** The fee schedule below indicates the appropriate charges. Free service lines include up to ~~100~~¹⁵⁰ feet of installation, service lines over ~~100~~ feet could be at an additional charge depending upon the appliances installed. *ASD*

<u>Appliance</u>	<u>Appliance Class</u>	<u>Fee</u>
Water heater only, or with any other appliances	1	\$0.00
Central Heating System only or with any other appliances	1	\$0.00
Range/Cook Top only	2	\$125.00
Dryer only	2	\$125.00
Gas Light only	3	\$250.00
Gas Grill only	3	\$250.00
Generator only	3	\$250.00
Fire Logs or Starter only	3	\$250.00
Any class 2 appliance combined with any class 3 appliance		\$0.00
Any combination of class 3 appliances		\$250.00

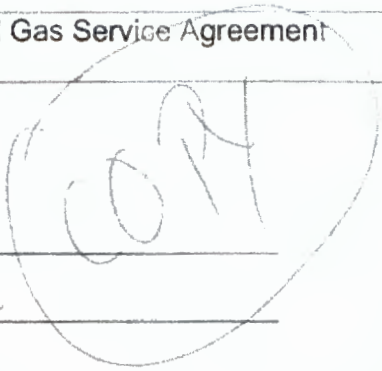
“Our Service Turns You On”

Riviera Utilities
P.O. Box 2050
413 Laurel Ave.
Foley, Alabama 36536
251-943-5001

Natural Gas Service Agreement



Name PAUL ST. GERMAINE
Address 16834 TYSON DR.
Telephone 251 525-7340
City FOLEY State AL Zip 36535



2020
0505206

Desired Gas Meter Location

On an existing home, the gas meter can be located on nearly any side of the house. The gas meter and regulator relief vent must be located a minimum of three feet from any source of ignition, doors, operating windows, air intakes, or any other openings to the building. Care should be taken to avoid placing meter and regulator in the area of the roof drip line or roof run off

Please provide a sketch of the home and the desired location of the gas meter.

Also, indicate any privately owned underground facilities



Before a service line can be installed, you must physically mark all privately owned underground facilities located on your property including septic tanks, field lines, sprinkler lines, water lines, etc... **Riviera Utilities and its agents are not responsible for damage to these facilities if they are not clearly marked.**

Charges

Service Line – If there is an existing gas main fronting your property and you agree to install the following gas appliances, GAS RANGE, WH, we will install the first 100 feet of service line for FREE, providing you have the appliances connected and operating within sixty (60) days of service becoming available. If you fail to connect the appliances within the sixty days, you agree to pay \$250.00 for the cost of installing the service. Footages over 100 feet will be charged at \$2.00 per foot.

Main Extension – If your service installation requires Riviera Utilities to extend its distribution main in order to serve you, and you agree to install the following gas appliances, _____ Riviera will run the main extension for a total cost of \$ _____ to you, providing that you have the appliances connected and operating within sixty (60) days of service becoming available. If you fail to connect the appliances within the sixty days, you agree to pay \$ _____ for the cost of installing the main.

Limited Use Equipment – If you are installing equipment that operates on a limited use basis only, (Generator, Fire Log, Pool Heater, Grill, etc...) there will be a charge of \$250.00 to install the gas service up to 100 feet. Footages over 100 feet will be charged at \$2.00 per foot.

Construction Charges

I agree to pay to Riviera Utilities, all construction charges listed prior to construction beginning on the installation of these facilities.

If I fail to install the listed appliances as required and within the required time frame, I agree to pay the listed cost of installing the facilities.

Signed: Paul St Germaine

Service Line \$ _____
Main Extension \$ _____
Limited Use \$ _____
Total Charges \$ 0

Starting January 1, 2021 we will resume normal operations for processing late payments. Late fees and cut offs to delinquent accounts will resume at this time.



www.facebook.com/daphne.utilities/



<https://twitter.com/DaphneUtilities>

<https://daphneutilities.com>

<https://www.linkedin.com/company/daphne-utilities>

[Current Water Rates \(https://daphneutilities.com/water-utility/\)](https://daphneutilities.com/water-utility/)

[Current Sewer Rates \(https://daphneutilities.com/sewer-utility/\)](https://daphneutilities.com/sewer-utility/)

[Current Natural Gas Rates \(https://daphneutilities.com/current-gas-rates/\)](https://daphneutilities.com/current-gas-rates/)

Miscellaneous Charges & Fees Effective 7/1/2019

Reconnection of a delinquent account during business hours
\$75.00

Reconnection of a delinquent account after business hours \$100.00

Returned check/bank draft Fee \$35.00

Tampering/Theft of services fee \$500.00

Transfer of services fee \$25.00

Re-read meter/Meter testing fee \$25.00

Sewer disconnection notification for past due accounts \$50.00

Garbage/Recycle Service

- Billed at a rate of \$15.40 per month.
- No deposit required
- Recycle bins are available at no charge

*Daphne Utilities only provides billing services for the Daphne Public Works Division. For any concerns with your garbage collection services, please contact Public Works Directly at [\(251\) 621-3182](tel:251-621-3182) (tel:251-621-3182)

Residential Capacity Fees

Water Capacity Fee - \$2,100.00 Sewer Capacity Fee - \$2,800.00 Natural Gas Capacity Fee Schedule (*Aid to Construction Fees) * Aid to construction fees are required when the natural gas appliances planned for your new or existing home will not generate enough revenue to cover the costs to install service to your home. This following fee schedule is designed to cover the cost of service installation.

Commercial Capacity Fees

All capacity fees for commercial developments are established by the utility on a case by case basis. Plans must be submitted and reviewed to determine the impact of the development based on the number of household equivalent's that development represents. Please contact our office for more information. (251) 626-2628

Appliance Fees

- Natural Gas Log Lighter \$500.00
- Natural Gas Light \$500.00
- Natural Gas Grill \$500.00
- Natural Gas Logs \$500.00
- Natural Gas Generator \$500.00
- Natural Gas Range \$300.00
- Natural Gas Dryer \$300.00
- Natural Gas Furnace \$250.00
- Natural Gas Water Heater \$0.00
- Natural Gas Water Heater (with any of the above) \$0.00
- Natural Gas Furnace (with any of the above) \$0.00
- Four or more of the above appliances \$0.00

[Search the site](#)

Jason Jarvis

From: Jason Padgett <JPadgett@NBUMAIL.COM>
Sent: Tuesday, December 1, 2020 8:24 AM
To: Terry Holman
Subject: RE: Service Charge
Attachments: Rate Schedule 2020-2021.doc.pdf

SENT FROM AN EXTERNAL ADDRESS

We only charge for a gas service if it is for logs only \$300.00

Only charge for a reconnect if cut off for non-pay \$40.00

We charge a \$25.00 Application fee – that fees establishes service for Water and/or gas

We charge \$10.00 for a winter lite up

Deposits are \$100.00 for owner and \$200 for renter

JASON M. PADGETT

General Manager / CEO

NORTH BALDWIN UTILITIES

25 Hand Avenue | Bay Minette, Alabama 36507

251.580.1626 phone / 7055 extension

251.937.0345 fax

251.423.3000 cell

jpadgett@nbumail.com

www.northbaldwinutilities.com

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From: Terry Holman <Terry.Holman@fairhopeal.gov>

Sent: Tuesday, December 1, 2020 8:20 AM

To: Jason Padgett <JPadgett@NBUMAIL.COM>

Subject: Service Charge

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Jason,

Hope you had a great Thanksgiving. Does North Baldwin utilities charge for gas services, reconnects, turn on's, meter deposits, etc. If so can you please send me any information you have. I'm trying to put together a charge rate and I need be in the same ball park.

ORDINANCE NO. ____

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

The ordinance known as the Zoning Ordinance (No. 1253), adopted 27 June 2005, is changed and altered as described below;

WHEREAS, the City of Fairhope Planning Commission directed the Planning Department to prepare amendments to our Zoning Ordinance; and,

WHEREAS, the proposed amendments relate to Non-Conforming Lots; and,

WHEREAS, after the appropriate public notice and hearing of ZC 20.08, the Planning Commission of the City of Fairhope, Alabama has forwarded a favorable recommendation;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA;

THAT, Article VII, Section D. Non-Conforming Lots be hereby amended to read as follows:

D. Non-conforming Lots

Where a lot, tract or parcel of land has an area or width that does not conform to the requirements of the district in which it is located, the lot may be used for a detached single-family dwelling except in the M-1 and M-2 Industrial Districts. A single detached family dwelling may be constructed in an R-1, R-2, R-3, R-4, or R-5 Residential District provided the lot to be so used has a minimum area of four thousand (4,000) square feet and a minimum lot width at the building line of forty (40) feet, provided it is located on a public sewer.

Yard requirements shall be modified subject to the following conditions:

- 1. On double frontage lots (interior lots abutting two (2) streets) the required front yard shall be provided on each street.*
- 2. The side yard requirements for substandard lots of record may be reduced for each side yard at the rate of one (1) foot for each four (4) feet by which the lot width lacks fifty (50) feet, provided in no event shall such side yard be reduced to less than five (5) feet on each side.*
- 3. The minimum front setback required for the district (and, on corner lots, the street side setback) shall not apply to any lot where the average front building line(s) of the adjacent lot(s), is less than the minimum setback required for the district. In such cases, the front building line may be the same as the average front building lines(s) of the adjacent lot(s). In no case, shall the front building line be more than 5' less than the minimum setback required for the district.*
- 4. On corner lots, the street side yard shall be that part of the lot having its greatest frontage abutting that right-of-way and the required setback shall be 20 feet, unless otherwise provided herein.*

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

Ordinance No. _____

Page -2-

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

Adopted and approved this 11th day of January, 2021.

By: _____
Jack Burrell, Council President

Attest:

By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 11th day of January, 2021.

By: _____
Sherry Sullivan, Mayor



ZC 20.08

Zoning Text Amendment

PROPERTY ADDRESS: City-wide

PARCEL ID: N/A

MASTER PLAN: N/A

ZONING DISTRICT: All zoning districts

REQUEST:

Staff request the passage of an amendment to the **Fairhope Zoning Ordinance, Article VII, Section D. Non-Conforming Lots** to read as follows:

D. Non-conforming Lots

Where a lot, tract or parcel of land has an area or width that does not conform to the requirements of the district in which it is located, the lot may be used for a detached single-family dwelling except in the M-1 and M-2 Industrial Districts. A single detached family dwelling may be constructed in an R-1, R-2, R-3, R-4, or R-5 Residential District provided the lot to be so used has a minimum area of four thousand (4,000) square feet and a minimum lot width at the building line of forty (40) feet, provided it is located on a public sewer.

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- 4. On corner lots, the street side yard shall be that part of the lot having its greatest frontage abutting that right-of-way and the required setback shall be 20 feet, unless otherwise provided herein.*

STAFF RECOMMENDATION:

Staff recommends to approve as requested.

PLANNING COMMISSION RECOMMENDATION:

Art Dyas made a motion to accept the staff recommendation to approve as amended.

John Worsham 2nd the motion and the motion carried with the following vote: AYE – Art Dyas, Rebecca Bryant, Harry Kohler, John Worsham, Lee Turner, and Jason Langley. NAY – none. ABSTENTION – Hollie MacKellar.

City of Fairhope

2021 Regular City Council Meetings

Fairhope Municipal Complex Council Chamber

located at 161 North Section Street

6:00 p.m. on Second and Fourth Mondays or Noted below!

Months	Regular Date	Rescheduled	Reason
January	1/11/2021		
January	1/25/2021		
February	2/8/2021		
February	2/22/2021		
March	3/8/2021		
March	3/22/2021		
April	4/12/2021		
April	4/26/2021		
May	5/10/2021		
May	5/24/2021		
June	6/14/2021		
June	6/28/2021		
July	7/12/2021	7/8/2021	ECA Annual Conference
July	7/26/2021		
August	8/9/2021		
August	8/23/2021		
September	9/13/2021		
September	9/27/2021		
October	10/11/2021		
October	10/25/2021		
November	11/8/2021		
November	11/22/2021		
December	12/13/2021		
December	12/27/2021	12/22/2021 at 2:00 p.m.	Christmas

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that **HAYMES SNEDEKER** is hereby appointed as Municipal Judge. The term of the Municipal Judge shall serve a two-year term (January 1, 2021 – January 1, 2023) and until a successor is elected by the council and qualified. Section 12-14-30, Code of Alabama, 1975.

ADOPTED 11TH DAY OF JANUARY, 2021

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. 3267-18

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that **HAYMES SNEDEKER** is hereby appointed as Municipal Judge. The term of the Municipal Judge shall serve a two-year term (January 1, 2019 – January 1, 2021) and until a successor is elected by the council and qualified. Section 12-14-30, Code of Alabama, 1975.

ADOPTED 20TH DAY OF DECEMBER, 2018

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 Mayor Sherry Sullivan is hereby authorized to execute Extension No. 2 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, and then extended to December 18, 2020 for additional organizational information and modifications.

Due to administrative and personnel changes with the primary participants of the project that necessitate a modification to the AU Fixed Price Technical Assistance Agreement and other issues listed in their letter of request, the new completion date will be May 31, 2021.

DULY ADOPTED THIS 11TH DAY OF JANUARY, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



MEMO

Cherry Sullivan
Mayor

To: Kimberly Creech, Treasurer

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

Date: December 30, 2020

Council Members:

Kevin G. Boone
Robert A. Brown
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin
Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

Re: Council Approval for Extension #2 of Phase 1 of the RFQ PS014-19 Auburn Personnel System Project for the Human Resources Department and termination of Ph 2 Contract

The Human Resources Department requests approval for **EXTENSION # 2 of Phase 1 of RFQ PS014-19 Auburn Personnel System Project for the Strategic and Organizational Planning Study** for the City of Fairhope. Extension #1 extended the completion date to December 31. The request NOW is to extend this study deadline to **May 31, 2021**.

The Original cost for the study, of Phase 1, is not to exceed **SIXTY THOUSAND DOLLARS (\$60,000.00)**. See attached agreement. This procurement was for the Organizational Assessment.

The Strategic Planning project (Phase 2) was to result in payments being spread across two fiscal years and a reduction in total project cost. Due to the need for Phase 1 to be extended 2X, and still not completed the Mayor is requesting Termination of the Contract for **RFQ PS014-19 Auburn Personnel System Project for the Strategic and Organizational Planning Study—Ph 2** signed on **August 15, 2020**, effective immediately, as Termination for Convenience.

Please move this forward for placement on the next available City Council agenda to approve Extension #2 of Ph 1 of RFQ PS014-19 Auburn Personnel System Project for the Strategic and Organizational Planning Study agreement with Government and Economic Development Institute (GEDI) at Auburn University for Phase 1 of the Auburn Personnel System Project . And in addition, to terminate the Contract for Ph 2 signed on August 15, 2020, with the reason being Termination for Convenience

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

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

Cc: file, Sherice Rada, Lisa Hanks



GOVERNMENT & ECONOMIC
DEVELOPMENT INSTITUTE

Sherry Sullivan, Mayor
City of Fairhope
City Hall
161 North Section Street
Fairhope, Alabama 36532

December 22, 2020

Dear Mayor Sullivan:

The purpose of the letter is to confirm our discussions of December 22 and to solicit the City of Fairhope's approval for a "no-cost extension" to complete the personnel system project undertaken by GEDI and the City. This letter also highlights the rationale for the extension and completion of the project.

We continue our commitment to completing the personnel system project within the parameters of the original scope of work outlined in the Program of Work (POW), dated July 22, 2019, with additional perspectives of the new City administration. Our fundamental guidance remains the same with respect to developing products based on perspectives of governmental best practices, compliance with federal and state laws, and supporting equity throughout the project.

There have been administrative and personnel changes with the primary participants of the project that necessitate a modification to the Auburn University (AU) Fixed Price Technical Assistance Agreement. The imminent retirement of Maria Tamblyn, the project's Principal Investigator, the impending arrival of a new GEDI Director, and the new Mayor's administration in the City of Fairhope require a change. The challenges caused by the COVID-19 pandemic and trying to work through recommended changes from the Interim Report have precipitated delays in completing the draft job descriptions. In addition, we want to ensure the City full opportunity to conduct a thorough review and comment of the draft job descriptions (typically 30 workdays). All of these factors form the basis for the "no-cost extension" request.

We are requesting a "no-cost extension" for the project. The project is running behind because of the factors listed above. As a result of conducting the additional work, we suggest that the project completion date be changed to May 31, 2021. There are no changes in the cost of the project due to the time extension. We are absolutely confident that we will complete the project or finish before the desired extension date of May 31, 2021. Based on guidance from AU Office of Sponsored Programs (OSP), the Fairhope City Council would approve the extension through a resolution. Once I receive a copy of the approved resolution, we will prepare and forward the AU-approved contract extension form for your signature and return.

The draft job descriptions will be provided to the City for review, comment, and signature during the first or second full week of January 2021.

Please let me know if there are questions, or a need to discuss this further.
Thank you for your consideration.

Davis S. Cooper
DAVIS S. COOPER, Project Manager
GEDI/HR

RESOLUTION NO. _____

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

1] That on August 15, 2020 the City of Fairhope entered into a contract with Government and Economic Development Institute (GEDI) with Auburn University for the Second Phase of the Auburn Personnel System Project for the Strategic and Organizational Planning Study.

[2] That the City of Fairhope hereby terminates the contract titled Second Phase of the Auburn Personnel System Project for the Strategic and Organizational Planning Study between the City of Fairhope and Government and Economic Development Institute (GEDI) with Auburn University pursuant for Termination for Convenience; and the project was to begin July 1, 2020 and be completed on June 20, 2021; and authorizes Mayor Sullivan to sign the necessary paperwork for said termination.

Adopted on this 11th day of January, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



REC 20120-4027

ZAH

MEMO

To: Kimberly Creech, Treasurer

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

Cherry Sullivan
Mayor

Date: December 30, 2020

Council Members:
Kevin G. Boone
Robert A. Brown
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin
Lisa A. Hanks, MMC
City Clerk

Re: **Council Approval for Extension #2 of Phase 1 of the RFQ PS014-19 Auburn Personnel System Project for the Human Resources Department and termination of Ph 2 Contract**

Kimberly Creech
City Treasurer

The Human Resources Department requests approval for **EXTENSION # 2 of Phase 1 of RFQ PS014-19 Auburn Personnel System Project for the Strategic and Organizational Planning Study** for the City of Fairhope. Extension #1 extended the completion date to December 31. The request NOW is to extend this study deadline to **May 31, 2021**.

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The Strategic Planning project (Phase 2) was to result in payments being spread across two fiscal years and a reduction in total project cost. Due to the need for Phase 1 to be extended 2X, and still not completed the Mayor is requesting Termination of the Contract for **RFQ PS014-19 Auburn Personnel System Project for the Strategic and Organizational Planning Study—Ph 2** signed on **August 15, 2020**, effective immediately, as Termination for Convenience.

Please move this forward for placement on the next available City Council agenda to approve Extension #2 of Ph 1 of RFQ PS014-19 Auburn Personnel System Project for the Strategic and Organizational Planning Study agreement with Government and Economic Development Institute (GEDI) at Auburn University for Phase 1 of the Auburn Personnel System Project. And in addition, to terminate the Contract for Ph 2 signed on August 15, 2020, with the reason being Termination for Convenience

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Cc: file, Sherice Rada, Lisa Hanks



GOVERNMENT & ECONOMIC
DEVELOPMENT INSTITUTE

Carroll
SS

PROGRAM OF WORK

Strategic and Organizational Planning Study for the City of Fairhope

Recommendations for Embracing History & Preparing for the Future

FYs 2020-2021

OVERVIEW

The Auburn University Government & Economic Development Institute (GEDI) proposes to work with the City of Fairhope to facilitate the creation of a community vision and strategic plan for municipal government, including strategies for community and economic development. This plan will include an organizational assessment to assist in identifying long-term strategic opportunities for the Fairhope community and will provide strategies for implementation of the prioritized needs.

This strategic and organizational assessment and planning for the City of Fairhope includes: 1) Review and analysis of effectiveness and efficiencies associated with the existing organizational structure and components of the City; 2) Research and development of pertinent data sets 3) Benchmarking research to analyze Fairhope municipal structure and staffing levels as compared to similar communities and current best practices; 4) Engagement with local officials and community leaders in focus group meetings and individual interviews; 5) Development and dissemination of citizen and employee surveys (in both electronic and hardcopy formats); 6) Assessments of City services; and 7) Strategic planning and development of action plans. The knowledge gained by these project activities will inform the development of city priorities and facilitate the development of a full strategic and organizational assessment plan and report containing research results, analysis, and recommendations.

The project is designed to respond to three questions for Fairhope:

1. Where are we now?
2. Where do we want to be?
3. How do we get there?

GEDI will also provide a presentation to the Council at the completion of the project, as well as intermittent status updates during the progress of tasks.

This project assumes active support and involvement by municipal and community leaders. The technical assistance and consultations will be in accordance with the tasks, schedules, costs, and administrative requirements defined below.

TASKS

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

PROJECT COMPONENTS

The following project tasks and activities are designed to encompass the seven (7) project components as well as address the three (3) core questions, previously identified.

1. Asset Inventory and Needs Assessment (Where are we now?)

Activities:

- a. Review and analyze existing organizational components of the City, including municipal administrative structure and city departments. Staffing levels will be analyzed in coordination with the *personnel system* project.
- b. Conduct benchmarking research to compare Fairhope municipal structure and staffing levels with comparison communities and current best practice.
- c. Conduct Comprehensive Economic Development and Workforce Profile
 - Using *GIS Planning* software, GEDI will provide a report that details:
 - Economic base analysis, with industry and occupation profiles.
 - Regional talent pool analysis, including information about education resources and regional job skills capacity.
 - Demographic base analysis (education, wealth, population growth, age, etc.).
 - Conduct comparisons of Fairhope to benchmark communities.
- d. Create Fairhope Stakeholder Focus Group (Planning Committee)
 - Conduct Stakeholder Survey to identify needs, priorities, and strategies for municipal government and community economic development.
 - Engage local officials and community leaders in series of focus group meetings and individual interviews. Interviews will be conducted with the mayor, council members, department heads, and key community leaders.
 - Develop and disseminate a citizen survey and an employee survey (in both electronic and hardcopy formats). The citizen survey will assess satisfaction with municipal services and identify local priorities. The employee survey will assess city priorities, resources, needs, and opportunities.
- e. Assess municipal services provided, jobs, and the mix of jobs in conjunction with the *personnel system* project.

2. Vision and Goals (Where do we want to be?)

Activities:

- a. GEDI will conduct a one-day planning session with the City leadership during

which mission and vision statements will be affirmed or modified, strategic goals will be established, and action plans will be initially developed as noted below.

- b. Develop a Vision Statement for the Fairhope Community.
- c. Develop City of Fairhope Mission Statement and mission statements for individual municipal departments.

Identify Strategic Issues and Goals for:

1. *Municipal Government (Services and Quality Management)*
(e.g., effectiveness/efficiency in local government services and administration, including utilities).
2. *Infrastructure and Economic Development*
(e.g., employment, retail and commercial business, industrial development, downtown revitalization, natural resources, tourism, technology support, infrastructure, career technical education, education-business relationships, and workforce development structure and strategies).
3. *Quality of Place*
(e.g., leadership diversity, institutional engagement and connections, citizen involvement, intergovernmental partnerships, adult and youth leadership training, housing, parks/recreation, arts/culture, library, healthcare, youth/elderly programs, and aesthetics).

Processes:

- A. GEDI will conduct a strategic planning meeting.
- B. GEDI will facilitate a planning committee meeting on a quarterly basis (or more regularly as needed).

3. Implementation Strategies (How Do we Get There?)

Activities:

Develop Implementation Strategies for: 1) *Municipal Services and Quality Management*, 2) *Infrastructure and Economic Development*, and 3) *Quality of Place*.

The implementation strategy: 1) establishes performance milestones, 2) creates a timeline describing when the goal will be accomplished, and 3) assigns responsibilities and accountability for the accomplishment of each goal.

Process:

GEDI will facilitate a planning committee meeting on a quarterly basis (or more regularly as needed).

WORK PRODUCTS

The following products will be developed, with intermittent status reports and draft products provided to the City at appropriate intervals throughout the conduct of the project.

- 1. Community Assessment Report**
 - a. Demographic, economic, and workforce profile for the community
 - b. Stakeholder Perspectives Report
- 2. Organizational Assessment Report**
 - Municipal structure and staffing report
- 3. Strategic Plan**
 - a. Community Vision Statement
 - b. City Mission Statement (Departmental Mission statements)
 - c. Plan for City Government, including strategies for Community & Economic Development
 - i. Prioritized Issues and Goals
 - ii. Implementation Strategies (including tasking schedules, timelines, and responsibility assignment)

Proposed Schedule:

It is anticipated that this project will take place over a 1-year period-of-time, and across two (2) fiscal years, should the City determine to engage GEDI for this work.

Phase One: (beginning July 2020) - Asset Inventory and Needs Assessment

Phase Two: (beginning November 2020) - Community Vision and Goals

Phase Three: (beginning in April 2021) - Implementation Strategies

TASK SCHEDULE

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

The concentrated work on this project will begin with the scheduling and conduct of a meeting with the leadership of the City. The meeting will be held at times and within a schedule convenient to both the City of Fairhope and to GEDI/HR. Concentrated work is projected to begin in July 2020. It is estimated that this project will entail 11 to 12 months of work time for completion. The completion date of the project is dependent upon when the project begins.

Flexibility in scheduling and accomplishing the timing of project components and tasks is available at present. Mutual decision-making regarding the project schedule is welcomed.

It is recognized, that extenuating circumstances on behalf of either the City or GEDI/HR may necessitate that the task schedule be modified.

ADMINISTRATIVE and TASK COSTS

The total cost of this project, as described in this proposal, is \$74,989.54. Following initiation of this project, three (3) invoices, each in the amount of \$18,747.39 will be submitted to the City of Fairhope for payments on a quarterly basis, in concert with project milestones, with the fourth and final invoice of \$18,747.37 being submitted following completion of the work and tasks identified in this POW.

Please note that this project will be conducted across two (2) fiscal years, as requested by the City of Fairhope. The project proposal combines two previously submitted project proposals (the Organizational Assessment, and the Strategic Planning projects) into one project. This accomplishes two things: facilitation of payments spread across two fiscal years, and a reduction in total cost of the project(s).

NOTE:

Additional visits, updates, and modifications to the Program of Work (POW) are considered to be separate and different tasks under the provisions of this POW and will be undertaken by GEDI/HR 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.

**AUBURN UNIVERSITY
FIXED PRICE TECHNICAL ASSISTANCE AGREEMENT**

This Agreement is made between City of Fairhope (Sponsor), 161 North Section St., Fairhope, AL 36532 ATTN: Karin Wilson, Mayor, 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
Project for City of Fairhope – Organizational Assessment and Strategic Planning
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: LaKami Baker, PhD
3. **PROJECT PERIOD**
The Project begins July 1, 2020 and concludes June 30, 2021
4. **FINANCIAL SUPPORT**
For support of the Project, Sponsor agrees to provide the sum total of \$74,989.54 invoiced quarterly. Three quarterly invoices in the amount of \$18,747.39 will be submitted to City of Fairhope for the first 3 quarterly payments. The final invoice and payment of \$18,747.37 will be submitted following 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**
No technical reports will be generated as a result of this project. Project components include development of a draft personnel policy and procedures manual and a final version. 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**
x 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: May 4, 2020

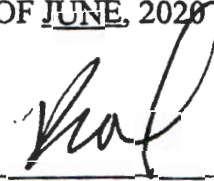
SPONSOR

By: Karin Wilson
Name: Karin Wilson
Title: Mayor, City of Fairhope
Date: 6-12-2020 EIN: 63-6001254

RESOLUTION NO. 3733-20

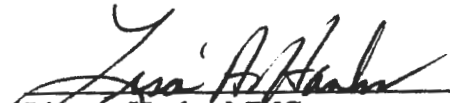
BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of the Government & Economic Development Institute (GEDI) with Auburn University for Professional Consulting Services for Second Phase of the Auburn Personnel System Project for the Strategic and Organizational Planning Study; and hereby authorizes Mayor Karin Wilson to execute a contract with a not to exceed \$74,989.54.

DULY ADOPTED THIS 8TH DAY OF JUNE, 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 Council hereby approves and authorizes Mayor Sherry Sullivan to execute an Amendment to the Intergovernmental Services Agreement between the Baldwin County Commission and the City of Fairhope related to RFQ PS007-18 (Professional Architecture Services for Landscape and Design of a New Transit HUB – FTA- ESMPO) which allocates additional 5307 funds and an additional local match; and amends name of the County contact and the City of Fairhope’s Mayor.

Adopted on this 11th day of January, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Received Jan 5, 2021
LAA



MEMO

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

Sherry Sullivan
Mayor

Date: January 4, 2021

Council Members
Kevin G. Boone
Robert A. Brown
Jack Burrell, ACMO
Jimmy Conyers
Corey Martin

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

Re: **Council to approve update Intergovernmental Services Agreement related to RFQ PS007-18 Professional Architecture Services for Landscape and Design of a New Transit HUB – FTA- ESMPO**

The Public Works Director, Richard Johnson, is requesting approval of the Update Amendment of the Intergovernmental Services Agreement related to **RFQ PS007-18 Professional Architecture Services for Landscape and Design of a New Transit HUB – FTA- ESMPO**. The updated Agreement contains the descriptions and amount of the 5307 Funds from FTA, and City of Fairhope 20% matching funds. This update of agreement also contains name of new Mayor. Please see attached sample agreement that describes the monies and their use.

Please place on the next available City Council Agenda this request for City Council to approve the Mayor to sign the update of the Intergovernmental Services Agreement that provides the approved ESMPO Resolutions authorizing and approving increases in the amounts allocated for the Transportation Improvement Program (TIP) and for capital for public transit and operatin of the MPO

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

INTERGOVERNMENTAL SERVICE AGREEMENT

This Intergovernmental Service Agreement (“Agreement”) is entered into by and between the Baldwin County Commission (hereinafter “County”) and the City of Fairhope, Alabama (hereinafter “City”), as follows:

R E C I T A L S

Whereas, County is the duly formed governing body in and for Baldwin County, Alabama, and City is an incorporated municipality of the State of Alabama; and

Whereas, the County is the administrator of the Eastern Shore Metropolitan Planning Organization (MPO), the organization designated by the Governor of the State of Alabama as being responsible, together with the State of Alabama, for implementing the applicable provisions of 23 USC 134 and 135 (amended by the FAST Act, Sections 1201 and 1202, December 2015); 42 USC 2000d-1, 7401; 23 CFR 450 and 500; 40 CFR 51 and 93; and

Whereas, the City is an MPO member government; and

Whereas, the Baldwin Regional Area Transit System (BRATS) is the designated public transit provider for the MPO; and

Whereas, the Federal Transit Administration (FTA) allocates 5307 funds to the MPO for public transit capital and operation needs within the MPO urbanized area; and

Whereas, on October 25, 2017, the MPO adopted and approved Resolution 2018-02 amending the FY 2016-2019 Transportation Improvement Program (TIP) allocating \$480,000 in federal funds for a Fairhope Transit Shelter in the City (hereinafter “Project”); and

Whereas, the City has agreed to contribute \$120,000 for the 20% local match; and

Whereas, on July 24, 2019, the MPO adopted and approved Resolution 2019-21 authorizing additional 5307 funds in the amount of \$533,750 in federal funds for the project; and

Whereas, the City has agreed to contribute an additional \$106,750 for the 20% local match; and

Whereas, as the designated public transit provider for the MPO, BRATS is the grantee for all 5307 grant applications and oversees the use of those funds; and

Whereas, the City desires to manage the Project and coordinate directly with Alabama Department of Transportation (ALDOT) throughout the duration of the Project; and

Whereas, the County and City agree that such an arrangement is in the best interests of both parties and the citizens of Baldwin County; and

Whereas, ALDOT has concurred with the City's request to manage the project subject to formal documentation of the arrangements between the County and City; and

Whereas, County and City now wish to enter into this Agreement to provide for their joint cooperation in the City's management of the Project.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the sufficiency of which being hereby acknowledged, County and City do hereby agree as follows:

1. **Recitals:** The recitals set out above are incorporated into this Agreement, as though the same were set out in full in this paragraph.
2. **Independent Entities:** By entering into this Agreement, the City is not an agent of the County, its officers, employees, agents or assigns. The City is an independent entity from the County, and nothing in this Agreement creates an agency relationship between the parties.
3. **Purpose:** The parties acknowledge and agree that the purpose of this Agreement is for the City to manage the Fairhope Transit Shelter project by coordinating all aspects of the project with ALDOT, the MPO, and the County; requesting reimbursement from ALDOT through the County; and provide monitoring and reporting for all required federal clauses and regulations associated with the project, including but not limited to all requirements set forth in the ALDOT Policy and Procedure Manual for Federal Transit Administration Transportation Programs 5307, 5309, 5310 and 5311.
4. **Project Contacts:** Each party hereby designates the individual set forth below as its respective Project Contact. Project Contacts will assist with Project coordination and will be each party's prime contact person. Notices, reports, and other correspondence will be sent to the attention of each party's Project Manager by electronic mail or U.S. mail, whichever is most appropriate, to the parties' addresses as set forth below.

- Project Contact for the County:

Sarah Hart Sislak
shart@baldwincountyal.gov
Eastern Shore MPO
Fairhope Satellite Courthouse
1100 Fairhope Avenue
Fairhope, AL 36532

- Project Contact for the City:

Richard Johnson
richard.johnson@fairhopeal.gov
City of Fairhope
PO Drawer 429
Fairhope, AL 36533

Any changes to the above representatives or addresses must immediately be provided to the other party in writing.

5. **County to Lease Transit Shelter at No Cost:** The City shall lease the Transit Shelter to County for duration required by the Federal Transit Administration; the grant; and all applicable laws, rules, and regulations at no cost to the County, and such lease shall incorporate all terms of the present Agreement and all other terms and conditions deemed necessary or required by County.
6. **Submittal of Invoices:** The City will pay all costs related to the project and submit an invoice to the County for the eighty-percent (80%) federal portion. Invoices must provide a detailed description of reimbursable expenses and shall be provided in the format requested by County and with all necessary support documentation requested by the County. The County will submit the invoice and support documents to ALDOT. Upon receiving reimbursement from ALDOT, the County will remit the invoice amount to the City.

Invoices will be submitted by the City to the County at the following address:

Sarah Hart Sislak
shart@baldwincountyal.gov
Eastern Shore MPO
Fairhope Satellite Courthouse
1100 Fairhope Avenue
Fairhope, AL 36532

Invoices may be submitted to Baldwin County on a monthly basis with not more than one invoice per month. A final invoice must be submitted by City no later than three months following the date of acceptance of the completed project by ALDOT.

7. **Maintenance:** The City, at all times, including during the effective term of this Agreement and at all times thereafter, shall retain exclusive maintenance responsibilities for the Fairhope Transit Shelter.
8. **No Joint Ownership of Property:** The parties acknowledge and agree that they will not jointly acquire, own, or otherwise come into joint or common ownership of any property as a result of or in relation to this Agreement.

9. **Reimbursement Limited:** The reimbursement to be paid to the City shall be limited to eligible Project expenses in accordance with applicable ALDOT and FTA procurement guidelines for transit projects. Any non-eligible project expense or non-reimbursable expenses incurred by the City will not be reimbursed and will be born solely by the City.
10. **City Qualifications:** The City certifies that is it qualified to manage the project in conformity with all applicable State and federal regulations and has completed that attached Subrecipient Questionnaire as evidence of this fact (see Attachment A).
11. **Financing and Budgeting:** City shall be responsible for financing the obligations undertaken by it in relation to the Project and County shall not be responsible for financing, or in any other manner contributing to, the actual costs or expenses of the obligations undertaken by the City unless expressly identified herein. In the event of any chargebacks or the required repayment of grant proceeds pursuant to an audit or otherwise, the City shall be responsible for such chargeback or repayment
12. **Project Records and Documents:** The City, upon request, will provide to the County for examination or audit all Project related records and documents during or following completion of the Project. The City will maintain all such records and documents for at least three (3) years following completion of the Project.
13. **Law Compliance:** The City will abide by and assist the County in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. The City shall procure all applicable federal, state and local permits and pay all said fees.
14. **Approval and Effective Date:** This Agreement shall become effective upon the date of full execution by both parties (“Effective Date”).
15. **Term:** The term of this Agreement shall be for thirty-six (36) months from its effective date. This document may be amended only upon written approval by the Parties hereto, and any such amendment shall be approved by the same method by which this original Agreement has been approved by the Parties.
16. **Services to be Performed by County:**
 - A. BRATS and MPO staff shall provide stakeholder input to City on an as-needed basis.
 - B. Upon receipt of an invoice and all required support documentation from City, County shall, within 45 days, submit a request for reimbursement from ALDOT.
 - C. Upon receipt of reimbursement from ALDOT, County shall, within 45 days, remit to City the invoiced reimbursement amount.

17. **Services to be Performed by City:**

- A. Provide all project management related to the Project including all necessary coordination with ALDOT, selecting and managing consultants, letting to bid, and managing construction in accordance with the applicable State and federal requirements.
- B. Provide preliminary engineering and survey work required for the Project.
- C. Acquire all right-of-way necessary to complete the project.
- D. Provide any and all material testing and all construction engineering and inspection (CE&I)
- E. Handle coordination and any costs associated with utility relocations.
- F. Acquisition, monitoring and reporting for all required permits (including ADEM) and any associated costs.
- G. Submit all invoices and required support documentation to County for reimbursement.
- H. Take all necessary action to maintain completed Project in accordance with applicable State and federal requirements.
- I. Provide all monitoring and reporting for all required federal clauses and regulations and any associated costs.

*Any tasks necessary for the completion of Project not specifically delineated in Section 10 as a responsibility of County shall be the responsibility of City.

- 18. **Adoption of ALDOT and FTA Procurement Procedures:** The City hereby adopts the ALDOT procurement procedures, as approved by the Federal Transit Administration, for any procurement related to the Project (see Attachment B).
- 19. **Adoption of BRATS Title VI Plan, LEP Plan, and DBE Policy:** The City hereby adopts the BRATS Title VI and DBE plans as approved by the Federal Transit Administration, as amended from time to time (see Attachment C)
- 20. **Termination and Notice:** Notwithstanding the foregoing, the County may terminate this Agreement, with reasonable cause, upon written notice to the City. The County's said notice shall be deemed effective, and the Agreement deemed terminated, thirty (30) days after the date such notice is mailed by certified mail to the City. In the event of termination by the County, the City shall be responsible for all actual costs incurred by the County (less donated County time and services) through the date of receipt of the requisite termination notice. All notices provided for herein shall be sent as follows:

To City: City of Fairhope
PO Drawer 429
Fairhope, AL 36533

To County: Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507

21. **Indemnity:** To the fullest extent allowed by law, City shall indemnify, defend and hold the County and its Commissioners, departments, department heads, affiliates, employees, agents, and representatives (collectively referred to in this section as “County”) harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys’ fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon the County, as a result of or in any manner related to the work or services performed by the County and City pursuant to this Agreement or in any way related to the work or services performed by the County or City pursuant to this Agreement, excluding those which arise from an alleged injury to a County employee. This indemnification provision shall survive the expiration or termination of this Agreement.

City accepts the improvement, work, property, product, funds and services of the County as a result of the Project in its “WHERE IS”, “AS IS”, condition and acknowledges that the County has made no representation or warranty to City as to, and has no obligation for the condition of, the improvements, work, property, product, funds and services of the County. City assumes the risk of any latent or patent defects or problems that are or may be contained in the improvements, work, property, product, funds and services of the County or City. City agrees that the County shall not be liable for any injury, loss or damage on account of any such defects or problems. City for itself and City Representatives waive and release the County from any claims for injury to persons (other than County employees) or damage to the personal property by reason of the condition of the improvements, work, property, product, funds and services of the County or otherwise.

All guarantees, duties, representations, assurances, without limitation, contained within this Agreement shall survive and exist beyond the date of termination or expiration of this Agreement, and time, or the lapse thereof, shall not be used for, or argued as a defense by, the City against the same.

Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the County or City related to any immunity, absolute or qualified, to which the County and City are otherwise entitled by law.

22. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and City and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.

23. **Both Parties Contributed Equally to the Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both County and City have contributed substantially and materially to the preparation of this Agreement.

24. **Failure to Strictly Enforce Performance:** The failure of either party to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of a party to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

25. **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer, or other encumbrance, signed by the parties.

26. **Choice of Law:** The parties acknowledge and agree that this Agreement shall in all respects be governed by the laws of the State of Alabama, including without limitation all issues relating to capacity, formation, interpretation, and available remedies, without regard to Alabama conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their duly authorized representatives as of the date of full execution below.

COUNTY:
BALDWIN COUNTY

ATTEST:

BY: _____ /
JOE DAVIS, III /Date
Chairman

_____ /
WAYNE DYESS / Date
County Administrator

CITY:
THE CITY OF FAIRHOPE

ATTEST:

BY: _____ / _____ / _____
SHERRY SULLIVAN /Date LISA A. HANKS /Date
Mayor 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 Joe Davis, III, as Chairman of the Baldwin County Commission, and Wayne Dyess, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, 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 the _____ day of _____, 2021.

Notary Public
My Commission Expires: _____

State of Alabama)
County of _____)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, Sherry Sullivan, whose name as Mayor of the City of Fairhope, and Lisa A. Hanks, whose name as City Clerk of the City of Fairhope, 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 Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said City of Fairhope.

Given under my hand and official seal, this the _____ day of _____, 2021.

Notary Public
My Commission Expires: _____

Calculation Sheet

Designer _____ Date _____ Checker _____ Date _____
 Title _____ Job No. _____
 Subject _____ Sheet No. _____ of _____

5307 FUNDS (HISTORY)		ESMPD	
FUND CYCLE	TOTAL	CITY (20%)	ESMPD (80%)
INITIAL	\$250,000. ⁰⁰	\$50,000. ⁰⁰	\$200,000. ⁰⁰
2nd	\$350,000. ⁰⁰	\$70,000. ⁰⁰	\$280,000. ⁰⁰
FINAL 7/24/19	\$533,750. ⁰⁰	\$106,750. ⁰⁰	\$427,000. ⁰⁰
TOTALS	\$1,133,750. ⁰⁰	\$226,750. ⁰⁰	\$907,000. ⁰⁰

CURRENT EST (IND. VERIFIED) ATTACHED

CONSTRUCTION W/CONTINGENCY (10%) -	\$1,011,919.15
SURVEY, ENG., DESIGN (A ¹ / ₂ E - CE ¹ / ₂ I)	- \$ 98,675. ⁰⁰
EXISTING COND. SURVEY	- \$ 8,500. ⁰⁰
TOTAL -	\$1,119,094.15

Δ IN FUNDING VS. EST + \$14,655.85

RESOLUTION NO. _____

WHEREAS, on July 24, 2019, the Eastern Shore Metropolitan Planning Organization (“MPO”) adopted and approved Resolution 2019-21 authorizing additional 5307 funds in the amount of \$533,750.00 in federal funder for the “Downtown Fairhope Transit Shelter (“Project”); and

WHEREAS, the City of Fairhope (“City”) has agreed to contribute an additional \$106,750.00 for the 20% local match; and

WHEREAS, there is a need to amend RFQ PS007-18 for Professional Architect Services for Landscape and Design of the New Transit HUB Christian Preus Landscape to increase the Architecture contract to \$98,675.00.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, that the City Council agrees to contribute the required twenty percent (20%) local match for the Downtown Fairhope Transit Shelter (Project); and to amend PS007-18 for Professional Architect Services for Landscape and Design of a New Transit HUB FTA-ESMPO 5307 in the amount of \$98,675.00.

ADOPTED THIS 11TH DAY OF JANUARY, 2021

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 1/5/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve Amendment #1 of RFQ PS007-18 Professional Architecture Services for Landscape and Design of the New Transit HUB Christian Preus Landscape

Project Location: Alley

Presented to City Council: 1/11/2021

Funding Request Sponsor: Richard Johnson, Public Works Director
Jessica Walker, Economic & Community Development Director

Resolution #: _____
Approved _____
Changed _____
Rejected JAN 5 '21 PM 7:00
[Signature]

Project Cash Requirement Requested:
Cost: \$ 98,675.00

Vendor: Christian Preus Landscape Architects, 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 Project** Impact Health Fed Grant

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 Marine-34 Plan/Zone

Project will be: Expensed Capitalized Inventoried

Funding Source: Operating Expenses Budgeted Capital Unfunded

Expense Code: 103-55859
G/L Acct Name: BRATS Hub Transit Shelter

Project Budgeted: \$ 98,675.00
Balance Sheet Item included in projected cash flow: \$0.00

Over (Under) budget amount: \$ -

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

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

Capital Lease: _____ Payment _____ Term _____

Comments: One July 24, 2019, MPO adopted and approved Resolution 2019-21 authorizing additional 5307 funds in the amount of \$533,750 in federal funds for this project.

City Council Prior Approval/Date? _____

<p>City Treasurer</p> <p>Purchasing Memo Date: <u>1/4/2021</u></p> <p>Request Approved Date: <u>1/5/2021</u></p> <p>Signatures: <i>[Signature]</i> Kim Creech</p>	<p>Finance Director</p> <p>Purchasing Memo Date: <u>1/4/2021</u></p> <p>Request Approved Date: <u>1/5/2021</u></p> <p>Signatures: <i>[Signature]</i> Jill Cabanis, MBA</p>	<p>Mayor</p> <p>Delivered To Date: <u>1/5/2021</u></p> <p>Approved Date: _____</p> <p>Signatures: <i>[Signature]</i> Mayor Sherry Sullivan</p>
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MEMO

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

Sherry Sullivan
Mayor

Date: January 4, 2021

Re: **Council to approve Amendment #1 of RFQ PS007-18 Professional Architecture Services for Landscape and Design of a New Transit HUB – FTA- ESMPO with Christian Preus Land Scene Architects, LLC**

Council Members
Kevin G. Boone
Robert A. Brown
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

The Public Works Director, Richard Johnson, is requesting approval and award of **Amendment 1 for RFQ PS007-18 Professional Architecture Services for Landscape and Design of a New Transit HUB – FTA- ESMPO to Christian Preus Landscape Architects, LLC.**, in an amounts approved by the Intergovernmental Service Agreement update in which the Architecture services is increased to **NINETY-EIGHT THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS (\$98,675.00)**.

The increase comes from the allocation of **5307 funds** from the FTA to MPO for public transit capital and operations needs within the MPO area. There is an increased allocation for FY2016-2019 transportation Improvement Program (TIP) for \$480,000 for Fairhope Transit Shelter with the City contributing **\$120,000 for the 20% match**. July 24, 2019, the MPO approved additional authorization of **5307 Funds** in the amount of \$533,750 with the City's contribution being **\$106,750 for the 20% local match**. See attachments for more information.

Please place on the next available City Council Agenda this request for City Council to approve Amendment #1, and increase the amount of the Contract to \$98,675.00. Also authorize the Mayor to execute the associated Amendment #1 for RFQ PS007-20 Professional Architecture Services for Landscape and Design of a New Transit HUB – FTA- ESMPO with Christian Preus Landscape Architect, LLC.

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov



AMENDMENT #1

for

RFQ PS007-18

with

PROFESSIONAL Architecture Services

For Landscape and Design of a new Transit HUB

FTA-ESMPO

Sherry Sullivan
Mayor

Jack Burrell
Council President

CONTRACT AMENDMENT #1

RFQ PS007-18 Professional Architect Services for Landscape and Design of a New Transit Hub FTA- ESMPO 5307

This **Amendment #1** to Contract is made and entered into by and between the **CITY OF FAIRHOPE, ALABAMA** and **Christian Preus Landscape Architecture, PLLC** on this _____ day of _____ 2021 for a change in the contract amount and scope of work.

Recitals

WHEREAS, **Christian Preus Landscape Architecture, PLLC** was awarded a Contract for **RFQ PS007-18 Professional Architect Services for Landscape and Design of a New Transit Hub FTA- ESMPO 5307** for the CONTRACT

Agreement

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

AMEND this Contract by in the amounts shown in Memorandum of August 2, 2019 from Christian Preus and in the Intergovernmental Service Agreement update. The SOW has been increased along with approved extra funds for the implementation.

- 1) Oct 10, 2017 Resolution 2018-02 amending FY 2016-2019 Transportation Improvement Program (TIP) allocating \$480,000 in federal funds for the Fairhope Transit Shelter in the City of Fairhope
- 2) City agreed to contribute \$120,000 for the 20% local match
- 3) July 24, 2019, MPO adopted and approved Resolution 2019-21 authorizing additional 5307 funds in the amount of \$533,750 in federal funds for the project
- 4) City has agreed to contribute additional \$106,750 doe the 20% local match (Attached is a synopsis of the funding provided by Richard Johnson, Public Works Director of 5307 Funding for this project)
- 5) **The Architecture contract has been increased to \$98,675.00.**

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

CITY SIGNATURE

CITY OF FAIRHOPE, ALABAMA

BY: _____
Sherry Sullivan, Mayor

ATTEST: _____
Lisa A. Hanks, MMC, 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 Sherry Sullivan, whose name 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 _____ 2021

Notary Public _____

My Commission Expires ____ / ____ / ____

CONSULTANT SIGNATURE

If not a Corporation

BY: _____ ATTEST: _____
(CONSULTANT SIGNATURE)

If a Corporation

(CORPORATION NAME)

BY: _____ ATTEST: _____
(CONSULTANT SIGNATURE)

As Its: _____

NOTARY FOR CONSULTANT:

STATE OF _____]
COUNTY OF _____]

I, _____, a Notary Public in and for said State and County,

hereby certify that _____, whose title as
of _____ is signed to the foregoing conveyance and who is
(Company name)

known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they 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 _____, 2021.

Notary Public _____

My Commission Expires ____ / ____ / ____

Mailing:
307 De La Mare Avenue
Fairhope, AL 36532

1011 Desoto Street
Ocean Springs, MS 39564

August 2, 2019

City of Fairhope, Alabama (Client)
Attn: Mr. Richard Johnson – Director of Public Works (via email)

MEMORANDUM

Regarding: BRATS Transit Hub Fee Amendment

Dear Richard:

Our firm has enjoyed working with you and the City of Fairhope on the design of the BRATS Transit Hub and Arts Alley project. Due to the fact that the scope for the project has been increased, along with approved extra funds for implementation, we are presenting an amendment to our fee as described below.

The line item fees below are broken down per line item in our contract. The items in RED are the fees to be amended as a result of the scope increase. Since item one has been completed, and there is no additional work required for that item, we are not proposing to increase the fee for that item. A signed authorization will allow us to proceed with our plans.

A&E FEES

I.	Analysis & Planning	\$8,250
II.	Client & Community Engagement	\$7,050
III.	Design & Engineering	\$55,750
IV.	Contract Docs & Letting	\$5,500
V.	Construction Services	\$16,250
VI.	Special Services	\$5,875
	TOTAL:	\$98,675

Sincerely,

CHRISTIAN PREUS LANDSCAPE ARCHITECTURE, PLLC



08-02-19

BY : Christian H. Preus, ASLA

Date

Client

Date

Calculation Sheet

Designer _____ Date _____ Checker _____ Date _____
 Title _____ Job No. _____
 Subject _____ Sheet No. _____ of _____

5307 FUNDS (HISTORY) ESMPD			
FUND CYCLE	TOTAL	CITY (20%)	ESMPD (80%)
INITIAL	\$250,000. ⁰⁰	\$50,000. ⁰⁰	\$200,000. ⁰⁰
2nd	\$350,000. ⁰⁰	\$70,000. ⁰⁰	\$280,000. ⁰⁰
FINAL 7/24/19	\$533,750. ⁰⁰	\$106,750. ⁰⁰	\$427,000. ⁰⁰
TOTALS	\$1,133,750. ⁰⁰	\$226,750. ⁰⁰	\$907,000. ⁰⁰

CURRENT EST (IND. VERIFIED) ATTACHED

CONSTRUCTION W/CONTINGENCY (10%)	- \$1,011,919.15
SURVEY, ENG., DESIGN (A&E-CE&I)	- \$ <u>98,675.00</u>
EXISTING COND. SURVEY	- \$ 8,500. ⁰⁰
TOTAL -	\$1,119,094.15

Δ IN FUNDING VS. EST + \$14,655.85

RESOLUTION NO. ____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to execute a contract with Volkert, Inc. to perform Professional Engineering and C&E Services for the Installation of UV SIGNA Disinfecting at the Wastewater Treatment Plant (RFQ No. PS002-21) with a not-to-exceed amount of \$65,000.00.

DULY ADOPTED THIS 11TH DAY OF JANUARY, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 1/4/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award RFQ PS002-21 Professional Engineering and Construction Phase Services for the installation of UV Signa Disinfecting

Project Location: Wastewater Treatment Plant

Presented to City Council: 1/11/2021

Resolution #: Approved JAN 5 '21 PM 2:01

Funding Request Sponsor: Jason Langley, Water & Sewer Superintendent
Sherry Sullivan, Mayor

Changed [Signature]

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 65,000.00 Not-to-Exceed

Vendor: Volkert, Inc.

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Sewer Gas Tax Cap Project Impact Health Fed Grant

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 _____

Funding Source:

Operating Expenses _____
Budgeted Capital _____
Unfunded _____

Expense Code: 004-16030
G/L Acct Name: Vehicles & Equipment

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

Project Budgeted: \$ 70,000.00 FY2021 Draft Budget
Balance Sheet Item-
Included in projected
cash flow \$0.00

Over (Under) budget amount: \$ (5,000.00)

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

Comments:

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 12/30/2020

Purchasing Memo Date: 12/30/2020

Delivered To Date: 1/4/2020

Request Approved Date: 1/4/2020

Request Approved Date: 1/4/2020

Approved Date: _____

Signatures: [Signature]
Kim Creech

[Signature]
Bill Cabanis, MBA

[Signature]
Mayor Sherry Sullivan



MEMO

Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kim Creech
Treasurer

To: Kim Creech, Treasurer

From: 
Delores A Brandt, Purchasing Manager

Date: December 30, 2020

Re: **Request for City Council to approve negotiated fee for Contract, and approve Mayor to execute Contract for RFQ PS002-21 Professional Engineering and C & E Services for Installation of UV SIGNA Disinfecting at Wastewater Treatment Plant**

Per resolution of October 26, 2020, the City Council approved the selection of Volkert, Inc. and authorized the Negotiations of the proposed fees. The Utilities Superintendent, Sherry Sullivan, and Water and Wastewater Superintendent, Jason Langley seek Council approval of \$65,000 as the fee associated with the negotiation of contract for **RFQ PS002-21 Professional Engineering and C & E Services for Installation of UV SIGNA Disinfecting at Wastewater Treatment Plant.**

The negotiated amount for the proposed work from Volkert is a NOT-TO-EXCEED OF SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00). See attached documentation.

Please place on the next available City Council Agenda this recommendation to approve the negotiated fees for RFQ PS002-21 Professional Engineering and C & E Services for Installation of UV SIGNA Disinfecting at Wastewater Treatment Plant and authorize the Mayor to sign the contract with Volkert, Inc. with the not to exceed amount of \$65,000.00.

Cc: file, Mayor Sullivan, Jason Langley,

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

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

December 21, 2020

Mr. Jason Langley
Water & Wastewater Supervisor
City of Fairhope
P.O. Drawer 429
Fairhope, AL 36533

RE: Additional Requested Information Regarding Proposal for Professional Engineering & Construction Phase Services Related to the UV Signa Installation

Dear Mr. Langley:

As we discussed last week, Volkert's UV proposal dated October 10th, attached for your convenience, was developed with the understanding that design evaluation is needed to incorporate the new UV system within the existing infrastructure including hydraulics, channel modifications, access, and electrical/SCADA. Therefore, the proposal included a design review of these items in lieu of an installation only bid document preparation. The following is a further explanation of some of the design related items in the Scope of Services listed in the original proposal:

- Evaluate the impact of the new UV unit and associated weir on the plant's hydraulic profile between the filters and the UV system. Discuss the findings with operations staff and the equipment manufacturer and address necessary accommodations in the bid documents.
- Evaluate impact to the existing building that was constructed after the installation of existing units and discuss potential impacts for the removal of the existing unit and installation of the new unit. Review manufacturer's recommendation for removal of an existing unit if potential resell of the unit is being considered. Discuss options and potential cost impact with staff and coordinate bidding documents based on final option selected.
- Field review visible site conditions and discuss findings with staff and manufacturer. Address necessary accommodations in the bidding documents.
- Review equipment arrangement and location of control panel with staff and manufacturer and address necessary accommodations in the bidding documents.
- Evaluate channel modifications for structural impacts including proposed concrete channel reduction baffle, grating needs, service trough proposed to be constructed on top of existing floor, and channel modifications including channel floor and fill areas. Review with staff and manufacturer and address necessary accommodations in the bidding documents.

- Evaluate electrical service needs compared to existing electrical infrastructure in place and address any necessary accommodations in the bidding documents.
- Evaluate SCADA controls with WRF SCADA provider and address necessary accommodations in the bidding documents

Additionally, we have held discussions with the equipment manufacturer to confirm the design conditions discussed above for the selected equipment.

Our proposal is based on a not-to-exceed amount to accommodate the additional effort that could develop from the evaluation of these items. Only the actual time utilized on the project will be billed. Based on these discussions with staff and the manufacturer, we can revise our estimated not to exceed amount to \$65,000. The original attached scope of services has been updated to include the manhours associated with this revised fee.

We are happy to discuss alternate scopes of services for a more installation only Contract services that would reduce the not to exceed amount should the City want to review this option. We appreciate the opportunity to provide further information on this proposal to assist the City of Fairhope with engineering, bidding services and construction phase services to support your efforts to install the purchased UV Signa to replace your current UV 4000.

Please let me know if you have any additional questions regarding these items or would like to meet to discuss any of the items in further detail.

Sincerely,



Melinda D Immel, P.E.
Assistant Vice President

Attachments

C Mr. Tim Manuel

**City of Fairhope Water Resource Recovery Facility (WRRF)
Proposed Scope of Services for Professional Engineering & Construction Phase Services
Related to the UV Signa Installation**

**October 7, 2020
Update December 18, 2020**

The City of Fairhope has purchased a Trojan Signa UV disinfection system to replace the existing Trojan UV 4000 disinfection system. The following is the requested Scope of Services to provide engineering services related to preparing bid documents for the installation of the purchased equipment based on the manufacturer's submittal. The Scope also includes construction phase services.

1. Conduct project meetings with staff and equipment manufacturer and representative to discuss the submittal and equipment components provided. Estimated 2 Man Days
2. Review existing conditions and compare to those noted on the submittal drawings and other physical obstacles and conditions. It is currently assumed survey services will not be necessary and are not included in this Scope. Estimated 9.50 Man Days
3. Review the system hydraulics in relation to the manufacturer's provided equipment headloss, the parallel unit, and existing and proposed weir elevations and splitter box. Estimated 1.5 Man Days
4. Review proposed electrical requirements in relation to current services. Estimated 3.0 Man Days
5. Coordinate with WRRF SCADA provider to determine allowance item for SCADA work to be included in the construction contract as in previous WRRF improvement projects. Estimated 1.5 Man Days
6. Conduct meetings with staff to provide updates as the project progresses. Estimated 2.0 Man Days
7. Prepare bid documents utilizing the manufacturer's equipment submittal. Add necessary construction scope of work notes based on findings from submittal and site reviews. It is assumed additional drawings beyond those in the submittal, will not be necessary. Therefore, preparation of any additional plan sheets is not included in this Scope. It is also assumed that major renovations to the existing building will not be necessary to perform the work and have not been included in this Scope of Services. Estimated 10 Man Days
8. Coordinate bidding phase, including preparing and coordinating bidding advertisements with papers. Invoices for advertisements will be submitted directly to the City of Fairhope for payment. We will issue bid documents, respond to questions from prospective bidders, conduct a pre-bid meeting, assist with bid opening, and provide a tabulation of bids received and recommendation for award. Estimated 3 Man Days
9. During the currently estimated 90 calendar day construction period, the following services will be provided: Prepare contracts for execution, conduct pre-construction meeting, conduct on site meetings with contractor and staff when necessary but at least bi-monthly, perform daily site visits by the Project Representative (PR). The parties hereto expressly acknowledge and agree

that the PR will not remain on the project site full time and that he or she will not physically be at the project site the entire time the contractor or its subcontractors are working on site. Rather, the parties expressly acknowledge and agree that it is the intent of the parties and the intent of this Scope of Services that Volkert will supply a PR who will visit the site no less frequently than once daily during the work week and that while on site the PR will endeavor to observe the progress of the contractor's work and to review the construction for the purpose of monitoring compliance with the manufacturer's submittal. Review contractor's monthly payment requests for consistency with the accepted completed work and process with the City. Coordinate equipment start up with contractor and equipment manufacturer and conduct a final site inspection of completed work with the contractor and the City's representatives. Coordinate manufacturer submittal updates if necessary following construction. These construction services are based on the estimated 90 calendar day construction period with work occurring during the five-day work week only. Estimated 40 Man Days

10. At this time ADEM permitting is not anticipated and is not included in this Scope of Services. However, communication with ADEM for the proposed improvement will be performed.

RESOLUTION NO. 3855-20

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of Volkert, Inc. to perform Professional Engineering and C&E Services for the Installation of UV SIGNA Disinfecting at the Wastewater Treatment Plant (RFQ No. PS002-21); and hereby authorizes Council President Jack Burrell to negotiate a fee schedule and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 26TH DAY OF OCTOBER, 2020


Jack Burrell, Council President

Attest:


Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to approve the negotiated fee for Masonry and Concrete Work for Alterations at Fairhope Municipal Stadium (ADA Compliance) for the Recreation Department (Bid Number 034-20); and authorizes the Mayor to execute a contract with Kahlbau Construction, LLC for a not-to-exceed amount of \$138,504.00.

Adopted on this 11th day of January, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 1/4/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve negotiated fee for contract for Bid 034-20 Masonry and Concrete Work for Alternations to Fairhope Municipal Stadium

Project Location: Fairhope Municipal Stadium

Presented to City Council: 1/11/2021

Funding Request Sponsor: Richard Johnson, Public Works Director
Pat White, Recreation Director

Resolution #: Approved JAN 5 '21 PM 2:00
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 138,504.00

Vendor: Kahlbau Construction, 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 Project** Impact Health Fed Grant

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: 103-55883
G/L Acct Name: ADA Platforms and Ramps-Stadium

Project Budgeted: \$ 165,442.50 FY2021 Draft Budget
Balance Sheet Item:
Included in
projected cash flow \$0.00

Over (Under) budget amount: \$ (26,938.50)

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

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

Capital Lease: _____ Payment _____ Term _____

Comments:

City Council Prior Approval/Date? _____

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

Purchasing Memo Date: 12/9/2020 Purchasing Memo Date: 12/9/2020 Delivered To Date: 1/4/2021

Request Approved Date: 1/4/2021 Request Approved Date: 1/4/2021 Approved Date: _____

Signatures: [Signature] [Signature] [Signature]
Kim Creech Jill Cabaniss, MBA Mayor Sherry Sullivan

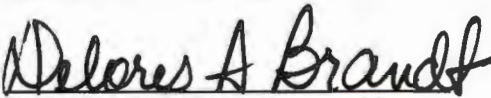


MEMO

Sherry Sullivan
Mayor

To: Kim Creech, Treasurer

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

From: 
Delores A Brandt, Purchasing Manager

Date: December 9, 2020

Lisa A. Hanks, MMC
City Clerk

Re: **Request for City Council to approve negotiated fee for Contract, and approve Mayor to execute Contract for Bid 034-20 Masonry and Concrete Work for Alterations to Fairhope Municipal Stadium**

Kim Creech
Treasurer

Per Resolution 3818-20 September 14, 2020, the City Council approved negotiations with the one bidder, Kahlbau Construction LLC for **Bid No 034-20 Masonry and Concrete Work for Alterations to Fairhope Municipal Stadium**. The Director of Public Works, Richard Johnson seeks Council approval of **ONE HUNDRED THIRTY-EIGHT THOUSAND FIVE HUNDRED FOUR DOLLARS AND ZERO CENTS (\$138,504.00)** as the negotiated Not-To-Exceed contract amount

MASONRY WORK RESPONSE – 1. Lump Sum for Masonry Work with all Materials provided by the Bidder in the amount of **\$58,000.00**.

ADDITIVE ALTERNATIVE BID RESPONSE – 1. Lump Sum for Footers and Backfill with all Materials provided by the Bidder in the amount of **\$18,000.00**.

ADDED ALTERNATIVE BID RESPONSE – 1. Lump Sum for Concrete Work with Slab Edge with all Materials provided by the Bidder in the amount of **\$62,504.00**.

Please place on the next available City Council Agenda this recommendation to approve the negotiated fees for Bid 034-20 Masonry and Concrete Work for Alterations to Fairhope Municipal Stadium and authorize the Mayor to sign the contract with Kahlbau Construction, LLC in the not to exceed amount of \$138,504.00.

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

Cc: file, Mayor Sullivan, Richard Johnson

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

Designer _____ Date _____ Checker _____ Date _____
Title _____ Job No. _____
Subject _____ Sheet No. _____ of _____

1
58
19
76
62,500
138,504 1
Value -

MASONRY WORK RESPONSE

1. Lump Sum for Masonry Work with all Materials provided by the <u>Bidder</u> :	\$ 58,000
CMU Masonry Work Percentage of Total: 50%	\$ 29,000
Face Brick Veneer Work Percentage of Total: 50%	\$ 29,000
2. Lump Sum for Masonry Work with all Materials provided by the <u>City</u> :	\$ 48,000
CMU Masonry Work Percentage of Total: 50%	\$ 24,000
Face Brick Veneer Work Percentage of Total: 50%	\$ 24,000

ADDITIVE ALTERNATIVE

Placement of spread footers and structural backfill of constructed stem walls to support horizontal and sloped concrete slabs. Entails the excavation, forming, placing reinforcement, and placing concrete to construct the spread footings to support the CMU stem walls on the home side (west) grandstand of the Fairhope Municipal Stadium. In addition, the placing and compaction of structural backfill behind the constructed CMU stem walls to support the horizontal and sloped concrete slabs. The respondent shall submit two bids:

1. **Lump Sum:** for all equipment, tools, labor, materials, and incidentals necessary to perform the work as specified in this invitation.
2. **Lump Sum:** for all equipment, tools, labor, and incidentals necessary to perform the work as specified in this invitation. Price will consider the City providing materials

Additive Alternative Bid Response

1. Lump Sum for Footers and Backfill with all Materials provided by the <u>Bidder</u> :	\$ 18,000
Footer Work Percentage of Total: 50%	\$ 9,000
Backfill Work Percentage of Total: 50%	\$ 9,000
2. Lump Sum for Footers and Backfill with all Materials provided by the <u>City</u> :	\$ 13,500
Footer Work Percentage of Total: 50%	\$ 6,750
Backfill Work Percentage of Total: 50%	\$ 6,750

#2--The CONCRETE portion of the Invitation request bids in two forms materials provided by the City and materials provided by the Bidder:

1. **Lump Sum:** for all equipment, tools, labor, materials, and incidentals necessary to perform the work as specified in this invitation.
2. **Lump Sum:** for all equipment, tools, labor, and incidentals necessary to perform the work as specified in this invitation. Price will consider the City providing the following materials:
 - a) Concrete
 - b) Rebar
 - c) Welded Wire Fabric
 - d) Joint and Spacer Material
 - e) Galvanized Angle (Added Alternative)

Note: Incidentals shall include, but not be limited to form boards, form material, hardware, connectors, cleaning materials, **concrete pumping equipment** (Concrete include cost of delivery to site only) and other materials related to concrete placement work.

Note²: Much of the concrete slab placement can be achieved through "tailgating" from the delivery vehicle. It is anticipated that only the upper slab and ramps would require pumping equipment. The price submitted should reflect the cost of such equipment.

CONCRETE WORK RESPONSE

Bid for concrete elevated slab work on a City managed project. Project entails the retrofitting the home side (west) grandstand of the Fairhope Municipal Stadium to meet ADA Compliance. The final project will result in a series of ramps and viewing levels for handicapped patrons to use during stadium events. This is specifically related to the elevated and sloped concrete slabs that comprise and connect the various levels. The bidding contractor shall plan and price for an uninterrupted pour schedule. Once the CMU stem walls and backfill are in place, the notice to proceed will be issued and the job site will be turned over to the Concrete Contractor to place the concrete slabs See Item Scope of Work

1. Lump Sum for Concrete Work with all Materials provided by the Bidder:	\$ 53,000
2. Lump Sum for Concrete Work with all Materials provided by the City:	\$ 47,000

ADDED ALTERNATIVE BID RESPONSE:

This added alternative is to install a 3/8 x 4 x 6 Angle (A-36, hot-dipped galvanized) as a slab edge treatment at all leading edges of the exposed slab (viewing platforms). Contractor shall determine the best means and methods to support and secure angle during concrete placement and curing. Detail attached.

Additive alternative response for Concrete

Lump Sum for Concrete Work w/Slab Edge - all Materials provided by the Bidder:	\$ 62,504	←
Lump Sum for Concrete Work w/Slab Edge - all Materials provided by the City:	\$ 57,504	

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

ADDENDUM NO	DATE ISSUED	ADDENDUM NO	DATE ISSUED
<u>1</u>	<u>08/13/20</u>	_____	_____
_____	_____	_____	_____

Each bid must give the full business address of the bidder and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president",

RESOLUTION NO. 3818-20

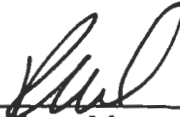
BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, as follows:

[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

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 with Engineering Design Technologies, Inc. for Professional Engineering Services to extend the time for Federal and Alabama Department of Transportation ADA Street Compliance; and authorizes Mayor Sherry Sullivan to execute Amendment No. 1 to the Contract with a cost of \$6,600.00 plus training cost of \$150.00 as needed.

Adopted on this 11th day of January, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 1/4/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approval of Amendment#1 to the RFQ PS003-16 Professional Engineering Services for Federal and ALDOT ADA Street Compliance

Project Location: City Wide

Presented to City Council: 1/11/2021

Funding Request Sponsor: Richard Johnson, Public Works Director

Resolution #: Approved JAN 5 '21 PM2:00

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 6,600.00 plus \$150.00 per hour for training City staff

Vendor: Engineering Design Technologies, Inc.

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Sewer Gas Tax Cap Projec Impact Health Fed Grant

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 Marine-34 Plan/Zone

Project will be:

Expensed XXX
Capitalized
Inventoried

Funding Source:

Operating Expenses XXX
Budgeted Capital
Unfunded

Expense Code: 001350-60290
G/L Acct Name: Professional Services

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

Project Budgeted: \$ 5,775.00
Balance Sheet Item:
Included in
projected cash flow \$0.00

Over (Under) budget amount: \$ 825.00

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

Comments:
City's ADA Transition Plan must have Professional Services Vendor under Contract by 1/15/2021.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 12/31/2020

Purchasing Memo Date: 12/31/2020

Delivered To Date: 1/4/2021

Request Approved Date: 1/4/2021

Request Approved Date: 1/4/2021

Approved Date: _____

Signatures: Kim Creech
Kim Creech

Jill Cabaniss
Jill Cabaniss, MBA

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

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

Sherry Sullivan
Mayor

Date: December 31, 2020

Re: Approval of **Amendment #1 to the RFQ PS003-16 Prof Engineering Services for Federal and ALDOT ADA Street Compliance** in excess of \$5000 in proposed 2021 budget

Council Members
Kevin G. Boone
Robert A. Brown
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin

The proposed Amendment # 1 is in response to the 2nd of two (2) requests for extension of contract compliance in Alabama Federal Highway Administration letter of November 19, 2020 extending the time for the City of Fairhope to fully implement action plan to update and revise ADA street compliance in accordance with the requirements of **28 CRF25.150 (d)** as a budgeted item in the **proposed budget for FY2021**. Attached are the **USDOT Letter of Finding and USDOT extension to October 30, 2021**. The Public Works Director deadlines sent to USDOT and EDT (attached) include:

Lisa A. Hanks, MMC
City Clerk

Key Activities and Deadlines:

- a. Have Professional Services Vendor **under Contract by 01/15/2021**
- b. Have draft updated ADA transition plan 05/31/2021
- c. Revised plan Adopted by Council and interactive map on City website by 06/30/2021

Kimberly Creech
City Treasurer

The Council awarded RFQ PS013-16 Prof Engineering Services for USDOT and ALDOT ADA Street Compliance in 2016 to Engineering Design Technologies. The Amendment #1 will provide the items as described in the Attachments from USDOT dated November 19 and the December 9 the email from Mr Johnson.

The proposed fee is SIX THOUSAND DOLLARS (\$6,600) for the services and documents, and **\$150.00 hr. for the training** as needed of the City staff on editing of the ARC GIS Geodatabase for continual updating to comply with FHWA guidelines.

Please place on the Council Agenda to have this Amendment #1 of RFQ PS003-16 Professional Engineering Servs for Federal and ALDOT ADA Street Compliance in the amount of \$ 6,600, plus training costs as needed, approved and allow the Mayor to sign the contract Amendment #1.

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

Cc: file; Richard Johnson

Dee Dee Brandt

From: Richard Johnson
Sent: Wednesday, December 9, 2020 2:54 PM
To: 'Zachary Robertson'
Cc: Hunter Simmons; John Thomas; Dee Dee Brandt; Jennifer Bush
Subject: City of Fairhope - ADA Transition Plan
Attachments: FHWA LOF 03-06-2020.pdf; Fairhope Second Extension Request Response Letter HCR 40 2018 0252 Bolin 2020.pdf

Zach:

Here are the compliance steps we have agreed to:

A. Fairhope seek to revise and update the City's ADA Transition Plan to meet the requirements of 28 CFR 35.150(d).

Key Activities and Deadlines:

- a. Have Professional Services Vendor under Contract by 01/15/2021
- b. Have draft updated ADA transition plan 05/31/2021
- c. Revised plan Adopted by Council and interactive map on City website by 06/30/2021

I am seeking a proposal from EDT that accomplishes these objectives that leads to the Goal of a compliant ADA Transition Plan.

If the proposal needs to include the cost of relicensing software, include that cost in the proposal. Short of that, we need to avoid paying for services or deliverables that have already been performed or created. The new costs associated with updating and assisting in the creation of the interactive GIS map is fair game.

I have included the original LOF and the terms of our response to it.

Thanks,

RDJ

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



ENGINEERING DESIGN TECHNOLOGIES, INC.

9786-B Timber Circle | Spanish Fort, AL 36527 | office 251.415.4636 | facsimile 251.415.4534

www.EDTinc.net

December 30, 2020

Mayor Sherry Sullivan
Attn: Mr. Richard Johnson
City of Fairhope
161 N Section Street
Fairhope, Alabama 36532

**Subject: Proposal for ADA Transition Plan Revision and Interactive Mapping
City of Fairhope, Alabama**

Reference: Fee Proposal

Dear Mr. Johnson:

Engineering Design Technologies, Inc. (EDT) appreciates the opportunity to provide a proposal for assisting the city with revising the current ADA Transition Plan and creating an interactive map to be published on the city's website.

EDT's understanding of the scope of work is to provide the following services and documents:

- Provide an editable ARC GIS Geodatabase, using current information from the Trimble Cloud previously collected
- Working with the City to revise the current ADA Transition Plan for submittal to the FHWA Alabama Division
- Creating an Interactive Map from the ARC GIS Geodatabase

Total Fee for above services and documents- \$6,600.00

- Training for City staff on editing of ARC GIS Geodatabase for continual updating to comply with FHWA guidelines will be billed at an hourly rate of \$150.00.

EDT is honored to offer our proposal for assisting the City of Fairhope with the revision of the ADA Transition Plan.

If you require additional information or have any questions, please do not hesitate to call.

Respectfully submitted,
Engineering Design Technologies, Inc.

Zachary Robertson, P.E.
Senior Vice President



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

Alabama Division

November 19, 2020

9500 Wynlakes Place
Montgomery, AL 36117
334-274-6350
334-274-6352
Alabama.FHWA@dot.gov

In Reply Refer To:
HDA-AL

Mr. Richard Johnson, PE
555 South Section Street
Fairhope, AL 36532

Subject: Your Letter of October 30, 2020,
ADA – HCR 40-DOT #2018-0252

Dear Mr. Johnson:

Thank you for your letter dated October 30, 2020, to request an extension due to both the unforeseen COVID-19 health situation, nationally, and the barrage of hurricanes and tropical storms that have hit your area in recent months. It is our understanding that the extension will provide time to fully implement the action plan outlined in your letter and as follows:

- A. Fairhope seek to revise and update the City's ADA Transition Plan to meet the requirements of 28 CFR 35.150(d).

Key Activities and Deadlines:

- a. Have Professional Services Vendor under Contract by 01/15/2021
- b. Have draft updated ADA transition plan 05/31/2021
- c. Revised plan Adopted by Council and interactive map on City website by 06/30/2021

- B. Correction of all deficiencies regarding the inaccessible sidewalks and missing curb ramps at the subject locations – Southland Place Subdivision.

Key Activities and Deadlines:

- a. Develop and refine a Scope of Work (SOW) to be performed by 12/31/2020 – To be submitted for Review and Approval by FHWA Alabama Division
- b. Based on approved SOW have Engineering under contract by 03/31/2021
- c. 60% Design Review Drawings by 07/31/2021 – To be submitted for Review and Approval by FHWA Alabama Division
- d. Community Engagement completed by 09/30/2021
- e. Upon finalization of construction plans and community engagement – submit to FHWA Alabama Division a timeline for completion of sidewalk improvements.

Based on your request, we approve the extension for one year from the date of your letter, October 30, 2021. We request quarterly updates on your progress during this time with the first status report being submitted NLT March 30, 2021 for the prior 90 days' activities. (An email format of reporting will be beneficial.) Please ensure that the plan and schedule required by the LOF dated March 6, 2020 is submitted NLT this extension deadline.

If you have any questions or comments, please contact Mrs. Stephanie James at 334-274-6356 or by email at Stephanie.james@dot.gov.

Sincerely,

A handwritten signature in black ink that reads "Mark D. Bartlett". The signature is written in a cursive style with a large initial "M".

Mark D. Bartlett, P. E.
Division Administrator

cc: Mr. Jeff Shelley
Mr. Clint Andrews
Mrs. Stephanie James
Mr. Tim Heisler



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

1200 New Jersey Avenue, SE.
Washington, DC 20590

MAR 6 2020

In Reply Refer To: HCR-40

Richard Johnson, Public Works Director
City of Fairhope, AL
555 S. Section St.
Fairhope, AL 36533

Subject: Letter of Finding (LOF) – DOT # 2018-0252

Dear Mr. Johnson:

On May 29, 2018, Complainants filed a complaint that was referred to the Federal Highway Administration (FHWA) alleging violations of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973 (Section 504) against the City of Fairhope, Alabama (Respondent). FHWA has completed its investigation of this complaint.

Section 504 prohibits discrimination on the basis of disability in programs or activities that receive Federal financial assistance. The ADA prohibits discrimination on the basis of disability by public entities. The ADA defines “public entity” to include any State or local government. Public entities are required to operate each service, program or activity so that it is readily accessible to and usable by individuals with disabilities. Public entities must comply with the U.S. Department of Justice (DOJ) ADA regulations at 28 CFR Part 35. Recipients of financial assistance from the U.S. Department of Transportation (DOT) must comply with DOT’s Section 504 regulations in 49 CFR Part 27. These regulations are available online at: <http://www.ecfr.gov>. Specific legal citations relevant to this LOF are provided below.

Allegation:

Complainant alleges that Respondent failed to provide accessible sidewalks adjacent to Vivian Loop and Davidson Loop in Fairhope, Alabama.

Issue:

Did Respondent violate the ADA and Section 504 by failing to provide accessible sidewalks?

Findings

1. Respondent is a public entity as defined by the ADA and receives federal financial assistance. Respondent has jurisdiction over sidewalks adjacent to Vivian Loop and Davidson Loop and is therefore responsible for ADA compliance at the subject locations.
2. Pedestrian facilities under Respondent’s jurisdiction were constructed in a manner that did not meet ADA requirements.

3. On August 27, 2018, a site review was conducted, and the following conditions were documented:
 - a. Accessible curb ramps were missing from the following locations:
 - i. 124 Davidson Loop
 - ii. The intersection of Vivian Loop and Southland Place
 - b. Sidewalk cross slopes exceed the maximum of 2% at:
 - i. 144 Vivian Loop – 10.1% cross slope
 - ii. 141 Vivian Loop – 5.6% cross slope
 - iii. 129 Kemper Lane – 6.8% cross slope
 - iv. 124 Davidson Loop – 8.1% cross slope
4. On August 27, 2018, Complainants informed the investigator that they had notified Respondent of these conditions in 2017 and that the non-compliant conditions have not been corrected. Respondent confirmed that it was aware of the above non-compliant conditions, and it has not taken action to resolve the non-compliance.
5. Respondent has 317 full time and 101 part-time employees. Therefore, Respondent is required to develop an ADA Transition Plan.
6. Respondent developed an ADA Transition Plan in 2016. However, the plan does not contain a detailed schedule to achieve compliance. This document is not easily accessible from Respondent's website: www.cofairhope.com.

Conclusions

1. FHWA finds that Respondent is not in compliance with the ADA requirements for failure to maintain its facilities so that they are readily accessible and usable by persons with disabilities. See 28 CFR 35.133(a). The sidewalk cross-slopes and curb ramps do not meet the ADAAG standards. ADAAG sections 403.3, 406.
2. FHWA finds that Respondent is not in compliance with the ADA because Respondent, a public entity that employs 50 or more persons, has not developed a transition plan consistent with 28 CFR § 35.150(d)(1)(2).

Voluntary Compliance

To achieve compliance with the requirements of the ADA and Section 504, Respondent must take the following actions:

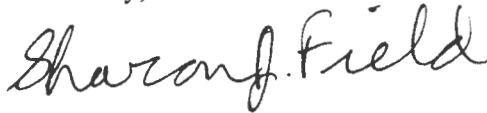
1. Respondent must correct all deficiencies regarding the inaccessible sidewalks and missing curb ramps at the subject locations.
2. Respondent must revise its ADA transition plan to meet the requirements of 28 CFR 35.150(d).

3. Within 90 days of receiving this notification of non-compliance, Respondent must provide the FHWA Alabama Division Office documentation of its plan and schedule to implement the actions. The FHWA Alabama Division Office will monitor Respondent's efforts until the deficiencies are corrected.

If Respondent fails to voluntarily agree to a compliance remedy, FHWA may refer complainant to the DOJ for appropriate action. 28 CFR 35.174. Please note that Complainant may file a private suit pursuant to Section 203 of the ADA at any time, regardless of the FHWA findings on this complaint per 28 CFR 35.172(d).

If you have any question about this LOF, please contact Maria Thomas at Maria.Thomas@dot.gov.

Sincerely,



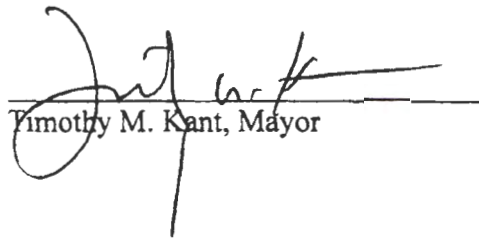
Sharon J. Field
ADA Team Leader
FHWA Office of Civil Rights

cc: Irene Rico, Associate Administrator, FHWA Office of Civil Rights
Mark Bartlett, Division Administrator, FHWA Alabama Division Office
Jeff Shelley, Deputy Division Administrator, FHWA Alabama Division Office
Stephanie James, Civil Rights Specialist, FHWA Alabama Division Office
Maria Thomas, ADA Program Analyst, FHWA Office of Civil Rights
James Esselman, Senior Attorney-Advisor, FHWA Office of Chief Counsel
Yvette Rivera, Associate Director, Equal Employment Opportunity Programs Division
Departmental Office of Civil Rights

RESOLUTION NO. 2469-16

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Timothy M. Kant is hereby authorized to execute a Contract for Professional Engineering Services for the City of Fairhope with Engineering Design Technologies, Inc. to help evaluate the current compliance of the City to the Alabama Disabilities Act (“ADA”) rules, regulations, and laws; RFQ No. PS003-16. The fee schedule is attached to be utilized hourly on an “as needed” basis.

Adopted on this 25th day of January, 2016



Timothy M. Kant, Mayor

Attest:



Lisa A. Hanks, MMC
City Clerk

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 Replace and Repair the Salt Pump Systems and Lights in the Mullet Run Fountain at the Fairhope Museum of History.

[2] After evaluating the Quotes with the required specifications, Classic Pools and Patio Center is now awarded the Replace and Repair the Salt Pump Systems and Lights in the Mullet Run Fountain at the Fairhope Museum of History with a total cost of \$5,626.02 which is unbudgeted.

Adopted on this 11th day of January, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 1/4/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Replace Salt Pump System and lights to the Mullet Run Fountain located at the Museum

Project Location: Museum

Presented to City Council: 1/11/2021

Funding Request Sponsor: Richard Johnson, Public Works Director
Jason Langley, Water & Sewer Superintendent

Resolution # : _____
Approved JAN 5 '21 PM2:00
Changed _____
Rejected _____ *[Signature]*

Project Cash Requirement Requested:
Cost: \$ 5,626.02

Vendor: Classic Pools and Patio Center

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Sewer Gas Tax Cap Projec Impact Health Fed Grant

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

Funding Source: Operating Expenses Budgeted Capital Unfunded

Expense Code: 001270-50475
G/L Acct Name: Capital Improvements

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

Over (Under) budget amount: \$ 5,626.02

Comments: Tilework and replastering will be completed at a later time and will be coordinated through the original fountain artist.

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

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

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

Purchasing Memo Date: 12/31/2020 Purchasing Memo Date: 12/31/2020 Delivered To Date: 1/4/2021

Request Approved Date: 1/4/2021 Request Approved Date: 1/4/2021 Approved Date: _____

Signatures: [Signature] [Signature] [Signature]
Kim Creech Jill Cabaniss, MBA Mayor Sherman Bullington



MEMO

Sherry Sullivan
Mayor

To: Kimberly Creech, Treasurer

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

Date: December 31, 2020

Re: **Requesting greensheet and approval by Council to award unbudgeted repairs to the Mullet Run Fountain located at the Museum**

Council Members:

Kevin G. Boone
Robert A. Brown
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

The Utilities Superintendent, Mayor Sherry Sullivan, is requesting award of work to refurbish and repair the lights and salt pump system in the Mullet Run Fountain at the Museum. Tilework and replastering will be completed at a later time and will be coordinated through the original fountain artist.

Quotes were solicited from local pool companies and three were received. The lowest quote was from Classic Pools and Patio Center in the amount of FIVE THOUSAND SIX HUNDRED TWENTY-SIX DOLLARS AND TWO CENTS (\$5,626.02) and this is an unbudgeted item.

Please place on the next City Council Agenda this request to award the repair of the Mullet Run Fountain to Classic Pools and Patio Center, Inc. of Fairhope, AL, in the amount of \$5,626.02.

CC: file, S. Sullivan, J. Langley, R. Johnson

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

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

CLASSIC POOLS AND PATIO CENTER,
 INC
 251-990-3957
 23902 US HWY 98
 FAIRHOPE, AL 36532

Estimate

Date	Estimate #
12/3/2020	652

Name / Address
FAIRHOPE, CITY OF P.O. DRAWER 429 FAIRHOPE, AL 36533

Project

Description	Qty	Cost	Total
IHP JANDY FLO PRO PUMP	1	662.95	662.95
JANDY TRUCLEAR SALT SYSTEM	1	872.96	872.96
PENTAIR LED SPA LIGHT- COLORED	4	759.79	3,039.16
BALL VALVE FOR AUTO FILL	1	25.00	25.00
HAYWARD CARTRIDGE	1	125.95	125.95
LABOR	1	900.00	900.00
		Total	\$5,626.02

Customer Signature _____



DEEP SOUTH GUNITE POOLS, INC.
4385 HALLS MILL ROAD
MOBILE, AL 36693
251-666-7847
Fax: 251-666-7957

December 31, 2020

Kim Creech
Fairhope, AL

Deep South Gunite Pools Inc is pleased to present the following quote for repairs to the fountain located in Fairhope, AL:

1. Install new lights \$1,800
2. Install new pump \$895
3. install cartridge filter \$950
4. Install salt machine \$2,000

The price to perform the above work is \$5,645.

Payment to be made as follows: 70% upon signature of contract; 30% upon completion of work

Sincerely,

Wayne M Eslava Jr.

Wayne M Eslava, Jr.
President

Approved by: _____ Date: _____

Alabama Pool Works-Fairhope

19267 Greeno Road
Fairhope, AL 36533

<h2>Quote</h2>

Quote ID: 32868
Customer ID: 2938
Employee ID: DRN
Quote Expires: 2/28/2021

City Of Fairhope
Roscoe Safley
555 South Section St
Fairhope, AL 36532

Location:

City of Fairhope Museum
24 N Section St
Fairhope, AL 36532

Qty	Item	Unit Price	Discount	Total
12	COMMERCIAL SERVICE - Commercial Service Replace 4 light fixtures in the fountain, install new cartirdge filter, install new pump, plumb in salt cell system to cover fountain to salt	\$95.00		\$1,140.00
4	640122 - Light, Spa Intellibrite 5g LED 640122 100 feet	\$1,012.38	-\$1,012.40	\$3,037.12
1	CX1200RE - 120SQF STARCLEAR PLUS CARTRIDGE ELEMENT	\$134.13	-\$22.00	\$112.13
1	340039 - Pump, 1.5HP Super Flo 340039 115/230V 60Hz	\$677.15	-\$165.00	\$512.15
1	AQR3 - System, Aquarite Salt Generator w/Turbo Cell, 4yr. Warranty, Hayward AQR3	\$1,306.32	-\$325.00	\$981.32
2	SALT 40 LB AQUASALT - Salt 40 lb Aquasalt	\$8.17	-\$3.27	\$13.07
1	MISC. ITEMS - Misc. Items Misc PVC and wiring	\$100.00		\$100.00
	Shipping			\$250.00

Sub Total	\$6,145.79
Taxes	\$380.47
Total	\$6,526.26

Retail Value \$7,423.46
Extended \$6,145.79
You Save \$1,277.67

Additional Comments

QUOTES TO REPLACE LIGHTS IN MULLET FOUNTAIN THAT IS BEHIND THE MUSEUM AND COVERT TO SALT.

RESOLUTION NO. ____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to execute a contract with Jade Consulting, LLC to perform Topographic Survey Services at Volanta Park for the Recreation Department with a not-to-exceed amount of \$33,925.00.

DULY ADOPTED THIS 11TH DAY OF JANUARY, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Received 1/7/2021
 COF Project No. 1868
Handwritten initials

City of Fairhope
 Project Funding Request

Issuing Date: 1/6/2020

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve Topographic Survey Services at Volanta Park contract with JADE Consulting, LLC

Project Location: Volanta Park

Presented to City Council: 1/11/2021 Resolution #: _____
 Approved _____

Funding Request Sponsor: Pat White, Recreation Director Changed _____
Sherry Sullivan, Mayor Rejected _____

Project Cash Requirement Requested:
 Cost: \$ 33,925.00

Vendor: JADA Consulting, 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 Project
 Impact
 Health
 Fed Grant

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: 103-55930 Grant: \$0.00 Federal - not to exceed amount
 G/L Acct Name: Volanta Park Baseball Project State _____
 City _____
 Local \$0.00

Project Budgeted: \$ 670,000.00 Impact Fees Revenue
 Balance Sheet Item: FY2021 Draft Budget
 Included in projected cash flow \$0.00

Over (Under) budget amount: \$ (636,075.00)

Comments:

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

City Treasurer Purchasing Memo Date: <u>1/6/2021</u> Request Approved Date: <u>1/7/2021</u> Signatures: <i>Kim Creech</i> Kim Creech	Finance Director Purchasing Memo Date: <u>1/6/2021</u> Request Approved Date: <u>1/7/2021</u> Signatures: <i>Jill Cabanis</i> Jill Cabanis, MBA	Mayor Delivered To Date: <u>1/7/2021</u> Approved Date: _____ Signatures: <i>Sherry Sullivan</i> Mayor Sherry Sullivan
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MEMO

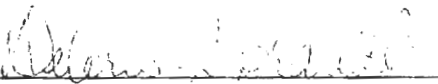
Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

To: Kimberly Creech, Treasurer

From: 
Delores A. Brandt, Purchasing Manager

Date: January 6, 2021

Re: **Council to Approve the negotiated fee and allow Mayor to sign the contract with JADE Consulting, LLC for Topographic Survey Services at Volanta Park.**

The Recreation Director, Pat White, requested the City Council approve the Mayor's selection of **JADE Consulting, LLC, to provide topographical survey services for Volanta Park.** The survey includes project control, do Utility One Calls for site, run 100' topo grid across the property, locate roads, grade breaks and other surface features, sidewalks, light poles, building outlines, pool area outlines, outlines of the extents of the football field and the ballfield, parking lots, select trees, utilities marked pursuant to doing the One Call, and existing drainage systems with structure inverts and pipe sizes, with the extents being to the centerline of Volanta Avenue on the South and the edge of asphalt of Highway 42/98, aka North Greeno Road, on the East. The City Council approved the Mayor's selection for the Engineer at Meeting held on December 23, 2020.

The new consulting services are budgeted in the proposed budget for FY2021 for the Recreation Dept. The not-to-exceed fee has been negotiated at **THIRTY-THREE THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS (\$33,925.00)**

Please place on the next Council Agenda this request to approve the negotiated fee of \$33,925.00, and allow the Mayor to sign the contract with JADE Consulting, LLC.

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

Cc: File, S. Sullivan, P. White

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



JINRIGHT & ASSOCIATES DEVELOPMENT ENGINEERS

January 5, 2021

Mr. Pat White
City of Fairhope
555 South Section Street
Fairhope, AL 36532

VIA EMAIL & MAIL: Pat.white@fairhopeal.gov

RE: Topographic Survey Services:
Volanta City Park
Fairhope, Alabama

Dear Mr. White:

JADE Consulting, LLC is pleased to provide you with this proposal for the professional services requested for the subject property. Please note the proposal is based on the general limits provided to us by the City. A different fee proposal may be required if there are significant modifications to the current layout.

This proposal does not include geotechnical testing, application or permit fees. If requested these items can be furnished at direct cost plus fifteen (15%) percent.

Thank you for the opportunity to provide you with this proposal. Attached are two (2) copies of the proposal. Please execute the proposal by signing, dating, initialing where indicated and returning one (1) copy to me for my files.

Best Regards,

JADE CONSULTING, LLC

Perry C. Jinright, III, P.E.
Manager

\k
Enclosure
21.003

POST OFFICE BOX 1929 • FAIRHOPE, ALABAMA 36533

TELEPHONE (251) 928-3443

WWW.JADENGINEERS.COM

PROFESSIONAL SERVICES AGREEMENT

A. GENERAL DESCRIPTION OF PROJECT LOCATION:

Topographic Survey Services:
Volanta City Park
Fairhope, Alabama

B. GENERAL

This agreement, including attachments are hereinafter noted, made and entered into and between JADE Consulting, LLC and the Client identified herein, provides for the Professional services described under Section C of this Agreement.

Client: City of Fairhope

Contact: Mr. Pat White

Address: 555 South Section Street

City/State/Zip Code: Fairhope, AL 36532

Ph. No.: (251) 990-0151

Email: Pat.white@fairhopeal.gov

C. JADE CONSULTING PROFESSIONAL SERVICES to be provided are identified below:

JADE Consulting, LLC is pleased to provide you with this proposal for the engineering required to develop the site for the subject property. Please note the proposal is based on the general limits provided to us by the City. A different fee proposal may be required if there are significant modifications to the current layout.

Topographic Survey of the Fairhope, AL Site (Volanta)

\$33,925.00



Establish project control, do Utility One Calls for site, run 100' topo grid across the property, locate roads, grade breaks and other surface features, sidewalks, light poles, building outlines, pool area outlines, outlines of the extents of the football field and the ballfield, parking lots, select trees, utilities marked pursuant to doing the One Call, and

existing drainage systems with structure inverts and pipe sizes, with the extents being to the centerline of Volanta Avenue on the South and the edge of asphalt of Highway 42/98, aka North Greeno Road, on the East.

NOTE: AN APPROXIMATE BOUNDARY OF THE ENTIRE PROJECT TO BE PROVIDED, BUT THIS WILL NOT BE A RECORDED BOUNDARY (in order to keep costs down).

D. THE COMPENSATION TO BE PAID JADE CONSULTING, LLC for providing the requested services is identified in Sections "C" & "E" herein. We will also require a mutually agreed upon retainer fee. These monies will be applied toward the final invoice of the project.

E. ADDITIONAL SERVICES (Hourly Basis)

Services requested, but not specifically included in the scope of services, will be considered additional services. Modification to drawings, after approval by the Client, as a result of changes requested by the Client or their other Consultants will be considered additional services and billed at an hourly rate as follows:

Professional Engineer	\$210.00
Engineer I	\$110.00
Graduate Engineer	\$100.00
CADD Designer	\$ 90.00
Engineering Technician	\$ 65.00
Clerical	\$ 65.00
Sub-Consultant	Cost Plus 15%

F. TERMS & CONDITIONS

1. Reimbursable costs include: fees of Professional Subcontractors (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual cost-plus administrative charge of 15 percent and shall be itemized and included in the invoice.
2. JADE Consulting, LLC services under this agreement does not include participation, whatsoever, in any litigation.
3. The Client hereby acknowledges that JADE Consulting, LLC cannot warrant that estimates of probable construction or operating cost provided by JADE Consulting, LLC will not vary from actual costs incurred by the Client.
4. The limit of liability of JADE Consulting, LLC to the Client for any cause or combination of causes resulting from services rendered, shall be, in total amount, limited to the fees paid under this Agreement.
5. If under this Agreement, professional services are provided during the construction phase of the project, JADE Consulting, LLC shall not be responsible for or have control over procedures, techniques, means, methods, or sequences, or for the safety precautions and programs in connection with the Work. Nor shall JADE Consulting, LLC be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for Contractor's failure to comply with applicable laws, ordinances, rules and/or regulations. Under no circumstances will JADE Consulting,

LLC have any direct contractual relationship with the contractor, any subcontractors or materials suppliers.

6. The laws of the State of Alabama shall govern this agreement unless specifically stated otherwise.
7. The Client, at its expense, will provide JADE Consulting, LLC with all required site information, existing plans, reports, studies, project schedules and similar information that are contained in its files. JADE Consulting, LLC may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

The Client shall participate with JADE Consulting, LLC by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow JADE Consulting, LLC to perform the scope of work within established schedules.

8. The Client will hold harmless and indemnify JADE Consulting, LLC for any design changes, construction changes, and/or damages resulting from the use of a topographic survey or other information prepared by others and provided by the Client.
9. JADE Consulting, LLC may subcontract consultants in the performance of any services described in this agreement. JADE Consulting, LLC does not act as General Contractor in any way, or accept responsibility for poor craftsmanship.
10. The above-described compensation for JADE Consulting, LLC does not include the following Cost:
 - a. Photostats/Photocopying/Plotting
 - b. Binding
 - c. Printing/Reprographics
 - d. Photography/Film/Film Processing
 - e. Mylar's and Reproducible
 - f. Federal Express, Courier and/or Delivery Fees
 - g. Mailing/Postage
 - h. Microfilming/Scanning/Digitizing
 - i. Blue Printing, Printing or Binding of Bid Sets
 - j. Mileage @ current Federal rate
 - k. Permits and/or Registration Fees
 - l. Travel Expenses outside of Baldwin County, Alabama, such as airfare and lodging
 - m. Other products and services requested by the Client and not specifically described herein

There will be a 15% Administrative Fee for all reimbursable expenses to compensate for bookkeeping.

11. Either Client or JADE Consulting, LLC may terminate this contract with seven (7) days written notice. Upon termination, Owner will be responsible for payment of all Consultant fees and reimbursables expended through the date of termination.

12. Should the project be stopped or the work prevented or delayed for any reason, including, but not limited to, by reason of force majeure or the act or order of any governmental authority, for more than sixty (60) days, JADE Consulting, LLC reserves the right to charge a Five Hundred Dollar (\$500.00) Restart Fee and renegotiate the Fee Schedule.
13. Invoice Schedule: Billing will be on a service at the end of each month.
14. Terms: Net Thirty (30) days from invoice date. Finance charge of 1.5% per month (18% per annum) will be added to accounts over thirty (30) days past due. Reasonable Attorney's fees will be charged, if necessary, to collect on unpaid invoices. Compensation for all services shall be paid in Fairhope, Baldwin County, Alabama.
15. The forum for any action to construe or enforce this agreement shall be the Baldwin County Circuit Court.
16. This document sets forth all of the terms and conditions agreed by the parties hereto, and supersedes all prior oral or written agreements, representations or warranties not otherwise expressly set forth herein. This agreement may only be amended or modified by a written document executed by all parties.

This agreement is accepted on the later date written below:

JADE CONSULTING, LLC

CITY OF FAIRHOPE

SIGNED: _____

SIGNED: _____

TYPED NAME: Perry C. Jinright, III, P.E.

TYPED NAME: _____

TITLE: Member

TITLE: _____

DATE: 1/5/2021

DATE: _____

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 receive Informal Quotes for Bid No. 001-21 Replaster Pool at Recreation Center.

[2] After evaluating the Informal Quotes with the required specifications, Riviera Pools is now awarded the Replaster Pool at the Recreation Center with a total proposal cost of \$49,480.00.

DULY ADPOTED ON THIS 11TH DAY OF JANUARY, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 1/7/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award informal quotes for Bid No 001-21 Re-plaster pool at Recreation Center to Riveria Pools

Project Location: Recreation Center

Presented to City Council: 1/11/2021

Funding Request Sponsor: Pat White, Recreation Director
Richard Johnson, Public Works Director

Resolution #: YMA
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 49,480.00

Vendor: Riveria Pools

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Sewer Gas Tax Cap Project Impact Health Fed Grant

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 _____

Funding Source: Operating Expenses _____
Budgeted Capital _____
Unfunded _____

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

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

Project Budgeted: \$ 67,750.00 FY2021 Draft Budget
Balance Sheet Item-
Included in projected
cash flow \$0.00

Over (Under) budget amount: \$ (18,270.00)

Comments: _____

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

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

City Treasurer: _____ Finance Director: _____ Mayor: _____

Purchasing Memo Date: 1/7/2021 Purchasing Memo Date: 1/7/2021 Delivered To Date: 1/7/2021

Request Approved Date: 1/7/2021 Request Approved Date: 1/7/2021 Approved Date: _____

Signatures: Kim Creech Jim Gabanista, MBA Mayor Sherry Sullivan



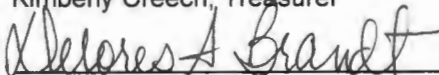
MEMO

Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

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

Date: January 7, 2021

Re: **Requesting greensheet and approval by Council to award budgeted repairs to the pool (proposed FY21 budget) at the Recreation Center after soliciting informal quotes as requested by Council.**

The Parks and Recreation Director, Pat White, is requesting the re-plastering of the pool at the Recreation Center. This project needs to be completed before February 2021, when the swim meet season begins.

This is budgeted in the proposed FY21 budget at approximately \$52,000. Informal quotes were requested by Council after receiving one quote from **Bid 001-21 Re-plaster Pool** at Recreation Center. Quotes were solicited from sixteen (16) companies that offer replastering of commercial pool services (see tabulation) We received 5 responses, **and the Parks and Recreation Director recommends the award be made to Riviera Pools** in the amount of **FORTY-NINE THOUSAND FOUR HUNDRED EIGHTY DOLLARS (\$49,480.00)**.

Please place on the next City Council Agenda this request to award the work for RE-plaster Pool at Recreation Center to Riviera Pools, in the amount of \$49,480.00

CC: file, Pat White, Clint Steadham, Randy Weaver, Richard Johnson

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

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

**City of Fairhope Tabulation
 Quotes for Replaster Main Pool at Rec Center
 Opening: Tuesday, November 24, 2020**

	LUMP SUM PRICE
USA Construction	\$ 182,000.00
Cox Pools	\$ 59,750.00
Blue Haven	\$ 80,010.00
Premier Pools and Spas	NO BID
Alabama Pool Works	no response
Classic Pool and Patio	no response
Kaiser Pools	no response
Malone's Paradise Pools and Spa	no response
Southern Leisure	no response
Wilson's	no response
Deep South Gunite	no response
LA Pools and Spa	no response
Pensacola Pools	no response
Pool Master	no response
ASP Pool Company	no response
Baileys Pools	no response
Riveria Pools	\$49,480.00

RECOMMENDATION: Award bid to Riviera Pools in the quoted amount of \$49,480.00

To the best of my knowledge this is an accurate bid tabulation.

Pat White	<u> / / </u>
Director, Parks and Recreation	Date
<i>Delores A Brandt</i>	<u>11/17/2021</u>
Delores Brandt	Date
Purchasing Manager	

**ITEM IV
BID RESPONSE FORM**

Date: 01/07/2021

**Bid No. 001-21
Re-Plaster of Main Pool at Recreation Center**

4.0 BIDDER'S DECLARATION AND UNDERSTANDING

- 4.0.1 The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the CITY, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.
- 4.0.2 The Bidder further agrees that he has checked and verified the completeness of the Contract Documents and that he has exercised his own judgment regarding the interpretation of subsurface information utilizing all pertinent data in arriving at his conclusions. The Bidder shall be fully responsible for any damages or liability arising out of his or his subcontractors pre-bid investigations.
- 4.0.3 The Bidder understands and agrees that if a Contract is awarded, the CITY may elect to award all schedules under one Contract, lump sum, separately, or in any combination that best serves the interests of the CITY.
- 4.0.4 The Bidder further declares that he has carefully examined the Contract documents for the construction of the Project and has checked and verified the completeness of the Contract Documents; that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved. Bidder further declares that he is fully aware of the fact that the description of the work, quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents. Bidder also declares that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

4.1 START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to **begin work on the date stated in the Notice to Proceed** and to fully complete the work, in all respects, within the time specified in the Contract documents for completion, that being **FORTY-FIVE (45) calendar days**.

4.2 ADDENDA:

The Bidder hereby acknowledges that he has received Addenda # _____, _____, _____, _____, _____.

Bidder shall Insert No. of each Addendum received and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) include(s) all impacts resulting from said addenda.

4.3 BID AMOUNTS

4.3.1 TURNKEY BID:

The OWNER agrees to provide the following materials: **NONE**

This work shall include furnishing all labor, materials, equipment and incidentals for the proper resurfacing (re-plastering) of the main pool located at the Fairhope Recreation Center at 803 North

Greeno Road, Fairhope, Alabama 36532. All work shall be performed by the enclosed drawings, specifications and contract documents enclosed.

3.4 SPECIAL CONDITIONS:

1. Contract time allowed as follows:
 - a. **Forty-Five (45) Calendar Days**
 - b. No typical weather days shall be allowed (work performed in an enclosed space)
2. **5% retainage will be withheld.**
3. **Only three pay requests will be processed:**
 - a. 30 Days (2/3 completion)
 - b. 45 Days (substantial completion)
 - c. Release of retainage (project closeout)

BID RESPONSE

Lump sum for main pool resurfacing (re-plastering)
(Includes all labor materials, equipment and incidentals)

\$ 49,480⁰⁰

IF CORPORATION, PARTNERSHIP, OR JOINT VENTURE

Riviera Pools
Name of Corporation, Partnership, or Joint Venture

AL
State of Incorporation

Company Representative

Brad Tant
Print Name of Representative Authorized to Sign
Contracts for the firm

President
Position or Title

Brad Tant
Signature of Representative Authorized to Sign
Contracts for the firm

John Maroon
Print Name(s) of Others if a Partnership

P.O. Box 995
Address
3757 Gulf Shores Parkway

Gulf Shores, AL 36547
Address
City, State, Zip Code

251-968-3290
Phone Number

Fax Number

RivieraPools@gmail.com
Primary E-mail Address

#39373 SPECIALTY: SWIMMING POOL CONTRACTOR
AL General Contractor License No. (Attach Copy)

AL General Contractor License Major Categories

SWIMMING POOLS
AL General Contractor Specialties

AL Foreign Corporation Entity ID (Required of Out of State Vendors)

NOTARY FOR INDIVIDUAL, PARTNERSHIP, CORPORATION, OR LLC

STATE OF Alabama }
COUNTY OF Baldwin }

I, the undersigned authority in and for said State and County, hereby certify that Brad Tant
Name of Bid Signer
As President respectively of Riviera Pools
Title Company Name

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

Given under my hand and Notary Seal on this 7th day of January, ~~2020~~ 2021
NOTARY PUBLIC [Signature]
MY COMMISSION EXPIRES 5/15/21



EXPERIENCE OF BIDDER:

Unless advised by the awarding authority in the Advertisement for Bids that the same is not required, the Bidder submits the following list of at least three clients for whom projects involving construction of similar projects have been performed within the past 5 years.

1. ONE NORTH RECREATION CENTER (251) 980-1202
Name of Client Telephone Number
31000 HARBOR DR ORANGE BEACH, AL 36561
Street City
BOTH INDOOR AND OUTDOOR SWIMMING POOL (W/RACING LINES)
Facility
REPLASTER Date
N/A 56' x 72' Size
Name of Engineer of Record Telephone Number
Name of Engineering Firm

2. BEACH CLUB (251) 224-2500
Name of Client Telephone Number
925 BEACH CLUB TRAIL GULF SHORES, AL 36542
Street City
OUTDOOR POOL B+C 205' (LINEAR)
Facility Size Date
N/A
Name of Engineer of Record Telephone Number
Name of Engineering Firm

3. CITY OF FOLEY - MAX GRIFFIN POOL (OUTDOOR) (251) 943-7946
Name of Client Telephone Number
RECREATION DEPARTMENT - DAVID THOMPSON FOLEY, AL 36535
Street City
MAX GRIFFIN POOL 356' LINEAR
Facility Size Date
N/A
Name of Engineer of Record Telephone Number
Name of Engineering Firm

PERFORMANCE OF WORK BY CONTRACTOR:

The Bidder shall perform at least 50 percent of the work with his own forces (refer to the INSTRUCTIONS TO BIDDERS).

YES:

SUBCONTRACTORS:

Unless the same information has been provided in the prequalification statement, the Bidder further certifies that if his bid is accepted, the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work: