

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

MONDAY, 12 JUNE 2023 – 4:30 P.M. – CITY COUNCIL CHAMBER

1. Legislative Update by Representative Jennifer Fidler
2. Presentation by Dr. Lynn Yonge on the Fairhope Project of the Old Substation at Young Street and Nichols Street
3. Committee Updates
4. Department Head Updates

**City Council Agenda Meeting – 5:30 p.m.
on Monday, June 12, 2023 – City Council Chamber**

Next Regular Meeting – Monday, June 26, 2023 – Same Time Same Place

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 12 JUNE 2023 - 6:00 P.M. – CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 22 May 2023 Regular City Council Meeting and minutes of 22 May 2023 Work Session.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Final Adoption** – Ordinance – Amend Zoning Ordinance No. 1253
Request of Applicant, Clifford Street, Jr., acting on behalf of the Owner, Clifford Street and Jean Street as Trustees of the Street Living Trust Dated July 27, 2005, to rezone property from R-1, Low Density Single-Family to Highway Transitional District (HTD). The property is approximately 3.54 acres and is located on the west side of Greeno Road. (Introduced at the May 22, 2023 City Council Meeting.)
6. Ordinance – Annexation – Celebration Church, Inc. f/k/a Fairhope Assembly of God Church, Inc. property located at 8180 Dyer Road, Fairhope, Alabama. Tax Parcel 46-02-09-0-000-009.000 (PPIN 50796) containing 5.00 acres, more or less.
7. Ordinance – An Ordinance repealing and replacing Ordinance No. 1520 an Ordinance Allocating the Funds Collected from The City of Fairhope’s Sales and Use Tax.
8. Ordinance – An Ordinance amending Ordinance No. 1385 known as the City of Fairhope’s Sales and Use Tax Ordinance; and repealing and replacing Ordinance No. 1521, Section 6. Use of Proceeds.
9. Resolution – Mayor Sherry Sullivan is authorized to sign and execute any necessary and appropriate documents so that the City of Fairhope and Fairhope Airport Authority can receive the Airport Terminal Program grant for the site work and construction of a 4,000 square foot terminal building at H. L. “Sonny” Callahan Airport subject to the Board of Directors of Fairhope Airport Authority approving a resolution for same and committing to pay required matching portions.
10. Resolution – Mayor Sherry Sullivan is authorized to execute a Reciprocal Agreement between The City of Fairhope and the Baldwin County Commission for exchanging information relating to tax returns and/or tax information with agreement being for a period of three (3) years.
11. Resolution – Mayor Sherry Sullivan is authorized to execute an Indemnity Agreement between Oak Hollow Farm Inc. and the City of Fairhope for the City’s Christmas Party for City Employees at the “Barn” on Friday, December 8, 2023.

12. Resolution – Mayor Sherry Sullivan is authorized to execute a Memorandum of Understanding Agreement between the City of Fairhope and Shaka Beach Volleyball for the use of beach volleyball courts, once each month in July and August, for \$500.00 each time they use the courts.
13. Resolution – City Council approves the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to fund the (Water and Wastewater Construction and Maintenance Supervisor – Grade 11) position; and the job description and grade of pay the same.
14. Resolution – City Council approves and adopts the following recommendations received by Mayor Sherry Sullivan for pay increases for Lifeguards and Lifeguard II due to the job market regarding these positions.
15. Resolution – City Council authorizes and approves hiring a new mechanic to allow current mechanic, who is retiring at the end of the month, to work with and train the new employee prior to leaving. Temporary position will expire upon retirement of current mechanic.
16. Resolution – City Council approves and authorizes Mayor Sherry Sullivan to execute a price increase for the Altec Bucket Truck with a not-to-exceed cost of \$12,156.00 to Altec Industries, Inc. through Sourcewell Contract 012418-ALT. The new contract total will not-to-exceed \$294,783.00.
17. Resolution – To award (Bid 23-024) Wastewater Treatment Plant SCADA Integration to Automation Control Service, LLC (ACS) with a total bid proposal not-to-exceed \$129,500.00.
18. Resolution – City of Fairhope to approve procurement of two (2) Electric Vehicle Charging Stations for the Electric Department to Gresco through the Sourcewell Contract 051017-CP1; and does not have to be let out to bid. The total cost not-to-exceed \$134,026.00.
19. Resolution – City of Fairhope to approve procurement of Four (4) Steel Roll Up Shop Doors for the Electric Department Barn to Bailey Door, Inc. with a budgeted not-to-exceed cost of \$44,968.00.
20. Resolution – City of Fairhope to approve procurement and installation of Storm Panels for the Nix Center to StormTech Shutter Systems, LLC with budgeted not-to-exceed cost of \$22,462.00.
21. Public Participation – (3 minutes maximum)
22. Adjourn

Next Regular Meeting – Monday, June 26, 2023 – Same Time Same Place

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)(

The City Council, City of Fairhope, met in regular session at 6:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 22 Monday 2023.

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

There being a quorum present, Council President Robinson called the meeting to order. The invocation was given by Councilmember Kevin Boone and the Pledge of Allegiance was recited.

Council President Robinson stated there was a need to add on an agenda item after Agenda Item Number 16: a resolution that Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 for (Bid No. 23-016-COF-2023-EDA001A) Asbestos Abatement Fairhope K-1 Center with a cost of \$6,000.00 and to award Change Order No. 1 to Hernandez Demolition and Remediation, LLC. The new contract total will be \$70,028.40.

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

Councilmember Conyers moved to approve minutes of the 08 May 2023, regular meeting; and minutes of the 08 May 2023, work session. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Mayor Sullivan addressed the City Council and presented a proclamation to Public Works Director Richard Johnson for National Public Works Week and reminded everyone of the cookout tomorrow.

No one spoke during Public Participation for Agenda Items.

Council President Robinson recognized Ella McDowell and presented her a plaque for her service on the Junior City Council.

22 May 2023

A Public Hearing was held as advertised on a proposed ordinance to amend Zoning Ordinance No. 1253. Councilmember Conyers introduced in writing an ordinance to rezone the property of Applicant, Clifford Street, Jr., acting on behalf of the Owner, Clifford Street and Jean Street as Trustees of the Street Living Trust Dated July 27, 2005, from R-1, Low Density Single-Family to Highway Transitional District (HTD).

The property is approximately 3.54 acres and is located on the west side of Greeno Road, on either side of the eastern terminus of Farringdon Boulevard. PPIN Numbers: 267236, 257637, 356677 and 356679. The Planning Commission gave a favorable recommendation of this ordinance. Council President Robinson read the proposed ordinance.

Planning Director Hunter Simmons briefly explained the proposed ordinance; and answered questions.

Council President Robinson opened the Public Hearing at 6:11 p.m. No one present opposed the proposed ordinance, the Public Hearing closed at 6:12 p.m.

Due to lack of a motion for immediate consideration, this ordinance will layover until the June 12, 2023 City Council meeting.

Planning Director Hunter Simmons addressed the City Council to explain the Site Plan Review of property owned by Encounter Development, LLC, for Site Plan Approval of WAWA. The property is approximately 2.73 acres and is located on Northeast corner of State Highway 181 and State Highway 104. PPIN Number 108453. Staff and Planning Commission recommend conditional approval of SR 23.04 with the following conditions: 1) A photometric plan shall be submitted and approved prior to applying for a building permit; and 2) Light poles shall be limited to 10' in height.

Councilmember Conyers moved to approve the Site Plan property owned by Encounter Development, LLC listed above subject to the above recommendations. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is authorized to execute Extension No. 1 to (Bid No. 028-22) Disaster Debris Removal and Disposal to CrowderGulf, LLC with all terms and conditions of award until July 31, 2024. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

22 May 2023

RESOLUTION NO. 4754-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute Extension No. 1 for (Bid No. 028-22) Disaster Debris Removal and Disposal. The original contract was executed on August 1, 2022 and awarded to CrowderGulf, LLC. The request for Extension No. 1 will extend the referenced contract until July 31, 2024. CrowderGulf has agreed to Extension No. 1 with all terms and conditions of the bid award.

ADOPTED ON THIS 22ND DAY OF MAY, 2023

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 Mayor Sherry Sullivan is authorized to execute Amendment No. 1 to (Bid No. 23-015) Irrigation Pump System Control Panel Replacement for Quail Creek Golf Course to Jerry Pate Company for an additional \$11,682.25, total not-to-exceed \$41,778.75. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4755-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute Amendment No. 1 to (Bid No. 23-015) Irrigation Pump System Control Panel Replacement for Quail Creek Golf Course to Jerry Pate Company for an additional \$11,682.25. The total cost will not-to-exceed \$41,778.75.

ADOPTED ON THIS 22ND DAY OF MAY, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

22 May 2023

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution to award (Bid No. 23-022-2023-PW-010) Repair and Replacement of Modified Bituminous and Gravel Roof at City Hall/Civic Center to Finishing Solutions with total not-to-exceed \$554,654.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote. Councilmember Conyers said this is a huge savings from where we started.

RESOLUTION NO. 4756-23

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

[1] That the City of Fairhope did request, receive, and open bids for (Bid No. 23-022-2023-PWI-010) Repair and Replacement of Modified Bituminous and Gravel Roof 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:

Alabama Roofing & Sheet Metal Co., Inc.	\$ 631,959.00
E. Cornell Malone Corporation	\$1,165,680.00
Finishing Solutions	\$ 554,654.00
Mid-Western Commercial Roofers, Inc.	\$ 772,950.00
Roof Doctors of Alabama	\$ 700,840.00

[3] After evaluating the bids with the required specifications, Finishing Solutions is now awarded (Bid No. 23-022-2023-PWI-010) for Repair and Replacement of Modified Bituminous and Gravel Roof with a total bid proposal not-to-exceed \$554,654.00.

ADOPTED ON THIS 22ND DAY OF MAY, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

22 May 2023

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution to award (Bid No. 23-025-2022-PWI-007) Fairhope Clock Plaza to RH Deas Building Co., LLC with total not-to-exceed \$282,211.00, which includes a 10% contingency and Alternate 01. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4757-23

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

[1] That the City of Fairhope did request, receive, and open bids for (Bid No. 23-025-2022-PWI-007) Fairhope Clock Plaza 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:

RH Deas Building Co., LLC	\$282,211.00
The Green-Simmons Co., Inc.	\$390,600.00
Impact Divisions, LLC	\$316,000.00

[3] After evaluating the bids with the required specifications, RH Deas Building Co., LLC is now awarded (Bid No. 23-025-2022-PWI-007) for Fairhope Clock Plaza with a total bid proposal not-to-exceed \$282,211.00, which includes a 10% contingency and Alternate 01.

ADOPTED ON THIS 22ND DAY OF MAY, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution to award quote for procurement and installation of Ten (10) Foot Dump Body on an International 4300 Truck to Truck Equipment Sales, Inc. with total not-to-exceed of \$21,882.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

22 May 2023

RESOLUTION NO. 4758-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope did solicit quotes for the Procurement and Installation of a Ten (10) Foot Dump Body. After evaluating the quotes with the required specifications, Truck Equipment Sales, Inc. is now awarded the Procurement and Installation of a Ten (10) Foot Dump Body on an International 4300 Truck with a not-to-exceed total amount of \$21,882.00.

ADOPTED ON THIS 22ND DAY OF MAY, 2023

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 to approve the procurement for Intelligence-Led Policing Sensor Kits for the Police Department from ProTecVideo, LLC as sole source provider of the tag.NET program; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). Total will not-to-exceed \$20,000.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4759-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope has voted to approve the procurement for Intelligence-led Policing Sensor Kits for the Police Department from ProTecVideo, LLC as sole source provider of the tag.NET program; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The total amount will not-to-exceed \$20,000.00; and Budget needs to be moved from 001150-50340 General Supplies to 001150-50470 Vehicle and Equipment.

ADOPTED ON THIS 22ND DAY OF MAY, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

22 May 2023

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution to approve and authorize Mayor Sherry Sullivan to execute a Memorandum of Agreement between the Alabama Law Enforcement Agency and the City of Fairhope Police Department to establish a joint multi-agency working group known as the Alabama Internet Crimes Against Children Task Force to combat exploitation of children through the use of the internet and other electronic means. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4760-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council hereby approves and authorizes Mayor Sherry Sullivan to execute a Memorandum of Agreement between the Alabama Law Enforcement Agency, and the City of Fairhope Police Department to establish a joint multi-agency working group known as the Alabama Internet Crimes Against Children Task Force to combat exploitation of children through the use of the internet or other electronic means.

ADOPTED ON THIS 22ND DAY OF MAY, 2023

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 to apply for grant funding under the Alabama Recycling Fund in support of the Baldwin County Material Recovery Facility; and all grant funds awarded by said application will be given to the Baldwin County Commission or Baldwin County Solid Waste for exclusive purpose of supporting the Baldwin County Material Recovery Facility. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

22 May 2023

RESOLUTION NO. 4761-23

**A RESOLUTION OF BINDING AGREEMENT
FOR SEEKING ADEM GRANT FUNDING FOR THE
BALDWIN COUNTY MATERIAL RECOVERY FACILITY**

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

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

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

WHEREAS, local community and county recycling leaders, working together, are building a Baldwin County Material Recovery Facility; and

WHEREAS, the City of Fairhope has adopted Resolution No. 4155-21, supporting a Baldwin County Recycling Cooperative; and

WHEREAS, the City of Fairhope, along with other municipalities in Baldwin County, are working with Baldwin County Solid Waste as the lead local agency to expedite the critical need to maximize our recycling efficiency and commodity value through a cooperative effort; and

WHEREAS, Baldwin County Solid Waste has begun the process of the engineering design of a state-of-the-art Materials Recovery Facility (“MRF”) to be located adjacent to the Magnolia Landfill and to serve the recycling needs of all of Baldwin County; and

WHEREAS, this new regional MRF is critical to the future viability and growth of recycling in Baldwin County and the ability of the State of Alabama to achieve its recycling goals, as established by the Alabama Department of Environmental Management (“ADEM”); and

22 May 2023

WHEREAS, the Alabama Recycling Fund was created by the Alabama Legislature and administered by ADEM to provide grant funding to local governments to develop, implement, and enhance local recycling projects and programs pursuant to § 22-27-17, *Code of Alabama*, (1975).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, WHILE IN REGULAR SESSION ON MAY 22, 2023, as follows:

Section 1. That the City of Fairhope has applied for grant funding under the Alabama Recycling Fund in support of the Baldwin County Material Recovery Facility.

Section 2. That any and all grant funds awarded by said application will be given to the Baldwin County Commission or Baldwin County Solid Waste for the exclusive purpose of supporting the Baldwin County Material Recovery Facility.

Section 3. That this Resolution shall become effective upon its adoption. Adopted this 22nd day of May 2023.

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 Mayor Sherry Sullivan is authorized to execute the First Amendment to the Structure Lease Agreement as presented between the City of Fairhope and New Cingular Wireless PCS, LLC, leased area at 590 Nichols Avenue, Fairhope, Alabama 36532. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

22 May 2023

RESOLUTION NO. 4762-23

WHEREAS, this First Amendment is effective as of the date of execution by the last party to sign is entered into by and between City of Fairhope, Alabama, hereinafter referred to as “Landlord”, and New Cingular Wireless PCS, LLC, hereinafter referred to as “Tenant” and,

WHEREAS, the Landlord and Tenant entered into a “Structure Lease Agreement” dated February 6, 2017 pursuant to which Landlord leased a portion of the tower site located at 590 Nichols Avenue, Fairhope, Alabama 36532; and,

WHEREAS, the Landlord and Tenant desire to modify the Agreement with the terms and conditions in the First Amendment.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, that Mayor Sherry Sullivan is hereby authorized to execute the First Amendment to the Structure Lease Agreement as presented between the between the City of Fairhope and New Cingular Wireless PCS, LLC for the leased area located at 590 Nichols Avenue, Fairhope, Alabama 36532.

Adopted this 22nd Day of May, 2023

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 Change Order No. 1 for (Bid No. 23-016-COF-2023-EDA001A) Asbestos Abatement Fairhope K-1 Center with a cost of \$6,000.00 and to award Change Order No. 1 to Hernandez Demolition and Remediation, LLC. The new contract total will be \$70,028.40. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

22 May 2023

RESOLUTION NO. 4763-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 for (Bid No. 23-016-COF-2023-EDA001A) Asbestos Abatement Fairhope K-1 Center with a cost of \$6,000.00 and to award Change Order No. 1 to Hernandez Demolition and Remediation, LLC. The new contract total will be \$70,028.40.

ADOPTED ON THIS 22ND DAY OF MAY, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

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

- 1) Carol Wilson, 489 Bartlett Avenue, addressed the City Council regarding the Prism Events on City property, i.e. South Beach Park. Ms. Wilson spoke against both Prism events being held on June 2, 2023 and June 3, 2023: Prism United (Fairhope Pride Family Festival) and the Color Fairhope with Pride Drag Brunch. She mentioned children should not be at these events.
- 2) Dr. Lou Campomenosi, President of the Common Sense Campaign, addressed the City Council regarding the Prism Events on City property, i.e. South Beach Park. Dr. Campomenosi spoke against both Prism events being held on June 2, 2023 and June 3, 2023: Prism United (Fairhope Pride Family Festival) and the Color Fairhope with Pride Drag Brunch. He mentioned “Woke” and children should not be allowed in “Woke” events.
- 3) Carol Schneider, 113 Orange, regarding the Prism Events on City property, i.e. South Beach Park. Ms. Schneider spoke against both Prism events being held on June 2, 2023 and June 3, 2023: Prism United (Fairhope Pride Family Festival) and the Color Fairhope with Pride Drag Brunch. She said these are terribly lewd programs for children.

22 May 2023

- 4) Lisa Word, 10835 Woodland Drive, addressed the City Council regarding the Color Fairhope with Pride Drag Brunch on June 3, 2023. She said it is offensive to have this brunch; and sets all women back and it humiliates women.
- 5) Matt Gulisano, 20160 Pecan Trace, addressed the City Council regarding the Prism Events on City property, i.e. South Beach Park. Mr. Gulisano spoke against both Prism events being held on June 2, 2023 and June 3, 2023: Prism United (Fairhope Pride Family Festival) and the Color Fairhope with Pride Drag Brunch. He said told the City Council they need to come up with a resolution to stop it.
- 6) David Legier, 1 Canebreak, addressed the City Council regarding the Prism Events on City property, i.e. South Beach Park. Mr. Legier stated he agreed with all who have spoken. He said what happens to Fairhope reflects us.

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

There being no further business to come before the City Council, the meeting was duly adjourned at 6:44 p.m.

Jay Robinson, Council President

Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA))
 ;
COUNTY OF BALDWIN))

The City Council met in a Work Session at 4:30 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 22 May 2023.

Present were Council President Jay Robinson, Councilmembers: Corey Martin, Jimmy Conyers, and Kevin Boone (arrived at 4:39 p.m.), Mayor Sherry Sullivan, City Attorney Marcus E. McDowell, and City Clerk Lisa A. Hanks. Councilmember Jack Burrell 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 Presentation by Ashton Sawyer, Eagle Scout Project, Beach Tree Trail. Mr. Sawyer stated this is labor to put labels on the trees down at North Beach Park. He said it would be either the name of the trees or a QR Code plus the names. The consensus of the City Council was to go forward with the name with the QR Code; and said this is a great project and congratulations.
- Mayor Sullivan began the Discussion of Beach Volleyball. She said there is not fee structure for the North Beach Park; and suggested \$500.00 for usage. Mayor Sullivan stated she would get more information and bring back to the City Council. The consensus of the City Council was to try this and move forward.
- Lee Parks, CPA and Rick Blanton, CPA with Warren Averett addressed the City Council and presented the City of Fairhope’s Audit. They briefly went over the main points of the audit; and commented they gave an “Unmodified Opinion” which means the financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of the City as of September 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in conformity with accounting. Mr. Parks stated there was one significant deficiency which was Capital Assets; and these need to be reconciled on a regular basis. The general ledger to the fixed asset system. City Treasurer Kim Creech stated she need another Staff Accountant; and will request one in the budget. She said we need the manpower to review all of that.
- City Treasurer Kim Creech addressed the City Council and presented the 6-Month Financial Review. She mentioned the need for a line of credit for the Water and Sewer Department to help complete their projects. Councilmember Conyers said we need to look at increasing the Rainy Day Fund; and Capital Purchases. The suggestion was to increase the Fund by \$3,000,000.00. Council President Robinson said we need to focus on Capital Projects and decide what to fund; and stated it is hard to decide. Mayor Sullivan gave examples of some projects we could tidy up and move on to others. Council President Robinson stated there are two main projects on the horizon with significant costs. (See attached Power Point Presentation)

Monday, 22 May 2023

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Council President Robinson commented when a Department Head requests a new item, he/she already knows what item will be removed to balance the budget.

- Councilmember Martin gave an update on the Recreation Board regarding beach volleyball and swimming.
- Mayor Sullivan announced Ben Patterson was being promoted to Electric Superintendent; and introduced the new Water and Sewer Superintendent Daryl Morefield.

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

- Public Works Director Richard Johnson addressed the City Council and explained the revision to the rules for our landfill, Baldwin County Material Recovery Facility ("MRF") along with Charm Sites; Fairhope Satellite will be a Charm Site. Mr. Johnson gave an update on the Surplus Items being sold; and gave an Asbestos Abatement Report for the K-1 Center. He explained Agenda Items No. 8, No. 10, No. 11, No. 12 and No. 15; and answered any questions if needed.
- Golf Grounds Manager Tomm Johnson addressed the City Council regarding Agenda Item No. 9; and answered any questions if needed.
- Captain John Hamrick addressed the City Council regarding Agenda Item No. 13 and No. 14; and answered any questions if needed.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:51 p.m.

Jay Robinson, Council President

Lisa A. Hanks, MMC
City Clerk

CITY OF FAIRHOPE CITY COUNCIL MEETING

May 22, 2023

SUMMARY
FINANCIAL REPORTS
SIX MONTHS ENDED
MARCH 31, 2023



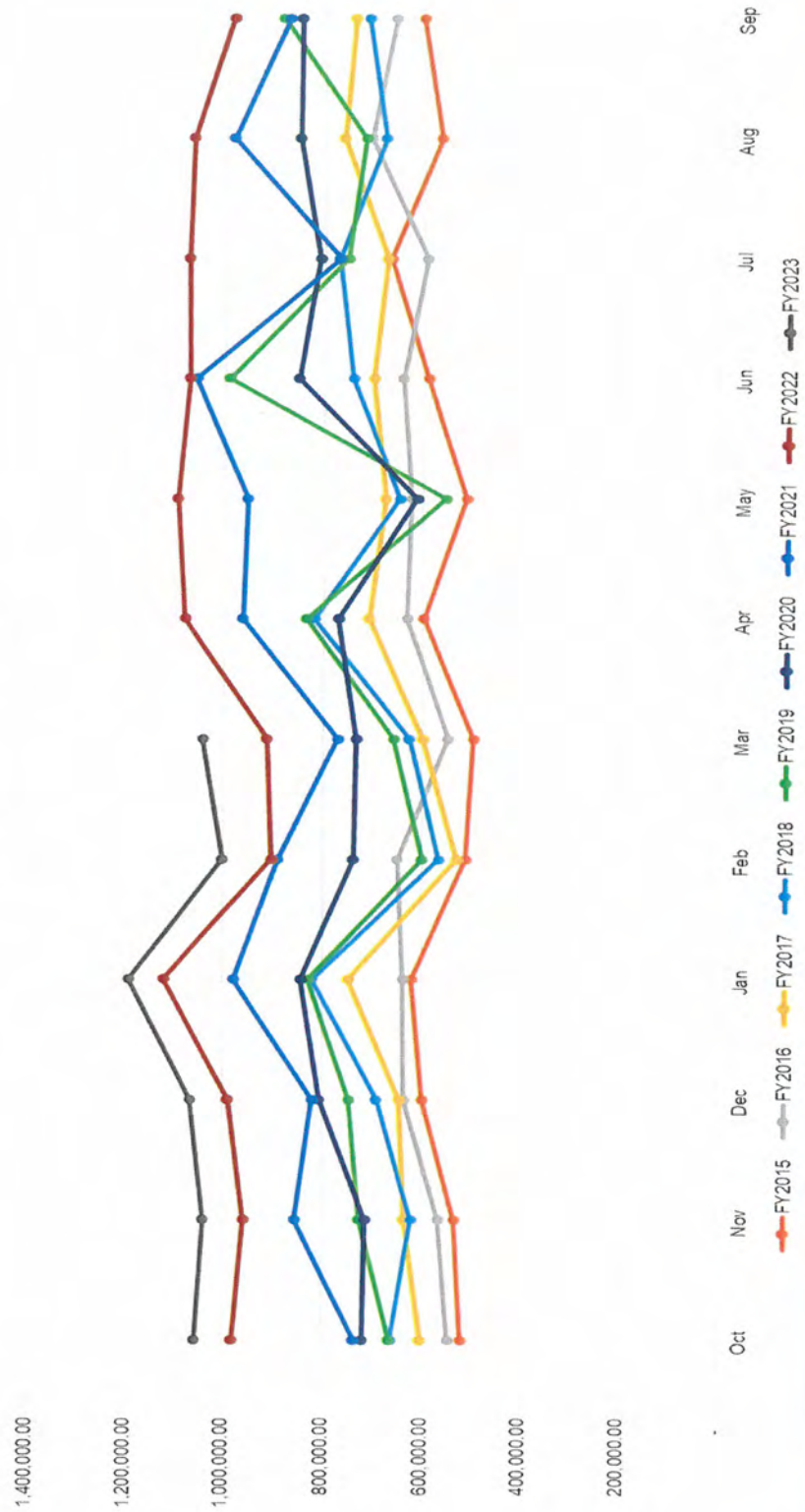
Cash Balances

	March 31, 2023	March 31, 2022	March 31, 2021
General Fund	34,685,701	25,752,999	13,526,051
Gas Department	12,287,159	11,896,802	10,558,545
Electric Department	7,654,483	7,649,753	8,033,579
Water/Wastewater Dept	8,628,303	12,256,938	11,722,355
Sanitation	967,530	169,104	0
Motor Fuel/Rebuild AL Funds	446,137	452,453	205,714
Capital Improvement Fund	1,984,998	494,399	275,618
Impact Fees Fund	3,189,570	3,239,968	3,537,428
Municipal Capital Improvements Fund	447,515	670,692	816,960
Prepaid Medical Ins	1,199,738	1,253,364	483,521
Other Funds	386,518	266,711	83,442
Total	71,877,652	64,103,183	49,243,213

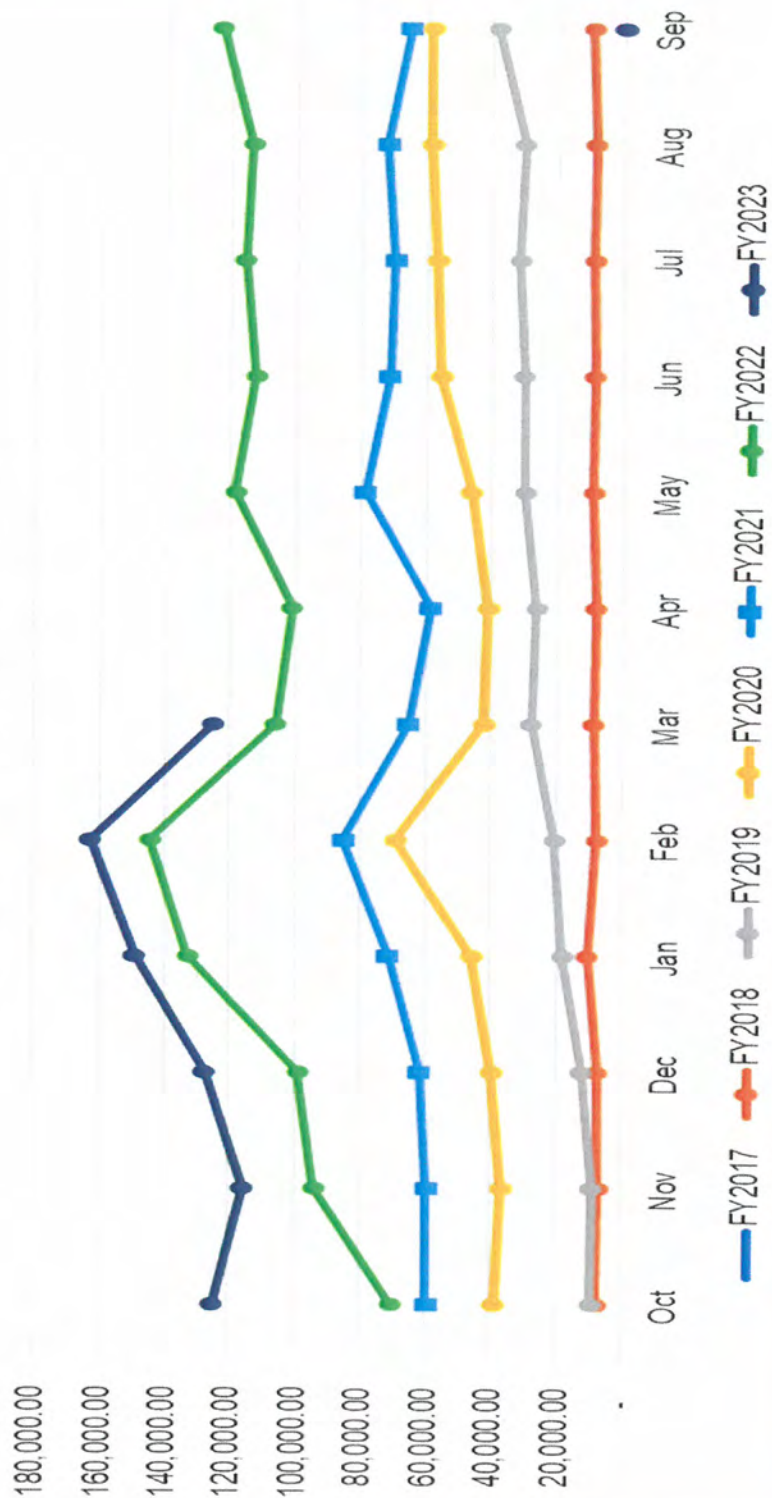
Revenues

- Tax Revenues continue to improve
 - Sales Tax
 - FY2022 increased 14.9%
 - 6 Months Ended 3/31/2023 increased 9.1%
 - Simplified Seller Use Tax; AKA: Amazon Tax
 - FY2022 increased 62.7%
 - 6 Months Ended 3/31/2023 increase 24.6%
 - Lodging Tax
 - FY2022 increased 26.3%
 - 6 Months Ended 3/31/2023 increased 11.4%

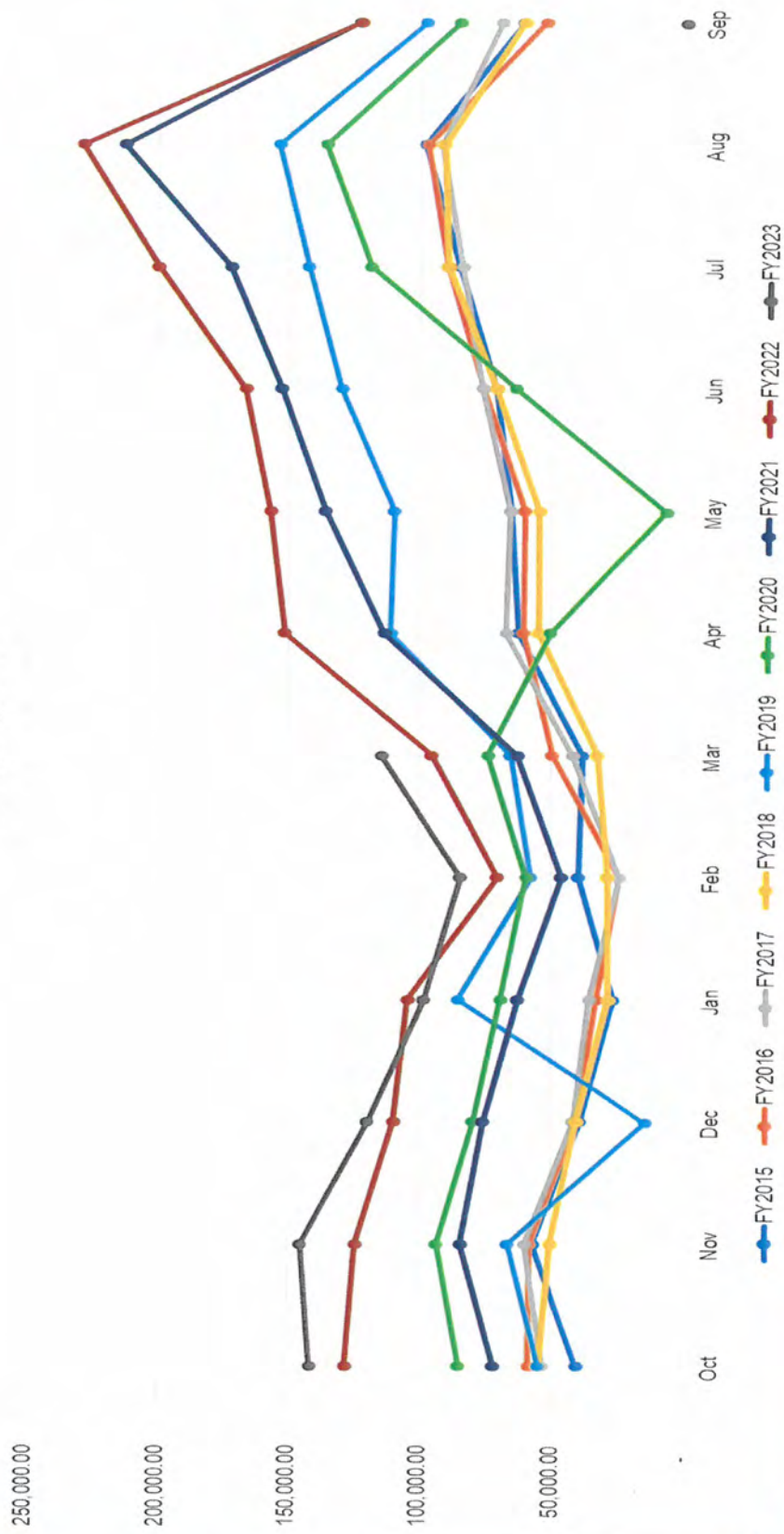
Sales Tax Revenue



Simplified Seller Use Tax



Lodging Tax



Revenues

General Fund	6 Months Ended 3/31/2022	6 Months Ended 3/31/2023	FY2023 Budget	Percent Remaining
Property Taxes	6,728,959	7,816,897	8,393,424	6.9%
Local Taxes	6,229,066	6,856,741	14,610,033	53.1%
Licenses and Permits	4,535,188	4,595,035	4,870,448	5.7%
Court Revenue	98,233	105,651	230,000	54.1%
Inter-Governmental	223,794	146,404	326,000	55.1%
Interest and Rents	141,949	495,443	288,976	-71.4%
Adult Recreation	11,533	15,983	24,500	34.8%
Recreation	226,209	265,980	416,500	36.1%
Fairhope Docks	198,939	226,322	711,500	68.2%
Golf	698,083	615,835	1,238,000	50.3%
Other	2,862,140	2,589,878	6,702,225	61.4%
Total	21,954,093	23,730,169	37,811,606	37.2%

General Fund Revenue & Expenditures

	6 Months Ended 3/31/2022	6 Months Ended 3/31/2023	FY2023 Budget	Percent Remaining
Revenues	21,954,093	23,730,169	37,811,606	37.2%
Expenses	<u>14,032,226</u>	<u>15,647,391</u>	<u>37,811,606</u>	58.6%
Excess Revenue over Expenses	7,921,867	8,082,778	0	

General Fund Expenses

Department	6 Months Ended 3/31/2022	6 Months Ended 3/31/2023	FY2023 Budget	Percent Remaining
General Government	1,114,572	1,240,798	2,673,207	53.6%
Elected Officials	133,443	129,626	291,238	55.5%
Planning	352,758	455,429	1,210,810	62.4%
Building Dept	470,465	570,772	1,261,456	54.8%
Judicial	147,710	121,076	305,946	60.4%
Police Dept	3,451,032	3,590,598	8,529,725	57.9%
Information Technology	418,524	588,273	1,476,782	60.2%
Human Resources	159,076	253,617	514,906	50.7%
Revenue	263,565	285,243	664,798	57.1%
Meter	304,744	366,025	775,287	51.5%
Fire Department	339,886	435,300	1,152,536	62.2%
Economic & Community Dev	209,686	314,288	694,306	54.7%
Recreation Dept	1,228,290	1,378,186	2,977,122	53.7%

General Fund Expenses

Department	6 Months Ended 3/31/2022	6 Months Ended 3/31/2023	FY2023 Budget	Percent Remaining
Civic Center	113,185	124,178	782,562	84.1%
Museum/Welcome Center	111,540	102,736	200,801	48.8%
Adult Recreation/Special Service	257,542	369,408	682,150	45.8%
Marina/Harbor	469,244	376,955	947,829	60.2%
Streets Department	2,393,468	2,500,810	5,988,776	58.2%
Fleet Maintenance	407,279	350,204	810,925	56.8%
Golf Clubhouse	385,989	458,300	1,226,485	62.6%
Golf Grounds	310,047	391,873	1,115,281	65.9%
Non-Departmental Facilities	130,016	151,261	548,817	72.4%
Staff Agencies & Appropriation	676,868	723,374	1,451,740	50.2%
Debt Service	25,466	0	300,000	100.0%
Other Expenditures	150,538	369,060	1,213,120	69.6%
Gen Emergency Disaster	7,293	0	0	0.0%
Totals	14,032,226	15,647,391	37,811,606	58.6%

General Fund Capital

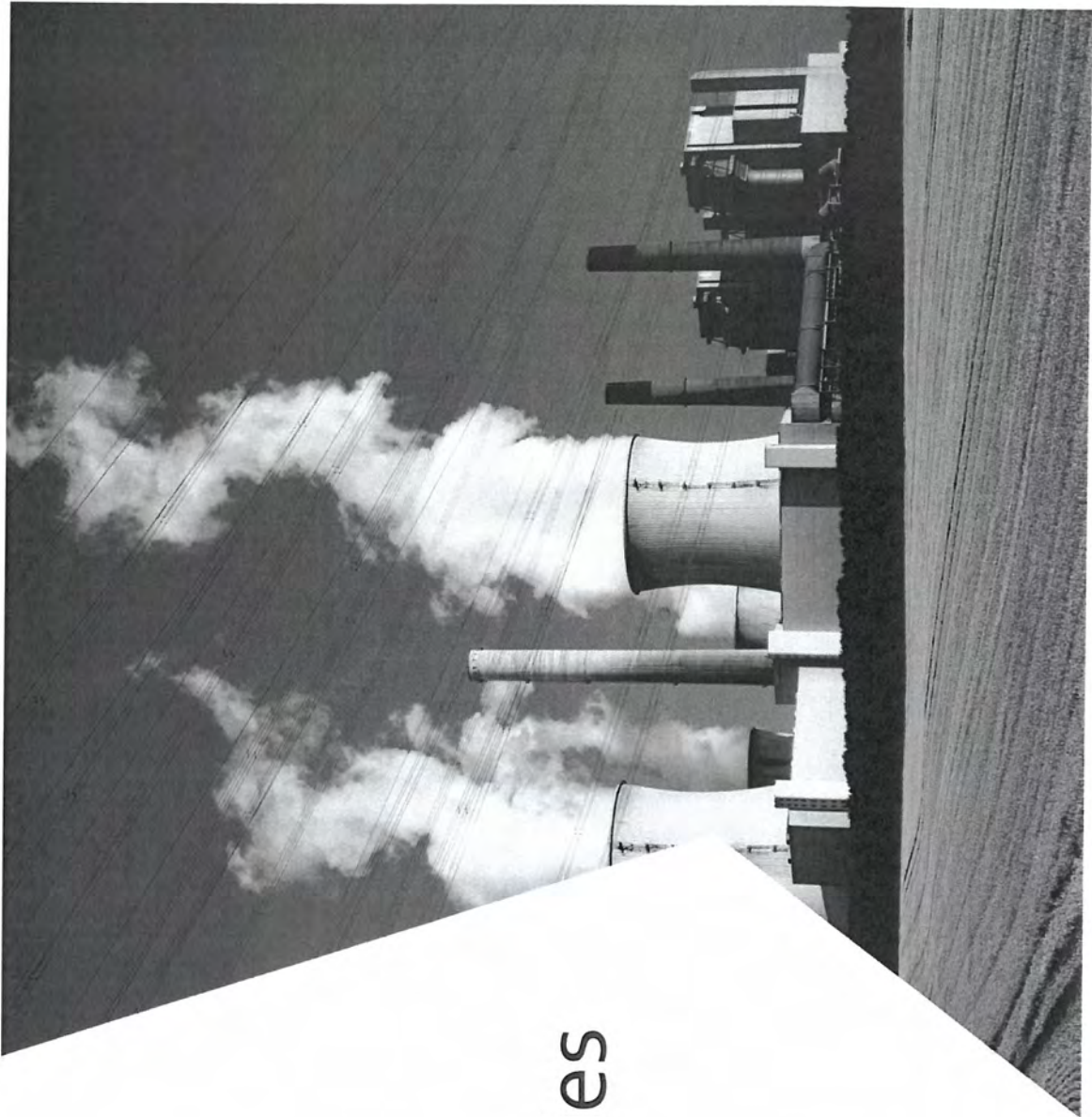
Capital	6 Months Ended 3/31/2022	6 Months Ended 3/31/2023	FY2023 Budget	Percent Remaining
Vehicles & Equipment	415,167	596,594	2,040,897	70.8%
Capital Improvements	533,923	541,704	1,758,438	69.2%

General Fund's Salaries

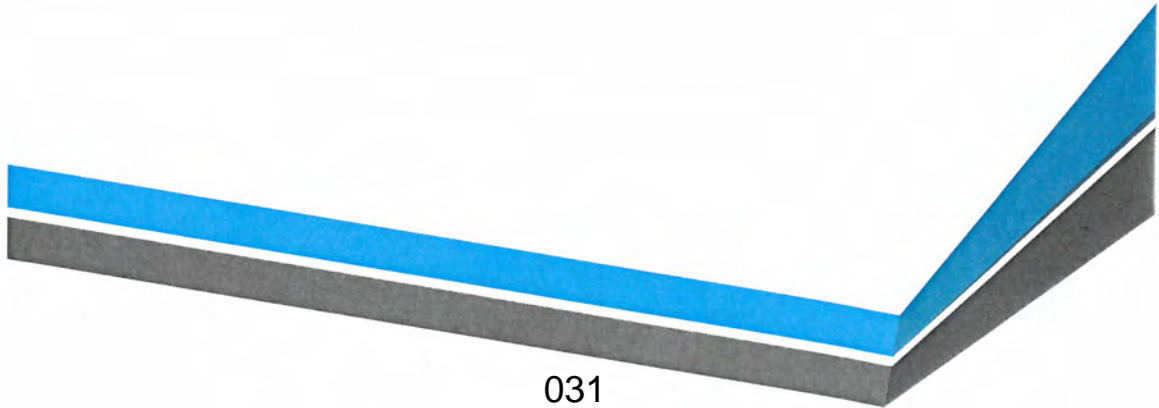
	6 Months Ended 3/31/2022	6 Months Ended 3/31/2023	FY2023 Budget	Percent Remaining
General Govt Administration	486,791	527,608	1,179,625	55.3%
Elected Officials	66,878	66,228	149,200	55.6%
Planning	176,044	240,632	633,663	62.0%
Building	252,236	285,147	643,163	55.7%
Judicial	93,769	82,769	183,583	54.9%
Police	1,922,870	2,030,877	4,901,724	58.6%
Information Technology	161,244	160,033	404,323	60.4%
Human Resources	121,575	170,019	311,060	45.3%
Revenue	168,675	189,683	428,017	55.7%
Meter	202,294	216,601	474,226	54.3%
Fire	89,937	85,579	218,189	60.8%

General Fund's Salaries

	FY2022 March	FY2023 March	FY2023 Budget	Percentage Remaining
Economic & Community Development	31,285	65,666	139,590	53.0%
Recreation	495,845	556,445	1,663,096	66.5%
Civic Center	61,997	73,966	159,053	53.5%
Museum/Welcome Center	49,499	49,634	109,342	54.6%
Adult Recreation	90,423	101,900	225,216	54.8%
Marina/Harbor	61,204	64,037	136,373	53.0%
Street	985,912	1,116,352	2,621,317	57.4%
Fleet Maintenance	190,133	216,690	465,481	53.4%
Golf Clubhouse	158,538	180,460	497,514	63.7%
Golf Grounds	149,513	165,065	448,313	63.2%
Totals	6,016,662	6,645,391	15,992,068	58.4%



Utilities



Natural Gas

	6 Months Ended 3/31/2022	6 Months Ended 3/31/2023	FY2023 Budget	Percent Remaining
Revenues	5,947,548	5,587,058	10,609,866	47.3%
Expenses	<u>4,198,651</u>	<u>5,037,478</u>	<u>10,609,866</u>	52.5%
Net Income	1,748,897	549,580	0	

Capital	6 Months Ended 3/31/2022	6 Months Ended 3/31/2023	FY2023 Budget	Percent Remaining
Vehicles & Equipment	100,483	309,889	532,241	41.8%
Capital System Improvements	18,269	649,020	2,018,200	67.8%

Electric

	6 Months Ended 3/31/2022	6 Months Ended 3/31/2023	FY2023 Budget	Percent Remaining
Revenues	9,133,372	10,143,160	28,280,169	64.1%
Expenses	<u>7,805,468</u>	<u>8,422,564</u>	<u>28,280,169</u>	70.2%
Net Income	1,327,904	1,720,596	0	

Capital	6 Months Ended 3/31/2022	6 Months Ended 3/31/2023	FY2023 Budget	Percent Remaining
Vehicles & Equipment	130,646	102,112	532,590	80.8%
Capital System Improvements	663,198	714,555	6,491,277	89.0%

Water

	6 Months Ended 3/31/2022	6 Months Ended 3/31/2023	FY2023 Budget	Percent Remaining
Revenues	4,044,047	4,924,986	21,436,896	77.0%
Expenses	<u>3,247,614</u>	<u>4,798,133</u>	<u>21,436,896</u>	77.6%
Net Income	796,433	126,853	0	

* FY2023 Budget Revenue included \$7.5M line of credit revenue

Capital	6 Months Ended 3/31/2022	6 Months Ended 3/31/2023	FY2023 Budget	Percent Remaining
Vehicles & Equipment	167,482	149,502	240,540	37.8%
System Improvements -Water Wells	13,139	1,369,304	4,851,000	71.8%
Capital System Improvements	427,144	601,339	9,885,000	93.9%

Wastewater

	6 Months Ended 3/31/2022	6 Months Ended 3/31/2023	FY2023 Budget	Percent Remaining
Revenues	3,387,731	3,804,871	16,228,163	76.6%
Expenses	<u>3,522,163</u>	<u>4,127,503</u>	<u>16,228,163</u>	74.6%
Net Income	(134,432)	(322,632)	0	

* FY2023 Budget Revenue included \$7.5M line of credit revenue

Capital	6 Months Ended 3/31/2022	6 Months Ended 3/31/2023	FY2023 Budget	Percent Remaining
Vehicles & Equipment	210,490	562,525	451,584	-24.6%
System Improvements - Collection	663,774	934,362	9,190,780	89.8%
System Improvements-Lift Stations	189,939	228,631	1,997,600	88.6%

Sanitation

	6 Months Ended 3/31/2022	6 Months Ended 3/31/2023	FY2023 Budget	Percent Remaining
Revenues	1,538,656	1,791,892	4,473,908	59.9%
Expenses	<u>1,761,519</u>	<u>1,973,960</u>	<u>4,473,908</u>	55.9%
Net Income	(222,864)	(182,069)	0	

* FY2023 Budget Revenue included \$923,288 Master Lease Revenue

Capital	6 Months Ended 3/31/2022	6 Months Ended 3/31/2023	FY2023 Budget	Percent Remaining
Vehicles & Equipment	329,576	282,810	923,288	69.4%
Capital Improvements			209,250	100.0%

Utility's Salaries

	6 Months Ended 3/31/2022	6 Months Ended 3/31/2023	FY2023 Budget	Percent Remaining
Natural Gas	511,600	549,229	1,307,769	58.0%
Electric	667,498	775,734	1,895,126	59.1%
Water	498,333	526,667	1,304,099	59.6%
Wastewater	474,277	481,969	1,258,382	61.7%
Sanitation	510,371	545,876	1,242,228	56.1%

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 Clifford M. Street, Jr. and Kendall Charles Street, as co-trustees of the Street Living Trust (containing 3.5 acres, more or less, and zoned R-1) is generally located on the west side of Greeno Road, north of Manly Road. Farrington Blvd runs between the parcels.

PPINS # 267236, 257637, 356677, 356679

Legal Description: (Case number ZC 22.16)

Parcels ("Lots") 1-3 as recorded on the Street's Commercial Park replat on Slide 2512-A and Lot 1A and 2A as recorded on a Re-Plat of Lots 1 and 2 of the Street's Commercial Park as recorded on Slide 2886-D

Beginning at the southeast corner of Huntington Subdivision, Phase one as recorded on slide 2184-D in the Office of the Judge of Probate, Baldwin County, Alabama; thence run N-01° 14' 37"-E, along the east property line of said subdivision, 522.86 feet to a point located on the south right of way line of Farrington Boulevard; thence run S-89° 41' 25"-E, along said south right of way line, 212.67 feet to a point; thence run along said south right of way line and along a curve to the right having a radius of 25.00 feet, a chord bearing of S-44° 08' 30"-E, and a chord distance of 35.65 feet to a point located on the west right of way line of U.S. Highway 98; thence run S-01° 19' 45"-W, along said west right of way line, 492.71 feet to a point; thence run S-89° 10' 23"-W, leaving said west right of way line, 237.44 feet to the point of beginning; containing 123,567 sq. ft.±, or 2.84 acres±.

Parcel 4

Commencing at the center of Section 29, Township 6 South, Range 2 East, Baldwin County, Alabama; thence run N 00 degrees 09 minutes 52 seconds east, along the north-south half section line 1325.29 feet to a point; thence run north 89 degrees 43 minutes 57 seconds east, 1328.17 feet to a point; thence run north 89 degrees 41 minutes 38 seconds east, 928.81 feet to a point; thence run south 00 degrees 19 minutes 47 seconds east, 586.93 feet to the point of beginning; thence run south 89 degrees 11 minutes 01 seconds east, 244.14 feet to a point on the west right-of-way of U.S. Highway Number 98; thence run south 01 degrees 19 minutes 38 seconds west, along said west right-of-way of U.S. Highway Number 98, 119.71 feet to a point; thence run southwesterly, leaving said west right-of-way of U.S. Highway Number 98 and along a curve to the right having a radius of 25.00 feet, a delta angle of 88 degrees 53 minutes 22 seconds, a chord of which bears south 45 degrees 46 minutes 19 seconds west a distance of 35.01 and an arc distance of 38.79 feet to a point on the north right-of-way of Farrington Boulevard; thence run north 89 degrees 47 minutes 00 seconds west along said north right-of-way of Farrington Boulevard, 215.41 feet to a point; thence run north 00 degrees 19 minutes 47 seconds west leaving said north right-of-way of Farrington Boulevard, 146.76 feet to the point of beginning.

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

The property is hereby rezoned HTD, Highway Transitional District. This property shall hereafter be lawful to construct on such property any structures permitted by Ordinance No. 1253 and to use said premises for any use permitted or building sought to be erected on said property shall be in compliance with the building laws of the City of Fairhope and that any structure shall be approved by the Building Official of the City of Fairhope and that any structure be erected only in compliance with such laws, including the requirements of Ordinance No. 1253.

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 June, 2023

By: _____
Jay Robinson, Council President

Attest:

By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 12th day of June, 2023

By: _____
Sherry Sullivan, Mayor

ORDINANCE NO. 1702

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

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

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

WHEREAS, the proposed amendments relate to the establishment of the Highway Transitional District; and,

WHEREAS, after the appropriate public notice and hearing of ZC 21.02, the Planning Commission of the City of Fairhope, Alabama has forwarded a favorable recommendation;

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

1. **THAT**, Article V, be hereby amended to add the following:

I. *HTD - Highway Transitional District*

1. ***Intent*** - The special standards listed in this section for the highway transitional district are intended to:
 - Provide an alternative to properties along state highways within the City of Fairhope that are beyond the area of influence of the Village Nodes and Commercial Nodes as contemplated by the City of Fairhope Comprehensive Plan.
 - Provide development opportunities consistent with the City's vision for commercial corridors to better serve community needs.
 - Unlike other districts within this section, the HTD is not an overlay district and does not affect any property owners, other than those who voluntarily apply for rezoning to this district.
2. ***Size*** - Lots shall be a minimum of 20,000 s.f. and under 3 acres.
3. ***Use*** - Uses for the HTD are listed in Table 3-1: Use Table. Rezoning to HTD may be conditioned so that uses permitted on appeal require a site plan.
4. ***Location*** - Eligible lots must have minimum of 100 feet on one side fronting the rights-of-way of U.S Highway 98, Alabama Highway 104, or Alabama Highway 181 and lie within the Corporate Jurisdiction of the City of Fairhope.
5. ***Dimension Standards*** -
 - a. Lot frontage shall be adjacent to the highway.
 - b. Setbacks
 - i. Front Setback shall be 20'.
 - ii. Rear Setback shall be 20'.
 - iii. Side setbacks shall be 10'.
 - c. Building Height
 - i. Maximum Height is 30'.
 - ii. A mixed-use building may have a height of 35' if it contains both residential and commercial space. The residential use must make up at least 33% of the total area of the building and be located on the second and/or third floor, and retail or office space must make up at least 50% of the total area of the building and be located on ground and/or second floor.

Ordinance No. 1702

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- d. *Parking*
 - i. *Parking shall be located behind the front building line.*
- e. *Any freestanding single-use or tenant retail building shall not have a building footprint larger than 8,000 square feet.*
- f. *All lands within twenty (20) feet of the boundaries of U.S. Highway 98, Alabama Highway 104, and Alabama Highway 181 within the corporate limits of the City of Fairhope are required to be reserved by owners or developers of such lands as greenspace and tree protection zones. The required greenspace may include land as required by the front setback.*
 - i. *Where no vegetation, other than grass exists, new landscaping and plantings shall be installed at time of development within the 20-foot strip that meet the requirements of the City of Fairhope Tree Ordinance and receives approval by the City Horticulturist; otherwise the land may be left in its natural state and enhanced with the addition of trees and shrubs.*
- g. *Any future rezoning to HTD may be conditioned so that the goals and intent of the Comprehensive Plan and Article V., Section I.I. of the Zoning Ordinance are achieved.*
- h. *For the purposes of Article IV, Section B.2.b. and the screening requirements of the City of Fairhope Tree Ordinance, the Highway Transitional District shall be considered commercial/business regardless of use.*

2. **THAT**, Article III, Section B. Table 3-1: Use Table, be hereby amended to add a column to read as follows:

HTD

Uses Permitted subject to general ordinance standards and conditions: Single-family, Two-family, Townhouse, Mixed-use, Elementary School, Secondary School, Education Facility, Library, Public Open Space, Common Open Space, General Office, Professional Office, Day Care, and Bed & Breakfast.

Uses Permitted subject to special conditions listed in the ordinance: Accessory Dwelling, Home Occupation, and Convenience Store.

Uses Permitted only on appeal and subject to special conditions: Multiple-family/Apartment, Place of Worship, Cemetery, Hospital, Community Center or Club, Public Utility, General Merchandise, Outdoor Sales Limited, Garden Center, Convalescent or Nursing Home, Clinic, Outdoor Recreation Facility, Mortuary or Funeral Home, and Limited Manufacturing.

3. **THAT**, Article III, Section B. Table 3-2: Dimension Table, be hereby amended to add a row to read as follows:

HTD – See Article V., Section I.

Ordinance No. 1702

Page -3-


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 22nd day of February, 2021.

By: 
Jack Burrell, Council President

Attest:

By: 
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 22nd day of February, 2021.

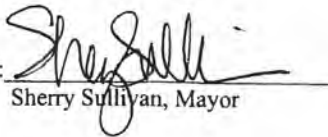
By: 
Sherry Sullivan, Mayor

Table 3-1: Use table

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

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

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

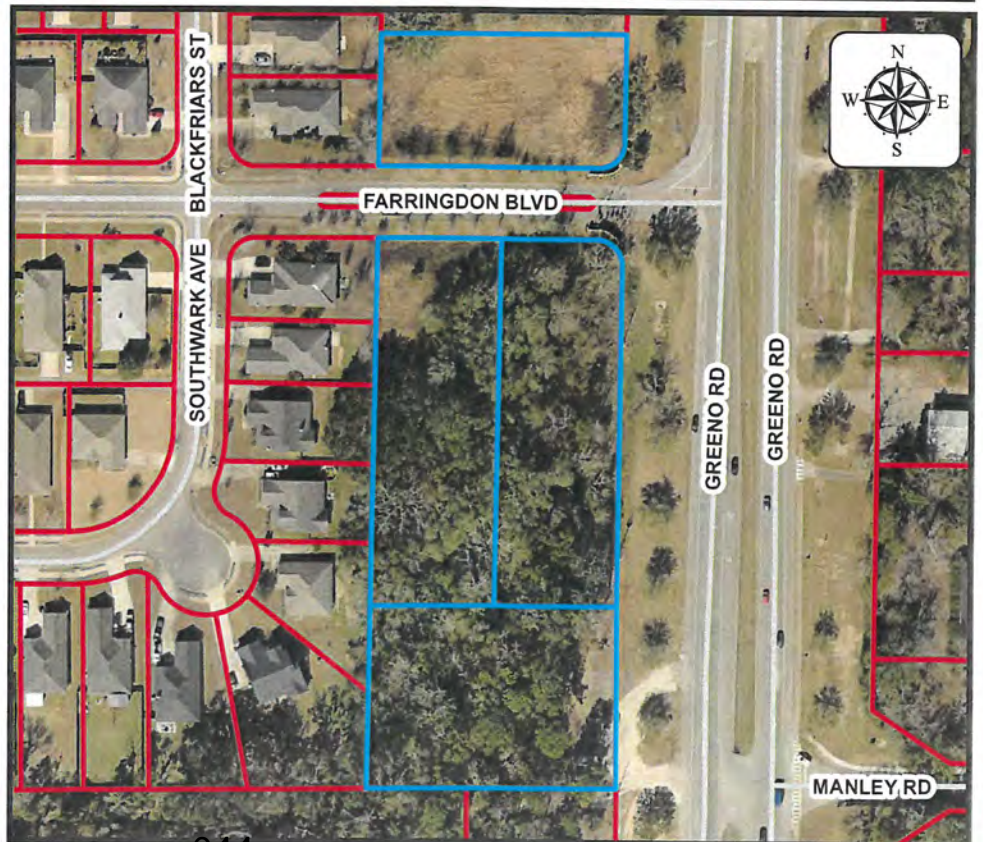
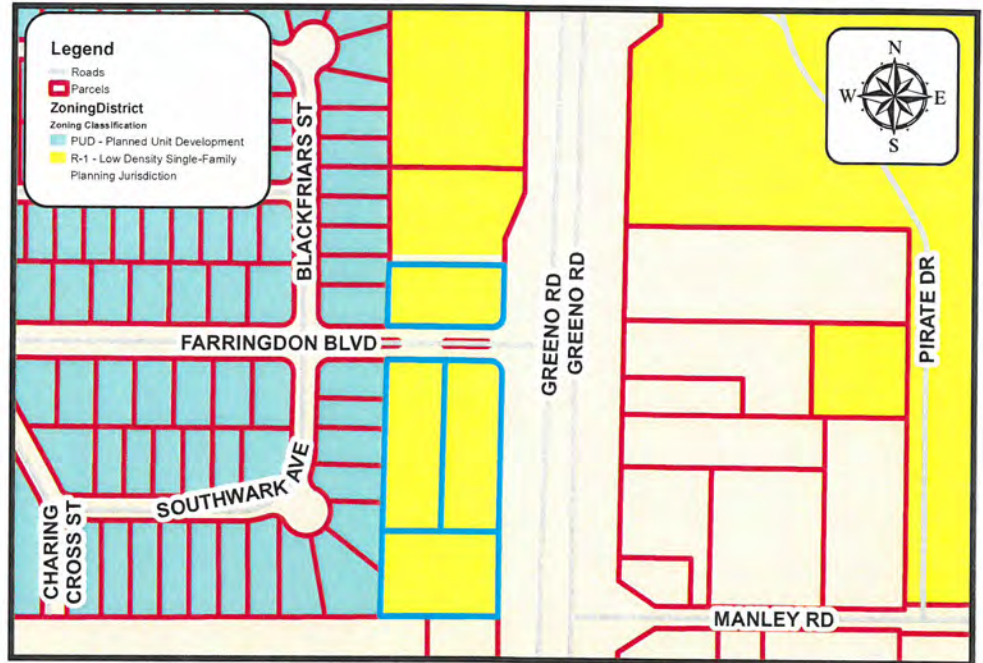
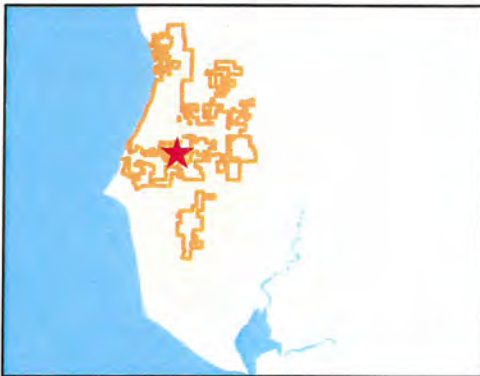
City of Fairhope Planning Commission

December 5, 2022



Planning Commission unanimously (8 Ayes, 0 Nays) voted to recommend approval of ZC 22.16.

ZC 22.16 - Street Property, Rezoning



Project Name:	Street Property
Site Data:	3.5 acres
Project Type:	4 Lot Rezoning
Jurisdiction:	Fairhope Planning Jurisdiction
Zoning District:	R-1
PPIN Number:	267236, 257637, 356677, 356679
General Location:	West side of Greeno Road, North of Manly Road. Farringdon Blvd runs between the parcels
Surveyor of Record:	
Engineer of Record:	
Owner / Developer:	Street, Clifford Etal Jean
School District:	Fairhope Elementary School Fairhope Middle and High Schools
Recommendation:	Approval
Prepared by:	Michelle Melton



RECEIVED

OCT 25 2022

BY: all

APPLICATION FOR ZONING DISTRICT CHANGE

Property Owner / Leaseholder Information
 Name: Street Clifford EIA Sean Phone Number: 251-463-5177
 Street Address: 8370 County Rd 34
 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: Clifford M Street Sr Phone Number: 251-463-5177
 Street Address: 17750 Greeno Road
 City: Fairhope State: AL Zip: 36532

Current Zoning of Property: R-1
 Proposed Zoning/Use of the Property: HTD
 Property Address: 0 Clifford St LN, 0 Farrington Blvd, 0 Greeno Rd
 Parcel Number: 267234, 257637, 356677, 354679
 Property Legal Description:
 Reason for Zoning Change: Professional office

- 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: NA

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.

Clifford M Street Sr Clifford M Street Sr.
 Property Owner/Leaseholder Printed Name Signature
10-21-2022
 Date Fairhope Single Tax Corp. (If Applicable)

Summary of Request:

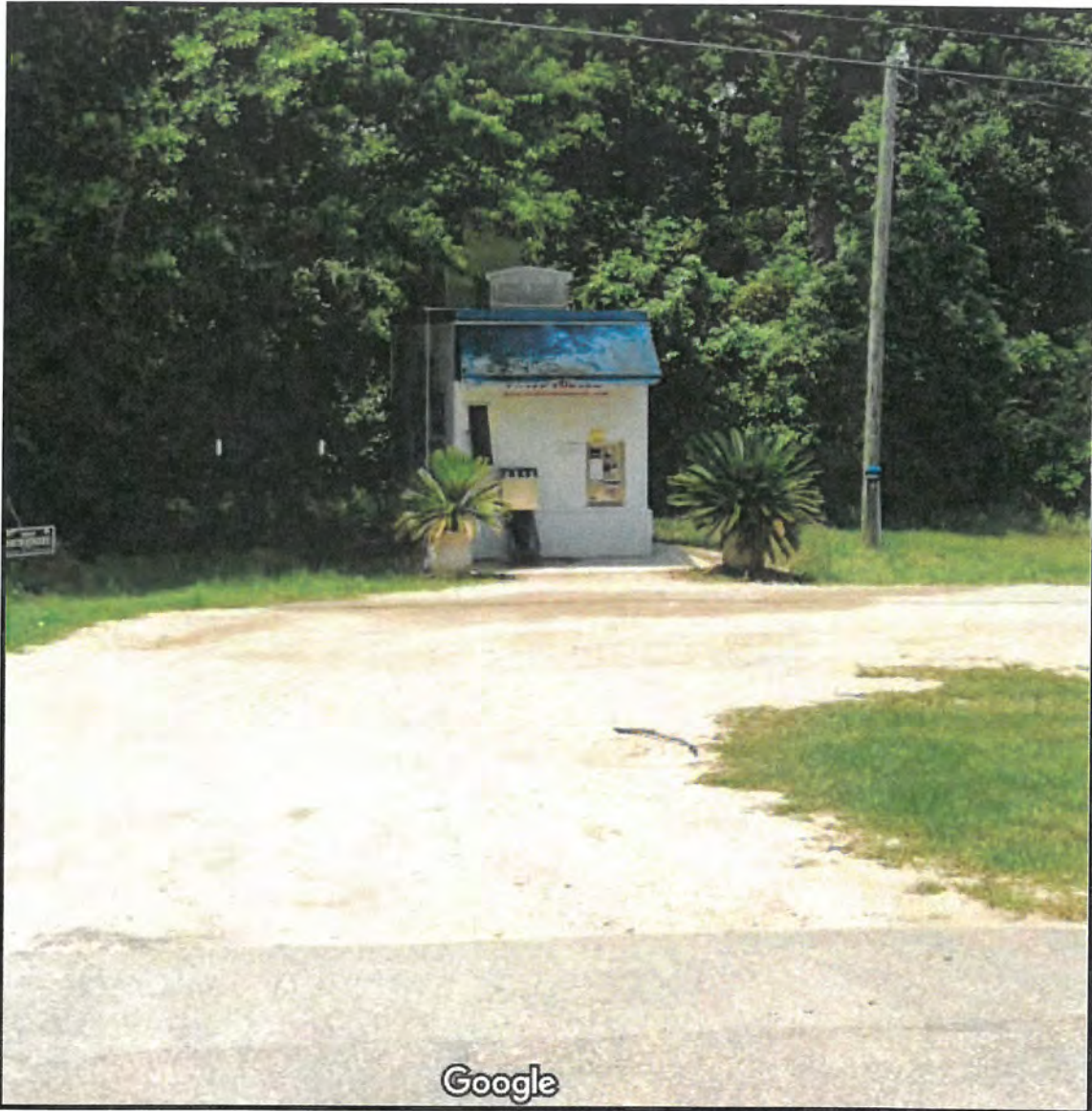
Applicants, Clifford M. Street, Jr. and Kendall Charles Street, as co-trustees of the Street Living Trust, request the subject property be rezoned from R-1, Low Density Single Family Residential District to Highway Transitional District (“HTD”). The property consists of four (4) parcels (PPINs: 267236, 257637, 356677, and 356679) totaling +/- 3.5 acres. The parcels straddle the entrance to Huntington Woods on Farringdon Boulevard, off of South Greeno Road (US Hwy 98). There is one (1) parcel located north of Farringdon Boulevard and the rest are situated south of Farringdon Boulevard. *See below.*

Applicants contend that the property is better suited for commercial/business use, which is the intent of the Highway Transitional District, rather than as residential use. Moreover, some of the parcels are taxed as commercial by the Baldwin County Revenue Commission. Applicants would like the opportunity to potentially build office space(s) on the parcels justifying their request. This is merely the rezoning request and there are no imminent plans for development at this time.



Site History:

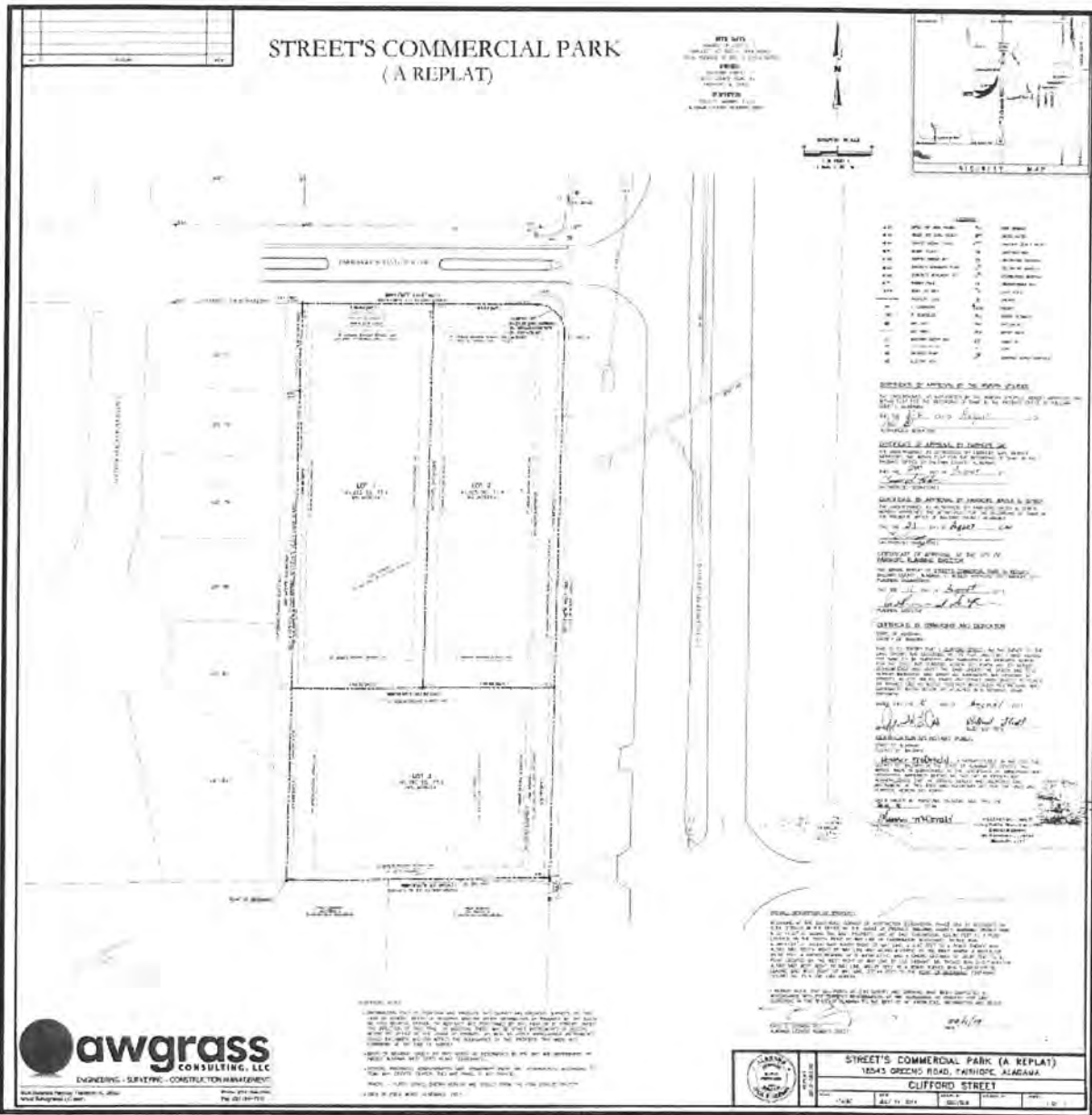
Three (3) of four (4) of the parcels are currently vacant. The southernmost parcel has a well-established ice machine located on its South Greeno Road facing side. The ice machine was placed on the southernmost parcel prior to the R-1 zoning designation and was more or less grandfathered in. *See below.*



Last visited on November 21, 2022.

The three (3) parcels south of Farrington Boulevard make up the 2014 platted Street's Commercial Park (Slide 2512-A, Baldwin County Probate Records) and shown below. The three (3) parcels making up the Street's Commercial Park are taxed as commercial property by the Baldwin County Revenue Commission. However, commercial use beyond the ice machine has not come to fruition.

The subject property has been in the Street family for 20+ years.



Slide 2512-A, Baldwin County Probate Records

Requirements for the Highway Transitional District:

The Highway Transitional District was added to the Zoning Ordinance in February 2021 as Ordinance 1702. (See Exhibit A). According to Article V, Section I (1), of the Zoning Ordinance (Ord. 1253), the intent of the HTD is three-fold.

Intent – The special standards listed in this section for the highway transitional district are intended to:

- Provide an alternative to properties along state highways within the City of Fairhope that are beyond the area of influence of the Village Nodes and Commercial Nodes as contemplated by the City of Fairhope Comprehensive Plan.
- Provide development opportunities consistent with the City’s vision for commercial corridors to better serve community needs.
- Unlike other districts within this section, the HTD is not an overlay district and does not affect any property owners, other than those who voluntarily apply for rezoning to this district.

Applicants desire for the property to be commercial/business use, especially since ¾ of the property is being taxed as commercial. Since the parcels are adjacent to a major highway, the HTD zoning makes sense and is reasonable. Furthermore, general and professional office use are acceptable uses by right according to Table 3-1 as shown below and attached as Exhibit B.

Table 3-1: Use table

Zoning District	Zoning District														PUD	VRM	MVC	CVC	HTD
	R-1A	R-1 (subject)	R-2	R-1 TH	R-2 (VGR)	R-3	R-4	R-5	R-6	B-1	B-2	B-3a	B-3b	B-4					
Dwelling																			
Single-family	●	●	●			●	●	●		●	●	●	●	●					
Two-family						●	●	●		●	●	●	●	●					
Townhouse																			
Patio House				●						●	●			●					
Multiple-family / Apartment					●		●					○	○						
Manufactured Home									●								○		
Mixed-use										●	●	●	●	●					
Accessory Dwelling										●	●	●	●	●					
Estate										●	●	●	●	●					
Civic																			
Elementary School		●	●			●	●	●		●	●	●	●	●	●	●	●		
Secondary School		●	●			●	●	●		●	●	●	●	●	●	●	●		
Education Facility		●	●			●	●	●		●	●	●	●	●	●	●	●		
Library		●	●			●	●	●		●	●	●	●	●	●	●	●		
Place of Worship																			
Cemetery	○	○	○			○	○	○		○	○	○			○	○	○		
Hospital																			
Public Open Space	●	●	●			●	●	●		●	●	●	●	●	●	●	●		
Common Open Space	●	●	●			●	●	●		●	●	●	●	●	●	●	●		
Community Center or Club	○	○	○			○	○	○		○	○	○	○	○	○	○	○		
Public Utility	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○		
Office																			
General										●	●			●	●	●	●		
Professional										●	●			●	●	●	●		
Home Occupation	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●		

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

the standards and procedures of this ordinance

Size: Article V, Section I(2) mandates that the size of each lot be a minimum of 20Kft² and under three (3) acres. Lots being synonymous with parcels for the sake of clarity, all four (4) parcels meet the size requirement of the HTD.

Location: Each parcel has frontage at least 100 ft along South Greeno Road, which is a location requirement for the HTD per subsection (4).

Dimension Standards: Article V, Section I(5)(b) calls for the following setbacks in the HTD, all of which can be accomplished in each of the four (4) parcels.

b. Setbacks

- i. Front Setback shall be 20’
- ii. Rear Setback shall be 20’
- iii. Side setbacks shall be 10’

Maximum building heights of 30’ or 35’ shall be applicable to any buildings on the parcels.

Parking shall be located behind the front building line if and when buildings are anticipated.

Per subsection (e), any stand-alone single use or tenant retail building shall not exceed an 8Kft² footprint.

Subsection (f) states that “all lands within twenty (20) feet of the boundaries of U.S. Highway 98, Alabama Highway 104, and Alabama Highway 181...are required to be reserved by owners or developers...as greenspace and tree protection zones...” If there is no other vegetation beyond grass at the time of development, then new landscaping and plantings shall be installed at the time of the development. Said landscaping and plantings shall be approved by the City Horticulturalist.

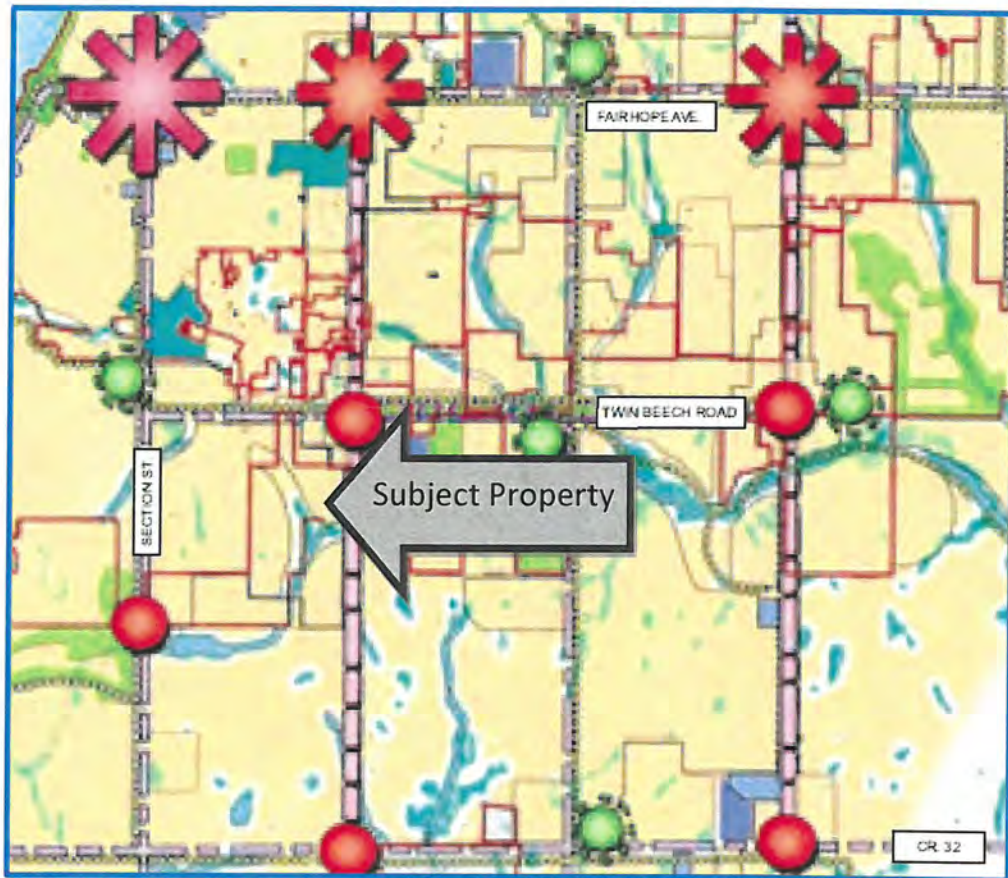
The City of Fairhope Tree Ordinance considers the HTD as commercial/business regardless of the actual use.

Pursuant to Article II, Section C(1) “Zoning Amendments,” subsection (e) “Criteria” the application shall be reviewed based on the following criteria:

(1) Compliance with the Comprehensive Plan;

Response: The current Comprehensive Land Use Plan (circa 2016) supports a village concept with village centers containing the highest intensity of business uses with commercial nodes located on Greeno Road, Highway 181, and Section Street. The preferred plan places village centers at North Village (current Fly Creek PUD), Greeno Road, intersection of Fairhope Avenue and Highway 181, and downtown, with downtown considered the ultimate village center. The nearest village nodes are located at Greeno Road and Twin Beech Road and Greeno Road and County Road 32. An additional node is at Section Street and County Road 34. The “subject” property is triangulated among the aforementioned commercial nodes. *See below.*

The subject property is not appropriate for a full-blown commercial node; however, staff does believe the property is appropriate for HTD by definition and location.



2016 Comprehensive Land Use Plan – Preferred Use Land Map

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

Response: Currently, all the parcels are zoned R-1. R-1 is most likely not the best use for smaller parcels that directly front a major highway since R-1 is a more appropriate designation for larger parcels. Moreover, “screening” is an important attribute that runs throughout this ordinance and HTD requires the first twenty (20) feet of the parcel from the highways be vegetated beyond that of just grass; whereas, R-1 does not. Also, HTD is transitional and these parcels ease the transition from busy highway to the residential subdivision behind them.

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

Response: Each parcel fronts S. Greeno Road (US Hwy 98). Each parcel is backed by the Huntington Woods subdivision. Parcels north of the stand-alone northern parcel are zoned R-1. There are two (2) such parcels and they are much larger and have what appears to be one (1) residence on each. Parcels located south of the parcels known as Street’s Commercial Park are unzoned as are parcels across S. Greeno Road (US Hwy 98). There is not any known anticipated pending development in the immediate surrounds of the subject property.

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

Response: There is no proposed development at this time. At least one (1) parcel (ice machine) is energized. Future development project(s) shall confirm the adequacy of the public infrastructure.

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

Response: The Applicants have no known plans of construction or redevelopment at this time.

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

Response: Rezoning complements the Tree Ordinance. At the time of any redevelopment all applicable laws of the city will be applied. If granted, any use within HTD zoning will be allowed 'by right'.

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

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

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

Response: Applicants do not have any immediate plans for development. Nonetheless, the parcels are situated in an area that fits the bill for HTD by definition. If the property is developed commercially there very well may be potential impacts; however, any future building permits will be reviewed by staff prior to any construction and development shall follow all of the appropriate setbacks, footprints, and buffers. In addition, since the parcels front a major highway then ALDOT will also weigh in on any future development plans.

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

Response: Since this is a straight rezoning request where a solidified future use and/or site plan is not yet even fully contemplated then it is impossible for staff to determine any specific impacts on the surrounding neighborhood although it is reasonable to assume that there will be some impacts with any future development. Nonetheless, any future development will have various approval processes where these concerns and more will be thoroughly vetted.

Recommendation:

Staff recommends **approval** of ZC 22.16.

From: [Jacqueline Turner](#)
To: [planning](#)
Subject: Case ZC 22.16
Date: Monday, November 28, 2022 8:09:30 AM

SENT FROM AN EXTERNAL ADDRESS

Hello,

With the Thanksgiving Holiday, there really was not enough time to properly draft a response to the letter recently received regarding the above requested rezone.

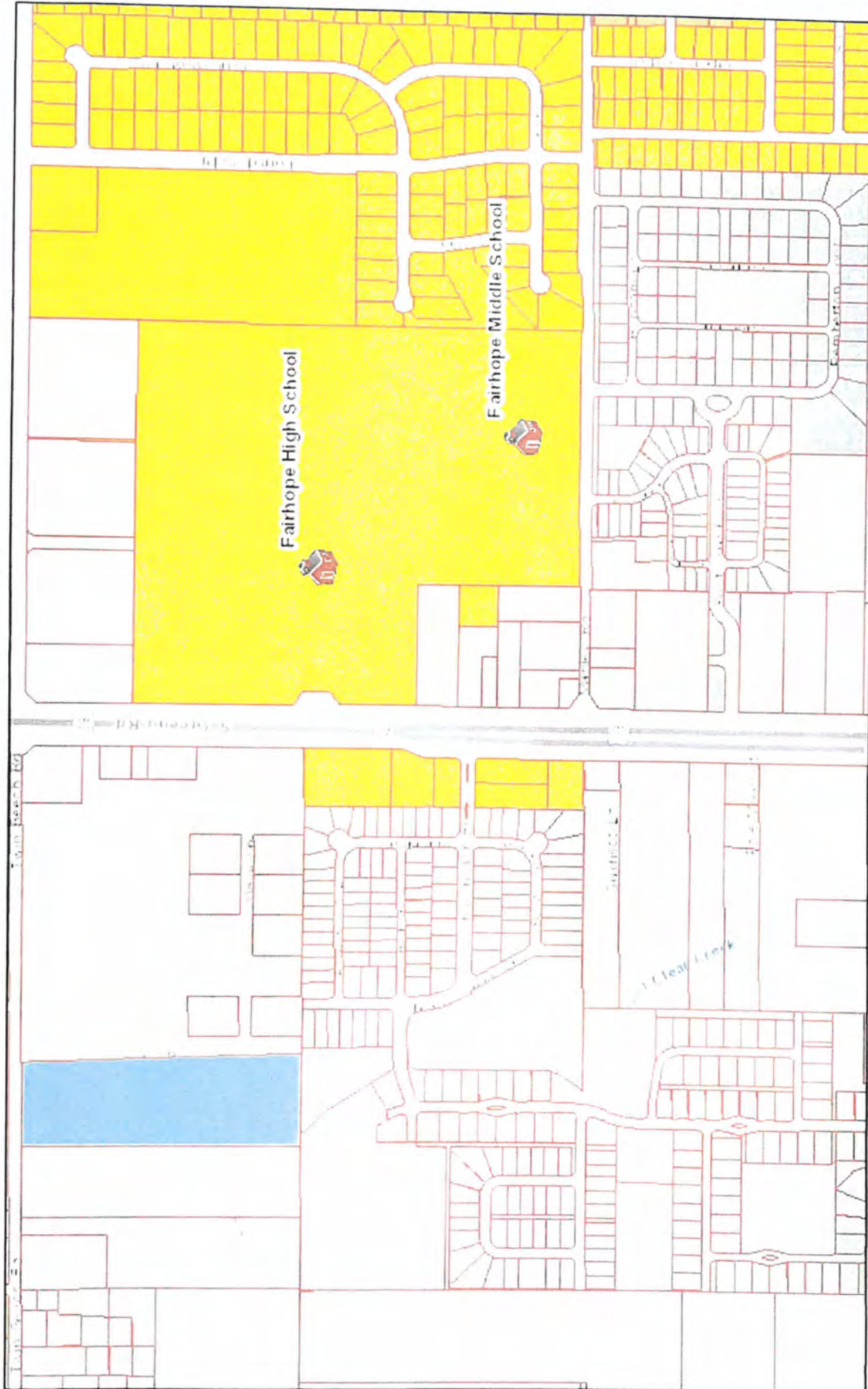
However, as an impacted homeowner, as well as a representative of the almost hundred member HOA, we are **VEHEMENTLY OPPOSED** to this zoning change! None of our key concerns, such as traffic and the safety of our children, have changed. In fact, they have been increasingly exacerbated by the additional traffic due to residential development behind ours and the overall influx of area development. In addition, commercial driveways would not be feasible off Farringdon as it is a tree lined entrance that we maintain. Placing the entrances off of Highway 98 would only add to everyone's nightmare of school traffic as it is across the street from the main high school entrance. Keeping the current zoning is the only common sense choice.

Thank you for your consideration,
Jacqueline Turner

Erik Perrin, Huntington Woods Resident

Mr. Perrin called on November 28th, 2022, to voice his opinion regarding Case ZC 22.16, the rezoning of the Street property to HTD. He stated that he was not against the rezoning, he would like to see the property develop, but did ask that the ingress/egress for the lots be located on Greeno Road rather than Farrington Boulevard and entrance to the Huntington Woods Subdivision. He added that there is a lot of traffic from Old Battles Village being developed.

ArcGIS Web Map

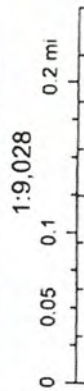


October 27, 2022

Zoning

- B-1 - Local Shopping District
- B-2 - General Business District
- B-3a - Tourist Resort Lodging District
- B-3b - Tourist Resort Commercial Service District
- B-4 - Business and Professional District

- HTD - Highway Transition District
- M-1 - Light Industrial District
- P-1 - Parking



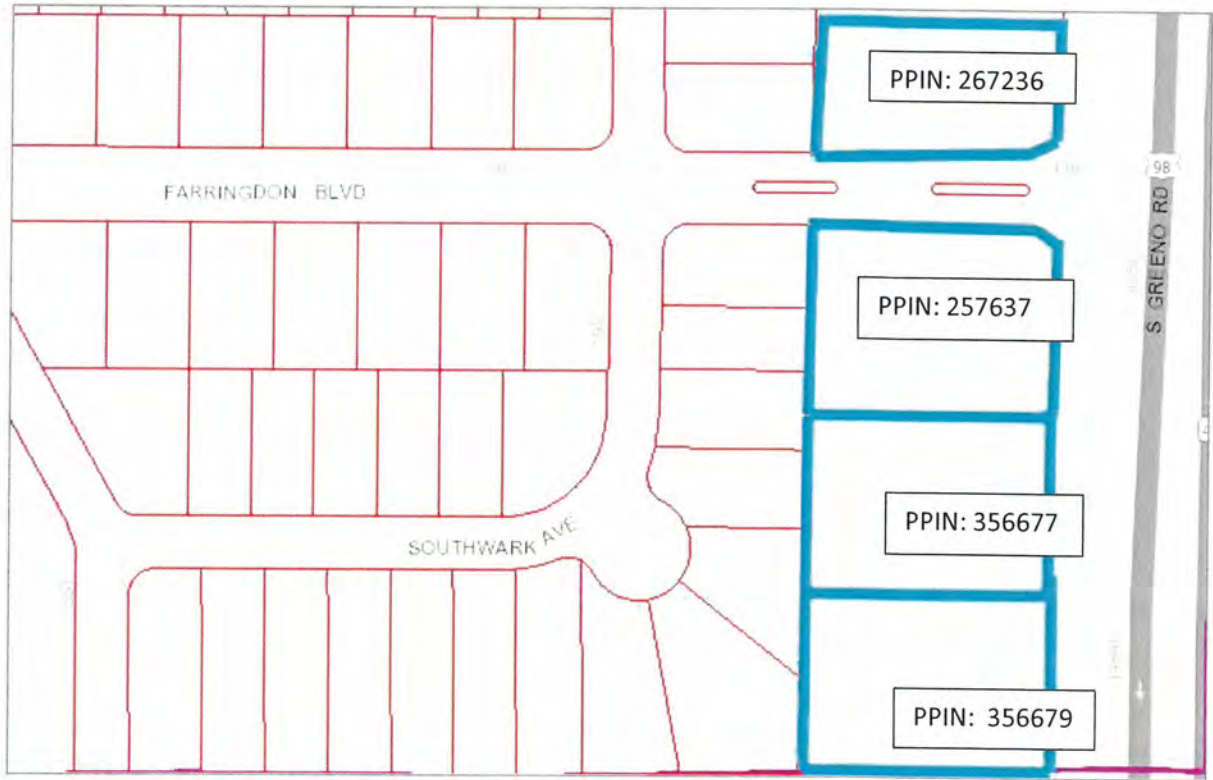
1:9,028

KCS, Esri, HERE, Garmin, GeoTechnologies, Inc., Intermap, USGS, METI/
NASA, EPA, USDA

Web AppBuilder for ArcGIS

Exhibit A:

Map of the Property of the Street Living Trust to be re-zoned to HTD (Case ZC 22.16)



ORDINANCE NO. _____

WHEREAS, **CELEBRATION CHURCH, INC. f/k/a FAIRHOPE ASSEMBLY OF GOD CHURCH, INC.**, the owner of the hereinafter described property, did, in writing, petition the City of Fairhope, a municipal corporation, for annexation under Section 11-42-21 of the Code of Alabama, 1975, as amended; and

WHEREAS, a map of said property is attached to said Petition as an exhibit; NOW, THEREFORE

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the following described property, lying contiguous to the corporate limits of the City of Fairhope, Alabama; and not within the corporate limits or the police jurisdiction of any other municipality; be and the same is hereby annexed to the City of Fairhope, Alabama, to-wit:

Property is located at 8180 Dyer Road, Fairhope, Alabama.

LEGAL DESCRIPTION:

TAX PARCEL 46-02-09-0-000-009.000 (PPIN 50796)

Lot Sixteen (16) in Subdivision of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and the West Half (W 1/2) of the Southwest Quarter (SW 1/4) of Section 9, Township 6 South, Range 2 East, as per plat recorded in Book 4, Page 277, Probate Records of Baldwin County, Alabama, containing five (5) acres, more or less.

This property shall be zoned R-1, Low Density Single-Family Residential District.

BE IT FURTHER ORDAINED that a certified copy of this Ordinance, with a copy of the Petition and the exhibit, be recorded in the Office of the Probate Judge, Baldwin County, Alabama.

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

Adopted and approved this 12th day of June, 2023.

By: _____
Jay Robinson, Council President

Attest:

By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 12th day of June, 2023.

By: _____
Sherry Sullivan, Mayor



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 _____
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]
Signature of Petitioner

Johnny Hunt for
Print petitioner's name Celebration Church, Inc.

Signature of Petitioner

Print petitioner's name

Signature of Petitioner

Print petitioner's name

Physical Address of property being annexed: 8180 Dyer Rd

Petitioner's Current Physical Address:
8180 Dyer Rd
Fairhope, AL 36532

Petitioner's Current Mailing Address:
8180 Dyer Rd
Fairhope AL 36532

Telephone Number(s): 318-773-8945
Home

251-928-0343
Work

Tax Parcel ID Number: 50796

Size of Property: 4.33 Acres

I, Jenny Opal White a Notary Public in and for said State and County, hereby certify that Johnny Hunt 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 2nd day of June, 2023,

(Seal)



Jenny Opal White
Notary Public

My commission expires _____

My Commission Expires
September 13, 2023

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 _____

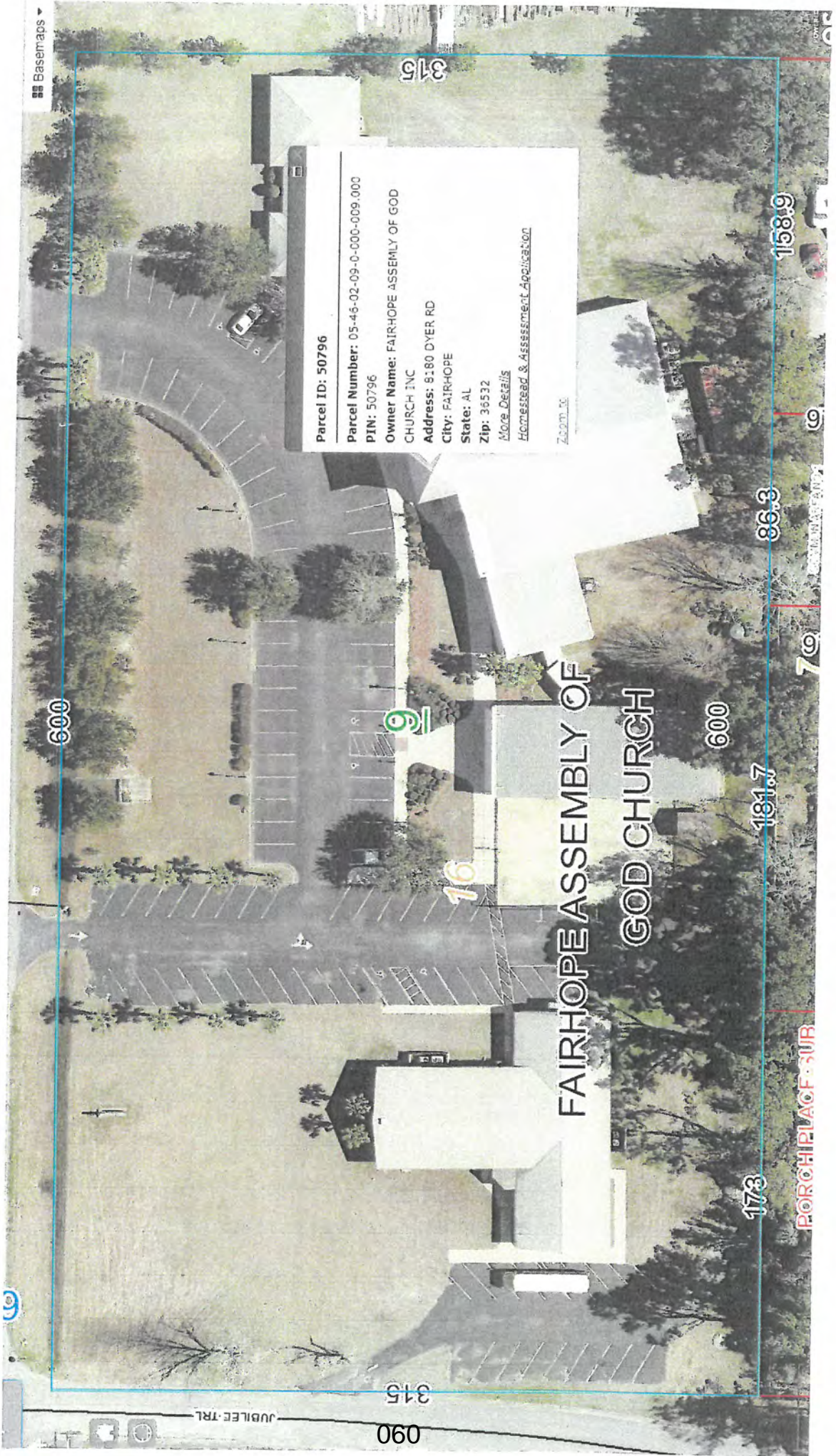
I, _____ a Notary Public in and for said State and County, hereby certify that _____ whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day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

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

(Seal)

Notary Public

My commission expires _____



Parcel ID: 50796

Parcel Number: 05-46-02-09-0-000-009.000

PIN: 50796

Owner Name: FAIRHOPE ASSEMBLY OF GOD CHURCH INC

Address: 8180 DYER RD

City: FAIRHOPE

State: AL

Zip: 36532

[More Details](#)
[Homestead & Assessment Application](#)

Zoom In

FAIRHOPE ASSEMBLY OF
GOD CHURCH

Basemaps

090

315

600

9

16

600

181.7

86.3

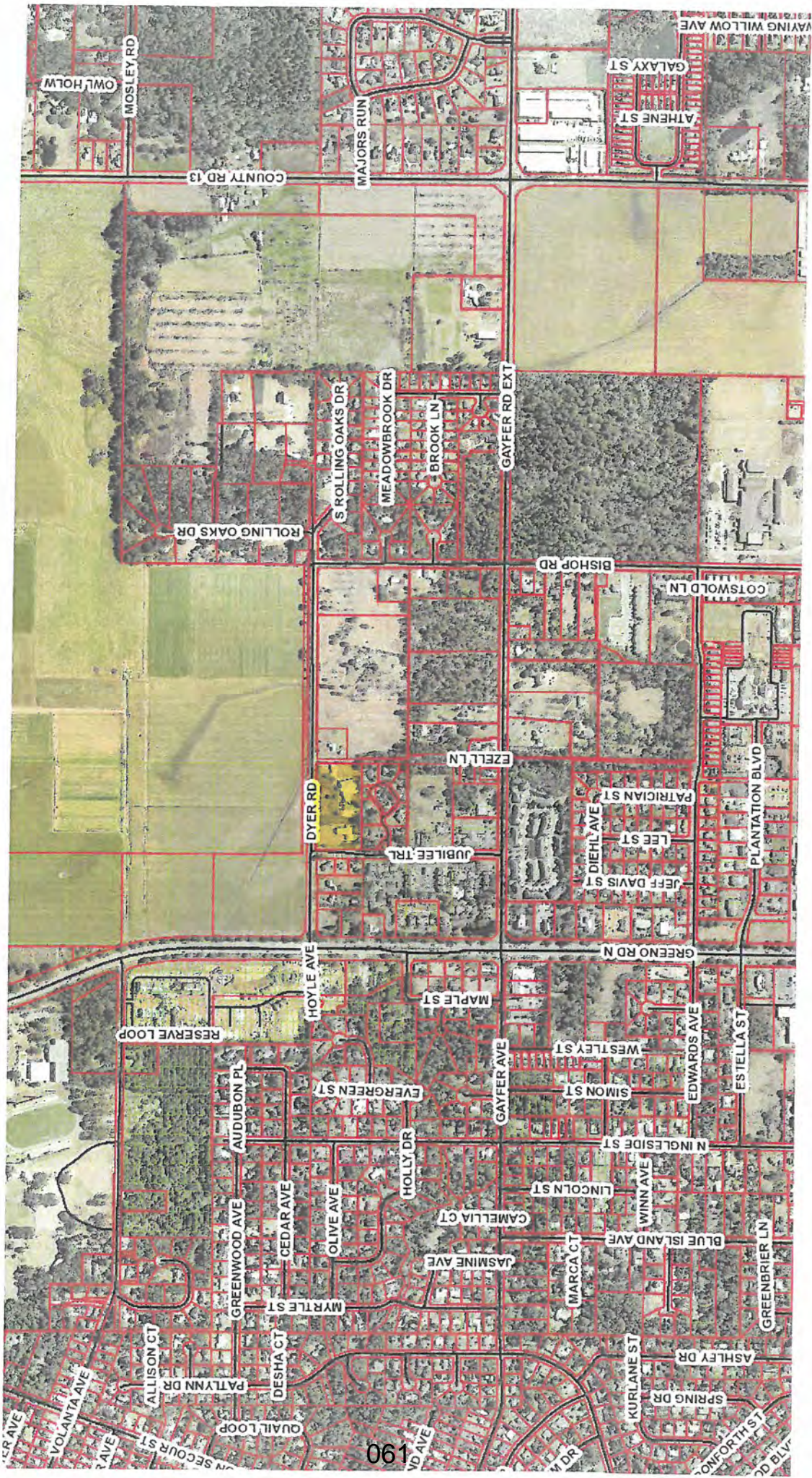
158.9

173

PORCH/BLAC/SUB

70

JUBILEE TRL



OSWALD RD
MOSLEY RD
MAJORS RUN

COUNTRY RD 13

ROLLING OAKS DR
S ROLLING OAKS DR
MEADOWBROOK DR
BROOK LN
GAYFER RD EXT

BISHOP RD
COTSWOLD LN
EZZELL LN
JUBILEE TRL
DIEHL AVE
PATRICIAN ST
LEE ST
JEFF DAVIS ST
PLANTATION BLVD
GREEN RD N

DYER RD
HOYLE AVE
RESERVE LOOP
AUDUBON PL
EVERGREEN ST
MAPLE ST
GAYFER AVE
WESTLEY ST
SIMON ST
N INGLETSIDE ST
LINCOLN ST
WINN AVE
BLUE ISLAND AVE
EDWARDS AVE
ESTELLA ST
GREENBRIER LN
ASHLEY DR
SPRING DR
KURLANE ST
CONIFORTH ST
JASMINE AVE
CAMELLIA CT
HOLLY DR
MYRTLE ST
CEDAR AVE
OLIVE AVE
MARCA CT
GREENWOOD AVE
ALLISON CT
PATLYNN DR
DESHA CT
QUAIL LOOP
VOLANTA AVE
SECUR ST

ORDINANCE NO. _____

**AN ORDINANCE REPEALING AND REPLACING
ORDINANCE NO. 1520, AN ORDINANCE ALLOCATING
THE FUNDS COLLECTED FROM
THE CITY OF FAIRHOPE'S SALES AND USE TAX**

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

Section 1. That the Treasurer for the City of Fairhope is hereby instructed and empowered to receive and deposit any funds collected in the future as Sales and Use Tax receipts according to the following distribution:

1. Deposit one-half (1/2) of each month's Sales and Use Tax receipts into the General Fund Operating Account, for operations of the General Fund.
2. Deposit any amount of the remaining one-half (1/2) of each month's Sales and Use Tax receipts necessary to maintain the Sales Tax Reserve Account balance of \$10,000,000.00.
3. In months when the Sales Tax Reserve Account is \$10,000,000.00, the remaining one-half (1/2) of each month's Sales and Use Tax receipts is to be deposited as follows:
 - a. Deposit one-half (1/2) into a General Fund Reserve Account, specifically designated as General Fund Debt Pre-payment Account. Funds in this General Fund Debt Pre-payment Account are to be used for pre-payment of existing debt of the General Fund or General Fund operations as set forth in Section 3.
 - b. Deposit one-half (1/2) into a Capital Projects Fund, specifically designated as Infrastructure Improvement Special Account. Funds in this Infrastructure Improvement Special Account are to be used only for improvements to City streets, sidewalks, parks, and buildings, as approved by vote of the City Council.

Section 2. During the budget process, the City Council will review and decide if any additional debt principal reduction will be made during the next fiscal year. If additional debt principal reduction is agreed upon, the City Treasurer will move the necessary amount into the General Fund Debt Pre-payment Account which will decrease the funds going into the Capital Projects Fund for that year.

Section 3. During the budget process, the City Council will decide if any additional debt principal reduction for the Utilities by reducing transfers from the Utilities to the General Fund will be made during the next fiscal year. To offset the reduction of transfers from the Utilities, the portion of the Sales and Use Tax revenue that is restricted in the General Fund Debt Pre-payment Account can be used for General Fund operations up to the amount of the reduction. If additional debt principal reduction is agreed upon, a statement with the reduction amount will be included in the resolution adopting the budget for that year.

Ordinance No. _____
Page -2-

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

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 JUNE, 2023

Jay Robinson, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

ADOPTED AND APPROVED THIS 12TH DAY OF JUNE, 2023

Sherry Sullivan, Mayor

ORDINANCE NO. 1520

**AN ORDINANCE REPEALING AND REPLACING
ORDINANCE NO. 1384 AND ORDINANCE NO. 1459,
AN ORDINANCE ALLOCATING THE FUNDS COLLECTED FROM
THE CITY OF FAIRHOPE'S SALES AND USE TAX**

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

Section 1. That the Treasurer for the City of Fairhope is hereby instructed and empowered to receive and deposit any funds collected in the future as Sales and Use Tax receipts according to the following distribution:

1. Deposit one-half (1/2) of each month's Sales and Use Tax receipts into the General Fund Operating Account, for operations of the General Fund.
2. Deposit any amount of the remaining one-half (1/2) of each month's Sales and Use Tax receipts necessary to maintain the Sales Tax Reserve Account balance of \$7,000,000.00.
3. In months when the Sales Tax Reserve Account is \$7,000,000.00, the remaining one-half (1/2) of each month's Sales and Use Tax receipts is to be deposited as follows:
 - a. Deposit one-half (1/2) into a General Fund Reserve Account, specifically designated as General Fund Debt Pre-payment Account. Funds in this General Fund Debt Pre-payment Account are to be used for pre-payment of existing debt of the General Fund or General Fund operations as set forth in Section 3.
 - b. Deposit one-half (1/2) into a Capital Projects Fund, specifically designated as Infrastructure Improvement Special Account. Funds in this Infrastructure Improvement Special Account are to be used only for improvements to City streets, sidewalks, parks, and buildings, as approved by vote of the City Council.

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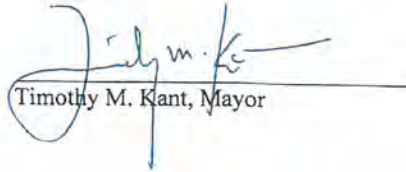
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Ordinance No. 1520
Page -2-

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


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

ADOPTED AND APPROVED THIS 29TH DAY OF SEPTEMBER, 2014


Timothy M. Kant, Mayor

ATTEST:


Lisa A. Hanks, MMC
City Clerk

Ord. No. 1520 Published in
FAIRHOPE COURIER
on Tuesday, September 2, 2014
 City Clerk

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NO. 1385 AND
TO REPEAL AND REPLACE ORDINANCE NO. 1521
KNOWN AS THE CITY OF FAIRHOPE'S
SALES AND USE TAX ORDINANCE

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

The ordinance known as the City of Fairhope's Sales and Use Tax Ordinance (No. 1385), adopted 27 April 2009, is hereby amended in respect to the certain sections below and all other sections within this ordinance remain as written and adopted:

Section 6. Use of Proceeds. The proceeds from the tax herein levied remaining after payment of the costs of collecting said tax, including all charges of the administration for such collection and paid over to and received by the City of Fairhope shall be distributed according to Ordinance No. _____, an ordinance for allocating the funds collected from the City of Fairhope's Sales and Use Tax, adopted and approved on June 12, 2023 by the City Council.

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

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 JUNE, 2023

Jay Robinson, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

ADOPTED AND APPROVED THIS 12TH DAY OF JUNE, 2023

Sherry Sullivan, Mayor

ORDINANCE NO. 1521

AN ORDINANCE AMENDING ORDINANCE NO. 1385
AND REPEALING ORDINANCE NO. 1460
KNOWN AS THE CITY OF FAIRHOPE'S
SALES AND USE TAX ORDINANCE

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

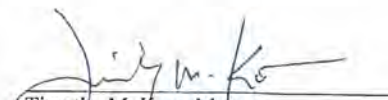
The ordinance known as the City of Fairhope's Sales and Use Tax Ordinance (No. 1385), adopted 27 April 2009, is hereby amended in respect to the certain sections below and all other sections within this ordinance remain as written and adopted:

Section 6. Use of Proceeds. The proceeds from the tax herein levied remaining after payment of the costs of collecting said tax, including all charges of the administration for such collection and paid over to and received by the City of Fairhope shall be distributed according to Ordinance No. 1520, an ordinance for allocating the funds collected from the City of Fairhope's Sales and Use Tax, adopted and approved on September 29, 2014 by the City Council.

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

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

ADOPTED AND APPROVED THIS 29TH DAY OF SEPTEMBER, 2014


Timothy M. Kant, Mayor

ATTEST:


Lisa A. Hanks, MMC
City Clerk

Ord. No. 1521 Published in
FAIRHOPE COURIER
on Thursday, October 7, 2014
L. Hanks City Clerk

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRHOPE,
ALABAMA, APPROVING AND AUTHORIZING THE CITY TO ENTER INTO A
GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION
FOR THE CONSTRUCTION OF A NEW AIRPORT TERMINAL AT
H. L. "SONNY" CALLAHAN AIRPORT (KCQF)**

WHEREAS, the United States of America acting through the Federal Aviation Administration under the "Bipartisan Infrastructure Law – Airport Terminals Program," has offered to pay an approximately \$2,000,000.00 (with the final amount to be determined after submission of the grant application) for the construction of a new airport terminal building at H. L. "Sonny" Callahan Airport (KCQF), which will generally include site development and the construction of a 4,000 square foot terminal building;

WHEREAS, the grant funding will include payment by the FAA for 95% of the site development cost, and 76% of the construction cost of the terminal building itself;

WHEREAS, the *estimated* cost of matching funds that will be required to complete the site development and construction of the terminal building is \$700,000.00;

WHEREAS, the matching funds required to complete construction in accordance with the approved plans and specifications for the terminal building shall be the responsibility of Fairhope Airport Authority;

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

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

WHEREAS, the deadline date for the submission of the application is **June 30, 2023**, and the deadline for the execution of the applicable Grant Agreement is not later than **August 31, 2023**;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fairhope, in a regular meeting of the City Council, that the Mayor is hereby authorized to sign and execute any necessary and appropriate documents (to include, without limitation, the grant application due on or before June 30, 2023 and, if the grant is awarded, the final grant agreement) so that the City of Fairhope and Fairhope Airport Authority can receive the Airport Terminal Program grant for the site work and construction of a 4,000 square foot terminal building at H. L. "Sonny" Callahan Airport.

Resolution No. _____
Page -2-

This Resolution is subject to the Board of Directors of Fairhope Airport Authority, prior to June 30, 2023, adopting and approving a resolution acknowledging the City Council's authorization to submit the grant application, and the Authority committing to pay, in full, all required matching portions that will be required under the subsequent grant agreement (including site development and construction costs).

Adopted this the 12th day of June, 2023.

Jay Robinson, Council President
City of Fairhope, Alabama

ATTEST:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, that Mayor Sherry Sullivan is hereby authorized to execute a Reciprocal Agreement between The City of Fairhope and the Baldwin County Commission for exchanging information relating to tax returns and/or tax information. This agreement shall be for a period of three (3) years.

Adopted on this 12th day of June, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



BALDWIN COUNTY

SALES & USE TAX DEPARTMENT
P.O. Box 189
ROBERTSDALE, ALABAMA 36567
www.baldwincountyal.gov

(251) 928-3002 Eastern Shore
(251) 943-5061 South Baldwin
(251) 937-9561 North Baldwin
(251) 972-6836 FAX

ZAH

May 22, 2023

Sherry Sullivan, Mayor
City of Fairhope
P O Box 429
Fairhope, AL 36536

Re: Reciprocal Agreement between City of Fairhope and Baldwin County Commission
Current Reciprocal Agreement Expiring

Dear Mayor Sullivan:

The current Reciprocal Agreement to Exchange Tax Returns and Information between the City of Fairhope and Baldwin County Commission *will expire* on July 31, 2023.

To sustain our ability to continue exchanging tax information regarding taxpayers relevant to our taxing jurisdictions, enclosed is a Reciprocal Agreement for a three (3) year period (August 1, 2023, through July 31, 2026).

Please sign and date the enclosed agreement and return it to Beverly Moon, Sales and Use Tax Dept. by June 15, 2023.

If you have any questions, please call (251) 972-6844, Ext. 7707.

Sincerely,

Heather A. Gwynn
Sales & Use Tax Coordinator
hgwynn@baldwincountyal.gov

Enclosure – Reciprocal Agreement to Exchange Information

**RECIPROCAL AGREEMENT BETWEEN BALDWIN COUNTY, ALABAMA, AND
THE CITY OF FAIRHOPE, ALABAMA,
PROVIDING FOR THE EXCHANGE OF TAX RETURNS AND INFORMATION**

I. AUTHORITY

This Reciprocal Agreement Providing for the Exchange of Tax Returns and Information (the "Agreement") is made between Baldwin County, Alabama, a political subdivision of the State of Alabama, by and through the Baldwin County Commission, and the City of Fairhope, Alabama, an Alabama municipal corporation, by and through their duly authorized representatives, pursuant to the Code of Alabama 1975 § 40-2A-10, as amended.

II. PURPOSE

The parties agree to exchange tax returns and/or information under the terms and conditions described herein, subject to all applicable laws, rules and regulations, as the same may be amended from time to time. It is understood and agreed that all information in any form whatsoever exchanged shall be employed solely by the parties for the purposes of tax administration. It is understood that tax administration purposes are limited to those uses necessary for the assessment, collection, and enforcement, including proceedings in a court of competent jurisdiction, of the respective tax laws of the parties hereto.

III. DEFINITIONS

Party: Baldwin County, Alabama, or the City of Fairhope

Return: Any tax application, tax or information return or report, declaration of estimated tax, claim or petition of refund or credit, or petition for reassessment or protest that is required by, or provided for, or permitted, under the provisions of the tax laws.

Return Information: A taxpayer's identity with physical and mailing addresses, FEIN or Social Security Number, the nature, source or amount of income, gains, losses, formulary apportionments facts, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, deficiencies, over assessments, or tax payments, whether the taxpayer's return was, is being, or will be, examined or subject to other investigation for processing; or any other data received, recorded by, prepared by, furnished to, or collected by the parties with respect to a tax return or with respect to the determination of the existence, or possible existence of liability (or the amount thereof), or by any person under the laws of either party for administration, collection or enforcement of the tax laws of each party's respective governmental unit, including additions to tax, penalty, interest, fine, or other imposition, or offense. "Return Information" does not include, however, data in a form which cannot be associated with, or otherwise identify, directly or indirectly, with a particular taxpayer.

For the purposes of sales and use tax, "return information" shall also include whether the taxpayer is authorized to use a direct pay permit and any information related thereto and the names of the customers and any other relevant information related to specific sales and use tax transactions.

IV. SCOPE OF INFORMATION SUBJECT TO REQUEST

This Agreement shall apply to all tax applications, tax returns and/or return information received or collected by either party.

Neither party will be required to audit a taxpayer at the request of the other party.

Each party agrees not to charge the other for the costs of routine reproduction of returns and information which is mutually exchanged. The providing party may charge a reasonable fee for furnishing tax returns and/or return information in electronic file transmittal or other nonroutine circumstances. Such costs shall be agreed upon by both parties before such costs are incurred.

V. CONFIDENTIALITY OF EXCHANGED INFORMATION

Each party agrees that no tax return and/or return information obtained pursuant to this Agreement shall be disclosed in any manner other than as is authorized by the laws concerning confidentiality of tax information.

Nothing herein shall be construed so as to prohibit disclosure of any information obtained by virtue of this Agreement by either party to the party's proper legal representatives for use in administrative, civil or criminal proceedings concerning tax administration purposes.

VI. PROCEDURE

Tax returns and/or return information may be exchanged upon request or voluntarily transmitted where the providing party believes that such information will be useful to the other party for tax administration purposes.

- A. Requests for information shall be in writing or by verifiable electronic means and must indicate the tax administration reason for the exchange.
- B. Each request shall also specify, to the extent such information is known and available, the following:
 - (1) the name and address of each taxpayer for whom tax returns and/or return information is requested;
 - (2) the taxable period or periods for which information is desired and requested;
 - (3) the taxpayer's social security number and/or federal identification number, if available; and

(4) any other information which may help facilitate the exchange.

- C. Each party agrees to furnish the other a list showing the names and official titles of all personnel authorized to request, receive, and/or disclose information under this Agreement and to keep the list current by periodic updates.

VII. COMMENCEMENT/TERMINATION OF AGREEMENT

This Agreement shall become effective on the day it is executed by both parties and shall be in effect for a period of three (3) years. Upon the expiration of the initial term, this Agreement shall automatically renew for one-year terms on an annual basis, unless and until one of the parties elects to terminate the Agreement as set forth below.

Additions and changes in the provisions of this Agreement may be made by mutual written consent of the proper officials of the parties and shall become an attachment to this Agreement.

Both parties acknowledge that this Agreement is subject to statutory amendments. Both parties agree to promptly inform each other of any proposed changes in their respective tax confidentiality laws. In the event that the laws of either party which relate to this Agreement are repealed or substantially amended, the other party may suspend or terminate this Agreement upon written notice.

Any unauthorized use or disclosure of information obtained by virtue of this Agreement shall constitute grounds for either party to terminate this Agreement immediately upon the mailing of written notice to the other party. Notwithstanding the foregoing, either party may terminate this agreement, with or without cause or reason, by giving thirty (30) days written notice of such termination to the other party.

APPROVED:

CITY OF FAIRHOPE
an Alabama municipal corporation

BALDWIN COUNTY COMMISSION

_____/_____
Sherry Sullivan, Mayor Date

_____/_____
Charles F. Gruber, Chairman Date

ATTEST:

ATTEST:

Roger H. Rendleman, County Administrator

Attachment to the Agreement Between the Alabama Department of Revenue and Baldwin County, Alabama Providing for the Exchange of Tax Returns and Information As of May 22, 2023

Baldwin County Commission

312 Courthouse Square, Suite 12
Bay Minette, AL 36507

Honorable Jeb Ball
Honorable Billie Jo Underwood
Honorable Charles F. Gruber
Honorable Matthew McKenzie
Roger Rendleman, County Administrator

Budget Department

Beth Hodges, Budget Director

Finance and Accounting Department

Cian Harrison, Clerk/Treasurer
Eva Custinger, Chief Compliance Officer

Sales & Use Tax/License Department

P O Box 189
Robertsdale, AL 36567

Heather Gwynn, Sales & Use Tax Coordinator
Sharon Hunt, Deputy License Inspector
Jerry Green, Senior Audit Compliance Officer
Susan McCaw, Senior Revenue Clerk
Terrie Watson, Senior Revenue Clerk
Susanne Davis Spears, License Inspector II
Ebony Yelding, License Inspector II
Samulyn Parker, Audit Compliance Officer
Beverly Moon, Audit Compliance
Shelby Middleton, Audit Compliance Officer
Crystal Rice, Audit Compliance Officer
Latoya Woodyard, Revenue Clerk II
Susan Vipperman, Revenue Clerk I

Office of Judge of Probate

P.O. Box 459
Bay Minette, AL 36507

Honorable Harry D'Olive, Probate Judge
Edward (Dean) Mott, Chief Clerk
Sara Peden, Deputy Chief Clerk

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute an Indemnity Agreement between Oak Hollow Farm Inc. and the City of Fairhope for the City's Christmas Event for City Employees at the "Barn" on Friday, December 8, 2022, from 12:00 p.m. to 3:30 p.m.

DULY ADOPTED THIS 12TH DAY OF JUNE, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



Oak Hollow Farm Inc.

January 17, 2023

City of Fairhope
Attn: Gayle Fogarty

Please accept this as written confirmation that Oak Hollow Farm has reserved the **BARN on Friday, December 8, 2023**, for your Christmas Party from 12:00 to 3:30 p.m. Your pricing is \$33.00pp + 15% service fee + \$300 Setup/Cleanup. No tax will be applied as you are tax exempt.

Per your requested quote, we will plan for 300 people *Menu and confirmed guest count is needed by Monday, November 27th, 2023. Final payment is due no later than the day of your event.*

Menu

Ribeye Steaks

- Mashed Potatoes & Gravy, Green Beans & Squash Casserole**
- Garden Salad, Yeast Rolls**
- Peach Cobbler w/Ice Cream & Cookies**
- Tea * Lemonade * Water * Coffee**

Oak Hollow Farm will provide tables, chairs and all paper products needed for your event. We also have available AV equipment if needed for any music or slideshow presentation you desire. We ask that you please notify us at least (3) days in advance if you would like to utilize this equipment and for what purposes.

Per my email correspondence with you, we understand no alcoholic beverages will be served, but employees are allowed to bring their own alcohol.

- A \$500.00 deposit is required to reserve the date and the balance is due prior to the event.
- Please sign and return by email, fax to 251.928.2439 or mail to 14210 Greeno Road, Fairhope, AL along with your deposit. If you need additional information please give me a call 251-623-9621.

Client: _____ Date: _____

Prepared by: Marva Dean Little, Events Coordinator (251)623-9621 *

State of Alabama
County of Baldwin

INDEMNITY AGREEMENT

Whereas, **Oak Hollow Farm Inc.** in Fairhope, Alabama, wishes to provide City of Fairhope a location for an event, and

Whereas, **Oak Hollow Farm Inc.** has agreed to provide a location for said event on a temporary basis.

Whereas, **Oak Hollow Farm Inc.** shall not provide, sell or deliver alcoholic beverages to City of Fairhope or any of their guests on the premises of **Oak Hollow Farm Inc.**

Whereas, City of Fairhope is desirous of providing alcohol for said event, and

Whereas, City of Fairhope has agreed to hold **Oak Hollow Farm Inc.**, its agents, successors and assigns, and Independent contractors harmless from loss against claims against them for providing or delivery of liquor for consumption on said premises to Induce Oak Hollow Farm Inc. to provide said facilities:

Now, Therefore, the undersigned, in order to induce **Oak Hollow Farm Inc.** to provide said event does agree to bind the event as follows, to-wit:

The undersigned, hereinafter called indemnitor, do hereby indemnify Oak Hollow Farm Inc. and all other of its agents, successors, assigns, and independent contractors, hereinafter called indemnittees, and agree to hold and save harmless from and against any and all actions or abuses of actions, claims, demands, liabilities, loss of damage incurred at any time by reason or in consequences of any and all claims against any or all of them as a consequence of **Oak Hollow Farm Inc.** allowing me to use their facility for providing, selling, and/or delivery of alcoholic beverage for consumption and said premises which they may suffer against them, or which they may sustain or incur in connection with any matter connected with the use of said facilities and any necessary action taken by **Oak Hollow**

Farm Inc. its assigns, successors, agents, and independent contractors pursuant to said use.

In the witness whereof, the undersigned has hereunto set her hand and seal on the ____ day of _____, 2023.

Signature _____

Print Name _____

Witness _____

Witness _____

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council hereby approves and authorizes Mayor Sherry Sullivan to execute a Memorandum of Understanding Agreement between the City of Fairhope and Shaka Beach Volleyball for the use of beach volleyball courts, once each month in July and August, for \$500.00 each time they use the courts.

ADOPTED ON THIS 12TH DAY OF JUNE, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Memorandum of Understanding and Agreement

between

Shaka Beach Volleyball

and

City of Fairhope

This Memorandum of Understanding (hereafter referred to as "MOU") Agreement is made and entered into by and between the City of Fairhope and Shaka Beach Volleyball hereinafter referred to as "Shaka"). The purpose of this MOU is to establish the terms and conditions under which Shaka shall have the use of the City's beach volleyball courts.

1. Shaka Beach Volleyball under the direction of Leah Cooper and Laura Davis (hereafter known as "Shaka") shall have the use of the City's beach volleyball courts, once each month in July and August, for \$500.00 each time they use the courts.
2. Shaka shall be responsible for all prepping of the courts and cleanup after tournament.
3. Shaka will repair the current net poles and a simple "system" that allows for height adjustment. The height adjustment allows for people of all ages to participate.
4. The two nets that are currently erected are in excellent condition. The system that we will add to the pole will provide tension on either side, allowing for the nets to be pulled tight enough as not to sag.
5. Shaka will add two more sets of "semi-permanent" poles, like the ones already up, to provide four strong setups. A four court setup allows for our events to provide divisions for ages 12-65. These additional nets will be on the north side of the current setup.
6. Shaka will remove the two additional court nets when organized events are not in place to avoid unnecessary view obstruction on the beach.
7. Shaka will run 1 X 20 team tournament (open to anyone to sign up with multiple divisions offered) each month. Beach volleyball is played in pairs, so a 20 team event would mean 40ish players. The events would be on Sunday and run for approximately 5 hours.

8. Shaka will reach out to the Fairhope High School and Middle School volleyball coaches to get the youth involved in these types of events. They are willing and able to provide coaches for the youth players.
9. Shaka's staff will rake the entire court setup area and keep it clean of debris each time we arrive and leave.
10. All participants will have to pay for entry into the park.

This Memorandum of Understanding and Agreement shall be in effect from June 22, 2023 until June 1, 2024 unless modified by joint written agreement of Shaka and the City Council.

Dated: _____ day of June, 2023

Sherry Sullivan, Mayor
City of Fairhope

Designated Official, Shaka Beach Volleyball

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to add the following job position; the City Council approves the Job Description and Grade of Pay for same; and to fill with appropriate person within the Paygrade.

Addition:	Job Position	Grade of Pay
	Water & Wastewater Construction and Maintenance Supervisor	11

ADOPTED THIS 12TH DAY OF JUNE, 2023

Jay Robinson, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

CITY OF FAIRHOPE

JOB DESCRIPTION

Job Title: Water and Wastewater Construction and Maintenance Supervisor

Department: Water & Wastewater Department

FLSA: Exempt
Grade: 11
Safety Sensitive Job: Yes
Security Sensitive Job: No

Job Description Prepared: May 2023

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: Water & Wastewater Superintendent

Subordinate Staff:

Internal Contacts: Gas Department; Electric Department

External Contacts: General Public; Private Utility Companies; Vendors;
Contractors

Job Summary

Under the general supervision of the Assistant Water & Wastewater Superintendents, this employee assists in planning, organizing, assigning, directing, and inspecting the work of employees and contractors to ensure all local, state, and federal standards, and guidelines are completed and followed. This employee helps develop standards, policies and procedures pertaining to the maintenance of the water distribution system; collection system; ensures that work is being conducted according to City policies, procedures and safety standards and works to develop positive public relations. This job is considered safety-sensitive and 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 FUNCTION: Oversees construction and maintenance of the Water and Wastewater Department.

1. Determining the best approach for emergency repair.
2. Making decisions on the installation of water and wastewater services.
3. Maintains all assigned equipment in accordance with established preventative maintenance schedules.
4. Assists in developing policies and procedures related to the maintenance, operation, and construction of the Water and Wastewater systems.
5. Reviews reports, printouts, emails, policies, procedures, work orders, and other written documents for information to respond to questions, monitor work progress, and ensure operations are running smoothly.
6. Assists with determining system requirements.
7. Analyzes and resolves work problems or assists workers in solving work problems.
8. Meeting and working with contractors.
9. Ensuring inventory is on hand and available for major jobs.
10. Working with other City employees and Superintendents.

ESSENTIAL FUNCTION: Equipment Operation. Operates a variety of heavy equipment in connection with utility projects.

1. Operates backhoes, ditch excavators, hole clean-out machines, gel mixing equipment and other heavy equipment.
2. Maintains all assigned equipment in accordance with established preventative maintenance schedules.

ESSENTIAL FUNCTION: Project Management. Provides project management for assigned projects and work tasks.

1. Supervises contractors and work assignments for assigned staff.
2. Assists other employees when needed.
3. Monitors work performance of contractors or assigned staff.
4. Reports on performance and project status to the Superintendent.

ESSENTIAL FUNCTION: Utility Coordination. Coordinates projects with all associated City and private utilities.

1. Works closely with all City utility departments and private utilities to ensure projects are safe and coordinated with utility plans and projects.

NON-ESSENTIAL FUNCTION:

Performs other job-related duties as required or assigned.

Knowledge, Skills and Abilities

(* Can be acquired on the job)

1. *Knowledge of City rules, regulations, policies, and procedures.
2. *Knowledge of all City utility systems (water, sewer, gas and electric).
3. Verbal skills to effectively communicate with co-workers, supervisors, the general public and over the telephone.
4. Writing skills to prepare professional letters, reports and other materials using correct English, grammar, punctuation, and spelling.
5. Reading skills to understand and interpret City policies and guidelines.
6. Math skills to perform basic calculations (add, subtract, multiply, divide).
7. Leadership skills to lead assigned work crews.
8. Ability to evaluate the work performance of subordinate employees.
9. Ability to operate and maintain equipment such as backhoe, ditch excavator and hole clean-out equipment.
10. Ability to operate trucks in connection with project work.
11. Ability to plan and organize work tasks.
12. Ability to troubleshoot equipment problems or unusual situations.
13. Ability to work with all utility departments.
14. Ability to use computers and office productivity software.
15. Ability to maintain professional attitude.
16. Ability to use a telephone.
17. Ability to deal with all contacts in a courteous and patient manner.
18. Ability to work with little or no supervision.
19. Ability to drive.

Minimum Qualifications

1. Any combination of training, education, and experience equivalent to graduation from an accredited college or university with a bachelor's degree in Engineering, Business Administration, Business Management,

- Organizational Management, or closely related field; or combination of training, education, and experience in a water and wastewater system of comparable size.
2. Prior supervisory experience is preferred.
 3. Possess a Class A Commercial Driver's License (CDL) with tanker endorsement or be able to obtain this license within six (6) months of employment; must be insurable.
 4. Possess or ability to obtain Grade II Water Operator Certification.
 5. Possess or ability to obtain Grade III Wastewater Operator Certification.
 6. Possess a current and valid driver's license; must be insurable.
 7. Ability to travel to attend professional development workshops and training programs.
 8. Ability to work non-standard hours when needed.
 9. Ability to pass a pre-employment background check and an initial drug screen.

Physical Demands

The work requires considerable and strenuous physical exertion such as frequent climbing of tall ladders, lifting heavy objects over 50 lbs., crouching, or crawling in restricted areas, and defending oneself or others from physical attack.

Work Environment

The work environment involves high risks with exposure to potentially dangerous situations or unusual environmental stress which require a range of safety and other precautions, e.g., working at great heights under extreme weather conditions, or similar situations where conditions cannot be controlled.

This job description does not constitute either a written or implied contract of employment. The City of Fairhope reserves the right to revise, alter and/or change this job description, as the City deems necessary.

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves and adopts the following recommendations received by Mayor Sherry Sullivan for pay increases for Lifeguards and Lifeguard II due to the job market regarding these positions:

- 1) Increase the pay of any employee classified as a Seasonal or Part-Time Lifeguard making under \$11.00 per hour by \$4.00 effective immediately; and
- 2) increase the pay of a Lifeguard II by \$1 per hour.

Lifeguards are classified as a Grade 3 with a pay range from \$10.21 - \$18.94.

ADOPTED THIS 12TH DAY OF JUNE, 2023

Jay Robinson, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Lisa A. Hanks, MMC

From: Sherry Sullivan
Sent: Wednesday, June 7, 2023 4:03 PM
To: Kimberly Creech; Lisa A. Hanks, MMC
Subject: your thoughts, this will bring lifeguards to 14.50 per hour and lifeguard II to \$16 per hour

Increase the pay of any employee classified as a seasonal or part-time lifeguard making under \$11.00 per hour by \$4 per hour effective immediately and increasing the pay of a lifeguard II by \$1 per hour. Lifeguards are classified as a Grade 3 with pay range from \$10.21 - \$18.94. The impact to the total overall salary budget will be approximately \$35,000 this budget year based on a 19-hour work week for each lifeguard.

Sherry Sullivan
Mayor
City of Fairhope
251-990-0100



RESOLUTION NO. _____

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

[1] That City Council approves and authorizes Mayor Sherry Sullivan to execute a price increase for the Altec Bucket Truck with a not-to-exceed cost of \$12,156.00 to Altec Industries, Inc. through Sourcewell Contract 012418-ALT. The new contract total will not-to-exceed \$294,783.00.

[2] Truck originally approved and ordered on Resolution No. 4051-21 on April 12, 2021. Due to supply issues, delivery of truck did not happen until May 2023.

[3] Price of the bucket truck increased due to materials costs. The following price changes have occurred:

- Mounted Hydraulic Capstain decrease \$4,945.00 to \$4,563.00
- Additional Surcharge for materials cost increase: \$12,538.00

ADOPTED ON THIS 12TH DAY OF JUNE, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. 4051-21

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

[1] That the City of Fairhope has voted to procure a 2022 ALTEC Model AM55 Bucket Truck for the Electric Department; and the equipment is available for direct procurement through the Sourcewell Purchasing Coop which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$282,627.00.

Adopted on this 12th day of April, 2021



Jack Burrell, Council President

Attest:



Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 6/2/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approval of Price increase for Altec Bucket Truck

Project Location: Electric Dept

Presented to City Council: 6/12/2023

Funding Request Sponsor: Conrad Havranek, Electric Superintendent
Ben Patterson, Electric Superintendent

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 12,156.00 (Not-to-Exceed)

Vendor: Altec Industries, Inc through Sourcewell

Project Engineer: n/a

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

JUN 2 '23 08:44 *JW*

Department Funding This Project

General Gas **Electric** Water Wastewater Sanitation Cap Project Impact Gas Tax Fed Grant

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Meter-19 IT-16
Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone-12 Adult Rec-30

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Expense Code: 003-50470
G/L Acct Name: Purchase Vehicles & Equipment

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

Over (Under) budget amount: \$ 12,156.00

Funding Source:

Operating Expenses _____
Budgeted Capital _____
Unfunded XXX

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

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

Capital Lease: _____ Payment _____ Term _____

The truck was originally approved and ordered in April 2021. Due to supply issues, the delivery of the truck did not happen until May 2023. See Resolution #4051-21

City Council Prior Approval/Date? _____

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

Purchasing Memo Date: 5/31/2023 Purchasing Memo Date: 5/31/2023 Delivered To Date: 6/2/2023

Request Approved Date: 6/2/2023 Request Approved Date: 6/2/2023 Approved Date: 6/2/2023

Signatures: _____
Kim Creech _____
Kim Creech Mayor Sherry Sullivan



MEMO

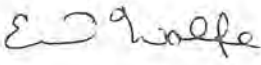
Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

To: **Kimberly Creech, Treasurer**

From: 
Erin Wolfe, Purchasing Manager

Date: May 31, 2023

Re: **Green Sheet and City Council Approval of Price Increase for Altec Bucket Truck**

The Superintendent of the Electric Department, Conrad Havranek, is requesting approval for the price increase for an Altec Bucket Truck.

The truck was originally approved and ordered in April 2021. Due to supply issues, the delivery of the truck did not happen until May 2023.

The price of the bucket truck has increased due to materials costs. The following price changes have occurred:

- Mounted Hydraulic Capstain decrease \$4945.00 to \$4563.00
- Additional Surcharge for materials cost increase: \$12,538.00

Total Cost Increase: Twelve Thousand One Hundred Fifty-Six Dollars (\$12,156.00) for a total cost of Two Hundred Ninety-Four Thousand Seven Hundred Eighty-Three Dollars (\$294,783.00).

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this cost increase of \$12,156.00 for an Altec Bucket Truck.

CC file, Ben Patterson, Conrad Havranek, Clint Steadham

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

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

Quoted for: City of Fairhope
 Customer Contact: Jeremy Morgan
 Phone: / Email: 251-331-2453 / jeremy.morgan@fairhopeal.gov
 Quoted by: Mike Hubble
 Phone: / Email: 816-830-3959 / mike.hubble@alte.com
 Altec Account Manager: Jason Janoulis

REFERENCE ALTEC MODEL		Sourcwell Price
AM55	Overcenter Aerial Device with Material Handling (Insulated)	\$192,670

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1			
2			
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	MHC	MOUNTED HYDRAULIC CAPSTAN. Mounted Curbside on Front Frame Extension C	\$4,563
2	UHB	CR REEL BAYONET CAPSTAN. 20" Diameter Collapsible Reel for Wire Take Up an	\$1,319
3	RW	Rear Window Guard	\$277
4			
5			
6			
7			
8			
SOURCEWELL OPTIONS TOTAL:			\$198,829

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		
2	UNIT & HYDRAULIC ACC	Sheave head, reservoir cover, CR Reel Bracket, tool circuit, sheave head, sight gauge jib extension,	\$3,927
3	BODY	Custom body in lieu of stock body	\$21,110
4	BODY & CHASSIS ACC	Custom cab guard, tow hooks, sight rods, custom wire racks, vise, plastic outrigger pads, custom cone holder, custom platform rest	\$11,105
5	ELECTRICAL	Custom lighting package	\$10,555
6	FINISHING	Custom paint, custom hydraulic hose shields	\$7,584
7	CHASSIS	Custom crew cab chassis	\$16,546
8	OTHER	Extended Chassis Warranty	\$10,759
9	OTHER	Surcharge	\$12,538
OPEN MARKET OPTIONS TOTAL:			\$94,124

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$292,953

Delivery to Customer: \$1,830

TOTAL FOR UNIT/BODY/CHASSIS: \$294,783

(C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

BUILD LOCATION: Saint Joseph, MO

RESOLUTION NO. _____

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

[1] That the City of Fairhope did request, receive, and open bids for (Bid No. 23-024) Wastewater Treatment Plant SCADA Integration at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] At the appointed time and place, one (1) bid was received and tabulated as follows:

Automation Control Service, LLC (ACS)	\$129,500.00
---------------------------------------	--------------

[3] After evaluating the bid with the required specifications, Automation Control Service, LLC (ACS) is now awarded (Bid No. 23-024) for Wastewater Treatment Plant SCADA Integration with a total bid proposal not-to-exceed \$129,500.00.

[4] Project was budgeted in FY2022 for \$100,000.00. Contractor did not complete work. FY2022 budget was not rolled over into FY2023.

ADOPTED ON THIS 12TH DAY OF JUNE, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 6/2/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award Bid No. 23-024 Request for Proposal Wastewater Treatment Plan SCADA Integration

Project Location: Wastewater Treatment Plant

Presented to City Council: 6/12/2023

Resolution # :
Approved _____
Changed _____
Rejected _____

Funding Request Sponsor: Jason Langley, Water & Sewer Superintendent
Daryl Morefield, Water & Sewer Superintendent

Project Cash Requirement Requested:
Cost: \$ 129,500.00 (Not-to-Exceed)

JUN 2 '23 PM 01:44 JW

Vendor: Automation Control Service, LLC (ACS)

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water **Wastewater** Sanitation Cap Project Impact Gas Tax Fed Grant

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Meter-19 IT-16
Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone-12 Adult Rec-30

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 004020-59100
G/L Acct Name: SCADA Capital Purchase Budget

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

Project Budgeted: \$ 20,000.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ 109,500.00

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

Project was budget in FY2022 \$100,000.00. Contractor did not complete work. FY2022 budget was not rolled over into FY2023.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 5/30/2023

Purchasing Memo Date: 5/30/2023

Delivered To Date: 6/2/2023

Request Approved Date: 6/2/2023

Request Approved Date: 6/2/2023

Approved Date: 6/2/2023

Signatures: _____

Kim Creech
Kimi Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

To: Kimberly Creech, City Treasurer

From: _____
Erin Wolfe, Purchasing Manager

Date: May 30, 2023

Re: Requesting Green Sheet and Approval by City Council to award Bid No. 23-024 Request for Proposal Wastewater Treatment Plant SCADA Integration

The Water/Wastewater Superintendent, Jason Langley, has requested to hire a qualified firm to provide SCADA (Supervisory Control and Data Acquisition) Integration at the Wastewater Treatment Plant utilizing the existing VT SCADA (Trihedral) Software Suite.

The City started a VT SCADA integration project in early 2022. The project was halted in an incomplete status. The City owns most of the materials needed for this project to be completed.

A service bid was issued on April 10, 2023, posted to the City of Fairhope website, and viewed by 145 of 391 vendors who select to receive notifications. One (1) responsive proposal was received at the bid opening on Tuesday, May 9, 2023 at 10:00 a.m.

The one (1) responsive proposal was evaluated by three (3) City of Fairhope staff (see attached Evaluation Score Sheet). The recommendation by the evaluation team is to hire Automation Control Service, LLC (ACS).

The Water/Wastewater Superintendent recommends the award be made to Automation Control Service, LLC (ACS). The bid response price was in the amount of One Hundred Eighteen Thousand Seven Hundred Dollars for the integration and materials. Additionally, Annual Maintenance Fees would be Ten Thousand, Eight Hundred Dollars for the year if paid in full. The total cost for the integration plus one year of maintenance is **One Hundred Twenty-Nine Thousand Five Hundred Dollars (\$129,500.00)**.

Please prepare a Green Sheet and place on the next City Council Agenda this request to award Bid No. 23-024 Request for Proposal Wastewater Treatment Plant SCADA Integration to Automation Control Service, LLC (ACS) for \$129,500.00.

Enclosure

Cc: Jason Langley, Daryl Morefield, Clint Steadham

Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

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

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

**CITY OF FAIRHOPE EVALUATION
 BID NUMBER: 23-024**

**BID NAME: Request for Proposal - Wastewater Treatment Plant SCADA Integration
 Opened: May 9, 2023 at 10:00 A.M.**

Automation Control Service, LLC (ACS)

	Points Range	Evaluator 1	Evaluator 2	Evaluator 3
Criteria 1: Experience/Past Performance	0-25	23	21	25
Criteria 2: Qualifications of Staff to Be Assigned	0-25	20	21	25
Criteria 3: Technical Approach/Understanding of the Scope of Work	0-30	25	22	30
Criteria 4: Location of Office Performing Work (Primary)	0-10	8	7	9
Criteria 5: Cost Proposal	0-10	8	5	10
Total Score:		84	76	99
Average Score:				86

Recommendation:

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


 Signature
Jason Langley, Water/Wastewater Superintendent

 Signature
Erin Wolfe, Purchasing Manager



AUTOMATION CONTROL SERVICE LLC



CITY OF FAIRHOPE

Bid Number 23-024 | Request for Proposal

Wastewater Treatment Plant SCADA Integration

May 9, 2023

Prepared for

City of Fairhope- City Services and Public Utilities
555 South Section Street
Fairhope, AL 36532

Prepared by

Automation Control Service, LLC
6281 Technology Drive
Pensacola, FL 32505





May 9, 2023

City of Fairhope
ATTN: Purchasing Administrator, Erin Wolfe
555 South Section Street
Fairhope, AL 36532

RE: Bid Number 23-024 Request for Proposal Wastewater Treatment Plant SCADA Integration

Dear Erin:

Automation Control Service, LLC (hereafter referred to as ACS) is pleased to present our proposal for the City of Fairhope's Wastewater Treatment Plant SCADA Integration Project. We are confident that our Company is uniquely qualified to provide exceptional design and implementation services for the referenced endeavor.

I certify that the information provided in this Request for Proposal (RFP) is accurate, and that I have the authority to bind Automation Control Service, LLC contractually. All questions about this RFP can be addressed to the attention of Josef Anderson or myself.

Sincerely,

A handwritten signature in black ink that reads 'Kenneth E. Faul'. The signature is written in a cursive style.

Kenneth E. Faul PE, President

AUTOMATION CONTROL SERVICE, LLC

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Bid Number 23-024
Request for Proposal
Wastewater Treatment Plant SCADA Integration

A. EXPERIENCE / PAST PERFORMANCE

As a full-service control systems integrator, ACS boasts a 20-year history in the successful design and implementation of SCADA systems predominately located in the southeastern United States. Our rigorous adherence to high standards of quality and customer support has earned us a solid reputation as a premiere provider of control systems with emphasis in the water and wastewater industries.

Our engineering services range from conceptual design-assist – helping consulting engineers analyze constructability for smooth installation and accurate pricing – to a comprehensive design role, serving as engineer of record (EOR). In all cases, our ACS Team excels at seamless, safe, and sustainable electrical and control solutions to meet the project’s specifications.

Organizational Structure

Staff Qualifications

ACS places an emphasis on establishing a broad range of knowledge amongst each of each our technical staff members. This, coupled with a well-organized documentation structure, promotes agility in the execution of projects while simultaneously supporting on-demand response as it occurs.

The ACS team is comprised chiefly of electrical engineers. It is our experience that the associated academic basis provides the ideal foundation for the development of qualified staff focused in our line of business. We trust that this document will demonstrate that our team is particularly well prepared to assist the City of Fairhope as outlined in the RFP.

Unique Experience

While ACS strives to remain independent of deep entanglements with any particular vendor, we do maintain formal relationships with that subset of vendors whose products offer what we feel is the best value in a given application. In the case of the City of Fairhope, the intended SCADA system is comprised of a VTSCADA HMI platform overlaid on an Allen-Bradley controller base.

Automation Control Service, LLC is registered with Trihedral as an Advanced Certified System Integrator for their VTSCADA software package. ACS has been implementing VTSCADA in water/wastewater markets for over ten (11) years. We maintain an e-Certified Solution Provider (CSP) License Agreement with Trihedral, which establishes us a reseller of VTSCADA software.

As an organization ACS has implemented hundreds of Allen-Bradley based systems ranging from individual lift station control panels to enterprise-wide solutions encompassing multiple facilities. Our personnel’s Allen-Bradley experience base stretches back to the early 1980’s.

ACS maintains a formal Control Systems Integrator relationship with Rockwell, of whom Allen-Bradley is a subsidiary. This provides access to 24-hour support services as well as all development software.

Location of Office

Automation Control Service is headquartered at 6281 Technology Drive in Pensacola, Florida. It is approximately 54 miles from the City of Fairhope.



Automation Control Service – Primary Office

GENERAL COMPANY INFORMATION

Firm Information:	Automation Control Service, LLC 6281 Technology Drive Pensacola, Florida 32505
Phone Number / Fax Number:	P. 850-477-8440 / F: 850-477-8396
Email Address:	ken.faul@autoconserv.com
Website:	www.autoconserv.com
Federal Tax ID No.	14-1864127
Date of Establishment under name given:	2003
Type of ownership or legal structure of the firm:	LLC – S Corporation

KEY COMPANY CONTACTS

<i>Name</i>	<i>Title</i>	<i>Email Address</i>	<i>Cell Phone Number</i>
Kenneth E. Faul, PE	President	ken.faul@autoconserv.com	850-206-5868
Larry Rheault, PE, PMP	Financial Officer	larry.rheault@autoconser.com	850-281-2873
R. Josef Anderson, PE	Engineering Manager	josef.anderson@autoconserv.com	850-384-2154
Eric Coley	Proposals & Estimates Manager	eric.coley@autoconserv.com	850-748-3014
James Lyle	Manufacturing Manager	james.lyle@autoconserv.com	850-572-0691
Will Meloy	IT/OT Manager	will.meloy@autoconserv.com	850-221-4723
Cathy Faul	Office Manager	cathy.faul@autoconserv.com	850-477-8440 (office)

Certifications and Licensures

**State of Florida
Department of State**

I certify from the records of this office that AUTOMATION CONTROL SERVICE LLC is a limited liability company organized under the laws of the State of Florida, filed on December 16, 2002.

The document number of this limited liability company is L02000031723.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on January 25, 2023, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fifth day of January, 2023.




Secretary of State

Tracking Number: 5843744841CC

To validate this certificate with the following site, enter this number, and then follow the instructions displayed.

<https://services.sos.ri.org/Files/CertificateOfStatus/CertificateAuthentication>

Incorporation by the Secretary of State

State of Alabama



Board of Licensure for Professional Engineers and Land Surveyors
This is to certify that

AUTOMATION CONTROL SERVICE LLC

Having given satisfactory evidence of the necessary qualifications required by law has been duly certified and is hereby issued Certificate of Authorization

ECA4975

authorizing the firm to provide or offer to provide

ENGINEERING

services in the State of Alabama through individual licensed professional licensees as agents, employees, officers or partners.

This certificate requires the firm to operate in the State of Alabama as

AUTOMATION CONTROL SERVICE LLC

In testimony whereof witness the signature of the Executive Director under seal of the board on 1/25/2022

William R. Huett
Executive Director

This certificate will expire on 12/31/2023 unless renewed.

Current Alabama Professional License

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



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ONLINE SERVICES

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LICENSEE DETAILS 4:07:51 PM 5/2/2023

Licensee Information

Name:	AUTOMATION CONTROL SERVICE LLC (Primary Name)
Main Address:	6281 TECHNOLOGY DRIVE PENSACOLA Florida 32505
County:	ESCAMBIA

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	28084
Status:	Current
Licensure Date:	04/14/2008
Expires:	

Current Florida Professional License

Software Vendor Relationship

Automation Control Service, LLC is an Advanced Certified System Integrator for the VTSCADA software package. ACS maintains an e-Certified Solution Provider (CSP) License Agreement permitting us to formally resell the software.

The table below shows a variety of past completed VTScada projects identifying the types and sizes of systems integrated:

Customer	Date Complete	Water Sites	WWTP	Collections	Gas
Millbrook, AL	May-2013	0	1	0	0
City of Commerce, GA	Dec-2014	0	1	0	0
Okaloosa Gas	Dec-2016	0	0	0	40
Town of Havana, FL	Aug-2018	5	0	0	0
North Baldwin Utilities, AL	Apr-2019	18	2	26	0
Eufaula Water Works, AL	Sep-2019	7	1	36	0
Daphne Utilities, AL	Mar-2020	0	1	0	0
Destin Water Users	Jul-2020	0	0	84	0
Riviera Utilities, AL	Aug-2020	0	1	0	0
City of Springfield, FL	Jun-2021	0	0	20	0
Fairpoint Regional Utility System	Jan-2022	6	0	0	0
Florida Regional Utilities	Mar-2022	4	0	0	0
Daphne Utilities, AL	Jun-2022	0	0	78	0
City of Loxley, AL	Jul-2022	0	0	11	0
Emerald Coast Utility Authority (ECUA)	Jan-2023	0	0	435	0
MAWSS	May-2023	0	0	186	0



VTScada Certified Solution Provider

References

ACS has provided the following project references that best demonstrate our team’s abilities to accomplish the City’s SCADA project in a professional, timely, and cost-effective manner.



413 East Laurel Avenue
Foley, AL 36534

RIVIERA UTILITIES

Lee Kibler, Water Systems Engineer

Phone: 251-979-0011 | Email: lkibler@rivierautilities.com

Brief project description, software version, and configuration/ time/ cost

This project involved adding new headworks, three (3) AquaNereda® reactors, and new reuse controls. Integration for the project consisted of adding a new SCADA system (5,000 tag count). During the project, ACS worked with equipment suppliers to add proprietary PLCs into the SCADA screens. Completed August 2020. 2 years – \$1,000,000



900 Daphne Avenue
Daphne, AL 36526

DAPHNE UTILITIES

Goeff Wilkins, WRF Manager

Phone: 251-533-5342 | Email: goeff@daphneutilities.com

Brief project description, software version, and configuration/ time/ cost

WRF site discovery and SCADA conversion from Wonderware to VTScada. Convert lift stations from Mission to VTScada. Completed WRF – March 2020 | Completed Collections – June 2022
WRF – 6 months – \$130,000 | Collections – 6 months – \$186,000

Regional Utilities



4432 U.S. HWY 98 E
Santa Rosa Beach, FL 32459

FLORIDA REGIONAL UTILITIES

Dave Marell, Wastewater Manager

Phone: 850-699-0712 | Email: Dave@regionalutilities.net

Brief project description, software version, and configuration/ time/ cost

Convert a Dexter-Fortson SCADA system to VTScada on four (4) water treatment plants. Completed March 2022. 1 year – \$85,000

Past Performance

RIVIERA UTILITIES

Wolf Creek WWTP Upgrade



Scope of Work

ACS services included:

- (3) PLC Panels (Includes Programming)
- Instrumentation
- HMI/SCADA Software (VT SCADA) (Includes Programming)
- Modifications to Lagoon PLC (Includes Programming)
- New PC/Workstation in Control Building (Includes Configuration & Set-Up)
- Reconfiguration of Existing PC
- Configuration of Owner-Supplied Internet Modem & Network Switch
- Wireless Transmitters (Wireless Communications Sub-System)
- Yard Drain Duplex Pump Control Panel

NOTE: Please view sample project video on ACS USB card. Video supplied to ACS by Riviera Utilities and Trihedral, Inc.

Project Summary

This project involved adding new headworks, three (3) AquaNereda® reactors, and new reuse controls. ACS worked with equipment suppliers during the project to add proprietary PLCs into the SCADA screens. Integration for the project consisted of adding a new SCADA system (5,000 tag count).



Project Snapshot

<i>Location</i>	Foley, AL
<i>Project Duration</i>	2 Years
<i>Completion Date</i>	August 2020
<i>Project Cost</i>	\$1,000,000

Point of Contact

<i>POC Name</i>	Lee Kibler
<i>Title</i>	Water Systems Engineer
<i>Address/City/State</i>	413 East Laurel Avenue Foley, AL 36535
<i>Phone Number</i>	251-979-0011
<i>Email Address</i>	lkibler@rivierautilities.com

ACS Project Team and Role

Ken Faul – Project Manager/Project Engineer, Josef Anderson – Project Engineer, Conner Stokes – Project Engineer, Bob McComber – CAD Designer

DAPHNE UTILITIES

Collection System Upgrades



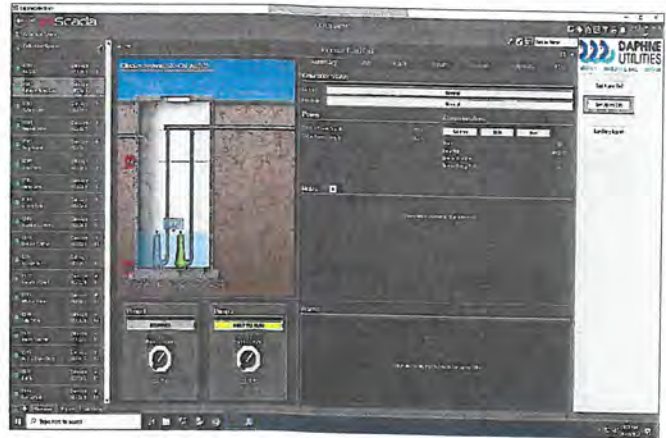
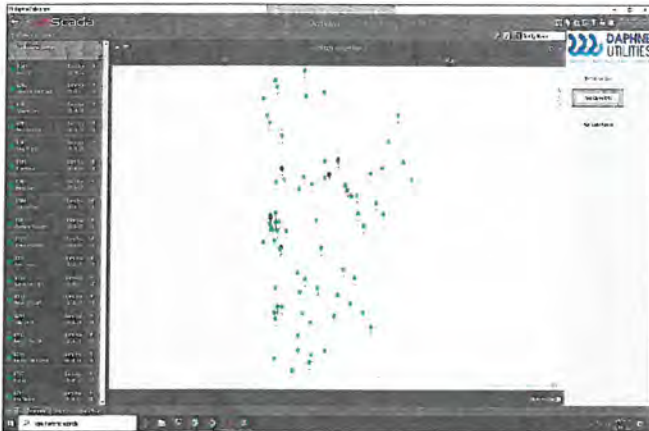
Scope of Work

ACS services included:

- Coordinate with the cellular provider and DU IT department to design a private secure APN
- Modify existing control panels to add cellular gateways
- Develop SCADA Screen

Project Summary

This project involved replacing the Missions SCADA equipment in the Collections System with cellular gateways connected to MPE SC1000s and SC2000s. The system consists of 75 lift stations. The data from the controllers were integrated into the existing VTSCADA software.



Project Snapshot

<i>Location</i>	Daphne, AL
<i>Project Duration</i>	6 months
<i>Completion Date</i>	June 2022
<i>Project Cost</i>	\$186,000

Point of Contact

<i>POC Name</i>	Goeff Wilkins
<i>Title</i>	WRF Manager
<i>Address/City/State</i>	900 Daphne Avenue Daphne, AL 36526
<i>Phone Number</i>	251-533-5342
<i>Email Address</i>	goeff@daphneutilities.com

ACS Project Team and Role

Josef Anderson – Project Manager/Project Engineer, Conner Stokes – Project Engineer, Grant Henshaw – Project Engineer, Tyler Henshaw - Project Engineer, Tom Reese – E&I Technician

NORTH BALDWIN UTILITIES

SCADA Conversion



Scope of Work

ACS services included:

- Provide VTScada Software
- SCADA Development on Site
- Develop Templates
 - Water
 - Collections
 - WWTP
- Testing and Commission of all Sites

Project Summary

This project included converting from a Wonderware software SCADA system to a VTScada SCADA System. The project consisted of eighteen (18) water sites, two (2) WWTP, and twenty-six (26) lift stations. ACS worked closely with NBU personnel on developing this specific SCADA system. This approach allowed NBU to be very familiar with its system. North Baldwin Utilities also provided instant feedback on screen designs.



Project Snapshot

<i>Location</i>	Bay Minette, AL
<i>Project Duration</i>	4 months
<i>Completion Date</i>	April 2019
<i>Project Cost</i>	\$50,000

Point of Contact

<i>POC Name</i>	Cameron Smith
<i>Title</i>	IT/CAD Supervisor
<i>Address/City/State</i>	25 Hand Avenue Bay Minette, AL 36507
<i>Phone Number</i>	251-753-6952
<i>Email Address</i>	csmith@nbumail.com

ACS Project Team and Role

Josef Anderson – Project Manager/Project Engineer

ITEM IV
CONTRACTOR INFORMATION

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

Bid No. 23-024
Request for Proposal
Wastewater Treatment Plant SCADA Integration

Business Organization Automation Control Service, LLC

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

Automation Control Service, LLC

Doing-Business-As Name of CONTRACTOR:

Automation Control Service, LLC

Principal Office Address:

6281 Technology Drive

Pensacola, FL 32505

LOCAL Telephone Number: 850-477- 8440 Toll- Free N/a

LOCAL Fax Number: 850-477-8396

Email address: ken.faul@autoconserv.com

Website: www.autoconserv.com

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

Corporation _____

Partnership _____

Individual _____

Joint Venture _____

Other (describe): LLC - S Corporation

Corporation Statement

If a corporation, answer the following:

Date of incorporation: _____

Location of incorporation: _____

The corporation is held: Publicly _____

Privately _____

Partnership Statement

If a partnership, answer the following:

Date of organization: _____

Location of organization: _____

The partnership is: General _____

Limited _____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____

Location of organization: _____

JV CONTRACT recorded? Yes _____ No _____

Contact: Kenneth E. Faul, PE Email ken.faul@autoconserv.com

Phone (c) 850-206-5868 (o) 850-477-8440 Fax 850-477-8396



AUTOCON-01

DCHRISTINE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/27/2023

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 M.E. Wilson dba Underwood Anderson Insurance 2302 North 9th Avenue Pensacola, FL 32503	CONTACT NAME: Diana Christine	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS: diana@underwoodanderson.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Westchester Surplus Lines Insurance Company		10172
INSURER B: Owners Insurance Co		32700
INSURER C: Colony Insurance Company		39993
INSURER D: Bridgefield Employers Insurance Company		10701
INSURER E:		
INSURER F:		

INSURED
Automation Control Service, LLC
6281 Technology Drive
Pensacola, FL 32505

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 <input checked="" type="checkbox"/> Contractor's Polluti GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC. OTHER:			G24348568011	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			4839415900	5/8/2022	5/8/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			EXO4281837	2/1/2023	1/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	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	N/A	830-48737	8/18/2022	8/18/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liabili			G24348568011	1/1/2023	1/1/2024	Occurrence 1,000,000
A	Pollution			G24348568011	1/1/2023	1/1/2024	Occurrence 1,000,000

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

CERTIFICATE HOLDER City of Fairhope 161 North Section Street 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
---	--

ACORD 25 (2016/03)

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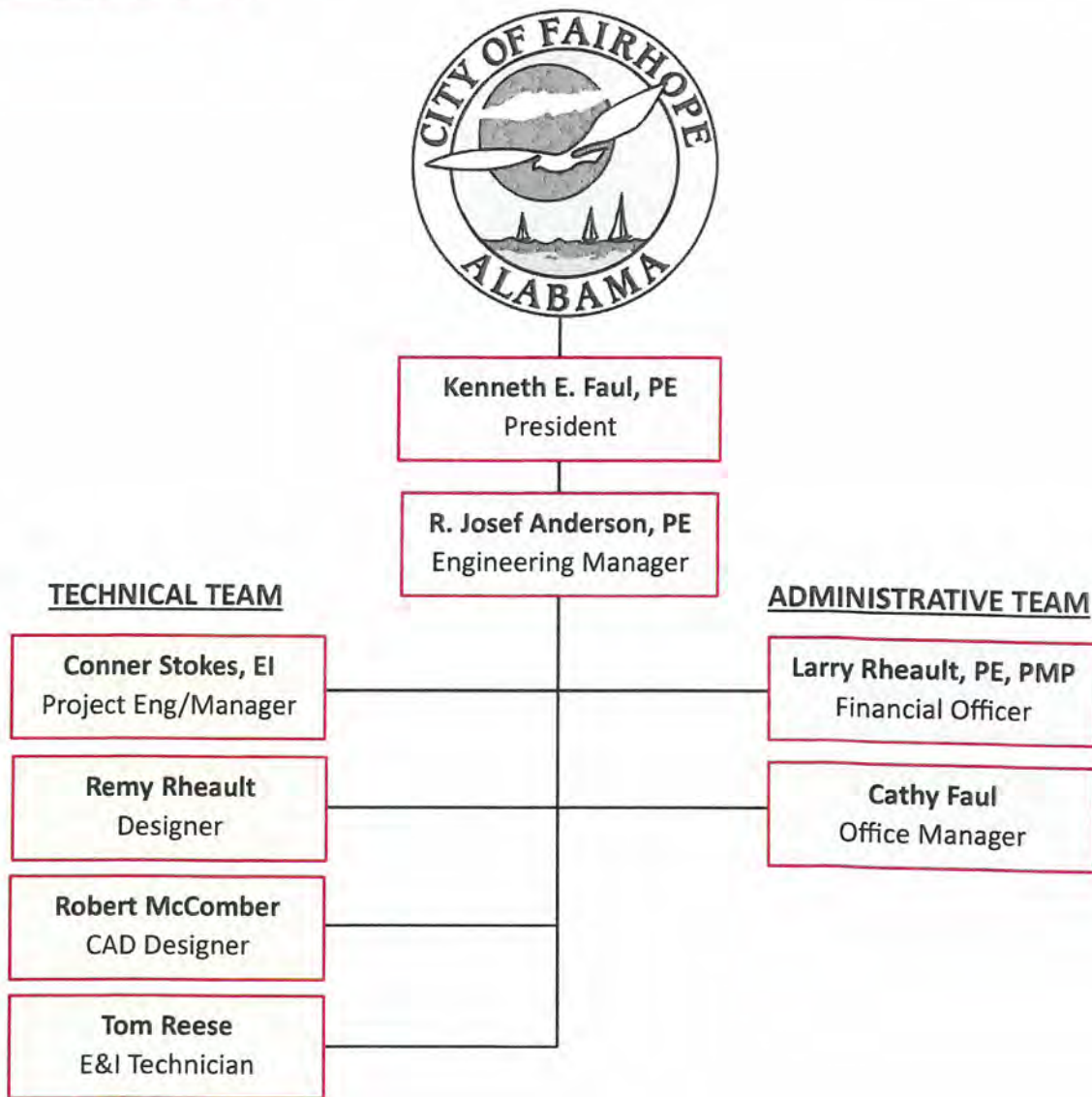


Bid Number 23-024
Request for Proposal
Wastewater Treatment Plant SCADA Integration

B. PROJECT TEAMS

For this Request for Proposal, ACS has selected the following team of engineers, technicians, and support staff. These selected professionals will be responsible for the daily production of engineering products and services and are available at relatively short notice for this project. Our technical teams' condensed resumes outline their professional qualifications and relevant experience:

Organizational Chart



Key Team Members

The City of Fairhope staff will have access to a wide range of highly qualified professionals. Our project management, communications and staffing plan ensures that the City staff will have consistent, uninterrupted access to our services throughout the duration of the contract.

KENNETH E. FAUL, PE

President

Education: B.S. Electrical and Computer Engineering, University of Louisiana
Registrations: Professional Engineer: FL #PE69145

Mr. Faul has over thirty-seven (37) years in the technical implementation and management of control systems applications. He served for 16 years with GE Automation Services in various engineering and management capacities prior to joining ACS in 2004, where he now behaves in the capacity of President and Engineering Consultant.

R. JOSEF ANDERSON, PE

Engineering Manager

Education: B.S. Electrical Engineering, University of Florida, Primary Leadership Development Course, US Army 2000
Registrations: Professional Engineer: AL #PE34893, FL #PE77569, GA #PE046651

Mr. Anderson has over fourteen (15) years of experience in Electrical, Controls, and System Integration design and implementation. His projects have ranged from nuclear control systems, water and wastewater electrical/ controls systems, and industrial electrical/ controls systems. His expertise includes systems integration, PLC programming, design, project management, site electrical surveys, network design, and process control systems. He has developed and managed seven (7) VTScada-specific projects encompassing thirty (30) water distribution sites, seven (7) WWTP, and one-hundred forty (140) lift stations.

CONNER STOKES, EI

Project Engineer / Project Manager

Education: B.S. Electrical Engineering, University of West Florida, Magna Cum Laude
Registrations: Engineer Intern: FL #1100022289

Ms. Stokes has four (5) years of experience in Electrical Engineering and Control System Integration from initial design to implementation and support. Her project focus is water and wastewater electrical and control systems which include control panel design, multiplatform PLC programming, and multiplatform SCADA software integration. She has developed and supported multiple SCADA applications for Wastewater Treatment Plants, Water Systems, and Wastewater Collections.

REMY RHEAULT

Designer

Education: B.S. Electrical and Computer Engineering, University of West Florida

Mr. Rheault is a recent permanent addition to ACS after receiving his Bachelor's degree in Computer and Electrical Engineering. Having interned at ACS throughout his final two years of college, Remy begins his career at ACS with experience in AutoCAD Electrical, PLC Programming, and SCADA Integration.

ROBERT MCCOMBER

CAD Designer

Education: Architecture, George Stone Area Vocational Technical Center, Pensacola
Certifications: AutoCAD Electrical Fundamentals

Mr. McComber is a versatile and technically aggressive CAD professional with full command of the production of electronic versions of technical drawings for all electrical engineering projects. Bob has over twenty-one (21) years of training and practical experience with Autodesk AutoCAD programs, including AutoCAD Electrical 2011 and 2021, AutoCAD 2017, AutoCAD Land Desktop 2008, AutoCAD2000, AutoCAD R14, and AutoCAD98LT. Mr. McComber assists in-house engineers with all facets of VTScada-specific projects.

TOM REESE

E&I Technician

Education: Electrician Program, Okaloosa Technical College, Ft. Walton Beach
Certifications: Corning Fiber Installation, Fluke Networks Certified Cable Test Technician (CCTT), Versiv Fiber Tier 1 and 2

Mr. Reese has over twenty (20) years of technician experience as an electrical and automation technician performing electrical and instrumentation maintenance activities and projects. His expertise lies in the fabrication, installation, inspection, testing, adjustment, and repair of electronic, electro-mechanical, and pneumatic control circuits and systems. Mr. Reese works closely with process technicians, engineers, and contract partners to maximize equipment reliability and minimize production downtime.





Bid Number 23-024
Request for Proposal
Wastewater Treatment Plant SCADA Integration

CITY OF FAIRHOPE RFQ WWTP SCADA INTEGRATION
BID NUMBER 23-024

C. TECHNICAL APPROACH (Understanding of the Scope of Work)

I. Scope of Work

A. Graphical Displays

1. Overview (Level 1)

The site Overview Screen will provide a representation of the entire plant with representation of each major process component with active indications of key measured variables and status indication of key pieces of equipment. Each process area represented on the Overview display will include active pick points to allow the operator to "drill down" to a Unit level screen for more detail.

Each process unit on the display will also include an alarm box to provide visual indication of active alarms contained within the associated unit.

The Overview graphic will be overlaid with color coded flow lines to indicate process flow as it propagates through the plant.

2. Unit Screens (Level 2)

The Unit screens will display area information in greater detail than can be indicated on the Overview display. The unit level graphics will include display of all measured variables associated with the Unit as well as run status of all devices. Indications for pumps, motors, valves, etc. will include active pick points for summoning pop-up displays for operator control.

Analog points will include active pick points for trend display as well as pop-up to provide complete point detail.

Where necessary, pick points will be included at this level to provide operator access to setpoint entries.

3. Pop-Up Screens (Level 3)

Pop-up displays provide all details for specific devices. This can include pumps, motors, analog variables, etc.

**CITY OF FAIRHOPE RFQ WWTP SCADA INTEGRATION
BID NUMBER 23-024**

All inputs, outputs, control states, alarm setpoints, alarm statuses, and control mode information associated with the device will be indicated on the pop-up display.

Some pop-ups will be based on templates (reusable amongst numerous devices) while others will be customized for one particular purpose (such as unit setpoints).

B. Tags

The tagging structures that have already been created for the project appear to be reasonably constructed, although some small amount of repositioning might be in order.

Once the project is underway and sufficient information has been gathered there might be an advantage to the implementation of tag templates in certain circumstances. This will be determined during application development.

Formatting and alarm prioritization will be coordinated with the Owner in the course of application development.

C. Remote Alarm Notification

Remote alarm notification (which is native to VTScada and does not require a third-party package) will be coordinated with the Owner in the course of application development.

ACS will configure remote alarming functionality in coordination with the Owner's IT department.

D. Reporting

ACS will assist the Owner with generation of standardized reports.

E. Documentation

ACS will develop AutoCAD drawings to document changes to each of the control panels that will result from the SCADA upgrade project. These drawings will be developed as a first step to facilitate physical modifications to each panel in the field.

CITY OF FAIRHOPE RFQ WWTP SCADA INTEGRATION
BID NUMBER 23-024

F. Hardware Modifications

A variety of hardware components have already been installed in the WWTP in relation to the SCADA upgrade effort. These components are primarily related to the acquisition of additional signals from plant equipment and the network pathways necessary to transport this data into the SCADA system.

1. Bar Screen

The polycarbonate auxiliary PLC enclosure that was added with the SCADA upgrade has detached from the backboard due to physical failure of all four of its mounting tongues. The enclosure is presently laying on the concrete pad beneath the backboard. Interior components appear to remain functional.

- Provide NEMA 4X, 316SS, Stainless Steel Enclosure
- Develop auxiliary panel drawings with layouts, wiring schematics, and material list.
- Remove components from failed enclosure and relocate into new SS Enclosure.
- Rewire components in new auxiliary panel in accordance with UL508 requirements.
- Install new auxiliary panel onto backboard.
- Re-wire interconnections between auxiliary panel and existing Schrieber panel using consistent wire colors and appropriate wire markers.
- Provide appropriate battery to replace home-made UPS battery pack.
- Fasten current transducer added to Schrieber panel to free space on backpanel and route new phase wire between starter and motor field termination block.

2. Grit Bridge

The Micro 850 PLC installed as part of the SCADA upgrade project is sufficient to provide monitoring of the Grit System and also has the capacity to replace the Schneider smart relay that presently controls the system.

The present mounting orientation of the added PLC, power supply, and UPS are prohibited by the respective manufacturers. The PLC that was added as part of the SCADA upgrade project will be removed and replaced by the Micro-820 PLC that will be removed from the Signa UV panel. This processor will fit in the space that will be vacated by the removal of the Schneider Zelio smart relay.

- Generate a drawing set to document the required modifications to the existing control panel.

CITY OF FAIRHOPE RFQ WWTP SCADA INTEGRATION
BID NUMBER 23-024

- Revise and replace wiring modifications as necessary to establish consistent color coding, add wire identification markers, and assure that wire gauges comply with UL508 guidelines.
- Test functionality of new PLC program
- Remove the existing Schneider smart relay and associated wiring

3. Grit Classifier

The following modifications will be made to the Grit Classifier panel:

- Generate a drawing set to document the required modifications to the existing control panel.
- Revise and replace wiring modifications as necessary to establish consistent color coding, add wire identification markers, and assure that wire gauges comply with UL508 guidelines.
- Surface mount current transducer to free space in backpanel. Add termination block as necessary to route phase wire through transducer.
- Replace Ubiquiti LightBeam with Ubiquiti Loco on wall mounted bracket adjacent to control panel.

4. Blowers 1 & 2 Control Panels

- Mount current transducers to backpanel. Add junction terminal block if necessary to facilitate routing of phase wire through transducer.

5. Fuzzy Filter Pumps Control Panel

- Generate a drawing set to document the required modifications to the existing control panel.
- Revise and replace wiring modifications as necessary to establish consistent color coding, add wire identification markers, and assure that wire gauges comply with UL508 guidelines.
- Replace Ubiquiti LightBeam with Ubiquiti Loco and mount in safe location.

CITY OF FAIRHOPE RFQ WWTP SCADA INTEGRATION
BID NUMBER 23-024

6. Fuzzy Filters Main Control Panel

The iEi display originally intended for this display is impractical as a VTScada client due to screen resolution differences and the difficulties of using a screen keyboard to manipulate VTScada. The best option is to replace this HMI with another small-footprint device. For optimal cost control ACS would recommend a current version of the original Beijer HMI in order to avoid re-development of the HMI display package.

- Replace iEi display with either Beijer X2 Extreme 12 to reuse existing display configuration or Allen Bradley Panelview Plus and re-create application in FactoryTalk Studio.
- Revise wiring modifications to add wire markers.

7. Fuzzy Filters 1 & 2 Control Panels

These panels require no appreciable modification.

8. Influent Flow Panel

- Add terminations, breaker, surge suppression for incoming power.
- Revise wiring to add wire markers.

9. MCC Main Control Panel

- Generate drawing to document required modifications to control panel.
- Add analog input module to CompactLogix PLC.
- Rewire new motor current inputs to new analog input module on CompactLogix.
- Remove Micro-800 PLC and associated wiring. Store PLC as spare.
- Mount current transducers on backpanels of MCC motor buckets and reroute phase wires as necessary.
- Clean up control panel, remove unused wiring that is presently hanging out in space.

**CITY OF FAIRHOPE RFQ WWTP SCADA INTEGRATION
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10. Sigma UV System Control Panel

- Remove Micro-800 PLC and associated wiring. Move PLC to spare stock.

11. Sludge Pump Control Panel

- Generate a drawing set to document the required modifications to the existing control panel.
- Revise and replace wiring modifications as necessary to establish consistent color coding, add wire identification markers, and assure that wire gauges comply with UL508 guidelines.

12. Sludge Pump Network Interface Panel

- Replace Ubiquiti LightBeam with Ubiquiti Loco. Place in safe location.

13. Decant Control Panel

- Generate a drawing set to document the required modifications to the existing control panel.
- Revise and replace wiring modifications as necessary to establish consistent color coding, add wire identification markers, and assure that wire gauges comply with UL508 guidelines.
- Move Wireless access point to practical location.

G. Training

Operator

ACS will provide training for operations staff to familiarize them with the operation and monitoring of the system through VTScada. Training is conducted in a single 2–4-hour session for a subset of operators. ACS has included a provision for two such sessions in this proposal to accommodate multiple shifts.

Technicians

ACS will provide training for supervisors and administration. This training will familiarize the users with report generation and historian tools. This training is expected to require a 3-4 hour session.

**CITY OF FAIRHOPE RFQ WWTP SCADA INTEGRATION
BID NUMBER 23-024**

II. Execution

1. Kick-Off (1 Day)
2. Electrical Drawing Development (2 weeks)
3. PLC Program Development (2 weeks)
4. Control Panel Field Modifications (2 weeks)
5. Initial Graphic Layout, Navigational, Template Development (Two Weeks)
6. Customer Review Session 1 (1 Day)
7. Application Development to 80% (3 Weeks)
8. Customer Review Session 2 (1 Day)
9. Application Completion (2 Weeks)
10. Application Deployment (2 Days)

*Note: Some tasks will run concurrently. The project timeline of 90 days is sufficient.

III. Post-Implementation and Ongoing Support

ACS provides a one (1) year warranty on workmanship for our work product. For the project in question this will include the VTSCADA application and wiring or control network modifications that result from our efforts.

In addition to warranty support for the project at hand, ACS can also offer an annual contract to offer qualified support for SCADA systems in general. Scope of supply will be:

A. 24/7 Telephone/Remote Support

City of Fairhope employees will have access to our 24-hour support line. When necessary and available, the responder will also offer remote support through secure session as needed. There is no limit on the number of calls or telephone time.

B. 24/7 On-Site Response

ACS will provide on-site support on-demand with a guaranteed maximum response time of 2 Hours + Drive time from our Pensacola Office location, which translates into 2 hours and 45 minutes. This response guarantee will remain in force 24/7, 365 days per year.

The base monthly charge will include one on-site call-out per month with a maximum on-site time of two hours, after which published hourly rates will apply. Any additional call-outs in a given calendar month will be billed at published rates.

CITY OF FAIRHOPE RFQ WWTP SCADA INTEGRATION
BID NUMBER 23-024

Unused hours at the conclusion of each month will roll over into the ensuing months, although banked hours will not roll over from year to year.

Prior to closing an agreement ACS and the City will determine who will be authorized to initiate on-demand site services.

C. Remote Server Management

ACS will provide services to monitor SCADA Server health and to keep server operating systems and resident software packages up-to-date. Standard server updates will be applied on a quarterly basis while emergency security related patches will be applied immediately.

Depending on the City's means of handling backups, ACS can facilitate backup verification as part of this contract as well.

In order to provide this role ACS will require remote access to the SCADA servers.



Bid Number 23-024
Request for Proposal
Wastewater Treatment Plant SCADA Integration

**ITEM III
COST SUBMITTAL FORM**

Date: 05 / 09 / 2023Bid No: 23-024 Wastewater Treatment Plant SCADA IntegrationBids Due: Tuesday, May 9, 2023, 10:00 A.M.

Section A				
Item	Description	# of Est. Hours	Hourly Rate	Extended Price
1	Technician Standard Hourly Rate	120	\$135	\$13,500
2	Service Engineers Standard Hourly Rate	160	\$150	\$24,000
3	Design Engineer Standard Hourly Rate	410	\$150	\$61,500
	Section A Total	*\$10,000 Contingency		\$99,000
Section B				
	Parts, Supplies, and Materials			\$ 9,700
Total Cost				
	Total Cost (Sections A and B)			\$ 108,700

Annual Maintenance Fees	
Annual Maintenance Fees – Annual Cost	\$1,000/mo. \$10,800/year if paid in full

*Contingency (for possible complication from relocating devices)

Company Name: Automation Control Service, LLCAddress: 6281 Technology DrivePensacola, FL 32505Bid Submitted By: Kenneth E. Faul, PE*Kenneth E. Faul*
(Name of Company Representative)Title: PresidentEmail: ken.faul@autoconserv.comTelephone: (c) 850-206-5868Fax: 850-477-8396

Additional Costs

Automation Control Service, LLC understands that the City of Fairhope seeks a clear and comprehensive understanding of all costs associated with the SCADA software installation, configuration, implementation, training, and post-implementation services.

ACS has identified the resources needed along with the related resource rates. These items are paramount to successfully implementing the SCADA Software and Implementation Project.

ITEM	DESCRIPTION	PRICE
1	Software – Dual Server Premium 5k Tags	\$25,695
2	Site Visits	\$32,660
3	System Configuration	\$13,450
4	Gas Distribution	\$10,720
5	Wastewater Collections	\$13,170
6	Wastewater Treatment	\$23,740
7	Water Distribution	\$10,720
8	Electrical System	\$17,830
9	Commissioning	\$56,950
10	Training	\$28,510
TOTAL		\$233,445





AUTOMATION CONTROL SERVICE LLC

www.autoconserv.com

**ITEM III
COST SUBMITTAL FORM
REVISED**

Date: ___ / ___ / _____

Bid No: 23-024 Wastewater Treatment Plant SCADA Integration

Bids Due: Tuesday, May 9, 2023, 10:00 A.M.

Section A				
Item	Description	# of Est. Hours	Hourly Rate	Extended Price
1	Technician Standard Hourly Rate	120	\$135	\$ 13,500
2	Service Engineers Standard Hourly Rate	160	\$150	\$ 24,000
3	Design Engineer Standard Hourly Rate	410	\$150	\$ 61,500
Section A Subtotal				\$ 99,000
Contingency Allowance (for possible complication from relocating devices)				\$ 10,000
Section A Total				\$ 109,000
Section B				
	Parts, Supplies, and Materials			\$ 9,700
Total Cost				
	Total Cost (Sections A and B)			\$ 118,700

Annual Maintenance Fees	
Annual Maintenance Fees – Annual Cost	\$1,000/mo. \$10,800/year if paid in full

Company Name: Automation Control Service, LLC

Address: 6281 Technology Dr
Pensacola, FL 32505

Bid Submitted By: Kenneth E. Faul, P.E.
(Signature of Company Representative)

_____ *(Name of Company Representative)*

Title: President Email: ken.faul@autoconserv.com

Telephone: (o) 850-477-8440 x103 (c) 850-206-5868 Fax: 850-477-8396

Unit Costs 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.

In addition to the above stated cost proposal, by initialing below and signing this Bid Submittal Form, the bidder acknowledges that the submitted proposal includes documentation to demonstrate ability to meet each of the following project requirements:

From: [Ken Faul](#)
To: [Erin Wolfe](#)
Cc: [Conner Stokes](#); [Eric Coley](#); [Rhonda Cunningham](#)
Subject: RE: Bid No. 23-024 Proposal Clarification Request
Date: Friday, May 12, 2023 7:42:28 AM
Attachments: [image001.png](#)



Erin,

It looks like we were so focused on getting the thing looking spiffy that we missed some things in the actual content.

The "Additional Costs" page was actually a relic from a previous bid that was used as the skeleton for this one. I had struck it out during my review, but somehow it made its way back in for the final. It can be deleted altogether as it doesn't apply to Fairhope.

On the cost tally sheet we were looking to add a fourth line for a \$10,000 contingency allowance request. The bid spec allowed for this but didn't include a line item for it. I couldn't get the formatting right so noted what I wanted to do and turned it over to the admin preparing it, but evidently the notes didn't translate well because the tally sheet doesn't reflect it correctly.

What we were trying to do was list the total cost (\$108,700) with a \$10,000 contingency for circumstances that might arise from a couple of areas in the plant where we will need to relocate equipment.

The upshot is that we were intending to bid \$108,700 for the job +\$10,000 in contingency. If we need to formally clarify that just let me know.

Thanks,
Ken

Kenneth E. Faul, P.E.



AUTOMATION CONTROL SERVICE, LLC

6281 Technology Drive | Pensacola, FL 32505

O: 850.477.8440 x.103 | C: 850.206.5868 | F: 850.477.8496

E: ken.faul@autoconserv.com | W: autoconserv.com

From: Erin Wolfe <erin.wolfe@fairhopeal.gov>
Sent: Thursday, May 11, 2023 9:20 AM
To: Ken Faul <ken.faul@autoconserv.com>
Cc: Conner Stokes <conner.stokes@autoconserv.com>; Eric Coley <eric.coley@autoconserv.com>; Rhonda Cunningham <rhonda.cunningham@fairhopeal.gov>
Subject: Bid No. 23-024 Proposal Clarification Request

Good morning,

Thank you for submitting a proposal for Bid No. 23-024 Request for Proposal – Wastewater Treatment Plant SCADA Integration.

In reviewing your proposal, we would like to have clarification of the proposed cost of the project.

The cost submitted on the Cost Submittal Form has a total of \$108,700.00. Then you provided an Additional Costs sheet with a total of \$233,445.00.

Can you please confirm that the total on the Cost Submittal Form (\$108,700.00) will be the total cost of the initial project – SCADA integration, without any additional costs needed for the required finished project?

Also, confirm that the items listed in the Additional Costs would be optional services that could be requested at a later date. Please also provide a detailed description of the Additional Cost items and how each would be a benefit to the initial integration project.

Please provide the clarification before **5pm on Monday, May 15.**

Please let me know if you have any questions.

Thank you.

Erin Wolfe

Purchasing Manager
City of Fairhope
555 South Section Street
Fairhope, AL 36532
Phone: (251) 279-6231
Email: erin.wolfe@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 has voted to approve the procurement of two (2) Electric Vehicle Charging Stations for the Electric Department from Gresco through Sourcewell Contract 051017-CP1; and therefore does not have to be let out to bid. The total cost not-to-exceed \$134,026.00.

[2] City of Fairhope was awarded grant funds from the Alabama Department of Economic and Community Affairs (ADECA) Energy Division for this procurement.

ADOPTED ON THIS 12TH DAY OF JUNE, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 6/2/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approval of Procurement of Two (2) Electric Vehicle Charging Stations from Gresco

Project Location: Electric Dept

Presented to City Council: 6/12/2023

Funding Request Sponsor: Conrad Havranek, Electric Superintendent
Ben Patterson, Electric Superintendent

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 134,026.00 (Not-to-Exceed)

Vendor: Gresco through Sourcewell

Project Engineer: n/a

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

JUN 2 '23 PM 3:44 *tw*

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
Unfunded XXX

Expense Code: 003-50470
G/L Acct Name: Purchases Vehicles & Equipment

Grant: _____ Federal - not to exceed amount
ADECA \$148,626.00 State

Local

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

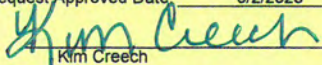
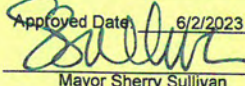
Over (Under) budget amount: \$ 134,026.00

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

Capital Lease: _____ - Payment _____ Term _____

ADECA Grant Project. This project is to install electric vehicle infrastructure (2 bays) at 84 Plantation Pointe Rd, Fairhope, AL

City Council Prior Approval/Date? _____

<u>Senior Accountant</u>	<u>City Treasurer</u>	<u>Mayor</u>
Purchasing Memo Date: <u>5/30/2023</u>	Purchasing Memo Date: <u>5/30/2023</u>	Delivered To Date: <u>6/2/2023</u>
Request Approved Date: <u>6/2/2023</u>	Request Approved Date: <u>6/2/2023</u>	Approved Date: <u>6/2/2023</u>
Signatures: _____	 Kim Creech	 Mayor Sherry Sullivan



MEMO

To: Kimberly Creech, Treasurer

Erin Wolfe

From: Erin Wolfe, Purchasing Manager

Date: May 30, 2023

Re: Green Sheet and City Council Approval of Procurement of Two Electric Vehicle Charging Stations

Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

The Superintendent of the Electric Department, Ben Patterson, is requesting procurement of two (2) Electric Vehicle (EV) Charging Stations. The City of Fairhope was awarded grant funds from Alabama Department of Economic and Community Affairs (ADECA) Energy Division for this procurement.

The procurement of two (2) ChargePoint 250 Stations from GRESCO includes the following:

- CPE250C-625-CCS1-200A-CHD ChargePoint 250 Station 62.5KW includes Express (Qty: 2)
- CPE250-TOOLKIT-F (Qty: 2)
- DC-UNIVERSAL-CMT-METRIC – required metal bracket to align conduits/mounts (Qty: 2)
- CPE250-ASSURE-5 – 5 prepaid years of ChargePoint Assure (Qty: 2)
- CPE250-COMMISSIONING – On Site Validation (Qty: 2)
- CPCLD-ENTERPRISE-DC-5 – EV Station Software 5yr DC Prepaid enterrize CLO (Qty: 2)
- CPSSupport-ACTIVE – EV Station Cloud Service Monitoring and Maintent (Qty:2)

Total Cost: One Hundred Thirty-Four Thousand Twenty-Six Dollars (\$134,026.00)

This type of EV Charging Station is on the Sourcwell Contract Number 051017-CP1 and therefore does not have to be let out to bid.

NOTES:

See Attached Vendor Proposal for Details.

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement for two (2) Electric Vehicle Charging Stations for a not-to-exceed cost of \$134,026.00.

CC file, Ben Patterson, Conrad Havranek, Clint Steadham

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

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



Quote



Entered Date
5/16/23

Taken By
lbri

Customer #
1112
PO #
QUOTE CPE250

Order #
10212743-00
Page #
1

Bill To
CITY OF FAIRHOPE
Po Box 429
Fairhope, AL 36533-0429

Ship To
CITY OF FAIRHOPE
555 S Section St
Fairhope, AL 36532-1609

Remit To
GRESKO
PO BOX 932918
ATLANTA, GA 31193-2918

Instructions

Ship Point Gresco-Forsyth, GA	Via Gresco Truck	Shipped	Terms Net 30 Days	SlsRepln/Out lbri / ggol
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Notes

SOURCEWELL CONTRACT 051017-CP1

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
1	CPE250C-625-CCS1-200A-CHD CHARGEPOINT 250 STATION 62.5KW INCLUDES EXPRESS	2.00	EA	46,712.41	EA	93,424.82
2	CPE250-TOOLKIT-F CPE250 TOOL KIT	2.00	EA	0.00	EA	0.00
3	DC-UNIVERSAL-CMT-METRIC REQUIRED METAL BRACKET TO ALIGN CONDUITS/MOUNTS	2.00	EA	0.00	EA	0.00
4	CPE250-ASSURE-5 5 prepaid years of ChargePoint Assure	2.00	EA	13,650.5882	EA	27,301.18
5	CPE250-COMMISSIONING ON SITE VALIDATION	2.00	EA	900.00	EA	1,800.00
6	CPCLD-ENTERPRISE-DC-5 EV STATION SOFTWARE 5YR DC PREPAID ENTERRIZE CLO	2.00	EA	5,400.00	EA	10,800.00
7	CPSUPPORT-ACTIVE EV STATION CLOUD SERVICE MONTITORING AND MAINTENT	2.00	EA	350.00	EA	700.00
7	Lines Total	Total Order Quantity	14.00		Subtotal	134,026.00
					Taxes Total	0.00
						134,026.00



CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Ben Patterson

Date: 5-22-2023

Department: Electric

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>Gresco Sourcewell 051017-cp1</u>	\$ <u>134,026.00</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? EV Chargers
2. What is the total cost of the item or service? 134,026.00
3. How many do you need? 1
4. Item or Service Is: XNew Used Replacement Annual Request
5. Vendor Name (Lowest Quote): Gresco
6. Vendor Number: Click or tap here to enter text.
 If you do not have a Vendor Number, please go to the City of Fairhope page: <http://www.fairhopeal.gov/www.FairhopeAL.gov>, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

1. Is it budgeted? Yes XNo Emergency Request
2. If budgeted, what is the budgeted amount? Click or tap here to enter text.
3. Budget code: Click or tap here to enter text.

KAY IVEY
GOVERNOR



STATE OF ALABAMA

KENNETH W. BOSWELL
DIRECTOR

May 8, 2023

The Honorable Sherry Sullivan, Mayor
City of Fairhope
161 North Section Street
Fairhope, AL 36532

Dear Mayor Sullivan:

RE: Program: Electric Vehicle Charging Infrastructure
Grant Number: 1EVST22 01

I am pleased to enclose the above-referenced agreement. This agreement provides funding of \$148,626.00 for your project to install electric vehicle infrastructure (2 bays) at 84 Plantation Pointe Rd, Fairhope, AL. Please sign and return it to the Alabama Department of Economic and Community Affairs (ADECA) Energy Division.

Thank you for your assistance and if you have any questions, please contact your Program Supervisor, Ms. Cleandra Dixon, at cleandra.dixon@adeca.alabama.gov or (334) 353-7556.

Sincerely,

A handwritten signature in black ink that reads "Kenneth W. Boswell".

Kenneth W. Boswell
Director

KWB:JBL:as

Enclosure

cc: Ms. Nicole Love

GRANT AGREEMENT
Electric Vehicle Infrastructure Program

THIS AGREEMENT (hereinafter referred to as the "Agreement") is effective as of this 4th day of **November 2022** by and between the **City of Fairhope**, ("Grantee") and the Alabama Department of Economic and Community Affairs ("ADECA" or "Department"). This Agreement consists of seven (7) printed pages, Attachment (A) Scope of Work, and the Proposal or Application, incorporated by reference, as described below.

1. **PURPOSE:** The purpose of this Agreement is to implement the project described in the Alabama Electric Vehicle Infrastructure Program proposal entitled "Electric Vehicle Infrastructure Projects," which is hereby incorporated by reference as part of this Agreement.
2. **DURATION OF AGREEMENT:** The Grantee shall commence performance of this Agreement on the 4th day of **November 2022** and shall complete performance to the satisfaction of the Department not later than the **31st day of May 2024**.
3. **FUNDING:** In no event shall the total amount to be paid by the Department to the Grantee under this Agreement exceed **\$148,626.00** for full and complete satisfactory performance unless there is a signed Amendment to this Agreement, see 24. CHANGES.
4. **DISALLOWED COSTS:** (a) Expenditures which exceed the total amounts authorized under the provision of the above item shall be the responsibility of the Grantee and will not be reimbursed by the Department; (b) expenditures which are not within the allowable costs categories approved in the Agreement's Budget shall not be reimbursed by the Department. All other expenditures not meeting State, Federal or local rules and regulations, guidelines, policies and procedures, and similar guidance may be disallowed.
5. **UNEXPENDED FUNDS:** No funds reimbursed to the Grantee under the terms of this Agreement shall be obligated after the termination of the Agreement. For clarification, this shall be either the termination date set forth in this Agreement or in subsequent amendments; an earlier date mutually agreed upon by the two parties; or a termination date set forth by the Department for non-compliance with provisions of this Agreement. In any event, the Grantee shall be allowed thirty (30) days after the termination of this Agreement for the settlement of all claims and obligations incurred in the performance of the agreement, provided such claims and obligations are not made after performance end date of agreement. All unexpended funds shall be returned to the Department as soon as possible after the termination thereof, but not to exceed thirty (30) days from the date of the termination of this Agreement.
6. **AVAILABILITY OF FUNDS:** Any commitment of funds shall be contingent upon the receipt and availability of funds under the program for which this Agreement is made. Payments made by the Department under the terms of this Agreement shall not constitute final approval of documents

submitted by the Grantee or of procedures used in formulating requests for payment to the Grantee. Funds appropriated and obligated to this award are available for reimbursement of costs until the end of the performance period set forth in this Agreement.

7. **SCHEDULE OF PAYMENT:** The Grantee will operate its program on a reimbursement basis. Expenditure reports are to be submitted in the form and under procedures identified by the Department. The total amount of funds to be reimbursed under this Agreement shall not exceed **\$148,626.00**. The Grantee shall be paid on a periodic basis over the duration of the Agreement upon receipt and approval by the Department of an invoice of actual expenditures by cost categories. Source documentation for incurred expenditures must accompany all invoices. The Grantee must submit a final invoice due no later than forty-five (45) days after the completion of this Agreement.
8. **TERMINATION:** The following provisions apply to termination under this Agreement, whether termination by the Department or by the Grantee. The performance of work under this agreement may be terminated in whole or in part for the following circumstances:

Termination for Convenience. This agreement may be terminated by either party with thirty (30) days written notice. Said notice shall specify the reasons for requesting such termination. If the Department determines that continuation of the work will serve no useful public purpose, this Agreement may be terminated by the Department and the Grantee shall be entitled to necessary expenses incurred through the date of termination or the date services are last provided, whichever occurs first.

Termination for Cause. If, through any cause, the Grantee shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected within fifteen (15) days after such notice is given by the Department to the Grantee, the Department shall thereupon have the right to immediately terminate or suspend this Agreement by giving written notice to the Grantee of such termination or suspension and specifying the effective date thereof.

In the event of termination, for either convenience or cause, all property, finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs, and reports prepared by the Grantee under this Agreement shall, at the option of the Department, and if in accordance with applicable State and Federal regulations, become the property of the Department. The Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Grantee shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the Agreement by the Grantee and the Department may withhold any payments to the Grantee for the purpose of setoff until such time as the exact amount of damages due the Department from the Grantee is determined.

9. **HEARING ON APPEAL:** The Grantee shall have the right to appeal any determination to terminate made by the Department; however, if the Grantee has failed to submit its appeal, in writing, within ten (10) calendar days from written notice of the termination and/or has failed to request and receive approval from the Department for extension of such, then the Grantee shall have no further right of appeal.

10. DEBARMENT AND SUSPENSION: The Grantee certifies, by entering into this Agreement, that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed from debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State of Alabama. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. Grantees shall immediately notify the Department if any sub-contractor becomes debarred or suspended, and shall, at the Department's request, take all steps required by the Department to terminate its contractual relationship with the sub-contractor for work to be performed under this Agreement.

11. NOT TO CONSTITUTE A DEBT OF THE STATE: It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of ALA. CONST. art. XI, § 213.

12. CONFLICTING PROVISION: 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 that conflicting provision in the Agreement shall be deemed null and void.

13. IMMUNITY AND DISPUTE RESOLUTION: The parties to this agreement recognize and acknowledge that the Department is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to ALA. CONST. art. I, § 14. It is further acknowledged and agreed that none of the provisions and conditions of this Agreement shall be deemed to be or construed to be a waiver by the Department of such Constitutional Immunity.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

14. DISCLAIMER: ADECA specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from ADECA whether by contract, grant, loan, or by any other means.

No Grantee, contractor, or agency performing services under any agreement, contract, grant or any other understanding, oral or written, other than an actual employee of the Department, shall be considered an agent or employee of the State of Alabama or the Department or any division thereof. The State of Alabama, the Department, and their agents and employees assume no liability to any Grantee, contractor or agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of any Grantee, contractor or agency, or any other person.

15. ACCESS TO RECORDS:

The Director of the Department, the Comptroller General of the United States (if federal funds), the Chief Examiner of Public Accounts, or any of their duly authorized representatives shall have the right of access to any pertinent books, documents, papers, and records of the Grantee for the purpose of making audits, financial reviews, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to Grantee personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required retention period but shall last as long as the records are retained.

- 16. ASSIGNABILITY:** The Grantee shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Department thereto. Provided, however, that claims for money due, or to become due to the Grantee from the Department under this Agreement may be assigned to a bank, a trust company, or other financial institution through a valid court order and without such approval. Notice of such assignment or transfer shall be furnished promptly to the Department.
- 17. CONFLICT OF INTEREST:** A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected for award: (1) the individual, (2) any member of the individual's immediate family, (3) the individual's partner, or (4) an organization which employs or is about to employ any of the above. The Grantee certifies by signing this Agreement that no person under its employ or control who presently performs functions, duties, or responsibilities in connection with the Department of grant-funded projects or programs has any personal and/or financial interest, direct or indirect, in this Agreement nor will the Grantee hire any person having such conflicting interest. The Grantee further certifies that it will maintain a written code of standards governing the performance of persons engaged in the award and administration of contracts and subawards.
- 18. AUDIT REQUIREMENTS:** All grantees of Federal funds must follow the Audit Requirements in the Office of Management and Budget Uniform Administrative Requirements (2 C.F.R. Part 200, subpart F). Grantees that expend \$750,000 or more during their fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 C.F.R. Part 200. All entities that have a single audit must submit the reporting package and data collection form to the Federal Audit Clearinghouse in accordance with 2 C.F.R. § 200.512. Additionally, if any grantee receives more than \$500,000, collectively, in State General Fund appropriations in its fiscal year, from ADECA, it must have an audit in accordance with Government Auditing Standards (the Yellow Book) and Generally Accepted Auditing Standards established by the American Institute of Certified Public Accountants.

Nothing contained in this Agreement shall be construed to mean that ADECA cannot utilize its auditors regarding limited scope audits of various ADECA funds. Audits of this nature shall be planned and carried out in such a way as to avoid duplication or not to exceed the audit coverage limits as stated in the said Uniform Administrative Requirements.

Copies of all required audits must be submitted to ADECA and the Alabama Department of Examiners of Public Accounts. Copies may be transmitted by email or traditional mail, at the following addresses:

audit@adeca.alabama.gov

Alabama Department of Economic and Community Affairs
ATTENTION: Chief Auditor
401 Adams Avenue
P.O. Box 5690
Montgomery, AL 36103-5690

central.records@examiners.alabama.gov

Alabama Department of Examiners of Public Accounts
ATTENTION: Audit Report Repository
P.O. Box 302251
Montgomery, AL 36130-2251.

19. AUDIT EXCEPTIONS/UNRESOLVED QUESTIONED COSTS/OUTSTANDING DEBTS:

The Grantee certifies by signing this Agreement that it does not have any unresolved audit exceptions, unresolved questioned costs, or finding of fiscal inadequacy as a result of project monitoring. It further certifies that no money is owed to any division of ADECA or to the Federal government under any program where it has not arranged a repayment plan.

- 20. SUSPENSION OF PAYMENTS:** Payments under this Agreement may be suspended in the event that there is an outstanding audit exception under any program administered by any division of the Department, or in the event there is an amount owing to any division of ADECA, or an amount owing to the Federal government under any program administered by any division of ADECA that is not received in a reasonable and timely manner.

Should the Grantee incur an unresolved audit exception or have unresolved questioned costs or finding of inadequacy as a result of any project monitoring by any division of ADECA, then ADECA shall not enter into any other contract, agreement, grant, etc., with said Grantee until the audit exception or questioned cost or finding of fiscal inadequacy has been resolved.

The ADECA shall not enter into another contract, agreement, grant, etc., with any individual, agency, company, or government under any program administered by any division of ADECA that has not arranged a repayment schedule.

- 21. DISCLOSURE STATEMENT:** Unless otherwise exempt under Ala. Code § 41-16-82, a disclosure statement must be submitted to ADECA for any and all proposals, bids, contracts or grant proposals in excess of \$5,000.

- 22. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:** In addition to the provisions provided herein, the Subrecipient shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State and local governments, including, but not limited to, Alabama procurement law (Ala. Code § 41-16-1 et seq.; Ala. Code § 41-4-130 et

seq.), the Alabama Public Works Law (Ala. Code § 39-1-1 et seq.), any State permitting requirements, the Alabama Open Meetings Act (Ala. Code § 36-25A-1 et seq.), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Ala. Code § 31-13-1 et seq.).

For all contracts governed by the Alabama Public Works Law or Alabama procurement law, the following shall apply: In compliance with Alabama Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

By signing this Agreement, the 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.

23. **NONDISCRIMINATION**: The Grantee shall be and is prohibited from discriminating based on race, color, religion, sex, age, handicap, or national origin.
24. **CHANGES**: The Department or Grantee may, from time to time, request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Grantee's compensation which are mutually agreed upon between the Department and Grantee, must be incorporated in written Amendments to this Agreement and approved by the Department prior to implementation and require the Grantee to submit a revised Scope of Work and Project Budget.
25. **REPORTING REQUIREMENTS**: It is expressly agreed that full compliance with programmatic, fiscal, and reporting requirements is a condition for the continuation of funds under this Agreement. Failure to submit such reports in a timely manner could result in the termination of the Agreement or suspension of funds.

The Grantee shall submit to the Department quarterly reports on programmatic and fiscal operations and shall submit a final narrative report. The final narrative report shall provide a summary of the total work performed and a comprehensive description of the accomplishments and results achieved. The final report shall be submitted to the ADECA Energy Division program supervisor no later than thirty (30) days following the completion or termination of this Agreement.

These reports shall be submitted in the form and manner determined by the Department. If any report is deemed to be seriously deficient, or if the Grantee has failed to make satisfactory progress as determined by the ADECA Energy Division program supervisor, the Department may reduce or withhold a percentage of any invoice based upon the percentage of original contractual obligations completed.

26. **RECORD RETENTION**: Records shall be kept for a period of seven (7) years from the submittal of the final financial report or receipt of final payment with the exception of the following qualification, whichever is the latest: If any litigation, claim or audit is started before the expiration of the seven (7) period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The Grantee will provide the Department, the Comptroller

General of the United States or any of their authorized representatives access to any pertinent books, documents, papers, or other records in order to make audits, examinations, excerpts and transcripts. NOTE: Retention of records involving competitive bids should comply with Ala. Code § 41-16-54(e), as applicable, which requires a retention period of at least seven (7) years.

27. **PROPERTY MANAGEMENT:** Equipment is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000. Equipment acquired under this agreement with funds awarded by the Department shall be managed in accordance with guidance developed by the ADECA Energy Division and published in the ADECA Energy Division's *Property Management Manual For Volkswagen Settlement Beneficiary Mitigation Funds And Electric Vehicle Infrastructure Program Funds*. Equipment must be used for the intended purpose and in the same geographic area for a minimum of five (5) years from the date of acquisition.

IN WITNESS WHEREOF, THE DEPARTMENT AND THE GRANTEE HAVE EXECUTED THIS AGREEMENT AS EVIDENCED BY THE SIGNATURES BELOW:

Alabama Department of Economic and Community Affairs

City of Fairhope

Kenneth W. Boswell ^{EF} 4/28/23
Kenneth W. Boswell, Director Date

Sherry Sullivan
Sherry Sullivan (May 15, 2023 09:05 CDT)
Authorized Official Date

Sherry Sullivan
Title

This Agreement has been reviewed for content, legal form, and complies with all applicable laws, rules, and regulations of the State of Alabama governing these matters.

Ashley W. Joole 4/27/2023
Ashley W. Joole, General Counsel Date

ATTACHMENT A
SCOPE OF WORK
November 4, 2022

The Grantee shall perform the following tasks:

- A. To install electric vehicle infrastructure (2 bays) at **84 Plantation Pointe Rd, Fairhope, AL 36532**
- B. Submit invoice(s) as referenced in the Grant Agreement
- C. Prepare and submit quarterly reports as referenced in the Grant Agreement
- D. Prepare and submit a final narrative report as referenced in the Grant Agreement
- E. Any and all provisions contained in the proposal as submitted, or negotiated, and not specifically referenced by this Scope of Work

RESOLUTION NO. _____

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

[1] That the City of Fairhope did solicit quotes for the Procurement of Maintenance and Repair Services for the Electric Department SCADA System.

[2] After evaluating the quotes with the required specifications, Electric Machine Control, Inc. is now awarded the Procurement of Maintenance and Repair Services for the Electric Department SCADA System with a budgeted not-to-exceed cost of \$70,000.00.

ADOPTED ON THIS 12TH DAY OF JUNE, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 6/7/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approval of the Procurement of Maintenance and Repair Services for the Electric Department SCADA System

Project Location: Electric Department

Presented to City Council: 6/12/2023

Resolution # :
Approved _____

Funding Request Sponsor: Conrad Havranek, Electric Superintendent
Ben Patterson, Electric Superintendent

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 70,000.00 (Not-to-Exceed)

JUN 7 '23 PM 12:07 *SW*

Vendor: Electric Machine Control, Inc.

Project Engineer: n/a

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

Department Funding This Project

General Gas **Electric** Water Wastewater Sanitation Cap Project Impact Gas Tax Fed Grant

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Meter-19 IT-16
Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone-12 Adult Rec-30

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 003-59100
G/L Acct Name: SCADA Capital Purchase Budget

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

Project Budgeted: \$ 87,985.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ (17,985.00)

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 6/6/2023

Purchasing Memo Date: 6/6/2023

Delivered To Date: 6/7/2023

Request Approved Date: 6/7/2023

Request Approved Date: 6/7/2023

Approved Date: 6/7/2023

Signatures: *Suzanne Doughty*
Suzanne Doughty

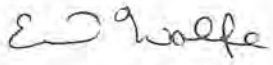
Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

To: **Kimberly Creech, Treasurer**

From: 
Erin Wolfe, Purchasing Manager

Date: June 6, 2023

Re: **Green Sheet and City Council Approval of Procurement of Maintenance and Repair Services for the Electric Department SCADA System**

Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

The Superintendent of the Electric Department, Ben Patterson, is requesting procurement of maintenance and repair services for the Electric Department SCADA (Supervisory Control and Data Acquisition) system. The SCADA system has been down for two years and needs to be repaired.

Three vendors in this region are qualified to do this type of maintenance and repair service. One vendor replied with a no bid. A second vendor had been contracted by the City for similar work with the Water/Wastewater Department and were unable to complete the project as hired. The final vendor is Electric Machine Control (EMC).

Electric Machine Control provided a proposal for Thirty-Four Thousand Three Hundred Ninety-Five Dollars and Ten Cents (\$34,395.10) on August 26, 2022. This repair turned out to be the first of two phases of work needed for the complete repair of the SCADA system. The proposal for the second phase of the repair was submitted on February 6, 2023. The additional cost in this proposal was Thirty-Three Thousand Seventy-Five Dollars and Ten Cents (\$33,075.10).

The Superintendent of the Electric Department is requesting a not-to-exceed amount of Seventy Thousand Dollars (\$70,000.00) to complete the repair project of this needed system. The money is budgeted for this project.

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement of Maintenance and Repair Services for the Electric Department SCADA System from Electric Machine Control for a budgeted not-to-exceed amount of \$70,000.00.

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

CC file, Ben Patterson, Conrad Havranek, Clint Steadham

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



CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Ben Patterson

Date: 6-9-2023

Department: Electric Department

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>Electric Machine Control</u>	\$ <u>70,000</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? Maintenance for Electrical Department SCADA
 2. What is the total cost of the item or service? \$70,000
 3. How many do you need? 1
 4. Item or Service Is: New Used X Replacement Annual Request
 5. Vendor Name (Lowest Quote): **Electric Machine Control**
 6. Vendor Number: Click or tap here to enter text.
- If you do not have a Vendor Number, please go to the City of Fairhope page: <http://www.fairhopeal.gov/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? \$100,000
3. Budget code: Click or tap here to enter text.

Email completed form with quotes and other supporting documentation to Erin.Wolfe@FairhopeAL.gov and Rhonda.Cunningham@FairhopeAL.gov.

Electric Machine Control, Inc.

7015 Haisten Drive
Trussville, Alabama 35173

Phone: 205-661-3998

Fax: 205-661-3997

<http://www.emcinc.biz>



Proposal

Company: Fairhope Public Utilities	From: Tim Pilcher
Fairhope, AL 36532	
#REF!	Date: 8/26/2022
Attention: Jeff Hartline	EMC, Inc., Prop. # EM220314
Phone #:	Customer Ref. No.
email:	

Qty.	Description	Price Each	Total Net
Qty.	Electric SCADA Repair		
1	Electric SCADA Repair	\$ 34,395.10	\$ 34,395.10
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
	Total		\$ 34,395.10
<p>Jeff,</p> <p>This time and materials quote includes upto 200 SCADA engineering hours (SCADA Engineering rate is \$165/hr). We have also included expenses for travel to Fairhope to update the SEL RTACs at each of your substations with new firmware and updated SCADA communication files.</p> <p>EMC will use the time on this contract to identify what needs to be repaired with the current Survalent configuration and begin work to provide the utility with visibility and control of the system. If there is still time left on the contract, EMC will proceed with updating the SCADA system with the new and modified substation screens as well as provide training and support.</p> <p>Let me know if you have any questions or comments and thanks for the opportunity to provide you this solution.</p> <p>Tim Pilcher 205 709 0517 tpilcher@emcinc.com</p>			
<p>Ship Date -----</p> <p>Terms ----- On Approved Credit - Net 30 Days</p> <p>FOB ----- Shipping Point</p> <p>Freight ----- NA</p>			

The "Conditions of Sale" and "Terms and Conditions" of Electric Machine Control, Inc. Apply to this Quotation.
This Proposal is Valid for 30 Days.

X

Electric Machine Control, Inc.

7015 Haisten Drive
Trussville, Alabama 35173

Phone: 205-661-3998

Fax: 205-661-3997

<http://www.emcinc.biz>



Proposal

Company: Fairhope Public Utilities Fairhope, AL 36532 #REF!	From: Tim Pilcher
Attention: Jeff Hartline	Date: 2/6/2023
Phone #:	EMC, Inc., Prop. # EM230032
email:	Customer Ref. No.

Qty.	Description	Price Each	Total Net
Qty.	Electric SCADA Repair Phase 2		
1	Electric SCADA Repair Phase 2	\$ 33,075.10	\$ 33,075.10
			\$ -
			\$ -
		\$ -	\$ -
		\$ -	\$ -
	Total		\$ 33,075.10
<p>Jeff,</p> <p>This quote is to complete the SCADA repair work identified in the initial phase of this project and to spend 2-3 days on site assisting with commissioning of controls.</p> <p>For detailed description of identified work to be complete, see attached work scope document.</p> <p>Let me know if you have any questions or comments and thanks for the opportunity to provide you this solution.</p> <p>Tim Pilcher 205 709 0517 tpilcher@emcinc.com</p>			
Ship Date _____			
Terms _____ On Approved Credit - Net 30 Days			
FOB _____ Shipping Point			
Freight _____ NA			

The "Conditions of Sale" and "Terms and Conditions" of Electric Machine Control, Inc. Apply to this Quotation.
This Proposal is Valid for 30 Days.

X _____



City of Fairhope Electrical SCADA System

Thank you for considering Automation Control Service, LLC for this opportunity. At this time we are not able to complete the project scope in the required timeline, so we reluctantly decline to provide an offer. Please consider us for future projects if we can provide any services.

Conner M. Stokes, EI
Engineering



AUTOMATION CONTROL SERVICE, LLC
6281 Technology Drive | Pensacola, FL 32505
O: 850.477.8440 x.115 | F: 850.477.8496 | C: 850.982.9615
E: conner.stokes@autoconserv.com | W: autoconserv.com

6/6/2023

All information imparted here is considered confidential and may not be dispersed without prior permission from Automation Control Service LLC.

Page 1

RESOLUTION NO. _____

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

[1] That the City of Fairhope did solicit quotes for the procurement of Four (4) Steel Roll Up Shop Doors for the Electric Department Barn.

[2] After evaluating the quotes with the required specifications, Bailey Door, Inc. is now awarded the procurement of Four (4) Steel Roll Up Shop Doors with a budgeted not-to-exceed cost of \$44,968.00.

[3] Total new building project budgeted for \$155,000.00

ADOPTED ON THIS 12TH DAY OF JUNE, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 6/2/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approval of Procurement of Four (4) Steel Roll Up Shop Doors for the Electric Department Barn from Bailey Door, Inc.

Project Location: Electric Dept

Presented to City Council: 6/12/2023

Funding Request Sponsor: Conrad Havranek, Electric Superintendent
Ben Patterson, Electric Superintendent

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 44,968.00 (Not-to-Exceed)

Vendor: Bailey Door, Inc

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

JUN 2 12 30 PM '23 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: 003-50475
G/L Acct Name: Capital Improvements

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

Project Budgeted: \$ 44,968.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ -

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

Total new building project is budgeted for \$155,000.00

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 5/30/2023

Purchasing Memo Date: 5/30/2023

Delivered To Date: 6/2/2023

Request Approved Date: 6/2/2023

Request Approved Date: 6/2/2023

Approved Date: 6/2/2023

Signatures: _____

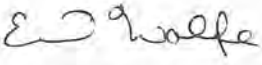
Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

To: **Kimberly Creech, Treasurer**

From: 
Erin Wolfe, Purchasing Manager

Date: May 30, 2023

Re: **Green Sheet and City Council Approval of Procurement of Steel Roll Up Shop Doors for the Electric Barn**

Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

The Superintendent of the Electric Department, Ben Patterson, is requesting procurement and installation of four (4) 6' x 12' chain hoist operated rolling service doors for the Electric Barn.

Three quotes were obtained for this procurement and Bailey Door, Inc. provided the lowest quote at Eleven Thousand Two Hundred Forty-Two Dollars (\$11,242.00) per door, or a total of Forty-Four Thousand Nine Hundred Sixty-Eight Dollars (\$44,968.00). This procurement would include:

- Removing and disposal of the existing 16' x 12' rolling steel doors and install new 16' x 12' Chain hoist operated rolling service doors.
- FOW Mount with three angled structural steel guides.
- Interlocking 22-gauge flat slat curtains with "T" shaped extruded aluminum bottom bars and rubber astragals.
- Round 24-gauge steel hood.
- Bottom bar slide bolt locks
- Wind-load: 155 mph.

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement for four (4) Steel Roll Up Shop Doors for the Electric Barn to Bailey Door, Inc. for \$44,968.00.

CC file, Ben Patterson, Conrad Havranek, Clint Steadham

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

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

Bailey Door, Inc

16490 Pine Grove RD Ext E

Bay Minette, AL 36507

251-937-0546 Office

baileydoorinc@gmail.com

Re: Fairhope Electric Barn North Rolling Door Replacement

Rolling Door:

Cornell Iron

Remove existing 16 x 12 rolling steel service door and install new 16 x 12 Chain hoist operated rolling service door. FOW mount with three angle structural steel guides. Interlocking 22-gauge flat slat curtain with "T" shaped extruded aluminum bottom bar and rubber astragal. Round 24-gauge steel hood. Bottom bar slide bolt locks. Color in white, tan or grey as selected. Wind-load: 155 MPH.

Installed: \$11,242.00 x4

Price based on single shipment and install of material quoted above. Finish based on selection from manufacturers standard color chart unless noted otherwise above. Price includes disposal of existing door. Quote valid for 30 days.

Thank You
Sam Bailey
251-232-7454

\$ 44,968



CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Ben Patterson 5-23-23

Department: Electric Department

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>Bailey Door, Inc</u>	\$	<u>44,968.00</u>
2.	<u>Precision Door Service</u>	\$	<u>61,546.00</u>
3.	<u>Mobile Bay Overhead Door Inc.</u>	\$	<u>50,256.00</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? Steel Roll Up Shop Doors
2. What is the total cost of the item or service? 44,968.00
3. How many do you need? 1
4. Item or Service Is: New Used Replacement Annual Request
5. Vendor Name (Lowest Quote): Bailey Door, Inc
6. Vendor Number: Click or tap here to enter text.

If you do not have a Vendor Number, please go to the City of Fairhope page: <http://www.fairhopeal.gov/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? \$60,000
3. Budget code: Click or tap here to enter text.

Email completed form with quotes and other supporting documentation to
Erin.Wolfe@FairhopeAL.gov and Rhonda.Cunningham@FairhopeAL.gov.



a neighborly company

Precision Door Service
of Mobile-Gulfport
3726 Halls Mill Rd.
Mobile, AL 36693
(877) 337-0533

Estimate 63856839
Job 63557013
Estimate Date 5/19/2023
Technician Tommy Mitchell
Customer PO

Billing Address
Fairhope Public Utilities
555 S Section St
Fairhope, AL 36532 US

Job Address
Fairhope Public Utilities
555 S Section St
Fairhope, AL 36532 US

Estimate Details

4) 16x12 CORNELL ROLLING STEEL SERVICE DOOR, GRAY, CHAIN HOIST OPERATION (right side)

Task #	Description	Quantity	Your Price	Your Total
1	Commercial Welding Fee Per Hour	4.00	\$149.99	\$599.96
2	Due To COVID Related Supply Chain Issues, We Are Unable To Provide An Accurate Eta on All Custom Ordered Material Until the Manufacturer Confirms. A PDS Representative Will Reach Out As Soon As an ETA Is Provided To Us By The Manufacturer. A 50% Deposit Is Required On All Orders. Deposits Are Non Refundable On All Custom Orders	1.00	\$0.00	\$0.00
3	Non Stock Order Disclaimer All Non Stock Order Deposits Will Be Non Refundable After 24Hours	1.00	\$0.00	\$0.00
4	Non Stock Order Doors/Parts Are Typically 14 - 21 Business Day Lead Time. The Office Staff Will Update Customer With Accurate ETA After The Order Is Processed. Installation Preparation Disclaimer A \$95.00 Return Trip Fee will be assessed if the Installation was not Rescheduled within 48 Hours of scheduled installation date. The garage will need to be ready for installation, all repairs need to be complete prior to technicians arriving, and garage completely clear of all materials up to 10 ft back from garage door. Technicians will not be able to start installation if repairs are not complete and garage not clear. Rescheduling of installation may be an additional 3-4 Weeks.	1.00	\$0.00	\$0.00
5	This Estimate is only Valid 30 days.	1.00	\$0.00	\$0.00
6	Rolling Door Disclaimer *Precision Door Service is not responsible for minor scratches and/or dents from the factory that do not affect the integrity of the door. Precision Door Service will make attempts to touch up minor scratches with manufacturer supplied touch up paints. Any esthetic issues will be brought to the manufacturers attention and will be handled at the manufacturers discretion.	1.00	\$0.00	\$0.00
7	Techs On Site : Description Of Work Completed : Scheduled Return Date :	1.00	\$0.00	\$0.00
8	Commercial 1 Year Warranty 1 Year Warranty Standard On All Commercial Products and Labor. Warranty Begins At The Completion Of Installation.	1.00	\$0.00	\$0.00

Materials

Material	Description	Quantity	Your Price	Your Total
1	Rolling Steel Commercial Door 16x12 CORNELL GRAY	4.00	\$14,218.00	\$56,872.00

\$61,546

W/L
NON INSULATED
CHAIN HOIST OPERATION (right side)
MOUNT TO STEEL
ALUMINUM BOTTOM BAR
BOTTOM BAR SLIDE LOCKS

2	High Reach Fork Lift Rental *** Includes Delivery, Pick Up, And Fuel*** (3 Day Rental) - Fee will be Waived if Lift is Provided for Duration of Install	1.00	\$3,285.00	\$3,285.00
3	Scissor Lift Rental	2.00	\$395.00	\$790.00
4	JIB & SLINGS	1.00	\$0.00	\$0.00

Sub-Total	\$61,546.96
Tax	\$0.00
Total	<u>\$61,546.96</u>

I authorize Precision Door Service of Mobile-Gulfport to perform an initial door/service or repair estimate which will be presented to me in writing.



MOBILE BAY OVERHEAD DOOR, INC.
 26041 Predazzer Ln Ste C
 Daphne, AL 36526
 +1 2519909368
 jmorgan@mobilebayohd.com

Estimate 3746

DATE 05/22/2023	TOTAL \$50,256.00
--------------------	----------------------

ADDRESS
 City of Fairhope
 City of Fairhope
 P.O. Box 429
 AL 36533
 Fairhope f-929-0364

SHIP TO
 City of Fairhope
 Fairhope Electrical Shop Doors
 Revision 2

ACTIVITY	QTY	RATE	AMOUNT
Cornell ESD 10 Rolling Steel Door Wind-Loaded 16' X 12' Cornell ESD 10 Rolling Steel Door Wind-Loaded Slats, F-265 22 Gauge Galvanized Steel Slats, Color Gray Guides, Face Mount E-Guides, Structural Steel, Gray Polyester Powder Coated Bottom Bar, Aluminum Mill Finish, Astragal Weather Seal Hood, Round, Galvanized Steel, Color Gray Wind-Load, +61/-61 PSF Operation, Control Guard Compound Chain Hoist Locks, Internal Slide Locks Price Includes Materials & Labor. Removing old doors & disposing off and Installing New Doors.	4	12,564.00	50,256.00

TOTAL

\$50,256.00

THANK YOU.

Accepted By

Accepted Date

RESOLUTION NO. _____

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

[1] That the City of Fairhope did solicit quotes for the Procurement and Installation of Storm Panels for the Nix Center.

[2] After evaluating the quotes with the required specifications, StormTech Shutter Systems, LLC is now awarded the Procurement and Installation of Storm Panels for the Nix Center with a budgeted not-to-exceed cost of \$22,462.00.

ADOPTED ON THIS 12TH DAY OF JUNE, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 6/2/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approval of Procurement and Installation of Storm Panels for the Nix Center from StormTech Shutter Systems, LLC

Project Location: Nix Center

Presented to City Council: 6/12/2023

Funding Request Sponsor: Paige Crawford, Director of Community Affairs
George Ladd, Assistant Public Works Director

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 22,462.00 (Not-to-Exceed)

Vendor: StormTech Shutter Systems, LLC

Project Engineer: n/a

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

JUN 2 '23 PM 5:44 JW

Department Funding This Project

General Gas Electric Water Wastewater Sanitation Cap Project Impact Gas Tax Fed Grant

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Meter-19 IT-16
Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone-12 **Adult Rec-30**

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 001300-50475
G/L Acct Name: Capital Improvements

Grant: _____ Federal - not to exceed amount

_____ State

_____ City
_____ Local

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

Over (Under) budget amount: \$ (2,538.00)

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

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant City Treasurer Mayor

Purchasing Memo Date: 5/30/2023 Purchasing Memo Date: 5/30/2023 Delivered To Date: 6/2/2023

Request Approved Date: 6/2/2023 Request Approved Date: 6/2/2023 Approved Date: 6/2/2023

Signatures: _____
Kim Creech Kim Creech
Sherry Sullivan Mayor Sherry Sullivan



MEMO

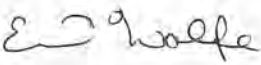
Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

To: **Kimberly Creech, Treasurer**

From: 
Erin Wolfe, Purchasing Manager

Date: May 30, 2023

Re: **Green Sheet and City Council Approval of Procurement and Installation of Storm Panels for the Nix Center**

The Director of Community Affairs, Paige Crawford, is requesting approval for the procurement and installation of storm panels for the Nix Center.

Three (3) quotes were obtained for this procurement. The lowest quote was from StormTech Shutter Systems, LLC for Twenty-Two Thousand Four Hundred Sixty-Two Dollars (\$22,462.00).

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement and installation of storm panels for the Nix Center for a not-to-exceed budgeted cost of \$22,462.00.

CC file, Paige Crawford, Clint Steadham

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

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



Sales Order

Office Location
 1417 W. Cervantes St.
 Pensacola, FL 32501
 Phone: (850) 454-0020
 Website: www.stormtechinc.com

Payment Address
 P.O. Box 4905
 Pensacola, FL 32507

Name: James P Nix Senior Center- POC- Kim Ryland
Address: 1 Bayou Dr.
City: _____
State, Zip: Fairhope, AL 36532
Phone: 251-928-2835
Email: kim.ryland@fairhopeal.gov

Date: 4/17/2023

SS No.: _____

SALESPERSON		PROJECT LOCATION				
Kevin Stage		Fairhope, AL				
QTY	POS	SIZE	DESCRIPTION	UNIT PRICE	LINE TOTAL	
6		76 x 100	Storm Fabric- front of building	\$528	\$3,168	
1		76 x 100	Storm Fabric- right side of building		\$528	
1		100 x 146	Storm Fabric- right side of building		\$1,012	
2		144 x 121	Storm Fabric- right side of building (Buck Measurements)	\$1,265	\$2,530	
4		144 x 120	Storm Fabric- back side of building	\$1,265	\$5,060	
2		186 x 118	Storm Fabric- back side of building	\$1,524	\$3,048	
4		76 x 100	Storm Fabric- left side of building	\$528	\$2,112	
Door Sizes Below						
3.00		77 x 120	3 front door openings	\$684	\$2,052	
2.00		77 x 120	2 right side door openings	\$684	\$1,368	
2.00		77 x 120	2 back side door openings	\$684	\$1,368	
1.00		77 x 36	transom window over left side door		\$216	
**Price includes materials & installation						
Permit Fees						

Total	\$22,462.00
Deposit	
Balance Due	\$22,462.00

* All orders are custom made. Any changes to the order must be submitted in writing before products go into production.

* Terms of sale: 50% deposit, balance due upon completion of project, without preapproved credit terms.

* The customer is responsible for any and all collection costs, should this project enter into past due status.

* A 3.5% handling fee will be applied to all credit card charges.

Customer Signature: _____
 (Customer agrees to terms of this sales order, including pricing, color choice, and payment terms as specified.)

Date: _____



**CITY OF FAIRHOPE
PURCHASING DEPARTMENT
REQUEST FORM**

Name: Paige Crawford Date: 09/15/2023

Department: Community Affairs

Expenditure Threshold	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
\$5,001 and greater	Operational NON -Budgeted	Three	Council	Required	Required
\$5,001 – 7,500	Operational Budgeted	Three	Treasurer	N/A	N/A
\$7,501 - \$15,000	Operational Budgeted	Three	Finance/Treasurer/ Mayor	N/A	N/A

QUOTES

Vendor Name	Vendor Quote
1. StormTech Shutter Systems LLC	\$ \$22,462.00
2. Easy Shutter Services LLC	\$ \$26,313.00
3. Island Enclosures & Improvements	\$ \$45,980.00

Check any applicable boxes: State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

ITEM OR SERVICE INFORMATION

- What item or service do you need to purchase? Storm Panels for Nix Center
- What is the total cost of the item or service? \$22,462.00
- How many do you need? Library, Pool, Card Room, Hall, and 2 offices
- Item or Service Is: New Used Replacement Annual Request
- Vendor Name (Lowest Quote): StormTech Shutter Systems LLC
- Vendor Number: Click or tap here to enter text.
If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

- Is it budgeted? Yes No Emergency Request
- If budgeted, what is the budgeted amount? \$25,000
- Budget code: 001300-50475

Email completed form with quotes and other supporting documentation to Cory.Pierce@FairhopeAL.gov and Rhonda.Cunningham@FairhopeAL.gov.



Easy Shutter Services LLC.



QUOTE

2804 East 2nd St Gulf Shores AL 36542
Office 251-968-0008

Date: 4/11/2023
Valid 30 days: 5/11/2023
Sales Person Mike Jones
Cell# 251-228-0075

Customer Name: James P Nix Senior Center Attn: Kim Ryland
Address: 1 Bayou Dr Unit: _____
City: Fairhope State: AL Zip: 36532
Home# _____ Cell# 251-928-2835
Email kim.ryland@fairhopeal.gov

#	LOCATION	DESCRIPTION	QTY	Color	PRICE .
1	1st/Frnt Window 1	Fabric	1	tan	606.00
2	1st/Frnt Window 2	Fabric	1	tan	606.00
3	1st/Frnt Window 3	Fabric	1	tan	606.00
4	1st/Frnt Window 4	Fabric	1	tan	606.00
5	1st/Frnt Window 5	Fabric	1	tan	606.00
6	1st/Frnt Window 6	Fabric	1	tan	606.00
7	1st/Rt Window 1	Fabric	1	tan	631.00
8	1st/Rt Window 2	Fabric	1	tan	1170.00
9	1st/Rt Window 3	Fabric	1	tan	1431.00
10	1st/Rt Window 4	Fabric	1	tan	1431.00
11	1st/Back Window 1	Fabric	1	tan	1431.00
12	1st/Back Window 2	Fabric	1	tan	1431.00
13	1st/Back Window 3	Fabric	1	tan	1431.00
14	1st/Back Window 4	Fabric	1	tan	1431.00
15	1st/Back Window 5	Fabric	1	tan	1431.00
16	1st/Back Window 6	Fabric	1	tan	1805.00
17	1st/Lt Window 1	Fabric	1	tan	1805.00
18	1st/Lt Window 2	Fabric	1	tan	606.00
19	1st/Lt Window 3	Fabric	1	tan	606.00
20	1st/Lt Window 4	Fabric	1	tan	606.00
21	1st/Frnt Door	Fabric	1	tan	782.00
22	1st/Frnt Door	Fabric	1	tan	782.00
23	1st/Frnt Door	Fabric	1	tan	782.00
24	1st/Rt Door	Fabric	1	tan	782.00
25	1st/Rt Door	Fabric	1	tan	782.00
26	1st/Back Door	Fabric	1	tan	782.00
27	1st/Back Door	Fabric	1	tan	782.00
28	1st/Lt Door	Fabric	1	tan	782.00
29					782.00
30					

COMMENTS:
Date Down Payment made:
Method of Down Payment:

SUB-TOTAL	26313.00
sur-charge	
TOTAL	26313.00
DOWN PAYMENT	13156.50
BALANCE DUE	13156.50

Estimated time of installation is 8 to 10 weeks from signing this sales agreement
Price Includes Installation and Warranty
Payment of 50% of the **TOTAL** is due at the time of the order and **BALANCE** due at time of installation
We Accept MASTERCARD and VISA. (A 3% SURCHARGE ON ALL CREDIT CARD TRANSACTIONS)

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be as specified.

Date: _____

Signature: _____

Island Enclosures & Improvements LLC
 3757 Gulf Shores Parkway Suite E
 Gulf Shores, AL 36542

Estimate and Agreement

Phone #	Fax #	office@islandenclosures.com
251/968-9777	251/968-9778	www.islandenclosures.com

Name / Address

Terms
PO

James P. Nix Center
 Kim Ryland
 1 Bayou Drive
 Fairhope, Alabama 36532
 Kim 251-928-2835

Rep	JPJ	Date	Estimate #
		4/13/2023	20086630

Ship To
 James P. Nix Center
 Kim Ryland
 1 Bayou Drive
 Fairhope, AL 36532
 kim.ryland@fairhopeal.gov

Item Number	Item	Description	Total
1. Front window	Eyewall Armor storm p...	Eyewall Armor Fabric Storm Panel	988.00
2. Front window	Eyewall Armor storm p...	Eyewall Armor Fabric Storm Panel	988.00
3. Front window	Eyewall Armor storm p...	Eyewall Armor Fabric Storm Panel	988.00
4. Front door with arch top	Eyewall Armor storm p...	Eyewall Armor Fabric Storm Panel	1,292.00
5. Front door with arch top	Eyewall Armor storm p...	Eyewall Armor Fabric Storm Panel	1,292.00
6. Front door with arch top	Eyewall Armor storm p...	Eyewall Armor Fabric Storm Panel	1,292.00
7. Front window	Eyewall Armor storm p...	Eyewall Armor Fabric Storm Panel	988.00
8. Front window	Eyewall Armor storm p...	Eyewall Armor Fabric Storm Panel	988.00
9. Front window	Eyewall Armor storm p...	Eyewall Armor Fabric Storm Panel	988.00
10. Left side window	Eyewall Armor storm p...	Eyewall Armor Fabric Storm Panel	988.00
Left side skip solid door	Nothing	Nothing added here	0.00
11. Left side window	Eyewall Armor storm p...	Eyewall Armor Fabric Storm Panel	988.00
Left Skip 2 solid doors	Nothing	Nothing added here	0.00
12. Side door transom window	Eyewall Armor storm p...	Eyewall Armor Fabric Storm Panel	494.00
13. Left side window	Eyewall Armor storm p...	Eyewall Armor Fabric Storm Panel	988.00

ESTIMATE VALID FOR 30 DAYS

Total

ACCEPTANCE OF AGREEMENT INCLUDING TERMS AND CONDITIONS
 We propose to furnish material and labor in accordance with above specifications. Payment to be made as determined in "TERMS". Balance due on day of installation; If partial order is installed, balance equal to the partial order installed is due on day of installation. Late Fee of \$50.00 for every 7 days past due. All products are custom and may not be changed or cancelled after order is placed. If customer decides to cancel this agreement after the three day recession period, Customer agrees to pay Island Enclosures & Improvements, L.L.C. a 75% cancellation fee. If deposit collected does not cover the 75% cancellation fee, customer agrees to pay any balance within (10) days.

Island Enclosures & Improvements is "NOT" responsible for customer measurements: Due to the nature of the wood, stains, paint and powder coat batches, there can be a degree of shading and grain variations. Every effort is made to minimize these variations. However they are beyond our control and are acceptable throughout the industry and will not be a reason for refinishing or replacement.

Acceptance of Proposal: The above price, specifications and conditions are satisfactory and are hereby accepted. Island Enclosures is authorized to complete this work. Payment will be made as outlined above. Purchaser shall be responsible for any reasonable attorney fees, court costs, plus interest at 5.5% on collecting any payments due hereunder.

Any required surveys and or Homeowner Association deposits to be paid by homeowner. Customer acknowledges receipt of a true copy of this agreement. Island Enclosures is fully insured with Workers Compensation and General Liability Insurance.

Customer Authorization _____	Date of Acceptance _____
Company Authorization _____	Date _____
Witness _____	NO VERBAL AGREEMENTS ARE RECOGNIZED

Island Enclosures & Improvements LLC
 3757 Gulf Shores Parkway Suite E
 Gulf Shores, AL 36542

Estimate and Agreement

Phone #	Fax #	office@islandenclosures.com
251/968-9777	251/968-9778	www.islandenclosures.com

Name / Address	Terms
	PO

James P. Nix Center Kim Ryland 1 Bayou Drive Fairhope, Alabama 36532 Kim 251-928-2835	Rep	JPJ	Date	Estimate #
	Ship To			4/13/2023
James P. Nix Center Kim Ryland 1 Bayou Drive Fairhope, AL 36532 kim.ryland@fairhopeal.gov				

Item Number	Item	Description	Total
14. Left side window	Eyewall Armor storm p...	Eyewall Armor Fabric Storm Panel	988.00
15. Rear triple window	Eyewall Armor storm p...	Eyewall Armor Fabric Storm Panel	3,515.00
16. Rear triple window	Eyewall Armor storm p...	Eyewall Armor Fabric Storm Panel	3,515.00
17. Rear window set by door	Eyewall Armor storm p...	Eyewall Armor Fabric Storm Panel	2,736.00
18. Rear door	Eyewall Armor storm p...	Eyewall Armor Fabric Storm Panel	1,254.00
19. Rear window set by door	Eyewall Armor storm p...	Eyewall Armor Fabric Storm Panel	2,736.00
20. Rear window set by door	Eyewall Armor storm p...	Eyewall Armor Fabric Storm Panel	2,736.00
21. Rear door	Eyewall Armor storm p...	Eyewall Armor Fabric Storm Panel	1,254.00
22. Rear window set by door	Eyewall Armor storm p...	Eyewall Armor Fabric Storm Panel	2,736.00
23. Right side window by door	Eyewall Armor storm p...	Eyewall Armor Fabric Storm Panel	2,736.00
24. Right side door	Eyewall Armor storm p...	Eyewall Armor Fabric Storm Panel	1,254.00
25. Right side window by door	Eyewall Armor storm p...	Eyewall Armor Fabric Storm Panel	2,736.00
26. Right side door	Eyewall Armor storm p...	Eyewall Armor Fabric Storm Panel	1,254.00

ESTIMATE VALID FOR 30 DAYS	Total
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ACCEPTANCE OF AGREEMENT INCLUDING TERMS AND CONDITIONS
 We propose to furnish material and labor in accordance with above specifications. Payment to be made as determined in "TERMS". Balance due on day of installation: If partial order is installed, balance equal to the partial order installed is due on day of installation. Late Fee of \$50.00 for every 7 days past due. All products are custom and may not be changed or cancelled after order is placed. If customer decides to cancel this agreement after the three day recession period, Customer agrees to pay Island Enclosures & Improvements, L.L.C. a 75% cancellation fee. If deposit collected does not cover the 75% cancellation fee, customer agrees to pay any balance within (10) days.

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 Any required surveys and or Homeowner Association deposits to be paid by homeowner. Customer acknowledges receipt of a true copy of this agreement. Island Enclosures is fully insured with Workers Compensation and General Liability insurance.

Customer Authorization _____ Date of Acceptance _____
 Company Authorization _____ Date _____

Witness _____

NO VERBAL AGREEMENTS ARE RECOGNIZED

Island Enclosures & Improvements LLC
 3757 Gulf Shores Parkway Suite E
 Gulf Shores, AL 36542

Estimate and Agreement

Phone #	Fax #	office@islandenclosures.com
251/968-9777	251/968-9778	www.islandenclosures.com

Name / Address	Terms
	PO

James P. Nix Center Kim Ryland 1 Bayou Drive Fairhope, Alabama 36532 Kim 251-928-2835	Rep	JPI	Date	Estimate #
	Ship To			4/13/2023
Balance Due at Installation. For your convenience we offer ACH online payments. We accept checks and Major Credit Cards Via chip reader only. Late Fee of \$50.00 will be applied 7 days after Invoiced.		James P. Nix Center Kim Ryland 1 Bayou Drive Fairhope, AL 36532 kim.ryland@fairhopeal.gov		

Item Number	Item	Description	Total
Skip right solid door	Nothing	Nothing added here	0.00
27.Right triple window	Eyewall Armor storm p...	Eyewall Armor Fabric Storm Panel	2,280.00
28.Right window	Eyewall Armor storm p...	Eyewall Armor Fabric Storm Panel	988.00
		Direct mount installation with Female Panelmates/Sidewalk Bolts with trim insert caps.	

ESTIMATE VALID FOR 30 DAYS	Total	\$45,980.00
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ACCEPTANCE OF AGREEMENT INCLUDING TERMS AND CONDITIONS
 We propose to furnish material and labor in accordance with above specifications. Payment to be made as determined in "TERMS". Balance due on day of installation: If partial order is installed, balance equal to the partial order installed is due on day of installation. Late Fee of \$50.00 for every 7 days past due. All products are custom and may not be changed or cancelled after order is placed. If customer decides to cancel this agreement after the three day recession period, Customer agrees to pay Island Enclosures & Improvements, L.L.C. a 75% cancellation fee. If deposit collected does not cover the 75% cancellation fee, customer agrees to pay any balance within (10) days.

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 Any required surveys and or Homeowner Association deposits to be paid by homeowner. Customer acknowledges receipt of a true copy of this agreement. Island Enclosures is fully insured with Workers Compensation and General Liability Insurance.

Customer Authorization _____	Date of Acceptance _____
Company Authorization _____	Date _____
Witness _____	NO VERBAL AGREEMENTS ARE RECOGNIZED