

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

MONDAY, 11 OCTOBER 2021 – 4:30 P.M. – COUNCIL CHAMBER

1. Fairhope Public Schools Commission Update
2. Discussion of the Young Street Community Park Garden Project – Jessica Walker
3. Budget Questions
4. Committee Updates
5. Department Head Updates

Next Regular Meeting – Monday, October 25, 2021 - Same Time and Place

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 11 OCTOBER 2021 - 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 27 September 2021 Regular City Council Meeting, and minutes of 27 September 2021 Work Session.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Public Hearing** – An Ordinance to Approve an Application from Lonnie Gibbs d/b/a Mustache Mike’s for a Franchise Agreement to install and operate Italian Ice Vending Cart 100’ to 200’ left of the Fairhope Boardwalk Pier.
6. Ordinance – An Ordinance to Repeal and Replace Ordinance No. 1463: Amending Chapter 20, Traffic, Article I, In General, Section 20-2, Fairhope Code Of Ordinances; specifically, the Committee members.
7. Ordinance – An Ordinance to declare that certain real property of the City of Fairhope (Part of K-1 Center for Fairhope Educational Enrichment Foundation, Inc. outlined in Exhibit A attached to lease) is not needed for public or municipal purposes in response to an offer to lease property from October 1, 2021 through September 30, 2046.
8. Resolution – Approval of the FY 2021 – 2022 Budget
9. Resolution – Holidays FY 2021 – 2022
10. Resolution – That the City Council approves Dewberry Engineers, Inc. for an increase to the Professional Engineering Services for Project #2: Bayou Drive, Fairway Boulevard, and Fairhope Avenue Transmission Systems Phase 2a: Improvements from Fairhope Avenue at Ingleside to Bishop (RFQ No. PS014-18) for Construction Engineering Inspection Services that were not included in the original contract which was for Design and Master Planning; and authorizes Mayor Sherry Sullivan to execute Amendment No. 2 to the Contract with an estimated cost of \$102,609.65.
11. Resolution – That the City of Fairhope approves the procurement of 876 Gas Pressure Regulators for the Gas Department for inventory to be purchased from M. T. Deason as Sole Source Provider in the State of Alabama and is the authorized Itron Gas Utility Distributor. The units must fit into our existing standardized system; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The total cost will be \$26,222.76.
12. Resolution – That the City of Fairhope has voted to purchase Two 2021 Chevrolet 2500HD 4x4 Silverado Trucks and Service Bodies for the Water and Sewer Department; and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid with a total estimated cost of \$95,349.90.

13. Resolution – That the City of Fairhope has voted to procure an unbudgeted Patch Management Software, ManageEngine Desktop Enterprise Edition for the IT Department; and the software is available for direct procurement through the OMNIA Partners Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$5,993.36. This software is to patch Windows, 3rd Party, and all Operating Systems as recommended by Warren Averitt Technology Group.
14. Resolution – That the City of Fairhope has voted to procure Kronos Timekeeping System Maintenance Annual Renewal for December 30, 2021 to December 29, 2022 for the IT Department with a cost not to exceed \$25,246.08. This is a Sole Source service through Kronos; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13).
15. Resolution – That the Fairhope City Council hereby accepts the Gift of One Artwork to the City of Fairhope from Stacey Howell: “Oak Trees” (a 29-7/8” x 40” Oil Painting on Canvas) valued at \$3,000.00.
16. Resolution – That the City Council hereby approves a one-time field use agreement with Blast Soccer to rent the Manley Soccer Complex for \$4,000.00 for its two-day 2021 Halloween Tournament. Standard damage and cleanup deposits are required and will be returned to Blast Soccer on the completion of the tournament as specified in the agreement. All other terms and conditions of Fairhope’s standard field use agreement shall apply and are incorporated into the approved agreement.
17. Application for a Special Events License (Alcoholic Beverage License) by Thomas B. McGregor, d/b/a Top Shelf Bar Services, LLC, for the Fizzy Fest located 300 Fairhope Avenue, (James P. Nix Center), Fairhope, Alabama on October 24, 2021 from 6:00 p.m. to 10:00 p.m.
18. Application for a Restaurant Liquor License by Julie Tew for JLJ Ventures, LLC d/b/a Bay Breeze Café Bar Grill, located at 212 1/2 Fairhope Avenue, Fairhope, Alabama.
19. Public Participation – (3 minutes maximum)
20. Adjourn

**City Council Work Session – 4:30 p.m.
on Monday, September 27, 2021 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.
on Monday, September 27, 2021 – Council Chambers**

Next Regular Meeting – Monday, October 11, 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, 27 September 2021.

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

There being a quorum present, Council President Burrell called the meeting to order at 6:09 p.m. The invocation was given by Associate Pastor Antonio Christie of Fairhope United Methodist Church and the Pledge of Allegiance was recited. Councilmember Conyers moved to approve minutes of the 8 September 2021, special-called work session/budget meeting, minutes of the 13 September 2021, regular meeting; and minutes of the 13 September 2021, work session. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Mayor Sullivan addressed the City Council and stated she will present the budget and adopt on October 11, 2021. She thanked Special Projects and Grants Manager Jessica Walker and Planning and Zoning Manager Hunter Simmons for handling the Comprehensive Land Use Plan meeting. Mayor Sullivan mentioned the Municipal Pier and microfilament cans for fishing lines; Baldwin Pops on the Bluff Sunday evening; and Homecoming for Fairhope High School.

Council President Burrell thanked Mayor Sullivan and staff for their hard work on the budget.

Councilmember Conyers moved for final adoption of Ordinance No. 1728, an ordinance to amend Zoning Ordinance No. 1253 and to zone the property of Silverhill Enterprises, LLC to Planned Unit Development (PUD) concurrent with annexation into the City of Fairhope. The property generally located east and west of Highway 181 near The Waters Subdivision, Fairhope, Alabama. PPIN Numbers: 17737, 17735, and 77776. The property to be known as Harvest Green PUD. (Introduced at the September 13, 2021 City Council Meeting) The motion was seconded by Councilmember Boone.

Planning and Zoning Manager Hunter Simmons explained the ordinance. Council President Burrell questioned density and commented the east side top is cookie cutter and said he would not approve if it was by itself. Engineer Larry Smith said greenspace is protecting critical areas. Mr. Simmons explained that there were recommendations by staff for approval. Councilmember Conyers withdrew his motion.

27 September 2021

Councilmember Conyers moved for final adoption of Ordinance No. 1728, an ordinance to amend Zoning Ordinance No. 1253 and to zone the property of Silverhill Enterprises, LLC to Planned Unit Development (PUD) concurrent with annexation into the City of Fairhope with Staff recommendations. Seconded by Councilmember Boone, motion for final adoption passed by the following voice votes: AYE – Burrell, Martin, Conyers, Robinson, and Boone. NAY - None.

Councilmember Boone moved for final adoption of Ordinance No. 1729, an ordinance to amend Ordinance No. 1639: specifically, 2018 International Code Council International Building Code (IBC) – storage buildings. (Introduced at the September 13, 2021 City Council Meeting) Seconded by Councilmember Martin, motion for final adoption passed by the following voice votes: AYE – Burrell, Martin, Conyers, Robinson, and Boone. NAY - None.

Councilmember Martin moved for final adoption of Ordinance No. 1730, an ordinance to amend Ordinance No. 1513: Article III. Board of Advisors; Section I of the Fairhope Recreation Board's Bylaws. (Introduced at the September 13, 2021 City Council Meeting) Seconded by Councilmember Conyers, motion for final adoption passed by the following voice votes: AYE – Burrell, Martin, Conyers, Robinson, and Boone. NAY - None.

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves and authorizes the application for the Fiscal Year 2022 Airport Improvement Project Funding. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4214-21

WHEREAS, the City of Fairhope, Alabama intends to apply for state matching funds for an airport improvement project for the H. L. "Sonny" Callahan Airport (KCQF) during fiscal year 2022.

THEREFORE, BE IT RESOLVED, by the City of Fairhope, Alabama as follows:

1. That the City of Fairhope is authorized to make an application for airport improvement funding assistance from the State of Alabama Department of Transportation, for the purpose of undertaking a project, or for seeking entitlement funds, in fiscal year 2022 to make improvements at the H. L. "Sonny" Callahan Airport (KCQF).

2. That the application be submitted for and on behalf of the City of Fairhope by its Mayor or by the Council President, as designated by the City Council, who is authorized by this resolution to sign the application and any related forms or documents on behalf of the City of Fairhope.

27 September 2021

3. That the City of Fairhope is authorized to enter into an airport improvement funding agreement with the State of Alabama, acting by and through the Alabama Department of Transportation, for the purpose of undertaking a project to make improvements at the H. L. "Sonny" Callahan Airport (KCQF), or for requesting entitlement funds, with partial funding provided by the State of Alabama.

4. That the agreement be executed in the name of the City of Fairhope, as airport sponsor, for and on behalf of the Fairhope Airport Authority* by the City's Mayor or Council President, as designated by the City Council.

5. That the authority of the City of Fairhope to enter into contracts with the State of Alabama has been reviewed by the City of Fairhope's attorney, and in his opinion, the City of Fairhope, by and through its Mayor or authorized City Council Designee is duly authorized to commit the City of Fairhope to an agreement with the Alabama Department of Transportation.

BE IT FURTHER RESOLVED, that the City of Fairhope, in reliance upon an appropriate funding resolution from Fairhope Airport Authority, hereby affirms that the local matching share of funds in the amount required for this airport improvement project, if such matching funds will be required, has been officially approved, placed into the budget of the Fairhope Airport Authority and is available for expenditure by Fairhope Airport Authority upon execution of the State of Alabama's funding agreement and the start of the project.

I, the undersigned qualified and acting as the City Clerk of the City of Fairhope, Alabama hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City of Fairhope named therein, at a regular meeting of such body held on the 27th day of September, 2022, and that such resolution is on file in the office of the City Clerk, City of Fairhope, Alabama.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Fairhope on this 27th day of September, 2022.

Jack Burrell, Council President,
City of Fairhope

ATTEST:

Lisa A. Hanks, MMC
City Clerk

27 September 2021

Councilmember Robinson 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 (GMC) to perform Architectural/Engineering Design Services for the replacement of the existing HVAC Unit for Council Chambers (RFQ No. PS038-21); and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4215-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of Goodwyn Mills Cawood (GMC) to perform Architectural/Engineering Design Services for the replacement of the existing HVAC Unit for Council Chambers (RFQ No. PS038-21); and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 27TH DAY OF SEPTEMBER, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute a contract with Volkert Engineering to perform Professional Engineering and Environmental Services for the ADEM NPDES Wastewater Discharge Permit for Required DIZ Test for the Sewer Department (RFQ No. PS034-21) with an estimated amount of \$45,360.00 based on the attached current hourly rate schedule and estimated analytical cost. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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27 September 2021

RESOLUTION NO. 4216-21

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 Volkert Engineering to perform Professional Engineering and Environmental Services for the ADEM NPDES Wastewater Discharge Permit for Required DIZ Test for the Sewer Department (RFQ No. PS034-21) with an estimated amount of \$45,360.00 based on the attached current hourly rate schedule and estimated analytical cost.

DULY ADOPTED THIS 27TH DAY OF SEPTEMBER, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute a contract with Neel-Schaffer, Inc. to perform Professional Engineering and Design Services for Corridor Study, Survey, Design, and Project Letting for Project: ADA-HCR 40-DOT #2018-0252 – ADA Compliance at Southland Subdivision for the Public Works (RFQ No. PS036-21) with a not-to-exceed amount of \$74,066.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 4217-21

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 Neel-Schaffer, Inc. to perform Professional Engineering and Design Services for Corridor Study, Survey, Design, and Project Letting for Project: ADA-HCR 40-DOT #2018-0252 – ADA Compliance at Southland Subdivision for the Public Works (RFQ No. PS036-21) with a not-to-exceed amount of \$74,066.00.

DULY ADOPTED THIS 27TH DAY OF SEPTEMBER, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

27 September 2021

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of Sawgrass Consulting, LLC for the National Resources and Conservation Service grants for Emergency Watershed Protection Project #3 North Summit (Big Mouth Gulley (DSR 5106-006) RFQ #PS009-21 for Professional Survey and Engineering Services; and authorizes Mayor Sullivan to execute a contract with a total cost of \$66,000.00 based on estimates. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4218-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of Sawgrass Consulting, LLC for the National Resources and Conservation Service grants for Emergency Watershed Protection Project #3 North Summit (Big Mouth Gulley (DSR 5106-006) RFQ #PS009-21 for Professional Survey and Engineering Services; and authorizes Mayor Sullivan to execute a contract with a total cost of \$66,000.00 based on estimates.

DULY ADOPTED THIS 27TH DAY OF SEPTEMBER, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 to Bid Number 041-19, Improvements to Four (4) Electric Substations for Project EL006-19 for the Capital Improvement Plan to Upgrade Four (4) Substations at Twin Beech, Nichols, Morphy, and Volanta (Bid Number 041-19) with an increased cost in an amount of \$100,300.00; and to award the Change Order to Aubrey Silvey Enterprises, Inc. with contract time being increased by 270 calendar days. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

27 September 2021

RESOLUTION NO. 4219-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 to Bid Number 041-19, Improvements to Four (4) Electric Substations for Project EL006-19 for the Capital Improvement Plan to Upgrade Four (4) Substations at Twin Beech, Nichols, Morphy, and Volanta (Bid Number 041-19) with an increased cost in an amount of \$100,300.00; and to award the Change Order to Aubrey Silvey Enterprises, Inc. with contract time being increased by 270 calendar days.

Adopted on this 27th day of September, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution to Award Bid to Redd Pest Solutions for Pest Control 2021 for the City of Fairhope with a total bid proposal for an annual cost not to exceed \$12,371.04 (Bid No. 039-21). Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4220-21

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 Pest Control 2021 (Bid Number 039-21) for the City of Fairhope.

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

Please see attached Bid Tabulation for
Pest Control 2021

27 September 2021

[3] After evaluating the bid proposals with the required bid specifications, Redd Pest Solutions, with a total bid proposal for an annual cost not to exceed \$12,371.04, is now awarded the bid for Pest Control 2021 for the City of Fairhope.

Adopted on this 27th day of September, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

CITY OF FAIRHOPE Bid Tabulation
Bid 039-21 Pest Control 2021
Opened August 31, 2021 at 10 A.M.

Bid	Documents Complete Numbered or No	Vendor Complete or No	Bid Due to City of Fairhope per specifications or No	Bid Tabulation Complete for this or No	Bid				
					Per Month	Total Annual Bid	Tree Treatment as requested	After hours RATE per hour	Per Month
Wildlife Solutions, Inc.	Yes	Yes	\$5,808.00	\$69,696.00	\$1,500.00	\$100.00	\$5,133.00	\$61,356.00	\$100.00
Redd Pest Solutions	Yes	Yes	\$999.67	\$11,996.04	\$125.00	\$95.00	n/a	n/a	n/a

Recommendation: Redd Pest Solutions

To the best of my knowledge and in accordance with the Bid Tabulation

Signature

George Ladd, Public Works Assistant Director

Signature

Cory Pierce, Purchasing Manager

27 September 2021

RESOLUTION NO. 4222-21

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 NRCS-EWP DSR 5106 – Project #1 Quail Creek (Bid Number 040-21) for the City of Fairhope.

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

Please see attached Bid Tabulation for
NRCS - EWP DSR 5106 – Project #1 Quail Creek

[3] After evaluating the bid proposals with the required bid specifications, John G. Walton Construction Company with total bid proposal not-to-exceed of \$399,702.73, is now awarded the bid for NRCS-EWP DSR 5106 – Project #1 Quail Creek for the City of Fairhope.

Adopted on this 27th day of September, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

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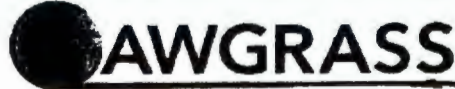
27 September 2021



Bid Tabulation - City of Fairhope
Quail Creek NRCS Project No. PW005-21 NRCS-EWP DSR-5106-006
 DATE: September 8, 2021

CONSTRUCTION ITEMS				John G. Walton		Ammons & Blackmon	
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
002	CLEARING & GRUBBING	LS	1	\$ 10,963.25	\$ 10,963.25	\$ 12,000.00	\$ 12,000.00
004	CHANNEL CLEARING AND SHAPING	LS	1	\$ 20,472.72	\$ 20,472.72	\$ 12,000.00	\$ 12,000.00
005-A	POLLUTION CONTROL (SILT FENCING)	LF	735	\$ 9.30	\$ 6,835.50	\$ 7.00	\$ 5,145.00
005-B	POLLUTION CONTROL (WATTLES)	LF	160	\$ 8.27	\$ 1,323.20	\$ 12.00	\$ 1,920.00
005-C	POLLUTION CONTROL (CONSTRUCTION ENTRANCE)	EA	1	\$ 12,387.13	\$ 12,387.13	\$ 5,000.00	\$ 5,000.00
006-A	SEEDING AND MULCHING	ACRE	1	\$ 3,589.10	\$ 3,589.10	\$ 3,000.00	\$ 3,000.00
006-B	SOLID SODDING	SY	150	\$ 7.52	\$ 1,128.00	\$ 10.00	\$ 1,500.00
008	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 17,398.04	\$ 17,398.04	\$ 68,280.00	\$ 68,280.00
021	UNCLASSIFIED EXCAVATION	CT	1,800	\$ 18.98	\$ 34,164.00	\$ 15.00	\$ 27,000.00
023	EARTHFILL (A-4 MATERIAL)	CY (TBM)	680	\$ 16.12	\$ 10,961.60	\$ 15.00	\$ 10,200.00
025	ROCKFILL (ALDOT #57 CRUSHED LIMESTONE)(AROUND EXPOSED UTILITY LINES)	TON	40	\$ 76.30	\$ 3,052.00	\$ 80.00	\$ 3,200.00
026	TOPSOILING (4" THICK)	CY	280	\$ 23.98	\$ 6,714.40	\$ 20.00	\$ 5,600.00
061-A	ROCK RIP-RAP (REMOVE & REUSE)	TON	50	\$ 30.68	\$ 1,534.00	\$ 75.00	\$ 3,750.00
061	ROCK RIP-RAP (CLASS II)	TON	125	\$ 88.90	\$ 11,112.50	\$ 100.00	\$ 12,500.00
061	ROCK RIP-RAP (CLASS III)	TON	1,450	\$ 86.09	\$ 124,830.50	\$ 100.00	\$ 145,000.00
062	GROUTED RIP-RAP	CY	8	\$ 1,091.89	\$ 8,735.12	\$ 500.00	\$ 4,000.00
095-A	GEOTEXTILE (8 oz NON-WOVEN FILTER BLANKET)	SY	1,785	\$ 5.33	\$ 9,514.05	\$ 3.00	\$ 5,355.00
095-B	GEOTEXTILE (ROLLED EROSION CONTROL PRODUCT (SC 150))	SY	350	\$ 8.39	\$ 2,936.50	\$ 5.00	\$ 1,750.00
401	CONCRETE EROSION CONTROL MAT (FLEX-A-MAT PLUS OR NRCS APPROVED EQUAL)	SF	6,075	\$ 7.53	\$ 45,744.75	\$ 20.00	\$ 121,500.00
BASE BID SUBTOTAL					\$ 333,396.36		\$ 448,700.00

27 September 2021



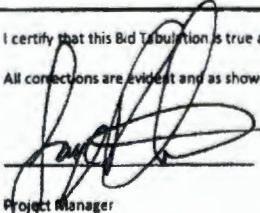
Bid Tabulation - City of Fairhope
Quail Creek NRCS Project No. PW005-21 NRCS-EWP DSR-5106-006

DATE: September 8, 2021

CONSTRUCTION ITEMS				John G. Walton		Ammons & Blackmon	
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
ADDITIVE ALTERNATE NO. 1							
003-A	STRUCTURE REMOVAL (EXISTING CONCRETE HEADWALLS)	EA	2	\$ 2,112.08	\$ 4,224.16	\$ 1,000.00	\$ 2,000.00
003-B	STRUCTURE REMOVAL (EXISTING 45"x 30" CONCRETE PIPE)	LF	72	\$ 47.47	\$ 3,417.84	\$ 20.00	\$ 1,440.00
003-C	STRUCTURAE REMOVAL (EXISTING CONCRETE CART PATH)	SY	100	\$ 26.11	\$ 2,611.00	\$ 10.00	\$ 1,000.00
032-A	STRUCTURE CONCRETE (HEADWALLS AND SLOPE PAVING-INCLUDING FOOTERS, REINFORCED)	CY	15	\$ 1,547.77	\$ 23,216.55	\$ 1,700.00	\$ 25,500.00
032-B	STRUCTURE CONCRETE (CART PATH-INCLUDING FOOTERS)	CY	14	\$ 867.59	\$ 12,146.26	\$ 500.00	\$ 7,000.00
034	STEEL REINFORCEMENT	LBS	200	\$ 8.52	\$ 1,704.00	\$ 3.00	\$ 600.00
042	CONCRETE PIPE DRAINS (44"x27" REINFORCED CONCRETE ARCH PIPE)	LF	128	\$ 135.69	\$ 17,368.32	\$ 90.00	\$ 11,520.00
047	RELAID PIPE DRAINS (45"x30" REINFORCED CONCRETE PIPE)	LF	32	\$ 50.57	\$ 1,618.24	\$ 70.00	\$ 2,240.00
ADDITIVE ALTERNATE NO. 1 SUBTOTAL				\$	66,306.37	\$	51,300.00
TOTAL BID PRICE (BASE + ADD. ALT NO. 1)				\$	399,702.73	\$	500,000.00

I certify that this Bid Tabulation is true and accurate based on unit prices provided by each individual bidder.

All corrections are evident and as shown in the tabulation.



 Project Manager

 9-8-21
 Date

27 September 2021



PROJECT COST BREAKDOWN

Quail Creek NRCS Project No. PW005-21 NRCS-EWP DSR-5106-006

DATE: September 9, 2021

SHARED COST SECTION (STA 0+00 - 2+55.36)					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
002	CLEARING & GRUBBING	LS	0.80	\$ 10,963.25	\$ 8,770.60
004	CHANNEL CLEARING AND SHAPING	LS	0.80	\$ 20,472.72	\$ 16,378.18
005-A	POLLUTION CONTROL (SILT FENCING)	LF	735	\$ 9.30	\$ 6,835.50
005-B	POLLUTION CONTROL (WATTLES)	LF	160	\$ 8.27	\$ 1,323.20
005-C	POLLUTION CONTROL (CONSTRUCTION ENTRANCE)	EA	1	\$ 12,387.13	\$ 12,387.13
006-A	SEEDING AND MULCHING	ACRE	0.90	\$ 3,589.10	\$ 3,230.19
006-B	SOLID SODDING	SY	125	\$ 7.52	\$ 940.00
008	MOBILIZATION AND DEMOBILIZATION	LS	0.80	\$ 17,398.04	\$ 13,918.43
021	UNCLASSIFIED EXCAVATION	CY	1,500	\$ 18.98	\$ 28,470.00
023	EARTHFILL (A-4 MATERIAL)	CY (TBM)	593	\$ 16.12	\$ 9,559.16
025	ROCKFILL (ALDOT #57 CRUSHED LIMESTONE)(AROUND EXPOSED UTILITY LINES)	TON	40	\$ 76.30	\$ 3,052.00
026	TOPSOILING (4" THICK)	CY	225	\$ 23.98	\$ 5,395.50
061-A	ROCK RIP-RAP (REMOVE & REUSE)	TON	20	\$ 30.68	\$ 613.60
061-B	ROCK RIP-RAP (CLASS II)	TON	35	\$ 88.90	\$ 3,111.50
061-C	ROCK RIP-RAP (CLASS III)	TON	928	\$ 86.09	\$ 79,891.52
062	GROUTED RIP-RAP	CY	4	\$ 1,091.89	\$ 4,367.56
095-A	GEOTEXTILE (8 oz NON-WOVEN FILTER BLANKET)	SY	1,370	\$ 5.33	\$ 7,302.10
095-B	GEOTEXTILE (ROLLED EROSION CONTROL PRODUCT (SC 150))	SY	245	\$ 8.39	\$ 2,055.55

27 September 2021

401	CONCRETE EROSION CONTROL MAT (FLEX-A-MAT PLUS OR NRCS APPROVED EQUAL)	SF	6,075	\$ 7.53	\$ 45,744.75
TOTAL (STA 0+00 - STA 2+55.36)					\$ 253,346.47
CITY'S COST RESPONSIBILITY SECTION (STA 2+55.36 - STA 3+63.80)					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
002	CLEARING & GRUBBING	LS	0.20	\$ 10,963.25	\$ 2,192.65
003-A	STRUCTURE REMOVAL (EXISTING CONCRETE HEADWALLS)	EA	2	\$ 2,112.08	\$ 4,224.16
003-B	STRUCTURE REMOVAL (EXISTING 45"x 30" CONCRETE PIPE)	LF	72	\$ 47.47	\$ 3,417.84
003-C	STRUCTURE REMOVAL (EXISTING CONCRETE CART PATH)	SY	100	\$ 26.11	\$ 2,611.00
004	CHANNEL CLEARING AND SHAPING	LS	0.20	\$ 20,472.72	\$ 4,094.54
005-A	POLLUTION CONTROL (SILT FENCING)	LF	0	\$ 9.30	\$ -
005-B	POLLUTION CONTROL (WATTLES)	LF	0	\$ 8.27	\$ -
005-C	POLLUTION CONTROL (CONSTRUCTION ENTRANCE)	EA	0	\$ 12,387.13	\$ -
006-A	SEEDING AND MULCHING	ACRE	0.10	\$ 3,589.10	\$ 358.91
006-B	SOLID SODDING	SY	25	\$ 7.52	\$ 188.00
008	MOBILIZATION AND DEMOBILIZATION	LS	0.20	\$ 17,398.04	\$ 3,479.61
021	UNCLASSIFIED EXCAVATION	CY	300	\$ 18.98	\$ 5,694.00
023	EARTHFILL (A-4 MATERIAL)	CY (TBM)	87	\$ 16.12	\$ 1,402.44
025	ROCKFILL (ALDOT #57 CRUSHED LIMESTONE)(AROUND EXPOSED UTILITY LINES)	TON	0	\$ 76.30	\$ -
026	TOPSOILING (4" THICK)	CY	55	\$ 23.98	\$ 1,318.90
032-A	STRUCTURE CONCRETE (HEADWALLS AND SLOPE PAVING-INCLUDING FOOTERS, REINFORCED)	CY	15	\$ 1,547.77	\$ 23,216.55

27 September 2021

032-B	STRUCTURE CONCRETE (CART PATH-INCLUDING FOOTERS)	CY	14	\$	867.59	\$	12,146.26
034	STEEL REINFORCEMENT	LBS	200	\$	8.52	\$	1,704.00
042	CONCRETE PIPE DRAINS (44"x27" REINFORCED CONCRETE ARCH PIPE)	LF	128	\$	135.69	\$	17,368.32
047	RELAID PIPE DRAINS (45"x30" REINFORCED CONCRETE PIPE)	LF	32	\$	50.57	\$	1,618.24
061-A	ROCK RIP-RAP (REMOVE & REUSE)	TON	30	\$	30.68	\$	920.40
061-B	ROCK RIP-RAP (CLASS II)	TON	90	\$	88.90	\$	8,001.00
061-C	ROCK RIP-RAP (CLASS III)	TON	522	\$	86.09	\$	44,938.98
062	GROUTED RIP-RAP	CY	4	\$	1,091.89	\$	4,367.56
095-A	GEOTEXTILE (8 oz NON- WOVEN FILTER BLANKET)	SY	415	\$	5.33	\$	2,211.95
095-B	GEOTEXTILE (ROLLED)						
	EROSION CONTROL PRODUCT (SC 150))	SY	105	\$	8.39	\$	880.95
401	CONCRETE EROSION CONTROL MAT (FLEX-A-MAT PLUS OR NRCS APPROVED EQUAL)	SF	0	\$	7.53	\$	-
TOTAL (STA 2+55.36 - STA 3+63.80)						\$	146,356.26
TOTAL (STA 0+00 - STA 3+63.80)						\$	399,702.73

27 September 2021

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution to Award Bid to A-Long Boring, Inc. for Phase 2 Project 2 Wastewater Collection and Transmission System for the Sewer Department with total bid proposal not-to-exceed of \$1,578,610.00 (Bid Number 034-21). Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4223-21

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 Phase 2 Project 2 Wastewater Collection and Transmission System for the Sewer Department (Bid Number 034-21).

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

Please see attached Bid Tabulation for
Phase 2 Project 2 Wastewater Collection and Transmission System
for the Sewer Department

[3] After evaluating the bid proposals with the required bid specifications, A-Long Boring, Inc. with total bid proposal not-to-exceed of \$1,578,610.00, is now awarded the bid for Phase 2 Project 2 Wastewater Collection and Transmission System for the Sewer Department.

Adopted on this 27th day of September, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

27 September 2021

City of Fairhope				ALONG BORING INC.		BOAM CONTRACTING CO., INC.	
BID NO. 034-21 Phase 2- Project 2- Bayou Drive, Fairwood Blvd, Fairhope Ave, Transmission Systems, IMPROVEMENTS FROM FAIRHOPE AVE AT INGLESIDE TO BISHOP AVE				ALABAMA LICENSE NO. 38934		ALABAMA LICENSE NO. 9308	
BID TAB							
September 14, 2021							
ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
INGLESIDE AND FAIRHOPE AVE. OPEN CUT WORK SHEET 6							
1	REMOVE EXISTING CURB GUTTER	LF	60	\$ 10.00	\$ 600.00	\$ 20.00	\$ 1,200.00
2	REPLACED EXISTING CURB AND GUTTER w/ EXPANSION JOINT MATERIAL	LF	60	\$ 55.00	\$ 3,300.00	\$ 50.00	\$ 3,000.00
3	REMOVE EXISTING SIDEWALK ADA RAMP WITH TRUNCATED DOMES (8 SY)	SY	8	\$ 123.00	\$ 1,000.00	\$ 300.00	\$ 2,400.00
4	REPLACE EXISTING ADA RAMP WITH TRUNCATED DOMES w/ EXPANSION JOINT MATERIAL	SY	8	\$ 320.00	\$ 2,560.00	\$ 1,000.00	\$ 8,000.00
5	REMOVE EXISTING ASPHALT (INCLUDING SAW CUTTING AND MILLED THE INS)	SY	210	\$ 20.00	\$ 4,200.00	\$ 6.00	\$ 1,860.00
6	REMOVE EXISTING MANHOLE	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00
7	REMOVE AND REPLACE EXISTING SIGN	EA	1	\$ 395.00	\$ 395.00	\$ 1,800.00	\$ 1,800.00
8	6" CRUSHED AGG BASE MATERIAL 625-B	SY	541	\$ 22.00	\$ 11,902.00	\$ 12.00	\$ 6,492.00
9	UNCLASSIFIED TRENCH EXCAVATION (4.33' WIDE X 4' DEEP X 355' LONG)	CY	411	\$ 25.00	\$ 10,275.00	\$ 20.00	\$ 8,220.00
10	BEDDING MATERIAL FOR PIPE Class 1 or 2 (RBT stone)	SY	310	\$ 15.00	\$ 4,650.00	\$ 22.00	\$ 6,820.00
11	IMPROVED TRENCH BACK FILL Class 1 or 2 (RBT stone) to 6" above pipe	CY	238	\$ 70.00	\$ 16,660.00	\$ 180.00	\$ 23,800.00
12	18" PVC C-900 DR 18 (OPEN CUT) 9-4'	LF	330	\$ 200.00	\$ 106,000.00	\$ 278.27	\$ 147,483.18
13	424A- 1/2" MAX AGG. WEARING SURFACE (110 # SY)	SY	775	\$ 15.00	\$ 12,400.00	\$ 20.00	\$ 16,500.00
14	474B- 3/4" MAX AGG. BINDER LAYER (220 #SY)	SY	552	\$ 30.00	\$ 16,560.00	\$ 20.00	\$ 11,040.00
15	18" DI 45 DEGREE FITTING WITH EPOXY LINER & 2-MJ RETAINER GLANDS	EA	2	\$ 4,000.00	\$ 8,000.00	\$ 2,835.00	\$ 5,670.00
16	18" DI SLEEVE WITH EPOXY LINER & 2 MJ RETAINER GLANDS	EA	3	\$ 4,000.00	\$ 12,000.00	\$ 3,155.00	\$ 9,465.00
17	18" DI TEE WITH EPOXY LINER & 2 MJ RETAINER GLANDS AND 1 POSTERS ADAPTOR	EA	1	\$ 8,500.00	\$ 8,500.00	\$ 5,145.00	\$ 5,145.00
18	18" DI 90 FITTING WITH EPOXY LINER & 2-MJ RETAINER GLANDS	EA	1	\$ 4,400.00	\$ 4,400.00	\$ 3,626.00	\$ 3,626.00
19	18" MJ GATE VALVE ASSEMBLY WITH RETAINER GLANDS AND VALVE BOX	EA	1	\$ 22,000.00	\$ 22,000.00	\$ 14,320.00	\$ 14,320.00
20	18" X 12" REDUCER WITH EPOXY LINER & 1-12" FOSTERS ADAPTOR AND 1-18" MJ RETAINER GLAND	EA	1	\$ 3,800.00	\$ 3,800.00	\$ 2,835.00	\$ 2,835.00

BID TAB				ALABAMA LICENSE NO. 38934		ALABAMA LICENSE NO. 9308	
September 14, 2021							
ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
21	18" X 16" REDUCER WITH EPOXY LINER & 1-18" FOSTERS ADAPTOR AND 1-16" MJ RETAINER GLAND	EA	2	\$ 6,000.00	\$ 12,000.00	\$ 3,955.00	\$ 7,910.00
22	18" DI TEE WITH EPOXY LINER 1-18" RETAINER GLAND	EA	1	\$ 9,000.00	\$ 9,000.00	\$ 5,485.00	\$ 5,485.00
23	ODOR CONTROL UNIT	EA	1	\$ 16,000.00	\$ 16,000.00	\$ 8,000.00	\$ 8,000.00
24	AIR / VACUUM RELEASE VALVE ASSEMBLY	EA	1	\$ 7,000.00	\$ 7,000.00	\$ 5,011.00	\$ 5,011.00
25	BORE PIT EXCAVATION	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,600.00
26	BORE PIT DEWATERING	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00
27	16" HDPE SDR 11 HDD, (INCLUDING FILLING OF ANULAR SPACE)	LF	85	\$ 185.00	\$ 15,725.00	\$ 364.83	\$ 30,993.65
28	TRAFFIC CONTROL SCHEME	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00
29	STORM DRAIN CROSSING STA 13+80 18" STORM DRAIN	LS	1	\$ 1,600.00	\$ 1,600.00	\$ 3,000.00	\$ 3,000.00
30	STORM DRAIN CROSSING STA 14+85 -15+00 18" STORM DRAIN	LS	1	\$ 1,600.00	\$ 1,600.00	\$ 3,000.00	\$ 3,000.00
31	STORM DRAIN CROSSING STA 15+85 18" STORM DRAIN	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00
32	STORM DRAIN CROSSING STA 16+45 18" STORM DRAIN	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00
SUB-TOTAL SHEET 6					\$ 238,132.00		\$ 268,480.83
FAIRHOPE AVENUE SHEET 7 (11+40 - 23+80)							
1	16" 22.5 DEGREE DI FITTING WITH EPOXY LINING 1-MJ ADAPTOR AND 1- RETAINER GLAND	EA	3	\$ 4,000.00	\$ 12,000.00	\$ 3,845.00	\$ 11,635.00
2	16" HDPE SDR 11 HDD, (INCLUDING FILLING OF ANULAR SPACE)	LF	1,240	\$ 185.00	\$ 229,400.00	\$ 173.01	\$ 214,632.40
3	REMOVE EXISTING SIDEWALK	SY	7	\$ 125.00	\$ 875.00	\$ 20.00	\$ 140.00
4	INSTALL NEW SIDEWALK w/ EXPANSION JOINT MATERIAL	SY	7	\$ 320.00	\$ 2,240.00	\$ 40.00	\$ 280.00
5	REMOVE EXISTING CURB AND GUTTER	LF	60	\$ 10.00	\$ 600.00	\$ 20.00	\$ 1,000.00
6	INSTALL NEW CURB AND GUTTER w/ EXPANSION JOINT MATERIAL	LF	60	\$ 55.00	\$ 3,300.00	\$ 50.00	\$ 2,800.00
7	REMOVE EXISTING PAVEMENT INCLUDING SAW CUTTING	SY	85	\$ 20.00	\$ 1,700.00	\$ 8.00	\$ 680.00
8	BORE PIT EXCAVATION	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00
9	BORE PIT DEWATERING	LS	1	\$ 2,800.00	\$ 2,800.00	\$ 1,000.00	\$ 1,000.00
10	AIR / VACUUM RELEASE VALVE ASSEMBLY	EA	1	\$ 7,000.00	\$ 7,000.00	\$ 5,118.00	\$ 5,118.00
11	ODOR CONTROL UNIT	EA	1	\$ 16,000.00	\$ 16,000.00	\$ 8,000.00	\$ 8,000.00

27 September 2021

BID TAB September 14, 2021				ALABAMA LICENSE NO. 38934		ALABAMA LICENSE NO. 9309	
ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
2	AIR / VACUUME RELEASE VALVE ASSEMBLY	EA	1	\$ 7,000.00	\$ 7,000.00	\$ 5,118.00	\$ 5,118.00
3	ODOR CONTROL UNIT	EA	1	\$ 16,000.00	\$ 16,000.00	\$ 8,000.00	\$ 8,000.00
4	16" 22.5 DEGREE DI FITTING WITH EPOXY LINING 1-MJ ADAPTOR AND 1- RETAINER GLAND	EA	2	\$ 4,000.00	\$ 8,000.00	\$ 3,945.00	\$ 7,890.00
5	REMOVE EXISTING PAVEMENT INCLUDING SAW CUTTING	LB	148	\$ 20.00	\$ 2,960.00	\$ 8.00	\$ 1,184.00
6	424A- 1/2" MAX AGG. WEARING SURFACE (110 #/SY)	SY	542	\$ 16.00	\$ 8,672.00	\$ 20.00	\$ 10,840.00
7	424B- 3/4 MAX AGG. BINDER LAYER (220 #/SY)	SY	148	\$ 30.00	\$ 4,380.00	\$ 20.00	\$ 2,960.00
8	6" CRUSHED AGG. BASE MATERIAL 825-B	SY	148	\$ 22.00	\$ 3,256.00	\$ 12.00	\$ 1,776.00
9	BEDDING MATERIAL FOR PIPE Class I or II (#67 stone)	SY	119	\$ 15.00	\$ 1,785.00	\$ 23.00	\$ 2,737.00
10	IMPROVED TRENCH BACK FILL Class I or II (#67 stone) to 6" above pipe	CY	69	\$ 70.00	\$ 4,830.00	\$ 100.00	\$ 6,900.00
11	16" DI SLEEVE WITH EPOXY LINER & 2 MJ RETAINER GLANDS	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 3,375.00	\$ 3,375.00
12	16" DI 45 DEGREE FITTING WITH EPOXY LINER & 2-MJ RETAINER GLANDS	EA	2	\$ 4,000.00	\$ 8,000.00	\$ 3,520.00	\$ 7,040.00
13	16" X 8" REDUCER WITH EPOXY LINER & 1-8" FOSTERS ADAPTOR AND 1-16" FOSTERS ADAPTOR	EA	1	\$ 3,600.00	\$ 3,600.00	\$ 3,740.00	\$ 3,740.00
14	8" GATE VALVE MJ X MJ ASSEMBLY w/ RETAINER GLANDS AND VALVE BOX	EA	2	\$ 2,400.00	\$ 4,800.00	\$ 3,065.00	\$ 6,130.00
15	16" X 12" TEE w/ EPOXY LINER & 1-16" RETAINER GLAND, 1-16" FOSTER ADAPTOR AND 1-12" FOSTERS ADAPTOR RETAINER GLANDS	EA	2	\$ 7,000.00	\$ 14,000.00	\$ 5,835.00	\$ 11,670.00
16	8" TEE w/ EPOXY LINER 2-8" RETAINER GLANDS AND 1-8" FOSTERS ADAPTOR	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,370.00	\$ 2,370.00
17	12" GATE VALVE MJ X MJ ASSEMBLY w/ RETAINER GLANDS VALVE BOX, 12" PLUG	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 3,845.00	\$ 7,690.00
18	12" DI 45 DEGREE BEND w/ EPOXY LINING, 12" FOSTERS ADAPTOR	EA	1	\$ 3,400.00	\$ 3,400.00	\$ 3,000.00	\$ 3,000.00
19	16" C-800 PVC DIRECT BURY	LF	192	\$ 200.00	\$ 38,400.00	\$ 278.61	\$ 53,473.12
20	REMOVE EXISTING SIDEWALK	SY	9	\$ 125.00	\$ 1,125.00	\$ 20.00	\$ 180.00
21	INSTALL NEW SIDEWALK w/ EXPANSION JOINT MATERIAL	SY	9	\$ 320.00	\$ 2,880.00	\$ 40.00	\$ 360.00
22	TRAFFIC CONTROL SCHEME	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 8,000.00	\$ 8,000.00
23	REMOVE EXISTING FENCE AT ROW ON BISHOP ROAD (20' +/-)	LS	1	\$ 750.00	\$ 750.00	\$ 1,500.00	\$ 1,500.00
24	INSTALL NEW 6 FOOT HIGH BOARD FENCE ENCLOSURE w/ 6' WIDE GATE(S) AND 4' WIDE GATE	LF	250	\$ 32.00	\$ 8,000.00	\$ 14.00	\$ 3,500.00
25	STORM DRAIN CROSSING STA 50+40 24"x 42" STORM DRAIN	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00

BID TAB September 14, 2021				ALABAMA LICENSE NO. 38934		ALABAMA LICENSE NO. 9309	
ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
12	16" PVC C-800 DR 18 (OPEN CUT) 0-4'	LF	20	\$ 200.00	\$ 4,000.00	\$ 278.00	\$ 5,560.00
13	6" CRUSHED AGG. BASE MATERIAL 825-B	SY	90	\$ 22.00	\$ 1,980.00	\$ 12.00	\$ 1,080.00
14	424A- 1/2" MAX AGG. WEARING SURFACE (110 #/SY)	SY	188	\$ 27.00	\$ 5,076.00	\$ 30.00	\$ 5,640.00
15	424B- 3/4 MAX AGG. BINDER LAYER (220 #/SY)	SY	90	\$ 54.00	\$ 4,860.00	\$ 20.00	\$ 1,800.00
16	IMPROVED TRENCH BACK FILL Class I or II (#67 stone)	CY	190	\$ 70.00	\$ 13,300.00	\$ 100.00	\$ 19,000.00
17	TRAFFIC CONTROL SCHEME	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00
SUB-TOTAL SHEET 7 (11+40 - 23+00)					\$ 317,081.00		\$ 298,695.12
FAIRHOPE AVENUE SHEET 8 (23+00 - 37+00)							
1	16" HDPE BDR 11 HDD, (INCLUDING FILLING OF ANULAR SPACE)	LF	1,376	\$ 185.00	\$ 254,375.00	\$ 173.00	\$ 238,124.80
2	AIR / VACUUME RELEASE VALVE ASSEMBLY	EA	1	\$ 7,000.00	\$ 7,000.00	\$ 5,118.00	\$ 5,118.00
3	ODOR CONTROL UNIT	EA	1	\$ 16,000.00	\$ 16,000.00	\$ 8,000.00	\$ 8,000.00
4	16" 22.5 DEGREE DI FITTING WITH EPOXY LINING 1-MJ ADAPTOR AND 1- RETAINER GLAND	EA	2	\$ 4,000.00	\$ 8,000.00	\$ 3,945.00	\$ 7,890.00
5	BORE PIT EXCAVATION	LB	1	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00
6	BORE PIT DEWATERING	LB	1	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00
7	16" PVC C-800 DR 18 (OPEN CUT) 0-4'	LF	20	\$ 200.00	\$ 4,000.00	\$ 378.00	\$ 7,560.00
8	6" CRUSHED AGG. BASE MATERIAL 825-B	SY	89	\$ 22.00	\$ 1,958.00	\$ 12.00	\$ 1,068.00
9	424A- 1/2" MAX AGG. WEARING SURFACE (110 #/SY)	SY	230	\$ 27.00	\$ 6,210.00	\$ 20.00	\$ 4,600.00
10	424B- 3/4 MAX AGG. BINDER LAYER (220 #/SY)	SY	89	\$ 54.00	\$ 4,806.00	\$ 20.00	\$ 1,780.00
11	REMOVE EXISTING PAVEMENT INCLUDING SAW CUTTING	SY	80	\$ 20.00	\$ 1,600.00	\$ 8.00	\$ 640.00
12	IMPROVED TRENCH BACK FILL Class I or II (#67 stone)	CY	190	\$ 70.00	\$ 13,300.00	\$ 100.00	\$ 19,000.00
13	TRAFFIC CONTROL SCHEME	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 8,000.00	\$ 8,000.00
SUB-TOTAL SHEET 8 (23+00 - 37+00)					\$ 332,345.00		\$ 291,992.80
FAIRHOPE AVENUE SHEET 9 (37+00 - 51+00)							
1	16" HDPE BDR 11 HDD, (INCLUDING FILLING OF ANULAR SPACE)	LF	1,280	\$ 185.00	\$ 236,800.00	\$ 173.00	\$ 221,440.00

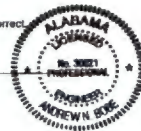
27 September 2021

BID TAB September 14, 2021				ALABAMA LICENSE NO. 38934		ALABAMA LICENSE NO. 9309	
ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SUB-TOTAL SHEET 8 (87+80 - 81+80)					\$ 398,282.00		\$ 387,846.12
SHEET 10							
1	8" DI TEE W/ EPOXY COATING, 3-6" RETAINER GLAND, 3-6" FOSTERS ADAPTORS	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,853.00	\$ 2,853.00
2	8" GATE VALVE WITH VALVE BOX	EA	2	\$ 3,500.00	\$ 7,000.00	\$ 3,500.00	\$ 7,000.00
3	8" C-890 PVC DIRECT BURY	LF	20	\$ 35.00	\$ 700.00	\$ 410.20	\$ 8,204.00
4	CONNECT TO EXISTING MANHOLE (CORE DRILL, BOOT AND SEAL)	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 3,886.00	\$ 3,886.00
5	LINE EXISTING MANHOLE 4' DIA. 8.8 #FET DEEP	VF	10	\$ 360.00	\$ 3,600.00	\$ 5,000.00	\$ 50,000.00
6	MANHOLE DROP CONNECTION	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 4,765.90	\$ 4,765.90
7	REMOVE EXISTING FENCE	LF	20	\$ 10.00	\$ 200.00	\$ 20.00	\$ 400.00
8	424B- 3M MAX AGG. BINDER LAYER (220 #/SY)	SY	200	\$ 45.00	\$ 9,000.00	\$ 10.00	\$ 2,000.00
9	6" CRUSHED AGG BASE MATERIAL 625-B	SY	200	\$ 22.00	\$ 4,400.00	\$ 12.00	\$ 2,400.00
10	12" IMPROVED SUBGRADE (INCLUDING EXCAVATION)	SY	200	\$ 10.00	\$ 2,000.00	\$ 35.00	\$ 7,000.00
SUBTOTAL SHEET 8					\$ 33,480.00		\$ 68,587.90
MISCELLANEOUS ITEMS							
1	MOBILIZATION	LS	1	\$ 85,000.00	\$ 85,000.00	\$ 100,000.00	\$ 100,000.00
2	SOLID SOD INCLUDING WATERING	SY	1,500	\$ 9.00	\$ 13,500.00	\$ 5.00	\$ 7,500.00
3	TEMPORARY CONSTRUCTION FENCE	LF	1,500	\$ 3.00	\$ 4,500.00	\$ 10.00	\$ 15,000.00
4	SILT FENCE (As Directed by engineer)	LF	350	\$ 6.00	\$ 2,100.00	\$ 18.00	\$ 6,300.00
5	MATTIES (As Directed by Engineer)	LF	350	\$ 15.00	\$ 5,250.00	\$ 75.00	\$ 26,250.00
6	TEMPORARY CONSTRUCTION ENTRANCE	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00
7	5" WHITE ROADWAY STRIP CLASS 2 TYPE A	LF	265	\$ 3.00	\$ 795.00	\$ 4.00	\$ 1,060.00
8	5" YELLOW ROADWAY STRIP CLASS 2 TYPE A	LF	275	\$ 5.00	\$ 1,375.00	\$ 4.00	\$ 1,100.00
9	TRAFFIC CONTROL MARKINGS CLASS 2 TYPE A YELLOW	BF	315	\$ 8.00	\$ 2,520.00	\$ 6.00	\$ 1,890.00
10	SELECTIVE CLEARING / TRIMMING	TREE	2	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00
SUB-TOTAL MISCELLANEOUS					\$ 158,875.00		\$ 186,100.00
CONTINGENCY ITEMS							

BID TAB September 14, 2021				ALABAMA LICENSE NO. 38934		ALABAMA LICENSE NO. 9309	
ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
2	18" DI SLEEVE WITH EPOXY LINER AND 2" 18" RETAINER GLANDS	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 4,640.00	\$ 9,280.00
3	12" DI SLEEVE BEND, w/ EPOXY LINING, 2 MJ RETAINER GLANDS	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 1,770.00	\$ 1,770.00
4	18" DI 11.25 DEGREE BEND WITH EPOXY LINING AND MJ RETAINER GLANDS	EA	4	\$ 4,000.00	\$ 16,000.00	\$ 4,020.00	\$ 16,080.00
5	8" DI SLEEVE WITH EPOXY COATING AND MJ RETAINER GLANDS	EA	1	\$ 1,300.00	\$ 1,300.00	\$ 1,765.00	\$ 1,765.00
6	WATER LINE RELOCATE AT BISHOP TO INCLUDE PIPE, FITTINGS AND EXCAVATION AS NEEDED.	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 14,172.00	\$ 14,172.00
SUB TOTAL CONTINGENCY ITEMS					\$ 46,800.00		\$ 49,816.00
TOTAL BASE BID					\$ 1,578,610.00		\$ 1,627,421.87

I certify that I have reviewed the above submitted bids and have found them to be correct.

Andrew N. Bobe 9-16-2021
Andrew N. Bobe P.E.



27 September 2021

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution to Award Bid to Morrow Water Technologies for Refurbish Wells #2 and #9 for the Water Department with total bid proposal not-to-exceed of \$175,800.00 (Bid Number 011-21). Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 4224-21

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 Refurbish Wells #2 and #9 for the Water Department (Bid Number 011-21).

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

Please see attached Bid Tabulation for
Refurbish Wells #2 and #9
for the Water Department

[3] After evaluating the bid proposals with the required bid specifications, Morrow Water Technologies with total bid proposal not-to-exceed of \$175,800.00, is now awarded the bid for Refurbish Wells #2 and #9 for the Water Department.

Adopted on this 27th day of September, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

27 September 2021



Jason Langley
City of Fairhope Utilities
555 Section St
Fairhope, AL 36532

Date: 9/10/2021

Subject: Fairhope Drinking Wells #2 and #9 Pump Replacement

Mr. Langley,

Morrow Water Technologies, Inc. is happy to provide the following proposal including previously discussed value measures to reduce project costs to within budget scope.

Per the scope of bid, Morrow Water will pull the existing pump assemblies:

- | | |
|---------|-----------------------------------------------------------------------------------------------------------|
| Well #2 | 130ft of 8" x 1-1/4" column assembly w/Fairbanks pump bowls
Design Point: 800gpm at 116tdh (1770rpm) |
| Well #9 | 170ft of 8" x 1-1/4" column assembly w/Flowserve pump bowls
Design Point: 1,000gpm at 134tdh (1770rpm) |

Followed by video inspection of the well bottom to top, install new epoxy coated column assembly, matching existing setting and design points, w/Goulds pump bowls. Goulds vertical turbine cast iron pump bowls will be factory assembled with bronze bowl wear rings, stainless steel impellers, stainless steel collets, and stainless steel bowl hardware. 10ft of epoxy coated tail pipe will be included. A custom length top line shaft, aka packing box shaft, will be fabricated to the dimensions required by the existing discharge head and terminate above the packing gland so that the motor may be coupled separately. The existing motor shaft will be cleaned and reused if found in good shape. Other additional work included: sand blasting the discharge head and packing box to white metal, coat discharge ID with NSF-61 Belzona, coat exterior of discharge head and stuffing box with two part epoxy paint matching pipeline color (blue), and finally rebuild the existing packing box with a new bronze bushing and new packing gland studs, replace packing gland if needed.

Once the installation is complete the well will be disinfected per AWWA specs and a short pump test performed to confirm meeting design specs. Submit all shop drawings and related documents in final report.

A Brown|Lee|Morrow Enterprises Company

Pumping Solutions for Municipal Water & Waste Water
7440 Cahaba Valley Rd. | Birmingham, AL 35242
5465-2 Business Parkway | Theodore, AL 36582
P 205.408.6680 | F 205.408.6690 | morrowwater.com

27 September 2021



This proposal does not include any form of well cleaning but options can be discussed as needed based on the video inspection.

Current lead times as of September 1st project 9-10wks which lands us towards the end of November or Thanksgiving territory. Installation can be expected promptly within the first couple of weeks in December if this timeline is locked in within the next week.

Total Cost for Well #2: \$85,800.00

Total Cost for Well #9: \$90,000.00

Final Project Total: \$175,800.00

Best regards,

Mike Davis, GIT CWD
Gulf Coast Service Manager
Morrow Water Technologies, Inc.
mdavis@morrowwater.com

A Brownlee-Morrow Enterprises Company

Pumping Solutions for Municipal Water & Waste Water
7440 Cahaba Valley Rd. | Birmingham, AL 35242
5465-2 Business Parkway | Theodore, AL 36582
P 205.408.6680 | F 205.408.6690 | morrowwater.com

27 September 2021

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to approve the procurement of Six iPad Pros and Six Pelican Black Diplomat Folios for the Building Department from FirstNet built with AT&T. This is a Sole Source service through AT&T and the iPad Pros must be compatible with our existing system; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The estimated cost for the first year will be \$10,400.22. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4225-21

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

[1] That the City of Fairhope has voted to approve the procurement of Six iPad Pros and Six Pelican Black Diplomat Folios for the Building Department from FirstNet built with AT&T. This is a Sole Source service through AT&T and the iPad Pros must be compatible with our existing system; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The estimated cost for the first year will be \$10,400.22.

Adopted on this 27th day of September, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to submit an engagement for artistic services to Leonard Houston to perform sixteen two-hour outdoor concerts at the Fairhope Pier. The rate for Mr. Houston's services shall be \$200.00 per concert. Concert times are to be coordinated between the City and Mr. Houston based on weather and other potential conflicting events at the Municipal Pier area. The motion was seconded by Councilmember Boone. Council President Burrell explained Mr. Houston needed a franchise but instead we will be paying for concerts for the public. Councilmember Martin said this is the right thing to do; and Mr. Houston did a great service to the City during COVID. After further discussion, motion passed unanimously by voice vote.

27 September 2021

RESOLUTION NO. 4226-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to submit an engagement for artistic services to Leonard Houston to perform sixteen two-hour outdoor concerts at the Fairhope Pier. The rate for Mr. Houston's services shall be \$200.00 per concert. Concert times are to be coordinated between the City and Mr. Houston based on weather and other potential conflicting events at the Municipal Pier area.

DULY ADOPTED THIS 27TH DAY OF SEPTEMBER, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope authorizes submission of a grant application to ADECA requesting an FY 2022 RTP grant and authorizes the Mayor to sign the required grant application documents on behalf of the City. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NUMBER 4227-21

**AUTHORIZING THE SUBMISSION OF AN FY22
RECREATIONAL TRAILS PROGRAM GRANT APPLICATION TO THE
ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS**

WHEREAS, the Alabama Department of Economic and Community Affairs (ADECA) is accepting grant applications for the FY 2022 Recreational Trails Program (RTP) grants; and

WHEREAS, the City of Fairhope has identified a need to construct a multi-use recreational trail, with trailhead facilities, for mountain biking and pedestrian use, located at the northern portion of the Triangle property, just north of Veterans Drive; and

27 September 2021

WHEREAS, the total project cost estimate is \$550,000.00 and the City is requesting \$400,000.00 in FY22 RTP funds and, if the grant is funded, the City will provide \$150,000.00 (27%) in local matching funds through a cash contribution;

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, IN REGULAR SESSION ASSEMBLED, that by this Resolution the City of Fairhope authorizes submission of a grant application to ADECA requesting an FY 2022 RTP grant and authorizes the Mayor to sign the required grant application documents on behalf of the City.

DULY ADOPTED THIS 27TH DAY OF SEPTEMBER, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope hereby authorizes Mayor Sherry Sullivan to extend the contract between the City of Fairhope and Mobile Infirmary Association d/b/a iHealthy Community for three months; and to sign the necessary paperwork to terminate contract after the extension expires. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

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27 September 2021

RESOLUTION NO. 4228-21

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

WHEREAS, on May 10, 2021 the City Council authorized the termination of the contract between the City of Fairhope and Mobile Infirmary Association d/b/a iHealthy Community to end on September 30, 2021;

WHEREAS, Mayor Sullivan is desirous of the City Council to extend the contract for three months when the Symbol Clinic is expected to open.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope hereby authorizes Mayor Sherry Sullivan to extend the contract between the City of Fairhope and Mobile Infirmary Association d/b/a iHealthy Community for three months; and to sign the necessary paperwork to terminate contract after the extension expires.

Adopted on this 27th day of September, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope hereby amends the Budget for the FY2020-2021 and authorizes the City Treasurer to transfer \$750,000.00 to Capital Projects Fund, specifically designated as Infrastructure Improvement Special Account. Funds in this Infrastructure Improvement Special Account are to be used only for improvements to City streets, sidewalks, parks, and buildings, as approved by vote of the City Council. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

27 September 2021

RESOLUTION NO. 4229-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City of Fairhope hereby amends the Budget for the FY2020-2021 and authorizes the City Treasurer to transfer \$750,000.00 to Capital Projects Fund, specifically designated as Infrastructure Improvement Special Account. Funds in this Infrastructure Improvement Special Account are to be used only for improvements to City streets, sidewalks, parks, and buildings, as approved by vote of the City Council.

The budget adjustment will be the following amendments:

General Fund

Debit – 001900-50965 Transfers – Capital Projects Fund

Credit – 001-40164 Seller Use Tax

Capital Projects Fund

Credit – 103-49810 Transfers from General Fund

Adopted on this 27th day of September, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to engage and enter into a memorandum of understanding with St. Michael Catholic High School regarding a proposed 15 foot wide utility easement along the southern boundary of its property; and that the Mayor is authorized to execute a contract with a survey company for survey services related to the proposed utility easement. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

27 September 2021

RESOLUTION NO. 4230-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to engage and enter into a memorandum of understanding with St. Michael Catholic High School regarding a proposed 15 foot wide utility easement along the southern boundary of its property.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the Mayor is hereby authorized to execute a contract with a survey company for survey services related to the proposed utility easement.

DULY ADOPTED THIS 27TH DAY OF SEPTEMBER, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Planning and Zoning Manager Hunter Simmons addressed the City Council to explain the Site Plan Extension Request of property owned by Henry Wise, owner of Wise Living Real Estate, LLC and Larry Smith, P.E. with S.E. Civil Engineering & Surveying requesting a second 180 day extension of the Site Plan approval that was granted for the property located at 369 S. Mobile Street known as The Pier Street Market Place. The Site Plan was approved on May 28, 2020. The new extension, if approved, will begin on November 21, 2021, and expire on May 20, 2022. Mr. Wise told the City Council that Texarbama, R-Bistro, and Market by the Bay all have shut down.

Councilmember Boone moved to approve the Site Plan Extension of property owned by Henry Wise listed above. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Councilmember Robinson moved to approve the recommendation by the Recreation Board for appointments to stagger Terms as presented. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

27 September 2021

Councilmember Robinson moved to grant the request of Casey Gay Williams, President/CEO of Eastern Shore Chamber of Commerce requesting permission the use of public sidewalk space for Lemonade Day sponsored and conducted by the Chamber on November 6, 2021 from 9:00 a.m. to 3:00 p.m. There are over 160 children registered to participate from across the Eastern Shore. We are anticipating that lemonade stands will be set up throughout Downtown Fairhope and many other areas of Fairhope. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Councilmember Conyers moved to grant the request of Cameron Ellis with CGE Productions for Living Autism US requesting permission to close De La Mare Avenue on November 7, 2021 for their “White Linen Night: An Evening in Versailles on De La Mare” fundraiser with all profits dedicated to: Autism Society of Alabama, Epilepsy Foundation, and Living Autism. The Court is to Assemble at 7:00 p.m. with Dinner to begin at 8:00 p.m. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Councilmember Robinson moved to approve to Write off balance of Utility Billing Terminated Accounts from 2017 in the amount of \$111,084.39. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

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

There being no further business to come before the City Council, the meeting was duly adjourned at 7:30 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA) (
 :
COUNTY OF BALDWIN) (

The City Council met in a Work Session
at 4:00 p.m., Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
on Monday, 27 September 2021.

Present were Council President Jack Burrell (arrived at 4:16 p.m.),
Councilmembers: Corey Martin (arrived at 4:15 p.m.), Jimmy Conyers, Jay Robinson
(arrived at 5:52 p.m.), and Kevin Boone (arrived at 4:26 p.m.), Mayor Sherry
Sullivan, City Attorney Marcus E. McDowell, and City Clerk Lisa A. Hanks.

Council President Jack Burrell called the meeting to order at 4:16 p.m.

- The first item on the Agenda was the Discussion of the FY2021-22 Budget. City Treasurer Kim Creech explained the process for tonight’s discussion. The Gas Fund, Electric Fund, and Water & Sewer Funds were deliberated and questions were answered. (See attached handout) Council President Burrell commented that Gas and Electric look good. Council President Burrell stated we have completed over \$12,000,000.00 projects without borrowing money. Mayor Sullivan commented it will be over \$14,000,000.00 after the AMI Project.

Ms. Creech said there will only be 2 percent transfers to the General Fund which is less than other municipalities. Short-term borrowing was discussed for the Water and Sewer upgrades; and Ms. Creech gave an example shown on pages 19 and 20: \$10,000,000.00 at 2 percent interest. Councilmember Conyers said this example is based on borrowing now. Ms. Creech said there is a niche market for this. Councilmember Conyers said we need to lock it in for lower interest rate. Council President Burrell asked would it be wise to get a second opinion for upgrades. Mayor Sullivan commented the engineering has already been approved. Councilmember Boone said the size of the lines is correct for City growth; and the site is best for the City.

Council President Burrell questioned Well #5 for budget. Water and Sewer Superintendent Jason Langley said Well #5 will be shut down due to manganese; and Well #4 is not far behind. Mr. Langley stated that Well #3 only has a trace of manganese and iron. Councilmember Martin commented this site is best for water and size of transmission. Council President Burrell asked if Well #5 is treatable. Mr. Langley replied; it would cost approximately \$500,000.00. Mayor Sullivan said we test and if high, we get a third party to test again. Councilmember Conyers asked if project were prioritized. Councilmember Martin asked for a simple schematic for the projects.

Ms. Creech mentioned a resolution on the agenda to transfer \$750,000.00 to Capital Projects Fund from Sales Tax in the General Fund. Longevity Pay was discussed for City employees: 1 to 4 years would be \$250.00; 5 to 14 years would be \$500.00; and 15 or more years would be \$1,000.00.

Council President Burrell commented it is time to give back to the public. He said debt has been paid; and now it is time to do something, i.e., K-1 Center, Civic Center or Recreation Parks.

Council President Burrell brought up the Library Budget for discussion. Councilmember Conyers said the Library has requested \$898,000.00 and wants salary increases that are long overdue. Library Director Tamara Dean addressed the City Council and stated a beginning salary of \$10.00 per hour is not competitive. Ms. Dean said she wanted to raise the base to \$11.00 per hour and then next year \$12.00 per hour. Mayor Sullivan stated that we still have the same problem at the Recreation Center and Golf Course. Councilmember Conyers said he does not want to deplete reserves or give raises without backing and support.

Mayor Sullivan questioned the Library not being opened during COVID. Ms. Dean replied most of our part-time employees are high risk. Council President Burrell proposed \$859,000.00 for the Library Budget. Councilmember Martin said if the money is there, he was okay. Mayor Sullivan commented she could find the funds. Council President Burrell said we could raise Sales Tax projection by \$25,000.00; and commented he could not believe the Library only recovered \$1,000.00 from COVID. He said other entities recovered funds lost, i.e., churches are getting funds for not getting tithes. The consensus of the City Council was to increase the appropriation to \$859,000.00. Mayor Sullivan thanked the City Council, Treasury, and Department Heads for their work on the budget.

- Council President Burrell gave an update on the Recreation Board. He mentioned the Field Use Agreement; and the agreement with the Soccer Community. The Soccer Community Agreement with the City of Fairhope would be \$35,000.00 per year revenue to the City. Council President Burrell said they would not be using public property for free; and it would separate the Recreation League from Soccer Club on the books. Councilmember Martin said we want to be legal with this agreement for the City.
- Public Works Director Richard Johnson addressed the City Council regarding the HVAC for the Council Chambers and explained the need for replacement. He said this HVAC has given us 35 years of service.

There being no further business to come before the City Council, the meeting was duly adjourned at 6:00 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk



City of Fairhope

Fairhope, Alabama

UTILITIES REVIEW

Draft Budget for Fiscal Year

October 1, 2021 – September 30, 2022

City of Fairhope Gas Department

	FY 2022 Budget	Projected FY 2023 Budget	Projected FY 2024 Budget
Total Revenue	7,888,885	7,966,824	8,045,542
Total Operating Expense	<u>6,613,690</u>	<u>6,600,347</u>	<u>6,760,904</u>
Revenue Minus Operating Expenses	1,275,195	1,366,477	1,284,638
Reserve for Capital Equipment/Improvements	561,100	500,000	500,000
Reserve for System Upgrades	2,412,213	3,000,000	3,000,000
Warrant & Lease Payments	40,630	41,108	41,586
General Fund Transfer	<u>110,295</u>	<u>113,604</u>	<u>115,876</u>
Total Other Uses	3,124,238	3,654,712	3,657,462
Excess/(Deficit) for the Year	(1,849,043)	(2,288,235)	(2,372,824)
Add back Depreciation Expense	550,000	562,757	585,267
Net Excess/(Deficit)	<u>(1,299,043)</u>	<u>(1,725,478)</u>	<u>(1,787,557)</u>
	8/31/2021		
Cash-Operating	6,683,901		
Cash-Reserve	<u>3,405,891</u>		
	10,089,792		
Targeted Reserve Fund 20% of Annual Revenue	1,577,777	1,593,365	1,609,108

City of Fairhope Gas Department

Category	Actual FY 2018	Actual FY 2019	Actual FY 2020	Actual YTD 8/2021	Budget FY 2021	Draft Budget FY 2022	Estimated Growth Rate	Projected FY 2023	Projected FY 2024	Projected FY 2025	Projected FY 2026	Projected FY 2027
Sales and Services	7,442,654	7,768,793	7,428,143	8,000,135	7,757,278	7,788,885	1.0%	7,866,774	7,945,442	8,024,896	8,105,145	8,186,198
Other charges, sales and receipts	14,092	162,592	16,665	68,578	0	5,000	1.0%	5,050	5,101	5,152	5,203	5,255
Interest income	17,741	45,015	188,773	89,904	100,000	95,000		95,000	95,000	95,000	95,000	95,000
Total Revenue	\$ 7,474,487	\$ 7,976,400	\$ 7,631,602	\$ 8,158,618	\$ 7,857,278	\$ 7,888,885	N/A	7,966,824	8,045,542	8,125,048	8,205,348	8,286,451
Operations Expenses												
Compensation & Benefits	1,020,403	1,254,963	1,524,548	1,567,317	1,733,823	1,778,982	4.0%	1,682,927	1,750,244	1,820,254	1,893,064	1,968,787
Energy Purchases	1,921,410	2,104,356	1,463,864	1,892,858	1,600,000	1,813,967	2.0%	1,850,246	1,924,256	2,001,226	2,081,275	2,164,527
Supplies, Repairs & Maintenance	178,433	308,990	279,840	339,571	362,000	588,500	2.0%	600,270	624,281	649,252	675,222	702,231
Services Provided by Others	105,465	159,523	102,954	47,963	168,000	325,000	1.0%	328,250	341,360	355,036	369,237	384,006
Utilities & Communication	75,435	78,210	75,590	59,256	61,435	62,000	1.0%	63,226	65,755	68,365	71,121	73,965
Travel/Training	31,851	27,323	23,661	20,790	30,000	42,400	1.0%	42,824	44,537	46,318	48,171	50,088
Other Operating Expenditures	320,930	342,345	409,803	254,382	271,907	274,688	1.0%	277,435	288,533	300,074	312,077	324,550
Interest expense	11,551	11,037	10,134	3,744	5,000	3,200	0.0%	2,674	2,781	2,145	1,608	1,085
Depreciation Expenses	490,910	516,271	484,969	467,878	550,000	550,000	1.0%	555,500	577,720	600,829	624,862	649,856
Bad Debt/Amortization	42,775	(11,239)	10,089	12,717	7,257	7,257	0.0%	7,257	7,547	7,849	8,163	8,490
Distribution of Joint Revenue	79,959	133,459	70,604	64,625	70,000	70,000	1.0%	70,700	73,528	76,469	79,528	82,709
Total Oper. Expenses	\$ 4,279,123	\$ 4,923,338	\$ 4,456,086	\$ 4,731,101	\$ 4,859,422	\$ 5,516,595	N/A	5,481,310	5,819,487	5,843,519	6,076,637	6,319,095
Revenue Minus Op Exp	\$ 3,195,364	\$ 3,053,062	\$ 3,175,514	\$ 3,427,517	\$ 2,997,856	\$ 2,372,290	N/A	2,485,514	2,426,055	2,281,529	2,128,711	1,967,356
Other Sources/Uses												
Borrowed Funds							Variable	0	0	0	0	0
Other Sources												
Total Other Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	0	0	0	0	0
Other Uses												
Administrative Cost Paid To Gen Fund	666,667	761,000	852,000	872,000	872,000	937,000	2.0%	853,740	870,815	888,231	905,998	924,116
Collection cost/Revenue Dept	55,000	51,000	59,000	59,000	59,000	260,095	2.0%	285,297	270,803	276,015	281,535	287,168
Transfer to General Fund	702,000	168,000	108,000	241,334	241,334	110,295	3.0%	113,604	115,876	118,193	120,557	122,966
Transfers In/Out Capital Purchases	0	37,949	115,214	0	0	0		0	0	0	0	0
Warrant & Lease Payments	0	0	0	0	0	40,630	Per Schedule	41,106	41,588	42,184	42,682	12,070
Reserve for Capital Equipment/Improvements	0	0	0	0	440,386	561,100	Variable	500,000	500,000	500,000	500,000	500,000
Reserve for System Upgrades	0	0	0	0	2,208,349	2,412,213		3,000,000	3,000,000	3,000,000	3,000,000	2,000,000
Transfer to Electric	0	0	1,000,000	0	0	0	N/A	0	0	0	0	0
Total Other Uses	\$ 1,423,667	\$ 1,017,949	\$ 2,134,214	\$ 1,172,334	\$ 3,821,069	\$ 4,221,333	0.0%	4,773,749	4,796,680	4,824,623	4,850,750	3,846,319
Net Other Sources/Uses	(1,423,667)	(1,017,949)	(2,134,214)	(1,172,334)	(3,821,069)	(4,221,333)	N/A	(4,773,749)	(4,796,680)	(4,824,623)	(4,850,750)	(3,846,319)
Excess/(Deficit) for Year	\$ 1,771,697	\$ 2,035,112	\$ 1,041,300	\$ 2,255,183	\$ (823,213)	\$ (1,849,043)	N/A	(2,288,235)	(2,372,624)	(2,543,094)	(2,722,039)	(1,878,963)
Add back Depreciation Exp	\$ 490,910	\$ 516,271	\$ 484,969	\$ 467,878	\$ 550,000	\$ 550,000		\$ 582,757	\$ 585,267	\$ 606,678	\$ 633,025	\$ 658,346
Net Excess/(Deficit)	\$ 2,262,607	\$ 2,551,384	\$ 1,526,269	\$ 2,723,061	\$ (273,213)	\$ (1,299,043)		(1,725,478)	(1,787,557)	(1,934,416)	(2,089,014)	(1,220,617)
Assets												
Cash Balances	<i>As of 9/30/18</i>	<i>As of 9/30/19</i>	<i>As of 9/30/20</i>	<i>As of 8/31/2021</i>								
Cash - Operating	\$ 731,406	\$ 4,826,127	\$ 5,312,163	\$ 6,579,522								
Cash - Pooled Depository	\$ 2,416,435	\$ 143,358	\$ 183,161	\$ 104,379								
Cash - Gas Reserves Centennial	\$ -	\$ 3,245,262	\$ 3,328,848	\$ 3,405,891								
Cash - Super Fund Savings	\$ 1,700,131	\$ -	\$ -	\$ -								
Cash - Reserve Fund Vision	\$ 1,431,902	\$ (0)	\$ -	\$ -								
Cash - Utility Reserve Fund	\$ (0)	\$ -	\$ -	\$ -								
Cash - Second Utility Reserve	\$ 0	\$ -	\$ -	\$ -								
Cash - Gas Customer Deposit Reserve	\$ 580,387	\$ 608,302	\$ 637,248	\$ 637,248			Restricted*					
Total Cash	\$ 6,860,261	\$ 8,823,049	\$ 9,461,420	\$ 10,727,040								
Targeted Reserved Fund Balance		\$ 1,491,349	\$ 1,586,277	\$ 1,488,966	\$ 1,813,743	\$ 1,613,743		1,551,456	1,574,365	1,590,108	1,606,010	1,622,070

Notes:
Recommended Targeted Reserve Fund 20% of annual revenue

GAS DEPARTMENT FUND

9/27/2021

Object	Description	FY 2018 Annual	FY 2019 Annual	FY 2020 Annual	FY2021 August YTC	FY2021 Annual Budget	FY2022 Draft Budget
REVENUES							
40835	Federal Grants	-	-	1,241.31	6,093.60	-	-
40840	Fema-Grant Revenues	-	-	18,286.50	(18,286.50)	-	-
40900	Transfers In Captl Purchases	-	49,359.69	-	-	-	-
41705	Sale of Fixed Assets	9,100.00	-	2,311.50	-	-	-
42010	Sale of Natural Gas	5,863,974.32	6,164,202.17	5,839,877.35	6,281,421.58	6,162,278.00	6,187,113.00
42030	Sale of Natural Gas-Joint Line	1,578,679.75	1,604,590.36	1,588,266.05	1,718,712.99	1,595,000.00	1,601,772.00
45635	Grant income-ALDOT	-	162,250.68	9,450.39	-	-	-
49010	Interest Earned	13,987.33	39,238.48	181,535.46	85,172.86	95,000.00	95,000.00
49030	Insurance Claim	-	-	4,399.00	65,998.68	-	-
49035	Rebate Income	3,753.25	5,776.41	5,237.48	4,731.63	5,000.00	5,000.00
49040	Miscellaneous Revenue	1,423.30	-	476.58	2,560.00	-	-
49080	Community Dev Revenue	3,568.95	341.55	47.85	19.80	-	-
49999	Inventory revenue	-	-	-	-	-	-
TOTAL REVENUE		7,474,486.90	8,025,759.34	7,651,129.47	8,146,424.64	7,857,278.00	7,888,885.00
EXPENSES							
50020	Purchased Power-Natural Gas	1,921,410.15	2,104,356.37	1,463,864.35	1,892,858.49	1,600,000.00	1,813,967.00
50025	Collection Costs/Revenue Dept	54,999.96	51,000.00	59,000.00	59,000.00	59,000.00	262,761.00
50026	Administrative Costs	666,666.96	761,000.00	852,000.00	872,000.00	872,000.00	837,000.00
50040	Salaries-Oper&Maint	626,922.26	813,357.35	919,375.83	1,006,002.80	1,078,077.00	1,143,831.89
50045	Overtime	69,282.06	81,367.50	80,814.99	78,045.11	62,750.00	77,542.86
50190	Employee Payroll Taxes	70,653.17	78,992.86	85,217.41	80,137.91	100,606.00	93,435.17
50200	Employee Retirement Exp	70,274.15	77,348.11	88,548.34	90,527.81	109,808.00	93,627.13
50210	Employee Medical Insurance	152,895.95	146,722.69	302,715.14	268,317.53	322,511.00	246,423.72
50215	Required Contrib-OPEB	30,375.17	57,174.05	47,876.40	20,037.60	47,876.00	33,858.00
50220	Casualty/Workers Comp Ins	63,553.52	60,359.28	78,690.55	-	-	-
50221	Workers Comp Insurance	-	-	-	24,248.09	12,195.00	25,460.00
50222	Casualty/Property Insurance	-	-	-	60,340.74	56,223.00	63,565.00
50230	Training/School/Travel	31,851.12	27,323.49	23,681.11	20,789.57	30,000.00	42,400.00
50250	Trustee Fees	353.62	353.62	365.48	-	350.00	350.00
50270	Audit & Accounting	13,701.00	15,854.00	14,502.33	9,758.50	15,000.00	15,000.00
50280	Legal Fees	38,265.51	5,888.71	6,506.15	3,596.51	6,000.00	6,000.00
50290	Professional Services	53,498.62	137,880.17	81,955.88	34,608.42	147,000.00	304,000.00
50300	Computer Expense	49,811.75	56,966.59	89,030.74	26,066.93	34,090.00	15,541.38
50320	Office Supplies	3,950.54	4,118.65	1,511.55	1,308.18	4,000.00	4,000.00
50325	Printers/Copiers/OE and supp	-	-	5,612.70	5,879.95	2,064.00	6,200.48
50330	Postage	36,805.85	42,630.62	39,848.39	35,277.26	5,000.00	36,000.00
50340	Operating Supplies	72,436.01	112,248.08	142,551.33	187,089.37	136,500.00	160,000.00
50360	Maintenance-Buildings	1,529.28	23,406.90	16,607.82	15,340.30	40,000.00	22,000.00
50365	Maintenance-Plant	42,637.74	103,021.46	61,070.47	115,606.93	119,500.00	340,500.00
50380	Communications	31,477.15	36,940.69	37,857.74	26,319.71	18,435.00	19,600.00
50390	Dues-Memberships-Subscrip	20,093.78	29,201.11	34,361.56	31,762.32	55,000.00	53,900.00
50395	Employment Screening	-	-	-	975.50	1,200.00	1,200.00
50420	Bad Debts	40,518.35	(11,239.33)	10,089.10	12,716.55	5,000.00	5,000.00
50430	Gasoline & Oil	38,956.23	39,578.62	27,939.39	36,371.01	38,000.00	38,000.00
50435	Small Equipment	-	-	-	-	-	40,000.00
50440	Maintenance-Vehicles&Equip	57,879.81	64,195.19	56,857.75	20,226.03	62,000.00	62,000.00
50460	Uniforms	9,235.21	5,455.76	22,209.60	923.09	1,000.00	2,000.00
50462	Safety Wear and PPE	-	-	3,852.43	13,344.86	22,967.04	13,397.00
50470	Purchases Vehicles & Equipment	-	-	-	61,969.00	345,386.00	399,000.00
50473	Warehouse Improvement Purchase	-	-	-	-	75,000.00	180,000.00
50474	Warehouse Building Purchases	-	-	-	-	20,000.00	-
50495	Amortization Expense	2,256.64	-	-	-	2,257.00	2,257.00
50500	Depreciation	490,909.93	516,271.45	484,969.20	467,877.91	550,000.00	550,000.00
50510	Interest Expense	11,551.22	11,036.72	10,134.08	3,743.96	5,000.00	3,200.00
50520	Rental-other	13,909.14	13,887.64	7,891.55	9,658.58	14,000.00	14,000.00
50530	Bond Issue Expense	-	-	976.91	-	-	-
50540	Electricity	2,608.79	2,878.94	3,067.32	2,872.26	3,000.00	3,000.00
50560	Credit Card Processing Fees	48,116.42	56,876.60	60,726.39	60,603.36	56,000.00	56,000.00
50580	Bank Fees	14,510.79	4,516.34	12,885.45	10,447.74	13,000.00	13,000.00
50900	Transfers Out Captl Purchases	-	87,309.02	115,214.04	-	-	-

GAS DEPARTMENT FUND

9/27/2021

Object	Description	FY 2018 Annual	FY 2019 Annual	FY 2020 Annual	FY2021 August YTD	FY2021 Annual Budget	FY2022 Draft Budget
50920	Transfers to General Fund	702,000.00	96,000.00	-	-	-	102,016.00
50925	Transfers for Comm Dev	-	72,000.00	108,000.00	241,334.00	241,334.00	-
50965	Transfers-Cap Proj Fund	-	-	-	36,125.00	-	-
51030	Publications Newspapers	-	-	65.66	-	100.00	100.00
52010	Dist of Joint Revenue	79,958.64	133,459.04	70,604.38	64,625.00	70,000.00	70,000.00
52020	Daphne 3% Rev Tax Exp	4,720.84	4,836.44	4,541.74	4,789.60	5,200.00	5,200.00
52025	Spanish Fort Franchise Tax	20,862.85	20,637.62	20,191.57	17,691.92	20,000.00	20,000.00
52030	APSC Inspection Fee	-	7,044.50	7,268.00	7,445.50	7,300.00	7,300.00
52510	Utilities for City Use	41,349.48	38,390.31	34,664.80	30,064.01	40,000.00	40,000.00
59100	SCADA Capital Purch Budget	-	-	-	-	19,667.00	19,667.00
59500	Capital Sys Improve Budget	-	-	-	-	2,208,349.00	2,291,000.00
59893	Transfers Out-Electric Fund	-	-	1,000,000.00	-	-	-
50340	General Supplies-COVID	-	-	1,241.31	-	-	-
56015	Hurricane Sally	-	-	3,766.94	1,692.33	-	-
TOTAL EXPENSES		<u>5,702,789.66</u>	<u>5,990,647.16</u>	<u>6,600,723.87</u>	<u>6,070,417.24</u>	<u>8,759,745.04</u>	<u>9,654,300.63</u>
EXCESS REVENUE OVER EXPENSE		<u>1,771,697.24</u>	<u>2,035,112.18</u>	<u>1,050,405.60</u>	<u>2,076,007.40</u>	<u>(902,467.04)</u>	<u>(1,765,415.63)</u>

City of Fairhope Electric Department

	FY 2022 Budget	Projected FY 2023 Budget	Projected FY 2024 Budget
Total Revenue	<u>24,939,930</u>	<u>23,074,449</u>	<u>23,304,244</u>
Total Operating Expense	<u>18,219,240</u>	<u>18,765,195</u>	<u>19,149,734</u>
Revenue Minus Operating Expenses	6,720,690	4,309,255	4,154,509
Reserve for Capital Equipment/Improvements	754,627	500,000	500,000
Reserve for System Upgrades	4,259,900	3,000,000	2,000,000
Warrant & Lease Payments	40,630	41,108	41,586
Reserve requirements per ordinance	960,000	960,000	960,000
General Fund Transfer	<u>537,655</u>	<u>553,785</u>	<u>564,860</u>
 Total Other Uses	 6,552,812	 5,054,893	 4,066,446
Excess/(Deficit) for the Year	167,878	(745,638)	88,063
Add back Depreciation Expense	850,000	1,038,281	1,064,546
Net Excess/(Deficit)	<u><u>1,017,878</u></u>	<u><u>292,643</u></u>	<u><u>1,152,609</u></u>
	8/31/2021		
Cash-Operating	2,022,297		
Cash-Reserve	<u>3,771,467</u>		
	5,793,764		
 Targeted Reserve Fund 20% of Annual Revenue	 4,567,986	 4,614,890	 4,660,849

City of Fairhope Electric Department

Category	Actual FY 2018	Actual FY 2019	Actual FY 2020	Actual YTD 8/2021	Budget FY 2021	Budget FY 2022	Estimated Growth Rate	Projected FY 2023	Projected FY 2024	Projected FY 2025	Projected FY 2026	Projected FY 2027
Sales and Services	20,599,665	20,544,997	20,089,648	16,986,673	22,139,178	22,404,541	1.0%	22,628,586	22,854,872	23,083,420	23,314,255	23,547,397
Other charges, sales and receipts	327,470	361,013	248,373	298,968	289,971	347,389	1.0%	350,863	354,372	357,916	361,485	365,110
Interest income	11,445	22,269	127,938	90,068	65,000	88,000		95,000	95,000	95,000	95,000	95,000
Grants	0	21,993	2,033,450	(986,478)	0	2,100,000						
Rate Stabilization Funds	0	0	0	0	910,000	0						
Total Revenue	\$ 20,938,581	\$ 20,950,271	\$ 22,499,410	\$ 16,689,232	\$ 23,404,148	\$ 24,938,930	N/A	23,074,449	23,304,244	23,536,336	23,770,750	24,007,507
Operations Expenses												
Compensation & Benefits	1,299,851	1,532,569	1,817,989	1,779,617	1,967,215	2,278,091	3.0%	2,346,433	2,416,826	2,489,331	2,564,011	2,640,931
Energy Purchases	12,631,562	12,330,272	10,152,614	9,809,974	13,000,000	12,712,854	2.0%	13,094,239	13,487,067	13,891,679	13,891,679	13,891,679
Supplies, Repairs & Maintenance	581,358	533,193	244,811	344,207	727,000	695,762	2.0%	716,635	736,134	760,278	783,086	808,579
Services Provided by Others	42,678	217,576	68,409	56,930	181,000	101,000	1.0%	104,030	107,151	110,365	113,676	117,067
Utilities & Communication	312,947	323,975	267,852	96,386	93,386	99,600	1.0%	102,588	105,686	108,836	112,101	115,464
Travel/Training	29,649	42,872	25,279	26,923	43,781	85,925	1.0%	88,503	91,158	93,883	96,709	99,611
Other Operating Expenditures	465,184	415,383	421,175	196,463	269,171	250,106	1.0%	257,609	265,337	273,296	281,496	289,941
Interest expense	54,558	28,703	11,681	3,977	5,000	3,200	Per Sch	2,674	2,145	1,608	1,065	715
Depreciation Expenses	811,169	825,846	782,288	683,207	850,000	850,000	1.0%	875,500	901,765	928,818	956,682	985,363
Bad Debt/Amortization	196,495	(43,700)	67,894	67,541	158,040	158,040	0.0%	162,781	162,781	162,781	162,781	162,781
Total Oper. Expenses	\$ 16,425,351	\$ 16,206,680	\$ 13,859,993	\$ 13,055,226	\$ 17,324,493	\$ 17,234,578	N/A	17,750,993	18,115,248	18,656,105	18,800,507	19,947,390
Revenue Minus Op Exp	\$ 4,513,230	\$ 4,743,591	\$ 8,639,417	\$ 3,634,006	\$ 6,079,656	\$ 7,705,352	N/A	5,323,457	5,188,995	4,878,231	4,970,243	5,060,118
Other Sources/Uses												
Other Sources												
Borrowed Funds							Variable	0	0	0	0	0
Other Sources							N/A	0	0	0	0	0
Total Other Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	0	0	0	0	0
Other Uses												
Administrative Cost Paid To Gen Fund	666,667	761,000	852,000	872,000	872,000	837,000	2.0%	862,110	879,352	896,939	914,878	933,176
Collection cost/Revenue Dept	36,000	33,000	37,000	35,000	35,000	147,662	2.0%	152,092	155,134	158,236	161,401	164,629
Transfer to General Fund	979,000	502,000	254,000	604,085	604,085	537,685	2.0%	553,785	564,860	576,158	587,881	599,434
Warrant & Lease Payments	0	11,942	(55,328)	15,464	0	0		0	0	0	0	0
Reserve for Capital Equipment/Improvements	0	0	0	0	331,552	754,627	Per Schedule	41,108	41,586	42,586	42,662	12,070
Reserve for System Upgrades	0	0	0	0	5,125,000	4,259,900	Variable	500,000	500,000	500,000	500,000	500,000
Reserve requirements per ordinance	0	0	0	0	0	960,000		3,000,000	2,000,000	2,000,000	2,000,000	1,000,000
Transfer to Electric	0	0	0	0	0	0	N/A	0	0	0	0	0
Total Other Uses	\$ 1,681,667	\$ 1,307,942	\$ 1,087,672	\$ 1,526,549	\$ 6,967,637	\$ 7,537,474	0.0%	5,109,095	4,140,932	4,173,919	4,206,621	3,209,309
Net Other Sources/Uses	(1,681,667)	(1,307,942)	(1,087,672)	(1,526,549)	(6,967,637)	(7,537,474)	N/A	(5,109,095)	(4,140,932)	(4,173,919)	(4,206,621)	(3,209,309)
Excess/(Deficit) for Year	\$ 2,831,563	\$ 3,435,639	\$ 7,551,744	\$ 2,107,457	\$ (887,982)	\$ 167,878	N/A	214,362	1,048,063	704,312	763,621	1,850,809
Add back Depreciation Exp	\$ 811,169	\$ 825,846	\$ 782,288	\$ 683,207	\$ 850,000	\$ 850,000		\$ 1,038,281	\$ 1,064,546	\$ 1,097,589	\$ 1,119,464	\$ 1,148,164
Net Excess/(Deficit)	\$ 3,642,732	\$ 4,261,486	\$ 8,334,033	\$ 2,790,664	\$ (37,982)	\$ 1,017,878		1,252,643	2,112,609	1,795,911	1,883,085	2,998,973
Cash Balances												
Cash - Operating	\$ 850,911	\$ 2,138,403	\$ 3,213,271	\$ 3,170,551								
Cash - Pooled Depository	\$ 885,526	\$ 1,360,941	\$ 1,384,970	\$ 631,746								
Cash - Electric Reserves Centennial	\$ -	\$ 1,924,393	\$ 2,832,439	\$ 3,771,467								
Cash - Super Fund Savings	\$ 1,073,214	\$ -	\$ -	\$ -								
Cash - Reserve Fund Vision	\$ -	\$ -	\$ -	\$ -								
Cash - Utility Reserve Fund	\$ 80	\$ -	\$ -	\$ -								
Cash - Second Utility Reserve	\$ 631,496	\$ 0	\$ 0	\$ -								
Cash - Emergency Relief Checking	\$ 603	\$ 25,186	\$ 23,653	\$ 23,765								
Cash - Customer Deposit Reserve	\$ 1,040,206	\$ 1,099,431	\$ 1,124,266	\$ 1,124,266			Restricted*					
Total Cash	\$ 4,499,957	\$ 6,543,313	\$ 8,598,618	\$ 6,941,794			Restricted*					
Targeted Reserved Fund Balance	\$ 4,185,427	\$ 4,181,202	\$ 4,007,604	\$ 3,457,128	\$ 4,485,830			4,485,830	4,595,890	4,841,840	4,688,267	4,735,150

Notes:
Recommended Targeted Reserve Fund 30% of annual revenue

ELECTRIC PROJECT and COSTS FY2021 THROUGH FY2026

- Electric substation upgrades (5-year plan attached)
 - New substation (Nichols avenue and church street replacement)
 - Distribution line modifications
 - Sub transmission line modifications
 - Twin beech transmission substation upgrades
 - New substation (Morphy – to replace Fairhope sub)
 - Volanta avenue substation upgrades (complete in 2021)
 - Undergrounding of mainlines (feeds from the substations)

- Cash flow requirements
 - Fiscal year 2021
 - 4,000,000
 - Twin Beach (2021)
 - Nichols (2022)
 - Morphy (2022)
 - Volanta (2021)

 - Fiscal year 2022
 - \$2,500,000
 - 46/12 distribution line work
 - Leftover from 2021
 - 2,000,000
 - AMI

 - Fiscal year 2023 (This was not in the original 5 year)
 - \$3,000,000
 - Sub-Transmission line to Morhpy Substation ???Jm
 - Underground line and bore across Greeno ???Jm

 - Replacing undersized conductors (result of system study in 2021)
 - \$150,000.00

 - Fiscal year 2024
 - \$2,000,000
 - Underground Mainlines

 - Fiscal year 2025
 - 2,000,000
 - Underground Mainlines

 - Fiscal year 2026
 - 2,250,000
 - Underground Mainlines

Total electric improvements Substations - \$9,500,000

Conductor Upgrade \$ 150,000.00

Total AMI \$2,000,000

Underground mainlines to increase reliability - \$6,250,000

- Total electric improvements and upgrades 5-year plan - \$17,900,000

ELECTRIC DEPARTMENT FUND

9/27/2021

Object	Description	FY 2018 Annual	FY 2019 Annual	FY 2020 Annual	FY2021 August YTD	FY2021 Annual Budget	FY2022 Draft Budget
REVENUES							
40840	Fema-Grant Revenues	-	-	-	(687,244.13)	-	-
41705	Sale of Fixed Assets	-	-	551.35	3,575.00	-	-
42510	Sale of Electric Energy	1,747,587.58	14,213,829.74	13,956,277.68	16,986,672.93	22,139,178.00	22,404,540.50
42520	Revenue Late Charges	5,566.79	122,912.99	85,489.69	151,521.81	150,000.00	136,893.95
42530	Pole Rental-Telephone Co	-	-	26,960.00	34,480.00	27,280.00	29,656.00
49999	Inventory revenue	-	0.03	-	(0.04)	-	-
41805	Donations-Triangle Property	(1,000.00)	-	-	-	-	-
45635	Grant income-ALDOT	-	21,992.53	-	-	-	-
42540	Pole Rental-Cable T.V.	-	-	-	40,980.00	38,540.00	45,078.00
42550	Pole Rent-Riviera	-	-	-	425.50	425.50	425.50
42560	Temp Service Charges	175.00	1,550.00	725.00	775.00	1,500.00	1,500.00
45620	Rate Stabilization Funds	-	-	-	-	910,000.00	-
40900	Transfers In Captl Purchases	-	73,823.54	-	-	-	-
49010	Interest Earned	1,290.19	6,283.84	93,185.33	90,068.00	65,000.00	88,000.00
42514	Sale of Water	-	-	-	-	-	-
49035	Rebate Income	511.75	4,448.31	4,533.41	4,731.63	5,000.00	5,000.00
49040	Miscellaneous Revenue	112.50	12,490.64	11,214.02	18,266.26	17,225.00	39,917.00
40835	Federal Grants	-	-	-	766.34	-	-
49055	AMEA Income-Training	-	-	-	1,886.36	-	10,000.00
49030	Insurance Claim	-	-	-	-	-	-
49060	Connection Fees	3,760.00	103,528.80	13,559.00	42,306.50	50,000.00	78,919.00
49995	UB Clearing	-	-	(0.39)	-	-	-
49080	Community Dev Revenue	-	331.50	49.30	(20.40)	-	-
45625	Grants-Smart Grid Initiative	-	-	1,314,758.71	-	-	2,100,000.00
42512	Sale of Natural Gas	-	-	-	-	-	-
49080	Community Dev Revenue	-	331.50	49.30	(20.40)	-	-
TOTAL REVENUE		1,758,003.81	14,561,523.42	15,507,352.40	16,689,170.36	23,404,148.50	24,939,929.95
EXPENSES							
50020	Purchased Power-Elect	1,414,579.53	8,077,883.79	5,828,944.44	9,809,974.46	13,000,000.00	12,712,853.80
50025	Collection Costs/Revenue Dept	-	11,000.00	27,750.00	35,000.00	35,000.00	147,662.00
50026	Administrative Costs	-	253,666.68	639,000.00	872,000.00	872,000.00	837,000.00
50040	Salaries-Oper&Maint	74,168.54	761,056.76	866,581.92	1,139,060.79	1,248,197.00	1,486,033.05
50045	Overtime	8,352.31	102,722.60	78,387.75	94,324.52	121,500.00	137,240.66
50190	Employee Payroll Taxes	6,221.50	64,442.63	70,593.74	91,904.55	113,906.00	124,180.44
50200	Employee Retirement Exp	7,163.39	71,770.62	70,803.22	104,888.03	123,486.00	125,618.14
50210	Insurance, Employees Group	12,649.28	195,434.51	208,009.88	267,918.08	292,471.00	315,916.56
50215	Required Contrib-OPEB	3,469.99	21,266.71	21,027.60	23,364.00	28,037.00	28,036.80
50220	Casualty/Workers Comp Ins	114,194.86	182,126.79	143,184.27	-	-	-
50221	Workers Comp Insurance	-	-	-	58,156.99	69,618.00	61,065.00
50222	Casualty/Property Insurance	-	-	-	135,503.29	131,952.00	139,499.00
50230	Training/School/Travel	3,485.33	27,746.04	22,552.33	26,922.61	43,781.00	85,925.00
50250	Trustee Fees	-	758.28	775.91	-	850.00	850.00
50270	Audit & Accounting	-	22,904.00	23,297.33	12,475.50	23,000.00	23,000.00
50280	Legal Fees	-	-	-	855.50	-	-
50290	Professional Services	1,160.53	181,887.57	33,953.99	43,598.98	158,000.00	78,000.00
50300	Computer Expense	3,837.13	41,522.78	69,012.39	34,594.60	52,154.00	28,788.96
50320	Office Supplies	-	1,101.39	546.74	477.92	2,500.00	1,600.00
50325	Printers/Copiers/OE and supp	-	-	3,597.30	5,363.62	3,612.00	6,345.90
50330	Postage	4,121.21	26,616.91	27,685.84	35,036.67	40,000.00	40,000.00
50340	Operating Supplies	21,047.43	66,694.62	52,340.85	112,381.45	150,000.00	125,000.00
50360	Maintenance-Buildings	580.88	15,898.29	14,818.13	24,158.33	25,000.00	27,000.00
50365	Maintenance-Plant	37,649.07	205,157.16	63,739.09	173,862.19	460,000.00	460,000.00
50380	Communications	2,392.51	30,598.48	28,027.31	29,244.25	17,286.00	23,600.00
50390	Dues-Memberships-Subscrip	336.08	3,361.19	15,387.25	4,978.58	7,500.00	10,000.00
50395	Employment Screening	-	-	-	957.50	1,500.00	1,500.00
50400	Miscellaneous	-	-	-	377.52	-	-
50410	Cash Over or Short	50.00	551.65	(114.45)	410.33	-	-
50420	Bad Debts	4,166.67	37,500.03	100,647.60	67,541.10	150,000.00	150,000.00
50430	Gasoline & Oil	17,173.95	24,433.34	16,270.75	32,505.89	60,000.00	60,000.00
50440	Maintenance-Vehicles&Equip	3,687.38	45,847.62	47,644.83	33,327.22	89,500.00	82,162.21

ELECTRIC DEPARTMENT FUND

9/27/2021

Object	Description	FY 2018 Annual	FY 2019 Annual	FY 2020 Annual	FY2021 August YTD	FY2021 Annual Budget	FY2022 Draft Budget
50590	Lease on cc terminals	-	-	-	-	-	-
50460	Uniforms	4,810.25	10,308.18	1,072.90	334.97	1,000.00	1,000.00
50462	Safety Wear and PPE	-	-	11,340.81	16,140.95	36,167.00	37,967.00
50490	Community Dev Projects	-	15.53	-	-	-	-
50470	Purchases Vehicles & Equipment	-	-	-	58,014.00	256,552.00	529,627.00
50473	Warehouse Improvement Purchase	-	-	-	2,325.00	75,000.00	225,000.00
50545	Hurricane Assistance	-	505.32	-	-	-	-
50495	Amortization Expense	-	-	-	-	8,040.00	8,040.00
50500	Depreciation	66,215.76	594,446.76	586,716.21	683,207.36	850,000.00	850,000.00
50510	Interest Expense	1,319.78	25,629.21	9,067.14	3,977.18	5,000.00	3,200.00
50560	Credit Card Processing Fees	3,974.67	41,788.61	44,464.62	59,521.16	55,000.00	55,000.00
50580	Bank Fees	480.61	2,689.70	9,572.89	12,055.10	15,000.00	15,000.00
50900	Transfers Out Captl Purchases	-	74,713.89	47,626.40	15,464.33	-	-
50920	Transfers to General Fund	-	56,000.00	-	-	-	537,655.00
50925	Transfers for Comm Dev	-	-	190,500.00	604,085.00	604,085.00	-
51025	Colony Rent	-	-	338.10	338.10	500.00	500.00
51030	Publications Newspapers	-	-	1,118.12	884.50	1,500.00	1,500.00
52510	Utilities for City Use	22,599.01	211,377.57	206,134.05	57,141.78	76,000.00	76,000.00
56015	Hurricane Sally	-	-	-	231,563.75	-	-
56025	Hurricane Zeta	-	-	-	10,390.38	-	-
50475	Capital Improvements	-	-	76.74	-	-	-
50340	General Supplies	-	-	1,446.77	-	-	-
59100	SCADA Capital Purch Budget	-	-	-	-	16,666.67	86,666.67
59500	Capital Sys Improve Budget	-	-	-	-	5,125,000.00	4,259,900.00
TOTAL EXPENSE		1,839,887.65	11,491,425.21	9,583,940.76	15,026,608.03	24,446,360.67	24,005,933.19
EXCESS REVENUE OVER EXPENSE		(81,883.84)	3,070,098.21	5,923,411.64	1,662,562.33	(1,042,212.17)	933,996.76

City of Fairhope Water & Sewer Department

	FY 2022 Budget	Projected FY 2023 Budget	Projected FY 2024 Budget
Total Revenue	16,078,696	14,803,158	15,023,750
Total Operating Expense	<u>9,188,818</u>	<u>9,346,872</u>	<u>9,497,827</u>
Revenue Minus Operating Expenses	6,889,878	5,456,286	5,525,922
Reserve for Capital Equipment/Improvements	1,188,481	1,146,449	1,000,000
Reserve for System Upgrades	15,000,000	6,000,000	5,000,000
Warrant & Lease Payments	1,618,740	1,637,784	1,656,828
Reserve requirements per ordinance	667,500	667,500	667,500
General Fund Transfer	<u>551,190</u>	<u>562,214</u>	<u>573,458</u>
 Total Other Uses	 19,025,911	 10,013,947	 8,897,786
Excess/(Deficit) for the Year	(12,136,032)	(4,557,661)	(3,371,864)
Add back Depreciation Expense	-	-	-
 Net Excess/(Deficit)	 <u>(12,136,032)</u>	 <u>(4,557,661)</u>	 <u>(3,371,864)</u>
	 8/31/2021		
Cash-Operating	7,127,344		
Cash-Water Reserve	830,789		
Cash-Reserve Water-Tap	2,901,606		
Cash-Reserve Sewer-Tap	<u>1,270,434</u>		
	12,130,173		
 Targeted Reserve Fund 20% of Annual Revenue	 2,903,239	 2,960,632	 3,004,750

City of Fairhope Water & Sewer Department

Category	Actual FY 2018	Actual FY 2019	Actual FY 2020	Actual YTD 8/2021	Budget FY 2021	Draft Budget FY 2022	Estimated Growth Rate	Projected FY 2023	Projected FY 2024	Projected FY 2025	Projected FY 2026	Projected FY 2027
Sales and Services	10,053,167	10,701,350	12,127,989	11,274,991	12,872,365	12,770,398	1.0%	12,971,100	13,175,271	13,382,973	13,594,271	13,809,231
Other charges, sales and receipts	1,627,321	1,636,087	1,585,924	1,910,915	1,625,800	1,625,800	1.0%	1,642,058	1,658,479	1,675,083	1,691,814	1,708,732
Interest income	28,219	75,290	209,480	107,184	170,000	120,000		190,000	190,000	190,000	190,000	190,000
Grants	0	68,784	248,093	(230,139)	0	1,562,500						
Total Revenue	\$ 11,708,708	\$ 12,771,511	\$ 14,171,487	\$ 13,062,951	\$ 14,468,165	\$ 16,076,898	N/A	14,803,158	15,023,750	15,248,036	15,476,065	15,707,083
Operations Expenses												
Compensation & Benefits	1,857,457	2,136,937	2,501,716	2,460,345	2,835,133	3,004,143	3.0%	3,094,268	3,187,096	3,282,709	3,381,190	3,482,626
Energy Purchases	557,519	561,000	591,229	536,752	585,000	585,000	2.0%	596,700	614,801	633,039	653,039	673,039
Supplies, Repairs & Maintenance	1,661,762	1,462,859	1,099,298	1,349,201	1,494,000	801,500	2.0%	817,530	842,056	867,316	893,337	920,137
Services Provided by Others	94,502	684,358	709,609	443,495	815,500	953,500	1.0%	963,035	991,926	1,021,864	1,052,334	1,083,904
Utilities & Communication	283,704	333,844	298,945	240,488	277,454	265,128	1.0%	267,779	275,813	284,087	292,810	301,398
Travel/Training	21,154	19,840	21,047	14,601	30,000	49,575	1.0%	50,071	51,573	53,120	54,714	56,355
Other Operating Expenditures	443,064	495,354	561,806	242,027	310,455	260,115	1.0%	262,718	270,598	278,716	287,077	295,690
Interest expense	410,275	401,350	380,662	145,896	187,886	127,366	Per Sch	106,525	85,439	64,079	42,445	28,490
Depreciation Expenses	1,507,838	1,549,908	1,481,001	1,475,138	1,535,000	1,535,000	1.0%	1,550,350	1,596,861	1,644,766	1,694,109	1,744,833
Bad Debt/Amortization	76,252	(10,615)	56,367	74,047	87,050	87,050	0.0%	87,050	87,050	87,050	87,050	87,050
Total Oper. Expenses	\$ 8,913,527	\$ 7,644,633	\$ 7,701,678	\$ 6,981,991	\$ 8,157,478	\$ 7,868,378	N/A	7,796,024	7,915,962	8,129,517	8,330,855	8,546,561
Revenue Minus Op Exp	\$ 4,795,180	\$ 5,126,878	\$ 6,469,809	\$ 6,080,959	\$ 6,310,687	\$ 8,410,316	N/A	7,007,134	7,107,788	7,118,519	7,145,229	7,161,402
Other Sources/Uses												
Other Sources												
Borrowed Funds							Variable	0	0	0	0	0
Other Sources												
Total Other Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	0	0	0	0	0
Other Uses												
Administrative Cost Paid To Gen Fund	666,666	762,000	851,000	871,000	871,000	837,000	2.0%	853,740	870,815	888,231	905,996	924,118
Collection cost/Revenue Dept	149,000	137,000	160,000	157,000	157,000	863,440	2.0%	897,109	711,051	725,272	739,777	754,573
Transfer to General Fund	1,500,000	968,000	267,000	608,561	608,561	551,190	2.0%	562,214	573,458	584,927	598,626	608,558
Transfers In/Out Capital Purchases	0	89,895	115,214	0	0	0		0	0	0	0	0
Warrant & Lease Payments	0	0	0	0	527,354	1,618,740	Per Schedule	1,637,784	1,656,628	1,680,633	1,699,877	1,719,121
Reserve for Capital Equipment/Improvements	0	0	0	0	548,387	1,188,481	Variable	1,146,449	1,000,000	1,000,000	1,000,000	1,000,000
Reserve for System Upgrades	0	0	0	0	8,785,561	15,000,000		6,000,000	5,000,000	3,000,000	2,000,000	2,000,000
Reserve requirements per ordinance	0	0	0	0	667,500	667,500		667,500	667,500	667,500	667,500	667,500
New Warrant Payment								450,000	445,868	890,890	689,890	1,920,000
Total Other Uses	\$ 2,315,666	\$ 1,956,895	\$ 1,393,214	\$ 1,636,561	\$ 11,497,903	\$ 20,546,351	0.0%	12,014,795	10,924,652	9,236,563	6,289,578	8,355,808
Net Other Sources/Uses	(2,315,666)	(1,956,895)	(1,393,214)	(1,636,561)	(11,497,903)	(20,546,351)	N/A	(12,014,795)	(10,924,652)	(9,236,563)	(6,289,578)	(8,355,808)
Excess/(Deficit) for Year	\$ 2,479,514	\$ 3,169,983	\$ 5,076,574	\$ 4,444,378	\$ (5,187,216)	\$ (12,136,032)	N/A	(5,007,661)	(3,816,864)	(2,118,045)	(1,144,347)	(1,194,206)
Add back Depreciation Exp	\$ 1,507,838	\$ 1,549,908	\$ 1,481,001	\$ 1,475,138	\$ 1,535,000	\$ 1,535,000		\$ 1,637,400	\$ 1,683,911	\$ 1,731,616	\$ 1,781,159	\$ 1,831,083
Net Excess/(Deficit)	\$ 3,987,352	\$ 4,719,890	\$ 6,557,576	\$ 5,919,516	\$ (3,652,216)	\$ (10,601,032)		(3,370,261)	(2,132,953)	(366,228)	636,813	637,777
Cash Balances												
Cash - Operating	\$ 633,091	\$ 5,802,475	\$ 5,363,615	\$ 6,929,289								
Cash - Pooled Depository	\$ 4,418,098	\$ 274,822	\$ 334,665	\$ 198,055								
Cash - Utility Reserve Fund	\$ -	\$ -	\$ -	\$ -								
Cash - Water Reserve	\$ -	\$ 641,770	\$ 733,755	\$ 830,789								
Cash - Superfund-Wtr Tap Res	\$ 1,519,537	\$ 2,084,610	\$ 2,471,808	\$ 2,901,606								
Cash - Savings-Sewer Tap Fee	\$ 810,142	\$ 844,749	\$ 1,048,404	\$ 1,270,434								
Cash - Second Utility Reserve	\$ 551,965	\$ -	\$ -	\$ -								
Cash - WS Customer Deposit Res	\$ 395,063	\$ 413,404	\$ 433,027	\$ 433,027								
Cash - Spec Sewer Tap Fee Money	\$ -	\$ -	\$ -	\$ -								
Cash - Southtrust-Superfund	\$ -	\$ -	\$ -	\$ -								
Total Cash	\$ 8,327,894	\$ 10,061,830	\$ 10,385,275	\$ 12,563,200								
Targeted Reserved Fund Balance		\$ 2,338,098	\$ 2,525,487	\$ 2,742,763	\$ 2,637,181	\$ 2,637,181		2,859,633	2,922,632	2,986,750	3,011,607	3,057,217

Notes:
Recommended Targeted Reserve Fund 20% of annual revenue

5 Year Capital Outlay for Water and Wastewater Department
2020-2025

Water Projects 2020-2021 Budget Years (2 Yrs)

Upgrade Treatment 3 Includes increased treatment capacity, adding new well (3-11) evaluate chemical feed. Total estimated water production capacity in Phase 1 is 4 MGD (Treatment Plant capacity 6 MGD) \$1,000,000 (Total Multi-Year Budget 3,500,000)

Water transmission main from TP 3 on CR 33 to TP 2 on Fairhope Avenue \$900,000
(Total Budget \$4,000,000)

Water Projects 2022-2023 Budget Years (2 Yrs)

Complete Treatment Plant 3 Phase I project \$2,500,000 (Total Multi-Year Budget \$3,500,000)

Complete water transmission main from TP3 to TP2 \$3,100,000 (Total Multi-Year Budget)

Extend 12" water main on Hwy 181 north of 104 to St. Michaels Way. \$500,000

Update pumps and controls at TP 1, TP 2, TP 4, TP 5 and TP 6 \$500,000

Water distribution upgrades (Replace galvanized pipe, AC pipe, and problem areas as they arise) \$500,000

Water Project Starting in 2023 (Applied for Restore Funding)

Water main south on Greeno Rd from Twin Beech Rd to Hwy 98 \$5,000,000 (Multi-Year)

Water main CR33 to CR 32 going West to Greeno \$3,000,000 (Multi-Year)

Expand Well Field 3 adding new well. \$1,000,000 (Multi -Year)

Tank Maintenance and Painting (\$500,000)

Water Projects 2024-2025 Budget Years (2 Yrs)

Water main from CR32 on SR181 to SR 98 \$2,500,000 (Multi-Year)

Water distribution upgrades (Replace galvanized pipe, AC pipe, and problem areas as they arise) Continuing budget item \$500,000

Water main from TP 1 to TP 2 (upsized for growth as needed) \$4,000,000 (Multi-Year)

Tank Maintenance and Painting (500,000)

Water main extension from SR 181 on SR 98 across fish river to CR 9 \$3,000,000 (Multi-Year)

5 Year Capital Outlay for Water and Wastewater Department

2020-2025

Wastewater Projects 2020-2021 Budget Year

Completing Phase II of 2018 project. Sewer Force main from Ingleside on Fairhope Avenue to Bishop Road 4200 ft 16" HDPE force main Directional Bore. Upgrade Dog House LS 1000 ft of 12" force main from Station to Fairhope avenue. Budget cost \$1.9 Million

Rehab Valley LS \$175,000

Rehab Lakewood LS upgrade force main \$1.3 Million

Wastewater Projects 2022-2023 Budget Year

Sewer force main from Bishop Road on Fairhope Avenue to State Highway 181. Directional Bore 7600 ft 12" HDPE \$1.0 Million

Sewer Force Main from State Highway 181 west on State Highway 104 to County Road 13 south to Fairhope Avenue connect to new 12" force main. 12,000 ft combination directional bore and open cut. \$1.5 Million

Sewer Force Main from New Twin beech LS to Church Street 11,000 Ft of 12" HDPE directional bore \$1.5 Million. (Contingent on restore project)

Sewer force main from North Section LS along North Section to intersection of Bayou and Section. 2800 ft 12" HDPE directional bore \$600,000

Rehab Meadow Brook LS \$400,000

Rehab Rohr LS \$500,000

Rehab Newton School LS \$500,000

Rehab Grand Hotel LS \$150,000

Rehab Huntington LS \$150,000

Rehab Rive Mill LS \$150,000

Carya Point LS \$150,000

Wastewater Projects 2024-2025 Budget Year

Sewer force main from Newton School along County Road 32 to South Section (CR 3) 14,000 ft of 8" HDPE directional bore \$ 1.2 Million

Rehab East of the Sun LS \$400,000 (Total Rebuild)

Rehab Rock Creek 1 LS \$200,000 (Pump and Control)

Rehab Stillwood LS \$200,000 (Pump and Control)

Rehab Covered Bridge LS \$200,000 (Pump and Control)

Magnolia Apts. LS \$250,000 (Total Rebuild)

Stadium LS \$250,000 (Total Rebuild)

Azalea Ridge LS \$200,000 (Pump and Controls)

Gayfer Park LS \$400,000 (Total Rebuild)

WATER DEPARTMENT FUND

9/27/2021

Object	Description	FY 2018 Annual	FY 2019 Annual	FY 2020 Annual	FY2021 August YTD	FY2021 Annual Budget	FY2022 Draft Budget
REVENUES							
40840	Fema-Grant Revenues	-	-	16,317.11	(16,317.11)	-	-
41705	Sale of Fixed Assets	-	16,010.99	32,064.23	-	-	-
42520	Revenue Late Charges	59,030.02	53,542.37	38,435.07	50,437.72	55,000.00	55,000.00
43010	Water Sales	6,047,437.29	6,433,115.89	7,290,522.49	6,401,398.93	7,201,969.00	7,300,000.00
43030	Tel Companies Antenna Rent	167,010.59	174,898.60	182,552.48	168,659.38	175,000.00	175,000.00
45635	Grant income-ALDOT	-	34,391.77	4,328.10	-	-	-
49010	Interest Earned	11,958.83	46,772.01	199,554.28	77,742.97	150,000.00	100,000.00
49035	Rebate Income	2,439.59	3,754.65	4,876.58	3,075.56	4,000.00	4,000.00
49040	Miscellaneous Revenue	13,890.17	43,689.40	27,923.81	14,608.46	15,000.00	15,000.00
49060	Connection Fees	997,668.52	1,211,092.31	831,639.16	951,352.43	1,000,000.00	1,000,000.00
TOTAL REVENUES		7,295,866.06	8,031,691.58	8,628,165.46	7,650,938.54	8,600,969.00	8,649,000.00
EXPENSES							
50020	Purchased Power-Elect	104,951.62	98,966.10	121,068.96	112,726.08	120,000.00	120,000.00
50025	Collection Costs/Revenue Dept	95,000.04	87,000.00	101,000.00	98,000.00	98,000.00	425,368.00
50026	Administrative Costs	433,332.96	495,000.00	553,000.00	566,000.00	566,000.00	544,050.00
50040	Salaries-Oper&Maint	590,323.39	685,101.05	760,565.29	762,299.08	895,008.00	952,023.18
50045	Overtime	37,285.49	63,718.92	95,681.96	103,101.81	94,430.00	111,123.94
50180	Employee Benefit Expense	-	-	-	-	-	-
50190	Employee Payroll Taxes	53,676.45	57,533.54	65,302.46	64,348.18	80,223.00	81,330.75
50200	Employee Retirement Exp	53,640.72	57,510.86	66,785.20	71,291.68	83,907.00	82,414.56
50210	Employee Medical Insurance	85,182.34	124,809.76	217,486.36	186,935.44	210,412.00	221,851.26
50215	Required Contrib-OPEB	30,211.06	40,372.17	28,036.80	23,364.00	28,037.00	28,037.00
50220	Casualty/Workers Comp Ins	99,579.16	115,599.61	125,513.70	0.00	-	-
50221	Workers Comp Insurance	-	-	-	25,757.64	18,418.00	27,045.00
50222	Casualty/Property Insurance	-	-	-	96,719.65	103,613.00	97,238.00
50230	Training/School/Travel	13,378.18	8,007.35	14,481.62	7,128.74	15,000.00	28,000.00
50250	Trustee Fees	6,067.27	6,067.27	6,201.11	-	6,000.00	6,000.00
50270	Audit & Accounting	13,325.65	10,662.30	11,222.67	10,092.70	11,000.00	11,000.00
50280	Legal Fees	-	-	-	-	3,000.00	3,000.00
50290	Professional Services	29,302.77	29,400.51	33,014.74	26,052.18	112,000.00	102,000.00
50300	Computer Expense	31,503.79	35,760.76	61,125.42	17,882.19	23,313.00	5,428.80
50320	Office Supplies	4,376.66	1,524.10	1,824.85	623.93	2,500.00	2,500.00
50325	Printers/Copiers/OE and supp	-	-	3,282.43	3,337.63	1,548.00	3,484.28
50330	Postage	23,968.98	25,687.97	25,259.68	22,658.37	26,000.00	26,000.00
50340	Operating Supplies	45,649.21	40,899.34	46,170.63	53,349.45	55,000.00	30,000.00
50360	Maintenance-Buildings	15,955.98	17,431.72	8,951.02	58,310.43	40,000.00	40,000.00
50364	Maintenance-Fountains	-	-	-	68.58	-	12,000.00
50365	Maintenance-Plant	375,441.78	609,894.79	312,469.24	346,977.25	340,000.00	125,000.00
50366	Maintenance-Distribution Sys	-	-	-	14,216.80	-	285,000.00
50380	Communications	21,846.81	24,672.48	23,673.85	19,961.79	14,270.00	13,100.00
50390	Dues-Memberships-Subscrip	4,906.42	4,333.51	4,380.80	3,448.61	4,000.00	8,300.00
50395	Employment Screening	-	-	-	1,210.50	1,500.00	1,500.00
50420	Bad Debts	60,461.36	(19,364.58)	40,094.25	48,130.72	70,000.00	70,000.00
50430	Gasoline & Oil	37,572.31	40,561.10	29,205.25	32,454.70	40,000.00	40,000.00
50435	Small Equipment	-	-	-	-	-	40,000.00
50440	Maintenance-Vehicles&Equip	55,167.41	48,177.25	43,062.50	81,387.91	45,000.00	51,300.00
50460	Uniforms	5,427.91	3,340.50	6,277.08	1,489.87	10,000.00	12,000.00
50462	Safety Wear and PPE	-	-	4,578.19	8,026.75	13,758.00	13,758.00
50470	Purchases Vehicles & Equipment	-	-	-	62,237.59	171,702.00	305,868.15
50473	Warehouse Improvement Purchase	-	-	-	-	75,000.00	97,500.00
50495	Amortization Expense	7,040.64	-	-	-	7,050.00	7,050.00
50500	Depreciation	678,527.14	697,166.06	666,450.48	663,812.23	700,000.00	700,000.00
50510	Interest Expense	137,851.98	140,472.38	133,231.76	51,063.46	60,124.00	44,578.00
50520	Rental-other	14,379.74	14,157.73	7,891.55	(76.62)	15,000.00	15,000.00
50530	Bond Issue Expense	-	-	38,921.18	-	-	-
50560	Credit Card Processing Fees	31,492.69	36,968.80	39,471.10	36,794.89	34,000.00	34,000.00
50580	Bank Fees	9,335.02	2,935.65	8,375.54	8,003.90	10,000.00	10,000.00
50900	Transfers Out Captl Purchases	-	104,660.28	74,889.11	-	-	-
50920	Transfers to General Fund	1,500,000.00	246,000.00	-	-	-	551,190.00
50925	Transfers for Comm Dev	-	722,000.04	267,000.00	608,581.00	608,581.00	-

WATER DEPARTMENT FUND

9/27/2021

Object	Description	FY 2018 Annual	FY 2019 Annual	FY 2020 Annual	FY2021 August YTD	FY2021 Annual Budget	FY2022 Draft Budget
51025	Colony Rent	-	-	270.09	286.72	300.00	300.00
51030	Publications Newspapers	-	537.76	-	-	-	-
52510	Utilities for City Use	130,518.24	167,782.01	151,913.56	110,855.03	150,000.00	150,000.00
53010	Chemicals & Testing	199,843.77	205,302.45	146,355.76	140,778.65	200,000.00	75,000.00
53011	Chemicals - Water Treatment	-	-	-	-	-	175,000.00
59100	SCADA Capital Purch Budget	-	-	-	1,371.47	50,845.00	20,000.00
59500	System Improve-Distribution Sys	-	-	-	121,727.36	3,327,154.00	4,990,000.00
59501	System Impr-Water Plan/Wells	-	-	-	-	-	3,425,800.00
TOTAL EXPENSES		5,036,524.94	5,050,651.54	4,344,486.19	4,672,788.34	8,541,693.00	14,221,138.92
EXCESS REVENUE OVER EXPENSE		<u>2,259,341.12</u>	<u>2,981,040.04</u>	<u>4,283,679.27</u>	<u>2,978,150.20</u>	<u>59,276.00</u>	<u>(5,572,138.92)</u>

SEWER DEPARTMENT FUND

9/27/2021

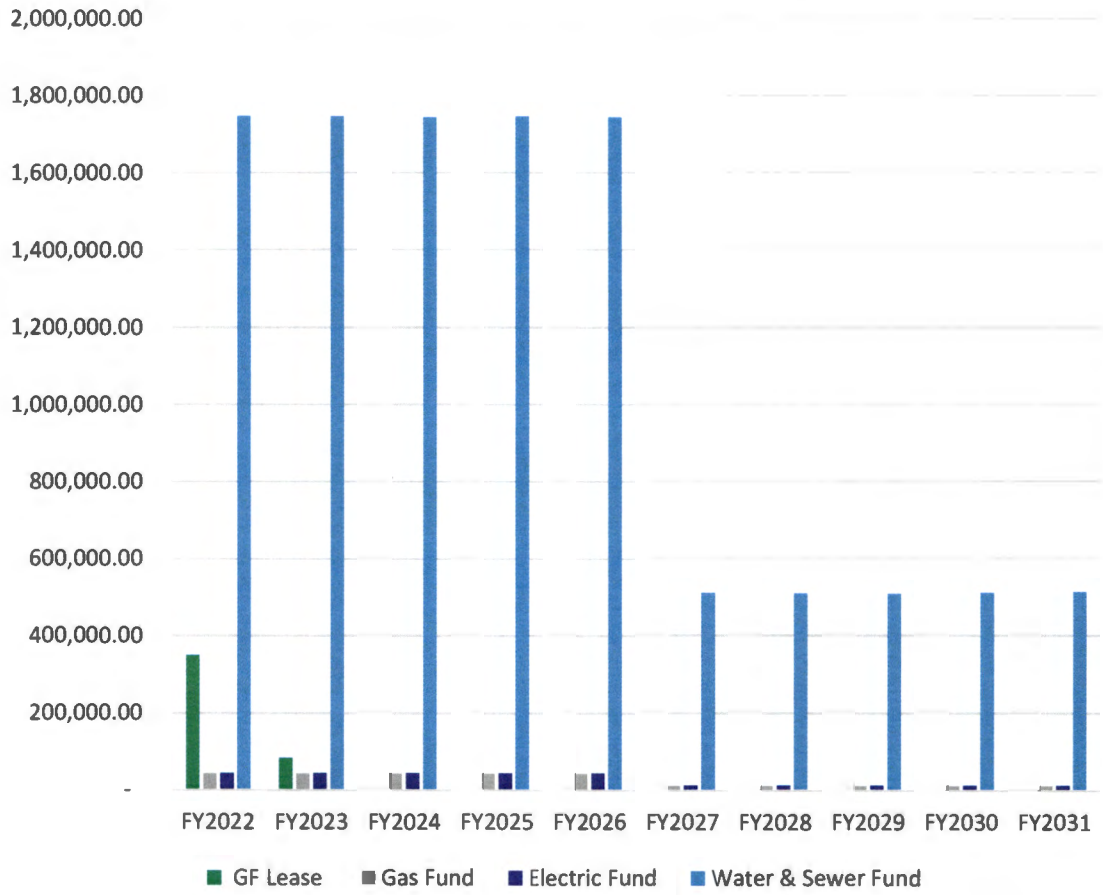
Object	Description	FY 2018 Annual	FY 2019 Annual	FY 2020 Annual	FY2021 August YTD	FY2021 Annual Budget	FY2021 Draft Budget
REVENUE							
49060	Connection Fees	16,600.00	329,048.00	466,422.00	663,786.63	375,000.00	375,000.00
45635	Grant income-ALDOT	-	34,391.77	326.56	-	-	-
41705	Sale of Fixed Assets	-	160.00	130.00	-	-	-
40835	Federal Grants	-	-	2,983.22	2,212.80	-	1,000,000.00
49035	Rebate Income	101.20	2,021.72	1,833.09	1,656.07	1,800.00	1,800.00
40840	Fema-Grant Revenues	-	-	221,257.05	(221,257.05)	-	562,500.00
49040	Miscellaneous Revenue	-	1,527.38	-	-	-	-
43020	Revenue Sewer Charges	333,986.85	4,358,234.55	4,837,466.95	4,873,591.88	5,470,396.00	5,470,396.00
49010	Interest Earned	5,315.18	28,518.29	9,905.84	29,441.06	20,000.00	20,000.00
TOTAL REVENUE		356,003.23	4,753,901.71	5,540,324.71	5,406,750.05	5,867,196.00	7,429,696.00
EXPENSE							
50020	Purchased Power-Elect	39,278.49	462,034.20	470,159.71	424,026.14	465,000.00	465,000.00
50025	Collection Costs/Revenue Dept	9,000.00	50,000.00	59,000.00	59,000.00	59,000.00	258,072.00
50026	Administrative Costs	38,888.84	267,000.00	298,000.00	305,000.00	305,000.00	292,950.00
50040	Salaries-Oper&Maint	48,338.26	731,527.76	783,911.26	765,529.95	934,082.78	954,853.88
50045	Overtime	6,237.88	87,165.35	117,865.71	94,619.26	68,500.00	114,566.59
50190	Employee Payroll Taxes	6,241.75	60,689.08	67,602.86	63,442.37	77,414.00	81,810.67
50200	Employee Retirement Exp	4,818.96	63,258.78	69,111.04	70,605.33	87,672.00	80,232.38
50210	Employee Medical Insurance	12,738.23	122,534.12	209,527.74	187,895.13	217,651.00	223,161.54
50215	Required Contrib-OPEB	1,711.34	42,715.33	19,839.60	16,533.00	19,840.00	19,839.60
59999	Gain/Loss on Fixed Assets	-	304.18	-	-	-	-
50220	Casualty/Workers Comp Ins	7,837.80	114,572.74	126,548.90	0.00	-	-
50221	Workers Comp Insurance	-	-	-	24,622.38	19,538.00	25,853.00
50222	Casualty/Property Insurance	-	-	-	141,844.72	101,698.00	147,473.00
50230	Training/School/Travel	630.79	11,832.17	6,565.41	7,471.89	15,000.00	21,575.00
50250	Trustee Fees	-	-	-	-	1,000.00	1,000.00
50270	Audit & Accounting	-	5,740.70	6,191.67	5,664.30	8,500.00	8,500.00
50280	Legal Fees	-	-	54,582.74	35,631.30	25,000.00	25,000.00
50290	Professional Services	37,358.61	79,229.32	53,797.17	21,804.41	106,000.00	204,000.00
50300	Computer Expense	2,869.31	20,482.84	32,699.38	14,788.30	25,226.00	5,770.42
50320	Office Supplies	465.18	1,227.23	1,192.40	589.69	2,000.00	2,000.00
50325	Printers/Copiers/OE and supp	-	-	2,375.91	3,038.82	1,032.00	3,171.40
50330	Postage	2,549.33	14,561.49	15,099.35	12,373.05	13,750.00	13,750.00
50340	Operating Supplies	2,371.63	24,195.22	23,695.67	77,828.28	40,000.00	30,000.00
50360	Maintenance-Buildings	7,503.80	19,885.87	39,200.35	29,205.89	69,000.00	75,000.00
50365	Maintenance-Plant/Lift Station	79,798.54	198,797.21	148,171.15	264,132.20	296,500.00	195,000.00
50366	Maintenance-Collection	-	-	-	-	-	100,000.00
50367	Maintenance-WWTP	-	-	-	-	-	200,000.00
50380	Communications	3,880.16	48,243.58	41,993.39	31,789.12	28,184.00	17,028.00
50390	Dues-Memberships-Subscrip	467.52	2,732.70	3,079.08	2,017.40	5,000.00	6,700.00
50395	Employment Screening	-	-	-	268.00	1,000.00	1,000.00
50405	Sludge Removal	-	539,325.00	550,800.00	344,250.00	550,000.00	600,000.00
50420	Bad Debts	729.16	8,749.92	16,272.26	25,916.55	10,000.00	10,000.00
50430	Gasoline & Oil	4,599.96	24,926.11	20,009.05	42,323.00	27,000.00	5,000.00
50435	Small Equipment	-	-	-	-	-	40,000.00
50440	Maintenance-Vehicles&Equip	1,722.46	31,150.43	41,481.35	35,497.76	40,000.00	50,700.00
50460	Uniforms	949.39	6,721.15	2,812.82	1,709.77	10,000.00	10,000.00
50462	Safety Wear and PPE	-	-	10,803.86	4,921.41	13,408.00	14,408.00
50470	Purchases Vehicles & Equipment	-	-	-	(268.59)	301,685.00	732,612.75
50473	Warehouse Improvement Purchase	-	-	-	-	-	52,500.00
50500	Depreciation	117,693.67	852,740.39	814,550.64	811,326.07	835,000.00	835,000.00
50510	Interest Expense	16,762.74	260,877.32	247,430.48	94,832.12	127,762.00	82,788.00
50520	Rental-other	-	217.17	6,210.57	7,369.27	5,000.00	5,000.00
50560	Credit Card Processing Fees	1,632.31	19,906.00	21,253.34	21,643.95	20,000.00	20,000.00
50580	Bank Fees	229.05	1,580.71	4,509.91	3,616.52	4,500.00	4,500.00
51025	Colony Rent	-	-	200.31	208.74	200.00	200.00
51030	Publications Newspapers	-	3,702.22	500.43	582.12	3,500.00	3,500.00
50900	Transfers Out Captl Purchases	-	-	40,324.93	-	-	-
52510	Utilities for City Use	7,319.84	92,946.30	81,364.11	77,882.51	85,000.00	85,000.00

SEWER DEPARTMENT FUND

9/27/2021

Object	Description	FY 2018 Annual	FY 2019 Annual	FY 2020 Annual	FY2021 August YTD	FY2021 Annual Budget	FY2022 Draft Budget
53010	Chemicals & Testing	38,056.76	294,373.39	286,721.52	260,520.01	364,000.00	125,000.00
53011	Chemicals - Wastewater Treatment	-	-	-	-	-	30,000.00
53012	Chemicals - Odor Control	-	-	-	-	-	225,000.00
59100	SCADA Capital Purch Budget	-	-	-	12,618.82	106,095.00	206,095.00
59500	System Improve-Collection Syst	-	-	-	51,337.00	5,458,427.00	8,260,000.00
59501	System Impr-Lift Stations	-	-	-	-	-	1,750,000.00
59502	System Improvement-WWTP	-	-	-	-	-	248,000.00
59999	Gain/Loss on Fixed Assets	-	304.18	-	-	-	-
56015	Hurricane Sally	-	-	231,816.17	19,955.24	-	-
56025	Hurricane Zeta	-	-	-	9,332.22	-	-
	TOTAL EXPENSES	502,681.76	4,566,250.16	5,027,272.24	4,485,295.42	10,954,164.78	16,968,611.23
	Excess Rev Over Expense	<u>(146,678.53)</u>	<u>187,651.55</u>	<u>513,052.47</u>	<u>921,454.63</u>	<u>(5,086,968.78)</u>	<u>(9,538,915.23)</u>

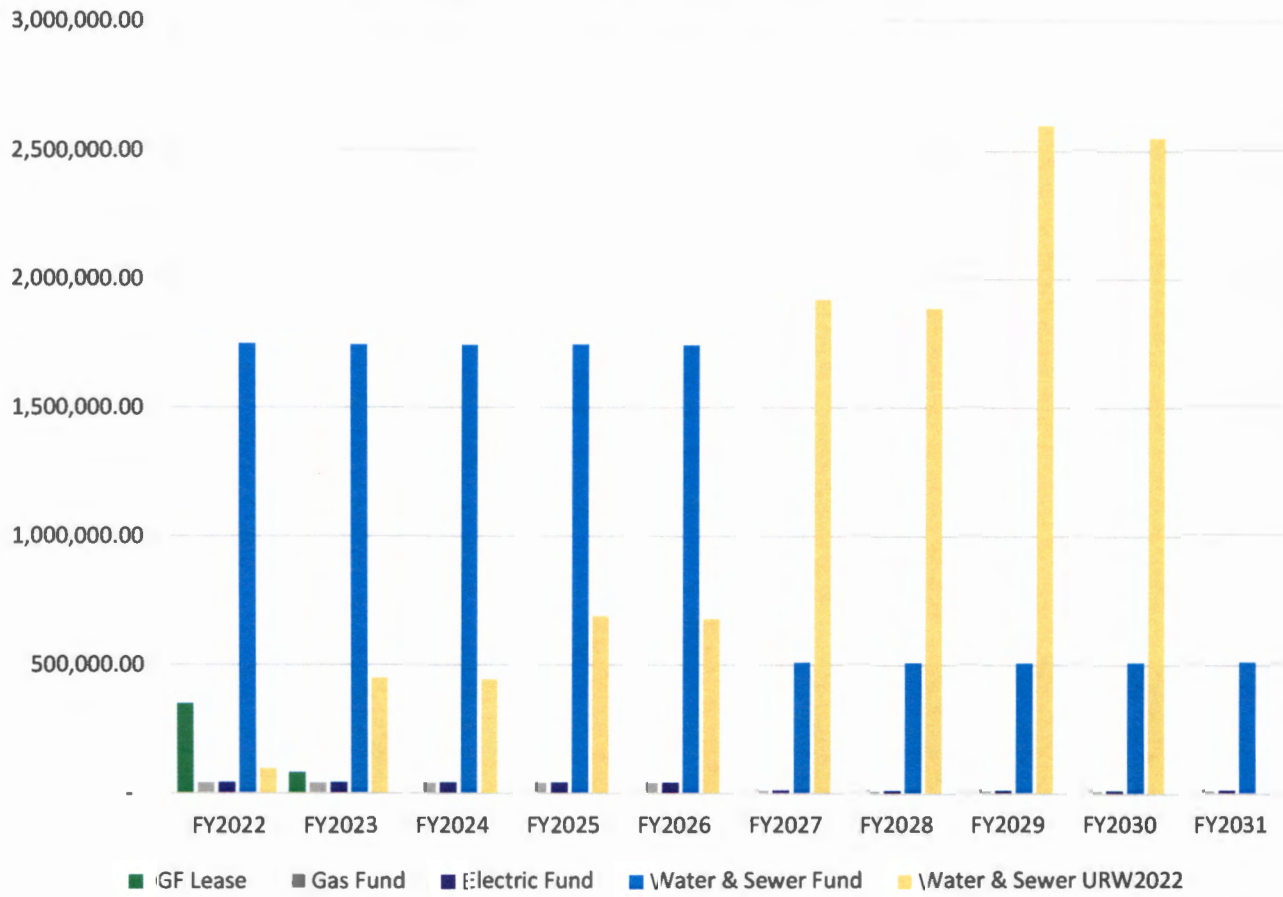
DEBT PAYMENTS BY YEAR FY2021-FY2031



**City of Fairhope
Debt Payment by Year**

	URW 2020				PROPOSED
	<u>GF Lease</u>	<u>Gas Fund</u>	<u>Electric Fund</u>	<u>Water & Sewer Fund</u>	<u>Water & Sewer URW2022</u>
FY2022	350,156.17	43,826.86	43,826.86	1,746,106.27	100,000.00
FY2023	83,626.18	43,781.74	43,781.74	1,744,308.52	450,000.00
FY2024	-	43,730.50	43,730.50	1,742,267.00	445,000.00
FY2025		43,791.87	43,791.87	1,744,712.25	690,000.00
FY2026		43,726.87	43,726.87	1,742,122.27	680,000.00
FY2027		12,784.59	12,784.59	509,350.82	1,920,000.00
FY2028		12,748.83	12,748.83	507,926.33	1,885,000.00
FY2029		12,711.55	12,711.55	506,440.90	2,600,000.00
FY2030		12,791.47	12,791.47	509,625.06	2,550,000.00
FY2031	-	12,868.33	12,868.33	512,687.33	-
	<u>433,782.35</u>	<u>282,762.62</u>	<u>282,762.62</u>	<u>11,265,546.76</u>	<u>11,320,000.00</u>

DEBT PAYMENTS BY YEAR FY2021-FY2031



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 **Lonnie Gibbs dba Mustache Mike's** for a franchise agreement to install and operate **Italian Ice Vending Cart** at the following location described: **the 100' to 200' left of the Fairhope Boardwalk Pier** and it is to be in the best interest of the public and the City of Fairhope, Alabama, to grant a franchise to **Lonnie Gibbs dba Mustache Mike's** 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 11TH DAY OF OCTOBER, 2021

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

ADOPTED THIS 11TH DAY OF OCTOBER, 2021

Sherry Sullivan, Mayor

City of Fairhope

SEP 21 2021 AM 1:22

LAW

Approval

Franchise agreement Request

Date complete application submitted to Rental Facilities Department

Business: mustache mike

Person Requesting: Lonnie Gibbs

Date: 2021

Location: Fairhope Municipal Pier

Approval/Disapproval supporting documentation attached.

Approval:

Stephanie Kelly

Police Chief/Designee

Date: 9/20/21 Approx. security cost \$ _____

Date: _____ Approx. cost city services \$ _____
Director of Public Works/Designee

Paige

Director of Community Events

Date: 9/13/2021

Disapproval:

Date: _____
Police Chief

Date: _____
Director of Public Works/Designee

Date: _____
Director of Community Events

Route back to rental facilities department for application package finalization

NOTES: Must provide his own electricity and no overnight parking.

251-716-9071

LONNIE GIBBS

FRANCHISE AGREEMENT

This Agreement is made and entered into by and between the City of Fairhope, Alabama ("City") a municipal corporation and MUSTACHE MIKE (LONNIE GIBBS) ("Grantee").

RECITALS

Grantee is a sole proprietor with a principal place of business at 18961 MALONE RD, Fairhope, AL 36532. Grantee is engaged in the business of ITALIAN ICE to the public. Grantee proposes to install and operate MUSTACHE MIKE at the Fairhope Municipal Pier. Grantee requests that the City grant to Grantee a franchise to install, maintain and operate this business on public property at the Fairhope Municipal Pier.

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 LONNIE GIBBS to whom a franchise has been granted by the City or anyone who succeeds LONNIE GIBBS 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: Municipal Pier.

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 MUSTACHE MILKES 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 _____ for additional periods in the event the Grantee, acting in good faith, experiences delays by reasons of circumstances beyond her control.

(d) The ITALIAN ICE BUSINESS 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 MUSTACHE MIXER ITALIAN ICE in a prudent and reasonable manner.

(b) Failures or malfunctions of the MUSTACHE MIXER 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 ITALIAN ICE BUSINESS 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 MUSTACHE MIXER franchise, and against all liabilities for damages by reason of, or arising out of, any failure by Grantee to safely operate and maintain the MUSTACHE MIXER, 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 \$ 1,000,000.00 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 OO City caused with a minimum liability of \$ 1,000,000.00 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 ITALIAN ICE, 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 REVOCATON 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 MUSTACHE MIKES 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 MUSTACHE MIKES. 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 MUSTACHE MIKE by the appointed independent expert, the Grantee shall be required to sell its ITALIAN ICE to any entity which offers said fair market value and which has obtained the approval of the City to purchase said MUSTACHE MIKES.

Section 5.4 REMOVAL AND ABANDONMENT OF PROPERTY

(a) If the use of any part of Grantee's MUSTACHE MIKE is discontinued for any reason for a continuous period of twelve (12) months, or if such MUSTACHE MIKE 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 MUSTACHE MIKE be sold to a franchise designated by the City at a purchase price equal to the MUSTACHE MIKE 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 23 day of AUG, 2021.

THE CITY OF FAIRHOPE, ALABAMA

By: _____
Sherry Sullivan, Mayor

Attest: _____
Lisa A. Hanks, MMC
City Clerk

By: [Signature] _____
, Grantee

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL AND
REPLACE ORDINANCE NO. 1463: TO AMEND CHAPTER 20,
TRAFFIC, ARTICLE I, IN GENERAL, SECTION 20-2,
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 20, Traffic, Article I, Section 20-2, is hereby amended to reflect the following changes:

Article I. – IN GENERAL

Amend the following:

Section 20-2. – Authority of City Council.

The City Council will appoint a “Streets and Traffic Control” Committee consisting of the following: Two (2) Councilmembers, Mayor, City Police Chief or Police Representative, Public Works Director, Planning and Zoning Manager, and Development Services Manager.

The Committee will meet when requested by the City Council or the Mayor to make a survey of traffic conditions on the streets and portions thereof in the City, fix and limit the rate of speed at which vehicles shall be driven on and along the same; and designate certain streets as through streets, and erect or place signs, lights or other appropriate devices requiring traffic to stop or to yield the right-of-way at intersections and entrances to such through streets; and fix and designate by proper lines no passing zones and no “U” turn places on streets; and wherever the traffic conditions make it necessary and proper, to determine, fix, regulate, and limit the hours, the length of time, and the manner of parking of vehicles on the streets and public places, and to cause the same to be appropriately marked to indicate the hours, time limit, and manner fixed and determined for parking vehicles on such streets and public places. All street configurations, speed limits, and stop sign placement must be approved by the City Council. The Mayor may, during an emergency or special event, temporarily change the hours, the length of time, and the manner of parking of vehicles on any such streets and public places.

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 11TH DAY OF OCTOBER, 2021

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

ADOPTED THIS 11TH DAY OF OCTOBER, 2021

Sherry Sullivan, Mayor

Sec. 20-2. - Authority of city council.

The city council will appoint a streets and traffic control committee consisting of: two (2) councilmembers, mayor, city administrator, city police representative, planning and building director, and any other persons deemed appropriate by the city council.

The committee will meet when requested by the city council or the mayor to make a survey of traffic conditions on the streets and portions thereof in the city, fix and limit the rate of speed at which vehicles shall be driven on and along the same; and designate certain streets as through streets, and erect or place signs, lights or other appropriate devices requiring traffic to stop or to yield the right-of-way at intersections and entrances to such through streets; and fix and designate by proper lines no passing zones and no "U" turn places on streets; and wherever the traffic conditions make it necessary and proper, to determine, fix, regulate, and limit the hours, the length of time, and the manner of parking of vehicles on the streets and public places, and to cause the same to be appropriately marked to indicate the hours, time limit, and manner fixed and determined for parking vehicles on such streets and public places. All street configurations, speed limits, and stop sign placement must be approved by the city council. The mayor may, during an emergency or special event, temporarily change the hours, the length of time, and the manner of parking of vehicles on any such streets and public places.

(Code 1962, § 13-2; Ord. No. 1463, § 1, 11-28-11)

ORDINANCE NO. _____

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

SECTION 1. It is hereby established and declared that the following described real property of the City of Fairhope, Alabama, is not needed for public or municipal purposes during the term of this lease, to-wit:

From the Point of Commencement and Beginning at the Southwest Corner of the intersection of Saint James Avenue and South Church Street; run N 89°51'07" W, along the south right-of-way line, ± 160.0 feet to a point; thence run South, leaving said right-of-way, ± 109.0 feet to a point; thence run west, ± 249.1 feet to a point On a fence line along the east margin of Summit Street (an unmapped right-of-way), thence run S 02°10'47" W, along said fence line, ± 114.1 feet to a point; thence run east, leaving said fence line, ± 160.1 feet to a point; thence run north, ± 30.0 feet to a point; thence run east, ± 93.3 feet to a point; thence run north, ± 49.0 feet to a point; thence run east, ± 160.0 feet to a point on the west right-of-way line of South Church Street; thence run N 00°09'15" E, along said west right-of-way line, ± 144.00 feet to the Point of Commencement and Beginning; containing 1.12 acres, MORE OR LESS, LYING IN grant SECTION 37, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

SECTION 2. The City of Fairhope, Alabama, having received an offer from Fairhope Education Enrichment Foundation, Inc. to lease that real property described in Section 1, above, it is hereby declared to be in the best interest of the public and the City of Fairhope, Alabama, to lease said real property to Fairhope Education Enrichment Foundation, Inc. under the following terms and conditions, to-wit:

The leased property to be used to promote and enrich educational opportunities for all Fairhope public school children, and used for integrating work in the sciences, engineering, art, mathematics, and technology (STEAM) and in accordance with uses normally incident thereto and for no other purpose, for the term of twenty-five (25) years commencing on October 1, 2021, and ending on September 30, 2046, for the yearly rent in the amount of \$1.00 per year. Attached hereto as Exhibit A is a graphic depiction of the property the parties intend to include in the leased premises.

SECTION 3. Pursuant to the authority granted by Section 11-47-21 of the Code of Alabama of 1975, the Mayor of the City of Fairhope, Alabama, is hereby directed to execute said lease agreement in the name of the City of Fairhope, Alabama.

SECTION 4. 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 5. This ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS 11TH DAY OF OCTOBER, 2021

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

ADOPTED THIS 11TH DAY OF OCTOBER, 2021

Sherry Sullivan, Mayor

MUNICIPAL LEASE AGREEMENT

This Lease Agreement is made and entered into this _____ day of October, 2021, at Fairhope, Alabama, by and between **FAIRHOPE EDUCATIONAL ENRICHMENT FOUNDATION, INC.**, an Alabama Non-profit Corporation (FEEF), hereinafter referred to as "Lessor," and **THE CITY OF FAIRHOPE, ALABAMA**, a municipal corporation, hereinafter referred to as "Lessee."

ARTICLE 1. DEMISE, DESCRIPTION, USE, TERM, AND RENT

Lessor leases to Lessee, and Lessee leases from Lessor, that certain property, hereinafter called the "leased premises," situated in Fairhope, Baldwin County, Alabama, and described as follows:

From the Point of Commencement and Beginning at the Southwest Corner of the intersection of Saint James Avenue and South Church Street; run N 89°51'07" W, along the south right-of-way line, ± 160.0 feet to a point; thence run South, leaving said right-of-way, ± 109.0 feet to a point; thence run west, ± 249.1 feet to a point On a fence line along the east margin of Summit Street (an unmapped right-of-way), thence run S 02°10'47" W, along said fence line, ± 114.1 feet to a point; thence run east, leaving said fence line, ± 160.1 feet to a point; thence run north, ± 30.0 feet to a point; thence run east, ± 93.3 feet to a point; thence run north, ± 49.0 feet to a point; thence run east, ± 160.0 feet to a point on the west right-of-way line of South Church Street; thence run N 00°09'15" E, along said west right-of-way line, ± 144.00 feet to the Point of Commencement and Beginning; containing 1.12 acres, MORE OR LESS, LYING IN grant SECTION 37, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

to be used to promote and enrich educational opportunities for all Fairhope public school children, and used for integrating work in the sciences, engineering, art, mathematics, and technology (STEAM) and in accordance with uses normally incident thereto and for no other purpose, for the term of twenty-five (25) years commencing on October 1, 2021, and ending on September 30, 2046, for the yearly rent as described in Article 2. Attached hereto as Exhibit A is a graphic depiction of the property the parties intend to include in the leased premises.

ARTICLE 2. RENT

Lessee shall pay rent to Lessor in the amount of \$1.00 per year for a term of 25 years.

ARTICLE 3. INSURANCE

Lessee's Obligation

Lessee shall maintain independent commercial general liability coverage with no less than a \$1,000,000 per occurrence limit and a \$2,000,000 annual aggregate limit and the City shall be named as an additional insured, (b) if applicable, vehicle coverage for owned and non-owned vehicles in the amount of \$1,000,000, and (c) workers' Compensation insurance as required by law. Lessee shall maintain insurance and be responsible for any and all claims, actions, suits, demands, damages, and injuries arising from any loss of life, bodily or mental injury, or content damage arising from any occurrence in or upon the leased premises.

Lessee shall require any contractor or subcontractor on the premises to provide insurance as follows: (a) General Liability coverage with no less than a \$1,000,000 per occurrence limit and a \$2,000,000 annual aggregate limit and the City shall be named as an additional insured, (b) Vehicle coverage for owned and non-owned vehicles in the amount of \$1,000,000 and (c) Workers' Compensation insurance as required by law.

All such coverage shall be furnished by a company with an A.M. Best rating of "A" or better.

Lessor's Obligation

Lessor is renting land, existing buildings, and other improvements to Lessee. Lessor shall be responsible for maintaining insurance on the buildings and improvements only with no additional expense to the tenant on the leased property. In the event of an insured loss, Lessor shall only be obligated to spend the insurance proceeds that it receives on rebuilding the buildings and other improvements.

Proof of Coverage

The original policies may be retained by the insured, but the Lessor shall have the right to inspect any and all such policies, and the insured, on demand, agrees to furnish the other party proof of payment of the premium or premiums on any such policies.

Protection Against Cancellation

Proof must also be given by Lessee to Lessor, pursuant to the paragraph above, that each of the policies provided for in this Article expressly provides that the policy shall not be cancelled or altered without thirty (30) days' prior written notice to the Lessor.

Failure to Secure

If Lessee at any time during the term hereof should fail to secure or maintain the foregoing insurance, the Lessor shall be permitted to obtain such insurance in the defaulting party's name or as the agent of the defaulting party and shall be compensated by the defaulting party for the cost of the

insurance premiums. The defaulting party shall pay the other interest on paid insurance premiums at the rate of ten percent (10%) per annum computed from the date written notice is received that the premiums have been paid.

ARTICLE 4. UTILITIES

Lessee shall during the term hereof pay all charges for telephone, gas, electricity, sewage, and water used in or on the leased premises and for the removal of rubbish therefrom immediately on becoming due and shall hold Lessor harmless from any liability therefore. Lessee further agrees to pay all charges for repairs to water meters on the leased premises whether necessitated by ordinary wear and tear, temperature extremes, accident, or any other causes. Such payments shall be made immediately on becoming due.

ARTICLE 5. WASTE AND NUISANCE

Lessee shall not commit, or suffer to be committed, any waste on the leased premises, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the leased premises or use the leased premises for any unlawful purposes.

ARTICLE 6. REPAIRS

Lessee agrees to keep the leased premises in good order and repair, reasonable wear and tear excepted. Lessee further agrees to keep the leased premises clean, and to repair or replace all HVAC, electrical, roof, all broken or damaged doors, windows, plumbing fixtures and pipes, floors, stairways, railings, or other portions of the leased premises. Lessee also agrees to maintain the curbs and pavements on and about the leased premises (excluding those in a City right of way), together with facilities appurtenant thereto, including entryways and awnings. Lessee shall keep the said pavements and appurtenances free of trash and expressly agrees to assume sole liability for accidents alleged to have been caused by their defective condition. The repair obligations in this Article Six shall not be construed to require Lessee to repair or improve the leased premises to a condition better than its condition on the date on which this lease commences.

ARTICLE 7. ALTERATIONS, IMPROVEMENTS, AND FIXTURES

Lessee shall have the right at Lessee's own cost and expense from time to time during the term or any extended term of this lease to construct on the leased premises such buildings and other improvements, including but not limited to fencing and paving, and make such alterations, additions, and changes therein only with express written permission of the Governing body of the City of Fairhope. All improvements, additions, and fixtures shall become property of the Lessor.

ARTICLE 8. QUIET POSSESSION

Lessor shall, on the commencement date of the term of this lease, place Lessee in quiet possession of the leased premises and shall secure the Lessee in the quiet possession thereof against all persons lawfully claiming possession during the entire lease term and each extension of the lease.

ARTICLE 9. DELIVERY OF POSSESSION

If Lessor shall be unable to deliver possession of the leased premises on the commencement date of the term hereof, Lessor shall not be liable to Lessee for any damage caused thereby, nor shall this lease thereby become void or voidable, nor shall the term hereof in any way be extended, but in such event, Lessee shall not be liable for any rent herein reserved until such time as Lessor can and does deliver possession.

Effect of Holding Over

In the event Lessee does not renew this lease as herein provided, and holds over beyond the expiration of the term hereof, such holding over shall be deemed a month-to-month tenancy only, at the rental of \$1 per month, payable on the first day of each and every month thereafter until the tenancy is terminated in a manner provided by law.

ARTICLE 10. DEFAULTS AND REMEDIES

Default of Lessee

If Lessee shall allow the rent to be in arrears more than thirty (30) days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of fifteen (15) days after written notice from Lessor, or should any other person than Lessee secure possession of the premises, or any part thereof, by reason of any receivership, bankruptcy proceedings, or other operation of law in any manner whatsoever, Lessor may at Lessor's option, without notice to Lessee, terminate this lease. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this lease, or any renewal thereof, plus the expense of reletting, then Lessee shall pay the amount of such deficiency to Lessor.

Default of Lessor

If Lessor shall remain in default under any condition of this lease for a period of fifteen (15) days after written notice from Lessee, Lessee may at Lessee's option, without notice to Lessor, terminate this lease. Lessee shall be entitled to terminate this lease without cause by giving written notice of its desire to terminate the lease to Lessor, provided that said written notice is given one year prior to the date of termination.

ARTICLE 11. INSPECTION BY LESSOR

Lessee shall permit Lessor and Lessor's agents to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to the building.

ARTICLE 12. ASSIGNMENT AND SUBLEASE

Assignment and Subletting by Lessee

Lessee shall not assign this lease nor sublet all or any portion of the leased premises without the prior written consent of the Lessor.

Assignment by Lessor

Lessor is expressly given the right to assign any or all of Lessor's interest under the terms of this lease.

ARTICLE 13. MISCELLANEOUS

Rights and Remedies Cumulative

The rights and remedies provided by this lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Waiver of Default

No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other terms, condition, or covenant contained herein.

Abandonment

If during the term of this Lease, the leased premises or any part thereof is vacant or not actively used for its intended purposes in excess of 90 days, the lease terminates and the use and possession reverts back to the Lessor. Temporary or static use of the buildings does not constitute active use of a building or premises. The Governing Body of the City of Fairhope shall have the sole exclusive right to determine if

the leased premises or any part thereof has been abandoned in accordance with the terms of the lease.

Attorney's Fees

In the event Lessor or Lessee breaches any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

Excuse

Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this lease so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of the Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Recording

Lessee shall be obligated to record this lease in the Office of the Judge of Probate for Baldwin County, Alabama.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement as of the day and year first above written.

LESSEE:

THE CITY OF FAIRHOPE, A MUNICIPAL CORPORATION

By: _____
As Its Mayor

LESSOR:

FAIRHOPE EDUCATIONAL ENRICHMENT FOUNDATION, INC.,
an Alabama non-profit corporation

By: _____
As Its _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public in and for said County, in said State, hereby certify that The Honorable Sherry Sullivan whose name as Mayor of **THE CITY OF FAIRHOPE**, a municipal corporation, is signed to the foregoing Municipal Lease Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of said Municipal Lease Agreement, she, as such Mayor, and with full authority, executed the same voluntarily for and as the act of said municipal corporation.

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

NOTARY PUBLIC
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public in and for said County in said State, hereby certify that _____ whose name as _____ of the Board of **FAIRHOPE EDUCATIONAL ENRICHMENT FOUNDATION, INC.** is signed to the foregoing Municipal Lease Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Municipal Lease Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

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

NOTARY PUBLIC
My Commission Expires: _____

Prepared by

MARCUS McDOWELL
City Attorney
60 N. Section St.
Post Office Box 1367
Fairhope, Alabama 36533
(251) 928-1915

FEEF Lease Area - City of Fairhope K-1 Center Property

Legal Description

FROM THE POINT OF COMMENCEMENT AND BEGINNING AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SAINT JAMES AVENUE AND SOUTH CHURCH STREET; RUN N 89°51'07" W, ALONG THE SOUTH RIGHT-OF-WAY LINE, ± 160.0 FEET TO A POINT; THENCE RUN SOUTH, LEAVING SAID RIGHT-OF-WAY, ± 109.0 FEET TO A POINT; THENCE RUN WEST, ± 249.1 FEET TO A POINT ON A FENCE LINE ALONG THE EAST MARGIN OF SUMMIT STREET (AN UNMAPPED RIGHT-OF-WAY), THENCE RUN S 02°10'47" W, ALONG SAID FENCE LINE, ± 114.1 FEET TO A POINT; THENCE RUN EAST, LEAVING SAID FENCE LINE, ± 160.1 FEET TO A POINT; THENCE RUN NORTH, ± 30.0 FEET TO A POINT; THENCE RUN EAST, ± 93.3 FEET TO A POINT; THENCE RUN NORTH, ± 49.0 FEET TO A POINT; THENCE RUN EAST, ± 160.0 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH CHURCH STREET; THENCE RUN N 00°09'15" E, ALONG SAID WEST RIGHT-OF-WAY LINE, ± 144.00 FEET TO THE POINT OF COMMENCEMENT AND BEGINNING; CONTAINING 1.12 ACRES, MORE OR LESS, LYING IN GRANT SECTION 37, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

POC/POB SOUTHWEST CORNER OF THE INTERSECTION OF SAINT JAMES AVENUE AND SOUTH CHURCH STREET

N 89°51'07" W - ±160.0'

SOUTH - ±109.0'

WEST - ±249.1'

S 02°10'47" W - ±114.1'

Summit

N 00°09'15" W - ±144.0'

Church

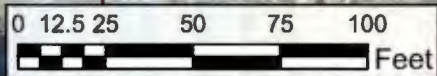
EAST - ±160.0'

EAST - ±93.3'

NORTH - ±49.0'

EAST - ±160.1'

NORTH - ±30.0'



RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the proposed Budget presented and reviewed the 11th day of October 2021, be hereby approved, and adopted for the FY 2021-2022; and

BE IT FURTHER RESOLVED, that the Annual Salaries of City Personnel shall be as shown on a list entitled Annual Salaries of All City Personnel and said list filed in the Office of the City Treasurer; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the portion of the Sales and Use Tax revenue for FY 2021-2022 that is restricted in the General Fund Debt Pre-Payment Account can be used for General Fund operations up to the \$2,500,000.00 reduction; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the portion of the Sales and Use Tax revenue FY 2021-2022 that is restricted in the Capital Projects Fund (Infrastructure Improvements Special Fund) can be used for General Fund operations up to the \$2,500,000.00; and

BE IT FURTHER RESOLVED, that the City Council hereby approves a 1% raise across all Departments: General Government and Utilities including employees capped for this budget cycle; and 2% set aside for merit raises for City of Fairhope employees as defined in the proposed budget; and

BE IT FURTHER RESOLVED, that all raises and salary changes adopted in the budget will become effective the day of passage.

ADOPTED THIS 11TH DAY OF OCTOBER, 2021

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, THAT THE FOLLOWING 2021 – 2022 HOLIDAYS WILL BE OBSERVED BY ALL CITY PERSONNEL EXCEPT EMERGENCY EMPLOYEES:

- | | | |
|--------------------------------|---|----------------------------------------------------------|
| Veterans Day | - | Thursday, November 11, 2021 |
| Thanksgiving Holidays | - | Thursday & Friday, November 25 & 26, 2021 |
| 1/2 Day Christmas Eve | - | Thursday, December 23, 2021 |
| Christmas Holiday | - | Friday, December 24, 2021 |
| New Year's Day | - | Friday, December 31, 2021 |
| Martin Luther King, Jr. | - | Monday, January 17, 2022 |
| Memorial Day | - | Monday, May 30, 2022 |
| Independence Day | - | Monday, July 4, 2022 |
| Labor Day | - | Monday, September 5, 2022 |

DULY ADOPTED THIS 11TH DAY OF OCTOBER, 2021

Jack Burrell, Council President

Attest

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves Dewberry Engineers, Inc. for an increase to the Professional Engineering Services for Project #2: Bayou Drive, Fairway Boulevard, and Fairhope Avenue Transmission Systems Phase 2a: Improvements from Fairhope Avenue at Ingleside to Bishop (RFQ No. PS014-18) for Construction Engineering Inspection Services that were not included in the original contract which was for Design and Master Planning; and authorizes Mayor Sherry Sullivan to execute Amendment No. 2 to the Contract with an estimated cost of \$102,609.65.

DULY ADOPTED THIS 11TH DAY OF OCTOBER , 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 10/1/2021

OCT 5 '21 AM 5:54
Please return this Routing Sheet to Treasurer by: ASAP

JAN

Project Name: Amendment No. 2 for CEI Services RFQ No. PS014-18 Engineering for Wastewater Transmission Project

Project Location: Bayou Dr & Fairhope Ave at Ingleside to Bishop Ave

Presented to City Council: 10/11/2021

Funding Request Sponsor: Jason Langley, Water & Sewer Superintendent

Resolution # : _____
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 102,609.65

Vendor: Dewberry Engineers, Inc

Project Engineer: Dewberry Engineers, Inc

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 IT-16
 Fac Maint-45 Golf-50 Golf Grounds-55 Museum-27 NonDept/Fac-75 Debt Service-85 Marine-34 Plan/Zone-12 Adult Rec-30

Project will be: Expensed Capitalized XXX Inventoried

Funding Source: Operating Expenses Budgeted Capital XXX Unfunded

Expense Code: 004020-59500 Grant: _____ Federal - not to exceed amount
 G/L Acct Name: System Improvements-Collection Systems _____ State
 _____ City
 _____ Local

Project Budgeted: \$ 102,609.65 Draft Budget FY2022
 Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ -

Comments: Original Contract was for Design and Master Planning only. CEI services are calculated at 6.5% for projects over \$1mil. Total project price is \$1,578,810.00 as contracted with A-Long Boring, Inc on September 20, 2021.

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

 Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant City Treasurer Mayor

Purchasing Memo Date: 9/23/2021 Purchasing Memo Date: 9/23/2021 Delivered To Date: 10/1/2021

Request Approved Date: 10/1/2021 Request Approved Date: 10/1/2021 Approved Date: 10/1/2021

Signatures: Aislinn Stone Kim Creech Mayor Sherry Sullivan

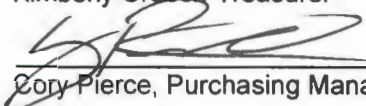


MEMO

Sherry Sullivan
Mayor

To: Aislinn Stone, Senior Accountant
Kimberly Creech Treasurer

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

From: 
Cory Pierce, Purchasing Manager

Date: September 23, 2021

Lisa A. Hanks, MMC
City Clerk

Re: Requesting greensheet and City Council approving **Amendment No.2 for CEI Services** to the Contract for **RFQ No. PS014-18, Professional Engineering Services for Wastewater for Project. #2 Bayou Dr, Fairway Blvd, and Fairhope Av Transmission Systems Phase 2A Improvements from Fairhope Av at Ingleside to Bishop Av**

Kimberly Creech
Treasurer

The Jason Langley, Superintendent of Water and Sewer, and EOR, Dewberry Engineers, Inc, have requested amending the Contract for **RFQ No. PS014-18, Professional Engineering Services for Project #2 Bayou Dr, Fairway Blvd, and Fairhope Av Transmission Systems, Phase 2A Improvements From Fairhope Av at Ingleside to Bishop Av** to include CEI fees not included in the original contract which was for Design and Master planning (see attached). The total project price is **\$1,578,610.00 as contracted with A- Long Boring, Inc on September 20, 2021 for Bid 034-21 Ph 2 Project 2 Bayou Dr, Fairwood Blvd, ad Fairhope Av Transmission System Improvements from Fairhope Av at Ingleside to North Hills Subdivision.** The CEI services are calculated at 6.5% for projects over \$1 mil, in this case, that is **ONE HUNDRED TWO THOUSAND SIX HUNDRED NINE DOLLARS AND SIXTY-FIVE CENTS (\$102,609.65)**

Please compose a greensheet and move this forward to the next available City Council agenda to approve Amendment No. 2 (for CEI Services) to Contract for RFQ No. PS014-18, Professional Engineering Services for Wastewater Collection and Transmission System Improvements for Project #2 Bayou Dr, Fairway Blvd, and Fairhope Av Transmission Systems-- Phase 2A Improvements from Fairhope Av at Ingleside to Bishop Av in the additional amount of \$102,609.65

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

Cc: file

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



AMENDMENT #2

CONTRACT

for

RFQ PS014-18 Professional Engineering Services for

Multiple Wastewater Collection and Transmission System Improvements

Part #2 Bayou Drive, Fairwood Blvd, and Fairhope Ave Transmission Systems

Phase 2A Improvements from Fairhope Av at Ingleside to Bishop Av

with

DEWBERRY ENGINEERS, INC

City of Fairhope

AMENDMENT #2

to

RFQ PS014-18 Professional Engineering Services for Multiple Wastewater Collection
and Transmission System Improvements

Part #2-- Bayou Drive, Fairwood Blvd, and Fairhope Ave Transmission Systems
Phase 2 Improvements from Fairhope Av at Ingleside to Bishop Av

This **Amendment #2** to Contract is made and entered into by and between the **CITY OF FAIRHOPE, ALABAMA** and **DEWBERRY ENGINEERS, INC** on this ____ day of _____, 20__.

Recitals

WHEREAS, **DEWBERRY ENGINEERS, INC.** entered into a Contract with City of Fairhope on June 21, 2018 to upgrade the sewer transmission capacity for Bayou Drive Transmission line from the “doghouse” lift station to the treatment plant. **This work, for Part 2, Phase 2A, will consist of installing approximately 4,000 linear feet, in multiple segments, 16” HDPE DR 11 to be directionally bored along Fairhope Av, Ingleside Dr to Bishop Road.** and WHEREAS, the intent of the Contract for professional services, at the time, for Part #2 included **Design Fees and Master** Plan for Contributing Area and was estimated at \$237,000.00. Once the actual bid (\$268,183,43.00) was submitted by the contractor, the fees were reassessed and were increased by \$31,183.43 through Amendment #1.

WHEREAS, **DEWBERRY ENGINEERS, INC.** had submitted a proposal for Engineering **included Design Fees and Master Planning** for the total estimated amount. Once the Bid was actually submitted by contractor it was significantly more--**\$1,578,610.00**. The request for the subsequent work to be performed is for **CE & I Fees**, calculated at 6.5 % of the project amount, which is **ONE HUNDRED TWO THOUSAND SIX HUNDRED NINE DOLLARS AND SIXTY-FIVE CENTS (\$102,609.65)**. **The original contract did not include C E & I services.**

Agreement

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

1. AMEND this contract to include the work by the Engineer to include increased **CE & I** as described above, IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date stated.

CITY SIGNATURE

CITY OF FAIRHOPE, ALABAMA

Attest:

BY: _____

Sherry Sullivan, Mayor

Lisa A Hanks, MMC, City Clerk

NOTARY FOR THE CITY OF FAIRHOPE:

STATE OF ALABAMA]
COUNTY OF BALDWIN]

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

Given under my hand and notarial seal on this the ____ day of _____ 20__.

NOTARY PUBLIC _____

My Commission Expires ____ / ____ / ____

If Corporation, Partnership, or Joint Venture

Name of Corporation, Partnership, or Joint Venture

By: _____
Signature of Officer Authorized to Sign Bids and Contracts for the Firm Position or Title

Email Address

Business Mailing Address

City, State, Zip Code

General Contractor's License Number

Foreign Corporation Entity ID
(Required of out-of-state vendors)

NOTARY

STATE OF _____ }

COUNTY OF _____ }

I, the undersigned authority in and for said State and County, hereby certify that

_____, as _____
Type or Print Name of Bid Signer Type or Print Bid Signer Title

Respectively, of _____
Type or Print Company Name

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

Given under my hand and Notary Seal on this _____ day of _____, 20__.

Notary Public _____

My Commission Expires _____



September 16, 2021

Ms. Sherry Sullivan
Honorable Mayor
City of Fairhope
PO Box 429
Fairhope, AL 36533

RE: Professional Engineering Services for Wastewater and Collection and Transmission System Improvements, Phase 2 of Part# 2a Fairhope Ave at Ingleside to Bishop Road

Dear Mayor:

Dewberry is pleased to have the opportunity to provide service to you for the above-mentioned project. Please accept this proposal for scope of services and fee as we understand the project currently.

SECTION 6 – CONSTRUCTION ENGINEERING AND INSPECTION

The work will consist of Construction Engineering Inspection Services (CE&I) for the installation of new sanitary sewer infrastructure necessary to upgrade the existing Transmission line corridor.

BASIC SCOPE OF SERVICES

SECTION 7 - CONSTRUCTION ENGINEERING INSPECTION SERVICES

A. Construction Engineering Inspection Services

1. Attend meetings with City of Fairhope officials as required and assist in administering the construction contracts.
2. Recover and/or furnish reference line and benchmarks for control of the work.
3. Review shop drawings and manufacturer's drawings pertaining to the improvements for compliance with the design concept.
4. Review laboratory, mill and shop tests of materials to be incorporated into the work.
5. Provide field reviews of the work and interpret the plans and specifications by periodic visits to the site by Dewberry inspectors and engineers.
6. Provide the services of a project inspector, in order that the work under progress shall have continuous close inspection to ensure the project is in accordance with the project plans and specifications. The ENGINEER will endeavor to protect City of Fairhope Utilities against defects and deficiencies in the work of contractors but does not guarantee the work or performance of the contractors.

7. The ENGINEER is not responsible under this Agreement to act as foreman, superintendent, or safety engineer or for the safety of the contractor's personnel.
8. Review and approve contractor's estimates for work performed for payment by the City of Fairhope.
9. Make final review of the construction upon completion and revise the construction drawings to show the project "record drawing", and certify that they are in accord with knowledge required to meet professional engineering standards of practice, the project was built in accordance with the Construction Contract Plans and Specifications.
10. Field measure pay items, quantity of work for preparation of final construction estimate for approval by contractor and payment by the City of Fairhope.
11. The ENGINEER will furnish City of Fairhope with up to a reasonable number of sets of all plans, reports, and specifications.
- 12.

SECTION 8 - CE&I FEE SCHEDULE:

For all work associated with construction services, the fee shall be based on a percentage of the construction cost of each individual construction project as specified below. The percentage of construction costs for determination of construction services fees based on a percentage of construction costs shall be in accordance with the following:

CONSTRUCTION COSTS		CONSTRUCTION (CE&I) PHASE – FEE
\$	\$	%
Less than	\$ 100,000	11.25%
\$ 100,000	\$ 250,000	10%
\$ 250,000	\$ 500,000	9%
\$ 500,000	\$ 750,000	8%
\$ 750,000	\$1,000,000	7.75%
\$1,000,000	\$2,000,000	6.5%
\$2,000,000	\$4,000,000	6.25%
\$4,000,000	And above	6%

SECTION 9- FEES

RESPONSIBILITIES OF CITY OF FAIRHOPE

- A. The Engineer agrees to provide professional services for all services included in Sections:
 - 1. Construction Engineering Inspection Services
- B. City of Fairhope agrees to pay the Engineer as compensation for its services at the rates described in section 8 with the processing of each contractor pay request.

Fees – It is mutually agreed that compensation to the ENGINEER will be as follows:

For all work associated with Construction Engineering and Inspection, the fee shall be based on a percentage of the estimated construction cost of the construction project, to be adjusted based on the actual construction cost as fixed by the Final Contractor Pay Request for the construction project.

Construction Bid Price.	\$1,578,610.00
Estimated Value of CE&I Contract.....	\$102,609.65

CE&I services will be billed up to 85% complete until final invoice is processed to allow for adjustment of final contract value.

TERMS AND CONDITIONS

In consideration of the engineering services provided by Dewberry, Client agrees to pay in addition to the invoice amount, interest at the rate of 1.5% per month (18% APR) for all balances outstanding for more than thirty (30) days from the invoice date, said interest to be calculated retroactively to the invoice date. In the event that Dewberry Engineers, Inc. prevails in any litigation brought with respect to any dispute that may arise out of or in connection with this Contract, Client agrees to pay reasonable attorney’s fees and expenses of Dewberry Engineers, Inc. associated with said litigation. In the event the Client prevails in any such litigation, Dewberry agrees to pay reasonable attorney’s fees and expenses of the Client associated with said litigation.

RESTRICTION OF USE

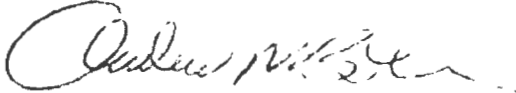
This proposal includes information that shall not be disclosed outside of the CLIENT and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offer, or as a result of, or in connection with, the submission of this information, CLIENT shall have the right to duplicate, use, or disclose the information to the extent provided in the resulting contract. This restriction does not limit, CLIENT’s right to use information contained in this proposal if it is obtained from another source without restriction. The information subject to this restriction is contained on all pages of this proposal.

AUTHORIZATION

If this proposal meets with your approval, please return one (1) executed original to this office. Receipt of the executed proposal will serve as our authorization to proceed. If you have questions, please do not hesitate to contact us.

Sincerely,

Dewberry Engineers Inc.



Andrew N. Bobe, P.E.
Senior Associate, Senior Project Manager

Attachments:

- Attachment A: Standard Hourly Billing Rate Schedule (8/1/2021)
- Attachment B: Standard Terms and Conditions (10/2020)

The foregoing contract with Dewberry Engineers Inc. is accepted:

Please Print Authorized Representative, City of Fairhope

Signature Authorized Representative, Date

Print Title of Authorized Representative



STANDARD HOURLY BILLING RATE SCHEDULE WITH CREW

DEWBERRY	HOURLY RATES
PROFESSIONAL	
Principal	\$315.00
Architect I, II, III	\$95.00, \$110.00, \$125.00
Architect IV, V, VI	\$140.00, \$160.00, \$180.00
Architect VII, VIII, IX	\$195.00, \$215.00, \$235.00
Interior Designer I, II, III, IV	\$90.00, \$105.00, \$120.00, \$150.00
Engineer I, II, III	\$110.00, \$120.00, \$135.00
Engineer IV, V, VI	\$150.00, \$170.00, \$200.00
Engineer VII, VIII, IX	\$220.00, \$235.00, \$255.00
Professional I, II, III	\$95.00, \$115.00, \$135.00
Professional IV, V, VI	\$155.00, \$170.00, \$185.00
Professional VII, VIII, IX	\$200.00, \$225.00, \$245.00
TECHNICAL	
Geographer/GIS I, II, III	\$85.00, \$95.00, \$110.00
Geographer/GIS IV, V, VI	\$130.00, \$145.00, \$160.00
Geographer/GIS VII, VIII, IX	\$185.00, \$210.00, \$250.00
Designer I, II, III	\$100.00, \$120.00, \$140.00
Designer IV, V, VI	\$165.00, \$175.00, \$200.00
CADD Technician I, II, III, IV	\$75.00, \$92.00, \$110.00, \$135.00
Surveyor I, II, III	\$60.00, \$75.00, \$90.00
Surveyor IV, V, VI	\$105.00, \$115.00, \$130.00
Surveyor VII, VIII, IX	\$150.00, \$175.00, \$205.00
Technical I, II, III	\$80.00, \$95.00, \$110.00
Technical IV, V, VI	\$120.00, \$130.00, \$150.00
CONSTRUCTION	
Construction Professional I, II, III	\$120.00, \$145.00, \$170.00
Construction Professional IV, V, VI	\$185.00, \$215.00, \$245.00
Inspector I, II, III	\$80.00, \$105.00, \$125.00
Inspector IV, V, VI	\$140.00, \$155.00, \$175.00
SURVEY FIELD CREWS	
Fully Equipped 1, 2, 3, 4 Person Crews	\$130.00, \$160.00, \$200.00, \$240.00
With Laser Scanner 1, 2 Person	\$180.00, \$210.00
ADMINISTRATION	
Admin Professional I, II, III, IV	\$70.00, \$90.00, \$110.00, \$145.00
Non-Labor Direct Costs	Cost + 15%

**ATTACHMENT B
STANDARD TERMS AND CONDITIONS**

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you, just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

1. **Period of Offer.** Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us. If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.
2. **Scope of Services.** For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Our Services shall not be construed as providing legal, accounting, or insurance services. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
 - a. The correctness or completeness of any document which was prepared by another entity.
 - b. The correctness or completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
 - c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
 - d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.
 - e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
 - f. Site safety or construction quality, means, methods, or sequences.
 - g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
 - h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
 - i. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project.Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.
3. **Your Oral Decisions.** You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven (7) days advance written notice.
4. **Proprietary Rights.** The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. Upon payment in full for our Services, you shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our instruments of service shall not be used by you or others on other projects for any reason or for completion or modification of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights. You shall defend, indemnify and hold us harmless, and release us, from any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of any use (including, without limitation, the means or media of transfer, possession, use, or alteration) of our instruments of service by (i) you, if such use is inconsistent with our reserved rights or this Paragraph 4, or (ii) any third party, regardless of the manner of use, if such third party received our instruments of service directly or indirectly from you (including if we or others have transmitted such instruments of service to the third party at your request or direction, for your benefit, or, and without limiting the foregoing, pursuant to a contractual obligation that is directly or indirectly derived (or flowed down) from a contract to which you have privity).
5. **Fees and Compensation.** If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.
6. **Period of Service.** The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner, and we may then, at our sole option, terminate the Agreement.
7. **Reimbursable Expenses.** Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.
8. **Payment Terms.** We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1 1/4% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason. If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.
9. **Information from You and Public Sources.** You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services.
10. **Plan Processing.** We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance Paragraph 5 above.

Dewberry

11. **Meetings and Conferences.** To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.
12. **Your Claims.** You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
 - a. You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
 - b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
 - c. If we reject the claim, we shall give you written notice of our rejection within 30 days of our receipt of your notice of claim. You shall then have 60 days to give us an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to give us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
 - d. We shall have 60 days from receipt of your expert's written opinion to reevaluate any claim asserted by you. If we again reject such claim, or if the 60-day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.
13. **Hazardous or Toxic Wastes or Substances, Pollution or Contamination.** You acknowledge that Services rendered under this Agreement may be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.
14. **Termination.** Either party may terminate the Agreement if the other party materially breaches the Agreement and does not cure the breach within 7 days after receiving notice of the breach from the non-breaching party. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.
15. **Payment of Other Professionals.** If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.
16. **Assignment and Third-Party Beneficiaries.** Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, provided, however, that we are permitted to (i) employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services, (ii) assign our right to receive compensation under this Agreement, and (iii) transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement does not confer any benefit or right upon any person or entity other than the parties, except that our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement.
17. **Applicable Law and Forum Selection.** The Commonwealth of Virginia's laws shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18, the parties agree that the courts of Fairfax County, Virginia, and the Federal District Court, Eastern District of Virginia, Alexandria Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.
18. **Arbitration of Our Claims for Compensation.** Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Fairfax County, Virginia in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You agree not to assert any counterclaim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 17 above.
19. **Severability.** If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
20. **Limitations on Liability.** In recognition of the relative risks and benefits of the Project to you and us, you agree, that our liability for any loss, damages, property damages or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement or any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, contract, warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, damages, property damages or bodily injury in any manner associated with our services, or any supplementary services in any way related to this Agreement. Notwithstanding anything to the contrary elsewhere in the Agreement, we shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages; or for the cost to add an item or component that we omitted from the instruments of service due to our negligence, to the extent that item or component would have otherwise been necessary, or adds value or betterment, to the Project. Should you find the terms of this Paragraph 20 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk.
21. **Payment of Attorney's Fees.** The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.
22. **Indemnification.** You agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of acts or omissions by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom committed or omitted, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 22 in the event of our sole negligence.
23. **Integration Clause.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.
24. **Notice.** Any notices issued to us shall be sent to our project manager with a copy sent via email to Notices@dewberry.com or mailed to 8401 Arlington Blvd, Fairfax VA 220131, Attn: Legal Department.

STATE OF ALABAMA
COUNTY OF BALDWIN

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This **CONTRACT**, made and entered into this 25th day of October, 2019, by and between the City of Fairhope, Alabama (hereinafter called "**CITY**") acting by and through its governing body, the Fairhope City Council, and **Dewberry Engineers, Inc.** (hereinafter called the "**Engineer**") for

**RFQ No. S014-18 PROFESSIONAL ENGINEERING SERVICES FOR
WASTEWATER COLLECTION AND TRANSMISSION SYSTEM IMPROVEMENTS**

**PHASE 2--PROJECT 2-- Bayou Drive, Fairwood Blvd. and Fairhope Av Transmission System--
IMPROVEMENTS FROM FAIRHOPE AVE AT INGLESIDE TO NORTH HILLS SUBDIVISION**

WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

DEFINITIONS:

The following terms shall have the following meanings:

COUNTY:

Baldwin County, Alabama

CITY:

Fairhope City Council, Mayor, and the officers, agents, and employees of the City of Fairhope, Alabama

PROJECT:

Professional engineering services pertaining to **Project No. SEW002-18** Wastewater Collection and Transmission System Improvements -- **PHASE 2 --PROJECT 2 --Bayou Drive, Fairwood Blvd. and Fairhope Av Transmission System-- IMPROVEMENTS FROM FAIRHOPE AVE AT INGLESIDE TO NORTH HILLS SUBDIVISION**

PART ONE
GENERAL CONDITIONS

- 1.0 The City hereby employs the **ENGINEER** and the **ENGINEER** agrees to perform for the City, those professional services as hereinafter set forth in connection with the following:

PROJECT NUMBER:

SEW002-18 PHASE 2-- PROJECT 2

PROJECT NAME:

Wastewater System Collection and Transmission System Improvements-- PHASE 2--PROJECT 2 -- IMPROVEMENTS FROM FAIRHOPE AVE AT INGLESIDE TO NORTH HILLS SUBDIVISION

PROJECT INFORMATION

Work with the staff of Fairhope Utilities to implement a priority based plan for Wastewater System Improvements. This project involves improvements from FAIRHOPE AVE AT INGLESIDE TO NORTH HILLS SUBDIVISION. This is an extension of Phase I -- Bayou Drive, Fairwood Blvd. and Fairhope Av Transmission System--

The project will consist of upgrading the sewer transmission capacity from Ingleside Drive at Fairhope Avenue along Fairhope Avenue east to Bishop Road, then north on Bishop to Gayfer Av Extension (AKA CR 30), then north on Oberg Road (AKA CR 13) to County Road 104 at North Hills Subdivision. The

area at the North Hills subdivision has a tremendous amount of growth proposed with the improvement of Hwy 181. There are projections of a larger commercial development and several residential developments. This area of the existing sewer system is currently overloaded and needs some improvement to prevent issues with capacity in the collection system. This improvement will include design and installation of a new lift station at North Hills with some participation from the developer. There will also be some proposed improvements at the intermediate school lift station to help improve capacity and provide some redundancy in the collection system

- 1.1 The **ENGINEER** will begin work on the professional services outlined herein upon execution of the Contract and shall pursue the work in a timely manner.
- 1.2 For the purpose of this Contract, the **ENGINEER** represents to the **CITY** that it possesses a Certificate of Authorization issued by the State Board of Licensure for the State of Alabama under the CODE OF ALABAMA, SECTION 34-11, and further certifies that it has the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services as may be required by the **CITY**. Furthermore, the **ENGINEER** will meet all current licensing and certifications necessary to perform the Scope of Work.

PART TWO **PROJECT SCOPE**

- 2.0 **The PROFESSIONAL ENGINEER will be responsible for meeting or exceeding the overall objectives for the requested services including:**

Work with Fairhope Utilities to identify or implement various wastewater system improvements to upgrade the capacity of the system for future growth and to assist in the rehabilitation of certain components on an as needed basis, (see Basic Scope of Services provided by Dewberry)

BASIC SCOPE OF SERVICES (provided by Dewberry see attached) **SECTION 1: PLANNING**

Based on research performed in our previous contract we have gathered information to know that the next project needs to be routed as described above. This is in response to the above mentioned growth anticipated along Hwy 104 up to Hwy 181. The master planning process grew to be much larger than the anticipated scope in the previous contract and rather than expand that scope we stopped and will continue to study the system under this contract to help prioritize improvements.

There is some more detailed information that will have to be gathered via survey and as-built drawings within the proposed project area as it pertains to the existing lift station(s) that may need modifications. It is likely that this project will divert some existing flows being directed to the Country Wood Subdivision to a new master lift station that will be located within the new North Hills Subdivision. We will assist in negotiation between developer and City if any negotiation needs to be made in the short term. There will also be some interconnection between Morphy Road force main and the gravity system on Bishop Road to create some redundancy and options in the event of emergency.

SECTION 2: SURVEY SERVICES

Corridor Survey- Dewberry will provide topographic survey for the proposed routing of the transmission line along with any ancillary information necessary to provided design. This work will include locating all physical features within the corridor with the cooperation of Fairhope Utilities to determine the depth of buried utilities as needed. This will be required in the Hwy 98 Corridor.

The proposed survey will include providing an area topographic survey at the intermediate school lift station, the goal will be to provide improved access at intermediate school to better service the existing lift station, and allow for additional capacity and ease of maintenance in the future.

It may be necessary to execute an easement with the School Board at this location

SECTION 3: Omitted

SECTION 4: ENGINEERING SCOPE OF SERVICES

The professional engineering scope of services to be provided will be based on the following:

GENERAL SERVICES

The Engineer shall perform certain professional engineering services relating to sanitary sewer system improvements as authorized by the City of Fairhope

SURVEY, DESIGN, PERMITTING AND LETTING

1. *Attend meetings regarding proposed project, with City Staff, and any required 115211 Review with the Planning Commission or City Council.*
2. *Prepare preliminary layouts and sketches if needed.*
3. *Prepare preliminary construction cost estimates.*
4. *Field surveys for design and layout, and Master Plan of existing and future contributing areas.*
5. *Design the improvements for the proposed area. Including, but not limited to, sanitary sewer upgrades, potable water upgrades, gas line upgrades, existing drainage infrastructure upgrades.*
6. *Obtain required construction permits and assist with obtaining utility easement, if necessary.*
7. *Prepare detailed contract drawings and specifications for construction.*
8. *Prepare construction estimates of quantities and cost.*
9. *Assembling and mailing Contract Documents on behalf of City of Fairhope.*
10. *Dewberry will assist City of Fairhope in receiving bids.*
11. *The Engineer shall provide pre-qualification requirements for the general contractors.*
12. *The Engineer shall conduct a pre-bid meeting with the qualified contractors.*
13. *Tabulate bids and make recommendations concerning award.*
14. *Dewberry will assist City of Fairhope in award of the Contract.*
15. *Provide Construction Engineering and Inspections services for the project as designed.*

Work Not Included

Special services, unless specifically stated in the established Project Scope, such as laboratory testing of materials, subsurface borings and activities of a similar nature, which require specialized equipment and technicians are not part of this Agreement. These special services also include the performance of property, or boundary surveys, services on calculations of special assessment, or operating manuals and operator training. The ENGINEER is not responsible under this Agreement to audit contractor's payrolls or records, or to check payrolls for compliance with wage rates or to act as foreman, superintendent, safety engineer, or for the safety of the contractors personnel, or to enforce governmental clauses made part of the construction contract as to consideration of the City of Fairhope receiving governmental loans or grants.

SPECIAL SERVICES

At the written request of the City of Fairhope, the Engineer shall accomplish such special services as required by the City of Fairhope. When the Engineer is requested to provide special services, such services may be provided by Engineer's own forces or through subcontracts with other professionals. However, contracts with other professionals for special services must have the written approval of the City of Fairhope before the work is initiated. Special services which may be required include, but are not necessarily limited to the following:

- A. *Land Surveys and Engineering as necessary to establish property boundaries and prepare descriptions and prepare property maps required for property right-of-way or easement acquisition purposes outside of the services in the scope of work.*
- B. *Soils and Material Investigations including test borings, laboratory and field testing of soils and materials and related reports as required for design and construction quality control purposes.*
- C. *Assistance of the City of Fairhope as expert witness in litigation arising from development or construction of any project.*
- D. *Accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the City of Fairhope.*
- E. *Any other services not expressly called out in the scope of work.*
- F. *Pipe video and cleaning by sub-contractor.*

Special services can be provided upon request at the established hourly rates as shown in the attached rate schedule.

SECTION 4A: DESIGN STEPS AND APPROACH with PERCENTAGE OF COMPLETION ALLOCATIONS

The following steps shall be completed for the project planning, route surveying, engineering design, permitting and bidding services.

1. *EVALUATION/COORDINATION (10% Project fees)*
 - a. *Coordination with City of Fairhope on details for the sanitary sewer system route, specifications of materials and connections.*
 2. *PERFORM ROUTE SURVEYING (20% Project fees)*
 - a. *Establish a construction baseline and construction stationing;*
 - b. *Locations of existing utilities, drainage structures, wetlands, roadways and right-of-ways;*
 - c. *Preparation of sanitary sewer system route drawings all the above items;*
 3. *PREPARE SEWER SYSTEM CONSTRUCTION PLANS (46% Project fees)*
 - a. *Coordination with City of Fairhope staff for review and approval;*
 - b. *Prepare material specifications.*
 4. *PERMITTING (9% Project fees)*
 - a. *Prepare, submit and obtain approval for ADEM NOR permit for construction.*
 5. *ADVERTISE PROJECT (5% Project fees)*
 - a. *Prepare advertisement for bid in as required by Title 39 requesting Alabama General Contractors to bid on the project sanitary sewer system on a designated date and time.*
 6. *PRE-QUALIFICATION (5% Project fees)*
 - a. *The Engineer shall provide pre-qualification requirements for the general contractors.*
 - b. *The Engineer shall conduct a pre-bid meeting with prospective contractors.*
 7. *AWARDING CONSTRUCTION CONTRACT (5% Project fees)*
 - a. *The project engineering will provide a bid tabulation of all bids received from the contractors;*
 - b. *Based on the bid tabulation, a recommendation for awarding the contract will be made to the Utility Board's for their approval.*
- 2.1 The **ENGINEER** will provide the professional engineering services required to complete any such project related to the scope of work and other tasks as may be required as the Engineer of Record for such project.
 - 2.2 The **ENGINEER** will provide all estimates, drawings, plans, and specifications, approved by signature and stamped by the **ENGINEER** as necessary.

- 2.5 The **ENGINEER** will work closely with the Project Manager, **Richard Peterson, Director of Operations**, as well as other **CITY** officials.
- 2.6 The **ENGINEER** will perform professional services only and will not be a participant in any construction
- 2.7 **A separate CE & I agreement will be addressed upon completion of the design, bid and award of this Work associated with this project.**

PART THREE **PAYMENT**

- 3.0 The **CITY** agrees to pay the **ENGINEER** as compensation for such professional services in accordance with the rates as indicated on Exhibit "A" FEE SCHEDULE and letter of contract intent attached to this document, and based on the estimated project construction value of \$1,800,000.00, an amount not to exceed **ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000.00) for work associated with DESIGN ENGINEERING SERVICES.**
- 3.1 All other expenses actually and necessarily incurred such as, but not limited to telephone calls, extra reproductions of prints, photographs, drawings, specifications, and other documents required for the proper execution of the extra services so required by the **CITY**, shall be included in the "not-to-exceed" amount as listed in item 3.0.
- 3.2 If this **PROJECT** is suspended or abandoned by the **CITY** for good cause other than under the provisions of item 3.3 hereunder, or for cause beyond the reasonable control of the **CITY**, then the **CITY** shall pay the **ENGINEER** for the services theretofore rendered on the **PROJECT**, such payment to be based as far as possible on the fee schedule as established in this agreement, and the portion of the **ENGINEER'S** services which were completed before the **PROJECT** was suspended or abandoned.
- 3.3 In the event of failure by the **ENGINEER** to perform any and/or all of the **ENGINEER'S** obligations in a prompt and efficient manner satisfactory to the **CITY**, the **CITY** will have the right to summarily terminate this agreement by giving the **ENGINEER** written Notice of such termination, after which the **CITY** may employ professional engineering services of its choice to complete the **PROJECT** and the **ENGINEER** will reimburse the **CITY** any additional costs which may result for such termination and employment of other professional engineering services. Failure by the **ENGINEER** to furnish the required construction plans, or to perform any other specific duty required by this Contract shall constitute cause for termination by the **CITY** under this provision. Failure by the **CITY** to exercise this right to so terminate this agreement for any such default by the **ENGINEER** shall not constitute a waiver by the **CITY** of its right to so terminate this Contract for any subsequent default.

PART FOUR **INDEMNIFICATION AND INSURANCE**

- 4.0 The **ENGINEER** shall be responsible for all damage to life and property due to activities of the **ENGINEER** and the sub-consultant, agents or employees of **ENGINEER** in connection with their service under this **CONTRACT**. The **ENGINEER** specifically agrees that the subcontractors, agents, or employees of **ENGINEER** shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is understood and agreed by **ENGINEER** to the fullest extent permitted by law, the **ENGINEER** shall defend, indemnify, and hold harmless the **CITY**, and its agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by the negligent acts or omissions of the **ENGINEER** or anyone directly or indirectly employed by **ENGINEER** or anyone for whose acts **ENGINEER** may be liable. Such indemnity shall not be limited by reason of any insurance coverage provided.

- 4.1 The **ENGINEER**, at its sole expense, shall obtain and maintain in force the following insurance to protect the **ENGINEER** and the **CITY** for all acts performed pursuant to this agreement. The limits and coverage specified are the minimum to be maintained are not intended to represent the correct insurance needed to fully protect the **ENGINEER**.
- 4.2 All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A-VII and must be acceptable to the **CITY**. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the **CITY** for prior approval.
- 4.3 **NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED BY THE CITY.**
- 4.4 **Worker's Compensation and Employers Liability**
 Part One: Statutory Benefits as required by the State of Alabama
 Part Two: Employers Liability \$1,000,000 Each Accident
 \$1,000,000 Each Employee
 \$1,000,000 Policy Limit
- 4.5 **Commercial General Liability**
 Coverage on an Occurrence Form with a combined single limit (Bodily Injury and Property Damage combined) as follows:
 Each Occurrence \$1,000,000
 Personal and Advertising Injury \$1,000,000
 Products/completed Operation Aggregate \$2,000,000
 General Aggregate \$2,000,000
 Coverage to Include;
 Premises and operations
 Personal Injury and Advertising Injury
 Products/completed Operations
 Independent Contractors
 Blanket Contractual Liability
 Broad Form Property Damage
- 4.6 **Automobile Liability**
 Covering all Owned, Non-Owned, and Hired vehicles with a combined single limit (bodily injury and property damage combined) of \$1,000,000 each accident. The Policy shall name the **CITY** as an Additional Insured.
- 4.7 **Professional Liability (Errors and Omissions)**
 Coverage shall be maintained during design, construction and for two (2) years after completion and acceptance by the **CITY**.
 Limits of Liability:
 Each claim \$1,000,000
 Aggregated \$1,000,000
- 4.8 The **ENGINEER** shall name the **CITY**, its employees and agents as Additional Insured. Liability insurance as required by this contract to provide cross-liability coverage.
- 4.9. **Certificate of Insurance**
 A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the **CITY** **PRIOR** to commencement of any work on the Contract. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation to the **CITY**. The project number on which the **ENGINEER** is working must be included in the description section of the Certificate. The City of Fairhope will be listed as an Additional Insured under the **ENGINEER'S** general liability insurance and automobile liability insurance policies, and all other applicable policies, and certificates of insurance provided.

PART FIVE
REVIEWS AND SUBMITTALS

- 5.0 The **CITY** will review all submittals made during the contract period. The purpose and scope of this review will be limited to determination of the work for the sole purpose of approving payment to the **ENGINEER** and to otherwise determine Contract compliance for the purpose of approving fee requests and determining the **PROJECT** costs. The **CITY** is relying on the skill, care, experience, diligence, and professional expertise of the **ENGINEER** to perform the required work with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the **CITY** to exercise independent engineering judgment or to verify the calculations, assumptions, and engineering judgment employed by the **ENGINEER**.

PART SIX
MISCELLANEOUS

- 6.0 This Contract shall be effective on the date of its execution.
- 6.1 The following portions of the City of Fairhope **STANDARD TERMS AND CONDITIONS** (see PART SEVEN) are hereby made a part of this Contract as if said terms are fully set out herein:
- (1) ACCEPTANCE OF AGREEMENT, (5) APPLICABLE LAW, (6) ASSIGNMENT, (13) BUSINESS LICENSE, (14) CANCELLATION OF CONTRACT, (23) FORCE MAJEURE, (28) INSURANCE, (36) NON DISCRIMINATION, (37) NON-EXCLUSIVE, (38) NOTIFICATION AND ACCIDENT REPORTS, (50) RIGHT TO AUDIT, (58) TERMINATION FOR CONVENIENCE, (59) TERMINATION FOR DEFAULT, (60) TERMINATION FOR NON-APPROPRIATION, (65) IMMIGRATION LAW.
- 6.2 The **CITY** and the **ENGINEER** each binds itself, its successors and assigns, to all covenants of this agreement. Except as above, neither the **CITY** nor the **ENGINEER** shall assign, sub-let, or transfer his or its interest in this agreement without the written consent of the other party hereto and concurrence therein.

PART SEVEN
CITY OF FAIRHOPE, ALABAMA
STANDARD TERMS AND CONDITIONS

1. ACCEPTANCE OF AGREEMENT

This Agreement contains all terms and conditions agreed upon by the Owner and Engineer (awarded vendor). No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto. The Winning Bidder shall not employ Subcontractors without the express written permission of the Owner. No waiver, alteration, consent or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the Owner and Contractor. This Agreement shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

5. APPLICABLE LAW

This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama. Any litigation arising out of the Agreement shall be heard in the Courts of Baldwin County, Alabama.

6. ASSIGNMENT

The awarded vendor shall not assign the Contract / Agreement /Purchase Order or sublet it as a whole without the express written permission of the City of Fairhope. The awarded vendor shall not assign any payment due them hereunder, without the express written permission of City of Fairhope. The City of Fairhope may assign the Contract / Agreement / Purchase Order, or sublet it as a whole, without the consent of the awarded vendor.

13. BUSINESS LICENSE

The vendor selected to enter into a Contract / Agreement with the City of Fairhope must be licensed to do business in the City of Fairhope prior to commencement of any work under the contract. Delivery of goods or services to the City of Fairhope by Purchase Order have detailed and varied Business License requirements. In all instances that require a business license. Awarded vendor will provide proof of possessing a current City of Fairhope Business License. Prospective bidders will not be required to possess a City of Fairhope Business License prior to award.

14. CANCELLATION OF / CONTRACT / AGREEMENT / PURCHASE ORDER / LEASE

A purchase order can be canceled in whole or in part when awarded vendor fails to deliver or perform as specified. Cancellation of a purchase order can only be made by a written purchase order change (POC) from the City of Fairhope. A term contract, lease or agreement can be canceled by the City of Fairhope, for justifiable cause, or convenience, by written notice.

23. FORCE MAJEURE

Neither the City nor the awarded vendor shall be deemed in breach of any contract / Purchase Order or Agreement which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other immediately in writing of the cause of such after the beginning period thereof. The awarded vendor may request cancellation and the City of Fairhope may grant the request if performance is prevented by any of the above referenced causes, or other unavoidable circumstances not attributable to the fault or negligence of the vendor. The burden of proof for such relief rests with the vendor. All correspondence pertaining to cancellation of a purchase order or term contract must be addressed to the City of Fairhope Purchasing Manager.

28. INSURANCE

If a Contract / Agreement / Purchase Order results from this RFQ / ITB / RFP, or other form of solicitation, the awarded vendor shall maintain such insurance as will indemnify and hold harmless the City of Fairhope from Workmen's Compensation and Public Liability claims from property damage and personal injury, including death, which may arise from the awarded vendor's operations under this Contract / Agreement / Purchase Order, or by anyone directly or indirectly employed by him/her.

36. NON-DESCRIMINATION

The City of Fairhope is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract / Agreement / Purchase Order documents in this regard. The City also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

37. NON-EXCLUSIVE

Unless otherwise specified, this Contract / Agreement / Purchase Order is considered a non-exclusive Contract / Agreement / Purchase Order between the parties.

38. NOTIFICATION AND ACCIDENT REPORTS

In the event of accidents of any kind, in the performance of a Contract / Agreement / Purchase Order, the awarded vendor shall notify the City of Fairhope immediately and furnish, without delay, copies of all such accident reports to the City of Fairhope. If in the performance of their Work, the awarded vendor fails to immediately report an accident to the City of Fairhope, of which the awarded vendor has knowledge of and which results in a fine levied against the City of Fairhope then the awarded vendor shall be responsible for all fines levied against the City of Fairhope.

50. RIGHT TO AUDIT

The awarded vendor shall maintain documentation of all work performed. The awarded vendor shall make any and all documentation available to the City of Fairhope at all reasonable times, for inspections and audit by the City of Fairhope, during the entire term of the Contract / Agreement / Purchase Order and for a period of Three (3) years after expiration of the Contract / Agreement / Purchase Order.

58. TERMINATION FOR CONVENIENCE

Any Contract / Agreement / Purchase Order may be terminated for convenience by the City of Fairhope, in whole or in part, by written notification to the awarded vendor.

59. TERMINATION FOR DEFAULT

Performance of Work under the Contract / Agreement / Purchase Order Agreement may be terminated by the City of Fairhope, in whole or in part, in writing, whenever the City of Fairhope determines that the awarded vendor has failed to meet the requirements of the Contract / Agreement / Purchase Order.

60. TERMINATION FOR NON-APPROPRIATION

Termination for Non-appropriation – The continuation of any financial obligation beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the local source, State Legislature and/or federal sources. The City of Fairhope may terminate any financial obligation, and awarded vendor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City of Fairhope's funding from local, State and/or federal sources is not appropriated, withdrawn or limited.

65. IMMIGRATION LAW

The Contractor agrees that it shall comply with all of the requirements of the **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535**, Alabama Code (1975) Section 31-13-1, et. Seq., (also known as the Alabama Immigration Act) see Section 31-13-9, and the provisions of said Act, including all penalties for violation thereof, are incorporated herein.

PART EIGHT
Alabama Immigration Act Contract Requirements

1.0 Background

The **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535, as amended by Act No 2012-491, Code of Alabama (1975) Section 31-13-1 through Section 31-13-30** (also known as and hereinafter referred to as "the Alabama Immigration Act") is applicable to contracts with the City of Fairhope, Alabama. All business entities entering into contracts with the City of Fairhope, Alabama will comply with the Alabama Immigration Act.

2.0 Definitions

ALIEN. Any person who is not a citizen or national of the United States, as described in 8 U.S.C. § 1101, et seq., and any amendments thereto.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. Business entity shall include but not be limited to the following:

- a. Self-employed individuals, business entities filling articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, an any business entity that is operating unlawfully without a business license.

CONTRACTOR. A person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include, but not be limited to, a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity.

EMPLOYEE. Any person directed, allowed, or permitted to perform labor or service of any kind by an employer. The employees of an independent contractor working for a business entity shall not be regarded as the employees of the business entity, for the purposes of this chapter. This term does not include any inmate in the legal custody of the state, a county, or a municipality.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

E-VERIFY. The electronic verification of federal employment authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, P.L. 104-208, Division c, Section 403 (a); 8 U.S.C. §1324(a), and operated by the United States Department of Homeland Security, or its successor program.

STATE-FUNDED ENTITY. Any governmental entity of the state or a political subdivision thereof or any other entity that receives any monies from the state or a political subdivision thereof; provided, however, an entity that merely provides a service or a product to any governmental entity of the state or a political subdivision thereof, and receives compensation for the same, shall not be considered a state-funded entity.

SUBCONTRACTOR. A person, business entity, or employer who is awarded a portion of an existing contract by a contractor, regardless of its tier.

UNAUTHORIZED ALIEN. An alien who is not authorized to work in the United States as defined in 8 U.S.C. § 1324a (h) (3) .

3.0 Mandatory Clause

All contracts or agreements to which the state, a political subdivision, or state-funded entity are a party shall include the following clause:

"By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

For purposes of this section, "Contract" shall mean a Contract awarded by the state, any political subdivision thereof, or any state-funded entity that was competitively bid or would, if entered into, by the state or an agency thereof, be required to be submitted to the Contract Review Permanent Legislative Oversight Committee.

4.0 Contracts Involving Business Entity, or Employer

As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the state of Alabama, **the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program.** During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

5.0 Contracts Involving Subcontracting

Any subcontractor on a project paid for by contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and shall also enroll in the E-Verify program prior to performing any work on the project. Furthermore, during the performance of the Contract, the subcontractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor.

6.0 Proof of E-Verify documentation will be in the form of a copy of the signed Memorandum of Understanding (MOU) generated upon completion of the E-Verify program.

Section 41-16-5, Code of Alabama 1975, requires that public contracts over \$15,000 include the following language:

By signing this Contract, DEWBERRY ENGINEERS, INC. represents and agrees that it
COMPANY NAME
is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade

IN WITNESS WHEREOF, the parties hereto have executed this contract in triplicate on the day and year first above written.

CITY OF FAIRHOPE

BY: [Signature]
Karin Wilson, Mayor

ATTEST: [Signature]
Lisa A Hanks, MMC, City Clerk

NOTARY FOR THE CITY:

STATE OF ALABAMA }
COUNTY OF BALDWIN }

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

Given under my hand and Notary Seal on this the 25th day of October, 2019

Notary Public [Signature]
My Commission Expires 04/11/2020

PROFESSIONAL ENGINEER SIGNATURES

If Corporation or LLC

Company DEWBERRY ENGINEERS INC

State of Incorporation NEW YORK

Company Representative ANDREW N. BOSE
(PRINT Name of Representative Authorized to sign Bids and Contracts for the firm)

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

(Address) 25353 FRIENDSHIP RD DAPHNE AL 36526

(Address) _____

Phone No: () 251-929-9781 Fax () 251-929-9815

E-Mail ABOSE@DEWBERRY.COM

Professional License 30021

NOTARY FOR CORPORATE PROFESSIONAL ENGINEER

STATE OF Alabama }

County of Baldwin }

I, WANDA LACOSTE, a Notary Public in and for the said State and County, hereby

certify that ANDREW N. BOBE whose name as Senior Associate

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

Given under my hand and Notary Seal on this 21 day of October, 2019



Notary Public Wanda LaCoste

My Commission Expires 11-21-2020

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

**RFQ NO. PS014-18
PROFESSIONAL ENGINEERING SERVICES FOR
WASTEWATER COLLECTION AND TRANSMISSION
SYSTEM IMPROVEMENTS**

**Project No. SEW002-18
WASTEWATER COLLECTION AND TRANSMISSION
SYSTEM IMPROVEMENTS**

**Part #2 Bayou Drive, Fairwood Blvd, and Fairhope Av
Transmission System**

**City of Fairhope
Karin Wilson, Mayor**

Jack Burrell, Council President

Set 1

STATE OF ALABAMA}
COUNTY OF BALDWIN}

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This **CONTRACT**, made and entered into this 21st day of June, 2018, by and between the City of Fairhope, Alabama (hereinafter called "**CITY**") acting by and through its governing body, the Fairhope City Council, and Dewberry Engineers, Inc. (hereinafter called the "**Engineer**") for

**RFQ No. S014-18 PROFESSIONAL ENGINEERING SERVICES FOR
WASTEWATER COLLECTION AND TRANSMISSION SYSTEM IMPROVEMENTS**

Part 2 Bayou Drive, Fairwood Blvd. and Fairhope Av Transmission System

WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

DEFINITIONS:

The following terms shall have the following meanings:

COUNTY: Baldwin County, Alabama

CITY: Fairhope City Council, Mayor, and the officers, agents, and employees of the City of Fairhope, Alabama

PROJECT: Professional engineering services pertaining to **Project No. SEW002-18 Wastewater Collection and Transmission System Improvements -- Part 2 Bayou Drive, Fairwood Blvd. and Fairhope Av Transmission System**

PART ONE
GENERAL CONDITIONS

- 1.0 The City hereby employs the **ENGINEER** and the **ENGINEER** agrees to perform for the City, those professional services as hereinafter set forth in connection with the following:

PROJECT NUMBER: SEW002-18

PROJECT NAME: Wastewater System Collection and Transmission System Improvements— Part 2 Bayou Drive, Fairwood Blvd. and Fairhope Av Transmission System

PROJECT INFORMATION Work with the staff of Fairhope Utilities to Implement a priority based plan for Wastewater System Improvements on an individual project basis, as needed.

The project will consist of upgrading the sewer transmission capacity for the Bayou Drive Transmission line from the "Dog House" lift station to the treatment plant. This corridor currently has an 18" gravity sewer line that has been determined to be at capacity by a recent sewer study by GMC.

The contributing area for the Dog House lift station is the primary feed to the transmission Bayou Transmission line has a contributing service area of approximately 9 square miles currently. In order to

properly size the proposed improvement, an understanding of the routing of the entire sewer system up stream of the Dog House lift station needs to be accurately mapped. Once mapping process is complete then planning on how to make improvements within this area that can begin, both improving the functionality of the existing infrastructure, and providing increased capacity with the newly proposed infrastructure. A map of the known contributing area for the Dog House Lift Station and Bayou Drive transmission line are shown on the next page.

- 1.1 The **ENGINEER** will begin work on the professional services outlined herein upon execution of the Contract and shall pursue the work in a timely manner.
- 1.2 For the purpose of this Contract, the **ENGINEER** represents to the **CITY** that it possesses a Certificate of Authorization issued by the State Board of Licensure for the State of Alabama under the CODE OF ALABAMA, SECTION 34-11, and further certifies that it has the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services as may be required by the **CITY**. Furthermore, the **ENGINEER** will meet all current licensing and certifications necessary to perform the Scope of Work.

PART TWO **PROJECT SCOPE**

- 2.0 **The PROFESSIONAL ENGINEER will be responsible for meeting or exceeding the overall objectives for the requested services including:**

Work with Fairhope Utilities to identify or implement various wastewater system improvements to upgrade the capacity of the system for future growth and to assist in the rehabilitation of certain components on an as needed basis, (see Basic Scope of Services provided by Dewberry)

***BASIC SCOPE OF SERVICES** (provided by Dewberry see attached)*

MASTER PLAN

Research and explore existing as-built files, along with field investigation and interviews of existing City of Fairhope personnel to establish and accurately map the existing infrastructure and how it routes within the current service area. Determine potential connection points along the periphery of the current service area to incorporate future growth.

This work is necessary to determine how best to improve the transmission line within the prescribed corridor. The master planning will also help identify other specific points of concern within the system to help the City of Fairhope prioritize potential future improvements as the City continues to move toward making marked improvements to its current infrastructure.

It is known that another project is being let to provide GIS mapping for the Fairhope utility infrastructure. It is requested that any information that is captured that could be mutually beneficial for the City of Fairhope, Dewberry or the other consultant working on the GIS project be shared.

SURVEY SERVICES

Corridor Survey- Dewberry will provide topographic survey for the proposed routing of existing Bayou Transmission line along with any ancillary information necessary to provided design. This work will include locating all physical features within the corridor with the cooperation of Fairhope Utilities to determine the depth of buried utilities via Ground Penetrating Radar (GPR). There may be call out situations for elevations on structures within the overall contributing area for the Dog House lift station.

ENGINEERING SCOPE OF SERVICES

The professional engineering scope of services to be provided will be based on the following:

GENERAL SERVICES

The Engineer shall perform certain professional engineering services relating to sanitary sewer system improvements as authorized by the City of Fairhope

Survey, Design, Permitting and Letting

1. *Attend meetings regarding proposed project, with City Staff, and any required 115211 Review with the Planning Commission or City Council.*
2. *Prepare preliminary layouts and sketches if needed.*
3. *Prepare preliminary construction cost estimates.*
4. *Field surveys for design and layout, and Master Plan of existing and future contributing areas.*
5. *Design the improvements for the proposed area. Including, but not limited to, sanitary sewer upgrades, potable water upgrades, gas line upgrades, existing drainage infrastructure upgrades.*
6. *Obtain required construction permits and assist with obtaining utility easement, if necessary.*
7. *Prepare detailed contract drawings and specifications for construction.*
8. *Prepare construction estimates of quantities and cost.*
9. *Assembling and mailing Contract Documents on behalf of City of Fairhope.*
10. *Dewberry will assist City of Fairhope in receiving bids.*
11. *The Engineer shall provide pre-qualification requirements for the general contractors.*
12. *The Engineer shall conduct a pre-bid meeting with the qualified contractors.*
13. *Tabulate bids and make recommendations concerning award.*
14. *Dewberry will assist City of Fairhope in award of the Contract.*
15. *Provide Construction Engineering and Inspections services for the project as designed.*

DESIGN STEPS AND APPROACH with PERCENTAGE OF COMPLETION ALLOCATIONS

The following steps shall be completed for the project planning, route surveying, engineering design, permitting and bidding services.

1. **EVALUATION/COORDINATION (10% Project fees)**
 - a. *Coordination with City of Fairhope on details for the sanitary sewer system route, specifications of materials and connections.*
2. **PERFORM ROUTE SURVEYING (20% Project fees)**
 - a. *Establish a construction baseline and construction stationing;*
 - b. *Locations of existing utilities, drainage structures, wetlands, roadways and right-of-ways;*
 - c. *Preparation of sanitary sewer system route drawings all the above items;*
3. **PREPARE SEWER SYSTEM CONSTRUCTION PLANS (50% Project fees)**
 - a. *Coordination with City of Fairhope staff for review and approval;*
 - b. *Prepare material specifications.*
4. **PERMITTING (5% Project fees)**
 - a. *Prepare, submit and obtain approval for ADEM NOR permit for construction*
5. **ADVERTISE PROJECT (5% Project fees)**
 - a. *Prepare advertisement for bid in as required by Title 39 requesting Alabama General*

Contractors to bid on the project sanitary sewer system on a designated date and time.

6. PRE-QUALIFICATION (5% Project fees)
 - a. The Engineer shall provide pre-qualification requirements for the general contractors.
 - b. The Engineer shall conduct a pre-bid meeting with prospective contractors.
 7. AWARDING CONSTRUCTION CONTRACT (5% Project fees)
 - a. The project engineering will provide a bid tabulation of all bids received from the contractors;
 - b. Based on the bid tabulation, a recommendation for awarding the contract will be made to the Utility Board's for their approval.
- 2.1 The **ENGINEER** will provide the professional engineering services required to complete any such project related to the scope of work and other tasks as may be required as the Engineer of Record for such project.
 - 2.2 The **ENGINEER** will provide all estimates, drawings, plans, and specifications, approved by signature and stamped by the **ENGINEER** as necessary.
 - 2.5 The **ENGINEER** will work closely with the Project Manager, **Richard Peterson, Director of Operations**, as well as other **CITY** officials.
 - 2.6 The **ENGINEER** will perform professional services only and will not be a participant in any construction
 - 2.7 A separate CE&I agreement will be addressed upon completion of the design, bid and award of this Work associated with this project.

PART THREE
PAYMENT

3.0 The **CITY** agrees to pay the **ENGINEER** as compensation for such professional services in accordance with the rates as indicated on Exhibit "A" FEE SCHEDULE and letter of contract intent attached to this document, and based on the estimated project construction value of \$1,800,000.00, an amount not to exceed **TWO HUNDRED THIRTY-SEVEN THOUSAND DOLLARS (\$237,000.00)** for work associated with **ENGINEERING SERVICES** which includes design, CE&I and contributions to the Master plan for these improvements for Project #2.

Service	Cost
Design Fee	\$99,000.00
Master Plan for Contributing Area	\$21,000.00
CE&I	\$117,000.00
Total	\$237,000.00

- 3.1 All other expenses actually and necessarily incurred such as, but not limited to telephone calls, extra reproductions of prints, photographs, drawings, specifications, and other documents required for the proper execution of the extra services so required by the **CITY**, shall be included in the "not-to-exceed" amount as listed in item 3.0.
- 3.2 If this **PROJECT** is suspended or abandoned by the **CITY** for good cause other than under the provisions of item 3.3 hereunder, or for cause beyond the reasonable control of the **CITY**, then the **CITY** shall pay the **ENGINEER** for the services theretofore rendered on the **PROJECT**, such payment to be based as far as possible on the fee schedule as established in this agreement, and the portion of the **ENGINEER'S** services which were completed before the **PROJECT** was suspended or abandoned.
- 3.3 In the event of failure by the **ENGINEER** to perform any and/or all of the **ENGINEER'S** obligations in a prompt and efficient manner satisfactory to the **CITY**, the **CITY** will have the right to summarily terminate this agreement by giving the **ENGINEER** written Notice of such termination, after which the **CITY** may employ professional engineering services of its choice to complete the **PROJECT** and the **ENGINEER** will reimburse the **CITY** any additional costs which may result for such termination and employment of other professional engineering services. Failure by the **ENGINEER** to furnish the required construction plans, or to perform any other specific duty required by this Contract shall constitute cause for termination by the **CITY** under this provision. Failure by the **CITY** to exercise this right to so terminate this agreement for any such default by the **ENGINEER** shall not constitute a waiver by the **CITY** of its right to so terminate this Contract for any subsequent default.

CITY OF FAIRHOPE

CONTRACT DOCUMENTS

Amendment #1

**RFQ PS014-18 Professional Engineering Services for Multiple Wastewater
Collection and Transmission System Improvements**

**Part 2 – Bayou Drive, Fairwood Boulevard, and Fairhope Avenue
Transmission Systems**

for

Sewer Department

**Karin Wilson, Mayor
Fairhope City Council
Jack Burrell, Council President**

Set 1

City of Fairhope

AMENDMENT #1

to

RFQ PS014-18 Professional Engineering Services for Multiple Wastewater Collection
and Transmission System Improvements
Part #2 Bayou Drive, Fairwood Blvd, and Fairhope Av Transmission System

This Amendment #1 to Contract is made and entered into by and between the CITY OF FAIRHOPE, ALABAMA
and Dewberry Engineers, Inc, on this 17th day of September, 2019

Recitals

WHEREAS, Dewberry Engineers, Inc was awarded a Contract to **implement, on a sliding scale basis (see attached), a priority based plan for Wastewater System Improvements on an individual project basis for Bayou Drive, Fairwood Blvd, and Fairhope Av transmission systems** for the CITY OF FAIRHOPE on **June 21, 2018**; and WHEREAS, the intent of the Contract was to adjust the fee on a sliding scale for this work based on the actual cost of the work, the CITY OF FAIRHOPE, ALABAMA now has need for an amendment to adjust the fees in accordance with verbiage in the Bid for this ongoing project; and

WHEREAS, Dewberry Engineers, Inc has submitted an invoice for the amount based on the actual Bid Response (once it was put out for bid) that was submitted by the Contractor to whom the Bid was awarded at **\$268,183.43**, which is more than the original pre-bid estimate of \$237,000.00. The request is an estimated amount of **increase of THIRTY-ONE THOUSAND ONE HUNDRED EIGHTY-THREE DOLLARS AND FORTY-THREE CENTS (\$31,183.43)** to Dewberry Engineers, Inc for those additional costs related to the percentage schedule for the actual project construction value (increase in Design fee of \$13,844.61 and increase in CE&I fee of \$17,338.82). **The new total amount of the professional contract will be \$268,183.43.**

Agreement

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

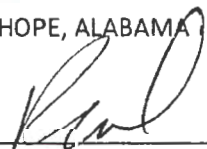
1. AMEND this contract to include the request for additional funds, as per contract, based on actual Bid amount awarded.

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

CITY SIGNATURE

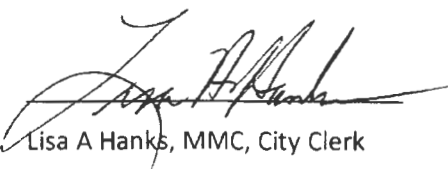
CITY OF FAIRHOPE, ALABAMA

BY:



Karin Wilson, Mayor

Attest:



Lisa A Hanks, MMC, City Clerk

NOTARY FOR THE CITY OF FAIRHOPE:

STATE OF ALABAMA]
COUNTY OF BALDWIN]

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

Given under my hand and notarial seal on this the 17th day of September 2019.

NOTARY PUBLIC Rosanna Gayle Fogarty
My Commission Expires 04/11/2020

If Corporation, Partnership, or Joint Venture

Dewberry Engineers Inc
Name of Corporation, Partnership, or Joint Venture

By: [Signature] SR. ASSOCIATE
Signature of Officer Authorized to Sign Bids and Contracts for the Firm Position or Title

ABDGE @ DEWBERRY.COM
Email Address

25353 ~~SP~~ FRIENDSHIP RD
Business Mailing Address

DAPHNE AL 36526
City, State, Zip Code

N/A
General Contractor's License Number

N/A
Foreign Corporation Entity ID
(Required of out-of-state vendors)

NOTARY

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, the undersigned authority in and for said State and County, hereby certify that

Andrew Bohe , as Senior Associate
Type or Print Name of Bid Signer Type or Print Bid Signer Title

Respectively, of Dewberry Engineers, Inc
Type or Print Company Name

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

Given under my hand and Notary Seal on this 17 day of Sept, 2019.

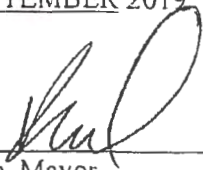
Notary Public Narda LaCosta

My Commission Expires 11-21-2020

RESOLUTION NO. 3508-19

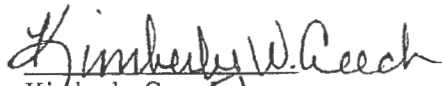
BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that City Council approves Dewberry Engineers, Inc. for an increase to the Professional Engineering Services for Project # 2: Bayou Drive, Fairwood Blvd, and Fairhope Avenue Transmission System (RFQ No. PS014-18); due to revising the contract language by removing the "NOT-TO-EXCEED" phrase and using "Percent Construction Cost" and correct the Resolution verbiage to match the Contract language (See attached description); and authorizes Mayor Karin Wilson to execute Amendment No. 1 to the Contract with a Percent Construction Cost of \$31,183.43 to determine the fees for the Engineer as represented in the contract, thereby increasing the new estimated total amount for the project to be \$268,183.43.

DULY ADOPTED THIS 9TH DAY OF SEPTEMBER 2019.



Karin Wilson, Mayor

Attest:



Kimberly Creech,
City Treasurer

RESOLUTION NO. _____

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

[1] That the City of Fairhope approves the procurement of 876 Gas Pressure Regulators for the Gas Department for inventory to be purchased from M. T. Deason as Sole Source Provider in the State of Alabama and is the authorized Itron Gas Utility Distributor. The units must fit into our existing standardized system; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The total cost will be \$26,222.76.

Adopted on this 11th day of October, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 10/1/2021

Please return this Routing Sheet to Treasurer by: ASAP

OCT 5 '21 4:08:54

Handwritten initials/signature

Project Name: Procurement of Pressure Regulators

Project Location: Gas

Presented to City Council: 10/11/2021

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

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 26,222.76

Vendor: MT Deason of ISCO, 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 IT-16
Fac Maint-45 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone-12 Adult Rec-30

Project will be:

Expensed
Capitalized
Inventoried XXX

Funding Source:

Operating Expenses
Budgeted Capital
Unfunded

Expense Code: 002-14015
G/L Acct Name: Inventory

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

Project Budgeted: \$ 26,222.76 Draft Budget FY2022

Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ -

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

Capital Lease: _____ Payment _____ Term _____

Comments: Items are exempt from formal bidding per Code of Alabama 1975, Section 41-16-51 (b)(7)

City Council Prior Approval/Date? _____

Senior Accountant	City Treasurer	Mayor
Purchasing Memo Date: <u>9/21/2021</u>	Purchasing Memo Date: <u>9/21/2021</u>	Delivered To Date: <u>10/1/2021</u>
Request Approved Date: <u>10/1/2021</u>	Request Approved Date: <u>10/1/2021</u>	Approved Date: <u>10/1/2021</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 Accountant
Kimberly Creech, Treasurer

Sherry Sullivan
Mayor

From: 
Cody Pierce, Purchasing Manager

Date: September 21, 2021

RE: Green Sheet and Council Approval of over \$10,000 budgeted annual procurement of Regulators for the Gas Department

Council Members:

The Assistant Superintendent for Gas Department, Jeremy Little, request the approval to purchase eight hundred seventy-six (876) regulators to place in inventory at the quoted price of **TWENTY-SIX THOUSAND TWO HUNDRED TWENTY-TWO (\$26,222.76) plus freight** from M. T. DEASON, Authorized Itron Gas Utility Distributor.

876 Regulators MT Deason of ISCO, INC \$26,222.76 Plus freight

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

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

Please compose a green sheet and place on the first available City Council agenda this request to procure Regulator inventory for the Gas Department at a cost of \$26,222.76 plus freight charges

Cc: file, Jeremy Little

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

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



Bill To:
 126657
 CITY OF FAIRHOPE
 PO BOX 429
 FAIRHOPE, AL 36533

Ship To:
 CITY OF FAIRHOPE
 555 SOUTH SECTION STREET
 MAIN WAREHOUSE
 FAIRHOPE, AL 36532

Quotation

Quote Number	51000108
Quote Date	09/21/21
Expiration Date	09/28/21
Page	1 of 1

Payment Terms NET 30	Customer Job/Project Name QUOTE	Written By DIANE CLARKE
Freight Terms PREPAID AND ADD	Contact	Sales Rep TODD KELLEY
Ship Via Best Way	Additional Info	

#	Qty	UM	Product	Description	Each	Extended
1	252	EA	59000109	B42R 3/4" X 3/4" 1/4" ORIFICE BROWN SPRING MP #5 R13924-B42R	41.51	10,460.52
2	624	EA	59000130	B42R 3/4" X 3/4", 1/4" ORIFICE, PURPLE SPRING, RED CAP, MP #5 R30829-B42R	25.26	15,762.24

ISCO Standard Terms and Conditions apply. Please visit <http://www.isco-pipe.com/terms-and-conditions.aspx>

Merchandise Total	Tax(1)	Freight(2)	Quote Total
26,222.76	0.00	0.00	US \$ 26,222.76
1 Sales tax will be charged based on the ship to address at the time of invoice if there is no tax certificate on file.		Accepted By: _____	
2 Freight amount in this quote is an estimate only. Actual freight terms and charges will be determined at the time the order is placed.		Printed Name: _____	
		Date: _____	

100 WITHERSPOON ST * LOUISVILLE, KY 40202
 800-345-4726



September 20, 2021

Dear Valued Itron Utility Customer,

Please accept this letter as confirmation that M.T. Deason, A Division of ISCO Industries, Inc., is the only *Authorized Itron Gas Utility Distributor* in your state. M.T. Deason has received the necessary training and certification levels to represent Itron to our shared customers—and in this capacity, M.T. Deason is the only company that is authorized to sell Itron gas pressure regulators in your area.

M.T. Deason is the Authorized Itron Distributor in these states: AL, MS, and TN

Depending on your state and local bidding laws, this letter may serve as sole source provider documentation for Itron products. As such, you may not be required to bid your Itron purchases.

If you have any questions, or if I can provide any further information, please feel free to contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read "Nicole Ford", is written over a light blue horizontal line.

Nicole Ford

Channel Sales Manager

Itron
2111 N. Molter Road
Liberty Lake, WA 99019
www.itron.com

M.T. Deason
2820 Commerce Blvd
Birmingham, AL 35210
www.mtdeason.com

PURCHASING DEPARTMENT REQUEST FORM

Requestor: TERRY HOLMAN Department: GAS-002

Project Name: INVENTORY

Brief Project Description: PRESSURE REGULATORS FOR GAS SERVICES

Project Category: Item Bid Professional Service Other

Budget Amount: INVENTORY Budget Code: 002-14015

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: Terry Holman

Senior Accountant:
Aislinn Stone
Aislinn Stone (Sep 27, 2021 09:51 CDT)

City Treasurer:
Kimberly Creech
Kimberly Creech (Sep 27, 2021 11:56 CDT)

Mayor:
Sherry Sullivan
Sherry Sullivan (Sep 27, 2021 14:59 CDT)

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 Two (2) 2021 Chevrolet 2500HD 4x4 Silverado Trucks and Service Bodies for the Water and Sewer Department; and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and

[2] The following is the Alabama State Department of Purchasing contract information:

Bid Number: T193A

2021 Chevrolet 2500 HD Extended Cab 4x4 Silverado Truck with Utility Body	Cost is \$46,744.45
------------------------------------------------------------------------------	----------------------------

2021 Chevrolet 2500 HD Crew Cab 4x4 Silverado Truck with Utility Body	Cost is \$48,605.45
--------------------------------------------------------------------------	----------------------------

The Total Estimated Cost is \$95,349.90

Adopted on this 11th day of October, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 10/1/2021

Please return this Routing Sheet to Treasurer by: OCT 5 2021 06:54 **ASAP**

Project Name: Procurement of two (2) 2021 Chevrolet 2500HD 4x4 Silverado & Service Bodies

Project Location: Water & Sewer Dept

Presented to City Council: 10/11/2021

Funding Request Sponsor: Jason Langley, Water & Sewer Superintendent
Tim Bung, Supervisor Vehicle mechanics

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 95,349.90

Vendor: Larry Puckett Chevrolet, 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-27 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone Adult Rec-30

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 004010/004020-60470
G/L Acct Name: Purchases Vehicles & Equipment

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

Project Budgeted: \$ 95,349.90 Draft Budget FY2022 (Roll Over FY2021 Budget)

Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ -

Comments: F250 Extended Cab: \$30,363.89 funded by Water , \$16,360.56 funded by Sewer
F250 Crew Cab full amount funded by Sewer
Trucks were previously approved with Resolution 4146-21 (Stiver's Ford) and 3979-21 (Ram Trucks). Neither dealership was able to provide the trucks and the orders were canceled.

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

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

Purchasing Memo Date: 9/29/2021 Purchasing Memo Date: 9/29/2021 Delivered To Date: 10/1/2021

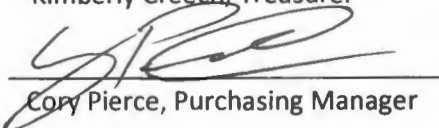
Request Approved Date: 10/1/2021 Request Approved Date: 10/1/2021 Approved Date: 10/1/2021

Signatures: Aislinn Stone Kim Creech Mayor Sherry Sullivan



MEMO

To: Aislinn Stone, Senior Accountant
Kimberly Creech, Treasurer

From: 
Cory Pierce, Purchasing Manager

Sherry Sullivan
Mayor

Date: September 29, 2021

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

Re: Green Sheet – City Council Approval procurement of budgeted request for TWO (2) 2021 – Chevrolet 2500HD 4x4 Diesel Silverado's and Service Bodies for the Water Department

Lisa A. Hanks, MMC
City Clerk

The Water and Sewer Department Superintendent, Jason Langley, is requesting procurement of ONE (1) 2021 – Chevrolet 2500HD Crew Cab 4x4 Diesel with Service Body and ONE (1) – Chevrolet 2500HD Extended Cab 4x4 Diesel with Service Body. The Water and Sewer budgeted amount is \$85,000 for two trucks. Best pricing is from the State of Alabama, Vehicle Contract T193-A MA999 200000000117 through Larry Puckett Chevrolet, Inc. in Prattville, AL and therefore does not have to be put out for bid.

The quote for ONE (1) 2021 – Chevrolet 2500HD Double Cab 4x4 6.6L Turbo-Diesel with Service Body is \$46,744.45 and the quote for ONE (1) – Chevrolet 2500HD Crew Cab 4x4 6.6L Turbo-Diesel with Service Body is \$48,605.45. The estimated total for both vehicles is \$95,349.90.

The State contract vendor is Larry Puckett Chevrolet, Inc. in Prattville, AL.

NOTES:

See Attached Vendor CUT-SHEET printout for details.

161 North Section
Street PO Drawer 429
Fairhope, Alabama
36533

This request was previously approved with the passage of Resolution Number 4146-21 and adopted on July 12, 2021, for a 2021 Ford F450 Crew Cab from Stiver's Ford. However, the dealership is unable to deliver on the agreement in a timely manner. And Resolution 3979-21 and adopted on February 8, 2021, for a 2021 Dodge Ram 5500 Diesel. However, Ram Trucks has since cancelled this order.

251-928-2136

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve budgeted procurement for TWO (2) 2021 – 2500HD Silverado's, Larry Puckett Chevrolet, Inc. in Prattville, AL for the Water and Sewer Department for an estimated amount of \$95,349.90.

251-928-6776 Fax
www.FairhopeAL.gov

CC: file, Jason Langley, Tim Bung, Clint Steadham

LARRY PUCKETT CHEVROLET, INC.

September 28, 2021

Jason Langley
City of Fairhope

Price Quotes:

2021 Chevrolet 2500HD Silverado 2WD, Chassis-Cab, LWB, 1WT, Vortec 6.6L Variable Valve Timing V8 SFI Engine, Power Door Locks, Power Windows, Vinyl seats, A/C, Outside high-visibility vertical Camper style Mirrors, Full size Spare Tire, AM/FM Radio with Bluetooth, Rear Camera Kit, Heavy-duty Locking Rear Differential:

State T193A Contract Price MA: 999 200000000117

\$25,798.00 - Extended (Double) Chassis Cab

\$ 2,777.70 - 4WD Upgrade

\$ 8,999.90 - Duramax 6.6L Turbo-Diesel Engine / Allison 10-spd Auto. Transmission

\$ 250.25 - JL1 – Integrated Trailer Brake Controller

\$ 136.50 - KI4 – 120V In Cab Power Outlet

\$ 182.00 - NQH – Autotrac 2 –speed Transfer Case

\$ 555.10 - ZLQ – WT Fleet Convenience Package ******(see below)

\$38,699.45 - **TRUCK CHASSIS COST**

\$ 8,045.00 - **KNAPHEIDE 696 SERVICE BODY – 8' W/ Hitch & BACKUP CAMERA**

\$46,744.45 - **TOTAL TRUCK COST**

****ZLQ adds: AQQ-** Remote Keyless Entry, **K34-** Cruise Control, and **DBG-** Outside Heated Power-adjustable Mirrors.

Thank you,

Chris Ducote
Commercial Sales Manager
Larry Puckett Chevrolet
2101 Cobbs Ford Road
Prattville, AL 36066
chris.ducote@larrypuckett.com
O: 334-285-9300 Ext. 232
C: 334-224-5275

LARRY PUCKETT CHEVROLET | 2101 COBBS FORD ROAD, PRATTVILLE, AL 36066
334-285-9300 | P.O. BOX 680280, PRATTVILLE, AL 36068 | WWW.LARRYPUCKETT.COM

LARRY PUCKETT CHEVROLET, INC.

September 28, 2021

Jason Langley
City of Fairhope

Price Quotes:

2021 Chevrolet 2500HD Silverado 2WD, Chassis-Cab, LWB, 1WT, Vortec 6.6L Variable Valve Timing V8 SFI Engine, Power Door Locks, Power Windows, Vinyl seats, A/C, Outside high-visibility vertical Camper style Mirrors, Full size Spare Tire, AM/FM Radio with Bluetooth, Rear Camera Kit, Heavy-duty Locking Rear Differential:

State T193A Contract Price MA: 999 200000000117

\$27,659.00 - Crew Chassis Cab

\$ 2,777.70 - 4WD Upgrade

\$ 8,999.90 - Duramax 6.6L Turbo-Diesel Engine / Allison 10-spd Auto. Transmission

\$ 250.25 - JL1 – Integrated Trailer Brake Controller

\$ 136.50 - KI4 – 120V In Cab Power Outlet

\$ 182.00 - NQH – Autotrac 2 –speed Transfer Case

\$ 555.10 - ZLQ – WT Fleet Convenience Package ******(see below)

\$40,560.45 - **TRUCK CHASSIS COST**

\$ 8,045.00 - **KNAPHEIDE 696 SERVICE BODY – 8' W/ HITCH & BACKUP CAMERA**

\$48,605.45 - **TOTAL TRUCK COST**

****ZLQ adds: AQQ- Remote Keyless Entry, K34- Cruise Control, and DBG- Outside Heated Power-adjustable Mirrors.**

Thank you,

Chris Ducote
Commercial Sales Manager
Larry Puckett Chevrolet
2101 Cobbs Ford Road
Prattville, AL 36066
chris.ducote@larrypuckett.com
O: 334-285-9300 Ext. 232
C: 334-224-5275

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 an unbudgeted Patch Management Software, ManageEngine Desktop Enterprise Edition for the IT Department; and the software is available for direct procurement through the OMNIA Partners Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$5,993.36. This software is to patch Windows, 3rd Party, and all Operating Systems as recommended by Warren Averitt Technology Group.

Adopted on this 11th day of October, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/15/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of Patch Management Software, ManageEngine Desktop Enterprise Edition

Project Location: IT Dept

Presented to City Council: 7/26/2021 10/11/21

Funding Request Sponsor: Jeff Montgomery, Director of Information Technology

Resolution # : _____
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 5,993.36

Vendor: SHI Inc through Omnia Partners-IT Solutions Contract

Project Engineer: n/a

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

Department Funding This Project

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

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Sanitation-40
 Fac Maint-45 Golf-50 Golf Grounds-55 Museum-70 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone-12 **IT-16**

Project will be: Expensed XXX
 Capitalized
 Inventoried

Funding Source: Operating Expenses
 Budgeted Capital
 Unfunded XXX

Expense Code: 001160-50300
 G/L Acct Name: Computer Expense

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: \$ 5,993.36

Comments: This is a recommendation from Warren Averett to replace out current system that only patches windows updates. This system will patch windows, 3rd party, and ALL operating systems.

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

<p>Senior Accountant</p> <p>Purchasing Memo Date: <u>7/13/2021</u></p> <p>Request Approved Date: <u>7/15/2021</u></p> <p>Signatures: <u><i>Aislinn Stone</i></u> Aislinn Stone</p>	<p>City Treasurer</p> <p>Purchasing Memo Date: <u>7/13/2021</u></p> <p>Request Approved Date: <u>7/15/2021</u></p> <p>Signatures: <u><i>Kim Creech</i></u> Kim Creech</p>	<p>Mayor</p> <p>Delivered To Date: <u>7/15/2021</u></p> <p>Approved Date: <u>7/15/2021</u></p> <p>Signatures: <u><i>Sherry Sullivan</i></u> Mayor Sherry Sullivan</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



MEMO

Sherry Sullivan
Mayor

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

From: Delores A Brandt
Delores A Brandt, Purchasing Manager

Date: July 13, 2021

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

Re: Requesting greensheet and City Council approval of non-budgeted procurement of Patch Management Software for IT Department

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

The City I.T. Department requests the procurement of a patch management software, **ManageEngine Desktop Enterprise Edition**, to patch Windows, 3rd Party, and All Operating Systems as recommended by Warren Averitt Technology Group. This is available from SHI, Inc. through the **OMNIA Partners—IT Solutions Contract #2018011-022**. This is not a 2021 budgeted item. The quoted cost of this service is **approximately FIVE THOUSAND NINE HUNDRED NINETY-THREE DOLLARS AND THIRTY-SIX CENTS (\$5,993.36)**. The procurement has a direct impact upon our security system, and the safety of our persons and infrastructure. It does not have to be bid, per the following Section of the Code of Alabama 1975, which states in part:

Section 41-16-51

Contracts for which competitive bidding not required.

(a) Competitive bids shall not be required for utility services, the rates for which are fixed by law, regulation, or ordinance, and the competitive bidding requirements of this article shall not apply to: (emphasis added)

(15) Contractual services and purchases of products related to, or having an impact upon, security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or infrastructures.

161 North Section St
PO Drawer 429
Fairhope, Alabama 36533

Please compose and have approved a greensheet, and obtain City Council approval for the procurement of the software patch, at a cost of \$5,993.36 from SHI through OMNIA Partners—IT Solutions Contract #2018011-02.

251-928-2136

CC: file, J Montgomery

251-928-6776 Fax
www.fairhopeal.gov



Pricing Proposal
 Quotation #: 20640951
 Created On: 6/21/2021
 Valid Until: 7/21/2021

City of Fairhope

Inside Account Executive

Sean Spratlin

AL
 United States
 Phone: (251) 990-0155
 Fax:
 Email: sean.spratlin@cofairhope.com

Lauren Rallis

290 Davidson Ave
 Somerset, NJ 08873
 Phone: 732-652-3086
 Fax:
 Email: lauren_rallis@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 ManageEngine Desktop Central Enterprise Edition - Subscription Model - Annual Subscription fee for 240 Computers and Single Technician License ZOHO Corporation - Part#: 85710.1S3	1	\$3,323.56	\$3,323.56
2 ManageEngine Desktop Central Enterprise Edition - Subscription Model - Annual Subscription fee for Additional 1 Technician ZOHO Corporation - Part#: 85510.0SU1	1	\$359.38	\$359.38
3 ManageEngine Desktop Central Enterprise Edition - Subscription Model - Annual Subscription fee for 240 Workstations - Endpoint Security Addon ZOHO Corporation - Part#: 85510.0SES3	1	\$2,310.42	\$2,310.42
		Subtotal	\$5,993.36
		Total	\$5,993.36

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions unless a separate resale agreement exists between SHI and the Customer.

ZOHO Corp, 4141 Hacienda Drive, Pleasanton, CA 94588, USA

Manage Engine Pricing

Dear Customer,

Zoho Corp is pleased to provide a price quote for ManageEngine products. The pricing model is described in the table below

Quote ID: 60571

Dated: 18 June 2021

S.No	Part Number	Particulars	Price
1	85710.1S4	ManageEngine Desktop Central Enterprise Edition - Subscription Model - Annual Subscription fee for 300 Computers and Single Technician License	4,145.00
2	85510.0SU1	ManageEngine Desktop Central Enterprise Edition - Subscription Model - Annual Subscription fee for Additional 1 Technician	345.00
3	85510.0SES4	ManageEngine Desktop Central Enterprise Edition - Subscription Model - Annual Subscription fee for 300 Workstations - Endpoint Security Addon	2,645.00
Sub Total			\$7,135.00
Discount			\$356.00
Total Price (USD \$) :			6,779.00

1. Validity

Prices are open for acceptance for 30 days from the date of offer. Please reconfirm the prices after the expiry date or before sending your Purchase Order.

2. Payment Terms

Net 30 Days.

3. Payment Mode

- a) You can purchase through our online store (or) I can send you a customized link to purchase through a credit card.
- b) Please issue Purchase Order via email to nandha@manageengine.com along with the end user email address.
- c) Please mention the Accounts Payable contacts in the PO.
- d) Zoho Corp accepts payment by valid company check or wire transfer. Please contact Zoho Corp for wire transfer particulars.

Sincerely,
Nandhagopal
Sales Administrator
Phone: 212 461 8049
nandha@manageengine.com

ZOHO Corp, 4141 Hacienda Drive, Pleasanton, CA 94588, USA

PURCHASING DEPARTMENT REQUEST FORM

Requestor: Jeff Montgomery Department: IT

17-12-21

Project Name: Patch Management Software

*Omnia Partners
2018011-022*

Brief Project Description: Fix security flaws by keeping all software up to date

Project Category: Item Bid Professional Service Other

Budget Amount: 0.00 Budget Code: See Attachment for breakout

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: 5993.36 Budget Code: 50300

Notes: _____

SIGNATURES

Requestor: _____

Senior Accountant: _____

City Treasurer: _____

Mayor: _____



HOME

Requisition Entry - Munis [CITY OF FAIRHOPE, AL] > General Note



Accept



Cancel



Search



Query Builder

Browse



Add



Update



Delete

Global

Duplicate



Print



Text file

PDF

Preview



Excel



Word

Email

Schedule



Attach



Notes

Notify

Tools

Confirm

Search

Actions

Output

Office

Note

Requisition 2021 5696

Date/Time 2021-06-22 08:02

Created By jeffm

Print on PO.

This is a recommendation from Warren Averett to replace our current system. Our current system only patches windows updates. This system will patch windows, 3rd Party, and All operating systems.



Bill To
City of Fairhope
P.O. Drawer 429

Fairhope, AL
36533

Requisition 0005696-00 FY 2021

Acct No:
001100-50300
Review:
Buyer: randyw
Status: Allocated

Vendor
SHI INTERNATIONAL CORP
290 DAVIDSON AVE

SOMERSET, NJ 08873
USA
Tel#732-564-8516
Fax 732-564-8224

Ship To
MAIN WAREHOUSE
555 SOUTH SECTION STREET

FAIRHOPE, AL 36532

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/22/21	001024				Info Tech

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	This is a recommendation from Warren Averett to replace our current system. Our current system only patches windows updates. This system will patch windows, 3rd Party, and All operating systems.			
001	ManageEngine Desktop Central Enterprise Edition - Subscription Model - Annual Subscription fee for 240 Computers and Single Technician License ZOHOCorporation - Part#: 85710.1S3	1.00 EACH	3323.56000	3323.56
1	001100-50300		554.69	
2	001140-50300		166.51	
3	001150-50300		495.54	
4	001200-50300		111.01	
5	001240-50300		166.51	
6	001250-50300		332.69	
7	001260-50300		111.01	
8	001300-50300		332.69	
9	001340-50300		111.01	
10	001350-50300		194.10	
11	001460-50300		138.59	
12	002-50300		221.68	
13	003-50300		221.68	
14	004010-50300		165.85	



<p>Bill To City of Fairhope P.O. Drawer 429</p> <p>Fairhope, AL 36533</p>	<p style="text-align: right;">Requisition 00005696-00 FY 2021</p> <p>Acct No: 001100-50300 Review: Buyer: randyw Status: Allocated</p>
---------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------

Vendor
SHI INTERNATIONAL CORP
290 DAVIDSON AVE

SOMERSET, NJ 08873
USA
Tel#732-564-8516
Fax 732-564-8224

Ship To
MAIN WAREHOUSE
555 SOUTH SECTION STREET
FAIRHOPE, AL 36532

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/22/21	001024				Info Tech

LN Description / Account	Qty	Unit Price	Net Price
002 ManageEngine Desktop Central Enterprise Edition - Subscription Model - Annual Subscription fee for Additional 1 Technician ZOH0 Corporation - Part#: 85510.0SU1	1.00 EACH	359.38000	359.38
1 001100-50300		60.01	
2 001140-50300		18.00	
3 001150-50300		53.58	
4 001200-50300		12.00	
5 001240-50300		18.00	
6 001250-50300		35.97	
7 001260-50300		12.00	
8 001300-50300		35.97	
9 001340-50300		12.00	
10 001350-50300		20.99	
11 001460-50300		14.99	
12 002-50300		23.97	
13 003-50300		23.97	
14 004010-50300		17.93	
003 ManageEngine Desktop Central Enterprise Edition - Subscription Model - Annual Subscription fee for 240 Workstations - Endpoint Security Addon ZOH0 Corporation - Part#: 85510.0JSES3	1.00 EACH	2310.42000	2310.42



Bill To
City of Fairhope
P.O. Drawer 429

Fairhope, AL
36533

Requisition 00005696-00 FY 2021

Acct No:
001100-50300
Review:
Buyer: randyw
Status: Allocated

Vendor
SHI INTERNATIONAL CORP
290 DAVIDSON AVE

SOMERSET, NJ 08873
USA
Tel#732-564-8516
Fax 732-564-8224

Ship To
MAIN WAREHOUSE
555 SOUTH SECTION STREET

FAIRHOPE, AL 36532

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/22/21	001024				Info Tech

LN	Description / Account	Qty	Unit Price	Net Price
1	001100-50300		385.61	
2	001140-50300		115.75	
3	001150-50300		344.48	
4	001200-50300		77.17	
5	001240-50300		115.75	
6	001250-50300		231.27	
7	001260-50300		77.17	
8	001300-50300		231.27	
9	001340-50300		77.17	
10	001350-50300		134.93	
11	001460-50300		96.34	
12	002-50300		154.11	
13	003-50300		154.11	
14	004010-50300		115.29	

Requisition Link

Requisition Total 5993.36

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
001100-50300	1000.31	18121.24
General Government		
Computer Expense		
001140-50300	300.26	19100.23
Judicial		
Computer Expense		
001150-50300	893.60	81326.23
Police Department		
Computer Expense		
001200-50300	200.18	5352.33
Fire Department		
Computer Expense		
001240-50300	300.26	4774.41
Economic&Community Development		
Computer Expense		



Bill To
City of Fairhope
P.O. Drawer 429

Requisition 00005696-00 FY 2021

Fairhope, AL
36533

Acct No:
001100-50300
Review:
Buyer: randyw
Status: Allocated

Page 4

Vendor
SHI INTERNATIONAL CORP
290 DAVIDSON AVE

Ship To
MAIN WAREHOUSE
555 SOUTH SECTION STREET

SOMERSET, NJ 08873
USA
Tel#732-564-8516
Fax 732-564-8224

FAIRHOPE, AL 36532

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/22/21	001024				Info Tech
Account					
001250-50300					Amount
001250-50300					Remaining Budget
001250-50300	Recreation Department			Computer Expense	599.93
001260-50300	Civic Center			Computer Expense	200.18
001300-50300	Adult Recreation/Special Svcs			Computer Expense	599.93
001340-50300	Marina/Harbor			Computer Expense	200.18
001350-50300	Street Department			Computer Expense	350.02
001460-50300	Fleet Maintenance			Computer Expense	249.92
002-50300	Gas Fund			Computer Expense	399.76
003-50300	Electric Fund			Computer Expense	399.76
004010-50300	Water Department			Computer Expense	299.07
					53375.86
					6175.38
					5818.02
					8078.93
					8145.34
					3710.40
					.00
					.00
					4367.96

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 Kronos Timekeeping System Maintenance Annual Renewal for December 30, 2021 to December 29, 2022 for the IT Department with a cost not to exceed \$25,246.08. This is a Sole Source service through Kronos; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13).

Adopted on this 11th day of October, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

OCT 5 '21 AM 1:54

Issuing Date: 10/1/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of annual renewal of support services for KRONOS timekeeping

Project Location: IT

Presented to City Council: 10/11/2021

Funding Request Sponsor: Jeff Montgomery, Director of Information Technology

Resolution #: _____
Approved: _____
Changed: _____
Rejected: _____

Project Cash Requirement Requested:
Cost: \$ 25,246.08

Vendor: KRONOS

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 IT-16
 Fac Maint-45 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone-12 Adult Rec-30

Project will be: Expensed XXX
 Capitalized
 Inventoried

Funding Source: Operating Expenses XXX
 Budgeted Capital
 Unfunded

Expense Code: 001160-50300
 G/L Acct Name: Computer Expense

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

Project Budgeted: \$ 25,000.00 Draft Budget FY2022
 Balance Sheet Item Included in projected cash flow

Over (Under) budget amount: \$ 246.08

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>9/21/2021</u>	Purchasing Memo Date: <u>9/21/2021</u>	Delivered To Date: <u>10/1/2021</u>
Request Approved Date: <u>10/1/2021</u>	Request Approved Date: <u>10/1/2021</u>	Approved Date: <u>10/1/2021</u>
Signatures:		
Aislinn Stone	Kim Creech	Mayor Sherry Sullivan



MEMO

Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

To: Aislinn Stoen, Senior Accountant
Kimberly Creech, Treasurer

From: 
Cory Pierce, Purchasing Manager

Date: October 5, 2021

Re: **Green sheet/City Council agenda to approve the procurement of Support Services for KRONOS timekeeping for the I.T. Department**

The I.T. Department requests approval to procure software, equipment and educational services for the KRONOS timekeeping services for the City of Fairhope. The cost for this service is TWENTY-FIVE THOUSAND TWO HUNDRED FOURTY-SIX DOLLARS AND EIGHT CENTS (\$25,246.08) for the annual renewal. See attached quote.

This procurement is over the \$15,000 limit for City Council approval.

Please compose a green sheet and place on the next available City Council agenda this request to approve the procurement of the annual renewal of support services for KRONOS timekeeping for the I.T. Department, at a cost of \$25,246.08 per year.

CC: file, J. Montgomery

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

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



Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: CITY OF FAIRHOPE
Solution ID: 6109223
Contract #: 1194509 R31-AUG-21
Date: 09-SEP-2021
Prepared by: Kimberly Honohan / US PublicSector1

Bill To: CITY OF FAIRHOPE
 PO DRAWER 429
 FAIRHOPE AL 36533
 UNITED STATES

Ship To: CITY OF FAIRHOPE
 555 SOUTH SECTION ST
 FAIRHOPE AL 36532
 UNITED STATES

Contact: JEFF MONTGOMERY
Email: jeff.montgomery@cofairhope.com

CONTRACT SUMMARY

Contract Period: 30-DEC-2021 - 29-DEC-2022

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	16,199.57	0.00	16,199.57
Equipment Support Services	6,282.48	0.00	6,282.48
Educational Services	2,764.03	0.00	2,764.03
Total	25,246.08	0.00	25,246.08

Annualized Contract Value: 25,246.08

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

IMPORTANT NOTES

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

<p>CITY OF FAIRHOPE</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>KRONOS INCORPORATED</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Support Services Quote

Page 2 of 2

Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: CITY OF FAIRHOPE
Solution ID: 6109223
Contract #: 1194509 R31-AUG-21
Date:
Prepared by: Kimberly Honohan / US PublicSector1

Bill To: CITY OF FAIRHOPE
 PO DRAWER 429
 FAIRHOPE AL 36533
 UNITED STATES

Ship To: CITY OF FAIRHOPE
 555 SOUTH SECTION ST
 FAIRHOPE AL 36532
 UNITED STATES

Contact: DEFAULT EMAIL CONTACT
Email: ap@fairhopeal.gov

SOFTWARE SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Gold	WORKFORCE ABSENCE MANAGER V8	485	30-DEC-2021	29-DEC-2022	365
2	Gold	WORKFORCE EMPLOYEE V8	485	30-DEC-2021	29-DEC-2022	365
3	Gold	WORKFORCE INTEGRATION MANAGER V8	485	30-DEC-2021	29-DEC-2022	365
4	Gold	WORKFORCE MANAGER V8	60	30-DEC-2021	29-DEC-2022	365
5	Gold	WORKFORCE TIMEKEEPER V8	485	30-DEC-2021	29-DEC-2022	365

	Support Services	Estimated Tax	Subtotal
Software Support Services		16,199.57	0.00
			16,199.57

EQUIPMENT SUPPORT SERVICES

Line	Support Service Level	Covered Product	Quantity	Start Date	End Date	Duration (days)
1	Depot Exchange	Data Collection: InTouch	17	30-DEC-2021	29-DEC-2022	365
2	Depot Exchange	Options: InTouch	1	30-DEC-2021	29-DEC-2022	365

	Support Services	Estimated Tax	Subtotal
Equipment Support Services		6,282.48	0.00
			6,282.48

EDUCATIONAL SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Ed Services Subscription	KNOWLEDGE PASS		30-DEC-2021	29-DEC-2022	365

	Support Services	Estimated Tax	Subtotal
Educational Services		2,764.03	0.00
			2,764.03



PURCHASING DEPARTMENT REQUEST FORM

Requestor: Jeff Montgomery Department: IT

Project Name: KRONOS Support Renewal

Brief Project Description: Yearly - 25,246.08

Project Category: Item Bid Professional Service Other

Budget Amount: 25000 Budget Code: 001160-50300

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: Aislinn Stone
Aislinn Stone (Sep 27, 2021 09:54 CDT)

City Treasurer: Kimberly Creech
Kimberly Creech (Sep 27, 2021 11:57 CDT)

Mayor: Jeremy Sullivan
Jeremy Sullivan (Sep 28, 2021 13:08 CDT)












Project Request Form - Fillable rev

Final Audit Report

2021-09-28

Created:	2021-09-21
By:	Cory Pierce (cory.pierce@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYWluBJKBvx7U_yGf6uaJRxhG5wGCKAlt

"Project Request Form - Fillable rev" History

-  Document created by Cory Pierce (cory.pierce@fairhopeal.gov)
2021-09-21 - 1:57:27 PM GMT - IP address: 64.28.59.75
-  Document emailed to Aislinn Stone (aislinn.stone@fairhopeal.gov) for signature
2021-09-21 - 2:02:00 PM GMT
-  Email viewed by Aislinn Stone (aislinn.stone@fairhopeal.gov)
2021-09-27 - 2:53:56 PM GMT - IP address: 104.47.58.254
-  Document e-signed by Aislinn Stone (aislinn.stone@fairhopeal.gov)
Signature Date: 2021-09-27 - 2:54:24 PM GMT - Time Source: server- IP address: 64.28.59.75
-  Document emailed to Kimberly Creech (kimberly.creech@fairhopeal.gov) for signature
2021-09-27 - 2:54:26 PM GMT
-  Email viewed by Kimberly Creech (kimberly.creech@fairhopeal.gov)
2021-09-27 - 4:56:40 PM GMT - IP address: 104.47.57.254
-  Document e-signed by Kimberly Creech (kimberly.creech@fairhopeal.gov)
Signature Date: 2021-09-27 - 4:57:06 PM GMT - Time Source: server- IP address: 64.28.59.75
-  Document emailed to Sherry Sullivan (sherry.sullivan@fairhopeal.gov) for signature
2021-09-27 - 4:57:08 PM GMT
-  Email viewed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
2021-09-27 - 8:00:18 PM GMT - IP address: 104.47.56.254
-  Document e-signed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
Signature Date: 2021-09-28 - 6:08:41 PM GMT - Time Source: server- IP address: 64.28.59.75
-  Agreement completed.
2021-09-28 - 6:08:41 PM GMT

RESOLUTION NO. ____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the Fairhope City Council hereby accepts the Gift of One Artwork to the City of Fairhope from Stacey Howell: “Oak Trees” (a 29-7/8” x 40” Oil Painting on Canvas) valued at \$3,000.00.

Adopted on this 11th day of October, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council hereby approves a one-time field use agreement with Blast Soccer to rent the Manley Soccer Complex for \$4,000.00 for its two-day 2021 Halloween Tournament. Standard damage and cleanup deposits are required and will be returned to Blast Soccer on the completion of the tournament as specified in the agreement. All other terms and conditions of Fairhope's standard field use agreement shall apply and are incorporated into the approved agreement.

DULY ADOPTED THIS 11TH DAY OF OCTOBER, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Fairhope Sports Complex Single Use Reservation Agreement

The City of Fairhope, Alabama by and through its City Council has approved a one-time 2021 Halloween Tournament use of Manley Soccer Complex by Blast Soccer. Approved October 11, 2021.

APPLICANT: Organization Name: Blast Soccer
Contact Person: _____
Address: _____
City: _____ State: _____ Zip Code: _____
E-mail Address: _____
Phone Number: _____
Event Date: _____ Start Time: _____ End Time: _____
Facilities Reserved: Manley Soccer Complex
Description of Activities: _____

Maximum Number of Persons: _____

Total Usage Fees: \$4,000.00 Damage/Cleanup Deposit: \$500 Balance: _____

Applicant's use of the Fairhope Sports Facilities is subject to the "Schedule of Fees" and "Terms and Conditions of Park Usage," Four pages total.

City Representative's signature Date Print Name

Applicant's signature Date Print Name

**Fairhope Sports Complex
Reservation Agreement**

Schedule of Fees

1. The approved one-time flat fee for the 2021 Halloween Tournament shall be \$4000.00 for a single two-day tournament.
2. Blast Soccer will provide (insert number) _____ of Off-Duty Police Officers during the event.

Facility Damage Deposit \$300.00 flat fee \$ 300.00
(To be returned after satisfactory damage/cleaning inspection)

Clean-Up Deposit \$200.00 flat fee \$ 200.00
(To be returned after satisfactory damage/cleaning inspection)

FOR OFFICE USE ONLY

FEE BREAKDOWN

Field Usage: \$ 4,000.00 _____
Deposits: \$ _____

Total Usage Fees \$ 4000.00 _____ Check # _____
Deposit \$ _____ Check # _____

Facility Damage Deposit \$ 300.00 _____ Check # _____

Clean-Up Deposit \$ 200.00 _____ Check # _____

Balance:

**Fairhope Sports Complex
Reservation Agreement**

Terms and Conditions of Park Usage

1. Use. Use of the facilities shall be limited to those areas and activities specified on page one of this Contract. **At its sole discretion, the City reserves the right to delay, postpone or cancel any activity conducted at the facilities. In case of inclement weather, the City reserves the right to decide whether conditions are suitable for play.**

2. Usage Fees and Deposits. Reservations are on a first come, first serve basis. A Deposit equal to fifty percent (50%) of the Total Usage Fees (not including the Facility Damage Deposit and Clean-Up Deposit) is required upon execution of this Contract in order to secure the Event Date. Such Deposit shall be paid in cash or by valid check. The remaining balance, plus the Facility Damage Deposit and Clean-Up Deposit, shall be immediately due in cash or by valid check no later than fourteen (14) days prior to the Applicant's Event Date. Other applicable fees determined to be owed by the Applicant at the conclusion of the event will be invoiced by the City and must be paid by the Applicant within thirty (30) days of the Event Date. The Deposit will be forfeited if the event is cancelled within fourteen (14) days of the Event Date. At the sole discretion of the City, the Clean-Up Deposit and/or Facility Damage Deposit will be forfeited or reduced if: (1) the clean-up of the facilities is unacceptable; (2) the facilities or any portion thereof is damaged, removed, or destroyed by acts or omissions of the Applicant, its vendor(s), guest(s) or invitee(s); or (3) the Applicant fails to comply with any other obligation under this Contract.

3. Vendor(s). As used in this Contract, the term "vendor" shall mean any person or entity who sells, exposes or offers for sale any food, beverage or merchandise. The Applicant shall provide to the City at least seven (7) days prior to the Event Date the name of the vendor(s) the Applicant will use in addition to any other information reasonably requested by the City regarding the Applicant's use of the facilities. **Each vendor must present a copy of their current business license to the City Revenue Department no less than three (3) days prior to the Event Date and indicate whether a power source will be required. City Revenue Department hours are Monday – Friday, 8:00 am – 5:00 pm. (251) 943-1545.**

4. Proof of Insurance. The City reserves the right to require the Applicant to provide a Certificate of Insurance listing the City, its officers, agents and employees as additional insureds and reflecting such types and amounts of insurance coverage as deemed necessary by the City, at its sole discretion. The Applicant shall notify the City immediately of any policy cancellation or changes in coverage as reflected on the Certificate of Insurance.

5. Prohibited Items. Alcoholic beverages, glass bottles, fireworks, fires, and/or grills are not permitted on the facilities.

6. Alterations; Loss or Damage to Facilities. The Applicant shall not alter the facilities in any manner without the City's prior written approval, which approval may be withheld in the City's sole discretion. All decorations to be installed in or upon the facilities must be approved by the City prior to installation. In no event shall the Applicant install decorations that will damage the facilities or any of its contents. The Applicant shall be responsible for and agrees to reimburse the City within thirty (30) days of invoice for any loss or damage to the facilities that exceeds the Facility Damage Deposit and that is caused in whole or in part by Applicant and/or any of Applicant's vendor(s), guest(s) and/or invitee(s). Upon the completion of the Applicant's event, the Applicant shall return the facilities and any adjacent areas incidentally used by the Applicant or its vendor(s), guest(s), or invitee(s) to the condition such facilities were in at the commencement of this Contract. Specifically, the Applicant shall be responsible for the clean-up of all facilities used by the Applicant, the removal of all food, drinks, decorations, and

other items brought to the facilities for the Applicant's event, and the removal or placement of all trash and debris in the appropriate receptacle.

7. Compliance with Applicable Laws and Rules. The Applicant shall comply, and shall cause its vendor(s), guest(s) and invitee(s) to comply, with all applicable laws, rules, regulations, codes, ordinances or other legal requirements while using the facilities and all rules adopted by the City for the use of its facilities and other public parks. The Applicant shall protect, defend, indemnify and hold harmless the City, its officers, personnel, agents, employees, insurers, successors and assigns from and against any claims, damages, losses, costs, and expenses, including attorneys' fees and legal costs, resulting from any failure by the Applicant, its vendor(s), guest(s), and invitee(s), to comply with the terms of this Section.

8. Risk of Loss; Release; Indemnity. **APPLICANT HEREBY AGREES THAT THE USE AND OCCUPATION OF THE FACILITIES ARE ENTIRELY AT APPLICANT'S OWN RISK, AND THE CITY SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE, INJURY, LOSS (INCLUDING LOSS OF LIFE), OR THEFT OCCURRING ON, IN, OR ABOUT THE FACILITIES. APPLICANT HEREBY RELEASES THE CITY, ITS OFFICERS, PERSONNEL, AGENTS, EMPLOYEES, INSURERS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, COSTS, EXPENSES AND LIABILITY OF EVERY KIND AND NATURE, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF THE CITY, ITS OFFICERS, PERSONNEL, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, IN CONNECTION WITH APPLICANT'S USE OR OCCUPATION OF THE FACILITIES. APPLICANT HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, PERSONNEL, AGENTS, EMPLOYEES, INSURERS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND LEGAL COSTS AND WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF THE CITY, ITS OFFICERS, PERSONNEL, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, ARISING FROM OR OUT OF ANY OCCURRENCE IN, UPON OR AT THE FACILITIES. THE APPLICANT SPECIFICALLY ASSUMES ALL RISK OF LOSS INCURRED BY IT OR ITS VENDOR(S), GUEST(S), OR INVITEE(S) RESULTING FROM THE USE OR OCCUPANCY OF THE FACILITIES.**

9. No Warranty. Applicant expressly accepts the facilities in an "AS IS, WHERE IS" condition, without warranty. Applicant does hereby acknowledge that Applicant, its vendor(s), guests(s) and/or invitee(s) are to use the facilities and all structures thereon in an "as is, where is" condition.

10. Governing Law. This Contract shall be interpreted and construed in accordance with the laws of the State of Alabama without regard to any conflict of law principles.

11. Assignment or Subletting. This Contract may not be assigned by the Applicant nor the facilities subleased without the City's prior written approval, which approval may be withheld in the City's sole discretion. Any assignment or sublease in violation of the preceding sentence shall be void.

12. Amendment or Waiver. This Contract may only be amended or a provision waived by a written instrument signed by an authorized party of the City and Applicant.

13. Binding Effect. This Contract shall be binding on each party's legal representatives, personal representatives, heirs, successors and permitted assigns.

14. Multiple Counterparts. This Contract may be executed in multiple counterparts and such counterparts together shall constitute one agreement.

15. Entire Agreement. This Contract represents the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings regarding the subject matter.



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

OCT 5 '21 AM 1:53
 YAH

ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLEASE PRINT

We hereby apply for a license to sell Alcoholic Beverages in the City of Fairhope or its Police Jurisdiction. We agree to abide by all applicable Ordinances of the City, or any amendments to same, and to promptly furnish all reports required by the City.

APPLICANT'S NAME Bratton McGregor / Top Shelf Bar Services LLC SSN# - - -

AGE DATE OF BIRTH PLACE OF BIRTH Dhahran Saudi Arabia

MAILING ADDRESS 10349 Taylor Harper Blvd

HOME # WORK #

CELL # 251.604.4776 FAX #

RESIDENCE ADDRESS 10349 Taylor Harper Blvd

NO. YEARS AT PRESENT ADDRESS 5 NO. YEARS AT PREVIOUS ADDRESS 4

PREVIOUS ADDRESS 13221 Holly Ct.

NAME AND ADDRESS OF BUSINESS Top Shelf Bar Services LLC Fizzy Fest 300 Fairhope Avenue
10349 Taylor Harper Blvd Grand Bay AL 36541 10/24/2021 6:00p.m. - 10:00p.m.

NAME OF CORPORATION Top Shelf Bar Services D.B.A. Bottles Up Mobile

BUSINESS LOCATION Home Base - 10349 Taylor Harper Blvd

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE no

IF SO, WHERE UNDER WHAT NAME

HAS APPLICANT EVER BEEN ARRESTED no IF SO, WHERE

WHEN WHAT WAS CHARGE

DISPOSITION

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
Byron Rowland	6905 Stonebrook Dr. N	
Jason Dobbs	4725 Moffett Road	
Buddy McGregor	13070 US Hwy 90	

City of Fairhope
Alcoholic Beverage
License Application
Page -2-

PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

- 011 - PACKAGE STORE LICENSE – Allows sale of liquor, wine, or beer at Retail, TO GO only. No one under age 21 allowed on premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 010- LOUNGE LIQUOR LICENSE – Allows sale of liquor, wine, or beer for on and off consumption. No one under age 21 allowed on the premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 031- CLUB LIQUOR LICENSE – Allows sale of liquor, wine, or beer but must meet ABC Board's "club" regulations. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 020 - RESTAURANT LIQUOR LICENSE – Allows sale of liquor, wine, or beer for on-premises consumption only and 51% of gross receipts must come from the sale of food. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 140 - SPECIAL EVENTS LICENSE
- 160 - SPECIAL RETAIL LICENSE – More than 30 days
- 040 - BEER ON/OFF PREMISES LICENSE – Allows sale of Beer Only, on and off consumption.
- 050 - BEER OFF-PREMISES LICENSE – Allows sale of Beer Only, TO GO only.
- 060 - WINE ON/OFF PREMISES LICENSE – Allows sale of Wine Only, on and off consumption.
- 070 - WINE OFF-PREMISES LICENSE – Allows sale of Wine Only, TO GO, only.
- 100 - WINE WHOLESALER LICENSE
- 210 - WINE IMPORTER LICENSE
- 200 - WINE MANUFACTURER LICENSE
- 240 - NON-PROFIT TAX EXEMPT LICENSE

I STATE ALL THE ABOVE TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Bob McInnis 10.1.21
 SIGNATURE (FULL NAME) DATE

NOT APPROVED	DATE	NOT APPROVED	DATE
<u>[Signature]</u>	<u>10/5/21</u>	BY COUNCIL	DATE
Chief of Police		<u>[Signature]</u>	
APPROVED	DATE	APPROVED	DATE
<u>[Signature]</u>	<u>10/5/21</u>	BY COUNCIL	DATE
Chief of Police		<u>[Signature]</u>	
		City Clerk	

** The Chief of Police is only acquiring a background check on the owners, partners, or corporate officers of the business for the City of Fairhope. The Alabama Alcoholic Beverage Control Board does a thorough Federal and State background check before issuing the License.



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

NOT 5/28/11
 ZAH

ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLEASE PRINT

We hereby apply for a license to sell Alcoholic Beverages in the City of Fairhope or its Police Jurisdiction. We agree to abide by all applicable Ordinances of the City, or any amendments to same, and to promptly furnish all reports required by the City.

Julie Tew

APPLICANT'S NAME JLJ Ventures, LLC SSN# _____

AGE _____ DATE OF BIRTH _____ PLACE OF BIRTH Mobile, AL

MAILING ADDRESS 7150 Co. Rd. 24 Fairhope, AL 36532

HOME # _____ WORK # (251) 990-0294

CELL # _____ FAX # _____

RESIDENCE ADDRESS 7150 Co. Rd. 24 Fairhope, AL 36532

NO. YEARS AT PRESENT ADDRESS _____ NO. YEARS AT PREVIOUS ADDRESS _____

PREVIOUS ADDRESS _____

NAME AND ADDRESS OF BUSINESS Bay Breeze Cafe-Bar-Grill
212 1/2 Fairhope, AL 36532

NAME OF CORPORATION JLJ Ventures, LLC

BUSINESS LOCATION 212 1/2 Fairhope Ave Fairhope, AL 36532

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE NO

IF SO, WHERE _____ UNDER WHAT NAME _____

HAS APPLICANT EVER BEEN ARRESTED YES IF SO, WHERE Mobile Co.

WHEN 5/28/2011 WHAT WAS CHARGE DUI

DISPOSITION Good Behavior

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
Ralph Washam	Fairhope, AL 7160 Co. Rd. 24	
Sharon Magee	Mobile, AL Old Court St.	
Elizabeth Tew	Fairhope, AL 7150 Co. Rd. 24	

City of Fairhope
Alcoholic Beverage
License Application
Page -2-

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I STATE ALL THE ABOVE TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Julie Jew
SIGNATURE (FULL NAME)

10/5/2021
DATE

NOT APPROVED _____ DATE _____

NOT APPROVED
BY COUNCIL _____ DATE _____
City Clerk

APPROVED [Signature] DATE 10/5/21
Chief of Police

APPROVED
BY COUNCIL _____ DATE _____
City Clerk

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