

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

WEDNESDAY, 21 DECEMBER 2022 - 3:30 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 12 December 2022 Regular City Council Meeting and the minutes of 12 December 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; and Repeal and Replace Ordinance No. 1375.
 - Request of Live Oak Properties, LLC to rezone property from Planned Unit Development (PUD) to R-1 Low Density Single Family. The property is approximately 3.79 acres and is located on the east side of Main Street, south of Parker Road. PPIN Number: 11947.
6. **Public Hearing** – Ordinance – Amend Zoning Ordinance No. 1253
 - Request to establish initial zoning of June Nelson Long’s property to B-2 General Business District, concurrent with conditional annexation into the City of Fairhope. The property is approximately 1.7 acres and is located on the northeast corner of Greeno Road and Old Battles Road. PPIN Number: 26270.
7. Resolution – That the City of Fairhope, Alabama enters into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for Sidewalks along Fairwood Boulevard from Fairhope Avenue to Bayou Drive and from Patlynn Drive to Jan Drive and along Blue Island Street from Fairhope Avenue to Gayfer Avenue; Project# TAPAA-TA23(92); CPMS Ref# 100075869.
8. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute a contract with Fulgham’s Inc. for Urban Forestry Consultant for the undeveloped 108 acres known as the “Triangle Property” at the North Gateway to the City; (RFQ No. PS021-22) with a not-to-exceed amount of \$42,000.00.
9. Resolution – To Award (Bid No. 23-007-2023-PW-009) Construction of Pickleball Courts for Quail Creek Golf Course to American Tennis Courts, Inc. with a total bid proposal budgeted not-to-exceed amount of \$114,519.00.
10. Resolution – To Award (Bid No. 23-010-2023-PW-008F) New Volanta Baseball Field Fencing for the Volanta Park Baseball Project to Cooper Fence Company, LLC with a total bid proposal budgeted not-to-exceed amount of \$75,950.00.
11. Resolution – To Award (Bid No. 23-008) Annual Contract for Fire Extinguisher Inspection Services to Fire and Safety Commodities, Inc. with a total bid proposal budgeted not-to-exceed \$17,000.00.

12. Resolution - That the City of Fairhope approves the procurement of the Annual Renewal of Firewall Support/Subscriptions for the IT Department; purchased through Omnia Partners Public Sector (Contract Number #2018011-02) to SHI International Corp., and therefore does not have to be let out to bid. Renewal budgeted at \$35,500.00, price increased \$15,077.16, for a total cost not-to-exceed \$50,577.16.
13. Resolution - That the City of Fairhope approves the procurement for the conversion of Munis from on premises services to SaaS (Software as a Service) for the IT Department from Tyler Technologies as Sole Source Provider in the State of Alabama; exempt from formal bid pursuant to the Code of Alabama 1975, Section 41-16-51(13). Recurring fees for SaaS will be \$104,640.00 a year for three (3) years, plus one-time fees of \$4,000.00, (FY2023-\$108,640.00, FY2024-\$104,640.00, and FY2025-\$104,640.00) for a budgeted total cost not-to-exceed the amount of \$317,920.00.
14. Resolution – That the City Council, pursuant to Section 7.01 of the City of Fairhope Personnel Rules, Policies and Procedures grants December 23, 2022 (Christmas Eve Holiday) as a whole day for the fiscal year; and will be observed by all City personnel. Emergency and on-call employees will report to work as needed.
15. Resolution – That the City Council approves the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to reclassify the Special Projects & Grants Manager (Grade 14S) in the Administration Department to a Grants Coordinator (Grade 10S) in the Treasury Department; and approves the Grants Coordinator Job Description.
16. Resolution – That the City Council approves the selection of TischlerBise, Inc. to perform Professional Financial Consulting Services to Study Update of Impact Fees for the City of Fairhope (RFQ PS23-10); and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council.
17. Application for Restaurant Liquor License by Christopher Cullen, El Barrio Fairhope, LLC d/b/a Nini Squares, located at 451 Magnolia Avenue, Fairhope, AL 36532.
18. Application for a Beer/Wine Off Premises License by Dustin Hewatt, MM CS Services, LLC d/b/a Deli Depot Food Mart **Store #684**, located at 355 South Greeno Road, Fairhope, AL 36532.
19. Application for a Beer/Wine Off Premises License by Dustin Hewatt, MM CS Services, LLC d/b/a Bay Shores Shortstop **Store #687**, located at 17026 U. S. Highway 181, Fairhope, AL 36532.
20. Application for a Beer/Wine Off Premises License by Dustin Hewatt, MM CS Services, LLC d/b/a Bay Shores Market **Store #689**, located at 9990 Fairhope Avenue, Fairhope, AL 36532.
21. Request – Willie Williams, President of Baldwin County Martin Luther King, Jr. Celebration Committee, Inc. – Requesting permission for a Parade/March beginning at 10:30 a.m. on January 16, 2023 for the Celebration of Dr. Reverend Martin Luther King, Jr. Birthday; to close the streets; use of the Fairhope Civic Center for program after the March; and use of the Rotary Youth Club after the program for children fun play area until 4:00 p.m.
22. Public Participation – (3 minutes maximum)

23. Adjourn

**Next Regular Meeting – Monday, January 9, 2023 at 6:00 p.m.
in Council Chambers**

STATE OF ALABAMA)(
 :
COUNTY OF BALDWIN)(

The City Council met in a Work Session
at 4:30 p.m., Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
on Monday, 12 December 2022.

Present were Council President Jay Robinson, Councilmembers: Jack Burrell, Corey Martin, Jimmy Conyers (arrived at 4:47 p.m.), Mayor Sherry Sullivan, City Attorney Marcus E. McDowell, and City Clerk Lisa A. Hanks. Councilmember Kevin Boone was absent.

Council President Jay Robinson called the meeting to order at 4:30 p.m.

The following topics were discussed:

- The first item on the agenda was the Fairhope Public Schools Commission update by Amy Foley. She told the City Council their goal for Fairhope Schools is to be ranked in the “Top 5.” (See attached handout) Ms. Foley said the Fairhope Middle School is ranked number 6. Councilmember Burrell questioned whether the ACT figures were scores or percentages. Council President Robinson commented he was glad to see improvement. Councilmember Martin explained why the Fairhope Public Schools Commission put this together for the presentation. Ms. Foley stated she tried to simplify the update for their presentation. Councilmember Burrell said the goals have switched from the “Top 10” to the “Top 5.”
- The Update on Water Line was next on the agenda. Caleb Leach and Mark Smith with Krebs addressed the City Council and presented a Power Point Presentation named “Water System Planning.” (See attached Power Point Presentation) Councilmember Burrell questioned multiple wells on site and aquifers. Mr. Leach replied this will be the largest treatment plant for the City and has room for expansion. Councilmember Martin questioned how many models, when done, and what time. Mr. Leach replied there will be different demands and different models, i.e., peak times during the summer. Councilmember Burrell asked if water was tied to efficiencies not just growth. Councilmember Martin asked if we should look forward if we did not have enough water. Mr. Smith replied we should plan for the worse case scenario and budget for same. PFAS concerns were discussed along with EPA regulations.

Council President Robinson briefly went through the Agenda Items and who would explain if needed.

Monday, 12 December 2022

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- City Treasurer Kim Creech addressed the City Council and gave an update on interest for the Operating Account (2.65%) and the Reserve Account (3.25%).
- Community Affairs Director Paige Crawford addressed the City Council and thanked them for the Christmas Luncheon. She mentioned the Movie in the Street will be “Grinch;” the movie in the stadium on Friday; and the Arts Alley Project update.
- Human Resources Director Cory Pierce addressed the City Council and gave an update on the Biometric Screening.
- Electric Superintendent Conrad Havranek addressed the City Council regarding Agenda Item No. 13; and answered any questions if needed.
- Public Works Director Richard Johnson addressed the City Council regarding Arts Alley Project; intersection at Gayfer Avenue and U.S. 98; TAP Grant for sidewalks. He explained Agenda Item No. 14; and said Agenda Item No. 15 is being pulled. Mr. Johnson answered any questions if needed.
- Gas Superintendent Jeremy Little addressed the City Council and announced that the Public Services Commission awarded the Fairhope Gas Department as the “Gas System of the Year” for all of the upgrades and work that has been done in the City. He explained Agenda Item No. 16 and the problems with getting the truck; and answered any questions if needed. Councilmember Burrell asked who we could file a complaint with regarding this issue.
- Mayor Sherry Sullivan addressed the City Council regarding Agenda Item No. 12; and answered any questions if needed.
- City Attorney Marcus McDowell addressed the City Council regarding Agenda Item No. 10; and answered any questions if needed.
- Planning Director Hunter Simmons addressed the City Council regarding Agenda Items No. 5 through No. 7, and No. 9; and answered any questions if needed.

Council President Robinson stated we will be taking a 10 minute recess; and then start the City Council Meeting. There being no further business to come before the City Council, the meeting was duly adjourned at 6:04 p.m.

Jay Robinson, Council President

Lisa A. Hanks, MMC
City Clerk

Fairhope and Newton Schools 2020-2021 & 2021-2022

Overall ACAP Proficiency Percentages	
2020-2021 ELA	71%
2021-2022 ELA	75%
2020-2021 Math	52%
2021-2022 Math	59%
2020-2021 Science	50%
2021-2022 Science	62%

ACAP Proficiency Percentages by Grade Level			
	Elementary	Baldwin	Alabama
2021-2022 2nd ELA	74%	66%	49%
2021-2022 3rd ELA	77%	65%	47%
2021-2022 4th ELA	72%	64%	53%
2021-2022 5th ELA	73%	57%	47%
2021-2022 6th ELA	77%	60%	48%
2021-2022 2nd Math	63%	55%	45%
2021-2022 3rd Math	67%	46%	39%
2021-2022 4th Math	44%	41%	31%
2021-2022 5th Math	55%	37%	31%
2021-2022 6th Math	64%	40%	29%
2021-2022 4th Science	56%	53%	39%
2021-2022 6th Science	56%	38%	28%

ACAP Percentages Students Reading Below Grade Level	
2021-2022 2nd Reading	11%
2021-2022 3rd Reading	11%

Total Students Served by a Reading Tutor	592
Total Students Served by a Math Tutor	321
Total Student Receiving Free/Reduced Lunches	30%

Personnel Funded 22-23	
Part-time Instructors	23
Paraprofessionals	5
Curriculum Coaches-Certified ex. STEAM, Math, Reading, Counselor	7

Additional Programs Funded for the Past 3 Years:
Math Instructional Materials
Reading Instructional Materials
Behavior Instructional Materials
Professional Development
Technology Instructional Programs
STEAM Instructional Materials

Proficiency Percentages		FMS is ranked 6th in State	
	FMS	County	Alabama
2020-21 7th ELA	72%		
2021-2022 7th ELA	81%	55%	44%
2020-21 8th ELA	73%		
2021-2022 8th ELA	81%	60%	54%
2020-21 7th Math	49%		
2021-2022 7th Math	53%	29%	18%
2020-21 8th Math	58%		
2021-2022 8th Math	63%	29%	19%
2020-21 8th Science	69%		
2021-2022 8th Science	72%	53%	41%

Additional Programs from funding:

FMS is focused on black male students academic progress

ACT Averages	Ranked 10th in state		
	FHS	County	Alabama
2021 English	19.7	17.9	16.3
2022 English	19.9	18	16.6
2021 Math	19.2	17.9	16.9
2022 Math	19.4	18.1	16.9
2021 Reading	20.1	18.6	17.5
2022 Reading	20.3	18.8	17.7
2021 Science	19.8	18.6	17.5
2022 Science	20.5	18.8	17.6
Composite 2021	19.9	18.4	17.2
Composite 2022	20.1	18.6	17.3

AP Students with scores

AP School Summary	2021	2022
Total AP Student	272	318
Number of exams	437	544
AP Students with Scores 3+	180	219
Percentage of Total AP Students with 3+	66.18	68.87

Additional Programs from funding:

Agroscience Program

Funded Engineering For STEM

Social Worker (addressing mental health issues)

Supplemented ACT prep instruction with additional unit

Initially funded crisis program

Education training - work in conjunction with a preK classes on campus

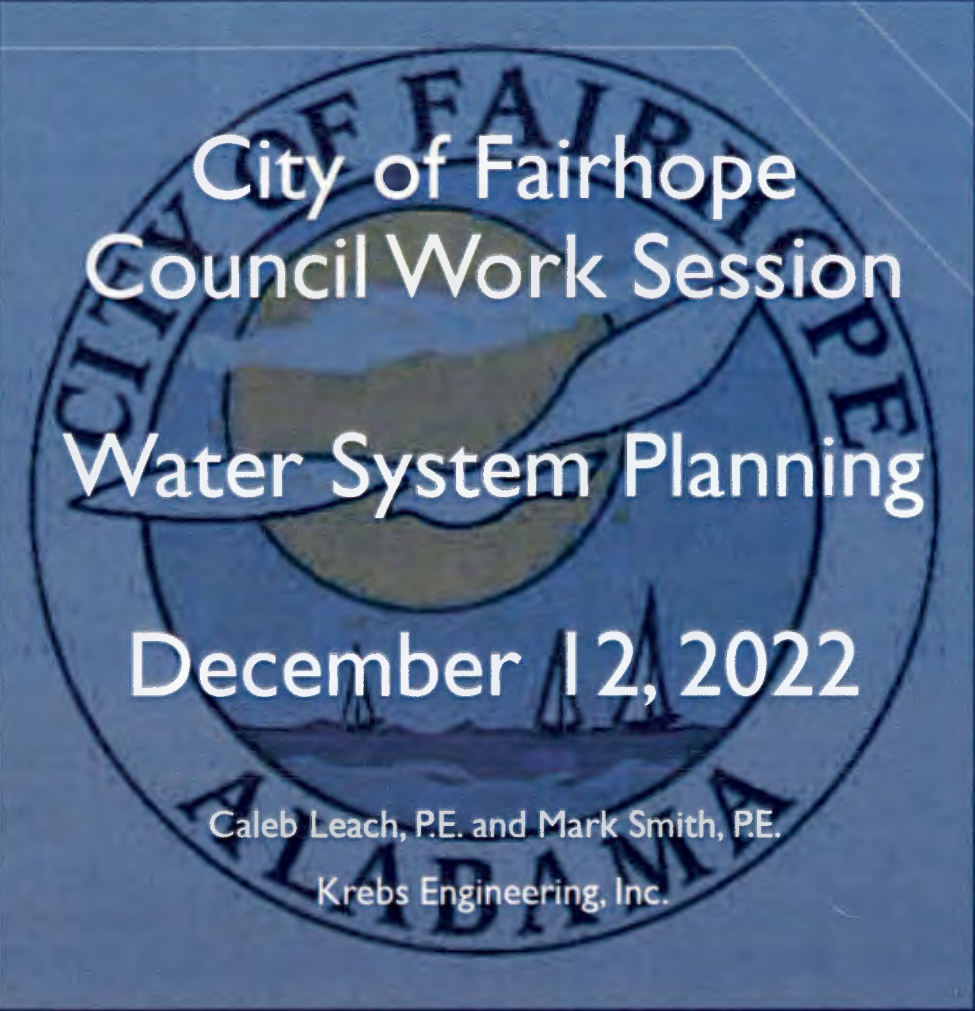
Piano Lab - partnership with FEEF

Black box - upkeep and improvements

Band - Aided with purchase of instruments

Supported construction for the special needs play ground

Implemented RTI 501 and testing coordinator position

The seal of the City of Fairhope, Alabama, is a circular emblem. It features a central sun rising over a body of water with several sailboats. The words "CITY OF FAIRHOPE" are written in a circular path around the top, and "ALABAMA" is written around the bottom. The seal is rendered in a light blue color against a darker blue background.

City of Fairhope Council Work Session Water System Planning December 12, 2022

Caleb Leach, P.E. and Mark Smith, P.E.
Krebs Engineering, Inc.



OVERVIEW OF TODAY'S DISCUSSION

- ABOUT KREBS ENGINEERING
- OVERVIEW OF EXISTING WATER SYSTEM
- UPDATE ON WATER SYSTEM IMPROVEMENTS
- WHY IS WATER SUPPLY PLANNING IMPORTANT?
- TYPICAL WATER SUPPLY PLANNING PRACTICES
- HYDRAULIC MODELING
- HISTORICAL WATER DEMANDS
- PROJECTED WATER DEMANDS
- WHAT'S NEXT?

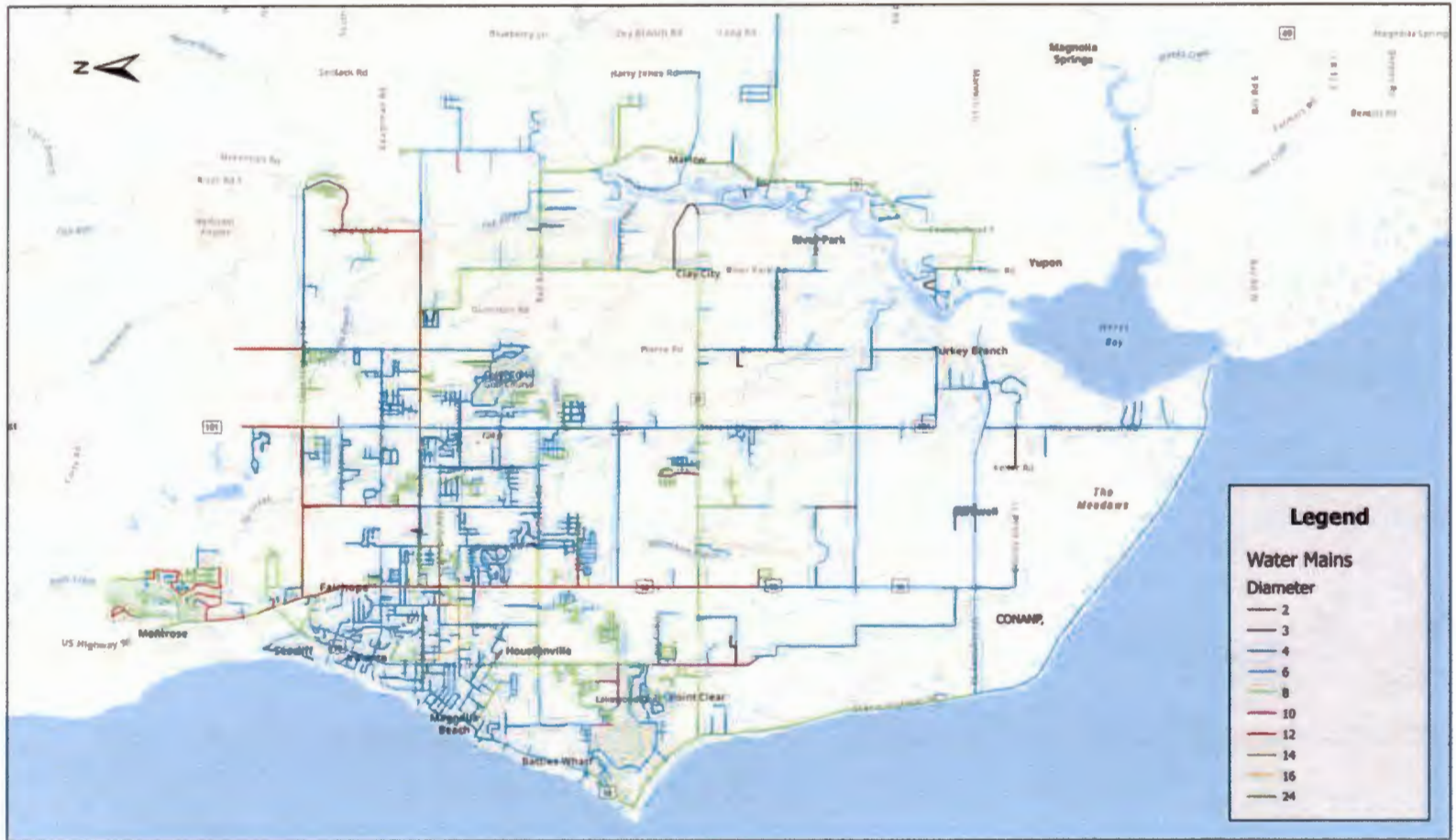


About **KREBS ENGINEERING**

- 96-Year-Old Alabama Engineering Firm; Founded in 1926
- Our Primary Focus is Water & Wastewater Engineering
- Our Client Relationships Average Over 30 Years in Length
- **100%** Employee Owned

OFFICE LOCATIONS

- Birmingham, AL
- Montgomery, AL
- Newnan, GA

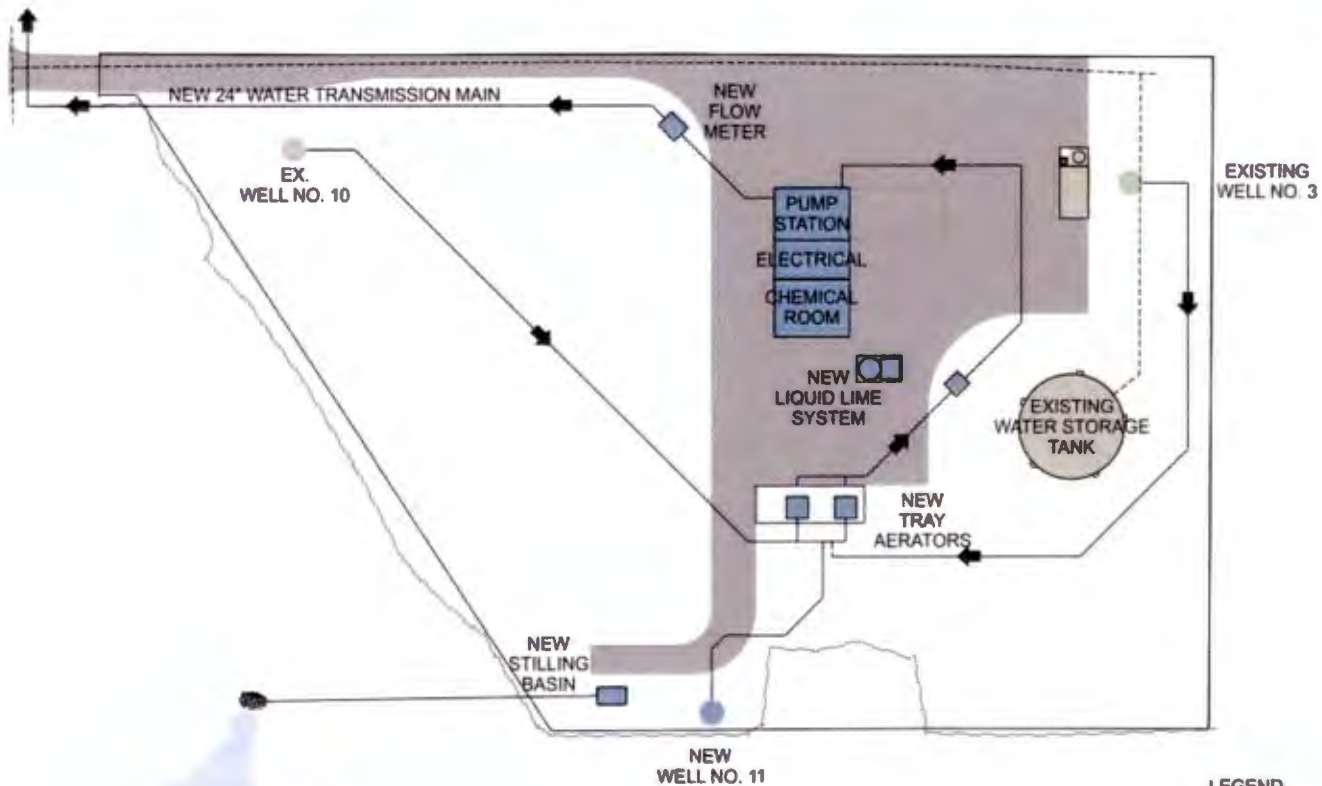


- Decentralized System
- 10 Water Supply Wells
Totaling a Raw Water
Capacity of 11 MGD
- 5 Treatment Facilities
- Total Treatment Capacity –
8.5 MGD
- Approximately 85% of
Water Distribution Piping is
8-inch Diameter or Smaller



**City of Fairhope
Water System Map**

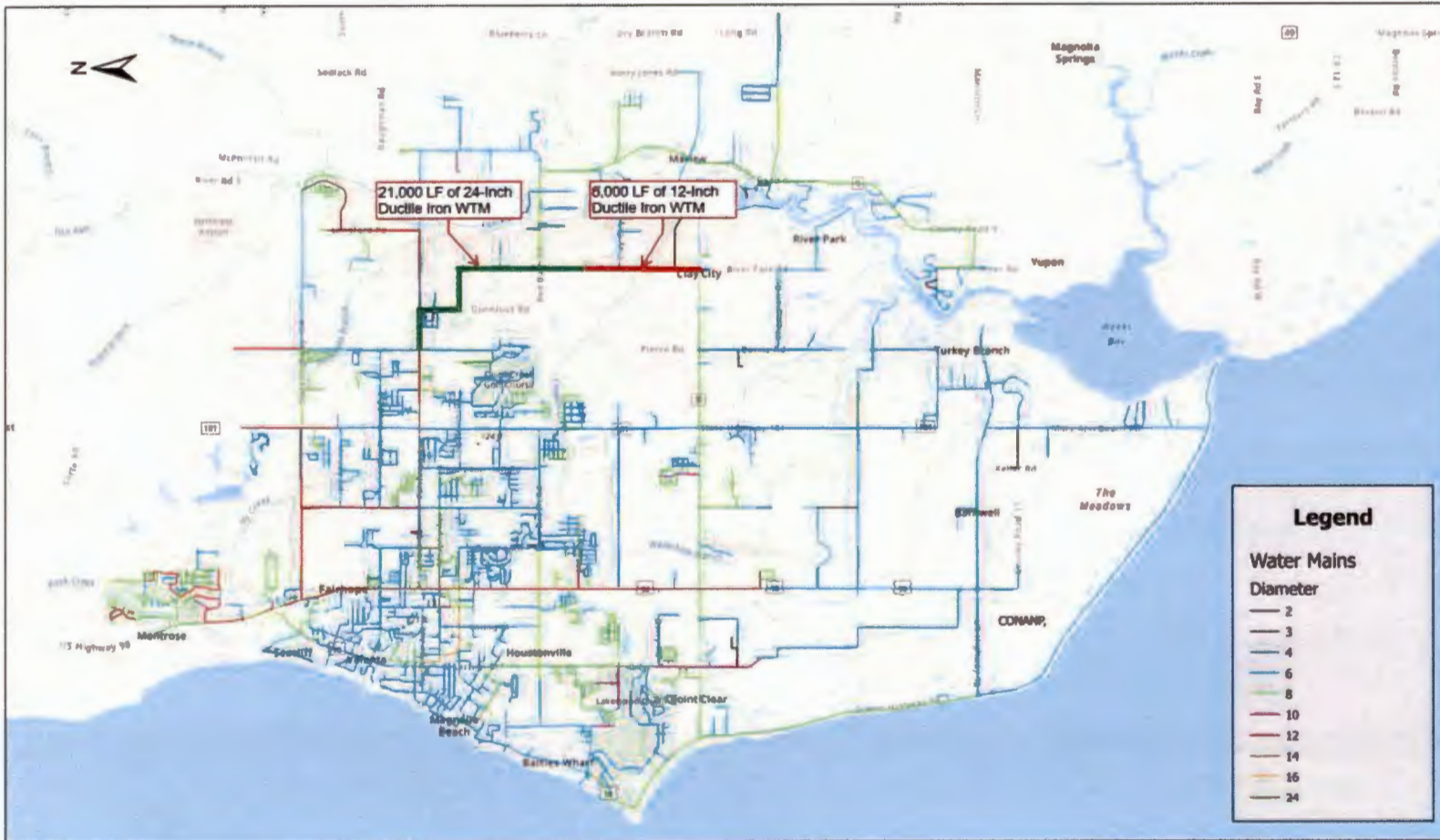




**CITY OF FAIRHOPE
WATER TREATMENT PLANT NO. 3
SITE PLAN**



- o Bid Awarded to The Creel Company, Inc.
- o Contracts are Executed and worked began on 12/5/2022
- o Total Contract Amount = \$7,589,893.00
- o Ex. Treatment Capacity – 1,050 GPM or 1.5 MGD
- o Treatment Capacity at Project Completion – 2,500 GPM or 3.6 MGD
- o Estimated Completion Date - Prior to Summer 2024
- o Total Future Buildout Capacity – 6 MGD



24-Inch Water Transmission Main

- Bid Awarded to Hemphill Construction Company, Inc.
- Contracts are Pending Execution
- Contract Amount = \$6,452,960.00
- Estimated Completion Data - Prior to Summer 2024

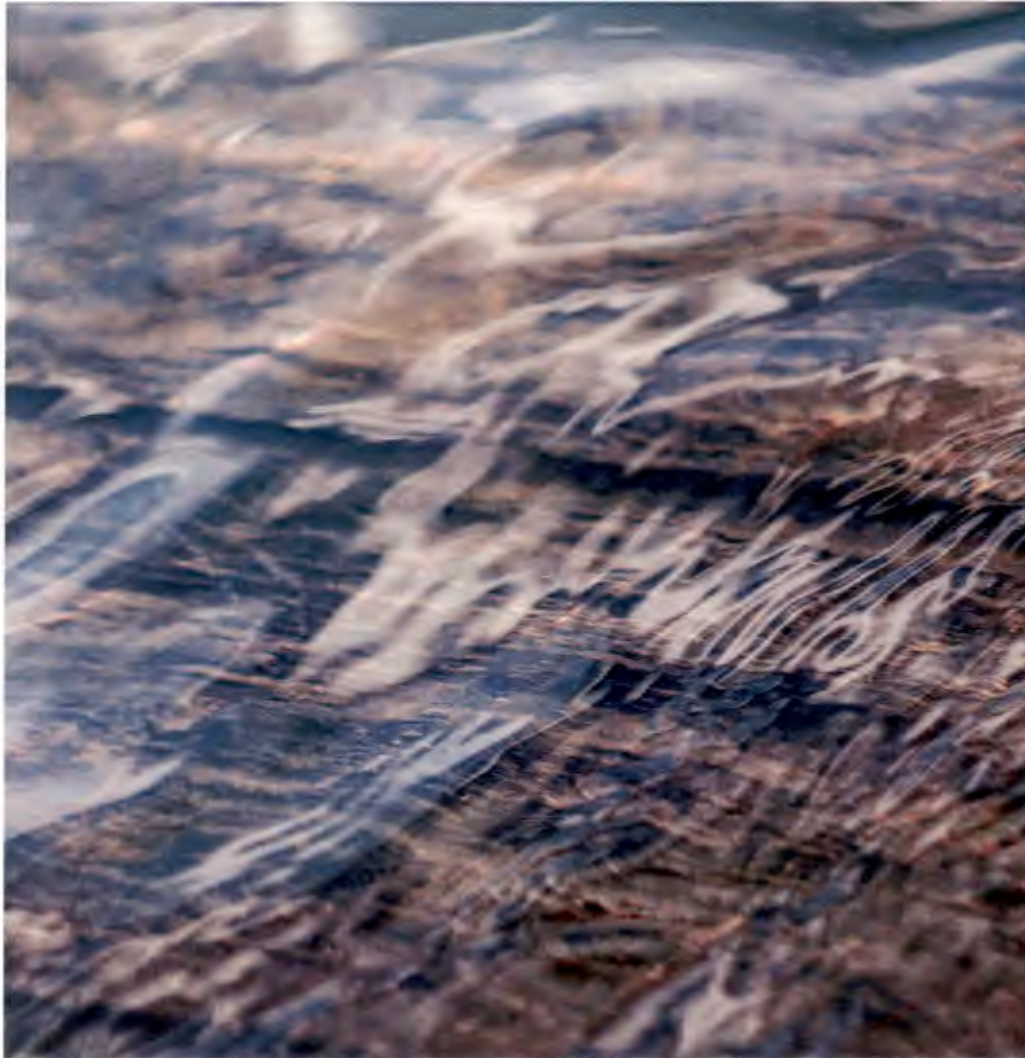
12-Inch Water Transmission Main

- Project is in Design
- Estimated Project Cost – \$900,000



City of Fairhope Water System Map





WHY IS WATER SUPPLY PLANNING IMPORTANT?

- Ensures that Fairhope has the Water Supply it Needs
- Enables the City to Identify and Prioritize Water Supply Improvements
- Enables the City to Budget for Water Supply Improvements
- Improves Water System Reliability and Redundancy
- Required for Funding and ADEM Approval

TYPICAL WATER SUPPLY PLANNING PRACTICES

- Review Historical Population & Water Usage Data
- Evaluate Water Demand Growth & Population Growth
- Identify Areas of Future Development
- Develop a Water Conservation Plan and Monitor Water Loss
- Develop a Hydraulic Model
- Identify Water System Improvements Needed for Different Planning Horizons
 - Short-Term (0 - 5 Years)
 - Intermediate-Term (5 - 10 Years)
 - Long-Term (Minimum 20 Years – Some States Require 50 Years)
- Develop a Water Supply Master Plan Report to Summarize the Findings

WHAT IS HYDRAULIC MODELING AND HOW WILL IT HELP FAIRHOPE?

- Evaluate the City's Ability to Provide Fire Flow
- Evaluate the Ability to Provide Adequate Water Pressure
- Troubleshoot Low-Pressure Complaints
- Perform Water Quality Analysis
- Evaluate Impacts from Pending and Proposed Developments, and Growth
- Identify Improvements Needed for Developments/Growth
- Evaluate Future Wells and Other Sources of Supply
- Useful Tool when Sizing and Locating Pipelines and Storage Tanks

EXAMPLE OF RECOMMENDATIONS FOR DEVELOPMENT



Re: Cleft Farms Development Hydraulic Analysis
Contract No. 17012

Dear Jason:


As requested, Krebs has completed the analysis of the potential impacts on the water distribution system from the Cleft Farms development. It is our understanding that the development will generally be located north of Highway 72 between Wall Triana Highway and Balch Road. Furthermore, it will consist of 350,000 sq-ft of commercial space, 1,150 dense residential dwellings, and 100 residential estate sized lots. Krebs reviewed these development usages and determined that an approximate 700 gpm total demand would account for both domestic and irrigation for the complete build out of the development. The demand assumptions were based on industry standards. The flows were split 54 percent domestic and 46 percent irrigation. This is based on historical meter data provided by Madison Utilities. The following summarizes the improvements/operational changes required to serve this new development.

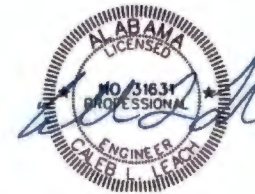
1. It is recommended the new development connect to the existing 12-inch water main along Highway 72 in two locations to loop the feed.
2. PRV-9 (far northern PRV on Hughes Road) is required to be put into service with an approximately pressure setting of 100 psi.
3. The Pump House Booster Pump Station would be required to pump approximately 800 gpm during a peak flow event and be available for use when the Keene Water Treatment Plant is not in service.

We sincerely appreciate the opportunity to serve Madison Utilities in this matter. If you have any questions, please do not hesitate to contact us.

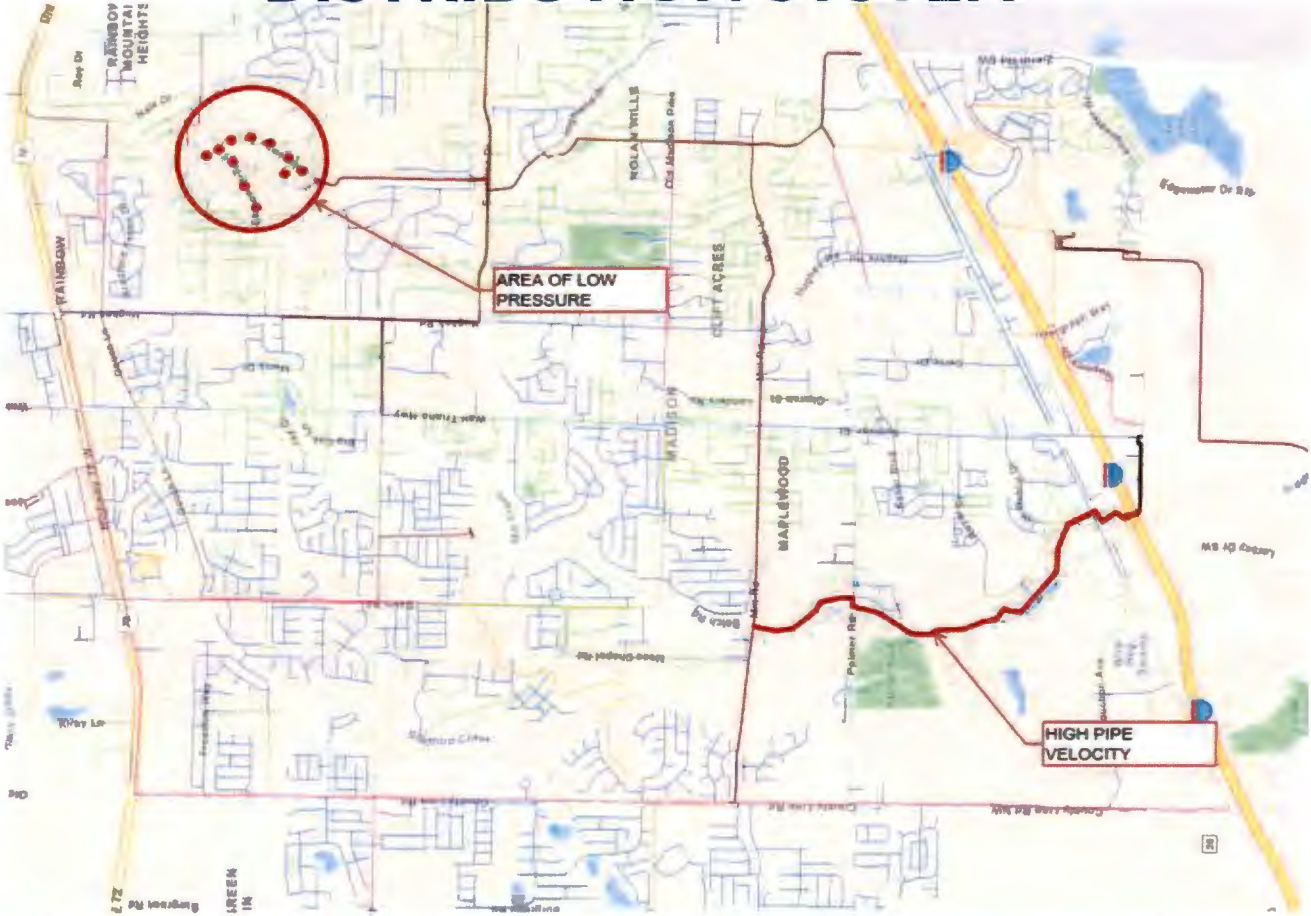
Sincerely yours,

Krebs Engineering, Inc.

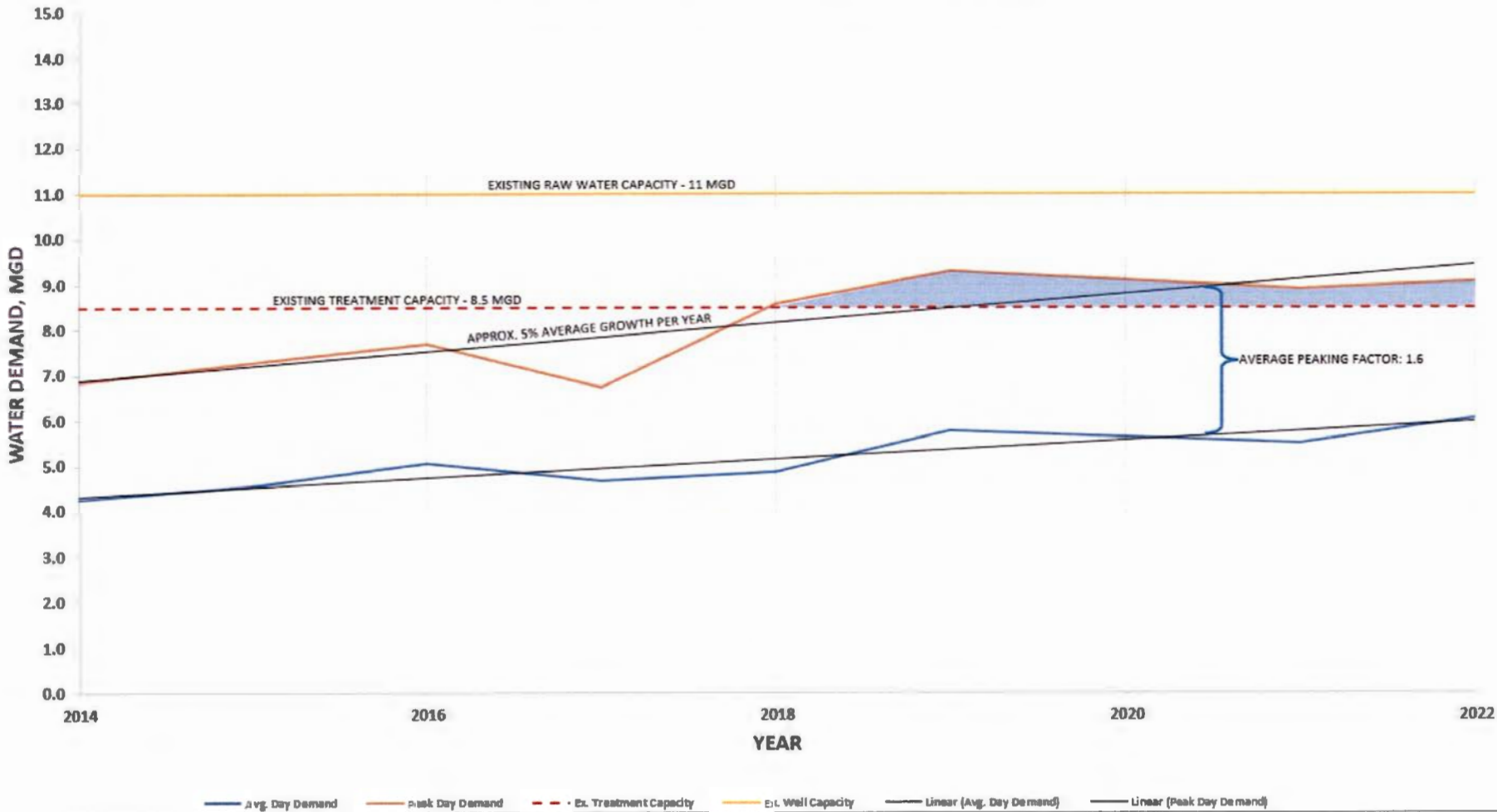
By 
Caleb L. Leach
Sr. Project Engineer



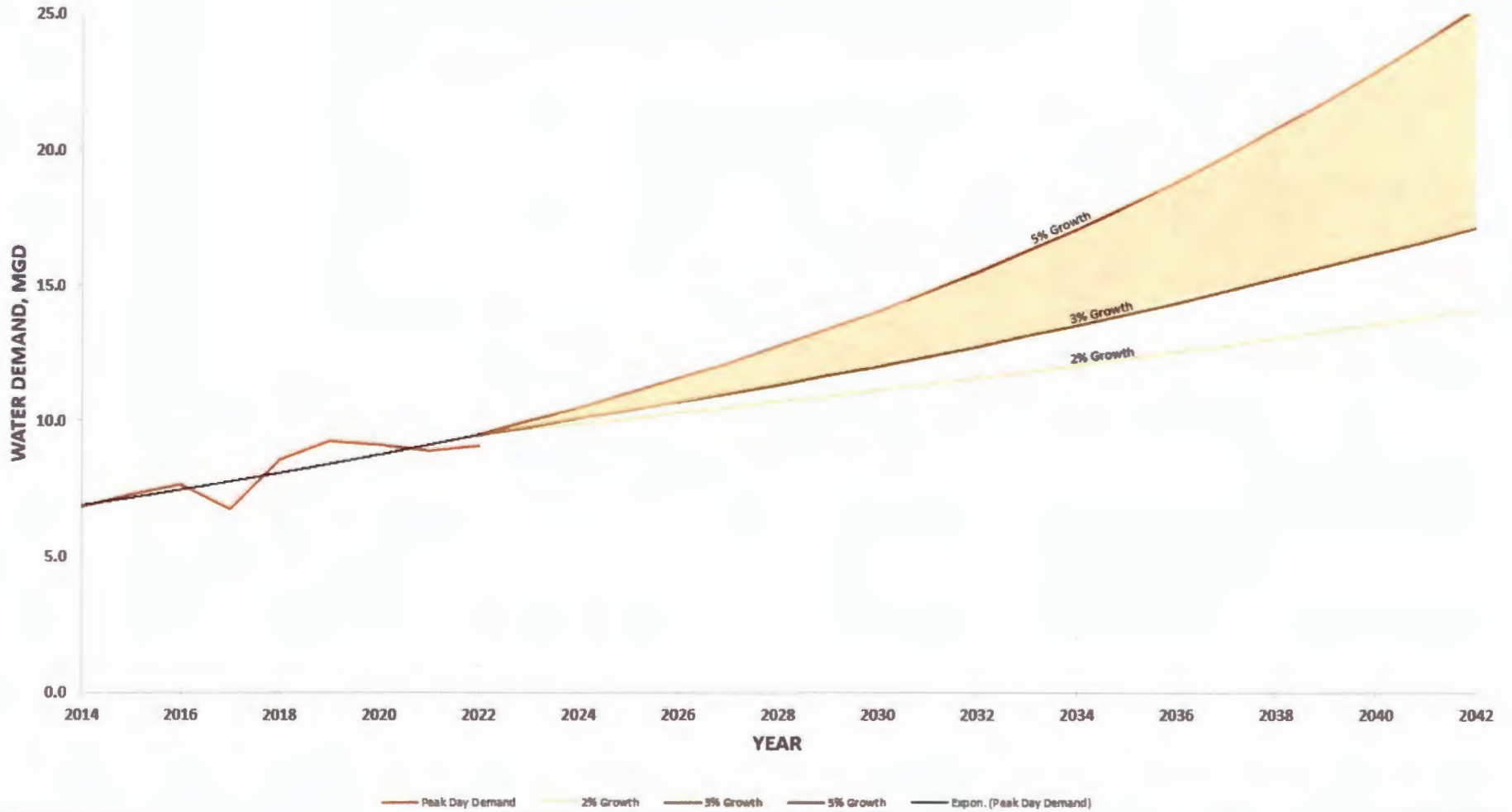
EXAMPLES OF IDENTIFYING ISSUES WITHIN DISTRIBUTION SYSTEM



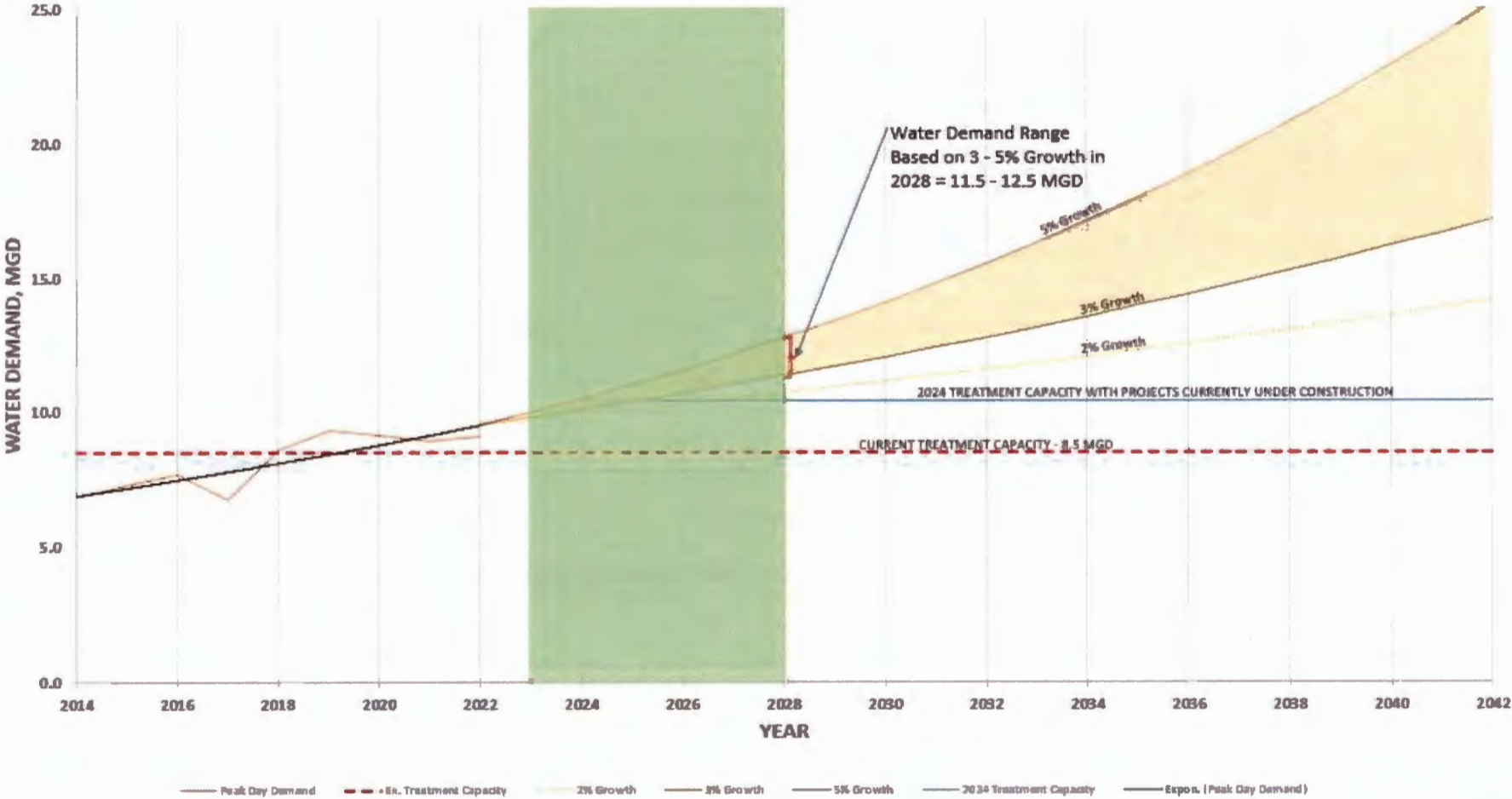
HISTORICAL WATER DEMANDS - FAIRHOPE, ALABAMA



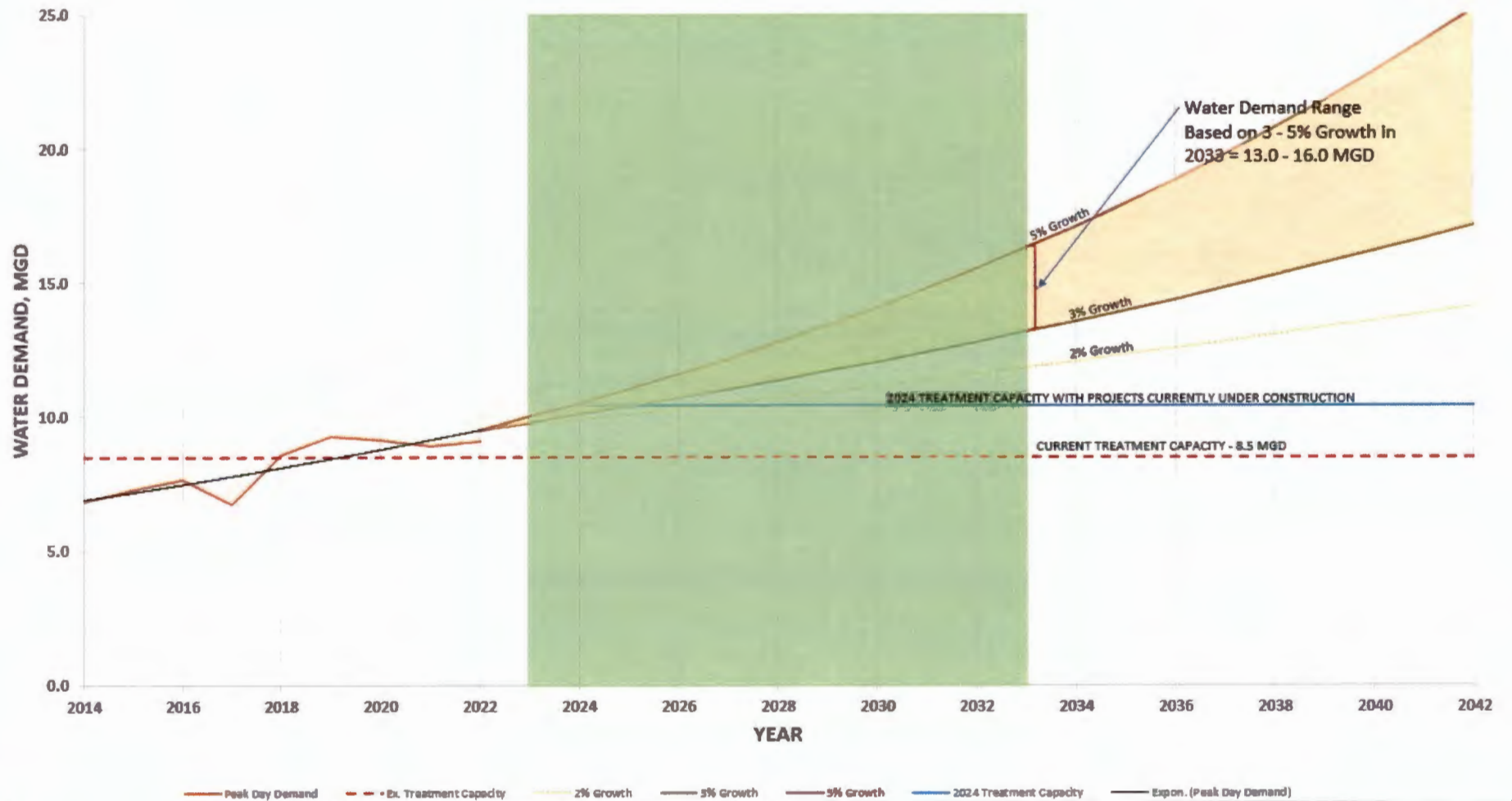
PROJECTED WATER DEMANDS - FAIRHOPE, ALABAMA



SHORT-TERM PLANNING - FAIRHOPE, ALABAMA



INTERMEDIATE-TERM PLANNING - FAIRHOPE, ALABAMA



WHAT'S NEXT?

Identify Short-Term Improvements Need in Next 5 Years

- Develop Additional Well at WTP No. 1
- Develop Additional Well at WTP No. 3
- Create a Hydraulic Model
- Use Model to Identify Required Piping Improvements
- Investigate Deeper Aquifer at Well No. 4 (PFAS Concerns)

Identify Improvements Needed in Next 5-10 Years

- Perform a Water Supply Study to Identify and Prioritize Water System Improvements Projects
- Summarize in a Water Supply Master Plan Report
- Develop a Rate Study to Ensure Sufficient Funding

QUESTIONS?

KREBSENG.COM

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)(

The City Council, City of Fairhope, met in regular session at 6:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 12 December 2022.

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

There being a quorum present, Council President Robinson called the meeting to order. The invocation was given by Pastor Rick Malugani of Fairhope Christian Church and the Pledge of Allegiance was recited.

Council President Robinson announced that Agenda Item Number 15 has been pulled from the agenda.

Councilmember Martin moved to approve minutes of the 28 November 2022, regular meeting; and minutes of the 28 November 2022, work session. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Mayor Sullivan addressed the City Council and thanked the churches for hosting the Live Nativity. She commended the Gas Department for the Public Service Commission naming them “Gas System of the Year.” Mayor Sullivan said that she was told our employees were transparent and honest.

Mayor Sullivan recognized Diane Thomas for her 12 years of service on the Personnel Board; and thanked her for all of the work she did for the City while on this Board. Ms. Thomas addressed the City Council and stated this was the best volunteer job she ever had. She mentioned the following five major accomplishments achieved during those 12 years:

- 1) In 2012 completed the City’s first Compensation and Job Classification Plan. She thanked City Clerk Lisa Hanks and Lorenzo Thomas for their help with this project.
- 2) Disciplinary Hearing Process
- 3) Zero Tolerance Drug Policy
- 4) Safety Procedures Manual and hiring a Safety Coordinator
- 5) Adequately staffed Human Resources Department

Ms. Thomas said you have a strong Personnel Board. She introduced Genie Frazer to the City Council and told them Ms. Frazer will be the new Chair for the Board. Ms. Thomas mentioned the rest of the Personnel Board and their qualifications: Jake O’Neil, Rob Stankoski, Terry Ullrich, and Tyler Garner. She stated that Kevin Boone was the best Council Liaison for the Personnel Board.

12 December 2022

Mayor Sullivan recognized Bob Mull for his 16 plus years of service as a James P. Nix Center Volunteer. She said he was over approximately 40 to 50 senior golfers from the Nix Center. Mr. Mull said he enjoyed volunteering for the City and thanked them.

Councilmember Burrell commended the Gas Department for being named the Gas System of the Year. He also thanked all of the City's employees; and said the luncheon on Friday was great. Councilmember Burrell told everyone to be safe through the Holidays.

Councilmember Martin told everyone Merry Christmas.

Councilmember Martin moved for final adoption of Ordinance No. 1764, an ordinance to amend Zoning Ordinance No. 1253; and to amend Ordinance No. 1664 and 1708, known as the **Klump PUD** with Staff's recommendations. The property of Gayfer Village Partners, Inc. is approximately 75.85 acres and is generally located on the west side of State Highway 181 between Gayfer Road Ext. and Fairhope Avenue in Fairhope, Alabama. PPIN Numbers: 24160, 316793, 236701. (Introduced at the November 28, 2022 City Council Meeting) Seconded by Councilmember Conyers, motion for final adoption passed by the following voice votes: AYE – Burrell, Martin, Conyers, and Robinson. NAY - None.

Councilmember Conyers moved for final adoption of Ordinance No. 1765, an ordinance to amend Zoning Ordinance No. 1253 and to zone of **RW Battles, LLC** property to B-2 General Business District, concurrent with conditional annexation into the City of Fairhope. The property is approximately 21.18 acres and is located on the northwest corner of Greeno Road and Old Battles Road. PPIN Numbers: 17515, 391379, 391372, 391373, 391374, 391375, 391376. (Introduced at the November 28, 2022 City Council Meeting) Seconded by Councilmember Martin, motion for final adoption passed by the following voice votes: AYE – Burrell, Martin, Conyers, and Robinson. NAY - None.

Councilmember Conyers moved for final adoption of Ordinance No. 1766, an ordinance discontinuing the issuance of Building Permits outside of the Corporate Limits within the Police Jurisdiction and Repealing Ordinance No. 1129 regarding the issuance of Building Permits within the Police Jurisdiction of the City of Fairhope, Section 7-16 of the City of Fairhope Code of Ordinances. (Introduced at the November 28, 2022 City Council Meeting) The motion was seconded by Councilmember Burrell who then questioned if anyone would rush to get projects done if approved. Planning Director Hunter Smith mentioned the moratorium and length of time the process is for projects. Mayor Sullivan commented this does affect the Police Jurisdiction. After further discussion, motion for final adoption passed by the following voice votes: AYE – Burrell, Martin, Conyers, and Robinson. NAY - None.

12 December 2022

Councilmember Martin moved to approve the 2023 Regular City Council Meetings. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Planning Director Hunter Simmons addressed the City Council to explain the Site Plan Review of property owned by FST Robert N Graham LLC. Located on the southeast corner of Fairhope Avenue and U.S. Highway 98, Fairhope, Alabama for a proposed Starbucks. The subject property is zoned B-2, General Business District, and is approximately 0.7 acres. PPIN Number: 64946. (Planning Commission unanimously voted to recommend City Council approve SR 22.03).

Councilmember Martin moved to approve the Site Plan property owned by FST Robert N Graham LLC listed above with Staff's conditions and an additional condition: 5. Add a planting island on the south end of the exit drive to deter incoming traffic (from Greeno Rd.).

- 1) A Shared Parking Agreement shall be executed prior to issuance of the building permit.
- 2) Tree removal permit and fees shall be provided at the time of building permit.
- 3) A sign plan shall be submitted via Citizen Serve to Code Enforcement for review and approval.
- 4) Electric services shall be coordinated at the time of permitting with aid-to-construction costs and applicable easements. Final plans for all utilities and any associated aid to construction costs shall be approved by the respective Supervisor prior to submittal of a building permit.

Final plan may be approved by staff. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby approves and authorizes the City of Fairhope to execute a Memorandum of Understanding between the City of Fairhope, the City of Spanish Fort, and the Coastal Alabama Community College for the purpose of receiving and extending services in the form of a unified Special Response Team (SRT) with related services and resources extended to one another when such assistance is requested. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

*

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12 December 2022

RESOLUTION NO. 4647-22

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council hereby approves and authorizes the City of Fairhope to execute a Memorandum of Understanding between the City of Fairhope, on behalf of its Police Department (“Fairhope PD”), the City of Spanish Fort, on behalf of its Police Department (“Spanish Fort PD”) and the Coastal Alabama Community College Police Department (the “Participating Agencies”) for the purpose of receiving and extending services in the form of a unified Special Response Team (SRT) with related services and resources extended to one another when such assistance is requested. The Team will consist of members from Participating Agencies.

ADOPTED ON THIS 12TH DAY OF DECEMBER, 2022

Jay Robinson, 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 to Repeal and Replace Resolution No. 4432-22 City Council approves and authorizes request by Mayor Sherry Sullivan for an additional one (1) year extension on the Maynard, Cooper & Gale, P.C. Engagement Letter Agreement executed on April 11, 2022 with a not-to-exceed amount of \$96,000.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4648-22

WHEREAS, on April 11, 2022 the City Council approved and authorized Mayor Sherry Sullivan to execute the Maynard, Cooper & Gale, P.C. Engagement Letter Agreement for the City of Fairhope. Engagement Letter Agreement was executed for a six (6) month period with a not-to-exceed amount of \$54,000.00 via Resolution No. 4432-22.

WHEREAS, the Mayor is desirous to extend this engagement for an additional year from October 2022 to September 2023 with a not-to-exceed amount of \$96,000.00 (retainer fee of \$8,000.00 per month).

12 December 2022

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby authorizes Mayor Sherry Sullivan to execute a one year extension of the Maynard, Cooper & Gale, P.C. Engagement Letter Agreement for the City of Fairhope. Engagement Letter with Maynard, Cooper & Gale, P.C. from October 2022 to September 2023 with a retainer fee of Eight Thousand Dollars (\$8,000.00) per month; and a not-to-exceed amount of \$96,000.00.

DULY ADOPTED THIS 12TH DAY OF DECEMBER, 2022

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute a Contract for Professional Engineering Services for Power Line Conversion along Magnolia Avenue between Bancroft Street and Church Street with Hi-Line Engineering (RFQ PS23-002) with a negotiated not-to-exceed budgeted amount of \$75,000.00. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 4649-22

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

That Mayor Sherry Sullivan is hereby authorized to execute a Contract for Professional Engineering Services for Power Line Conversion along Magnolia Avenue between Bancroft Street and Church Street with Hi-Line Engineering (RFQ PS23-002) with a negotiated not-to-exceed budgeted amount of \$75,000.00.

DULY ADOPTED THIS 12TH DAY OF DECEMBER, 2022

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

12 December 2022

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution to Award (Bid No. 23-004-2023-PWI-007) Metal Building 50 x 100 x 18 Truck Shed for the Electric Department to Southern Steel Structures with at total bid proposal budgeted not-to-exceed \$102,659.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4650-22

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. 23-004-2023-PWI-007) Metal Building 50 x 100 x 18 Truck Shed for the Electric 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
Metal Building (50x100x18) Truck Shed

[3] At the appointed time and place; after evaluating the bids with the required specifications, Southern Steel Structures is now awarded (Bid No. 23-004-2023-PWI-007) Metal Building (50x100x18) Truck Shed with a total bid proposal budgeted not-to-exceed \$102,659.00.

ADOPTED ON THIS 12TH DAY OF DECEMBER, 2022

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

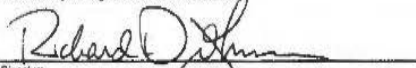
12 December 2022

City of Fairhope Bid Tabulation
Bid No. 23-004-2023-PWI-007 Metal Building - 50' x 100' x 18' Truc) Shed for City of Fairhope - Electric Utility
Opened November 17, 2022 at 10:00 A.M.

Vendor	Bid Documents Signed / Notarized (Y/N)	Vendor Compliance (Y/N)	Addendum 1 Acknowledged (Y/N)	Lump Sum Cost	Additive Alternative Total	Total
Covington Contracting, Inc.	Y	Y	Y	\$122,580.00	\$42,957.00	\$165,537.00
Tasecon	Y	Y	Y	\$113,053.00	\$44,953.00	\$158,006.00
Greer Building Contractors	Y	N	N	\$124,132.00	\$37,713.00	\$161,845.00
Southern Steel Structures	Y	Y	Y	\$90,744.00	\$11,915.00	\$102,659.00
BCM Moring Co., Inc.	N	N	Y	\$135,565.00	\$10,250.00	\$145,815.00
RE Johnson General Contractor	Y	Y	Y	\$121,809.00	\$11,225.00	\$133,025.00

Recommendation:

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



Signature
Richard Johnson, Public Works Director



Signature
Erin Wolfe, Purchasing Manager

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution to Award (Bid No. 23-006) to Install New Bay Doors at Fire Station 3 located at Fairhope Airport for the Fire Department to Bailey Door, Inc. with a total bid proposal budgeted not-to-exceed \$58,378.00. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

12 December 2022

RESOLUTION NO. 4651-22

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. 23-006) to Install New Bay Doors at Fire Station 3 located at Fairhope Airport for the Fire Department at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Bailey Door, Inc. \$58,378.00

[3] At the appointed time and place; after evaluating the bid with the required specifications, Bailey Door, Inc. is now awarded (Bid No. 23-006) to Install New Bay Doors at Fire Station 3 with a total bid proposal budgeted not-to-exceed \$58,378.00.

ADOPTED ON THIS 12TH DAY OF DECEMBER, 2022

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement of one (1) 2023 Ford F-250 Super Crew 4x4 Pickup or equivalent for the Gas 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 \$44,388.00. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

12 December 2022

RESOLUTION NO. 4652-22

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) 2023 Ford F-250 Super Crew 4x4 Pickup or equivalent for the Gas 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 \$44,388.00.

[2] The Gas Department originally ordered a 2022 F-250 Super Crew 4x4 Pickup in December 2021 for \$33,241.00. The 2022 truck will not be delivered. The 2023 truck will be \$11,147.00 over the budgeted amount from 2022.

ADOPTED ON THIS 12TH DAY OF DECEMBER, 2022

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Burrell moved to grant the request of Randal Wright, on behalf of the Friends of the Fairhope Public Library, Requesting permission to serve alcohol at its annual Chocolate and Champagne Gala 2023 on Saturday, February 4, 2023, from 6:30 p.m. to 9:00 p.m. in the Fairhope Public Library. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

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

- 1) Cornelius Woods, 210 Silo Loop, addressed the City Council regarding his neighbor. Mr. Woods stated he was an Army Veteran; and came to the City Council to make them aware of the noise from his neighbor's loud pipes on his vehicle. He said the HOA was not regulating the rules; and he tries to do the right thing always. Mr. Woods stated the car wakes up his family; and from his home the noise registers 78 decibels.

12 December 2022

He said the Police Department cannot address the Noise Ordinance due to not having decibel readers. Captain John Hamrick tried to explain the reason the Police Department did not replace the decibel readers. Council President Robinson asked City Attorney McDowell and Captain Hamrick to look at our Code of Ordinances and determine if any need to be revised or updated.

At the request of the City Attorney, Marcus E. McDowell, the City Council will rise from the meeting to go into Executive Session based on Section 36-25A-7(a)(3) to discuss pending and potential litigation. The approximate time to be in Executive Session is 35 minutes. Councilmember Conyers moved to go into Executive Session. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

Exited the dais at 7:19 p.m. Returned at 8:05 p.m.

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 8:06 p.m.

Jay Robinson, Council President

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. _____

**AN ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 1375
AND 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, the Planning Commission of the City of Fairhope, Alabama has forwarded a **favorable** recommendation,

The property of **Live Oak Properties, LLC**, is generally located on the east side of Main Street, just south of Parker Road in Fairhope, Alabama.

PPIN #: 11947

Legal Description: (Case number ZC 22.15)

FROM THE SOUTHEAST CORNER OF FORBES GRANT SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, RUN THENCE NORTH 14 DEGREES 27MINUTES 26 SECONDS WEST, 349.89 FEET; THENCE RUN SOUTH 75 DEGREES 41 MINUTES 02 SECONDS WEST, 773.72 FEET TO THE NORTHEAST CORNER OF LOT 4 CHARBON WOODS SUBDIVISIONL THENCE RUN SOUTH 76 DEGREES 00 MINUTES WEST, ALONG THE NORTH SIDE OF SAID SUBDIVISION, 108.18 FEET TO A CRIMP TOP IRON PIPE FOR THE POINT-OF BEGINNING: THENCE CONTINUE SOUTH 76 DEGREES 00 MINUTES WEST, ALONG THE NORTH SIDE OF SAID SUBDIVISION, 491. 17 FEET TO AN IRON PIPE ON THE EAST RIGHT-OF WAY LINE OF SCENIC HIGHWAY NO. 98; THENCE RUN NORTHWARDLY ALONG A CURVE TO THE RIGHT, 253 FEET, MORE OR LESS, (CHORD BEARS NORTH 01 DEGREES 55 MINUTES 38 SECONDS WEST 252.71 FEET) TO A POINT; THENCE RUN NORTH 00 DEGREES 13 MINUTES 18 SECONDS WEST, 75.64 FEET TO A CRIMP TOP IRON PIPE; THENCE RUN NORTH 35 DEGREES 07 MINUTES 10 SECONDS EAST, 77.66 FEET TO A CRIMP TOP IRON PIPE ON THE SOUTH RIGHT-OF-WAY OF PARKER ROAD; THENCE RUN NORTH 69 DEGREES 47 MINUTES 11 SECONDS EAST, 319.92 FEET TO A CRIMP TOP IRON PIPE; THENCE RUN SOUTH 20 DEGREES 07 MINUTES 14 SECONDS EAST, 408.37 FEET TO THE POINT-OF-BEGINNING. TRACT CONTAINS 3.79 ACRES, MORE OR LESS.

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

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

Ordinance No. _____

Page -2-

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

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

Adopted and approved this 12th day of December, 2022

By: _____
Jay Robinson, Council President

Attest:

By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 12th day of December, 2022

By: _____
Sherry Sullivan, Mayor



**Exhibit A: Live Oak Properties LLC
Rezoning from PUD to R-1, Low Density Single Family
(ZC 22.15)**



City of Fairhope City Council



December 21, 2022

Planning Commission unanimously (7 Ayes, 0 Nays) voted to recommend approval of ZC 22.15.

ZC 22.15 - Parker Road PUD



Project Name:

Parker Road PUD

Site Data:

3.79 acres

Project Type:

Rezoning to R-1

Jurisdiction:

Fairhope Planning Jurisdiction

Zoning District:

PUD

PPIN Number:

11947

General Location:

East side of Main St, south of Parker Rd

Surveyor of Record:

Dewberry

Engineer of Record:

Dewberry

Owner / Developer:

Live Oak Properties, 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: Live Oak Properties, LLC Phone Number: 251-278-4720
 Street Address: 561 Fairhope Ave, STE 201
 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: Cathy Barnette | Dewberry Phone Number: 251-929-9801
 Street Address: 25353 Friendship Rd
 City: Daphne State: AL Zip: 36526

Current Zoning of Property: PUD
 Proposed Zoning/Use of the Property: R-1 / residential
 Property Address: 7220 Parker Rd, Fairhope, AL 36532
 Parcel Number: 05-46-03-07-0-000-018.000
 Property Legal Description: See attachment
 Reason for Zoning Change: Market conditions support R-1 lots

- 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: No proposed improvements for single family lots, construction to start Spring 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.

Live Oak Properties, LLC
 Property Owner/Leaseholder Printed Name
09/27/2022
 Date

Signature
 Fairhope Single Tax Corp. (If Applicable)

LIVE OAK PROPERTIES, LLC
561 Fairhope Ave, STE 201
Fairhope, AL 36532

To whom it may concern,

DEWBERRY is hereby authorized as our agent to represent us before the City of Fairhope Planning Commission and City Council regarding the Parker Road PUD Modification.

Sincerely,



Signature 9/25/22

Date

Chris Haley

Print Name 9/25/22

Date

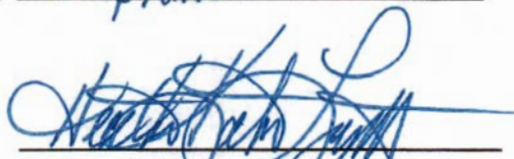
State of Alabama

County of Baldwin

Signed and affirmed before me on 26 by September

[SEAL]





Notary Public

My commission expires: _____

Summary of Request:

Applicant, Cathy Barnette with Dewberry, acting on behalf of the Owner, Live Oak Properties, LLC is requesting to rezone from a Planned Unit Development (PUD) to R-1 - Low Density Single-Family Residential District. The property is approximately 3.79 acres and is located on the east side of Main Street, south of Parker Road. The applicant no longer desires to develop the property due to the cost of development currently.

Comments:

The subject property is currently zoned a PUD Ordinance #1375 that has a corresponding site plan and ordinance that the property must be built in substantial conformance to. The PUD was approved January 12th, 2009. The full ordinance is provided in the packet, but in short it is a cul-de-sac development consisting of 8 lots with the smallest lot being 12,760 SF. Below are a few unique requirements of the PUD:

- Setbacks
 - o Front Setback – 15’
 - o Rear Setback – 20’
 - o Side Setback – 10’
 - o Front Garage Setback – 20’

- Landscape Buffers (natural and heavily wooded creating a dense buffer)
 - o Scenic Highway 98 – 30’
 - o Parker Road – 20’

- Building height – 35’ (measured from finished floor to peak of roof)

- Sidewalks internally were to be routed to have maximum tree preservation. Required adding the sidewalk along Parker Road.

Rezoning to R-1 if approved will essentially erase all the requirements of the PUD and any future development would have to conform to R-1 dimension standards and meet the requirements of the subdivision regulations.

Dimension District or use	Min. Lot Area/ Allowed Units Per Acre (UPA)	Min. Lot Width	Setbacks				Max. total lot coverage by all structures	Max. height
			Front	Rear	Side	Street side		
R-1	15,000 s.f./ -	100’	40’	35’	10’ ^b	20’	40%	30’ ^a

The applicant has included a lot layout that consists of 4 lots meeting the R-1 standards. A 4-lot subdivision in the future would be required to accomplish this. The rezoning does not create these lots.

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: Meets

(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.

(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 **approval** of ZC 22.15 Parker Place rezoning from **PUD to R-1**.

CERTIFICATE OF OWNERSHIP AND DEDICATION
 County of Madison
 City of Madison
 I, the undersigned, do hereby certify that the within plat is
 to be recorded, set out, and posted to be shown as follows: PARKER PLACE, a plat of 20 lots, 2 blocks, 2 streets, 2 sidewalks, 2 utility easements, and 2 other things herein
 contained in the plat of the same.

Record this _____ day of _____, 2011.

Name: _____
 Title: _____
 County of Madison
 City of Madison

CERTIFICATE BY NOTARY PUBLIC
 I, _____, a Notary Public in and for the County of Madison, in the State of Wisconsin, do hereby certify that the within plat is a true and correct copy of the original as the same appears on file in my office, and that the same is in conformity with the laws of this State in that behalf relating to the recording of such plats.

Witness my hand and the seal of my office this _____ day of _____, 2011.

Notary Public
 My Commission Expires _____

CERTIFICATE OF APPROVAL BY THE FAIRHOPE PLANNING COMMISSION
 This plat is approved by the Fairhope Planning Commission on _____ day of _____, 2011.

ENGINEER'S CERTIFICATE
 I, _____, a Licensed Professional Engineer in the State of Wisconsin, do hereby certify that I have examined the plat herein and find that the same is in conformity with the laws of this State in that behalf relating to the recording of such plats, and that the same is a true and correct copy of the original as the same appears on file in my office.

Record this _____ day of _____, 2011.

Professional Engineer
 My Commission Expires _____

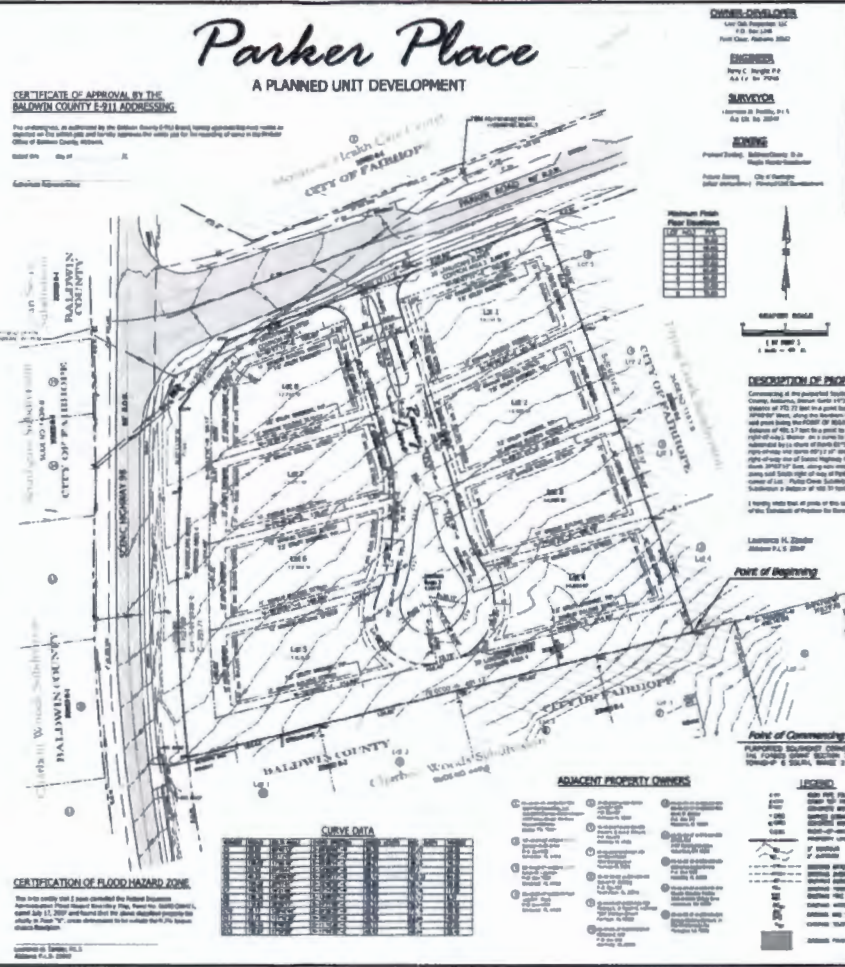
CERTIFICATE OF APPROVAL BY FAIRHOPE PUBLIC UTILITIES - GAS
 This plat is approved by the Fairhope Public Utilities on _____ day of _____, 2011.

CERTIFICATE OF APPROVAL BY FAIRHOPE PUBLIC UTILITIES - SEWER
 This plat is approved by the Fairhope Public Utilities on _____ day of _____, 2011.

CERTIFICATE OF APPROVAL BY WISCONSIN UTILITIES - POWER
 This plat is approved by Wisconsin Utilities on _____ day of _____, 2011.

CERTIFICATE OF APPROVAL BY ATB
 This plat is approved by ATB on _____ day of _____, 2011.

CERTIFICATE OF APPROVAL BY UTILITIES BOARD OF THE CITY OF MADISON - WATER
 This plat is approved by the Utilities Board of the City of Madison on _____ day of _____, 2011.



OWNER-DEVELOPER
 Live Oak Properties, LLC
 1230 N. Sun Lane
 Park View, Madison 53707

PREPARED BY
 JADE CONSULTING, LLC
 1114 N. Monona Drive
 Madison, WI 53706

SUBJECT
 Parker Place, Madison, WI
 Plat No. 11-010

DATE
 Prepared: _____
 Recorded: _____

RECORDING DATA

PLAT	DATE	RECORDING OFFICE
11-010	2011	Madison

ADJACENT PROPERTY OWNERS

NOTES

- This plat is prepared in accordance with the provisions of Chapter SPS 18.02, Wisconsin Statutes.
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CERTIFICATE OF FLOOD HAZARD ZONE
 This plat is in conformity with the Flood Hazard Zone map as shown on file in the office of the Madison Flood Hazard Zone Administrator, dated July 11, 2007, and found that the same complies with the provisions of Chapter SPS 18.02, Wisconsin Statutes.

NOT FOR FINAL RECORDING

PARKER PLACE
 PRELIMINARY PLAT
 LIVE OAK PROPERTIES, LLC

JADE CONSULTING, LLC
 1114 N. MONONA DRIVE
 MADISON, WI 53706
 608.261.1234
 WWW.JADECONSULTING.COM

REVISIONS

NO.	DATE	DESCRIPTION
1	11/1/11	PRELIMINARY PLAT

NOT FOR FINAL RECORDING

ORDINANCE NO. 1375

**AN ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 1373
AND AMENDING ORDINANCE NO. 1253
KNOWN AS THE ZONING ORDINANCE
CONCURRENT WITH ANNEXATION**

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 and Zoning Commission of the City of Fairhope, Alabama has forwarded a favorable recommendation,

The property of Christopher L. Haley located at 7220 Parker Road, Fairhope, Alabama.

PARKER PLACE SUBDIVISION

TAX PARCEL 05-46-03-07-0-000-018.000

Legal Description: (Case number ZC 08.08)

COMMENCING AT THE PURPORTED SOUTHEAST CORNER OF THE FORBES GRANITE SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE NORTH 14 DEGREES 27 MINUTES 26 SECONDS WEST, A DISTANCE OF 349.99 FEET TO A POINT; THENCE SOUTH 75 DEGREES 41 MINUTES 02 SECONDS WEST, A DISTANCE OF 773.72 FEET TO A POINT LOCATED AT THE NORTHEAST CORNER OF LOT 4 CHARBON WOODS SUBDIVISION; THENCE SOUTH 76 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE NORTHERN BOUNDARY OF CHARBON WOODS A DISTANCE OF 108.16 FEET TO A CRIMPED TOP PIPE FOUND, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHERN BOUNDARY SOUTH 76 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 491.17 FEET TO A POINT TO A IRON PIPE FOUND ON THE EAST RIGHT-OF-WAY LINE OF SCENIC HIGHWAY NO. 98 (80 FOOT RIGHT-OF-WAY); THENCE ON A CURVE TO THE RIGHT, HAVING A ARC LENGTH OF 253.00 FEET, WITH A RADIUS OF 1,527.00 FEET AND BEING SUBTENDED BY (A CHORD OF NORTH 01 DEGREES 55 MINUTES 38 SECONDS WEST, A CHORD DISTANCE OF 252.71 FEET) TO A POINT; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE NORTH 00 DEGREES 13 MINUTES 18 SECONDS WEST, A DISTANCE OF 75.64 FEET TO A CRIMPED TOP PIPE FOUND AT A MITER POINT OF SAID EAST RIGHT-OF-WAY LINE OF SCENIC HIGHWAY NO. 98 AND THE SOUTH RIGHT-OF-WAY LINE OF PARKER ROAD (80 FOOT RIGHT-OF-WAY); THENCE NORTH 35 DEGREES 07 MINUTES 10 SECONDS EAST, ALONG SAID MITER A DISTANCE OF 77.66 FEET TO A CRIMPED TOP PIPE FOUND; THENCE NORTH 69 DEGREES 47 MINUTES 09 SECONDS EAST, ALONG SAID SOUTH RIGHT-OF-WAY OF PARKER ROAD A DISTANCE OF 319.92 FEET TO A CRIMPED TOP PIPE FOUND AT THE NORTHWEST CORNER OF LOT 1 FLYING CREEK SUBDIVISION; THENCE SOUTH 20 DEGREES 07 MINUTES 14 SECONDS EAST, ALONG THE WESTERN BOUNDARY OF FLYING CREEK SUBDIVISION A DISTANCE OF 408.37 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 3.795 ACRES, MORE OR LESS.

A map of the property to be zoned is attached as "Exhibit A"

MAIL TO:
CITY OF FAIRHOPE
P. O. DWR 429
FAIRHOPE, AL 36533

Ordinance No. 1375
Parker Place
Page - 2 -

1. That, attached as "Exhibit A" is an approved site plan. The property must develop in substantial conformance with the approved site plan.
2. That, the following development regulations shall govern:

Lots: There shall be 8 lots with twenty percent (20%) open space requirement and maximum lot coverage of 40% with a note placed on the preliminary plan, site plan and the construction drawings stating the required maximum lot coverage of 40%.

Impacts on Natural Resources: The applicant shall take all necessary best management steps during development to minimize runoff of sediment to Fly Creek and maintain the area as naturalized as possible. Lots to be cleared, as they are wild and ready for a building permit, to minimize soil loss and potential deposition to Fly Creek with minimal land disturbance during construction.

Setbacks: Setbacks are specified on the attached site plan as follows: Front setback- 15'; Rear Setback-20' Side Setback-10'; Front Garage Setback: 20'.

Landscape Buffers: 30' along Scenic Highway 98, 20' along Parker Road, 30' in Common Area 4

Building Height: Maximum building height within the PUD will be 35' from finished floor to peak of roof.

Utility Easements: Utility easements shall be at the front of all lots.

Sidewalks: The pedestrian circulation plan shall provide pedestrian connectivity in the Southern Common area to the Eastern Shore Trail. The sidewalk shall be routed to have maximum tree preservation and connectivity with minimal impact to the natural vegetation in the buffer. A sidewalk shall be added along Parker Road.

Common Area: All common area areas shall be maintained by the property owners association including on-site drainage.

Screening/Buffer Zones/ Landscaping: The landscaped buffers along Highway 98 and Parker Road shall remain natural and heavily wooded creating a dense buffer. Any modification to the buffer shall be approved by the Public Works Director. A tree protection and barrier plan specifying the barrier detail shall be submitted for all trees over 20' dbh.

Accessory Buildings: All accessory structures proposed in the future shall meet the requirements of Article III Section C2 and Article III Section D 9 of the City of Fairhope Zoning Ordinance.

Exterior Lighting: Any lighting from the site shall not spill over on to adjacent properties.

Other: All outside agency approvals shall be obtained prior to the issuance of a land disturbance permit.

MAIL TO:
CITY OF FAIRHOPE
P. O. DRAW 429
FAIRHOPE, AL 36533

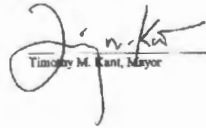
Ordinance No. 1272
Parker Place
Page - 3 -

3. That, the property is hereby zoned to Planned Unit Development (PUD) concurrent with annexation into the City of Fairhope. This property shall hereafter be lawful to construct on such property any structures permitted by Ordinance No. 1253 and to use said premises for any use permitted or building sought to be erected on said property shall be in compliance with the building laws of the City of Fairhope and that any structure shall be approved by the Building Official of the City of Fairhope and that any structure to be erected only in compliance with such laws, including the requirements of Ordinance No. 1253. Ordinance No. 1373 is hereby repealed and replaced by this ordinance.

4. 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.

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

Adopted and approved this 12th day of January, 2009.


Timothy M. Kant, Mayor

ATTEST:


Lisa A. Hawks, City Clerk

Ord. No. 1272 Published in
THE FAIRHOPE COURIER
or
The Daily News - City Clerk

MAIL TO:
CITY OF FAIRHOPE
P. O. BOX 489
FAIRHOPE, AL 36533



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

24

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 PUO
Concurrent with Annexation. (Zoning Required)

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

Signature of Petitioner: [Signature] Christopher L. Haley
Print petitioner's name

Signature of Petitioner _____ Print petitioner's name _____

Signature of Petitioner _____ Print petitioner's name _____

Physical Address of property being annexed: 7220 Parker Road

Petitioner's Current Physical Address: 16197 Scenic Highway 98 Point Clear, AL 36564
Petitioner's Current Mailing Address: P.O. Box 1348 Point Clear, AL 36562

Telephone Number(s): 251-210-0490
Home _____ Work _____

County Tax Parcel Number: 05-46-03-C7-0-000-018.000

Decree/Use/Agency/Library/Mail POP
2006/06/06 11:00 AM

MAIL TO:
CITY OF FAIRHOPE
P.O. DRAWER 429
FAIRHOPE, AL 36533

U.S. JUSTICE DEPARTMENT INFORMATION

- Size of property (acres or square feet) 3.79 +/- Acres
- If property is occupied, give number of housing units Not Occupied
- Number of Persons residing in each unit, and their race None
- If property is unoccupied, give proposed use Single Family Residential
- If property is being developed as a subdivision, give subdivision name Parker Place
- Number of lots within proposed subdivision 8

I, Deborah Alice Martin a Notary Public in and for said State and County, hereby certify that Christopher L. Haley whose name(s) is/are signed to the foregoing 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 11 day of June, 2006.

Deborah Alice Martin
Notary Public

My commission expires _____
NOTARY PUBLIC STATE OF ALABAMA AT LARGE BY COMMISSION EXPIRES: Sept. 24, 2008

I, _____ a Notary Public in and for said State and County, hereby certify that _____ whose name(s) is/are signed to the foregoing 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 foregoing 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.

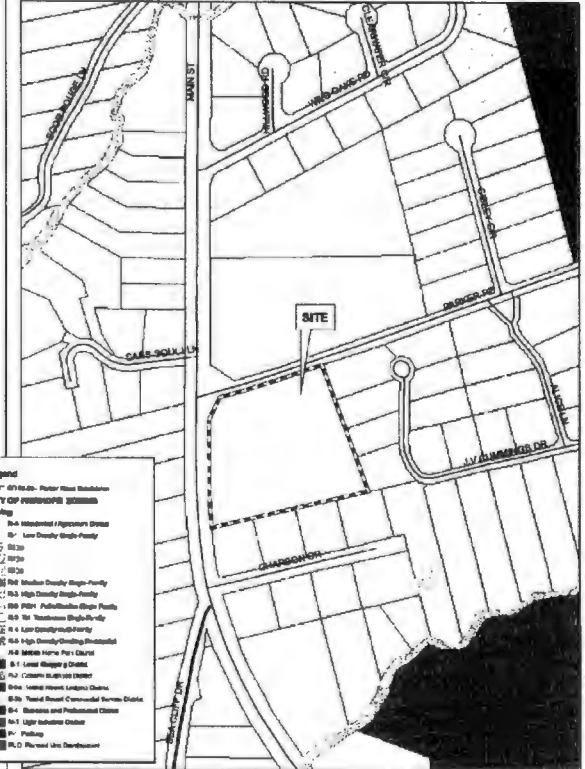
Given under my Hand and Seal this _____ day of _____, 20____.

(Seal) _____
Notary Public
My commission expires _____

MAIL TO:

Deliver to: Secretary, Library Mail PCF - 1148...
CITY OF FAIRHOPE
P. O. BOX 488
FAIRHOPE, AL 36504

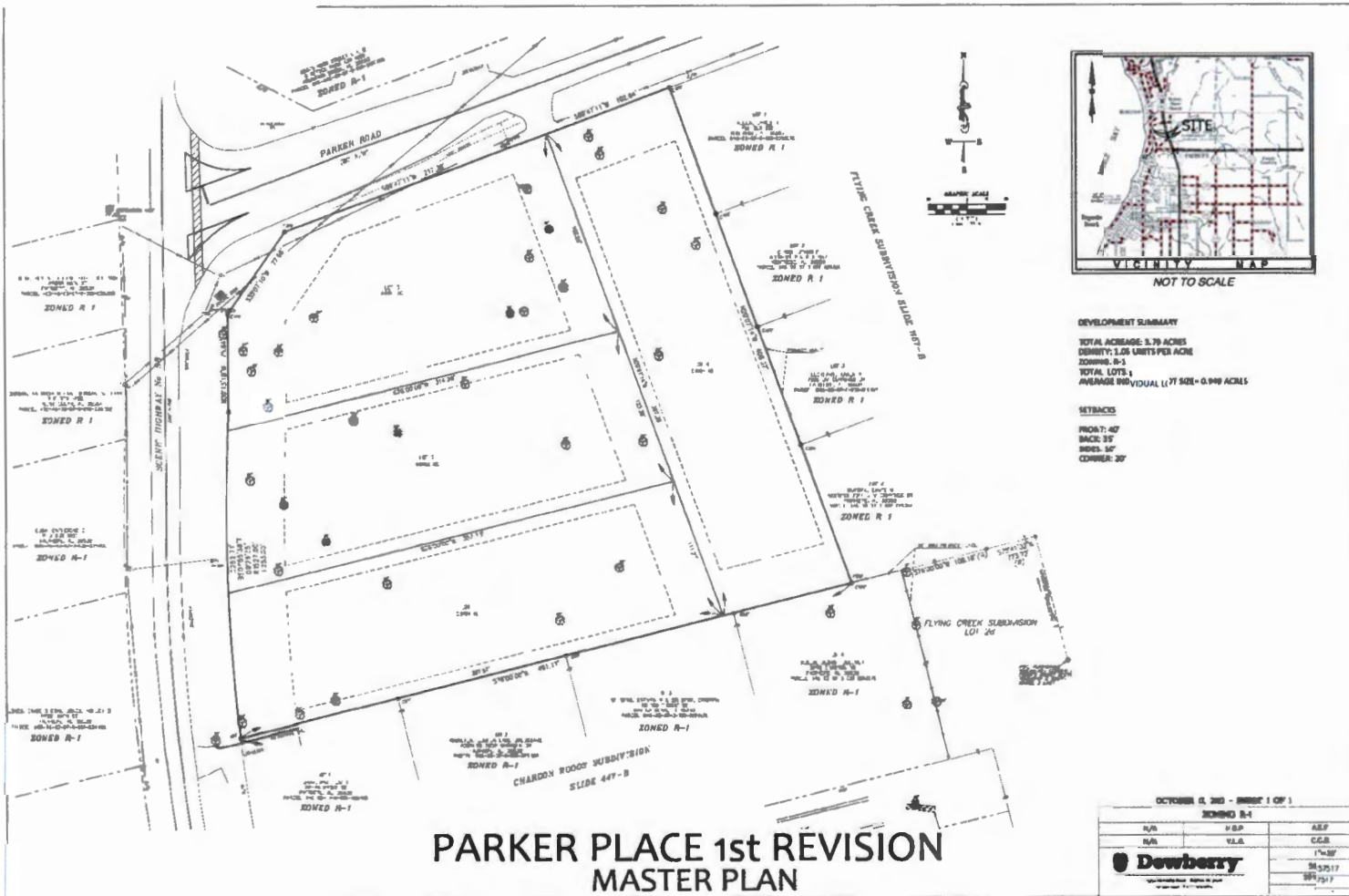
ZC 08.08 - Parker Place Subdivision



- Legend**
- 0710.05 - Parker Place Subdivision
 - CITY OF FAIRHOPE ZONING**
 - Boundary**
 - 08.01 - Residential / Agriculture District
 - 08.02 - Low Density Single-Family
 - 08.03 - Medium Density Single-Family
 - 08.04 - High Density Single-Family
 - 08.05 - Medium Density Multi-Family
 - 08.06 - High Density Multi-Family
 - 08.07 - Light Industrial District
 - 08.08 - Medium Density Multi-Family
 - 08.09 - Light Industrial District
 - 08.10 - Medium Density Multi-Family
 - 08.11 - Light Industrial District
 - 08.12 - Medium Density Multi-Family
 - 08.13 - Light Industrial District
 - 08.14 - Medium Density Multi-Family
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 - 08.96 - Medium Density Multi-Family
 - 08.97 - Light Industrial District
 - 08.98 - Medium Density Multi-Family
 - 08.99 - Light Industrial District
 - 09.00 - Medium Density Multi-Family

Parker Place Subdivision
 Parcel No: 05-46-03-07-0-000-018.000

MAIL TO:
 CITY OF FAIRHOPE
 P.O. BOX 420
 FAIRHOPE, AL 36563



DEVELOPMENT SUMMARY
 TOTAL ACRES: 3.79 ACRES
 DENSITY: 1.05 UNITS PER ACRE
 ZONING: R-1
 TOTAL LOTS: 1
 AVERAGE INDIVIDUAL LOT SIZE: 0.999 ACRES

SETBACKS
 FRONT: 45'
 BACK: 35'
 SIDES: 15'
 CORNER: 20'

OCTOBER 0, 200 - SHEET 1 OF 1

REVISIONS		
N/A	N.B.P	A.S.P
	V.L.A	C.C.B
		T.W.B
		M.S.D.17
		S.P.17

Dowberry

From: [James Allen](#)
To: [planning](#)
Subject: PPIN# 11947 Zoning request
Date: Tuesday, October 25, 2022 2:27:36 PM

SENT FROM AN EXTERNAL ADDRESS

Planning and Zoning Department:

RE: Case ZC22.15

I am immediately adjacent to the property being considered in this case. I would ask for your consideration that you require a buffer zone on the east side of the property to protect the backyard of my home. Secondly, I would ask that the size of lot and square footage of the homes being built be similar to the surrounding area.

Thanks for your consideration,

James Allen
251-232-1062

--

James Allen

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, the Planning Commission of the City of Fairhope, Alabama has forwarded a **favorable** recommendation,

The property of June Nelson Long, is generally located at the northeast corner of Greeno Road and Old Battles Road in Fairhope, Alabama.

PPIN # 26270

Legal Description: (Case number ZC 22.12)

Begin at the Southwest corner of Section 28, Township 6 South, Range 2 East, run thence North 89° 41' 22" East for 40 feet to the East right of way of County Road No. 11 and the centerline of County Road No. 24, run thence North 40 feet to the point of beginning; thence run North 89° 41' 22" East for 460 feet; run thence North for 180 feet; run thence South 89° 41' 22" West for 460 feet; run thence South for 180 feet to the point of beginning; said land being in Section 28, Township 6 South, Range 2 East, Baldwin County, Alabama.

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 12th day of December, 2022

By: _____
Jay Robinson, Council President

Attest:

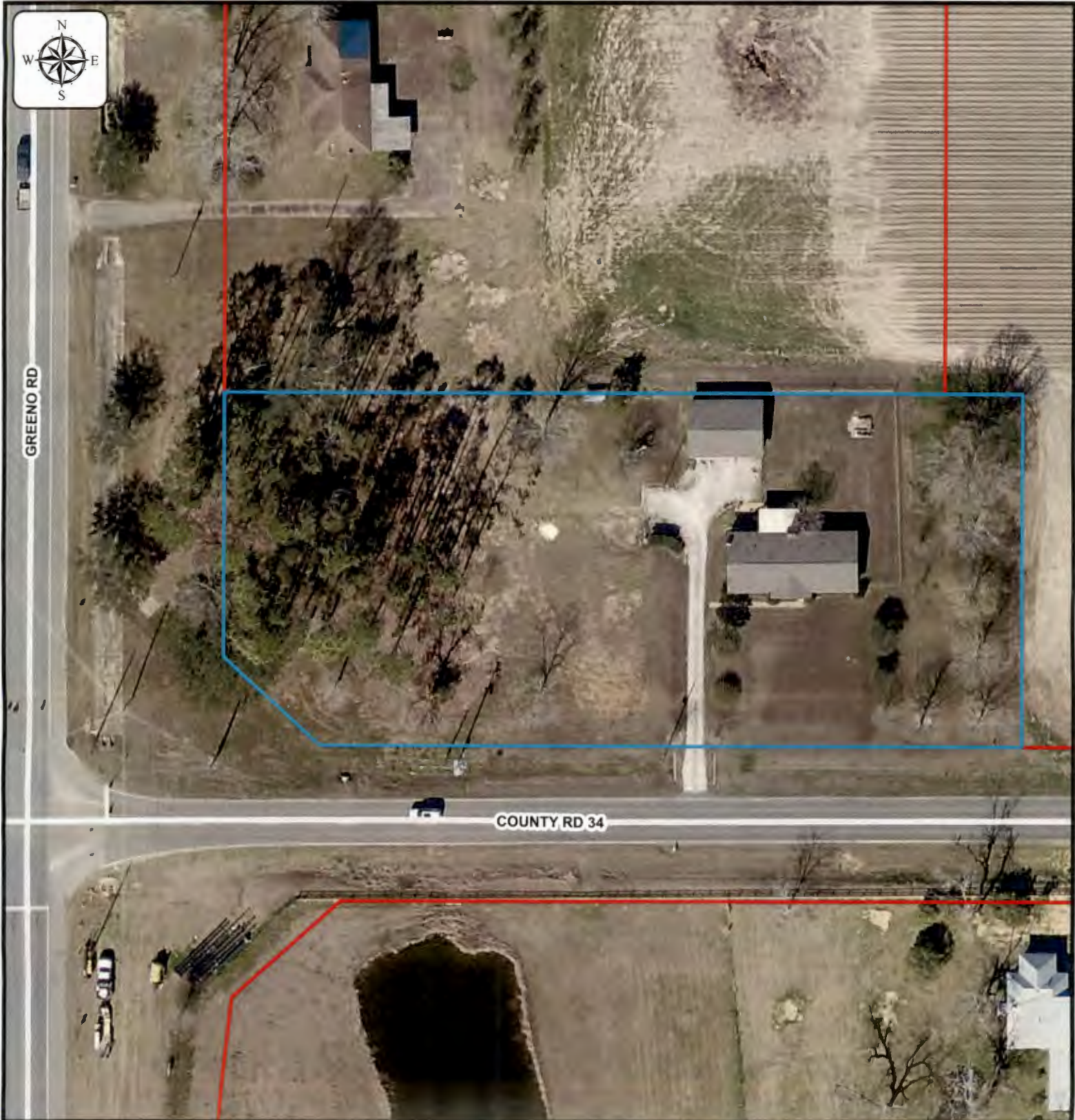
By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 12th day of December, 2022

By: _____
Sherry Sullivan, Mayor



**Exhibit A: The Property of June Nelson Long
Conditional Annexation to B-2
(ZC 22.12)**



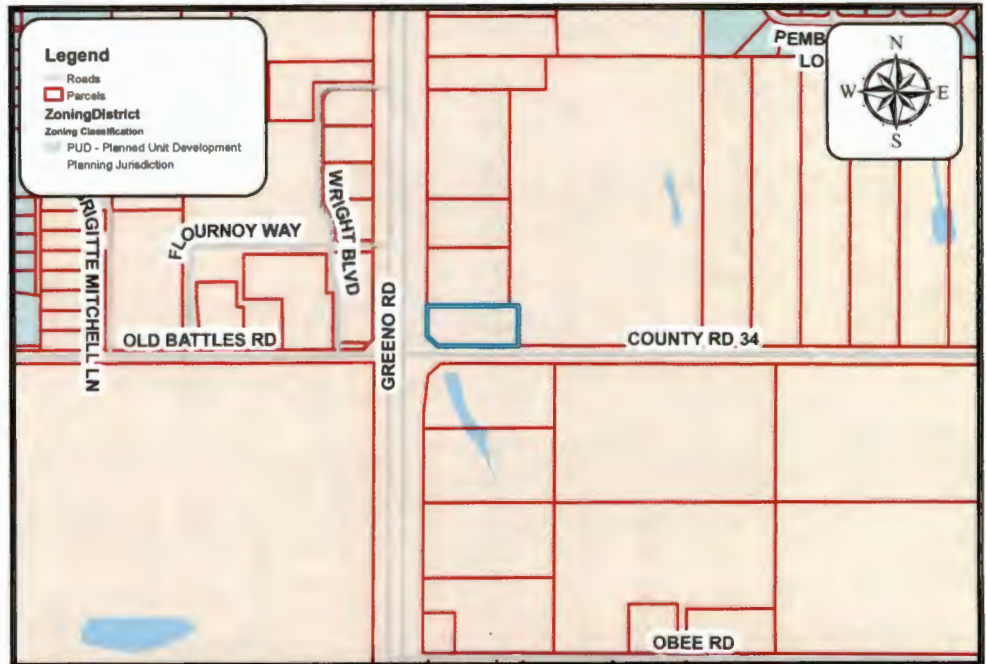
City of Fairhope City Council



December 21, 2022

Planning Commission unanimously voted (6 Ayes, 0 Nays) to recommend approval of ZC 22.12.

ZC 22.12 - Conditional Annexation to B-2



Project Name:

Conditional Annexation to B-2

Site Data:

1.7 acres

Project Type:

Conditional Annexation & Initial Zoning

Jurisdiction:

Fairhope Planning Jurisdiction

Zoning District:

Baldwin County:

Community Preservation District

PPIN Number:

26270

General Location:

Northeast intersection of Greeno Road
& County Road 34

Owner / Developer:

June Long

School District:

Fairhope Elementary School
Fairhope Middle and High Schools

Recommendation:

Approval

Prepared by:

Casey Potts

Summary of Request:

Applicants, Jason Long and Stephen Roberts, acting on behalf of the Owner, June Long, are 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 1.70 acres and is located at the northeast corner of Old Battles Road and US HWY 98.

Comments:

The subject property is currently outside the City of Fairhope’s municipal boundary and zoned CP (Community Preservation District) by Baldwin County in District 8. The site currently has a single-family residence on site.



The property is bordered to the north, south, and east by the Community Preservation Zoning District (Baldwin County). The subject property is located across the street from the Publix development. The Publix property has pending annexation into the City. Annexation of the subject property is contingent upon the annexation of the Publix property across the street.

According to the 2015 Comprehensive Plan, a node is not located at the intersection of Old Battles Road and US Highway 98. However, the forthcoming Comprehensive Plan recognizes the development patterns that occurred in recent years and will propose a commercial node at the U.S. Highway 98 and Old Battles Rd intersection.

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: Applicant 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 22.12, PPIN# 26270, be **approved** with an initial zoning of B-2 General Business District, with conditional annexation with the following condition:

1. The subject property shall be contiguous to the City of Fairhope Corporate Limits.



APPLICATION FOR ZONING DISTRICT CHANGE

Property Owner / Leaseholder Information 251-391-1120-cc1

Name: June Long Phone Number: 251-928-5577
 Street Address: 8051 County Road 34
 City: Fairhope State: AL Zip: 36532

Applicant / Agent Information 251-202-2004 (Stephen)

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

Name: Stephen Roberts +
Jason Long Phone Number: 251-331-2199 (Jason)
 Street Address: 301 Saint Charles Court (Stephen) / 24297A Cir, Rt 13 Fairhope (Jason)
 City: Fairhope State: AL Zip: 36532

Current Zoning of Property: County - community preservation
 Proposed Zoning/Use of the Property: B2
 Property Address: 8051 County Road 34 Fairhope, AL 36532
 Parcel Number: 46-08-28-0-000-022,000
 Property Legal Description: attached
 Reason for Zoning Change: highest + best use of property

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: Current improvements include a residence built in 1972

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.

June N. Long
 Property Owner/Leaseholder Printed Name
8/22/22
 Date

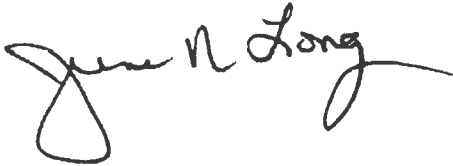
Jason Long
 Signature
 Fairhope Single Tax Corp. (If Applicable)

8/22/2022

To whom it may concern,

In regards to the property located at 8051 County Road 34 in Fairhope, AL; I, June N. Long, hereby authorize my son, Jason Long and the listing agent for the property, Stephen Roberts with Coastal Alabama Real Estate, to represent me in assisting with having the property annexed into Fairhope and rezoned to B2. They both have my permission to speak on this property on my behalf and please feel free to contact either or both should you need any further information regarding the proposed annexation and rezoning. Thank you for your help.

Sincerely,

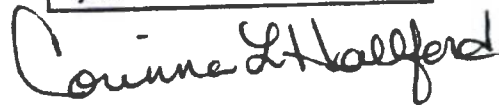


June N. Long
Owner – 8051 County Road 34 Fairhope, AL 36532
(251) 928-5577 (home)
(251) 391-1120 (cell)

Jason Long
Son – 24297A County Road 13 Fairhope, AL 36532
(251) 331-2199 (cell)

Stephen Roberts
Listing Agent – Coastal Alabama Real Estate
301 Saint Charles Court Fairhope, AL 36532
(251) 802-8004 (cell)
(251) 928-9400 (office)

CORINNA L. HALLFORD
Notary Public, Alabama State at Large
My Commission Expires June 12, 2024



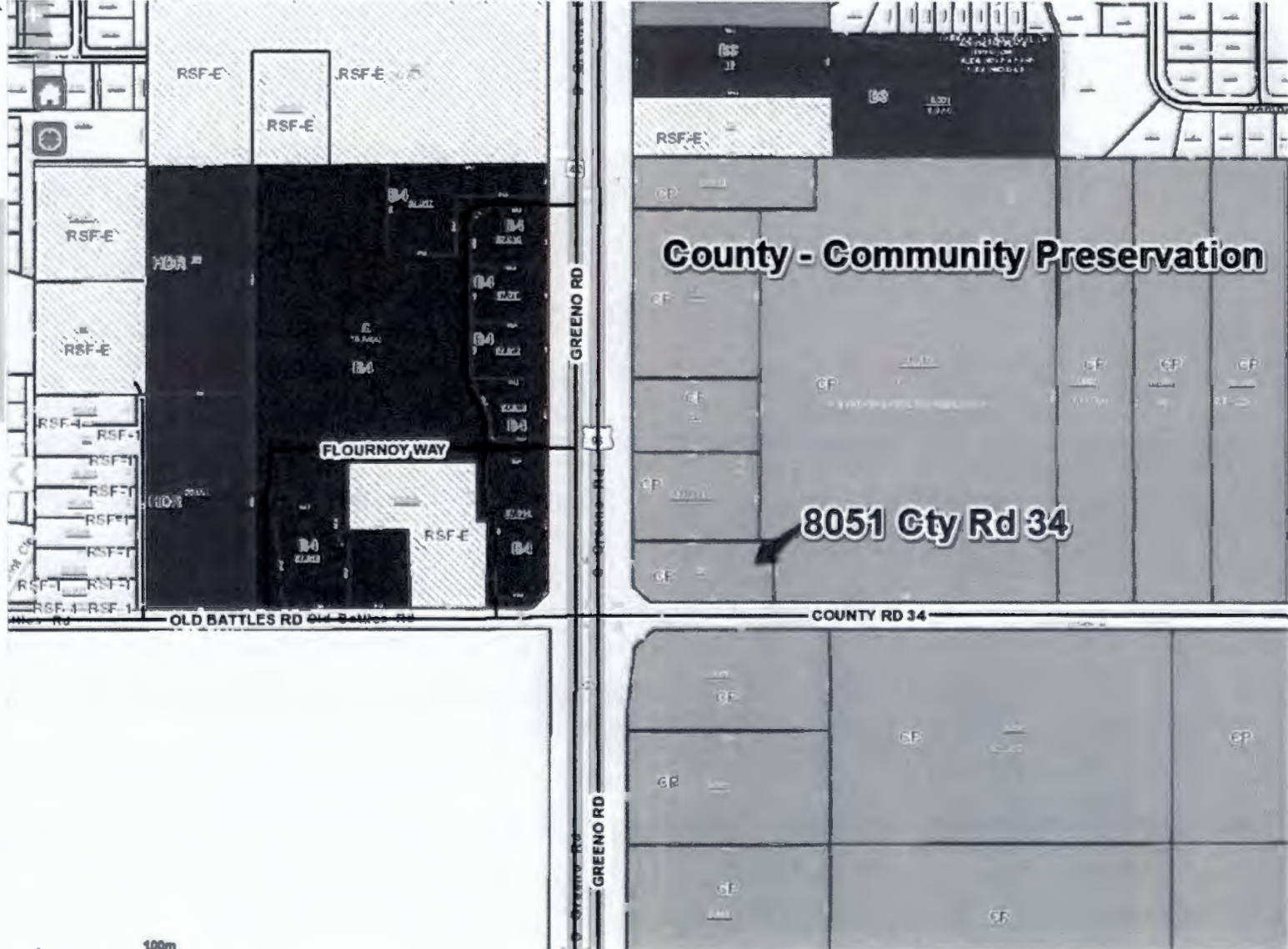
- Residential Two Family District (RTF-4)
- Residential Single Family District (RSF-6)
- Residential Two Family District (RTF-6)
- Residential Multiple Family District (RMF-6)
- High Density Residential District (HDR)
- Residential Manufactured Housing Park District (RMH)
- Community Preservation District (CP)
- Marine Recreation District (MR)
- Outdoor Recreation District (OR)
- Tourist Resort District (TR)
- Recreational Vehicle Park District (RV-1)
- Recreational Vehicle Park District (RV-2)
- Professional Business District (B-1)
- Neighborhood Business District (B-2)
- General Business District (B-3)
- Major Commercial District (B-4)
- Limited Business District (LB)
- Light Industrial District (M-1)
- General Industrial District (M-2)
- Moratorium District

- Baldwin County Contours
- Baldwin County Imagery 2022

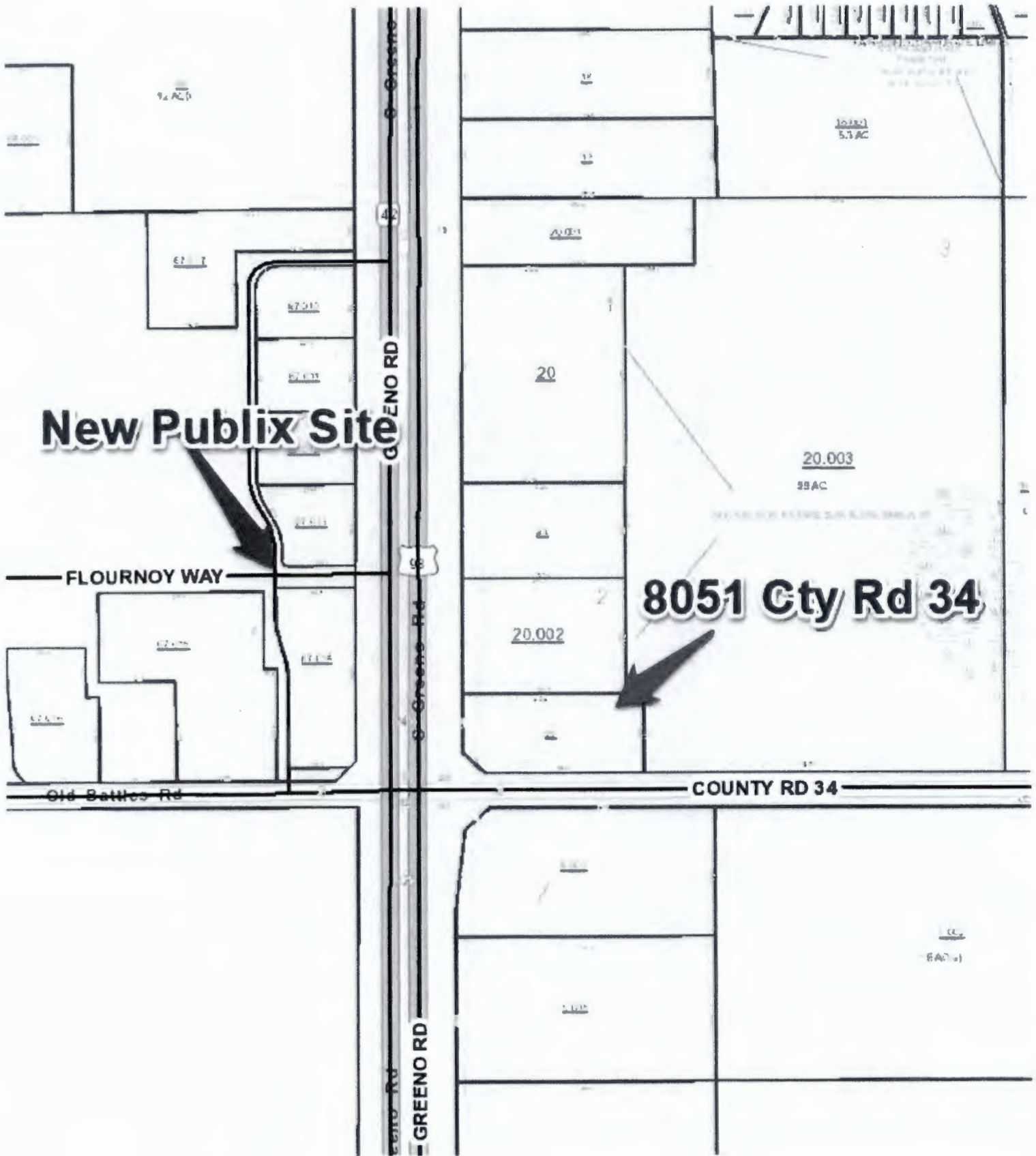
Legend

Baldwin County Data

Misc



100m



New Publix Site

8051 Cty Rd 34

Greeno Rd
42
Greeno Rd
96
Greeno Rd
GREENO RD

FLOURNOY WAY

COUNTY RD 34

Old Battle Rd

9.4 AC

67.017

67.010

67.011

67.011

67.016

67.014

5.7 AC

12

13

20.021

20

41

20.002

10.021
5.3 AC

20.003
8.9 AC

CC
6A(1)

LEGAL DESCRIPTION

Begin at the Southwest corner of Section 28, Township 6 South, Range 2 East, run thence North $89^{\circ} 41' 22''$ East for 40 feet to the East right of way of County Road No. 11 and the centerline of County Road No. 24, run thence North 40 feet to the point of beginning; thence run North $89^{\circ} 41' 22''$ East for 460 feet; run thence North for 180 feet; run thence South $89^{\circ} 41' 22''$ West for 460 feet; run thence South for 180 feet to the point of beginning; said land being in Section 28, Township 6 South, Range 2 East, Baldwin County, Alabama.



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 B2 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.

Signature of Petitioner (handwritten signature)

Print petitioner's name (June D. Long)

Signature of Petitioner

Print petitioner's name

Signature of Petitioner

Print petitioner's name

Physical Address of property being annexed: 8051 County Rd. 34

Petitioner's Current Physical Address: 8051 County Road 34 Fairhope, AL 36532

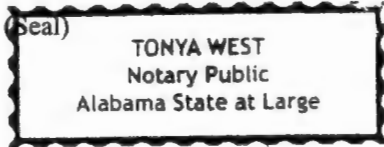
Petitioner's Current Mailing Address: 8051 County Road 34 Fairhope, AL 36532

Telephone Number(s): 251-928-5577 Home 251-391-1120 Work

Tax Parcel ID Number: 46-08-28-0-000-022,000 Size of Property: 1.7 acres

I, Tonya West a Notary Public in and for said State and County, hereby certify that June Long 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 20th day of August, 2022.



Tonya West
Notary Public My Commission Expires
March 31, 2026
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 _____

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 _____

RESOLUTION NO. ____

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

That the City of Fairhope, Alabama enters into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Sidewalks along Fairwood Boulevard from Fairhope Avenue to Bayou Drive and from Patlynn Drive to Jan Drive and along Blue Island Street from Fairhope Avenue to Gayfer Avenue;
Project# TAPAA-TA23(92); CPMS Ref# 100075869.

Which agreement is before this Council, and that the agreement be executed in the name of the City of Fairhope, by Mayor Sherry Sullivan for and on its behalf and that it be attested by the City Clerk, Lisa A. Hanks, and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and City Clerk of the City of Fairhope, Alabama do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City of Fairhope therein, at a regular meeting of such Council held on the 21st of December, 2022, and that such resolution is on file in the City Clerk's Office.

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

21st of December, 2022, and that such resolution is of record in the Minute Book of the City.

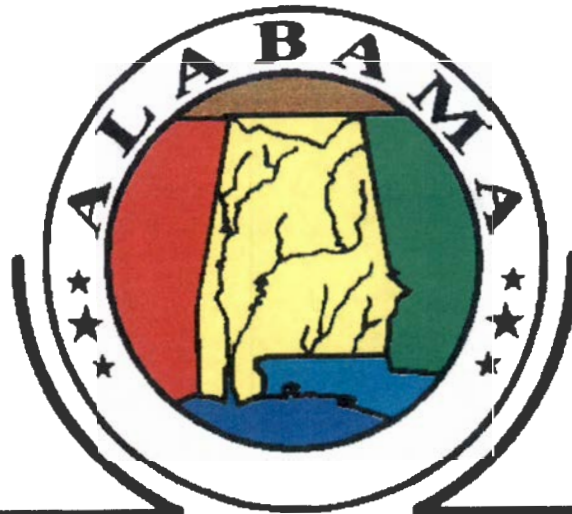
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of February, 2022.

City Clerk

TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM

NOTICE TO PROCEED MEETING

FY 2023



DEPARTMENT OF TRANSPORTATION

SPONSOR

City of Fairhope

PROJECT NUMBER

TAPAA-TA23(929)

PROJECT DESCRIPTION

Sidewalks on Blue Island Avenue
And Fairwood Boulevard

DATE

December 7, 2022

ATTENDEES

Name

Representing

DEWAYNE HOOD

ALDOT SWR 251-470-8253

George Ladd

COF (251) 928-8003

Shane Bergin

Neel-Schaffer 251-471-2000

RICHARD D. JOHNSON

CITY OF FAIRHOPE - PUBLIC WORKS

TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM

NOTICE TO PROCEED MEETING

I. PROJECT INFORMATION

This project is funded through the Federal Highway Administration (FHWA). The project sponsor must follow the regulations and guidelines developed by ALDOT for Federal aid projects. This is a pass-through project and the project sponsor must agree to assume full responsibility for the design, plan development, inspection and construction in accordance with these requirements. Project overview will be coordinated through the ALDOT Region Office.

ALDOT Region Contact: DEWAYNE HOOD -

Sponsor's Project Administrator: CITY OF FAIRHOPE - RD JOHNSON

Sponsor's Consultant (if applicable): SHANE BERGIN - NS

Approved Scope of Work

1. Any changes must be approved in writing from ALDOT

Approved Budget \$ 999,091.25

Federal Share \$ 799,273.00

Sponsor's Share \$ 199,818.25

Other Costs to Sponsor

2. Project funds are awarded based on the preliminary estimate that was included in the application. The actual project funds dedicated to the project will be set based on the approved low bid. Any over run in costs above the approved low bid contract amount will be the responsibility of the sponsor, unless approved by ALDOT in writing.
3. Preliminary engineering is eligible for reimbursement. **If the sponsor wishes to receive reimbursement, the sponsor must notify the ALDOT Area Office and follow the proper consultant selection process.**
4. Right-of-Way acquisition is generally not eligible for reimbursement unless specifically approved by ALDOT in writing.
5. Utility relocation is generally not eligible for reimbursement unless specifically approved by ALDOT in writing.
6. Detail of any Ineligible items contained in the application:
Legal fees and Realtor fees, permits, bid bonds, etc.

- 7. Construction Engineering and Inspection (CE&I) is required and an eligible reimbursement included in your project budget. If the Sponsor wishes to use a consultant engineer to perform CE&I, the Sponsor must request and receive permission from the Region. It is suggested the sponsor request a list of pre-qualified consultant engineers from the Region.

Time Limit for Project – The sponsor will have 2 years from the date of Award letter from the Governor to have the project ready for authorization.

Milestones:

1. Three months to execute Project Funding Agreement
2. One year to obtain Environmental Clearances/Permits/Right-of-Way
3. 18 Months to hold Project/Specifications/Estimate (PS&E)
4. Two years for final Plans/Certifications/Estimate (Ready for FHWA Authorization)

If the sponsor does not meet this requirement, then the project will be subject to cancellation and the reallocation of project funds.

II. PROJECT PRECONSTRUCTION

Application Selected

1. Letter sent to sponsor from the Governor providing notification of selection 09/26/2022

Conduct Notice To Proceed Meeting 12/7/2022

1. Federal Transportation funds administered by ALDOT
2. Review the project progression from selection to completion
3. Make you aware of your responsibilities

Project Agreement

1. Prepared by Local Transportation Bureau (TIME LINE?) Funding Agreement
2. Executed by all parties Dec 20-24

Preliminary Engineering

1. If the sponsor plans on receiving reimbursement for the preliminary engineering, the sponsor must ensure the proper consultant selection process is followed. The sponsor may seek additional information by contacting the appropriate ALDOT Area Office or the **ALDOT Contract Management Group**. Any design and feasibility studies conducted prior to receipt of a Notice to Proceed are not eligible.

Right-Of-Way (Sponsor Responsible for Acquisition)

1. If right-of-way or easements are required, they must be acquired in accordance with the Uniform Relocation Assistance & Real Property Acquisition Act.
 - A. Was the property acquired prior to 1992?
 - B. Was the property acquired with the knowledge that it would be needed for the federally funded enhancement project? *
 - C. Were tenants displaced as a result of an acquisition?
2. Any easement necessary for the construction of project improvements must be obtained as a permanent easement.
3. If project improvements are to be constructed on property not owned or controlled by the sponsor, but is owned and controlled by another governmental agency, permits to construct the project improvements must be obtained

Environmental (NEPA) Process

If your project does not require Right of Way or Temporary Construction Easements (TCEs) the Local Transportation Bureau -Preconstruction Section (LTB-PreCon) will prepare the Programmatic Categorical Exclusion (PCE) document utilizing the U.S. Fish and Wildlife's MOU and the Alabama Historical Commission's MOA, where applicable. The prepared PCE will be sent to the sponsor for review and signature, then returned to LTB -PreCon for further processing.

If your project does require Right of Way or Temporary Construction Easements (TCEs) LTB -PreCon will require a Clearance Request Form describing your project along with maps, site photos and any other pertinent information related to your project and will direct you as to what studies are required. They may include sending studies to the following agencies:

U. S. Army Corps of Engineers
U. S. Fish and Wildlife Service
Alabama Historical Commission (**do not send anything to the AHC** – all coordination must go through the LTB – PreCon)

Plans/Specifications/Budget (Sponsor Responsible for Preparing)

The Plans, Specifications and Estimate (P.S. & E.) will be developed in accordance with the ALDOT guidelines for Federal aid projects. The P.S. & E. will be developed using the most current ALDOT Standard Specifications at the time of letting and pertinent supplemental and special provisions and the Standard and Special Drawings. Any deviations or exceptions to these documents must be approved in writing by ALDOT prior to the exceptions being implemented.

1. Processing the plans
 - a. Sponsor (or their consultant) prepares plans/specification/budget for TAP project

- b. Plans must be prepared and stamped by a Professional Engineer or Registered Architect, practicing within their respective discipline as per The Code of Alabama.
- c. Submits to ALDOT Region for review, comment and concurrence.

2. Plans/Spec/Budget Requirements

- a. Competitive Construction Bid Process (23 CFR 635 Subpart A)
 - 1. FHWA-1273, "Required Contract Provision" (23 CFR 633, Subpart A)
 - 2. Six pages of FHWA compliance; required signatures
 - 3. Bid Bond Signatures
- b. Unit prices or lump sums; if unit price, then unit price governs (COA 39-2-7)
- c. AIA modified specs (if used for a standing structure)
- d. Warranty clauses are typically for materials only
 - 1. Workmanship warranties are permissible but not eligible for reimbursement
 - 2. They must be listed separately as a non-federal participating item
- e. Davis-Bacon wage rates {23 CFR 635.309(f) & 635.117(f)}, (Davis-Bacon applies to every TAP project)
- f. Minority/Women Business Enterprises
 - 1. Formal goals are not required. However, if goals are stipulated in the contract at the request of the Sponsor, they must be enforced.
 - 2. However, use of MBE's/WBE's is encouraged (23 CFR 635.107 & 230, Subpart B)
- ? g. ADEM Storm Water Permit required if one acre of earth or more disturbed or the potential to impact the waters of the United States (effective March, 2003)
- ✓ h. Americans With Disabilities Act (ADA) Compliance
- ✓ i. Conform to design and safety standards (23 U.S.C. 109, MUTCD, AASHTO) (Sec. of Interior's Standards & Guidelines for the Rehab. of Hist. Strcts.)
- ✓ j. Plans/specifications/budget
 - 1. Must comply with Federal and State stipulations
 - 2. Prepared in accordance with the approved scope of work

k. Keep project cost estimate confidential (FHWA Guidelines on Preparing Engineers Estimate, Bid Reviews and Evaluation January 20, 2004)

I. ALDOT recommendations

→ 1. Use of additives to utilize all the federal funds

→ 2. The holding of a pre-construction conference

FHWA Authorization (ALDOT Responsible for Obtaining)

1. ALDOT Office Engineer Bureau will request funding authorization from FHWA

a. When the agreement has been fully executed.

b. When the sponsor has submitted the ROW, railroad and utility certifications to the Region and have been received by the Local Transportation Bureau.

c. When the approved environmental document has been sent to the sponsor by Local Transportation Bureau – Preconstruction Section.

d. When the plans and specifications have been approved by the Region.

e. When the sponsor has submitted the final cost estimate to the Region and have been received by the Local Transportation Bureau

WORK
ON

III. PROJECT LETTING (Sponsor Responsible for Compliance)

ERIN

Sponsor Advertises for Bids

→ 1. Federal and State bid laws must be complied with

a. Federal law requires that ALL Federal-aid projects must be advertised for bid.

1. Exception – low cost projects located off the highway ROW

→ 2. Sponsor must advertise 21 days prior to the scheduled bid opening {23 CFR 635.112(b)}

a. Municipal requirement – Advertise at least once, 21 days prior to the scheduled bid opening in a newspaper of general circulation in the county

b. County/State requirement – Advertise once a week for three (3) consecutive weeks

c. Additional requirement for projects over \$500,000 – Sponsor must advertise at least once in three (3) statewide newspapers, 21 days prior to the scheduled bid opening

*
MUST
COMPLY
WITH

3. Keep all bidders informed; document receipt of bid packages
4. Cut off sale of bid packages 24 hours prior to bid opening {COA 23-1-56(i)}
- N/A 5. Pre-qualifying option {23 CFR 635.110 (c) (d)} – Pre-qualifying process must be approved by ALDOT
6. An Alabama Contractor License not required to bid; however, it is required, as well as any required specialty license, before a contract can be awarded to the low bidder {23 CFR 635.110(c)}

Sponsor Awards Contract to Low Bidder

1. Sponsor submits lowest responsible bid tabulation(s) to ALDOT Region
- * 2. ALDOT Region concurs with the low bid recommendation and advises sponsor, by letter, that the contract can be awarded
- 3. Cannot negotiate contract amount (23 CFR 635.113)
4. Project funds are limited to the budget in the application or the approved low bid amount, whichever is lower.
 - a. If bid is lower than the budget established in the application, the remainder of the funds go back into the program for allocation to other Transportation Alternative projects.
 - b. If bid is higher than the budget established in the application, the sponsor is responsible for the amount in excess of the initial award.

IV. PROJECT CONSTRUCTION (Sponsor Responsible for Compliance)

Contractor Constructs Project

The sponsor or a designated representative selected by the sponsor will assume full responsibility for the inspection and construction of this project. The inspection and oversight must be in accordance with the plans approved by ALDOT, the most current ALDOT Standard Specifications at the time of project letting, the ALDOT Construction Manual, ALDOT Material's and Testing Manual and related documents. Any interpretation, questions, etc. will be submitted to the ALDOT Region Office. Failure to comply with these documents, procedures, etc. could result in workmanship or quality of work that will not be acceptable to ALDOT and not eligible for reimbursement.

- 1. Prime must do at least 30% {23 CFR 635.116(a)}.
- 2. Subcontractors have the same insurance requirements as prime contractor
- 3. Sponsor is responsible for approving subcontractors

- 4. Subcontractors must have a General Contractor's License for work to be performed over \$50,000 (COA 34-8-1(c))
- 5. The sponsor cannot prequalify subcontractors
- 6. No convict labor allowed {23 CFR 635.117(a)}
- 7. Not allowed to segment federal-aid projects

KIM C.

- 8. Payment process (this is a Cost Reimbursement Program)
 - a. Contractor bills sponsor
 - b. Sponsor pays contractor
 - c. Sponsor invoices ALDOT Region for reimbursement not more often than once a month
 - d. Submit invoices as work progresses.
 - e. ALDOT's Finance Bureau sends reimbursement check to sponsor
 - 1. Check will be for 80% of the participating items listed in the invoice
 - 2. Check takes approximately 6-8 weeks to be sent to sponsor

Project Completion

An ALDOT Region representative will make a Final Construction Acceptance Inspection to assure the project substantially conforms to the as-let plans in order to approve the final estimate for reimbursement.

V. PROJECT CLOSE-OUT

- 1. Final close out documents to ALDOT Region with final reimbursement request

KIM/
ERIN

- 2. Project files readily available for audit for 3 years after project completion {49 CFR 18.42 (b)}

VI. Miscellaneous Provisions/Information

- 1. Sell/Lease of Improved Property
 - a. Approved in advance of transaction
 - b. Repay 80% of the appraised value of the property
- 2. Public Use -

ADDITIONAL NOTES:

**CONSTRUCTION
AGREEMENT
FOR A
TRANSPORTATION ALTERNATIVES PROGRAM
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND
THE CITY OF FAIRHOPE
Baldwin County**

**Project No. TAPAA-TA23(929)
CPMS Ref# 100075869**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Fairhope, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the sidewalks along Fairwood Blvd. from Fairhope Ave. to Bayou Dr. and from Patlynn Dr. to Jan Dr., and along Blue Island St. from Fairhope Ave. to Gayfer Ave.; Project# TAPAA-TA23(929); CPMS Ref# 100075869.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. It is expressly understood that federal funds for this project will be provided from Transportation Alternatives Program (TAP) funds as authorized by the U.S. Congress and the STATE will not be liable for any funding. Cost for the project will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent CITY funds, based on the contract as let price plus CE&I or the estimated costs below, whichever is lower. Any deficiency in Federal Aid or overrun in costs will be borne by the CITY from CITY funds unless approved in writing by the STATE. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
Federal TAP Funds	\$ 799,273.60
City Funds	\$ 199,818.40

TOTAL (Incl CE&I)	\$ 999,092.00

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the FHWA or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost to the Project. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

- B. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will be an eligible cost to the project, as approved by the application.
- C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost to the Project.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects*, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

- D. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost to the Project.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.
- B. Associated Construction costs will be an eligible cost to the Project.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.
- F. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this agreement 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 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- C. 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.
- D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

City of Fairhope, Alabama

**By: _____
City Clerk (Signature)**

**By: _____
As Mayor (Signature)**

**Type Name of Clerk
(AFFIX SEAL)**

Type Name of Mayor

This agreement has been legally reviewed and approved as to form and content.

**By: _____
William F. Patty,
Chief Counsel**

RECOMMENDED FOR APPROVAL:

**Matthew J. Ericksen, P.E.
Southwest Region Engineer**

**Bradley B. Lindsey, P.E.
State Local Transportation Engineer**

**Edward N. Austin, P. E.
Chief Engineer**

**STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION**

John R. Cooper, Transportation Director

**THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20_____.**

**KAY IVEY
GOVERNOR, STATE OF ALABAMA**

RESOLUTION NUMBER _____

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

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Sidewalks along Fairwood Blvd. from Fairhope Ave. to Bayou Dr. and from Patlynn Dr. to Jan Dr., and along Blue Island St. from Fairhope Ave. to Gayfer Ave.;
Project# TAPAA-TA23(929); CPMS Ref# 100075869.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Fairhope, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the _____ day of _____, 20____, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

City Clerk

Mayor

_____ day of _____, 20____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 20____.

City Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

 2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

- b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H

Page 4

The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H

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- b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal 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.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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 AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute a contract with Fulgham’s Inc. for Urban Forestry Consultant for the undeveloped 108 acres known as the “Triangle Property” at the North Gateway to the City; (RFQ No. PS021-22) with a not-to-exceed amount of \$42,000.00.

DULY ADOPTED THIS 21ST DAY OF DECEMBER, 2022

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 12/12/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award RFQ PS021-22 Urban Forestry Consulting

Project Location: Triangle Property

Presented to City Council: 12/21/2022

Funding Request Sponsor: Richard Johnson, Public Works Director

Resolution # : _____

Approved _____

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 42,000.00 (Not-to-Exceed)

Vendor: Fulgham's Inc

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

DEC 13 '22 10:51 *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 _____

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 103-55890
G/L Acct Name: North Triangle Nature Park

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

Project Budgeted: \$ 42,000.00
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: 12/8/2022

Purchasing Memo Date: 12/8/2022

Delivered To Date: 12/12/2022

Request Approved Date: 12/12/2022

Request Approved Date: 12/12/2022

Approved Date: 12/12/2022

Signatures: Aislinn Stone
Aislinn Stone

Signatures: Kieran Creech
Kieran Creech

Signatures: Mayor Sherry Sullivan
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
Jimmy Conyers
Jay Robinson, ACO

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

Date: December 8, 2022

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

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.

The City Council approved the selection of Fulgham's Inc. as the result of Request for Qualifications PS021-22 Consulting Urban Forester and approved the Mayor to negotiate the contract fee schedule. Hourly rate is listed in the attached Proposal for Services and Fee Schedule.

The Mayor and The Director of Public Works would like to establish a not-to-exceed amount for the Consulting Urban Forester of Forty-Two Thousand Dollars (\$42,000.00) per year.

Please prepare a Green Sheet and place on the next City Council Agenda this request for approval of the negotiated Proposed Fee Schedule and allow the Mayor to execute a contract for the not-to-exceed amount of \$42,000.00.

Enclosure

Cc: Richard Johnson, Clint Steadham

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

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

Proposal for services and fee schedule with Not To Exceed amount for Fairhope Triangle Project

Fulgham's Tree Preservation proposes to perform the following consulting urban forester services as stated in the RFQ submitted to the City of Fairhope, AL.

The level and scope of services to be provided by the consultant will be determined by the City of Fairhope. A lump sum, fixed price fee will be negotiated post selection for specific work tasks and a fee schedule based on hourly rates for all consulting and oversight work. Consulting Urban Forester services for all stages of design, permitting, bidding, letting and construction of the project are required. Examples of services which individual/firm must be prepared and qualified to provide shall include but not be limited to the following: Development of a Preliminary Forestry Management Plan for the tract with regard to appropriate usage and placement of any improvements, Development of a Long-Term Master Forestry Management Plan for the Tract, Tract Tree Species and Size Inventory (extent of inventory TBD), Invasive Mitigation Plans, Tree Species Diversity, Environmental/Wildlife/Historical/Cultural Inventory and Management and Master Planning to maximize and enhance Recreation, Timber, Wildlife and Watershed quality and diversity.

Hourly rate for services provided = \$350.00 per hour

Total time allotted for our involvement = 130 hours

Total amount for initial year = \$42,000

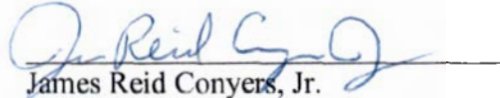
As noted above; this total amount is a "Not To Exceed" amount and will be charged on an hourly basis only for work performed. The amount for the first year of services can and may be less but cannot be more than the stated 'Not To Exceed' total.

RESOLUTION NO. 4595-22

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 108 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

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. 23-007-2023-PW-009) Construction of Pickleball Courts for the Quail Creek Golf Course 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
Construction of Pickleball Courts

[3] At the appointed time and place; after evaluating the bids with the required specifications, American Tennis Courts, Inc. is now awarded (Bid No. 23-007-2023-PW-009) Construction of Pickleball Courts with a total bid proposal budgeted not-to-exceed \$114,519.00.

ADOPTED ON THIS 21ST DAY OF DECEMBER, 2022

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 12/12/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award Bid No. 23-007-2023-PW-009 Construction of Pickleball Courts

Project Location: Quali Creek Golf Course

Presented to City Council: 12/21/2022

Funding Request Sponsor: Richard Johnson, Public Works Director
Pat White, Recreation Director

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 114,519.00 (Not-to-Exceed)

Vendor: American Tennis Courts, Inc

Project Engineer: n/a

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

DEC 15 2022 4:10:51 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: 103-5886
G/L Acct Name: Pickleball Courts

Project Budgeted: \$ 125,000.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ (10,481.00)

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: 12/8/2022 Purchasing Memo Date: 12/8/2022 Delivered To Date: 12/12/2022

Request Approved Date: 12/12/2022 Request Approved Date: 12/12/2022 Approved Date: 12/12/2022

Signatures: Aislinn Stone Kim Creech Mayor Sherry Sullivan



MEMO

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

A handwritten signature in black ink, appearing to read "Erin Wolfe".

From: _____
Erin Wolfe, Purchasing Manager

Sherry Sullivan
Mayor

Council Members:

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

Date: December 8, 2022

Re: Requesting Green Sheet and Approval by City Council to award Bid No. 23-007-2023-PW-009 Construction of Pickleball Courts at Quail Creek Golf Course

The Director of Public Works, Richard Johnson, and the Director of Parks and Recreation, Pat White, have requested to procure the construction of pickleball courts at Quail Creek Golf Course, located at 19841 Quail Creek Drive, Fairhope, AL 36532.

A service bid was issued on November 11, 2022, posted to the City of Fairhope's website, and viewed by 118 of 370 vendors who select to receive e-notifications. One (1) responsive bid was received at the bid opening on December 8, 2022 at 10:00 a.m.

The Director of Public Works recommends the award be made to **American Tennis Courts, Inc.** The total recommended bid award price is in the amount of **One Hundred Fourteen Thousand Five Hundred Nineteen Dollars (\$114,519.00).**

Please prepare a Green Sheet and place on the next City Council Agenda this request to award Bid No. 23-007-2023-PW-009 Construction of Pickleball Courts at Quail Creek Golf Course for \$114,519.00.

Enclosure

Cc: Richard Johnson, Pat White, Clint Steadham

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

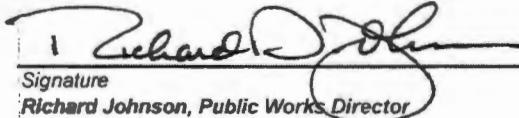
251-928-2136 (p)
251-928-6776 (f)
www.fairhopeal.gov

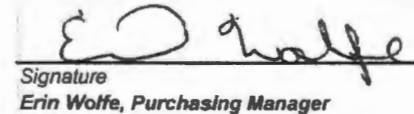
City of Fairhope Bid Tabulation
 Bid No. 23-007 Pickleball Courts at QC
 Opened December 8, 2022 at 10:00 A.M.

Vendor	Bid Documents Signed / Notarized (Y/N)	Bid Bond	Addendum 1 and 2	Vendor Compliance (Y/N)	Lump Sum Cost
American Tennis Courts, Inc.	Y	Y	Y/Y	Y	\$114,519.00

Recommendation:

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

 12/08/2022
 Signature
 Richard Johnson, Public Works Director

 12/08/2022
 Signature
 Erin Wolfe, Purchasing Manager

**ITEM III
BID RESPONSE FORM**

Date: 12-8-2022

Bid No: 23-007-2023-PW-009 Construction of Pickleball Courts at Quail Creek Golf Course

Bids Due: Thursday, December 8, 2022, 10:00 A.M.

Description	Lump Sum Cost
Construction of Pickleball Courts at Quail Creek Golf Course	\$114,519.00

Bid will include all labor, materials, equipment, shipping and postage, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within this CONTRACT and scope of work.

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>Addendum 1</u>	<u>11/28/22</u>	_____	_____
<u>Addendum 2</u>	<u>12/1/22</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 8 day of December, 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

American Tennis Courts, Inc.

State of Incorporation

Alabama

Company Representative

Jeffrey M. Nichols

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

Company Representative

[Signature]

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

Address

1272 Boltons Branch Drive

Mobile, AL 36608

Phone Number (251)

476-4714

Fax Number(251)

476-4723

E-mail address

Alex@americancourts.net

AL Contractor's License No.

25891

Foreign Vendor Id

BID PROPOSAL NOTARIZATION:

STATE OF

Alabama

COUNTY OF

Mobile

I, the undersigned authority in and for said State and County, hereby certify that Jeffrey M. Nichols as President, respectively, of American Tennis Courts, Inc., 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 8th day of December, 2022.



NOTARY PUBLIC

Penny LeBlanc-Kasmia

MY COMMISSION EXPIRES

5/26/2024

ITEM IV
CONTRACTOR INFORMATION

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

Bid Number 23-007-2023-PW-009
Construction of Pickleball Courts at Quail Creek Golf Course

Business Organization

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

American Tennis Courts, Inc.
Doing-Business-As Name of CONTRACTOR:

Principal Office Address: 1272 Bolton's Branch Drive
Mobile, AL 36608

LOCAL Telephone Number: 251-476-4714 Toll-Free 1-800-854-1921
LOCAL Fax Number: 251-476-4723
Email address: jeff@americantenniscourts.net
Website: www.americantenniscourts.net

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: March 20 1998
Location of incorporation: Mobile, Alabama
The corporation is held: Publicly
Privately

Partnership Statement

If a partnership, answer the following:

Date of organization: _____
Location of organization: _____
The partnership is: General
Limited

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____
Location of organization: _____
JV CONTRACT recorded? Yes No

Contact: Jeffrey Nichlos Email: jeff@americantenniscourts.net
Phone: 251-476-4714 Fax: 251-476-4723

END OF CONTRACTOR INFORMATION SECTION

ITEM X
BID BOND

The PRINCIPAL (Bidder's name and address)
American Tennis Courts, Inc., 1272 Bolton Branch, Mobile, AL 36606

The OWNER
City of Fairhope
P.O. Drawer 429
Fairhope, AL 36533

The PROJECT for which the Principal's Bid is submitted: (Project name as it appears in the Bid Documents)

PROJECT NO. Bid Number 23-007-2023-PW-009
PROJECT NAME: Construction of Pickleball Courts at Quail Creek Golf Course

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Principal and Surety, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the OWNER in the PENAL SUM of five percent (5%) of the amount of the Principal's bid, but in no event more than TEN THOUSAND DOLLARS (\$10,000.00).

THE CONDITION OF THIS OBLIGATION is that the Principal has submitted to the OWNER the attached bid, which is incorporated herein by reference, for the Project identified above.

NOW, THEREFORE, if, within the terms of the Bid Document, the OWNER accepts the Principal's bid and the Principal thereafter either:

- (a) executes and delivers a Construction Contract with the required Performance and Payment Bonds (each in the for contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents, or fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the OWNER the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the OWNER may award a Construction Contract for the same Work to another Bidder, then, this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the OWNER may accept the Principal's bid, and the Surety does hereby waive notice of any such extension.

SIGNED AND SEALED this 8th day of December, 2022.

ATTEST *Sam Coker* _____
By *Jeffery M. Nichols* _____
American Tennis Courts, Inc.
(Principal (Company))
Jeffery M. Nichols
Print Name and Title

SURETY
ATTEST *Rebecca Ward* _____
By *Erling Riis, III* _____
Merchants National Bonding, Inc.
Surety Company
Erling Riis, III, Attorney-in-Fact
Print Name and Title

CORPORATION

American Tennis Courts, Inc.
Name of Corporation, Partnership, or Joint Venture

Business Mailing Address: 1272 Bolton Branch, Mobile, AL 36606

email Jeff@americantenniscourts.net phone 251 476-4714

BY: [Signature]
(Signature of Officer Authorized to sign Bids
and Contracts for the Firm)
25891
(General Contractor's License Number)
vendors)

President
(Position or Title)

Foreign Corporation Entity Id (Required of out-of-state-

Agent:
[Signature]
(Secretary)

Merchants National Bonding, Inc.
(Name of Surety)

Alabama
(Name of State under the laws of which incorporated)

BY: [Signature]
(Attorney In Fact) Erling Riis, III

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Charlene C Stout; Erling Riis III; Gaylord C Lyon Jr; J William Goodloe III; Joanna L Brinson; Nina Jacobs; O M Otts IV; Rebecca Ward; Roland G Fry Jr; W E Cadden

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.

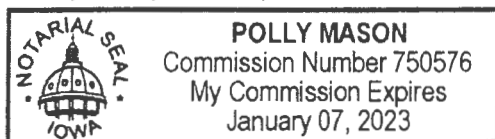


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of December, 2022.



William Warner Jr.
Secretary



AMERICAN SPORTS BUILDERS ASSOCIATION

*Through Its Certification Board
Has Conferred Upon*

Jeffrey Nichols

The Designation

CERTIFIED TENNIS COURT BUILDER



FOR EFFORTS TO RAISE THE PROFESSIONAL
STANDARDS OF TENNIS COURT CONSTRUCTION
AND FOR HAVING SUCCESSFULLY FULFILLED THE
CONDITIONS OF ELIGIBILITY AND PASSED THE
REQUIRED EXAMINATION.

In witness whereof we have set our hands on
this 31st day of December, 2020.

Certification expires: December 31, 2023.

Executive Director

Certification Chairman

A handwritten signature in black ink, appearing to read "Paul Holman", written over a horizontal line.



**AMERICAN TENNIS
COURTS, INC.**



**Any Court.
Any Surface.**

Jeffrey M. Nichols, CTCB

President

(251) 476-4714 (800) 854-1921

Fax (251) 476-4723

1272 Bolton's Branch Dr.

Mobile, AL 36606



jeff@americantenniscourts.net
www.americantenniscourts.net





**AMERICAN
TENNIS
COURTS, INC.**

1272 BOLTONS BRANCH DRIVE
MOBILE, ALABAMA 36606

Bid Date: Thursday, December 8, 2022 10:00 A.M.

General Contractor No. 25891



Sealed Bid

No. 23-007-2023 PW-009
Construction of Pickle ball Courts at Quail
Creek Golf Course

City of Fairhope
555 South Section Street
Fairhope, AL 36532

9:52 12/8/22
WDB

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. 23-010-2023-PW-008F) New Volanta Baseball Field Fencing for the Volanta Park Baseball Project 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
New Volanta Baseball Field Fencing

[3] At the appointed time and place; after evaluating the bids with the required specifications, Cooper Fence Company, LLC is now awarded (Bid No. 23-010-2023-PW-008F) New Volanta Baseball Field Fencing with a total bid proposal budgeted not-to-exceed \$75,950.00.

ADOPTED ON THIS 21ST DAY OF DECEMBER, 2022

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 12/12/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award Bid No. 23-010-2023-PW-008F New Volanta Baseball Field Fencing

Project Location: Volanta Youth Baseball Fields

Presented to City Council: 12/21/2022

Funding Request Sponsor: Richard Johnson, Public Works Director
Pat White, Recreation Director

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 75,950.00

Vendor: Cooper Fence Company, LLC

Project Engineer: n/a

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

DEC 12 2022 10:53 *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: 103-55930
 G/L Acct Name: Volanta Park Baseball Project

Project Budgeted: \$ 75,950.00
 Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ _____

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? _____

<u>Senior Accountant</u>	<u>City Treasurer</u>	<u>Mayor</u>
Purchasing Memo Date: <u>12/9/2022</u>	Purchasing Memo Date: <u>12/9/2022</u>	Delivered To Date: <u>12/12/2022</u>
Request Approved Date: <u>12/12/2022</u>	Request Approved Date: <u>12/12/2022</u>	Approved Date: <u>12/12/2022</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

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

A handwritten signature in black ink that reads "Erin Wolfe".

From: _____
Erin Wolfe, Purchasing Manager

Sherry Sullivan
Mayor

Date: December 9, 2022

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

Re: **Requesting Green Sheet and Approval by City Council to award Bid No. 23-010-2023-PW-008F New Volanta Baseball Field Fencing**

Lisa A. Hanks, MMC
City Clerk

The Director of Public Works, Richard Johnson, and the Director of Parks and Recreation, Pat White, have requested to provide and install perimeter vinyl-coated chain-link fencing and gates for four (4) new youth baseball fields under construction at Volanta Park, located at 803 N. Greeno Road, Fairhope, AL.

Kimberly Creech
City Treasurer

A service bid was issued on November 11, 2022, posted to the City of Fairhope's website, and viewed by 126 of 371 vendors who select to receive e-notifications. Three (3) responsive bids were received at the bid opening on December 8, 2022 at 2:00 p.m.

The Director of Public Works recommends the award be made to **Cooper Fence Company, LLC**. The total recommended bid award price is in the amount of **Seventy-Five Thousand Nine Hundred Fifty Dollars (\$75,950.00)**.

Please prepare a Green Sheet and place on the next City Council Agenda this request to award Bid No. 23-010-2023-PW-008F New Volanta Baseball Field Fencing for \$75,950.00.

Enclosure

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

Cc: Richard Johnson, Pat White, Clint Steadham

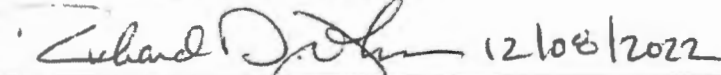
251-928-2136 (p)
251-928-6776 (f)
www.fairhopeal.gov

City of Fairhope Bid Tabulation
 Bid No. 23-010-2023-PW-008F New Volanta Baseball Field Fencing
 Opened December 8, 2022 at 2:00 P.M.

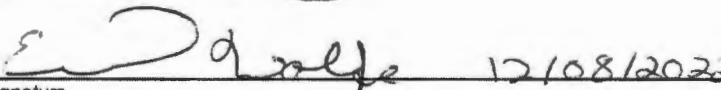
Vendor	Bid Documents Signed / Notarized (Y/N)	Bid Bond	Addendum 1 and 2	Vendor Compliance (Y/N)	Lump Sum Cost
Cooper Fence Company, LLC	Y	Y	Y/Y	Y	\$75,950.00
Gulf Coast Fence Company, Inc.	Y	Y	Y/Y	Y	\$111,156.00
Howell Fencing	Y	Check	Y/Y	Y	\$97,500.00

Recommendation:

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

 12/08/2022

 Signature
 Richard Johnson, Public Works Director

 12/08/2022

 Signature
 Erin Wolfe, Purchasing Manager

**ITEM III
BID RESPONSE FORM**

Date: 12, 07, 2022

Bid No: 23-010-2023-PW-008F New Volanta Baseball Field Fencing

Bids Due: Thursday, December 8, 2022, 2:00 P.M.

Description	Lump Sum Cost
New Volanta Baseball Field Fencing - A lump sum proposal to provide all equipment, tools, labor, materials and incidentals necessary to install perimeter fencing, gates, openings, dugout enclosures and all other appurtenances per the enclosed plans and specifications for four (4) youth baseball fields being constructed at Volanta Park	\$75,950 ⁰⁰

Bid will include all labor, materials, equipment, shipping and postage, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within this CONTRACT and scope of work.

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>12/5/2022</u>	_____	_____
<u>2</u>	<u>12/5/2022</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 7 day of December, 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 Cooper Fence Company, LLC

State of Incorporation Alabama

Company Representative John Cooper
(Representative Authorized to sign Bids and CONTRACTs for the firm Print)

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

Address P.O. Box 2097
Fairhope, AL 36533

Phone Number (251) 367-1980 Fax Number () N/A

E-mail address ap.cooperfence@gmail.com Alabama Contractor's License No. 57264

Foreign Vendor Id —

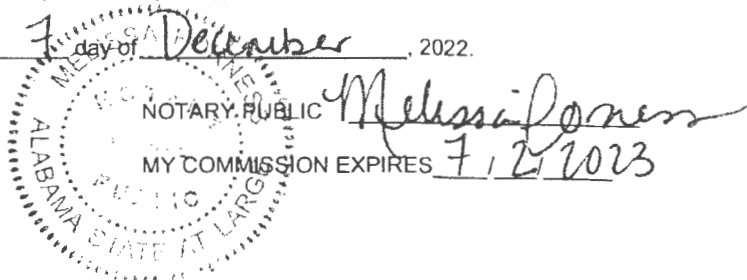
BID PROPOSAL NOTARIZATION:

STATE OF Alabama

COUNTY OF Baldwin

I, the undersigned authority in and for said State and County, hereby certify that John Cooper as Owner respectively, of Cooper Fence Company, 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 7 day of December, 2022.



ITEM IV
CONTRACTOR INFORMATION

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

Bid No. 23-010-2023-PW-008F
New Volanta Baseball Field Fencing

Business Organization

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

Cooper Fence Company, LLC
Doing-Business-As Name of CONTRACTOR:

P.O. Box 2097
Principal Office Address: Fairhope, AL 36533

LOCAL Telephone Number: 251-367-1980 Toll-Free _____
LOCAL Fax Number: N/A
Email address: ap.cooperfence@gmail.com
Website: www.cooperfence.net

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: 11/2011
Location of incorporation: Alabama
The corporation is held: Publicly _____
Privately

Partnership Statement

If a partnership, answer the following:

Date of organization: _____
Location of organization: _____
The partnership is: General _____
Limited _____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____
Location of organization: _____
JV CONTRACT recorded? Yes _____ No _____

Contact: John Cooper Email ap.cooperfence@gmail.com
Phone 251-367-1980 Fax N/A

END OF CONTRACTOR INFORMATION SECTION

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Cooper Fence Co., LLC.,
P.O. Box 2097, Fairhope, AL 36533

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

a corporation duly organized under the laws of the State of Connecticut
as Surety, hereinafter called the Surety,

are held and firmly bound unto **The City of Fairhope, 555 South Section Street, Fairhope, AL.**

as Obligee, hereinafter called the Obligee, in the sum of **5% of the amount bid, not to exceed \$10,000**
for the payment of which sum well and truly, to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for: **Bid # 23-010-2023-PW-008F;**
New Volanta Baseball Field Fencing; Public Works Project No. 2023 PW-008F

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the
Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract
Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor
and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and
give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the
amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to
perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and
effect.

Signed and sealed this **8th** day of **December, 2022**

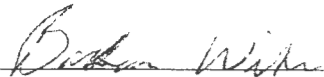
Cooper Fence Co., LLC.

Witness


(Title)

Travelers Casualty and Surety Company of America

Witness



Barbara Winton

Maria A. Davison, Attorney In Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

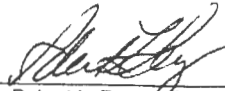
KNOW ALL MEN BY THESE PRESENTS. That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **MARIA A DAVISON** of **MONTROSE Alabama**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

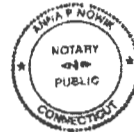
City of Hartford ss.

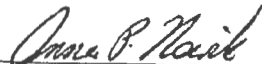
By: 
 Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 8th day of December, 2022




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.



COOPFEN-01

BWINTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2022

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 Thomas, Harrison & Assoc Insurance Agency, Inc. PO Box 507 Montrose, AL 36559	CONTACT NAME: Barbara Winton PHONE (A/C, No, Ext): (251) 621-2180 FAX (A/C, No):
	E-MAIL ADDRESS: cservice@thomas-harrison.net
INSURER(S) AFFORDING COVERAGE	
INSURER A : AUTO-OWNERS INSURANCE	NAIC # 18988
INSURER B : Midwest Employers Casualty & Alacomp	23612
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Cooper Fence Co., LLC
 PO BOX 2097
 Fairhope, AL 36532

COVERAGES **CERTIFICATE NUMBER:** **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 INSD	SUBR 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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			38998856	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5299892200	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5299892201	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			PCAL155000 & 13220	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			38998856	9/1/2022	9/1/2023	Install Coverage 55,000

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

Project: New Voltana Baseball Field Fencing
 As officers Robert G. Cooper & John W. Cooper are excluded on the Workers Compensation
 Voltana Park - 803 N Greeno Rd, Fairhope, AL 36532

CERTIFICATE HOLDER

City of Fairhope
 161 North Section St
 Fairhope, AL 36532

CANCELLATION

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

Marie A. Davison



AGENCY CUSTOMER ID: COOPFEN-01

BWINTON

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Thomas, Harrison & Assoc Insurance Agency, Inc.		NAMED INSURED Cooper Fence Co., LLC PO BOX 2097 Fairhope, AL 36532	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Endorsements

Blanket Additional Insured and Blanket Waiver of Subrogation provisions apply with respect to General Liability and Auto Liability on a Primary & Non-Contributory basis if required by written contract

Blanket Work Comp Waiver of Subrogation applies when required by written contract or agreement.

Umbrella Policy follows form of the underlying policies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PLUS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **EXTENDED WATERCRAFT LIABILITY SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended. Exclusion **g.(2)** is deleted and is replaced by the following exclusion.

- (2) A watercraft you do not own that is:
- (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;

2. **HIRED AUTO AND NON-OWNED AUTO LIABILITY**

Coverage for "bodily injury" and "property damage" liability provided under **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, is extended as follows under this item, but only if you do not have any other insurance available to you which affords the same or similar coverage.

Coverage

We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":

- a. You do not own;
- b. Which is not registered in your name; or
- c. Which is not leased or rented to you for more than ninety consecutive days and which is used in your business.

Exclusions

With respect to only **HIRED AUTO AND NON-OWNED AUTO LIABILITY**, the exclusions which apply to **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, other than the Nuclear Energy Liability Exclusion Endorsement, do not apply. The following exclusions apply to this coverage.

This coverage does not apply to:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
 - b. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
 - c. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) That are, or are contained in any property that is:
 - 1) Being transported or towed by, handled or prepared for placement into or upon, or taken from the "auto";
 - 2) Otherwise in the course of transit by you or on your behalf; or
 - 3) Being disposed of, stored, treated or processed into or upon the "auto";
 - (b) Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or
 - (c) After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned by you or anyone acting on your behalf.
- Paragraph **c.(1)(a)** does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer.

- Paragraphs **c.(1)(b)** and **c.(1)(c)** do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".
- d. "Bodily injury" or "property damage" however caused, arising directly or indirectly, out of:
- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- e. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
- (1) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".
- (2) That the insured would have in the absence of the contract or agreement.
- f. "Property damage" to:
- (1) Property owned or being transported by, or rented or loaned to any insured; or
- (2) Property in the care, custody or control of any insured other than "property damage" to a residence or a private garage by a private passenger "auto" covered by this coverage.
- g. (1) "Bodily injury" to:
- (a) An "employee" of the insured arising out of and in the course of employment by the insured; or
- (b) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **g.(1)(a)**.
- (2) This exclusion applies:
- (a) Whether the insured may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- (3) This exclusion does not apply to:
- (a) Liability assumed by the insured under an "insured contract".
- (b) "Bodily injury" to any "employee" of the insured arising out of and in the course of his or her domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

Who Is An Insured

With respect to only this coverage, **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following provision.

SECTION II - WHO IS AN INSURED

- a. Each of the following is an insured with respect to this coverage.
- (1) You.
- (2) Your partners if you are designated in the Declarations as a partnership or a joint venture.
- (3) Your members if you are designated in the Declarations as a limited liability company.
- (4) Your "executive officers" if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.
- (5) Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.
- b. None of the following is an insured:
- (1) Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment.
- (2) Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:

- (a) Such person; or
 - (b) Any partner or "executive officer" of yours or a member of his or her household; or
 - (c) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".
- (3) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.
 - (4) The owner or lessee (of whom you are a sub-lessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.
 - (5) Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

Additional Definitions

The following definition applies to only this coverage. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

Limits of Insurance

With respect to only this coverage, **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following provision.

SECTION III - LIMITS OF INSURANCE

- a. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
- b. We will pay damages for "bodily injury" or "property damage" up to the limits of liability shown in the Declarations for this coverage. Such damages shall be paid as follows:
 - (1) When Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".
 - (2) When Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:

- (a) The limit shown for Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".
- (b) The limit shown for Property Damage Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

3. BROADENED SUPPLEMENTARY PAYMENTS SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, Paragraph 1.d. is amended.

The amount we will pay for the actual loss of earnings is increased from \$250 per day to \$400 per day.

4. ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT

If the endorsement, EXCLUSION - PRODUCTS COMPLETED OPERATIONS HAZARD, CG 21 04, is not attached to this policy, then the following provision is added to **SECTION III - LIMITS OF INSURANCE**.

Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

5. PERSONAL INJURY EXTENSION

- a. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is attached to this policy, then this provision, 5. PERSONAL INJURY EXTENSION, does not apply.
- b. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is not attached to this policy, then under **SECTION V - DEFINITIONS, 14.** "Personal and advertising injury" is deleted and replaced by the following definition.
 - 14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private

occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement";
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
- h. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

6. BROADENED KNOWLEDGE OF OCCURRENCE SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is amended. The following condition is added.

Paragraphs **a.** and **b.** of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

- a. If the notice of a new claim is given to your "employee"; and
- b. That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply to you or to any officer, director, partner, risk manager or insurance manager of yours.

7. DAMAGE TO PREMISES RENTED TO YOU

a. SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended.

- (1) The last paragraph is deleted and replaced by the following paragraph.
Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **7. DAMAGE TO PREMISES RENTED TO YOU, b. Limits of Insurance.**
- (2) The following additional exclusions apply to "property damage" arising out of water damage to premises rented to you or

temporarily occupied by you with permission of the owner.

- (a) "Property damage" to:
 - 1) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or
 - 2) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.
- (b) "Property damage" caused by or resulting from any of the following:
 - 1) Mechanical breakdown, including bursting or rupture caused by centrifugal force;
 - 2) Cracking, settling, expansion or shrinking;
 - 3) Smoke or smog;
 - 4) Birds, insects, rodents or other animals;
 - 5) Wear and tear;
 - 6) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or
 - 7) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:
 - a) You make a reasonable effort to maintain heat in the building or structure; or
 - b) You drain the equipment and shut off the water supply if the heat is not maintained.
- (c) "Property damage" caused directly or indirectly by any of the following:
 - 1) Water that backs up from a drain or sewer;
 - 2) Mud flow or mudslide;
 - 3) Volcanic eruption, explosion or effusion;
 - 4) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;
 - 5) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not; or
 - 6) Water under the ground surface pressing on, or seeping or flowing through:
 - a) Walls, foundations, floors or paved surfaces;

- b) Basements, whether paved or not; or
 - c) Doors, windows or other openings.
 - (d) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.
- b. Limits of Insurance**
With respect to this coverage only, under **SECTION III - LIMITS OF INSURANCE**, Paragraph 6. is deleted and replaced by the following Paragraph.
6. The most we will pay under Coverage A for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.
- c. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, Paragraph b. is amended. The word fire is amended to include fire, lightning, explosion, smoke or water damage.
- 8. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT**
- a. (1) **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:
 - (a) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
 - (b) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured.
 - (2) This provision applies only with respect to liability for:
 - (a) "Bodily injury";
 - (b) "Property damage"; or
 - (c) "Personal and advertising injury" caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- c. The following provision is added to SECTION III - LIMITS OF INSURANCE.**
The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- 9. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**
- a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:
 - (1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
 - (2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured
 but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
 - b. This provision is subject to the following additional exclusions.
 - (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - (2) Structural alterations, new constructions or demolition operations performed by or on behalf of the additional insured.
 - c. The following provision is added to **SECTION III - LIMITS OF INSURANCE.**
The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- 10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**
SECTION II - WHO IS AN INSURED is amended. Paragraph 3. is deleted and replaced by the following provision.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain

ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**11. BLANKET WAIVER OF SUBROGATION
SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended. The following provision is added to **8. Transfer Of Rights of Recovery Against Others To Us.**

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

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58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive our right to recover payments made for **bodily injury or property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident or loss** which caused the **bodily injury or property damage**.

All other policy terms and conditions apply.

58583 (1-15) Includes copyrighted material of Insurance Services Office, Inc., with its permission. Page 1 of 1

FEIN: 274501066

Cooper Fence Co LLC
21333 State Hwy 181
Fairhope, AL 36532

The Provider: ALABAMA WORKERS' COMPENSATION SELF-INSURANCE FUND (AlaCOMP)

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Sealed Bid

New Volanta Baseball Field Fencing
Public Works Project No. 2023 PW-008F
Bid Number 23-010-2023-PW-008F
City of Fairhope of Baldwin County, AL
555 South Section St
Fairhope, AL 36532

RECEIVED
NOV 28 155
M.N.

Contractor: Cooper Fence Company, LLC
P.O. Box 2097
Fairhope, AL 36533

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. 23-008) for an Annual Contract for Fire Extinguisher Inspection Services 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
Annual Contract for Fire Extinguisher Inspection Services

[3] At the appointed time and place; after evaluating the bids with the required specifications, Fire and Safety Commodities, Inc. is now awarded (Bid No. 23-008) Annual Contract for Fire Extinguisher Inspection Services with a total bid proposal budgeted not-to-exceed \$17,000.00.

[4] The initial contract term would be for one (1) year, with extensions for two (2) additional one (1) year terms.

ADOPTED ON THIS 21ST DAY OF DECEMBER, 2022

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 12/13/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award Bid No. 23-008 Fire Extinguisher Inspection Services

Project Location: City Wide

Presented to City Council: 12/21/2022

Funding Request Sponsor: John Saraceno, Fire Maintenance Supervisor
Richard Johnson, Public Works Director

Resolution # : _____
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 17,000.00 (Not-to-Exceed)

Vendor: Fire and Safety Commodities

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Sewer 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-18
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 XXX

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

Project Budgeted: \$ 17,000.00
Balance Sheet Item-
Included in projected cash flow

Over (Under) budget amount: \$ -

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

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

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

Capital Lease: _____ - Payment _____ Term _____

Comments: The initial Contract term would be for one (1) year, with extensions for two (2) Additional one (1) year terms.

City Council Prior Approval/Date? _____

Senior Accountant City Treasurer Mayor

Purchasing Memo Date: 11/30/2022 Purchasing Memo Date: 11/30/2022 Delivered To Date: 12/13/2022

Request Approved Date: 12/13/2022 Request Approved Date: 12/13/2022 Approved Date: 12/13/2022

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



MEMO


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

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

From: 
Erin Wolfe, Purchasing Manager

Date: December 13, 2022

Re: **Requesting Green Sheet and Approval by City Council to award Bid No. 23-008 Fire Extinguisher Inspection Services**

The Fire Maintenance Supervisor, John Saraceno, has requested an annual contract for fire extinguisher inspection services.

Bid No. 23-008 Fire Extinguisher Inspection Services was issued on October 30, 2022, posted to the City website, and viewed by 124 of 368 vendors who select to receive e-notifications. Four (4) responsive bids were received at the bid opening on November 18, 2022 at 10:00 a.m.

The Fire Maintenance Supervisor recommends the award be made **Fire and Safety Commodities** 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. **The not-to-exceed annual amount of the contract would be for Seventeen Thousand Dollars (\$17,000.00).**

Please prepare a Green Sheet and place on the next City Council Agenda this request to award the contract for Bid No. 23-008 Fire Extinguisher Inspection Services to Fire and Safety Commodities, Inc for the Not-to-Exceed Annual Amount of \$17,000.00.

Enclosure

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

Cc: John Saraceno, Clint Steadham

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

City of Fairhope Bid Tabulation
 Bid No. 23-008 Fire Extinguisher Inspection Services
 Opened November 16, 2022 at 10:00 A.M.

		Fire and Safety Commodities, Inc.	Fire and Safety Commodities, Inc.	R. Carter & Associates, Inc. (RCA Inc)	R. Carter & Associates, Inc. (RCA Inc)	Safety Extinguisher LLC	Safety Extinguisher LLC	VSC Fire & Security, Inc.	VSC Fire & Security, Inc.	
	Bid Documents Signed / Notarized (Y/N)	Y		Y		Y		Y		
	Vendor Compliance (Y/N)	Y		Y		Y		Y		
	Addendum 1 (Y/N)	Y		Y		Y		Y		
	Bid Form Items	2021 Estimated Quantities	Price per Unit	Extended Pricing	Price per Unit	Extended Pricing	Price per Unit	Extended Pricing	Price per Unit	Extended Pricing
1	Annual Inspections (Sticker Tags on all extinguishers exposed to elements)	527	\$3.00	\$1,581.00	\$5.00	\$2,635.00	\$7.00	\$3,689.00	\$4.00	\$2,108.00
2	2.5# ABC, BC Recharge		\$5.00		\$15.00		\$14.00		\$32.00	
3	5# ABC, BC Recharge	4	\$75.00	\$300.00	\$20.00	\$80.00	\$17.00	\$68.00	\$32.00	\$128.00
4	10# ABC, BC Recharge	9	\$30.00	\$270.00	\$25.00	\$225.00	\$20.00	\$180.00	\$35.00	\$315.00
5	20# ABC, BC Recharge	2	\$20.00	\$40.00	\$35.00	\$70.00	\$31.00	\$62.00	\$40.00	\$80.00
6	2.5# Halatron Recharge		\$5.00		\$198.00*		\$18.00		\$204.00	
7	5# Halatron Recharge		\$5.00		\$357.00*		\$22.00		\$340.00	
8	11# Halatron Recharge		\$5.00		\$695.00*		\$28.00		\$702.00	
9	30# Class D Recharge		\$5.00		\$285.00		\$32.00		\$1,065.00	
10	2.5 Gallon Recharge H2O	2	\$5.00	\$10.00	\$22.00	\$44.00	\$15.00	\$30.00	\$13.00	\$26.00
11	5# CO2 Recharge	6	\$5.00	\$30.00	\$9.00	\$54.00	\$18.00	\$108.00	\$30.00	\$180.00
12	10# CO2 Recharge	4	\$10.00	\$40.00	\$10.00	\$40.00	\$22.00	\$88.00	\$30.00	\$120.00
13	20# CO2 Recharge	1	\$10.00	\$10.00	\$20.00	\$20.00	\$28.00	\$28.00	\$12.00	\$12.00
14	2.5# ABC, BC Six (6) Year	4	\$8.00	\$32.00	\$25.00	\$100.00	\$19.00	\$76.00	\$12.00	\$48.00
15	5# ABC, BC Six (6) Year	5	\$10.00	\$50.00	\$35.00	\$175.00	\$22.00	\$110.00	\$12.00	\$60.00
16	10# ABC, BC Six (6) Year	1	\$12.00	\$12.00	\$45.00	\$45.00	\$25.00	\$25.00	\$12.00	\$12.00
17	20# ABC, BC Six (6) Year	1	\$40.00	\$40.00	\$60.00	\$60.00	\$36.00	\$36.00	\$12.00	\$12.00
18	ABC, BC Six (6) Year		NO BID		NO BID		\$6.00		\$12.00	
19	2.5# Halatron Six (6) Year		\$5.00		\$198.00*		\$6.00		\$204.00	
20	5# Halatron Six (6) Year	1	\$10.00	\$10.00	\$357.00*	\$357.00	\$10.00	\$10.00	\$340.00	\$340.00
21	11# Halatron Six (6) Year		\$5.00		\$695.00*		\$22.00		\$702.00	
22	2.5# Hydro BC ABC		\$5.00		\$35.00*		\$24.00		\$20.00	
23	5# Hydro BC ABC	4	\$12.00	\$48.00	\$45.00*	\$180.00	\$28.00	\$112.00	\$20.00	\$80.00
24	10# Hydro BC ABC		\$15.00		\$60.00		\$29.00		\$20.00	
25	20# Hydro BC ABC		\$15.00		\$80.00		\$40.00		\$20.00	
26	10# Hydro CO2		\$10.00		\$45.00		\$18.00		\$20.00	
27	20# Hydro CO2	1	\$10.00	\$10.00	\$45.00	\$45.00	\$28.00	\$28.00	\$369.00	\$369.00
28	30# Class D Hydro		\$5.00		\$40.00		\$32.00		\$1,065.00	
29	2.5 Gallon Hydro H2O	10	\$5.00	\$50.00	\$25.00	\$250.00	\$27.00	\$270.00	\$142.00	\$1,420.00
30	2.5# Halatron Hydro		\$10.00		\$198.00*		\$24.00		\$204.00	
31	5# Halatron Hydro		\$10.00		\$357.00*		\$27.00		\$340.00	
32	11# Halatron Hydro		\$10.00		\$695.00*		\$32.00		\$702.00	

33	New ABC, BC 2.5#	13	\$28.00	\$364.00	\$35.00	\$455.00	\$52.00	\$676.00	\$41.00	\$533.00
34	New ABC, BC 5#	22	\$35.00	\$770.00	\$45.00	\$990.00	\$75.00	\$1,650.00	\$51.00	\$1,122.00
35	New ABC, BC 10#	17	\$60.00	\$1,020.00	\$75.00	\$1,275.00	\$95.00	\$1,615.00	\$82.00	\$1,394.00
36	New ABC, BC 20#	3	\$115.00	\$345.00	\$140.00	\$420.00	\$165.00	\$495.00	\$147.00	\$441.00
37	New 6L K Class	3	\$180.00	\$540.00	\$210.00	\$630.00	\$245.00	\$735.00	\$229.00	\$687.00
38	New CO2 5#		\$130.00		\$148.00		NO BID		\$201.00	
39	New CO2 10#		\$192.00		\$209.00		NO BID		\$282.00	
40	New CO2 15#		\$230.00		\$253.00		NO BID		\$342.00	
41	New CO2 20#		\$285.00		\$308.00		NO BID		\$415.00	
42	New Halatron 2.5#		\$140.00		\$198.00		NO BID		\$204.00	
43	New Halatron 5#		\$230.00		\$357.00		\$225.00		\$340.00	
44	New Halatron 11#		\$475.00		\$695.00		\$465.00		\$702.00	
45	Valve		NO BID		\$11.00		\$12.00		\$4.50	
46	Gauge		\$6.00		\$10.00		\$9.00		\$4.50	
47	Suppression System Service	6	\$100.00	\$600.00	\$95.00**	\$570.00	\$95.00	\$570.00	\$150.00	\$900.00
48	Fusible Links	30	\$15.00	\$450.00	\$10.00	\$300.00	\$12.00	\$360.00	\$6.00	\$180.00
49	Pins		\$1.00		\$1.00		\$2.00		\$0.50	
50	Hood Cleaning per Sq Ft.	392	\$15.00	\$5,880.00	\$15.00	\$5,880.00	\$9.50	\$3,724.00	\$36.00	\$14,112.00
51	Hood Cleaning per Each Nozzle		NO BID		Included with Above		NO BID		\$54.00	
52	O Ring		Included		Included		Included		Included	
	TOTAL (Items 1-51)									
	Pickup/Delivery Charge (Pre Round Trip)		\$25.00		\$75.00		NO BID		\$65.00	
	Service Charge for Callouts Other Than Annual Inspection		\$25.00		\$70.00***		\$45.00		\$67.00	
	Total			\$12,902.00		\$14,900.00		\$14,745.00		\$24,679.00

- * Comment: New
- ** Comment: 1st Cylinder
- *** Comment: \$70.00/hour ST - 2 hour minimum; \$112.00/hour OT - 4 hour minimum

Recommendation:

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

Signature

 John Saraceno, Fire Maintenance Supervisor

Signature
 Erin Wolfe, Purchasing Manager

**ITEM III
BID RESPONSE FORM**

Date: 11 / 17 / 2022

Bid No: 23-008 Fire Extinguisher Inspection Services

Bids Due: Tuesday, November 15, 2022, 2:00 P.M

Annual Inspection Costs		
	Item	Price per Unit
1	Annual Inspections (Sticker Tags on all extinguishers exposed to elements)	\$ 3 ⁰⁰
2	2.5# ABC, BC Recharge	\$ 5 ⁰⁰
3	5# ABC, BC Recharge	\$ 75 ⁰⁰
4	10# ABC, BC Recharge	\$ 30 ⁰⁰
5	20# ABC, BC Recharge	\$ 70 ⁰⁰
6	2.5# Halatron Recharge	\$ 5 ⁰⁰
7	5# Halatron Recharge	\$ 5 ⁰⁰
8	11# Halatron Recharge	\$ 5 ⁰⁰
9	30# Class D Recharge	\$ 5 ⁰⁰
10	2.5 Gallon Recharge H2O	\$ 5 ⁰⁰
11	5# CO2 Recharge	\$ 5 ⁰⁰
12	10# CO2 Recharge	\$ 10 ⁰⁰
13	20# CO2 Recharge	\$ 10 ⁰⁰
14	2.5# ABC, BC Six (6) Year	\$ 8 ⁰⁰
15	5# ABC, BC Six (6) Year	\$ 10 ⁰⁰
16	10# ABC, BC Six (6) Year	\$ 12 ⁰⁰
17	20# ABC, BC Six (6) Year	\$ 40 ⁰⁰
18	ABC, BC Six (6) Year	—
19	2.5# Halatron Six (6) Year	\$ 5 ⁰⁰
20	5# Halatron Six (6) Year	\$ 10 ⁰⁰

21	11# Halatron Six (6) Year	H 5 ⁰⁰
22	2.5# Hydro BC ABC	H 5 ⁰⁰
23	5# Hydro BC ABC	H 12 ⁰⁰
24	10# Hydro BC ABC	H 15 ⁰⁰
25	20# Hydro BC ABC	H 15 ⁰⁰
26	10# Hydro CO2	H 10 ⁰⁰
27	20# Hydro CO2	H 10 ⁰⁰
28	30# Class D Hydro	H 5 ⁰⁰
29	2.5 Gallon Hydro H2O	H 5 ⁰⁰
30	2.5# Halatron Hydro	H 10 ⁰⁰
31	5# Halatron Hydro	H 10 ⁰⁰
32	11# Halatron Hydro	H 10 ⁰⁰
33	New ABC, BC 2.5#	H 28 ⁰⁰
34	New ABC, BC 5#	H 35 ⁰⁰
35	New ABC, BC 10#	H 60 ⁰⁰
36	New ABC, BC 20#	H 115 ⁰⁰
37	New 6L K Class	H 180 ⁰⁰
38	New CO2 5#	H 130 ⁰⁰
39	New CO2 10#	H 190 ⁰⁰
40	New CO2 15#	H 230 ⁰⁰
41	New CO2 20#	H 285 ⁰⁰
42	New Halatron 2.5#	H 140 ⁰⁰
43	New Halatron 5#	H 230 ⁰⁰
44	New Halatron 11#	H 475 ⁰⁰
45	Valve	—
46	Gauge	H 6 ⁰⁰
47	Suppression System Service	H 100 ⁰⁰
48	Fusible Links	H 15 ⁰⁰

49	Pins	\$ 1.00
50	Hood Cleaning per Sq Ft.	\$ 15.00
51	Hood Cleaning per Each Nozzle	_____
52	O Ring	Included
	TOTAL (Items 1-51)	2,611.00
	Pickup/Delivery Charge (Pre Round Trip)	25.00
	Service Charge for Callouts Other Than Annual Inspection	25.00

Bid will include all labor, materials, equipment, shipping and postage, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within this CONTRACT and scope of work.

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>11/14/2022</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 19 day of November, 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 FIRE AND Safety Commodities, Inc

State of Incorporation Louisiana

Company Representative Derek Johnson
(Representative Authorized to sign Bids and CONTRACTs for the firm Print)

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

Address 8370 Spanish FORT Blvd
Spanish FORT, AL 36527

Phone Number (251) 520-3473 Fax Number() _____

E-mail address _____ AL 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 Derek Johnson, as respectively, of FIRE AND Safety Commodities, 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 17th day of November, 2022.

NOTARY PUBLIC [Signature]
MY COMMISSION EXPIRES 9/12/2026

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):

FIRE & Safety Commodities, Inc
Doing-Business-As Name of CONTRACTOR:

Principal Office Address: 245 WoodLAND DR
Laplace, LA 70068

LOCAL Telephone Number: 844-465-5994 Toll-Free _____

LOCAL Fax Number: _____

Email address: firesafetyinc.net
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: 1/6/1982
Location of incorporation: Louisiana
The corporation is held: Publicly _____
Privately X

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: Justin Sturm Email Justin@firesafetyinc.net

Phone 251-305-5459 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.

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



FIRE&SA-02

SBRADBURY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/8/2022

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 License # 231432 Hub International Gulf South 3510 N. Causeway Boulevard Suite 300 Metairie, LA 70002	CONTACT NAME: PHONE (A/C, No, Ext): (800) 256-2842 FAX (A/C, No): (504) 834-2995 E-MAIL ADDRESS:		
INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Everest Indemnity Insurance Company		10851
	INSURER B : Houston Specialty Insurance Company		12936
	INSURER C : Redwood Fire and Casualty Insurance Company		11673
	INSURER D :		
INSURER E :			
INSURER F :			

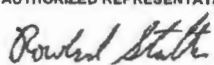
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			51GL014997221	3/1/2022	3/1/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	X AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			HSLR180739202	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	X UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			51CC005574221	3/1/2022	3/1/2023	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
C	X 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	N/A	FIWC318775	3/1/2022	3/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							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 555 South Section Street Fairhope, AL 36532	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 
---	---



ADDITIONAL REMARKS SCHEDULE

AGENCY Hub International Gulf South		License # 231432	NAMED INSURED Fire & Safety Commodities, Inc. 245 Woodland Drive LaPlace, LA 70068
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

ADDITIONAL COVERAGE INFORMATION:

AUTOMOBILE:

Blanket Additional Insured, where required by written contract.
Blanket Waiver of Subrogation, where required by written contract.
Primary Insurance Clause, where required by written contract.
30 Day Notice of Cancellation, where required by written contract.

GENERAL LIABILITY:

Includes Contractual Liability.
Blanket Additional Insured, where required by written contract.
Blanket Waiver of Subrogation, where required by written contract.
Primary and Non-Contributory, where required by written contract.
30 Day Notice of Cancellation, where required by written contract.

WORKERS COMPENSATION/EMPLOYERS LIABILITY:

Officers/Owners Excluded - Mace Bourgeois and Sage Bourgeois
Blanket Waiver of Subrogation, where required by written contract.
30 Day Notice of Cancellation, where required by written contract.

UMBRELLA:

Follows Form to underlying policies.
Follows Form blanket additional insured as required by written contract
Follows Form blanket waiver of subrogation as required by written contract
Primary Insurance Clause, where required by written contract.

30 Day notice of cancellation, except 10 days for non payment of premium.



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 2:00 P.M. Tuesday, November 15, 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 23-008
Fire Extinguisher Inspection Services

The City of Fairhope is seeking an experienced Contractor for the annual inspection, testing, maintenance, and service of all fire extinguishers throughout the City of Fairhope government buildings.

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, November 14, 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. 23-008
FIRE EXTINGUISHER INSPECTION
SERVICES

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.: 23-008
NAME: FIRE EXTINGUISHER INSPECTION SERVICES

1.02 SUMMARY

The City of Fairhope is seeking an experienced Contractor for the annual inspection, testing, maintenance, and service of all fire extinguishers throughout the City of Fairhope government buildings.

1.03 BID DEADLINE

Bids will be received until **2:00 P.M. local time, Tuesday, November 15, 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, November 14, 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, November 14, 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. 23-008 Fire Extinguisher Inspection Services

The City of Fairhope is seeking an experienced Contractor for the annual inspection, testing, maintenance, and service of all fire extinguishers throughout the City of Fairhope government buildings.

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

Scope of work will include the following:

- Once yearly inspection and tagging/labeling of all existing City of Fairhope fire extinguishers. Inspections shall occur on, or immediately prior to the "Inspection Date" for each extinguisher.
- Exchange and install new fire extinguishers suitable for type of hazard being protected.
- 6-year maintenance and Hydrostatically testing as necessary.
- All fire suppression systems will be inspected and tested up to and including fusible links and tagging of the system with current year tag.
- Re-charge existing fire extinguishers as required, in accordance with manufacturer's recommendations with materials suitable for the type of hazard being protected.
- All existing hood systems will be cleaned and inspected for proper operation.

All work shall be in accordance with National Fire Protection Association (NFPA) Code, the State of Alabama Fire Code, and all City of Fairhope regulations.

Service Contractor shall be certified and hold a valid permit from the State of Alabama Fire Marshall (a copy of a valid permit must be included in the bid documents).

The work shall be performed by qualified technicians that have met the training requirements established by the State of Alabama Fire Marshall.

Pricing shall include all travel time and expenses.

It is the intent of the City to award this contract for 36 months (3 Years). The pricing shall apply for all three (3) years.

The City of Fairhope's normal hours of operation are 7:00 a.m. to 4:00 p.m. Vendor shall adhere to the hours of operation to accommodate effective and timely communications.

SEALED Bid

FIRE Extinguisher Inspection
Services

City OF Fairhope

NO. 23-008

Public Utilities Bldg
555 South Section St.
Fairhope, AL 36532

RECEIVED
827 1/11/18
NN

FIRE AND Safety Commodities
8270 Spanish Fort Blvd.
Spanish Fort, AL 36527



CITY OF FAIRHOPE
PURCHASING DEPARTMENT
PROJECT REQUEST FORM

Requestor: John Saraceno Department: Fire
Project Name: Annual Fire Extinguisher service
Project Description: Inspecting and servicing all city owned Fire Extinguishers
Project Category: X Bid Professional Service Other:
Budget Amount: 15,000 Budget Code:
Budgeted for Current FY: X Yes No

BID INFORMATION

Bid Duration: 2 weeks Project Duration: 10 days
Engineer of Record:
Pre-Bid Meeting: No X Yes X Mandatory Non-Mandatory
Scope of Work Provided By: Safety Extinguishers Contract Extensions: No Yes
Project Manager: John Saraceno
Insurance Requirements: Minimum Maximum
Bonds: Bid Performance Labor & Materials
Related Bids/RF's

FORCE ACCOUNT INFORMATION

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

SIGNATURES

Requestor: [Signature] Senior Accountant: Aislinn Stone
City Treasurer: Kimberly Creech Mayor: [Signature]

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 Annual Renewal of Firewall Support/Subscriptions for the IT Department; purchased through Omnia Partners Public Sector (Contract Number #2018011-02) to SHI International Corp., and therefore does not have to be let out to bid. Renewal budgeted at \$35,500.00, price increased \$15,077.16, for a total cost not-to-exceed \$50,577.16.

ADOPTED ON THIS 21ST DAY OF DECEMBER, 2022

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 12/12/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Annual Renewal of Firewall Support and Subscriptions

Project Location: IT Dept

Presented to City Council: 12/21/2022

Funding Request Sponsor: Jeff Montgomery, Director of Information Technology

Resolution #: Approved _____

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 50,577.16 (Not-to-Exceed)

Vendor: SHI International Corp

\$ _____ DEC 18 2022 [Signature]

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

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

Project Budgeted: \$ 35,500.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ 15,077.16

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

Includes Palo Alto Network GlobalProtect, DNS Security, Wildfire, Subscription Advanced URL Filtering, Threat Prevention, and Premium Support Renewal.

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 12/8/2022

Purchasing Memo Date: 12/8/2022

Delivered To Date: 12/12/2022

Request Approved Date: 12/12/2022

Request Approved Date: 12/12/2022

Approved Date: 12/12/2022

Signatures: Aislinn Stone
Aislinn Stone

Kim Creech
Kim Creech

Mayor Sherry Sullivan
Mayor Sherry Sullivan



MEMO


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

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

From: 
Erin Wolfe, Purchasing Manager

Date: December 8, 2022

Re: **Green Sheet and City Council Approval for the Annual Renewal of
Firewall Support/Subscriptions**

The I.T. Director, Jeff Montgomery, requests approval to procure the annual renewal of support/subscriptions for the firewall.

The renewal will include Palo Alto Network GlobalProtect subscription, DNS Security subscription, Wildfire subscription, Subscription Advanced URL Filtering, Threat Prevention subscription, and Premium Support Renewal for January 2, 2023- January 2, 2024. The total cost for the year will be Fifty Thousand Five Hundred Seventy-Seven Dollars and Sixteen Cents (\$50,577.16).

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.

This renewal was originally budgeted at \$35,500.00, but the price was increased by \$15,077.16, for a total of \$50,577.16.

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 for the Annual Renewal of Firewall Support/Subscriptions at a cost of \$50,577.16.

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

I'm going to see what I can do here, but it looks like Palo increased their pricing by a lot.



Pricing Proposal

Quotation #: 22840295
Description: Palo Alto Networks Renewal 2
Reference #: 12/7/2022
Created On: Dec-07-2022
Valid Until: Jan-05-2023

AL-City of Fairhope

Jeff Montgomery
555 South Section street
P.O. Drawer 429
Fairhope, Al 36533
UNITED STATES
Phone: (251) 990-0135
Fax:
Email: jeff.montgomery@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 GlobalProtect subscription for device in an HA pair renewal, PA-3250 Palo Alto Networks - Part#: PAN-PA-3250-GP-HA2-R Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Serial #: 016301005633 Coverage Term: Jan-02-2023 – Jan-02-2024 Note: Palo Alto - 1-year Renewal	1	\$3,570.00	\$3,570.00
2 DNS Security subscription for device in an HA pair renewal, PA-3250 Palo Alto Networks - Part#: PAN-PA-3250-DNS-HA2-R Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Serial #: 016301005633 Coverage Term: Jan-02-2023 – Jan-02-2024 Note: Palo Alto - 1-year Renewal	1	\$3,570.00	\$3,570.00
3 WildFire subscription for device in an HA pair renewal, PA-3250 Palo Alto Networks - Part#: PAN-PA-3250-WF-HA2-R Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Serial #: 016301005633 Coverage Term: Jan-02-2023 – Jan-02-2024 Note: Palo Alto - 1-year Renewal	1	\$3,570.00	\$3,570.00
4 Subscription Advanced URL Filtering, 1-year, PA-3250, HA Pair Renewal Palo Alto Networks - Part#: PAN-PA-3250-ADVURL-HA2-R Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Serial #: 016301005633 Coverage Term: Jan-02-2023 – Jan-02-2024 Note: Palo Alto - 1-year Renewal	1	\$6226.74	\$6,226.74
5 Threat prevention subscription for device in an HA pair renewal, PA-3250 Palo Alto Networks - Part#: PAN-PA-3250-TP-HA2-R Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Serial #: 016301005633 Coverage Term: Jan-02-2023 – Jan-02-2024	1	\$3,570.00	\$3,570.00

Note: Palo Alto - 1-year Renewal

6	Premium support renewal, PA-3250 Palo Alto Networks - Part#: PAN-SVC-PREM-3250-R Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Serial #: 016301005633 Coverage Term: Jan-02-2023 – Jan-02-2024 Note: Palo Alto - 1-year Renewal	1	\$4,724.21	\$4,724.21
7	Subscription Advanced URL Filtering, 1-year, PA-3250, HA Pair Renewal Palo Alto Networks - Part#: PAN-PA-3250-ADVURL-HA2-R Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Serial #: 016301005688 Coverage Term: Jan-02-2023 – Jan-02-2024 Note: Palo Alto - 1-year Renewal	1	\$6,300.00	\$6,300.00
8	Threat prevention subscription for device in an HA pair renewal, PA-3250 Palo Alto Networks - Part#: PAN-PA-3250-TP-HA2-R Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Serial #: 016301005688 Coverage Term: Jan-02-2023 – Jan-02-2024 Note: Palo Alto - 1-year Renewal	1	\$3,612.00	\$3,612.00
9	Premium support renewal, PA-3250 Palo Alto Networks - Part#: PAN-SVC-PREM-3250-R Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Serial #: 016301005688 Coverage Term: Jan-02-2023 – Jan-02-2024 Note: Palo Alto - 1-year Renewal	1	\$4,724.21	\$4,724.21
10	GlobalProtect subscription for device in an HA pair renewal, PA-3250 Palo Alto Networks - Part#: PAN-PA-3250-GP-HA2-R Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Serial #: 016301005688 Coverage Term: Jan-02-2023 – Jan-02-2024 Note: Palo Alto - 1-year Renewal	1	\$3,570.00	\$3,570.00
11	DNS Security subscription for device in an HA pair renewal, PA-3250 Palo Alto Networks - Part#: PAN-PA-3250-DNS-HA2-R Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Serial #: 016301005688 Coverage Term: Jan-02-2023 – Jan-02-2024 Note: Palo Alto - 1-year Renewal	1	\$3,570.00	\$3,570.00
12	WildFire subscription for device in an HA pair renewal, PA-3250 Palo Alto Networks - Part#: PAN-PA-3250-WF-HA2-R Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Serial #: 016301005688 Coverage Term: Jan-02-2023 – Jan-02-2024 Note: Palo Alto - 1-year Renewal	1	\$3,570.00	\$3,570.00

Total \$50,577.16

Additional Comments

Palo Alto has a no returns policy.

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

SHI SPIN: #143012572

SHI-GS SPIN (For Texas customers ONLY): #143028315

For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects

reimbursement claim in whole or in part.

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 PURCHASING REQUEST FORM

Name: Jeff Montgomery

Date: 12/7/22

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.	SHI	\$	50577.16
2.	Click or tap here to enter text.	\$	
3.	Click or tap here to enter text.	\$	

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? Renewal
2. What is the total cost of the item or service? 50577.16
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): SHI 1024
6. Vendor Number: 1024

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? 35500
3. Budget code: 001160-50300

**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 for the conversion of Munis from on premises services to SaaS (Software as a Service) for the IT Department from Tyler Technologies as Sole Source Provider in the State of Alabama; exempt from formal bid pursuant to the Code of Alabama 1975, Section 41-16-51(13). Recurring fees for SaaS will be \$104,640.00 a year for three (3) years, plus one-time fees of \$4,000.00, (FY2023-\$108,640.00, FY2024-\$104,640.00, and FY2025-\$104,640.00) for a budgeted total cost not-to-exceed the amount of \$317,920.00.

ADOPTED ON THIS 21ST DAY OF DECEMBER, 2022

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 12/12/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Convert Munis from On Premises to SaaS (Software as a Service)

Project Location: City

Presented to City Council: 12/21/2022

Funding Request Sponsor: Jeff Montgomery, Director of Information Technology

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:

Cost: \$ 108,640.00 (FY2023)
(\$104,640 in FY24 and FY25)

Vendor: Tyler Technologies

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

DEC 13 '22 AM 10:31 [Signature]

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-26 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-50300
G/L Acct Name: Computer Expense

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

Project Budgeted: \$ 125,893.80
Balance Sheet Item Included in projected cash flow

Over (Under) budget amount: \$ (17,253.80)

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

FY2023	\$108,640
FY2024	\$104,640
FY2025	\$104,640
Total	\$317,920

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 12/8/2022

Purchasing Memo Date: 12/8/2022

Delivered To Date: 12/12/2022

Request Approved Date: 12/12/2022

Request Approved Date: 12/12/2022

Approved Date: 12/12/2022

Signatures:

[Signature] Aislinn Stone

[Signature] Kim Creech

[Signature] Mayor Sherry Sullivan



MEMO


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

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

From: 
Erin Wolfe, Purchasing Manager

Date: December 8, 2022

Re: **Green Sheet and City Council Approval to Convert Munis from On Premises to SaaS (Software as a Service)**

The I.T. Director, Jeff Montgomery, requests approval to convert the Munis Financial System from on premises to SaaS (Software as a Service). This conversion will move the Munis servers from on-site to be hosted by Tyler Tech on their site.

The recurring fees for the SaaS will be One Hundred Thousand Six Hundred Forty Dollars (\$104,640.00) a year for three (3) years, plus one-time fees of Four Thousand Dollars (\$4,000.00) for a total of Three Hundred Seventeen Thousand Nine Hundred Twenty Dollars (\$317,920.00).

Tyler Technologies is the Sole Source provider for the Munis Software.

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 for the conversion of the Munis from on premises services to SaaS (Software as a Service) for \$317,920.00.

CC: Jeff Montgomery, Clint Steadham

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

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



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Fairhope.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such

software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to

supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts

to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
- 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services

in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. **Intellectual Property Infringement Indemnification.**
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN**

RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a

copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all

traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Third Party Terms Schedule 1: Hyperlinked Terms Schedule 2: DocOrigin Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Fairhope

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Fairhope
161 North Section Street
Fairhope, Alabama 36532
Attention: _____



Exhibit A Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

Tyler sales quotation to be inserted on the following pages.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: Brad Reed
 Quote Expiration: 12/31/22
 Quote Name: City of Fairhope - ERP - Munis SaaS
 Quote Description: Munis SaaS
 SaaS Term: 3.00

Sales Quotation For:
 City of Fairhope
 161 N Section St
 Fairhope AL 36532-2426
 Phone: +1 (251) 928-2136

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting/GL/BG/AP	1	0	\$ 5,511.00
Bid Management	1	0	\$ 1,025.00
BMI Asset Track Interface	1	0	\$ 1,025.00
Capital Assets	1	0	\$ 2,050.00
Cash Management	1	0	\$ 1,281.00
Contract Management	1	0	\$ 839.00
eProcurement	1	0	\$ 1,281.00
Inventory	1	0	\$ 2,050.00
Project & Grant Accounting	1	0	\$ 1,538.00
Purchase Orders	1	0	\$ 2,050.00
Requisitions	1	0	\$ 1,281.00
Human Resources Management			
Human Resources & Talent Management	1	0	\$ 4,928.00
Payroll w/ESS	1	0	\$ 7,742.00
Recruiting	1	0	\$ 1,123.00

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Revenue Management			
Accounts Receivable	1	0	\$ 1,794.00
Business Licenses	1	0	\$ 1,738.00
Cashiering	1	0	\$ 2,796.00
Central Property File	1	0	\$ 330.00
Permits & Code Enforcement	1	0	\$ 3,570.00
Utility Billing CIS	1	0	\$ 5,296.00
CMC Services			
Citizen Self Service (Tyler Hosted)	1	0	\$ 1,794.00
Parks and Recreation	1	0	\$ 3,525.00
Enterprise Asset Management			
Asset Maintenance - Site License	1	0	\$ 2,563.00
Content Management			
Content Manager Core	1	0	\$ 4,193.00
Data Insights			
Role Tailored Dashboard	1	0	\$ 1,281.00
Tyler Reporting Services (Microsoft SQL Server)	1	0	\$ 2,562.00
Additional			
Enterprise ERP Office	1	0	\$ 1,281.00
Forms Processing	1	0	\$ 3,716.00
GASB 34 Report Writer	1	0	\$ 3,354.00
GIS	1	0	\$ 1,123.00
Subscription Fees			
Concurrent Users	30	0	\$ 30,000.00
TOTAL		0	\$ 104,640.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Planning Services	1	\$ 4,000.00	\$ 0.00	\$ 4,000.00	\$ 0.00
TOTAL				\$ 4,000.00	\$ 0.00

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Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 104,640.00
Total Tyler Services	\$ 4,000.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 4,000.00	\$ 104,640.00
Contract Total	\$ 317,920.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments
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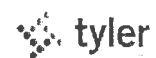
Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be Invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred. Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

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Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler Content Manager SE includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

The SaaS fees for product that are not named users are based on 30 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1099M, 1099INT, 1099S, and 1099G.

Business license library includes: standard business license and standard renewal application.

Citizen Self-Service (Tyler Hosted) SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Permits library includes: standard Building permit, standard Trades permit, standard Zoning permit and standard certificate of occupancy/completion.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.



Exhibit B Invoicing and Payment Policy

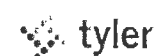
We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the best practice recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

- 2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
- 3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Exhibit A and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting



AR@tylertech.com.



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned

Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. **Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

*Response and Resolution Targets may differ by product or business need

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Third Party Terms

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Exhibit D
Schedule 1
Hyperlinked Terms



Exhibit D
Schedule 2
DocOrigin Terms

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DocOrigin

SOFTWARE LICENSE

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("Agreement" or "EULA") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "You") and Eclipse Corporation WSL, Inc. referred to in this EULA as Eclipse Corporation, for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "Software"). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. If you receive the Software under separate terms from your distributor, those terms will take precedence over any conflicting terms of this EULA.

By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER

1. LICENSE TERMS

- 1.1** In this Agreement a "License Key" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by Eclipse Corporation, designed to provide unlocked access to the Software and its functionality.
- 1.2** **Evaluation License.** Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from www.docorigin.com on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "Evaluation Period"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that Eclipse Corporation will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For greater certainty, any document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.
- 1.3** **Development and Testing Licenses.** Development and testing licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide

non-sub license able license to download and install a copy of the Software from www.docorigin.com on a single machine and use for development and testing to create collateral deployable to Your production system(s). You are not entitled to use a development and testing license for live production purposes.

- 1.4 Production Licenses.** Production licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sub license able license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by Eclipse Corporation, the default license to the Software is a per-CPU license as described in A. below:
- A. Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer. Virtual Machines ("VM's") are considered as a server. Installing and configuring the software on multiple VM's requires one license per VM server. An enterprise license is available upon request. Pricing varies based on the size of the company.
 - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
 - C. Per-Surface.** This is defined as a fee per surface based on the total number of surfaces generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages, the pages may be printed one side (one surface) or duplexed (2 surfaces). The documents may be rendered to a computer file (i.e. PDF), each page placed in the file is considered a surface. A document may contain 1 or more surfaces. For instance, a batch of invoices for 250 customers may contain 500 pages duplexed, this will be counted as 1000 surfaces.
- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
- 1.6 Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.
- 1.7 Third-Party Software License Rights.** If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third-party software are granted to You.

2. LICENSE RESTRICTIONS

Any copies of the Software shall include all trademarks, copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy of the Software originally provided to You. You may not remove or alter any copyright, trademark and/or proprietary notices marked on any part of the Software or related documentation and must reproduce all such notices on all authorized copies of the Software and related documentation. You shall not sublicense, distribute or otherwise make the Software available to any third party (including, without limitation, any contractor, franchisee, agent or dealer) without first obtaining the written agreement of (a) Eclipse Corporation to that use, and (b) such third party to comply with this Agreement. You further agree not to (i) rent, lease, sell, sublicense, assign, or otherwise transfer the Software to anyone else; (ii) directly or indirectly use the Software or any information about the Software in the development of any software that is competitive with the Software, or (iii) use the Software to operate or as a part of a time-sharing service, outsourcing service, service bureau, application service provider or managed service provider offering. You further agree not to reverse engineer, decompile, or disassemble the Software.

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5. DISCLAIMER OF WARRANTIES.

TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSED SOFTWARE AND TECHNICAL SUPPORT PROVIDED BY ECLIPSE CORPORATION HEREUNDER ARE PROVIDED ON AN 'AS IS' BASIS AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT BY ECLIPSE CORPORATION. ECLIPSE CORPORATION DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ECLIPSE CORPORATION DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL MEET ANY OR ALL OF YOUR PARTICULAR REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

In certain jurisdictions, some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over this Agreement.

6. INDEMNIFICATION & LIMITATIONS OF LIABILITY.

6.1 Eclipse Corporation shall defend and/or settle at its expense, any claims, actions, allegations or proceedings against You to the extent arising out of or relating to misappropriation or infringement by the Software of any third party's proprietary or intellectual property right ("Claims"), and Eclipse Corporation shall pay all damages finally awarded by a court of competent jurisdiction to such third party against You, or any settlement amounts agreed by Eclipse Corporation; subject to the conditions that, You shall notify Eclipse Corporation promptly of any You Claims, permit Eclipse Corporation to control the defense and settlement of such Claims and assist Eclipse Corporation, at Eclipse Corporation's expense, in defending or settling such Claims. Eclipse Corporation shall not be liable for any settlement amounts entered into by You without Eclipse Corporation's prior written approval. If Eclipse Corporation has reason to believe that it would be subject to an injunction or continuing damages based on the Software, then Eclipse Corporation may (and if Eclipse Corporation or any of its customers or third party software suppliers is subject to an injunction or continuing damages based on the Software), then notwithstanding any other provision in this Agreement, Eclipse Corporation shall be entitled to either modify the Software to make it non-infringing and/or remove the misappropriated material, replace the Software or portion thereof with a service or materials that provide substantially the same functionality or information, or, if neither of the foregoing is commercially practicable, require You to cease using the Software and refund to You (a) a pro rata portion of any one (1) time fees (based on a three (3) year, straight-line depreciation schedule from the date of payment), and (b) any fees that have been pre-paid by You but are unused. The foregoing notwithstanding, Eclipse Corporation shall have no liability for a claim of infringement or misappropriation to the extent caused by (i) the combination of the Software with any other service, software, data or products not provided or approved by Eclipse Corporation; or (ii) the use of any material provided by You or any end users, (iii) any breach by You of this Agreement. THE FOREGOING IS ECLIPSE CORPORATION'S SOLE AND EXCLUSIVE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ECLIPSE CORPORATION BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, LEGAL EXPENSES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOST OR DAMAGED DATA, LOSS OF COMPUTER TIME, COST OF SUBSTITUTE GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ECLIPSE CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

6.2 THE ENTIRE LIABILITY OF ECLIPSE CORPORATION AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND TECHNICAL SUPPORT AND ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY ECLIPSE CORPORATION IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, WILL BE LIMITED IN THE AGGREGATE TO THE AMOUNTS PAID BY YOU FOR THE SOFTWARE, TECHNICAL SUPPORT OR SERVICES GIVING RISE TO THE CLAIM.

6.3 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER ECLIPSE CORPORATION NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

7. TERM AND TERMINATION

7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.

7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.

7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

8. GENERAL PROVISIONS

8.1 **No Waiver.** No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.

8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

8.3 **Assignment.** You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.

8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.5 **Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.

8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017



CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Jeff Montgomery

Date: 11/14/22

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>Tyler Technologies</u>	\$ <u>317,920.00</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? SaaS Solution for Munis
2. What is the total cost of the item or service? SaaS Agreement
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): Tyler Technologies
6. Vendor Number: 28589

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? Yes for year 1, \$125,893.80
3. Budget code: 50300

**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, That the City Council, pursuant to Section 7.01 of the City of Fairhope Personnel Rules, Policies and Procedures grants December 23, 2022 (Christmas Eve Holiday) as a whole day for this fiscal year; and will be observed by all City personnel. Emergency and on-call employees will report to work as needed.

DULY ADOPTED THIS 21ST DAY OF DECEMBER, 2022

Jay Robinson, Council President

Attest

Lisa A. Hanks, MMC
City Clerk

Thereafter, reemployment would be subject to the availability of a job the employee is able and qualified to perform.

During an unpaid leave of absence in excess of thirty (30) days, the employee will *not* accumulate paid vacation or paid sick leave after the initial thirty days. Except as provided under the **Family and Medical Leave** policy under **Section 7.05**, the City will not continue to provide group health insurance after the first thirty (30) days of an unpaid leave of absence. After thirty days, the employee may continue group health insurance coverage for the employee and his or her eligible dependents at the employee's expense as provided under COBRA.

6.07 RECREATION FACILITIES BENEFIT

Regular full-time employees and retirees are eligible for discounted fees to use the City's public pool, Recreation Center and Quail Creek Golf Course. The City Council determines the amount of the discount and any guidelines for use of these facilities at the discounted fees.

6.08 BENEFITS FOR PART-TIME AND TEMPORARY EMPLOYEES

Unless otherwise stated in these *Personnel Rules*, part-time and temporary employees are not eligible for employment benefits except those required by law (*e.g.*, worker's compensation insurance coverage).

SECTION 7 – TIME OFF FROM WORK

7.01 PAID HOLIDAYS

The City observes the following as paid holidays for regular full-time employees and appointed officials:

New Year's Day: January 1st

Martin Luther King's Birthday: Third Monday in January

Memorial Day: Last Monday in May

Independence Day: July 4th

Labor Day: First Monday in September

Veteran's Day: November 11th

Thanksgiving Day: Fourth Thursday in November

Day after Thanksgiving

Christmas Eve: December 24th – ½ day off

Christmas Day: December 25th

Birthday or Personal Day (After one year of service)

The City Council may grant additional days off.

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to reclassify the Special Projects & Grants Manager (Grade 14S) in the Administration Department to a Grants Coordinator (Grade 10S) in the Treasury Department; and approves the Grants Coordinator Job Description.

ADOPTED THIS 21ST DAY OF DECEMBER, 2022

Jay Robinson, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

CITY OF FAIRHOPE

JOB DESCRIPTION

Job Title: Grants Coordinator

Department: Administration/Finance/Treasury

FLSA: Grade: 10
Safety Sensitive Job: No
Security Sensitive Job: No

Job Description Prepared: November 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this job and are not to be interpreted as being all-inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Treasurer

Internal Contacts: Public Works; Gas Department; Water and Wastewater Department; Building and Planning Departments; Recreation Department; Police Department; Community Outreach; City Hall (All City Departments)

External Contacts: General Public; Businesses; Contractors; Vendors; Other Municipalities

Job Summary

Under the general supervision of the Treasurer – Responsible for directing and managing all aspects of local, state, and federal grants for the City of Fairhope, and coordinates, interacts, and provides guidance and support to City Departments in identification, development, and management of grants. Manages the grant process and responsible for application to pre-award planning, organization, preparation, and post-award administration of various grants and ensuring grants are in compliance with funding, regulatory, and policy requirements are met. This employee regularly meets with the Mayor to provide updates on projects and potential grant opportunities. This job is subject to a pre-employment background check and random drug screenings.

Essential Functions

ESSENTIAL FUNCTIONS: The following list was developed through a job analysis; however, it is not exhaustive and other duties may be required and assigned. A person with a disability which is covered by the ADA must be able to perform the essential functions of the job unaided or with the assistance of a reasonable accommodation.

ESSENTIAL FUNCTIONS:

1. Administers and monitors all grant programs and projects.
2. Coordinates and assists in the planning and preparation of grant proposals for the City of Fairhope, provides guidance and assistance in interpretation of funding agency regulations and requirements.
3. Oversees all grant submissions, ensuring the proposal is formatted, packaged, and submitted in accordance with granting agency requirements.
4. Advises and assists in preparation of grant documentation; maintains complete and accurate files.
5. Creates and distributes standard and special reports, summaries, analyses, as required/needed.
6. Tacks grant proposals, awards, and additional information.
7. Develops and maintains a library of reference documentation, including such information as funding agency requirements, forms, and other pertinent material.
8. Monitors and coordinates the administration of post award grants to ensure that budgeting and administrative policies, procedures, and agency requirements are being followed.
9. Actively pursues new grants.
10. Prepares and maintains a list of all City grants for the Auditors.
11. Prepares all grant accounting and compliance reports as required.
12. Works with auditors to ensure that all City of Fairhope grants are in full compliance.

ESSENTIAL FUNCTION: Accounting and Financial

1. Prepares and/or supplies data for state and federal grant reports or reimbursement requests.
2. Assigns proper account codes to revenues and expenditures by fund and line item.
3. Verifies that City grant accounting records are correct and balanced monthly.
4. Assists in maintaining Accounts Receivable systems, including the collection process.
5. Assists with the year-end audit process.
6. Assists Treasurer and Leadership staff with financial tasks pertaining to grants, as needed.
7. Other duties as assigned.

Knowledge, Skills and Abilities

(* Can be acquired on the job)

1. *Knowledge of City rules, regulations, policies, and procedures.
2. *Knowledge of City utility systems, including system locations and service procedures and problems.
3. *Knowledge of municipal gas service operations and administration.
4. Excellent verbal and written communication skills.
5. Skilled in the use of computers and software related to job (word processing, spreadsheets.)
6. Ability to prepare grant applications, reports, and correspondence.
7. Ability to analyze, complex grant applications and interpret financial data.
8. Ability to be discreet with personal information that may be needed.
9. Ability to establish and maintain effective working relationships with citizens, employees, supervisors, and the general public.

Minimum Qualifications

1. Require a minimum of five (5) years of experience in grant solicitation and management with a thorough understanding of local, state, and federal funding sources.
2. Graduate of an accredited college or university with a bachelor's degree in a related field is preferred.
3. Accounting experience is preferred, including experience in preparing budget and financial reports.

Other Characteristics

1. Willing to work nonstandard hours, as necessary.
2. Willing to attend meetings, conferences, workshops, and training sessions as related in assigned work area.

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 TischlerBise, Inc. to perform Professional Financial Consulting Services to Study Update of Impact Fees for the City of Fairhope (RFQ PS23-10); and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council.

DULY ADOPTED THIS 21ST DAY OF DECEMBER, 2022

Jay Robinson, Council President


Attest:

Lisa A. Hanks, MMC
City Clerk



MEMO

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

From: 
Erin Wolfe, Purchasing Manager

Sherry Sullivan
Mayor

Date: December 14, 2022

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

Re: RFQ PS23-010 Professional Financial Consulting Services to Study Update of Impact Fees

Lisa A. Hanks, MMC
City Clerk

The Planning Department needs to hire a professional consulting firm for RFQ PS23-010 Professional Financial Consulting Services to Study Update of Impact Fees.

Kimberly Creech
City Treasurer

The purpose for hiring the consultant is to perform financial consulting services to study the update of Impact Fees for the City.

Mayor Sullivan was provided a list of firms to select from for the work and chose TischlerBise, Inc. to perform the professional service. TischlerBise, Inc. has performed similar services for the City of Fairhope in 2007, and again in 2018.

Please place on the next available City Council Agenda this request for City Council to approve the selection by the Mayor for RFQ PS23-010 Professional Financial Consulting Services to Study Update of Impact Fees and allow the Mayor to negotiate the not-to-exceed fee to be approved by Council.

Enclosure

Cc: file; Hunter Simmons

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533


251-928-2136

251-928-6776 Fax
www.fairhopeal.gov



MEMO

To: Lisa Hanks, City Clerk
Kim Creech, Treasurer

From: 
Erin Wolfe, Purchasing Manager

Date: December 14, 2022

Re: RFQ PS23-010 Professional Financial Consulting Services to Study Update of Impact Fees

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 Planning Department is requesting the hiring of a professional consulting firm for RFQ PS23-010 Professional Financial Consulting Services to Study Update of Impact Fees for the City of Fairhope. Per our Procedure for Procuring Professional Services, the Planning Department and I are providing a short list of 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:

 _____ TischlerBise, Inc.

_____ None. Submit another list

Cc: file, Mayor Sherry Sullivan

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

251-928-2136 (p)



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

NOV 20 12 22 PM '13 JOW

ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLEASE PRINT

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

APPLICANT'S NAME CHRISTOPHER D. CULLEN SSN# _____

AGE 44 DATE OF BIRTH _____ PLACE OF BIRTH OHIO

MAILING ADDRESS 352 S. SUMMIT ST, FAIRHOPE 36532

HOME # - WORK # -

CELL # (205) 568-1162 FAX # -

RESIDENCE ADDRESS 352 S. SUMMIT ST.

NO. YEARS AT PRESENT ADDRESS 3 NO. YEARS AT PREVIOUS ADDRESS 3

PREVIOUS ADDRESS 1024 43RD ST. S. BIRMINGHAM, AL 35222

NAME AND ADDRESS OF BUSINESS Nini Squares 451 Magnolia Ave
Fairhope

NAME OF CORPORATION El Barrio Fairhope, LLC

BUSINESS LOCATION 451 Magnolia Ave, Fairhope, AL 36532

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE YES

IF SO, WHERE BIRMINGHAM UNDER WHAT NAME CBG RESTAURANT LLC

HAS APPLICANT EVER BEEN ARRESTED YES IF SO, WHERE INDIANA

WHEN 2003 WHAT WAS CHARGE DUI

DISPOSITION Guilty As charged

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
<u>MR WILLIAM PARSONS</u>	<u>201 N INGLESIDE</u>	
<u>JIM GRIGGS</u>	<u>204 NICKOLS AVE</u>	
<u>MATTHEW MYRICK</u>	<u>351 KIRKMAN LN</u>	

City of Fairhope
Alcoholic Beverage
License Application
Page -2-

PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

_____ **011 - PACKAGE STORE LICENSE** – Allows sale of liquor, wine, or beer at Retail, TO GO only. No one under age 21 allowed on premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.

_____ **010- LOUNGE LIQUOR LICENSE** – Allows sale of liquor, wine, or beer for on and off consumption. No one under age 21 allowed on the premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.

_____ **031- CLUB LIQUOR LICENSE** – Allows sale of liquor, wine, or beer but must meet ABC Board's "club" regulations. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.

X _____ **020 - RESTAURANT LIQUOR LICENSE** – Allows sale of liquor, wine, or beer for on-premises consumption only and 51% of gross receipts must come from the sale of food. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.

_____ **140 - SPECIAL EVENTS LICENSE**

_____ **160 - SPECIAL RETAIL LICENSE** – More than 30 days

_____ **040 - BEER ON/OFF PREMISES LICENSE** – Allows sale of Beer Only, on and off consumption.

_____ **050 - BEER OFF-PREMISES LICENSE** – Allows sale of Beer Only, TO GO only.

_____ **060 - WINE ON/OFF PREMISES LICENSE** – Allows sale of Wine Only, on and off consumption.

_____ **070 - WINE OFF-PREMISES LICENSE** – Allows sale of Wine Only, TO GO, only.

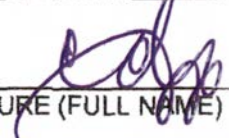
_____ **100 - WINE WHOLESALER LICENSE**

_____ **210 - WINE IMPORTER LICENSE**

_____ **200 - WINE MANUFACTURER LICENSE**

_____ **240 - NON-PROFIT TAX EXEMPT LICENSE**

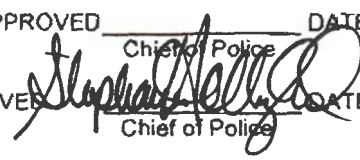
I STATE ALL THE ABOVE TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



SIGNATURE (FULL NAME)

11/30/22

DATE

NOT APPROVED _____ DATE _____
Chief of Police
APPROVED  DATE 12/6/22
Chief of Police

NOT APPROVED BY COUNCIL _____ DATE _____
City Clerk
APPROVED BY COUNCIL _____ DATE _____
City Clerk

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



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

ALCOHOLIC BEVERAGE LICENSE APPLICATION

RECEIVED PM:49 JAW

PLEASE PRINT

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

APPLICANT'S NAME Dustin Hewatt SSN# _____

AGE 45 DATE OF BIRTH: _____ PLACE OF BIRTH Georgia

MAILING ADDRESS 305A Equipment Ct, Lawrenceville, GA 30046

HOME # _____ WORK # _____

CELL # 770-560-2180 FAX # _____

RESIDENCE ADDRESS 2689 Boddie Pl, Duluth, GA 30097

NO. YEARS AT PRESENT ADDRESS 41 NO. YEARS AT PREVIOUS ADDRESS 10

PREVIOUS ADDRESS 2475 Shumard Oak Drive, Braselton, GA 30617

NAME AND ADDRESS OF BUSINESS Deli Depot Food Mart/Store #684
355 S Greeno Rd, Fairhope, AL 36532

NAME OF CORPORATION MM CS Services, LLC

BUSINESS LOCATION 305A Equipment Ct, Lawrenceville, GA 30046

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE Yes

IF SO, WHERE Bay Minette UNDER WHAT NAME MM CS Services, LLC

HAS APPLICANT EVER BEEN ARRESTED NO IF SO, WHERE _____

WHEN _____ WHAT WAS CHARGE _____

DISPOSITION _____

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
Scott Moon	Loganville, GA	
Ben Smith	Decatur, GA	
Tommy Hughes	Buford, GA	

City of Fairhope
Alcoholic Beverage
License Application
Page -2-

PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

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

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

D. Hewitt
SIGNATURE (FULL NAME)

12/11/22
DATE

NOT APPROVED _____ DATE _____
 Chief of Police

APPROVED [Signature] DATE 12/6/22
 Chief of Police

NOT APPROVED
 BY COUNCIL _____ DATE _____
 City Clerk

APPROVED
 BY COUNCIL _____ DATE _____
 City Clerk

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

ju

ALCOHOLIC BEVERAGE LICENSE APPLICATION

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APPLICANT'S NAME Dustin Hewatt SSN# _____

AGE 45 DATE OF BIRTH _____ PLACE OF BIRTH Georgia

MAILING ADDRESS 305A Equipment Ct, Lawrenceville, GA 30046

HOME # _____ WORK # _____

CELL # 770-560-2180 FAX # _____

RESIDENCE ADDRESS 2689 Boddie Pl, Duluth, GA 30097

NO. YEARS AT PRESENT ADDRESS 4 NO. YEARS AT PREVIOUS ADDRESS 10

PREVIOUS ADDRESS 2475 Shumard Oak Dr, Braselton, GA 30517

NAME AND ADDRESS OF BUSINESS Bay shores shortstop/store #687
17026 US Hwy/81, Fairhope, AL 36532

NAME OF CORPORATION MM CS Services, LLC

BUSINESS LOCATION 305A Equipment Ct, Lawrenceville, GA 30046

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IF SO, WHERE Bay Minette UNDER WHAT NAME MM CS services, LLC

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City of Fairhope
Alcoholic Beverage
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D. Hewitt
SIGNATURE (FULL NAME)

12/11/22
DATE

NOT APPROVED _____ DATE _____
Stacy [Signature]
Chief of Police

NOT APPROVED BY COUNCIL _____ DATE _____
City Clerk

APPROVED BY COUNCIL _____ DATE _____
City Clerk

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PREVIOUS ADDRESS 2475 Shumard Oak Dr, Braselton, GA 30517

NAME AND ADDRESS OF BUSINESS Bay Shores Market / Store # 689
9990 Fairhope Ave, Fairhope, AL 36532

NAME OF CORPORATION MM CS services, LLC

BUSINESS LOCATION 305A Equipment Ct, Lawrenceville, GA 30046

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

D. Hewitt
SIGNATURE (FULL NAME)

12/11/22
DATE

NOT APPROVED _____ DATE _____
Melley Sue
Chief of Police
APPROVED _____ DATE 12/8/22
Chief of Police

NOT APPROVED
BY COUNCIL _____ DATE _____
City Clerk
APPROVED
BY COUNCIL _____ DATE _____
City Clerk

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BALDWIN COUNTY MARTIN LUTHER KING JR. CELEBRATION COMMITTEE INC.
P.O. BOX 434, POINT CLEAR, AL 36564-0434251-379-2405, QUES26@HOTMAIL.COM

December 3,2022

Honorable Mayor Sherry Sullivan and Fairhope City Council

City of Fairhope, Alabama
161 North Section St
Fairhope, Alabama 36532

Dear Honorable Mayor Sherry Sullivan and Fairhope City Council,

This is a Letter to request permission for a Parade/March Permit for January 16,2023, use of the Fairhope Civic Center, Rotary Youth Club and waiver of fees for the 36th Annual Rev. Dr. Martin Luther King Jr. Birthday Celebration in Baldwin County, Alabama.

The Annual Celebration march is rotated around Baldwin County cities every year. We are requesting permission to begin the 2023 march from Young St. heading to Morphy Av. and turning Left on Morphy Av to Section St, turning Right on Section heading to Fairhope Civic Center for a MLK program. We would also like permission to use the Fairhope Civic Center for the MLK memorial program after the march. We would also like permission to have a community children fun play day at the Rotary Club on Young. Mrs Miller has been contacted and consent to the after- MLK program event.

The march will assemble at 10:00 AM. We will begin marching at 10:30 A.M. on Monday, January 16,2022 to the Fairhope Civic Center. The children fun play area at the Rotary Club will be open at the end of the program until 4:00 P.M.

If there are any questions, concerns, and improvements, please contact me at 251-379-2405 cell or email ques26@hotmail.com.

Sincerely,

Willie J Williams

President

BCMLKJR Committee Inc.


cc. Board Of Directors of MLK Inc.

11 December 2017

Councilmember Conyers moved to grant the request of the Eastern Shore Optimist Club requesting \$2,000.00 through an in-kind donation to use the Fairhope Civic Center for the Dogwood Trail Pageant on Saturday, January 13, 2018 and the Delchamps Suite for the Arts and Crafts Reception on March 17, 2018. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Councilmember Robinson moved to grant the request of Michael Graham, Executive Director of The Haven No-Kill Animal Shelter - Requesting permission to hold its annual fundraiser, Mystic Mutts of Revelry Parade (MMOR) on Saturday, February 3, 2018 on the same day as the KOER Parade, by allowing the streets in Downtown Fairhope to be closed from 12:00 p.m. to 2:00 p.m.; and the use of Community Park as staging and tent area. This fundraiser is used to offset operating costs, veterinary care, medical supplies, etc. The streets need to close at 10:00 a.m. and reopen two hours after the parade ends. This only applies to the area from Magnolia by the Hampton Inn to Johnson on Section and Bancroft to Summit on Fairhope Avenue. All other streets in the City are to remain open until 5:00 p.m. at which time streets necessary for the Mardi Gras Parade will be closed. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Councilmember Conyers moved to grant the request of the Fairhope Educational Enrichment Foundation ("FEEF") for Golf Green Fees for the FEEF Golf Tournament. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

 Councilmember Boone moved to grant the request of Willie Williams, Baldwin County Martin Luther King, Jr. Celebration Committee, Inc. requesting permission for a Parade/March beginning at 10:30 a.m. on January 15, 2018 for the Celebration of Dr. Reverend Martin Luther King, Jr. Birthday; to close the streets; use of the Fairhope Civic Center for program after the March; and use of the Fairhope Civic Center Parking Lot after the program for children fun play area until 4:00 p.m. Seconded by Councilmember Conyers, motion passed unanimously by voice vote. Council President Burrell explained the City Council would waive the 12-week deadline, but the Committee would be given the Non-Profit rates and need proof of liability insurance.

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

- 1) Ben Smith, 217 South Mobile Street, addressed the City Council regarding upgrade to piers. He requested covers being put on the piers at several locations that did not have cover. Mr. Smith stated that several citizens had also requested the piers being covered.

Final Invoice

251-990-0130/251-929-1479

Fairhope Civic Center
 PO DRAWER 429
 Fairhope, AL 36533

Name: Deposit Event Date: _____

Rental & Hourly Fees		No. Days Rental							Total
Main Auditorium:	\$585.00	X							\$585.00
Lobby:	\$150.00								
Storeroom:	\$150.00								
Delchamps 1:	\$125.00								
Delchamps 2:	\$75.00								
Council Chamber:	\$125.00								
Cleaning Fee	\$50.00 per hr.								
Hourly rate \$50 per hr. will be charged for each consecutive hour of use after 5pm on weekdays & all day on weekends from open to close. \$100 holidays	Date								
	In/Out								
	Hours								

Equipment & Incidental Fees		Used	Charges	Used	Charges
Commercial Kitchen:	\$125.00			Stage Runway:	\$125.00
Ice (48 qt. chest)	\$10.00 ea.			A/V package:	\$200.00
Tablecloths:	\$4.00 ea.			A/V Tech Fee:	\$35.00 hr.
Table Skirts:	\$20.00 ea.			Projector & Screen:	\$50.00
Stanchions:	\$10.00 ea.			32" TV/DVD Combo:	\$25.00
Easels:	\$10.00 ea.			Electric/per box:	\$50.00
Portable Bar:	\$50.00			Water hook up	\$35.00 ea.
Clothing Racks:	\$10.00 ea.			Grand Piano:	\$100.00
Scissor Lift:	\$50.00 hr.			Tent Permit Fee	\$100.00 ea.
Damage Charges:				Extra Set-up Fee:	\$150.00

Rental & Hourly Fees	\$
*50% rate for non-profit organizations per Res No. 1486	\$ ()
Equipment & Incidental Fees	\$
Subtotal	\$
Less Deposit	\$
Total Due	\$585.00

Please remit payment to:
City of Fairhope
Fairhope Civic Center
PO DRAWER 429
Fairhope, AL 36533

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 25 2016**

BALDWIN COUNTY MARTIN LUTHER KING
JR CELEBRATION COMMITTEE INC
C/O WILLIE WILLIAMS
PO BOX 434
POINT CLEAR, AL 36564-0434

Employer Identification Number:
DLN:
Contact Person:
HARRY J DAMRON
Contact Telephone Number: ID# 31499
(877) 829-5500

Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
May 15, 2010
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted with your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt

Letter 947

BALDWIN COUNTY MARTIN LUTHER KING

organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Cooper", written in a cursive style.

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

City of Fairhope Parade Permit Application
PO Drawer 429, Fairhope Alabama 36533

Application is hereby made for a permit to hold a parade on the streets of the City of Fairhope.

1. Name of Organization: Baldwin County Martin Luther King Celebration Committee Inc
2. Address of Organization: P O Box 434, Point Clear, Al 36564
3. Type of Organization: Civic
(Religious, Civic, Social, Mardi Gras, ect.)
4. Purpose of Use: Celebrate the National King Holiday
5. Date event will be held: January 16,2023
6. Time: Beginning: 10:00 A.M. Ending: 2:00 P.M.
7. Officer or Sponsors:

Name (President)	Address	Zip	Tel. No
Mr. Willie J. Williams	P. O. Box 434, Point Clear, Al	36564	251-379-2405

Name (Parade Chairman)	Address	Zip	Tel. No
------------------------	---------	-----	---------

Name (Ball President)	Address	Zip	Tel. No
-----------------------	---------	-----	---------

Name (Treasurer)	Address	Zip	Tel. No
------------------	---------	-----	---------

8. Number of Participants:
Persons 500-1000 Vehicles or Floats _____ Horses/Animals _____
9. Location/Address of assembly area for event: Young St and Morphy Av
10. Time at which units of the parade will begin to assemble: 10:00 A.M.
11. Route approved by Police Department Yes _____ No (Map route of parade must be enclosed)

In applying for this permit, we the undersigned, as Officers or Sponsors of the above named organization agree to hold the City of Fairhope free and harmless of any liability which may result from said event, and accept full responsibility for such liability. It is understood that the event is to be conducted in full compliance of all laws and ordinances of the City of Fairhope.

We the undersigned also acknowledge that final approval of this permit is contingent upon the receipt of a check, cashier's check or money order made payable to the City of Fairhope in the amount of \$2,500 and a copy of an insurance policy showing the City of Fairhope as additionally insured for no less than \$2,000,000.

Submitted this 3 day of December, 2022

By: Willie J Williams
(Signature and Title of Officer/Sponsor)

Approved: _____ Insurance Policy Received: _____ Check/Payment Received: _____
Chief of Police/City of Fairhope (Charge Code #5042)

APPLICATION FOR USE OF FAIRHOPE CIVIC CENTER

PO Drawer 429 - Fairhope AL. - 36533 - (251) 990-0130 (251) 929-1479

We, the undersigned, hereby apply for the use of certain facilities at the Fairhope Civic Center and, in connection with said application, furnish the following:

- 1. We wish to use: Auditorium Lobby Storeroom Delchamps 1, 2 Council Chamber
- 2. Date(s) requested: January 16, 2023 open: Event Hours: from 11:00 M to 2:00 PM
- 3. Renters Name: Baldwin County Martin Luther King Celebration Committee Inc Phone (C): 251-379-2405
 Billing Address: P O Box 433 Phone (W): 251-379-2405
 City: Point Clear State: Al Zip: 36564 Email: ques26@hotmail.com
 Person to Contact: Willie Williams Phone: 251-379-2405
- 4. Approx. number of persons expected - Adults: 350 Minors: 150
- 5. Purpose of use: Celebrating Dr. Martin Luther King Celebration Birthday Will kitchen be used? NO
- 6. Describe any equipment to be used: Public Address Systems, Podium and Piano
- 7. Will there be any alcohol on the premises? No If so, security must be provided by the FHPD. If cash bar is used or alcohol is sold, renter/caterer must show proof of proper ABC licensure. All bartenders must be licensed.

CANCELLATION POLICY

All cancellations and/or date changes must be in writing and signed by the same person who signed the application and paid the rental fees and must be given to the Banquet Manager not less than 30 days prior to the event. Fee refunds will be made, by check, less a \$10.00 or 20% handling charge, whichever is larger and will be delivered by mail. No fee refunds will be made for cancellations made within 30 days of the event.

INDEMNITY AND HOLD HARMLESS AGREEMENT

In consideration of the permission granted to me by the City of Fairhope to use the City of Fairhope Civic Center, I hereby indemnify and hold harmless the City of Fairhope, its agents, servants and employees from any and all claims and causes of action that may arise from injury to me or third parties using the facilities at the Fairhope Civic Center who are injured or suffer property damage that is in any way caused by my use of the Fairhope Civic Center. This indemnity and hold harmless agreement is given to the City of Fairhope to protect the City and its agents, servants and employees from cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of the Fairhope Civic center.

RENTAL AGREEMENT

I further stipulate that I have read and understand all the rules and regulations as set forth in **Resolution No. 3039-18** by the governing body of the City of Fairhope, for the use of this facility, and will abide by the same; and acknowledge that if any required chaperones or law enforcement personnel are not present, the event will be terminated.

I have read and agree to the above policies, including the **cancellation and indemnity agreements.**

Renter's Signature: _____ Date: 12/3/2022

Fees paid: \$ _____ Check No.: _____ Date: _____ City Personnel: _____

Office Use Only

Deposit _____ Entered in Calendar _____ Insurance policy (Y) (N)

aud: 101X72 = 7272

auditorium
Floor/Ceiling Height= 15ft.

15'

29'

44'

19'

33'

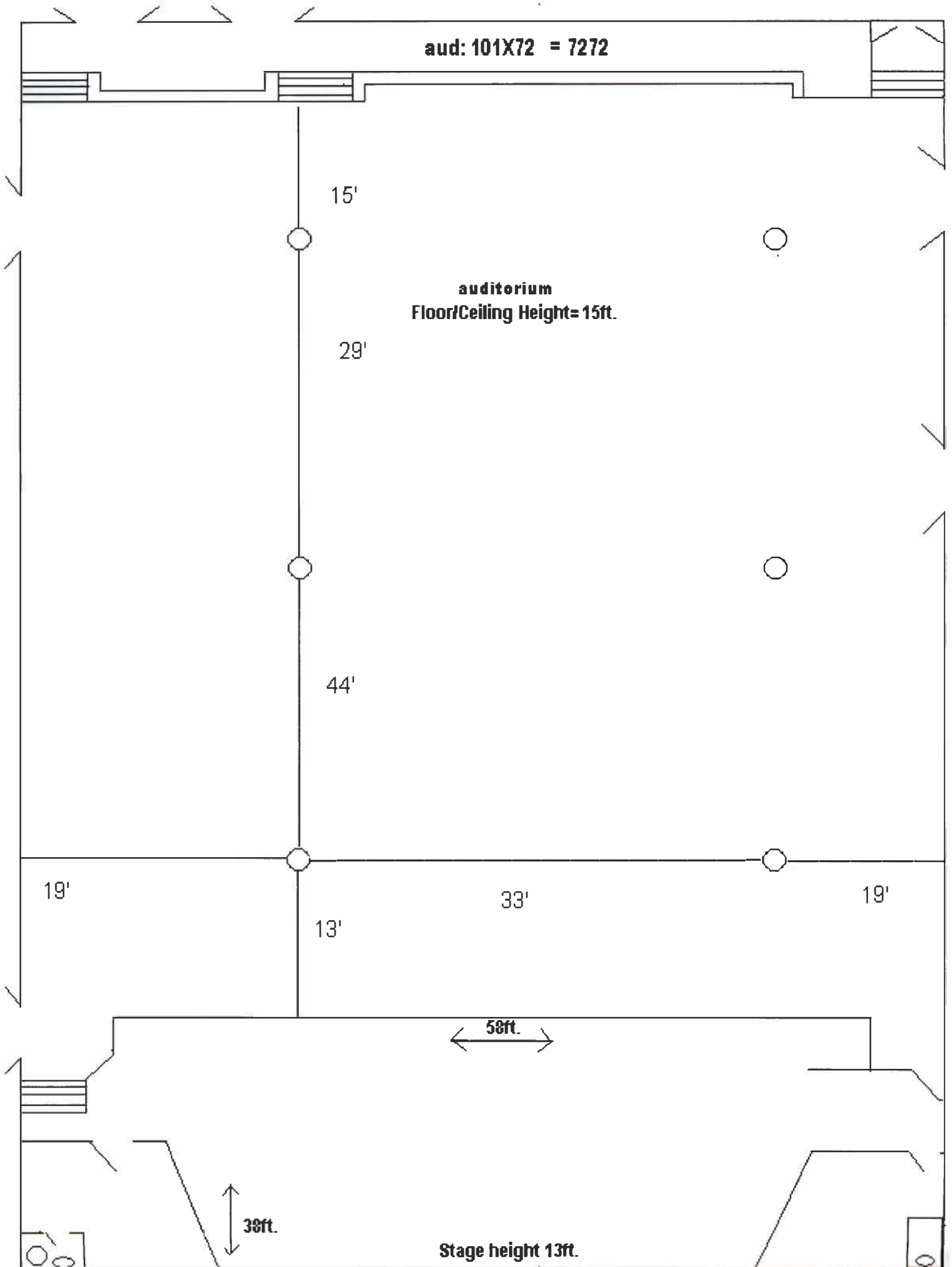
19'

13'

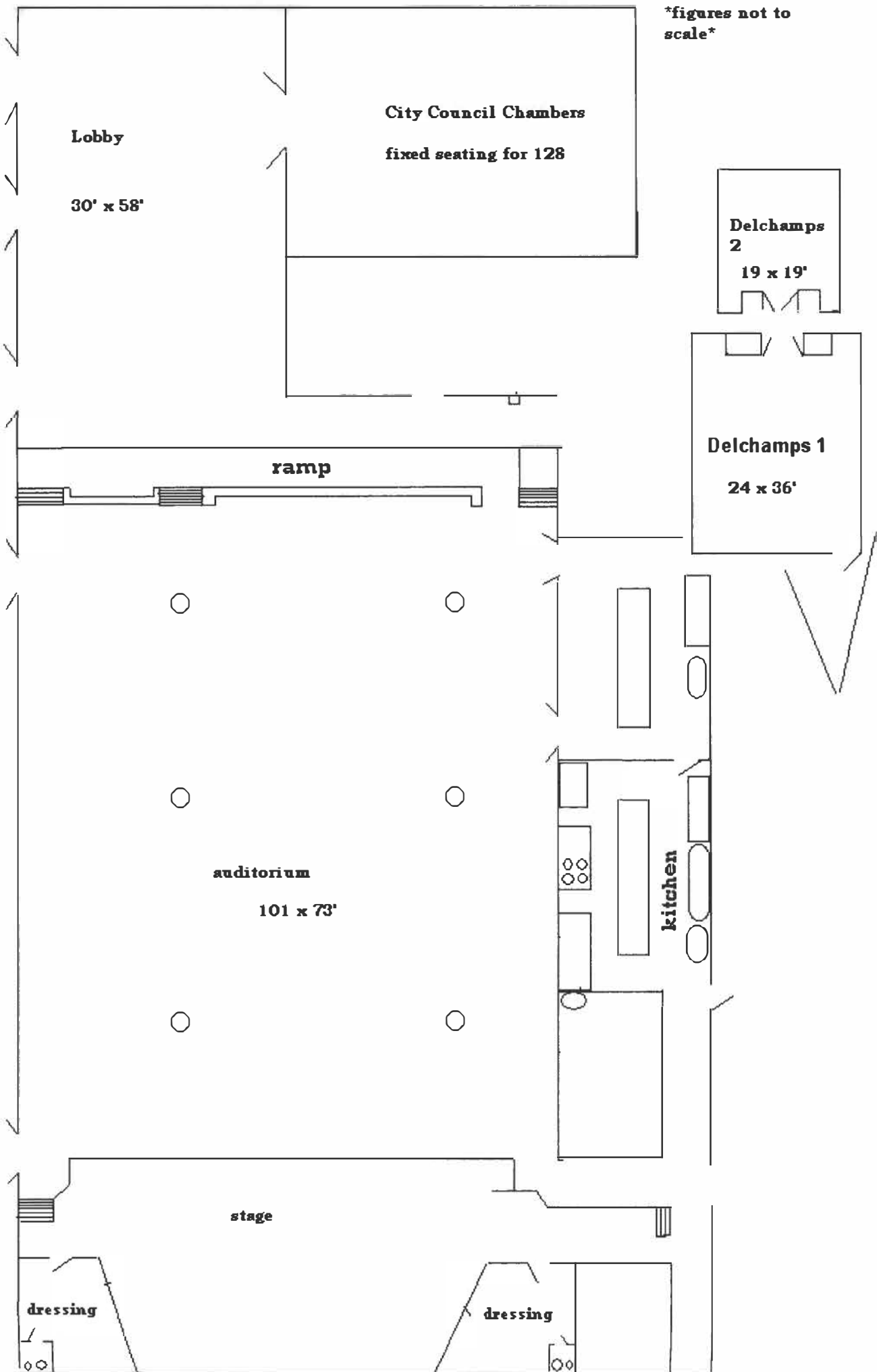
58ft.

38ft.

Stage height 13ft.



figures not to scale



RESOLUTION NO. 3039-18

**A RESOLUTION REPEALING AND REPLACING RESOLUTION NO. 1408-07
SETTING FORTH THE RULES AND REGULATIONS FOR THE
OPERATION OF THE FAIRHOPE MUNICIPAL CIVIC CENTER COMPLEX
LOCATED AT 161 N. SECTION STREET, FAIRHOPE, ALABAMA**

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

- I. The facilities located in the Municipal Civic Center Complex, namely the Main Auditorium, the Lobby, the Council Chambers (Municipal Court), the Storeroom, and the Delchamps Suites will be regulated as outlined herein.

- II. RESERVATIONS
 1. Reservations shall be on a first come, first served basis, except for Governmental functions which shall take precedence over all other functions and may necessitate the cancellation or postponement of an event.
 2. Persons or groups wishing to reserve one or more of the facilities must complete, date, and sign an Application for Use of Fairhope Civic Center form, Cancellation Policy, Indemnity/Hold Harmless Agreement, and pay the required rental deposit in order for the reservation to be entered on the Activities Calendar located at the Fairhope Civic Center. No reservations will be confirmed until the deposit is paid.
 3. Persons or groups using one or more of the facilities must also obtain a Special Event Insurance Policy naming the City of Fairhope as additional insured for any event open to the public, tickets are sold, and/or alcohol is on the premises.
 4. Cancellations or date changes must be in writing and signed by the same person who signed the application and paid the rental fees and must be given to the Banquet Manager at the Fairhope Civic Center not less than thirty (30) days prior to the event for any refund to be given. Fee refunds will be made by check, less a \$10.00 or 20% handling charge, whichever is greater. No refunds will be made for cancellations made within 30 days of the event.
 5. Groups that have events that occur annually and have rented the auditorium for at least five consecutive years shall have the right for advance booking provided that the City receives a completed application(s) and deposit(s) paid prior to the requested dates.
 6. Religious groups may use the complex facilities for meetings, conventions, dinners, etc., but will not be permitted use of any part of the facility as a permanent sanctuary on a regular Sunday or weekday basis.

7. Rental rates shall be per day as follows:
- a. Main Auditorium \$585.00 - (8:00 a.m. – 5:00 p.m.)
\$50.00 per hour after 5:00 p.m.
 - Lobby \$150.00
 - Storeroom: \$150.00
 - Council Chambers \$125.00
 - Delchamps Room 1 \$125.00
 - Delchamps Room 2 \$75.00
- b. An hourly rate of \$50.00 per hour will be charged for each consecutive hour of use after 5:00 p.m. on weekdays and all day on weekends from the time the first person arrives until the last person leaves. This hourly charge will be \$100.00 per hour on recognized City holidays.
8. The rental fee includes tables, chairs, and a one-time set-up. The Main Auditorium rental fee also includes stage and two dressing rooms. An extra setup fee of \$150.00 will be applied for any changes to the event set up, before or during an event. Only Civic Center employees are allowed to move or reset Civic Center property.
9. Other Rental Rates and Fees:
- a. Commercial Kitchen \$125.00
 - Stage Runway with lights and stairs \$125.00
 - Projector and Screen (stage broadcast) \$50.00
 - 32" TV/VCR/DVD Combo \$25.00
 - Scissor Lift \$50.00 per hour
 - Portable Bar \$50.00
 - Mandatory Cleaning Fee \$50.00 per hour
 - Stanchions, Easels, Coat Racks \$10.00 each
 - Piano \$100.00
 - A/V Tech Fee \$35.00 per hour
 - Tent Permit for CC Parking Lot \$100.00 per tent
 - A/V Package – Set-up/Breakdown of podium/microphone, sound mixer, clear-com headsets, CD player, stage lights and light board, stage monitors, up to five microphones. \$200.00

10. From 8:00 a.m. until 5:00 p.m. on regular working days of the City of Fairhope, when it is not being used by a paying group, the Fairhope Civic Center may be used by:
 - a. the Fairhope Public Schools, when the principal requests, in writing, such use and rental fee waiver and the Banquet Manager approves such use as one that will not interfere with the regular operations of the Fairhope Civic Center.
 - b. Thomas Hospital, as long as it remains a not for profit community hospital, and the Administrator of the Hospital requests, in writing, such use and rental fee waiver, and the Banquet Manager approves such use as one that will not interfere with the regular operations of the Fairhope Civic Center.
 - c. any Fairhope community organization, whether civic or otherwise, which is not a commercial venture for private gain, and pays a membership fee of \$100.00 a year which will allow said member organization use of the facility for free (except for the auditorium) as long as their use will, at the Fairhope Civic Center Banquet Manager's opinion, not interfere with the regular operations of the Fairhope Civic Center. This includes civic groups, churches, or clubs such as coffee clubs, investment groups, interest clubs, etc.
 - d. After 5:00 p.m., the Fairhope Public Schools, Thomas Hospital, or the Baldwin Pops (one weekday evening each week) may use the Fairhope Civic Center with a waiver of rental fees provided it has not been booked by a paying customer.
11. The City of Fairhope, its departments and agencies, and city sponsored functions shall be exempt from rental fees provided the functions will improve the skills, finances, or betterment of the sponsoring department or portray the City of Fairhope in the best light for the good and benefit of the citizens of Fairhope. This does not relieve the said departments from clean-up, and security responsibilities.

III. RULES AND REGULATIONS

1. The number of Auditorium seating is to be given at the time of booking. Maximum seating and/or crowd capacity will be as per the Fire Code. Fire and exit lanes will be open at all times. Chairs will not be disconnected and moved into aisles.
2. Access to the building must be arranged with the Banquet Manager.

3. Persons or groups renting the Main Auditorium, Council Chamber, and/or Delchamps Suites shall have exclusive use of the Civic Center parking lot with exception of the spaces required by City Hall and the University of South Alabama College of Nursing.
4. Law Enforcement Personnel and/or chaperons must be approved by the Fairhope Chief of Police and will be present during entire event. Events requiring Law Enforcement Personnel and/or chaperons include any event open to the public where alcohol is being served, any school function, or any function at which security is deemed necessary by the Banquet Manager.
5. The Banquet Manager will be the final authority regarding decorations:
 - a. Decorations must be placed on the day of the event. No equipment or materials will be allowed to be placed prior to the day and time of use unless approved by the Banquet Manager.
 - b. No painting of any type will be permitted inside the facility.
 - c. All decorations are to be free-standing or approved by the Banquet Manager. No nails, tacks, brackets or self-adhesive tape will be allowed on or in the walls, ceilings, floors, windows or any material that will deface, mar, or damage a finished surface.
 - d. No shaving cream, toilet paper, silly string, rice, birdseed, sparklers, glitter, confetti (including decorative jewels), or the like will be thrown or used for decoration inside or outside the facility. All candles must be self-contained. If any of these is found on the floor there will be additional clean-up/damage fees.
 - e. Only rose petals, lavender, or bells are permitted at the Fairhope Civic Center when the bride and groom are leaving after a reception.
 - f. All decorations must be removed following an event before the renter leaves the premises. Decorations that are to be shared with other groups may be left in place if prior arrangements are made with and approved by the Banquet Manager.
6. In order to maintain health standards as required by state and county regulations, all users of the kitchen must comply with the following:
 - a. All pots, pans, trays, plates, saucers, cups, serving dishes, glasses, and silverware will be washed before use.

- b. After food serving has been completed, and before leaving the complex, all items listed in 5.a. will be washed and separated (all spoons together, etc.) and stored in proper locations as found prior to use.
 - c. The kitchen, along with its appliances and equipment, will be used only in conjunction with the rental of the Auditorium or by City Personnel.
 - d. Alcohol must be served by a licensed bartender or caterer. If a cash bar is used or alcohol is sold, renter/caterer must show proof of proper ABC licensure.
 - e. The renter and/or caterer serving food/drink will furnish own pots, pans, trays, plates, saucers, cups, serving dishes, glasses, and silverware all of which will be washed before use.
 - f. All equipment, including utility carts, coffee and tea urns, will be cleaned after use.
 - g. All appliances including stoves, ovens, microwaves, refrigerators, sinks, work areas, utility carts, and slicing equipment will be cleaned after use.
 - h. Grease shall be disposed of properly by renter or caterer.
 - i. It is the responsibility of the renter to inform the caterer and other vendors of the rules and regulations. The caterer and/or renter are responsible for ensuring that the kitchen is clean and returned back to us as delivered. The Banquet Manager can provide a detailed list of responsibilities.
7. No food or drink will be allowed in the Council Chambers.
8. Garbage and Debris:
- a. All loose debris, including cups, plates, and napkins must be removed from tables and the floor swept of debris.
 - b. All garbage and debris will be removed from the building by the renter as needed during and at the close of the function.
 - c. All garbage bags must be tied and placed in the garbage containers provided outside the facility.
 - d. The City will not clean up debris left by a decorating group. All debris is to be hauled off by the renter.

9. Permission from the Banquet Manager will be required for any person or group to bring into the building and use an appliance with special power requirements.
10. Stage light settings will be accomplished by auditorium users, and, when function is over, light must be reset for general use. Step ladders will be returned to storage place after use.
11. The only persons allowed in the sound equipment room upstairs will be the persons in charge of the activity and persons required to operate sound and light systems. A \$30.00 per hour charge will be required for the use of stage lights and operator.
12. A fee will be charged for use of the piano. The piano will remain on stage at all times. Nothing will be placed or stored in or on this instrument.
13. If children are present during your function, they must be supervised at all times. Any damaged or broken items caused from lack of supervision will be the renter's responsibility.
14. All personal equipment, supplies, decorations, and other materials will be removed at the close of the activity.
15. No inventory items, such as chairs, tables, podiums, movie projectors, screens, kitchen utensils, pots, pans, silverware, dishes, etc. will be loaned or permitted to be removed from the premises under any condition.
16. All groups and organizations are responsible for their own clean-up of the kitchen, decorations, garbage, and debris. Anything brought in by the renter and/or caterer must be removed by the renter and/or caterer. It is the responsibility of the renter to ensure that the Rules and Regulations are adhered to. The Banquet Manager will review the clean-up schedule prior to the function and will conduct an inspection after the function to assess whether or not additional clean-up fees will be charged. An additional clean-up fee at the rate of \$50.00 per hour will be charged for any time and/or required personnel necessary to complete the responsibilities of the renter.
17. Additional fees will be charged for any damaged or missing items which include, but are not limited to, any broken or missing items from the facility, and carpet and/or tile restoration (coolers and other heavy equipment may not be dragged across the floors at the Fairhope Civic Center).

18. The Fairhope Municipal Civic Center Complex is a smoke-free facility. In compliance with City Ordinance No. 1311, "smoking is prohibited within a reasonable distance often (10) feet outside an enclosed area where smoking is prohibited, so as to ensure that tobacco smoke does not enter the area through entrances, windows, ventilation systems or other means." It is the renter's responsibility to ensure that all personnel at their function are made aware of this Ordinance.

The City Council reserves the right to amend, delete, adjust, or waive any and all stipulations set out herein.

ADOPTED this 9th day of April, 2018



Karin Wilson, Mayor

Attest:



Lisa A. Hanks, MMC
City Clerk

FAIRHOPE CIVIC CENTER

KITCHEN CLEANING POLICY FOR

RENTER-ORGANIZATION-VENDORS

All renters, groups, and organizations are responsible for their own clean-up of the kitchen, decorations, garbage, and debris. The kitchen should be returned as received by the conclusion of the event.

An ***additional*** clean-up fee at the rate of \$100.00 will be charged to the responsible renter/organization for any time and/or required personnel necessary to complete the responsibilities of the caterer and/or renter as outlined below.

KITCHEN WIPE DOWN & CLEAN THE FOLLOWING

- Refrigerator***
- Countertops***
- Sinks***
- Ovens***
- Utility Carts***
- Microwave***

- Kitchen Floor*** – swept and mopped?
- Coolers***- all coolers dumped and drained outside the kitchen?
- Garbage cans*** – all garbage bags tied and placed in outside garbage containers located behind building?
- Boxes*** - all broken down and placed next to garbage containers?
- Tables*** - all tables clear of all trash – decorations - tablecloths?
- Appliances*** – all turned off?

****Please notify management for inspection prior to leaving****

If the clean up requirements are not completed in a satisfactory manner, the security deposit or portion thereof will be retained to cover the cost of required clean up, including materials and labor.