

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

MONDAY, 28 JUNE 2021 – 4:30 P.M. – COUNCIL CHAMBER

1. Restore Act Sewer Project Updates – Andy Bobe
2. Discussion of Proposed Grant for improvements to the 40-Acre Colony Property – Pat White and Bob Keyser
3. Discussion of Plans for American Rescue Plan Funds – Kim Creech and Jason Langley
4. Discussion of Interlocal Agreement between Emerald Coast Utilities Authority and City of Fairhope – Dale Linder and Richard Johnson
5. Committee Updates
6. Department Head Updates

**City Council Agenda Meeting - 5:30 p.m.
on Monday, June 28, 2021 – Council Chambers**

Next Regular Meeting – Thursday, July 8, 2021 - Same Time and Place

Proposed

**INTERLOCAL AGREEMENT BETWEEN GOVERNMENTAL ENTITIES IN
FLORIDA AND ALABAMA FOR THE ACCEPTANCE AND PROCESSING
OF SOURCE SEPARATED RECYCLABLES**

This Interlocal Agreement for the Acceptance and Processing of Source Separated Recyclables (hereinafter “Agreement”) is made and entered into as of this XXth day of, 2021, by and between the Emerald Coast Utilities Authority, a local governmental body, corporate and politic, which was formed by the Florida Legislature as an independent special district (hereinafter “ECUA”) with administrative offices located at 9255 Sturdevant Street, Pensacola, Florida 32514, and the City of Fairhope, a political subdivision of the State of Alabama (hereinafter “City”), with administrative offices located at 555 South Section Street, Fairhope, Alabama 36532 (each at times also being referred to as a “Party” or collectively as “Parties”).

WITNESSETH:

WHEREAS ECUA is authorized by Section 163.01, Florida Statutes, to enter into Interlocal Agreements with polities in another State on a basis of mutual benefit and advantage, and thereby cooperatively utilize their powers and resources in the most efficient manner possible;

WHEREAS The City of Fairhope, AL is authorized by Sections 11-102-1 and 11-89A-15, Code of Alabama, to enter into Interlocal Agreements with local governmental entities in another State which it believes to be mutually beneficial to both public entities;

WHEREAS Source Separated Recyclables are collected in the City of Fairhope, AL through a curbside recycling collection program operated by the the City of Fairhope, AL;

WHEREAS the Source Separated Recyclables collected pursuant to this curbside recycling collection program must be processed and sorted into separate commodities so as to facilitate their resale so that the Recyclable Materials may be recycled and put to beneficial use;

WHEREAS ECUA has a Materials Recovery Facility (MRF) which is capable of processing Source Separated Recyclables;

WHEREAS the City of Fairhope, AL would like to deliver all of the Source Separated Recyclables collected in its curbside recycling program to the ECUA MRF so that the Source Separated Recyclables may be processed, segregated into recyclable commodities, and put to beneficial use;

WHEREAS the Parties desire to clarify the terms and conditions under which the City of Fairhope, AL may deliver and the ECUA MRF may accept Source Separated Recyclables collected by the City of Fairhope, AL.

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Recitals. The recitals contained in the preamble to this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Definitions. As used in this Agreement the following terms shall have the following meanings:

2.1 *Applicable Law* -- shall mean all applicable federal, state and local statutes, codes, ordinances and standards and all applicable rules, regulations, licenses, permits, registrations, approvals, decisions, authorizations, judgments, orders, writs, decrees, directives or other action adopted, issued or taken by a governmental authority.

2.2 *Construction and Demolition Waste or C&D Waste* -- shall mean waste building materials, packaging and rubble resulting from construction, remodeling, repair, or demolition operations on houses, commercial buildings, and other structures, or as otherwise defined from time to time. Such wastes include, but are not limited to, concrete and paving debris, masonry materials, sheet rock, roofing waste, insulation (not including asbestos or asbestos containing materials), scrap metal, wood products, and other similar materials (not including asbestos or asbestos containing materials).

2.3 *ECUA MRF* -- shall refer to the Municipal Recycling Facility designed and constructed by ECUA which is located at the Perdido Landfill at 13009 Beulah Road, Cantonment, Florida 32533.

2.4 *Effective Date* -- shall mean, 2021, and the first day on or after that date on which the City collects Source Separated Recyclables and the ECUA MRF is operating shall be the date the ECUA MRF begins accepting Source Separated Recyclables delivered to it from the City.

2.5 *Garbage* -- shall mean any putrescible animal and/or vegetative waste resulting from the handling, preparation, cooking and consumption of food, including, but not limited to, waste from markets, storage facilities, handling and sale of produce and other food products and further includes the packaging materials and containers, but excepting such materials that may be serviced by garbage grinders and handled as household sewage.

2.6 *Hazardous Waste* -- shall mean (a) any waste which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as may be amended from time to time, including: (i) the Resource Conservation and Recovery Act of 1976 (“RCRA”) and the regulations contained in 40 CFR Parts 260-281, (ii) the Toxic Substances Control Act (15 U.S.C. Sections 2601 *et seq.*) and the regulations contained in 40 CFR Parts 761-766, and (iii) future additional or substitute federal, state or local laws pertaining to the identification, treatment, storage, or disposal of toxic substances, or hazardous wastes; (b) radioactive materials, which are source, special nuclear, or by-product materials, as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 *et seq.*) and the regulations contained in 10 CFR Part 40; (c) a chemical listed by the United States Environmental Protection Agency in accordance with Section 302(a) or Section 313(c) of the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. § § 11002(a), 110239(c) (Supp. 1993), in each case as the same may be amended, replaced, or superseded; (d) a material or substance which may endanger health or safety, including any material or substance or combination of materials or substances which are explosive, volatile, radioactive, toxic, corrosive, flammable, reactive, an irritant or a strong sensitizer, or which generate pressure through decomposition, heat or other means if such materials or substances may cause injury, illness or harm to humans, domestic animals,

livestock or wildlife; (e) a material falling within the definition of Fla. Stat. § 403.703(13); or (f) a material or substance that is treated as a hazardous or toxic waste, substance, or material by any Applicable Law or is otherwise prohibited from being deposited in a municipal solid waste processing facility under Applicable Law. Household Hazardous Waste contained in SSR shall not be considered Hazardous Waste for purposes of this Agreement and shall be accepted at the Facility if such acceptance is in compliance with the requirements of RCRA and the requirements of the MRF. With regard to materials or substances which are not Hazardous Waste as of the Effective Date, if any Applicable Law is subsequently enacted or amended or any governmental authority thereafter determines that such material or substance is a hazardous or toxic waste, substance or material, then such material or substance shall be considered Hazardous Waste for the purposes of this Agreement from and after the effective date of such enactment or amendment of Applicable Law or governmental authority determination.

2.7 *Municipal Solid Waste or MSW* -- shall mean Garbage, household waste, and commercial solid waste; provided that for the purposes of this Agreement, Municipal Solid Waste shall not include Source Separated Recyclables, C&D Waste, Hazardous Waste, Special Handling Waste, Unacceptable Waste, or scrap tires.

2.8 *Perdido Landfill* -- shall mean the landfill currently operated by Escambia County, Florida which is located at 13009 Beulah Road, Cantonment, Florida 32533.

2.9 *Prohibited Materials* -- shall mean Municipal Solid Waste, C&D Waste, Hazardous Waste, Special Handling Waste, Unacceptable Waste, Yard Waste, scrap tires and any other solid waste or material of any kind that the ECUA MRF is prohibited from accepting pursuant to agreement, Applicable Law, or operational constraints.

2.10 *Recyclables or Recyclable Materials* -- shall mean various recyclable products and packaging designated by ECUA to be accepted at the MRF for processing, including various types of paper (including but not limited to newspaper, junk mail, magazines, office paper, cardboard and paperboard packaging), containers (including but not limited to glass bottles and jars, aluminum and steel cans, and #1 - #7 plastics), and

mixed ferrous and non-ferrous metals. The terms Recyclables and Recyclable Materials shall not include Municipal Solid Waste, Construction and Demolition Waste, Hazardous Waste, Special Handling Waste, Unacceptable Waste, styrofoam, or scrap tires. The list of Recyclables may be expanded or contracted from time to time as determined by ECUA and the operator of the ECUA MRF, if any.

2.11 *Rejects* -- shall refer to materials collected along with the Recyclable Materials that are not designated by ECUA to be accepted at the MRF for processing.

2.12 *Residue* -- shall refer to Rejects and Recyclable Materials that are accepted by the operator of the ECUA MRF, processed at the MRF, and not converted to Recovered Materials due to breakage and/or transportation or processing limitations or inefficiencies.

2.13 *Shutdown* -- shall refer to those times in which the operator of the ECUA MRF is unable to receive Source Separated Recyclables for any reason except Force Majeure.

2.14 *Source Separated Recyclables or SSR* -- shall refer to Recyclables which (a) have been diverted or removed from the Municipal Solid Waste prior to collection, (b) are not C&D Waste, Hazardous Waste, Special Handling Waste, Yard Waste, Unacceptable Waste or scrap tires, (c) are not Municipal Solid Waste, and (d) the ECUA MRF is not prohibited from accepting and/or Processing under Applicable Law. The Parties acknowledge, however, that incidental amounts of Rejects may be collected and delivered with Source Separated Recyclables as a normal part of a recycling collection program.

2.15 *Special Handling Waste* -- shall mean any waste or other material that requires the delivery and disposal to be supervised by a government authority, including confiscated drugs and records of a police department or similar governmental authority.

2.16 This paragraph is intentionally left blank.

2.17 *Unacceptable Waste* -- shall mean (a) Hazardous Waste, explosives and ordinance materials, pathological wastes, radioactive materials, lead acid batteries, sewage sludge, highly flammable substances, cesspool or other human wastes, human and

animal remains, motor vehicles, farm or other large machinery, construction materials and demolition debris and hazardous refuse addressed by regulations adopted by the United States Environmental Protection Agency (“EPA”) pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or other federal or state statutes, such as, but not limited to, cleaning fluids, hazardous paints, acids, caustics, poisons, radioactive materials, fine powdery earth used to filter cleaning fluid; (b) unless consented to by ECUA, any item of waste exceeding six feet in any one of its dimensions or being in whole or in part a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion; (c) all large household appliances, commonly referred to as “white goods” including refrigerators, stoves, washing machines, drying machines and water heaters; (d) any controlled substances regulated under the Controlled Substances Act, 21 USA 801 *et seq.*, or any equivalent state law; (e) small appliances containing chlorofluorocarbons (CFCs) including air conditioners, water coolers, and dehumidifiers; (f) cathode ray tubes; and (g) all other items of waste which pose a substantial threat to health or safety or the acceptance and disposal of which will cause substantial damage to, or adversely affect the continuous operation of the MRF or be in violation of any Applicable Law. Any substance or material which is determined by the EPA or any other Governmental authority subsequent to the Effective Date hereof to be hazardous, toxic, dangerous, harmful, or otherwise designated as a “waste ban,” shall, at the time of such determination, be considered Unacceptable Waste.

2.18 *Yard Waste* -- shall refer to vegetative matter resulting from landscaping maintenance and land clearing operations and includes associated rocks and soils.

3. Term. The initial term of this Agreement shall begin on the Effective Date, as defined in paragraph 2.4, above, and end on September 30, 2023. Provided, however, that the Parties may extend the term of this Agreement upon mutual written agreement.

4. Delivery and Acceptance of Source Separated Recyclables.

a. *Delivery of Source Separated Recyclables to ECUA.* Beginning on the Effective Date and throughout the term of this Agreement, the City will deliver, to the ECUA MRF, all SSR collected within the City of Fairhope, AL.¹

b. *Right to Reject Loads Containing Excess Rejects.* In the event that SSR delivered to the ECUA MRF contains Rejects in excess of twenty-five percent (25%) by weight, the entire load may be rejected by the operator of the ECUA MRF. In the event that such a rejection occurs, the City shall be liable for a processing fee of \$250 per load plus the disposal costs attributable to that entire rejected load at the Perdido Landfill, at the rates established by Escambia County which are then in effect.² Moreover, in the event that the City's SSR has excess Reject contamination on three separate loads within a thirty (30) day calendar period, the ECUA Executive Director or his designee, in his sole discretion, may terminate this Agreement and disqualify the City from further deliveries.

c. *Charges to City.* The City shall be charged monthly for each ton of SSR processed at the ECUA MRF, in accordance with paragraph 6 of this Agreement, below.

5. Disposal of Residue. The Parties acknowledge and understand that each load of SSR may contain Garbage, Unacceptable Waste, or other Rejects which cannot be recycled and put to beneficial use (collectively hereafter referred to as Residue). Because the SSR received from the City of Pensacola will likely be commingled with SSR generated from other jurisdictions, the Parties acknowledge and understand that it is impossible to therefore segregate the Residue by each entity. Accordingly, all such Residue shall be disposed of at the Perdido Landfill at no charge to the City.

¹The ECUA MRF shall only be obligated to receive SSR at those times and on those days in which the ECUA MRF is operating, receiving SSR, and not Shutdown.

²In the event some or all of the load cannot be lawfully disposed of at the Perdido Landfill, City shall be liable for all disposal costs associated with the disposal selected by the operator of the ECUA MRF.

6. Compensation/Charges for Delivered Recyclables. The Parties agree that the City shall be charged for the SSR processed at the ECUA MRF at a flat rate of \$15 per ton based upon weights measured at the scale house operated by Escambia County at the Perdido Landfill.

7. Billing. ECUA shall send a bill to the City within fifteen (15) days of the end of each month of the calendar year which reflects all charges due to the City pursuant to paragraph 6, above. All charges shall be paid by the respective City within forty-five (45) days of the end of each month of the calendar year.

8. Compliance with Law and Procedures. ECUA and the City shall perform their respective obligations under this Agreement in compliance with all Applicable Law. The City shall transport and handle SSR in its control in a safe and workmanlike manner and in full compliance with Applicable Law. ECUA shall further endeavor to maintain throughout the term of this Agreement, all permits, licenses, certificates, and approvals required by Applicable Law for the operation of the ECUA MRF.

9. Staffing at the ECUA MRF. The Parties understand that the ECUA MRF may be operated by either a third party selected by ECUA or by ECUA staff, in ECUA's sole discretion.

10. Title to Source Separated Recyclables. Upon acceptance of a load of SSR (as opposed to a rejection in accordance with paragraph 4.b, above), title to the SSR shall vest with the operator of the ECUA MRF.

11. City's Obligation to Require the Source Separation of Recyclables; Delivery of said SSR; and Tonnage Limit.

a. *Collection and Delivery Requirements.* The City presently provides for the collection of residential solid waste within its jurisdiction and offers curbside collection of Source Separated Recyclables. The City agrees to keep the curbside collection of Source Separated Recyclables in place throughout the term of this Agreement and any extensions thereof. Additionally, the City will haul all SSR that is collected to the ECUA MRF. It is thus the Parties' intent that all SSR controlled and collected by the City will be delivered to the ECUA MRF. However, if prior to delivery to the ECUA MRF the City reasonably identifies one or more loads of SSR to contain excess

contamination, as defined in paragraph 4.b, above, the City shall not be in breach of this Agreement by delivering such contaminated load/s directly to the Perdido Landfill for disposal. Should the City exercise this option, it shall endeavor to educate the public and take such actions it deems necessary or appropriate to improve the quality of its SSR.

b. *Tonnage Limit.* The Parties anticipate approximately 1200 tons of SSR are generated and collected within the jurisdiction of the City per year. Despite the requirements in paragraphs 4.a and 11.a above that all SSR be delivered to ECUA, the City is limited to delivering 1500 tons of SSR per year, absent subsequent written agreement between the Parties pursuant to the notice provisions set forth in paragraph 13, below.

12. Events of Default. A Party shall be in default of this Agreement only upon the expiration of thirty (30) days (ten (10) days in the event of failure to pay money) from receipt of written notice of default from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to the expiration of said thirty (30) days (ten (10) days in the event of failure to pay money), has rectified the particulars specified in said notice of default; provided, however, that such Party shall not be deemed to be in default if such failure (except a failure to pay money) cannot be rectified within said thirty (30) day period and such Party is using good faith and commercially reasonable and diligent efforts to rectify the particulars specified in the notice of default.

13. Notices. All notices called for under this Agreement, other than those called for under paragraph 4.b, above, shall be made in writing and delivered by hand, certified mail with return receipt, or overnight courier, as follows:

To City:

Dale Linder, Public Works
City of Fairhope
P. O. Drawer 429
Fairhope, AL 36533
E-mail: dale.linder@fairhopeal.gov
Telephone: 251-928-8003

To ECUA:

Randy Rudd
Deputy Executive Director of Shared Services
Emerald Coast Utilities Authority
9255 Sturdevant Street
Pensacola, Florida 32514

14. Force Majeure. In the event that performance by the Parties of any of its obligations under this Agreement shall be interrupted, delayed, or prevented by any occurrence not occasioned by the conduct of such Party, whether such occurrence be an act of God or any other occurrence whatsoever beyond the reasonable control of such Party, including a change in environmental law or regulation rendering performance impractical or impossible, then such Party shall be excused from such performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof, or until such performance is no longer impractical or impossible.

15. Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party shall give written notice of the alleged violation of Chapter 119 and seven (7) calendar days to cure the alleged violation. If the alleged violation has not been cured at the end of that time period, then the party giving such notice may terminate this Agreement for cause. ECUA further agrees to:

a. Keep and maintain public records required by the City to perform services under this Agreement.

b. Upon request from the City custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law during the term of this Agreement and following completion of the Agreement if ECUA does not transfer the records to the City.

d. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of ECUA or keep and maintain public records required by the City to perform the services under this Agreement. If ECUA transfers all public records to the City upon completion of the Agreement, ECUA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ECUA keeps and maintains public records upon completion of the Agreement, ECUA shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF ECUA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO ECUA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: PUBLICRECORDS@ECUA.FL.GOV.

16. Assignment. This Agreement or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by any Party, without the prior written consent of all other Parties.

17. Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter which is the subject of this Agreement shall lie in Escambia County, Florida.

19. **Dispute Resolution.** The Parties agree that in the event of any dispute or claim relating to, arising out of, or interpreting this Agreement arises, all such disputes or claims shall be fully, finally, and exclusively decided by a State court of competent jurisdiction sitting in Escambia County, Florida. Additionally, the Parties knowingly and willingly hereby waive their respective rights to have any such disputes or claims decided by a jury; instead, their sole relief shall be via a bench trial in which the judge alone sits as the finder of fact.

20. **Interpretation.** For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

a. If any Party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Party shall immediately notify all other Parties and request clarification of this Agreement.

b. This Agreement shall not be more strictly construed against any party hereto by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions hereof.

21. **Severability.** The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if it did not contain such invalid or unenforceable portion or provision.

22. **Further Documents.** The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

23. No Waiver. The failure of a Party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right to thereafter enforce the same in accordance with this Agreement.

24. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

IN WITNESS WHEREOF, the Parties have executed this Agreement, by and through their duly undersigned and authorized representatives, as of the date and year first written above.

City of Fairhope, Alabama, a political subdivision of the State of Alabama acting by and through its duly authorized City Council.

By: _____
Sherry Sullivan, Mayor

ATTEST:

By: _____
Lisa A. Hanks, MMC
City Clerk

**EMERALD COAST UTILITIES
AUTHORITY**, a local governmental body,
corporate and politic, acting by and through its
duly authorized Board.

By: _____
Lois Benson, Chairman

ATTEST:

By: _____
Secretary

INTERLOCAL AGREEMENT BETWEEN GOVERNMENTAL ENTITIES IN FLORIDA AND ALABAMA FOR THE ACCEPTANCE AND PROCESSING OF SOURCE SEPARATED RECYCLABLES

This Interlocal Agreement for the Acceptance and Processing of Source Separated Recyclables (hereinafter "Agreement") is made and entered into as of this 26th day of August, 2019, by and between the Emerald Coast Utilities Authority, a local governmental body, corporate and politic, which was formed by the Florida Legislature as an independent special district (hereinafter "ECUA") with administrative offices located at 9255 Sturdevant Street, Pensacola, Florida 32514, and City of Fairhope, Alabama, a political subdivision of the State of Alabama (hereinafter "City"), with administrative offices located at 555 South Section St, Fairhope, Alabama, 36532 (each at times also being referred to as a "Party" or collectively as "Parties").

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2.4 *Effective Date* -- shall mean XXXXXX, 2019, and the first day on or after that date on which the City collects Source Separated Recyclables and the ECUA MRF is operating shall be the date the ECUA MRF begins accepting Source Separated Recyclables delivered to it from the City.

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compliance with the requirements of RCRA and the requirements of the MRF. With regard to materials or substances which are not Hazardous Waste as of the Effective Date, if any Applicable Law is subsequently enacted or amended or any governmental authority thereafter determines that such material or substance is a hazardous or toxic waste, substance or material, then such material or substance shall be considered Hazardous Waste for the purposes of this Agreement from and after the effective date of such enactment or amendment of Applicable Law or governmental authority determination.

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2.8 *Perdido Landfill* -- shall mean the landfill currently operated by Escambia County, Florida which is located at 13009 Beulah Road, Cantonment, Florida 32533.

2.9 *Prohibited Materials* -- shall mean Municipal Solid Waste, C&D Waste, Hazardous Waste, Special Handling Waste, Unacceptable Waste, Yard Waste, scrap tires and any other solid waste or material of any kind that the ECUA MRF is prohibited from accepting pursuant to agreement, Applicable Law, or operational constraints.

2.10 *Recyclables or Recyclable Materials* -- shall mean various recyclable products and packaging designated by ECUA to be accepted at the MRF for processing, including various types of paper (including but not limited to newspaper, junk mail, magazines, office paper, cardboard and paperboard packaging), containers (including but not limited to glass bottles and jars, aluminum and steel cans, and #1 - #7 plastics), and mixed ferrous and non-ferrous metals. The terms Recyclables and Recyclable Materials shall not include Municipal Solid Waste, Construction and Demolition Waste, Hazardous Waste, Special Handling Waste, Unacceptable Waste, styrofoam, or scrap tires. The list of Recyclables may be expanded or contracted from time to time as determined by ECUA and the operator of the ECUA MRF, if any.

2.11 *Rejects* -- shall refer to materials collected along with the Recyclable Materials that are not designated by ECUA to be accepted at the MRF for processing.

2.12 *Residue* -- shall refer to Rejects and Recyclable Materials that are accepted by the operator of the ECUA MRF, processed at the MRF, and not converted to Recovered Materials due to breakage and/or transportation or processing limitations or inefficiencies.

2.13 *Shutdown* -- shall refer to those times in which the operator of the ECUA MRF is unable to receive Source Separated Recyclables for any reason except Force Majeure.

2.14 *Source Separated Recyclables or SSR* -- shall refer to Recyclables which (a) have been diverted or removed from the Municipal Solid Waste prior to collection, (b) are not C&D Waste, Hazardous Waste, Special Handling Waste, Yard Waste, Unacceptable Waste or scrap tires, (c) are not Municipal Solid Waste, and (d) the ECUA MRF is not prohibited from accepting and/or Processing under Applicable Law. The Parties acknowledge, however, that incidental amounts of Rejects may be collected and delivered with Source Separated Recyclables as a normal part of a recycling collection program.

2.15 *Special Handling Waste* -- shall mean any waste or other material that requires the delivery and disposal to be supervised by a government authority, including confiscated drugs and records of a police department or similar governmental authority.

2.16 This paragraph is intentionally left blank.

2.17 *Unacceptable Waste* -- shall mean (a) Hazardous Waste, explosives and ordinance materials, pathological wastes, radioactive materials, lead acid batteries, sewage sludge, highly flammable substances, cesspool or other human wastes, human and animal remains, motor vehicles, farm or other large machinery, construction materials and demolition debris and hazardous refuse addressed by regulations adopted by the United States Environmental Protection Agency ("EPA") pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or other federal or state statutes, such as, but not limited to, cleaning fluids, hazardous paints, acids, caustics, poisons, radioactive materials, fine powdery earth used to filter cleaning fluid; (b) unless consented to by ECUA, any item of waste exceeding six feet in any one of its dimensions or being in whole or in part a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion; (c) all large household appliances, commonly referred to as "white goods" including refrigerators, stoves, washing machines, drying machines and water heaters; (d) any controlled substances regulated under the Controlled Substances Act, 21 USA 801 *et seq.*, or any equivalent state law; (e) small appliances containing chlorofluorocarbons (CFCs) including air conditioners, water coolers, and dehumidifiers; (f) cathode ray tubes; and (g) all other items of waste which pose a substantial threat to health or safety or the acceptance and disposal of which will cause substantial damage to, or adversely affect the continuous operation of the MRF or be in violation of any Applicable Law. Any substance or material which is determined by the EPA or any other Governmental authority subsequent to the Effective Date hereof to be hazardous, toxic, dangerous, harmful, or otherwise designated as a "waste ban," shall, at the time of such determination, be considered Unacceptable Waste.

2.18 *Yard Waste* -- shall refer to vegetative matter resulting from landscaping maintenance and land clearing operations and includes associated rocks and soils.

3. Term. The initial term of this Agreement shall begin on the Effective Date, as defined in paragraph 2.4, above, and end on September 30, 2021. Provided, however, that the Parties may extend the term of this Agreement upon mutual written agreement.

4. Delivery and Acceptance of Source Separated Recyclables.

a. *Delivery of Source Separated Recyclables to ECUA*. Beginning on the Effective Date and throughout the term of this Agreement, the City will deliver, to the ECUA MRF, all SSR collected within the City of Fairhope, Alabama.¹

b. *Right to Reject Loads Containing Excess Rejects*. In the event that SSR delivered to the ECUA MRF contains Rejects in excess of twenty-five percent (25%) by weight, the entire load may be rejected by the operator of the ECUA MRF. In the event that such a rejection occurs, the City shall be liable for a processing fee of \$250 per load plus the disposal costs attributable to that entire rejected load at the Perdido Landfill, at the rates established by Escambia County which are then in effect.² Moreover, in the event that the City's SSR has excess

¹The ECUA MRF shall only be obligated to receive SSR at those times and on those days in which the ECUA MRF is operating, receiving SSR, and not Shutdown.

²In the event some or all of the load cannot be lawfully disposed of at the Perdido

Reject contamination on three separate loads within a thirty (30) day calendar period, the ECUA Executive Director or his designee, in his sole discretion, may terminate this Agreement and disqualify the City from further deliveries.

c. Compensation/Charges to City. The City shall be compensated/charged monthly for each ton of SSR processed at the ECUA MRF, in accordance with paragraph 6 of this Agreement, below.

5. Disposal of Residue. The Parties acknowledge and understand that each load of SSR may contain Garbage, Unacceptable Waste, or other Rejects which cannot be recycled and put to beneficial use (collectively hereafter referred to as Residue). Because the SSR received from the City of Fairhope will likely be commingled with SSR generated from other jurisdictions, the Parties acknowledge and understand that it is impossible to therefore segregate the Residue by each entity. Accordingly, all such Residue shall be disposed of at the Perdido Landfill at no charge to the City.

6. Compensation/Charges for Delivered Recyclables. The Parties acknowledge and understand that the market for various Recyclable Materials fluctuates greatly based upon various market conditions. In order to reflect that reality, and make this Agreement viable and mutually beneficial, the Parties agree that the City shall be either compensated or charged for the SSR processed at the ECUA MRF in accordance with the document attached hereto as Exhibit A, which is hereby incorporated by reference as if fully set forth herein, based upon weights measured at the scale house operated by Escambia County at the Perdido Landfill.

7. Billing. ECUA shall send a bill to the City within fifteen (15) days of the end of each month of the calendar year which reflects all charges and credits due to the Parties pursuant to paragraph 6, above. All charges and/or credits shall be paid by the respective Party within forty-five (45) days of the end of each month of the calendar year.

8. Compliance with Law and Procedures. ECUA and the City shall perform their respective obligations under this Agreement in compliance with all Applicable Law. The City shall transport and handle SSR in its control in a safe and workmanlike manner and in full compliance with Applicable Law. ECUA shall further endeavor to maintain throughout the term of this Agreement, all permits, licenses, certificates, and approvals required by Applicable Law for the operation of the ECUA MRF.

9. Staffing at the ECUA MRF. The Parties understand that the ECUA MRF may be operated by either a third party selected by ECUA or by ECUA staff, in ECUA's sole discretion.

10. Title to Source Separated Recyclables. Upon acceptance of a load of SSR (as opposed to a rejection in accordance with paragraph 4.b, above), title to the SSR shall vest with the operator of the ECUA MRF.

11. City's Obligation to Require the Source Separation of Recyclables; Delivery of said SSR; and Tonnage Limit.

a. Collection and Delivery Requirements. The City presently provides for the collection of residential solid waste within its jurisdiction and offers curbside collection of Source Separated Recyclables. The City agrees to keep the curbside collection of Source Separated Recyclables in place throughout the term of this Agreement and any extensions

Landfill, City shall be liable for all disposal costs associated with the disposal selected by the operator of the ECUA MRF.

thereof. Additionally, the City will haul all SSR that is collected to the ECUA MRF. It is thus the Parties' intent that all SSR controlled and collected by the City will be delivered to the ECUA MRF. However, if prior to delivery to the ECUA MRF the City reasonably identifies one or more loads of SSR to contain excess contamination, as defined in paragraph 4.b, above, the City shall not be in breach of this Agreement by delivering such contaminated load/s directly to the Perdido Landfill for disposal. Should the City exercise this option, it shall endeavor to educate the public and take such actions it deems necessary or appropriate to improve the quality of its SSR.

b. *Tonnage Limit.* The Parties anticipate approximately 2,000.00 tons of SSR are generated and collected within the jurisdiction of the City per year. Despite the requirements in paragraphs 4.a and 11.a above that all SSR be delivered to ECUA, the City is limited to delivering 2,000.00 tons of SSR per year, absent subsequent written agreement between the Parties pursuant to the notice provisions set forth in paragraph 13, below.

12. Events of Default. A Party shall be in default of this Agreement only upon the expiration of thirty (30) days (ten (10) days in the event of failure to pay money) from receipt of written notice of default from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to the expiration of said thirty (30) days (ten (10) days in the event of failure to pay money), has rectified the particulars specified in said notice of default; provided, however, that such Party shall not be deemed to be in default if such failure (except a failure to pay money) cannot be rectified within said thirty (30) day period and such Party is using good faith and commercially reasonable and diligent efforts to rectify the particulars specified in the notice of default.

13. Notices. All notices called for under this Agreement, other than those called for under paragraph 4.b, above, shall be made in writing and delivered by hand, certified mail with return receipt, or overnight courier, as follows:

To City:

Dale Linder, Public Works
P. O. Drawer 429
Fairhope, AL 36533
E-mail: Dale.Linder@COFairhope.com
Telephone: 251-928-8003

To ECUA:

Randy Rudd
Deputy Executive Director of Shared Services
Emerald Coast Utilities Authority
9255 Sturdevant Street
Persacola, Florida 32514

14. Force Majeure. In the event that performance by the Parties of any of its obligations under this Agreement shall be interrupted, delayed, or prevented by any occurrence not occasioned by the conduct of such Party, whether such occurrence be an act of God or any other occurrence whatsoever beyond the reasonable control of such Party, including a change in environmental law or regulation rendering performance impractical or impossible, then such Party shall be excused from such performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof, or until such performance is no longer impractical or impossible.

15. Records. The Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a Party fails to abide by the provisions of Chapter 119, Florida Statutes, the other Party shall give written notice of the alleged violation of Chapter 119 and seven (7) calendar days to cure the alleged violation. If the alleged violation has not been cured at the end of that time period, then the party giving such notice may terminate this Agreement for cause. ECUA further agrees to:

a. Keep and maintain public records required by the City of Fairhope, Alabama to perform services under this Agreement.

b. Upon request from the City of Fairhope, Alabama custodian of public records, provide the City of Fairhope, Alabama with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law during the term of this Agreement and following completion of the Agreement if ECUA does not transfer the records to the City of Fairhope, Alabama.

d. Upon completion of the Agreement, transfer, at no cost, to the ECUA all public records in possession of City or keep and maintain public records required by the City to perform the services under this Agreement. If the City transfers all public records to the ECUA upon completion of the Agreement, The City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the Agreement, the City shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the ECUA, upon request from the ECUA's custodian of public records, in a format that is compatible with the information technology systems of the ECUA.

IF THE CITY OF FAIRHOPE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO ECUA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-969-3300, PUBLICRECORDS@ECUA.FL.GOV, AND "PUBLIC RECORDS CUSTODIAN, "9255 STURDEVANT STREET, PENSACOLA, FLORIDA 32514.

16. Assignment. This Agreement or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by any Party, without the prior written consent of all other Parties.

17. Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter which is the subject of this Agreement shall lie in Escambia County, Florida.

19. **Dispute Resolution.** The Parties agree that in the event of any dispute or claim relating to, arising out of, or interpreting this Agreement arises, all such disputes or claims shall be fully, finally, and exclusively decided by a State court of competent jurisdiction sitting in Escambia County, Florida. Additionally, the Parties knowingly and willingly hereby waive their respective rights to have any such disputes or claims decided by a jury; instead, their sole relief shall be via a bench trial in which the judge alone sits as the finder of fact.

20. **Interpretation.** For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

a. If any Party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Party shall immediately notify all other Parties and request clarification of this Agreement.

b. This Agreement shall not be more strictly construed against any party hereto by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions hereof.

21. **Severability.** The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if it did not contain such invalid or unenforceable portion or provision.

22. **Further Documents.** The parties shall execute and deliver all documents and perform further actions that may reasonably be necessary to effectuate the provisions of this Agreement.

23. **No Waiver.** The failure of a Party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right to thereafter enforce the same in accordance with this Agreement.

24. **All Prior Agreements Superseded.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

IN WITNESS WHEREOF, the Parties have executed this Agreement, by and through their duly undersigned and authorized representatives, as of the date and year first written above.

City of Fairhope, Alabama, a political subdivision of the State of Alabama acting by and through its duly authorized City Council.

By: _____
Karin Wilson, Mayor

ATTEST:

By: _____
Lisa A. Hanks, MMC
City Clerk

EMERALD COAST UTILITIES AUTHORITY, a local governmental body, corporate and politic, acting by and through its duly authorized Board.

By: _____
Lois Benson, Chairman

ATTEST:

By: _____
Secretary

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 28 JUNE 2021 - 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 14 June 2021 Regular City Council Meeting, minutes of 14 June 2021 Work Session, and minutes of 14 June 2021 Agenda Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Public Hearing** – Ordinance – Amend Zoning Ordinance No. 1253.
Request to rezone the property of Donna Dowsey, Penny Odom, and Sandra Lee from R-1 Low Density Single Family Residential District to HTD Highway Transitional District. The property generally located at 520 N. Greeno Road, Fairhope, Alabama. PPIN Number: 3193.
6. **Public Hearing** – Ordinance – Amend Zoning Ordinance No. 1253.
Request to rezone the property of FSTC Wise Properties-TN, LLC from B-4 Business and Professional District to B-2 General Business District. The property generally located at the Northeast corner of Bancroft Street and Pine Avenue intersection, Fairhope, Alabama. PPIN Number: 386620.
7. **Final Adoption** – Ordinance – Amend Zoning Ordinance No. 1253.
Request to zone the property of Roberta U. Harris, Stephen J. Urbanek, and Margaret U. Dunnam to Planned Unit Development (PUD) concurrent with annexation into the City of Fairhope. The property generally located southeast corner of the intersection of County Road 48 and Blueberry Lane, Fairhope, Alabama. PPIN Number: 43640. The property to be known as Overland PUD. (Introduced at the June 14, 2021 City Council Meeting)
8. **Final Adoption** – An Ordinance of the City of Fairhope repealing and replacing Section 21-21, Code of Ordinances, by the adoption of the following Electric Rates for all Customers of the City. (Introduced at the June 14, 2021 City Council Meeting)
9. Ordinance – An Ordinance granting a Non-Exclusive Franchise to Southern Light, LLC, for the purpose of Construction and Maintaining a Fiber-Optic Transmission Line within Certain Public Rights-Of-Way within the City of Fairhope, Alabama in accordance with the terms and conditions pursuant to Franchise stated in Ordinance.
10. Ordinance – Annexation – James R. Becker, Margaret G. Becker, and Fairhope Single Tax Corporation property located at 20642 Northwood Drive, Fairhope, Alabama. Tax Parcel 46-06-14-0-000-001.829.
11. Resolution – That the City Council approves the selection of Jade Consulting, LLC to perform Topographic Survey Services at Triangle Property (Two Parcels) RFQ No. PS027-21; 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 Krebs Architecture and Engineering, Inc. to perform Professional Engineering and Design Services for Treatment Plant #3 and Well #3-11 for the Water and Sewer Departments RFQ No. PS031-21; 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 S.E. Civil, LLC to perform Professional On-Call Engineering Services for the Water and Sewer Department; and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a three-year not-to-exceed limit with this firm.
14. Resolution – That the City Council approves Amendment No. 1 to the Contract for On Call Professional Engineering Services to Stewart Engineering, Inc. for the Electric Department (RFQ No. PS005-21). The amendment is for additional consultation and engineering services that were not included in planned projects for the RFQ contract work projected for the first year: Volanta and Greeno Project and the Nursing Home Project at Church Street and Morphy Avenue with an additional not-to-exceed cost of \$25,000.00. This will increase the total three-year not-to-exceed cost of \$100,000.00; and authorizes Mayor Sullivan to execute Amendment No. 1.
15. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute a contract with Kimley-Horn to perform Professional Consulting Services for the New Water Transmission Line on County Road 33 for the Water Department (RFQ No. PS014-21) with a not-to-exceed amount of \$415,000.00.
16. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute a contract with Lieb Engineering Company to perform Professional Engineering Services for Design and Construction Administration for additional Ballfields and Parking for the Recreation Department (RFQ No. PS025-21) with a not-to-exceed amount of \$25,000.00.
17. Resolution – To Award Bid for New Roof and Gutter Replacement for Public Works/Public Utilities Administration Building damaged by Hurricane Sally (FEMA 4563) for the Public Works Department (Bid No. 027-21) to Roof Doctor of Alabama with a total bid proposal of \$112,000.00.
18. Resolution – To Award RFQ for the procurement to Resurfacing Six Hard Courts at the Mike Ford Tennis Center for the Recreation Department to American Tennis Courts, Inc. with a total cost of \$28,621.00.
19. Resolution – That the City of Fairhope has voted to procure 5,000 Strings of Outdoor Miniature LED Lights for the 2021/2022 Seasonal Lighting of the Trees; and the items are available for direct procurement through the OMNIA Partners Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$48,750.00.
20. Resolution – That the City of Fairhope has voted to procure the Playground Equipment for the Fairhope-Point Clear Rotary Youth Club and Community Park; and the items are available for direct procurement through the OMNIA Partners Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$68,284.70.

21. Resolution – That the City of Fairhope awards RFQ for the procurement of Pumps and Controls for Rehabilitation of the Tennis Club Lift Station off County Road 32 for the Sewer Department to Jim House & Associates with a cost of \$31,966.00; and authorizes procurement of Miscellaneous Materials to complete the install with a not-to-exceed cost of \$32,000.00 for a total not-to-exceed cost of \$63,966.00.
22. Resolution – That the City Council hereby authorizes Mayor Sherry Sullivan to execute a Biller Agreement with Invoice Cloud for Invoice Cloud Suite of Services which will allow the City of Fairhope to offer online payment processing in a securely hosted real-time environment pursuant to the terms and conditions of the Agreement.
23. Resolution – That the City Council approves the selection of DiRecManagement, Inc. for the Collection of the City of Fairhope’s outstanding Accounts Receivables; and hereby authorizes Mayor Sherry Sullivan to execute a Services Agreement between DiRecManagement, Inc. and the City of Fairhope.
24. Appointment – Airport Authority – Pel Henry to fill unexpired term of Lee Shelton
25. Board of Adjustments and Appeals:
 - Appointment – Frank Lamia
 - Reappointments – Anil Vira and Cathy Slagle
 - Move Donna Cook from 1st Alternate to Member
 - Move David Martin from 2nd Alternate to 1st Alternate
26. Public Participation – (3 minutes maximum)
27. Adjourn

**City Council Work Session - 4:30 p.m.
on Monday, June 28, 2021 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.
on Monday, June 28, 2021 – Council Chambers**

Next Regular Meeting – Thursday, July 8, 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, 14 June 2021.

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

There being a quorum present, Council President Burrell called the meeting to order. The invocation was given by Councilmember Kevin Boone and the Pledge of Allegiance was recited.

Council President Burrell announced that the Public Hearings for Rezones Cases: ZC21.04 and 20.05 will be held on June, 28, 2021 at 6:00 p.m.

Council President Burrell stated there was a need to add on an agenda item after Agenda Item Number 29: a resolution that the City Council hereby approves the removal of 28 to 30 pine trees from Volanta Park for the Renovation Project and the New Scoreboard-Video Message Board by Asphalt Services; and authorizes them to receive the timber as compensation for tree removal.

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

Councilmember Conyers moved to approve minutes of the 24 May 2021, regular meeting; minutes of the 24 May 2021, work session; and minutes of the 24 May 2021, agenda meeting. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Chief Stephanie Hollinghead addressed the City Council and that them for their support. Chief Hollinghead said that a promotion was one of the greatest achievements; and thanked the HR Department for their help with this process (Travis Cunningham and his Team). Chief Hollinghead promoted Officer Trent Scott who has been with the Police Department for 20 years to Shift Patrol Sergeant. She promoted Officer Becky Woodruff who has been with the Police Department for 17 years to Corporal of Patrol Division. Chief Hollinghead said she was proud of what they have accomplished over the years.

14 June 2021

Special Projects and Grant Manager Jessica Walker addressed the City Council and recognized the Junior City Council and presented them with a plaque. She said they were asked to change in mid-stream their focus; and said she was proud of them for how they handled it. Ms. Walker said they brought a project to the City Council; and the project was approved: Sunset Staircase.

The following individual spoke during Public Participation for Agenda Items:

- 1) Sarah Fischer, 22 Audubon Place, addressed the City Council regarding Agenda Item Number 25: That the City of Fairhope approves the request from Sarah Fischer, Site Director of Prism United Fairhope, to hold a Chalk Event on the sidewalks in South Beach Park on Saturday, June 25, 2021 from 5:00 p.m. to 8:00 p.m.; and to put up a table to provide information about its program, distribute flyers and buttons, and provide chalk and water. Prism United Fairhope is dedicated to serving the needs of the LGBTQ+ youth of Fairhope and the surrounding areas. She said there should be a good showing at this event; and requested a table for registration and information.

A Public Hearing was held as advertised on a proposed ordinance to amend Zoning Ordinance No. 1253. Councilmember Boone introduced in writing an ordinance to request to zone the property of Roberta U. Harris, Stephen J. Urbanek, and Margaret U. Dunnam to Planned Unit Development (PUD) concurrent with annexation into the City of Fairhope. The property generally located southeast corner of the intersection of County Road 48 and Blueberry Lane, Fairhope, Alabama. PPIN Number: 43640. The property to be known as Overland PUD. The Planning Commission gave a favorable recommendation of this ordinance. Council President Burrell read the proposed ordinance. Planning and Zoning Manager Hunter Simmons briefly explained the proposed ordinance.

Council President Burrell opened the Public Hearing at 6:21 p.m. David Diehl with S. E. Civil addressed the City Council and asked for the City Council to suspend the rules since this ordinance was heard by Planning Commission in January. Council President Burrell replied no and said that zoning ordinances need four Council votes. No one present opposed the proposed ordinance, the Public Hearing closed at 6:23 p.m.

Due to lack of a motion for immediate consideration, this ordinance will layover until the June 28, 2021 City Council meeting.

Councilmember Boone moved for final adoption of Ordinance No. 1711, 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; and it is to be in the best interest of the public and the City of Fairhope to grant this franchise. (Introduced at the May 24, 2021 City Council Meeting) Seconded by Councilmember Conyers, motion for final adoption passed by the following voice votes: AYE – Burrell, Conyers, and Boone. NAY - None.

14 June 2021

Councilmember Conyers moved for final adoption of Ordinance No. 1712, an ordinance to 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. (Introduced at the May 24, 2021 City Council Meeting) Seconded by Councilmember Boone, motion for final adoption passed by the following voice votes: AYE – Burrell, Conyers, and Boone. NAY - None.

Councilmember Conyers introduced in writing an ordinance to repealing and replacing Section 21-21, Code of Ordinances, by the adoption of the following Electric Rates for all Customers of the City. Council President Burrell explained the changes in the electric rates. Due to lack of a motion for immediate consideration, this ordinance will layover until the June 28, 2021 City Council meeting.

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council authorizes Mayor Sherry Sullivan to execute the American Recue Plan Act Agreement between the City of Fairhope and the United States Department of the Treasury for the Coronavirus State and Local Fiscal Recovery Funds in the amount of \$1,941,458.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4107-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council authorizes Mayor Sherry Sullivan to execute the American Recue Plan Act Agreement between the City of Fairhope and the United States Department of the Treasury for the Coronavirus State and Local Fiscal Recovery Funds in the amount of \$1,941,458.00 to be used in compliance with section 603(c) of the Social Security Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

DULY ADOPTED THIS 14TH DAY OF JUNE, 2021

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

14 June 2021

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the proposed Certificate of Amendment is hereby approved for the Fairhope Airport Authority under the provisions of the Title 4, Chapter 3, Article 2, Code of Alabama, 1975. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4108-21

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRHOPE,
ALABAMA, APPROVING AND CONSENTING TO THE CERTIFICATE OF
AMENDMENT OF THE FAIRHOPE AIRPORT AUTHORITY**

WHEREAS, Fairhope Airport Authority was duly formed and incorporated by the City of Fairhope, Alabama by the execution and recordation of a Certificate of Incorporation on or about March 6, 2007; and

WHEREAS, Pursuant to Code of Alabama, 1975, § 4-3-44, the Authority does hereby AMEND its Certificate of Formation (filed for record on March 6, 2007 as Instrument Number 1035291 in the Office of the Judge of Probate of Baldwin County, Alabama) to change the residency requirements for Directors specified in the Certificate; and

WHEREAS, the City Council of the City has reviewed the contents of the Certificate of Amendment, including the proposed residency requirements as follows: the residency requirements are amended according to the attached Certificate of Amendment to state that four (4) Directors must reside within the corporate limits of the City of Fairhope, Alabama and three (3) Directors may reside within the corporate limits of the City of Fairhope or within the Baldwin County Board of Education School Zone which services any Fairhope Elementary School, Fairhope Intermediate School, J. Larry Newton School, or Fairhope High School according to the 2020 School Zone Map prepared by the Baldwin County Board of Education and attached and made a part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City, in a regular meeting of the City Council, that the Proposed Certificate of Amendment is hereby approved as set forth in the Authority's Resolution and under the provisions of the Title 4, Chapter 3, Article 2, Code of Alabama, 1975."

Adopted this the 14th day of June, 2021

Jack Burrell, Council President
City of Fairhope, Alabama

ATTEST:

Lisa A. Hanks, MMC
City Clerk

14 June 2021

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of Kimley-Horn to perform Professional Consulting Services for the New Water Transmission Line on County Road 33 (RFQ No. PS014-21); and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4109-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of Kimley-Horn to perform Professional Consulting Services for the New Water Transmission Line on County Road 33 (RFQ No. PS014-21); and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 14TH DAY OF JUNE, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of Stewart Engineering, Inc. to perform Professional Engineering Services for System Study for the Electric Department (RFQ No. PS012-21); and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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14 June 2021

RESOLUTION NO. 4110-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of Stewart Engineering, Inc. to perform Professional Engineering Services for System Study for the Electric Department (RFQ No. PS012-21); and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 14TH DAY OF JUNE, 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 hereby Rejects RFQ No. 013-21 for N. Beach Pavilion Repair and Replacement of Asphalt Shingle Roof – FEMA 4563 that was damaged by Hurricane Sally for the Public Works Department due to the excessive price of the only one response; and authorizes Staff to seek informal quotes. Seconded by Councilmember Boone, motion passed unanimously by voice vote. Council President Burrell questioned rejecting the bid since it was not very much; and said we have pushed others through.

RESOLUTION NO. 4111-21

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 quotes for N. Beach Pavilion Repair and Replacement of Asphalt Shingle Roof – FEMA 4563 that was damaged by Hurricane Sally for the Public Works Department at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama (RFQ 013-21).

[2] RFQ No. 013-21 was sent to 7 contractors, and viewed by 65 of 299 e-notifications, as well as multiple State agencies for MBE and DEB consideration, advertised in newspaper and in the Public Utilities Building. The City did not receive any quotes.

14 June 2021

[3] After evaluating the quotes with the required bid specifications, only one responsive quote was received. Therefore, the recommendation is to reject the one quote due to excessive price; and authorize staff to seek informal quotes.

Adopted on this 14th day of June, 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 Mayor Sherry Sullivan is hereby authorized to execute a contract with Vision Technology Solutions, LLC d/b/a Vision Internet Providers to perform Professional Services for Website Design and Management (RFQ No. PS017-21) with a not-to-exceed amount of \$11,205.81. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4112-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to execute a contract with Vision Technology Solutions, LLC d/b/a Vision Internet Providers to perform Professional Services for Website Design and Management (RFQ No. PS017-21) with a not-to-exceed amount of \$11,205.81.

DULY ADOPTED THIS 14TH DAY OF JUNE, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

14 June 2021

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute a contract with 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 (RFQ No. PS024-21) with a not-to-exceed amount of \$23,500.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4113-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to execute a contract with 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 (RFQ No. PS024-21) with a not-to-exceed amount of \$23,500.00.

DULY ADOPTED THIS 14TH DAY OF JUNE, 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 to Award Bid for Materials and Installation for Masonry and Concrete Work for ADA Compliance Project at Fairhope Municipal Stadium for the Recreation Department (Bid No. 028-21) to Bay Steel Corporation with a total cost of \$22,274.00. The motion was seconded by Councilmember Boone. Council President Burrell said we should have a contract for the Fairhope High School's commitment to help pay. City Attorney McDowell replied the letter is binding and they have sponsors to help with funding. After further discussion, Seconded by Councilmember Boone, motion passed unanimously by voice vote.

14 June 2021

RESOLUTION NO. 4114-21

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 Materials for Masonry and Concrete Work for ADA Compliance Project at Fairhope Municipal Stadium for the Recreation Department (Bid No. 028-21).

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

Please see attached Bid Tabulations for
Materials for Masonry and Concrete Work
ADA Compliance Project at Fairhope Municipal Stadium

[3] After evaluating the bid proposals with the required bid specifications, Bay Steel Corporation with a total bid proposal of \$22,274.00, is now awarded the bid for Masonry and Concrete Work for ADA Compliance Project at Fairhope Municipal Stadium for the Recreation Department.

Adopted on this 14th day of June, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

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14 June 2021

CITY OF FAIRHOPE BID TABULATION

BID 026-21 Materials Bid for Masonry and Concrete Work for ADA Compliance Project

BID OPENED: June 3, 2021, 10:00 a.m.

7 emailed, minority, women-owned, special interest, and SBDC sites, viewed by 63 of 294 notifications

Vendor	Bid Docs Signed/Notarized	Contractor License	Addendum # 1 and #2	Qty	DESCRIPTION	EXTRA INFO	PRICE PER UNIT	DELIVERY ARO	TOTALS
Bay Steel Corporation	Yes	Yes	Yes	260'	# 3 rebar		\$ 0.40	4 Days	\$104.00
				170pcs	#4 rebar "L" Shaped stirrups 48" long--		\$6.00	4 Days	\$1,156.00
					30 8x8x16 concrete block corners		N/A	N/A	N/A
					30 8x8x8 half block corners		N/A	N/A	N/A
				400' or 40pcs	Dura-wall ladder style block reinforcement wire 20' lengths		N/A	N/A	N/A
				8 cu Yds	Masonry Sand		N/A	N/A	N/A
				13,000	Menowas Queen-size Brick		N/A	N/A	N/A
				100 bags	buff mortar mix		N/A	N/A	N/A
				16 CU YDS	whitewashed mortar sand for brick	Need white because of buff mortar-Baldwin Sand & Gravel mines it	N/A	N/A	N/A
				17 PCS	Galvanized 6x4x3/8" angle-A36/AS29650--20 ft long each	Needed before pouring concrete	\$370.00	4 Days	\$6,290.00
				One drum	Concrete Cure & Seal	one drum or enough covering 3500sq ft. of concrete slab.	N/A	N/A	N/A
				400 cu yds	Sandy/Clay fill material		N/A	N/A	N/A
				135 PIECES	20" LENGTH 1 X" SCH 40 ALLUMINIUM ROUND PIPE		\$88.00	4 Days	\$11,880.00
				8 pieces	1 X" SCH 40 alum pipe cap		\$108.00	1 Week	\$872.00
				34 pieces	1 X" SCH40 alum pipe 90° elbow		\$58.00	1 Week	\$1,972.00
								TOTAL	\$22,294.00

Recommendation: Award to Bay Steel Corporation for those items bid.

For *[Signature]* 6-4-21
 Director, Public Works Date
[Signature] 6-11-21
 Delores A. Brandt, Purchasing Manager Date

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution and moved for the adoption of the following resolution, a resolution to Award Bid for Materials and Installation for New Scoreboard-Video Message Board for Fairhope Municipal Stadium for the Recreation Department (Bid No. 026-21) to Electro-Mech with a total cost of \$226,940.00. The Fairhope High School has committed \$176,000.00 to be paid over a five-year period in participation with the City of Fairhope. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

14 June 2021

RESOLUTION NO. 4115-21

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 Materials and Installation for New Scoreboard-Video Message Board for Fairhope Municipal Stadium for the Recreation Department (Bid No. 026-21).

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

Please see attached Bid Tabulations for
New Scoreboard-Video Message Board
at Fairhope Municipal Stadium

[3] After evaluating the bid proposals with the required bid specifications, Electro-Mech with a total bid proposal of \$226,940.00, is now awarded the bid for Materials and Installation for New Scoreboard-Video Message Board for Fairhope Municipal Stadium for the Recreation Department. The Fairhope High School has committed \$176,000.00 to be paid over a five-year period in participation with the City of Fairhope.

Adopted on this 14th day of June, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

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14 June 2021

RESOLUTION NO. 4116-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That all bids for the Nix Center Repair/Replacement of Asphalt Roof Shingles – FEMA 4563 for Community Affairs Department (Bid No. 022-21) are hereby rejected due to a discrepancy in the bid specifications. City staff is hereby authorized to rebid the project with the corrected specifications.

Adopted on this 14th day of June, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

CITY OF FAIRHOPE BID TABULATION
BID 022-21 Nix Ctr Repair and Replace Asphalt Roof Shingles—FEMA 4563
BID OPENED: May 26, 2021, 10:00 a.m.
7 emailed, minority, women-owned, special interest, and SBDC sites, viewed by 68 of 300 notifications

Vendor	Bid Date Signed/Notified	Response Form	Contract Information/Number	addenda 1 & 2	Anti-Discrimination Certification	Additional Documentation Required	Lump Sum Price
Summers Roofing & Construction Co. Inc	yes	yes	21887	1 and 2	not signed	yes	\$161,505.00
Thomas Industries Inc dba Thomas Roofing	yes	yes	12847	2	not signed	yes	\$253,694.00
VON Electric General Contractors, LLC	yes	yes	50147	2	not signed	yes	\$120,000.00

Recommendation: Award bid to VON Electric General Contractors, LLC for \$120,000.00

Richard Johnson, Public Works Director

Debra A. Brand, Director of Purchasing & Management

5/26/21
Date
5-26-21
Date

14 June 2021

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution to Award Bid for City-Wide Concrete Work, Curbing, ADA Ramps, Inlets, and Structures for the Public Works Department and Utilities (Bid No. 018-21) to Parten Smith, Inc. with a bid proposal for the unit amounts shown in the attached bid tabulation. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4117-21

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 City-Wide Concrete Work, Curbing, ADA Ramps, Inlets, and Structures for the Public Works Department and Utilities (Bid No. 018-21).

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

Please see attached Bid Tabulations for
City-Wide Concrete Work, Curbing, ADA Ramps, Inlets,
and Structures for the Public Works Department and Utilities

[3] After evaluating the bid proposals with the required bid specifications, Parten Smith, Inc. with a bid proposal for the unit amounts shown in the attached bid tabulation, is now awarded the bid for City-Wide Concrete Work, Curbing, ADA Ramps, Inlets, and Structures for the Public Works Department and Utilities.

Adopted on this 14th day of June, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

14 June 2021

CITY OF FAIRHOPE TAB

BID NO: 018-21

BID NAME: City Wide Concrete Work Sidewalks, Curbing, ADA Ramps, Inlets and Structures

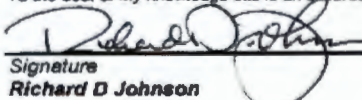
BID OPENED: Wednesday, May 26, 2021 10:00 a.m.

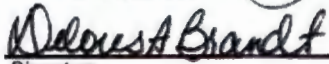
6 emailed, viewed by 86 of 305 notifications

All Bid Unit Prices shall include mobilization, labor, materials, and equipment used to complete the task	PARTEN SMITH INC		
Bid Response Executed/ Signed/ Notarized	yes		
Vendor Compliance Yes or No	yes		
Contractor License #	53550		
Insurance Proof			
Addenda 1,2,3	yes		
Concrete Sidewalk 4" Thick (Portland Cement 4000 psi) sq yd	\$70.00		
Concrete Sidewalk 6" Thick (Portland Cement 4000 psi) sq yd	\$90.00		
Concrete Sidewalk 4" Thick Reinforced with Wire Mesh (Portland Cement 4000 psi) sq yd	\$75.00		
Concrete Sidewalk 6" Thick Reinforced with Wire Mesh (Portland Cement 4000 psi) sq yd	\$95.00		
Steel Reinforcement (USA Steel) LBS	\$1.50		
Minor Structure Concrete (Portland Cement 4000 psi) CU Yd	\$1,500.00		
Truncated dome retrofit Sq Ft	\$400.00		
ADA Ramp Replacement, Retrofit and New Construction (4000 psi) sq ft	\$150.00		
Inlet Top/Lid Replacement (Portland Cement 4000 psi) sq ft	\$250.00		
Curb, Gutter and Combination Curb & Gutter Replacement (4000 psi) LF	\$40.00		
Mobilization Fee (for Project subsets less than 5CY of concrete placed)	\$3,500.00		

Recommendation: Award to Parten Smith, Inc. in the amounts quoted in his bid and listed above

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

 5/26/21
Signature Date
Richard D Johnson

 5/26/21
Signature Date
Delores A Brandt, Purchasing Manager

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution to Award Bid for Six Overhead Doors for Fire Station #3 for the Fairhope Volunteer Fire Department (Bid No. 014-21) to Bailey Door, Inc. with a total bid proposal of \$40,038.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

14 June 2021

RESOLUTION NO. 4118-21

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 Six (6) Overhead Doors for Fire Station #3 (Bid Number 014-21).

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

Please see attached Bid Tabulation for
Six Overhead Doors for Fire Station #3

[3] After evaluating the bid proposals with the required bid specifications, Bailey Door, Inc., with a total bid proposal of \$40,038.00, is now awarded the bid for Six Overhead Doors for Fire Station #3.

Adopted on this 14th day of June, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

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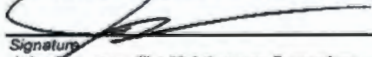
14 June 2021

CITY OF FAIRHOPE Tab and Recommendation
Bid 014-21 Doors for Fire Station 3
BID OPENED: May 17, 2021 - 9:00 a.m.

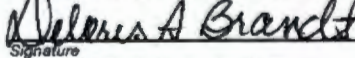
Vendor	Addenda #1	Bid Documents Signed / Notarized (Y/N)	Lead Time for Delivery (in days)	Lead Time for Installation (in days)	Per Door Price Including Installation	Total for Six (6) Doors	Vendor Compliance (Y/N)
BAILEY DOOR, INC	YES	YES	66-63	8-10 days	\$6,673.00	\$40,038.00	YES
PORT CITY INDUSTRIAL (not licensed at time of bid submittal)						non responsive	
TRANSLIFT DOCK & DOOR, LLC	NO	YES	10 WEEKS (50 DAYS)	1-2 WKS (5-10 DAYS)	\$7,313.00	\$43,878.00	

Recommendation: Bailey Door, Inc

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


 Signature

John Saraceno, Fire Maintenance Supervisor


 Signature

Delores A Brandt, Purchasing Manager

5/20/2021
 Date

5/20/2021
 Date

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution to Award RFQ for the procurement to Reshape/Rebuild Greens on Holes #6 and #11 of Quail Creek Golf Course Sur-Line Turf, Inc. with a total approximate cost of \$21,080.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

14 June 2021

RESOLUTION NO. 4119-21

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

[1] That the City of Fairhope did request and solicit quotes for Reshape/Rebuild Greens on Holes #6 and #11 of Quail Creek Golf Course.

[2] After evaluating the Quotes with the required specifications, Sur-Line Turf, Inc. is now awarded the procurement to Reshape/Rebuild Greens on Holes #6 and #11 of Quail Creek Golf Course with a total approximate cost of \$21,080.00.

Adopted on this 14th day of June, 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 2021 F250 Crew Cab 4x4 Pickup Truck with Utility Body for the Water 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 \$41,450.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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14 June 2021

RESOLUTION NO. 4120-21

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 F250 Crew Cab 4x4 Pickup Truck with Utility Body for the Water 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: T193A

2021 Ford F250 Crew Cab 4x4
with Utility Body

Cost is \$41,450.00

Adopted on this 14th day of June, 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 2021 F250 Super Cab Extended 4x2 Pickup Truck with Service Body for the Water 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 \$38,824.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

14 June 2021

RESOLUTION NO. 4121-21

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 F250 Super Cab Extended 4x2 Pickup Truck with Service Body for the Water 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: T193A

2021 Ford F250 Super Cab 4x2 Extended **Cost is \$38,824.00**
with Service Body

Adopted on this 14th day of June, 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 request from Sarah Fischer, Site Director of Prism United Fairhope, to hold a Chalk Event on the sidewalks in South Beach Park on Friday, June 25, 2021 from 5:00 p.m. to 8:00 p.m.; and to put up a table to provide information about its program, distribute flyers and buttons, and provide chalk and water. Prism United Fairhope is dedicated to serving the needs of the LGBTQ+ youth of Fairhope and the surrounding areas. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

14 June 2021

RESOLUTION NO. 4122-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City of Fairhope approves the request from Sarah Fischer, Site Director of Prism United Fairhope, to hold a Chalk Event on the sidewalks in South Beach Park on Friday, June 25, 2021 from 5:00 p.m. to 8:00 p.m.; and to put up a table to provide information about its program, distribute flyers and buttons, and provide chalk and water. Prism United Fairhope is dedicated to serving the needs of the LGBTQ+ youth of Fairhope and the surrounding areas.

ADOPTED THIS 14TH DAY OF JUNE, 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 F350 Crew Cab 4x4 DWR Pickup Truck for the Fairhope Volunteer Fire 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 \$48,272.00. This will be a procurement using Impact Fees. The motion was seconded by Councilmember Boone. Assistant Chief Dalton Combs addressed the City Council and said this is our "Squad Vehicle." Council President Burrell stated Impact Fees will expire, so these must be used. He said there will be other items seen in the budget. After further discussion, motion passed unanimously by voice vote.

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14 June 2021

RESOLUTION NO. 4123-21

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 F350 Crew Cab 4x4 DWR Pickup Truck for the Fairhope Volunteer Fire 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 F350 Crew Cab 4x4

Cost is \$48,272.00

Adopted on this 14th day of June, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to procure a Replacement Chiller Unit for the Fairhope Public Library with a 90T York Air Cooled Chiller; and the equipment is available for direct procurement through the NCPA Cooperative which has been nationally bid; and therefore, does not have to be let out for bid with a cost of \$88,125.25. The motion was seconded by Councilmember Boone. Councilmember Conyers commented he was good with York. Councilmember Boone agreed with Councilmember Conyers. Council President Burrell asked if they would include labor on the coil. Assistant Public Works Director George Ladd addressed the City Council and said he would work on the Maintenance Agreement. After further discussion, motion passed unanimously by voice vote.

14 June 2021

RESOLUTION NO. 4124-21

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 a Replacement Chiller Unit for the Fairhope Public Library with a 90T York Air Cooled Chiller; and the equipment is available for direct procurement through the NCPA Cooperative which has been nationally bid; and therefore, does not have to be let out for bid with a cost of \$88,125.25.

Adopted on this 14th day of June, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone moved to appoint Chad Bartz to the Parking Authority for a three-year term which will expire June 2024. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Councilmember Boone moved to write off Customer Terminated Balances as of June 1, 2021 for Balances prior to fiscal year ending 2019 in the amount of \$614,485.95. The motion was seconded by Councilmember Conyers. City Treasurer Kim Creech addressed the City Council and stated these were audit findings for several years. She said these are "terminated accounts" for arrear balances; and will be sent for collection. Ms. Creech commented this was an easy audit fix. After further discussion, motion passed unanimously by voice vote.

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby approves the removal of 28 to 30 pine trees from Volanta Park for the Renovation Project and the New Scoreboard-Video Message Board by Asphalt Services; and authorizes them to receive the timber as compensation for tree removal. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

14 June 2021

RESOLUTION NO. 4125-21

WHEREAS, the City of Fairhope is desirous to remove 28 to 30 pine trees from Volanta Park for the Renovation Project and the New Scoreboard-Video Message Board by the Recreation Department; and

WHEREAS, the City of Fairhope has been contacted by Asphalt Services to remove pine trees and receive timber as compensation for the tree removal.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, FAIRHOPE, ALABAMA, that the City Council hereby approves the removal of 28 to 30 pine trees from Volanta Park for the Renovation Project and the New Scoreboard-Video Message Board by Asphalt Services; and authorizes them to receive the timber as compensation for tree removal.

ADOPTED THIS 14TH DAY OF JUNE, 2021

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

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

There being no further business to come before the City Council, the meeting was duly adjourned at 7:07 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA) (
:
COUNTY OF BALDWIN) (

The City Council met in a Work Session at 4:30 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 14 June 2021.

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

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

The following topics were discussed:

- The first item on the Agenda was the Discussion of Replacement of a 90-Ton Chiller at the Fairhope Public Library. Assistant Public Works Director George Ladd addressed the City Council and explained the differences between a York and a Trane. Council President Burrell commented the York Chiller has a 10 year warranty on parts and labor; and we can get two for the price of one. Council President Burrell said he spoke with Public Works Director Richard Johnson who said he had dealt with York while in Daphne and was pleased. Mr. Ladd told the City Council that the K-1 Center had a brand new York unit, but could not get it to run per Baldwin County's Maintenance Director.
Ann Johnson, President of the Fairhope Public Library's Board of Trustees, addressed the City Council regarding the Discussion of the Second Floor Buildout for the Fairhope Public Library. Anne Brooks with Mott MacDonald was in attendance for City Council questions. The Board of Trustees approved Phase I on April 19, 2021; and need to clarify the point person for the next contract.

City Attorney Marcus McDowell stated the outside work was a contract through the City. Council President Burrell said this will need to be bid out through our Purchasing Department. Ms. Brooks said this is a schematic design preliminary idea. She said Phase II will be the construction documents. John Peterson with Mott MacDonald said Phase II will be approximately between \$40,000.00 to \$45,000.00. Councilmember Conyers commented the Library Board wants the City Council to agree with its recommendations. City Attorney McDowell said the Library Board needs to work with the Mayor on professional services.

Councilmember Conyers said he was good with the Library Board's decision; and funds for this project needs to be budgeted. Councilmember Boone stated the Library Board is an advisory board to the City Council; and said he has no issue as presented. Council President Burrell said the Library Board will hire professional service if they pay for it. City Treasurer Kim Creech addressed the City Council and explained the process for the professional services; and said after Phase II the next step would be the Engineer of Record for the Project.

Council President Burrell asked the Library Board if there were any other issues with the repairs. Martin Lanaux replied yes, the Air Conditioner has leaked twice and damaged the floors. Mr. Ladd explained the reason for the leaks was due to the condensate line backing up. He said they have cleaned out the lines and worked on the system; and stated these lines should be checked every six months.

- Councilmember Boone announced a Personnel Board meeting scheduled for 7:00 a.m. Thursday, June 17, 2021.
- Community Affairs Director Paige Crawford addressed the City Council and said the inhouse fireworks were picked up by Zambelli; and we will be issued a refund. She mentioned a Fourth of July meeting that is scheduled for Friday.
- Golf Director Bobby Hall addressed the City Council and explained the resolution on the agenda for renovations to holes #6 and #11. He said it should take between 10 to 12 weeks to complete, so these holes will be closed down and temporary greens will be used. Council President Burrell questioned drainage and size of greens.
- Recreation Director Pat White addressed the City Council and said the pin placement on holes #6 and #11 is one of the issues. He also explained drain lines and when to use these. He commented that Fairhope Storm lost Saturday; and ended with an 8 and 2 season. Mr. White brought up the scoreboard item on the agenda; and said he knows this is a luxury item, but will be used for other events for the Community and school. He said the total for the ADA Compliance Project should be between \$150,000.00 to \$200,00.00. Mr. White told the City Council that aluminum ramps were installed in all schools for ADA compliance.
- Special Projects and Grant Manager Jessica Walker addressed the City Council and said major road work will begin; i.e., the intersection of Church Street and Magnolia Avenue; and the Twin Beech improvements.
- Water and Sewer Superintendent Jason Langley addressed the City Council and mentioned the second closing for the intersection of Church Street and Magnolia Avenue will be for the Water Department. He said the survey work on Section Street was for the Water and Sewer. Mr. Langley said the lift stations rehabilitation will be done inhouse; discussed water capacity issues and upgrades to Well #3; mentioned a new Aquifer which will help with capacity issues; said Krebbs will be used for water quality; and addressed his agenda items.
- Assistant Public Works Superintendent George Ladd addressed the City Council regarding the relocation of the geese which needs to take place in mid-June to mid-July. Council President Burrell commented the bacteria level is from the geese. Mr. Ladd mentioned the agenda item for the concrete bid and commented it is too high; and we will only use if needed.
- Fire Chief Chris Ellis addressed the City Council and gave an update on the class that was held for rescue skills and live fire scenarios. He said the class was a huge success with 50 participants being from Baldwin County. Chief Ellis thanked the Fairhope Volunteer Fire Department, the Mayor, and the City Council for what they all do.

Monday, June 14, 2021

Page -3-

- Assistant Electric Superintendent Jeremy Morgan addressed the City Council and said the Volanta substation has been demolished. He said they will watch the load the rest of the month. Mr. Morgan told the City Council the Morphy property was adopted and approved by the Board of Adjustments and Appeals. He touched on the agenda item for a study on distribution capacity.
- Planning and Zoning Manager Hunter Simmons addressed the City Council regarding a Parking Committee for the Central Business District; and explained the cost of park: land value \$25,000.00 per space, and if we were to meter the spaces, each space would be \$1,075.00. Mr. Hunter mentioned the cell tower put in by Wal Mart; and our Small Cell Tower Ordinance.

Councilmember Boone told the citizens that no meters are being considered at this time.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:42 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)

The City Council met in an Agenda Meeting at 5:30 p.m.,
Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
on Monday, 14 June 2021.

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

Council President Burrell called the meeting to order at 5:42 p.m. The City Council reviewed and discussed the agenda for their meeting to be held today at 6:00 p.m.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:55 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. ____

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

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

The ordinance known as the Zoning Ordinance (No. 1253), adopted 27 June 2005, together with the Zoning Map of the City of Fairhope, be and the same hereby is changed and altered in respect to that certain property described below:

After the appropriate public notice and hearing of the Planning Commission of the City of Fairhope, Alabama has forwarded a favorable recommendation,

The property of Donna Dowsey, Penny Odom, and Sandra Lee generally located at 520 N. Greeno Rd, Fairhope, Alabama.

PPIN #: 3193

Legal Description: (Case number ZC 20.05)

From the Southwest corner of Section 9, Township 6 South, Range 2 East, run North 815 ft. and East 40 ft. for a point of beginning; thence run 160 ft; thence East 200 ft; thence South 160 ft; thence West 200 ft. to the point of beginning, containing ¼ acre more or less and being a part of Lot #10 of a subdivision of the SW1/4 of the SW ¼ of section 9, Township 6 South, Range 2 East as per plat recorded in the office of the Probate Judge of Baldwin County, Alabama, in Deed Book 4 N.S. at page 277.

The property is hereby rezoned from R-1 Low Density Single Family Residential District to HTD Highway Transitional District. This property shall hereafter be lawful to construct on such property any structures permitted by Ordinance No. 1253 and to use said premises for any use permitted or building sought to be erected on said property shall be in compliance with the building laws of the City of Fairhope and that any structure shall be approved by the Building Official of the City of Fairhope and that any structure be erected only in compliance with such laws, including the requirements of Ordinance No. 1253.

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

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

Adopted and approved this 28th day of June, 2021.

By: _____
Jack Burrell, Council President

Attest:

By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 28th day of June, 2021.

By: _____
Sherry Sullivan, Mayor

City of Fairhope City Council

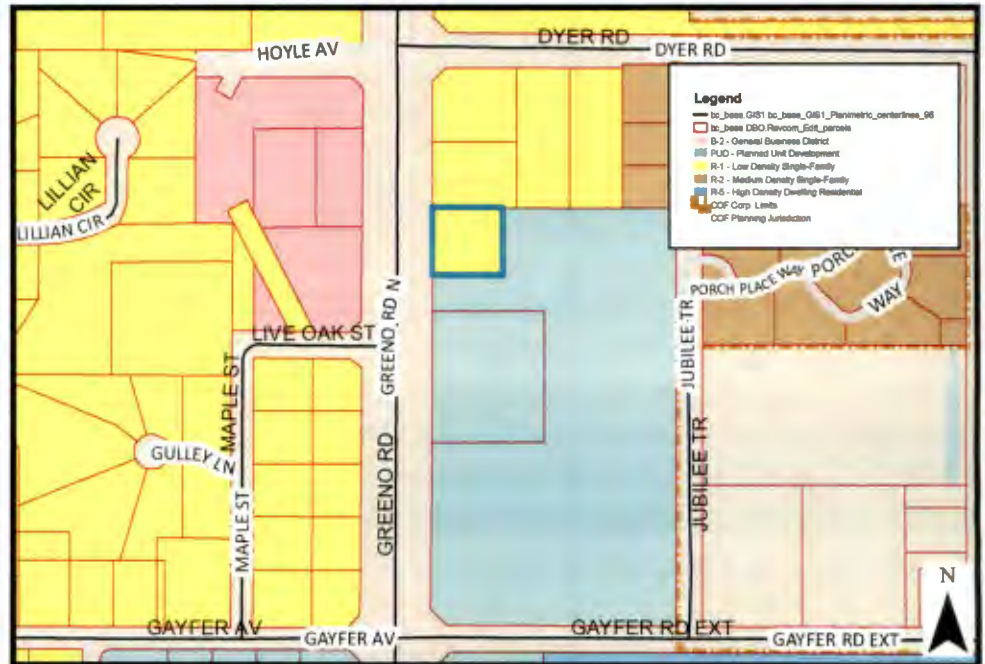
June 14, 2021



ZC 20.05 - 520 N. Greeno Road



Project Name:	520 N. Greeno Road
Site Data:	.73 acres
Project Type:	Rezoning
Jurisdiction:	Fairhope Corporate Limits
Zoning District:	R-1, Low Density Single Family Residential
PPIN Number:	3193
General Location:	East side of Greeno Road between Dyer Road and Gayfer Avenue
Surveyor of Record:	N/A
Engineer of Record:	N/A
Owner / Developer:	Donna Dowsey, Penny Odom, & Sandra Lee
School District:	Fairhope Elementary, Middle & High
Recommendation:	Approval w/conditions
Prepared by:	Samara Walley



Summary of Request:

Donna Dowsey, Penny Odom, and Sandra Lee are requesting to rezone property from R-1 Low Density Single Family Residential District to Highway Transitional District. The property is approximately .73 acres and is located on the east side of Greeno Road between Dyer Road and Gayfer Avenue, at 520 N. Greeno Road.

The applicants state that the property is no longer conducive for residential use and this is therefore justification for their request. The applicants state that there are no proposed plans for the property at this time. After listing the property for several months, there has been no residential interest. They state that they have, however, received some commercial interest if rezoned commercially.

It should be noted that the Planning Commission recommended tabling this application at its November 5, 2020 meeting. At that time the applicants were requesting to rezone the property to B-2, General Business District. The Fairhope City Council recently adopted the Highway Transitional District. Ordinance 1702 was adopted February 22, 2021. The applicant is now seeking to rezone to the newly adopted Highway Transitional District (HTD).

Comments:

There is currently a vacant single-family dwelling on the property with a carport, storage building and shop. It is bounded to the North by R-1, Low Density Residential District, to the South and East by PUD, and to the West (across Greeno Road) by B-2, General Business District.

The Zoning Ordinance defines Highway Traditional District as follows:

1. HTD - Highway Transitional District

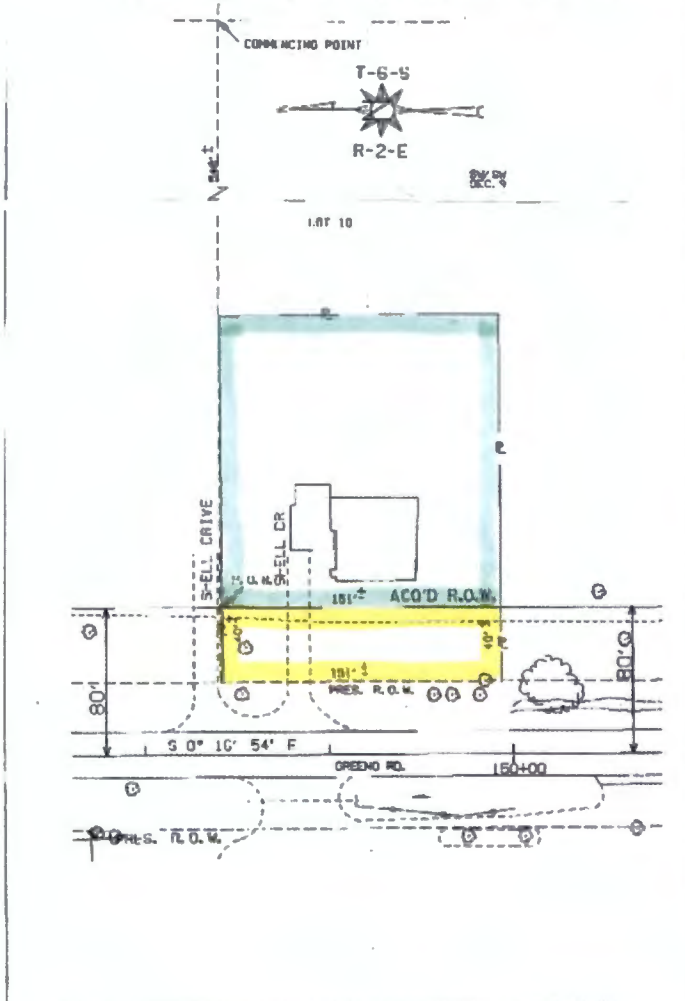
1. ***Intent*** - *The special standards listed in this section for the highway transitional district are intended to:*
 - *Provide an alternative to properties along state highways within the City of Fairhope that are beyond the area of influence of the Village Nodes and Commercial Nodes as contemplated by the City of Fairhope Comprehensive Plan.*
 - *Provide development opportunities consistent with the City's vision for commercial corridors to better serve community needs.*
 - *Unlike other districts within this section, the HTD is not an overlay district and does not affect any property owners, other than those who voluntarily apply for rezoning to this district.*
1. ***Size*** - *Lots shall be a minimum of 20,000 s.f and under 3 acres.*
2. ***Use***- *Uses for the HTD are listed in Table 3-1: Use Table. Rezoning to HTD may be conditioned so that uses permitted on appeal require a site plan.*
3. ***Location*** - *Eligible lots must have minimum of 100 feet on one side fronting the rights-of-way of US Highway 98, Alabama Highway 104, or Alabama Highway 181 and lie within the Corporate Jurisdiction of the City of Fairhope.*
4. ***Dimension Standards*** -
 - a. *Lot frontage shall be adjacent to the highway.*
 - b. *Setbacks*
 - i. *Front Setback shall be 20'.*
 - ii. *Rear Setback shall be 20'.*
 - iii. *Side setbacks shall be 10'.*
 - c. *Building Height*
 - i. *Maximum Height is 30'.*
 - ii. *A mixed-use building may have a height of 35' if it contains both residential and commercial space. The residential use must make up at least 33% of the total area of the building and be located on the second and/or third floor, and retail or office space must make up at least 50% of the total area of the building and be located on ground and/or second floor.*

d. Parking

i. Parking shall be located behind the front building line.

e. Any freestanding single-use or tenant retail building shall not have a building footprint larger than 8,000 square feet.

f. All lands within twenty (20) feet of the boundaries of US. Highway 98, Alabama Highway 104, and Alabama Highway 181 within the corporate limits of the City of Fairhope are required to be reserved by owners or developers of such lands as greenspace and tree protection zones. The required greenspace may include land as required by the front setback.



TRACT NUMBER 15 STATE OF ALABAMA HIGHWAY DEPARTMENT
 OWNER: ERNEST BISHOP PROJ. NO. DE-0019(802)
 COUNTY: BALDWIN
 TOTAL ACRES: 0.73 SCALE: 1" = 50'
 R/W REQUIRED: 0.139 DATE: 4/4/91
 REMAINDER: 0.591 REVISION: BY: [Signature]

Merchandise, Outdoor Sales Limited, Garden Center, Convalescent or Nursing Home, Clinic, Outdoor Recreation Facility, Mortuary or Funeral Home, and Limited Manufacturing.

i. Where no vegetation, other than grass exists, new landscaping and plantings shall be installed at time of development within the 20-foot strip that meet the requirements of the City of Fairhope Tree Ordinance and receives approval by the City Horticulturist; otherwise the land may be left in its natural state and enhanced with the addition of trees and shrubs.

g. Any future rezoning to HTD may be conditioned so that the goals and intent of the Comprehensive Plan and Article V, Section I 1. Of the Zoning Ordinance are achieved.

h. For the purposes of Article IV, Section B.2.b. and the screening requirements of the City of Fairhope Tree Ordinance, the Highway Transitional District shall be considered commercial/business regardless of use.

Additionally,

HTD

Uses Permitted subject to general ordinance standards and conditions: Single-family, Two-family, Townhouse, Mixed-use, Elementary School, Secondary School, Education Facility, Library, Public Open Space, Common Open Space, General Office, Professional Office, Day Care, and Bed & Breakfast. Uses Permitted subject to special conditions listed in the ordinance: Accessory Dwelling, Home Occupation, and Convenience Store. Uses Permitted only on appeal and subject to special conditions: Multiplefamily/ Apartment, Place of Worship, Cemetery, Hospital, Community Center or Club, Public Utility, General

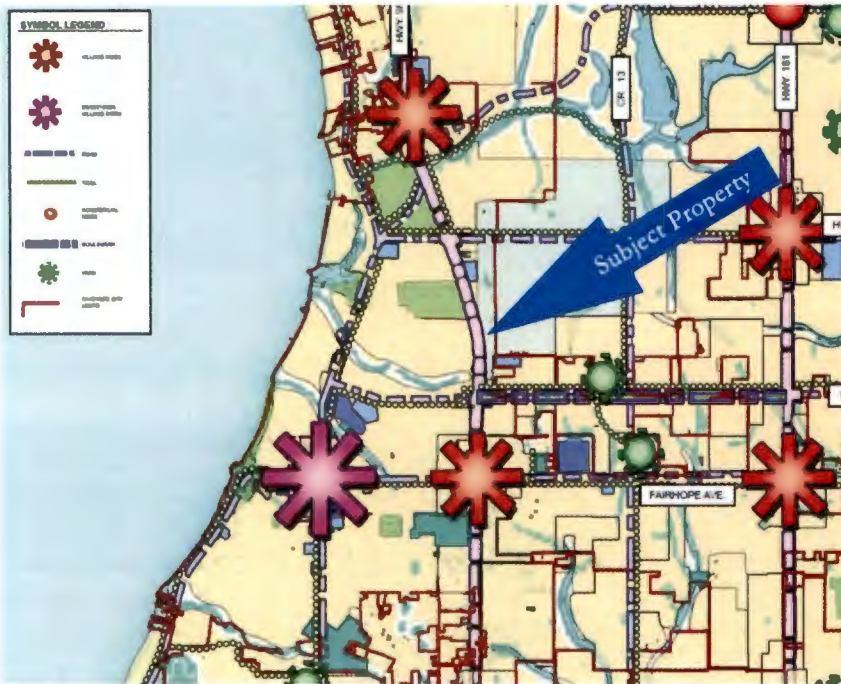
Criteria – The application shall be reviewed based on the following criteria:

(1) Compliance with the Comprehensive Plan;

Response:

Commercial development along Greeno Road has long been a source of debate. The citizens of Fairhope have expressed concern about continued commercialization on Greeno Road. Since 2001, the Comprehensive Plan

supported a village concept, with village cores containing the highest intensity of business uses. The nearest core, the Greeno Road Village Center, radiates from the intersection of Greeno Rd and Fairhope Ave. The subject site does not fall within the area of influence of the Greeno Road Village Center as shown on the map below.



Additionally, the Comprehensive Plan states the following regarding design guidelines, “Consider the creation of design guidelines for commercial development along Greeno Road that address items such as parking placement on site, build-to lines, drive-through locations, screening, pedestrian connectivity, and bicycle racks, among others.” As listed above, the Highway Transitional District (HTD) specifies dimension standards as well as use for proposed development within the district.

Staff finds that because the applicant does not currently have a proposed use for the property, rezoning to HTD will

allow for less intense uses than the previous request for B-2, if the property is occupied or redeveloped in the future.

(2) Compliance with the standards, goals, and intent of this ordinance;

Response: The R-1 district is designated for residential uses. A dwelling exists on the property currently. If rezoned to HTC, Highway Transitional District, the applicant has not expressed plans for redevelopment.

(3) The character of the surrounding property, including any pending development activity;

Response: The surrounding properties vary in terms of zoning district classification. The adjacent property to the north is R-1 and the adjacent property to the south is zoned PUD consisting of multi-family apartments.

(4) Adequacy of public infrastructure to support the proposed development;

Response: There are current structures with existing utilities adequate for single-family residential and the applicant has no plans for construction or redevelopment at this time.

(5) Impacts on natural resources, including existing conditions and ongoing post-development conditions;

Response: The applicants have no known plans of construction or redevelopment at this time.

(6) Compliance with other laws and regulations of the City;

Response: At the time of any redevelopment all applicable laws of the City will be applied. If granted, “Uses Permitted subject to general ordinance standards and conditions” will be allowed “by right”. “Uses Permitted subject to special conditions listed in the ordinance” or “Uses Permitted only on appeal and subject to special conditions” may be subject to additional approval.

(7) Compliance with other applicable laws and regulations of other jurisdictions;

Response: At the time of redevelopment all applicable laws will be applied.

(8) Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values; and,

Response: Because the applicants have not expressed any plans in terms of future use, Staff cannot anticipate any significant issues relating to this criterion at this time. However, if the property is developed commercially in the future, various impacts may be present. It is also important to note that if the property is recommended for approval by Planning Commission and approved by City Council, it is possible that there will not be another public hearing. Building permits would be reviewed by Staff prior to any construction.

(9) Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values.

Response: Staff cannot not anticipate any significant issues relating to this criterion. However, if the property is rezoned and developed commercially, the various impacts may be presented.

Recommendation:

Staff recommends APPROVAL for Case: ZC 20.05 520 N Greeno Road rezoning from R-1 to HTD.

ORDINANCE NO. ____

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

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

The ordinance known as the Zoning Ordinance (No. 1253), adopted 27 June 2005, together with the Zoning Map of the City of Fairhope, be and the same hereby is changed and altered in respect to that certain property described below:

After the appropriate public notice and hearing of the Planning Commission of the City of Fairhope, Alabama has forwarded a favorable recommendation,

The property of FST Wise Properties-TN, LLC generally located at the Northeast corner of Bancroft Street and Pine Avenue intersection, Fairhope, Alabama.

PPIN #: 386620

Legal Description: (Case number ZC 21.04)

Lot I, Bancroft & Pine Subdivision, A Resubdivision of a portion of Block 15, Division 4, City of Fairhope as recorded on Slide 2721-E in the office of the Judge of Probate, Baldwin County, Alabama.

The property is hereby rezoned from B-4 Business and Professional District to B-2 General Business District. This property shall hereafter be lawful to construct on such property any structures permitted by Ordinance No. 1253 and to use said premises for any use permitted or building sought to be erected on said property shall be in compliance with the building laws of the City of Fairhope and that any structure shall be approved by the Building Official of the City of Fairhope and that any structure be erected only in compliance with such laws, including the requirements of Ordinance No. 1253.

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

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

Adopted and approved this 28th day of June, 2021.

By: _____
Jack Burrell, Council President

Attest:

By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 28th day of June, 2021.

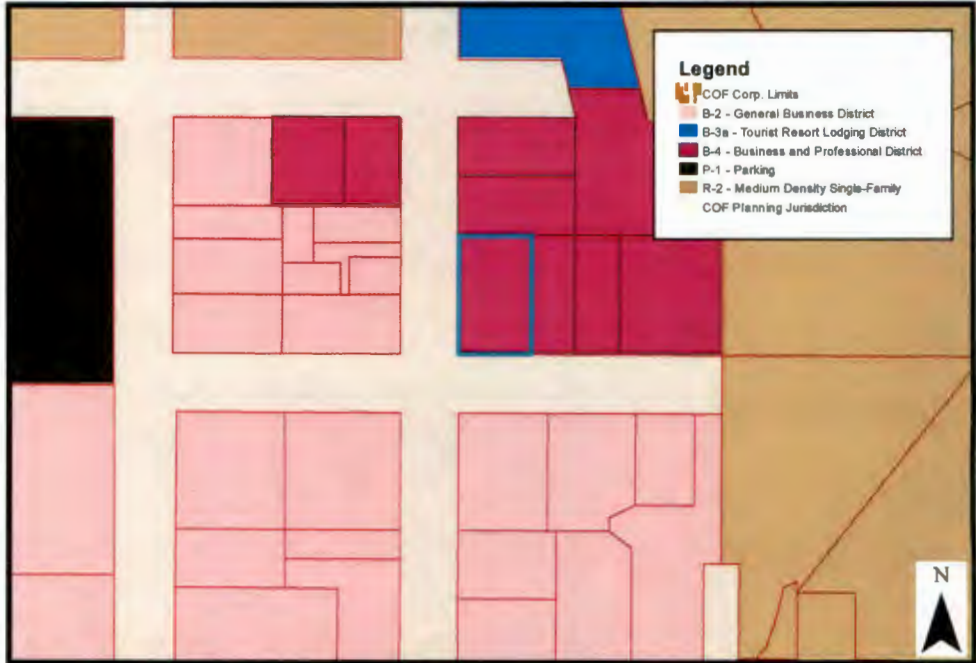
By: _____
Sherry Sullivan, Mayor

City of Fairhope City Council

June 28, 2021



ZC 21.04 - Rezone property from B-4 to B-2



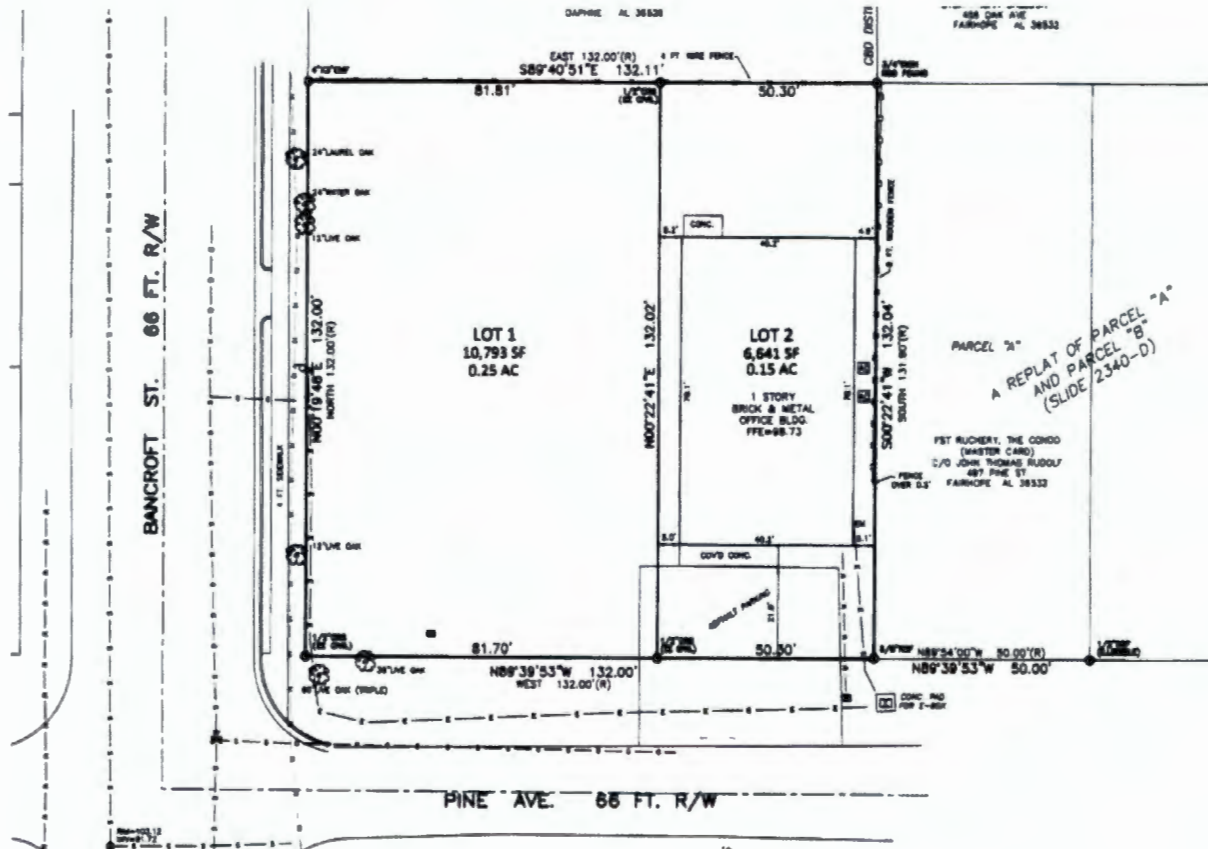
Project Name:	Bancroft and Pine B-4 to B-2
Site Data:	.25 Acre
Project Type:	Re-zoning Request
Jurisdiction:	Fairhope Planning Jurisdiction
Zoning District:	B-4
PPIN Number:	386620
General Location:	Northeast corner of Bancroft St and Pine Av intersection.
Surveyor of Record:	David Diehl, SE Civil
Engineer of Record:	Larry Smith, SE Civil
Owner / Developer:	John Wise
School District:	Fairhope Elementary School Fairhope Middle and High Schools
Recommendation:	Approved w/ Conditions
Prepared by:	Hunter Simmons



Summary of Request:

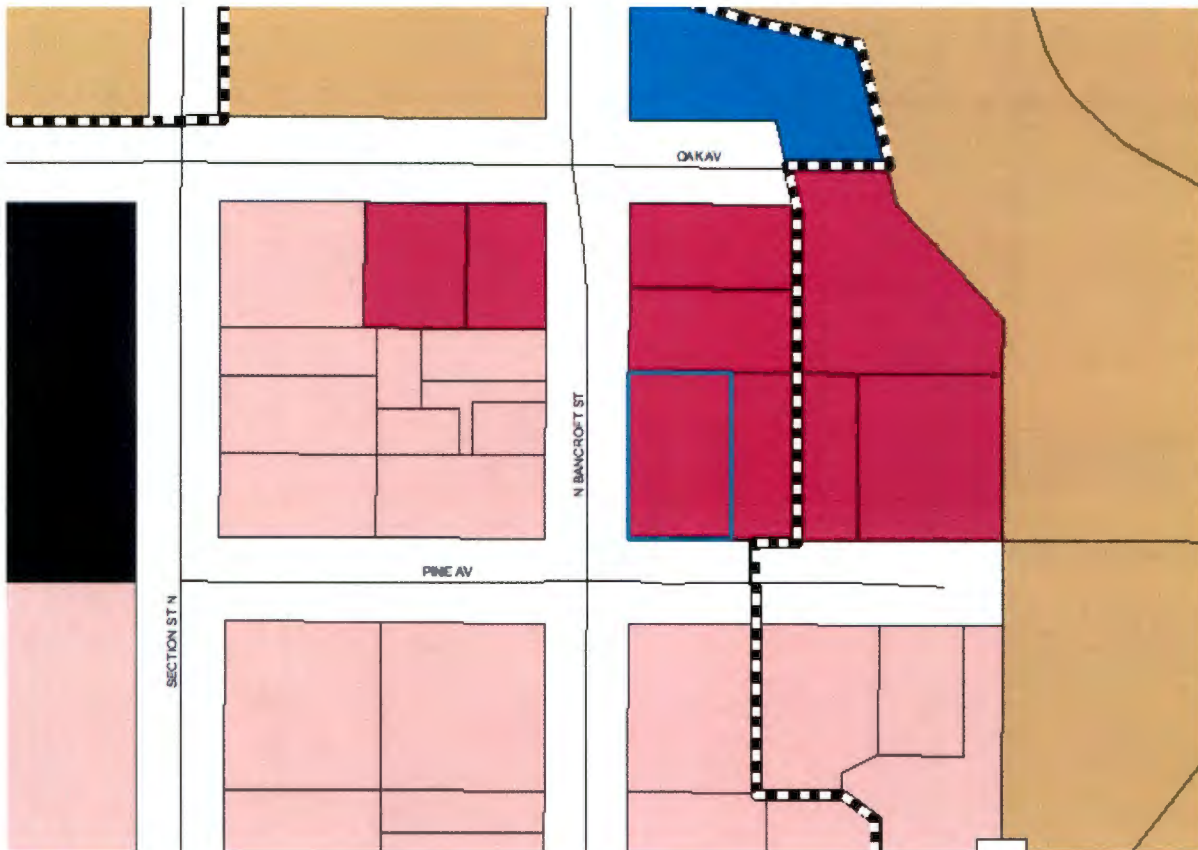
The applicant is requesting to rezone the subject property from B-4, Business and Professional District to B-2, General Business District. The property is approximately .25 acres and is located at the NE intersection of Bancroft St and Pine Av.

The subject property is a lot created in 2020 by the subdivision of parcel 05-46-03-37-0-007-069.504 (Subject property is shown as Lot 1 in the image below):



As a point of clarification, the application incorrectly requests re-zoning for parcel 05-46-03-37-0-007-069.504, but the subject property has been assigned a new parcel number; 05-46-03-37-0-007-069.507. The latter parcel number, which is also PPIN 386620, is the correct parcel. The applicant's maps correctly reference the correct parcel within the application.

The subject property, like it's parent parcel, is currently zoned B-4. The applicant would like to re-zone the property to B-2 and construct a mixed-use development. The subject property is located within the Central Business District (CBD). Generally, B-4 is located on the perimeter of the CBD where properties are next to residential neighborhoods. As seen in the illustration below, the subject property is bordered by B-4 to the north and east. Other properties at the intersection of Bancroft and Pine are currently zoned B-2.



Comments:

Due to the location of the property, and the character of adjacent property, the proposed zoning change does not appear to conflict with the vision and goals of the City’s comprehensive plan. However, the Planning Commission recently recommended a zoning text amendment that, to summarize, would require 50% of the ground floor of buildings in the CBD to be commercial. The City Council will soon consider the proposed amendment. Article V, Section B.3 of the City’s Zoning Code reads:

Uses – All uses permitted in the underlying zoning district are allowed in the CBD Overlay, provided that uses of property shall meet the intent of the Comprehensive Plan and Section E.1 of this Article. Any future rezoning in the CBD overlay may be conditioned so that the goals and intent of the Comprehensive Plan and Article V., Section B.1. of the Zoning Ordinance are achieved.

Because the proposed text amendment is ‘in progress’ and the Zoning Ordinance states “Residential and office is encouraged on the upper floors of buildings; lower floors are encouraged to be retail or restaurants” staff recommends adding a condition that mimics the intent of the proposed zoning text change amendment.

Recommendation:

Staff recommends Case: ZC 21.04 Bancroft & Pine B-4 to B-2 be **Approved with the following conditions:**

1. A minimum of 50 percent of the gross floor area on the ground floor of any building on subject property shall be dedicated to commercial uses. For the purposes of this calculation, gross floor area is defined as the total floor area contained on the ground floor within a building measured to the external face of external walls and shall include, but not be limited to, internal service areas, internal parking, internal stairwells, and internal common spaces. Retail and restaurants are encouraged on the ground floor adjacent to public streets.

ORDINANCE NO. ____

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

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

The ordinance known as the Zoning Ordinance (No. 1253), adopted 27 June 2005, together with the Zoning Map of the City of Fairhope, be and the same hereby is changed and altered in respect to that certain property described below:

After the appropriate public notice and hearing of the Planning Commission of the City of Fairhope, Alabama has forwarded a **favorable** recommendation,

The property of Roberta U. Harris; Stephen J. Urbaneck, II; and Margaret U. Dunnam generally located southeast corner of the intersection of County Road 48 and Blueberry Lane, Fairhope, Alabama.

Overland PUD

PPIN # 43640

Legal Description: (Case number ZC 21.01)

COMMENCE AT A RAILROAD SPIKE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 6 SOUTH RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, AND RUN THENCE SOUTH 00 DEGREES 20 MINUTES 38 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A CAPPED REBAR (FAIRHOPE) ON THE SOUTH RIGHT-OF-WAY OF FAIRHOPE AVENUE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF RIVER MILL UNIT 1, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 1541-B, BALDWIN COUNTY PROBATE RECORDS, FOR THE POINT OF BEGINNING; CONTINUE THENCE SOUTH 00 DEGREES 20 MINUTES 38 SECONDS WEST, ALONG THE WEST LINE OF SAID RIVER MIL UNIT 1, A DISTANCE OF 532.55 FEET TO A CAPPED REBAR (MOORE); THENCE RUN SOUTH 00 DEGREES 22 MINUTES 09 SECONDS WEST, CONTINUING ALONG SAID WEST LINE OF RIVER MILL, A DISTANCE OF 751.65 FEET TO A CAPPED REBAR (FAIRHOPE); THENCE RUN SOUTH 89 DEGREES 43 MINUTES 52 SECONDS EAST, A DISTANCE OF 1041.41 FEET TO A CAPPED REBAR (FAIRHOPE); THENCE RUN NORTH 00 DEGREES 19 MINUTES 01 SECONDS EAST, A DISTANCE OF 1285.40 FEET TO A CAPPED REBAR (FAIRHOPE) ON THE AFOREMENTIONED SOUTH RIGHT-OF-WAY OF FAIRHOPE AVENUE; THENCE RUN NORTH 89 DEGREES 47 MINUTES 51 SECONDS WEST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 1040.47 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 30.70 ACRES, MORE OR LESS.

1. **That**, attached as "Exhibit A" is an approved site plan. The property must develop in substantial conformance with the approved site plan and supporting documents. Any substantial deviation from the attached site plan, as determined by the Director of Planning, will require re-approval by the Planning Commission and the City Council of the City of Fairhope, Alabama, as a PUD amendment.
2. **That**, attached as "Exhibit B" is an approved Master Development Plan (MDP). The property must develop in substantial conformance with the approved MDP. Any substantial deviation from the attached MDP, as determined by the Director of Planning, will require re-approval by the Planning Commission and the City Council of the City of Fairhope, Alabama, as a PUD amendment.

Ordinance No. _____

Page -2-

3. That, the following development regulations shall govern:

Overall Development:

Lots: There shall be 62 lots total.

Use: In general, the project is restricted for residential use. The uses are specifically described within the Site Plan and Master Development Plan that include:

- | | |
|----|---|
| 61 | Single Family Residential Lots |
| 1 | Multifamily Lot consisting of a maximum of 4 quadplexes |

Dimension Standards: Dimensional standards shall follow the layout on the approved site plan.

Density: 2.51 UPA.

Sidewalks and Street Trees: All sidewalks and street trees shall be installed prior to submission of Final Plat Approval, including sidewalks along Fairhope Avenue.

Drainage and Detention: Drainage and detention shall meet the Stormwater Standards in the Fairhope Subdivision Regulations.

Buffers: Buffers shall meet the applicable requirements of all City of Fairhope Regulations.

Single Family Residential Development:

Lots: There shall be 61 single family residential lots.

Use: Lots shall be single family residential.

Setbacks: Front – 25', Rear – 25', Side – 5', and Street Side – 20'.

Principle Structure Lot Coverage: Shall not exceed 45% of the total lot.

Building Height: Maximum building height shall not exceed 30'.

Lot Size: Minimum lot size shall be 6,500 square feet.

Multi-Family Residential Development:

Lots: There shall be 1 multi-family residential lot.

Use: Lot shall be multi-family residential with a maximum of 16 townhome units located in 4 quadplexes.

Setbacks: As shown on site plan.

Building Height: Maximum building height shall not exceed 35'.

The property is hereby initially zoned Planned Unit Development (PUD) concurrent with annexation into the City of Fairhope. This property shall hereafter be lawful to construct on such property any structures permitted by Ordinance No. 1253 and to use said premises for any use permitted or building sought to be erected on said property shall be in compliance with the building laws of the City of Fairhope and that any structure shall be approved by the Building Official of the City of Fairhope and that any structure be erected only in compliance with such laws, including the requirements of Ordinance No. 1253.

Ordinance No. _____

Page -3-

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

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

Adopted and approved this 28th day of June, 2021.

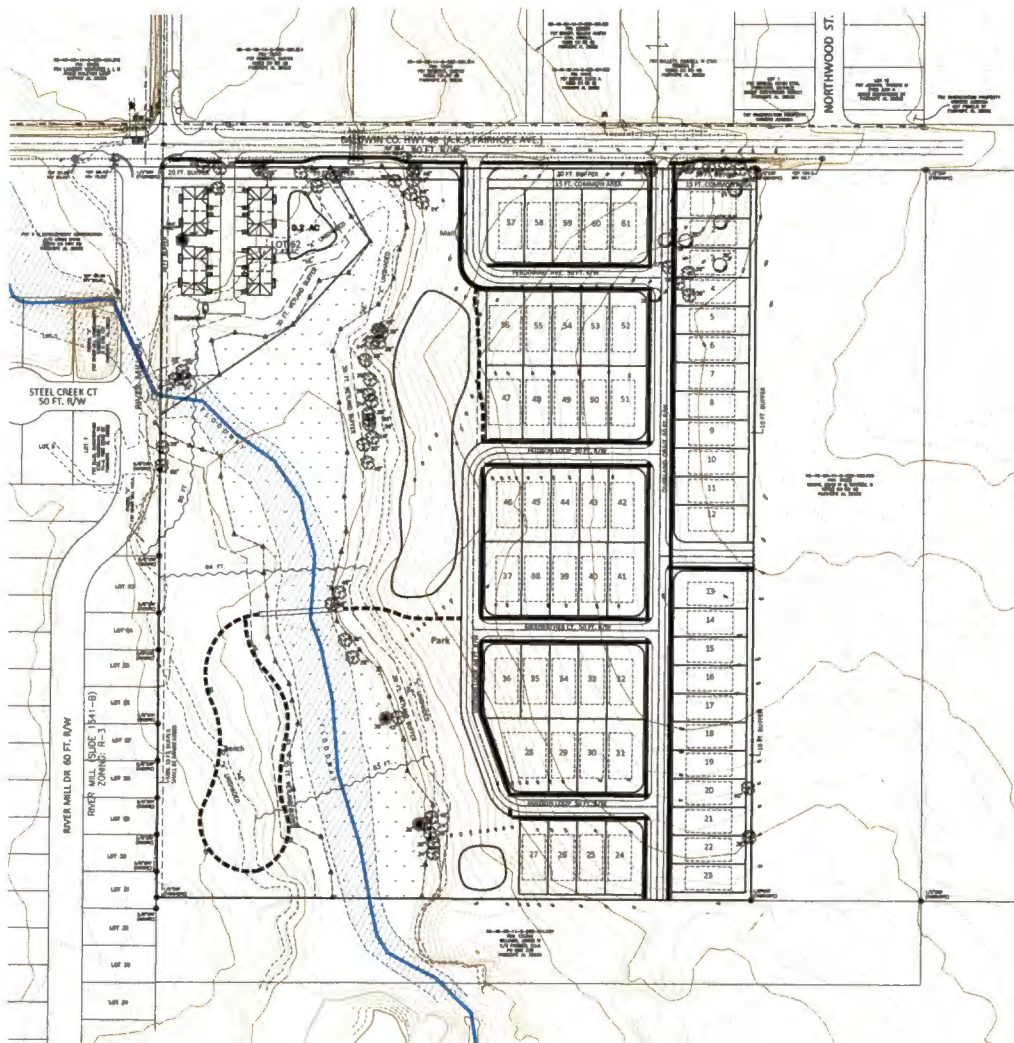
By: _____
Jack Burrell, Council President

Attest:

By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 28th day of June, 2021.

By: _____
Sherry Sullivan, Mayor



FLOOD STATEMENT
 PROPERTY LIES IN FLOOD ZONE "C".
 "C"=SHADED, "AC" AND A FLOODWAY AS
 SCALED FROM FLOOD INSURANCE RATE MAP
 NUMBER 0103030644M, COMMUNITY NUMBER
 010300, PANEL 0664, SUFFIX "M", DATED
 APRIL 19, 2019

OVERLAND

A PLANNED UNIT DEVELOPMENT

OWNER
 ROBERTA U. HARRIS, STEPHEN
 JOHN URBANEK II, AND
 MARGARET URBANEK DUNNAM
 10824 U.S. HWY 88
 FAIRHOPE AL 36532

DEVELOPER:
 68V PAYDIRT, LLC
 29891 WOODROW LANE, SUITE 300
 SPANISH FORT AL 36527

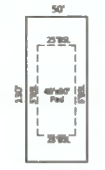
PARCEL NO: 05-46-06-14-0-000-002.000

SITE DATA

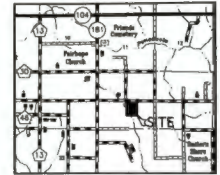
CURRENT ZONING: NONE
 PROPOSED ZONING: P.U.D.
 MAX BLDG HEIGHT (SF): 30 FT
 MAX BLDG HEIGHT (TH): 35 FT
 MAX COVERAGE:
 (PRINCIPAL STRUCT) 45%
 MINIMUM HOUSE: 1,800 SF
 LIN. FT. STREETS: 3,468 LF
 S.F. LOTS: 61
 M.F. UNITS: 16
 TOTAL UNITS: 77
 DENSITY: 2.51 / AC
 MINIMUM LOT: 6,500 SF
 SMALLEST LOT: 6,500 SF
 LARGEST SF LOT: 11,338 SF
 AVG LOT: 7,087 SF
 LARGEST LOT: 2.42 AC (T.H. PARCEL)
 COMMON AREAS: 14.89 AC (46%)
 TOTAL AREA: 30.70 AC

S.F. REQUIRED SETBACKS:
 FRONT: 25 FEET
 REAR: 25 FEET
 SIDE: 5 FEET
 SIDE STREET: 20 FEET

WATER SERVICE: CITY OF FAIRHOPE
SEWER SERVICE: CITY OF FAIRHOPE
ELECTRIC SERVICE: BALDWIN EMC
TELEPHONE SERVICE: AT&T



TYPICAL LOT



VICINITY MAP
 1" = 1 MILE

LAND USE PERCENTAGES

Single Fam. (Residential)	13.55 Ac	44%
Townhome (Residential)	0.85 Ac	3%
Wetlands	5.18 Ac	17%
Ponds	1.5 Ac	5%
Upland Open Space	8.57 Ac	28%
Buffers	1.07 Ac	3%
T O T A L	30.7 Acres	100%

GREEN SPACE DENSITY CALCULATION

30.70 TOTAL GROSS ACRES
 -11.19 R.O.W., DETENTION & WETLANDS
 19.51 ACRES

77/19.51 = 3.94 UNITS PER ACRE (G.S. DENSITY)
 15% REQUIRED (4.61 AC.)

QUALIFYING GREEN SPACE CALCULATION

8.57 UPLAND AREAS
 0.45 30% OF PONDS
 9.02 TOTAL ACRES (29.4% OF TOTAL SITE)

SURVEYOR'S CERTIFICATE

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

COMMENCE AT A RAILROAD SPIKE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 8 SOUTH RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, AND RUN THENCE SOUTH 00 DEGREES 20 MINUTES 38 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A CAPPED REBAR (FAIRHOPE) ON THE SOUTH RIGHT-OF-WAY OF FAIRHOPE AVENUE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF RIVER MILL UNIT 1, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLICE 1041-B, BALDWIN COUNTY PROBATE RECORDS, FOR THE POINT OF BEGINNING; CONTINUE THENCE SOUTH 00 DEGREES 20 MINUTES 38 SECONDS WEST, ALONG THE WEST LINE OF SAID RIVER MILL UNIT 1, A DISTANCE OF 532.55 FEET TO A CAPPED REBAR (MOORE); THENCE RUN SOUTH 00 DEGREES 22 MINUTES 09 SECONDS WEST, CONTINUING ALONG SAID WEST LINE OF RIVER MILL, A DISTANCE OF 751.65 FEET TO A CAPPED REBAR (FAIRHOPE); THENCE RUN SOUTH 89 DEGREES 43 MINUTES 52 SECONDS EAST, A DISTANCE OF 1041.41 FEET TO A CAPPED REBAR (FAIRHOPE); THENCE RUN NORTH 00 DEGREES 19 MINUTES 01 SECONDS EAST, A DISTANCE OF 1285.40 FEET TO A CAPPED REBAR (FAIRHOPE) ON THE AFOREMENTIONED SOUTH RIGHT-OF-WAY OF FAIRHOPE AVENUE, THENCE RUN NORTH 89 DEGREES 47 MINUTES 53 SECONDS WEST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 1040.47 FEET TO THE POINT OF BEGINNING; TRACT CONTAINS 30.70 ACRES, MORE OR LESS.

David E. Diehl 01-19-2021
 DAVID E. DIEHL, AL P.L.S. NO. 28014 DATE



SURVEY NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL.





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

PETITION FOR ANNEXATION

STATE OF ALABAMA)
COUNTY OF BALDWIN)

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

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

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

This petition is for R-1 Zoning

Planned Unit

X The condition of the Petition is that zoning be established as Development Concurrent with Annexation.
(Zoning Request)

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

Roberta U. Harris
Signature of Petitioner

ROBERTA U. HARRIS
Print petitioner's name

Stephen John Ubarnek II
Signature of Petitioner

Stephen John Ubarnek II
Print petitioner's name

Margaret Williams Dunnam
Signature of Petitioner

Margaret Ubarnek, Dunnam
Print petitioner's name

Physical Address of property being annexed: Co Rd 48

Petitioner's Current Physical Address: 70824 US Hwy 98 FAIRHOPE, AL 36534 Petitioner's Current Mailing Address: SAME

618 Weeping Willow SE, Fairhope, AL 36532 Same

16 Quail Loop, Fairhope, AL 36532 Same

Telephone Number(s): _____
Home Work

County Tax Parcel Number: 05-46-06-14-0-000-002.000

NOV 11 2006
BY: RP

U.S JUSTICE DEPARTMENT INFORMATION

Size of property (acres or square feet) 30.7 Acres

If property is occupied, give number of housing units Vacant

Number of Persons residing in each unit, and their race 0

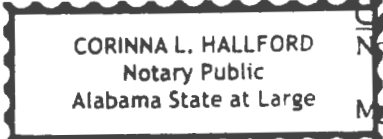
If property is unoccupied, give proposed use Mixed Use Residential

If property is being developed as a subdivision, give subdivision name
Overland, A Planned Unit Development

Number of lots within proposed subdivision 78 Units

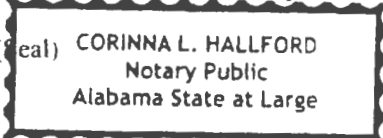
I, Corinna L. Hallford, a Notary Public in and for said State and County, hereby certify that Robert A. Harris whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed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

Given under my Hand and Seal this 27th day of October, 20 20,

(Seal)  Corinna L Hallford
Notary Public
My commission expires 06/12/2024

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

Given under my Hand and Seal this 27th day of October, 20 20,

(Seal)  Corinna L Hallford
Notary Public
My commission expires 06/12/2024

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

Given under my Hand and Seal this 27th day of October, 20 20,

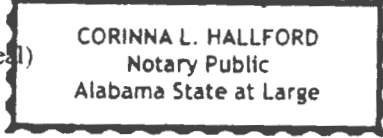
(Seal)  Corinna L Hallford
Notary Public
My commission expires 06/12/2024

Exhibit AA
30.70 Ac.

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 3/19/2014 2:21 PM
TOTAL \$ 16.00
3 Pages

1446731

STATE OF ALABAMA
COUNTY OF BALDWIN



TRUSTEE'S DEED

KNOW ALL MEN BY THESE PRESENTS: That ROBERTA U. HARRIS, as Trustee of the Robert C. Urbanek Revocable Trust Dated June 20, 2011, and pursuant to the terms of said trust, hereinafter referred to as Grantor, hereby GRANTS, BARGAINS, SELLS and CONVEYS unto ROBERTA U. HARRIS, STEPHEN JOHN URBANEK, II and MARGARET URBANEK DUNNAM, hereinafter referred to as Grantees, as tenants in common, their heirs and assigns, subject to any matters set out below, the following described real estate situated in Baldwin County, Alabama, viz:

The Northwest Quarter of the Southeast Quarter of Section 14, Township 6 South, Range 2 East, Baldwin County, Alabama, containing forty (40) acres, more or less, EXCEPTING THEREFROM, nine (9) acres, more or less, previously conveyed to Wesley Grant.

Together with, all and singular, the rights, benefits, privileges, improvements, tenements, hereditaments and appurtenances unto the same belonging or in any wise appertaining.

TO HAVE AND TO HOLD unto the said Grantees as tenants in common, their heirs and assigns, in fee simple, FOREVER.

And, except for any matters set forth above and taxes hereafter falling due, the Grantor, for herself and her successors and assigns, hereby covenants and warrants with and unto the Grantees, their heirs and assigns, that said trust is seized of an indefeasible estate in fee simple in and to all of the property hereinabove conveyed; that the same is free from all liens and encumbrances; that she, as Trustee, has a good right to convey the same as herein conveyed; that she, as Trustee, will guarantee the peaceable possession thereof and she, as Trustee, and her successors and assigns shall forever warrant and defend the same unto the Grantees, their heirs and assigns, against the

lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal on this the 18 day of March, 2014.

Roberta U. Harris
ROBERTA U. HARRIS, as Trustee of the Robert C. Urbanek
Revocable Trust Dated June 20, 2011.

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that ROBERTA U. HARRIS, as Trustee of the Robert C. Urbanek Revocable Trust Dated June 20, 2011, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 18th day of March, 2014.

Franka S. Roland
Notary Public, Baldwin County, Alabama
My Commission Expires: 1/17/14

PROPERTY ADDRESS:

GRANTOR'S ADDRESS:
10824 U. S. Highway 98
Fairhope, Alabama 36532

GRANTEES' ADDRESS:

c/o Roberta U. Harris
10824 U. S. Highway 98
Fairhope, Alabama 36532

THIS DOCUMENT WAS PREPARED BY:

SAMUEL N. CROSBY of

STONE, GRANADE & CROSBY, P.C.

Attorneys at Law

8820 U. S. Highway 90

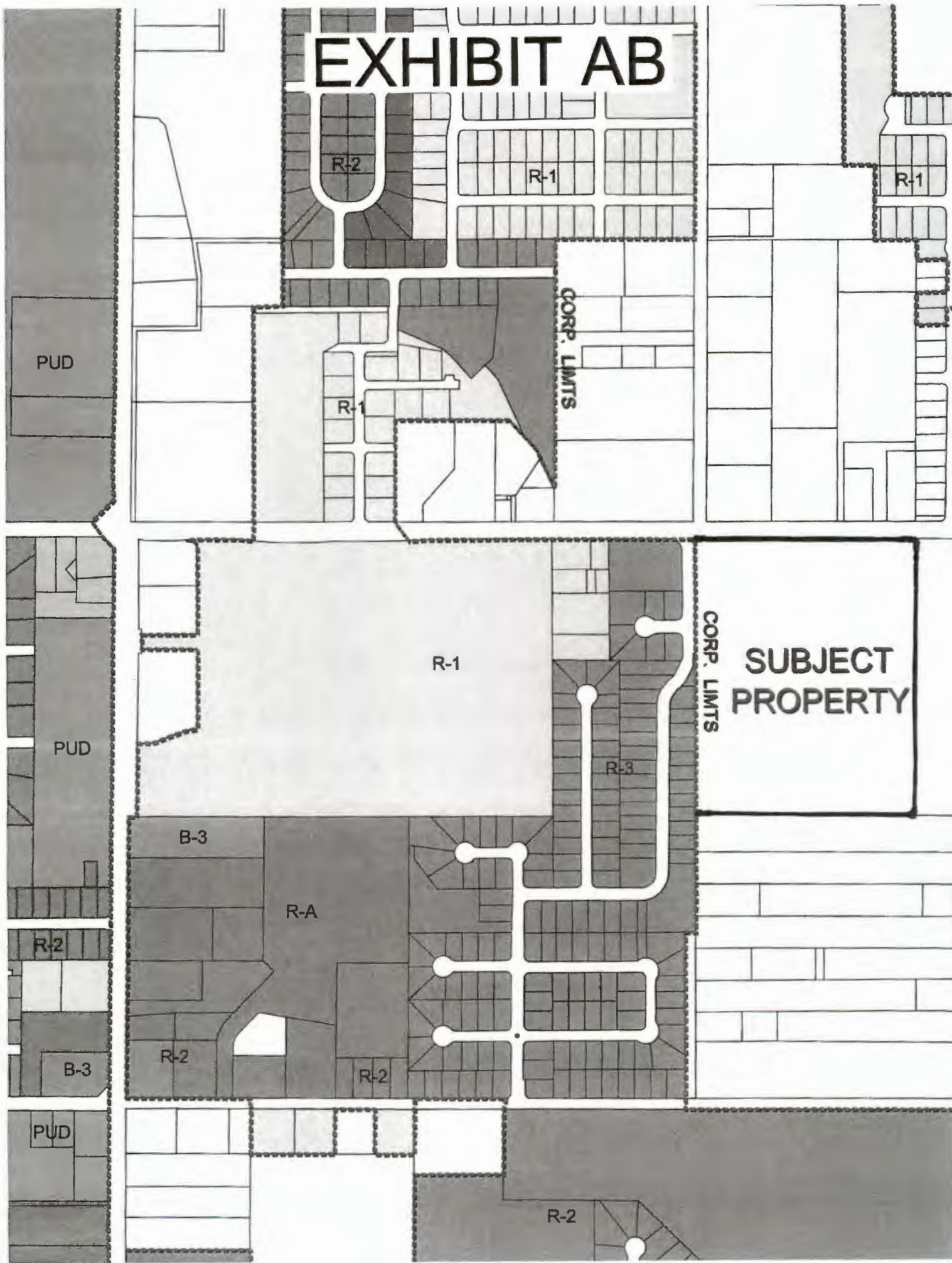
Daphne, Alabama 36526

(251) 626-6696

SNC/br

00288546.WPD

EXHIBIT AB



Planning Commission recommends approval with conditions. The following votes were tallied:

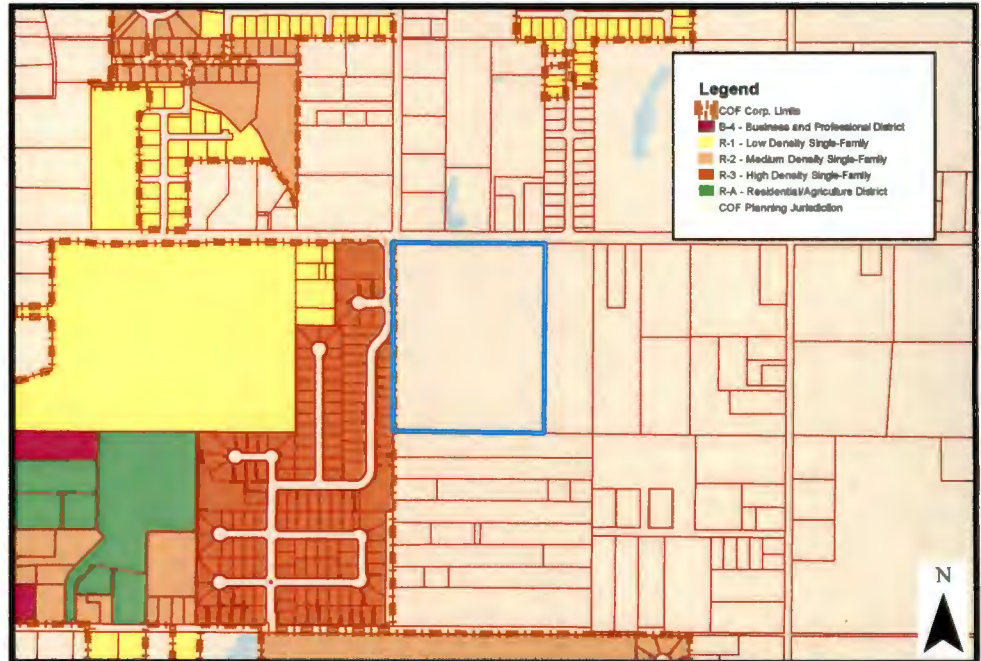
Ayes - 8
Nays - 0

City of Fairhope City Council

June 14, 2021



ZC 21.01 - Overland



Project Name:

Overland

Site Data:

30.70 acres

Project Type:

Conditional Annexation

Jurisdiction:

Fairhope Planning Jurisdiction

Zoning District:

Unzoned

PPIN Number:

43640

General Location:

Located at the southeast corner of the intersection of County Road 48 and Blueberry Lane, to be known as Overland.

Surveyor of Record:

S.E Civil

Engineer of Record:

S.E Civil

Owner / Developer:

Roberta U. Harris, etal

School District:

Fairhope East Elementary School
Fairhope Middle and High Schools

Recommendation:

Approved with conditions

Prepared by:

Carla Davis



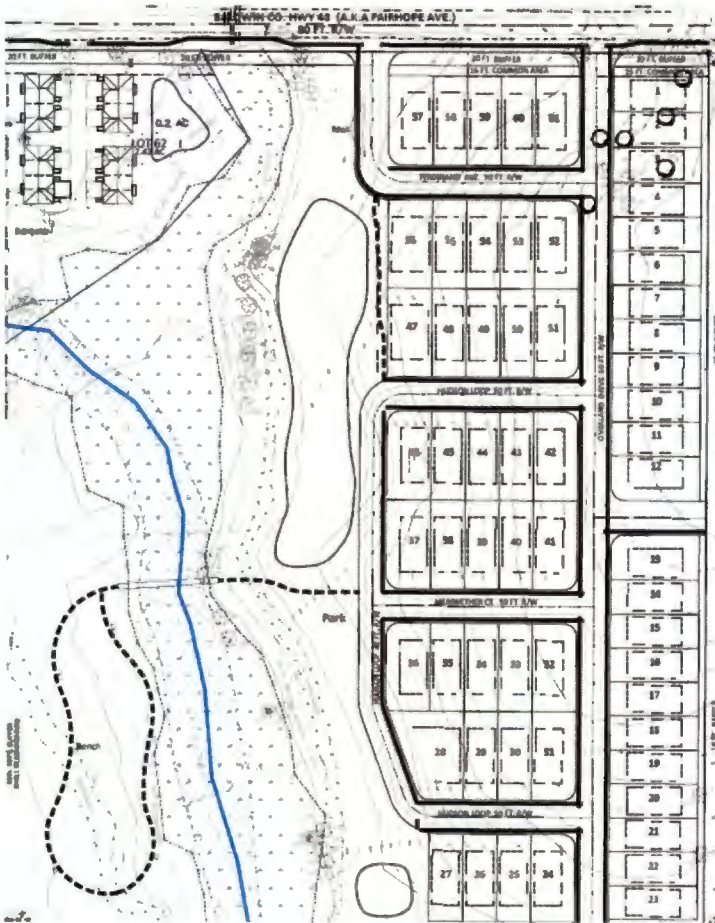
Summary of Request:

The applicant is requesting an initial zoning of PUD (Planned Unit Development) conditional upon annexation. The property is approximately 30.7 acres and is located at the at the southeast corner of the intersection of County Road 48 and Blueberry Lane, to be known as Overland.

The applicant describes the project as a “age-targeted community” for citizens 55 years of age and older; however, they do not plan to restrict buyers under the age of 55. The project consists of 61 Single-Family lots and 16 Townhome Apartments. As proposed, the single-family portion will be accessed by standard streets that will be dedicated to The City of Fairhope. The applicant is proposing 7 different housing layouts with maximum lot coverage of the principal structure not to exceed 45%. The maximum building height will be 30 feet. The minimum house size will be 1,600 square feet with the smallest lot being 6,500 square feet. All the housing designs offer a 2-car garage included in the layout of the home.

The 16-unit townhomes will be accessed by a private asphalt drive and will be a minimum of 1,200 square feet each. The maximum building height will be 35 feet. Exterior materials will consist of hardie board, wood and vinyl eaves. The driveways will be concrete, and each townhome will be accompanied with a single car garage included as a part of the design layout.

The development will utilize City of Fairhope water, sewer and gas services; Baldwin EMC for electrical service; and AT &T for the telephone service. A preliminary utility plan has also been submitted for review.



Comments:

The proposed 61 Single-Family dwelling and 16 unit Townhome Apartment development does not seem to be out of character with the surrounding area. It appears that majority of the city’s zoning districts in the area are residential and range from R-3, High Density to R-1, Low Density zonings. There are also additional PUD’s which include both residential and commercial developments. The subject site is near a Village Node as contemplated by the city’s Comprehensive Plan.

Per the site data table, the proposed density for this project is roughly 2.51 units per acre. In the narrative, the applicant referenced other subdivisions within a general vicinity such as River Mill, River Station, Gayfer Estates Plantation, Arlington Farms, Falls Creek, and The Oaks at Fairhope and the overall density requested for this development does appear to keep in line with the neighboring developments. Most of the lots will be 6,500 square feet, with the largest lot being 11,388 square feet. As proposed, lots will be roughly 50’ wide and 130’ in length. The average lot is 7, 087 square feet with 25’ front and rear yard setbacks, and 5’ side yard setback except where there is a corner lot which will be a 20’ side street setback.

Area Neighborhoods

River Mill	Acreage	Lots	Density
Phase 1	15.3	36	2.35
Phase 2	8.92	33	3.70
Phase 3	12.6	32	2.54
Phase 4	19.6	61	3.11
TOTAL	56.42	162	2.87

River Station	Acreage	Lots	Density
Phase 1	9.85	31	3.15
Phase 2	13.01	27	2.08
Phase 3	8.75	27	3.09
TOTAL	31.61	85	2.69

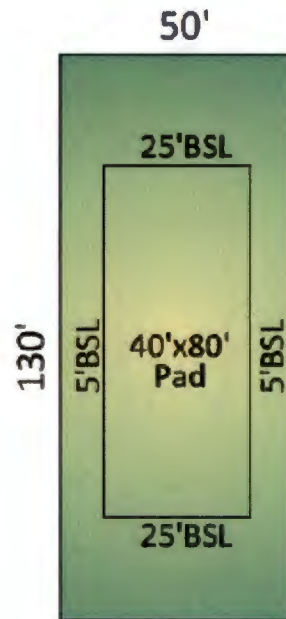
Gayfer Estates Plantation	Acreage	Lots	Density
Phase 1	22.28	47	2.11
Phase 2	16.7	47	2.81
TOTAL	38.98	94	2.41

Arlington Farms	Acreage	Lots	Density
Phase 1	11.07	19	1.72
Phase 2	14.73	22	1.49
TOTAL	25.8	41	1.59

Falls Creek	Acreage	Lots	Density
Phase 1	30.51	62	2.05
TOTAL	30.51	62	2.03

The Oaks at Fairhope	Acreage	Lots	Density
	4.8	50	10.42
TOTAL	4.8	50	10.42

Cumulative Totals	188.1	494	2.63
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TYPICAL LOT

The site plan illustrates 9.0 acres of greenspace, which is roughly 29.4% of the total site. This exceeds the 15% requirements for greenspace. The total overall common area will be 14.89 acres (48.5%).

The site plan depicts a 10’ buffer along the perimeter of the site. The 20’ greenspace buffer as required per the Tree Ordinance is depicted along Fairhope Avenue and a 15’ common area is also depicted between lots 57-61 and Lot 1. A 6’ wooden privacy fence will be built along the rear lot lines of lots 1-23 at the time of construction (eastern perimeter).

The layout of the site promotes connectivity and provides sidewalks along all street frontages, including a sidewalk on Fairhope Avenue (Hwy 48) with a bridge crossing the wetlands. The plan depicts a mulch trail system, walking bridge to access the proposed nature trail which will also include a park and benches located along the trail. There are also dog waste stations, and pond fountains dispersed throughout the development. If approved, the applicant has an estimated construction start time of 8 months, roughly by November 2021. The development will be constructed as a single phase. A three to five year build out is projected. Townhome apartments are projected for completion by December 2021.

An unsigned copy of the Declaration of Covenants is included within the Master Development Plan. a portion of the Covenants pertaining to sidewalks is inconsistent with City of Fairhope Subdivision Regulations. The portion is listed below:

(c) All sidewalks shall be constructed along the street right-of-way of each lot as noted on the Plat of Subdivision or as required by the City of Fairhope, Alabama. Accordingly, each site plan submitted to the Architectural Review Committee shall show the location and material to be used for construction of the sidewalk, all as required and approved by the Architectural Review Committee. Each owner shall construct or cause to be constructed on his or her Lot approved sidewalk upon completion of the house on his or her lot before occupancy thereof.

The covenants state all sidewalks are to be built by each owner on their lot. Sidewalks are shown within the ROW. Subdivision regulations require sidewalks and street trees to be installed prior to applying for Final Plat approval. Covenants do not override zoning code or subdivision requirements, but in an effort to avoid confusion, staff is memorializing when sidewalks and street shall be installed via a condition of approval.

Fairhope's Zoning Ordinance (Article II Section C.1.e) contains nine (9) criteria by which an application for re-zoning shall be reviewed:

(1) Compliance with the Comprehensive Plan;

Response: Meets. As proposed, the subject property and several surrounding properties are recommended for Residential use by the "Preferred Land Use Plan" as outlined in the 2015 Comprehensive Plan.

(2) Compliance with the standards, goals, and intent of this ordinance;

Response: Meets. This area is identified as a village node, it is important to point out that villages are located at or near the intersections of large corridors, their characteristics will be much different than Downtown Fairhope and other places throughout the city while still promoting connectivity and adequate density.

(3) The character of the surrounding property, including any pending development activity;

Response: Meets. The surrounding area is actively developing with both residential and commercial development.

(4) Adequacy of public infrastructure to support the proposed development;

Response: Meets. As proposed, the development will have City of Fairhope water, sewer and gas services and Baldwin EMC for electric.

(5) Impacts on natural resources, including existing conditions and ongoing post-development conditions;

Response: If approved, the development will go through the subdivision process for which compliance with all regulations will be enforced.

(6) Compliance with other laws and regulations of the City;

Response: If approved, the development will go through the subdivision process for which compliance with all regulations will be enforced.

(7) Compliance with other applicable laws and regulations of other jurisdictions;

Response: N/A.

(8) Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values; and,

Response: Meets. The proposed development does not appear to have any adverse effects to the surrounding area.

(9) Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values.

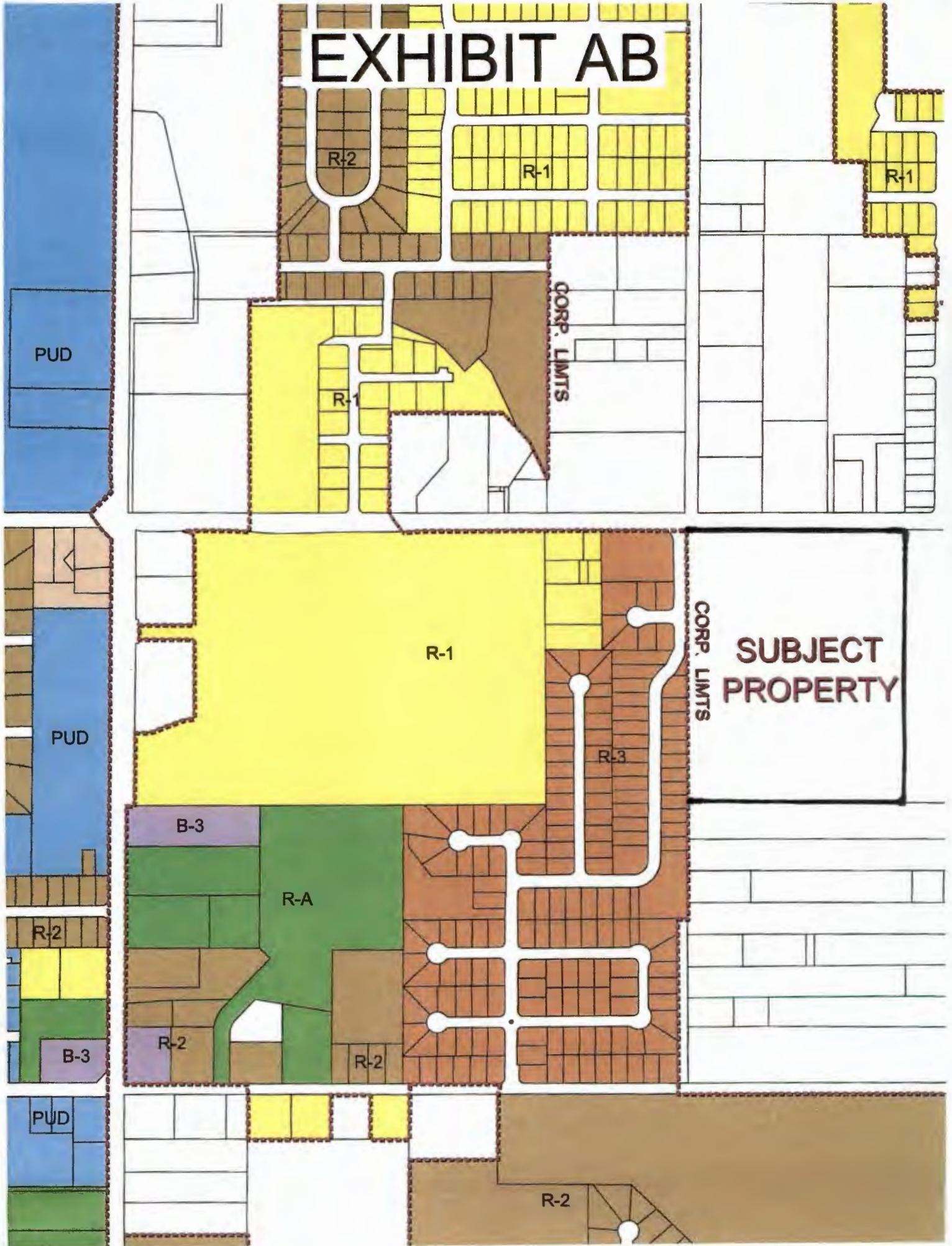
Response: Meets. The proposed development does not appear to have any adverse effects to the surrounding area.

Recommendation:

Staff recommends Case # ZC 21.01 Overland PUD amendment for PPIN 43640 be approved with the following conditions:

1. All sidewalks and streets shall be installed prior to submission of Final Plat Approval, including sidewalk along Fairhope Avenue.

EXHIBIT AB



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF FAIRHOPE REPEALING AND REPLACING SECTION 21-21 BY THE ADOPTION OF THE FOLLOWING ELECTRIC RATES FOR ALL CUSTOMERS OF THE CITY

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

SECTION ONE. Code of Ordinances, City of Fairhope, Alabama, Chapter 21 Utilities and Services, Section 21-21, is hereby repealed and replaced as per the following monthly rates:

Section. 21-21. - Rates--Regular service.

(a) *Base rates.* The following monthly rates for all electric customers served by the city:

- (1) *Residential R1:* Applicable to single residences, individually metered mobile homes, and individual family apartments where cost of service is paid by the occupant.

Customer Charge: \$13.00 per month (Minimum), plus
First 3000 KWH/month @ \$0.103660, plus
All Over 3000 KWH/month @ \$0.114540, plus FCA & Tax

- (2) *Commercial C1:* Applicable to nonresidential power service where the maximum fifteen-minute interval integrated demand does not exceed 49 kw.

Customer Charge: \$33.50 per month (minimum), plus
All KWH/month @ \$0.109907, plus FCA & tax

- (3) *Industrial II:* Applicable to nonresidential electric service where the maximum fifteen-minute interval integrated demand is 50 kw or more.

Customer Charge: \$82.00 per month (minimum), plus
Demand: All demand @ \$8.46 per KW/month; minimum demand is 75% of highest demand imposed during preceding 11 months, but not less than 38 KW = \$321.44, plus
Energy:
First 20,000 KWH/month @ \$0.084817, plus
All Over 20,000 KWH/month @ \$0.079081, plus FCA & tax

- (4) *Hospital HI:* Applicable to hospital electric service where the maximum 15-minute interval integrated demand is 500 KW or more.

Customer Charge: \$82.00 per month (Minimum), plus
Demand: All demand @ \$8.46 per KW/month; minimum demand is 75% of highest demand imposed during preceding 11 months, but not less than 38 KW = \$321.44, plus
Energy:
First 20,000 KWH/month @ \$0.08480, plus
All Over 20,000 KWH/month @ \$0.0720, plus FCA & tax

- (5) *Schools M1:* Applicable to public and private primary and secondary schools, regardless of size of their electrical requirements.

Customer Charge: \$13.00 per month (minimum), plus
All KWH/month @ \$0.103660, plus FCA & tax

- (6) *Eleemosynary M2*: Applicable to churches and nonprofit organizations who receive the majority of their support from charitable contributions.

Customer Charge: \$13.00 per month (minimum), plus
 All KWH/month @ \$0.103660, plus FCA & tax

- (7) *Eleemosynary M2I*. Applicable to churches and non-profit organizations who receive the majority of their support from charitable contributions where the maximum 15-minute interval integrated demand is fifty (50) KW or more.

Customer Charge: \$13.00 per month (Minimum), plus
 Demand: All Demand @ \$3.80 per KW/month; Minimum Demand is 75% of highest demand imposed during preceding 11 months, but not less than 38 KW = \$144.30, plus
 Energy: ALL KWH/month @ \$0.058323, plus FCA & Tax

- (8) *City use M3*: Applicable only to City of Fairhope accounts and departments.

ALL KWH @ \$0.10287 per KWH, plus FCA & tax, if not exempt. No minimum, plus FCA & tax.

- (9) *Security lights*: The following monthly security light rentals assume city ownership of treated pine pole, mounting brackets and hardware, open lighting fixture lamp, photoelectric control, and one (1) span of # six (6) aluminum overhead duplex cable. Customers shall be billed for additional installation costs for equipment and work which exceed the above standard installation. Customers shall be responsible for all charges due to vandalism or abuse.

Metal halide or mercury	Lumens	Monthly rental, plus tax.
175 W.	8,600	\$ 9.58
250 W.	12,100	\$13.71
400 W.	22,500	\$21.91

High pressure sodium:	Lumens	Monthly rental, plus tax.
100 W.	9,500	\$ 9.58
150 W.	15,000	\$ 8.21
200 W.	22,000	\$11.55
250 W.	22,500	\$13.71
400 W.	50,000	\$21.91

LED	Monthly rental, plus tax.
XNV	\$ 8.17
XNV2	\$13.65

- (10) *Temporary or seasonal service surcharge*: When commercial or industrial service is provided for a period of less than one (1) year continuously or is seasonal or temporary, a surcharge of twenty-five (25) per cent shall be added to each month's bill, before applying tax, after the bill has been computed in accordance with the applicable rate schedule. No monthly minimum or other charge is to be made during the period that service is disconnected. For each nonrecurring temporary service where it is necessary for a temporary service pole to be set and/or a temporary service drop to be installed from existing utility facilities, the city may assess additional charges to recover the cost of installing and removing such service.

- (11) *Tax*: The four (4) per cent Alabama Utilities Gross Receipts Tax is applicable to all rates, except exempt accounts of city, state, and federal governments. Should any other state or federal tax be levied, it shall be charged in addition.

- (b) *Schedule FCA.* Schedule FCA shall provide for the monthly fluctuation in wholesale "fuel adjustment cost" changes as currently reflected in the monthly purchased power invoice received from the Alabama Municipal Electric Authority ("AMEA"). In the event schedule FCA results in a negative factor, such negative FCA factor shall be applied to each customer's monthly bill. All FCA factors shall be rounded off to the nearest one-thousandth of a mill (\$0.000000).

The FCA shall be calculated from the total current billing period's wholesale fuel adjustment charges billed from supplier(s) and then billed at retail by the city, as follows:

$$FCA = (F+A)/R$$

Where:

F = Total estimated wholesale supplier fuel adjustment charges to be billed during the coming billing period(s) in dollars.

A = Adjustment to reflect any over/under recovery of the FCA during previous billing period(s) in dollars.

R = Total retail kWh sales estimated to be billed during the coming billing period(s).

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

$$LCA = 1 + ((TLCB - TLCBR)/BRRR)$$

Where:

TLCB = The total annual labor cost, in dollars, that is reflected in the electric utility budget for the coming fiscal year, as approved by the City Council.

TLCBR = The total annual labor cost, in dollars, that is reflected in the current base electric rates.

BRRR = The total estimated revenue requirement, in dollars, that is being recovered in current base rates.

The LCA factor so calculated shall be applied to each retail rate set forth above, excluding schedule FCA, such that it will result in new base electric rates. Thus, when applied, a new TLCBR and BRRR will be established for future LCA calculations. The following accounts shall be used in the determination of total labor costs as reflected in TLCB and TLCBR:

Collection costs/revenue department
Administrative costs
Salaries
Payroll taxes
Retirement expense
Medical insurance
Casualty/workers compensation insurance

- (d) *Definitions.*

- (1) *Billing period:* may include the coming monthly billing period or, if the City so elects, the six-month levelization period fuel cost adjustment as currently offered by AMEA.
- (2) *Supplier fuel adjustment charges:* Current period fuel adjustment charges by all wholesale suppliers.

- (3) *Retail kWh sales:* Total estimated billing period retail kWh sales recorded by the city to all residential customers, schools, churches, nonprofit organizations, commercial and industrial customers. Sales recorded by the city as sales to various city departments and facilities, except the water and sewer department, shall be excluded from retail kWh sales. Estimated kWh consumption associated with non-metered security lights shall also be excluded.

(e) *General rules and regulations.*

Payment: Bills are payable within ten (10) days from due date and, if not paid within such period, may be increased as determined by the mayor and council.

Service and metering: Service to more than one (1) premise shall not be combined, nor shall it be shared with or resold to others. Any customer receiving service at two (2) different voltages or metering points will be considered as two (2) separate customers for billing purposes. The type and location of metering is to be specified by the city. Rates in subsection (a) contemplate city ownership of transformation facilities; however, rental or ownership of transformation by an industrial customer is subject to negotiation by and with the city.

(f) *Wholesale rate fluctuation.* If the wholesale rate goes up or down, the wholesale percentage will be passed through to the retail customer.

SECTION TWO. All Ordinances that adopted Section 21-21 are hereby repealed and replaced by this Ordinance.

SECTION THREE. 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 FOUR. This ordinance shall take effect on August 1, 2021 upon its due adoption and publication as required by law.

Effective on October 1, 2022, the Customer Charge (base rate) for all customers will increase \$2.00 per month.

Effective on October 1, 2023, the Customer Charge (base rate) for all customers will increase an additional \$2.00 per month.

ADOPTED THIS 28TH DAY OF JUNE, 2021

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

ADOPTED THIS 28TH DAY OF JUNE, 2021

Sherry Sullivan, Mayor

Electric Rates:

(a) **Base rates.** The following monthly rates for all electric customers served by the city:

- (1) **Residential R1:** Applicable to single residences, individually metered mobile homes, and individual family apartments where cost of service is paid by the occupant.

Customer charge:	\$11.10 per month (minimum), plus
First	3000 KWH/month @ \$0.103660, plus
All over	3000 KWH/month @ \$0.114540, plus FCA & tax

- (2) **Commercial C1:** Applicable to nonresidential power service where the maximum fifteen-minute interval integrated demand does not exceed 49 kw.

Customer charge:	\$31.88 per month (minimum), plus
All	KWH/month @ \$0.109907, plus FCA & tax

- (3) **Industrial I1:** Applicable to nonresidential electric service where the maximum fifteen-minute interval integrated demand is 50 kw or more.

Customer charge:	\$80.60 per month (minimum), plus
Demand:	All demand @ \$8.46 per KW/month; minimum demand is 75% of highest demand imposed during preceding 11 months, but not less than 38 KW = \$321.44, plus
Energy:	
First	20,000 KWH/month @ \$0.084817, plus
All over	20,000 KWH/month @ \$0.079081, plus FCA & tax

- (4) **Schools M1:** Applicable to public and private primary and secondary schools, regardless of size of their electrical requirements.

Customer charge:	\$11.10 per month (minimum), plus
All	KWH/month @ \$0.103660, plus FCA & tax

- (5) Eleemosynary M2: Applicable to churches and nonprofit organizations who receive the majority of their support from charitable contributions.

Customer charge:	\$11.10 per month (minimum), plus
All	KWH/month @ \$0.103660, plus FCA & tax

- (6) Eleemosynary M2: Applicable to churches and non-profit organizations where the maximum 15-minute interval integrated demand is 50 KW or more.

Customer charge:	\$11.23 per month (minimum), plus
Demand:	All demand @ \$3.80 per KW/month; minimum demand is 75% of highest demand imposed during preceding 11 months, but not less than 38 KW = \$144.30, plus
Energy:	
All	KWH/month @ \$0.05823, plus FCA & tax

- (7) City use M3: Applicable only to City of Fairhope accounts and departments.

ALL KWH @ \$0.10287 per KWH, plus FCA & tax, if not exempt. No minimum, plus FCA & tax.

- (8) Security lights: The following monthly security light rentals assume city ownership of treated pine pole, mounting brackets and hardware, open lighting fixture lamp, photoelectric control, and one (1) span of # six (6) aluminum overhead duplex cable. Customers shall be billed for additional installation costs for equipment and work which exceed the above standard installation. Customers shall be responsible for all charges due to vandalism or abuse.

Metal halide or mercury vapor:	Lumens	Monthly rental, plus tax.
175 W.	8,600	\$9.58
250 W.	12,100	13.71
400 W.	22,500	21.91

High pressure sodium:	Lumens	Monthly rental, plus tax.
100 W.	9,500	\$9.58
150 W.	15,000	8.21
200 W.	22,000	11.55
250 W.	22,500	13.71
400 W.	50,000	21.91

LED	Monthly rental, plus tax.
XNV	\$8.17
XNV2	\$13.65

- (9) Temporary or seasonal service surcharge: When commercial or industrial service is provided for a period of less than one (1) year continuously or is seasonal or temporary, a surcharge of twenty-five (25) per cent shall be added to each month's bill, before applying tax, after the bill has been computed in accordance with the applicable rate schedule. No monthly minimum or other charge is to be made during the period that service is disconnected. For each nonrecurring temporary service where it is necessary for a temporary service pole to be set and/or a temporary service drop to be installed from existing utility facilities, the city may assess additional charges to recover the cost of installing and removing such service.
- (10) Tax: The four (4) per cent Alabama Utilities Gross Receipts Tax is applicable to all rates, except exempt accounts of city, state and federal governments. Should any other state or federal tax be levied, it shall be charged in addition.
- (b) Schedule FCA. Schedule FCA shall provide for the monthly fluctuation in wholesale "fuel adjustment cost" changes as currently reflected in the monthly purchased power invoice received from the Alabama Municipal Electric Authority ("AMEA"). In the event schedule FCA results in a negative factor, such negative FCA factor shall be applied to each customer's monthly bill. All FCA factors shall be rounded off to the nearest one-thousandth of a mill (\$0.000000).

The FCA shall be calculated from the total current billing period's wholesale fuel adjustment charges billed from supplier(s) and then billed at retail by the city, as follows:

$$FCA = (F+A)/R$$

Where:

F = Total estimated wholesale supplier fuel adjustment charges to be billed during the coming billing period(s) in dollars.

A = Adjustment to reflect any over/under recovery of the FCA during previous billing period(s) in dollars.

R = Total retail kWh sales estimated to be billed during the coming billing period(s).

- (c) Labor Cost Adjustment (LCA). The base rates set forth above may be adjusted periodically to

account for permanent changes in labor-related revenue requirements (e.g., salaries and wages, pensions and benefits, etc.) that come about as a result of budget actions taken by the City Council for a fiscal year. Such adjustment, when approved by the City Council, shall be calculated as follows:

$$LCA = 1 + ((TLCB - TLCPY) / BRRR)$$

Where:

TLCB = The total annual labor cost, in dollars, that is reflected in the electric utility budget for the coming fiscal year, as approved by the Board.

TLCPY = The total actual annual labor cost, in dollars, that was incurred by the electric utility for the prior fiscal year.

BRRR = The total estimated revenue requirement, in dollars, that is being recovered in current base rates.

The LCA so calculated shall be applied to each retail rate set forth above, excluding Schedule FCA, such that it will result in new base electric rates. Thus, when applied, a new TLCPY and BRRR will be established for future LCA calculations. The following accounts shall be used in the determination of total labor costs as reflected in TLCB and TLCPY:

- Salaries
- Payroll Taxes
- Retirement Expense
- Insurance – Employees Group
- Employee Retirement / Medical Insurance
- Casualty / Workers Compensation Insurance

Note: the listing of accounts used to determine TLCB and TLCPY may be modified from time-to-time as prescribed by the City's accounting and budget procedures.

(d) Definitions.

- (1) Billing period: may include the coming monthly billing period or, if the City so elects, the six-month levelization period fuel cost adjustment as currently offered by AMEA.
- (2) Supplier fuel adjustment charges: Current period fuel adjustment charges by all wholesale suppliers.
- (3) Retail kWh sales: Total estimated billing period retail kWh sales recorded by the city to all residential customers, schools, churches, nonprofit organizations, commercial and industrial customers. Sales recorded by the city as sales to various city departments and facilities, except the water and sewer department, shall be excluded from retail kWh sales. Estimated kWh consumption associated with non-metered security lights shall also be excluded.

(e) General rules and regulations.

Payment: Bills are payable within ten (10) days from due date and, if not paid within such period, may be increased as determined by the mayor and council.

Service and metering: Service to more than one (1) premise shall not be combined, nor shall it be shared with or resold to others. Any customer receiving service at two (2) different voltages or metering points will be considered as two (2) separate customers for billing purposes. The type and location of metering is to be specified by the city. Rates in subsection (a) contemplate city ownership of transformation facilities; however, rental or ownership of transformation by an industrial customer is subject to negotiation by and with the city.

- (f) Wholesale rate fluctuation. If the wholesale rate goes up or down, the wholesale percentage will be passed through to the retail customer.

The additional facilities charge rider shall apply to facilities and equipment that have been installed by the City of Fairhope at the request of an electric customer specifically for the provision of service to such customer. Such facilities and equipment, which shall be owned, operated and maintained by the city, provide services to the customer (e.g.,

special lighting) that are generally not billed under section 21-21, rates—regular service. The additional facilities charge shall be rendered monthly and shall appear on the customer's bill as "AFC Rider." The additional facilities charge shall be computed by applying a factor of one and one-half (1.5) percent to the original installed cost of the additional facilities serving the customer, illustrated as follows:

Additional Facilities Charge = $.015 \times$ Installed Cost

The installed cost of facilities shall include the cost of materials and equipment, labor costs, contractor mark-ups (when applicable), taxes and applicable city overhead charges.

ORDINANCE NO. _____

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO SOUTHERN LIGHT, LLC, FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A FIBER-OPTIC TRANSMISSION LINE WITHIN CERTAIN PUBLIC RIGHTS-OF-WAY WITHIN THE CITY OF FAIRHOPE, ALABAMA

WHEREAS SOUTHERN LIGHT, LLC (hereinafter referred to as the "Franchisee") desires to construct a fiber-optic transmission line within certain public Rights-of-way within the City of Fairhope, Alabama; and

WHEREAS the Franchisee agrees and recognizes that it is required to obtain consent in the form of a franchise from the City of Fairhope in order to construct the proposed fiber-optic transmission line within the corporate limits of the City of Fairhope; and

WHEREAS the City Council wishes to grant a franchise for the construction of the proposed fiber-optic transmission line in accordance with the terms and conditions contained herein.

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

The City Council of the City of Fairhope does hereby grant to SOUTHERN LIGHT, LLC a non-exclusive franchise granting the limited authority to construct a fiber-optic transmission line in the City of Fairhope in and along its Rights-of-way subject to the terms and conditions set forth below.

WITNESSETH:

The City does hereby grant to Southern Light, L.L.C., an Alabama Limited Liability Company, a non-exclusive franchise as set out below to operate and construct a fiber-optic transmission line:

SECTION 1. Defined Terms. For purposes of this Franchise, the following terms, words and phrases shall have the meanings set forth below. When not inconsistent with the context, words used in the singular number shall include the plural number, and words in the plural number shall include the singular.

1.1. "City" means the City of Fairhope, Alabama.

1.2. "Governing Body" or "City Council" means the City Council of the City of Fairhope, Alabama.

1.3. "Gross Revenue" means all local revenues, in whatever form and from all sources, determined in accordance with generally excepted accounting principles that are received or accrued by Company from customers to the company's services within the City. Gross Revenue shall include all local revenues received from customers for the Company's services within Fairhope, with a deduction for Company's uncollectible accounts, but without deduction for operating expenses, accruals, or any other expenditure. Notwithstanding the foregoing, Gross Revenue shall not include any taxes on services furnished by Company imposed by any municipality, state, or other governmental unit and collected by Company for such governmental unit, nor shall it include taxes of general applicability imposed on the customer or the transactions (but not on Company or any of its affiliates) by federal, state, or local law and required to be collected and remitted by the Company or any of its affiliates to the governmental unit, including sales, use and utility taxes. Gross Revenues shall not include revenues arising from or relating to services provided by the Company that both originate and terminate outside the corporate limits of the City. Gross Revenues on services that originate in another municipality and terminate in the City shall be evenly apportioned among the two for the purposes of calculating the fee owed to each by the Company, such that the aggregate use fee paid by the Company shall not exceed five percent (5%) of the Gross Revenue on said services.

1.4. "Person" means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, sole proprietorship, political subdivision, public or private agency of any kind, utility, successor or assign of any of the foregoing, or any other legal entity.

1.5. "Rights-of-way" means the surface and space above and below any public street, boulevard, road, highway, freeway, lane, alley, sidewalk, parkway, driveway, public ways, or other public rights of way, including, public utility easements, dedicated utility strips or rights of way dedicated for compatible uses held by the City or located within the City and the police jurisdiction if allowed by law which shall entitle the City and other Franchisees and the Franchisee to use the same for the purpose of installing, operating, repairing and maintaining the System so long as such use does not interfere with other previously placed facilities by the City or any other Franchisee.

1.6. "System" shall mean a system of pipes, transmission lines, meters, equipment and all other facilities associated with the operation of fiber-optic transmission lines by the Franchisee in accordance with the terms and conditions contained herein.

SECTION 2. Procedure for Granting Franchise. 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 Two Thousand Five Hundred Dollars (\$2,500.00) by cashier's check, certified check or money order payable to City of Fairhope.

SECTION 3. Grant of Authority. The City hereby grants to the Franchisee the non-exclusive and limited authority to construct, install and maintain a fiber-optic transmission line in and along the Rights-of-way in the City of Fairhope from time to time as approved and for a period of fifteen years from the day this franchise agreement is signed by both parties. The Franchisee shall not expand or extend the System installed or constructed within the City pursuant to this Franchise without approval from the Building Department of the City of Fairhope.

SECTION 4. Compensation. The Grantee shall pay to the City as a franchise fee of Five percent (5%) of its Gross Revenues during each calendar year of operation under this franchise. Such payments shall be made quarterly during each calendar year, within fifteen (15) days of the close of each quarter. An annual financial statement shall be furnished to the City by the Grantee on or before April 1st of each year, or at any time upon request of the City after thirty (30) days written notice, such report to show Gross Revenues received by the Grantee from its operations with the City for the previous year. However, at any time, upon request by the City and after sixty (60) days written notice, an annual certified audit report shall be furnished to the City by the Grantee, showing Gross Revenues received by the Grantee from its operations within the City for the previous year. The City shall be allowed to conduct its own audit of the financial books and records of the Grantee at least every three years. Acceptance of any fee payment shall not be deemed a waiver or release of any claims the City may have for additional sums, nor construed as an accord or Franchise that the amount paid is correct.

SECTION 5. Duration and Term. The franchise granted hereunder shall be for an initial term of ten (10) years (the "Initial Term") commencing on the effective date of this Ordinance and Franchise, unless otherwise lawfully renewed, revoked, or terminated as herein provided. Upon the expiration of the Initial Term, the Franchisee or the City shall have the option to renew this Franchise for one additional term of the time of which is not yet determined subject to the terms and conditions contained herein, by giving written notice, sixty (60) days before the expiration of the Initial Term, to the other party of that party's intent to renew this Franchise for the additional term.

SECTION 6. Grant of Non-Exclusive Authority. The right to use and occupy the Rights-of-way for the purposes herein set forth shall not be exclusive, and the City reserves the right to grant the use of said Rights-of-way to any person, firm, or corporation at any time and for any lawful purpose. This Franchise shall not be construed to create any rights beyond the terms, conditions and periods set forth, except as provided herein. The City does not warrant any of the rights granted by this Franchise.

SECTION 7. Reservation of Regulatory and Police Powers. The City, by the granting of this franchise does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights now, or which may be hereafter, vested in the City under the Constitution and the statutes of the State of Alabama to regulate the use of its Rights-of-way by the Franchisee or any person or to charge reasonable compensation for such use, and the Franchisee, by its acceptance of this franchise, agrees that all lawful powers and rights, regulatory power, police power or otherwise that may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time. The Franchisee is deemed to acknowledge that its rights are subject to the regulatory and police powers of the City to adopt and enforce ordinances necessary for the safety and welfare of the public and agrees to comply with all applicable laws and ordinances enacted by the City pursuant to such powers. The parties agree that this franchise shall be subject to the City's new Right-of-Way Ordinance. Further, Grantee shall comply with the City Tree Ordinance, Right of Way Ordinance, all City ordinances, state laws and federal laws whether now existing or later enacted. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

SECTION 8. Standards of Service.

8.1. Conditions of Street Occupancy. All portions of the System and all associated equipment installed or erected by the Franchisee pursuant to this Franchise shall be located so as to cause minimum interference with the proper use of the Rights-of-way and with the rights and reasonable convenience of property owners who own property that adjoins any of such Rights-of-way. As the City upgrades its electrical system and places power lines underground, Franchisee will also place its fiber optic lines underground and this will be done at no cost to the City. No open trenching shall be allowed in developed areas without the prior written approval of the City.

8.2. Restoration of Rights-of-way. If during the course of the Franchisee's construction, operation, or maintenance of the System a disturbance of any Rights-of-way by the Franchisee occurs, it shall, at its expense, replace and restore such Rights-of-way to a condition comparable to the condition of the Rights-of-way existing immediately prior to such disturbance to the satisfaction of the City. The work to be done under this Franchise, and the restoration of Rights-of-way as required herein, must be completed within the date specified in any permits authorizing the work. The Franchisee shall perform the work according to the standards and with the materials specified or approved by the City, or in the case of state or federal highways within the City in accordance with the appropriate Department of Transportation standards.

8.3 Relocation at Request of the City. Upon its receipt of reasonable notice, not to be less than forty-five (45) days, except where emergency conditions require shorter notice, the Franchisee shall, at its own expense, protect, support, temporarily disconnect, relocate in the Rights-of-way, or remove from the Rights-of-way, any property of the Franchisee when lawfully required by the City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, electrical or telecommunications lines, when such installation or construction is being done directly by or for the City, the state or federal government. Should the Franchisee refuse or fail to remove its equipment or plant as provided for herein within forty-five (45) days after written notification, the City shall have the right to do such work or cause it to be done, and the reasonable cost thereof shall be chargeable to the Franchisee.

8.4. Trimming of Trees and Shrubbery. The Franchisee shall reasonably compensate the City for any damages, in such amounts as determined by the City, caused by trimming, cutting or removing trees or shrubbery, or shall, at its own expense, replace all trees or shrubs damaged as a result of any construction, installation, repair or maintenance of the System undertaken by the Franchisee to the satisfaction of the City.

8.5. Safety and Permit Requirements. Construction, installation, repair and maintenance of the System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial compliance with applicable federal, state, and local laws, rules and regulations, including all permit requirements and ordinances adopted by the City which are now in effect or are hereafter adopted. The System or parts thereof shall not unreasonably endanger or interfere with the safety of persons or property in the area.

8.6. Minimum Standards. All of the construction by the Franchisee shall conform, at a minimum, to the minimum standards of the Franchisee. In the event there is a conflict between the standards adopted by the Franchisee and any applicable federal, state or local standards, including ordinances adopted by the City, the stricter standard shall apply.

8.7. Obstructions of Rights-of-way. Except in the case of an emergency, or with the approval of the City Public Works Department with the consent of the Fairhope Police Department, which consent shall not be unreasonably withheld, no Rights-of-way obstruction or excavation may be performed when seasonally prohibited or when conditions are unreasonable for such work. The Franchisee shall not so obstruct the Rights-of-way so as to interfere with the natural, free and clear passage of water through the gutters, drains, ditches or other waterways.

8.8. Safety Requirements.

- a) The Franchisee shall at all times employ the highest degree of care as is commensurate with the practical operation of its business and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.
- b) The Franchisee shall install and maintain the System in accordance with the requirements of all applicable regulations of the City, which may be amended from time to time, and in such manner that its operations will not interfere with any installations of the City or of a public utility serving the City.
- c) All structures and all lines, equipment, and connections in, over, under and upon the Rights-of-way, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.
- d) The Franchisee shall maintain a force of employees at all times sufficient to provide safe, adequate and prompt service for the System.

8.9. Least Disruptive Technology. The Franchisee is encouraged to perform construction and maintenance of the System in a manner resulting in the least amount of damage and disruption to the Rights-of-way. The Franchisee will be required to use trenchless technology for any portion of construction or maintenance projects which lie beneath the paved or improved portion of any roadway to which this Franchise applies, unless otherwise approved by the City Council. The City Public Works Department may require trenchless technology in other locations, where circumstances prevent or make open-cut methods impractical. The Franchisee may use either the open-cut method or trenchless technology for construction outside the paved or improved portion of any roadway to which this Franchise applies.

SECTION 9. Enforcement and Termination of Franchise.

9.1. Notice of Violation. In the event the Franchisee has not complied with the terms of this Franchise, the City shall notify the Franchisee in writing of the nature of the alleged noncompliance.

9.2. Right to Cure or Respond. The Franchisee shall have 30 days from receipt of the notice described in Section 8.1: (a) to respond to the City by contesting the assertion of noncompliance, (b) to cure such default, or (c) in the event that, by the nature of default, such default cannot, for reasons beyond the control of the Franchisee, be cured within the 30-day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

9.3. Public Hearing. In the event the Franchisee fails to respond to the notice described in Section 8.1 or contests the assertion of noncompliance pursuant to the procedures set forth in Section 8.2, or in the event the alleged default is not remedied within 30 days or by the date projected pursuant to 8.2 above, the City shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the City which is scheduled at a time not less than five business days there from. The City shall notify the Franchisee in writing of the time and place of such meeting and provide the Franchisee with an opportunity to be heard.

9.4. Enforcement. In the event the City, after such meeting, determines that the Franchisee is in default of any provision of this Franchise, the City may pursue any or all of the following remedies:

- a) Seek specific performance of any provision which reasonably lends itself to such a remedy; or
- b) Make a claim against any surety or performance bond which may be required to be posted; or
- c) Restrain by injunction the default or reasonably anticipated default by the Franchisee of any provision of this Franchise; or
- d) Seek any other available remedy permitted at law or equity.
- e) In the case of a material default of this Franchise, declare the Franchise to be revoked in accordance with the following:
 - i. The City shall give written notice to the Franchisee of its intent to revoke the Franchise on the basis of noncompliance by the Franchisee. The notice shall set forth the exact nature of the noncompliance. The Franchisee shall have 30 days from such notice to object in writing and to state its reasons for such objection. In the event the City has not received a satisfactory response from the Franchisee, it may then seek termination of this Franchise at a public meeting. The City shall cause to be mailed to the Franchisee, by regular mail, at least 10 days prior to such public meeting, a written notice specifying the time and place of such meeting and stating its intent to seek such termination.
 - ii. At the designated meeting, the City shall give the Franchisee an opportunity to state its position on the matter, after which it shall determine whether or not this Franchise shall be terminated. The Franchisee may appeal such determination to the Circuit Court of Baldwin County, which shall have the power to review the decision of the City and to modify or reverse such decision as justice may require. Such appeal must be taken within 30 days of the issuance of the determination by the City.
 - iii. The City may, in its sole discretion, take any lawful action which it deems appropriate to enforce the City's rights under this Franchise in lieu of revocation of the Franchise.

9.5. Impossibility of Performance. The Franchisee shall not be held in default or noncompliance with the provisions of this Franchise, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages or other events reasonably beyond its ability to control, but not the payment of fees or damages as a result of its business or operations practices.

SECTION 10. Default. Each of the following shall constitute a material default by the Franchisee:

10.1. Failure to make any payments to the City required to be made as set forth in this Franchise.

10.2. Failure to maintain a liability insurance policy, cash or other bond that is not cured within thirty (30) days following written notice to the Franchisee.

Ordinance No. _____

Page -6-

10.3. Failure to provide or furnish any information required under this Franchise to the City that is not cured within thirty (30) days following written notice to the Franchisee.

10.4. Any breach or violation of any ordinance, rule or regulation or any applicable safety or construction requirements or regulations that present a threat to health or safety that has not been cured within thirty (30) days written notice.

10.5. The occurrence of any event relating to the financial status of the Franchisee which may reasonably lead to the foreclosure or other judicial or non-judicial sale of all or any material part of the System or the assets of the Franchisee.

10.6. The condemnation by a public authority, other than the City, or sale or dedication under threat or in lieu of condemnation, of all or substantially all of the facilities; or

- a) If the Franchisee shall make an assignment for the benefit of creditors, shall become and be adjudicated insolvent, shall petition or apply to any tribunal for, or consent to, the appointment of, or taking possession by, a receiver, custodian, liquidator or trustee or similar official pursuant to state or local laws, ordinances or regulations of any substantial part of its property or assets, including all or any part of the System; or
- b) a writ of attachment, execution, distraint, levy, possession or any similar process shall be issued by any tribunal against all or any material part of the Franchisee's property or assets; or
- c) any creditor of the Franchisee petitions or applies to any tribunal for the appointment of, or taking possession by, a trustee, receiver, custodian, liquidator or similar official for the Franchisee or for any material parts of the property or assets of the Franchisee under the law of any jurisdiction, whether now or hereafter in effect, and a final order, judgment or decree is entered appointing any such trustee, receiver, custodian, liquidator or similar official, or approving the petition in any such proceeding; or
- d) any final order, judgment or decree is entered in any proceedings against the Franchisee decreeing the voluntary or involuntary dissolution of the Franchisee.

SECTION 11. Permits. Prior to any excavation within the Rights-of-way, the Franchisee shall obtain a permit from the City pursuant to this Franchise, and the work shall be performed in accordance with all applicable ordinances and codes and any subsequent ordinances or regulations that may be adopted by the City. Repair and replacement of the Rights-of-way due to the Franchisee's installation, removal, relocation, maintenance and repair of its System or facilities shall be accomplished to the satisfaction of the City.

SECTION 12. Insurance and Bonds. The Franchisee shall maintain in full force and effect, at its own cost and expense, a comprehensive general liability insurance policy in the amount of \$1,000,000.00 for bodily injury and property damage per person and \$3,000,000.00 as to each occurrence, satisfactory to the City. In addition, the Franchisee shall obtain worker's compensation coverage as required by the laws of the State of Alabama. The City shall be named as an additional insured on all insurance policies, and the Franchisee shall provide the City with a certificate of insurance designating the City as an additional insured on each policy and extension or renewal thereof. An endorsement shall be included with the policy that states that the policy shall not be cancelled without giving thirty (30) days written notice of such cancellation to the City. Additionally, upon application for a permit to construct or repair any portion of the system the City may require the posting of a cash or corporate bond in an amount in the Building Department's discretion is necessary to ensure the prompt payment for any damage that may be caused by Franchisee or for the prosecution of the work in the event it is not completed, or completion is substandard.

SECTION 13. Indemnity and Hold Harmless. The Franchisee agrees to indemnify, defend, and hold harmless the City, its elected officers, employees, agents, and representatives, against all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by the City or for which the City may be liable, which arise from the negligence or willful misconduct, of the Franchisee, its employees, agents, or subcontractors arising out of the construction, operation, maintenance, upgrade, repair or removal of Facilities except for those claims, costs, losses, expenses, demands, actions, or causes of action which arise solely from the negligence, willful misconduct, or other fault of the City. The City does not and shall not waive any rights against the Franchisee which it may have by reason of this indemnification, or because of the acceptance by, or the Franchisee's deposit with the City of any of the insurance policies, cash or bond described in this Franchise. The indemnification by the Franchisee shall apply to all damages, penalties and claims of any kind, regardless of whether any insurance policy shall have been determined to be applicable to any such damages or claims for damages.

SECTION 14. Disclaimer of Warranties. The City makes no representation or warranty regarding its rights to authorize the installation or operation of the System on any particular right-of-way, and the burden and responsibility for making such determination in advance of the installation shall be upon the Franchisee. This Franchise shall not be construed to deprive the City of any rights or privileges which it now has, or may hereafter have, to regulate the use and control of its streets.

SECTION 15. Warranties and Representations. The Franchisee hereby agrees, represents and warrants that it is legally authorized to accept this Franchise in accordance with all applicable laws, rules and regulations. Furthermore, the Franchisee further agrees, represents and warrants that this Franchise is legal, valid and binding, and that it is required to obtain authorization and consent from the City prior to the construction, installation, operation or maintenance of the System.

SECTION 16. Other Obligations. Obtaining a franchise does not relieve the Franchisee of its duty to obtain all other necessary permits, licenses, authority and the payment of fees required by any other City, county, state or federal rules, laws or regulations, and the Franchisee is responsible for all work done in the Rights-of-way pursuant to this Franchise, regardless of who performs the work.

SECTION 17. Payment of Costs. The Franchisee shall be responsible for all costs associated with the installation, repair and maintenance of the System and all associated equipment including, but not limited to (1) the costs to repair the Rights-of-way due to the installation, repair and maintenance of the System, and (2) the costs incurred in removing or relocating any portion of the System or facilities constructed when required by the City. Additionally, the Franchisee agrees to be solely responsible for any and all damages to other users of the Rights-of-way within the City caused by Franchisee's use of said Rights-of-way.

SECTION 18. Priority of Use. This Franchise does not establish any priority for the use of the Rights-of-way by the Franchisee or any present or future Franchisees or permit holders. In the event of any dispute as to the priority of use of the Rights-of-way, the first priority shall be to the public generally, the second priority to the City, the third priority to the State of Alabama and its political subdivisions in the performance of their various functions, and thereafter, as between Franchisee's and other permit holders, as determined by the City in the exercise of its powers, including the police powers and other powers reserved to and conferred on it by the State of Alabama.

SECTION 19. Notice. Every notice or response required by this Franchise to be served upon the City or the Franchisee shall be in writing and shall be deemed to have been duly given to the required party three (3) business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid as follows:

Ordinance No. _____

Page -8-

The notices or responses to the City shall be addressed as follows:

City of Fairhope
Attn: Mayor
161 North Section Street
Fairhope, Alabama 36532

Via U.S. Mail - City of Fairhope, Alabama
Attn: Mayor
Post Office Drawer 429
Fairhope, Alabama 36533

The notices or responses to the Franchisee shall be addressed as follows:

Southern Light, LLC
107 St. Francis Street
Suite 1800
Mobile, AL 36602

SECTION 20. Address Changes. The City and The Franchisee may designate such other address or addresses from time to time by giving written notice to the other party as set forth in this section.

SECTION 21. Application. The terms and conditions contained in this Franchise shall apply to all areas within the corporate limits of the City and those areas annexed by the City after the passage and approval of this Ordinance.

SECTION 22. Acceptance. The Franchisee's acceptance of this Franchise shall be in writing in a form approved by the City attorney and shall be accompanied by delivery of all payments, insurance certificates, applications, acceptance fees and performance bonds or other requirements relating to commencement of construction as set forth in this Franchise.

SECTION 23. Assignment. The Franchisee's interest in this Franchise shall not be sold, transferred, assigned or otherwise encumbered or disposed of, either by forced or voluntary sale or otherwise, without the prior written consent of the City Council. The City reserves the right to be reimbursed by the Franchisee for costs incurred by it in reviewing the request for transfer of ownership.

SECTION 24. Miscellaneous. Words of any gender used in this Franchise shall be held and construed to include any other gender, and words in singular number shall be held to include the plural and vice versa, unless context requires otherwise. The captions used in connection with the sections of this Franchise are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Franchise or be used in interpreting the meanings and provisions of this Franchise.

SECTION 25. Rules of Construction. The parties hereto acknowledge that each party and its counsel have had the opportunity to review and revise this Franchise, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Franchise or any amendments or exhibits thereto.

SECTION 26. Governing Law. This Franchise shall be deemed to have been made in the State of Alabama and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising there under.

SECTION 27. Severability Clause. If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

SECTION 28. Repeal Clause. Any Ordinance heretofore adopted by the City Council of the City of Fairhope, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

Ordinance No. _____
Page -9-

SECTION 29. Effective Date. This Ordinance shall become effective only upon receipt of a written unconditional acceptance by the Franchisee of the terms and conditions contained herein within thirty (30) days of the passage of this Ordinance.

ADOPTED THIS 28TH DAY OF JUNE, 2021

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

ADOPTED THIS 28TH DAY OF JUNE, 2021

Sherry Sullivan, Mayor

ORDINANCE NO. _____

WHEREAS, **JAMES R. BECKER, MARGARET G. BECKER, and FAIRHOPE SINGLE TAX CORPORATION**, the owners of the hereinafter described property, did, in writing, petition the City of Fairhope, a municipal corporation, for annexation under Section 11-42-21 of the Code of Alabama, 1975, as amended; and

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

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

Property is located at 20642 Northwood Drive, Fairhope, Alabama.

LEGAL DESCRIPTION:

TAX PARCEL 46-06-14-0-000-001.829

Lot twenty-five (25), River Station recorded on Slide 2127-F, lands of the Fairhope Single Tax Corporation, Section 14, Township 6 South, Range 2 East, Baldwin County, Alabama.

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

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

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

Adopted and approved this 28th day of June, 2021.

By: _____
Jack Burrell, Council President

Attest:

By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 28th day of June, 2021.

By: _____
Sherry Sullivan, Mayor



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

PETITION FOR ANNEXATION

STATE OF ALABAMA)
COUNTY OF BALDWIN)

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

The subject land is delineated on the map attached hereto as EXHIBIT B that will be prepared by the City of Fairhope to verify property is contiguous.

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

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

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

James R. Becker
Signature of Petitioner

JAMES R. BECKER
Print petitioner's name

Margaret G. Becker
Signature of Petitioner

MARGARET G. BECKER
Print petitioner's name

[Signature]
Signature of Petitioner ~~FSTC Secretary~~

REUBEN E. DAVIDSON, III
Print petitioner's name

Physical Address of property being annexed: 20642 NORTHWOOD ST. FAIRHOPE, AL 36532

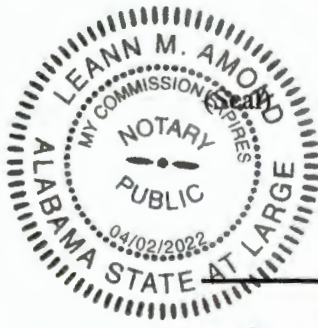
Petitioner's Current Physical Address: 20642 NORTHWOOD ST. FAIRHOPE, AL 36532 Petitioner's Current Mailing Address: 20642 NORTHWOOD ST. FAIRHOPE, AL 36532

Telephone Number(s): 251. 751. 9952
251. 455. 1003
Home Work RETIRED

Tax Parcel ID Number: 46-06-14-0-000-001.829 Size of Property: 75' X 141.7'

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

Given under my Hand and Seal this 2nd day of June, 2021,
LeAnn M. Amond
Notary Public
My commission expires 04/02/2022



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

Given under my Hand and Seal this 2nd day of June, 2021,
LeAnn M. Amond
Notary Public
My commission expires 04/02/2022

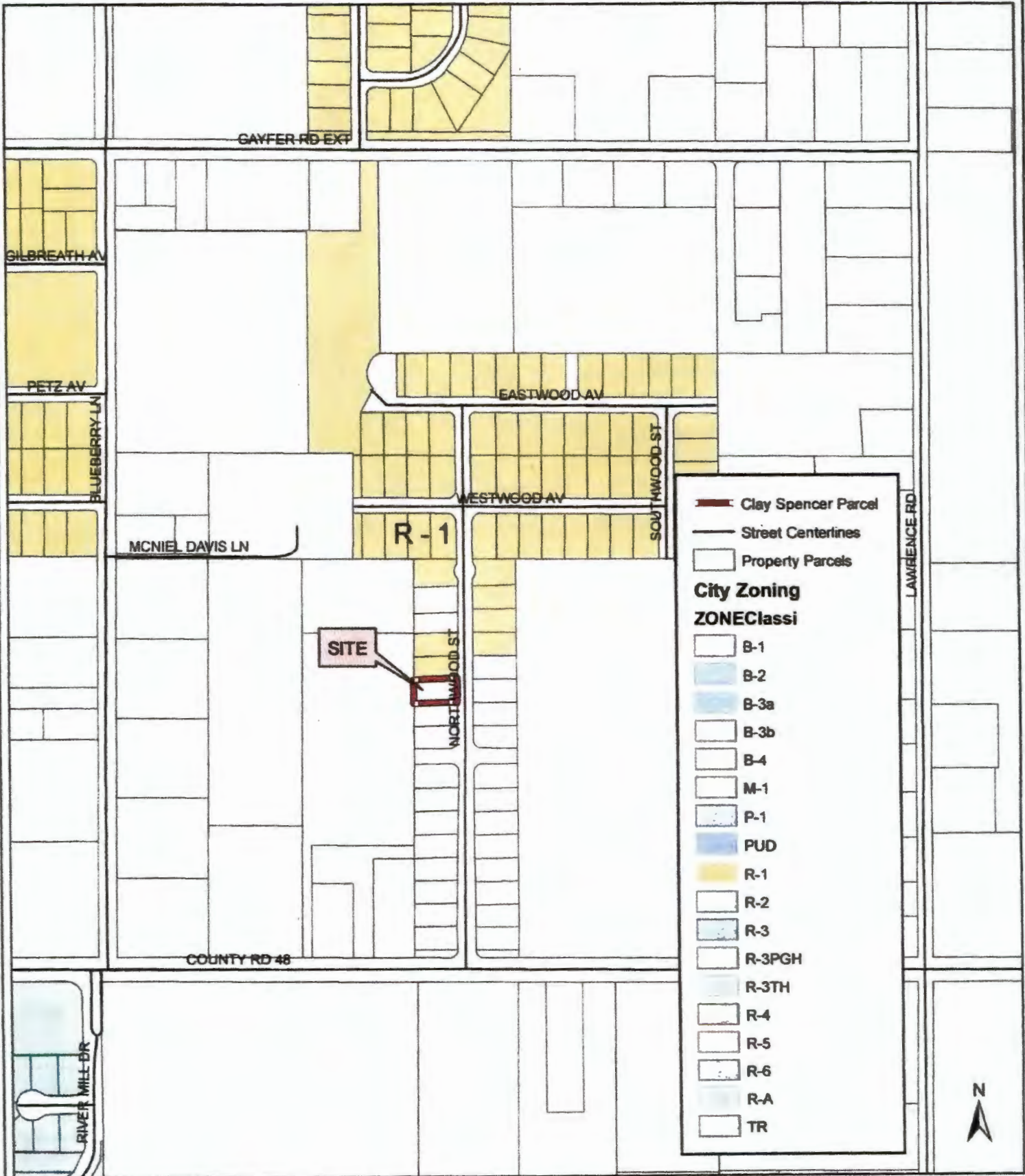


I, LeAnn M. Amond a Notary Public in and for said State and County, hereby certify that Reuben E. Davidson, III whose name(s) is are signed to the forgoing Petition and who is are known to me, this day appeared before me and, being first duly sworn, acknowledge that he she/they have voluntarily executed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

Given under my Hand and Seal this 2nd day of June, 2021,
LeAnn M. Amond
Notary Public
My commission expires 04/02/2022



PETITION FOR ANNEXATION: SPENCER



The Parcel 46-06-14-0-000-001.813 is contiguous to City of Fairhope property by the parcel to the north.

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of Jade Consulting, LLC to perform Topographic Survey Services at Triangle Property (Two Parcels) RFQ No. 027-21; and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 28TH DAY OF JUNE, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



City of Fairhope

MEMO

Sherry Sullivan
Mayor

To: Aislinn Stone, Senior Accountant
Kimberly Creech, City Treasurer

From: Delores A Brandt
Delores A Brandt, Purchasing Manager

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

Date: June 11, 2021

Re: Approval of Mayor's selection, and approval to negotiate a not-to-exceed fee for the budgeted professional services for **RFQ PS027-21 Professional Topographical Survey of Triangle Property (2 parcels)**

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

The Mayor has requested a topographical survey of two parcels of land on the north and south sides of Veterans Way-- totaling approximately 107.6 acres-- to assist in the development/design for the use of that land by the City. All property is located in Section 8, Township 6 South, Range 2 East, Fairhope, Baldwin County, Alabama. The professional services are budgeted for **FY2021** projects.

Requesting City Council approval of the Mayor's selection of **JADE Consulting, LLC** to perform the survey services, and authorize the Mayor to negotiate the fees for such services.

Please place on the Council Agenda this request for approval of **JADE Consulting, LLC** for **RFQ PS027-21 Professional Topographical Survey of Triangle Property (2 parcels)** and allow the Mayor to negotiate fees for the consultant's work.

Cc: file; S Sullivan

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov



MEMO

Sherry Sullivan
Mayor

To: Kim Creech, Treasurer
Lisa A Hanks, MMC, City Clerk
From: Delores A Brandt
Delores A Brandt, Purchasing Manager

ouncil Members:
Kevin G. Boone
ck Burrell, ACOMO
Jimmy Conyers
Corey Martin
Jay Robinson

Date: May 25, 2021

Re: Mayor's selection of engineering consultant for RFQ No. PS027-21
Professional Topographical Survey of Triangle Property (2 Parcels)

sa A. Hanks, MMC
City Clerk
Kimberly Creech
Treasurer

The Mayor, Sherry Sullivan, has need to hire a professional engineer for a topographical survey for RFQ No. PS027-21 Professional Topographical Survey of Triangle Property (2 Parcels). Per the City's "Procedure for Procuring Professional Services for Projects Under \$100K", under the section for Variants to the Procedure, the Mayor can exercise Options 1 and 2 to choose a consultant. I am submitting the following list from which the Mayor can choose.

The procedure calls for us to route the recommendation through you, to the Mayor; for her selection of the consultant, or here request for another list from which to choose.

[Mayor, please initial and date your selection]

APPROVE

[Signature]

6, 10, 21

____/____/____
____/____/____

JADE Consulting, LLC

Magnolia River Services, Inc

Jacobs Engineering Group, Inc

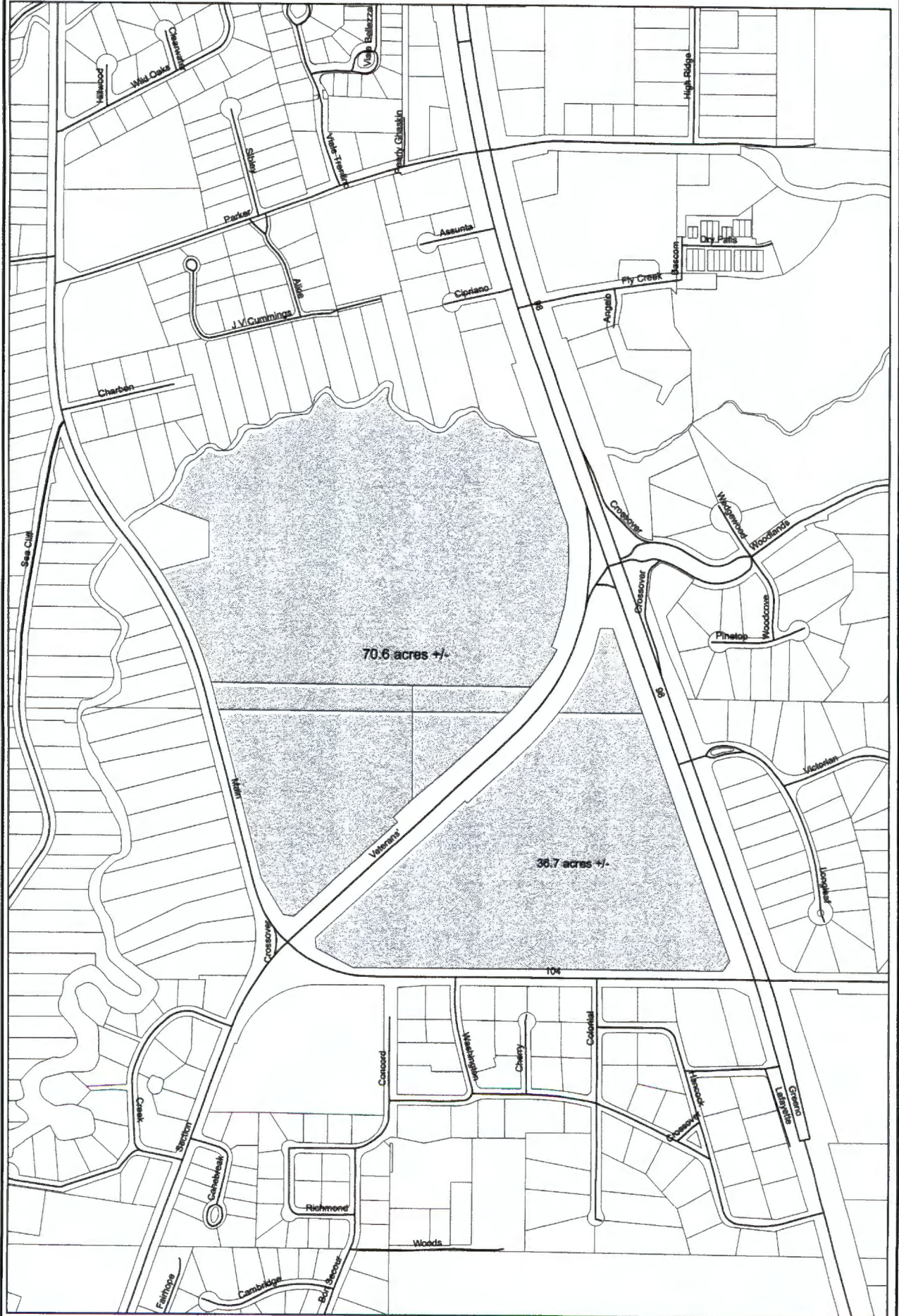
61 North Section
St.
PO Drawer 429
Fairhope, AL 36533

None, submit another list. ____/____/____

Cc: file, Jessica Walker

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

The Triangle Property



0 0.05 0.1 0.2 Miles



**Environmental Documentation Report
Triangle Property
Fairhope, Baldwin County, Alabama**

I. Introduction

Wetland Resources Environmental Consulting has conducted an environmental assessment of parcels totalling approximately 107.6 acres locally known as the Triangle Property. It is located east of Main Street, west of U.S. Highway 98, north and south of Veterans' Drive, and north of State Highway 104 in the city of Fairhope. Fly Creek forms the north property line. Fly Creek is a tributary to Mobile Bay, which lies a short distance to the west.

Although the property is made up of several parcels, in this report it will be referred to as the North Parcel, which is the land north of Veterans' Drive, and the South Parcel, which is the land south of Veterans' Drive. All of the property is in Section 8, Township 6 South, Range 2 East, Fairhope, Baldwin Co., Alabama.

The purpose of this report is to document current environmental conditions on the property and provide a general assessment of the habitats present. It provides a comprehensive inventory of plant species present, lists of wildlife species observed and that potentially utilize the property, a general assessment of the condition of the Fly Creek stream channel and associated wetlands, and information on invasive exotic species that are present.

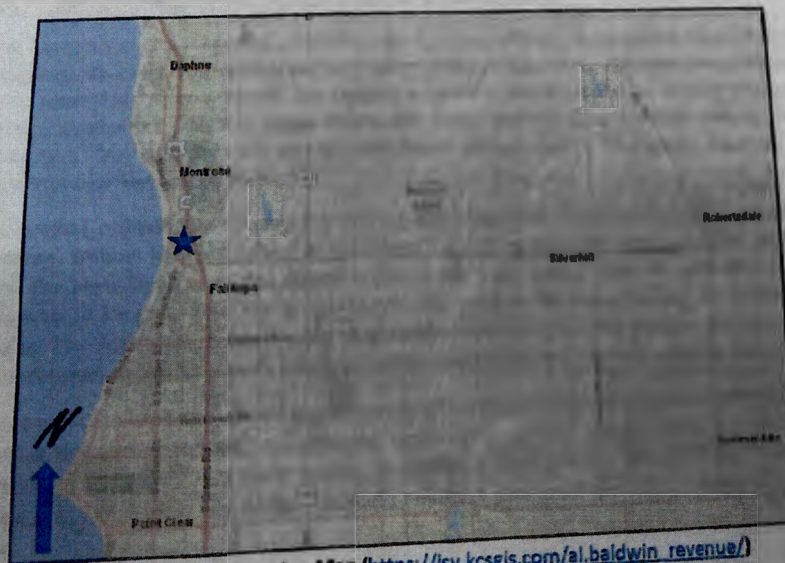


Figure 1. General Location Map (https://sv.kcseis.com/al.baldwin_revenue/)

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of Krebs Architecture and Engineering, Inc. to perform Professional Engineering and Design Services for Treatment Plant #3 and Well #3-11 for the Water and Sewer Departments RFQ No. PS031-21; and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 28TH DAY OF JUNE, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



Received 6/22/2021
ZAH

MEMO

To: Aislinn Stone, Senior Accountant
Kimberly Creech, City Treasurer

Sherry Sullivan
Mayor

From: Delores A Brandt
Delores A Brandt, Purchasing Manager

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

Date: June 22, 2021

Lisa A. Hanks, MMC
City Clerk

Re: **City Council Approval of Mayor's choice of professional service provider for RFQ PS031-21 Professional Engineering and Design Services for Treatment Plant #3 and Well #3-11**

Kimberly Creech
Treasurer

The Water Department needs to hire a professional engineering firm for **RFQ PS031-21 Professional Engineering and Design Services for Treatment Plant #3 and Well #3-11 for the Water Dept.** and is budgeted for \$ 1 Million for 2021 and for 1.5 Million for 2022.

Mayor Sullivan chose **KREBS Architecture and Engineering Inc.** to perform the professional services. The work to be performed is engineering and design for the design and engineering of the upgrades of the Treatment Plant # 3, and for engineering and design of new Well # 3-11.

Please move this request forward for City Council to approve the Mayor's selection of Krebs Architecture and Engineering, Inc for RFQ PS031-21 Professional Engineering and Design Services for Treatment Plant #3 and Well #3-11 and give approval for the Mayor to negotiate the not-to-exceed fee.

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



MEMO

To: Lisa Hanks
Kim Creech, Treasurer
From: Delores A Brandt
Delores A Brandt, Purchasing Manager

Sherry Sullivan
Mayor

Date: June 21, 2021

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

Re: **RFQ PS031-21 Professional Engineering and Design Services for Treatment Plant #3 Upgrades and Well 3-11**

Lisa A. Hanks, MMC
City Clerk

The Water Department Superintendent, Jason Langley, request the hiring of a professional consulting firm for **RFQ PS031-21 Professional Engineering and Design Services for Treatment Plant #3 Upgrades and Well 3-11** for the Water Dept. Per our Procedure for Procuring Professional Services the Mayor/Utilities Superintendent, and I are routing this short list through you, to the Mayor. Please move this procurement of professional services forward to the Mayor for selection of a professional service provider(s).

Kimberly Creech
Treasurer

The purpose for hiring the company is to perform professional engineering and design services for the upgrading of Treatment Plant #3 and Well 3-11 .

The short list is:

_____ / / Thompson Engineering
Mobile, AL 36606
251 666-2443

pld / / Dewberry Engineering
Daphne, Al
251 929-9781

6,22,21 Krebs Architecture and Engineering, Inc
Orange Beach, AL
251 967-3250

_____ / / None. Submit another list

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

251-928-2136 (p)

Cc: file, Mayor Sherry Sullivan, Jason Langley

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 On-Call Engineering Services for the Water and Sewer; and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a three-year not-to-exceed limit with this firm.

DULY ADOPTED THIS 28TH DAY OF JUNE, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



Received 6/24/2021
9:42
L Hanks

MEMO

Sherry Sullivan
Mayor

To: Lisa A Hanks, MMC, City Clerk

From: Delores A Brandt
Delores A Brandt, Purchasing Manager

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

Date: June 24, 2021

Re: **RFQ No. PS029-21 ON-CALL Professional Engineering Services for Water and Sewer**

Lisa A. Hanks, MMC
City Clerk

The Water Superintendent, Jason Langley, is seeking approval to hire a professional engineering firm for **RFQ No. PS029-21 ON-CALL Professional Engineering Services for Water and Sewer--Three-Years** for design of upgrades and ongoing projects for the City.

Kimberly Creech
City Treasurer

Per our 'Procedure for Procuring Professional Services for 'Projects **under \$100K**', Water-Sewer Superintendent, Jason Langley, and I routed a short list of firms from which the Mayor was to choose. She chose **S.E. Civil Engineering and Surveying** for the project. The recommendation to Council is to award the RFQ to **S.E. Civil Engineering and Surveying** on a three-year contract basis and allow the Mayor to negotiate a not-to-exceed amount.

Please place on the next available City Council Agenda this request to approve the select of S.E. Civil Engineering and Surveying for a three year not-to-exceed amount and authorize the Mayor to negotiate the associated fee.

Cc: file; Jason Langley, Mayor Sherry Sullivan, Randy Weaver, Clint Steadham

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov



MEMO

To: Lisa Hanks, MMC, City Clerk
Kim Creech, Treasurer
From: Delores A Brandt
Delores A Brandt, Purchasing Manager

Sherry Sullivan
Mayor

Date: June 22, 2020

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

Re: **RFQ No. PS021-21, On-Call Professional Engineering Services for Water Department Projects**

Lisa A. Hanks, MMC
City Clerk

Jason Langley, Superintendent of the Water and Sewer Department, requests hiring a professional consulting firm for **RFQ No. PS021-21, On-Call Professional Engineering Services for Water Department Projects**. Per our Procedure for Procuring Professional Services, Superintendent, and I are routing this short list through you, to the Mayor. Please move this procurement of professional services forward to the Mayor for selection of a professional service provider.

Kimberly Creech
Treasurer

The purpose for hiring the company is to perform professional engineering services for for the design of upgrades and engineering of various projects for the Sewer and Water departments

The short list is:

_____ / / Thompson Engineering
Mobile, AL 36606
251 666-2443

_____ / / Krebs Architecture and Engineering, Inc
Orange Beach, AL
251 967-3250

_____ / / Dewberry Engineering
Daphne, AL
251 929-9781

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

AS 6,2321
_____ / / S.E. CIVIL Engineering and Surveying
880 Holcomb Blvd Suite 2 F
Fairhope, AL 36532
251 990-3566

251-928-2136 (p)

_____ / / None. Submit another list

Cc: file, Jason Langley

PURCHASING DEPARTMENT REQUEST FORM

Requestor: Jason Langley Department: Water/Wastewater

Project Name: SE Civil On call Engineering Services

Brief Project Description: On Call Engineering Services for Water and Sewer Dept.

Project Category: Item Bid Professional Service Other

Budget Amount: \$30,000 Budget Code: 004010/004020-50230

BID USE ONLY

Anticipated Start Date: _____ Project Duration: _____

Bid Duration: _____ Engineer of Record: _____

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

Scope of Work Provided By: _____ Contract Extensions: No Yes

Project Administered: Internally Externally By: _____

Bidders List Review: No Yes By: _____

Tax Exempt Project: No Yes Insurance Requirements: Minimum Maximum

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

Related Bids/RFs: _____ Bid Opening: _____

FORCE ACCOUNT INFORMATION ONLY

Force Account Project: No Yes Estimated Amount: _____ Budget Code: _____

Notes: _____

SIGNATURES

Requestor:

Finance Manager:

City Treasurer:

Mayor:

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves Amendment No. 1 to the Contract for On Call Professional Engineering Services to Stewart Engineering, Inc. for the Electric Department (RFQ No. PS005-21). The amendment is for additional consultation and engineering services that were not included in planned projects for the RFQ contract work projected for the first year: Volanta and Greeno Project and the Nursing Home Project at Church Street and Morphy Avenue with an additional not-to-exceed cost of \$25,000.00. This will increase the total three-year not-to-exceed cost of \$100,000.00; and authorizes Mayor Sherry Sullivan to execute Amendment No. 1.

Adopted on this 28th day of June, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 6/18/2021

Please return this Routing Sheet to Treasurer by: ASAP

JUN 22 2021 4:48:35

JMK

Project Name: Amendment #1 contract for RFQ PS005-21 On-Call Professional Engineering Services for Electric Department Projects

Project Location: Electric Dept

Presented to City Council: 6/28/2021

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

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 50,000.00

Vendor: Stewart Engineering, Inc

Project Engineer: n/a

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

Department Funding This Project

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

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Sanitation-40
Fac Maint-45 Golf-50 Golf Grounds-55 Museum-70 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 003-50290
G/L Acct Name: Professional Services

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

Project Budgeted: \$ 25,000.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ 25,000.00

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

Comments:

The Electric Department Interim Superintendent, Jeremy Morgan, recommends this amendment in anticipation of the upcoming projects.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 6/14/2021

Purchasing Memo Date: 6/14/2021

Delivered To Date: 6/18/2021

Request Approved Date: 6/18/2021

Request Approved Date: 6/18/2021

Approved Date: 6/18/2021

Signatures: Aislinn Stone

Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

To: Aislinn Stone, Senior Accountant

Kim Creech, Treasurer

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

Date: June 14, 2021

Re: Council to approve award of Amendment #1 to existing contract for RFQ
PS005-21 ON-CALL Professional Engineering Services for Electric
Department Projects—Three Years

On March 8, 2021, the City Council hired Stewart Engineering, Inc. for RFQ PS005-21 ON-CALL Professional Engineering Services for Electric Department Projects—Three Years. This request for Amendment #1 is for additional consultation and engineering services that were not included in planned projects for that RFQ contract work projected for year one. The project at Volanta and Greeno Road, and the Nursing home project located at Church Street and Morphy Av, are the additional projects for the first year of the contract. The not-to-exceed additional cost to be added to the first year contract is **TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)**, will increase the total for the first year of contract to \$50,000.00, and for the three- year contract to \$100,000.00.

The Electric Dept Interim Superintendent, Jeremy Morgan, recommends the award of Amendment #1, in anticipation of the upcoming projects, and is requesting that the City Council authorize the Mayor to sign the **Amendment #1 of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and a not to exceed of \$50,0000.00 for the first year .**

Please move this request forward for City Council to approve an increase in fees for the expanded consultations for two new projects and authorize the Mayor to sign the **Contract Amendment #1 of \$25,000 for RFQ PS005-21 ON-CALL Professional Engineering Services for Electric Department Projects—Three Years** for a not-to-exceed figure of \$50,000.00 in the first year.

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

Cc: file, Jeremy Morgan, Sherry Sullivan

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

PURCHASING DEPARTMENT REQUEST FORM

Requestor: Jeremy Morgan Department: Electric

Project Name: Professional On Call Service

Brief Project Description: Professional service to determine system loads

Project Category: Item Bid Professional Service Other

Budget Amount: 25,000 Budget Code: 50290

BID USE ONLY

Anticipated Start Date: _____ Project Duration: _____

Bid Duration: _____ Engineer of Record: _____

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

Scope of Work Provided By: _____ Contract Extensions: No Yes

Project Administered: Internally Externally By: _____

Bidders List Review: No Yes By: _____

Tax Exempt Project: No Yes Insurance Requirements: Minimum Maximum

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

Related Bids/RFs: _____ Bid Opening: _____

FORCE ACCOUNT INFORMATION ONLY

Force Account Project: No Yes Estimated Amount: _____ Budget Code: _____

Notes: _____

SIGNATURES

Requestor: Jeremy Morgan (PH) Senior Accountant: _____

City Treasurer: _____ Mayor: _____

AMENDMENT #1 TO CONTRACT

RFQ PS005-21 ON-CALL Professional Engineering Services for Electric Department Projects—Three Years

This Amendment #1 to Contract is made and entered into by and between the CITY OF FAIRHOPE, ALABAMA and Stewart Engineering Inc. on this _____ day of _____, 2021.

Recitals

WHEREAS Stewart Engineering Inc. was awarded a Contract for RFQ PS005-21 ON-CALL Professional Engineering Services for Electric Department Projects—Three Years on March 8, 2021 for projects that require Engineering support and consultation such as capacity studies to determine upgrades for the City for new development, troubleshoot and correct relay and recloser settings, coordination studies, etc, and work that the City’s utilities does not have the software to complete in-house.

Agreement

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

AMEND this Contract to include the Services as required for the two upcoming projects that were not included in the projects for the current contract. The estimated cost of this Amendment #1 is not to exceed TWENTY-FIVE THOUSAND DOLLARS (\$ 25,000.00) for the current year which will increase the NOT-TO- EXCEED for the first year of the contract from \$25,000.00 to \$50,000.00. Therefore it is an increase to the three year contract to \$100,000.00.

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

CITY SIGNATURE

CITY OF FAIRHOPE, ALABAMA

BY: _____ Sherry Sullivan, Mayor

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

NOTARY FOR THE CITY OF FAIRHOPE:

STATE OF ALABAMA]
COUNTY OF BALDWIN]

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

Given under my hand and notarial seal on this the ____ day of _____ 2021

Notary Public _____

My Commission Expires ____/____/____

CONSULTANT SIGNATURE

If not a Corporation

BY: _____ ATTEST: _____
(CONSULTANT SIGNATURE)

If a Corporation

(CORPORATION NAME)

BY: _____ ATTEST: _____
(CONSULTANT SIGNATURE)

As Its: _____

NOTARY FOR CONSULTANT:

STATE OF _____]
COUNTY OF _____]

I, _____, a Notary Public in and for said State and County,
hereby certify that _____, whose title as _____

of _____ is signed to the foregoing conveyance and who is
(Company name)

known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they as such officer and with full authority, executed the same voluntarily on the day the same bears date.

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

Notary Public _____

My Commission Expires ____/____/____

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to execute a contract with Kimley-Horn to perform Professional Consulting Services for the New Water Transmission Line on County Road 33 for the Water Department (RFQ No. PS014-21) with a not-to-exceed amount of \$415,000.00.

DULY ADOPTED THIS 28TH DAY OF JUNE, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 6/21/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award RFQ PS014-21 Professional Engineering Services for New Water Transmission Line on CR33 to Kimley-Horn and Associates, Inc.

Project Location: County Rd 33

Presented to City Council: 6/28/2021

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

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 415,000.00

Vendor: Kimley-Horn and Associates, Inc.

Project Engineer: n/a

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

Department Funding This Project

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

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Sanitation-40
 Fac Maint-45 Golf-50 Golf Grounds-55 Museum-70 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone

Project will be:

Expensed
Capitalized XXX
Inventoried

Funding Source:

Operating Expenses
Budgeted Capital XXX
Unfunded

Expense Code: 004010-69500
G/L Acct Name: System Improve-Distribution

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

Project Budgeted: \$ 900,000.00
Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ (485,000.00)

Comments: The work of engineering will be design and construction phase services of approximately 13,600 LF of 24" water main and associated appurtenances.

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

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant _____ **City Treasurer** _____ **Mayor** _____

Purchasing Memo Date: 6/18/2021 Purchasing Memo Date: 6/18/2021 Delivered To Date: 6/21/2021
Request Approved Date: 6/21/2021 Request Approved Date: 6/21/2021 Approved Date: 6/21/2021

Signatures: Aislinn Stone Kim Creech Mayor Sherry Sullivan



MEMO

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

Sherry Sullivan
Mayor

Date: June 18, 2021

Re: Approval of negotiated fees for budgeted professional services for **RFQ PS014-21 Professional Engineering Services for New Water Transmission Line on CR 33**

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

The new engineering services are budgeted for **FY2021** with a projected cost of \$900,000 through the multi-year Water Systems Improvements for the City.

The City Council approved the Mayor's selection of **Kimley-Horn and Associates, Inc** at the June 14, 2021 City Council meeting, and authorized the Mayor to establish a Not-To-Exceed amount for the work. The work of engineering will be design and construction phase services of approximately 13,600 LF of 24" water main and associated appurtenances. The professional services provided will be for the three proposed tasks

TASK I	Construction Plans, Specifications and Permitting	\$269,000.00
TASK II	Bid Administration	\$ 5,000.00
TASK III	Construction Admin and Observation Services	\$134,000.00

The negotiated Not-to-Exceed fee is **FOUR HUNDRED FIFTEEN THOUSAND DOLLARS (\$415,000.00)** for **RFQ PS014-21 Professional Engineering Services for New Water Transmission Line on CR 33**

Please place on the Council Agenda this request for approval of negotiated not-to-exceed amount of \$415,000.00 for the project, with approval of \$269,000.00 for Task I to begin, and allow the Mayor to sign the contract.

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

Cc: file; S Sullivan, Jason Langley

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

RESOLUTION NO. 4109-21


BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of Kimley-Horn to perform Professional Consulting Services for the New Water Transmission Line on County Road 33 (RFQ No. PS014-21); and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 14TH DAY OF JUNE, 2021



Jack Burrell, Council President

Attest:



Lisa A. Hanks, MMC
City Clerk



MEMO

To: Kimberly Creech, City Treasurer

Sherry Sullivan
Mayor

From: Delores A Brandt
Delores A Brandt, Purchasing Manager

Date: May 20, 2021

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

Re: **City Council Approval of Mayor's choice of professional service provider RFQ No. PS014-21 Professional Consulting Services for New Water Transmission Line on CR 33 for the Water Department. This is a budgeted item for FY2021 and FY2022**

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

The Water Department needs to hire a professional consulting firm for **RFQ PS014-21 Professional Consulting Services for New Water Transmission Line on CR 33**. Mayor Sullivan chose **Kimley Horn** to perform the professional services for the project. The new water line project will increase water capacity supplied from well field/treatment plant #3 to our storage tanks on Fairhope Avenue which will also increase capacity to the south. It is expected to take 24 months to complete. The estimated cost will be split over FY21 and FY22 with \$900,000.00 budgeted for FY21.

Please move this request forward for City Council to approve the Mayor's selection of Kimley-Horn for RFQ PS014-21 Professional Consulting Services for New Water Transmission Line on CR 33 and approve for the Mayor to negotiate the not-to-exceed fee.

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

Kimley»»Horn

June 16, 2021

City of Fairhope
Jason Langley
City Engineer
555 S. Section Street
Fairhope, AL 36532

RE: IPO 001 – Fairhope CR 33 24-inch Water Main Extension Project

Mr. Langley:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") proposes to provide the services identified in this Individual Project Order (IPO) for the project entitled "Fairhope CR 33 24-inch Water Main Extension Project" ("Project") pursuant to its Master Agreement with the City of Fairhope, dated _____.

This IPO-001 includes the design and construction phase services for the construction of approximately 13,600 linear feet of 24-inch diameter water main and associated appurtenances.

Attached is a scope and fee for your review and approval. We look forward to working with you on this vital project.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Charles H. Starling III, P.E., BCEE
Project Manager



INDIVIDUAL PROJECT ORDER: 001
Scope of Services
Fairhope CR 33 24-inch Water Main Extension Project

WORK AUTHORIZATION NUMBER 1

The following describes a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and the City of Fairhope (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated _____, which is incorporated herein by reference.

Identification of Project:

Project: City of Fairhope CR 33 24-inch Water Main Extension Project

Client: City of Fairhope

General Category of Services:

The City of Fairhope intends to construct the CR 33 24-inch Water Main (WM) extension consisting of approximately 13,600 linear feet (LF) of 24-inch diameter ductile iron pipe which will extend from the existing CR 33 elevated tank within the existing CR ROW to Fairhope Avenue (CR 48). The route alignment is provided in **Exhibit 1** attached.

The project will consist of survey, design, permitting, bid administration assistance, and construction phase services with the following understanding.

1. Kimley-Horn will contract directly with a survey sub-consultant to perform a topographic survey within the CR 33 rights-of-way (ROW) along the project corridor and up to 5 feet outside the ROW.
2. Kimley-Horn will contract directly with a geotechnical sub-consultant to perform a standard penetration test (SPT) near a potential horizontal directional drill location, and approximately four auger bores along the corridor and perform associated soil testing.
3. Kimley-Horn will perform a limited wetland survey along the route to identify wetland or stream crossings along the project corridor.
4. Kimley-Horn will prepare Bidding Documents for the construction of the 24-inch diameter water main.
5. Kimley-Horn will provide permitting assistance.
6. Kimley-Horn will provide bidding assistance.
7. Kimley-Horn will provide construction phase services.
8. If required, easement acquisition assistance (e.g. sketch and legal descriptions) will be provided under a separate IPO on an as-needed basis.

Specific Scope of Basic Services:

TASK 1 – CONSTRUCTION PLANS, SPECIFICATIONS, AND PERMITTING

- A. Kimley-Horn will prepare construction plans, specifications, and an opinion of probable construction cost for the work described in the General Category of Services.
- B. Kimley-Horn will coordinate with utility owners identified by utility locates to determine potential utility conflicts.
- C. Kimley-Horn will submit a preliminary route design based on the field survey and coordination with City staff.
- D. Kimley-Horn will submit 60%, 90% and 100% plans, specifications, and an opinion of probable cost for the City's review.
- E. Kimley-Horn will prepare a CBMPP and ADEM NPDES NOI application for the CR 33 Water Main Extension project.
- F. Kimley-Horn will coordinate with the County for CR 33 and CR 48 permits.
- G. All permit application fees will be paid by the City.
- H. Kimley-Horn will utilize a wetlands evaluation consultant to conduct a "windshield" survey along the project route to identify wetlands and surface waters within the ROW that might require alternative installation methods to avoid disturbance.
- I. Kimley-Horn will utilize a geotechnical professional consultant to perform a soil boring (up to 40 feet deep) at the potential horizontal directional drill location, and the completion of up to four auger bores along the proposed route. The purpose of the borings is to establish soil quality for trenching and back fill requirements along with estimating unsuitable soil quantities.

TASK 2 – BID ADMINISTRATION

- A. Kimley-Horn will prepare bid packages consisting of plans and specifications (in EJCDC format).
- B. Kimley-Horn will prepare the Bid Notification for advertisement. Kimley-Horn will provide the technical information required for the notification language.
- C. Kimley-Horn will conduct a pre-bid meeting at the project site with prospective bidders.
- D. Kimley-Horn will administer distribution of the bid packages and maintain a log of the issued bid packages. Kimley-Horn will charge those requesting hard copy or electronic bid packages a fee for each set of issued documents. The fee is intended to cover the cost of reproduction, shipping and handling of the bid packages. The City will be provided with two (2) hard copy bid package sets at no cost.
- E. Kimley-Horn will respond to Request for Information submittals (RFIs) and prepare bid addenda as necessary during the bid process.
- F. Kimley-Horn will review the bid responses and tabulate the results. Kimley-Horn will provide the City with a written bid tabulation record along with a selection recommendation.

TASK 3 – CONSTRUCTION ADMINISTRATION AND OBSERVATION SERVICES

A. Kimley-Horn will provide construction administration and observation services during the construction of the project. Construction Administration and Observation Services will consist of:

1. Pre-Construction Conference. Kimley-Horn will conduct a Pre-Construction Conference prior to commencement of construction activity.
2. Shop Drawings and Samples. Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which the Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.
3. Visits to Site and Observation of Construction. Kimley-Horn will make visits in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep Client informed of the general progress of the work.
4. Monthly Progress Meetings. Attend Monthly Progress Meetings (Assumed one per month at 2 hours each).
5. Applications for Payment. Based on observations and on review of applications for payment and supporting documentation, Kimley-Horn will determine amounts that Kimley-Horn recommends Contractor be paid. Such recommendations will be based on Kimley-Horn's knowledge, information and belief, and will state whether in Kimley-Horn's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, Kimley-Horn's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Kimley-Horn's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
6. Change Orders. Kimley-Horn may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
7. Requests for Information. Kimley-Horn will assist with responding to Requests for Information from the Contractor.
8. Substantial Completion. Kimley-Horn will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception

of those identified on a final punch list.

9. Final Notice of Acceptability of the Work. Kimley-Horn will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend final payment to Contractor. Accompanying the recommendation for final payment, Kimley-Horn will provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley-Horn's knowledge, information, and belief based on the extent of its services and based upon information provided to Kimley-Horn.
10. Record Documents. Kimley-Horn will provide the City of Fairhope with a final set of record documents recording identified changes by the Contractor. Kimley-Horn will rely on information obtained during the observation site visits and information provided by the Contractor.

Additional Services if required:

Services requested that are not specifically included will be provided under a new and separate IPO agreement or can be performed on an hourly basis upon written authorization.

SCHEDULE

Kimley-Horn will provide our services as expeditiously as practicable to meet the mutually agreed upon schedule.

INFORMATION PROVIDED BY OTHERS

Kimley-Horn shall be entitled to rely upon the accuracy of information provided by others in the performance of professional services. It is anticipated that the following items will need to be provided to Kimley-Horn by the City during the project:

1. Record drawings of existing utilities owned by the City of Fairhope for utilities within the project limits.

Electronic copies of photographs taken by City of Fairhope staff documenting construction progress.

Additional Services if required:

Services requested that are not specifically included will be provided under a new and separate IPO agreement or can be performed on an hourly basis upon written authorization.

Exclusions:

1. Permitting Fees.
2. Preparation of wetland permit.
3. Purchase of wetland mitigation credits.
4. Acquisition of easements.

METHOD OF COMPENSATION:

The Engineer will complete the above scope of services on a lump sum (not to exceed) fee basis for each respective task.

Task 1 Design Services	\$269,000.00
Task 2 Bid Phase Services	\$ 5,000.00
Task 3 Construction Administration and Oversight Services	\$134,000.00
Total Task 1 and 2	\$415,000.00

<u>Rate Schedule</u>	<u>Hourly Rate</u>
Principal Engineer	\$250.00
Project Manager	\$220.00
Senior Professional Engineer	\$200.00
Engineer II	\$150.00
Engineer 1	\$125.00
Analyst	\$105.00
Administrative	\$ 60.00

CLOSURE

If you concur in the foregoing and wish to direct us to proceed with the aforementioned services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. All provisions are in accordance with the terms and conditions of the consulting agreement between the City of Fairhope and Kimley-Horn, dated _____, and shall govern this agreement as applicable. Payment will be due within 45 days of your receipt of the invoice. Fees and times stated in the agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to propose these services to you. Please contact us should you have any questions at (251) 751-2527.

ACCEPTED:

CITY OF FAIRHOPE

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____

NAME: _____

NAME: Charles H. Starling, III, P.E., BCEE

TITLE: _____

TITLE: Associate

DATE: _____

DATE: June 16, 2021

K:\MOB_GIS\City of Fairhope\water main.mxd - 6/11/2021 8:56:25 AM - Brock Jones

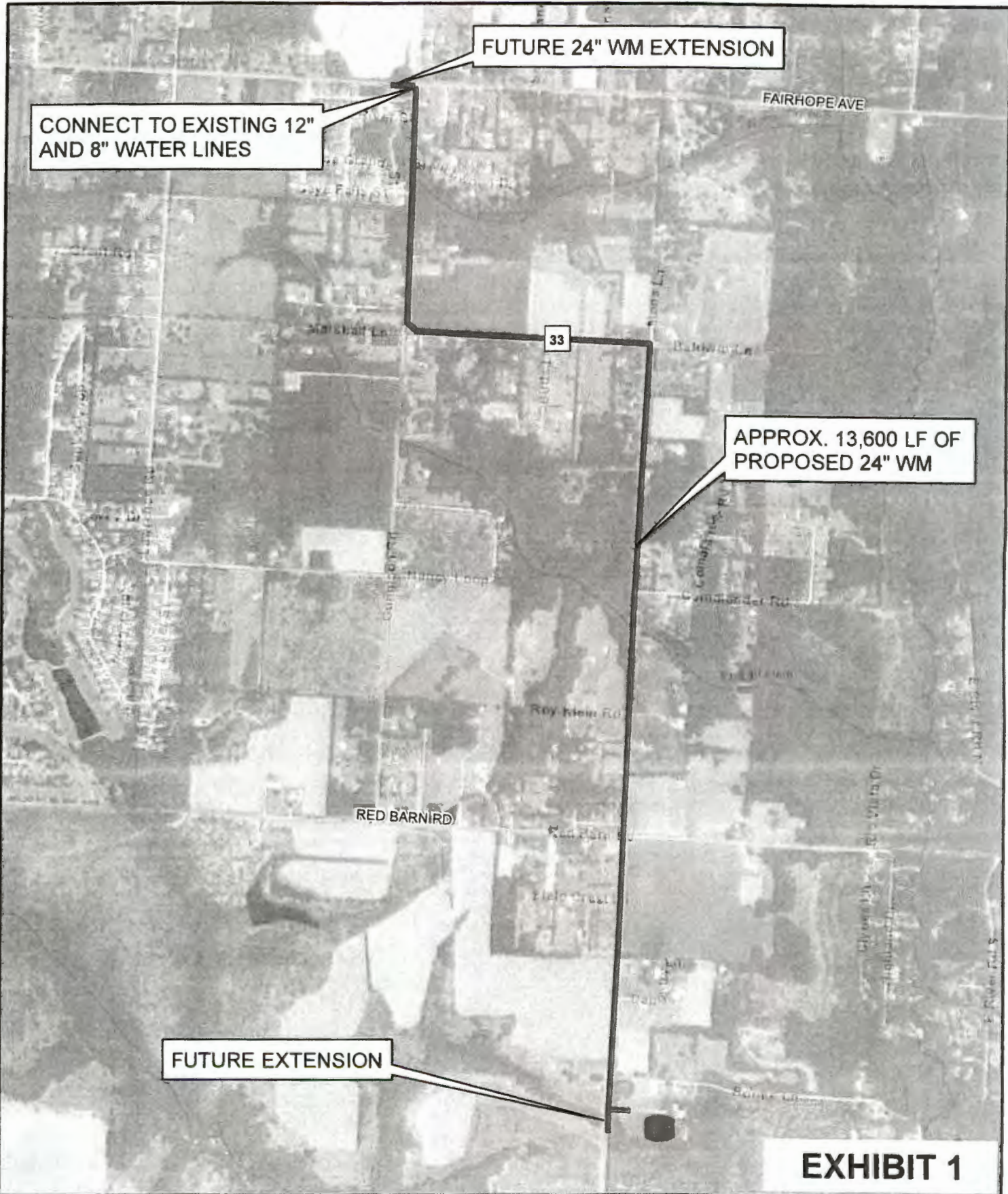


EXHIBIT 1

Kimley»Horn

© 2021 Kimley-Horn and Associates, Inc.
 11 N. WATER ST, SUITE 9290
 MOBILE, AL 36602
 Phone: (251) 263-8323
 www.kimley-horn.com CA 00000511

PROPOSED WATER MAIN FROM CR 33 TANK TO FAIRHOPE AVE

Project No.:

June 2021



Feet
 0 650 1,300



Client: City of Fairhope
 Project: Fairhope CR 33 24-inch Water Main Extension Project
 Engineer: Kimley-Horn and Associates, Inc.

Date Created: 6/10/2021
 Date Revised: 6/16/2021
 Date Printed: 6/16/2021

**FAIRHOPE CR 33 24-INCH WATER MAIN EXTENSION PROJECT
 CITY OF FAIRHOPE
 PRE-DESIGN OPINION OF PROBABLE CONSTRUCTION COST**

ITEM	DESCRIPTION	ESTIMATED QUANTITY		MATERIAL UNIT PRICE	MATERIAL TOTAL	LABOR EQUIPMENT UNIT PRICE	LABOR EQUIPMENT TOTAL	EXTENDED UNIT COST	EXTENDED TOTAL
1.0 SITE WORK AND DECOMMISSIONING									
1.01	Mobilization	1	LS	\$ 151,580.00	\$ 151,600.00	\$ -	\$ -	\$ 151,580.00	\$ 151,600.00
1.02	Silt Fence (Installation and Removal)	13600	LF	\$ 2.00	\$ 27,200.00	\$ 3.00	\$ 40,800.00	\$ 5.00	\$ 68,000.00
1.03	Site Restoration and Grassing	4	AC	\$ 1,500.00	\$ 6,000.00	\$ 2,000.00	\$ 8,000.00	\$ 3,500.00	\$ 14,000.00
MATERIAL SUBTOTAL:					\$ 184,800.00	LABOR/EQUIP SUBTOTAL:		\$ 48,800.00	\$ 233,600.00
2.0 24-inch Diameter Water Main									
2.01	24-inch DI PC 200 pipe	13400	LF	\$ 95.00	\$ 1,273,000.00	\$ 85.00	\$ 1,139,000.00	\$ 180.00	\$ 2,412,000.00
2.02	24-inch HDPE HDPE DIPS DR 11	200	LF	\$ 150.00	\$ 30,000.00	\$ 600.00	\$ 120,000.00	\$ 750.00	\$ 150,000.00
2.03	12-inch DI PC 350 pipe	20	LF	\$ 58.10	\$ 1,200.00	\$ 50.00	\$ 1,000.00	\$ 108.10	\$ 2,200.00
2.04	8-inch DI PC 350 pipe	20	LF	\$ 31.25	\$ 600.00	\$ 30.00	\$ 600.00	\$ 61.25	\$ 1,200.00
2.05	24-inch gate valve, MJ	5	EA	\$ 24,000.00	\$ 120,000.00	\$ 1,500.00	\$ 7,500.00	\$ 25,500.00	\$ 127,500.00
2.06	12-inch gate valve, MJ	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 500.00	\$ 500.00	\$ 4,000.00	\$ 4,000.00
2.07	8-inch gate valve, MJ	1	EA	\$ 2,150.00	\$ 2,200.00	\$ 500.00	\$ 500.00	\$ 2,650.00	\$ 2,700.00
2.08	24-inch Class 350 Ductile Iron MJ 90-deg Bend	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 500.00	\$ 1,000.00	\$ 3,500.00	\$ 7,000.00
2.09	24-inch Class 350 Ductile Iron MJ 45-deg Bend	6	EA	\$ 2,800.00	\$ 16,800.00	\$ 500.00	\$ 3,000.00	\$ 3,300.00	\$ 19,800.00
2.10	24-inch Class 350 Ductile Iron MJ 22.5-deg Bend	2	EA	\$ 2,800.00	\$ 5,600.00	\$ 500.00	\$ 1,000.00	\$ 3,300.00	\$ 6,600.00
2.11	24-inch Class 350 Ductile Iron MJ 11.25-deg Bend	2	EA	\$ 2,800.00	\$ 5,600.00	\$ 500.00	\$ 1,000.00	\$ 3,300.00	\$ 6,600.00
2.12	24-inch Class 350 Ductile Iron TEE	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 500.00	\$ 1,000.00	\$ 5,500.00	\$ 11,000.00
2.13	24"x8" Class 350 Ductile Iron TEE	1	EA	\$ 4,500.00	\$ 4,500.00	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 5,000.00
2.14	24x12" Class 350 Ductile Iron TEE	1	EA	\$ 4,500.00	\$ 4,500.00	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 5,000.00
2.13	36-inch STL Casing 0.312" thk.	120	LF	\$ 135.00	\$ 16,200.00	\$ 500.00	\$ 60,000.00	\$ 635.00	\$ 76,200.00
2.14	Hydrant and Assembly	2	EA	\$ 3,500.00	\$ 7,000.00	\$ 2,000.00	\$ 4,000.00	\$ 5,500.00	\$ 11,000.00
2.15	Asphalt Repair, Driveway, etc.	1500	SY	\$ 30.00	\$ 45,000.00	\$ 20.00	\$ 30,000.00	\$ 50.00	\$ 75,000.00
2.16	Air Release Valve	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 500.00	\$ 1,000.00	\$ 2,500.00	\$ 5,000.00
2.17	8-inch Tapping Sleeve and Valve	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00
2.18	12-inch Tapping Sleeve and Valve	1	EA	\$ 3,800.00	\$ 3,800.00	\$ 8,000.00	\$ 8,000.00	\$ 11,800.00	\$ 11,800.00
2.0 MATERIAL SUBTOTAL:					\$ 1,562,000.00	2.0 LABOR/EQUIP SUBTOTAL:		\$ 1,387,600.00	\$ 2,949,600.00
SUBTOTAL (1.0):					\$ 1,746,800.00	SUBTOTAL (2.0):		\$ 1,436,400.00	\$ 3,183,200.00
CONTINGENCY (20 Percent):					\$ 349,400.00	CONTINGENCY (20 Percent):		\$ 287,300.00	\$ 636,700.00
CONSTRUCTION TOTAL:					\$ 2,096,200.00	CONSTRUCTION TOTAL:		\$ 1,723,700.00	\$ 3,819,900.00

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Assumptions:

- 1) Assumed a Jack and Bore will be required under Fairhope Avenue.
- 2) Assumed a horizontal directional drill will be required under creek/drainage. This will help to expedite the permitting process and remove the need for a USACE permit. 24-inch HDPE DIPS DR 11 ID = 20.8". Will only result in an increased headless of approximately 0.24 ft (negligible) at 3,600 gpm and will save cost in lieu of 30-inch HDPE.

**MASTER AGREEMENT BETWEEN CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES**

THIS AGREEMENT is made this ___ day of _____, 20___, by and between CITY OF FAIRHOPE ("the Client") and KIMLEY-HORN AND ASSOCIATES, INC. ("the Consultant"). This Agreement sets forth the terms whereby Kimley-Horn, or an affiliated company, will provide professional services on one or more projects (with respect to each engagement "the Project"), with the specifics of each engagement to be set forth in an Individual Project Order ("IPO"). If the IPO is executed by an affiliated company of Kimley-Horn, the IPO shall incorporate the terms of this Agreement as if signed by the affiliated company.

(1) Scope of Services and Additional Services. The Consultant will perform only services set forth in IPO's ("the Services"). If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) Client's Responsibilities. In addition to other responsibilities in this Agreement or imposed by law, the Client shall:

(a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the Project and all Client standards of development, design, or construction.

(c) Provide the Consultant all available studies, plans, or other documents pertaining to the Project, such as surveys, engineering data, and environmental information, etc., all of which the Consultant may rely upon.

(d) Provide for access to the project site and other property as required for the Consultant to provide its services.

(e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.

(f) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary.

(g) Obtain any independent accounting, legal, insurance cost estimating, and feasibility services as the Client may require.

(h) Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any development that affects the Consultant's services, or any defect or

nonconformance in any aspect of the Project.

(3) Period of Services. This Agreement and the rates of compensation in IPO's are agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Services. The Consultant shall begin work on each IPO after receipt of a fully executed copy of the IPO. The times for performance shall be extended as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months, the rates of compensation shall be renegotiated.

(4) Compensation for Services. The Consultant's compensation shall be computed on the basis set forth herein, unless otherwise stated in the IPO. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost. If the Consultant's compensation is on an hourly labor fee basis, estimated fees and expenses may be set forth in the IPO in question. Services undertaken or expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the Client.

(5) Method of Payment.

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to any charge on an invoice, it shall so advise the Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing. If the Client objects on only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.

(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to

the proceedings. Such expenses shall include the cost, at the Consultant's normal billing rates, of the time devoted to such proceedings by its employees.

(e) The Client agrees that payment to the Consultant is not subject to any contingency. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing the right of the Consultant to collect additional amounts from the Client.

(6) Use of Documents. All documents, data, and programs prepared by the Consultant are related exclusively to the services described in the IPO and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of the Project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in the IPO. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(7) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited the costs of construction and materials, are made solely based on its judgment a professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator to make such determination. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services by the Client.

(8) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof or upon thirty days' written notice for the convenience of the terminating party. The Consultant will be paid for all services rendered to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination.

(9) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, the total liability, in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and the Consultant's subconsultants, and any of them, to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any cause, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, the Consultant's subconsultants or any of them, shall not exceed twice the total compensation received by the Consultant under the IPO in question or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or lost profits.

(12) Construction Costs. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions, or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(13) Certifications. All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(14) Dispute Resolution. All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(15) Hazardous Substances. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(16) Construction Phase Services.

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(17) No Third-Party Beneficiaries; Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. The Client shall not assign, sublet or transfer any rights under or interest in this Agreement or any claim

arising out of the performance of services by the Consultant without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, it will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(18) Confidentiality. The Client hereby consents to the use and dissemination by the Consultant of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of such identified material.

(19) Miscellaneous Provisions. This Agreement is to be governed by the law of the State in which the Project is located. This Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersede all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a document executed by both the Consultant and the Client. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

The parties have made and executed this Agreement as of the day and year first above written.

[INSERT CLIENT NAME]

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED: _____

SIGNED: _____

PRINTED NAME: _____

PRINTED NAME: _____

TITLE: _____

TITLE: _____

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client				
Mailing Address for Invoices				
Federal ID Number				
Contact for Billing Inquiries				
Contact's Phone and e-mail				
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>
			Unrelated to Owner	<input type="checkbox"/>

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

PROJECT REQUEST FORM

Project Owner: City of Fairhope Department: Water

Bid Number and Name: RFQ PS014-21 Professional Consulting Services for New Water Transmission Line on CR 33

Budget Amount: \$900,000 for two yrs Budget Code: 004-16050

Anticipated Start Date: ASAP Project Duration: 12 Months

Bid Duration: 2 years 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 Professional

Related Bids/RFs: _____ Bid Opening: _____

Force Account Project: No Yes Estimated Amount: 1,900,000 Budget Code: 004-16050

This request is for approving Kimley / Horn as engineer of record for the Water Transmission line Project along Hwy 33. This will connect Well Field 3 to Fairhope Avenue transmission main.
Notes: _____

This is a budgeted project that is under FY21 and FY22 Budget years.

SIGNATURES

Requestor: _____

Finance Director: _____

City Treasurer: _____

Mayor: _____

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to execute a contract with Lieb Engineering Company to perform Professional Engineering Services for Design and Construction Administration for additional Ballfields and Parking for the Recreation Department (RFQ No. PS025-21) with a not-to-exceed amount of \$25,000.00.

DULY ADOPTED THIS 28TH DAY OF JUNE, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

JUN 22 2021 AM 8:35

Issuing Date: 6/18/2021

Please return this Routing Sheet to Treasurer ASAP

Project Name: Award RFQ PS025-21 Professional Engineering Services for the Design and Construction for additional ball fields and parking lots at Volanta Park

Project Location: Volanta Park

Presented to City Council: 8/28/2021

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

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 25,000.00

Vendor: Leib Engineering Company

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 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone

Project will be:

Expensed
Capitalized XXX
Inventoried

Funding Source:

Operating Expenses
Budgeted Capital XXX
Unfunded

Expense Code: 103-55930
G/L Acct Name: Volanta Park Baseball Project

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

Project Budgeted: \$ 670,000.00 Total project
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ (645,000.00)

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

Comments:

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 6/18/2021

Purchasing Memo Date: 6/18/2021

Delivered To Date: 6/18/2021

Request Approved Date: 6/18/2021

Request Approved Date: 6/18/2021

Approved Date: 6/18/2021

Signatures: Aislinn Stone

Kyle Creech
Kyle Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

Sherry Sullivan
Mayor

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

Date: June 18, 2021

Re: Approval of negotiated not-to-exceed fees for budgeted professional services for **RFQ PS025-21 Professional Engineering Services for the Design and Construction Admin for Additional Ball Fields and Parking Lots**

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

The new consulting services are budgeted in the **proposed budget for FY2021** for the Rec Department.

The City Council approved the Mayor's selection of **Leib Engineering Company** and authorized the Mayor to set a Not-To-Exceed amount for the work. The proposed budget for this project is \$670,000. **The negotiated Not-To-Exceed fee is TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) for RFQ PS025-21 Professional Engineering Services for the Design and Construction Admin for Additional Ball Fields and Parking Lots**

Please place on the Council Agenda this request for approval of negotiated not-to-exceed amount of \$25,000.00 and allow the Mayor to sign the contract for consultant work for the new ball fields and parking at Volanta Park.

Cc: file; S Sullivan, Pat Sullivan,

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
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:

Finance Manager:

City Treasurer:

Mayor:



LIEB ENGINEERING
C O M P A N Y

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

Project Proposal

Date: 5/3/2021

Attention: Pat White
City of Fairhope

Proposal No: 2021-025

Description: **Drainage Plan - Drainage Improvements Oak Street Section Street Intersection**

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.

LIEB ENGINEERING
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

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 \$24,900 to 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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PO Box 2266
Fairhope, AL 36533
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,

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

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Fairhope, AL 36533
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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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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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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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- 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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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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- 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



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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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Fairhope, AL 36533
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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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- 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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Fairhope, AL 36533
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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
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MEMO

Sherry Sullivan
Mayor

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

Date: June 18, 2021

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

Re: Approval of negotiated not-to-exceed fees for budgeted professional services for **RFQ PS025-21 Professional Engineering Services for the Design and Construction Admin for Additional Ball Fields and Parking Lots**

Lisa A. Hanks, MMC
City Clerk

The new consulting services are budgeted in the **proposed budget for FY2021** for the Rec Department.

Kimberly Creech
City Treasurer

The City Council approved the Mayor's selection of **Leib Engineering Company** and authorized the Mayor to set a Not-To-Exceed amount for the work. The proposed budget for this project is \$670,000. **The negotiated Not-To-Exceed fee is TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) for RFQ PS025-21 Professional Engineering Services for the Design and Construction Admin for Additional Ball Fields and Parking Lots**

Please place on the Council Agenda this request for approval of negotiated not-to-exceed amount of \$25,000.00 and allow the Mayor to sign the contract for consultant work for the new ball fields and parking at Volanta Park.

Cc: file; S Sullivan, Pat White

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

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 New Roof and Gutter Replacement for Public Works/Public Utilities Administration Building damaged by Hurricane Sally (FEMA 4563) for the Public Works Department (Bid Number 027-21).

[2] Bid No. 027-21 was sent to seven contractors, as well as multiple state agencies for MBE and DBE consideration, and the City's website.

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

Please see attached Bid Tabulations for
New Roof and Gutter Replacement for Public Works
And Public Utilities Administration Building
for the Public Works Department

[4] After evaluating the bid proposals with the required bid specifications, Roof Doctor of Alabama with a total bid proposal of \$112,000.00, is now awarded the bid for New Roof and Gutter Replacement for Public Works/Public Utilities Administration Building damaged by Hurricane Sally (FEMA 4563) for the Public Works Department.

Adopted on this 28th day of June, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 6/18/2021

Please return this Routing Sheet to Treasurer by: ASAP

JUN 22 21 10:35

Project Name: Award Bid 027-21 New Roof & Gutter Replacement for Public Works/Public Utilities Administration Building to Roof Doctors of Alabama

Project Location: 555 South Section Street

Presented to City Council: 6/28/2021

Funding Request Sponsor: Richard Johnson, Public Works Director
George Ladd, Assistant Public Works Director

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 112,000.00

Vendor: Roof Doctors of Alabama

Project Engineer: n/a

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

Department Funding This Project

General **Gas** Electric Water Sewer Gas Tax Cap 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 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital _____
Unfunded XXX

Expense Code: 002-16100
G/L Acct Name: Warehouse Prop Improvements

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

Project Budgeted: \$ _____ (FEMA-Sally and Insurance)
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ 112,000.00

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

Comments:

Insurance claim has been filed. In the past, the Public Utilities/Public Works building has been split between utilities. Assets can not be split. The total cost will be put on Gas books.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 6/11/2021

Purchasing Memo Date: 6/11/2021

Delivered To Date: 6/18/2021

Request Approved Date: 6/18/2021

Request Approved Date: 6/18/2021

Approved Date: 6/18/2021

Signatures: _____
Aislinn Stone

Kim Creech

Mayor Sherry Sullivan



MEMO

To: Aislinn Stone, Senior Accountant
Kimberly Creech, City Treasurer

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

Sherry Sullivan
Mayor

Council Members:

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

Date: June 11, 2021

Re: Placement on City Council agenda to approve award of Bid 027-21 New Roof & Gutter Replacement for Public Works/Public Utilities Administration Building damaged by Hurricane Sally (FEMA 4563) for Public Works Dept

The Public Works Director, Richard Johnson is requesting approval to repair the roof and replace the gutter system on the Public Works and Public Utilities Admin building that was damaged in Hurricane Sally (FEMA 4563) on or about September 15, 2020.

Bid 027-21 New Roof & Gutter Replacement for Public Works/Public Utilities Administration Building was sent to seven (7) contractors, as well as multiple state agencies for MBE and DBE consideration, and the City's website, where it was viewed by 63 of the 294 e-notification recipients. The City received one bid. The Director of Public Works recommends the award be made to **Roof Doctor of Alabama** in the amount of **ONE HUNDRED TWELVE THOUSAND DOLLARS (\$112,000.00)**.

Please prepare a greensheet and place on the next City Council Agenda this request to award the repair of the roof on the administration building for Public Works and Public Utilities, damaged in Hurricane Sally (FEMA 4563) to ROOF DOCTOR OF ALABAMA in the amount of \$112,000.00.

Cc: Richard Johnson, George Ladd, Randy Weaver, Clint Steadham

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

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

CITY OF FAIRHOPE BID TABULATION

BID 027-21 New Roof & Gutter Replacement for PW/PU Admin Bldg--FEMA 4563

BID OPENED: June 9, 2021, 10:00 a.m.

7 emailed, minority, women-owned, special interest, and SBDC sites, viewed by 63 of 294 enotifications

Vendor	Bid Docs Signed/Notarized	Contractor license	Anti-Lobbying Certification	Additional Documentation Required	New Roof System*	New Internal Gutter	Scupper, Conductor Head & Downspout	Overhead and Profit	TOTAL Price
Roof Doctor of Alabama, Inc.	Yes	Yes	Yes	N/A	\$83,400	\$3,600	\$4,500	\$15,000	*\$112,000
									*Due to an administrative error, Roof Doctor of Alabama, Inc. did not include overhead and profit (O&P) into the price bid on this project. Roof Doctor of Alabama, Inc. instead listed O&P in a separate line item. Furthermore, the total pricing did not add up to \$112,000. Roof Doctor of Alabama, Inc. has confirmed that in fact \$112,000 is their total bid response.

Recommendation: Roof Doctor of Alabama Inc for \$112,000.00 as presented on his Bid Response Form

Richard D Johnson, Director of Public Works Date

Delores A. Brandt, Purchasing Manager

6/11/21

6/11/21

RESOLUTION NO. _____

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

[1] That the City of Fairhope did request and solicit quotes for Resurfacing Six Hard Courts at the Mike Ford Tennis Center for the Recreation Department.

[2] After evaluating the Quotes with the required specifications, American Tennis Courts, Inc. is now awarded the procurement of Resurfacing Six Hard Courts at the Mike Ford Tennis Center with a total cost of \$28,621.00.

Adopted on this 28th day of June, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

JUN 22 '21 4:31:37

Issuing Date: 6/18/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award Resurfacing of six (6) Tennis Center courts to American Tennis Courts, Inc (PUBLIC WORKS CONTRACT)

Project Location: Mike Ford Tennis Center

Presented to City Council: 6/26/2021

Funding Request Sponsor: Pat White, Recreation Director
Tomas Catar, Tennis Center Pro

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 28,621.00

Vendor: American Tennis Courts, Inc

Project Engineer: n/a

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

Department Funding This Project

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

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 **Rec-25** Civic-26 Street-35 Sanitation-40
 Fac Maint-45 Golf-50 Golf Grounds-55 Museum-70 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone

Project will be:

Expensed _____
 Capitalized XXX
 Inventoried _____

Funding Source:

Operating Expenses _____
 Budgeted Capital _____
 Unfunded XXX

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

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

Project Budgeted: \$ _____ - Budgeted in FY2020, due to COVID-19, projects not done.
 Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ 28,621.00

Comments:

This project should have been budgeted in FY2021 as a rollover project.

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

<u>Senior Accountant</u>	<u>City Treasurer</u>	<u>Mayor</u>
Purchasing Memo Date: <u>6/18/2021</u>	Purchasing Memo Date: <u>6/18/2021</u>	Delivered To Date: <u>6/21/2021</u>
Request Approved Date: <u>6/21/2021</u>	Request Approved Date: <u>6/21/2021</u>	Approved Date: <u>6/21/2021</u>
Signatures: <u>Aislinn Stone</u>	<u>Kim Creech</u> Kim Creech	<u>Sherry Sullivan</u> Mayor Sherry Sullivan



MEMO

Date: June 18, 2021

To: Aislinn Stone, Senior Accountant
Kim Creech, Treasurer

Sherry Sullivan
Mayor

From: Delores A Brandt
Delores A Brandt, Purchasing Manager

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Corey Martin

Lisa A. Hanks, MMC
City Clerk

Kim Creech
City Treasurer

Re: Request Green Sheet approval for procurement of resurfacing of six hard courts at the Mike ford Tennis Center for the Parks and Recreation Department

The Director of Parks and Recreation, Pat White, and Tomas Catar, Tennis Pro, are requesting the budgeted resurfacing of six hard courts at the Tennis Center. This Public Works project is budgeted in for \$22,675.00. Request for quotes was sent to six companies. Five companies responded (see attached), and the lowest quote submitted is for **TWENTY-EIGHT THOUSAND SIX HUNDRED TWENTY-ONE DOLLARS (\$28,621.00)** from **AMERICAN TENNIS COURTS, INC.**

Lead time is as soon as approved

Please compose a greensheet to approve this budgeted request for the resurfacing of six hard courts at the tennis center by American Tennis Courts, Inc. for the quoted price of \$28,621.00 from

Cc, file, Tomas Catar, Pat White, Randy Weaver, Clint Steadham

161 North Section Street
PO Drawer 429
Fairhope, Alabama
36533

251-928-2136
251-928-6776 Fax
www.fairhopeal.gov

PURCHASING DEPARTMENT REQUEST FORM

Requestor: Pat White Department: Recreation - Tennis

Project Name: Tennis Hard Courts Re-surfacing

Brief Project Description: Re-surface / paint / seal hard courts

Project Category: Item Bid Professional Service Other

Budget Amount: \$22,675 Budget Code: _____

BID USE ONLY

Anticipated Start Date: ASAP Project Duration: 2 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: Tomas Catar - Pat White

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: 
Pat White (May 5, 2021 15:29 CDT)

Finance Manager: _____

City Treasurer: 
Kim Creech (May 30, 2021 19:42 CDT)

Mayor: 
Sherry Sullivan (May 31, 2021 10:20 CDT)



AMERICAN TENNIS COURTS, INC.

1272 BOLTONS BRANCH DR. • MOBILE, AL 36606 • President: Jeffrey M. Nichols
(251) 476-4714 • (800) 854-1921 • FAX (251) 476-4723
www.americantenniscourts.net

May 4, 2021

Pat White
City of Fairhope
Fairhope, AL

Dear Pat,

As requested, we are pleased to offer the following quotation for the work to be performed on six (6) tennis courts located in the Mike Ford Tennis Center.

For the price of \$28,621.00, we will resurface the six tennis courts at the Mike Ford Tennis Center according to the Resurfacing specifications as received dated 12/20/19.

Thank you for the opportunity to offer this quotation. This quotation is valid for 30 days. If you need any additional information, please call me at the number above. If you wish to schedule and have this work performed, sign below and either fax or email a copy of this letter to our office. I look forward to hearing from you and working with you.

Sincerely,

Jeff Nichols

Jeffrey M. Nichols
President

Signature of Acceptance

Date



The information contained in this proposal remains the property of American Tennis Courts and cannot be utilized by any other parties without the expressed permission of American Tennis Courts, Inc.

ALABAMA
FLORIDA
MISSISSIPPI



GEORGIA
LOUISIANA
TENNESSEE

Dee Dee Brandt

From: Tomas Catar
Sent: Tuesday, May 18, 2021 8:43 AM
To: Dee Dee Brandt
Subject: FW: Request for Quote for resurfacing 6 hard courts, City of Fairhope

TOMAS CATAR
Tennis Manager
PTR Master of Tennis, Performance
Ptr National Tester & Clinician
USPTA Elite Tennis Professional
City of Fairhope
www.cofairhope.com
251-990-9526

From: Curtis Thompson <curtis@duncanandthompson.com>
Sent: Wednesday, May 5, 2021 4:20 PM
To: Tomas Catar <Tomas.Catar@fairhopeal.gov>
Subject: RE: Request for Quote for resurfacing 6 hard courts, City of Fairhope

SENT FROM AN EXTERNAL ADDRESS

Tomas:
We will not be able to provide pricing for this project.

Curtis Thompson
Duncan & Thompson Construction Services, LLC
520 Mineral Trace – Suite D
Hoover, AL 35244
Phone: 205-403-9151

From: Tomas Catar <Tomas.Catar@fairhopeal.gov>
Sent: Wednesday, May 5, 2021 3:53 PM
Cc: Tennis <tenniscenter@fairhopeal.gov>
Subject: Request for Quote for resurfacing 6 hard courts, City of Fairhope

Hi,

Please let me know if you would be interested in providing a quote for the Resurfacing of our 6 hard courts.

Here attached in the email is request and scope of work.
Please let me know if you have any questions.

Thank you so much,

My Best,

Tomas

TOMAS CATAR

Tennis Manager

PTR Master of Tennis, Performance

Ptr National Tester & Clinician

USPTA Elite Tennis Professional

City of Fairhope

www.cofairhope.com

251-990-9526

Dee Dee Brandt

From: Tomas Catar
Sent: Tuesday, May 18, 2021 8:45 AM
To: Dee Dee Brandt
Subject: FW: Request for Quote for resurfacing 6 hard courts, City of Fairhope

TOMAS CATAR
Tennis Manager
PTR Master of Tennis, Performance
Ptr National Tester & Clinician
USPTA Elite Tennis Professional
City of Fairhope
www.cofairhope.com
251-990-9526

From: Linn Lower <linn@lowerbros.com>
Sent: Monday, May 10, 2021 8:49 AM
To: Tomas Catar <Tomas.Catar@fairhopeal.gov>
Subject: RE: Request for Quote for resurfacing 6 hard courts, City of Fairhope

SENT FROM AN EXTERNAL ADDRESS

Thanks for thinking of us for this project. Unfortunately, due to our present work load we ill not be able to take on any new projects at this time. Keep us in mind in the future.

Thanks,

Linn Lower



Phone: 205-967-3901
Cell: 205-283-7703
Web: LowerBros.com

From: Tomas Catar <Tomas.Catar@fairhopeal.gov>
Sent: Wednesday, May 5, 2021 3:53 PM
Cc: Terinis <tenniscenter@fairhopeal.gov>
Subject: Request for Quote for resurfacing 6 hard courts, City of Fairhope

Hi,

Please let me know if you would be interested in providing a quote for the Resurfacing of our 6 hard courts.

Here attached in the email is request and scope of work.

Please let me know if you have any questions.

Thank you so much,

My Best,

Tomas

TOMAS CATAR

Tennis Manager

PTR Master of Tennis, Performance

Ptr National Tester & Clinician

USPTA Elite Tennis Professional

City of Fairhope

www.cofairhope.com

251-990-9526

Dee Dee Brandt

From: Tomas Catar
Sent: Tuesday, May 18, 2021 8:42 AM
To: Dee Dee Brandt
Subject: FW: Request for Quote for resurfacing 6 hard courts, City of Fairhope

TOMAS CATAR
Tennis Manager
PTR Master of Tennis, Performance
Ptr National Tester & Clinician
USPTA Elite Tennis Professional
City of Fairhope
www.cofairhope.com
251-990-9526

From: Steve Clift <steve@baselinellc.com>
Sent: Thursday, May 6, 2021 7:11 AM
To: Tomas Catar <Tomas.Catar@fairhopeal.gov>
Subject: RE: Request for Quote for resurfacing 6 hard courts, City of Fairhope

SENT FROM AN EXTERNAL ADDRESS

Tomas,

Thanks so much for reaching out! Due to our work load already in place for the year we won't be able to provide pricing.

Thanks so much and best of luck!

Steve Clift
M - 423.593.8284
www.BaselineLLC.com

BASELINE

SPORTS CONSTRUCTION

From: Tomas Catar <Tomas.Catar@fairhopeal.gov>

Sent: Wednesday, May 5, 2021 4:53 PM

Cc: Tennis <tenniscenter@fairhopeal.gov>

Subject: Request for Quote for resurfacing 6 hard courts, City of Fairhope

Hi,

Please let me know if you would be interested in providing a quote for the Resurfacing of our 6 hard courts.

Here attached in the email is request and scope of work.

Please let me know if you have any questions.

Thank you so much,

My Best,

Tomas

TOMAS CATAR

Tennis Manager

PTR Master of Tennis, Performance

Ptr National Tester & Clinician

USPTA Elite Tennis Professional

City of Fairhope

www.cofairhope.com

251-990-9526

Dee Dee Brandt

From: Tomàs Catar
Sent: Tuesday, May 18, 2021 8:43 AM
To: Dee Dee Brandt
Subject: FW: Request for Quote for resurfacing 6 hard courts, City of Fairhope

TOMAS CATAR
Tennis Manager
PTR Master of Tennis, Performance
Ptr National Tester & Clinician
USPTA Elite Tennis Professional
City of Fairhope
www.cofairhope.com
251-990-9526

From: Curtis Thompson <curtis@duncanandthompson.com>
Sent: Wednesday, May 5, 2021 4:20 PM
To: Tomas Catar <Tomas.Catar@fairhopeal.gov>
Subject: RE: Request for Quote for resurfacing 6 hard courts, City of Fairhope

SENT FROM AN EXTERNAL ADDRESS

Tomas:
We will not be able to provide pricing for this project.

Curtis Thompson
Duncan & Thompson Construction Services, LLC
520 Mineral Trace – Suite D
Hoover, AL 35244
Phone: 205-403-9151

From: Tomas Catar <Tomas.Catar@fairhopeal.gov>
Sent: Wednesday, May 5, 2021 3:53 PM
Cc: Tennis <tenniscenter@fairhopeal.gov>
Subject: Request for Quote for resurfacing 6 hard courts, City of Fairhope

Hi,

Please let me know if you would be interested in providing a quote for the Resurfacing of our 6 hard courts.

Here attached in the email is request and scope of work.
Please let me know if you have any questions.

Thank you so much,

My Best,

Tomas

TOMAS CATAR

Tennis Manager

PTR Master of Tennis, Performance

Ptr National Tester & Clinician

USPTA Elite Tennis Professional

City of Fairhope

www.cofairhope.com

251-990-9526

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 5,000 Strings of Outdoor Miniature LED Lights for the 2021/2022 Seasonal Lighting of the Trees; and the items are available for direct procurement through the OMNIA Partners Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$48,750.00.

Adopted on this 28th day of June, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

YAH

Issuing Date: 6/18/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of 5,000 strings of outdoor miniature LED lights for the 2021/2022 seasonal lighting of the trees from Imperial/Dade

Project Location: Downtown

Presented to City Council: 6/28/2021

Funding Request Sponsor: Paige Crawford, Director of Community Affairs

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 48,750.00 5,000.00 at \$9.75 each

Vendor: Imperial/Dade - Omnia Partners

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 NonDept/Fac-75 Debt Service-85 Marina-34 Plan/Zone

Project will be:

Expensed XXX
 Capitalized _____
 Inventoried _____

Funding Source:

Operating Expenses XXX
 Budgeted Capital _____
 Unfunded _____

Expense Code: 001240-50490
 G/L Acct Name: Community Events

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

Project Budgeted: \$ 79,876.00
 Balance Sheet Item Included in projected cash flow

Over (Under) budget amount: \$ (31,125.00)

Comments:

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant: _____ City Treasurer: _____ Mayor: _____

Purchasing Memo Date: 6/17/2021 Purchasing Memo Date: 6/17/2021 Delivered To Date: 6/18/2021

Request Approved Date: 6/18/2021 Request Approved Date: 6/18/2021 Approved Date: 6/18/2021

Signatures: Aislinn Stone Kim Creech Mayor Sherry Sullivan



MEMO

Sherry Sullivan
Mayor

To: Aislinn Stone, Senior Accountant
Kim Creech, Treasurer

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

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

Date: June 17, 2021

Re: Requesting Greensheet / City Council approval of budgeted annual procurement of Miniature LED Lights for seasonal lighting of trees in downtown for 2021

Lisa A. Hanks, MMC
City Clerk

Kim Creech
City Treasurer

The Community Affairs Director, Paige Crawford, is requesting approval to order **5,000 strings** of outdoor Miniature LED Lights for 2021 seasonal lighting of the trees. We currently have 5208 strings of new unused LED lights in the warehouse leftover from last year. The seasonal outdoor lights can be purchased through a co-operative Buying group and therefore do not need to be bid. See attached quote.

The lights can be purchased for **\$9.75 per string** and will not exceed **FORTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$48,750.00)** from Imperial/Dade, a member of OMNIA Partners, a purchasing co-operative approved by the State of Alabama.

Please compose a greensheet and place on the next City Council Agenda this request to procure 5,000 strings of outdoor LED lights from Imperial/Dade for annual tree lighting in the amount of \$48,750.00.

Cc: file; Paige Crawford, Randy Weaver

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

PURCHASING DEPARTMENT REQUEST FORM

Requestor: Paige Crawford Department: Community Affairs

Project Name: Lighting of the Trees

Brief Project Description: LED lights

Project Category: Item Bid Professional Service Other

Budget Amount: \$70,000 Budget Code: 001240-50490

BID USE ONLY

Anticipated Start Date: _____ Project Duration: _____

Bid Duration: _____ Engineer of Record: _____

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

Scope of Work Provided By: _____ Contract Extensions: No Yes

Project Administered: Internally Externally By: _____

Bidders List Review: No Yes By: _____

Tax Exempt Project: No Yes Insurance Requirements: Minimum Maximum

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

Related Bids/RFs: _____ Bid Opening: _____

FORCE ACCOUNT INFORMATION ONLY

Force Account Project: No Yes Estimated Amount: _____ Budget Code: _____

Notes: _____

SIGNATURES

Requestor: _____

Senior Accountant: _____

City Treasurer: _____

Mayor: _____



Quote #201030
Quote Date:
6/16/2021
Page 1 of 1

Quote

Quote For
OMNIA/FAIRHOPE PUBLIC WORKS Customer Number: 798101 NETWORK SERV NSC # 631-105052 555 SOUTH SECTION STREET FAIRHOPE, AL 36533 (251) 928-8003

Sales Consultant - GULF STATES
Jaime Gardner JGardner@dadepaper.com 251-747-1857

SKU	Item	Pack Size	UOM	Price
999999	LED WARM TREE LIGHTS	100	Carton	\$9.75

Comments:

(100 lights) decorative tree lights -LED \$9.75 per

Quantity of 5,000 pcs x \$9.75 = \$48,750⁰⁰

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to procure the Playground Equipment for the Fairhope-Point Clear Rotary Youth Club and Community Park; and the items are available for direct procurement through the OMNIA Partners Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$68,284.70.

Adopted on this 28th day of June, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

ZML

City of Fairhope
Project Funding Request

Issuing Date: 6/21/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of Playground Equipment for the Boys and Girls Club

Project Location: Boys & Girls Club

Presented to City Council: 6/28/2021

Resolution #: Approved _____

Funding Request Sponsor: Pat White, Recreation Director

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 68,284.70

\$ _____

Vendor: Great Southern Recreation through OMNIA Partners

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 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 103-55882
G/L Acct Name: Boys & Girls Club Playground

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

Project Budgeted: \$ 110,982.00 Remaining amount rolled over from FY2020 Budget
Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ (42,697.30)

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: 6/21/2021

Purchasing Memo Date: 6/21/2021

Delivered To Date: 6/21/2021

Request Approved Date: 6/21/2021

Request Approved Date: 6/21/2021

Approved Date: 6/21/2021

Signatures: *Aislin Stone*
Aislin Stone

Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

Date: June 21, 2021

To: Aislinn Stone, Senior Accountant
Kim Creech, Treasurer

Sherry Sullivan
Mayor

From: Deiores A Brandt
Deiores A Brandt, Purchasing Manager

Council Members

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

Lisa A. Hanks, MMC
City Clerk

Kim Creech
City Treasurer

Re: **Request Green Sheet approval for procurement of custom Pirate Structure playground equipment with additional swings for the Rotary Boy's and Girl's Club by the Parks and Recreation Department**

The Director of Parks and Recreation, Pat White, is requesting the budgeted equipment for the Rotary Boy's and Girls's Club to be purchased through **OMNIA Partners, contract # R170304-307496**, from GREAT SOUTHERN RECREATION. This project is budgeted in the improvements for Parks and Recreation budget of \$150,000.00. The attached quote is for **SIXTY-EIGHT THOUSAND TWO HUNDRED EIGHTY-FOUR DOLLARS AND SEVENTY CENTS (\$68,284.70) including freight charges of \$5,590.00** from GREAT SOUTHERN RECREATION.

Lead time is as soon as approved

Please compose a greensheet to approve this budgeted request for playground equipment for the Boy's and Girls Club from Great Southern Recreation through OMNIA Partners at the quoted price of \$68,284.70.

Cc, file, Pat White, Randy Weaver, Clint Steadham

151 North Section Street
PO Drawer 429
Fairhope, Alabama
36533

251-928-2136
251-928-6776 Fax
www.fairhopeal.gov

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Pat White

Date: 6/21/2021

Department: Parks and Recreation

ITEM OR SERVICE INFORMATION

- 1. What item or service do you need to purchase?** Custom Pirate Structure Playground with additional Swing bays
- 2. What is the total cost of the item or service?** \$68,284.70
- 3. Where will the item or service be physically located?** Rotary Youth Boys/Girls Park
- 4. What is the primary function of the item or service?** Playground for kids
- 5. How many do you need?** 1
- 6. Item or Service Is:** New Used Replacement Annual Request
- 7. When do you anticipate implementation?** ASAP
- 8. Additional Information or Comments:** Part of the budgeted improvements for the park
- 9. Vendor Name:** Great Southern Recreation
- 10. Vendor Number:** Click or tap here to enter text.

BUDGET INFORMATION

- 1. Is it budgeted?** Yes No Emergency Request
- 2. If budgeted, what is the budgeted amount?** \$150,000
- 3. What is the Capital Project Name or Operating Budget Code:** Click or tap here to enter text.
- 4. Check any applicable boxes:** State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

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



1-800-390-8438
www.GreatSouthernRec.com

Beautiful Outdoor Spaces, we can ALL be proud of.

ORGANIZATION:	City of Fairhope
CONTACT:	Pat White
ADDRESS:	161 N. Section St., Fairhope, AL 36532
PHONE:	334-224-5367

PROJECT TITLE:	Youth Rotary Playground
REVISION:	
OPTION:	

Official Quote from Great Southern Recreation

OMNIA PARTNERS - PURCHASING CO-OP - CONTRACT R170304-307496

TERRITORY MANAGER	DATE	TERRITORY	COUNTY	TERMS	COLORS
Jonas Bailey	5/18/2021	Alabama	Baldwin	Net 10	

PART NUMBER	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
R50B53CBA	1	Custom Pirate Structure	\$ 43,040.00	\$ 43,040.00
2130	1	Swing Bay	\$ 1,558.00	\$ 1,558.00
2130AB	2	Added Swing Bays	\$ 904.00	\$ 1,808.00
				\$ -
SUBTOTAL FOR EQUIPMENT				\$ 46,406.00
35%	Exclusive Certified Southern-built™ Installation			\$ 16,242.10
SAFETY SURFACE	118	EWf Surfacing - MATERIALS ONLY - City to Install	\$ 20.40	\$ 2,407.20
12" Depth Engineered Wood Fiber				
BORDERS	61	12" Plastic - MATERIALS ONLY - City to Install	\$ 30.00	\$ 1,830.00
ADA ACCESS	1	ADA 1/2 Entry Ramp	\$ 450.00	\$ 450.00
DISCOUNT	10%	OMNIA PARTNERS CONTRACT DISCOUNT		\$ (4,640.60)
SUBTOTAL				\$ 62,694.70

TAX RATE	EX
SALES TAX	-

BONDS	
EQUIPMENT FREIGHT	4,305.00
SURFACE FREIGHT	1,285.00

TOTAL	\$ 68,284.70
--------------	--------------

Please Note Exclusions and Expectations on Attached Contract Form

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope awards RFQ for the procurement of Pumps and Controls for Rehabilitation of the Tennis Club Lift Station off County Road 32 for the Sewer Department to Jim House & Associates with a cost of \$31,966.00; and authorizes procurement of Miscellaneous Materials to complete the install with a not-to-exceed cost of \$32,000.00 for a total not-to-exceed cost of \$63,966.00.

Adopted on this 28th day of June, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Received 6/28
8:13am 1966 2021

City of Fairhope
Project Funding Request

LAH
ASAP

Issuing Date: 6/22/2021

Please return this Routing Sheet to Treasurer by: _____

Project Name: Procurement and Install of Pumps and Controls for rehabilitation of the Tennis Center Lift Station

Project Location: Tennis Center Lift Station

Presented to City Council: 6/28/2021

Funding Request Sponsor: Jason Langley, Water & Sewer Superintendent

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 63,966.00 (\$31966.00 Pumps & Controls from Jim House)
(\$32,000.00 Misc. Materials to complete install)

Vendor: Jim House & Associates

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 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone

Project will be:

Expensed
Capitalized XXX
Inventoried

Funding Source:

Operating Expenses
Budgeted Capital XXX
Unfunded

Expense Code: 004020-50365
G/L Acct Name: Maintenance-Plant/Lift Station

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

Project Budgeted: \$ 63,966.00
Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ _____

Comments: \$500,000 Budgeted for Lift Station upgrades.

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

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

<u>Senior Accountant</u>	<u>City Treasurer</u>	<u>Mayor</u>
Purchasing Memo Date: <u>6/22/2021</u>	Purchasing Memo Date: <u>6/22/2021</u>	Delivered To Date: <u>6/22/2021</u>
Request Approved Date: <u>6/22/2021</u>	Request Approved Date: <u>6/22/2021</u>	Approved Date: <u>6/22/2021</u>
Signatures: <u>Aislinn Stone</u> Aislinn Stone	<u>Kim Creech</u> Kim Creech	<u>Sherry Sullivan</u> Mayor Sherry Sullivan



MEMO

Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

To: Aislinn Stone, Senior Accountant
Kimberly Creech, Treasurer

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

Date: June 22, 2021

Re: **Greensheet and City Council approval for immediate rehabilitation of Tennis Center Lift Station by Water/Sewer Department**

Water and Sewer Superintendent, Jason, Langley is requesting immediate attention to the need for rehabilitation of the Lift Station at the Tennis Club off CR32. The rehab will consist of demolition of building, removing old pumps and piping, installing new pumps, controls, and piping. All labor will be performed by our Water and sewer department.

Please see attached quotes for pump and controls

The City received three quotes for the pump and controls . The lowest quote is from JIM HOUSE and Associates, Inc for **THIRTY-ONE THOUSAND NINE HUNDRED SIXTY-SIX DOLLARS (\$31,966.00)**. The Superintendent recommends the award be made to Jim House and Associates, Inc. (see attached).

Please prepare a greensheet and place on the next City Council Agenda this request to award the procurement of the pumps and controls for the immediate rehabilitation of the lift station in the amount of \$31,966.00.

Cc: File, Jason Langley, 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

Dee Dee Brandt

From: Jason Langley
Sent: Tuesday, June 22, 2021 1:56 PM
To: Kimberly Creech; Sherry Sullivan
Cc: Dee Dee Brandt; Cory Pierce
Subject: Tennis Club LS
Attachments: Gilbert.pdf; JH Wright.pdf; Est_15673_from_Jim_House__Associates_Inc._49664.pdf

Mayor/Kim,

The Tennis Club LS off CR 32 needs rehabbed immediately. As we discussed yesterday the building was damaged during Sally. The rehab will consist of demolition of building, removing old pumps and piping, installing new pumps, controls, and piping. All labor will be performed by our department.

Please see attached quotes for pump and controls. My Recommendation is Jim House on this project. He has all parts on the shelf with a 7-10 day delivery time. Price for pumps and controls per quote is \$31,966.00. We will need to budget for materials to complete the installation. This budget cost will be \$32,000. This is worst case if wet well needs repairs and force main replacement. So a not to exceed for Materials to install should be \$32,000.00. Total estimated cost of \$63,966.00.

Jason

Jim House & Associates, Inc.
 1401 Georgia Road
 Irondale, AL 35210
 PO Box 101957 (35210)
 (205) 592-6302 (800) 292-6335
 Fax: (205) 951-0291



Since 1957

Gulf Coast Office
 24312 Highway 98
 Fairhope, AL 36532
 (251) 928-7867 (800) 919-7867
 Fax: (251) 928-7804

Quote

Date
6/15/2021

Quote #
15673

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

Ship To
FAIRHOPE WWTP 300 NORTH CHURCH STREET FAIRHOPE, AL 36532

*Dear customer,
 As requested, we are pleased to provide a quotation for the following equipment:*

Qty	Manufacturer	Item Description
1		Freight allowed

Only the items mentioned specifically herein are included. Additional equipment required for installation such as main electrical service, conduit and wire, discharge piping and/or valves, concrete, or any other necessary items are not included in our proposal and are to be provided by others. Pricing is subject to the attached terms and conditions. Service is available at the per diem rates shown in the attached terms and conditions. All pricing is firm for 30 days from the above date.

Sales Tax (0.0%)	\$0.00
Total:	\$31,966.00

J H WRIGHT & ASSOCIATES**QUOTATION #****PSC0621-27**

P. O. BOX 1085
 27395 POLLARD ROAD
 DAPHNE, AL 36526
 PHONE 888-655-7867 / 251-621-1491
 FAX 251-621-8111



QUOTATION PREPARED BY: PAUL COLETTA

DATE: 6/14/2021

TO:	ROSCOE SAFLEY	PROJECT:	FOX RUN LIFT STATION
COMPANY:	FAIHOPE UTILITIES		REHABILITATION
		ENGINEER:	N/A
PHONE:	251-331-4418	LOCATION:	FAIRHOPE, AL
FAX:			
CREDIT TERMS:	STD	SPECS PROVIDED VIA:	NA
DELIVERY:	3-5 WEEKS	FREIGHT:	INCLUDED

QUANTITY**DESCRIPTION**

1	DUPLEX LIFT STATION EQUIPMENT CONSISTING OF:	\$32,357
2	WILO MODEL FA10.33E SUBMERSIBLE PUMP, 10HP, 3/460/60	
2	BASE ELBOW	
2	STAINLESS STEEL GUIDE RAIL SYSTEM	
2	STAINLESS STEEL LIFTING CHAIN	
1	APS300 36" X 48" ALUMINUM WET WELL HATCH WITH SAFETY GRATE	
2	JHW CONTROL FLOAT	
1	RADAR LEVEL SENSOR	
1	STAINLESS STEEL FLOAT HANGER	
1	FAIRHOPE DUPLEX CONTROL PANEL	
1	STAINLESS STEEL CONTROL PANEL STAND WITH VENT JUNCTION BOX	
1	START-UP	

NOTE: PRICE IS FOR EQUIPMENT AND STARTUP ONLY, INSTALLATION BY OTHERS.

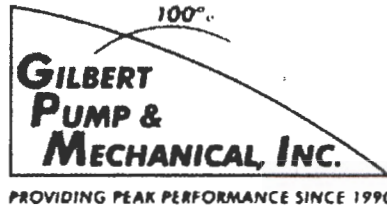
- 1 All quotations are good for 30 days.
- 2 Under no circumstances are "Retainage Fees" allowed.
- 3 All material is subject to engineer's final approval of submittals.
- 4 Our prices do not include any Federal, State or Local sales taxes.
- 5 All quotations are for material only and do not include any labor or installation unless otherwise noted.
- 6 Manufacturers standard warranty applies to all products.
- 7 JHW standard terms and conditions apply (see attached).
- 8 Should the services of a collection agency, attorney, or other legal service become necessary for collection, purchaser shall assume responsibility for all expenses accrued in the collection process.
- 9 Any material held at JHW's warehouse will be invoiced based on customer's original required date and payment is due within 30 days of invoicing

The undersigned agrees to and has the authority to bind purchaser to the terms and conditions and equipment above:

Date: _____

Proposal

632-B Lovejoy Road
Fort Walton Beach, FL 32548
(850) 864-4000, fax: (850) 864-4137



Quote #: 7016

To: Christopher Safely
City of Fairhope

Date: 6/21/2021

Project: Tennis Club Lift Station

Location: Fairhope, AL

Equipment: Pumps, Controls & Acc.

Terms: NET 30 Days

Lead Time: 5-6 Weeks

We are pleased to quote on the following equipment:

Qty:

- 1 Complete Lift Station Rehab. Components to Include the Following:
 - (2) Grundfos 4" Auto-Coupling Kits with Stainless Steel Upper Guide Rail Brackets
 - (40') 2" Sch 40 Type 304 Guide Rail Bar
 - (2) Grundfos SL1.30.A40. 100 Submersible Pumps (10HP / 230/460V / 3PH)
 - (1) CSI Custom Control Panel (DEP Style with 4-Float Operation and Dry Contacts for Scada Hook Up) (230V/ 3PH)
 - (1) 6 Hook Float Cord Bracket
 - (2) 2 Hook Pump Cord Brackets
 - (1) 4" Sch 40 Type 304 Stainless Steel Piping Package fit for Above Grade Discharge
 - (1) 4" Sch 40 Type 304 Stainless Steel Above Grade Piping Package
 - (1) 4" Matco-Norca Cast Iron Valve Package
 - (3) Stainless Steel Pipe Stands

NET PRICE: \$55,000.00

NOTES:

1. To release submittal data, sign and return. The lead time begins once the submittals have been approved and returned.
2. Only the above items are included, other items and installation is to be provided by others.
3. Applicable sales tax not included, sales tax to be added to the invoice.

Additional Notes:

Proposal Prepared By: Will Auclair

The undersigned agrees to and has the authority to bind the purchaser to the terms and conditions and equipment stated above.

For Gilbert Pump & Mechanical, Inc.

For: City of Fairhope

Date _____

This quote is valid for 45 days from the quote date. The quoted amount excludes applicable sales tax. Past due invoices will be charged interest at 1.5% per month. Should the services of an attorney, collection agency or other legal service become necessary for collection, purchaser will assume responsibility for all expenses accrued in the collection process including fees, court cost, serving charges, lien filing, etc. Since this agreement is between Gilbert Pump & Mechanical, Inc. and the purchaser and not agents, subcontractors, property owners, or any third party, Gilbert Pump Mechanical, Inc. will ultimately depend on the purchaser to insure payment and by signature above, purchaser agrees to guarantee timely payment.

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby authorizes Mayor Sherry Sullivan to execute a Biller Agreement with Invoice Cloud for Invoice Cloud Suite of Services which will allow the City of Fairhope to offer online payment processing in a securely hosted real-time environment pursuant to the terms and conditions of the Agreement.

DULY ADOPTED THIS 28TH DAY OF JUNE, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



Utilities' customers payment portal – Invoice Cloud

Recommendation:

Authorize Mayor to sign Biller Agreement with Invoice Cloud for Invoice Cloud suite of services. The service will allow the City of Fairhope to offer online payment processing in a securely hosted real-time environment. Customers will be able to view and print bills or invoices and payment records online and pay using credit cards, debit cards, and electric checks.

BACKGROUND INFORMATION

The current Munis customer portal payment options are limited. Invoice Cloud provides a secure, private, and third-party certified Payment Card Industry (PCI) level 1-compliant solution to electronically present bills from the Munis billing system and accept payments using all major credit and debit card brands, including VISA, MasterCard, Discover, and American Express; eChecks; digital wallet methods like Apple Pay and Google Pay; and now PayPal and Venmo. Customers receive a text notification with a direct link to their payment in Invoice Cloud mobile optimized site-no login or re-authentication required. If customer registered with Invoice Cloud, they could pay by replying to the text alert.

Invoice Cloud also offers an outbound IVR (Interactive Voice Response) service: bill reminders, past due notifications, and ad-hoc notices (water boil, power outage, etc.) They can customize and schedule reminder calls, e-mails and text to payers through the self-service portal.

Invoice Cloud provides tools to help out billers' customer Service representative better communicate with payers, including the biller portal.

Currently, we are paying \$151,000 per year for printing and mailing of customer statements/late notices. Every customer that converts to Paperless Billing is a \$.35 savings per statement per month.

<u>Service Description</u>	<u>Fee</u>
Integration, Deployment and Training NOTE: Includes integration with your billing system(s)	No Charge
Account Access – monthly access to branded Customer and Biller Portals – includes one (1) Administrative User NOTE: The monthly access fee covers maintenance, support, upgrades, and full access to the Invoice Cloud service for the biller and its customers	\$100.00
Help Desk Support and Marketing – access to Invoice Cloud Help Desk, client services team, and marketing support to help you achieve the industry's highest payment and paperless adoption.	No Charge

Paperless Billing – per paperless bill per cycle NOTE: Only when paper is suppressed, and a paper invoice is not mailed.	\$.20, New Paperless Enrollees only
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Electronic Payment Fees -- Utility

Residential Credit / Debit Cards Visa, MasterCard and Discover, and American Express – Fee per	1.7% per transaction if executed before July 1, 2021
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E-Check / ACH – per transaction	\$0.65
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Miscellaneous Fees

Credit Card Chargeback	\$15.00
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ACH Reject	\$15.00
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IVR & Outbound Campaigns

Inbound -- Per Call (Payment Only), <u>Paid by customer</u>	\$0.95 per transaction
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Optional - Outbound IVR: \$250 / mo Minimum

Outbound -- Per Call	\$0.15
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Outbound – Per email/Text	\$0.10
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SALES INFORMATION

IC Sales Rep	Tim Fugger	Vertical	Local Gov (Util, Tax, Misc)
Order Date	5/25/2021	Sales Partner	Software Partner
			Tyler - Munis

PRODUCTS AND SERVICES

Products	[EBPP] [IVR]
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PAYMENT METHODS ACCEPTED

Payment Types	[American Express] [VISA/Mastercard/Discover] [PayPal] [ACH/EFT]
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BILLER INFORMATION

Ownership Type		Phone	251-928-2136	Fax	
Legal Name		Website URL	https://www.fairhopeal.gov/home		
Address 1	161 North Section Street		Bus. Open Date		
Address 2			Federal Tax ID		
City	Fairhope		<i>*Federal Tax ID and Legal Name must match on all documents</i>		
State	AL	ZIP			

BILLER CONTACT

Primary Contact Name	Kim Creech
Phone	251-929-0346
Email Address	

SIGNING AUTHORITY

Name	Sherry Sullivan	Title	Mayor
Phone	2519282136	Fax	
		Email Address	

BILLER PRICING

Description	Interval	Cost Type	Cost
Bill Portal Access Fee	Monthly	Fixed (\$)	\$100.00
IC Payment Transaction Fee - Credit Card	Per Transaction	Percent (%)	1.70%
Invoice Presentment For Paperless Customers	Per Transaction	Fixed (\$)	\$0.20
ACH Reject Fee Non-Submitter (Chase)	Per Transaction	Fixed (\$)	\$15.00
Chargeback Fee Non-Submitter (Chase)	Per Transaction	Fixed (\$)	\$15.00
IC Payment Transaction Fee - EFT	Per Transaction	Fixed (\$)	\$0.65

HARDWARE

Card Reader Type		Quantity	0	Cost per Reader	
Card Reader				Billing Interval	
Shipping Addr. (if different than location address)					

Kiosk Type	Device Quantity	Per Device Txn Min
Standard/In-Door	0	750
Thru-Wall		800
Outdoor Model	0	850

Note: Biller will be charged for the minimum number of transactions listed to left each month per kiosk unit. In addition, if the Biller's order includes kiosks then the terms and conditions of Kiosk Managed Standard SOW (and applicable schedules) are hereby agreed and incorporated by reference

BILLER BANK INFO**Note: Must include voided business check or bank letter for each unique account**

Billing Method		Bank Name	
Name on Account		Phone	
Bank Address		Last 4 Acct #	
Routing #			

DATA RETENTION

Months to Keep	24	*Additional Fees apply if greater than 24 months
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NOTES/SPECIAL HANDLING**CERTIFICATION AND AGREEMENT**

- A. By signing below, the Biller hereby authorizes Invoice Cloud, Inc. ("Invoice Cloud") to initiate and execute debit/credit entries to its checking/deposit account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in account number(s) or bank has occurred at which time this authorization shall apply to such new/changed account. This notification must be received within 10 business days of change. A fee will be charged for any returned ACH debits.
- B. By signing below, the Biller named: (1) has read, agreed to, and acknowledges receipt of the Biller Agreement, Biller T+C and other Order Forms executed by the Biller, and (2) certifies to Invoice Cloud that he/she is authorized to sign this Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports (including a spouse if in a community property state); (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will be bound by the Order Form and the Biller Agreement in its entirety; (7) agrees that Biller will submit transactions only in accordance with the information in this Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Order Form changes, and (8) the Biller agrees and understands that outstanding sums due and owing to Invoice Cloud, will be charged daily or monthly and debited from its current depository account. Non-sufficient funds for these debits are grounds for a change in fees or termination of this Agreement. In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the current depository account at any time to ensure payment of the same.
- C. Pay by Text: Standard data rates and text messaging rates may apply based on the payer's plan with their mobile phone carrier. Payer can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Service fees may apply based on the biller set up with Invoice Cloud. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.
- D. By signing below, the Biller hereby gives permission to Invoice Cloud to access his / her credit history via Trans Union, Equifax, or other credit-reporting agency.
- E. The Order Form and the Biller Agreement will become effective only when counter-signed by Invoice Cloud and upon execution by the Biller of such third party agreement required by Invoice Cloud to permit use of the payment function of the Service.

In WITNESS WHEREOF, the parties have executed this Agreement as of this day

Accepted by Biller:

X

Corporate Officer

Sherry Sullivan

Printed Name

Mayor

Title

Accepted by Invoice Cloud, Inc.:

X

Corporate Officer

Thomas E. Griffin

Printed Name

President

Title

INVOICE PARAMETERS

Invoice Parameters must be completed for each invoice type

Invoice Type	Utility	Pricing Model	Non-Submitter
Bill Software	Tyler Munis	Non-Submitter: Interchange Paid By	Invoice Cloud

BILLING DETAILS

Please indicate which months bills are sent by placing the bill count for each month below:

Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
30000	30000	30000	30000	30000	30000	30000	30000	30000	30000	30000	30000

Avg Invoice \$ Max Invoice \$ Bill Frequency BPM

SERVICE FEES

Payment Source Description	Payment Method	Minimum Fee (\$) per Transaction	Calculation Type	Fee Amount
All Payment Sources	Credit/Debit			
All Payment Sources	ACH/EFT			
Kiosk	All Payment Methods			
IVR Surcharge	All Payment Methods			0.95

PAYMENT SOURCE EXCEPTIONS

MAX PAYMENT CAP

CC Max	<input type="text" value="1000.00"/>	ACH Max (\$)	<input type="text" value="125000.00"/>
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BILLER DEPOSITORY BANK INFO

Note: must include voided business check or bank letter for each unique account

Routing # Last 4 Acct #

NOTES/SPECIAL HANDLING



1. License Grant & Restrictions. Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will sign all third party applications and agreements required for the Service including without limitation payment and credit card processing agreements and merchant agreements. For invoice types listed on the Order Form (e.g. real estate taxes, utility bills, parking tickets, insurance premium, loans, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization for processing of Biller's Customers' Payment Instrument Transactions for each electronic payment type selected in the Biller Order Form throughout the term of this Agreement.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

2. Privacy & Security. Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud reserves the right to remove and/or discard Customer Data with 30 days notice except as prohibited by applicable law or in the event of exigent circumstances which makes prior notice impracticable, and in which case, notice will be provided promptly thereafter.

4. Confidentiality / Intellectual Property Ownership. Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers considers confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as required to perform the Services under this Agreement or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, customer and/or prospective customer information, product features and plans, marketing/sales collateral, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information that by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

5. Billing and Renewal. Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are non-cancellable and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify any pricing with respect to fees owed by the Biller upon thirty days written notice to Biller based on increases incurred by Invoice Cloud on fees, assessments, and the like from credit card processors, bank card issuers, payment associations, ACH and check processors.

6. Term and Termination. The initial term of this Agreement shall commence of the execution date of the Biller Order Form and continue for a period of three (3) years after the date that the first transactions are processed through the Service ("**Initial Term**") and will automatically renew for each of additional successive three (3) year terms ("**Renewal Term**") unless terminated as set forth herein. This Agreement may be terminated by either party effective at the end of the Initial or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. For example, any unauthorized use of the Invoice Cloud Technology or Service by Biller, or its authorized users will be deemed a material breach of this Agreement. Upon any early termination of this Agreement by Invoice Cloud as a result of the breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account computed in accordance with the Order Form. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise bill Biller for such unpaid fees.

7. Invoice Cloud Responsibilities. Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Order Form under normal use and circumstances and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided that the Biller shall maintain immediately accessible backups of the Customer Data. In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

8. Limited Warranty EXCEPT AS PROVIDED IN SECTION 7, THE SERVICES AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT DELAY IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems.

9. Biller's Responsibilities. Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and/or any payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processor, ACH bank and other related circumstances. Biller agrees and acknowledges that in the event that Biller has access to, receives from, creates, or receives protected health information, or Biller has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 ("**ARRA**"), during the performance under this Agreement, it will comply with all such law, regulations and rules related thereto.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of services and adjustment of Transactions. Biller is also required to disclose all refund, return and cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return/ cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of

Biller Agreement

services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed, unless required by applicable law

10. Indemnification. Invoice Cloud shall indemnify and hold Biller, employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller's costs, and reasonable attorneys' fees) arising out: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of the Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction Data). This indemnification does not apply to any claim or complaint relating to Biller's failure to resolve a payment dispute concerning debts owed to Biller or Biller's negligence or willful misconduct or violation of any applicable agreement or law.

11. Fees.

Invoice Cloud will not charge fees related to the initial setup, initial implementation and personalization of its standard Service unless a fee is included in the Biller Order Form. Invoice Cloud will charge the Biller or payer fees as provided in the Biller Order Form. In addition, Invoice Cloud reserves the right to charge for changes to the setup, implementation or personalization performed after the completion of initial setup or implementation and any other requested work or changes including the following services, at its then standard rates:

- new file/biller set up
- template changes
- custom reports and other custom development
- new bill printer support
- invoice file format changes resulting in revision of integration/data translation
- re-implementation of a site/system and/or new billing system
- payment file revisions
- loading pdfs and importing/loading invoices
- conversion of biller customer registrations/passwords (post initial implementation)
- balance forward of invoices
- other out of scope services

12. Limitation of Liability. INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

13. Export Control. The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

14. Notice. Either party may give notice by electronic mail to the other party's email address (for Biller, that address on record on the Biller Order Form, or by written communication sent by first class mail or pre-paid post to the other party's address on record in Invoice Cloud's account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 303, Braintree, MA 02184 Attention: Client Services. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

15. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

16. Insurance.

Invoice Cloud agrees to maintain in full force and effect during the term of the Agreement, at its own cost, the following coverages:

Biller Agreement

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and Two Million (\$2,000,000) general aggregate.
- b. Umbrella Liability Insurance with minimum combined single limits of Five Million (\$5,000,000) each occurrence and Five Million (\$5,000,000) general aggregate.
- c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.
- d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

17. Immigration Laws. For Services performed within the United States, Invoice Cloud will assign only personnel who are either citizens of the United States or legally eligible to work in the United States. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

18. Beta Products. In the event that there is any functionality labelled "Beta" on the Biller Order Form, such functionality is provided "AS IS" WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD'S AGGREGATE LIABILITY WITH RESPECT TO SUCH FUNCTIONALITY SHALL BE UP TO AND NOT EXCEED \$10.

19. General. With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than a Biller Order, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14, 18 and 19 shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the edition of the Service that Biller is using.

Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at www.invoicecloud.com/termsandconditions (the "Biller T+C") and are agreed to by Invoice Cloud and the Biller.

Invoice Cloud

Statement of Work

City of Fairhope

Overview

The Invoice Cloud (IC) suite of services (The Service) will give the **City of Fairhope** (Biller) and its customers the ability to accept online payments for invoiced and non-invoiced items. The Service will allow the **City of Fairhope** to offer online payment processing in a securely hosted real-time environment. Customers will be able to locate, view and print bills or invoices and payment records online and pay using credit cards, debit cards, and electronic checks.

Definitions:

1. Biller – Merchant / **City of Fairhope**
2. Payer – Client customer, resident, person paying a bill or invoice
3. EBPP – Electronic Bill Presentment & Payment
4. Bill – Bill and Invoice are used synonymously throughout this document
5. RTDR - Real-Time Data Refresh – collects and aggregates the data as soon as a user accesses a specific function
6. NTDR – Near-Time Data Refresh – integration that happens periodically; the data is collected immediately but it is not aggregated until later – data can be processed every day, every hour or even every few minutes

1. Security and Industry Compliance

Invoice Cloud maintains full compliance with current applicable Payment Card Industry (PCI) standards, Cardholder Information Security Program (CISP) regulations and National Automated Clearinghouse Association (NACHA) rules and guidelines. Invoice Cloud will abide by such guidelines for the security of all cardholder data that Invoice Cloud possesses.

- a. **PCI** - Invoice Cloud will provide compliant storage of Biller's customer payment information that is certified by Visa/MasterCard. Data security measures are addressed during collection and transmission via SSL with our patent pending encryption technology. All confidential information will be treated in accordance with the PCI standards.
- b. **Software as a Service (SaaS) Architecture** – All Biller customer financial and payment information and the invoice presentment and payment processing application is housed offsite from Biller.
- c. **Browser Compatibility** - Invoice Cloud supports the most current version of the industry's most common browsers.

2. Data Integration

Invoice Cloud does maintain an integration with **Tyler Munis**. The integration for the **City of Fairhope** will include the functionality found in Appendix B.

3. Payer Portal

The Payer Portal is an electronic bill presentment and online payment portal where a Biller's customer (Payer) can view a bill and then proceed, within the same user interface, to make an online payment.

- a. Invoice Cloud will present bills electronically through a payer portal that is branded for Biller or via an email notification, if the Payer provides an email address.
- b. The electronic invoice presentment will simulate the paper invoice Biller uses and will be available in PDF and/or html format.
- c. The Service may provide the Payer the option of making a payment via credit card (Visa, MasterCard, American Express and Discover) or electronic check (also referred to as ACH, e-check, EFT).

- d. The Service provides the Payer a one-time online payment option without registration, and the capability to register to access Payer's account history, schedule a payment, or set up AutoPay payments.
- e. A Payer will have the ability to choose their payment date (also known as scheduled payments).
- f. The system will accept partial, full, or overpayments as defined by the Biller.
- g. The Payer will register with the Service using the authentication method designated by Biller.
- h. Linking Accounts - After registering with the Service, the Payer will be able to login into their account(s). If the Payer has multiple accounts and uses the same authentication information for all accounts, the Payer will be able to link their account and view from a single registration. The Payer will then have the option to choose which account they would like to pay or view in further detail.
- i. The Payer will receive an email confirmation of payment after any payment process.
- j. The Payer will have the ability to search and access historical bills once they register with the Service. The Service will store twenty-four (24) months of rolling history from the point of Biller's first invoice file upload to the Service. This includes invoice history and account history.
- k. Biller has the option of allowing the Payer to pay via different payment methods which include online, IVR, IC Biller Portal, Pay by Text, CloudCSRConnect and CloudPOSConnect.
- l. Payers who have scheduled a payment or registered for AutoPay will receive email notification from the Service of pending payments.
- m. The Service includes shopping cart functionality.
- n. The Service will allow the Payer the option to elect paperless billing.
- o. A Payer registered for paperless billing will be automatically placed back on paper billing if their email address is undeliverable; notification of the Payer's undeliverable email address will be sent to Biller via email.
- p. The Service complies with Federal E-Signature Act for paperless billing and AutoPay by providing a system in which a Payer must confirm enrollment in paperless billing and/or AutoPay by responding to an email sent after the Payer registers for paperless billing and/or AutoPay through online self-service.

4. **Biller Portal**

The Biller Portal is an administrative portal where Biller staff will have access to reporting, search customers, search invoices, search payments, initiate payments or credits, login as a Payer, modify email templates, etc.

- a. Biller can log in as the Payer on either the Biller or Payer Portal and make a payment on behalf of the Payer. There is an audit trail for who made the payment, and the source of every payment (CSR, Pay by Text, AutoPay, Web, IVR, etc.).
- b. Biller will have the capability of blocking future payments by specific Payer and payment method type (i.e. Credit Card or E-Check (ACH)).
- c. **Permissions** – The Biller Portal includes a table of role based permissions, determined by the Biller's System Administrator. Each permission is applied to a user ID on an individual basis to maximize flexibility. The system administrator can allow or disallow access to functions such as viewing data, creating reports, resending email notices, processing payments, credits or refunds, editing email templates and more. Since it is controlled by Biller administrator, changes can be made quickly on an as needed basis.
- d. **Administrative Email Notifications** - Biller may set up the system to send several administrative notifications and request system notifications be sent to multiple staff members. This allows different departments to get the information they need in a timely manner. The notifications include:
 - ACH Reject Notifications
 - Batch Close Notifications
 - Daily Management Report
 - File Processing Notifications
 - Month End Billing Invoice
 - Paperless Customer Email Bounce Daily Report

- Request System Notifications (this is the ticketing system available in the Invoice Cloud payer portal).
 - Status Notifications (notifications of planned outages, new features, etc.)
- e. **Biller Controlled Configuration Options** – The Biller Portal includes several Biller controlled configurable options to customize the way payments and customer accounts are handled. The Biller will be able to configure for:
- allowing Auto-Pay and scheduled payments
 - allowing customers to update their phone or mailing address through the payer portal
 - allowing customers to pay less than, or more than the balance due based on receivable type
 - updating Refund Policy description
 - updating customer service phone number

5. **Biller Portal - Reporting**

Biller can access a selection of pre-configured reports. Biller can request reports for daily, monthly, or date range activity. Most reports can be exported to excel files or scheduled for download as a custom report, as indicated by asterisk (*) in the report name. All stored payment data is truncated, and this is reflected in all reports.

- a. Reports:
- b. Search Customers*
- c. Search Invoices
- d. Search Payment Transactions*
- e. Monthly Summary
- f. Registration Report*
- g. Autopay Report*
- h. Paperless Report*
- i. Data Synchronization History
- j. EFT/ACH Rejects*
- k. View Scheduled Payments*
- l. Invoice File History
- m. Import Errors
- n. Daily Payments Received*
- o. Total Outstanding Invoices
- p. Email Notification Summary
- q. Email Statistics
- r. Email Tracking
- s. Bounced Email Report
 - Email Statistics
 - Email Tracking
 - Bounced Email Report

6. **Payer Email Notifications**

Invoice Cloud provides a set of customizable email notification templates for each invoice type that are delivered for numerous events surrounding electronic invoice presentment and payment activity. Email notifications may be customized through the Biller Portal using a Word style editor and options to insert secure hyperlinks to website, links to electronic documents such as newsletter or bill inserts, and/or variable fields selected from the Biller's data file.

- a. Three (3) email notifications can be scheduled. The first notification is based on the number of days from the invoice due date. Second and third notifications will only be sent to Payers with an outstanding balance, not those with a scheduled payment, or Payers who have signed up for Auto-Pay.

- b. At the discretion of Biller, Payer email notifications can be delivered for each of the following events.
- First Invoice Email Notification
 - Second Invoice Email Notification
 - Third Invoice Email Notification
 - Payment Transaction Receipt
 - Declined Auto Pay Transaction
 - Late Fee Email Notification
 - Declined Scheduled Payment Notification
 - Registered Customer Welcome Email
 - AutoPay Registration Notification
 - Paperless Registration Notification
 - ACH Reject/Chargeback Notices (with reason codes and descriptors)
 - Credit Card Expiration Notification
 - Scheduled Payment Confirmation
 - AutoPay Reminder Notification
 - FlexPay Confirmation Notification
 - Scheduled Payment Reminder
 - Paperless Off Confirmation
 - Online Bank Direct Payment Receipt
 - Check 21 Payment Receipt
 - Linked Accounts First Notice Notification
 - Linked Accounts Second Notice Notification
 - Linked Accounts Third Notice Notification
 - AutoPay Off Confirmation
 - Conveyed Customer Notification
 - Multiple Registered Customers Welcome Email
 - Recurring Scheduled Payment Confirmation
 - Recurring Scheduled Payment Canceled

7. Business Rules

The Invoice Cloud solution is designed for flexibility for customers and Billers. There are many rules currently available and we will also undertake the creation of new business rules as we both agree. Each bill type operates independently and can accept different payment types as well as other business rules. At Biller's option, multiple business rules can be applied to each bill type. Invoice Cloud provides flexibility regarding business rules to support specific needs, including:

- a. Ability to allow partial payments, over payments, full balance only, or late fees.
- b. Ability to allow payments beyond the due date - The service is designed to accommodate Biller specific business rules like allowing payments beyond their due date.
- c. Ability to allow for multiple payment types for one customer for the same bill - The service allows multiple payment types from one customer for the same bill when partial payments are allowed. Credit/debit card and e-check (ACH) can be run separately and an unlimited number of remittance types can be used. For example, a customer can pay part of a bill with a checking account, another part with a credit card and the remainder with a second credit card of a different type.

8. Implementation Process

Invoice Cloud assigns an Implementations Manager (IM) to each Biller. The IM will be the Biller's primary contact during the implementation process and coordinates all necessary resources from Biller, Biller software company, Invoice Cloud, and any sub-contractors. The IM will provide the Biller with the following documents to facilitate the project:

- a. **New Biller Questionnaire & Questionnaire Key** – Documents critical information needed to setup and initiate the service including information on business rules and feature selection.
- b. **Project Timeline** – Details project schedule and milestones.
- c. **Testing & Training Plan** – This plan walks the Biller through a set of user acceptance testing criteria and facilitates training on the service.

9. Support & Training

- a. **Business Hours** – The business hours will be Monday through Friday from 8 a.m. to 8 p.m. Eastern Standard Time. Note: Biller Support hours are 8 a.m. to 8 p.m. EST. Payer Support hours are currently 8 a.m. to 4 p.m. EST.
- b. **Help Desk** - The Service will provide a helpdesk ticketing system for Biller within the Biller Portal to get help from Invoice Cloud client support team. This tool will allow Biller to track and retain resolutions for historical reference.
- c. **Payer Support** – The Payer Support is two tiered with Biller staff as the first line of support regarding account, registration and billing questions. Issues with the Invoice Cloud service operation or incorrect credit card charges will be routed to Invoice Cloud Client Support via telephone or a Biller helpdesk ticket.
- d. **Biller Support** - If Biller encounters an inquiry which they cannot resolve Biller will create a helpdesk support ticket. Invoice Cloud Customer Support will address the issue and if applicable provide training to Biller to allow the address of tickets in a timely matter; often within twenty-four (24) business hours. Biller and technical support is available during business hours.
 - i. **Routine Technical Support** - Technical Support is available during business hours. Biller may call customer support directly; however, the use of the helpdesk ticketing system is encouraged as the preferred method of contact. Invoice Cloud staff views all tickets as they are submitted and routes them to the appropriate person for resolution.
 - ii. **Emergency After-Hours Support** – The helpdesk service is monitored after business hours and emergency support issues are addressed within one (1) hour. An emergency support issue is defined as an issue involving the system being down and inoperable and does not include Payer payment issues. Biller may request email notification be provided in the event the system is down and inoperable.
- e. **Service Enhancements** - Most enhancements do not require action on the part of Biller. Upgrades as agreed are done at the Invoice Cloud server level, so there are no mandatory actions for Biller to take. Support levels are not affected by enhancements.
- f. **Biller Training**- Biller staff will be guided in how to use the system through in-house training, documentation, remote live sessions, and access to our client support team.
 - All standard training will be done remotely. Invoice Cloud's training personnel will provide sessions for both Payer and Biller portals for Biller's staff.
 - Separate training is conducted for Biller's technical staff regarding the uploading of bill files and any other applicable processes.
 - Ongoing phone and Go-To-Meeting training will be provided during the first month of use at no additional cost to Biller.

10. Marketing

Invoice Cloud provides marketing support that our Billers can use to promote the EBPP and IC payment solutions to its Payers, at no charge. Invoice Cloud's marketing group will schedule a 1-hour conference call to

review Invoice Cloud's recommended best practices for promoting the service. Sample templates will be provided for each item and customizations can be made upon request. The marketing collateral that Invoice Cloud provides may include:

- Bill Inserts
- Newsletters
- Envelope Teasers
- Pay Button Link
- Posters with Acrylic Stands for Payment Counters
- Business card sized take-away cards with QR code
- Local cable/TV station announcement

11. CloudIVRConnect™

The IC CloudIVRConnect allows Billers to accept payments via our interactive voice response system. It provides customers with 24-hour access to account status and billing information (total balance due, past due amount, last payment made, next billing date etc.). The following options are available:

- Provides for a toll-free call and a caller ID number set by the Biller
- Supports messaging in both English and Spanish
- Provides for a customizable initial greeting (includes City/County/Company name) – all remaining prompts are standard
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Replays information with Invoice Cloud generated confirmation #

12. CloudSMSConnect™

The IC CloudSMSConnect allows Billers to accept payments via SMS text messaging. The following options are available:

- Provides interactive registration and service sign-up confirmation
- Sends notification when new bills are available for payment
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Allows for payment utilizing a stored-payment method

13. CloudStore™

The IC CloudStore allows Billers to accept payments for non-invoiced services like books, t-shirts, etc., fire, police, building permits, or activity programs. The following options are available:

- Accept electronic check and or credit/debit cards.
- Customer receives immediate email confirmation of payment.
- Department receives email notification of purchase event for instant fulfillment services.
- Ability to apply convenience fees, if required.
- Reporting by service type.
- Linked to Biller branded payment portal.
- Each service type can have its own online registration form.
- Can be set up to accept payments over the counter.

14. Online Bank Direct™

The IC Online Bank Direct (OBD) allows Billers to electronically import echeck (ACH) payments initiated from consumer bank bill sites. The following options are available:

- Auto-matching of payments with open invoices

- Email consumer a payment notification for those customers with an email address on file
- Ability to apply a single payment to multiple invoices
- Custom search capabilities to locate matching invoice(s)
- Electronic deposit of corresponding echecks

This SOW contains many products, services and payment methods. Only the specific products, services and payment methods selected by the **City of Fairhope**, as outlined in the Biller Order Form, are included in the delivery of products, services and payment methods.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

City of Fairhope

Invoice Cloud, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: Thomas E. Griffin

Title: _____

Title: President

Date: _____

Date: _____

Appendix A: System Modifications

As outlined below, Invoice Cloud has agreed to make the following changes to the setup and functionality of our platform:

NONE

Appendix B: Integration Supported Features

Tyler Technologies	Munis	
PRODUCTS		
EBPP	Supported	
Invoice Types	Taxes: #7-Personal Property, #8-Real Estate, #9- Motor Vehicle Utility: #1 - Water	
IVR	Supported	
Pay by Text	Supported	
Cloud POS Connect	Not Supported	
Cloud CSR Connect	Not Supported	
KIOSK	Not Supported	
DATA EXCHANGE	Method	Frequency
Invoices	Batch File via Stratus or FTP	Each Billing Cycle
Payments	Batch File via Stratus or FTP	Daily
AutoPay Flags	Change Logs via Status or FTP	Daily
Paperless Flags	Change Logs via Status or FTP	Daily
Account Balances	Batch File via Stratus or FTP	Daily
Block Payment Method (Credit/ACH)	Manual	Via Biller Portal
INVOICE FILES		
IC Translates file	Supported	
Historical Data (2 years shown online)	Supported	
BILL PRESENTMENT		
PDF Extraction (Partial/Full)	Supported	
Templates	Supported	
Link to PDFs	Supported	
BATCH CLOSE		
Standard or Custom	Standard	
CUSTOM OPTIONS		
Single Sign-on	Not Supported	
Branded Biller Portal	Supported	
Branded Payer Portal	Supported	

Appendix C: Biller Deliverables

Deliverable
Sample Invoice File (BIF)
Sample Adjustment/Balance File (BAF)
Sample Payment/Lockbox file
Sample Images of Bills
Auto Pay Conversion data if applicable
Paperless conversion data if applicable

Appendix C: Biller Deliverables

Deliverable
Sample Invoice File (.bif)
Web services installed
Firewall access granted
...ADD TO THIS LIST

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of DiRecManagement, Inc. for the Collection of the City of Fairhope's outstanding Accounts Receivables; and hereby authorizes Mayor Sherry Sullivan to execute a Services Agreement between DiRecManagement, Inc. and the City of Fairhope.

DULY ADOPTED THIS 28TH DAY OF JUNE, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

DiRecManagement, Inc. SERVICES AGREEMENT

This Agreement is dated June 18, 2021 and is between **DiRecManagement, Inc.** an independent contractor located at 4320 Downtowner Loop S., Mobile, Alabama 36609, (hereinafter referred to as "Agency") and **The City of Fairhope** located at 161 North Section Street, Fairhope, AL 36532 (hereinafter referred to as "Client"). Agency agrees to perform certain collection services for Client. All such services shall be subject to the following terms, conditions and provisions:

1. Client shall, during the term of this Agreement, transfer certain accounts to Agency for collection. Client agrees not to transfer any such accounts to any other collection agency while the account is in the Agency's possession. Possession by the Agency begins the day each account is acknowledged, in writing, by the Agency.
2. Agency represents and warrants that it has all requisite state and Federal licenses, authorities and approvals to provide the services contained in this Agreement.
3. Agency shall use reasonable efforts to effect collections of accounts referred to it by Client. All collection efforts shall be conducted in Agency's name and Agency represents and warrants that it shall, at all times, attempt to comply with all provisions of the Fair Debt Collection Practices Act and applicable state and Federal statutes and regulations.
4. Agency shall not collect or attempt to collect any interest or other charges, fees, or expenses incidental to the obligation unless these additional costs are legal under the applicable state law, or judicially determined. Client must provide an appropriately signed contract including a specific "collection fee" percentage for agency to add "collection fee" to Debtor's balance.
5. All funds collected by Agency on behalf of Client shall be deposited in a bank account designated as a "TRUST ACCOUNT". Agency is hereby authorized to endorse all checks made payable to Client for purposes of depositing funds in said account. Monies received will be deposited in Agency's TRUST ACCOUNT within two business days of receipt when possible. The bank account containing Client's collections will bear the title TRUST ACCOUNT to distinguish it from Agency's operating or general checking accounts. The Agency will be responsible for having on deposit in such TRUST ACCOUNT at all times sufficient funds with which to pay all monies owed to Client.
6. On the tenth day of each month Agency shall remit to client the net amount due for collections made during the disbursement period. If the remittance date falls on a holiday or a weekend, Agency shall remit on the first business day following.

Client agrees to notify Agency on a regular, timely basis of all direct payments. Agency shall bill commission due on direct payments and court costs advanced, if any, with the regular monthly remittance. Billing shall be consistent with the information provided within the normal disbursement statement.

7. With each remittance, Agency shall furnish Client an itemized statement showing for such period the amount of each payment received, the date of payment, the Client account number and the party making the payment along with an accounting of fees due and paid.
8. In consideration for the collection efforts of Agency, Client agrees to pay commissions in accordance with the following schedule:
 - a. **30.00% of all successful collections subject to the following.**
 - b. **35.00% of all payments on claims forwarded to attorneys for litigation.**

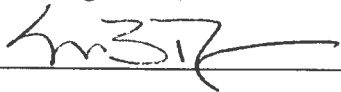
All commission are quoted on the gross dollars collected and apply to all payments made either to Client or Agency on or after agency acknowledgement date subject to the provisions of Paragraph 9 below.

9. Client agrees to compensate Agency for return of any goods, supplies, or other property sold by Client to Debtor if said property is returned for credit. Client shall pay Agency one-half of the normal commission calculated on the placement balance of the account.
10. Agency hereby agrees to indemnify Client and hold Client harmless from and against all damage, cost, loss and expense, including reasonable attorney's fees, directly resulting from Agency's, or Agency's Agent's performance under this contract. This indemnity shall survive termination of this Agreement.
11. Client represents and warrants that the information furnished to Agency regarding the identity of debtor, the balance of the account and the payments due shall be accurate. Client further warrants that bankruptcy notification, notices of estates and other time sensitive information will be promptly forwarded to Agency. Client hereby agrees to indemnify Agency and hold Agency harmless for and against all damage, cost, loss and expense, including reasonable attorney's fees, directly resulting from Client's, and Client's Agents, performance under this contract. This indemnity shall survive termination of this Agreement.
12. This Agreement may be terminated for any reason by either party upon 60 days written notice to the other party.
13. Upon termination of this Agreement, and unless this Agreement is terminated because of insolvency of Agency, violation of state or Federal statutes, or failure of Agency to timely remit proceeds due under the terms of this contract, Agency shall continue to work to conclusion accounts placed for collection prior to termination. Agency agrees to use its best efforts to expedite maximum collection of Client's assigned accounts, and Client agrees to reasonably support Agency's collection effort.
14. Upon termination of this Agreement for cause, and upon the request of Client, any account previously transferred to Agency hereunder will be promptly returned to Client.
15. Client hereby authorizes Agency to report delinquent accounts to one or all of the national credit reporting agencies. Agency agrees not to report any patient as delinquent to any credit reporting agency prior to the forty-fifth day from the initial demand made on Debtor. Further, client authorizes agency to remove negative credit reporting information on any disputed account.

16. Agency shall not institute legal proceedings on behalf of Client without the expressed written authorization of Client. Executed affidavits in support of claim and in aid of prosecution will serve as suit authorization. Client, in its sole discretion, will have the final say on which accounts, if any, Agency may forward for litigation. Agency shall be responsible for payment of all *contingent* collection fees to Attorney. It is understood that Client will be solely responsible for payment of all customary and reasonable court costs associated with collection efforts but such costs will be included in judgment and subject to collection through the litigation proceedings. Agency agrees to advance the cost of filing suit, and shall be reimbursed from proceeds due Client monthly or billed monthly.
17. Each party shall maintain true and correct records pertaining to the accounts which are subject to this Agreement. Each party shall have the right to request an accounting of all funds and verify the accuracy and appropriateness of all charges and the performance of services provided for in this Agreement.
18. If any part of this Agreement is held to be void or unenforceable, such part will be severable from the rest, leaving valid the remainder of the Agreement, notwithstanding the part or parts found to be void or unenforceable. The laws of the state of Alabama shall govern the provisions of the contract.
19. Neither Agency nor Client shall assign, sublet or transfer all or any portion of its interest in this Agreement without the prior written notice of the other party which will not be unreasonably withheld.
20. All representations and warranties and indemnification provisions contained herein shall survive the termination of this Agreement.

Agency

DiRecManagement, Inc.

By:  _____

Name: Stephen B. Ryan

Title: President

Date: June 18, 2021

DiRecManagement, Inc.
4320 Downtowner Loop South
Mobile, AL 36609
(251) 344-6660

Client

The City of Fairhope

By: _____

Name: _____

Title: _____

Date: _____

The City of Fairhope
161 North Section Street
Fairhope, AL 36532
(251) 928-2136

DiRecManagement[®] INC.

4320 Downtowner Loop South • Mobile, Alabama 36609
Post Office Box 16243 • Mobile, Alabama 36616
251-344-6660 Office • www.directmanagement.com

June 16, 2021

Jason Jarvis
The City of Fairhope
161 North Section Street
Fairhope, AL 36532

Dear Jason,

I know you are familiar with DiRecManagement, but I thought I would present you with some background information on our company that you could share if needed.

DiRecManagement, Inc has been in business since April 1, 1997. We started with three employees and currently employ thirty-six. We have one office located at 4320 Downtowner Loop, South, Mobile, AL 36609. We are licensed in many states across the nation. Most of our business partners are located in the Southeast, but we also represent clients in Minnesota and Wisconsin.

We are a full service agency. Meaning that we will send out collection letters, call every account over \$25.00 and try to work out arrangements to get the account collected. If the debtor has skipped, we have skip tracing tools and services we use to find them. We also have the ability to report accounts to the credit bureaus. Some of our clients do not want us to do that, but we have found it definitely improves recoveries. If we are unable to collect amicably and the account qualifies, we will recommend suit and oversee the litigation of the account. We have our own in-house attorney and use a network of attorneys for litigation in-state and out of state.

Our company provides a wide range of collection services. We have clients that place a few accounts every other month and clients that place thousands of accounts each month. Most agencies provide the same services and there is really not a lot of difference in the basics. However, I believe there a few things that set our company apart and enable us to outperform other agencies.

NO automated dialer. Most agencies today use automated dialers or "Robo-dialers" for bulk calling jobs to reach debtors. We have used dialers in the past. We still have a dialer that could be used. We stopped using the dialer because of restrictions on calling cell phones. By doing that, it created an unexpected consequence. The average amount of money collected per collector went up! We really did not expect that to happen since dialers were all the rage to increase your contact rates and supposedly increase your recoveries. We found out differently after we made the change.

First Impressions are Important. By not using the dialer, our collectors were able to review an account prior to making the call. This makes for a much more confident and informed conversation when you get someone on the phone. With a dialer, the account just pops up and you have no time to prepare, which can seem awkward and put the debtor on the defensive right off the bat.

Small balance collection department. Many agencies do not give attention to smaller accounts. We have a group of collectors that specifically call those small balance accounts. Anything \$300 or less is assigned to this group and those accounts get the attention they may not be given at other agencies.

Employee Longevity. The most important thing we have at DiRecManagement, Inc. is the people that work here. Employee turnover plagues many agencies and hurts the continuity of collections. Our management team has over 100 years of experience between them and all have been here for at least 15 years. We have a staff of full time collectors whose average tenure is 10 years. Some of our collectors have also been here 15 years and longer.

Litigation. We only recommend that a suit be filed on accounts we are unable to collect amicably. We would only recommend suit on accounts we feel we have a good chance of collecting with a judgment. This means that we have either verified employment or property ownership. The decision to proceed with legal action or not, would be entirely up to you. We make every effort to collect the account without having to take legal action, but there are always those that need to be taken to the next level.

Fee for services. I'm proposing that we handle your pre-suit collection business for a **30% contingency fee** on all balances regardless of the age of the account. While I don't believe the City approved any accounts to take legal action against previously, if suit is required and approved, the fee basis would increase to **35% contingency fee**. We pay the attorney out of that increase fee.

When we do collect money for you, we process our remittance checks by the 10th of each month. Each remittance check includes payments we received in the previous month. Those remittances include the debtors name, our file number, your account number, the amount paid, the date paid, how much of the payment is yours and how much would be ours. We have many different ways we can send remittances to you; we just need to know what works best.

I'm sure there are questions you may have and I am more than happy to answer them for you. Please feel free to contact me about any of those questions.

Again, I want to thank you for the opportunity to present our company to you and hope to hear from you soon.

Sincerely,



Stephen B. Ryan
President

DiRecManagement, Inc.
4320 Downtowner Loop S
Mobile, AL 36609

AIRPORT AUTHORITY

NOMINEE (S)

6-Year Term

APPOINTMENTS

Pel Henry to fill the unexpired term of Lee Shelton

The term shall end March 2027

REAPPOINTMENTS

6/9/2021
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: HENRY First Name: PEL

Phone Number: 251-421-1434 Cell: 251-421-1434 Email: pelham.henry.ph@gmail.com

Home Address: 510 Horton Street

City: Fairhope State: AL Zip: 36532

Business Address: 22787 US Hwy 98, E4

City: Fairhope State: AL Zip: 36532

Name of Board or Committee: Fairhope Airport Authority

EDUCATIONAL BACKGROUND:

~~B.S.~~ B.S. Auburn University

PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:

Series 7, Series 63, Series 65, Life & Health Ins.,
Property & Casualty Ins., Adjuster.

PROFESSIONAL EXPERIENCE:

24 years as a Financial Advisor, owned Business for 12 years.

CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS:

St. James Episcopal Church Board, Fairhope West ~~Plan~~ Advisory Board,
FCA Board Southwest Alabama, Camp Beckwith Board

HOW WILL YOUR QUALIFICATIONS BEST SERVE THE NEEDS OF THE COMMUNITY?

Have a open mind & servant heart and Business Background

Signature: [Signature]

Date: 6-10-2021

You may attach a resume with this application.

**BOARD OF ADJUSTMENTS
& APPEALS**

NOMINEE (S)

3-Year Term

APPOINTMENTS

Frank Lamia

The term shall end June 2024

REAPPOINTMENTS

Anil Vira

Cathy Slagle

The term shall end June 2024

Donna Cook - from 1st Alternate to Member

David Martin – from 2nd Alternate to 1st Alternate Member

The term shall end February 2024

(Appointed to BOA in February 2021)

Received 1/14/2021
L. Hanks

CITY OF FAIRHOPE



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Last Name: LAMIA First Name: FRANK Phone Number:
404-558-5263 Cell: _____ Email: Franklamia60@gmail.com
Home Address: 271 Hawthorne Circle
City: Fairhope State: Al Zip: 36532
Business Address: H/A
City: H/A State: _____ Zip: _____
Name of Board or Committee: Board of Adjustment & Appeals

EDUCATIONAL BACKGROUND:

- Bachelor of Science in Architecture
- Bachelor of Architecture

PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:

- Retired Registered Architect
- Volunteer case worker for the St. Vincent de Paul Society

PROFESSIONAL EXPERIENCE:

see attached resume

1/20 - spoke w/ Frank -
He is still interested
in serving.
sls

CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS:

- volunteer at St. Vincent de Paul society - St. Lawrence church
- Artist member Eastern Shore Arts Center.

HOW WILL YOUR QUALIFICATIONS BEST SERVE THE NEEDS OF THE COMMUNITY?

over 30 years experience managing large and small construction projects. Effective written and oral communication skills, real estate development experience, effective organizational skills.

Signature: _____

You may attach a resume with this application.

Date: _____

1/11/21

Frank Gerald Lamia

271 Hawthorne Circle – Fairhope – Alabama – 36532

404-558-5263 – franklamia60@gmail.com

Project Management Professional

Professional project manager with diverse knowledge in cross disciplines of facilities management, operations, architecture, interior design and construction administration. Over 30 years of experience in managing capital and small projects with a passion for providing high level customer service, communication and coordination. A proven track record of successfully taking projects from inception to completion while driving quality, project budget and schedule. Highly effective communicator and team leader with unique ability to build long-term relationships with internal and external customers.

Core Career Qualifications

- Effective written and oral communications skills.
 - Problem solver by training and experience.
 - Creative, resourceful and thorough at developing and administering projects.
 - Facilities planning / bid processes / budget development / code compliance experience.
 - Sound interpersonal skills with a history of project leadership responsibilities.
 - Business development / client and customer relations.
 - Real estate development experience.
 - Multiple project management skills.
 - Effective organizational skills.
-

PROFESSIONAL EXPERIENCE

Georgia Institute of Technology

Atlanta, Ga

October 2001 – March 2017

Associate Director, Construction Administration – Facilities Design and Construction

- Responsible for the day to day management of the construction administration group responsible for the administration of capital and non-capital construction projects throughout campus, typically about 200M dollars of construction annually.
- Worked directly with architects, interior designers, engineers and contractors to ensure projects were executed within schedule and budget while maintaining construction quality and Georgia Tech standards.
- Performed due diligence review of architectural and construction contracts and design packages including construction documents, specifications and shop drawings.

- Representative projects managed by my group included streetscape and landscape projects, office, classroom, laboratory, library and classroom renovations, utility infrastructure projects and mechanical / electrical work in addition to capital projects such as the out of the ground construction of new research buildings, dining halls and classroom buildings.

Greenberg Farrow Architecture, Inc

Atlanta, Ga

September 1989 – October 2001

Vice President

- Responsible for management of design and production of construction documents and construction administration services in Greenberg Farrow's Atlanta office.
 - Developed and tracked detailed project schedules from initial site selection through owner occupation.
 - Managed the efforts of in-house project architects and engineers, hired and administered the work of civil engineers, surveyors, traffic engineers, planning consultants, landscape architects and geotechnical and environmental engineers.
 - Assisted clients in site selection, site evaluation, due diligence process and site planning. Instrumental in developing and implementing site acquisition analysis / due diligence program for our major client The Home Depot.
 - Managed site plan approval and permitting process, performed building code and zoning ordinance reviews and met with building and zoning officials.
 - Developed and implemented program to analyze existing building / facilities for potential reuse, lease or sale.
-

EDUCATION

Lawrence Institute of Technology

- Bachelor of Science in Architecture
 - Bachelor of Architecture
-

CERTIFICATIONS & AFFILIATIONS

- Watercolor artist
- Volunteer case worker for the St. Vincent de Paul Society