

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

MONDAY, 10 MAY 2021 – 4:30 P.M. – COUNCIL CHAMBER

1. Officer Presentations – Chief Stephanie Hollinghead
2. Six Month Financial Review – City Treasurer Kim Creech
3. Committee Updates
4. Department Head Updates

**City Council Agenda Meeting - 5:30 p.m.
on Monday, May 10, 2021 – Council Chambers**

Next Regular Meeting – May 24, 2021 - Same Time and Place

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 10 MAY 2021 - 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 26 April 2021 Regular City Council Meeting, minutes of 26 April 2021 Work Session, and minutes of 26 April 2021 Agenda Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. Resolution – That the Mayor is hereby authorized to sign and execute any necessary and appropriate documents so that the City of Fairhope and Fairhope Airport Authority can receive the grant acting for and in behalf of the H. L. “Sonny” Callahan Airport in Fairhope, Alabama so that the CARES Act Grant application, in the amount of \$23,000.00, may be finalized, approved, and accepted in accordance with applicable law and procedures.
6. Resolution – That the public improvements indicated herein for Fairhope Village PUD are hereby accepted for public maintenance; and authorizes Mayor Sherry Sullivan to execute the Maintenance Agreement between the City of Fairhope and the Retreat at Fairhope Village, LLC (the “Subdivider”).
7. Resolution – That the public improvements indicated herein for Fairhope Falls, Phase Three are hereby accepted for public maintenance; and authorizes Mayor Sherry Sullivan to execute the Maintenance Agreement between the City of Fairhope and the 68V Fairhope Falls 2020, LLC (the “Subdivider”).
8. Resolution – That the Electric Department is hereby authorized and directed to dispose of the personal property by selling to TCI of Alabama who has offered the City a top price without the Electric Department having to use manpower or resources. Because of the nature and process of disposing of the power transformers, someone qualified in this procedure should be allowed this task; and to allow TCI of Alabama the opportunity to quote on all substation transformers that will be disposed as each station goes offline.
9. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute the First Amendment to the Lease Agreement as presented between the City of Fairhope and University of South Alabama, a postsecondary institution under the control of the University of South Alabama Board of Trustees, for the leased area 16,000 square foot at 161 N. Section Street, Fairhope, Alabama 36532.
10. Resolution – That the City of Fairhope hereby terminates the contract between the City of Fairhope and Mobile Infirmary Association d/b/a iHealthy Community on September 30, 2021; and authorizes Mayor Sullivan to sign the necessary paperwork no less than 30 days prior to the expiration of the applicable one year term.

11. Resolution – That the City Council approves Amendment No. 1 to the Contract for Professional Survey Services with Goodwin, Mills and Cawood for the Entire Landfill Property (RFQ No. PS015-20). The amendment is to identify more precisely the boundaries between City property and property that belongs to private citizens with a cost not-to-exceed \$8,000.00; and authorize Mayor Sullivan to execute Amendment No. 1.
12. Resolution – That the City of Fairhope has voted to procure Duo Dual Authentication Licenses for the IT Department through Duo Security with a cost of \$5,760.00 based on Code of Alabama 1975, Section 41-16-51(a)11.
13. Resolution – To Award Bid for Metal Building-Fabrication Shop for the Public Works Department (Fleet Maintenance) (Bid No. 019-21) to Kemko, Inc. with a total cost of \$61,116.00.
14. Resolution – That the City of Fairhope has voted to procure One 6 inch High Head Diesel-Trailer Mounted Bypass Pump for the Sewer Department; and the equipment is available for direct procurement through the Sourcewell Purchasing Co-op Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$43,141.00.
15. Resolution – That the City of Fairhope approves the procurement of 24,500 feet pf P.E. 2708 2 IPS Gas Pipe for Inventory for the Gas Department at a total cost of \$26,215.00 pursuant to Code of Alabama 1975, Section 41-16-51(b)(7).
16. Resolution – That the City of Fairhope has voted to purchase a 2022 F250 Super Cab 4x2 Pickup Truck for the Recreation Department; and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid with a cost of \$29,331.00.
17. Resolution – That the City of Fairhope has voted to purchase a 2021 F150 Super Cab 4x2 Pickup Truck for the Meter Department; and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid with a cost of \$25,101.00.
18. Resolution – Authorizing Mayor Sherry Sullivan to inform and submit the Municipal Water Pollution Prevention Program (MWPP) Report for 2020 to the Department of Environmental Management.
19. Resolution – That the City of Fairhope accepts/rejects and approves/disapproves the proposed name of “Alley Cat Lane” or with the alternate name of “Bluff’s Bend” pursuant to the City’s Road Name/Change Petition at the request of Paul and Karen Myrick and others.
20. Public Participation – (3 minutes maximum)
21. Adjourn

**City Council Work Session - 4:30 p.m.
on Monday, May 10, 2021 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.
on Monday, May 10, 2021 – Council Chambers**

Next Regular Meeting – Monday, May 24, 2021 - Same Time and Place

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)

The City Council, City of Fairhope, met in regular session at 6:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 26 April 2021.

Present were Council President Jack Burrell, Councilmembers: Corey Martin, Jimmy Conyers, Jay Robinson, 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 at 6:09 p.m. The invocation was given by Dr. Darren McClellan, Pastor of Fairhope United Methodist Church, and the Pledge of Allegiance was recited.

Council President Burrell stated there was a need to add on an agenda item (s) after Agenda Item Number 24: a that the City Council approves the selection of Sawgrass Consulting, LLC for Professional Consulting Services for new location of Morphy Avenue Substation for the Electric Department (RFQ No. PS023-21), and hereby authorizes Mayor Sherry Sullivan to execute the contract with a not-to-exceed limit of \$33,410.00.

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

Councilmember Robinson moved to approve minutes of the 12 April 2021, regular meeting; minutes of the 12 April 2021, work session; and minutes of the 12 April 2021, agenda meeting. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Lee Parks, CPA (Engagement) and Rick Blanton, CPA (Engagement Senior Manager) with Warren Averitt addressed the City Council and presented the Audit for fiscal year ending September 30, 2020. Mr. Parks thanked the City Council for allowing the firm to handle the audit for the City of Fairhope. He stated the City had an “unmodified opinion” which means the opinion issued by the auditor to the financial statements that they found no material misstatements. (See attached Power Point Presentation) Mr. Parks gave kudos to City Treasurer Kim Creech and Staff Accountant Aislinn Stone for cleaning up the Capital Assets and Grants Receivables and Payables.

Mayor Sullivan addressed the City Council announced the new Horticulturist Supervisor, Jamie Rollins, a 15 year employee; gave an update on the Auburn Study; mentioned the utility tray project began today; and reminded everyone about the Arts & Crafts Festival this weekend.

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The following individuals spoke during Public Participation for Agenda Items:

1. Tennant McWilliams, 154 Gaston, addressed the City Council regarding Agenda Item No. 10: Phase I of the “Working Waterfront and Green Space Project – Municipal Pier and South Beach Park Improvements.” He said Howell Raines could not be here, so he was addressing the Council. He commented this bluff area of the City is irreplaceable; and once changed, it is changed.
2. Chris Knight, 15 N. Bayview, addressed the City Council regarding Agenda Item No. 10: Phase I of the “Working Waterfront and Green Space Project – Municipal Pier and South Beach Park Improvements.” He applauded Mayor Sullivan for the significant improvement than the last one. Mr. Knight said the scope of work could be reduced. He said Utopia Park needs no improvement; and this project needs more greenspace and less sidewalks. Mr. Knight said all public works projects need peer review.
3. Chuck Zunk, 59 White Avenue, addressed the City Council regarding Agenda Item No. 10: Phase I of the “Working Waterfront and Green Space Project – Municipal Pier and South Beach Park Improvements.” Mr. Zunk applauded the latest revision, but was concerned with too many unanswered questions. He suggested that this be tabled; and to adopt a resolution to seek an independent review for ADA compliance.

Council President Burrell commented we will seek an independent review of ADA compliance.

Councilmember Martin thanked Lori Dubose for allowing him to be on the radio this morning.

Councilmember Conyers thanked the Arts & Crafts Committee; and reminded everyone about the Eastern Shore Repertory Theatre and their production of the Wizard of Oz.

Councilmember Boone commented that the staircase is neat that the Junior City Council completed.

Council President Burrell thanked everyone involved in the Arts & Crafts Festival; and thanked everyone that sent comments for the “Bluff Project.”

Councilmember Boone moved for final adoption of Ordinance No. 1708, an ordinance to amend Zoning Ordinance No. 1253 request to amend Ordinance No. 1664 known as the Klumpp PUD. The property of Gayfer Village Partners, Inc. is generally located on the west side of State Highway 181 between Gayfer Road and Fairhope Avenue, Fairhope, Alabama. PPIN Numbers 24160, 236701, and 316793; parcel containing 75.93 acres, more or less. Introduced at the April 12, 2021 City Council Meeting) The motion was seconded by Councilmember Conyers. Planning and Zoning Manager Hunter Simmons explained that the units group like components. This was approved by the Planning Commission subject to conditions.

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Councilmember Martin questioned pervious parking and drainage. Council President Burrell said this is less dense than the original. He said that large area undefined and he wished we could put our foot down. Councilmember Conyers stated this is not defined but we will have more scrutiny during site plan review. After further discussion, motion for final adoption passed by the following voice votes: AYE – Burrell, Martin, Conyers, Robinson, and Boone. NAY – None..

Councilmember Conyers introduced in writing Ordinance No. 1709, an ordinance granting Telepak Networks, Inc. and its Affiliates d/b/a C Spire the right to use the right to use the Rights-Of-Way within the City of Fairhope, Alabama to provide Telecommunications Services and Video Services to the citizens of the City under the terms and conditions of a Construction, Right-of-Way Use & Franchise Agreement pursuant to Agreement stated in Ordinance. In order to take immediate action, Councilmember Conyers moved for immediate consideration. Seconded by Councilmember Martin, motion for immediate consideration passed unanimously by the following voice votes: AYE – Burrell, Martin, Conyers, Robinson, and Boone. NAY - None. Councilmember Boone then moved for final adoption of Ordinance No. 1709. Seconded by Councilmember Robinson, motion for final adoption passed by the following voice votes: AYE – Burrell, Martin, Conyers, Robinson, and Boone. NAY - None.

Councilmember Boone introduced in writing Ordinance No. 1710, an ordinance granting a Non-Exclusive Authorization to Point Broadband Fiber Holding, LLC for the purpose of Construction and Maintaining a Fiber-Optic Transmission Line within Certain Public Rights-Of-Way within the City of Fairhope, Alabama for the Provision on Broadband Services pursuant to Agreement stated in Ordinance. In order to take immediate action, Councilmember Conyers moved for immediate consideration. Seconded by Councilmember Boone, motion for immediate consideration passed unanimously by the following voice votes: AYE – Burrell, Martin, Conyers, Robinson, and Boone. NAY - None. Councilmember Boone then moved for final adoption of Ordinance No. 1710. Seconded by Councilmember Conyers, motion for final adoption passed by the following voice votes: AYE – Burrell, Martin, Conyers, Robinson, and Boone. NAY - None.

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

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RESOLUTION NO. 4062-21

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

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

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

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

[SEE ATTACHED LIST OF EQUIPMENT]

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

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

ADOPTED AND APPROVED THIS 26TH DAY OF APRIL, 2021

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

26 April 2021

FOURTH QUARTER SURPLUS LIST				
RECOMMENDED DISPOSITION	DESCRIPTION	MILEAGE	YEAR	VIN NUMBER
GOV DEAL	FORD CROWN VIC		2009	2FAH1P71V89X143360
GOV DEAL	FORD CROWN VIC		2007	2FAPF71W67X134485
GOV DEAL	FORD CROWN VIC		2008	2FAPF71W76X165531
GOV DEAL	FORD CROWN VIC		2008	2FAPF71V96X161566
GOV DEAL	KUBOTA F SERIES F2690		2015	10526/12559
GOV DEAL	FORD F150		2010	1FTTEX1CW4FA20564
GOV DEAL	SCAG TIGER CUB MOWER		2004	9280178
GOV DEAL	WACKY PACKER TAMPER			
GOV DEAL	BILLY GOAT BLOWER			
GOV DEAL	JD TRACTOR 2540 W/BOX BLADE			702B40A701867
GOV DEAL	3 IPT 3D4KH PUMPS			
GOV DEAL	FORD F450		1998	1FDXF46F3XE74307
GOV DEAL	TRAILER DUAL AXLE			DC T612
GOV DEAL	TRAILER SINGLE AXLE			HOMEMADE
GOV DEAL	JD 855 TRACTOR		1998	LVO855A
GOV DEAL	LIGHTS/TANK BRACKETS			
GOV DEAL	2 OVAL CROWN VIC LIGHT BARS			
GOV DEAL	1 CROWN VIC CONSOLE WARM REST-LIGHT, 3 CIGARETTE LIGHTER ATTACHMENT			
GOV DEAL	1 SIGNAL INTERIOR LIGHT BAR DL HV-6CV-88			
GOV DEAL	2 KENWOOD SPEAKERS			
GOV DEAL	2 KENWOOD RADIOS			
GOV DEAL	3 RAM CONSOLE LAPTOP BASES			
GOV DEAL	4 RAM COMPUTER STAND TRAYS			
GOV DEAL	13 TASER HOLSTERS			
GOV DEAL	3 KENWOOD BASE CHARGERS			
GOV DEAL	5 KENWOOD LAPEL MICS			
GOV DEAL	1 FEDERAL SIGNAL PA SYSTEMS			
GOV DEAL	2 SOUND OFF SIGNAL STROBE POWER SUPPLIES			
GOV DEAL	1 FEDERAL INTERFACE MODULE			
GOV DEAL	1 FEDERAL SIGNAL MASTER			
GOV DEAL	1 SPEAKER MOUNTING BRACKET			
GOV DEAL	1 FEDERAL SIGNAL INTERCEPTOR 400 LIGHT SWITCH			
GOV DEAL	2 DIGITAL ALLY CROWN VIC MIRRORS			
GOV DEAL	1 AADG3 BATTERY			
GOV DEAL	7 RADIO ANTENNAS			
GOV DEAL	2 FEDERAL SIGNAL PA MICS			
GOV DEAL	1 SHD-ME ACCESSORY PLUG			
GOV DEAL	1 RADAR ENFORCED G-FORCE SENSOR			
GOV DEAL	1 DIGITAL ALLY MIC			
GOV DEAL	1 PROVISION CAMERA			1309LE3NC062
GOV DEAL	1 PROVISION SOLID STATE DVR DRIVE			
GOV DEAL	1 PROVISION REMOTE			
GOV DEAL	1 PROVISION CAMERA			1310ZD77NC032
GOV DEAL	1 DIGITAL ALLY CAMERA			
GOV DEAL	1 POWER CONDITIONING MODULE			
GOV DEAL	3 PROVISION CAMERAS			1301R6VM172
GOV DEAL	1 PROVISION BODY MIC			
GOV DEAL	1 TOUCH MASTER DELTA SIGHT AND SIREN CONTROL PACK			
GOV DEAL	1 SHD-ME 30-2104 SIREN MODULE			
GOV DEAL	1 PROVISION DVR HOLDER			
GOV DEAL	1 DIGITAL PATROL CAMERA			
GOV DEAL	1 DIGITAL PATROL MIC HOLDER			
GOV DEAL	1 KENWOOD BATTERY			
GOV DEAL	4 VEHICLE LIGHTS			
GOV DEAL	1 CROWN VIC MOUNTING BRACKET			
GOV DEAL	1 POWER SUPPLY			
GOV DEAL	1 SETINA-DAMAGED		2015	
GOV DEAL	1 CROWN VIC CONSOLE TRACK			
GOV DEAL	1 SUSTERN MOBILE FORENSIC KIT			
GOV DEAL	2 BLACKHAWK BASKET WEAVE HOLDERS			
GOV DEAL	2 BLACKHAWK HOLSTER ATTACHMENTS			
GOV DEAL	1 STREAM LIGHT FLASHLIGHT			
GOV DEAL	1 BIANCHI HOLSTER			
GOV DEAL	5 COLMAN DIGITAL CAMERAS			
GOV DEAL	2 KODAK DIGITAL CAMERS			
GOV DEAL	1 NIKON DIGITAL CAMERS			
GOV DEAL	21 GARMIN ETREX LEGEND HCK GPS			
GOV DEAL	1 LANG MFG. FLAT TOP GRILL MIN. LG-36 S/N. D-40053		1994	
GOV DEAL	2 PHILLIPS AED HEARTSTART			

26 April 2021

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the proposed scope of work and authorizes continuing work on the related engineering for Phase I of the “Working Waterfront and Green Space Project – Fairhope Municipal Pier and South Beach Park Improvements,” the City of Fairhope’s subaward grant from the Alabama Department of Conservation and Natural Resources (ADCNR) as part of the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act (RESTORE Act). The motion was seconded by Councilmember Robinson.

Council President Burrell said the plan was presented, public comments, citizens opposed changes, changes were made, objections for ADA ramp, and location of bathroom. He said the City’s position must have ADA compliant ramp. He suggested removing ramp for now and hiring an independent contractor to review if ADA compliant is needed or not. Mayor Sullivan suggested contingent upon a third party expert to review for ADA compliance. City Attorney McDowell said the whole project is subject to ADA compliance. City Clerk Lisa Hanks read the amended language regarding subject to contingent upon the opinion of third party expert for ADA compliance and all pedestrian improvements.

Councilmember Conyers amended his motion to be contingent upon the opinion of third party expert for ADA compliance and all pedestrian improvements. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 4063-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the proposed scope of work and authorizes continuing work on the related engineering for Phase I of the “Working Waterfront and Green Space Project – Fairhope Municipal Pier and South Beach Park Improvements,” the City of Fairhope’s subaward grant from the Alabama Department of Conservation and Natural Resources (ADCNR) as part of the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act (RESTORE Act) contingent upon the opinion of Third Party Expert for ADA Compliance and all Pedestrian Improvements.

DULY ADOPTED THIS 26TH DAY OF APRIL, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

26 April 2021

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby approves and authorizes the Osprey Platform Project and its proposed location at Fairhope Docks as recommended at the April 12, 2021 City Council Work Session by Code Enforcement Officer Kim Burmeister and Mayor Sherry Sullivan. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 4064-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby approves and authorizes the Osprey Platform Project and its proposed location at Fairhope Docks as recommended at the April 12, 2021 City Council Work Session by Code Enforcement Officer Kim Burmeister and Mayor Sherry Sullivan.

DULY ADOPTED THIS 26TH DAY OF APRIL, 2021

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 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 Conyers, motion passed unanimously by voice vote.

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26 April 2021

RESOLUTION NUMBER 4065-21

AWARDING THE RFQ PS007-20 GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES CONTRACT FOR THE ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES GRANT #S1P17-FACP (RESTORE ACT- FAIRHOPE AREA COMMUNITY-BASED COMPREHENSIVE LAND USE PLAN)

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

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 26TH DAY OF APRIL, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

26 April 2021

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the selection of J & M Displays for Professional Show Design and Fireworks for the Fourth of July 2021 Event pursuant to Code of Alabama, "Pyrotechnic Shooter Law", for the Community Affairs Department with a total cost of \$32,000.00; and authorizes Mayor Sherry Sullivan to execute the Contract. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4066-21

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

[1] That the City of Fairhope approves the selection of J & M Displays for Professional Show Design and Fireworks for the Fourth of July 2021 Event pursuant to Code of Alabama, "Pyrotechnic Shooter Law", for the Community Affairs Department with a total cost of \$32,000.00; and authorizes Mayor Sherry Sullivan to execute the Contract.

Adopted on this 26th day of April, 2021

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 Grants Management, LLC for Professional Consulting Services for Grants and Grant Management for RFQ No. PS021-21; and hereby authorizes Mayor Sherry Sullivan to execute a Contract of up to \$2,000.00 per month with a not to exceed \$24,000.00 annually. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

26 April 2021

RESOLUTION NO. 4067-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of Grants Management, LLC for Professional Consulting Services for Grants and Grant Management for RFQ No. PS021-21; and hereby authorizes Mayor Sherry Sullivan to execute a Contract of up to \$2,000.00 per month with a not to exceed \$24,000.00 annually.

DULY ADOPTED THIS 26TH DAY OF APRIL, 2021

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 of Fairhope has voted to procure One 57kW Natural Gas Generator and One 100kW Natural Gas Generator for Lift Stations for the Sewer Department; and the equipment is available for direct procurement through the Sourcewell Purchasing Co-op Contract which has been nationally bid; and therefore, does not have to be let out for bid. The total estimated combined cost will be \$53,171.00. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 4068-21

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 One 57kW Natural Gas Generator and One 100kW Natural Gas Generator for Lift Stations for the Sewer Department; and the equipment is available for direct procurement through the Sourcewell Purchasing Co-op Contract which has been nationally bid; and therefore, does not have to be let out for bid. The total estimated combined cost will be \$53,171.00.

Adopted on this 26th day of April, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

26 April 2021

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to procure One VacTron Vacuum Excavation System plus options including delivery for the Gas Department; and the equipment is available for direct procurement through the Sourcewell Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$74,954.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 4069-21

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 One VacTron Vacuum Excavation System plus options including delivery for the Gas Department; and the equipment is available for direct procurement through the Sourcewell Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$74,954.00.

Adopted on this 26th day of April, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement of Renourishment Beach Sand for Magnolia Beach that was lost in Hurricane Sally (FEMA4563) for the Public Works Department. A request for quotes was sent to contractors as well as multiple state agencies for MBE and DBE consideration, was posted on the City website, and in the Public Utilities Building Lobby. The City received three responses; and awards the project to Sand & Clay, Inc. for an estimated 1,500 Dry Tons of Sand in the amount of \$17,775.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

26 April 2021

RESOLUTION NO. 4070-21

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

[1] That the City of Fairhope approves the procurement of Renourishment Beach Sand for Magnolia Beach that was lost in Hurricane Sally (FEMA4563) for the Public Works Department. A request for quotes was sent to contractors as well as multiple state agencies for MBE and DBE consideration, was posted on the City website, and in the Public Utilities Building Lobby. The City received three responses; and awards the project to Sand & Clay, Inc. for an estimated 1,500 Dry Tons of Sand in the amount of \$17,775.00.

DULY ADPOTED ON THIS 26TH DAY OF APRIL, 2021

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 of Fairhope has voted to procure approximately 360 Tons of a Blend of Class II/III Riprap for the emergency repair of 225 linear feet of Bulkhead due to erosion at South Beach on Fairhope's Waterfront for the Public Works Department; and the material is available for direct procurement through the South Alabama Purchasing Association ("SAPA") which has been nationally bid; and therefore, does not have to be let out for bid. The total not to exceed cost is \$21,240.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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26 April 2021

RESOLUTION NO. 4071-21

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 approximately 360 Tons of a Blend of Class II/III Riprap for the emergency repair of 225 linear feet of Bulkhead due to erosion at South Beach on Fairhope’s Waterfront for the Public Works Department; and the material is available for direct procurement through the South Alabama Purchasing Association (“SAPA”) which has been nationally bid ; and therefore, does not have to be let out for bid. The total not to exceed cost is \$21,240.00.

Adopted on this 26th day of April, 2021

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 hereby Rejects Bid No. 005-21 for Fairhope Docks Bulkhead Repairs – FEMA 4563 damaged by Hurricane Sally for the Public Works Department; and authorizes Staff to rebid due to not receiving any quotes. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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26 April 2021

RESOLUTION NO. 4072-21

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 Fairhope Docks Bulkhead Repairs – FEMA 4563 damaged by Hurricane Sally for the Public Works Department (Bid Number 005-21) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] Bid No. 015-21 was sent to 301 vendors and was viewed by 37.21% (112) as well as multiple State agencies for MBE and DEB consideration. The City did not receive any quotes.

[3] Due to not receiving any quotes, the recommendation is to Reject Bid No. 005-21 for Fairhope Docks Bulkhead Repairs – FEMA 4563 damaged by Hurricane Sally for the Public Works Department; and authorize Staff to rebid.

Adopted on this 26th day of April, 2021

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 and adopts the recommendations for the Treasury Department Restructuring and Reclassification as follows: Reclassify City Accountant from Grade (25S) to Staff Accountant (Grade 24S); and will report to the Senior Accountant; and that the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to Delete the Assistant Finance Director position; and the Job Description and Grade of Pay for same. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

26 April 2021

RESOLUTION NO. 4073-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves and adopts the recommendations for the Treasury Department Restructuring and Reclassification as follows:

- 1) Reclassify City Accountant from Grade (25S) to Staff Accountant (Grade 24S); and will report to the Senior Accountant; and
- 2) That the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to Delete the Assistant Finance Director position; and the Job Description and Grade of Pay for same.

ADOPTED THIS 26TH DAY OF APRIL, 2021

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 hereby strongly opposes the proposed Urban Area Designation Criteria and urges the U.S. Census Bureau to reject the proposal. The motion was seconded by Councilmember Conyers. City Council discussed the need for the Mayor to sign a letter for the U. S. Census Bureau in opposition.

Councilmember Martin moved to amend the resolution for the Mayor to sign a letter for the U. S. Census Bureau in opposition. Seconded by Councilmember Conyers motion passed unanimously by voice vote.

*

*

26 April 2021

RESOLUTION NO. 4074-21

WHEREAS, the City of Fairhope is a member of the Eastern Shore Metropolitan Planning Organization (MPO), and

WHEREAS, the MPO was formed in 2012 to assist with transportation planning in the defined urbanized area in Baldwin County which includes the City of Spanish Fort, the City of Fairhope, the City of Daphne, the Town of Loxley, and the unincorporated areas of Baldwin County; and

WHEREAS, the MPO receives federal funding to plan and implement road and bridge projects, public transit, bicycles and pedestrians, freight, and other modes of transportation to accommodate the area's growth; and

WHEREAS, the U.S. Census Bureau has proposed changes to the Urban Area Designation Criteria for 2020 Census; and

WHEREAS, the following proposed changes could potentially impact the Eastern Shore MPO:

- Housing unit density equal to 1,000 persons/square mile threshold,
- Qualify urban areas based on a minimum threshold of 4,000 housing units or 10,000 persons instead of a minimum threshold of 2,500 persons,
- Maximum distances of jumps,
- No longer distinguishing between types of urban areas,
- No longer include the low density hop or jump "corridor" in the urban area,
- No longer include low-density territory located within indentations formed during the urban area delineation process, and

WHEREAS, the proposed changes listed above raise serious concerns with significantly reducing or possibly eliminating the Eastern Shore as an urbanized area; now

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope hereby strongly opposes the proposed Urban Area Designation Criteria and urges the U.S. Census Bureau to reject the proposal; and authorizes Mayor Sherry Sullivan to send a letter to the U. S. Census Bureau.

Adopted and Approved on the 26th day of April, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

26 April 2021

Councilmember Boone moved to appoint Robert Barry to fill the unexpired term for Bob Riggs to the Harbor Board which will expire October 2021. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

Councilmember Conyers moved to reappoint Beth Fugard, Ginger Milligan, and Randy Williams to the Parking Authority for a three year term which will expire March 2024. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Councilmember Boone moved to reappoint Diane Thomas to the Personnel Board for a five year term which will expire December 2025. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of Sawgrass Consulting, LLC for Professional Consulting Services for new location of Morphy Avenue Substation for the Electric Department (RFQ No. PS023-21), and hereby authorizes Mayor Sherry Sullivan to execute the contract with a not-to-exceed limit of \$33,410.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote subject to approval of the City Attorney.

RESOLUTION NO. 4075-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of Sawgrass Consulting, LLC for Professional Consulting Services for new location of Morphy Avenue Substation for the Electric Department (RFQ No. PS023-21), and hereby authorizes Mayor Sherry Sullivan to execute the contract with a not-to-exceed limit of \$33,410.00 subject to approval of the City Attorney.

DULY ADOPTED THIS 26TH DAY OF APRIL, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

26 April 2021

Mayor Sullivan announced to the City Council that Assistant Public Works Director Arthur Bosarge, after 26 years of service with the City, is retiring and his retirement ceremony would be Wednesday at 7:30 a.m.

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

There being no further business to come before the City Council, the meeting was duly adjourned at 7:56 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

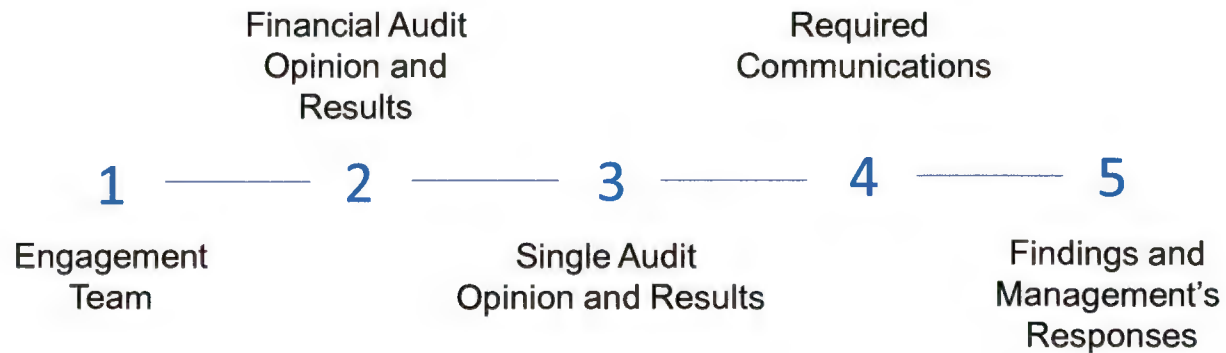


CITY OF FAIRHOPE

City Council Meeting
April 26, 2021



Agenda



Engagement Team



Lee Parks, CPA
Engagement Member



Jennifer Williams, CPA
Single Audit Senior
Manager



Rick Blanton, CPA
Engagement Senior
Manager



**Scott Pruitt, CCPSE,
CISA**
Information Technology
Senior Manager



Priya Pirani
Engagement Associate



Jack Rowell, CPA
Engagement Quality
Control Member

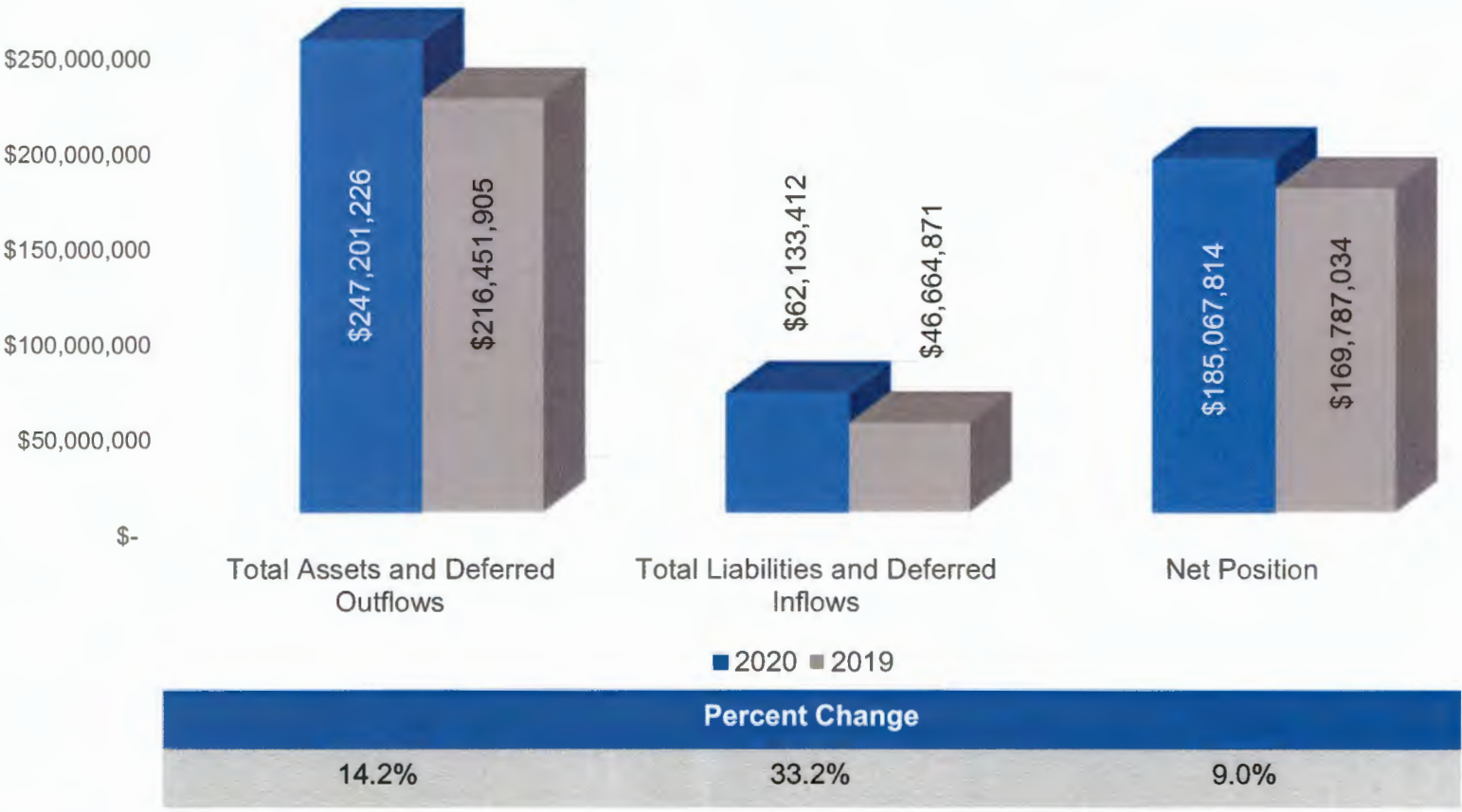
Financial Audit Opinion and Results

Independent Auditors' Report:

Unmodified Opinion – Report dated March 5, 2021

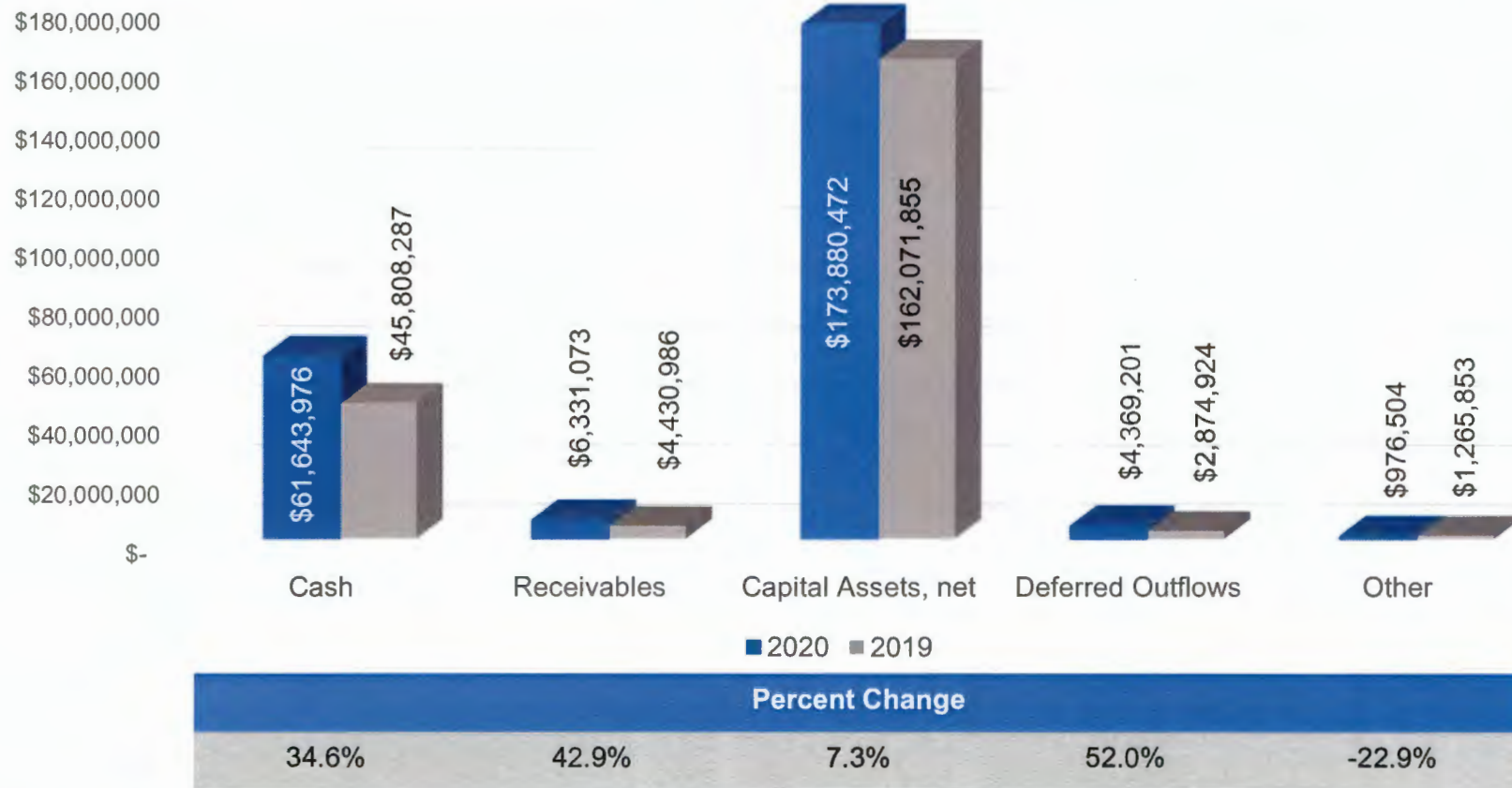
In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of the City as of September 30, 2020, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Government-Wide Statement of Net Position Comparison



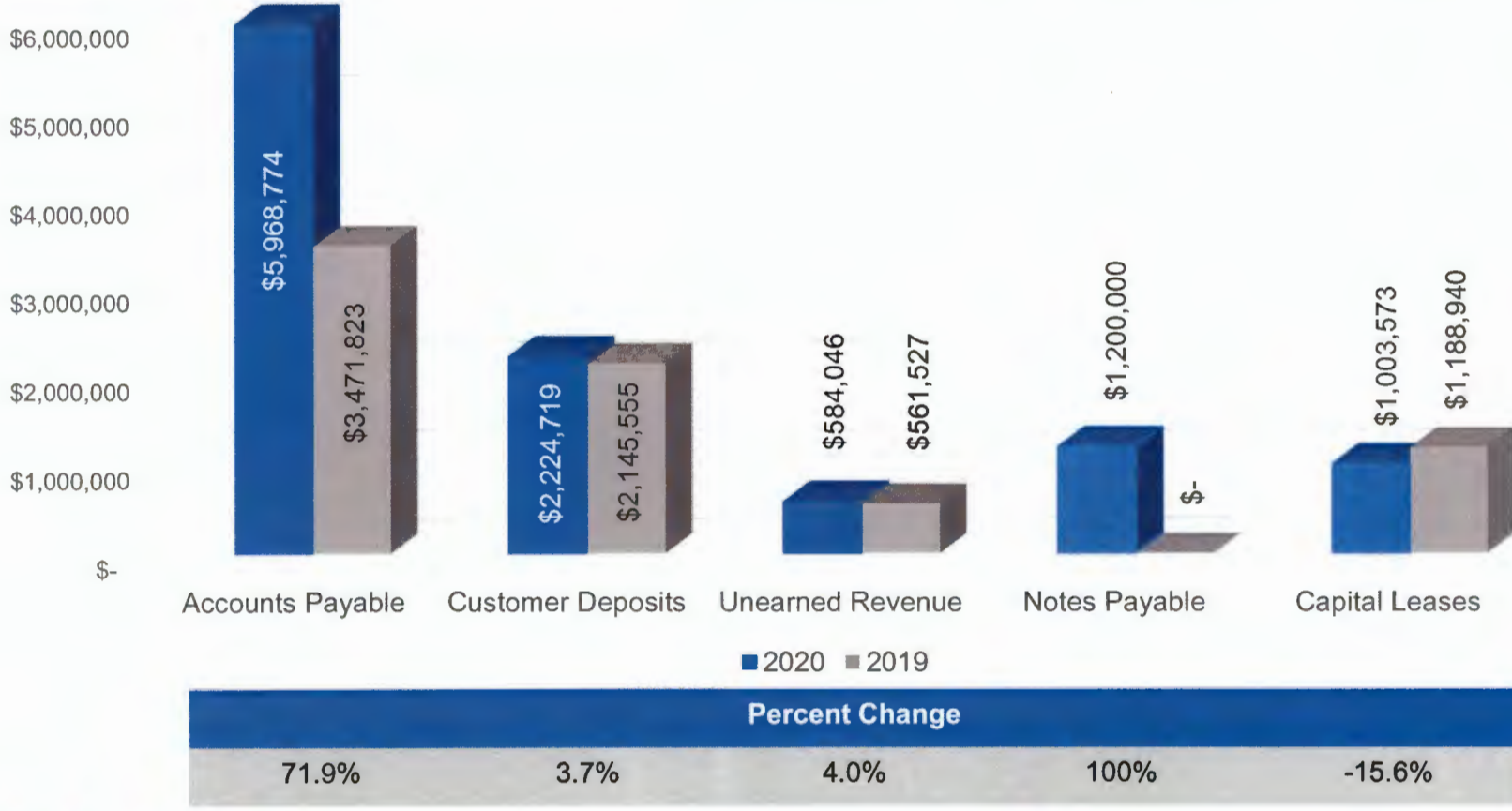
Government-Wide Statement of Net Position Comparison

Total Assets and Deferred Outflows



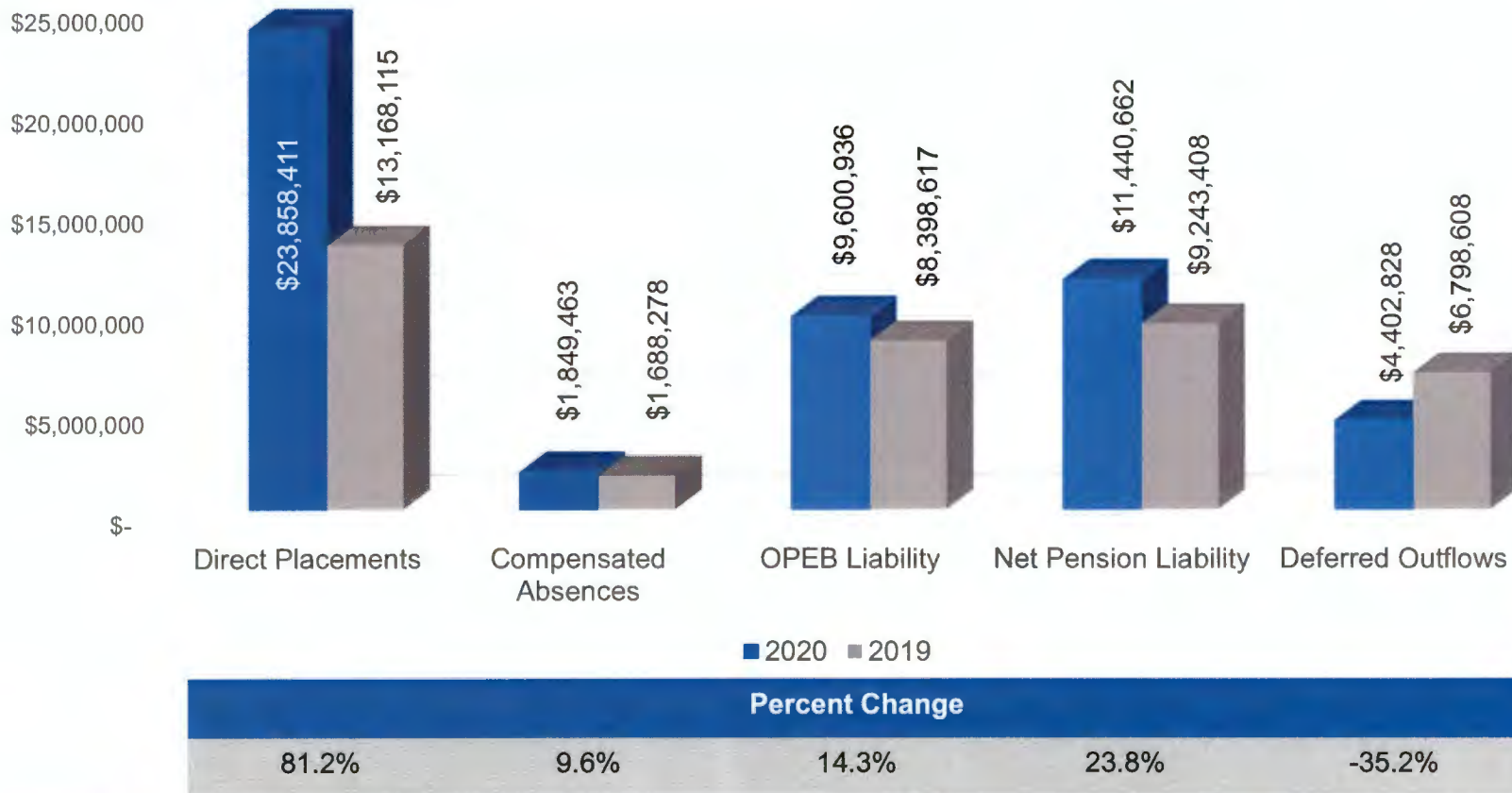
Government-Wide Statement of Net Position Comparison

Total Liabilities and Deferred Inflows



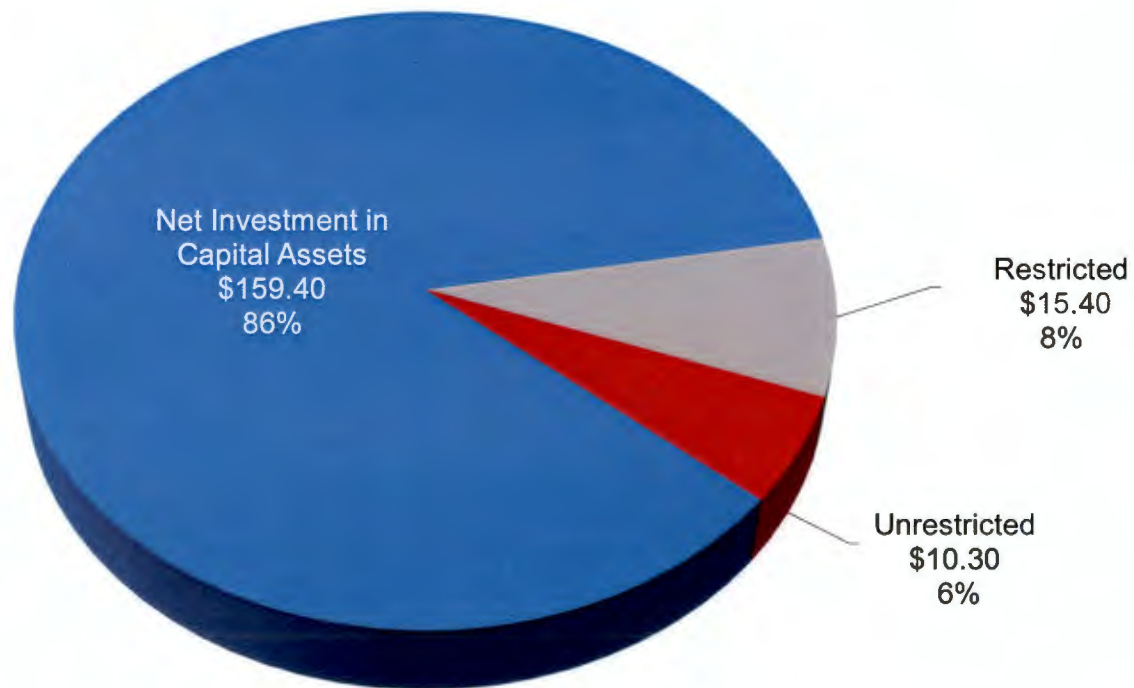
Government-Wide Statement of Net Position Comparison

Total Liabilities and Deferred Inflows (Continued)

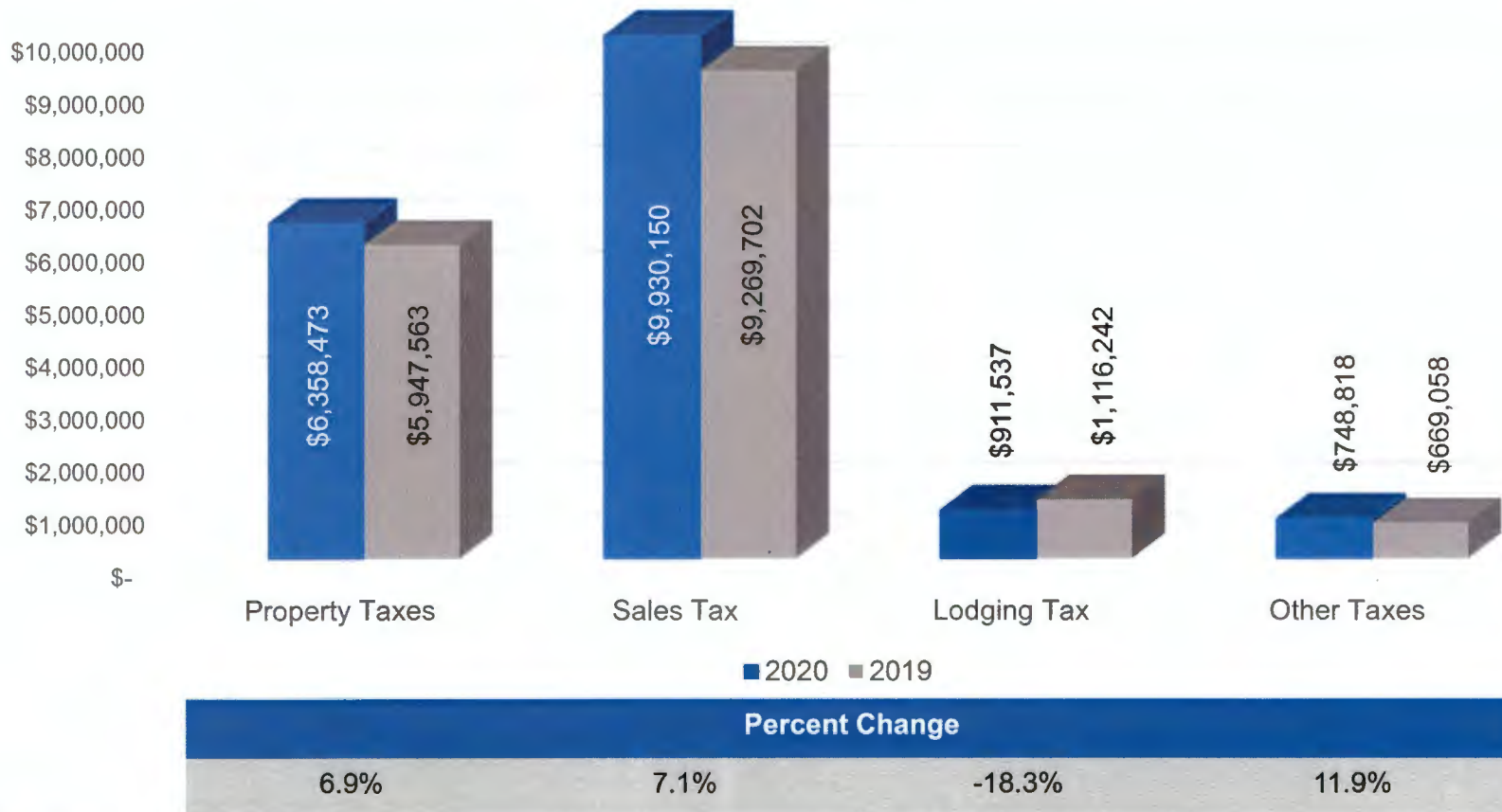


Government-Wide Statement of Net Position

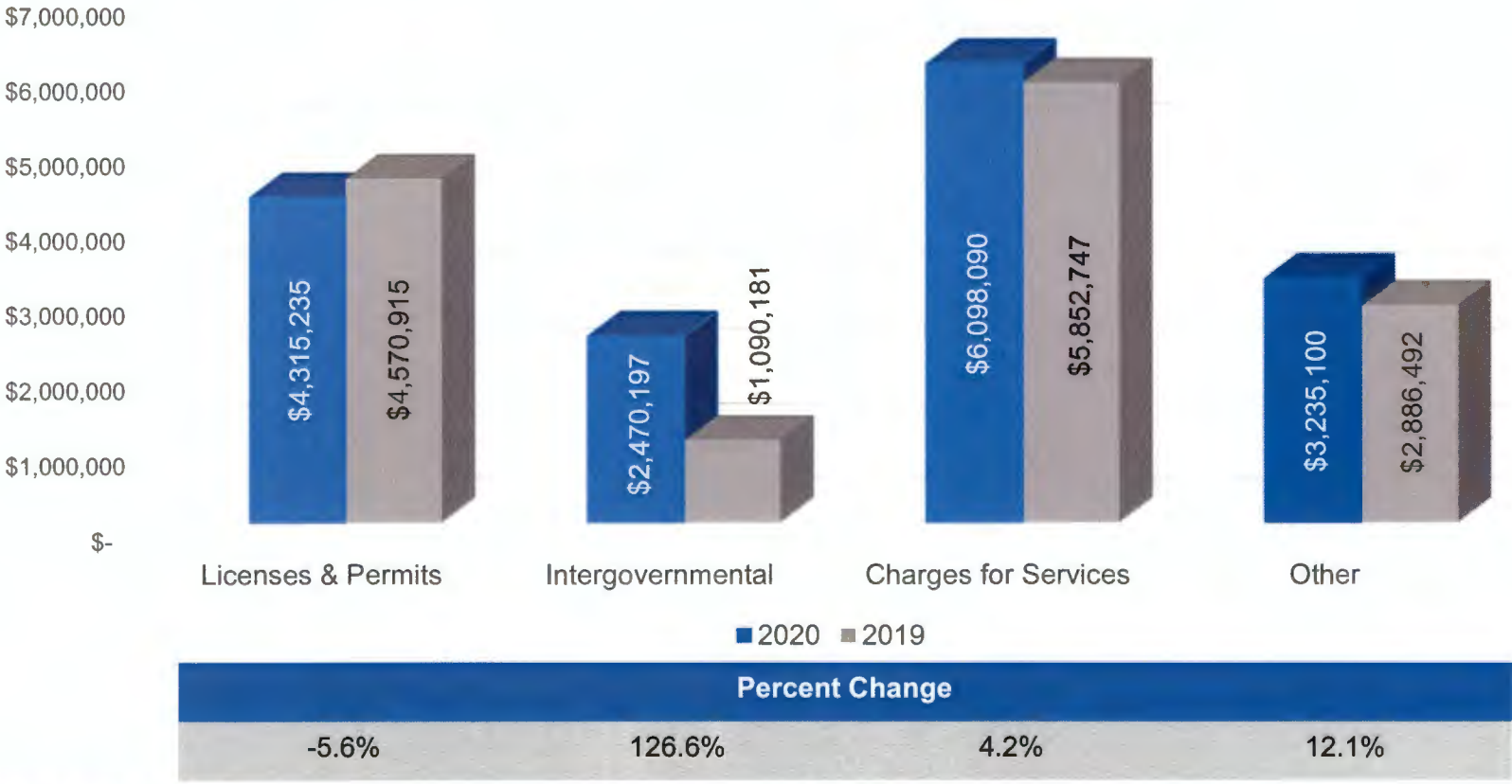
Net Position (\$ Millions)



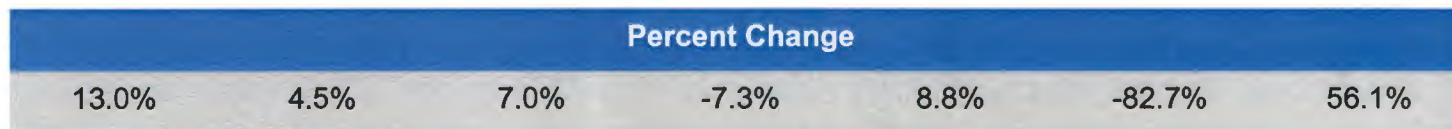
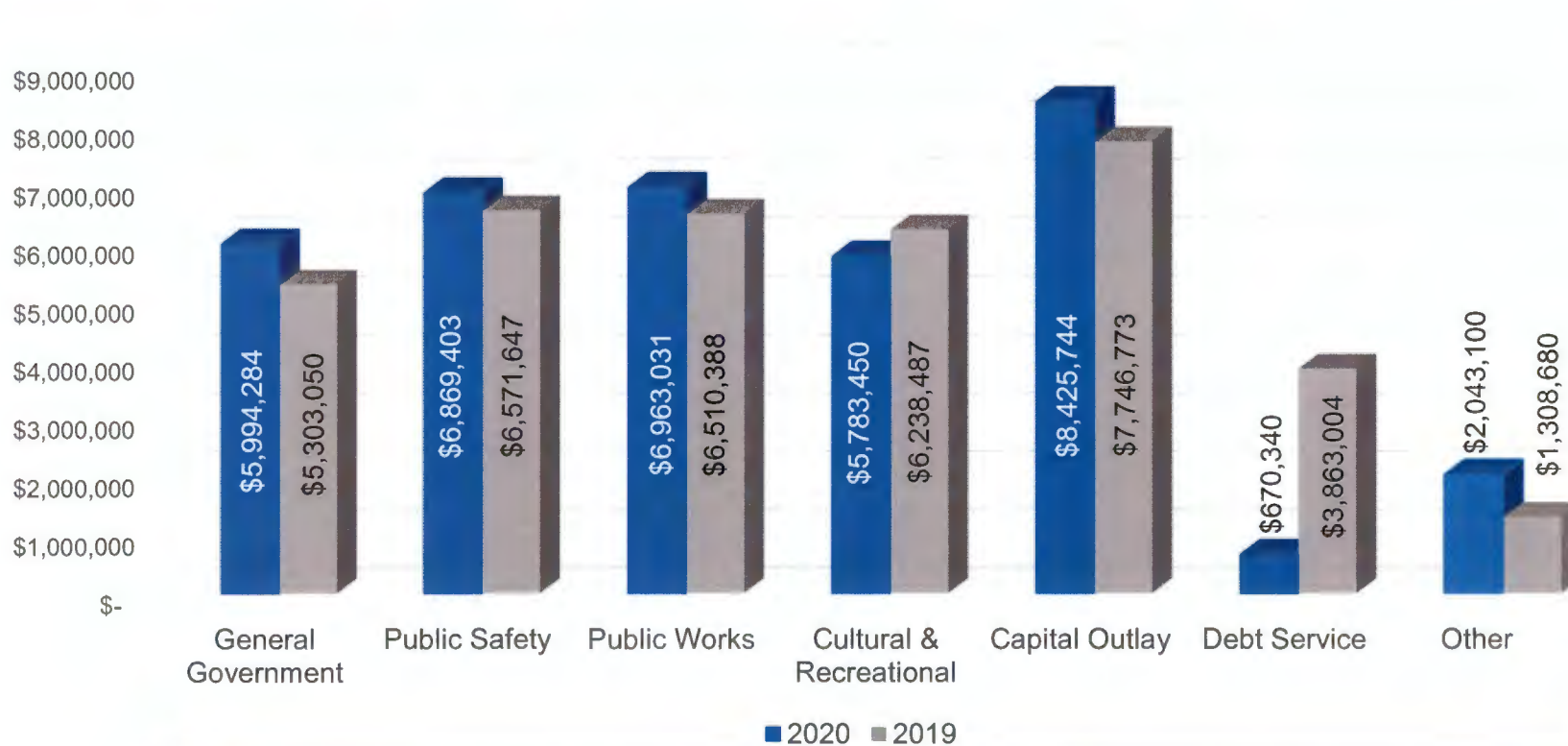
Governmental Funds – Revenue Comparison



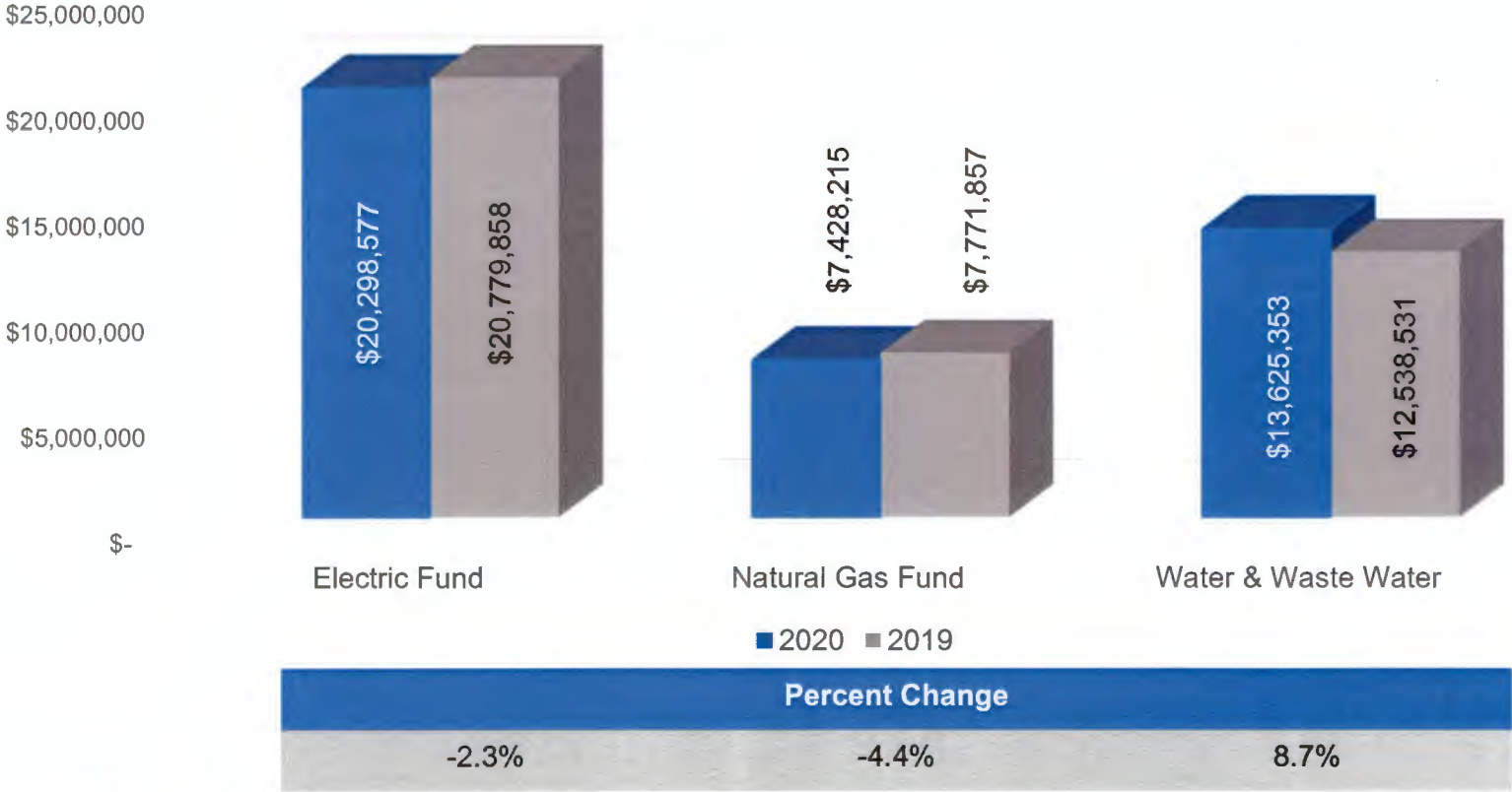
Governmental Funds – Revenue Comparison (Continued)



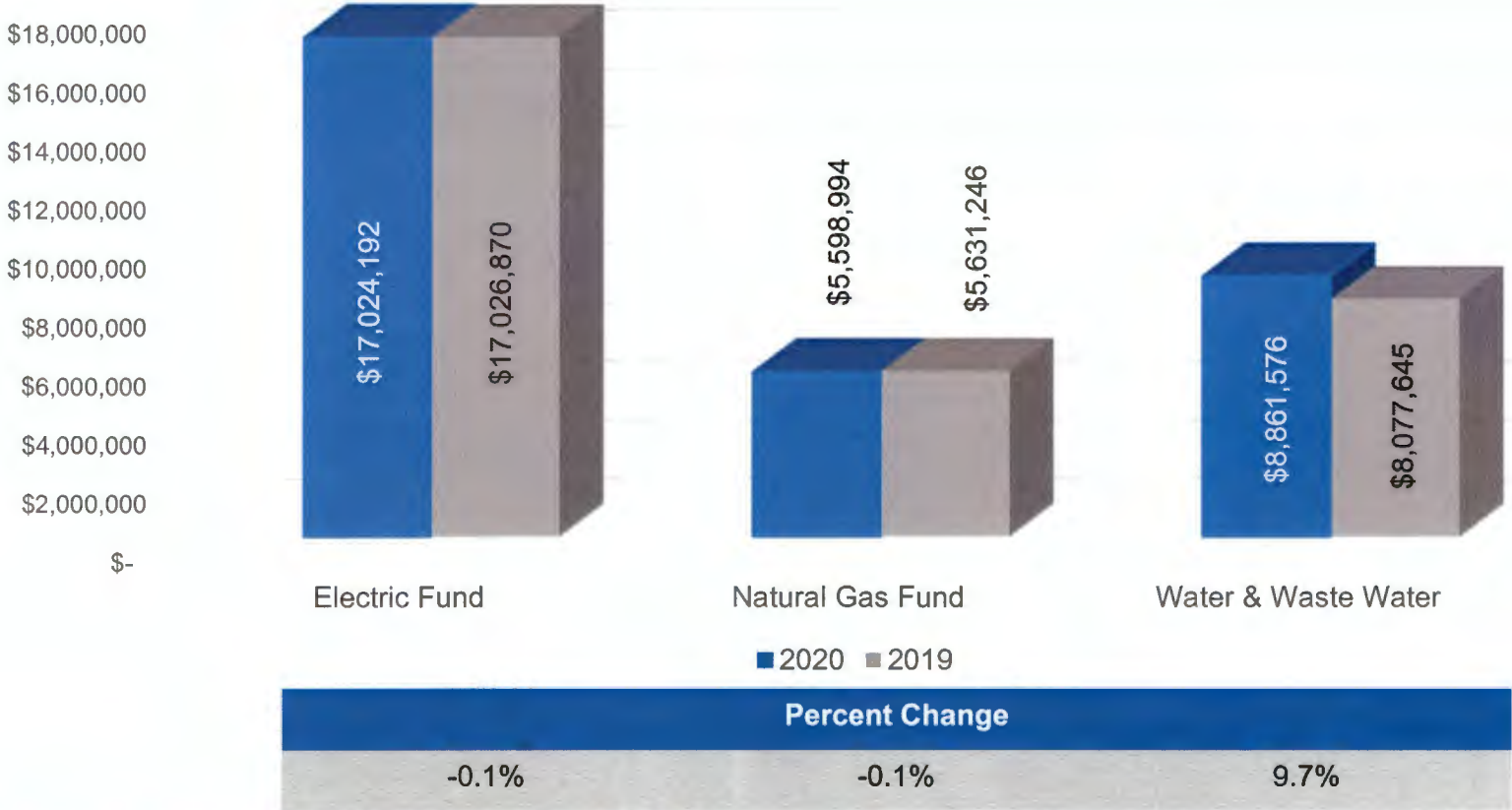
Governmental Funds – Expense Comparison



Proprietary Funds – Revenue Comparison



Proprietary Funds – Expense Comparison



Single Audit Opinion and Results

Independent Auditors' Reports:

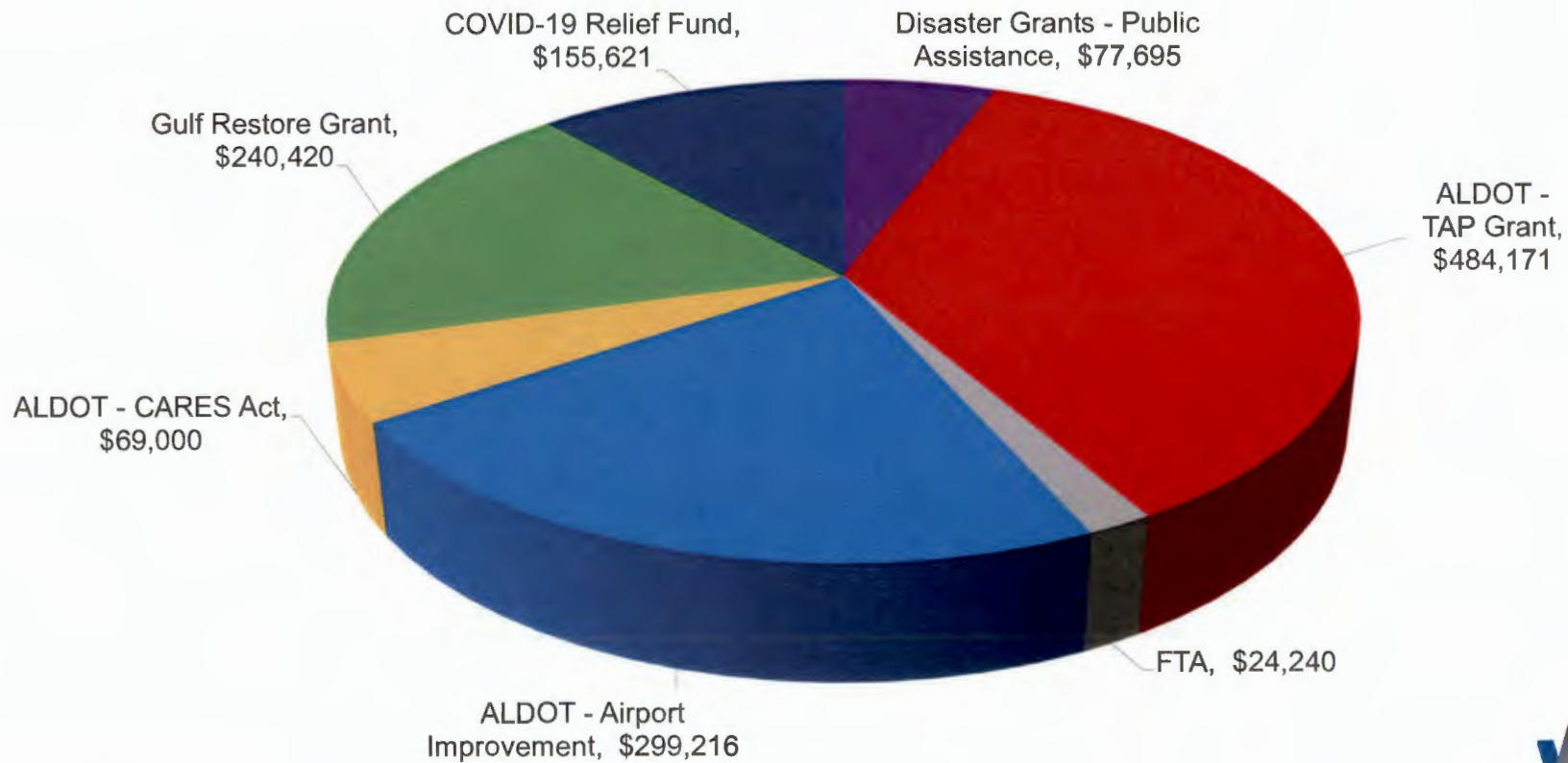
- Internal Control over Financial Reporting and Compliance - Dated March 5, 2021 (Page 1)
- Compliance with Applicable Compliance Requirements Unmodified - Dated March 5, 2021 (Page 3)

Federal funds recognized for the year ended September 30, 2020 - **\$1,350,363**

- Decrease of **\$2,348,325** from prior year
- Does not include approximately **\$1.3 million** in 2020 expenditures related to Hurricane Sally

Single Audit Opinion and Results

Schedule of Federal Expenditures Breakdown



Required Communications

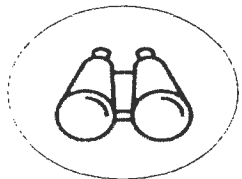
Those Charged with Governance



Our
Responsibilities

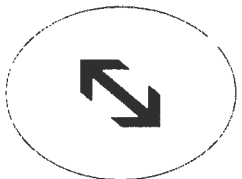
Express opinion about whether financial statements are fairly presented (GAAP).

In planning and performing our audit we consider internal control over financial reporting and compliance.



Planned Scope

The scope and timing of our audit communicated at the last audit committee meeting did not change.



Qualitative Aspects

Significant accounting policies are illustrated in Note 1 to the financial statements.

No transactions were noted that lacked authoritative guidance.

Accounting estimates and disclosures appear reasonable and complete.

Required Communications

Those Charged with Governance (Continued)



Corrected and
Uncorrected
Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management.

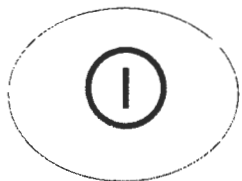


Management

There were no difficulties with management during our audit.

Management provided certain representations dated March 5, 2021.

We are not aware of management consulting with other accountants for a second opinion.



Other

We generally discuss issues related to accounting principles and auditing standards with management. These discussions occurred in the normal course of our professional relationship and were not a condition of retention.

Findings and Management's Responses

Material Weaknesses

- None Reported

Significant Deficiencies

- Utility Accounts Receivable
- Utility Deposits
- Inventory
- Prepaid Insurance

Findings and Management's Responses

Utility Accounts Receivable

Finding:

It was noted the City did not review past due balances and submit uncollectible utility accounts to collections in a timely manner.

Management's Response:

The City will monitor all utility accounts on a regular basis in order to minimize uncollectable receivables. This will be implemented by September 30, 2021.

Findings and Management's Responses

Utility Deposits

Finding:

The balance of utility deposits per the billing system did not agree to the general ledger.

Management's Response:

The City will examine information in the utility billing system to ensure accuracy and reconcile the deposit balance per the system to the general ledger on a timely basis. This will be implemented by September 30, 2021.

Findings and Management's Responses

Inventory

Fleet Inventory

Finding:

The balance per the fleet inventory report did not agree to the general ledger as of September 30, 2020. This resulted in an audit adjustment totaling \$41,281.

Management's Response:

The City will reconcile fleet inventory to the general ledger on a monthly basis to help ensure any errors and/or irregularities are identified and corrected in a timely manner. This will be implemented by September 30, 2021.

Findings and Management's Responses

Inventory

Fuel Inventory

Finding:

The balance per the fuel inventory report did not agree to the general ledger as of September 30, 2020. This resulted in an audit adjustment totaling \$70,053.

Management's Response:

The City will reconcile fuel inventory to the general ledger on a monthly basis to help ensure any errors and/or irregularities are identified and corrected in a timely manner. This will be implemented by September 30, 2021.

Findings and Management's Responses

Prepaid Insurance

Finding:

The balance of prepaid insurance did not agree to the general ledger as of September 30, 2020. This resulted in an audit adjustment totaling \$160,236.

Management's Response:

The City will reconcile prepaid insurance to the general ledger on a monthly basis to help ensure any errors and/or irregularities are identified and corrected in a timely manner. This will be implemented by September 30, 2021.

Findings and Management's Responses

Compliance Summary

Material Weaknesses

Deficiency in internal control, such that there is a reasonable possibility that a material misstatement of the financial statements will not be prevented, or detected and corrected on a timely basis.

2017	2018	2019	2020
<ul style="list-style-type: none"> • Prior Period Adjustments • Capital Assets • Utility Accounts Receivable • Utility Billing 	<ul style="list-style-type: none"> • Capital Assets • Capital Lease • Grant Receivable • Grant Payable • Utility Accounts Receivable 	<ul style="list-style-type: none"> • Schedule of Expenditures of Federal Awards • Grant Receivable • Grant Payable 	<ul style="list-style-type: none"> • None Reported

Significant Deficiencies

Deficiency in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

2017	2018	2019	2020
<ul style="list-style-type: none"> • Fuel Inventory • Utility Deposits 	<ul style="list-style-type: none"> • Marina Fuel Inventory • Utility Deposits • Health Claims Liability 	<ul style="list-style-type: none"> • Capital Assets • Utility Accounts • Utility Deposits • Health Claims Liability • Terminated Users • Disaster Recovery Plan 	<ul style="list-style-type: none"> • Utility Accounts Receivable • Utility Deposits • Inventory • Prepaid Insurance

A scenic view of a waterfront area. In the foreground, there is a circular fountain with water spraying upwards. To the left, a large American flag flies on a tall pole. In the middle ground, a parking lot contains several vehicles, including white vans and a red car. In the background, a building is situated on a pier or dock extending into the water. The sky is overcast and grey.

Q & A

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

The City Council met in a Work Session
at 4:30 p.m., Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
on Monday, 26 April 2021.

Present were Council President Jack Burrell, Councilmembers: Corey Martin,
Jimmy Conyers, Jay Robinson (Arrived at 4:35 p.m.), and Kevin Boone, Mayor
Sherry Sullivan, City Attorney Marcus E. McDowell, and City Clerk Lisa A. Hanks.

Council President Burrell called the meeting to order at 4:30 p.m.

The following topics were discussed:

- The first item on the Agenda was the Eastern Shore MPO Presentation on the Proposed Changes to the Urban Area Designation Criteria by Sarah Sislak. (See attached Power Point Presentation) Council President Burrell stated that Agenda Item Number 21 is a resolution in opposition of the proposed changes.
- Development and Communications Coordinator Diana Brewer for South Alabama Land Trust introduced the Executive Director Connie Whitaker who was in the audience. The Presentation called “South Alabama Land Trust” was presented by Ms. Brewer. (See attached Power Point Presentation) She said the Bald Eagle Bash is their largest fundraiser.
- Public Works Director Richard Johnson addressed the City Council and began the Discussion of Balancing Garbage Route Pickup Days via several slides. (See attached Slides) The City Council requested/suggested to look at future.
- The Discussion of Proposed Changes for On-Call Employees was explained by Mayor Sherry Sullivan. She said right now for weekends certain employees get eight hours each day at time and a half. She stated the Leadership Team looked at this and gave recommendations. Mayor Sullivan said that the proposal is for four hours each day at straight time. She commented this is just to be on call and be available with a two hour minimum if called in.

Councilmember Robinson said this was not intended as worded. Council President Burrell stated if you are on call for four hours and if you get called in, this should be counted towards the first four hours. Councilmember Martin said employees have budgeted on this from last year. Councilmember Robinson commented it is inconvenience being on call and some were getting paid more than others. Public Works Director Richard Johnson explained that call ins; and said on-call is one week. Council President Burrell said this is part of the job working on call. Councilmember Robinson asked should this be eight hours or four hours straight time; and call in is luck of the draw. Mayor Sullivan said Department Heads manage their employees; and she read the proposed change. Councilmember Boone said he thinks it is fair. Council President Burrell stated he disagrees with this proposal.

Monday, April 26, 2021

Page -2-

- Special Projects and Grant Manager Jessica Walker addressed the City Council and presented the Presentation of EnCompass 360s Proposal for Safe Room Grant. She explained the grant application needs a thorough report for the \$1.2 million FEMA-HMPG Grant. Ms. Walker said this is a 75/25 match with FEMA funding \$900,000.00 and the City's match being \$300,000.00. She introduced Eddie Culpepper, President of EnCompass 360, to the City Council. Mr. Culpepper explained the Grant with a due date of July 20, 2021. (See Power Point Presentation) He said that the City of Daphne used its safe room when Public Works building was damage by Hurricane Sally. Ms. Walker said this Grant funding requires a complete application with specifics and technical items.

Council President Burrell questioned the fee schedule and proposal. Councilmember Martin asked about the proposed site. Ms. Walker replied the proposed site is at the Pecan Avenue building.

- Special Projects and Grant Manager Jessica Walker addressed the City Council and stated the Fairhope Junior City Council has completed the Sunset Staircase Project.
- City Treasurer Kim Creech addressed the City Council and gave a Cares Act funds update. She mentioned the security window for the Police Department was funded after an appeal's review.
- Golf Director Bobby Hall addressed the City Council and gave a golf update; and mentioned Junior Golf Clinics, new ceiling fans, and new pull carts.
- Public Works Director Richard Johnson addressed the City Council regarding the said FEMA now seems to be moving better. He mentioned the TAP Grant application for projects up to \$800,000.00 are now being accepted. Mr. Johnson said that the discussion regarding garbage routes will be on the next Work Session.
- Recreation Director Pat White addressed the City Council and said the Soccer Tournament was postponed. He and Mr. Johnson mentioned the Stadium ADA Compliant Project. Mr. Johnson said material components we were handling costs have significantly increased. He commented we will definitely have a change order with a possible increase of \$30,000.00 plus. The consensus of the City Council was to move forward.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:58 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

**Shape
your future
START HERE >**

United States®
**Census
2020**

Sarah Hart Sislak
Eastern Shore MPO

Proposed Changes to Urban Area Designation Criteria

Census Data & Transportation Planning



Proposed Changes to Urban Area Designation Criteria

Proposed Changes

- 1.) Adoption of housing unit metric
 - Currently use population
- 2.) Increase density requirement to 385 housing units/square mile
 - Census Block level
 - 385 housing units ~ 1,000 people
 - Currently 500 persons/square mile
- 3.) Increase minimum threshold to qualify urban areas
- 4.) Cease distinguishing different types of urban areas
- 5.) Maximum distance of "jumps"
- 6.) No longer include low density "hop" or "jump" corridor
- 7.) No longer include low density territory located within indentations formed during urban area delineation

Increase Urban Area Minimum Threshold



4,000 housing units or ~10,000 people

Proposed Changes to Urban Area Designation Criteria

Cease Distinguishing Different Types of Urban Areas

Current

- Urban Cluster: 2,500 – 49,999 people
- Urbanized Area: 50,000+

Proposed

- Urban Area: 10,000+

*Unclear how FHWA , DOT or enabling legislation will respond

Proposed Changes to Urban Area Designation Criteria

Maximum Distance of “Jumps”

- “Jump” refers to connecting of two urban clusters through a low-density area
- Currently 2.5 miles, proposed change to 1.5 miles



Proposed Changes to Urban Area Designation Criteria

Exclude Low-Density "hop or jump" Corridor



Proposed Changes to Urban Area Designation Criteria

Exclude Low-Density Territory Located within Indentations



Proposed Changes to Urban Area Designation Criteria

What's at Stake?

- **Funding**

- \$1,400,000/year in surface funds
- \$1,000,000/year in transit funds
- \$250,000/year in planning funds

- **Planning for the Future**

- **Collaboration**

- Mobile River Bridge
- Relationships
- Joint projects



Proposed Changes to Urban Area Designation Criteria

What's Next?

- **Comment Period**

- **May 19, 2021**
- **Submit comments to:**
Mr. Vincent Osier
geo.urban@census.gov

- **Resolution of Opposition**

- **Final Rule**

- **Expected Fall/Winter 2021**
- **Urbanized Areas published Spring/Summer 2022**

South Alabama Land Trust



SOUTH ALABAMA
LAND TRUST



Our Mission

SALT protects land and promotes environmental education in coastal Alabama so current and future residents can enjoy clean water and the wildlife, marine life and outdoor recreation that define our area.



SOUTH ALABAMA
LAND TRUST



Our History

- Formed in 1990 as Weeks Bay Foundation
- Friends group of the Weeks Bay Reserve
- Became accredited land trust in 2009
- Regularly works with local, state, and federal agencies
- Protected nearly 10,500 acres of habitat in both Mobile and Baldwin Counties



SOUTH ALABAMA
LAND TRUST



About Us

- Nonprofit 501©3
- Board of Directors – 23 members
- 2 full-time and 1 part-time employees
- Nationally accredited (only one in south AL)
- Annual operating budget - \$424,400
- Funded exclusively through memberships, donations, special events, and grants



SOUTH ALABAMA
LAND TRUST



How We Do What We Do

Land Donation

- Significant tax deduction possible for the benefactor
- Land is held forever in conservation status

Land Sale

- Landowner may sell at a bargain sale
- Tax deduction possible
- Landowner makes some money
- Land is held in conservation

Conservation Easement

- Landowner retains deed to the property; SALT holds easement
- Landowner and SALT work out terms of easement agreement
- Landowner may retain rights that would not hurt the conservation value of the property
- SALT holds the easement in perpetuity, even if ownership changes
- Landowner may be entitled to a significant tax deduction



SOUTH ALABAMA
LAND TRUST



Why We Do What We Do

- What happens on land directly impacts our water quality—our drinking water, fishing and recreation, the seafood we eat
- Land offers access to public greenspace and outdoor recreation
- Protected greenspace in communities adds significant value to the homes within those communities
- Land and wetlands protect communities from storm surge and reduce flooding
- Wetlands are the primary feeding grounds for every type of shellfish and other marine life



SOUTH ALABAMA
LAND TRUST



2020 Projects

City of Mobile: +/- 96 acres on Perch Creek
Conservation easement agreement

City of Gulf Shores: 837 acres on Oyster Bay
Conservation easement agreement

Holmes Property: 91 acres on Magnolia River (1 mile of waterfront)
Purchased and transferred to State of Alabama



2021 Projects

City of Mobile: ~ 40 acres on the western shore of Mobile Bay
Brookley Complex, SALT to hold conservation easement

Dauphin Island Bird Sanctuaries (NFWF funded): +/- 11 acres
Purchase of more than 20+ parcels to be conveyed to the
Dauphin Island Bird Sanctuaries. SALT to hold
conservation easements on all parcels

Town of Dauphin Island: 9.4 acres
NFWF/TNC – parcel to be conveyed to the Town; SALT to hold
conservation easement



60-acre nature preserve – Fish River



- Ongoing restoration/prescribed burn this spring
- Trails with plant and habitat identification signs
- Education/scouting opportunities
- Coming soon – covered pavilion and restrooms
- Funds provided by EPA Gulf of Mexico Program



SOUTH ALABAMA
LAND TRUST

Outreach Events

- Guided Paddle Trips - Baldwin and Mobile
- Guided Nature Walks
- Plant and Bird ID Walks
- Floating Cleanups



SOUTH ALABAMA
LAND TRUST

Fundraising Events

Bald Eagle Bash



- Held at Tonsmeire Weeks Bay Resource Center
- 16 restaurants serving fresh local shrimp
- Live music
- Beverages



SOUTH ALABAMA
LAND TRUST

Fundraising Events

Alabama Coastal BirdFest



- 17th annual
- Four days of trips and workshops
- Promotes ecotourism
- Attendees from across US and Canada



SOUTH ALABAMA
LAND TRUST

How You Can Get Involved

JOIN!

- Individual Member
- Corporate Member

SPONSOR/ATTEND!

- Bald Eagle Bash: “Party for Preservation”
- Alabama Coastal BirdFest

VOLUNTEER!

- Habitat restoration
- Outreach events
- Office and general maintenance



SOUTH ALABAMA
LAND TRUST



FOLLOW US ON FACEBOOK AND INSTAGRAM

SIGN UP FOR OUR MONTHLY E-NEWSLETTER

VISIT OUR WEBSITE

Southalabamalandtrust.org



**SOUTH ALABAMA
LAND TRUST**





2021 Sanitation Route Balancing

Fairhope Public Works

Current Residential Route Schedule:

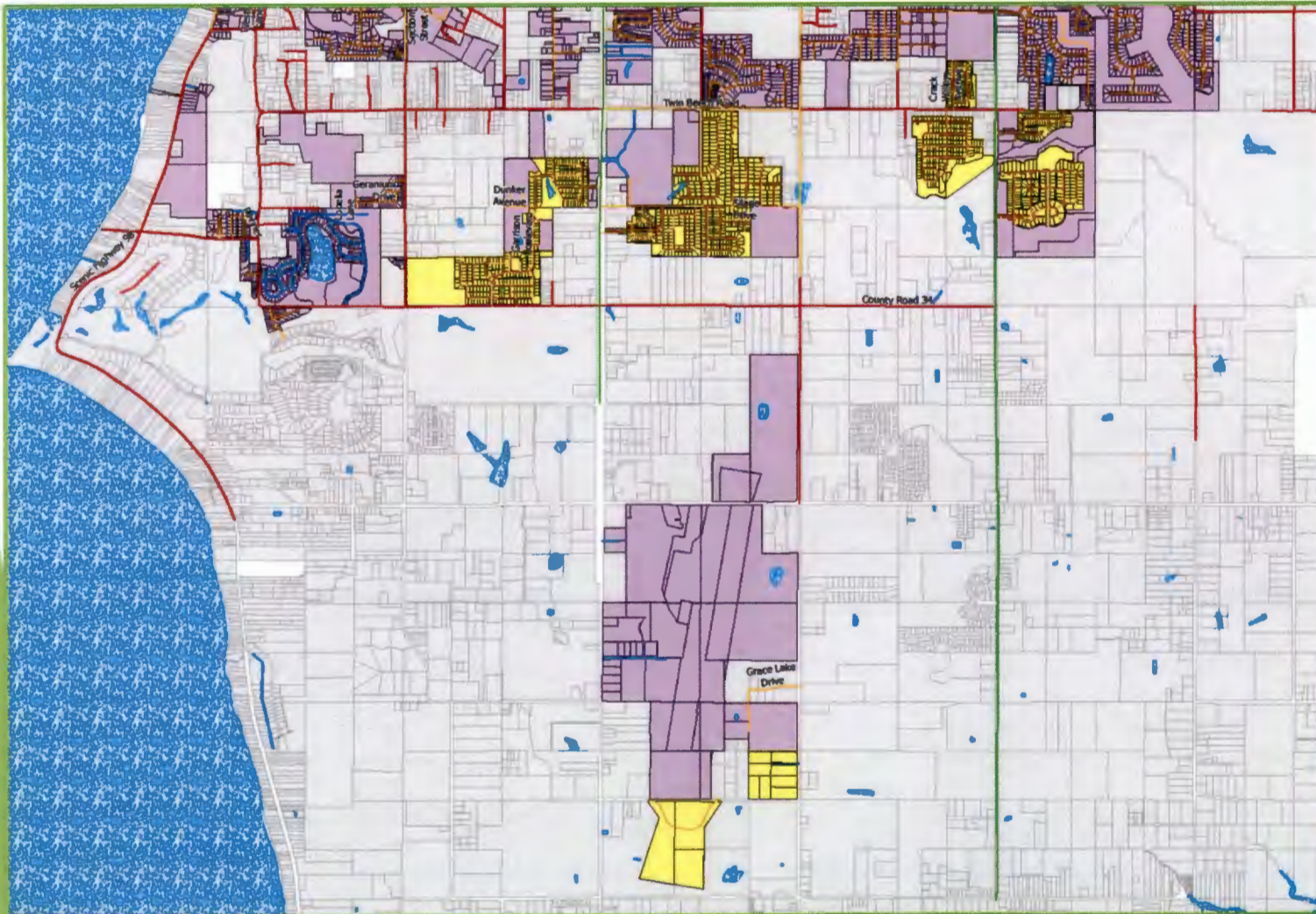
- South of Fairhope Ave - Mon & Thur
- North of Fairhope Ave - Tue & Fri

Issue: Southern part of the City is growing faster than the Northern - currently collecting 1700+ more Carts on the South (Mon/Thurs Route)

Challenges:

- Moving Line too disruptive
- Communications
- Timing & Avoidance of missed collections

Proposal: Move Targeted Neighborhoods South End of the City



Proposed Neighborhoods For Route Changes Mon/Thurs to Tue/Fri 1732 Customers Days To Be Changed



Accounts

Driveways / Properties

1	Stone Creek Villas	93
2	Stone Creek	169
3	Twin Beach Estates	91
4	Woodlawn	185
5	Bishop Road South Of Airport	4
6	Oldenberg	4
7	Founders	124
8	Summer Lake	124
9	Saddlewood	142
10	Southland Place	181
11	Hunington Woods	105
12	Old Battles Village	290
13	Old Battles Place Apts	220

TTLS:

1,732.00

Communications and Timing:

Get the Word Out By:

- Social Media Platforms
- Direct POA/HOA Contacts - Get Information out in their Newsletters and Direct Emails
- Can Stickers (placed on all carts 30 days prior to the route change)



Attention Garbage Customers

Your Collection Days
are being changed

**Starting August 1, 2021 Place
This Cart at the Street on:
Tuesdays and Fridays**

Implementation Date:

- **August 1, 2021
(90 Day Campaign)**

Hazard Mitigation Grant
Funding Application Process
for
First Responder Safe Room

Encompass 360 – Eddie Culpepper

- Fairhope has been invited to apply for the proposed Fairhope First-Responder Safe Room to house first-responders from Public Works and Public Utilities, as well as key City staff, in the event of a hurricane.
- **This Safe Room would potentially house up to 75 employees and the estimated project cost is \$1.2 million, which includes a 25% City match.**
- It is has been proposed that we contract with a grant administration company that has previously worked with application development and administration on successful Safe Rooms
- EnCompass 360 has successfully procured and produced safe rooms in Spanish Fort, Daphne, Elberta, Prichard and Citronelle

EnCompass360's professional services include:

- Project Development/Management
- Grant Development/Management
- Teaming with experienced architects, engineering, property appraisers and GIS analysis mapping services

Personnel are trained by FEMA and other EMA agencies.

The overall fee for this service is \$60,000 broken down into two separate payments. Among the items included in this cost is:

- Definition and Scope of Project
- Client Agreements with AEMA and FEMA
- Prepare environmental and historical data and request for approval by Alabama SHPO and for FEMA review and approval for location
- Preliminary design and basic engineering for the purpose of FEMA review and approval
- Detailed estimated project cost breakdown/budget
- Alabama State Historical review and approval
- All professional services costs incurred during development, including architect, engineering, appraiser, GIS and more

Fees will be paid on the following schedule:

Payment 1:

\$30,000 upon execution of agreement (reimbursable upon FEMA project approval at 75% FEMA with the 25% City match)

Payment 2:

\$30,000 due upon submission to FEMA for project review and approval (reimbursable at 75% FEMA with the 25% City match)

FEES ARE NOT CONTINGENT ON FEMA APPROVAL OR OBLIGATION OF FEDERAL FUNDS.

Fees will be paid on the following schedule:

Payment 1:

\$30,000 upon execution of agreement (reimbursable upon FEMA project approval at 75% FEMA with the 25% City match)

Payment 2:

\$30,000 due upon submission to FEMA for project review and approval (reimbursable at 75% FEMA with the 25% City match)

FEES ARE NOT CONTINGENT ON FEMA APPROVAL OR OBLIGATION OF FEDERAL FUNDS.

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)(

The City Council met in an Agenda Meeting at 5:30 p.m.,
Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
on Monday, 26 April 2021.

Present were Council President Jack Burrell, Councilmembers: Corey Martin,
Jimmy Conyers, Jay Robinson, and Kevin Boone, Mayor Sherry Sullivan, City Attorney
Marcus E. McDowell, and City Clerk Lisa A. Hanks.

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

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

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

WHEREAS, the United States of America acting through the Federal Aviation Administration has offered to pay \$23,000.00 for Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Airports Grant No. 3-01-0029-025-2021 for H. L. “Sonny” Callahan Airport due to decline in revenues arising from diminished airport operation and activities as a result of the COVID-19 Public Health Emergency;

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

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

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

WHEREAS, the deadline date for the receipt of the grant from the Federal Aviation Administration is not later than May 29, 2021;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fairhope, in a regular meeting of the City Council, that the Mayor is hereby authorized to sign and execute any necessary and appropriate documents so that the City of Fairhope and Fairhope Airport Authority can receive the grant acting for and in behalf of the H. L. “Sonny” Callahan Airport in Fairhope, Alabama so that the CARES Act Grant application, in the amount of \$23,000.00, may be finalized, approved, and accepted in accordance with applicable law and procedures.

Adopted this the 10th day of May, 2021

Jack Burrell, Council President
City of Fairhope, Alabama

ATTEST:

Lisa A. Hanks, MMC
City Clerk



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southern Region
Alabama

FAA JAN ADO
100 West Cross St., Suite B
Jackson, MS 39208

CRRSA Transmittal Letter

April 29, 2021

Honorable Sherry Sullivan
Mayor
City of Fairhope, Alabama
sherry.sullivan@fairhopeal.gov

Dear Mayor Sullivan:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-01-0029-025-2021 for H. L. (Sonny) Callahan Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

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

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **May 29, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

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

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [ACRGP Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

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

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and.
- A closeout report (A sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

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

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

A handwritten signature in blue ink, appearing to read "William J. Schuller".

William J. Schuller
Acting Manager

Enclosure (1)



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date April 29, 2021

Airport/Planning Area H. L. (Sonny) Callahan Airport

ACRGP Grant Number 3-01-0029-025-2021

Unique Entity Identifier 071935902

TO: City of Fairhope, Alabama

(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated April 14, 2021, for a grant of Federal funds at or associated with the H. L. (Sonny) Callahan Airport, which is included as part of this ACRGP Grant Agreement; and

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

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

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to H. L. (Sonny) Callahan incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's

payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

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

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$23,000, allocated as follows:
 - \$23,000 Non Primary KU2021
2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
 - c. Close out and Termination.
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before May 29, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Audits for Sponsors.**
PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
 - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).

- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

18. Ban on Texting While Driving.

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

19. Trafficking in Persons.

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

- d. Our right to terminate unilaterally that is described in paragraph A of this section:
 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. **Employee Protection from Reprisal.**

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

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.

22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA)

requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

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

Dated April 29, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

William J. Schuller

(Typed Name)

Acting Manager Jackson Airports District (

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

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

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated

City of Fairhope, Alabama
(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By: _____
(Type Name of Sponsor's Designative Official/Representative)

Title: _____
(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

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

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

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

Dated at _____

By:

(Signature of Sponsor's Attorney)

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

B. Sponsor Certification.

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

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

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq. ²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

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

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. ¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

1. Purpose Directly Related to the Airport

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

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

3. Good Title.

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

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

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

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

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

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

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

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

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

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

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

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

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

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

e. Required Contract Provisions.

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

21. Foreign Market Restrictions.

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

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of April 14, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

**Current FAA Advisory Circulars Required for Use in AIP Funded and PFC
Approved Projects**

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

RESOLUTION NO. _____

WHEREAS, the Owners of Fairhope Village PUD desire to have the public streets and public rights-of-way dedicated as shown on Exhibit A, and all Fairhope public utilities located in public right-of-ways accepted for maintenance by the City of Fairhope, Alabama, and;

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

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

WHEREAS, the City of Fairhope, Alabama, has received from the owners of Fairhope Village PUD, maintenance bonds for the public improvements constructed for a period of 2 years, and;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA that the public improvements indicated herein for Fairhope Village PUD are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Sherry Sullivan to execute the Maintenance and Guaranty Agreement between the City of Fairhope and Retreat at Fairhope Village, LLC. (the "Subdivider").

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

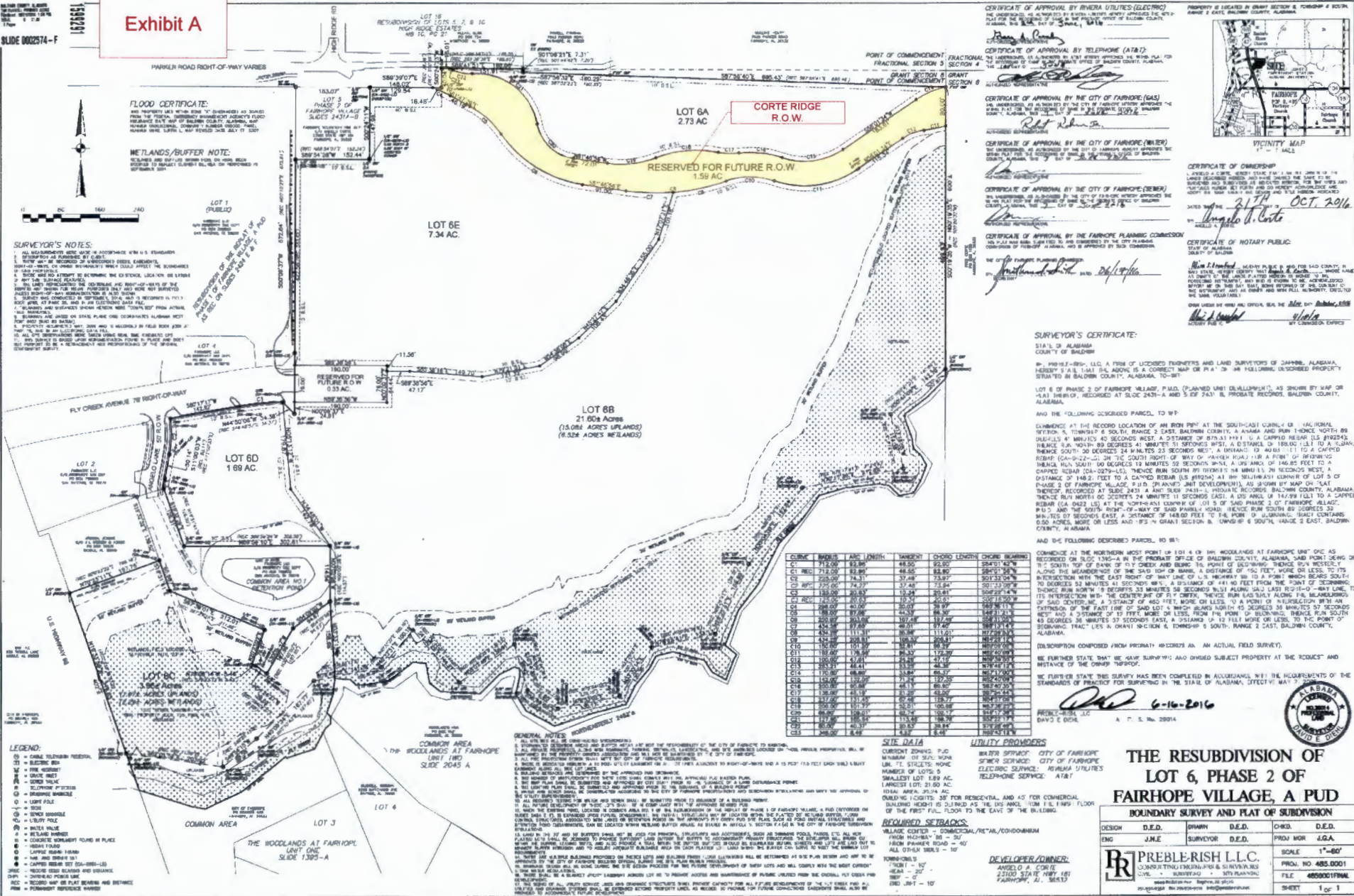
Adopted this 10th day of May, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Exhibit A



CERTIFICATE OF APPROVAL BY BUREAU UTILITIES (ELECTRIC)
 THE UNDERSIGNED HAS VIEWED A RECENT SURVEY MADE BY YOU FOR THE PURPOSES OF THE ABOVE DESCRIBED PROJECT IN BALDWIN COUNTY, ALABAMA, THIS DAY OF 3rd 2016.

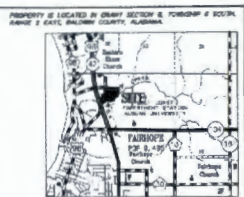
CERTIFICATE OF APPROVAL BY TELEPHONE (AT&T)
 THE UNDERSIGNED HAS VIEWED A RECENT SURVEY MADE BY YOU FOR THE PURPOSES OF THE ABOVE DESCRIBED PROJECT IN BALDWIN COUNTY, ALABAMA, THIS DAY OF 3rd 2016.

CERTIFICATE OF APPROVAL BY THE CITY OF FAIRHOPE (GAS)
 THE UNDERSIGNED HAS VIEWED A RECENT SURVEY MADE BY YOU FOR THE PURPOSES OF THE ABOVE DESCRIBED PROJECT IN BALDWIN COUNTY, ALABAMA, THIS DAY OF 3rd 2016.

CERTIFICATE OF APPROVAL BY THE CITY OF FAIRHOPE (WATER)
 THE UNDERSIGNED HAS VIEWED A RECENT SURVEY MADE BY YOU FOR THE PURPOSES OF THE ABOVE DESCRIBED PROJECT IN BALDWIN COUNTY, ALABAMA, THIS DAY OF 3rd 2016.

CERTIFICATE OF APPROVAL BY THE CITY OF FAIRHOPE (SEWER)
 THE UNDERSIGNED HAS VIEWED A RECENT SURVEY MADE BY YOU FOR THE PURPOSES OF THE ABOVE DESCRIBED PROJECT IN BALDWIN COUNTY, ALABAMA, THIS DAY OF 3rd 2016.

CERTIFICATE OF APPROVAL BY THE FAIRHOPE PLANNING COMMISSION
 THE UNDERSIGNED HAS VIEWED A RECENT SURVEY MADE BY YOU FOR THE PURPOSES OF THE ABOVE DESCRIBED PROJECT IN BALDWIN COUNTY, ALABAMA, THIS DAY OF 3rd 2016.



CERTIFICATE OF OWNERSHIP
 I, David R. Sorenson, being the owner of the above described property, do hereby certify that I am the owner of the same and that I am not aware of any other claims to the same.

CERTIFICATE OF NOTARY PUBLIC
 STATE OF ALABAMA
 COUNTY OF BALDWIN
 I, W. Douglas T. Coste, Notary Public in and for said County and State, do hereby certify that I am duly qualified and authorized to perform the duties of my office.

SURVEYOR'S CERTIFICATE:
 I, PHI-21-2016, LLC, a firm of LICENSED ENGINEERS AND LAND SURVEYORS OF BALDWIN COUNTY, ALABAMA, ALABAMA, AND THE FOLLOWING DESCRIBED PARCEL, TO WIT:
 LOTS 6A, 6B, 6D, 6E, AND 6F OF PHASE 2 OF FAIRHOPE VILLAGE, P.L.D. (PLANNED UNIT DEVELOPMENT), AS SHOWN BY MAP OR PLAN HEREON, RECORDED AT SLOC 2479-A AND 5 OF 7431 IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA.

CURVE	BEARING	ARC LENGTH	TANGENT	CHORD LENGTH	CHORD BEARING
C1	71°20'	83.80'	48.55'	92.50'	S82°15'00"W
C1	71°20'	83.80'	48.55'	92.50'	S82°15'00"W
C2	33°00'	74.31'	37.49'	73.87'	S57°00'00"W
C2	33°00'	74.31'	37.49'	73.87'	S57°00'00"W
C3	133°00'	50.83'	12.34'	50.83'	S78°00'00"W
C3	133°00'	50.83'	12.34'	50.83'	S78°00'00"W
C4	186°00'	40.00'	0.00'	40.00'	S88°00'00"W
C4	186°00'	40.00'	0.00'	40.00'	S88°00'00"W
C5	240°00'	111.21'	88.38'	111.21'	S150°00'00"W
C5	240°00'	111.21'	88.38'	111.21'	S150°00'00"W
C6	186°00'	107.00'	87.81'	87.81'	S88°00'00"W
C6	186°00'	107.00'	87.81'	87.81'	S88°00'00"W
C7	120°00'	138.43'	104.23'	138.43'	S135°00'00"W
C7	120°00'	138.43'	104.23'	138.43'	S135°00'00"W
C8	186°00'	110.00'	88.38'	110.00'	S88°00'00"W
C8	186°00'	110.00'	88.38'	110.00'	S88°00'00"W
C9	120°00'	138.43'	104.23'	138.43'	S135°00'00"W
C9	120°00'	138.43'	104.23'	138.43'	S135°00'00"W
C10	186°00'	107.00'	87.81'	107.00'	S88°00'00"W
C10	186°00'	107.00'	87.81'	107.00'	S88°00'00"W
C11	120°00'	138.43'	104.23'	138.43'	S135°00'00"W
C11	120°00'	138.43'	104.23'	138.43'	S135°00'00"W
C12	186°00'	107.00'	87.81'	107.00'	S88°00'00"W
C12	186°00'	107.00'	87.81'	107.00'	S88°00'00"W
C13	120°00'	138.43'	104.23'	138.43'	S135°00'00"W
C13	120°00'	138.43'	104.23'	138.43'	S135°00'00"W
C14	186°00'	107.00'	87.81'	107.00'	S88°00'00"W
C14	186°00'	107.00'	87.81'	107.00'	S88°00'00"W
C15	120°00'	138.43'	104.23'	138.43'	S135°00'00"W
C15	120°00'	138.43'	104.23'	138.43'	S135°00'00"W
C16	186°00'	107.00'	87.81'	107.00'	S88°00'00"W
C16	186°00'	107.00'	87.81'	107.00'	S88°00'00"W
C17	120°00'	138.43'	104.23'	138.43'	S135°00'00"W
C17	120°00'	138.43'	104.23'	138.43'	S135°00'00"W
C18	186°00'	107.00'	87.81'	107.00'	S88°00'00"W
C18	186°00'	107.00'	87.81'	107.00'	S88°00'00"W
C19	120°00'	138.43'	104.23'	138.43'	S135°00'00"W
C19	120°00'	138.43'	104.23'	138.43'	S135°00'00"W
C20	186°00'	107.00'	87.81'	107.00'	S88°00'00"W
C20	186°00'	107.00'	87.81'	107.00'	S88°00'00"W
C21	120°00'	138.43'	104.23'	138.43'	S135°00'00"W
C21	120°00'	138.43'	104.23'	138.43'	S135°00'00"W
C22	186°00'	107.00'	87.81'	107.00'	S88°00'00"W
C22	186°00'	107.00'	87.81'	107.00'	S88°00'00"W
C23	120°00'	138.43'	104.23'	138.43'	S135°00'00"W
C23	120°00'	138.43'	104.23'	138.43'	S135°00'00"W
C24	186°00'	107.00'	87.81'	107.00'	S88°00'00"W
C24	186°00'	107.00'	87.81'	107.00'	S88°00'00"W

GENERAL NOTES
 1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.
 2. THE COURSE BEARING IS TO BE READ AS: S 10° 30' 00" E, 100.00 FEET.

SITE DATA
 ZONING: COMMERCIAL
 UTILITIES: CITY OF FAIRHOPE WATER, CITY OF FAIRHOPE SEWER, BUREAU UTILITIES ELECTRIC, AT&T TELEPHONE SERVICE.

UTILITY PROVIDERS
 WATER SERVICE: CITY OF FAIRHOPE
 SEWER SERVICE: CITY OF FAIRHOPE
 ELECTRIC SERVICE: BUREAU UTILITIES
 TELEPHONE SERVICE: AT&T

BOUNDARY SURVEYS
 LOTS 6A, 6B, 6D, 6E, AND 6F OF PHASE 2 OF FAIRHOPE VILLAGE, P.L.D. (PLANNED UNIT DEVELOPMENT), AS SHOWN BY MAP OR PLAN HEREON, RECORDED AT SLOC 2479-A AND 5 OF 7431 IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA.

DEVELOPER/OWNER:
 PHOENIX LLC
 2100 STATE HWY 181
 FAIRHOPE, AL 36525

- LEGEND:**
- 1. Hatched pattern: COMMON AREA
 - 2. Solid black: DRIVE
 - 3. Dashed: EASEMENT
 - 4. Dotted: RESERVED FOR FUTURE R.O.W.
 - 5. Cross-hatched: WETLANDS
 - 6. Solid gray: METLANDS
 - 7. Stippled: FLOOD HAZARD
 - 8. Solid white: UNDEVELOPED
 - 9. Solid black: ROAD
 - 10. Dashed: EASEMENT
 - 11. Dotted: RESERVED FOR FUTURE R.O.W.
 - 12. Cross-hatched: WETLANDS
 - 13. Stippled: FLOOD HAZARD
 - 14. Solid white: UNDEVELOPED

THE RESUBDIVISION OF LOT 6, PHASE 2 OF FAIRHOPE VILLAGE, A PUD

BOUNDARY SURVEY AND PLAT OF SUBDIVISION

DESIGN	D.E.D.	DRAWN	D.E.D.	CHKD.	D.E.D.
ENG	J.M.E.	SURVEYOR	D.E.D.	PROJ. MGR.	J.G.A.

PREBLERISH L.L.C.
 CONSULTING ENGINEERS & SURVEYORS
 CIVIL - SURVEYING - SITE PLANNING

SCALE: 1"=80'
 PROJ. NO. 485.0001
 FILE # 485001FINAL
 SHEET 1 of 1

MAINTENANCE AND GUARANTY AGREEMENT

THIS MAINTENANCE AND GUARANTY AGREEMENT (this "Agreement") is made and entered into by and between Retreat at Fairhope Village, LLC (the "Subdivider"), and the City of Fairhope, Alabama (the "City of Fairhope") (the "City") (the Subdivider, and the City are sometimes hereinafter referred to singularly as a "Party" and collectively as the "Parties"), on the following recitals, terms, and conditions:

WHEREAS, the Subdivider is the developer of Retreat at Fairhope Village (the "Subdivision"), which Subdivision is recorded as Instrument Number Slide 2574-F in the records of the Office of the Judge of Probate of Baldwin County, Alabama;

WHEREAS, it is contemplated that prior to the City accepting for maintenance those certain items set forth on Exhibit "A" attached hereto (the "Improvements"), the Subdivider will be responsible for maintaining the Improvements for a period of two (2) years (the "Maintenance Period") from and after the Effective Date (hereinafter defined), and that the Improvements will be free from defects arising during the Maintenance Period, or thereafter in certain circumstances as specified in this Agreement;

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

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

2. Maintenance and Guaranty of Improvements. The Subdivider shall maintain the Improvements during the Maintenance Period and shall keep the Improvements in good and working order, normal wear and tear excepted. The Subdivider hereby guarantees and warrants the Improvements and the workmanship associated with the construction and installation of the Improvements until the expiration of the Maintenance Period, and thereafter as specified below. In the event any defect in the Improvements and/or the workmanship associated with the construction and installation of the Improvements (a "Defect") arises, in whole or in part, during the Maintenance Period, the Subdivider shall be responsible correcting the same. During the Maintenance Period the Subdivider shall monitor and inspect the Improvements and shall remedy any Defect of which it in any manner becomes aware within ten days of becoming so aware, except that in the event a Defect is not capable of being remedied within said ten-day period, the Subdivider shall have such time as is reasonably necessary to remedy such Defect so long as the Subdivider has commenced its remedial efforts within such ten-day period and pursues completion of such remedial efforts with due diligence. Not less than 30 days or more than 60 days before expiration of the Maintenance Period the Subdivider shall schedule with the City's Building Official, or his designee, a joint inspection of the Improvements by the Subdivider and City. The City will give the Subdivider a Notice of Defects identified as a result of such inspection within 15 days of the inspection. Any and all Defect(s) so identified by the City shall be remedied by the Subdivider within ten days of the Notice of Defects, except that in the event a Defect is not capable of being remedied within said ten-day period, the Subdivider

shall have such time as is reasonably necessary to remedy such Defect so long as the Subdivider has commenced its remedial efforts within such ten-day period and pursues completion of such remedial efforts with due diligence. However, any and all Defects identified by the City shall be completely remedied, to the complete satisfaction of the City, prior to acceptance of the Improvements by the City. Additionally, in the event other Defects arise after expiration of the Maintenance Period, but prior to all Defects identified by the City in the Notice of Defects being completely remedied by the Subdivider, the Subdivider shall be responsible for remedying such other Defect(s), in like manner as set forth above, prior to the City accepting the Improvements. It is the intent of this Agreement that there be no Defect(s) in the Improvements at the time the City accepts the same.

3. Financial Guaranty of Performance. As a condition to the City agreeing to enter into this Agreement, the Subdivider shall provide the City with an acceptable surety/financial guarantee of the payment and performance of its obligations hereunder (the "Guaranty"). The Guaranty shall be provided by a surety and shall be in a form that is acceptable to the City in its sole and absolute discretion and shall be in an amount of \$118,015.86. In the event the foregoing condition precedent is not satisfied within _____ () days of the Effective Date, the obligation of the City to accept the Improvements for maintenance under Section 4 hereof shall terminate and be of no further force or effect.

4. City to Accept Improvements for Maintenance. Upon expiration of the Maintenance Period, and provided that the Subdivider has fully performed under this Agreement, the City shall accept maintenance of the Improvements.

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

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

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

6. Legal Compliance. The Subdivider shall, at its own expense, comply with all applicable laws, ordinances, regulations, rules and orders, whether federal, state or local, or any

regulation of any governmental body having jurisdiction over the Subdivision or the Subdivider with respect to the maintenance and repair of the Improvements, regardless of when they become effective. The Subdivider shall not use, nor permit the use of the Improvements for any purpose in violation of such laws, regulations, rules or orders. The Subdivider represents and warrants to the City that the Subdivider is acting with full and legal authority with respect to the Improvements.

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

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

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

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

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

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

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

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

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

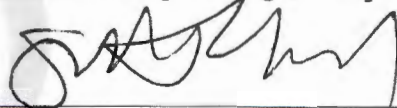
16. Counterparts. This Agreement may be executed in one or more counterparts and by the different parties hereto under separate counterparts, any one of which need not contain the signatures of more than one party, but all of which when taken together shall constitute one and the same instrument notwithstanding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

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

18. Effective Date. As used herein, the term "Effective Date" means the date of execution of this Agreement by the Mayor of the City as set forth below.

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

[Retreat at Fairhope Village, LLC]

By: 
Name: Stewart Speed
As Its: Manager
Date: January 25, 2021

THE CITY OF FAIRHOPE, ALABAMA

By: _____
As Its Mayor
Date: _____

ATTEST:

, City Clerk

EXHIBIT "A"
The Improvements

[Insert description of all improvements subject to City maintenance]

COPY

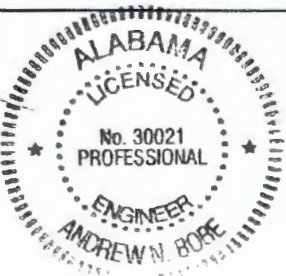


Dewberry Engineers Inc. | 251.990.9950
 25353 Friendship Road | 251.990.9910 fax
 Daphne, AL 36526 | www.dewberry.com

Parker Road Extension / Corte Ridge Road Bond Estimate

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
GRADING & DRAINAGE					
1	18" REINFORCED CONCRETE PIPE, CL3	154	LF	36.80	5,667.20
2	24" REINFORCED CONCRETE PIPE, CL3	240	LF	37.50	9,000.00
3	30" REINFORCED CONCRETE PIPE, CL3	688	LF	58.00	39,904.00
4	36" REINFORCED CONCRETE PIPE, CL3	56	LF	68.00	3,808.00
5	42" REINFORCED CONCRETE PIPE, CL3	112	LF	80.00	8,960.00
6	TYPE S-1 INLET (0-5') 36" BASE	12	EA	3,600.00	43,200.00
7	YARD INLET (0-5') 36" BASE	1,288	LF	25.10	32,328.80
SUB-TOTAL GRADING & DRAINAGE:					142,868.00
ROADWAYS					
8	24" COMBINATION CURB	2,520	LF	14.50	36,540.00
9	16" M-10 MOUNTABLE CURB	753	LF	14.50	10,918.50
10	ROADBED PROCESSING	5,900	SY	1.85	10,915.00
11	CRUSHED AGG BASE COURSE 6" COMPACTED THI	5,476	SY	14.50	79,402.00
12	4" SIDEWALK	7,100	SF	4.70	33,370.00
13	HANDICAP RAMP, INCLUDING RED TACTILE STR	2	EA	380.00	760.00
14	BITUMINOUS WEARING SURFACE 165LBS/(SY)	5,476	SY	9.75	53,391.00
SUB-TOTAL ROADWAYS:					177,838.00
WATER SYSTEM					
15	12" C-900 PVC	1	EA	3,575.00	3,575.00
16	12" DI WATER MAIN	78	LF	47.40	3,697.20
17	12" 22.5 DI	3	EA	845.00	2,535.00
18	12" 11.25 DI	1	EA	845.00	845.00
19	12" GATE VALVE	1	EA	2,220.00	2,220.00
20	HYDRANT ASSEMBLY	1	EA	3,990.00	3,990.00
21	PARKER ROAD WATER MAIN TIE IN	1	LS	27,652.00	27,652.00
22	IRRIGATION WATER SERVICE	1	EA	846.00	846.00
23	CONNECT TO EXISTING WATER MAIN	1	EA	1,045.00	1,045.00
SUB-TOTAL WATER SYSTEM:					42,830.20
SEWER SYSTEM					
24	8" PVC GRAVITY SEWER 4'-6" CUT	500	LF	34.80	17,400.00
25	PRECAST CONCRETE MANHOLE, 4'-6"	3	EA	4,150.00	12,450.00
SUB-TOTAL SEWER SYSTEM:					29,850.00
TOTALS:					393,386.20
30% OF TOTAL					118,015.86

Andrew N. Bobe
 Andrew N. Bobe, P.E.
 Sr. Associate/Sr. P. M.



FUTURE RIGHT-OF-WAY OF THE RESUBDIVISION OF LOT 6, PHASE 2 OF FAIRHOPE VILLAGE, A PUD (PLANNED UNIT DEVELOPMENT), WHICH IS NOT YET RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE:

BEGINNING AT 3"x3" CONCRETE MONUMENT AT THE NORTHEAST CORNER OF LOT 6A OF THE RESUBDIVISION OF LOT 6, PHASE 2 OF FAIRHOPE VILLAGE P.U.D. (PLANNED UNIT DEVELOPMENT), AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2574-F, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA AND RUN THENCE SOUTHWESTERLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 170.00 FEET, AN ARC LENGTH OF 66.80 FEET, (CHORD BEARS SOUTH 67 DEGREES 17 MINUTES 00 SECONDS WEST, A DISTANCE OF 66.37 FEET) TO A 1/2" CAPPED REBAR (CA-0951-LS); THENCE RUN SOUTH 56 DEGREES 01 MINUTES 34 SECONDS WEST, A DISTANCE OF 183.91 FEET TO A 1/2" CAPPED REBAR (CA-0951-LS); THENCE RUN SOUTHWESTERLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 142.00 FEET, AN ARC LENGTH OF 132.06 FEET, (CHORD BEARS SOUTH 82 DEGREES 40 MINUTES 09 SECONDS WEST, A DISTANCE OF 127.35 FEET) TO A 1/2" CAPPED REBAR (CA-0951-LS); THENCE RUN NORTHWESTERLY, ALONG A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 90.68 FEET, (CHORD BEARS NORTH 83 DEGREES 40 MINUTES 35 SECONDS WEST, A DISTANCE OF 89.90 FEET) TO A 1/2" CAPPED REBAR (CA-0951-LS); THENCE RUN NORTHWESTERLY, ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 138.00 FEET, AN ARC LENGTH OF 42.16 FEET, (CHORD BEARS NORTH 87 DEGREES 54 MINUTES 44 SECONDS WEST, A DISTANCE OF 42.00 FEET) TO A 1/2" CAPPED REBAR (CA-0951-LS); THENCE RUN SOUTHWESTERLY, ALONG A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 237.00 FEET, AN ARC LENGTH OF 131.45 FEET, (CHORD BEARS SOUTH 84 DEGREES 57 MINUTES 06 SECONDS WEST, A DISTANCE OF 129.77 FEET) TO A 1/2" CAPPED REBAR (CA-0951-LS); THENCE RUN SOUTHWESTERLY, ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 101.77 FEET, (CHORD BEARS SOUTH 83 DEGREES 38 MINUTES 25 SECONDS WEST, A DISTANCE OF 100.68 FEET) TO A 1/2" CAPPED REBAR (CA-0951-LS); THENCE RUN NORTH 81 DEGREES 46 MINUTES 56 SECONDS WEST, A DISTANCE OF 72.01 FEET; THENCE RUN NORTHWESTERLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 88.00 FEET, AN ARC LENGTH OF 109.01 FEET, (CHORD BEARS NORTH 46 DEGREES 17 MINUTES 38 SECONDS WEST, A DISTANCE OF 102.17 FEET) TO A 1/2" CAPPED REBAR (CA-0951-LS); THENCE RUN NORTHWESTERLY, ALONG A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 127.95 FEET, AN ARC LENGTH OF 185.64 FEET, (CHORD BEARS NORTH 52 DEGREES 22 MINUTES 17 SECONDS WEST, A DISTANCE OF 169.78 FEET) TO A 1/2" CAPPED REBAR (CA-0951-LS); THENCE NORTHWESTERLY, ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 80.00 FEET, AN ARC LENGTH OF 40.37 FEET, (CHORD BEARS NORTH 79 DEGREES 28 MINUTES 49 SECONDS WEST, A DISTANCE OF 39.94 FEET) TO A 1/2" CAPPED REBAR (CA-0951-LS); THENCE RUN NORTHWESTERLY, ALONG A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 348.00 FEET, AN ARC LENGTH OF 8.46 FEET, (CHORD BEARS NORTH 65 DEGREES 43 MINUTES 12

SECONDS WEST, A DISTANCE OF 8.46 FEET) TO A 1/2" CAPPED REBAR (CA-0951-LS);

THENCE RUN NORTH 89 DEGREES 41 MINUTES 51 SECONDS WEST, A DISTANCE OF 16.01 FEET TO A 5/8" REBAR; THENCE RUN SOUTH 00 DEGREES 24 MINUTES 23 SECONDS WEST, A DISTANCE OF 40.04 FEET TO A 1/2" CAPPED REBAR (CA-0422-LS); THENCE RUN NORTH 89 DEGREES 39 MINUTES 07 SECONDS WEST, A DISTANCE OF 18.48 FEET TO A 1/2" CAPPED REBAR (CA-0951-LS); THENCE SOUTHEASTERLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 298.00 FEET, AN ARC LENGTH OF 40.00 FEET, (CHORD BEARS SOUTH 65 DEGREES 38 MINUTES 11 SECONDS EAST, A DISTANCE OF 39.97 FEET) TO A 1/2" CAPPED REBAR (CA-0951-LS); THENCE RUN SOUTH 61 DEGREES 47 MINUTES 29 SECONDS EAST, A DISTANCE OF 46.19 FEET TO A 1/2" CAPPED REBAR (CA-0951-LS); THENCE RUN SOUTHEASTERLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 188.00 FEET, AN ARC LENGTH OF 87.08 FEET, (CHORD BEARS SOUTH 48 DEGREES 31 MINUTES 21 SECONDS EAST, A DISTANCE OF 86.30 FEET); THENCE RUN SOUTHEASTERLY, ALONG A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 250.00 FEET, AN ARC LENGTH OF 203.02 FEET, (CHORD BEARS SOUTH 58 DEGREES 31 MINUTES 05 SECONDS EAST, A DISTANCE OF 197.49 FEET) TO A 1/2" CAPPED REBAR (CA-0951-LS); THENCE RUN SOUTH 81 DEGREES 46 MINUTES 56 SECONDS EAST, A DISTANCE OF 91.00 FEET TO A 1/2" CAPPED REBAR (CA-0951-LS); THENCE RUN NORTHEASTERLY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 434.28 FEET, AN ARC LENGTH OF 208.91 FEET, (CHORD BEARS NORTH 84 DEGREES 26 MINUTES 12 SECONDS EAST, A DISTANCE OF 206.91 FEET) TO A 1/2" CAPPED REBAR (CA-0951-LS); THENCE RUN NORTHEASTERLY, ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 101.20 FEET, (CHORD BEARS NORTH 89 DEGREES 59 MINUTES 02 SECONDS EAST, A DISTANCE OF 99.29 FEET) TO A 1/2" CAPPED REBAR (CA-0951-LS); THENCE RUN NORTHEASTERLY, ALONG A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 192.00 FEET, AN ARC LENGTH OF 178.56 FEET, (CHORD BEARS NORTH 82 DEGREES 40 MINUTES 09 SECONDS EAST, A DISTANCE OF 172.20 FEET); THENCE RUN NORTH 56 DEGREES 01 MINUTES 34 SECONDS EAST, A DISTANCE OF 115.34 FEET TO A 1/2" CAPPED REBAR (CA-0951-LS); THENCE RUN NORTHEASTERLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, AN ARC LENGTH OF 47.61 FEET, (CHORD BEARS NORTH 69 DEGREES 39 MINUTES 55 SECONDS EAST, A DISTANCE OF 47.16 FEET) TO A 1/2" CAPPED REBAR (CA-0951-LS); THENCE RUN NORTHEASTERLY, ALONG A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 293.21 FEET, AN ARC LENGTH OF 46.41 FEET, (CHORD BEARS NORTH 78 DEGREES 46 MINUTES 12 SECONDS EAST, A DISTANCE OF 46.36 FEET) TO A 1/2" CAPPED REBAR (CA-0951-LS); THENCE RUN NORTH 00 DEGREES 19 MINUTES 35 SECONDS EAST, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 1.59 ACRES, MORE OR LESS, AND LIES IN GRANT SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

MAINTENANCE BOND

USE BLACK INK ONLY

SURETY'S BOND NUMBER
PENDING

The **PRINCIPAL** (*Name and address of Contractor as appear in the Construction Contract*)

*Ammons & Blackmon Construction, LLC.
9695 Stagecoach Commercial Park Circle
Spanish Fort, AL 36527*

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

*Fidelity and Deposit Company of Maryland
Baltimore, Maryland*

The **CITY** City of Fairhope, Alabama
 Attn: Hunter Simmons,
 555 South Section Street
 Fairhope, Alabama 36532

The **PENAL SUM** of this Bond: *One Hundred Eighteen Thousand, Fifteen Dollars and 86/100 Dollars (\$ 118,015.86).*

Name and date of the **CONTRACT**: Maintenance and Guaranty Agreement dated _____, 2021

The **PROJECT**: _____ Subdivision

Corte Ridge

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

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

[Remainder of Page Intentionally Left Blank]

SIGNED AND SEALED this _____ day of _____, 2021.

ATTEST:

**CONTRACTOR as PRINCIPAL:
Ammons & Blackmon Construction,
LLC.**

By _____

Name and Title

Countersigned by
Alabama Resident Agent for Surety:

**SURETY: Fidelity and Deposit Company
Of Maryland**

By _____

P.O. Box 507, Montrose, AL 36559
Name

By _____

251-621-2180

John T. Thomas, Jr., Attorney In Fact

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of May, A.D. 2020.



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

A handwritten signature in black ink, appearing to read 'Robert D. Murray', is written over a horizontal line.

By: *Robert D. Murray*
Vice President

A handwritten signature in black ink, appearing to read 'Dawn E. Brown', is written over a horizontal line.

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 14th day of May, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and said, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



A handwritten signature in black ink, appearing to read 'Constance A. Dunn', is written over a horizontal line.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this PENDING day of PENDING, 2021.



Michael C. Fay

Michael C. Fay, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsclaims@zurichna.com
800-626-4577

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
GRADING & DRAINAGE					
1	18" REINFORCED CONCRETE PIPE, CL3	154	LF	36.80	5,667.20
2	24" REINFORCED CONCRETE PIPE, CL3	240	LF	37.50	9,000.00
3	30" REINFORCED CONCRETE PIPE, CL3	688	LF	58.00	39,904.00
4	36" REINFORCED CONCRETE PIPE, CL3	56	LF	68.00	3,808.00
5	42" REINFORCED CONCRETE PIPE, CL3	112	LF	80.00	8,960.00
6	TYPE S-1 INLET (0-5') 36" BASE	12	EA	3,600.00	43,200.00
7	YARD INLET (0-5') 36" BASE	1,288	LF	25.10	32,328.80
SUB-TOTAL GRADING & DRAINAGE:					142,868.00
ROADWAYS					
8	24" COMBINATION CURB	2,520	LF	14.50	36,540.00
9	16" M-10 MOUNTABLE CURB	753	LF	14.50	10,918.50
10	ROADBED PROCESSING	5,900	SY	1.85	10,915.00
11	CRUSHED AGG BASE COURSE 6" COMPACTED THI	5,476	SY	14.50	79,402.00
12	4" SIDEWALK	7,100	SF	4.70	33,370.00
13	HANDICAP RAMP, INCLUDING RED TACTILE STR	2	EA	380.00	760.00
14	BITUMINOUS WEARING SURFACE 165LBS/(SY)	5,476	SY	9.75	53,391.00
SUB-TOTAL ROADWAYS:					177,838.00
WATER SYSTEM					
15	12" C-900 PVC	1	EA	3,575.00	3,575.00
16	12" DI WATER MAIN	78	LF	47.40	3,697.20
17	12" 22.5 DI	3	EA	845.00	2,535.00
18	12" 11.25 DI	1	EA	845.00	845.00
19	12" GATE VALVE	1	EA	2,220.00	2,220.00
20	HYDRANT ASSEMBLY	1	EA	3,990.00	3,990.00
21	PARKER ROAD WATER MAIN TIE IN	1	LS	27,652.00	27,652.00
22	IRRIGATION WATER SERVICE	1	EA	846.00	846.00
23	CONNECT TO EXISTING WATER MAIN	1	EA	1,045.00	1,045.00
SUB-TOTAL WATER SYSTEM:					42,830.20
SEWER SYSTEM					
24	8" PVC GRAVITY SEWER 4'-6' CUT	500	LF	34.80	17,400.00
25	PRECAST CONCRETE MANHOLE, 4'-6'	3	EA	4,150.00	12,450.00
SUB-TOTAL SEWER SYSTEM:					29,850.00
TOTALS:					393,386.20
30% OF TOTAL					118,015.86

RESOLUTION NO. _____

WHEREAS, the Owners of Fairhope Falls, Phase Three desire to have all Fairhope public utilities dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Slide 2771-B accepted for maintenance by the City of Fairhope, Alabama, and;

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

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

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA that the public improvements indicated herein for Fairhope Falls, Phase Three are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Sherry Sullivan to execute the Maintenance and Guaranty Agreement between the City of Fairhope and 68V Fairhope Falls 2020, LLC (the "Subdivider").

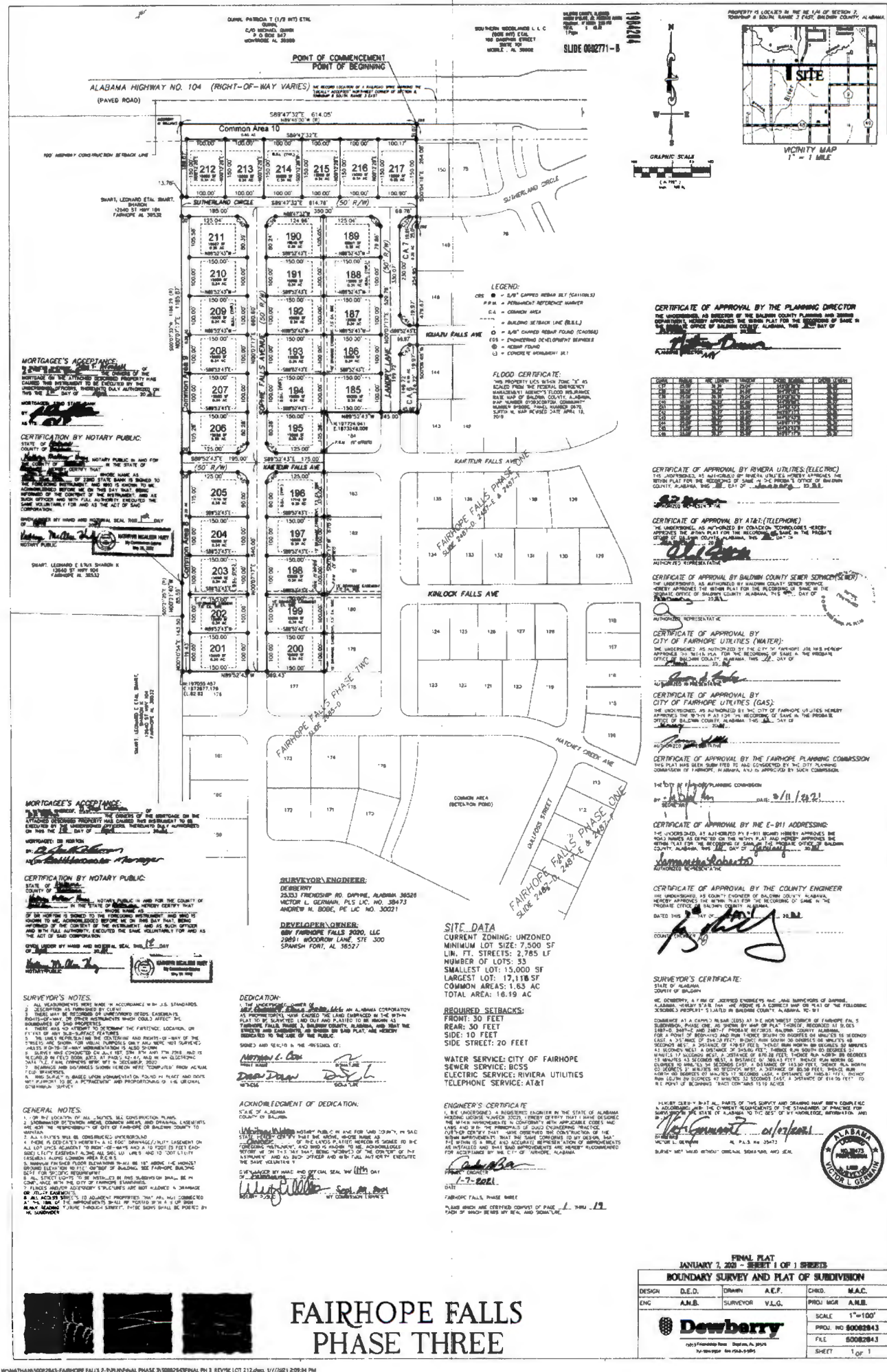
BE IT FURTHER RESOLVED this resolution of acceptance shall not obligate the City of Fairhope to maintain any utility or drainage facilities outside the limits of the right-of-way of the public streets, whether or not such may be located within dedicated easements in any of these developments.

Adopted this 10th day of May, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



DRUM, PATRICIA T (1/3 INT) ETL
 STATE OF ALABAMA
 12040 51 HRT RD
 FAIRHOPE AL 36528

WYNNE HILL, L C
 1000 HAY
 MOBILE, AL 36688

SLIDE 002771-0
 100291

PROPERTY IS LOCATED IN THE 1/4 SECTION 3,
 TOWNSHIP 8 SOUTH RANGE 3 EAST, BALDWIN COUNTY, ALABAMA.

POINT OF COMMENCEMENT
 POINT OF BEGINNING

ALABAMA HIGHWAY NO. 104 (RIGHT-OF-WAY VARIES)
 (PAVED ROAD)

Common Area 10
 588'47.33" E 614.05'
 188'43.00" W 100.00'

LOT 212, 213, 214, 215, 216, 217
 LOT 211, 210, 209, 208, 207, 206, 205
 LOT 190, 191, 189, 188, 187, 186, 185, 199, 198, 197, 196, 195, 194, 193, 192, 191, 190, 203, 202, 201, 200

LEGEND:
 CRL - CAPTURED REBAR SET (10/11/03)
 P.R. - PERMANENT REFERENCE MARKER
 C.A. - COMMON AREA
 B.L. - BUILDING SETBACK LINE (B.S.L.)
 C.R. - CAPTURED REBAR FOUND (10/11/03)
 E.D. - ENGINEERING DEVELOPMENT SERVICES
 R.F. - REBAR FOUND
 U. - UTILITY (AS SHOWN ON PLAN)

FLOOD CERTIFICATE:
 THIS PROPERTY LOCATED WITHIN THE "A" AS ZONED FROM THE FEDERAL DEPARTMENT OF COMMERCE'S FLOOD INSURANCE RATE MAP OF BALDWIN COUNTY, ALABAMA, DATED 10/11/03, SHOWS A FLOOD HAZARD ZONE. THE FLOOD HAZARD ZONE IS SHOWN ON THE FLOOD INSURANCE RATE MAP AS A "V" ZONE. THE FLOOD HAZARD ZONE IS SHOWN ON THE FLOOD INSURANCE RATE MAP AS A "V" ZONE. THE FLOOD HAZARD ZONE IS SHOWN ON THE FLOOD INSURANCE RATE MAP AS A "V" ZONE.

MORTGAGEE'S ACCEPTANCE
 STATE OF ALABAMA
 COUNTY OF BALDWIN
 I, [Signature], Notary Public in and for the County of Baldwin, State of Alabama, hereby certify that the within and foregoing instrument was acknowledged before me and I am duly qualified to perform the duties of my office.

CERTIFICATION BY NOTARY PUBLIC
 STATE OF ALABAMA
 COUNTY OF BALDWIN
 I, [Signature], Notary Public in and for the County of Baldwin, State of Alabama, hereby certify that the within and foregoing instrument was acknowledged before me and I am duly qualified to perform the duties of my office.

MORTGAGEE'S ACCEPTANCE
 STATE OF ALABAMA
 COUNTY OF BALDWIN
 I, [Signature], Notary Public in and for the County of Baldwin, State of Alabama, hereby certify that the within and foregoing instrument was acknowledged before me and I am duly qualified to perform the duties of my office.

SURVEYOR'S NOTES
 1. ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH A.S. STANDARDS.
 2. DESCRIPTION AS PROVIDED BY CLIENT.
 3. THERE MAY BE OTHER UNRECORDED EASEMENTS, ENCUMBRANCES, RIGHTS-OF-WAY OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF THIS PROPERTY.
 4. THERE IS A RECORD OF THIS PLAN IN THE PUBLIC RECORDS OF THE STATE OF ALABAMA.
 5. THE USE OF THIS PLAN IS LIMITED TO THE PURPOSES SPECIFIED HEREIN.
 6. SURVEY WAS COMPLETED ON JULY 28, 2009 BY THE SURVEYOR.
 7. ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH A.S. STANDARDS.
 8. THE SURVEYOR'S OFFICE IS LOCATED AT 1000 HAY MOBILE, AL 36688.
 9. THE SURVEYOR'S OFFICE IS LOCATED AT 1000 HAY MOBILE, AL 36688.
 10. THE SURVEYOR'S OFFICE IS LOCATED AT 1000 HAY MOBILE, AL 36688.

CERTIFICATION BY NOTARY PUBLIC
 STATE OF ALABAMA
 COUNTY OF BALDWIN
 I, [Signature], Notary Public in and for the County of Baldwin, State of Alabama, hereby certify that the within and foregoing instrument was acknowledged before me and I am duly qualified to perform the duties of my office.

CERTIFICATION BY NOTARY PUBLIC
 STATE OF ALABAMA
 COUNTY OF BALDWIN
 I, [Signature], Notary Public in and for the County of Baldwin, State of Alabama, hereby certify that the within and foregoing instrument was acknowledged before me and I am duly qualified to perform the duties of my office.

CERTIFICATION BY NOTARY PUBLIC
 STATE OF ALABAMA
 COUNTY OF BALDWIN
 I, [Signature], Notary Public in and for the County of Baldwin, State of Alabama, hereby certify that the within and foregoing instrument was acknowledged before me and I am duly qualified to perform the duties of my office.

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 10. THE SURVEYOR'S OFFICE IS LOCATED AT 1000 HAY MOBILE, AL 36688.

CERTIFICATION BY NOTARY PUBLIC
 STATE OF ALABAMA
 COUNTY OF BALDWIN
 I, [Signature], Notary Public in and for the County of Baldwin, State of Alabama, hereby certify that the within and foregoing instrument was acknowledged before me and I am duly qualified to perform the duties of my office.

CERTIFICATION BY NOTARY PUBLIC
 STATE OF ALABAMA
 COUNTY OF BALDWIN
 I, [Signature], Notary Public in and for the County of Baldwin, State of Alabama, hereby certify that the within and foregoing instrument was acknowledged before me and I am duly qualified to perform the duties of my office.

CERTIFICATION BY NOTARY PUBLIC
 STATE OF ALABAMA
 COUNTY OF BALDWIN
 I, [Signature], Notary Public in and for the County of Baldwin, State of Alabama, hereby certify that the within and foregoing instrument was acknowledged before me and I am duly qualified to perform the duties of my office.

SURVEYOR'S NOTES
 1. ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH A.S. STANDARDS.
 2. DESCRIPTION AS PROVIDED BY CLIENT.
 3. THERE MAY BE OTHER UNRECORDED EASEMENTS, ENCUMBRANCES, RIGHTS-OF-WAY OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF THIS PROPERTY.
 4. THERE IS A RECORD OF THIS PLAN IN THE PUBLIC RECORDS OF THE STATE OF ALABAMA.
 5. THE USE OF THIS PLAN IS LIMITED TO THE PURPOSES SPECIFIED HEREIN.
 6. SURVEY WAS COMPLETED ON JULY 28, 2009 BY THE SURVEYOR.
 7. ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH A.S. STANDARDS.
 8. THE SURVEYOR'S OFFICE IS LOCATED AT 1000 HAY MOBILE, AL 36688.
 9. THE SURVEYOR'S OFFICE IS LOCATED AT 1000 HAY MOBILE, AL 36688.
 10. THE SURVEYOR'S OFFICE IS LOCATED AT 1000 HAY MOBILE, AL 36688.

GENERAL NOTES
 1. ON THE LOCATION OF ALL UTILITIES, SEE CONSTRUCTION PLAN.
 2. INFORMATION RE: EASEMENTS, ENCUMBRANCES, AND DISTURBANCES IS THE RESPONSIBILITY OF THE CLIENT.
 3. ALL UTILITIES WILL BE DEEMED TO BE AS SHOWN ON THE CONSTRUCTION PLAN.
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 10. THE SURVEYOR'S OFFICE IS LOCATED AT 1000 HAY MOBILE, AL 36688.

CERTIFICATE OF APPROVAL BY THE PLANNING DIRECTOR
 THE UNDERSIGNED, AS AUTHORIZED BY THE BALDWIN COUNTY PLANNING AND ZONING COMMISSION, HEREBY APPROVES THE WITHIN PLAN FOR THE RECORDED OF SAME IN THE PUBLIC RECORDS OF BALDWIN COUNTY, ALABAMA, THIS [DATE] DAY OF [MONTH] 2009.

CERTIFICATE OF APPROVAL BY RIVERIA UTILITIES (ELECTRIC)
 THE UNDERSIGNED, AS AUTHORIZED BY RIVERIA UTILITIES, HEREBY APPROVES THE WITHIN PLAN FOR THE RECORDED OF SAME IN THE PUBLIC RECORDS OF BALDWIN COUNTY, ALABAMA, THIS [DATE] DAY OF [MONTH] 2009.

CERTIFICATE OF APPROVAL BY AT&T (TELEPHONE)
 THE UNDERSIGNED, AS AUTHORIZED BY AT&T, HEREBY APPROVES THE WITHIN PLAN FOR THE RECORDED OF SAME IN THE PUBLIC RECORDS OF BALDWIN COUNTY, ALABAMA, THIS [DATE] DAY OF [MONTH] 2009.

CERTIFICATE OF APPROVAL BY BALDWIN COUNTY SEWER SERVICE (SEWER)
 THE UNDERSIGNED, AS AUTHORIZED BY BALDWIN COUNTY SEWER SERVICE, HEREBY APPROVES THE WITHIN PLAN FOR THE RECORDED OF SAME IN THE PUBLIC RECORDS OF BALDWIN COUNTY, ALABAMA, THIS [DATE] DAY OF [MONTH] 2009.

CERTIFICATE OF APPROVAL BY THE CITY ENGINEER
 THE UNDERSIGNED, AS AUTHORIZED BY THE CITY ENGINEER, HEREBY APPROVES THE WITHIN PLAN FOR THE RECORDED OF SAME IN THE PUBLIC RECORDS OF BALDWIN COUNTY, ALABAMA, THIS [DATE] DAY OF [MONTH] 2009.

FINAL PLAN
 JANUARY 7, 2009 - SHEET 1 OF 1 SHEETS
 BOUNDARY SURVEY AND PLAN OF SUBDIVISION

DESIGN	D.E.D.	DRAWN	A.E.F.	CHECKED	M.A.C.
ENG.	A.N.B.	SURVEYOR	V.L.G.	PROJ. MGR.	A.N.B.

SCALE: 1"=100'
 PROJ. NO: 00028043
 FILE: 00028043
 SHEET: 1 of 1

W:\MATH\00028043-FAIRHOPE FALLS 2-PLANNING PHASE 3\00028043\FINAL PLAN 3_REVISE (LOT 212).DWG, 1/7/2009, 1:09:34 PM

MAINTENANCE BOND

USE BLACK INK ONLY

SURETY'S BOND NUMBER

PENDING

The **PRINCIPAL** (Name and address of Contractor as appear in the Construction Contract)

*Ammons & Blackmon Construction, LLC.
9695 Stagecoach Commercial Park Circle
Spanish Fort, AL 36527*

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

*Fidelity and Deposit Company of Maryland
Baltimore, Maryland*

The **CITY**

City of Fairhope, Alabama
Attn: Planning and Zoning Director
555 South Section Street
Fairhope, Alabama 36532

The **PENAL SUM** of this Bond: Thirty Four Thousand, Twenty One Dollars and 80/100 Dollars (\$34,021.80).

Name and date of the **CONTRACT**: Maintenance and Guaranty Agreement dated _____, 2021

The **PROJECT**:

Fairhope Falls, Phase 3 Subdivision
- WATER SYSTEM INFRASTRUCTURE

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

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

[Remainder of Page Intentionally Left Blank]

SIGNED AND SEALED this _____ day of _____, 2021.

ATTEST:

Countersigned by
Alabama Resident Agent for Surety:

By _____

Thomas, Harrison & Associates Insurance
Name

P.O. Box 507, Montrose, AL 36559
Address

CONTRACTOR as PRINCIPAL:

Ammons & Blackmon Construction, LLC.

By PENDING

Name and Title

SURETY:

Fidelity & Deposit Company of Maryland

By PENDING

Name and Title

**ENGINEER'S MAINTENANCE BOND ESTIMATE
 "EXHIBIT A"
 FAIRHOPE FALLS PH. 3
 THE IMPROVEMENTS**

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

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
WATER SYSTEM					
1	8" PVC WATER MAIN	2,240	LF	18.15	40,656.00
2	8" MJ GATE VALVE	6	EA	1,500.00	9,000.00
3	8" x 8" MJ TEE	3	EA	550.00	1,650.00
4	8" D.I. CAP	2	EA	450.00	900.00
5	8" MJ 45° BEND	2	EA	500.00	1,000.00
6	WATER SERVICES	34	EA	750.00	25,500.00
7	FIRE HYDRANT ASSEMBLY	4	EA	4,100.00	16,400.00
8	CONNECT TO EXISTING WATER MAIN	4	EA	750.00	3,000.00
9	WATER ENCASEMENT PIPE	153	EA	100.00	15,300.00
TOTAL WATER SYSTEM:					113,406.00

Engineer's Maintenance Bond Estimate, 2 Yrs. @ 30%: \$ 34,021.80

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

Sincerely,
Dewberry Engineers Inc.



Andy Bobe, PE
 Senior Associate
 Senior Project Manager



SEAL

MAINTENANCE AND GUARANTY AGREEMENT

THIS MAINTENANCE AND GUARANTY AGREEMENT (this "Agreement") is made and entered into by and between 68V FAIRHOPE FALLS 2020, LLC (the "Subdivider"), and the City of Fairhope, Alabama (the "City of Fairhope") (the "City") (the Subdivider, and the City are sometimes hereinafter referred to singularly as a "Party" and collectively as the "Parties"), on the following recitals, terms, and conditions:

WHEREAS, the Subdivider is the developer of FAIRHOPE FALLS PH. 3 (the "Subdivision"), which Subdivision is recorded as Instrument Number S2771-B in the records of the Office of the Judge of Probate of Baldwin County, Alabama;

WHEREAS, it is contemplated that prior to the City accepting for maintenance those certain items set forth on Exhibit "A" attached hereto (the "Improvements"), the Subdivider will be responsible for maintaining the Improvements for a period of two (2) years (the "Maintenance Period") from and after the Effective Date (hereinafter defined), and that the Improvements will be free from defects arising during the Maintenance Period, or thereafter in certain circumstances as specified in this this Agreement;

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

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

2. Maintenance and Guaranty of Improvements. The Subdivider shall maintain the Improvements during the Maintenance Period and shall keep the Improvements in good and working order, normal wear and tear excepted. The Subdivider hereby guarantees and warrants the Improvements and the workmanship associated with the construction and installation of the Improvements until the expiration of the Maintenance Period, and thereafter as specified below. In the event any defect in the Improvements and/or the workmanship associated with the construction and installation of the Improvements (a "Defect") arises, in whole or in part, during the Maintenance Period, the Subdivider shall be responsible correcting the same. During the Maintenance Period the Subdivider shall monitor and inspect the Improvements and shall remedy any Defect of which it in any manner becomes aware within ten days of becoming so aware, except that in the event a Defect is not capable of being remedied within said ten-day period, the Subdivider shall have such time as is reasonably necessary to remedy such Defect so long as the Subdivider has commenced its remedial efforts within such ten-day period and pursues completion of such remedial efforts with due diligence. Not less than 30 days or more than 60 days before expiration of the Maintenance Period the Subdivider shall schedule with the City's Building Official, or his designee, a joint inspection of the Improvements by the Subdivider and City. The City will give the Subdivider a Notice of Defects identified as a result of such inspection within 15 days of the inspection. Any and all Defect(s) so identified by the City shall be remedied by the Subdivider within ten days of the Notice of Defects, except that in the event a Defect is not capable of being remedied within said ten-day period, the Subdivider

shall have such time as is reasonably necessary to remedy such Defect so long as the Subdivider has commenced its remedial efforts within such ten-day period and pursues completion of such remedial efforts with due diligence. However, any and all Defects identified by the City shall be completely remedied, to the complete satisfaction of the City, prior to acceptance of the Improvements by the City. Additionally, in the event other Defects arise after expiration of the Maintenance Period, but prior to all Defects identified by the City in the Notice of Defects being completely remedied by the Subdivider, the Subdivider shall be responsible for remedying such other Defect(s), in like manner as set forth above, prior to the City accepting the Improvements. It is the intent of this Agreement that there be no Defect(s) in the Improvements at the time the City accepts the same.

3. Financial Guaranty of Performance. As a condition to the City agreeing to enter into this Agreement, the Subdivider shall provide the City with an acceptable surety/financial guarantee of the payment and performance of its obligations hereunder (the "Guaranty"). The Guaranty shall be provided by a surety and shall be in a form that is acceptable to the City in its sole and absolute discretion and shall be in an amount of \$ 34,021.80. In the event the foregoing condition precedent is not satisfied within Thirty (30) days of the Effective Date, the obligation of the City to accept the Improvements for maintenance under Section 4 hereof shall terminate and be of no further force or effect.

4. City to Accept Improvements for Maintenance. Upon expiration of the Maintenance Period, and provided that the Subdivider has fully performed under this Agreement, the City shall accept maintenance of the Improvements.

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

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

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

6. Legal Compliance. The Subdivider shall, at its own expense, comply with all applicable laws, ordinances, regulations, rules and orders, whether federal, state or local, or any

regulation of any governmental body having jurisdiction over the Subdivision or the Subdivider with respect to the maintenance and repair of the Improvements, regardless of when they become effective. The Subdivider shall not use, nor permit the use of the Improvements for any purpose in violation of such laws, regulations, rules or orders. The Subdivider represents and warrants to the City that the Subdivider is acting with full and legal authority with respect to the Improvements.

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

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

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

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

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

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

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

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

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

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

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

18. Effective Date. As used herein, the term "Effective Date" means the date of execution of this Agreement by the Mayor of the City as set forth below.

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

68V FAIRHOPE FALLS 2020, LLC

By: 

Name: Nathan Cox

As Its: Manager

Date: 3/2/21

THE CITY OF FAIRHOPE, ALABAMA

By: _____

As Its Mayor

Date: _____

ATTEST:

, City Clerk

ENGINEER'S MAINTENANCE BOND ESTIMATE
"EXHIBIT A"
FAIRHOPE FALLS PH. 3
THE IMPROVEMENTS

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

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
WATER SYSTEM					
1	8" PVC WATER MAIN	2,240	LF	18.15	40,656.00
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TOTAL WATER SYSTEM:					113,406.00

Engineer's Maintenance Bond Estimate, 2 Yrs. @ 30%: \$ 34,021.80

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

Sincerely,
Dewberry Engineers Inc.



Andy Bobe, PE
 Senior Associate
 Senior Project Manager



SEAL

RESOLUTION NO. _____

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

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

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

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

Old Power Transformers replaced by New Transformers
by upgrading our Substations to improve our electrical capacity

SECTION 2. That the Electric Department is hereby authorized and directed to dispose of the personal property by selling to TCI of Alabama who has offered the City a top price without the Electric Department having to use manpower or resources. Because of the nature and process of disposing of the power transformers, someone qualified in this procedure should be allowed this task; and to allow TCI of Alabama the opportunity to quote on all substation transformers that will be disposed as each station goes offline.

ADOPTED AND APPROVED THIS 10TH DAY OF MAY, 2021

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

April 28, 2021

MEMORANDUM

To: Lisa Hanks, City Clerk

From: Jeremy Morgan, Electric Superintendent

RE: Disposal of Substation Power Transformers

Lisa,

We have been improving our electrical capacity by upgrading our substations. By doing this we are left with power transformers that need to be disposed of. I have asked around and have received the best offer from TCI of Alabama. They are willing to give us the best price and to dispose of the said items. Below are my recommendations to take before council:

- Because of the nature and process of disposing of the power transformers, someone qualified in this procedure should be allowed this task. TCI of Alabama has offered us a top price to do this without us having to use our manpower or resources.
- We will be disposing of all substation transformers as each station goes offline. I recommend we allow TCI of Alabama the opportunity to quote us a price on each of these at those times. If the price is agreed upon, allow them to schedule a time to proceed with collecting said power transformers.

If you have any other questions, please let me know.

Jeremy Morgan
Electric

RESOLUTION NO. _____

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, an Alabama Municipal Corporation, hereinafter referred to as “Lessor”, and University of South Alabama, a postsecondary institution under the control of the University of South Alabama Board of Trustees, hereinafter referred to as “Lessee” and,

WHEREAS, the Lessor and Lessee entered into a Lease Agreement” dated May 4, 2004 regarding the Lessor’s leased area 16,000 square foot at 161 N. Section Street, Fairhope, Alabama 36532 with commencement date being July 1, 2007; and,

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

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, that Mayor Sherry Sullivan is hereby authorized to execute the First Amendment to the Lease Agreement as presented between the City of Fairhope and University of South Alabama, a postsecondary institution under the control of the University of South Alabama Board of Trustees, for the leased area 16,000 square foot at 161 N. Section Street, Fairhope, Alabama 36532.

Adopted this 10th day of May, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

FIRST AMENDMENT TO LEASE

DATED: April 1, 2021

BETWEEN

City of Fairhope, LESSOR

AND

University of South Alabama, TENANT

WITNESSETH

WHEREAS, the above-named parties are parties to that original Lease Agreement, dated May 4, 2004 (the "Lease"), by which TENANT leased 16,000 square foot 161 North Section Street, in Fairhope, Alabama. Said parties desire to amend the Lease in certain respects.

NOW THEREFORE, for and in consideration of the mutual benefit to be derived therefrom, the parties agree as follows:

1. The commencement date of the Lease was ~~July 1, 2007~~.
2. The Lease Term is hereby amended to expire June 30, 2025.
3. Section 4, RENT, shall be replaced with the following:

The annual rent shall be Twenty-Five Thousand and 00/100 dollars (\$25,000.00) per year.
4. Section 5, COVENANTS, subsection a) shall be replaced with the following:

TENANT agrees to pay said rent in annual installments of Twenty-Five Thousand and 00/100 dollars (\$25,000.00) beginning July 1, 2022, and each year following until the expiration of the Lease.
5. Section 16, BUILDING MAINTENANCE, shall be added to the Lease:

LESSOR shall have fourteen days from the execution of this agreement to inspect the current condition of all mechanical, electrical and plumbing systems associated with the leased premises. Once LESSOR is satisfied, in its sole discretion, the systems have been presented and are in well maintained and working order, LESSOR and TENANT agree LESSOR shall then be responsible for the routine maintenance and repair of all future mechanical, electrical, and plumbing systems associated with the premises. After satisfactory inspection and turnover, LESSOR shall not be required to repair or replace any mechanical, electrical or plumbing system damage caused by negligent or willful acts of the TENANT, its agents, employees, students or invitees. LESSOR may repair damage caused by negligent or willful acts of the TENANT, its agents, employees, students or invitees and charge back TENANT for said repair or replacement.
6. Section 17, PARKING LOT, shall be added to the Lease:

LESSOR and TENANT agree the parking lot, contiguous sidewalks, covered sidewalks and contiguous surface drives are to be considered part of the leased premises for non-exclusive use by TENANT during TENANT'S normal operating business hours. LESSOR reserves the right to limit or restrict parking lot access during certain limited special events including but not limited to Fairhope's Annual Art's and Craft's Festival, Mardi Gras, Rotary and Fire Department fundraising events.

7. Section 18, RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT, shall be added to the Lease:

TENANT does hereby completely and fully release, remise, acquit, and discharge forever LESSOR, and its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, suits, costs, personal injury, wrongful death, damages, expenses, compensation, and liability of every kind, character, and description, either direct or consequential, at law or in equity, of whatever kind or nature, including, but not limited to, claims in contract, tort or equity that have arisen or may arise, directly or indirectly, in connection with the TENANT's use of the leased premises including but not limited to the building, sidewalks, adjacent parking lot and drives. To the extent allowed by law, TENANT shall indemnify and hold harmless LESSOR from LESSOR'S loss or expense, including reasonable attorney fees for claims for personal injury, wrongful death, property damage, loss, damage, or injury of any kind or character to any person or property arising from the use of the leased premises by the TENANT, its members, agents, employees, students or invitees. Additionally, to the extent allowed by law, TENANT shall indemnify and hold harmless LESSOR from LESSOR'S loss or expense, including reasonable attorney fees, against all claims caused by or arising from any act or omission of the LESSOR, its agents, servants and/or employees.

8. Except as amended hereby, all other terms of the Lease shall remain in full force and effect.

LESSOR:

TENANT:

**City of Fairhope
The Honorable Sherry Sullivan
Mayor**

**University of South Alabama
G. Scott Weldon
VP, Finance and Administration**

Date

Date

RESOLUTION NO. _____

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

1] That on October 1, 2018 the City of Fairhope entered into a contract with Mobile Infirmary Association d/b/a iHealthy Community for Wellness and Disease Management Services to City Employees.

[2] That the City of Fairhope hereby terminates the contract between the City of Fairhope and Mobile Infirmary Association d/b/a iHealthy Community on September 30, 2021; and authorizes Mayor Sullivan to sign the necessary paperwork no less than 30 days prior to the expiration of the applicable one year term.

Adopted on this 10th day of May, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

SERVICES AGREEMENT

This Services Agreement is entered into this 1st day of Oct. 2018, by and between City of Fairhope ("Customer") and Mobile Infirmary Association, d/b/a iHealthy Community ("iHealthy Community"), as follows:

WHEREAS, iHealthy Community from time to time contracts with employers to provide certain wellness and disease management services to their employees and other persons designated eligible by the employer; and

WHEREAS, the Customer desires to contract with iHealthy Community and iHealthy Community desires to contract with Customer for the provision of such services to Customer's employees designated eligible for such services by Customer (hereinafter referred to collectively as "Employees");

NOW, THEREFORE, the premises considered, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and iHealthy Community agree as follows:

Article I: Services and Operations

1. **Services.** iHealthy Community will provide staff including registered nurses, licensed practical nurses, and medical assistants in such number as may be necessary to provide the services identified on Schedule A attached hereto. Customer acknowledges that iHealthy Community shall not provide any medical care to the Employees under this Agreement.
2. **Place of Services.** The services contemplated hereunder shall be provided at the location of Customer's business or at such other location(s) as the parties may agree. Such services shall be provided during normal operating hours of Customer's business at such times as shall be agreed upon in advance by the parties.
3. **Target Date.** The parties shall confer and agree upon a target date on which iHealthy Community will commence the delivery of services to Employees, which is estimated to be Oct., 2018.
4. **Licensing and Credentials.** iHealthy Community shall require that all nurse practitioners, registered nurses, licensed practical nurses, medical assistants and other medical personnel, if any, be appropriately licensed by the State of Alabama and be in good standing within his or her profession and state professional association.
5. **Removal.** iHealthy Community shall promptly remove and replace any registered nurse, licensed practical nurse, medical assistant or other medical personnel not in compliance with the requirements of the immediately preceding paragraph.
6. **Insurance.** iHealthy Community shall obtain and maintain during the term of this Agreement professional and general liability coverage in such amounts as may deemed appropriate during the term of this Agreement covering the employees providing services hereunder. Such coverage may be maintained by iHealthy Community through self-insurance (self-funding) maintained on an actuarially sound basis.

7. Relationship of the Parties. The relationship between Customer and iHealthy Community shall at all times be that of independent contractors. In no event shall either party be liable for the debts and obligations of the other party except as specifically provided herein.

8. Records. Records generated as a result of services provided hereunder to Employees shall be maintained in an online wellness portal. Such records shall be maintained in a professional manner consistent with the accepted practices and in compliance with HIPAA privacy standards, if applicable.

Article II: Compensation

1. Monthly Fee. For provision of wellness and disease management services, Customer shall pay iHealthy Community the monthly fees set forth on Schedule A attached hereto. Such fees shall be payable by Customer within thirty (30) days of the date of the monthly invoice provided to Customer from iHealthy Community. In the event Customer does not pay such invoice in full within said thirty day period, Customer shall pay a late fee of 1.0% per month on the amount of fee outstanding until such fee is paid in full.

Article III: Term and Termination

1. Effective Date. This Agreement shall be effective when fully executed by the parties.

2. Term. The term of this Agreement shall commence on the Effective Date and be for a period of one (1) year and shall automatically renew for successive periods of one year unless either party provides the other party with notice of its election to terminate the Agreement no less than thirty (30) days prior to the expiration of the applicable one year term.

3. Early Termination. This Agreement may be terminated by either party upon sixty (60) days prior written notice to the other party in the event such party defaults in performance of its obligations hereunder and such default remains uncured for a period of thirty (30) days after written notice of default has been provided by the non-defaulting party.

4. Effect of Termination. The termination of this Agreement, for default or otherwise, shall not affect the obligation of Customer to pay iHealthy Community the compensation set out herein for the period prior to such termination.

Article IV: Miscellaneous

1. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements.

2. Amendment; Waiver. This Agreement shall not be deemed amended or waived, in whole or in part, except by writing signed by both parties.

3. Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Alabama.

4. **Assignment.** Neither this Agreement nor the obligations of either party hereunder shall be assignable without the prior written consent of the other party which shall not be unreasonably withheld, conditioned or delayed.

5. **Headings.** The paragraph and subparagraph headings contained herein are for the convenience of the parties only.

6. **Notices.** Any notice required or permitted hereunder shall be deemed made on the day personally delivered in writing or mailed via certified mail, to the other party at the following address:

Customer:
City of Fairhope
Attention: Mayor Wilson
P.O. Drawer 429
Fairhope, AL 36533

If to iHealthy Community:

Mobile Infirmary Association, d/b/a iHealthy Community
Attention: Pauline Martin, Director
P. O. Box 2144
Mobile, Alabama 36652

7. **Counterparts.** This Agreement may be executed in duplicate, each of which shall be considered an original.

IN WITNESS WHEREOF, Customer and iHealthy Community have caused this Agreement to be executed by their duly authorized representatives on the date or dates set opposite the signature of such representative, respectively.

Customer:

City of Fairhope

By: _____

As its: _____

iHealthy Community:

Mobile Infirmary Association, d/b/a iHealthy Community

By: _____

D. Mark Nix
its President/CEO

SCHEDULE A

SERVICES PROVIDED

Business Health Assessment.....No Charge

Biometric Screenings..... \$50.00 (per screen)

Minimum participation of 20 employees

(Includes: Total Cholesterol, LDL, HDL, Triglycerides, Blood Glucose, Blood Pressure, Weight, BMI and wellness consult)

Wellness Program Administration Fee.....\$10.00 (per employee per month)

Includes: Population Health Assessment

Quarterly Webinars

Quarterly Wellness Challenges

Unlimited access to individual wellness portal

Monthly onsite Health Coaching (3 hours maximum per month)

Telephonic Coaching

Dedicated wellness team (435-WELL access to call)

Monthly Newsletter

Incentive Structure Implementation and tracking

Optional Services:

Emergenetics\$110.00 per person

(Includes profiles and ½ day of training)

Onsite Smoking Cessation Seminar\$150.00 per seminar

Onsite Smoking Cessation Classes\$40.00 per person

(Includes: 1.5 hour weekly class for 7 weeks, personal cessation booklet and group discussion with a Certified Smoking Cessation Counselor)

Fitness Program

(Includes: Unlimited Access to all 3 Infirmiry Fitness Centers for eligible employees for a 12 month period. Monthly attendance tracking available upon request.)

Minimum of 20 participants to be eligible at the rates below

Wellness membership rates

Single...\$10.00

Couple.\$15.00

Family (3-4).... \$20.00

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 for Professional Survey Services with Goodwin, Mills and Cawood for the Entire Landfill Property (RFQ No. PS015-20). The amendment is to identify more precisely the boundaries between City property and property that belongs to private citizens with a cost not-to-exceed \$8,000.00; and authorize Mayor Sullivan to execute Amendment No. 1.

Adopted on this 10th day of May, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 4/30/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Authorize Execution of Amendment #1 to RFQ No. PS015-20 Professional Survey Services for Entire Landfill Property

Project Location: 555 S Section Street - Landfill

Presented to City Council: 5/10/2021

Funding Request Sponsor: Richard Johnson, Public Works Director
Dale Linder, Supervisor-Sanitation/Recycling

Project Cash Requirement Requested:
Cost: \$ 8,000.00 Not-to Exceed

Vendor: Goodwyn Mills Cawood

Project Engineer: n/a

Order Date: n/a Lead Time: _____

Resolution #: _____
Approved _____
Changed _____
Rejected _____

MAY 3 '21 AM 11:30
[Handwritten Signature]

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 XXX
 Capitalized
 Inventoried

Funding Source: Operating Expenses XXX
 Budgeted Capital
 Unfunded

Expense Code: 001400-51465
 G/L Acct Name: Landfill Maintenance

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

Project Budgeted: \$ 8,000.00
 Balance Sheet Item included in projected cash flow

Over (Under) budget amount: \$ -

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

Capital Lease: _____ Payment _____ Term _____

Comments: The initial work done by GMC was limited in scope of work and the current request is to identify more precisely the boundaries between City Property and property that belongs to private citizens.

City Council Prior Approval/Date? _____

Senior Accountant 4/19/2021 **City Treasurer** 4/19/2021 **Mayor** 4/30/2021

Purchasing Memo Date: 4/19/2021 Purchasing Memo Date: 4/19/2021 Delivered To Date: 4/30/2021

Request Approved Date: 4/30/2021 Request Approved Date: 4/30/2021 Approved Date: _____

Signatures: Aislinn Stone Kim Creech Sherry Sullivan
 Aislinn Stone Kim Creech Mayor Sherry Sullivan



MEMO

Sherry Sullivan
Mayor

Date: April 19, 2021

Council Members:

Kevin G. Boone
Rick Burrell, ACMO
Jimmy Conyers
Corey Martin
Jay Robinson

To: Kimberly Creech, Treasurer

From: 
Delores A Brandt, Purchasing Manager

Ma A. Hanks, MMC
City Clerk

Re: Council Approval of budgeted professional services for **Amendment # 1 to RFQ No. PS015-20 Professional Survey Services for Entire Landfill Property at 555 S Section Street**

Kimberly Creech
Treasurer

The Public Works Director is requesting approval of **Amendment #1 to RFQ No. PS015-20 Professional Survey Services for Entire Landfill Property at 555 S Section Street**, consisting of a more detailed and expanded survey of the entire Property that is currently being used by the landfill, and the area adjacent to the landfill that is set aside for future use. The initial work by GMC was limited in scope of work, and the current request is to identify more precisely the boundaries between City property and property that belongs to private citizens. This will include identifying and marking the property lines, and will include a Plat of the City owned area.

Please move this procurement of professional services forward to the City Council to approve Amendment #1 of GMC for RFQ PS015-20 Professional Survey Services for Entire Landfill Property. and to authorize the Mayor to execute a contract with a not-to-exceed, budgeted, amount of EIGHT THOUSAND DOLLARS (\$8,000.00).

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

Cc: file, R. Johnson, A Bosarge,

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

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Arthur Bosarge
Department: Public Works

Date: 4/19/2021

ITEM OR SERVICE INFORMATION

1. **What item or service do you need to purchase?** Complete survey of landfill property that was started in 2020
2. **What is the total cost of the item or service?** \$7,800
3. **Where will the item or service be physically located?** 555 South Section
4. **What is the primary function of the item or service?** To establish property to prevent encroachment on neighboring property
5. **How many do you need?** 1
6. **Item or Service Is:** New Used Replacement Annual Request
7. **When do you anticipate implementation?** ASAP
8. **Additional Information or Comments:**
9. **Vendor Name:** Goodwyn Mills Cawood
10. **Vendor Number:**

BUDGET INFORMATION

1. **Is it budgeted?** Yes No Emergency Request
2. **If budgeted, what is the budgeted amount?** \$8000
3. **What is the Capital Project Name or Operating Budget Code:** 001400-51465
4. **Check any applicable boxes:** State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

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



Mr. Richard Johnson, PE
Public Works Director
City of Fairhope

April 16, 2021

Goodwyn Mills Cawood

2939 Main Street
P.O. Box 1177
Daphne, AL 36526

T 251-626-2626
F 251-626-6934

www.gmcnetwork.com

RE: City of Fairhope – PW/Landfill Boundary Survey

Mr. Johnson,

Goodwyn Mills Cawood, LLC (GMC) is pleased to take this opportunity to offer our services for the above referenced project. Based upon our conversation, GMC is prepared to provide you Professional Land Surveying as follows:

Scope of Work

Boundary Survey

Prepare a field survey and drawing locating the boundary of the Project site. The record boundary and corners will be marked by the most definitive and defensible relationship between the record evidence and the physical evidence discovered during the survey. Stakes will be set along the property line at interval spacing adequate to see one to the other. GMC will provide a Survey Plat depicting the professional opinion on the physical location of property lines determined by the appropriate boundary law principles, facts and evidence gathered during the course of the field survey. The work will be done in accordance to the Standard of Practice for Surveying in the State of Alabama.

Client Responsibilities

1. Provide property deed (unrecord or recorded in the public records)
2. Facilitate access and entry coordination to the Project site.
3. GMC request that all correspondence pertaining to the survey be provided in writing from one authorized representative.

Deliverables

The survey plat and all other Project documents requested and/or required will be provided as a digital copy (e.g., portable document format – pdf). Physical prints will be made available upon request and invoiced at GMC standard billing terms.

Estimated Fees

\$7,600.00 – Survey Services

GMC will invoice the Client hourly based on the enclosed hourly rate schedule at the completion of said Scope.

Submitted by:

Stuart L. Smith, PLS
Survey Manager, Eng. Dept
stuart.smith@gmcnetwork.com

Client approval/Notice to Proceed:

Name:

Date:

Enclosures:

GMC Hourly Rate Schedule



2020
Standard Rate and Fee Schedule

Standard Hourly Rates

Principal (Architect/ Engineer/ Interior Designer/ Scientist)	\$ 250.00
Executive VP/ Senior VP	\$ 200.00
Vice President	\$ 190.00
Senior Professional (Architect, Engineer, Interior Design, Scientist)	\$ 190.00
Professional II (Architect, Engineer, Interior Design, Scientist)	\$ 175.00
Professional I (Architect, Engineer, Interior Design, Scientist)	\$ 150.00
Intern II (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 130.00
Intern I (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 110.00
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW Acq., Field Tech.)	\$ 140.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW Acq., Field Tech.)	\$ 110.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW Acq., Field Tech.)	\$ 80.00
Executive Administrative Assistant	\$ 80.00
Administrative Assistant II	\$ 70.00
Administrative Assistant I	\$ 60.00
Surveying:	
Professional Land Surveyor	\$ 170.00
Field Crew Supervisor	\$ 150.00
Survey Crew (two-man survey crew)	\$ 150.00
Survey Crew (three-man survey crew)	\$ 180.00
Survey Crew (four-man survey crew)	\$ 210.00

Reimbursable Expenses

Travel Expenses	
Vehicle Transport	\$0.575 per mile
Travel/ Meals/ Lodging	Cost plus twenty percent
Sub-Consultant/ Sub-Contractors	Cost plus twenty percent
Sub-Consultant/Sub-Contractors reimbursable expenses	Cost plus twenty percent
Printing & Shipping	
Out of house reprographic services	Cost plus twenty percent
In-House B&W reprographic services (small format)	\$0.09/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House Color reprographic services (small format)	\$0.09/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House B&W reprographic services (large format)	\$0.15/ sf
In-House Color reprographic services (large format)	\$0.20/ sf
GPS equipment	\$250.00 per day

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to procure Duo Dual Authentication Licenses for the IT Department through Duo Security with a cost of \$5,760.00 based on Code of Alabama 1975, Section 41-16-51(a)11:

Purchases of Computer and Word Processing hardware when the hardware is the only type that is compatible with hardware already owned by the entity taking bids and custom software.

Adopted on this 10th day of May, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 4/30/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Renewal of multi-factor authentication 80 license for our network to Duo Security

Project Location: IT Department

Presented to City Council: 5/10/2021

Funding Request Sponsor: Jeff Montgomery, Director of Information Technology

Project Cash Requirement Requested:
Cost: \$ 5,760.00

Vendor: Duo Security

Project Engineer: n/a

Order Date: n/a Lead Time: _____

Resolution # : _____
Approved _____
Changed _____
Rejected _____

MAY 3 '21 AM 11:31 *ZAH*

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 XXX
 Capitalized
 Inventoried

Funding Source:

Operating Expenses XXX
 Budgeted Capital
 Unfunded

Expense Code: XXX-50300
 G/L Acct Name: Computer Expense

Project Budgeted: \$ 22,000.00
 Balance Sheet Item Included in projected cash flow

Over (Under) budget amount: \$ (16,240.00)

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

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

Capital Lease: _____ - Payment _____ Term _____

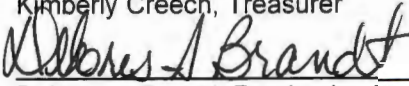
Comments: Duo Security and OKTA are the only vendors that work with the current firewall for the City. The IT director chose to go with Duo Security inc.

City Council Prior Approval/Date? _____

<u>Senior Accountant</u>	<u>City Treasurer</u>	<u>Mayor</u>
Purchasing Memo Date: <u>4/26/2021</u>	Purchasing Memo Date: <u>4/26/2021</u>	Delivered To Date: <u>4/30/2021</u>
Request Approved Date: <u>4/30/2021</u>	Request Approved Date: <u>4/30/2021</u>	Approved Date: _____
Signatures: <u><i>Alvin Stone</i></u> Alvin Stone	<u><i>Kim Creech</i></u> Kim Creech	<u><i>Sherry Sullivan</i></u> Mayor Sherry Sullivan



MEMO

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

Karin Wilson
Mayor

Date: April 26, 2021

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

Lisa A. Hanks, MMC
City Clerk

approval for budgeted, Duo Dual Authentication licenses for the I.T. Department

The Jeff Montgomery, I.T. Director, requests approval to renew the procurement of licenses for multi-factor Authentication for our network accounts and used to prevent cyber attacks. Mr. Montgomery is **reducing the number** of licenses that will be renewed **from 200 to 80, and that lowers the renewal price for the licenses from \$7669.49 to \$5760.00 (See Attached)**. The budgeted amount is \$22,000 for FY 2021 and the total for this request is **FIVE THOUSAND SEVEN HUNDRED SIXTY DOLLARS (\$5.760.00)**. **The multi-factor authentication is purchased through DUO Security, Inc**

Duo Security and OKTA are the only vendors that work with the current firewall for the City. The City chose to go with Duo Security Inc.

This procurement is allowed by Code of Alabama 1975, Section 41-16-51-(a)-11:

*(11) Purchases of computer and word processing hardware when the hardware is the only type that is compatible with hardware already owned by the entity taking bids **and custom software.***

See attached quotation for details.

Cc: file, Jeff Montgomery, Randy Weaver

161 North Section St
PO Drawer 429
Fairhope, Alabama
36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Jeff Montgomery

Date: 4/22/2021

Department: IT

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? DUO Dual Factor renewal
2. What is the total cost of the item or service? 5,760.00
3. Where will the item or service be physically located?
4. What is the primary function of the item or service? Dual Factor Authentication
5. How many do you need? 80 Click or tap here to enter text.
6. Item or Service Is: New Used Replacement Annual Request
7. When do you anticipate implementation? June
8. Additional Information or Comments: - Reduced licenses from 200 down to 80. DUO was purchased in conjunction with YUBI KEYS in early 2020. We are renewing only the DUO license portion.

BUDGET INFORMATION

1. Is it budgeted? Yes No Emergency Request
2. If budgeted, what is the budgeted amount? \$22,000
3. What is the Capital Project Name or Operating Budget Code: ALL – 50300
4. Check any applicable boxes: State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

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

PURCHASING USE ONLY

Vendor Name: DUO Vendor Number: 3962

Current Business License: Yes No – Does not come on site



Duo Security Order Form

Order Information

Account Name: City of Fairhope, AL
 Duo Account ID: 0237-9434-85
 Quote Expiration Date: 6/23/2021

Subscription Term

Start Date*: 6/23/2021
 End Date: 6/22/2022
 Total Cost: \$5,760.00
 (Plus Applicable Taxes)

Payment Terms

Net Terms: 30 Days

Billing Terms: Semi-Annual

Duo Security Contact Information

Duo Contact Name: Jonathan Conley
 Duo Contact Email: jconley@duosecurity.com

Duo Contact Phone:

Customer Information

The information provided below will be used for invoicing purposes. Please verify the accuracy prior to signing the Order Form. Sales tax will be assessed, where applicable based on the Shipping Address. If Shipping Address is blank, billing information will be used for shipping/tax assessment.

Billing Contact Name: Fairhope Accounts Payable
 Billing Phone: (251) 990-0135
 Billing Email: ap@fairhopeal.gov
 Billing Address: PO Drawer 429, Fairhope, Alabama 36533-0429, United States

Shipping Contact: Fairhope Accounts Payable
 Shipping Phone: (251) 990-0135
 Shipping Email: ap@fairhopeal.gov
 Shipping Address: PO Drawer 429, Fairhope, Alabama 36533-0429, United States

My organization requires you reference a PO number:
 (for billing purposes only)

0.0/1261

Customer must enter a Purchase Order number if a Purchase Order is required for payment processing. If no Purchase Order number is entered, Customer agrees that it has full authority to pay all invoices without a Purchase Order.

My organization is tax-exempt:

WCQ

If you do not have the required documentation at this time, please email it directly to your Duo Security Contact listed above. If a valid tax certificate is not received at the time of order, tax will appear on your invoice.

By signing this Duo Security Order Form ("Order Form"), Customer expressly agrees that the terms of this Order Form and the separate written agreement mutually executed between Duo Security LLC ("Duo Security") and Customer ("Written Agreement" and together with the Order Form, the "Agreement") exclusively governs the relationship and agreement between Duo Security and Customer related to the Services. In the absence of a Written Agreement, Customer's signature on this Order Form binds it to all of the terms contained herein and the Duo Security terms, located at <https://www.duo.com/legal/terms> (in such case, collectively, the "Agreement"), which exclusively governs the relationship and agreement between Duo Security and Customer related to the Services. See Exhibit A for Description of Order of Services. The Agreement supersedes any other agreement or purported terms of any type, including, without limitation, the terms of any purchase order or other ordering document or quote that may be referenced or issued by either party. There will be no force or effect given to any different or additional terms contained in any purchase order or similar form issued by either party, even if signed by the parties and regardless of any statements to the contrary, unless such terms are included in an amendment in accordance with the Agreement. Customer acknowledges and agrees that any reference to a purchase order in this Order Form or any associated invoice is solely for Customer's record keeping and for billing purposes. No reference to or delivery of any of Duo Security's products, services or information to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions associated with any such purchase order or in any way be deemed to modify, alter, supersede or supplement the Agreement.

Acknowledgement and Acceptance:

Authorized Signature:

Name:

Title:

Date:

* If this is Customer's first Order Form with Duo Security, Duo Security reserves the right to move the "Start Date" forward to the date this Order Form was signed by Customer and adjust the End date so that the total Term length is the same.



Exhibit A

Edition	Contract Term	Users	Annual Sales Price	Total Price
Duo Access Edition	2021-06-23 2022-06-22	80.00	\$72.00	\$5,760.00
			SUBTOTAL:	\$5,760.00

Other Services	Volume	Sales Price	Total Price
Telephony per Month	8,000	\$0.00	\$0.00
		SUBTOTAL:	\$0.00

Dee Dee Brandt

From: Jeff Montgomery
Sent: Monday, April 26, 2021 10:40 AM
To: Dee Dee Brandt
Subject: Re: OKTA/Duo

We bought Yubi keys and Duo and the same time. We are just renewing Duo.

Jeff Montgomery
City of Fairhope
Director of Information Technology

From: Dee Dee Brandt <deedee.brandt@fairhopeal.gov>
Sent: Monday, April 26, 2021 10:39:03 AM
To: Jeff Montgomery <jeff.montgomery@fairhopeal.gov>
Subject: RE: OKTA/Duo

IS THIS THE YUBI KEYS we purchased in Feb 2020??

Dee Dee Brandt
Purchasing Manager
City of Fairhope
251 928-8003
deedee.brandt@fairhopeal.gov

From: Jeff Montgomery <jeff.montgomery@fairhopeal.gov>
Sent: Monday, April 26, 2021 10:37 AM
To: Dee Dee Brandt <deedee.brandt@fairhopeal.gov>
Subject: Fwd: OKTA/Duo

Dee Dee,

There are 2 providers for the dual authentication service for our current firewall. DUO and OKTA.

Duo is \$72.00 a unit and OKTA is \$92.00 + a support fee.

We went with DUO.

I attached a quote from OKTA.

Jeff Montgomery
City of Fairhope
Director of Information Technology



Duo Security Order Form

Order Information

Account Name: City of Fairhope, AL
 Duo Account ID: 0237-9434-85
 Quote Expiration Date: 1/30/2020

Subscription Term

Start Date*: 1/30/2020
 End Date: 6/22/2020
 Total Cost: \$7,669.49
 (Plus Applicable Taxes)

Payment Terms

Net Terms: 30 Days

Billing Terms: Annual, Upfront

Duo Security Contact Information

Duo Contact Name: Maddie Webb
 Duo Contact Email: mwebb@duosecurity.com

Duo Contact Phone: 402-960-5593

Customer Information

The information provided below will be used for invoicing purposes. Please verify the accuracy prior to signing the Order Form. Sales tax will be assessed, where applicable based on the Shipping Address. If Shipping Address is blank, billing information will be used for shipping/tax assessment.

Billing Contact Name: Fairhope Accounts Payable
 Billing Phone: (251) 990-0135
 Billing Email: ap@fairhopeal.gov
 Billing Address: PO Drawer 429, Fairhope, Alabama
 36533-0429, United States

Shipping Contact: Jeff Montgomery
 Shipping Phone: (251) 990-0135
 Shipping Email: jeffm@fairhopeal.gov
 Shipping Address: PO Drawer 429, Fairhope, Alabama
 36533, United States

My organization requires you reference a PO number:
 (for billing purposes only) _____

Customer must enter a Purchase Order number if a Purchase Order is required for payment processing. If no Purchase Order number is entered, Customer agrees that it has full authority to pay all invoices without a Purchase Order.

My organization is tax-exempt: _____

If you do not have the required documentation at this time, please email it directly to your Duo Security Contact listed above. If a valid tax certificate is not received at the time of order, tax will appear on your invoice.

By signing this Duo Security Order Form ("Order Form"), Customer expressly agrees that the terms of this Order Form and the separate written agreement mutually executed between Duo Security, Inc. ("Duo Security") and Customer ("Written Agreement" and together with the Order Form, the "Agreement") exclusively governs the relationship and agreement between Duo Security and Customer related to the Services. In the absence of a Written Agreement, Customer's signature on this Order Form binds it to all of the terms contained herein and the Duo Security terms, located at <https://www.duo.com/legal/terms> (in such case, collectively, the "Agreement"), which exclusively governs the relationship and agreement between Duo Security and Customer related to the Services. See Exhibit A for Description of Order of Services. The Agreement supersedes any other agreement or purported terms of any type, including, without limitation, the terms of any purchase order or other ordering document or quote that may be referenced or issued by either party. There will be no force or effect given to any different or additional terms contained in any purchase order or similar form issued by either party, even if signed by the parties and regardless of any statements to the contrary, unless such terms are included in an amendment in accordance with the Agreement. Customer acknowledges and agrees that any reference to a purchase order in this Order Form or any associated invoice is solely for Customer's record keeping and for billing purposes. No reference to or delivery of any of Duo Security's products, services or information to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions associated with any such purchase order or in any way be deemed to modify, alter, supersede or supplement the Agreement.

Acknowledgement and Acceptance:

Authorized Signature:

Name: _____

Title: _____

Date: _____

* If this is Customer's first Order Form with Duo Security, Duo Security reserves the right to move the "Start Date" forward to the date this Order Form was signed by Customer and adjust the End date so that the total Term length is the same.



Exhibit A

Edition	Contract Term	Users	Annual Sales Price	Total Price
Duo Access Edition	2020-01-30 2020-06-22	270.00	\$72.00	\$7,669.49
			SUBTOTAL:	\$7,669.49

Other Services	Volume	Sales Price	Total Price
Telephony per Month	27,000	\$0.00	\$0.00
		SUBTOTAL:	\$0.00

QUOTE CONFIRMATION



DEAR JEFF MONTGOMERY,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LFHG521	1/28/2020	OKTA	5955395	\$5,600.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
OKTA ENT IT ADAP MFA Mfg. Part#: P000020 Electronic distribution - NO MEDIA Contract: Sourcwell RFP 081419 Tech Catalog - Software (081419-CDW)	25	4778343	\$69.00	\$1,725.00
OKTA ENT IT UNIV DIR Mfg. Part#: P000055 Electronic distribution - NO MEDIA Contract: Sourcwell RFP 081419 Tech Catalog - Software (081419-CDW)	25	4773667	\$23.00	\$575.00
Okta Success Package Premier - technical support (renewal) - 1 year Mfg. Part#: P000103 UNSPSC: 81112201 Electronic distribution - NO MEDIA Contract: Sourcwell RFP 081419 Tech Catalog - Software (081419-CDW)	1	4773669	\$3,300.00	\$3,300.00

PURCHASER BILLING INFO	SUBTOTAL	\$5,600.00
Billing Address: CITY OF FAIRHOPE ACCTS PAYABLE 555 S SECTION ST PO DRAWER 429 FAIRHOPE, AL 36532-1609 Phone: (251) 928-8003 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$5,600.00
	DELIVER TO Shipping Address: CITY OF FAIRHOPE MAIN WAREHOUSE 555 S SECTION ST FAIRHOPE, AL 36532-1609 Shipping Method: ELECTRONIC DISTRIBUTION	

Need Assistance? CDW•G SALES CONTACT INFORMATION



Brian Krull

(866) 537-4660

briakru@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager

RESOLUTION NO. _____

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

[1] That the City of Fairhope did request, receive, and open bids for Metal Building-Fabrication Shop for the Public Works Department (Fleet Maintenance).
(Bid Number 019-21).

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

Please see attached Bid Tabulations for
Metal Building-Fabrication Shop
for the Public Works Department (Fleet Maintenance)

[3] After evaluating the bid proposals with the required bid specifications, with a total bid proposal of \$61,116.00, is now awarded the bid for Metal Building-Fabrication Shop for the Public Works Department (Fleet Maintenance).

Adopted on this 10th day of May, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Received 5/3/2021
 COF Project No. 1934

City of Fairhope
 Project Funding Request

Issuing Date: 4/30/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award Bid No. 019-21 Metal Building-Fabrication Shop for the Fleet Maintenance Department to Kemko, Inc.

Project Location: Fleet Maintenance

Presented to City Council: 5/10/2021

Funding Request Sponsor: Richard Johnson, Public Works Director
George Ladd, Supervisor Streets and Facilities Maintenance

Resolution #: _____
 Approved _____
 Changed _____
 Rejected _____

Project Cash Requirement Requested:
 Cost: \$ 61,116.00 (\$59,670.00 plus window \$1,446.00)

Vendor: Kemko Inc.

Project Engineer: n/a

Order Date: n/a Lead Time: _____

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: 002-16500
 G/L Acct Name: Buildings

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

Project Budgeted: \$ 48,695.00 (\$20K Storage building and \$28,695 balance from welding machine)
 Balance Sheet Item Included in projected cash flow

Over (Under) budget amount: \$ 12,421.00

Comments: This is a result of meeting with Utilities, PW and Mayor concerning welding and fabrication. It is the goal to relocate the welding function under the Fleet Maintenance Division of Public Works and erect a standing along fabrication shop.

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

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant _____ City Treasurer _____ Mayor _____

Purchasing Memo Date: 4/26/2021 Purchasing Memo Date: 4/26/2021 Delivered To Date: 4/30/2021

Request Approved Date: 4/30/2021 Request Approved Date: 4/30/2021 Approved Date: _____

Signatures: Aislin Stone Kim Creech Sherry Sullivan
 Aislin Stone Kim Creech Mayor Sherry Sullivan



MEMO

Sherry Sullivan
Mayor

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

Date: April 26, 2021

Council Members
Kevin G. Boone
Jay Robinson
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin

Re: Requesting Greensheet and City Council approval to award **Bid No. 019-21 Metal Bldg—Fabrication Shop for COF Fleet Maintenance**

Lisa A. Hanks, MMC
City Clerk

The Director of Public Works, Richard Johnson, is requesting the procurement of a 40x40x16.5 building to use for the fabrication and repair of parts for fleet maintenance division of Public Works.

Bid No. 019-21 Metal Bldg—Fabrication Shop for COF Fleet Maintenance was issued on April 6 2021 to multiple vendors and opened on April 20, 2021, 10:00 AM. 82 of 303 vendors who received the Invitation to Bid viewed the bid, and the City received 2 responses. The bid was properly advertised, emailed and listed on the City's website.

Kimberly Creech
City Treasurer

A Tabulation and Recommendation was composed (see attached). The Director of Public Works recommends award be made to KEMKO, Inc, the lowest responsive and responsible bidder for **FIFTY-NINE THOUSAND SIX HUNDRED SEVENTY DOLLARS (\$59,670.00)** for the building, and **ONE THOUSAND FOUR HUNDRED FORTY-SIX DOLLARS (\$ 1446.00)** for the Alternate Additive window.

Please construct a greensheet and place on the next City Council Agenda this request to award Bid No. 019-21 Metal Bldg—Fabrication Shop for COF Fleet Maintenance to KEMKO INC. for \$59-670.00 for the 40x40x16.5 bldg, and \$1,446 for window.

61 North Section Street PO
Drawer 429
Fairhope, Alabama 36533

Cc: file, Richard Johnson, George Ladd; Clint Steadham

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

PROJECT REQUEST FORM

Project Owner: Richard Johnson Department: Fleet Maintenance
Bid Number and Name: Bid 019-21 Metal Building Fabrication Shop
Budget Amount: Est - <\$60K Budget Code: Gas per Mayor
Anticipated Start Date: June 2021 Project Duration: 30-60 Days
Bid Duration: Minimal Engineer of Record: RDJ - Foundation/Site

Pre-Bid Meeting: No Yes Date: _____ Mandatory Non-Mandatory

Scope of Work Provided By: R.D. Johnson Contract Extensions: No Yes

Project Administered: Internally Externally By: RD Johnson

Bidders List Review: No Yes By: RD Johnson

Tax Exempt Project: No Yes Insurance Requirements: Minimum Maximum

Bonds: Bid Performance Labor & Materials Contract: Standard Construction Professional

Related Bids/RFs: See PE Buildings for Rec and Electric Bid Opening: _____

Force Account Project: No Yes Estimated Amount: \$8,000 (foundation) Budget Code: Gas

Notes: This is a result of meeting with Utilities, PW and Mayor concerning welding and fabrication.

It is the goal to relocate this function under the Mech. Maintenance Division of PW and erect a stand-

alone fabrication shop at the Mech. Maint. Compound - funding is proposed to be out of the Gas Capital Equip/Proj Fund

SIGNATURES

Requestor: Richard D. Johnson, PE Digitally signed by Richard D. Johnson, PE Date: 2021.04.02 09:24:13 -05'00'

Finance Manager:

City Treasurer: Kimberly Creech Kimberly Creech (Apr 2, 2021 14:02 CDT)

Mayor: Sherry Sullivan Sherry Sullivan (Apr 2, 2021 14:03 CDT)

**CITY OF FAIRHOPE
 TAB AND RECOMMENDATION
 RFQ NO: 019-21**

**BID NAME: Metal Building Fabrication Shop for COF Fleet Maintenance
 BID OPENED: April 20, 2021 - 9:00 a.m.**

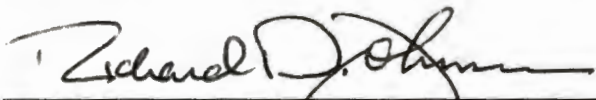
THIS BID WAS ISSUED TO 303 VENDORS AND VIEWED BY 81

Vendor	Pre-Engineered Metal Building 40x40x16.5'	Additive Alternate 36"x72" metal framed window	Response Form Signed / Notarized	Addenda No. 1
MAD DASH INC. dba Southern Steel Structures**	\$47,117.00	\$478.00	yes	yes
KEMKO, INC	\$59,670.00	\$1,446.00	yes	yes

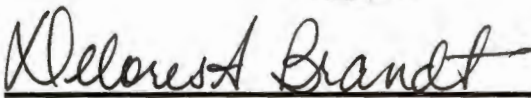
** Contingencies submitted with bid from SSS indicate this is not a firm bid, therefore, non-responsive and non-responsible

Recommendation: Award to KEMKO INC.

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


 Richard D Johnson, Director of Public Works

4/26/2021
 Date


 Signature
 Delores A Brandt, Purchasing Manager

4/26/2021
 Date

ITEM II
CITY OF FAIRHOPE
BID RESPONSE FORM

DATE: 4, 19, 21

BID NO.: 019-21
BID NAME: Metal Bldg. -Fabrication Shop for COF Fleet Maintenance

The City agrees to provide the following materials:

Foundation-- per specs and engineering design provided by the winning Bidder

*** We propose to meet or exceed the above specifications at: (see Scope of Work and Specifications)

One 40'x40'x16.5' pre-engineered metal building,
on a foundation to be provided by City,
per specifications provided by the winning bidder

\$ 59,670⁰⁰

Additive Alternative - 36" x 72" Metal Framed
Window (between Walk-Thru & Roll-Up Door)

\$ 1446⁰⁰

Addenda No: # 1

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

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

Witness our hands this 19 day of April, 2021.

If Individual or Partnership

(Name of Individual or Partnership)
Y. CHARLES EARLE III

(Print Name of Representative Authorized to sign Quotations and Contracts for the firm)

(Name of Partner Print)

(Name of Partner Print)

G. Charles Earle III
 (Signature of Representative Authorized to sign Quotations and Contracts for the firm)
 27153 POLLARD RD.
 (Address)
 DAPHNE, AL 36526
 (Address)
 (Address)
 Phone Number (251) 626-0594 Fax Number N/A
 Primary e-mail address charlie@kemkobuildings.com
 Alabama Contractor's License No. 38478 Alabama Foreign Corporation _____

If Corporation or LLC

Company KEMKO, INC. State of Incorporation ALABAMA
 Company Representative Y. CHARLES EARLE III
 (Print Name of Representative Authorized to sign Quotations and Contracts for the firm)
 Company Representative G. Charles Earle III
 (Signature of Representative Authorized to sign Quotations and Contracts for the firm)
 Address 27153 POLLARD RD
DAPHNE, AL 36526
 Phone Number (251) 626-0594 Fax Number N/A
 Primary e-mail address charlie@kemkobuildings.com
 Alabama Contractor's License No. 38478 Alabama Foreign Corporation _____

THIS MUST BE NOTARIZED!

STATE OF Alabama }
 COUNTY OF Baldwin } ss:

I, the undersigned authority in and for said State and County, hereby certify that
Y. Charles Earle, III, as salesman
 (Type name of quotation signer here) (Type Title of quotation signer here)
 respectively, of Kemko, Inc
 (Type company name here)

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

Given under my hand and Notary Seal on this 19th day of April, 2021.

Janely A. Shea
 Notary Public
 My Commission Expires: 9/13/2020



CONTRACTOR INFORMATION

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

BID. 019-21 Metal Bldg.—Fabrication Shop for COF Fleet Maintenance

Business Organization

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

KEMKO, INC.
Doing-Business-As Name of Bidr _____

Principal Office Address:

27153 POLLARD RD
DAPHNE, AL 36526

Telephone Number: 251 626-0594

Fax Number: NA

Email address: CHARLIE@KEMKOBUILDINGS.COM

Website: _____

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

Corporation

Partnership _____

Individual _____

Joint Venture _____

Other (describe): _____

Corporation Statement

If a corporation, answer the following:

Date of incorporation: JUNE 20 1964

Location of incorporation: ALABAMA

The corporation is held: Publicly _____

Privately

Partnership Statement

If a partnership, answer the following:

Date of organization: _____

Location of organization: _____

The partnership is: General _____

Limited _____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____

Location of organization: _____

JV Agreement recorded? Yes _____

No _____

Contact _____ Email _____

Mailing address _____

Phone _____

END OF CONTRACTOR INFORMATION SECTION

ADDENDUM #1
CITY OF FAIRHOPE

Bid 019-21 Metal Bldg—Fabrication Shop for COF Fleet Maintenance

Question #1: "Is the building a 40'x40'x16'5" or a 30'x50'x10' building? The Bid response form has a 40'x40'x16'5" and Scope of Work page has a 30'x50'x10' "

Answer #1: 40 X 40 x 16.5 is the correct size. Please discard page one of ITEM VIII Scope of Work and Specifications (labelled page 13) and replace with the attached.

Bidders are to sign and include signed **Addendum #1** with submitted bid documents.

Acknowledged:

KEMHO, Inc.
Company
[Signature]
By

Dee Dee Brandt
Purchasing Manager
City of Fairhope
Posted: 4/6/2021



CITY OF FAIRHOPE

BID 019- 21 Metal Bldg. –Fabrication Shop for COF Fleet Maintenance

BID # 019-21 Metal Bldg. –Fabrication Shop for COF Fleet Maintenance
Project: PW2021 011 Metal Bldg Fabrication Shop for Fleet Maintenance

BID date issued April 6, 2021

Submit Bid by e-mail to deedee.brandt@fairhopeal.gov

Receipt of quotations by City Deadline Tuesday, April 20, 2021 9:00 a.m.

Submittal to include Submit signed Quotation (scanned pdf file is acceptable to deedee.brandt@fairhopeal.gov

‘BID # 019-21 Metal Bldg. Fabrication Shop for Fleet Maintenance” in subject line of e-mail or deliver signed quotation to City Services and Utilities Bldg. located at 555 S. Section Street, Fairhope, before the deadline.

Direct all questions to Dee Dee Brandt Purchasing Manager
deedes.brandt@fairhopeal.gov

ITEM II
CITY OF FAIRHOPE
BID RESPONSE FORM

DATE: 4 / 20 / 2021

BID NO.: 019-21
BID NAME: Metal Bldg. –Fabrication Shop for COF Fleet Maintenance

The City agrees to provide the following materials:

Foundation-- per specs and engineering design provided by the winning Bidder

*** We propose to meet or exceed the above specifications at: (see Scope of Work and Specifications)

One 40'x40'x16.5' pre-engineered metal building,
on a foundation to be provided by City,
per specifications provided by the winning bidder \$ \$47,117.00

Additive Alternative – 36" x 72" Metal Framed
Window (between Walk-Thru & Roll-Up Door) \$ \$478.00

Addenda No: 1

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

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

Witness our hands this 20th day of April, 2021.

If Individual or Partnership

n/a
(Name of Individual or Partnership)

(Print Name of Representative Authorized to sign Quotations and Contracts for the firm)

(Name of Partner Print)

(Name of Partner Print)

(Signature of Representative Authorized to sign Quotations and Contracts for the firm)

(Address)

(Address)

(Address)

Phone Number _____ Fax Number _____

Primary e-mail address _____

Alabama Contractor's License No. _____ Alabama Foreign Corporation _____

If Corporation or LLC

MAD DASH, INC
Company d/b/a SOUTHERN STEEL STRUCTURES State of Incorporation AL

Company Representative LINDA C SANSOM, President
(Print Name of Representative Authorized to sign Quotations and Contracts for the firm)

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

Address Office: Home:
2210 Main Street, Ste G 106 Sandy Shoal Loop
Daphne, AL 36532 Fairhope, AL 36532

Phone Number off: 251-625-3333 Fax Number _____
cell: 251-402-7318

Primary e-mail address STEELBLDGLADY@AOL.COM

Alabama Contractor's License No. 38860 Alabama Foreign Corporation _____

THIS MUST BE NOTARIZED!

STATE OF Alabama
COUNTY OF Baldwin } ss:

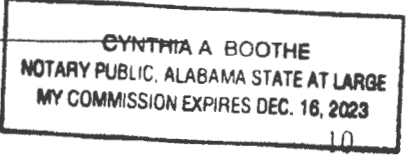
I, the undersigned authority in and for said State and County, hereby certify that
LINDA CORNELIUS SANSOM, as PRESIDENT
(Type name of quotation signer here) (Type Title of quotation signer here)

respectively, of MAD DASH, INC D/B/A/ SOUTHERN STEEL STRUCTURES
(Type company name here)

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

Given under my hand and Notary Seal on this 20th day of April, 2021.

Cynthia A Boothe
Notary Public
My Commission Expires: _____



END OF BID RESPONSE FORM



STEEL STRUCTURES
2210 Main Street
Daphne, AL 36526
(251) 625-3333 * (251) 625-3344 fax

CONTINGENCY:

PLEASE NOTE THAT DESPITE BEST EFFORTS BY COF STAFF, SOME QUESTIONS ON OUR RFI WERE NOT ANSWERED PRIOR TO BID OPENING. AS SUCH, PLEASE INCLUDE THE FOLLOWING AS PART OF OUR PROPOSAL:

- MARKET DEMAND HAS RESULTED IN UNPRECEDENTED AND SUDDEN SPIKES IN THE STEEL MARKET, LIMITED DOMESTIC SUPPLY, AND EXTENDED LEAD TIMES . THIS IS AN INDUSTRY-WIDE CHALLENGE, AND IT IS HIGHLY UNLIKELY THAT THE EXPECTED TIME LINES SET FORTH IN THE BID SPECIFICATIONS CAN BE MET, AND LIQUIDATED DAMAGES SHOULD NOT APPLY.
- SINCE NOVEMBER 2020, WE RECEIVE PRICE INCREASE NOTIFICATIONS EVERY 3+/- WEEKS OF APPX 8%-12%.
- IF WE ARE THE SUCCESSFUL BIDDER, NOTICE TO PROCEED MUST BE ISSUED BY MAY 6 FOR PRICE PROTECTION. IF AFTER THAT DATE, WE MUST APPLY ANY MATERIAL COST INCREASES THAT HAVE OCCURRED, TO THE *MATERIAL* PORTION OF THIS BID
- AFTER NOTICE TO PROCEED, OUR *CURRENT* ESTIMATED LEAD TIMES FOR NEW ORDERS ARE AS FOLLOWS:
 - STAMPED PERMIT DRAWINGS FOR STEEL BUILDING AND FOUNDATION – 6 WEEKS FROM NTP
 - DELIVERY OF STEEL STRUCTURE – 14-16 WEEKS FROM NTP
 - CONSTRUCTION TIME - < 2 WEEKS AFTER DELIVERY
- ALTHOUGH “SEE DRAWING” WAS REFERENCED IN THE SPECIFICATIONS, NO DRAWING WAS INCLUDED. ACCESSORIES (DOORS, WINDOWS, ETC.) WERE LOCATED AS BEST COULD BE DETERMINED BY THE DESCRIPTION.

OTHER NOTES:

- STAMPED ENGINEERED FOUNDATION DESIGN IS INCLUDED IN COST SHOWN.
- DELIVERY & ASSEMBLY OF STEEL PACKAGE AND ALL ACCESSORIES IS PROPOSED ON A SLAB BY CITY OF FAIRHOPE.
- ANCHOR BOLTS ARE INCLUDED IN OUR PROPOSAL. ANCHOR BOLT SETTING IS BY CITY OF FAIRHOPE. RE-CHECK OF ANCHOR BOLTS PRIOR TO POURING IS INCLUDED AT N/C TO CITY OF FAIRHOPE, ON REQUEST.
- SALES / USE TAX IS NOT INCLUDED IN COST SHOWN.
- PORTABLE TOILET, POWER SUPPLY, DUMPSTER OR TRASH RECEPTACLE IS BY CITY OF FAIRHOPE.

Respectfully Submitted by:

LINDA C SANSOM

ADDENDUM #1
CITY OF FAIRHOPE

Bid 019-21 Metal Bldg—Fabrication Shop for COF Fleet Maintenance

Question #1: "Is the building a 40'x40'x16'5" or a 30'x50'x10' building? The Bid response form has a 40'x40'x16'5" and Scope of Work page has a 30'x50'x10' "

Answer #1: **40 X 40 x 16.5 is the correct size. Please discard page one of ITEM VIII Scope of Work and Specifications (labelled page 13) and replace with the attached.**

Bidders are to sign and include signed **Addendum #1** with submitted bid documents.

Acknowledged:

Southern Steel Structures
Company
Linda C. Sansa
By

Dee Dee Brandt
Purchasing Manager
City of Fairhope
Posted: 4/6/2021

CONTRACTOR INFORMATION

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

BID. 019-21 Metal Bldg.—Fabrication Shop for COF Fleet Maintenance

Business Organization

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

MAD DASH, INC.

Doing-Business-As Name of Bidr

D/B/A SOUTHERN STEEL STRUCTURES

Principal Office Address:

2210 MAIN STREET, STE G

DAPHNE, AL 36526

Telephone Number: 251-625-3333

Fax Number: _____

Email address: STEELBLDGLADY@AOL.COM

Website: _____

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

Corporation

X

Partnership

Individual

Joint Venture

Other (describe): _____

Corporation Statement

If a corporation, answer the following:

Date of incorporation: 03/2006

Location of incorporation: MOBILE, AL

The corporation is held: Publicly X

Privately _____

Partnership Statement

If a partnership, answer the following:

Date of organization: _____

Location of organization: _____

The partnership is: General _____

Limited _____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____

Location of organization: _____

JV Agreement recorded? Yes _____

No _____

Contact LINDA CORNELIUS SANSOM Email STEELBLDGLADY@AOL.COM

Mailing address 2210 MAIN STREET, STE G DAPHNE, AL 36526

Phone 251-402-7318

END OF CONTRACTOR INFORMATION SECTION



COMMERCIAL REFERENCES

ADAM METCALFE*
Metcalf & Co
251-610-0069
adam@metcalfeco.com

KEVIN FISCHER*
Hwy 181 Car Wash
251-508-7375
kevinfischer2539@gmail.com

MIKE CHAPMAN*
Regal Motor Coach Storage
251-209-6174 cell
mike@southernbuildingstructure.com

DARREN TODD*
Elite Storage
251-680-5642
elitestorageusa@gmail.com

MICHAEL TAYLOR
Oyster Bay Storage
251-284-4372
Michael@headwaterholdings.com

DAVID MARTIN*
SCC GROUP, LLC
251-533-4310
dmartin@scgroupllc.com

SID SEXTON*
Sextons Lawn & Landscape
251-626-3309
sid@sextonlandscapes.com

RICHARD TAPSCOTT*
Sycamore Construction Inc
251-554-7708
rtapscott1@gmail.com

TYLER PITTS*
Pitts Construction Co
251-656-4284
tyler@pittsconstruction.com

JASON HAFFNER
251-942-7651
jasonhaffner@gmail.com

*more than one / multiple projects

Company Notifications

Price Adjustment

Please note that Ceco Building Systems has updated pricing on Express Buildings effective 4/26/2021. Any orders submitted after 8 am on 4/26 must be brought up to current pricing levels.

REVISED EXTENDED LEAD TIME

Our deliveries have been extended to **24 weeks** and lead times for permit/approval drawings **8 weeks**

Due to high volume and steel demand the Express Group will only be processing work generated by the software. Additional conditions not offered on the website or special quotes will be suspended till further notice.

Continue

Kimberly Creech

From: SteelBldgLady <steelbldglady@aol.com>
Sent: Tuesday, April 20, 2021 6:03 PM
To: Dee Dee Brandt
Subject: Re: Fairhope

SENT FROM AN EXTERNAL ADDRESS

Hi Deedee,
We can extend the current price protection until May 12.
Linda

Linda Cornelius
Southern Steel Structures
Specializing in Pre-Engineered Steel Buildings
2210 Main Street
Daphne, AL 36526
251-625-3333 Office
251-625-3344 Fax
251-402-7318 Cell

-----Original Message-----

From: Dee Dee Brandt <deedee.brandt@fairhopeal.gov>
To: The SteelBldgLady <steelbldglady@aol.com>
Sent: Tue, Apr 20, 2021 12:32 pm
Subject: Fairhope

Hi Linda:

Regarding the bid opening this morning: I want to respond to your comments and questions submitted with your bid. In your **second bullet** regarding the continuing price increases, I assume you have accounted for that in your bid response.

We have to follow our procedures for bids and recommendations to Council. The Council awards the bids, and they meet 2x a month. This bid information will be on **May 10 agenda**. We **cannot issue a NOTICE TO PROCEED before May 12**. Once the bid is submitted and awarded, pricing cannot be changed, unless the work changes, requiring a Change Order and approval. So if you cannot guarantee your prices through May 12, then we will have to recommend award to the next bidder.

As to the taxes not being added, The City is a tax exempt entity. There are forms for the awarded vendor to use the City's Tax exemption before items are purchased that are set up thru the State--takes up to 10 days or so.

Please let me know regarding guaranteeing your pricing thru May 12.

Dee Dee Brandt
Purchasing Manager
City of Fairhope
251 928-8003
deedee.brandt@fairhopeal.gov

-----Original Message-----

From: The SteelBldgLady <steelbldglady@aol.com>
Sent: Tuesday, April 20, 2021 7:31 AM
To: Dee Dee Brandt <deedee.brandt@fairhopeal.gov>
Subject: Bid opening

SENT FROM AN EXTERNAL ADDRESS

Hi DeeDee,

I just realized I need the bid notarized prior to 9:00 deadline. Does the City offer that service?

Linda

Dee Dee Brandt

Purchasing Manager

City of Fairhope

251 928-8003

deedee.brandt@fairhopeal.gov



2210 Main Street
Daphne, AL 36526
(251) 625-3333 * (251) 625-3344 fax

April 26, 2021

CITY OF FAIRHOPE – PURCHASING DEPT
ATTN: DeeDee Brandt
555 S. Section Street
Fairhope, AL 36532

RE: Bid # 019-21 Fabrication Shop for Fleet Maintenance

Dear Mrs. Brandt,

My company was the apparent low bidder on the above project, which is slated to be before City Council on 5/12. Although I had a contingency in my bid regarding pricing, I was given a conditional commitment by the manufacturer to hold pricing until that date, as no official price increases had been announced at that time.

Unfortunately, due to an unexpected sharp increase in demand last week, and very limited supply, prices were adjusted, without notice, over the weekend. Please see attached snip of my screen, which was the only notice given. The increase was appx 12.5% (on the steel portion only), which is reflected in our revised bid below.

This is an unprecedented time in the steel market, and I while I expect pricing will be volatile for some time, we will not be at risk for additional increases once we commit to purchase the steel. I hope this will be the only time I have to revisit pricing prior to the 12th, and appreciate you updating my bid.

- a) Base Bid: \$51,500 (increase of \$4,383)
- b) Alternate #1: \$478 (no change)

Thank you for your attention to this matter. Please kindly acknowledge receipt of the updated bid, and let me know if you have any questions.

Respectfully,

A handwritten signature in black ink, appearing to read "Linda C Sansom".

LINDA C SANSOM

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to procure One 6 inch High Head Diesel-Trailer Mounted Bypass Pump for the Sewer Department; and the equipment is available for direct procurement through the Sourcewell Purchasing Co-op Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$43,141.00.

Adopted on this 10th day of May, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 4/30/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of One (1) 6" High Head Diesel-Trailer Mounted Bypass Pump for the Sewer Department through Sourcewell

MAY 5 21 AM 1:31

JAN

Project Location: Sewer Department

Presented to City Council: 5/10/2021

Resolution # :
Approved _____

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

Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 43,141.00

\$ _____

Vendor: Sourcewell Contract #012418-TPM

Project Engineer: n/a

Order Date: n/a Lead Time: _____

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: 004-16030
G/L Acct Name: Vehicle & Equipment

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

Project Budgeted: \$ 60,000.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ (16,859.00)

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

Comments:

This is a large pump that can be used at the high capacity lift stations to do a complete pump around for maintenance or station replacement. Pump will handle large flows up to 2600 GPM at higher discharge heads.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 4/27/2021

Purchasing Memo Date: 4/27/2021

Delivered To Date: 4/30/2021

Request Approved Date: 4/30/2021

Request Approved Date: 4/30/2021

Approved Date: _____

Signatures: Aislinn Stone
Aislinn Stone

Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

Sherry Sullivan
Mayor

To: Kim Creech, Treasurer

From:

Delores A Brandt
Delores A Brandt, Purchasing Manager

Date: April 27, 2021

Council Members:

Kevin G. Boone
Jack Burrell, ACMO
Jimmy Conyers
Corey Martin
Jay Robinson

Re: Council Approval -- request for over \$10,000 budgeted procurement of 6 " High Head Diesel Emergency, Trailer Mounted Bypass Pump for the Sewer Department, through Sourcewell purchasing group

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

The Sewer Department requests approval to procure Thompson Pump model: 6JSCE-DCUST-2.8T-M . See attached quotation. The vendor will be **Thompson Pump & Manufacturing Co.** through **Sourcewell** Purchasing Group **CONTRACT #012418-TPM**. This is a large pump that can be used at the high capacity lift stations to do a complete pump around for maintenance or for station replacement. Pump will handle large flows up to 2600 GPM at higher discharge heads. (150 ft +)

The budgeted amount for this purchase is \$60,000.00, and the quoted price for the pump is **FORTY-THREE THOUSAND ONE HUNDRED FORTY-ONE DOLLARS (\$43,141.00)**.

Please compose a greensheet and forward to City Council to approve this procurement of for the Sewer Department at a cost of \$43,141.00

Cc: file, Jason Langley, Tim Manuel, Mayor Sherry Sullivan

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

251-928-2136 (p)

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Jason S Langley

Date: 2/21/2021

Department: Water & Sewer

ITEM OR SERVICE INFORMATION

1. **What item or service do you need to purchase?** 6" High head Diesel Emergency bypass pump
2. **What is the total cost of the item or service?** \$43,141.00
3. **Where will the item or service be physically located?** 555 S. Section Street
4. **What is the primary function of the item or service?** For emergency pump bypass of lift stations. During storm events and/or maintenance.
5. **How many do you need?** One
6. **Item or Service Is:** New Used Replacement Annual Request
7. **When do you anticipate implementation?** Soon as possible
8. **Additional Information or Comments:** This is a large pump that can be used at the high capacity lift stations to do a complete pump around for maintenance or station replacement. Pump will handle large flows up to 2600 GPM at higher discharge heads. (150ft +). **SOURCEWELL CONTRACT # 012418-TPM**
9. **Vendor Name:** Thompson Pump & Manufacturing Co.
10. **Vendor Number:** Click or tap here to enter text.

BUDGET INFORMATION

1. **Is it budgeted?** Yes No Emergency Request
2. **If budgeted, what is the budgeted amount?** \$60,000
3. **What is the Capital Project Name or Budget Code:** 004-16300
4. **Check any applicable boxes:** State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

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



Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

April 26, 2021

Reference: Quote # GULF-BL-2133

City of Fairhope
161 North Section Street
Fairhope, AL 36532

Ph: (251) 928-2136
Utilities: (251) 928-8003
E: jason.langley@fairhopeal.gov

RE: FY 2020-2021 Thompson Pump – 6” Compressor-Assisted, Trailer Mounted Pump

Attn: Jason Langley

Thank you for your interest in Thompson Pump & Manufacturing and the products and services that we provide. The pricing below is for (1) 6” High Efficiency, Compressor-Assisted By-Pass Pump.

The Sourcewell contract, formerly NJPA (**N**ational **J**oint **P**owers **A**lliance), serves as a National Municipal Contracting Agency which enables the City of Fairhope to avoid the hassle and expense of purchasing this pump through the public bid process. Sourcewell facilitates a “**competitive bidding process**” on behalf of its members’ establishing a legal contract pathway which allows you to choose the products and equipment you want while saving you time and money. Our Sourcewell contract number is: 012418-TPM. You can also visit us on the Sourcewell website at www.sourcewell-mn.gov or by entering “Thompson Pump” or our contract number (012418-TPM) to view our contractors’ page. **The City’s current Sourcewell contract membership ID is: 2216.**

Sourcewell Contract # 012418-TPM

Category: Facility, Maintenance, Repair, and Operations

Description: Public Utility Equipment with Related Accessories and Supplies

Maturity Date: 3-14-2022

Should you require further information or have any questions, please feel free to contact me directly.

Sincerely,

Thompson Pump & Manufacturing
Municipal Sales
Office 386.944.4133
Cell 386.212.6999
Email: blee@thompsonpump.com



Municipal Sales
 4620 City Center Dr., Port Orange, FL, USA 32119
 (800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

SOURCEWELL CONTRACT # 012418-TPM - PRICE QUOTE

Description	Qty	Unit Price	Subtotal
<p>• No specified duty point for this quote</p> <p>Thompson Pump Model: 6JSCE-DCUST-2.8-M</p> <p>→ 6" x 6" High Efficiency, Compressor-Assisted Pump</p> <p>→ Performance: 2,680 GPM Max, 190 TDH Max</p> <p>→ Max. Solids Handling: 3" Solids (spherical)</p> <p>→ Engine: Cummins QSB2.8, Diesel powered, 4-cycle, Final Tier IV engine</p> <p>→ Priming System: Enviroprime® is a "Green" compressor priming system that is environmentally friendly. It does not spew raw sewage/material being pumped onto the ground.</p> <p>→ Mounting: Highway-type trailer with integrated fuel cell. Includes diamond plate fenders, cushioning suspension, tow-bar, electric brakes, pintle hitch & DOT tail light package.</p> <p>→ Fuel tank: 114-gallon fuel cell. Max operating time is: 39-Hours</p> <p>→ Control Panel: Manual on/off</p> <p>Additional Options:</p> <p>→ Upgrade to Auto Start/Stop control panel via floats</p> <p>→ Battery Charger</p>	1	\$39,279	\$39,279
	1	\$2,791	\$2,791
	1	\$471	\$471
Total for pump & freight			\$43,141

*** Terms & Conditions ***

• FOB: \$600
• TERMS: NET 30-DAYS (WITH APPROVED CREDIT)
• DELIVERY: 10-12 WEEKS OR SOONER AFTER RECEIPT OF A HARD COPY PURCHASE ORDER
• FREIGHT RATES: ANY & ALL FREIGHT RATES QUOTED ARE FOR BUDGETARY PURPOSES ONLY. ALL FREIGHT RATES QUOTED ARE AN ESTIMATE ONLY & ARE NOT BINDING TO THOMPSON PUMP
• PLEASE PROVIDE A TAX EXEMPTION CERTIFICATE AT TIME OF ORDER IF APPLICABLE / SALES TAX NOT INCLUDED IN QUOTATION
• NO PENALTIES OR LIQUIDATED DAMAGES ARE ACCEPTABLE
• CANCELLATION OF THIS ORDER OR RETURN OF THIS UNIT MAY RESULT IN RE-STOCKING FEES
• THIS QUOTE IS VALID FOR 30 DAYS



Model: 6" Compressor-Assisted Solids Handling Pump

Name: 6JSCE

With its heavy-duty cast-iron construction and fast priming capabilities, the Thompson 6JSCE solids handling end suction centrifugal pump leads the industry in construction, industrial and municipal applications. The Thompson 6JSCE is designed for moderate flows up to 2,680 gpm and heads up to 190 feet making it perfect for sewage bypass pumping or general construction dewatering.



Photo shown may not be exact model.

Consult factory for other options including but not limited to trailers and stainless steel impellers.

Pump End Materials	
Pump Casing	Heavy-duty class 30 ductile iron.
Impeller	Dynamically balanced, non-clogging, enclosed, 65-45-12 ductile iron with rear-equalizing vanes to reduce axial loading and prolong seal and bearing life; diameter 12".
Mechanical Seal	Dry-running, grease or oil lubricated with tungsten carbide rotating and silicon carbide stationary seal faces. Single inside mounted, non-pusher type with self-adjusting elastomeric bellows. Other components are 304 stainless steel and Viton.
Head	Rugged, back pull out design, heavy-duty class 30 cast iron with tapered bore design.
Bearings	Heavy-duty grease lubricated to carry both axial and radial loads.
Bearing Frame	Heavy-duty class 30 ductile iron.
Shaft	SAE 1144 steel fitted with a 416 stainless steel shaft sleeve.

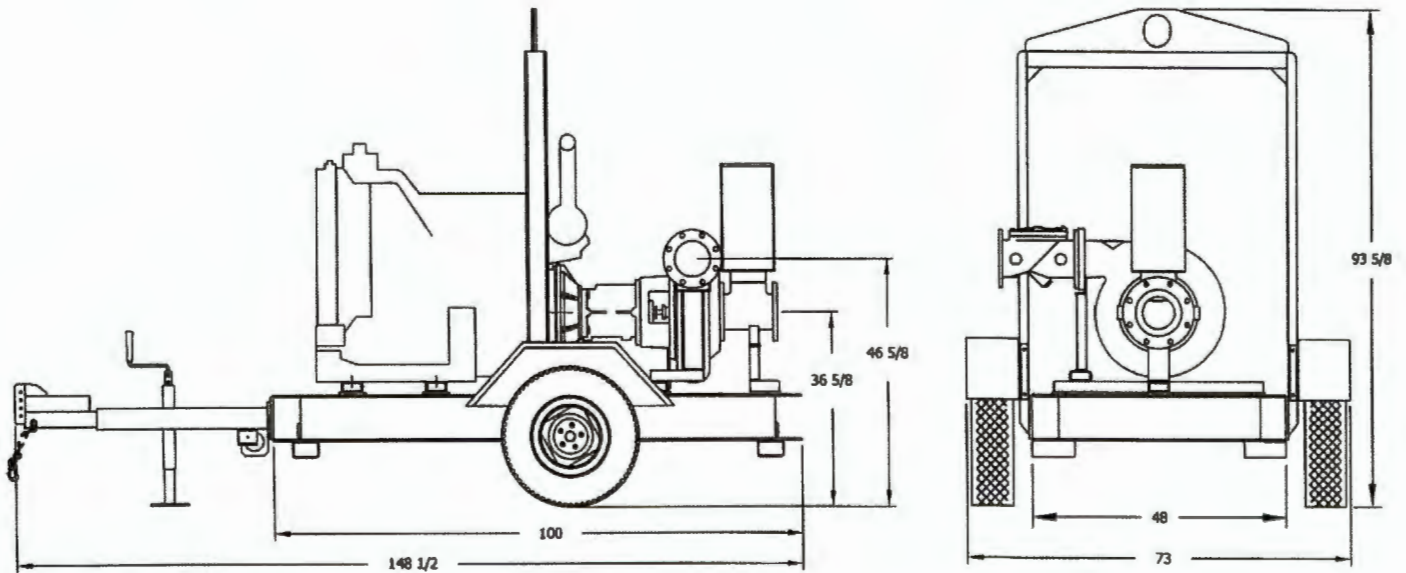
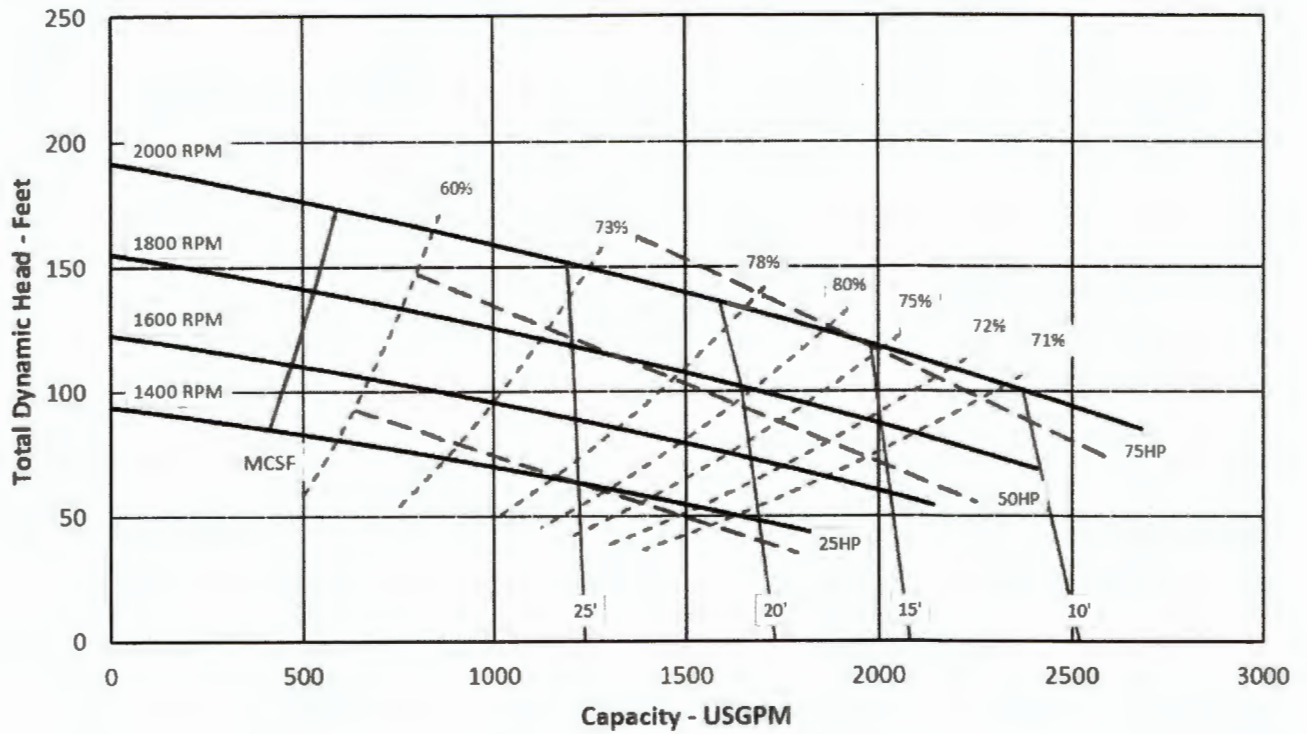
Technical Specifications			
Suction Size	6 in (15.24 cm)	Approximate Dry Weight	3,150 lbs (1,428.81 kg)
Discharge Size	6 in (15.24 cm)	Best Efficiency	80%
Maximum Solids Handling	3 in (7.62 cm)	Maximum Operating Speed	2,000 rpm
Maximum Operating Temperature	200° F (93.33° C)	Maximum Operating Pressure	82.3 psi (567.10 kPa)

Fuel Tank Options*	Deutz	Cummins
Modular (M)	114 Gal	39 Hours
Double-Wall (D)	105 Gal	35 Hours
Modular Large Capacity (X)	200 Gal	68 Hours
Double-Wall Large Capacity (Z)	150 Gal	51 Hours

*Contact factory for fuel tank sizes not listed above.

Thompson Pump and Manufacturing Co., Inc.
 4620 City Center Drive, Port Orange, FL 32129 USA
www.thompsonpump.com

Nationwide 800-767-7310 • International +1-386-767-7310
sales@thompsonpump.com May-20



Deutz TD3.6L4— 74 hp @ 2,400 rpm				
Typical Operating Speed	2,000 rpm	Engine Speed	Fuel Economy	Run Time*
Maximum Head	190 ft (57.91 m)	2,000 rpm	0.371 lb/hp-hr	25 hrs
Maximum Flow Capacity	2,680 gpm (608.36 m ³ /hr)	1,800 rpm	0.366 lb/hp-hr	34 hrs
Maximum Fuel Consumption	4.5 gph (17.03 L/hr)	1,600 rpm	0.359 lb/hp-hr	40 hrs

Cummins QSB2.8—74 hp @ 2,400 rpm				
Typical Operating Speed	2,000 rpm	Engine Speed	Fuel Economy	Run
Maximum Head	190 ft (57.91 m)	2,000 rpm	0.387 lb/hp-hr	24 hrs
Maximum Flow Capacity	2,680 gpm (608.36 m ³ /hr)	1,800 rpm	0.378 lb/hp-hr	33 hrs
Maximum Fuel Consumption	4.68 gph (17.75 L/hr)	1,600 rpm	0.372 lb/hp-hr	39 hrs

*Engine run times calculated based on a 114 gallon fuel tank.

Specifications and illustrations are subject to revision without notice and without incurring any obligation for previous or subsequent equipment sold. Thompson Pump (ISO 9001:2015) makes no representation regarding the completeness or accuracy of this information and is not liable for any direct or indirect damages arising from or relating to this information or its use. Capacity & Head are shown for comparative purposes. Consult Thompson factory for exact capabilities.

From: Brian Lee
To: Jason Langley
Subject: Thompson Pump Sourcewell Quote
Date: Monday, April 19, 2021 2:51:08 PM
Attachments: image001.png

SENT FROM AN EXTERNAL ADDRESS

Hi Jason,

Per your request, we are providing pricing on Thompson Pump model: **6JSCE-DCUST-2.8T-M**. This pump is currently shown with the Cummins diesel engine, trailer mounted and open (no canopy) with auto start/stop functionality via floats, battery charger and DOT tail light package. Your price for this pump is **\$43,141.00**.

The City's Soucewell contract number is 2216. I have attached a link below to your contract page on the Sourcewell website as well as the specification sheet on this pump for your review. Again, I will follow up with your hardcopy quote on Wednesday.

<https://www.sourcewell-mn.gov/node/400116>

Thank you for reaching out and I'll be back in touch soon.

Brian Lee

Municipal Sales
Thompson Pump & Manufacturing Co.
4620 City Center Drive
Port Orange, FL 32129
Direct: (386) 944-4133
Fax: (386) 236-0824
Cell: (386) 212-6999
Email: blee@thompsonpump.com
Website: www.thompsonpump.com



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RESOLUTION NO. _____

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

[1] That the City of Fairhope approves the procurement of 24,500 feet pf P.E. 2708 2 IPS Gas Pipe for Inventory for the Gas Department at a total cost of \$26,215.00 pursuant to Code of Alabama 1975, Section 41-16-51(b)(7).

Adopted on this 10th day of May, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 4/30/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of 24500 linear feet of 2" PE pipe for inventory from IRBY MAY 3 2021 11:30 AM

Project Location: Warehouse inventory

Presented to City Council: 5/10/2021

Funding Request Sponsor: Terry Holman, Gas Superintendent
Clint Steadham, Buyer

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 26,215.00

Vendor: IRBY Utilities

Project Engineer: n/a

Order Date: n/a Lead Time: _____

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 XXX

Expense Code: 002-14016
G/L Acct Name: Inventory

Project Budgeted: \$ 26,215.00
Balance Sheet Item Included in projected cash flow

Over (Under) budget amount: \$ -

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

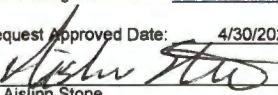
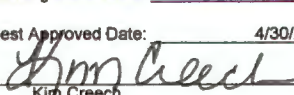
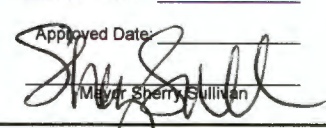
Grant: \$0.00 Federal - not to exceed amount
State _____
City _____
\$0.00 Local

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

Capital Lease: _____ - Payment _____ Term _____

Comments: The pipe is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7).

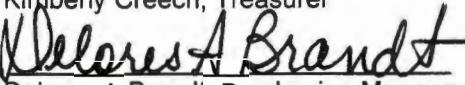
City Council Prior Approval/Date? _____

Senior Accountant	City Treasurer	Mayor
Purchasing Memo Date: <u>4/21/2021</u>	Purchasing Memo Date: <u>4/21/2021</u>	Delivered To Date: <u>4/30/2021</u>
Request Approved Date: <u>4/30/2021</u>	Request Approved Date: <u>4/30/2021</u>	Approved Date: _____
Signatures: <u></u> Aislinn Stone	<u></u> Kim Creech	<u></u> Mayor Sherry Sullivan



MEMO

Sherry Sullivan
Mayor

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

Council Members:
Kevin G. Boone
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin
Jay Robinson

Date: April 21, 2021

Re: Greensheet/ City Council approval to replenish inventory of gas pipe for the Gas Department

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

City Council approved the budget for FY2021, The Gas Dept has a need to replenish inventory of gas pipe, in the amount of **TWENTY-SIX THOUSAND TWO HUNDRED FIFTEEN DOLLARS (\$26,215.00) for 24,500 linear feet of pipe**. Quotes were received from five vendors, and the quote from IRBY is the lowest quoted pricing (see attached). This request is over the \$10,000 operational budgeted item threshold and will therefore need City Council approval. The units are exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7), which states:

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

Please compose a greensheet and move forward to the next available City Council agenda, this procurement approval request for 24,500 LF of pipe at a total cost of \$26,215.00 from IRBY.

161 North Section St
PO Drawer 429
Fairhope, Alabama
36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

Cc: file; Terry Holman. Clint Steadham

PURCHASING DEPARTMENT REQUEST FORM

Requestor: Terry Holman Department: Gas

Project Name: Gas Department Inventory

Brief Project Description: 2" PE Gas Pipe

Project Category: Item Bid Professional Service Other

Budget Amount: Inventory Budget Code: 002-14015

BID USE ONLY

Anticipated Start Date: _____ Project Duration: _____

Bid Duration: _____ Engineering Record: _____

Pre-Bid Meeting: No Yes Date: _____ Mandatory Non-Mandatory

Scope of Work Provided By: _____ Contract Extensions: No Yes

Project Administered: Internally Externally By: _____

Bidders List Review: No Yes By: _____

Tax Exempt Project: No Yes Insurance Requirements: Minimum Maximum

Bonds: Bid Performance Labor & Materials Contract: Standard Construction Service

Related Bids/RFs: _____ Bid Opening: _____

FORCE ACCOUNT INFORMATION ONLY

Force Account Project: No Yes Estimated Amount: _____ Budget Code: _____

Notes: _____

SIGNATURES

Requestor: 
Terry Holman (Apr 21, 2021 16:38 CDT)

Finance Manager:

City Treasurer: 
Kim Creech (Apr 21, 2021 18:20 CDT)

Mayor: 
Sherry Sullivan (Apr 22, 2021 10:03 CDT)

City Of Fairhope

555 S. Section Street Fairhope, AL 36532 P.O. Box 429

VENDOR IRBY

Department: Gas

Requisition #	
Date	4/13/21

ITEM DESCRIPTION	ETA	QTY (BX/CS)	EACH	TOTAL
#965 Gas Tubing 2 IPS 2708 PE	4-5 wks	21,000	1.07	22470 ⁰⁰
Price is good for 30 days				
<div style="border: 2px solid black; border-radius: 50%; padding: 10px; display: inline-block;"> 24,500' #26,215.⁰⁰ </div>				
FREIGHT		_____		
TOTAL QUOTE		22470 ⁰⁰		

Date Needed: Friday 4/16/21

Price Good Until: 05-16-2021

Quote furnished by: Sarah Turner

Clint Steadham

From: SINCLAIR Tressa <sinclair@irby.com>
Sent: Thursday, April 15, 2021 9:36 AM
To: DUNN Sarah; Clint Steadham
Subject: RE: GAS TUBING

SENT FROM AN EXTERNAL ADDRESS

Clint,

24,500' is a truck load and price is the same.

Tressa Sinclair
Branch Manager/Account Manager

Irby Utilities
5208 Sycamore Drive
Pensacola, Florida 32503

(Cell) 850-377-4429
(Email) sinclair@irby.com
(Web) www.irby.com



The information contained in this e-mail is intended only for the confidential use of the above named recipient. **If you are not the intended recipient or person responsible for delivering it to the intended recipient, you have received this communication in error and must not distribute or copy it.** Please accept the sender's apologies, notify the sender immediately by return e-mail and delete this communication. Thank you.

Please consider the environment before printing this email.

From: DUNN Sarah <dunn@irby.com>
Sent: Thursday, April 15, 2021 8:03 AM
To: Clint Steadham <Clint.Steadham@fairhopeal.gov>
Cc: SINCLAIR Tressa <sinclair@irby.com>
Subject: GAS TUBING

Thanks for the opportunity.

Have a good day

City Of Fairhope

555 S. Section Street Fairhope, AL 36532 P.O. Box 429

VENDOR: CONSOLIDATED PIPE & SUPPLY

Department: Gas

Requisition #	
Date	<u>4/13/21</u>

ITEM DESCRIPTION	ETA	QTY (BX/CS)	EACH	TOTAL
<u>#465 Gas Tubing 2 IPS 270.8 PF</u>		<u>21,000</u>	<u>1.096</u>	<u>22,890.00</u>
<u>DELIVERY: STOCK MATERIAL</u>				
FREIGHT				
TOTAL QUOTE				

Date Needed: Friday 4/16/21

Price Good Until: 4-14-21

Quote furnished by: Ek. Raul

City Of Fairhope

555 S. Section Street Fairhope, AL 36532 P.O. Box 429

VENDOR General Utility
Pipe & Supply
 Department: Gas

Requisition #	
Date	4/13/21

ITEM DESCRIPTION	ETA	QTY (EX/CS)	EACH	TOTAL
#465 Gas Tubing 2 IPS 2708 PE	Late May	21,000	1.11	23,310
2" IPS 2708 PE	Late May	24,500	1.10	26,950
Gas Pipe				
Pricing valid until - 4-21-21				
FREIGHT				
TOTAL QUOTE				

Date Needed: Friday 4/16/21

Price Good Until: 4/21/21

Quote furnished by: Kenny Ryan

Kenny Ryan

PORT CITY PIPE, INC.
P.O. BOX 850356 36685
921 DYKES ROAD SOUTH 36608
MOBILE, AL
US

Voice: 251-633-6921
Fax: 251-607-0358

QUOTATION

Quote Number: 04142021JW228
Quote Date: Apr 14, 2021
Page: 1

Quoted To:
FAIRHOPE GAS DEPT, CITY OF P.O. BOX 429 FAIRHOPE, AL 36532

Customer ID	Good Thru	Payment Terms	Sales Rep
FAIRHOPE GAS DEPT	5/14/21	Net 30 Days	RS

Quantity	Item	Description	Unit Price	Amount
21,000.00	GP-2-2406-500	2 IPS GAS TUBE PE 2706 X 600 FT ROLL	1.35	28,350.00
1.00	FR-FOB-DELIVERED	FOB DELIVERED; DELIVERED PRICES BASED ON THESE QUANTITIES***PRICING GOOD FOR 5 DAYS**4-6 WEEK LEAD TIME**		
			Subtotal	28,350.00
			Sales Tax	
			TOTAL	28,350.00

City Of Fairhope

555 S. Section Street Fairhope, AL 36532 P.O. Box 429

VENDOR M. T. Deason a division of Isco

Department: Gas

Requisition #	
Date	<u>4/13/21</u>

ITEM DESCRIPTION	ETA	QTY (BX/CS)	EACH	TOTAL
<u>#965 Gas Tubing 2 IPS 2708 PE</u>	Ship by <u>7/9/21</u>	<u>24,500</u> 21,000	1.39	34,055.00
J.M. Eagle Pipe, Truckload minimum 24,500 ft				
FREIGHT	Included			
TOTAL QUOTE	\$34,055.00			

Date Needed: Friday 4/16/21

Price Good Until: 4/21/21

Quote furnished by: Diane Clarke

DRISCOPLEX® 6500 Series

DRISCOPLEX® 6500 Series MDPE Gas Distribution Pipe



DRISCOPLEX® MDPE Pipe is manufactured to meet your needs in compliance with ASTM D2513, NSF Gas and DOT 49 CFR 192.

Selected sizes conform to CSA B137.4 and UPC product standards.

Produced from only the highest rated MDPE pipe material, DRISCOPLEX® 6500 Series Pipe is manufactured from a PE 2708 and PE 80 resin listed in PPI-TR4.

DRISCOPLEX® MDPE Pipe Advantages:

- ✓ Durable
- ✓ Leak Tight
- ✓ Excellent Flow
- ✓ Abrasion Resistant
- ✓ Fatigue Free
- ✓ Impact Resistant
- ✓ Trenchless Install
- ✓ Bend Radius
- ✓ Chemical Resistant
- ✓ UV Protection
- ✓ Flexibility
- ✓ Environmental

DriscoPlex MDPE Series Pipe Material Physical Properties		
Property	Standard	Typical Value†
Material Designation Code	ASTM D2513	PE 2708
Cell Classification	ASTM D3350	234373E; 234375E
Density [2]	ASTM D1505	0.939 g/cm ³ (Yellow)
Melt Index [3]	ASTM D1238	0.18 g/10 min
Flexural Modulus [4]	ASTM D790	>90,000 psi
Tensile Strength [3]	ASTM D638 Type IV	2,800 psi
SCG (PENT) [7]	ASTM F1473	>2,000 hours
HDB at 73°F (23°C) [3]	ASTM D2837	1,250 psi
Color; UV Stabilizer [E]	ASTM D3350	Yellow; UV Stabilized
RCP, Full Scale, at 32°F (0°C)	ISO 13478	>123 psi (>8.5 bar)

This is not a product specification and does not guarantee or establish specific minimum or maximum values or manufacturing tolerance for material or tubing products to be supplied. Values obtained from tests of specimens taken from tubing product may vary from these typical values. The RCP properties were determined on 8" SDR 11 pipe.



CTS = Copper Tube Size

Nominal Size (Inches)	Dimension Ratio	Outside Diameter (Inches)	Minimum Wall (Inches)	Max Design Pressure @ 73°F per CFR Part 192.121 (psi)	Weight (lbs) per 100 ft.	Coil/Joint (feet)	Nominal Packing Dimensions ID / OD / Width	Number Coils / Joints Per Pallet or Bundle	Pallet/ Bundle Footage	Number Pallet / Bundles Per Truck	48 ft. Truck
1/2"	*N/A	0.625	0.090	125	6.5	500' 1000'	30"43"73-2/3" 30"43"76-1/2"	18 11	9,000' 11,000'	26	234,000' 286,000'
1"	*N/A	1.125	0.099	77**	14	500'	30"43"11"	6	3,000'	26	78,000'

IPS = Iron Pipe Size

Nominal Size (Inches)	Dimension Ratio	Outside Diameter (Inches)	Minimum Wall (Inches)	Max Design Pressure @ 73°F per CFR Part 192.121 (psi)	Weight (lbs) per 100 ft.	Coil/Joint (feet)	Nominal Packing Dimensions ID / OD / Width	Number Coils / Joints Per Pallet or Bundle	Pallet/ Bundle Footage	Number Pallet / Bundles Per Truck	48 ft. Truck
1/2"	DR 9.33	0.840	0.090	120	9.1	500'	30"43"76-1/2"	11	5,500'	26	143,000'
3/4"	DR 11	1.050	0.095	100	12	500'	30"43"10-3/8"	7	3,500'	26	91,000'
1"	DR 11	1.315	0.120	100	19	500'	30"43"12-1/2"	5	2,500'	26	65,000'
1 1/4"	DR 10	1.660	0.166	111	34	500'	48"72"17-1/2"	12	6,000'	7	42,000'
1 1/2"	DR 11	1.900	0.173	100	40	500'	48"75"18-1/2"	8	4,000'	7	28,000'
2"	DR 11	2.375	0.216	100	63	500'	52"78"13"	7	3,500'	7	24,500'
	DR 11*		0.318	100	137	500'	70"96"23-3/4"	4	2,000'	6	12,000'
3"	DR 11.5	3.500	0.304	95	131	40' 500'	soft bundles 70"96"23-3/4"	50 4	2,000'	14	28,000' 12,000'
			0.409	100	226	500'	70"93"41"	2	1,000'	6	6,000'
4"	DR 11.5	4.500	0.391	95	217	40' 600' 1,000'	soft bundles 70"93"47" 84"116"49"	30 2	1,200' 1,200'	14	16,800' 7,200'
			0.333	80	188	40'	soft bundles	30	1,200'	14	16,800'
			0.602	100	490	40' 500'	soft bundles 84"120"50"	13	520'	14	7,280' 4,000'
6"	DR 11.5	6.625	0.576	95	471	40' 500'	soft bundles 84"120"50"	13	520'	14	7,280' 4,000'
			0.491	80	407	40'	soft bundles	13	520'	14	7,280'
			0.450	80	450	450'	84"120"50"	upright	500'	8 coils	4,000'
8"	DR 11.5	8.625	0.784	100	831	40'	soft bundles	9	360'	10	3,600'
			0.750	95	799	40'	soft bundles	9	360'	7	2,520'
			0.639	80	690	40'	soft bundles	9	360'	7	2,520'
10"	DR 11.5	10.750	0.977	100	1291	40'	soft bundles	9	360'	7	2,520'
			0.935	95	1241	40'	soft bundles	9	360'	7	2,520'
12"	DR 11.5	12.750	1.109	95	1746	40'	bulk packs	8 joints/layer	320'	6	1,920'
			0.944	80	1509	40'	bulk packs	8 joints/layer	320'	6	1,920'

This product flyer is intended for reference purposes. It should not be used in place of the advice from a licensed professional engineer. 49 CFR §192.121 indicates a 0.40 Design Factor (DF) may be used on ≤12" IPS PE2708/PE4710 pipes produced after January 22, 2019 meeting the minimum wall thickness requirements per §192.121. Unless otherwise noted, Design Pressure Ratings are calculated based on an operating temperature of 73°F and a Design Factor (DF) of 0.40. 49 CFR Part §192.121 also limits design pressure to 125 psig for pipe ≤12" IPS and 100 psig for >12" IPS. Pipe weights are calculated in accordance with PPI TR-7. Nominal OD and Minimum wall plus 6% is used in estimating fluid flow. Actual ID will vary. When designing components to fit the pipe ID, refer to pipe dimensions and tolerances in the applicable pipe manufacturing specification.

*N/A - The wall thickness is minimum per D2513 and not a function of DR.

**Uses a Design Factor of 0.32; does not meet the minimum wall thickness or size requirements of 49 CFR §192.121 for Design Factor of 0.40.

Blue signifies AUTO COIL Products.



PerformancePipe.com

DRISCOPLEX® 6500

MDPE PIPE and FITTINGS DATA SHEET

DriscoPlex® 6500 Pipe and Fittings meet or exceed:

ASTM D2513, D2683, D3261
 CAN/CSA-B137.4
 UPC
 ASTM D3350, cell classification PE234373E and PE234375E
 PPI TR-4 designations PE2708 and PE80

DriscoPlex® 6500 Yellow MDPE Pipe and Fittings for

Natural Gas Distribution, LPG and
 Propane Gas Distribution, Yard Gas
 Iron Pipe Size OD (IPS) ½" to 12"
 Copper Tube Size OD (CTS) ½" to 1 ½"
 Coils available up through 6"

Outdoor Storage up to three (3) years per ASTM D2513

NOMINAL PIPE PROPERTIES ⁽¹⁾	UNIT	TEST METHOD	VALUE
Density	gms / cm ³	ASTM D1505	0.939 (yellow)
Melt Index (MI) Condition 190°C / 2.16kg	gms / 10 min	ASTM D1238	0.18
Hydrostatic Design Basis 73°F (23°C)	psi	ASTM D2837	1250
Hydrostatic Design Basis 140°F (60°C)	psi	ASTM D2837	800
Minimum Required Strength	MPa (psi)	ISO 9080	8.0 (1160)
Rapid Crack Propagation (Pc) 0°C (32°F) ⁽³⁾	Bar (psi)	ISO 13478	8.5 (123)
Color; UV Stabilizer [E]	–	ASTM D3350	Yellow; UV stabilized
Pipe Test Category	–	ASTM D2513	CDE
NOMINAL MATERIAL PROPERTIES ⁽¹⁾⁽²⁾	UNIT	TEST METHOD	VALUE
Flexural Modulus at 2% secant	psi	ASTM D790	>90,000
Tensile Strength at Yield	psi	ASTM D638 Type IV	2,800
Elongation at Break 2 in / min., Type IV bar	%	ASTM D638	800
Hardness	Shore D	ASTM D2240	63
PENT	hrs	ASTM F1473	>2,000
Vicat Softening Temperature	°F	ASTM D1525	227
Brittleness Temperature	°F	ASTM D746	< -103

1. This is not a product specification and does not guarantee or establish specific minimum or maximum values or manufacturing tolerances for material or piping products to be supplied.
2. Values obtained from tests of specimens taken from piping product may vary from these typical values.
3. Determination made on 8" DR-11 pipes for Full Scale test. Pc calculated in accordance with ISO 13478.

When Performance Matters Rely on
Performance Pipe

Bulletin: PP107 / January 2018

© 2018 Chevron Phillips Chemical Company LP

Performance Pipe, a division of Chevron Phillips Chemical Company LP | 5085 W. Park Blvd | Suite 500 | Plano, TX 75093 | Phone: 800-627-0662 | Fax: 972-699-7348

This data sheet provides typical properties for Performance Pipe DriscoPlex® pipe and fittings. Before using this product, the user is advised and cautioned to make their own determination and assessment of the safety and suitability of the product for the specific use in question and is further advised against relying on the information contained herein as it may relate to any specific use or application. It is the ultimate responsibility of the user to ensure that the product is suited and the information is applicable to the user's specific application. Chevron Phillips Chemical Company LP does not make, and expressly disclaims, all warranties, including warranties of merchantability or fitness for a particular purpose, regardless of whether oral or written, express or implied, allegedly arising from any usage of any trade or from any course of dealing in connection with the use of information contained herein or the product itself. The user expressly assumes all risk and liability, whether based in contract, tort or otherwise, in connection with the use of the information contained herein or the product itself. Further, information contained herein is given without reference to any intellectual property issues, as well as federal, state or local laws which may be encountered in the use thereof. Such questions should be investigated by the user. The data sheet may change periodically. Visit www.PerformancePipe.com for the most current data sheet.

RESOLUTION NO. ____

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

[1] That the City of Fairhope has voted to purchase a 2022 F250 Super Cab 4x2 Pickup Truck for the Recreation Department; and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and

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

Bid Number: T191A

2022 Ford F250 Super Cab **Cost is \$29,331.00**

Adopted on this 10th day of May, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

NOV 3 '21 AM 11:31 *JAN*

Issuing Date: 4/30/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of one (1) 2022 F250 Super Cab 4x2 Pickup from Stivers Ford Lincoln

Project Location: Recreation Dept

Presented to City Council: 5/10/2021

Funding Request Sponsor: Pat White, Recreation Director
Tim Bung, Supervisor Vehicle mechanics

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 29,331.00 Includes Delivery

Vendor: Stivers Ford Lincoln

Project Engineer: n/a

Order Date: n/a Lead Time: _____

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: 001250-50470
G/L Acct Name: Purchases Vehicles & Equipment

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

Project Budgeted: \$ 26,644.00
Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ 2,687.00

Comments:

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant	City Treasurer	Mayor
Purchasing Memo Date: <u>4/28/2021</u>	Purchasing Memo Date: <u>4/28/2021</u>	Delivered To Date: <u>4/30/2021</u>
Request Approved Date: <u>4/30/2021</u>	Request Approved Date: <u>4/30/2021</u>	Approved Date: _____
Signatures: <u><i>Aislinn Stone</i></u> Aislinn Stone	<u><i>Kim Creech</i></u> Kim Creech	_____ Mayor Sherry Sullivan



MEMO

Sherry Sullivan
Mayor

Council Members:
Kevin G. Boone
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

To: Kimberly Creech, Treasurer

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

Date: April 28, 2021

Re: **Greensheet --CC Approval of budgeted over \$15,000 request for one (1) 2022 F250 Super Cab 4X2 Pickup for the Recreation Department**

The Director of Parks and Recreation, Pat White, is requesting procurement of **ONE (1) 2022 F250 Super Cab 4X2 Pickup truck**. The FY2021 budgeted amount is \$26,644.00. The best pricing is through the **State of Alabama Bid #T191**.

One (1) 2022 Ford F250 Super Cab 4X2 Pickup including delivery. Delivered cost per unit is **TWENTY-NINE THOUSAND THREE HUNDRED THIRTY-ONE DOLLARS (\$29,331.00)**. The State contract vendor is **Stivers Ford Lincoln** of Montgomery, Al.

NOTES:

See Attached Vendor CUT-SHEET printout for details.
Delivery Approximately 12 weeks ARO could be longer

Please compose a greensheet and place on the next available City Council Agenda this request to approve budgeted procurement for one (1) 2022 Ford F250 Super Cab 4X2 Pickup from Stivers Ford Lincoln of Montgomery, Al. through the State of Alabama Bid T191A for the Recreation Department GOT \$29,331.00

CC file, Pat White, Tim Bung, Clint Steadham

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

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

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Pat White

Date: 4/28/2021

Department: Parks and Recreation

ITEM OR SERVICE INFORMATION

- 1. What item or service do you need to purchase?** 2022 Ford F250 Super Cab 4X2
- 2. What is the total cost of the item or service?** 29,331.00
- 3. Where will the item or service be physically located?** Parks Maintenance
- 4. What is the primary function of the item or service?** Labor / Equipment transportation
- 5. How many do you need?** 1
- 6. Item or Service Is:** New Used Replacement Annual Request
- 7. When do you anticipate implementation?** ASAP
- 8. Additional Information or Comments:** Click or tap here to enter text.
- 9. Vendor Name:** Stivers Ford Lincoln
- 10. Vendor Number:** Click or tap here to enter text.

BUDGET INFORMATION

- 1. Is it budgeted?** Yes No Emergency Request
- 2. If budgeted, what is the budgeted amount?** \$26,644.00
- 3. What is the Capital Project Name or Operating Budget Code:** Click or tap here to enter text.
- 4. Check any applicable boxes:** State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

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

Craig McAdams
334-613-5000 Voice
334-613-5018 fax

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

Effective Date: 4/14/21
Version: 22.0

2022 FORD F250 SUPER CAB 4x2 PICKUP - FAIRHOPE - RECREATION

CONTRACT NUMBER: MA999 21*129 (T191) **LINE NUMBER:** 3 **CONTRACT AMOUNT:** \$26,267

INCLUDES: 6.2l V8 385 HP Gas Engine, 10-spd Auto, 6.5' Box, Tilt Steering Wheel, Power Windows & Door Locks, Keyless Entry, Cruise Control, Vinyl Flooring, Vinyl 40/20/40 Seat, AM/FM Radio, Bluetooth, Rear View Camera & Trailer Tow Pkg 4/7 Pin

<u>STATE CONTRACT PRICE (T191)</u>				
		\$	26,267	X
996	6.2L V6 Engine		Std	X
44S	6-Speed Transmission		Std	X
178	Wheelbase- 8' Bed	\$	600	X
90L	Power Group		Included	X
52B	Tow Command Integrated Trailer Brake Controller	\$	270	X
X3E	3.73 Electronic Locking Rear Axle Rear Axle	\$	390	X
TD8	LT245/75Rx17E All-Season Tires		Std	X
17F	Chrome Front and Rear Bumpers	\$	220	X
66S	Upfitter Switches (6 Toggle Switches) - HD Alternator (Code 67D) Included	\$	165	X
67D	200 Amp Alternator		NC	X
76C	Backup Alarm	\$	140	X
LED	4-Corner LED Lights - White White	\$	689	X
2KY	(2) Extra Keys w/ Fobs	\$	320	X

COLOR:
Z1 Oxford White NC X

INTERIOR:
AS 40/20/40 Vinyl Seats - Medium Earth Gray Std X

DELIVERY - \$1.50 PER MILE ONE-WAY \$ 270 X

Total Price (each) **\$29,331**

STATE CONTRACT TERMS: **PAYMENT DUE AT TIME OF DELIVERY**

SIGNATURE: (Required) _____

DATE: (Required) _____

PURCHASE ORDER NUMBER: (Required) **Quantity: (Required)**

RESOLUTION NO. ____

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

[1] That the City of Fairhope has voted to purchase a 2021 F150 Super Cab 4x2 Pickup Truck for the Meter Department; and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and

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

Bid Number: T191A

2021 Ford F150 Super Cab **Cost is \$25,101.00**

Adopted on this 10th day of May, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 4/30/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of one (1) 2021 F150 Super Cab 4x2 Pickup model X1C from Stivers Ford Lincoln

Project Location: Meter Department

Presented to City Council: 5/10/2021

Funding Request Sponsor: Jason Jarvis, Utility Billing Supervisor
Tim Bung, Supervisor Vehicle mechanics

Resolution #:
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 25,101.00 Includes Delivery

Vendor: Stivers Ford Lincoln

Project Engineer: n/a

Order Date: n/a Lead Time: _____

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: 003-16030
G/L Acct Name: Vehicles & Equipment

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

Project Budgeted: \$ 26,000.00 Gas-\$8,666, Electric-\$8,667, Water-\$5,634, Sewer-\$3,033

Balance Sheet Item Included in projected cash flow

Over (Under) budget amount: \$ (899.00)

Comments: A Van was budget for \$26,000 split between Utilities. We are unable to get a van within the next 12 months, but a truck is available.

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant: _____ City Treasurer: _____ Mayor: _____

Purchasing Memo Date: 4/19/2021 Purchasing Memo Date: 4/19/2021 Delivered To Date: 4/30/2021

Request Approved Date: 4/30/2021 Request Approved Date: 4/30/2021 Approved Date: _____

Signatures: Aislinn Stone Kim Creech Mayor Sherry Sullivan



MEMO

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

Sherry Sullivan
Mayor

Date: April 19, 2021

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

Re: Greensheet --CC Approval procurement of budgeted, over \$10,000, request for ONE (1) 2021 F150 SuperCab 4X2 Pickup model X1C for the METER Department

Lisa A. Hanks, MMC
City Clerk

The Meter Department Superintendent, Jason Jarvis, is requesting procurement of ONE (1) 2021 F150 SuperCab 4X2 Pickup Model X1C truck. The proposed budgeted amount is \$33,000. The best pricing is from the State of Alabama Contract MA999 21*129-- T191.

ONE (1) 2021 Ford F150 SuperCab 4X4 Pickup Model X1C including estimated delivery. Delivery of the 2021 F150 Crew Cab plus required options and estimated delivery is TWENTY-FIVE THOUSAND ONE HUNDRED ONE DOLLARS (\$25,101.00) . The expected delivery date is June, 2021.

The State contract vendor is Stivers Ford Lincoln of Montgomery, Al.

NOTES:

See Attached Vendor CUT-SHEET printout for details.
Delivery Approximately 8-10 weeks ARO

161 North Section
Street PO Drawer 429
Fairhope, Alabama
36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

Please compose a greensheet and place on the next available City Council Agenda this request to approve this budgeted procurement for one (1) 2021 Ford F150 Super Cab 4X2 Pickup for the Meter Department, from Stivers Ford Lincoln of Montgomery, Al. through the State of Alabama Bid T191

Van Budgeted \$26K

CC file, Jason Jarvis, Tim Bung

PURCHASING DEPARTMENT REQUEST FORM

Requestor: Jason Jarvis Department: Meter

Project Name: Meter Truck

Brief Project Description: 2021 Ford F150 Supercab 4x2 Pickup

Project Category: Item Bid Professional Service Other

Budget Amount: 26000.00 Budget Code: 003-50470

BID USE ONLY

Anticipated Start Date: _____ Project Duration: _____

Bid Duration: _____ Engineer of Record: _____

Pre-Bid Meeting: No Yes Date: _____ Mandatory Non-Mandatory

Scope of Work Provided By: _____ Contract Extensions: No Yes

Project Administered: Internally Externally By: _____

Bidders List Review: No Yes By: _____

Tax Exempt Project: No Yes Insurance Requirements: Minimum Maximum

Bonds: Bid Performance Labor & Materials Contract: Standard Construction Service

Related Bids/RFs: _____ Bid Opening: _____

FORCE ACCOUNT INFORMATION ONLY

Force Account Project: No Yes Estimated Amount: _____ Budget Code: _____

Notes: _____

SIGNATURES

Requestor: _____ Finance Manager: _____

City Treasurer: _____ Mayor: _____

Craig McAdams
334-613-5000
334-613-5018 FAX

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

Effective Date: 4/19/2021
Version 21.0

2021 FORD F150 SUPERCAB 4x2 PICKUP -- CITY OF FAIRHOPE - METERS

CONTRACT NUMBER: MA999 21*129 **LINE NUMBER:** 2 (T191) **CONTRACT AMOUNT:** \$25,270

MODEL SERIES X1C **ORDER CODE** 100A

INCLUDES: 5.0L V6 400 Horsepower FFV Engine, 10-Spd Auto, 4x2, 145" Wheelbase, 6.5' Box, Rear View Camera,
Power Windows, Door Locks, Mirrors, Tailgate; Cruise Control; Receiver Hitch

STATE CONTRACT PRICE (T191)				
996	3.3L V6 290 HP V6 Engine	\$	25,270	<input checked="" type="checkbox"/>
44G	10-speed Transmission	\$	(1,592)	<input checked="" type="checkbox"/>
			Std	<input checked="" type="checkbox"/>
101A	XL Preferred Equipment Package: Includes: AM/FM; SYNC System; 4.2" Productive Screen; w/ Compass; Reverse Sensing System; Power Windows, Locks (w/ Flip Key Transmitter) & Mirrors; Cruise Control and Ford PASS		included	<input checked="" type="checkbox"/>
53B	Receiver Hitch Only	\$	205	<input checked="" type="checkbox"/>
LED	4 Corner LED Lights White/White	\$	598	<input checked="" type="checkbox"/>
KX2	Keys (2 Extra w/ Fobs)	\$	350	<input checked="" type="checkbox"/>

DELIVERY: State Contract Provisions for \$1.50 / mile one-way \$ 270

TOTAL VEHICLE (Required) **\$ 25,101**

STATE CONTRACT TERMS: **PAYMENT DUE AT TIME OF DELIVERY**

SIGNATURE: (Required) _____

DATE SIGNED: (Required) _____

PURCHASE ORDER NUMBER: (Required) **QUANTITY**

INFORMATION: PICKUP OR DELIVERY IS REQUIRED NO LATER THAN FIVE (5) DAYS AFTER NOTICE OF READY FOR DELIVERY

Dee Dee Brandt

From: Clint Steadham
Sent: Monday, April 19, 2021 3:46 PM
To: Dee Dee Brandt
Subject: FW: 2021 F150 Extended Cab 4x2
Attachments: F150 X1C Line 2 21.0 Fairhope Meter.xls

From: Craig McAdams <craigmcadams@stiversonline.com>
Sent: Monday, April 19, 2021 2:32 PM
To: Clint Steadham <Clint.Steadham@fairhopeal.gov>
Cc: Billy Bruce <bbruce@stiversonline.com>
Subject: 2021 F150 Extended Cab 4x2

SENT FROM AN EXTERNAL ADDRESS

Ref: S841

Clint,

Attached is one of several 2021 F150s we have had on order for 2 Months. The tentative Production date is the 4th week of May. I realize that the vehicle has a Receiver Hitch but it does not have a Trailer Tow Pkg.. If you get me a PO before the Vehicle has a serial number assigned, I might be able to remove the Hitch. If not, we are probably looking at a 5-month lead time on a new order.

Craig

Craig McAdams
Director Fleet Operations
334-613-5000
334-613-5046 direct
334-613-5018 fax

RESOLUTION NO. _____

MUNICIPAL WATER POLLUTION PREVENTION (MWPP) PROGRAM

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to inform the Department of Environmental Management that the following actions were taken by the City Council of the City of Fairhope, Alabama.

1. Reviewed the MWPP Annual Report which is attached to the resolution.
2. Set forth the following actions and schedule necessary to maintain effluent requirement contained in the NPDES Permit, and to prevent the bypass and overflow of raw sewage within the collection system or at the treatment plant:
 - (a) Continue to locate and repair breaches in the collection system that allow infiltration and flow into the wastewater system.
 - (b) Continue to upgrade transmission capacity to keep pace with growth.
 - (c) Continue to develop maintenance alarms within the SCADA System that encourage a proactive maintenance response to prolong the useful life of pumps and motors in the system.
 - (d) Use the SCADA System using system storage and future side stream storage systems when available.
 - (e) Continue to perform O & M requirements to the treatment and collection system and complete repairs when discovered.

Adopted this 10th day of May, 2020

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

I, Lisa A. Hanks, City Clerk of the City of Fairhope, Alabama, do hereby certify that this is a true and correct copy of Resolution No. _____ passed and approved by the City Council of the City of Fairhope, Alabama, on the 10th day of May, 2021.

Lisa A. Hanks, City Clerk

Date

MUNICIPAL WATER POLLUTION PREVENTION (MWPP)

ANNUAL REPORT

SUBMITTED BY:

TREATMENT FACILITY: Fairhope Wastewater Plant NPDES #: AL 0020842

MUNICIPALITY: City of Fairhope COUNTY: Baldwin

CONTACT PERSON: Jason Langley
Responsible Official
Superintendent Water and Wastewater
Title

Telephone #: 251-928-8003 Fax #: 251-990-0156

Email Address: Jason.langley@fairhopeal.gov

CHIEF OPERATOR: Dennis Scott
Name

Telephone #: 251-990-0139 Fax #: 251-990-0193

Email Address: dennis.scott@fairhopeal.gov

Date: 2-23-2021

REVIEWED BY: Melinda D Immel Volkert Inc.
Consulting Engineer

Telephone #: 251-680-9883 Fax #: 251-342-0962

Date: 04/30/2021

Signature: Dennis Scott
Dennis Scott (Apr 29, 2021 12:45 CDT)

Email: dennis.scott@fairhopeal.gov

Signature: Melinda D Immel
Melinda D Immel (Apr 29, 2021 12:24 CDT)

Email: mimmel@volkert.com

MUNICIPAL WATER POLLUTION PREVENTION (MWPP)

ANNUAL REPORT

SUBMITTED BY:

TREATMENT FACILITY: Fairhope Wastewater Plant NPDES #: AL 0020842

MUNICIPALITY: City of Fairhope **COUNTY:** Baldwin

CONTACT PERSON: Jason Langley

Responsible Official

Superintendent Water and Wastewater

Title

Telephone #: 251-928-8003 Fax #: 251-990-0156

Email Address: Jason.langley@fairhopeal.gov

CHIEF OPERATOR: Dennis Scott

Name

Telephone #: 251-990-0139 Fax #: 251-990-0193

Email Address: dennis.scott@fairhopeal.gov

Date: 2-23-2021

REVIEWED BY: Melinda D Immel Volkert Inc.

Consulting Engineer

Telephone #: 251-680-9883 Fax #: 251-342-0962

Date: 04/30/2021

**MWPP Annual Report
Information Source List**

The following information will be needed to complete the compliance maintenance report that covers the calendar year of 2020 (due **May 31, 2021**).

- Part 1
 - A. The average plant influent flow for each month (million gallons per day/MGD) during the year.
 - B. The average plant influent BOD (CBOD) for each month (mg/l and lb/day) in the year.
 - C. The plant's average design flow (MGD) and design BOD (CBOD) loading (lbs/day).

- Part 2
 - A. The monthly average permit and DMR effluent concentration for BOD (CBOD), TSS, NH3-N, and/or TKN in mg/l for the year
 - B. The monthly average effluent limits and DMR loading for BOD (CBOD), TSS, NH3-N, and/or TKN in lbs/day for the year

- Part 3 The age of the treatment plant defined as the number of years since the last major reconstruction to increase the organic or hydraulic capacity of the plant. The last calendar year minus the year the new construction was brought on-line.

- Part 4 Bypass and overflow information. This is the number of bypass or overflow events of untreated wastewater due to heavy rain or equipment failure whether intentional or inadvertent from all collection systems tributary to the treatment facility.

- Part 5
 - A. Describe the characteristics and quantity of sludge generated.
 - B. If sludge is landspread, how many months of sludge storage does the plant have? This should include on-site and off-site storage from the treatment plant. The digester capacity may be used in the calculation.

- Part 6
 - A. Sludge Disposal Method
 - B. The number of approved land disposal sites for sludge available, and how many months or years these disposal sites will these be available for use.

- Part 7 The number of sewer extensions installed in the community last year, the design population, design flow, and design BOD (CBOD) for each sewer extension.

- Part 8 Operator Certification

- Part 9 Financial Status

- Part 10 Subjective Evaluation

- Part 11 Summary Sheet

Instructions to the Operator-in-Charge

1. Complete all sections of the MWPP Report to the best of your ability.
2. Parts 1 through 8 contain questions for which points will be generated. These points are intended to communicate to the Department and the governing body or owner the actions necessary to prevent effluent violations. Enter the point totals from Parts 1 through 8 on Part 11: Summary Sheet.
3. Add the point totals on Part 11: Summary Sheet.
4. Submit the MWPP Report to the governing body and the consulting engineer and owner for review and approval.
5. The governing body should pass a resolution which contains the following points:
 - a. The resolution should acknowledge the governing body or owner has reviewed the MWPP Report.
 - b. The resolution should indicate what actions will be taken to prevent effluent violations.
 - c. The resolution should provide any other information the governing body or owner deems appropriate.
6. **The MWPP Report and the resolution must be submitted by May 31st to Municipal Section, Water Division, ADEM, P.O. Box 301463, Montgomery, AL 36130-1463.**

Facility Name: City of Fairhope Wastewater Treatment Plant

Part 1: Influent Loading/Flows

A. List the average monthly volumetric flows and BOD₅ (CBOD₅) loadings received at your facility during the last calendar year.

<u>Month</u>	<u>Column 1 Average Monthly Flowrate (MGD)</u>	<u>Column 2 Average Monthly BOD₅ (CBOD₅) Concentration (mg/l)</u>	<u>Column 3 Average Loading BOD₅ (CBOD₅) (lbs/day**)</u>
January	2.419	204.75	4328.32
February	2.5562	173.04	4788.66
March	2.5627	206.58	6104.27
April	2.4857	194.42	4236.80
May	2.7641	207.88	5362.75
June	3.100	188.87	6565.48
July	2.8448	191.43	5698.89
August	2.8632	188.22	5583.51
September	2.7367	169.73	3878.61
October	2.9100	189.59	5971.08
November	2.0057	193.94	4189.15
December	2.0794	223.41	4706.54
Annual Avg.	2.6106	194.32	5117.84

** As reported on NPDES Discharge Monitoring Reports (DMRs) and as required by EPA's NPDES Self-Monitoring System, User Guide, March 1985.

B. List the average design flow and average design BOD₅ (CBOD₅) loading for the facility below. If you are not aware of these design quantities, contact your consulting engineer.

	<u>Average Design Flow</u>	<u>Average Design BOD₅ (CBOD₅) Loading (lbs/day)</u>
Design Criteria	4.00 MGD	11,676
90% of the Design Criteria	3.60 MGD	10,508.4

- C. How many times did the monthly flow (Column 1) to the WWTP exceed 90% of design flow?
 _____(Check the appropriate point total)
 0 - 4 = 0 points 5 or more = 5 points
- D. How many times did the monthly flow (Column 1) to the WWTP exceed the design flow?
 _____(Check the appropriate point total)
 0 = 0 points 1 – 2 = 5 points 3 – 4 =10 points 5 or more =15 points
- E. How many times did the monthly BOD₅ (CBOD₅)* loading (lbs/day) (Column 3) to the WWTP exceed 90% of the design loading?
 _____(Check the appropriate point total)
 0 -1 = 0 points 2 – 4 =5 points 5 or more =10 points
- F. How many times did the monthly BOD₅ (CBOD₅)* loading (lbs/day) (Column 3) to the WWTP exceed the design loading?
 _____(Check the appropriate point total)
 0 = 0 points 1 = 10 points 2 =20 points 3 =30 points 4 =40 points 5 or more =50 points
- G. Enter each point value marked for C through F and enter the sum in the appropriate blank below.
- C points = 0
 D points = 0
 E points = 0
 F points = 0

TOTAL POINTS VALUE FOR PART 1 0
 Enter this value on Part 11: Summary Sheet.

*To obtain equivalent BOD₅ loading for comparison with design loading for those permittees using influent CBOD₅, divide annual average CBOD₅, loading in lbs/day from Part 1, A by 0.7.

Facility Name: City of Fairhope Wastewater Treatment Plant

Part 2: Effluent Quality/Plant Performance

A. List the monthly average permit limits for the facility in the blanks below and the average monthly effluent DMR BOD₅, (CBOD₅) TSS, NH₃-N and/or TKN concentration produced by the facility during the last calendar year.

(1) NPDES Permit Concentration

Permit Limit	Months	BOD ₅ (CBOD ₅) (mg/l)	TSS (mg/l)	NH ₃ -N (mg/l)	TKN (mg/l)
		12	15	30	10

(2) DMR Concentration

Qtr	Month	BOD ₅ (CBOD ₅) (mg/l)	TSS (mg/l)	NH ₃ -N (mg/l)	TKN (mg/l)
1	January	2.19	0.49	0.157	1.510
	February	3.50	0.56	0.1346	1.0543
	March	6.59	1.64	0.12	1.14
2	April	4.11	1.06	0.88	1.047
	May	3.63	1.42	0.065	1.206
	June	3.68	1.62	0.117	1.272
3	July	4.82	2.81	0.259	1.20
	August	4.87	5.22	0.521	1.62
	September	4.30	3.15	0.125	1.662
4	October	2.87	3.82	0.196	1.284
	November	3.21	3.16	0.278	2.156
	December	4.16	4.11	0.323	1.346
Annual Avg.		3.99	2.42	0.265	1.37

B. List the monthly average permit limit and DMR loadings below.

(1) NPDES Permit Loading

Permit Limit	Months	BOD ₅ (CBOD ₅) (lbs/day)	TSS (lbs/day)	NH ₃ -N (lbs/day)	TKN (lbs/day)
	12	500	1000	333	Report

(2) DMR Loading

Qtr	Month	BOD ₅ (CBOD ₅) (lbs/day)	TSS (lbs/day)	NH ₃ -N (lbs/day)	TKN (lbs/day)
1	January	105.84	41.86	24.70	1.576
	February	142.70	84.74	165.43	185.234
	March	59.99	24.14	4.15	15.126
2	April	111.14	23.21	5.04	17.003
	May	135.29	35.26	5.91	27.221
	June	102.73	35.48	6.91	39.2939
3	July	59.47	22.91	14.14	14.07
	August	100.25	54.73	75.83	157.75
	September	73.15	28.02	5.07	11.194
4	October	79.76	26.36	16.73	24.765
	November	53.72	19.80	30.26	13.6215
	December	56.19	19.30	10.29	17.7975
Annual Avg.		90.02	34.65	30.37	43.72

C. During the past year did the BOD₅ (CBOD₅) concentration (mg/l) and/or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any consecutive quarters? (Check the appropriate point total.)

No = 0 points

Yes = 121 points

D. During the past year did the BOD₅ (CBOD₅) concentration (mg/l) and/or loading (lbs/day), exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

No = 0 points Yes = 121 points

E. During the past year did the effluent TSS concentration (mg/l) or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any two consecutive quarters? (Check the appropriate point total.)

No = 0 points Yes = 121 points

F. During the past year did the TSS concentration (mg/l) and/or loading (lbs/day) exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

No = 0 points Yes = 121 points

G. During the past year did the NH₃-N or TKN concentration (mg/l) and/or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any two consecutive quarters? (Check the appropriate point total.)

No = 0 points Yes = 121 points

H. During the past year did either the NH₃-N or TKN concentration (mg/l) and/or loading (lbs/day), exceed the monthly average permit limit during four months of any two consecutive quarters? (Check the appropriate point total.)

No = 0 points Yes = 121 points

I. Enter each point value checked for C through H in the blanks below.

C Points = _____ 0 _____

D Points = _____ 0 _____

E Points = _____ 0 _____

F Points = _____ 0 _____

G Points = _____ 0 _____

H Points = _____ 0 _____

HIGHEST INDIVIDUAL POINT VALUE FOR PART 2 (C-H) _____ 0 _____ (HIGHEST POINT = 121)
Enter this value on Part 11: Summary Sheet.

Facility Name: City of Fairhope Wastewater Treatment Plant

Part 3: Age of the Wastewater Treatment Facility

A. What year was the wastewater treatment plant constructed or last reconstructed? 2015

Subtract the above answer from the report year to determine age:

$$\text{Age} = (\text{Last Calendar year}) - (\text{Answer to A})$$

$$\text{Age } \underline{6} = (\underline{2015}) - (\underline{2021})$$

Enter Age in Part C below.

B. Check the type of treatment facility employed.

	Factor
<input checked="" type="checkbox"/> Mechanical Treatment Plant	2.0
<input type="checkbox"/> Aerated Lagoon	1.5
<input type="checkbox"/> Stabilization Pond	1.0
<input type="checkbox"/> Other (Specify: _____)	1.0

C. Multiply the factor listed next to the type of the facility your community employs by the age of your facility to determine the total point value for Part 3:

$$\frac{2.0}{\text{(Factor)}} \times \frac{6.00}{\text{(Age)}} = \underline{12.00} \quad \text{TOTAL POINT VALUE FOR PART 3}$$

Enter the above value on Part 11: Summary Sheet. If the total point value exceeds 40, enter 40 on Part 11: Summary Sheet.

Facility Name: City of Fairhope Wastewater Treatment Plant

Part 4: Bypassing and Overflows

A. How many bypass or overflow events of untreated wastewater occurred in the last year at the WWTP due to heavy rain? 0

B. How many bypass or overflow events of untreated wastewater occurred in the last year prior to the headworks of the WWTP due to heavy rain? 27

C. How many of the bypass or overflow events listed in Parts A and B have been corrected such that future bypass or overflow events at the same location due to heavy rain are not anticipated? 12

D. Add together Answers A and B and subtract Answer C from that total.

A + B - C = 15 (Check the appropriate point total.)

0 = 0 points 1 = 5 points 2 = 10 points 3 = 15 points

4 = 20 points 5 = 25 points 6 = 30 points 7 = 35 points

8 = 40 points 9 = 45 points 10 = 50 points 11 or more = 100 points

E. How many bypass or overflow events of untreated wastewater occurred in the last year at the WWTP due to equipment failure? (This includes clogged/broken lines or manholes.) 0

F. How many bypass or overflow events of untreated wastewater occurred in the last year due to equipment failure prior to the headworks of the WWTP? (This includes clogged/broken lines or manholes.) 16

G. How many of the bypass or overflow events listed in Parts E and F have been corrected such that future bypass or overflow events at the same location due to the same equipment failure are not anticipated? 16

H. Add together Answers E and F and subtract Answer G from that total.

E + F - G = 0 (Check the appropriate point total.)

0 = 0 points 1 = 5 points 2 = 10 points 3 = 15 points

4 = 20 points 5 = 25 points 6 = 30 points 7 = 35 points

8 = 40 points 9 = 45 points 10 = 50 points 11 or more = 100 points

I. Add point values checked in D and H and enter the total in the blank below.

TOTAL POINT VALUE FOR PART 4 100

Enter this value on Part 11: Summary Sheet.

All bypass or overflow events that have occurred in the last year (for any reason) must be individually reported with this MWPP report.

Facility Name: City of Fairhope Wastewater Treatment Plant

Part 5: Sludge Quantity and Storage

- A. Please provide information concerning sludge quantity, characteristics, and storage practices based on available data as requested on the *MWPP Sewage Sludge Survey*, ADEM Form 419.
- B. How many months of sludge storage capacity does the wastewater treatment facility have available, either on-site or off-site? (i.e., How many months can the facility operate without land spreading or disposing of sludge?) Four Months

(Check the appropriate point total.)

- | | | |
|---|-------------------------------------|-------------|
| Greater than or equal to 4 months | <input checked="" type="checkbox"/> | = 0 points |
| Less than 4 months, but greater than or equal to 3 months | <input type="checkbox"/> | = 10 points |
| Less than 3 months, but greater than or equal to 2 months | <input type="checkbox"/> | = 20 points |
| Less than 2 months, but greater than or equal to 1 month | <input type="checkbox"/> | = 30 points |
| Less than one month | <input type="checkbox"/> | = 50 points |

TOTAL POINT VALUE FOR PART 5 0
Enter this value on Part 11: Summary Sheet.

Part 6: Sludge Disposal Practices and Sites

- A. Please provide the sludge disposal practices and site information based on available data as requested on the *MWPP Sewage Sludge Survey*, ADEM Form 419.
- B. How many months or years does the facility have access to and approval for sufficient land disposal sites to provide proper land disposal? (Check the appropriate point total.)

- | | | |
|--------------------|-------------------------------------|-------------|
| 36 or more months | <input checked="" type="checkbox"/> | = 0 points |
| 24 - 35 months | <input type="checkbox"/> | = 10 points |
| 12 - 23 months | <input type="checkbox"/> | = 20 points |
| 6 - 11 months | <input type="checkbox"/> | = 30 points |
| Less than 6 months | <input type="checkbox"/> | = 50 points |

TOTAL POINT VALUE FOR PART 6 0
Enter this value on Part 11: Summary Sheet.

Facility Name: City of Fairhope Wastewater Treatment Plant

Part 7: New Development

Are there any major new developments (industrial, commercial, or residential) in the last calendar year or anticipated in the next 2-3 years such that either flow or BOD₅ (CBOD₅) loadings to the sewage system could significantly increase? Estimate additional loadings below.

Design Population: _____ Design Flow: _____ MGD Design BOD₅ (CBOD₅): _____ lbs/day
Equivalent (PE)

List industrial and/or residential developments.

Residential sewer connections rose 4.3% in 2020
to 11,949 total/486 new connections. We do not
anticipate a significant impact to flows or loading.

Will the additional loading overload the plant?
(Check the appropriate point total.)

No = 0 points Yes = 121 points

Enter the point total in the blank below.

TOTAL POINT VALUE FOR PART 7 0 (highest point total = 121)
Enter this value on Part 11: Summary Sheet.

Part 8: Operator Certification

Complete the *Plant and Collection System Personnel Inventory*, ADEM Form 441.

Do both the plant operator and collection system staffing comply with ADEM Administrative Code; Division 10, Operator Certification Program?
(Check the appropriate point total.)

Yes = 0 points No = 121 points

TOTAL POINT VALUE FOR PART 8 0 (highest point total = 121)
Enter this value on Part 11: Summary Sheet.

Facility Name: City of Fairhope Wastewater Treatment Plant

Part 9: Financial Status

- A. Are User-Charge Revenues sufficient to cover operation and maintenance expenses? If no, how are O&M costs being financed? ***Include user charge rates.***

Water and Sewer connection fees, and rates are used to cover operation cost and capital improvement for the Water and Wastewater department.

Residential Minimum Please see attached Plus rate _____/1,000 gal.

Industrial Minimum Water and Sewer Rates Plus rate _____/1,000 gal.

Monthly residential rate based on 6,000 gallons usage \$ _____

- B. What financial resources are available to pay for the wastewater improvements and/or reconstruction needs?

Connection fees, monthly rates, and Municipal bonds

- C. Please attach a rate sheet and the most recent audit, if available.

Attached

Part 10: Subjective Evaluation

- A. Describe briefly the physical and structural conditions of the wastewater treatment facility.

The last major upgrade was finished the fall of 2015. The wwtp is maintained per manufacturer recommendations. All equipment throughout the WWTP have been maintained and are in good operating order.

- B. Describe the general condition of the sewer system (sewer lines, manholes, lift stations).

The general condition of the sewer system remains in average condition. We continue to identify and make repairs throughout the system. Capital improvements for 2020 and 2021 is estimated at \$1,241,473.80 for 2020/2021 for collection system & lift station upgrades.

C. What sewage system improvements does the community have planned for construction in the next 5 years?

Capital improvements of \$2,734,888.00 include new transmission line to plant, Grand Hotel lift station assessment, contracted system point repairs, engineering for those projects (transmission line, grand hotel assessment). UV Signa at the estimated cost of \$645,000.00 installed

D. What is the theoretical design life of the plant, and what is the estimated remaining useful life of the wastewater treatment facility?

With 2015 wastewater plant upgrades, engineers expect the theoretical design life of the wastewater treatment plant is 15 to 18 years.

E. What problems, if any, over the last year have threatened treatment or conveyance within the system?

Above average rain in 2020 (78.29 inches), three named storms Sally, Zeta, and Cristobal presented the major problems throughout the system. Sally 17.42 Zeta 5.65 and Cristobal 10.89 inches of rain.

F. Is the community presently involved in formal planning for treatment facility upgrading?

The City of Fairhope are actively improving all areas of the collection system, along with the renovated wastewater treatment plant that was completed in October 2015.

G. How many days in the last year were there residential backups at any point in the collection system for any reason other than clogging of the lateral connection? 22

H. Does the plant have a written plan for preventive maintenance on major equipment items? If yes, describe.

Standard operational procedures is based on equipment maintenance schedules provided by the manufacturer.

I. Does this preventive maintenance program depict frequency of intervals, types of lubrication, and other preventive maintenance tasks necessary for each piece of equipment?

(Check the appropriate response.) Yes No

J. Are these preventive maintenance tasks, as well as equipment problems, being recorded and filed so future maintenance problems can be assessed properly?

(Check the appropriate response.) Yes No

K. Describe any major repairs or mechanical equipment replacement made in the last year and include the approximate cost for those repairs. Do not include major treatment plant construction or upgrading programs.

Regular maintenance is done at the lift stations and wastewater plant based on manufacturer
recommended time frame. Collection system crews have replaced electrical components, pumps,
rebuilt pumps, and piping at lift stations. They also have repaired laterals, force mains, and
gravity lines throughout the system. The collection system crews continue to do smoke testing,
video, and jetting sewer lines while investigating infiltration problems. Wastewater
personnel have performed maintenance on the clarifier scraper system, filter system, the
aeration tank diffusers, and ultra violet system. 2020 Repair & Maintenance cost \$150,000.00

L. List any additional comments. (Attach additional sheets if necessary.)

Facility Name: City of Fairhope Wastewater Treatment Plant

Part 11: Summary Sheet

1. Enter in the values from Parts 1 through 8 in the left column below. Add the numbers in the left column to determine the MWPP Report point total the wastewater system generated for the previous calendar year.

<u>Actual Values</u>	<u>Maximum Possible</u>
Part 1 <u>0</u> points	80 points
Part 2 <u>0</u> points	121 points
Part 3 <u>12</u> points	40 points
Part 4 <u>100</u> points	200 points
Part 5 <u>0</u> points	50 points
Part 6 <u>0</u> points	50 points
Part 7 <u>0</u> points	121 points
Part 8 <u>0</u> points	121 points
Total <u>112</u> points	783 points

2. Check the facility type that best describes the plant's treatment and disposal of wastewater.

- Mechanical plant with surface water discharge
- Aerated Lagoon or stabilization pond with surface water discharge
- Mechanical plant using land disposal of liquid wastes
- Aerated Lagoon or stabilization pond using land disposal of liquid wastes

3. Check the range that describes the action needed to address problems identified in the report.

- 0 - 70 points Actions as Appropriate*
- 71 - 120 points Departmental Recommendation Range*
- 121 - 783 points Municipality Action Range*

***Other actions may be required by NPDES outside the scope of this report.**

4. Complete the *Municipal Water Pollution Prevention Resolution Form*, ADEM Form 418.

5. In Question 1, do any of the actual point values in the left column equal the maximum possible points in the right column?

(Check the appropriate response.) Yes No

If yes, provide a written explanation for this situation in the space below.

Not Applicable

WATER RATES

In Town

\$12.03/minimum

\$2.74/1000 gallons

Out of Town

\$15.48/minimum

\$3.92/1000 gallons

SEWER RATES

In Town

\$16.05/minimum

\$4.75/1000 gallons

Out of Town

\$18.42/minimum

\$5.22/1000 gallons

PLANT AND COLLECTION SYSTEM PERSONNEL INVENTORY

FACILITY NAME: Fairhope Wastewater Treatment Plant PLANT GRADE: 3
 PERMIT NUMBER: AL0020842
 PLANT SUPERINTENDENT: Dennis Scott, Plant Manager TEL. # 251-990-0139
 SYSTEM MANAGER: Jason Langley, Water & Wastewater Superintendent TEL. # 251-928-8003
 PLANT OPERATORS:

	NAME	GRADE OR TRAINEE STATUS	OPERATOR NO.	EXP. DATE
1.	Jason Langley, Superintendent	2	C003489	06/30/2022
2.	Tim Manuel, Asst Superintendent	4	C003050	08/31/2022
3.	Dennis Scott, Plant Manager	4	C003050	01/31/2023
4.	James Davis	4	C001863	03/31/2024
5.	David Resto	4	C005214	06/30/2022
6.	Robert Nall	4	C007982	10/31/2023
7.	Brad Deyton	2	C004441	08/31/2021
8.	Chesley Bing	2	C008684	01/31/2023
9.	Anthony James	2	C008039	12/31/2023
10.	Mike Davis	3	C006607	03/31/2024

COLLECTION SYSTEM OPERATORS:

1.	Thomas Jones, Collections Manager	1C	C008749	08/31/2021
2.	Chris Safley	Electrician	Josh Salter	Trainee
3.	Vincenzo Colaizzi	Trainee	David Jones	Trainee
4.	Darrell Marshall,	Trainee	Craig Brown	Trainee

	MAN HRS./WK	NUMBER
MANAGEMENT/SUPERVISOR	80	2
OPERATOR(S):		
GRADE I-C	40	1
GRADE I	40	1
GRADE II	40	1
GRADE III		
GRADE IV	160	4
DESIGNATED TRAINEE(S)	160	4
LABORATORY		
MAINTENANCE		
OTHER PLANT WORKERS		

AVERAGE NUMBER OF EMPLOYEES PER SHIFT:

1ST	12
2ND	1
3RD	1

START TIME	7am
	1pm
	1pm

OPERATOR SHIFTS NORMALLY WORKED EACH DAY:

	SUN	MON	TUES	WED	THURS	FRI	SAT
1ST		X	X	X	X	X	
2ND			X	X	X	X	X
3RD	X	X	X	X	X		

ADEM USE ONLY

1. DOES PLANT OPERATOR STAFFING COMPLY WITH DIVISION 10 OF ADEM ADMINISTRATIVE CODE?
 2. DOES COLLECTION SYSTEM OPERATOR STAFFING COMPLY WITH DIVISION 10 OF ADEM ADMINISTRATIVE CODE?

YES	NO

MWPP SEWAGE SLUDGE SURVEY

Note: Permittees that submitted the "Annual Report Review Form" for sludge to the EPA may submit a copy with the MWPP in lieu of this Attachment

Facility Background Information:

1. Facility Information Permit Number: AL0020842

Name: City of Fairhope, Wastewater Treatment Plant

Street Address: 300 North Church Street, Fairhope Alabama 36532

County: Baldwin

2. Facility Contact

Name: Jason Langley / Dennis Scott

Title: Superintendent / Plant Manager

Telephone: 251-928-8003 / 251-990-0139

Permittee Name: City of Fairhope, Water and Wastewater

Mailing Address: PO Box 429
Fairhope Alabama 36533

Facility Flow Information:

1. Facility Wastewater Treatment Capacity

Average Daily Flow: 2.61 MGD

Facility Design Capacity: 4.00 MGD

2. Estimated Septage Quantity Handled (Residuals Removed from Septic Tank Systems)

Average Domestic Septage: 0.00 gallons per month

Average Commercial Septage: 0.00 gallons per month

3. Method of Septage Processing

Mixed with Influent Wastewater for Treatment

Mixed with Sewage Sludge

We do not accept any septage

4. Estimated Percentage Contributing Wastewater Flow

Residential: 97 %

Industrial: _____ %

Other: 03 % Describe: Small business and restaurants

5. List type of wastewater treatment process(es) utilized at this facility:
Digestion, Aeration, Bioset Process (Class A EQ)

6. Estimated sewage sludge wasting rate at this facility: _____ lb/day dry weight
or 90,000 gallons per day

7. Estimated untreated sludge received from off site: _____ lb/day dry weight
or 0.00 gallons per day

8. Estimated percent solids of combined sewage sludge prior to treatment: 1.00 %

9. List the sewage sludge treatment processes used in preparing sludge for final use or disposal:

Bioset Process, Class "A" EQ Sludge
Alkalinity & Heat Treatment
Backup Class "B" Drying Beds

Sludge Quantity
 (untreated pounds per day)
24098

10. Estimate the total volume of sludge generated:

4398
 (dry U.S. tons per year)

Sludge Disposal Methods

1. Which of the following describes the current method of sewage sludge disposal for this facility?

	Current Practices		Quantity (dry U.S. tons/year)	Proposed Practices	
	Approved by ADEM			Approved by ADEM	
	Yes	No		Yes	No
a. <input checked="" type="checkbox"/> Land Application, Bulk Shipped	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>4398</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Agriculture	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Forest	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Public Contact	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Lawn/Home Garden	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
b. <input type="checkbox"/> Land Application, Bagged/Other Container	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Agriculture	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Forest	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Public Contact	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Lawn/Home Garden	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
c. <input type="checkbox"/> Incineration	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
d. <input type="checkbox"/> Subtitle D Landfill (Disposal Only)	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
e. <input type="checkbox"/> Lined Treatment Lagoon or Stabilization Pond	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
f. <input type="checkbox"/> Unlined Lagoon or Stabilization Pond	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>
g. <input type="checkbox"/> Other (Please Describe)	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>

2. If "f" was selected above and sludge is stored for two (2) or more years, enter the distance between the surface disposal site and the property line: _____ feet

Pollutant Concentrations:

1. Enter the total concentrations of the following analytes using existing data. **Do not enter TCLP results.**

Analyte	Concentration (mg/kg or ppm)	Sample Type	Sample Date	Detection Level Of Analysis
Arsenic	mg/kg	Grab	01/24/2020	0.90
Cadmium	mg/kg	Grab		0.44
Chromium	mg/kg	Grab		4.675
Copper	mg/kg	Grab		26.23
Lead	mg/kg	Grab	05/19/2020	2.10
Mercury	mg/kg	Grab		0.118
Molybdenum	mg/kg	Grab		0.91
Nickel	mg/kg	Grab		3.53
Selenium	mg/kg	Grab	07/27/2020	1.80
Zinc	mg/kg	Grab		150
Ammonium-Nitrogen	mg/kg	Grab		328
Nitrate-Nitrogen	mg/kg	Grab		19.00
Total Kjeldahl Nitrogen	mg/kg	Grab	12/15/2020	7890

2. Enter the estimated or determined percent solids of the sewage sludge when sampled for the above analysis: 25 %

Treatment Provided for Sewage Sludge at the Facility:

1. Which class of pathogen reduction does the sewage sludge meet at the facility? (As defined in 40 CFR Part 503)

Class A

Alternative A1 – Time and Temperature

Alternative A2 – Alkaline Treatment

Alternative A3 – Analysis and Operation

Alternative A4 – Analysis Only

Alternative A5 – Process to Further Reduce Pathogens (PFRP)

Heat Drying Thermophilic Aerobic Digestion Heat Treatment

Pasteurization Gamma Ray Irradiation Beta Ray Irradiation Composting

Alternative A6 – PFRP Equivalent _____

Class B

Alternative B1 – Fecal Coliform Count

Alternative B2 – Process to Significantly Reduce Pathogens (PSRP)

Aerobic Digestion

Air Drying

Anaerobic Digestion

Composting

Lime Stabilization

Alternative B3 – PSRP Equivalent _____

Neither or Unknown

Vector Attraction Control:

- Option 1 – Minimum 38% Reduction in Volatile Solids
- Option 2 – Anaerobic Processes with Bench-Scale Demonstration of Volatile Solids Reduction
- Option 3 – Aerobic Processes with Bench-Scale Demonstration of Volatile Solids Reduction
- Option 4 – Specific Oxygen Uptake Rate (SOUR) for Aerobically Digested Sludge
- Option 5 – Aerobic Processes plus Elevated Temperature
- Option 6 – Raised pH to 12 and Retained at 11.5
- Option 7 – 75% Solids with No Unstabilized Solids
- Option 8 – 90% Solids with Unstabilized Solids
- Option 9 – Injection Below Land Surface
- Option 10 – Incorporation into Soil within 6 or 8 Hours
- Option 11 – Covering Active Sewage Sludge Unit Daily
- None of the Above

Groundwater Monitoring:

1. If disposal practice is surface disposal or land application, is groundwater monitoring required or performed at this site? Yes* No

*If yes, please submit a copy of the groundwater monitoring reports along with this survey. Also, please provide the approximate depth to groundwater and the groundwater monitoring procedures used to obtain the data.

Land Application of Sewage Sludge:

Answer the following questions if sewage sludge is applied to land.

1. If sewage sludge is land applied in bulk form, what type of crop or other vegetation is grown on this site?
Sod and Hay

2. If sewage sludge is land applied in bulk form, what is the nitrogen requirement for this crop or vegetation?
Our sludge is Class "A" EQ. The Nitrogen requirement for grass and hay runs 45 to 60 lbs/ac.

3. If sewage sludge is land applied in bulk form, briefly describe the nature of any complaints filed from neighbors?
No official complaints filed with the City of Fairhope.

RESOLUTION NO. ____

WHEREAS, pursuant to the City of Fairhope’s Road Name/Change Policy adopted on June 22, 2009 to help with road name selection and changing all or a portion of a road, Paul and Karen Myrick and others has petitioned the City of Fairhope to request the currently unnamed lane/alley that has entrances/exits on Summit Street and Powell Avenue in Fairhope, AL, to be named “Alley Cat Lane” or with the alternate name of “Bluff’s Bend.”

NOW BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City of Fairhope accepts/rejects and approves/disapproves the proposed name of “Alley Cat Lane” or with the alternate name of “Bluff’s Bend” pursuant to the City’s Road Name/Change Petition at the request of Paul and Karen Myrick and others.

DULY ADOPTED THIS 10TH DAY OF MAY, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



Received 4/30/21
LHH

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: City Council
FROM: Planning Department
DATE: April 30, 2021
RE: Road Name Petition

The Planning staff has consulted with other City Departments and staff's recommendation is to deny the request of naming the ROW's described in the application. The City has not historically named service alley ROW's that no properties are addressed to. The City holds concerns that naming service alley ROW's would encourage through traffic on ROW's that are not designed to accommodate.

Mike Jeffries

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper

April 9, 2021

To: The Planning Staff of the City of Fairhope
City of Fairhope Planning and Building Department
Re: Road Name/Change Petition
From: Paul and Karen Myrick on behalf of affected resident and non-resident landowners

To the Planning Staff:

Attached you will find the following:

1. Road Name/Change Petition
2. Signatures of 100% of affected residents, all approving of the selected road name(s)
3. Letter from Baldwin County 911 that approves selection of either name
4. Processing Fee of \$50.00, payable to the City of Fairhope

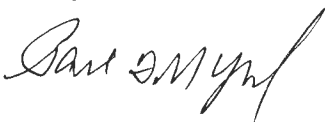
We have submitted two names that are liked equally by the residents. Please note that one entrance/exit runs east to west from North Summit Street and one entrance/exit runs south to north from Powell Street. If one street name is chosen by the Planning Staff, it might be necessary to have designations of East or South. If the committee prefers, one name could be selected for one entrance to this dog-legged shaped lane and the other for the second.

Of course, we want street name signs for identification.

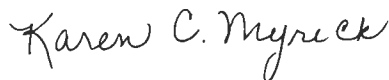
We and other residents are happy to be present at the Fairhope City Council meeting when the naming is discussed.

Thank you for your attention to our petition.

Sincerely,



Paul D. Myrick



Karen C. Myrick

ROAD NAME / CHANGE PETITION

We, the undersigned, hereby petition the City of Fairhope City Council to permit the naming of our roadway. We understand and accept that many roads in Baldwin County were named for ease of resident location, particularly for emergency response, and that renaming a roadway is a serious matter involving numerous agencies and departments.

If the name change or naming of a road is not approved, we understand that we must wait twenty-four (24) months from the date of the rejection before submitting another petition.

PROPOSED NEW ROAD NAME: Alley Cat Lane

ALTERNATE NAME: Bluff's Bend

CURRENT ROAD NAME: There is no name.

CHANGE ENTIRE ROAD TO: _____
Or

CHANGE PART OF ROAD TO: _____

Describe portion to be changed
This is a lane/alley that has entrances/exits on Summit Street and Powell Avenue in Fairhope,AL.

Proposed street name approved by Baldwin County 911 yes no

<u>NAME</u> (print)	<u>SIGNATURE</u>	<u>OWNER</u> or <u>RESIDENT</u>	(street & mail) <u>ADDRESS</u>	<u>PHONE</u>
---------------------	------------------	------------------------------------	-----------------------------------	--------------

Paul and Karen Myrick

Tony and Carolyn McLaughlin

Please see attached list of affected residents.

BACKGROUND INFORMATION

What reason is there to rename or name the road?

We sometimes have trouble getting city services at the rear
of our homes or directing visitors to the parking at
the back of our homes.

Check one: Private drive _____ Right of way _____ Easement _____

Location of and length of roadway:

It is a city right of way, we think.
It's a dogleg shape of 436 feet with entrances on Powell Avenue
and Summit Street.

Comments:

This is an important access way for our city services, for
home access for residents, and for walkers in the bluff area.

.....
FOR OFFICE USE ONLY

Processing fee included with petition? Yes X No _____
If no, date received: _____)

Number of registered landowners: 9
Number of signers: 9 % of Total: 100

Was percentage of criteria met? Yes X No _____
Are all names available? Yes X No _____

Tax Map location(s): 16' ROW CONNECTING N. SUMMIT ST TO POWELL AVE

ROAD NAME/CHANGE PETITION

NAMES OF AFFECTED RESIDENTS:

Petition Signature

- 1. Paul and Karen Myrick
308 North Bayview Street
Fairhope, AL 36532
251-210-6200
- 2. Tony and Carolyn McLaughlin
108 Blakeney Avenue
Fairhope, AL 36532
251-279-9443
- 3. Carol and Russ Skidmore
107 Powell Avenue
Fairhope, AL 36532
251-928-0234
- 4. Bill Granade
109 Powell Avenue
Fairhope, AL 36532
251-985-3696
- 5. Kevin Donahue
110 Blakeney Avenue
Fairhope, AL 36532
- 6. Pellum and Sharon Walker
303 North Summit Street
Fairhope, AL 36532
251-928-9510
- 7. Cathy Brumback and Louis Patterson
112 Blakeney Avenue
Fairhope, AL 36532
251-990-2305
- 8. Leslie Evans / *Danny*
307 North Summit Street
Fairhope, AL 36532
- 9. Paul ~~xxxxxx~~ Mutual
111 Powell Avenue
Fairhope, AL 36532

Paul and Karen Myrick

Tony & Carolyn McLaughlin

Russ Skidmore

Bill Granade

Kevin Donahue

Pellum & Sharon Walker

Cathy Brumback & Louis Patterson

Danny

Paul Mutual

From: Baldwin911 ADDRESSING ADDRESSING@baldwin911.org
Subject: RE: Word Choice for Naming a Lane in Fairhope, AL
Date: April 5, 2021 at 10:34 AM
To: Karen Myrick kcmyrick@gmail.com



Both choices below are fine with us.

Samantha Roberts

Addressing Department
23171 McAuliffe Dr
Robertsdale, AL 36567
251-947-3911 ext 5159
www.baldwin911.org



Like and Follow us:



-----Original Message-----

From: Karen Myrick <kcmyrick@gmail.com>
Sent: Thursday, April 1, 2021 3:58 PM
To: Baldwin911 ADDRESSING <ADDRESSING@baldwin911.org>
Subject: Word Choice for Naming a Lane in Fairhope, AL

Samantha,

Per the instructions on the form "Instructions for Completing the Road Name/Change Petition" from the City of Fairhope, we must check with Baldwin County 911 about "the availability of any word (we) are considering before submitting (our) petition" for naming a lane adjacent to our property to the Fairhope's Planning and Building Department.

The lane, which runs behind our homes, currently has no name. All of the neighbors with property adjacent to the lane have other 911 street addresses (on Blakeney Avenue, Powell Avenue, North Summit Street, or North Bayview Street). However, many of our home services, such as trash pick-up or utilities repair, occur from the lane, and we believe these services might be improved by having a name for this lane so that services could be better directed to this area. Through a neighborhood petition and vote, all of the affected neighbors have agreed on the following name possibilities:

1. Alley Cat Lane **YES**
2. Bluff's Bend **YES**

Please let us know of the availability of either or both of these names for the purpose of our submission to the City of Fairhope.

Thank you.

Karen C. Myrick
308 North Bayview Street
Fairhope, AL 36532
251-210-6200

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CITY OF FAIRHOPE
PUBLIC WORKS
PO DRAWER 429
FAIRHOPE, AL 36533
251-928-8003

022235-0001 Gina B. 05/04/2021 08:54AM

MISCELLANEOUS

MISC GEN FUND INCOME (5166) 2021 Item: 5166 1 @ 50.00 MISC GEN FUND INCOME (5166)	50.00

	50.00
Subtotal	50.00
Total	50.00
 CHECK Check Number 7496	50.00

Change due	0.00

Paid by: PAUL OR KAREN MYRICK

Comments: PAUL AND KAREN MYRICK
ROAD NAME PETITION
ALLEY CAT LANE

555 S SECTION ST, FAIRHOPE AL, 36532
<http://www.cofairhope.com>

CUSTOMER COPY