

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

MONDAY, 9 AUGUST 2021 – 4:30 P.M. – COUNCIL CHAMBER

1. Update on the RESTORE Act Sewer Project – Andy Bobe
2. Committee Updates
3. Department Head Updates

**City Council Agenda Meeting - 5:30 p.m.
on Monday, August 9, 2021 – Council Chambers**

Next Regular Meeting – Monday, August 23, 2021 - Same Time and Place

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 9 AUGUST 2021 - 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 26 July 2021 Regular City Council Meeting and minutes of 26 July 2021 Work Session.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Final Adoption** – 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. (Introduced at the July 26, 2021 City Council Meeting)
6. **Final Adoption** – 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. (Introduced at the July 26, 2021 City Council Meeting)
7. **Final Adoption** – 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. (Introduced at the July 26, 2021 City Council Meeting)
8. Ordinance – An Ordinance to Approve an Application from Monica Gray, owner of Southern Charm Picnic Company, for a Franchise Agreement to operate Pop Up Picnics at Magnolia Beach Park (park with Dolphin Sculpture) on South Mobile Street.
9. Ordinance – An Ordinance to establish a Non-Emergency Disconnect Fee for the Electric Department; and add to Chapter 21, Article II, Electric, Fairhope Code of Ordinances.
10. Ordinance – An Ordinance to add the Fairhope Utilities Current Specifications shall apply to all sanitary sewer design within the City of Fairhope Corporate Limits and to Subdivisions within the planning jurisdiction; and add to Chapter 21, Article IV, Sewers, Fairhope Code of Ordinances.
11. Resolution – That Corey Martin (Councilmember) of the City of Fairhope is hereby appointed to serve as the City Council’s representative to fill the Board vacancy on the Community Action Agency of South Alabama.

12. Resolution – That the Governing Body of the City of Fairhope, Alabama, hereby repeals Resolution No. 4118-21, rescinds Bid No. 014-21 for Six (6) Overhead Doors for Fire Station #3; and authorizes staff to rebid due to at the time of ordering that the cost of the doors had been increased due to price increase of steel and materials for the doors.
13. Resolution – That the City Council authorizes and approves the hiring of a new Police Dispatch position to allow the current Police Dispatcher who is retiring (Cheryl Lebeaux who has been employed with the City for 13 years) to train the new employee prior to her retirement at the end of September. This will be beneficial to the City as well as the new hire.
14. Resolution – That the City Council hereby approves and adopts the 2021 Baldwin County Multi-Hazard Mitigation Plan in fulfillment of the Federal Disaster Mitigation Act of 2000 and the Local Mitigation Plan requirements of 44 C.F.R. Section 201.6 and FEMA Local Hazard Mitigation Planning Guidance.
15. Resolution – That the City Council hereby authorizes Mayor Sherry Sullivan to execute the Client Services Agreement between the City of Fairhope and Symbol Health Solutions, LLC in order to provide a near-site medical clinic and health management program for its employees and those enrolled in the City’s health plan, including covered spouses, dependents, and retirees.
16. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 2 to Bid Number 025-19, Replacement of Electronic Doors for the Justice Center, for a deduction of \$20,000.00 from the building contingency allowance as well as an additional 10% overhead and profit in the amount of \$2,000.00 for a total Deductive Change Order of \$22,000.00; and award the Change Order to Cornerstone Detention Products, Inc.
17. Resolution – That the City Council approves the selection of the Sawgrass Consulting, LLC for Preliminary Survey and Engineering Services for three (3) National Resources and Conservation Service grants for Emergency Watershed Protection projects; hereby authorizes Mayor Sherry Sullivan to execute a contract for Project #2 Fairwood Boulevard and Project #3 North Summit (Big Mouth Gulley (DSR 5106-006) RFQ #PS009-21 with a total unbudgeted cost of \$21,250.00 for Professional Services.
18. Resolution – To Award Bid for Fairhope Docks Bulkhead Repairs – FEMA 4563 – Rebid for the Public Works Department (Bid No. 024-21) to Asphalt Service, Inc. with a total bid proposal of \$329,867.77.
19. Resolution – To Award Bid for Maintenance Dredging at Fairhope Docks for the Public Works Department (Bid No. 035-21) to Greenco Services, LLC with a total bid proposal of \$175,098.30.
20. Resolution – To Award Bid for Headset Packages for the Fairhope Volunteer Fire Department (Bid No. 033-21) to Sunbelt Fire, Inc. with a total bid proposal of \$59,504.00.
21. Resolution – That the City of Fairhope has voted to approve a Three-Year Lease of Mailing Machine for the City of Fairhope; and the type of mailing machine needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; with a total lease amount of \$18,846.36.

22. Resolution – That the City of Fairhope has voted to purchase Three 15.5kv Triple Single Reclosures with added Optional Items for the Electric Department from Southern States, LLC as Sole Source Distributor; and authorizes procurement without formal bid based on the option allowed by the Code of Alabama 1975, Section 41-16-51(b)(7). The cost will be \$61,225.00.
23. Resolution – That the City of Fairhope has voted to procure Five (5) Charging Stations for the Electric Department; and the equipment is available for direct procurement through the Sourcewell Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$55,090.00 and is reimbursable by Alabama Municipal Electric Authority.
24. Resolution – To award the Repairs to Elevator at the Fairhope Museum of History (a Public Works Project) to Otis Elevator Company with a total cost of \$17,705.98.
25. Resolution – That the City Council hereby approves and adopts the proposed one-time premium pay adjustment to current Full-Time, Part-time, and Seasonal Employees who worked on site between March 1, 2020 and March 31, 2021 for work performed at any time since the start of the COVID-19 public health emergency and for which they have not yet received additional and/or adequate compensation for their service during the pandemic; and are deemed essential workers pursuant to the American Rescue Plan Act as follows: Full-Time Employees - \$500.00, Part-Time Employees - \$250.00; and Seasonal Employees - \$125.00.
26. Resolution – That the City Council hereby approves and adopts the COVID-19 Vaccine Incentive Program for the City of Fairhope for all City employees as follows:
All employees who are vaccinated on or before September 10, 2021 for COVID-19 will be compensated as follows:
 - a. Full-Time Employees \$500.00
 - b. Part-Time Employees \$250.00
 - c. Seasonal Employees \$125.00
27. Appointment – Parking Authority – Mandy Bezeredi
28. Public Participation – (3 minutes maximum)
29. Adjourn

**City Council Work Session - 4:30 p.m.
on Monday, August 9, 2021 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.
on Monday, August 9, 2021 – Council Chambers**

Next Regular Meeting – Monday, August 23, 2021 - Same Time and Place

STATE OF ALABAMA)(
 :
COUNTY OF BALDWIN)(

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

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

There being a quorum present, Council President Pro Tempore Conyers called the meeting to order. The invocation was given by Matt McCollum, Pastor of Trinity Presbyterian Church, and the Pledge of Allegiance was recited. Councilmember Boone moved to approve minutes of the 12 July 2021, regular meeting; and minutes of the 12 July 2021, work session. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

Council President Pro Tempore Conyers stated there was a need to add on an agenda item after Agenda Item Number 23: a resolution authorizing the Submission of a United States Economic Development Administration (EDA) Grant Application with a preliminary cost estimate of \$3,125,000.00.

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

Mayor Sullivan addressed the City Council and thanked Hunter Simmons, Erik Cortinas, Chief Stephanie Hollinghead, Jessica Walker, and Attorney Chris Williams for their help with SB 107. She thanked the Fairhope Environmental Advisory Board for their work on the Triangle Property. Mayor Sullivan announced the retirements of James Keith in the Gas Department and Paul Merchant in the Public Works Department. She recognized Sid Gross, employee in the Gas Department, who has earned six welding certificates.

Councilmember Robinson reminded everyone that the last Glow in the Park movie will be on August 5, 2021.

A Public Hearing was held as advertised to approve the issuance of the Bonds to finance improvements and additions for Infirmary Health System, Inc.

Council President Pro Tempore Conyers opened the Public Hearing at 6:05 p.m. No one present opposed the proposed resolution, the Public Hearing closed at 6:05 p.m.

26 July 2021

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution approving the issuance of the Bonds to finance improvements and additions for Infirmiry Health System, Inc. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 4149-21
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;

26 July 2021

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, Infirmiry 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;

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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 are 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.

Jimmy Conyers,
Council President Pro Tempore

ATTEST:

Lisa A. Hanks, MMC
City Clerk

A Public Hearing was held as advertised on a proposed ordinance to amend Zoning Ordinance No. 1253. Councilmember Boone introduced in writing an ordinance to amend 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. The Planning Commission gave a favorable recommendation of this ordinance. Council President Pro Tempore Conyers read the proposed ordinance.

Planning and Zoning Manager Hunter Simmons briefly explained the proposed ordinance.

Council President Pro Tempore Conyers opened the Public Hearing at 6:09 p.m. No one present opposed the proposed ordinance, the Public Hearing closed at 6:09 p.m.

Due to lack of a motion for immediate consideration, this ordinance will layover until the August 9, 2021 City Council meeting.

26 July 2021

A Public Hearing was held as advertised on a proposed ordinance to amend Zoning Ordinance No. 1253. Councilmember Martin introduced in writing an ordinance to amend 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. The Planning Commission gave a favorable recommendation of this ordinance. Council President Pro Tempore Conyers read the proposed ordinance.

Planning and Zoning Manager Hunter Simmons briefly explained the proposed ordinance. Councilmember Boone questioned the 100 percent going to 50 percent. Mr. Simmons explained that it is not 100 percent at this time; and we are trying to prevent all being residential. Council President Pro Tempore Conyers commented we are trying to preserve the CBD.

Council President Pro Tempore Conyers opened the Public Hearing at 6:11 p.m. No one present opposed the proposed ordinance, the Public Hearing closed at 6:11 p.m.

Due to lack of a motion for immediate consideration, this ordinance will layover until the August 9, 2021 City Council meeting.

A Public Hearing was held as advertised on a proposed ordinance to amend Zoning Ordinance No. 1253. Councilmember Robinson introduced in writing an ordinance 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. The Planning Commission gave a favorable recommendation of this ordinance. Council President Pro Tempore Conyers read the proposed ordinance.

Planning and Zoning Manager Hunter Simmons briefly explained the proposed ordinance.

Council President Pro Tempore Conyers opened the Public Hearing at 6:16 p.m. No one present opposed the proposed ordinance, the Public Hearing closed at 6:16 p.m.

Due to lack of a motion for immediate consideration, this ordinance will layover until the August 9, 2021 City Council meeting.

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26 July 2021

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

RESOLUTION NO. 4150-21

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

Jimmy Conyers,
Council President Pro Tempore

Attest:

Lisa A. Hanks, MMC
City Clerk

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

26 July 2021

RESOLUTION NO. 4151-21

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

Jimmy Conyers,
Council President Pro Tempore

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope hereby Rejects Bid No. 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. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 4152-21

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 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.

26 July 2021

[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

Jimmy Conyers,
Council President Pro Tempore

Attest:

Lisa A. Hanks, MMC
City Clerk

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

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26 July 2021

RESOLUTION NO. 4153-21

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.

Jimmy Conyers,
Council President Pro Tempore

ATTEST:

Lisa A. Hanks, MMC
City Clerk

26 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 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. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4154-21

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

Jimmy Conyers,
Council President Pro Tempore

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 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. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

26 July 2021

RESOLUTION NO. 4155-21

**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

26 July 2021

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.

Jimmy Conyers,
Council President Pro Tempore

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute a contract with S.E. Civil, LLC to perform Professional 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. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

26 July 2021

RESOLUTION NO. 4156-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to execute a contract with S.E. Civil, LLC to perform Professional 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

Jimmy Conyers,
Council President Pro Tempore

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute a contract with 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. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 4157-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to execute a contract with 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

Jimmy Conyers,
Council President Pro Tempore

Attest:

Lisa A. Hanks, MMC
City Clerk

26 July 2021

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute a contract with 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. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 4158-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to execute a contract with 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

Jimmy Conyers,
Council President Pro Tempore

Attest:

Lisa A. Hanks, MMC
City Clerk

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 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. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

*

*

26 July 2021

RESOLUTION NO. 4159-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute a contract with 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

Jimmy Conyers,
Council President Pro Tempore

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 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. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 4160-21

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

Jimmy Conyers,
Council President Pro Tempore

Attest:

Lisa A. Hanks, MMC
City Clerk

26 July 2021

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution to Award RFQ No. 013-21 to Amerson Roofing, Inc. for their Additive Alternate Quote for Classic 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. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 4161-21

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 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 Classic 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

Jimmy Conyers,
Council President Pro Tempore

Attest:

Lisa A. Hanks, MMC
City Clerk

26 July 2021

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

RESOLUTION NO. 4162-21

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

[1] That the City of Fairhope has voted to procure a 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

Jimmy Conyers,
Council President Pro Tempore

Attest:

Lisa A. Hanks, MMC
City Clerk

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

26 July 2021

RESOLUTION NO. 4163-21

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 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

Jimmy Conyers,
Council President Pro Tempore

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 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. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

26 July 2021

RESOLUTION NO. 4164-21

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

Jimmy Conyers,
Council President Pro Tempore

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution authorizing the Submission of a United States Economic Development Administration (EDA) Grant Application with a preliminary cost estimate of \$3,125,000.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote. Mayor Sullivan commented she has sent the 20 percent match funds through Congressman Jerry Carl's office.

RESOLUTION NO. 4165-21

AUTHORIZING THE SUBMISSION OF A UNITED STATES ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) GRANT APPLICATION

WHEREAS, the United States Economic Development Administration (EDA) provides grants to municipal governments for projects that generate new employment and has made funds available through their Disaster Assistance Grant Program; and

WHEREAS, the City, in cooperation with the Baldwin County Community and Economic Development Foundation, has identified an opportunity to provide new jobs in Fairhope by renovating the existing K1 Center Building (100 S. Church Street) to provide a business resource hub for technology-based entrepreneurs in Baldwin County (Hatch Fairhope); and

26 July 2021

WHEREAS, a Preliminary Cost Estimate shows the proposed cost estimate for construction of this project to be \$3,125,000.00; and

WHEREAS, the grant funds will pay for 80% of the total project costs (\$2,500,000.00), and if the grant is funded, the City will be responsible for contributing 20% or \$625,000.00 required in cash matching funds; and

WHEREAS, if the grant is funded, the City of Fairhope will provide for the long-term operation and maintenance of the new facility; and

NOW, THEREFORE IT BE RESOLVED, that the City of Fairhope authorizes the submission of a grant application to the US Economic Development Administration requesting \$2,500,000.00 in FY2021 Investing in America's Communities (Economic Adjustment Assistance) funds; and

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

APPROVED on this the 26th day of July, 2021

Jimmy Conyers,
Council President Pro Tempore

ATTEST:

Lisa A. Hanks, MMC
City Clerk

At the request of the City Attorney, Marcus E. McDowell, the City Council will rise from the meeting to go into Executive Session based on Section 36-25A-7(a)(3) to discuss pending litigation and possible settlement options regarding said pending litigation. The approximate time to be in Executive Session is 30 minutes. Councilmember Robinson moved to go into Executive Session. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

Exited the dais at 6:40 p.m. Returned at 7:32 p.m.

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

26 July 2021

There being no further business to come before the City Council, the meeting was duly adjourned at 7:32 p.m.

Jimmy Conyers,
Council President Pro Tempore

Lisa A. Hanks, MMC
City Clerk

Monday, July 26 2021

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- The Discussion of Triangle Property and Recommendations was next on the agenda. Ms. Michell Melton addressed the City Council and presented the recommendations from the Fairhope Environmental Advisory Board (“FEAB”). She said this will be a win-win for everyone. Mayor Sullivan thanked the FEAB for their work on property. Ms. Melton said they looked at Fairhope Single Tax Corporation (“FSTC”) deeds for public places and parklands. She said the City would quit claim the property to FSTC; and FSTC would deed it back to the City with deed restrictions. Councilmember Martin explained there are constitutional statutes and cases that have been tested for parklands. Ms. Melton said the City must get consent from the Dyas’ to name the park.

Mayor Sullivan commented she would like to get this on agenda to begin negotiations. She said we could not find a topo on the property in Planning Department files, so there is a resolution for boundary lines on tonight’s agenda. Mayor Sullivan mentioned that Auburn could possibly help with Tree Survey.

- Public Works Director Richard Johnson gave an Update on the ADA Transition Plan; and explained the necessary changes and suggestions. Mr. Hunter explained the new GIS Map updated from 2016; and the map now explains what is going on. Mr. Johnson said the changes are in real time on map; and gave an example of how to prioritize compliance. He said the targeted ADA improvements proposed will go from \$50,000.00 to \$100,000.00. Mr. Johnson we will need staff training and training for others. He commented in the Appendix are short-term goals for improvements. Councilmember Conyers questioned our deadline for compliance. Mr. Johnson said we have to have a plan and work towards that plan.
- Lee Lawson from Baldwin County Economic Development Alliance addressed the City Council regarding the American Rescue Plan funds; and announced the funds were opened up for Economic Adjustment Assistance. He said they will be seeking \$3,125,000.00 that will be an 80/20 match due to COVID; and not a 50/50 match. Council President Pro Tempore Conyers mentioned that the BCEDA grant application is to be added to tonight’s agenda. Mr. Lawson explained the process, said it is a competitive environment, and commented on the good track record for HATCH. Mayor Sullivan said she had moved the project to Congressman Jerry Carl’s office for the City’s match.
- Councilmember Martin gave an update on the Fairhope Environmental Advisory Board who has been working on the Colony Property that belongs to the City.
- Water and Sewer Superintendent Jason Langley addressed the City Council; and Council President Pro Tempore thanked Mr. Langley for the ride around. Mr. Langley mentioned the Greeno Road main break on Saturday that is still an issue. He said his department was working with ALDOT. Mr. Langley addressed Agenda Items Number 9, 15, and 16.
- Public Works Director Richard Johnson addressed the City Council and gave a Twin Beech update. Mr. Johnson said he has spoken with the schools regarding the Project delay. He gave an update on the Oak and Section Street Drainage Project.

Mr. Johnson addressed Agenda Items Number 11, 14, 20, and 21. He explained in detail Number 21 regarding the trash truck. Councilmember Martin questioned the MRF and now with County. He said it is a great idea personally.

- Recreation Director Pat White addressed the City Council and gave an update on the ADA Project at Volanta. Mr. White said he put a hold on the baseball fields until after football season. He said the playground equipment for the Rotary Youth is being manufactured.
- Building Official Erik Cortinas addressed the City Council and stated that CitizenServe went live today. He said it will be mandatory for permits and subdivision applications. Mr. Cortinas addressed Agenda Item Number 10 and said this expense is a pass through to the developer.
- Planning and Zoning Manager Hunter Simmons addressed the City Council and commented that they have six subdivisions in the past few weeks. He said the Planning Department will be using CitizenServe too. Mr. Simmons mentioned the kickoff meeting for the Comprehensive Land Use Plan. He addressed Agenda Items Number 6, 7, and 8 which are public hearings.
- Assistant Electric Superintendent Jeremy Morgan addressed the City Council and gave an update on the Volanta Substation. He addressed Agenda Items Number 17 and 22. Councilmember Boone said we need to be better prepared for future growth.
- Mayor Sullivan briefly explained Agenda Items Number 12 and 13 regarding automated meter reading and installation of an advanced utility metering infrastructure system (“AMI”). She said it should take a year to 18 months to complete.

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 5:49 p.m.

Jimmy Conyers,
Council President Pro Tempore

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 9th day of August, 2021.

By: _____
Jack Burrell, Council President

Attest:

By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 9th day of August, 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 9th day of August, 2021.

By: _____
Jack Burrell, Council President

Attest:

By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 9th day of August, 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. ____
Page -2-

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 9th day of August, 2021.

By: _____
Jack Burrell, Council President

Attest:

By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 9th day of August, 2021.

By: _____
Sherry Sullivan, Mayor

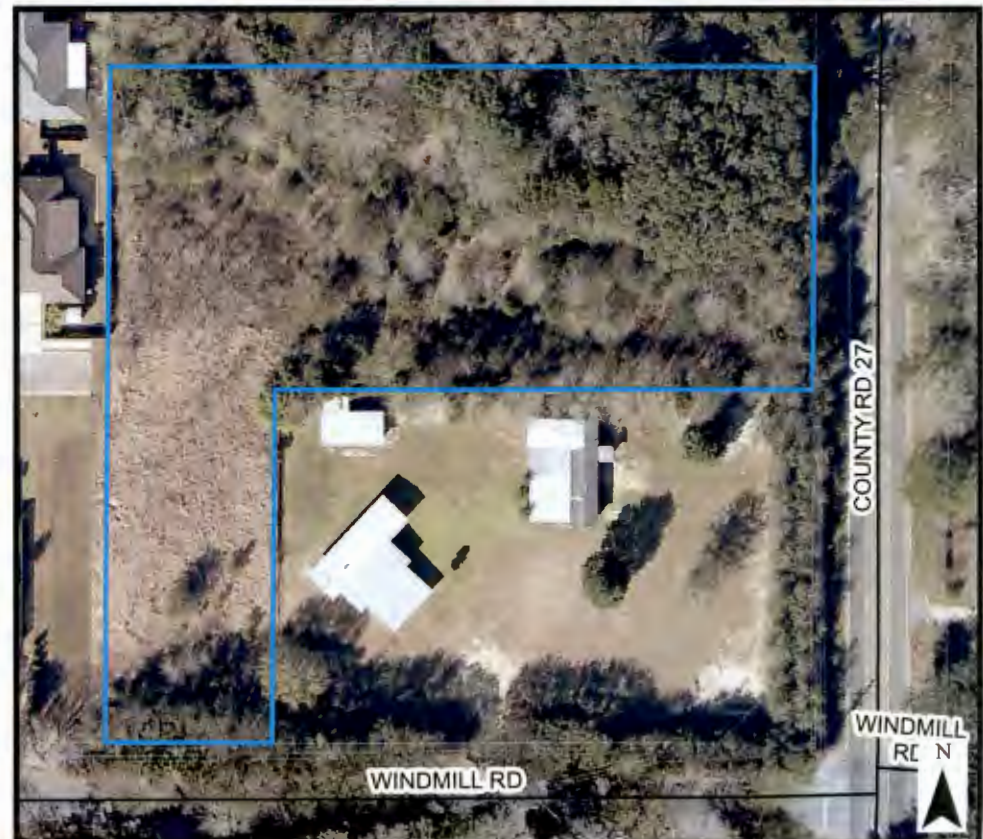
City of Fairhope
 City Council
 July 26, 2021



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:

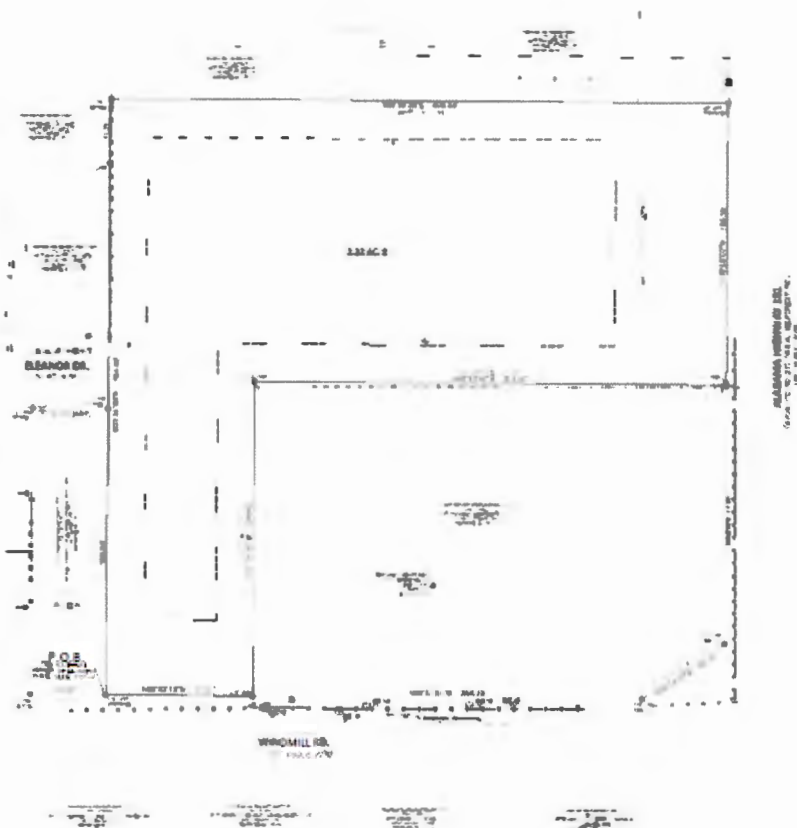
“B-4 Business and Professional District: This district is intended to provide opportunity for business establishments of a professional nature and is restricted to offices and businesses, which provide specific corporate functions or professional services to the general public.”

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

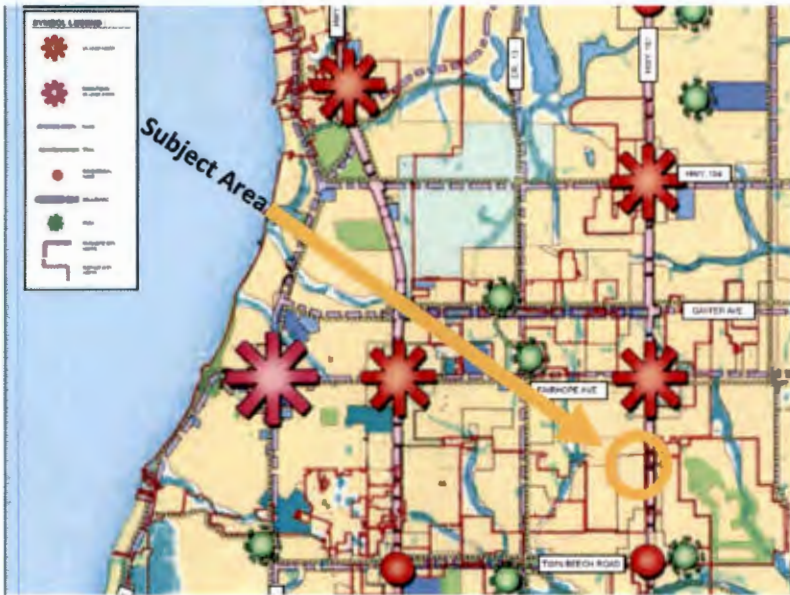
(1) Compliance with the Comprehensive Plan;

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;

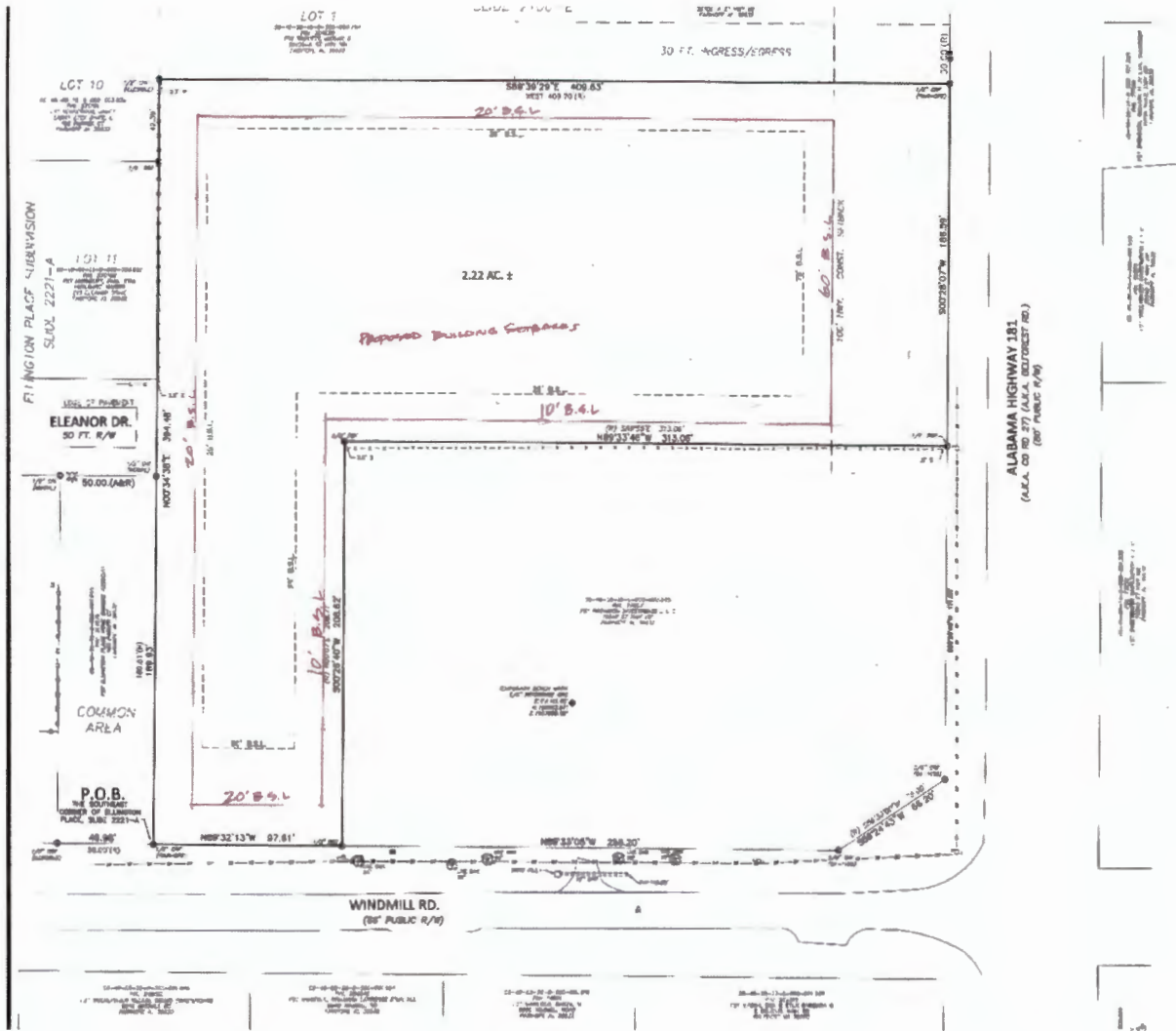
Response: The applicant has no known plans of construction or redevelopment at this time. Additionally, there are no known natural features present.

(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.

ORDINANCE NO. ____

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

SECTION 1. The City of Fairhope, Alabama, having received an application from **Monica Gray** for a franchise agreement to operate **Southern Charm Picnic Company for Pop Up Picnics**, at the following location described: **Magnolia Beach Park (park with Dolphin Sculpture) on South Mobile Street** and it is to be in the best interest of the public and the City of Fairhope, Alabama, to grant a franchise to **Monica Gray** under the terms and conditions of the franchise agreement attached hereto as "Exhibit A" including the fees that shall be paid to the City with respect to same.

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

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

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

ADOPTED THIS 9TH DAY OF AUGUST, 2021

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

ADOPTED THIS 9TH DAY OF AUGUST, 2021

Sherry Sullivan, Mayor

City of Fairhope

Approval Special Event Request

Date complete application submitted to Rental Facilities Department

Event: Southern Charm Picnic Company / Franchise Agreement
Person Requesting: Monica Gray

Date of Event: _____

Location: Magnolia Beach Park - Dolphin Sculpture

Approval/Disapproval supporting documentation attached.

Approval:

Stephanie Halligan

Police Chief/Designee

Date: 7/15/21 Approx. security cost \$ _____

Richard Johnson

Director of Public Works/Designee

Date: 7/20/21 Approx. cost city services \$ - 0 - *

Jayce Curtis

Director of Community Events

Date: 7/9/2021

* AS LONG EACH
USE INCLUDES CLEAN
UP AND DISPOSAL

Disapproval:

Police Chief Date: _____

Director of Public Works/Designee Date: _____

Director of Community Events Date: _____

Route back to rental facilities department for application package finalization

NOTES: Franchise Application Fee Paid \$150.00
JAH

JAH

FRANCHISE AGREEMENT

This Agreement is made and entered into by and between the City of Fairhope, Alabama ("City") a municipal corporation and Southern Charm Picnic Company LLC ("Grantee").

RECITALS

Grantee is a sole proprietor with a principal place of business at 532 Boulder Creek Ave, Fairhope, AL 36532. Grantee is engaged in the business of Pop Up Picnics to the public. Grantee proposes to install and operate Temporary Pop up Picnics at the Magnolia Beach Park. Grantee requests that the City grant to Grantee a franchise to install, maintain and operate this business on public property at the Magnolia Beach Park.

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

SECTION 1

Section 1.1 DEFINITIONS

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

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

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

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

(8) **SERVICE AREA:** Shall mean the geographical area within City of Fairhope and specifically defined as follows: Magnolia Beach Park.

Section 1.2 REQUIREMENTS FOR FRANCHISE

A Franchise Agreement is entered into when the person is using public property to conduct a business but is not *leasing* said public property.

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

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

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

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

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

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

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

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

Section 1.3 TERM OF FRANCHISE, RENEWAL

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

Section 1.4 ENFORCEMENT OF FRANCHISE

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

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

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

Section 1.5 CONFLICT WITH LAWS

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

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

SECTION 2

Section 2.1 PROCEDURE FOR GRANTING FRANCHISE

(a) Any person desiring a franchise shall apply to the City for such a grant. The application for a franchise shall be in writing, in the form approved by and containing

such information as required by the City and must be accompanied by a nonrefundable application fee of \$150.00 by cashier's check, certified check or money order payable to City of Fairhope. This is a separate fee from the Franchise fee.

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

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

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

SECTION 3

Section 3.1 CONSTRUCTION AND INSTALLATION

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

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

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

Section 3.2 CONDITIONS FOR USE OF PUBLIC PROPERTY

- (a) Grantee shall not install or begin operation of the franchise business until the installation has been approved by the Mayor or his designee.
- (b) Grantee is designated a specific area in which Grantee may conduct business under this Franchise Agreement.
- (c) Business conducted from moving vehicles (i.e., ice cream trucks) do not require a Franchise Agreement to operate on City streets; however, any vehicle parked in one spot for longer than thirty (30) minutes and conducts business while parked, shall be required to enter into a Franchise Agreement. Violations may result in loss of City of Fairhope Business License.

Section 3.3 OPERATION AND MAINTENANCE

(a) The Grantee shall install and maintain Pop up picnics in a prudent and reasonable manner.

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

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

SECTION 4

Section 4.1 FRANCHISE FEE

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

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

Section 4.2 INDEMNIFICATIONS

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

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

A general comprehensive public liability insurance policy indemnifying, defending and saving harmless the City, its officers, boards, agents or employees from any and all claims by any person whatsoever on account of injury to or death of a person or persons occasioned by the operations of the Grantee under franchise herein granted or alleged to have been so caused with a minimum of liability of \$1,000,000 for personal injury or death of any two or more persons in any one occurrence. Renewal certificates of such insurance shall be promptly forwarded to the City as such renewals are made, and such insurance shall be kept in force and effect during the term of this grant or franchise. The Grantee and/or the insurance company shall file with the City a written notice of any material alteration or cancellation of any insurance coverage at least thirty (30) days prior to the effective date of such alteration or cancellation. Property damage insurance indemnifying, defending and saving harmless the City, its officers, boards, agents, and employees from and against all claims by any person whatsoever for property damage occasioned by the operation of a Grantee under franchise granted by _____ City caused with a minimum liability of \$100,000 for property damage to two or more persons in any one occurrence. Said policies of insurance shall name the City as an additional insured.

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

Section 4.3 BOOKS/RECORDS OF GRANTEE

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

Section 4.4 GRANTEE ACKNOWLEDGEMENT

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

SECTION 5

Section 5.1 SALE OR LEASE OF FRANCHISE

(a) No transfer or control of the Southern Charm Picnic Co. LLC whether by force or voluntary sale, lease, assignment, foreclosure, attachment, merger, or any other form of disposition, shall occur or be considered valid without first giving prior notice and receiving the approval of the City. The notice shall include full

identifying particulars of the proposed transaction. For the purpose of determining whether it shall consent to such change, transfer, or acquisition of control, the City may inquire into the qualification of the prospective controlling party and the Grantee shall assist the City in any such inquiry. The City shall have one 60 days from the date the notice is received by the City within which to approve or disapprove, by resolution, the proposed transfer of control. The City will not unreasonably withhold its approval.

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

Section 5.2 REVOCATION OF FRANCHISE

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

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

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

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

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

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

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

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

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

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

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

Section 5.3 RIGHTS UPON REVOCATION OR NON-RENEWAL

In the event the City determines that a franchise should not be renewed at its expiration or that a franchise should be revoked for cause as permitted hereunder, the Grantee shall be allowed three months from the date of such determination, or such longer period as the City may permit, to negotiate the sale of its POP UP PICNICS within the City to another provider at a price acceptable to the Grantee, provided that such sale shall be approved by the City pursuant to Section 5 herein. In the event a sale to a provider acceptable to the City is not then negotiated within the time allowed, then an independent expert shall be appointed to determine the fair market value of the Grantee's POP UP PICNICS. The appointment of said expert shall be by mutual agreement between the City and the Grantee; provided, however, that if the City and the Grantee are unable to reach an agreement within 30 days of the written decision of termination, then the matter of appointing an expert shall be submitted, within ten (10) days immediately following expiration of the former 30 days, to the American Arbitration Association [unless the City and the Grantee mutually agree upon some other arbitrator(s)], and the expert designated by the American Arbitration Association or such other arbitrators shall be appointed. The cost of employing the arbitrator or arbitrators and the cost of arbitration, if required, shall be borne equally by the Grantee and the City. Upon determination of the fair market value of the Grantee's POP UP PICNICS by the appointed independent expert, the Grantee shall be required to sell its POP UP PICNICS to any entity which offers said fair market value and which has obtained the approval of the City to purchase said POP UP PICNICS.

Section 5.4 REMOVAL AND ABANDONMENT OF PROPERTY

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

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

Section 5.5 MISCELLEOUS PROVISIONS

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

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

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

THE CITY OF FAIRHOPE, ALABAMA

By: _____

Attest: _____

Lisa A. Hanks, MMC
City Clerk

By: _____, Grantee

To Whom It May Concern,

We are the Southern Charm Picnic Company. We host premium pop-up picnics in Fairhope, Gulf Shores, and Orange Beach at the beach, bay or private backyards. We carry a Baldwin County and Fairhope business license. We are applying for the franchise agreement with the city of Fairhope in order to host pop-up picnics at the bay in Utopia Park.

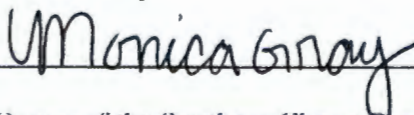
Our picnic includes picnic table(s), pillow seating, table runner, centerpieces, floral, plates, napkins, silverware, drinkware, catered charcuterie board, blankets, ice bucket, umbrella, stool or pouf, message board, basket w/ blankets, speaker, Instax camera w/ 10 exposures, wine opener & hand sanitizer. We deliver, set up, clean up & pick up. The cost for the first two guests is \$300+ tax. Each additional guest is \$40+tax. In addition, we plan to roll out other packages for picnickers that would be less than \$300. We feel that this plan will allow for more to book picnics with the Southern Charm Picnic Company and bring more revenue to the town of Fairhope.

We feel this business model will allow locals in Fairhope to experience a premium picnic while watching the sunset at the bay. The Southern Charm Picnic company sets up and cleans up all picnics. We always leave the areas we picnic in better than we found them. If the city allows for the picnic to be hosted in Utopia Park we will take the most pride in ensuring the park is well maintained in our area. In addition, we will be sure that our picnickers follow all city and state regulations. We currently have a contract that they sign stating they agree to follow city rules and regulations.

We have had locals reach out to request bay picnics at the pier. We have had to either move those picnics to the city of Orange Beach or let the customers know we could not host them at the Bay. We have followed the city and state guidelines and have not hosted any picnics for customers on a city or state land. We would like to secure this franchise agreement so we can keep locals and vacationers in the beautiful town of Fairhope to bring more revenue to the city.

We hope that you will see our business model as an added benefit to the city of Fairhope. We look forward to getting to know those city members in the town better. We will be joining the Chamber of Commerce and appreciate the opportunity to apply for a franchise agreement with the city.

All the best,
Monica Gray



Owner of the Southern Charm Picnic Company



ORDINANCE NO. _____

**AN ORDINANCE TO ESTABLISH A NON-EMERGENCY
DISCONNECT FEE FOR THE ELECTRIC DEPARTMENT
AND TO ADD TO CHAPTER 21, ARTICLE II, ELECTRIC,
FAIRHOPE CODE OF ORDINANCES.**

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

Section 1. The Code of Ordinances, City of Fairhope, Alabama, Chapter 21, Article II is hereby amended to reflect the following change and addition:

Article II. ELECTRIC

Section 21-29. Non-Emergency Disconnect Fee.

Non-Emergency Disconnect Fee \$ 100.00

Section 2. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs and sections, since the same would have been enacted by the municipality council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 3. This ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS THE 9TH DAY OF AUGUST, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

ADOPTED THIS THE 9TH DAY OF AUGUST, 2021

Sherry Sullivan, Mayor

ORDINANCE NO. _____

AN ORDINANCE TO ADD THE FAIRHOPE UTILITIES CURRENT SPECIFICATIONS FOR ALL SANITARY SEWER DESIGN WITHIN THE CITY OF FAIRHOPE CORPORATE LIMITS AND SUBDIVISIONS WITHIN THE PLANNING JURISDICTION

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

Section 1. The Code of Ordinances, City of Fairhope, Alabama, Chapter 21, Article IV is hereby amended to reflect the following change and addition:

Article IV. SEWERS

Section 21-58. Sanitary Sewer Specifications.

The Fairhope Utilities Current Specifications shall apply to all sanitary sewer design within the City of Fairhope Corporate Limits. Subdivisions within the planning jurisdiction of the City of Fairhope shall also comply with the Fairhope Utilities Current Specifications. A gravity fed sewer system shall be required unless a grinder pump system is specifically approved by the Water and Sewer Superintendent. Coordination with the utility shall be the responsibility of the developer.

Section 2. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs and sections, since the same would have been enacted by the municipality council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 3. This ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS THE 9TH DAY OF AUGUST, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

ADOPTED THIS THE 9TH DAY OF AUGUST, 2021

Sherry Sullivan, Mayor

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Corey Martin (Councilmember) of the City of Fairhope is hereby appointed to serve as the City Council's representative to fill the Board vacancy on the Community Action Agency of South Alabama.

ADOPTED THIS 9TH DAY OF AUGUST, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

I, the undersigned qualified and City Clerk of the City of Fairhope, Alabama do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the City Council of the City of Fairhope therein, at a regular meeting of such Council held on the 9th of August 2021, and that such resolution is on file in the City Clerk's Office.

Lisa A. Hanks, City Clerk

Date

RESOLUTION NO. _____

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

That the City of Fairhope awarded the bid for Six (6) Overhead Doors for Fire Station #3 on June 14, 2021 via Resolution No. 4118-21 to Bailey Door, Inc. (Bid Number 014-21); and it was determined at the time of ordering that the cost of the doors had been increased due to price increase of steel and materials for the doors.

[3] That the Governing Body of the City of Fairhope, Alabama, hereby repeals Resolution No. 4118-21, rescinds Bid No. 014-21 for Six (6) Overhead Doors for Fire Station #3; and authorizes staff to rebid.

Adopted on this 9th day of August, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



ZAH

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 19, 2021**

Re: **Request that the City Council rescind award of Bid 014-21 Six Overhead Doors for Fire Station #3.**

Lisa A. Hanks, MMC
City Clerk

On June 14, 2021 Resolution No 4118-21 was adopted for the procurement of six overhead doors from Bailey Door, Inc. in the amount of \$40,038.00. It was discovered at the time of **ordering** that the COST of the doors had been increased due to price increase of steel and materials for the doors (see attached) .

Kimberly Creech
City Treasurer

Please place on the next available City Council Agenda this recommendation to rescind Bid 014-21 and repeal Resolution No. 4118-21, and re-bid the doors.

Cc: file; J. Saraceno, Richard Johnson, Clint Steadham, Randy Weaver

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

Dee Dee Brandt

From: Sam Bailey <baileydoorinc@gmail.com>
Sent: Monday, July 19, 2021 4:20 PM
To: Dee Dee Brandt
Cc: John Saraceno
Subject: Re: Fire Station Doors

SENT FROM AN EXTERNAL ADDRESS

Dee Dee,

At the rate manufacturers are implementing price increases, it probably will be by the year's end. But as of today that is the **total cost increase for all six doors. It breaks down to \$718.00 per door.**

Sam

On Mon, Jul 19, 2021 at 3:56 PM Dee Dee Brandt <deedee.brandt@fairhopeal.gov> wrote:

Is that \$4308.00 PER DOOR??

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

6673.00 original per door
+ 718.00 increase

7391.00 each door
x 6

\$44,346
Original Bid: \$40,038.00

From: Sam Bailey <baileydoorinc@gmail.com>
Sent: Saturday, July 17, 2021 2:00 PM
To: Dee Dee Brandt <deedee.brandt@fairhopeal.gov>; Sam Bailey <baileydoorinc@gmail.com>
Subject: Re: Fire Station Doors

SENT FROM AN EXTERNAL ADDRESS

Dee Dee,

Sorry for the delay on paperwork, my DSM was having email issues. The cost increase on material comes out to \$4,308.00. Let me know if you need anything else for price increase.

Sam

On Fri, Jul 9, 2021 at 7:59 AM Dee Dee Brandt <deedee.brandt@fairhopeal.gov> wrote:

Thank you Sam, Yes please send the information.

Dee Dee Brandt

Purchasing Manager

City of Fairhope

251 928-8003

deedee.brandt@fairhopeal.gov

From: Sam Bailey <baileydoorinc@gmail.com>

Sent: Friday, July 9, 2021 7:47 AM

To: Dee Dee Brandt <deedee.brandt@fairhopeal.gov>; Sam Bailey <baileydoorinc@gmail.com>

Subject: Fire Station Doors

SENT FROM AN EXTERNAL ADDRESS

Dee Dee,

The door cost has gone up since the project was quoted, currently the manufacturer **has gone up 44% since the doors were quoted**. Please advise on the increased cost of material. I have requested documentation from the manufacturer to support the cost increase if you would like copies of documentation.

Sam

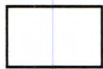
--

Rachel Bailey

Bailey Door, Inc.

(251) 937-0546

baileydoorinc@gmail.com



Virus-free. www.avg.com

--

Rachel Bailey

Bailey Door, Inc.

(251) 937-0546

baileydoorinc@gmail.com

--

Rachel Bailey

Bailey Door, Inc.

(251) 937-0546

baileydoorinc@gmail.com

Dee Dee Brandt

From: Sam Bailey <baileydoorinc@gmail.com>
Sent: Saturday, July 17, 2021 2:00 PM
To: Dee Dee Brandt; Sam Bailey
Subject: Re: Fire Station Doors
Attachments: Scan1899.pdf

SENT FROM AN EXTERNAL ADDRESS

Dee Dee,

Sorry for the delay on paperwork, my DSM was having email issues. The cost increase on material comes out to \$4,308.00. Let me know if you need anything else for price increase.

Sam

On Fri, Jul 9, 2021 at 7:59 AM Dee Dee Brandt <deedee.brandt@fairhopeal.gov> wrote:

Thank you Sam, Yes please send the information.

Dee Dee Brandt

Purchasing Manager

City of Fairhope

251 928-8003

deedee.brandt@fairhopeal.gov

From: Sam Bailey <baileydoorinc@gmail.com>
Sent: Friday, July 9, 2021 7:47 AM
To: Dee Dee Brandt <deedee.brandt@fairhopeal.gov>; Sam Bailey <baileydoorinc@gmail.com>
Subject: Fire Station Doors

SENT FROM AN EXTERNAL ADDRESS

Dee Dee,

The door cost has gone up since the project was quoted, currently the manufacturer has gone up 44% since the doors were quoted. Please advise on the increased cost of material. I have requested documentation from the manufacturer to support the cost increase if you would like copies of documentation.

Sam

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8585 Duke Boulevard
Mason, Ohio 45040-3101 USA
(513) 770-4800 · Fax (513) 770-3558

July 7, 2021

Dear Clopay Dealers,

The costs of steel, labor and freight have continued to climb steeply through May and June and are now significantly higher than prior to our last price increase. Therefore, we will be implementing the following incremental pricing actions effective July 9th, 2021. Prices, adjusted as a multiplier increase, will change as follows:

- All residential and commercial sectional models will increase 22%
- All rolling steel doors will increase 22%.
- Parts, Gold Bar and heavy hardware will increase 22%
- All entry doors will increase 10%
- All freight rates will increase by 6%
- Minimum and maximum freight rates will be increasing as well. Additional details to be provided ASAP.

Please see below for more information:

- Dealers who are NOT using iStore to place their orders by July 9th will automatically receive a manual order surcharge of 5.0%. Going forward, we will evaluate iStore usage on a quarterly basis and will eliminate the surcharge for each dealer that begins using iStore within the previous quarter.

To receive current pricing, all purchase orders must be released by July 9th for shipment within current stated lead times. After July 9th, all new and existing estimates will be re-priced to include all previously announced increases. You can click on the link below for a shorter version of this letter which can be shared with your customers as necessary.

CLOPAY 7/7/21 PRICE ANNOUNCEMENT

We certainly understand the challenges and frustration associated with the current environment. Supply chain issues and rapid inflation continue to test our entire industry. The circumstances are unfortunate, but we all need to implement the actions necessary to protect our businesses. As always, we appreciate your understanding and partnership as we work through this together.

Sincerely,

A handwritten signature in black ink that reads 'Mike Taylor'. The signature is written in a cursive, flowing style.

Mike Taylor

Chief Commercial Officer
Clopay Corporation



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May 14, 2021

Dear Clopay Dealers,

All the challenges that we have communicated in our previous letters persist as commodity prices and labor costs continue to rise and supply chains in our industry remain very strained. We are working diligently to mitigate the rising costs and secure all the materials and labor necessary to meet demand, but the cost inflation affecting every aspect of our business is simply too great for us to absorb.

Therefore, we will be implementing the following incremental pricing actions effective June 14, 2021.

Prices, adjusted as a multiplier increase, will change as follows:

- Most residential and commercial sectional models will increase 18%
- Canyon Ridge models will increase 15%
- Residential and commercial full-view aluminum sectional models will increase 15%
- For price increases on Rolling products, [click here](#).
- Parts, finishing multipliers, Gold Bar and heavy hardware will increase 15%
- All entry doors will increase 10%

Please see below for additional details and criteria:

- Dealers that are NOT using iStore to place their orders by June 11 will automatically receive an additional 1.0% increase on top of the percentages listed above. Going forward, we will evaluate iStore usage on a quarterly basis and will eliminate the additional 1% increase for each dealer that begins using iStore within the previous quarter.

To receive current pricing, purchase orders must be released prior to June 15 for shipment within the stated lead times.

- Estimates over \$15,000 will be honored if the purchase order is received by Clopay prior to June 30, 2021 for immediate shipment within stated lead times. Unfortunately, the severity of these increases prohibits Clopay from honoring pricing beyond stated lead times.
- After June 15, 2021, a new estimate will be required if any changes or revisions are made to the qualifying estimate stated above. Please consult the CIA or your primary customer service contact with questions.

As always, your Clopay team values your business and appreciates your understanding and partnership. Please reach out to your primary contact if you have any questions. We would be happy to share additional information and justification to support these necessary pricing actions. Our entire team wishes you a safe and prosperous 2021, as we all look forward to conditions normalizing later this year.

Best Regards,

Mike Taylor
Chief Commercial Officer, Clopay

Pat Lohse
VP Marketing

Vinney Strong

From: Clopay Marketing <clopaymarketing@clopay.com>
Sent: Thursday, March 18, 2021 2:15 PM
To: BPC Marketing Release
Subject: A Letter from Mike Taylor and Pat Lohse

[View this email in your browser](#)



8585 Duke Boulevard
Mason, Ohio 45040-3101 USA
(513) 770-4800 · Fax (513) 770-3558

March 18, 2021

Dear Clopay Dealers,

As we enter the spring season and vaccines become widely available across the country, we hope that you, your family and your team are doing well. Here at Clopay, we continue to navigate through challenge after challenge as we advance deeper into 2021. While we look forward to putting the COVID-19 pandemic behind us, unprecedented demand, skyrocketing commodity prices, disrupted supply chains, spring shortages, historic weather events and their resulting chemical shortages, and an incredibly tight labor market will continue to challenge our entire industry over the coming months.

In our two previous letters regarding pricing, we emphasized that the situation relative to raw material costs was continuing to evolve. Unfortunately, we have seen even more dramatic cost escalation since our last communication in January. Steel continues its upward trajectory to levels we have never seen before; it is up almost 130% since last summer and up almost 20% since January. In addition, the weather events in Texas have completely disrupted the supply chain for chemicals required to produce the insulation and plastic materials used in garage door manufacturing. Demand for these items was exceptional and supplies were already tight prior to the weather events. This confluence of conditions is driving major incremental cost increases across our supply chain related to these chemicals. Labor, aluminum, fuel, and other costs continue to escalate as well.

We are very sensitive to the fact that price increases create challenges for our businesses. While we would greatly prefer to focus on other productive priorities and initiatives, the reality is that we are operating in the most unique and challenging business environment that most of us have ever seen. The reality is that this cost inflation is here today and it is absolutely essential for us to pass on these additional costs. We believe that it is absolutely essential that you pass these costs on as well. Consumers, general contractors, and builders all watch the news and should be aware that the garage door industry is not alone in facing these challenges. Collectively, we have worked tirelessly to provide essential products and services to our valued customers and simply cannot afford to absorb cost increases of this magnitude. Therefore, we will be implementing the following incremental pricing actions effective **April 15th, 2021**. Prices, adjusted as a multiplier increase, will change as follows:

- All Intellicore® residential and commercial sectional models and entry doors will increase 6.4%.

- All other residential and commercial sectional models will increase 5.1%.
- Parts, finishing multipliers, Gold Bar and heavy hardware will increase 5.1%.
- All rolling steel doors will increase 6.0%.

Please see below for additional details and criteria:

- Dealers that are currently NOT using iStore to place their orders will have a 30 day grace period to begin using this valuable tool. Please note that iStore has recently been updated and optimized so that it can also be used on mobile devices. On May 15, dealers who are still not using iStore will automatically receive an additional 1.0% increase on top of the percentages listed above. Going forward, we will evaluate iStore usage on a quarterly basis and will eliminate the additional 1% increase for each dealer that begins using iStore within the previous quarter.
- In addition, please note that by using iStore, you will automatically receive the standard 1% discount on all orders placed thru the system. This means that using iStore can save you a total of 2%!! Hands-on and video training sessions are available to all dealers for iStore.
- To receive current pricing, orders must be placed prior to April 15 for shipment within the stated lead times on that date.
- Estimates over \$15,000 generated prior to April 15, 2021 will be honored if the purchase order is received prior to April 15, 2021. Awarded orders must be released by June 30, 2021.
- After April 15, 2021, a new estimate will be required if any changes or revisions are made to the qualifying estimate stated above. Please consult the CIA or your primary customer service contact with questions.

As always, the Clopay team values your business and appreciates your understanding and partnership. Please reach out to your primary contact if you have any questions. We would be happy to share additional information and justification to support these necessary actions. Our entire team wishes you a safe and prosperous 2021, as we look forward to more normal times.

Best Regards,



Mike Taylor
Chief Commercial Officer



Pat Lohse
VP Marketing



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USA

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RESOLUTION NO. 4118-21

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

[1] That the City of Fairhope did request, receive, and open bids for Six (6) Overhead Doors for Fire Station #3 (Bid Number 014-21).

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

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

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

Adopted on this 14th day of June, 2021


Jack Burrell, Council President

Attest:


Lisa A. Hanks, MMC
City Clerk

**ITEM IX
BID RESPONSE FORM**

Date: 5-3-2021

Bid No. 014-21 /SIX OVERHEAD DOORS FOR FIRE STATION 3

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 this contract and scope of work.

The owner agrees to provide the following materials: NONE

The City of Fairhope does not guarantee that the City will procure any set quantities. This Bid will be **awarded** by Contract and the number associated with the Contract should be noted on any invoice submitted to the Accounts Payable for this procurement.

The Bid Form must be filled out completely.

Delivery Lead Time (ARO): 56-63 Days

Lead time for installation: 8-10 Days

We propose to meet or exceed the bid specifications for the sum of:

Price per door including installation \$6,673.00 x 6 = \$ 40,038.00

VENDOR COMPLIANCE WITH SCOPE OF WORK: yes no

If there are any deviations to the contract and scope of work, please denote it as such in your bid and indicate where exceptions are being taken.

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

<u>ADDENDUM NO.</u>	<u>DATE ISSUED</u>	<u>ADDENDUM NO.</u>	<u>DATE ISSUED</u>
<u>1</u>	<u>5-7-2021</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

Each proposal must give the full business address of the proposer and must be signed by him / her with his / her usual signature. Proposals by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Proposals by Corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the President, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A proposal by a person who affixes to this signature the word "president", "secretary", "agent" or other designation without disclosing his principal, may be held to be the proposer of the individual

RESOLUTION NO. ____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council authorizes and approves the hiring of a new Police Dispatch position to allow the current Police Dispatcher who is retiring (Cheryl Lebeaux who has been employed with the City for 13 years) to train the new employee prior to her retirement at the end of September. This will be beneficial to the City as well as the new hire.

ADOPTED THIS 9TH DAY OF AUGUST, 2021

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

POLICE DISPATCHER

REPORTS TO: Assigned Lieutenant, Police Chief

PAY GRADE: 20

BASIC PURPOSE OF THE POSITION

The purpose of this position is to monitor radios and telephones, receives complaints, emergency and non-emergency calls, and relay information to patrol units.

The Dispatcher is responsible for handling emergency calls within the Police Department. Their work requires dedication to public service often made difficult by emotional and physical stress of events. The Dispatcher position carries a huge amount of responsibility as the lives and safety of the police officers lies in their hands. Work involves dealing with the public through personal contact, telephone, and radio communications. Work is performed in accordance with department rules and regulations.

ESSENTIAL FUNCTIONS AND RESPONSIBILITIES

Monitors assigned radio frequencies and telephones lines, both emergency and non-emergency.

Monitors closed circuit television systems, alarm systems and other communication equipment.

Receives complaints over the radio, telephone or via the department lobby.

Relays complaints and requests for assistance to patrol units, fire/rescue, ambulances and other service departments.

Relays any necessary information to patrol units (vehicle registration, license information, warrant information, etc.).

Maintains contact with police patrol units and dispatched fire personnel and remains aware of their locations.

Remains calm, alert and focused at all times. Does not leave the radio room unattended.

Documents all radio and telephone traffic into the Computer Aided Dispatch (CAD) system.

Documents all complaints and calls for service in CAD.

Maintains logs on rotation wreckers, alarms, driver's histories and criminal histories.

Monitors teletype/NCIC computer for important state, regional and national broadcast.

Sends administrative messages to other local, state and national law enforcement agencies.

Enters stolen vehicle, stolen property, warrants and missing person information into the computer.

Obtains criminal histories, driver's histories, vehicle registrations and other information for authorized personnel in accordance with established procedures.

Enters complaints and other necessary records into the records management system.

Provides for upkeep/housekeeping of the radio room.

Ensures radio room is clean prior to relief.

Cleans equipment as appropriate.

Attends classes and training sessions on job related skills.

Maintains uniform and equipment in clean working order.

Controls access to radio room and allows entry to authorized personnel only.

Controls access of electronically/remote activated door security systems.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Basic knowledge of math.

Knowledge of jurisdiction, its buildings and road system.

Ability to communicate with supervisors, co-workers, court personnel, and the general public in a courteous, professional manner.

Ability to clearly and neatly complete routine reports, compose letters, maintain records and files.

Ability to reading skills to read and understand written reports, rules and regulations, policies and procedures and to read computer screens/printouts.

Ability to operate radio/telephone/computer and other office equipment.

Ability to learn of local, state, and federal laws and court procedures.

Ability to learn department rules, regulations, policies and procedures.

Ability to learn of radio codes.

Ability to learn disaster and emergency procedures.

Ability to remain calm and perform efficiently during emergencies.

Ability to learn principles, practices and procedures of dispatching.

Ability to work independently without close supervision.

Ability to be NCIC certified or willing/able to do so.

EDUCATION, EXPERIENCE AND TRAINING

Graduation from a standard senior high school or GED;

Required to undergo and successfully complete a 6-month training program with a Communication Training Officer.

Special Requirement

Possess an Alabama Criminal Justice Information System computer diploma or be willing/able to obtain same.

Possess a valid Alabama driver's license.

EXTENT OF PUBLIC CONTACT

Work as a Dispatcher requires regular public contact with a high degree of tact, judgment, and technical knowledge. It also requires constant contact with court personnel and members of other Law Enforcement agencies.

PHYSICAL DEMANDS

See well enough to read print without error, corrective lenses are acceptable.

Hear well enough to communicate in person, on telephone and radio, hearing aid acceptable.

Speak well enough to address groups of two or more people and/or communicate via telephone/radio.

Use of fingers and hands to write, use telephone/radio, and computer/typewriter.

Body movement or mobility to move about the office and use filing cabinets unassisted.

Height/weight ratio must not adversely affect job performance.

Physical endurance to work under stressful and hectic situations.

RESOLUTION NO. _____

**ADOPTING THE 2021 BALDWIN COUNTY MULTI-HAZARD MITIGATION PLAN
IN FULFILLMENT OF THE FEDERAL DISASTER MITIGATION ACT OF 2000 AND THE
LOCAL MITIGATION PLAN REQUIREMENTS OF 44 C.F.R. SECTION 201.6 AND FEMA LOCAL
HAZARD MITIGATION PLANNING GUIDANCE**

WHEREAS, the Baldwin County Commission recognizes the threat that natural hazards pose to people and property within Baldwin County; and

WHEREAS, the Baldwin County Commission has prepared a multi-hazard mitigation plan, hereby known as 2021 Baldwin County Multi-Hazard Mitigation Plan in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the 2021 Baldwin County Multi-Hazard Mitigation Plan, approved pending adoption by FEMA on July 21, 2021, identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Baldwin County from the impacts of future hazards and disasters; and

WHEREAS, said mitigation plan addresses all natural hazards deemed to threaten property and persons within the unincorporated and incorporated areas of Baldwin County; and

WHEREAS, the Alabama Emergency Management, acting as the State Administrating Agency for the FY 2014 Pre-Disaster Mitigation Grant (PDM) program awarded a PDM planning grant to the South Alabama Regional Planning Commission (SARPC) to fund 75% of the total cost of the revision of this five year plan for all jurisdictions within its planning district; to include Baldwin County; and

WHEREAS, the 2021 Baldwin County Hazard Mitigation Plan has been prepared in accordance with FEMA guidance and DMA 2000 requirements under the direction of the Baldwin County Hazard Mitigation Planning Committee, which included representatives from all jurisdictions within Baldwin County, and with the support of the Baldwin County EMA, on behalf of all jurisdictions within Baldwin County; and

WHEREAS, the Federal planning criteria requires formal adoption of the FEMA-approved plan update by each participating jurisdiction; and

WHEREAS, under the FEMA mitigation planning guidance, it is stated that the countdown to the next five year required revision of the plan begins once the first jurisdiction formally adopts the plan; and

WHEREAS, adoption by the Baldwin County Commission demonstrates their commitment to the hazard mitigation and achieving the goals outlined in the 2021 Baldwin County Multi-Hazard Mitigation Plan.

NOW THEREFORE, BE IT RESOLVED that the 2021 Baldwin County Multi-Hazard Mitigation Plan is hereby adopted and immediately made effective.

Adopted and Approved this 9th day of August, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

WHEREAS, the City of Fairhope is desirous of providing a near-site medical clinic and health management program for its employees and those enrolled in the City's health plan, including covered spouses, dependents, and retirees; and

WHEREAS, the City Council is hopeful that providing this clinic and health management program will save time and money for the employees as well as the City.

NOW BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby authorizes Mayor Sherry Sullivan to execute the Client Services Agreement between the City of Fairhope and Symbol Health Solutions, LLC in order to provide a near-site medical clinic and health management program for its employees and those enrolled in the City's health plan, including covered spouses, dependents, and retirees.

DULY ADOPTED THIS 9TH DAY OF AUGUST, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Council Meeting 8/9/2021

Agreement between the City of Fairhope and Symbol Health Solutions, LLC for Employer sponsored on-site clinics and health management

Recommendation:

Authorize the Mayor to execute an Agreement with Symbol Health Solutions, LLC for employer-sponsored health care clinic and health management programs for employees who are enrolled in the City of Fairhope's health plan.

The term of this agreement shall be for three (3) years commencing on the first day that Symbol provides services to a member pursuant to the Agreement. Unless either City of Fairhope or Symbol provides written notice of non-renewal to the other party at least sixty (60) calendar days prior to the end of the initial term or of any renewal term. This agreement shall be automatically renewed for additional two (2) year periods, subject to acceptable changes in remuneration of any renewal periods.

Compensation:

City of Fairhope will pay Symbol \$89 per encounter.

Prescription medication dispensing fee: City of Fairhope will pay Symbol for generic medications purchased for dispensing through the clinics member patients at an aggregate rate equal to or less than the then existing rates provided by the vendor selected through the City of Fairhope's pharmacy benefit manager (PBM) and as calculated by the average cost of generic therapy per day.

Health Management: City of Fairhope pays Symbol an amount equal to \$12 per participant per month and plus \$32 per coaching encounter for services related to its health management program.

Symbol Health Solutions
CLINIC SERVICES AGREEMENT

In order for the City of Fairhope, AL ("Client") to provide a near-site medical clinic and health management program for its employees and those enrolled in Client's health plan ("Plan"), including covered spouses, dependents, and retirees ("Members"), Client and Symbol Health Solutions, LLC ("Symbol"), an Alabama limited liability company, agree as follows:

ARTICLE I

SERVICES, FACILITY, EQUIPMENT & INSURANCE

- 1.1. **Services.** Client will provide Symbol a start date at which time Symbol will commence with the operation of the City of Fairhope's Clinic ("Clinic"), which shall provide episodic primary and preventive care (PC) for eligible members who establish themselves as Symbol Health patients ("Patients") and health management (HM) services including lifestyle and behavioral coaching to Members who choose to participate in Symbol's proprietary Symbol Health Management Program ("Participants"). Such PC and HM encounters shall be delivered in a manner described herein below.
- 1.2. **Clinic Services.** Symbol shall, at its sole expense, provide a staff of medical professionals ("Medical Staff") to provide PC to its Patients and HM to its Participants (described herein below) on a non-surgical, non-emergency, episodic and routine basis. The Medical Staff shall, at a minimum, consist of a board-certified physician supervisor ("Physician"), Physician Assistant(s)/Nurse Practitioner(s), nurses, Medical Assistants, and clerical/administrative personnel. Members of the Medical Staff shall at all times during the term of this Agreement be licensed by the State of Alabama as required by its respective governing bodies. The Physician shall serve as Medical Director of the Clinic and shall supervise mid-level medical provider(s). Symbol shall appoint a mid-level medical provider as Clinic Director to supervise Clinic staff. Symbol shall also appoint a Client Services representative who shall be Symbol's primary liaison with Client and who shall report directly to Client's designee regarding management of the Clinic. Client shall allow Members to visit the Clinic without clocking out or incurring any deductions for paid time off.
- 1.3. **Symbol Health Management Program.** Client shall make past and current health claims data available as requested by Symbol. Symbol, through a secure third-party health data analytics platform, shall analyze data obtained through biometric screenings and Plan's past claims data to stratify Member's individual health risks. Client shall allow Symbol to provide year-round HM programs, beginning no later than January 1, 2022, by utilizing clinical and behavioral coaching for Participants, particularly those identified as having elevated risks for future claims. Client agrees to provide financial incentives to Participants, allow Participants

to receive HM services provided by Symbol without clocking out, and shall otherwise encourage Participants to attend HM sessions, leveraging communication aids provided by Symbol's Marketing and Communication Department. A "Participant" shall be defined as a Member who has undergone a biometric screening and signed the HM program enrollment form. Client understands that until the participant has signed the "opt-out" form, the client will continue to be invoiced for all participants.

- 1.4. **Member Communication.** Client shall make eligible Member personal contact information available as requested by Symbol. Symbol shall, at its sole expense, communicate directly with eligible Patients for the purpose of informing Client's Members of Clinic services, health education, wellness challenges, and other information personalized to the unique health risks of individual Members. Symbol's communication methods may include email, social media, patient portal messages, text message, clinic posters, brochures, flyers, handbills, newsletter articles, and Client intranet posts. Any direct mail letters or postcards bearing Symbol health and/or wellness education, Clinic service information, or Patient health information shall be mailed to Members at Client's expense, with the sole exception of letters as required by the Alabama Department of Public Health. Symbol will honor Patient opt-out requests to terminate direct electronic communication within 10 business days, in accordance with CAN-SPAM laws.
- 1.5. **Clinic Reporting.** Symbol shall produce aggregate reports to depict Program's progress utilizing health risk parameters and claims data analysis and shall deliver such reports to Client on an annual basis and at other times as requested by Client.
- 1.6. **Onsite Medication Dispensing.** Subject to Alabama laws and regulations and based upon the past utilization of medications derived from an analysis of the Client's claims data, the Client's then-current formulary, along with feedback from Client, Symbol shall order pre-packaged generic medications, according to a pre-determined closed formulary, as well as a limited number of brand and specialty medications to be dispensed from the Clinic by the Medical Staff to Patients based upon the Medical Staff's prescription for such medications. Symbol shall maintain adequate inventory of such medications to meet the anticipated demand ("Medicine Inventory") for medications to be dispensed at the Clinic.
- 1.7. **Offsite Laboratory Testing.** Certain laboratory tests ordered by Medical Staff (listed Symbol's closed formulary) shall be performed by an offsite, qualified laboratory selected by Symbol, and other "point-of-care" tests shall be performed onsite by Medical Staff. Symbol Medical Staff collect test samples prior to sending specimens to a designated offsite laboratory. Once testing is complete, reports will be made available to the Patients for their own access and use through a secure Patient Portal and/or made available through referral to other physicians if requested by Patient or Client. Medical Staff will explain test results as they deem necessary and/or as requested by Patient.
- 1.8. **Physical Facility.** Client shall provide Symbol access to and use of the building located at _____, Fairhope AL 36532 ("Facility") for operation of the Clinic. Client is responsible for providing regular janitorial service, nearby dumpster, landscaping, sidewalks, handrails,

ramps, and required number of parking spaces all in compliance with the Americans with Disabilities Act utilities and VOIP telephone at each work station, efax, internet access via fiber connection, with a minimum speed of 25x25 or a business class internet circuit source with speeds no less than 10x2mbs. All structured cabling, "CAT6" preferred, "CAT5e" acceptable, must be terminated and lines must be pulled to a secure closet or room in a Symbol-only occupied space and its workstations. Symbol will be responsible for the handling and disposal of any and all materials subject to any regulatory rules or guidelines, including the disposal of any and all medical waste or other medical materials. Symbol shall be solely responsible for implementing appropriate safeguards to secure all medications and medical records located in the Clinic.

- 1.9. **Medical Equipment, Furnishings, and Disposable Non-Patient Supplies.** Symbol, at its sole cost and expense, shall provide all medical equipment, furniture, and fixtures necessary to operate the Clinic. Symbol shall be responsible for ordering and maintaining adequate amounts of disposable non-patient medical supplies used at the Clinic and Client shall reimburse Symbol, on a cost pass-through basis, all costs of supplying such disposable medical supplies.
- 1.10. **Scheduling of Services.** Services shall be available at the Clinic on a schedule that accommodates the Client's work calendar with an initial 20 hours of operation, Monday through Friday, subject to a mutually approved schedule to maximize utilization. Scheduling will be made by appointment and, to the extent that space on the schedule is available, walk-ins will be accommodated. Billable appointments will be made using 20-minute time slots.
- 1.11. **Standards of Medical Staff Performance.** Symbol covenants as follows:
 - a. Medical Staff shall perform all medical services in a manner consistent with all applicable laws and regulations and in a professional manner consistent with accepted standards of medical care prevailing in the local medical community at the time of treatment. Physician shall supervise the performance of the medical services provided by the Medical Staff in a manner consistent with all applicable laws and regulations.
 - b. Medical Staff shall comply with all applicable laws and regulations with respect to the licensing and the regulation of physicians, the privacy of patients, any other rights of patients or the practice of medicine, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as applicable, and any other laws relating to employment matters and environmental safety.
 - c. Physician shall maintain, during the term of this Agreement, appropriate credentials including:
 1. A duly issued and active license to practice medicine and prescribe and dispense medications in the State of Alabama;
 2. Good standing with his or her profession and state professional association;
 3. The absence of any license restriction, revocation, or suspension;

4. The absence of any involuntary restriction placed on his or her federal DEA registration; and
 5. A duly issued and active Registration or Collaborative Agreement for the Physician for the oversight of Medical Staff members, as necessary.
- d. All non-physician members of Medical Staff shall maintain, during the term of this Agreement, appropriate credentials including:
1. A duly issued and active license to practice his or her specific category of medical provider in the State of Alabama if allowed by law for his or her specific medical provider category, to prescribe and dispense medications in the States of Alabama.
 2. Good standing with his or her profession and state professional association;
 3. The absence of any license restriction, revocation, or suspension;
 4. The absence of any involuntary restriction placed on his or her federal DEA registration, if applicable; and
 5. A duly issued and active Registration or Collaborative Agreement covering all services provided to Members by the non-physician Medical Staff member, as necessary.
- e. Symbol shall immediately remove and promptly replace any member of the Medical Staff who has his or her professional license restricted, revoked, or suspended, has committed, or is charged with the commission of a felony, is no longer in good standing with his or her professional or state licensing authority or is denied or loses professional liability insurance coverage.
- f. Symbol further agrees to notify Client promptly in writing if any Medical Staff member becomes subject to any material litigation, investigation, or regulatory proceeding with regard to medical malpractice or any other medical regulatory issues.

1.12. Insurance.

- a. Symbol shall at its sole cost and expense maintain, throughout the term of this Agreement, professional liability insurance covering the errors and omissions of the Medical Staff with a carrier rated at least A- or better by A.M. Best in the minimum annual coverage amounts of \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. Symbol shall provide Client proof of such professional liability insurance maintained by the Medical Staff in accordance with paragraph (c) below.
- b. Symbol shall, at its sole cost and expense, obtain and maintain in full force and effect, during the term of this Agreement, with a carrier rated at least A- or better by A.M. Best, the following insurance coverage: (i) workers' compensation insurance as required by the law of the State of Alabama; and (ii) commercial general liability insurance with a \$1,000,000 per occurrence and a \$3,000,000 general aggregate.
- c. Concurrent with the execution of this Agreement, Symbol shall provide Client with certificates of insurance evidencing the coverage required by this Section 1.10 above. The

certificates shall provide 30 days written notice of cancellation or nonrenewal of the coverages named in said certificates. Client will be named as an additional insured under Symbol's general liability insurance.

- d. Any subcontractors or other independent contractors of Symbol hired to provide or assist with any of the services contemplated by this Agreement shall be covered under the foregoing insurance policies, or such subcontractor or other independent contractor shall provide upon request written proof to Symbol and Client of such subcontractor's or independent contractor's insurance coverage meeting the foregoing requirements that will evidence waivers of subrogation in favor of Symbol and the Client and be made available upon request.

1.13. Relationship of Parties.

- a. Symbol and Client are independent of one another in the performance of this Agreement and shall not be considered or permitted to be an agent, servant, joint venture, or partner of the other. All persons furnished, used, retained, or hired by or on behalf of Symbol shall be solely the employees or agents or designees of Symbol. Symbol agrees that it (i) is responsible for payment of any kind and all unemployment, social security, and other payroll taxes for its employees and agents, as applicable, including any related assessments and contributions required by law; and (ii) will assure by contractual provisions that any subcontractors and/or their designees shall provide that they shall be solely responsible for payment of any and all applicable unemployment, social security, and other payroll taxes for their employees and agents, to the same extent as set forth in (i) from this same paragraph.
- b. Symbol and its employees shall abide by, and Symbol shall cause its contractors to agree to abide by, any and all federal and state laws in connection with any regulated employment practices throughout the term of this Agreement and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.
- c. Physician shall be solely responsible for his or her actions and/or omissions, as well as the actions and/or the omissions of any agent or any employee used by such Physician in connection with providing the Medical Services contemplated by this Agreement. Neither Client nor Symbol shall have any control or involvement in the independent exercise of medical judgment by the Physician and/or any nurse or other Health Professional.
- d. Symbol hereby agrees to indemnify, defend, and hold harmless the Client, its officials, representatives, agents, servants, and employees, from and against any and all claims, losses, damages, expenses, attorney fees, demands, suits and causes of action of every kind and character and all other liabilities ("Claims") arising out of or in any way incident to, related to or in connection with (i) breach of any representation, warranty, covenant or agreements set forth in this Agreement, (ii) the provision of services contemplated by this Agreement, (iii) any claim of wrongdoing or action or inaction by Physician or Medical Staff

or (iv) anything related to the activities at the Clinic except to the extent such Claim arises from the negligent actions or inactions of Client which are not within Symbol's reasonable control.

1.14. **Other Licensed Health Professionals.** Client agrees and acknowledges that Physician may from time to time have other Health Professionals, as defined in the next sentence, assist Medical Staff and/or replace Physician during his or her regularly scheduled times at Clinic. "Health Professional" shall mean a duly licensed medical doctor, licensed Physician's Assistant, or Licensed Nurse Practitioner.

1.15. **Medical Records.**

- a. Patient information is gathered through a third-party electronic health records system. Symbol will utilize only such third parties that support rigorous industry and regulatory standards and that will maintain responsibility for the security of Patient health and personally identifiable information. Symbol shall maintain all medical records, X-rays or other imaging materials, slides, and medical data records relating to Patients ("Records") with respect to all of the Patients and shall maintain such Records in a professional manner consistent with the accepted standards of medical practice and in compliance with HIPAA privacy and security standards. All Records maintained by Symbol in connection with this Agreement, except as otherwise provided by law, shall be the sole property of Symbol.
- b. Symbol shall retain the Records relating to each Patient for the following described periods:
 1. In the case of any Patient who is at least 18 years of age as of the date that Symbol begins operating the Clinic or five (5) years from the anniversary date of the last patient encounter (or any longer period hereafter required by applicable state or federal law);
 2. In the case of any Patient who is under the age of 18 as of the date, that Symbol begins operating the Clinic, until the patient has reached an age of 21 years, or five (5) years from the anniversary date of the last patient encounter, whichever is later (or any longer period hereafter required by applicable state or federal law); and
 3. After the expiration of the applicable time period described in clauses (1) and (2), Symbol shall dispose of the Records in a manner maintaining patient confidentiality and in accordance with applicable laws and regulations and standards of professional ethics governing the disposition of patient medical records.
- c. Symbol shall, and shall require all its employees, subcontractors, and agents to, comply with and recognize all confidentiality and non-disclosure requirements that apply to the Client and the Plan, specifically including the privacy and security requirements of HIPAA, and the regulations promulgated thereunder, and applicable state requirements. Symbol shall comply with the policies adopted by the Client and Plan for access to and disclosure of protected health information (as defined in HIPAA) and the Business Associate Agreement provisions attached and incorporated herein as Exhibit A.

ARTICLE II

Compensation

- 2.1. **Monthly Encounter Fee.** Client shall pay Symbol \$89 per Encounter. Client shall send funds via ACH to a bank account designated by Symbol, the amount due based on Symbol's monthly invoice, which shall be delivered no later than 10 days following the last day of the previous month, and the ACH shall occur no later than 15 days following such invoice. Such invoice shall indicate the number of Encounters and other items listed in Sections 2.2, 2.3, 2.4, 2.5, and 2.6 below.
- 2.2. **Prescription Medication Dispensing Fee.** Client shall pay Symbol for generic medications purchased for dispensing through the Clinic to Clients Member Patients at an aggregate rate equal to or less than the then existing rates provided by the vendor selected through the Client's pharmacy benefit manager (PBM) and as calculated by the average cost of generic therapy per day (ACT), it being understood that the price Symbol charges for a specific medication may be more or less what the Client pays through its PBM. Client shall pay Symbol for brand medications on a cost pass through basis with no mark-up. Invoicing for such medications shall be delivered and paid in the same manner as that described in paragraph 2.1.
- 2.3. **Injectable Medication Fee.** Client shall reimburse Symbol for injectable medications, including vaccines, at Symbol's cost, plus a 15% handling fee. Invoicing for all medications shall be delivered and paid in the same manner as that described in Section 2.1.
- 2.4. **Lab and Patient-Specific Disposable Medical Supplies.** Client shall reimburse Symbol for all fees associated with lab tests and disposable medical supplies purchased for patient care at the Clinic. Symbol shall bill Client for such labs and supplies on a monthly basis as a cost pass-through plus a 15% handling fee. Invoicing for such labs and supplies shall be delivered and paid in the same manner as that described in paragraph 2.1.
- 2.5. **Annual Health Risk Screenings.** Client shall pay Symbol all fees associated with the annual health risk screenings on a cost pass-through basis. Costs associated with each screening are dependent upon the logistics, numbers of hours, and number of people screened. Invoicing for such screenings shall be delivered and paid in the same manner as that described in paragraph 2.1.
- 2.6. **Health Management Fee.** Client shall pay Symbol an amount equal to \$12 per Participant per month and plus \$32 per coaching encounter for services related to its Health Management program. Participants may elect to opt-out of Symbol's HM programs at any time, and Symbol shall cease invoicing Client for such Participants in the month immediately following the month such Participant opts-out.
- 2.7. **Access and Audit.**

- a. Subject in all respects to applicable patient privacy laws and regulations throughout the term of this Agreement, Client shall have the right to enter the Clinic at all times upon reasonable advance notice to Symbol.
- b. Subject in all respects to applicable patient privacy laws, regulations, throughout the term of this Agreement, Symbol shall provide to Client, upon Client's reasonable request, supporting documentation to enable Client to verify the number of Encounters and the dispensation/injection of medicines for which Symbol bills Client.

ARTICLE III

TERM and TERMINATION

- 3.1. **Term.** This Agreement shall be for a term of three (3) years commencing on the first day Symbol begins providing services to Patients, subject to earlier termination in accordance with this Agreement. Unless either Client or Symbol provides written notice of non-renewal to the other party at least 60 calendar days prior to the end of the initial term or of any *renewal term*, *this Agreement shall be automatically renewed for additional two- year periods and is subject to mutually acceptable changes in remuneration for any renewal periods.*
- 3.2. **Termination by Symbol.** Either party may terminate this Agreement for cause upon notice of default under this Agreement and fail to cure such default within 15 days after written notice thereof of a payment-related default. but no such termination shall relieve Client of any amounts then due Symbol under this Agreement.
- 3.3. **Termination by Client.** Client may terminate this Service Agreement if Symbol shall default under its obligations under this Agreement and fails to cure such default within thirty (30) days of written notice of such default. In addition, the Client shall have the right to terminate this Agreement, with or without cause or hearing, by giving ninety (90) days written notice to Symbol. In the event the Client terminates this Agreement without cause, the Client shall pay Symbol a separation fee in an amount equal to two months' payments based on the average monthly payments made by the Client for the previous twelve months. The separation fee will be paid and prorated as follows: (1) if the termination without cause occurs in the first year of the term, the Client shall pay an amount equal to two months payments as set forth above; (2) if the termination without cause occurs in the second year of the term, the Client shall pay an amount equal to 66.66% of the two months payments as set forth above; and (3) if the termination without cause occurs in the third year of the term, the Client shall pay an amount equal to 33.33% of the two months payments as set forth above. The Client shall not be required to pay any other amounts, fees or costs related to the termination of this Agreement.
- 3.4. **Effect of Expiration on Termination.** The expiration or the termination of this Agreement shall not affect the obligation of the Client to pay compensation to Symbol for outstanding invoices to Symbol for the period prior to such expiration or termination and shall not affect the

obligation of Symbol to provide monthly reports for the period prior to the expiration or such termination.

- 3.5. **No Engagement of Medical Staff.** In the event of any termination of, or the expiration of this Agreement, for a period of one (1) year following the effective date of the termination of the Agreement, Client shall not hire or engage the onsite professional healthcare services of Medical Staff providing services pursuant to this Agreement at the time of such termination, unless this provision is waived by Symbol.

ARTICLE IV

MISCELLANEOUS

- 4.1. **Notice.** All notices and other communications permitted or required pursuant to this Agreement shall be in writing, addressed to the party at the address set forth at the end of this Agreement or to such other address as the party may designate from time to time in accordance with this Section 4.1. All notices and other communications shall be (a) mailed by certified or registered mail, return receipt requested, postage pre-paid, (b) personally delivered, or (c) sent by a nationally recognized overnight courier. Notices mailed pursuant to this Section 4.1 shall be deemed given as of three days after the official U.S. Postmark date and notices personally delivered shall be deemed given at time of receipt. Notices sent by telecopy with receipt confirmation shall be deemed received one day thereafter.

If by mail to Client: Name
 Street
 Fairhope, AL 36532

If by mail to Symbol: Michael G. Molyneux, President/CEO
 3765-A Government Boulevard
 Mobile, AL 36693

- 4.2. **Entire Agreement.** This Agreement constitutes the entire agreement between the Client and Symbol with respect to the subject matter hereof and supersedes all prior agreements. This Agreement shall not be amended or waived, in whole or in part, except in writing signed by both the Client and Symbol
- 4.3. **Governing Law.** This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Alabama, without giving effect to its conflict of laws provision. Legal action arising out this agreement shall be filed in the Circuit Court of Baldwin County, AL.
- 4.4. **Non-Disclosure.** The parties expressly acknowledge that during the term of this Agreement, each party and its owners, employees, contractors, and agents could have access to trade secrets, proprietary information, and confidential information of the other and its affiliates, as it reasonably pertains to clinic operations, which shall include the following: strategic and

business plans, business methods and practices, financial information, marketing information and techniques, data on suppliers and referral sources, and all marketing materials that include the name and/or brand, logo or service marks of Symbol or any of its affiliates. Therefore, each party expressly agrees that all such information shall be and shall remain the property of the other party. The parties further agree that during and after the term of this Agreement, they and their respective owners, employees, contractors, and agents (a) shall protect and preserve the confidential and proprietary nature of all such information and shall not disclose such information or the terms of this Agreement to any other person or entity, except to the extent required to carry out the duties and responsibilities set forth in this Agreement, in connection with litigation arising out of this Agreement, or as may be otherwise required by law, and (b) shall not use such information to its advantage or to the advantage of any other person or entity, except to the extent necessary and consistent with its duties and obligations under this Agreement.

4.5. Binding Agreement and Assignment. This Agreement shall be binding upon, and shall inure to the benefit of, the parties to it and their respective legal representatives, successors and assigns. No party may assign this Agreement nor any rights hereunder, nor may they delegate any of the duties to be performed hereunder without the prior written consent of the other party, which such consent shall not be unreasonably withheld or delayed.

4.6. Severability Clause. In the event any term or provision of this Agreement is determined by a court having jurisdiction to be invalid, illegal, or unenforceable, in whole or in part, for any reason, the invalid, illegal, or unenforceable provision or part shall be considered separable from the remainder and such determination shall not impair the validity, legality, or enforceability of the remainder of this Agreement.

IN WITNESS WHEREOF, Client and Symbol have executed and delivered this Agreement as of the date first above-written.

City of Fairhope, AL

By: _____

It's _____

Date: _____

Symbol Health Solutions, LLC

By: _____

It's _____

Date: _____



MEDICATION

Taking medication as prescribed leads to better long-term health. Symbol Clinics make generic forms of medicines available **onsite, on the clock & FREE** for established Symbol patients.



Our medical providers must first physically examine every patient before filling a prescription ordered by another provider. Be an established Symbol patient first.



Physically bring your medications to your appointment so Symbol can best serve your individual medical needs.



Make an appointment with your Symbol medical professional for a thorough, private and HIPAA-compliant review of your current medication list.



Not every prescription medication is available in generic form. Symbol works with our patients to make sure you get the best treatment.

SYMBOL HEALTH MEDICATION LIST

generic forms of these medications can be made available at your Symbol Clinic

Symbol Health Solutions is not a pharmacy. Your Symbol medical professionals will only prescribe medication therapies to established patients after an in-person consultation. Only pre-packaged, non-controlled prescription medications, generics, and over-the-counter versions of these drugs will be dispensed at Symbol Clinics as permitted by state law. This list may not be comprehensive and may expand over time. If patients are on specific treatments not listed in this medication list, please call your Symbol team to see if we can order a therapeutic alternative.

ALDACTONE
ALEVE
ALLERGY RELIEF
AMARYL
AMITRIPTYLINE HCL
AMOX TR-POTASSIUM CLAVULANATE
AMOXICILLIN CHEWABLE 250MG TAB
AMOXICILLIN
ANTIFUNGAL CREAM
AUGMENTIN
BACTRIM DS
BUSPAR
CARDIZEM CD
CARDURA
CELEXA
CEPHALEXIN
CIPRO
COREG
COZAAR
CRESTOR
CYMBALTA
DESYREL
DICLOFENAC SODIUM 1% GEL
DIFLUCAN
DIOVAN
EFFEXOR ER
ESTRACE
FLEXERIL
FLOMAX
FLONASE
FOSAMAX
FUNGI-GUARD
GLUCOPHAGE

GLUCOPHAGE ER
HUMALOG KWIPEN*
HYDRALAZINE HCL
HYDROCHLOROTHIAZIDE
HYDROCORTISONE CRM 1%
HYDROXYZINE HCL
IBUPROFEN
IMITREX
KEFLEX
KLOR-CON 10
LAMICTAL
LASIX
LEXAPRO
LIPITOR
LO LOESTRIN FE
LOPRESSOR
LORATADINE
MACRODANTIN
METOPROLOL TARTRATE
MICROZIDE
MOBIC
MONODOX
MOTION SICKNESS
NARCAN NASAL
NOBLE FORMULA HC
NORVASC
NOVOLOG*
OCUFLOX
PAXIL
PLAVIX
PRAVACHOL
PREDNISONE
PREVACID

PRILOSEC
PRINIVIL
PROMETHAZINE HCL
PROPRANOLOL HCL
PROTONIX
PROZAC
REMERON
SEPTRA DS
SINGULAIR
SYNTHROID
TAMIFLU
TENORMIN
TERAZOSIN HCL
TESSALON PERLE
TOPAMAX
TOPROL ER
TOPROL XL
TOUJEO SOLOSTAR
TRAZODONE HCL
TRI FEMYNOR
TRIDERM
VENLAFAXINE HCL
VENTOLIN HFA*
VIAGRA
VOLTAREN GEL
WELLBUTRIN SR
XYZAL
ZESTRIL
ZITHROMAX
ZOCOR
ZOLOFT
ZOVIRAX
ZYLOPRIM

*some medications/vaccinations are only available in brand name form, as indicated in this list



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HEALTH MANAGEMENT PROGRAMMING



3765-A Government Blvd., Mobile, AL
36693

(t) 251.338.2942 (f) 251.338.2944

www.symbolhealth.com


STRATEGY

LONG-TERM WELLNESS

COORDINATED STRATEGY

DMAIC PROCESSES IN PRACTICE

While standing firm in our own conservative overhead costs, Symbol's solutions result in lasting **Value on Investment** when we Symbol partners with "Champion-Level" employers.



To build a next-generation Health Management Program for any client, Symbol recommends an employer gradually add components of our services progressively; advancing their level of commitment to our programming over several years in order to effectively ingrain health and wellness into the company culture.

We'll want to draw on the organization's existing years of experience along with Symbol's best practices and outcomes from our existing set of client partnerships. The "Traditional" corporate wellness strategy includes employee benefits focused on cost reduction, and a combination of traditional health promotion strategies (e.g. Annual HRAs, Health Education, Nurse Advice Hotlines).

Within the first few years of a partnership, Symbol helps our clients achieve a "Comprehensive" level of commitment, containing all of the traditional elements, but adding emphasis on low-risk maintenance, coaching, integrating resources, engaging senior-level management in endorsing programs, and adding more measurement activities to align program participation with outcomes.

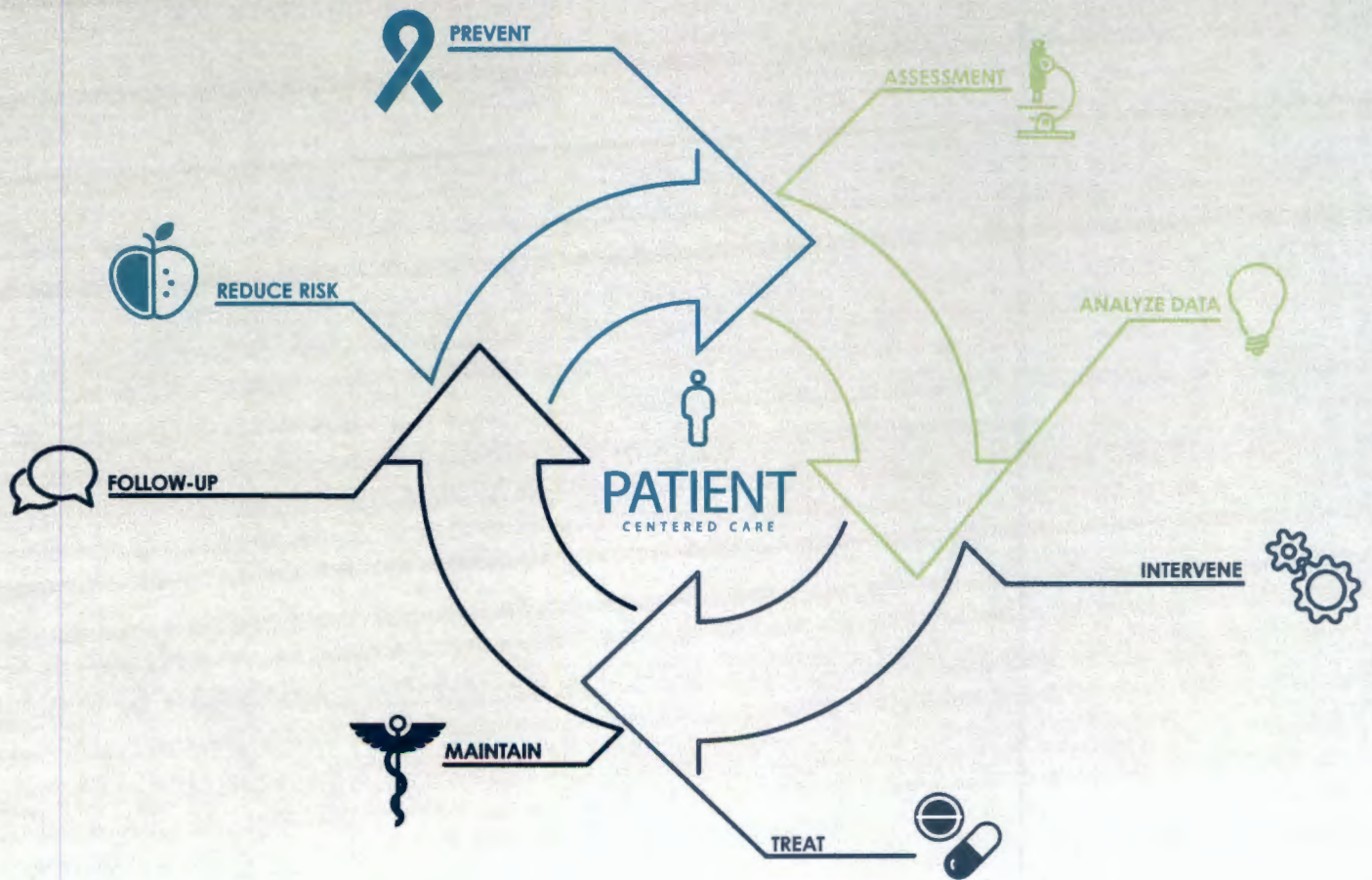
By year 5 with Symbol, we expect our partners to further augment their level of commitment and become a "Champion-Level" company. Strategies at this level assume an entrenchment in the organizational culture by this time, and combine all elements of Traditional and Comprehensive programming. Beyond this, however, champion-level companies emphasize the role of senior leadership in creating the vision of health, the role of operations leadership in impacting culture, self-leadership among plan members (patient accountability), rewards positive behaviors, and engages in quality assurance activities to get to results-driven wellness programming.

In addition to keeping as many plan members "low-risk" as possible, champion-level engagement in Symbol's Health Management Program shows savings in medical and pharmaceutical expenditures that not only show positive health outcomes, but help the company achieve a zero trend outcome.



SYMBOL HEALTH

our care is complex



FOLLOW-UP

Interventional Follow-Ups
Well Woman Check-Ups
Pediatric Check-Ups
Secure Provider Communication



MAINTAIN

Health Management Services
Physical Therapy
Ongoing Education

health maintenance & follow-up

Maintaining good health requires ongoing support, frequent monitoring and ample supply of the medical & behavioral therapies to help keep healthy patients on track – and eventually even reduce the need for costly treatment.

Continuous patient screenings reduce the risk of developing chronic conditions and/or manage diseases identified in our patients' Health Risk Assessment. This cycle of comprehensive, patient-centered care leads to better health outcomes that save both employers and employees in the long run.

THE DATA-DRIVEN DIFFERENCE

Other corporate wellness programmers cannot benefit from the Blue Cross Blue Shield claims data, the on-site clinic health records, and long-term relationship-building that Symbol does.

Our health coaches devise personalized behavioral intervention plans based on known patient facts. They then refer wellness participants to Symbol medical providers when necessary. This process is reciprocal, ongoing, and effective in determining the root cause of lifestyle choices that lead to chronic health conditions that cost employers long-term in absenteeism and hospitalizations.

DISEASE MANAGEMENT SERVICES

Diagnosis & treatment of chronic conditions such as Hypertension, Diabetes, Hyperlipidemia, Heart Disease and Respiratory Illnesses, paired with evidence-based chronic disease management.

PERSONALIZED CARE PLANS

We take a personalized approach with each patient through focused counseling with health providers to promote healthy self-management and care. Our goal is to optimize the quality of life for each patient by encouraging their individual role as part of the healthcare team.

LIFESTYLE MANAGEMENT

Care planning discussions with patients to empower them to make healthier lifestyle choices. This includes weight management & nutritional programs, counseling for smoking cessation, identifying social & psychological needs to reduce stress, and creating exercise programs to improve the overall physical/mental condition of the patient.

COORDINATED CARE

Shared clinical information with specialty physicians and providers to facilitate coordination of appropriate care and disease management.



"CREATING A CULTURE OF WELLNESS"

It's Our Company Motto

Symbol Health Solutions has a plan for long-term, sustainable wellness strategy for employees and their spouses. We certainly help foster a culture of wellness, but Symbol won't just set it and forget it. We have a plan for long-term, sustainable wellness.

Symbol advocates evidenced-based lifestyle intervention along with disease management. In order to make sustainable behavioral change, we need an environment that supports that change.

The fundamental pillars that support this web of health management activity that becomes ingrained in a workplace's culture include support from senior leadership, operational leadership, self-leadership, rewards for positive behavior, and quality assurance.

Each company culture is different, so Symbol collaborates with clients in advance of clinic launch to devise a unique plan that espouses existing company wellness initiatives with Symbol's time-proven workforce wellness structure in an incrementally evolving, phased approach:

PHASE ONE: "Healthy By Design" (Years 1 - 3)

Heralding the need for benchmark data from historic medical claims and biometric screenings for participants to design their own, personalized health plans with Symbol Health medical providers and coaches. Preventative chronic condition management begins with diagnostic examinations, labs, and assessments that can lead to new or refined medication therapies. This phase features traditional health promotion strategies for all eligible employees and spouses.

PHASE TWO: "Healthy By Choice" (Years 4 - 6)

Emphasizing personal accountability and the fact that participants are starting to take the reins toward lasting healthier choices. This phase builds upon existing chronic condition management plans with sustained annual medical check-ups. This self-leadership phase provides for a health assessment system, including coaching and wellness activities for all eligible employees, spouses, and even dependents (free of cost).

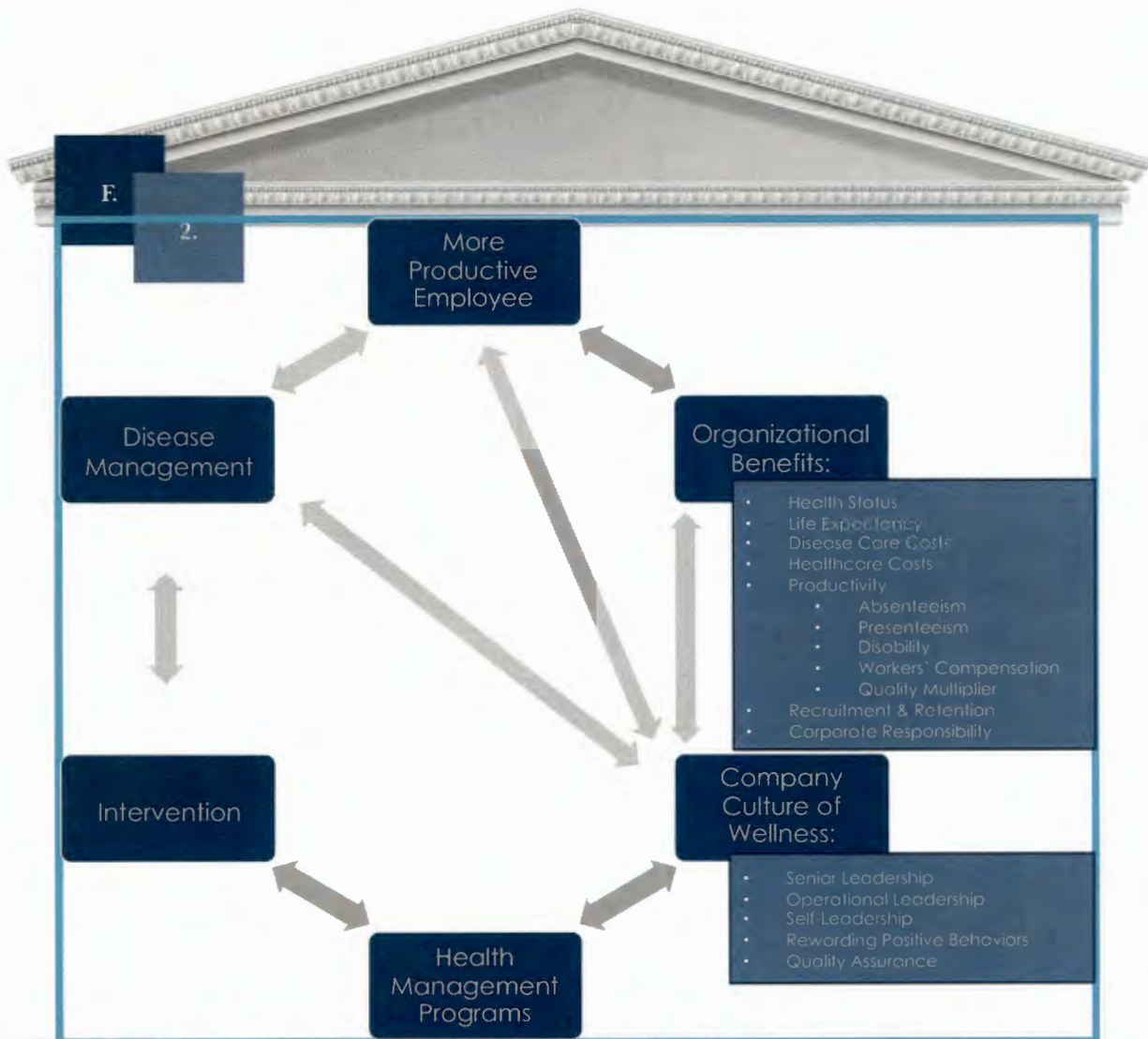
PHASE THREE: "Healthy By Achievement" (Years 7 - 9)

As Symbol grows with your organization, our efforts to keep employees engaged must evolve. The achievement phase features a health-contingent wellness incentive program with combined activity, personal choice, and outcomes-based objectives deriving from historic medical records, biometric screening results, and patients' own personal health objective-setting.

PHASE FOUR: "Healthy For Life" (Years 10 - 13)

In a long-term, fully embedded relationship, Symbol embraces an integrated approach to health and wellness programming that accounts for employee attrition and re-ignites Health Management by getting back to basics.

Creating a culture of wellness at the workplace is dependent upon the support of company leadership and quality incentives. Rewarding positive behavior is a critical element in order for Symbol to guarantee positive health outcomes. Rewards come in different shapes and sizes for all clients, so Symbol again will work with you to incrementally build upon motivating rewards for program participants who champion their employer's culture of wellness. Ultimately, these rewards will cultivate individual respect, care and growth that results in more productive, effective, healthier and happier workers.



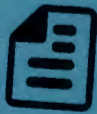
SENIOR LEADERSHIP	OPERATIONAL LEADERSHIP	SELF-LEADERSHIP	REWARDING POSITIVE ACTION	QUALITY ASSURANCE
Vision Creation	Vision Alignment	Winner Creation	Cultural Support	Outcomes Focus
<ul style="list-style-type: none"> • Commitment to healthy culture • Connection of vision to corporate strategies • Engagement of all leadership in vision 	<ul style="list-style-type: none"> • Co-branding of health management strategies • Integration of healthy culture into company policies • Engagement of all 	<ul style="list-style-type: none"> • Helping employees avoid negative health outcomes • Helping healthy employees remain healthy • Providing improvement maintenance 	<ul style="list-style-type: none"> • Rewarding healthy culture champions • Incentivizing healthy choices • Reinforcement of positive behavior at every touch-point 	<ul style="list-style-type: none"> • Integration of all resources • Measurement of outcomes • Securing sustainability of positive health outcomes

PATIENT EDUCATION PROGRAMS

Health, Wellness, Disease Management & Prevention

Ongoing patient education is key to cultivating wellness at the workplace.

With Symbol as your partner, we tailor outreach to optimize patient accessibility to evidence-based medical information to increase patient understanding that motivates measurable behavioral change. Through health coaching, participants have access to robust integrated programming:



COACHING TRACKS

Progressive education series dedicated to specific issues identified in HRAs & private counseling sessions



LUNCH & LEARNS

In-person or on-demand virtual recordings of health education lectures brief enough for a lunch break



HEALTH-E NEWS

Monthly e-newsletter featuring health hints, tips, and motivational messaging to encourage program participation



MONTHLY AWARENESS

Major health awareness months (e.g. February Heart Health Month) deserve celebration & preventative patient education



IN-CLINIC REMINDERS

Posters, handouts, flyers, brochures, and even TV monitors are available in-clinic and on campus to inform patients



SOCIAL MEDIA SUPPORT

Exclusive Facebook Groups feature tailored program information and "Healthy Hacks" in a patient-friendly format



EDUCATION TOPICS INCLUDE:

- Heart Health
- Diabetes
- Weight Loss
- Tobacco Cessation
- Meal Planning
- Exercise
- Healthy Family
- Stress Management
- Sleep Management
- Hydration Hygiene
- COVID-19
- Men's Health
- Women's Health
- More topics based on population need

SAMPLE COMMUNICATION

Tailor-Made Direct Mail and Multimedia at Additional Fees

POSTCARDS (MAILED)

WILLIAM,

Your Symbol Health Coaches haven't seen you in a while, but that's ok - it's not too late to save more money in 2020.

REMEMBER: Everyone on the health insurance plan needs to complete their required coaching sessions by October 31st to get a big discount on their premium next year.

Earn your premium incentive by scheduling coaching sessions with your Health Coach no more than once a month.


EARN all that you deserve:

- **Reduce Your Health Risks** - manage blood pressure, cholesterol, diabetes, asthma, etc.
- **Manage Your Weight** - healthy meal planning, realistic exercise routines, ongoing motivation.
- **Get The Support You Need to Succeed** - quit tobacco, manage stress, sleep better, feel better.
- **SAVE More Money in 2020** - earn your insurance premium discount by seeing your Coach!



Make your Health Coaching appointment today by calling COACH at: **XXX.XXX.XXXX**

WE MISS YOU, WILLIAM



3765-A Government Blvd.
Mobile, AL 36693

Symbol CareClinics are your primary source for family medical care, but they're also a FREE resource for a healthier life.

Need a reminder of the ways Baldwin County sponsors greater health? Give us a visit at any of your local Symbol CareClinics in Bay Minette, Foley, Gulf Shores, Mobile or Robertsdale.

PERSONALIZED VIDEO



LETTERS (MAILED)



Date, YEAR

Dear [First Name],

Good news! As a plan participant in the [Organization's] health plan, you have the tremendous privilege of accessing primary healthcare at the [list location specific] Symbol Clinic. The health benefits at [Organization] are exceptional, and cover some of the most important exams, tests, vaccinations and medical treatment hope. That means that you can take valuable advantage of primary care for yourself and for your family at the lowest possible cost, in the most convenient space.

As a [Organization] plan participant, Symbol Health Solutions is genuinely interested in your overall medical care and work hard to proactively address your unique circumstances. In order to do this most effectively, we critically analyze health claims data. That means that when our medical professionals pinpoint an opportunity to improve your individual health and wellness, you may be privately approached by your Symbol medical provider (that's me!)

I'm specifically inviting you to fill me for a copy-FREE personal consultation on [chronic condition] management as I personally welcome you to [chronic condition] management initiative out-to-outlet.

Remember: Your Symbol Clinics can accommodate completely FREE primary medical exams, on-site vitals, on-site medication and supply dispensing, and one-on-one judgment-free health coaching. All it takes is that first step and letting me help you on your journey to reach your personal best health goals.

You can contact me at [clinic locale and phone number] during regular clinic hours of operation. Or leave a message and I'll get back to you as soon as possible to schedule your FREE in-person consultation.

Wishing you good health.

[Provider Name]
Clinical Director of [Organization's] Permal Clinic

3765-A Government Blvd. | Mobile, AL 36693-3677 | Tel: 251.338.2942 | Fax: 251.338.2944
www.symbolhealth.com | www.symbolhealth.com



RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 2 to Bid Number 025-19, Replacement of Electronic Doors for the Justice Center, for a deduction of \$20,000.00 from the building contingency allowance as well as an additional 10% overhead and profit in the amount of \$2,000.00 for a total Deductive Change Order of \$22,000.00; and award the Change Order to Cornerstone Detention Products, Inc.

Adopted on this 9th day of August, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/30/2021

AUG 2 '21 AM 10:31
Please return this Routing Sheet to Treasurer by: ASAP

FAH

Project Name: Change Order #2 Deduction for Contract to Bid 025-19 Replacement of Electronic Doors for the Justice Center

Project Location: Justice Center

Presented to City Council: 8/9/2021

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

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ (22,000.00)

Vendor: Cornerstone Detention Products, 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 NonDept/Fac-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: 001150-51235
G/L Acct Name: Correction Capital Improvements

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

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

Over (Under) budget amount: \$ _____

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

Comments:

Deduction of \$20,000 from the building contingency allowance, as well as 10% of overhead and profit, \$2,000

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 7/21/2021

Purchasing Memo Date: 7/21/2021

Delivered To Date: 7/30/2021

Request Approved Date: 7/30/2021

Request Approved Date: 7/30/2021

Approved Date: 7/30/2021

Signatures: *Aislinn Stone*
Aislinn Stone

Kim Creech
Kim Creech

Mayor Sherrill Sullivan
Mayor Sherrill 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, ACOMO
Jimmy Conyers
Corey Martin
Jay Robinson

Date: July 21, 2021

Lisa A. Hanks, MMC
City Clerk

Re: Placing on the next City Council agenda this request, through GMC, for **(Deductive Change) Order #2**, in the amount of **\$22,000**, for **Contract to Bid 025-19 Replacement of Electronic Doors for the Justice Center**.

Kimberly Creech
City Treasurer

Brooke Rodriguez-Feo PE, with GMC, and George Ladd in Public Works, request approval of **(deductive) Change Order #2**. This change order serves to deduct \$20,000.00 from the building contingency allowance, as well as 10% of overhead and profit, in the amount of \$2,000, as specified section 01020 Allowances, Part 3 – Execution of contract, for a total of \$22,000.00. This will change the total contract amount from \$168,880.00 to \$146,880.00.

Please place on the next City Council Agenda this request for approval of (Deductive) Change Order #2 to contract for Bid 025-19 Replacement of Electronic Doors for the Justice Center, and authorize the Mayor to execute Change Order #2 with Cornerstone Detention Products., Inc.

Cc: File, George Ladd, Brooke Rodriguez-Feo, Richard Johnson

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

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

CONTRACT CHANGE ORDER NO. 2

City of Fairhope, Alabama

DATE: 07/14/21

PROJECT: Project No. PW006-19 Jail Door Replacement

TO: Cornerstone Detention Products, Inc.

(Contractor)

TERMS: You are hereby authorized, subject to the provisions of your Contract for this Project, to make the following changes thereto in accordance with the attached Change Order Request and supporting documents and to:

FURNISH the necessary labor, materials and equipment to:

This change order serves to deduct \$20,000 from the building contingency allowance as well as an additional 10% overhead and profit in the amount of \$2,000.00 as specified in 01020 – Allowances, Part 3 –Execution for a total of \$22,000.00.

TOTAL ADDITION OR REDUCTION TO CONTRACT PRICE:

(Note: Numbers in parentheses are deductions).

ORIGINAL CONTRACT PRICE	\$ 168,880.00
LESS CONTINGENCY/ALLOWANCE	\$ 148,880.00
NET ORIGINAL CONTRACT PRICE	\$ 168,880.00
Net total of previous Change Orders	\$ 0.00
Previous revised Contract Price	\$ 168,880.00
This Change Order No. <u>2</u> <input type="checkbox"/> Add <input checked="" type="checkbox"/> Deduct	\$ 22,000.00
Revised Contract Price this date	\$ 146,880.00

Extension of time resulting from this Change Order 0 consecutive calendar days

The amount of this Change Order will be the responsibility of Cornerstone Detention Products, Inc.

This Contract Modification constitutes full and mutual accord and satisfaction for all time and all cost related to this change. By acceptance of this Contract Modification, the Contractor hereby agrees that the modification represents an equitable adjustment to the Contract, and further, agrees to waive all right to file any further claims or changes arising out of or as a result of this change, or the accumulation of executed Contract Modifications on this Contract.

The Contractor and OWNER(s) hereby agree to the terms of this Change Order as contained herein.

CONSENT OF SURETY

CONTRACTING PARTIES

(Company)

(Cornerstone Detention Products, Inc.)

By: _____

By: _____
(Authorized Representative)

RECOMMENDED

CITY OF FAIRHOPE

By: _____

By: _____
(Mayor)

Goodwyn, Mills and Cawood, Inc.
(Design Engineer)

(City Clerk)

CITY OF FAIRHOPE

**CHANGE
ORDER
REQUEST**

OWNER: CITY OF FAIRHOPE
ARCHITECT/ENGINEER: GOODWYN, MILLS AND CAWOOD, INC.
CONTRACTOR: CORNERSTONE DETENTION PRODUCTS, INC.
PROJECT: Project No. PW006-19 Jail Door Replacement

CHANGE ORDER REQUEST NO. 2 DATE: 07/14/21

1. DESCRIPTION OF CHANGE:

This change order serves to deduct \$22,000 from the contract for the project allowance.

2. CHANGE ORDER COSTS: Deduct \$22,000.00 allowance

Proposal Attached _____ Cost Estimated/Proposal Required

<i>Item</i>	<i>Quantity</i>	<i>Material Unit Price</i>	<i>Labor (Hours)</i>	<i>Labor Unit Price</i>	<i>Sub-Total Cost</i>
a. Allowance					-\$22,000.00
b.					
c.					
d.					
e.					
f.*					
TOTAL:					-\$22,000.00

*If more than 6 items, provide attachments.

3. INSTITUTED BY: Goodwyn, Mills & Cawood, Inc.

4. JUSTIFICATION OF NEED: Allowance amount shall be returned to Owner

5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING: Owner credit

6. COSTS REVIEW: Owner shall receive the \$22,000 project allowance not used during the project.

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

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

8. EXTENSION OF TIME REQUESTED: 0 Calendar Days:

RECOMMENDED:

APPROVED:

BY: _____
Fairhope's Consulting Engineer/architect

BY: _____
Cornerstone Detention Products, Inc.

BY: _____
City Representative

BY: _____
OWNER's Legal Advisor

BY: _____
OWNER's Authorized Representative

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of the Sawgrass Consulting, LLC for Preliminary Survey and Engineering Services for three (3) National Resources and Conservation Service grants for Emergency Watershed Protection projects; hereby authorizes Mayor Sherry Sullivan to execute a contract for Project #2 Fairwood Boulevard and Project #3 North Summit (Big Mouth Gulley (DSR 5106-006) RFQ #PS009-21 with a total unbudgeted cost of \$21,250.00 for Professional Services.

DULY ADOPTED THIS 9TH DAY OF AUGUST, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/30/2021

Please return this Routing Sheet to Treasurer by: ASAP

NOV 2 21 AM 10:31

Project Name: RFQ PS009-21 Professional Survey & Engineering Services for NRCS-EWP Projects #2 Fairwood and #3 North Summit (Big Mouth Gully)

Project Location: Fairwood Blvd & North Summit

Presented to City Council: 8/9/2021

Funding Request Sponsor: Richard Johnson, Public Works Director

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 21,250.00

Vendor: Sawgrass 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 _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital _____
Unfunded XXX

Expense Code: 103-52120, 103-52125
G/L Acct Name: MCRS-EWP Fairwood, NRCS-EWP North Summit Drive

Grant: \$ 21,250.00 Federal - not to exceed amount
State _____
City _____
Local _____

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

Over (Under) budget amount: \$ 21,250.00

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

Comments:

Project #2 Fairwood Engineering Costs NRCS Grant 100% at \$29,775
Project #3 North Summit Engineering Costs NRCS Grant 100% at \$30,300

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 7/28/2021

Purchasing Memo Date: 7/28/2021

Delivered To Date: 7/30/2021

Request Approved Date: 7/30/2021

Request Approved Date: 7/30/2021

Approved Date: 7/30/2021

Signatures: Aisling Stone

Signatures: Kelli Creech

Signatures: Mayor Sherry Sullivan



MEMO

Sherry Sullivan
Mayor

To: Aislinn Stone, Senior Accountant
Kimberly Creech, Treasurer

From: Delores A Brandt
Delores A Brandt, Purchasing Manager

Date: July 28, 2021

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

Re: Council approval of Request for Funding of budgeted RFQ PS009-21 Professional Survey and Engineering Services for Three NRCS—EWP Projects—#2 –Fairwood Blvd (Big Mouth Gully) and #3– North Summit Street (Big Mouth Gully)

The Director of Public Works, Richard Johnson is requesting funding of preliminary engineering and survey work for projects #2 and #3 of RFQ PS009-21 Professional Survey and Engineering Services for Three NRCS—EWP Projects, already approved for Sawgrass Consulting, LLC by Resolution 4043-21, The City has received approved Damage Survey Reports (DSR's) and been granted funding for three Natural Resources and Conservation Service (NRCS), Emergency Watershed Protection (EWP) Projects for the NRCS reimbursable project. This request for approval is for the projects listed below (see attached information)

#2- DSR 5106-007 Fairwood Blvd (Big Mouth Gully)— \$10,000.00 for Preliminary Survey and Engineering: TOPOGRAPHIC FIELD STUDY.

#3- DSR 5106-008 North Summit St (Big Mouth Gully)—\$8,750.00 for Preliminary Survey and Engineering: TOPOGRAPHIC FIELD STUDY and \$2,500.00 for HYDRAULIC ANALYSIS, for the sum of \$11,250.00.

These contracts will be expanded and amended to eventually include Design and CE&I as the project moves forward.

Please place on the next available City Council Agenda this request for City Council to approve the initial funding request for RFQ PS009-21 Professional Survey and Engineering Services for Three NRCS—EWP Projects— Projects #2 and #3 to Sawgrass Consulting, LLC and approve the Mayor to sign the contract for this work.

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

Cc: file; Richard Johnson, Mayor Sullivan

Dee Dee Brandt

From: Richard Johnson
Sent: Wednesday, July 28, 2021 7:56 AM
To: Dee Dee Brandt; Cory Pierce
Cc: Kimberly Creech; Jaye Robertson
Subject: NRCS Projects
Attachments: Fairwood EWP Proposal.pdf; Summit EWP Proposal.pdf

DDB and CP:

Will you prepare a Memo for Council requesting funding of the following:

NRCS EWP Project DSR 5106-007 Fairwood Boulevard (Big Mouth Gully)

Project Description: Fairwood Boulevard – Head of Big Mouth Gully – Side Slope Stabilization - Construct rock filled mesh wire gabion baskets to prevent erosion from near vertical side slopes

Funding Request:

Preliminary Survey and Engineering: Topographic Field Survey – Sawgrass Consulting, LLC - \$10,000.00

NRCS EWP Project DSR 5106-008 North Summit Street (Big Mouth Gully)

Project Description: 204, 206, 252 & 254 N Summit St – Big Mouth Gully @ WWTP - Side Slope Stabilization - Construct rock filled mesh wire gabion baskets to prevent erosion from near vertical sides lopes

Funding Request:

Preliminary Survey and Engineering: Topographic Field Survey (\$ 8,750.00) and Hydraulic Analysis (\$ 2,500.00) – Sawgrass Consulting, LLC – Total \$11,250

These contracts will be expanded and amended to eventually include design and CE&I as the project moves forward.

This is a NRCS reimbursable project.

Please forward for the next Council Meetings.

Yours,

RDJ

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

RESOLUTION NO. 4043-21

BE IT RESOLVED, BY THE GOVENRING BODY OF THE CITY OF FAIRHOPE AS FOLLOWS:

WHEREAS, the City of Fairhope has been notified of NRCS funds to pay for the construction of certain projects listed below. These projects and funds are hereby a part of a Funding Agreement with NRCS.

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection Program, and Title IV of the Agricultural Credit Act of 1978, Public law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed; and,

WHEREAS, the Sponsor and NRCS agree to construct emergency watershed protection measures to relieve hazards and damages related to HC Sally (DR-4563-AL), September 16, 2020 at sites identified below in Section A.

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows:

- A. IT IS AGREED that the following described work is to be constructed at a total estimated cost of \$869,500.00; with \$652,125.00 (75%) NRCS's contribution of construction cost and \$217,375.00 (25%) City's contribution. This to be establish by Agreement with NRCS.

SITE	DSR NO.	LOCATION & DETAILS	Estimated Cost
A	5106-006	Quail Creek - UT of Cowpen Creek (between Golf Holes 2&3) - Channel Restoration - Provide slope protection and fill to cover exposed sewer mainline	\$68,500.00
C	5106-007	Fairwood Drive - Head of Big Mouth Gully - Side Slope Stabilization - Construct rock filled mesh wire gabion baskets to prevent erosion from near vertical side slopes	\$397,000.00
E	5106-008	204, 206, 252 & 254 N Summit St - Big Mouth Gully @ WWTP - Side Slope Stabilization - Construct rock filled mesh wire gabion baskets to prevent erosion from near vertical sides lopes	\$404,000.00
TOTALS:			\$869,500.00

- B. IT IS AGREED that NRCS will reimburse the Sponsor for eligible in-kind technical services not to exceed 7.5 percent of the actual eligible construction cost for constructing the works of improvement described in Section A. NRCS will reimburse in-kind technical services from technical assistance funds up to a maximum of \$65,212.500 (limited to 7.5% of \$869,500.00).
- C. IT IS AGREED that upon opening the bids for these projects, if costs come in higher than the NRCS Damage Survey Report (DSR) estimates, the Sponsor (City) will be allowed to request additional construction funding including the 7.5 percent in-kind technical services funding.

BE IT FURTHER RESOLVED, that Mayor Sherry Sullivan is hereby authorized to execute all required agreements between the City of Fairhope and the United States Department of Agriculture Natural Resources Conservation Service for an Emergency Watershed protection program for HC Sally (DR-4563-AL) Storm Damage. The total approved budget is \$869,500.00: \$652,125.00 (75%) NRCS's contribution of construction cost, \$217,375.00 (25%) City's contribution; and in-kind technical services from technical assistance funds up to a maximum of \$65,212.500 (limited to 7.5% of \$869,500.00).

ADOPTED AND APPROVED THIS 12TH DAY OF APRIL, 2021


Jack Burrell, Council President

Attest:


Lisa A. Hanks, MMC
City Clerk



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

January 12, 2021

Richard Johnson, PE; Director
City of Fairhope Public Works
555 S. Section Street
Fairhope, AL 36532

RE: Fairwood Boulevard, Fairhope, AL - NRCS Emergency Watershed Protection Project

Dear Mr. Johnson,

Sawgrass Consulting, LLC, (Sawgrass) has been asked to provide a proposal for survey services for both sides of the gully starting at the intersection of Fairwood Boulevard and Fairhope Avenue, running north along Fairwood Boulevard for approximately 600 LF. Our scope provides the professional services for field survey that will be used to determine a precise scope of work for the design of the erosion repair due to damage from Hurricane Sally. Enclosed you will find an attached Scope of Services and corresponding fees that will be required to accomplish this project. In summary, the following cost for the project is as follows:

Field Survey	\$10,000.00
---------------------	--------------------

We appreciate the opportunity to partner with you on this project and please do not hesitate to call me at 251-544-7900 if you have any questions or need to discuss this Proposal in more detail.

Sincerely,

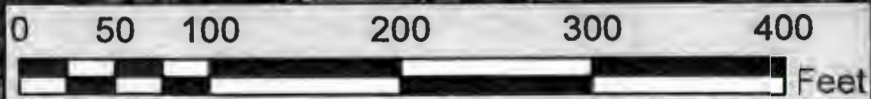
A handwritten signature in black ink, appearing to read 'Jaye Robertson'. The signature is written over a horizontal line.

Jaye Robertson, P.E.
Project Manager



**PROJECT
LOCATION**

30°31'25.1"N 87°53'45.7"W



**NRCS EWP
HC Sally FEMA 4365-DR
FAIRWOOD BLVD
BIG MOUTH GULLY**

- Road Centerlines
- ▭ Parcels
- ▨ Potential Wetlands
- Contours

Attachment A

Scope of Services

Topographic Survey

A topographic survey will be conducted on both sides of the gully starting at the intersection of Fairwood Boulevard and Fairhope Avenue, running north along Fairwood Boulevard for approximately 600 LF. In this Survey we will determine existing grades, existing drainage structures, existing utilities, locate natural drainage features, significant trees and locate improvements within the drainage ways. A topographic map of the site with contours at 1 foot intervals, spot elevations and multiple benchmarks, all relative to NAVD88 and Alabama West Zone NAD83 State Plane Coordinates will be prepared to assist in the design. The limits of the topographic survey will begin at the upstream invert of the box culvert crossing Fairhope Avenue, draining north to the existing gully along the west side of Fairwood Boulevard, the west edge of pavement of Fairwood Boulevard, both sides of the gully, the gulley bottom and the property lines along the western border of the gully.

Attachment B

Compensation

Sawgrass will perform the scope of services described herein for the following fees:

Topographic Survey

\$10,000.00 Lump Sum

BUDGET NARRATIVE – EWP Project DSR 5106-007 Fairwood Boulevard (Big Mouth Gully)

A. The estimated costs for the Project: \$397,000.00 (NRCS Estimate – Awaiting EOR Estimate)

1. Total Estimated Project Budget: \$463,000.00

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (75% NRCS \$ 297,750.00 + 25% Sponsor \$ 99,250.00): \$397,000.00

Technical Assistance (TA) Costs:

100% NRCS (7.5% of total construction cost): \$ 29,775.00

Survey, Design & Engineering:

Field Survey: \$10,000.00

Hydraulic Analysis: \$ 2,500.00

Plan Design \$28,500.00

Inspection Services: \$25,000.00 (NTE)

Total: \$66,000.00

Based on Estimates: NRCS EWP \$327,525.00 (71%); City \$135,475.00 (29%)

2. NRCS pays up to 75 percent of eligible construction costs, and Sponsor pays 25 percent of construction costs. NRCS will contribute up to 7.5 percent of the total construction cost for contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work.
3. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.
4. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.
5. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include
 - a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality

assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.

- b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.
6. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

**DAMAGE SURVEY REPORT (DSR)
 Emergency Watershed Protection Program – Recovery**

Section 1A

Date of Report: 12/7/2020

DSR Number: Fairwood Drive Project Number:

NRCS Entry Only Eligible: Yes Approved: Yes Funding Priority Number: 2def Limited Resource Area: No

Section 1B Sponsor Information

Sponsor Name: City of Fairhope

Address: 555 S. Section St.

City/State/Zip: Fairhope, AL 36532

Telephone Number: (251) 928-2136

Fax:

Section 1C Site Location Information

County: Baldwin

State: Alabama (01)

Congressional District: District ()

Latitude: 30.5234

Longitude: -87.896

Section:

Township:

Range:

UTM Coordinates: UTM Zone 16

Drainage Name: Fish River-Frontal Mobile Bay

Reach:

Damage Description: slope failure along unnamed stream

Section 1D Site Evaluation

All answers in this Section must be YES in order to be eligible for EWP assistance.

Site Eligibility	Yes	No	Remarks
Damage was a result of a natural disaster?	x		Hurricane Sally - 2020
Recovery measures would be for runoff retardation or soil erosion prevention?	x		Recovery will reduce sediment load by maintaing slope stability
Threat to life and/or property?	x		Eroding slopes encroaching several houses
Event caused a sudden impairment in the watershed?*	x		Increased erosion and sediment load
Imminent threat was created by this event?	x		
For structural repairs, not repaired twice within ten years?	x		
Site Defensibility			
Economic, environmental, and social documentation adequate to warrant action	x		
Proposed action technically viable?	x		

Have all the appropriate steps been taken to ensure that all segments of the affected population have been informed of the EWP Program and its possible effects? Yes

Comments:

DSR NO: Fairwood Drive

* Statutory

** Regulation

*** DSR Pages 3 through 5 are required to support the decisions recorded on this summary page. If additional space is needed on this or any other page in this form, add appropriate pages

Section 1E Proposed Action

Describe the preferred alternative from Findings: Section 5 A: Construct rock filled mesh wire gabion baskets to prevent erosion from near vertical sideslopes

Total installation cost identified in this DSR: Section 3: \$397,000

Section 1F NRCS State Office Review and Approval

Reviewed By: VERNON ABNEY Date Reviewed: 12/4/2020
State EWP Program Manager

Approved By: BENJAMIN Date Approved: 12/4/2020
MALONE
State Conservationist

PRIVACY ACT AND PUBLIC BURDEN STATEMENT

NOTE: The following statement is made in accordance with the Privacy Act of 1974, (5 U.S.C. 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is 7 CFR 624 (EWP) and Section 216 of the Flood Control Act of 1950, Public Law 81-516, 33 U.S.C. 701b-1; and Section 403 of the Agricultural Credit Act of 1978, Public Law 95334, as amended by Section 382, of the Federal Agriculture Improvement and Reform Act of 1996, Public Law 104-127, 16 U.S.C. 2203. EWP, through local sponsors, provides emergency measures for runoff retardation and erosion control to areas where a sudden impairment of a watershed threatens life or property. The Secretary of Agriculture has delegated the administration of EWP to the Chief or NRCS on state, tribal and private lands.

Signing this form indicates the sponsor concurs and agrees to provide the regional cost-share to implement the EWP recovery measure(s) determined eligible by NRCS under the terms and conditions of the program authority. Failure to provide a signature will result in the applicant being unable to apply for or receive a grant from the applicable program authorities. Once signed by the sponsor, this information may not be provided to other agencies. IRS, Department of Justice, or other State or Federal Law Enforcement agencies, and in response to a court or administrative tribunal.

The provisions of criminal and civil fraud statutes, including 18 U.S.C. 286, 287, 371, 641, 651, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729 may also be applicable to the information provided. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0030. The time required to complete this information collection is estimated to average 117/1.96 minutes/hours per response, including the time for reviewing instructions, searching existing data sources, field reviews, gathering, designing, and maintaining the data needed, and completing and reviewing the collection information.

USDA NONDISCRIMINATION STATEMENT

"The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202)720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410, or call (800)795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

Civil Rights Statement of Assurance

The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Amendments of 1972, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, 15a, and 15b), which provide that no person in the United States shall on the grounds of race, color, national origin, gender, religion, age or disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the U.S. Department of Agriculture or any agency thereof.

Section 2 Environmental Evaluation

2A Resource Concerns	2B Existing Condition	2C Alternative Designation		
		Proposed Action	No Action	Alternative
		Construct rock filled mesh wire gabion baskets to prevent erosion from near vertical sideslopes		
2D Effects of Alternatives				

DSR NO: Fairwood Drive

Section 2E Special Environmental Concerns

Resource Consideration	Existing Condition	Alternatives and Effects		
		Proposed Action	No Action	Alternative
Clean Water Act Waters of the U.S.		x	x	x
Coastal Zone Management Areas		x	x	x
Coral Reefs		x	x	x
Cultural Resources		x	x	x
Endangered and Threatened Species		x	x	x
Environmental Justice		x	x	x
Essential Fish Habitat		x	x	x
Fish and Wildlife Coordination		x	x	x
Floodplain Management		x	x	x
Invasive Species		x	x	x
Migratory Birds		x	x	x
Natural Areas		x	x	x
Prime and Unique Farmlands		x	x	x
Riparian Areas		x	x	x
Scenic Beauty		x	x	x
Wetlands		x	x	x
Wild and Scenic Rivers		x	x	x

Completed By: VERNON ABNEY

Date: 12/4/2020

DSR NO: Fairwood Drive

Section 2F Economic

This section must be completed by each alternative considered (attach additional sheets as necessary).

	Future Damages (\$)	Damage Factor (%)	Near Term Damage Reduction
Properties Protected (Private)			
House	\$300,000.00	100 %	\$300,000.00
House	\$300,000.00	100 %	\$300,000.00
Properties Protected (Public)			
Fairwood Drive	\$200,000.00	100 %	\$200,000.00
Business Losses			
Other			
Total Near Term Damage Reduction			\$800,000
Net Benefit (Total Near Term Damage Reduction minus Cost from Section 3)			\$403,000

Completed By: VERNON ABNEY

Date: 12/4/2020

#3
Site E



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

January 12, 2021

Richard Johnson, PE; Director
City of Fairhope Public Works
555 S. Section Street
Fairhope, AL 36532

RE: Summit Drive, Fairhope, AL - NRCS Emergency Watershed Protection Project


Dear Mr. Johnson,

Sawgrass Consulting, LLC, (Sawgrass) has been asked to provide a proposal for survey services for the along the west side of the gully behind the homes from 202 to 256 Summit Drive. Our scope provides the professional services for field survey that will be used to determine a precise scope of work for the design of the erosion repair due to damage from Hurricane Sally. Enclosed you will find an attached Scope of Services and corresponding fees that will be required to accomplish this project. In summary, the following cost for the project is as follows:

Field Survey	\$8,750.00
---------------------	-------------------

We appreciate the opportunity to partner with you on this project and please do not hesitate to call me at 251-544-7900 if you have any questions or need to discuss this Proposal in more detail.

Sincerely,



Jaye Robertson, P.E.
Project Manager

Attachment A

Scope of Services

Topographic Survey

A topographic survey will be conducted along a portion of the existing gully, east of Summit Drive, behind the homes from 202 to 256 Summit Drive. In this Survey we will determine existing grades, existing drainage structures, existing utilities, locate natural drainage features, significant trees and locate improvements within the drainage ways. A topographic map of the site with contours at 1-foot intervals, spot elevations and multiple benchmarks, all relative to NAVD88 and Alabama West Zone NAD83 State Plane Coordinates will be prepared to assist in the design. The limits of the topographic survey will begin at the upstream invert of the outfall pipe into the gully just north of Oak Avenue and proceed down the gully (north) for approximately 600 LF, obtaining shots on the western slope of the gully, the gully bottom and to the property lines along the western boundary of the gully.

Attachment B

Compensation

Sawgrass will perform the scope of services described herein for the following fees:

Topographic Survey

\$8,750.00 Lump Sum

**NRCS EWP
HC Sally FEMA 4365-DR
204 206 252 254 N SUMMIT ST
BIG MOUTH GULLY**

- Road Centerlines
- ▭ Parcels
-  Potential Wetlands
- Contours



PROJECT LOCATION

30°31'40.2"N 87°54'19.1"W



BUDGET NARRATIVE – EWP Project DSR 5106-008 North Summit Street (Big Mouth Gully)

- A. The estimated costs for the Project: \$404,000.00 (NRCS Estimate – Awaiting EOR Estimate)
1. Total Estimated Project Budget: \$470,000.00

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (75% NRCS \$ 303,000.00 + 25% Sponsor \$ 101,000.00):
\$404,000.00

Technical Assistance (TA) Costs:

100% NRCS (7.5% of total construction cost): \$ 30,300.00

Survey, Design & Engineering:

Field Survey: \$ 8,750.00
Hydraulic Analysis: \$ 2,500.00
Plan Design \$29,750.00
Inspection Services: \$25,000.00 (NTE)

Total: \$66,000.00

Based on Estimates: NRCS EWP \$333,300.00 (71%); City \$136,700.00 (29%)

2. NRCS pays up to 75 percent of eligible construction costs, and Sponsor pays 25 percent of construction costs. NRCS will contribute up to 7.5 percent of the total construction cost for contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work.
3. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.
4. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.
5. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include
- a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality

assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.

- b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.
6. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

DAMAGE SURVEY REPORT (DSR)
Emergency Watershed Protection Program – Recovery

Section 1A

Date of Report: 12/7/2020

DSR Number: North Summit street Project Number:

NRCS Entry Only
 Eligible: Yes
 Approved: Yes
 Funding Priority Number: 2def
 Limited Resource Area: No

Section 1B Sponsor Information

Sponsor Name: City of Fairhope

Address: 555 S. Section Street

City/State/Zip: Fairhope, AL 36532

Telephone Number: (251) 928-2136 Fax:

Section 1C Site Location Information

County: Baldwin State: Alabama (01) Congressional District: District ()

Latitude: 30.5281 Longitude: -87.9052 Section: Township: Range:

UTM Coordinates: UTM Zone 16

Drainage Name: Fish River-Frontal Mobile Bay Reach:

Damage Description: slope failure along unnamed stream

Section 1D Site Evaluation

All answers in this Section must be YES in order to be eligible for EWP assistance.

Site Eligibility	Yes	No	Remarks
Damage was a result of a natural disaster?	x		Hurricane Sally - September 2020
Recovery measures would be for runoff retardation or soil erosion prevention?	x		Recovery will aid in sediment reduction by preventing erosion from near vertical sideslopes
Threat to life and/or property?	x		Threat to several houses
Event caused a sudden impairment in the watershed?*	x		Increased debris and sediment
Imminent threat was created by this event?	x		
For structural repairs, not repaired twice within ten years?	x		
Site Defensibility			
Economic, environmental, and social documentation adequate to warrant action	x		
Proposed action technically viable?	x		

Have all the appropriate steps been taken to ensure that all segments of the affected population have been informed of the EWP Program and its possible effects? Yes

Comments:

DSR NO: North Summit street

* Statutory

** Regulation

*** DSR Pages 3 through 5 are required to support the decisions recorded on this summary page. If additional space is needed on this or any other page in this form, add appropriate pages

Section 1E Proposed Action

Describe the preferred alternative from Findings: Section 5 A: Construct rock filled mesh wire gabion baskets to prevent erosion from near vertical sideslopes

Total installation cost identified in this DSR: Section 3: \$404,000

Section 1F NRCS State Office Review and Approval

Reviewed By: VERNON ABNEY
State EWP Program Manager

Date Reviewed: 12/4/2020

Approved By: BENJAMIN
MALONE
State Conservationist

Date Approved: 12/4/2020

PRIVACY ACT AND PUBLIC BURDEN STATEMENT

NOTE: The following statement is made in accordance with the Privacy Act of 1974, (5 U.S.C. 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is 7 CFR 624 (EWP) and Section 216 of the Flood Control Act of 1950, Public Law 81-516, 33 U.S.C. 701b-1; and Section 403 of the Agricultural Credit Act of 1978, Public Law 95334, as amended by Section 382, of the Federal Agriculture Improvement and Reform Act of 1996, Public Law 104-127, 16 U.S.C. 2203. EWP, through local sponsors, provides emergency measures for runoff retardation and erosion control to areas where a sudden impairment of a watershed threatens life or property. The Secretary of Agriculture has delegated the administration of EWP to the Chief or NRCS on state, tribal and private lands.

Signing this form indicates the sponsor concurs and agrees to provide the regional cost-share to implement the EWP recovery measure(s) determined eligible by NRCS under the terms and conditions of the program authority. Failure to provide a signature will result in the applicant being unable to apply for or receive a grant from the applicable program authorities. Once signed by the sponsor, this information may not be provided to other agencies. IRS, Department of Justice, or other State or Federal Law Enforcement agencies, and in response to a court or administrative tribunal.

The provisions of criminal and civil fraud statutes, including 18 U.S.C. 286, 287, 371, 641, 651, 1001; 15 U.S.C. 714m; and 31 U.S.C. 3729 may also be applicable to the information provided. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0030. The time required to complete this information collection is estimated to average 117/1.96 minutes/hours per response, including the time for reviewing instructions, searching existing data sources, field reviews, gathering, designing, and maintaining the data needed, and completing and reviewing the collection information.

USDA NONDISCRIMINATION STATEMENT

"The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202)720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410, or call (800)795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

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Section 2 Environmental Evaluation

2A Resource Concerns	2B Existing Condition	2C Alternative Designation		
		Proposed Action	No Action	Alternative
		Construct rock filled mesh wire gabion baskets to prevent erosion from near vertical sideslopes		
		2D Effects of Alternatives		

DSR NO: North Summit street

Section 2E Special Environmental Concerns

Resource Consideration	Existing Condition	Alternatives and Effects		
		Proposed Action	No Action	Alternative
Clean Water Act Waters of the U.S.		x	x	x
Coastal Zone Management Areas		x	x	x
Coral Reefs		x	x	x
Cultural Resources		x	x	x
Endangered and Threatened Species		x	x	x
Environmental Justice		x	x	x
Essential Fish Habitat		x	x	x
Fish and Wildlife Coordination		x	x	x
Floodplain Management		x	x	x
Invasive Species		x	x	x
Migratory Birds		x	x	x
Natural Areas		x	x	x
Prime and Unique Farmlands		x	x	x
Riparian Areas		x	x	x
Scenic Beauty		x	x	x
Wetlands		x	x	x
Wild and Scenic Rivers		x	x	x

Completed By: BENJAMIN MALONE

Date: 12/4/2020

DSR NO: North Summit street

Section 2F Economic

This section must be completed by each alternative considered (attach additional sheets as necessary).

	Future Damages (\$)	Damage Factor (%)	Near Term Damage Reduction
Properties Protected (Private)			
House	\$300,000.00	100 %	\$300,000.00
House	\$300,000.00	100 %	\$300,000.00
House	\$300,000.00	100 %	\$300,000.00
Properties Protected (Public)			
Business Losses			
Other			
Total Near Term Damage Reduction			\$900,000
Net Benefit (Total Near Term Damage Reduction minus Cost from Section 3)			\$496,000

Completed By: BENJAMIN MALONE

Date: 12/4/2020

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 Fairhope Docks Bulkhead Repairs – FEMA 4563 – Rebid for the Public Works Department. (Bid Number 024-21).

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

Please see attached Bid Tabulations for
Fairhope Docks Bulkhead Repairs – FEMA 4563 – Rebid
for the Public Works Department.

[3] After evaluating the bid proposals with the required bid specifications, Asphalt Service, Inc. with a total bid proposal of \$329,867.77, is now awarded the bid for Fairhope Docks Bulkhead Repairs – FEMA 4563 – Rebid for the Public Works Department.

Adopted on this 9th day of August, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/30/2021

Please return this Routing Sheet to Treasurer by: ASAP

[Handwritten initials]

Project Name: Award Bld 024-21 Fairhope Docks Bulkhead Repairs

Project Location: Fairhope Docks

Presented to City Council: 8/9/2021

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

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 329,867.77

Vendor: Asphalt Services, Inc

Project Engineer: n/a

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

Department Funding This Project

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

Department of General Fund Providing the Funding

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

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital _____
Unfunded XXX

Expense Code: 001340-50475
G/L Acct Name: Capital Improvements

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

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

Over (Under) budget amount: \$ 329,867.77

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

Capital Lease: _____ - Payment _____ Term _____

Comments: Repair of damages caused by Hurricane Sally.

City Council Prior Approval/Date? _____

<u>Senior Accountant</u>	<u>City Treasurer</u>	<u>Mayor</u>
Purchasing Memo Date: <u>7/28/2021</u>	Purchasing Memo Date: <u>7/28/2021</u>	Delivered To Date: <u>7/30/2021</u>
Request Approved Date: <u>7/30/2021</u>	Request Approved Date: <u>7/30/2021</u>	Approved Date: <u>7/30/2021</u>
Signatures: <u>Aislinn Stone</u>	<u>Kim Creech</u> Kim Creech	<u>Mayor Sherry Sullivan</u> Mayor Sherry Sullivan



MEMO

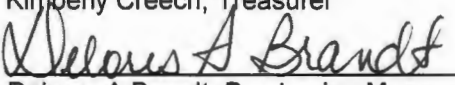
Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

To: Aislinn Stone, Senior Accountant
Kimberly Creech, Treasurer

From: 
Delores A Brandt, Purchasing Manager

Date: July 28, 2021

Re: **Requesting greensheet and approval by Council to award Bid 024-21 Fairhope Docks Bulkhead Repairs—FEMA 4563—RE-BID**

The Public Works Director, Richard Johnson, is requesting repairs to the bulkhead at the Fairhope Docks that was damaged during Hurricane Sally on or about September 15, 2020.

The project was Re-Bid because there were not responses received for the original **Bid 005-21 Fairhope Docks Bulkhead Repairs - FEMA 4563**.

This is an unbudgeted item and the City received two bids for this RE-Bid. The lowest responsive bid was from Asphalt Services, Inc in the amount of THREE HUNDRED TWENTY-NINE THOUSAND EIGHT HUNDRED SIXTY-SEVEN DOLLARS AND SEVENTY-SEVEN CENTS (\$329,867.77).

Please place on the next City Council Agenda this request to award Bid No. 024-21 Fairhope Docks Bulkhead Repairs—FEMA 4563—RE-BID to Asphalt Services, Inc. for \$329,867.77

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

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

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

CITY OF FAIRHOPE TABULATION and Recommendation
BID 024-21 Fairhope Docks Bulkhead Repairs-- FEMA 4563--RE-BID
BID OPENED: July 28, 2021, 10:00 a.m.

89 of 303 views on e notify + 25 emailed

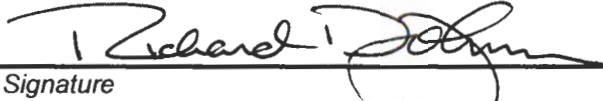
Contractors

			Asphalt Services, Inc.		MD Thomas Construction, LLC	
ITEM	DESCRIPTION	QTY /unit	Unit Price	Estimate Amount	Unit Price	Estimate Amount
A Dock	Type A repairs--Deadman Pile Reset, Edge Dock & Backfill					
1	Deadman Piles - Expose, Investigate, Reset and Adjust Tie Backs	125/LF	200.00	25,000.00	1,320.00	165,000.00
2	New Edge Dock Servicing Covered - Reset/Repair Areas Undermined by Storm - PT SYP Construction per Detail - Unit Price includes all hardware, decking & substructure - pile capes, stringers, bracing, etc	251/SF	38.00	9,500.00	56.00	14,000.00
	Project subtotal			34,500.00		179,000.00
3	Mobilization/Demobilization	1/LS	2,599.57	2,599.57	8,000.00	8,000.00
	SUB-BID total			37,099.57		187,000.00
B Dock	Type B Repairs--Wood Bulkhead & Boat Docks					
1	Bulkhead Piles - 12" x 20-24 Ft. Marine Grade Pressure Treated SYP - Mechanically Driven - Unit Price is in place and includes all equipment, labor, hardware and incidentals required for installation (Full Replacement)	16/each	575.00	9,200.00	1,320.00	21,120.00
2	Dead Man Piles - 12" x 16-24 Ft. Marine Grade Pressure Treated SYP - Mechanically Driven - Unit Price is in place and includes all equipment, labor, hardware and incidentals required for installation (66% Replacement)	15/each	362.50	5,437.50	1,320.00	19,800.00
3	Dock Piles - 12" x 16-24 Ft. Marine Grade Pressure Treated SYP - Mechanically Driven - Unit Price is in place and includes all equipment, labor, hardware and incidentals required for installation (Full Replacement)	10/each	575.00	5,750.00	1,320.00	13,200.00
4	New Bulkhead Wall - Double Course of 2x8x16 (12' minimum length) PT SYP Rough Cut - with triple 4x8 PT SYP RC Whalers, Per Detail - Mechanically Driven - Unit Price is in place and includes all equipment, labor, hardware and incidentals	110/LF	400.00	44,000.00	1,080.00	118,800.00
5	New Dock Servicing "B Dock" - PT SYP Construction per Detail - Unit Price includes all hardware, decking & substructure - pile capes, stringers, bracing, etc	136/SF	33.20	4,515.20	56.00	7,616.00
	Project subtotal			68,902.70		180,536.00
6	Mobilization/Demobilization		2,600.00	2,600.00	8,000.00	8,000.00

MD Thomas Const had missing items /was nonresponsive bid

		SUB-BID total		71,502.70		188,536.00
C Dock	Type C Repairs --Total Bulkhead, Edge Dock & Partial Pile Replacement					
1	Bulkhead Piles - 12" x 20-24 Ft. Marine Grade Pressure Treated SYP - Mechanically Driven - Unit Price is in place and includes all equipment, labor, hardware and incidentals required for installation (66%Replacement)	33/each	575.00	18,975.00	1,320.00	43,560.00
2	Dead Man Piles - 12" x 16-24 Ft. Marine Grade Pressure Treated SYP - Mechanically Driven - Unit Price is in place and includes all equipment, labor, hardware and incidentals required for installation (66% Replacement)	33/each	362.50	11,962.50	1,320.00	43,560.00
3	New Bulkhead Wall - Double Course of 2x8x16 (12' minimum length) PT SYP Rough Cut - with triple 4x8 PT SYP RC Whalers, Per Detail - Mechanically Driven - Unit Price is in place and includes all equipment, labor, hardware and incidentals required for installation	300/LF	400.00	120,000.00	1,080.00	324,000.00
4	4-foot wide Finger Pier (3 Total) - PT SYP Construction per Detail - Unit Price includes all hardware, decking & substructure - pile capes, stringers, bracing, etc.	540/SF	33.20	17,928.00	64.00	34,560.00
5	New Edge Dock Servicing Slips - (300 L.F. - 5 Feet Wide) PT SYP Construction per Detail - Unit Price includes all hardware, decking & substructure - pile capes, stringers, bracing, etc	1500/SF	33.20	49,800.00	64.00	96,000.00
		Project subtotal		218,665.50		541,680.00
	Mobilization/Demobilization		2,600.00	2,600.00	14,000.00	14,000.00
		SUB-BID total		221,265.50		555,680.00
TOTAL BID AMOUNT						
	A Dock			\$ 37,099.57		\$ 187,000.00
	B Dock			\$ 71,502.70		\$ 188,536.00
	C Dock			\$ 221,265.50		\$ 555,680.00
	Combined Bid Total:			\$ 329,867.77		931,216.00
	BID DOCS SIGNED/NOTARIZED			Yes		Yes
	CONTRACTOR INFORMATION			Yes		No
	BID BOND			Yes		Yes
	ADDENDA			Yes		No
	ANTI-LOBBYING CERTIFICATION			Yes		Yes
	CFR CLAUSES			Yes		Yes

Recommendation: Award to Asphalt Services, Inc. for the amounts listed.



Signature

Richard D Johnson, Public Works Director

07 128 2021

Date



Signature

Delores A Brandt, Purchasing Manager

7 128 2021

Date

RESOLUTION NO. _____

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

[1] That the City of Fairhope did request, receive, and open bids for Maintenance Dredging at Fairhope Docks for the Public Works Department. (Bid Number 035-21).

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

Please see attached Bid Tabulations for
Maintenance Dredging at Fairhope Docks
for the Public Works Department.

[3] After evaluating the bid proposals with the required bid specifications, Greenco Services, LLC with a total bid proposal of \$175,098.30, is now awarded the bid for Maintenance Dredging at Fairhope Docks for the Public Works Department.

Adopted on this 9th day of August, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Received 8/2/21
ZJJ

City of Fairhope
Project Funding Request

Issuing Date: 7/30/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award Bid 035-21 Maintenance Dredging

Project Location: Fairhope Docks

Presented to City Council: 8/9/2021

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

Resolution #: Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 175,098.30

Vendor: Greenco services, 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 Maint-34 Plan/Zone

Project will be:

Expensed XXX
 Capitalized _____
 Inventoried _____

Funding Source:

Operating Expenses _____
 Budgeted Capital _____
 Unfunded XXX

Expense Code: 001340-50360
 G/L Acct Name: General Maintenance

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

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

Over (Under) budget amount: \$ 175,098.30

Comments:

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant	City Treasurer	Mayor
Purchasing Memo Date: <u>7/28/2021</u>	Purchasing Memo Date: <u>7/28/2021</u>	Delivered To Date: <u>7/30/2021</u>
Request Approved Date: <u>7/30/2021</u>	Request Approved Date: <u>7/30/2021</u>	Approved Date: <u>7/30/2021</u>
Signatures: <u>Aislinn Stone</u> Aislinn Stone	<u>Kim Creech</u> Kim Creech	<u>Sherry Sullivan</u> Mayor Sherry Sullivan



MEMO

Sherry Sullivan
Mayor

Council Members:

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

To: Aislinn Stone, Senior Accountant
Kimberly Creech, Treasurer

From: 
Delores A Brandt, Purchasing Manager

Date: July 28, 2021

Re: **Requesting greensheet and approval by Council to award
Bid 035-21 Maintenance Dredging at Fairhope Docks—FLY CREEK**

The Public Works Director, Richard Johnson, is requesting the dredging of City Owned marina Slips and City shared harbor channel from the mouth of Fly Creek (jetties) along the northern margins of the harbor proper to allow continued navigational access to Fly Creek and navigation within the harbor; and utilizing the dredged sand material to Renourish, protect and stabilize nearby shoreline areas.

The bid was advertised on 7/14/2021 and bids were accepted on Wednesday July 28, 2021. Five bid responses were received by the City. The lowest responsible bid was from GREENCO Services, LLC in the amount of ONE HUNDRED SEVENTY-TWO THOUSAND NINETY-EIGHT DOLLARS AND THIRTY CENTS (\$172,098.30).

Please place on the next City Council Agenda this request to award Bid No. 035-21 Maintenance Dredging at Fairhope Docks to GREENCO Services LLC for \$172,098.30.

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

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

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

CITY OF FAIRHOPE

BID 035-21 MAINTENANCE DREDGING AT FAIRHOPE DOCKS

OPEN: 1:00 July 28, 2021

PROJECT BID QUANTITIES					Company Name									
Item #	Description	Quantity	Units		Blue Diving & Salvage, LLC		Greenco		Magellan Dredging, Inc.		Magnolia Dredge & Dock, LLC.		MD Thomas Construction, LLC.	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization/Setup 8" Cutterhead Dredge	1	LS		\$1,800.00	\$1,800.00	\$4,500.00	\$4,500.00	\$70,000.00	\$70,000.00	\$71,500.00	\$71,500.00	\$30,000.00	\$30,000.00
2	Mobilization/Setup – Initial Pipeline	1	LS		\$675.00	\$675.00	\$1,000.00	\$1,000.00	\$70,000.00	\$70,000.00	\$13,500.00	\$13,500.00	\$30,000.00	\$30,000.00
3	Mobilization/Setup 6" Auger head dredge	1	LS		\$1,575.00	\$1,575.00	\$2,500.00	\$2,500.00	\$50,000.00	\$50,000.00	\$8,500.00	\$8,500.00	\$30,000.00	\$30,000.00
4	Area 1 Maintenance Dredging Operations ¹	807.5	CY		\$22.50	\$15,544.00	\$10.50	\$8,478.75	\$27.96	\$22,577.70	\$15.25	\$12,314.38	\$39.00	\$31,492.50
5	Area 2 Maintenance Dredging Operations ¹	913.1	CY		\$22.50	\$20,544.75	\$10.50	\$9,587.55	\$24.94	\$22,772.71	\$15.25	\$13,924.78	\$39.00	\$35,610.90
6	Area 3 Maintenance Dredging Operations ¹	306.2	CY		\$22.50	\$6,889.50	\$10.50	\$3,215.10	\$75.44	\$23,099.73	\$15.25	\$4,669.55	\$39.00	\$11,941.80
7	Area 4 Maintenance Dredging Operations ¹	7821.8	CY		\$19.50	\$152,525.00	\$10.00	\$78,218.00	\$16.74	\$130,936.93	\$15.25	\$119,282.45	\$39.00	\$305,050.20
8	Area 5 Maintenance Dredging Operations ¹	207.8	CY		\$22.50	\$4,675.50	\$10.50	\$2,181.90	\$26.36	\$5,477.61	\$15.25	\$3,168.95	\$39.00	\$8,104.20
9	Area 6 Maintenance Dredging Operations ¹	5741.7	CY		\$14.75	\$84,690.75	\$10.00	\$57,417.00	\$10.26	\$58,909.84	\$15.25	\$87,560.93	\$39.00	\$450,227.70
10	Demobilization 8" Cutterhead Dredge	1	LS		\$1,800.00	\$1,800.00	\$4,500.00	\$4,500.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00
11	Demobilization Final Pipeline Breakdown	1	LS		\$675.00	\$675.00	\$1,000.00	\$1,000.00	\$27,000.00	\$27,000.00	\$12,000.00	\$12,000.00	\$30,000.00	\$30,000.00
12	Demobilization 6" Auger head dredge	1	LS		\$1,575.00	\$1,575.00	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00	\$3,575.00	\$3,575.00	\$30,000.00	\$30,000.00
Total of Base Bid:						\$292,969.50		\$175,098.30		\$510,774.52		\$369,996.04		\$1,022,427.30
BID DOCS SIGNED/NOTARIZED					Y			Y		Y		Y		Y
CONTRACTORS LICENSE					Y			Y		Y		Y		N
ADDENDA					Y			Y		Y		Y		Y
BID BOND					Y			Y		Y		Y		Y

Recommendation: Award to GRENCO as lowest responsible bidder

Signature: 
Richard D Johnson, Public Works Director

Date: 8, 4, 2021

\$175,098.30

\$510,774.52

\$1,022,427.30

Signature: 
Delores A Brandt, Purchasing Manager

Date: 8, 4, 21

City Of Fairhope - Fairhope Docks

Dredge Areas and Volumes - Low Bid Cost Estimate



Bid Cost Details					
ITEM #	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
00001	Mobilization/Setup 8" Cutterhead Dredge	1	LS	\$4,500.00	\$4,500.00
00002	Mobilization/Setup – Initial Pipeline	1	LS	\$1,000.00	\$1,000.00
00003	Mobilization/Setup 6" Auger head dredge	1	LS	\$2,500.00	\$2,500.00
00004	Area 1 Maintenance Dredging Operations ¹	807.5	CY	\$10.50	\$8,478.75
00005	Area 2 Maintenance Dredging Operations ¹	913.1	CY	\$10.50	\$9,587.55
00006	Area 3 Maintenance Dredging Operations ¹	306.2	CY	\$10.50	\$3,215.10
00007	Area 4 Maintenance Dredging Operations ¹	7821.8	CY	\$10.00	\$78,218.00
00008	Area 5 Maintenance Dredging Operations ¹	207.8	CY	\$10.50	\$2,181.90
00009	Area 6 Maintenance Dredging Operations (North Half of Channel) ¹	3153.9	CY	\$10.00	\$31,539.00
00010	Demobilization 8" Cutterhead Dredge	1	LS	\$4,500.00	\$4,500.00
00011	Demobilization Final Pipeline Breakdown	1	LS	\$1,000.00	\$1,000.00
00012	Demobilization 6" Auger Head Dredge	1	LS	\$2,500.00	\$2,500.00
Adjusted Estimate Based on Sealed Bid Prices					\$149,220.30

Dredge Area Data				
AREA	DESCRIPTION	AREA (sf)	AREA (ac)	VOL (CY)
One (1)	City Dock - Fly Creek	6041	0.14	807.5
Two (2)	City Dock - Fly Creek	12541	0.29	913.1
Three (3)	City Dock - Fly Creek	14851	0.34	306.2
Four (4)	Fairhope Docks Basin North	72384	1.66	7821.8
Five (5)	Fairhope Docks Basin North	1600	0.04	207.8
Six (6)	Fly Creek Harbor Channel	102188	2.35	11544.3
Area Totals:		209605	4.81	21600.7

Contract Options				
Items 1-3	Items 10-12	Dredge Areas	Dredge \$	Total
\$8,000.00	\$8,000.00	North 1/2 of Channel + Area 4 (Fuel Docks + Main Harbor)	\$109,757.00	\$125,757.00
\$8,000.00	\$8,000.00	North 1/2 of Channel + Area 4 (Fuel Docks + Main Harbor) + Area 3	\$112,972.10	\$128,972.10
\$8,000.00	\$8,000.00	North 1/2 of Channel + Area 4 (Fuel Docks + Main Harbor) + Area 3 + Area 2	\$122,559.65	\$138,559.65
\$8,000.00	\$8,000.00	North 1/2 of Channel + Area 4 (Fuel Docks + Main Harbor) + Area 3 + Area 2 + Area 1	\$131,038.40	\$147,038.40

Lisa A. Hanks, MMC

From: Richard Johnson
Sent: Wednesday, August 4, 2021 4:13 PM
To: Sherry Sullivan
Cc: Dee Dee Brandt; Cory Pierce; Lisa A. Hanks, MMC; Kimberly Creech
Subject: RE: dredging
Attachments: Cost Est Based on Bids 08-04-2021.pdf

Mayor:

See attached – hopefully this will clarify. Lisa stated Councilman Burrell wanted more detail. Bottomline:

If FYC has dredged what they say their Contractor has done (approx. 45% of Area 6) then the “Do It All” cost drops to \$150K (\$25K Less than the Cert. Bid Tab)

To do the remaining half of the channel plus the Fuel Docks and adjacent harbor - \$126K

The additional \$24K to “Do It All” seems too good of a value to pass on. However, that is a Council decision.

Thanks,

RDJ

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

From: Richard Johnson
Sent: Wednesday, August 4, 2021 9:12 AM
To: Sherry Sullivan <sherry.sullivan@fairhopeal.gov>
Cc: Dee Dee Brandt <deedee.brandt@fairhopeal.gov>; Cory Pierce <cory.pierce@fairhopeal.gov>
Subject: RE: dredging

Mayor:

I had a coordination call with Tracy this morning. Their Dredge Contractor is wrapping up in the next few days and if Council moves on our bid there should be no overlap – which is good. Tracy will provide us a copy of their post-dredge survey so we will know the exact starting point for our contractor.

I left it with her that I would check-in with her in 10-12 days to coordinate survey and our work schedule.

Thanks,

RDJ

Richard D. Johnson, PE
Public Works Director

**MAINTENANCE DREDGING
HARBOR CHANNEL, SLIPS AND BASINS
Fly Creek - Mobile Bay**

Title:	Overall Dredge Plan/Area		
Date:	7/8/2021	Project #:	2021-PWI 018
		Scale:	1 in. = 100 ft.
RDJ	Sheet No.:	2 of 8	



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 Headset Packages for the Fairhope Volunteer Fire Department (Bid Number 033-21).

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

Please see attached Bid Tabulations for
Headset Packages for the
Fairhope Volunteer Fire Department

[3] After evaluating the bid proposals with the required bid specifications, Sunbelt Fire, Inc. with a total bid proposal of \$59,504.00, is now awarded the bid for Headset Packages for the Fairhope Volunteer Fire Department.

Adopted on this 9th day of August, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/30/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award Bid 033-21 Headset Packages for Fairhope Volunteer Fire Department

Project Location: FVFD

Presented to City Council: 8/9/2021

Funding Request Sponsor: Chris Ellis, Fire Chief
John Saraceno

Resolution # : _____
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 59,504.00

Vendor: Sunbelt Fire, Inc

Project Engineer: n/a

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

Department Funding This Project

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

Department of General Fund Providing the Funding

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

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 003-50340
G/L Acct Name: General Supplies

Project Budgeted: \$ 47,774.02
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ 11,729.98

Comments:

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

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

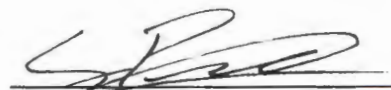
Senior Accountant	City Treasurer	Mayor
Purchasing Memo Date: <u>7/29/2021</u>	Purchasing Memo Date: <u>7/29/2021</u>	Delivered To Date: <u>7/30/2021</u>
Request Approved Date: <u>7/30/2021</u>	Request Approved Date: <u>7/30/2021</u>	Approved Date: <u>7/30/2021</u>
Signatures: <u>Aislinn Stone</u>	<u>Kim Crech</u> Kim Crech	<u>Sherry Sullivan</u> Mayor Sherry Sullivan



MEMO

Sherry Sullivan
Mayor

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

From: 
Cory Pierce, Purchasing Manager

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

Date: July 29, 2021

Lisa A. Hanks, MMC
City Clerk

Re: **Requesting a green sheet and approval by City Council to award Bid 033-21 Headset Packages for Fairhope Volunteer Fire Department (FVFD)**

Kimberly Creech
City Treasurer

The Fairhope Volunteer Fire Department, Fire Maintenance Supervisor, John Saraceno, is requesting the procurement of new headset packages for the FVFD. These headset packages are critical for continuous communication between emergency front line personnel.

Bid 033-21 Headset Packages for Fairhope Volunteer Fire Department was sent to 10 vendors and viewed by 83 vendors of the 303 e-notification recipients on the City's website. Despite being advertised for 16 days, the City received only one bid. The Fire Maintenance Supervisor recommends the award be made to **Sunbelt Fire, Inc.** in the amount of **FIFTY-NINE THOUSAND FIVE HUNDRED FOUR DOLLARS (\$59,504)**.

Please prepare a green sheet and place on the next City Council Agenda this request to award the Headset Packages to Sunbelt Fire, Inc. in the amount of \$59,504.

Enclosure

Cc: Chris Ellis, John Saraceno, Randy Weaver, Clint Steadham

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

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

PROJECT REQUEST FORM

Project Owner: John Saraceno Department: Fire

Bid Number and Name: Fire Truck Head Sets

Budget Amount: 47,775 Budget Code: 50340

Anticipated Start Date: ASAP Project Duration: _____

Bid Duration: 2 weeks Engineer of Record: _____

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

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

Project Administered: Internally Externally By: John Saraceno

Bidders List Review: No Yes By: _____

Tax Exempt Project: No Yes Insurance Requirements: Minimum Maximum

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

Related Bids/RFs: _____ Bid Opening: _____

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

Notes: This is for our communication head sets in our front line trucks

SIGNATURES

Requestor: John Saraceno
John Saraceno (Jul 12, 2021 14:15 CDT)

Senior Accountant: Aislinn Stone
Aislinn Stone (Jul 13, 2021 10:01 CDT)

City Treasurer: Kimberly Creech
Kimberly Creech (Jul 12, 2021 14:18 CDT)

Mayor: Sherry Sullivan
Sherry Sullivan (Jul 13, 2021 10:28 CDT)

CITY OF FAIRHOPE
 BID 033-21 Headset Package for Fairhope Volunteer Fire Department
 Bid opened: July 29, 2021

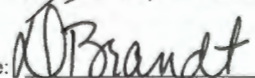
83 out of 304 viewed e-notification plus emailed to 4 specialty companies

DESCRIPTION	ESTIMATED QUANTITY	FIRM FIXED PRICE PER UNIT	FIRM FIXED TOTAL PRICE	Sunbelt Fire, Inc		Company Name		FIRM FIXED PRICE PER UNIT	FIRM FIXED TOTAL PRICE
				FIRM FIXED PRICE PER UNIT	FIRM FIXED TOTAL PRICE	FIRM FIXED PRICE PER UNIT	FIRM FIXED TOTAL PRICE		
ITEM 1 FIRECOM, UHW503 Intercom-Only Under-Helmet, DECT7 Wireless Headset or equivalent	21	X \$	= \$	\$679.00	= \$ 14,259.00	\$	= \$	\$	= \$
ITEM 2 FIRECOM, UHW505 Radio Transmit Under-Helmet, DECT7 Wireless Headset or equivalent	14	X \$	= \$	\$699.00	= \$ 9,786.00	\$	= \$	\$	= \$
ITEM 3 FIRECOM, WB505R DECT7 Wireless Base Station, 5-Person Radio Transmit or equivalent	11	X \$	= \$	\$1,049.00	= \$ 11,539.00	\$	= \$	\$	= \$
ITEM 4 FIRECOM, 5200D Digital Intercom or equivalent	7	X \$	= \$	\$1,135.00	= \$ 7,945.00	\$	= \$	\$	= \$
ITEM 5 FIRECOM, MR-52X, Radio Interface Cable (Compatible with APX 4500) or equivalent	9	X \$	= \$	\$170.00	= \$ 1,530.00	\$	= \$	\$	= \$
ITEM 6 FIRECOM, MR-65X, Interface Cable (Compatible with Kenwood TK 7180) or equivalent	9	X \$	= \$	\$170.00	= \$ 1,530.00	\$	= \$	\$	= \$
ITEM 7 NFPA Compliant Behind Head or Under Helmet Only Hanger Hook	35	X \$	= \$	\$9.00	= \$ 315.00	\$	= \$	\$	= \$
ITEM 8 On-Site Complete Turnkey Installation of headsets and accessories	7 Vehicles	X \$	= \$	\$18,000.00	= \$ 12,600.00	\$	= \$	\$	= \$
GRAND TOTAL = \$				= \$ 59,504.00		= \$		= \$	

Recommendation: Award to SUNBELT FIRE INC

Signature: 
 John Garaceno, Fire Maintenance Supervisor

Date: 7/29/2021

Signature: 
 Delores A Brandt, Purchasing Manager

Date: 7-29-21

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to approve a Three-Year Lease of Mailing Machine for the City; and the type of mailing machine 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 State of Alabama NASPO/Value Point contract information:

Contract: ADSPO16-169901-1

Three-Year Lease for Mailing Machine **Cost is \$523.51 per month**
Total Lease \$18,846.36

Adopted on this 9th day of August, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/30/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award Procurement of New Mail Machine 3 Year Lease

Handwritten initials

Project Location: City Hall

Presented to City Council: 8/9/2021

Funding Request Sponsor: Jeff Montgomery, Director of Information Technology

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 6,282.12 (3 year lease total \$18,846.36)

Vendor: Quadient Leasing USA

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:

Funding Source:

Expensed XXX
Capitalized
Inventoried

Operating Expenses XXX
Budgeted Capital
Unfunded

Expense Code: xxx-50523
G/L Acct Name: Equipment Rental Lease

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

Project Budgeted: \$ 6,282.12 Draft Budget FY22
Balance Sheet Item-
included in projected
cash flow

Over (Under) budget amount: \$ -

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

Comments:

3 year lease totaling \$18,846.36 ; \$6282.12 annually

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: 7/30/2021

Request Approved Date: 7/30/2021

Request Approved Date: 7/30/2021

Approved Date: 7/30/2021

Signatures: *Aislinn Stone*
Aislinn Stone

Kira Creech
Kira Creech

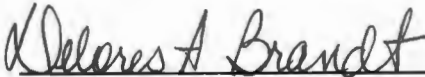
Mayor Sherry Sullivan
Mayor Sherry Sullivan



MEMO

Sherry Sullivan
Mayor

To: Aislinn Stone, Senior Accountant
Kimberly Creech, Treasurer

From: 
Delores A Brandt, Purchasing Manager

Council Members:

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

Date: July 19, 2021

Re: **Request to place on City Council agenda to approve the award of new Mail machine—3-year lease to Accurate Control Equipment, a Quadient Dealer, through State of Alabama NASPO/Value Point Contract**

Lisa A. Hanks, MMC
City Clerk

The current lease of the City's mailing machine is ending. The IT Department needs to lease a replacement machine. The new three-year lease proposal is through Quadient Leasing USA, INC (Accurate Control Equipment—formerly Mail Finance) on the **State of Alabama NASPO/Value Point—contract #ADSP016 169901** (see attached). This new machine, ***iX-7 Series Mailing system***, is the choice with the additions as stated in the proposal (see attached) and is offered at \$523.51 per month. The total amount for the **36 months** is **EIGHTEEN THOUSAND EIGHT HUNDRED FORTY-SIX DOLLARS AND THIRTY-SIX CENTS (\$18,846.36)**.

Kimberly Creech
City Treasurer

Please place on the next City Council Agenda this request to procure a new mailing system three-year lease through Quadient Leasing USA (Accurate Control Equipment, Inc) on the State of Alabama NASPO/VALUE POINT contract for a total of \$18,846.36

CC; file, Jeff Montgomery, R Weaver

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

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

City of Fairhope
 555 S Section St
 Fairhope AL 36532
 251-928-2136

**STATE OF ALABAMA NASPO/VALUE POINT
 CONTRACT # ADSPO16-169901**

To:
 Quadient Leasing USA Inc.
 478 Wheelers Farms Road
 Milford, CT 06461
 866-448-0045

SHIP TO:
 City of Fairhope
 555 S Section St
 Fairhope AL 36532
 251-928-2136

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
	Deedee Brandt			

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1		IX7 Digital Mailing System (Maint. Incl.)		\$161.95/mo.
1		IXDS7 Dynamic Weighing Platform (Maint. Incl.)		137.15/mo.
1		IXWP30 30lb. Weigh Platform (Maint. Incl.)		56.63/mo.
1		IXELDPKG Roll Tape Dispenser/Stand (Maint. Incl.)		56.34/mo.
1		DT-Ecert4KAS e-Certify Subscription 2,000 per year		51.44/mo.
1		IX-7A1 Postage Meter		60.00/mo.
1		36 Month Lease @ \$523.51/mo.= \$ 18,846.36 Billed Quarterly		
			SUBTOTAL	18,846.36
			SALES TAX	0.00
			SHIPPING & HANDLING	0.00
			OTHER	0.00
			TOTAL	\$ 18,846.36

- Order is governed under the terms and conditions of the State of Alabama NASPO/Value Point Contract # ADSPO16-169901-1. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
- Payments will be sent to:
 Quadient Leasing USA Inc.
 Dept 3682
 P.O. Box 123682
 Dallas TX 75312-3682
 Federal ID Number: 94-238882
- Send all correspondence to:
 City of Fairhope
 PO Box 429
 Fairhope AL 36533
 251-232-2136

Authorized by _____

Date _____

Print Name and Title _____

Dee Dee Brandt

7-16-21

7-19-21

To: Jeff Montgomery
Cc: Lisa Hanks; Cory Pierce; Kimberly Creech
Subject: NEW MAIL MACHINE LEASE
Attachments: brochure-- Quadiant Ix-7 Series.pdf; proposals for new lease.pdf; 1380 Mailing Machine 3-year Lease.pdf; Randall Staab information.pdf; Project Request Form - Fillable rev.pdf

Jeff:

We spoke with Randall Staab, of **Accurate Control Equipment** (formerly **Mailfinance**), this morning concerning the 3 yr mail machine lease that is expiring soon. I have attached the greensheet from July 2018.

The new brochure for the machine comparable to what we now have is attached.

I have also attached PO for the expiring the quote, and the quote from the **NASPO/Valuepoint Contract #16-169901 (AL)**, the new amount is \$523.51 per month with total of \$18,826.36. However, the line item costs are not there—I am asking him for that today. There is a copy of the Lease and the order if we do not make any changes.

Please create a Purchase Request for this. I spoke with Lisa, she seems to be happy with the functionality we have now, but you may want to look over the new brochure.

Mr. Staab's contact info is attached if you need further information regarding updated or added items in brochure.

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



**Government Product Lease Agreement
with Postage Meter Rental Agreement**

Section (A) Office Information

Office Number 601	Office Name Accurate Control Equipment Inc.	Phone # (251) 928-4976	Date 08/02/2021
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Section (B) Billing Information

Company Name	CITY OF FAIRHOPE		
DBA	ACCOUNTS PAYABLE		
Billing Address	PO BOX 429		
City State Zip+4	FAIRHOPE	AL	36533-0429
Contact Name		Phone	(251) 928-2136
Contact Title		Fax	(251) 990-0107
Email Address		PO #	

Section (C) Installation Information (if different from billing information)

Company Name	CITY OF FAIRHOPE		
Installation Address	555 S SECTION ST		
City State Zip+4	FAIRHOPE	AL	36532-1609
Contact Name	LISA HANKS	Phone	(251) 928-2136
Contact Title	CITY CLERK	Fax	(251) 990-0107
Email Address	LISA.HANKS@FAIRHOPEAL.GOV		
Main Post Office		PO 5-Digit Zip Code	

Section (D) Products

Qty	Model / Part Number	Description (include Serial Number, if applicable)
1	IX7	iX-7 Series Base w/ Mixed Size Feeder, Sealer, Drop Tray & Ink Cartridge
1	IXDS7	Dynamic Weighing Platform for IX Series 77PRO Bases
1	IXWP30	IX Series 30 lb Weighing Platform
1	IXELDPKG	IX Series 77PRO Remote Label Dispenser w/Stand
1	DT-ECERT2KAS	e-Certify Subscription - Level 3 (up to 2,000 e-Certs per year).

Section (E) Lease Payment Information & Lease Payment Schedule

Tax Status: <input type="checkbox"/> Taxable <input checked="" type="checkbox"/> Tax Exempt <i>Certificate attached</i> Billing Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually Billing Method: <input type="checkbox"/> Standard <input checked="" type="checkbox"/> Arrears	Number of Months First 36 Monthly Payment (Plus applicable taxes) \$523.49
	Current Lease Number: N18072851
	<input type="checkbox"/> ACH (Customer to submit authorization form)

Section (F) Postage Meter & Postage Funding Information

Meter Model	IX7AI	Machine Model	IX7
Postage Funding Method: <input checked="" type="checkbox"/> Bill Me <input type="checkbox"/> Prepay by Check <input type="checkbox"/> ACH Debit (Submit customer authorization form) <input type="checkbox"/> OMAS <input type="checkbox"/> CPU (include authorization form)		Postage Funding Account: <input checked="" type="checkbox"/> POC <input type="checkbox"/> TMS <input type="checkbox"/> New <input checked="" type="checkbox"/> Existing Existing Account Number: 96527393	
Agency Code		Sub Agency Code	

Service Products (Check all that apply)

<input checked="" type="checkbox"/> Online Postal Rates iMeter™ App (SP10)
<input checked="" type="checkbox"/> Online Postal Expense Manager iMeter™ App (SP20/NeoStats)
<input type="checkbox"/> Online E-Services iMeter™ App (SP30)
<input checked="" type="checkbox"/> NeoShip PLUS (EP70PLUS)
<input checked="" type="checkbox"/> NeoShip Install & User Guide (EP70GUIDES)
<input type="checkbox"/> RunMyMail <input type="checkbox"/> 3G/4G Cell Service
<input checked="" type="checkbox"/> Maintenance
<input checked="" type="checkbox"/> Installation/Training <input type="checkbox"/> Software Support for premise (non-cloud) solutions

Section (G) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to the Postage Funding Account unless initial here _____.

This document consists of a Government Product Lease Agreement with Quadient Leasing USA, Inc.; and a Postage Meter Rental Agreement, and Online Services and Software Agreement with Quadient, Inc.; and a Postage Funding Account Agreement with Quadient Finance USA, Inc. Your signature constitutes an offer to enter into such agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Government-Equipment-Lease-Terms-USPS-Dealer-V9-2020), which are also available at www.quadient.com/Government-Equipment-Lease-Terms-USPS-Dealer-V9-2020, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Guided by Quadient, Inc.'s Sustainable Design and Responsible Manufacturing Policy, our Products may contain reused components. For more information visit <https://www.quadient.com/about-us/sustainable-design-and-manufacturing>.

***** SEE PURCHASE ORDER ***** Authorized Signature _____	_____	_____
	Print Name and Title	Date Accepted
Accepted by Quadient Inc. and its Affiliates _____		Date Accepted _____

Customer

Organization	CITY OF FAIRHOPE		
DBA	ACCOUNTS PAYABLE		
Address	PO BOX 429		
City State Zip	FAIRHOPE	AL	36533-0429
Phone	(251) 928-2136	Fax	(251) 990-0107

Purchase Order - Lease

NASPO/ValuePoint Contract #: ADSPO 16-169901
 and / or
 State Participating Addendum (PA) #:
 ADSPO16-169901 (AL)

Vendor

Company Name	Quadient Leasing USA Inc. FEDERAL ID# 94-2388882		
Attention	Government Sales	DUNS# 150836872	
Address	478 Wheelers Farms Rd		
City State Zip	Milford	CT	06461
Phone	(866) 448-0045	Fax	(203) 301-2600

Ship To

Organization	CITY OF FAIRHOPE		
Attention	LISA HANKS		
Address	555 S SECTION ST		
City State Zip	FAIRHOPE	AL	36532-1609
Phone	(251) 928-2136	Email	LISA.HANKS@COFAIRHOPEAL.

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point	Terms
			Ground	Destination	Quarterly Invoicing

QTY	Unit	Description	Unit Price	Total
36	Months	Lease Payment	\$523.51	\$18,848.36

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

Products

QTY	Product ID	Description
1	IX7	iX-7 Series Base w/ Mixed Size Feeder, Sealer, Drop Tray & Ink Cartridge
1	IXDS7	Dynamic Weighing Platform for IX Series 7/7PRO Bases
1	IXWP30	IX Series 30 lb Weighing Platform
1	IXELDPKG	IX Series 7/7PRO Remote Label Dispenser w/Stand
1	DT-ECERT2KAS	e-Certify Subscription - Level 3 (up to 2,000 e-Certs per year).

- Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number ADSPO16-169901. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
- Payments will be sent to:
 Quadient Leasing USA Inc.
 Dept 3682
 PO Box 123682
 Dallas TX 75312-3682
- Send all correspondence to:
 Quadient Leasing USA Inc.
 478 Wheelers Farms Rd
 Milford CT 06461

 Authorized by Date

 Print Name Title

WORKING AT THE SPEED OF BUSINESS

Dynamic. User-Focused. Durable.



iX-7 Series

The iX-7 Series mailing system is a paramount addition to any business. Built to excel in the most demanding mail centers, the iX-7 Series is available with two different processing speeds and a variety of weighing and stacking options.



EXPERIENCE
A rich history of
world-class leadership



PROVEN RESULTS
96% customer
satisfaction rate



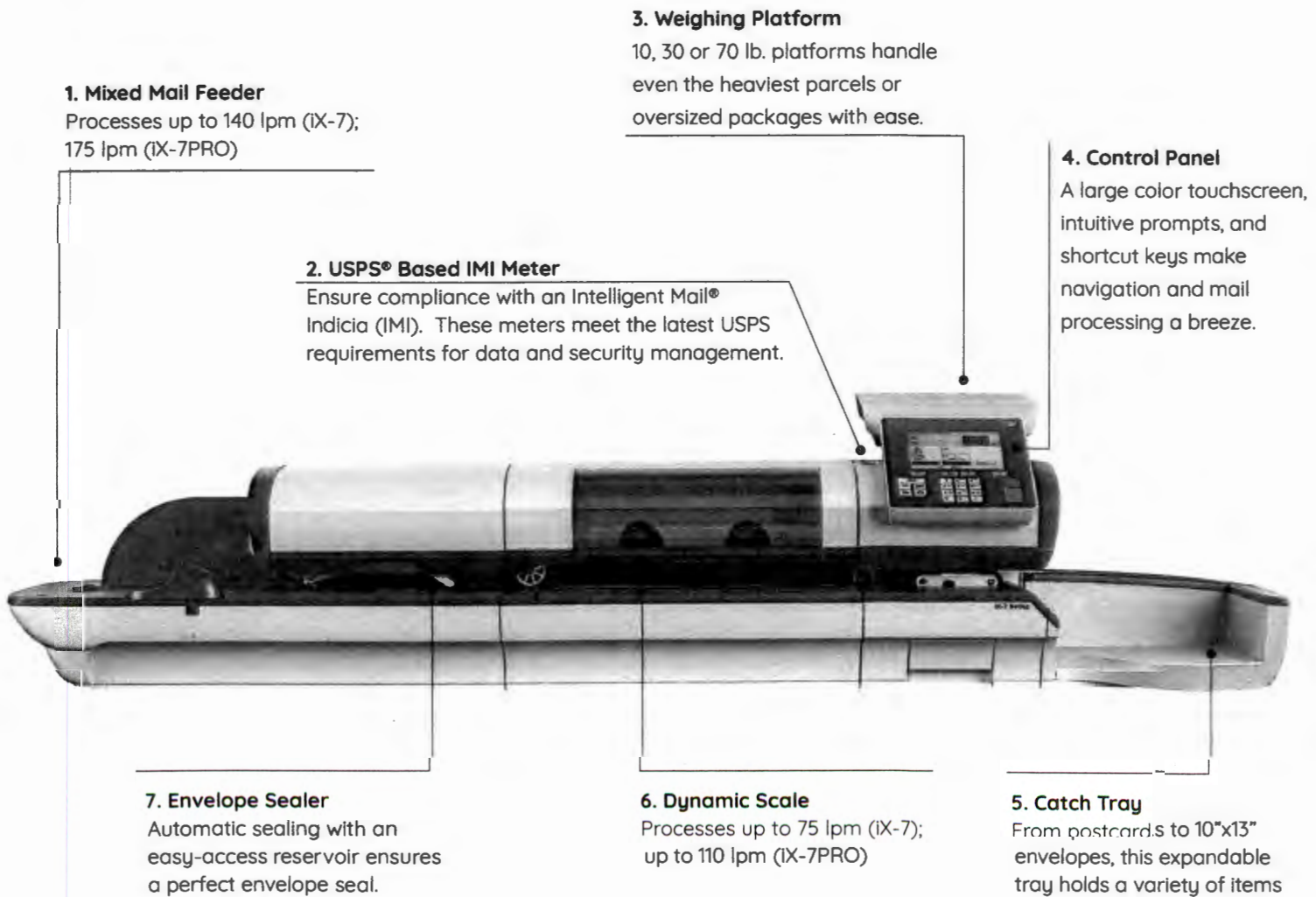
EXPERTISE
8 billion personalized
experiences annually



BACKED BY THE EXPERTS
Gartner, Forrester,
and Aspire

INNOVATION DRIVEN BY EXPERIENCE

The contemporary design of the iX-7 Series depicts clean lines, bold edges and an easy to use color touchscreen while maintaining Quadient's commitment to build and ship products in the most ecological manner. The iX-7 Series meets the latest Intelligent Mail Indicia (IMI) and Dimensional Weighing (DIM) USPS® requirements.



MULTI-CARRIER SHIPPING WITH NEOSHIP ADVANCED

Times are changing and businesses want options when it comes to sending parcels. Some companies are extremely loyal to a specific carrier, while others are focused on the bottom line. Hitting a delivery target, or sending an item at the lowest cost are key priorities. Neoship ADVANCED provides the choices businesses are looking for.



- Multi-carrier shipping using USPS®, UPS® and FedEx®
- Cost and time saving opportunities with rate shopping:
 - Neoship automatically identifies the lowest cost or fastest delivery method for getting a parcel to its final destination
- An intuitive interface makes desktop shipping a breeze
- USPS® IM®pb compliant solution
- Discounted postage rates with Commercial Base Pricing
- Free address correction services
- Streamlined shipping workflow with batch processing

MANAGE, CONTROL AND TRACK POSTAGE EXPENSES WITH NEOSTATS

This robust application provides tools to reconcile postage dollars down to 1/10 of a cent in minutes!

- Analyze postage expense data in summary or detailed formats
- Tighten postage forecasting and budgets by understanding postage usage trends on a daily, weekly, or monthly basis
- Optimize potential cost savings by reviewing use of USPS Mail Classes and Weight Break detail
- Create spreadsheets and eye-catching colorful graphs
- Export and share data for additional analysis

This flexible solution supports predefined and user-defined reporting parameters based on Mail Class, Account/Department, Weight Break, Presort and Operator details.

Neostats Enhanced supports a single mailing system. Upgrade to Neostats Consolidated to centralize postage expense data for multiple mailing systems at one location or across many.



SPECIFICATIONS

USPS based IMI meter	Standard
Processing speed iX-7	Up to 140 lpm
Processing speed iX-7PRO	Up to 175 lpm (postcards)
Dynamic weighing speed iX-7	Up to 75 lpm
Dynamic weighing speed iX-7PRO	Up to 110 lpm (postcards)
Color display	Standard
On-screen DIM calculations	Standard
Accounts/departments	100 Standard
Envelope minimum	3.5" X 5"
Envelope maximum	10" x 13"
Envelope thickness	Up to 5/8"
Envelope orientation	Landscape or portrait
Connectivity	LAN Standard
Job imprint memories	9
Neoslogan	Standard
Postage meter tapes	Yes, integrated automatic dispenser
4-digit PIN code	Standard
Neostats Basic postage expense reporting	Standard

OPTIONS

Differential weighing	Available
External weighing platform	Available 10, 30 or 70 lb.
Accounts/departments upgrade	300 or 500
E-Services with Electronic Return Receipt	Available
Neostats Enhanced postage expense reporting	Available
Neostats Consolidated postage expense reporting	Available
Neoship PLUS online shipping software (USPS only)	Available
Neoship ADVANCED multi-carrier online shipping software	Available
IPV6	Available

SYSTEM DIMENSIONS

iX-7 with envelope tray	50" X 18" X 13"
iX-7 with dynamic scale and envelope tray	67" X 18" X 13"

Guided by Quadient's Sustainable Design and Responsible Manufacturing Policy, our products may contain reused components. For more information, visit www.quadient.com/about-us/sustainable-design-and-manufacturing.



About Quadient®

Quadient is the driving force behind the world's most meaningful customer experiences. By focusing on four key solution areas including Customer Experience Management, Business Process Automation, Mail-related Solutions, and Parcel Locker Solutions, Quadient helps simplify the connection between people and what matters. Quadient supports hundreds of thousands of customers worldwide in their quest to create relevant, personalized connections and achieve customer experience excellence. Quadient is listed in compartment B of Euronext Paris (QDT) and belongs to the SBF 120 index.

For more information about Quadient, visit www.quadient.com



Simplify the Preparation, Tracking and Storage of Your Certified Mail[®] with Return Receipt[™]

Is managing document proof of delivery simply a hassle? Does your business require a signature when documents have been mailed or delivered? With ConnectSuite e-Certify, you can centralize the processing of Certified Mail and track your document directly through the United States Post Office[®]. Preparing your Certified Mail with Return Receipt electronically saves you time and money, enabling you to access specific delivery information and images of recipient signatures, all securely stored in the cloud.

If you need assurance and proof your important documents have been both delivered and received, without the hassle of preparing the mail pieces and storing the Return Receipt "green cards", then ConnectSuite e-Certify is for you.

ConnectSuite e-Certify allows you to:

- Reduce manual labor and increase efficiency
- Enhance tracking via an easy-to-use centralized portal
- Retrieve and store recipient signatures securely in the cloud
- Receive automatic email notifications when signatures are available
- Reduce postage costs for Certified Mail with Return Receipt[™]
- Prepare Certified Mail from multiple locations and send through a centralized mailroom

The image shows a screenshot of the e-Certify web application interface. The interface has a dark header with the "quadiant" logo on the left and "e-Certify" in the center. A left-hand navigation menu includes options like "Show/Hide Menu", "Create Tracking", "Mail Pieces", "My Mail Queue", "Jobs/History", "Addressbook", "Mail Reports", "Favorites", "Report", "Logout", and "Back to Old Experience". The main content area features three large buttons labeled "Mail", "Search", and "Report". To the right of the interface is a sample of a USPS Certified Mail label. The label includes the text "CERTIFIED MAIL", "152PC CERTIFIED MAIL", a barcode, the number "9214 8801 1935 6200 0037 91", and the recipient address: "ABC COMPANY, 12345 MAIN STREET, LOURVILLE, NY 40299-6789".

Send Certified Mail in just 4 Easy Steps!

- 1 Mail Piece Creation and Address Validation**
Log in to the e-Certify web portal and type the recipient's address (or select it from your address book).
- 2 Print Certified Mail Barcode**
Two ways to print:
a) Print a Certified Mail barcode on standard 8.5" x 11" paper
b) Print a Certified Mail barcode on a custom label
- 3 Prepare your Document for Mailing**
Two methods to preparing your documents:
a) Insert the folded cover page and documents into a Certified Mail window envelope
b) Apply custom label onto any sized envelope
- 4 Meter the Envelope and Mail**
Meter the envelope and bring your mail piece to the USPS® along with your Form 3877 to be stamped.



Note: You can also print Form 3877 "Firm Book" and obtain official date stamp at the Post Office.

Quadiant-Certified Label Printer Specifications

Model	Brother TD-4000 & TD-4100N
Model type	Industrial desktop printer
Maximum media width	4.13" (105 mm)
Media types	Drop-in roll or fanfold (rear slot) continuous label or paper, die cut labels, tag stock
Adhesive media thickness	0.003"-0.007" (0.076 mm-0.178 mm)
Networking	Available on the TD-4100N model only (10/100 print server built-in)
Interface	USB (1.1 or 2.0), serial (RS-232C), ethernet for the TD-4100N only (10/100 Base-TX)
System Dimensions	Length x Depth x Height
Brother TD-4000 & TD 4100N	6.8" x 9.0" x 6.2" (173 mm x 229 mm x 158 mm)
Weight	4.0 lbs (1.85 kg) without RD roll

About Quadiant

Quadiant is the driving force behind the world's most meaningful customer experiences. By focusing on four key solution areas including Customer Experience Management, Business Process Automation, Mail-related Solutions, and Parcel Locker Solutions, Quadiant helps simplify the connection between people and what matters. Quadiant supports hundreds of thousands of customers worldwide in their quest to create relevant, personalized connections and achieve customer experience excellence. Quadiant is listed in compartment B of Euronext Paris (QDT) and belongs to the SBF 120 index.

For more information about Quadiant, visit quadiant.com.

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 Three 15.5kv Triple Single Reclosures with added Optional Items for the Electric Department from Southern States, LLC as Sole Source Distributor; and authorizes procurement without formal bid based on the option allowed by the Code of Alabama 1975, Section 41-16-51(b)(7). The cost will be \$61,225.00.

Adopted on this 9th day of August, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/30/2021

Please return this Routing Sheet to Treasurer by: ASAP

ASAP

Project Name: Procurement of three (3) 15.5Kv Triple Single Reclosures

Project Location: Electric System

Presented to City Council: 8/9/2021

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

Resolution # : _____
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 61,225.00

Vendor: Southern States, 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
Capitalized XXX
Inventoried

Funding Source:

Operating Expenses
Budgeted Capital XXX
Unfunded

Expense Code: 003-59500
G/L Acct Name: Capital System Improvements

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

Project Budgeted: \$ 75,000.00
Balance Sheet Item Included in projected cash flow

Over (Under) budget amount: \$ (13,775.00)

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

Capital Lease: _____ Payment _____ Term _____

Comments: Sole Source

City Council Prior Approval/Date? _____

Senior Accountant: _____ City Treasurer: _____ Mayor: _____

Purchasing Memo Date: 7/27/2021 Purchasing Memo Date: 7/27/2021 Delivered To Date: 7/30/2021

Request Approved Date: 7/30/2021 Request Approved Date: 7/30/2021 Approved Date: 7/30/2021

Signatures: Aislinn Stone Kim Creech 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

Date: July 27, 2021

Re: **Greensheet and Council approval of budgeted request by the Electric Dept to Procure Three (3) Reclosures**

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

The Electric Department is requesting approval to purchase **three (3) reclosures** which are budgeted and have been quoted under the budgeted amount of \$75,000.00. The reclosures will be placed strategically along our system and will be utilized to isolate areas of faults while allowing certain other areas to remain energized, thus reducing the quantity of outages and outage times This is a **SOLE SOURCE** procurement (see attached letter) from **Southern States, LLC. for SIXTY-ONE THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS (\$61,225.00)** for 3 reclosures and added optional items (see attached pricing sheet)

Lisa A. Hanks, MMC
City Clerk

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

Kimberly Creech
Treasurer

The purchase of equipment, supplies, or materials needed, used, and consumed in the normal and routine operation of any waterworks system, sanitary sewer system, gas system, or electric system, or any two or more thereof, that are owned by municipalities, counties, or public corporations, boards, or authorities that are agencies, departments, or instrumentalities of municipalities or counties and no part of the operating expenses of which system or systems have, during the then current fiscal year, been paid from revenues derived from taxes or from appropriations of the state, a county, or a municipality

Please place on the next available City Council Agenda this request for three reclosures and optional items for a total amount of \$61,225.00 from Sole Source vendor, Southern States, LLC.

**161 North Section
treet PO Drawer 429
Fairhope, Alabama
36533**

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

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

Dee Dee Brandt

From: Jeremy Morgan
Sent: Tuesday, July 20, 2021 8:06 AM
To: Dee Dee Brandt; Cory Pierce
Cc: Conrad Havranek
Subject: Reclosure project request
Attachments: Reclosures.pdf; Sole Source Letter - Southern States Recloser.pdf

Attached is the request to purchase (3) reclosures which are budgeted and come in under budget. Budgeted at \$75,000.00 and actual is \$61,065.00 Attached also is the sole source letter from SS. These reclosures will be placed strategically along our system and will be utilized to isolate areas of faults while allowing certain other areas to remain energized, thus reducing the quantity of outages and outage times. Thank you,
Jeremy Morgan

PURCHASING DEPARTMENT REQUEST FORM

Requestor: Jeremy Morgan Department: Electric

Project Name: 15.5Kv Triple Single Reclosures

Brief Project Description: Reclosures to be placed on the system to aid in reliability and help minimize outage times

Project Category: Item Bid Professional Service Other

Budget Amount: \$75000.00 Budget Code: 003-59500

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: _____



30 Georgia Avenue • Hampton, GA 30228
Phone 770-946-4562 • Fax 770-946-8106
www.southernstatesllc.com

Date: 7/1/2021

Attn: Jeremy Morgan

City of Fairhope

Proposal Number: SFO57651-1-1

Project Name: 15.5kv Triple Single Reclosers Proposal

Southern States is pleased to provide the following proposal per your request.

- Estimated shipment is 8-10 weeks after receipt of order.
- Prices are FOB Hampton, GA **Freight Prepaid and Added to Invoice** .
- Our proposal is valid till 8/30/2021.
- Payment terms are Net 30 Days after receipt of invoice.
- The proposed equipment is covered by Southern States 5 Year Limited Warranty.
 - 10 year warranty on SEL relay.
- The equipment listed in this proposal is subject to the Southern States standard terms and conditions, <https://www.southernstatesllc.com/ssllc-terms-and-conditions-of-sale>.

Note: Pricing does not include applicable sales tax unless specifically itemized in the proposal. If a current tax exemption certificate has not been provided, the applicable sales tax will be added to the invoice.

Your consideration of Southern States equipment is much appreciated. We trust you will find our bid favorable and look forward to working with you on this requirement.

Sincerely,

Sam Mullinax
Senior Business Development Manager
Mobile: +1 6786027425
Email: s.mullinax@southernstatesllc.com

Pricing Summary

Proposal Number: SFO57651-1-1 **Pricing Date:** 7/1/2021
Project Name/RFQ #: 15.5kv Triple Single Reclosers Proposal **ExpirationDate:** 8/30/2021

Bid Item: 1.0 15.5kv Triple Single with 651R2 **Unit Price:** \$ 18,395.00 **Qty:** 3.0 **Ext. Price:** \$ 55,185.00

15 kV Horizontal Triple Single Recloser
 15.5 kV Rated Maximum Voltage
 Triple Single Recloser
 Single Tank
 Three Handle
 HCEP Encapsulated Interrupters
 900A Continuous Current Rating Range @ -40 to +60
 Six (6) built in Voltage Sensors
 16 kA RMS sym Fault Interrupting Rating
 110 kV BIL
 1000:1 CT Ratio
 Terminal to Terminal 673 mm/26.5 in Creepage Distance
 Terminal to Ground 679 mm/26.75 in Creepage Distance
 Horizontal Upright Mounting
Outer Phases Rotated 90°
Straight 2-Hole NEMA Pads
 Pole Top Mounting Bracket
 Southern States 651R2 Control Cabinet
 Rated Control Voltage 120 VAC
 20 Ah Battery
 SEL-651R-2 Relay (42-pin) (SEL0651R2AVXGA8AE11X2XXXX)
32' Control Cable
32' Power Cable

OPTIONAL ITEMS (not included in price):

	Unit Price	Qty	
Control Cable Security Sleeve (per cabinet) Prevents anyone from disconnecting the control cable from the bottom of the cabinet unless they have access into the inside of the control cabinet.	\$ 45.00	1.0	3
Power Cable Security Sleeve (per cabinet) Prevents anyone from disconnecting the power cable from the bottom of the cabinet unless they have access into the inside of the control cabinet.	\$ 45.00	1.0	3
Arrester Brackets for Source and Load Side Arresters (per recloser) Ships loose unless arresters are also purchased	\$ 300.00	1.0	3
6 x Arresters 8.4kv MCOV Heavy Duty arresters with bird caps and ground straps (per recloser) Pre-mounted and grounded, fully assembled, requires arrester brackets	\$ 440.00	1.0	3
Wildlife Guards, One for each terminal (per recloser)	\$ 435.00	1.0	3
10 Year Warranty (per recloser) Extends the 5 year warranty out to 10 years of total coverage. Covers everything but the battery, which will still be covered by the 5 year warranty, as long as all specs and operations counts are inside the limits. Warranty statement can be supplied upon request, and is in the instruction manual.	\$ 695.00	1.0	3

1960.00 x 3 = \$ 5880
 55,185
 \$ 61,065.00

Proposal Number: SFO57651-1-1 **TOTAL:** \$ 55,185.00



The Southern States LLC recloser is the industry's only fully utility designed recloser. This product is the result of public power utilities (Cooperative and Municipalities) coming together, discussing issues they have faced in the field with industry standard 3 phase reclosers, ways to solve those issues, and ways to make a 3 phase recloser better. All of those ideas from various people within the utility from management to lineman were consolidated to form the criteria of design for the Southern States recloser. As such, the Southern States recloser is nothing like any other product on the market. Below is a list of features that are standard with the Southern States recloser that is not available with other vendors devices:

1. Built in fault indicator per phase.
2. Larger diameter manual operation handle with brighter yellow ring around it.
3. Tempered glass indicator cover in place of the industry standard plastic indicator cover.
4. Completely unique control cabinet utilizing industry standard SEL relay
 - a. 304 stainless steel NEMA 4x enclosure
 - b. Insulated cabinet to eliminate cabinet sweat in high humidity summer mornings
 - c. Surge protection on incoming AC power
 - d. AC and DC breakers in place of industry standard fuse blocks
 - e. 10 year lithium ion battery in place of industry standard 3 year lead acid
 - f. Provisions for all necessary SCADA communication equipment installation
 - g. Manual operation buttons for lineman safety and ease of operation
5. Delivered with relay pre-programmed per utility requirements to ensure proper tested operation, and to ease the time required by the utility to get the recloser in service.

Below is a list of items that are standard with the Southern States recloser that are paid upgrades with all other vendors:

1. 6 built in voltage sensors
2. 16ka fault interrupt rating
3. 900A continuous current rating
4. Stainless steel tank
5. Cabinet items
 - a. Heater in the cabinet
 - b. Door alarm
 - c. Convenience outlets

Southern States is committed to the continued improvement of the recloser by continued listening to the market. Several key customers are engaged regularly to provide feedback on ideas for improvements, and new ideas for new features and functionality. This is how the Southern States recloser will continue to be the only fully utility designed recloser that will continue to improve based on market demands and needs.

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 Five (5) Charging Stations for the Electric Department; and the equipment is available for direct procurement through the Sourcewell Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$55,090.00 and is reimbursable by Alabama Municipal Electric Authority.

Adopted on this 9th day of August, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/30/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of five (5) Charging Stations for Electric

Project Location: City Hall & Parking Deck

Presented to City Council: 8/9/2021

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

Resolution #: AUG 2 '21 AM 10:30
Approved: _____
Changed: _____
Rejected: _____

Project Cash Requirement Requested:
Cost: \$ 55,090.00

Vendor: Gresco

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 Capitalized XXX Inventoried

Funding Source: Operating Expenses Budgeted Capital Unfunded XXX

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

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

Over (Under) budget amount: \$ 55,090.00

Comments: _____

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant: _____ City Treasurer: _____ Mayor: _____

Purchasing Memo Date: 7/16/2021 Purchasing Memo Date: 7/16/2021 Delivered To Date: 7/30/2021

Request Approved Date: 7/30/2021 Request Approved Date: 7/30/2021 Approved Date: 7/30/2021

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



MEMO

Sherry Sullivan
Mayor

To: Aislinn Stone, Senior Accountant
Kimberly Creech, Treasurer

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

Date: July 16, 2021

Re: **Greensheet and Council approval of request by the Electric Dept for the procurement of five (5) unbudgeted charging stations for electric vehicles**

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

The Electric Department is requesting approval to purchase five (5) ChargePoint charging stations, three (3) for use with the solar canopy to be at City Hall, and two (2) for the parking deck. The solar canopy is a project with AMEA. **The lowest pricing for this equipment is through the Sourcewell Contract #050017-CPI, from GRESCO, for FIFTY-FIVE THOUSAND NINETY DOLLARS (\$55,090.00), and includes \$550.00 shipping and handling.**

Please place on the next available City Council Agenda this request for 5 ChargePoint charging stations in the total amount of \$55,090.00 from GRESCO through the buying group Sourcewell.

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

1 North Section Street
PO Drawer 429
Fairhope, Alabama
36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

PURCHASING DEPARTMENT REQUEST FORM

Requestor: Jeremy Morgan Department: Electric

Project Name: ChargePoint EV Charging Stations

Brief Project Description: 5 ChargePoint stations with hardware/software

Project Category: Item Bid Professional Service Other

Budget Amount: _____ Budget Code: 003-50470

BID USE ONLY

Anticipated Start Date: _____ Project Duration: _____

Bid Duration: _____ Engineer of Record: _____

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

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

Project Administered: Internally Externally By: _____

Bidders List Review: No Yes By: _____

Tax Exempt Project: No Yes Insurance Requirements: Minimum Maximum

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

Related Bids/RFs: _____ Bid Opening: _____

FORCE ACCOUNT INFORMATION ONLY

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

Notes: _____

SIGNATURES

Requestor: _____

Senior Accountant: _____

City Treasurer: _____

Mayor: _____



Quotation

Driving a Better Way™
chargepoint.com

Sales Representative: Brian Carter
E-Mail: brian.carter@chargepoint.com
Telephone: (910) 309-9669

Primary Contact: Mike Williams

Quote Number: Q-146778-1
Date: 7/16/2021
Expires On: 8/17/2021
Sourcewell Contract:
#050017-CPI

Bill To Address

Mike Williams
Gresco
Accounts Payable
1135 Rumble Road
Forsyth Georgia 31029
United States
mike.williams@gresco.com
(478) 719-8931

Ship To Address

City of Fairhope
Jeremy Morgan
Fairhope, Alabama 36533
United States
mike.williams@gresco.com
(478) 719-8931

Product Name	Product Description	Qty	Unit Price	Total Price
CT4021-GW1	Dual Output Gateway North America, Bollard Unit - 208/240V @30A with Cord Management	3	\$ 5,768.00	\$ 17,304.00
CT4023-GW1	Dual Output Gateway North America, Wall Mount Unit - 208/240V @30A with Cord Management	2	\$ 5,768.00	\$ 11,536.00
CT4001-CCM	CT4000 Bollard Concrete Mounting Kit. Bolts: 5/8 - 11 x 9" F1554 Grade 55 hot-dipped galvanized threaded bolts - 3 ea. Nuts: 5/8 - Heavy Galvanized Hex Nuts (DH Rated) - 12 ea. Washers: Galvanized Washers (ASTM F436) - 9 ea. Plastic Template - 1 ea	3	\$ 95.00	\$ 285.00
CT4000-PMGMT	CT4000 Power Management Kit. Allows both ports on a dual port station to share a single 40A circuit (Power Share). Also allows a CT4000 to be set up to operate at a lower current (Power Select).	5	\$50.00	\$ 250.00



Product Name	Product Description	Qty	Unit Price	Total Price
CPCLD-COMMERCIAL-5	Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as energy and power management features which include Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	10	\$ 1,319.00	\$ 13,190.00
CPSUPPORT-ACTIVE	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	5	\$.00	\$.00
CPSUPPORT-SITEVALID	Site Validation is a service to validate that a customer installation has been performed per ChargePoint published requirements. Customer works with their own contractor to perform the construction and station installation. The service includes the on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage and that the station installation meets all ChargePoint published requirements and local codes. Site-Validation services are required when the customer is not using an O&M Partner or self-validating Channel Partner to install their stations. Note, a failed Site Validation will incur a second validation fee to repeat the validation after the site deficiencies are corrected. A successful Site Validation is a prerequisite to purchase any ChargePoint Maintenance Plan.	5	\$.00	\$.00



Product Name	Product Description	Qty	Unit Price	Total Price
CT4000-ASSURE5	5 prepaid years of ChargePoint Assure for CT4000 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	5	\$2,495.00	\$ 12,475.00

Quote Total:	\$ 55,040.00
Shipping and Handling:	\$ 550.00
Grand Total:	\$55,090.00

Quote Acceptance

- All pricing is confidential between Customer and ChargePoint.
- All prices are FCA ChargePoint warehouse(s).
- Customer to be invoiced at time of shipment.
- Sales tax in applicable states and shipping costs will be applied to this quote at time of invoicing.
- All invoices are Net 30 days.
- Credit Checks are required for new customers.
- Pricing does not include installation or mounting services unless specifically quoted above.
- Additional Purchase Terms and Conditions can be found at <http://www.chargepoint.com/termsandconditions>
- Additional terms and conditions for ChargePoint Assure can be found at <http://www.chargepoint.com/legal/assure>
- Purchaser confirms that the shipping and billing information provided in the Quotation is accurate for ChargePoint's shipping and invoicing purposes.

By signing this quote I hereby acknowledge that I have the authority to purchase the product detailed on this document on behalf of my organization. Furthermore, I agree to the above terms and conditions and that this signed quote shall act as a purchase order.

Signature :

Title :

Name (Print) :

Date :

Company Name :

Accounts Payable Contact Name :

Accounts Payable (Contact E-Mail) :

Requested Ship Date :

—chargepoint—

CT4000 Family

ChargePoint® Level 2 Commercial Charging Stations

The CT4000 family is the latest generation of ChargePoint commercial charging stations. Refined yet rugged, these stations set the industry standard for functionality and aesthetics.

The CT4000 full motion color LCD display instructs drivers and supports dynamic updates of custom branded videos and advertisements.

Intelligent power management options double the number of parking spaces served by allowing two charging ports to share a single circuit. Sites with single port EV stations can upgrade to dual port stations without requiring additional electrical services.

The CT4000 is the first ENERGY STAR® certified EV charger because it charges efficiently and conserves power when not charging. As an ENERGY STAR certified EV charger, the CT4000 uses significantly less energy than a standard EV charger when in standby mode to help you save money on your utility bill.

All CT4000 models offer one or two standard SAE J1772™ Level 2 charging ports with locking holsters, each port supplying up to 7.2kW. With this standard connector, ChargePoint level 2 stations can charge any EV.

Stations are available in bollard and wall mount configurations for easy installation anywhere. All stations are fully software upgradeable remotely over the air.

Stations come in both 6' and 8' tall models with 18' and 23' cords, respectively. With multiple options for size and cord reach, your station can service up to four parking spaces, reach all car models regardless of parking style or car sizes and increase the usability of your EV spots.

Driver Friendly User Interface

- + Instructional video shows how to use the station
- + Multi-language: English, French, Spanish
- + Touch button interface; works in rain, ice and with gloves
- + Backed by ChargePoint's world class 24/7 driver phone support

Easily Communicate with Your Drivers

Whether you're a retail establishment wanting to advertise your latest product, a workplace looking to communicate with employees or a municipality wanting to welcome visitors, ChargePoint's prominent LCD screen makes it easy to reach EV drivers:

- + Daylight readable, with auto brightness control
- + 640 X 480 resolution active matrix
- + Full motion 30fps video support
- + Upload up to 60 seconds of high quality video on a color LCD screen to individual stations as often as desired
- + Brand your charging stations to communicate with drivers
- + Instructional video in English, Spanish or French



The First
ENERGY STAR®
Certified EV Charger

Service Products and Support

ChargePoint offers world-class service products and support that help ensure quality of work, save time and money, protect your investment and enhance the productivity of your charging stations. From site planning to installation and setup, to ongoing care and management, when you choose ChargePoint, you're covered.

- + **ChargePoint Configuration and Activation:** customized setup and activation of your stations
- + **ChargePoint Assure:** the most comprehensive EV Station maintenance and management in the industry

Energy Measurement and Management

- + Real-time energy measurement
- + 15 minute interval recording
- + Time of Day (TOD) pricing
- + Load shed by percentage of running average or to fixed power output

Minimize Costs with Flexible Power Management Options

In the vast majority of applications, a full power configuration is the best choice for both station owners and drivers. However, when drivers are parked for a longer time, an intelligent, lower power output can save station owners considerable installation cost while still providing drivers a great charging experience. With flexible power options, station owners can meet the needs of drivers while lowering costs:

Power Select (Patent Pending)

- + Allows for a lower capacity (less than 40A) circuit to power each port
- + Cuts installation costs by reducing the cost or even avoiding the need to upgrade panels or transformers

Power Sharing

- + Dynamically share one 40A, 30A or 20A circuit between two parking spaces
- + Doubles the number of parking spots served while reducing installation and operating costs
- + Allows station owners to upgrade a single port station to dual port to serve more drivers with no electrical upgrade

Clean Cord Technology

- + Keep charging cords off the ground
- + Standard on all models
- + Ultra-reliable second-generation gravity operated mechanism
- + Flexible over entire -40°F to +122°F product temperature range

Safe, Reliable, Energy Efficient Hardware

- + UL listed, meeting the stringent requirements of the nation's leading safety standards organization
- + Stations are rugged, built to withstand the elements
- + Safe, Reliable and Energy Efficient
- + ENERGY STAR certified, charges efficiently and conserves power when not charging

When Charging is Mission Critical, Protect Your Investment with ChargePoint Assure

- + **Minimize downtime:** ChargePoint Assure provides the most comprehensive EV Station maintenance and management in the industry
- + **Get up and running quickly and flawlessly:** Professional guidance for station configuration saves you time, and unlimited changes to station policies flexibly supports your business
- + **Eliminate unexpected future expenses:** Cost for parts and on-site labor to install is covered for all Assure eligible repairs
- + **One less thing to worry about:** Proactive station monitoring provides you with regular reporting
- + **Reduced risk of downtime:** We guarantee 98% annual uptime and one business day response to requests
- + **Support when you need it:** We're there for you *and* your drivers. Phone support available for station owners Monday to Friday from 5 AM to 6 PM Pacific. Phone support for drivers is 24/7/365, so you never need to field a driver call

Ultra-reliable second-generation gravity operated mechanism.

18' and 23' cords to reach all car models and serve more parking spaces.

World-class 24/7 driver phone support.

Instructional video shows how to use the station. Multi-language charging instructions, giving drivers the choice of English, French or Spanish.

Driver interaction is supported in any weather by five rugged, back-lit buttons with audio feedback.

Strong and rugged design materials built to withstand the elements.

CT4000 stations come with 18' or 23' cords to increase the usability of your charging spots, on 6' and 8' tall models respectively.

CT4021

Dual-port bollard charging station with 18' charging cables. Standard *EV Charging Only* sign without optional custom branding.



Promote Your Brand and Business

Having your stations installed in a visible location makes a bold statement about your business' commitment to sustainability and shows that you care about your customers. ChargePoint CT4000 stations are built for customization so you can conveniently promote your brand as well. With custom signage and video you can:

- + Increase brand recognition
- + Attract EV drivers by making sure your stations are highly visible
- + Ensure EV charging installations are consistent with the look and feel of your brand
- + Differentiate your stations from standard ChargePoint stations to make them easily identifiable by your driver base



Branded CT4021
Shown with optional
branding on bollard.
18' cords on 6' model.

Easily customizable branding area.
All stations come with *EV Charging Only* sign, which can be replaced with your custom signage.

5.7" color LCD display for customizable video content.

Upload up to 60 seconds of high quality video to individual stations as often as desired.

Daylight readable with auto brightness control.

OPTIONAL:
Additional customizable branding areas.

All stations have standard extrusions to hold your custom signage.

Artwork templates and material specifications are conveniently downloadable from chargepoint.com



Branded CT4025
Shown with optional
branding on back.
23' cords on 8' model.

Bollard Charging Stations

CT4011



CT4021



CT4025



Wall Mount Charging Stations

CT4013



CT4023



CT4027



Contact Us

-  Visit [chargepoint.com](https://www.chargepoint.com)
-  Call +1.408.705.1992
-  Email sales@chargepoint.com



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240 East Hacienda Avenue
Campbell, CA 95008-6617 USA

+1.408.841.4500 or
+1.877.370.3802 US and Canada toll-free
[chargepoint.com](https://www.chargepoint.com)

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RESOLUTION NO. _____

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

[1] That the City of Fairhope did request and solicit Quotes for Repairs to Elevator at the Fairhope Museum of History (a Public Works Project).

[2] After evaluating the Quotes with the required specifications, Otis Elevator Company is now awarded the Repairs to Elevator at the Fairhope Museum of History with a total unbudgeted cost of \$17,705.98.

DULY ADPOTED ON THIS 9TH DAY OF AUGUST, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/30/2021

AP 02 21 AM 10:30
Please return this Routing Sheet to Treasurer by: ASAP

JAA

Project Name: Repair Work to the Elevator at the City Museum

Project Location: City Museum

Presented to City Council: 8/9/2021

Funding Request Sponsor: Richard Johnson, Public Works Director
Paige Crawford, Director of Community Affairs
George Ladd, Assistant Public Works Director

Resolution #: _____
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 17,705.98

Vendor: Otis Elevator Company

Project Engineer: n/a

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

Department Funding This Project

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

Department of General Fund Providing the Funding

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

Project will be:

Expensed
Capitalized XXX
Inventoried

Funding Source:

Operating Expenses
Budgeted Capital
Unfunded XXX

Expense Code: 001270-50360
G/L Acct Name: General Maintenance

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

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

Over (Under) budget amount: \$ 17,705.98

Comments: Maintenance contract we have with TK Elevators does not cover the recommended work.

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

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

<u>Senior Accountant</u>	<u>City Treasurer</u>	<u>Mayor</u>
Purchasing Memo Date: <u>7/29/2021</u>	Purchasing Memo Date: <u>7/29/2021</u>	Delivered To Date: <u>7/30/2021</u>
Request Approved Date: <u>7/30/2021</u>	Request Approved Date: <u>7/30/2021</u>	Approved Date: <u>7/30/2021</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

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

Sherry Sullivan
Mayor

Date: July 29, 2021

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

Re: **Council Approval and Greensheet for Repairs to Elevator at the City Museum**

Lisa A. Hanks, MMC
City Clerk

The Assistant Public Works Director, George Ladd, and Community Affairs Director, Paige Crawford, are asking for approval by Council to procure the repairs to the elevator at the City Museum on Section Street. Items as listed in the repair work order from TK were found during the routine annual inspection. The current unit is a residential elevator and requires some annual maintenance, and is inspected by the Fire Marshall and an elevator maintenance company (TK) to assure compliance with regulations and extend the life of the equipment.

Kimberly Creech
Treasurer

According to TK representative, the maintenance contract we have with TK Elevators does not cover the recommended work (see attached Repair Work Order). Three quotes were obtained for this PW project:

TK Elevator	\$19,962.00
OTIS Elevator	\$17,705.98
KONE elevator	no bid

The recommendation is to award the work to OTIS Elevator Co. with the lowest Quote of **SEVENTEEN THOUSAND SEVEN HUNDRED FIVE DOLLARS AND NINETY-EIGHT CENTS (\$17,705.98).**

Please place on the next available City Council Agenda this request for approval of procurement of repair work to the elevator at the City Museum from Otis Elevator Company for the quoted price of \$17,705.98.

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

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

Cc: , R Johnson, Paige Crawford, George Ladd, Randy Weaver, Clint Steadham

PURCHASING DEPARTMENT REQUEST FORM

Requestor: Paige Crawford Department: Community Affairs

Project Name: Museum Elevator Repair

Brief Project Description: Operational/Code Repair

Project Category: Item Bid Professional Service Other

Budget Amount: Non-budgeted Budget Code: _____

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:

OTIS

Made to move you

DATE: 07/21/2021

TO:
Fairhope Museum
24 N Section St
Fairhope, AL 36532-2205

FROM:
Otis Elevator Company
106 Francis Street
Mobile, AL 36693

EQUIPMENT LOCATION:
Fairhope Museum
24 N Section St
Fairhope, AL 36532-2205

Austin Hudgins
205-213-7412
Austin.Hudgins@Otis.com

PROPOSAL NUMBER: XAM210721112053

MACHINE NUMBER(S) :

CUSTOMER DESIGNATION(S) :

Otis will furnish and install the following:

- Travel cable
- Key switch hoist and car
- Flex hose
- Remediate rust in elevator pit

INSTALL NEW TRAVELING CABLE

Otis Elevator will provide parts and labor necessary to install a new travel cable. The new cable will be terminated on the car and in the elevator controller.

We will include all engineering, wiring, print, software, and control changes. All material provided shall be manufactured and installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

A local Otis Representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade.

Flex Hose Replacement

- Evacuate oil reservoir so minimal oil will be lost while replacing the hose
- Remove existing outdated flexible oil line (hose)
- Install new flexible oil line (hose)
- Provide a tag with the date of installation for the new hose and next replacement date
- Replenish hydraulic oil and top off as needed
- Clean area and return elevator to service

All material provided shall be manufactured and installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

All work will be performed during regular working days and hours of the Elevator Trade.

PRICE: \$ 17,705.98
Seventeen thousand seven hundred five dollars and ninety-eight cents

This price is based on a one hundred percent (100 %) downpayment in the amount of \$ 17,705.98.

PAYMENT TERMS:

- The base proposal price is contingent upon receiving a pre-payment of 100% of the base contract amount.
- The pre-payment amount is due in full prior to ordering material and/or mobilizing.
- If you choose the alternative down-payment amount listed below, the corresponding Add shall be applied to the base contract amount.

Down Payment Amount	Price Adjustment Percentage	Authorization (Initial)
50%	+10%	

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled

This proposal, including the provisions printed on the last page(s), and the specifications and other provisions attached hereto shall, when accepted by you below and approved by our authorized representative, constitute the entire contract between us, and all prior representations or agreements not incorporated herein are superseded.

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Otis Elevator Company

Approved by Authorized Representative

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Anthony Vittorio

Title _____

Title _____

E-mail: _____

Name of Company _____

Principal, Owner or Authorized Representative of Principal or Owner

Agent: _____
 (Name of Principal or Owner)

TERMS AND CONDITIONS

1. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law.
2. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.
3. This quotation is subject to change or withdrawal by us prior to acceptance.
4. We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. We used commercially reasonable efforts to ensure that the EMAS Panorama 2.0 software provided to you is free from viruses and vulnerabilities that may be exploited by third parties. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our option, repair or replacement, provided all payments due under the terms of this contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property. This warranty shall be voided if said defect is caused by your breach or negligence or unauthorized access or manipulation of the system.
5. We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.
6. You shall obtain title to all the equipment, excluding the software, furnished hereunder when final payment for such material is received by us.
7. Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.
8. Payments shall be made as follows: A down payment of hundred percent (100%) of the price shall be paid after we have completed processing your equipment requirements, and orders are placed; the balance shall be paid on completion if the work is completed within a thirty day period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less a five percent (5%) retainage and the aggregate of previous payments. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
9. Any material removed by us in the performance of the work shall become our property.
10. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates.
11. We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.
12. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
13. Neither you nor we shall be liable to the other party hereto for any loss, damage or delay due to any cause beyond your or our reasonable control, including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief or acts of God; provided, however, that, should loss of or damage to our material or work occur at the site, you shall compensate us therefor unless such loss or damage results from our acts or omissions.
14. We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.
15. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages, excluding special, consequential damages (INCLUDING DAMAGES FOR LOSS OF PROFITS, DAMAGES TO ANY COMPUTER, DEVICE, OR SYSTEM, LOSS OF DATA, GOODWILL, USE OR OTHER LOSSES), indirect damages, punitive damages, and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.
16. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE EXCLUSIVE WARRANTIES GIVEN. WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT THE SOFTWARE IS FREE FROM VIRUSES OR VULNERABILITIES WHICH MAY BE EXPLOITED BY A THIRD PARTY. AND THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.
17. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacturer, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
18. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code. By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.
19. Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.
20. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any price written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Agreement, nor shall it constitute an acceptance of any additional terms.

Dee Dee Brandt

From: Edwards, Amanda <amanda.edwards@tkelevator.com>
Sent: Tuesday, July 6, 2021 2:50 PM
To: Dee Dee Brandt
Cc: George Ladd; Corey Martin; Paige Crawford
Subject: RE: Fairhope
Attachments: FairhopeMuseum-MultiRepair_5.26.21.pdf; Sourcewell Maintenance Agreement Contract #100516-fully executed.pdf

SENT FROM AN EXTERNAL ADDRESS

The items proposed are not covered under the existing Sourcewell contract. The lift at the museum is under Bronze coverage. I've taken a couple of snippets from the contract to help better explain. Let me know if you have further questions or if I can be of further assistance in any way.

Parts Repair and Replacement. For specified locations marked as "Bronze" within Exhibi replacement parts and labor are not included in this agreement without an additional charge. the necessary lubricants and cleaning materials, excluding replacement of hydraulic fluid charge.

Exhibit "A"
Property list/Location
Contract Type and Price

Location Name: City of Fairhope

Location Address: Various

Entity Code: Government Buildings

Unit Count: 4

Unit Type: Hydraulic / Lift

Contract Type: GOLD / BRONZE

Contract Price: \$525.00 per month

Building Name	Building Location	Manufacturer	Type of Unit	Coverage	Price/m
Fairhope Museum	24 N Section St.	Concord	Lift	BRONZE	\$75
Fairhope Rec. Center	803 N Greeno Rd.	Otis	Hydraulic	GOLD	\$150
Fairhope Library	501 Fairhope Ave.	Vertical Express	Hydraulic	GOLD	\$150
Fairhope Parking Garage	23 N Section St.	Otis	Hydraulic	GOLD	\$150

Billing Frequency: Quarterly – additional 3% discount option available for annual payment in advance

Special Billing Rates: per the Sourcewell Hourly Out of Scope Billing Rates

Standard Mechanic Hour = \$280.56

Overtime Mechanic Hour = \$476.96

**additional billing special rate scenarios attached*

Regards,

Amanda Edwards
Account Manager, Pensacola Branch – AL Gulf Coast Area

P +1 850-477-5529, M +1 850-490-3273, F +1 866-720-8046, amanda.edwards@tkelevator.com
TK Elevator Corporation| 7810 Sears Blvd, Suite C |Pensacola, FL 32514| www.tkelevator.com/us

[Facebook](#) | [Instagram](#) | [LinkedIn](#) | [Twitter](#) | [YouTube](#)

From: Dee Dee Brandt <deedee.brandt@fairhopeal.gov>
Sent: Tuesday, July 6, 2021 2:32 PM
To: Edwards, Amanda <amanda.edwards@tkelevator.com>
Cc: George Ladd <George.ladd@fairhopeal.gov>; Corey Martin <corey.martin@fairhopeal.gov>; Paige Crawford <Paige.Crawford@fairhopeal.gov>
Subject: Fairhope

This message was sent from outside the company. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Amanda:

I need to get this information on the Agenda for the Next Council meeting as soon as possible. **Is any of this repair work order covered under the contract we have with TK through the Sourcewell Contract # 100516—TKE**

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

Repair Work Order



Scope of Work

Traveling Cable

TK Elevator will provide labor and material to install two (2) new travel cables on the elevator referenced above. Once installed, all connections will be made and the elevator will be adjusted for proper operation. The travel cable contains all wiring for the elevator car, linking it to the elevator controller, phone lines, security systems, and more.

Key Switch

TK Elevator will furnish and install a new fire operations barrel key switch Qty 1) and keys (Qty 2) on the unit referenced above.

Flex Hose

TK Elevator will replace the current flex hose per code requirements on the elevator(s) referenced above. The code requires the flex hose to be replaced once every five (5) years to ensure its integrity when operating with high-pressure hydraulic fluid.

Rust Remediation / Removal

TK Elevator will furnish the necessary labor and materials to perform a rust remediation in the pit of the elevator mentioned above. This repair order is designed to inhibit the spread of rust and extend the useful life of your existing elevator equipment. This work order also ensures your elevator pit equipment remains code compliant.

The scope of your work will include:

- TK Elevator will provide a team to remove normal debris from the elevator pit and dispose of it properly.
- Apply rust removal chemical on all exposed metal work in pit including, Pit Channels, Compression Buffers, GuideRails, Pit Ladder and any other affected areas.
- Apply degreasing agent and prepare metal work for rust inhibitor.
- Treat Pit Channels, Compression Buffers, Guide Rails, Pit Ladder, and any other affected areas with rust inhibitor
- Paint with a direct-to-metal paint to restore equipment and prevent further damage and prolong the life of the elevator equipment

All work will be performed in accordance with ANSI A17.1 Oil and water needs to be removed from the pit, when applicable, prior to TK Elevator commencing this work. While every effort will be made to completely remediate rust, TK Elevator cannot guarantee that rust will not reoccur in the future.

Payment Terms

50% of the price set forth in this Work Order will be due and payable as an initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 50% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Work order price:		\$19,962.00
Initial progress payment:	(50%)	\$9,981.00
Total due upon completion:	(50%)	\$9,981.00



Attn: George Lad
City of Fairhope
PO Box 429
Fairhope AL, 36533-0429

Date	Terms	Reference ID	Customer Reference # / PO
May 26, 2021	Immediate	ACIA-1TTK6IX	
Total Contract Price:			\$19,962.00
Down Payment:		(50%)	\$9,981.00

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1. To make a payment by phone, please call 678-424-2107 with the reference information provided below.

Current and former service customers can now pay online at:
<https://secure.billtrust.com/thyssenkruppelevator/ig/one-time-payment>

Thank you for choosing TK Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name:	City of Fairhope	Remit To:	
Location Name:	Fairhope Museum	TK Elevator	
Customer Number:	116915	PO Box 3796	
Quote Number:	2021-2-1053686	Carol Stream, IL	
		60132-3796	
Reference ID:	ACIA-1TTK6IX		
Remittance Amount:	\$9,981.00		

Repair Work Order



May 26, 2021

Fairhope Museum

Purchaser: City of Fairhope
Address: PO Box 429
Fairhope, AL 36533-0429

Location: Fairhope Museum
Address: 24 N Section Street
Fairhope, AL 36532-2205

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Nineteen Thousand Nine Hundred Sixty Two Dollars (\$19,962.00)** inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Summary:

Elevator	Description	Repair category
ONLY	Flat Traveling Cables Type ETP/300V	Operational
ONLY	Keyswitch Barrel, x4003, 1 position. removal	Operational
ONLY	Rust Remediation - Pit	Rust
ONLY	Flex Hose	Code Requirement

For further information, please see a detailed Scope of Work on the pages that follow.
Recommended by Service Technician: BUSBY, JACOB E

In the event you have any questions regarding the content of this Work Order please contact me at +1.

We appreciate your consideration.

Regards,

Amanda Edwards
TK Elevator Corporation
7810 Sears Blvd
Pensacola FL 32514
amanda.edwards@tkelevator.com |+1

Notice:

No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

Repair Work Order



Terms and Conditions

TK Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, TK Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to TK Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence or legal responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to TK Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate TK Elevator therefor, unless such loss or damage results solely from TK Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of TK Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases TK Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by TK Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK Elevator's role in drafting same.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between TK Elevator and Purchaser with respect to the work described herein.

Repair Work Order



Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by TK Elevator.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

City of Fairhope (Purchaser):	TK Elevator Corporation Management Approval
By: _____ (Signature of Authorized Individual) George Lad	By: _____ (Signature of Branch Representative) David Eddy Ops Manager
_____ (Print or Type Name)	
_____ (Print or Type Title)	
_____ (Date of Acceptance)	_____ (Date of Execution)

Please contact _____ to schedule work at the following phone number _____

Dee Dee Brandt

From: Dupree Kerry <Kerry.Dupreell@KONE.com>
Sent: Monday, July 12, 2021 1:33 PM
To: Cory Pierce
Subject: RE: Fairhope Museum Elevator

SENT FROM AN EXTERNAL ADDRESS

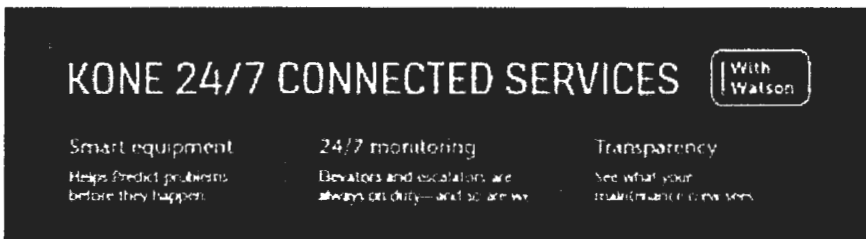
KONE would not be available to bid on this project at this time.


Thank you,

Kerry Dupree
Account Manager/
Service Sales Executive
KONE Elevators
251-661-7522
251-661-7516 fax
251-234-8105 cell
30604 SGT. E.I. Boots Thomas Dr.
Spanish Fort, AL 36527

Dedicated to People Flow 

ASK ME ABOUT 24/7 Connected Services w /IBM WATSON



KONE 24/7 CONNECTED SERVICES 

Smart equipment Helps predict problems before they happen.	24/7 monitoring Elevators and escalators are always on duty—and so are we.	Transparency See what your machine is doing.
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From: Cory Pierce <cory.pierce@fairhopeal.gov>
Sent: Monday, July 12, 2021 10:31 AM
To: Dupree Kerry <Kerry.Dupreell@KONE.com>
Subject: Fairhope Museum Elevator

This message is from an external sender. Be cautious, especially with links and attachments.

Good morning Mr. Dupree.

My name is Cory Pierce from the City of Fairhope and was inquiring if Kone, Inc. would be interested in bidding on the following for a Concord lift elevator located in the Fairhope Museum, 24 North Section Street, Fairhope, AL 36532-2205.

The scope of work would be:

- Provide labor and material to install two (2) new travel cables (Flat Traveling Cables Type ETP/300V).

- Furnish and install a new fire operations barrel key switch Qty1) and keys (Qty 2) on the unit.
- Replace the current flex hose per code requirements on the elevator.
- Furnish the necessary labor and materials to perform a rust remediation in the pit of the elevator. This would include remove normal debris from the elevator pit and dispose of it properly. Apply rust removal chemical on all exposed metal work in pit including, Pit Channels, Compression Buffers, GuideRails, Pit Ladder and any other affected areas. Apply degreasing agent and prepare metal work for rust inhibitor. Treat Pit Channels, Compression Buffers, Guide Rails, Pit Ladder, and any other affected areas with rust inhibitor. Paint with a direct-to-metal paint to restore equipment and prevent further damage and prolong the life of the elevator equipment.

If you are interested in submitting a quote for this repair, please let me know.

Thank you for your assistance.

Cory Pierce

Purchasing Manager

City of Fairhope

555 South Section Street

Fairhope, AL 36532

Phone: (251) 928-8003 ext. 421

Email: Cory.Pierce@fairhopeal.gov

RESOLUTION NO. _____

WHEREAS, Under the American Rescue Plan Act, recipients may use Coronavirus State and Local Fiscal Recovery Funds to offer additional support to those who have and will bear the greatest health risks because of their service during the COVID-19 public health emergency; and

WHEREAS, the City of Fairhope is desirous to provide a one-time premium pay adjustment to current Full-Time, Part-time, and Seasonal Employees who worked on site between March 1, 2020 and March 31, 2021 for work performed at any time since the start of the COVID-19 public health emergency and for which they have not yet received additional and/or adequate compensation for their service during the pandemic. These workers are deemed essential workers due to their critical and essential service in responding to the COVID-19 pandemic and the heightened risk to these workers who had to be physically present at the jobsite; and thus, are eligible for premium pay under the American Rescue Plan Act; and

WHEREAS, the City Council approves the following compensation for these essential workers per the following :

- | | |
|------------------------|----------|
| a. Full-Time Employees | \$500.00 |
| b. Part-Time Employees | \$250.00 |
| c. Seasonal Employees | \$125.00 |

NOW BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby approves and adopts the proposed one-time premium pay adjustment to current Full-Time, Part-time, and Seasonal Employees who worked on site between March 1, 2020 and March 31, 2021 for work performed at any time since the start of the COVID-19 public health emergency and for which they have not yet received additional and/or adequate compensation for their service during the pandemic; and are deemed essential workers pursuant to the American Rescue Plan Act as outlined in this resolution.

DULY ADOPTED THIS 9TH DAY OF AUGUST, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

WHEREAS, Under the Interim Final Rule of the American Rescue Plan, recipients may use Coronavirus State and Local Fiscal Recovery Funds to respond to the COVID-19 public health emergency, including expenses related to COVID-19 Vaccination Programs; and

WHEREAS, the City of Fairhope is wanting to use services to contain and mitigate the spread of COVID-19; and

WHEREAS, the City of Fairhope is desirous of implementing a COVID-19 Vaccine Incentive Program for all City employees; and

WHEREAS, the City Council would like to implement the following :

1. All employees who are vaccinated on or before September 10, 2021 for COVID-19 will be compensated as follows:
 - a. Full-Time Employees \$500.00
 - b. Part-Time Employees \$250.00
 - c. Seasonal Employees \$125.00

NOW BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby approves and adopts the COVID-19 Vaccine Incentive Program for the City of Fairhope for all City employees as outlined in this resolution.

DULY ADOPTED THIS 9TH DAY OF AUGUST, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

PARKING AUTHORITY

NOMINEE (S)

3 -Year Term

APPOINTMENTS _____.

Mandy Bezeredi

REAPPOINTMENTS _____.

The term shall end August 2024

CITY OF FAIRHOPE



APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMITTEE

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

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

Last Name: Bezeredi First Name: Mandy Phone Number: _____
2519900423 Cell: 2515436750 Email: mandy.bezeredi@coastalalabama.edu
Home Address: 14044 Dragoon Court
City: Summerdale State: AL Zip: 36580
Business Address: 450 Fairhope Avenue
City: Fairhope State: AL Zip: 36532
Name of Board or Committee: Parking Authority

EDUCATIONAL BACKGROUND:

M.Ed Auburn University - Business Education
B.S. Troy University - Marketing

PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:

National Association of Branch Campus Administrators
Career Development Facilitator

PROFESSIONAL EXPERIENCE:

Coastal Alabama Community College (formerly Faulkner State) - Fairhope Campus Director, former Career Technical Division Chair, Instructor, Dual Enrollment Coordinator and Career Coach
Baldwin County High School and Saraland High School - Business Instructor
United States Sports Academy - Admissions
Classic Storage - Business Manager

CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS:

Eastern Shore Chamber of Commerce Leaders Council

Eastern Shore Chamber of Commerce Youth Leadership Planning Committee

National Association of Branch Campus Administrators Conference Planning Committee

Leadership Baldwin County Class of 2021

Former Board Member – Baldwin County Education Coalition

HOW WILL YOUR QUALIFICATIONS BEST SERVE THE NEEDS OF THE COMMUNITY?

As the Director of the Fairhope campus of Coastal Alabama Community College, our location and student population directly impact parking in downtown Fairhope. I would like to make a positive contribution to the Parking Authority as it makes plans to meet the needs of Fairhope's citizens and guests.

Signature: _____

You may attach a resume with this application.

Date: 8.2.21 _____

Mandy Bezeredi

14044 Dragoon Court, Summerdale, AL 36580

251-543-6750, mbezeredi@hotmail.com

Professional Experience in Education

Coastal Alabama Community College

Bay Minette, Alabama

Fairhope Campus Director

2020-present

- ☞ Supervise and direct day-to-day operations of the campus
 - ☞ Ensuring campus initiatives complement the mission and purpose of the College
 - ☞ Assisting in presenting a positive image of the campus and College in the community
 - ☞ Assisting in the coordination and implementation of new instructional and continuing education programs
 - ☞ Assisting in the course scheduling process concerning facilities and rooms
 - ☞ Assisting in the coordination of student discipline reports, ADA compliance, and other title issues
 - ☞ Communicating with local partners events and news happening within the campus and College
 - ☞ Coordinating staff responsibilities according to policies and procedures
 - ☞ Maintaining annual evaluations of personnel
 - ☞ Developing and maintaining a campus budget
 - ☞ Ensuring campus functions and initiatives are in line with the College's Strategic Plan and the campus' specific unit goals
 - ☞ Assisting in student recruitment, retention, and completion of goals of the College
- Career Technical Division Chair, Dual Enrollment Coordinator, Work Keys Instructor and Career Coach 2011-2019*
- ☞ Coordinate Technical and Academic Dual Enrollment at Coastal Alabama including recruiting, admissions procedures, coordinating courses, registering students, training of adjunct faculty, and record keeping
 - ☞ Develop and maintain productive, professional relationships with dual enrollment instructors, counselors, students, and parents in an effort to provide the highest level of customer service
 - ☞ Oversee the Career Technical Division in Baldwin County including Cosmetology, Child Development, and Freshmen Orientation Programs (division formerly included Industrial Maintenance and Landscape/Golf Course/Turf Management programs)
 - ☞ Administrator at the Academy at the Fairhope Airport
 - ☞ Teach ORI 101 (Freshman Orientation) to incoming freshmen and WKO 107 (Workplace Skills Preparation) to students in occupational programs including preparation for Work Keys, résumés, interview preparation, and workplace ethics
 - ☞ Submit annual budget proposals, oversee budget funds, and submit requisitions based on department needs
 - ☞ Coordinate and advise students including course planning and career development
 - ☞ Serve as a Coastal Alabama Career Coach. Duties include one-on-one meetings with students to determine career and educational goals and large and small group presentations about education/training planning, scholarships, résumé development, interview skills, personal finance, workplace ethics, employer expectations, etc.
 - ☞ Write grant applications and oversee activities for the Career Technical Dual Enrollment Program

Saraland High School

2010

Saraland, Alabama

Business/Marketing Educator

Baldwin County High School
Bay Minette, Alabama
Business/Marketing Educator

2008-2009

- ☞ Utilize Alabama Courses of Study to develop and implement educational lessons, objectives, and syllabi for students in Business Technology Applications and Multimedia Design
- ☞ Create assessments, assignments, and projects using state standards to effectively evaluate student progress
- ☞ Integrate a variety of teaching methods into lessons in an effort to reach all students including Response to Instruction (RTI) activities
- ☞ Collaborate with colleagues in the Career Technical department to establish and implement program goals plus develop and evaluate curriculum
- ☞ Complete and organize required paperwork for the Business/Marketing department's Business Industry Certification
- ☞ Responsible for organizing and planning Advisory Council meetings and functions
- ☞ Advisor to Future Business Leaders of America and Yearbook Staff (Saraland)
- ☞ Advisor to Future Business Leaders of America, Diamond Darlings, and Sophomore Class (Baldwin Co.)

The United States Sports Academy
Daphne, Alabama

2008

Admissions Counselor/Bachelors of Sport Science Coordinator

- ☞ Responsible for marketing the Academy and its sports specific degree programs to prospective students including tours of the campus and The American Sport Art Museum and Archives
- ☞ Recruit and counsel Bachelor, Master and Doctoral prospects with issues such as admissions process, financial aid, career planning, distance learning, and class scheduling
- ☞ Liaison between the Academy and over 40 community/junior colleges concerning Articulation agreements
- ☞ Accept and organize documents plus create student files for acceptance into the Bachelor Program
- ☞ Evaluate college transcripts for consideration into the Bachelor program
- ☞ Use and update prospect and student database

Other Professional Experience

Classic Climate Controlled SelfStorage
Foley, Alabama
Site Manager

1999-2007

Premier Convention Services
Orlando, Florida
Program Manager

1997-1998

Education

Auburn University

Alternative Master's Business & Marketing Education - Graduation Date December 2013

GPA 4.0

- ☞ Member of Alpha Phi chapter of Kappa Delta Pi honor society for scholars in the education field.

Troy State University

Bachelor of Science, Marketing - Graduation Date- May 1997

Overall GPA 3.52, GPA in Major 3.35

- ☞ Honors and activities include Mortar Board Honor Society, Chancellor's Honor List, Provost's Honor

List, Dean's Student Advisory Council, Alpha Gamma Delta Treasurer and Pan-Hellenic Delegate, Marketing Club Treasurer and President, Trojan Ambassador, and Diamond Dear Baseball Hostess.

Athens State University

Career Technical Education program-2007-2008

GPA 4.0

Committee, Board Service & Associations

- ☞ Eastern Shore Chamber of Commerce Leaders Council
- ☞ Eastern Shore Chamber of Commerce Youth Leadership Planning Committee
- ☞ National Association of Branch Campus Administrators Conference Planning Committee
- ☞ Leadership Baldwin County Class of 2021
- ☞ Former Board Member - Baldwin County Education Coalition
- ☞ Former Finance Committee Member - Baldwin County Education Coalition
- ☞ SAWDC Alabama Works Career Opportunity Team - Worlds of Opportunity
- ☞ Talent Development & Recruitment Committee - South Baldwin Chamber of Commerce

Certifications

- ☞ Career Development Facilitator - August 2015