

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

MONDAY, 26 JULY 2021 – 4:30 P.M. – COUNCIL CHAMBER

1. Discussion of Triangle Property and Recommendations – Fairhope Environmental Advisory Board
2. Discussion of Act 2021-297 (SB107) regarding Police Jurisdiction, Planning Jurisdiction, and Permitting Jurisdiction; and Agreement with Baldwin County
3. Update on the ADA Transition Plan – Richard Johnson
4. Committee Updates
5. Department Head Updates

**City Council Agenda Meeting - 5:30 p.m.
on Monday, July 26, 2021 – Council Chambers**

Next Regular Meeting – Monday, August 9, 2021 - Same Time and Place

Controlling Statutes

Alabama Code Section 35-4-410

Authorization to alienate public recreational facilities and housing projects.

The governing bodies of counties, cities, towns, and other subdivisions of the state shall have full power and authority to alienate public parks and playgrounds, other public recreational facilities and public housing projects on such terms as may be agreeable to them, provided such alienation is first approved by a majority of the qualified electors of the county, city, town, or subdivision affected thereby voting in a referendum election held for such purpose.

(Acts 1956, 2nd Ex. Sess., No. 103, p. 425, §1.)

Alabama Constitution of 1901, Art. IV, § 94.01

(a) The governing body of any county, and the governing body of any municipality located therein, for which a local constitutional amendment has not been adopted authorizing any of the following, shall have full and continuing power to do any of the following:

(1) Use public funds to purchase, lease, or otherwise acquire real property, buildings, plants, factories, facilities, machinery, and equipment of any kind, or to utilize the properties heretofore purchased or otherwise acquired, and improve and develop the properties for use as sites for industry of any kind or as industrial park projects, including, but not limited to, grading and the construction of roads, drainage, sewers, sewage and waste disposal systems, parking areas, and utilities to serve the sites or projects.

(2) Lease, sell, grant, exchange, or otherwise convey, on terms approved by the governing body of the county or the municipality, as applicable, all or any part of any real property, buildings, plants, factories, facilities, machinery, and equipment of any kind or industrial park project to any individual, firm, corporation, or other business entity, public or private, including any industrial development board or other public corporation or authority heretofore or hereafter created by the county or the municipality, for the purpose of constructing, developing, equipping, and operating industrial, commercial, research, or service facilities of any kind.

(3) Lend its credit to or grant public funds and things of value in aid of or to any individual, firm, corporation, or other business entity, public or private, for the purpose of promoting the economic and industrial development of the county or the municipality.

(4) Become indebted and issue bonds, warrants which may be payable from funds to be realized in future years, notes, or other obligations, or evidences of indebtedness to a principal amount not exceeding 50 percent of the assessed value of taxable property therein as determined for state taxation, in order to secure funds for the purchase, construction, lease, or acquisition of any of the property described in subdivision (1) or to be used in furtherance of any of the other powers or authorities granted in this amendment. The obligations or evidences of indebtedness may be issued upon the full faith and credit of the county or any municipality or may be limited as to the source of their payment.

The recital in any bonds, warrants, notes, or other obligations or evidences of indebtedness that they were issued pursuant to this amendment or that they were issued to provide funds to be used in furtherance of any power or authority herein authorized shall be conclusive, and no purchaser or holder thereof need inquire further. The bonds, warrants, notes, or other obligations or evidences of indebtedness issued hereunder shall not be considered an indebtedness of the county or any municipality for the purpose of determining the borrowing capacity of the county or municipality under this Constitution.

(b) In carrying out the purpose of this amendment, neither the county nor any municipality located therein shall be subject to [Section 93 or 94 of this Constitution](#). Each public corporation heretofore created by the county or by any municipality located therein, including specifically any industrial development board incorporated under Article 4 of Chapter 54 of Title 11 of the Code of Alabama 1975, and any industrial development authority incorporated or reincorporated under Chapter 92A of Title 11 of the Code of Alabama 1975, and the Shoals Economic Development Authority enacted under Act No. 95-512, 1995 Regular Session, are validated and the powers granted to the board or authority under its respective enabling legislation are validated notwithstanding any other provision of law or of this Constitution. The powers granted by this amendment may be exercised as an alternative to, or cumulative with, and in no way restrictive of, powers otherwise granted by law to the county, or to any municipality, or to any agency, board, or authority created pursuant to the laws of this state.

(c) Neither the county nor any municipality located therein shall lend its credit to or grant any public funds or thing of value to or in aid of any private entity under the authority of this amendment unless prior thereto both of the following are satisfied:

(1) The action proposed to be taken by the county or municipality is approved at a public meeting of the governing body of the county or municipality, as the case may be, by a resolution containing a determination by the governing body that the expenditure of public funds for the purpose specified will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

(2) At least seven days prior to the public meeting, a notice is published in the newspaper having the largest circulation in the county or municipality, as the case may be, describing in reasonable detail the action proposed to be taken, a description of the public benefits sought to be achieved by the action, and identifying each individual, firm, corporation, or other business entity to whom or for whose benefit the county or the municipality proposes to lend its credit or grant public funds or thing of value.

For purposes of the foregoing, any sale, lease, or other disposition of property for a price equal to the fair market value thereof shall not constitute the lending of credit or a grant of public funds or thing of value in aid of a private entity.

Nothing in this amendment shall authorize the county commission to own or operate a cable television system.

(d) This amendment shall have prospective application only. Any local constitutional amendments previously adopted and any local law enacted pursuant to such amendment shall remain in full force and effect.

Caselaw

In *Thomas vs. Bullock County Commission*, 474 So. 2d 1094 (Ala 1985) the Alabama Supreme Court reversed a lower Court and remanded a suit to enjoin a transfer of land by a county. The County accepted a deed with plans to build a park, began planning the park, then deeded the property back. The Court set out the standard for common law dedication of property for recreational purposes as requiring both the intent of the owner to dedicate and acceptance by the public or a body thereof. *Id.* at 1098 (emphasis added).

Thomas cited *O'Rorke v. City of Homewood* 286 Ala 99 (1970) as holding that the clear intent of the owner must be shown and be unequivocal in showing intent to create a public right. *Thomas* further cites *AmJur2d* as requiring language in the deed showing intent that the land be used for a public purpose. The *Thomas* court found in that case that the deed did so evidence intent by the grantor and remanded that case for further proceedings.

The *O'Rorke* case, cited above in *Thomas*, is a controlling Alabama Supreme Court case on this issue. The Court affirmed a lower court denial of injunctive relief to stop the transfer of property by the City of Homewood. *O'Rorke* favorably cites *McQuillian Municipal Corporations* as saying "where lands are conveyed to a municipality free from any trusts or conditions, and afterwards used for park purposes, the municipality may sell and convey lands to any grantee that it may choose, under its charter power to sell and dispose of property owned by it, or it may devote the property to other public uses." The *O'Rorke* Court noted that the deed to the City did not contain any limitation or dedication provisions, and the City did not dedicate the property as a park by ordinance. The land was used in a limited fashion as a park, but the Court held this did not rise to the level of a perpetual dedication.

O'Rorke was not only followed by the Alabama Supreme Court in *Thomas*, above, but also by the federal district court in *Harper v. Birmingham*, 661 F. Supp. 672 (N. D. Ala. 1986). In that case, a citizen claimed the failure of the City to hold a vote on the sale of land was a denial of his due process. The Court analyzed *O'Rorke* and other cases and said a dedication could occur by either the clear intent in a deed or a clear resolution or ordinance. The Court focused on the fact that neither the deed transferring the property nor any resolution or ordinance of the city referenced the property's purpose to be used as a park. *Id.* at 676.

The Alabama Attorney General has given an opinion that cites *Harper*. The City of Florence asked if it could lease property used as a softball field. Following *Harper*, AG 2004-115 states that because the deed had no formal dedication and there was no formal ordinance or resolution, then no referendum vote was required.

DYAS TRIANGLE – RECOMMENDED DEED PROHIBITIONS

Mission: To preserve and protect the property known as the Dyas Triangle to be used as public parkland for the enjoyment of the community in a natural state and with protection of the environment, natural resources, and animal habitat as the priority.

Prohibitions: In accordance with the mission, we suggest the following prohibitions:

1. Any commercial or industrial use of the property.
2. The placement or construction of any buildings other than restroom facilities.
3. Removing, destroying, or cutting of trees, shrubs or other vegetation, except as required for a) fire breaks, b) maintenance of designated trails and habitat, or c) prevention or treatment of disease.
4. Disposal or dumping of waste, refuse, or debris on property.
5. The above-ground installation of communication towers, antennas, and related facilities unless constructed in a manner to preserve the environmental aesthetic.
6. The exploration for, or development and extraction of, any minerals and hydrocarbons by any mining or extraction method.
7. Any alteration of the surface of the land including excavation or removal of soil, sand, gravel, rock, etc. unless directly tied to habitat or watershed restoration and management.
8. Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters.
9. Any maintenance of the property that is inconsistent with the mission and environmental management plan established for the property.
10. Use of motorized and/or battery powered vehicle on the property other than mobility devices for disabled individuals, with the exception of maintenance vehicles and emergency services.
11. The placement of any above ground utility infrastructure larger than a total of 0.25 acres. Minor utility infrastructure less than 0.25 acres must be located adjacent to exterior boundaries/ concentrated in the right-of-way and must be obscured and constructed in a manner to preserve the environmental aesthetic.
12. The introduction of any non-native vegetation to the property.
13. Manipulating, impounding, or altering of the natural watercourse of Fly Creek unless associated with watershed restoration.
14. The permanent installation of artificial lighting anywhere on the property except in parking lot and restroom facilities.

**STATE OF ALABAMA
COUNTY OF BALDWIN**

QUITCLAIM DEED

KNOW MEN BY ALL THESE PRESENTS, that the CITY OF FAIRHOPE, an Alabama municipal corporation, herein referred to as "Grantor," for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration this day in cash in hand paid to Grantor by the FAIRHOPE SINGLE TAX CORPORATION, a corporation, chartered under the laws of the State of Alabama, herein referred to as "Grantee," the receipt of which is hereby acknowledged by these presents, the undersigned does hereby remise, release, quit claim, grant, sell and convey unto the said Grantee all its right, title, interest and claim in or to follow described real property situated in Baldwin County, Alabama, to wit:

PARCEL 1:

BEGINNING AT A POINT on the East right of way line of County Road 98, which is more particularly identified as Station No. 89 and 65 of the right of way map of Project No. S-635(3) as recorded in the Office of the Judge of Probate, Baldwin County, Alabama; thence North 47 degrees 29 minutes 52 seconds East along said right of way line a distance of 935 feet, more or less, to a point; thence turn an angle of 90 degrees to the right a distance of 10 feet; thence North 47 degrees 29 minutes 52 seconds East, a distance of 429 feet, more or less, to a point of curve; thence along a curve to the left having a radius of 1,145.92 feet, a distance of 569 feet, more or less, to a point; thence turn an angle to the East a distance of 60 feet, more or less, to a point on the West right of way line of U.S. Highway 98; thence South 20 degrees 8 minutes 38 seconds East, along said West right of way line, a distance 1,621 feet, more or less, to a point; thence South 34 degrees 45 minutes West distance of 57.49 feet; to a point on the North right of way line of Alabama Highway 104; thence South 89 degrees 40 minutes West along said right of way line of Alabama Highway 104, a distance of 1,665 feet, more or less to a point; thence turn an angle to the right of approximately 34 degrees, a distance of 190 feet more or less; thence turn an angle to the right of approximately 54 degrees, a distance of 50 feet, more or less, to the POINT OF BEGINNING;

Said parcel of land lies in the William Patterson Grant Section 8 Township 6 South, Range 2 East, Baldwin County, Alabama, and is a part and parcel of that property conveyed by the deed recorded in Deed Book No. 422, Pages 70 and 71, identified therein as Parcel No. Six.

Said triangular shaped parcel is bounded on the South by Alabama Highway 104; is bounded on the Easterly side by U.S. Highway 98 (4 lane) and is bounded on its Westerly side by what is called Baldwin County Highway 98.

PARCEL 2:

Beginning at a concrete block being the Southwest corner of the Forbes Grant, Section 7, Township 6 South, Range 2 East, Baldwin County, Alabama; thence run S-76 degrees 03'22"-W along the South boundary of said Forbes Grant, a distance of 875.08 feet; thence run S-39 degrees 56'38"-E, a distance of 185 feet, more or less, to the center of Fly Creek, the Point of Beginning, thence run Easterly along the centerline of Fly Creek, a distance of 1,850 feet, more or less, to the West right of way line of U.S. Highway 98; thence run S-19 degrees 37'38"-E along the said West right of way line of U.S. Highway 98, a distance of 420 feet, more or less; thence run S-04 degrees 40'-E along said West right of way of U.S. Highway 98, a distance of 194.4 feet, more or less; thence continue along the West right of way line of U.S. Highway 98 along a curve to the right, concave Northwesterly, having a radius of 1,025.92 feet, a distance of 384.97 feet, more or less to a concrete right of way monument; thence run S-66 degrees 03'09"-E, a distance of 30 feet, more or less; thence continue along the West right of way line of U.S. Highway 98 (alternate route) along a curve to the right concave Northwesterly, having a radius of 1,055.92 feet, a distance of 434 feet, more or less; thence continue along said West right of way line of U.S. Highway 98 (alternate route) S-47 degrees 29'52"-W, a distance of 729 feet, more or less; thence run S-42 degrees 30'08"-E a distance of 30 feet, more or less; thence continue along said West right of way line of U.S. Highway 98 (alternate route) S-47 degrees 29'52"-W, a distance of 660 feet, more or less; thence run N-81 degrees 10'-W, a distance of 51 feet, more or less, to the East right of way line of Baldwin County Scenic Highway 98 (old U.S. Highway 98); thence run N-29 degrees 18'-W along said East right of way line of Baldwin County Scenic Highway 98, a distance of 190.26 feet, more or less; thence run S-75 degrees 44'-W, a distance of 10 feet, more or less; thence continue along the East right of way line of Baldwin County Scenic Highway 98, N-14 degrees 16'-W, a distance of 924.5 feet, more or less; thence continue along the East right of way line of Baldwin County Scenic Highway 98 along a curve to the left, concave Southwesterly, having a radius of 1,989.4 feet, a distance of 735.7 feet, more or less, to the intersection of the South property line of land owned by Arthur and Ellen Dyas; thence run S-87 degrees 49'-E, a distance of 225 feet, more or less; thence run N-17 degrees 11'-E, a distance of 170 feet, more or less, thence run N-64 degrees 49'-W, a distance of 275 feet, more or less, to the center of Fly Creek; thence run Northeasterly along the center of Fly Creek, a distance of 275 feet, more or less, to the Point of Beginning. Said parcel of land lies in Section 8, Township 6 South, Range 2 East, Baldwin County, Alabama, and includes a drainage easement located on the West right of way line of U.S. Highway 98, being more particularly described as:

Beginning at a point 145 feet West of U.S. Highway 98, Station 133+00; thence run N-49 degrees 22'22"-E, a distance of 65 feet, more or less, to the center of Fly Creek; thence run Southeasterly along the center of Fly Creek to a point on the West right of way line of U.S. Highway 98; thence run S-19 degrees 37'38"-E along the West right of way line of U.S. Highway 98, a distance of 75 feet, more or less, to the Point of Beginning.

Both parcels, collectively, are sometimes referred to as the "Dyas Triangle," and were previously deeded to the City of Fairhope by a warranty deed from Charles L. Dyas, Jr., a married man, Arthur C. Dyas, a married man, Pamela D. Vautier, an unmarried woman, Drew C. Dyas, a married man, and Eric J. Dyas, a married man recorded in Baldwin County Probate Court on December 30, 2013 (Instrument No. 1435575).

This conveyance is subject to the following:

1. Any and all liens, encumbrances, easements, right of way and all other matters recorded in the Office of the Judge of Probate, Baldwin County, Alabama.
2. Any and all defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of recording this Deed.
3. Any prior reservation or conveyance of minerals, and any rights associated therewith.
4. Rights of the United States of America, the State of Alabama, or other parties, in and to the shore, littoral or riparian rights to the portion of the Property described in Parcel 2 lying adjacent to Fly Creek.
5. Rights of ways of U.S. Highway 98, U.S. Highway 98 Business; Alabama Highway 104 and County Highway 11, as they now exist along the margins of the Property.

Recording references are with respect to the records of the Probate Court of Baldwin County, Alabama.

TOGETHER WITH all and singular the rights, members, privileges, tenements, hereditaments, easements, appurtenances, and improvements belonging or in anywise appertaining thereto.

TO HAVE AND TO HOLD unto the said Grantee, its successors or assigns, forever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officer on this the ____ day of _____, 2021.

GRANTOR:

CITY OF FAIRHOPE,
an Alabama municipal corporation

By: _____
Sherry Sullivan
Its: Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 26 JULY 2021 - 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 12 July 2021 Regular City Council Meeting and minutes of 12 July 2021 Work Session.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Public Hearing** - Resolution – Approving the issuance of the Bonds to finance improvements and additions for Infirmity Health System, Inc.
6. **Public Hearing** – Ordinance – Amend Zoning Ordinance No. 1253.
Zoning Ordinance Amendment
 - Article V, Section B.3 Central Business District Overlay. 3. Uses and a. Short-term rentals shall be allowed within the CBD, regardless of the underlying zoning district. Lots.
7. **Public Hearing** – Ordinance – Amend Zoning Ordinance No. 1253.
Zoning Ordinance Amendment
 - Article V, Section B. Central Business District. F. A minimum of fifty percent (50%) of the gross floor area on the ground floor of a building in the CBD shall be dedicated to commercial uses.
8. **Public Hearing** – Ordinance – Amend Zoning Ordinance No. 1253.
Request to rezone the property of Fairhope Single Tax Corporation and MPM Investments, LLC from RA Residential/Agriculture District to B-4 Business and Professional District. The property generally located at the west side of State Highway 181, approximately 200 feet north of Windmill Road, Fairhope, Alabama. PPIN Number: 14533.
9. Resolution – That the City Council approves the selection of Goodwyn Mills Cawood to perform Professional Engineering Services for Rehab of Lakewood Lift Station and Force Main for the Water & Sewer Department (RFQ No. PS033-21); and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.
10. Resolution – That the City Council approves the selection of the International Code Council to perform construction plan review of the proposed Reserve at Fairhope Senior Care Facility (RFQ No. PS030-21) for the Building Department; and hereby authorizes Mayor Sherry Sullivan to execute a contract with a not-to-exceed of \$24,729.59.
11. Resolution – That the City of Fairhope hereby Rejects Bid No. 020-21 for Arts Alley Downtown Transit Hub for the Public Works Department at the request of Staff along with our Project Architect of Record through consultation with the ESMPO, the County, and FTA personnel due to the funders being uncomfortable with one bidder and perceived irregularities in prices; and authorizes staff to rebid.

12. Resolution – To Authorize the use of Excess Levelization Rider Funds retained by the Alabama Municipal Electric Authority to support the installation of an Advanced Utility Metering Infrastructure System as follows: that the Mayor is hereby authorized and directed to use the City’s Excess Levelization Rider Funds currently retained by AMEA and subsequent amounts to be credited to the City by AMEA to pay for the cost of the Improvements; that the Council agrees that all Excess Levelization Rider Funds available to the City shall be applied towards payment of the costs of the Improvements until the total cost of the Improvements have been paid in full; that the City shall continue to participate in the AMEA Energy Cost Levelization Rider (ECL-2016), as amended, until the costs of the Improvements are paid in full; and that the Mayor and/or her designee is hereby authorized to approve invoices for the Improvements and to submit requests to AMEA for AMEA to disburse funds from the City’s Excess Levelization Rider Funds to pay such approved invoices.
13. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute a Software as a Service and Spectrum Lease Agreement between the City of Fairhope and Sensus USA, Inc. to be used in connection with AMEA’s Advanced Utility Metering Infrastructure System subject to the City Attorney’s approval.
14. Resolution – That the City Council supports the concept of a Baldwin Council Recycling Cooperative; authorizes City Staff to work with Baldwin County and our sister communities to conduct a feasibility study, develop a business plan for an effective, and productive county-wide recycling cooperative; commits and acknowledges that the service to be provided by the Baldwin County Solid Waste Department will be an operating expense to be funded by a published tipping fee not to exceed the disposal rate of household garbage. However, market fluctuations and conditions will need to be evaluated and recognized on an ongoing basis to determine the level of service the MRF can support; and will report back its findings for possible future legislative action.
15. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute a contract with S.E. Civil, LLC to perform Professional On-Call Engineering Services for the Water and Sewer Department for a three-year contract (RFQ No. PS029-21) with a not-to-exceed amount of \$30,000.00 per year.
16. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute a contract with 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 Department (RFQ No. PS031-21) with a not-to-exceed amount of \$440,000.00.
17. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute a contract with Stewart Engineering, Inc. to perform Professional Engineering Services for Electrical Transmission and Distribution Study for the Electric Department (RFQ No. PS012-21) with a not-to-exceed amount of \$100,000.00.
18. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute a contract with Jade Consulting, LLC for the Boundary Survey at Triangle Property (Two Parcels) of the 107.6 acres (RFQ No. PS027-21) with a not-to-exceed amount of \$16,100.00.

19. Resolution – That the City Council approves the selection of Cavanaugh MacDonald Consulting, LLC to perform Professional Consulting Services to Prepare Actuarial Valuation for the City’s OPEB Liability for fiscal year ending 09-30-21, and hereby authorizes Mayor Sherry Sullivan to execute a Contract with a not to exceed of \$10,000.00.
20. Resolution – To Award RFQ No. 013-21 to Amerson Roofing, Inc. for their Additive Alternate Quote for Classis Rib Metal Roof of Galvalume or Equivalent in the amount of \$16,993.00, is now awarded RFQ No. 013-21 for N. Beach Pavilion Repair and Replacement of Asphalt Shingle Roof – FEMA 4563 damaged by Hurricane Sally for the Public Works Department.
21. Resolution – That the City of Fairhope has voted to procure a 2022 Freightliner M2 with Brush Hawg Loader for the Public Works Department; and the equipment is available for direct procurement through the Sourcewell contract with National Auto Fleet which has been nationally bid; and therefore, does not have to be let out for bid. The estimated cost \$172,442.00.
22. Resolution – That the City of Fairhope has voted to purchase a 2021 Ford F550 Crew Cab 4x4 Truck and Service Body for the Electric 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 an estimated cost of \$58,284.00.
23. Resolution – That the City of Fairhope approves the procurement for 9MM Ammunition budgeted for fiscal year 2022 for the Police Department with a cost of \$15,000.00 from Gulf States Distributors through Alabama State Contract. Currently, there is an eight to ten month waiting period on ammunition, therefore, ordering the ammunition now will ensure that we receive it within the next budget year.
24. Public Participation – (3 minutes maximum)
25. Executive Session – To Discuss Pending Litigation and Possible Settlement Options regarding said Pending Litigation.
26. Adjourn

**City Council Work Session - 4:30 p.m.
on Monday, July 26 2021 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.
on Monday, July 26, 2021 – Council Chambers**

Next Regular Meeting – Monday, August 9, 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, 12 July 2021.

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

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 at 6:05 p.m. The invocation was given by Councilmember Kevin Boone and the Pledge of Allegiance was recited. Councilmember Boone moved to approve minutes of the 28 June 2021, regular meeting; and minutes of the 28 June 2021, work session. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

The following individual spoke during Public Participation for Agenda Items:

- 1) Mike Dobson, 311 Magnolia Avenue, addressed the City Council regarding Agenda Item Number 9: Site Plan Review and Approval request of FST Wise Properties-TN, LLC for approval of Magnolia Mixed Use, a 20-unit project. Mr. Dobson said he has concerns about this development and it was denied at the Planning Commission meeting; and was confused this item was on the agenda. He said that “Magnolia Mob” requests denial of request. Council President Burrell said that the City Council has the final decision for Site Plan approval.
- 2) Doug Kennedy, 308 Magnolia Avenue, addressed the City Council regarding Agenda Item Number 9: Site Plan Review and Approval request of FST Wise Properties-TN, LLC for approval of Magnolia Mixed Use, a 20-unit project. Mr. Kennedy said he thought based that the Planning Commission denied was denied. He said this is not CBD compliant; and there is not enough parking for this site plan. Mr. Kennedy said traffic will be an issue with congestion. He requested denial of the Site Plan from the City Council.
- 3) Chris Francis addressed the City Council regarding Agenda Item Number 14: a resolution to award RFQ for procurement of Repairs and Tree Services at Bayview Park. Mr Francis told the City Council he was here to answer any questions.

12 July 2021

Council President Burrell commented he agreed with Ms. Crawford and Ms. Walker regarding the Fourth of July Celebration; and said he heard great words for the event. Council President Burrell thanked the City staff who were involved with the Fourth of July Celebration.

Councilmember Boone moved for final adoption of Ordinance No. 1715, an ordinance to amend Zoning Ordinance No. 1253 and 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. (Introduced at the June 28, 2021 City Council Meeting). Seconded by Councilmember Martin, motion for final adoption passed by the following voice votes: AYE – Burrell, Martin, and Boone. NAY - None.

Councilmember Martin moved for final adoption of Ordinance No. 1716, an ordinance to amend Zoning Ordinance No. 1253 and to rezone the property of FSTC Wise Properties-TN, LLC from B-4 Business and Professional District to B-2 General Business District with Staff recommended conditions. The property generally located at the Northeast corner of Bancroft Street and Pine Avenue intersection, Fairhope, Alabama. PPIN Number: 386620. (Introduced at the June 28, 2021 City Council Meeting). Seconded by Councilmember Boone, motion for final adoption passed by the following voice votes: AYE – Burrell, Martin, and Boone. NAY - None.

Councilmember Boone moved for final adoption of Ordinance No. 1717, an ordinance to grant 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. (Introduced at the June 28, 2021 City Council Meeting). Seconded by Councilmember Martin, motion for final adoption passed by the following voice votes: AYE – Burrell, Martin, and Boone. NAY - None.

Councilmember Boone moved for final adoption of Ordinance No. 1718, an ordinance to annex the 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. (Introduced at the June 28, 2021 City Council Meeting). Seconded by Councilmember Martin, motion for final adoption passed by the following voice votes: AYE – Burrell, Martin, and Boone. NAY - None.

Planning and Zoning Manager Hunter Simmons addressed the City Council to explain the Site Plan Review of property owned by FST Wise Properties-TN, LLC. The project is approximately .31 acres and is located on the north side of Magnolia Avenue just east of Church Street, Fairhope, Alabama (SR 21.01). **PPIN #: 254510 and 343620**, for a proposed Magnolia Mixed Use, a 20-unit project.

12 July 2021

Mr. Simmons said this plan is too much for a small piece of property; and we have had complaints with similar project. He said is one space for residents enough, not for the Central Business District. Mr. Simmons stated the CBD is to support business; and this project has prompted two zoning amendments. He said this project pushed the boundaries for the zoning ordinance; and you have to look at the impact on neighbors. Mr. Simmons said staff recommended denial and the Planning Commission denied the Site Plan unanimously.

Councilmember Martin commented the issue is parking and also utilities. He said a lot of things are not clear on this. Council President Burrell questioned garbage for units and proposal for commercial units. Mr. Simmons replied there is no proposal or vision. Councilmember Boone said he was reminded of something Council President Burrell said a few years ago that the Central Business District is moving away from commercial and becoming more residential. He said we found a project that has made it worse; and commented this is not right for the Central Business District. Councilmember Martin said he agreed with Councilmember Boone, and we could be smarter with this plan. Councilmember Boone said this is not right.

Councilmember Boone moved to deny the Site Plan property owned by FST Wise Properties-TN, LLC listed above. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

Development Services Manager Mike Jeffries addressed the City Council to explain the Site Plan Review of property owned by FST Magnolia/Church, LLC. The property is approximately .51 acres and is located at the northeast corner of the intersection of Magnolia Avenue and Church Street, at 301 Magnolia Avenue, Fairhope, Alabama (SR 20.02). **PPIN #: 15164**, for a proposed Magnolia & Church Mixed Use Development, a 10-unit project.

Council President Burrell and Councilmember Martin questioned the sidewalk not being there. Property Owner Vance McCown said he may be able to put one in, but it could be a maintenance issue. He said there are 20 parking spaces for the project. Council President Burrell questioned the 87 percent residential and 13 percent commercial. Mr. McCown explained the project and that residential is on the side facing residential; and most of the commercial facing the Central Business District side. Councilmember Boone commented the project is in the Central Business District not residential. Mr. Simmons said there is residential on one side and the Central Business District on the other side. Mr. McCown stated this project began in 2017. Council President Burrell commented there are seven residential units and three commercial units. Mr. Hunter explained the process from 2017 to the City Council.

12 July 2021

Council President Burrell said he was not opposed to this project. Councilmember Martin questioned what the difference was between the two Site Plans. Council President Burrell commented this project is three times less dense; and adds three commercial units with no parking issues. He said the East side is Central Business District and the West side is residential.

Councilmember Martin moved to approve the Site Plan property owned by FST Magnolia/Church, LLC with Staff recommended conditions listed above. Seconded by Councilmember Boone, motion passed by the following voice votes: AYE – Burrell and Martin. NAY - Boone.

Council President Burrell stated he would be abstaining from Agenda Item Number 11 since he was a member of Alabama Municipal Electric Authority (“AMEA”).

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute a Solar Lease Agreement between the City of Fairhope, a Municipal Corporation under the laws of the State of Alabama, and Alabama Municipal Electric Authority (“AMEA”), a public corporation under the laws of the State of Alabama; and the City of Fairhope hereby grants a non-exclusive easement and right-of-way to and on the Site to AMEA pursuant to all the terms and conditions contained in this Agreement; and AMEA desires to use the Site for the purpose of constructing, installing, operating, and maintaining a solar canopy. The motion was seconded by Councilmember Boone.

Arthur Bishop, Manager of Transmission and Distribution Technology Support, with Alabama Municipal Electric Authority addressed the City Council and briefly explained the reason for the solar lease and the non-exclusive easement. He said that the solar panels would be over 8 parking spaces near the statue at the corner of the Civic Center parking lot. Mr. Bishop stated AMEA will have insurance on the property. Councilmember Martin questioned if this will be aesthetically pleasing and who will handle maintenance. Mr. Bishop replied they will handle maintenance, and this will not look a typical solar farm.

After further discussion, motion passed by the following voice votes: AYE – Martin and Boone. NAY – None. ABSTAIN – Burrell.

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12 July 2021

RESOLUTION NO. 4140-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, that Mayor Sherry Sullivan is hereby authorized to execute a Solar Lease Agreement between the City of Fairhope, a Municipal Corporation under the laws of the State of Alabama, and Alabama Municipal Electric Authority (“AMEA”), a public corporation under the laws of the State of Alabama.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, the City of Fairhope hereby grants a non-exclusive easement and right-of-way to and on the Site to AMEA pursuant to all the terms and conditions contained in this Agreement; and AMEA desires to use the Site for the purpose of constructing, installing, operating, and maintaining a solar canopy.

Property Description: the proposed site is eight parking spaces (approximately 75ft by 25ft) in the NE corner of the Fairhope Civic Center/City Hall located at 161 N Section St, Fairhope, AL 36532. The solar canopy will consist of 72 panels mounted on a raised structure under which vehicles can park. The canopy will cover six parking spaces with the additional two parking spaces used for electrical equipment and clearances.

Adopted on this 12th day of July, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves and authorizes the Mayor and the City to enter into a Grant Agreement with the Federal Aviation Administration to reimburse Fairhope Airport Authority for land acquisition which is more fully described in the Project Application for the H. L. “Sonny” Callahan Airport. The FAA grant amount is an amount not to exceed \$166,667.00 – AIP Project Number 3-01-0029-021-2021. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

12 July 2021

RESOLUTION NO. 4141-21

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

WHEREAS, the United States of America acting through the Federal Aviation Administration has offered to pay an amount not to exceed \$166,667.00 for 2021 AIP Funding Opportunity Number: 3-01-0029-021-2021 with the scope of the project being to reimburse Fairhope Airport Authority for land acquisition which is more fully described in the Project Application for the H. L. "Sonny" Callahan Airport;

WHEREAS, the purpose of this grant is that the Federal Aviation Administration pay one hundred percent (100%) of the allowable costs incurred in accomplishing said project;

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

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

WHEREAS, the deadline date executing and submitting the final Grant Agreement is not later than August 1, 2021;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fairhope, in a regular meeting of the City Council, that the Mayor is hereby authorized to sign and execute any necessary and appropriate documents, including the applicable grant agreement, so that the City of Fairhope and Fairhope Airport Authority can receive the grant acting for and in behalf of the H. L. "Sonny" Callahan Airport in Fairhope, Alabama so that the grant application for AIP Grant Number 3-01-0029-021-2021 may be finalized, approved, and accepted in accordance with applicable law and procedures.

Adopted this the 12th day of July, 2021

Jack Burrell, Council President
City of Fairhope, Alabama

ATTEST:

Lisa A. Hanks, MMC
City Clerk

12 July 2021

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute Amendment No. 2 to the Contract for Professional Engineering Services to Upgrade Fairhope Electrical Substations and Distribution Circuitry for RFQ No. PS029-17 for the Modification of the Engineering Design work for the new Morphy Avenue Substation site with Stewart Engineering, Inc.; and approves the contract ending date to be extended to December 31, 2022. This additional cost not-to-exceed \$50,000.00 of the amendment will increase the total value of the engineering work to \$786,812.50. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4142-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to execute Amendment No. 2 to the Contract for Professional Engineering Services to Upgrade Fairhope Electrical Substations and Distribution Circuitry for RFQ No. PS029-17 for the Modification of the Engineering Design work for the new Morphy Avenue Substation site with Stewart Engineering, Inc.; and approves the contract ending date to be extended to December 31, 2022. This additional cost not-to-exceed \$50,000.00 of the amendment will increase the total value of the engineering work to \$786,812.50.

DULY ADOPTED THIS 12TH DAY OF JULY, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution to Award RFQ for procurement of Repairs and Tree Services at Bayview Park for the Public Works Department to Chris Francis Tree Care with a total unbudgeted cost of \$9,589.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

12 July 2021

RESOLUTION NO. 4143-21

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 Repairs and Tree Services at Bayview Park for the Public Works Department.

[2] After evaluating the Quotes with the required specifications, Chris Francis Tree Care is now awarded the procurement of Repairs and Tree Services at Bayview Park for the Public Works Department with a total unbudgeted cost of \$9,589.00.

Adopted on this 12th day of July, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution as amended during Work Session, a resolution to Award RFQ for procurement of Testing Services for Eight (8) Bucket Trucks and Associated Tools for the Electric Department to Titan Utility Services with a total cost of \$9,495.00. Titan is the preferred vendor due to the lowest quoter's history or work being less reliable for the City. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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12 July 2021

RESOLUTION NO. 4144-21

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 Testing Services on Eight (8) Bucket Trucks and Associated Tools for the Electric Department.

[2] After evaluating the Quotes with the required specifications, Titan Utility Services is now awarded the procurement of Testing Services for Eight (8) Bucket Trucks and Associated Tools for the Electric Department with a total cost of \$9,495.00. Titan is the preferred vendor due to the lowest quoter's history or work being less reliable for the City.

Adopted on this 12th day of July, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution to Award Bid for Morphy Avenue Substation Site Work for the Electric Department (Bid No. 032-21) to Chris Brewer, Inc. with a total bid proposal of \$378,086.22. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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12 July 2021

RESOLUTION NO. 4145-21

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 Morphy Avenue Substation Site Work for the Electric Department. (Bid Number 032-21).

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

Please see attached Bid Tabulations for
Morphy Avenue Substation Site Work
for the Electric Department

[3] After evaluating the bid proposals with the required bid specifications, Chris Brewer, Inc. with a total bid proposal of \$378,086.22, is now awarded the bid for Morphy Avenue Substation Site Work for the Electric Department.

Adopted on this 12th day of July, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

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12 July 2021



Bid Tabulation - City of Fairhope
Morphy Avenue Substation Site Work

DATE: July 8, 2021

CONSTRUCTION ITEMS				CHRIS BREWER CONTRACTING, INC.		ASPHALT SERVICES, INC.		MCELHENNEY CONSTRUCTION COMPANY, LLC	
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
206-D	REMOVAL OF PIPE-ALL SIZES	LF	60	\$ 10.36	\$ 621.60	\$ 20.00	\$ 1,200.00	\$ 23.25	\$ 1,395.00
210-A	UNCLASSIFIED EXCAVATION	CY	3,300	\$ 7.58	\$ 25,014.00	\$ 8.25	\$ 27,225.00	\$ 15.12	\$ 49,896.00
210-D1	BORROW EXCAVATION (A-2-4) ROADWAYS	CY(TBM)	890	\$ 10.73	\$ 9,549.70	\$ 12.50	\$ 11,125.00	\$ 21.09	\$ 18,770.10
210-D2	BORROW EXCAVATION, SELECT FILL (SITE PAD)	CY(TBM)	6,000	\$ 9.91	\$ 59,460.00	\$ 12.40	\$ 74,400.00	\$ 21.09	\$ 126,540.00
301-A	CRUSHED AGGREGATE BASE COURSE, TYPE B, 6" THICK	SY	160	\$ 15.74	\$ 2,518.40	\$ 22.00	\$ 3,520.00	\$ 34.13	\$ 5,460.80
450-A	REINFORCED CONCRETE PAVEMENT, 6" THICK (4,000 PSI)	SY	146	\$ 128.16	\$ 18,711.36	\$ 87.00	\$ 12,702.00	\$ 89.13	\$ 13,012.98
529-A	RETAINING WALL, MODULAR BLOCK (INCLUDES ALL BLOCK, CAPSTONE, GEOGRID, GRANULAR WALL ROCK, 4" TOE DRAIN, 4 HEEL DRAIN, FILTER CLOTH, DRAINS VENTED TO DAYLIGHT, UNDERCUT, ETC)	SF(FACE)	1,455	\$ 59.51	\$ 86,587.05	\$ 88.00	\$ 128,040.00	\$ 59.18	\$ 86,106.90
430-B	AGGREGATE SURFACING, 3" THICK (#57 LIMESTONE)	TON	220	\$ 59.96	\$ 13,191.20	\$ 59.00	\$ 11,660.00	\$ 71.30	\$ 15,686.00
930-B	18"X11" RCAP ROADWAY PIPE	LF	96	\$ 64.59	\$ 6,200.64	\$ 52.00	\$ 4,992.00	\$ 42.15	\$ 4,046.40
533-A	12" HDPE STORM SEWER (DUAL WALL N-12)	LF	360	\$ 24.06	\$ 8,661.60	\$ 32.00	\$ 11,520.00	\$ 40.11	\$ 14,439.60
600-A	MOBILIZATION/BONDS/PERMITTING	LS	1	\$ 36,839.57	\$ 36,839.57	\$ 34,075.00	\$ 34,075.00	\$ 22,880.52	\$ 22,880.52
606-A	10" PVC UNDERDRAIN (A-2000 PERFORATED) (INCLUDES FILTER FABRIC AND GRAVEL)	LF	610	\$ 54.23	\$ 33,080.30	\$ 20.25	\$ 12,352.50	\$ 29.31	\$ 17,879.10
606-A	GEOTEXTILE SEPERATION FABRIC (MARIFI N-740)	SY	4,120	\$ 1.32	\$ 5,438.40	\$ 3.00	\$ 12,360.00	\$ 3.94	\$ 16,232.80
610-C	CLASS 1 RIP RAP	TONS	65	\$ 98.43	\$ 6,397.95	\$ 85.00	\$ 5,525.00	\$ 93.46	\$ 6,074.90
610-D	FILTER FABRIC (70Z NON-WOVEN)	SY	120	\$ 8.93	\$ 1,071.60	\$ 4.00	\$ 480.00	\$ 3.94	\$ 472.80
619-B1	CONCRETE SLOPE PAVED HEADWALLS (12")	EA	6	\$ 1,454.75	\$ 8,728.50	\$ 350.00	\$ 2,100.00	\$ 1,724.54	\$ 10,347.24
619-B2	CONCRETE SLOPE PAVED HEADWALLS (18"X11")	EA	2	\$ 1,587.00	\$ 3,174.00	\$ 425.00	\$ 850.00	\$ 2,116.22	\$ 4,232.44
621-C1	GRATE INLETS, NYLOPLAST DOME GRATE	EA	2	\$ 1,973.85	\$ 3,947.70	\$ 2,767.85	\$ 5,535.70	\$ 1,833.01	\$ 3,666.02
621-C2	GRATE INLETS, NYLOPLAST FRAME & FLAT GRATE	EA	2	\$ 2,790.84	\$ 5,461.68	\$ 2,935.40	\$ 5,870.80	\$ 1,721.67	\$ 3,443.34
650-B	TOPSOIL FROM STOCKPILES, 4" THICK	CY	450	\$ 13.09	\$ 5,890.50	\$ 14.00	\$ 6,300.00	\$ 37.82	\$ 17,019.00
652-A	SEEDING	ACRE	1	\$ 2,513.02	\$ 2,513.02	\$ 2,100.00	\$ 2,100.00	\$ 1,496.72	\$ 1,496.72
740-A	TRAFFIC CONTROL	LS	1	\$ 1,322.50	\$ 1,322.50	\$ 1,800.00	\$ 1,800.00	\$ 2,754.36	\$ 2,754.36
654-A	SOLID SODDING	SY	2,500	\$ 5.40	\$ 13,500.00	\$ 10.00	\$ 25,000.00	\$ 6.41	\$ 16,025.00
656-A	MULCHING	ACRE	1	\$ 1,063.83	\$ 1,063.83	\$ 1,200.00	\$ 1,200.00	\$ 1,090.29	\$ 1,090.29
665-G	POLYETHYLENE SHEETING	SY	200	\$ 1.20	\$ 240.00	\$ 5.00	\$ 1,000.00	\$ 2.47	\$ 494.00
665-J	SILT FENCING (INCLUDING REMOVAL)	LF	1,400	\$ 5.24	\$ 7,336.00	\$ 7.00	\$ 9,800.00	\$ 9.03	\$ 7,042.00
665-Q	WATTLES	LF	180	\$ 7.45	\$ 1,341.00	\$ 6.00	\$ 1,080.00	\$ 9.74	\$ 1,753.20

12 July 2021



Bid Tabulation - City of Fairhope
Morphy Avenue Substation Site Work
DATE: July 6, 2021

ITEM #	CONSTRUCTION ITEMS DESCRIPTION	UNST	QTY	CHRIS BREWER CONTRACTING, INC.		ASPHALT SERVICES, INC.		MCELHENNEY CONSTRUCTION COMPANY, LLC	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
999-A	TREE PROTECTION	L5	1	\$ 627.92	\$ 627.92	\$ 575.00	\$ 575.00	\$ 1,690.94	\$ 1,690.94
999-B	WORK OF A SIMILAR NATURE TO BE DETERMINED BY ENGINEER (FOR CONFLICTS)	L5	1	\$ 9,596.20	\$ 9,596.20	\$ 2,800.00	\$ 2,800.00	\$ 3,683.96	\$ 3,683.96
SUBTOTAL				\$ 378,086.22		\$ 417,188.00		\$ 473,482.41	

I certify that this Bid Tabulation is true and accurate based on unit prices provided by each individual bidder.
All corrections are evident and as shown in the tabulation.

Project Manager

Date

[Signature] 7-6-21
[Signature] 7-7-21

Councilmember Boone 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 F450 Crew Cab 4x4 Truck and 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 \$63,239.00. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

12 July 2021

RESOLUTION NO. 4146-21

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 F450 Crew Cab 4x4 Truck and 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: T193-A

2021 Ford F450 Crew Cab and Service Body	Cost is \$63,239.00
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Adopted on this 12th day of July, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase a 2021 F450 Crew Cab 4x4 Truck and Service Body for the Gas 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 \$63,239.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

12 July 2021

RESOLUTION NO. 4147-21

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 F450 Crew Cab 4x4 Truck and Service Body for the Gas 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: T193-A

2021 Ford F450 Crew Cab and Service Body	Cost is \$63,239.00
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Adopted on this 12th day of July, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to create, fund, and defund the following Job Positions for the Community Development Department: create and fund the Senior Services Manager (Grade 22S) and defund the Rental Facility Assistant II (Grade 18S); create and fund the Rental Facilities Assistant II Grade 18H) and defund the full-time Facility Service Coordinator (Grade 14H) to Rental Facilities Assistant II Grade 18H); and approves the updated uniform Job Descriptions for Senior Services Manager and Rental Facilities Assistant II as read and clarified by Council President Burrell. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

12 July 2021

RESOLUTION NO. 4148-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved create, fund, and defund the following Job Positions for the James P. Nix Center in the Community Development Department:

- 1) Create and fund the Senior Services Manager (Grade 22S) and defund the Rental Facilities Assistant II (Grade 18S); and
- 2) Create and fund the Rental Facilities Assistant II (Grade 18H) and defund the full-time Facility Service Coordinator (Grade 14H) to; and
- 3) Approves the Updated uniform Job Descriptions for Senior Services Manager and Rental Facilities Assistant II.

ADOPTED THIS 12TH DAY OF JULY, 2021

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Council President Burrell commented that they were not removing anyone from the Board of Adjustments & Appeals but that their terms were expired. Councilmember Boone moved to appoint Mike Baugh as a Member and Ryan Baker as a 2nd Alternate Member to the Board of Adjustments & Appeals for a three-year term which will expire July 2024. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

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12 July 2021

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

- 1) Randy Davis, 6590 Thompson Lane, Daphne, Alabama addressed the City Council and said he was doing consulting work and represents Thompson Engineering and Columbia Southern University. He said Thompson Engineering was working on clean water; and has been working on grants for water which takes six months to complete. Mr. Davis stated he has an office on the second floor at the Fairhope Courthouse Annex. He thanked the City Council for what they do. Councilmember Martin questioned if Orange Beach is a Clean Water Marina.

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

There being no further business to come before the City Council, the meeting was duly adjourned at 7:58 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, 12 July 2021.

Present were Council President Jack Burrell, Councilmembers: Jimmy Conyers, and Kevin Boone, Mayor Sherry Sullivan, City Attorney Marcus E. McDowell, and City Clerk Lisa A. Hanks. Councilmembers Corey Martin and Jay Robinson 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 Repairs and Tree Services at Bayview Park by Public Works Director Richard Johnson. He told the City Council that it was a prominent live oak on the bluff with a multi trunk with a fissure and termite issues. He said we need to trim and cable tree to allow it to heal. Mr. Johnson stated this process is a way to preserve the tree; and the success probability is good. He explained in depth the cabling process. The consensus of the City Council was to move forward and leave the resolution on the agenda.
- The Discussion of Road Annexations, Acceptance and Maintenance from Baldwin County Commission a section of Scenic Highway 98 (a/k/a Main Street) and a section of Nelson Drive was next on the Agenda. He said that the section of Main Street ends at Northern Triangle property and stops at the bridge. Mr. Johnson mentioned that Nelson Drive’s drainage is not the best, but does drain eventually. The consensus of the City Council was to move forward with the annexations.
- Councilmember Martin gave “kudos” to the Fairhope Environmental Advisory Board for their hard work with the Triangle property and Fairhope Single Tax Corporation.
- Councilmember Boone mentioned the Harbor Board meeting scheduled for Wednesday.
- Council President Burrell announced that the Airport Authority meets tomorrow. He mentioned the “Clock” property and the landscape architect for the property: trees, sitting areas, and pavers. Council President Burrell suggested for each Councilmember to meet with the Mayor to review ideas; and move the project along. He mentioned the Marina Plan that had been presented to them; and said there is a grant for the property and if granted could move quicker toward the Plan. He said this is a different pot of money than GOMESA.

Monday, July 12 2021

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- City Treasurer Kim Creech addressed the City Council and said the budget is moving forward. She commented budget meetings are in process. Ms. Creech said that FEMA projects are moving forward but some have been delayed: Electric and Marina claims. She stated the line of credit is still available with no balance. Ms. Creech said FEMA has paid 75 percent of reviewed and obligated claims.
- Recreation Director Pat White addressed the City Council and said the ADA Project at Volanta has been delayed due to rain. He said the electronic video board should be here by the end of month. Mr. White stated they have been removing trees for the four new ball fields.

Councilmember Martin addressed the Field Rental Agreement issue and said this agreement will be for all leagues. He said we are separating Youth Soccer from Club Soccer. Mr. White commented he agreed with the City Council with the separation of clubs. Councilmember Martin stated a future hotel must be prepared for sports tourism.

- Public Works Director Richard Johnson addressed the City Council and said he wanted to brag on our City Treasurer with her work with FEMA. He commented she had patience with ridiculous questions dealing with FEMA representatives. Mr. Johnson said we had a 1:00 p.m. meeting on Friday and only had one issue. He mentioned the City Clerk Lisa Hanks handling the Hurricane Sally insurance claims.

Mr. Johnson mentioned two projects that may delay and/or detour traffic: Twin Beech Project and ESMPO Gayfer turn lane project.

- Mayor Sullivan said she had dinner with Mayor Hellmich and said our FEMA Team is being recognized.
- Special Projects and Grant Manager Jessica Walker addressed the City Council regarding the Letter of Intent for barricades; the HMGP grant for 9 generators was approved with a 75/25 match (\$187,500 City match); and requests sent to Representative Carl to earmark K-1 Center for the BCEDA grant and use \$600,000.00 toward our match.
- Community Affairs Director Paige Crawford addressed the City Council and stated the Fourth of July Celebration was phenomenal. Ms. Crawford said she was working on the parking deck shuttle that should be here in several months. She commented a wall mounted electric charging outlet is being installed for the shuttle. Ms. Crawford said there will be two shifts for volunteers from Monday through Saturday. She said the shuttle is a six seater with wheelchair ramp.

Council President Burrell stated it should first be used for passenger using parking deck; and we want people to use the parking deck.

- Water and Sewer Superintendent Jason Langley addressed the City Council and thanked Councilmembers Boone and Martin for going on the ride around. He told the City Council he hopes to earn their trust. Mr. Langley said the only Agenda Item is the truck replacing the 5500 Ram that is no longer made.

Monday, July 12 2021

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- Chief Stephanie Hollinghead addressed the City Council and announced this year's Back to School Red, White & Blue event will be on July 31, 2021 from 10:00 a.m. to 1:00 p.m. at Fairhope United Methodist Church. She said there will be free food, back packs, and school supplies.
- Gas Superintendent Terry Holman addressed the City Council and mentioned they are also having truck issues. He said the Gas Department has over 60 existing homes requesting service. Mr. Holman said he has two candidates for the open positions, but has recently lost three employees. Mayor Sullivan commented this is a trend throughout the State. She said we are posting on multiple sites looking for qualified candidates. An update was given on the Church Street Project.

Council President Burrell questioned a bonus for employees for those that recommend a new employee. Mayor Sullivan commented that we have some suggestions.

- Human Resources Manager Traveis Cunningham addressed the City Council and said there is a Personnel Board meeting this week to discuss a new member and the Compensation Study. Mayor Sullivan said she was reviewing job description and organizational charts for each department.
- Mayor Sullivan addressed Agenda Item Number 19 and said this is just housekeeping for the Nix Center. She said the job descriptions are for a Senior Services Manager and a Rental Facilities Assistant II. Ms. Crawford commented Kim Ryland has completed her six-month probationary period and is doing a phenomenal job; and this will be putting her in a new pay grade.

Council President Burrell stated you cannot change the salary by creating a Senior Services Manager and defunding the Facility Service Coordinator. Councilmember Martin replied they are creating a new position and can set salary. It is like adding two positions into one. Council President Burrell stated you are creating a position and defunding a position. Ms. Crawford said we are looking at the Auburn Job Council President Burrell said you should create Senior Services Manager position and defund Rental Facilities Assistant II position; then then create Rental Facilities Assistant II position and defund full-time Facility Service Coordinator. Council President Burrell commented we need to make sure we do these things correctly.

- Assistant Electric Superintendent Jeremy Morgan addressed the City Council and said that they cut the line on Greeno at Recreation Center for the strip mall. He explained Agenda Item #16 for the Morphy Avenue substation which will be aesthetically pleasing and is a tremendous idea for site. Mr. Morgan said that Jay Robertson with Sawgrass is here if you have questions. Councilmember Boone said that the road was moved further down.

Monday, July 12 2021

Page -3-

- Planning and Zoning Manager Hunter Simmons addressed the City Council and commented that both Agenda Items Number 9 and Number 10 are both site plan reviews; and briefly explained both. Mr. Simmons told Councilmember Boone that moving the road was a second revision. He also wanted to clarify that is not a strip mall at Volanta but an approved PUD. Mr. Simmons briefly mentioned the Comprehensive Land Use Plan; and announced Mike Jeffries was promoted to Development Services Manager. Mr. Simmons briefly explained the Agenda Items for his Department.
- Building Official Erik Cortinas addressed the City Council and explained The Reserve is the last of the plan reviews with a pass through cost. He mentioned the developments moving forward: two Publix stores, the USA building, four subdivisions with land disturbance permits, and Fairhope Airport projects. Mr. Cortinas said he has an ICC amendment to clarify storage buildings for Council approval.

The Agenda Meeting was held during the Work Session under Department Head Updates.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:56 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____
FOR APPROVAL OF BONDS PURSUANT TO
SECTION 147 OF THE INTERNAL REVENUE CODE

WHEREAS, Infirmiry Health System Special Care Facilities Financing Authority of Mobile, a public corporation organized under the laws of the State of Alabama (the “Authority”), proposes to issue its revenue bonds (the “Bonds”) to provide financing for the benefit of Infirmiry Health System, Inc., an Alabama nonprofit corporation (“IHS”), and its affiliates, Mobile Infirmiry Association, an Alabama nonprofit corporation (“Mobile Infirmiry”), and Gulf Health Hospitals, Inc., an Alabama nonprofit corporation (“Gulf Health”). IHS, Mobile Infirmiry and Gulf Health are the members of an Obligated Group (the “Obligated Group”) under a master trust indenture and will be obligated for the payment of the Bonds. IHS and the other members of the Obligated Group own and operate health care facilities in Mobile and Baldwin Counties;

WHEREAS, the Bonds are being issued in one or more series, at one or more times, in an aggregate principal amount of up to \$320 million as part of a plan of financing to finance or refinance certain hospital and health care facilities of the Obligated Group (collectively, the “Facilities”). All series of Bonds to be issued under the plan of financing will be issued within three years after the issue date of the first issue. Proceeds of the Bonds will be made available to IHS and the other members of the Obligated Group and used to:

(1) refund all or a portion of the outstanding principal amount of the Authority’s Revenue Bonds (Infirmiry Health System, Inc.), Series 2016B issued in the original principal amount of \$65,900,000 and its Revenue Bonds (Infirmiry Health System, Inc.), Series 2016C issued in the original principal amount of \$50,000,000, the proceeds of which financed, refinanced or reimbursed costs of health care facilities at the locations listed below; and

(2) finance or reimburse IHS or other members of the Obligated Group for the costs of the Facilities, which will include, without limitation, (i) the construction, equipping and furnishing of new buildings, (ii) the construction, equipping and furnishing of additions to existing buildings, (iii) the renovation, expansion, relocation, repurposing or improvement of existing buildings, and (iv) the acquisition and installation of new or replacement equipment, fixtures and furnishings for any new or existing Facilities. The aggregate amount of such costs financed is not expected to exceed \$200 million;

WHEREAS, the Facilities are or will be used in the integrated health care operations of the Obligated Group. The Facilities are or will be located at one of the following addresses, with the maximum principal amount of the Bonds to be issued to finance projects at such locations in parenthesis: (i) Mobile Infirmiry Medical Center (including Infirmiry LTAC Hospital located at the Mobile Infirmiry campus), located at 5 Mobile Infirmiry Circle in Mobile, Alabama (maximum of \$60,000,000), (ii) Thomas Hospital, located at 750 Murphy Avenue in Fairhope, Alabama (maximum of \$50,000,000), (iii) Thomas Medical Center, located at 27961 Highway 98 in Daphne, Alabama (maximum of \$10,000,000), (iv) North Baldwin Infirmiry, located at 1815 Hand Avenue in Bay Minette, Alabama (maximum of \$50,000,000), (v) clinic facilities of the Obligated Group located at 7101 Highway 90 in Daphne, Alabama (maximum of \$10,000,000), (vi) clinic and free standing emergency department facilities of the Obligated Group at the Obligated Group’s Saraland campus, located at 95 Shell Street, Saraland, Alabama (maximum of \$10,000,000), and (vii) clinic and free standing emergency department facilities of the Obligated Group at the Obligated Group’s Malbis campus, located at 29487 State Highway 181, Daphne, Alabama (maximum of \$10,000,000);

WHEREAS, the Facilities are or will be owned and operated by IHS, MIA, Gulf Health, Infirmary Health Hospitals, Inc. and/or their subsidiaries and affiliates (each of which is a member of the Obligated Group or an affiliate of IHS);

WHEREAS, the Bonds will be special or limited obligations of the Authority payable solely from payments by IHS pursuant to one or more loan agreements and corresponding notes, and payments by the Obligated Group pursuant to one or more master indenture obligations. The Bonds will not be general obligations of the Authority and will not in any way constitute a debt, liability or obligation of the State of Alabama or any political subdivision of the State of Alabama, including without limitation the political subdivisions holding the hearings described above or the political subdivisions where the Facilities are located. The Bonds will not be payable from any tax revenues; and

WHEREAS, a public hearing concerning the proposed issuance of the Bonds was held by the City of Fairhope, Alabama (the "City") by the Authority in the Council Chambers at City Hall, located at 161 North Section Street, Fairhope, Alabama 36532, at 6:00 p.m. on Monday, July 26, 2021. Notice of such hearing was given by publication in *The Baldwin Times* on July 16, 2021, and such hearing provided an opportunity for persons with different views on the proposed issuance of the Bonds and the location and nature of the Facilities to express their views, both orally and in writing;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA, that they hereby consent to and approve the issuance of the Bonds for the purposes set forth herein and the refunding of such Bonds from time to time. This consent and approval is being given pursuant to, and solely for the purpose of, the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, and the final regulations promulgated thereunder, and Title 11, Chapter 62 of the Code of Alabama of 1975, as amended. This consent to and approval of the issuance of the Bonds should not be construed as expressing any view whatsoever as to the financial feasibility of the Facilities or the adequacy of any security provided for the Bonds. This certificate shall never be taken to impose any liability of any kind whatsoever upon the undersigned, in either an individual capacity or as Council President of the City Council of the City of Fairhope, Alabama.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA, this 26th day of July, 2021.

Jack Burrell, Council President

ATTEST:

Lisa Hanks, City Clerk

I, Lisa Hanks, City Clerk of the Fairhope, Alabama, do hereby certify the foregoing to be a true and exact copy of a Resolution approved and adopted by the City Council of the Fairhope, Alabama, at its regular meeting held on the 26th day of July, 2021.

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. ____

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

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

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

WHEREAS, the proposed amendments relate to the Central Business District; and,

WHEREAS, after the appropriate public notice and hearing of ZC 21.09, the Planning Commission of the City of Fairhope, Alabama has forwarded a favorable recommendation;

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

1. **THAT**, Article V, Section B.3 Central Business District Overlay, be hereby amended to read as follows:
 3. **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.
 - a. Short-term rentals shall be allowed within the CBD, regardless of the underlying zoning district.

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 26th day of July, 2021.

By: _____
Jack Burrell, Council President

Attest:

By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 26th day of July, 2021.

By: _____
Sherry Sullivan, Mayor

ORDINANCE NO. ____

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

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

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

WHEREAS, the proposed amendments relate to commercial square footage required on the ground floor for mixed use buildings in the Central Business District; and,

WHEREAS, after the appropriate public notice and hearing of ZC 21.03, the Planning Commission of the City of Fairhope, Alabama has forwarded a favorable recommendation;

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

THAT, Article V, Section B. Central Business District, be hereby amended to add the following:

f. A minimum of fifty percent (50%) of the gross floor area on the ground floor of a building in the CBD 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.

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 26th day of July, 2021.

By: _____
Jack Burrell, Council President

Attest:

By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 26th day of July, 2021.

By: _____
Sherry Sullivan, Mayor

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 Fairhope Single Tax Corporation and MPM Investments LLC is generally located on the west side of State Highway 181, approximately 200-feet north of Windmill Road in Fairhope, Alabama.

PPIN #: 14533

Legal Description: (Case number ZC 21.07)

BEGINNING AT A CAPPED REBAR (FAIRHOPE) AT THE SOUTHEAST CORNER OF ELLINGTON PLACE, AS SHOWN BY MAP OR PLAT THEREOF, RECORDED AT SLIDE 2221-A, BALDWIN COUNTY PROBATE RECORDS, AND RUN THENCE NORTH 00 DEGREES 34 MINUTES 38 SECONDS EAST, ALONG THE EAST MARGIN OF SAID ELLINGTON PLACE, A DISTANCE OF 394.48 FEET TO A CAPPED REBAR (ILLEGIBLE) AT THE SOUTHWEST CORNER OF GAFFORD SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2106-E, BALDWIN COUNTY PROBATE RECORDS; THENCE RUN SOUTH 89 DEGREES 39 MINUTES 29 SECONDS EAST, ALONG THE SOUTH MARGIN OF SAID GAFFORD SUBDIVISION, A DISTANCE OF 409.83 FEET TO A CAPPED REBAR (FAIRHOPE) ON THE WEST RIGHT-OF-WAY OF ALABAMA HIGHWAY 181; THENCE RUN SOUTH 00 DEGREES 28 MINUTES 07 SECONDS WEST, ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 186.59 FEET TO A REBAR (NO CAP); THENCE DEPARTING SAID WEST RIGHT-OF-WAY, RUN NORTH 89 DEGREES 33 MINUTES 46 SECONDS WEST, A DISTANCE OF 313.06 FEET TO A REBAR (NO CAP); THENCE RUN SOUTH 00 DEGREES 26 MINUTES 40 SECONDS WEST, A DISTANCE OF 208.62 FEET TO A REBAR (NO CAP) ON THE NORTH RIGHT-OF-WAY OF WINDMILL ROAD; THENCE RUN NORTH 89 DEGREES 32 MINUTES 13 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 97.61 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 2.22 ACRES, MORE OR LESS.

A map of the property to be rezoned is attached as Exhibit A

The property is hereby rezoned from RA Residential/Agriculture District to B-4 Business and Professional 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.

Ordinance No. ____

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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 26th day of July, 2021.

By: _____
Jack Burrell, Council President

Attest:

By: _____
Lisa A. Hanks, MMC
City Clerk

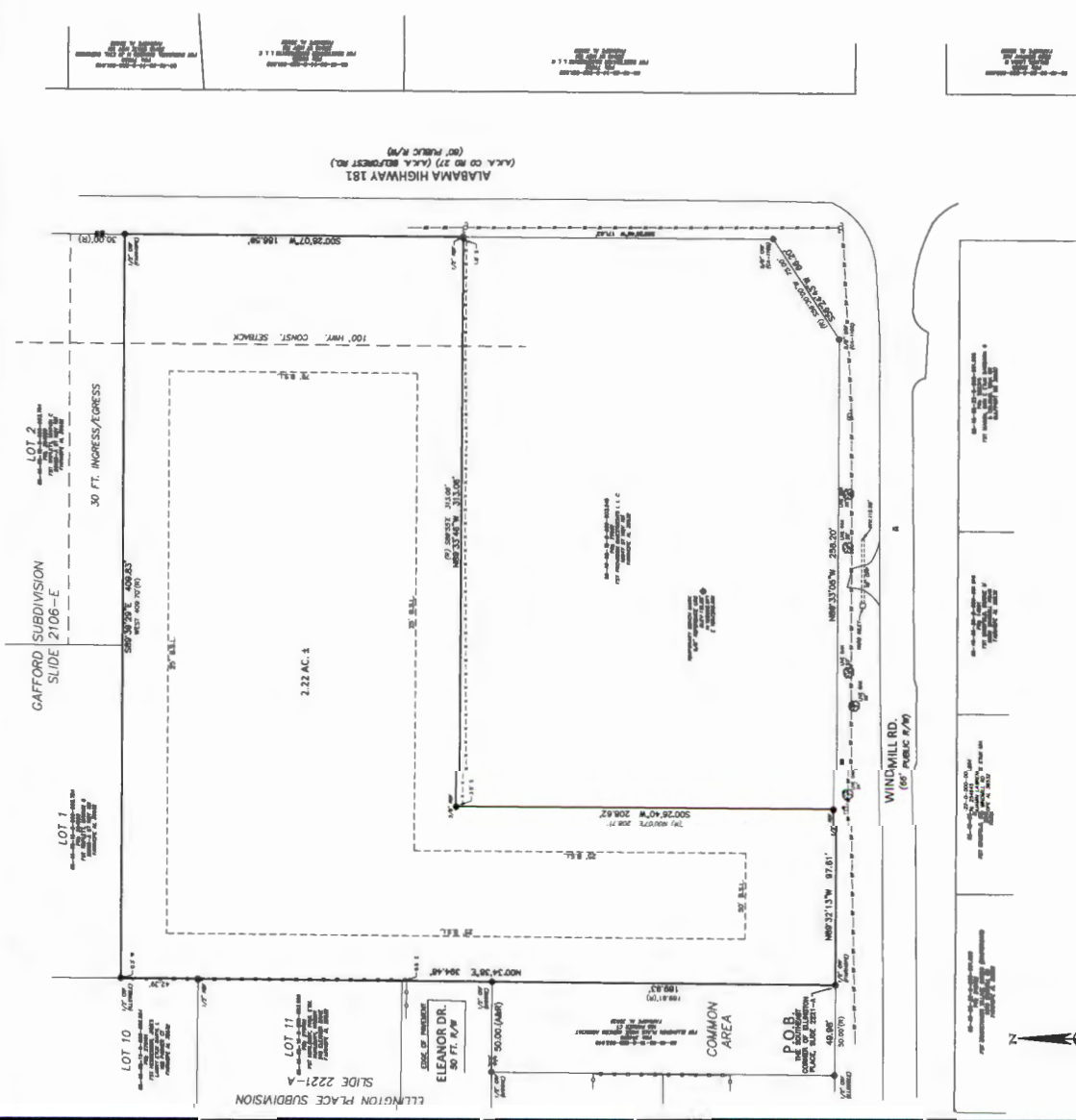
Adopted and approved this 26th day of July, 2021.

By: _____
Sherry Sullivan, Mayor



Exhibit A

- LEGEND**
- 1. LOT 10
 - 2. LOT 11
 - 3. LOT 1
 - 4. LOT 2
 - 5. COMMON AREA
 - 6. ELEANOR DR.
 - 7. WINDMILL RD.
 - 8. ALABAMA HIGHWAY 181
 - 9. GAFFORD SUBDIVISION
 - 10. SITE



SURVEYOR'S NOTES:

1. THERE MAY BE RECORDS OF UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE ACCURACY OF THIS SURVEY.
2. THE SURVEYOR HAS TAKEN THE EXISTENCE, LOCATION, AND EXTENT OF ALL ADJACENT EASEMENTS INTO CONSIDERATION.
3. THE SURVEYOR HAS TAKEN THE EXISTENCE, LOCATION, AND EXTENT OF ALL ADJACENT RIGHTS-OF-WAY INTO CONSIDERATION.
4. THE SURVEYOR HAS TAKEN THE EXISTENCE, LOCATION, AND EXTENT OF ALL ADJACENT UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, OR OTHER INSTRUMENTS INTO CONSIDERATION.
5. THE SURVEYOR HAS TAKEN THE EXISTENCE, LOCATION, AND EXTENT OF ALL ADJACENT UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, OR OTHER INSTRUMENTS INTO CONSIDERATION.
6. THE SURVEYOR HAS TAKEN THE EXISTENCE, LOCATION, AND EXTENT OF ALL ADJACENT UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, OR OTHER INSTRUMENTS INTO CONSIDERATION.
7. THE SURVEYOR HAS TAKEN THE EXISTENCE, LOCATION, AND EXTENT OF ALL ADJACENT UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, OR OTHER INSTRUMENTS INTO CONSIDERATION.
8. THE SURVEYOR HAS TAKEN THE EXISTENCE, LOCATION, AND EXTENT OF ALL ADJACENT UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, OR OTHER INSTRUMENTS INTO CONSIDERATION.
9. THE SURVEYOR HAS TAKEN THE EXISTENCE, LOCATION, AND EXTENT OF ALL ADJACENT UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, OR OTHER INSTRUMENTS INTO CONSIDERATION.
10. THE SURVEYOR HAS TAKEN THE EXISTENCE, LOCATION, AND EXTENT OF ALL ADJACENT UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, OR OTHER INSTRUMENTS INTO CONSIDERATION.

SURVEYOR'S CERTIFICATE:

I, **DAVID E. DRISK**, a duly licensed Professional Surveyor in the State of Alabama, County of Baldwin, do hereby certify that all parts of this survey and drawings have been conducted in accordance with the laws, rules, and regulations of the State of Alabama, and that the same are true and correct to the best of my knowledge, information, and belief.



S.E. CIVIL, LLC
DAVID E. DRISK
 03-15-2021
 DATE
 AL P.L.S. NO. 29014
 SURVEY NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL.

FLOOD STATEMENT
 PROPERTY IS IN FLOOD ZONE "X" AS SHOWN ON THE FLOOD HAZARD MAP OF BALDWIN COUNTY, ALABAMA, DATED 10/18/2010.
 FLOOD ZONE: X
 DATE: 10/18/2010

BUILDING SETBACKS AS PER CITY OF BALDWIN:
 P/R - RESIDENTIAL/AGRICULTURAL
 FRONT: 75 FT.
 REAR: 75 FT.
 SIDE STREET: 50 FT.



OWNER	MPM INVESTMENTS, LLC
PROJECT	BOUNDARY SURVEY
DATE	03-15-2021
SCALE	AS SHOWN
PROJECT NUMBER	10004
FILE NUMBER	10004
SHEET	1 OF 1

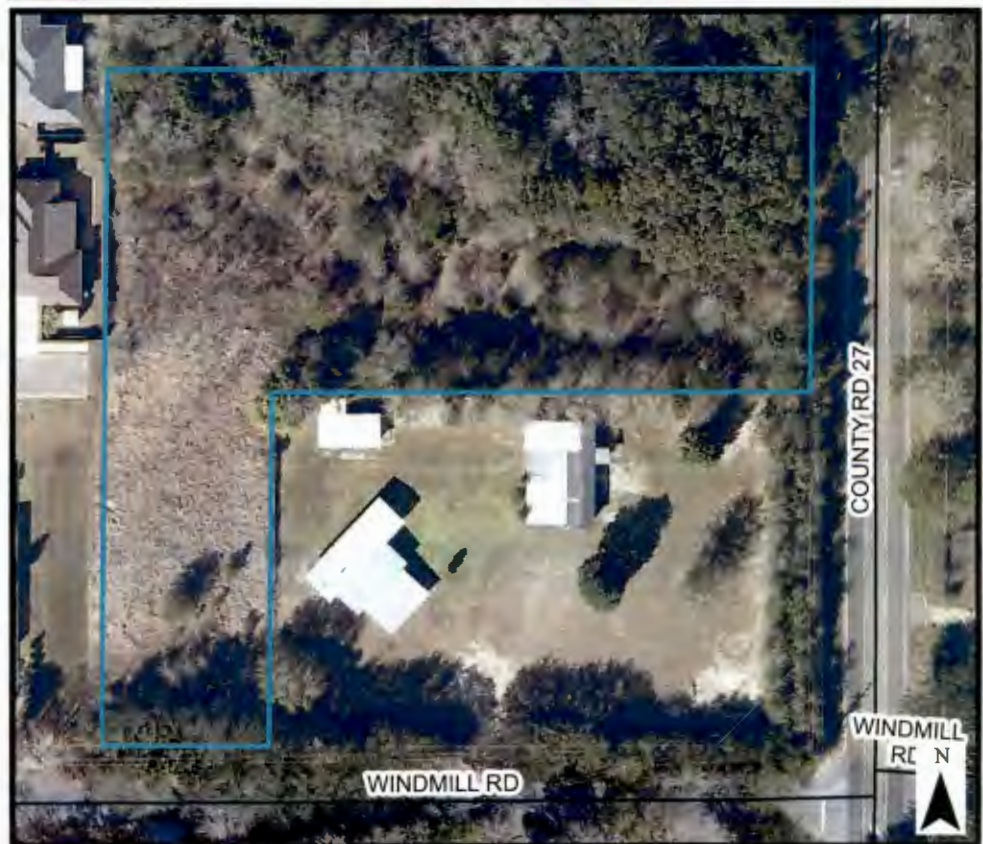
City of Fairhope
 City Council
 July 26, 2021



ZC 21.07 - Rezone from R-A to B-4



Project Name:	Windmill Road and Hwy 181
Site Data:	2.22 acres
Project Type:	Rezoning
Jurisdiction:	Fairhope Corporate Limits
Zoning District:	R-A to B-4
PPIN Number:	14533
General Location:	West side of State Highway 181, approx. 200 ft north of Windmill Rd.
Surveyor of Record:	Smith, Clark & Associates
Engineer of Record:	Smith, Clark & Associates
Owner / Developer:	FST MPM INVESTMENTS LLC
School District:	Fairhope Elementary School Fairhope Middle and High Schools
Recommendation:	Approved w/ Conditions
Prepared by:	Samara Walley



Summary of Request:

FST MPM INVESTMENTS LLC is requesting to rezone property from R-A Residential/Agricultural District to B-4 Business and Professional District. The property is approximately 2.22 acres and is located on the west side of State Highway 181, approximately 200 ft north of Windmill Rd.

The applicant has provided a narrative to justify their request. They state that with the expansion of Highway 181, commercial development is inevitable. The area is wooded and does not appear to have attracted any interest as it current zoning classification. Due to their location outside of a village core, the applicant believes that the request for B-4 zoning is more appropriate as it allows for less intensive uses.

Comments:

The drawing illustrates an "L-shaped" lot with frontages on Windmill Road and Highway 181. It is bounded to the North by R-1, Low Density Residential District, to the West by PUD, to the South by PUD (across Windmill Road) and B-4, Business and Professional District, and to the East by B-4 Business and Professional District and R-2, Medium Density Single Family Residential District (across Highway 181).

The Zoning Ordinance defines B-4 Business and Professional District as follows:

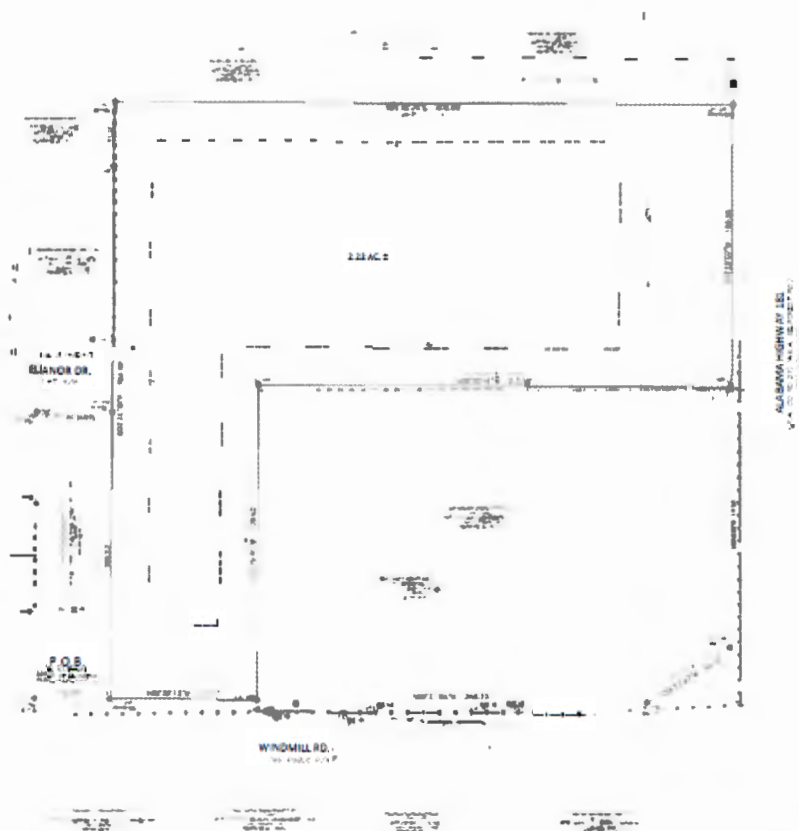
"B-4 Business and Professional District: This district is intended to provide opportunity for business establishments of a professional nature and is restricted to offices and businesses, which provide specific corporate functions or professional services to the general public."

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

(1) Compliance with the Comprehensive Plan;

Response:

Since 2001, the Comprehensive Plan supported a village concept, with village cores containing the highest intensity of business uses. The nearest core radiates from the intersection of Highway 181 and Fairhope Ave. The subject site does not fall within the area of influence of this village center as shown of the map below.



Drawing provided by S.E. Civil



Staff finds that because the subject property does not fall within a village center, as defined by the Comprehensive Plan, it is more appropriate to request a lesser intensive zoning. Staff is in agreement with the applicant's claim that a request for B-4 zoning would be more appropriate.

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

Response: As stated by the applicant, the Zoning Ordinance states the following about R-A Residential/Agricultural District in Article III, Section A.1., "This district may also be used as a "holding zone" for future

development in accordance with the comprehensive plan, when future conditions allow for efficient expansion of urban services." This line implies that changes will occur. Staff finds that the applicant has taken a consideration to the surrounding properties when making the request for B-4, Business and Professional District.

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

Response: There is a variety of adjacent zoning types. When development occurs, buffers may be required in accordance with the City of Fairhope Zoning Ordinance.

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

Response: The applicant states that water and sewer lines exist along Windmill Road that can service the subject property.

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

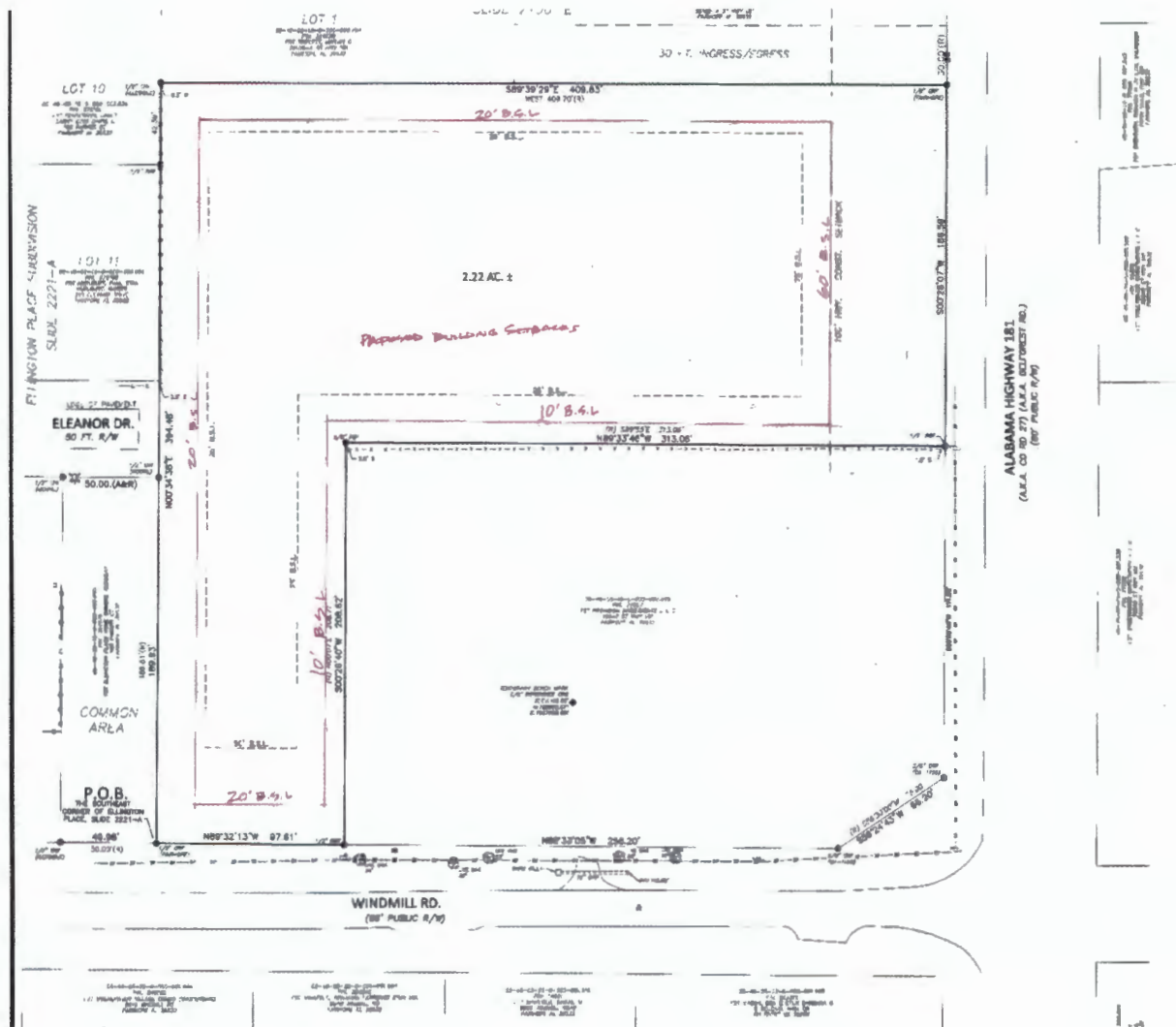
Response: The applicant has no known plans of construction or redevelopment at this time. Additionally, there are no known natural features present.

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

Response: There is no development proposed at this time. 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.

Minimum building setbacks are illustrated on the submitted boundary survey. However, according to the applicant, these are R-A setbacks. The applicant intends to revise the setbacks once the rezoning application is approved. Due to the unique shape of the subject property, Staff has proposed the following:

- 60' minimum building setback along Highway 181
- 20' minimum building setback along Windmill Road
- 20' minimum building setback along the northern and western property lines
- 10' minimum building setback along the interior property lines as shown on the drawing



Drawing provided by S.E. Civil ; setbacks emphasized by Planning Staff

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

Response: At the time of a 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 applicant has 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. Buffers and landscaping may be required per the Zoning Ordinance. 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 21.07 rezoning from R-A, Residential/Agriculture District to B-4, Business and Professional District **subject to the following condition:**

1. Submission of an administrative replat to record setbacks as proposed by Staff.

Planning Commission Recommendation:

At the May 3, 2021 meeting, the Planning Commission voted unanimously to recommend approval of case ZC 21.07 subject to Staff recommendations.

RESOLUTION NO. ____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of Goodwyn Mills Cawood to perform Professional Engineering Services for Rehab of Lakewood Lift Station and Force Main for the Water & Sewer Department (RFQ No. PS033-21); and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 26TH DAY OF JULY, 2021

Jack Burrell, Council President


Attest:

Lisa A. Hanks, MMC
City Clerk



MEMO

To: Lisa A Hanks, MMC, City Clerk
Kimberly Creech, City Treasurer

From: 
Delores A Brandt, Purchasing Manager

Sherry Sullivan
Mayor

Date: July 15, 2021

Re: **City Council Approval of Mayor's choice of professional service provider for RFQ No. PS033-21 Professional Engineering Services for Rehab of Lakewood Lift Station and Force Main for the Water Department. This is a budgeted item for FY2021**

Council Members:

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

The Water Department needs to hire a professional engineering firm for **RFQ PS033-21 Professional Engineering Services for Rehab of Lakewood Lift Station and Force Main as a part of the Lift Station Upgrades plan for the Water Dept. that is budgeted for \$500,000.00 for FY 2021**

Mayor Sullivan chose GMC—Goodwin, Mills, **Cawood, Inc** to perform the professional service. The work to be performed is for the design work and CEI for the improvements to the rehab of the lift station and the force main at Lakewood.

Please move this request forward for City Council to approve the Mayor's selection of GMC, Inc for RFQ PS033-21 Professional Engineering Services for Rehab of Lakewood Lift Station and Force Main 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

PURCHASING DEPARTMENT REQUEST FORM

Requestor: Jason Langley Department: Water & Sewer

Project Name: Lakewood LS Rehab and updated force main

Brief Project Description: Upgrade Lakewood LS, up-size force from Scenic 98 to remove flow from the south off of Grand Hotel LS.

Project Category: Item Bid Professional Service Other

Budget Amount: 500,000 (2021 Budget), 1,000,000 (2022 Budget) including ARP Money _____ Budget Code: 004020-59500

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: _____

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of the International Code Council to perform construction plan review of the proposed Reserve at Fairhope Senior Care Facility (RFQ No. PS030-21) for the Building Department; and hereby authorizes Mayor Sherry Sullivan to execute a contract with a not-to-exceed of \$24,729.59.

DULY ADOPTED THIS 26TH DAY OF JULY, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/19/2021

Please return this Routing Sheet to Treasurer by 7/19/2021 **ASAP**

Project Name: RFQ PS030-21 Plan Review for Proposed Fairhope Senior Care Facility

Project Location: Building Dept

Presented to City Council: 7/26/2021

Funding Request Sponsor: Erik Cortinas, Building Department Director

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 24,729.59 (Not to Exceed)

Vendor: Internation Code Council, 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 Bidg-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 Marine-34 Plan/Zone

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 001130-50290
G/L Acct Name: Professional Services

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

Project Budgeted: \$ 3,096.98
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ 21,632.61

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

Comments:

This is a "pass through" cost that is paid by the City and then collected from the applicant at the time the permit is issued.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 7/19/2021

Purchasing Memo Date: 7/19/2021

Delivered To Date: 7/19/2021

Request Approved Date: 7/19/2021

Request Approved Date: 7/19/2021

Approved Date: 7/19/2021

Signatures: Aiskrin Stone
Aiskrin Stone

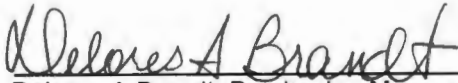
Kim Creech
Kim Creech

Mayor Sherry Sullivan
Mayor Sherry Sullivan



MEMO

To: Aislinn Stone, Senior Acct
Kimberly Creech, Treasurer

From: 
Delores A Brandt, Purchasing Manager

Date: July 19, 2021

Re: Greensheet and Council approval of award for **budgeted** consulting services for **RFQ PS030-21 3rd party Plan Review of Proposed Reserve at Fairhope Senior Care Facility**

The Building Official, Erik Cortinas, is requesting to hire a professional consultant for **RFQ PS030-21 3rd Party Plan Review for Proposed Fairhope Senior Care Facility**

Per our 'Procedure for Procuring Professional Services, under Variants to Procedure, the Mayor exercised Options 1 and 2, to comply with time restrictions. Erik Cortinas, Building Official, and I routed a short list through you to the Mayor. The Mayor chose **International Code Council Inc.**, of Birmingham, to provide this very specialized consulting service.

The purpose of hiring this company is for plan review services for the Building Department. As this will ultimately be charged to the permit applicant, the fee formula used generates an approximate **not to exceed fee of TWENTY-FOUR THOUSAND SEVEN HUNDRED TWENTY-NINE DOLLARS AND FIFTY-NINE CENTS (\$24,729.59)** for the review of said documents. This is a "pass through" cost that is paid by the City through our account and is then collected from the applicant at the time the permit is issued.

Please compose a greensheet and place on the next available City Council Agenda this request for City Council to approve the award of RFQ PS030-21 Third Party Plan Review for Proposed Fairhope Senior Care Facility to International Code Council, Inc., and authorize the Mayor to establish an approximate not-to-exceed amount of \$24,729.59, and to execute associated contract

Cc: file; Erik Cortinas,

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
City Treasurer

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov



MEMO

JUL 13 '21 PM8:40

To: Aislinn Stone, Senior Acct
Kimberly Creech, Treasurer

From: Delores A Brandt
Delores A Brandt, Purchasing Manager

Date: July 23, 2021

Re: Greensheet and Council approval of award for **budgeted** consulting services for **RFQ PS030-21 3rd party Plan Review of Proposed Reserve at Fairhope Senior Care Facility**

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

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251-928-2136

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Cc: file; Erik Cortinas,

CITY OF FAIRHOPE PURCHASING DEPARTMENT

REQUEST FORM

Name: Erik Cortinas

Date: 7/12/2021

Department: Building Department

ITEM OR SERVICE INFORMATION

- 1. What item or service do you need to purchase?** 3rd party construction plan review of proposed Reserve at Fairhope Senior Care facility.
- 2. What is the total cost of the item or service?** \$ 24729.59
- 3. Where will the item or service be physically located?** Southwest corner of Volanta Ave and Greeno Rd
- 4. What is the primary function of the item or service?** Provide professional services for review of construction documents
- 5. How many do you need?** 1
- 6. Item or Service Is:** New Used Replacement Annual Request
- 7. When do you anticipate implementation?** As soon as approved
- 8. Additional Information or Comments:** This is a "pass through" cost that is paid by the City through our account with International Code Council and is then collected from the applicant at the time the permit is issued

BUDGET INFORMATION

- 1. Is it budgeted?** Yes No Emergency Request
- 2. If budgeted, what is the budgeted amount?** \$ 42931.00
- 3. What is the Capital Project Name or Operating Budget Code:**
- 4. Check any applicable boxes:** State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

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

PURCHASING USE ONLY

Vendor Name: International Code Council **Vendor Number:** 21565

Current Business License: Yes No

Fee Estimate Details

[Apply Plan Review](#)

[Edit Fee Estimate](#)

Plan Review No.	-	First Name	Erik	Date
Fee ID	FC10105	Last Name	Cortinas	
Jurisdiction	City of Fairhope	Email	erikc@fairhopeal.gov	Status
				Phone Number

Fee Estimate

The Plan Review fee is based on the estimated construction value calculated through the construction information provided.

Construction Details:

Group	Type of construction	Area(Sq. ft)
I-2 Institutional, nursing homes	IIA	52583.00
R-2 Residential, multiple family	VA	122840.00

Disciplines	Cost
Building review	\$12,364.80
Mechanical review	\$3,091.20
Plumbing review	\$3,091.20
Electrical review	\$3,091.20
Accessibility review	\$3,091.20
Total	\$24,729.59

Disclaimer: This estimated fee is an approximation based on information provided by the client, our Building Valuation Data (BVD) table, and the corresponding sliding rate fee schedule. The estimate shall be considered **applicable for 30 days**. The actual cost of the review fee may vary once all project elements are finalized. Prior to any changes in cost fees, the client will be notified and required to accept cost fee revision.

For single-family dwellings or if you would like to discuss this plan review estimate and request a formal proposal, please email us at planreviewportal@iccsafe.org or call ICC NTA 574-773-7975 and ask for Plan Review.



MEMO

**To: Lisa A Hanks, MMC, City Clerk
Kim Creech, Treasurer**

Sherry Sullivan
Mayor

From: Delores A Brandt
Delores A Brandt, Purchasing Manager

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

Date: July 13, 2021

Re: RFQ PS030-21 3rd Party Plan Review of Proposed Reserve at Fairhope Senior Care Facility

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

The Building Official, Erik Cortinas, is requesting the hiring of a professional consulting firm for **RFQ No. PS030-21 3rd Party Plan Review of Proposed Reserve at Fairhope Senior Care Facility.**

Per our Procedure for Procuring Professional Services, Erik Cortinas and I are providing this firm for the Mayor to select for the work. The company provided below is essentially a sole source for this kind of Consultation. Please move this procurement of professional services forward to the Mayor for selection of a professional service provider.

The purpose for hiring the company is to perform professional services for 3rd party Plan Review for proposed Reserve at Fairhope Senior Care facility

The short list is:

[Signature] 7/14/21 **International Code Council, Inc.**

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

_____/_____/____ None. Submit another list

251-928-2136 (p)

Cc: file, Erik Cortinas

This is in regard to the building plan review for the Reserve at Fairhope. The ICC plan review quote came back at \$24,729.59 and this is a pass-through cost since by Ordinance fee schedule we will collect a \$2.50/\$1000 Plan Review fee for the project. Based on the square footage and construction type, the ICC Building Valuation tables for construction cost calculates the building value at \$27.6M. If that is close that would come to a \$69K plan review fee we would collect, and the \$24K ICC fee would be deducted from that total leaving \$44K in fees collected.

FYI- we will also collect a \$5/\$1000 fee for the Land Disturbance beyond the building review and we will perform that review in-house with all of the City Dept Heads. Also, if that \$27.6M value is close we would collect between \$600K-\$650K in permit and Impact Fees for just the main building depending on the land cost (land cost only factors into Impact Fees but will drive the number up). That is exclusive to any utility Aid to Construction costs from the Electrical, Water/Sewer, and Gas Departments.

Keep in mind this project is in addition to both of the Publix buildings, USA building, airport projects, and ALDIs plus all of our other normal stuff.

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 Arts Alley Downtown Transit Hub for the Public Works Department (Bid Number 020-21) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama. The Bid was advertised in 4 newspapers, posted on Architect's website, City's website, posted on City's bulletin board, and e-mailed to contractors.

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

[3] After evaluating the bid proposals with the required bid specifications, one Bid was received. Staff along with our Project Architect of Record request that the bid be rejected for Bid No. 020-21 Arts Alley Downtown Transit Hub through consultation with the ESMPO, the County, and FTA personnel due to the funders being uncomfortable with one bidder and perceived irregularities in prices; and authorizes staff to rebid.

Adopted on this 26th day of July, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



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, ACOMO
Jimmy Conyers
Corey Martin
Jay Robinson

Date: July 8, 2021

Lisa A. Hanks, MMC
City Clerk

Re: City Council approval to **reject all bids for Bid No. 020-21 Arts Alley Downtown Transit Hub**

Kimberly Creech
City Treasurer

The Public Works Director, Richard Johnson, Project Architect of Record, Christian Preus, and the Special Projects and Grants Manager, Jessica Sawyer, through consultation with the ESMPO, the County and FTA personnel, recommend rejection of all bids received for the project. The funders are uncomfortable with one bidder due to perceived irregularities in prices. They further recommend that this project be reviewed and re-bid. This comes after a tumultuous and destructive hurricane season eight months prior to the bid that involved significant rebuilding and construction to the local area and providing the contractors and local vendors with more work than is normal for many of them. The recommendation to reject all bids is necessitated by the perceived lack of Bids due to industry overload. The third-party reviewer of this bid, S.E. Civil, and the Project Manager Architect, Christian Preus, felt uncomfortable with some irregularities pertaining to concrete pipe. The attached Comparison resulted in a difference of \$157,689.70 between the Contractor bid and the Engineer numbers.

Bid No 020-21 Arts Alley Downtown Transit Hub was issued on May 19, 2021. It was advertised in 4 newspapers, posted to the Architect's website, the City's website, posted at the City's bulletin board, and email to contractors. A mandatory pre bid meeting was held (attended by 10 contractors) and Bid Responses were received until 2:00 p.m., June 16, 2021. A tabulation and recommendation was composed. One bid was received.

Please place on the next City Council Agenda this request to reject all Bid responses for Bid No. 020-21 Arts Alley Downtown Transit Hub and re-bid the project.

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

Cc: file; Richard Johnson, Christian Preus, Jessica Walker, Clint Steadham, Randy Weaver

251-928-6776 Fax
www.fairhopeal.gov

ESTIMATE COMPARISON

ENGINEER/ CONTRACTOR

6/30/21

Fairhope Arts Alley Comparison

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	ENGINEER		TOTAL QUANTITY	CONTRACTOR		DIFFERENCE	UNIT PRICE QUESTIONS UNIT PRIC	DIFFERENCE AMOUNT
				UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT			
GENERAL											
100	MOBILIZATION & GENERAL CONDITIONS	LS	1	\$ 75,000.00	\$ 75,000.00	1	\$ 152,521.00	\$ 152,521.00	\$ 77,521.00		
101	GEOMETRIC CONTROLS	LS	1	\$ 7,500.00	\$ 7,500.00	1	\$ 10,517.00	\$ 10,517.00	\$ 3,017.00		
102	TRAFFIC CONTROL	LS	1	\$ 7,500.00	\$ 7,500.00	1	\$ 9,410.00	\$ 9,410.00	\$ 1,910.00		
SUB-TOTAL GENERAL				\$ 90,000.00			\$ 172,448.00		\$ 82,448.00		
ARCHITECTURAL											
200	RESTROOM/TRANSIT HUB	LS	1	\$ 177,788.00	\$ 177,788.00	1	\$ 292,248.00	\$ 292,248.00	\$ 114,460.00		
201	APPLIED WALL GRAPHICS	LS	1	\$ 12,000.00	\$ 12,000.00	0	\$ -	\$ 0	\$ 0		
202	GATEWAY ARCH	LS	1	\$ 45,250.00	\$ 45,250.00	0	\$ -	\$ 0	\$ 0		
SUB-TOTAL ARCHITECTURAL				\$ 235,038.00			\$ 292,248.00		\$ 114,460.00		
HARDSCAPE											
300	DEMOLITION	SF	22,000	\$ 2.25	\$ 49,500.00	22,000	\$ 1.66	\$ 36,520.00	\$ (12,980.00)		
301	UNFORSEEN CONDITIONS	LS	1	\$ 15,000.00	\$ 15,000.00	0	\$ -	\$ -	\$ (15,000.00)		
302	GRADING & SITE PREP	CY	600	\$ 18.00	\$ 10,800.00	600	\$ 33.21	\$ 19,926.00	\$ 9,126.00		
303	POROUS CONCRETE PAVERS (INCLUDING AGG. BASE)	SF	8,787	\$ 16.00	\$ 140,592.00	9,990	\$ 16.51	\$ 164,934.90	\$ 24,342.90		
304	RED BRICK PAVERS	SF	1,279	\$ 10.00	\$ 12,790.00	1,500	\$ 17.16	\$ 25,740.00	\$ 12,950.00		
305	ADA PAVERS	SF	61	\$ 12.00	\$ 732.00	100	\$ 16.05	\$ 1,605.00	\$ 873.00		
306	ASPHALT	SY	344	\$ 28.00	\$ 9,632.00	340	\$ 49.82	\$ 16,938.80	\$ 7,306.80	\$ 30.00	\$ 10,200.00 \$ 6,738.80
307	NEW CONCRETE CURB AND GUTTER ON ENTRY	LF	603	\$ 18.00	\$ 10,854.00	603	\$ 55.35	\$ 33,376.05	\$ 22,522.05	\$ 17.10	\$ 10,311.30 \$ 23,064.75
308	COBBLESTONE PAVERS (INCLUDING AGG. BASE)	SF	1,423	\$ 14.00	\$ 19,922.00	1,500	\$ 19.93	\$ 29,895.00	\$ 9,973.00		
309	CONCRETE WALKWAY	SY	112	\$ 36.00	\$ 4,032.00	112	\$ 86.35	\$ 9,671.20	\$ 5,639.20	\$ 44.70	\$ 5,006.40 \$ 4,664.80
310	CONCRETE PADS FOR TRASH BINS	SY	40	\$ 36.00	\$ 1,440.00	40	\$ 112.91	\$ 4,516.40	\$ 3,076.40	\$ 60.00	\$ 2,400.00 \$ 2,116.40
311	8" THICK WALL AROUND TRASH BINS	SF	300	\$ 25.00	\$ 7,500.00	300	\$ 71.96	\$ 21,588.00	\$ 14,088.00		
312	3' GATE	EA	1	\$ 850.00	\$ 850.00	1	\$ 3,154.95	\$ 3,154.95	\$ 2,304.95		
313	BIKE RACK CONCRETE PAD	SY	18	\$ 36.00	\$ 648.00	18	\$ 112.91	\$ 2,032.38	\$ 1,384.38	\$ 60.00	\$ 1,080.00 \$ 952.38
314	12" CONCRETE BAND	SY	240	\$ 55.00	\$ 13,200.00	2,160	\$ 53.14	\$ 114,782.40	\$ 101,582.40	\$ 23.50	\$ 50,760.00 \$ 64,022.40
315	4" THICK CONCRETE BASE FOR PAVERS	SY	142	\$ 55.00	\$ 7,810.00	154	\$ 59.78	\$ 9,206.12	\$ 1,396.12	\$ 44.70	\$ 6,883.80 \$ 2,322.32
316	6" THICK FINISHED CONCRETE	SY	242	\$ 85.00	\$ 20,570.00	242	\$ 101.84	\$ 24,645.28	\$ 4,075.28		
317	SITE FURNISHINGS ALLOWANCE	EA	3	\$ 2,250.00	\$ 6,750.00	3	\$ 4,151.25	\$ 12,453.75	\$ 5,703.75		
318	ELECTRICAL & SPECIAL OUTLETS	LS	1	\$ 5,000.00	\$ 5,000.00	0	\$ -	\$ -	\$ (5,000.00)		
319	SITE SIGNS	LS	1	\$ 10,500.00	\$ 10,500.00	1	\$ 20,479.50	\$ 20,479.50	\$ 9,979.50		
320	WAYFINDING	LS	1	\$ 27,500.00	\$ 27,500.00	1	\$ 20,479.50	\$ 20,479.50	\$ (7,020.50)		
321	BIKE RACKS	EA	3	\$ 850.00	\$ 2,550.00	3	\$ 1,992.60	\$ 5,977.80	\$ 3,427.80		
322	BOLLARD/PLANTERS	EA	4	\$ 1,250.00	\$ 5,000.00	4	\$ 553.50	\$ 2,214.00	\$ (2,786.00)		
323	CONCRETE STEPS	SY	28	\$ 125.00	\$ 3,500.00	28	\$ 387.45	\$ 10,848.60	\$ 7,348.60		
324	PAVEMENT MARKING/STRIPING	LS	1	\$ 5,500.00	\$ 5,500.00	1	\$ 2,767.50	\$ 2,767.50	\$ (2,732.50)		
SUB-TOTAL HARDSCAPE				\$ 392,172.00			\$ 593,753.13		\$ 201,581.13		\$ 103,881.85
LANDSCAPE											
400	SHADE TREES (65 GAL.)	EA	7	\$ 650.00	\$ 4,550.00	7	\$ 1,070.53	\$ 7,493.71	\$ 2,943.71		
401	SABAL PALM (16' HT.)	EA	3	\$ 850.00	\$ 2,550.00	3	\$ 887.22	\$ 2,661.66	\$ 111.66		
402	SHRUBS & GROUND COVER	EA	422	\$ 25.00	\$ 10,550.00	562	\$ 38.36	\$ 21,558.32	\$ 11,008.32		
403	PINE STRAW MULCH	BALE	85	\$ 8.00	\$ 680.00	85	\$ 15.39	\$ 1,308.15	\$ 628.15		
404	SOD	SY	96	\$ 6.50	\$ 624.00	96	\$ 19.31	\$ 1,853.76	\$ 1,229.76		
405	6" BED PREP MATERIAL	CY	65	\$ 42.00	\$ 2,730.00	65	\$ 23.61	\$ 1,534.65	\$ (1,195.35)		
406	TREE FERTILIZATION (EXISTING OAK)	LS	1	\$ 1,500.00	\$ 1,500.00	1	\$ 1,374.78	\$ 1,374.78	\$ (125.22)		
407	IRRIGATION	LS	1	\$ 15,500.00	\$ 15,500.00	1	\$ 39,367.41	\$ 39,367.41	\$ 23,867.41		
SUB-TOTAL LANDSCAPE				\$ 38,684.00			\$ 77,152.44		\$ 38,468.44		
DRAINAGE											
500	6" PERFORATED UNDERDRAIN	LF	232	\$ 18.00	\$ 4,176.00	232	\$ 46.49	\$ 10,785.68	\$ 6,609.68		
501	12" PVC A2000	LF	204	\$ 24.00	\$ 4,896.00	160	\$ 80.81	\$ 12,929.60	\$ 8,033.60	\$ 31.60	\$ 5,056.00 \$ 7,873.60

502	15" PVC A2000	LF	44	\$ 30.00	\$ 1,320.00	100	\$ 87.45	\$ 8,745.00	\$ 7,425.00	\$	31.60	\$	3,160.00	\$	5,585.00
503	18" PVC A2000	LF	229	\$ 34.00	\$ 7,786.00	480	\$ 99.63	\$ 47,822.40	\$ 40,036.40	\$	31.60	\$	15,168.00	\$	32,654.40
504	13x22 RCAP	LF	251	\$ 38.00	\$ 9,538.00	0	\$ 58.67	\$ -	\$ (9,538.00)						
505	CONNECT TO EXISTING STRUCTURE	EACH	1	\$ 850.00	\$ 850.00	1	\$ 1,660.50	\$ 1,660.50	\$ 810.50						
506	CONNECT EXISTING DOWNSPOUTS	EACH	4	\$ 750.00	\$ 3,000.00	4	\$ 830.25	\$ 3,321.00	\$ 321.00						
507	JUNCTION BOXES, TYPE 1	EACH	3	\$ 4,428.00	\$ 13,284.00	3	\$ 3,182.63	\$ 9,547.89	\$ (3,736.11)						
508	DROP INLET (0-8')	EACH	1	\$ 3,500.00	\$ 3,500.00	1	\$ 3,597.75	\$ 3,597.75	\$ 97.75						
509	SILT FENCE	LF	300	\$ 4.25	\$ 1,275.00	300	\$ 7.20	\$ 2,160.00	\$ 885.00	\$	4.95	\$	1,485.00	\$	675.00
510	CONSTRUCTION EXIT PAD	EACH	1	\$ 3,200.00	\$ 3,200.00	1	\$ 6,088.50	\$ 6,088.50	\$ 2,888.50						
511	SILT FENCE REMOVAL	LF	300	\$ 1.50	\$ 450.00	300	\$ 2.77	\$ 831.00	\$ 381.00						
512	INLET PROTECTION, STAGE 3 OR 4	EACH	4	\$ 500.00	\$ 2,000.00	4	\$ 387.45	\$ 1,549.80	\$ (450.20)						
513	EROSION CONTROL MAINTENANCE	LUMP SUM	1	\$ 5,000.00	\$ 5,000.00	1	\$ 8,302.45	\$ 8,302.45	\$ 3,302.45						
514	VIDEO STORM DRAIN	LUMP SUM	1	\$ 2,500.00	\$ 2,500.00	1	\$ 9,963.00	\$ 9,963.00	\$ 7,463.00						
SUB-TOTAL DRAINAGE					\$ 62,775.00			\$ 127,304.57	\$ 64,529.57					\$	46,788.00

UTILITIES															
600	WATER SERVICE	EACH	1	\$ 850.00	\$ 850.00	1	\$ 2,767.50	\$ 2,767.50	\$ 1,917.50						
601	TIE TO EXISTING WATER MAIN	EACH	1	\$ 1,200.00	\$ 1,200.00	1	\$ 2,767.50	\$ 2,767.50	\$ 1,567.50						
602	6" PVC GRAVITY SEWER 0'-4" CUT	LF	65	\$ 12.50	\$ 812.50	65	\$ 118.07	\$ 7,674.55	\$ 6,862.05	\$	35.00	\$	2,275.00	\$	5,399.55
603	CRUSHED AGGREGATE BEDDING (8" THICK)	TON	2	\$ 47.50	\$ 95.00	2	\$ 276.75	\$ 553.50	\$ 458.50	\$	54.50	\$	109.00	\$	444.50
604	GRANULAR SAND BACKFILL (2.5' WIDE, 12" OVER PIPE)	CYP	10	\$ 10.00	\$ 100.00	10	\$ 138.38	\$ 1,383.80	\$ 1,283.80	\$	20.80	\$	208.00	\$	1,175.80
605	SANITARY SEWER CLEAN OUT	EACH	1	\$ 950.00	\$ 950.00	1	\$ 885.60	\$ 885.60	\$ (64.40)						
606	PRE-WIRING / CONDUIT FOR SECURITY	LS	1	\$ 1,200.00	\$ 1,200.00	0	\$ -	\$ -	\$ (1,200.00)						
608	LIGHTING PACKAGE	LS	1	\$ 40,050.00	\$ 40,050.00	0	\$ -	\$ -	\$ (40,050.00)						
609	SITE LIGHTING POLES	EACH	4	\$ 1,500.00	\$ 6,000.00	0	\$ -	\$ -	\$ (6,000.00)						
610	ELECTRICAL INSTALLATION	LS	1	\$ 50,000.00	\$ 50,000.00	1	\$ 30,000.00	\$ 30,000.00	\$ (20,000.00)						
SUB-TOTAL UTILITIES					\$ 101,257.50			\$ 46,032.45	\$ (55,225.05)					\$	7,019.85

SUB-TOTAL OF ALL CATEGORIES					\$ 919,926.50			\$ 1,308,938.59	\$ 446,262.09						
10% CONTINGENCY					\$ 91,992.65			\$ 130,893.86	\$ 38,901.21					\$	157,689.70

A&E FEES					
800	EXISTING CONDITIONS SURVEY	EACH	1	\$ 8,500.00	\$ 8,500.00
801	A&E CONSULTING FEES	EACH	1	\$ 98,675.00	\$ 98,675.00
SUB-TOTAL A&E FEES					\$ 107,175.00

GRAND TOTAL DRAINAGE UTILITIES

Dee Dee Brandt

From: Richard Johnson
Sent: Thursday, July 8, 2021 10:56 AM
To: Jessica Walker; Cory Pierce; Dee Dee Brandt
Subject: Fwd: Arts Alley
Attachments: 20190620COMPARISON.pdf

Richard D. Johnson, PE
Director of Public Works
Office: 251-929-0360
Cell: 251-423-7518
richard.johnson@fairhopeal.gov

From: larry@secivil.pro <larry@secivil.pro>
Sent: Tuesday, June 29, 2021 5:18:29 PM
To: Richard Johnson <richard.johnson@fairhopeal.gov>
Cc: 'Patricia Hughes' <patricia@christianpreus.com>; 'Christian Preus' <christian@christianpreus.com>; Jessica Walker <jessica.walker@fairhopeal.gov>; Dee Dee Brandt <deedee.brandt@fairhopeal.gov>; Cory Pierce <cory.pierce@fairhopeal.gov>
Subject: RE: Arts Alley

SENT FROM AN EXTERNAL ADDRESS

Richard,

Attached is my preliminary info. I will clean up the spreadsheet tomorrow, but wanted to get you my thoughts.

On the civil related items, the majority of it looks in line with the price increases we have seen over the past year. There are a few items that seem out of line:

The A2000 pipe is one of these items. We can get concrete pipe cheaper. It may be due to the cost of resin being high. You may want to talk to them about concrete pipe.

Their concrete work numbers are higher. We actually just spent the past week comparing 10 of our recent bids and updating our estimate values, so I feel pretty comfortable on this.

On the 12" concrete band, the unit price was changed from SY to LF. There was a big difference in this number. Again I feel their concrete unit price is high.

Overall on the items I feel are high, if you insert some of my recent project numbers into them, you save approximately \$157,689.70.

It may be beneficial for me to see the final plans, to see if there may be a reason for the unit price differences.

Larry Smith, PE

880 Holcomb Blvd., Suite 2F
Fairhope, Alabama 36532
251-990-6566 phone
www.secivil.pro



From: Richard Johnson <richard.johnson@fairhopeal.gov>
Sent: Monday, June 28, 2021 11:45 AM
To: larry@secivil.pro
Cc: Patricia Hughes <patricia@christianpreus.com>; Christian Preus <christian@christianpreus.com>; Jessica Walker <jessica.walker@fairhopeal.gov>; Dee Dee Brandt <deedee.brandt@fairhopeal.gov>; Cory Pierce <cory.pierce@fairhopeal.gov>
Subject: RE: Arts Alley

Larry:

At this time we are requesting a review of the singular bid. The ICA is 15 months old and we acknowledge a significant uptick in construction costs. The bidder has acknowledged that he placed all electrical sans \$30K into the Hub/Restroom building, which based on the ICA is \$97,250.00 - \$30,000.00 = \$67,250.00 – so adjusted the cost of Line Item #200 is \$224,998.00. Locally, building prices have increased by 28% since January. That places the structure right on the money.

CPLA feels that Line Items 316, 318 & 319 are unbalanced and recommends negotiation and VE.

If you could review, provide commentary as to the acceptability, or unacceptability of this prices, that would be appreciated.

Yours,

RDJ

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

From: Christian Preus <christian@christianpreus.com>
Sent: Thursday, June 17, 2021 5:24 PM
To: Dee Dee Brandt <deedee.brandt@fairhopeal.gov>; Richard Johnson <richard.johnson@fairhopeal.gov>; Jessica Walker <jessica.walker@fairhopeal.gov>
Cc: Patricia Hughes <patricia@christianpreus.com>
Subject: Arts Alley

SENT FROM AN EXTERNAL ADDRESS

Richard & DeeDee,

Please find our attached award recommendation letter and bid tab for the Arts Alley project. I have been in touch with the low bidder and have verified two errors (in red) which have been corrected. There are a few units that they adjusted that are not all in line with our quantities. We will need to sort this out with them if the project moves forward.

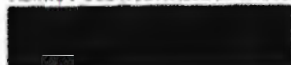
The contractor has also agreed to fine tune some of the numbers that they struggled to get multiple quotes on, as well as offer VE recommendations.

After your review of this information, please let me know your thoughts.

Thank you!

Christian

URBAN DESIGN + PLANNING
PARKS . COMMUNITIES . PLACES



CPLA

WWW.CPLADESIGNPLANNING.COM

O.855.539.5086 . C.228.547.8586

BID TABULATION
 PROJECT NAME:
 PROJECT NUMBER:
 BID OPENING DATE:
 TIME:
 LOCATION:
 NUMBER OF BIDS RECEIVED:
 NUMBER OF ADDENDA:

City of Fairhope
Arts Alley Downtown Transit Hub
BID NUMBER: 020-21
June 16, 2021
2:00 p.m.
City of Fairhope, 555 S. Section Street, Fairhope, AL

PROFESSIONAL:

CHRISTIAN PREUS LANDSCAPE ARCHITECTURE

PROPOSED BIDDERS	General Contractor License Number	5% Bid Security	Acknowledge Addenda	BASE BID	CONTINGENCY ALLOWANCE	TOTAL BASE BID
Highland Wake Construction, LLC	42473	yes	yes	\$1,308,938.59	\$130,893.86	\$1,439,832.45

I certify that this is a correct tabulation of all bids received for this Project on the date stated above. (After having checked the Contractor's Name and General Contractor License # at the Contractor's Board and the Contractor's Name at the Secretary of State's Office.

June 17, 2021

Christian Preus, PLA

Date

Christian Preus Landscape Architecture, PLLC

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE USE OF EXCESS LEVELIZATION RIDER FUNDS RETAINED BY THE ALABAMA MUNICIPAL ELECTRIC AUTHORITY TO SUPPORT THE INSTALLATION OF AN ADVANCED UTILITY METERING INFRASTRUCTURE SYSTEM

WHEREAS, the City Council (the "Council"), as the governing body of the City of Fairhope (the "City"), has found it necessary, desirable and in the public interest to make improvements to its electric distribution system through the purchase, installation, commissioning, and expansion of an advanced metering infrastructure and related systems (herein called the "Improvements"); and

WHEREAS, the City as a member of the Alabama Municipal Electric Authority ("AMEA") has previously elected to participate in the AMEA Energy Cost Levelization Rider program where the amounts credited to the City under Section 3(E) of the AMEA Energy Cost Levelization Rider (ECL-2016), as amended (herein called the "Excess Levelization Rider Funds") can be disbursed to the member at such times and in such amounts as shall be requested in writing by the member; and

WHEREAS, the Council desires to use its Excess Levelization Rider Funds to pay for the cost of the Improvements.

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

1. That the Mayor of the City is hereby authorized and directed to use the City's Excess Levelization Rider Funds currently retained by AMEA and subsequent amounts to be credited to the City by AMEA to pay for the cost of the Improvements.
2. That the Council agrees that all Excess Levelization Rider Funds available to the City shall be applied towards payment of the costs of the Improvements until the total cost of the Improvements have been paid in full.
3. That the City shall continue to participate in the AMEA Energy Cost Levelization Rider (ECL-2016), as amended, until the costs of the Improvements are paid in full.
4. That the Mayor and/or her designee is hereby authorized to approve invoices for the Improvements and to submit requests to AMEA for AMEA to disburse funds from the City's Excess Levelization Rider Funds to pay such approved invoices.

APPROVED and **ADOPTED** this the 26th day of July, 2021.

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, that Mayor Sherry Sullivan is hereby authorized to execute a Software as a Service and Spectrum Lease Agreement between the City of Fairhope and Sensus USA, Inc. to be used in connection with AMEA's Advanced Utility Metering Infrastructure System subject to the City Attorney's approval.

Adopted on this 26th day of July, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Software as a Service and Spectrum Lease Agreement

between

**City of Fairhope Public Utilities
("Customer")**

and
**Sensus USA Inc.
("Sensus")**

IN WITNESS WHEREOF, the parties have caused this Software as a Service and Spectrum Lease ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 5 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 5 years ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

This Agreement contains two parts: Part (1) is The FCC Notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the Customer and Part (2) is a Software as a Service and Spectrum Lease between Sensus and Customer. Together, these two parts create the Agreement.

Sensus USA Inc.

Customer: City of Fairhope Public Utilities

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Contents of this Agreement:

Part 1: Notification for Spectrum Manager Lease

Part 2: Agreement

- Exhibit A Software
- Exhibit B Technical Support

Part 1: Notification for Spectrum Manager Lease

In order for Sensus to apply to the FCC on the Customer's behalf for a spectrum manager lease, Customer must complete the information below in boxes one (1) through ten (10) and certify via authorized signature. Customer's signature will indicate that Customer authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum Lessee, and if Customer does not already have one, ownership disclosure information on FCC Form 602.

1.

Customer/Lessee Name:		
Attention To:		Name of Real Party in Interest:
Street Address:		City:
State:	Zip:	Phone:
Fax:	Email:	

Is Customer contact information same as above? Yes No (If No, complete box 2 below)

2.

Additional Customer/Lessee Contact Information

Company Name:		
Attention To:		
Street Address:		City:
State:	Zip:	Phone:
Fax:	Email:	

3.

Customer/Lessee is a(n) (Select one): Individual | Unincorporated Association | Trust
 Government Entity | Corporation | Limited Liability Company | General Partnership
 Limited Partnership | Limited Liability Partnership | Consortium | Other _____

4.

FCC Form 602: FCC File Number of Customer's Form 602 Ownership Information: _____. If Customer has not filed a Form 602, Sensus will file one for Customer. Please complete questions 5, 6, and 7 below if Customer does not have a Form 602 on file.
 Customer must complete items 8, 9 and 10 irrespective of whether Customer has an ownership report on file.

5.

Customer Tax ID:

6.

Individual Contact For FCC Matters

Please designate one individual (the Director of Public Works or similar person) who is responsible to the FCC for the operation of the FlexNet radio system.

Name	
Title:	
Email:	Phone:

7.

Ownership Disclosure Information

If Customer/Lessee is a government entity, list the names of the Mayor and all Council Members below, as well as verify citizenship and ownership interests in any entity regulated by the FCC. Such ownership must be disclosed where a mayor/council member owns 10% or more, directly or indirectly, or has operating control of any entity subject to FCC regulation. If any answer to Ownership question is Yes, or any answer to Citizenship question is No, provide an attachment with further explanation.

	US Citizen?	Ownership Disclosure?
Mayor:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

8.

Alien Ownership Questions (if the answer is Yes, provide an attachment explaining the circumstances)

1) Is the Customer/Lessee a foreign government or the representative of any foreign government?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

9.

Basic Qualification Information

1) Has the Customer or any party to this application had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2) Has the Customer or any party to this filing, or any party directly or indirectly controlling the Customer or any party to this filing ever been convicted of a felony by any state or federal court?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) Has any court finally adjudged the Customer or any party directly or indirectly controlling the Customer guilty of unlawfully monopolizing or attempting to unlawfully monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?	<input type="checkbox"/> Yes <input type="checkbox"/> No

10.

Customer/Lessee Certification Statements

1) The Customer/Lessee agrees that the Lease is not a sale or transfer of the license itself.	<input type="checkbox"/> Yes
2) The Customer/Lessee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Customer/Lessee fails to so comply, the Lease may be revoked, cancelled, or terminated by either the Licensee or the Commission.	<input type="checkbox"/> Yes
3) The Customer/Lessee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C § 862, because of a conviction for possession or distribution of a controlled substance (See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)	<input type="checkbox"/> Yes
4) The Customer/Lessee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Lessee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would be consistent with applicable Commission policies.	<input type="checkbox"/> Yes
5) The Customer/Lessee acknowledges that in the event an authorization held by a Licensee that has associated with it a spectrum leasing arrangement that is the subject of this filing is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Customer/Lessee will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.	<input type="checkbox"/> Yes
6) The Customer/Lessee agrees the Lease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.	<input type="checkbox"/> Yes
7) The Customer/Lessee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.	<input type="checkbox"/> Yes
8) The Customer/Lessee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.	<input type="checkbox"/> Yes

The Customer/Lessee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith. The Customer/Lessee shall notify Sensus in writing in the event any information supplied on this form changes.

City of Fairhope Public Utilities			
By:		Title:	
Name:		Date:	
FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.			
WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)) AND/OR FORFEITURE (U.S. Code Title 47, Section 503).			

Part 2: Agreement

1. General

- A. **Agreement Generally.** The scope of this Agreement includes usage terms for Sensus' hosted Software solution, leased spectrum, technical support, and supporting terms and conditions for an advanced metering infrastructure solution that Customer will purchase from Sensus' authorized distributor. Customer is not paying Sensus directly for the services provided by Sensus under the Agreement; rather, Customer shall pay Sensus' authorized distributor pursuant to a separate agreement between Customer and such authorized distributor.

2. Software.

- A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
- B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.

3. Spectrum

- A. **Definitions in this Section 3.** In this Section 3 only, "Sensus" shall mean Sensus USA Inc. and its wholly owned subsidiary, Sensus Spectrum LLC.
- B. **Spectrum Lease.** Sensus hereby grants to Customer, and Customer accepts, a spectrum manager lease ("Spectrum Lease") over the frequencies of certain FCC license(s) ("FCC License") solely within Customer's Service Territory. (The frequencies of the FCC License within Customer's geographic Service Territory are called the "Leased Spectrum"). Customer shall pay the Ongoing Fees for use of the Leased Spectrum.
- C. **FCC Forms.** At the Federal Communications Commission ("FCC"), Sensus will; (1) obtain an FCC Registration Number ("FRN") for Customer; (2) submit on behalf of Customer the FCC Form 602 Ownership Disclosure Information if Customer has not already done so; and (3) file a FCC Form 608, notification/application for long-term spectrum manager lease. This Lease becomes effective when the FCC accepts the FCC Form 608.
- D. **Lease Application.** In order to complete the FCC lease application, Customer will promptly:
- Complete and sign the representations in Part 1 of this Agreement such that Customer demonstrates it qualifies for a spectrum lease under FCC rules. Customer's signature will indicate that Customer authorizes Sensus to; (1) obtain an FRN on behalf of Customer; (2) submit the FCC Form 602 Ownership Disclosure Information on behalf of Customer if Customer has not already done so; and (3) file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum lessee.
 - Give Sensus the coordinates of the boundaries of Customer's Service Territory or, alternatively, approve Sensus' estimation of the same.
 - If Customer has not already done so; Customer hereby authorizes Sensus to apply on Customer's behalf and obtain for Customer a Federal Registration Number (FRN, the FCC's unique identifier for each licensee) and shall supply Sensus with Customer's Taxpayer Identification Number ("TIN").
 - Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.
- E. **Permitted Use of Spectrum Lease and Equipment.** Customer may transmit or receive over the Leased Spectrum only in the Service Territory and only using FlexNet equipment manufactured by Sensus and used in accordance with Sensus' specifications. Customer may use the Leased Spectrum only to read and direct Field Devices or any other operation approved by Sensus in writing. Without limiting the foregoing, Customer is prohibited from reselling, subleasing or sublicensing the FlexNet Equipment and Leased Spectrum, and from transmitting voice communications over the Leased Spectrum. For each piece of RF Field Equipment used by Customer, Customer shall affix a Sensus-supplied label to the exterior of the RF Field Equipment cabinet or other appropriate visible place to indicate that RF operation is conducted under authority of FCC License(s) issued to Sensus.
- F. **Term of Spectrum Lease.** Unless terminated earlier (because, for example, Customer stops using the FlexNet equipment or because this Agreement terminates or expires for any reason), this Spectrum Lease will have the same term as the FCC license. If Customer is operating in compliance with this Agreement and is current on any payments owed to Sensus, when the FCC License renews, the Parties will apply to the FCC to renew this Spectrum Lease.
- G. **Termination of Spectrum Lease.** The Spectrum Lease will terminate: (a) two months after Customer stops transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; (c) upon Customer's breach of this Agreement; or (d) upon termination or expiration of this Agreement for any reason.
- H. **FCC Compliance.** The following FCC requirements apply
- Pursuant to 47 CFR 1.9040(a);
 - Customer must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if Customer fails to so comply;
 - If the FCC License is terminated, Customer has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;
 - This Agreement is not an assignment, sale or other transfer of the FCC License;
 - This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and
 - In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.
 - Referencing 47 CFR 1.9010, Sensus retains *de jure* and *de facto* control over the applicable radio facilities, including that,
 - Sensus will be responsible for Customer's compliance with FCC policies and rules. Sensus is responsible for engineering the FlexNet equipment and accompanying software and other programs to comply with FCC rules. Customer will operate the FlexNet equipment subject to Sensus' supervision and control and solely in accordance with Sensus' specifications. Sensus retains the right to inspect Customer's radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order Customer to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and
 - Sensus will file any necessary FCC forms or applications and Customer agrees to reasonably assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.
 - Customer must continue operations on the spectrum during the Term of this Agreement. If Customer stops operations for any period of time, Customer must notify Sensus by sending an email to legal@xylem.com. Customer may not pause or discontinue operations for more than 180 days.
- I. **Interference.** Customer agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where Customer experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.

4. Equipment.

- A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This

Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <https://www.sensus.com/tc>, or 1-800-METER-IT

- B. **First Article Testing.** Prior to manufacture of full order of FlexNet electric meters and/or modules, Sensus shall manufacture and deliver four (4) samples, or other Customer-designated quantity not to exceed twelve (12), (the "First Articles") of each electric meter and/or module ordered to Customer to ensure that the meter and/or module meets the Customer's Requirements Documentation. Following Customer acceptance of the First Articles in accordance with Sensus' first article policy, Sensus will commence manufacture of the applicable meters and/or modules. As used herein, Requirements Documentation shall mean the meter order packet, nameplate definition and approval, manufacturing data file, specific metrology configuration, specific FlexNet configuration, and labeling information. This provision shall apply whether the Customer orders meters directly from Sensus or Sensus' authorized distributor.
- C. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**

5. **Services.**

- A. **Installation of Equipment.** Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement
- B. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
- C. **Project Management.** Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- D. **Training.** Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- E. **IT Systems Integration Services.** Except as may otherwise be provided herein, integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.

6. **General Terms and Conditions.**

- A. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the FlexNet System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may; (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.
- B. **Limitation of Liability.** Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of; (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure; (vi) damages arising from equipment striking the meter and damaging the meter in any way, over range capacity usage, excessive gas pressure above allowable operating pressure; (vii) any damage of any kind, whether to the gas meter or otherwise, arising from the use of gas meters with erosive, corrosive, or potentially freezing liquids or gasses. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
- C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within sixty (60) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
- D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
- E. **Intellectual Property Rights.**
- i. **Software and Materials.** No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
 - ii. **Customer Data.** Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like.
 - iii. **Consent to Use of Customer Data.** Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under

this Agreement.

- iv. **Access to Customer Data.** Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months CMEP interval file and deliver the file to a drop location specified by Customer.
- F. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.
- G. **Confidentiality.** Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include: (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
- H. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.
 - i. **Export Control Laws.** Customer shall: (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
 - ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's country or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
- I. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
- J. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- K. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- L. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Alabama. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by mediation between the Parties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
- M. **Acknowledgement of Events.** The parties acknowledge and agree that the global COVID-19 pandemic ("COVID-19") is ongoing, dynamic, unpredictable, and as such may impact the ability of Sensus to meet its obligations under this Agreement. The parties agree that, for so long as there is an impact of COVID-19 on Sensus' performance, all performance efforts by Sensus will be on a reasonable efforts basis only and Sensus shall not be responsible for failure to meet its obligations, to the extent that it is precluded from doing so as a result of COVID-19. The parties shall work, in good faith, to make any reasonable adjustments that may be required as a result of COVID-19.
- N. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- O. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
- P. **Four Corners.** This written Agreement, including all of its exhibits, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
- Q. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.

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

- A. **"Affiliate"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
- B. **"Confidential Information"** means any and all non-public information of either party, including all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party.
- C. **"End User"** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
- D. **"Field Devices"** means the SmartPoint Modules.
- E. **"FlexNet Base Station"** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint

Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.

- F. **"FlexNet System"** is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
- G. **"Force Majeure"** means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- H. **"Hosted Software"** means those items listed as an Application in Exhibit A.
- I. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
- J. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- K. **"LCM"** identifies the load control modules.
- L. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.
- M. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- N. **"Permitted Use"** means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.
- O. **"R100 Unit"** identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.
- P. **"Release"** means both Updates and Upgrades.
- Q. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- R. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).
- S. **"RNP"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- T. **"RNI Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- U. **"Service Territory"** identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.
- V. **"Server Hardware"** means the RNI hardware.
- W. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.
- X. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- Y. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- Z. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- AA. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A
Software

Software as a Service

1. Description of Services.

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

A. Software as a Service Generally.

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software
- Sensus Analytics
 - Enhanced Package

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment. Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

B. Use of Software as a Service. Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

C. Termination of an Application. Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that; (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. Software as a Service means only the following services:

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
 - (a) Network addresses and virtual private networks (VPN)
 - (b) Standard time source (NTP or GPS)
 - (c) Security access points
 - (d) Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
 - (a) Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.)
 - (b) If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
 - (c) Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
 - (d) Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
 - (e) Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
 - (a) Implement the data retention plan and policy, and will provide the policy upon request.
 - (b) Monitor space and capacity requirements.
 - (c) Respond to database alarms and notifications.
 - (d) Install database software upgrades and patches.
 - (e) Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
 - (a) Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
 - (b) Respond to incidents and problems that may occur to the Application(s).
 - (c) Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
 - (d) Correlate incidents and problems where applicable.

- (e) Sensus personnel will use the self-service portal to document and track incidents.
 - (f) In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
 - (g) Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
 - (h) Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
- viii. Security Management. Sensus will:
- (a) Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.
 - (b) Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
 - (c) Conduct period penetration testing of the network and data center facilities.
 - (d) Conduct monthly vulnerability scanning by both internal staff and external vendors.
 - (e) Perform anti-virus and Malware patch management on all systems.
 - (f) Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
 - (g) Respond to any potential threat found on the system and work to eliminate any virus or malware found.
 - (h) Adhere to and submit certification to NERC/CIP Cyber Security standards.
 - (i) Monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus security team.
 - (j) Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
- (a) Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
 - (b) Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
 - (c) Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
 - (d) Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
 - (e) Provide disaster recovery environment and perform fail-over to Disaster Recovery environment within forty-eight (48) hours of declared event.
 - (f) Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
 - (g) Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
 - (h) In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
 - (i) The Application shall have a RTO of forty-eight (48) hours.
 - (j) The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
 - (k) Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E. Customer Responsibilities:

- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
- ii. Participate in all required configuration and change management procedures.
- iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
- iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
- v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
- vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
- vii. Responsible for local area network configuration, management, and support.
- viii. Identify and research problems with meter reads and meter read performance.
- ix. Create and manage user accounts.
- x. Customize application configurations.
- xi. Support application users.
- xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
- xiii. Respond to alarms and notifications.
- xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

F. Software as a Service does not include any of the following services:

- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
- ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

2. Further Agreements

A. System Uptime Rate.

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

ii. **Calculations**

- a. **Targeted Minutes of Operation** or **TMO** means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.
- b. **Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
- c. **Non-Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).

iii. **Exceptions.** Exceptions mean the following events:

- Force Majeure
- Emergency Work, as defined below; and
- Lack of Internet Availability, as described below.

a. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("**Emergency Work**"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "**Managed Systems**"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.

b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.

iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.5%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.5% but at least 98.99%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.)
Less than 98.99% but at least 98.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 98.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

B. Data Center Site-Security. Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:

- i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
- ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
- iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
- iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
- v. Dry pipe pre-action fire detection and suppression systems are provided.
- vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.

C. Responsibilities of Customer.

- i. Customer shall promptly pay all Software as a Service fees.
- ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).

- iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.
- iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
- v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

D. Software Solution Components.

- i. **Description of Software Solutions.** Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.
- ii. **Regional Network Interface.** The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas), street lighting, and Home Area Network devices.
 - a. Core Package
 - (i) Communication
 1. Manages all inbound and outbound traffic to and from endpoints
 2. Outbound routing optimization
 3. Route analyzer
 4. AES256 bit encryption of radio messages
 5. Reports and metric details of network performance and troubleshooting aids
 6. Management of RF equipment (base stations and endpoint radios)
 - (ii) Data Collection
 1. Missing read management
 2. Management of duplicate reads
 3. 60 day temporary storage
 - (iii) Application integration
 1. To Sensus Analytics applications
 2. Enable 3rd party application integration
 3. Batch CMEP file export
 4. Real-time access through MultiSpeak
 - (iv) Endpoint Management
 1. Gas, water, electric, lighting concurrent support
 2. Remote configuration
 3. Remote firmware updates
 4. Reports, metrics and Troubleshooting
 - (v) User Management
 1. Secure access
 2. Password management
 3. Definable user roles
 4. User permissions to manage access to capabilities
 - b. Integration of RNI. Sensus shall provide RNI integration support services to Customer only to the extent specifically provided below:
 - (i) Sensus shall meet with the representative from the Customer's system(s) targeted for integration to determine which integration method is appropriate (e.g., Multispeak, CMEP, etc.).
 1. In scope and included integration efforts: Provide the gateway URLs to the integrating system as needed, provide Customer with standard integration API documentation, validate and test that the correct Customer information is flowing into and/or out of the RNI.
 2. Out of scope and subject to additional charges: Modifications or extensions to the standard API provided by Sensus and any integration efforts not outlined above as in scope and included.
 - (ii) Customer Responsibilities:
 1. Provide Sensus with information about the relevant information Customer wishes to transfer and integrate with the RNI.
 2. Establish the network and security required for the two systems to reasonably communicate.
 3. Verify integration to third party system functionality is working as intended.
 - (iii) If an item is not listed in subparagraph (i) above, such item is excluded from the integration of Sensus RNI Support and is subject to additional pricing.

3. Sensus Analytics

Sensus Analytics is a cloud-based solution and data platform that allows storage and retrieval of raw reads and data from other sources for analysis, exportation, and inquiry or reporting. The platform provides applications and reporting capabilities.

A. Essential Package. The Essential Package of the Sensus Analytics Application shall consist of the following modules:

- i. Device Access
 - a. Allows search for meter details by using data imported from the billing system or the Sensus Device ID or AMI ID.
 - b. Allows a view of the meter interval or register reads.
 - c. Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
 - d. Allows the current and historical data to be viewed.
 - e. Allows the current usage to be compared to historical distribution averages.
 - f. Allows the user to see the meter location on a map view.
 - g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
 - h. Allows details to be viewed about a meter – (dependent on the data integrated from other systems).
- ii. Meter Insight (provides the following)
 - a. # of active meters.
 - b. # of orphaned meters with drill down to the list of meters.
 - c. # of inactive meters with usage drill down to the list of meters.
 - d. # of stale meters with drill down to the list of meters.
 - e. # of almost stale meters with drill down to the list of meters.
 - f. # of meters where no read is available with drill down to the list of meters.
 - g. # of meters with maximum threshold exceptions with drill down to the list of meters.
 - h. # of meters with minimum threshold exceptions with drill down to the list of meters.
 - i. # of unknown radios with drill down to the list of meters.
- iii. Report Access
 - a. Allows the user to see meter alarms and choose a report from a list of standard reports.
 - b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
 - c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
 - d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
 - e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
 - f. Zero Consumption for Period: List meters whose readings do not change over a period of time.
 - g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
 - h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
 - i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
 - j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered daily consumption threshold; (2) The number of days when daily thresholds are exceeded are greater than the entered exception per day threshold.
 - k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
 - l. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered Created as of parameter.
 - m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter id in the RNI. Users must enter which billing request file prior to running the report.
 - n. All Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.
- iv. Billing Access
 - a. Initiate the creation of billing export files formatted to the import needs of the billing system.
 - b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
 - c. Provides a repository of past billing files that were either used for billing preparation or actually sent to the billing system.
 - d. Will store created billing files for a period of three years unless otherwise denoted.
 - e. The system will allow creation of test files before export to the billing system.
- v. Billing Adaptor
 - a. The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.
- vi. Data Store
 - a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
 - b. Stored data is available online for reports and analysis.
 - c. Data will be retained for 3 years. Additional duration can be purchased.

B. Enhanced Package. The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:

- i. Alarm Insight
 - a. Allows the user to summarize and filter alarms by a date range.
 - b. Allows the user to review all alarm types on a single screen.
 - c. The user can filter out the alarms not wanted on the screen.
 - d. Alarm totals can be visualized.
 - e. Adds a view of trending alarms over time.
 - f. Click to drill down on an alarm to gain more information on specific events.
 - g. Click to analyze a specific event on a particular device.

- ii. Alert Manager
 - a. Allows creation of alert groups who will be notified when an alarm occurs.
 - b. Users can manage alert groups by adding and removing group members.
 - c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).
 - d. Allows creation of an alert from the available system events from smart points and assign to a group.
 - e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.

C. Integration of Sensus Analytics. Sensus shall provide integration support services to Customer only to the extent specifically provided below:

- i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. The VFlex shall contain the following types of information: Device ids, end users in the system, end user status, end user account information, end user name, and other end user details. This flat file may be delimited or fixed width. Customer shall produce this file and transmit it to the FTP location designated by Sensus. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
- ii. In scope and included integration efforts: kick-off meeting to engage all required parties, mapping the Customer's fields to the VFlex specification, validation of expected output, and a two (2) hour system review of Sensus Analytics application and integration with the Customer's system (conducted remotely).
- iii. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.
- iv. Sensus' integration services consist of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.
- v. **If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.**
- vi. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.
- vii. **Customer Acknowledgements.**
 - a. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
 - b. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
 - c. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting, and indemnifies Sensus for any claims resulting therefrom.
 - d. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
 - e. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

4. Third Party Software.

A. RedHat Linux. If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:	End User License Agreement:
Red Hat Enterprise Linux	http://www.redhat.com/licenses/rhel_rha_eula.html
JBoss Enterprise Middleware	http://www.redhat.com/licenses/jboss_eula.html

Exhibit B
Technical Support

1. **Introduction**

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. **Support Categories**

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. **Support Hours**

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. **Support Procedures**

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Salesforce ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into Salesforce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

A. Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
 - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
 - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
 - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Salesforce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. **Response and Resolution Targets.**

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	<ul style="list-style-type: none"> • Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into Salesforce Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	<ul style="list-style-type: none"> • Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into Salesforce Knowledge Base.
3	1 Business Day	30 business days	<ul style="list-style-type: none"> • Answer to question is provided. • Satisfactory workaround is provided. • Fix or workaround incorporated into Salesforce Knowledge Base. • Fix incorporated into future release.

6. **Problem Escalation Process.**

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
- 6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
 - 6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Salesforce ticket number and the reason why the issue is being escalated.
 - 6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Salesforce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. **General Support Provisions and Exclusions.**

- 7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.

RESOLUTION NO. _____

**Support and Commitment for a Baldwin County
Recycling Cooperative**

WHEREAS, the City of Fairhope, through a dynamic Recycling Program, recognizes the importance of protecting and preserving our natural resources, and works to make the world a better place by adopting conscientious living habits that will improve our daily lives and bring about a cleaner, safer, and healthier environment; and

WHEREAS, the City of Fairhope has undertaken many positive and successful waste reduction programs that have helped make Fairhope a recycling leader, however, we can further reduce waste and recycle even more; and

WHEREAS, although there has been a significant increase in the amount of recycling in Fairhope, we must continue to focus on other initiatives such as waste reduction, composting, the reuse of products and materials, and purchasing recycled products and packaging; and

WHEREAS, by encouraging businesses, County and State agencies, nonprofit organizations, schools, citizens, and visitors to actively recycle we can further promote recycling as an environmentally efficient and economically smart way of life; and

WHEREAS, local community and county recycling leaders have come to the realization that we have advanced our individual recycling programs in our respective communities as far as possible as separate stand-alone franchises; and

WHEREAS, being reliant on third-party, out-of-state recycle processors/brokers/buyers has become costly, inefficient, and unsustainable for the long-term success of each municipality and the County's respective Recycling Program; and

WHEREAS, local community and county recycling leaders have come together to join in a discussion of a concentrated cooperative effort to share resources to maximize the environmental and economic value of county-wide recycling; and

WHEREAS, local community and county recycling leaders, working together, will need to conduct a feasibility study and develop a draft business plan for the possibility of forming a Baldwin County Recycling Cooperative; and

WHEREAS, the City of Fairhope desires to work with Baldwin County Solid Waste as the lead agency along with the cities and towns of Daphne, Fairhope, Foley, Bay Minette, Orange Beach, Gulf Shores, Robertsedale, Loxley, Summerdale, Silverhill, Elberta, Magnolia Springs, Perdido Beach and Spanish Fort to expedite the critical need to maximize our recycling efficiency and commodity value through a cooperative effort.

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

1. It supports the concept of a Baldwin County Recycling Cooperative.
2. Authorizes City Staff to work with Baldwin County and our sister communities to conduct a feasibility study, develop a business plan for an effective and productive county-wide recycling cooperative.
3. Commits and acknowledges that the service to be provided by the Baldwin County Solid Waste Department will be an operating expense to be funded by a published tipping fee not to exceed the disposal rate of household garbage. However, market fluctuations and conditions will need to be evaluated and recognized on an ongoing basis to determine the level of service the MRF can support.
4. Report back its findings for possible future legislative action.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA, THIS 26TH DAY OF JULY, 2021.

Sherry Sullivan, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to execute a contract with S.E. Civil, LLC to perform Professional On-Call Engineering Services for the Water and Sewer Department for a three-year contract (RFQ No. PS029-21) with a not-to-exceed amount of \$30,000.00 per year.

DULY ADOPTED THIS 26TH DAY OF JULY, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/15/2021

Please return this Routing Sheet to Treasurer by ASAP

Project Name: RFQ PS029-21 On-Call Professional Engineering Services for Water and Sewer upgrades and on going projects

Project Location: Water & Sewer Dept

Presented to City Council: 7/26/2021

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

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 30,000.00 (Not to Exceed)

Vendor: S.E. Civil

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: 004010/004020-59500
G/L Acct Name: Capital System Improvements

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

Project Budgeted: \$ 30,000.00
Balance Sheet Item Included in projected cash flow

Over (Under) budget amount: \$ _____

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

Comments: Not to Exceed amount of \$30,000 over the three years of the contract, total amount of the three year contract would be \$90,000

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 7/8/2021

Purchasing Memo Date: 7/8/2021

Delivered To Date: 7/15/2021

Request Approved Date: 7/15/2021

Request Approved Date: 7/15/2021

Approved Date: 7/15/2021

Signatures: Aislinn Stone

Signatures: Kim Creech
Kim Creech


Signatures: Sherry Sullivan
Mayor Sherry Sullivan



MEMO

Sherry Sullivan
Mayor

To: Aislinn Stone Senior Accountant
Kim Creech, City Treasurer

From: 
Delores A Brandt, Purchasing Manager

Date: July 8, 2021

Re: Requesting greensheet and approval by Council of NOT-TO-EXCEED fee of \$30,000.00 for each of three years for **RFQ No. PS029-21 ON-CALL Professional Engineering Services for Water and Sewer –Three years**

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

The Water Superintendent, Jason Langley, has requested the approval to hire a professional engineering consultant on an ON-CALL basis for design of upgrades and ongoing projects for the City. **RFQ No. PS029-21 ON-CALL Professional Engineering Services for Water and Sewer--Three-Years** was awarded to S.E. Civil Engineering and Surveying.

The recommendation is that Council approve the RFQ awarded to **S.E Civil Engineering and Surveying, LLC** in a negotiated amount **NOT-TO- EXCEED THIRTY THOUSAND DOLLARS (\$30,000.00)** for each of the three (3) years of the contract —Total amount for three-year contract would be \$90,000.00.

Please place on the next available City Council Agenda this request to approve the NOT-TO-EXCEED amount of \$30,000 per year to S.E. Civil Engineering and Surveying, LLC for a three-year contract and approve the Mayor to sign the contract.

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


RESOLUTION NO. 4128-21

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

Dee Dee Brandt

From: Jason Langley
Sent: Thursday, July 8, 2021 1:55 PM
To: Dee Dee Brandt
Cc: Cory Pierce
Subject: Re: NEGOTIATED FEES

Approved for up to 3 years. 30,000 yr.

Jason

Get [Outlook for iOS](#)

From: Dee Dee Brandt <deedee.brandt@fairhopeal.gov>
Sent: Thursday, July 8, 2021 10:48:45 AM
To: Jason Langley <jason.langley@fairhopeal.gov>
Cc: Cory Pierce <cory.pierce@fairhopeal.gov>
Subject: NEGOTIATED FEES

ON Call with SE Civil—for three years? Amt for each year please.

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

Aislinn Stone

From: Dee Dee Brandt
Sent: Friday, July 9, 2021 10:08 AM
To: Aislinn Stone
Subject: FW: S.E. Civil
Attachments: revised #2.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Jason will get the proposal asap

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

From: Dee Dee Brandt
Sent: Friday, July 9, 2021 9:02 AM
To: Aislinn Stone <Aislinn.Stone@fairhopeal.gov>
Subject: RE: S.E. Civil

oops

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

From: Aislinn Stone <Aislinn.Stone@fairhopeal.gov>
Sent: Friday, July 9, 2021 8:55 AM
To: Dee Dee Brandt <deedee.brandt@fairhopeal.gov>
Subject: S.E. Civil

Hey,

Can you please take a look at this one?

There is a typo on the dollar figure, a period instead of a comma. Also, if it is 30,000 for each of the three years where does the 75,000 come from?

Do you have any additional paperwork, like the contract, that should be with this packet?

Thanks,

Aislinn Stone

Senior Accountant



July 16, 2021

Jason Langley
City of Fairhope
555 S Section Street
Fairhope, AL 36532
Jason.langley@fairhopeal.gov

RE: Civil Engineering Proposal – On-Call for Miscellaneous Projects for the Water and Sewer Department

Dear Jason:

We are pleased to submit this engineering service proposal for the On-Call Services for the above referenced project.

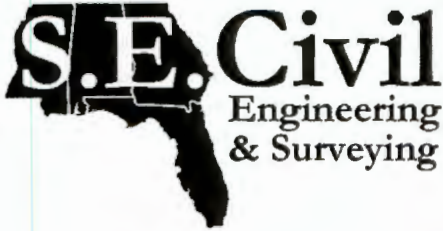
Please note that the Alabama Administrative Code Section 330-X-14-.05(f) does not allow Engineers or Land Surveyors to participate in “bidding” for services. Examples include but are not limited to, simultaneous negotiations or solicitation of fee proposals by the client from two or more engineers or land surveyors constitutes “bidding” and participation by a licensee is prohibited. If this proposal is part of “bidding” process, I withdraw my proposal. I also would ask that you notify the other engineer(s). If you have any questions about this rule, I would be glad to speak with you or direct you to our licensing board.

Thank you again for the opportunity to provide you with this proposal. If you find these services in order, please execute by signing, dating, initialing and returning one (1) copy to us for our files.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Larry Smith, PE
Partner



**S.E. Civil, LLC
Professional Services Agreement**

Part 1 General:

This Agreement, including attachments as hereinafter noted, made and entered into and between S.E. Civil, LLC and the Client identified herein, provides for the Professional Services described under Part 3 of this Agreement.

Client: City of Fairhope

Address: 555 S. Section St

City, State, Zip Code: Fairhope, AL 36532

Contact Person: Jason Langley

Phone Number: 251-928-8003

Email: jason.langley@fairhopeal.gov

Accounts Payable Email: jason.langley@fairhopeal.gov

Short Title: On-Call Services for Misc. Projects for the Water & Sewer Department, or the "Project"

Part 2 General Description of the Project Site:

N/A

Part 3 Description of Professional Services to be provided by S.E. Civil LLC:

Task I – On-Call Services

Scope: Provide hourly services as requested by the Water and Sewer Department for Misc. Projects.

Part 4 The Compensation to be Paid to S.E. Civil, LLC for providing the requested Services shall be as follows:

Proposed Fee for Task I (Hourly Not to Exceed) \$30,000.00

<u>Staff Member</u>	<u>Hourly Rate</u>
Engineer:	\$125.00
Surveyor:	\$125.00
Survey Crew	\$150.00
Engineer in Training:	\$95.00
Inspector	\$80.00
Administrative	\$50.00

GENERAL TERMS AND CONDITIONS

Date of Commencement and Duration: The Date of Commencement of this Agreement shall be the date appearing on the signature page. This agreement shall remain in effect for 12 months from the acceptance date of this agreement, or until terminated as provided herein. If the Professional Services Agreement is not executed within ninety (90) days, we reserve the right to modify the scope, schedule, or fee based on current conditions.

Reimbursable Costs: Reimbursable costs include but are not limited to, reproduction costs, courier service, overnight deliveries, mileage, and telephone/fax. Reimbursable costs will be charged at actual cost plus five percent (5%). Professional Subcontractors (whose expertise is required to complete the project) will be charged at actual costs plus an administrative charge of ten percent (10%) and shall be itemized and included in the invoice.

Invoice Procedures and Payment: S.E. Civil, LLC will prepare invoices on a monthly basis. For Services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby S.E. Civil, LLC will estimate the percentage of the total Services accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for service for which time charges and/or unit costs apply. Such invoices shall also include, separately listed, any charges for Professional Subcontractors and reimbursable costs. S.E. Civil, LLC shall submit such invoices as soon as possible after the end of the month in which Services were accomplished and shall be due and payable by the Client upon receipt.

The Client, as owner or authorized agent for the owner, hereby agrees that payment will be made for said services within thirty (30) days from the date of the invoice; and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The client hereby acknowledges that unpaid invoices shall accrue interest at eighteen percent (18%) per annum after they have been outstanding for over thirty (30) days. If an invoice remains unpaid sixty (60) days after the date of the invoice, S.E. Civil, LLC may, upon giving seven (7) days written notice of its intent to do so, suspend all Services on the Client's project. This suspension shall remain in effect until all unpaid invoices are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, S.E. Civil, LLC may, upon giving seven (7) days written notice of its intent to do so, terminate this Agreement and pursue its remedies for collection.

Cost Estimates: Client hereby acknowledges that S.E. Civil, LLC cannot warrant that estimates of probable construction or operating costs will not vary from actual costs incurred by the Client.

Limit of Liability: The limit of liability of S.E. Civil, LLC to the Client for any cause or combination of causes resulting from the Services hereunder rendered, shall be, in total amount, limited to the fees paid under this agreement.

Construction Administration: If, under this agreement, professional services are provided during the construction phase of the project, S.E. Civil, LLC shall not be responsible for or have control over means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the Work. Nor shall S.E. Civil, LLC be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for Contractor's failure to comply with applicable laws, ordinances, rules or regulations. Under no circumstances will S.E. Civil, LLC have any direct contractual relationship with the contractor, any subcontractors or material suppliers.

Assignment: Neither the Client nor S.E. Civil, LLC will assign or transfer its interest in this Agreement without the written consent of the other. S.E. Civil, LLC, however, does reserve the right to subcontract any portion of the Services.

Suspension, Termination, Cancellation, or Abandonment: In the event the Project described in, or the Services of S.E. Civil, LLC called for under this Agreement, is/are suspended, canceled, terminated, or abandoned by the Client, S.E. Civil, LLC shall be given seven (7) days prior written notice of such action and shall be compensated for Services provided up to the date of suspension, termination, cancellation, or abandonment including reimbursable expenses in accordance with the provisions of this Agreement.

Entirety of Agreement: This Agreement embodies the entire Agreement and understanding between the parties, their successors and assigns hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alternation, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto. The laws of the State of Alabama shall govern this Agreement unless specifically stated otherwise. This Agreement includes this document.

Hold Harmless: The Client will hold harmless and indemnify S.E. Civil, LLC, its officers, directors, partners, employees, agents and consultants from and against, any costs, losses and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and reasonable court or arbitration or other dispute resolution costs) caused solely or in part by the clients' negligent acts or omissions or anyone employed by the client with respect to the work referenced in this agreement.

In Witness Whereof, this Agreement, which is subject to the General Terms and Conditions is accepted on the later date written below.

City of Fairhope

S.E. Civil, LLC

Signed: _____

Signed:  _____

Typed Name: _____

Typed Name: Larry Smith, PE _____

Title: _____

Title: Partner _____

Date: _____

Date: 7/16/21 _____



2021-07-08 10:12:27

LSH

MEMO

Sherry Sullivan
Mayor

To: Aislinn Stone Senior Accountant
Kim Creech, City Treasurer

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

Date: July 8, 2021

Re: Requesting greensheet and approval by Council of NOT-TO-EXCEED fee of \$30,000.00 for each of three years for **RFQ No. PS029-21 ON-CALL Professional Engineering Services for Water and Sewer –Three years**

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

The Water Superintendent, Jason Langley, has requested the approval to hire a professional engineering consultant on an ON-CALL basis for design of upgrades and ongoing projects for the City. **RFQ No. PS029-21 ON-CALL Professional Engineering Services for Water and Sewer--Three-Years** was awarded to S.E. Civil Engineering and Surveying.

The recommendation is that Council approve the RFQ awarded to **S.E Civil Engineering and Surveying, LLC** in a negotiated amount **NOT-TO- EXCEED THIRTY THOUSAND DOLLARS (\$30,000.00)** for each of the three (3) years of the contract —Total amount for three-year contract would be \$90,000.00.

Please place on the next available City Council Agenda this request to approve the NOT-TO-EXCEED amount of \$30,000 per year to S.E. Civil Engineering and Surveying, LLC for a three-year contract and approve the Mayor to sign the contract.

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

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 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 Department (RFQ No. PS031-21) with a not-to-exceed amount of \$440,000.00.

DULY ADOPTED THIS 26TH DAY OF JULY, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/15/2021

JUL 19 '21 AM 11:17
Please return this Routing Sheet to Treasurer by: ASAP

LSH

Project Name: RFQ PS031-21 Professional Engineering and Design Services

Project Location: Treatment Plant #3, Wells #3-11

Presented to City Council: 7/26/2021

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

Resolution # : _____
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 440,000.00 (Not to Exceed)

Vendor: KREBS Architecture and 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
Capitalized XXX
Inventoried

Funding Source:

Operating Expenses
Budgeted Capital XXX
Unfunded

Expense Code: 004020-59500
G/L Acct Name: Capital System Improvements

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

Project Budgeted: \$ 440,000.00
Balance Sheet Item Included in projected cash flow

Over (Under) budget amount: \$ _____

Comments: FY21 budgeted projected costs of \$1,000,000, \$2 ml for FY22 and \$2.5 ml for FY23

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

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant	City Treasurer	Mayor
Purchasing Memo Date: <u>7/15/2021</u>	Purchasing Memo Date: <u>7/15/2021</u>	Delivered To Date: <u>7/15/2021</u>
Request Approved Date: <u>7/15/2021</u>	Request Approved Date: <u>7/15/2021</u>	Approved Date: <u>7/15/2021</u>
Signatures: <u><i>Aislinn Stone</i></u> Aislinn Stone	<u><i>Kim Creech</i></u> Kim Creech	<u><i>Sherry Sullivan</i></u> Mayor Sherry Sullivan



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, ACMO
Jimmy Conyers
Corey Martin
Jay Robinson

Date: July 15, 2021

Re: Approval of negotiated fees for budgeted professional services for **RFQ PS031-21 Professional Engineering and Design Services for Treatment Plant #3 Upgrades, and Well #3-11**

Lisa A. Hanks, MMC
City Clerk

The new engineering and design services are budgeted for **FY2021** with projected costs of **\$1,000,000 for year 2021**, \$2 ml for year 2022 and \$2.5ml in 2023

Kimberly Creech
City Treasurer

The City Council approved the Mayor's selection of **KREBS Architecture and Engineering, Inc.** for RFQ PS031 at the June 28, 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 development of a new well, a Water treatment plant, treatability analysis and construction review services. The professional services provided will be for the four proposed tasks (see attached):

The negotiated Not-to-Exceed fee is **FOUR HUNDRED FORTY THOUSAND DOLLARS (\$440,000.00) for the time charges plus direct job expenses and sub-consultant expenses for items A-D as stated in the attached proposal.**

Please place on the Council Agenda this request for approval of negotiated not-to-exceed amount of \$440,000.00 for the 2021 initial portion of the project, and allow the Mayor to sign the contract.

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

Cc: file; Jason Langley; Mayor S Sullivan

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

B. Water Treatment Plant

1. Develop overall conceptual site plans for the WTP that includes structures for this expansion and incorporates future expansion(s). Conceptual site plans will consist of major structures and piping. The conceptual site plans will be presented to the City and discussed in detail to determine which option the City would like to proceed with.
2. Coordinate and conduct a boundary and topographic survey.
3. Coordinate with a Geotechnical Engineer to develop a scope of work for a geotechnical investigation and materials testing. The City will contract directly with the Geotechnical Engineer.
4. Coordinate with sub-consultants to provide electrical engineering, mechanical engineering, structural engineering, and architectural design services.
5. Develop Construction Drawings, Specifications, and Contract Documents for the WTP expansion to include aerators, new chemical feed facilities, a new clearwell, a new finished water pump station, site/yard piping, and miscellaneous improvements/modifications as required.
6. The chemical feed facilities will include a new chemical building, pH adjustment, corrosion inhibitor, disinfection, mixing, and chemical injection locations.
7. The Clearwell will be sized to meet ADEM's CT guidelines at the future design flow of 6 MGD.
8. The finished water pump station will include two (2) new vertical turbine high service pumps each designed to meet the maximum design capacity of the WTP. These pumps will be equipped with VFDs.
9. The yard piping will be designed to meet the WTP's maximum design capacity.
10. Develop and update the construction cost estimate and schedule as the design progresses.
11. Develop a Preliminary Engineering Report for ADEM.
12. Submit Construction Documents to ADEM as required for an ADEM Water Supply Construction Permit.
13. Submit Construction Documents to the City or County as required for building permits.

C. Treatability Analysis

1. Review well testing data from the well development and testing performed by the City at the other well sites to make recommendations on the following chemicals.
 - i. pH adjustment
 - ii. Disinfection
 - iii. Corrosion inhibitor
2. Based on the chemicals selected, recommendations will be made on the locations of each chemical injection.
3. The recommendations made at the WTP will be evaluated along with the chemicals fed at the other water treatment plants in the distribution system. Krebs will provide recommendations for any additional chemical feed changes at the other water treatment plants.

D. Construction Review Services

1. Provide the location of horizontal and vertical control (reference points and benchmarks) for use by the Contractor in his layout of the work.
2. General review of the work through an engineer, who will make periodic reviews at the work site as construction of the project progresses.
3. Review and forward to the City a copy of each reviewed shop drawing, equipment drawing, material specification, laboratory test report, shop and mill test report submitted by the Contractor.
4. Report any observed deviations from the intent of the Plans and Specifications to the City and recommend to the City any appropriate action to be taken by the City.
5. Review and present to the City for payment the Contractor's periodic and final estimates of work performed on the project.
6. Upon completion of the work, prepare a "punch list" of items of work, if any, to be corrected by the Contractor.
7. Coordinate with the Contractor the correction of any items of work required to complete the project in substantial accordance with the intent of the Plans and Specifications.
8. Preparation of Record Drawings.

E. Services Not Provided

1. Onsite Field Representative during the Construction Period.
2. Materials Testing services including, but not limited to: Mill, shop and laboratory testing for metallurgical, chemical, and physical characteristics of materials, coatings, welds, and manufactured/fabricated articles or equipment.
3. Miscellaneous Surveys/Assessments/Studies services include, but are not limited to: surveys/assessments/studies related to cultural or historical artifacts or remains, endangered animal or vegetative species, wetland delineation or identification, population or economic status, traffic volumes, environmental conditions, or preparation of environmental impact statements.
4. Geotechnical investigations include, but are not limited to: Soils or rock sampling and borings, geological or geotechnical studies, laboratory tests or analyses concerning soils or geotechnical conditions, and establishing acceptable soil bearing pressures.
5. Construction materials testing including, but not limited to: concrete compressive strength, compaction, etc.
6. Litigation services include but are not limited to: Preparation for or appearances before courts or boards on litigation related to the work, except when related to negligent errors and/or omissions by Krebs.

COMPENSATION

Time charge-based compensation will be computed using the Krebs Standard Hourly Billing Rates/Charges (attached) in effect when services are rendered plus direct job expenses and sub-consultant expenses.

Fees determined based on time charges plus direct job expenses and sub-consultant expenses will be paid to Krebs as compensation for Items A through D listed above.

The total of these time charges plus direct job expenses and sub-consultant expenses will not exceed Four-Hundred Forty Thousand dollars and no cents (\$440,000.00).

The total approximate construction costs for the work described herein is \$4,600,000 resulting in an approximate total project cost of \$5,040,000.

Mr. Jason Langley
July 14, 2021
Page 5

We sincerely appreciate the opportunity to be of service to you and the City. If you have any questions regarding this proposal, do not hesitate to contact us.

Sincerely yours,

Krebs Engineering, Inc.

By 

Caleb L. Leach, P.E.
Associate

cc: Mark Smith
Krebs File No. 21027



Standard Hourly Billing Rates January 2021 Through December 2021	
Classification	Hourly Rate
Senior Associate	\$195
Associate	\$180
Senior Project Engineer	\$155
Project Engineer	\$135
Engineer	\$115
Engineering Intern	\$75
Field Representative I	\$90
Field Representative II	\$100
Senior CAD Designer	\$110
CAD Designer	\$90
Administrative	\$80
Mileage	\$0.56/Mile

Notes:

1. Hourly rates do not include reimbursable items.
2. Reimbursable items will be billed at cost x 1.15. Examples of reimbursable items include, but are not limited to, sub-consultant expenses, copies, printing, reproducible, computer media, city and county fees, mailing costs, travel expenses, shipping, etc.
3. Hourly rates apply to work time, travel time, and time spent at public meetings and hearings.
4. Rates for expert testimony and other miscellaneous legal work will be the above listed hourly rates x 2.0.



2021-07-15 14:42:17

ZAH

MEMO

Sherry Sullivan
Mayor

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

From: Delores A Brandt
Delores A Brandt, Purchasing Manager

Date: July 15, 2021

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

Re: Approval of negotiated fees for budgeted professional services for **RFQ PS031-21 Professional Engineering and Design Services for Treatment Plant #3 Upgrades, and Well #3-11**

Lisa A. Hanks, MMC
City Clerk

The new engineering and design services are budgeted for **FY2021** with projected costs of **\$1,000,000 for year 2021**, \$2 ml for year 2022 and \$2.5ml in 2023

Kimberly Creech
City Treasurer

The City Council approved the Mayor's selection of **KREBS Architecture and Engineering, Inc.** for RFQ PS031 at the June 28, 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 development of a new well, a Water treatment plant, treatability analysis and construction review services. The professional services provided will be for the four proposed tasks (see attached):

The negotiated Not-to-Exceed fee is **FOUR HUNDRED FORTY THOUSAND DOLLARS (\$440,000.00) for the time charges plus direct job expenses and sub-consultant expenses for items A-D as stated in the attached proposal.**

Please place on the Council Agenda this request for approval of negotiated not-to-exceed amount of \$440,000.00 for the 2021 initial portion of the project, and allow the Mayor to sign the contract.

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

Cc: file; Jason Langley; Mayor S Sullivan

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, that Mayor Sherry Sullivan is hereby authorized to execute a contract with Stewart Engineering, Inc. to perform Professional Engineering Services for Electrical Transmission and Distribution Study the Electric Department (RFQ No. PS012-21) with a not-to-exceed amount of \$100,000.00.

DULY ADOPTED THIS 26TH DAY OF JULY, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/15/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Professional Consulting Engineering Svcs for Electrical Transmission & Distribution Study

Project Location: Electric Dept

Presented to City Council: 7/26/2021

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

Resolution #:
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 100,000.00 (Not to Exceed)

Vendor: Stewart Engineering Inc

Project Engineer: n/a

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

JUL 15 '21 AM 11:17
AS

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: \$ 100,000.00
Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ -

Comments:

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant _____ City Treasurer _____ Mayor _____

Purchasing Memo Date: 7/9/2021 Purchasing Memo Date: 7/9/2021 Delivered To Date: 7/15/2021
Request Approved Date: 7/15/2021 Request Approved Date: 7/15/2021 Approved Date: 7/15/2021

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

Date: July 9, 2021

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

Re: Approval of negotiated fees for budgeted professional services for
**RFQ PS012-21 Professional Consulting Engineering Services
for Electrical Transmission and Distribution Study**

Lisa A. Hanks, MMC
City Clerk

The council approved the selection by the Mayor of **Stewart Engineering, Inc.** for RFQ **PS012-21 Professional Consulting Engineering Services for Electrical Transmission and Distribution Study with Resolution #4110-21** on June 14 and authorized the Mayor to negotiate a not-to-exceed fee for the work.

Kimberly Creech
City Treasurer

See attached proposal of services submitted by Stewart Engineering, Inc. for a detailed description of the work to be performed.

The negotiated Not-to-Exceed fee is **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)** for RFQ PS012-21 Professional Consulting Engineering Services for Electrical Transmission and Distribution Study.

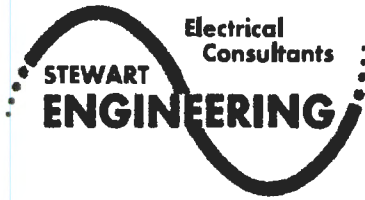
Please place on the Council Agenda this request for approval of negotiated not-to-exceed amount of \$100,000.00 for the project, and allow the Mayor to sign a contract with Stewart Engineering Inc.

Cc: file; S Sullivan, Jeremy Morgan, Randy Weaver, Clint Steadham

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov



P.O. Box 2233 (36202)
300 East 7th Street (36207)
Anniston, AL

Phone 256-237-0891
E-Mail services@stewartengineering.org

June 15, 2021

Mr. Jeremy Morgan
City of Fairhope
PO Box 429
Fairhope, AL 36533

Re: Electrical Transmission and Distribution System Study

Dear Mr. Morgan:

Submitted is our Proposal for Services to perform an Electrical Transmission and Distribution System Study, as requested.

This Study shall include:

- a. Analysis of existing Transmission and Distribution Line loading and capacities.
- b. Voltage drops and load flows for the current year, along with five year projections, shall be shown at strategic locations on an updated System Map.
- c. We will make recommendations for changes as required to allow the City to provide reliable Electrical Service to all Consumers for the next five years, based on current growth trends. Such recommendations could include Transmission Line installation or upgrades, Distribution Line installation or upgrades, Regulator installations, and/or load shifts.
- d. We will provide construction cost estimates associated with each of the recommended construction projects.
- e. Calculate and tabulate fault current availability at strategic points along each feeder of your 12,470 Volt Distribution Lines.
- f. Verify adequate interrupting ratings and proper relay settings and fuse sizes for protection and coordination purposes on all Distribution Lines, making recommendations for changes as required.

Mr. Jeremy Morgan
June 15, 2021
Page Two

- g. Provide a System Sectionalizing Map detailing conductor sizes, fault current availability, and recommendations regarding sizes/settings for line fuses and reclosers.

Our cost for providing this Study will be \$100,000, which would be billed monthly based on percentage of completion.

It is understood that you would make available to us all records from your files which would be of assistance in our work.

We appreciate the opportunity to provide this Proposal. We welcome the opportunity to work with you and your Staff on this project. If we can answer any questions, please call.

We could begin as soon as you advise.

Sincerely,

STEWART ENGINEERING, INC.



Lance Junkin

LJ:tcv

ACCEPTANCE:

CITY OF FAIRHOPE

BY _____

DATE _____

WITNESS


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



MEMO

2021-07-09 10:00 AM

ZAH

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

From: Delores A Brandt
Delores A Brandt, Purchasing Manager

Sherry Sullivan
Mayor

Date: July 9, 2021

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

Re: Approval of negotiated fees for budgeted professional services for
**RFQ PS012-21 Professional Consulting Engineering Services
for Electrical Transmission and Distribution Study**

Lisa A. Hanks, MMC
City Clerk

The council approved the selection by the Mayor of **Stewart Engineering, Inc.** for **RFQ PS012-21 Professional Consulting Engineering Services for Electrical Transmission and Distribution Study with Resolution #4110-21** on June 14 and authorized the Mayor to negotiate a not-to-exceed fee for the work.

Kimberly Creech
City Treasurer

See attached proposal of services submitted by Stewart Engineering, Inc. for a detailed description of the work to be performed.

The negotiated Not-to-Exceed fee is **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)** for **RFQ PS012-21 Professional Consulting Engineering Services for Electrical Transmission and Distribution Study.**

Please place on the Council Agenda this request for approval of negotiated not-to-exceed amount of \$100,000.00 for the project, and allow the Mayor to sign a contract with Stewart Engineering Inc.

Cc: file; S Sullivan, Jeremy Morgan, Randy Weaver, Clint Steadham

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, That Mayor Sherry Sullivan is hereby authorized to execute a contract with Jade Consulting, LLC for the Boundary Survey at Triangle Property (Two Parcels) of the 107.6 acres (RFQ No. PS027-21) with a not-to-exceed amount of \$16,100.00.

DULY ADOPTED THIS 26TH DAY OF JULY, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/15/2021

Please return this Routing Sheet to Treasurer by: ASAP

ASAP

Project Name: RFQ PS027-21 Professional Topographical Survey of Triangle Property

Project Location: Triangle Property

Presented to City Council: 7/26/2021

Funding Request Sponsor: Sherry Sullivan, Mayor

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 16,100.00 (Not to Exceed)

Vendor: JADE Consulting, LLC

Project Engineer: n/a

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

Department Funding This Project

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

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Sanitation-40
 Fac Maint-45 Golf-50 Golf Grounds-55 Museum-70 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: 001100-50290
 G/L Acct Name: Professional Services

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

Project Budgeted: \$ 16,100.00
 Balance Sheet Item Included in projected cash flow

Over (Under) budget amount: \$ _____

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

Capital Lease: _____ Payment _____ Term _____

Comments: Boundary Survey only of the 107.5 acres

City Council Prior Approval/Date? _____

Senior Accountant	City Treasurer	Mayor
Purchasing Memo Date: <u>7/15/2021</u>	Purchasing Memo Date: <u>7/15/2021</u>	Delivered To Date: <u>7/15/2021</u>
Request Approved Date: <u>7/15/2021</u>	Request Approved Date: <u>7/15/2021</u>	Approved Date: <u>7/15/2021</u>
Signatures: <u><i>Aislinn Stone</i></u> Aislinn Stone	<u><i>Kim Creech</i></u> Kim Creech	<u><i>Sherry Sullivan</i></u> Mayor Sherry Sullivan



MEMO

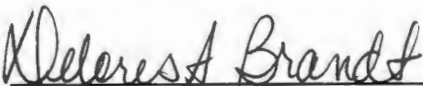
Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kim Creech
Treasurer

To: Aislinn Stone, Senior Accountant
Kim Creech, Treasurer

From: 
Delores A Brandt, Purchasing Manager

Date: July 15, 2021

Re: **Request for City Council to approve negotiated fee for RFQ PS027-21 Professional Topographical Survey of Triangle Property and approve the Mayor to execute a Contract**

Per Resolution #4126-21 on June 28, 2021, the City Council approved the selection of JADE Consulting, LLC for **RFQ PS027-21 Professional Topographical Survey of Triangle Property**, and authorized the negotiations of the proposed fees. Mayor Sherry Sullivan, seeks Council approval of the Not-to-Exceed fee of **SIXTEEN THOUSAND ONE HUNDRED DOLLARS (\$16,100.00)** for the **Boundary Survey of the 107.6 acres**, at this time, as presented in the proposal attached. The other parts of the proposal will be considered at another date.

Please place on the next available City Council Agenda this recommendation to approve the negotiated not-to-exceed fees of \$16,100.00 for RFQ PS027-21 Professional Topographical Survey of Triangle Property and authorize the Mayor to sign the contract with JADE Consulting, LLC

Cc: file, Mayor Sullivan

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

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



JINRIGHT & ASSOCIATES DEVELOPMENT ENGINEERS

July 2, 2021

City of Fairhope
Mayor Sherry Sullivan
555 South Section Street
Fairhope, AL 36532

VIA EMAIL: deedeebrandt@fairhopeal.gov

RE: 107.6 ± Acres Boundary, Topographic and Heritage Tree Survey Services:
Triangle Property – Underdeveloped Park Land (Map Enclosed)
Fairhope, Alabama

Dear Mayor Sullivan:

JADE Consulting, LLC is pleased to provide you with this proposal for the boundary, topographic and heritage tree survey services required to develop a master plan for the subject property. Please note the proposal is based on the general layout of structures and site development. A different fee proposal may be required if there are significant modifications to the current layout.

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

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

Best Regards,

JADE CONSULTING, LLC

A handwritten signature in black ink, appearing to read "Perry C. Jinright, III", is written over a faint circular stamp or watermark.

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

\lc
Enclosure
21.063

PROFESSIONAL SERVICES AGREEMENT

A. **GENERAL DESCRIPTION OF PROJECT LOCATION:**

107.6 ± Acres Boundary, Topographic and Heritage Tree Survey Services:
Triangle Property – Underdeveloped Park Land (Map Enclosed)
Fairhope, Alabama

B. **GENERAL**

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

Client: City of Fairhope	Contact: Dee Dee Brandt, Purchasing Manager
Address: 555 S. Section Street	City/State/Zip Code: Fairhope, AL 36532
Phone No.: (251) 928-8003	Email: deedeebrandt@fairhopeal.gov

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

JADE Consulting, LLC is pleased to provide you with this proposal for the boundary, topographic and heritage tree survey services required to develop a master plan for the subject property. Please note the proposal is based on the general layout of structures and site development. A different fee proposal may be required if there are significant modifications to the current layout.

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

- | | |
|--|--------------------|
| 1. <u>Boundary Survey (107.6 ± Acres):</u> | \$16,100.00 |
| <p>a. A full Recorded Boundary Survey with all corners located and pins found and/or set, with the extents being: Generally comprised of two large tracts – the southern tract is a 36-acre triangle shape property bound by City Highway 104, US Highway 98 and Veterans Drive; the northern tract is 71.6+ acres and is bound by Veterans Drive on the south, US Highway 98 on the east, Fly Creek on the north and Scenic Highway 98 (Main Street) on the west.</p> | |
| 2. <u>Topographical Survey:</u> | \$92,000.00 |
| <p>a. Topographical survey for both tracts (107.6 ± Acres) including establishing project control, doing Utility One Calls for site, running 100' topo grid across the property, locate roads, grade breaks and other surface features, sidewalks, light poles, building outlines, utilities marked pursuant to doing the One Call, and all existing drainage systems/features with structure inverts and pipe sizes.</p> | |
| 3. <u>Heritage Tree Survey:</u> | \$97,750.00 |
| <p>a. A heritage tree survey for both tracts (107.6 ± Acres) including maps/plats showing the location, type and BHD. In addition, deliverables will include spreadsheet with latitude, longitude, type and BHD.</p> | |

CLIENT INITIALS: _____



A "Heritage Tree" is defined as any living tree (overstory or understory) with a stem diameter that exceeds twenty (20.0) inches. Such diameter will be measured at four and one-half (4-1/2) feet above ground level in the case of single-stem trees or as the sum of stem diameters at four and one-half (4-1/2) feet above the ground level in the case of multi-stemmed trees.

Trees not to be Surveyed:

- Water Oak - Quercus nigra
- Laurel Oak - Quercus faurifolia
- Mimosa - Albizia julibrissin
- Tree of heaven - Ailanthus altissima
- Camphor tree - Cinnamomum camphora
- Chinaberry - Melia azedarach
- Princess tree - Pawlonia tomentosa
- Chinese Tallow/Popcorn Tree - Triadeca sebifera
- All non-listed invasive species or trash trees

4. Deliverables:

All survey maps/plats shall be provided to the City in both paper and electronic formats. Complete DWG files shall be part of the electronic submittal.

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

E. **ADDITIONAL SERVICES (Hourly Basis)**

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

Professional Engineer	\$230.00
Senior Engineer	\$150.00
Engineer I	\$125.00
Graduate Engineer	\$100.00
CADD Designer	\$ 90.00
Engineering Technician	\$ 75.00
Clerical	\$ 65.00
Sub-Consultant	Cost Plus 15%

F. **TERMS & CONDITIONS**

1. Reimbursable costs include: fees of Professional Subcontractors (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual cost-plus administrative charge of 15 percent and shall be itemized and included in the invoice.
2. JADE Consulting, LLC services under this agreement does not include participation, whatsoever, in any litigation.

CLIENT INITIALS: _____

3. The Client hereby acknowledges that JADE Consulting, LLC cannot warrant that estimates of probable construction or operating cost provided by JADE Consulting, LLC will not vary from actual costs incurred by the Client.
4. The limit of liability of JADE Consulting, LLC to the Client for any cause or combination of causes resulting from services rendered, shall be, in total amount, limited to the fees paid under this Agreement.
5. If under this Agreement, professional services are provided during the construction phase of the project, JADE Consulting, LLC shall not be responsible for or have control over procedures, techniques, means, methods, or sequences, or for the safety precautions and programs in connection with the Work. Nor shall JADE Consulting, LLC be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for Contractor's failure to comply with applicable laws, ordinances, rules and/or regulations. Under no circumstances will JADE Consulting, LLC have any direct contractual relationship with the contractor, any subcontractors or materials suppliers.
6. The laws of the State of Alabama shall govern this agreement unless specifically stated otherwise.
7. The Client, at its expense, will provide JADE Consulting, LLC with all required site information, existing plans, reports, studies, project schedules and similar information that are contained in its files. JADE Consulting, LLC may rely on the information provided by the Client without verification.

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

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

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

CLIENT INITIALS: _____

k. Permits and/or Registration Fees

l. Travel Expenses outside of Baldwin County, Alabama, such as airfare and lodging

m. Other products and services requested by the Client and not specifically described herein


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

- 11. Either Client or JADE Consulting, LLC may terminate this contract with seven (7) days written notice. Upon termination, Owner will be responsible for payment of all Consultant fees and reimbursables expended through the date of termination.
- 12. Should the project be stopped or the work prevented or delayed for any reason, including, but not limited to, by reason of force majeure or the act or order of any governmental authority, for more than sixty (60) days, JADE Consulting, LLC reserves the right to charge a Five Hundred Dollar (\$500.00) Restart Fee and renegotiate the Fee Schedule.
- 13. Invoice Schedule: Billing will be on a service at the end of the each month.
- 14. Terms: Net Thirty (30) days from invoice date. Finance charge of 1.5% per month (18% per annum) will be added to accounts over thirty (30) days past due. Reasonable Attorney's fees will be charged, if necessary, to collect on unpaid invoices. Compensation for all services shall be paid in Fairhope, Baldwin County, Alabama.
- 15. The forum for any action to construe or enforce this agreement shall be the Baldwin County Circuit Court.
- 16. This document sets forth all of the terms and conditions agreed by the parties hereto, and supersedes all prior oral or written agreements, representations or warranties not otherwise expressly set forth herein. This agreement may only be amended or modified by a written document executed by all parties.

This agreement is accepted on the later date written below:

JADE CONSULTING, LLC

CITY OF FAIRHOPE

SIGNED: 

SIGNED: _____

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

TYPED NAME: _____

TITLE: Member

TITLE: _____

DATE: 07/02/2021

DATE: _____

CLIENT INITIALS: _____




RESOLUTION NO. 4126-21

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



ZAH

MEMO

Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kim Creech
Treasurer

To: Aislinn Stone, Senior Accountant
Kim Creech, Treasurer

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

Date: July 15, 2021

Re: **Request for City Council to approve negotiated fee for RFQ PS027-21 Professional Topographical Survey of Triangle Property and approve the Mayor to execute a Contract**

Per Resolution #4126-21 on June 28, 2021, the City Council approved the selection of JADE Consulting, LLC for **RFQ PS027-21 Professional Topographical Survey of Triangle Property**, and authorized the negotiations of the proposed fees. Mayor Sherry Sullivan, seeks Council approval of the Not-to-Exceed fee of **SIXTEEN THOUSAND ONE HUNDRED DOLLARS (\$16,100.00)** for the **Boundary Survey of the 107.6 acres**, at this time, as presented in the proposal attached. The other parts of the proposal will be considered at another date.

Please place on the next available City Council Agenda this recommendation to approve the negotiated not-to-exceed fees of \$16,100.00 for RFQ PS027-21 Professional Topographical Survey of Triangle Property and authorize the Mayor to sign the contract with JADE Consulting, LLC

Cc: file, Mayor Sullivan

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

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

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of Cavanaugh MacDonald Consulting, LLC to perform Professional Consulting Services to Prepare Actuarial Valuation for the City's OPEB Liability for fiscal year ending 09-30-21, and hereby authorizes Mayor Sherry Sullivan to execute a Contract with a not to exceed of \$10,000.00.

DULY ADOPTED THIS 26TH DAY OF JULY, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/15/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of Consulting Services to prepare Actuarial Valuation for City's OPEB Liability for 2021 Audit

THH

Project Location: Treasury Dept

Presented to City Council: 7/26/2021

Funding Request Sponsor: Kimberly Creech, Treasurer

Resolution # :
Approved _____

Changed _____

Rejected _____

Project Cash Requirement Requested:

Cost: \$ 10,000.00

\$ _____

Vendor: Cavanaugh Macdonald Consulting, LLC

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

Department Funding This Project

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

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Sanitation-40
Fac Maint-45 Golf-50 Golf Grounds-55 Museum-70 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: 001100-50290
G/L Acct Name: Professional Services

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

Project Budgeted: \$ 10,000.00
Balance Sheet Item
Included in projected
cash flow

Over (Under) budget amount: \$ _____

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

Comments:

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 7/14/2021

Purchasing Memo Date: 7/14/2021

Delivered To Date: 7/15/2021

Request Approved Date: 7/15/2021

Request Approved Date: 7/15/2021

Approved Date: 7/15/2021

Signatures: *Aislinn Stone*

Kim Creech

Sherry Sullivan

Aislinn Stone

Kim Creech

Mayor Sherry Sullivan



MEMO

Sherry Sullivan
Mayor

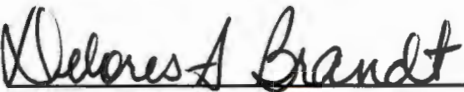
Council Members:

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

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

From: 
Delores A Brandt, Purchasing Manager

Date: July 14, 2021

Greensheet approval – over \$7,500 budgeted procurement RFQ PS035-21 Consulting Services to Prepare Actuarial Valuation for the City's OPEB Liability for 2021 Audit

The City Treasurer requests approval to procure consulting services to prepare the Actuarial Valuation of the City's OPEB liability for FY2021 Budget. The cost is estimated to be TEN THOUSAND DOLLARS (\$10,000.00).

This procurement is under the greensheet approval benchmark of \$15,000 for the City Council. The recommended vendor is **Cavanaugh Macdonald Consulting LLC** of Kennesaw, GA., the firm historically used by the City.

Please compose a greensheet to approve Cavanaugh Macdonald Consulting, LLC to provide the Actuarial Valuation for FY2021 Budget at an estimated amount of \$10,000.00.

Cc: file, K Creech



MEMO

**To: Lisa A Hanks, MMC, City Clerk
Kim Creech, Treasurer**

Sherry Sullivan
Mayor

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

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

Date: July 14, 2021

RFQ PS035-21 Consulting Services to Prepare Actuarial Valuation for the City's OPEB Liability for 2021 Audit

Lisa A. Hanks, MMC
City Clerk

The City Treasurer , Kimberly Creech, is requesting the hiring of a professional consulting firm for **RFQ No. PS035-21 Consulting Services to Prepare Actuarial Valuation for the City's OPEB Liability for 2021 Audit**

Kimberly Creech
Treasurer

Per our Procedure for Procuring Professional Services, Mrs. Creech and I are providing this firm for the Mayor to select for the work. The company provided below has historically provided this particular consulting service for the City, . Please move this procurement of professional services forward to the Mayor for selection of a professional service provider.

The purpose for hiring the company is to perform professional services for 3rd party Plan Review for proposed Reserve at Fairhope Senior Care facility

The short list is:

MS 7,14,21 Cavanaugh MacDonald Consulting, LLC

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

_____ / / _____ None. Submit another list

251-928-2136 (p)

Cc: file, Kim Creech

PURCHASING DEPARTMENT REQUEST FORM

Requestor: Kim Creech Department: Treasury

Project Name: RFQ PS035-21 Consulting Services to Prepare Actuarial Valuation of City's OPEB Liability for 2021 audit

Brief Project Description: annual audit preparation historically provided by Cavanaugh MacDonald Consulting LLC

Project Category: Item Bid Professional Service Other

Budget Amount: \$10,000.00 Budget Code: 001100-50290

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:

Senior Accountant:

City Treasurer:

Mayor:

Dee Dee Brandt

From: Kimberly Creech
Sent: Tuesday, July 13, 2021 6:28 PM
To: Dee Dee Brandt; Cory Pierce
Cc: Aislinn Stone
Subject: professional services - actuarial valuation
Attachments: 1641 Professional consulting services to prepare OPEB FY2019 report.pdf; AL LGHIP MOP and Checklist for 9-30-2020 OPEB Valuation.pdf

Dee Dee,

See attached Greensheet 1641. Can you please do a purchasing memo for the FY2021 audit with an estimated cost of \$10K. The FY2021 budget is \$10K 001100-50290 Professional Services.

Thanks,

Kim Creech

City Treasurer

City of Fairhope

P O Drawer 429

Fairhope, AL 36533

Email: Kim.creech@fairhopeal.gov





**2020 MEMORANDUM OF PARTICIPATION (MOP) FOR A FULL VALUATION
OF THE OTHER POST-EMPLOYMENT BENEFITS (OPEB)**

LOCAL UNIT: City of Fairhope
 MAILING ADDRESS: P. O Drawer 429
 CITY: Fairhope, AL ZIP CODE: 36533
 NAME OF REPORT RECEPIENT: Mr. Ms. (choose one) Kimberly Creech
 PHONE #: (251) 929-0346 TITLE: Treasurer
 E-MAIL: kim.creech@fairhopeal.gov

On behalf of the unit government noted above, we agree to participate in the Joint Actuarial Study Program offered by Cavanaugh Macdonald Consulting, LLC.

I understand that **we will be billed directly by Cavanaugh Macdonald Consulting, LLC** and copies of the actuarial report will be sent electronically by Cavanaugh Macdonald Consulting. I understand that the fee structure is as follows: The fees for a local unit will vary by population and participation in the Alabama Employees' Retirement System (ERS) and the Local Government Health Insurance Program (LGHIP).

FEE SCHEDULE - The fees for a local unit will vary by population and participation in ERS. The fees also depend on whether the local participates in the LGHIP.

	In ERS and LGHIP	All Others
Base Fee		
▪ Less than 20 active/retired participants	\$5,500	\$6,500
▪ 20-49 active/retired participants	\$6,500	\$7,500
▪ 50-99 active/retired participants	\$7,000	\$8,000
▪ 100 or more active/retired participants	\$7,500	\$8,500
Per Participant Fee		
▪ Less than 50 active/retired participants	\$5.00	\$5.00
▪ 50-99 active/retired participants	\$4.00	\$4.00
▪ 100-249 active/retired participants	\$3.25	\$3.25
▪ 250-499 active/retired participants	\$2.75	\$2.75
▪ 500 or more active/retired participants	\$2.50	\$2.50

GASB OPEB Interim Year Valuation: \$2,500 (All OPEB Plans)

Local units must return this 2020 Memorandum of Participation indicating their desire to participate along with all requested data as outlined on the following pages. In order to complete the report in advance of your September 30, 2021 financial report, we need to receive **all requested information no later than May 31, 2021.**

If (1) your plan is not a single employer, defined benefit plan or (2) if your plan has discreetly presented component units or (3) if your plan has a special funding situation, additional fees may apply. Please contact us for a fee quote.

 Authorized Signature

Signed this _____ day of _____, 20____.

If you have questions about the form, please contact **Brandon Trieu** (BrandonT@CavMacConsulting.com) at Cavanaugh Macdonald Consulting, LLC at (678) 388-1724.

INFORMATION COLLECTION SHEET FOR OPEB REQUEST



LOCAL UNIT: City of Fairhope

UNIT'S RETIREMENT SYSTEM 3 LETTER CODE: FAR

1) **Demographic Data Requirements:** All data must be submitted **electronically** (in an Excel file). **Please do not provide census or demographic data in PDF format.** (If you are submitting data via e-mail and you choose to use Social Security numbers as the unique identifier, for the protection of your members, you should consider password protecting or encoding this identifier.) Active data will be provided by Alabama ERS.

a) For retired employees and beneficiaries as of the valuation date (September 30, 2020), please provide an electronic listing including the following information.

- Personal Identification Number (PID)
- Name
- Gender (M or F)
- Date of Birth
- Date of Hire
- Date of Retirement
- Service at Retirement (#.##)
- Medical Plan Election
- Medical Coverage Tier (single, family, etc.)
- Spouse Date of Birth (If applicable)
- Dental Plan Election
- Dental Coverage Tier (single, family, etc.)
- Vision Plan Election
- Vision Coverage Tier (single, family, etc.)
- Life Insurance

b) For former employees who are not yet retired, but who will be eligible for retiree health care benefits, please provide an electronic listing including the following information.

- Personal Identification Number (PID)
- Name
- Gender (M or F)
- Date of Birth
- Date of Hire
- Date of Termination
- Date or age at which person becomes eligible for retiree health care benefits
- Service with the Municipality (#.##)

c) If the local unit currently employs members that are eligible to receive retirement benefits from the Alabama ERS but are **not eligible** to receive OPEB benefits, please provide an electronic listing in Microsoft Excel format; of those members.

2) **Plan Provisions:** Have the plan provisions changed since the prior valuation?

Yes No (choose one)

If yes or if Cavanaugh Macdonald did not prepare your prior OPEB report, please provide us with copies of the appropriate pages of the Local Government's employee handbook or personnel policy that provides a description of the current approved retiree health care benefit provisions (substantive plan). If different provisions affect different portions of the retiree or future retiree population, please indicate which provisions cover which groups.



Retiree Benefits, Eligibility Conditions, and Duration: Please check all that apply.

Medical

Eligibility Conditions:

- Normal Retirement Early Retirement Disability Retirement Death-in-Service (Survivor Benefit)
 Other: Date of employment must be prior to 10/01/2010 to be eligible for OPEB.

Retiree Benefit Duration:

- Not Eligible Until Eligible for Medicare Retiree's Lifetime
 Other: _____

Does the Retiree contribute towards the cost of their coverage? If YES, please explain.

10% of the monthly funding requirement for their coverage tier

Dependent Benefit Duration:

- Not Eligible Until Retiree is Eligible for Medicare Until Dependent is Eligible for Medicare Dependent's Lifetime
 Other: _____

Does the Dependent contribute towards the cost of their coverage? If YES, please explain.

10% of the monthly funding for family coverage

Dental

Dental Plans Available to Retirees/Dependents:

- None Combined with Medical Plan Above (Not Stand Alone) Stand Alone

Eligibility Conditions:

- Normal Retirement Early Retirement Disability Retirement Death-in-Service (Survivor Benefit)
 Other: _____

Retiree Benefit Duration:

- Not Eligible Until Eligible for Medicare Retiree's Lifetime
 Other: _____

Does the Retiree contribute towards the cost of their coverage? If YES, please explain.

100% of the cost of dental

Dependent Benefit Duration:

- Not Eligible Until Retiree is Eligible for Medicare Until Dependent is Eligible for Medicare Dependent's Lifetime
 Other: _____

Does the Dependent contribute towards the cost of their coverage? If YES, please explain.



Vision

Vision Plans Available to Retirees/Dependents:

- None
- Combined with Medical Plan Above (Not Stand Alone)
- Stand Alone

Eligibility Conditions:

- Normal Retirement
- Early Retirement
- Disability Retirement
- Death-in-Service (Survivor Benefit)

Other: _____

Retiree Benefit Duration:

- Not Eligible
- Until Eligible for Medicare
- Retiree's Lifetime

Other: _____

Does the Retiree contribute towards the cost of their coverage? If YES, please explain.

Retiree pays 100% of the cost

Dependent Benefit Duration:

- Not Eligible
- Until Retiree is Eligible for Medicare
- Until Dependent is Eligible for Medicare
- Dependent's Lifetime

Other: _____

Does the Dependent contribute towards the cost of their coverage? If YES, please explain.

Life Insurance

Life Insurance Benefits Available to Retirees/Dependents (check all that apply):

- None
- Benefit based on Salary at retirement
- Flat Dollar Amount

Does the benefit change based on age? If YES, please explain.

Eligibility Conditions:

- Normal Retirement
- Early Retirement
- Disability Retirement
- Death-in-Service (Survivor Benefit)

Other: _____

Retiree Benefit Duration:

- Not Eligible
- Until Eligible for Medicare
- Retiree's Lifetime

Other: _____

Does the Retiree contribute towards the cost of their coverage? If YES, please explain.

Dependent Benefit Duration:

- Not Eligible
- Until Retiree is Eligible for Medicare
- Until Dependent is Eligible for Medicare
- Dependent's Lifetime

Other: _____

Does the Dependent contribute towards the cost of their coverage? If YES, please explain.



- 3) **Medical Coverage Summary:** Please provide a summary of medical coverage for each health care option. The summary should include items such as co-pays, deductibles, out of pocket maximums, office co-pays, etc. for each separate plan option (i.e., HMO, PPO option 1, Indemnity 1, etc.).
- 4) **Premium Rate Information:** Please submit the 2020 and 2021 fully-insured monthly active and retiree premium rates with effective dates with employer and employee contributions.

Is the locality a member of the LGHIP? No

If YES, please identify the Blue Cross Blue Shield monthly retiree premium rates in the LGHIP 2020 and 2021 Administrative Procedures Guide that apply to the locality.

- 5) **Aggregate Claims Experience, Administrative, and Other Fixed Fees – Only if not in LGHIP:**

Does the local unit participate in the LGHIP? If YES, please skip to question 6.

If you do **NOT** participate in the LGHIP and is self-insured, please provide the following information in **an Excel file**.

- a) Monthly headcounts and paid aggregate claims (separately) for the most recently available 24 months. Enrollment data should include employees/retirees as well covered dependents. Claims and enrollments should be summarized separately by
- Active vs. retiree groups
 - Medicare-eligible (Post – 65) vs. Non Medicare-Eligible (Pre – 65)
 - Claim type:
 - Medical
 - Prescription drugs
 - Dental
 - Vision, etc.
- b) Stop/Loss reimbursement totals for the Medicare and non-Medicare (reported separately) eligible retiree health care plans for the most recent 24 months.
- c) Stop Loss rates (both aggregate and specific) and attachment points.
- d) Monthly administrative expenses for the current period divided by category, as appropriate. (For example claims administration, utilization review, PPO fees, etc.) We are interested in all fees that are paid in addition to claims. If only one vendor is paid for all administration functions then the breakdown by category is not necessary.
- e) Report all capitated service fees.
- f) Historical stop/loss reimbursement totals

A separate file should be submitted for each plan (i.e. PPO, HDHP, etc.) or additional tabs can be added to the template provided. The template can be forwarded to your administrator for completion. We provided a template for your use in collecting the claims experience information as an attached in the data request email. If the template is not fully completed, additional information may be requested and delays may occur.

- 6) **Asset Information:** Does the locality have assets reserved in a qualified GASB OPEB funding vehicle (i.e., a Trust or Trust like arrangement for the sole purpose of providing OPEB benefits for retirees that cannot be used to pay active health care costs or any other benefits) as of September 30, 2020? If yes, please contact us immediately to discuss the need for a GASB 74 valuation. No



7) **Claims and/or premiums paid for the measurement period:** Please provide the gross costs (total of employer and retiree paid) and receipts (e.g. retiree premiums, stop-loss reimbursements) for retirees and their dependents (please do not include amounts for active employees) for the period of October 1, 2019 through September 30, 2020. We provided a template for your use in collecting the claims experience information as an attachment in the data request email. Please note OPEB plans may provide both fully-insured and self-insured benefits. If this is the case for your plan, be sure to provide both types of contribution information.

8) **Additional Information:**

- a) Please provide a copy of the most recent OPEB valuation performed by the previous actuary (**other than Cavanaugh Macdonald**), if applicable.
- b) Please provide a copy of the section of the most recent audited financial statement that contains GASB Pension and OPEB reporting and any supplementary information.
- c) Please provide the name and e-mail address of someone who can be contacted to answer questions, should they arise.
- d) The amount, if any, paid during the measurement year ending September 30, 2020 for OPEB expense not directly related to the payment of benefits. This can be actuarial fees, audit fees, trust fees, salaries associated with staff time spent on OPEB related tasks, etc. Keep in mind the total amount you provide will be added to the OPEB expense and should not be expensed elsewhere on your financial statement (to avoid double counting such expenses). If you are unsure what should be reported for this item, your auditor should be able to provide guidance.

\$ _____ administrative cost
(enter \$0 or the amount we should use - If blank, \$0 will be assumed)

If you have questions about the form, please contact **Brandon Trieu** (BrandonT@CavMacConsulting.com) at Cavanaugh Macdonald Consulting, LLC at (678) 388-1724.

Mail form to:
Cavanaugh Macdonald Consulting, LLC
3550 Busbee Parkway, Suite 250, Kennesaw, Georgia 30144
Or email electronic files to Brandon Trieu at: BrandonT@CavMacConsulting.com



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
City Treasurer

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

From: Delores A Brandt
Delores A Brandt, Purchasing Manager

Date: July 14, 2021

Greensheet approval – over \$7,500 budgeted procurement RFQ PS035-21 Consulting Services to Prepare Actuarial Valuation for the City's OPEB Liability for 2021 Audit

The City Treasurer requests approval to procure consulting services to prepare the Actuarial Valuation of the City's OPEB liability for FY2021 Budget. The cost is estimated to be TEN THOUSAND DOLLARS (\$10,000.00).

This procurement is under the greensheet approval benchmark of \$15,000 for the City Council. The recommended vendor is **Cavanaugh Macdonald Consulting LLC** of Kennesaw, GA., the firm historically used by the City.

Please compose a greensheet to approve Cavanaugh Macdonald Consulting, LLC to provide the Actuarial Valuation for FY2021 Budget at an estimated amount of \$10,000.00.

Cc: file, K Creech

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 Request for Quotes for N. Beach Pavilion Repair and Replacement of Asphalt Shingle Roof – FEMA 4563 damaged by Hurricane Sally for the Public Works Department (RFQ No. 013-21).

[2] Informal Quotes for the roof repair were solicited by e-mail to seven contractors and two quotes received. At the appointed time and place, the following quotes were opened and tabulated.

[3] After evaluating the quote proposals with the required specifications, Amerson Roofing, Inc. for their Additive Alternate Quote for Classis Rib Metal Roof of Galvalume or Equivalent in the amount of \$16,993.00, is now awarded RFQ No. 013-21 for N. Beach Pavilion Repair and Replacement of Asphalt Shingle Roof – FEMA 4563 damaged by Hurricane Sally for the Public Works Department.

Adopted on this 26th day of July, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/15/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: RFQ 013-21 North Beach Pavilion Repair and Replacement of Asphalt Shingle Roof w/ Metal Roof

JUL 19 '21 AM 11:17

Handwritten initials

Project Location: North Beach Pavilion

Presented to City Council: 7/26/2021

Funding Request Sponsor: Richard Johnson, Public Works Director
George Ladd, Assistant Public Works Director

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 16,993.00

Vendor: Amerson Roofing, 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-36** 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: 001350-50475
G/L Acct Name: Capital 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: \$ 16,993.00

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

Comments:

Repair of damages caused by Hurricane Sally. Insurance claim was filed.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 7/8/2021

Purchasing Memo Date: 7/8/2021

Delivered To Date: 7/15/2021

Request Approved Date: 7/15/2021

Request Approved Date: 7/15/2021

Approved Date: 7/15/2021

Signatures: Aislinn Stone

Kim Creech
Kim Creech

Mayor Sherry Sullivan
Mayor Sherry Sullivan



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

MEMO

To: Aislinn Stone, Senior Accountant
Kimberly Creech, Treasurer
From: Delores A. Brandt
Delores A. Brandt, Purchasing Manager

Date: July 8, 2021

Re: Greensheet/City Council agenda to approve the award of RFQ 013-21 N. Beach Pavilion Repair and Replacement of Asphalt Shingle Roof—FEMA 4563 by informal quotes

The roof of the pavilion at North beach was damaged during Hurricane Sally and the Public Works Director, Richard Johnson, has requested quotes it its repair. The damage that occurred was on or about September 15, 2020 when Hurricane Sally (FEMA4563) hit the Alabama coast and Mobile Bay. Resolution 4111-21, dated June 14, 2021, rejected the one bid due to excessive cost, and authorized staff to seek **informal** quotes.

Informal quotes for the roof repair at the pavilion were solicited by email to 7 Contractors. Two quotes were received. The Public Works Director recommends award to **Amerson Roofing, Inc** for their **Additive Alternate Bid for Classic Rib Metal Roof of Galvalume or Equivalent**, (see attached) in the amount of **SIXTEEN THOUSAND NINE HUNDRED NINETY-THREE THOUSAND DOLLARS(\$16,993.00)**.

Please prepare a greensheet and place on the next City Council Agenda this request to award RFQ 013-21 N. Beach Pavilion Repair and Replacement of Asphalt Shingle Roof—FEMA 4563, damage that occurred during Hurricane Sally (FEMA 4563), to Amerson Roofing, Inc for the Metal roof quote, in the amount of \$16,993.00.

Cc: File, R. Johnson, G. Ladd

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

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

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.

[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

CITY OF FAIRHOPE

Quotation Form

DATE: 07/06/2021

Repair and Replacement of Asphalt Shingle Roof at North Beach Pavilion

Base bid will include all labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within the Contract and Scope of Work.

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

New Asphalt Shingle Roof Repair
and & Replacement Lump Sum Bid: \$ 12,295.00

OR

Additive Alternate Lump Sum Bid
New 26-gauge Classic Rib Metal
Roof – Galvalume (or Equivalent)
Installed Per Current Building Code \$ 16,993.00

Witness our hands this 6th day of July, 2021.

Contractor Name: Amerson Roofing, Inc.

Address: PO Box 956

City: Atmore State: AL Zip: 36504

Contact Name: Maurice Square Phone: 251-368-5295

CONTRACTOR INFORMATION

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

Repair and Replacement of Asphalt Shingle Roof at North Beach Pavilion

Business Organization

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

Amerson Roofing, Inc.

Doing-Business-As Name of Quoter _____

Principal Office Address:

505 N. Main Street

Atmore, AL 36502

Telephone Number: 251-368-5295

Fax Number: _____

Email address: angela@amersonroofing.com

Website: www.amersonroofing.com

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

Corporation

Partnership _____

Individual Joint _____

Venture _____

Other (describe): _____

Corporation Statement

If a corporation, answer the following:

Date of incorporation: 2/22/1990

Location of incorporation: Alabama

The corporation is held: Publicly _____

Privately

Partnership Statement

If a partnership, answer the following:

Date of organization: _____

Location of organization: _____

The partnership is: General _____

Limited _____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____

Location of organization: _____

JV Agreement recorded? Yes _____

No _____

Contact Maurice Square Email angela@amersonroofing.com

Mailing address PO Box 956, Atmore, AL 36502

Phone 251-368-5295

END OF CONTRACTOR INFORMATION SECTION



Watkins Construction & Roofing Alabama
 17702 State Hwy 181
 Fairhope, AL 36532
 Phone: 251-418-8270

07/02/2021
 Claim Information

Company Representative
 Josh Davis
 Phone: (251) 278-8906
 josh@watkinsconstructioninc.com

Dee Dee Brandt
City of Fairhope
 555 South Section Street
 Fairhope, AL 36532 (251) 928-8003

Job: Dee Dee Brandt

Repair Section

Oakridge System Roof

Tear off old shingles/felt to the deck & haul off debris. Inspect deck and replace up to 20 linear ft. of 1x6 tongue and groove decking. Install ice & water shield along flashed walls. Install new synthetic underlayment. Install approximately 30 squares of GAF Timberline HD architect shingles (Limited Lifetime/130 mph wind rating with 6 nail application) with hip & ridge shingles. Clean debris and run magnet around perimeter of structure.

Aluminum Drip Edge

Remove and replace approximately 230 linear ft. of pre-painted aluminum drip edge around the entire perimeter of structure

Re-nail, Seam Tape, & Asphalt Starter Course (Peel & Stick)

- Re-nailing of roof sheathing - complete re-nail
- Water barrier joint taping - Mod. bitumen - 4" seam tape
- Asphalt starter - peel and stick

\$9,902.50

TOTAL \$9,902.50

Note:

- ***Watkins Construction And Roofing 10 Year Workmanship Warranty.***
- ***Customer responsible for cost of permit fee. We will provide a receipt for cost of permit fee.***
- ***No deposit required. Full payment due upon completion.***
- ***Any additional decking outside of 20 linear ft. included at no charge will be \$6/linear ft.***

 Company Authorized Signature

 Date

 Customer Signature

 Date

 Customer Signature

 Date

Description	From Date	To Date	Invoice #	Invoice Amt	Amount
FIRST PARTY PROPERTY			North Beach Park	\$0.00	\$10,779.18

Claim Number: 054286 Claimant: City of Fairhope Payee: City of Fairhope
 Check Number: 71737 Total Check Amt \$10,779.18 Event Date: 9/16/2020 Department: FHP City of Fairhope
 Adjuster Name: Marci Williams Adjuster Phone #: (334) 386-3863 Ext: 4227 Control Number: 0149929
 Payee Tax ID: 63-6001254

Gen Fund

Mail To Address : City of Fairhope
 P.O. Drawer 429
 161 N. Section
 Fairhope, AL 36533

REMITTANCE STATEMENT- PLEASE DETACH BEFORE DEPOSITING

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW



Alabama Municipal Insurance Corporation
 110 North Ripley Street
 Montgomery, AL 36104

ServisFirst Bank

DATE	CHECK NO.
7/6/2021	71737
AMOUNT	
\$	**10,779.18**

Ten Thousand Seven Hundred Seventy-Nine and 18/100 Dollars*****

City of Fairhope
 P.O. Drawer 429
 161 N. Section
 Fairhope, AL 36533

Marci Williams
 Authorized Signature
 M.W.S.

AY
 E
 RDER

Security features included. Details on back.



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

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

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

07/08/2021 10:46:47 AM

MEMO

To: Aislinn Stone, Senior Accountant
Kimberly Creech, Treasurer
From: Delores A. Brandt
Delores A. Brandt, Purchasing Manager

Date: July 8, 2021

Re: **Greensheet/City Council agenda to approve the award of RFQ 013-21 N. Beach Pavilion Repair and Replacement of Asphalt Shingle Roof—FEMA 4563 by informal quotes**

The roof of the pavilion at North beach was damaged during Hurricane Sally and the Public Works Director, Richard Johnson, has requested quotes for its repair. The damage that occurred was on or about September 15, 2020 when Hurricane Sally (FEMA4563) hit the Alabama coast and Mobile Bay. Resolution 4111-21, dated June 14, 2021, rejected the one bid due to excessive cost, and authorized staff to seek **informal** quotes.

Informal quotes for the roof repair at the pavilion were solicited by email to 7 Contractors. Two quotes were received. The Public Works Director recommends award to **Amerson Roofing, Inc** for their **Additive Alternate Bid for Classic Rib Metal Roof of Galvalume or Equivalent**, (see attached) in the amount of **SIXTEEN THOUSAND NINE HUNDRED NINETY-THREE THOUSAND DOLLARS(\$16,993.00)**.

Please prepare a greensheet and place on the next City Council Agenda this request to award RFQ 013-21 N. Beach Pavilion Repair and Replacement of Asphalt Shingle Roof—FEMA 4563, damage that occurred during Hurricane Sally (FEMA 4563), to Amerson Roofing, Inc for the Metal roof quote, in the amount of \$16,993.00.

Cc: File, R. Johnson, G. Ladd

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 a 2022 Freightliner M2 with Brush Hawg Loader for the Public Works Department; and the equipment is available for direct procurement through the Sourcewell contract with National Auto Fleet which has been nationally bid; and therefore, does not have to be let out for bid. The estimated cost \$172,442.00.

Adopted on this 26th day of July, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/15/2021

Please return this Routing Sheet to Treasurer by: ASAP

JUL 15 21 AM 11:37

MS

Project Name: Procurement of one (1) 2022 Freightliner M2 with Brush Hawg Loader

Project Location: Sanitation Dept

Presented to City Council: 7/26/2021

Funding Request Sponsor: Dale Linder, Supervisor-Sanitation/Recycling
George Ladd, Assistant Public Works Director
Richard Johnson, Public Works Director
Tim Bung, Supervisor Vehicle mechanics

Resolution # : _____
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 172,442.00

Vendor: Sansom Equipment through the Sourcwell contract with National Auto Fleet

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: 001400-50470
G/L Acct Name: Purchases Vehicles & Equipment

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

Project Budgeted: \$ 163,000.00 (Draft FY22)
Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ 9,442.00

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

Capital Lease: _____ Payment _____ Term _____

Comments: Peterson Lightning Loader trash truck ordered on GS #1892 will not be delivered until December 2021. The amount for the Peterson truck will be rolled into the FY 22 Budget. The \$163,000 that was budget in FY 21 will be applied to the purchase of the Freightliner M2 Brush Hawg Loader truck, which will be delivered by 9/30/21.

City Council Prior Approval/Date? _____

Senior Accountant: _____ City Treasurer: _____ Mayor: _____

Purchasing Memo Date: 6/30/2021 Purchasing Memo Date: 6/30/2021 Delivered To Date: 7/15/2021

Request Approved Date: 7/15/2021 Request Approved Date: 7/15/2021 Approved Date: 7/15/2021

Signatures: Aislinn Stone Kim Creech Mayor Sherry Sullivan



MEMO

To: **Aislinn Stone, Senior Accountant**
Kimberly Creech, Treasurer
From: *Delores A Brandt*
Delores A Brandt, Purchasing Manager

Sherry Sullivan
Mayor

Date: **June 30, 2021**

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

Re: **Greensheet --CC Approval procurement of budgeted, over \$15,000 request for ONE (1) 2022--FREIGHTLINER M2 WITH Brush Hawg Loader for Public Works Sanitation Department**

Lisa A. Hanks, MMC
City Clerk

The Sanitation Department is requesting procurement of ONE (1) 2022--FREIGHTLINER M2 with Brush Hawg Loader. This new truck will be used for Trash Route Service. The budgeted amount is \$157,500.00. The best pricing is from the Cooperative Purchasing Group, SOURCEWELL.

ONE (1) 2022--FREIGHTLINER M2 with Brush Hawg Loader including delivery can be purchased from SANSOM Equipment Company, through SOURCEWELL Contract # 060920-NAF, with **National Auto Fleet Group**. The estimated cost is **ONE HUNDRED SEVENTY-TWO THOUSAND FOUR HUNDRED FORTY-TWO DOLLARS (\$172,442.00)**.

NOTES:

See Attached Vendor CUT-SHEET printout for details.
Delivery/pickup **Approximately**---9-30-21(it is assembled and waiting on a specific part)

Please compose a greensheet and place on the next available City Council Agenda this request to approve budgeted procurement for ONE (1) 2022--FREIGHTLINER M2 with Brush Hawg Loader from Sansom Equipment through the Sourcwell contract with National Auto Fleet

161 North Section
Street PO Drawer 429
Fairhope, Alabama
36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

CC file, Dale Linder, George Ladd, Richard Johnson, Tim Bung

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Dale Linder

Date: 6/30/2021

Department: Public Works Sanitation

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? Brush Hawg Trash Truck
2. What is the total cost of the item or service? \$172,442.00
3. Where will the item or service be physically located? Public Works Yard
4. What is the primary function of the item or service? Trash Route Service
5. How many do you need? 1
6. Item or Service Is: New Used Replacement Annual Request
7. When do you anticipate implementation? 7/15/2021
8. Additional Information or Comments: Click or tap here to enter text.
9. Vendor Name: Sansom Equipment Company
10. Vendor Number: 9971

BUDGET INFORMATION

1. Is it budgeted? Yes No Emergency Request
2. If budgeted, what is the budgeted amount? 157,500
3. What is the Capital Project Name or Operating Budget Code: 50470 Purchase Vehicles & Equipment
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*



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 | (855) BUY-NJPA | (831) 480-8497
Fleet@NationalAutoFleetGroup.com

Dale Linder

City of Fairhope
555 South Section Street
Fairhope, AL 36533
United States



6/30/2021

Dear Dale Linder

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration:

1 ea 2022 Freightliner M2 with Brush Hawg Loader

Which will be personally delivered to your department yard by Sansom Equipment Company's representative; **Jeff Bodiford**

Unit Cost	\$172,442.00
Tax	
Total	172,442.00

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 060920-NAF**. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
Office (855) 289-6572
Fax (831) 480-8497

- 1 ea Nu-Life Brush Hawg C-Model Knuckle Boom Loader

- 1 ea Upgrade to Electric/Air-Over-Hydraulic Joystick Controls

- 1 ea Add Integrated Front of Body Tool Box with Dual Side Doors

- 1 ea Add Dual "Smart Lamps" in Lower Light Bar

- 1 ea Current Production Freightliner M2 Chassis Single Axle

- 1 ea Freight



2021 JUN 30 10:17 AM
ZAH

MEMO

To: Aislinn Stone, Senior Accountant
Kimberly Creech, Treasurer
From: Delores A Brandt
Delores A Brandt, Purchasing Manager

Sherry Sullivan
Mayor

Date: June 30, 2021

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

Re: Greensheet --CC Approval procurement of budgeted, over \$15,000 request for ONE (1) 2022--FREIGHTLINER M2 WITH Brush Hawg Loader for Public Works Sanitation Department

Lisa A. Hanks, MMC
City Clerk

The Sanitation Department is requesting procurement of ONE (1) 2022--FREIGHTLINER M2 with Brush Hawg Loader. This new truck will be used for Trash Route Service. The budgeted amount is \$157,500.00. The best pricing is from the Cooperative Purchasing Group, SOURCEWELL.

ONE (1) 2022--FREIGHTLINER M2 with Brush Hawg Loader including delivery can be purchased from SANSOM Equipment Company, through SOURCEWELL Contract # 060920-NAF, with National Auto Fleet Group. The estimated cost is ONE HUNDRED SEVENTY-TWO THOUSAND FOUR HUNDRED FORTY-TWO DOLLARS (\$172,442.00).

NOTES:

See Attached Vendor CUT-SHEET printout for details.
Delivery/pickup **Approximately**---9-30-21(it is assembled and waiting on a specific part)

161 North Section
Street PO Drawer 429
Fairhope, Alabama
36533

Please compose a greensheet and place on the next available City Council Agenda this request to approve budgeted procurement for ONE (1) 2022--FREIGHTLINER M2 with Brush Hawg Loader from Sansom Equipment through the Sourcewell contract with National Auto Fleet

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

CC file, Dale Linder, George Ladd, Richard Johnson, Tim Bung

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to purchase a 2021 Ford F550 Crew Cab 4x4 Truck and Utility Body for the Electric 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: T193-A

2021 Ford F550 Crew Cab
and Service Body

Estimated Cost is \$58,284.00

Adopted on this 26th day of July, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/15/2021

JUL 19 '21 AM 11:17
Please return this Routing Sheet to Treasurer by ASAP

Project Name: Procurement of one (1) 2021 Ford F-550 Crew Cab 4x4 Truck and Body

Project Location: Electric Dept

Presented to City Council: 7/26/2021

Funding Request Sponsor: Jeremy Morgan, Assistant Electric Superintendent
Tim Bung, Supervisor Vehicle mechanics

Resolution # : _____
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 58,284.00

Vendor: Stiver's Ford Lincoln

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: 003-50470 Grant: \$0.00 Federal - not to exceed amount
G/L Acct Name: Purchases Vehicles & Equipment State _____
City _____
Local _____

Project Budgeted: \$ 45,000.00
Balance Sheet Item Included in projected cash flow

Over (Under) budget amount: \$ 13,284.00

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

Capital Lease: _____ Payment _____ Term _____

Comments:

City Council Prior Approval/Date? _____

<u>Senior Accountant</u>	<u>City Treasurer</u>	<u>Mayor</u>
Purchasing Memo Date: <u>7/14/2021</u>	Purchasing Memo Date: <u>7/14/2021</u>	Delivered To Date: <u>7/15/2021</u>
Request Approved Date: <u>7/15/2021</u>	Request Approved Date: <u>7/15/2021</u>	Approved Date: <u>7/15/2021</u>
Signatures: <u></u> Aislinn Stone	<u></u> Kim Creech	<u></u> Mayor Sherry Sullivan



MEMO

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

From: 
Cory Pierce, Purchasing Manager

Sherry Sullivan
Mayor

Date: **July 14, 2021**

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

Re: **Greensheet -- CC Approval procurement of budgeted request for ONE (1) 2021 Ford F-550 Crew Cab 4X4 Truck and Body for the Electric Department**

Lisa A. Hanks, MMC
City Clerk

The Electric Department Superintendent, Jeremy Morgan, is requesting procurement of **ONE (1) 2021 – Ford F-550 Crew Cab 4X4 Truck and Utility Body**. The Electric Department's budgeted amount is \$45,000 and \$13,284 unbudgeted. Best pricing is from the **State of Alabama, Vehicle Contract T193-A MA999 20000000114 Line Number 7** through **STIVER'S FORD LINCOLN** in Montgomery, AL.

The quote for ONE (1) 2021- Ford F-550 Crew Cab 4X4 Truck and Body includes delivery fee of approximately \$270. The estimated cost of the truck and body plus required options is **FIFTY-EIGHT THOUSAND TWO HUNDRED EIGHTY-FOUR DOLLARS (\$58,284)**.

The State contract vendor is **STIVER'S FORD LINCOLN in Montgomery, AL**.

NOTES:

See Attached Vendor CUT-SHEET printout for details.

Please compose a greensheet and place on the next available City Council Agenda this request to approve budgeted procurement for ONE (1) 2021 Ford F-550 Crew Cab 4X4 Truck and Body, from STIVER'S FORD LINCOLN in Montgomery, AL for the Electric Department for an estimated amount of \$58,284.

161 North Section
Street PO Drawer 429
Fairhope, Alabama
36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

CC: file, Jeremy Morgan, Tim Bung, Clint Steadham

Craig McAdams
334-613-5000
334-613-5046 Direct
334-613-5018 fax

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

Date: 7/09/2021
Version: 21.0

2021 FORD F550 CREW CAB 4x4 CHASSIS CAB / PLATFORM - FAIRHOPE ELECTRIC DEPT

CONTRACT NUMBER: MA999 200000000114 (T193A) **LINE NUMBER:** 7 **CONTRACT AMOUNT:** \$34,237

STATE CONTRACT PRICE (T193A)

W4G	F450 CREW CAB 4X2 CHASSIS CAB - 16,500# GVWR - AM/FM Radio w/SYNC - Upfitter Switches	\$ 34,237	X
W5H	Upgrade: F550 4x4 Crew Cab - 18,000# GVWR	\$ 4,780	X
99T	6.7L Diesel - 330 Horsepower / 750 Torque (23,000 lbs Gooseneck Trailer Capacity)	\$ 9,325	X
98R	Operator Commanded Regeneration (OCR)	\$ 250	X
44G	10-Speed Transmission w/ PTO Provision	Std	X
62R	Transmission Power Take-off (w/ Diesel Engine)	Std	X
X41	4.10 Ratio - Regular Axle		X
90L	Power Group-Windows, Locks & Trailer Tow Mirrors	\$ 1,125	X
43C	110V / 400 Watt Outlet - includes 332 amp Alternator	\$ 175	X
TJG	(6) 225/70R 19.5G AS Tires	Std	X
512	Spare Tire, Jack & Wheel	\$ 350	X
52B	Trailer Brake Controller	\$ 270	X
525	Cruise Control	\$ 235	X
67X	Extra Heavy Service Suspension	\$ 125	X
76C	Exterior Backup Alarm	\$ 140	X
872	Rear View Camera & Prep Kit	\$ 415	X
KEY	Extra Key & Fob (1)	\$ 360	X
LED	4 Corner LED Strokes White/White	\$ 685	X
RD9	Reading RD 9' Platform w/ Class V Receiver Hitch, ICC Bumper and 4/7 way Plug	\$ 5,542	X
Z1	Oxford White	NC	X
AS	40/20/40 Vlynl Seats - Medium Earth Gray (XL)	Std	X

DELIVERY - \$1.50 PER MILE ONE-WAY to AUBURN

\$ 270 X

Total Price (each)

\$ 58,284

STATE CONTRACT TERMS:

PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required at time of Order) _____

DATE: (Required at time of Order) _____

PURCHASE ORDER NUMBER: (Required) _____

Quantity: (Required) _____

INFORMATION: PICKUP OR DELIVERY IS REQUIRED NO LATER THAN FIVE (5) DAYS AFTER NOTICE OF READY FOR DELIVERY

COMMODITY / SERVICE INFORMATION

OPTION PACKAGE
OPTION PACKAGE:

AUTOMATIC TRANSMISSION WITH PTO PROVISION
\$ __ NO CHARGE __

FUEL LINE KIT, MUST BE ORDERED FOR FLAT OR UTILITY BODY.
\$ __ NO CHARGE __

AGENCIES MAY OPT TO LEAVE ONE OR MORE OPTIONS OFF FROM THE PACKAGE. THE PO WILL REFLECT THE ACTUAL OPTIONS BEING PURCHASED.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	EA	\$32,090.000000	\$0.00			\$0.00	\$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
15,000 TRUCK CHASSIS STANDARD CAB
TRUCK CHASSIS, 15,000 GVWR LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT.
STANDARD CAB
CAB TO AXLE: 60" MINIMUM
SINGLE AXLE
GAS ENGINE: 300 HP MINIMUM
DUAL REAR WHEELS
4 WHEEL ABS BRAKES
3 PASSENGER SEATING
DUAL AIR BAGS
CAB STEPS
FULL HEADLINER WITH INSULATION.
AIR CONDITIONING FACTORY INSTALLED.
RADIO AM/FM WITH BLUETOOTH.
ALTERNATOR 120 AMP MINIMUM.
TRANSMISSION, AUTOMATIC 5-SPEED MINIMUM.
MIRRORS, EXTERIOR CAMPER OR RECREATIONAL TYPE.
FUEL LINE KIT.

Final

MAKE: _FORD_

MODEL: _F450 REGULAR CAB CHASSIS_

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0		\$0.000000	\$8,989.00			\$8,989.00	\$8,989.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
DIESEL ENGINE UPGRADE
DIESEL ENGINE UPGRADE:

DIESEL ENGINE:
MAKE: _FORD_
MODEL: _6.7L_
\$ _8571.00_

END OF FRAME CONNECTION WIRING FOR BODIES.
\$ _NO CHARGE_

40-GALLON FUEL TANK, DIESEL ALUMINUM OR POLYPROPYLENE.
\$ _NO CHARGE_

AGENCIES MAY OPT TO LEAVE ONE OR MORE OPTIONS OFF FROM THE PACKAGE. THE PO WILL REFLECT THE ACTUAL OPTIONS BEING PURCHASED.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	EA	\$34,987.000000	\$0.00			\$0.00	\$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
16,500 TRUCK CHASSIS CREW CAB

2022 Base Price
for Ford F450.
we are procuring a 2021 F450 w/a F550 upgrade

COMMODITY / SERVICE INFORMATION

TRUCK CHASSIS, 16,500 GVWR LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT.
 CREW CAB
 CAB TO AXLE: 60" MINIMUM
 SINGLE AXLE
 GAS ENGINE: 300 HP MINIMUM
 DUAL REAR WHEELS
 4 WHEEL ABS BRAKES
 6 PASSENGER SEATING
 DUAL AIR BAGS
 CAB STEPS
 FULL HEADLINER WITH INSULATION.
 AIR CONDITIONING FACTORY INSTALLED.
 RADIO AM/FM WITH BLUETOOTH.
 ALTERNATOR 120 AMP MINIMUM.
 MIRRORS, EXTERIOR CAMPER OR RECREATIONAL TYPE WITH 5" CONVEX SPOT MIRRORS.
 FUEL LINE KIT.

MAKE: FORD

MODEL: F450 CREW CAB CHASSIS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0		\$0.000000	\$8,989.00			\$8,989.00	\$8,989.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
 OPTION PACKAGE
 OPTION PACKAGE:

DIESEL ENGINE:
 MAKE: FORD
 MODEL: 6.7L
 \$ 8571.00

Final

AUTOMATIC TRANSMISSION 5-SPEED MINIMUM.
 \$ NO CHARGE

FUEL TANK, DIESEL ALUMINUM OR POLYPROPYLENE.
 \$ NO CHARGE

AGENCIES MAY OPT TO LEAVE ONE OR MORE OPTIONS OFF FROM THE PACKAGE. THE PO WILL REFLECT THE ACTUAL OPTIONS BEING PURCHASED.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0	EA	\$29,034.000000	\$0.00			\$0.00	\$0.00

0720625 - TRUCK CAB AND CHASSIS, 6 AND 8 CYLINDER, DIESEL AND GASOLINE
 11,000 TRUCK CHASSIS CREW CAB
 TRUCK CHASSIS, 11,000 GVWR LATEST MODEL INCLUDING ALL STANDARD EQUIPMENT.
 CREW CAB

WHEEL BASE: 171.5" MINIMUM
 CAB TO AXLE: 60" MINIMUM
 SINGLE AXLE
 GAS ENGINE: 300 HP MINIMUM
 4 WHEEL ABS BRAKES
 FULL HEADLINER WITH INSULATION.
 AIR CONDITIONING FACTORY INSTALLED.
 RADIO AM/FM WITH BLUETOOTH.
 ALTERNATOR 120 AMP MINIMUM.
 TRANSMISSION AUTOMATIC 5-SPEED MINIMUM.
 MIRRORS, EXTERIOR CAMPER OR RECREATIONAL TYPE.
 FUEL LINE KIT.

MAKE: FORD

MODEL: F350 CREW CAB

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
------	----------	-----	------------	----------------	--------------	------------	----------------	------------

PURCHASING DEPARTMENT REQUEST FORM

Requestor: Jeremy Morgan Department: Electric

Project Name: F550 4 door diesel bore truck

Brief Project Description: New truck to pull bore rig.

Project Category: Item Bid Professional Service Other

Budget Amount: \$45000.00 Budget Code: 50470

BID USE ONLY

Anticipated Start Date: _____ Project Duration: _____

Bid Duration: _____ Engineer of Record: _____

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

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

Project Administered: Internally Externally By: _____

Bidders List Review: No Yes By: _____

Tax Exempt Project: No Yes Insurance Requirements: Minimum Maximum

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

Related Bids/RFs: _____ Bid Opening: _____

FORCE ACCOUNT INFORMATION ONLY

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

Notes: _____

SIGNATURES

Requestor:

Senior Accountant:

City Treasurer:

Mayor:

Cory Pierce

From: Jeremy Morgan
Sent: Wednesday, July 14, 2021 10:31 AM
To: Kimberly Creech
Cc: Aislinn Stone; Dee Dee Brandt; Cory Pierce
Subject: Re: 2021 F550 Crew Diesel 4x4 Platform

That's fine, their job to question everything. Will do.
Thanks

Get [Outlook for iOS](#)

From: Kimberly Creech <kim.creech@fairhopeal.gov>
Sent: Wednesday, July 14, 2021 10:29:38 AM
To: Jeremy Morgan <Jeremy.Morgan@fairhopeal.gov>
Cc: Aislinn Stone <Aislinn.Stone@fairhopeal.gov>; Dee Dee Brandt <deedee.brandt@fairhopeal.gov>; Cory Pierce <cory.pierce@fairhopeal.gov>
Subject: RE: 2021 F550 Crew Diesel 4x4 Platform

Get with Dee Dee and Cory to get memo for Greensheet. Just realize the council will question the amount unbudgeted.

Thanks,
Kim

From: Jeremy Morgan <Jeremy.Morgan@fairhopeal.gov>
Sent: Wednesday, July 14, 2021 10:15 AM
To: Kimberly Creech <kim.creech@fairhopeal.gov>
Cc: Aislinn Stone <Aislinn.Stone@fairhopeal.gov>
Subject: Re: 2021 F550 Crew Diesel 4x4 Platform

Yes...this truck already has a bed, which we would have to budget next year because it wasn't budgeted this year. Would probably be around \$1500-\$2000. Trucks are obviously hard to come by nowadays as you have heard at previous meetings. This is what they have available right now. If we push it off, who knows when another will be available.
Thanks,
Jeremy

Get [Outlook for iOS](#)

From: Kimberly Creech <kim.creech@fairhopeal.gov>
Sent: Wednesday, July 14, 2021 9:20:12 AM
To: Jeremy Morgan <Jeremy.Morgan@fairhopeal.gov>
Cc: Aislinn Stone <Aislinn.Stone@fairhopeal.gov>
Subject: FW: 2021 F550 Crew Diesel 4x4 Platform

Clint sent me this order. I only show \$45K budgeted. You are short.

Thanks,
Kim

From: Clint Steadham <Clint.Steadham@fairhopeal.gov>
Sent: Wednesday, July 14, 2021 9:13 AM
To: Kimberly Creech <kim.creech@fairhopeal.gov>
Subject: FW: 2021 F550 Crew Diesel 4x4 Platform

From: Craig McAdams <craigmcadams@stiversonline.com>
Sent: Friday, July 9, 2021 4:49 PM
To: Clint Steadham <Clint.Steadham@fairhopeal.gov>
Subject: 2021 F550 Crew Diesel 4x4 Platform

SENT FROM AN EXTERNAL ADDRESS

Clint,
This truck is in stock with the Body installed—ready to go.
Craig

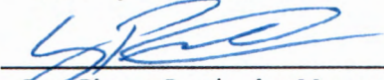
Craig McAdams
Director Fleet Operations
Stivers Ford Lincoln
4000 Eastern Blvd
Montgomery, AL 36116
334-613-5000
334-613-5046 direct
334-613-5018 fax



MEMO

2021-07-14
ZAN

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

From: 
Cory Pierce, Purchasing Manager

Sherry Sullivan
Mayor

Date: **July 14, 2021**

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

Re: **Greensheet -- CC Approval procurement of budgeted request for ONE (1) 2021 Ford F-550 Crew Cab 4X4 Truck and Body for the Electric Department**

Lisa A. Hanks, MMC
City Clerk

The Electric Department Superintendent, Jeremy Morgan, is requesting procurement of **ONE (1) 2021 – Ford F-550 Crew Cab 4X4 Truck and Utility Body**. The Electric Department’s budgeted amount is \$45,000 and \$13,284 unbudgeted. Best pricing is from the **State of Alabama, Vehicle Contract T193-A MA999 200000000114 Line Number 7** through **STIVER’S FORD LINCOLN** in Montgomery, AL.

The quote for ONE (1) 2021- Ford F-550 Crew Cab 4X4 Truck and Body includes delivery fee of approximately \$270. The estimated cost of the truck and body plus required options is **FIFTY-EIGHT THOUSAND TWO HUNDRED EIGHTY-FOUR DOLLARS (\$58,284)**.

The State contract vendor is **STIVER’S FORD LINCOLN** in **Montgomery, AL**.

NOTES:

See Attached Vendor CUT-SHEET printout for details.

161 North Section
Street PO Drawer 429
Fairhope, Alabama
36533

Please compose a greensheet and place on the next available City Council Agenda this request to approve budgeted procurement for ONE (1) 2021 Ford F-550 Crew Cab 4X4 Truck and Body, from STIVER’S FORD LINCOLN in Montgomery, AL for the Electric Department for an estimated amount of \$58,284.

251-928-2136

CC: file, Jeremy Morgan, Tim Bung, Clint Steadham

251-928-6776 Fax
www.fairhopeal.gov

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope approves the procurement for 9MM Ammunition budgeted for fiscal year 2022 for the Police Department with a cost of \$15,000.00 from Gulf States Distributors through Alabama State Contract. Currently, there is an eight to ten month waiting period on ammunition, therefore, ordering the ammunition now will ensure that we receive it within the next budget year.

Adopted on this 26th day of July, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/15/2021

JUL 19 '21 AM 11:17
Please return this Routing Sheet to Treasurer ASAP

Project Name: Procurement of Ammunition

Project Location: Police Dept

Presented to City Council: 7/26/2021

Funding Request Sponsor: Tyron Hoskins, Administrative Assistant
Stephanie Hollinghead, Chief of Police

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 15,000.00

Vendor: Gulf States Distributors through the Sate Contract

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: 001150-50355
G/L Acct Name: Line of Duty Equipment & Supplies

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

Project Budgeted: \$ 15,000.00 (Draft Budget FY22)
Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ _____

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

Capital Lease: _____ Payment _____ Term _____

Comments: Purchase is being requested now due to the 8 to 10 months lead time on delivery.

City Council Prior Approval/Date? _____

<u>Senior Accountant</u>	<u>City Treasurer</u>	<u>Mayor</u>
Purchasing Memo Date: <u>7/14/2021</u>	Purchasing Memo Date: <u>7/14/2021</u>	Delivered To Date: <u>7/15/2021</u>
Request Approved Date: <u>7/15/2021</u>	Request Approved Date: <u>7/15/2021</u>	Approved Date: <u>7/15/2021</u>
Signatures: <u>Aishlin Stone</u>	<u>Kim Creech</u>	<u>Mayor Sherry Sullivan</u>



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
City Treasurer

To: Aislinn Stone, Senior Accountant
Kimberly Creech, Treasurer

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

Date: July 14, 2021

Re: Greensheet and Council approval of request for **unbudgeted item** over \$10,000:
Procurement of Ammunition

The Police Department is requesting to purchase 9MM Ammunition budgeted for fiscal year 2022. This purchase is requested at this time due to the delay in receiving the ammunition. Currently there is an eight (8) to ten (10) month waiting period on ammunition: therefore, ordering the ammunition now will ensure that we receive it within the next budget year.

The Police Department has received a quote from **Gulf States Distributors** in the amount of **FIFTEEN THOUSAND DOLLARS (\$15,000.00)** through **State Contract #MA999-18000000302** (AMMO), which expires in June, 2022.

Please place on the next available City Council Agenda this request to approve the procurement of ammunition in the amount of \$15,000.00 from Gulf States Distributors through the State Contract.

Cc: file, Tyron Hoskins, Chief Hollinghead, D White

1 North Section Street
PO Drawer 429
Fairhope, Alabama
36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov



Fairhope Police Department

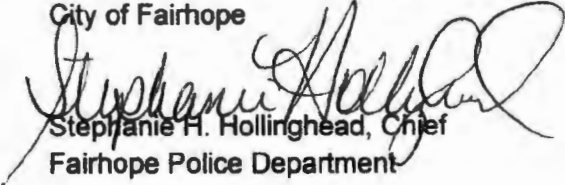
"On Beautiful Mobile Bay"

107 N. Section St.
Fairhope, AL 36532
(251) 928-2385
Fax (251) 990-0158

Stephanie H. Hollinghead
Chief of Police

DATE: July 14, 2021

TO: Dee Dee Brandt, Purchasing Agent
City of Fairhope

FROM: 
Stephanie H. Hollinghead, Chief
Fairhope Police Department

SUBJECT: 9MM Duty and Practice Ammunition

Please find attached pricing information from Gulf States Distributors for the purchase of 9mm Duty and Practice Ammunition. This purchase is being requested at this time due to the 8 to 10 months wait time on receiving the ammunition. Ordering the ammunition now will ensure that we receive it within the next budget year.

The purchase of this ammunition has been placed in the 2022 budget in the amount of \$15,000. Please prepare the necessary paperwork for this item to be placed on the next City Council agenda. Let me know if you need additional paperwork or have any questions.

SHH/tdh

PURCHASING DEPARTMENT REQUEST FORM

Requestor: Chief Stephanie Hollinghead Department: Police

Project Name: Ammunition

Brief Project Description: 9mm Practice and Duty Ammo

Project Category: Item Bid Professional Service Other

Budget Amount: \$15,000 (FYE 2022) Budget Code: 50355 - Line of Duty

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:

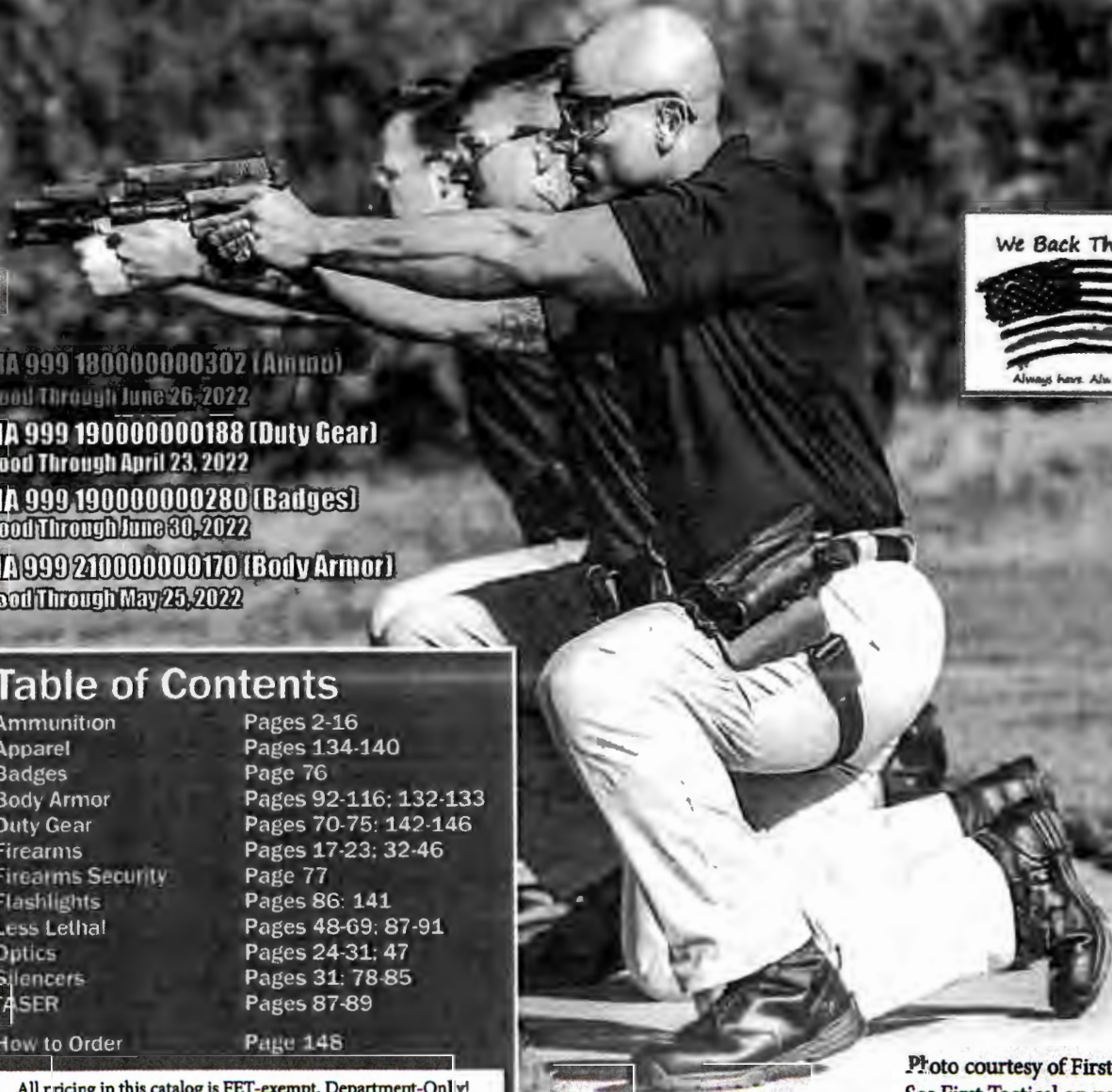
Senior Accountant:

City Treasurer:

Mayor:

Department Pricing For ALABAMA Law Enforcement

**Includes items on State of Alabama Master Agreements
Ammunition, Duty Gear, Badges and Body Armor - all on State Contract!**



MA 999 180000000302 (Ammo)
Good Through June 26, 2022

MA 999 190000000188 (Duty Gear)
Good Through April 23, 2022

MA 999 190000000280 (Badges)
Good Through June 30, 2022

MA 999 210000000170 (Body Armor)
Good Through May 25, 2022

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Silencers	Pages 31; 78-85
TASER	Pages 87-89
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All pricing in this catalog is FET-exempt, Department-Only!
If you need I/O pricing, call 800.223.7869

Photo courtesy of First Tactical
See First Tactical on pages: 134-145

Gulf States Distributors, Inc.

**Distributors of Federal Cartridge, Speer, Force on Force, Hornady
and PMC LE Ammunition**

**6000 E. Shirley Lane, Montgomery, AL 36117
p: 800.223.7869 f: 334.279.9267 www.gulfstatesdist.com**

BUY your duty ammunition from Gulf States and CHOOSE from:

FEDERAL CARTRIDGE

le.vistaoutdoor.com

SPEER

le.vistaoutdoor.com

HORNADY

hornadyle.com

For Complete Specs, visit the manufacturer websites

PLEASE READ: State of Alabama contract pricing is based on a *minimum* discount off of MSRP (Manufacturer's Suggested Retail Price). We've simplified it for you by assigning "YOUR PRICE" that is less than the ceiling price.

Discounts:
Federal Cartridge/Speer - 20%
Hornady - 43%
PMC - 15%

9MM LUGER DUTY AMMO

MANUFACTURER	LOAD #	DESCRIPTION	YOUR PRICE
Federal Cartridge Classic	9MS	9MM 147gr Hi-Shok HP	\$275.00/cs1000
Federal Cartridge HST	P9HST1	9MM 124gr HST HP	\$369.00/cs1000
Federal Cartridge HST	P9HST2	9MM 147gr HST HP	\$369.00/cs1000
Federal Cartridge HST	P9HST3	9MM 124gr +P HST HP	\$369.00/cs1000
Federal Cartridge Hydra-Shok	P9HS1G1	9MM 124gr HSHP	\$369.00/cs1000
Federal Cartridge Hydra-Shok	P9HS2G1	9MM 147gr HSHP	\$369.00/cs1000
Speed Gold Dot	53614	9MM 115gr Bonded HP	\$369.00/cs1000
Speer Gold Dot	53617	9MM 124gr +P Bonded HP	\$369.00/cs1000
Speer Gold Dot	53618	9MM 124gr Bonded HP	\$369.00/cs1000
Speer Gold Dot	53619	9MM 147gr Bonded HP	\$369.00/cs1000
Speer Gold Dot G2	54226	9MM 147gr Bonded G2	\$409.00/cs1000
Hornady Critical Duty	90215	9MM 124gr +P Flex-Lock	\$225.00/cs500
Hornady Critical Duty	90225	9MM 135gr +P Flex-Lock	\$225.00/cs500
Hornady Critical Duty	90235	9MM 135gr Flex-Lock	\$225.00/cs500
Hornady Critical Defense	90240	9MM 100gr FTX (backup gun)	\$175.00/cs250
Hornady Critical Defense	90250	9MM 115gr FTX (backup gun)	\$175.00/cs250

FEDERAL  **PREMIUM**
LAW ENFORCEMENT

SPEER  **LE**

CCI



Hornady
Accurate. Deadly. Dependable.

PMC
AMMUNITION

Remington 
LAW ENFORCEMENT

EXCITING NEWS: Vista Outdoor, the company that owns Federal Cartridge, Speer and CCI, has added Remington to it's lineup. Call Gulf States at 800.223.7869 for pricing on Remington Law Enforcement ammunition.

BUY your target ammunition from Gulf States and CHOOSE from:

FEDERAL CARTRIDGE

le.vistaoutdoor.com

SPEER

le.vistaoutdoor.com

HORNADY

hornadyle.com

PMC

pmcammo.com

For Complete Specs, visit the manufacturer websites

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PMC - 15%

9MM LUGER TARGET AMMO

MANUFACTURER	LOAD #	DESCRIPTION	YOUR PRICE
Federal Cartridge American Eagle	*AE9DP	9MM 115gr FMJ	\$240.00/cs1000
Federal Cartridge American Eagle	*AE9AP	9MM 124gr FMJ	\$240.00/cs1000
Federal Cartridge American Eagle	*AE9FP	9MM 147gr FMJ	\$245.00/cs1000
Federal Cartridge BallistiClean	BC9NT3	9MM 100gr CQT Frangible	\$449.00/cs1000
Speer Lawman	*53650	9MM 115gr FMJ	\$240.00/cs1000
Speer Lawman	*53651	9MM 124gr FMJ	\$240.00/cs1000
Speer Lawman	*53620	9MM 147gr FMJ	\$245.00/cs1000
Speer CleanFire (lead free)	53824	9MM 124gr CleanFire	\$255.00/cs1000
Speer CleanFire (lead free)	53826	9MM 147gr CleanFire	\$255.00/cs1000
Hornady TAP Training	*90249	9MM 115gr FMJ	\$120.00/cs500
Hornady Training Handgun	90238	9MM 135gr FMJ Training Brass	\$170.00/cs500
Hornady Frangible Handgun	90230	9MM 90gr Frangible	\$230.00/cs500
PMC Bronze	*9A	9MM 115gr FMJ	\$215.00/cs1000
PMC Bronze	*9G	9MM 124gr FMJ	\$219.00/cs1000

.357 SIG TARGET AMMO

MANUFACTURER	LOAD #	DESCRIPTION	YOUR PRICE
Speer Lawman	53919	.357SIG 125gr TMJ	\$375.00/cs1000
Speer CleanFire (lead free)	54232	.357SIG 125gr TMJ	\$350.00/cs1000
Hornady Training Handgun	91298	.357SIG 135gr FMJ Training Brass	\$235.00/cs500

FEDERAL  **PREMIUM**
LAW ENFORCEMENT

SPEER ^{LE}

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2021-07-14 10:11 AM
ZAH

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