

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

MONDAY, 24 OCTOBER 2022 – 4:30 P.M. – COUNCIL CHAMBER

1. Discussion of Amending Ordinance No. 1269 User Fees Charged by the City of Fairhope Planning and Zoning Department
2. Discussion of the Accumulated Concrete Debris as Surplus – Richard Johnson
3. Committee Updates
4. Department Head Updates

**City Council Agenda Meeting – 5:30 p.m.
on Monday, October 24, 2022 – Council Chambers**

Next Council Meeting – Monday, November 14, 2022 – Same Time Same Place

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 24 OCTOBER 2022 - 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 10 October 2022 Regular City Council Meeting and the minutes of 10 October 2022 Work Session.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Public Hearing** – Ordinance – Amend Zoning Ordinance No. 1253
 - Request to establish initial zoning of **Dynamic Holdings LLC** property to B-2 General Business District, concurrent with conditional annexation into the City of Fairhope. The property is approximately .6 acres and is located south of Spring Run Drive, north of the Wolfe-Bayview Funeral Home. PPIN Number: 91211.
6. **Public Hearing** – Ordinance – Amend Zoning Ordinance No. 1253
 - Request to establish initial zoning of **The Grand Reserve at Pelham LLC** property to B-2 General Business District, concurrent with conditional annexation into the City of Fairhope. The property is approximately 13.30 acres and is located on the northwest corner of Greeno Road and Old Battles Road. PPIN Numbers: 39376, 210314.
7. **Public Hearing** – Ordinance – Amend Zoning Ordinance No. 1253
 - Request to consider the Applicant, S.E. Civil, acting on behalf of the Owner, Burgess Thomasson, Jr., *et al.*, to amend the existing **Montrose Preserve PUD** to remove the requirement of a Preliminary Plat for all 18 lots within the PUD, create five development phases, and to include either Option A; allow Lots 4-6 to be sold individually, or Option B; combine Lots 4-6 as one lot to be sold, reducing the lot count to 16.
8. **Final Adoption** - Ordinance – An Ordinance to Authorize the Operation of a Medical Cannabis Dispensary within the Corporate Limits of the City of Fairhope. (Introduced at City Council Meeting on October 10, 2022.)
9. **Final Adoption** - Ordinance – An Ordinance to Amend Ordinance No. 1510 and Repealing and Replacing Ordinance No. 1691 known as the Personnel Rules, Policies and Procedures Ordinance; specifically Section VI. Employee Benefits; Section 6.01 Health Insurance Benefits and Section 6.05 Health Insurance Benefits for Eligible Retirees: Wellness Incentivized Program. (Introduced at City Council Meeting on October 10, 2022.)
10. Ordinance – An Ordinance Amending Ordinance No. 1269 User Fees Charged by the City of Fairhope Planning and Zoning Department.
11. Resolution - That the City of Fairhope authorizes submission of an FY23 ATRIP-II Grant to ALDOT requesting grant funds to construct dedicated left and right turn lanes on Volanta Avenue at the intersection with Greeno Road (U.S. Highway 98), acceleration/deceleration lanes on US Hwy 98 and signalize the intersection; and authorizes Mayor Sherry Sullivan to sign all required grant application documents on behalf of the City.

12. Resolution – That the City of Fairhope accepts Amendment No. 2 to Grant No.8 RDCGR010087-01-02 Restore Act Working Waterfront and Greenspace Restoration Project Agreement for additional grant funds from the U.S. Treasury in the amount of \$5,705,339.00; and that City Council authorizes Mayor Sherry Sullivan to sign the amended grant agreement on behalf of the City.
13. Resolution - That the City Council approves the selection of Fulgham’s Inc. for (RFQ PS021-22) Urban Forestry Consultant for the undeveloped 104 acres known as the “Triangle Property” at the North Gateway to the City; and authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee schedule for the contract.
14. Resolution - That the City Council approves the selection of Neel-Schaffer, Inc. for (RFQ PS23-001) Professional Engineering Services for Preliminary Engineering for the FY2023 TAP Project – Sidewalks on Blue Island Avenue and Fairwood Boulevard; and authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee with this firm.
15. Resolution - That the City Council approves the selection of Hi-Line Engineering for (RFQ PS23-002) Professional Engineering Services for the Power Line Conversion along Magnolia Avenue between Bancroft Street and Church Street; and authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee with this firm.
16. Resolution – To Award (Bid No. 038-22) to JTB Construction LLC the annual contract for City Wide Asphalt and Concrete Repair for the Public Works Department on a as-needed-basis with a total bid proposal not-to-exceed the amount of \$21.00 per square foot labor only. City will provide all material. The repairs would be in the City of Fairhope’s Utility Jurisdiction, as well as inside the City Limits.
17. Resolution – To Award (Bid No. 040-22) to W.R. Mitchell Contractor, Inc. for On-Call Contractor Services for the Water and Sewer Department with a total bid proposal not-to-exceed the amount of \$700,000.00 per year. The initial contract term would be for one (1) year, with extensions for two (2) additional one (1) year terms.
18. Resolution – That the City of Fairhope approves the procurement of a Cable Modem Service for Barnwell, Founders, and Manley Parks for the IT Department with Mediacom (MCC Telephony of the South, LLC) as Sole Source Provider with a three (3) year contract; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The cost will not-to-exceed \$19,372.05.
19. Resolution – That the City of Fairhope approves the procurement of one (1) McElroy T412 Track Fusion Machine for the Water/Wastewater Department from Consolidated Pipe & Supply Company, Inc. as Sole Source Distributor; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The cost will not-to-exceed \$75,453.00.
20. Resolution – That the City of Fairhope approves the procurement of Installation of an Access Control System for the new Planning Department Office in the Pecan Building for the IT Department from Security 101; and authorizes procurement based on the Access Control for the Pecan Building is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(15). The cost will not-to-exceed \$15,864.87.

21. Resolution – That the City of Fairhope approves the procurement of the FY2023 Annual Flower Plantings for the Public Works Department. The total cost not-to-exceed \$117,434.81.
22. Resolution – That the City of Fairhope approves the procurement of a Server/Storage Upgrade for the IT Department to provide processing and storage for all City servers; Server/Storage Upgrade will be purchased through Purchasing Cooperative OMNIA Partners Public Sector (Contract #2018011-02); and therefore does not have to be let out for bid. Total cost not-to-exceed \$109,608.29.
23. Resolution – That the City of Fairhope approves procurement for Annual Renewal of the Kronos Timekeeping System Support and Software for the City for services from December 30, 2022 to December 29, 2023 for the IT Department with a cost not to exceed \$26,655.65. 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).
24. Resolution – That the City of Fairhope approves the procurement of inventory for Neptune Water Meters for the Water/Wastewater Department from Consolidated Pipe & Supply Co. Inc. as Sole Source Distributor; and authorizes procurement based on water meters are exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7). The cost not to exceed \$500,000.00.
25. Resolution – That the City of Fairhope approves the procurement of one (1) Mower Max 24' Boom or equivalent for the Public Works Department from Coblenz Equipment & Parts Co.; and the type of equipment is on the Alabama State Department of Purchasing Contract Number T226 and therefore does not have to be let out to bid; total cost not-to-exceed \$233,270.00, \$221,404.00 of which is budgeted.
26. Resolution – That the City of Fairhope approves the procurement of two (2) 2023 Ford Explorers or equivalent for the Building Department from Stivers Ford Lincoln; the type of vehicles needed are on the State of Alabama Department Division of Purchasing Contract Number T191L and therefore does not have to be let out for bid; total cost not-to-exceed \$66,884.00.
27. Resolution - That the City of Fairhope approves the procurement of two (2) Cobra Rear Loader Garbage Trucks or equivalent for the Sanitation Department from Sansom Equipment Company; and the equipment is available for direct procurement through Sourcewell Purchasing Cooperative Contract #091219NWY which has been nationally bid; and therefore, does not have to be let out for bid. The cost not-to-exceed \$417,154.00.
28. Resolution – That the City of Fairhope approves the procurement of one (1) Ford Transit 250 Full Size Cargo Van or equivalent for the Public Works Department from Stivers Ford Lincoln; the type of vehicle needed is on the State of Alabama Division of Purchasing Contract Number T191 and therefore does not have to be let out for bid; total cost not-to-exceed \$44,022.00, \$4,022.00 of which is not budgeted.
29. Resolution – That the City of Fairhope approves the procurement of a Three (3) Year Lease for a Xerox Printer/Copier from Xerox Corporation for the new Planning Department Office at the Pecan Building for IT Department; and the lease is on the State Contract 072816000, and therefore does not have to be let out for bid; total cost not-to-exceed \$7,696.08 for the Three (3) Year Lease, plus the cost of prints to Xerox Corporation.

30. Resolution – That the City Council hereby authorizes and approves the request of the City of Fairhope and the Downtown Fairhope Business Association to close Section Street from Magnolia Avenue to Johnson Avenue and Fairhope Avenue from Bancroft Street to Church Street on Saturday, October 29, 2022 from 9:00 a.m. to 12:00 p.m. for the Downtown Trick or Treat Event.
31. Resolution – That the City of Fairhope has voted to approve procurement for the 2022 Lighting of the Trees stage, miscellaneous equipment and labor cost to Sound Associates, Inc. with a cost of \$12,500.00 for the City of Fairhope’s Lighting of the Trees Celebration on November 17, 2022.
32. Public Participation – (3 minutes maximum)
33. Adjourn

**City Council Work Session - 4:30 p.m.
on Monday, October 24, 2022 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.
on Monday, October 24, 2022 – Council Chambers**

Next Regular Meeting – Monday, November 14, 2022 - Same Time and Place

Mr. Johnson mentioned the notice to proceed for the Gayfer Road Turn Lanes; and the receiving the grant for sidewalks for the Blue Island Project. Mr. Johnson addressed the City Council regarding Agenda Items No. 13 and No. 15; and answered any questions if needed.

- Gas Superintendent Jeremy Little addressed the City Council and announced his sister just had her baby and he has a new nephew. Mr. Little state the 4” gas main has been installed. Mr. Little addressed the City Council regarding Agenda No. 12; and answered any questions if needed. Mayor Sullivan explained the not-to-exceed amount; and answered any questions. Gas Operations and Compliance Supervisor Wes Boyett addressed the City Council and explained “Risk Ranking” and the above ground units (pipe features). He commented this would be an advanced baseline for leak prone piping; and said both surveys are Federally mandated.
- Human Resources Director Cory Pierce addressed the City Council and reminded everyone of the Benefits Fairhope October 25, 2022. He answered any questions if needed for Agenda Item No. 8.
- Community Affairs Director Paige Crawford addressed the City Council regarding State Tourism; and Downtown Trick or Treat scheduled for October 29, 2022. She said they wanted to shut down the “Tee” for this event from 9:00 a.m. to 11:00 a.m. She said it will make it safer for the children downtown. Council President Conyers asked for a resolution be prepared for the next meeting. Ms. Crawford addressed the City Council regarding Agenda Items No. 16 through No. 32 except for Agenda Item No. 29; and answered any questions if needed.
- Mayor Sullivan addressed the City Council and explained Agenda Item No. 6; and answered any questions if needed. Zoning was questioned and where allowed by Zoning Use Table. Councilmember Burrell stated he wanted to add “where expressly allowed by Zoning Use Table.” Councilmember Robinson stated “if you are looking for a piece of property for a dispensary; but it at your own risk. Mayor Sullivan also answered questions if needed for Agenda Items No. 10 and No. 11.
- Councilmember Burrell commented that the Recreation Board just wanted City Council approval on their recommendations (Agenda Item No. 33).
- Councilmember Burrell began discussion on Agenda Item No. 7 regarding on-call employees and overtime pay. Mayor Sullivan explained that Public Works and Utilities would still remain as is; and IT and Magistrates will be paid a minimum of two (2) hours or the actual time worked, whichever is greater hours per call in or hours worked whichever is more. Councilmember Burrell questioned “is this really worth it and cut their pay?” Councilmember Robinson stated he remembered this and thought we previously made changes.

Monday, 10 October 2022
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There being no further business to come before the City Council, the meeting was duly adjourned at 6:01 p.m.

Council President Conyers announced there would be a five minute break before beginning the City Council meeting.

James Reid Conyers, Jr.,
Council President

Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)(

The City Council, City of Fairhope, met in regular session at 6:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 10 October 2022.

Present were Council President Jimmy Conyers, Councilmembers: Jack Burrell, Corey Martin, 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 Conyers called the meeting to order at 6:09 p.m. The invocation was given by Pastor Tim Clark from Celebration Church and the Pledge of Allegiance was recited.

Council President Conyers announced that Agenda Items Number 14 and Number 17 have been pulled from the agenda.

Councilmember Robinson moved to approve minutes of the 26 September 2022, regular meeting; and minutes of the 26 September 2022, work session. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Mayor Sullivan addressed the City Council and recognized the Mayor of Demopolis (Woody Collins) and his wife. They were in attendance for their granddaughter who is getting recognized as a Junior City Councilmember. She said the Electric Crew came home from Florida; and commented the City will be coming to Fairhope to express their appreciation for the help. Mayor Sullivan said there will be a Homecoming Bon Fire on Thursday night. She gave a shout out to Wes Boyett with the Gas Department for him being the Chair of the Round Table during the ANGA event in Auburn.

Mayor Sullivan recognized the new Junior City Council for this year. Seniors: Ava Cocke from St. Michael's; Ella McDowell, Ellery Scott, Joe Solomon, Ethan Kellerman from Fairhope High School. Juniors: Mary Frances Collins from Bayside; Jackson Adams, Josie Linn and Addison Spears from Fairhope High School; and Sophomore: Jillian Nichols from Fairhope High School.

The following individuals spoke during Public Participation for Agenda Items:

- 1) Gary Gover, 300 Lincoln Street, addressed the City Council regarding Agenda Item No. 33: a recommendation from the Recreation Board to put a disc golf course at the Colony Park. Mr. Gover commented there is a flood zone that protects downstream; and said to look at the Management Plan before using property.

10 October 2022

- 2) Vince Boothe, 6541 Beaver Creek Drive, addressed the City Council regarding Agenda Item No. 33: a recommendation from the Recreation Board to name the Fairhope Field House after “Joe Dean.” Mr. Boothe gave some great past experiences with Coach Dean and stated he was in favor of naming the field house after Joe Dean.
- 3) Don Blanchard, Daphne resident, addressed the City Council regarding Agenda Item No. 33: a recommendation from the Recreation Board to name the Fairhope Field House after “Joe Dean.” He too mentioned great past experiences with Coach Dean and said he was in favor of naming the field hose after Joe Dean.
- 4) Jane Wise, 104 Par Circle, addressed the City Council regarding Agenda Item No. 6: an ordinance to authorize the operation of a Medical Cannabis Dispensary within the Corporate Limits of the City of Fairhope. She passed out an article for the City Council to read; and stated she was not in favor of this ordinance.
- 5) Dr. Steven Wittmer, 19096 Scenic Highway 98 (A), addressed the City Council regarding Agenda Item No. 6: an ordinance to authorize the operation of a Medical Cannabis Dispensary within the Corporate Limits of the City of Fairhope. He mentioned Purdue Pharmaceuticals and the Opioid Crisis; and two types of seizure disorders that medical cannabis actually helps. Dr. Wittmer was not in favor of this ordinance.
- 6) Billy Wise, 104 Par Circle, addressed the City Council regarding Agenda Item No. 6: an ordinance to authorize the operation of a Medical Cannabis Dispensary within the Corporate Limits of the City of Fairhope. He passed out a handout for the City Council to read; and state he was not in favor of this ordinance.
- 7) Queen Watson, 20815 Bishop Road, addressed the City Council regarding the recently adopted Garbage Ordinance. She requested for clarification on the ordinance in reference to the exemption. Ms. Watson was asked to contact the Mayor’s office and she would be helped. Ms. Watson did state she received Social Security and RSA benefits; and therefore was not eligible for the exemption but could get the 50 percent off rate.

Councilmember Burrell introduced Walter Lewis who was in attendance.

Councilmember Martin mentioned the bon fire for homecoming on Thursday evening.

Council President Conyers commented he would be in attendance at the Fund Raiding Campaign for the Library’s second floor during the time the Fairhope Middle School will be playing for the County Championship at 6:00 p.m. in Daphne.

Councilmember Robinson commented Council President Conyers already announced the Fairhope Middle School playing for the County Championship.

Councilmember Boone said there will be a Personnel Board meeting on October 20, 2022 at 5:30 p.m.

10 October 2022

Councilmember Burrell moved for final adoption of Ordinance No. 1759, an ordinance to Establish Water and Wastewater Rates for All Customers of the City of Fairhope Water and Wastewater Systems and to Repeal and Replace Ordinance No. 1684. (Introduced at the September 26, 2022 City Council Meeting) Seconded by Councilmember Boone, motion for final adoption passed by the following voice votes: AYE – Burrell, Martin, Conyers, Robinson, and Boone. NAY - None.

Councilmember Martin introduced in writing an ordinance to Authorize the Operation of a Medical Cannabis Dispensary within the Corporate Limits of the City of Fairhope with the additional language read by City Attorney Marcus McDowell: “and only allowed in expressly permitted areas listed in Table 3-1: Use Table of the Fairhope Zoning Ordinance as recommended by the Planning and Zoning Commission, adopted by the City Council and subject to its restrictions.” Councilmember Robinson said your comments are serious; and said the cannabis must be prescribed by a physician who deems it necessary. He said we are not legalizing marijuana; and there is no guarantee a dispensary would be placed in Fairhope. Councilmember Boone commented, if we vote on it, it appears we are condoning the idea of marijuana. Councilmember Martin said the State is allowing this not the City. Councilmember Burrell read what was not allowed by the State. Due to lack of a motion for immediate consideration, this ordinance will layover until the October 24, 2022 City Council meeting.

Councilmember Burrell introduced in writing an ordinance to Amend Ordinance No. 1510 and Repealing and Replacing Ordinance No. 1691 known as the Personnel Rules, Policies and Procedures Ordinance; specifically Section VI. Employee Benefits; Section 6.01 Health Insurance Benefits and Section 6.05 Health Insurance Benefits for Eligible Retirees: Wellness Incentivized Program. Mayor Sullivan explained the biometric screening requirement and the cost if not completed or if someone has high risk. Due to lack of a motion for immediate consideration, this ordinance will layover until the October 24, 2022 City Council meeting.

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution to adopt the Holidays for FY 2022 – 2023. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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10 October 2022

RESOLUTION NO. 4573-22

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, THAT THE FOLLOWING 2022 – 2023 HOLIDAYS WILL BE OBSERVED BY ALL CITY PERSONNEL EXCEPT EMERGENCY EMPLOYEES:

Veterans Day	-	Friday, November 11, 2022
Thanksgiving Holidays	-	Thursday & Friday, November 24 & 25, 2022
1/2 Day Christmas Eve	-	Friday, December 23, 2022
Christmas Holiday	-	Monday, December 26, 2022
New Year's Day	-	Monday, January 2, 2023
Martin Luther King, Jr.	-	Monday, January 16, 2023
Memorial Day	-	Monday, May 29, 2023
Independence Day	-	Tuesday, July 4, 2023
Labor Day	-	Monday, September 4, 2023

DULY ADOPTED THIS 10TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution to Award (Bid No. 23-003) to Blast Soccer Club, Inc. for lease of the Fairhope Soccer Concession Stand at the Soccer Complex for \$417.00 per month. The lease would be for an initial one year term with an option to renew for two additional years. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

10 October 2022

RESOLUTION NO. 4574-22

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 to Lease Fairhope Soccer Concession Stand for (Bid No. 23-003) at the Soccer Complex at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] At the appointed time and place, only one bid was received and tabulated as follows:

Blast Soccer Club, Inc. \$417.00 per month lease

[3] At the appointed time and place; after evaluating the bid with the required specifications, Blast Soccer Club, Inc. is now awarded (Bid No. 23-003) Lease Fairhope Soccer Concession Stand for \$417.00 per month. The lease would be for an initial one year term with an option to renew for two additional years.

ADOPTED ON THIS 10TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.,
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 No. 025-22) to Harris Contracting Services, Inc. for LED Lighting Package Installation at Volanta Park Baseball Field with a not-to-exceed \$78,000.00. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

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10 October 2022

RESOLUTION NO. 4575-22

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 to procure services for (Bid No. 025-22) LED Lighting Package Installation at Volanta Park Baseball Field at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for
LED Lighting Package Installation
at Volanta Park Baseball Field

[3] At the appointed time and place; after evaluating the bids with the required specifications, Harris Contracting Services, Inc. is now awarded (Bid No. 025-22) LED Lighting Package Installation at Volanta Park Baseball Field with a total bid proposal not-to-exceed \$78,000.00.

ADOPTED ON THIS 10TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

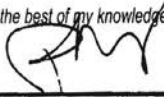
10 October 2022

City of Fairhope Bid Tabulation
Bid 025-22 LED Lighting Package Installation at Volanta Park Baseball Field
Opened September 22, 2022 at 10:00 A.M.

Vendor	Bid Documents Signed / Notarized (Y/N)	Bid Bond	Addendum 1	LED Lighting Package Installation at Volanta Park Baseball Field Total Lump Sum Price
Harris Contracting Services, Inc.	Y	Y	Y	\$78,000.00
Bill Smith Electric, Inc.	Y	Y	Y	\$89,800.00
M. Gay Contractors, Inc.	Y	Y	Y	\$80,185.00

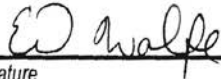
Recommendation:

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



Signature

Pat White, Director of Parks and Recreation



Signature

Erin Wolfe, Purchasing Manager

Councilmember Burrell 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 for Natural Gas Engineering Consulting Services with Magnolia River and approves the negotiated Proposed Rate Schedule for (RFQ PS015-22) with a not-to-exceed amount \$500,000.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

10 October 2022

RESOLUTION NO. 4576-22

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute a Contract for Natural Gas Engineering Consulting Services with Magnolia River and approves the negotiated Proposed Rate Schedule for (RFQ PS015-22) with a not-to-exceed amount \$500,000.00.

DULY ADOPTED THIS 10TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Burrell 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 for Extension No. 1 for (Bid No. 039-21), Three Year Pest Control for City Buildings, with Redd Pest Solutions, for an additional one year to extend the referenced contract until October 20, 2023, with same terms and conditions as original bid award with a cost not-to-exceed \$12,371.04. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 4577-22

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to execute a contract for Extension No. 1 for (Bid No. 039-21), Three Year Pest Control for City Buildings, with Redd Pest Solutions, for an additional one year to extend the referenced contract until October 20, 2023, with same terms and conditions as original bid award. The cost not-to-exceed \$12,371.04.

ADOPTED ON THIS 10TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

10 October 2022

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute a Contract for Professional Services for Environmental and Cultural Resources Assessment and Permitting (NEPA and Section 106) at the K-1 Center with Ephraim Environmental LLC (RFQ PS023-22) with a negotiated not-to-exceed amount of \$39,800.00. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

RESOLUTION NO. 4578-22

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

[1] That Mayor Sherry Sullivan is hereby authorized to execute a Contract for Professional Services for Environmental and Cultural Resources Assessment and Permitting (NEPA and Section 106) at the K-1 Center with Ephraim Environmental LLC (RFQ PS023-22) with a negotiated not-to-exceed amount of \$39,800.00.

DULY ADOPTED THIS 10TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
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 authorizing Mayor Sherry Sullivan to execute a Contract between the City of Fairhope and the Baldwin Pops for an appropriation of \$3,000.00, in-kind services in the amount of \$8,400.00, and resources including personnel, but not security after normal business hours; and provides an exception to the Sign Ordinance by allowing banners for their Citywide events and to be displayed 10 days prior to those events to advertise and promote the City of Fairhope. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

10 October 2022

RESOLUTION NO. 4579-22

WHEREAS, contract shall be executed between the City of Fairhope and the Baldwin Pops, making an appropriation of \$3,000.00, in-kind services, and resources including personnel, but not security after normal business hours; and provides an exception to the Sign Ordinance by allowing banners for their Citywide events and to be displayed 10 days prior those events to advertise and promote the City of Fairhope; and to provide free concerts yearly for the residents of Fairhope, also performs at the City’s July 4th celebration and the Founder’s Day Concert and when available participates in the Veteran Day parade.

The following is the breakdown of the two concerts [total in-kind services \$8,400.00]:

July Concert, Bluff	October Concert, Bluff
- \$3000 Concert	- \$200 Facility rental fees (in-kinds services)
- \$200 Facility rental fees (in-kind services)	- \$4000 [staging, sound, portables]
- \$4000 [staging, sound, portables]	Total: \$4200.00
Total: \$7200.00	

WHEREAS, the term of said contract shall be for one (1) year, beginning 1 October 2022 and ending 30 September 2023; but the contract shall be cancelled at any time upon notice.

WHEREAS, payment shall be made in the amount of \$3,000.00 from the City of Fairhope.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to sign a contract between the City of Fairhope and the Baldwin Pops.

ADOPTED this 10th day of October, 2022

James Reid Conyers, Jr.
Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin moved for Change of Order of the agenda and to address Agenda Items No. 30 and No. 33 at this time. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

10 October 2022

Councilmember Burrell moved to grant the request of The Eastern Shore Optimist Club requesting an in-kind donation to use the Fairhope Civic Center for the Dogwood Trail Pageant and Scholarship Program. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Councilmember Burrell moved to approve the recommendations from the Recreation Board to approve a Disc Golf Course at the Colony Property and to name the Fairhope Field House after "Joe Dean." Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution authorizing Mayor Sherry Sullivan to execute a Contract between the City of Fairhope and the Downtown Fairhope Business Association for an appropriation of \$20,000.00 to advertise and promote the City of Fairhope. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 4580-22

WHEREAS, the Downtown Fairhope Business Association serves a public purpose and the publicity that the Downtown Fairhope Business Association gives the City of Fairhope is a public service; and,

WHEREAS, We, the Downtown Fairhope Business Association agree to work with the Mayor, and/or her agent(s); advertise regionally and promote the City of Fairhope.

WHEREAS, the term of said contract shall be for one (1) year, beginning 1 October 2022 and ending 30 September 2023; but the contract shall be cancelled at any time upon notice.

WHEREAS, payment shall be made in the total amount of \$20,000.00 from the City of Fairhope.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA that Mayor Sherry Sullivan is hereby authorized to sign a contract between the City of Fairhope and the Downtown Fairhope Business Association.

DULY ADOPTED THIS 10TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

10 October 2022

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution authorizing Mayor Sherry Sullivan to execute a Contract with the Eastern Shore Art Center for use of City Facilities and for an appropriation of \$20,000.00 for funds to support and sponsor the educational programs through The Art Center's Academy of Fine Arts. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 4581-22

WHEREAS, a contract shall be executed between the City of Fairhope and the Eastern Shore Art Center for contract funding educational programs through the Academy and Community Outreach Program which provides art education and hands-on learning, on and off site, to all elements of our community: children, youth, adults, seniors, and special needs audiences, making an appropriation of \$20,000.00; and

WHEREAS, the Eastern Shore Art Center must continue First Friday Artwalk and all publicity as a community event; continue to provide summer art program for the Fairhope-Point Clear Rotary Youth Club (formerly known as the Boys and Girls Club); and provide low cost art classes for local youth and senior citizens; and

WHEREAS, the City of Fairhope approves the request from the Eastern Shore Art Center to use the streets (Section Street north of Magnolia to Oak Street and Oak Street to Bancroft and Equality) during their Outdoor Art Show, which is held during the annual Arts & Crafts Festival, to use the streets (Fairhope Avenue from Bancroft Avenue to Church Street and Section Street from De La Mare to Magnolia Avenue) for the annual Grand Festival of Art in October; and requesting closure of the streets at 5:00 p.m. on the Friday before the festival for set-up; and security to be provided, after hours, by the Fairhope Police Department; and

WHEREAS, the term of said contract shall be for one (1) year, beginning 1 October 2022 and ending 30 September 2023; but the contract shall be cancelled at any time upon notice; and

WHEREAS, payment shall be made quarterly in the amount of \$5,000.00; until contract either expires or is cancelled.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to sign a contract between the City of Fairhope and the Eastern Shore Art Center for funds to support and sponsor the educational programs through the Art Center's Academy for Fine Arts.

DULY ADOPTED THIS 10TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

10 October 2022

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution authorizing Mayor Sherry Sullivan to execute a Contract between the City of Fairhope and the Eastern Shore Chamber of Commerce for an appropriation of \$20,000.00 (which includes \$14,000.00 for the Annual Leaders Council Program) to advertise and promote the City of Fairhope Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 4582-22

WHEREAS, the Eastern Shore Chamber of Commerce serves a public purpose and the publicity that the Eastern Shore Chamber of Commerce gives the City of Fairhope is a public service; and,

WHEREAS, We, the Eastern Shore Chamber of Commerce, agree to work with the Mayor, and/or his agent(s), advertise (regionally and nationally) and promote the City of Fairhope and to enhance City revenues through economic development including sales & use taxes, lodging taxes, business licenses, etc.; and to promote public arts and crafts for residents and visitors through the annual arts and crafts festival.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the Mayor Sherry Sullivan is hereby authorized to enter into a contract with the Eastern Shore Chamber of Commerce to promote the City of Fairhope. The contract shall be for one year, beginning 1 October 2022 and ending 30 September 2023; but may be canceled at any time. The contract shall call for a one-time payment to the Eastern Shore Chamber of Commerce in the total amount of \$20,000.00 (which includes \$14,000.00 for the Annual Leaders Council Program) from the City of Fairhope, for the one-year term.

Adopted this 10th day of October, 2022

James Reid Conyers, Jr.
Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

10 October 2022

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution authorizing Mayor Sherry Sullivan to execute a Contract between the City of Fairhope and Ecumenical Ministries Incorporated for an appropriation of \$10,000.00 to support the needs of Fairhope residents. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 4583-22

WHEREAS, in Fairhope, Alabama, Ecumenical Ministries Incorporated (EMI) is a public, non-profit, non-denominational, United Way social service agency; and,

WHEREAS, EMI's mission is to improve the quality of life in Baldwin County by meeting basic needs, encouraging personal growth, effecting social and economic justice and celebrate our common life; and,

WHEREAS, EMI provide services to the socio-economic and those in crisis situations and have no place to turn for help on the Eastern Shore, including Fairhope and South Baldwin County. The services rendered include:

- Emergency Aid – Direct assistance for medical, food, utilities, rent, clothing, childcare, transportation and other emergency needs.
- Meals on Wheels (MOW'S) – Volunteer's deliver nutritious, warm meals six days a week. Meals are subsidized based on need and funding – Fairhope area has nine routes.
- Home Repair – These projects include plumbing, electrical work, rebuilding floors, installing windows and doors, roofing, building wheelchair ramps and more. This program is for the elderly and disabled.
- Food Pantry – Our pantries provide a week's supply of food based on the size of the family and their situation.
- Prescription Assistance – This program allows under-insured and non-insured persons to receive life sustaining medications at reduced or no cost through pharmaceutical companies' indigent care program. EMI also provide prescription assistance through the Ozanam Charitable Pharmacy in Mobile.
- Church-based Community Organizing – This program empowers poor and moderate income families to participate effectively in our democratic system and allow community members the opportunity to address the issues affecting their lives: paved streets, lighting, sewage, recreation, and drainage.

10 October 2022

- EMMY'S Thrift Shop – Through our emergency aid center vouchers are given at no cost. With these vouchers, people can receive such items as appliances, furniture, clothing, etc.

WHEREAS, Ecumenical Ministries Incorporated has served Fairhope residents since 1969 on a continuous basis and successfully demonstrated the capacity to operate a neighborhood based on social service agency improving countless lives.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to establish a contract for services between the City of Fairhope and Ecumenical Ministries Incorporated to appropriate the sum of \$10,000.00 to be used for the needs of Fairhope residents.

DULY ADOPTED THIS THE 10TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution authorizing Mayor Sherry Sullivan to execute a Contract between the City of Fairhope and The Fairhope Film Festival for an appropriation of \$6,000.00 to help bring sustained economic growth from the film industry to the Alabama Gulf Coast through its Fairhope Film Festival. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

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10 October 2022

RESOLUTION NO. 4584-22

WHEREAS, a contract shall be executed between the City of Fairhope and the Fairhope Film Festival, making an appropriation of \$6,000.00, to help bring sustained economic growth from the film industry to the Alabama Gulf Coast through its Fairhope Film Festival.

WHEREAS, the term of said contract shall be for one (1) year, beginning 1 October 2022 and ending 30 September 2023; but the contract shall be cancelled at any time upon notice.

WHEREAS, payment shall be made in the total amount of \$6,000.00 from the City of Fairhope.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to sign a contract between the City of Fairhope and the Fairhope Film Festival.

DULY ADOPTED THIS 10TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution authorizing Mayor Sherry Sullivan to execute a Contract between the City of Fairhope and the Fairhope Pirate Booster Club, Inc. for an appropriation of \$10,000.00 to be used to assist and benefit all sports in both men's and women's athletic programs; and to approve the use of the Fairhope Civic Center for the Annual Drawdown and Silent Auction (date to be announced) which includes the use of associated rooms as needed, placement of a tent in the parking lot (all rental expenses paid by the Club), and use of the facility's tables and chairs in the tent. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

10 October 2022

RESOLUTION NO. 4585-22

WHEREAS, a contract shall be executed between the City of Fairhope and the Fairhope Pirate Booster Club, Inc., making an appropriation of \$10,000.00 to be used to assist and benefit all sports in both men's and women's athletic programs. This also includes the use of the Fairhope Civic Center for the Annual Drawdown and Silent Auction (date to be announced) which includes the use of associated rooms as needed, placement of a tent in the parking lot (all rental expenses paid by the Club), and use of the facility's tables and chairs in the tent.

WHEREAS, the term of said contract shall be for one (1) year, beginning 1 October 2022 and ending 30 September 2023; but the contract shall be cancelled at any time upon notice.

WHEREAS, payment shall be made quarterly in the amount of \$2,500.00, until contract either expires or is cancelled.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to sign a contract between the City of Fairhope and the Fairhope Pirate Booster Club, Inc.

DULY ADOPTED THIS 10TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
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 authorizing Mayor Sherry Sullivan to execute a Contract between the City of Fairhope and Mobile Bay National Estuary Program for an appropriation of \$15,000.00 to support activities related to Stormwater Education and Watershed Management. Seconded by Councilmember Robinson, motion passed unanimously by voice vote. Councilmember Burrell stated he would like a report from them.

10 October 2022

RESOLUTION NO. 4586-22

WHEREAS, a contract shall be executed between the City of Fairhope and the Mobile Bay National Estuary Program, making an appropriation of \$15,000.00 to support expanded activities related to Stormwater education and watershed management. The Mobile Bay National Estuary Program continues to support City environmental resource management efforts: Fairhope Gullies, Create a Clean Water Future, and Watershed Management Plan for the Volanta Gully Watershed.

WHEREAS, the term of said contract shall be for one (1) year, beginning 1 October 2022 and ending 30 September 2023; but the contract shall be cancelled at any time upon notice.

WHEREAS, payment shall be made quarterly in the amount of \$3,750.00, until contract either expires or is cancelled.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to sign a contract between the City of Fairhope and the Mobile Bay National Estuary Program.

DULY ADOPTED THIS 10TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
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 authorizing Mayor Sherry Sullivan to execute a Contract between the City of Fairhope and the Fairhope - Point Clear Rotary Youth Club for an appropriation of \$57,000.00 to help manage and operate the Fairhope-Point Clear Rotary Youth Club facility which includes cleaning supplies (not-to-exceed \$2,000.00 which is included in total amount). Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

10 October 2022

RESOLUTION NO. 4587-22

WHEREAS, a contract shall be executed between the City of Fairhope and the Fairhope-Point Clear Rotary Youth Club, making an appropriation of \$57,000.00 to help support the programs and activities to better serve our community and its youth by helping to manage and operate the Fairhope-Point Clear Rotary Youth Club facility and for facility maintenance which includes cleaning supplies (not-to-exceed \$2,000.00 which is included in total amount); and,

WHEREAS, the Fairhope-Point Clear Rotary Youth Club, agrees to work with the Mayor, and/or her agent(s), to better meet the needs of our community's youth through programs and activities; i.e., quality after school and summer programs which is an absolute necessity for our community.

WHEREAS, the term of said contract shall be for one (1) year, beginning 1 October 2022 and ending 30 September 2023; but the contract shall be cancelled at any time upon notice.

WHEREAS, payment shall be made quarterly in the amount of \$14,250.00 from the City of Fairhope; until contract either expires or is cancelled.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to execute contract between the City of Fairhope and the Fairhope-Point Clear Rotary Youth Club to help support the programs and activities to better serve our community and its youth by helping to manage and operate the Fairhope-Point Clear Rotary Youth Club facility and for facility maintenance which includes cleaning supplies.

ADOPTED THIS 10TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
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 authorizing Mayor Sherry Sullivan to execute a Contract between the City of Fairhope and Baldwin County Economic Development Alliance for an appropriation of \$20,000.00 to support economic development facilitation within the City of Fairhope. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

10 October 2022

RESOLUTION NO. 4588-22

WHEREAS, a contract shall be executed between the City of Fairhope and the Baldwin County Economic Development Alliance, Inc., making an appropriation of \$20,000.00 to assist with economic development facilitation within the City of Fairhope. BCDEA is pleased to continue its 20-year relationship with the City of Fairhope. BCEDA's charge is to develop and facilitate new job creation opportunities for all communities in Baldwin County. BCEDA will work with City Leadership to continue to develop new job creation opportunities in but not limited to the following: IT, Software Development, Aerospace, Aviation and Medical sectors. We will continue to work with the Mayor, City Staff and City Council to identify, develop and promote designated areas of Fairhope for future job creation. BCEDA will continue to promote and market the City of Fairhope, advising national and international corporate decision makers of all that Fairhope has to offer them as a top site-selection location. BCEDA will continue to advise and assist the Mayor and City Leaders in developing a place and atmosphere in Fairhope that encourages, fosters, and facilitates entrepreneurship. BCEDA will work with local, regional, and statewide workforce development partners to communicate current and future training and education requirements to Coastal Alabama Community College and The Academy at the Fairhope Airport.

WHEREAS, the term of said contract shall be for one (1) year, beginning 1 October 2022 and ending 30 September 2023; but the contract shall be cancelled at any time upon notice.

WHEREAS, payment is to be made quarterly in the amount of \$5,000.00 from the City of Fairhope.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to sign a contract between the City of Fairhope and the Baldwin County Economic Development Alliance, Inc.

DULY ADOPTED THIS 10TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

10 October 2022

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution authorizing Mayor Sherry Sullivan to execute a Contract between the City of Fairhope and the Baldwin County Trailblazers for an appropriation of \$5,000.00 to support the Smart Walks and the Walking School Bus Program. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

RESOLUTION NO. 4589-22

WHEREAS, a contract shall be executed between the City of Fairhope and the Baldwin County Trailblazers, making an appropriation of \$5,000.00 to help people shape their communities to be vigorous, healthy, and flourishing for generations to come by implementing a model Walking School Bus program that can positively reduce the soaring rate of childhood obesity by giving parents a supportive solution for assisting their children with walking to school instead of taking a bus or riding in a car.

WHEREAS, Baldwin County Trailblazers will continue its monthly Smart Walks to area schools that involves over 100 students and an equal number of parents and grandparents. The Smart Walk program has been a success.

WHEREAS, the outcome the program will achieve is to have a significant percentage of students participate in the daily Walking School Program and to be a model for use with other schools.

WHEREAS, the term of said contract shall be for one (1) year, beginning 1 October 2022 and ending 30 September 2023; but the contract shall be cancelled at any time upon notice.

WHEREAS, payment shall be made in the amount of \$5,000.00 from the City of Fairhope.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to sign a contract between the City of Fairhope and the Baldwin County Trailblazers.

DULY ADOPTED THIS 10TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

10 October 2022

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution authorizing Mayor Sherry Sullivan to execute a Contract between the City of Fairhope and Care House, Inc. for an appropriation of \$5,000.00 to help with continuing support for children who are victims of sexual and severe physical abuse; and to help with the distribution of the child abuse prevention curriculum. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 4590-22

WHEREAS, a contract shall be executed between the City of Fairhope and Care House, Inc., making an appropriation of \$5,000.00 to help with continuing support for children who are victims of sexual and severe physical abuse; and to help achieve normalcy through our counseling and advocacy program for children and families who come to us after being victimized. This appropriation will also help with the distribution of the child abuse prevention curriculum, “Keeping Our Kids Safe” and prevention presentation held throughout Baldwin County.

WHEREAS, the term of said contract shall be for one (1) year, beginning 1 October 2022 and ending 30 September 2023; but the contract shall be cancelled at any time upon notice.

WHEREAS, payment shall be made in the total amount of \$5,000.00 from the Utility Funds.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to sign a contract between the City of Fairhope and Care House, Inc.

DULY ADOPTED THIS 10TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

10 October 2022

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution authorizing Mayor Sherry Sullivan to execute a Contract between the City of Fairhope and Safe Harbor Animal Coalition, Inc. for an appropriation of \$5,000.00 to help Trap, Neuter & Return (“TNR”) local area cats. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

RESOLUTION NO. 4591-22

WHEREAS, a contract shall be executed between the City of Fairhope and Safe Harbor Animal Coalition, Inc. (“SHAC”), making an appropriation of \$5,000.00 to help Trap, Neuter & Return (“TNR”) local area cats. The City has found that it is a good and useful purpose of public funds to enter into a contract with SHAC to assist in the growing feral and community cat populations within the City. Trap-Neuter-Return is the humane, effective approach for controlling free-roaming community cats. TNR results in significant, measurable, and positive outcomes for cats, communities, and organizations such as City shelters and animal control.

WHEREAS, the term of said contract shall be for one (1) year, beginning 1 October 2022 and ending 30 September 2023; but the contract shall be cancelled at any time upon notice.

WHEREAS, payment shall be made in the total amount of \$5,000.00 from the Utility Funds.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to sign a contract between the City of Fairhope and Safe Harbor Animal Coalition, Inc.

DULY ADOPTED THIS 10TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

10 October 2022

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution with the edits per Mayor Sullivan, a resolution that Mayor Sherry Sullivan is hereby authorized to execute a Professional Services Agreement between the City of Fairhope and The Haven to partner the efforts, objectives, resources and manpower of the City and The Haven to better fulfill the needs of homeless and unwanted animals. The term of this agreement is for five (5) years with the option for an additional five (5) years. The amount of the Haven's appropriation is \$150,000.00 per year unless amended via budget approved by the City Council. The motion was seconded by Councilmember Robinson. Mayor Sullivan explained the agreement and the change per City Attorney McDowell. She also explained the other cats and dogs; and how these are handled by The Haven. After further discussion, motion passed unanimously by voice vote.

RESOLUTION NO. 4592-22

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute a Professional Services Agreement between the City of Fairhope and The Haven to partner the efforts, objectives, resources and manpower of the City and The Haven to better fulfill the needs of homeless and unwanted animals. The term of this agreement is for five (5) years with the option for an additional five (5) years. The amount of the Haven's appropriation is \$150,000.00 per year unless amended via budget approved by the City Council.

DULY ADOPTED THIS 10TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Burrell moved to grant the request of the Fairhope Educational Enrichment Foundation ("FEEF") requesting an in-kind donation for Golf Green Fees and Cart Fees for the Mayor's Golf Tournament. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

10 October 2022

Councilmember Martin moved to grant the request of Mary Riser, Executive Director of Fairhope Film Festival, requesting permission to close S. Summit Street (between Fairhope Avenue and the end of the fence on the property at 6 South Summit) on Saturday, November 12, 2022 from 4:00 p.m. to 11:00 p.m. for the Red Carpet Party; and the use of 10 barricades, 6-8 trash cans and electric power hook-up; and also requesting use of the Welcome Center on Section Street as our Box Office from Wednesday, November 9, 2022 through Sunday, November 13, 2022. Times are listed on letter of request. Requesting use of the City public grass space near the Fairhope Clock for a promotional tent; and permission to place the following signage: pole banners on each of the City's 6 banner light posts or more subject to availability to be hung 14 days prior to and during Festival. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

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

- 1) Walter Lewis addressed the City Council and said he was thoroughly impressed with the business meeting of the City Council. He commented Mayor Sullivan does a great job; and also complimented Special Projects and Grant Manager Jessica Walker. Mr. Lewis stated Ms. Walker is doing a great job.

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

There being no further business to come before the City Council, the meeting was duly adjourned at 7:26 p.m.

James Reid Conyers, Jr.,
Council President

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. _____

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

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

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

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

The property of Dynamic Holdings, LLC, generally located on the south side of Spring Run Drive, north of Wolfe-Bayview Funeral Home.

PPIN # 91211

Legal Description: (Case number ZC 22.08)

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2, HOWARD SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 68 IN THE RECORDS OF THE OFFICE OF THE JUDGE OF PROBATE OF BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 00 DEGREES 09 MINUTES 53 SECONDS WEST, 181.35 FEET TO A POINT; THENCE RUN SOUTH 89 DEGREES 45 MINUTES 32 SECONDS WEST, 144.56 FEET TO A POINT; THENCE RUN NORTH 00 DEGREES 17 MINUTES 29 SECONDS EAST, 181.89 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LOT 2, HOWARD SUBDIVISION; THENCE RUN NORTH 89 DEGREES 58 MINUTES 22 SECONDS EAST, ALONG THE SAID SOUTH LINE OF LOT 2, A DISTANCE OF 144.16 FEET TO THE POINT OF BEGINNING.

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

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

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

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

Adopted and approved this 24th day of October, 2022

By: _____
James Reid Conyers, Jr.
Council President

Attest:

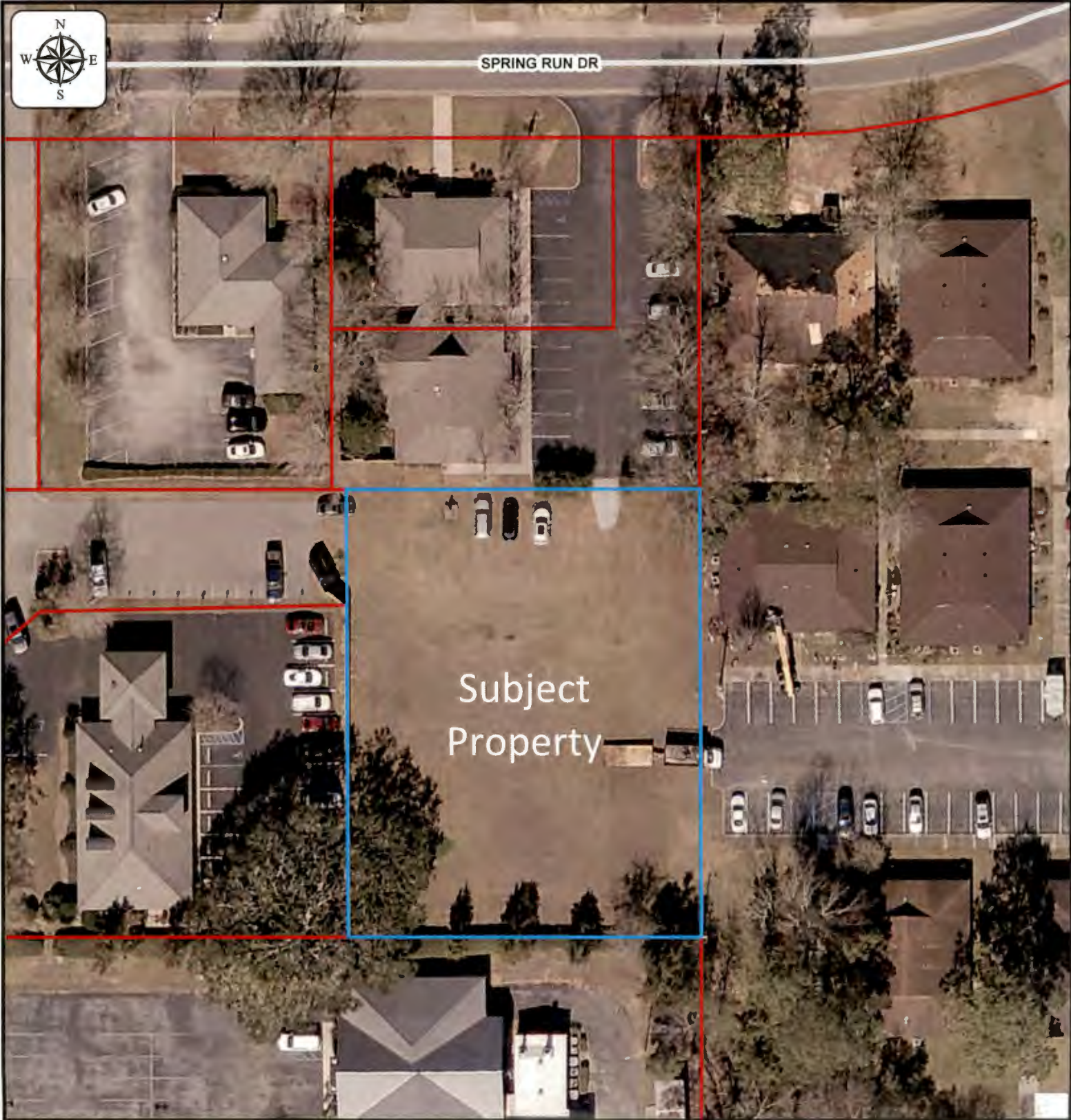
By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 24th day of October, 2022

By: _____
Sherry Sullivan, Mayor



Exhibit A: The Property of Dynamic Holdings, LLC.
Conditional Annexation to B-2
(ZC 22.08)

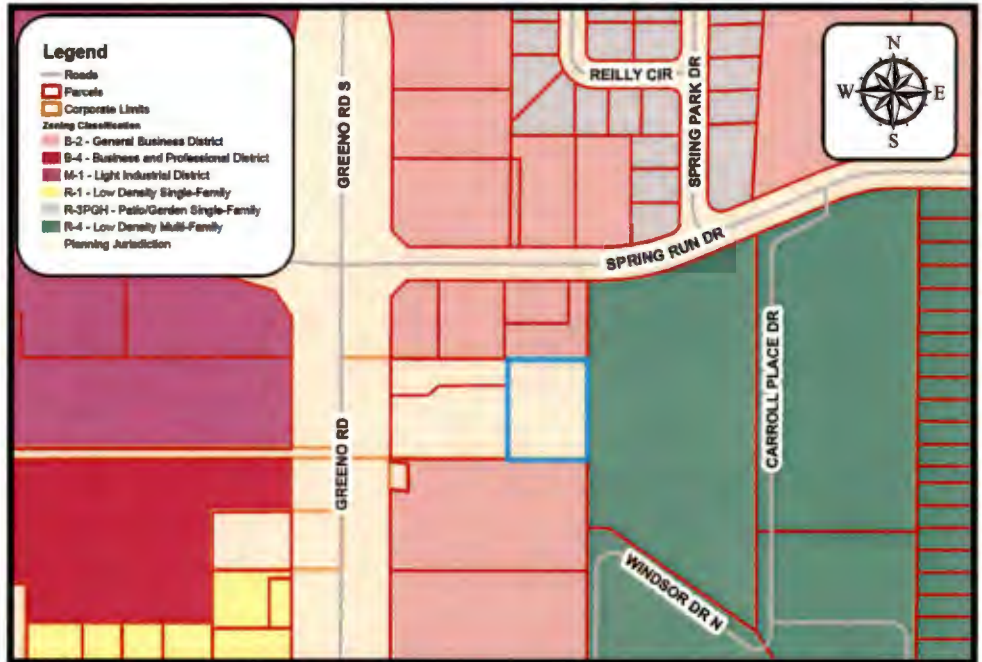


City of Fairhope
 City Council
 October 24, 2022



Planning Commission unanimously (8 Ayes, 0 Nays) voted to recommend approval of ZC 22.08

ZC 22.08 - B-2 Initial Zoning & Annexation



Project Name:	B-2 Initial Zoning & Annexation
Site Data:	0.61 acres
Project Type:	Initial Zoning & Conditional Annexation
Jurisdiction:	Fairhope Planning Jurisdiction
Zoning District:	Unzoned
PPIN Number:	91211
General Location:	South side of Spring Run Drive, north of Wolfe-Bayview Funeral Home
Surveyor of Record:	
Engineer of Record:	
Owner / Developer:	Dynamic Holdings LLC
School District:	Fairhope Elementary School Fairhope Middle and High Schools
Recommendation:	Approval
Prepared by:	Mike Jeffries





APPLICATION FOR ZONING DISTRICT CHANGE

Property Owner / Leaseholder Information

Name: DYNAMIC HOLDINGS LLC Phone Number: 251-709-9260
 Street Address: 8076-B SPRING RUN DR.
 City: FAIRHOPE State: AL Zip: 36532

Applicant / Agent Information
If different from above.
 Notarized letter from property owner is required if an agent is used for representation.

Name: NATALIE MADDIX Phone Number: 251-709-9260
 Street Address: 8076-B SPRING RUN DR.
 City: FAIRHOPE State: AL Zip: 36532

Current Zoning of Property: UNZONED COUNTY; PROPOSED B-1 COUNTY DISTRICT 8
 Proposed Zoning/Use of the Property: B-2 CITY OF FAIRHOPE / PROFESSIONAL OFFICE
 Property Address: 8076-B SPRING RUN DR. FAIRHOPE, AL 36532
 Parcel Number: 46-05-21-0-000-012.001
 Property Legal Description: 144x161 IRR Com - SEE ATTACHED
 Reason for Zoning Change: ANNEX INTO CITY OF FAIRHOPE AND BUILD PROFESSIONAL OFFICE SPACE

- Property Map Attached YES NO
- Metes and Bounds Description Attached YES NO
- Names and Address of all Real Property Owners within 300 Feet of Above Described Property Attached. YES NO

Character of Improvements to the Property and Approximate Construction Date: _____
PROFESSIONAL OFFICE SPACE; APPROXIMATE CONSTRUCTION DATE
FEBRUARY / MARCH 2023

Zoning Fee Calculation:
 Reference: Ordinance 1269

I certify that I am the property owner/leaseholder of the above described property and hereby submit this application to the City for review. *If property is owned by Fairhope Single Tax Corp. an authorized Single Tax representative shall sign this application.

John Maddox
 Property Owner/Leaseholder Printed Name
7/9/22
 Date

[Signature]
 Signature
 Fairhope Single Tax Corp. (If Applicable)

Summary of Request:

Applicant, Natalie Maddox, acting on behalf of the Owner, Dynamic Holdings LLC, is requesting to establish an initial zoning of B-2, General Business District, concurrent with conditional annexation into the City of Fairhope. The property is approximately .6 acres and is located south of Spring Run Drive, north of the Wolfe-Bayview Funeral Home.

Comments:

The subject property is currently outside the City of Fairhope’s municipal boundary and zoned B-2 by Baldwin County in District 8. The site is undeveloped with plans of building an office using the existing drive to the north.



The site is located between a Village Node and a Commercial Node, per the City of Fairhope Comprehensive Plan’s preferred land use plan. The property is bordered to the north and south by property zoned B-2(Fairhope), to the east is R-4(Fairhope), and west is zoned B-3 by Baldwin County. Important to note, this is a straight re-zoning request and does not include a site plan for intended uses. Future uses, if approved, shall meet the Fairhope Zoning Ordinance requirements.

The Zoning Ordinance defines B-2 General Business District as follows:

“B-2 General Business District: This district is intended to provide opportunity for activities causing noise and heavy traffic, not considered compatible in the more restrictive business district. These uses also serve a regional as well as a local market and require location in proximity to major transportation routes. Recreational vehicle parks, very light production and processing activities are included.”

A copy of the Zoning Ordinance’s Use Table, highlighting allowable uses in B-2, is attached within the packet.

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

(1) Compliance with the Comprehensive Plan;

Response:

Meets

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

Response: Staff is appreciative of the application, which intends to annex into the City of Fairhope and fall under the City’s development guidelines.

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

Response: Meets

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

Response: This is a re-zoning request, without a Site Plan review. Future projects within the subject property shall ensure adequate public infrastructure.

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

Response: Staff does not anticipate an issue at this time.

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

Response: At the time of any development all applicable laws of the City will be applied. If granted, any use within B-2 zoning will be allowed ‘by right’.

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

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

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

Response: Staff does not anticipate any significant issues relating to this criterion at this time.

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

Response: Staff does not anticipate any significant issues relating to this criterion.

Recommendation:

Staff recommends Case: ZC 22.08 PPIN# 91211 be **approved** for conditional annexation, with initial zoning of B-2 General Business District.

Table 3-1: Use table

Zoning District	Zoning District													PUD	VRM	NYC	CVC	HTD
	R-A	R-1 (a,b,c)	R-2	R-3 TH	R-3 P/GH	R-3	R-4	R-5	R-6	B-1	B-2	B-3a	B-3b					
Dwelling																		
Single-family	●	●	●			●	●	●		●	●	●	●	●			●	
Two-family							●	●		●	●	●	●				●	
Townhouse				3			3	3		3	3			3			●	
Patio Home					3												3	
Multiple-family / Apartment							3	●				○	○				○	
Manufactured Home									3									
Mixed-use									●	●	●	●	●				●	
Accessory Dwelling																		
Estate									3	3	3	3	3				3	
Civic																		
Elementary School		●	●			●	●	●		●	●	●	●	●	●	●	●	
Secondary School		●	●			●	●	●		●	●	●	●	●	●	●	●	
Education Facility		●	●			●	●	●		●	●	●	●	●	●	●	●	
Library		●	●			●	●	●		●	●	●	●	●	●	●	●	
Place of Worship																		
Cemetery	○	○	○			○	○	○		○	○	○	○		○	○	○	
Hospital														○	○	○	○	
Public Open Space	●	●	●			●	●	●		●	●	●	●	●	●	●	●	
Common Open Space	●	●	●			●	●	●		●	●	●	●	●	●	●	●	
Community Center or Club	○	○	○			○	○	○		○	○	○	○		○	○	○	
Public Utility	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	
Office																		
General										●	●		●	●	●	●	●	
Professional										●	●		●	●	●	●	●	
Home Occupation	3	3	3	3	3	3	3	3	3	3	3	3	3				3	
Retail																		
Grocery										●	●		●		●	●	●	
Convenience Store										3	3		3		3	3	3	
General Merchandise										●	●		●		●	●	○	
Shopping Center										●	●		●		●	●	○	
Automobile Service Station									○	○	○				○	○	○	
Outdoor Sales Limited										○	○				○	○	○	
Outdoor Sales Lot										○	○				○	○	○	
Garden Center										○	○				○	○	○	
Service																		
Convalescent or Nursing Home	○	○	○			○	○	○		○	○	○		○	○	○	○	
Clinic	○	○	○			○	○	○		○	○	○		○	○	○	○	
Outdoor Recreation Facility	○	○	○			○	○	○		○	○	○	●	○	○	○	○	
Day Care	○	○	○			○	○	○		○	○	○		○	○	○	○	
General Personal Services										●	●		●	●	●	●	●	
Mortuary or Funeral Home										○	○			○	○	○	○	
Automobile Repair										○	○			○	○	○	○	
Indoor Recreation										●	●		○		○	○	○	
Dry Cleaner / Laundry										●	●		○		○	○	○	
Personal Storage										○	○		3	3	○	○	○	
Bed & Breakfast																		
Hotel / Motel																		
Boarding House or Dormitory										○	○	○	○	○	○	○	○	
Recreational Vehicle Park										3	3		3		3	3	3	
Restaurant									○	○	○	○	○	○	○	○	○	
Bar										○	○	○	○	○	○	○	○	
Entertainment Venue										○	○	○	○	○	○	○	○	
Marina																		
Kennel or Animal Hospital										○	○							
Warehouse																		
Junk Yard or Salvage Yard																		
Manufacturing																		
Limited										○	○							
Light																		
General																		
Food Processing																		
Rural																		
Agriculture	●																	
Rural Market	●																	
Plant Nursery	●																	

Uses in the PUD District shall be specified based on a development plan according to the standards and procedures of this ordinance

● Permitted subject to general ordinance standards and conditions.
 3 Permitted subject to special conditions listed in the ordinance
 ○ Permitted only on appeal and subject to special conditions



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

PETITION FOR ANNEXATION

STATE OF ALABAMA)(
COUNTY OF BALDWIN)(

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

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

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

- This petition is for R-1 Zoning
The condition of the Petition is that zoning be established as B-2 Concurrent with Annexation. (Zoning Request)

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

Signatures and names of petitioners: John Maddox, Natalie Maddox, and another individual.

Physical Address of property being annexed: 8076-B Spring Run DR.

Petitioner's Current Physical Address: 8076-B Spring Run DR, Fairhope, AL 36532
Petitioner's Current Mailing Address: 8076-B Spring Run DR, Fairhope, AL 36532

Telephone Number(s): 251-709-9260 Home, 251-990-8181 Work

Tax Parcel ID Number: 091211 Size of Property: 26,000 sq ft

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

Given under my Hand and Seal this 11th day of July, 2022,



Patricia L. Morris
Notary Public

My commission expires 9/8/24

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

Given under my Hand and Seal this 11th day of July, 2022,



Patricia L. Morris
Notary Public

My commission expires 9/8/24

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

Given under my Hand and Seal this _____ day of _____, 20____,

(Seal)

Notary Public

My commission expires _____

ORDINANCE NO. _____

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

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

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

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

The property of The Grand Reserve at Pelham, LLC, generally located on the west side of US Highway 98, just south of Pale Moon Court.

PPIN # 39376, 210314

Legal Description: (Case number ZC 22.11)

Parcel A:

BEGINNING AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF RW BATTLES LLC REPLAT, AS RECORDED ON SLIDE 2776 B-D OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 89°-16'-58" WEST ALONG THE NORTH LINE OF SAID RW BATTLES LLC REPLAT A DISTANCE OF 295.79 FEET TO A CAPPED REBAR (ILLEGIBLE); THENCE RUN SOUTH 89°-28'-38" WEST ALONG SAID NORTH LINE A DISTANCE OF 241.89 FEET TO A 1-1/4" OPEN TOP PIPE; THENCE RUN SOUTH 89°-39'-31" WEST ALONG SAID NORTH LINE A DISTANCE OF 106.51 FEET TO A CAPPED REBAR (MOORE); THENCE RUN NORTH 00°-26'-47" WEST A DISTANCE OF 325.86 FEET TO A CAPPED REBAR (MOORE); THENCE RUN SOUTH 89°-34'-40" WEST A DISTANCE OF 224.84 FEET TO A CAPPED REBAR (MOORE); THENCE RUN SOUTH 00°-25'-38" EAST A DISTANCE OF 325.57 FEET TO A CAPPED REBAR (MOORE); THENCE RUN SOUTH 89°-34'-04" WEST A DISTANCE OF 295.63 FEET TO A 1" IRON PIPE AT THE SOUTHEAST CORNER OF COMMON AREA 3, OLD BATTLES VILLAGE, PHASE THREE, AS RECORDED ON SLIDE 2632 A-D OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00°-14'-51" EAST ALONG THE EAST LINE OF SAID COMMON AREA 3 AND A PROJECTION THEREOF A DISTANCE OF 498.20 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN NORTH 89°-47'-03" EAST A DISTANCE OF 1,167.17 FEET TO A CAPPED REBAR (HMR) AT THE SOUTHEAST CORNER OF LOT 1, JEFFREY SMITH SUBDIVISION, AS RECORDED ON SLIDE 2356-F OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF GREENO ROAD (U.S. HIGHWAY 98, 245' R/W); THENCE RUN SOUTH 00°-31'-40" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 499.87 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 11.62 ACRES, MORE OR LESS.

Parcel B:

COMMENCING AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF RW BATTLES LLC REPLAT, AS RECORDED ON SLIDE 2776 B-D OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 89°-16'-58" WEST ALONG THE NORTH LINE OF SAID RW BATTLES LLC REPLAT A DISTANCE OF 295.79 FEET TO A CAPPED REBAR (ILLEGIBLE); THENCE RUN SOUTH 89°-28'-38" WEST ALONG SAID NORTH LINE A DISTANCE OF 241.89 FEET TO A 1-1/4" OPEN TOP PIPE; THENCE RUN SOUTH 89°-39'-31" WEST ALONG SAID NORTH LINE A DISTANCE OF 106.51 FEET TO A CAPPED REBAR (MOORE) AT THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE SOUTH 89°-39'-31" WEST ALONG SAID NORTH LINE A DISTANCE OF 208.73 FEET TO A CAPPED REBAR (MOORE) AT THE NORTHWEST CORNER OF SAID RW BATTLES LLC REPLAT; THENCE RUN SOUTH 89°-34'-04" WEST A DISTANCE OF 16.21 FEET TO A CAPPED REBAR (MOORE); THENCE RUN NORTH 00°-25'-38" WEST A DISTANCE OF 325.57 FEET TO A CAPPED REBAR (MOORE); THENCE RUN NORTH 89°-34'-40" EAST A DISTANCE OF 224.84 FEET TO A CAPPED REBAR (MOORE); THENCE RUN SOUTH 00°-26'-47" EAST A DISTANCE OF 325.86 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 1.68 ACRES, MORE OR LESS.

Ordinance No. _____

Page -2-

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

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

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

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

Adopted and approved this 24th day of October, 2022

By: _____
James Reid Conyers, Jr.
Council President

Attest:

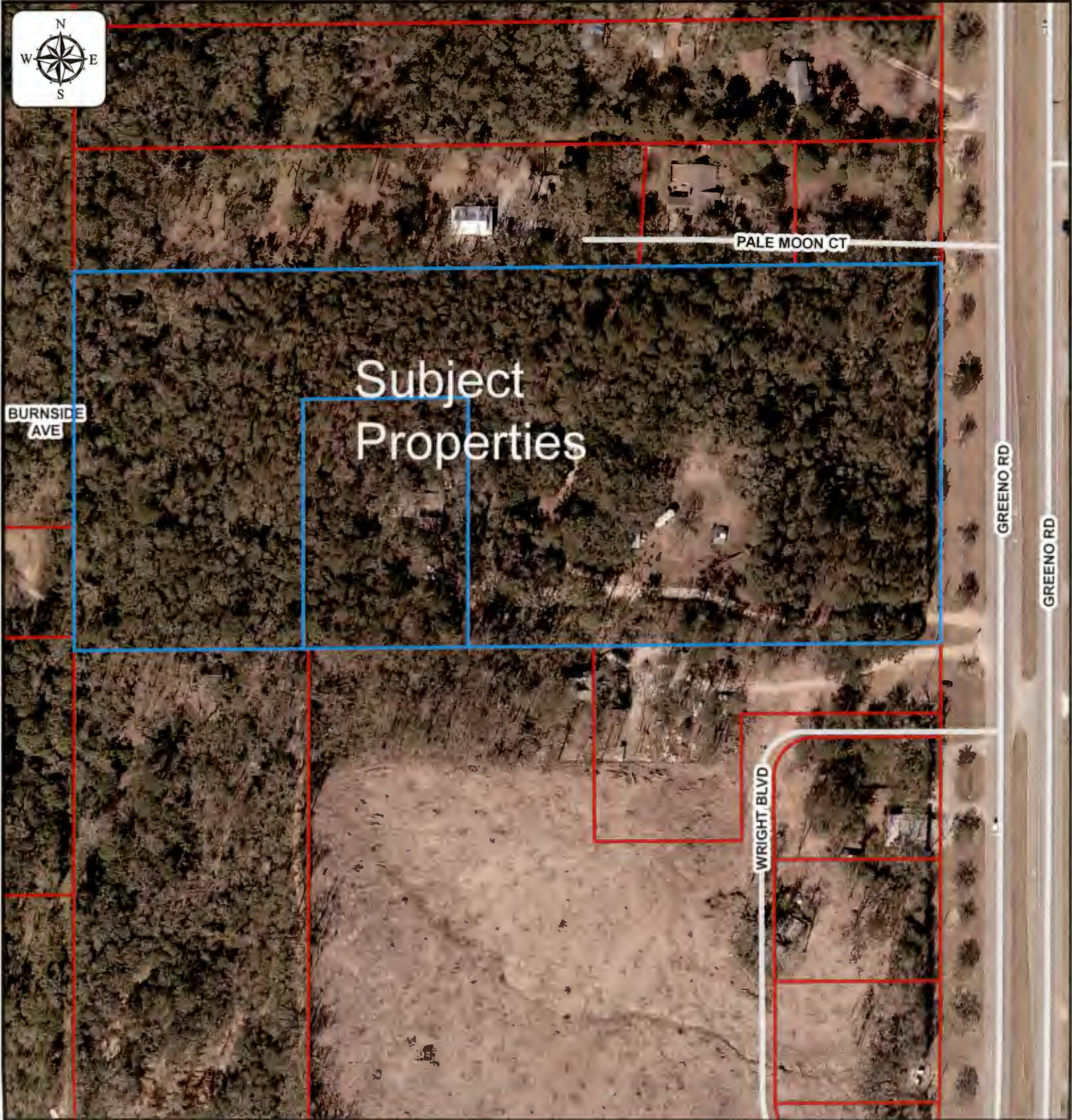
By: _____
Lisa A. Hanks. MMC
City Clerk

Adopted and approved this 24th day of October, 2022

By: _____
Sherry Sullivan, Mayor



Exhibit A: The Property of The Grand Reserve at Pelham LLC.
Conditional Annexation to B-2
(ZC 22.11)

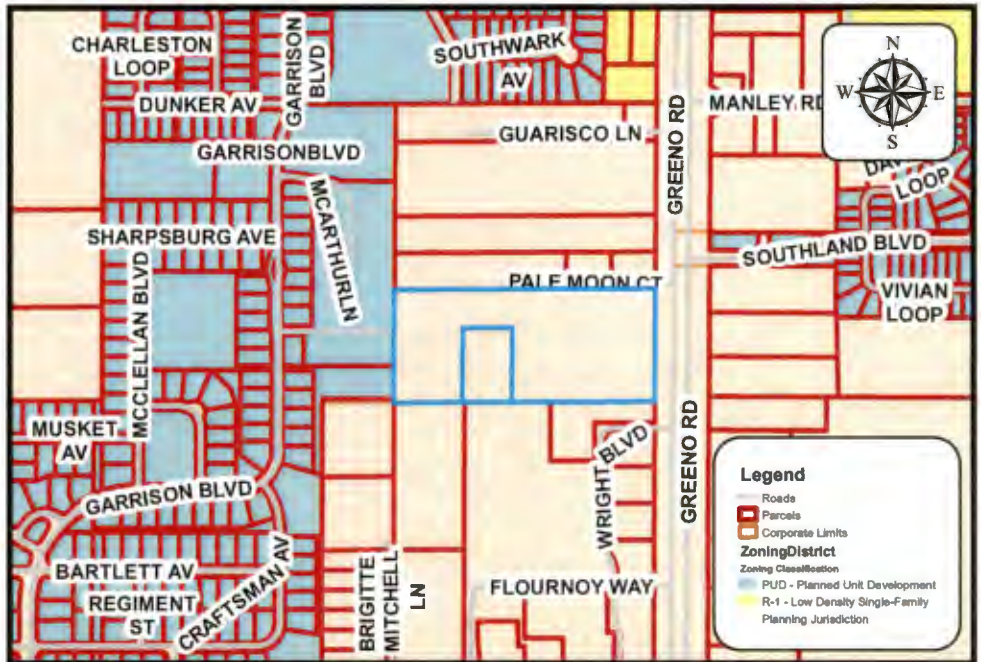


City of Fairhope City Council October 24, 2022



The Planning Commission unanimously (8 Ayes, 0 Nays) voted to recommend approval of ZC 22.11.

ZC 22.11 - 18323 Greeno Road Annexation



Project Name:	18323 Greeno Road Annexation
Site Data:	13.30 acres
Project Type:	Annexation / Zoning Change: B-2
Jurisdiction:	Fairhope Planning Jurisdiction
Zoning District:	RSF-E (Baldwin County)
PPIN Number(s):	39376, 210314
General Location:	West side of US Highway 98, just south of Pale Moon Court
Surveyor of Record:	JADE Consulting, LLC
Engineer of Record:	JADE Consulting, LLC
Owner / Developer:	The Grand Reserve at Pelham LLC
School District:	Fairhope Elementary School Fairhope Middle and High Schools
Recommendation:	Approval
Prepared by:	Hunter Simmons





APPLICATION FOR ZONING DISTRICT CHANGE

Property Owner / Leaseholder Information

Name: THE GRAND RESERVE AT PELHAM, LLC Phone Number: 334-480-4001
 Street Address: 3517 RETAIL DR
 City: PHENIX CITY State: AL Zip: 36860

Applicant / Agent Information
If different from above.
 Notarized letter from property owner is required if an agent is used for representation

Name: JADE Consulting, LLC Phone Number: 251-928-3443
 Street Address: 208 N. Greeno Rd., Ste. C
 City: Fairhope State: AL Zip: 36532

Current Zoning of Property: RSF-E
 Proposed Zoning/Use of the Property: B-2
 Property Address: 18323 GREENO RD & 18323 GREENO RD S (A)
 Parcel Number: 05-46-09-29-0-000-068.000 & 05-46-09-29-0-000-068.001
 Property Legal Description: See appendix
 Reason for Zoning Change: Annexation with contiguous Public Commercial Center Development

Property Map Attached YES NO
 Metes and Bounds Description Attached YES NO
 Names and Address of all Real Property Owners within 300 Feet of Above Described Property Attached. YES NO

Character of Improvements to the Property and Approximate Construction Date: Property is being considered as future phase of Public shopping center. All city design standards will be provided at future submittal.

Zoning Fee Calculation:
 Reference: Ordinance 1269

I certify that I am the property owner/leaseholder of the above described property and hereby submit this application to the City for review. *If property is owned by Fairhope Single Tax Corp. an authorized Single Tax representative shall sign this application.

Justin Trimbeck, Manager/Member
 Property Owner/Leaseholder Printed Name
0-16-22
 Date

Justin Trimbeck
 Signature
 NA
 Fairhope Single Tax Corp. (If Applicable)



ORDINANCE NO. 1054

AN ORDINANCE AMENDING ORDINANCE NO. 557 KNOWN AS THE ZONING ORDINANCE TO REQUIRE THAT PUBLIC NOTICE SIGNS BE POSED ON PROPERTY BEING CONSIDERED FOR A ZONING CHANGE

- ◆ **WHEREAS, The City of Fairhope, Alabama has recognized that the planning process is open to public participation and input, and**
- ◆ **WHEREAS, The City of Fairhope , Alabama realizes that planning decisions that impact the city should be publically known, and**
- ◆ **WHEREAS, The City of Fairhope, Alabama desires to maximize public knowledge and input into the planning process, and**
- ◆ **WHEREAS, The City of Fairhope, Alabama is dedicated to serve the citizens of the community by keeping them informed about potential change,**

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

1. **The ordinance known as the Zoning Ordinance (No. 557) Section 8.61, amended by Ordinance 1025, is hereby amended to insert the following paragraph:**

The applicant is also required to post on the property being considered for a zoning change a sign that gives public notice. This sign shall be posted adjacent to a publicly dedicated street. The sign shall be furnished by the City at the time of application. The sign shall be no later than 15 days before the Planning Commission meeting and shall remain posted until after final action by the City Council. The applicant shall remove the sign from the property and return it to the City within 2 days of final action by the City Council.

It is the sole responsibility of the applicant to post the sign in accordance with these regulations. Failure to post this sign may result in nullification of the zoning change decision and application.

2. **Severability Clause**
If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.
3. **Effective Date**
This ordinance shall be in full force upon its adoption and publication as provided by law.

**Adopted this the 10th day of May 1999.
James P. Nix, Mayor
Geniece W. Johnson, City Clerk**



CERTIFICATION OF PROPERTY OWNER NOTIFICATION LIST
As Required by the City of Fairhope

Hearings on Zoning Change applications require notification to all property owners within 300 feet of the property under consideration for the change. This list must be the most current property owners' records available from the Baldwin County Revenue Office.

By signing below, I Justin Trimback, Manager/Member, (applicant) do hereby certify that the property owner list attached to this application was obtained from the Baldwin County Revenue Office and is a complete list of all real property owners/lessees within 300 feet of the parcel submitted for consideration by the Planning & Zoning Commission.

Justin Trimback
Signature of Applicant or Authorized Agent

8-16-22
Date of Application

Summary of Request:

Applicant, Jade Consulting LLC, acting on behalf of the Owner, The Grand Reserve at Pelham LLC, is requesting to establish an initial zoning of B-2, General Business District, concurrent with conditional annexation into the City of Fairhope. The property is approximately 13.30 acres and is located on the northwest corner of Greeno Road and Old Battles Road.

Comments:

The subject property is currently outside the City of Fairhope’s municipal boundary and un-zoned. The subject property lies within the City of Fairhope’s permitting jurisdiction. The property to be annexed is generally located on the map below. The properties to the south currently has an application for conditional annexation to B-2 as well.



This site is not within a commercial/village node within Fairhope’s current Comprehensive Plan. However, the City is currently in the process of updating its Comprehensive Plan and acknowledge the intersection of Greeno Rd and Old Battles Rd development pattern change since the last update and will need to be considered a future node at this intersection. If annexation and B-2 Zoning are approved, future uses shall meet the Fairhope Zoning Ordinance requirements.

Please note, this is a straight re-zoning request and does not include a site plan for intended uses. There are no approved development plans for this site.

On July 19, 2022, the Baldwin County Commission enacted zoning for Planning Districts 8 and 37. The subject property is now zoned RSF-E (Residential Single Family Estate District) as shown on the map below.



The Zoning Ordinance defines B-2 General Business District as follows:

“B-2 General Business District: This district is intended to provide opportunity for activities causing noise and heavy traffic, not considered compatible in the more restrictive business district. These uses also serve a regional as well as a local market and require location in proximity to major transportation routes. Recreational vehicle parks, very light production and processing activities are included.”

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

(1) Compliance with the Comprehensive Plan;

Response:

Meets

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

Response: Staff is appreciative of the application, which intends to annex into the City of Fairhope and fall under the City’s development guidelines.

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

Response: Meets

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

Response: This is a re-zoning request, without a Site Plan review. The subject property lies within the City’s permitting jurisdiction.

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

Response: There are no current development plans.

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

Response: At the time of any development all applicable laws of the City will be applied. If granted, any use within B-2 zoning will be allowed 'by right'.

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

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

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

Response: Future development will require further reviews depending on the projects proposed.

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

Response: Staff cannot not anticipate any significant issues relating to this criterion.

Recommendation:

Staff recommends Case ZC 22.11 18323 Greeno Road be **approved** for conditional annexation, with initial zoning of B-2 General Business District.



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

PETITION FOR ANNEXATION

STATE OF ALABAMA X
COUNTY OF BALDWIN X

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

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

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

This petition is for R-1 Zoning

The condition of the Petition is that zoning be established as B-2
Concurrent with Annexation. (Zoning Request)

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

Justin Trimback
Signature of Petitioner

Signature of Petitioner

Signature of Petitioner

Justin Trimback, Manager/Member
Print petitioner's name

Print petitioner's name

Print petitioner's name

Physical Address of property being annexed: 18323 GREENO RD & 18323 GREENO RD S (A)

Petitioner's Current Physical Address:
THE GRAND RESERVE AT PELHAM, LLC
3517 RETAIL DR, PHENIX CITY AL 36869

Petitioner's Current Mailing Address:

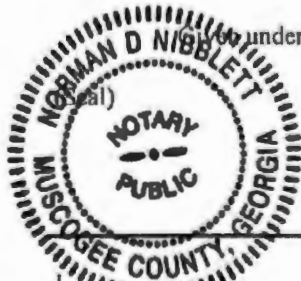
Telephone Number(s): _____ 334-480-4001
 Home Work

County Tax Parcel Number: 05-46-09-29-0-000-068.000 & 05-46-09-29-0-000-068.001

U.S JUSTICE DEPARTMENT INFORMATION

- Size of property (acres or square feet) 13.30
- If property is occupied, give number of housing units 0
- Number of Persons residing in each unit, and their race 0
- If property is unoccupied, give proposed use Any use allowed by B-2 zoning
- If property is being developed as a subdivision, give subdivision name
NA
- Number of lots within proposed subdivision NA

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



Given under my Hand and Seal this 16th day of August, 20 22,

[Signature]
Notary Public

My commission expires 10-22-22

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

Given under my Hand and Seal this _____ day of _____, 20 _____,

(Seal)

Notary Public

My commission expires _____

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

Given under my Hand and Seal this _____ day of _____, 20 _____,

(Seal)


Notary Public

My commission expires _____

NOTARIZED AUTHORIZATION OF OWNER

I/We, Juston Trimback, Manager, as Managing Member of The Grand Reserve at Pelham LLC as the sole or joint fee simple title holder(s) of the property described as parcels 05-46-09-29-0-000-068.000 and 05-46-09-29-0-000-068.001 in the City of Fairhope, County of Baldwin, State of Alabama, authorize and JADE Consulting, LLC and/or their consultants to act as our agent to seek City, County or state Annexation & Rezone approvals, and/or all regulatory approvals in connection therewith, on the above referenced property.

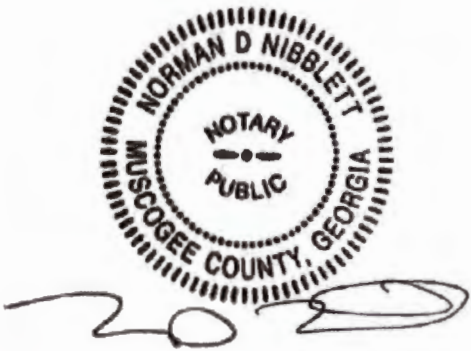
Company: THE GRAND RESERVE AT PELHAM LLC

By: 
As Its: Manager/Member
Address: 3517 RETAIL DR
PHENIX CITY, AL 36869

Phone: 334-480-4001 Fax: 334-855-9474
Email: trimback@trimcor.com

STATE OF GA
COUNTY OF MUSCOGEE

The forgoing instrument was acknowledged before me this 15th day of August, 2022 by Juston Trimback as its Manager/Member, who is personally known to me or who has produced _____ (type of ID) as identification and who did not take an oath.



MUSCOGEE COUNTY
NOTARY PUBLIC - STATE OF GEORGIA
NORMAN D. NIBBLETT
NAME OF NOTARY - TYPED OR PRINTED

COMMISSION NO: Expires 10-22-22

MEMORANDUM

DATE: September 21, 2022
TO: Fairhope City Council
FROM: Hunter Simmons, Planning Director
RE: Proposed Amendments to Montrose Preserve PUD (ZC 22.10)

The Montrose Preserve PUD Amendment, ZC 22.10, received a unanimous vote from Planning Commission to recommend denial to City Council at the September 8, 2022, meeting. The application is advertised in the newspaper as required by the Fairhope Zoning Ordinance prior to a Public Hearing before the Fairhope City Council. The application for Case ZC 22.10 is provided as Exhibit A. This MEMO supplements the application to summarize the applicant's request.

The Applicant, S.E. Civil, proposed two amendments to the existing PUD. The proposed amendments are summarized as follows:

Proposed Amendment 1: Allow 4-5 "Development Phases"

The currently approved PUD requires a preliminary plat that provides access to each of the 18 lots to ensure infrastructure and utilities can be provided. In effect, the proposed amendment would remove this requirement in favor of "Development Phases", not to be confused with construction phases, which conflicts with the conditions of approval of Case 21.15, as well as the following limitation described in Ordinance No. 1742:

"A preliminary plat shall be required that includes the entire acreage. At minimum, the preliminary plat shall provide street access to each of the 18 lots and be in substantial conformance with the street layout as proposed on the Master Site Plan. The preliminary plat shall be approved by the Fairhope Planning Commission prior to issuance of any building permits for any property located within the PUD".

The proposed amendment would remove the limitation above.

Proposed Amendment 2: Allow two (2) options for Lots 4-6

Option A: Provide options to allow Lots 4-6 to be sold individually. Exhibit B is the site plan, as supplied by the applicant, for Option A.

Option B: Combine Lots 4-6 as one (1) lot to be sold, thus reducing the total lot count to 16. Exhibit C is the site plan, as supplied by the applicant, for Option B.

END OF PROPOSED AMENDMENT



APPLICATION FOR ZONING DISTRICT CHANGE

Property Owner / Leaseholder Information
Name: Burgess Thomasson Phone Number:
Street Address: 1912 Dauphin Street
City: Mobile State: AL Zip: 36606

Applicant / Agent Information
If different from above.
Notarized letter from property owner is required if an agent is used for representation.
Name: Aaron Collins Phone Number: 251-990-6566
Street Address: 9969 Windmill Road
City: Fairhope State: AL Zip: 36532

Current Zoning of Property: Planned Unit Development
Proposed Zoning/Use of the Property: Planned Unit Development (Revision)
Property Address: See Attached
Parcel Number: See Attached
Property Legal Description: See Attached
Reason for Zoning Change: To modify phases from 4 to 5 with an option to make Phase 2 one lot to sell to Barry Booth.

Property Map Attached YES NO
Metes and Bounds Description Attached YES NO
Names and Address of all Real Property Owners within 300 Feet of Above Described Property Attached. YES NO

Character of Improvements to the Property and Approximate Construction Date:
Existing site is undeveloped. Proposed residential neighborhood to be constructed once approvals are granted.

Zoning Fee Calculation:
Reference: Ordinance 1269

I certify that I am the property owner/leaseholder of the above described property and hereby submit this application to the City for review. *If property is owned by Fairhope Single Tax Corp. an authorized Single Tax representative shall sign this application

Aaron Collins (Authorized Agent)
Property Owner/Leaseholder Printed Name

Signature (Handwritten signature of Aaron Collins)

7/22/2022
Date

Fairhope Single Tax Corp. (If Applicable)



APPLICATION FOR ZONING DISTRICT CHANGE

Property Owner / Leaseholder Information
 Name: Burgess Thomasson Phone Number: _____
 Street Address: 1912 Dauphin Street
 City: Mobile State: AL Zip: 36606

Applicant / Agent Information
If different from above.
 Notarized letter from property owner is required if an agent is used for representation.
 Name: Aaron Collins Phone Number: 251-990-6566
 Street Address: 9969 Windmill Road
 City: Fairhope State: AL Zip: 36532

Current Zoning of Property: Planned Unit Development
 Proposed Zoning/Use of the Property: Planned Unit Development (Revision)
 Property Address: See Attached
 Parcel Number: See Attached
 Property Legal Description: See Attached
 Reason for Zoning Change: To modify phases from 4 to 5 with an option to make Phase 2 one lot to sell to Barry Booth.

Property Map Attached **YES** NO
 Metes and Bounds Description Attached **YES** NO
 Names and Address of all Real Property Owners within 300 Feet of Above Described Property Attached. **YES** NO

Character of Improvements to the Property and Approximate Construction Date: _____
Existing site is undeveloped. Proposed residential neighborhood to be constructed once approvals are granted.

Zoning Fee Calculation:
 Reference: Ordinance 1269

I certify that I am the property owner/leaseholder of the above described property and hereby submit this application to the City for review. *If property is owned by Fairhope Single Tax Corp. an authorized Single Tax representative shall sign this application

Aaron Collins (Authorized Agent)
 Property Owner/Leaseholder Printed Name

Aaron Collins
 Signature

7/22/2022
 Date

Fairhope Single Tax Corp. (If Applicable)

Exhibit B: Option A Site Plan

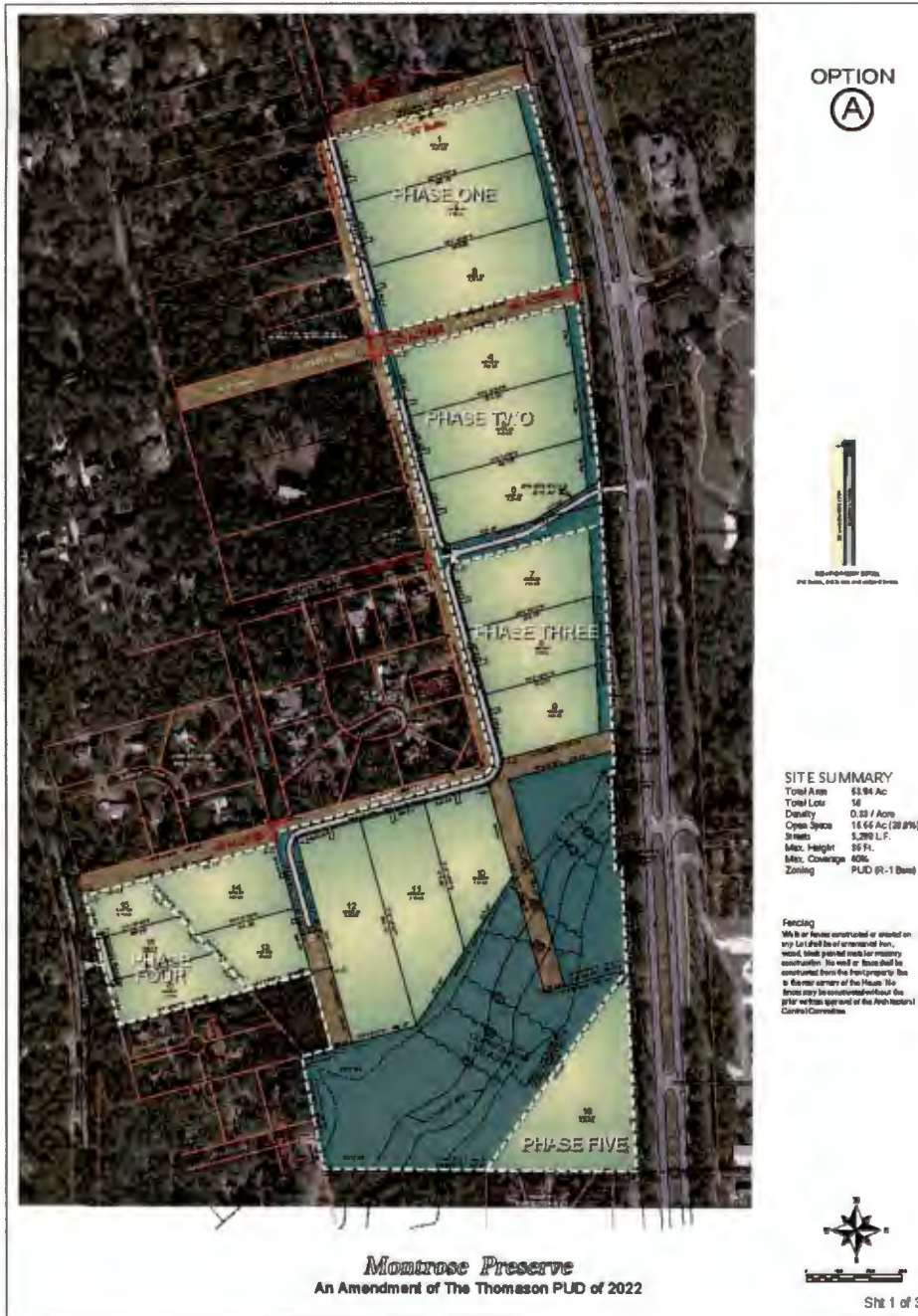


Exhibit B: Option A Site Plan



OPTION
(A)



SITE SUMMARY

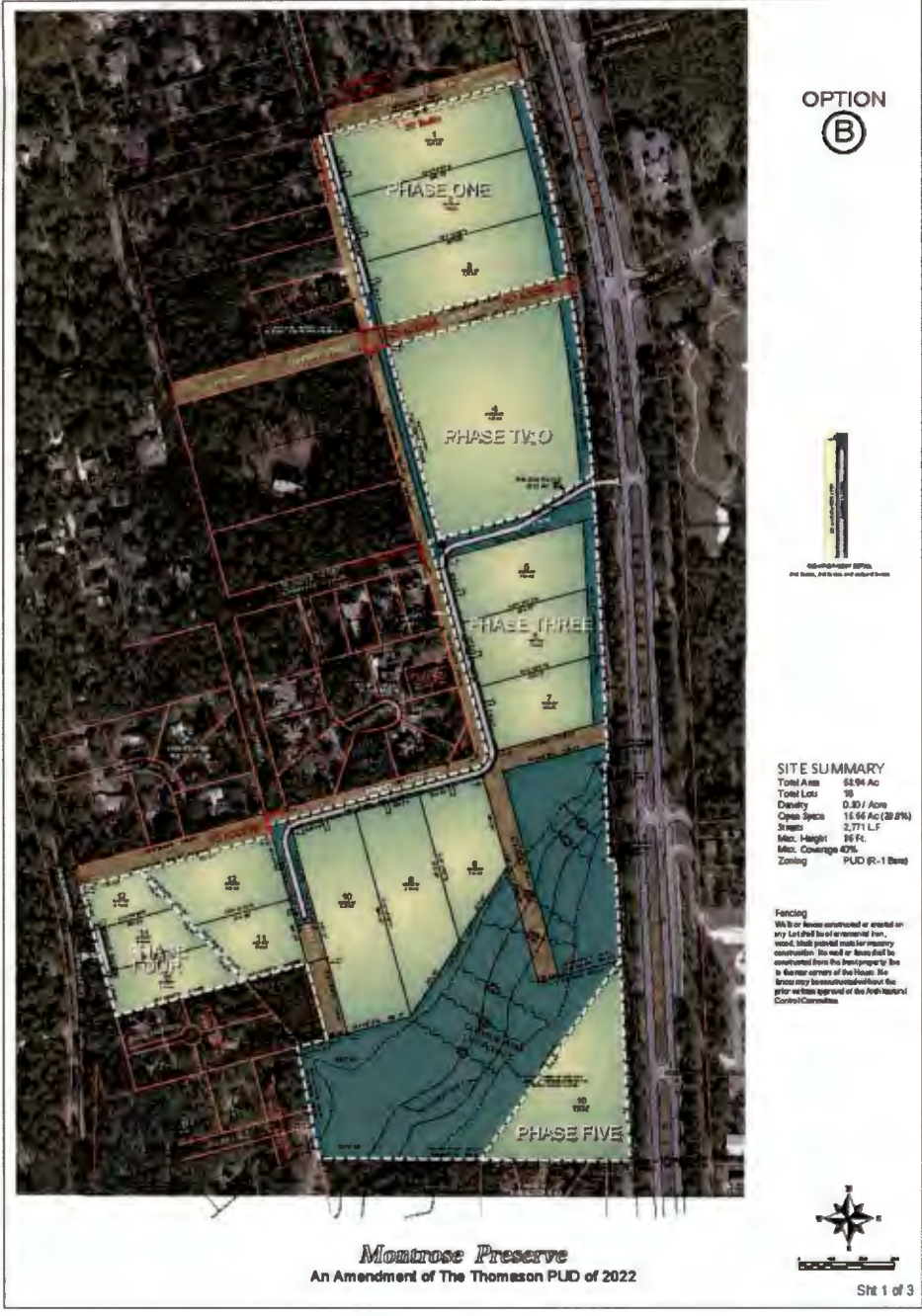
Total Area	63.94 Ac
Total Lots	18
Density	0.33 / Acre
Open Space	15.66 Ac (24.5%)
Streets	3,290 L.F.
Max. Height	36 Ft.
Max. Coverage	40%
Zoning	PUD (R-1 Base)

Fencing
 Walls or fences constructed or erected on any Lots shall be of ornamental iron, wood, black painted metal or masonry construction. No wall or fence shall be constructed from the front property line to the rear corner of the House. No fences may be constructed without the prior written approval of the Architectural Control Committee.



Montrose Preserve
 An Amendment of The Thomason PUD of 2022

Exhibit C: Option B Site Plan





OPTION

B



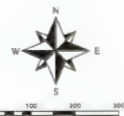
RIGHT-OF-WAY DETAIL
2nd Street, 3rd Street and Ladybird Street

SITE SUMMARY

Total Area	53.94 Ac
Total Lots	16
Density	0.30 / Acre
Open Space	15.55 Ac (28.8%)
Streets	2,771 L.F.
Max. Height	35 Ft.
Max. Coverage	40%
Zoning	PUD (R-1 Base)

Fencing

Wells or fences constructed or erected on any Lot shall be of ornamental iron, wood, black painted metal or masonry construction. No well or fence shall be constructed from the front property line to the rear corners of the House. No fences may be constructed without the prior written approval of the Architectural Control Committee.



Montrose Preserve
An Amendment of The Thomason PUD of 2022

City of Fairhope City Council

October 24, 2022



The Planning Commission unanimously (8 Ayes, 0 Nays) voted to recommend denial of ZC 22.10.

ZC 22.10 - Montrose Preserve PUD Amendment



Project Name:	Montrose Preserve PUD Amendment
Site Data:	53.94 acres
Project Type:	18 Residential Lot PUD
Jurisdiction:	Fairhope Planning Jurisdiction
Zoning District:	PUD
PPIN Number:	75979, 75980, 75981, 59675, 75978
General Location:	West side of U.S. Highway 98, across from Rock Creek Subdivision
Surveyor of Record:	
Engineer of Record:	
Owner / Developer:	Burgess Thomasson, Jr. et al
School District:	Fairhope Elementary School Fairhope Middle and High Schools
Recommendation:	Denial
Prepared by:	Hunter Simmons/Michelle Melton



APPLICATION FOR ZONING DISTRICT CHANGE

Property Owner / Leaseholder Information

Name: Burgess Thomasson Phone Number: _____
 Street Address: 1912 Dauphin Street
 City: Mobile State: AL Zip: 36606

Applicant / Agent Information

If different from above.
 Notarized letter from property owner is required if an agent is used for representation.

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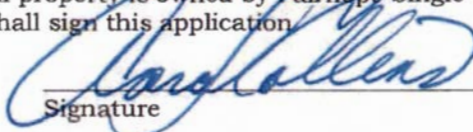
Property Map Attached **YES** NO
 Metes and Bounds Description Attached **YES** NO
 Names and Address of all Real Property Owners within 300 Feet of Above Described Property Attached. **YES** NO

Character of Improvements to the Property and Approximate Construction Date: _____
Existing site is undeveloped. Proposed residential neighborhood to be constructed once approvals are granted.

Zoning Fee Calculation:
Reference: Ordinance 1269

I certify that I am the property owner/leaseholder of the above described property and hereby submit this application to the City for review. If property is owned by Fairhope Single Tax Corp. an authorized Single Tax representative shall sign this application.

Aaron Collins (Authorized Agent)
 Property Owner/Leaseholder Printed Name


 Signature

7/22/2022
 Date

 Fairhope Single Tax Corp. (If Applicable)

Summary of Request:



Aaron Collins, PLS, S.E. Civil, LLC, acting on behalf of the owners, Burgess A. Thomasson, Jr., Leigh Thomasson Brown, and Albert Daniel Thomasson, request an amendment to the Montrose Preserve (formerly Thomasson) PUD, originally approved in 2017 by Ordinance 1596, as amended by Ordinance 1742 in 2021. Copies of the Ordinances are included within the packet along with the Staff Report(s). Other authorized agents include Larry Chason with Chason & Earle Real Estate Brokers and Developers, L.L.C., as well as David Connor with Blackburn & Connor Attorneys At Law.

The currently approved PUD (Ord. 1742) allows for 18 single-family lots on 53.94 acres. The Applicant is requesting to amend the current PUD, but still maintain 18 single-family lots. The layout generally remains the

same. The Applicant provided a revised narrative, which is attached. Essentially, this proposed amendment is two-fold:

- 1) Provide options to allow Lots 4-6 to be sold individually (“Option A”) or combine Lots 4-6 as one (1) lot to be sold (“Option B”); and
- 2) To add five (5) development phases.

Otherwise, the PUD remains the same with one slight exception. The new entrance from U.S. Hwy 98 has been shifted to align with an existing median crossover. Setbacks and other dimensional requirements, as well as uses, shall follow R-1, Single-Family Residential requirements unless otherwise referenced on the proposed site plan.

Comments:

This review focuses on the *differences* between the currently approved PUD and the proposed amendments included within this application. The staff reports for the currently approved PUD are included for reference, but the following is a bullet point list of highlights.

- 40 ft “Common Area Buffer” along the U.S. Hwy 98 side from Lot 1 down to Lot 9 (Ledyard Street).
- 20 ft buffer on Adams Street
- Increased open space from 13.8 acres (25.6%) to 15.55 acres (28.8%)
- Specific guidelines for fences/walls.
- All common areas labeled on the Site Plan shall remain undisturbed, except for minimal clearing to construct walking trails.
- Avoiding accessing existing roads in Montrose.

Ideally, an Applicant applying for a PUD has a clear vision that does not include options, but in this case the request for Option A or B appears reasonable assuming the overall intent of the PUD is achieved. Staff has concerns the phased development of these options could create problems. To be clear, staff is not opposed to phased construction, i.e. actually building required improvements prior to the creation of new lots, but does believe the PUD should be comprehensively planned and not be piecemeal. While unconventional, perhaps our concerns are best explained with an example.

The subject properties are currently under unified ownership. Any required easements, rights-of-way, lot line adjustments, etc. can be accommodated to ensure the overall intents of the PUD are achieved. Suppose in Option B, Phase 2, Lots 4-6 are combined and sold to a separate entity. The Applicant suggests, potentially, the historically unopened rights-of-way be vacated. In this case, Lots 4-6 are combined, along with the vacated ROW, with the lot to the west. It is currently unclear how utilities will connect to Lots 7-14. Extending existing infrastructure from the northern portion of 3rd St. would be blocked without permission from the new owner, who may/may not be agreeable.

Whether likely or not, the above scenario is but one possibility that could be resolved with an overall plan to ensure access to infrastructure is provided. Other concerns that could be resolved with a more detailed plan include, but are not limited to:

- Common areas that should be created separate from the residential lots along with a documented maintenance plan by the 18 (or 16) individual owners as proposed by the Applicant.
- Definitive delineations of wetland boundaries, stream protections, floodways, and flood zones.
- The 40' undisturbed buffer provided adjacent to U.S. Hwy 98 is conceptually illustrated on the site plan, but may require adjustments due to an existing powerline to meet the intentions of the PUD.
- Will each lot manage their own drainage? Each phase? Or will there be a shared drainage area? Is that best located in an existing common area or will a new common area need to be created? If shared, an operation and maintenance plan will be required.
- The rights-of-way are currently under the jurisdiction of Baldwin County and the 3rd Street ROW is NOT vacated. Moreover, two (2) former County Commissioners went on record stating that they would not support a vacation of this ROW nor a ROW Use Agreement. Fairhope may be agreeable to accept the rights-of-way if requested by Baldwin County. However, the Baldwin County Commission makes that request to the Fairhope City Council. The Applicants are responsible for discussions with Baldwin County to initiate that process.
- If the rights-of-way are accepted by the City of Fairhope, the City Council may choose to keep the rights-of-way unopened, open them, agree to a limited use agreement, including hold harmless agreements, or even vacation. The City cannot determine which option is preferable prior to accepting the rights-of-way. Staff is willing and prepared to draft an Acceptance Resolution to present to our City Council if/when the request is made.
- If rights-of-way remain unopened access to Lots 7-14 (and potentially including 4-6) would be through private easement agreements among the individual lot owners.
- Garbage collection was discussed in previous reviews. Lots 1-14 were to be collected along a route that generally followed the 3rd St. and Ledyard St. unopened rights-of way. Removing access through Lots 4-6 would require garbage trucks to re-route to the U.S. Hwy 98 entrance to access Lots 7-14. , This re-route may be acceptable, but increased travel times and expanded garbage routes will need to be reviewed/approved by Public Works.
- Approval of U.S. Hwy 98 entrance, including any potential improvements. Applicants are responsible for discussions with ALDOT to initiate that process.

The concerns expressed above, among others, were recognized early in the City's review processes in 2021. To accommodate the Applicant's desire, staff suggested conditions that would allow expedited approval of the PUD, but would require clarifications during Preliminary Plat. Among other conditions, the following was the first recommendation made by staff:

"A preliminary plat shall be required that includes the entire acreage. At minimum, the preliminary plat shall provide street access to each of the 18 lots and be in substantial conformance with the street layout as proposed on the Master Site Plan. The preliminary plat shall be approved by the Fairhope Planning Commission prior to issuance of any building permits for any property located within the PUD."

It has been implied staff added this condition prior to the City Council public hearing on January 24, 2022. For clarification, this condition was discussed at the first Development Review meeting and remained unchanged during the following instances. Throughout the process, no one expressed opposition to this condition.

Pertinent Dates

November 30, 2021	Staff reports posted
December 6, 2021	Presented at Planning Commission
December 31, 2021	Newspaper Advertisement, 1 st Run
January 7, 2022	Newspaper Advertisement, 2 nd Run
January 21, 2022	Press Packet release for City Council public hearing
January 24, 2022	Public hearing at City Council meeting
February 10, 2022	Press Packet release for City Council second reading
February 14, 2022	Second reading at City Council
February 25, 2022	Advertisement ran in newspaper for final adoption.

Ordinance 1742 was finalized on February 25, 2022. A complete copy of the Ordinance is attached.

Staff received a Preliminary Plat application in March 2022 that only included Lots 1-6. The application was rejected because, in part, the first condition of approval was not met. This proposed amendment intends to remove the conditions of approval that would require the entire site to be comprehensively planned. While staff supports the conceptual design of 18 “estate” lots we do not recommend approval of a phased development and maintain our recommendations as adopted.

For clarification, the aforementioned limitations within Ordinance 1742 are listed below. As a reminder, along with the Preliminary Plat application, Applicant may request waivers from requirements of the Subdivision Regulations if necessary to accommodate the goals of the PUD. The Planning Commission has the authority to grant waivers when deemed appropriate. Construction phases are also acceptable within a Preliminary Plat.

Existing Conditions of Approval:

- 1.) A preliminary plat shall be required that includes the entire acreage. At minimum, the preliminary plat shall provide street access to each of the 18 lots and be in substantial conformance with the street layout as proposed on the Master Site Plan. The preliminary plat shall be approved by the Fairhope Planning Commission prior to issuance of any building permits for any property located within the PUD.
- 2.) Street access to every lot shall be determined and approved by the Authority Having Jurisdiction prior to submitting for Preliminary Plat or building permits.
- 3.) Access from US HWY 98 shall be approved by ALDOT, and any required improvements shall be installed solely at the Developer’s expense.
- 4.) Access from Main Street shall be approved by Baldwin County Highway and any required improvements shall be installed solely at the Developer’s expense.
- 5.) If street access, in substantial conformance of the proposed site plan cannot be achieved within two years, the approved PUD shall revert to the Montrose PUD approved in Ordinance 1956. The two-year time frame may be extended only by the City Council.
- 6.) A 40’ buffer shall be required on any lot abutting US HWY 98. The area within the buffer shall be common area.

- 7.) The buffers shown on the plans, and those required by condition, shall remain natural, except for the allowance of plant materials to be installed where a visual buffer does not exist.
- 8.) Where a visual buffer does not exist within buffer areas shown on the plan, or required by a condition of approval, plant materials shall be installed to provide a visual barrier.
- 9.) Any item not specifically outlined in the PUD Ordinance shall meet all pertinent regulations and ordinances, including, but not limited to, those outline in R-1.
- 10.) All streets, whether public or private, shall be approved by the City of Fairhope Public Works Director.
- 11.) Connections to existing utility infrastructure shall be determined prior to application for preliminary plat.
- 12.) Any outside agency permits (ALDOT, Baldwin County, ADEM, etc.) required shall be obtained prior to submission of building permits.

Regarding Option A vs. Option B the City of Fairhope Zoning Ordinance provides that the Planning Director may administratively approve minor amendments to PUD's that are in substantial conformance with the approved plan. If Planning Commission and City Council agree, and assuming clarifications are provided with the Preliminary Plat and the intentions are transparent, administrative approval could allow a reduction in lots without requiring a full PUD amendment, which can take 3-4 months. Taking potential administrative approval into account, staff makes the following recommendation:

Recommendation:

Staff recommends Case: ZC 22.10 Montrose Preserve PUD Amendment be **Denied**.

ORDINANCE NO. _____

**AUTHORIZING THE OPERATION OF A MEDICAL CANNABIS DISPENSARY
WITHIN THE CORPORATE LIMITS OF THE CITY OF FAIRHOPE**

WHEREAS, on May 17, 2021, the Governor for the State of Alabama signed Darren Wesley 'Ato' Hall Compassion Act into law (the Act); and

WHEREAS, the Act provides for the medical use of marijuana for patients with a qualifying medical condition and a valid medical cannabis card; and

WHEREAS, a dispensary may only be operated in a municipality if the municipality has passed an ordinance authorizing the operation of dispensaries within the municipality's corporate limits; and only allowed in expressly permitted areas listed in Table 3-1: Use Table of the Fairhope Zoning Ordinance as recommended by the Planning and Zoning Commission, adopted by the City Council and subject to its restrictions; and

WHEREAS, the Act authorizes and requires the Medical Cannabis Commission to heavily regulates dispensary operation, (See, §§20-2A-50 - 20-2A-68, Code of Alabama), thus addressing any health, safety or welfare concerns for the citizens of the City of Fairhope; and

WHEREAS, the location of a dispensary within the corporate limits of the City of Fairhope will bring the potential of hundreds of new employment opportunities for the citizens of the City of Fairhope; and

WHEREAS, a dispensary would be required to purchase a business license and pay sales tax to the City of Fairhope, thus increasing revenue.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA, that it authorizes the operation of dispensing sites within the corporate limits of the City of Fairhope subject to any applicable zoning restrictions the City of Fairhope may adopt pursuant to §20-2A-51(c)(3).

ADOPTED THIS THE 24TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

ADOPTED THIS THE 24TH DAY OF OCTOBER, 2022

Sherry Sullivan, Mayor

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NO. 1510
AND REPEALING ORDINANCE NO. 1691
KNOWN AS THE PERSONNEL RULES, POLICIES
AND PROCEDURES ORDINANCE**

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

Section 1. The ordinance known as the Personnel Rules, Policies, and Procedures Ordinance (No. 1510), adopted 14 April 2014, together with the Personnel Handbook of the City of Fairhope, be and the same hereby is changed and altered in respect to the certain sections below:

Add the following to:

VI. Employee Benefits

Section 6.01. Health Insurance Benefits

The City values our employees and your health, so we will continue to provide healthcare, wellness coaching, and biometric screenings through the Symbol Clinic. There is no copay for office visits or generic prescriptions dispensed at the clinic; and employees are provided access to the Fairhope Symbol Clinic while they are on the clock, without loss of paid time off. With our Wellness Incentivized Program, the City asks employees and retirees to participate in a biometric screening during the first month their Blue Cross Blue Shield insurance is effective and each year in November or December. If no coaching is required then there will be no increase to their health premiums. Coaching is required for high risk employees and high risk retirees and if they are compliant with coaching there will be no increase in health premiums for the next year. If employees and retirees choose not to participate in the biometric screening within their first month of insurance effective date and each year in November or December, then the City will increase their insurance premium cost by \$50.00 per month/\$600.00 per year. If the employees or retirees participate in the biometric screening and is non-compliant with the required coaching for the remainder of the year, then their insurance premium will increase by \$50.00 per month/\$600.00 per year. The Wellness Incentivized Program will begin **January 1, 2023**.

Employees hired prior to October 1, 2017 (also known as “Grandfathered Employees”)

Wellness Monthly Premium	Non-Wellness Monthly Premium
\$0	\$50.00

All employees hired on or after October 1, 2017, who choose to be covered under the City’s health plan, may choose from two options:

1. Choose “Option I”, which is the same health plan as current employees. Employee monthly contributions for Single and Family coverage (for all employees hired on or after October 1, 2017) for the “Option I” Plan will be:

Wellness Monthly Premium	Non-Wellness Monthly Premium
Single \$ 75.00	Single \$125.00
Family \$275.00	Family \$325.00

Ordinance No. _____

Page -2-

2. Choose "Option II", which is a High Deductible Plan. See proposed contract labeled "Option II" for specific deductibles, copays, and benefits covered. Employee monthly contributions for Single and Family coverage for the "Option II" – High Deductible Plan will be:

Wellness Monthly Premium	Non-Wellness Monthly Premium
Single \$ 25.00	Single \$ 75.00
Family \$150.00	Family \$200.00

The City Council has the option to review the "single" and "family" employee contributions on an annual basis.

The Balance of Section 6.01 remain as written, published, and codified.

6.05 Health Insurance Benefits for Eligible Retirees

Employees *hired prior to October 1, 2010*, who are eligible for retirement from the City under the RSA Retirement Plan, and who are at least 55 years old or have at least 30 years of service with the City, may be eligible to continue the same group health insurance benefits as employees. The retired employee must pay 10% of the insurance premium each month. A retired employee will not be eligible for this group health care benefit if he or she is employed by another employer and is eligible for health care benefits from that employer. The retired employee's eligibility to continue the group health insurance after retirement shall terminate when the retired employee becomes eligible for coverage under Medicare. Upon retirement, the Human Resources Department will provide additional information on this RSA retiree benefit. See **Section 6.01. Health Insurance Benefits** regarding the City's Wellness Incentivized Program and the increase in insurance premium of \$50.00 per month/\$600.00 per year for non-compliance.

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 October 1, 2017 and after the date of its approval by the City Council of Fairhope and publication as required by law.

Adopted this 24th Day of October, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Adopted this 24th Day of October, 2022

Sherry Sullivan, Mayor

ORDINANCE NO. 1691

**AN ORDINANCE AMENDING ORDINANCE NO. 1510
AND REPEALING ORDINANCE NO. 1600
KNOWN AS THE PERSONNEL RULES, POLICIES
AND PROCEDURES ORDINANCE**

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

Section 1. The ordinance known as the Personnel Rules, Policies, and Procedures Ordinance (No. 1510), adopted 14 April 2014, together with the Personnel Handbook of the City of Fairhope, be and the same hereby is changed and altered in respect to the certain sections below:

Add the following to:

VI. Employee Benefits

Section 6.01. Health Insurance Benefits

Employees hired prior to October 1, 2017 - No change to employee monthly contribution for Single and Family coverage, which is currently \$0, and will remain so for Calendar Year 2021. See proposed contract labeled "Option I" for specific deductibles, copays, and benefits covered.

Current Retirees – No change to the current retiree monthly contribution percentage for Calendar Year 2021, for Single and Family coverage. See proposed contract labeled "Option I" for specific deductibles, copays, and benefits covered.

All employees hired on or after October 1, 2017, who choose to be covered under the City's health plan, may choose from two options:

1. Choose "Option I", which is the same health plan as current employees. Employee monthly contributions for Single and Family coverage (for all employees hired on or after October 1, 2017) for the "Option I" Plan will be:

Single \$ 75.00
Family \$275.00

2. Choose "Option II", which is a High Deductible Plan. See proposed contract labeled "Option II" for specific deductibles, copays, and benefits covered. Employee monthly contributions for Single and Family coverage for the "Option II" – High Deductible Plan will increase to the following beginning January 1, 2021:

Single \$ 15.00
Family \$ 75.00

3. Employee monthly contributions for Single and Family coverage for the "Option II" – High Deductible Plan will increase to following beginning January 1, 2022:

Single \$ 25.00
Family \$150.00

The City Council has the option to review the "single" and "family" employee contributions on an annual basis.

The Balance of Section 6.01 remain as written, published, and codified.

Ordinance No. 1691

Page -2-

Add the following to:

VI. Employee Benefits

Section 6.09. Group Life Insurance

Regular full-time employees, including probationary employees, elected and full-time appointed officials, are eligible to participate in the City's group life insurance program with a benefit of \$25,000.00 basic life insurance which includes accidental death and dismemberment insurance. The City pays a portion of the premium in the amount authorized by the City Council and the employee must pay the balance of the premium by payroll deduction. The City reserves the right in its sole discretion to change the group life insurance program and the group life insurance carrier without prior notice to affected employees. Covered employees will receive notice of the change as soon as practical. Complete information on the group life insurance program, including eligibility requirements and insurance coverages, is included in the insurance booklet provided by the group life insurance carrier, and provided to each covered employee by the Human Resources Department.

Voluntary life insurance benefit of \$500,000.00 not to exceed 5 times annual base salary is a new benefit offered by the group life insurance carrier to regular full-time employees, including probationary employees, elected and full-time appointed officials and paid by the employee.

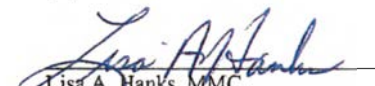
Section 2. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs 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 October 1, 2017 and after the date of its approval by the City Council of Fairhope and publication as required by law.

Adopted this 26th Day of October, 2020


Jack Burrell, Council President

Attest:


Lisa A. Hanks, MMC
City Clerk

Ord. No. 1691 Published in
FAIRHOPE COURIER
on Friday, November 13, 2020
 City Clerk

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NO. 1269
USER FEES CHARGED BY THE CITY OF FAIRHOPE
PLANNING AND ZONING DEPARTMENT**

WHEREAS, the Planning and Zoning Department charges users fees for services provided regarding planning, zoning, and adjustment cases; and,

WHEREAS, these fees have not been amended since 2005 while advertising and postage increased significantly; and,

WHEREAS, the City of Fairhope, Alabama wishes to be competitive in the fees charged;

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

1. THAT, user fees charged by the Planning and Building Department are hereby adjusted to the following rates:

Informal Review	No fee
Subdivisions less than 5 Lots/Units (with no public infrastructure)	\$1,000.00 base fee plus \$75.00 per Lot/Unit, plus the actual U.S. Postal Services rate for certified letters.
All other subdivision cases	\$2,000.00 base fee plus \$150.00 per Lot/Unit, plus the actual U.S. Postal Services rate for certified letters
Rezoning	\$1,000 fee, plus the actual U.S. Postal Services rate for mailings. The applicant is also responsible for the full cost of the advertisement fee when the case is presented to the Planning Commission and/or the City Council.
Site Plan Review	\$500.00
Comprehensive plan amendment	\$1,000.00
Zoning verification letter	\$50.00
BOA Request	\$500.00 Commercial fee, plus the actual U.S. Postal Services rate for mailings. The applicant is also responsible for the full cost of the advertisement fee when the case is presented to the Board of Adjustment. \$100.00 Residential fee, plus the actual U.S. Postal Services rate for mailings. The applicant is also responsible for the full cost of the advertisement fee when the case is presented to the Board of Adjustment.

Ordinance No. _____

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2. That, all fees are non-refundable.

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

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

Adopted and approved this 24th day of October, 2022

By: _____
James Reid Conyers, Jr.
Council President

Attest:

By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 24th day of October, 2022

By: _____
Sherry Sullivan, Mayor

MEMORANDUM

DATE: October 14, 2022

TO: Fairhope City Council

FROM: Hunter Simmons, Planning Director

RE: Proposed Amendments to Planning Dept. Fee Schedule

Application/User Fees for the Planning Department have not been amended since 2005. Actual costs, especially advertising costs, have increased. Application fees for zoning changes, subdivision cases, variance requests, etc. are intended to cover costs associated with new projects and requests. The existing fee schedule is attached, along with the newly proposed fees included within the Ordinance. Base fees, that typically cover staffing, were not altered. In summary, the following is proposed:

1. Applicant shall pay actual advertising and postal costs. For example, an applicant currently pays \$1020 (total) for a rezoning case. The public hearing notifications and newspaper advertisements alone oftentimes exceed \$1000. Consequently, we propose passing along actual postage/advertising, as required by State Statute, costs to the applicant.
2. There is currently no fee for a Site Plan Review application, which is reviewed by the Planning Commission and approved by the City Council. While there are no advertising/postage costs related to Site Plan Reviews, staff reviews are equivalent to other application types. Consequently, we propose adding a flat fee of \$500.

CURRENT PLANNING DEPARTMENT USER FEES

*Proposed fees listed in ordinance.

Sec. 7-7.5. User fees.

User fees charged by the planning and building department are hereby adjusted to the following rates:

Informal subdivision plat review	No fee
Subdivision plat less than 5 lots	\$1,000.00 base fee, plus \$75.00 per lot
Subdivision plat greater than 5 lots	\$2,000.00 base fee, plus \$150.00 per lot
Rezoning	\$1,000.00 plus U.S. postal services rate for certified letters
Comprehensive plan amendment	\$1,000.00
Zoning verification letter	\$50.00
ZBA request, plus U.S. postal services rate for certified letters	\$500.00 commercial \$100.00 residential

All fees are nonrefundable.

(Ord. No. 1069, §§ 1, 2, 10-11-99; Ord. No. 1269, §§ 1, 2, 10-10-05)

RESOLUTION NO. _____

**AUTHORIZING THE SUBMISSION OF AN FY 2023 ALABAMA
TRANSPORTATION REHABILITATION AND IMPROVEMENT PROGRAM-II
(ATRIP-II) GRANT APPLICATION**

WHEREAS, the Alabama Department of Transportation (ALDOT) is accepting applications from municipal governments for Fiscal Year 2023 Alabama Transportation Rehabilitation and Improvement Program- II (ATRIP-II) Grants; and

WHEREAS, the City of Fairhope has identified the need to construct dedicated left and right turn lanes on Volanta Avenue at the intersection with Greeno Road (U.S. Highway 98), acceleration/deceleration lanes on US Hwy 98 and signalize the intersection; and

WHEREAS, the total project cost is estimated to be \$1,500,00.00, and, if funded, the grant will pay for 100% of Construction and CE&I Cost at an estimated \$1,220,00.00 and the City would cover 100% of the Preliminary Engineering, ALDOT PE Review and Utility Relocation Cost at an estimated \$280,000.00; resulting in an approximate 81.3/18.7 project cost share; and

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

THEREFORE, BE IT RESOLVED BY THE City of Fairhope, IN REGULAR SESSION ASSEMBLED, that by this Resolution the City of Fairhope authorizes submission of an FY23 ATRIP-II Grant to ALDOT requesting grant funds to construct dedicated left and right turn lanes on Volanta Avenue at the intersection with Greeno Road (U.S. Highway 98), acceleration/deceleration lanes on US Hwy 98 and signalize the intersection.

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

DULY ADOPTED THIS 24TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

**APPROVAL OF U.S. DEPARTMENT OF THE TREASURY NOTICE OF
AWARD FOR AMENDMENT NO. 2 FOR GRANT NO. 8 RDCGR010087-01-02
RESTORE ACT WORKING WATERFRONT AND
GREENSPACE RESTORATION PROJECT**

WHEREAS, the City of Fairhope was awarded a RESTORE Act Grant (#M1A14-FHWW) from the Alabama Department of Conservation and Natural Resources (ADCNR) on April 26, 2019 for Fairhope Municipal Pier and South Beach Park Improvements; and

WHEREAS, the City completed Phase I of the project that included Engineering Design Services and the preparation of 100% bid ready plans and contract documents, and completion of pre-construction environmental compliance requirements with grant funds in the amount of \$539,266.00; and

WHEREAS, ADCNR requested additional grant funds from U.S. Treasury in the amount of \$5,705,339.00 for the City to implement Phase II of the project that includes the bidding, contracting and construction, and construction inspection services; and

WHEREAS, U.S. Treasury issued a Notice of Award approving Amendment No. 2, On September 15, 2022 and extending the period of performance to October 31, 2024;

NOW, THEREFORE IT BE RESOLVED BY THE City of Fairhope, IN REGULAR SESSION ASSEMBLED, that the City accepts Amendment No. 2 to the Grant Agreement; and

BE IT FURTHER RESOLVED BY THE City of Fairhope, that the Council authorizes the Mayor to sign the Amended Grant Agreement on behalf of the City.

DULY ADOPTED THIS 24TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA

ADCNR Grant #: M1A14-FHWW

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT AMENDMENT No. 2

THIS SUBAWARD GRANT AGREEMENT, (“Agreement”) is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter “ADCNR”) and the City of Fairhope (hereinafter “Subrecipient”). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter “Parties”) agree as follows:

PROJECT PURPOSE AND IDENTITY: The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter “RESTORE Act”) to Subrecipient for implementation of the RESTORE Act Direct Component project titled “Working Waterfront & Greenspace Restoration Project” (hereinafter “Project”). The purpose of this project is to create a safe and user-friendly environment for providing access along the Eastern Shore in the City of Fairhope, introducing as much sustainable and resilient shoreline as possible at the Fairhope Municipal Pier, further described in the Federal Award RDCGR010087-01-02. This Agreement between the Parties will be identified by the “ADCNR Grant Number” set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.

This Amendment No. 2 is for an existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. 8 RDCGR010087-01-02, Working Waterfront & Greenspace Restoration Project, Amendment No. 2. This amendment executes the following suite of actions:

1. Adds \$5,785,686.00 in additional RESTORE Direct Component funds for Alabama Department of Conservation and Natural Resources and its subrecipient;
2. Increases the Scope of Work to include construction costs;
3. Amends the Milestones and Measures in the Scope of Work;
4. Revises SAC #2 and satisfies SAC #10;
5. Revises the Maximum Draw Limit (MDL); and
6. Extends the performance period to October 31, 2024.

1. **FEDERAL AWARD INFORMATION:** The Project’s Financial Assistance Award (hereinafter “Federal Award”) in its entirety is hereby incorporated into this Agreement by reference and attached as Exhibit A. Information as to the Federal Award associated with the Project includes the following:

- a. Federal Award Identification Number (FAIN): RDCGR010087
- b. Federal Award Period of Performance: 05/01/2019 – 10/31/2024
- c. Total Amount of Federal Funds Obligated to Subrecipient: \$6,244,605.00
- d. Subrecipient UEI #MWRPCJENTWL4
- e. Total Amount of Federal Award: \$6,386,000.00
- f. Name of Federal Awarding Agency: U.S. Department of Treasury, Office of Gulf Coast Restoration (hereinafter “Treasury”)
- g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources
Commissioner Christopher M. Blankenship
64 N. Union Street; Suite 468
Montgomery, AL 36130
- h. CFDA Number & Name: CFDA# 21.015 “Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf States”
- i. Indirect Cost Rate of Subrecipient: 0%

2. **AGREEMENT FUNDING AMOUNT:** ADCNR's funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of Six million Two-hundred Forty-four thousand Six hundred and five dollars and xx/100 dollars (\$6,244,605.00).
3. **PROJECT PERIOD:** The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on May 1, 2019, and end on October 31, 2024.
4. **AGREEMENT TERM:** The term of this Agreement shall commence when the Agreement is executed by both Parties and end on October 31, 2024 (hereinafter "Agreement Term").
5. **FINAL PAYMENT:** Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by Subrecipient, ADCNR shall withhold an amount equal to five-percent (5%) of the Funds until such time as Subrecipient has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received ADCNR's written approval of such Final Report. Within forty-five (45) days after ADCNR's written approval of such Final Report, ADCNR shall disburse to Subrecipient all or such portion of the five-percent (5%) holdback as is properly payable to Subrecipient for Work performed under this Agreement. However, if ADCNR is satisfied that the Project is proceeding on schedule and on budget, ADCNR (acting in its sole discretion) may reduce the holdback from five-percent (5%) and disburse Funds to Recipient to pay for the costs of Work in advance of completion of the Work and submission of Final Report.

When Subrecipient has performed all the Work, subrecipient shall transmit to ADCNR a comprehensive report on the Work, along with the corresponding results (the "Final Report"). As appropriate, the Final Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Report shall be provided by Subrecipient to ADCNR within forty-five (45) days of Project completion. Upon approval of Final Reports, ADCNR will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, the Subrecipient shall execute and deliver to ADCNR a release of all claims, on a form provided by ADCNR, against ADCNR arising under, or by virtue of, this Agreement. Unless otherwise provided in the Agreement, by state law, or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of ADCNR's claims against the sub-recipient or its sureties under this Agreement.

6. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, AL 36130

With a copy to:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527

Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

City of Fairhope
Attn: Sherry Sullivan, Mayor
161 North Section Street
Fairhope, Alabama 36532-6556

7. PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.
8. DOCUMENTS: The documents which comprise this Agreement between ADCNR and the Subrecipient are:
 1. This Subaward Agreement;
 - j. The Amendment for the existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. 8 RDCGR010087-01-02 and any Treasury-specific Special Award Conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

**STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES**

Christopher M. Blankenship, Commissioner

Date: _____

CITY OF FAIRHOPE

Sherry Sullivan, Mayor

Date: _____

AL-09/15/2022

Subrecipient Name: **CITY OF FAIRHOPE, UEI #MWRPCJENTWL4**

Title of Grant Project: **WORKING WATERFRONT & GREENSPACE RESTORATION PROJECT**

Attachment 1
Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.331. Be advised, the following information describes the Federal award and subaward:

(1) Federal Award Identification	
(i.) Subrecipient name	City of Fairhope
(ii.) Subrecipient's unique entity identifier	UEI #MWRPCJENTWL4
(iii.) Federal Award Identification Number (FAIN);	8 RDCGR010087-01-02
(iv.) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	09/15/2022
(v.) Subaward Period of Performance Start and End Date;	When the Agreement is executed by both Parties and end on October 31, 2024
(vi.) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$6,244,605.00
(vii.) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$6,244,605.00
(viii.) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$6,244,605.00
(ix.) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is to create a safe and user-friendly environment for providing access along the Eastern Shore in the City of Fairhope, introducing as much sustainable and resilient shoreline as possible at the Fairhope Municipal Pier
(x.) Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity	U.S. Department of Treasury, Alabama Department of Conservation and Natural Resources, Christopher M. Blankenship Chris.blankenship@dcnr.alabama.gov
(xi.) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA # 21.015 Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States - total Federal Award issued to ADCNR, which is registered in SAM with the DUNS number 929933406 and UEI: WLNMNKHKF5T1, is \$6,386,000.00
(xii.) Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for 22.12%. The de minimis rate is not charged.

RESOLUTION NUMBER 3459-19

**AUTHORIZING THE EXECUTION OF A SUBAWARD GRANT
AGREEMENT WITH THE ALABAMA DEPARTMENT OF
CONSERVATION AND NATURAL RESOURCES**

WHEREAS, Alabama Gulf Coast Recovery Council (hereinafter, "AGCRC"), acting by and through its administrative agent, the Alabama Department of Conservation and Natural Resources (hereinafter, "ADCNR"), submitted a grant application for the project entitled "Working Waterfront and Green Space Project – Fairhope Municipal Pier and South Beach Park Improvements" (hereinafter the "Project"); and

WHEREAS, the City of Fairhope was awarded the grant from U.S. Department of Treasury on April 26, 2019 for the Working Waterfront and Greenspace Restoration Project.

NOW THEREFORE THIS SUBAWARD GRANT AGREEMENT, ("Agreement") is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources and the City of Fairhope (hereinafter "Subrecipient").

Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter "Parties") agree as follows:

1. *PROJECT PURPOSE AND IDENTITY*
2. *FEDERAL AWARD INFORMATION*
3. *PROJECT PHASES*
4. *ALLOCATION OF FUNDS*
5. *AGREEMENT FUNDING AMOUNT*

This Agreement obligates the **Phase I** amount of five-hundred thirty-nine thousand and two-hundred and sixty-six dollars (\$539,266.00) for eligible costs in Phase I. ADCNR's funding commitment for Phase I shall be pursuant to the Federal Award and shall not exceed a total of five-hundred thirty-nine thousand and two-hundred and sixty-six dollars (\$539,266.00).

NOW THEREFORE, BE IT RESOLVED BY THE City of Fairhope, IN REGULAR SESSION ASSEMBLED, that the City of Fairhope authorizes acceptance of the grant award from ADCNR and authorizes the Mayor to sign the Grant Agreement between the State of Alabama Department of Conservation and Natural Resources and the City of Fairhope relating to "Working Waterfront and Greenspace Restoration Project" ADCNR Grant No. M1A14-FHWW (Restore Act) – Phase I, in the amount of Five-hundred thirty-nine thousand and two-hundred and sixty-six dollars (\$539,266.00) for all eligible project costs; and other grant related documents on behalf of the City for Phase I.

DULY ADOPTED THIS 22ND DAY OF JULY, 2019



Karin Wilson, Mayor

ATTEST:



Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA

ADCNR Grant #: M1A14-FHWW

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT

Whereas the United States Department of Treasury approved the Alabama Gulf Coast Recovery Council (hereinafter, "AGCRC") Multi-Year Implementation Plan for Direct Component Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter "RESTORE Act") funding on November 18, 2018;

Whereas the Multi-Year Implementation Plan identified the following project as Activity # 14: "Working Waterfront and Greenspace Restoration Project" and the City of Fairhope as the implementing agency;

Whereas AGCRC, acting by and through its administrative agent, the Alabama Department of Conservation and Natural Resources (hereinafter, "ADCNR"), submitted a grant application for the project entitled "Working Waterfront and Green Space Project – Fairhope Municipal Pier and South Beach Park Improvements" (hereinafter the "Project");

Whereas, the Project was awarded a grant award from the U.S. Department of Treasury on April 26, 2019;

NOW THEREFORE THIS SUBAWARD GRANT AGREEMENT, ("Agreement") is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources and the City of Fairhope (hereinafter "Subrecipient"). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter "Parties") agree as follows:

ARTICLE I. AWARD TERMS AND CONDITIONS

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of this Agreement is to provide funding under the RESTORE Act to Subrecipient for implementation of the RESTORE Act Direct Component project titled "Fairhope Working Waterfront and Green Space Project- Fairhope Municipal Pier and South Beach Park Improvements" pursuant to the applicable Financial Assistance Award. The purpose of this Project is to create a safe and user-friendly environment for providing access along the Eastern Shore in the City of Fairhope, introducing as much sustainable and resilient shoreline as possible at the Fairhope Municipal Pier as outlined in the Project Narrative (Exhibit A). This Agreement between Parties will be identified by the "ADCNR Grant Number" set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.
2. **FEDERAL AWARD INFORMATION:** The Project's Financial Assistance Award (hereinafter "Federal Award") in its entirety is hereby incorporated into this Agreement by reference and attached as Exhibit B. Information as to the Federal Award associated with the Project includes the following:
 - a. Federal Award Identification Number (FAIN): RDCGR010087
 - b. Federal Award Date: 4/26/2019
 - c. Total Amount of Federal Funds Obligated To Subrecipient: \$539,266
 - d. Subrecipient DUNS#: 071935902000
 - e. Total Amount of Federal Award: \$600,314

- f. Name of Federal Awarding Agency: U.S. Department of Treasury, Office of Gulf Coast Restoration (hereinafter "Treasury")
- g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources
Commissioner Christopher M. Blankenship
64 N. Union Street; Suite 468
Montgomery, AL 36130 (36104, Physical Zip)
- h. CDFA Number & Name: CDFA# 21.015 "Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf States"
- i. Indirect Cost Rate of Subrecipient: N/A or 10%
- j. Federal award project description for Federal Funding Accountability and Transparency Act (FFATA): Planning, engineering, and design services for a phased working waterfront project which will improve the shoreline and bluffs along the Eastern Shore of Mobile Bay, in Fairhope, AL.
- k. Exhibits attached hereto:

Exhibit A – Project Narrative
Exhibit B - Federal Award; any Treasury-specific Special Award Conditions
Exhibit C –RESTORE Act Standard Terms and Conditions
Exhibit D – ADCNR Draw Form / Schedule (** to be developed)
Exhibit E -- Performance Report
Exhibit F – Federal Financial Report
Exhibit G – Risk Assessment
Exhibit – City of Fairhope Conflict of Interest Policy

- 3. PROJECT PHASES; As described in Exhibit A, this Project consists of two phases:
 - a. Phase I: Planning, Engineering and Design
 - b. Phase II: Construction of Infrastructure / Public Facility.
- 4. ALLOCATION OF FUNDS: The total amount of funding allocated for this Project in the MIP is six-million three-hundred and eight-six thousand dollars (\$6,386,000) for all phases and grant administration.
- 5. AGREEMENT FUNDING AMOUNT: This Agreement obligates the Phase I amount of five-hundred thirty-nine thousand and two-hundred and sixty-six dollars (\$539,266) for eligible costs in Phase I. ADCNR's funding commitment for Phase I shall be pursuant to the Federal Award and shall not exceed a total of five-hundred thirty-nine thousand and two-hundred and sixty-six dollars (\$539,266).
- 6. SUBSEQUENT PHASES: This agreement does not obligate funds for Phase II or any other subsequent Phases. The parties may, by amendment under Article IV, obligate the Phase II amount of five-million six-hundred sixty thousand seven-hundred and thirty-four dollars (\$5,660,734) for eligible costs in Phase II upon receipt of a subsequent Notice of Award for Phase II consistent with the Multi Year Implementation Plan.
- 7. PERIOD OF PERFORMANCE: The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on the Effective Date and end on April 30, 2021. Under 2 CFR 200.309, the Recipient shall not charge to this award costs that are incurred after the period of performance.
- 8. AGREEMENT TERM: The term of this Agreement shall commence on the Effective Date and end April 30, 2021 (hereinafter "Agreement Term").

9. **FUNDING AVAILABILITY/SOURCES:** Subrecipient acknowledges and agrees the commencement and continuation of this Agreement, as well as any funding to be disbursed pursuant to this Agreement, is contingent on the availability of and actual receipt by ADCNR of the Federal Award funding designated for this Project.
10. **APPLICABLE LAWS:** Subrecipient shall perform and/or procure all Agreement Services in accordance with all applicable federal, state and local laws, codes, regulations, ordinances, etc., including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and U.S. Treasury Regulations. In addition, Subrecipient shall procure all applicable federal, state, and local permits and pay all said fees. Subrecipient further agrees and acknowledges it is responsible for ensuring of all lower tier compliance as to all such requirements. Subrecipient also shall at all times maintain effective internal control providing reasonable assurance as to compliance with all requirements.

ARTICLE II: PROJECT AND BUDGET

1. **SUMMARY STATEMENT OF WORK:** This phased Project proposes improvements to the City of Fairhope’s facilities located along the public waterfront to insure its resiliency, sustainability, and to encourage our citizens’ use of the waterfront. The project will be located at the Fairhope Municipal Pier site, which includes the pier landing at the foot of Fairhope Avenue and the area to the south along the shoreline known as South Beach Park. The pier landing area is approximately 4 acres of land containing buildings, a parking lot, a large circular drive, walkways, hardscapes, and landscapes with a center oval median containing a prominent fountain surrounded by English styled rose gardens. South Beach Park a 5-acre linear park along the shoreline of Mobile Bay immediately south of the Fairhope Municipal Pier landing. Geographical elements of the park include approximately 600 linear feet of shoreline on the westside, terraced green space along the center, and steep eroding bluff along the eastside. There is 32 vertical feet of elevation difference from the east property line to the toe of the bluff. Most of the gradient (fall) is along the face of the bluff. The shoreline is comprised of 450 feet of bulkhead and 150 linear feet of sandy beach at the southern end of the property. Phase I will include procurement of professional services for administration and architecture/engineering services, and other engineering costs. Activities in Phase I will include engineering design, surveying, regulatory permitting, and plan approvals. Phase II may include new construction, improvements, upgrades, and remodeling of the Fairhope Municipal Pier, Pier Landing, and South Beach Park. See Exhibit A for additional details.

2. **PROPOSED SCHEDULE:**

a. Planned Initiation of Design:	July 31, 2019
b. Planned Completion of Final Design:	April 30, 2021
c. Planned Construction Start Date:	June 30, 2021
d. Planned Construction Subst. Completion:	April 30, 2022
e. Period of Performance End Date:	April 30, 2022
f. Planned Project Closeout Date:	May 15, 2022

3. **BUDGET SUMMARY.** (See Exhibit A for additional details).

RESTORE Direct Component MIP Amount:	\$6,200,000
Other Federal Funds (if any):	\$ 0
Local Funds:	\$ 0
Other Funds (if any):	\$ 0
Total Project Cost:	\$6,200,000

4. **STATE AND LOCAL PLANNING REQUIREMENTS:**

- a. N/A
- 5. AGREEMENT SERVICES: Subrecipient hereby agrees, in proper sequence and in the time herein specified, to perform all tasks and to provide all the necessary labor, materials, equipment, services and facilities necessary to both achieve Project completion and fulfill all terms of this Agreement in accordance with all requirements of the Federal Award, any Treasury-specific Special Award Conditions (Exhibit B), U.S. Treasury RESTORE Act Financial Assistance Standard Terms and Conditions (Exhibit C), and all applicable laws (hereinafter "Agreement Services").
- 6. RESEARCH AND DEVELOPMENT. Research and Development are not services funded under this subaward.

ARTICLE III: PAYMENT AND REPORTING

- 1. ALLOWABLE COSTS:
 - a. Costs allowed under this Agreement shall be determined in accordance with provisions of all applicable federal, state and local laws, regulations, and other requirements including, but not limited to, the following:
 - i. Federal Award;
 - ii. U.S. Treasury RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions (hereinafter "RESTORE Act STC") incorporated herein by reference and attached hereto as Exhibit C (Note: the August 2017 version of RESTORE Act STC also incorporated within the Federal Award) and available at <https://www.treasury.gov/services/restore-act/Pages/Direct%20Component/Direct-Component.aspx>. (Subrecipient agrees it shall remain responsible under this Agreement for acting pursuant to the then applicable/current version of RESTORE Act STC); and
 - iii. 31 C.F.R. Part 34.
 - b. Subrecipient agrees that any expenditure related to any type of lower tier contract or subaward support prior to both receipt of written approval from ADCNR and execution of a written agreement pursuant to Article 5 of this Agreement shall not qualify as an Allowable Cost.
 - c. Subrecipient shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to this Agreement. Subrecipient further agrees that no costs funded by such other sources constitute Allowable Costs.
 - d. Subrecipient acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement are eligible for reimbursement pursuant to this Agreement.
 - e. Subrecipient specifically agrees that Non-Federal Share funds, in the amount and as described in the Federal Award, will be used as leverage to complete the Project as described in the approved Scope of Work.
- 2. DRAW REQUESTS; REIMBURSEMENT AND PAYMENTS: Draw Requests, along with required supporting documentation detailing the Allowable Costs to be reimbursed in accordance with the Federal Award Subrecipient budget categories, shall be submitted to the following:

Keri Renee Coumanis
Alabama Gulf Coast Recovery Council
ADCNR
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: keri.coumanis@dcnr.alabama.gov

The Subrecipient shall submit Draw Requests, a copy of which is attached hereto as Exhibit D, according to a mutually-agreed upon Draw Schedule, but no more frequently than monthly for reimbursement of Allowable Costs. A Draw Schedule shall be required and added to this Agreement by future amendment. Subrecipient's final Draw Request for reimbursement of Allowable Costs under this Agreement must be received by ADCNR no later than April 15, 2021. Subrecipient acknowledges that due to annual State of Alabama fiscal year closeout procedures, ADCNR is not able to process payments in the month of September. Accordingly, requests for payment not submitted to ADCNR sufficiently in advance of September will not be processed prior to commencement of the closeout period. In addition, only Allowable Costs incurred during an active fiscal year performance period are eligible for reimbursement. Requests for payment not received by deadlines set by ADCNR which are intended to be sufficiently in advance of the October 31st deadline for a fiscal year performance period, will not be eligible for reimbursement. While funding under this Agreement shall be on a reimbursement-only basis for Allowable Costs, if at any time any funds disbursed by ADCNR are for any reason not expended (or, for example, are returned/credited to Subrecipient subsequent to payment of an invoice), Subrecipient shall immediately notify ADCNR and return such funds in such timeframe and manner as specified by ADCNR.

3. **REPORTING:** Subrecipient understands and acknowledges that ADCNR must meet several requirements set forth in the Federal Award and RESTORE Act STC related to reporting. Furthermore, Subrecipient acknowledges that ADCNR is specifically relying upon Subrecipient to be familiar with these requirements and any subsequent updates or revisions to these requirements. In addition, Subrecipient shall provide accurate and timely information to ADCNR, as necessary, for ADCNR to remain in compliance with all said requirements of the Federal Award and RESTORE Act STC. Accordingly, Subrecipient agrees to provide the following information, and any additional information as may be deemed necessary by ADCNR:

- a. **Reporting:**

- (1) The Subrecipient agrees to submit semi-annual financial and performance reports and a final financial and performance report (Attached hereto as Exhibits E and F). The semi-annual reports are due both March 15 and September 15 each year with the last semi-annual report being due April 30, 2021. The final financial and performance report is due no later than fifteen (15) days after the end of the Project Period. The Subrecipient agrees failure to submit such reports in a timely manner may result in the termination of this Agreement.

- (2) The semi-annual reports must provide supporting documentation detailing Allowable Cost expenditures and other information including, but not limited to, information consistent with Federal Award and RESTORE Act STC requirements.

- (3) The final report must provide ADCNR with a summary financial and performance report related to the Project expenditures and confirmation of Project completion including, but not limited to, supporting documentation detailing the Allowable Costs for the expenditures and other documents needed to be maintained by ADCNR for purposes of recordkeeping and potential audit compliance.

- b. **Submission:** All reports shall be sent to the address listed below:

Keri Renee Coumanis
Alabama Gulf Coast Recovery Council
ADCNR
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: keri.coumanis@dcnr.alabama.gov

- c. **Format:** Subrecipient shall provide reports generated or compiled within the scope of this Agreement specified herein in digital format or other format as may be specified by ADCNR.
4. **MONITORING:** ADCNR is responsible for the financial and programmatic monitoring of its Subrecipients. Subrecipient understands and acknowledges that ADCNR will monitor its subrecipients. Monitoring shall consist of both desk and on-site reviews at periodic intervals throughout the period of performance and upon project closeout. A project specific monitoring plan shall be developed within 90 days from the date of this Agreement.
5. **SUBRECIPIENT RISK ASSESSMENT:** Prior to entering into this Agreement, ADCNR conducted a Subrecipient Risk Assessment, attached hereto as Exhibit G. The Subrecipient Risk Assessment shall be updated annually on or before June 1. Subrecipient hereby agrees to participate and make any and all files necessary available for the annual re-assessment.
6. **RECORDS RETENTION/ACCESS/AUDITS:** Subrecipient shall maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds (including, if applicable and allowed, records related to tracking program income). Accordingly, Subrecipient agrees as follows:
 - a. **Record Retention:** Subrecipient shall maintain (and require all subrecipients and contractors to maintain) records and accounts associated with this Agreement, including, but not limited to, property, personnel and financial records, in accordance with ADCNR's records retention policy (http://www.archives.alabama.gov/officials/rdas/Conservation_RDA_2016.pdf) and 2 C.F.R. §200.333, as well as all other applicable federal, state and local requirements, the Federal Award and RESTORE Act STC. Such records will be made available to all entities listed pursuant to Paragraph 13(b) and shall be retained for a minimum of three (3) years after expiration of this Agreement, unless ADCNR grants permission in writing to destroy. However, Subrecipient agrees that it is responsible for being familiar with all such retention requirements and maintaining records for periods longer than this 3-year minimum, as applicable.
 - b. **Access:** The U.S. Treasury, Treasury Office of Inspector General, the Government Accounting Office, ADCNR, the Alabama Examiners of Public Accounts, or any of their duly authorized representatives shall have timely and unrestricted access during normal business hours to any pertinent books, documents, papers, and records (including electronic records) of the Subrecipient and its agents, subrecipients and contractors in order to make audits, inspections, financial reviews, excerpts, transcripts and other examinations as directed by law (and to make copies of such). In additions, such rights to access shall include timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such records.
 - c. **Audit Requirements:** Subrecipient shall follow all audit requirements under the Federal Award and this Agreement and applicable federal, state and local laws. Subrecipient shall also ensure applicable lower tier compliance.
 - d. **Survival:** The provisions of this Article survive the Agreement Term and remain a continuing obligation of Subrecipient.

7. **RELIANCE UPON SUBRECIPIENT:** Subrecipient acknowledges and agrees it hereby accepts responsibility to stay current as to necessary compliance measures and that ADCNR is relying upon the Subrecipient to maintain compliance as to all requirements associated with performance under this Agreement including, but not limited to, all exhibits hereto, required certifications, and all applicable laws.

ARTICLE IV: AMENDMENT AND TERMINATION

1. **AMENDMENT:** This Agreement shall be amended by Addendum at such time that a subsequent Notice of Award becomes available for subsequent phases of the Project. Any amendment to this Agreement must be in writing and approved by all signatory/authorities prior to becoming effective. The Parties agree to renegotiate this Agreement if Federal, State and/or local revisions of any applicable laws or regulations make changes in the Agreement necessary.
2. **TERMINATION OF AGREEMENT:** This Agreement may be terminated as follows:
 - a. If, in the determination of ADCNR, Subrecipient fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements, or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice, sent certified mail (return receipt requested), or overnight courier (signature required), to Subrecipient of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall become the property of ADCNR.
 - b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Subgrantee by certified mail (return receipt requested) or overnight courier (signature required) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall become the property of ADCNR.
 - c. If the Agreement is terminated by ADCNR, as provided herein, Subrecipient shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Subrecipient shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

ARTICLE V: PROCUREMENT AND CONTRACTOR OVERSIGHT

1. **PROCUREMENT:** Subrecipient shall conduct all procurement actions consistent with the Federal Award, RESTORE Act STC, and all applicable federal, state, and local requirements including, but not limited to, provisions of 2 C.F.R. Part 200. Furthermore, Subrecipient specifically agrees to ensure that applicable clauses set forth pursuant to 2 C.F.R. Part 200 will be included in all purchase orders, contracts, and agreements.
2. **LOWER TIER SUBAWARDS/CONTRACTS:** Subrecipient shall not enter into a lower tier subaward or contractual agreement associated with its performance under this Agreement without the prior written consent of ADCNR. Further, Subrecipient agrees and acknowledges that, unless otherwise approved in writing by the

applicable Treasury Grants Officer, all lower tier engagements shall be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with 2 C.F.R. §200.317-26, in addition to all other applicable federal, state, and local requirements. No expenditure of funds associated with this Agreement shall be made prior to full execution of a written, legally binding agreement extending to the approved subrecipient/contractor all applicable requirements associated with this Agreement. As to all lower tier awards and activities, Subrecipient agrees that it is responsible for ensuring compliance under all applicable federal, state, and local laws including, but not limited to, all requirements of 2 C.F.R. 200, the Federal Award, and RESTORE Act STC.

3. LOWER TIER SUBAWARD/CONTRACT NOTICE: In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 2, above, Subrecipient shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:

"Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Treasury official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)."

4. LOWER TIER AGREEMENT PROVISIONS: In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 2, above, all resulting subawards and contracts made by the Subrecipient must contain, as applicable, provisions required pursuant to 2 C.F.R. Appendix II to part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," the Federal Award, the RESTORE Act STC, and all other federal, state, or local laws.

ARTICLE VI: NONDISCRIMINATION / AFFIRMATIVE ACTION / EEOC

1. MINORITY/WOMEN BUSINESSES: As applicable, when contracting, Subrecipient must take all necessary affirmative steps, as set forth in 2 C.F.R. § 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
2. NONDISCRIMINATION: Subrecipient shall not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in relation to admission to, access to, or operations of its programs, services, or activities. Further, Subrecipient shall comply with all Treasury regulations and policies prohibiting discrimination as well as all other applicable federal, state, and local nondiscrimination laws including, but not limited to, the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Americans with Disabilities Act of 1990; Section 504 of the Rehabilitation Act of 1973; Revised ADA Standards for Accessible Design for Construction Awards; and Age Discrimination Act of 1975; Public Health Service Act of 1912 and the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; and any other applicable non-discrimination law(s).
3. EQUAL EMPLOYEMENT OPPORTUNITY: Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). The foregoing is applicable, except as otherwise provided under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction

ARTICLE VII: CONDUCT

1. **POLITICAL ACTIVITY:** Subrecipient shall comply with all provisions of the Hatch Act (5 U.S.C. §1501 et seq.), as applicable, which limits political activities of employees whose principal employment activities are funded in whole or in part with federal funds. Subrecipient further agrees that it is responsible for ensuring such compliance of lower tier subrecipients and contractors, as applicable.
2. **LOBBYING ACTIVITY:**
 - a. **Compliance:** Subrecipient shall comply with all applicable federal, state and local laws related to lobbying activities including, but not limited to, the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors.
 - b. **Certification:** Subrecipient hereby certifies, by execution of this Agreement, that no federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - c. **Lower Tier Certification:** Subrecipient further agrees to include the certification required pursuant to Article V, Par 3(b) in all applicable lower tier agreements.
 - d. **Notification:** If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities
3. **FRAUD/WASTE/ABUSE:** Subrecipient shall immediately report to ADCNR as well as the U.S. Treasury and the U.S. Treasury Inspector General in accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse or potential criminal activity associated with any activity or expenditure of funds related to this Agreement.
4. **CONFLICTS OF INTEREST:** Subrecipient by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflict of interest (or appearance of conflict), personal, or organizational, in any manner existed or now exists which has, has had, or may have any effect on this Agreement or any activity/expenditure associated with this Agreement. By execution of this Agreement, Subrecipient certifies that a conflicts of interest policy consistent with 2 C.F.R. § 200.318 covering each activity associated with or funded pursuant to this Agreement is currently in effect and at all times will remain in effect during the Agreement Term. In the event Subrecipient subsequently ~~cannot~~ maintain this certification during the Agreement Term, Subrecipient shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities. A copy of the Subrecipient's Conflict of Interest Policy is attached hereto as Exhibit H.
5. **PROTECTIONS FOR WHISTLEBLOWERS.** In accordance with 41 U.S.C. § 4712, neither the Subrecipient or any of its contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against

an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

- a. A Member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court or grand jury; and/or
- g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

ARTICLE VIII: DEBARMENT AND SUSPENSION:

1. **COMPLIANCE:** Subrecipient shall comply with provisions of 2 C.F.R. Part 180 "OMB Guides To Agencies on Governmentwide Debarment and Suspension (Non-procurement)," which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors. Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors. Pursuant to 31 C.F.R. Part 19, Subrecipient shall verify that its contractors (for contracts expected to equal or exceed \$25,000), subcontractors (for subcontracts expected to equal or exceed \$25,000), or principals that the subrecipient engages to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipient may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.
2. **CERTIFICATION:** Subrecipient hereby certifies, by execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in Project implementation or any aspect of the Agreement by any Federal department or agency.
3. **LOWER TIER COVERED TRANSACTIONS.** The Subrecipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 CFR Part 19, Subpart B) that the award is subject to 31 C.F.R Part 19 and require a certification of compliance in covered lower tier transactions as may be required by the Department of Treasury.
4. **NOTIFICATION:** If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.

ARTICLE IX: ENVIRONMENTAL COMPLIANCE

4. **ENVIRONMENTAL COMPLIANCE:** Subrecipient shall comply with all applicable federal, state and local environmental laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and RESTORE Act STC. Subrecipient further agrees that it is

responsible for including all environment requirements set forth below pursuant to the RESTORE Act STC in all lower tier agreements and for ensuring lower tier compliance. If Subrecipient becomes aware of any potential impact on the environment not approved pursuant to the Federal Award, Subrecipient shall immediately notify ADCNR and suspend activities related to such potential impact until Subrecipient receives written approval from ADCNR to resume such activities.

- a. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
- b. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
- c. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738.
- d. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
- e. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
- f. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
- g. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
- h. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
- i. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
- j. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
- k. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
- l. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. § 1801)
- m. Marine Mammal Protection Act, as amended (16 U.S.C. § 31)
- n. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
- o. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
- p. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
- q. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431—1445)
- r. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
- s. Rivers and Harbors Act of 1899 (33 U.S.C. § 407)
- t. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
- u. Floodplain Management, EO 11988, as amended by EO 13690 and, Protection of Wetlands, EO 11990, May 24, 1977, as amended by EO 12608
- v. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et seq.)
- w. Coral Reef Protection, EO 13089 Invasive Species, EO 13112
- x. Invasive Species, EP 13112
- y. Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.)
- z. Nonindigenous Aquatic Nuisance Prevention Act, as amended (16 U.S.C. § 4701 et seq.)

5. ENVIRONMENTAL APPROVALS: Applicable Not Applicable

- a. Environmental Documentation Type, Titles and Date:
- b. Environmental Decision Type and Date: _____]
- c. Name of Agency and Office Approving each Environmental Decision Document:
- d. _____

ARTICLE X: ADDITIONAL TERMS AND CONDITIONS.

1. This Agreement relies on Federal funds, therefore the following terms and conditions apply, in addition to others provided in this Agreement.
 - a. Davis-Bacon Act. The Davis Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, applies to grants awarded by Treasury under the RESTORE Act in two situations: (1) for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C 1292; and (2) for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. Under this Act, contractors and subcontractors performing work on federally-funded or assisted contracts in excess of \$2,000.00 for construction, alteration, or repair or public works must pay their laborers and mechanics employed under the Contract no less than the locally prevailing wages and fringe benefits of corresponding work on similar projects in the area.
 - b. Copeland "Anti-kickback" Act. The Copeland "Anti-kickback" Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). This Act is applicable to contracts awarded by a non-Federal entity in excess of \$100,000.00 that involve employment of mechanics or laborers. Under this Act, contractors and subrecipients are prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
 - c. Contract Work Hours and Safety Standard Act. Section 103 and 107 of the Agreement Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of \$2,000.00, and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.
 - d. Rights to Inventions Made Under a Contract or Agreement. 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
 - e. Compliance with Office of Management and Budget Circulars. As applicable, Contractors shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).
2. OTHER COMPLIANCE: Subrecipient shall comply, and ensure lower tier compliance, with all applicable federal, state and local laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and RESTORE Act STC. In addition, Subrecipient shall assist ADCNR as to compliance with all such requirements.
 - a. Foreign Travel: Subrecipient agrees that no travel outside the United States shall be permitted pursuant to this Agreement.

- b. Seat Belts: Pursuant to EO 130443, Subrecipient agrees to encourage employees and any contractors to enforce on-the-job seat belt policies and programs when operating any vehicles in connection with performance of activities associated with this Agreement.
 - c. Research Involving Human Species: Subrecipient agrees that no research involving human subjects shall be permitted pursuant to this Agreement.
 - d. Federal Employee Expenses: Subrecipient agrees that no funding pursuant to this Agreement shall be used to pay transportation, travel or other expenses for any employee of the federal government without prior written approval from ADCNR.
 - e. Minority Serving Institutions: Subrecipient acknowledges the Treasury's goal of meaningful participation of minority serving institutions ("MSIs") in its financial assistance programs and agrees to include such meaningful participation of MSIs as to Project activities when possible.
 - f. Research Misconduct: Subrecipient agrees, to the extent at any time applicable, to abide by all provisions of the Federal Policy on Research Misconduct issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260).
 - g. Care and Use of Live Vertebrate Animals: Subrecipient agrees that no research involving vertebrate animals shall be permitted pursuant to this Agreement. Subrecipient
 - h. Homeland Security Presidential Directive 12: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve routine physical access to a federally-controlled facility or routine access to a federally-controlled information system.
 - i. Export-Controlled Items: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve access to export-controlled items.
 - j. Trafficking of Victims Protection Act Of 2000: Subrecipient agrees the award term set forth in 2 C.F.R. § 175.15(b) implementing provisions of the Trafficking Victims Protection Act of 2000 (22 U.S.C. §7104(g)), to extent applicable, is hereby incorporated into this Agreement.
 - k. Federal Funding Accountability and Transparency Act Of 2006 (FFATA): Subrecipient shall comply and assist ADCNR as to compliance with all applicable requirements of FFATA, as amended (Pub. L. No 109-282, 31 U.S.C. §6101) associated with this Agreement.
 - l. Certifications: Subrecipient shall execute, as applicable, and comply (and assist ADCNR as to compliance) with all certifications associated with this Agreement including, but not limited to, all certifications and requirements set forth in 31 C.F.R. §34.802, assurances (Forms SF-424B and SF- 424D, or equivalent, as applicable), and any required Treasury-specific certifications and/or other certifications as required by 2 C.F.R. Part 200.
 - m. To the extent equipment and products are authorized to be purchased pursuant to this Agreement, the subrecipient is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided pursuant to this Agreement
3. DRUG FREE WORKPLACE: Subrecipient shall comply with all provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

4. **PROPERTY RIGHTS AND STANDARDS:** The provisions of Section 200.310-200.316, OMB Uniform Guidance (2 CFR 200) apply to Federal property rights and the acquisition of real property, equipment, supplies and intangible property to the extent authorized by this Agreement.

ARTICLE XI: STATE OF ALABAMA TERMS AND CONDITIONS

1. INDEMNIFICATION

- a. To the extent legally enforceable, the Subrecipient (hereinafter at times referenced in this paragraph as “the Indemnitor”) agrees to protect, defend, indemnify, save, and hold harmless the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants employees, and volunteers of each (hereinafter at times referenced in this paragraph collectively as “the Indemnitees”), from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of the Indemnitees, the Subrecipient, and the Subrecipient’s agents, servants, employees, and subcontractors. Indemnitor’s obligation and duty to protect, defend, indemnify, save and hold harmless the Indemnitees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by Indemnitees and/or Indemnitor as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Indemnitor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent.
 - b. Subrecipient further agrees it releases from liability and waives its right to sue Indemnitees regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
 - c. The provisions of this Paragraph 31 shall survive the Agreement Term and remain a continuing obligation of Subrecipient.
2. **PRESS/EVENTS:** Subrecipient shall notify ADCNR of the location, date, and time of any press conferences, press releases, media events, etc., related to this Project at least five (5) working days prior to the scheduled event or release.
 3. **PUBLICATIONS/VIDEOS/SIGNAGE/ACKNOWLEDGMENT:** Subrecipient agrees to the following:
 - a. Subrecipient shall submit copies of all publication materials including, but not limited to, print, recorded, or Internet materials to ADCNR.
 - b. When releasing information related to the Project, Subrecipient shall include a statement that the project or effort undertaken has been sponsored by the “U.S. Department of Treasury in cooperation with the State of Alabama Department of Conservation and Natural Resources.”
 - c. Any signage to be produced pursuant to this Agreement must have prior written approval of ADCNR and shall contain language required by the RESTORE Act STC and ADCNR.
 - d. Unless otherwise approved by ADCNR in writing, every publication of material based on, developed under, or otherwise produced pursuant to this Agreement (except scientific articles or papers appearing in scientific, technical, or professional journals) shall contain the following disclaimer: “This [report/video/etc.] was prepared by the City of Fairhope using Federal funds under Award No. RDCGR010087 from the U.S. Department of Treasury. The statements,

findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Treasury.”

4. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
5. **NO AGENCY RELATIONSHIP:** By entering into this Agreement, Subrecipient is not an agent of ADCNR, its officers, employees, agents, or assigns. Nothing in this agreement creates an agency relationship between the Parties.
6. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party’s sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.
7. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void.
8. **NOT ENTITLED TO MERIT SYSTEM:** The subrecipient understands and agrees that neither it nor any employees or agents thereof are entitled to any benefits of the Alabama State Merit System.
9. **BOYCOTT:** In compliance with Act 2016-312, the Subrecipient hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.
10. **PRORATION:** In the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.
11. **CLAIMS FOR LIENS:** Subrecipient shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Subrecipient in connection with the performance of its obligations under this Agreement.
12. **TAX RESPONSIBILITY:** Subrecipient hereby agrees that the responsibility for payment of any taxes from the funds received under this Agreement shall be the Subrecipient's obligation and shall be identified under the appropriate Tax Identification Number. In the event any tax refund is received by Subrecipient, it shall immediately notify ADCNR in writing and comply with all Treasury requirements associated therewith.
13. **VENUE:** Subgrantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.
14. **ASSIGNABILITY:** Subrecipient shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR.

15. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective parties hereto.
16. **SEVERABILITY.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
17. **IMMIGRATION COMPLIANCE:** By signing this Agreement, Subrecipient affirms, for the duration of the Agreement, that it 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, if found to be in violation of this provision, Subrecipient shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
18. **PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.**

ARTICLE XII: NOTICE AND EXHIBITS

1. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
 Atten: Christopher M. Blankenship, Commissioner
 64 N. Union St., Suite 468
 Montgomery, AL 36130

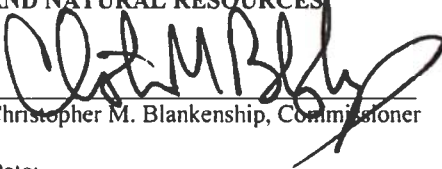
To Subrecipient:

City of Fairhope
 Attn: Karin Wilson, Mayor
 161 North Section Street
 Fairhope, AL 36532-6556

2. **DOCUMENTS.** The documents which comprise this Agreement between ADCNR and the Subrecipient are:
 1. This Subaward Agreement;
 2. Exhibits attached hereto:
 - Exhibit A – Project Narrative
 - Exhibit B - Federal Award; any Treasury-specific Special Award Conditions
 - Exhibit C –RESTORE Act Standard Terms and Conditions
 - Exhibit D – ADCNR Draw Form / Schedule (** to be developed)
 - Exhibit E -- Performance Report
 - Exhibit F – Federal Financial Report
 - Exhibit G – Risk Assessment
 - Exhibit – City of Fairhope Conflict of Interest Policy

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below (herein referred to as "Effective Date").

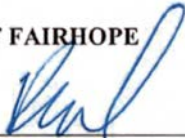
**STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES**



Christopher M. Blankenship, Commissioner

Date:

CITY OF FAIRHOPE



Karin Wilson, Mayor

1. DATE ISSUED MM/DD/YYYY
09/15/2022

1a. SUPERSEDES AWARD NOTICE dated 03/10/2021
except that any additions or restrictions previously imposed
remain in effect unless specifically rescinded

2. CFDA NO.
21.015 - Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of
the Gulf Coast States

3. ASSISTANCE TYPE Formula Grant

4. GRANT NO. 8 RDCGR010087-01-02
Formerly

5. TYPE OF AWARD
Other

4a. FAIN RDCGR010087

5a. ACTION TYPE Post Award Amendment

6. PROJECT PERIOD MM/DD/YYYY
From 05/01/2019 Through 10/31/2024

7. BUDGET PERIOD MM/DD/YYYY
From 05/01/2019 Through 10/31/2024

8. TITLE OF PROJECT (OR PROGRAM)
Working Waterfront & Greenspace Restoration Project

U.S. DEPARTMENT OF THE TREASURY
Office of the Fiscal Assistant Secretary
Office of Gulf Coast Restoration

1500 Pennsylvania Ave., N.W.
Washington, DC 20220-0001

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
Resources and Ecosystems Sustainability, Tourist Opportunities, and
Revived Economies of the Gulf Coast States

9a. GRANTEE NAME AND ADDRESS
CONSERVATION & NATURAL RESOURCES, ALABAMA DEPT OF
64 N Union St RM 458
Montgomery, AL 36130-3020

10a. GRANTEE AUTHORIZING OFFICIAL
Mr. Chns Blankenship
118 N Royal Street
Suite 603
Mobile, AL 36602
An authorized representative electronically signed the award on 09/19/2022

9b. GRANTEE PROJECT DIRECTOR
Amy Hunter
64 N Union St Rm 458
Montgomery, AL 36130-3020
Phone 251-621-1216

10b. FEDERAL PROJECT OFFICER
Susan Broeksmit
1500 Pennsylvania Ave N W
Washington, DC 20220-0001
Phone 202-622-1930

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)	
I Financial Assistance from the Federal Awarding Agency Only	
II Total project costs including grant funds and all other financial participation	
a. Salaries and Wages	60,610.00
b. Fringe Benefits	24,088.00
c. Total Personnel Costs	84,698.00
d. Equipment	0.00
e. Supplies	234.00
f. Travel	281.00
g. Construction	0.00
h. Other	6,239,701.00
i. Contractual	44,714.00
j. TOTAL DIRECT COSTS	6,369,628.00
k. INDIRECT COSTS	16,372.00
l. TOTAL APPROVED BUDGET	6,386,000.00
m. Federal Share	6,386,000.00
n. Non-Federal Share	0.00

12. AWARD COMPUTATION			
a. Amount of Federal Financial Assistance (from item 11m)			6,386,000.00
b. Less Unobligated Balance From Prior Budget Periods			0.00
c. Less Cumulative Prior Award(s) This Budget Period			600,314.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION			5,785,686.00
13. Total Federal Funds Awarded to Date for Project Period			6,386,000.00
14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project)			
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a 2		d 5	
b 3		e 6	
c 4		f 7	
15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:			
a. DEDUCTION			
b. ADDITIONAL COSTS			
c. MATCHING			
d. OTHER RESEARCH (Add / Deduct Option)			
e. OTHER (See REMARKS)			
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:			
a. The grant program legislation			
b. The grant program regulations			
c. This award notice including terms and conditions if any noted below under REMARKS			
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant			
In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.			

REMARKS (Other Terms and Conditions Attached - Yes No)

This award amendment is approved by Gregory J. Till, Deputy Assistant Secretary for Fiscal Operations and Policy. Accepting this award amendment in GrantSolutions.gov constitutes acceptance of this award amendment and the Standard Terms and Condition and Program-Specific Terms and Conditions and Special Award Conditions. Award funds will be available to the recipient in an ASAP.gov account.

AUTHORIZING OFFICIAL:

Maureen1 Klovers, Program Director, RESTORE Act
1500 Pennsylvania Ave N W
Washington, DC 20220-0001
Phone 202-622-7340

Electronically Signed 09/19/2022

17. OBJ CLASS	18a. VENDOR CODE	18b. EIN	19a. UEI	19b. DUNS	20. CONG DIS T. 02
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION	
21. a. Direct	b. RDCGR010087	c. RDC	d.	\$5,785,686.00	e.
22. a.	b.	c.	d.		e.
23. a.	b.	c.	d.		e.

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 5	DATE ISSUED 09/15/2022
GRANT NO. 8 RDCGR010087-01-02	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
05/01/2019	09/30/2019	Semi-Annual	10/30/2019
10/01/2019	03/31/2020	Semi-Annual	07/29/2020
04/01/2020	09/30/2020	Semi-Annual	10/30/2020
10/01/2020	03/31/2021	Semi-Annual	04/30/2021
04/01/2021	09/30/2021	Semi-Annual	10/30/2021
10/01/2021	03/31/2022	Semi-Annual	04/30/2022
04/01/2022	09/30/2022	Semi-Annual	10/30/2022
10/01/2022	03/31/2023	Semi-Annual	04/30/2023
04/01/2023	09/30/2023	Semi-Annual	10/30/2023
10/01/2023	03/31/2024	Semi-Annual	04/30/2024
04/01/2024	09/30/2024	Semi-Annual	10/30/2024
10/01/2024	10/31/2024	Final	02/28/2025

RESTORE Act - FUNDING AUTHORIZATION

1.	Total Amount of Federal Funds Awarded to Date for Project Period <i>Line 13 of NoA/Amendment</i>	Amount of Funding Restriction	Amount of Financial Assistance This Action <i>Line 12d of NoA/Amendment</i>	Amount Authorized for ASAP Account this Action	Notes
1	\$600,314.00	\$0.00	\$600,314.00	\$600,314.00	Initial Authorization
2	--	--	--	--	Post Award Action SAC Satisfaction 4/24/2020. MDL increase to \$597,524.00
3	\$600,314.00	\$0.00	\$0.00	\$0.00	No Cost Time extension to 4/30/22
4	\$6,386,000.00.	\$0.00	\$5,785,686.00	\$5,785,686.00	Monetary award, Extension to 10/31/2024, and MDL increase to \$677,871.00.

Standard and Program Specific Terms and Conditions

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 5	DATE ISSUED 09/15/2022
GRANT NO.	8 RDCGR010087-01-02

1. See attached

RESTORE Act - SPECIAL AWARD CONDITIONS

1. *Special Award Condition 1:*

*ADCNR agrees to receive award funds on a reimbursement payment method. ADCNR will remain on the reimbursement payment method until it submits to Treasury evidence, satisfactory to Treasury, that it maintains policies and procedures meeting the requirements of 2 CFR §200.305 including, but not limited to, providing reasonable assurance that (1) drawdowns of federal cash are only for immediate cash needs; and (2) payments to subrecipients are limited to immediate cash needs. **Status: Satisfied October 2, 2019.***

Special Award Condition 2:

*An ASAP Maximum Draw Limit of \$597,524.00 is in place for this award. The ASAP Maximum Draw Limit allows ADCNR to draw down funds from this award for its costs, and subaward costs, minus requested pre-award costs. Prior to Treasury's increase of the maximum draw limit, ADCNR must deliver to Treasury, in form and substance satisfactory to Treasury, documentation substantiating pre-award costs for which it seeks reimbursement. **Status: Partially Satisfied and Revised April 24, 2020***

Revised per this monetary Amendment No 2:

Special Award Condition 2:

An ASAP Maximum Draw Limit \$677,871.00 is in place for this award. The ASAP Maximum Draw Limit allows ADCNR to draw down funds from this award for its costs minus requested pre-award costs, and its subaward costs. Further increases to the maximum draw limit will occur when Treasury grants ADCNR when ADCNR delivers to Treasury, in form and substance satisfactory to Treasury, documentation substantiating pre-award costs for which it seeks reimbursement. And after Treasury reviews subrecipient contracts including but not limited to procurement documents including the RFQs (or similar); bid review documentation; and contract(s). An additional MDL increase will occur with permission to proceed with construction per section W.6. of the 2018 RESTORE Act Standard Terms and Conditions and Program-Specific Terms and Conditions.

Special Award Condition 3:

*Within 120 days of the start of the Project Period, ADCNR must submit to Treasury evidence, satisfactory to Treasury, that ADCNR maintains written procedures for meeting the requirements of 2 CFR §200.331 including but not limited to: awarding grant funds to subrecipients; monitoring subrecipients; modifying subawards; providing training and technical assistance to subrecipients; and enforcing actions for subrecipient compliance. **Status: Satisfied October 3, 2019.***

NOTICE OF AWARD (Continuation Sheet)

PAGE 4 of 5	DATE ISSUED 09/15/2022
GRANT NO. 8 RDCGR010087-01-02	

Special Award Condition 4:

*Within 120 days of acceptance of this award, ADCNR must submit to Treasury evidence, satisfactory to Treasury, that ADCNR maintains written policies and procedures for meeting the requirements of 2 CFR §200.403, §200.412, §200.307, and §200.416 including: documenting the processes for determining whether a cost is allowable; for determining whether a cost is direct or indirect; for tracking and reporting direct/indirect costs; for identifying, reporting and using earned program income; and for charging administrative costs to each grant. **Status: Satisfied October 2, 2019.***

Special Award Condition 5:

*Within 120 days of the project period start date of this award, ADCNR must submit to Treasury evidence, satisfactory to Treasury, that ADCNR maintains written procedures for the entity to disclose in writing any potential conflict of interest to the Federal awarding agency as required by 2 CFR §200.112. **Status: Satisfied October 2, 2019.***

Special Award Condition 6:

*Within 120 days of the project period start date of this award, ADCNR must submit to Treasury evidence, satisfactory to Treasury, that ADCNR maintains written policies and procedures for the entity to disclose all violations involving fraud, bribery, or gratuity violations potentially affecting a Federal award to the Federal awarding agency as required by 2 CFR §200.113. **Status: Satisfied October 2, 2019.***

Special Award Condition 7:

*Within 120 days of the start of the Project Period, ADCNR must submit to Treasury, evidence satisfactory to Treasury, that it maintains procedures for reconciling financial data to the SF-425 report to verify accuracy before submittal to the Federal awarding agency. **Status: Satisfied October 2, 2019.***

Special Award Condition 8:

*Within 120 days of acceptance of this award, ADCNR must submit to Treasury evidence, satisfactory to Treasury, that ADCNR maintains policies and procedures for safeguarding Personally Identifiable Information (PII) and other information it designates as sensitive information. **Status: Satisfied October 2, 2019.***

Special Award Condition 9:

Before executing a subrecipient agreement with the City of Fairhope, ADCNR must submit to Treasury evidence, satisfactory to Treasury, that ADCNR conducted a risk assessment meeting the requirements of 2 CFR §200.331(b) to evaluate the subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate

NOTICE OF AWARD (Continuation Sheet)

PAGE 5 of 5	DATE ISSUED 09/15/2022
GRANT NO. 8 RDCGR010087-01-02	

subrecipient monitoring and whether special award conditions are required. Status: Satisfied April 24, 2020.

Satisfied per this monetary Amendment No 2:

Special Condition 10:

ADCNR must submit to Treasury an Environmental Checklist certified by the subrecipient as a deliverable of the engineering and design task.

AWARD ATTACHMENTS

CONSERVATION & NATURAL RESOURCES, ALABAMA DEPT OF

8 RDCGR010087-01-02

1. SOW Cover
2. SOW
3. Standard and Program Specific Terms and Conditions - December 2018
4. Project Abstract

APPROVED AMENDED SCOPE OF WORK

The Approved Scope of Work Amendment includes all information provided with the amendment application. The attached documents, taken from the amendment application, provide a summary of the amended scope of work approved with this award.

The attached amendment is an existing grant for the ADCNR, Gulf Coast Center for Ecotourism and Sustainability, RDCGR010087-01-02. This amendment executes the following suite of actions:

- 1. Adds \$5,785,686.00 in additional RESTORE Direct Component funds for Alabama Department of Conservation and Natural Resources and its subrecipient;*
- 2. Increase the Scope of Work to include construction costs;*
- 3. Amend the Milestones and Measures in the Scope of Work;*
- 4. Revise SAC #2 and satisfies SAC #10;*
- 5. Increase the Maximum Draw Limit (MDL); and*
- 6. Extends the performance period to October 31, 2024.*

**RDCGR010087- Amendment No 2 (amended award includes Phase I and II)
WORKING WATERFRONT & GREENSPACE RESTORATION PROJECT**

PROJECT DESCRIPTION

Alabama’s MIP was submitted to Treasury on July 13, 2018, and approved on November 19, 2018. The Alabama Department of Conservation and Natural Resources (ADCNR) is requesting Direct Component funds for Phase II of the Working Waterfront & Greenspace Restoration Project (Activity #14).

This phased project proposes improvements to the shoreline and bluffs along the Eastern Shore of Mobile Bay in Fairhope, Alabama, to ensure its resiliency, sustainability, and to encourage our citizens’ use of the City of Fairhope’s most precious resource – its waterfront. The project will be located at the Fairhope Municipal Pier site, which includes the pier landing at the foot of Fairhope Avenue and the area to the south along the shoreline known as South Beach Park. The pier landing area is approximately 4 acres of land containing buildings, a parking lot, a large circular drive, walkways, hardscapes, and landscapes with a center oval median containing a prominent fountain surrounded by English styled rose gardens. This landing is the access point to the Fairhope Municipal Pier, a 1500-foot-long precast concrete pier projecting westward into Mobile Bay. This pier houses a marina on the northside, a popular restaurant at the midpoint, bathrooms, and other amenities. Fairhope Municipal Pier hosts tourists, visitors, recreational fishermen, and citizens, and serves as the “Town Square” for all important activities in the life of the City of Fairhope. This landing is protected by a precast seawall along its shoreline radius.

South Beach Park is roughly described as a 5-acre linear park along the shoreline of Mobile Bay immediately south of the Fairhope Municipal Pier landing. Geographical elements of the park include approximately 600 linear feet of shoreline on the westside, terraced green space along the center, and steep eroding bluff along the eastside. There is 32 vertical feet of elevation difference from the east property line to the toe of the bluff. Most of the gradient (fall) is along the face of the bluff. The shoreline is comprised of 450 feet of bulkhead and 150 linear feet of sandy beach at the southern end of the property.

Phase II will include new construction, improvements, upgrades and remodeling of the Fairhope Municipal Pier, Pier Landing and South Beach Park. The Phase I design process has informed and refined construction budgets and scheduling. The Tasks, Milestones, and Timeframes detailed below have been revised to reflect both Phase I and Phase II activities.

Amended Performance Measures:

No.	Measure	Baseline	Target
1	Phase I: ADCNR approval of 100% of E&D Documents and Permitting	0	1
2	Phase II: ADCNR approval of construction as-builts, associated construction documentation and project close-out documents.	0	1
3	Completed Construction of Waterfront Project	0	1

Amended Milestones:

No	Milestone	Estimated Completion Timeframe	Actual Date
1	Subaward Agreement signed	award + 3	Jul-19
2	Procurement of professional services	award + 4	Aug-19
3	Establish design scope of work	award + 12	Apr-21
4	Complete survey, design, and engineering	award + 36	Apr-22
5	Complete Permitting	award + 36	Oct-22
6	Planning & Zoning site plan approval	award + 36	Apr-22
7	Submit amendment request to add Phase II scope, budget, and performance period	award + 36	Apr-22
8	Receive amended NOA from Treasury	award + 42	TBD
9	Execute construction contract	award + 45	TBD
10	Complete construction	award + 64	TBD
11	Project closeout	award + 66	TBD

Amended Subrecipient Measures

No	Measure	Baseline	Target
1	Contracts Awarded	0	3
2	Linear Feet of Seawall Restored	0	625 LF
3	Acres of Public Park Improved	0	8.5 acres

Amended Budget:

	Current NOA RDCGR010087-01-01	Additional Funds Requested	Amended Award RDCGR010087-01-02
a. Salaries and Wages	\$36,958.00	\$23,652.00	\$60,610.00
b. Fringe Benefits	\$14,580.00	\$9,508.00	\$24,088.00
c. (subtotal) Total Personnel Costs	\$51,538.00	\$33,160.00	\$84,698.00
d. Equipment	\$0.00	\$0.00	\$0.00
e. Supplies	\$234.00	\$0.00	\$234.00
f. Travel	\$168.00	\$113.00	\$281.00
g. Construction	\$0.00	\$0.00	\$0.00
*h. Other	\$96.00	0.00	\$96.00
*i. Contractual	\$5,000.00	\$39,714.00	\$44,714.00
*j. Subaward	\$534,266.00	\$5,705,339.00	\$6,239,605.00
k. TOTAL DIRECT COSTS	\$591,302.00	\$5,778,326.00	\$6,369,628.00
l. INDIRECT COSTS	\$9,012.00	\$7,360.00	\$16,372.00
m. TOTAL APPROVED BUDGET	\$600,314.00	\$5,785,686.00	\$6,386,000.00
n. Federal Share	\$600,314.00	\$5,785,686.00	\$6,386,000.00
o. Non-Federal Share	\$0.00	\$0.00	\$0.00

TASKS, MILESTONES, AND TIMEFRAMES

Task #1 – Grant Development and Management

The Deepwater Horizon Restoration Coordinator for the Alabama Gulf Coast Recovery Council is responsible for coordinating and implementing all activities undertaken for project submission, selection and funding awards for Direct Component RESTORE Act funding. Task activities include project closeout.

Anticipated completion date: October 31, 2024

Task #2 –Project Management

The City of Fairhope has procured the services of an administration firm to provide professional services related to the Working Waterfront & Greenspace Restoration project. These services will include grant administration, completion of subrecipient start-up documents, assistance with environmental compliance, establishment of project financial procedures, establishment of project record keeping procedures, ensuring proper procurement and bidding and contracting procedures, programmatic management, preparation of reimbursement requests/drawdowns, submission of grant reports to ADCNR, compliance with audit requirements, completion of close-out documents, and other services in compliance with all programmatic and project-specific funding requirements including federal grant compliance (e.g., 2 CFR Part 200) and state procurement procedures.

Anticipated completion date: October 31, 2024

Task #3 – Engineering & Design

The City of Fairhope has procured the services of an independent engineering firm to provide engineering and design services for the Working Waterfront & Greenspace Restoration Project. Phase II services include construction bid support and construction engineering and inspection.

Anticipated completion date: October 31, 2024

The basic services provided will be as follows:

Construction Bid Services

The consultant will provide construction bid documents, assistance in preparation of addenda, bid review and recommendation for award.

Anticipated completion date: January 31, 2023 / 3 months after issuance of amended NOA

Construction Engineering and Inspection Services

Construction Engineering and Inspection Services includes attending pre-construction kick off meeting; review, approve (or recommend other appropriate action in respect of), and return shop drawings and submittals to construction contractor; issue any necessary technical interpretations and clarifications of the construction documents; and review and provide recommendations on change orders. The

consultant will visit the site on a monthly site basis and at milestone intervals necessary to observe the construction and verify that the work is being completed in compliance with the design.

The consultant record project status and document information pertaining to testing, materials installed, and other items necessary to evaluate contractor pay requests and to ensure conformance with the project's design. In addition, the consultant will assist in coordination and compilation of closeout documentation. The consultant will prepare a punch list, final inspection report and facility commissioning documents.

Anticipated completion date: October 31, 2024 / 24 months after issuance of amended NOA

Task #4 – Construction Activities

A licensed construction contractor will be procured by the subrecipient to accomplish the site preparation and construction of improvements to the Fairhope Waterfront, in accordance with the approved 100% design specification and permit requirements. A Probable Opinion of Costs was prepared by the E&D contractor, as part of the 90% design package and verified by a third-party consulting. Activities include demolition; civil sitework; construction of waterfront improvements; preparation and installation of lighting; re-alignment of utilities as necessary. The grounds around the improvements will be landscaped at the end of construction. A 4.8% contingency has been requested.

Anticipated completion date: October 31, 2024 / 24 months after issuance of amended NOA

Performance Measure:

Phase I - ADCNR approval of 100% of E&D Documents and Permitting – Complete April 2022

Phase II – ADCNR approval of construction as-builts, associated construction documentation and project close-out documents; Amended NOA + 24 months

5. Construction Documents – will be developed based upon approved Design Development Package. Detailed plan drawings and details will be developed that are suitable for bidding and construction of the project. The documents will include both detailed and performance landscape plan specifications for design elements to give the contractor the maximum ability to provide solutions that meet the design intent within budget. Consultant refined construction plans at 50% and 90% to bring project within budget. Deliverables will include all plans, elevations, details, and specifications required to permit, bid, and construct the project including civil plans, landscape architecture plans, architecture plans, geometric plans, drainage plans, demolition and site prep plans, utility plan, electrical plan, structural plans, erosion control, and construction phasing plan.

Anticipated completion date: October 31, 2024 / 24 months after issuance of amended NOA

Task #6 – Grant Administration

ADCNR, as Administrative Agent for the Alabama Gulf Coast Recovery Council, will serve as Grant Administrator for the Working Waterfront & Greenspace Restoration project, overseeing procurement and design activities. ADCNR will review all RFPs and RFQs prior to letting, and review results of bid

process prior to awarding contracts. In addition, ADCNR will review final Engineering and Design documents, and ensure all permits have been acquired. ADCNR will conduct periodic onsite visits and will submit all semi-annual and final reports. Volkert, Inc., as ADCNR's Program Manager, may assist with some of the activities listed above on an as-needed, task order, basis.

Anticipated completion date: *October 31, 2024 / 24 months after issuance of amended NOA*

**ADCNR Budget Justification
Working Waterfront and Greenspace Restoration Project Phase I and II**

ADCNR Personnel and Fringe:

The Alabama Department of Conservation and Natural Resources (ADCNR), as the administrative agent of the Alabama Gulf Coast Recovery Council (AGCRC), is requesting \$33,160 to provide oversight and management of the Working Waterfront and Greenspace Restoration Project Phase II.

ADCNR personnel will continue to be responsible for oversight and management which include oversight, coordination and monitoring of grant activities, sub-recipient activities, and funds expended under this program. Program management and monitoring activities will be conducted to ensure compliance with the grant award terms and conditions, 2 CFR 200, 31 CFR 34, and applicable federal, state, and local laws.

ADCNR’s Deepwater Horizon (DWH) Restoration Coordinator – DWH Restoration Coordinator will provide support for RESTORE Act activities including, but not limited to, subrecipient monitoring; participating in meetings and conference calls, as needed; reviewing subrecipient agreements, procurement documents, contracts, reports, and all other necessary documents for grant administration. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

Natural Resource Planner will assist in preparing draft proposals for review, developing budgets and expense details, monitoring, reviewing subrecipient reports and invoices, submitting semi-annual reports and reimbursements to RESTORE Council, and participating in meetings and conference calls as needed. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

Account Clerk will assist in preparing draft proposals for review, developing budgets and expense details, reviewing subrecipient invoices, submitting reimbursements to RESTORE Council, and coordinating and participating in meetings and conference calls as needed. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

Position titles reflect state and contractual titles and may not accurately reflect the nature of the work performed by the individual. Proposed rate is comparable to position titles providing similar services. The proposed compensation is consistent with other personnel engaged in similar work within and outside the State of Alabama. Salary and fringe rates changed between submission of original application for Phase I and submission of the amendment request to add Phase II.

Phase II ADCNR Personnel / Staff Time

Positions	Estimated % time or number of hours required	Months	Cost
DWH Restoration Coordinator	5%	24	\$10,271
Natural Resource Planner	6%	24	\$7,504
Account Clerk	6%	24	\$5,877

Total Phase II ADCNR Personnel Costs	\$23,652
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Fringe benefits include the costs of leave, employee insurance, pensions, and unemployment benefit plans. The costs are allowable provided that the benefits are reasonable and are required by law, non-Federal entity-employee agreement, or an established policy of the non-Federal entity.

Phase II ADCNR Fringe Benefits

Position(s)	Fringe %	Time (months)	Total Fringe Benefit (life of project)
DWH Restoration Coordinator	35%	24	\$3,595
Natural Resource Planner	42%	24	\$3,151
Account Clerk	47%	24	\$2,762
Total Phase II ADCNR Fringe Benefits			\$9,508

ADCNR Travel: ADCNR anticipates travel to the Project Site for periodic site visits. Cost estimates were determined using Federal government-owned vehicle mileage reimbursement standards for 2019.

Phase II ADCNR Travel

Purpose of Travel	Location	Item	Rate/Mile	# trips	Rate/Trip	Cost
Field Visits, Meetings, and Compliance	Spanish Fort to City of Fairhope	Miles 48/trip	\$0.585	4	\$28.08	\$113
TOTAL Phase II ADCNR Travel						\$11

ADCNR Equipment:

There are no Equipment costs for this project.

ADCNR Supplies:

There are no Supply costs for this project.

ADCNR Construction:

Construction costs for this project are included in the Subrecipient's budget (Contractual budget line item).

ADCNR Other Direct:

There are no other direct costs.

Subrecipient – City of Fairhope:

ADCNR executed a sub-recipient agreement with the City of Fairhope to distribute \$600,314 for engineering and design activities associated with Phase I of the project and will amend that sub-recipient agreement to add \$5,105,025 to accomplish construction activities associated with Phase II of the project. **Total sub-recipient award will be \$5,705,339.**

Subrecipient Construction Budget for Amendment No. 2		Phase II Requested
a.	Administrative and Legal Expenses	\$210,500.00
b.	Land, structures, rights-of-way, appraisals, etc.	-
c.	Relocation expenses and payments	-
d.	Architectural and engineering fees	\$281,920.00
e.	Other architectural and engineering fees	
f.	Project inspection fees	-
g.	Site work	-
h.	Demolition and removal	-
i.	Construction	\$5,212,919.00
j.	Equipment	-
k.	Miscellaneous	-
l.	Subtotal	\$5,705,339.00
m.	Project Income	-
n.	Total Sub-Award	\$5,705,339.00

The Subrecipient, City of Fairhope, activities and estimated costs, according to the 424-C format, are as follows:

Phase II Administrative and Legal Expenses: The City will amend the contract with the project management consultant used for Phase I services to activate contract options for Phase II services. Phase II program management services, include, but are not limited to, grant administration, ensuring proper procurement and bidding and contracting procedures, programmatic management, preparation of reimbursement requests/drawdowns, submission of grant reports to ADCNR, compliance with audit requirements, completion of close-out documents, and other services in compliance with all programmatic and project-specific funding requirements including federal grant compliance (e.g., 2 CFR Part 200) and state procurement procedures.

- 1) **Land, Structures, Rights of way, Appraisals** The subrecipient does not anticipate the purchase of any land, structures or right of way with funds to be awarded under this grant.
- 2) **Relocation Expenses and Payments** The subrecipient does not anticipate any relocation expenses and/or payments with funds to be awarded under this grant.
- 3) **Architectural and Engineering Fees** Phase II requires Construction Engineering and Inspection Services. The E&D consultant will attend pre-construction kick off meeting; review, approve (or recommend other appropriate action in respect of), and return shop drawings and submittals to construction contractor; issue any necessary technical interpretations and clarifications of the construction documents; and review and provide recommendations on change orders. The consultant will visit the site on a monthly site basis and at milestone intervals necessary to observe the construction and verify that the work is being completed in compliance with the design.

The consultant will record project status and document information pertaining to testing, materials installed, and other items necessary to evaluate contractor pay requests and to ensure conformance with the project's design. In addition, the consultant will assist in coordination and compilation of closeout documentation.

Anticipated completion date: October 31, 2024 / 24 months after issuance of amended NOA.

- 4) **Other Architectural and Engineering Fees** The subrecipient does not anticipate any other architectural and engineering fees to be paid with funds to be awarded under this grant.
- 5) **Project Inspection Fees** The subrecipient does not anticipate additional project inspection fees.
- 6) **Site Work** Site work will be accomplished as part of the construction activities.
- 7) **Demolition and Removal** Any required demolition or removal will be accomplished as part of the construction activities.
- 8) **Construction** The licensed construction contractor to be procured by the subrecipient will accomplish the site preparation and construction of improvements to the waterfront, in accordance with the approved 100% design specification and permit requirements. A licensed construction contractor will be procured by the subrecipient to accomplish the site preparation and construction of improvements to the Fairhope Waterfront, in accordance with the approved 100% design specification and permit requirements. A Probable Opinion of Costs was prepared by the E&D contractor, as part of the 90% design package and verified by a third-party consulting. Activities include demolition; civil sitework; construction of waterfront improvements; preparation and installation of lighting; re-alignment of utilities as necessary. The grounds around the improvements will be landscaped at the end of construction.
Anticipated completion date: October 31, 2024 / 24 months after issuance of amended NOA.
- 9) **Equipment** The subrecipient does not anticipate the purchase of any equipment to be paid with funds to be awarded under this grant.
- 10) **Miscellaneous** The subrecipient does not anticipate any miscellaneous charges.

ADCNR Contractual: Grant Administration: ADCNR followed State procurement policies and procedures (Code of Alabama 1975 – Article 2- State Bid Laws (41-16-20) to identify and select Volkert and Associates, Inc. (Volkert) to provide DWH Program Management Services as needed (contract awarded February 2017 and amended 2/25/19 – see uploaded Volkert Contract). ADCNR estimates \$39,714 in contract costs for Volkert, Inc. during Phase II. Volkert services may be used to provide technical expertise in overall grant administration support. Volkert services will be secured through task orders and reimbursed based upon actual time committed to the project. This estimate represents the top of the range.

Volkert Inc. – Phase II Program Support	\$39,714

ADCNR Indirect Costs: Indirect costs are calculated using ADCNR’s Negotiated Indirect Cost Rate Agreement (NICRA) approved by the U.S. Department of the Interior. ADCNR anticipates \$7,360 in indirect cost for Phase II (24 months), based on the approved fiscal year 2022 indirect rate of 22.12% valid at the time of amendment submission.

RESOLUTION NO. _____

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

[1] That the City Council approves the selection of Fulgham's Inc. for (RFQ PS021-22) Urban Forestry Consultant for the undeveloped 104 acres known as the "Triangle Property" at the North Gateway to the City; and authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee schedule for the contract.

DULY ADOPTED THIS 24TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk




MEMO

OCT 18 '22 PM 4:05 *ctw*

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

Sherry Sullivan
Mayor

From: 
Erin Wolfe, Purchasing Manager

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

Date: October 11, 2022

Lisa A. Hanks, MMC
City Clerk

Re: **Requesting Green Sheet and Approval by City Council to award RFQ PS021-22 Urban Forestry Consulting**

Kimberly Creech
City Treasurer

The Director of Public Works, Richard Johnson, has requested to hire an Urban Forestry Consultant for the undeveloped 104 acres known as the "Triangle Property" at the north gateway to the City.

Request for Qualifications RFQ PS021-22 Consulting Urban Forester was advertised in three (3) statewide newspapers for three (3) weeks, and on the City website, beginning August 26, 2022. The bid was viewed by 120 of the 342 vendors who received e-notifications through the City website. The bid specifications were also sent to the Board of Registration for Foresters, the Alabama Urban Forestry Association, and the Association of Consulting Foresters to notify their members. The bid was opened on September 20, 2022 at 2:00 p.m. One (1) company responded.

The proposal was evaluated by three (3) City of Fairhope staff (see attached Evaluation Score Sheet). The recommendation by the evaluation team is to hire Fulgham's, Inc.

The Director of Public Works, Richard Johnson, and the Evaluation Committee requests approval of the award of RFQ PS021-22 Consulting Urban Forester to Fulgham's, Inc.

Please prepare a Green Sheet and place on the next City Council Agenda this request to award RFQ PS021-22 Consulting Urban Forester to Fulgham's Inc. and approve the Mayor to negotiate the fee schedule for the contract.

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

Enclosure

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

Cc: Richard Johnson, Jessica Walker, Clint Steadham

CITY OF FAIRHOPE EVALUATION
BID NUMBER: RFQ PS021-22
BID NAME: Consulting Urban Forester
Opened: September 21, 2022 at 2:00 P.M.

Fulgham's Inc.

	Points Range	Evaluator 1	Evaluator 2	Evaluator 3
Criteria 1: Minimum Qualifications	0-10	10	10	9
Criteria 2: Knowledge of the Property/Project and the Urban Forestry Planning and Management Needs	0-15	13	10	13
Criteria 3: Resources and Availability	0-20	18	10	17
Criteria 4: Experience of Proposed Personnel	0-20	18	20	18
Criteria 5: Scope of Services	0-15	13	15	12
Criteria 6: Experience with Similar Projects	0-20	18	15	19
Total Score:		90	80	88
Average Score:				86



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RFQ Number PS021-22 Consulting Urban Forester

Related to the GOMESA Grant No. G-CFNP21CF

Ben Kahlmus-Gulf Coast Regional Manager, 116 Waters Edge Dr. Ocean Springs MS. 228.264.0277,
ben.k@fulghamsinc.com

Project Team:

Ben Kahlmus:

ISA Certified Arborist #SO-6866-A
ISA Certified Tree Risk Assessor
Mississippi Registered Forester RF#2578
Alabama Registered Forester MS2578
Alabama Urban Forestry Association Certification
Mississippi Tree Surgery License
Mississippi Horticultural Pesticide license
Louisiana Pesticide Applicators License
Louisiana Arborist License

David Fulgham:

ISA Certified Arborist #S0-6832-A
Tree Risk Assessment Certified
Mississippi Tree Surgery License
Mississippi Landscape Gardener License
Mississippi Aquatic & Horticultural Pesticide License
Tennessee Horticultural Pesticide License #4542
Alabama Pesticide Permit #2005620

Loren Erickson:

ISA Board Certified Master Arborist SO-9940 B
Member of Tree Advisory Board (MCTAB) Made up of AL, MS&LA Community
Foresters & Arborist
Member Native Plant Society

General statement of approach:

Our company approach is one of synergy, collaboration, and, where possible, consensus. This project has a nuanced history and a somewhat sensitive nature, as all urban projects tend to have. It is important to remain flexible during all phases of the project. Our communication with all entities including the community, will be clear and professional. We have built our presence in 10 states without advertising, by being committed to preserving trees, ecosystems, and interaction with natural spaces. This project will

allow us to play to our strengths and meet the new standards of sustainability and renewability in the urban forest

We excel at being acutely aware of constraints, deadlines, and input from all stakeholders. As consulting foresters, we will anticipate any issues that may cause delays, any foreseeable conflicts in planning or sequencing that may arise, and ultimately, we will speak to the best interest of the trees. We will respect the need to incorporate feedback and concerns, while keeping the process on, or ahead of schedule. Our availability for consultation or immediate decision-making is 24/7.

Officer Signature: 

Statement of Qualifications

1. Fulghams Gulf Coast regional office is located at 116 Water's Edge Dr. in Ocean Springs MS 39564
2. Alabama Urban Forestry Association Certificate
3. Mississippi & Alabama Registered Forester (MSBORF & ABRF) MS2578
4. The City of Fairhope Insurance Coverage requirements are met (See document provided within package)
5. Fulghams has over 30 years in Urban Forest Planning & Management for public/private Forested Parkland & Passive recreational facilities.
6. Fulghams, Inc has performed municipal, commercial, & residential tree consulting in Baldwin & Mobile Counties.

Statement Addressing Project Specific Criterion

Knowledge of property:

- a. Fulgham's Inc. team has walked both sections of this 108-acre tract and is familiar with this property. In addition, we are familiar with the Fly Creek watershed that lies within the boundaries and the key importance of this watershed to the local area. There is a high public interest in this site and the location is of great importance to the City of Fairhope. Balancing the interests of the community while preserving and enhancing the long-term health, sustainability of, and safe public access to the property is paramount. It has all the potential of a top tier public space, situated as it is, at the North gateway to the city.
1. For timber & individual tree management, the approach and methodology will be determined by the property owners' short and long-term goals. There are certain industry standards that must be followed i.e., better management practices (BMP's). Once a scope of work is set forth, then Fulghams can come up with a conceptual approach outside the industry standard on timber management & urban tree planning/preservation.



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b. Resources & Availability:

- i. Fulghams has the experience & capabilities to write in the most specifics to the broadest for any customer needs
- ii. Fulghams has a full staff of qualified Arborists, Foresters, & Urban Forest Managers that can complete large scale projects in a timeline set forth by the project owner. In the 30 years in business, we have never missed a deadline.
- iii. With over 30 years of experience working on the gulf coast, Fulghams has made key connections with countless subconsultants that can help with any area of this project-if needed. Once an area of work is identified where a subconsultant is needed, Fulghams can send a list of subconsultants pertaining to the specific scope laid out

c. Experience of Proposed Personnel:

i. Ben Kahlmus:

1. Consulting Arborist/Forester for Environmental Management Services on the Mississippi Department of Environmental Quality (MDEQ) Turkey Creek restoration project in Gulfport MS. Using engagement from the community leaders, we were to evaluate the creek to determine the best sustainable management of riparian species to maximize ecosystem service delivery and maintain the creek. We surveyed the study area and identified and marked invasive tree species and trees that are determined to be at risk for falling into the stream. We engaged with community leaders in the field for tree selection validation; and provided detailed reports that describes targeted trees, selection methodology, and general habitat conditions at marked locations. We completed this project within the strict timeline that was laid out by allocating resources within the company on this project.

2. Consulting Arborist/Forester for Beauvoir property in Biloxi MS. This was a Mississippi Forestry Commission funded project. We were to engage with local stakeholders & board members to implement an outside public recreational class 1 arboretum. Fulghams oversaw this project with the selection, evaluation, identification, and implementation of the arboretum This project also included planting of 50 large live oak trees throughout the site to increase urban forestry canopy.

3. Consulting Arborist/Forester for the Capital ground improvement project for the State capital in Jackson MS. We were subconsultants for Paul Jackson & Sons. We were to provide detailed tree protection plans pre, during, & post construction. This project included detail involvement in construction activities involving vehicle equipment access, excavation or fill, ground disturbance,

impervious surfaces, in ground irrigation system, proposed building sites, storage of materials, proper root cutting, trenching, & underground utility locations.

David Fulgham:

1. Long Beach, MS; University of Southern Mississippi – 3D root modeling study of the Friendship Oak with Ground Penetrating Radar
2. University of South Alabama-3D Root modeling & trunk scan with a Tree Rada Unit (TRU) to map the roots of live oaks & to monitor internal structural integrity of trees
3. Biloxi, MS; MGM Grand Fallen Oak Golf Course- Tree & site plan improvement.
4. Birmingham, AL; UAB College of Arts and Sciences – Construction Site Tree Management and Preservation Project; 2019
5. Gulfport, MS; Mississippi Department of Transportation- Harrison County-Tree restoration project
6. Biloxi, MS; MGM Grand Biloxi Shuckers Stadium- Consulting for Construction Methods Around Existing Trees
7. Smith Park; Jackson MS, inventory & construction site monitoring and management during park renovation

Loren Erickson:

1. Currently working with the City of Hattiesburg as Consulting arborist on Midtown Green Park. This project is a 4.2-acre park. It will feature a well-lit walking trail, exercise stations, a small performance stage, children's play area, picnic areas, site furniture and parking. An additional amenity, which will be the first of its kind throughout the city, is an inclusive-accessible playground. This request, high on the list of many residents, will provide those with special needs and disabilities the opportunity to play the same as their peers while continuing the development of physical, cognitive, social, and sensory skills. We are responsible for tree preservation and retention and placement of structures and amenities to have the least impact on existing trees.
2. Worked with City of Seattle in the Arborist's office to design, implement and complete the Meadowbrook Pond, Thornton Creek and Piper's Creek salmon restoration and stream enhancement projects. Was directly responsible for selection and placement of native trees and plants to reverse erosion and create a viable spawning ground by cooling and slowing the stormwater runoff and existing creek flow. Accessibility to the public while encouraging riparian ecosystems to flourish and re-establishing native wildlife was a huge success.
3. Currently working with Mississippi Urban Forest Council and "Enhancing Gulf Waters through Forested Watershed Restoration" program. This program is provided through the BP settlement and seeks to identify, preserve, and enhance the Gulf Coast watershed. We are working to assist communities with becoming Tree City USA and qualifying for surveys, inventories, planting, and maintenance of riparian corridors. This is similar to the grant being used for the Triangle Property in Fairhope.



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- ii. While Superintendent of Landscapes at University of Southern Mississippi, Loren Erickson administered and was project manager for 1.6-million-dollar restoration of campus after an F-4 tornado struck Feb. 10, 2013. He was responsible for all contractor's timely completion and coordinating the ordering and delivery of all materials used. It was labor only and all coordination came through the Physical Plant. All paperwork had to be submitted and tracked through FEMA, federal, state, and local jurisdictions.

- a. Scope of Services:
 - i. Fulgham's utilizes a state-of-the-art, Ground Penetrating Radar (GPR). This is used to quantify decay in a tree trunk and to create a pinpoint accurate 3D model of the root zone. Fulghams is the only company in the SE that has this technology available in house. This can be used in assessments of tree health for retention or planning for structures, hardscapes, parking, and pathways to ensure the least amount of impact to existing trees. We have done many tree inventories using ESRI GIS and provide any and all data needed for this project. We deal with environmental\wildlife\historical\cultural tree inventory and preservation as a focus of our work. We do forestry planning and management on projects like this one and for municipalities, parks and college campuses

- b. Experience with Similar Projects:
 - i.
 - 1. Gordons creek/Pine belt pathways- Multi modal pathway along the length of Gordon's creek riparian corridor, Hattiesburg, MS. Consulting Arborist.
 - 2. Midtown Green Accessible Park-Hattiesburg, MS-Project Arborist
 - 3. Louisiana State University, Mississippi State University, University of Mississippi, & University of Alabama- comprehensive tree inventory and further recommendations for removal and mitigation of construction damage and root zone impacts. Root zone improvement and injections treatment/plan.
 - 4. Ocean Springs, MS; Historic Ruskin Oak – Tree Risk Assessment with aerial inspection and GPR. Root, trunk and aerial branch mapping with Ground Penetrating Radar; 2022.
 - 5. Little Rock, AR; Arkansas State Capitol Building – Tree Inventory and Risk Assessment; 2022.

6. Meridian, MS; City of Meridian – Silva Cell Tree Establishment in Downtown Meridian: 2021 (and latter).
7. Biloxi, MS; Keelser Air Force base – Tree Inventory (8000 trees: assessment and GIS mapping); 2021.
8. Jackson, MS; Mississippi State Capitol Building – Tree Inventory, Tree Risk Assessment and Construction Site Management; 2021 (and latter).
9. Jackson, MS; Mississippi Children’s Museum – Tree Preservation during Playground Installation; 2021 (and latter).
10. Winona, MS; Old Mountain Arboretum – Establishment Consulting; 2020 (and latter years).
11. Tuscaloosa, AL; University of Alabama Quad Renovation – Tree Inventory and Assessment; 2020.
12. Starkville, MS; Mississippi State Tree Inventory (9100 trees: assessment and GIS mapping); 2019.
14. Birmingham, AL; UAB College of Arts and Sciences – Construction Site Tree Management and Preservation Project; 2019.
15. Little Rock, AR; Sunrise Project at Clinton Presidential Library Project- Tree Preservation Project & Construction Site Management at Clinton Burial Plot; 2019.
16. New Albany, MS; City of New Albany - Street Tree Inventory; 2019.
17. Athens, AL; Athens State University - Historic Poplar Preservation; 2018.
18. Jackson, MS; Downtown partners – Downtown Jackson - Street Tree Inventory; 2018.
19. Ocean Springs, MS; City of Ocean Springs – Washington Avenue Tree Inventory and Tree Hazard Rating; 2017.
20. Winona, MS; Old Mountain Adventure Park – Safety Inspection for Trees in Zipline Course; 2017 (and latter years).
21. Murfreesboro, TN; Bonavic Development- Springfield Apartments Construction Site Tree Management and Preservation Project; 2017.
22. Holly Springs, MS; City of Holly Springs - Street Tree Inventory; 2017.
23. Tishomingo, MS; City of Tishomingo – Street Tree Inventory; 2017.
24. Baton Rouge, LA; Louisiana State University - Yearly Campus Tree Preservation; 2017 (and latter years).



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25. Tupelo, MS; Natchez Trace Parkway – Rest Stop and Headquarters Hazard Tree Inventory; 2017 (and latter years).
26. Florence, AL; City of Florence, AL – Street Tree Inventory and Assessment; 2016.
27. Murfreesboro, TN; Middle Tennessee State University - Yearly Campus Tree Preservation; 2016 (and latter years).
28. Biloxi, MS; MGM Grand Biloxi Shuckers Stadium- Consulting For Construction Methods Around Existing Trees; 2014.
29. Hermanville, MS; Tree Assessment Litigation Report for Mathis v Delta Tree; 2014.
30. Memphis, TN; Memphis Botanic Gardens. - Tree Inventory and Yearly Tree Preservation; 2013 (and latter years).
31. Nashville, TN; Walnut Trace Farm (Equestrian Center) - Yearly Tree Preservation 2013 (and latter years).
32. Wayne County, MS; Palmer Petroleum v. Pace Johnson - Plant and Soil Assessment Litigation Report; 2012.
33. Stillwater, OK; Oklahoma State University - Yearly Campus Tree Preservation; 2011 (and latter years).
34. San Antonio, TX; University of the Incarnate Word- Yearly Campus Tree Preservation; 2011 (and latter years).
35. Abilene, TX; Abilene Christian University - Yearly Campus Tree Preservation; 2010 (and latter years).
36. Tuscaloosa, AL; University of Alabama – Yearly Campus Tree Preservation; 2010 (and latter years).
37. Ridgeland, MS; Township Development - Yearly Tree Preservation; 2010 (and latter years).
38. Starkville, MS; Mississippi State University - Yearly Campus Tree Preservation; 2007 (and latter years).

39. Oxford, MS; Lafayette County Courthouse – Tree Preservation and Management During Courthouse Renovation; 2006 (and latter years).
40. Washington, DC; Patent Decree – US Patent Number 6,973,885 - Mobile Subterranean Aerator and Deep Root Stimulator; 2005.
41. Biloxi, MS; City of Biloxi- Post Katrina, Tree Restoration Long-term Project; 2005 (and latter years)
42. Gulfport, MS; Harrison County Sand Beach Authority- Tree and Site Improvements for Preservation Oak Beach Park; 2004 (and latter years).
43. TN; Cheekwood Botanical Garden – Boxwood Preservation; 1996 (and latter years).
44. Oxford, MS; University of Mississippi - Yearly Campus Tree Preservation; 1996 (and latter years).
- ii. We are primarily brought in during the conceptual phase of projects. With our direction and recommendations, we help guide conceptual phase into design phase based on tree preservation guidelines. Once through a design phase, we meet with key players in the project to ensure proper techniques are adhered to. When needed, we can make mitigation options if there are problems that arise with the trees. Communication is one of the biggest assets to a project. Assuring that everyone can work together to complete a project on time and in order is what we strive for.
- iii. 1) University of South Alabama- root/trunk scans on live oaks trees near Stanky Field. 2) Consulting arborist for the renovation of the US District courthouse downtown mobile subconsultants through Yates Construction. This involved tree risk assessments, recommendations, and root treatments. 3)Construction Site Tree Management and Preservation Project for Brian Britt's new law office downtown Fairhope. 4) Post hurricane Sally tree assessment for homeowners in the city of Fairhope & surrounding communities.
- iv. The Turkey Creek Restoration project was done in a mainly minority neighborhood. We meet with community/neighborhood leaders regularly to ensure their input was heard and implemented. This close working relationship helped build trust and friendships within the community while enhancing public watershed availability.
- v.

Reference List:



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 Tupelo, MS 38803
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Bart Prather- Landscape Supervisor	Mississippi State University	662-418-5842
Misty Booth- Urban Forestry Cordinator	Mississippi Forestry Commission	601-213-6683
Chris Martin- Urban Forester	Oklahoma State University	405-564-3895
Russell Stringer- Urban Forester	City of Montgomery, AL	334-625-2740
Eric Nolan- Urban Forester	City of Biloxi, MS	228-547-2025
Billy Lamb – Park & Rec Superintendent	City of Oxford, MS	662-816-5646
Boyd Yarbough – Urban Forester	Tupelo Redevelopment Agency	662-397-1169
Brad Barnett – Facilities supervisor	Lee County Courthouse – Mississippi	662-687-1909
Steve Bengal – Associate	George Bryan / Old Waverly Golf Course	662-295-1330
Pete Poland – ASLA Landscape Architect	Landscape Services	662-231-3322
Sarah Lowe-Horticulturist	Cheekwood Botanic Gardens	615-353-2159
Grace Johnson – Owner	Walnut Trace Farm – Nashville, TN	615-347-8431
Jennifer Smith –Horticulturist	City of Nashville, TN	615-862-8708
Gen Hyde-Urban Forester	City of Chattanooga, TN	423-757-7283
Dan Hartman-Urban Forester	City of Cleveland, TN	423-472-4551
Kyle McLane – Horticulturist	Memphis Botanical Gardens	901-493-0239
Wes Hopper – Urban Forestry	Memphis Tree Board	901-212-8822
Winston Wolfe - Rhodes College Alumni	Sherwood Forest (Endowment property)	901-748-3711
Tyler Walker-Campus Forester	University of Alabama	205-361-1331
Bonner Lee- ASLA Landscape Architect	University of Alabama	205-348-1629
Clyde Woodward- Owner	Environment Management Services	601-441-0028



September 2, 2022

Addendum 1

RFQ PS021-22

Consulting Urban Forester

Addendum 1 contains questions and answers submitted via email.

This bid will be opened at the City of Fairhope's City Services and Public Utilities Building, 555 South Section Street, Fairhope, AL 36532 at 10:00 AM on Tuesday, September 20, 2022. Vendors shall acknowledge this Addendum 1 on their submitted Bid Response Form.

Questions Submitted Via Email:

1. Hold appropriate Licenses and/or Certifications from the Alabama Forestry Commission, Alabama Urban Forestry Association and/or Association of Consulting Foresters: Will an ASA Certified Arborist certification suffice for this?
A. This is a Request for Qualifications, ultimately the respondent's submittal will be used to evaluate the best possible candidate and will lead to a Professional Services Contract for the work product required by the City. It is the intent of the RFQ to attract Foresters with a strong "Urban Forestry" background since the property is requiring short and long term management within the City proper. The respondent must determine the strength of their own resume and submit accordingly. It is the City's understanding there is a distinct difference between a Certified Arborist and a Certified Forester.
2. Be a Registered Forester in Alabama – Licensed by Alabama Board of Registration for Foresters (ABRF): I have a Registered Forestry license in MS and am currently going through the reciprocity application process in AL. I currently have all the requirements to achieve this. However, the board does not meet until after the bid date. Can my MSBORF license work? Or can I show the required documents needed for reciprocity in AL?
A. License reciprocity is a common and respected process in the Professional Services Community. A Registered Forester in a reciprocal state would be considered "qualified" if they have demonstrated the ability to meet the requested licensure requirements for the State in which they are proposing to render services.

Acknowledged

Ben Kuhns



September 16, 2022

Addendum 2

RFQ PS021-22

Consulting Urban Forester

Addendum 2 contains questions and answers submitted via email.

This bid will be opened at the City of Fairhope's City Services and Public Utilities Building, 555 South Section Street, Fairhope, AL 36532 at 10:00 AM on Tuesday, September 20, 2022. Vendors shall acknowledge this Addendum 2 on their submitted Bid Response Form.

Questions Submitted Via Email:

1. The first bullet is #4 on the minimum qualifications list. The second bullet is #7 in the Standard Terms & Conditions Professional Services. I do not see a \$ amount for insurance coverage needed. Is #7 all that is required from the bidders? Or is there a minimum coverage the city is looking for?
 - Professional Consulting Urban Forester Services – Minimum Qualifications #4. Meet the City's minimum Insurance coverage requirements.
 - 7. 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.
- A. See attached Insurance Requirements for City of Fairhope.

Acknowledged

Ben Kehrens

**ITEM V
INSURANCE**

3.0 INSURANCE REQUIREMENTS

Awarded **CONTRACTOR**, at its sole expense, shall obtain and maintain in full force the following insurance to protect the **CONTRACTOR** and the City of Fairhope at limits and coverages specified herein. The City of Fairhope will be listed as an additional insured under the CONTRACTOR'S general liability insurance and automobile liability insurance policies, and all other applicable policies and certificates of insurance. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the awarded **CONTRACTOR**.

3.01 All insurance will be provided by insurers by admitted carriers in the State of Alabama, 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.

3.02 **NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED BY THE CITY.**

3.03 **Worker's Compensation and Employers Liability**

Part One: Statutory Benefits as required by the State of Alabama	
Part Two: Employers Liability	\$100,000 Each Accident
	\$100,000 Each Employee
	\$500,000 Policy Limit

3.04 **U.S. Longshoreman & Harbor workers Act (USL&H)-**

Required if CONTRACT involves work near a navigable Waterway that may be subject to the USL&H law.

3.05 **Maritime Endorsement (Jones Act)-**

Endorsement required if CONTRACT involves the use of a Vessel. Or include coverage for "Master or Members or Crew" under "Protection and Indemnity" coverage (P&I), unless crew is covered under Workers Compensation.

Bodily injury by accident	\$1,000,000 Each Accident
Bodily injury by disease	\$1,000,000 Aggregate

3.06 **Commercial General Liability**

Coverage on an Occurrence form with a combined single limit of (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 BIDDERS
- Blanket Contractual Liability

Explosion, Collapse and Underground hazards
Broad Form Property Damage
Railroad Protective Liability Insurance if work involves construction, demolition or maintenance operations on or within 50 feet of a railroad.

3.07 Automobile Liability

Covering all Owned, Non-Owned, and Hired vehicles with a limit of no less than \$1,000,000 combined single limit of Bodily Injury and property damage per occurrence.

3.08 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 ten (10) days written notice of cancellation to the CITY

Such insurance as is afforded by the above policies covers the operations undertaken by the insured with respect to the construction of the project above designated. The insurance afforded by the above designated policies, specimen copies of which have been filed with the CITY, and to each of which is attached for following endorsement.

The insurer agrees with the insured as follows:

1. That it will furnish to said City of Fairhope a certificate of insurance in triplicate on a form approved for such purpose by said CITY, setting forth the pertinent information regarding the policy to which this endorsement is attached, for each project of said CITY to which the policy applies.
2. That it will attach to each said certificate of insurance executed copies of any endorsement other than this endorsement which are attached to said policy at the time said policy is issued, provided only that said endorsements affect the coverage of said policy in respect of operations involved in the construction of the projects of said CITY to which the policy applies.
3. That it will mail to the City Council of the City of Fairhope three executed copies of each endorsement subsequently issued to become a part of said policy provided only that endorsement affects the coverages of said policy in respect of operations involved in the construction of the project of said CITY which the policy applies, and provided further that such endorsement shall not be effective unless such notice is given to the CITY at the same time that notice thereof is given to the insured.
4. That it will mail to the City Council of the CITY of Fairhope at least ten days before the effective date thereof notice of cancellation of said policy, provided no cancellation shall be effective unless such notice is given to the CITY.

END OF INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BXS Insurance 201 S. Spring Street, Suite 230 Tupelo MS 38804 License# PC-1092395 FULGNC-01	CONTACT NAME: Community Insurance Solutions PHONE (A/C, No, Ext): 855-377-1529 FAX (A/C, No): E-MAIL: cis@bxsi.com ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Firemens Insurance Company of WA, DC</td> <td>21784</td> </tr> <tr> <td>INSURER B: Travelers Casualty and Surety Company</td> <td>19038</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Firemens Insurance Company of WA, DC	21784	INSURER B: Travelers Casualty and Surety Company	19038	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														

INSURED
 Fulgham's, Inc.
 P.O. Box 3187
 Tupelo MS 38803

COVERAGES

CERTIFICATE NUMBER: 534090268

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		CPA4281049-47	10/15/2021	10/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CPA4281049-47	10/15/2021	10/15/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	2673L4244	6/20/2022	6/20/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Fairhope Alabama
 Po Drawer 429
 Fairhope AL 36533

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RESOLUTION NO. _____

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

[1] That the City Council approves the selection of Neel-Schaffer, Inc. for (RFQ PS23-001) Professional Engineering Services for Preliminary Engineering for the FY2023 TAP Project – Sidewalks on Blue Island Avenue and Fairwood Boulevard; and authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee with this firm.

DULY ADOPTED THIS 24TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



MEMO

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

JW

Sherry Sullivan
Mayor

From: 
Erin Wolfe, Purchasing Manager

Date: October 12, 2022

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

Re: **RFQ PS23-001 Professional Engineering Services for Preliminary Engineering for the FY2023 TAP Project – Sidewalks on Blue Island Avenue and Fairwood Boulevard**

Lisa A. Hanks, MMC
City Clerk

The Director of the Public Works Department, Richard Johnson, is requesting the hiring of a consultant for **RFQ PS23-001 Professional Engineering Services for Preliminary Engineering for the FY2023 TAP Project - Sidewalks on Blue Island Avenue and Fairwood Boulevard.**

Kimberly Creech
City Treasurer

The City's application for the FY2023 Federal Transportation Alternatives Set-aside Program has been approved. The proposed project is up to 5,895 linear feet (1.12 miles) of new sidewalk on one side of two semi-parallel streets: Blue Island Avenue and Fairwood Boulevard.

Mayor Sullivan was provided a list of firms to select from for the work and chose Neel Schaffer, Inc. to perform the professional service.

Please place on the next available City Council Agenda this request for City Council to approve the selection by the Mayor for RFQ PS23-001 Professional Engineering Services for Preliminary Engineering for the FY2023 TAP Project – Sidewalks on Blue Island Avenue and Fairwood Boulevard and allow the Mayor to negotiate the not-to-exceed fee to be approved by Council.

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

Enclosure

251-928-2136

Cc: file; Richard Johnson, George Ladd


251-928-6776 Fax
www.fairhopeal.gov



MEMO

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

Sherry Sullivan
Mayor

From: 
Erin Wolfe, Purchasing Manager

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

Date: **October 11, 2022**

Re: **RFQ PS23-001 Professional Services for Preliminary Engineering for the FY2023 TAP Project - Sidewalks on Blue Island Avenue and Fairwood Boulevard**

Lisa A. Hanks, MMC
City Clerk

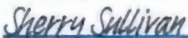
The Director of the Public Works Department, Richard Johnson, is requesting the hiring of a consultant for **RFQ PS23-001 Professional Services for Preliminary Engineering for the FY2023 TAP Project - Sidewalks on Blue Island Avenue and Fairwood Boulevard.**

Kimberly Creech
Treasurer

Per our Procedure for Procuring Professional Services, Richard Johnson and I are providing firms for the Mayor to select from for the work.

Please move this procurement of professional services forward to the Mayor for the selection of a professional service provider.

The short list is:

- 
Sherry Sullivan - City Clerk - Alabama ___/___/___ Neel-Schaffer, Inc.
- _____ ___/___/___ Jade Consulting, LLC
- _____ ___/___/___ Sawgrass, LLC
- _____ ___/___/___ None. Submit another list

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

251-928-2136 (p)

Cc: file, Richard Johnson, Mayor Sherry Sullivan



CITY OF FAIRHOPE
PURCHASING DEPARTMENT
PROJECT REQUEST FORM

Requestor: Richard D. Johnson, PE Department: Public Works
Project Name: FY2023 TAP - Sidewalks on Blue Island Avenue and Fairwood Boulevard
Project Description: New construction - 5-foot sidewalks on two existing City roads
Project Category: Bid X Professional Service Other:
Budget Amount: Non Budgeted - \$83,000.00 Budget Code: 103 55920
Budgeted for Current FY: Yes X No

BID INFORMATION

Bid Duration: Selection of PE Project Duration: Multi-Year
Engineer of Record: Requesting: Shane Bergin, PE, PTOE, PTP, RSP1 - Neel-Schaffer, Inc.
Pre-Bid Meeting: X No Yes Mandatory Non-Mandatory
Scope of Work Provided By: RDJ - Attached TAP Application Contract Extensions: No X Yes
Project Manager: Owners Representative: Richard D. Johnson; PM - Selected EOR
Insurance Requirements: Minimum X Maximum
Bonds: Bid Performance Labor & Materials
Related Bids/RF's: Selection and Resolution to establish a NTE for Preliminary Engineering

FORCE ACCOUNT INFORMATION

Force Account Project: X No Yes Estimated Amount: Budget Code:
Notes:

SIGNATURES

Requestor: Senior Accountant:
City Treasurer: Mayor:

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130

(334) 242-7100
FAX: (334) 242-3282

STATE OF ALABAMA

September 26, 2022

Richard

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

Re: TAPAA-TA23(929)
Fiscal Year (FY) 2023 Transportation Alternatives Set-aside Program

Dear Mayor Sullivan:

This letter is to advise you that your FY 2023 application for the Federal Transportation Alternatives Set-aside Program has been approved. Federal funds in the amount of \$799,273.00 is being awarded for the sidewalks on Blue Island Avenue and Fairwood Boulevard. Congratulations!

Personnel from the Region Office of the Alabama Department of Transportation, will be in contact with you concerning the requirements that will have to be followed in administering this project. If you have any questions concerning this matter, please call the Department's Local Transportation Bureau Chief, Bradley B. Lindsey at (334) 242-6728.

Sincerely,

Kay Ivey

Kay Ivey
Governor

KI/JRC/BBL:tnm

c: Mr. Mark Bartlett, FHWA Alabama Division Administrator
Mr. John R. Cooper, ALDOT Transportation Director
Mr. Matthew J. Ericksen, ALDOT Southwest Region Engineer
Mr. Tony Harris, ALDOT Media and Community Relations
File

City of Fairhope, Alabama

ALABAMA DEPARTMENT OF TRANSPORTATION



FY 2023 Transportation Alternatives Set-Aside Program Application

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



GENERAL INFORMATION

A. Sponsoring Agency Information

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

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

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

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

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

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

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

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

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

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

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

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

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

PE: \$83,000.00– 100% on the Project Sponsor (no funding requested)

Construction

*+ CE&I: \$999,092.00 – 80% TAP = **\$799,273.00** / 20% City Match = \$199,819.00*

Federal Funds Requested: \$799,273.00

ENGINEER'S ESTIMATE OF PROBABLE COST

FEDERAL AID PROJECT NO. XXXXXXX

April-22

Fairhope Sidewalks

Blue Island Street & Fairwood Boulevard

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT QTY	UNIT PRICE	EXTENDED TOTAL
206-C	Removal of Concrete	SY	200	\$20.40	\$4,080.00
206-D	Removing Curb And Gutter	LF	100	\$18.00	\$1,800.00
209-A	Mailbox Reset, Single	EACH	11	\$180.00	\$1,980.00
210-A	Unclassified Excavation	CYTBM	1745	\$24.00	\$41,880.00
210-D	Borrow Excavation	CYTBM	300	\$30.00	\$9,000.00
214-D	Foundation Backfill (Commercial Pea Gravel)	TON	30	\$120.00	\$3,600.00
429-A1	Improved Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B	TON	40	\$276.00	\$11,040.00
429-A2	Improved Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B, Patching	TON	40	\$276.00	\$11,040.00
529-A	Retaining Wall	SF	540	\$180.00	\$97,200.00
600-A	Mobilization	LUMP SUM	1	\$60,000.00	\$60,000.00
618-A1	Concrete Sidewalk, 4" Thick	SY	3906	\$70.00	\$273,420.00
618-A2	Concrete Sidewalk, 6" Thick	SY	80	\$85.00	\$6,800.00
618-B	Concrete Driveway, 6" Thick	SY	190	\$85.00	\$16,150.00
620-A	Minor Structure Concrete	CY	10	\$1,680.00	\$16,800.00
623-A	Concrete Gutter (Valley)	LF	50	\$90.00	\$4,500.00
623-C	Combination Curb & Gutter, Type C (Modified)	LF	3900	\$30.00	\$117,000.00
650-A	Topsoil	CYTBM	910	\$24.00	\$21,840.00
652-A	Seeding (Urban Mix)	AC	2	\$2,520.00	\$5,040.00
654-A	Solid Sod	SY	7770	\$8.50	\$66,045.00
656-A	Mulching	AC	2	\$1,800.00	\$3,600.00
659-A	Erosion Control Netting	SY	1000	\$5.00	\$5,000.00
665-A	Temp. Seeding	AC	2	\$1,860.00	\$3,720.00
665-B	Temp. Mulching	AC	2	\$1,680.00	\$3,360.00
665-E	Polyethylene	SY	1500	\$3.00	\$4,500.00
665-F	Hay Bales	EACH	100	\$12.00	\$1,200.00
665-G	Sand Bags	EACH	100	\$7.20	\$720.00
665-J	Silt Fence	LF	2000	\$6.00	\$12,000.00
665-O	Silt Fence Removal	LF	2000	\$2.25	\$4,500.00
665-Q	Wattle	LF	1000	\$12.00	\$12,000.00
680-A	Geometric Controls	LS	1	\$9,840.00	\$9,840.00
703-A	Traffic Control Markings, Class 2, Type A	SF	1000	\$9.60	\$9,600.00
703-C	Removal of Existing Traffic Control Markings or Legends	SF	400	\$12.00	\$4,800.00
711-A	Roadway Sign Relocation	LS	1	\$960.00	\$960.00
740-B	Construction Signs	SF	120	\$25.20	\$3,024.00
740-D	Channelizing Drums	EACH	50	\$60.00	\$3,000.00
740-E	Cones (36" High)	EACH	50	\$30.00	\$1,500.00
740-M	Weight for Cones	EACH	50	\$6.00	\$300.00
740-N	Orange Safety Grid	LF	1000	\$4.75	\$4,750.00

Total Construction Cost (BASE BID) = \$857,589.00

Contingency (10%) = \$85,758.90

CE&I & Testing (15%) = \$141,502.19

BASE BID TOTAL = \$999,091.19

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENTS

Please find included the following items with this application:

1. Mayor's Cover Letter stating the City's willingness to pursue the project to completion and be responsible for the required expenses, including, but not limited to, the local share funds and professional fees for preliminary engineering activities.
2. Eastern Shore Metropolitan Planning Organization (ESMPO) letter to allow the project to be included in the Transportation Improvement Plan (TIP) if the project is located within a MPO boundary.
3. Adopted Resolution #####-22 from the Fairhope City Council stating their approval of the proposed Transportation Alternatives Set-Aside Program (TAP) Grant application for FY2023.
4. Letter of support from the City of Fairhope Pedestrian and Bicycling Committee.
5. Current and legible GIS map indicating exact project.
6. Scaled conceptual Design Drawings of Sidewalks with Typical Sidewalk Details.
7. Color photographs for the Project Areas A-H.



June 28, 2022

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

Sherry Sullivan
Mayor

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

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

Mr. Lindsey:

Please find attached the City of Fairhope's application for the FY 2023 Transportation Alternatives Set-Aside Program funding for the above referenced project.

Lisa A. Hanks, MMC
City Clerk

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

Kimberly Creech
Treasurer

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

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

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

Sincerely,

Sherry Sullivan
Mayor

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

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

Cc: Richard Johnson – Fairhope Public Works Director
File

EASTERN SHORE MPO

BALDWIN COUNTY CENTRAL ANNEX II

22070 STATE HIGHWAY 59

ROBERTSDALE, ALABAMA 36567

TELEPHONE: (251) 990-4640

WWW.EASTERNSHOREMPO.ORG

June 7, 2022

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

***Re: MPO Letter of Support for FY 2023 TAP Grant Funding for Transportation Improvements
in the City of Fairhope, Alabama***

Dear Mr. Lindsey:

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

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

If selected, the project will be added to the ESMPO Transportation Improvement Program (TIP).

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

Sincerely,



Jack Burrell
ESMPO Chairperson

RESOLUTION NO. 4484-22

**AUTHORIZING THE SUBMISSION OF AN FY 2023
TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM
GRANT TO THE ALABAMA DEPARTMENT OF TRANSPORTATION
TO CONSTRUCT NEW SIDEWALK FACILITIES ALONG
FAIRWOOD BOULEVARD AND BLUE ISLAND AVENUE**

WHEREAS, the Alabama Department of Transportation (ALDOT) is accepting applications from municipal governments for FY 2023 Transportation Alternatives Set-Aside Program (TAP) Grants; and

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

WHEREAS, the total project cost is estimated at \$999,092.00, and if funded, the grant will pay 80% or \$799,273.00 and the City of Fairhope will be responsible for providing 20% or \$199,819.00; and

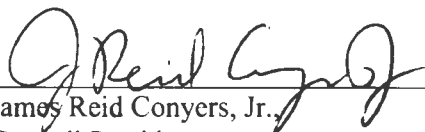
WHEREAS, if funded, the City will be responsible for 100% of the Preliminary Survey, Engineering and Design (PE) at an estimated cost of \$83,000.00; and

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

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

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

DULY ADOPTED THIS 27TH DAY OF JUNE, 2022


James Reid Conyers, Jr.
Council President

Attest:


Lisa A. Hanks, MMC
City Clerk



Fairhope Pedestrian & Bicycle Committee

P. O. Drawer 429
Fairhope, Alabama 36533

June 26, 2022

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

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

Dear Mr. Lindsey:

The Fairhope Pedestrian & Bicycle Committee is an advisory body appointed by the Fairhope City Council to advise them on bicycle and pedestrian planning and policy decisions. We work closely with the City Planning Department to identify projects that will enhance Fairhope's walkability and bikeability. We maximize community input through open meetings, direct citizen input, and publishing our agendas and meeting minutes.

The requested grant will support the committee's efforts to develop more walkable neighborhoods in Fairhope. The sidewalks on Blue Island Avenue and Fairwood Boulevard to be provided through this grant will be accessible to pedestrians and bicyclists, ADA compliant, and provide public access between major thoroughfares. The Pedestrian and Bicycle Committee along with the Baldwin County Trailblazers supports active programs to promote walking and bicycling to Fairhope West Elementary School for children in neighborhoods served by Blue Island Avenue and Fairwood Boulevard. Fairhope West Elementary is directly accessible from Fairwood Boulevard. Both these sidewalk projects are part of Fairhope's overall sidewalk master plan.

Please accept this Letter of Support for the City of Fairhope's **FY 2022 TAP Grant Application** requesting funds for the sidewalks on Blue Island and Fairwood Boulevard.

We appreciate your consideration of the City's funding request.

Sincerely,

A handwritten signature in black ink, appearing to be "William R. Hall", written in a cursive style.

William R. Hall
Co-Chairperson
Fairhope Pedestrian & Bicycle Committee

RESOLUTION NO. _____

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

[1] That the City Council approves the selection of Hi-Line Engineering for (RFQ PS23-002) Professional Engineering Services for the Power Line Conversion along Magnolia Avenue between Bancroft Street and Church Street; and authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee with this firm.

DULY ADOPTED THIS 24TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



EW

MEMO

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

From: Erin Wolfe, Purchasing Manager

Sherry Sullivan
Mayor

Date: October 12, 2022

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

Re: RFQ PS23-002 Professional Engineering Services for Power Line Conversion along Magnolia Avenue between Bancroft Street and Church Street

Lisa A. Hanks, MMC
City Clerk

The Superintendent of the Electric Department, Conrad Havranek, is requesting the hiring of a professional engineer for RFQ PS23-002 Professional Engineering Services for the Power Line Conversion along Magnolia Avenue between Bancroft Street and Church Street

Kimberly Creech
City Treasurer

The work to be performed is to provide professional engineering services for the development of plans for the conversion from overhead power lines to underground power lines along Magnolia Avenue between Bancroft Street and Church Street. The project will include the following: Install new underground 12 KV power line along Magnolia Avenue between Bancroft Street and Church Street; remove existing overhead KV power line along the same route; replace overhead transformers with new padmount transformers; replace old streetlights with new decorative streetlights and poles; and make provisions for vendor booth power along Magnolia Avenue between Bancroft Street and Section Street.

Mayor Sullivan was provided a list of firms to select from for the work and chose Hi-Line Engineering to perform the professional service.

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

Please place on the next available City Council Agenda this request for City Council to approve the selection by the Mayor for RFQ PS23-002 Professional Engineering Services for the power line conversion along Magnolia Avenue between Bancroft Street and Church Street and allow the Mayor to negotiate the not-to-exceed fee to be approved by Council.

251-928-2136

Enclosure

251-928-6776 Fax
www.fairhopeal.gov

Cc: file; Conrad Havranek, Ben Patterson



MEMO

To: Lisa Hanks, City Clerk
Kim Creech, Treasurer

From: Erin Wolfe
Erin Wolfe, Purchasing Manager

Date: October 11, 2022

Re: RFQ PS23-002 Professional Engineering Services for Conversion of Current Power Lines to Underground on Magnolia from Church Street to Bancroft

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
Treasurer

The Superintendent of the Electric Department, Conrad Havranek, is requesting the hiring of a professional engineer for RFQ PS23-002 Professional Engineering Services for Conversion of Current Power Lines to Underground on Magnolia from Church Street to Bancroft.

Per our Procedure for Procuring Professional Services, Conrad Havranek and I are providing firms for the Mayor to select from for the work.

Please move this procurement of professional services forward to the Mayor for the selection of a professional service provider.

The short list is:

- Sherry Sullivan (Oct 11, 2022 15:30 CDT) ___/___/___ Hi-Line Engineering
- _____ ___/___/___ Kimley-Horn
- _____ ___/___/___ Volkert, Inc.
- _____ ___/___/___ None. Submit another list

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

251-928-2136 (p)

Cc: file, Conrad Havranek, Mayor Sherry Sullivan

From: [Ben Patterson](#)
To: [Erin Wolfe](#); [Conrad Havranek](#); [Ian Morrison](#)
Subject: Magnolia Underground
Date: Tuesday, October 11, 2022 11:26:14 AM

Erin,

This is what we have on that project.

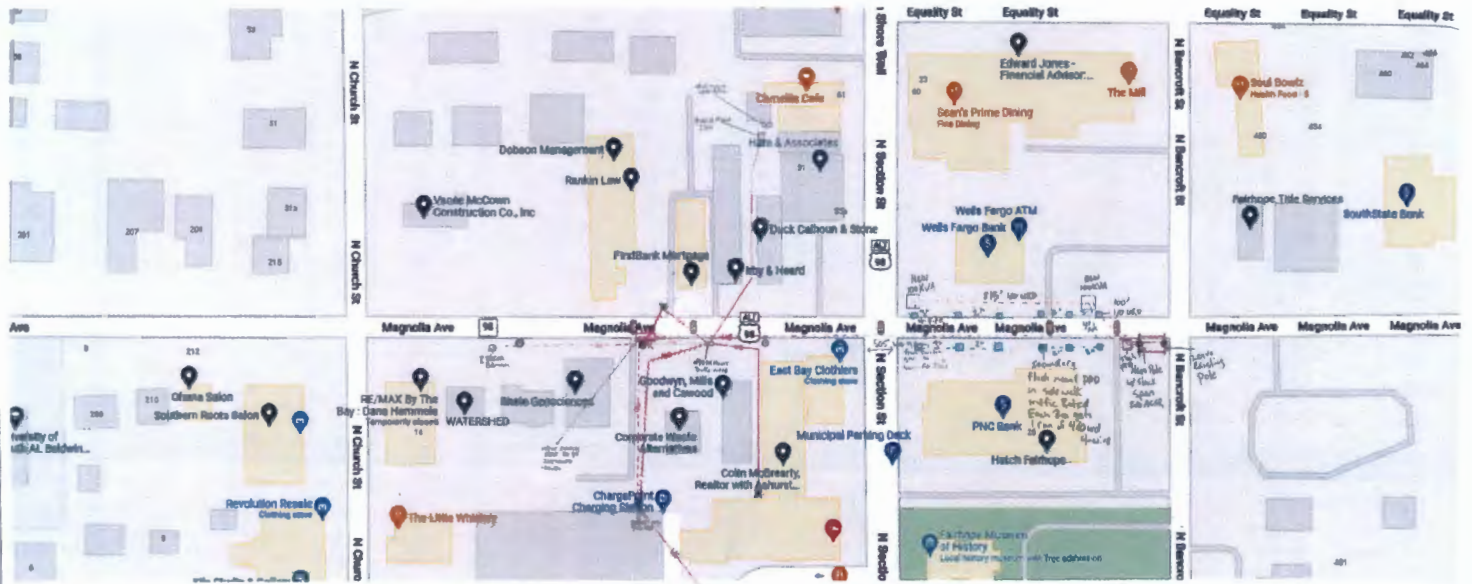
1. Install new UG 12 KV power line, along Magnolia Avenue, between Bancroft Street and Church Street (installed via boring).
2. Remove the existing OH 12 KV power line, along this same route.
3. Replace existing OH transformers with new padmount transformers.
4. Replace old street lights, with new decorative street lights and poles.
5. Make provisions for vendor booth power (Arts & Crafts Festival) along Magnolia, between Bancroft and Section.

We have a drawing Ian and I put together if that will help also. Thanks Ben

Get [Outlook for iOS](#)



Magnolia Ave - N Church St to N Bancroft St



Scale 1:500 or 1 inch equals 50 feet

0 50 100 200 300 400 Feet

RESOLUTION NO. _____

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

[1] That the City of Fairhope did request, receive, and open bids to procure annual contract for Asphalt and Concrete Repair on as-needed-basis for (Bid No. 038-22) for the Public Works Department at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for
Asphalt and Concrete Repair

[3] At the appointed time and place; after evaluating the bids with the required specifications, JTB Construction LLC is now awarded (Bid No. 038-22) Asphalt and Concrete Repair; cost not-to-exceed \$21.00 per square foot labor only.

[4] City will provide all material. The repairs would be in the City of Fairhope's Utility Jurisdiction, as well as inside the City Limits.

ADOPTED ON THIS 24TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 10/14/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award Bid No. 038-22 City Wide Asphalt and Concrete Repair work

Project Location: City Wide

Presented to City Council: 10/24/2022

Resolution #: Approved

Funding Request Sponsor: George Ladd, Assistant Public Works Director
Richard Johnson, Public Works Director
Jeremy Little, Gas Assistant Superintendent
Jason Langley, Water & Sewer Superintendent

Changed

Rejected

Project Cash Requirement Requested:

Cost: As Needed/See attached (\$21.00 per sq ft)

OCT 17 '22 8:17 JOW

Vendor: JTB Construction LLC

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

Department Funding This Project

General Gas Electric Water Wastewater Sanitation Cap Project Impact Gas Tax 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 Meter-19 IT-16
Fleet-46 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: XXX-50360
G/L Acct Name: General Maintenance

Grant: Federal - not to exceed amount
State
City
Local

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

Over (Under) budget amount: \$ -

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

The bid response price was \$21.00 per square foot for labor. City will provide all material. The repairs would be in the City of Fairhope's utility jurisdiction, as well as inside the City limits.

Capital Lease: - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 10/12/2022

Purchasing Memo Date: 10/12/2022

Delivered To Date: 10/14/2022

Request Approved Date: 10/14/2022

Request Approved Date: 10/14/2022

Approved Date: 10/14/2022

Signatures: Aislinn Stone

Signatures: Kim Creech

Signatures: Mayor Sherry Sullivan



MEMO

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

From: _____
Erin Wolfe, Purchasing Manager

Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

Date: October 12, 2022

Re: **Requesting Green Sheet and Approval by City Council to award Bid No. 038-22 Asphalt and Concrete Repair**

The Assistant Director of Public Works, George Ladd, has requested to procure an annual contract with a qualified contractor for asphalt and concrete repair on an as-needed basis. The repairs would be throughout Baldwin County in the City of Fairhope's utility jurisdiction, as well as inside the City limits. All materials shall be supplied by the City.

A service bid was issued on September 16, 2022, posted to the City of Fairhope's website, and viewed by 132 of 363 vendors who select to receive e-notifications. One (1) responsive bid was received at the bid opening on October 11, 2022 at 2:00 p.m.

The Assistant Director of Public Works recommends the award be made to **JTB Construction LLC**. The bid response price was **Twenty-One Dollars (\$21.00) per square foot** for labor only.

Please prepare a Green Sheet and place on the next City Council Agenda this request to award Bid No. Bid No. 038-22 Asphalt and Concrete Repair for \$21.00 per square foot.

Enclosure

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

Cc: George Ladd, Richard Johnson, Clint Steadham

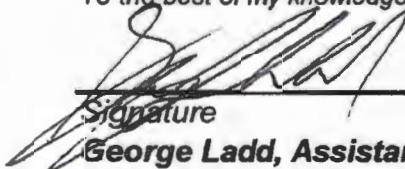
251-928-2136 (p)
251-928-6776 (f)
www.fairhopeal.gov

City of Fairhope Bid Tabulation
Bid 038-22 Asphalt and Concrete Repair
Opened October 11, 2022 at 2:00 P.M.

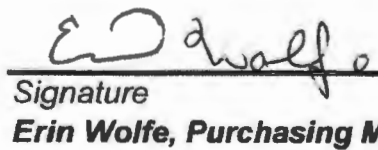
Vendor	Bid Documents Signed / Notarized (Y/N)	Addendum 1	Labor Only Cost per Square Foot
JTB Construction, LLC	Y	Y	\$21.00

Recommendation:

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

 10/11/22

 Signature
George Ladd, Assistant Public Works Director

 10/11/22

 Signature
Erin Wolfe, Purchasing Manager

**ITEM III
BID RESPONSE FORM**

Date: 10 / 10 / 2022

Bid No: 038-22 Asphalt and Concrete Repair

Bids Due: Thursday, October 6, 2022, 10:00 A.M

BID RESPONSE	
<u>21⁰⁰</u>	Labor Only Cost per Square Foot
Asphalt and Concrete Repair – LABOR ONLY (Cost per Square Foot)	<u>21⁰⁰</u>

Cost per square foot is for LABOR ONLY. City shall supply all materials.

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

ADDENDUM NO.	DATE ISSUED	ADDENDUM NO.	DATE ISSUED
<u>1</u>	<u>10/10/22</u>	_____	_____
_____	_____	_____	_____

Each bid must give the full business address of the CONTRACTOR and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president," "secretary," "agent," or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the City of Fairhope, Baldwin County, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

The undersigned agrees to furnish the goods/services as requested by you for the City of Fairhope, Baldwin County, Alabama in your invitation to bid, and certifies that they will meet or exceed the specifications called for. The undersigned has read all information pertaining to this bid and has resolved all questions. It is also understood and agreed that all prices quoted are F.O.B. described in the bid documents and specifications. The undersigned also affirms he/she has not been in any CONTRACT or collusion among BIDDERS or prospective BIDDERS in restraint of freedom of competition, by CONTRACT to bid at a fixed price or to refrain from bidding or otherwise.

Witness our hands and seals this 10th day of October, 2022.

If Individual or Partnership

(Name of Individual or Partnership)

(Name of Partner Print)

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

(Name of Partner Print)

Address

Phone Number ()

Fax Number ()

E-mail address Alabama Contractor's License No.

Foreign Entry ID (if outside of Alabama)

If Corporation or LLC

Company JTB Construction LLC

State of Incorporation Alabama

Company Representative Joshua T. Bolar
(Representative Authorized to sign Bids and CONTRACTs for the firm Print)

Company Representative Dinah Bolar
(Representative Authorized to sign Bids and CONTRACTs for the firm Signature)

Address 10726 Candy Rd 64 Dothan Ala. 36528

Phone Number (850) 398-2006 Fax Number ()

E-mail address JTB Construction LLC 17@gmail.com ALABAMA CONTRACTOR'S License No.

Foreign Vendor Id

BID PROPOSAL NOTARIZATION:

STATE OF Alabama

COUNTY OF Baldwin

I, the undersigned authority in and for said State and County, hereby certify that Joshua Bolar, as respectively, of JTB Construction LLC, whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day, that, being informed of the contents of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this 11th day of October, 2022

NOTARY PUBLIC Nichole Eubanks

MY COMMISSION EXPIRES NICHOLE EUBANKS
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
May 31, 2023

ITEM IV
CONTRACTOR INFORMATION

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

Business Organization

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

~~JTB~~ JTB Construction LLC
Doing-Business-As Name of CONTRACTOR:

10726 County Rd 64 Daphne Ala. 36526
Principal Office Address:

LOCAL Telephone Number: 850-398-2006 Toll-Free _____

LOCAL Fax Number: _____

Email address: JTB Construction LLC 17@gmail.com
Website: _____

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

- Corporation _____
- Partnership _____
- Individual _____
- Joint Venture _____
- Other (describe): _____

Corporation Statement

If a corporation, answer the following:

Date of incorporation: _____
Location of incorporation: _____
The corporation is held: Publicly ___
Privately ___

Partnership Statement

If a partnership, answer the following:

Date of organization: _____
Location of organization: _____
The partnership is: General ___
Limited ___

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____
Location of organization: _____
JV CONTRACT recorded? Yes ___ No ___

Contact: Joshua T. Zolar Email Jtbconstructionllc17@gmail.com

Phone 850 398-2006 Fax _____

END OF CONTRACTOR INFORMATION

**ITEM V
INSURANCE**

3.0 INSURANCE REQUIREMENTS

Awarded **CONTRACTOR**, at its sole expense, shall obtain and maintain in full force the following insurance to protect the **CONTRACTOR** and the City of Fairhope at limits and coverages specified herein. The City of Fairhope will be listed as an additional insured under the **CONTRACTOR'S** general liability insurance and automobile liability insurance policies, and all other applicable policies and certificates of insurance. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the awarded **CONTRACTOR**.

3.01 All insurance will be provided by insurers by admitted carriers in the State of Alabama, 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.

3.02 **NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED BY THE CITY.**

3.03 **Worker's Compensation and Employers Liability**

Part One: Statutory Benefits as required by the State of Alabama

Part Two: Employers Liability	\$100,000 Each Accident
	\$100,000 Each Employee
	\$500,000 Policy Limit

3.04 **U.S. Longshoreman & Harbor workers Act (USL&H)-**

Required if **CONTRACT** involves work near a navigable Waterway that may be subject to the USL&H law.

3.05 **Maritime Endorsement (Jones Act)-**

Endorsement required if **CONTRACT** involves the use of a Vessel. Or include coverage for "Master or Members or Crew" under "Protection and Indemnity" coverage (P&I), unless crew is covered under Workers Compensation.

Bodily injury by accident	\$1,000,000 Each Accident
Bodily injury by disease	\$1,000,000 Aggregate

3.06 **Commercial General Liability**

Coverage on an Occurrence form with a combined single limit of (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

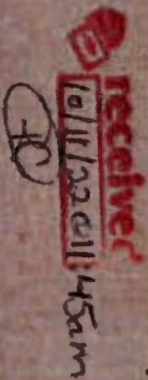
Coverage to include:

- Premises and operations
- Personal Injury and Advertising Injury
- Products/Completed Operations
- Independent BIDDERS
- Blanket Contractual Liability
- Explosion, Collapse and Underground hazards
- Broad Form Property Damage
- Railroad Protective Liability Insurance if work involves construction, demolition or maintenance operations on or within 50 feet of a railroad.

Sealed
BID

Asphalt And Concrete Repair

Bid # 038-22



CITY OF Fairhope
Alabama

555 S. Section Street

Joshua Boler

10726 County Rd 64 Daphne Ala 36526



CITY OF FAIRHOPE
INVITATION TO BID

SEALED BIDS will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St. Fairhope, Alabama, until 10:00 A.M. Thursday, October 6, 2022, and then publicly opened thereafter, for furnishing all labor and materials, and performing all work required by the City of Fairhope and described as follows:

Bid Number 038-22 Asphalt and Concrete Repair

The City of Fairhope is seeking an experienced Contractor for asphalt and concrete repair on an as-needed basis. The repairs would be throughout Baldwin County in the City of Fairhope's utility jurisdiction, as well as inside the City limits. All materials shall be supplied by the City.

Bid documents will be posted on the City of Fairhope Website: www.FairhopeAL.gov or a copy may be obtained by e-mailing: Purchasing@FairhopeAL.gov. Specifications are on file and may be seen in the Purchasing Department of the City of Fairhope, Alabama, 555 S. Section Street. Prior to opening, Bid packages may be picked up at that location during normal operation, between 7:00 am and 4:00 pm local time.

Questions or comments pertaining to this bid must be presented in writing, sent as e-mail to the attention of the Purchasing Manager, Erin Wolfe, 555 South Section St., Fairhope, AL 36532, e-mail: Purchasing@FairhopeAL.gov, by Monday, October 3, 2022, at 11:00 A.M. or will be forever waived.

All Bids must be on blank bid forms provided in the Bid documents. BID BOND is not required.

The City of Fairhope is an Equal Opportunity Employer and requires that all **BIDDERS** comply with the Equal Employment Opportunity laws and the provisions of the CONTRACT Documents in this regard. The **CITY** also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

All bids must be on blank bid forms provided in the Bid Documents. All bids, with their guarantee (when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a "**Sealed Bid**" with **Item Name, Bid Number, City of Fairhope's Name and Address and CONTRACTOR's Name and Address**. Each bid must be in a separate envelope. Bids made out in pencil will not be accepted. Failure to observe the instructions contained herein will constitute grounds for rejection of your bid. The **City** reserves the right to accept or reject all bids or any portion thereof, and to waive informalities and to furnish any item of material or work to change the amount of the CONTRACT, whichever is in the best interest of the City of Fairhope.

No bids will be considered unless the **CONTRACTOR**, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State Licensing board for General BIDDERS, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. In addition, the Awarded Vendor, if non-resident of the State, and if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama. **CONTRACTOR** must have a current business license or purchase a business license with the City of Fairhope prior to work performed. No bids shall be withdrawn for the period of thirty (30) days subsequent to the opening of proposals without the consent of the City of Fairhope, Baldwin County, Alabama. Once completed, a tabulation of the responsive and responsible bids will be available for public viewing by visiting the following web address: www.FairhopeAL.gov.



INVITATION TO BID
NO. 038-22
ASPHALT AND CONCRETE REPAIR

CITY OF FAIRHOPE
SHERRY SULLIVAN, MAYOR

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**ITEM I
INVITATION AND INSTRUCTIONS TO BIDDERS**

1.00 BID INVITATION

Notice is hereby given that the **City of Fairhope** (“**CITY**”) will receive bids on the project described herein. Qualified **BIDDERS** are invited to bid on this **CONTRACT**.

1.01 BID NO.: 038-22
NAME: ASPHALT AND CONCRETE REPAIR

1.02 SUMMARY

The City of Fairhope is seeking an experienced Contractor for asphalt and concrete repair on an as-needed basis. The repairs would be throughout Baldwin County in the City of Fairhope’s utility jurisdiction, as well as inside the City limits. All materials shall be supplied by the City.

1.03 BID DEADLINE

Bids will be received until **10:00 A.M. local time, Thursday, October 6, 2022**, at the City Services and Public Utilities Building, 555 South Section St., Fairhope, Alabama, and publicly opened shortly thereafter.

1.04 AVAILABILITY OF DOCUMENTS

Bid Documents may be obtained at the City Services and Public Utilities Building, 555 South Section Street., Fairhope, Alabama. One set of Bid Documents can be obtained free of charge. Bidder shall contact the Purchasing Department at purchasing@fairhopeal.gov or phone (251) 928-8003 to request a paper copy.

1.05 INQUIRIES

Questions or comments pertaining to this bid must be presented in writing, sent as e-mail to the attention of the Purchasing Manager, Erin Wolfe, 555 South Section St., Fairhope, AL 36532, e-mail: Purchasing@FairhopeAL.gov, by Monday, October 3, 2022 at 11:00 A.M. or will be forever waived.

1.06 SITE EXAMINATION

A pre-bid meeting/site examination is not required for this project.

The City of Fairhope will not furnish any labor, material, or supplies unless specifically stated in the **CONTRACT** Documents. **BIDDERS** must be properly licensed to perform the work as outlined in the Scope of Work. Awarded Vendor must have a current business license or purchase a business license with the City of Fairhope prior to bid being awarded.

Except for **CONTRACTS** funded in whole or in part by funds received from a federal agency, preference shall be given to resident **BIDDERS** on the same basis as the nonresident **BIDDERS** state awards **CONTRACT** to Alabama **BIDDERS** bidding under similar circumstances. Therefore, non-resident **BIDDERS** shall submit with their bid a written opinion of an attorney at law licensed to practice law in the non-resident **BIDDERS** state of domicile as to preferences granted by that state to entities doing business in that state when letting public contracts.

1.07 **BID SECURITY – Not Applicable**

1.08 **INSURANCE**

The accepted **BIDDER** shall also provide insurance as required in ITEM V.

1.09 **DURATION OF OFFER**

Bids may be withdrawn in written or telegraphic request received from **BIDDER** prior to the time fixed for opening. No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the City Council of the City of Fairhope.

1.10 **EQUAL OPPORTUNITY**

The City of Fairhope is an Equal Opportunity Employer and requires that all **BIDDERS** comply with the Equal Employment Opportunity laws and the provisions of the CONTRACT Documents in this regard. The City of Fairhope also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

1.11 **BID SUBMISSION AND PREPARATION**

Sealed Bids, signed, executed, and dated, will be received by the City of Fairhope as noted in section 1.03 above. Submit one copy of the executed offer on the Bid Form provided, signed, and with the required Bid Security. **The bid shall be enclosed in a sealed opaque envelope approximately 9x12 inches or larger, clearly identified on the outside as a SEALED BID with the BID NAME, BID NUMBER, CITY'S NAME AND ADDRESS, CONTRACTOR'S NAME AND ADDRESS.**

Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the invitation, these instructions, and the instructions printed on the forms is necessary. Special care should be exercised in the preparation of bids. **BIDDERS** must make their own estimates of the facilities and difficulties attending the performance of the proposed CONTRACT, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper space in the bid and guaranty forms shall be suitably filled in.

Fill in all blanks on the bid form with non-erasable ink or type. Erasers or other changes must be explained or noted over the signature of the **BIDDER**.

The Bid Form may have a Contingency Allowance listed. Add this amount to the Base Bid to derive the Total Bid. The Contingency Allowance covers unforeseen conditions and shall not be used by the **BIDDER** without the written authorization of the **CITY**. At the conclusion of the project, the unused portion of the Contingency Allowance shall revert to the **CITY**.

Each bid must give the full business address of the **BIDDER** and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president," "secretary," "agent," or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the **CITY** satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

Each project will be bid separately unless otherwise expressly requested in the CONTRACT document. Combination bids, that is bids on separate projects lumped together as a single bid or on all or none basis, will not be accepted unless the CONTRACT document expressly requests or permits same.

1.12 **BID INELIGIBILITY**

Bids that contain irregularities of any kind may be declared unacceptable at the discretion of the **CITY**. The **CITY** may waive any irregularities and may reject any or all bids. Bids received after the deadline will be returned to the **BIDDER** unopened.

1.13 **CONTRACT TIME**

The **BIDDER** agrees to begin the work, for each sequence of owner submitted work orders, no later than thirty (30) days from the date of submission. The Contract being Three Hundred and Sixty-Five (365) calendar days with a provision to renew the Contract, if agreeable to both parties under the same conditions for not more than three consecutive years (two (2) one (1) year renewals). The Bidder, in submitting the offer, accepts the conditions of the contract period state for performing the work.

1.14 **INQUIRIES/ADDENDA**

All Addenda are part of the CONTRACT Documents. Include resultant costs in the Bid. Addenda will be issued by E-MAIL and posted on the City's website: www.FairhopeAL.gov. It is the responsibility of the **BIDDER** to verify that all Addenda have been received.

Questions or comments pertaining to this bid must be presented in writing, sent via email Purchasing@FairhopeAL.gov by Monday, October 3, 2022 at 11:00 A.M. or will be forever waived.

1.16 **BID ACCEPTANCE**

Bid with lowest Total Bid amount from a responsive and responsible **BIDDER** may be accepted if within the **CONTRACT** Budget. In the event that alternates are listed on the Bid Form, the lowest combination of Total Bid and Alternate Bids accepted by the **CITY** shall be the accepted bid. Alternates shall be awarded in the order in which they are listed on the Bid Form.

1.17 **BIDDERS INTERESTED IN MORE THAN ONE BID**

If more than one bid is offered by any one party, by or in a name of his clerk, partner, corporation in which he has a substantial interest, or in which he is an officer, or other person, all such bids may be rejected. A party who has quoted prices on materials to a **BIDDER** is not thereby disqualified from quoting prices to other **BIDDERS** or from submitting a bid directly for the materials or work. The **CITY** reserves the right to determine in its discretion whether the provisions of this clause have been violated by any **BIDDER**.

1.18 **ERRORS IN BIDS**

BIDDERS or their authorized agents are expected to examine the maps, drawings, specifications and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the **BIDDER'S** own risk. In case of error, in the extension of prices, the unit price will govern.

1.19 **CONTRACT AND BOND**

The **BIDDER** to whom award is made must, when requested, enter into written **CONTRACT** on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, or, if no period be specified, within 15 days after the required forms are presented to him for signature.

1.21 **COLLUSION**

If there is any reason for believing that collusion exists among the **BIDDERS** any or all bids may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the **CITY**.

1.22 **SUBLETTING OR ASSIGNING OF CONTRACT**

Limitations: The **CONTRACTOR** shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the **CONTRACT**, his right, title or interest therein, or his power to execute such **CONTRACT**, to any person, firm or corporation without written consent of the **CITY**, and such written consent shall not be construed to relieve the **BIDDER** of any responsibility for the fulfillment of the **CONTRACT**. Unless otherwise stipulated in the proposal or special provisions, the **BIDDER** shall perform with his own organization, and with the assistance of workmen under his immediate superintendence and reported on his payroll, all **CONTRACT** work of a value not less than 50 percent of the total **CONTRACT** amount, except that any items designated in the **CONTRACT** as "Specialty Items" so performed by **SUB-CONTRACTOR** may be deducted from the total **CONTRACT** amount before computing the amount of work required to be performed by the **BIDDER** with his own organization.

SUB-CONTRACTOR'S Status:

A **SUB-CONTRACTOR** shall be recognized only in the capacity of an employee or agent of the **CONTRACTOR** and the **CONTRACTOR** will be responsible to the **CITY** for all of the **SUB-CONTRACTOR's** work, including failures or omissions; and his removal may be required by the Project Manager, as in the case of an employee.

1.23 **PROSECUTION OF WORK**

The **BIDDER** shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the **CITY**. He shall provide sufficient satisfactory materials, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the **CONTRACT**.

Should the **BIDDERS** fail to maintain a satisfactory rate of progress, the **CITY** may require that additional forces and/or equipment be placed on the work to bring the project up to schedule and maintain it at that level.

Should the **BIDDER** fail to furnish sufficient satisfactory equipment and/or labor for maintaining the quality and progress of the work at satisfactory level, the **CITY** may withhold all estimates that may become due until satisfactory quality and progress are maintained; or the **CONTRACT** may be annulled.

END OF INVITATION AND INSTRUCTIONS TO BIDDERS

**ITEM II
SCOPE OF WORK**

Bid No. 038-22 Asphalt and Concrete Repair

The City of Fairhope is seeking an experienced Contractor for asphalt and concrete repair on an as-needed basis. The repairs would be throughout Baldwin County in the City of Fairhope's utility jurisdiction, as well as inside the City limits. All materials shall be supplied by the City.

This contract is on an as-needed basis. The Contractor shall be contacted as needed to repair asphalt and concrete areas that have been disturbed during small utilities repair projects.

Contractor shall repair the asphalt and/or concrete to match the adjoining sidewalks and curbs

Approved work times are from 7:00 a.m. until 4:00 p.m., unless agreed upon by the City.

Work sites shall be secured to ensure pedestrian and motor vehicle safety.

Contractor shall provide a cost per square foot for **LABOR ONLY**. ALL MATERIALS SHALL BE SUPPLIED BY THE CITY.

**ITEM III
BID RESPONSE FORM**

Date: ____ / ____ / ____

Bid No: 038-22 Asphalt and Concrete Repair

Bids Due: Thursday, October 6, 2022, 10:00 A.M

BID RESPONSE	
	Labor Only Cost per Square Foot
Asphalt and Concrete Repair – LABOR ONLY (Cost per Square Foot)	

Cost per square foot is for LABOR ONLY. City shall supply all materials.

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

ADDENDUM NO.	DATE ISSUED	ADDENDUM NO.	DATE ISSUED
_____	_____	_____	_____
_____	_____	_____	_____

Each bid must give the full business address of the CONTRACTOR and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president," "secretary," "agent," or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the City of Fairhope, Baldwin County, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

The undersigned agrees to furnish the goods/services as requested by you for the City of Fairhope, Baldwin County, Alabama in your invitation to bid, and certifies that they will meet or exceed the specifications called for. The undersigned has read all information pertaining to this bid and has resolved all questions. It is also understood and agreed that all prices quoted are F.O.B. described in the bid documents and specifications. The undersigned also affirms he/she has not been in any CONTRACT or collusion among BIDDERS or prospective BIDDERS in restraint of freedom of competition, by CONTRACT to bid at a fixed price or to refrain from bidding or otherwise.

Witness our hands and seals this _____ day of _____, 2022.

If Individual or Partnership

(Name of Individual or Partnership)

(Name of Partner Print)

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

(Name of Partner Print)

Address _____

Phone Number () _____ Fax Number () _____

E-mail address _____ Alabama Contractor's License No. _____

Foreign Entity ID (if outside of Alabama) _____

If Corporation or LLC

Company _____

State of Incorporation _____

Company Representative _____
(Representative Authorized to sign Bids and CONTRACTs for the firm Print)

Company Representative _____
(Representative Authorized to sign Bids and CONTRACTs for the firm Signature)

Address _____

Phone Number () _____ Fax Number(____) _____

E-mail address _____ AL CONTRACTOR's License No. _____

Foreign Vendor Id _____

BID PROPOSAL NOTARIZATION:

STATE OF _____ }

COUNTY OF _____ }

I, the undersigned authority in and for said State and County, hereby certify that _____, as respectively, of _____, whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day, that, being informed of the contents of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this _____ day of _____, 2022.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES ____/____/____

**ITEM IV
CONTRACTOR INFORMATION**

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

Business Organization

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

Doing-Business-As Name of CONTRACTOR:

Principal Office Address:

LOCAL Telephone Number: _____ **Toll- Free** _____

LOCAL Fax Number: _____

Email address: _____

Website: _____

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

Corporation _____

Partnership _____

Individual _____

Joint Venture _____

Other (describe): _____

Corporation Statement

If a corporation, answer the following:

Date of incorporation: _____

Location of incorporation: _____

The corporation is held: Publicly _____

Privately _____

Partnership Statement

If a partnership, answer the following:

Date of organization: _____

Location of organization: _____

The partnership is: General _____

Limited _____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____

Location of organization: _____

JV CONTRACT recorded? Yes _____ No _____

Contact: _____ Email _____

Phone _____ Fax _____

END OF CONTRACTOR INFORMATION

**ITEM V
INSURANCE**

3.0 INSURANCE REQUIREMENTS

Awarded **CONTRACTOR**, at its sole expense, shall obtain and maintain in full force the following insurance to protect the **CONTRACTOR** and the City of Fairhope at limits and coverages specified herein. The City of Fairhope will be listed as an additional insured under the **CONTRACTOR'S** general liability insurance and automobile liability insurance policies, and all other applicable policies and certificates of insurance. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the awarded **CONTRACTOR**.

3.01 All insurance will be provided by insurers by admitted carriers in the State of Alabama, 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.

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Part One: Statutory Benefits as required by the State of Alabama

Part Two: Employers Liability	\$100,000 Each Accident
	\$100,000 Each Employee
	\$500,000 Policy Limit

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Required if CONTRACT involves work near a navigable Waterway that may be subject to the USL&H law.

3.05 **Maritime Endorsement (Jones Act)-**

Endorsement required if CONTRACT involves the use of a Vessel. Or include coverage for "Master or Members or Crew" under "Protection and Indemnity" coverage (P&I), unless crew is covered under Workers Compensation.

Bodily injury by accident	\$1,000,000 Each Accident
Bodily injury by disease	\$1,000,000 Aggregate

3.06 **Commercial General Liability**

Coverage on an Occurrence form with a combined single limit of (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 BIDDERS
- Blanket Contractual Liability
- Explosion, Collapse and Underground hazards
- Broad Form Property Damage
- Railroad Protective Liability Insurance if work involves construction, demolition or maintenance operations on or within 50 feet of a railroad.

3.07 Automobile Liability

Covering all Owned, Non-Owned, and Hired vehicles with a limit of no less than \$1,000,000 combined single limit of Bodily Injury and property damage per occurrence.

3.08 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 ten (10) days written notice of cancellation to the CITY.

Such insurance as is afforded by the above policies covers the operations undertaken by the insured with respect to the construction of the project above designated. The insurance afforded by the above designated policies, specimen copies of which have been filed with the CITY, and to each of which is attached for following endorsement.

The insurer agrees with the insured as follows:

1. That it will furnish to said City of Fairhope a certificate of insurance in triplicate on a form approved for such purpose by said CITY, setting forth the pertinent information regarding the policy to which this endorsement is attached, for each project of said CITY to which the policy applies.
2. That it will attach to each said certificate of insurance executed copies of any endorsement other than this endorsement which are attached to said policy at the time said policy is issued, provided only that said endorsements affect the coverage of said policy in respect of operations involved in the construction of the projects of said CITY to which the policy applies.
3. That it will mail to the City Council of the City of Fairhope three executed copies of each endorsement subsequently issued to become a part of said policy provided only that endorsement affects the coverages of said policy in respect of operations involved in the construction of the project of said CITY which the policy applies, and provided further that such endorsement shall not be effective unless such notice is given to the CITY at the same time that notice thereof is given to the insured.
4. That it will mail to the City Council of the CITY of Fairhope at least ten days before the effective date thereof notice of cancellation of said policy, provided no cancellation shall be effective unless such notice is given to the CITY.

END OF INSURANCE REQUIREMENTS

ITEM VI



City of Fairhope
CONTRACT

This CONTRACT is made this _____ day of _____, 202__, by and between the City of Fairhope (hereinafter referred to as the "OWNER") and _____ (hereinafter referred to as the "CONTRACTOR"), for

Bid Number/Name

The OWNER and the CONTRACTOR agree as set forth below:

1. The CONTRACT consists of all the items contained within this CONTRACT, The Proposal Package, Proposal, Scope of Work and Specifications, drawings (if applicable), Addenda, Amendments, and City of Fairhope Standard Terms and Conditions, which are attached hereto and made a part hereof, as if fully contained herein; for the performance of all work and the furnishing of all labor and materials required for completion of the WORK.
2. The CONTRACTOR shall perform all the WORK described herein.
3. The WORK to be performed under this CONTRACT shall be commenced upon execution of this CONTRACT within number (DAYS) days of the date specified in the *Notice to Proceed* (NTP) to be issued to the CONTRACTOR by the OWNER, or its authorized representative. The work shall be completed, subject to authorized adjustments, within (DAYS) consecutive calendar days from and after the commencement date stipulated in said *Notice to Proceed*. Liquidated damages for non-completion of the work within this time limit will be assessed at the rate of (DOLLARS) per working day.
4. The OWNER shall pay the CONTRACTOR in current funds for the performance of the WORK, the CONTRACT SUM of _____ DOLLARS (\$ _____). This represents a LUMP SUM payment for performance of the WORK, which payment shall be issued after the Contract is fully performed and the OWNER has inspected the WORK.
5. **General Conditions**
 - a. **Indemnity:** The CONTRACTOR hereby agrees to indemnify and save harmless the OWNER, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorneys' fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this CONTRACT, to the extent caused by a negligent act or omission of the CONTRACTOR, their agents, servants, employees, SUB-CONTRACTORS, or others associated with the CONTRACTOR. The CONTRACTOR shall be responsible for damage to any elevator equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, to the extent that the damage or injury is caused by a negligent act or omission of the CONTRACTOR.
 - b. **Notification and Accident Reports:** In the event of accidents of any kind, the CONTRACTOR shall notify the OWNER immediately and furnish, without delay, copies of all such accident reports to the OWNER. If in the performance of their Work, the CONTRACTOR fails to immediately report an accident to the OWNER, of which the CONTRACTOR has knowledge of and which results in a fine

levied against the OWNER then the CONTRACTOR shall be responsible for all fines levied against the OWNER.

6. Termination of Agreement

- a. Termination for Default: Performance of Work under this Agreement may be terminated by the OWNER, in whole or in part, in writing, whenever the OWNER determines that the CONTRACTOR has failed to meet the requirements of this Agreement.
 - i. The Owner has a right to terminate for default if the contractor fails to make delivery of material or does not perform the work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provision of the Agreement.
 - ii. Failure on the part of the Contractor to deliver or perform the Work within the time specified, or within a reasonable time as determined by the Owner, or failure on the part of the Contractor to make replacements of rejected articles, or Work when so requested, immediately or as directed by the Owner, shall constitute authority for the Owner to purchase in the open market, articles or Work of comparable grade to replace the articles or Work rejected, not delivered or completed. On all such purchases, the Contractor shall reimburse the Owner within a reasonable time specified by the Owner for any expense incurred in excess of Agreement prices.
 - iii. Such purchases shall be deducted from the Agreement sum. If public necessity demands it, the Owner reserves the right to utilize services or use and/or consume articles delivered, which are standard in quality, subject to an adjustment of price to be determined by the Owner.
- b. Termination for Convenience: The OWNER has the absolute right to terminate the Agreement upon "Award of Contract" another CONTRACTOR, to perform work referenced herein. In such event, payment of the monthly contract fee shall cease on the date of cancellation of the CONTRACT by the OWNER.

7. Warranty

- a. The CONTRACTOR warrants that the Work including equipment and materials provided shall conform to the professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects, or errors. If the CONTRACTOR is notified in writing of a fault, deficiency or error in the Work, the CONTRACTOR shall at the OWNER's option, either re-perform such portions of the Work to correct such fault, defect, or error, at no additional cost to the OWNER, or refund to the OWNER the charge paid by the OWNER, which is attributable to such portions of the faulty, defective or erroneous Work, including costs for re-performance or Work provided by other CONTRACTORS. All equipment and materials provided by the CONTRACTOR shall be merchantable and for the purpose intended and meet all industry quality standards.

8. Time of Completion

The OWNER and CONTRACTOR understand and agree that time is of the essence in the performance of this Agreement. The CONTRACTOR or OWNER, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes, fire, water damage, loss of power, loss of funding or any other causes, contingencies, or circumstances not subject to the OWNER or CONTRACTOR'S control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the OWNER'S or CONTRACTOR'S contractual obligations, respectively. Any such causes of delay, even though existing on the date of the CONTRACT, or on the day

of the start of Work, shall extend the time of the OWNER'S or CONTRACTOR'S performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules.

However, under such circumstances as described herein, the OWNER may, at their discretion, cancel this CONTRACT for their own convenience.

9. Insurance Requirements

See ATTACHMENT B

10. Acceptance of Work

The OWNER will be deemed to have accepted the Work after the OWNER agrees the Work is completed. In the event Work furnished under the CONTRACT is found to be defective or does not conform to the intent of the CONTRACT, the CONTRACTOR shall, within ten (10) days from receipt of notice from the OWNER, correct the deficiencies. Failure on the part of the CONTRACTOR to properly correct the deficiencies within the time period allowed will constitute the OWNER'S right to cancel the CONTRACT immediately, upon written notice to the CONTRACTOR.

11. Correction of Work

The CONTRACTOR shall promptly correct all Work rejected by the OWNER as faulty, defective or failing to conform to the CONTRACT, whether observed before or after completion of the Work. The CONTRACTOR shall bear all costs of correcting such rejected Work.

12. Right to Audit

The CONTRACTOR shall maintain documentation of all work performed. The CONTRACTOR shall make any and all documentation available to the OWNER at all reasonable times, for inspections and audit by the OWNER, during the entire term of the CONTRACT, and for a period of three (3) years after the expiration of this CONTRACT.

13. CONTRACT Rights and Remedies

The CONTRACTOR shall maintain documentation of all work performed. The CONTRACTOR shall make any and all documentation available to the OWNER at all reasonable times, for inspections and audit by the OWNER, during the entire term of the CONTRACT, and for a period of three (3) years after the expiration of this CONTRACT.

14. Time is of the Essence

The Owner and CONTRACTOR agree that time is of the essence in the performance of Work called for under this CONTRACT. The CONTRACTOR agrees that all work will be accomplished regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within reasonable time periods.

15. Safety Measures

The CONTRACTOR shall take all necessary precautions for the safety of the OWNER'S and CONTRACTOR'S employees at the Work site, and shall erect and properly maintain at all times, all necessary safeguards for the protection of the workmen and the public. The CONTRACTOR shall post signs warning against hazards in and around the Work site.

16. Extra Work and Associated Costs

- a. Changes in the Work: The OWNER, without invalidating the CONTRACT, may order changes in the Work within the general scope of this CONTRACT, consisting of additions, deletions, or other revision, the CONTRACT price and time for execution of the Work being adjusted accordingly.
- b. All such changes in the Work shall be authorized by a written Amendment to the CONTRACT or a separate Change Order and shall be executed under the applicable conditions of the CONTRACT.

17. Familiarity with the Work

The CONTRACTOR, by executing this CONTRACT, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The OWNER will not be responsible for any alleged misunderstanding of conditions surrounding the performance thereof. It is understood that execution of the CONTRACT by the CONTRACTOR serves as his stated commitment to fulfill all requirements and conditions referred to in this CONTRACT.

18. Scope of Work

See ATTACHMENT B

19. Contractor Liability

Nothing in this CONTRACT shall be construed to mean that the CONTRACTOR assumes any liability for damages or otherwise, on account of accidents to persons or property, except those resulting from negligence on the part of the CONTRACTOR or its agents, servants, employees, and subcontractors.

20. Miscellaneous Provisions

- a. The CONTRACTOR shall not employ SUB-CONTRACTORS without the express written permission of the OWNER.
- b. The CONTRACTOR shall not assign the CONTRACT or sublet it as a whole without the express written permission of the OWNER. The OWNER may assign the CONTRACT, or sublet it as a whole, without the consent of the CONTRACTOR.
- c. No waiver, alteration, consent, or modification of any of the provisions of the CONTRACT shall be binding unless in writing and signed by the OWNER and CONTRACTOR.
- d. The CONTRACTOR is to procure all permits, licenses, and certificates, or any approvals of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completion of Work covered under this CONTRACT.
- e. The CONTRACTOR shall at all times keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an area designated by the OWNER or remove to a waste site as directed by the OWNER. If the CONTRACTOR fails to clean up the Work site, the OWNER will complete the task and charge the CONTRACTOR for such services.
- f. This CONTRACT is considered a non-exclusive Agreement between the parties.
- g. This CONTRACT is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama.
- h. Any litigation arising out of the CONTRACT shall be heard in the Courts of Baldwin County, Alabama.

- i. This CONTRACT contains all terms and conditions agreed upon by the OWNER and CONTRACTOR. No other agreement, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind either party hereto.
- j. This CONTRACT 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 CONTRACT, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

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

**By signing this Contract, _____ represents and agrees
 COMPANY NAME
 that it 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 WHEREFORE, the parties hereto have executed this CONTRACT as of the day and year first above written.

THE CITY OF FAIRHOPE, ALABAMA

 Sherry Sullivan, Mayor

ATTEST:

 Lisa A. Hanks, MMC, City Clerk

NOTARY FOR OWNER (CITY OF FAIRHOPE)

STATE OF ALABAMA _____ }
 COUNTY OF BALDWIN _____ }

I, the undersigned authority in and for said State and County, hereby certify that SHERRY SULLIVAN, Mayor of the City of Fairhope whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day, that, being informed of the contents of the document she executed the same voluntarily on the date the same bears date.

Given under my hand and Notary Seal on this _____ day of _____, 202__.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

IF INDIVIDUAL OR PARTNERSHIP

Individual or Partnership

Print Name of Partner

Print Name of Representative Authorized to Sign
Contracts for the firm

Print Name of Partner

Signature of Representative Authorized to Sign
Contracts for the firm

Print Name of Partner

Address

Address

City, State, Zip Code

Phone Number

Fax Number

Primary E-mail Address

AL General Contractor License No. (Attach Copy)

AL General Contractor License Major Categories

AL General Contractor Specialties

AL Foreign Corporation Entity ID (Required of Out of State Vendors)

IF CORPORATION OR LLC

Company

State of Incorporation

Company Representative

Print Name of Representative Authorized to Sign
Contracts for the firm

Signature of Representative Authorized to Sign
Contracts for the firm

Address

Address

City, State, Zip Code

Phone Number

Fax Number

Primary E-mail Address

AL General Contractor License No. (Attach Copy)

AL General Contractor License Major Categories

AL General Contractor Specialties

AL Foreign Corporation Entity ID (Required of Out of State Vendors)

NOTARY FOR INDIVIDUAL, PARTNERSHIP, CORPORATION, OR LLC

STATE OF _____ }
COUNTY OF _____ }

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

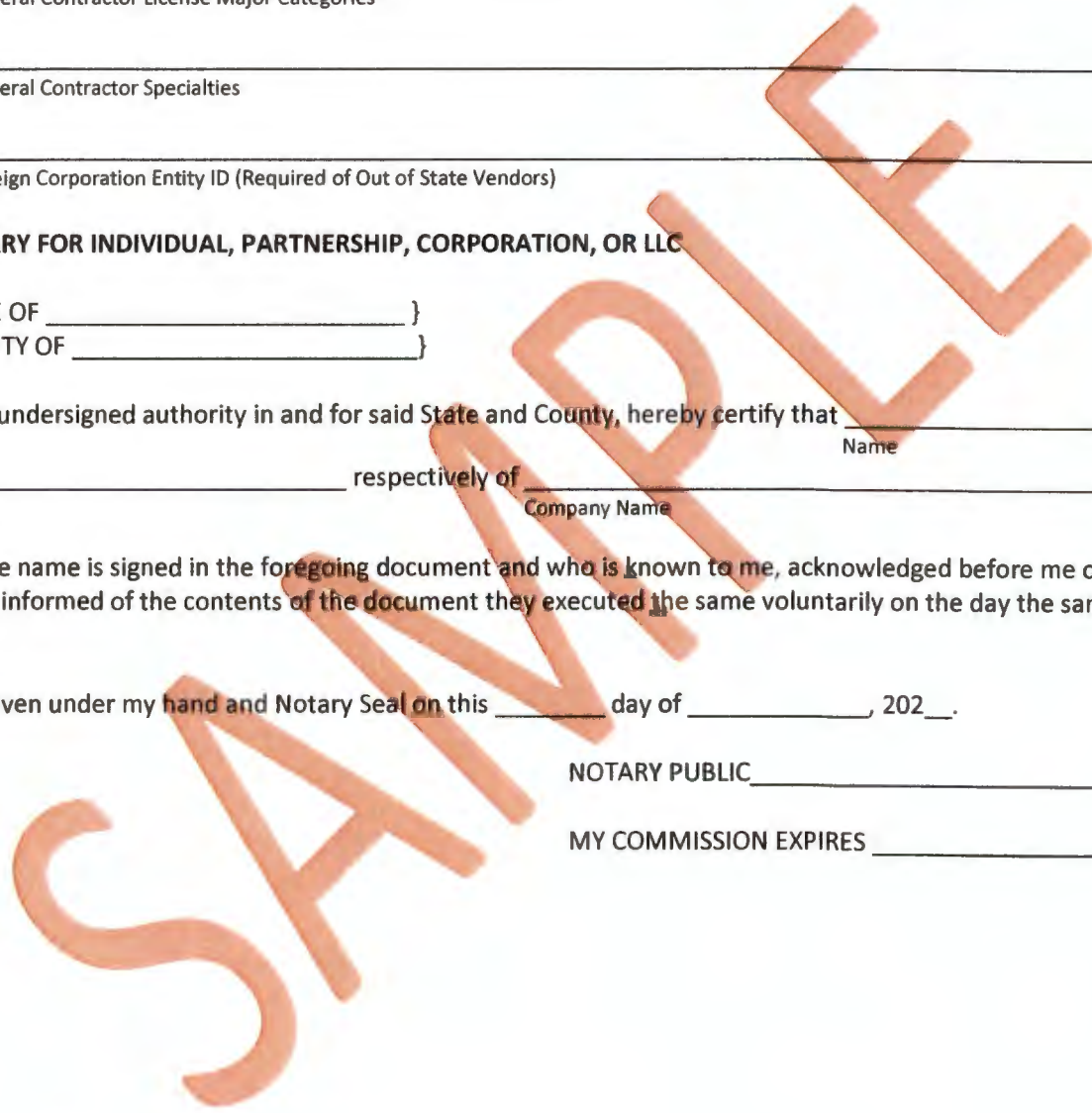
_____ respectively of _____
Title Company Name

Whose name is signed in the foregoing document and who is known to me, acknowledged before me on this day,
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 _____ day of _____, 202__.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____





ITEM VII

CITY OF FAIRHOPE

STANDARD TERMS AND CONDITIONS

1. ACCEPTANCE OF AGREEMENT

This Agreement contains all terms and conditions agreed upon by the Owner and Winning bidder. 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.

2. ACCEPTANCE OF WORK

The City of Fairhope will be deemed to have accepted the Work after the City of Fairhope agrees the Work is completed by signature on delivery or service tickets. In the event Work furnished under the Contract / Agreement / Purchase Order is found to be defective or does not conform to the intent of the Contract / Agreement / Purchase Order, the awarded vendor shall, after receipt of notice from the City of Fairhope, correct the deficiencies. Failure on the part of the awarded vendor to properly correct the deficiencies within the time period allowed will constitute the City of Fairhope's right to cancel the Contract / Agreement / Purchase Order immediately, upon written notice to the awarded vendor.

3. ADDENDA

All Addenda are part of the Contract Documents. Include resultant costs in the Bid. Addenda will be issued by email to all Bidders on record and posted to the City of Fairhope website www.FairhopeAL.gov. It is the responsibility of the bidder to verify that all addenda have been received, and to include all signed addenda in the bid submission

4. ADDITIONAL ORDERS

Unless it is specifically stated to the contrary in the bid response, the City of Fairhope reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions; to extend the renewal date until a new bid is in place, if it is mutually agreeable.

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.

7. ASSURANCE OF NON-CONVICTION OF BRIBERY

The bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or Federal government.

8. AWARD CONSIDERATION

The following factors will be considered in determining the lowest **responsible** bidder: Overall quality, Conformity with specifications both general and specific, Purposes for which materials or services are required, Delivery dates and time required for delivery, Unit acquisition cost, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

9. AWARD OR REJECTION OF BIDS

The Bid will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of the City of Fairhope to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The City of Fairhope, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest to the City of Fairhope.

10. BACK ORDERS

If it is necessary to back order any items, the vendor must notify the Purchasing Department and advise as to the expected shipping or delivery date. If this date is not acceptable, the City of Fairhope may seek remedies for default.

11. BID AND PERFORMANCE SECURITY

If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany the bid and be made payable to The City of Fairhope of Baldwin County, AL. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the City and underwritten by a company licensed to issue bonds in the State of Alabama. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Purchasing Manager deems the failure to be non-substantial. All checks will be returned to the bidders after the contract has been approved. If a performance bond is required, the successful bidder will be notified after the awarding of the contract.

12. BRAND NAMES

Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from the referenced brands. Descriptive literature or manufacturers specifications plus any supplemental information necessary for comparison purposes should be submitted with the bid or the bid on that item may be rejected. Reference to literature submitted with a previous bid or on file with the Division of Purchasing will not satisfy this requirement. The burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the ITB. Bids without sufficient documentation to fully support equality, may be considered non-responsive. Reference by the City of Fairhope in the ITB to available existing specifications shall be sufficient to make the terms of such specifications binding on the bidder. Unless the bidder specifies otherwise in its bid, it is understood the bidder is offering a referenced brand item as specified in the ITB or is bidding as specified when no brand is referenced. Failure to examine drawings, specifications and instructions will be at the bidder's risk.

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.

15. CERTIFICATION PURSUANT TO ACT NO. 2006-557

Alabama law (section 41-4-116, code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with act no. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false. All corporations must register to do business in Alabama with the Office of the Secretary of State. Their address is:

Office of the Secretary of State
P.O. Box 5616
Montgomery, AL 36103
(334) 242-5324
Fax: (334) 240-3138
<http://www.sos.state.al.us/index.aspx>

The Foreign Corporation form is online at
<http://www.sos.state.al.us/downloads/dl1.cfm>.

16. COST OF REMEDIATING DEFECTS

All defects, indirect and consequential costs of correcting, removing, or replacing any or all of the defective materials or equipment will be charged against the awarded vendor.

17. DELIVERY OF BID

Bids must be received in the Purchasing Office by the date and time specified on the bid cover. All bids will be accepted until the time and date stated on the bid cover. No bids will be accepted that extend past the time and date on the bid cover. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bids submitted by U.S. Mail must be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St., Fairhope, Al., unless otherwise specified.

18. DELIVERY

The number of calendar days required for delivery after receipt of a purchase order shall be stated in the RFQ / ITB / RFP and /or Purchase Orders. When no time is stated in the document, the time shall be fourteen (14) calendar days after receipt of order. If a shipment is not made within the time period specified, the Purchase Order may be canceled.

19. ENVIRONMENTAL REQUIREMENTS

All products will be clearly labeled for their intended use. Each delivery of product or materials will include a Material Safety Data Sheet (MSDS) for all materials that require an MSDS. All manufacturers/distributors of hazardous substances, including any of the items listed on this bid/quote/ contract and subsequent award must include completed material safety data sheet (MSDS) for each hazardous material. Additionally, each container of hazardous materials must be appropriately labeled with:

- a) The identity of the hazardous material,
- b) Appropriate hazard warnings, and manufacturer, importer, or other responsible party.

20. EQUIPMENT DEMONSTRATION

The City of Fairhope may require equipment/ product materials or service techniques to be demonstrated at a time, date, and location to be specified by the City of Fairhope.

21. EQUIPMENT ELECTRICAL CERTIFICATION

All electrical equipment purchased shall conform to, and be identified in, the applicable standard(s), or otherwise be certified as applicable, as of the bid opening date and time, by Underwriters Laboratories, Inc., or other recognized laboratory facility. Bidder must provide satisfactory documentation with returned bid that all such equipment meets the applicable product standard or has otherwise been certified as outlined above. Unless indicated in the bid document, the above certification shall apply to the equipment itself, not the individual components of that equipment.

22. ERRORS IN BID

Bidders are assumed to be informed regarding conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after the bid opening may not be corrected.

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.

24. HAZARDOUS AND TOXIC SUBSTANCES

Bidder must comply with all applicable Federal, State, County and City laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to information hazardous and toxic substances, and as amended from time to time. Bidder shall provide the City of Fairhope with a "Material Safety Data Sheet" for all goods that carry one.

25. INDEMNITY

Indemnity: The awarded vendor hereby agrees to indemnify and save harmless the City of Fairhope, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this Contract / Agreement / Purchase Order, to the extent caused by a negligent act or omission of the awarded vendor, their agents, servants, employees, Subcontractors, or others associated with the awarded vendor. The awarded vendor shall be responsible for damage to any equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, only to the extent that the damage or injury is caused by a negligent act or omission of the awarded vendor or caused by failure of the awarded vendor's supplied product to perform as specified.

26. INSPECTION

All materials, workmanship, equipment, and supplies are subject to inspection and test at any source or time. Final inspection, acceptance or rejection will be made at delivery destination. Goods that do not meet specifications will be rejected unless substitutions have been approved by the City of Fairhope. Failure to inspect or to reject upon receipt, however, does not relieve the awarded vendor of liability. When subsequent tests, after receipt, are conducted and when such tests reveal a failure to meet specifications, the City of Fairhope will reject the goods and the awarded vendor shall immediately supply goods meeting specifications or the City of Fairhope may seek damages including but not limited to the testing expense, regardless of whether a part of or all of the goods have been consumed through the testing process. Rejected goods shall be removed by the awarded vendor promptly after rejection, at his expense. If not removed in fourteen (14) calendar days, they may be disposed of at the discretion of the City of Fairhope. Disposal costs will be the awarded vendor's responsibility.

27. INSPECTION OF PREMISES

At reasonable times, the City may inspect those areas of the awarded vendor's place of business that are related to the performance of a Contract / Agreement / Purchase Order. If the City makes such an inspection, the awarded vendor must provide reasonable assistance. The City of Fairhope reserves the right on demand and without notice all the vendor's files associated with a subsequent Contract / Agreement / Purchase Order where payments are based on the awarded vendor's record of time, salaries, materials, or actual expenses. This same clause will apply to any subcontractors assigned to the Contract / Agreement / Purchase Order.

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.

29. INVITATION TO BID

Any provisions made in the RFQ / ITB / RFP, or other form of solicitation, supersedes any provisions outlined here in the General Terms and Conditions.

30. INVOICING, DELIVERY, PACKAGING

Invoices shall be prepared only after ordered materials have been delivered. All invoices must show the purchase order number. Unless otherwise specified in writing, vendors shall not ship any material without an authorized Purchase Order from the City of Fairhope Purchasing Department. All packages delivered must show the purchase order number. The awarded vendor will be required to furnish all materials, equipment and/or service called for at the bid price quoted. In the event the awarded vendor fails to deliver within a reasonable period of time, as determined by the City of Fairhope, the right is reserved to cancel the award and subsequent purchase order and purchase from the next lowest responsible bidder the items needed. The original awarded vendor will be back charged the difference between the original contract price and the price the City of Fairhope has to pay as a result of the failure to perform by the original awarded vendor. All bids will remain firm for acceptance for 60 days from the date of bid opening. Prices shall be net F.O.B., Prepaid and Allow, City of Fairhope chosen site, Baldwin County, Al. The title and risk of loss of the goods will not pass to the City of Fairhope until receipt and acceptance takes place at the F.O.B. point.

31. LABELING

Individual shipping cartons shall be labeled with the name "City of Fairhope", Purchase Order Number, and where applicable, Contract Number, date of manufacture, batch number, storage requirements, conditions, and recommended shelf life. Bidders are encouraged to offer product packaging with recycled content.

32. LOSS OR DAMAGE IN TRANSIT

Delivery by a vendor to a common carrier does not constitute delivery to the City of Fairhope. Any claim for loss or damage incurred during delivery shall be between the vendor and the carrier. The City of Fairhope accepts title only after satisfactory receipt at the delivery point. The City of Fairhope shall note all visible damages on the freight bill and may refuse the damaged goods. The vendor shall make immediate replacement of the damaged merchandise or be subject to damages for breach of contract. If damage is to a small portion of a total shipment and the City of Fairhope will not be inconvenienced because of the shortage, the vendor may be permitted by the Purchasing Manager to deduct the amount of damage or loss from its invoice, in lieu of replacement. Risk of loss during delivery is borne by the vendor until the goods have been accepted by the City of Fairhope, unless otherwise specified in the RFQ / ITB / RFP or other form of solicitation.

33. MANDATORY SITE VISIT

If the RFQ / ITB /RFP or other form of solicitation requires a mandatory site visit, bidders must inspect the site where installation or service is to take place to obtain a full understanding of scope of work outlined therein. Date of site visit will be determined by the City of Fairhope.

34 MONITORING OF SERVICES

Performance of services will be monitored by the requisitioning department and/or the Purchasing Department, and evaluation reports may be filed with the Purchasing Department. Performance not meeting specifications will result in cancellation of Contract / Agreement / Purchase Order and may result in vendor being removed from the vendor list.

35. NONCONFORMING MERCHANDISE

When merchandise received from the lowest responsible bidder is not in accordance with the purchase order, it will be returned to the bidder, at bidder's expense.

36. NON-DISCRIMINATION

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.

39. PACKAGING

All goods must be packaged in new packing containers. Packing that meets the requirements of common carriers is acceptable, unless otherwise required. A packing slip or invoice must accompany all shipments and must reference the purchase order number. Unless otherwise specified, goods are to be packaged in cartons meeting federal specifications and shipped on non-returnable pallets.

40. PATENTS

Awarded Vendor guarantees that the sale and /or use of goods will not infringe upon any U.S. or foreign patent. Awarded vendor will at his / her own expense, indemnify, protect and save harmless the City of Fairhope, on any patent claims arising from the purchase of goods or services.

41. PAYMENT

Invoices -- Upon completion of service and delivery of materials specified in the applicable Contract / Agreement / Purchase Order, awarded vendor will submit an invoice and signed delivery ticket to:

City of Fairhope
Accounts Payable Department
P.O. Box 429
Fairhope, Al. 36533

All invoices must reference appropriate Purchase Order Numbers Payment of Invoice: All invoices received by the City of Fairhope are payable within thirty (30) days from the date of receipt by the City of Fairhope, provided they are approved by the City of Fairhope.

42. PAYMENT WITHHELD

Payment may be withheld until all items have been delivered and all requirements of the Contract / Agreement / Purchase Order have been fulfilled

43. PRODUCT TESTING

Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the City deems necessary during the term of the Contract / Agreement / Purchase Order. The City of Fairhope reserves the right to request a demonstration of any and all items bid before making the award.

44. PERMITS LICENSES AND CERTIFICATES

The awarded vendor is to procure all permits, licenses, and certificates, or any approvals of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completion of Work covered under the Contract / Agreement / Purchase Order.

45. PREPARATION OF BID

All bids / proposals shall be typewritten or in ink on the form(s) prepared by the City of Fairhope. Bids / proposals prepared in pencil will not be accepted. All bids / proposals must be signed by officials of the corporation or company duly authorized to sign bids / proposals. Any bid / proposal submitted without being signed will automatically be rejected. All corrections or erasures shall be initialed and dated by the person authorized to sign quotations /bids / proposals. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

46. QUESTIONS / CONTACT

Commencing with the issuance of the RFQ / ITB / RFP, or other form of solicitation, no vendor or anyone acting on a vendor's behalf, shall make direct or indirect contact with City personnel or undertake any activities or take any action to otherwise promote its quotation / bid / proposal to the City or its personnel. All communications shall be made to the contact identified in the quotation / bid / proposal documents. Violation of this requirement may, at the City's sole and absolute discretion, be grounds for disqualifying a vendor from further consideration.

47. RECEIPT BY CITY OF FAIRHOPE

If not otherwise stated in the order, the City of Fairhope will be said to have received goods when they have been delivered, unloaded, and placed on the agency's dock or if there is no dock, inside an accessible building, and signed for by an authorized City employee. Shipments will be checked against the receiving copy of the Purchase Order. If the purchase order requires grading certificates, USDA Stamps, or any proof of quality, such proof must accompany the shipment.

48. REJECTION OF BIDS

The City of Fairhope reserves the right to accept or reject any or all bids in whole or in part for any reason, to waive technicalities or informalities, or to advertise for new proposals, if, in the judgment of the awarding authority, the best interest of the City of Fairhope will be promoted thereby. Bidders may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes: Failure to use the bid forms furnished by the City of Fairhope, Lack of signature by an authorized representative on the bid form, Failure to properly complete the bid form and vendor compliance, Evidence of collusion among bidders, Unauthorized alteration of the bid form.

49. 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 for a period of Three (3) years after expiration of the Contract / Agreement / Purchase Order.

50. SAMPLES

Bidders will not be required to furnish samples at the time of bid opening, unless specifically called for. The City of Fairhope reserves the right to request samples after bid opening to assist in the evaluation of proposals submitted.

51. SAFETY MEASURES

The awarded vendor shall take all necessary precautions for the safety of the City of Fairhope's and awarded vendor's employees at the Work site, and shall erect and properly maintain at all times, all necessary safeguards for the protection of the workmen and the public. The awarded vendor shall post signs warning against hazards in and around the Work site.

52. SET-UP AND INSTALLATION

Unless otherwise specified, bid / quotation to include cost of all uncrating, disposal of shipping materials, set-up, testing and initial instruction to agency personnel.

53. SPILL CLEAN UP

The awarded vendor shall be responsible for spillage caused by their negligence, which occurs during transit or unloading operations. The awarded vendor shall immediately report and clean up any spillage. Upon failure to do so, the awarded vendor shall remain responsible for all actual related costs.

54. SUBSTITUTIONS

Substitutions on a purchase order shall require the approval of the Originating Buyer. The City of Fairhope reserves the right to reject at destination and hold at the vendor's risk and expense any goods supplied by the vendor which do not conform to the specification or description embodied in the order or are inferior in any respect to the good specified. Any good bought by sample which is inferior in quality to the sample submitted by vendor will be rejected. Any goods delivered that do not meet specifications may be returned to the vendor at its expense. When a good is returned, the vendor must make immediate replacement with acceptable merchandise, or the City of Fairhope may seek remedies for default.

55. TABULATION

Bid results are posted on The City of Fairhope's web site: www.FairhopeAL.gov. The awarded vendor will be sent a written notification.

56. TAXES

Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will assume no transportation or handling charges other than specified in the RFQ, ITB, RFP or other form of solicitation. The City is tax exempt by law – Code of Alabama 1975.

57. 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.

58. 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.

59. 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.

60. TIME IS OF THE ESSENCE

The City of Fairhope and awarded vendor agree that time is of the essence in the performance of work called for under this Contract / Agreement / Purchase Order. The awarded vendor agrees that all work will be accomplished regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within reasonable time periods.

61. TITLE

All titles, fees, as well as other charges, are to be paid by awarded vendor. Awarded vendor is to furnish prepaid certificate of title in the name of the City of Fairhope, Title shall change upon acceptance of delivery at the City of Fairhope approved delivery location.

62. VENDOR LIST

A vendor may be removed from the City of Fairhope's Bidders List if a vendor fails to respond to three (3) consecutive ITB's. A properly submitted "No Bid" is considered as a response and the vendor will receive credit for the response.

63. WARRANTY

The awarded vendor expressly warrants that all articles, materials, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the City of Fairhope, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defects. The awarded vendor further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period will be at the awarded vendor's sole expense. Awarded vendor will provide written warranty for all parts and labor for a period of (1) one year commencing from date of written acceptance of delivery by City of Fairhope. Awarded vendor will provide written copies of all other applicable warranties, such as, Manufacturer's warranty. Those warranties, if any, will be in addition to the awarded vendor's warranty, and the terms of which will not be altered by the awarded vendor's warranty.

64. 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.

ITEM VIII

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 filing 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 a CONTRACT 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, SUB-CONTRACTOR, 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.

SUB-CONTRACTOR. 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 CONTRACTS 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 CONTRACT, 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 CONTRACT 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 SUB-CONTRACTOR 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 SUB-CONTRACTOR 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 SUB-BIDDERS performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the SUB -CONTRACTOR.

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.**

END OF ALABAMA IMMIGRATION ACT CONTRACT REQUIREMENTS

ITEM IX

INVITATION SUMMARY

**Bid No. 038-22
Asphalt and Concrete Repair**

Bid Name:	BID 038-22 Asphalt and Concrete Repair
Issue Date:	September 16, 2022
Certificate of Insurance Requirements:	See Standard Terms and Conditions and Insurance and Instructions to Vendors
Deadline for Questions Date:	Monday, October 3, 2022, 11:00 A.M.
Bid Due Date:	Thursday, October 6, 2022, 10:00 A.M.
City Internet Site:	www.FairhopeAL.gov
SEALED Bid Response Copies to submit:	One (1) Original and One (1) Identical Paper Copy
Purchasing Department Contact for questions:	Purchasing@FairhopeAL.gov (251) 928-8003

END OF INVITATION SUMMARY

RESOLUTION NO. _____

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

[1] That the City of Fairhope did request, receive, and open bids to procure services for (Bid No. 040-22) On-Call Contractor Services (Water and Sewer Department) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for
On-Call Contractor Services (Water and Sewer Department)

[3] At the appointed time and place; after evaluating the bids with the required specifications, W.R. Mitchell Contractor, Inc. is now awarded (Bid No. 040-22) On-Call Contractor Services (Water and Sewer Department) with a total bid proposal not-to-exceed \$700,000.00 per year.

[4] The initial contract term would be for one (1) year, with extensions for two (2) additional one (1) year terms.

ADOPTED ON THIS 24TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 10/14/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award Bid No. 040-22 On-Call Contractor Services

Project Location: Water & Sewer System

Presented to City Council: 10/24/2022

Funding Request Sponsor: Jason Langley, Water & Sewer Superintendent

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 700,000.00 Not-to-Exceed Per Year for Three Years

Vendor: W.R. Mitchell Contractor, Inc

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Wastewater Sanitation Cap Project Impact Gas Tax 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 Meter-19 IT-16
 Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-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: 004010/004020-59500
G/L Acct Name: System Improvement-Distribution System

Project Budgeted: \$ 700,000.00 Per Year for Three Years

Balance Sheet Item-
Included in projected cash flow

Over (Under) budget amount: \$ -

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

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

Capital Lease: _____ Payment _____ Term _____

The initial Contract term would be for one year, with extensions for two additional year one year terms.

City Council Prior Approval/Date? _____

Senior Accountant	City Treasurer	Mayor
Purchasing Memo Date: <u>10/11/2022</u>	Purchasing Memo Date: <u>10/11/2022</u>	Delivered To Date: <u>10/14/2022</u>
Request Approved Date: <u>10/14/2022</u>	Request Approved Date: <u>10/14/2022</u>	Approved Date: <u>10/14/2022</u>
Signatures: <u>Aislinn Stone</u> Aislinn Stone	<u>Kim Creech</u> Kim Creech	<u>Sherry Sullivan</u> Mayor Sherry Sullivan



MEMO


Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

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

From: 
Erin Wolfe, Purchasing Manager

Date: October 11, 2022

Re: **Requesting Green Sheet and Approval by City Council to award Bid No. 040-22 On-Call Contractor Services (Water and Sewer Department)**

The Water/Wastewater Superintendent, Jason Langley, has requested to procure a contract for an on-call contractor for miscellaneous improvements to the Sanitary Sewer System and Water System owned and operated by the City.

A service bid was issued on August 26, 2022, posted to the City of Fairhope's website, and viewed by 127 of 361 vendors who select to receive e-notifications. Two (2) responsive bids were received at the bid opening on September 27, 2022 at 10:00 a.m.

The Water/Wastewater Superintendent recommends the award be made **W.R. Mitchell Contractor, Inc.** based on the unit prices and extended prices as listed on the attached bid tabulation. The initial contract term would be for one (1) year, with extensions for two (2) additional one (1) year terms.

Please prepare a Green Sheet and place on the next City Council Agenda this request to award the contract for Bid No. 040-22 On-Call Contractor Services (Water and Sewer Department) to W.R. Mitchell Contractor, Inc.

Enclosure

Cc: Jason Langley, Clint Steadham

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

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

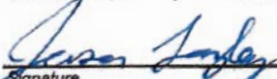
City of Fairhope Bid Tabulation
 Bid 040-22 On Call Contractor Services (Water and Sewer)
 Opened September 27, 2022 at 10:00 A.M.

Description of Item	Approximate Quantities	Ranger Environmental Services, LLC		W.R. Mitchell Contractor, Inc.	
		Unit Price	Total Price for Item	Unit Price	Total Price for Item
Bid Documents Signed / Notarized (Y/N)	N/A	Yes		Yes	
Bid Bond (Y/N)	N/A	Yes		Yes	
General Contractor License (Y/N)	N/A	Yes		Yes	
Standard Mobilization/Demobilization Per Each	10	\$7,620.00	\$76,200.00	\$8,750.00	\$87,500.00
Emergency Standard Mobilization/Demobilization Per Each	10	\$8,805.00	\$88,050.00	\$10,000.00	\$100,000.00
3 Person Crew to perform lift station maintenance as required Per Day	10	\$3,870.00	\$38,700.00	\$3,500.00	\$35,000.00
Install Only 6-inch Sanitary Sewer Stacks and Laterals (Reconnection and Repair) to Main Line PVC Per LF	250	\$256.45	\$64,112.50	\$50.00	\$12,500.00
Install Only 6-inch Sanitary Sewer Stacks and Laterals (Reconnection and Repair) to Manhole PVC Per LF	250	\$293.95	\$73,487.50	\$50.00	\$12,500.00
Install Only 6-inch Sanitary Sewer Stacks and Laterals (Reconnection and Repair) to Main Line D.I. Per LF	250	\$256.45	\$64,112.50	\$50.00	\$12,500.00
Install Only 6-inch Sanitary Sewer Stacks and Laterals (Reconnection and Repair) to Manhole D.I. Per LF	250	\$293.95	\$73,487.50	\$50.00	\$12,500.00
Install Only 6-inch Sanitary Sewer Stacks and Laterals (Reconnection and Repair) to Main Line CIPP Lined Pipe Per LF	250	\$256.45	\$64,112.50	\$50.00	\$12,500.00
Install Only 4-foot Diameter Manhole Replacement Per VF	250	\$895.90	\$173,975.00	\$120.00	\$30,000.00
Install Only 5-foot Diameter Manhole Replacement Per VF	100	\$895.90	\$89,590.00	\$150.00	\$15,000.00
Install Only 8-inch Diameter Gravity Sewer 0 – 4-foot Depth Per LF	500	\$461.59	\$230,795.00	\$65.00	\$32,500.00
Install Only 8-inch Diameter Gravity Sewer 4 – 8-foot Depth Per LF	1,000	\$461.59	\$461,590.00	\$80.00	\$80,000.00
Install Only 8-inch Diameter Gravity Sewer 8 – 12-foot Depth Per LF	1,000	\$509.94	\$509,940.00	\$90.00	\$90,000.00
Install Only 8-inch Diameter Gravity Sewer 12 – 16-foot Depth Per LF	500	\$513.58	\$256,790.00	\$115.00	\$57,500.00
Install Only 8-inch Diameter Gravity Sewer 16 – 20-foot Depth Per LF	500	\$551.08	\$275,540.00	\$140.00	\$70,000.00
Install Only 2 – 4-inch HDPE Force Main Per LF	500	\$363.00	\$181,500.00	\$30.00	\$15,000.00
Install Only 6 – 10-inch HDPE Force Main Per LF	1,000	\$381.75	\$381,750.00	\$35.00	\$35,000.00
Install Only 10 – 16-inch HDPE Force Main Per LF	500	\$400.50	\$200,250.00	\$65.00	\$32,500.00
Install Only Sanitary Sewer Cleanout Per EA	30	\$1,435.00	\$43,050.00	\$875.00	\$26,250.00
Install Only Manhole Frame and Cover Replacement Per EA	30	\$1,435.00	\$43,050.00	\$625.00	\$18,750.00
Install Only Manhole Height Adjustment Per EA	30	\$1,435.00	\$43,050.00	\$625.00	\$18,750.00
Furnish and Install Bypass Pumping Per Day	14	\$3,754.06	\$52,556.84	\$3,750.00	\$62,500.00
Install Only 1 – 4-inch PVC Water Services Per LF	1,000	\$186.71	\$186,710.00	\$22.00	\$22,000.00
Install Only 6-inch D.I. Water Main Per LF	1,000	\$381.75	\$381,750.00	\$25.00	\$25,000.00
Install Only 8-inch D.I. Water Main Per LF	2,000	\$394.25	\$788,500.00	\$30.00	\$60,000.00
Install Only 12-inch D.I. Water Main Per LF	2,000	\$406.75	\$813,500.00	\$35.00	\$70,000.00
Install Only Fire Hydrant Assembly Per EA	15	\$1,935.00	\$29,025.00	\$4,375.00	\$65,625.00
Install Short Side Water Service Per EA	30	\$1,935.00	\$58,050.00	\$1,000.00	\$30,000.00
Install Long Side Water Service Per EA	30	\$1,935.00	\$58,050.00	\$1,500.00	\$45,000.00
Furnish and Install Silt Fence Per LF	2,500	\$6.05	\$15,125.00	\$8.00	\$20,000.00
Furnish and Install Wattles Per EA	50	\$20.00	\$1,000.00	\$12.00	\$600.00


Furnish and Install Final Grassing Per SY	1,000	\$1.90	\$1,900.00	\$4.00	\$4,000.00
Furnish and Install Solid Sod Per SY	1,000	\$15.13	\$15,130.00	\$9.00	\$9,000.00
Concrete Demolition Per SF	5,000	\$1.25	\$6,250.00	\$4.00	\$20,000.00
Asphalt Demolition Per SF	5,000	\$1.25	\$6,250.00	\$4.00	\$20,000.00
Furnish and Install Concrete Sidewalk Per SF	2,500	\$10.08	\$25,200.00	\$7.00	\$17,500.00
Furnish and Install Concrete Paving Per SF	2,500	\$12.53	\$31,325.00	\$10.00	\$25,000.00
Furnish and Install Concrete Curb and Gutter Per LF	1,000	\$58.99	\$58,990.00	\$40.00	\$40,000.00
Furnish and Install Temporary Asphalt Patch Per SY	500	\$83.86	\$31,930.00	\$80.00	\$40,000.00
Furnish and Install Final Asphalt Paving Per SY	500	\$63.86	\$31,930.00	\$75.00	\$37,500.00
Implement Traffic Control to Facilitate Construction/Repair Per Day	14	\$1,250.00	\$17,500.00	\$3,000.00	\$42,000.00
Total:			\$8,023,804.34		\$1,451,975.00

Recommendation:

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



 Signature
 Jason Langley, Water/Wastewater Superintendent



 Signature
 Erin Wolfe, Purchasing Manager



Bid No. 040-22 On-Call Contractor Services (Water and Sewer Department)

Project No. 2022-WS 0010 On-Call Contractor Services (Water and Sewer Department)

City of Fairhope, Alabama

Fairhope Public Utilities



SHERRY SULLIVAN, MAYOR

FAIRHOPE CITY COUNCIL

JIMMY CONYERS, COUNCIL

PRESIDENT

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TECHNICAL SPECIFICATIONS:

See City of Fairhope Standard Specifications

**ITEM I
ADVERTISEMENT FOR BIDS**

Sealed proposals will be received by the City of Fairhope, at their office, 555 South Section Street Fairhope, Alabama 36532 until 10:00 a.m., local time on Tuesday, September 27, 2022 for the construction of the:

**Bid No. 040-22 On-Call Contractor Services (Water and Sewer Department)
Project No. 2022-WS 0010 On-Call Contractor Services (Water and Sewer Department)**

at which time and place they will be publicly opened and read.

The work consists of miscellaneous improvements to the Sanitary Sewer System and Water System owned and operated by Fairhope Utilities in Fairhope, AL., by receiving work orders for various tasked itemized in the unit price bid schedule. Fairhope Utilities anticipates up to \$350,000.00 Sewer and \$350,000.00 Water annual budget for the first year of this contract. Subsequent years shall be renewed, if all parties agree, based on an amount determined at the time of each renewal cycle.

A voluntary pre-bid meeting will be held at the City of Fairhope Public Utilities Facility, 555 South Section Street Fairhope, AL 36532 at 10:00 a.m. local time on Tuesday, September 13, 2022 to receive questions from interested parties. Bidders can visit the project site individually following the meeting. Any required answers or responses will be issued by Addendum.

The work of constructing the project will be let under one Contract if an award should be made; and the Owner reserves the right to select the Bid considered by the Owner to be in the best interest of the Owner.

A cashier's check or bid bond payable to City of Fairhope in an amount not less than five (5) percent of the amount of the bid, but in no event more than \$10,000, must accompany the bidder's proposal. Performance and Payment Bonds and evidence of insurance required in the bid documents will be required at the signing of the Contract.

Bid Documents may be examined at the office of the Engineer, Dodge Data & Analytics, Isqft CMD Group, and City of Fairhope. Bid Documents may be obtained from the Engineer for a deposit of \$50.00 per set which will be refunded in full on the first sets issued to each general contract bidder submitting a bona-fide bid, upon return of documents in good condition within ten days of bid date. Other sets for general contractors, and sets for subcontractors and dealers, may be obtained with the same deposit, which will be refunded as above, less cost of printing, reproduction, handling, and distribution.

Bids must be submitted on proposal forms furnished by the Engineer. All bidders bidding in amounts exceeding that established by the state licensing board for general contractors must be licensed under the appropriate/applicable provisions of state law, and must show evidence of license before bidding or bid will not be received or considered by the Engineer; the bidder shall show such evidence by clearly displaying his or her current license number on the outside of the sealed envelope in which the proposal is delivered. The Owner reserves the right to reject any or all proposals and to waive technical errors if, in the Owner's judgment, the best interest of the Owner will thereby be promoted.

OWNER

City of Fairhope
555 South Section
Street Fairhope, AL
36532 251.928.8003

INVITATION TO BID DATE: August 26, 2022 advertisement

BID NAME AND BID No.: Bid No. 040-22 On Call Contractor Services (Water and Sewer Department)

VOLUNTARY PRE-BID MEETING DATE: September 13, 2022, Tuesday at 10:00 A.M (Central-time) Fairhope City Services and Utility Building
555 S. Section St.
Fairhope, AL 36532

LOCATION OF BID OPENING: Fairhope City Services and Utility Building
555 S. Section St., Fairhope, AL

QUESTIONS MUST BE SUBMITTED BY: September 20, 2022, Tuesday at 5:00 P.M. (Central)

BID MUST BE PUBLICLY OPENED: September 27, 2022, Tuesday at 10:00 A.M. (Central)

All bids, with their guarantee (when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as "Sealed Bid" with Bid Name, Bid Number, City of Fairhope's name and address, and the Bidder's name, address, and General Contractor's License Number (Mandatory by State law). Each bid must be in a separate envelope. Bids made out in pencil will not be accepted. Failure to observe the instructions contained herein will constitute grounds for rejection of your bid. The CITY reserves the right to accept or reject all bids, or any portions thereof, and to waive informalities, and to furnish any item of material or work to change the amount of the CONTRACT, whichever is in the best interest of the City of Fairhope.

The City reserves the right to accept or reject all bids or any portion thereof, and to waive informalities and to furnish any item of material or work to change the amount of the CONTRACT, whichever is in the best interest of the City of Fairhope.

Sealed bids will be received until the above time and date at which time they will be opened as soon thereafter as practicable.

Sealed must be mailed or hand delivered to one of the following addresses:

U.S. Postal Service
City of Fairhope
Attn: Erin Wolfe, Purchasing Manager
555 S. Section St.
Fairhope, AL 36532

Courier (UPS, FedEx, etc.); Hand Delivered
City of Fairhope
Attn : Erin Wolfe, Purchasing Manager
555 S. Section St.
Fairhope, AL 36532

Be advised that overnight delivery by express or courier to Fairhope is not guaranteed. **Faxed or e-mailed bids will not be accepted.**

Questions or comments pertaining to this ITB must be sent to the **Purchasing Manager, Erin Wolfe**, at purchasing@fairhopeal.gov forty-eight (48) hours prior to the ITB opening or will be forever waived.

**ITEM II
INSTRUCTIONS TO BIDDERS**

**NOTE: THIS DOCUMENT CONTAINS IMPORTANT BIDDING AND CONTRACTING INFORMATION.
ALL POTENTIAL BIDDERS SHOULD READ IT THOROUGHLY**

2.00 BID INVITATION

Notice is hereby given that the City of Fairhope will receive bids on the project described herein. Qualified Bidders are invited to bid on this Contract.

2.01 BID NO. **040-22 On-Call Contractor Services (Water and Sewer Department)**
PROJECT NO. **2022-WS 0010 On-Call Contractor Services (Water and Sewer Department)**

2.02 Summary:

The CITY contemplates the construction of a Public Works project as generally described in the Advertisement for Bid and as more particularly described, shown and depicted on the plans, specifications, drawings and in the Contract documents.

2.1 **DEFINITIONS:** Where the following words, or the pronouns used in their stead, occur herein, they shall have the following meaning:

2.1.1 "Awarding Authority" shall mean the City of Fairhope, Alabama.

2.1.2 "Bidder" shall mean any person, firm or corporation, that is responsible, submitting a responsive bid for the Project contemplated by the contract documents, who meets the requirements set forth in the contract documents, maintains a permanent place of business, has adequate forces and equipment to perform the work on the Project properly and within the time limit that is established, has sufficient experience in the type work provided for in the contract documents and has adequate financial status and resources to meet its obligations contingent to the work.

2.1.3 "CITY" or "OWNER" shall mean the City of Fairhope, Alabama, as the awarding authority or its authorized and legal representatives.

2.1.4 "Construction Manager" shall mean that person or entity if employed by the City, to provide Construction Manager Services on the work or Project, who shall be the City's representative on the Project.

2.1.5 "CONTRACTOR" shall mean initially the successful or probable low Bidder and then the party of the first part to the construction agreement or the legally authorized representatives of such party, including a trade contractor.

2.1.6 "Engineer" shall mean an Engineer of Record, responsible for design and related services on the Project, and if no Construction Manager is employed, then the Engineer is the representative of the City of Fairhope, Alabama, on the Project.

2.1.7 "Force Account Work" work paid for by reimbursing for the actual cost for labor, materials and equipment usage incurred in the performance of the work, as directed, including a percentage for overhead and profit where appropriate.

2.1.8 "Gender": a word importing one gender shall if appropriate extend to and be applied to the other gender. The masculine shall include the feminine and vice versa, unless the context clearly indicates otherwise.

2.1.9 "Inspector" shall mean a representative of the Engineer of Record, Construction Manager or the CITY, as the case may be.

2.1.10 "Non-Resident Contractor" shall mean a contractor which is neither (a) organized and existing under the laws of the State of Alabama nor (b) maintains its principal place of business in the State of Alabama. A non-resident contractor which has maintained a permanent branch office within the State of Alabama for at least five (5) continuous years shall not thereafter be deemed to be a non-resident contractor so long as the Contractor continues to maintain a branch office within Alabama.

2.1.11 "Project" shall mean the Public Work to which these Contract Documents relate, including the labor,

materials and all work to be done by Contractor that is the subject of the bid, plans, specifications and Contract documents.

- 2.1.12 "Public Property": Real property which the awarding authority owns or has contractual right to own or purchase, including easements, rights-of-way, or otherwise.
- 2.1.13 "Public Work(s)" shall mean a Project consisting of the construction, repair, renovation, or maintenance of public buildings, structures, sewers, water works, roads, bridges, docks, underpasses and viaducts, as well as any other improvement to be constructed, repaired or renovated or maintained on public property to be paid, in whole or in part, with public funds or with financing to be retired with public funds in the form of lease payments or otherwise.
- 2.1.14 "Responsible Bidder" shall mean a Bidder who, among other qualities determined necessary for performance is competent, experienced and financially able to perform the Contract.
- 2.1.15 "Responsive Bidder" shall mean a Bidder who submits a bid that complies with the terms and conditions of the Invitation for Bids, including plans, drawings, specifications and other provisions of the Contract documents.
- 2.1.16 "Retainage" shall mean that money belonging to the Contractor which has been retained by the awarding authority conditioned upon final completion and acceptance of all work in connection with the Project.
- 2.1.17 "Singular/Plural" the singular shall include the plural and vice versa, unless the context clearly indicates otherwise.
- 2.1.18 "Trade Contracts" "Trade contracts" or "multiple prime contracts" are multiple but separate contracts with the City on the same Project that represent significant construction activities performed concurrently with and closely coordinated with construction activities performed on the Project under other trade contracts.
- 2.1.19 "Unbalanced Bid" Unbalanced bids may be considered non-responsive and may be subject to rejection. An unbalanced bid includes but is not limited to one which results in a substantial advance payment to the Contractor.

2.2 **BID DEADLINE**

Bids will be received until 10:00 A.M. Central time, Tuesday, September 27, 2022 at the Fairhope City Services and Utilities Bldg located at 555 S. Section Street, Fairhope, Alabama, and publicly opened shortly thereafter. If sending by USPS: P.O. Drawer 429, Fairhope, AL 36533. Any unauthorized conditions, limitations or provisos attached to the Bid Proposal, except as otherwise provided herein, will render a bid proposal informal and may cause its rejection. Unbalanced bids may be subject to rejection. Bids without the General Contractor's license number and a copy of the license will be rejected. All Bidders are invited to be present at the opening of bids. No bids will be received after the time established for the opening of bids.

2.3 **AVAILABILITY OF DOCUMENTS**

Plans, Drawings and Specifications are on file and may be viewed in the Purchasing Department at the **Fairhope City Services and Utilities Bldg.**, located at 555 S. Section Street and from the website for the City, www.fairhopeal.gov.

2.4 **INQUIRIES**

Questions or comments pertaining to this bid must be presented in writing, and sent as e-mail to the attention of the Purchasing Manager, Erin Wolfe, at purchasing@fairhopeal.gov, no less than forty-eight (48) hours prior to the bid opening or will be forever waived. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by written addendum.

- 2.4.1 All Addenda are part of the Contract documents. Include resultant costs in the Bid. Addenda will be issued by email to all plan holders on record and posted on the CITY'S website: www.fairhopeal.gov. It is the responsibility of the Bidder to verify that all addenda have been received.

2.5 **PRE-BID MEETING / SITE EXAMINATION**

A **voluntary** pre-bid meeting to be held at the Fairhope City Services and Utility Building 555 S. Section St., Fairhope, AL, at **10:00 A.M. Tuesday, September 13, 2022.**

Before submitting a bid proposal for the Project, each Bidder shall carefully examine the Contract Documents, including but not limited to plans, drawings, specifications, contract, etc.; visit the site, and satisfy itself as to the nature and location of the Project, and the general and local conditions, including weather, the

general character of the site or building, the character and extent of existing work within or adjacent to the site, and any other work being performed or proposed thereon at the time of submission of their bids. It shall obtain full knowledge as to transportation, disposal, handling, and storage of materials, availability of water, electric power, and all other facilities in the area which will have a bearing on the performance of the Project for which they submit their bids. The submission of a bid shall be prima facie evidence that the Bidder has made such examination and visit and has judged for and satisfied himself as to conditions to be encountered regarding the character, difficulties, quality, and quantities of work to be performed and the material and equipment to be furnished, and as to the contract requirements and contingencies involved. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction, all information concerning site and surface conditions.

2.7 BID SECURITY

Bids shall be accompanied by a Bid Security equal to 5% (percent) of the bid price, but in no event more than \$10,000.00. Bid Security shall be in the form of a Bid Bond executed by a Surety company duly authorized and qualified to make bond in the State of Alabama; or a Cashier's Check payable to the City of Fairhope. No Bid Security is required on bids less than \$10,000.00. Should the successful Bidder or Bidders to whom a Contract is awarded fail to execute a contract(s) and furnish acceptable Contract securities and evidence of insurance, as required, **within fifteen (15) days** after the prescribed forms have been presented to him/her, the CITY may retain from the proposal guaranty, if it is a cashier's check or recovered from the principal or the sureties, if the guaranty is a Bid Bond, the difference between the amount of the Contract as awarded, and the amount of the proposals of the new lowest Bidder. If no other bids are received, the full amount of the proposal guaranty may be so retained and recovered as liquidated damages for such default. Any sum so retained or recovered shall be the property of the awarding authority.

2.8 PERFORMANCE ASSURANCE AND INSURANCE

The Bidder to whom award is made shall provide a Performance Bond equal to 100% (percent) of the Contract amount and a Labor and Materials Bond equal to 50% (percent) of the Contract amount, see ITEMS VI AND VII. The accepted Bidder shall also provide insurance as required in ITEM IV.

2.9 DURATION OF OFFER

Bids may be withdrawn in written or telegraphic request received from the Bidder prior to the time fixed for opening. No bid shall be withdrawn for a period of THIRTY (30) days subsequent to the opening of bid without the consent of the City Council of the City of Fairhope.

2.10 EQUAL OPPORTUNITY

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 documents in this regard. The CITY also encourages and supports the utilization of Minority Business Enterprises on this and all public bids

2.11 BID PREPARATION AND SUBMISSION

Sealed Bids, signed, executed, and dated will be received by the City of Fairhope as noted in section 2.2 above. Submit one copy of the executed offer, on the Bid Response Form provided, along with the required Bid Security. The bid shall be enclosed in a sealed opaque envelope approximately 9X12 inches or larger, clearly identified on the outside as a SEALED BID with BID NAME, BID NUMBER, OWNER'S NAME AND ADDRESS, BIDDER'S NAME AND ADDRESS, AND BIDDER'S ALABAMA CONTRACTOR'S LICENSE NUMBER.

2.11.1 Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the Invitation, these instructions, and the instructions printed on the forms is necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper space in the bid and guaranty forms shall be suitable filled in.

2.11.2 Fill in all blanks on the Bid Form with non-erasable ink or type. Erasers or other changes must be explained or noted over the signature of the Bidder.

2.11.3 The Bid Form may have a Contingency Allowance listed. If so, add this amount to the Bid Base to derive the Total Bid. The Contingency Allowance covers unforeseen conditions and shall not be used by the Contractor without the written authorization of the OWNER. At the conclusion of the project, the unused portion of the Contingency Allowance shall revert to the OWNER.

2.11.4 Each bid must give the full business address of the Bidder and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter. The name of each person who affixes to this signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the City of Fairhope, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

2.11.5 Each project will be bid separately unless otherwise expressly requested in the contract document. Combination bids, that is, bids on separate projects lumped together as a single bid or on all or none basis, will not be accepted unless the contract document expressly requests or permits same. Alternate bids will not be considered unless requested.

2.12 **BID INELIGIBILITY**

Bids that contain irregularities of any kind may be declared unacceptable at the discretion of the OWNER. The OWNER may waive any irregularities and may reject any or all bids. Bids received after the deadline will be returned to the Bidder unopened.

2.13 **RESPONSIBLE BIDDERS / RESPONSIVE BIDS**

The CITY reserves the right to reject any bid that is submitted by a Bidder that is determined by the CITY to not be a responsible Bidder or whose bid is not responsive. In determining whether a Bidder or bid is responsible and/or responsive, the CITY reserves the right to also request and consider the following factors:

2.13.1 Types or kinds of materials or items best suited to the CITY'S needs for the Project.

2.13.2 A current financial statement of the Bidder and/ or bonding capability or limits.

2.13.3 An accurate inventory of equipment to be used on the Project.

2.13.4 A list of key personnel to be used on the Project and detailed histories of their experience.

2.13.5 A list of similar repairs and installments by the Bidder within the last five (5) years.

2.13.6 A list of three (3) references familiar with the Bidder's competence, experience, capabilities, skill and integrity.

2.13.8 The General Contractor's State license number, class and bid limit.

2.13.9 Bidder's performance and prosecution of past projects for the CITY, or other government entities.

2.13.10 An unbalanced bid.

2.13.11 Other information supplied in the bid response,

2.13.12 The CITY may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the CITY all such information and data for this purpose as the CITY may request. The CITY reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Bidder fails to satisfy the CITY that such Bidder is properly qualified to carry out the obligations of the Contract and complete the work contemplated therein.

2.14 **CONTRACT TIME**

The CONTRACTOR agrees to perform the work within the time stated in the Bid Response Form, that being THREE HUNDRED SIXTY FIVE (365) calendar days. The Bidder in submitting an offer accepts the conditions of the contract period stated for performing the work.

2.15 CONSTRUCTION DOCUMENT IDENTIFICATION

The Construction documents are the Bid and Contract Documents, Specifications, Drawings, Addenda, and all other related documents bearing the Project Title and Number. Bidders shall use complete sets of Construction Documents in preparing their Bids. The CITY will not assume responsibility for errors or misinterpretation resulting from the use of incomplete sets of Construction Documents.

2.16 BID ACCEPTANCE

Generally: The Contract will be awarded to the lowest responsible and responsive Bidder, unless the CITY determines that all the bids are unreasonable or that it is not in the best interest of the CITY to accept any of the bids.

2.16.1 Award of the Contract will be made on the basis of the lowest actual bid amount for the Contract, which is defined as the total of the bid option accepted and/or extended total amounts for unit price items, pursuant to the provisions hereof.

2.16.2 The CITY reserves the right to reject all bids and/or reject and rebid the Project should it determine the same is in the best interest of the CITY.

2.16.3 Minor irregularities as determined by the CITY or its representatives, will not cause a bid to be **non-responsive** and may be waived by the CITY.

2.16.4 Bidder must possess all licenses and permits required by applicable law, rule or regulation for the performance of the work **prior** to bidding. The Awarded Vendor must register with the City by use of the New Vendor Information packet found on the City's Website, or by phoning 251 928-8003 Ext 448 or 419.

2.16.5 Where the CITY elects to prequalify Contractors prior to bidding, it shall be understood that such prequalification may be general in nature and shall not limit the CITY'S right to revoke such prequalification pursuant to Ala. Code §39-2-4(d) (1975).

2.16.6 Joint ventures shall not generally be considered acceptable bids without special waiver from the CITY, which must be requested in writing at least thirty (30) days prior to bid opening.

2.16.7 **No Bids or Only One Bid:** In the event no bid proposals or only one bid proposal is received in response to the CITY'S Advertisement for Bids at the time stated for the opening of bids, the CITY may elect at its discretion, any of the following options:

2.16.7.1 Advertise for and seek other competitive bids.

2.16.7.2 Direct that the work shall be done by force account under its direction and control.

2.16.8.3 Negotiate for the work through the receipt of informal bids; provided; however, where only one responsible and responsive bid has been received. Any negotiation for the work shall be for a price lower than that bid.

2.17 BIDDERS INTERESTED IN MORE THAN ONE BID

If more than one bid is offered by any one party, by or in a name of his clerk, partner, corporation in which he has a substantial interest, or in which he is an officer, or other person, all such bids may be rejected. A party who has quoted prices on materials to a bid is not thereby disqualified from quoting prices to other Bidders or from submitting a bid directly for the materials or work. The CITY reserves the right to determine in its discretion whether the provisions of this clause have been violated by any Bidder.

2.18 ERRORS IN BIDS

Bidders or their authorized agents are expected to examine the maps, drawings, specifications, and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk. In case of error, in the extension of prices the unit price will govern.

2.19 EXCEPTIONS / CHANGES TO SPECIFICATIONS

A request for a change in the specifications to accommodate a variation must be called to the attention of the Purchasing Manager at least 72 hours before the bid opening date. All requests for such changes will be considered and the merits weighed. Only those changes in specifications deemed to be in the best interest of the CITY will be made. In the event of a change in specifications, an addendum will be supplied to Bidders. Exceptions may be accepted if they are minor, equal, or superior to that which is specified, and provided that they are listed and fully explained on a separate page entitled, "Exceptions to Specifications". The exceptions

shall refer to the specification page and paragraph number. The CITY shall determine which (if any) exceptions are acceptable and this determination shall be final.

2.20 CONTRACT AND BOND

The Bidder to whom award is made must, when requested, enter into written Contract on the standard form as set out herein, with satisfactory security in the amount required, evidence of insurance, and all other submittals required for Contract execution, within the period specified, or, if no period be specified, within 15 days after the required forms are presented for signature.

2.21 COLLUSION

If there is any reason for believing that collusion exists among the Bidders, any or all bids may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the CITY.

2.22 SUBLETTING OR ASSIGNING OF CONTRACT

Limitations: The CONTRACTOR shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portions of the contract, his right, title, or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the CITY, and such written consent shall not be construed to relieve the CONTRACTOR of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the contractor shall perform with his own organization, and with the assistance of workmen under his immediate superintendence and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" so performed by sub-contract may be deducted from the total contract amount before computing the amount of work required to be performed by the CONTRACTOR with his own organization.

2.22.1 Sub-contractor's Status: A Sub-contractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the CITY for all of the subcontractor's work, including failures or omissions; and his removal may be required by the Project Manager, as in the case of an employee.

2.23 PROSECUTION OF WORK

The Contractor shall commence work on the date stipulated in the Notice to Proceed (NTP), or as otherwise directed in writing. Contractor is responsible for obtaining permit from the City of Fairhope Building Department prior to commencing any site activity work.

2.23.1 The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the Project Manager. He shall provide sufficient satisfactory materials, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the contract.

2.23.2 Should the Contractor fail to maintain a satisfactory rate of progress; the Project Manager may require that additional forces and/or equipment be placed on the work to bring the project up to schedule and maintain it at that level.

2.23.3 Should the Contractor fail to furnish sufficient satisfactory equipment and/or labor for maintaining the quality and progress of the work at satisfactory level, the Project Manager may withhold all estimates that may become due until satisfactory quality and progress are maintained; or the contract may be annulled.

2.24 MATERIALS AND WORK CREW

All materials, which the engineering plans specify or are required, will be installed as they are shown on the drawings, plans and/or specs.

2.24.1 Brand names, catalog numbers, weights, etc., are used to indicate levels of quality only and are not intended to restrict the bidding. If bidding on an item of another brand or manufacturer than that specified, Bidder's bid should be accompanied by brochures or other pertinent literature giving detailed specifications of the item(s) on which the bid is being made. Bids received without sufficient literature to determine equal quality may not be considered. Final determination as to equal quality will be made by the CITY.

2.24.2 Quantities: The quantities shown in the bid packet shall be considered by the contractor as the quantities required to complete the work for the purpose of bidding. During the course of work, the prices bid for adjustment items may be used by the CITY to increase or decrease the total cost for the work if the quantity of work exceeds or is less than the amount shown on plans.

2.24.3 Construction Crews: The Contractor will be required to furnish at least one separate construction crew during

the work as set forth in the contract. Unless waived by the CITY, the Contractor shall perform on the sites and with his own organization and equipment, at least fifty percent of the total amount of the work to be performed under this Contract. The Contractor may only subcontract a maximum of fifty (50%) percent of the work without CITY consent. If, during the progress of the work hereunder, the Contractor requests a reduction of such percentage, and the CITY representative determines that it would be to the CITY's advantage, the percentage of the labor required to be performed by the Contractor's own organization may be reduced; PROVIDED prior written approval of such reduction is obtained by the Contractor from the CITY.

2.25 GENERAL CONTRACTOR'S LICENSE

The attention of all Bidders is called to the provisions of the State law governing General Contractors as set forth in Ala. Code §34-8-1 et seq. (1975), particularly in regard to the need for and evidence of a State General Contractor's license. The provisions of said statute are adopted herein by reference and form a part of the Contract with the selected Bidder should this Project be awarded. **Bidder MUST include with his bid a State of Alabama Contractor's current license number and a copy of the license. State law, Ala. Code §34-8-8(b) (1975) requires all bids to be rejected which do not contain General Contractor's license number on the outside of the bid response sealed envelope.**

- 2.25.1 Bidders are reminded that they will be governed by said statutes insofar as they are applicable. To summarize the above quoted statutes, Ala. Code §34-8-1, et seq. (1975) provides that no one is entitled to bid, and no contract may be awarded to anyone who does not possess a valid general contractor's permit or license, including specialty classifications for the work, as provided by the foregoing sections of the State Code, and rules and regulations promulgated pursuant thereto and that said bid may not be considered without evidence being produced that he is so qualified. Trade Contractors must be duly licensed in accordance with applicable law.
- 2.25.2 CONTRACTOR must be properly licensed to obtain City of Fairhope permits and perform the work as outlined in the Scope of Work. Bidder must have a current business license or purchase a business license with the City of Fairhope prior to or (upon) bid being awarded. Sub-contractors must also comply with this provision.

2.26 U. S. PRODUCTS PREFERENCE

The successful Bidder (Contractor) shall comply with Ala. Code §39-3-1 (1975), shall agree to utilize in the execution of the Project, materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if the same are available at reasonable and competitive prices and not contrary to any sole source specifications. It is further stipulated that a breach of the foregoing provision of this agreement by the contractor in failing to utilize domestic products shall result in a downward adjustment in the Contract price equal to any realized savings or benefit to the Contractor.

2.27 USE OF DOMESTIC STEEL

The attention of all Bidders and that of the successful Bidder (CONTRACTOR) is drawn to Ala. Code §39-3-4 (1975), requiring the use of steel produced within the United States for municipal construction projects when specifications in the Construction Contract require the use of steel and do not limit its supply to a sole source. This provision is subject to waiver if the procurement of domestic steel products becomes impractical as a result of national emergency, national strike or other causes. Violations of the use of domestic steel requirements shall result in a downward adjustment in the Contract price to equal any savings or benefit to the CONTRACTOR.

2.28 IN STATE BIDDER PREFERENCE

Pursuant to Ala. Code §39-3-5 (1975), in the letting of public Contracts in which municipal funds are utilized, except those Contracts funded in whole or in part with funds received from a federal agency, preference shall be given to resident contractors, and a nonresident Bidder domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public Contracts only on the same basis as the nonresident Bidders' state awards contracts to Alabama contractors bidding under similar circumstances; and resident contractors in Alabama, as defined in Ala. Code §39-2-12 (1975), be they corporate, individuals or partnerships, are to be granted preference over non-residents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of the domicile of the nonresident. **The CITY may not enter into a Contract with a nonresident corporation that is not qualified under the State law to do business in Alabama.** Except for contracts funded in whole or in part by funds received from a federal agency, preference shall be given to resident contractors on the same basis as the non-resident Bidder's state awards contracts to Alabama contractors bidding under similar circumstances.

2.29 **APPLICABLE LAWS**

Each Bidder shall inform himself of, and the Bidder awarded a contract shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, the use of domestic products, U.S. steel and resident labor, non-discrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees and similar subjects. The attention of all Bidders is called to the fact that the work will be subject to compliance with all applicable CITY building and technical codes, including environmental ordinances. Project will be subject, in addition to all other inspections, to inspection by a representative of the City of Fairhope Building Inspections Department.

2.30 **COMPLIANCE WITH IMMIGRATION LAW**

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, to the extent allowed by Federal law (SEE ITEM XI, ALABAMA IMMIGRATION ACT CONTRACT REQUIREMENTS).

[END INSTRUCTION TO BIDDERS]

**ITEM IV
BID RESPONSE FORM**

Date: 7/27/2022

**BID NO: 040-22 On-Call Contractor Services (Water and Sewer Department)
PROJECT NO. 2022-WS 0010 On-Call Contractor Services (Water and Sewer Department)**

3.0 BIDDER'S DECLARATION AND UNDERSTANDING

- 3.0.1 The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the CITY, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.
- 3.0.2 The Bidder further agrees that he has checked and verified the completeness of the Contract Documents and that he has exercised his own judgment regarding the interpretation of subsurface information utilizing all pertinent data in arriving at his conclusions. The Bidder shall be fully responsible for any damages or liability arising out of his or his subcontractors pre-bid investigations.
- 3.0.3 The Bidder understands and agrees that if a Contract is awarded, the CITY may elect to award all schedules under one Contract, lump sum, separately, or in any combination that best serves the interests of the CITY.
- 3.0.4 The Bidder further declares that he has carefully examined the Contract documents for the construction of the Project and has checked and verified the completeness of the Contract Documents; that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved. Bidder further declares that he is fully aware of the fact that the description of the work, quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents. Bidder also declares that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

3.1 START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to **begin work on the date stated in the Notice to Proceed** and to fully complete the work, in all respects, within the time specified in the Contract documents for completion, that being **THREE HUNDRED SIXTY-FIVE (365) calendar days**.

3.2 ADDENDA:

The Bidder hereby acknowledges that he has received Addendum No. 1.

Bidder shall Insert No. of each Addendum received and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) include(s) all impacts resulting from said addenda.

3.3 BID AMOUNTS

3.3.1 TURNKEY BID:

The OWNER agrees to provide the following materials: **NONE**

Bid will include **all** labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within this contract and scope of work:

The Bidder agrees to accept as full payment of the work proposed under this Project, as services are rendered, as herein specified and as shown on the Contract Documents, upon the undersigned's own estimate of quantities and costs, the following turnkey bid of:



**PUBLIC WORKS DEPARTMENT
REQUEST FOR COMPETITIVE BIDS
BID NO. 040-22 ON-CALL CONTRACTOR SERVICES
(WATER AND SEWER DEPARTMENT)
PROJECT NO. 2022-WS 0010**

PROPOSAL FORM

ITEM NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEM	UNIT PRICE <i>(RB)</i>	TOTAL PRICE FOR ITEM
1	10	Standard Mobilization/Demobilization Per Each	\$8,750.00	\$87,500.00
2	10	Emergency Mobilization/Demobilization Per Each	\$10,000.00	\$100,000.00
3	10	3 Person Crew to perform lift station maintenance as required Per Day	\$3,500.00	\$35,000.00
4	250 LF	Install Only 6-inch Sanitary Sewer Stacks and Laterals (Reconnection and Repair) to Main Line PVC Per LF	\$50.00	\$12,500.00
5	250 LF	Install Only 6-inch Sanitary Sewer Stacks and Laterals (Reconnection and Repair) to Manhole PVC Per LF	\$50.00	\$12,500.00
6	250 LF	Install Only 6-inch Sanitary Sewer Stacks and Laterals (Reconnection and Repair) to Main Line D.I. Per LF	\$50.00	\$12,500.00
7	250 LF	Install Only 6-inch Sanitary Sewer Stacks and Laterals (Reconnection and Repair) to Manhole D.I. Per LF	\$50.00	\$12,500.00
8	250 LF	Install Only 6-inch Sanitary Sewer Stacks and Laterals (Reconnection and Repair) to Main Line CIPP Lined Pipe Per LF	\$50.00	\$12,500.00
9	250 VF	Install Only 4-foot Diameter Manhole Replacement Per VF	\$120.00	\$30,000.00
10	100 VF	Install Only 5-foot Diameter Manhole Replacement Per VF	\$150.00	\$15,000.00
11	500 LF	Install Only 8-inch Diameter Gravity Sewer 0 - 4-foot Depth Per LF	\$65.00	\$32,500.00

12	1,000 LF	Install Only 8-inch Diameter Gravity Sewer 4 – 8-foot Depth Per LF	\$ 20.00	\$ 20,000.00
13	1,000 LF	Install Only 8-inch Diameter Gravity Sewer 8 – 12-foot Depth Per LF	\$ 90.00	\$ 90,000.00
14	500 LF	Install Only 8-inch Diameter Gravity Sewer 12 – 16-foot Depth Per LF	\$ 115.00	\$ 57,500.00
15	500 LF	Install Only 8-inch Diameter Gravity Sewer 16 – 20-foot Depth Per LF	\$ 140.00	\$ 70,000.00
16	500 LF	Install Only 2 – 4-inch HDPE Force Main Per LF	\$ 30.00	\$ 15,000.00
17	1,000 LF	Install Only 6 – 10-inch HDPE Force Main Per LF	\$ 35.00	\$ 35,000.00
18	500 LF	Install Only 10 – 16-inch HDPE Force Main Per LF	\$ 65.00	\$ 32,500.00
19	30	Install Only Sanitary Sewer Cleanout Per EA	\$ 875.00	\$ 26,250.00
20	30	Install Only Manhole Frame and Cover Replacement Per EA	\$ 625.00	\$ 18,750.00
21	30	Install Only Manhole Height Adjustment Per EA	\$ 625.00	\$ 18,750.00
22	14	Furnish and Install Bypass Pumping Per Day	\$ 3,750.00	\$ 52,500.00
23	1,000 LF	Install Only 1 – 4-inch PVC Water Services Per LF	\$ 22.00	\$ 22,000.00
24	1,000 LF	Install Only 6-inch D.I. Water Main Per LF	\$ 25.00	\$ 25,000.00
25	2,000 LF	Install Only 8-inch D.I. Water Main Per LF	\$ 30.00	\$ 60,000.00
26	2,000 LF	Install Only 12-inch D.I. Water Main Per LF	\$ 35.00	\$ 70,000.00
27	15	Install Only Fire Hydrant Assembly Per EA	\$ 4,375.00	\$ 65,625.00
28	30	Install Short Side Water Service Per EA	\$ 1,000.00	\$ 30,000.00
29	30	Install Long Side Water Service Per EA	\$ 1,500.00	\$ 45,000.00
30	2,500 LF	Furnish and Install Silt Fence Per LF	\$ 8.00	\$ 20,000.00

31	50	Furnish and Install Wattles Per EA	\$ 12.00	\$ 600.00
32	1,000 SY	Furnish and Install Final Grassing Per SY	\$ 4.00	\$ 4,000.00
33	1,000 SY	Furnish and Install Solid Sod Per SY	\$ 9.00	\$ 9,000.00
34	5,000 SF	Concrete Demolition Per SF	\$ 4.00	\$ 20,000.00
35	5,000 SF	Asphalt Demolition Per SF	\$ 4.00	\$ 20,000.00
36	2,500 SF	Furnish and Install Concrete Sidewalk Per SF	\$ 7.00	\$ 17,500.00
37	2,500 SF	Furnish and Install Concrete Paving Per SF	\$ 10.00	\$ 25,000.00
38	1,000 LF	Furnish and Install Concrete Curb and Gutter Per LF	\$ 40.00	\$ 40,000.00
39	500 SY	Furnish and Install Temporary Asphalt Patch Per SY	\$ 80.00	\$ 40,000.00
40	500 SY	Furnish and Install Final Asphalt Paving Per SY	\$ 75.00	\$ 37,500.00
41	14	Implement Traffic Control to Facilitate Construction/Repair Per Day	\$ 3,000.00	\$ 42,000.00
Total Amount Bid				1,451,975.00

IF CORPORATION, PARTNERSHIP, OR JOINT VENTURE

ALABAMA

W.R. MITCHELL CONTRACTOR, INC.

Name of Corporation, Partnership, or Joint Venture

State of Incorporation

Company Representative

WILLIAM M. MCGOUGH

VICE PRESIDENT

Print Name of Representative Authorized to Sign Contracts for the firm

Position or Title

Signature of Representative Authorized to Sign Contracts for the firm

Print Name(s) of Others if a Partnership

Address

Address

City, State, Zip Code

251-456-6576

251-456-0048

Phone Number

Fax Number

mitchellwrcontra@bellsouth.net

Primary E-mail Address

AL General Contractor License No. (Attach Copy)

6334

AL General Contractor License Major Categories

AL General Contractor Specialties

AL Foreign Corporation Entity ID (Required of Out of State Vendors)

NOTARY FOR INDIVIDUAL, PARTNERSHIP, CORPORATION, OR LLC

STATE OF ALABAMA }
COUNTY OF Mobile }

I, the undersigned authority in and for said State and County, hereby certify that WILLIAM M. MCGOUGH
W.R. MITCHELL CONTRACTOR, INC. Bid Signer
As VICE PRESIDENT respectively of Title Company Name

Whose name is signed in the foregoing document and who is known to me, acknowledged before me on this day, 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 27 day of September, 2022



NOTARY PUBLIC Robin W. Beersdorf

MY COMMISSION EXPIRES 7/12/2023

EXPERIENCE OF BIDDER:

Unless advised by the awarding authority in the Advertisement for Bids that the same is not required, the Bidder submits the following list of at least three clients for whom projects involving construction of similar projects have been performed within the past 5 years.

1. MOBILE AREA WATER & SEWER (MAWSS) 251-694-3100
Name of Client P.O. BOX 180249 Telephone Number MOBILE, AL.
Street DOG RIVER LIFT STATION \$1,088,352.00 City COMPLETION DATE: 11/23/2021
Facility MOTT MACDONALD Size 251-343-4366 Date
Name of Engineer of Record MOTT MACDONALD Telephone Number
Name of Engineering Firm

2. MOBILE AREA WATER & SEWER (MAWSS) 251-694-3100
Name of Client P.O. BOX 180249 Telephone Number MOBILE, AL.
Street HALLS MILL & ESLAVA LIFT STATIONS VALVE REPLACEMENT \$628,750.00 City COMPLETION DATE: 1/14/2022
Facility GOODWYN, MILLS & CAWOOD, INC. Size 251-450-4423 Date
Name of Engineer of Record GOODWYN, MILLS & CAWOOD, INC. Telephone Number
Name of Engineering Firm

3. MOBILE AREA WATER & SEWER (MAWSS) 251-694-3100
Name of Client P.O. BOX 180249 Telephone Number MOBILE, AL.
Street STICKNEY WTP FILTER DISCHARGE \$407,200.00 City COMPLETION DATE: 2/15/2021
Facility HDR Size 251-436-0004 Date
Name of Engineer of Record HDR Telephone Number
Name of Engineering Firm

3.9 PERFORMANCE OF WORK BY CONTRACTOR:

The Bidder shall perform at least 50 percent of the work with his own forces (refer to the INSTRUCTIONS TO BIDDERS).

3.10 SUBCONTRACTORS:

Unless the same information has been provided in the prequalification statement, the Bidder further certifies that if his bid is accepted, the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work:

Description of Work

Name

EXPERIENCE OF BIDDER:

Unless advised by the awarding authority in the Advertisement for Bids that the same is not required, the Bidder submits the following list of at least three clients for whom projects involving construction of similar projects have been performed within the past 5 years.

1. _____
Name of Client Telephone Number

Street City

Facility Size Date

Name of Engineer of Record Telephone Number

Name of Engineering Firm

2. _____
Name of Client Telephone Number

Street City

Facility Size Date

Name of Engineer of Record Telephone Number

Name of Engineering Firm

3. _____
Name of Client Telephone Number

Street City

Facility Size Date

Name of Engineer of Record Telephone Number

Name of Engineering Firm

3.9 **PERFORMANCE OF WORK BY CONTRACTOR:**

The Bidder shall perform at least 50 percent of the work with his own forces (refer to the INSTRUCTIONS TO BIDDERS).

3.10 **SUBCONTRACTORS:**

Unless the same information has been provided in the prequalification statement, the Bidder further certifies that if his bid is accepted, the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work:

Description of Work _____

Name

Street _____
City State Zip

Description of Work _____

Name _____

Street _____
City State Zip

Description of Work _____

Name _____

Street _____
City State Zip

3.11 SURETY:

If the Bidder is awarded a construction contract on this Proposal, the Surety who provides the Performance Bond and Payment Bond will be:

Old Republic Surety Company whose address is
P.O. Box 1635 Milwaukee WI 53201
Street City State Zip

Single Job Bond Limit _____ Aggregate Job Bond Limit _____

Attached hereto is a Bid Bond or (Check) for the sum of _____ (\$

_____ according to the conditions under "Instructions to Bidders" and provisions therein.

Dated this 27 day of September 2022

[END OF BID PROPOSAL]

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 a Cable Modem Service for Barnwell, Founders, and Manley Parks for the IT Department with Mediacom (MCC Telephony of the South, LLC) as Sole Source Provider with a three (3) year contract; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The cost will not-to-exceed \$19,372.05.

ADOPTED ON THIS 24TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 10/14/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of the Cable Modem Service for Barnwell, Founders, and Manley Parks

Project Location: Barnwell, Founders, & Manley Parks

Presented to City Council: 10/24/2022

Resolution #: Approved _____

Funding Request Sponsor: Jeff Montgomery, Director of Information Technology

Changed _____

Rejected: OCT 18 '22 2:44:57 JAW

Project Cash Requirement Requested:

Cost: \$ 5,124.15 \$5,124.15 for FY2023. \$6,332.40 Per Year for Three years plus 374.85 installation Fee

Vendor: Mediacom

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Wastewater Sanitation Cap Project Impact Gas Tax 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 Meter-19 IT-16
Fleet-46 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: 001250-60380
G/L Acct Name: _____

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

Project Budgeted: \$ 5,125.00
Balance Sheet Item Included in projected cash flow

Over (Under) budget amount: \$ (0.85)

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

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 10/11/2022

Purchasing Memo Date: 10/11/2022

Delivered To Date: 10/14/2022

Request Approved Date: 10/14/2022

Request Approved Date: 10/14/2022

Approved Date: 10/14/2022

Signatures: Aislin Stone
Aislin Stone

Signatures: Kim Creech
Kim Creech

Signatures: Sherry Sullivan
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
Treasurer

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

From: 
Erin Wolfe, Purchasing Manager

Date: October 11, 2022

Re: **Green Sheet and City Council Approval for the Procurement of the Cable Modem Service for Barnwell, Founders, and Manley Parks**

The I.T. Director, Jeff Montgomery, requests approval to procure Cable Modem Service for Barnwell, Founders and Manley Parks. The cable modem service is to be used for camera surveillance at the fields.

Mediacom (MCC Telephony of the South, LLC) is the sole source provider in this area for this type of connection. The monthly cost per park is One Hundred Seventy-Five Dollars and Ninety Cents (\$175.90). In addition, there will be one time installation/set up fees for each park of One Hundred Twenty-Four Dollars and Ninety-Five Cents (\$124.95). The total cost for the three (3) year contract is Nineteen Thousand Three Hundred Seventy-Two Dollars and Five Cents (\$19,372.05).

NOTES:

See Attached Vendor Proposals for Details.

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement of Cable Modem Service for Barnwell, Founders, and Manley Parks at a cost of \$19,372.05 to Mediacom for a three (3) year contract.

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

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

CC: Jeff Montgomery, Clint Steadham

BUSINESS SERVICES AGREEMENT ORDER FORM

This Business Services Agreement, MC-555022, is made by and between MCC Telephony of the South, LLC ("**Mediacom**") and City of Fairhope, Barnwell Park with billing address of . . . ("**Customer**"). The real estate and improvements commonly known as City of Fairhope, Barnwell Park located at 7754 US 98 At Fairhope, AL 36532 (the "**Premises**").

Mediacom operates a cable television system serving an area that includes the Premises (the "**System**"). The television programming, Internet access, Business Phone and other services that Mediacom from time to time offers to subscribers through the System are referred to as "**Mediacom Services**". Customer agrees to purchase from Mediacom, during the Service Term specified below, the Mediacom CATV Service, Mediacom Online Service and/or Mediacom Business Phone (collectively, the "**Services**") solely for use by Customer, employees and invitees while on the Premises.

This Agreement contains the terms for Customer's use of the Mediacom Services it orders as provided below. References to "**this Agreement**" are to the following, collectively: (i) this form, (ii) the referenced General Terms (the "**General Terms**"), (iii) any Operating Policies applicable to the users of any Mediacom Service generally, (iv) in the case of Mediacom Business Phone, tariffs, and (v) any other terms that are made applicable to any such Mediacom Service pursuant to the General Terms or such Operating Policies, tariffs or Service Guide, in each case as amended, supplemented or otherwise modified from time to time in accordance with the provisions of this Agreement.

Term of Service:	3 Years				
Product Description	Quantity	Year 1 Monthly Rate*	Total Year 1 Monthly Rate	Install/Setup Fee	
Installation charge	1	\$0.00	\$0.00	\$99.95	
Static IP (Qty 1)	1	\$5.95	\$5.95	\$25.00	
Internet Modem	1	\$0.00	\$0.00	\$0.00	
100/10Mbps	1	\$169.95	\$169.95	\$0.00	
Totals:			\$175.90	\$124.95	

Monthly Rate and listed charges do not include federal, state and local taxes, other governmental charges, copyright fees, FCC fees, franchise fees or pass-throughs, or service surcharges, which will be added to invoices and are due upon activation of the applicable service.

THIS SERVICE TERM INCLUDES AN AUTOMATIC MONTHLY RATE INCREASE ON PRODUCT BUNDLE OR DATA SERVICE EFFECTIVE ON EACH ANNIVERSARY OF START DATE THROUGHOUT THE SERVICE TERM. THE MONTHLY RATE WILL INCREASE BY \$20 (TWENTY DOLLARS) EACH ANNIVERSARY OF START DATE.

- 1. ORDER EVALUATION; CUSTOMER COMMUNICATION; MEDIACOM'S RIGHT TO TERMINATE AGREEMENT:** After the final execution of this Agreement, Mediacom will conduct a more detailed evaluation of the actions and items needed to be completed, including but not limited to whether permits or easements are required, and a more precise accounting of its related construction costs to provide Service. Upon completion of that evaluation, Mediacom will send you notice via email or another communications method informing you of the same (the "Customer Communication"). In some cases, Mediacom may determine, based on such evaluation, that it cannot or is unwilling to provide the Service(s) on the terms stated herein. In those cases, Mediacom has the right to terminate this Agreement with no further liability or obligation by providing written notice to Customer.
- 2. ESTIMATED CONSTRUCTION COSTS; CUSTOMER'S RIGHT TO TERMINATE; COMMENCEMENT OF CONSTRUCTION:** The estimated construction cost is the amount Mediacom estimates it may cost to build its network so that it may provide the Service(s) requested by Customer; the actual construction cost may vary based on the specific project and may be more (or less) than the estimate. Customer may, as its sole right and remedy, terminate this Agreement with no further liability by giving Mediacom written notice within 3 days of receipt of the Customer Communication. If Mediacom does not receive notice of termination within 3 days, Mediacom shall commence construction.
CUSTOMER IS NOT RESPONSIBLE FOR PAYMENT OF THESE CONSTRUCTION COSTS UNLESS CUSTOMER TERMINATES THE AGREEMENT AFTER CONSTRUCTION BEGINS IN ACCORDANCE WITH SECTION 3 BELOW.
- 3. SERVICES START DATE; PRE-START-DATE TERMINATION LIABILITY; CUSTOMER'S RIGHT TO TERMINATE:** The Services "**Start Date**" is the date that Mediacom first makes the Service available to the Customer. In the event the Customer terminates any Service or all Services at any time after construction commences and prior to 30 days after the Start Date, Customer shall pay Mediacom on demand the cost of any documented construction expenses or installation charges incurred by Mediacom prior to such termination. Notwithstanding the foregoing, if the Start Date does not occur within 90 days after construction commences, and such delay is not caused by Customer's acts or omissions or a force majeure event, Customer may, as its sole right and remedy, terminate this Agreement with no further liability by giving Mediacom written notice within seven days after such 90-day period expires.
- 4. POST-START-DATE EARLY TERMINATION LIABILITY:** The Parties agree that it would be exceedingly difficult to accurately measure the damages from Customer's breach of its obligation to purchase any Service for the Service Term or obligations under Section 18 of the General Terms. In the event of any such breach, Mediacom may, in addition to exercising its termination rights, elect as a remedy payment by Customer, as liquidated damages and not as a penalty 75% of the combined Monthly Service Fees for the Services multiplied by the number of months remaining in the Service Term (for example, if the combined Monthly Service Fees is \$100 and 10 months are remaining on the Service Term, customer would pay \$750 in liquidated damages (\$100 x 10 months = \$1,000 x 75% = \$750)).
- 5. SERVICE TERM; RENEWAL:** Unless earlier terminated pursuant to this Agreement, the Service Term begins on the Start Date and ends the number of months in Service Term (as indicated above) following the Start Date (the "**Initial Term**"). This Agreement will automatically renew at the then current rates for successive one-month terms (each, a "**Renewal Term**"), with all Renewal Terms and the Initial Term collectively being the "**Term**") upon the expiration of the Initial Term or any Renewal Term, unless earlier terminated pursuant to this Agreement or either party notifies the other in writing at least 30 days prior to the end of the then-current term that it does not wish to renew. For billing purposes, billing will begin as of the Start Date.
- 6. 30-DAY MONEY BACK GUARANTEE:** Customer may terminate this Agreement within the first 30 days after the Start Date if Customer is not 100% satisfied with any Mediacom Business service(s) and receive a full refund of the monthly service fee and standard installation fee actually paid. A new contract or service change request will be required for any and all remaining Services and rates may be different due to the reduction in Services received. Equipment must be returned within 7 days of termination. Construction costs are additional costs and are not part of the 30-day money back guarantee and are subject to reimbursement in accordance with Section 3 above. This 30-day money back guarantee only applies to Services ordered under this Agreement.

MEDIACOM BUSINESS

By its signature below, each party acknowledges that it has read this Agreement, including the General Terms and incorporated terms located at https://mediacombusiness.com/MediacomBusiness_General_Terms_8.pdf, and agrees to its terms effective as of date signed by Customer ("Effective Date").

MCC Telephony of the South, LLC
Mediacom

City of Fairhope, Barnwell Park
Customer

Signature

Signature

Printed Name

Printed Name

Date

Date

Notification email: ccbus@mediacomcc.com
patrick.mcwilliams@mediacomcc.com (251) 200-2611

Name(s) of Authorized Representatives for Customer: Patrick McWilliams

Commercial Facilities Agreement For CATV,**Mediacom Online Services, Managed Wi-Fi and Mediacom Business Phone—General Terms****1. Access to Premises**

Customer agrees to provide Mediacom all necessary or desirable access at all reasonable times to the Premises, adequate secured space in the Premises for the cable, wiring, equipment and other items supplied by Mediacom (“Mediacom Facilities”) and adequate electrical power, climate control and protection against fire, theft, vandalism and casualty, to insure that non-Mediacom-supplied wiring, equipment and other items in the Premises are adequate and compatible with the Mediacom Facilities and to obtain all governmental and other third-party authorizations needed for access to and work on the Premises. Access shall be permitted 24 hours a day, seven days a week to deal with an outage or emergency.

2. Purchase of Services; No Resale

Other than Customer’s authorization of Service to End Users for use in accordance with this Agreement, Customer shall not, and shall not permit any End User or other person to, (i) resell, distribute or provide any Service to any person(s), (ii) provide or extend any Service for secondary uses in any location other than the Premises or (iii) use any Service for any unlawful activity, engage in any unauthorized copying, taping, posting, downloading, sharing or other reproduction or dissemination of any third party’s copyrighted or proprietary music, movies, television programming or other material or disable or interfere with any copy/retransmission protection technology contained in the signal of any programming service or otherwise used.

3. Fees and Charges

Customer agrees to pay Mediacom, when due, the Monthly Service Fee for each Service, all other fees and charges provided for in this Agreement and all federal, state and local taxes, copyright, FCC and franchise fees and pass-throughs and other governmental charges or surcharges from time to time levied upon Customer or Mediacom because of or based on the services or other items furnished (excluding taxes on Mediacom’s income). All recurring Monthly Service Fees are billed in advance. Nonrecurring charges are due at time of service. If Mediacom, at any time or from time to time, increases the monthly fee or charge for the System’s full-rate customers for any service corresponding to a Service (or any component thereof) or for any related equipment, then the applicable Monthly Service Fee shall automatically and correspondingly increase as of the same date. All fees and other amounts may be billed and will be due in accordance with Mediacom’s standard practices in effect from time to time. Overdue payments accrue interest at 1.5% per month or, if less, the maximum lawful rate. Customer shall reimburse Mediacom for its collection agency fees, attorneys’ fees and other reasonable costs and expenses of collecting any overdue amount. The Monthly Service Fee for each Service includes the kind and level of support service, if any, that Mediacom normally provides without separate charge in the same community to customers receiving comparable service. Mediacom may charge Customer for additional support service. If, for any period, support for the Premises exceeds that typical for similar customers, Mediacom may charge Customer an appropriate additional fee.

4. Relationships With End Users

Customer shall be solely responsible for entering into and performing all agreements and arrangements related to provision of any Service to End Users, including connecting or disconnecting the Service. Usage of any Service by any End User or other person in or through the Premises shall be subject to, and constitutes acceptance of, Mediacom’s applicable subscription or customer agreement, terms, conditions and policies, as from time to time in effect and modified or replaced by Mediacom in its discretion (“Subscriber Terms”). Continued use of any Service after any change to or replacement of the Subscriber Terms constitutes acceptance. Mediacom may suspend or terminate any or all Services to the Premises as a whole if Customer breaches this Agreement, if Mediacom believes in good faith that any user on the Premises may have violated any applicable Subscriber Terms or under any other circumstances stated in the Subscriber Terms.

5. Equipment**5.1 Customer Premise Equipment Supplied by Mediacom**

If requested by Mediacom, Customer shall promptly replace customer premises equipment supplied by Mediacom that is installed on the Premises (“CPE”) with substitute equipment and return the original equipment to Mediacom unless it is equipment that Customer has purchased and paid for in full (“Purchased Equipment”). If Mediacom upgrades or otherwise changes the kind of required CPE generally throughout the System, then it may increase the applicable Monthly Service Fee by the amount of any increased charge for the newly required item (and for any integrated services) that it from time to time applies generally within the System. On the date that the Service Term ends for any reason, Customer shall promptly return any and all CPE in Customer’s possession or control (other than Purchased Equipment) to Mediacom.

5.2 Equipment Not Supplied by Mediacom

In addition to a cable modem, use of the Service requires that a User supply their own computers, Ethernet devices (if required) and operating systems that meet our technical requirements, and Customer acknowledges that Mediacom has made those requirements available to Customer before the execution and delivery of this Agreement. If the Service cannot be used because of the incompatibility of any of such items with the Service, Customer will remain liable for all fees and charges under this Agreement. Customer is solely responsible for any unavailability, degradation or interruption of the Service, damage to equipment, software or property or loss of data or other consequences suffered by Customer or any User resulting from use by Customer or other Users of any modem, computer, operating system or other item that does not conform to our technical requirements. Mediacom will not be obligated to provide customer support relating to any issues or problems that result from use of any such nonconforming item. The fact that we rent, sell, recommend, require or approve a cable modem, computer, operating system or other item for use in the Service does not make us responsible if it has defects or problems. It is strongly recommended

that the number of computers connected through a proxy or hub not exceed five computers per modem. Mediacom is not responsible or liable for any degradation in speed or functionality of the Service or other consequences if Customer does not follow that recommendation. Mediacom is not responsible for the performance, maintenance or repair of equipment or other items it does not furnish.

6. User Software

In connection with the Service, Mediacom may periodically require or permit Customer to download, install or use software or firmware and related documentation ("Software") that is (or claimed as) the intellectual property of Mediacom or of one or more of its affiliates, licensors or suppliers ("our Licensors"). Use of any such Software is governed by this Agreement and any additional terms that Mediacom identifies as applicable, as they may be periodically modified or replaced ("Additional Terms").

7. Certain Obligations of Customer.

Customer shall take reasonable steps to protect the Mediacom Facilities and all other property of Mediacom from damage, loss or theft while on the Premises and shall pay the reasonable costs of repairing or replacing any item suffering such loss, theft or damage not caused by Mediacom. Customer shall not, and shall not permit any End User or other person to, (i) interfere with provision of Mediacom Services or disturb, alter, disconnect, move or interfere with any of the Mediacom Facilities or grant any easement or right that could have any such effect, (ii) attach, connect, interconnect, install or place any equipment, cable, wire, fiber or other item to, with, through or in any Mediacom Facilities or any related conduits, racks, lock boxes, connection boxes, distribution frames or similar items or (iii) use any of the Mediacom Facilities in any manner or for any purpose except as expressly authorized by Mediacom in writing.

8. Mediacom Business Phone

8.1 Tariffs

Telephone Services may be provided pursuant to rates, terms, and conditions contained in tariffs on file with state and/or federal regulatory authorities, and Mediacom may amend such tariffs and Telephone Service shall be subject to such tariffs, as amended.

8.2 International Services

If Customer wishes to subscribe to or use International Calling Services from Mediacom, Customer may activate that function by providing Mediacom a credit card number to secure payment for such services. Customer will be billed for all services including International Calling monthly and shall pay all invoices timely.

8.3 Customer Proprietary Network Information ("CPNI")

Pursuant to federal law, CPNI is (A) information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by Customer, and that is made available to Mediacom by Customer solely by virtue of the carrier-customer relationship; and (B) information contained in the bills pertaining to telephone service received by Customer. Mediacom will not use, disclose, or permit access to Customer's CPNI except in connection with the provision of services from which such information is derived, or as authorized or required by federal law, or as expressly authorized by Customer. The Federal Communications Commission ("FCC") has adopted additional rules in 47 C.F.R. § 64.2010 that would restrict our ability to disclose certain information to or permit certain changes to accounts by inbound callers or visitors to our offices, and that would regulate our ability to provide customers with account access over online portals. However, the FCC permits business customers and their telephone service providers to agree to more flexible customer authentication methods that are better suited for an efficient business relationship. Customer hereby agrees that its dedicated account representative assigned by Mediacom and Mediacom's personnel who are responsible for commercial accounts may disclose your CPNI or make changes to your account at the request of persons that they reasonably believe to be your authorized representatives, that Mediacom may provide online access to your CPNI in any commercially reasonable manner, and that the requirements of Section 64.2010 of the FCC's rules shall not apply to the relationship between Mediacom and Customer.

9. Mediacom Online Service

9.1 Services

The Services may be used only by Customer's authorized users while physically present at a Service Location or Premises, except that Customer may allow its employees to also access the Service through Customer's internal network from authorized remote locations. The only authorized users of the Service are your employees and persons whom you allow to use the Service while at a Service Location in furtherance of a commercial relationship with you. Neither you nor any User may directly or indirectly (i) resell the Service to any person in any manner, or (ii) use the Service in support of or otherwise in connection with the sale of any telecommunications, Internet access or television or other video or music service to third parties. Customer is responsible for providing technical or other support required by any User. "User" means you and any other person that uses or accesses any Service, whether or not authorized. You are responsible for restricting use of the Service to authorized Users for authorized purposes. Without limiting the generality of the foregoing, if Customer permits or makes possible use of the Service by any person under eighteen, Customer is responsible for such use and agrees to hold Mediacom harmless from such use. Mediacom recommends that any such use by a minor be permitted only under the supervision of a responsible adult. Inclusion in this Agreement of references to Users does not give any User any right or remedy.

9.2 IP Addresses

Unless the ISP Features expressly include assignment of static IP addresses, IP addresses related to the Service will be dynamically assigned. IP addresses are subject to the policies and procedures of any third party from whom Mediacom obtains such addresses and of the Internet Assigned Numbers Authority, the registrar authorizing the use of the IP addresses, and the Internet Engineering Task Force, the issuing registrar. Mediacom

makes no representations or warranties regarding: (i) the ability to obtain or to continue to use any particular IP addresses, or (ii) the route ability of any IP addresses. Customer's use of all IP addresses allocated to Customer by Mediacom must cease upon expiration or termination of this Agreement. All IP addresses assigned by Mediacom will continue to be the property of Mediacom or its suppliers, are not transferable by Customer and must be relinquished by Customer upon the expiration or termination of this Agreement.

9.3 Acceptable Use Policy

(a) Use of the Service by each User must comply with Mediacom's Business Acceptable Use Policy (the "BAUP"). The BAUP is posted online at business.mediacomcable.com/baup and any future changes will be posted there or at another Webpage we designate by notice to Service customers. Since the BAUP may be revised periodically, Customer and other Users should regularly visit the appropriate webpage to be sure the most recent version is being followed. The Service shall not be used by Customer or any other User in any way that violates any law, infringes, violates or constitutes a misappropriation of any person's intellectual property, publicity, privacy or other legally protected rights, otherwise violates the BAUP, interferes with the use of the networks and services of Mediacom by any other customer or subjects Mediacom or any of its suppliers, contractors, agents or affiliates to liability. Mediacom shall not be liable to Customer or any other User for any action we take if we believe that Customer or any other User has violated the BAUP, any law or regulation or any third-party rights. Customer agrees that those actions may include immediate suspension or termination of the Service or removal of or restriction of access to content or material. We may take those actions without notice to Customer or any other User. The Service may also be subject to blocking if used in a manner that places a disproportionate burden on the Mediacom Network or any of the Shared Networks, impairs services received by other customers or otherwise adversely affects Mediacom, its service providers or any of the Shared Networks. (b) Subject to applicable law, Mediacom may, at any time and periodically modify or replace our Acceptable Use Policy. Mediacom will give Customer at least ten days' prior notice of any such changes that, in our good faith judgment, materially adversely affect Customer's rights or obligations under this Agreement or otherwise with respect to the Service, except that shorter advance notice may be given if We believe reasonably and in good faith that We or the Service might be adversely affected if longer notice were given. We will give notice by a posting at business.mediacomcable.com/baup (or another Web location of which Customer is notified) or via e-mail, postal mail or another appropriate means. Customer will ensure that all Users are informed of and comply with the terms of this Agreement, including Mediacom's AUP. Customer will be liable for any non-compliance by any User.

9.4 Risks of Internet Usage

The Service enables access to the Internet and, therefore, to the Websites and content of third parties, some of which may be offensive to Customer or some Users or may violate law or protected rights of others. Third parties may misuse the Internet, including to promote fraudulent schemes or to sell products or services that are misrepresented. Mediacom has no responsibility or liability with respect to the Websites, information, products, services, content or other materials of third parties that are accessed, distributed, provided or advertised through or over the Service. Technological characteristics of the Internet and methods of access may create the risk that third parties will gain unauthorized access to a User's computer, files and communications or learn about the User and his, her or its activities. Use of the Internet may result in the introduction into Customer's or a User's computers or internal network of computer viruses or other harmful elements. The foregoing is not an exhaustive list of the risks associated with Internet access and Customer fully understands those risks. It is Customer's or each User's sole responsibility to prevent and detect unauthorized access, to protect against damage to or destruction of hardware, software, files and data because of infection by computer virus or other harmful attacks and other risks. Mediacom is not responsible or liable for the actions of third parties or harm, loss, damage or other consequences to Customer or Users resulting from such actions. Use of the Service is at your and each User's own risk, whether or not you use any security, antivirus or other software, technology or method at our recommendation or otherwise.

10. Termination

If either party materially breaches its representations, warranties, covenants, agreements or obligations under this Agreement, the other party may terminate this Agreement upon at least thirty days' prior written notice, unless such breach is cured within the notice period. If the breach is of such a nature that it cannot reasonably be cured within the notice period, but it is curable and the party in breach promptly begins and diligently continues to cure it, there shall be a reasonable additional period to complete the cure. Failure by Customer to make any payment due or a breach of Section 2, 6, 7 or 20.11 of this Agreement shall constitute a material breach that shall not be curable. Initial and continued availability of any Service is conditioned upon compliance by Customer with this Agreement, including all incorporated terms, and completion by Mediacom of the necessary and desirable construction, installation and other work. Mediacom may terminate its obligation to activate or provide any Service if it encounters unanticipated or higher than expected costs or expenses. Mediacom, in its discretion, may terminate this Agreement in whole or as to one or more Services at any time upon at least 60 days' prior written notice.

11. Effects of Termination

Upon expiration or termination of any Service or this Agreement for any reason (i) Customer must pay all accrued and unpaid fees and charges; (ii) Mediacom's access rights granted above shall continue for the period reasonably required (but in no event less than 120 days) for Mediacom to recover its property from the Premises; (iii) Customer and End Users must return all Mediacom-furnished equipment, software or other items (except Purchased Equipment) in good condition, ordinary wear and tear resulting from proper use excepted; (iv) subject to all applicable limitations and exclusions, all rights or remedies arising out of a breach of this Agreement shall survive for the applicable statute of limitations; and (v) the provisions of this Agreement which state that they survive or which reasonably should be expected to survive expiration or termination (including any provisions relating to disclaimers, limitations or exclusions of warranties and liability, confidentiality or indemnification) shall survive indefinitely.

12. Warranty Disclaimer

To the maximum extent permitted by law, Mediacom disclaims all warranties not expressly and specifically set forth herein, whether express or implied, including any warranty of merchantability or fitness for a particular purpose, that Mediacom's systems, equipment, software or services will be free of errors, outages or defects, as to upstream or downstream transmission speed or arising from course of dealing or practice.

13. Outages, Etc.

Mediacom shall not be liable for any outage, loss of functionality, interruption, deficiency in quality, speed or reliability of or other defect or deficiency in any Service (an "outage or defect") or any consequence that, directly or indirectly, in whole or in part, is caused by or results from any force majeure event or any act or omission of Customer, any End User or any other third party. If any outage or defect is caused solely by the willful misconduct or gross negligence of an authorized employee or agent of Mediacom, then Mediacom's sole liability and responsibility shall be (i) to use commercially reasonable efforts to correct the problem within a reasonable time and (ii) if such outage or defect causes the Service to be unavailable to all or substantially all of the Premises for twenty-four consecutive hours or more, to allow Customer a credit against future Monthly Service Fees for such Service equal to one-thirtieth of the Monthly Service Fee for each period of twenty-four consecutive hours of interruption, with a maximum of three credits in any calendar month. This Section supplements, and does not supersede, modify or otherwise affect, any other exclusions, disclaimers or limitations of liability in this Agreement.

14. No Consequential Damages

To the maximum extent permitted by law, Customer agrees that none of the Mediacom Parties shall be liable (whether based on contract, warranty, negligence, strict liability or other legal or equitable theory or cause of action) for any indirect, incidental, consequential, reliance, special or punitive damages (or similar damages, however denominated) directly or indirectly arising out of, resulting from or relating to this Agreement or its subject matter, performance, nonperformance or breach, any of the Mediacom Facilities or any Mediacom Service, even if aware that they could result. This Section shall survive failure of any other disclaimer, exclusion or limitation or a finding of failure to provide an effective remedy. "Mediacom Parties" means Mediacom and its stockholders, partners, members, affiliates, directors, officers, employees, contractors, agents or representatives.

15. Limit On Direct Damages

To the maximum extent permitted by law, Customer agrees that none of the Mediacom Parties shall be liable (whether based on contract, warranty, negligence, strict liability or any other legal or equitable theory or cause of action) for damages directly or indirectly arising out of, resulting from or relating to this Agreement or its subject matter, performance, nonperformance or breach, any of the Mediacom Facilities or any Mediacom Service in an amount that is, in the aggregate, for any and all persons and any and all claims, in excess of the lesser of (i) the Monthly Service Fees actually paid to Mediacom by Customer during the three months ended most recently before the date liability for such damages arose or (ii) Five Hundred Dollars.

16. Essential Element Of The Bargain

Each of the parties waives any claim for damages or costs excluded under this Agreement or in excess of any limit contained in this Agreement. The provisions of Sections 12, 13, 14 and 15 and this Section 16 are essential elements of the bargain reflected in this Agreement and the parties intend for them to be strictly enforced. If, in a final decision of a court having jurisdiction (not subject to further appeal), it is nonetheless held that any of the disclaimers, exclusions or limitations contained herein may not be enforced, then in such jurisdiction the liability of Mediacom (or any of the other Mediacom Parties) to any and all persons for any and all claims shall be limited to the smallest amount permitted by applicable law.

17. Indemnification

Customer agrees to indemnify, defend and hold harmless each of the Mediacom Parties for, against and from any and all claims, demands, damages, losses, penalties, actions, proceedings, costs and expenses, including attorneys' fees, directly or indirectly arising out of, resulting from or relating to (i) Customer's breach of this Agreement, (ii) injury to person or property or loss of life or property resulting from the condition or use of the Premises, unless directly caused by the gross negligence of Mediacom or its contractors, agents or representatives while acting within the scope of their employment, (iii) damage or loss to Mediacom or its affiliates or the Mediacom Facilities caused in whole or in part by Customer or any of its contractors, agents or representatives or any End User or other person in any Unit, (iv) noncompliance with any of the Subscriber Terms by any End User or other user of any Service or (v) any other act or omission of Customer or any of its contractors, agents or representatives.

18. Liquidated Damages

The parties agree that it would be exceedingly difficult to accurately measure the damages from Customer's breach of its obligation to purchase any Service for the full Service Term or obligations under Section 9. In the event of any such breach, Mediacom, in addition to exercising its termination rights, may elect as a remedy payment by Customer to Mediacom, as liquidated damages and not as a penalty the product of 75% of the combined Monthly Service Fees for the Services multiplied by the number of months remaining in the Service Term.

19. Arbitration

(a) Any and all claims or disputes (a "Claim"), including any past, present or future claims or disputes shall be resolved, upon the election of either you or us, by binding arbitration pursuant to this Arbitration Provision and the procedures of the National Arbitration Forum ("NAF") <http://www.adrforum.com/> or the American Arbitration Association ("AAA") <http://www.adr.org/>, as selected by the party electing to use arbitration. (b) If you do not wish to be bound by this arbitration clause, you must notify Mediacom in writing within 60 days after receiving a copy of this Agreement (Mediacom Legal Department, One Mediacom Way, Mediacom Park, NY 10918). (c) Whoever files the arbitration pays the initial filing fee. The arbitrator will decide who will ultimately be responsible for paying those fees. In no event will you be required to reimburse us for any arbitration filing, administrative, or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. (d) Any arbitration and its results shall be kept confidential, except as required by law or to enforce the award. (e) The arbitrator shall strictly enforce this Agreement and may not modify its terms. Except to the extent provided by substantive law, the arbitrator may award only damages or costs specifically permitted by this Agreement which are supported by admissible evidence and must apply all exclusions, disclaimers and limitations of liability contained herein. The arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court with jurisdiction. (f) Neither party is precluded from seeking interim injunctive relief from a court in order to preserve the status quo, prevent irreparable harm or protect assets or property until the arbitrator has been appointed and decided the matter of interim relief or resorting to court proceedings to enforce the other party's compliance with this Section 19. Nothing in this Section shall affect Mediacom's right to suspend or terminate this Agreement or any Service for non-payment or preclude it from bringing an action in court having

jurisdiction to collect unpaid amounts plus its collection costs, including attorneys' fees. (g) If any provision of this arbitration agreement should be found invalid or unenforceable by an arbitrator or court having proper jurisdiction, such a determination shall not affect the enforceability of the remaining provisions, which shall continue in full force and effect. However, this entire Section 19 shall be null and void with respect to any Claim if the "Class action waiver" paragraph above is held to be invalid or unenforceable with respect to such Claim by an arbitrator or court having proper jurisdiction.

20. Miscellaneous

20.1 Independent Contractors; No Agency; Service Changes; Service is Non-Exclusive

The parties are independent contractors. Neither party shall have the authority to act for or to assume, create or incur any liability or obligation binding upon the other party. Subject to mandatory, nonwaivable applicable law and the express provisions of this Agreement, Mediacom (i) may change the terms, conditions, restrictions and policies applicable to any Service or add, delete, discontinue or change the composition, features, specifications and functionality of any Service; and (ii) otherwise retains sole and absolute discretion as to all aspects of and matters relating to any Service. Without limiting the generality of the foregoing, Mediacom (i) may alter the CATV Service (if separate), add or delete programming networks or services or require use of a digital converter or other CPE to receive any or all networks or services, (ii) does not guarantee the availability or continued availability of any programming service, network, program, Website or content and (iii) may institute or change limits on number and storage capacity of e-mail accounts and personal Webspace, impose charges for bandwidth usage exceeding specified levels or take other actions that affect any Service's speed or other characteristics. Each Service is provided to Customer on a non-exclusive basis.

20.2 Force Majeure

Mediacom shall not be liable by reason of any failure or delay in the performance of its obligations because of strikes, shortages, fire, flood, weather, war, riot, terrorism, governmental action, labor conditions, earthquakes, interruptions in telecommunications services, Internet access, utilities or other services, acts or omissions of suppliers, carriers or other third parties, acts of God or any other cause beyond its reasonable control, whether or not similar to the foregoing.

20.3 Persons Bound; Assignability; No Third Party Beneficiaries

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, legal representatives and permitted assigns. Customer may not assign or delegate this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of Mediacom; provided, however, that Customer shall make the written assumption of this Agreement a condition of any sale, transfer or assignment of the Premises and shall notify Mediacom in the event of any such sale, transfer or assignment. Whether or not Customer complies with its obligation to require such assumption, the rights granted to Mediacom shall run with the land and this Agreement shall bind each and every owner of the Premises. Mediacom may assign this Agreement or assign, delegate or subcontract any of its rights or obligations hereunder to any of its affiliates, any successor (by sale of assets, merger or otherwise) to ownership or operation of the System or other person. No End User or other person is a third-party beneficiary of this Agreement. Customer shall not be a third-party beneficiary of any contract, agreement or arrangement between Mediacom and any End User.

20.4 Severability

If any provision of this Agreement or its application to any person or circumstance is held by a court with jurisdiction to be invalid or unenforceable, the remaining provisions, or the application of such provision to other persons or circumstances, shall remain in full force and effect. Such court may substitute a suitable and equitable provision to carry out, so far as may be valid and enforceable, the intent and purpose of the invalid or unenforceable provision and, if the court does not do so, the parties shall negotiate in good faith to agree upon such a provision. Any provision that is judicially unenforceable in any jurisdiction shall not be affected in any other jurisdiction.

20.5 Governing Law; Waiver of Jury Trial; No Class Actions

This Agreement shall be governed by the laws of the State in which the Premises are located; however, the Federal Arbitration Act shall govern the arbitrability of disputes regarding this Agreement and any Service. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any action, suit or proceeding arising out of or relating to this Agreement. To the maximum extent permitted by applicable law, the parties agree that there shall be no right to have any Claim litigated or arbitrated on a class action basis or as a claim brought in a purported representative capacity on behalf of persons similarly situated or the general public.

20.6 Entire Agreement

Customer accepts, and agrees that any Service shall be subject to, the Subscriber Terms, as they from time to time may be in effect and modified or replaced from time to time by Mediacom, with the same effect as though incorporated herein and as if Customer were a customer thereunder, except that any arbitration or payment provisions thereof are not incorporated. In the event of any conflict between the express provisions of the Subscriber Terms incorporated herein and the express terms of this Agreement other than such incorporated provisions, the express terms of this Agreement shall apply. This Agreement (including all incorporated terms) is the entire agreement between the parties pertaining to its subject matter. No course of dealing or practice shall be used to interpret, supplement or alter the express written terms of this Agreement. The statements made by a party otherwise than in an express written provision of this Agreement are not representations or warranties and do not create obligations. By entering into this Agreement, Mediacom does not waive or impair any easement, license or rights it or any of its affiliates may have to access to the Premises for any purpose under federal, state or local law, by contract or otherwise, and this Agreement does not supersede any other agreement by which any such easement, license or right is granted.

20.7 Amendments; Waivers; Counterparts

Amendments of this Agreement must be in writing and signed by both parties. No failure or delay in exercising any power, right or remedy will operate as a waiver. A waiver, to be effective, must be written and signed by the waiving party. This Agreement may be executed in counterparts,

each of which shall be deemed an original and all of which together shall constitute one and the same agreement. To be effective, any amendment or waiver on behalf of Mediacom must be signed by a duly authorized officer of Mediacom at the level of Vice President or above.

20.8 Specific Performance

Customer acknowledges that if it breaches any of its obligations under any of Sections 2, 6, 7, 8, 9 or 20.11 of this Agreement, Mediacom will be irreparably harmed, and damages will be inadequate to compensate Mediacom for such breach. Accordingly, without limiting any other right or remedy of Mediacom, Mediacom shall be entitled to specific performance or injunctive relief if there is any breach or threatened breach thereof. This does not preclude Mediacom from seeking specific performance or injunctive relief in any other circumstance.

20.9 Remedies Are Cumulative

Unless otherwise expressly stated in this Agreement, all remedies (including suspension and termination rights) available under or with respect to this Agreement are cumulative and in addition to all other remedies, if any, available at law or in equity. The prevailing party in any litigation or arbitration between the parties arising out of this Agreement shall be entitled to recover its court costs and reasonable attorneys' fees.

20.10 Binding Agreement

Customer represents and warrants that it has all necessary right, power and authority to enter into and perform this Agreement, and that this Agreement has been duly authorized, executed and delivered by, and constitutes a legal, valid and binding agreement of, Customer. The foregoing representation and warranty shall survive the execution, delivery, expiration or termination of this Agreement.

20.11 No Disclosure of Terms, Etc.

Customer shall not disclose to any third party the specific terms of this Agreement or any other information that Mediacom has provided or hereafter may provide to Customer and that is marked as confidential or proprietary or that because of its nature should reasonably be considered to be confidential or proprietary information of Mediacom or any third party, other than disclosure under an obligation of confidentiality to (i) its officers, employees, accountants and attorneys who need to know such information to perform their duties for Customer or (ii) any purchaser or bona fide prospective purchaser of the Premises.

20.12 Notices

Any notice required or permitted to be given to a party under this Agreement shall be in writing and shall be deemed given when delivered personally, the next business day after being sent by reliable overnight courier or forty-eight hours after it is deposited in the United States mail with registered or certified mail postage prepaid, in each case addressed to such party at its notice address below its signature to this Agreement or another address designated by at least ten days' prior written notice to the other party.

20.13 Certain Rules of Interpretation; Further Assurances

This Agreement shall be interpreted according to its fair meaning and not strictly for or against either party, regardless of authorship. All definitions apply equally to the singular and plural forms of the terms defined. Unless the context otherwise unambiguously requires, the word "or" means "and/or." The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "person" shall be broadly construed and includes any natural person, any corporation, trust, association, limited liability company, partnership, joint venture or other entity and any government or governmental agency, authority, body, instrumentality or subdivision. Whenever the context requires, any pronoun shall include the corresponding masculine, feminine and neuter forms. Headings in this Agreement shall not affect the interpretation of this Agreement. The parties shall cooperate with each other in carrying out the purposes of this Agreement and use their commercially reasonable efforts to cause third parties with whom they deal and whose cooperation is necessary to likewise cooperate.

20.14 Regulatory Change

If there is any change in any applicable law, rule or regulation or the interpretation thereof by any regulatory agency, court or other governmental entity or authority or any decision in any judicial or administrative case or arbitration which, in the reasonable opinion of Mediacom, would make the provision of any Service illegal or might, if Mediacom continued to perform this Agreement, subject Mediacom or any of its affiliates to any penalty, liability or new or increased regulation, require that Mediacom or any of its affiliates make any of its networks or facilities available to third parties, render the performance of this Agreement by Mediacom unprofitable or burdensome or subject Mediacom or any of its affiliates to any other adverse consequence, Mediacom may require that this Agreement be renegotiated in good faith to ameliorate the adverse effects of such change or decision to the extent reasonably possible or may terminate this Agreement upon written notice to Customer given at any time after such change or decision.

ADDITIONAL TERMS OF SERVICE FOR MEDIACOM BUSINESS MANAGED WI-FI SERVICE AND HOTSPOT USE

21. Mediacom Managed Wi-Fi

21.1 Wi-Fi Service

Mediacom Business Wi-Fi supported by a Mediacom Business-provided wireless router is a service available to certain Customers and provides wireless access to the Internet Service within the Premises ("Wi-Fi Network"), for which Customer may be charged a fee consistent with Mediacom's then-current practices. Customer must purchase Mediacom Online Service in order to receive Mediacom Business Managed Wi-Fi. The Mediacom provided Wi-Fi router comes programmed with certain default settings and configurations for the Wi-Fi Network. Customer may modify the default settings and configurations on the Mediacom provided Wi-Fi router although Mediacom Business recommends maintaining the default configuration and settings. Mediacom does not guarantee the security of the Mediacom provided Wi-Fi router and Customer's connection to the Online Service via the Wi-Fi Network. Customer understands and agrees that Customer is solely responsible for the security of

its Wi-Fi Network and must enable and use encryption in order to access Mediacom provided applications. Customer understands that this service is intended to be used by the Customer and its End Users and that Mediacom accepts no liabilities for any third-party usage.

21.2 Mediacom Business Wi-Fi Router

The Mediacom provided Wi-Fi router will collect and maintain certain information regarding access to and use of the Wi-Fi Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Mediacom to provide the Online Service and support, as well as for Mediacom's internal business analytics regarding the use of the Online Service. Customer acknowledges and agrees that Mediacom shall have access to the network name and password associated with the Mediacom provided Wi-Fi router in order to provide support and diagnostic services. Mediacom reserves the right to modify the Wi-Fi network name and password for the Mediacom provided Wi-Fi router in order to safeguard internet security, the security and privacy of Customer's information, where required by law, or for other good cause to provide, upgrade, and maintain the Online Service, and protect the network, other users of the Internet, or our customers and subscribers. Abusive, vulgar, offensive, inappropriate or profane Wi-Fi Network names are prohibited and may be modified in Mediacom's sole discretion. Customer acknowledges that the Mediacom provided Wi-Fi router is considered CPE and owned by Mediacom.

21.3 Mediacom Managed Wi-Fi Hotspot

Mediacom reserves the right to configure the Mediacom provided Wi-Fi router to distribute a wireless internet access point (i.e., a Mediacom Managed publicly accessible Wi-Fi Hotspot) separate from the Wi-Fi Network. Any use of bandwidth from such wireless access point by third parties will not be considered to be use by the Customer for any purpose. Customer shall have the right to disable such Wi-Fi Hotspot and shall not be responsible for the security of the Wi-Fi Hotspot.

- a. To be eligible to receive the Wi-Fi Hotspot, Customer must be receiving Mediacom Online Service. Subject to the foregoing, Mediacom will, and Customer grants Mediacom permission to, attach, install, maintain, operate, and upgrade Wi-Fi-related equipment, cables and devices ("Wi-Fi Equipment") on and within the Premises. The Wi-Fi Equipment will be operated by Mediacom, at no cost to Customer, in order to provide the Wi-Fi Hotspot at the Premises(s). Customer agrees to provide a standard power source for operation of the Wi-Fi Equipment.
- b. Customer's use of the Mediacom Managed Wi-Fi Hotspot is subject to the following additional terms and conditions:
 - i. The Wi-Fi Hotspot made available at Premises may be accessed by Customer and its End Users through their Mediacom accounts for no additional charge.
 - ii. To access the Wi-Fi Hotspot, Customer and its End Users and patrons must have a Wi-Fi-enabled device that meets the technical specifications for the Wi-Fi Hotspot.
 - iii. Customer grants Mediacom the right to advertise, market and otherwise promote Customer's location(s) as a Wi-Fi Hotspot access point(s), in any and all forms of media now known or hereafter developed, in Mediacom's sole discretion, and Customer grants Mediacom a license to use Customer's names, trademarks and logos in connection with such advertising, marketing and promotion.
 - iv. Customer will not be entitled to receive any refunds or credits should the Wi-Fi Hotspot be interrupted or fail, regardless of the length of time during which the Wi-Fi Hotspot is unavailable.
 - v. All Wi-Fi Equipment constitutes CPE and is owned by Mediacom. Customer may not relocate or disconnect the Wi-Fi Equipment.

BUSINESS SERVICES AGREEMENT ORDER FORM

This Business Services Agreement, MC-555027, is made by and between MCC Telephony of the South, LLC ("Mediacom") and City of Fairhope, Founders Park with billing address of , (Customer). The real estate and improvements commonly known as City of Fairhope, Founders Park located at 18862 Founders Drive Fairhope, AL 36532 (the "Premises").

Mediacom operates a cable television system serving an area that includes the Premises (the "System"). The television programming, Internet access, Business Phone and other services that Mediacom from time to time offers to subscribers through the System are referred to as "Mediacom Services". Customer agrees to purchase from Mediacom, during the Service Term specified below, the Mediacom CATV Service, Mediacom Online Service and or Mediacom Business Phone (collectively, the "Services") solely for use by Customer, employees and invitees while on the Premises.

This Agreement contains the terms for Customer's use of the Mediacom Services it orders as provided below. References to "this Agreement" are to the following, collectively: (i) this form, (ii) the referenced General Terms (the "General Terms"), (iii) any Operating Policies applicable to the users of any Mediacom Service generally, (iv) in the case of Mediacom Business Phone, tariffs, and (v) any other terms that are made applicable to any such Mediacom Service pursuant to the General Terms or such Operating Policies, tariffs or Service Guide, in each case as amended, supplemented or otherwise modified from time to time in accordance with the provisions of this Agreement.

Term of Service:	3 Years			
Product Description	Quantity	Year 1 Monthly Rate*	Total Year 1 Monthly Rate	Install/Setup Fee
Installation charge	1	\$0.00	\$0.00	\$99.95
100/10Mbps	1	\$169.95	\$169.95	\$0.00
Static IP (Qty 1)	1	\$5.95	\$5.95	\$25.00
Internet Modem	1	\$0.00	\$0.00	\$0.00
Totals:			\$175.90	\$124.95

Monthly Rate and listed charges do not include federal, state and local taxes, other governmental charges, copyright fees, FCC fees, franchise fees or pass-throughs, or service surcharges, which will be added to invoices and are due upon activation of the applicable service.

THIS SERVICE TERM INCLUDES AN AUTOMATIC MONTHLY RATE INCREASE ON PRODUCT BUNDLE OR DATA SERVICE EFFECTIVE ON EACH ANNIVERSARY OF START DATE THROUGHOUT THE SERVICE TERM. THE MONTHLY RATE WILL INCREASE BY \$20 (TWENTY DOLLARS) EACH ANNIVERSARY OF START DATE.

- ORDER EVALUATION; CUSTOMER COMMUNICATION; MEDIACOM'S RIGHT TO TERMINATE AGREEMENT:** After the final execution of this Agreement, Mediacom will conduct a more detailed evaluation of the actions and items needed to be completed, including but not limited to whether permits or easements are required, and a more precise accounting of its related construction costs to provide Service. Upon completion of that evaluation, Mediacom will send you notice via email or another communications method informing you of the same (the "Customer Communication"). In some cases, Mediacom may determine, based on such evaluation, that it cannot or is unwilling to provide the Service(s) on the terms stated herein. In those cases, Mediacom has the right to terminate this Agreement with no further liability or obligation by providing written notice to Customer.
- ESTIMATED CONSTRUCTION COSTS; CUSTOMER'S RIGHT TO TERMINATE; COMMENCEMENT OF CONSTRUCTION:** The estimated construction cost is the amount Mediacom estimates it may cost to build its network so that it may provide the Service(s) requested by Customer; the actual construction cost may vary based on the specific project and may be more (or less) than the estimate. Customer may, as its sole right and remedy, terminate this Agreement with no further liability by giving Mediacom written notice within 3 days of receipt of the Customer Communication. If Mediacom does not receive notice of termination within 3 days, Mediacom shall commence construction.

CUSTOMER IS NOT RESPONSIBLE FOR PAYMENT OF THESE CONSTRUCTION COSTS UNLESS CUSTOMER TERMINATES THE AGREEMENT AFTER CONSTRUCTION BEGINS IN ACCORDANCE WITH SECTION 3 BELOW.
- SERVICES START DATE; PRE-START-DATE TERMINATION LIABILITY; CUSTOMER'S RIGHT TO TERMINATE:** The Services "Start Date" is the date that Mediacom first makes the Service available to the Customer. In the event the Customer terminates any Service or all Services at any time after construction commences and prior to 30 days after the Start Date, Customer shall pay Mediacom on demand the cost of any documented construction expenses or installation charges incurred by Mediacom prior to such termination. Notwithstanding the foregoing, if the Start Date does not occur within 90 days after construction commences, and such delay is not caused by Customer's acts or omissions or a force majeure event, Customer may, as its sole right and remedy, terminate this Agreement with no further liability by giving Mediacom written notice within seven days after such 90-day period expires.
- POST-START-DATE EARLY TERMINATION LIABILITY:** The Parties agree that it would be exceedingly difficult to accurately measure the damages from Customer's breach of its obligation to purchase any Service for the Service Term or obligations under Section 18 of the General Terms. In the event of any such breach, Mediacom may, in addition to exercising its termination rights, elect as a remedy payment by Customer, as liquidated damages and not as a penalty 75% of the combined Monthly Service Fees for the Services multiplied by the number of months remaining in the Service Term (for example, if the combined Monthly Service Fees is \$100 and 10 months are remaining on the Service Term, customer would pay \$750 in liquidated damages (\$100 x 10 months= \$1,000 x 75%= \$750).
- SERVICE TERM; RENEWAL:** Unless earlier terminated pursuant to this Agreement, the Service Term begins on the Start Date and ends the number of months in Service Term (as indicated above) following the Start Date (the "Initial Term"). This Agreement will automatically renew at the then current rates for successive one-month terms (each, a "Renewal Term", with all Renewal Terms and the Initial Term collectively being the "Term") upon the expiration of the Initial Term or any Renewal Term, unless earlier terminated pursuant to this Agreement or either party notifies the other in writing at least 30 days prior to the end of the then-current term that it does not wish to renew. For billing purposes, billing will begin as of the Start Date.
- 30-DAY MONEY BACK GUARANTEE:** Customer may terminate this Agreement within the first 30 days after the Start Date if Customer is not 100% satisfied with any Mediacom Business service(s) and receive a full refund of the monthly service fee and standard installation fee actually paid. A new contract or service change request will be required for any and all remaining Services and rates may be different due to the reduction in Services received. Equipment must be returned within 7 days of termination. Construction costs are additional costs and are not part of the 30-day money back guarantee and are subject to reimbursement in accordance with Section 3 above. This 30-day money back guarantee only applies to Services ordered under this Agreement.

MEDIACOM™ BUSINESS

By its signature below, each party acknowledges that it has read this Agreement, including the General Terms and incorporated terms located at https://mediacombusiness.com/MediacomBusiness_General_Terms_8.pdf, and agrees to its terms effective as of date signed by Customer ("Effective Date").

MCC Telephony of the South, LLC
Mediacom

City of Fairhope, Founders Park
Customer

Signature

Signature

Printed Name

Printed Name

Date

Date

Notification email: ccbms@mediacomcc.com
patrick.mcwilliams@mediacomcc.com (251) 200-2611

Name(s) of Authorized Representatives for Customer: Patrick McWilliams

Commercial Facilities Agreement For CATV,**Mediacom Online Services, Managed Wi-Fi and Mediacom Business Phone—General Terms****1. Access to Premises**

Customer agrees to provide Mediacom all necessary or desirable access at all reasonable times to the Premises, adequate secured space in the Premises for the cable, wiring, equipment and other items supplied by Mediacom ("Mediacom Facilities") and adequate electrical power, climate control and protection against fire, theft, vandalism and casualty, to insure that non-Mediacom-supplied wiring, equipment and other items in the Premises are adequate and compatible with the Mediacom Facilities and to obtain all governmental and other third-party authorizations needed for access to and work on the Premises. Access shall be permitted 24 hours a day, seven days a week to deal with an outage or emergency.

2. Purchase of Services; No Resale

Other than Customer's authorization of Service to End Users for use in accordance with this Agreement, Customer shall not, and shall not permit any End User or other person to, (i) resell, distribute or provide any Service to any person(s), (ii) provide or extend any Service for secondary uses in any location other than the Premises or (iii) use any Service for any unlawful activity, engage in any unauthorized copying, taping, posting, downloading, sharing or other reproduction or dissemination of any third party's copyrighted or proprietary music, movies, television programming or other material or disable or interfere with any copy/retransmission protection technology contained in the signal of any programming service or otherwise used.

3. Fees and Charges

Customer agrees to pay Mediacom, when due, the Monthly Service Fee for each Service, all other fees and charges provided for in this Agreement and all federal, state and local taxes, copyright, FCC and franchise fees and pass-throughs and other governmental charges or surcharges from time to time levied upon Customer or Mediacom because of or based on the services or other items furnished (excluding taxes on Mediacom's income). All recurring Monthly Service Fees are billed in advance. Nonrecurring charges are due at time of service. If Mediacom, at any time or from time to time, increases the monthly fee or charge for the System's full-rate customers for any service corresponding to a Service (or any component thereof) or for any related equipment, then the applicable Monthly Service Fee shall automatically and correspondingly increase as of the same date. All fees and other amounts may be billed and will be due in accordance with Mediacom's standard practices in effect from time to time. Overdue payments accrue interest at 1.5% per month or, if less, the maximum lawful rate. Customer shall reimburse Mediacom for its collection agency fees, attorneys' fees and other reasonable costs and expenses of collecting any overdue amount. The Monthly Service Fee for each Service includes the kind and level of support service, if any, that Mediacom normally provides without separate charge in the same community to customers receiving comparable service. Mediacom may charge Customer for additional support service. If, for any period, support for the Premises exceeds that typical for similar customers, Mediacom may charge Customer an appropriate additional fee.

4. Relationships With End Users

Customer shall be solely responsible for entering into and performing all agreements and arrangements related to provision of any Service to End Users, including connecting or disconnecting the Service. Usage of any Service by any End User or other person in or through the Premises shall be subject to, and constitutes acceptance of, Mediacom's applicable subscription or customer agreement, terms, conditions and policies, as from time to time in effect and modified or replaced by Mediacom in its discretion ("Subscriber Terms"). Continued use of any Service after any change to or replacement of the Subscriber Terms constitutes acceptance. Mediacom may suspend or terminate any or all Services to the Premises as a whole if Customer breaches this Agreement, if Mediacom believes in good faith that any user on the Premises may have violated any applicable Subscriber Terms or under any other circumstances stated in the Subscriber Terms.

5. Equipment**5.1 Customer Premise Equipment Supplied by Mediacom**

If requested by Mediacom, Customer shall promptly replace customer premises equipment supplied by Mediacom that is installed on the Premises ("CPE") with substitute equipment and return the original equipment to Mediacom unless it is equipment that Customer has purchased and paid for in full ("Purchased Equipment"). If Mediacom upgrades or otherwise changes the kind of required CPE generally throughout the System, then it may increase the applicable Monthly Service Fee by the amount of any increased charge for the newly required item (and for any integrated services) that it from time to time applies generally within the System. On the date that the Service Term ends for any reason, Customer shall promptly return any and all CPE in Customer's possession or control (other than Purchased Equipment) to Mediacom.

5.2 Equipment Not Supplied by Mediacom

In addition to a cable modem, use of the Service requires that a User supply their own computers, Ethernet devices (if required) and operating systems that meet our technical requirements, and Customer acknowledges that Mediacom has made those requirements available to Customer before the execution and delivery of this Agreement. If the Service cannot be used because of the incompatibility of any of such items with the Service, Customer will remain liable for all fees and charges under this Agreement. Customer is solely responsible for any unavailability, degradation or interruption of the Service, damage to equipment, software or property or loss of data or other consequences suffered by Customer or any User resulting from use by Customer or other Users of any modem, computer, operating system or other item that does not conform to our technical requirements. Mediacom will not be obligated to provide customer support relating to any issues or problems that result from use of any such nonconforming item. The fact that we rent, sell, recommend, require or approve a cable modem, computer, operating system or other item for use in the Service does not make us responsible if it has defects or problems. It is strongly recommended

that the number of computers connected through a proxy or hub not exceed five computers per modem. Mediacom is not responsible or liable for any degradation in speed or functionality of the Service or other consequences if Customer does not follow that recommendation. Mediacom is not responsible for the performance, maintenance or repair of equipment or other items it does not furnish.

6. User Software

In connection with the Service, Mediacom may periodically require or permit Customer to download, install or use software or firmware and related documentation ("Software") that is (or claimed as) the intellectual property of Mediacom or of one or more of its affiliates, licensors or suppliers ("our Licensors"). Use of any such Software is governed by this Agreement and any additional terms that Mediacom identifies as applicable, as they may be periodically modified or replaced ("Additional Terms").

7. Certain Obligations of Customer.

Customer shall take reasonable steps to protect the Mediacom Facilities and all other property of Mediacom from damage, loss or theft while on the Premises and shall pay the reasonable costs of repairing or replacing any item suffering such loss, theft or damage not caused by Mediacom. Customer shall not, and shall not permit any End User or other person to, (i) interfere with provision of Mediacom Services or disturb, alter, disconnect, move or interfere with any of the Mediacom Facilities or grant any easement or right that could have any such effect, (ii) attach, connect, interconnect, install or place any equipment, cable, wire, fiber or other item to, with, through or in any Mediacom Facilities or any related conduits, racks, lock boxes, connection boxes, distribution frames or similar items or (iii) use any of the Mediacom Facilities in any manner or for any purpose except as expressly authorized by Mediacom in writing.

8. Mediacom Business Phone

8.1 Tariffs

Telephone Services may be provided pursuant to rates, terms, and conditions contained in tariffs on file with state and/or federal regulatory authorities, and Mediacom may amend such tariffs and Telephone Service shall be subject to such tariffs, as amended.

8.2 International Services

If Customer wishes to subscribe to or use International Calling Services from Mediacom, Customer may activate that function by providing Mediacom a credit card number to secure payment for such services. Customer will be billed for all services including International Calling monthly and shall pay all invoices timely.

8.3 Customer Proprietary Network Information ("CPNI")

Pursuant to federal law, CPNI is (A) information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by Customer, and that is made available to Mediacom by Customer solely by virtue of the carrier-customer relationship; and (B) information contained in the bills pertaining to telephone service received by Customer. Mediacom will not use, disclose, or permit access to Customer's CPNI except in connection with the provision of services from which such information is derived, or as authorized or required by federal law, or as expressly authorized by Customer. The Federal Communications Commission ("FCC") has adopted additional rules in 47 C.F.R. § 64.2010 that would restrict our ability to disclose certain information to or permit certain changes to accounts by inbound callers or visitors to our offices, and that would regulate our ability to provide customers with account access over online portals. However, the FCC permits business customers and their telephone service providers to agree to more flexible customer authentication methods that are better suited for an efficient business relationship. Customer hereby agrees that its dedicated account representative assigned by Mediacom and Mediacom's personnel who are responsible for commercial accounts may disclose your CPNI or make changes to your account at the request of persons that they reasonably believe to be your authorized representatives, that Mediacom may provide online access to your CPNI in any commercially reasonable manner, and that the requirements of Section 64.2010 of the FCC's rules shall not apply to the relationship between Mediacom and Customer.

9. Mediacom Online Service

9.1 Services

The Services may be used only by Customer's authorized users while physically present at a Service Location or Premises, except that Customer may allow its employees to also access the Service through Customer's internal network from authorized remote locations. The only authorized users of the Service are your employees and persons whom you allow to use the Service while at a Service Location in furtherance of a commercial relationship with you. Neither you nor any User may directly or indirectly (i) resell the Service to any person in any manner, or (ii) use the Service in support of or otherwise in connection with the sale of any telecommunications, Internet access or television or other video or music service to third parties. Customer is responsible for providing technical or other support required by any User. "User" means you and any other person that uses or accesses any Service, whether or not authorized. You are responsible for restricting use of the Service to authorized Users for authorized purposes. Without limiting the generality of the foregoing, if Customer permits or makes possible use of the Service by any person under eighteen, Customer is responsible for such use and agrees to hold Mediacom harmless from such use. Mediacom recommends that any such use by a minor be permitted only under the supervision of a responsible adult. Inclusion in this Agreement of references to Users does not give any User any right or remedy.

9.2 IP Addresses

Unless the ISP Features expressly include assignment of static IP addresses, IP addresses related to the Service will be dynamically assigned. IP addresses are subject to the policies and procedures of any third party from whom Mediacom obtains such addresses and of the Internet Assigned Numbers Authority, the registrar authorizing the use of the IP addresses, and the Internet Engineering Task Force, the issuing registrar. Mediacom

makes no representations or warranties regarding: (i) the ability to obtain or to continue to use any particular IP addresses, or (ii) the route ability of any IP addresses. Customer's use of all IP addresses allocated to Customer by Mediacom must cease upon expiration or termination of this Agreement. All IP addresses assigned by Mediacom will continue to be the property of Mediacom or its suppliers, are not transferable by Customer and must be relinquished by Customer upon the expiration or termination of this Agreement.

9.3 Acceptable Use Policy

(a) Use of the Service by each User must comply with Mediacom's Business Acceptable Use Policy (the "BAUP"). The BAUP is posted online at business.mediacomcable.com/baup and any future changes will be posted there or at another Webpage we designate by notice to Service customers. Since the BAUP may be revised periodically, Customer and other Users should regularly visit the appropriate webpage to be sure the most recent version is being followed. The Service shall not be used by Customer or any other User in any way that violates any law, infringes, violates or constitutes a misappropriation of any person's intellectual property, publicity, privacy or other legally protected rights, otherwise violates the BAUP, interferes with the use of the networks and services of Mediacom by any other customer or subjects Mediacom or any of its suppliers, contractors, agents or affiliates to liability. Mediacom shall not be liable to Customer or any other User for any action we take if we believe that Customer or any other User has violated the BAUP, any law or regulation or any third-party rights. Customer agrees that those actions may include immediate suspension or termination of the Service or removal of or restriction of access to content or material. We may take those actions without notice to Customer or any other User. The Service may also be subject to blocking if used in a manner that places a disproportionate burden on the Mediacom Network or any of the Shared Networks, impairs services received by other customers or otherwise adversely affects Mediacom, its service providers or any of the Shared Networks. (b) Subject to applicable law, Mediacom may, at any time and periodically modify or replace our Acceptable Use Policy. Mediacom will give Customer at least ten days' prior notice of any such changes that, in our good faith judgment, materially adversely affect Customer's rights or obligations under this Agreement or otherwise with respect to the Service, except that shorter advance notice may be given if We believe reasonably and in good faith that We or the Service might be adversely affected if longer notice were given. We will give notice by a posting at business.mediacomcable.com/baup (or another Web location of which Customer is notified) or via e-mail, postal mail or another appropriate means. Customer will ensure that all Users are informed of and comply with the terms of this Agreement, including Mediacom's AUP. Customer will be liable for any non-compliance by any User.

9.4 Risks of Internet Usage

The Service enables access to the Internet and, therefore, to the Websites and content of third parties, some of which may be offensive to Customer or some Users or may violate law or protected rights of others. Third parties may misuse the Internet, including to promote fraudulent schemes or to sell products or services that are misrepresented. Mediacom has no responsibility or liability with respect to the Websites, information, products, services, content or other materials of third parties that are accessed, distributed, provided or advertised through or over the Service. Technological characteristics of the Internet and methods of access may create the risk that third parties will gain unauthorized access to a User's computer, files and communications or learn about the User and his, her or its activities. Use of the Internet may result in the introduction into Customer's or a User's computers or internal network of computer viruses or other harmful elements. The foregoing is not an exhaustive list of the risks associated with Internet access and Customer fully understands those risks. It is Customer's or each User's sole responsibility to prevent and detect unauthorized access, to protect against damage to or destruction of hardware, software, files and data because of infection by computer virus or other harmful attacks and other risks. Mediacom is not responsible or liable for the actions of third parties or harm, loss, damage or other consequences to Customer or Users resulting from such actions. Use of the Service is at your and each User's own risk, whether or not you use any security, antivirus or other software, technology or method at our recommendation or otherwise.

10. Termination

If either party materially breaches its representations, warranties, covenants, agreements or obligations under this Agreement, the other party may terminate this Agreement upon at least thirty days' prior written notice, unless such breach is cured within the notice period. If the breach is of such a nature that it cannot reasonably be cured within the notice period, but it is curable and the party in breach promptly begins and diligently continues to cure it, there shall be a reasonable additional period to complete the cure. Failure by Customer to make any payment due or a breach of Section 2, 6, 7 or 20.11 of this Agreement shall constitute a material breach that shall not be curable. Initial and continued availability of any Service is conditioned upon compliance by Customer with this Agreement, including all incorporated terms, and completion by Mediacom of the necessary and desirable construction, installation and other work. Mediacom may terminate its obligation to activate or provide any Service if it encounters unanticipated or higher than expected costs or expenses. Mediacom, in its discretion, may terminate this Agreement in whole or as to one or more Services at any time upon at least 60 days' prior written notice.

11. Effects of Termination

Upon expiration or termination of any Service or this Agreement for any reason (i) Customer must pay all accrued and unpaid fees and charges; (ii) Mediacom's access rights granted above shall continue for the period reasonably required (but in no event less than 120 days) for Mediacom to recover its property from the Premises; (iii) Customer and End Users must return all Mediacom-furnished equipment, software or other items (except Purchased Equipment) in good condition, ordinary wear and tear resulting from proper use excepted; (iv) subject to all applicable limitations and exclusions, all rights or remedies arising out of a breach of this Agreement shall survive for the applicable statute of limitations; and (v) the provisions of this Agreement which state that they survive or which reasonably should be expected to survive expiration or termination (including any provisions relating to disclaimers, limitations or exclusions of warranties and liability, confidentiality or indemnification) shall survive indefinitely.

12. Warranty Disclaimer

To the maximum extent permitted by law, Mediacom disclaims all warranties not expressly and specifically set forth herein, whether express or implied, including any warranty of merchantability or fitness for a particular purpose, that Mediacom's systems, equipment, software or services will be free of errors, outages or defects, as to upstream or downstream transmission speed or arising from course of dealing or practice.

13. Outages, Etc.

Mediacom shall not be liable for any outage, loss of functionality, interruption, deficiency in quality, speed or reliability of or other defect or deficiency in any Service (an "outage or defect") or any consequence that, directly or indirectly, in whole or in part, is caused by or results from any force majeure event or any act or omission of Customer, any End User or any other third party. If any outage or defect is caused solely by the willful misconduct or gross negligence of an authorized employee or agent of Mediacom, then Mediacom's sole liability and responsibility shall be (i) to use commercially reasonable efforts to correct the problem within a reasonable time and (ii) if such outage or defect causes the Service to be unavailable to all or substantially all of the Premises for twenty-four consecutive hours or more, to allow Customer a credit against future Monthly Service Fees for such Service equal to one-thirtieth of the Monthly Service Fee for each period of twenty-four consecutive hours of interruption, with a maximum of three credits in any calendar month. This Section supplements, and does not supersede, modify or otherwise affect, any other exclusions, disclaimers or limitations of liability in this Agreement.

14. No Consequential Damages

To the maximum extent permitted by law, Customer agrees that none of the Mediacom Parties shall be liable (whether based on contract, warranty, negligence, strict liability or other legal or equitable theory or cause of action) for any indirect, incidental, consequential, reliance, special or punitive damages (or similar damages, however denominated) directly or indirectly arising out of, resulting from or relating to this Agreement or its subject matter, performance, nonperformance or breach, any of the Mediacom Facilities or any Mediacom Service, even if aware that they could result. This Section shall survive failure of any other disclaimer, exclusion or limitation or a finding of failure to provide an effective remedy. "Mediacom Parties" means Mediacom and its stockholders, partners, members, affiliates, directors, officers, employees, contractors, agents or representatives.

15. Limit On Direct Damages

To the maximum extent permitted by law, Customer agrees that none of the Mediacom Parties shall be liable (whether based on contract, warranty, negligence, strict liability or any other legal or equitable theory or cause of action) for damages directly or indirectly arising out of, resulting from or relating to this Agreement or its subject matter, performance, nonperformance or breach, any of the Mediacom Facilities or any Mediacom Service in an amount that is, in the aggregate, for any and all persons and any and all claims, in excess of the lesser of (i) the Monthly Service Fees actually paid to Mediacom by Customer during the three months ended most recently before the date liability for such damages arose or (ii) Five Hundred Dollars.

16. Essential Element Of The Bargain

Each of the parties waives any claim for damages or costs excluded under this Agreement or in excess of any limit contained in this Agreement. The provisions of Sections 12, 13, 14 and 15 and this Section 16 are essential elements of the bargain reflected in this Agreement and the parties intend for them to be strictly enforced. If, in a final decision of a court having jurisdiction (not subject to further appeal), it is nonetheless held that any of the disclaimers, exclusions or limitations contained herein may not be enforced, then in such jurisdiction the liability of Mediacom (or any of the other Mediacom Parties) to any and all persons for any and all claims shall be limited to the smallest amount permitted by applicable law.

17. Indemnification

Customer agrees to indemnify, defend and hold harmless each of the Mediacom Parties for, against and from any and all claims, demands, damages, losses, penalties, actions, proceedings, costs and expenses, including attorneys' fees, directly or indirectly arising out of, resulting from or relating to (i) Customer's breach of this Agreement, (ii) injury to person or property or loss of life or property resulting from the condition or use of the Premises, unless directly caused by the gross negligence of Mediacom or its contractors, agents or representatives while acting within the scope of their employment, (iii) damage or loss to Mediacom or its affiliates or the Mediacom Facilities caused in whole or in part by Customer or any of its contractors, agents or representatives or any End User or other person in any Unit, (iv) noncompliance with any of the Subscriber Terms by any End User or other user of any Service or (v) any other act or omission of Customer or any of its contractors, agents or representatives.

18. Liquidated Damages

The parties agree that it would be exceedingly difficult to accurately measure the damages from Customer's breach of its obligation to purchase any Service for the full Service Term or obligations under Section 9. In the event of any such breach, Mediacom, in addition to exercising its termination rights, may elect as a remedy payment by Customer to Mediacom, as liquidated damages and not as a penalty the product of 75% of the combined Monthly Service Fees for the Services multiplied by the number of months remaining in the Service Term.

19. Arbitration

(a) Any and all claims or disputes (a "Claim"), including any past, present or future claims or disputes shall be resolved, upon the election of either you or us, by binding arbitration pursuant to this Arbitration Provision and the procedures of the National Arbitration Forum ("NAF") <http://www.adrforum.com/> or the American Arbitration Association ("AAA") <http://www.adr.org/>, as selected by the party electing to use arbitration. (b) If you do not wish to be bound by this arbitration clause, you must notify Mediacom in writing within 60 days after receiving a copy of this Agreement (Mediacom Legal Department, One Mediacom Way, Mediacom Park, NY 10918). (c) Whoever files the arbitration pays the initial filing fee. The arbitrator will decide who will ultimately be responsible for paying those fees. In no event will you be required to reimburse us for any arbitration filing, administrative, or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. (d) Any arbitration and its results shall be kept confidential, except as required by law or to enforce the award. (e) The arbitrator shall strictly enforce this Agreement and may not modify its terms. Except to the extent provided by substantive law, the arbitrator may award only damages or costs specifically permitted by this Agreement which are supported by admissible evidence and must apply all exclusions, disclaimers and limitations of liability contained herein. The arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court with jurisdiction. (f) Neither party is precluded from seeking interim injunctive relief from a court in order to preserve the status quo, prevent irreparable harm or protect assets or property until the arbitrator has been appointed and decided the matter of interim relief or resorting to court proceedings to enforce the other party's compliance with this Section 19. Nothing in this Section shall affect Mediacom's right to suspend or terminate this Agreement or any Service for non-payment or preclude it from bringing an action in court having

jurisdiction to collect unpaid amounts plus its collection costs, including attorneys' fees. (g) If any provision of this arbitration agreement should be found invalid or unenforceable by an arbitrator or court having proper jurisdiction, such a determination shall not affect the enforceability of the remaining provisions, which shall continue in full force and effect. However, this entire Section 19 shall be null and void with respect to any Claim if the "Class action waiver" paragraph above is held to be invalid or unenforceable with respect to such Claim by an arbitrator or court having proper jurisdiction.

20. Miscellaneous

20.1 Independent Contractors; No Agency; Service Changes; Service is Non-Exclusive

The parties are independent contractors. Neither party shall have the authority to act for or to assume, create or incur any liability or obligation binding upon the other party. Subject to mandatory, nonwaivable applicable law and the express provisions of this Agreement, Mediacom (i) may change the terms, conditions, restrictions and policies applicable to any Service or add, delete, discontinue or change the composition, features, specifications and functionality of any Service; and (ii) otherwise retains sole and absolute discretion as to all aspects of and matters relating to any Service. Without limiting the generality of the foregoing, Mediacom (i) may alter the CATV Service (if separate), add or delete programming networks or services or require use of a digital converter or other CPE to receive any or all networks or services, (ii) does not guarantee the availability or continued availability of any programming service, network, program, Website or content and (iii) may institute or change limits on number and storage capacity of e-mail accounts and personal Webspace, impose charges for bandwidth usage exceeding specified levels or take other actions that affect any Service's speed or other characteristics. Each Service is provided to Customer on a non-exclusive basis.

20.2 Force Majeure

Mediacom shall not be liable by reason of any failure or delay in the performance of its obligations because of strikes, shortages, fire, flood, weather, war, riot, terrorism, governmental action, labor conditions, earthquakes, interruptions in telecommunications services, Internet access, utilities or other services, acts or omissions of suppliers, carriers or other third parties, acts of God or any other cause beyond its reasonable control, whether or not similar to the foregoing.

20.3 Persons Bound; Assignability; No Third Party Beneficiaries

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, legal representatives and permitted assigns. Customer may not assign or delegate this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of Mediacom; provided, however, that Customer shall make the written assumption of this Agreement a condition of any sale, transfer or assignment of the Premises and shall notify Mediacom in the event of any such sale, transfer or assignment. Whether or not Customer complies with its obligation to require such assumption, the rights granted to Mediacom shall run with the land and this Agreement shall bind each and every owner of the Premises. Mediacom may assign this Agreement or assign, delegate or subcontract any of its rights or obligations hereunder to any of its affiliates, any successor (by sale of assets, merger or otherwise) to ownership or operation of the System or other person. No End User or other person is a third-party beneficiary of this Agreement. Customer shall not be a third-party beneficiary of any contract, agreement or arrangement between Mediacom and any End User.

20.4 Severability

If any provision of this Agreement or its application to any person or circumstance is held by a court with jurisdiction to be invalid or unenforceable, the remaining provisions, or the application of such provision to other persons or circumstances, shall remain in full force and effect. Such court may substitute a suitable and equitable provision to carry out, so far as may be valid and enforceable, the intent and purpose of the invalid or unenforceable provision and, if the court does not do so, the parties shall negotiate in good faith to agree upon such a provision. Any provision that is judicially unenforceable in any jurisdiction shall not be affected in any other jurisdiction.

20.5 Governing Law; Waiver of Jury Trial; No Class Actions

This Agreement shall be governed by the laws of the State in which the Premises are located; however, the Federal Arbitration Act shall govern the arbitrability of disputes regarding this Agreement and any Service. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any action, suit or proceeding arising out of or relating to this Agreement. To the maximum extent permitted by applicable law, the parties agree that there shall be no right to have any Claim litigated or arbitrated on a class action basis or as a claim brought in a purported representative capacity on behalf of persons similarly situated or the general public.

20.6 Entire Agreement

Customer accepts, and agrees that any Service shall be subject to, the Subscriber Terms, as they from time to time may be in effect and modified or replaced from time to time by Mediacom, with the same effect as though incorporated herein and as if Customer were a customer thereunder, except that any arbitration or payment provisions thereof are not incorporated. In the event of any conflict between the express provisions of the Subscriber Terms incorporated herein and the express terms of this Agreement other than such incorporated provisions, the express terms of this Agreement shall apply. This Agreement (including all incorporated terms) is the entire agreement between the parties pertaining to its subject matter. No course of dealing or practice shall be used to interpret, supplement or alter the express written terms of this Agreement. The statements made by a party otherwise than in an express written provision of this Agreement are not representations or warranties and do not create obligations. By entering into this Agreement, Mediacom does not waive or impair any easement, license or rights it or any of its affiliates may have to access to the Premises for any purpose under federal, state or local law, by contract or otherwise, and this Agreement does not supersede any other agreement by which any such easement, license or right is granted.

20.7 Amendments; Waivers; Counterparts

Amendments of this Agreement must be in writing and signed by both parties. No failure or delay in exercising any power, right or remedy will operate as a waiver. A waiver, to be effective, must be written and signed by the waiving party. This Agreement may be executed in counterparts,

each of which shall be deemed an original and all of which together shall constitute one and the same agreement. To be effective, any amendment or waiver on behalf of Mediacom must be signed by a duly authorized officer of Mediacom at the level of Vice President or above.

20.8 Specific Performance

Customer acknowledges that if it breaches any of its obligations under any of Sections 2, 6, 7, 8, 9 or 20.11 of this Agreement, Mediacom will be irreparably harmed, and damages will be inadequate to compensate Mediacom for such breach. Accordingly, without limiting any other right or remedy of Mediacom, Mediacom shall be entitled to specific performance or injunctive relief if there is any breach or threatened breach thereof. This does not preclude Mediacom from seeking specific performance or injunctive relief in any other circumstance.

20.9 Remedies Are Cumulative

Unless otherwise expressly stated in this Agreement, all remedies (including suspension and termination rights) available under or with respect to this Agreement are cumulative and in addition to all other remedies, if any, available at law or in equity. The prevailing party in any litigation or arbitration between the parties arising out of this Agreement shall be entitled to recover its court costs and reasonable attorneys' fees.

20.10 Binding Agreement

Customer represents and warrants that it has all necessary right, power and authority to enter into and perform this Agreement, and that this Agreement has been duly authorized, executed and delivered by, and constitutes a legal, valid and binding agreement of, Customer. The foregoing representation and warranty shall survive the execution, delivery, expiration or termination of this Agreement.

20.11 No Disclosure of Terms, Etc.

Customer shall not disclose to any third party the specific terms of this Agreement or any other information that Mediacom has provided or hereafter may provide to Customer and that is marked as confidential or proprietary or that because of its nature should reasonably be considered to be confidential or proprietary information of Mediacom or any third party, other than disclosure under an obligation of confidentiality to (i) its officers, employees, accountants and attorneys who need to know such information to perform their duties for Customer or (ii) any purchaser or bona fide prospective purchaser of the Premises.

20.12 Notices

Any notice required or permitted to be given to a party under this Agreement shall be in writing and shall be deemed given when delivered personally, the next business day after being sent by reliable overnight courier or forty-eight hours after it is deposited in the United States mail with registered or certified mail postage prepaid, in each case addressed to such party at its notice address below its signature to this Agreement or another address designated by at least ten days' prior written notice to the other party.

20.13 Certain Rules of Interpretation; Further Assurances

This Agreement shall be interpreted according to its fair meaning and not strictly for or against either party, regardless of authorship. All definitions apply equally to the singular and plural forms of the terms defined. Unless the context otherwise unambiguously requires, the word "or" means "and/or." The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "person" shall be broadly construed and includes any natural person, any corporation, trust, association, limited liability company, partnership, joint venture or other entity and any government or governmental agency, authority, body, instrumentality or subdivision. Whenever the context requires, any pronoun shall include the corresponding masculine, feminine and neuter forms. Headings in this Agreement shall not affect the interpretation of this Agreement. The parties shall cooperate with each other in carrying out the purposes of this Agreement and use their commercially reasonable efforts to cause third parties with whom they deal and whose cooperation is necessary to likewise cooperate.

20.14 Regulatory Change

If there is any change in any applicable law, rule or regulation or the interpretation thereof by any regulatory agency, court or other governmental entity or authority or any decision in any judicial or administrative case or arbitration which, in the reasonable opinion of Mediacom, would make the provision of any Service illegal or might, if Mediacom continued to perform this Agreement, subject Mediacom or any of its affiliates to any penalty, liability or new or increased regulation, require that Mediacom or any of its affiliates make any of its networks or facilities available to third parties, render the performance of this Agreement by Mediacom unprofitable or burdensome or subject Mediacom or any of its affiliates to any other adverse consequence, Mediacom may require that this Agreement be renegotiated in good faith to ameliorate the adverse effects of such change or decision to the extent reasonably possible or may terminate this Agreement upon written notice to Customer given at any time after such change or decision.

ADDITIONAL TERMS OF SERVICE FOR MEDIACOM BUSINESS MANAGED WI-FI SERVICE AND HOTSPOT USE

21. Mediacom Managed Wi-Fi

21.1 Wi-Fi Service

Mediacom Business Wi-Fi supported by a Mediacom Business-provided wireless router is a service available to certain Customers and provides wireless access to the Internet Service within the Premises ("Wi-Fi Network"), for which Customer may be charged a fee consistent with Mediacom's then-current practices. Customer must purchase Mediacom Online Service in order to receive Mediacom Business Managed Wi-Fi. The Mediacom provided Wi-Fi router comes programmed with certain default settings and configurations for the Wi-Fi Network. Customer may modify the default settings and configurations on the Mediacom provided Wi-Fi router although Mediacom Business recommends maintaining the default configuration and settings. Mediacom does not guarantee the security of the Mediacom provided Wi-Fi router and Customer's connection to the Online Service via the Wi-Fi Network. Customer understands and agrees that Customer is solely responsible for the security of

its Wi-Fi Network and must enable and use encryption in order to access Mediacom provided applications. Customer understands that this service is intended to be used by the Customer and its End Users and that Mediacom accepts no liabilities for any third-party usage.

21.2 Mediacom Business Wi-Fi Router

The Mediacom provided Wi-Fi router will collect and maintain certain information regarding access to and use of the Wi-Fi Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Mediacom to provide the Online Service and support, as well as for Mediacom's internal business analytics regarding the use of the Online Service. Customer acknowledges and agrees that Mediacom shall have access to the network name and password associated with the Mediacom provided Wi-Fi router in order to provide support and diagnostic services. Mediacom reserves the right to modify the Wi-Fi network name and password for the Mediacom provided Wi-Fi router in order to safeguard internet security, the security and privacy of Customer's information, where required by law, or for other good cause to provide, upgrade, and maintain the Online Service, and protect the network, other users of the Internet, or our customers and subscribers. Abusive, vulgar, offensive, inappropriate or profane Wi-Fi Network names are prohibited and may be modified in Mediacom's sole discretion. Customer acknowledges that the Mediacom provided Wi-Fi router is considered CPE and owned by Mediacom.

21.3 Mediacom Managed Wi-Fi Hotspot

Mediacom reserves the right to configure the Mediacom provided Wi-Fi router to distribute a wireless internet access point (i.e., a Mediacom Managed publicly accessible Wi-Fi Hotspot) separate from the Wi-Fi Network. Any use of bandwidth from such wireless access point by third parties will not be considered to be use by the Customer for any purpose. Customer shall have the right to disable such Wi-Fi Hotspot and shall not be responsible for the security of the Wi-Fi Hotspot.

- a. To be eligible to receive the Wi-Fi Hotspot, Customer must be receiving Mediacom Online Service. Subject to the foregoing, Mediacom will, and Customer grants Mediacom permission to, attach, install, maintain, operate, and upgrade Wi-Fi-related equipment, cables and devices ("Wi-Fi Equipment") on and within the Premises. The Wi-Fi Equipment will be operated by Mediacom, at no cost to Customer, in order to provide the Wi-Fi Hotspot at the Premises(s). Customer agrees to provide a standard power source for operation of the Wi-Fi Equipment.
- b. Customer's use of the Mediacom Managed Wi-Fi Hotspot is subject to the following additional terms and conditions:
 - i. The Wi-Fi Hotspot made available at Premises may be accessed by Customer and its End Users through their Mediacom accounts for no additional charge.
 - ii. To access the Wi-Fi Hotspot, Customer and its End Users and patrons must have a Wi-Fi-enabled device that meets the technical specifications for the Wi-Fi Hotspot.
 - iii. Customer grants Mediacom the right to advertise, market and otherwise promote Customer's location(s) as a Wi-Fi Hotspot access point(s), in any and all forms of media now known or hereafter developed, in Mediacom's sole discretion, and Customer grants Mediacom a license to use Customer's names, trademarks and logos in connection with such advertising, marketing and promotion.
 - iv. Customer will not be entitled to receive any refunds or credits should the Wi-Fi Hotspot be interrupted or fail, regardless of the length of time during which the Wi-Fi Hotspot is unavailable.
 - v. All Wi-Fi Equipment constitutes CPE and is owned by Mediacom. Customer may not relocate or disconnect the Wi-Fi Equipment.



BUSINESS SERVICES AGREEMENT ORDER FORM

This Business Services Agreement, MC-555028, is made by and between MCC Telephony of the South, LLC ("Mediacom") and City of Fairhope Soccer Complex with billing address of 18383 County Road 13 Fairhope, AL 36532, (Customer). The real estate and improvements commonly known as City of Fairhope Soccer Complex located at 18383 County Road 13 Fairhope, AL 36532 (the "Premises").

Mediacom operates a cable television system serving an area that includes the Premises (the "System"). The television programming, Internet access, Business Phone and other services that Mediacom from time to time offers to subscribers through the System are referred to as "Mediacom Services". Customer agrees to purchase from Mediacom, during the Service Term specified below, the Mediacom CATV Service, Mediacom Online Service and/or Mediacom Business Phone (collectively, the "Services") solely for use by Customer, employees and invitees while on the Premises.

This Agreement contains the terms for Customer's use of the Mediacom Services it orders as provided below. References to "this Agreement" are to the following, collectively: (i) this form, (ii) the referenced General Terms (the "General Terms"), (iii) any Operating Policies applicable to the users of any Mediacom Service generally, (iv) in the case of Mediacom Business Phone, tariffs, and (v) any other terms that are made applicable to any such Mediacom Service pursuant to the General Terms or such Operating Policies, tariffs or Service Guide, in each case as amended, supplemented or otherwise modified from time to time in accordance with the provisions of this Agreement.

Table with 5 columns: Term of Service, Quantity, Year 1 Monthly Rate*, Total Year 1 Monthly Rate, Install/Setup Fee. Rows include Installation charge, 100/10Mbps, Static IP (Qty 1), Internet Modem, and a Totals row.

Monthly Rate and listed charges do not include federal, state and local taxes, other governmental charges, copyright fees, FCC fees, franchise fees or pass-throughs, or service surcharges, which will be added to invoices and are due upon activation of the applicable service.

THIS SERVICE TERM INCLUDES AN AUTOMATIC MONTHLY RATE INCREASE ON PRODUCT BUNDLE OR DATA SERVICE EFFECTIVE ON EACH ANNIVERSARY OF START DATE THROUGHOUT THE SERVICE TERM. THE MONTHLY RATE WILL INCREASE BY \$20 (TWENTY DOLLARS) EACH ANNIVERSARY OF START DATE.

- 1. ORDER EVALUATION; CUSTOMER COMMUNICATION; MEDIACOM'S RIGHT TO TERMINATE AGREEMENT: After the final execution of this Agreement, Mediacom will conduct a more detailed evaluation of the actions and items needed to be completed, including but not limited to whether permits or easements are required, and a more precise accounting of its related construction costs to provide Service.
2. ESTIMATED CONSTRUCTION COSTS; CUSTOMER'S RIGHT TO TERMINATE; COMMENCEMENT OF CONSTRUCTION: The estimated construction cost is the amount Mediacom estimates it may cost to build its network so that it may provide the Service(s) requested by Customer; the actual construction cost may vary based on the specific project and may be more (or less) than the estimate.

CUSTOMER IS NOT RESPONSIBLE FOR PAYMENT OF THESE CONSTRUCTION COSTS UNLESS CUSTOMER TERMINATES THE AGREEMENT AFTER CONSTRUCTION BEGINS IN ACCORDANCE WITH SECTION 3 BELOW.

- 3. SERVICES START DATE; PRE-START-DATE TERMINATION LIABILITY; CUSTOMER'S RIGHT TO TERMINATE: The Services "Start Date" is the date that Mediacom first makes the Service available to the Customer. In the event the Customer terminates any Service or all Services at any time after construction commences and prior to 30 days after the Start Date, Customer shall pay Mediacom on demand the cost of any documented construction expenses or installation charges incurred by Mediacom prior to such termination.
4. POST-START-DATE EARLY TERMINATION LIABILITY: The Parties agree that it would be exceedingly difficult to accurately measure the damages from Customer's breach of its obligation to purchase any Service for the Service Term or obligations under Section 18 of the General Terms.
5. SERVICE TERM; RENEWAL: Unless earlier terminated pursuant to this Agreement, the Service Term begins on the Start Date and ends the number of months in Service Term (as indicated above) following the Start Date (the "Initial Term").
6. 30-DAY MONEY BACK GUARANTEE: Customer may terminate this Agreement within the first 30 days after the Start Date if Customer is not 100% satisfied with any Mediacom Business service(s) and receive a full refund of the monthly service fee and standard installation fee actually paid.

MEDIACOM BUSINESS

By its signature below, each party acknowledges that it has read this Agreement, including the General Terms and incorporated terms located at https://mediacombusiness.com/MediacomBusiness_General_Terms_8.pdf, and agrees to its terms effective as of date signed by Customer ("Effective Date").

MCC Telephony of the South, LLC
Mediacom

City of Fairhope Soccer Complex
Customer

Signature

Signature

Printed Name

Printed Name

Date

Date

Notification email: ccbus@mediacomcc.com
patrick.mcwilliams@mediacomcc.com (251) 200-2611

Name(s) of Authorized Representatives for Customer: Patrick McWilliams

Commercial Facilities Agreement For CATV,**Mediacom Online Services, Managed Wi-Fi and Mediacom Business Phone—General Terms****1. Access to Premises**

Customer agrees to provide Mediacom all necessary or desirable access at all reasonable times to the Premises, adequate secured space in the Premises for the cable, wiring, equipment and other items supplied by Mediacom ("Mediacom Facilities") and adequate electrical power, climate control and protection against fire, theft, vandalism and casualty, to insure that non-Mediacom-supplied wiring, equipment and other items in the Premises are adequate and compatible with the Mediacom Facilities and to obtain all governmental and other third-party authorizations needed for access to and work on the Premises. Access shall be permitted 24 hours a day, seven days a week to deal with an outage or emergency.

2. Purchase of Services; No Resale

Other than Customer's authorization of Service to End Users for use in accordance with this Agreement, Customer shall not, and shall not permit any End User or other person to, (i) resell, distribute or provide any Service to any person(s), (ii) provide or extend any Service for secondary uses in any location other than the Premises or (iii) use any Service for any unlawful activity, engage in any unauthorized copying, taping, posting, downloading, sharing or other reproduction or dissemination of any third party's copyrighted or proprietary music, movies, television programming or other material or disable or interfere with any copy/retransmission protection technology contained in the signal of any programming service or otherwise used.

3. Fees and Charges

Customer agrees to pay Mediacom, when due, the Monthly Service Fee for each Service, all other fees and charges provided for in this Agreement and all federal, state and local taxes, copyright, FCC and franchise fees and pass-throughs and other governmental charges or surcharges from time to time levied upon Customer or Mediacom because of or based on the services or other items furnished (excluding taxes on Mediacom's income). All recurring Monthly Service Fees are billed in advance. Nonrecurring charges are due at time of service. If Mediacom, at any time or from time to time, increases the monthly fee or charge for the System's full-rate customers for any service corresponding to a Service (or any component thereof) or for any related equipment, then the applicable Monthly Service Fee shall automatically and correspondingly increase as of the same date. All fees and other amounts may be billed and will be due in accordance with Mediacom's standard practices in effect from time to time. Overdue payments accrue interest at 1.5% per month or, if less, the maximum lawful rate. Customer shall reimburse Mediacom for its collection agency fees, attorneys' fees and other reasonable costs and expenses of collecting any overdue amount. The Monthly Service Fee for each Service includes the kind and level of support service, if any, that Mediacom normally provides without separate charge in the same community to customers receiving comparable service. Mediacom may charge Customer for additional support service. If, for any period, support for the Premises exceeds that typical for similar customers, Mediacom may charge Customer an appropriate additional fee.

4. Relationships With End Users

Customer shall be solely responsible for entering into and performing all agreements and arrangements related to provision of any Service to End Users, including connecting or disconnecting the Service. Usage of any Service by any End User or other person in or through the Premises shall be subject to, and constitutes acceptance of, Mediacom's applicable subscription or customer agreement, terms, conditions and policies, as from time to time in effect and modified or replaced by Mediacom in its discretion ("Subscriber Terms"). Continued use of any Service after any change to or replacement of the Subscriber Terms constitutes acceptance. Mediacom may suspend or terminate any or all Services to the Premises as a whole if Customer breaches this Agreement, if Mediacom believes in good faith that any user on the Premises may have violated any applicable Subscriber Terms or under any other circumstances stated in the Subscriber Terms.

5. Equipment**5.1 Customer Premise Equipment Supplied by Mediacom**

If requested by Mediacom, Customer shall promptly replace customer premises equipment supplied by Mediacom that is installed on the Premises ("CPE") with substitute equipment and return the original equipment to Mediacom unless it is equipment that Customer has purchased and paid for in full ("Purchased Equipment"). If Mediacom upgrades or otherwise changes the kind of required CPE generally throughout the System, then it may increase the applicable Monthly Service Fee by the amount of any increased charge for the newly required item (and for any integrated services) that it from time to time applies generally within the System. On the date that the Service Term ends for any reason, Customer shall promptly return any and all CPE in Customer's possession or control (other than Purchased Equipment) to Mediacom.

5.2 Equipment Not Supplied by Mediacom

In addition to a cable modem, use of the Service requires that a User supply their own computers, Ethernet devices (if required) and operating systems that meet our technical requirements, and Customer acknowledges that Mediacom has made those requirements available to Customer before the execution and delivery of this Agreement. If the Service cannot be used because of the incompatibility of any of such items with the Service, Customer will remain liable for all fees and charges under this Agreement. Customer is solely responsible for any unavailability, degradation or interruption of the Service, damage to equipment, software or property or loss of data or other consequences suffered by Customer or any User resulting from use by Customer or other Users of any modem, computer, operating system or other item that does not conform to our technical requirements. Mediacom will not be obligated to provide customer support relating to any issues or problems that result from use of any such nonconforming item. The fact that we rent, sell, recommend, require or approve a cable modem, computer, operating system or other item for use in the Service does not make us responsible if it has defects or problems. It is strongly recommended

that the number of computers connected through a proxy or hub not exceed five computers per modem. Mediacom is not responsible or liable for any degradation in speed or functionality of the Service or other consequences if Customer does not follow that recommendation. Mediacom is not responsible for the performance, maintenance or repair of equipment or other items it does not furnish.

6. User Software

In connection with the Service, Mediacom may periodically require or permit Customer to download, install or use software or firmware and related documentation ("Software") that is (or claimed as) the intellectual property of Mediacom or of one or more of its affiliates, licensors or suppliers ("our Licensors"). Use of any such Software is governed by this Agreement and any additional terms that Mediacom identifies as applicable, as they may be periodically modified or replaced ("Additional Terms").

7. Certain Obligations of Customer.

Customer shall take reasonable steps to protect the Mediacom Facilities and all other property of Mediacom from damage, loss or theft while on the Premises and shall pay the reasonable costs of repairing or replacing any item suffering such loss, theft or damage not caused by Mediacom. Customer shall not, and shall not permit any End User or other person to, (i) interfere with provision of Mediacom Services or disturb, alter, disconnect, move or interfere with any of the Mediacom Facilities or grant any easement or right that could have any such effect, (ii) attach, connect, interconnect, install or place any equipment, cable, wire, fiber or other item to, with, through or in any Mediacom Facilities or any related conduits, racks, lock boxes, connection boxes, distribution frames or similar items or (iii) use any of the Mediacom Facilities in any manner or for any purpose except as expressly authorized by Mediacom in writing.

8. Mediacom Business Phone

8.1 Tariffs

Telephone Services may be provided pursuant to rates, terms, and conditions contained in tariffs on file with state and/or federal regulatory authorities, and Mediacom may amend such tariffs and Telephone Service shall be subject to such tariffs, as amended.

8.2 International Services

If Customer wishes to subscribe to or use International Calling Services from Mediacom, Customer may activate that function by providing Mediacom a credit card number to secure payment for such services. Customer will be billed for all services including International Calling monthly and shall pay all invoices timely.

8.3 Customer Proprietary Network Information ("CPNI")

Pursuant to federal law, CPNI is (A) information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by Customer, and that is made available to Mediacom by Customer solely by virtue of the carrier-customer relationship; and (B) information contained in the bills pertaining to telephone service received by Customer. Mediacom will not use, disclose, or permit access to Customer's CPNI except in connection with the provision of services from which such information is derived, or as authorized or required by federal law, or as expressly authorized by Customer. The Federal Communications Commission ("FCC") has adopted additional rules in 47 C.F.R. § 64.2010 that would restrict our ability to disclose certain information to or permit certain changes to accounts by inbound callers or visitors to our offices, and that would regulate our ability to provide customers with account access over online portals. However, the FCC permits business customers and their telephone service providers to agree to more flexible customer authentication methods that are better suited for an efficient business relationship. Customer hereby agrees that its dedicated account representative assigned by Mediacom and Mediacom's personnel who are responsible for commercial accounts may disclose your CPNI or make changes to your account at the request of persons that they reasonably believe to be your authorized representatives, that Mediacom may provide online access to your CPNI in any commercially reasonable manner, and that the requirements of Section 64.2010 of the FCC's rules shall not apply to the relationship between Mediacom and Customer.

9. Mediacom Online Service

9.1 Services

The Services may be used only by Customer's authorized users while physically present at a Service Location or Premises, except that Customer may allow its employees to also access the Service through Customer's internal network from authorized remote locations. The only authorized users of the Service are your employees and persons whom you allow to use the Service while at a Service Location in furtherance of a commercial relationship with you. Neither you nor any User may directly or indirectly (i) resell the Service to any person in any manner, or (ii) use the Service in support of or otherwise in connection with the sale of any telecommunications, Internet access or television or other video or music service to third parties. Customer is responsible for providing technical or other support required by any User. "User" means you and any other person that uses or accesses any Service, whether or not authorized. You are responsible for restricting use of the Service to authorized Users for authorized purposes. Without limiting the generality of the foregoing, if Customer permits or makes possible use of the Service by any person under eighteen, Customer is responsible for such use and agrees to hold Mediacom harmless from such use. Mediacom recommends that any such use by a minor be permitted only under the supervision of a responsible adult. Inclusion in this Agreement of references to Users does not give any User any right or remedy.

9.2 IP Addresses

Unless the ISP Features expressly include assignment of static IP addresses, IP addresses related to the Service will be dynamically assigned. IP addresses are subject to the policies and procedures of any third party from whom Mediacom obtains such addresses and of the Internet Assigned Numbers Authority, the registrar authorizing the use of the IP addresses, and the Internet Engineering Task Force, the issuing registrar. Mediacom

makes no representations or warranties regarding: (i) the ability to obtain or to continue to use any particular IP addresses, or (ii) the route ability of any IP addresses. Customer's use of all IP addresses allocated to Customer by Mediacom must cease upon expiration or termination of this Agreement. All IP addresses assigned by Mediacom will continue to be the property of Mediacom or its suppliers, are not transferable by Customer and must be relinquished by Customer upon the expiration or termination of this Agreement.

9.3 Acceptable Use Policy

(a) Use of the Service by each User must comply with Mediacom's Business Acceptable Use Policy (the "BAUP"). The BAUP is posted online at business.mediacomcable.com/baup and any future changes will be posted there or at another Webpage we designate by notice to Service customers. Since the BAUP may be revised periodically, Customer and other Users should regularly visit the appropriate webpage to be sure the most recent version is being followed. The Service shall not be used by Customer or any other User in any way that violates any law, infringes, violates or constitutes a misappropriation of any person's intellectual property, publicity, privacy or other legally protected rights, otherwise violates the BAUP, interferes with the use of the networks and services of Mediacom by any other customer or subjects Mediacom or any of its suppliers, contractors, agents or affiliates to liability. Mediacom shall not be liable to Customer or any other User for any action we take if we believe that Customer or any other User has violated the BAUP, any law or regulation or any third-party rights. Customer agrees that those actions may include immediate suspension or termination of the Service or removal of or restriction of access to content or material. We may take those actions without notice to Customer or any other User. The Service may also be subject to blocking if used in a manner that places a disproportionate burden on the Mediacom Network or any of the Shared Networks, impairs services received by other customers or otherwise adversely affects Mediacom, its service providers or any of the Shared Networks. (b) Subject to applicable law, Mediacom may, at any time and periodically modify or replace our Acceptable Use Policy. Mediacom will give Customer at least ten days' prior notice of any such changes that, in our good faith judgment, materially adversely affect Customer's rights or obligations under this Agreement or otherwise with respect to the Service, except that shorter advance notice may be given if We believe reasonably and in good faith that We or the Service might be adversely affected if longer notice were given. We will give notice by a posting at business.mediacomcable.com/baup (or another Web location of which Customer is notified) or via e-mail, postal mail or another appropriate means. Customer will ensure that all Users are informed of and comply with the terms of this Agreement, including Mediacom's AUP. Customer will be liable for any non-compliance by any User.

9.4 Risks of Internet Usage

The Service enables access to the Internet and, therefore, to the Websites and content of third parties, some of which may be offensive to Customer or some Users or may violate law or protected rights of others. Third parties may misuse the Internet, including to promote fraudulent schemes or to sell products or services that are misrepresented. Mediacom has no responsibility or liability with respect to the Websites, information, products, services, content or other materials of third parties that are accessed, distributed, provided or advertised through or over the Service. Technological characteristics of the Internet and methods of access may create the risk that third parties will gain unauthorized access to a User's computer, files and communications or learn about the User and his, her or its activities. Use of the Internet may result in the introduction into Customer's or a User's computers or internal network of computer viruses or other harmful elements. The foregoing is not an exhaustive list of the risks associated with Internet access and Customer fully understands those risks. It is Customer's or each User's sole responsibility to prevent and detect unauthorized access, to protect against damage to or destruction of hardware, software, files and data because of infection by computer virus or other harmful attacks and other risks. Mediacom is not responsible or liable for the actions of third parties or harm, loss, damage or other consequences to Customer or Users resulting from such actions. Use of the Service is at your and each User's own risk, whether or not you use any security, antivirus or other software, technology or method at our recommendation or otherwise.

10. Termination

If either party materially breaches its representations, warranties, covenants, agreements or obligations under this Agreement, the other party may terminate this Agreement upon at least thirty days' prior written notice, unless such breach is cured within the notice period. If the breach is of such a nature that it cannot reasonably be cured within the notice period, but it is curable and the party in breach promptly begins and diligently continues to cure it, there shall be a reasonable additional period to complete the cure. Failure by Customer to make any payment due or a breach of Section 2, 6, 7 or 20.11 of this Agreement shall constitute a material breach that shall not be curable. Initial and continued availability of any Service is conditioned upon compliance by Customer with this Agreement, including all incorporated terms, and completion by Mediacom of the necessary and desirable construction, installation and other work. Mediacom may terminate its obligation to activate or provide any Service if it encounters unanticipated or higher than expected costs or expenses. Mediacom, in its discretion, may terminate this Agreement in whole or as to one or more Services at any time upon at least 60 days' prior written notice.

11. Effects of Termination

Upon expiration or termination of any Service or this Agreement for any reason (i) Customer must pay all accrued and unpaid fees and charges; (ii) Mediacom's access rights granted above shall continue for the period reasonably required (but in no event less than 120 days) for Mediacom to recover its property from the Premises; (iii) Customer and End Users must return all Mediacom-furnished equipment, software or other items (except Purchased Equipment) in good condition, ordinary wear and tear resulting from proper use excepted; (iv) subject to all applicable limitations and exclusions, all rights or remedies arising out of a breach of this Agreement shall survive for the applicable statute of limitations; and (v) the provisions of this Agreement which state that they survive or which reasonably should be expected to survive expiration or termination (including any provisions relating to disclaimers, limitations or exclusions of warranties and liability, confidentiality or indemnification) shall survive indefinitely.

12. Warranty Disclaimer

To the maximum extent permitted by law, Mediacom disclaims all warranties not expressly and specifically set forth herein, whether express or implied, including any warranty of merchantability or fitness for a particular purpose, that Mediacom's systems, equipment, software or services will be free of errors, outages or defects, as to upstream or downstream transmission speed or arising from course of dealing or practice.

13. Outages, Etc.

Mediacom shall not be liable for any outage, loss of functionality, interruption, deficiency in quality, speed or reliability of or other defect or deficiency in any Service (an "outage or defect") or any consequence that, directly or indirectly, in whole or in part, is caused by or results from any force majeure event or any act or omission of Customer, any End User or any other third party. If any outage or defect is caused solely by the willful misconduct or gross negligence of an authorized employee or agent of Mediacom, then Mediacom's sole liability and responsibility shall be (i) to use commercially reasonable efforts to correct the problem within a reasonable time and (ii) if such outage or defect causes the Service to be unavailable to all or substantially all of the Premises for twenty-four consecutive hours or more, to allow Customer a credit against future Monthly Service Fees for such Service equal to one-thirtieth of the Monthly Service Fee for each period of twenty-four consecutive hours of interruption, with a maximum of three credits in any calendar month. This Section supplements, and does not supersede, modify or otherwise affect, any other exclusions, disclaimers or limitations of liability in this Agreement.

14. No Consequential Damages

To the maximum extent permitted by law, Customer agrees that none of the Mediacom Parties shall be liable (whether based on contract, warranty, negligence, strict liability or other legal or equitable theory or cause of action) for any indirect, incidental, consequential, reliance, special or punitive damages (or similar damages, however denominated) directly or indirectly arising out of, resulting from or relating to this Agreement or its subject matter, performance, nonperformance or breach, any of the Mediacom Facilities or any Mediacom Service, even if aware that they could result. This Section shall survive failure of any other disclaimer, exclusion or limitation or a finding of failure to provide an effective remedy. "Mediacom Parties" means Mediacom and its stockholders, partners, members, affiliates, directors, officers, employees, contractors, agents or representatives.

15. Limit On Direct Damages

To the maximum extent permitted by law, Customer agrees that none of the Mediacom Parties shall be liable (whether based on contract, warranty, negligence, strict liability or any other legal or equitable theory or cause of action) for damages directly or indirectly arising out of, resulting from or relating to this Agreement or its subject matter, performance, nonperformance or breach, any of the Mediacom Facilities or any Mediacom Service in an amount that is, in the aggregate, for any and all persons and any and all claims, in excess of the lesser of (i) the Monthly Service Fees actually paid to Mediacom by Customer during the three months ended most recently before the date liability for such damages arose or (ii) Five Hundred Dollars.

16. Essential Element Of The Bargain

Each of the parties waives any claim for damages or costs excluded under this Agreement or in excess of any limit contained in this Agreement. The provisions of Sections 12, 13, 14 and 15 and this Section 16 are essential elements of the bargain reflected in this Agreement and the parties intend for them to be strictly enforced. If, in a final decision of a court having jurisdiction (not subject to further appeal), it is nonetheless held that any of the disclaimers, exclusions or limitations contained herein may not be enforced, then in such jurisdiction the liability of Mediacom (or any of the other Mediacom Parties) to any and all persons for any and all claims shall be limited to the smallest amount permitted by applicable law.

17. Indemnification

Customer agrees to indemnify, defend and hold harmless each of the Mediacom Parties for, against and from any and all claims, demands, damages, losses, penalties, actions, proceedings, costs and expenses, including attorneys' fees, directly or indirectly arising out of, resulting from or relating to (i) Customer's breach of this Agreement, (ii) injury to person or property or loss of life or property resulting from the condition or use of the Premises, unless directly caused by the gross negligence of Mediacom or its contractors, agents or representatives while acting within the scope of their employment, (iii) damage or loss to Mediacom or its affiliates or the Mediacom Facilities caused in whole or in part by Customer or any of its contractors, agents or representatives or any End User or other person in any Unit, (iv) noncompliance with any of the Subscriber Terms by any End User or other user of any Service or (v) any other act or omission of Customer or any of its contractors, agents or representatives.

18. Liquidated Damages

The parties agree that it would be exceedingly difficult to accurately measure the damages from Customer's breach of its obligation to purchase any Service for the full Service Term or obligations under Section 9. In the event of any such breach, Mediacom, in addition to exercising its termination rights, may elect as a remedy payment by Customer to Mediacom, as liquidated damages and not as a penalty the product of 75% of the combined Monthly Service Fees for the Services multiplied by the number of months remaining in the Service Term.

19. Arbitration

(a) Any and all claims or disputes (a "Claim"), including any past, present or future claims or disputes shall be resolved, upon the election of either you or us, by binding arbitration pursuant to this Arbitration Provision and the procedures of the National Arbitration Forum ("NAF") <http://www.adrforum.com/> or the American Arbitration Association ("AAA") <http://www.adr.org/>, as selected by the party electing to use arbitration. (b) If you do not wish to be bound by this arbitration clause, you must notify Mediacom in writing within 60 days after receiving a copy of this Agreement (Mediacom Legal Department, One Mediacom Way, Mediacom Park, NY 10918). (c) Whoever files the arbitration pays the initial filing fee. The arbitrator will decide who will ultimately be responsible for paying those fees. In no event will you be required to reimburse us for any arbitration filing, administrative, or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. (d) Any arbitration and its results shall be kept confidential, except as required by law or to enforce the award. (e) The arbitrator shall strictly enforce this Agreement and may not modify its terms. Except to the extent provided by substantive law, the arbitrator may award only damages or costs specifically permitted by this Agreement which are supported by admissible evidence and must apply all exclusions, disclaimers and limitations of liability contained herein. The arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court with jurisdiction. (f) Neither party is precluded from seeking interim injunctive relief from a court in order to preserve the status quo, prevent irreparable harm or protect assets or property until the arbitrator has been appointed and decided the matter of interim relief or resorting to court proceedings to enforce the other party's compliance with this Section 19. Nothing in this Section shall affect Mediacom's right to suspend or terminate this Agreement or any Service for non-payment or preclude it from bringing an action in court having

jurisdiction to collect unpaid amounts plus its collection costs, including attorneys' fees. (g) If any provision of this arbitration agreement should be found invalid or unenforceable by an arbitrator or court having proper jurisdiction, such a determination shall not affect the enforceability of the remaining provisions, which shall continue in full force and effect. However, this entire Section 19 shall be null and void with respect to any Claim if the "Class action waiver" paragraph above is held to be invalid or unenforceable with respect to such Claim by an arbitrator or court having proper jurisdiction.

20. Miscellaneous

20.1 Independent Contractors; No Agency; Service Changes; Service is Non-Exclusive

The parties are independent contractors. Neither party shall have the authority to act for or to assume, create or incur any liability or obligation binding upon the other party. Subject to mandatory, nonwaivable applicable law and the express provisions of this Agreement, Mediacom (i) may change the terms, conditions, restrictions and policies applicable to any Service or add, delete, discontinue or change the composition, features, specifications and functionality of any Service; and (ii) otherwise retains sole and absolute discretion as to all aspects of and matters relating to any Service. Without limiting the generality of the foregoing, Mediacom (i) may alter the CATV Service (if separate), add or delete programming networks or services or require use of a digital converter or other CPE to receive any or all networks or services, (ii) does not guarantee the availability or continued availability of any programming service, network, program, Website or content and (iii) may institute or change limits on number and storage capacity of e-mail accounts and personal Webspace, impose charges for bandwidth usage exceeding specified levels or take other actions that affect any Service's speed or other characteristics. Each Service is provided to Customer on a non-exclusive basis.

20.2 Force Majeure

Mediacom shall not be liable by reason of any failure or delay in the performance of its obligations because of strikes, shortages, fire, flood, weather, war, riot, terrorism, governmental action, labor conditions, earthquakes, interruptions in telecommunications services, Internet access, utilities or other services, acts or omissions of suppliers, carriers or other third parties, acts of God or any other cause beyond its reasonable control, whether or not similar to the foregoing.

20.3 Persons Bound; Assignability; No Third Party Beneficiaries

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, legal representatives and permitted assigns. Customer may not assign or delegate this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of Mediacom; provided, however, that Customer shall make the written assumption of this Agreement a condition of any sale, transfer or assignment of the Premises and shall notify Mediacom in the event of any such sale, transfer or assignment. Whether or not Customer complies with its obligation to require such assumption, the rights granted to Mediacom shall run with the land and this Agreement shall bind each and every owner of the Premises. Mediacom may assign this Agreement or assign, delegate or subcontract any of its rights or obligations hereunder to any of its affiliates, any successor (by sale of assets, merger or otherwise) to ownership or operation of the System or other person. No End User or other person is a third-party beneficiary of this Agreement. Customer shall not be a third-party beneficiary of any contract, agreement or arrangement between Mediacom and any End User.

20.4 Severability

If any provision of this Agreement or its application to any person or circumstance is held by a court with jurisdiction to be invalid or unenforceable, the remaining provisions, or the application of such provision to other persons or circumstances, shall remain in full force and effect. Such court may substitute a suitable and equitable provision to carry out, so far as may be valid and enforceable, the intent and purpose of the invalid or unenforceable provision and, if the court does not do so, the parties shall negotiate in good faith to agree upon such a provision. Any provision that is judicially unenforceable in any jurisdiction shall not be affected in any other jurisdiction.

20.5 Governing Law; Waiver of Jury Trial; No Class Actions

This Agreement shall be governed by the laws of the State in which the Premises are located; however, the Federal Arbitration Act shall govern the arbitrability of disputes regarding this Agreement and any Service. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any action, suit or proceeding arising out of or relating to this Agreement. To the maximum extent permitted by applicable law, the parties agree that there shall be no right to have any Claim litigated or arbitrated on a class action basis or as a claim brought in a purported representative capacity on behalf of persons similarly situated or the general public.

20.6 Entire Agreement

Customer accepts, and agrees that any Service shall be subject to, the Subscriber Terms, as they from time to time may be in effect and modified or replaced from time to time by Mediacom, with the same effect as though incorporated herein and as if Customer were a customer thereunder, except that any arbitration or payment provisions thereof are not incorporated. In the event of any conflict between the express provisions of the Subscriber Terms incorporated herein and the express terms of this Agreement other than such incorporated provisions, the express terms of this Agreement shall apply. This Agreement (including all incorporated terms) is the entire agreement between the parties pertaining to its subject matter. No course of dealing or practice shall be used to interpret, supplement or alter the express written terms of this Agreement. The statements made by a party otherwise than in an express written provision of this Agreement are not representations or warranties and do not create obligations. By entering into this Agreement, Mediacom does not waive or impair any easement, license or rights it or any of its affiliates may have to access to the Premises for any purpose under federal, state or local law, by contract or otherwise, and this Agreement does not supersede any other agreement by which any such easement, license or right is granted.

20.7 Amendments; Waivers; Counterparts

Amendments of this Agreement must be in writing and signed by both parties. No failure or delay in exercising any power, right or remedy will operate as a waiver. A waiver, to be effective, must be written and signed by the waiving party. This Agreement may be executed in counterparts.

each of which shall be deemed an original and all of which together shall constitute one and the same agreement. To be effective, any amendment or waiver on behalf of Mediacom must be signed by a duly authorized officer of Mediacom at the level of Vice President or above.

20.8 Specific Performance

Customer acknowledges that if it breaches any of its obligations under any of Sections 2, 6, 7, 8, 9 or 20.11 of this Agreement, Mediacom will be irreparably harmed, and damages will be inadequate to compensate Mediacom for such breach. Accordingly, without limiting any other right or remedy of Mediacom, Mediacom shall be entitled to specific performance or injunctive relief if there is any breach or threatened breach thereof. This does not preclude Mediacom from seeking specific performance or injunctive relief in any other circumstance.

20.9 Remedies Are Cumulative

Unless otherwise expressly stated in this Agreement, all remedies (including suspension and termination rights) available under or with respect to this Agreement are cumulative and in addition to all other remedies, if any, available at law or in equity. The prevailing party in any litigation or arbitration between the parties arising out of this Agreement shall be entitled to recover its court costs and reasonable attorneys' fees.

20.10 Binding Agreement

Customer represents and warrants that it has all necessary right, power and authority to enter into and perform this Agreement, and that this Agreement has been duly authorized, executed and delivered by, and constitutes a legal, valid and binding agreement of, Customer. The foregoing representation and warranty shall survive the execution, delivery, expiration or termination of this Agreement.

20.11 No Disclosure of Terms, Etc.

Customer shall not disclose to any third party the specific terms of this Agreement or any other information that Mediacom has provided or hereafter may provide to Customer and that is marked as confidential or proprietary or that because of its nature should reasonably be considered to be confidential or proprietary information of Mediacom or any third party, other than disclosure under an obligation of confidentiality to (i) its officers, employees, accountants and attorneys who need to know such information to perform their duties for Customer or (ii) any purchaser or bona fide prospective purchaser of the Premises.

20.12 Notices

Any notice required or permitted to be given to a party under this Agreement shall be in writing and shall be deemed given when delivered personally, the next business day after being sent by reliable overnight courier or forty-eight hours after it is deposited in the United States mail with registered or certified mail postage prepaid, in each case addressed to such party at its notice address below its signature to this Agreement or another address designated by at least ten days' prior written notice to the other party.

20.13 Certain Rules of Interpretation; Further Assurances

This Agreement shall be interpreted according to its fair meaning and not strictly for or against either party, regardless of authorship. All definitions apply equally to the singular and plural forms of the terms defined. Unless the context otherwise unambiguously requires, the word "or" means "and/or." The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "person" shall be broadly construed and includes any natural person, any corporation, trust, association, limited liability company, partnership, joint venture or other entity and any government or governmental agency, authority, body, instrumentality or subdivision. Whenever the context requires, any pronoun shall include the corresponding masculine, feminine and neuter forms. Headings in this Agreement shall not affect the interpretation of this Agreement. The parties shall cooperate with each other in carrying out the purposes of this Agreement and use their commercially reasonable efforts to cause third parties with whom they deal and whose cooperation is necessary to likewise cooperate.

20.14 Regulatory Change

If there is any change in any applicable law, rule or regulation or the interpretation thereof by any regulatory agency, court or other governmental entity or authority or any decision in any judicial or administrative case or arbitration which, in the reasonable opinion of Mediacom, would make the provision of any Service illegal or might, if Mediacom continued to perform this Agreement, subject Mediacom or any of its affiliates to any penalty, liability or new or increased regulation, require that Mediacom or any of its affiliates make any of its networks or facilities available to third parties, render the performance of this Agreement by Mediacom unprofitable or burdensome or subject Mediacom or any of its affiliates to any other adverse consequence, Mediacom may require that this Agreement be renegotiated in good faith to ameliorate the adverse effects of such change or decision to the extent reasonably possible or may terminate this Agreement upon written notice to Customer given at any time after such change or decision.

ADDITIONAL TERMS OF SERVICE FOR MEDIACOM BUSINESS MANAGED WI-FI SERVICE AND HOTSPOT USE

21. Mediacom Managed Wi-Fi

21.1 Wi-Fi Service

Mediacom Business Wi-Fi supported by a Mediacom Business-provided wireless router is a service available to certain Customers and provides wireless access to the Internet Service within the Premises ("Wi-Fi Network"), for which Customer may be charged a fee consistent with Mediacom's then-current practices. Customer must purchase Mediacom Online Service in order to receive Mediacom Business Managed Wi-Fi. The Mediacom provided Wi-Fi router comes programmed with certain default settings and configurations for the Wi-Fi Network. Customer may modify the default settings and configurations on the Mediacom provided Wi-Fi router although Mediacom Business recommends maintaining the default configuration and settings. Mediacom does not guarantee the security of the Mediacom provided Wi-Fi router and Customer's connection to the Online Service via the Wi-Fi Network. Customer understands and agrees that Customer is solely responsible for the security of

its Wi-Fi Network and must enable and use encryption in order to access Mediacom provided applications. Customer understands that this service is intended to be used by the Customer and its End Users and that Mediacom accepts no liabilities for any third-party usage.

21.2 Mediacom Business Wi-Fi Router

The Mediacom provided Wi-Fi router will collect and maintain certain information regarding access to and use of the Wi-Fi Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Mediacom to provide the Online Service and support, as well as for Mediacom's internal business analytics regarding the use of the Online Service. Customer acknowledges and agrees that Mediacom shall have access to the network name and password associated with the Mediacom provided Wi-Fi router in order to provide support and diagnostic services. Mediacom reserves the right to modify the Wi-Fi network name and password for the Mediacom provided Wi-Fi router in order to safeguard internet security, the security and privacy of Customer's information, where required by law, or for other good cause to provide, upgrade, and maintain the Online Service, and protect the network, other users of the Internet, or our customers and subscribers. Abusive, vulgar, offensive, inappropriate or profane Wi-Fi Network names are prohibited and may be modified in Mediacom's sole discretion. Customer acknowledges that the Mediacom provided Wi-Fi router is considered CPE and owned by Mediacom.

21.3 Mediacom Managed Wi-Fi Hotspot

Mediacom reserves the right to configure the Mediacom provided Wi-Fi router to distribute a wireless internet access point (i.e., a Mediacom Managed publicly accessible Wi-Fi Hotspot) separate from the Wi-Fi Network. Any use of bandwidth from such wireless access point by third parties will not be considered to be use by the Customer for any purpose. Customer shall have the right to disable such Wi-Fi Hotspot and shall not be responsible for the security of the Wi-Fi Hotspot.

- a. To be eligible to receive the Wi-Fi Hotspot, Customer must be receiving Mediacom Online Service. Subject to the foregoing, Mediacom will, and Customer grants Mediacom permission to, attach, install, maintain, operate, and upgrade Wi-Fi-related equipment, cables and devices ("Wi-Fi Equipment") on and within the Premises. The Wi-Fi Equipment will be operated by Mediacom, at no cost to Customer, in order to provide the Wi-Fi Hotspot at the Premises(s). Customer agrees to provide a standard power source for operation of the Wi-Fi Equipment.
- b. Customer's use of the Mediacom Managed Wi-Fi Hotspot is subject to the following additional terms and conditions:
 - i. The Wi-Fi Hotspot made available at Premises may be accessed by Customer and its End Users through their Mediacom accounts for no additional charge.
 - ii. To access the Wi-Fi Hotspot, Customer and its End Users and patrons must have a Wi-Fi-enabled device that meets the technical specifications for the Wi-Fi Hotspot.
 - iii. Customer grants Mediacom the right to advertise, market and otherwise promote Customer's location(s) as a Wi-Fi Hotspot access point(s), in any and all forms of media now known or hereafter developed, in Mediacom's sole discretion, and Customer grants Mediacom a license to use Customer's names, trademarks and logos in connection with such advertising, marketing and promotion.
 - iv. Customer will not be entitled to receive any refunds or credits should the Wi-Fi Hotspot be interrupted or fail, regardless of the length of time during which the Wi-Fi Hotspot is unavailable.
 - v. All Wi-Fi Equipment constitutes CPE and is owned by Mediacom. Customer may not relocate or disconnect the Wi-Fi Equipment.

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Jeff Montgomery

Date: 10/4/2022

Department: Internet Access at Parks

ITEM OR SERVICE INFORMATION

- 1. What item or service do you need to purchase?** Cable Modem service for Barnwell, Founders, and Manley Parks. This connection is used for camera surveillance at the fields.
- 2. What is the total cost of the item or service?** \$19372.05 (3 years of service with install fee)
- 3. Where will the item or service be physically located?** Barnwell, Founders, and Manley Parks
- 4. What is the primary function of the item or service?** Camera Security
- 5. How many do you need?** 3
- 6. Item or Service Is:** New Used Replacement Annual Request
- 7. When do you anticipate implementation?** November
- 8. Additional Information or Comments:** Only provider in areas to provide connection

BUDGET INFORMATION

- 1. Is it budgeted?** Yes No Emergency Request
- 2. If budgeted, what is the budgeted amount?** Click or tap here to enter text.
- 3. What is the Capital Project Name or Operating Budget Code:** Rec - 50380
- 4. Check any applicable boxes:** State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

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

PURCHASING USE ONLY

Vendor Name: Mediacom

Vendor Number: 21142

Current Business License: Yes No

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 one (1) McElroy T412 Track Fusion Machine for the Water/Wastewater Department from Consolidated Pipe & Supply Company, Inc. as Sole Source Distributor; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The cost will not-to-exceed \$75,453.00.

ADOPTED ON THIS 24TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 10/14/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of a McElroy T412 Track Fusion Machine

Project Location: Sewer Dept

Presented to City Council: 10/24/2022

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

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 75,453.00 Not-to-Exceed

Vendor: Consolidated Pipe & Supply

Project Engineer: n/a

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

DCT 14 '22 4:38:29 *Jaw*

Department Funding This Project

General Gas Electric Water **Wastewater** Sanitation Cap Project Impact Gas Tax 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 Meter-19 IT-16
Fleet-46 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 XXX
Inventoried _____

Expense Code: 004020-50470
G/L Acct Name: Purchases Vehicles & Equipment

Project Budgeted: \$ 85,000.00
Balance Sheet Item included in projected cash flow

Over (Under) budget amount: \$ (9,547.00)

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

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

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

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant	City Treasurer	Mayor
Purchasing Memo Date: <u>10/11/2022</u>	Purchasing Memo Date: <u>10/11/2022</u>	Delivered To Date: <u>10/14/2022</u>
Request Approved Date: <u>10/14/2022</u>	Request Approved Date: <u>10/14/2022</u>	Approved Date: <u>10/14/2022</u>
Signatures: <u><i>Aislinn Stone</i></u> Aislinn Stone	<u><i>Kim Creech</i></u> Kim Creech	<u><i>Sherry Sullivan</i></u> Mayor Sherry Sullivan



MEMO


Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

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

From: 
Erin Wolfe, Purchasing Manager

Date: October 11, 2022

Re: **Green Sheet and City Council Approval of Procurement of a McElroy T412 Track Fusion Machine**

The Water/Wastewater Superintendent, Jason Langley, is requesting procurement of one (1) McElroy T412 Track Fusion Machine.

Consolidated Pipe & Supply Company, Inc. is the sole source provider of McElroy T412 Track Fusions Machines in Alabama. The quote for one (1) McElroy T412 Track Fusion Machine with diesel package and options is Seventy-Five Thousand Four Hundred Fifty-Three Dollars (\$75,453.00).

NOTES:

See Attached Vendor Proposal for Details.

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement for one (1) McElroy T412 Track Fusion Machine for a not to exceed budgeted amount of \$75,453.00 from Consolidated Pipe & Supply Company, Inc.

CC file, Jason Langley, Tim Bung, Clint Steadham

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

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

C O N S O L I D A T E D P I P E A N D S U P P L Y C O . , I N C .
C U S T O M E R Q U O T E

4180 Hall Mill Road
PO Box 191057
Mobile AL 36693
0029 - MICHA LAMBERT
Office 251-666-6691
WATS 800-699-6691
Fax 251-666-5311

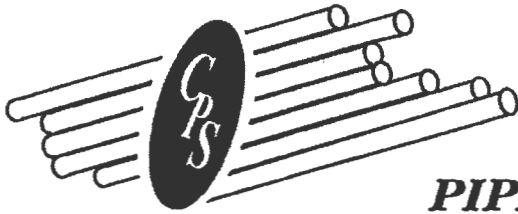
Quote Nbr: 331844 000
Quote Date: 10/11/2022
Job: T412 TRACKSTAR
Engineer: FAIRHOPE
Bid Date: 10/11/2022

Page 1

350133 - FAIRHOPE CITY OF
WATER & SEWER
P O BOX 429
FAIRHOPE AL 36533

Good Until: 11/11/2022
To: MICHA
Email: MICHA.LAMBERT@CONSOLIDATEDPIPE.COM

Qty	Size/Wall/Description	Price	Extended Price
1.0	T412 MCELROY HF DIESEL PKG AT1223602	68,275.00 EA	68,275.00
1.0	10 MCELROY DIPS BF INSRT 1207221	1,841.00 EA	1,841.00
1.0	8 MCELROY DIPS BF INSRT 1207107	1,841.00 EA	1,841.00
1.0	6 MCELROY DIPS BF INSRT 801525	2,700.00 EA	2,700.00
1.0	4 MCELROY DIPS BF INSRT 809315	796.00 EA	796.00
Total:			75,453.00



Consolidated

PIPE & SUPPLY COMPANY, INC.

4180 Halls Mill Road • Mobile, AL 36693

Ph: 251-666-6691 • Fax: 251-666-5311

October 11, 2022

To Whom It May concern

RE: McElroy Fusion units

These units are exclusively for Utility infrastructure project. Consolidated Pipe & Supply is the only stocking distributor for these units in the State of Alabama. With stocking Branches in Birmingham, Mobile, Montgomery, Auburn, Decatur, Tuscaloosa and Huntsville.

McElroy's Trackstar Units are the only domestically made track style HDPE fusion units in the United States.

McElroy's exclusive self-contained track welding unit are made in Oklahoma.

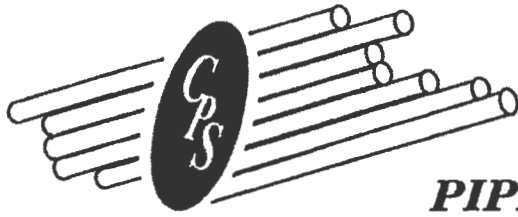
Sincerely,

Micha Lambert

Consolidated Pipe & Supply

Utility Sales Manager

Mobile AL



Consolidated

PIPE & SUPPLY COMPANY, INC.

4180 Halls Mill Road • Mobile, AL 36693
Ph: 251-666-6691 • Fax: 251-666-5311

October 11, 2022

To Whom it may concern

RE: McElroy Fusion Units

These units are used exclusively for Utility infrastructure projects. Consolidated Pipe & supply is the only stocking distributor for these units in the State of Alabama . With Stocking Branches in Birmingham, Mobile, Montgomery, Auburn , Decatur , Tuscaloosa and Huntsville.

Sincerely,

Micha Lambert
Consolidated Pipe & Supply
Utility Sales Manger
Mobile AL



Required CITY OF FAIRHOPE
PURCHASING DEPARTMENT
REQUEST FORM

Name: Jason Langley

Date: 10/12/2022

Department: Water and Wastewater

Table with 6 columns: Expenditure Threshold, Distinctions, Quotes Required, Approval, Green Sheet, Resolution. Rows include thresholds like 'Under \$5,000' and 'Operational NON-Budgeted'.

QUOTES

Table with 2 columns: Vendor Name, Vendor Quote. Row 1: Consolidated Pipe Supply, \$ 75,453.00.

Check any applicable boxes: [] State Contract [] ALDOT [] Purchasing Group [X] Sole Source (Attach Sole Source Justification)

ITEM OR SERVICE INFORMATION

- 1. What item or service do you need to purchase? McElroy T412 Track Fusion machine
2. What is the total cost of the item or service? \$75,453.00
3. How many do you need? 1
4. Item or Service Is: [X] New [] Used [] Replacement [] Annual Request
5. Vendor Name (Lowest Quote): Consolidated Pipe Supply
6. Vendor Number: 19
If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

- 1. Is it budgeted? [X] Yes [] No [] Emergency Request
2. If budgeted, what is the budgeted amount? \$85,000
3. Budget code:004020-50470 Purchase Equipment

Email completed form with quotes and other supporting documentation to Erin.Wolfe@FairhopeAL.gov and Rhonda.Cunningham@FairhopeAL.gov.

RESOLUTION NO. _____

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

[1] That the City of Fairhope approves the procurement of Installation of an Access Control System for the new Planning Department Office in the Pecan Building for the IT Department from Security 101; and authorizes procurement based on the Access Control for the Pecan Building is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(15). The cost will not-to-exceed \$15,864.87.

ADOPTED ON THIS 24TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 10/14/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Installation of Access Control System for Planning Dept Offices

Project Location: Pecan Building

Presented to City Council: 10/24/2022

Funding Request Sponsor: Jeff Montgomery, Director of Information Technology

Resolution # :
Approved _____

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 15,864.87

Vendor: Security 101

Project Engineer: n/a

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

Department Funding This Project

General Gas **Electric** Water Wastewater Sanitation Cap Project Impact Gas Tax 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 Meter-19 IT-16
Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-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: 003-50473
G/L Acct Name: Warehouse Improvement Purchase

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

Project Budgeted: \$ 15,864.87
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ -

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

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 10/12/2022

Purchasing Memo Date: 10/12/2022

Delivered To Date: 10/14/2022

Request Approved Date: 10/24/2022

Request Approved Date: 10/14/2022

Approved Date: 10/14/2022

Signatures: Aislinn Stone

Signatures: Kiri Creech

Signatures: Mayor Sherry Sullivan



MEMO


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

Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

From: 
Erin Wolfe, Purchasing Manager

Date: October 12, 2022

Re: **Green Sheet and City Council Approval for the Procurement of Installation of Access Control System for the New Planning Department Office in the Pecan Building**

The I.T. Director, Jeff Montgomery, requests approval to procure installation of access control system for the new Planning Department Office in the Pecan Building.

The installation of the access control system shall be completed in two (2) phases. Phase 1 will consist of the installation of two (2) control panels, access control card readers, electric locks, and exit sensors for the Lobby to Office Door and West South Exterior Door. The cost for Phase 1 is Six Thousand Four Hundred Fourteen Dollars and Ninety-One Cents (\$6,414.91). Phase 2 will consist of the installation of three (3) control panels, access control card readers, electric locks, and exit sensors for the IT Closet Door, West North Exterior Side Door, and Water Department Hallway Door. The cost for Phase 2 is Nine Thousand Four Hundred Forty-Nine Dollars and Ninety-Six Cents (\$9,449.96). The total cost for the project is Fifteen Thousand Eight Hundred Sixty-Four Dollars and Eighty-Seven Cents (\$15,864.87) from Security 101.

The Access Control for the Pecan Building is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(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.

NOTES:

See Attached Vendor Proposals for Details.

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

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

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement of installation of an access control system for the new Planning Department Office in the Pecan Building at a cost of \$15,864.87 to Security 101.

CC: Jeff Montgomery, Clint Steadham

City of Fairhope

Project Location
City of Fairhope
555 S. Section Street
Fairhope, AL 36532

COF Planning Office Access Control Phase 1

Proposal No.: 184289.2
Monday, September 5, 2022

Prepared For
Jeff Montgomery
Director of IT



705 Oak Circle Dr. W #91209
Mobile, AL 36691
AL — Alarm: 1090 | LA — Alarm: F175 | MS — Alarm: 15024700

The data contained in all pages of this proposal has been submitted in confidence and contains trade secrets and/or privileged or confidential commercial or financial information. Such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the Customer shall have the right to use or disclose the data herein to the extent provided in the contract. This restriction does not limit the customer's right to use or disclose data obtained without restriction from any source, including the proposer.



J&R Systems Integrators DBA Security 101 Mobile
705 Oak Circle Dr. W #91209
Phone: 251-471-4323
Fax: 251-471-9711
Website: www.Security101.com

Monday, September 5, 2022

Jeff Montgomery
City of Fairhope
555 S. Section Street
Fairhope, AL 36532

Re: COF Planning Office Access Control Phase 1

Dear Jeff Montgomery:

Thank you for allowing Security 101 the opportunity to present this proposal for your consideration. This proposal is based on our discussions, meetings, site surveys, and bid documents created by your organization.

Our company is uniquely qualified to provide the installation and service required for the above referenced security system. Security 101 has an established track record of installing and maintaining similar systems as well as meeting strict time schedules and budget requirements.

Our engineering and project management staff have worked together with me to create this proposal. This team will be prepared to deliver your installation in an organized and professional manner. Our installation crews and service technicians will be uniformed, trained, and in company stocked vehicles.

Finally, although most of the work to be done will be executed by other team members, I will be committed to monitoring the process and making sure that your system meets or exceeds your expectations.

John Gibson
Owner
jgibson@security101.com
Cell Phone: 251-295-2760



General System Description

Proposal #184289.2 COF Planning Office Access Control Phase

1

Security 101 will add two genetec single door controllers, with no cabinet, for 2 doors of access control, and door hardware and software needed. Also includes 1 new door handle as detailed in the quote. Customer to provide two POE plus network connections in IT closet for power and connectivity back to genetec server.

Access Control

Panel Locations

IT Closet

Customer will provide 2 POE plus switch ports, and all power will be provided by the POE switch, any UPS power or backup power is responsibility of customer.

Control Panel	2	Mercury Intelligent Controller, Linux Based, 2In/2Out/2Rd, PoE+ Support (Software Connections included) (Genetec – SY-LP1501)
Control Panel Accessory	2	Genetec™ Advantage for 1 Synergis Enterprise Reader – 1 year (Genetec – ADV-RDR-E-1Y)
Network Switch	1	Existing or Customer Supplied

Access Controlled Doors

Lobby to Office Door

Card Reader In	1	RP40,MLTCLS,SE E,WIEG,PIG,BLK,HF SEOS,MOBILE READY (HID CORP – 920PBNNEK20000)
Electric Lock 1	1	1006CS-630 COMPLET SMART-STRKE (FAIL SECURE) (HANCHETT ENTRY SYSTEMS (HES) – 10620496)
Door Contact	1	3/4" PRESS FIT STUBBY WIRE LEADS (miscellaneous MFG) – N1178CW/ST)
Exit Device - PIR	1	IS320 White Request to Exit Sensors (HIS (Honeywell Integrated Security) – 0-000-361-03)
Other	1	Special Parts: Contractors Cylindrical lock, free egress with key locked outside provided by Security 101

West South Exterior Door

Door is set to be a center rim panic crash bar at door.

Card Reader In	1	RP40,MLTCLS,SE E,WIEG,PIG,BLK,HF SEOS,MOBILE READY (HID CORP – 920PBNNEK20000)
Electric Lock 1	1	Completely surface mount rim strike (ADI LOCK EXPRESS – HE-950010023)
Door Contact	1	3/4" PRESS FIT STUBBY WIRE LEADS (miscellaneous MFG) – N1178CW/ST)
Exit Device - PIR	1	IS320 White Request to Exit Sensors (HIS (Honeywell Integrated Security) – 0-000-361-03)

Qty.	Part Description (Manufacturer – Part Number)	Unit Price	Extended Price	Discount Amount	Final Price
2	3/4" PRESS FIT STUBBY WIRE LEADS (miscellaneous MFG) – N1178CW/ST)	\$10.68	\$21.36	(\$3.84)	\$17.52
1	Completely surface mount rim strike (ADI LOCK EXPRESS – HE-950010023)	\$607.27	\$607.27	(\$109.31)	\$497.96
2	Genetec™ Advantage for 1 Synergis Enterprise Reader – 1 year (Genetec – ADV-RDR-E-1Y)	\$16.80	\$33.60	(\$6.04)	\$27.56
2	Mercury Intelligent Controller, Linux Based, 2In/2Out/2Rd, PoE+ Support (Software Connections included) (Genetec – SY-LP1501)	\$832.65	\$1,665.30	(\$299.76)	\$1,365.54
1	1006CS-630 COMPLET SMART-STRKE (FAIL SECURE) (HANCHETT ENTRY SYSTEMS (HES) – 10620496)	\$607.23	\$607.23	(\$109.30)	\$497.93
2	RP40,MLTCLS,SE E,WIEG,PIG,BLK,HF SEOS,MOBILE READY (HID CORP – 920PBNNEK20000)	\$395.48	\$790.96	(\$142.38)	\$648.58
2	IS320 White Request to Exit Sensors (HIS (Honeywell Integrated Security) – 0-000-361-03)	\$139.13	\$278.26	(\$50.08)	\$228.18
1	Contractors Cylindrical lock, free egress with key locked outside (Security 101 –)	\$87.50	\$87.50	(\$15.75)	\$71.75
					\$3,355.02

Both door controllers will be centrally located, and mounted on the wall in the IT closet. Customer to provide two POE plus ports on network switch for access control.

Bill to: City of Fairhope
 555 S. Section Street
 P.O. Box 429
 Fairhope, AL 36532

Ship to: Attn: Jeff Montgomery
 City of Fairhope
 555 S. Section Street
 P.O. Box 429
 Fairhope, AL 36532

Access Control TOTALS

INSTALLATION	\$2,460.01
EQUIPMENT	\$3,355.02
MATERIALS	\$310.00
WARRANTY	\$231.88
SHIPPING	\$58.00
EXPENSES	\$0.00
EQUIPMENT RENTAL	\$0.00
SUBCONTRACTORS	\$0.00
TOTAL INVESTMENT	\$6,414.91

GRAND TOTALS

INSTALLATION	\$2,460.01
EQUIPMENT	\$3,355.02
MATERIALS	\$310.00
WARRANTY	\$231.88
SHIPPING	\$58.00
EXPENSES	\$0.00
EQUIPMENT RENTAL	\$0.00
SUBCONTRACTORS	\$0.00
TOTAL INVESTMENT	\$6,414.91

Limited Warranty; Exclusions and Disclaimers

1. To the extent not otherwise warranted pursuant to an applicable manufacturer's warranty, Security 101 warrants all Equipment and installation labor rendered as part of the Work against defects in materials and labor for a period of twelve (12) months (the "Warranty Period") from the date of substantial completion of the installation; provided, however, no warranty is made as to, and there is specifically excluded from the warranty, any and all expendable supplies, equipment and parts, or any portions of the Work which have been misused, abused, not used in the manner intended, neglected, or damaged by an act of God or altered, modified, or manipulated in any manner by Customer or a third party. If the preponderance of the agreement is paid to Security 101, it is understood that it can and will take the place of any release of obligation for Security 101. Any defect in the installation during the Warranty Period will be repaired or replaced at the option of Security 101. Any shipping charges in connection with a repair or replacement shall be the responsibility of Customer. The repair or replacement shall constitute Customer's sole remedy against Security 101.

2. Security 101 MAKES NO OTHER OR FURTHER WARRANTY WITH RESPECT TO INSTALLATION LABOR, MATERIALS AND EQUIPMENT OR ANY OTHER PORTION OF THE WORK OTHER THAN THE FOREGOING WARRANTY AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. IN NO EVENT SHALL Security 101 BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER CAUSE AS A RESULT OF A DEFECT IN LABOR, EQUIPMENT OR OTHER SUPPLIES OR MATERIALS WITH RESPECT TO ANY ITEM FURNISHED UNDER THE AGREEMENT, MALFUNCTION OR NONFUNCTION OF ANY SYSTEM, WRONGFUL PERFORMANCE OF OR FAILURE TO PERFORM ANY ACTS INCLUDED IN THE WORK, TRANSPORTATION DELAYS OR BREACH OF WARRANTY.

4. Customer acknowledges that no warranty, representation, or statement by any representative of Security 101 not stated herein shall be binding. This writing, and the document or documents attached hereto or of which this writing is a part, if any, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of the Agreement.

Limitation of Liability

5. The parties understand and agree that: (a) the Work is intended to constitute or be part of a security system designed to reduce risk of loss for the Customer; (b) Customer has selected, accepted and approved the Scope of Work after considering and balancing the levels of protection afforded by various types of systems and services available to it and the related costs of them; (c) neither Security 101 nor any person engaged by Security 101 to perform any portion of the Work shall be construed to be an insurer of the person or property of Customer, its employees, agents, contractors, assigns, customers, invitees or any other person at the location(s) where the work is performed (the "Location(s)"); (d) the Price and Payment Terms are based solely on the cost and value of Security 101 providing the Work and are unrelated to the value of property of Customer or others located at the Location(s); (e) the Price and Payment Terms do not contemplate any payment being made or consideration being given to Security 101 for any guarantee, warranty or insuring agreement by any one or more of them to Customer with respect to the person or property of anyone; (f) Security 101 MAKES NO GUARANTEE OR WARRANTY OF ANY KIND THAT THE WORK (INCLUDING ANY MATERIALS AND EQUIPMENT SUPPLIED AS PART OF THE WORK) WILL AVERT OR PREVENT OCCURRENCES OR CONSEQUENCES THEREFROM WHICH THE WORK IS DESIGNED TO DETECT OR AVERT.

6. Notwithstanding the foregoing provisions of this Section or for whatever reason, Security 101 should be found liable for personal injury or property loss or damage caused by a failure to perform by Security 101 or the failure of any materials or equipment in any respect whatsoever or a court of proper jurisdiction determines the limitations on warranties are inapplicable, Customer agrees that the aggregate liability of Security 101 under or with respect to the Agreement, the Work to be performed under, and any warranty provided pursuant to, the Agreement, shall be limited to a sum equal to the lesser of (i) one-tenth (1/10) of the total Price to be paid by Customer under the Agreement, (ii) if the Price is to be paid in monthly payments or installments (other than progress payments), an amount equal to six (6) monthly payments, or (iii) Five Hundred Dollars (\$500.00), and this liability shall be exclusive, and that the provisions of this subsection shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the Work, from breach of warranty, or from negligence, active or otherwise of Security 101.

Indemnification

7. When Customer ordinarily has the property of others in its custody, or the Work extends to the protection of the person or property of others, Customer shall indemnify, save, defend and hold harmless Security 101 from and against all claims brought by parties other than the parties to the Agreement. If the preponderance of the agreement is paid to Security 101, it is understood that it can and will take the place of any release of obligation or lack thereof for Security 101. This provision shall apply to all claims regardless of cause, including the performance or failure to perform by Security 101, and including without limitation, defects in products or system design, installation, repair service, monitoring, operation or non-operation of materials or equipment, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability; provided, however, Customer shall have no duty to indemnify in the case of gross negligence or willful misconduct by Security 101, its employees, agents or assigns. Customer agrees to indemnify Security 101 against, and to defend and hold Security 101 harmless from any action for subrogation which may be brought against Security 101 by any insurer or insurance

company or its agents or assigns including the payment of all damages, expenses, costs and reasonable attorney's fees.

Design Development, Programming, Drawings, Ownership, and Software License(s)

8. Design Development. Customer and Security 101 have together developed or will develop the design and specifications for the Work. When Customer has accepted or approved the design and specifications, the sole and final responsibility for the design and specifications shall be Customer's. Security 101 shall have no liability to Customer for any loss or damage claimed against or incurred by Customer or any employee, agent or licensee of Customer because of any defect or alleged defect in the design or specifications or the failure of the equipment or the Work to perform as desired or anticipated by Customer.

9. Programming. Security system programming is an essential element of the systems operation and performance. Customer acknowledges and agrees that security system programming is an ever-changing process, and in significant part subject to Customer's day-to-day and other business operations and parameters and the changes or modifications to them. To the extent required by the design and specifications of the Work, Security 101 shall:

(i) Load a configuration program that will allow Customer's security system to perform basic access control operation, door timers, lock timers, and basic alarm functions; and

(ii) Provide a total number of hours of personnel training regarding Customer's security system as specified in the Agreement; if a number of hours is not specified, the total number of hours of training shall not exceed fifteen (15). Personnel training may include training of operators, administrators, or other personnel designated by Customer. Training subjects shall be dictated by Work specifications but may include password configuration, door identification, timers, alarms and reports. Additional training, programming or related consulting services provided by Security 101 at Customer's request shall be provided at an above contract cost.

10. Drawings:

(i) To the extent required by the design and specifications of the Work, Security 101 shall provide reasonable descriptions of the functional operation of the system(s) being provided by the Work by furnishing riser diagram drawings.

(ii) Security 101 may provide, at Customer's request and at an above contract cost, detail drawings utilizing industry standard electronic floor plans.

11. Ownership. Prior to completion of the Work, any drawings, specifications and equipment lists developed in connection with the design for the Work shall remain the property of Security 101 whether the Work for which they were made is executed or not. Drawings, specifications and equipment lists shall be returned to Security 101 on demand at any time prior to substantial completion of the Work. Prior to substantial completion of the Work, any drawings, specifications and equipment lists: (a) shall be considered confidential information and trade secrets of Security 101 unless they constitute information which is exempted or excluded by law from confidential and trade secret status; (b) shall not be used by Customer on other projects or extensions of a project included within the Work, or to obtain other bids, except by agreement in writing and with appropriate compensation to Security 101; and (c) are not to be reproduced in whole or in part without prior written consent of Security 101. Upon substantial completion of the Work and final payment in full by Customer, ownership of drawings, specifications and equipment lists shall become Customer's.

12. Software License(s). Software required to operate systems are governed by the License Agreement provided by the system manufacturer(s).

13. An administration increase of 3% will be applied for all credit card transactions.

Access Control Terms & Conditions

Additional Terms & Conditions

Installation

14. An administration increase of 3% will be applied for all credit card transactions.

15. All required installation documents are included.

16. Installation of all required equipment and materials with on-site supervision of project is included.

17. Labor quoted assumes normal eight (8) hour working days, excluding weekends, holidays and overtime.
18. Idle time incurred by Security 101 employees and their subcontractors due to escorts, clearances, inability to enter workspace, and other factors beyond our control, will be invoiced at our current labor rates.
19. This proposal includes travel to and from the site to perform our stated scope of work. Additional or duplicate site visits required due to factors beyond our control, will be invoiced at our current labor rates.
20. Client to coordinate with local Security 101 staff to provide safe and timely right-of-passage in the work area during cable run and system installation.
21. Client to provide and coordinate 110 VAC electrical service where needed.
22. All LAN/WAN connections, addressing and network functionality are the responsibility of the Client.
23. Any telephone lines or LAN/WAN connections must be installed and operational prior to Security 101 commencing work. The local Security 101 representative will verify the availability and functionality of all connections prior to starting work.

Changes in Scope of Work

24. Any changes in the understood scope of work will be communicated and approved in writing (by an authorized Client representative), prior to commencing work.

Permits/Bonding/Sealed Engineered Drawings

25. Permits, bonds, and other requirements by any government agency are not included.

Miscellaneous

26. The bold headings and numbered paragraphs are for convenience only, have no legal significance, and shall not be deemed to alter or effect any provision of this Agreement.
27. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
28. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.
29. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

For the amount of **\$6,414.91** (tax not included)
This proposal dated Monday, September 5, 2022 is valid until Wednesday, October 5, 2022

The person or persons below represent that they are authorized to sign and execute this binding agreement. This acceptance indicates understanding of the complete proposal, including clarifications, design, programming, drawings, ownership and software licenses and the Warranty Service Plan, if included as a part of this proposal. This system proposal is intended to provide the customer partial protection of the designated premises. Its design should be understood to represent a compromise between the costs, understood scope of work and customer feedback. Accordingly, such a system may not provide ample protection from all possible threats, and Security 101 shall not be responsible in such an event.

Payment Terms

50% upon Deposit
50% upon Job Complete

Under no circumstances may the customer make payments directly to any subcontractor, material supplier, laborer or any other person performing work or furnishing material under the Agreement without the prior written consent of Security 101.

Security 101 may assign this Agreement to any other person, firm or corporation without notice to or approval by the customer and may subcontract any activities which may be performed under this Agreement, either voluntarily or by operation of law, without the consent of the customer.

Licenses

AL — Alarm: 1090 | LA — Alarm: F175 | MS — Alarm: 15024700

City of Fairhope

J&R Systems Integrators DBA Security 101 Mobile

Authorized Customer Signature (date)_____
Authorized Security 101 Signature (date)_____
Printed Name_____
Printed Name_____
Title_____
Title_____
Purchase Order Number

City of Fairhope

Project Location
City of Fairhope
555 S. Section Street
Fairhope, AL 36532

COF Planning Office Phase 2

Proposal No.: 184323.1
Monday, September 5, 2022

Prepared For
Jeff Montgomery
Director of IT



705 Oak Circle Dr. W #91209
Mobile, AL 36691
AL — Alarm: 1090 | LA — Alarm: F175 | MS — Alarm: 15024700

The data contained in all pages of this proposal has been submitted in confidence and contains trade secrets and/or privileged or confidential commercial or financial information. Such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the Customer shall have the right to use or disclose the data herein to the extent provided in the contract. This restriction does not limit the customer's right to use or disclose data obtained without restriction from any source, including the proposer.



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J&R Systems Integrators DBA Security 101 Mobile
705 Oak Circle Dr. W #91209
Phone: 251-471-4323
Fax: 251-471-9711
Website: www.Security101.com

Monday, September 5, 2022

Jeff Montgomery
City of Fairhope
555 S. Section Street
Fairhope, AL 36532

Re: COF Planning Office Phase 2

Dear Jeff Montgomery:

Thank you for allowing Security 101 the opportunity to present this proposal for your consideration. This proposal is based on our discussions, meetings, site surveys, and bid documents created by your organization.

Our company is uniquely qualified to provide the installation and service required for the above referenced security system. Security 101 has an established track record of installing and maintaining similar systems as well as meeting strict time schedules and budget requirements.

Our engineering and project management staff have worked together with me to create this proposal. This team will be prepared to deliver your installation in an organized and professional manner. Our installation crews and service technicians will be uniformed, trained, and in company stocked vehicles.

Finally, although most of the work to be done will be executed by other team members, I will be committed to monitoring the process and making sure that your system meets or exceeds your expectations.

John Gibson
Owner
jgibson@security101.com
Cell Phone: 251-295-2760



General System Description

Proposal #184323.1 COF Planning Office Phase 2

Security 101 will add 3 doors of access control with 3 single door controllers, all door hardware and software needed, plus 1 new door handles as detailed in the quote. Customer to provide 3 POE plus network controllers and connection back to the genetec server. The controllers will be mounted on the wall in IT closet.

Access Control

Panel Locations

IT Closet

Customer to provide 3 POE plus ports, and door controllers will be mounted on the wall in IT room.

Control Panel	3	Mercury Intelligent Controller, Linux Based, 2In/2Out/2Rd, PoE+ Support (Software Connections included) (Genetec – SY-LP1501)
Control Panel Accessory	3	Genetec™ Advantage for 1 Synergis Enterprise Reader – 1 year (Genetec – ADV-RDR-E-1Y)
Network Switch	1	Existing or Customer Supplied

Access Controlled Doors

IT Closet Door

Card Reader In	1	RP40,MLTCLS,SE E,WIEG,PIG,BLK,HF SEOS,MOBILE READY (HID CORP – 920PBNNEK20000)
Electric Lock 1	1	1006CS-630 COMPLET SMART-STRKE (FAIL SECURE) (HANCHETT ENTRY SYSTEMS (HES) – 10620496)
Door Contact	1	3/4" PRESS FIT STUBBY WIRE LEADS (miscellaneous MFG) – N1178CW/ST)
Exit Device - PIR	1	IS320 White Request to Exit Sensors (HIS (Honeywell Integrated Security) – 0-000-361-03)
Other	1	Special Parts: Contractors Cylindrical lock, free egress with key locked outside provided by Security 101

West North Exterior Side Door

Door is scheduled to be a new center rim panic bar before installation.

Card Reader In	1	RP40,MLTCLS,SE E,WIEG,PIG,BLK,HF SEOS,MOBILE READY (HID CORP – 920PBNNEK20000)
Electric Lock 1	1	Completely surface mount rim strike (ADI LOCK EXPRESS – HE-950010023)
Door Contact	1	3/4" PRESS FIT STUBBY WIRE LEADS (miscellaneous MFG) – N1178CW/ST)
Exit Device - PIR	1	IS320 White Request to Exit Sensors (HIS (Honeywell Integrated Security) – 0-000-361-03)

Water Department Hallway Door

Card Reader In	1	RP40,MLTCLS,SE E,WIEG,PIG,BLK,HF SEOS,MOBILE READY <i>(HID CORP – 920PBNNEK20000)</i>
Electric Lock 1	1	1006CS-630 COMPLET SMART-STRKE (FAIL SECURE) <i>(HANCHETT ENTRY SYSTEMS (HES) – 10620496)</i>
Door Contact	1	3/4" PRESS FIT STUBBY WIRE LEADS <i>((miscellaneous MFG) – N1178CW/ST)</i>
Exit Device - PIR	1	IS320 White Request to Exit Sensors <i>(HIS (Honeywell Integrated Security) – 0-000-361-03)</i>

Qty.	Part Description (Manufacturer – Part Number)	Unit Price	Extended Price	Discount Amount	Final Price
3	3/4" PRESS FIT STUBBY WIRE LEADS (miscellaneous MFG) – N1178CW/ST)	\$10.68	\$32.04	(\$5.76)	\$26.28
1	Completely surface mount rim strike (ADI LOCK EXPRESS – HE-950010023)	\$607.27	\$607.27	(\$109.31)	\$497.96
3	Genetec™ Advantage for 1 Synergis Enterprise Reader – 1 year (Genetec – ADV-RDR-E-1Y)	\$16.80	\$50.40	(\$9.06)	\$41.34
3	Mercury Intelligent Controller, Linux Based, 2In/2Out/2Rd, PoE+ Support (Software Connections included) (Genetec – SY-LP1501)	\$832.65	\$2,497.95	(\$449.64)	\$2,048.31
2	1006CS-630 COMPLET SMART-STRKE (FAIL SECURE) (HANCHETT ENTRY SYSTEMS (HES) – 10620496)	\$607.23	\$1,214.46	(\$218.60)	\$995.86
3	RP40,MLTCLS,SE E,WIEG,PIG,BLK,HF SEOS,MOBILE READY (HID CORP – 920PBNNEK20000)	\$395.48	\$1,186.44	(\$213.57)	\$972.87
3	IS320 White Request to Exit Sensors (HIS (Honeywell Integrated Security) – 0-000-361-03)	\$139.13	\$417.39	(\$75.12)	\$342.27
1	Contractors Cylindrical lock, free egress with key locked outside (Security 101 –)	\$87.50	\$87.50	(\$15.75)	\$71.75
					\$4,996.64

Panel will be centrally located in the IT closet. Customer to provide one port on network switch for access control.

Bill to: City of Fairhope
 555 S. Section Street
 P.O. Box 429
 Fairhope, AL 36532

Ship to: Attn: Jeff Montgomery
 City of Fairhope
 555 S. Section Street
 P.O. Box 429
 Fairhope, AL 36532

Access Control TOTALS

INSTALLATION	\$3,582.50
EQUIPMENT	\$4,996.64
MATERIALS	\$447.50
WARRANTY	\$345.32
SHIPPING	\$78.00
EXPENSES	\$0.00
EQUIPMENT RENTAL	\$0.00
SUBCONTRACTORS	\$0.00
TOTAL INVESTMENT	\$9,449.96

GRAND TOTALS

INSTALLATION	\$3,582.50
EQUIPMENT	\$4,996.64
MATERIALS	\$447.50
WARRANTY	\$345.32
SHIPPING	\$78.00
EXPENSES	\$0.00
EQUIPMENT RENTAL	\$0.00
SUBCONTRACTORS	\$0.00
TOTAL INVESTMENT	\$9,449.96

Limited Warranty; Exclusions and Disclaimers

1. To the extent not otherwise warranted pursuant to an applicable manufacturer's warranty, Security 101 warrants all Equipment and installation labor rendered as part of the Work against defects in materials and labor for a period of twelve (12) months (the 'Warranty Period') from the date of substantial completion of the installation; provided, however, no warranty is made as to, and there is specifically excluded from the warranty, any and all expendable supplies, equipment and parts, or any portions of the Work which have been misused, abused, not used in the manner intended, neglected, or damaged by an act of God or altered, modified, or manipulated in any manner by Customer or a third party. If the preponderance of the agreement is paid to Security 101, it is understood that it can and will take the place of any release of obligation for Security 101. Any defect in the installation during the Warranty Period will be repaired or replaced at the option of Security 101. Any shipping charges in connection with a repair or replacement shall be the responsibility of Customer. The repair or replacement shall constitute Customer's sole remedy against Security 101.

2. Security 101 MAKES NO OTHER OR FURTHER WARRANTY WITH RESPECT TO INSTALLATION LABOR, MATERIALS AND EQUIPMENT OR ANY OTHER PORTION OF THE WORK OTHER THAN THE FOREGOING WARRANTY AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. IN NO EVENT SHALL Security 101 BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER CAUSE AS A RESULT OF A DEFECT IN LABOR, EQUIPMENT OR OTHER SUPPLIES OR MATERIALS WITH RESPECT TO ANY ITEM FURNISHED UNDER THE AGREEMENT, MALFUNCTION OR NONFUNCTION OF ANY SYSTEM, WRONGFUL PERFORMANCE OF OR FAILURE TO PERFORM ANY ACTS INCLUDED IN THE WORK, TRANSPORTATION DELAYS OR BREACH OF WARRANTY.

4. Customer acknowledges that no warranty, representation, or statement by any representative of Security 101 not stated herein shall be binding. This writing, and the document or documents attached hereto or of which this writing is a part, if any, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of the Agreement.

Limitation of Liability

5. The parties understand and agree that: (a) the Work is intended to constitute or be part of a security system designed to reduce risk of loss for the Customer; (b) Customer has selected, accepted and approved the Scope of Work after considering and balancing the levels of protection afforded by various types of systems and services available to it and the related costs of them; (c) neither Security 101 nor any person engaged by Security 101 to perform any portion of the Work shall be construed to be an insurer of the person or property of Customer, its employees, agents, contractors, assigns, customers, invitees or any other person at the location(s) where the work is performed (the "Location(s)"); (d) the Price and Payment Terms are based solely on the cost and value of Security 101 providing the Work and are unrelated to the value of property of Customer or others located at the Location(s); (e) the Price and Payment Terms do not contemplate any payment being made or consideration being given to Security 101 for any guarantee, warranty or insuring agreement by any one or more of them to Customer with respect to the person or property of anyone; (f) Security 101 MAKES NO GUARANTEE OR WARRANTY OF ANY KIND THAT THE WORK (INCLUDING ANY MATERIALS AND EQUIPMENT SUPPLIED AS PART OF THE WORK) WILL AVERT OR PREVENT OCCURRENCES OR CONSEQUENCES THEREFROM WHICH THE WORK IS DESIGNED TO DETECT OR AVERT.

6. Notwithstanding the foregoing provisions of this Section or for whatever reason, Security 101 should be found liable for personal injury or property loss or damage caused by a failure to perform by Security 101 or the failure of any materials or equipment in any respect whatsoever or a court of proper jurisdiction determines the limitations on warranties are inapplicable, Customer agrees that the aggregate liability of Security 101 under or with respect to the Agreement, the Work to be performed under, and any warranty provided pursuant to, the Agreement, shall be limited to a sum equal to the lesser of (i) one-tenth (1/10) of the total Price to be paid by Customer under the Agreement, (ii) if the Price is to be paid in monthly payments or installments (other than progress payments), an amount equal to six (6) monthly payments, or (iii) Five Hundred Dollars (\$500.00), and this liability shall be exclusive, and that the provisions of this subsection shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the Work, from breach of warranty, or from negligence, active or otherwise of Security 101.

Indemnification

7. When Customer ordinarily has the property of others in its custody, or the Work extends to the protection of the person or property of others, Customer shall indemnify, save, defend and hold harmless Security 101 from and against all claims brought by parties other than the parties to the Agreement. If the preponderance of the agreement is paid to Security 101, it is understood that it can and will take the place of any release of obligation or lack thereof for Security 101. This provision shall apply to all claims regardless of cause, including the performance or failure to perform by Security 101, and including without limitation, defects in products or system design, installation, repair service, monitoring, operation or non-operation of materials or equipment, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability; provided, however, Customer shall have no duty to indemnify in the case of gross negligence or willful misconduct by Security 101, its employees, agents or assigns. Customer agrees to indemnify Security 101 against, and to defend and hold Security 101 harmless from any action for subrogation which may be brought against Security 101 by any insurer or insurance

company or its agents or assigns including the payment of all damages, expenses, costs and reasonable attorney's fees.

Design Development, Programming, Drawings, Ownership, and Software License(s)

8. Design Development. Customer and Security 101 have together developed or will develop the design and specifications for the Work. When Customer has accepted or approved the design and specifications, the sole and final responsibility for the design and specifications shall be Customer's. Security 101 shall have no liability to Customer for any loss or damage claimed against or incurred by Customer or any employee, agent or licensee of Customer because of any defect or alleged defect in the design or specifications or the failure of the equipment or the Work to perform as desired or anticipated by Customer.

9. Programming. Security system programming is an essential element of the systems operation and performance. Customer acknowledges and agrees that security system programming is an ever-changing process, and in significant part subject to Customer's day-to-day and other business operations and parameters and the changes or modifications to them. To the extent required by the design and specifications of the Work, Security 101 shall:

(i) Load a configuration program that will allow Customer's security system to perform basic access control operation, door timers, lock timers, and basic alarm functions; and

(ii) Provide a total number of hours of personnel training regarding Customer's security system as specified in the Agreement; if a number of hours is not specified, the total number of hours of training shall not exceed fifteen (15). Personnel training may include training of operators, administrators, or other personnel designated by Customer. Training subjects shall be dictated by Work specifications but may include password configuration, door identification, timers, alarms and reports. Additional training, programming or related consulting services provided by Security 101 at Customer's request shall be provided at an above contract cost.

10. Drawings:

(i) To the extent required by the design and specifications of the Work, Security 101 shall provide reasonable descriptions of the functional operation of the system(s) being provided by the Work by furnishing riser diagram drawings.

(ii) Security 101 may provide, at Customer's request and at an above contract cost, detail drawings utilizing industry standard electronic floor plans.

11. Ownership. Prior to completion of the Work, any drawings, specifications and equipment lists developed in connection with the design for the Work shall remain the property of Security 101 whether the Work for which they were made is executed or not. Drawings, specifications and equipment lists shall be returned to Security 101 on demand at any time prior to substantial completion of the Work. Prior to substantial completion of the Work, any drawings, specifications and equipment lists: (a) shall be considered confidential information and trade secrets of Security 101 unless they constitute information which is exempted or excluded by law from confidential and trade secret status; (b) shall not be used by Customer on other projects or extensions of a project included within the Work, or to obtain other bids, except by agreement in writing and with appropriate compensation to Security 101; and (c) are not to be reproduced in whole or in part without prior written consent of Security 101. Upon substantial completion of the Work and final payment in full by Customer, ownership of drawings, specifications and equipment lists shall become Customer's.

12. Software License(s). Software required to operate systems are governed by the License Agreement provided by the system manufacturer(s).

13. An administration increase of 3% will be applied for all credit card transactions.

Access Control Terms & Conditions

Additional Terms & Conditions

Installation

14. An administration increase of 3% will be applied for all credit card transactions.

15. All required installation documents are included.

16. Installation of all required equipment and materials with on-site supervision of project is included.

17. Labor quoted assumes normal eight (8) hour working days, excluding weekends, holidays and overtime.
18. Idle time incurred by Security 101 employees and their subcontractors due to escorts, clearances, inability to enter workspace, and other factors beyond our control, will be invoiced at our current labor rates.
19. This proposal includes travel to and from the site to perform our stated scope of work. Additional or duplicate site visits required due to factors beyond our control, will be invoiced at our current labor rates.
20. Client to coordinate with local Security 101 staff to provide safe and timely right-of-passage in the work area during cable run and system installation.
21. Client to provide and coordinate 110 VAC electrical service where needed.
22. All LAN/WAN connections, addressing and network functionality are the responsibility of the Client.
23. Any telephone lines or LAN/WAN connections must be installed and operational prior to Security 101 commencing work. The local Security 101 representative will verify the availability and functionality of all connections prior to starting work.

Changes in Scope of Work

24. Any changes in the understood scope of work will be communicated and approved in writing (by an authorized Client representative), prior to commencing work.

Permits/Bonding/Sealed Engineered Drawings

25. Permits, bonds, and other requirements by any government agency are not included.

Miscellaneous

26. The bold headings and numbered paragraphs are for convenience only, have no legal significance, and shall not be deemed to alter or effect any provision of this Agreement.
27. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
28. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.
29. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

For the amount of **\$9,449.96** (tax not included)
This proposal dated Monday, September 5, 2022 is valid until Wednesday, October 5, 2022

The person or persons below represent that they are authorized to sign and execute this binding agreement. This acceptance indicates understanding of the complete proposal, including clarifications, design, programming, drawings, ownership and software licenses and the Warranty Service Plan, if included as a part of this proposal. This system proposal is intended to provide the customer partial protection of the designated premises. Its design should be understood to represent a compromise between the costs, understood scope of work and customer feedback. Accordingly, such a system may not provide ample protection from all possible threats, and Security 101 shall not be responsible in such an event.

Payment Terms

50% upon Deposit
50% upon Job Complete

Under no circumstances may the customer make payments directly to any subcontractor, material supplier, laborer or any other person performing work or furnishing material under the Agreement without the prior written consent of Security 101.

Security 101 may assign this Agreement to any other person, firm or corporation without notice to or approval by the customer and may subcontract any activities which may be performed under this Agreement, either voluntarily or by operation of law, without the consent of the customer.

Licenses

AL — Alarm: 1090 | LA — Alarm: F175 | MS — Alarm: 15024700

City of Fairhope

J&R Systems Integrators DBA Security 101 Mobile

Authorized Customer Signature (date)

Authorized Security 101 Signature (date)

Printed Name

Printed Name

Title

Title

Purchase Order Number



CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Jeff Montgomery

Date: 10/7/22

Department: IT

Expenditure Threshold**	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
Utilities \$5,001-\$10,000	Operational NON -Budgeted	Three	Treasurer/Mayor	N/A	N/A
Greater than: Gen Govt - \$5,001 Utilities - \$10,001	Operational NON -Budgeted	Three	Council	Required	Required
Gen Govt - \$5,001-\$15,000 Utilities - \$10,001 - \$15,000	Operational Budgeted	Three	Treasurer	N/A	N/A
Over \$15,000/\$50,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	N/A	N/A
Over \$15,000/\$50,000	Operational Budgeted	Bids	Council	Required	Required
Professional Service Over \$5,000	Budgeted or Non-Budgeted	Mayor Select	Council	Required	Required

**Budgeted items that meet or are under budget may be purchased with the Mayor and/or Treasurer's approval if they are on the State Bid list or from an approved buying group. Items that are over budget must go to Council for approval and will require a green sheet and resolution.*

***Expenditure Threshold is a combined total of labor and materials, including materials provided by the City. If the total amount is within \$10,000 of the listed threshold, Purchasing/Treasurer may require a formal bid due to potential materials cost increases.*

QUOTES

Vendor Name	Vendor Quote
1. <u>Security 101</u>	\$ <u>15,864.87</u>
2. <u>Click or tap here to enter text.</u>	\$ _____
3. <u>Click or tap here to enter text.</u>	\$ _____

Check any applicable boxes: State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? Access Control for Pecan Building
2. What is the total cost of the item or service? 15,864.87
3. How many do you need? Click or tap here to enter text.
4. Item or Service Is: New Used Replacement Annual Request
5. Vendor Name (Lowest Quote): Security 101
6. Vendor Number: 28414

If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

1. Is it budgeted? Yes No Emergency Request
2. If budgeted, what is the budgeted amount? 15,864.87
3. Budget code: 003-50473

**Email completed form with quotes and other supporting documentation to
Erin.Wolfe@FairhopeAL.gov and Rhonda.Cunningham@FairhopeAL.gov.**

RESOLUTION NO. _____

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

[1] That the City of Fairhope approves the procurement of the FY2023 Annual Flower Plantings for the Public Works Department. The total cost not-to-exceed \$117,434.81.

[2] That this procurement is allowed pursuant to Resolution No. 1650-10 adopted in May 2010 that declares flowers as Unique “Like Items” and the extension of this categorization to include any cultivated varieties, differentiated by scientific name. (None of the designated “like item” flora exceed the \$15,000.00 bid limit).

ADOPTED ON THIS 24TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 10/14/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: FY2023 Annual Flower Purchase

Project Location: Public Works

Presented to City Council: 10/24/2022

Resolution # :
Approved _____

Funding Request Sponsor: Jamie Rollins, Supervisor Horticulture
George Ladd, Assistant Public Works Director
Richard Johnson, Public Works Director

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 117,434.81 Not-to-Exceed

Vendor: Billy Harris & Associates, Inc & Ruigrok Flowerbulbs \$ _____

10/14/22 2:30 PM JWS

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Wastewater Sanitation Cap Project Impact Gas Tax 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** Meter-19 IT-16
Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marine-34 Plan/Zone-12 Adult Rec-30

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Funding Source:

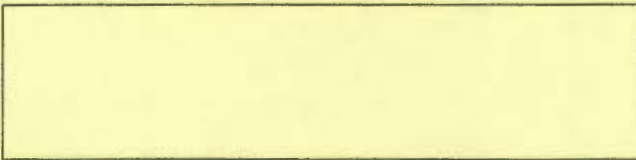
Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 001350-51400
G/L Acct Name: Flowers

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

Project Budgeted: \$ 131,250.00
Balance Sheet Item Included in projected cash flow

Over (Under) budget amount: \$ (13,815.19)



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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 10/12/2022

Purchasing Memo Date: 10/12/2022

Delivered To Date: 10/14/2022

Request Approved Date: 10/14/2022

Request Approved Date: 10/14/2022

Approved Date: 10/14/2022

Signatures: *Aislinn Stone*
Aislinn Stone

Signatures: *Kim Creech*
Kim Creech

Signatures: *Sherry Sullivan*
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
Treasurer

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

From: 
Erin Wolfe, Purchasing Manager

Date: October 12, 2022

Re: **Green Sheet and City Council Approval of Procurement of Annual Flower Purchase for Public Works Department**

The Public Works Streets Department's Horticulture Supervisor, Jamie Rollins, has requested the annual procurement of flowers for **FY2023** for landscaping throughout the City. The budgeted amount for this procurement is **\$131,250.00**, inclusive of a contingency for unforeseen events. And, in agreement with City Council Resolution No. 1650-10, which designated "like item" flora exceed the \$15,000.00 state bid limit (see attached quotations summary and quotations).

The cost of this annual Procurement is estimated to be **One Hundred Seventeen Thousand Four Hundred Thirty-Four Dollars and Eighty-One Cents (\$117,434.81)**, see attached. This cost exceeds the limit requiring City Council Approval. There are multiple vendors and the times of procurement will various, dependent in part on the growing time.

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this FY2023 flower procurement for the Public Works Department, with a not-to-exceed budget of \$117,434.81.

CC file, Jamie Rollins, Richard Johnson, George Ladd, Clint Steadham

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

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

Billy Harris & Associates, Inc.

Sales by Customer Detail
October 1, 2021 - October 1, 2022

DATE	TRANSACTION TYPE	NUM	PRODUCT/SERVICE	MEMO/DESCRIPTION	QTY	SALES PRICE	AMOUNT	BALANCE
City of Fairhope								
10/01/2021	Invoice	481527	Freight:fr	Freight and Handling	1.00	129.20	129.20	129.20
10/01/2021	Invoice	481527		PO # 20215655-00				129.20
10/01/2021	Invoice	481527	Knox Nursery Plug:DIANTHUS TELSTAR CRIMSON 288/280	DIANTHUS TELSTAR CRIMSON 288/280	34.00	36.50	1,241.00	1,370.20
10/18/2021	Invoice	928941		Border				1,370.20
10/18/2021	Invoice	92821		Bed Fillers				1,370.20
10/18/2021	Invoice	93003		South Mobile Beds				1,370.20
10/18/2021	Invoice	928941		PO # 20215652-00				1,370.20
10/18/2021	Invoice	92820		Bed Height				1,370.20
10/18/2021	Invoice	928941	Freight:fr	Freight and Handling	1.00	942.50	942.50	2,312.70
10/18/2021	Invoice	928941	Vis Seed Company:VS Vis Seed Company	288 Cell Tray Viola Colormax Beacon Rose	6.00	19.75	118.50	2,431.20
10/18/2021	Invoice	93003		PO # 20215649-00				2,431.20
10/18/2021	Invoice	928941		White Boxes				2,431.20
10/18/2021	Invoice	93003	Freight:fr	Freight and Handling	1.00	437.25	437.25	2,868.45
10/18/2021	Invoice	928941						2,868.45
10/18/2021	Invoice	93003	Vis Seed Company:VS Vis Seed Company	288 CELL TRAY VIOLA COLORMAX CITRUS MIX	11.00	19.75	217.25	3,085.70
10/18/2021	Invoice	928941	Vis Seed Company:VS Vis Seed Company	288 Cell Tray Viola Colormax Popcorn	18.00	19.75	355.50	3,441.20
10/18/2021	Invoice	93003		Clock				3,441.20
10/18/2021	Invoice	928941		Green Boxes				3,441.20
10/18/2021	Invoice	93003						3,441.20
10/18/2021	Invoice	928941						3,441.20
10/18/2021	Invoice	93003	Vis Seed Company:VS Vis Seed Company	288 CELL TRAY VIOLA COLORMAX POPCORN	11.00	19.75	217.25	3,658.45
10/18/2021	Invoice	928941	Vis Seed Company:VS Vis Seed Company	288 Cell Tray Viola Colormax Icy Blue	34.00	19.75	671.50	4,329.95
10/18/2021	Invoice	93003	Vis Seed Company:VS Vis Seed Company	288 CELL TRAY VIOLA COLORMAX LEMONSPLASH	11.00	19.75	217.25	4,547.20
10/18/2021	Invoice	92820	Vis Seed Company:VS Vis Seed Company	128 CELL TRAY POPPIES CHAMPAGNE BUBBLES MIX	17.00	28.50	484.50	5,031.70
10/18/2021	Invoice	93003	Vis Seed Company:VS Vis Seed Company	288 CELL TRAY VIOLA COLORMAX BEACON ROSE	22.00	19.75	434.50	5,466.20
10/18/2021	Invoice	92821	Vis Seed Company:VS Vis Seed Company	125 CELL TRAY DUSTY MILLER CIRRRUS	22.00	24.99	549.78	6,015.98
10/18/2021	Invoice	928941	Vis Seed Company:VS Vis Seed Company	288 Cell Tray Viola Colormax Yellow	72.00	19.75	1,422.00	7,437.98
10/18/2021	Invoice	92820	Freight:fr	Boxing and freight	1.00	375.00	375.00	7,812.98
10/18/2021	Invoice	93003						7,812.98
10/18/2021	Invoice	92821	Freight:fr	Boxing and freight	1.00	385.00	385.00	8,197.98
10/18/2021	Invoice	928941						8,197.98
10/18/2021	Invoice	92820		PO # 20215653-00				8,197.98
10/18/2021	Invoice	93003		Downtown around trees				8,197.98
10/18/2021	Invoice	92821		PO # 20215651-00				8,197.98
10/18/2021	Invoice	928941		Fillers				8,197.98
10/26/2021	Invoice	93004	Knox Nursery Plug:PETUNIA PRETTY GRAND RED 144/142	PETUNIA PRETTY GRAND RED 144/142	5.00	41.99	209.95	8,407.93
10/26/2021	Invoice	93004		PO # 20215654-00				8,407.93
10/26/2021	Invoice	93004		Green boxes				8,407.93
10/26/2021	Invoice	93004	Freight:fr	Freight and Handling	1.00	44.00	44.00	8,451.93
11/16/2021	Invoice	482889	Freight:fr	Freight and Handling	1.00	130.50	130.50	8,582.43
11/16/2021	Invoice	482889		PO # 20215650-00				8,582.43
11/16/2021	Invoice	482889		Hanging Baskets				8,582.43
11/16/2021	Invoice	482889	Vis Seed Company:VS Vis Seed	288 CELL TRAY VIOLA COLORMAX	18.00	19.25	346.50	8,928.93

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12/13/2021	Invoice	484040	Company Knox Nursery Plug:SALVIA VICTORIA BLUE 288/280	LEMONBERRY PIE SALVIA VICTORIA BLUE 288/280	23.00	32.79	754.17	9,683.10
12/13/2021	Invoice	484040	Knox Nursery Plug:SALVIA VICTORIA WHITE 288/280	SALVIA VICTORIA WHITE 288/280	23.00	32.79	754.17	10,437.27
12/13/2021	Invoice	484040		PO # 20220893-00				10,437.27
12/13/2021	Invoice	484040	Freight:fr	Freight and Handling	1.00	185.00	185.00	10,622.27
12/13/2021	Invoice	484040		BED HEIGHT				10,622.27
12/28/2021	Invoice	INVI063642	KN 104/102 Cell Tray Poinsettia Prestige Red (deleted)	6.5" POINSETTIA PRESTIGE EARLY RED OR CHRISTMAY DAY RED	1,000.00	6.25	6,250.00	16,872.27
12/28/2021	Invoice	INVI063642		Delivered Price				16,872.27
12/28/2021	Invoice	INVI063642		PO # 20215659-00				16,872.27
01/03/2022	Invoice	484853		PO # 20220892-00				16,872.27
01/03/2022	Invoice	484853	Knox Nursery Cutting:ANGELONIA ALONIA BIG DARK PINK 102/100	ANGELONIA ALONIA BIG DARK PINK 102/100	6.00	64.81	388.86	17,261.13
01/03/2022	Invoice	484853	Freight:fr	Freight and Handling	1.00	45.00	45.00	17,306.13
01/03/2022	Invoice	484853		Bed Height				17,306.13
01/06/2022	Invoice	94058	Vis Seed Company:VS Vis Seed Company	306 Kit Far and Away - Each kit of 306 includes 1 102 tray Supertunia Vista Bubblegum - 1 102 tray Supertunia Vista Paradise - 1 102 tray Supertunia Vista Snowdrift	11.00	241.27	2,653.97	19,960.10
01/06/2022	Invoice	94058		Hanging Baskets				19,960.10
01/06/2022	Invoice	94058		PO # 20220887-00				19,960.10
01/06/2022	Invoice	94058	Freight:fr	Freight and Handling	1.00	526.40	526.40	20,486.50
01/06/2022	Invoice	94058		Total of 33 trays				20,486.50
01/10/2022	Invoice	485297	Knox Nursery Cutting:SUNPATIENS COMPACT CORAL PINK 102/100	SUNPATIENS COMPACT CORAL PINK 102/100	31.00	57.35	1,777.85	22,264.35
01/10/2022	Invoice	485297		PO # 20220891 00				22,264.35
01/10/2022	Invoice	485297	Freight:fr	Freight and Handling	1.00	575.00	575.00	22,839.35
01/10/2022	Invoice	485297	Knox Nursery Cutting:SUNPATIENS COMPACT HOT PINK 102/100	SUNPATIENS COMPACT HOT PINK 102/100	31.00	57.35	1,777.85	24,617.20
01/10/2022	Invoice	485297	SUNPATIENS COMPACT WHITE IMP 102/100 (deleted-1)	SUNPATIENS COMPACT WHITE IMP 102/100	31.00	57.35	1,777.85	26,395.05
01/10/2022	Invoice	485297		Bed Fillers				26,395.05
01/14/2022	Invoice	94285		White boxes				26,395.05
01/14/2022	Invoice	94285	Vis Seed Company:FOUR STAR 22-23:Petunia Supertunia® Mini Vista™ Indigo 104 Liner RMT 0.165 (deleted)	Petunia Supertunia® Mini Vista™ Indigo 104 Liner RMT 0.165	8.00	81.03	648.24	27,043.29
01/14/2022	Invoice	94285		Fillers				27,043.29
01/14/2022	Invoice	94285	Vis Seed Company:FOUR STAR 22-23:Bidens Goldilocks Rocks® 104 Liner RMT 0.215 (deleted)	Bidens Goldilocks Rocks® 104 Liner RMT 0.215	5.00	87.57	437.85	27,481.14
01/14/2022	Invoice	94285	Freight:fr	Freight and Handling	1.00	249.60	249.60	27,730.74
01/14/2022	Invoice	94285	Vis Seed Company:FOUR STAR 22-23:Calibrachoa Superbells® Coral Sun 104 Liner RMT 0.165 (deleted)	Calibrachoa Superbells® Coral Sun 104 Liner RMT 0.165	6.00	82.89	497.34	28,228.08
01/14/2022	Invoice	94285		Green Boxes				28,228.08
01/14/2022	Invoice	94285		PO # 20220888-00				28,228.08
01/14/2022	Invoice	94285	Vis Seed Company:FOUR STAR 22-23:Petunia Supertunia Vista® Bubblegum® 104 Liner RMT	Petunia Supertunia Vista® Bubblegum® 104 Liner RMT 0.185	8.00	83.07	664.56	28,892.64

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01/17/2022	Invoice	485830	0.185 (deleted) Knox Nursery Cutting:LOBELIA TECHNO ELECTRIC BLUE 102/100	LOBELIA TECHNO ELECTRIC BLUE 102/100	37.00	54.93	2,032.41	30,925.05
01/17/2022	Invoice	485830		PO # 20220889-00				30,925.05
01/17/2022	Invoice	485830		Borders				30,925.05
01/17/2022	Invoice	485830	Freight:fr	Freight and Handling	1.00	491.00	491.00	31,416.05
01/17/2022	Invoice	485830	Knox Nursery Cutting:LOBELIA TECHNO LILAC 102/100	LOBELIA TECHNO LILAC 102/100	37.00	54.93	2,032.41	33,448.46
01/31/2022	Invoice	486919		PO # 20220890 00				33,448.46
01/31/2022	Invoice	486919		Clock				33,448.46
01/31/2022	Invoice	486919	Knox Nursery Cutting:SUNPATIENS COMPACT PURPLE 102/100	SUNPATIENS COMPACT PURPLE 102/100	8.00	57.35	458.80	33,907.26
01/31/2022	Invoice	486919	Freight:fr	Freight and Handling	1.00	281.00	281.00	34,188.26
01/31/2022	Invoice	486919	SUNPATIENS COMPACT WHITE IMP 102/100 (deleted-1)	SUNPATIENS COMPACT WHITE IMP 102/100	3.00	57.35	172.05	34,360.31
01/31/2022	Invoice	486919	SUNPATIENS VIGOROUS WHITE 102/100 (deleted)	SUNPATIENS VIGOROUS WHITE 102/100	2.00	57.35	114.70	34,475.01
01/31/2022	Invoice	486919	Knox Nursery Cutting:SUNPATIENS COMPACT HOT PINK 102/100	SUNPATIENS COMPACT HOT PINK 102/100	10.00	57.35	573.50	35,048.51
01/31/2022	Invoice	486919		South Mobile Beds				35,048.51
01/31/2022	Invoice	486919	Knox Nursery Cutting:SUNPATIENS VIGOROUS ROSE PINK 102/100	SUNPATIENS VIGOROUS ROSE PINK 102/100	14.00	57.35	802.90	35,851.41
03/22/2022	Invoice	96345	Freight:fr	Freight and Handling	1.00	48.50	48.50	35,899.91
03/22/2022	Invoice	96345		PO # 20222448-00				35,899.91
03/22/2022	Invoice	96345	Boxing Charges:Bxing	Boxing Charges	1.00	9.00	9.00	35,908.91
03/22/2022	Invoice	96345	Freight:fr	Freight and Handling	1.00	57.50	57.50	35,966.41
03/22/2022	Invoice	96345	Sunbelt Greenhouse 20-21:Trixi Out of the Blue 50 SB Trixi Liner (deleted)	Trixi Out of the Blue 50 SB Trixi Liner (SUNBELT)	3.00	76.90	230.70	36,197.11
03/22/2022	Invoice	96345	COMBO TRIXI MULTI OUT OF THE BLUE 50/50 (deleted-2)	COMBO TRIXI MULTI OUT OF THE BLUE 50/50. (KNOX)	5.00	78.73	393.65	36,590.76
04/01/2022	Invoice	494363		PO# 20221757-00				36,590.76
04/01/2022	Invoice	494363	Freight:fr	Freight and Handling	1.00	475.00	475.00	37,065.76
04/01/2022	Invoice	494364	SUNPATIENS VIGOROUS WHITE 102/100 (deleted)	SUNPATIENS VIGOROUS WHITE 102/100	22.00	57.35	1,261.70	38,327.46
04/01/2022	Invoice	494363	Knox Nursery Cutting:SUNPATIENS COMPACT DEEP RED 102/100	SUNPATIENS COMPACT DEEP RED 102/100	43.00	57.35	2,466.05	40,793.51
04/01/2022	Invoice	494364	Knox Nursery Cutting:SUNPATIENS VIGOROUS RED 102/100	SUNPATIENS VIGOROUS RED 102/100	22.00	57.35	1,261.70	42,055.21
04/01/2022	Invoice	494363	Knox Nursery Cutting:SUNPATIENS COMPACT PURPLE 102/100	SUNPATIENS COMPACT PURPLE 102/100	43.00	57.35	2,466.05	44,521.26
04/01/2022	Invoice	494364		Bed Height				44,521.26
04/01/2022	Invoice	494363		Bed Fillers				44,521.26
04/01/2022	Invoice	494364		PO# 20221760-00				44,521.26
04/01/2022	Invoice	494364	Freight:fr	Freight and Handling	1.00	363.00	363.00	44,884.26
04/01/2022	Invoice	494364	Knox Nursery Cutting:PETUNIA SURFINIA WHITE IMP 102/100	PETUNIA SURFINIA WHITE IMP 102/100	8.00	67.81	542.48	45,426.74
04/01/2022	Invoice	494364	Knox Nursery Cutting:CATHARANTHUS SOIREE KAWAII BLUEBERRY	CATHARANTHUS SOIREE KAWAII BLUEBERRY KISS 102/100	6.00	75.13	450.78	45,877.52

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			KISS 102/100					
04/01/2022	Invoice	494364						45,877.52
04/01/2022	Invoice	494364		Green Boxes				45,877.52
04/01/2022	Invoice	494364	Knox Nursery Cutting:CATHARANTHUS SOIREE KAWAII RED SHADES 102/100	CATHARANTHUS SOIREE KAWAII SHADES 102/100	8.00	75.13	601.04	46,478.56
04/01/2022	Invoice	494364	Knox Nursery Cutting:CATHARANTHUS SOIREE KAWAII WHITE PEPMNT 102/100	CATHARANTHUS SOIREE KAWAII WHITE PEPMNT 102/100. -N/A CUTTINGS COULD NOT BE SUPPLIED 8 TRAYS REQ	0.00	75.13	0.00	46,478.56
04/08/2022	Invoice	96886		Bed Height				46,478.56
04/08/2022	Invoice	96886	Vis Seed Company:FOUR STAR 22-23:Bidens Goldilocks Rocks® 104 Liner RMT 0.215 (deleted)	Bidens Goldilocks Rocks® 104 Liner RMT 0.215	6.00	87.57	525.42	47,003.98
04/08/2022	Invoice	96886						47,003.98
04/08/2022	Invoice	96886		PO # 20221759-00				47,003.98
04/08/2022	Invoice	96886	Vis Seed Company:FOUR STAR 22-23:Angelonia Angelface® Super Blue 104 Liner RMT 0.155 (deleted)	Angelonia Angelface® Super Blue 104 Liner RMT 0.155	6.00	87.73	526.38	47,530.36
04/08/2022	Invoice	96886	Freight:fr	Freight and Handling	1.00	124.44	124.44	47,654.80
04/08/2022	Invoice	96886		Bed Fillers				47,654.80
04/22/2022	Invoice	97089		Borders				47,654.80
04/22/2022	Invoice	97089	Vis Seed Company:FOUR STAR 22-23:Scaevola Whirlwind® White 104 Liner RMT 0.165 (deleted)	Scaevola Whirlwind® White 104 Liner RMT 0.165	34.00	83.45	2,837.30	50,492.10
04/22/2022	Invoice	97089		PO # 20221755-00				50,492.10
04/22/2022	Invoice	97089	Freight:fr	Freight and Handling	1.00	705.16	705.16	51,197.26
04/22/2022	Invoice	97089	Vis Seed Company:FOUR STAR 22-23:Scaevola Whirlwind® Blue 104 Liner RMT 0.165 (deleted)	Scaevola Whirlwind® Blue 104 Liner RMT 0.165	34.00	83.45	2,837.30	54,034.56
04/29/2022	Invoice	97226	Vis Seed Company:VS Vis Seed Company	(306 Bundled Combination) Feeling Patriotic (11 UNITS OF 3 TRAYS EACH - 33 TRAYS OF 102'S TOTAL)	11.00	245.70	2,702.70	56,737.26
04/29/2022	Invoice	97226	Freight:fr	Freight and Handling	1.00	631.41	631.41	57,368.67
04/29/2022	Invoice	97226		PO # 20221756-00				57,368.67
04/29/2022	Invoice	97226		WHITE BOXES				57,368.67
04/29/2022	Invoice	97226	Vis Seed Company:FOUR STAR 22-23:Evolvulus Blue My Mind® 104 Liner RMT 0.185 (deleted)	Evolvulus Blue My Mind® 104 Liner RMT 0.185	6.00	96.31	577.86	57,946.53
04/29/2022	Invoice	97226						57,946.53
04/29/2022	Invoice	97226		HANGING BASKETS				57,946.53
05/09/2022	Invoice	496380		South Mobile Bed (2000) Clock (1500)				57,946.53
05/09/2022	Invoice	496380		20221758-00				57,946.53
05/09/2022	Invoice	496380	Knox Nursery Plug:VINCA VALIANT MIX 144/142	VINCA VALIANT MIX 144/142	25.00	49.50	1,237.50	59,184.03
05/09/2022	Invoice	496380	Freight:fr	Freight and Handling	1.00	95.00	95.00	59,279.03
07/18/2022	Invoice	498338		20224195-00				59,279.03
07/18/2022	Invoice	498338	Freight:fr	Freight and Handling	1.00	141.50	141.50	59,420.53
07/18/2022	Invoice	498338		Height in Beds				59,420.53
07/18/2022	Invoice	498338	Knox Nursery Cutting:CROSSANDRA ORANGE MARMALADE 102/100	CROSSANDRA ORANGE MARMALADE 102/100	23.00	51.82	1,191.86	60,612.39
07/25/2022	Invoice	498523		Green Boxes Height				60,612.39
07/25/2022	Invoice	498525		PO # 20224192-00				60,612.39
07/25/2022	Invoice	498525	Freight:fr	Freight and Handling	1.00	561.60	561.60	61,173.99

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07/25/2022	Invoice	498523	Knox Nursery Plug:ANGELONIA SERENA WHITE 144/142	ANGELONIA SERENA WHITE 144/142	7.00	58.44	409.08	61,583.07
07/25/2022	Invoice	498525	Vis Seed Company:VS Vis Seed Company	306 Bundled Combination 1 Kit Fired Up! RMT 0.185. EACH KIT CONTAINS 306 PLUGS. (TOTAL OF 3366 PLUGS)	11.00	255.26	2,807.86	64,390.93
07/25/2022	Invoice	498523	Knox Nursery Cutting:COLEUS ALABAMA SUNSET 102/100	COLEUS ALABAMA SUNSET 102/100 CELL TRAY	11.00	40.70	447.70	64,838.63
07/25/2022	Invoice	498525		FROM FOUR STAR HANGING BASKETS				64,838.63
07/25/2022	Invoice	498523		Height in Beds				64,838.63
07/25/2022	Invoice	498523		20224194-00				64,838.63
07/25/2022	Invoice	498523	Knox Nursery Plug:ANGELONIA SERENA WHITE 144/142	ANGELONIA SERENA WHITE 144/142	4.00	58.44	233.76	65,072.39
07/25/2022	Invoice	498523	Freight:fr	Freight and Handling	1.00	128.26	128.26	65,200.65
08/01/2022	Invoice	98452		Borders				65,200.65
08/01/2022	Invoice	98452	Knox Nursery Cutting:ALTERNANTHERA RED THREADS 102/100 (DROPPED)	ALTERNANTHERA RED THREADS 102/100	35.00	43.43	1,520.05	66,720.70
08/01/2022	Invoice	98452	Knox Nursery Cutting:ALTERNANTHERA TRUE YELLOW 102/100	ALTERNANTHERA TRUE YELLOW 102/100	35.00	43.43	1,520.05	68,240.75
08/01/2022	Invoice	98452						68,240.75
08/01/2022	Invoice	98452		Bed Fillers				68,240.75
08/01/2022	Invoice	98452	Knox Nursery Plug:ZINNIA PROFUSION MIX 144/142	ZINNIA PROFUSION MIX 144/142	66.00	52.01	3,432.66	71,673.41
08/01/2022	Invoice	98452						71,673.41
08/01/2022	Invoice	98452		Downtown around trees				71,673.41
08/01/2022	Invoice	98452	Knox Nursery Plug:ZINNIA PROFUSION MIX 144/142	ZINNIA PROFUSION MIX 144/142 (shorted 2)	14.00	52.01	728.14	72,401.55
08/01/2022	Invoice	98452						72,401.55
08/01/2022	Invoice	98452		Green Boxes				72,401.55
08/01/2022	Invoice	98452	Knox Nursery Plug:ZINNIA PROFUSION ORANGE 144/142	ZINNIA PROFUSION ORANGE 144/142	6.00	52.01	312.06	72,713.61
08/01/2022	Invoice	98452	Knox Nursery Plug:ZINNIA PROFUSION YELLOW 144/142	ZINNIA PROFUSION YELLOW 144/142	6.00	52.01	312.06	73,025.67
08/01/2022	Invoice	98452	Freight:fr	Freight and Handling	1.00	757.20	757.20	73,782.87
08/01/2022	Invoice	98452		PO # 20224213-00				73,782.87
08/08/2022	Invoice	98451		White Boxes (Eclipse of the Sun Combo)				73,782.87
08/08/2022	Invoice	98451		PO # 20224193-00				73,782.87
08/08/2022	Invoice	98451	Freight:fr	Freight and Handling	1.00	259.05	259.05	74,041.92
08/08/2022	Invoice	98451	Vis Seed Company:FOUR STAR 22-23:Bundled Combination Caramel Blossom LMT FEE 0.1917	Bundled Combination Caramel Blossom LMT FEE 0.1917 Total of 6 Trays	2.00	291.59	583.18	74,625.10
08/08/2022	Invoice	98451		Substitution:				74,625.10
08/08/2022	Invoice	98451	Vis Seed Company:VS Vis Seed Company	Ipomoea Sweet Caroline Sweetheart Lime 104 RMT 0.175 NOT AVAIL	1.00	0.00	0.00	74,625.10
08/08/2022	Invoice	98451	Vis Seed Company:VS Vis Seed Company	Impatiens Double Rockapulco® Orange Shades 104 Liner RMT 0.135 NOT AVAIL	1.00	0.00	0.00	74,625.10
08/08/2022	Invoice	98451	Vis Seed Company:VS Vis Seed Company	Solenostemon (Coleus) Colorblaze® Chocolate Drop 104 Liner RMT 0.135 - NOT AVAIL	1.00	0.00	0.00	74,625.10
08/15/2022	Invoice	98578	Knox Nursery Plug:MARIGOLD FR BONANZA YELLOW 144/142	MARIGOLD FR BONANZA YELLOW 144/142	11.00	29.92	329.12	74,954.22
08/15/2022	Invoice	98578		South Mobile Beds				74,954.22
08/15/2022	Invoice	98578	Knox Nursery Plug:MARIGOLD FR BONANZA DEEP ORANGE IMP 144/142	MARIGOLD FR BONANZA DEEP ORANGE IMP 144/142	12.00	29.92	359.04	75,313.26

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DATE	TRANSACTION TYPE	NUM	PRODUCT/SERVICE	MEMO/DESCRIPTION	QTY	SALES PRICE	AMOUNT	BALANCE
08/15/2022	Invoice	98578		PO # 20224191-00				75,313.26
08/15/2022	Invoice	98578	Knox MISC:Knox- Misc	MARIGOLD FR BONANZA DEEP ORANGE IMP 144/142 CELL TRAYS	4.00	29.92	119.68	75,432.94
08/15/2022	Invoice	98578		Clock				75,432.94
08/15/2022	Invoice	98578	Freight:fr	Freight and Handling	1.00	117.60	117.60	75,550.54
09/12/2022	Invoice	98897		Order Changed due to n/a on items. --				75,550.54
09/12/2022	Invoice	98897	Vis Seed Company:VS Vis Seed Company	50 Cell Tray Combo Confetti Shocking blue 4 req- Could not supply	0.00	81.17	0.00	75,550.54
09/12/2022	Invoice	98897	Freight:fr	Freight and Handling	0.00	122.90	0.00	75,550.54
09/12/2022	Invoice	98897	Vis Seed Company:FOUR STAR 22-23:Bundled Combination	Bundled Combination Evening In Paris LMT FEE 0.195	1.00	279.62	279.62	75,830.16
09/12/2022	Invoice	98897		PO# 20225641-00				75,830.16
09/12/2022	Invoice	98897	Vis Seed Company:FOUR STAR 22-23:Calibrachoa Superbells®	Calibrachoa Superbells® Lemon Slice® 104 Liner LMT FEE 0.21	2.00	96.76	193.52	76,023.68
09/12/2022	Invoice	98897	Freight:fr	Freight and Handling	1.00	165.88	165.88	76,189.56
09/12/2022	Invoice	98897		Color Bowls				76,189.56
09/12/2022	Invoice	98897		Subs for shocking blue that could not be supplied				76,189.56
Total for City of Fairhope							\$76,189.56	
TOTAL							\$76,189.56	



since 1910

Ruigrok Flowerbulbs

City Of Fairhope
P.O. Box 429
Fairhope AL 36533
USA

Zilkerbinnenweg 58 · 2191 AD De Zilk · The Netherlands
T +31(0) 252 515821 · F +31(0) 252 519489
USA: 1 877-240-8630 · Canada: 1 877-783-7984
info@ruigrokflowerbulbs.com · www.ruigrokflowerbulbs.com

Order confirmation		
Our order nr.	Date	Page
152506	Mar-15-2022	1 / 2
Delivery date	Delivery Conditions	
Oct-01-2022	Delivered Duty Paid	
Payment		
30 Days end of Month net		
Your Reference		
Customer	Phone	
CU406400	334-929-0353	
Sales Rep.		
Philipp Laagland		
Shipping Address		
City Of Fairhope		
555 South Section Street		
Fairhope AL 36533		
USA		

Item Code	Quantity	Description	Size		Price Per	Price Per USD	Total USD
11236017	1.575	Delft Blue	17/18	Hyacinthus		495.00 /1000	779.63
11239017	1.575	Gipsy Princess	17/18	Hyacinthus		545.00 /1000	858.38
11269017	2.700	Pink Pearl	17/18	Hyacinthus		515.00 /1000	1,390.50
14185012	4.000	Dynasty	12/+	Tulipa Triumph		260.00 /1000	1,040.00
14275012	1.000	Negrta	12/+	Tulipa Triumph		240.00 /1000	240.00
14391512	27.500	Tom Pouce	12/+	Tulipa Triumph		265.00 /1000	7,287.50
14607512	17.500	Golden Parade	12/+	Tulipa Darwin Hybrid		235.00 /1000	4,112.50
14538012	20.000	Parade	12/+	Tulipa Darwin Hybrid		235.00 /1000	4,700.00
14548412	1.000	Sprung Sunrise	12/+	Tulipa Triumph		275.00 /1000	275.00
14551012	1.000	Van Eljk ®	12/+	Tulipa Darwin Hybrid		210.00 /1000	210.00
20023514	7.250	Dutch Master	14/16	Narcissus Trumpet		465.00 /1000	3,371.25
20031012	1.600	Goblet	12/14	Narcissus Trumpet		310.00 /1000	496.00
20040012	1.600	Las Vegas	12/14	Narcissus Trumpet		355.00 /1000	568.00
20129812	6.000	Ice Follies	12/14	Narcissus Large Cupped		315.00 /1000	1,890.00
20653512	2.000	Tete-A-Tete	12/+	Narcissus Miniature		230.00 /1000	460.00
20809016	9.800	Ziva (Paperwhite)	16/17	Narcissus Tazetta		590.00 /1000	5,782.00
Boxes							
8316320	1	x100 Dynasty	12/+	Tulipa Triumph	0,000 bulb	0.00 box	0.00
8330270	1	x100 Wedding Dress	12/+	Tulipa Darwin Hybrid	0,000 bulb	0.00 box	0.00





Ruigrok Flowerbulbs

since 1910
City Of Fairhope
P.O. Box 429
Fairhope AL 36533
USA

Zilkerbinnenweg 58 • 2191 AD De Zilk • The Netherlands
T +31(0) 252 515821 • F +31(0) 252 519489
USA: 1 877-240-8630 • Canada: 1 877-783-7984
info@ruigrokflowerbulbs.com • www.ruigrokflowerbulbs.com

Order confirmation

Our order nr.	Date	Page
152506	Mar-15-2022	2 / 2

Goods	33,460.76 USD
Subtotal	33,460.76 USD
Amount	33,460.76 USD





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City Of Fairhope
P.O. Box 429
Fairhope AL 36533
USA

Invoice		
Invoices nr.	Date	Page
10809	Feb-28-2022	1 / 2
Due Date	Delivery Conditions	
Mar-31-2022	Delivered Duty Paid	
Payment		
30 Days end of Month net		
Customer No.	Your Reference	
CU406400	Caladium 2022	
Sales Rep.	Our order nr.	
Philipp Laagland	151887	
Shipping Address		
City Of Fairhope 555 South Section Street Fairhope AL 36533 USA		

Package Nrs.	Quantity	Description	Size	Price Per	Price Per USD	Total USD
	1 .600	Red Flash	Jumbo	Caladium Fancy Leaf	1,300.00 /1000	1,950.00
	800	Tapestry	Jumbo	Caladium Fancy Leaf	990.00 /1000	792.00
	1 .600	White Wings	I	Caladium Strap Leaf	730.00 /1000	1,314.00
	1 .600	Freida Hemple	Jumbo	Caladium Fancy Leaf	990.00 /1000	1,584.00
	1 .600	Royal Flush	Jumbo	Caladium Fancy Leaf	990.00 /1000	1,584.00

Thank you for your order.

Please pay this invoice before due date in US Dollars by using one of these payment methods:

PLEASE PAY BEFORE DUE DATE BY ELECTRONIC TRANSFER.

Account name: C.J. Ruigrok en Zonen BV.
Account nr: 70280000000001194
ABA/RTN: 031100209
Swift Code: CITIUS33
Bank name: Citibank N.A.
388 Greenwich St, NY10013 New York, USA

2. By check to:
Ruigrok Flowerbulbs
P.O. Box 538
Chester NY 10918





Ruigrok Flowerbulbs

since 1910
City Of Fairhope
P.O. Box 429
Fairhope AL 36533
USA

Zilkerbinnenweg 58 • 2191 AD De Zilk • The Netherlands
T +31(0) 252 515821 • F +31(0) 252 519489
USA: 1 877-240-8630 • Canada: 1 877-783-7984
info@ruigrokflowerbulbs.com • www.ruigrokflowerbulbs.com

Invoice		
Invoice nr.	Date	Page
10809	Feb-28-2022	2 / 2

Shipped February 21st by Bates.

Goods	7,224.00	USD
Freight Charges	560.50	USD
Subtotal	7,784.50	USD
Amount	7,784.50	USD





CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Jamie Rollins

Date: 10/05/22

Department: Horticulture

Expenditure Threshold**	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
Utilities \$5,001-\$10,000	Operational NON -Budgeted	Three	Treasurer/Mayor	N/A	N/A
Greater than: Gen Govt - \$5,001 Utilities - \$10,001	Operational NON -Budgeted	Three	Council	Required	Required
Gen Govt - \$5,001-\$15,000 Utilities - \$10,001 - \$15,000	Operational Budgeted	Three	Treasurer	N/A	N/A
Over \$15,000/\$50,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	N/A	N/A
Over \$15,000/\$50,000	Operational Budgeted	Bids	Council	Required	Required
Professional Service Over \$5,000	Budgeted or Non-Budgeted	Mayor Select	Council	Required	Required

*Budgeted items that meet or are under budget may be purchased with the Mayor and/or Treasurer's approval if they are on the State Bid list or from an approved buying group. Items that are over budget must go to Council for approval and will require a green sheet and resolution.

**Expenditure Threshold is a combined total of labor and materials, including materials provided by the City. If the total amount is within \$10,000 of the listed threshold, Purchasing/Treasurer may require a formal bid due to potential materials cost increases.

QUOTES

Vendor Name	Vendor Quote
1. <u>Multiple Vendors</u>	\$ _____
2. <u>Click or tap here to enter text.</u>	\$ _____
3. <u>Click or tap here to enter text.</u>	\$ _____

Check any applicable boxes: State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

ITEM OR SERVICE INFORMATION

1. **What item or service do you need to purchase?** Annual Flower Program
2. **What is the total cost of the item or service?** \$117,434.81 (Budget \$131,250.00)
3. **How many do you need?** Click or tap here to enter text.
4. **Item or Service Is:** New Used Replacement Annual Request
5. **Vendor Name (Lowest Quote):** Multiple Vendors
6. **Vendor Number:** Click or tap here to enter text.

If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

1. **Is it budgeted?** Yes No Emergency Request
2. **If budgeted, what is the budgeted amount?** \$131,250.00
3. **Budget code:** 01350-51400

*Email completed form with quotes and other supporting documentation to
Erin.Wolfe@FairhopeAL.gov and Rhonda.Cunningham@FairhopeAL.gov.*

RESOLUTION NO. _____

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

[1] That the City of Fairhope approves the procurement of a Server/Storage Upgrade for the IT Department to provide processing and storage for all City servers; Server/Storage Upgrade will be purchased through Purchasing Cooperative OMNIA Partners Public Sector (Contract #2018011-02); and therefore does not have to be let out for bid. Total cost not-to-exceed \$109,608.29.

ADOPTED ON THIS 24TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 10/14/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Server and Storage Upgrade

Project Location: IT Dept

Presented to City Council: 10/24/2022

Funding Request Sponsor: Jeff Montgomery, Director of Information Technology

Resolution # :
Approved _____

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 109,608.29

BCT 10/22/22 4:25 *ew*

Vendor: SHI

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Wastewater Sanitation Cap Project Impact Gas Tax Fed Grant

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-28 Street-35 Meter-19 IT-16
Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDept/Fac-75 Debt Service-85 Marina-34 Plan/Zone-12 Adult Rec-30

Project will be

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 001160-50470
G/L Acct Name: Purchases Vehicles & Equipment

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

Project Budgeted: \$ 133,658.60
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ (24,050.31)



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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 10/12/2022

Purchasing Memo Date: 10/12/2022

Delivered To Date: 10/14/2022

Request Approved Date: 10/14/2022

Request Approved Date: 10/14/2022

Approved Date: 10/14/2022

Signatures: *Aislinn Stone*
Aislinn Stone

Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO


Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

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

From: 
Erin Wolfe, Purchasing Manager

Date: October 12, 2022

Re: **Green Sheet and City Council Approval for Budgeted Server/Storage Upgrade**

The I.T. Director, Jeff Montgomery, requests approval to procure an upgrade to server/storage for the City. The server provides processing and storage for all of the City servers.

Three (3) quotes were received. The server/storage includes a Lenovo ThinkSystem DE6000F All Flash Array SFF Gen2; Protection PRE Ess – 3Y 24x7x4; Lenovo 3m Passive 25G SFP28 DAC Cable; Lenovo 1m Passive 25G SFP28DAC Cable; Three (3) ThinkSystem SR360 V2-3yr Warranty; and three (3) Premier Essential – 3Yr 24x7 4Hr Resp + YDYD SR630 V2. The lowest priced quote was from SHI for One Hundred Nine Thousand Six Hundred Eight Dollars and Twenty-Nine Cents (\$109,608.29).

This will be purchased through the purchasing cooperative OMNIA Partners Public Sector (Contract #2018011-02) and therefore does not have to be let out for bid.

NOTES:

See Attached Vendor Proposal for Details.

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement of a server/storage upgrade for \$109,608.29.

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

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

CC file, Jeff Montgomery, Clint Steadham



Pricing Proposal
Quotation #: 22479060
Created On: 9/7/2022
Valid Until: 10/31/2022

AL-City of Fairhope

Sean Spratlin

AL 36055
United States
Phone: (251) 990-0155
Fax:
Email: sean.spratlin@cofairhope.com

Inside Account Executive

Lauren Rallis

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

[Click here](#) to order this quote

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 LENOVO DATA CENTER : ThinkSystem DE6000F All Flash Array SFF Gen2 Lenovo - Part#: 7Y79S23V00 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 9/7/2022 – 12/5/2022 Note: Hardware ETA 4-7 business days	1	\$53,445.63	\$53,445.63
2 LENOVO DATA CENTER : PROTECTION PRE Ess - 3Y 24x7x4 + YDYG Lenovo - Part#: 5PS7A22896 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 9/6/2022 – 12/5/2022 Note: Software ESD	1	\$889.03	\$889.03
3 LENOVO DATA CENTER : Lenovo 3m Passive 25G SFP28 DAC Cable Lenovo - Part#: 7Z57A03558 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 9/6/2022 – 12/5/2022 Note: Hardware ETA 4-7 business days	1	\$54.43	\$54.43
4 LENOVO DATA CENTER : Lenovo 1m Passive 25G SFP28 DAC Cable Lenovo - Part#: 7Z57A03557 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 9/6/2022 – 12/5/2022 Note: Hardware out of stock 2+ weeks	1	\$44.37	\$44.37
5 Lenovo Data Center ThinkSystem SR630 V2-3yr Warranty Lenovo - Part#: 7Z71SEY300 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 9/6/2022 – 12/5/2022 Note: Hardware ETA 4-7 Business days	3	\$17,464.02	\$52,392.06

6	Lenovo Data Center Premier Essential - 3Yr 24x7 4Hr Resp + YDYD SR630 V2	3	\$927.59	\$2,782.77
	Lenovo - Part#: 5PS7A67541			
	Contract Name: Omnia Partners - IT Solutions			
	Contract #: 2018011-02			
	Coverage Term: 9/6/2022 – 12/5/2022			
	Note: Software ESD			

Subtotal	\$109,608.29
Total	\$109,608.29

Additional Comments

Please Note: Lenovo has a zero returns policy on any custom build machines. Lenovo also does not allow returns on open box/phased out products.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

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

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Jeff Montgomery
Department: IT

Date: 9/23/2022

ITEM OR SERVICE INFORMATION

1. **What item or service do you need to purchase?** Server/Storage Upgrade
2. **What is the total cost of the item or service?** \$109,608.29
3. **Where will the item or service be physically located?** Server Rooms
4. **What is the primary function of the item or service?** Provide processing and storage for all city servers
5. **How many do you need?** See quotes
6. **Item or Service Is:** New Used Replacement Annual Request
7. **When do you anticipate implementation?** Once approved, depends on availability at time
8. **Additional Information or Comments:** 001160 50470, Omnia Partners - IT Solutions. COMPETING QUOTES were \$114,275.00 and \$137,500.

BUDGET INFORMATION

1. **Is it budgeted?** Yes No Emergency Request
2. **If budgeted, what is the budgeted amount?** \$133658.60
3. **What is the Capital Project Name or Operating Budget Code:** 50470
4. **Check any applicable boxes:** State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

Email completed form with quotes or other supporting documentation to erin.wolfe@fairhopeal.gov and rhonda.cunningham@fairhopeal.gov.

PURCHASING USE ONLY

Vendor Name: **Vendor Number:** Click or tap here to enter text.

Current Business License: Yes No

Phone: 1.888.912.3151
 Fax: 1.601.399.5077
 Online: www.howardcomputers.com



Howard Computers
 P.O. Box 1588
 Laurel, MS 39441

Online Quotation

Quote No:	JB13 1237197.00	Quote Date:	September 19, 2022
Customer Name:	Jeff Montgomery	Phone Number:	2519900135
Company Name:	City of Fairhope	Fax Number:	2519900125
Quote Name:	Dell Servers		



Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	Storage 379-BEIC SAS/SATA Backplane 379-BDSS No Rear Storage 379-BDTE PowerEdge R650xs 210-AZKL Trusted Platform Module 2.0 V3 461-AAIG 2.5' Chassis with up to 8 Hard Drives (SAS/SATA), 2 CPU 321-BGQJ Intel Xeon Gold 6330 2G, 28C/56T, 11.2GT/s, 42M Cache, Turbo, HT (205W) DDR4-2933 338-BZXK Intel Xeon Gold 6330 2G, 28C/56T, 11.2GT/s, 42M Cache, Turbo, HT (205W) DDR4-2933 338-BZXK Additional Processor Selected 379-BDCO Heatsink for CPU greater than or equal to 185W 412-AAVQ Heatsink for CPU greater than or equal to 185W 412-AAVQ Performance Optimized 370-AAIP 3200MT/s RDIMMs 370-AEVR RAID 1 780-BCDN PERC H745 Controller, Front 405-AAUZ Front PERC Mechanical Parts, front load 750-ACFR Power Saving Dell Active Power Controller 750-AABF UEFI BIOS Boot Mode with GPT Partition 800-BBDM High Performance Fan x7 384-BCTO Dual, Hot-plug, Non Redundant Power Supply (2+0), 1400W, Mixed Mode 450-AKPN Riser Config 3, 1xOCP 3.0(x16)+ 2x16LP 330-BBSZ PowerEdge R650xs Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM 329-BGEZ iDRAC9, Enterprise 15G 385-BBQV Broadcom 57414 Dual Port 10/25GbE SFP28, OCP NIC 3.0 540-BCOC Standard Bezel 325-BCHH Dell EMC Luggage Tag (x8 or x10 chassis) 350-BCEN No Quick Sync 350-BCEM iDRAC, Factory Generated Password 379-BCSF iDRAC Group Manager, Disabled 379-BCQY VMware ESXi 7.0 U3 Embedded Image (License Not Included) 634-BWZG No Media Required 605-BBFN ReadyRails Sliding Rails Without Cable Management Arm 770-BCJI Cable Management Arm 770-BDZL No Internal Optical Drive 429-AAIQ No Systems Documentation, No OpenManage DVD Kit 631-AACK PowerEdge R650xs Shipping 340-CUQU PowerEdge R650xs x8 Shipping Material 343-BBRH PowerEdge 1U CE Marking, No CCC Marking 389-DYLW Dell/EMC label (BIS) for Chassis 389-DYMB Dell Hardware Limited Warranty Plus Onsite Service 859-8667 ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years 859-8704 ProSupport Mission Critical 7x24 Technical Support and Assistance 3 Years 859-8710 Keep your Hard Drive For Enterprise 3 Years 841-5979 On-Site Installation Declined 900-9997 64GB RDIMM, 3200MT/s, Dual Rank, 16Gb 370-AEVP QTY 12 1.6TB SSD SAS ISE Mix Use 12Gbps 512e 2.5in Hot-plug AG Drive, 3 DWPD, 400-AZOY QTY 2 Power Cord - C13, 3M, 125V MPN: 3000131732035.1	3	\$20,129.00	\$60,387.00

Sub-Total: \$60,387.00

Shipping & Handling :	\$110.00
Taxes:	Tax Exempt
Total for Item 1:	\$60,497.00

This quote will expire October 19, 2022.
 To expedite your order, please include your quote number with your Purchase Order.

Total for all pre-configured items

Sub-Total:	\$60,387.00
Shipping & Handling :	\$110.00
Taxes:	Tax Exempt
Total:	\$60,497.00

Notes:

Pricing and availability subject to change without notice. Packaging, Shipping, and Handling fees are not included unless specifically stated. Prices and lease payments do not include applicable taxes. Ship dates are approximations and are not guarantees. Quick ship items not available in Alaska, Hawaii, or outside the United States. Specific state laws may affect shipment of products.

Any order for kiosks must be canceled prior to 21 days from the scheduled date of shipment to avoid incurring a 50% cancellation fee. Any cancellation made within that 21-day window will automatically incur a charge equivalent to 50% of the total kiosk order being canceled.

Howard reserves the right to charge a 25% restocking fee for cancellation of a purchase order after Howard has commenced fulfillment of the order. Howard may, with notice, cancel any purchase order at any time without any liability to the Purchaser. Howard reserves the right to charge the Purchaser full purchase price for delaying shipment of a purchase order for an extended period of time which then results in the cancellation of said order.

Given the current uncertainties related to international trade, Howard hereby reserves the right to unilaterally revise the prices quoted herein in the event its manufacturing or procurement costs for such goods increase due to the imposition by the United States or any other country of new or higher tariff(s) or of any other similar tax, fee or charge.

If Purchaser fails to pay any invoice in full within the time quoted herein, Howard may, without notice, accelerate the due date of all outstanding invoices and require that all outstanding invoices, including any interest thereon, be immediately due and payable in full.

Howard's product warranties and return policies and related information, which are available at <https://www.howardcomputers.com/support/warranties.cfm> and <https://www.howardcomputers.com/support/returnpolicy.cfm>, are fully adopted and incorporated herein by reference. These may also be obtained by calling 1-888-912-3151 or emailing webmaster@howardcomputers.com.

THIS QUOTATION IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THE TERMS SET FORTH OR INCORPORATED HEREIN; HOWARD OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS.

Phone: 1.888.912.3151
 Fax: 1.601.399.5077
 Online: www.howardcomputers.com



Howard Computers
 P.O. Box 1588
 Laurel, MS 39441

Online Quotation

Quote No:	JB13 1237205.00	Quote Date:	September 19, 2022
Customer Name:	Jeff Montgomery	Phone Number:	2519900135
Company Name:	City of Fairhope	Fax Number:	2519900125
Quote Name:	Dell PowerVault		

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	Dell ME5024 Storage Array 210-BBOO 25Gb iSCSI 4 Port Single Controller 403-BCPB Rack Rails 2U 770-BECP ME Series 2U Bezel 325-BDDO Power Supply, 580W, Redundant, WW 450-AHSQ Dell EMC ME5024 Shipping 340-CWRP Dell Hardware Limited Warranty 871-8034 ProSupport Mission Critical 4-Hour 7X24 Onsite Service with Emergency Dispatch 3 Years 871-8040 ProSupport Mission Critical 7X24 Technical Support and Assistance 3 Years 871-8041 On-Site Installation Declined 900-9997 Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meters 470-AAKS QTY 2 1.6TB SSD SAS ISE Mix Use 12Gbps 512 2.5in Hot-plug AG Drive, 3 DWPD, 400-AZPH QTY 14 7.68TB SSD SAS ISE Read Intensive 12Gbps 512e 2.5in Hot-Plug AG Drive 400-BEWQ QTY 10 Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam) 450-AALV QTY 2 MPN: 3000131734172.1	1	\$76,973.00	\$76,973.00

Sub-Total:	\$76,973.00
Shipping & Handling :	\$30.00
Taxes:	Tax Exempt
Total for Item 1:	\$77,003.00

This quote will expire October 19, 2022.
 To expedite your order, please include your quote number with your Purchase Order.

Total for all pre-configured items

Sub-Total:	\$76,973.00
Shipping & Handling :	\$30.00
Taxes:	Tax Exempt
Total:	\$77,003.00

Notes:

Pricing and availability subject to change without notice. Packaging, Shipping, and Handling fees are not included unless specifically stated. Prices and lease payments do not include applicable taxes. Ship dates are approximations and are not guarantees. Quick ship items not available in Alaska, Hawaii, or outside the United States. Specific state laws may affect shipment of products.

Any order for kiosks must be canceled prior to 21 days from the scheduled date of shipment to avoid incurring a 50% cancellation fee. Any cancellation made within that 21-day window will automatically incur a charge equivalent to 50% of the total kiosk order being canceled.

Howard reserves the right to charge a 25% restocking fee for cancellation of a purchase order after Howard has commenced fulfillment of the order. Howard may, with notice, cancel any purchase order at any time without any liability to the Purchaser. Howard reserves the right to charge the Purchaser full purchase price for delaying shipment of a purchase order for an extended period of time which then results in the cancellation of said order.

Given the current uncertainties related to international trade, Howard hereby reserves the right to unilaterally revise the prices quoted herein in the event its manufacturing or procurement costs for such goods increase due to the imposition by the United States or any other country of new or higher tariff(s) or of any other similar tax, fee or charge.

If Purchaser fails to pay any invoice in full within the time quoted herein, Howard may, without notice, accelerate the due date of all outstanding invoices and require that all outstanding invoices, including any interest thereon, be immediately due and payable in full.

Howard's product warranties and return policies and related information, which are available at <https://www.howardcomputers.com/support/warranties.cfm> and <https://www.howardcomputers.com/support/returnpolicy.cfm>, are fully adopted and incorporated herein by reference. These may also be obtained by calling 1-888-912-3151 or emailing webmaster@howardcomputers.com.

THIS QUOTATION IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THE TERMS SET FORTH OR INCORPORATED HEREIN; HOWARD OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS.

Phone: 1.888.912.3151
Fax: 1.601.399.5077
Online: www.howardcomputers.com



Howard Computers
P.O. Box 1588
Laurel, MS 39441

Online Quotation

Quote No:	JB13 1236445.00	Quote Date:	September 15, 2022
Customer Name:	Jeff Montgomery	Phone Number:	2519900135
Company Name:	City of Fairhope	Fax Number:	2519900125
Quote Name:	Howard Option		

Item #	Category	Description	Qty.	Unit Price	Ext. Price
	System Type:	Howard Server SP3-2208	3	\$17,879.00	\$53,637.00
	Processor:	Intel Xeon 3rd Generation Gold 6330 Processor, 2.0 Ghz, 28 Cores/56 Threads, 42MB Cache, LGA4189 socket			
	Number of Processors:	Dual Processor			
	Operating System:	No OS Selected, User to Install VMware			
	Memory:	768GB (64GB X12) DDR4-3200 ECC RDIMM 2Rx4 ECC REG 1.2v -Dual Processor only			
	Hard Drive:	Seagate Nytro 3032 1.60 TB Solid State Drive - 2.5 Internal - SAS (12Gb/s SAS)			
	Number of Hard Drives:	2 Hard Drives			
	Raid Configuration:	RAID 1, 2 Matching Hard Drives Required			
	Storage Controller 2:	16 port SAS/SATA 8GB Cache 12GB raid controller PCIe Gen 4 w/ cache battery backup			
	Network Card 1:	Dual port SFP28 10/25GB (E810-XXVDA2 for OCP 3.0)			
	Graphics Card:	Integrated Remote Management Module w Advanced System Management Key			
	Optical Drive 1:	No CD-ROM Drive Selected			
	Case:	Server System, 1U 1600W Redundant Power Supply, 12 x 2.5 drive bays, Supports 3rd Generation Dual Intel Xeon socket			
	Motherboard:	Integrated Intel M50CYP2SB1U			
	Manufacturer Warranty:	Warranty 3 Years Parts & Labor 24 x 7 4 hr response Warranty with On-site Service (Keep Your Hard Drive)			
	Network Card 2:	Dual port SFP28 10/25GB Intel E810-XXVDA2			
	Rails:	Server Rack Rails			
	Network Accessory:	Twinax SFP28 25GB 1meter cable			
	Network Accessory:	Twinax SFP28 25GB 3meter cable			

Sub-Total: \$53,637.00

Systems Shipping & Handling: Included

Taxes: Tax Exempt

Total for Item 1: \$53,637.00

This quote will expire October 15, 2022.
To expedite your order, please include your quote number with your Purchase Order.

Item 2

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Howard Server HS2-2424	1	\$60,638.00	\$60,638.00
Processor:	Integrated Processor in the Storage Controllers			
Number of Processors:	Single Processor			
Operating System:	Seagate Storage Management Console			
Memory:	16GB Memory per System			
Hard Drive:	7.68TB SAS SSD 1DWPD Read Intensive			
Number of Hard Drives:	10 Hard Drives			
Network Card 1:	25Gb iSCSI 4 Port per Controller (Dual Controller)			
Graphics Card:	Integrated 1GB Management Console per controller			
Optical Drive 1:	No CD-ROM Drive Selected			
Case:	Storage System, 2U 24 X 2.5 drive bays, dual Redundant 580w			
Motherboard:	Integrated Seagate EXOS Chassis			
Hard Drive:	14 x 1.6TB 2.5 SAS SSD 3 DWPD Mix Use			
Warranty:	Seagate Secure Site (Keep Your Hard Drive)			
07NIC0000100:	2 X Twinax 10GB SFP+ to SFP+ DAC 3 meters			

Sub-Total:	\$60,638.00
Systems Shipping & Handling:	Included
Taxes:	Tax Exempt
Total for Item 2:	\$60,638.00

This quote will expire October 15, 2022.
To expedite your order, please include your quote number with your Purchase Order.

Total for all pre-configured items

Sub-Total:	\$114,275.00
Systems Shipping & Handling:	Included
Taxes:	Tax Exempt
Total:	\$114,275.00

Notes:

Pricing and availability subject to change without notice. Packaging, Shipping, and Handling fees are not included unless specifically stated. Prices and lease payments do not include applicable taxes. Ship dates are approximations and are not guarantees. Quick ship items not available in Alaska, Hawaii, or outside the United States. Specific state laws may affect shipment of products.

Any order for kiosks must be canceled prior to 21 days from the scheduled date of shipment to avoid incurring a 50% cancellation fee. Any cancellation made within that 21-day window will automatically incur a charge equivalent to 50% of the total kiosk order being canceled.

Howard reserves the right to charge a 25% restocking fee for cancellation of a purchase order after Howard has commenced fulfillment of the order. Howard may, with notice, cancel any purchase order at any time without any liability to the Purchaser. Howard reserves the right to charge the Purchaser full purchase price for delaying shipment of a purchase order for an extended period of time which then results in the cancellation of said order.

Given the current uncertainties related to international trade, Howard hereby reserves the right to unilaterally revise the prices quoted herein in the event its manufacturing or procurement costs for such goods increase due to the imposition by the United States or any other country of new or higher tariff(s) or of any other similar tax, fee or charge.

If Purchaser fails to pay any invoice in full within the time quoted herein, Howard may, without notice, accelerate the due date of all outstanding invoices and require that all outstanding invoices, including any interest thereon, be immediately due and payable in full.

Howard's product warranties and return policies and related information, which are available at <https://www.howardcomputers.com/support/warranties.cfm> and <https://www.howardcomputers.com/support/returnpolicy.cfm>, are fully adopted and incorporated herein by reference. These may also be obtained by calling 1-888-912-3151 or emailing webmaster@howardcomputers.com.

THIS QUOTATION IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THE TERMS SET FORTH OR INCORPORATED HEREIN; HOWARD OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS.

RESOLUTION NO. _____

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

[1] That the City of Fairhope approves procurement for Annual Renewal of the Kronos Timekeeping System Support and Software for the City for services from December 30, 2022 to December 29, 2023 for the IT Department with a cost not to exceed \$26,655.65. 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 24TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 10/14/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Annual Renewal of Kronos Timekeeping System Support and Software

Project Location: IT Dept

Presented to City Council: 10/24/2022

Funding Request Sponsor: Jeff Montgomery, Director of Information Technology

Resolution # :
Approved _____

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 26,655.65

OCT 14 2022 10:29 *Jaw*

Vendor: Kronos Incorporated

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Wastewater Sanitation Cap Project Impact Gas Tax 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 Meter-19 IT-16
Fleet-46 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 XXX
Capitalized _____
Inventoried _____

Funding Source:

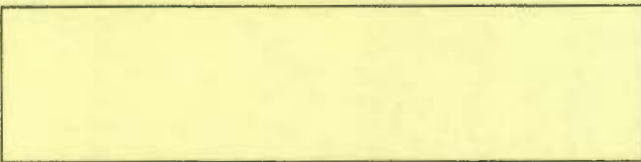
Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

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

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

Project Budgeted: \$ 26,655.65
Balance Sheet Item Included in projected cash flow

Over (Under) budget amount: \$ _____



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

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 10/11/2022

Purchasing Memo Date: 10/11/2022

Delivered To Date: 10/14/2022

Request Approved Date: 10/14/2022

Request Approved Date: 10/14/2022

Approved Date: 10/14/2022

Signatures: *Aislinn Stone*
Aislinn Stone

Signatures: *Kim Creech*
Kim Creech

Signatures: *Mayor Sherry Sullivan*
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
Treasurer

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

From: 
Erin Wolfe, Purchasing Manager

Date: October 11, 2022

Re: **Green Sheet and City Council Approval for the Procurement of the Annual Renewal of Kronos Timekeeping System Support and Software**

The I.T. Director, Jeff Montgomery, requests approval to procure the annual renewal of the Kronos Timekeeping System Support and Software for the City.

The Kronos Renewal will include: Software Support Services for Seventeen Thousand Sixty-Four Dollars and Eighty-Two Cents (\$17,064.82); Equipment Support Services for Six Thousand Seven Hundred Sixteen Dollars and Twenty-Four Cents (\$6,716.24); and Educational Services for Two Thousand Eight Hundred Seventy-Four Dollars and Fifty-Nine Cents (\$2,874.59). The services will start December 30, 2022 and end December 29, 2023.

Kronos Incorporated is the sole source provider of this system. The total cost for the renewal is Twenty-Six Thousand Six Hundred Fifty-Five Dollars and Sixty-Five Cents (\$26,655.65).

NOTES:

See Attached Vendor Proposal for Details.

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement of the annual renewal of the Kronos Timekeeping System Support and Software for the City at a cost of \$26,655.65 to Kronos Incorporated.

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

CC: Jeff Montgomery, Clint Steadham

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



Payment Terms:	Net 30 Days	Quote Type:	Renewal
Currency:	USD	Customer:	CITY OF FAIRHOPE
Customer PO Number:		Solution ID:	6109223
		Contract #:	1194509 R31-AUG-22
		Date:	31-AUG-2022
		Prepared by:	Sydney Margolis / 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
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Contact: JEFF MONTGOMERY
Email: jeff.montgomery@cofairhope.com

CONTRACT SUMMARY

Contract Period: 30-DEC-2022 - 29-DEC-2023

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	17,064.82	0.00	17,064.82
Equipment Support Services	6,716.24	0.00	6,716.24
Educational Services	2,874.59	0.00	2,874.59
Total	26,655.65	0.00	26,655.65

Annualized Contract Value: 26,866.51

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.

CITY OF FAIRHOPE	KRONOS INCORPORATED
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



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

Quote Type: Renewal
Customer: CITY OF FAIRHOPE
Solution ID: 6109223
Contract #: 1194509 R31-AUG-22
Date:
Prepared by: Sydney Margolis / 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

Table with 7 columns: Line, Support Service Level, Covered Product, License Count, Start Date, End Date, Duration (days). Rows include WORKFORCE ABSENCE MANAGER V8, WORKFORCE EMPLOYEE V8, WORKFORCE INTEGRATION MANAGER V8, WORKFORCE MANAGER V8, WORKFORCE TIMEKEEPER V8, and WORKFORCE MANAGER V8.

Summary table for Software Support Services with columns: Support Services, Estimated Tax, Subtotal. Total: 17,064.82.

EQUIPMENT SUPPORT SERVICES

Table with 7 columns: Line, Support Service Level, Covered Product, Quantity, Start Date, End Date, Duration (days). Rows include Data Collection: InTouch and Options: InTouch.

Summary table for Equipment Support Services with columns: Support Services, Estimated Tax, Subtotal. Total: 6,716.24.

EDUCATIONAL SERVICES

Table with 7 columns: Line, Support Service Level, Covered Product, License Count, Start Date, End Date, Duration (days). Row includes KNOWLEDGE PASS.

Summary table for Educational Services with columns: Support Services, Estimated Tax, Subtotal. Total: 2,874.59.

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Jeff Montgomery

Date: 9/29/2022

Department: IT

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? KRONOS Renewal
2. What is the total cost of the item or service? 26665.65
3. Where will the item or service be physically located? Yearly Software Renewal
4. What is the primary function of the item or service? Yearly support renewal for KRONOS
5. How many do you need? Click or tap here to enter text.
6. Item or Service Is: New Used Replacement Annual Request
7. When do you anticipate implementation? Will order once approved
8. Additional Information or Comments: Budgeted \$26,665.65

BUDGET INFORMATION

1. Is it budgeted? Yes No Emergency Request
2. If budgeted, what is the budgeted amount? 26665.65
3. What is the Capital Project Name or Operating Budget Code: 001160-50300
4. Check any applicable boxes: State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

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

PURCHASING USE ONLY

Vendor Name: Vendor Number: Click or tap here to enter text.

Current Business License: Yes No

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 inventory for Neptune Water Meters for the Water/Wastewater Department from Consolidated Pipe & Supply Co. Inc. as Sole Source Distributor; and authorizes procurement based on water meters are exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7). The cost not to exceed \$500,000.00.

ADOPTED ON THIS 24TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 10/14/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procure Inventory Neptune Meters

Project Location: Water System

Presented to City Council: 10/24/2022

Funding Request Sponsor: Jason Langley, Water & Sewer Superintendent

Resolution # :
Approved _____

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 500,000.00 Not-to-Exceed

Vendor: Consolidated Pipe & Supply

Project Engineer: n/a

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

OCT 14 2022 3:25 *Jaw*

Department Funding This Project

General Gas Electric **Water** Wastewater Sanitation Cap Project Impact Gas Tax 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 Meter-19 IT-16
Fleet-46 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: 004-14015
G/L Acct Name: Inventory

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

Project Budgeted: \$ 500,000.00
Balance Sheet Item
Included in projected
cash flow

Over (Under) budget amount: \$ _____

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 10/11/2022

Purchasing Memo Date: 10/11/2022

Delivered To Date: 10/14/2022

Request Approved Date: 10/14/2022

Request Approved Date: 10/14/2022

Approved Date: 10/14/2022

Signatures: *Aislinn Stone*
Aislinn Stone

Kim Creech
Kim Creech

Sherry Sullivan
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
Treasurer

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

From: 
Erin Wolfe, Purchasing Manager

Date: October 11, 2022

Re: **Green Sheet and City Council Approval for the request of Inventory Neptune Water Meters**

The Director of Water/Wastewater, Jason Langley, is requesting approval for the procurement of inventory water meters for the Water Department.

The Neptune water meters will be purchased from Consolidated Pipe and Supply Co. Inc. Attached is the quoted pricing from Consolidated Pipe reflecting the price of the water meters on October 4, 2022. The prices are as follows:

5/8x3/4 Neptune T10 Gal Pro Coder 900-I BRZ BTM	\$195.00
1 Neptune T10 Gal Pro Coder R-900-I BRZ BTM	\$375.00
2 Neptune Tru-Flo CMPD Gal R900I	\$1,950.00
3 Neptune Tru-Flo Gal Procoder EC3BRWG3 17"	\$3,000.00
4 Neptune Tru-Flo Gal W/R900I	\$3,600.00
6 Neptune Tru-Flo CMPD Gal R900I	\$5,898.00

The water meters 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."

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

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

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement of an annual contract for inventory water meters not to exceed \$500,000.00.

CC file, Jason Langley, Clint Steadham

C O N S O L I D A T E D P I P E A N D S U P P L Y C O . , I N C .
C U S T O M E R Q U O T E

4180 Hall Mill Road
PO Box 191057
Mobile AL 36693

Quote Nbr: 331072 000
Quote Date: 10/04/2022

Page 1

Office 251-666-6691
WATS 800-699-6691
Fax 251-666-5311

Job: METER PRICING
Engineer: FAIRHOPE
Bid Date: 10/04/2022

350133 - FAIRHOPE CITY OF
WATER & SEWER
P O BOX 429
FAIRHOPE AL 36533

Good Until: 3/04/2023
To: MICHA
Email: MICHA.LAMBERT@CPSPIPE.COM

Qty	Size/Wall/Description	Price	Extended Price
1.0	5/8X3/4 NEPTUNE T10 GAL PROCODER 900-I BRZ BTM	195.00 EA	195.00
1.0	1 NEPTUNE T10 GAL PRO CODER R-900-I BRZ BTM	375.00 EA	375.00
1.0	2 NEPTUNE TRU-FLO CMPD GAL R900I	1,950.00 EA	1,950.00
1.0	3 NEPTUNE TRU-FLO GAL PROCODER EC3BRWG3 17"	3,000.00 EA	3,000.00
1.0	4 NEPTUNE TRU-FLO GAL W/R900I	3,600.00 EA	3,600.00
1.0	6 NEPTUNE TRU-FLO CMPD GAL R900I	5,898.00 EA	5,898.00
Total:			15,018.00



**CITY OF FAIRHOPE
PURCHASING DEPARTMENT
REQUEST FORM**

Name: Jason Langley

Date: 10/06/2022

Department: Water and Wastewater

Expenditure Threshold	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
\$5,001 and greater	Operational NON -Budgeted	Three	Council	Required	Required
\$5,001 – 7,500	Operational Budgeted	Three	Treasurer	N/A	N/A
\$7,501 - \$15,000	Operational Budgeted	Three	Finance/Treasurer/ Mayor	N/A	N/A

QUOTES

Vendor Name	Vendor Quote
1. Consolidated Pipe Supply	\$ See attached
2.	\$
3.	\$

Check any applicable boxes: State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification) Neptune is the read system as well

ITEM OR SERVICE INFORMATION

- What item or service do you need to purchase? Water Meters for Inventory
- What is the total cost of the item or service? \$500,000
- How many do you need? Up to Budgeted amount
- Item or Service Is: New Used Replacement Annual Request
- Vendor Name (Lowest Quote): CPS
- Vendor Number: 19
If you do not have a Vendor Number, please go to the City of Fairhope page. www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

- Is it budgeted? Yes No Emergency Request
- If budgeted, what is the budgeted amount? 500,000
- Budget code:

Email completed form with quotes and other supporting documentation to Cory.Pierce@FairhopeAL.gov and Rhonda.Cunningham@FairhopeAL.gov.

RESOLUTION NO. _____

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

[1] That the City of Fairhope approves the procurement of one (1) Mower Max 24' Boom or equivalent for the Public Works Department from Coblenz Equipment & Parts Co.; and the type of equipment is on the Alabama State Department of Purchasing Contract Number T226 and therefore does not have to be let out to bid; total cost not-to-exceed \$233,270.00, \$221,404.00 of which is budgeted.

ADOPTED ON THIS 24TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 10/14/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of a Mower Max 24' Boom

Project Location: Public Works

Presented to City Council: 10/24/2022

Resolution #: _____

Approved _____

Funding Request Sponsor: George Ladd, Assistant Public Works Director
Richard Johnson, Public Works Director
Tim Bung, Supervisor Vehicle mechanics

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 233,270.00 Not-to-Exceed

OCT 14 2022 3:29 *aw*

Vendor: Coblenz Equipment & Parts Co., Inc

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Wastewater Sanitation Cap Project Impact Gas Tax 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** Meter-19 IT-16
Fleet-46 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 XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 001350-50470
G/L Acct Name: Purchases Vehicles & Equipment

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

Project Budgeted: \$ 221,404.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ 11,866.00

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 10/11/2022

Purchasing Memo Date: 10/11/2022

Delivered To Date: 10/14/2022

Request Approved Date: 10/14/2022

Request Approved Date: 10/14/2022

Approved Date: 10/14/2022

Signatures:

Aislinn Stone
Aislinn Stone

Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

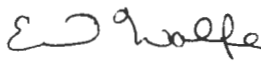
Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

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

From: 
Erin Wolfe, Purchasing Manager

Date: October 11, 2022

Re: **Green Sheet and City Council Approval of Procurement of a Mower
Max 24' Boom**

The Assistant Director of Public Works, George Ladd, is requesting procurement of a Mower Max 24' Boom or equivalent.

The purchase of the 24' Boom Mower shall include a 50" Rotary Head with 3 Blade Carrier; a 90 Degree Swivel Deck; a Back Up Camera; a Reversing Radiator Fan; a Quick Attach for the Boom; A Quick Attach for the Additional Head; and Window Tint. The quote for one (1) Mower Max 24' Boom with options is estimated at a total of Two Hundred Thirty-Three Thousand Two Hundred Seventy Dollars (\$233,270.00) including freight.

This type of mower is on the State of Alabama Division of Purchasing Contract Number T226 and therefore does not have to be let out to bid.

The budgeted amount was \$221,404.00. However, the price has increased by \$11,866.00 over that amount due to inflation.

NOTES:

See Attached Vendor Proposal for Details.

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement for one (1) Mower Max 24' Boom or equivalent for a not to exceed amount of \$233,270.00, ~~\$21,404.00~~ of which is budgeted.

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

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

CC file, George Ladd, Richard Johnson, Tim Bung, Clint Steadham



10400 Highway 80 East
Montgomery, AL 36117

Post Office Box 242608
Montgomery, AL 36124

1-334-215-8600 1-800-239-3353 FAX 1-334-215-8532

October 3, 2022

City Of Fairhope Alabama

Attn: Earl Ryland

Earl,

Thank you for the opportunity to quote Mower Max 24' Boom. The following quote is based on the state right of way mower contract.

State of Alabama Right Of Way Mower Contract T226

Line 21

02064 - Mower, Articulated Boom: Flail, Rotary, or Sickle Head

24' Boom Mower,

Make: Atmax

Model: Mower Max 24'

- 50" Rotary Head with 3 Blade Carrier
- 90 Degree Swivel Deck
- Back Up Camera
- Reversing Radiator Fan
- Quick Attach for Boom
- Quick attach for additional Head
- Window Tint

List Price: \$289,400.00 Less 20% Discount of \$57,880.00

Price: \$231,520.00

Freight: \$1,750.00

Total Price per Unit: \$233,270.00

Stephen Spooner
Coblentz Equipment
10400 US Hwy 80 East
Montgomery, AL. 36117
Cell-334-430-8649



**CITY OF FAIRHOPE
PURCHASING DEPARTMENT
REQUEST FORM**

Name: George Ladd

Date: 10/6/2022

Department: Streets

Expenditure Threshold	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
\$5,001 and greater	Operational NON -Budgeted	Three	Council	Required	Required
\$5,001 – 7,500	Operational Budgeted	Three	Treasurer	N/A	N/A
\$7,501 - \$15,000	Operational Budgeted	Three	Finance/Treasurer/ Mayor	N/A	N/A

QUOTES

	Vendor Name	Vendor Quote
1.	Coblentz Equipment & Parts Co.	\$ 233,520.00
2.		\$
3.		\$

Check any applicable boxes: State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

ITEM OR SERVICE INFORMATION

- What item or service do you need: **Mower Max 24' Arm Mower**
- What is the total cost of the item or service? **\$233,270.00**
- How many do you need? **1**
- Item or Service Is: New Used Replacement Annual Request
- Vendor Name (Lowest Quote): **Coblentz Equipment & parts**
- Vendor Number: **3880**

If you do not have a Vendor Number, please go to the City of Fairhope page: <http://www.fairhopeal.gov/www.FairhopeAL.gov>, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

- Is it budgeted? Yes No Emergency Request
- If budgeted, what is the budgeted amount **\$221,404.00**
- Budget code: **001350-50470**

**Email completed form with quotes and other supporting documentation to
Cory.Pierce@FairhopeAL.gov and Rhonda.Cunningham@FairhopeAL.gov.**

RESOLUTION NO. _____

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

[1] That the City of Fairhope approves the procurement of two (2) 2023 Ford Explorers or equivalent for the Building Department from Stivers Ford Lincoln; the type of vehicles needed are on the State of Alabama Department Division of Purchasing Contract Number T191L and therefore does not have to be let out for bid; total cost not-to-exceed \$66,884.00.

ADOPTED ON THIS 24TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 10/14/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of two (2) Ford Explorers or Equivalent

Project Location: Building Dept

Presented to City Council: 10/24/2022

Funding Request Sponsor: Erik Cortinas, Building Department Director
Tim Bung, Supervisor Vehicle mechanics

Project Cash Requirement Requested:
Cost: \$ 66,884.00

Vendor: Stivers Ford Lincoln

Project Engineer: n/a

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

Resolution # :
Approved _____
Changed _____
Rejected _____

OCT 14 '22 10:28 *aw*

Department Funding This Project

General Gas Electric Water Wastewater Sanitation Cap Project Impact Gas Tax Fed Grant

Department of General Fund Providing the Funding

Admin-10 Bidg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Meter-19 IT-16
Fleet-46 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 XXX
Inventoried

Funding Source:

Operating Expenses
Budgeted Capital XXX
Unfunded

Expense Code: 001130-60470
G/L Acct Name: Purchases Vehicles & Equipment

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

Project Budgeted: \$ 80,732.00
Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ 6,152.00

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

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant _____ City Treasurer _____ Mayor _____

Purchasing Memo Date: 10/11/2022 Purchasing Memo Date: 10/11/2022 Delivered To Date: 10/14/2022

Request Approved Date: 10/14/2022 Request Approved Date: 10/14/2022 Approved Date: 10/14/2022

Signatures: Aislinn Stone Kim Creech Mayor Sherry Sullivan



MEMO


Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

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

From: 
Erin Wolfe, Purchasing Manager

Date: October 11, 2022

Re: **Green Sheet and City Council Approval of Procurement of two (2) Ford Explorers**

The Director of the Building Department, Erik Cortinas, is requesting procurement of two (2) 2023 Ford Explorers or equivalent.

The purchase of the two (2) 2023 Ford Explorers shall include 2 wheel drive, with a 2.3L EcoBoost I-4 engine with 10 speed transmission; cloth seats; and 4-corner LED strobes. The quote for each vehicle from Stivers Ford Lincoln is Thirty-Three Thousand Four Hundred Forty-Two Dollars (\$33,442.00), for a total of Sixty-Six Thousand Eight Hundred Eighty-Four Dollars (\$66,884.00).

The Ford Explorers are on the State of Alabama Division of Purchasing Contract Number T191L and therefore does not have to be let out to bid.

NOTES:

See Attached Vendor Proposal for Details.

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement for two (2) Ford Explorers or equivalent for a not to exceed amount of \$66,884.00.

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

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

CC file, Erik Cortinas, Tim Bung, Clint Steadham

2023 FORD EXPEDITION -- STATE CONTRACT T191L

CONTRACT NUMBER: 220000003128-3

CONTRACT AMOUNT: \$33,098

MODEL SERIES K8B

ORDER CODE 102A

Utility Vehicle - Ford Explorer Four Wheel Drive Equipped With 3.3L V6 Engine & 10-Speed Automatic Transmission

K8B	Explorer 4WD Model - 3.3L V6 Engine w/ 10 Speed Transmis	SOLD OUT	\$ 33,098	<input type="checkbox"/>
7N	Cloth Seats - Sandstone		NC	<input type="checkbox"/>
K7B	Explorer 2WD Model - 2.3L Ecoboost I-4 Engine w/ 10 Speed Transmission		\$ 32,753	<input checked="" type="checkbox"/>
7N	Cloth Seats - Sandstone		NC	<input type="checkbox"/>
K7D	Explorer XLT 200A 2WD Model - 2.3L Ecoboost Engine w/ 10 Spd Transmission		\$ 37,458	<input type="checkbox"/>
K8D	Explorer XLT 200A 4WD Model - 2.3L Ecoboost Engine w/ 10 Spd Transmission		\$ 39,383	<input type="checkbox"/>
8N	Unique Cloth Seats - Sandstone		NC	<input checked="" type="checkbox"/>
86	Unique Cloth Seats - Ebony		NC	<input type="checkbox"/>

EXPLORER BASE and XLT OPTIONS

ST1	4-Corner LED Strobes - White Front / Amber Rear (Dealer		\$ 689	<input checked="" type="checkbox"/>
KEY	2 Extra Keys		\$ 600	<input type="checkbox"/>
52T	Trailer Tow Pkg. - Class III		\$ 545	<input type="checkbox"/>
FM2	All-Weather Floor Mats		\$ 189	<input type="checkbox"/>
CM2	Cargo Mat		\$ 199	<input type="checkbox"/>
50M	Splash Guards		\$ 289	<input type="checkbox"/>
16A	Floor Liners / No Carpet		\$ 160	<input type="checkbox"/>
942	Daytime Tuning Lights		\$ 45	<input type="checkbox"/>
17U	2nd Row Bench Seat (ILO of Buckets) (XLT 200A)		\$ 495	<input type="checkbox"/>

EXTERIOR COLOR OPTIONS -- Colors are NC:

YZ	Oxford White	NC	<input checked="" type="checkbox"/>	Stone Blue Metallic	XLT Only	\$ 495.00	<input type="checkbox"/>
UM	Agate Black	NC	<input type="checkbox"/>	Jewel Red	XLT Only	\$ 495.00	<input type="checkbox"/>
JS	Iconic Silver	NC	<input type="checkbox"/>	Rapid Red Metallic	XLT Only	\$ 495.00	<input type="checkbox"/>
M7	Carbonized Gray	NC	<input type="checkbox"/>	Star White Metallic	XLT Only	\$ 795.00	<input type="checkbox"/>
L9	Forged Green	NC	<input type="checkbox"/>				
B3	Atlas Blue	NC	<input type="checkbox"/>				

DELIVERY: State Contract Provisions for \$2.00 / mile one-way

\$

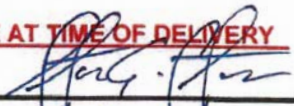
Delivery Address: _____

TOTAL VEHICLE (Required) 33,442.00

Customer: _____
Contact: _____
Phone: _____
Email: _____

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required)



10/6/22

DATE (Required):

PURCHASE ORDER NUMBER: (Required)

QUANTITY

2023 FORD EXPEDITION – STATE CONTRACT T191L

CONTRACT NUMBER: 220000003128-3 **CONTRACT AMOUNT:** \$33,098

MODEL SERIES K8B **ORDER CODE** 102A

Utility Vehicle - Ford Explorer Four Wheel Drive Equipped With 3.3L V6 Engine & 10-Speed Automatic Transmission

K8B	Explorer 4WD Model - 3.3L V6 Engine w/ 10 Speed Transmis	SOLD OUT	\$ 33,098	<input type="checkbox"/>
7N	Cloth Seats - Sandstone		NC	<input type="checkbox"/>
K7B	Explorer 2WD Model - 2.3L EcoBoost I-4 Engine w/ 10 Speed Transmission		\$ 32,763	<input checked="" type="checkbox"/>
7N	Cloth Seats - Sandstone		NC	<input type="checkbox"/>
K7D	Explorer XLT 200A 2WD Model - 2.3L EcoBoost Engine w/ 10 Spd Transmission		\$ 37,468	<input type="checkbox"/>
K8D	Explorer XLT 200A 4WD Model - 2.3L EcoBoost Engine w/ 10 Spd Transmission		\$ 39,383	<input type="checkbox"/>
8N	Unique Cloth Seats - Sandstone		NC	<input checked="" type="checkbox"/>
86	Unique Cloth Seats - Ebony		NC	<input type="checkbox"/>

EXPLORER BASE and XLT OPTIONS

ST1	4-Corner LED Strokes - White Front / Amber Rear (Dealer		\$ 689	<input checked="" type="checkbox"/>
KEY	2 Extra Keys		\$ 600	<input type="checkbox"/>
52T	Trailer Tow Pkg. - Class III		\$ 545	<input type="checkbox"/>
FM2	All-Weather Floor Mats		\$ 189	<input type="checkbox"/>
CM2	Cargo Mat		\$ 199	<input type="checkbox"/>
50M	Splash Guards		\$ 289	<input type="checkbox"/>
16A	Floor Liners / No Carpet		\$ 160	<input type="checkbox"/>
942	Daytime Tunning Lights		\$ 45	<input type="checkbox"/>
17U	2nd Row Bench Seat (ILO of Buckets) (XLT 200A)		\$ 495	<input type="checkbox"/>

EXTERIOR COLOR OPTIONS -- Colors are NC:

YZ	Oxford White	NC	<input checked="" type="checkbox"/>	Stone Blue Metallic	XLT Only	\$ 495.00	<input type="checkbox"/>
UM	Agate Black	NC	<input type="checkbox"/>	Jewel Red	XLT Only	\$ 495.00	<input type="checkbox"/>
JS	Iconic Silver	NC	<input type="checkbox"/>	Rapid Red Metallic	XLT Only	\$ 495.00	<input type="checkbox"/>
M7	Carbonized Gray	NC	<input type="checkbox"/>	Star White Metallic	XLT Only	\$ 795.00	<input type="checkbox"/>
L9	Forged Green	NC	<input type="checkbox"/>				
B3	Atlas Blue	NC	<input type="checkbox"/>				

DELIVERY: State Contract Provisions for \$2.00 / mile one-way \$

Delivery Address: _____

TOTAL VEHICLE (Required) 33,442.00

Customer: _____
 Contact: _____
 Phone: _____
 Email: _____

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required)

[Handwritten Signature]

 10/6/22

DATE (Required):

PURCHASE ORDER NUMBER: (Required)

Page 2 of 2

QUANTITY



**CITY OF FAIRHOPE
PURCHASING DEPARTMENT
REQUEST FORM**

Name: Erik Cortinas
 Department: Building Department

Date: 10/06/2022
 Title: Building Official

Expenditure Threshold	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
\$5,001 and greater	Operational NON -Budgeted	Three	Council	Required	Required
\$5,001 – 7,500	Operational Budgeted	Three	Treasurer	N/A	N/A
\$7,501 - \$15,000	Operational Budgeted	Three	Finance/Treasurer/ Mayor	N/A	N/A

QUOTES

	Vendor Name	Vendor Quote
1.	Stiver Ford Lincoln	\$ \$ 33,442.00
2.		\$
3.		\$

Check any applicable boxes: State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

ITEM OR SERVICE INFORMATION

- What item or service do you need to purchase? 2023 Ford Explorer (2WD, 2.3 Ecoboost I-4)
- What is the total cost of the item or service? \$ 33,442.00
- How many do you need? 2
- Item or Service Is: New Used Replacement Annual Request
- Vendor Name (Lowest Quote): Stivers Ford Lincoln
- Vendor Number:
If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

- Is it budgeted? Yes No Emergency Request
- If budgeted, what is the budgeted amount? \$ 95,659.00
- Budget code: \$ 50,470.00

I certify that I have completed
 this form to the best of my
 ability:

Erik Cortinas

Digitally signed by Erik
 Cortinas
 Date: 2022.10.06
 10:10:58 -05'00'

*Email other supporting documentation to
Cory.Pierce@FairhopeAL.gov and
Rhonda.Cunningham@FairhopeAL.gov.*

RESOLUTION NO. _____

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

[1] That the City of Fairhope approves the procurement of two (2) Cobra Rear Loader Garbage Trucks or equivalent for the Sanitation Department from Sansom Equipment Company; and the equipment is available for direct procurement through Sourcewell Purchasing Cooperative Contract #091219NWY which has been nationally bid; and therefore, does not have to be let out for bid. The cost not-to-exceed \$417,154.00.

ADOPTED ON THIS 24TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 10/14/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of two (2) Cobra Rear Loader Garbage Trucks or Equivalent

Project Location: Sanitation Dept

Presented to City Council: 10/24/2022

Resolution #: Approved _____

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

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 417,154.00 Not-to-Exceed

Vendor: Sansom Equipment Company

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Wastewater **Sanitation** Cap Project Impact Gas Tax 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 Meter-19 IT-16
Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-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: 005030-50470
G/L Acct Name: Purchases Vehicles & Equipment

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

Project Budgeted: \$ 353,000.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ 64,154.00

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 10/11/2022

Purchasing Memo Date: 10/11/2022

Delivered To Date: 10/14/2022

Request Approved Date: 10/14/2022

Request Approved Date: 10/14/2022

Approved Date: 10/14/2022

Signatures: Aislinn Stone

Kim Creech
Kim Creech

Mayor Sherry Sullivan
Mayor Sherry Sullivan




MEMO

Sherry Sullivan
Mayor

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

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

From: 
Erin Wolfe, Purchasing Manager

Date: October 11, 2022

Lisa A. Hanks, MMC
City Clerk

Re: **Green Sheet and City Council Approval of Procurement of Two (2)
Cobra Rear Loader Garbage Trucks**

Kimberly Creech
Treasurer

The Sanitation/Fleet Supervisor, Dale Linder, is requesting procurement of two (2) Cobra Rear Loader Garbage Trucks or Equivalent

One of the garbage trucks shall be to replace current unit 1158. The second truck will be a new addition to the fleet. Each Cobra Rear Loading Refuse Truck will have a twenty (20) cubic yard capacity. Each truck will include a hydraulic pump, safety shutdown & driver buzzer – curbside; 5.6" monitor with rearview camera; upper body floor – 10GA; 80K; hopper floor – ¼" 50K and back ¼" 100K; tailgate lower – sides 7GA 50K; slide face – 7GA 50K; ejection panel face – 10GA 50K; induction hardened slide & sweep rods; slide cylinder covers; access door 30"x30"; one year body warranty; one year hydraulics warranty; and a two year cylinder warranty.

The purchase will be made from Sansom Equipment Company through the Sourcewell purchasing cooperative (Sourcewell Contract #091219NWY) and therefore does not have to be let out for bid. Each garbage truck is approximately Two Hundred Eight Thousand, Five Hundred Seventy-Seven Dollars (\$208,577.00), for a total of Four Hundred Seventeen Thousand One Hundred Fifty-Four Dollars (\$417,154.00).

The budgeted amount was \$195,259.00 per garbage truck. However, the price has increased by \$13,318.00 each or \$26,636.00 total over that amount due to inflation.

NOTES:

See Attached Vendor Proposal for Details.

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

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

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement for two (2) Cobra Rear Loader Garbage Trucks or equivalent for a not to exceed amount of \$417,154.00, \$390,518.00 of which is budgeted.

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



QUOTE

QUOTE # SECQ5382

DATE Sep 28, 2022

CONTRACT CUSTOMER ID # 2216

CONTRACT # 091219-NWY

To: Dale Linder
 City of Fairhope
 555 South Section Street
 Fairhope, AL 36533
 United States

Sales Contact: Jeff Bodiford
 251-298-9398
 jeffb@secequip.com

Phone: 251-928-8003
 dale.linder@cofairhope.com

QUOTE STATUS	SHIPPING TERMS	DELIVERY IN DAYS	PAYMENT TERMS
Sourcewell (NJPA)	Customer Location	210 - 300 Days	Net Delivery

QTY	DESCRIPTION
1	New Way Cobra Rear Loading Refuse Truck - 20 cubic yard Capacity
1	Hydraulic Pump, Safety Shutdown & Driver Buzzer - Curbside, 5.6" Monitor w/ Rearview Camera, Upper Body Floor - 10GA, 80K, Hopper Floor - 1/4" 50K and Back 1/4" 100K, Tailgate Lower - Sides 7GA 50K, Slide Face - 7GA 50K, Ejection Panel Face- 10GA 50K, Induction Hardened Slide & Sweep Rods, Slide Cylinder Covers, Access Door 30"x30", One Year Body Warranty, One Year Hydraulics Warranty, Two Year Cylinder Warranty.
1	Upper Body Floor 1/4" 50k from 10GA, 80K
1	Hopper Floor and Back 3/8" 50k from 1/4" 50K and back 1/4" 100K
1	Hopper Floor Back Extension (Limits fall back into hopper)
1	Full Body Weld Inside vs. Stitched
1	Bolt on Reefer Plate & Future Cable Guide Supports
1	Extra Valve Section w/ Extended Handle/Pivot, Right Side - rear valve for future cart tipper installation
1	Extra Valve Section w/ Extended Handle/Pivot, Left Side - rear valve for future cart tipper installation
1	Extra Valve Section & Handle - rear valve for future container handling option
1	Street Side Linkage to Operate Tipper Valve Section
2	Add Hydraulic Tubing To Tailgate Side For Future Tipper Installation
1	Acrylic Urethane Enamel Body Paint - White
1	Prime Inside Body

QTY	DESCRIPTION
1	LED Hopper Work Lights - (2) inside upper tailgate
1	LED Mid-Body Back-Up Lights - (1) light each side
1	LED Integrated Strobe System (2) round lights mounted upper tailgate
1	LED Integrated Strobe System (2) round lights mounted lower tailgate
1	LED Strobe Integrated Strobe System (2) round lights mounted upper front body bulkhead
1	LED Strobe Light, Beacon Style - surface mount, upper tailgate
1	7.0" Color Flat Screen Monitor w/ Rearview Camera
1	Optional Complete Mounting Kit
1	Remote Grease Zerks - Upper Tailgate & Cylinder Hinge Pins
1	Safety Shut Down Switch - Street Side
1	Driver Alert Buzzer - Street Side
1	In-Cab Air Controls For Tailgate and Eject
1	Freight - F.O.B. City of Fairhope
1	Mounting of Rear Loader Body Single Axle
1	Hot shift PTO w/ Overspeed & Pack On Go
1	Freightliner M2 New Way 20yd Rear Loader w/ PTO
2	Diamondback Model 500 Cart Tipper
1	Mounting of Two Tippers
1	Sourcewell Contract # 091219NWY

This quote does not include any federal, state, or local taxes.
 * In stock equipment are subject to prior sale. *

This Quote is valid for 30 Days.

TOTAL	\$208,577.00
--------------	---------------------

Please contact me if I can be of further assistance.

BIRMINGHAM OFFICE

2800 Powell Avenue
Birmingham, AL 35233
Ph: (205) 324-3104
Fax: (205) 324-2679

MOBILE OFFICE

2025 West I-65 Service Road North
Mobile, AL 36618
Ph: (251) 631-3766
Fax: (251) 631-3768

SHELBYVILLE OFFICE

3196 Highway 231 North
Shelbyville, TN 37160
Ph: (615) 696-7066
Fax: (615) 413-5323

STONECREST OFFICE

2601 South Stone Mountain Lithonia Road
Stonecrest, Georgia 30058
Ph: (706) 685-6900
Fax: (706) 609-3491





CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Dale Linder

Date: 10/10/22

Department: Sanitation

Expenditure Threshold	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
Utilities \$5,001-\$10,000	Operational NON -Budgeted	Three	Treasurer/Mayor	N/A	N/A
Greater than: Gen Govt - \$5,001 Utilities - \$10,001	Operational NON -Budgeted	Three	Council	Required	Required
Gen Govt - \$5,001-\$15,000 Utilities - \$10,001 - \$15,000	Operational Budgeted	Three	Treasurer	N/A	N/A
Over \$15,000/\$50,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	N/A	N/A
Over \$15,000/\$50,000	Operational Budgeted	Bids	Council	Required	Required
Professional Service Over \$5,000	Budgeted or Non-Budgeted	Mayor Select	Council	Required	Required

*Budgeted items that meet or are under budget may be purchased with the Mayor and/or Treasurer's approval if they are on the State Bid list or from an approved buying group. Items that are over budget must go to Council for approval and will require a green sheet and resolution.

QUOTES

Vendor Name	Vendor Quote
1. <u>Sansom Equipment</u>	\$ <u>\$417,154.00</u>
2. <u>Click or tap here to enter text.</u>	\$ _____
3. <u>Click or tap here to enter text.</u>	\$ _____

Check any applicable boxes: State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? New Way Cobra Rear Loader Garbage Truck
2. What is the total cost of the item or service? 417,154.00
3. How many do you need? 2
4. Item or Service Is: New Used Replacement Annual Request
5. Vendor Name (Lowest Quote): Sansom Equipment
6. Vendor Number: 9971

If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

1. Is it budgeted? Yes No Emergency Request
2. If budgeted, what is the budgeted amount? \$195,259.00 each
3. Budget code: 5030-50470 Vehicle Purchase

Email completed form with quotes and other supporting documentation to
Erin.Wolfe@FairhopeAL.gov and Rhonda.Cunningham@FairhopeAL.gov.

RESOLUTION NO. _____

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

[1] That the City of Fairhope approves the procurement of one (1) Ford Transit 250 Full Size Cargo Van or equivalent for the Public Works Department from Stivers Ford Lincoln; the type of vehicle needed is on the State of Alabama Division of Purchasing Contract Number T191 and therefore does not have to be let out for bid; total cost not-to-exceed \$44,022.00, \$4,022.00 of which is not budgeted.

ADOPTED ON THIS 24TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



MEMO


Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

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

From: 
Erin Wolfe, Purchasing Manager

Date: October 11, 2022

Re: **Green Sheet and City Council Approval of Procurement of a Ford Transit 250 Utility Van**

The Assistant Director of Public Works, George Ladd, is requesting procurement of a Ford Transit 250 Utility Van or equivalent for the Streets Department.

The purchase of the Ford Transit 250 Full Size Cargo Van shall include a low roof height; 148" wheelbase; rear wheel drive; 3.5L PFDI V6 Engine; 10 Speed Transmission; .235/65R16C BSW; 3.73 Non-LS; Fixed Rear Cargo Door Class & Fixed Passenger Sliding Door Glass; 9070#GVWR; Large Center Console; Two (2) Additional Keys; Bulkhead – Steel Perforated Partition between Cargo and Front Seat area; and Wire Mesh Screen Covering Rear Glass and Cargo Side Door Glass. The quote for one (1) Ford Transit 250 Cargo Van with options is estimated at a total of Forty-Four Thousand Twenty-Two Dollars (\$44,022.00) including freight.

This type of mower is on the State of Alabama Division of Purchasing Contract Number T191 and therefore does not have to be let out to bid.

The budgeted amount was \$40,000.00. However, the price has increased by \$4,022.00 over that amount due to inflation.

NOTES:

See Attached Vendor Proposal for Details.

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement for one (1) Ford Transit 250 Cargo Van or equivalent for a not to exceed amount of \$44,022.00, \$4,022.00 of which is budgeted.

NOT

CC file, George Ladd, Richard Johnson, Tim Bung, Clint Steadham

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

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

City of Fairhope
Project Funding Request

Issuing Date: 10/14/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of a Ford Transit 250 Utility Van or Equivalent

Project Location: Public Works

Presented to City Council: 10/24/2022

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

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 44,022.00 Not-to-Exceed

Vendor: Stivers Ford Lincoln

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Wastewater Sanitation Cap Project Impact Gas Tax 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** Meter-19 IT-16
Fleet-46 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 XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 001350-50470
G/L Acct Name: Purchases Vehicles & Equipment

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

Project Budgeted: \$ 40,000.00
Balance Sheet Item Included in projected cash flow

Over (Under) budget amount: \$ 4,022.00

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

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant: _____ City Treasurer: _____ Mayor: _____

Purchasing Memo Date: 10/11/2022 Purchasing Memo Date: 10/11/2022 Delivered To Date: 10/14/2022

Request Approved Date: 10/14/2022 Request Approved Date: 10/14/2022 Approved Date: 10/14/2022

Signatures: Aislinn Stone Kim Creech Mayor Sherry Sullivan

FORD TRANSIT 150 CARGO VAN

CONTRACT NUMBER: MA22000003128-10

CONTRACT AMOUNT: \$38,060

INCLUDES: FORD TRANSIT 150 FULL SIZE CARGO VAN WITH STANDARD HEIGHT ROOF, 130" WHEELBASE, REAR WHEEL DRIVE,

W612 - W651

STATE CONTRACT PRICE (T191) \$ 38,060.00

SPECIFICATIONS

R1Y	Upgrade to Transit 250, 148" Wheelbase, Low Roof	\$ 3,907.00	<input checked="" type="checkbox"/>
101A	Preferred Equipment Package, XL Trim	NC	<input checked="" type="checkbox"/>
998	3.5L PFDI V6 Engine	NC	<input checked="" type="checkbox"/>
44U	10 Speed Transmission	NC	<input checked="" type="checkbox"/>
TC8	.235/65R16C BSW	NC	<input checked="" type="checkbox"/>
X73	3.73 Non-LS	NC	<input checked="" type="checkbox"/>
17B	Fixed Rear Cargo Door Glass & Fixed Passenger Passenger Side Cargo Sliding Door Glass	\$ 425.00	<input checked="" type="checkbox"/>
19X	Auto Start/Stop Removal	\$ (50.00)	<input checked="" type="checkbox"/>
19Z	Wifi 4G Delete	\$ (20.00)	<input checked="" type="checkbox"/>
20B	9070# GVWR	NC	<input checked="" type="checkbox"/>
67E	Large Center Console	\$ 195.00	<input checked="" type="checkbox"/>
86F	2 Additional Keys	\$ 75.00	<input checked="" type="checkbox"/>

COLOR

YZ Oxford White NC

INTERIOR

VK Vinyl - Palazzo Gray NC

STIVERS OPTIONS

PBH	Bulkhead - Steel Perforated Partition between Cargo and Front Seat Area	\$ 995.00	<input checked="" type="checkbox"/>
SC1	Wire Mesh Screens Covering Rear Glass and Cargo Side Door Glass	\$ 435.00	<input checked="" type="checkbox"/>
KM1	46"H X 42"W X 14"D Shelf Installed in Cargo Drivers Side	\$ 745.00	<input type="checkbox"/>
LR1	Roof Mounted Ladder Rack (Fixed) - 3 Bar Rack with Rear Roller Bar	\$ 1,285.00	<input type="checkbox"/>
4C1	Four Corner Strobes	\$ 829.00	<input type="checkbox"/>

DELIVERY: State Contract Provisions for \$2.00 / mile one-way \$

Delivery Address: _____

TOTAL VEHICLE (Required) \$ 44,022

Customer: _____

Contact: _____

Phone: _____

Email: _____

STATE CONTRACT TERMS: PAYMENT DUE AT TIME OF DELIVERY

Signature: _____

Date (Required): _____

Purchase Order No.

Quantity (Required):



**CITY OF FAIRHOPE
PURCHASING DEPARTMENT
REQUEST FORM**

Name: George Ladd

Date: 10/6/2022

Department: Streets

Expenditure Threshold	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
\$5,001 and greater	Operational NON -Budgeted	Three	Council	Required	Required
\$5,001 – 7,500	Operational Budgeted	Three	Treasurer	N/A	N/A
\$7,501 - \$15,000	Operational Budgeted	Three	Finance/Treasurer/ Mayor	N/A	N/A

QUOTES

Vendor Name	Vendor Quote
1. Stivers Ford Lincoln	\$ 44,022.00
2.	\$
3.	\$

Check any applicable boxes: State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

ITEM OR SERVICE INFORMATION

- What item or service do you need: **Ford Transit 250 Low roof Utility Van**
 - What is the total cost of the item or service? **\$44,022.00**
 - How many do you need? **1**
 - Item or Service Is: New Used Replacement Annual Request
 - Vendor Name (Lowest Quote): **Stivers Ford Lincoln**
 - Vendor Number: **28732**
- If you do not have a Vendor Number, please go to the City of Fairhope page: <http://www.fairhopeal.gov/> www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.*

BUDGET INFORMATION

- Is it budgeted? Yes No Emergency Request
- If budgeted, what is the budgeted amount **\$40,000.00**
- Budget code: **001350-50470**

*Email completed form with quotes and other supporting documentation to
Cory.Pierce@FairhopeAL.gov and Rhonda.Cunningham@FairhopeAL.gov.*

RESOLUTION NO. _____

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

[1] That the City of Fairhope approves the procurement of a Three (3) Year Lease for a Xerox Printer/Copier from Xerox Corporation for the new Planning Department Office at the Pecan Building for IT Department; and the lease is on the State Contract 072816000, and therefore does not have to be let out for bid; total cost not-to-exceed \$7,696.08 for the Three (3) Year Lease, plus the cost of prints to Xerox Corporation.

ADOPTED ON THIS 24TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 10/14/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approval for Three (3) Year Lease of Xerox Multi-Function Network Printer/Copier

Project Location: IT Dept

Presented to City Council: 10/24/2022

Resolution #: Approved OCT 14 '22 8:28 [Signature]

Funding Request Sponsor: Jeff Montgomery, Director of Information Technology
Hunter Simmons, Planning and Zoning Manager

Changed _____

Rejected _____

Project Cash Requirement Requested:

Cost: \$ 2,565.36 Per Year for Three Years

Vendor: Xerox Corporation

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

Department Funding This Project

General Gas Electric Water Wastewater Sanitation Cap Project Impact Gas Tax 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 Meter-19 IT-16
Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marine-34 Plan/Zone-12 Adult Rec-30

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 001120-50325
G/L Acct Name: Printer/Copiers/OE and supp

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

Project Budgeted: \$ 5,600.00
Balance Sheet Item Included in projected cash flow

Over (Under) budget amount: \$ (3,034.64)

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

\$2565.36 per year plus \$0.0068 per black and white print and \$0.0506 per color print. Includes consumable supplies for all prints.

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 10/11/2022

Purchasing Memo Date: 10/11/2022

Delivered To Date: 10/14/2022

Request Approved Date: 10/14/2022

Request Approved Date: 10/14/2022

Approved Date: 10/14/2022

Signatures: [Signature] Aislinn Stone

[Signature] Kim Creech

[Signature] 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
Treasurer

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

From: 
Erin Wolfe, Purchasing Manager

Date: October 11, 2022

Re: **Green Sheet and City Council Approval for Three (3) Year Lease of Xerox Multi-Function Network Printer/Copier**

The I.T. Director, Jeff Montgomery, requests approval to procure a three (3) year lease of a Xerox C8145H2 Multi-function Network Printer/Copier for the new Planning Department office at the Pecan Building.

The Xerox C8145H2 has a Br Finisher – 2/3 Hp; 1 Line Fax; and RFID Card Reader. The Cost of the Xerox C8145H2 lease is Two Hundred Thirteen Dollars and Seventy-Eight Cents per month, and a total of Two Thousand Five Hundred Sixty-Five Dollars and Thirty-Six Cents per year. In addition, black and white prints are \$0.0066 per print; color prints are \$0.0506 per print. The lease also includes consumable supplies for all prints. This lease is available through Xerox Corporation.

This lease is on the State Contract 072816000 and therefore does not have to be let out to bid.

NOTES:

See Attached Vendor Proposal for Details.

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement of a three (3) year lease of a Xerox printer/copier at a cost of \$7,696.08 total for three (3) years, plus the cost of prints to Xerox Corporation.

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

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

CC file, Jeff Montgomery, Hunter Simmons, Clint Steadham

Lease Agreement



Customer: CITY OF FAIRHOPE

BillTo: CITY OF FAIRHOPE
 555 FAIRHOPE BLVD
 FAIRHOPE, AL 36532-2128
 State or Local Government Negotiated Contract : 072816000

Install: CITY OF FAIRHOPE
 555 FAIRHOPE BLVD
 FAIRHOPE, AL 36532-2128

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. C8145H2 (XEROX C8145H2)	- Br Finisher-2/3 Hp - 1 Line Fax - Rfid Card Reader	Lease Term: 36 months Purchase Option: FMV	10/20/2022

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8145H2	\$213.78	1: Black and White Impressions	All Prints	\$0.0066	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0506	
Total	\$213.78	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

<p>Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.</p> <p>Signer: JEFF MONTGOMERY Phone: (251)249-0292</p> <p>Signature: _____ Date: _____</p>	<p>Thank You for your business! This Agreement is proudly presented by Xerox and</p> <p>BROOKE STATON (251)222-8194</p> <p>For information on your Xerox Account, go to www.xerox.com/AccountManagement</p>
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Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

4. OVERSIZE PRINTS. Each print made on the following Equipment; C8145H2, that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches), but less than or equal to 491 mm in length, will register as two (2) prints on the applicable (B&W/color) meter, and, for that Equipment with extra-long print capability, for any impressions greater than 491 mm will register up to four (4) prints on the applicable (B&W/color) meter.

PRICING PLAN/OFFERING SELECTED:

5. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

6. REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.



CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Jeff Montgomery

Date: 10/5/2022

Department: IT for Planning

Expenditure Threshold**	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
Utilities \$5,001-\$10,000	Operational NON -Budgeted	Three	Treasurer/Mayor	N/A	N/A
Greater than: Gen Govt - \$5,001 Utilities - \$10,001	Operational NON -Budgeted	Three	Council	Required	Required
Gen Govt - \$5,001-\$15,000 Utilities - \$10,001 - \$15,000	Operational Budgeted	Three	Treasurer	N/A	N/A
Over \$15,000/\$50,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	N/A	N/A
Over \$15,000/\$50,000	Operational Budgeted	Bids	Council	Required	Required
Professional Service Over \$5,000	Budgeted or Non-Budgeted	Mayor Select	Council	Required	Required

*Budgeted items that meet or are under budget may be purchased with the Mayor and/or Treasurer's approval if they are on the State Bid list or from an approved buying group. Items that are over budget must go to Council for approval and will require a green sheet and resolution.

**Expenditure Threshold is a combined total of labor and materials, including materials provided by the City. If the total amount is within \$10,000 of the listed threshold, Purchasing/Treasurer may require a formal bid due to potential materials cost increases.

QUOTES

Vendor Name	Vendor Quote
1. <u>Xerox</u>	\$ <u>7696.08 (for 36 mo)</u>
2. <u>Click or tap here to enter text.</u>	\$ _____
3. <u>Click or tap here to enter text.</u>	\$ _____

Check any applicable boxes: State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? Copier
2. What is the total cost of the item or service? 7696.08
3. How many do you need? 1
4. Item or Service Is: New Used Replacement Annual Request
5. Vendor Name (Lowest Quote): Xerox
6. Vendor Number: 6148

If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

1. Is it budgeted? Yes No Emergency Request
2. If budgeted, what is the budgeted amount? 7978.00
3. Budget code: 001120-50325

*Email completed form with quotes and other supporting documentation to
Erin.Wolfe@FairhopeAL.gov and Rhonda.Cunningham@FairhopeAL.gov.*

RESOLUTION NO. ____

BE IT HEREBY RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby authorizes and approves the request of the City of Fairhope and the Downtown Fairhope Business Association to close Section Street from Magnolia Avenue to Johnson Avenue and Fairhope Avenue from Bancroft Street to Church Street on Saturday, October 29, 2022 from 9:00 a.m. to 12:00 p.m. for the Downtown Trick or Treat Event.

ADOPTED ON THIS 24TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
Council President

Attest:

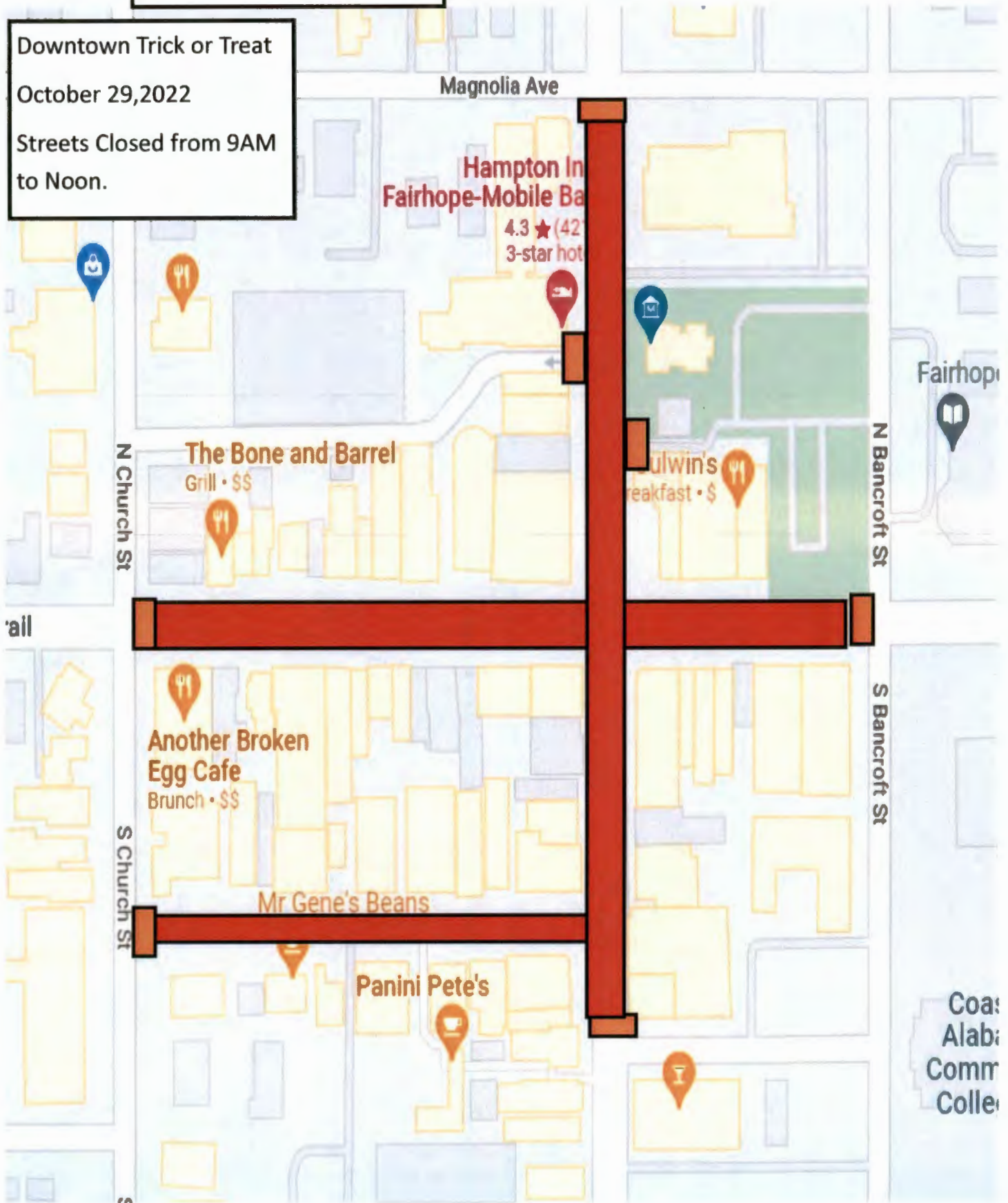
Lisa A. Hanks, MMC
City Clerk



No Parking After 9 AM
or When Sign Displayed



Downtown Trick or Treat
October 29, 2022
Streets Closed from 9AM
to Noon.



Magnolia Ave

Hampton Inn
Fairhope-Mobile Base
4.3 ★ (42)
3-star hotel

The Bone and Barrel
Grill • \$\$

Dulwin's
breakfast • \$

Another Broken
Egg Cafe
Brunch • \$\$

Mr Gene's Beans

Panini Pete's

Fairhope

N Bancroft St

S Bancroft St

N Church St

S Church St

Coastal
Alabama
Community
College

RESOLUTION NO. _____

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

1] That the City of Fairhope has voted to approve procurement for the 2022 Lighting of the Trees stage, miscellaneous equipment and labor cost to Sound Associates, Inc. with a cost of \$12,500.00 for the City of Fairhope's Lighting of the Trees Celebration on November 17, 2022.

ADOPTED ON THIS 24TH DAY OF OCTOBER, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 10/18/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of Stages, Equipment, and Labor for the 2022 Lighting of the Trees Event

Project Location: City

Presented to City Council: 10/24/2022

Funding Request Sponsor: Paige Crawford, Director of Community Affairs

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 12,500.00

Vendor: Sound Associates, Inc.

Project Engineer: n/a

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

10/29/22 4:21:57 JW

Department Funding This Project

General Gas Electric Water Wastewater Sanitation Cap Project Impact Gas Tax 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 Meter-19 IT-16
Fleet-46 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: 001240-50490
G/L Acct Name: Community Events

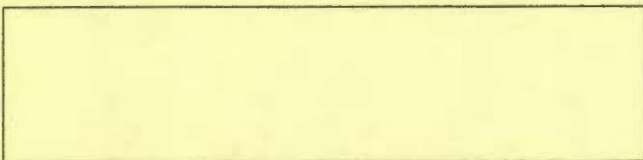
Grant: _____ Federal - not to exceed amount
_____ State
_____ City
_____ Local

Project Budgeted: \$ 11,000.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ 1,500.00

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

Capital Lease: _____ - Payment _____ Term _____



City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 10/18/2022

Purchasing Memo Date: 10/18/2022

Delivered To Date: 10/18/2022

Request Approved Date: 10/18/2022

Request Approved Date: 10/18/2022

Approved Date: 10/18/2022

Signatures: Aislinn Stone

Signatures: Kim Creech

Signatures: 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
Treasurer

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

From: 
Erin Wolfe, Purchasing Manager

Date: October 18, 2022

Re: **Green Sheet and City Council Approval for the Procurement of Stages, Equipment, and Labor for the 2022 Lighting of the Trees Event**

The Director of Community Affairs, Paige Crawford, is requesting approval for the procurement of the following equipment and services for the Lighting of the Trees event on November 17, 2022.

The services would include:

Main Stage:

40'x36'x5' stage with 2 stair units, skirted on all sides; handrails on all sides
8'x12'x3' stage section with 16' ramps
8 x Little Blizzard snow machines with rigging gear
18 moving LED lighting fixtures/supported on 6 vertical trusses
8 x JBL VRX 932 speakers with audio mixing console, choir and instrument mics
Audio engineer and lighting engineer
All necessary labor

De La Mar Stage:

40'x28'x4' skirted stage with 2 stair units, handrails on all sides
All necessary labor

Three (3) vendors were contacted for this procurement. Two (2) vendors were non-responsive. This purchase will be made from Sound Associates, Inc. for Twelve Thousand Five Hundred Dollars (\$12,500.00).

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve the procurement for the 2022 Lighting of the Trees stage, miscellaneous equipment and labor cost to Sound Associates, Inc. for \$12,500.00.

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

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

CC file, Paige Crawford, Clint Steadham

Sound Associates Inc.
5675 Rabbit Creek Dr. Theodore, AL 36582
251-443-5001 Fax 251-443-8724

P. 1

Service Contract #11211901

Purchaser: City of Fairhope
Contact: Paige Crawford 251-510-7075

Event/Artist: Lighting of the Trees; downtown Fairhope, AL
Event Date: November 17, 2022 (Partial Load-In November 16)

Total Contract Price: \$12,500.00
Deposit: \$5000.00 check due to Sound Associates on October 21, 2022
Balance: \$7500.00 check due at load-in to Sound Associates on November 16, 2022

SERVICES TO BE PROVIDED BY SOUND ASSOCIATES INC:

Main Stage:

40' x 36' x 5' stage with 2 stair units, skirted on all sides / handrails on all sides

8' x 12' x 3' stage section with 16' ramps for band load-in/load-out

8 x Little Blizzard snow machines with rigging gear for attachment to traffic light posts on Nov. 14

18 moving LED lighting fixtures/ supported on 6 vertical trusses

8 x JBL VRX 932 speakers with audio mixing console, choir and instrument mics

Audio engineer and lighting engineer

All necessary labor

De La Mar Stage:

40' x 28' x 4' skirted stage with 2 stair units, handrails on all sides

All necessary labor

THE FOLLOWING SERVICES MUST BE PROVIDED BY THE PURCHASER AT NO COST TO SOUND ASSOCIATES:

Purchaser to provide assistance from City of Fairhope electrical staff for the rigging and testing of snow machines On the evening of November 17, 2021.

Purchaser will provide limited storage in Welcome Center for 3-4 pieces of equipment the night of November 17.

Purchaser Initial: _____

CANCELLATIONS/ SIGNATURES

By signing this contract, the purchaser agrees to all terms listed in this contract, unless agreed to in writing by Sound Associates and the Purchaser. The employer also agrees that the contracted event is “rain or shine,” and that the full balance of contract is due to Sound Associates regardless of inclement weather or other factors beyond the control of Sound Associates. Any cancellation of the contract must be agreed to in writing by both the purchaser and Sound Associates. The purchaser also agrees that the contract deposit is non-refundable after 30 days before the start of the contracted event, even in the event of cancellation.

Purchaser Signature _____ Date: _____

SAI Signature _____ Date: _____



CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Paige Crawford

Date: 10/7/2022

Department: Community Affairs

Expenditure Threshold	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
Utilities \$5,001-\$10,000	Operational NON -Budgeted	Three	Treasurer/Mayor	N/A	N/A
Greater than: Gen Govt - \$5,001 Utilities - \$10,001	Operational NON -Budgeted	Three	Council	Required	Required
Gen Govt - \$5,001-\$15,000 Utilities - \$10,001 - \$15,000	Operational Budgeted	Three	Treasurer	N/A	N/A
Over \$15,000/\$50,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	N/A	N/A
Over \$15,000/\$50,000	Operational Budgeted	Bids	Council	Required	Required
Professional Service Over \$5,000	Budgeted or Non-Budgeted	Mayor Select	Council	Required	Required

*Budgeted items that meet or are under budget may be purchased with the Mayor and/or Treasurer's approval if they are on the State Bid list or from an approved buying group. Items that are over budget must go to Council for approval and will require a green sheet and resolution.

QUOTES

Vendor Name	Vendor Quote
1. <u>Sound Associates</u>	\$ <u>\$12,500</u>
2. <u>Media Services</u>	\$ <u>No Quote</u>
3. <u>Dorsett Productions</u>	\$ <u>No Quote</u>

Check any applicable boxes: State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? Lighting of the Trees Production Services
2. What is the total cost of the item or service? \$12,500
3. How many do you need? Click or tap here to enter text.
4. Item or Service Is: New Used Replacement Annual Request
5. Vendor Name (Lowest Quote): Sound Associates
6. Vendor Number: 20049

If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendar Registration, and complete the required information.

BUDGET INFORMATION

1. Is it budgeted? Yes No Emergency Request
2. If budgeted, what is the budgeted amount? \$11,000
3. Budget code: 0012400-50490

Email completed form with quotes and other supporting documentation to
Erin.Wolfe@FairhopeAL.gov and Rhonda.Cunningham@FairhopeAL.gov.

555 S Section Street / Fairhope, Alabama 36532
251.928.8003 (p) / www.FairhopeAL.gov

Paige Crawford

Subject: FW: City of Fairhope 2022 Lighting of the Trees

NO QUOTE.

From: Paige Crawford
Sent: Tuesday, September 13, 2022 1:50 PM
To: toniadorsett <toniadorsett@bellsouth.net>
Subject: City of Fairhope 2022 Lighting of the Trees

Good afternoon!
I hope this email finds you well. I wanted to reach out and see if Dorsett Productions would be interested in putting a quote in for our annual Lighting of the Trees Ceremony. Well the event is only a few months out! Please see the services we need below and let me know if you have any questions.

Production services for lighting of the trees in downtown Fairhope on November 17, 2022.
Includes:

Stage

Around 40' x 36' x 5' stage with 2 sets of steps, black skirting, and hand rails on all edges

De La Mare Stage
Around 32' x 40' x 4' stage with 2 sets of steps, black skirting

Snow Machines

8 x Snow machines, flown from traffic light posts (Coordinate with Electric Department setup on Wednesday November 17, 2021)

Lighting

Lighting towers with moving light fixtures and vertical trusses

Audio

4 x Powered loudspeakers with microphones for orchestra and choir

Stage build supervisor, audio engineer, lighting engineer

Price should include all necessary labor and technical staff. Please contact me with any questions.

Thank You,



Paige Crawford

Director of Community Affairs

Phone: 251-929-1466

Email: Paige.Crawford@Fairhopeal.gov

PO Box 429

Fairhope, AL 36533

www.Fairhopeal.gov

Paige Crawford

Subject:

FW: City of Fairhope 2022 Lighting of the Trees

NO QUOTE

From: Paige Crawford

Sent: Tuesday, September 13, 2022 1:52 PM

To: 'mrhickey@bellsouth.net' <mrhickey@bellsouth.net>

Subject: City of Fairhope 2022 Lighting of the Trees

Good afternoon!

I hope this email finds you well. I wanted to reach out and see if Media Services would be interested in putting a quote in for our annual Lighting of the Trees Ceremony. Well the event is only a few months out! Please see the services we need below and let me know if you have any questions.

Production services for lighting of the trees in downtown Fairhope on November 17, 2022.

Includes:

Stage

Around 40' x 36' x 5' stage with 2 sets of steps, black skirting, and hand rails on all edges

De La Mare Stage

Around 32' x 40' x 4' stage with 2 sets of steps, black skirting

Snow Machines

8 x Snow machines, flown from traffic light posts (Coordinate with Electric Department setup on Wednesday November 17, 2021)

Lighting

Lighting towers with moving light fixtures and vertical trusses

Audio

4 x Powered loudspeakers with microphones for orchestra and choir

Stage build supervisor, audio engineer, lighting engineer

Price should include all necessary labor and technical staff. Please contact me with any questions.

Thank You,



Paige Crawford
Director of Community Affairs
Phone: 251-929-1466
Email: Paige.Crawford@Fairhopeal.gov
PO Box 429
Fairhope, AL 36533
www.Fairhopeal.gov