

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

MONDAY, 24 MAY 2021 – 4:30 P.M. – COUNCIL CHAMBER

1. Presentation from Baldwin County Economic Development Alliance to present their proposed application for the K-1 Center – Lee Lawson
2. Working Waterfront ADA Compliancy Report – Rick Hinrichs
3. Discussion for the Triangle Property and Conservation Easement – Mayor Sullivan and Councilmember Martin
4. Committee Updates
5. Department Head Updates

**City Council Agenda Meeting - 5:30 p.m.
on Monday, May 24, 2021 – Council Chambers**

Next Regular Meeting – June 14, 2021 - Same Time and Place

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 24 MAY 2021 - 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 10 May 2021 Regular City Council Meeting, minutes of 10 May 2021 Work Session, and minutes of 10 May 2021 Agenda Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Public Hearing** – An Ordinance to Approve an Application from Coca Cola Bottling Company United for a Franchise Agreement to operate Beverage Vending Machines at the locations specified in Bid No. 006-21, Beverage Vending and Concessions 2021 – Three Year; and it is to be in the best interest of the public and the City of Fairhope to grant this franchise.
6. Ordinance – Directing the Transfer and Declaring certain real property as surplus and not needed for public or municipal purposes – located at the Intersection of County Road 13 and County Road 32 Improvement – 05-46-08-33-0-000-009.000: Tract Number 1; containing 0.210 acres, more or less to Baldwin County, Alabama to be used as part of construction of a roundabout at said intersection which will serve a public purpose allowing easier ingress and egress to the City’s future sports fields and increase traffic safety at said intersection.
7. Resolution – That the Fairhope City Council hereby authorizes Mayor Sherry Sullivan to prepare and sign a Letter of Intent for the Fairhope Educational Enrichment Foundation (“FEEF”) to lease a portion of the K-1 Center property and buildings as contained within and specified in the attached Exhibit A- Pages 1 and 2. The lease will be \$1.00 per year (for a term of 25 years). The City Council hereby establishes and declares that the described real property of the City of Fairhope, Alabama, is not needed for public or municipal purposes during the term of this lease. The City of Fairhope will provide insurance for property. FEEF is not allowed to sublet any portion of the property; and will be responsible for maintenance. FEEF will be responsible for improvements to building conditions. The building improvements and educational opportunity constitute a valid public purpose for the City. The specific terms and conditions of which will be detailed in the Lease Agreement to be completed by August 1, 2021.
8. Resolution – To Authorize the Submission of an FY 2022 Transportation Alternatives Set-Aside Program Grant to the Alabama Department of Transportation to Construct New Sidewalk Facilities along Fairwood Boulevard and Blue Island Avenue. Total project cost is estimated at \$800,000.00; the City will be responsible for providing 20 percent or \$160,000.00.
9. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute Amendment No. 1 to the RSA Agreement for Twin Beech Road dated January 28, 2020, between the City of Fairhope and The Teachers’ Retirement System of Alabama and The Employees’ Retirement System of Alabama.

10. Resolution – That City Council hereby authorizes Mayor Sherry Sullivan to enter into a two month rental agreement with Eastern Shore Parents Aquatic Foundation, Inc. (ESPAF) dba S.W.A.T. for certain limited use of the City’s municipal pool facility. The limited use shall be for three contiguous swim lanes from 3:30 p.m. to 7:00 p.m. Mondays through Fridays beginning either March 15, 2021 or March 22, 2021. The monthly rental fee shall be \$900.00, and each swimmer shall have a Fairhope municipal pool membership. ESPAF shall name the City as an additional insured on its policy and shall execute a hold harmless/indemnity agreement with the City. Any and all recreation department activities shall take priority over any ESPAF use of the facility. The recreation department shall endeavor to provide a 48 hour notice to ESPAF of any potential use conflict.
11. Resolution – That the City Council approves the selection of S.E. Civil, LLC to perform Professional Engineering Services for Water Main Replacement at SR 181 along ROW to CR 34 for the Water Department; and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.
12. Resolution – That the City Council approves the selection of Lieb Engineering Company to preform Professional Engineering Services for Design and Construction Administration for additional Ballfields and Parking for the Recreation Department; and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.
13. Resolution – That the City Council approves the selection of EnCompass360 to perform Professional Services to conduct FEMA-HMGP Grant Application, Program Management, and Grant Administration for a FEMA Rate First Responder Safe Room; and hereby authorizes Mayor Sherry Sullivan to execute a contract with a total cost of \$60,000.00 which is an unbudgeted item.
14. Resolution – That the City hereby awards the contract for the Fairhope Area Community Based Comprehensive Land Use Plan RFP PS001-21 for ADCNR Grant #S1P17-FACP (RESTORE Act) to Neel-Schaffer with a fee not-to-exceed \$526,500.000 of grant funds; and authorizes the Mayor to execute the contract with this firm.
15. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 to Bid Number 010-20, Church Street Utility and Drainage Improvements for Replacement of 482 Linear Feet of Existing Gas Main and 9 Gas Services with an increased cost in an amount of \$32,746.00; and award the Change Order to Asphalt Services, Inc.
16. Resolution – To Award Bid for Installation of SIGNA UV at Treatment Plant for the Sewer Department (Bid No. 017-21) to Rob’t. J. Baggett, Inc. with a total cost of \$182,221.00.
17. Resolution – To Award Bid for Ready-Mix Concrete for the City (Bid No. 025-21) to Ready Mix USA, LLC with a total bid proposal for the unit amounts shown in the attached bid tabulation.

18. Resolution – That the City of Fairhope has voted to purchase Over Pressure Protection (OPP) and Emerson’s Zedi Cloud SCADA Solution for Gas Utilities Monitoring 11 sites including the Gate Station Sites for the Gas Department from John H. Carter Company, Inc., or its subsidiary, ControlWorx, LLC, as Sole Source Distributor in the Southern third of Alabama; and authorizes procurement without formal bid based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The cost will be \$27,283.45 (\$21,823.45 equipment plus \$455.00 per month for the 11 sites).
19. Resolution – That the City of Fairhope has voted to purchase Forty (40) LED Lights to upgrade Lighting on U. S. 98 (Greeno Road) from State Highway 104 to Parker Road for the Electric Department from GRESCO; and authorizes procurement without formal bid based on the option allowed by the Code of Alabama 1975, Section 41-16-51(b)(7). The cost will be \$49,000.00.
20. Resolution – That the City of Fairhope has voted to procure one (1) Trane Odyssey Split System Air Conditioning Unit for the James P. Nix Center; and the equipment is available for direct procurement through the CO-OP Contract through US Communities #USC 15-JLP-023 and other vendors for installation. The total unbudgeted not-to-exceed cost is \$12,500.00.
21. Appointment – Parking Authority – Morgan Slay
22. Public Participation – (3 minutes maximum)
23. Executive Session – To Discuss Pending Litigation and Possible Settlement Options regarding said Pending Litigation.
24. Adjourn

**City Council Work Session - 4:30 p.m.
on Monday, May 24, 2021 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.
on Monday, May 24, 2021 – Council Chambers**

Next Regular Meeting – Monday, June 14, 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, 10 May 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 6:05 p.m. The invocation was given by Rick Malugani, Pastor of Fairhope Christian Church, and the Pledge of Allegiance was recited.

Council President Burrell stated there was a need to add on an agenda item after Agenda Item Number 19: a resolution that the Governing Body of the City of Fairhope hereby authorizes Mayor Sullivan to execute a mutual release agreement with The Charter Oak Fire Insurance Company in the Southern District Court matter number 1:19-CV-00117-TFM-B.

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

Councilmember Robinson moved to approve minutes of the 26 April 2021, regular meeting; minutes of the 26 April 2021, work session; and minutes of the 26 April 2021, agenda meeting. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Mayor Sullivan addressed the City Council and thanked Public Utilities for their hard work on the pier. She mentioned the crosswalks at City Hall and the Police Department that are not working but are under warranty; and the company is supposed to repair. Mayor Sullivan thanked City Treasurer Kim Creech for the six-month financial update. She commended all of the events that took place last week.

Mayor Sullivan stated that May is Mental Health Month. She presented a proclamation to Councilmember Martin and Special Projects and Grant Manager Jessica Walker proclaiming in the City of Fairhope that May 2021 is Mental Health Month. She said we need to increase awareness in our Community.

10 May 2021

The following individual spoke during Public Participation for Agenda Items:

- 1) Karen Myrick, 308 North Bayview Street, addressed the City Council regarding Agenda Item No. 19: a resolution that the City Council hereby that the City of Fairhope accepts and approves the proposed name of “Bluff’s Bend” pursuant to the City’s Road Name/Change Petition at the request of Paul and Karen Myrick and others for symbolic purposes. She said that citizens use passageway all the time; and there is one stand alone cottage on this passageway. Ms. Myrick mentioned guest park on the lane (right-of-way) when we have get together; they need a name for finding right-of-way. She said it would be helpful if named.

Councilmember Boone thanked everyone for the City’s help with the Arts and Crafts Festival which he said was one of his favorite events.

Councilmember Conyers mentioned he attended both the Arts and Crafts Festival and the Eastern Shore Repertory Theatre presentation of the Wizard of Oz. He thanked everyone for their help with all events.

Councilmember Robinson commented also on the Arts and Crafts Festival, Eastern Shore Repertory Theatre presentation of the Wizard of Oz, and the Mayor’s Prayer Breakfast. He said it was great seeing everyone out and about.

Council President Burrell congratulated Mayor Sullivan on the Arts and Crafts Festival; and thanked City employees for their hard work. He thanked the Public Works Department and the Utilities for their pier work. Council President Burrell thanked Chief Hollinghead and the Officers that were recognized. He told City Treasurer Creech that her report was simple and yet enough; and said good job.

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a 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. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

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10 May 2021

RESOLUTION NO. 4076-21

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

10 May 2021

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a 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”). Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 4077-21

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

10 May 2021

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a 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”). Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 4078-21

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

10 May 2021

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a 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. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 4079-21

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

10 May 2021

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a 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. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4080-21

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

10 May 2021

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a 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. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4081-21

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

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a 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. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

10 May 2021

RESOLUTION NO. 4082-21

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

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a 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. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4083-21

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 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.

Adopted on this 10th day of May, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

10 May 2021

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a 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. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4084-21

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 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:

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|---|-------------|
| MAD DASH INC. d/b/a Southern Steel Structures** | \$47,595.00 |
| KEMKO, INC. | \$61,116.00 |

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

[3] After evaluating the bid proposals with the required bid specifications, Kemko, Inc. 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

10 May 2021

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to procure 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. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 4085-21

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 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

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a 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). Seconded by Councilmember Martin, motion passed unanimously by voice vote.

10 May 2021

RESOLUTION NO. 4086-21

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 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

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase a 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. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

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10 May 2021

RESOLUTION NO. 4087-21

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

[1] That the City of Fairhope has voted to 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

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a 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. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

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10 May 2021

RESOLUTION NO. 4088-21

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

[1] That the City of Fairhope has voted to 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

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a 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. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

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10 May 2021

RESOLUTION NO. 4089-21

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

Council President Burrell questioned the relocation of the geese for this year. Public Works Director Richard Johnson replied it is a small flock right now and he would monitor it. He said the program was effective last year; and molten season is not until around June.

10 May 2021

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope accepts and approves the proposed name of “Bluff’s Bend” pursuant to the City’s Road Name/Change Petition at the request of Paul and Karen Myrick and others for symbolic purposes. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 4090-21

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 and approves the proposed name of “Bluff’s Bend” pursuant to the City’s Road Name/Change Petition at the request of Paul and Karen Myrick and others for symbolic purposes.

DULY ADOPTED THIS 10TH DAY OF MAY, 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 Governing Body of the City of Fairhope hereby authorizes Mayor Sullivan to execute a mutual release agreement with The Charter Oak Fire Insurance Company in the Southern District Court matter number 1:19-CV-00117-TFM-B. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

10 May 2021

RESOLUTION NO. 4091-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the Governing Body of the City of Fairhope hereby authorizes Mayor Sullivan to execute a mutual release agreement with The Charter Oak Fire Insurance Company in the Southern District Court matter number 1:19-CV-00117-TFM-B.

Adopted on this 10th day of May, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

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

There being no further business to come before the City Council, the meeting was duly adjourned at 6:37 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

Monday, May 10, 2021

Page -2-

- Council President Burrell announced the Eastern Shore Metropolitan Planning Organization (“ESMPO”) will hold a Public Hearing on May 19, 2021 at the Fairhope Satellite Courthouse. He said the ESMPO will have a Special-Called Meeting on June 9, 2021 regarding the “Bridge Long Term Plan.”
- 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.
- City Treasurer Kim Creech addressed the City Council and said she has hired the Purchasing Manager Trainee who will begin June 1, 2021.
- Planning and Zoning Manager Hunter Simmons addressed the City Council regarding the CBD and parking; and proposed amendments for same. He said we need to further educate before voting on the amendments. He mentioned more broadband companies coming to Fairhope, but first will have to go before Planning Commission for the 11-52-11 Review. Council President Burrell said modifications to parking is needed.
- Public Works Director Richard Johnson addressed the City Council regarding the Utility Restoration Project that is a team effort and moving smoothly. He mentioned the Stadium and ADA compliance (bid or coop agreement); and said the issue is getting concrete delivered. Mr. Johnson said we may have to get our own truck and pick up the concrete. He stated vendors will not respond to a concrete bid.
- Recreation Director Pat White addressed the City Council and mentioned Fairhope High School Spring Football game; Fairhope High School graduation on Tuesday; pool lobby floor completed; and working on several landscape projects.
- Community Affairs Director Paige Crawford addressed the City Council regarding City Sketches and communications; handling several events; and the Nix Center being open to full capacity.
- Special Projects and Grant Manager Jessica Walker addressed the City Council and announced the City’s ACE recertification has been approved.
- Gas Superintendent Terry Holman addressed the City Council and mentioned they have had 100 plus calls for generators; 34 abandoned services found; and the cast iron change out estimate is being done. Mr. Holman said he has two more people to hire.
- Assistant Electric Superintendent Jeremy Morgan addressed the City Council and said the primary has been pulled on the pier project and lights are on. Mr. Morgan said he has two positions that need to be filled.
- Human Resources Manager Traveis Cunningham addressed the City Council and said the City has seven new hires and several retirees. Mr. Cunningham said his Department has had valuable training in the past few weeks.

Monday, May 10, 2021

Page -3-

- Assistant Water and Sewer Superintendent Tim Manuel addressed the City Council and said the water and sewer was hooked up on pier and water samples are being tested. He said the City has two new employees and three employees to hire. Mr. Manuel commented we have survived the rain so far today; and Suez will review the AT&T damage on the \$2 million tank.

Mr. Manuel explained Agenda Item No. 18: a 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. He said the SSOs are the main issue with a total of 38 from three storms producing over 40 inches of rain. He said that smoke testing is being done in the area; and we are looking for a flavor or smell for the test, so no one panics. Mr. Manuel stated they found some issues; and they will write a letter and then follow up with a house call.

- Building Official Erik Cortinas addressed the City Council and said the Right-of-Way Ordinance needs some updates and the fee schedule is lower than other Cities/Towns. He mentioned there are two benchmarks for the Building Department one is the ISO Rating which is rated like the Fire Department's rating: 10 to 1 rating with one being the best. He commented the City received a "4" for residential and a "4" for commercial. Mr. Cortinas said the second benchmark is the "Community Assistant Visit" which revealed no violations for the first time.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:33 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk



**CITY OF FAIRHOPE
CITY COUNCIL MEETING
May 10, 2021**

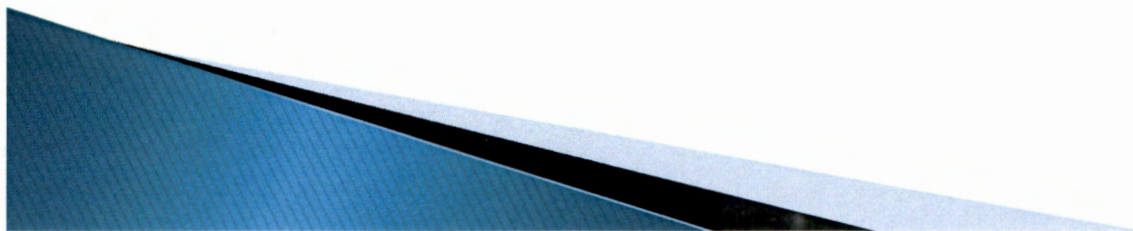
**SUMMARY
FINANCIAL REPORTS
SIX MONTHS ENDED
MARCH 31, 2021**



CASH

(6 MONTHS ENDED 3/31/2021)

| | |
|----------------|-------------------|
| ▶ GENERAL FUND | \$13,523,173 |
| ▶ UTILITIES | <u>28,097,638</u> |
| ▶ TOTAL | \$41,628,811 |



GENERAL FUND LOCAL TAXES

| | 6 MONTHS ENDED 3/31/20 | 6 MONTHS ENDED 3/31/21 | INCREASE (DECREASE) % |
|--------------------------|---------------------------------------|---------------------------------------|--------------------------------------|
| PROPERTY TAX | 5,571,327 | 5,927,621 | 6.4% |
| SALES TAX | 3,831,754 | 4,299,224 | 12.2% |
| SSUT | 233,236 | 342,542 | 46.8% |
| LODGING TAX | 376,255 | 329,216 | (12.5%) |
| TOTAL LOCAL TAXES | 10,525,329 | 11,490,272 | 9.2% |



GENERAL FUND REVENUES

| | 6 Months Ended 3/31/20 | 6 Months Ended 3/31/21 | Increase/ (Decrease) |
|---|---------------------------|---------------------------|-------------------------|
| Property Tax | 5,829,357 | 6,235,126 | 405,769 |
| Local Tax | 4,695,972 | 5,255,146 | 559,174 |
| Licenses & Permits | 3,409,291 | 3,644,897 | 235,606 |
| Court Revenue | 130,741 | 70,317 | (60,434) |
| Adult Rec. Rev. | 30,595 | 17,860 | (12,735) |
| State of AL/US Gov. | 58,197 | 343,697 | 285,500 |
| Interest & Rents | 176,088 | 108,315 | (67,773) |
| Sanitation | 1,015,873 | 1,019,474 | 3,301 |
| Golf Revenue | 536,316 | 621,585 | 85,269 |
| Rec. Dept. Revenue | 144,907 | 146,095 | 1,188 |
| Marina/Harbor | 194,262 | 205,506 | 8,244 |
| Other Revenue, Grants, Charges for Services | 2,109,452 | 872,044 | (1,237,408) |
| Transfers In | <u>1,199,068</u> | <u>242,500</u> | <u>(956,568)</u> |
| Total Revenue and Transfers In | 19,530,119 | 18,779,562 | (750,558) |



GENERAL FUND

REVENUE & EXPENDITURES

| | 6 MONTHS ENDED 3/31/20 | 6⁰³ MONTHS ENDED 3/31/21 | INCREASE (DECREASE) |
|--|---------------------------------------|--|--------------------------------|
| REVENUES (INCLUDING UTILITY TRANSFERS) | 19,305,294 | 18,489,001 | (816,293) |
| EXPENSES | 16,665,921 | 24,700,010 | 8,034,089 |
| EXCESS REVENUE OVER (UNDER) EXPENSE | 2,649,373 | (6,211,009) | |



GAS FUND

| | 6 MONTHS ENDED 3/31/20 | 6 MONTHS ENDED 3/31/21 | INCREASE (DECREASE) |
|--|---------------------------------------|---------------------------------------|--------------------------------|
| REVENUES | 4,431,230 | 5,195,559 | 764,329 |
| COST OF ENERGY EXPENSES - INCLUDING TRANSFERS | 929,762 | 1,191,298 | 261,536 |
| | <u>2,062,796</u> | <u>1,799,583</u> | (263,213) |
| TOTAL COST/EXPENSE | 2,992,558 | 2,990,881 | |
| EARNINGS (LOSS) | 1,438,672 | 2,204,678 | |



ELECTRIC FUND

| | 6 MONTHS ENDED 3/31/20 | 3 MONTHS ENDED 3/31/21 | INCREASE (DECREASE) |
|---|---------------------------------------|---------------------------------------|--------------------------------|
| REVENUES | 9,563,516 | 8,166,005 | (1,397,511) |
| COST OF ENERGY | 4,059,948 | 4,479,374 | 419,426 |
| EXPENSES - INCLUDING TRANSFERS | 2,511,592 | 2,315,086 | 196,506 |
| TOTAL COST/EXPENSE | 6,571,540 | 6,794,460 | |
| EARNINGS (LOSS) | 2,991,976 | 1,371,545 | |



WATER FUND

| | 6 MONTHS ENDED 3/31/20 | 6 MONTHS ENDED 3/31/21 | INCREASE (DECREASE) |
|---|---------------------------------------|---------------------------------------|--------------------------------|
| REVENUES | 3,888,713 | 3,928,870 | 40,157 |
| COST OF ENERGY | 63,498 | 57,981 | (5,517) |
| EXPENSES - INCLUDING TRANSFERS | <u>2,085,192</u> | <u>1,847,097</u> | (238,095) |
| TOTAL COST/EXPENSE | 2,148,690 | 1,905,078 | |
| EARNINGS (LOSS) | 1,740,022 | 2,023,792 | |



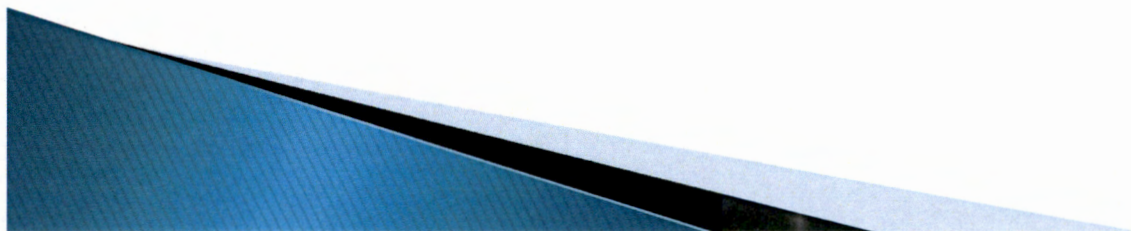
SEWER FUND

| | 6 MONTHS ENDED 3/31/20 | 6 MONTHS ENDED 3/31/21 | INCREASE (DECREASE) |
|---------------------------|---------------------------------------|---------------------------------------|--------------------------------|
| REVENUES | 2,485,543 | 2,586,431 | 100,888 |
| COST OF ENERGY | 235,070 | 233,071 | (1,999) |
| EXPENSES | <u>2,057,425</u> | <u>2,042,689</u> | (14,736) |
| TOTAL COST/EXPENSE | 2,292,495 | 2,275,760 | |
| EARNINGS (LOSS) | 193,048 | 310,671 | |



SANITATION

| | 6 MONTHS ENDED 3/31/20 | 6 MONTHS ENDED 3/31/21 | INCREASE (DECREASE) |
|--|---------------------------------------|---------------------------------------|--------------------------------|
| REVENUES | 1,015,873 | 1,019,475 | 3,602 |
| EXPENSES | <u>1,338,735</u> | <u>1,346,074</u> | 7,339 |
| EXCESS REVENUE OVER (UNDER) EXPENSE | (322,862) | (326,599) | |



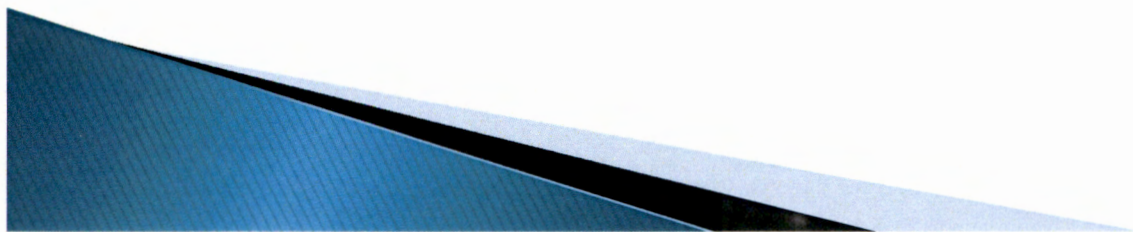
GOLF DEPARTMENT

| | 6 MONTHS ENDED 3/31/20 | 6 MONTHS ENDED 3/31/21 | INCREASE (DECREASE) |
|--|---------------------------------------|---------------------------------------|--------------------------------|
| REVENUES | 536,315 | 621,585 | 85,270 |
| EXPENSES | <u>764,562</u> | <u>739,153</u> | (25,409) |
| EXCESS REVENUE OVER (UNDER) EXPENSE | (228,247) | (107,568) | |



MARINA/HARBOR

| | 6 MONTHS ENDED 3/31/20 | 6 MONTHS ENDED 3/31/21 | INCREASE (DECREASE) |
|--|---------------------------------------|---------------------------------------|--------------------------------|
| REVENUES | 194,262 | 202,506 | 8,244 |
| EXPENSES | <u>180,416</u> | <u>186,620</u> | 6,204 |
| EXCESS REVENUE OVER (UNDER) EXPENSE | 13,846 | 15,886 | |



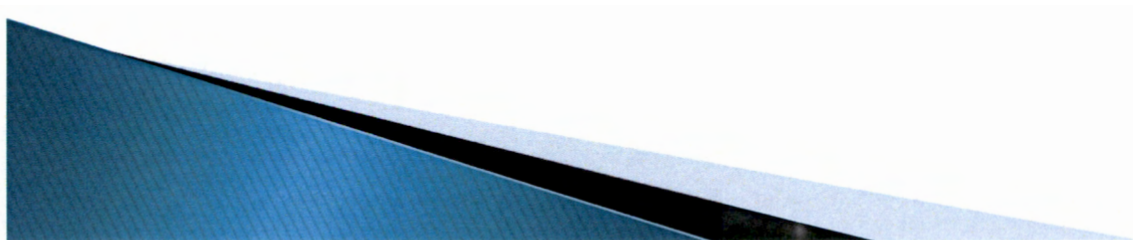
SALARIES

| | 6 MONTHS ENDED 3/31/20 | 6 MONTHS ENDED 3/31/21 | INCREASE (DECREASE) |
|----------------------|---------------------------------------|---------------------------------------|--------------------------------|
| GENERAL FUND | 5,969,279 | 5,819,984 | (149,295) |
| GAS FUND | 813,357 | 919,375 | 106,018 |
| ELECTRIC FUND | 908,560 | 1,167,059 | 258,499 |
| WATER | 685,101 | 760,565 | 75,464 |
| SEWER | 731,527 | 783,911 | 52,384 |

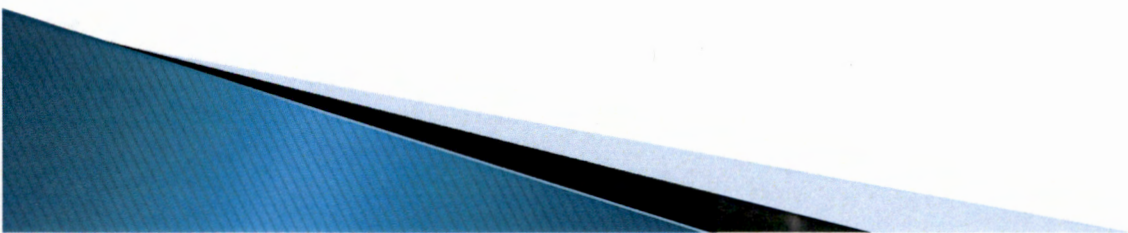


OVERTIME

| | 6 MONTHS ENDED 3/31/20 | 6 MONTHS ENDED 3/31/21 | INCREASE (DECREASE) |
|----------------------|---------------------------------------|---------------------------------------|--------------------------------|
| GENERAL FUND | 377,616 | 458,485 | 80,869 |
| GAS FUND | 81,368 | 80,815 | (553) |
| ELECTRIC FUND | 127,265 | 138,299 | 11,034 |
| WATER | 63,719 | 95,682 | 31,963 |
| SEWER | 87,165 | 117,866 | 30,701 |



QUESTIONS



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, 10 May 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.

Council President Burrell called the meeting to order at 5:33 p.m. The City Council reviewed and discussed the agenda for their meeting to be held today at 6:00 p.m. Planning and Zoning Manager Hunter Simmons, Assistant Electric Superintendent Jeremy Morgan, Public Works Director Richard Johnson, IT Director Jeff Montgomery, Assistant Water and Sewer Superintendent Tim Manuel, and City Treasurer Kim Creech addressed the City Council and briefly explained their Department's Agenda Items. Council President Burrell explained Agenda Item No. 9 and No. 19. Mayor Sullivan explained Agenda Item No. 10.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:54 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. _____

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

SECTION 1. The City of Fairhope, Alabama, having received an application from **Coca-Cola Bottling Company United** for a franchise agreement to operate **Beverage Vending Machines** at the following location described: **in locations specified in Bid No. 006-21, Beverage Vending and Concessions 2021**, and it is to be in the best interest of the public and the City of Fairhope, Alabama, to grant a franchise to **Coca-Cola Bottling Company United** under the terms and conditions of the franchise agreement attached hereto as "Exhibit A" including the fees that shall be paid to the City with respect to same.

SECTION 2. Pursuant to the authority granted by Section 11-40-1 and 11-43-62 of the Code of Alabama of 1975, the Mayor of the City of Fairhope, Alabama, is hereby directed to execute said franchise agreement in the name of the City of Fairhope, Alabama.

SECTION 3. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs and sections, since the same would have been enacted by the municipality council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4. This ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS 24TH DAY OF MAY, 2021

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

ADOPTED THIS 24TH DAY OF MAY, 2021

Sherry Sullivan, Mayor

EXHIBIT B

FRANCHISE AGREEMENT

(Amended 10-23-17)

FRANCHISE AGREEMENT

This Agreement is made and entered into by and between the City of Fairhope, Alabama ("City") a municipal corporation and Coca-Cola Bottling Company United - Central, LLC ("Grantee").

RECITALS

Grantee is a sole proprietor with a principal place of business at Fairhope, AL 36532. Grantee is engaged in the business of Beverage Vending to the public. Grantee proposes to install and operate Beverage Vending Machines at the Selected City Locations. Grantee requests that the City grant to Grantee a franchise to install, maintain and operate this business on public property at the agreed upon Vending Locations.

In consideration of the mutual covenants, promises and conditions set forth herein the parties agree as follows:

SECTION 1

Section 1.1 DEFINITIONS

Unless otherwise specially provided, or unless clearly required by the context, the words and phrases defined in this section shall have the following meanings when used in this Ordinance and Franchise Agreement:

- (1) **MAYOR:** Shall mean the Mayor of the City of Fairhope
- (2) **COUNCIL:** Shall mean the City Council of Fairhope, the governing body of City of Fairhope, Alabama.
- (3) **CITY:** Shall mean City of Fairhope, Alabama, which is governed by the Fairhope City Council.
- (4) **FRANCHISE:** Shall mean the franchise granted under the provisions of the Ala. Code §11-40-1, et seq., which authorizes municipalities to contract and to be contracted with. A "franchise" as used in this agreement is a special privilege not belonging to the citizens by common right but conferred by a municipality upon an individual or corporation.
- (5) **GRANTEE:** Shall mean Coca-Cola Bottling Company United - Central, LLC to whom a franchise has been granted by the City or anyone who succeeds Coca-Cola Bottling Company United - Central, LLC, in accordance with the provisions of the franchise.

(6) **GROSS REVENUES:** Shall mean all revenues received by the Grantee from or in connection with the operation of the franchise to provide services in the City of Fairhope pursuant to this franchise agreement.

(7) **PERSON:** Shall mean an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

(8) **SERVICE AREA:** Shall mean the geographical area within City of Fairhope and specifically defined as follows: City Vending Machine Locations

Section 1.2 REQUIREMENTS FOR FRANCHISE

(a) No person shall engage in the construction, operation, or maintenance of a private business on public property in the City unless such person or the person for whom such action is being taken shall hold a valid franchise granted by the City.

(b) Any franchise granted by the City pursuant to these rules and regulations shall not be deemed to be an exclusive right of permission. The City expressly reserves the right to grant similar nonexclusive franchises to other persons.

(c) In the event the City enters into a franchise, permit, license, authorization, or other agreement of any kind with any other person or entity other than the Grantee to enter into the City's Public Rights-of-way or public property for the purpose of operating a private business on public property in any part of the City, the material provisions thereof shall be reasonably comparable to those contained herein, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

(d) No franchise shall be granted by the City in the Central Business District located in downtown Fairhope.

(e) No franchise shall be granted by the City to any food vendor who does not show proof of ServSafe certification.

(f) No franchise shall be granted by the City to any vendor requiring a running water supply for personal sanitary purposes and/or for cleaning equipment used in the preparation of his/her product unless water supply is provided and metered by the City.

(g) Food franchises shall meet all Alabama Health Department regulations and show proof thereof.

(h) No franchise shall be granted by the City to any vendor who has electrical requirements without securing metered power from the City or, if applicable, having a generator to supply the power required; generator shall meet City of Fairhope noise ordinances.

Section 1.3 TERM OF FRANCHISE, RENEWAL

(a) The duration of this franchise agreement granted pursuant to this Ordinance shall be for one year and shall be renewed automatically each year for three years unless notice of termination is given in writing to the other party at least 60 days prior to the expiration of the then current term. This Agreement shall commence 10 days

after approved by the City Council.

Section 1.4 ENFORCEMENT OF FRANCHISE

(a) A Grantee shall not be excused from complying with any of the terms or conditions of the franchise by any failure of the City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

(b) Whenever the City shall set forth any time for any action to be performed by or on behalf of Grantee, said time shall be deemed of the essence and any failure of Grantee to perform within the time allotted shall be sufficient grounds for the City to revoke the franchise.

(c) A Grantee agrees by filing an application for a franchise that they will not assert, at any time, in any claim or proceeding that any condition or term of the franchise is unreasonable, arbitrary or void or that the City had no power or authority to make such term or conditions, but shall be required to accept the validity of the terms and conditions of the franchise in their entirety.

Section 1.5 CONFLICT WITH LAWS

(a) Whenever any law of the State of Alabama or of the United States, or of any agency of either, shall be in direct conflict with and supersede any provision of these rules and regulations, then for so long as such state or federal law or regulation shall be in force and effect, any affected provisions of this franchise granted hereunder shall be suspended and be of no force and effect and the Grantee shall not be required to comply with such provision; however, the validity of the remaining portions or provisions shall not be affected thereby. In the event this franchise imposes burdens different than those imposed by any other law, but within the power of the City to impose said burdens, the more restrictive provision shall apply.

(b) If any section, sentence, clause or phrase of these rules and regulations or of any franchise granted hereunder is held unconstitutional or otherwise invalid, such infirmity shall not affect the validity of the remaining portion of these rules and regulations or a of any franchise granted hereunder.

SECTION 2

Section 2.1 PROCEDURE FOR GRANTING FRANCHISE

(a) Any person desiring a franchise shall apply to the City for such a grant. The **application for a franchise** shall be in writing, in the form approved by and containing such information as required by the City and must be accompanied by a nonrefundable **application fee of ~~\$150.00~~ by cashier's check, certified check or money order payable** to City of Fairhope. This is a separate fee from the Franchise fee.

(b) Upon receipt of said franchise application, the City shall provide notice of said application and conduct a public hearing to determine if the grant of the franchise would be in the best interest of the citizens of City of Fairhope.

(c) The application shall contain a statement under oath that the applicant will comply with all legal, financial and technical provisions of these rules and regulations and any other municipal, state or federal regulatory agencies.

(d) The application shall define the proposed service area of the applicant with specific time standards for the establishment of service to suit the service area.

SECTION 3

Section 3.1 CONSTRUCTION AND INSTALLATION

(a) After receipt of an initial franchise, a Grantee shall proceed with due diligence to install and begin operation of the franchise.

(b) Failure on the part of the Grantee to commence and diligently pursue Beverage Vending or failure to commence operation after 90 days from the commencement of this agreement shall be grounds for termination of the franchise. The City may extend the time for the commencement and completion of Beverage Vending for additional periods in the event the Grantee, acting in good faith, experiences delays by reasons of circumstances beyond her control.

(d) The Vending Machines shall be constructed and operated in accordance with all adopted City, state and national construction and electrical codes.

Section 3.2 CONDITIONS FOR USE OF PUBLIC PROPERTY

(a) Grantee shall not install or begin operation of the franchise business until the installation has been approved by the Mayor or his designee.

Section 3.3 OPERATION AND MAINTENANCE

(a) The Grantee shall install and maintain Beverage Vending in a prudent and reasonable manner.

(b) Failures or malfunctions of the beverage vending shall be corrected by the Grantee promptly after notice of such failure or malfunction except or unless such failure or malfunction shall have been caused by storm, fire, lightening, explosion, civil unrest or other similar catastrophe.

(c) The City shall, if it deems it necessary, have the right and privilege to inspect the installation, operation and maintenance of the beverage vending by the Grantee in order to satisfy itself as to the proper performance of the terms of this franchise agreement.

SECTION 4

Section 4.1 FRANCHISE FEE

(a) There shall be a franchise fee of twenty (20) percent of Gross Revenues; and the fee for the business license which is an annual license issued by the municipality for the privilege of doing any kind of business, trade, profession or other activity in the municipality, by whatever name called.

(b) Grantee shall pay quarterly to the City during the life of the franchise a sum equal to twenty (20) percent of its gross revenues. Grantee shall file with the City on such form as prescribed by the City within sixty (60) days after the end of each quarterly a report, under oath at the risk of perjury, of the gross revenues for the preceding quarterly period, and shall, at the same time, pay to the City a sum equal to twenty (20) percent of the gross revenues for the said quarterly period.

Exception #13

Item X, Exhibit B Franchise Agreement, Section 4.2 Indemnifications

United takes exception and proposes the following changes for consistency with the RFP's previous indemnification and insurance sections as redlined below:

a. *Grantee shall at his/her sole cost and expense fully indemnify, defend and save harmless the City, its officers, boards, and employees against any and all claims, demands, suits, actions, liability and judgments for damage arising out of the negligence or willful misconduct of the Grantee in the construction, operation and maintenance of the beverage vending franchise, and against all liabilities for damages by reason of, or arising out of, any failure by Grantee to safely operate and maintain the beverage vending franchise, including reasonable attorney's fees, arising out of the exercise or enjoyment of this franchise, irrespective of the amount of comprehensive liability policy required hereunder. This indemnity shall not apply to damages occasioned solely and exclusively by acts of the City, its agents or employees.*

~~(b)~~ *Within thirty (30) days after the granting of the franchise and at all times during the term of the franchise, Grantee shall obtain, pay all premiums for, and file with the City a Certificate of Insurance for such insurance coverage as set forth in Item VII (INSURANCE) of the Bid 006-21.*

(c) *All of the foregoing insurance certificates shall be in form satisfactory to the City and shall be issued and maintained by companies authorized to do business in the State of Alabama and acceptable to the City and they shall endeavor to provide thirty (30) days written notice of any cancellation or reduction in coverage to both the City and Grantee hereir, and a copy of said certificates shall be filed with the City.*

Section 4.2 INDEMNIFICATIONS

(a) Grantee shall at his/her sole cost and expense fully indemnify, defend and save harmless the City, its officers, boards, and employees against any and all claims, demands, suits, actions, liability and judgments for damage arising out of the construction, operation and maintenance of the

franchise, and against all liabilities for damages by reason of, or arising out of, any failure by Grantee to safely operate and maintain the _____, including reasonable attorney's fees, arising out of the exercise or enjoyment of this franchise, irrespective of the amount of comprehensive liability policy required hereunder. This indemnity shall not apply to damages occasioned solely and exclusively by acts of the City, its agents or employees.

(b) Within thirty (30) days after the granting of the franchise and at all times during the term of the franchise, Grantee shall obtain, pay all premiums for, and file with the City executed duplicate copies and receipts evidencing the payment of premiums for the following:

A general comprehensive public liability insurance policy indemnifying, defending and saving harmless the City, its officers, boards, agents or employees from any and all claims by any person whatsoever on account of injury to or death of a person or persons occasioned by the operations of the Grantee under franchise herein granted or alleged to have been so caused with a minimum of liability of _____ for personal injury or death of any two or more persons in any one occurrence. Renewal certificates of such insurance shall be promptly forwarded to the City as such renewals are made, and such insurance shall be kept in force and effect during the term of this grant or franchise. The Grantee and/or the insurance company shall file with the City a written notice of any material alteration or cancellation of any insurance coverage at least thirty (30) days prior to the effective date of such alteration or cancellation. Property damage insurance indemnifying, defending and saving harmless the City, its officers, boards, agents, and employees from and against all claims by any person whatsoever for property damage occasioned by the operation of a Grantee under franchise granted by _____ City caused with a minimum liability of _____ for property damage to two or more persons in any one occurrence. Said policies of insurance shall name the City as an additional insured.

(c) All of the foregoing insurance certificates shall be in form satisfactory to the City and shall be issued and maintained by companies authorized to do business in the State of Alabama and acceptable to the City and they shall require thirty (30) days written notice of any cancellation or reduction in coverage to both the City and Grantee herein, and a copy of said certificates shall be filed with the City.

Section 4.3 BOOKS/RECORDS OF GRANTEE

(a) All books and records of a Grantee concerning its operations within the City necessary for the enforcement of the provisions of this franchise, shall be made available for inspection and audit upon demand by the City within thirty (30) days after any request for such inspection or audit has been made.

Section 4.4 GRANTEE ACKNOWLEDGEMENT

(a) Grantee is an independent contractor. No agency or employment relationship is created by this Franchise Agreement.

SECTION 5

Section 5.1 SALE OR LEASE OF FRANCHISE

(a) No transfer or control of the Beverage Vending, whether by force or voluntary sale, lease, assignment, foreclosure, attachment, merger, or any other form of disposition, shall occur or be considered valid without first giving prior notice and receiving the approval of the City. The notice shall include full identifying particulars of the proposed transaction. For the purpose of determining whether it shall consent to such change, transfer, or acquisition of control, the City may inquire into the qualification of the prospective controlling party and the Grantee shall assist the City in any such inquiry. The City shall have one 60 days from the date the notice is received by the City within which to approve or disapprove, by resolution, the proposed transfer of control. The City will not unreasonably withhold its approval.

(b) Approval of such transfer shall be expressly conditioned upon full compliance with the material terms of the franchise agreement and this Ordinance. The transferee shall agree in writing to comply with all provisions of this Ordinance and the franchise agreement.

Section 5.2 REVOCATION OF FRANCHISE

(1) Subject to the provisions of this section, the City reserves the right to revoke, at any time, any franchise granted hereunder and rescind all rights and privileges associated therewith in the event that:

(a) Grantee has not substantially complied with a material provision of this Ordinance, the franchise agreement, or of any supplemental written agreement entered into by and between the City and the Grantee; or

(b) Grantee has made a material false statement in the application for the franchise, knowing it to be false, or Grantee commits a fraud in its conduct or relations under the franchise with the City; or

(c) Grantee becomes insolvent, enters into receivership or liquidation, files for bankruptcy or assignment for benefits of creditors, or is unable to pay its debts as they mature, unless the Grantee is in due process of contesting such debts; or

(d) Grantee fails to substantially comply with a material provision of any federal or state statute, or of any material rules or regulations that govern telecommunications; or

(e) Grantee exhibits a pattern of failing to comply with service standards as adopted herein or in the franchise agreement; or

(f) Grantee fails to comply with any federal or state judgment arising directly from the exercise of Grantee's rights under its franchise; or

(g) Grantee fails to provide or maintain in full force and effect the bond and insurance policies required by this Ordinance and franchise agreement; or

(h) Grantee assigns, sells or transfers its title or interest in its franchise without the consent of the City.

(2) In the event that the City shall make a preliminary decision to revoke a franchise granted hereunder, it shall give the Grantee a minimum of thirty days written notice of its intention to terminate and stipulate cause. A public hearing shall be scheduled for the end of said 30-day period. If during said period, the cause shall be cured to the satisfaction of the City, the City shall declare the notice to be null and void. If the cause is not cured to the satisfaction of the City, before a franchise may be terminated, the Grantee must be provided with an opportunity to be heard before the City in a public hearing in accordance with due process procedures. After the public hearing, if the City, by majority vote,

determines that the franchise should be terminated, it shall issue a written decision containing its findings of fact and stating the specific grounds for termination. The decision to terminate a franchise shall be subject to judicial review as provided by law.

(3) A Grantee shall not be declared in default or be subject to any sanction under any provision of this Ordinance and franchise agreement in any case where the City determines that the action justifying such sanction is without the Grantee's knowledge or authorization or outside its control.

Section 5.3 RIGHTS UPON REVOCATION OR NON-RENEWAL

In the event the City determines that a franchise should not be renewed at its expiration or that a franchise should be revoked for cause as permitted hereunder, the Grantee shall be allowed three months from the date of such determination, or such longer period as the City may permit, to negotiate the sale of its Beverage Vending within the City to another provider at a price acceptable to the Grantee, provided that such sale shall be approved by the City pursuant to Section 5 herein. In the event a sale to a provider acceptable to the City is not then negotiated within the time allowed, then an independent expert shall be appointed to

determine the fair market value of the Grantee's Beverage Vending. The appointment of said expert shall be by mutual agreement between the City and the Grantee; provided, however, that if the City and the Grantee are unable to reach an agreement within 30 days of the written decision of termination, then the matter of appointing an expert shall be submitted, within ten (10) days immediately following expiration of the former 30 days, to the American Arbitration Association [unless the City and the Grantee mutually agree upon some other arbitrator(s)], and the expert designated by the American Arbitration Association or such other arbitrators shall be appointed. The cost of employing the arbitrator or arbitrators and the cost of arbitration, if required, shall be borne equally by the Grantee and the City. Upon determination of the fair market value of the Grantee's Beverage Vending by the appointed independent expert, the Grantee shall be required to sell its Beverage Vending to any entity which offers said fair market value and which has obtained the approval of the City to purchase said Beverage Vending.

Section 5.4 REMOVAL AND ABANDONMENT OF PROPERTY

(a) If the use of any part of Grantee's Beverage Vending is discontinued for any reason for a continuous period of twelve (12) months, or if such Beverage Vending does not comply with the requirements of these rules and regulations, or if Grantee's franchise is terminated or revoked the City may in its discretion require that said _____ be sold to a franchise designated by the City at a purchase price equal to the _____ fair market value as determined in subsection (b) hereof.

Our equipment cannot be resold and belongs to Coca-Cola Bottling Company United Central, LLC at all times

(b) Any dispute between the City and the Grantee over determination of the system's fair market value shall be determined in accordance with Section 5.3 above.

Section 5.5 MISCELLANEOUS PROVISIONS

(a) This agreement constitutes the entire agreement of the parties and supersedes any and all agreements, understandings, statements or representations either oral or in writing. This agreement can be amended only by a written document signed by the parties.

(b) This agreement shall be enforced and interpreted pursuant to the laws of the State of Alabama.

IN WITNESS WHEREOF, the Parties have hereunto set their respective signatures and seals on the ____ day of _____, 20__.

THE CITY OF FAIRHOPE, ALABAMA

By: _____
Sherry Sullivan, Mayor

Attest: _____
Lisa A. Hanks, MMC
City Clerk

By: _____, Grantee

RESOLUTION NO. 3972-21

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 Beverage Vending and Concessions 2021 – Three Year for the Recreation Department for the Recreation Department (Bid Number 006-21) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

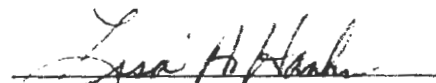
[2] At the appointed time and place, the bids were opened and tabulated.

[3] After evaluating the bid proposals with the required bid specifications, only one valid bid was received and we request that all bids be rejected for Beverage Vending and Concessions 2021 – Three Year for the Recreation Department Bid No. 006-21; and authorize the Mayor to negotiate a contract with the one bidder, pursuant to the Code of Alabama 1975, Section 39-2-6(b).

Adopted on this 8th day of February, 2021


Jack Burrell, Council President

Attest:


Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. _____

**AN ORDINANCE DIRECTING THE TRANSFER OF LAND
TO BALDWIN COUNTY, ALABAMA AND DECLARING
SAID PROPERTY TO BE SURPLUS AND NOT NEEDED
FOR PUBLIC OR MUNICIPAL PURPOSES LOCATED AT
INTERSECTION OF COUNTY ROAD 13 AND COUNTY
ROAD 32 IMPROVEMENT 05-46-08-33-0-000-009.000
TRACT NUMBER 1**

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

Section 1. The legal description of the real estate that is the subject matter of this Ordinance is in Baldwin County, Alabama and is more particularly described as follows:

A part of the Southeast Quarter of the Southeast Quarter of Section 33, Township 6 South, Range 2 East, identified as Tract Number 1 on County Road 13 at County Road 32 Intersection Improvement Project No. 0222219/HW19222000 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a BCHD set concrete monument found at the southeast corner of the Southeast Quarter of Section 33, Township 6 South, Range 2 East, in Baldwin County, Alabama;

Thence N89°53'02"W along the south line of said Section a distance of 109.81 feet to a point;

Thence N0°00'00"W leaving the south line of said Section a distance of 49.98 feet to the grantor's property corner and being the Point of Beginning of the property herein to be conveyed;

Thence N89°53'02"W along the grantor's south property line a distance of 83.97 feet to a point on the acquired R/W line (said point is offset 54.58 feet left of and perpendicular to project centerline of County Road 32 at Station 34+73.00);

Thence N40°57'59"E along the acquired R/W line a distance of 205.28 feet to a point on the grantor's east property line (said point is offset 54.54 feet right of and perpendicular to project centerline of County Road 13 at Station 44+74.03);

Thence S0°13'32"W along the grantor's east property line a distance of 105.35 feet to the grantor's property corner;

Thence S45°12'43"W along the grantor's property line a distance of 70.73 feet to the Point of Beginning of the property herein conveyed and containing 0.210 acres, more or less.

Ordinance No. _____

Page -2-

Section 2. The City Council of the City of Fairhope has determined that the proposed roundabout to be built on said property will serve a public purpose allowing easier ingress and egress to the City's future sports fields and increase traffic safety at said intersection. The City Council hereby authorizes the Mayor to execute all necessary deeds and documentation to donate said described land to Baldwin County, Alabama for the public purpose of a roundabout to be constructed at said intersection.

Section 3. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs and sections, since the same would have been enacted by the municipality council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. This ordinance shall take effect immediately upon due adoption and publication as required by law.

Adopted and approved this 24th day of May, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 24th day of May, 2021

Sherry Sullivan, Mayor

THIS INSTRUMENT PREPARED BY THE
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)
COUNTY OF BALDWIN)

Project No. 0222219/HW19222000
County Road 13 at County Road 32
Intersection Improvement
05-46-08-33-0-000-009.000
Tract No. 1

**FEE SIMPLE
WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Ten dollars (\$10.00), cash in hand paid to the undersigned by Baldwin County, Alabama, the receipt of which is hereby acknowledged, I (we), the undersigned Grantor(s), City of Fairhope, Alabama, an Alabama municipal corporation, acting by and through its mayor and city council have this day bargained and sold, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Baldwin County, Alabama, the following described property:

A part of the Southeast Quarter of the Southeast Quarter of Section 33, Township 6 South, Range 2 East, identified as Tract Number 1 on County Road 13 at County Road 32 Intersection Improvement Project No. 0222219/HW19222000 in Baldwin County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at a BCHD set concrete monument found at the southeast corner of the Southeast Quarter of Section 33, Township 6 South, Range 2 East, in Baldwin County, Alabama;

Thence N89°53'02"W along the south line of said Section a distance of 109.81 feet to a point;

Thence N0°00'00"W leaving the south line of said Section a distance of 49.98 feet to the grantor's property corner and being the Point of Beginning of the property herein to be conveyed;

Thence N89°53'02"W along the grantor's south property line a distance of 83.97 feet to a point on the acquired R/W line (said point is offset 54.58 feet left of and perpendicular to project centerline of County Road 32 at Station 34+73.00);

Thence N40°57'59"E along the acquired R/W line a distance of 205.28 feet to a point on the grantor's east property line (said point is offset 54.54 feet right of and perpendicular to project centerline of County Road 13 at Station 44+74.03);

Thence S0°13'32"W along the grantor's east property line a distance of 105.35 feet to the grantor's property corner;

Thence S45°12'43"W along the grantor's property line a distance of 70.73 feet to the Point of Beginning of the property herein conveyed and containing 0.210 acres, more or less.

GRANTEE'S ADDRESS:
BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

And as shown on the right of way map of record in the Baldwin County Highway Department, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto Baldwin County, Alabama, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with Baldwin County, Alabama, that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for ad valorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the _____ day of _____, 2021.

City of Fairhope, Alabama
an Alabama municipal corporation

By: _____
Sherry Sullivan, Its Mayor

Attest:

By: _____
Lisa A. Hanks, MMC
Its City Clerk

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA)

COUNTY OF BALDWIN)

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

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

NOTARY PUBLIC

Commission Expires: _____

GRANTEE'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

**WAIVER OF RIGHTS TO APPRAISAL AND JUST COMPENSATION
AND RIGHT-OF-ENTRY**

**COUNTY ROAD 13 AT COUNTY ROAD 32
INTERSECTION IMPROVEMENT
PROJECT NO. 0222219/HW19222000
BALDWIN COUNTY, ALABAMA
TRACT 1**

I (We) the undersigned property owner(s) do hereby acknowledge that I (we) have been made aware of my (our) rights to an appraisal and just compensation and in further consideration of the benefits accrued to my (our) property from the above-referenced project, I (we) do hereby waive my (our) rights to said appraisal and just compensation and grant right-of-entry for the construction of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the _____ day of _____, 2021.

**City of Fairhope, Alabama
an Alabama municipal corporation**

By: _____
Sherry Sullivan, Its Mayor

Attest:

By: _____
Lisa A. Hanks, MMC
Its City Clerk

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA)

COUNTY OF BALDWIN)

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

Given under my hand this _____ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires: _____

BALDWIN COUNTY HIGHWAY DEPARTMENT

RIGHT-OF-WAY MAP FOR:

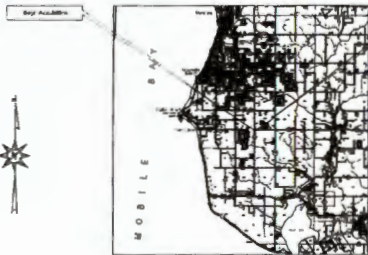
| | |
|---------------|--|
| Project No. | 0222219 COUNTY RD 13 |
| Description: | INTERSECTION IMPROVEMENTS ON CR 13 AT CR 32 (ROUNDABOUT) |
| County: | Baldwin |
| Area: | 200 |
| Prepared By: | BCHD |
| Revisions By: | BCHD |

ROLL 1 OF 1

SCALE: 1" = 50'

REVISIONS

| Revised | By | Date | Description |
|---------|----|------|-------------|
| | | | |
| | | | |
| | | | |



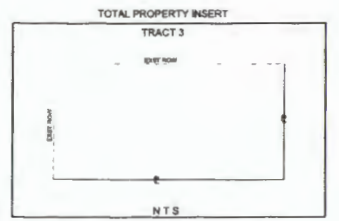
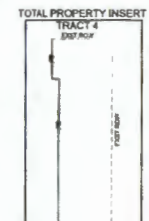
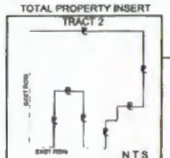
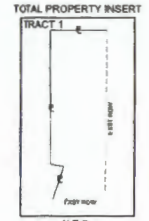
Vicinity Map Scale: NTS

Legend & Abbreviations

- Right-of-Way Alignment
- County Boundary Line
- City or Town Limits
- Section Corner
- Section Line
- Quarter Section Lines
- Range-Township Lines
- Section 9 Township-Sub-Range-Block
- Northwest 1/4 of Northeast 1/4
- Property Lines
- Land Use
- Present ROW
- Proposed ROW
- Asphalted ROW
- Concreted Access Drive
- In-Place Wood Fence
- In-Place Barbed Wire Fence
- In-Place Chain Link Fence
- Permanence Easement
- Tract Number 1
- Tract 2, Parcel 1 of 2
- Tract 1, Remainder "A" of "C"
- Tract 4, Temporary Drainage Easement 1 of 2
- Tract 3, Temporary Construction Easement 1 of 2
- Tract 6, Permanent Drainage Easement 4 of 4
- Structure "M"

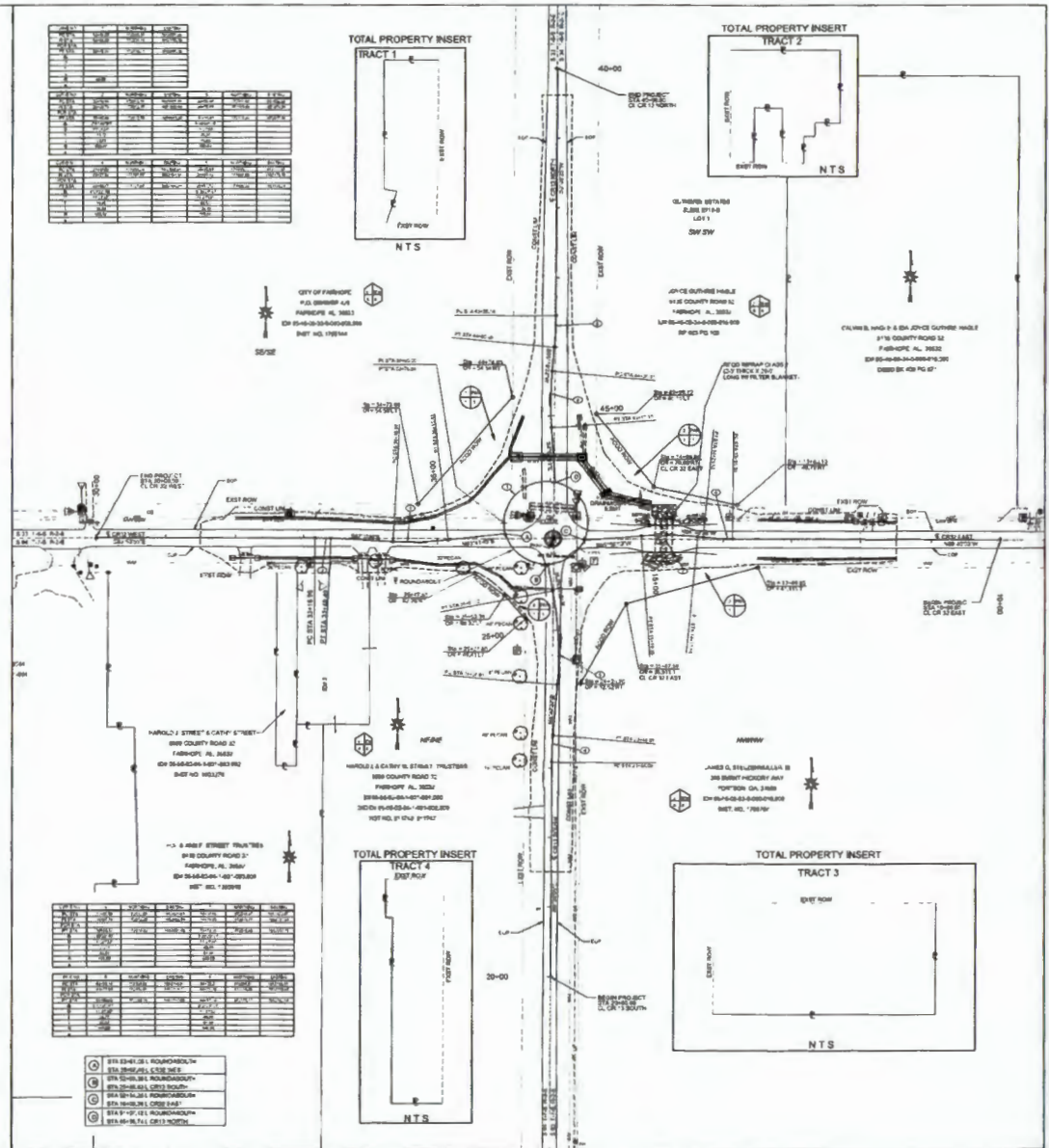
| Tract | APNs | Area | Owner(s) |
|---------------|--------------------|---------|----------------------------------|
| 1 | Sublot = 211110 | 1.000 | ST. OF FARMERS |
| Parcel 1 of 1 | Sub. A of A 111100 | 1.000 | F. C. DIVORCE & FARMERS AL 10111 |
| Total | 6,268 | 111,261 | 8,999 |
| 2 | Sublot = 211111 | 1.000 | ST. OF FARMERS |
| Parcel 1 of 1 | Sub. A of A 111100 | 1.000 | FARMERS AL 10111 |
| Total | 6,268 | 111,261 | 8,999 |
| 3 | Sublot = 211112 | 1.000 | ST. OF FARMERS |
| Parcel 1 of 1 | Sub. A of A 111100 | 1.000 | FARMERS AL 10111 |
| Total | 6,268 | 111,261 | 8,999 |
| 4 | Sublot = 211113 | 1.000 | ST. OF FARMERS |
| Parcel 1 of 1 | Sub. A of A 111100 | 1.000 | FARMERS AL 10111 |
| Total | 6,268 | 111,261 | 8,999 |

| APN | Area | Owner(s) |
|-----|------|----------|
| | | |
| | | |
| | | |



| APN | Area | Owner(s) |
|-----|------|----------|
| | | |
| | | |
| | | |

- ST. OF FARMERS
- FARMERS AL 10111
- ST. OF FARMERS
- FARMERS AL 10111
- ST. OF FARMERS
- FARMERS AL 10111



RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the Fairhope City Council hereby authorizes Mayor Sherry Sullivan to prepare and sign a Letter of Intent for the Fairhope Educational Enrichment Foundation (“FEEF”) to lease a portion of the K-1 Center property and buildings as contained within and specified in the attached Exhibit A- Pages 1 and 2. The lease will be \$1.00 per year (for a term of 25 years). The City Council hereby establishes and declares that the described real property of the City of Fairhope, Alabama, is not needed for public or municipal purposes during the term of this lease. The City of Fairhope will provide insurance for property. FEEF is not allowed to sublet any portion of the property; and will be responsible for maintenance. FEEF will be responsible for improvements to building conditions. The building improvements and educational opportunity constitute a valid public purpose for the City. The specific terms and conditions of which will be detailed in the Lease Agreement to be completed by August 1, 2021.

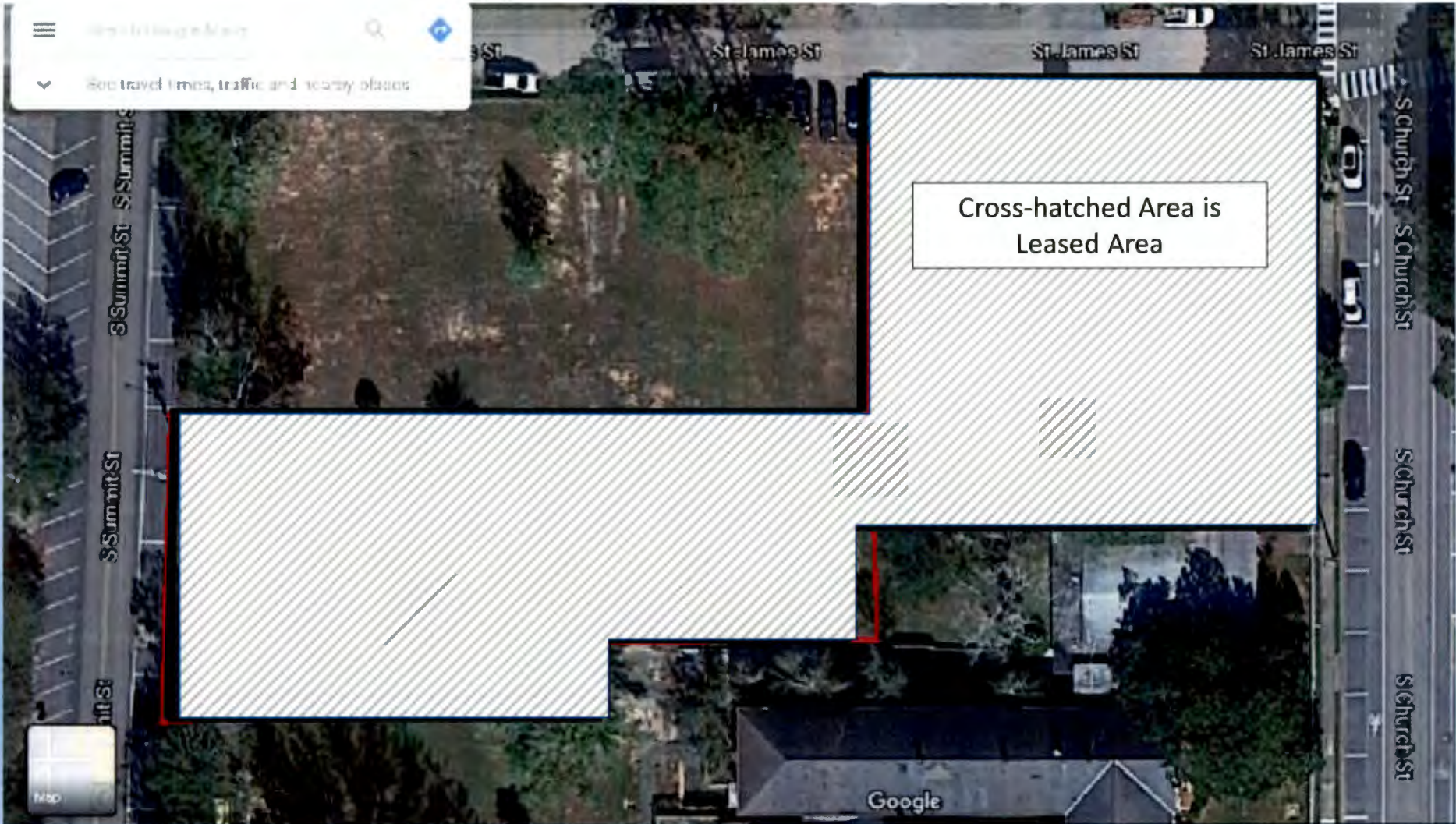
Adopted on this 24th day of May, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Exhibit A - Page 1



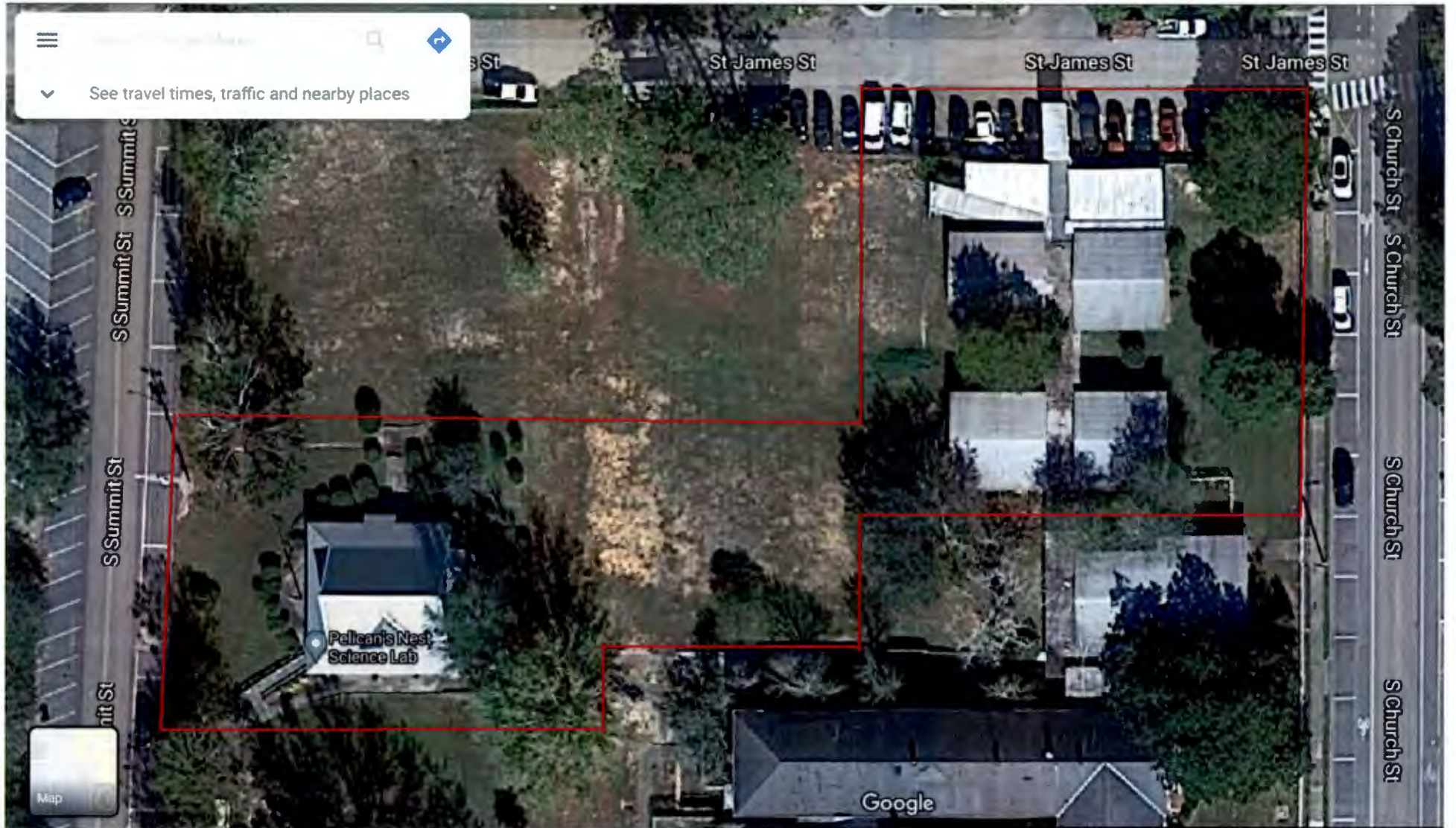


Exhibit A - Page 2

RESOLUTION NO. _____

**AUTHORIZING THE SUBMISSION OF AN FY
2022 TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM
GRANT TO THE ALABAMA DEPARTMENT OF TRANSPORTATION
TO CONSTRUCT NEW SIDEWALK FACILITIES ALONG
FAIRWOOD BOULEVARD AND BLUE ISLAND AVENUE**

WHEREAS, the Alabama Department of Transportation (ALDOT) is accepting applications from municipal governments for FY 2022 Transportation Alternatives Set-Aside Program (TAP) Grants; and

WHEREAS, the City of Fairhope has identified the need to provide new sidewalk facilities designated for use by pedestrians along Fairwood Boulevard and Blue Island Avenue in Fairhope; and

WHEREAS, the total project cost is estimated at \$800,000.00, and if funded, the grant will pay 80% or \$640,000.00 and the City of Fairhope will be responsible for providing 20% or \$160,000.00; and

WHEREAS, if funded, the City will see this project through to completion and will be responsible for providing long-term maintenance of the new facilities; and

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE IN REGULAR SESSION ASSEMBLED, that by this Resolution the City of Fairhope authorizes submission of a TAP Grant to ALDOT requesting funds to construct new pedestrian facilities.

BE IT FURTHER RESOLVED, that the City Council authorizes the Mayor to sign all required grant application documents on behalf of the City.

DULY ADOPTED THIS 24TH DAY OF MAY, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope, Alabama

ALABAMA DEPARTMENT OF TRANSPORTATION



FY 2022 Transportation Alternatives Set-Aside Program Guidelines

New Sidewalks on Blue Island Avenue and Fairwood Boulevard (Between Fairhope and Gayfer Avenues)



GENERAL INFORMATION

A. Sponsoring Agency Information

Sponsor Entity: City of Fairhope, Alabama
Mayor/Chairman: Honorable Sherry Sullivan
Contact: Same
Contact Title: Mayor
Address: P.O. Drawer 429; Fairhope, AL 36533
Phone: (251) 928-2136 Fax (251) 929-6776
Email: sherry.sullivan@fairhopeal.gov

Project Manager: Richard D. Johnson, P.E.
Title: Director of Public Works
Address: 555 S. Section St.; Fairhope, AL 36532
Phone: (251) 929-0360 Cell: (251) 423-7418
Email: Richard.johnson@fairhopeal.gov

- B. Describe in detail the proposed project improvements and list all eligible TAP activities included in the project. Identify the point(s) of origin, important intermediate destinations, and point(s) of termination. Indicate if the project is/was part of a phased construction plan, or part of a larger comprehensive master plan.

This project entails up to 5,895 linear feet (1.12 Miles) of new sidewalk on one side of two semi-parallel streets: Blue Island Avenue and Fairwood Boulevard (Major Collector), Section 17 and Grant Section 37, Township 6 South, Range 2 East, in the City of Fairhope, Baldwin County, Alabama. This proposed project meets two eligibility activities:

- 1. Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, senior adults, and individuals with disabilities.*
- 2. Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation.*

These two sidewalk segments will connect to the existing sidewalk system on Fairhope Avenue (Minor Arterial) on the south end and make connections to existing sidewalks on the north end. The sidewalk on Blue Island Avenue will connect Fairhope Avenue to Gayfer Avenue (Major Collector) and the sidewalk on Fairwood Boulevard will connect Fairhope Avenue to the existing sidewalk system on the north end of Fairwood Boulevard that connects to Section Street (Minor Arterial) and the location of the Eastern Shore Trail. The new Fairwood Boulevard sidewalk would have an intermediate connection to the sidewalk on Bayou Drive (Major Collector). This new sidewalk system would connect all these established neighborhoods to Fairhope West Elementary School (K-6) on both the south (Bayou Drive) and north side (Fairwood Boulevard) of the school campus.

Providing sidewalk connection on Blue Island Avenue between Fairhope and Gayfer Avenues provides connection to the school as well. Gayfer Avenue to the west parallels Fairwood Boulevard and has sidewalk connectivity to the school and the Eastern Shore Trail.

These two identified sidewalk links are part of an overall sidewalk masterplan and have been identified by the City of Fairhope Pedestrian and Bicycling Committee as priority pedestrian connections.

C. Describe how the proposed project improvements meet the intent of the Transportation Alternatives Set-Aside Program

These two proposed sidewalk links will provide new “Transportation Alternatives” to an existing and well-established portion of our community. The neighborhoods served by Fairwood Boulevard and Blue Island Avenue are without sidewalks providing connectivity to the greater sidewalk and trail system within the City of Fairhope. By awarding this grant and the City constructing these vital links, the following will be achieved:

- Promotes Safety – pedestrians will have a dedicated surface to use separate from the current driving lanes. Marked and signed pedestrian crossings will improve and reduce crossing conflicts.*
- Increase Local Transportation Options – Having dedicated, safe and ADA compliant sidewalks will improve the pedestrian travel experience, promote mobility, encourage walking/running vs. surface transport and provide an unmet need for non-motorized users.*
- Provide Community Enhancements – These new sidewalks will create connection to the existing sidewalk system maximizing the usability of these existing facilities. Having a connected system allows easy access to parks, downtown businesses and other community amenities which contribute to the enhancement of community quality of life. These improvements connect these neighborhoods to key activity centers (such as the K-6 School) and other essential services. Finally, having serviceable sidewalks promotes and improves the Public Health and Physical Activity of our citizens by providing a multi-modal option and recreational facility.*

D. Provide a detailed preliminary pay item estimate of the total project cost, the amount of Federal funds requested, and the amount of the local match that will be provided by the sponsor.

See detailed preliminary pay item estimated on the following pages – cost breakdown:

PE: \$68,700.00 – 100% on the Project Sponsor (no funding requested)

Construction

*+ CE&I: \$799,959.00 – 80% TAP = **\$639,966.40** / 20% City Match = \$159,991.60*

Federal Funds Requested: \$639,966.40

ENGINEER'S ESTIMATE OF PROBABLE COST

FEDERAL AID PROJECT NO. XXXXXX

April-21

Fairhope Sidewalks

Blue Island Street & Fairwood Boulevard

| ITEM NUMBER | ITEM DESCRIPTION | UNIT OF MEASURE | UNIT QTY | UNIT PRICE | EXTENDED TOTAL |
|-------------|---|-----------------|----------|-------------|----------------|
| 206-C | Removal of Concrete | SY | 200 | \$17.00 | \$3,400.00 |
| 206-D | Removing Curb And Gutter | LF | 100 | \$15.00 | \$1,500.00 |
| 209-A | Mailbox Reset, Single | EACH | 11 | \$150.00 | \$1,650.00 |
| 210-A | Unclassified Excavation | CYTBM | 1745 | \$20.00 | \$34,900.00 |
| 210-D | Borrow Excavation | CYTBM | 300 | \$25.00 | \$7,500.00 |
| 214-D | Foundation Backfill (Commercial Pea Gravel) | TON | 30 | \$100.00 | \$3,000.00 |
| 429-A1 | Improved Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B | TON | 40 | \$230.00 | \$9,200.00 |
| 429-A2 | Improved Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B, Patching | TON | 40 | \$230.00 | \$9,200.00 |
| 529-A | Retaining Wall | SF | 540 | \$150.00 | \$81,000.00 |
| 600-A | Mobilization | LUMP SUM | 1 | \$50,000.00 | \$50,000.00 |
| 618-A1 | Concrete Sidewalk, 4" Thick | SY | 3906 | \$50.00 | \$195,300.00 |
| 618-A2 | Concrete Sidewalk, 6" Thick | SY | 80 | \$65.00 | \$5,200.00 |
| 618-B | Concrete Driveway, 6" Thick | SY | 190 | \$70.00 | \$13,300.00 |
| 620-A | Minor Structure Concrete | CY | 10 | \$1,400.00 | \$14,000.00 |
| 623-A | Concrete Gutter (Valley) | LF | 50 | \$75.00 | \$3,750.00 |
| 623-C | Combination Curb & Gutter, Type C (Modified) | LF | 3900 | \$25.00 | \$97,500.00 |
| 640-B | Underground Utility Adjustments (All Types) | LS | 1 | \$15,000.00 | \$15,000.00 |
| 650-A | Topsoil | CYTBM | 910 | \$20.00 | \$18,200.00 |
| 652-A | Seeding (Urban Mix) | AC | 2 | \$2,100.00 | \$4,200.00 |
| 654-A | Solid Sod | SY | 7770 | \$7.00 | \$54,390.00 |
| 656-A | Mulching | AC | 2 | \$1,500.00 | \$3,000.00 |
| 659-A | Erosion Control Netting | SY | 1000 | \$4.00 | \$4,000.00 |
| 665-A | Temp. Seeding | AC | 2 | \$1,550.00 | \$3,100.00 |
| 665-B | Temp. Mulching | AC | 2 | \$1,400.00 | \$2,800.00 |
| 665-E | Polyethylene | SY | 1500 | \$2.50 | \$3,750.00 |
| 665-F | Hay Bales | EACH | 100 | \$10.00 | \$1,000.00 |
| 665-G | Sand Bags | EACH | 100 | \$6.00 | \$600.00 |
| 665-J | Silt Fence | LF | 2000 | \$5.00 | \$10,000.00 |
| 665-O | Silt Fence Removal | LF | 2000 | \$1.50 | \$3,000.00 |
| 665-Q | Wattle | LF | 1000 | \$10.00 | \$10,000.00 |
| 703-A | Traffic Control Markings, Class 2, Type A | SF | 1000 | \$8.00 | \$8,000.00 |
| 703-C | Removal of Existing Traffic Control Markings or Legends | SF | 400 | \$10.00 | \$4,000.00 |
| 711-A | Roadway Sign Relocation | LS | 1 | \$800.00 | \$800.00 |
| 740-B | Construction Signs | SF | 120 | \$21.00 | \$2,520.00 |
| 740-D | Channelizing Drums | EACH | 50 | \$50.00 | \$2,500.00 |
| 740-E | Cones (36" High) | EACH | 50 | \$25.00 | \$1,250.00 |
| 740-M | Weight for Cones | EACH | 50 | \$5.00 | \$250.00 |
| 740-N | Orange Safety Grid | LF | 1000 | \$3.90 | \$3,900.00 |

Total Construction Cost (BASE BID) = \$686,660.00

Contingency (10%) = \$68,666.00

CE&I & Testing (15%) = \$113,298.90

BASE BID TOTAL = \$799,958.90

- E. Identify ownership of all properties located inside the project footprint. If the acquisition of minor right-of way or property is necessary, please include a detailed description, an estimate of any associated cost that may be incurred, and letters of support from the affected property owners. Please include photos of these locations and locate these photos on a map.

All improvements proposed are wholly contained within the City of Fairhope's existing public rights-of-way. Blue Island Avenue and Fairwood Boulevard rights-of-way were platted, mapped and recorded prior to the effective date of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Regulations (Uniform Act). Blue Island Avenue was created circa 1927 and Fairwood Boulevard circa 1950-55 - recorded plats on file. No additional Right-of-Way is warranted, required or proposed for this project.

- F. Identify the location of existing utilities in conflict with the project. If any utilities or service connections will need to be relocated, please include a detailed description, an estimate of any associated cost that may be incurred, and letters of support from the affected utility owners.

The preliminary review of the proposed extents of construction suggests no utilities in conflict. Electric, Water, Sewer and Gas along these two streets are operated by Fairhope Utilities. Any minor utility adjustments or relocations should be accommodated by the City operated utility at no cost to the project. Since 100% of the proposed construction is simple concrete slab on grade construction (between 4 and 6 inches) with minimal base build up, no conflicts with buried utilities anticipated. All utilities will be located as part of preliminary design and again prior to construction.

- G. Identify any cultural or environmental resources potentially impacted by the project. Please include detailed time frames and costs associated with coordinating through the State Historic Preservation Office, U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, or any other affected resource agency. If there are any historic buildings, homes, or structures that will be impacted by the project, please include photos of these locations and locate these photos on a map.

All work proposed will be within existing publicly maintained, improved and fully developed rights-of-way. It is anticipated that this project will qualify for a Type I Programmatic Categorical Exclusion. No issues anticipated with:

- *Historic sites, structures, places, areas or venues*
- *Endangered or protected species*
- *Wetlands*
- *Floodways, Floodplains or Flood Zones*
- *Any other environmental or cultural resource*

- H. List any clearances or permits that will be required and include letters of support if possible.

It appears the disturbed area will be less than one acre, thus a NOI – GP ALR100000 NPDES will not be required. A City of Fairhope ROW Permit and Land Disturbance Permit will be issued at time of Award of Contract to the General Contractor.

- I. Describe the life expectancy of the project. Identify the agency responsible for maintenance, the anticipated maintenance activities, and the funding source for maintenance efforts.

The detectable warning surfaces (truncated dome tops): 15-20 years, thermoplastic crosswalks and markings: 5-7 years, new concrete sidewalk links: 25-30 years, Pedestrian Crossing Signals: 20+ years (if required), wooden pedestrian boardwalk 15-20 years (if required) and drainage infrastructure 50+ years (if required). The City will budget accordingly for the periodic replacement of the thermoplastic crosswalks and markings on a 5 – 7-year basis. Money is currently budgeted for yearly boardwalk and sidewalk maintenance and repair through the City's Public Works Operation Budget.

The sidewalk, boardwalk, detectable warning surfaces, Pedestrian Crossing Signals and the crosswalks will be maintained as needed by the Street Department of Public Works for the City of Fairhope. The City's Horticultural Department maintains all streetscapes and R.O.W. vegetation. All these maintenance cost will be part of the annual Public Works operating budget.

- J. Provide any additional comments the sponsor wishes to be considered.

The City of Fairhope began as a dream in the minds of a group of populist reformers who were seeking their own special utopia. Over a hundred similar utopian colonies had already come and gone in other locations. We are one of last two Single Tax Colonies in the United States. 125 year ago, the Colony was founded, attracting supporters and financial backers from around the country and drawing an eclectic assemblage of industrious, creative and free-thinking people to Fairhope. The cultural and social aspects of our community are based on utopian goals, community enhancement, industrious work ethics, creativity, free-thinking attitudes, sense of place, welcoming of visitors, the written word and promotion of artisans and craftspeople. The City of Fairhope is recognized as a progressive and aggressive community in the region when it comes to pedestrian and multimodal transport. Our City has more sidewalk miles per population than any city in the southeast. The City of Fairhope prides itself on placing the greater good of the Community above all else. With your consideration and by awarding this grant you will be supporting and honoring the goals of those original community founders.

The new sidewalks will provide Passive Recreation (walking), Active (Exercise – running/ jogging/ speed walking), Alternative Commuting (walking to School or Work), and Full Access for People of all Abilities for the same purposes. Furthermore, these proposed improvements will provide full and unfettered residential access the City's schools, recreational amenities, churches and businesses. The completion of this sidewalk will link three existing sidewalk systems: Fairhope Avenue, Gayfer Avenue, The Eastern Shore Trail and multiple residential neighborhoods.

The City of Fairhope has a strong record of successfully delivering quality Transportation Alternatives Projects. Your consideration and support are appreciated. If this grant is awarded to the City of Fairhope, you can rest assure that a quality project will be delivered on time and budget.

ATTACHMENTS

Please find included the following items with this application:

1. Mayor's Cover Letter stating the City's willingness to pursue the project to completion and be responsible for the required expenses, including, but not limited to, the local share funds and professional fees for preliminary engineering activities.
2. Eastern Shore Metropolitan Planning Organization (ESMPO) letter to allow the project to be included in the Transportation Improvement Plan (TIP) if the project is located within a MPO boundary.
3. Adopted Resolution #####-20 from the Fairhope City Council stating their approval of the proposed Transportation Alternatives Set-Aside Program (TAP) Grant application for FY2021.
4. Letter of support from the City of Fairhope Pedestrian and Bicycling Committee.
5. Current and legible GIS map indicating exact project.
6. Scaled conceptual Design Drawings of Sidewalks with Typical Sidewalk Details.
7. Color photographs for the Project Areas A-C.

May 10, 2021

Mr. Bradley B. Lindsey, P.E.
Local Transportation Bureau Chief
Alabama Department of Transportation
1409 Coliseum Boulevard - Room 110
Montgomery, AL 36110

Re: FY 2022 Transportation Alternatives Set-Aside Program Application New Sidewalks on Blue Island Ave and Fairwood Blvd – City of Fairhope

Mr. Lindsey:

Please find attached the City of Fairhope's application for the FY 2022 Transportation Alternatives Set-Aside Program funding for the above referenced project.

The City of Fairhope is committed to quality pedestrian infrastructure that promotes accessibility, safety, economic development, quality education, and overall community and regional enhancement.

This project embodies intent of this program is to provide new "Transportation Alternatives" to our community as well as enhance existing non-motorized transportation infrastructure. The City is in a strong financial position to partner with State to bring this project to fruition.

I humbly ask that you give this application thoughtful consideration and weigh it on its merits. If you have any questions, or need additional information, the City's TAP Coordinator is Richard D. Johnson, PE, Public Works Director. He can be contacted at 251-929-0360 or richard.johnson@fairhopeal.gov.

I look forward to the City of Fairhope and the State partnering in this important project. Together we can improve our pedestrian infrastructures. If there is ever anything that the City of Fairhope can do to assist Transportation Department, please do not hesitate to call on us.

Sincerely,

Sherry Sullivan, Mayor

Cc: Richard Johnson – Daphne Public Works Director
File

EASTERN SHORE MPO
BALDWIN COUNTY SATELLITE COURTHOUSE
1100 FAIRHOPE AVENUE
FAIRHOPE, ALABAMA 36532
TELEPHONE: (251) 990-4640
FAX: 251-580-2590
WWW.EASTERNSHOREMPO.ORG

May 5, 2021

Mr. Bradley Lindsey, P.E.
State Local Transportation Engineer
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, Alabama 36110

***Re: MPO Letter of Support for FY 2022 TAP Grant Funding for Transportation Improvements
in the City of Fairhope, Alabama***

Dear Mr. Lindsey:

The Eastern Shore MPO Policy Board is pleased to issue this letter supporting and endorsing the City of Fairhope's application for grant funding under the Transportation Alternatives Set-Aside Program to construct concrete sidewalks.

This project entails up to 1.12 miles of new sidewalk on one side of two semi-parallel streets: Blue Island Avenue and Fairwood Boulevard. These two sidewalk segments will connect to the existing sidewalk system on Fairhope Avenue on the south end and make connections to existing sidewalks on the north end. The sidewalk on Blue Island Avenue will connect Fairhope Avenue to Gayfer Avenue and the sidewalk on Fairwood Boulevard will connect Fairhope Avenue to the existing sidewalk system on the north end of Fairwood Boulevard that connects to Section Street and the Eastern Shore Trail. The new Fairwood Boulevard sidewalk would have an intermediate connection to the sidewalk on Bayou Drive. This new sidewalk system would connect these established neighborhoods to Fairhope West Elementary School (K-6) on both the south (Bayou Drive) and north side (Fairwood Boulevard) of the school campus. These two identified sidewalk links are part of an overall sidewalk masterplan and have been identified by the City of Fairhope Pedestrian and Bicycling Committee as priority pedestrian connections.

Thank you for your consideration of the City of Fairhope's grant application. These funds will greatly benefit the Eastern Shore.

Sincerely,

Jack Burrell
ESMPO Chairperson

By: 
Sarah Hart Sislak
ESMPO Coordinator

RESOLUTION NO. _____

**AUTHORIZING THE SUBMISSION OF AN
FY 2022 TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM GRANT
TO THE ALABAMA DEPARTMENT OF TRANSPORTATION
TO CONSTRUCT NEW SIDEWALK FACILITIES ALONG FAIRWOOD BOULEVARD
AND BLUE ISLAND AVENUE**

WHEREAS, the Alabama Department of Transportation (ALDOT) is accepting applications from municipal governments for FY 2022 Transportation Alternatives Set-Aside Program (TAP) Grants; and

WHEREAS, the City of Fairhope has identified the need to provide new sidewalk facilities designated for use by pedestrians along Fairwood Boulevard and Blue Island Avenue in Fairhope;

WHEREAS, the total project cost is estimated at \$800,000, and if funded, the grant will pay 80% or \$640,000 and the City of Fairhope will be responsible for providing 20% or \$160,000; and

WHEREAS, if funded, the City will see this project through to completion and will be responsible for providing long-term maintenance of the new facilities;

THEREFORE, BE IT RESOLVED BY THE City of Fairhope, IN REGULAR SESSION ASSEMBLED, that by this Resolution the City of Fairhope authorizes submission of a TAP Grant to ALDOT requesting funds to construct new pedestrian facilities.

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor to sign all required grant application documents on behalf of the City.

DULY ADOPTED THIS 24th DAY OF May, 2021



Sherry Sullivan, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Letter of Support From
Bicycle Pedestrian Committee
Goes Here

**2022 TAP GRANT
Sidewalk Location Map**

-  TAP2021 Sidewalk Route
-  Road Centerlines
-  Parcels

1 in = 250 ft

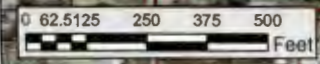
End Sidewalk (Tie To Existing) Fairwood Blvd

**Total for Two Sidewalks
Length +/- 1.12 Miles
(+/- 5,900 Feet)**

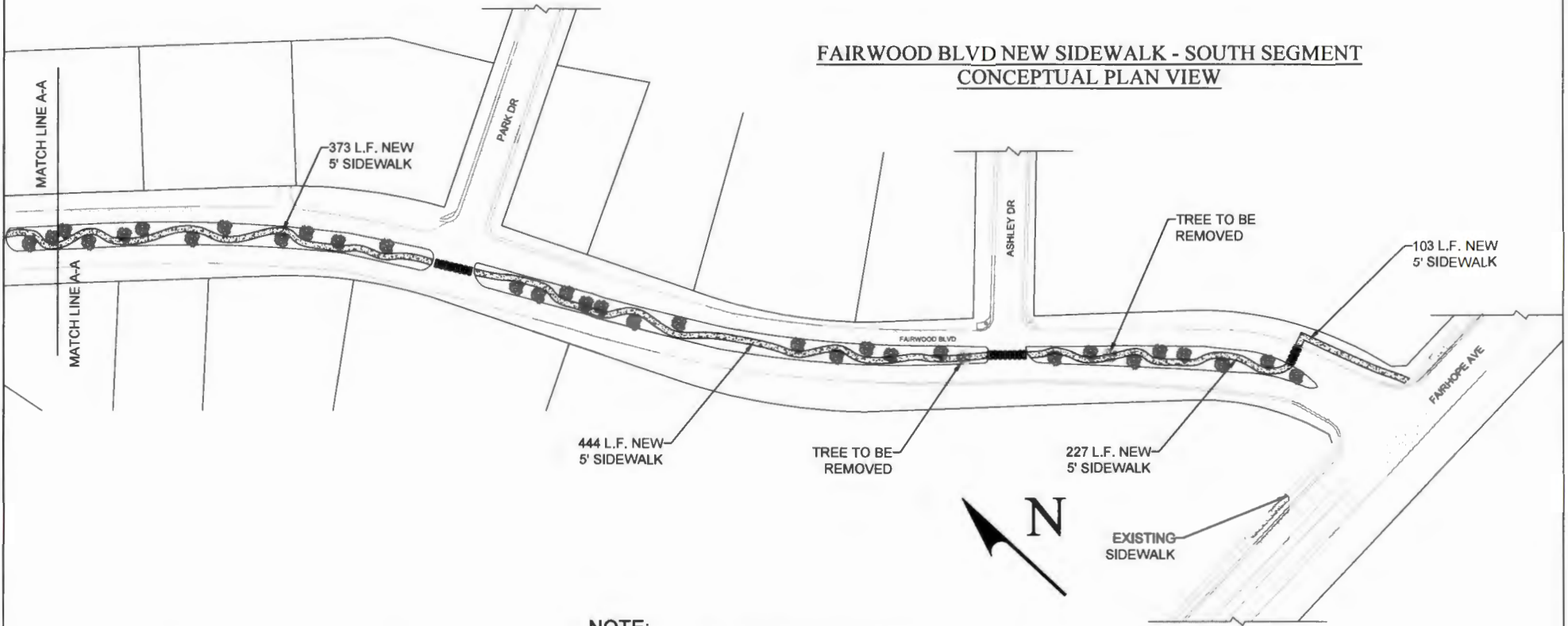
End Sidewalk (Tie To Existing) Gayfer Ave

Begin Sidewalk (Tie To Existing) Fairhope Ave

Begin Sidewalk (Tie To Existing) Fairhope Ave



**FAIRWOOD BLVD NEW SIDEWALK - SOUTH SEGMENT
CONCEPTUAL PLAN VIEW**



NOTE:

1. These are conceptual sketch plans
2. The sidewalk location (which side of the street) and geometric layout will be determined at time of survey, engineering & design
3. These plans were utilized for determination of quantities and cost estimates

PROPOSED FAIRWOOD BLVD SIDEWALKS

City of Fairhope, Public Works

| | | |
|--------------------|-------------------------------|-------------------|
| Date: May 10, 2021 | Drawn By: R.D. Johnson, PE | Conceptual Layout |
| Scale: 1" = 80' | 2021-PWI 013 | Page 1 of 6 |

PROPOSED FAIRWOOD BLVD SIDEWALKS

City of Fairhope, Public Works

Date: May 10, 2021

Drawn By:
R.D. Johnson, PE

Conceptual Layout

Scale: 1" = 80'

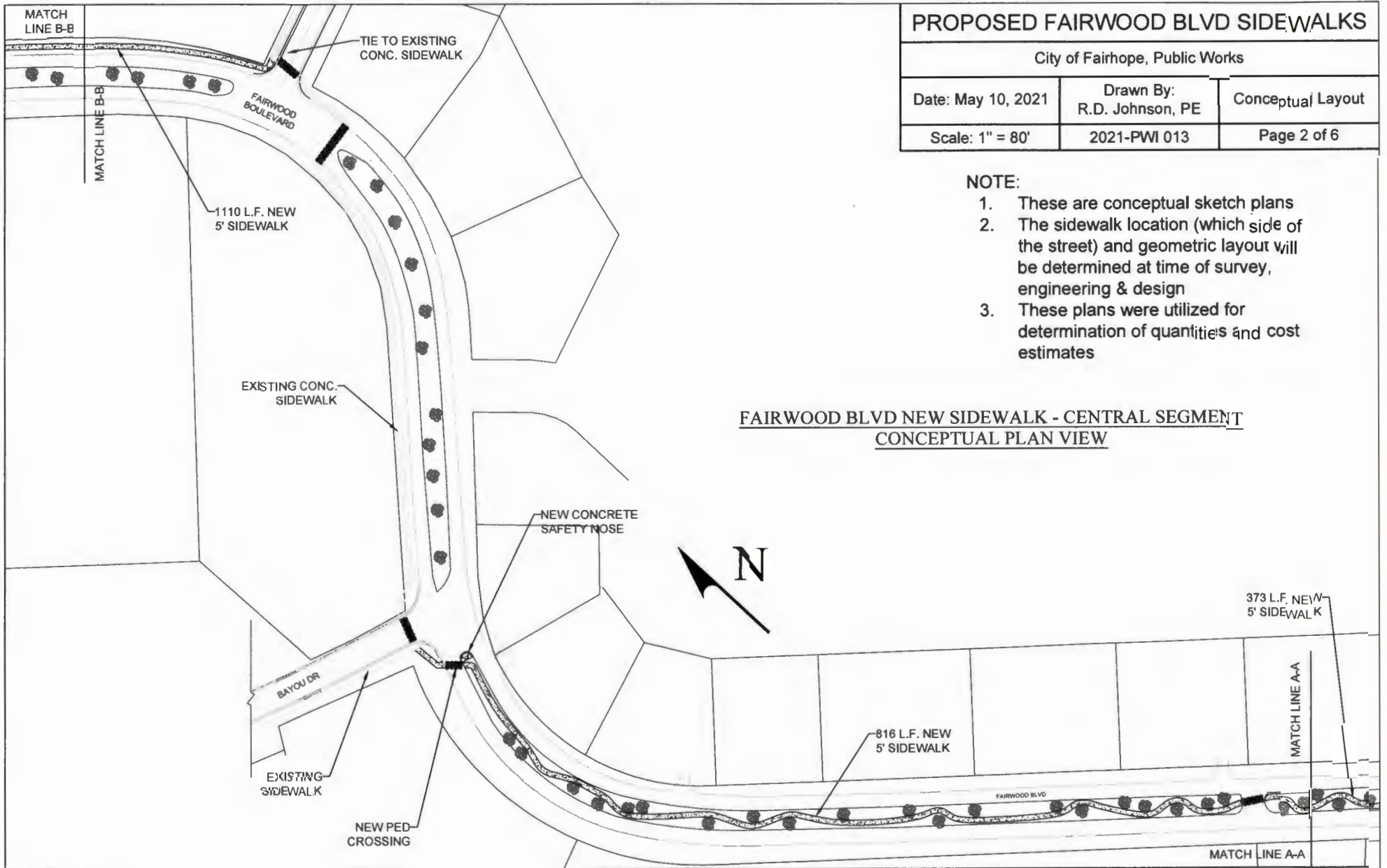
2021-PWI 013

Page 2 of 6

NOTE:

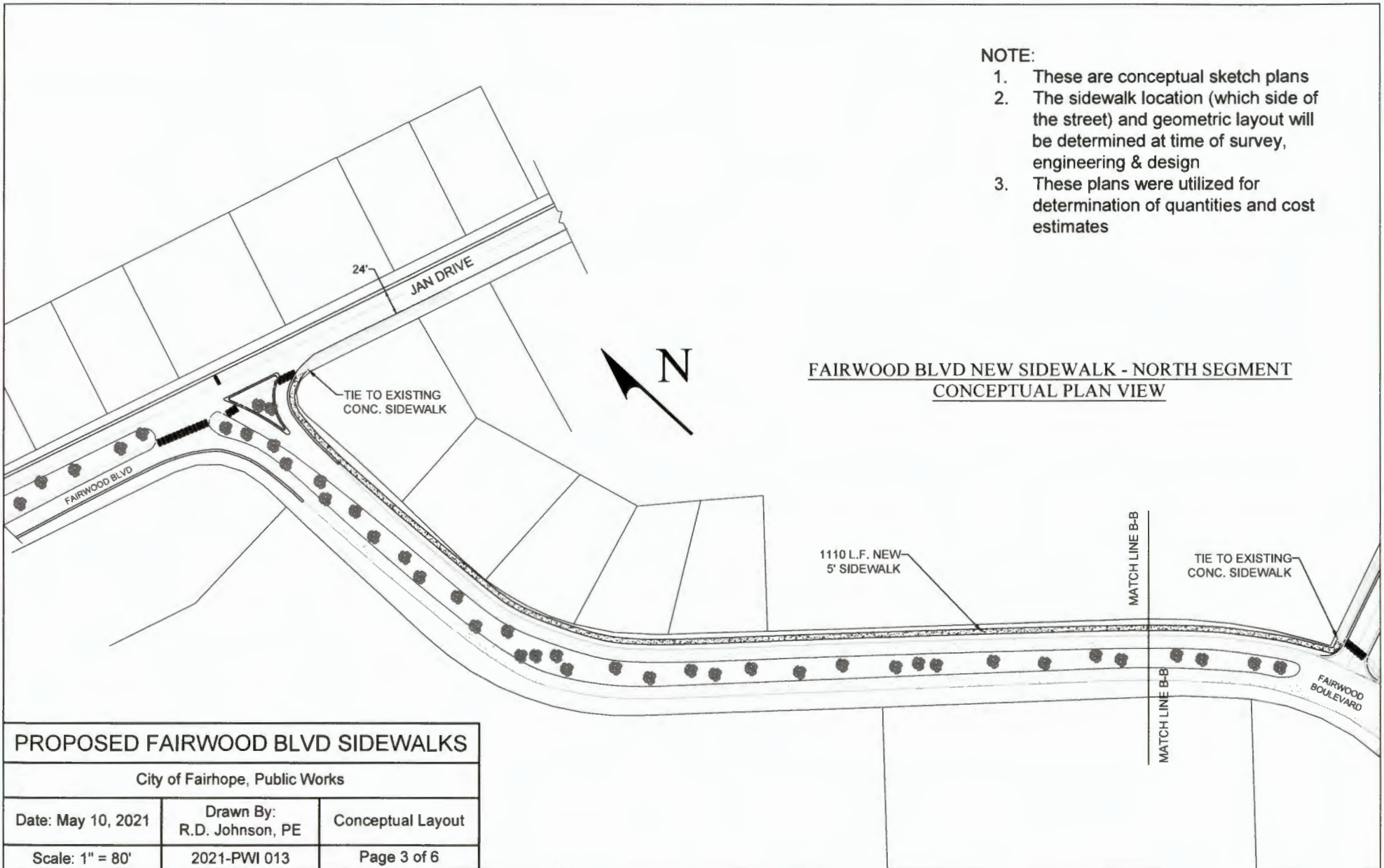
1. These are conceptual sketch plans
2. The sidewalk location (which side of the street) and geometric layout will be determined at time of survey, engineering & design
3. These plans were utilized for determination of quantities and cost estimates

FAIRWOOD BLVD NEW SIDEWALK - CENTRAL SEGMENT CONCEPTUAL PLAN VIEW



NOTE:

1. These are conceptual sketch plans
2. The sidewalk location (which side of the street) and geometric layout will be determined at time of survey, engineering & design
3. These plans were utilized for determination of quantities and cost estimates



FAIRWOOD BLVD NEW SIDEWALK - NORTH SEGMENT
CONCEPTUAL PLAN VIEW

| | | |
|---|-------------------------------|-------------------|
| PROPOSED FAIRWOOD BLVD SIDEWALKS | | |
| City of Fairhope, Public Works | | |
| Date: May 10, 2021 | Drawn By: R.D. Johnson, PE | Conceptual Layout |
| Scale: 1" = 80' | 2021-PWI 013 | Page 3 of 6 |

MATCH LINE A-A

MATCH LINE A-A

1310 LINEAR FEET
OF 6-WIDE SIDEWALK



GREENBRIER LN

NEW PED
CROSSING

BLUE ISLAND AVE

BLUE ISLAND AVE
NEW SIDEWALK - SOUTH SEGMENT
CONCEPTUAL PLAN VIEW

ORCHARD DR

NOTE:

1. These are conceptual sketch plans
2. The sidewalk location (which side of the street) and geometric layout will be determined at time of survey, engineering & design
3. These plans were utilized for determination of quantities and cost estimates

994 LINEAR FEET
OF 6-WIDE SIDEWALK

WOODGROVE CIR

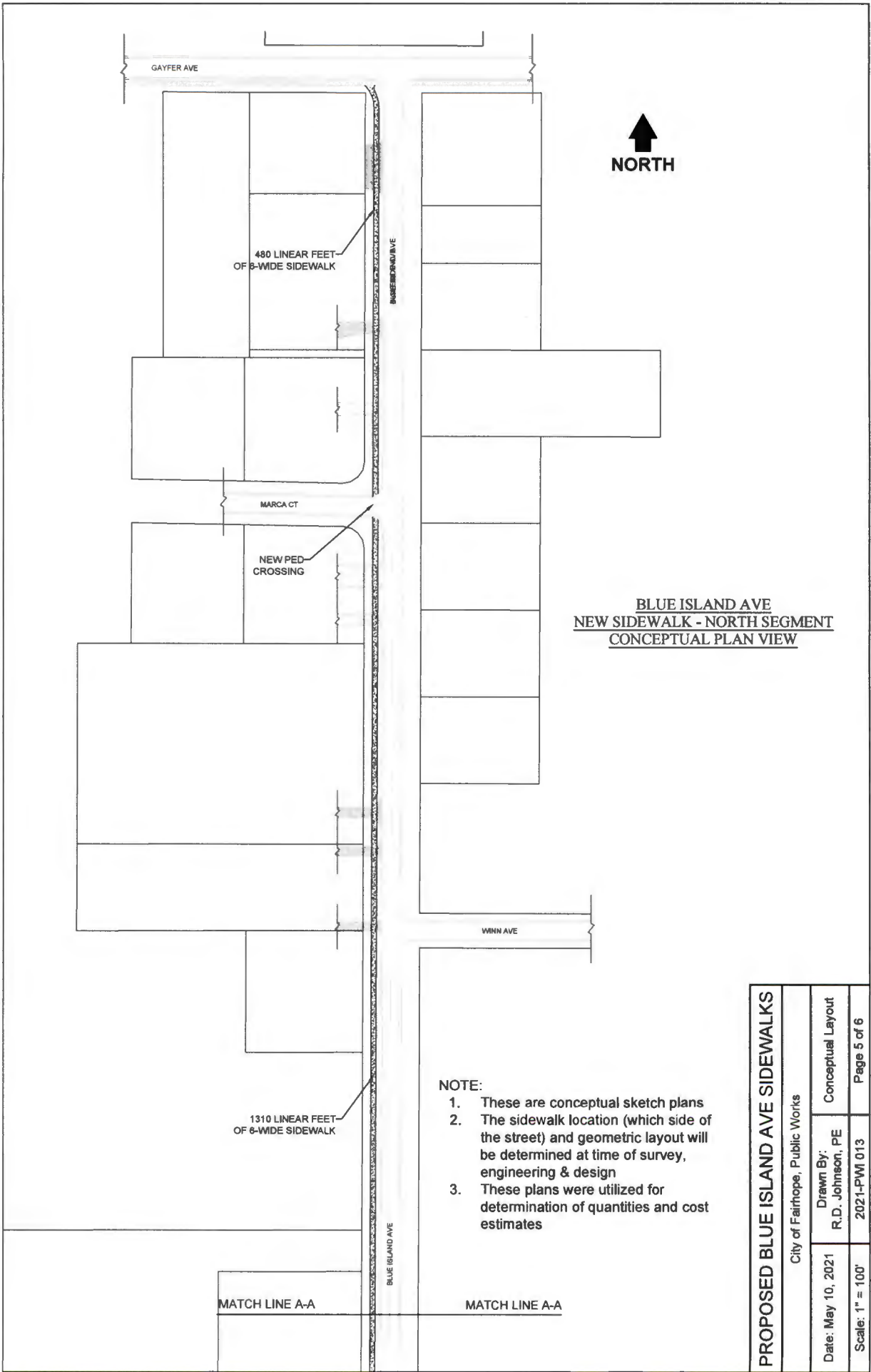
BLUE ISLAND AVE

FAIRHOPE AVE

PROPOSED BLUE ISLAND AVE SIDEWALKS

City of Fairhope, Public Works

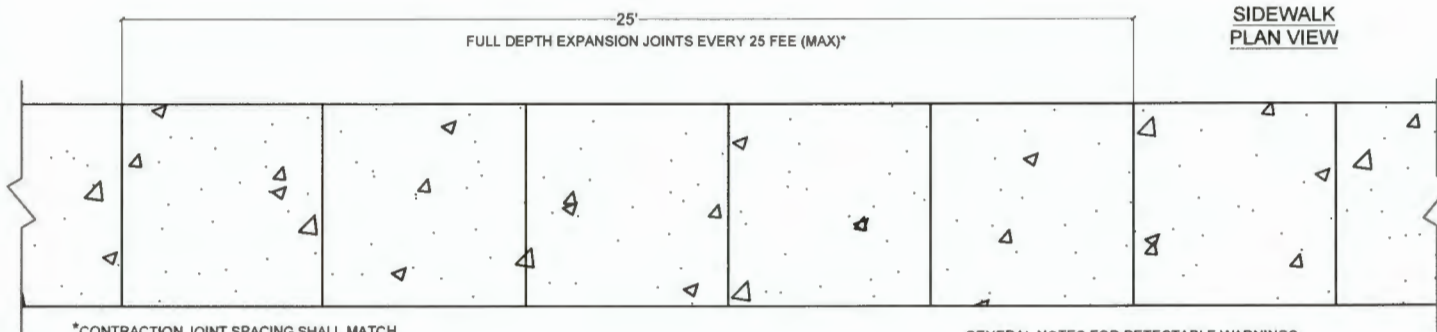
| | | | |
|--------------------|----------------------------|--------------|-------------|
| Date: May 10, 2021 | Drawn By: R.D. Johnson, PE | 2021-PWI 013 | Page 4 of 6 |
| Scale: 1" = 100' | | | |



BLUE ISLAND AVE
NEW SIDEWALK - NORTH SEGMENT
CONCEPTUAL PLAN VIEW

- NOTE:**
1. These are conceptual sketch plans
 2. The sidewalk location (which side of the street) and geometric layout will be determined at time of survey, engineering & design
 3. These plans were utilized for determination of quantities and cost estimates

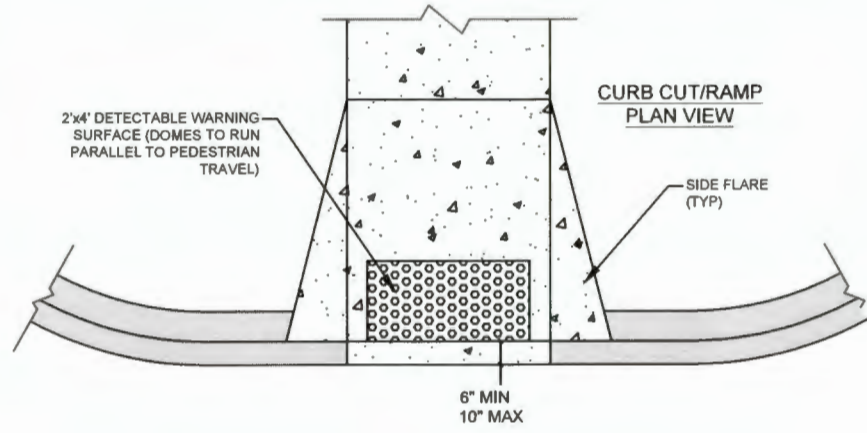
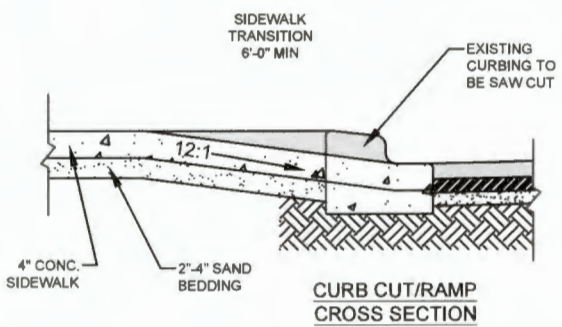
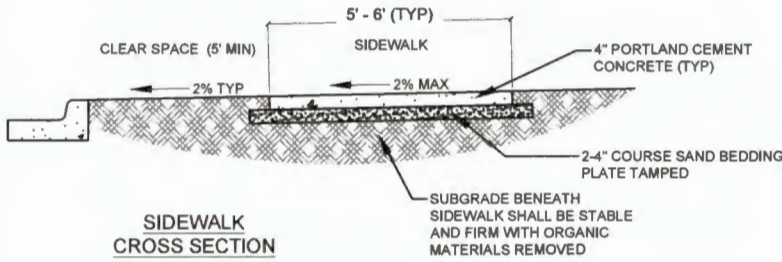
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|---|----------------------------|
| PROPOSED BLUE ISLAND AVE SIDEWALKS | |
| City of Fairhope, Public Works | |
| Date: May 10, 2021 | Drawn By: R.D. Johnson, PE |
| Scale: 1" = 100' | 2021-PWJ 013 |
| | Page 5 of 6 |



*CONTRACTION JOINT SPACING SHALL MATCH SIDEWALK WIDTH, EXPANSION JOINTS SHALL BE SPACED TO MATCH CONTRACTION JOINT SPACING

GENERAL NOTES FOR DETECTABLE WARNINGS

1. CURB RAMPS MUST CONTAIN A DETECTABLE WARNING SURFACE THAT CONSISTS OF RAISED TRUNCATED DOMES COMPLYING WITH 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN.
2. THE SURFACE MUST CONTRAST VISUALLY WITH ADJOINING SURFACES INCLUDING SIDE FLARES - COLOR TO BE BRICK RED.
3. DETECTABLE WARNING SURFACES MUST BE SLIP RESISTANT AND NOT ALLOW WATER TO ACCUMULATE.
4. ALIGN TRUNCATED DOMES IN THE DIRECTION OF PEDESTRIAN TRAVEL WHEN ENTERING THE STREET.
5. DETECTABLE WARNING SURFACES SHALL BE A MINIMUM OF 24" IN DEPTH IN THE DIRECTION OF PEDESTRIAN TRAVEL.
6. DETECTABLE WARNING SURFACES SHALL BE A MINIMUM OF 48" IN WIDTH FOR 5'-0" SIDEWALK.
7. DETECTABLE WARNING SURFACES SHALL BE CAST-IN-PLACE - NO ADHESIVE OR FASTENERS.
8. DETECTABLE WARNING SURFACES SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB LINE IS A MINIMUM OF 6" AND A MAXIMUM OF 10' FROM THE EXTENSION OF THE FACE OF CURB.



SIDEWALK DETAIL SHEET
SCALE: N.T.S.

| | |
|--|------------------|
| 2022 TAP - Sidewalk Typical Section | |
| City of Fairhope - Public Works Department | |
| Dwg: RDJ | Date: 04/08/2020 |
| Sheet # : 6 of 6 | |



Looking Northwest at the intersection of Fairhope and Blue Island Avenue

Looking north on Blue Island Avenue



Looking south on Blue Island Avenue towards Fairhope Avenue



Looking north and south along
Blue Island Avenue





Looking north and south along
Blue Island Avenue





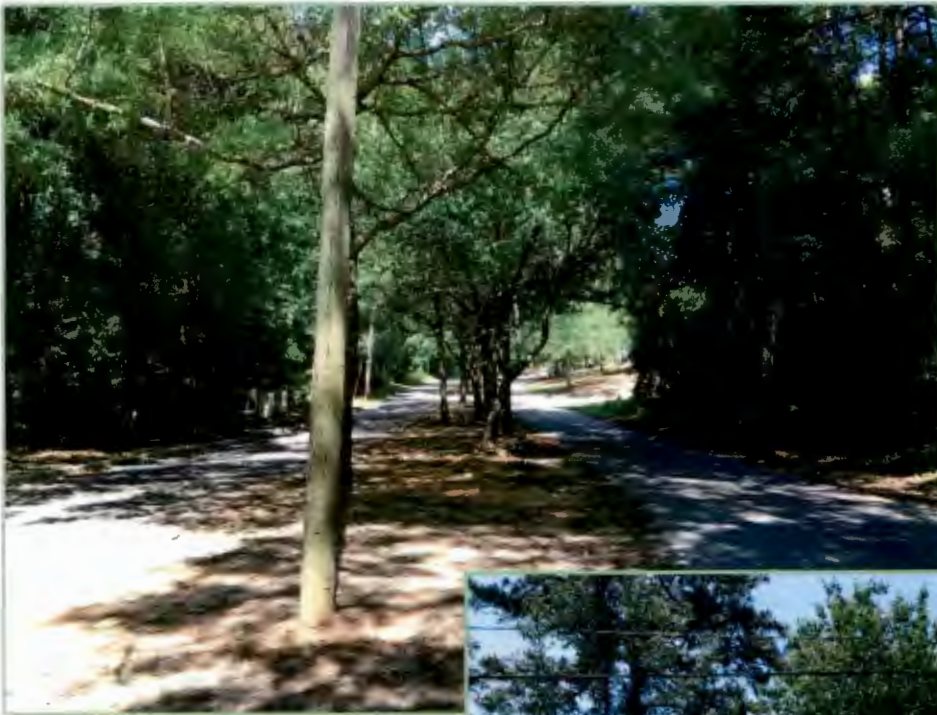
Looking north on Blue Island Avenue towards Gayfer Avenue



The intersection of Blue Island and Gayfer Avenues



The intersection of Fairhope Avenue and Fairwood Boulevard – looking south



Looking north and south along
Fairwood Boulevard





Looking north and south along
Fairwood Boulevard





Looking north and south along
Fairwood Boulevard





North end of Fairwood Boulevard – connects to existing Sidewalks



RESOLUTION NO. ____

WHEREAS, the City of Fairhope, Alabama, an Alabama Municipal Corporation, hereinafter referred to as (“City”), and The Teachers’ Retirement System of Alabama, an instrumentality of the State of Alabama (“TRS”) and The Employees’ Retirement System of Alabama, an instrumentality of the State of Alabama (“ERS”, together with TRS, “RSA”); entered into an Agreement dated January 28, 2020 and such Agreement remains in effect; and

WHEREAS, the City and RSA desire to modify the Agreement, specifically Paragraph 4, by providing additional time up to March 30, 2023 for the City to perform certain improvements contemplated by the Agreement, and the City and RSA have prepared a First Amendment to Agreement to that effect with the remaining provisions of the Agreement to remain in full force and effect.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, that Mayor Sherry Sullivan is hereby authorized to execute Amendment No. 1 to the RSA Agreement for Twin Beech Road dated January 28, 2020, between the City of Fairhope and The Teachers’ Retirement System of Alabama and The Employees’ Retirement System of Alabama.

Adopted this 24th day of May, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA
BALDWIN COUNTY

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (this “Amendment”) is made and entered into as of _____, 2021, by and between The Teachers’ Retirement System of Alabama, an instrumentality of the State of Alabama (“TRS”) and The Employees’ Retirement System of Alabama, an instrumentality of the State of Alabama (“ERS”, together with TRS, “RSA”) and The City of Fairhope, Alabama (“City”).

Recitals:

RSA and City entered into that certain Agreement dated January 28, 2020 (the “Agreement”) pertaining to certain real property located in Baldwin County, Alabama more accurately described within the Agreement (the “Property”), in which RSA agreed to convey certain rights and interests in the Property to the City, and the City agreed to construct certain improvements benefitting RSA. RSA and the City have agreed to amend the Agreement in accordance with the terms and conditions hereof.

Agreement:

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

A. Recitals. The recitals set forth above are true and correct in all respects and form an integral part of this Amendment.

B. Definitions. Capitalized terms which are defined in the Agreement and which are not otherwise defined herein shall have the same meanings herein as are ascribed to such terms in the Agreement.

C. Amendment to Paragraph 4. The Agreement is hereby amended by deleting the third and fourth sentence of Paragraph 4 in their entirety and substituting in lieu thereof the following:

The City shall have constructed the force main and the side stream storage facility on or before March 30, 2023. Should the City fail to complete the construction of the force main, the wet well, and/or the side stream storage facility by March 30, 2023 and RSA is required to construct and install a force main and lift station to service the Development Land and its future development thereof, then the documented costs of such construction of said force main and pump station incurred

by RSA to allow it to develop the Development Land, or any portion thereof, shall be a credit against any permit fees, building/construction fees, application fees, license fees or other fees or expenses charged by the City against RSA or its contractors or affiliates, in relation to the development of the Development Land or any portion thereof or any amenities located thereon.

The remaining provisions of Paragraph 4 and the other paragraphs of the Agreement shall remain in full force and effect.

D. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Alabama.

E. Paragraph Headings. The paragraph headings herein have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

F. Ratification. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. Except as specifically revised herein, the Agreement remains unmodified. As modified herein, the Agreement is ratified and confirmed in all respects, and shall continue in full force and effect.

G. Multiple Counterparts. This Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

{Remainder of Page Intentionally Left Blank}

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by and through their respective duly authorized representatives effective as of the date stated above.

TRS:

The Teachers' Retirement System of Alabama, an instrumentality of the State of Alabama

By: _____
Name: _____
Its: _____

ERS:

The Employees' Retirement System of Alabama, an instrumentality of the State of Alabama

By: _____
Name: _____
Its: _____

City:

The City of Fairhope, Alabama

By: _____
Sherry Sullivan, Mayor

Attest:

By: _____
Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That City Council hereby authorizes Mayor Sherry Sullivan to enter into a four month rental agreement with Eastern Shore Parents Aquatic Foundation, Inc. (ESPAF) dba S.W.A.T. for certain limited use of the City's municipal pool facility. The limited use shall be for three contiguous swim lanes from 3:30 p.m. to 7:00 p.m. Mondays through Fridays beginning May 25, 2021. The monthly rental fee shall be \$900.00, and each swimmer shall have a Fairhope municipal pool membership. ESPAFA shall name the City as an additional insured on its policy and shall execute a hold harmless/indemnity agreement with the City. Any and all recreation department activities shall take priority over any ESPAFA use of the facility. The recreation department shall endeavor to provide a 48 hour notice to ESPAFA of any potential use conflict.

DULY ADOPTED THIS 24TH DAY OF MAY, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA
COUNTY OF BALDWIN

RENTAL AGREEMENT

This Rental Agreement is made by and between the **EASTERN SHORE PARENT'S AQUATIC FOUNDATION, INC. (ESPAF) dba S.W.A.T.** ("Renter") and the **CITY OF FAIRHOPE**, a Municipal Corporation (the "City").

WHEREAS, Renter desires to use a certain limited portion of the City's Recreational Pool consisting of three contiguous swim lanes from 3:30 p.m. to 7:00 p.m. Mondays through Fridays for a four-month period beginning May 25, 2021 for purposes of conducting swim instruction due to damage of its normal operating facilities caused by Hurricane Sally;

WHEREAS, Renter's use will serve a public purpose and will not interfere with any recreation department activities for Fairhope's citizens, and

WHEREAS, the City is willing to make a certain limited portion of Recreation Center Pool available to Renter subject to the following:

Each swimmer shall have a paid Fairhope municipal pool membership. Renter shall name the City as an additional named insured on its policy as reviewed by the City. Any and all recreation department activities including but not limited to Fairhope's F.A.S.T. summer swim program shall take priority over any use of the facility by the Renter. The recreation department shall endeavor to provide 48-hour notice to the Renter of any potential use conflict.

The City shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from any use of the Recreation Center Pool and facilities by the Renter, its members, agents, employees or invitees or cause by or arising from any act or omission of City, or any of its members, agents, employees, or invitees. The Renter agrees to hold harmless and indemnify the City, its agents, and employees against all claims. The Renter further waives all claims and demands on its behalf against the City for any loss, damage, or injury arising from or relating to Renter's limited use of the pool or facilities.

This agreement shall be for a term of four months beginning on May 25, 2021 and ending on the September 25, 2021.

During the Rental term, this agreement may be revoked upon execution and delivery of written notice by either Renter or the City to the other, giving at least fourteen days' notice of same.

NOW THEREFORE, the CITY OF FAIRHOPE, a municipal corporation, pursuant to the terms set forth above for and in consideration of the sum of Nine Hundred (\$900.00) and other good and valuable consideration paid by Renter per month starting on the 25th of May 2021, the receipt and sufficiency of which is hereby acknowledged, and the benefits accruing to City, does hereby GRANT unto Renter the limited use as contemplated.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives on this ____ day of May, 2021.

CITY OF FAIRHOPE,
A Municipal Corporation

BY: _____
Sherry Sullivan, Mayor

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Sherry Sullivan whose name is signed to the foregoing conveyance as Mayor of the City of Fairhope, and who is known to me acknowledged before me on this day, that being informed of the contents of said instrument, she with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the ____ day of May, 2021.

Notary Public
My Commission Expires:

Eastern Shore Parents Aquatic Foundation, Inc. (ESPAF)
dba S.W.A.T.

By: _____
Richard C. Suhs its Head Coach

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that _____ as authorized agent of Eastern Shore Parents Aquatic Foundation, Inc. (ESPAF) dba S.W.A.T., signed to the foregoing document as Renter, and who is known to me acknowledged before me on this day, that being informed of the contents of said instrument, he/she as such officer and with full authority executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

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

Notary Public
My Commission Expires:

RESOLUTION NO. 4023-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That City Council hereby authorizes Mayor Sherry Sullivan to enter into a two month rental agreement with Eastern Shore Parents Aquatic Foundation, Inc. (ESPAF) dba S.W.A.T. for certain limited use of the City's municipal pool facility. The limited use shall be for **five** contiguous swim lanes from 3:30 p.m. to 5:15 p.m. and **four** contiguous lanes from 5:15 p.m. to 7:00 p.m. Mondays through Fridays beginning either March 15, 2021 or March 22, 2021. The monthly rental fee shall be **\$500.00**, and each swimmer shall have a Fairhope municipal pool membership. ESPAFA shall name the City as an additional insured on its policy and shall execute a hold harmless/indemnity agreement with the City. Any and all recreation department activities shall take priority over any ESPAFA use of the facility. The recreation department shall endeavor to provide a 48 hour notice to ESPAFA of any potential use conflict. Mayor Sullivan is authorized to agree and execute up to four, one month extensions of the agreement, at the same terms and conditions, without further approval by Council.

DULY ADOPTED THIS 8TH DAY OF MARCH, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of S.E. Civil, LLC to perform Professional Engineering Services for Water Main Replacement at SR 181 along ROW to CR 34 for the Water Department; and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 24TH DAY OF MAY, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



RFQ PS024-21

MEMO

To: **Kimberly Creech, Treasurer**

Sherry Sullivan
Mayor

From:

Delores A Brandt, Purchasing Manager

Date: May 3, 2021

Re: **City Council Approval of Mayor's choice of professional service provider for RFQ No. PS024-21 Professional Engineering Services for Water Main Replacement on SR 181 along ROW to CR34 for the Water Department.**

Council Members:

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

The Water Department needs to hire a professional engineering firm for **RFQ PS024-21 Professional Engineering Services for Water Main Replacement on SR 181 along the ROW to CR34 for the Water Dept., replacing 6" PVC Class 160 pipe.** There are considerable issues with Main breaks in this section of the Main. The project has a projected cost of under \$300,000.00 budgeted through the multi-year \$900,000 Water System Improvements project for the City.

Mayor Sullivan chose **S E. Civil, LLC** to perform the professional **engineering** services for the work. The work to be performed is for Replacement of water main on SR 181 south of CR 48 to CR 34. Approximately 2300ft .

Please move this request forward for City Council to approve the Mayor's selection of S.E. Civil for RFQ PS024-21 Professional Engineering Services for Water Main Replacement on SR 181 along ROW to CR34, and give approval for the Mayor to negotiate the not-to-exceed fee for the work.

Cc: file, Jason Langley, Mayor Sullivan

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

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

Dee Dee Brandt

From: Jason Langley
Sent: Thursday, April 29, 2021 12:17 PM
To: Dee Dee Brandt
Cc: Sherry Sullivan
Subject: Selection of Engineer
Attachments: Project Request Form - Fillable With Comments.pdf

Please see attached.

I would like to use Larry Smith with SE Civil for the engineer of record. Mayor is aware of this project and the selection of Mr. Smith as our engineer. Projected cost of project is under \$300,000. Project location is on SR 181 south of Stone Creek Subdivision along said Right of Way to CR 34. Replacing 6" PVC Class 160 Pipe. The existing Water Main is inside Road Prism. We are having issues with main breaks on this section of main. If you need anything further please let me know.

Jason

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of Lieb Engineering Company to preform Professional Engineering Services for Design and Construction Administration for additional Ballfields and Parking for the Recreation Department; and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 24TH DAY OF MAY, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



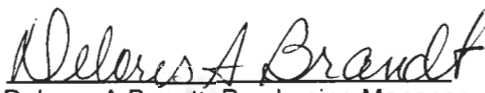
7/24/2021 10:23 AM

A handwritten signature in blue ink, appearing to be "JMS".

MEMO

To: **Kimberly Creech, Treasurer**

Sherry Sullivan
Mayor

From: 
Delores A Brandt, Purchasing Manager

Council Members:

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

Date: May 6, 2021

Re: **City Council Approval of Mayor's choice of professional service provider for RFQ No. PS025-21 Professional Engineering Services for Design and Construction Administration for Additional Ballfields, and Parking Lots, a budgeted item for FY2021**

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

The Parks and Recreation Director, Pat White, needs to hire a professional engineering firm for **RFQ No. PS025-21 Professional Engineering Services for Design and Construction Administration for Additional Ballfields, and Parking Lots, from the capital budget of \$670,000.00 for the Parks and Recreation Dept.**

Mayor Sullivan chose **Lieb Engineering Company** to perform the professional service work. The work to be performed is for the Design work for 4 ballfields, and modification of a current parking lot, as well as designing a new parking lot, at Volanta Park. Attached is the proposal and Agreement sent by Lieb Engineering. After reviewing these, the City Attorney recommends using the Professional Services Contract developed by and for the City of Fairhope.

Please move this request forward for City Council to approve the Mayor's selection of Lieb Engineering Company for RFQ No. PS025-21 Professional Engineering Services for Design and Construction Administration for Additional Ballfields and Parking and give approval for the Mayor to negotiate the not-to-exceed fee.

Cc: file, Pat White, Mayor Sullivan

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

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

PURCHASING DEPARTMENT REQUEST FORM

Requestor: Pat White Department: Parks / Recreation

Project Name: Volanta Ballfield / Parking Engineering Plan

Brief Project Description: Engineered plans for additional ballfields and parking re-structure

Project Category: Item Bid Professional Service Other

Budget Amount: \$670,000 Budget Code: 50475

BID USE ONLY

Anticipated Start Date: ASAP Project Duration: 3 weeks

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: _____

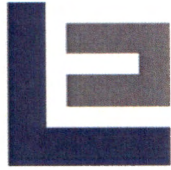
SIGNATURES

Requestor: *PW*
Pat White (May 6, 2021 09:21 CDT)

Finance Manager: _____

City Treasurer: *Kim Creech*
Kim Creech (May 6, 2021 09:47 CDT)

Mayor: *Sherry Sullivan*
Sherry Sullivan (May 6, 2021 12:07 CDT)



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PO Box 2266
Fairhope, AL 36533
Phone: 251 978-9779

Project Proposal

Date: 5/6/2021

Attention: Pat White
City of Fairhope

Proposal No: 2021-025

Description: **Site Plan - Volanta Park Improvements**

I. Scope of Work:

Lieb Engineering Company, LLC is pleased to present this proposal for Professional Services. The scope of work consists of Civil Engineering support to develop construction plans and specifications for 4 ballfields and modification of a parking lot and an additional parking lot. The improvements will be at Volanta Park. An ADEM Permit application included. An ALDOT permit is not included.

II. Deliverables:

The following activities will be conducted to produce said deliverables:

1. 2 site visits
2. 2 meetings with the City of Fairhope
3. Lieb Engineering Company, LLC's estimated drawing list is as follows:
 - a. General Notes
 - b. Site Layout Plan
 - c. Grading and Drainage Plan
 - d. Erosion Control Plan
 - e. Details
4. Construction administration and project closeout after construction
5. Addressing any and all comments from reviewing bodies

III. Exclusions:

The following are assumed to be by others and are not included in our estimate:

- a. Geotechnical Investigation/Report
- b. An Environmental Survey.
- c. Site lighting plans.
- d. Landscape and Irrigation Plans.
- e. Structural, Architectural, and MEP will be by others.
- f. Traffic studies, if applicable, will be by others.
- g. Any and all permit fees will be paid by or reimbursed by the Owner.

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Fairhope, AL 36533
Phone: 251 978-9779

IV. Clarifications:

- a. Owner shall provide safe access to the project site.
- b. Construction materials testing will be by others.

V. Engineering Estimate or Fee:

Lieb Engineering Company, LLC estimates that this scope of work will require labor and materials at an estimated cost of _____ get drawings and applications submitted to the City of Fairhope.

Invoices are to be paid per the master services agreement:

(Please make check payable to Lieb Engineering Company, LLC)

VI. Key Personnel:

Chris Lieb, P.E. will oversee the Civil Engineering effort and will be the primary point of contact.

VII. Terms and Conditions:

This work will be governed by Lieb Engineering Company, LLC Agreement for Engineering Services. See Attached.

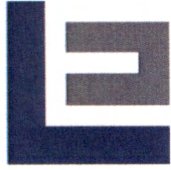
Any changes to this proposal/contract may constitute a "Change Order" to the contract that must be agreed upon by both parties before any work related to the change begins.

Any information required by Lieb Engineering Company, LLC to complete the project will be received in a timely manner.

In the event the project is cancelled after the notice to proceed (or signed contract) has been received, Lieb Engineering Company, LLC will be paid for our progress to date on the project.

This proposal is valid for 60 days.

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Phone: 251 978-9779

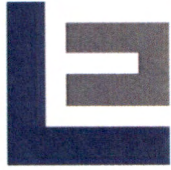
We appreciate the opportunity to submit this proposal. If you have any questions, please do not hesitate to give us a call at (251) 978-9779.

Best regards,

A handwritten signature in black ink, appearing to read 'Chris Lieb', written in a cursive style.

Chris Lieb, P.E.
President
(251) 978-9779
clieb@liebengineering.com

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PO Box 2266
Fairhope, AL 36533
Phone: 251 978-9779

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, by and between _____, hereinafter referred to as the OWNER, and **Lieb Engineering Company, LLC**, hereinafter referred to as the ENGINEER.

WHEREAS, the OWNER desires to engage ENGINEER to perform the scope of services set forth in the proposal attached hereto as Exhibit "A". Said scope of services is referred to herein as the "Project" and is incorporated into this Agreement as if set forth fully herein.

WHEREAS, not having engaged any other engineers for the Project, OWNER desires to retain the ENGINEER as its sole and exclusive engineering and consulting firm for the Project;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the OWNER and ENGINEER do agree, each with the other, as follows:

ARTICLE 1. Basic Services.

- 1.1 Prepare drawings that show the character and extent of the Project (hereinafter called "Drawings") and Specifications.
- 1.2 Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits and approvals typically required by law for similar projects.
- 1.3 Preparation of the following regulatory permit applications will be considered as part of Basic Services compensation: City of Fairhope Land Disturbance Permits. ENGINEER will assist OWNER in applying for such permits. Once the permits are submitted to the regulatory agency, the ENGINEER will monitor the permitting process.
- 1.4 Reproduction of reports, drawings, specifications, bidding documents and similar project related items as needed.
- 1.5 Prepare and furnish to the OWNER three copies of a map that shows the general location of any needed construction and permanent easements and any land to be acquired. Property surveys, plats and descriptions, abstracting and negotiations for land or rights shall be accomplished by the OWNER, unless the OWNER requests the ENGINEER to provide these services, for which the ENGINEER shall be compensated as an additional service.
- 1.6 Furnish copies of the above documents and present and review this in person with OWNER.

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Phone: 251 978-9779

ARTICLE 2. Additional Services

The following scope of services shall be considered additional work from the Basic Services outlined in Article 1. Unless the Additional Services are authorized in Article 4, Compensation, in this Agreement, then the OWNER and ENGINEER shall agree through a written amendment hereto, for the ENGINEER to furnish, or obtain from others, additional services of the types listed below. These services will be paid for by the OWNER as indicated in the Agreement.

- 2.1 Once the regulatory permits, including those outlined in Article 1, are submitted to the regulatory agencies, the ENGINEER will monitor the permitting process and all such time for tracking and monitoring, addressing comments and for re-submittal to an Agency who had lost the application, shall be considered as an Additional Service. Tracking and monitoring will consist of telephone calls, meeting with Agency personnel, and courier services.
- 2.2 Preparation, submittal and tracking of permits required from the following agencies or any other regulatory agency, other than those specific permits listed in Article 1, Final Design Phase: US Fish & Wildlife Service, Historical Commission, Soil Conservation Service, EPA, Corps of Engineers, State Environmental Department, County Health Department. Performing environmental permitting and investigation work including but not limited to wetlands delineation, wetlands mitigation, and field and office work associated with assisting the OWNER in obtaining agency approvals.
- 2.3 Preparation of applications and supporting documents (in addition to those furnished under Article 1, if applicable) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.4 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 2.5 Services resulting from significant changes in the scope, extent, or character of the portions of the Services designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.
- 2.6 Providing renderings or models not defined as part of construction plans for OWNER's use.
- 2.7 Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash

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Fairhope, AL 36533
Phone: 251 978-9779

flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

- 2.8 Services during out-of-town travel required of ENGINEER.
- 2.9 Additional survey, drafting and field work to prepare Record Drawings showing appropriate record information should the annotated record documents received from Contractor be insufficient for the preparation of the Record Drawings.
- 2.10 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
- 2.11 Assisting OWNER in consultations and discussions with Contractor concerning issues of warranty work required of the Contractor during the specified warranty period.
- 2.12 Preparation of Operations and maintenance manuals.
- 2.13 Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- 2.14 Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.
- 2.15 OWNER shall reimburse ENGINEER for all costs incurred for additional services at the current schedule of fees plus all related expenses associated with the additional services.

ARTICLE 3. Responsibilities of the OWNER

OWNER agrees to provide ENGINEER with complete information concerning the requirements of the project and to perform the following services:

- 3.1 The OWNER shall provide all criteria and complete information as to the OWNER's requirements for the Project and shall furnish all design and construction standards which the OWNER will require to be included in the engineering plans, specifications, and operational narrative.
- 3.2 The OWNER will assist the ENGINEER by placing at the ENGINEER's disposal all available information pertinent to the Project.

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Fairhope, AL 36533
Phone: 251 978-9779

- 3.3 Hold promptly all required meetings, serve all required notices, fulfill all requirements necessary in the development of the project, and pay all costs incidental thereto.
- 3.4 The OWNER shall arrange for access to and make all provisions for the ENGINEER to enter upon public and private property to perform surveying, testing and other data collection as required for ENGINEER to perform services under this Agreement. OWNER shall appoint and designate in writing a person to act as OWNER's site access representative for such purpose, and shall include contact information for the individual so designated. OWNER agrees to hold the ENGINEER harmless from any and all claims, actions, damages and costs, including but not limited to attorneys' fees, arising from OWNER's arrangements and provisions for access to property.
- 3.5 Furnish ENGINEER with a copy of any design and construction standards he shall require ENGINEER to follow for the project.
- 3.6 Furnish ENGINEER with copies of all deeds, plats, property maps and other information necessary to the description and location of all easements and deeds needed for the project.
- 3.7 Designate, in writing, a single person to act as OWNER's Representative with respect to the work to be performed under this agreement. The person designated as Representative shall have complete authority to transmit instructions and to receive information with respect to the work covered by this agreement.
- 3.8 The OWNER shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project. The OWNER shall also provide such legal services as the OWNER may require or the ENGINEER may reasonably request with regard to legal issues pertaining to the Project that must be resolved in order for the ENGINEER to carry out its obligations under this Agreement. It is expressly understood and agreed that the ENGINEER itself shall not furnish or render any legal opinions or legal interpretations as to matters of law or application of law.
- 3.9 The OWNER agrees to pay ENGINEER the Additional Services as may be required for the Project, as outlined in this agreement.
- 3.10 Be the Applicant for all permits and environmental clearances necessary to construct the Project and pay for any and all regulatory permitting and application fees.
- 3.11 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and Substantial Completion and final payment inspections. Routinely perform site visits to observe the progress and quality of the various aspects of contractor's work and to determine, in general, if such work is proceeding in accordance with the OWNER's requirements of the Project.

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Fairhope, AL 36533
Phone: 251 978-9779

ARTICLE 4. Compensation

- 4.1 The OWNER agrees to pay to the ENGINEER a total fee as noted in the proposal for the Design Phase which shall be billed half up front and paid before work begins. Work on the project will be tracked against the first half of the fee. Once this is exceeded, it will be billed monthly. Once the plans are submitted for initial review, the balance of the fee as stated in the proposal is due.
- 4.2 The OWNER may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEER's compensation, that are mutually agreed upon by the OWNER and the ENGINEER, shall be incorporated in written amendments to this Agreement.
- 4.3 Compensation for services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration or administrative proceeding shall be paid by OWNER at a rate of two times the ENGINEER's standard hourly rates. Whenever ENGINEER's bill to OWNER includes charges for ENGINEER's consultants for such services, those charges shall be the amounts billed by ENGINEER's consultant to ENGINEER times a factor of two.
- 4.4 Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 2.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

ARTICLE 5. Relationship of the Parties

- 5.1 The parties intend that this Agreement create an independent contractor relationship between them. The ENGINEER is a professional corporation and is not an agent or employee of OWNER for any purpose. The ENGINEER cannot and will not represent that he has the authority to bind OWNER in any contractual manner. Nevertheless, with regard to the bidding and construction phases, it is understood that ENGINEER may serve as the OWNER's representative with full authority to participate therein as designated in Article 1, above. Moreover, OWNER agrees to defend and hold ENGINEER, its employees, directors, officers and agents, harmless from any and all claims, suits, damages and expenses, including but not limited to attorneys' fees, resulting from or based upon ENGINEER's actions as OWNER's representative.

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C O M P A N Y



LIEB ENGINEERING
C O M P A N Y

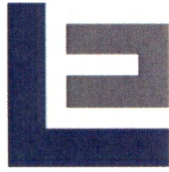
PO Box 2266
Fairhope, AL 36533
Phone: 251 978-9779

- 5.2 Neither party is to represent to others that the relationship between them is other than as stated above.
- 5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.
- 5.4 The OWNER and the ENGINEER each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns (to the extent permitted by Paragraph 5.5 below) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrations, legal representatives and said assigns of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 5.5 Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law . Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance of services hereunder.
- 5.6 ENGINEER may employ such independent professional associates, consultants, subcontractors, and vendors as the ENGINEER may deem appropriate to assist in the performance or furnishing of services under this Agreement. ENGINEER shall not be required to employ any consultant unacceptable to ENGINEER.

ARTICLE 6. Ownership and Use of Project Documents

- 6.1 All documents are instruments of service in respect to the Services, and ENGINEER shall retain an Ownership and proprietary property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Services are completed.
- 6.2 Copies of documents that may be relied on by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- 6.3 OWNER may make and retain copies of documents for information and reference in connection with the services by OWNER. Such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by

LIEB ENGINEERING
C O M P A N Y



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C O M P A N Y

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Fairhope, AL 36533
Phone: 251 978-9779

ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's consultants from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.

- 6.4 In the event of a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 6.5 Any verification or adaptation of the documents for extensions of the services or for any other services will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

ARTICLE 7. Liability and Indemnity

- 7.1 The ENGINEER will not be responsible for delays, disruptions or obstacles attributable to acts of God, acts of third parties, weather, intervention of public authorities, work stoppages, changes in the applicable laws or regulations after the date of commencement of performance hereunder and any other acts or omissions or events which are beyond the control of the ENGINEER.
- 7.2 Notwithstanding any other provision of this Agreement, the ENGINEER's total liability to the OWNER for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the ENGINEER's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the lesser of the total contract price of this Agreement or the proceeds paid under ENGINEER's liability insurance in effect at the time such claims are made. The OWNER hereby releases the ENGINEER from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.
- 7.3 Any and all liability resulting from conditions not created or caused to be created by the ENGINEER shall be the liability of the OWNER. Any and all liability that may arise from the construction, ownership and/or operation of the improvements is solely the responsibility of the OWNER, and the OWNER hereby agrees to indemnify and hold the ENGINEER harmless from such liability, claims, actions, loss or damage, including but not limited to attorney's fees, arising therefrom.

ARTICLE 8. Termination

- 8.1 This Agreement shall be subject to termination by either party hereto, with or without cause, upon twenty (20) days advance notice in writing. Payment due ENGINEER at such time

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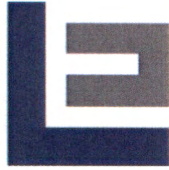
PO Box 2266
Fairhope, AL 36533
Phone: 251 978-9779

shall be computed upon applicable terms of Article 5, the amount of work completed or in progress as of the termination date and ENGINEER's reasonable cost of winding down its services after termination.

ARTICLE 9. Miscellaneous

- 9.1 This Agreement represents the entire and integrated Agreement between the OWNER and ENGINEER and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended, supplemented or modified by written instrument executed by both the OWNER and the ENGINEER.
- 9.2 It is understood and agreed by the parties hereto, that if any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- 9.3 It is expressly understood and agreed that the indemnity and insurance obligations of this Agreement, as well as the ENGINEER's proprietary interest in its engineering plans and specifications, shall survive the termination of this Agreement under Article 8 above as well as the completion of services under this Agreement.
- 9.4 This Agreement is to be governed by the laws of the State of Alabama.
- 9.5 OWNER expressly waives any claim for punitive damages and consequential damages arising out of or relating to the ENGINEER's services including, without limitation, damages for loss of use, lost income, lost profit, rental expenses, the cost of financing, business interruption, and/or damage to reputation.
- 9.6 In the event of any claims or litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recovery from the other all costs and expenses, including attorney fees and costs, whether from trial or appellate proceedings.
- 9.7 Any lawsuit arising out of or relating to this Agreement or the transactions contemplated herein shall be filed and litigated in a state or federal court having jurisdiction over Baldwin County, Alabama, and each party submits to the personal jurisdiction of all such courts.
- 9.8 OWNER represents and declares that they have carefully read this Agreement that it knows and fully understands all contents of this Agreement, and that it has signed the Agreement freely and voluntarily.
- 9.9 This Agreement shall be binding upon the executors, administrators, personal representatives, heirs, successors, and assigns of the parties hereto.

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PO Box 2266
Fairhope, AL 36533
Phone: 251 978-9779

- 9.10 As used in this Agreement, the neuter gender shall include masculine and feminine, the masculine and feminine genders shall be interchangeable and include the neuter gender, the singular number shall include the plural, and the plural the singular.
- 9.11 The captions of the sections and paragraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or condition.
- 9.12 The person/officer executing the Agreement on behalf of OWNER represents and warrants that he or she is authorized to execute the Agreement on behalf OWNER and to bind OWNER as to all of the terms and conditions of this Agreement, and that OWNER has consented to, approved of, and authorized this Agreement in all respects.

The remainder of this page is left blank.

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PO Box 2266
Fairhope, AL 36533
Phone: 251 978-9779

WHEREFORE, the undersigned, by their signatures, certify that they have carefully read this Agreement, understand the terms and conditions contained herein, have proper authority to execute this Agreement, and do so as their own free act:

OWNER:

By:

Title:

ENGINEER:

LIEB ENGINEERING COMPANY, LLC.

By:

Christopher (Chris) Lieb, PE

Title:

President

LIEB ENGINEERING
C O M P A N Y

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of EnCompass360 to perform Professional Services to conduct FEMA-HMGP Grant Application, Program Management, and Grant Administration for a FEMA Rate First Responder Safe Room; and hereby authorizes Mayor Sherry Sullivan to execute a contract with a total cost of \$60,000.00 which is an unbudgeted item. The first \$30,000.00 due upon execution of agreement; and \$30,000.00 due upon submission to FEMA for project review.

DULY ADOPTED THIS 24TH DAY OF MAY, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

MAY 18 '21 AM 11:46

Issuing Date: 5/18/2021

Please return this Routing Sheet to Treasurer by 5/18/21

Project Name: Approve the Professional Services to conduct FEMA-HMGP grant application, program management and grant administration to EnCompass360

Project Location: Pecan property

Presented to City Council: 5/24/2021

Funding Request Sponsor: Jessica Walker, Special Projects and Grants Manager
Sherry Sullivan, Mayor

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 60,000.00

Vendor: EnCompass360

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

Department Funding This Project

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

Department of General Fund Providing the Funding

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

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 001100-50290
G/L Acct Name: Professional Services

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

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

Over (Under) budget amount: \$ 60,000.00

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

Comments:

Payment 1: Pre-FEMA Grant Award Fee - \$30,000.00 due upon execution of agreement.
Payment 2: \$30,000.00 due upon submission to FEMA for project review.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 5/18/2021

Purchasing Memo Date: 5/18/2021

Delivered To Date: 5/18/2021

Request Approved Date: 5/18/2021

Request Approved Date: 5/18/2021

Approved Date: _____

Signatures: Aislinn Stone
Aislinn Stone

Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



April 12, 2021

Jessica Sawyer Walker, Special Projects and Grants Manager
City of Fairhope
555 S. Section Street
Fairhope, Alabama, 36533

RE: City of Fairhope, 1st Responder Hurricane Safe Room - FEMA – HMGP Grant Application Proposal and Qualifications

Dear Ms. Walker:

EnCompass360 Inc. is responding to a request from the City of Fairhope, Alabama to provide a proposal and qualifications for professional services to conduct grant application preparation, program management and grant administration work under FEMA's Hazard Mitigation Grant Program (HMGP). Founded in 2000, EnCompass360 specializes in providing disaster and mitigation solutions to various government agencies including city, county, state, school systems, and universities.

EnCompass360's professional services include consulting, project development/management, grant development/management, teaming with experienced architect(s), engineering, property appraiser(s), and GIS analysis/mapping services to provide an encompassing team approach of expertise, products, and solutions to complete disaster and mitigation project life cycles from beginning to end.

Our personnel have been trained by FEMA and other EMA agencies in the area of mitigation solutions including grant development/management, and project development/management, EnCompass360 continues training in these areas to provide its customers with best of breed solutions.

If you have any questions, please contact EnCompass360, Eddie Culpepper, at (205) 243-1876.

Thank You,

William E. Culpepper, President
EnCompass360
P.O. Box 11275
Birmingham, Alabama, 35202

REQUEST FOR PROPOSALS and QUALIFICATIONS

CONSULTING SERVICES FOR HAZARD MITIGATION GRANT PROGRAM (HMGP) APPLICATION AND
PROJECT ADMINISTRATION
HURRICANE SALLY (DR-4563-AL)
FAIRHOPE, ALABAMA

EnCompass360 Inc. is responding to a request from the City of Fairhope, Alabama to provide a proposal and qualifications for professional services to conduct grant application preparation, program management and grant administration work under FEMA's Hazard Mitigation Grant Program (HMGP).

EnCompass360 Inc. will provide consulting services in accordance with all applicable Federal, State, and local laws; regulations, Executive Orders, and authorizing legislation, including but not limited to, the Robert T. Stafford Act (Federal Emergency Management Agency (FEMA) (HMGP). Section 404 of the Robert T. Stafford Disaster and Emergency Assistance Act of 1988 established the Hazard Mitigation Grant Program (HMGP).

EnCompass360 Company Overview

Founded in 2000, EnCompass360 specializes in providing disaster and mitigation solutions to various government agencies including city, county, state, school systems, and universities.

EnCompass360's professional services include consulting, project development/management, grant development/management, teaming with architect(s), engineering, property appraiser(s), and GIS analysis/mapping services to provide an encompassing team approach of expertise, products, and solutions to complete disaster and mitigation project life cycles from beginning to end.

Our personnel have been trained by FEMA and other EMA agencies in the area of mitigation solutions including grant development/management, and project development/management, EnCompass360 continues training in these areas to provide its customers with best of breed solutions.

EnCompass360 has two locations one in north/central Alabama for tornado related projects and coastal Alabama for hurricane related projects.

EnCompass360, Inc. and Team Members

William E Culpepper – EnCompass360 President - Project Consultant and Manager

Mr. Culpepper had 24 years with Southern Company in Project Consulting, Development and Management on many major utility infrastructure projects, development and implementation of various automated systems before forming EnCompass360 Inc., in 2000.

Since 2000, Mr. Culpepper has performed shelter/safe room consulting, FEMA application development, received over **(42) million in FEMA project funding approvals**, provided project management, successful project completion and project closeout on **(26) twenty six FEMA 361 tornado and hurricane shelter/safe room projects**. Of those (26) projects, **(5) five are FEMA 361 rated 1st responder hurricane**

safe rooms.

Education

- BS in Business Administration from University of Alabama Birmingham
- Certified FEMA Unified Hazard Mitigation Assistance Program
- Certified FEMA 361 – Design and Construction for Safe Rooms

Project Team Members

- Todd Stewart – Architect
- Steve Horne – Structural Engineering
- Wade Stewart – (Electrical and Mechanical) Engineering
- Trey Jinright – Civil Engineering
- James Faulkner - Property Appraisal
- Craig Remington – GIS Mapping/Analysis

Proposed Scope of Work

EnCompass360, Inc. will provide professional consulting and project services in support of the City of Fairhope letter of intent, scope of work, application development services, project submission, monitoring, and request for information, related to the approval process of Fairhope's FEMA Rated 1st Responder Safe Room. A separate agreement will be executed once FEMA has approved the project to cover professional services including project and grant management during design, bid, construction, reimbursements, reporting, onsite reviews, and project closeout, these fees will be included in the grant budget as line items.

EnCompass360 – Professional Consulting and Application Development Tasks

Project Tasks related to professional consulting and application development services for safe room project submission, review, monitoring/RFI, and final approval by AEMA and FEMA

- Professional Consulting and Application Development for FEMA 361 Rated Safe Room
 - Included in these fees for FEMA 361 Rated Safe Room:
 - Letter of Intent
 - Definition and Scope of Project
 - Client Agreements with AEMA and FEMA
 - Previous disaster events/history narrative
 - Reason/need for safe room narrative
 - Solution/justification safe room narrative
 - Historical, environmental, flood review
 - Preliminary design, basic engineering of (structural, mechanical, electrical, civil), for the purpose of FEMA review and approval of project. Detailed design and engineering will occur upon final FEMA approval of any project.
 - Required alternative location and safe room solutions
 - Detailed Estimated Project Cost Breakdown/Budget
 - Benefit Cost Study (BCA)

- All mapping and photos
- Occupancy justification
- State and local EMA mitigation plan inclusion
- Alabama State Historical review and approval
- Provide various safe room solutions, options, and estimated costs to be considered by client.
- Prepare initial safe room design drawings and specifications for AEMA and FEMA review and approval.
- Perform Peer Reviews of each Safe Room Design and Specs by a Certified Architect for FEMA required approval.
- With client, identify and determine best location for the safe room and work with appraiser to determine the value of land for In-Kind contribution.
- Determine any other In-Kind Services and Contributions to the project.
- Prepare estimated costs and detailed budgets for FEMA rated safe room.
- Prepare GIS based multiple map sets (including population/occupancy, FIRM, TOPO, QUAD, street and parcel) for safe room.
- Prepare Site Photos for location.
- Prepare Benefit Costs Analysis (BCA) for safe room.
- Prepare environmental and historical data and request for approval by Alabama SHPO, and for FEMA review and approval for location and safe room.
- Include County Mitigation Plan and assure clients inclusion in that plan for safe room required by AEMA and FEMA.
- Prepare and Include Area Damage, Risk Assessment, and Historical Event Data for safe room.
- Prepare all AEMA and FEMA Agreements for approval and execution for safe room.
- Prepare Preliminary Safe Room Maintenance and Operations Plan for safe room.
- Input all data into AEMA Automated HMGP application system for client's signature and submission to AEMA and FEMA for review.
- Monitor and respond to any AEMA or FEMA request for information during project review of safe room.
- Includes travel multiple travel trips for meetings related to project's scope of work, benefits, costs, and make presentations to educate decision makers.

EC360 Project Fee(s) and Payment Schedule(s) for Professional Consulting, Application Development, Submission, Monitoring, and FEMA Final Approval for the FEMA 361 Rated Safe Room.

The below EC360 project fees and payment schedules cover all professional services cost(s) incurred during the application development of the safe room project, during AEMA/FEMA review, and through final approval by FEMA.

- a. Architect
- b. Engineering (Structural, Mechanical, Electrical, Civil)
- c. Certified Appraiser (In-Kind Land Value)
- d. GIS Mapping and Photos
- e. State Historical and Environmental (SHPO)

- f. Estimated Project Costs and Budget Creation
- g. Benefit Cost Analysis
- h. Alternatives
- i. Application Data Collection, Preparation, and Submission

These fees are not contingent on FEMA's approval of the Safe Room project.

The below EnCompass360 fees will cover the Letter of Intent, Scope of Work, Application Development, Application Submission to any available AEMA/FEMA grant program(s) (HMGP) during the 2021 grant period.

EnCompass360 Professional Services Fee(s) Safe Room Project Pre-FEMA Grant Award

- **No Fee** during Project Scope, Letter of Intent, and Baldwin County Mitigation prioritization to determine if funds are available for this project.
- **The EnCompass360 Pre-FEMA Grant Award Fee is broken into two payments.**
- Payment 1 - EnCompass360 Pre-FEMA Grant Award Fee - **\$30,000 – due upon execution of agreement and is reimbursable upon FEMA project approval 75% FEMA and 25% City Match. This total fee is included the grant as a budget line item.**
- Payment 2 – Remaining EnCompass360 Pre-FEMA Grant Award Fee Total - **\$30,000 – due upon submission to FEMA for project review and approval and is reimbursable 75% FEMA and 25% City Match. This total fee is included the grant as a budget line item.**
- Professional Services and Application Development Fees are not contingent on FEMA approval or the Obligation of any federal funds.
- Professional Services and Application Development Fees as outlined above Payment 1 will be due upon the execution of this agreement by both parties and Payment 2 will be due upon submission of project to FEMA and AEMA for review and approval.

Emergency Management Institute



FEMA

This is to certify that

William E Culpepper Jr

successfully completed

Unified Hazard Mitigation Assistance Program:

Developing Quality Application Elements

Orlando, FL

Issued this 29th day of March, 2012

Handwritten signature of Thomas Schifano Milano in black ink.

Deputy Superintendent
Emergency Management Institute

Handwritten signature of the Superintendent in black ink.

Superintendent
Emergency Management Institute



FEMA

Certificate of Completion

This Certificate of Completion is to acknowledge that

Eddie Culpepper

Has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of:

FEMA 361 – Design and Construction for Safe Rooms (14 hours)

Birmingham, Alabama

July 25-26, 2011

A handwritten signature in black ink, appearing to read "Adam Reeder", written over a horizontal line.

Adam Reeder, P.E.
Civil Engineer, Atkins
Course Instructor

A handwritten signature in black ink, appearing to read "Ernst Kiesling", written over a horizontal line.

Ernst Kiesling, P.E., Ph.D.
Texas Tech University/NSSA
Course Instructor

RESOLUTION NO. _____

**AWARDING THE RFP PS001-21 FAIRHOPE AREA COMMUNITY
BASED COMPREHENSIVE LAND USE PLAN CONTRACT FOR
THE ALABAMA DEPARTMENT OF CONSERVATION AND
NATURAL RESOURCES GRANT #S1P17-FACP (RESTORE ACT)**

WHEREAS, the City of Fairhope was awarded a RESTORE Act Direct Component Subrecipient Grant (#S1P17-FACP) from the Alabama Department of Conservation and Natural Resources (ACDNR) on April 16, 2020; and

WHEREAS, the City did solicit Requests for Proposals (RFP PS001-21) 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 and evaluate proposals from qualified firms for said services, and the City's Evaluation Committee determined Neel-Schaffer to be the most qualified firm and recommends that this firm be selected for said services; and

WHEREAS, the amount obligated for the Fairhope Area Community Based Comprehensive Land Use Plan of the Subrecipient Grant by the U.S. Department of Treasury is Five Hundred Twenty-Six Thousand, Five-Hundred Dollars (\$526,500.000); and

WHEREAS, One-hundred percent (100%) of the Fairhope Area Community Based Comprehensive Land Use Plan fees will be paid for with grant funds made available through the Subrecipient Grant Agreement #S1P7-FACP with ADCNR.

NOW, THEREFORE IT BE RESOLVED BY THE City of Fairhope, IN REGULAR SESSION ASSEMBLED, that by this Resolution the City of Fairhope awards the contract for the Fairhope Area Community Based Comprehensive Land Use Plan (RFP PS001-21) for ADCNR Grant #S1P7-FACP to Neel-Schaffer, 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 hereby awards the contract for the Fairhope Area Community Based Comprehensive Land Use Plan RFP PS001-21 for ADCNR Grant #S1P17-FACP (RESTORE Act) to Neel-Schaffer with a fee not-to-exceed \$526,500.000 of grant funds; and authorizes the Mayor to execute the contract with this firm.

DULY ADOPTED THIS 24TH 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: Award RFP 001-21 Fairhope Area Community Based Comprehensive Land Use Plan ADCNR Grant S1P17-FACP (Restore Act) to Neel-Schaffer

MOU 2021-04-13:31
ZAN

Project Location: Citywide

Presented to City Council: 5/10/2021 5/24/2021

Funding Request Sponsor: Jessica Walker, Special Projects and Grants Manager
Hunter Simmons, Planning and Zoning Manager

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:

Cost: \$ 526,500.00 Not-to-exceed

\$ -

Vendor: Neel-Schaffer

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 XXX
Capitalized
Inventoried

Funding Source:

Operating Expenses XXX
Budgeted Capital
Unfunded

Expense Code: 110-57500
G/L Acct Name: Comp Plan Restore Act Phase I

Grant: \$526,500.00 Federal - not to exceed amount
State _____
City _____
\$0.00 Local

Project Budgeted: \$ 526,500.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ -

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

Comments:

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 4/28/2021

Purchasing Memo Date: 4/28/2021

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

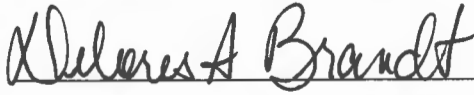
Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

To: Kimberly Creech, Treasurer

From: 
Delores A. Brandt, Purchasing Manager

Sherry Sullivan
Mayor

Date: April 28, 2021

Council Members:

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

Re: Greensheet /Council Approval to award **RFP 001-21 Fairhope Area Community Based Comprehensive Land Use Plan ADCNR Grant S1P17-FACP (RESTORE Act)**

The Scope of Services for the RFP is to provide the Planning Services necessary for development of the Fairhope Area Community-Based Comprehensive Land Use Plan. The Scope of Services will include, but may not be limited to, project organization and coordination, community engagement, data collection, development of the land use plan, action plan for goals and prioritizations, community code reviews and updates, and final approval and adoptions, to deliver a complete Fairhope Area Community-Based Comprehensive Land Use Plan.

The RFQ was properly advertised and sent to qualified firms and individuals interested in performing 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 posted to the City of Fairhope website.

Eight Responses were received compiled of three non-responsive submissions and five responsive and responsible submissions. Once evaluated, the margin between the top four responsive engineering firms was slight and the Selection Committee requested Presentations which took place on March 2-3, 2021 resulting in a greater margin between the firms. See attached results.

The Selection Committee requests RFP 001-21 Fairhope Area Community Based Comprehensive Land Use Plan ADCNR Grant S1P17-FACP (RESTORE Act) be awarded to Neel-Schaffer in the not to exceed amount of FIVE HUNDRED TWENTY-SIX THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$526,500.00) in Project grant funds from ACDNR for all eligible project costs and other grant related documents.

Please prepare a greensheet and move this request to the City Council to approve the AWARD of RFP 001-21 Fairhope Area Community Based Comprehensive Land Use Plan ADCNR Grant S1P17-FACP (RESTORE Act Project #391) to Neel-Schaffer with a not-to-exceed of the ACDNR grant amount of \$526,500.00, and approve the Mayor to execute a contract.

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

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

Cc: File, J. Walker, H. Simmons, S. McKean

CITY OF FAIRHOPE EVALUATION
 BID NO: RFP 001-21
 BID NAME: Professional Planning Services Land Use Plan - RE-BID
 BID OPENED: November 18, 2020, 11:00 a.m.

| CRITERIA | NEEL-SCHAFFER | | | DEWBERRY | | | PLANNING NEXT | | | DESIGN WORKSHOP | | |
|---|---------------|------------------------|------------------------|----------|------------------------|------------------------|---------------|------------------------|------------------------|-----------------|------------------------|------------------------|
| | Weight | Average Rating (0-100) | Average Weighted Score | Weight | Average Rating (0-100) | Average Weighted Score | Weight | Average Rating (0-100) | Average Weighted Score | Weight | Average Rating (0-100) | Average Weighted Score |
| Criteria 1 - Qualifications, knowledge and expertise regarding the proposed Scope of Work | 20% | 94.43 | 18.89 | 20% | 83.86 | 16.77 | 20% | 93.86 | 18.77 | 20% | 87.57 | 17.51 |
| Criteria 2 - Resources and availability | 20% | 93.29 | 18.66 | 20% | 86.64 | 17.33 | 20% | 92.43 | 18.49 | 20% | 87.14 | 17.43 |
| Criteria 3 - Experience of proposed key personnel | 20% | 93.29 | 18.66 | 20% | 87.00 | 17.40 | 20% | 92.86 | 18.57 | 20% | 88.57 | 17.71 |
| Criteria 4 - Cost of services to be provided | 20% | 90.21 | 18.04 | 20% | 85.86 | 17.17 | 20% | 86.21 | 17.24 | 20% | 83.43 | 16.69 |
| Criteria 5 - Previous experience in working with locality | 20% | 94.79 | 18.96 | 20% | 87.71 | 17.54 | 20% | 91.29 | 18.26 | 20% | 86.00 | 17.20 |
| TOTAL WEIGHTED SCORE | | | 93.20 | | | 86.21 | | | 91.33 | | | 86.54 |

| NEEL-SCHAFFER | | DEWBERRY | | PLANNING NEXT | | DESIGN WORKSHOP | |
|------------------------------|----------------------|------------------------------|----------------------|------------------------------|----------------------|------------------------------|----------------------|
| INDIVIDUAL EVALUATOR SCORING | TOTAL WEIGHTED SCORE | INDIVIDUAL EVALUATOR SCORING | TOTAL WEIGHTED SCORE | INDIVIDUAL EVALUATOR SCORING | TOTAL WEIGHTED SCORE | INDIVIDUAL EVALUATOR SCORING | TOTAL WEIGHTED SCORE |
| Evaluator 1 | 93 | Evaluator 1 | 90.5 | Evaluator 1 | 93 | Evaluator 1 | 89.2 |
| Evaluator 2 | 90.2 | Evaluator 2 | 85.4 | Evaluator 2 | 89.9 | Evaluator 2 | 87.6 |
| Evaluator 3 | 89.2 | Evaluator 3 | 88.2 | Evaluator 3 | 90.2 | Evaluator 3 | 83.4 |
| Evaluator 4 | 95 | Evaluator 4 | 76 | Evaluator 4 | 92 | Evaluator 4 | 76 |
| Evaluator 5 | 94 | Evaluator 5 | 90 | Evaluator 5 | 95 | Evaluator 5 | 93.8 |
| Evaluator 6 | 95.4 | Evaluator 6 | 88.4 | Evaluator 6 | 93.2 | Evaluator 6 | 90.8 |
| Evaluator 7 | 95.6 | Evaluator 7 | 85 | Evaluator 7 | 86 | Evaluator 7 | 85 |
| AVERAGE | 93.20 | AVERAGE | 86.21 | AVERAGE | 91.33 | AVERAGE | 86.54 |

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 to Bid Number 010-20, Church Street Utility and Drainage Improvements for Replacement of 482 Linear Feet of Existing Gas Main and 9 Gas Services with an increased cost in an amount of \$32,746.00; and award the Change Order to Asphalt Services, Inc.

Adopted on this 24th day of May, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 5/15/2021

MAY 17 '21 AM 10:11
Please return this Routing Sheet to Treasurer by ASAP

Project Name: Approval of Change Order No. 1 to Bid No. 010-20 Church Street Utility and Drainage Improvements to replacement of 482 linear feet of existing gas main

Project Location: Intersection of Church St and Fairhope Ave

Presented to City Council: 5/24/2021

Funding Request Sponsor: Terry Holman, Gas Superintendent
Richard Johnson, Public Works Director
Sherry Sullivan, Mayor

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 32,746.00

Vendor: Asphalt Services 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: 002-16075
G/L Acct Name: Utility Five Year Improvements

Project Budgeted: \$ 32,746.00
Balance Sheet Item Included in projected cash flow

Over (Under) budget amount: \$ -

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

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

Capital Lease: _____ Payment _____ Term _____

Comments: This work involves replacement of 482 linear feet of existing gas main and replacement of 9 gas services lines along the southwest corner of the intersection of Church Street and Fairhope Avenue.

City Council Prior Approval/Date? _____

Senior Accountant: _____ City Treasurer: _____ Mayor: _____

Purchasing Memo Date: 5/6/2021 Purchasing Memo Date: 5/6/2021 Delivered To Date: 5/15/2021

Request Approved Date: 5/15/2021 Request Approved Date: 5/15/2021 Approved Date: _____

Signatures: Ashlin M Stone Kim Crech Sherry Sullivan
Ashlin Stone Kim Crech Mayor Sherry Sullivan



MEMO

Sherry Sullivan
Mayor

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

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

Date: May 6, 2021

Re: **Request to place Change Order No.1 to Bid No 010-20 Church Street Utility and Drainage Improvements on the next City Council agenda**

Sasha A. Hanks, MMC
City Clerk

Regarding installation of additional PE Gas main and service line work along Summit Drive, Church Street and Fairhope Av.

Kimberly Creech
Treasurer

The Engineer of Record, Jaye Robertson, PE. of Sawgrass Consulting, LLC, and the Public Works Director, Richard Johnson, recommend and approve the submitted request for the additional gas main and services line work along the project route located between Summit Drive, Church Street and Fairhope Avenue area. This work involves replacement of 482 linear feet of existing gas main (includes connection to existing gas mains along Summit Drive and Fairhope Av) and replacement of 9 gas services lines along the southwest corner of the intersection of Church Street and Fairhope Av. This work was requested by the Fairhope Public Utilities Gas Department due to this area's vicinity to the referenced project. Attached is a copy of the Change Order Request from the Contractor and an aerial map showing the work area for this change order. The cost of this additional work as quoted by the contractor, **Asphalt Services, Inc (ASI)** is **THIRTY-TWO THOUSAND SEVEN HUNDRED FORTY-SIX DOLLARS (\$32,746.00)**.

Contract increase and new project totals:

| | |
|------------------------------|---------------------|
| Original Contract amount | \$5,237,499.70 |
| Change Order #1 amount | \$ 32,746.00 |
| New Contract amount | \$5,270,245.70 |
| Additional Contract time | 10 working days |

Please place on this City Council Agenda this request for approval of Change Order No. 1 to Bid No 010-20 Church Street Utility and Drainage Improvements in the amount of \$32,746.00, award of the Change Order to Asphalt Services Inc. and authorize the Mayor to execute Change Order No. 1

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

Cc: file, R Johnson, Jaye Robertson, Terry Holman

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

CITY OF FAIRHOPE

**CHANGE
ORDER
REQUEST**

OWNER: CITY OF FAIRHOPE

ARCHITECT/ENGINEER: Sawgrass Consulting; Jaye Robertson, PE

CONTRACTOR: Asphalt Services Inc. (ASI)

PROJECT: 010-20 Church St Utility and Drainage Improvements

CHANGE ORDER REQUEST NO. #1 DATE: May 4, 2021

1. DESCRIPTION OF CHANGE:

This change order request is for the additional gas main and service line work along the project route located between Summit Drive, Church Street and the Fairhope Avenue area. This work involves replacement of 482 linear feet of existing gas main (includes connection to existing gas mains along Summit Drive and Fairhope Avenue) and replacement of 9 gas service lines along the southwest corner of the intersection of Church Street and Fairhope Avenue. This work was requested by the Fairhope Public Utilities Gas Department due to this area's vicinity to the referenced project. I have attached a copy of the Change Order No. 1 request from the contractor and an aerial map showing the work area for this change order. The contract increases and new project totals are below.

2. CHANGE ORDER COSTS: \$32,746.00

Proposal Attached See Attached Final Quantities Cost Estimated/Proposal Required

| <i>Item</i> | <i>Quantity</i> | <i>Material Unit Price</i> | <i>Labor (Hours)</i> | <i>Labor Unit Price</i> | <i>Sub-Total Cost</i> |
|----------------------------------|-----------------|--------------------------------|--------------------------|-----------------------------|---------------------------|
| a. Install PE gas service line | 9 EA | \$1,754.00 | | | \$15,786.00 |
| b. Install 2" PE gas main SDR-11 | 482 LF | \$30.00 | | | \$14,460.00 |
| c. Asphalt Repair | 1 LS | \$2,500.00 | | | \$2,500.00 |
| d. | | | | | |
| e. | | | | | |
| f.* | | | | | |
| TOTAL: | | | | | \$32,746.00 |

*If more than 6 items, provide attachments.

3. INSTITUTED BY: Sawgrass Consulting, Inc. (Project Engineers), Fairhope Gas (Utility) & Richard D. Johnson, PE (Owner's Representative)

4. JUSTIFICATION OF NEED: See Item #1 for justification

5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING: This is a quantity bid project and no scope change, only a magnitude of work item (quantity), all increases are based on competitively bid prices for Public Works Projects

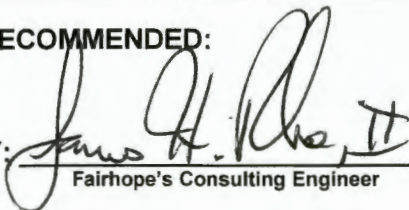
6. COSTS REVIEW: Quantities of bid materials as well as all field conditions that precipitated material increases shall be field verified. Since all work quantities were competitively bid, costs are within the parameter of the Contract Documents.

7. THIS CHANGE ORDER IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS THE FOLLOWING TYPE:

- Minor change of a total monetary value less than required for competitive bidding.
 - Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of work.
 - Emergencies arising during the course of work.
 - Change or alternates provided for in the original bidding where there is no difference in price of the Change Order from the original best bid on the Alternate.
 - Change of relatively minor terms not contemplated when the plans and specifications were prepared and the Project was bid and which are in the public interest and do not exceed 10% of the Contract Price.
-

8. EXTENSION OF TIME REQUESTED: Working Days: 10 (for additional magnitude of work)

RECOMMENDED:

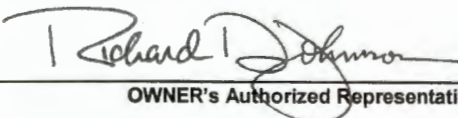
BY: 
Fairhope's Consulting Engineer

BY: 
Utility Representative

APPROVED:

BY: 
Contractor

BY: _____
OWNER's Legal Advisor

BY: 
OWNER's Authorized Representative



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

May 4, 2021

Honorable Mayor Sherry Sullivan
City of Fairhope
P.O. Drawer 429
Fairhope, Alabama 36533

RE: Project No. 010-20 - Church Street Utility and Drainage Improvements – Change Order No. 1

Dear Mayor Sullivan,

Please find attached the Change Order No. 1 request for the referenced project. This change order request is for the additional gas main and service line work along the project rout located between Summit Drive, Church Street and the Fairhope Avenue area. This work involves replacement of 482 linear feet of existing gas main (includes connection to existing gas mains along Summit Drive and Fairhope Avenue) and replacement of 9 gas service lines along the southwest corner of the intersection of Church Street and Fairhope Avenue. This work was requested by the Fairhope Public Utilities Gas Department due to this area's vicinity to the referenced project. I have attached a copy of the Change Order No. 1 request from the contractor and an aerial map showing the work area for this change order. The contract increase and new project totals are below.

| | |
|---------------------------|------------------------|
| Original Contract Amount: | <u>\$5,237,499.70</u> |
| Change Order #1 Amount: | <u>\$32,746.00</u> |
| New Contract Amount: | <u>\$5,270,245.70</u> |
| Additional Contract Time: | <u>10 Working Days</u> |

If you have any questions or require additional information, please give me a call at 251-544-7900.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jaye Robertson', written over a large, stylized circular flourish.

Jaye Robertson, PE – Project Manager

Sawgrass Consulting, LLC

CC:

Richard Johnson, PE , City of Fairhope Public Works Director
Terry Holman, Fairhope Public Utilities Gas Superintendent
Jeremy Little, Fairhope Public Utilities Gas Assistant Superintendent

**Asphalt Services, Inc.**

11045 Old Highway 31
 Spanish Fort, Al. 36527
 Phone 251.621.9325
 Fax 251.621.9393

PROPOSED CHANGE ORDER
 CHANGE ORDER:

DATE **4/19/2021**

CUSTOMER
 ADDRESS

City of Fairhope
 PO Box 429
 Fairhope, AL 36532

Contact

LOCATION

Church St Drainage

SCOPE OF WORK

| Item | Quantity | Description | Rate | Total |
|---------------|----------|--|------------|--------------------|
| 1 | 9 EA | Install PE gas service line* *each service will be installed by hand digging due to the limited work space; price includes tapping, welding, & purging. 2-A S. Church St 8 S. Church St 10-A S. Church St 14 S. Church St 16 S. Church St 50 S. Church St 212 1/2 Fairhope Ave 218 Fairhope Ave 9 S. Summit St | \$1,754.00 | \$15,786.00 |
| 2 | 482 LF | Install 2" PE gas main SDR-11 | \$30.00 | \$14,460.00 |
| 3 | 1 LS | Asphalt Repair | \$2,500.00 | \$2,500.00 |
| Total: | | | | \$32,746.00 |

Prices Good For 60 Days

Accepted By:

Submitted By:

Greg Smith

4/19/2021

Authorized Representative

Date

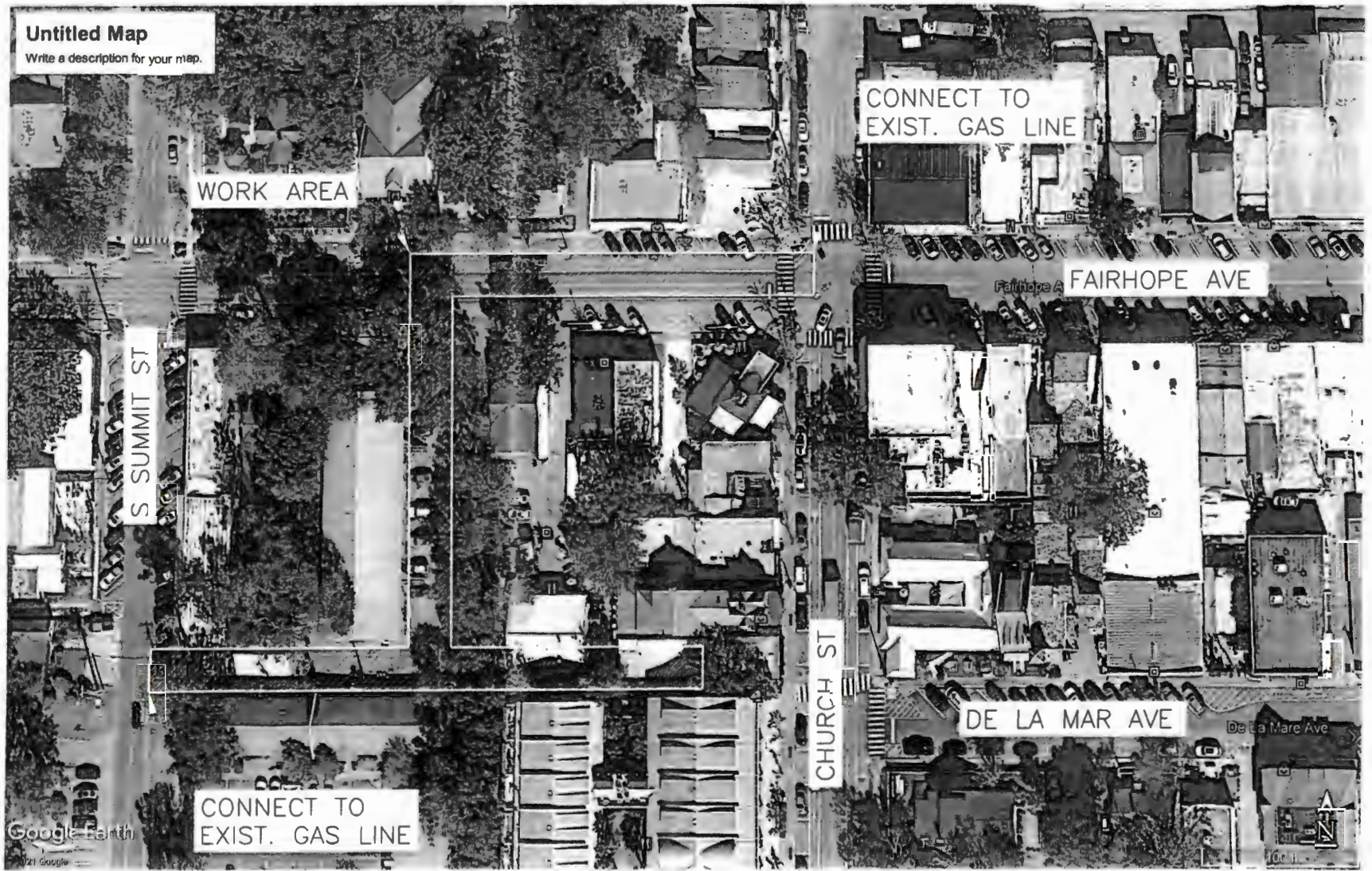
Greg Smith , Project Manager

Date

Unless specifically noted on this proposal, all items quoted include labor, materials, equipment, overhead, profit, and all applicable taxes. This proposal, if accepted, will become an integral part of any existing contract on this project. A signature by an authorized representative is required for the execution of this work.

Untitled Map

Write a description for your map.



WORK AREA

CONNECT TO
EXIST. GAS LINE

S SUMMIT ST

FAIRHOPE AVE

CHURCH ST

DE LA MAR AVE

CONNECT TO
EXIST. GAS LINE

Google Earth
©2011 Google

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 Installation of SIGNA UV at Treatment Plant for the Sewer Department. (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
Installation of SIGNA UV at Treatment Plant
for the Sewer Department

[3] After evaluating the bid proposals with the required bid specifications, Rob't. J. Baggett, Inc. with a total bid proposal of \$182,221.00, is now awarded the bid for Installation of SIGNA UV at Treatment Plant for the Sewer Department.

Adopted on this 24th day of May, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 5/15/2021

MAY 17 '21 AM 10:12
Please return this Routing Sheet to Treasurer by ASAP

Project Name: Award of Contract for Bid 017-21 Installation of SIGNA UV at Treatment Plant to Rob't J Baggett, Inc.

Project Location: Sewer Department Plant

Presented to City Council: 5/24/2021

Resolution # :
Approved _____
Changed _____
Rejected _____

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

Project Cash Requirement Requested:
Cost: \$ 182,221.00

\$ _____

Vendor: Rob't J Baggett, 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: 004-16030
G/L Acct Name: Vehicles & Equipment

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

Project Budgeted: \$ 236,000.00
Balance Sheet Item Included in projected cash flow

Over (Under) budget amount: \$ (52,779.00)

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

Comments: Budget: Volkert, Inc \$65,000.00; Contractor to install Rob't J Baggett, Inc \$182,221.00

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 5/6/2021

Purchasing Memo Date: 5/6/2021

Delivered To Date: 5/15/2021

Request Approved Date: 5/15/2021

Request Approved Date: 5/15/2021

Approved Date: _____

Signatures: Aislinn Stone

Signatures: Kim Creech


Signatures: Mayor Sherry Sullivan



MEMO

Sherry Sullivan
Mayor

To: Kimberly Creech, Treasurer

From: 
Delores A Brandt, Purchasing Manager

Date: May 6, 2021

Re: **Requesting greensheet and approval by Council to award contract for Bid 017-21 Installation of SIGNA UV at Treatment Plant**

Council Members:

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

The Director of Water and Sewer, Jason Langley, and Ray Miller, PE, engineer with Volkert Inc, are requesting Council award of Contract for **Bid 017-21 Installation of SIGNA UV at Treatment Plant to Rob't J Baggett, Inc.**

Lisa A. Hanks, MMC
City Clerk

This project is budgeted for \$300,000.00 in FY21 Capital Projects Fund . **Bid 17-21 Installation of SIGNA UV at Treatment Plant** administered by Volkert, Inc, was properly advertised and sent to numerous qualified companies (see tabulation). Two responsive and responsible bids were received.

Kimberly Creech
Treasurer

The Director and Volkert Inc. recommend the award be made to the bidder with the lowest bid, **Rob't J Baggett, Inc.** in the amount of **ONE HUNDRED EIGHTY-TWO THOUSAND TWO HUNDRED TWENTY- ONE DOLLARS (\$182,221.00)**. **This bid price is under the budgeted \$300,000.00.**

Please place on the next City Council Agenda this request to award Bid No. Bid 017-21 Installation of SIGNA UV at Treatment Plant to Rob't J Baggett, Inc in the amount of \$182,221.00.

cc: file, Jason Langley, Mayor Sullivan, Ray Miller PE (Volkert)

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

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

Volkert, Inc.
1110 Montlimar Dr., Suite 560
Mobile, AL 36609
(251) 342-1070
www.volkert.com



May 5, 2021

Installation of Signa UV at Treatment Facility
Contract No. WA003-21/Bid No. 017-21
(Volkert Proj. No. 0648010)

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

Dear Mr. Langley:

Enclosed is the Tabulation of Bids received on May 4, 2021 for the referenced project along with the two (2) bid proposals. The following is a summary of the total bid amounts submitted:

| <u>Contractors</u> | <u>Total Bid Amount</u> |
|------------------------------|-------------------------|
| Rob't. J. Baggett, Inc. | \$182,221.00 |
| J & P Construction Co., Inc. | \$298,000.00 |

We have reviewed the proposals and found them to be in order. Rob't. J. Baggett, Inc. submitted the low Total Bid Amount of \$182,221.00. This amount appears to be reasonable for the proposed work. Therefore, we recommend that Rob't. J. Baggett, Inc. be awarded this contract for their Total Bid Amount of \$182,221.00.

Please call at your convenience should you have any questions regarding these items.

Sincerely,

Ray Miller, P.E.
Vice President
Gulf Region Utilities Operations Manager

/kvd

Enclosures

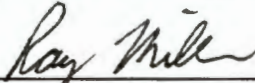
c Ms. Dee Dee Brandt

THE CITY OF FAIRHOPE, AL


TABULATION OF BIDS RECEIVED ON MAY 4, 2021
 INSTALLATION OF SIGNA UV AT TREATMENT FACILITY
 CONTRACT NO. WA003-21/BID NO. 017-21
 (VOLKERT PROJECT NO. 0648010)

| Item No. | Item Description | Unit | Estimated Quantity | 1 Rob't. J. Baggett, Inc. | | 2 J & P Construction Co., Inc. | |
|-------------------------|---|------|--------------------|------------------------------|--------------|-----------------------------------|--------------|
| | | | | Unit Price | Total Amount | Unit Price | Total Amount |
| GC-1 | Removal & Replacement of Existing Trojan UV 4000 Disinfection System with Owner Furnished Trojan UV Signa Disinfection System | LS | 1 | \$142,221.00 | \$142,221.00 | \$258,000.00 | \$258,000.00 |
| AL-1 | General Allowance | LS | 1 | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$15,000.00 |
| AL-2 | SCADA Allowance | LS | 1 | \$25,000.00 | \$25,000.00 | \$25,000.00 | \$25,000.00 |
| TOTAL BID AMOUNT | | | | \$182,221.00 | | \$298,000.00 | |

I, Ray Miller, P.E., Vice President, Gulf Region Utilities Operations Manager, Volkert, Inc., Consulting Engineers, do hereby certify that this tabulation of bids received on May 4, 2021, for the herein referenced project, is a true and correct copy of the bids submitted by the within named persons.



Ray Miller, P.E., Vice President
 Gulf Region Utilities Operations Manager
 Volkert, Inc.



Purchasing Mgr.

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 Ready-mix Concrete for the City (Bid No. 025-21) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for
Ready-mix Concrete for the City

[3] After evaluating the bid proposals with the required bid specifications, Ready Mix USA, LLC, with a bid proposal for the unit amounts shown in the attached bid tabulation, is now awarded the annual bid Ready-mix Concrete for the City.

Adopted on this 24th day of May, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Received 5/19/2021

COF Project No. 11:58a.m. 1945

City of Fairhope
Project Funding Request

Issuing Date: 5/19/2020

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award Bid No. 25-21 Ready Mix Concrete to Ready Mix USA, LLC

Project Location: Various City locations, as needed

Presented to City Council: 5/24/2021

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

Resolution #: Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: Annual bid for unit prices as listed on attached schedule

Vendor: Ready Mix USA, LLC

Project Engineer: n/a

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

Department Funding This Project

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

Department of General Fund Providing the Funding

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

Project will be: Expensed XXX
 Capitalized
 Inventoried

Funding Source: Operating Expenses XXX
 Budgeted Capital
 Unfunded

Expense Code: As appropriated for various City-wide projects
 G/L Acct Name: _____

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

Project Budgeted: \$ 52,000.00 Public Works
 Balance Sheet Item-
 included in projected cash flow

Over (Under) budget amount: _____

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>5/19/2021</u> | Purchasing Memo Date: <u>5/19/2021</u> | Delivered To Date: <u>5/19/2021</u> |
| Request Approved Date: <u>5/19/2021</u> | Request Approved Date: <u>5/19/2021</u> | Approved Date: _____ |
| Signatures: <u>Aislinn Stone</u> | <u>Kim Creech</u> Kim Creech | <u>Sherry Sullivan</u> Mayor Sherry Sullivan |



MEMO

Sherry Sullivan
Mayor

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

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

Date: May 19, 2021
Re: **Requesting greensheet and approval by Council to award budgeted Bid 025-21 Ready-Mix Concrete**

Kimberly Creech
Treasurer

The Public Works Director, Richard Johnson is requesting a contract for the purchase of ready-mix concrete to be used by the Public Works and Utilities departments.

This is budgeted in the FY21 budget at approximately **\$52,000.00 for Public Works. Bid 025-21 Ready-Mix Concrete** was properly advertised and sent to numerous companies that sell concrete, as well as posting on the website for the City of Fairhope. We received one responsive bid and one unresponsive bid. **Ready Mix USA, LLC was the responsive bid**, in the amounts of listed in their bid response (attached). The Bid Duration is for One (1) year from signing date of Contract, with the option to renew bid or contract for up to two (2) additional years, if terms and conditions, including pricing remain the same, and both parties are in agreement to renewing the bid or contract.

Please place on the next City Council Agenda this request to award Bid No. 025-21 Ready Mix Concrete, to READY-MIX, USA, LLC in Foley AL.

CC: file, Richard Johnson, George Ladd, Clint Steadham, Randy Weaver,

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

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

CITY OF FAIRHOPE TAB AND RECOMMENDATION
 BID NO: 025-21
 BID NAME: Ready-Mix Concrete 2021
 BID OPENED: Tuesday, May18, 2021 1:00 p.m.

| | Bid Response Executed/ Signed/ Notarized | Vendor Compliance Yes or No | Manufacturer | ARO in Hours | 3000PSI with peagravel per Cubic Yard/ Delivered to Job Site | 4000PSI with peagravel per Cubic Yard/ Delivered to Job Site | 3000PSI with regular gravel per Cubic Yard/ Delivered to Job Site | 4000PSI with regular gravel per Cubic Yard/ Delivered to Job Site | Accelerant per Fluid Ounce |
|---|--|-----------------------------|--------------|--------------|--|--|---|---|----------------------------|
| Vendor: READY MIX USA | yes | yes | | | \$119.00 | \$123.00 | \$114.00 | \$118.00 | \$ 6.00(1%) |
| Minimum Quantity | | | | | 5 yds | 5 yds | 5 yds | 5 yds | \$10.00 (2%) |
| Upcharge for Less Than Minimum Quantity | | | | | \$150.00 | \$150.00 | \$150.00 | \$150.00 | |
| Multiple Stop Charge | | | | | \$75.00 | \$75.00 | \$75.00 | \$75.00 | |
| Vendor Name | | | | | | | | | |
| Minimum Quantity | | | | | | | | | |
| Upcharge for Less Than Minimum Quantity | | | | | | | | | |
| Multiple Stop Charge | | | | | | | | | |

RECOMMENDATION: AWARD bid to Ready Mix USA, LLC
 Digitally signed by
 Richard D. Johnson, PE
 Date: 2021.05.18 15:23:05 -05'00' 05 18 2021

Signature Date
 Richard D Johnson, Public Works Director

Delores A Brandt 5/18/21
 Signature Date

Delores A Brandt, Purchasing Manager

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

**ITEM III
BID RESPONSE FORM**

DATE: 5/18/21

BID NO.: 025-21
BID NAME: Ready-Mix Concrete 2021

Our bid form must be filled in completely.

- All pages of this Bid Response Form, and additional requested pages, if any, must be returned.
- Acknowledgement must be made where a blank () appears.
- Any attachments hereto are made and become a part of this inquiry and must be signed by bidder.

QUANTITIES: The City of Fairhope does not guarantee that the City will procure any set quantities.

Bid Duration: One (1) year from signing date of Contract, with the option to renew bid or contract for up to two (2) additional years if terms and conditions, including pricing remain the same, and both parties are in agreement to renewing the bid or contract.

Delivery lead time ARO: _____ (in hours)

Bid Price For Delivery To All Sites Within The City Of Fairhope Must Include Delivery Charges

3000PSI with peagravel \$ 119 Per Cubic Yard/ delivered Job Site
Minimum qty. 5 yds
Upcharge for less than minimum qty + 150.00
Multiple Stop charge + 75.00 stop

4000PSI with peagravel \$ 123 Per Cubic Yard/ delivered Job Site
Minimum qty. 5 yds
Upcharge for less than minimum qty + 150.00
Multiple Stop charge + 75.00 stop

3000PSI with regular gravel \$ 114 Per Cubic Yard/ delivered Job Site
Minimum qty. 5 yds
Upcharge for less than minimum qty + 150.00
Multiple Stop charge + 75.00 stop

4000PSI with regular gravel \$ 118 Per Cubic Yard/ delivered Job Site
Minimum qty. 5 yds
Upcharge for less than minimum qty + 150.00
Multiple Stop charge + 75.00 stop

Accelerant \$ 6.00 (1%) Per fluid ounce
10.00 (2%)

**** AWARDED VENDOR MUST HOLD BID PRICING FOR A MINIMUM OF TWELVE (12) MONTHS****

Manufacturer: _____

Avg /cy = \$118.50

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

| | | | |
|--------------|-------------|--------------|-------------|
| ADDENDUM NO. | DATE ISSUED | ADDENDUM NO. | DATE ISSUED |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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 quoted 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.

We propose to meet or exceed the above specifications.

Witness our hands and seals this ____ day of _____, 2021.

If Individual

(Name of Individual or Partnership) (Name of Partner Print)

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

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

(Address)

(Address)

Phone Number _____ Fax Number _____

Primary e-mail address _____

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

If Corporation or LLC

Company READY MIX USA

State of Incorporation ALABAMA

Company Representative JUSTIN BLACKWELL
(Print Name of Representative Authorized to sign Bids and Contracts for the firm)

Company Representative Justin Blackwell
(Signature of Representative Authorized to sign Bids and Contracts for the firm)

Address 21551 DOC MCDUFFIE RD.
FOLEY, AL 36535

Phone Number (251) 943-2985 Fax Number (251) 943-7644

Primary e-mail address justins.blackwell@rmusa.cemex.com

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

THIS MUST BE NOTARIZED!

STATE OF Alabama }
COUNTY OF Baldwin }

I, the undersigned authority in and for said State and County, hereby certify that Justin Blackwell, as District Manager
(Type name of bid signer here) (Type bid signers Title here)
respectively, of Ready mix USA
(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 18 day of May, 2021.

Deana L Smith
Notary Public
My Commission Expires: _____

My Commission Expires 04/21/2025

END OF BID RESPONSE FORM



Ready Mix USA, LLC.
 21551 Doc McDuffie Rd Foley, AL 36535
 Phone: (251) 943-2985 ~ Fax: (251) 943-7644

JOB NAME: Bid # 025-21 - Ready Mix Concrete
CUSTOMER: City of Fairhope
BID DATE:
TODAY'S DATE May 18, 2021
LOCATION: Daphne, AL
REFERENCE: Ready Mix Concrete Quote
EXPIRES: 1 - Year from Award Date

Attn: Dee Dee Brandt
Phone (251) 928-8003
Fax:
Email: deede.brandt@fairhopeal.gov

Ready Mix Salesman:
 Russ Wood 251-243-3588
 0
 0
Area Manager:
 Justin Blackwell 251-747-4266

QUOTES MUST BE ACCEPTED IN WRITING BY PURCHASER WITHIN 30 DAYS.

.....**These Prices are Good Through**.....

| Slump: | Mix Description: | Price: | UOM: |
|---------------|---|---------------|-------------|
| 3" - 5" | * 3000 PSI (28-DAY MIX) | \$ 114.00 | CY |
| 3" - 5" | * 3000 PSI PEA GRAVEL (28-DAY MIX) | \$ 119.00 | CY |
| 3" - 5" | * 4000 PSI (28-DAY MIX) | \$ 118.00 | CY |
| 3" - 5" | * 4000 PSI PEA GRAVEL (28-DAY MIX) | \$ 123.00 | CY |
| 3" - 5" | * ALDOT - CLASS A - 3000 PSI (28-DAY MIX) | \$ 130.00 | CY |
| 3" - 5" | * ALDOT - CLASS B - 4000 PSI (28-DAY MIX) | \$ 140.00 | CY |
| | * PERVIOUS PAVING | \$ 180.00 | CY |
| | * Fuel Surcharge..... | N/A | |
| | * Environmental Fee | N/A | |
| | * Small Load Charge - Loads Less Than 5 Yards | \$ 150.00 | LOAD |

*QUOTED MIX PRICING IS BASED ON MIXES THAT CONTAIN FLY ASH. DUE TO THE POSSIBILITY OF A SHORTAGE OF FLY ASH, SHOULD IT NOT BE AVAILABLE, THE STRAIGHT CEMENT MIX PRICING WILL BE IN EFFECT AT A \$6.00 PER YARD ADDITIONAL COST.

| Slump: | Additional Items as Needed (additional charge): | Price: | UOM: |
|---------------|--|---------------|-------------|
| | * Small Rock Mixes (additional charge) | \$ 5.00 | CY |
| | * Line Pump Mixes (additional charge) | \$ 8.00 | CY |
| | * Block Fill Mixes (additional charge) | \$ 15.00 | CY |
| 7" - Max..... | * Mid-Range Water Reducer (additional charge) | \$ 6.00 | CY |
| 8" - Max..... | * High-Range Water Reducer (additional charge)..... | \$ 8.00 | CY |
| | * Fiber Reinforcement (1 lb.) (additional charge)..... | \$ 8.00 | CY |

Temperature requirements will be achieved by the use or combination use of the additives listed below at an additional cost:

| Additives items as Needed (additional charge): | Price: | UOM: |
|---|---------------|-------------|
| * Retarder - 1% | \$ 4.00 | CY |
| * Retarder - 2% | \$ 8.00 | CY |
| * Chloride Accelerator - 1% | \$ 6.00 | CY |
| * Chloride Accelerator - 2% | \$ 10.00 | CY |
| * Non-Chloride Accelerator - 1% | \$ 10.00 | CY |
| * Non-Chloride Accelerator - 2% | \$ 18.00 | CY |
| * Ice (minimum 40 lbs.) | \$ 2.00 | LB |

No plans or specifications were available for review at time of quote. All specification mixes will require further pricing review.

Opening Fees & Terms:

- * Ready Mix USA's business hours 6:00 a.m. until 5:00 p.m. Mon thru Fri.
- * After-Hours Plant Opening Fee add \$500.00 per hour - 3 Hour Minimum.
- * Openings after normal business hours will have applicable charges applied.
- * Ready Mix USA complies with the hours-of-service regulations issued by the Federal Motor Carrier Safety Administration.
- * These regulations promote higher safety standards for our drivers, which in turn, create a safer working environment for our customers.
- * Traffic control provided by others.
- * These prices do not include applicable taxes.
- * TERMS: NET 10TH PROX. Service charge of 1.5% monthly (18% APR)

Special Terms and Conditions

- * Acts of God - In the event of water or raw materials shortages of any kind, including any events outside the control of Ready Mix USA, Ready Mix USA reserves the right to evaluate the distribution of ready mix concrete and is not responsible for any project delays and costs resulting from any such events.

Accepted by:

City of Fairhope
 Company Name:

Date:



Ready Mix USA, LLC.

21551 DocMcDuffie Rd Foley, AL 36535

Phone: (251) 943-2985 ~ Fax: (251) 943-7644

FAX TRANSMITTAL

TODAY'S DATE: May 18, 2021 PHONE: (251) 928-8003

TO: Dee Dee Brandt FAX: _____

CUSTOMER: City of Fairhope EMAIL: deedee.brandt@fairhopeal.gov

FROM: Justin Blackwell

REFERENCE: Ready Mix Concrete Quote

BID DATE: _____ JOB NAME: Bid # 025-21 - Ready Mix Concrete

LOCATION: Daphne, AL

FAX
TOTAL PAGES: 3

SHOULD YOU ENCOUNTER ANY PROBLEMS DURING TRANSMISSION OR RECEIVE THIS FAX BY MISTAKE, PLEASE CALL OUR OFFICE: 850-477-2899.

WE AT READY MIX USA THANK YOU FOR GIVING US THE OPPORTUNITY TO QUOTE THIS PROJECT WITH YOUR COMPANY IN HOPES THAT WE CAN WORK TOGETHER AS A TEAM BRINGING CONTINUED GROWTH TO OUR AREA.

PLEASE SEE THE FOLLOWING PAGE FOR OUR QUOTE.

IF YOU ARE IN AGREEMENT WITH THE TERMS AND CONDITIONS OF THIS QUOTE, PLEASE SIGN AND FAX BACK TO THE NUMBER ABOVE.

IF YOU HAVE ANY QUESTIONS, PLEASE DO NOT HESITATE TO CALL.

SINCERELY,

AREA MANAGER:
JUSTIN BLACKWELL
251-747-4266

READY MIX SALESMAN:
RUSS WOOD
251-243-3588

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 Over Pressure Protection (OPP) and Emerson's Zedi Cloud SCADA Solution for Gas Utilities Monitoring 11 sites including the Gate Station Sites for the Gas Department from John H. Carter Company, Inc., or its subsidiary, ControlWorx, LLC, as Sole Source Distributor in the Southern third of Alabama; and authorizes procurement without formal bid based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The cost will be \$27,283.45 (\$21,823.45 equipment plus \$455.00 per month for the 11 sites).

Adopted on this 24th day of May, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Received 5/17/2021
10:11 a.m.
COF Project No. 1941

City of Fairhope
Project Funding Request

Issuing Date: 5/15/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of Over Pressure Protection (OPP) and Emerson Zedi Cloud SCADA Solution for Gas Utilities Monitoring eleven (11) sites

Project Location: Gas Department

Presented to City Council: 5/24/2021

Funding Request Sponsor: Terry Holman, Gas Superintendent
Jeremy Little, Gas Assistant Superintendent
Sherry Sullivan, Mayor

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 27,283.45 (\$21,823.45 equipment plus \$455.00/month \$5,460.00/year)

Vendor: John H. Carter Company, 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: 002-16075

G/L Acct Name: Utility Five Year Improvements
002-50380-Communication for the monthly services

Project Budgeted: \$ 30,000.00

Balance Sheet Item Included in projected cash flow

Over (Under) budget amount: \$ (2,716.55)

Comments:

These devices will bring data back into our SCADA system in order to provide necessary records for PSC inspections.

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

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

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant: _____ City Treasurer: _____ Mayor: _____

Purchasing Memo Date: 5/10/2021 Purchasing Memo Date: 5/10/2021 Delivered To Date: 5/15/2021

Request Approved Date: 5/15/2021 Request Approved Date: 5/15/2021 Approved Date: _____

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



MEMO

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

Sherry Sullivan
Mayor

Date: May 10, 2021

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

Re: **Green sheet --CC Approval procurement of FY2021 budgeted, EMERSON ZEDI Cloud SCADA Solutions for Utilities Monitoring (10) and a (1) Gate Station Volume Corrector for the GAS Department from a Sole Source**

The **GAS Department** Superintendent Terry Holman and Assistant Superintendent Jeremy Little request:

- (1) Procurement of the **Over Pressure Protection (OPP)** package and SCADA Communication package is for eleven (11) sites (see attached). The price for the OPP is \$21,823.45 and the total access fees are **\$455 mo/\$ 5,460.00 yr for the 11 sites. Shipping fees not included.**

The best pricing for the two groups of Emerson SCADA Solutions and options (see attached) is through **JOHN H CARTER, Inc from Bristol, Inc. as the sole source** in south Alabama, Mississippi, Louisiana and the Florida panhandle.

Please compose a green sheet and place on the next available City Council Agenda request to approve this budgeted procurement SCADA SOLUTIONS for the Gas Dept.

CC file, Terry Holman, Sherry Sullivan, Jeremy Little, Clint Steadham

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: Jeremy Little

Date: 4/19/2021

Department: Gas

ITEM OR SERVICE INFORMATION

- 1. What item or service do you need to purchase?** Emersons Zedi Cloud system
- 2. What is the total cost of the item or service?** \$21,823.45 does not include shipping and handling
- 3. Where will the item or service be physically located?** At District Regulator Stations across our Gas System including our Gate Station.
- 4. What is the primary function of the item or service?** Monitor Pressure on the inlet side of the Regulator Station and on the outlet side of the Regulator Station, Monitor the amount of Mercaptan we are adding to our Gas System. Print reports for PHSMA and the PSC, set alarms to alarm appropriate personal of over pressure and under pressure on regulator stations.
- 5. How many do you need?** 11
- 6. Item or Service Is:** New Used Replacement Annual Request
- 7. When do you anticipate implementation?** ASAP
- 8. Additional Information or Comments:** Yearly Recurring Fee for cloud management and cellular data plan \$5,460 per year or \$455 per month total for all 11 Sites.
- 9. Vendor Name:** Bristol Inc, Emerson's Zedi Cloud Solutions
- 10. Vendor Number:** 6700

BUDGET INFORMATION

- 1. Is it budgeted?** Yes No Emergency Request
- 2. If budgeted, what is the budgeted amount?** \$30,000
- 3. What is the Capital Project Name or Operating Budget Code:** 16050 002-59500 Line 80 Field Devices
- 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.*

Zedi Cloud SCADA Solutions



Presented to:

City of Fairhope Gas Utilities

Emerson Quote for:

Emerson's Zedi Cloud SCADA Solutions
For Utilities Monitoring in AL

2 sites

Quote Number:

PN19 – 180285

Date:

March 24, 2021

Emerson Contact:

Kane Duplechain
Regional Account Manager
(337) 330-6854
1-866-732-6967
kane.duplechain@emerson.com
www.zedisolutions.com

City of Fairhope Gas Utilities Contact:

Mr. Jeremy Little
City of Fairhope Gas Utilities
555 S. Section Street
Fairhope, AL
36532, USA

1. Service Delivery Scope

Overall Purpose of the Work:

The purpose of the project is to provide and install the Over Pressure Protection (OPP) package for 9 sites. The system includes an integrated LTE-M cellular modem to transmit the data from the site to secure cloud server. Data collected by the system will be remotely accessible via Zedi Access. Emerson will supply 2 x pressure transducers per site.

Installation Services:

Installation Services are to be performed by Emerson. The service charge is separate and will be charged through a field ticket based on time and material.

Commissioning Services:

- A. Commission and display the following data points based on an hourly connection to the SignalFire Ranger.
 - Pressure Data Points for the Regulator Sites
- B. Create user screens and accessibility profiles for all identified users

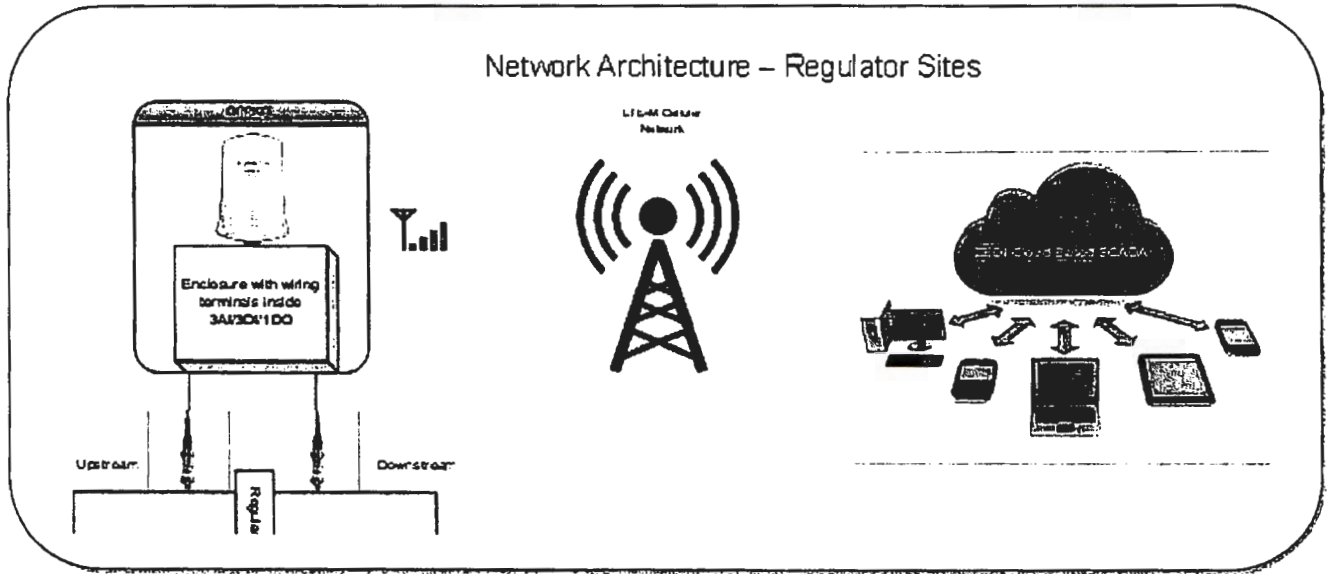
Timelines:

- Estimated 6 weeks from Client sign-off to ship the equipment.
- Estimated 2-3 days to install the equipment on site.
- Estimated 1 week to commission the sites on Zedi Access after installation completed.

Notes and Assumptions:

- Pricing is for 9 regulator sites.
- Emerson will supply 2 x pressure transducers per site.
- There is viable cell coverage (Verizon) on site.
- The Ranger OPPKIT will come with internal battery to supply the power for the pressure transducers and communication.
- Commissioning is to be scheduled at least 48 hours in advance or unscheduled commissioning charges will be applied.

Network Architecture:



2. Pricing Detail

Main Items:

| Emerson's Zedi Cloud SCADA Solutions | | |
|---|--|----------------------------|
| Location | Utilities Monitoring in AL | |
| Company | City of Fairhope Gas Utilities | |
| Qty. | Description | Part Number |
| OPP Package – Regulator Sites | | |
| 9 | Ranger OPPKIT LTE, VZ Sim, 4DPak/IntAnt, 3 - AIDI, W/ JB | 52123 |
| 9 | SF Pressure Transducer, 100 PSI, SST, 1/2" NPT, 1-5V, 1M Cable | 52145 |
| 9 | SF Pressure Transducer, 300 PSI, SST, 1/2" NPT, 1-5V, 1M Cable | 52146 |
| Commissioning Services | | |
| 18 | Zedi Access Automation Engineering Support (Hourly) | 20207 |
| 9 | Zedi SCADA/Connect Cellular Connection Fee | 0F07 |
| Note: 1. Shipping and Handling Charges are Extra 2. Pricing is for 9 Regulator Sites 3. Optional and Contract Items are excluded. 4. All orders are subject to credit approval by Emerson. Emerson reserves the right to refuse shipment of any and all goods or provision of any and all Services identified in this document. | | Total: \$ 20,273.49 |

Note: Shipping, insurance export and customs clearance charges are the responsibility of the customer. Arrangements can be made through Emerson's Zedi shipping department.

Contract Items:

| Emerson's Zedi Cloud SCADA™ Solutions – Zedi Total Access Fees – Cellular | | | | |
|---|--|---------------|------------------|--------------------|
| Qty. | Description | Part Number | Monthly Total | Yearly Total |
| 9 | Edge Asset Recurring Fee (25.00 per month per Asset) | 30107 | \$ 225.00 | \$ 2,700.00 |
| 9 | 10 MB Data Plan – Monthly (\$15.00 per month per modem) | 30105 | \$ 135.00 | \$ 1,620.00 |
| Note: 1. Pricing quoted in USD | | Total: | \$ 360.00 | \$ 4,320.00 |

Zedi Cloud SCADA Solutions



Presented to:

City of Fairhope Gas Utilities

Emerson Quote for:

**Emerson's Zedi Cloud SCADA Solutions
For Fairhope Gate Station & Volume Corrector Sites**

9 Sites

Quote Number:

PN21 – 189647

Date:

March 24, 2021

Emerson Contact:

Kane Duplechain
Business Development Manager
(337) 330-6854
1-866-732-6967
kane.duplechain@emerson.com
www.zedisolutions.com

City of Fairhope Gas Utilities Contact:

Mr. Jeremy Little
City of Fairhope Gas Utilities
555 S. Section Street
Fairhope, AL
36532, USA

1. Service Delivery Scope

Basic Modem connection to an existing EFM capable RTU

Overall Purpose of the Work:

The purpose of the project is to provide and install Emerson SCADA communication package, Microhard modem, in order to transmit the data from FB2200 on site, to Zedi Access. Zedi Access enables the Client to monitor and control the site remotely over the cloud. The second modem with SIM Card and all ancillary equipment will charge on a field ticket by Emerson technician.

Installation Services:

The installation service will be provided by Emerson. The installation cost is not included in the pricing and will be charged separately through a field ticket based on time and material. The rates are shown in the quote.

Commissioning:

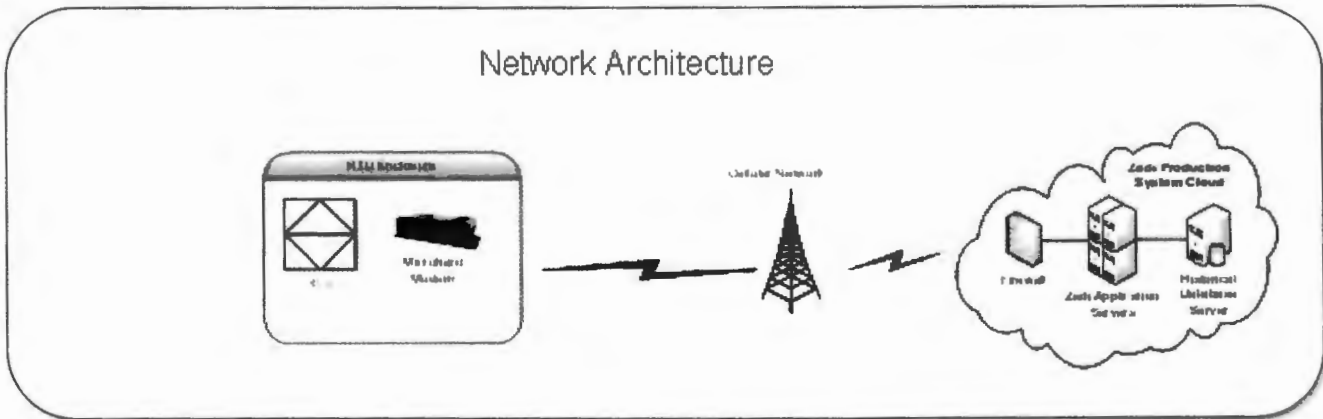
- A. Commission and display the following data points based on an hourly connection to the site RTUs (1x FB2200 and 1 x EC350 Volume Corrector). The modems and ancillary equipment are supplied by Emerson.
 - Gas Meter Run
 - Pressure Data
 - Volume
 - Event Status
- B. Create user screens and accessibility profiles for all identified users

Timelines:

- Estimated one week from client signoff to ship the equipment.
- The Installation ETA will be sometime the week of April 5.
- The site will be commissioned on Zedi Access after the installation completed.

Assumptions:

- Hardware price in this SOC is for one modem package for one site. The second modem package will be charged on a field ticket.
- The commissioning charges and Zedi Access monthly fee in this SOC are for both sites.
- One site has a FB2200 with one gas meter run
- The other site has a EC350 Volume Corrector which monitors corrected volume, pressure, and event status.
- Sufficient power on site for the supplied modems and associated hourly connection to Emerson network
- Commissioning to be booked with Emerson at least 48 hours in advance or unscheduled commissioning charges will apply
- There is sufficient cell coverage on site.



2. Pricing Detail

Hardware, Engineering and Internet Host Commissioning

| Emerson's Zedi Cloud SCADA Solutions | | |
|--|--|---------------------------|
| Location | Fairhope Gate Station & Volume Corrector Sites | |
| Company | City of Fairhope Gas Utilities | |
| Qty. | Description | Part Number |
| Communications | | |
| 1 | Microhard IPn4Gii-NA-C1D2 w/2 Cables | 50559 |
| 1 | AT&T SIM CARD | 51800 |
| 1 | Omni-Directional Antenna - Laird N Female | 50000 |
| 1 | Heavy Duty Pole Antenna Mount Assembly | 50103 |
| 1 | Antenna Cable, SMA-Male/N-Type-Female Bulkhead 18" | 50200 |
| 1 | Polyphaser MXF (Bulkhead) IS-B5OHN-C2-ME | 51202 |
| 1 | 20' Premade LMR 400 Cable w/N-Male Conn | 50202 |
| 2 | Zedi SCADA/Connect Cellular Connection Fee | 0F07 |
| Engineering and Services | | |
| 1 | Zedi Access Automation Engineering Support -Standard EFM | 20205 |
| 1 | Zedi Access Automation Engineering Support -Volume Corrector | 20204 |
| Note: 1. Shipping and Handling Charges are Extra 2. Pricing Reflects 2 sites 3. Optional and Contract Items are excluded. | | Total: \$ 1,549.96 |

Note: Shipping, insurance export and customs clearance charges are the responsibility of the customer. Arrangements can be made through Emerson's Zedi shipping department.

Contract Items:

| Emerson's Zedi Cloud SCADA™ Solutions – Zedi Total Access Fees – Cellular | | | | |
|--|---------------------------------|--------------------|----------------------|---------------------|
| Qty. | Description | Part Number | Monthly Total | Yearly Total |
| 1 | Stand Alone Asset Recurring Fee | 30100 | \$ 40.00 | \$ 480.00 |
| 1 | Edge Asset Recurring Fee | 30107 | \$ 25.00 | \$ 300.00 |
| 2 | 10MB Data Plan Recurring Fee | 30105 | \$ 30.00 | \$ 360.00 |
| Note: Pricing quoted in USD | | Total: | \$ 95.00 | \$ 1,140.00 |

Field Services:

| Emerson's Zedi Cloud SCADA™ Solutions – Field Services | | | |
|---|---|--------------------|--------------|
| Qty. | Description | Part Number | Price |
| 1 | Zedi Automation Field Services (per hour) | 0F08 | \$ 130.00 |
| 1 | Zedi Engineering Commissioning, Project Management (per hour) | 0F11 | \$ 130.00 |
| 1 | Auto Mileage (per mile) | 0F80 | \$ 1.50 |

April 21, 2021

Mr. Jeremy Little
555 Section Street
Fairhope, AL 36533

Dear Jeremy,

We are pleased to advise that John H. Carter Company, Inc. is the Emerson Impact Partner for Fairhope, and all other locations in the southern third of Alabama, lower portion of Mississippi, the Florida panhandle, and all of Louisiana.

As such, John H. Carter Company, Inc., or its subsidiary, ControlWorx LLC, are the sole providers of Zedi, which is an Emerson owned company, in the Picayune area. You may also see Bristol Babcock Inc. mentioned in proposals presented by our Zedi sales team. Bristol Babcock Inc. is another Emerson owned business that handles the billing for Zedi.

You likely do not see any reference to John H. Carter in the proposal you received from Kane Duplechain, our Zedi Regional Area Manager, but rest assured that all new Zedi/Bristol Babcock business in the Fairhope area is done jointly with John H. Carter, Inc. or its subsidiary ControlWorx LLC.

If there are any questions related to this matter, please address them to me at your convenience. We truly appreciate this opportunity to serve you.

Respectfully yours,

Kelly Armstrong, Zedi Product Manager

John H, Carter Company, Inc.

2203 Perimeter Rd.

Mobile AL, 36615

(903)445-1965

Kelly.Armstrong@johnhcarter.com

cc: Brannon Cook

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 Forty (40) LED Lights to upgrade Lighting on U. S. 98 (Greeno Road) from State Highway 104 to Parker Road for the Electric Department from GRESCO; and authorizes procurement without formal bid based on the option allowed by the Code of Alabama 1975, Section 41-16-51(b)(7). The cost will be \$49,000.00.

Adopted on this 24th day of May, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

MAY 17 '21 AM 10:15

Issuing Date: 5/15/2021

Please return this Routing Sheet to Treasurer by ASAP

Project Name: Procurement of LED lights to upgrade lighting on US 98 from State HWY 104 to Parker Road from Gresco

Project Location: US 98 from HWY 104 to Parker Road

Presented to City Council: 5/24/2021

Resolution # :
Approved _____

Funding Request Sponsor: Jeremy Morgan, Assistant Electric Superintendent
Sherry Sullivan, Mayor

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 49,000.00

\$ -

Vendor: GRESKO

Project Engineer: n/a

Order Date: n/a

Lead Time: 4-6 Weeks

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: 003-50365
G/L Acct Name: Maintenance-Plant

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

Project Budgeted: \$ 50,000.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ (1,000.00)

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

Comments:

[Empty box for comments]

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 5/11/2021

Purchasing Memo Date: 5/11/2021

Delivered To Date: 5/15/2021

Request Approved Date: 5/15/2021

Request Approved Date: 5/15/2021

Approved Date: _____

Signatures: Aislinn Stone
Aislinn Stone

Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

Sherry Sullivan
Mayor

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

Date: May 11, 2021

Re: **Greensheet and Council approval of request by the Electric Dept for the procurement of budgeted LED lights to upgrade lighting on US 98 (Greeno Rd) from ST HWY 104 to Parker Road**

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

The Electric Department is requesting approval to purchase **40 LED** street-lights to improve lighting along Greeno Road (US98) from State HWY 104 to Parker Road. This request for lights has a lead time before delivery, of **4-6 weeks**. The request for quotes was sent to multiple vendors (see attached quotes), and **the lowest pricing is from GRESCO for \$1,225.00 per light**. The **estimated price** for Forty (40) lights is **FORTY-NINE THOUSAND Dollars (\$49,000.00)**.

Lisa A. Hanks, MMC
City Clerk

The electrical materials are exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7), which states:

Kimberly Creech
Treasurer

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 place on the next available City Council Agenda this request for 40 LED lights for installation along Greeno Rd in the total estimated amount of \$49,000.00 from GRESCO.

.1 North Section Street
PO Drawer 429
Fairhope, Alabama
36533

Cc: file, Jeremy Morgan, Mayor Sullivan, Clint Steadham

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

Clint,

These will be \$1225.00ea. Lead time is 4-6 weeks.

Thanks!

Jay Money
GRESKO
Celebrating **60** years

jay.money@gresko.com

Tel: 334-673-9307

Fax: 334-673-9207

Cell: 334-268-1352

Quotation



STUART C IRBY BR113 PENSACOLA
 5208 SYCAMORE DRIVE
 PENSACOLA FL 32503-2266
 850-476-5580 Fax 850-478-3926

| | |
|---|---------------|
| QUOTE DATE | ORDER NUMBER |
| 04/12/21 | S012385716 |
| REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384 | PAGE NO. 1 |

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

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

ORDERED BY: JEREMY

| CUSTOMER NUMBER | CUSTOMER ORDER NUMBER | JOB/RELEASE NUMBER | OUTSIDE SALESPERSON | | |
|--------------------|-----------------------|--------------------|--|------------|---------|
| 39417 | | | Tressa A Sinclair | | |
| INSIDE SALESPERSON | REQD DATE | FRGHT ALLWD | SHIP VIA | | |
| Sarah A Dunn | 04/12/21 | Yes | | | |
| ORDER QTY | SHIP QTY | LINE | DESCRIPTION | Prc/Uom | Ext.Amt |
| 1EA | | 1 | CPLI GAN-SA8C-740-U-T2R-GN-U116390 **Special Order Product** DELIVERY: 4-6 WEEKS | 1262.880EA | 1262.88 |

*** This is a quotation ***

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

OUR PRODUCT AND SERVICES ARE SUBJECT TO, AND GOVERNED EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE INCORPORATED HEREIN AND AVAILABLE AT www.irby.com/terms. ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID AND OF NO FORCE OR EFFECT.

| | |
|--------------|----------------|
| Subtotal | 1262.88 |
| S&H CHGS | 0.00 |
| Sales Tax | 0.00 |
| TOTAL | 1262.88 |

** Reprint ** Reprint ** Reprint **

From: Clint Steadham [<mailto:Clint.Steadham@fairhopeal.gov>]

Sent: Friday, April 9, 2021 8:25 AM

To: Emily Munn <emily.munn@anixter.com>; Jay Money <Jay.Money@gresco.com>; Jeremy Brosnaham <jeremy.brosnaham@anixter.com>; mwhitt@sppreps.com; Nancy Avery (nancy.avery@anixter.com) <nancy.avery@anixter.com>; Nick Coon <ncoon@tsup.com>; Quincy Wells <quincy.wells@gresco.com>; Ruben Burgos <r.burgos@capeelectric.com>; Sarah Dunn (dunn@irby.com) <dunn@irby.com>; Sinclair, Tressa <sinclair@irby.com>

Cc: Jeremy Morgan <Jeremy.Morgan@fairhopeal.gov>; Maurice Morrisette <Maurice.Morrisette@fairhopeal.gov>

Subject: PLEASE QUOTE COOPER LIGHTING PRICE AND DELIVERY

Clint,

Unfortunately this will have to be a no quote from me.

Thank you.

On Fri, Apr 9, 2021 at 8:24 AM Clint Steadham <Clint.Steadham@fairhopeal.gov> wrote:

GAN-SA8C-740-U-T2R-GN-U116390

Galleon LED 445W, 120-277V, Type II Roadway, Hartford Green

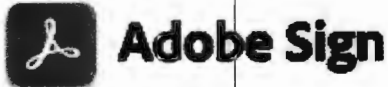
--

Ruben Burgos
Cape Electrical Supply
Inside Sales
Office: (256) 353-0803
Mobile: (256) 616-7740

Dee Dee Brandt

From: Adobe Sign <adobesign@adobesign.com>
Sent: Monday, April 26, 2021 8:30 AM
To: Dee Dee Brandt
Subject: Jeremy Morgan has signed Project Request Form - Greeno LED's REV
Attachments: Project Request Form - Greeno LED's REV - unsigned.pdf

SENT FROM AN EXTERNAL ADDRESS



PURCHASING DEPARTMENT REQUEST FORM

Requester: Jeremy Morgan Request Type: Electric
Request Name: Greeno Road LED Lighting Project

Request Category: New Bid Professional Service Other
Budget Amount: \$50,000.00 Request Code: 90365

BID LINK ONLY

Requester: John Smith Project Location: _____
Request Name: _____ Request Status: _____
Requesting: No / Yes Yes Mandatory Non-Mandatory
Request of the Purchasing Dept: Central Local Fed
Request Approved: Approved Not Approved By: _____
Requester: John Smith Request Code: _____
Requester: John Smith Requester Signature: John Smith Requester Title: _____
Requester: John Smith Requester Title: _____
Requester: John Smith Requester Title: _____
Requester: John Smith Requester Title: _____

FOR ALL COUNTY PURCHASING ONLY

Requester: _____ Requester Title: _____
Requester: _____ Requester Title: _____

SIGNATURES

Requester: _____ Requester Title: _____
Requester: _____ Requester Title: _____

Project Request Form - Greeno LED's REV has been signed by Jeremy Morgan (jeremy.morgan@fairhopeal.gov). It has now been sent to kim.creech@fairhopeal.gov to sign. You will be notified as each participant completes their part.

Why use Adobe Sign:

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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 has voted to procure one (1) Trane Odyssey Split System Air Conditioning Unit for the James P. Nix Center; and the equipment is available for direct procurement through the CO-OP Contract through US Communities #USC 15-JLP-023 and other vendors for installation. The total unbudgeted not-to-exceed cost is \$12,500.00.

Adopted on this 24th day of May, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 5/18/2021

Please return this Routing Sheet to Treasurer by: ASAP

FAH

Project Name: Procurement of 15 Ton Unitary Split System for the Nix Center

Project Location: Nix Center

Presented to City Council: 5/24/2021

Funding Request Sponsor: Paige Crawford, Director of Community Affairs
Kimberly Ryland, Nix Center

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 12,500.00 Not to exceed (See notes for details)

Vendor: Trane and other vendors

Project Engineer: n/a

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

Department Funding This Project

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

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Polica-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 _____
Unfunded XXX

Expense Code: 001300-50475
G/L Acct Name: Capital Improvements

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

Project Budgeted: \$ 3,000.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ 9,500.00

Comments:

Estimated cost: Trane Unit - \$9,000.00; Crane rental - 2,000.00; Misc supplies - \$1,000.00;
Refrigerant - \$500.00

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 5/18/2021

Purchasing Memo Date: 5/18/2021

Delivered To Date: 5/18/2021

Request Approved Date: 5/18/2021

Request Approved Date: 5/18/2021

Approved Date: _____

Signatures: Aislinn Stone
Aislinn Stone

Jim Creech
Jim Creech

Sherry Sullivan
Mayor Sherry Sullivan

Kimberly Creech

From: Lance Cabaniss
Sent: Tuesday, May 18, 2021 3:29 PM
To: Kimberly Creech
Cc: Kim Ryland
Subject: Nix ac unit

Ok we know the price of the unit let's call round it up.

Unit 9000

Crane 2000

Txv valves and installation supplies and parts 800

Refrigerant 500

So we could present it as will not exceed \$12500. I know we will come in quiet a bit lower. Will that work for you all until I get hard prices. Trane is engineering specs for txv valves. Crane could be here 2 hrs or 4 hrs just depends on how it goes.

Thanks. Will forward quotes on valves, dryers and refrigerant as soon as I get it back from Trane support.

LC



TRANE

Proposal

(Valid for 30 days from Proposal date)

*PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc. dba Trane
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED
© 2021 Trane Technologies All rights reserved*

Prepared For:
Lance Cabaniss

Date: May 13, 2021

Proposal Number: J5-68290-2

Job Name:
City of Fairhope Nix center
801 North Greeno Road
FAIRHOPE, AL 36532

Cooperative Quote #: 18-362255-51-001
Cooperative Contract #: USC 15-JLP-023

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:
Net 30 Days

Trane U.S. Inc. dba Trane is pleased to provide the following proposal for your review and approval.

Tag Data - Odyssey Split System Outdoor Unit (Qty: 1)

| Item | Tag(s) | Qty | Description | Model Number |
|------|--------|-----|---|---|
| A1 | No Tag | 1 | 15 Ton Unitary Split Systems Outdoor | TTA18043CAA--AS00000000000000000000 0000 |

Product Data - Odyssey Split System Outdoor Unit

Item: A1 Qty: 1

- Cooling (TTA)
- 15 Tons
- R-410A Refrigerant
- 208-230/60/3
- Manifold Compressors / Single Circuit
- Symbio (Cooling)
- Condenser Coil Hail/Vandal Guard Kit (Fld)
- Service Valve accessory kit (Fld)
- 2nd-5th Yr Parts less compressor
- 1st Year Labor Warranty Whole Unit
- 2-5th year labor warranty

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane U.S. Inc. dba Trane.

- 1. Acceptance.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.
- 2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
- 3. Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.
- 4. Pricing and Taxes.** Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at Company's factory not later than 3 months from order acceptance. If such release is received later than 3 months from order acceptance date, prices will be increased a straight 1% (not compounded) for each 1 month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after the date of order acceptance, the prices are subject to renegotiation or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.
- 5. Delivery and Delays.** Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.
- 6. Performance.** Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal, and in submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement, and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.
- 7. Force Majeure.** Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tomado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.
- 8. Limited Warranty.** Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company. Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **COMPANY MAKES NO REPRESENTATION OR WARRANTY, OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF**

the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

19. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

20. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

21. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

22. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

23. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (0720)
Supersedes 1-26.130-4 (0620)

PARKING AUTHORITY

NOMINEE (S)

3 -Year Term

APPOINTMENTS_____.

Morgan Slay

REAPPOINTMENTS_____.

The term shall end May 2024



Received 5/13/2021
ZAH

CITY OF FAIRHOPE

APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMITTEE

City Council seeks to have diversity in making appointment to boards and committees. It is the policy of the City Council to make appointments based on the needs of the City as well as the interests and qualifications of each applicant. In accordance with the Code of Alabama, all applicants must be qualified electors and taxpayers in the City, excluding the Planning Commission. All applications filed with the City Clerk will be public record.

Please return this application to the Fairhope City Clerk at City Hall, 161 North Section Street, Fairhope, Alabama 36532 or mail to City of Fairhope, Attention Fairhope City Clerk, P. O. Drawer 429, Fairhope, Alabama 36533.

PLEASE PRINT CLEARLY

Last Name: SLAY First Name: MORGAN

Phone Number: 251-928-3775 Cell: 251-463-6050 Email: MORGAN.SLAY@GMAIL.COM

Home Address: 23 QUAIL LOOP

City: FAIRHOPE State: AL Zip: 36532

Business Address: 25 SOUTH SECTION ST. SUITE C

City: FAIRHOPE State: AL Zip: 36532

Name of Board or Committee: PARKING AUTHORITY

EDUCATIONAL BACKGROUND: BACHELORS DEGREE - FINANCE
UNIVERSITY OF ALABAMA

PROFESSIONAL LICENSES AND/OR ASSOCIATIONS: N/A

PROFESSIONAL EXPERIENCE: BUSINESS OWNER IN DOWNTOWN FAIRHOPE
FOR 20+ YEARS

CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS: VOLUNTEER WITH FAIRHOPE YOUTH
BASEBALL, FAIRHOPE YOUTH BASKETBALL

HOW WILL YOUR QUALIFICATIONS BEST SERVE THE NEEDS OF THE COMMUNITY? AS A BUSINESS
OWNER IN DOWNTOWN FAIRHOPE FOR OVER 20 YEARS I AM FAMILIAR WITH
THE DOWNTOWN BUSINESS DISTRICT AND EAGER TO SERVE MY COMMUNITY.

Signature: _____ Date: _____

You may attach a resume with this application.

5-13-2021