



**CITY OF FAIRHOPE
CITY COUNCIL REGULAR AGENDA**

**Monday, November 27, 2023 - 6:00 PM
City Council Chamber**

Council Members

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

Invocation and Pledge of Allegiance

1. Approve minutes of 13 November 2023 Regular City Council Meeting and minutes of 13 November 2023 Work Session
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Public Hearing** - Ordinance - Amend Zoning Ordinance No. 1253 - Request of the Owner, 404 Oak LLC, to rezone property from B-4, Business and Professional District to B-2, General Business District. The property is approximately 0.18 acres and is located at 404 Oak Avenue. PPIN #14546.
6. Resolution - That the Public Improvements indicated herein for Longbranch are hereby accepted for Public Maintenance subject to the Bond posted; and authorizes Mayor Sherry Sullivan to execute the Maintenance and Guaranty Agreement between the City of Fairhope and Dilworth Development.
7. Resolution - That the Governing Body of the City of Fairhope, Alabama, hereby Rescinds Bid No. 24-003 for Four (4) New 2023 Chevrolet Tahoes 2WD for the Police Department due to no bids received; and authorizes the City to Solicit for informal bids in accordance with the Attorney General Opinion from 1969.
8. Resolution - That Mayor Sherry Sullivan is hereby authorized to execute a Contract for Extension No. 1 for (RFQ PS23-006) Professional Healthcare Services for the Fairhope City Jail with Bay Nursing, Inc. per the Terms and Conditions of the Original Contract with a not-to-exceed budgeted amount of \$13,000.00. This is the first option to renew of the two additional one-year terms.
9. Resolution – That Engine 911 is hereby declared surplus; and the Fairhope Volunteer Fire Department (“FVFD”) is authorized and directed to dispose of the personal property purchased by the City of Fairhope, Alabama for the “FVFD”, described in Section 1, above, by selling such property to Sandcut Volunteer Fire Department in Conecuh County, Alabama for \$1.00.

10. Resolution - That the City of Fairhope approves the Procurement of one (1) Lucas 3 v3.1 Chest Compression System from Stryker Sales Corporation as Sole Source Provider for a not-to-exceed amount of \$19,151.97; and authorizes Procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13).
11. Resolution - To Award (Bid No. 24-006) for Development of Well No. 8B and No. 13 to Morrow Water Technologies, Inc. with a total bid proposal not-to-exceed \$2,292,873.00.
12. Resolution - That the City Council authorizes Mayor Sherry Sullivan to execute an Interconnection and Water Purchase/Sale Agreement between the City of Fairhope and the Utilities Board of the City of Daphne d/b/a Daphne Utilities.
13. Resolution - That the City of Fairhope approves the Procurement of a CARUS 8700 Corrosion Inhibitor Water Treatment Chemical as the Sole Source Procurement from distributor Alberty & Blakeney LLC for the not-to-exceed amount of \$175,000.00; and authorizes procurement based on the option by the Code of Alabama 1975, Section 41-16-51(13).
14. Resolution - That City Council approves the Contract Amendment for (RFQ PS24-001) to Jackson Thornton Certified Public Accountants & Consultants for Professional Services to Evaluate Water & Sewer System Development Charges for a not-to-exceed amount of \$15,000.00; and authorizes Mayor Sherry Sullivan to execute the contract documents.
15. Resolution - That the City Council approves and adopts the recommendations for the Water and Wastewater Department Restructuring and Reclassification as follows: Reclassify one (1) Wastewater Plant Operator II (Grade 7) to Wastewater Operator Trainee (Grade 4).
16. Resolution - To award (Bid No. 24-004-2024-PWI-005) Construction of ADA Compliant Sidewalks in Southland Place Subdivision to Asphalt Services, Inc. with a total bid proposal not-to-exceed \$1,032,297.75.
17. Resolution - That Mayor Sherry Sullivan is hereby authorized to execute an Intergovernmental Service Agreement between Baldwin County Commission and the City of Fairhope, Alabama regarding Restriping of Roads within the City Limits with a cost estimate of \$26,114.58.
18. Resolution - That Mayor Sherry Sullivan is hereby authorized to execute a Contract with Overstreet & Associates Consulting Engineers for Professional Engineering Services for (RFQ PS24-006) for New Sidewalks on Parker Road with a not-to-exceed amount of \$41,100.00.

19. Resolution - That the City of Fairhope approves the procurement of Inventory Electric Transformers from Gresco for a not-to-exceed cost of \$250,000.00; and authorizes procurement without formal bid based on the option allowed by the Code of Alabama 1975, Section 41-16-51(b)(7).
20. Resolution - That Mayor Sherry Sullivan is hereby authorized to execute a Contract with Clearwinds Technologies, Inc. for Firewall Audit and Upgrade for Information Technology with a not-to-exceed amount of \$7,875.00; and the audit of the City of Fairhope Firewall is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(15).
21. Resolution - That the City of Fairhope approves the procurement of materials for the Cast Iron Pipe Replacement Project for the Gas Department for a not-to-exceed cost of \$142,093.51; and is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7).
22. Resolution - That the City Council hereby authorizes Mayor Sherry Sullivan, on behalf of the City of Fairhope, to execute a purchase agreement and all closing documents related to the sale of the Property at the base of the Fairhope Municipal Pier (PPIN 15111) from the Fairhope Single Tax Corporation for a purchase price of \$237,500.00; and allocates funding out of the Municipal Capital Improvement Fund.
23. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute a Utility Connection Agreement between the City of Fairhope and Corte, Cave/Mitchell 1, LLC (Planters Pointe Publix Retail Center).
24. Request - Erin Langley, Eastern Shore Repertory Theatre Inc. requests approval to use Henry George Park from April 24, 2024 - May 6, 2024 for the "11th Annual Theater on the Bluff" to present the Andrew Lloyd Webber classic, "Cats" for three public performances. In addition, they request usage of the City's barricades and to have City employees assist in the setup and removal of the barricades.
25. Appointment - Pedestrian and Bicycle Committee (Beginning, January 2024)
26. Public Participation – (3 minutes maximum)
27. Adjourn

Next Regular Meeting – Monday, December 11, 2023 – Same Time Same Place



CITY OF FAIRHOPE
AGENDA MEMORANDUM

FROM:	Lisa Hanks, City Clerk
SUBJECT:	Approve minutes of 13 November 2023 Regular City Council Meeting and minutes of 13 November 2023 Work Session
AGENDA DATE:	November 27, 2023

RECOMMENDED ACTION:

Approve minutes of 13 November 2023 Regular City Council Meeting and minutes of 13 November 2023 Work Session

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
		\$___	\$___	(\$___)

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up:

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

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, 13 November 2023.

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

There being a quorum present, Council President Robinson called the meeting to order. The invocation was given by Reverend Forbes Sirmon of St. James Episcopal Church and the Pledge of Allegiance was recited.

Council President Robinson stated the next item on the agenda is the election for a Council President and Council President Pro Tempore. Council President Robinson opened the floor for Council President nominations. Councilmember Conyers nominated Councilmember Martin for Council President and Councilmember Burrell for Council President Pro Tempore. Seconded by Councilmember Boone and no other nominations were made. Councilmember Martin was elected Council President and Councilmember Burrell was elected Council President Pro Tempore unanimously by voice vote.

Councilmember Robinson passed the gavel to Council President Martin and he took the presider’s seat. Council President Martin thanked Councilmember Robinson for doing an excellent job as Council President; and asked everyone to give him a round of applause.

Councilmember Conyers moved to approve minutes of the 23 October 2023, regular meeting; and minutes of the 23 October 2023, work session. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

Mayor Sullivan addressed the City Council and gave brief comments regarding Lori Lein. She said Ms. Lein joined the League’s legal department in 2001, bringing with her a solid background in local government issues. Mayor Sullivan presented Lori Lein, General Counsel of the Alabama League of Municipalities, a Certificate of Appreciation that states:

“In recognition of the many years of service to the Alabama League of Municipalities and service to the municipalities throughout the State of Alabama. The knowledge, expertise, and guidance provided to the City of Fairhope through the years and all other municipalities. As well as your service as the League’s General Counsel and responsibilities in advising municipal officials and employees from over 400 member cities and towns.

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Your commitment to serving as a member of the Alabama Association of Municipal Attorneys (AAMA). The City of Fairhope recognizes your dedication, and endless efforts to assist our City over the years and for this you are to be honored and commended.”

Mayor Sullivan also gave Ms. Lein a gift from the Baldwin County Mayor’s Association. Councilmember Burrell thanked Lori Lein for all the work she has done for municipalities and for Fairhope. Mayor Richard Teal from the City of Loxley also thanked Ms. Lein for all of the work she has done helping our municipalities.

Mayor Sullivan announced the 2023 Veteran of the Year: Edwin (Juju) Lessard, Jr.; and mentioned some of the following:

Juju Lessard served his country as an Air Traffic Controller in the U.S. Air Force from 1978-1989, and then worked for the U.S. Federal Aviation Agency from 1999 to 2011. Lessard is an active member of the American Legion, Eastern Shore Post 199, Member of the American Legion Riders, Eastern Shore Post 199, serving multiple times as an elected officer, Member of the Patriot Guarded Riders, 2012 to present, and support member of the Combat Veterans Motorcycle Association, 2018 to present, Volunteer Veteran for Covenant Care Hospice, and in 2019 was honored by the William F. Green Veteran’s Home for his dedication to serving their residents, and organized and participated in the adoption of approximately 50 forgotten veterans in Fairhope and area nursing homes. Mayor Sullivan mentioned he is a Patriot Ride Captain.

Mr. Lessard was awarded Air Force Good Conduct Medal with 2 Oak Leaf Clusters, Air Force Outstanding Unit Award, Air Force Commendation Medal, Humanitarian Service Medal, Air Force Overseas Short Tour Ribbon, Non-Commissioned Officer Professional Military Education Graduate Ribbon, Small Arms Expert Marksmanship Ribbon, and Air Force Training Ribbon.

Mr. Lessard addressed the City Council said he attends High School and City events on behalf of the veterans; and it too is a full-time job. He thanked the City Council and the Veteran of the Year Committee for honoring him with this award.

Mayor Sullivan recognized Jackson Adams, Junior City Councilmember, who was in the audience. She commented that the Junior City Councilmembers will be alternating to attend City Council meetings.

Council President Martin recognized his wife and three kids in the audience and thanked them for being here tonight.

Councilmember Burrell moved to amend the agenda by addressing Agenda Item No. 27 before Agenda Item No. 5. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Girl Scout Troop 8017 walked up to the front and gave Girl Scout cookies to the Councilmembers, Mayor, City Clerk, and City Attorneys. Troop 8017 addressed the City Council and all gave a statement of what they are and do.

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For example, all are working on either Bronze, Silver or Gold Awards, provide Community services, and selling cookies is their only fundraiser.

Councilmember Robinson moved to grant the request of Allison Marlow, Girl Scout Troop 8017, requests permission to sell cookies downtown across from the Fairhope Public Library beginning January 10, 2024 through March 25, 2024. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Councilmember Burrell thanked Councilmember Robinson for his year of service and for doing a great job. He congratulated Council President Martin.

Councilmember Conyers echoed what Councilmember Burrell said regarding Councilmember Robinson.

Councilmember Robinson said he was excited and looking forward to this year.

Councilmember Boone thanked Council President Martin for accepting this position.

Council President Martin thanked the City Council for allowing him to serve; and said he was looking forward to this year.

Councilmember Burrell moved for final adoption of Ordinance No. 1785, an ordinance to amend Zoning Ordinance No. 1253 and Ordinance No. 1736 Hill Top PUD. Request of Jade Consulting, LLC, acting on behalf of the owner, Two Hands Design and Development LLC, amend Lot 29 front setback from 100' to 30'. The property is approximately 1.14 acres and is located on the west side of Section Street and south of Petiole Dr. PPIN #389630. (Introduced at the City Council Meeting on October 23, 2023.) Seconded by Councilmember Boone, motion for final adoption passed by the following voice votes: AYE -Burrell, Martin, Conyers, Robinson, and Boone. NAY - None.

Councilmember Robinson moved for final adoption of Ordinance No. 1786, an ordinance to amend Zoning Ordinance No. 1253. Request of Ryan Baker, Walcott Adams Verneuille Architects, acting on behalf of the owner, Phillip Goodwyn, to rezone property from B-4, Business and Professional District to B3a, Tourist Resort Lodging District. The property is approximately 0.15 acres and is located at 491/493 Pine Avenue. PPIN #14838. (Introduced at the City Council Meeting on October 23, 2023.) Seconded by Councilmember Boone, motion for final adoption passed by the following voice votes: AYE -Burrell, Martin, Conyers, Robinson, and Boone. NAY - None.

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Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the procurement of the NEOGOV Human Resources Management Suite for a cost of \$13,668.50; and request to transfer budget from 001100-50300 to 001170-50300 to fund most of this procurement. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4904-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope has voted to purchase NEOGOV Online Application Tracking System from Governmentjobs.com d/b/a NEOGOV with a cost of \$13,668.50; and authorizes the transfer budget 001100-50300 to 001170-50300 to fund most of this procurement for the first year.

Adopted on this 13th day of November, 2023

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council authorizes and approves the hiring of the new Purchasing Agent to allow the current Purchasing Agent (Pay Grade 8), who is retiring at the end of December 2023, to work with and train the new employee prior to his leaving. This will be beneficial to the City as well as the new hire. The temporary position will expire upon retirement of the current Purchasing Agent. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

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RESOLUTION NO. 4905-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council authorizes and approves the hiring of the new Purchasing Agent to allow the current Purchasing Agent (Pay Grade 8), who is retiring at the end of December 2023, to work with and train the new employee prior to his leaving. This will be beneficial to the City as well as the new hire. The temporary position will expire upon retirement of the current Purchasing Agent.

ADOPTED THIS 13TH DAY OF NOVEMBER, 2023

Corey Martin, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of Gresham Smith for Professional Engineering Services for (RFQ PS24-009) Section Street Resurfacing in the Central Business District (CBD); and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 4906-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of Gresham Smith to perform Professional Engineering Services for (RFQ PS24-009) the Section Street Resurfacing in the Central Business District (CBD); and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council.

DULY ADOPTED THIS 13TH DAY OF NOVEMBER, 2023

Corey Martin, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

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Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of Watershed for Professional Architecture and Engineering Services for (RFQ PS24-008) Professional Architecture and Engineering Services for the Nature Center Building Rehabilitation; and authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4907-23

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

[1] That the City of Fairhope awards RFQ No. (PS24-008) Professional Architecture and Engineering Services for the Nature Center Building Rehabilitation to Watershed; and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council.

DULY ADOPTED THIS 13TH DAY OF NOVEMBER, 2023

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council rejects all bids for (Bid No. 2023WWF-038) City of Fairhope Working Waterfront and Greenspace Project; and authorizes Mayor Sherry Sullivan to negotiate a contract with Rolin Construction, Inc. pursuant to the Code of Alabama 1975, Section 39-2-6(b). Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

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RESOLUTION NO. 4908-23

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 City of Fairhope Working Waterfront and Greenspace Project (Bid Number 2023WWF-038) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] At the appointed time and place, the bids were opened and tabulated.

[3] After evaluating the bid proposals with the required bid specifications, only one valid bid was received and we request that all bids be rejected for Bid No. 2023WWF-038 City of Fairhope Working Waterfront and Greenspace Project; and authorize Mayor Sherry Sullivan to negotiate a contract with Rolin Construction, Inc. pursuant to the Code of Alabama 1975, Section 39-2-6(b).

Adopted on this 13th day of November, 2023

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection by the Evaluation Team and Daryl Morefield for Professional Engineering Services for (RFQ PS23-027) Force Sewer Main Upgrades to Kimley-Horn and Associates; and authorizes Mayor Sherry Sullivan to negotiate the fee schedule for the contract. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

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RESOLUTION NO. 4909-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope awards (RFQ No. PS23-027) Professional Engineering Services for Force Sewer Main Upgrades to Kimley-Horn and Associates, Inc.; and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council.

DULY ADOPTED THIS 13TH DAY OF NOVEMBER, 2023

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope awards (RFQ No. PS23-025) Professional Engineering Services for Wastewater Treatment Plant Headworks Improvements to Krebs Engineering and Associates; and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4910-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope awards RFQ No. PS23-025 Engineering Professional Engineering Services for Wastewater Treatment Plant Headworks Improvements to Krebs Engineering and Associates; and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council.

DULY ADOPTED THIS 13TH DAY OF NOVEMBER, 2023

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

13 November 2023

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement of inventory water meters for the Water Department and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(b)(7). This cost will not-to-exceed \$500,000.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4911-23

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

[1] That the City of Fairhope approves the procurement of Neptune Water Meters to replenish inventory for the Water Department to be purchased from Consolidated Pipe and Supply Company, Inc. as Sole Source Provider in the State of Alabama for Neptune Technology Group, Inc; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The total cost not-to-exceed \$500,000.00.

Adopted on this 13th day of November, 2023

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement of materials for County Road 33 Water Main Upgrade for the Water Department to be purchased from Consolidated Pipe and Supply Company, Inc. as Sole Source Provider in the State of Alabama for Neptune Technology Group, Inc.; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The total cost not-to-exceed \$63,704.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

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RESOLUTION NO. 4912-23

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

[1] That the City of Fairhope approves the procurement of Materials for County Road 33 Water Main Upgrade for the Water Department to be purchased from Consolidated Pipe and Supply Company, Inc. as Sole Source Provider in the State of Alabama for Neptune Technology Group, Inc; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The total cost not-to-exceed \$63,704.00.

Adopted on this 13th day of November, 2023

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the Mayor and City Treasurer are hereby authorized and directed to dispose of the personal property owned by the City of Fairhope, Alabama, described in Section 1 by the following method: Sold for scrap or recycle at the highest offered value. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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RESOLUTION NO. 4913-23

WHEREAS, the City of Fairhope, Alabama, has certain items of personal property which are no longer needed for public or municipal purposes; and

WHEREAS, Section 11-43-56 of the Code of Alabama of 1975 authorizes the municipal governing body to dispose of unneeded personal property;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FAIRHOPE, ALABAMA, AS FOLLOWS:

SECTION 1. That the following personal property owned by the City of Fairhope, Alabama, is not needed for public or municipal purposes, and hereby declared surplus:

200+ Non-Serviceable Water Meters

SECTION 2. That the Mayor and City Treasurer are hereby authorized and directed to dispose of the personal property owned by the City of Fairhope, Alabama, described in Section 1, above, by the following method:

- a. Sold for scrap or recycle at the highest offered value.**

ADOPTED AND APPROVED THIS 13TH DAY OF NOVEMBER, 2023

Corey Martin, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the That the City of Fairhope awards (RFQ No. PS24-010) Professional Engineering Services for Lead Service Line Inventory and Compliance to Kimley-Horn and Associates, Inc.; and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

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RESOLUTION NO. 4914-23

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

[1] That the City of Fairhope awards (RFQ No. PS24-010) Professional Engineering Services for Lead Service Line Inventory and Compliance to Kimley-Horn and Associates, Inc.; and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council.

DULY ADOPTED THIS 13TH DAY OF NOVEMBER, 2023

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution to award (Bid No. 24-005) US 31 Widening Gas Main Relocation to Equix Energy Services, LLC with a bid proposal not-to-exceed \$588,947.75. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4915-23

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 to procure services for (Bid No. 24-005) US 31 Widening Gas Main Relocation 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:

Equix Energy Services, LLC	\$ 588,947.75
General Maintenance Contractors of East Alabama, Inc.	\$1,639,695.91

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[3] After evaluating the bids with the required specifications, Equix Energy Services, LLC is now awarded (Bid No. 24-005) US 31 Widening Gas Main Relocation with a bid proposal not-to-exceed \$588,947.75.

DULY ADOPTED THIS 13TH DAY OF NOVEMBER, 2023

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase Insightsoftware Spreadsheet Server (Report Writer Software) 3-year Maintenance Contract from Global Software, LLC d/b/a Insight Software for the Treasury for a total amount of \$21,075.35 (\$6,367.18 Year 1) pursuant to Code of Alabama 1975, Section 41-16-51(a)(11); and authorizes Mayor Sherry Sullivan to execute the contract. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4916-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope has voted to purchase Insightsoftware Spreadsheet Server (Report Writer Software) 3-year Maintenance Contract from Global Software, LLC d/b/a Insight Software for the Treasury for a total amount of \$21,075.35 (\$6,367.18 Year 1) pursuant to Code of Alabama 1975, Section 41-16-51(a)(11); and authorizes the Mayor to execute the contract.

Adopted on this 13th day of November, 2023

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

13 November 2023

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby authorizes Mayor Sherry Sullivan to execute the Intergovernmental Agreement establishing the South Alabama Purchasing Association and to participate in its membership. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 4917-23

**INTERGOVERNMENTAL AGREEMENT ESTABLISHING
THE SOUTH ALABAMA PURCHASING ASSOCIATION**

This Intergovernmental Agreement (“Agreement”) is entered into by and between the public bodies governed by the General Provisions of the public contract law of the State of Alabama (Code of Alabama §41-16-50) located within the southern region of Alabama, and educational facilities under (Code of Alabama §16-13B-1) southern region being defined as the counties of Escambia, Baldwin, and Mobile, within each of these counties, or adjoining counties, of Alabama, or other entities that choose to be governed by the provisions of the South Alabama Purchasing Association intergovernmental agreement and by-laws as hereinafter set forth.

WHEREAS, the parties hereto do hereby create, as a voluntary association, the South Alabama Purchasing Association, hereinafter referred to as “the Association”, for the purpose of coordinating Association joint purchases for the mutual economic advantage of its members. The Association shall consist of each entity participating in this Agreement. Said Association shall be free to adopt such rules for organization as it may deem suitable for the conduct of its business; and

WHEREAS, the parties to this agreement will identify by way of their membership on the Advisory Board those items and classes of items for which joint purchase may be advantageous for the period commencing with the execution of this Agreement and continuing until terminated; and

WHEREAS, the City of Fairhope desires to help establish the Association and to participate in its membership; and

WHEREAS, the City of Fairhope agrees to the premises, and the mutual covenants and agreements stipulated herein.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby authorizes Mayor Sullivan to execute the Intergovernmental Agreement Establishing the South Alabama Purchasing Association and to participate in its membership.

Adopted on this 13th day of November, 2023

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

13 November 2023

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope hereby declares its official intent to allocate a portion of the proceeds of the warrants to reimburse the General Fund of the City for expenditures incurred after the date that is no more than sixty (60) days prior to the date of the adoption of this resolution, but prior to the issuance of the warrants, in connection with the acquisition, provision, equipping and construction of the improvements. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4918-23

BE IT RESOLVED by the City Council (the "Council") of the City of Fairhope, Alabama (the "City"), as follows:

Section 1. Findings. The City has ascertained and does hereby find and declare as follows:

- (a) The City is in the process of planning the design, construction and financing of various capital improvements to the water works plant and distribution system and the sanitary sewer system of the City (the "Water and Sewer System Improvements");
- (b) The City intends to issue, in one or more series, not more than \$50,000,000 aggregate principal amount of its Utility Revenue Warrants (collectively, the "Warrants"), for the purpose of paying a portion of the costs of acquiring, providing, equipping and constructing the Improvements and paying the costs of issuing the Warrants;
- (c) The City expects to issue the Warrants by not later than March 31, 2024;
- (d) Prior to issuance of the Warrants, the City expects to incur certain costs and make certain expenditures out of the general fund of the City in connection with the Improvements; and
- (e) The City expects to allocate to itself, from the proceeds of the Warrants, moneys to reimburse the City for the expenditures made prior to the date of issuance of the Warrants.

Section 2. Official Intent. The City hereby declares its official intent to allocate a portion of the proceeds of the Warrants to reimburse the general fund of the City for expenditures incurred after the date that is no more than sixty (60) days prior to the date of the adoption of this resolution, but prior to the issuance of the Warrants, in connection with the acquisition, provision, equipping and construction of the Improvements. This resolution is being adopted pursuant to the requirements of the Internal Revenue Code of 1986, as amended, and Treasury Regulations Section 1.150-2(e) promulgated thereunder.

ADOPTED THIS 13TH DAY OF NOVEMBER, 2023

Corey Martin, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

13 November 2023

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby approves the Uniform Work Pants Allowance mentioned in the resolution but will furnish the required work shirts beginning January 1, 2024. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4919-23

WHEREAS, the City of Fairhope will be ending our rental uniform program with Cintas as of December 31, 2023; and

WHEREAS, the City of Fairhope approved in the FY 2023 – 2024 Budget to authorize a Uniform Allowance for Employee Work Pants as follows; and

General Government \$40.00 per pair for 5 pair of pants (\$200.00)
FR Employees \$100.00 per pair for 6 pair of pants (600.00)

WHEREAS, the City of Fairhope will furnish the required Work Shirts.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council hereby approves the Uniform Work Pants Allowance mentioned above but will furnish the required Work Shirts beginning January 1, 2024.

DULY ADPOTED ON THIS 13TH DAY OF NOVEMBER, 2023

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope name the property known as The Triangle the “Flying Creek Nature Preserve”. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

13 November 2023

RESOLUTION NO. 4920-23

WHEREAS, the City of Fairhope acquired the property known as “The Triangle” via a Real Estate Purchase Agreement, Development Agreement and Warranty Deed; and

WHEREAS, the City has received a grant to construct the North Triangle Nature Park Trail and Facility Improvements and preserve this property to be used as a public park; and

WHEREAS, the City Council is desirous to name the property known as “The Triangle” the “Flying Creek Nature Preserve”.

NOW BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City of Fairhope adopts to name the property known as The Triangle the “Flying Creek Nature Preserve”.

DULY ADOPTED THIS 13TH DAY OF NOVEMBER, 2023

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute a loan/funding agreement with the Fairhope Airport Authority, a public corporation pursuant to Alabama Code Section 11-63-2. The general framework of the loan/funding agreement shall not exceed \$600,000.00 allocated for use by the Authority as matching funds related to a federal grant. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

*

*

13 November 2023

RESOLUTION NO. 4921-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute a loan/funding agreement with the Fairhope Airport Authority, a public corporation pursuant to Alabama Code Section 11-63-2.

The general framework of the loan/funding agreement shall not exceed \$600,000.00 allocated for use by the Authority as matching funds related to a federal grant. The agreement shall be taken in draws and will not be a lump sum loan to the Authority. The grant and funds will be used to construct a new terminal at the Fairhope Airport.

Repayment terms: Payments to the City on the loan/funding agreement shall be interest only paid on a monthly basis for the first 18 months. The principal balance plus continuing interest will be paid in nine annual installments starting at month 19 and shall be paid off within ten years from the commencement of principal and interest payments.

Interest rate: The current applicable interest rate is 4.75%. If the City's best interest rate on deposits goes below 4.75%, the rate will be the average of the new rate and 4.75%, but never more than 0.75% higher than the City's earnings on deposits. If the City's interest rate on deposits goes up, the rate will go up accordingly, but shall never exceed 5.5%. For rates between 4.75% and 5.5%, Airport Authority will pay the City's best savings rate on deposits. Interest rates shall be computed and adjusted every 90 days.

Collateral: Collateral may be tied to and further encumber land that is subject to prior funding agreements with the City of Fairhope if current bond obligations allow secondary encumbrances on the subject property.

DULY ADOPTED THIS 13TH DAY OF NOVEMBER, 2023

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

13 November 2023

Councilmember Conyers moved to accept the donation from Katie Bolton, owner of Pro-Cycle and Tri, donating two bike racks to the Fairhope Soccer Complex in the amount of \$500.00 per bike rack. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

City Council reviewed an application for a Beer/Wine Off Premises License by Ravidu Roshan Halawaththage, d/b/a FRC General Trading LLC, 17026 State Highway 181, Fairhope, Alabama 36532. Councilmember Robinson moved to approve the issuance of the license. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

Councilmember Robinson moved to appoint David Johnson to the Fairhope Public Schools Commission to serve the remainder of the vacated term by Amy Foley and fill position until December 31, 2023; and appoint him to serve a three year term effective January 1, 2024 and ending January 31, 2027. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Councilmember Robinson moved to appoint Chris Shrader to the Parking Authority for a four-year term which will expire November 2027. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

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

- 1) Carol Wilson, 489 Bartlett Avenue, addressed the City Council regarding the Library Board of Trustees have not responded to their request. She commented on a list of books filed in the Teen Section of the Fairhope Public Library. Ms. Wilson said she was opposed to the books in the children and teen area in the Fairhope Public Library.
- 2) Rebecca Watson, 124 Fig Avenue, addressed the City Council regarding the books in the children and teen area in the Fairhope Public Library. She told Mayor Sullivan they have not heard her stance on this issue. Ms. Watson is the Chair for Moms for Liberty Baldwin County; and said she was opposed to the books in the children and teen area in the Fairhope Public Library.
- 3) Stephanie Durnin, 209 Hemlock Drive, addressed the City Council and mentioned that 10,144 children has visited the Fairhope Public Library this year. Ms. Durnin said she was opposed to the books in the children and teen area in the Fairhope Public Library; and for purchasing these books.

At the request of the City Attorney, Marcus E. McDowell, the City Council will rise from the meeting to go into Executive Session based on Alabama Code Section 36-25A-7(a)(3) to discuss imminent, potential, and pending litigation. The approximate time to be in Executive Session is 45 minutes. Councilmember Robinson moved to go into Executive Session. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

13 November 2023

Exited the dais at 7:02 p.m. Returned at 7:59 p.m.

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

There being no further business to come before the City Council, the meeting was duly adjourned at 8:00 p.m.

Corey Martin, Council President

Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA) (
 :
COUNTY OF BALDWIN) (
 :

The City Council met in a Work Session at 3:30 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 13 November 2023.

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

Council President Robinson called the meeting to order at 3:30 p.m.

The following topics were discussed:

- The first item on the Agenda was the Historic Preservation Ordinance Discussion. Mara Hunter, Historic Preservation Committee member, addressed the City Council and thanked the Committee and Attorney Chris Williams for their help. The following Power Point Presentation titled “Fairhope Historic Preservation Committee: Presentation to the City Council.” Council President Robinson questioned Attorney Williams if there were inline will it be okay. Mr. Williams commented there are statutory codes that must be followed and we cannot do a half-way ordinance for the CLG status. He stated that maintenance part came his partner to deter potential blight issues and other issues. Mr. Williams said the membership section came from the Alabama statutes as well as the Certificate of Appropriateness. He said the Alabama statutes state there shall be 13 powers for the Commission; said the City Council has the authority to approve Historic property or Historic Districts. He commented that the Alabama statute does not call for a moratorium.

Councilmember Conyers said the main reason for Commission was for CLG status; and to preserve property. Councilmember Martin asked if we could move slowly towards CLG status. Council President Robinson commented we need to make sure we meet CLG status but adopt an ordinance and move forward. He said Chris Williams needs to discuss with the Committee for a happy medium.

Building Official Erik Cortinas addressed the City Council and stated we have a condemn buildings ordinance. He said two are now in the works to tear down and put a lien on the properties. Mr. Cortinas stated we give the owners 45 days to respond; and we work with them. Mr. Williams said these are hazardous and non-compliant buildings. Mr. Cortinas said he uses the Schneider Report for Historic properties, works with the residents, and lets them know their house is on the list.

Ms. Hunter said the ordinance would help residents get grants; and the Commission could intervene before the building gets in a state of disrepair. Council President Robinson told Mr. Williams if it is a maybe then take it out of the ordinance; and get the ordinance adopted in compliance for CLG status. He said use the powers needed to be CLG status yet less is better. Mr. Williams said he would work with the Committee for a final draft. Skip Jones, Historic Preservation Committee member, said this is a perfect way to get a draft for the City Council.

Monday, 23 October 2023

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- The next item on the agenda was the Eagle Reef Presentation by John Shell. He used the Eagle Reef for his Eagle Scout Project. (See attached Power Point Presentation titled “The Eagle Reef”) Mr. Shell said it boosts the ecosystem wherever these are placed. Jeb Shell addressed the City Council and explained the future possibilities; and said you would get a tax credit for a donation. He said you clean the bay and the water with the reefs. Councilmember Burrell questioned the life of the reefs. Mayor Sullivan thanked them for being at the Work Session; and said she was excited for these reefs being in our City. Mayor Sullivan said this will be an educational tool for schools and citizens.
- The Discussion on City Council Rules of Procedure was next on the agenda. Mayor Sullivan suggested to move up the requests and Community items to top of agenda; and grouping items by Departments. Councilmember Burrell stated the most important items are at the top of the agenda; and stated the reason for the agenda order. Councilmember Conyers commented it is better to group by Departments; and he could go either way. Councilmember Martin said he wants a consent agenda if possible. Council President Robinson said we could have a consent agenda and/or move items to top. The consensus of the City Council was to leave the agenda as it is now.
- Councilmember Burrell addressed the City Council and explained Agenda Item No. 25; and answered any questions if needed.
- Water and Wastewater Superintendent Daryl Morefield addressed the City Council regarding Agenda Items No. 13 through No. 18; and answered any questions if needed.
- City Engineer Richard Johnson addressed the City Council and gave an update on Gaston Plaza and the string lighting in Arts Alley. He announced that Andy James, Engineer of Record for , passed away a few weeks ago. Mr. Johnson asked everyone to keep his family in our prayers. He thanked the City Council for Agenda Item No. 24, naming of the Triangle property.
- Gas Superintendent Wes Boyette addressed the City Council regarding Agenda Item No. 19; and answered any questions if needed.
- City Treasurer Kim Creech addressed the City Council regarding the PFM meetings and said we will look at rates next. She addressed Agenda Items No. 20 through No. 22; and answered any questions if needed.
- Mayor Sullivan introduced Hannah Noonan our new Human Resources Director. She addressed Agenda Item No. 23; and answered any questions if needed.
- Human Resources Director Hannah Noonan addressed the City Council regarding Agenda Items No. 8 and No. 9; and answered any questions if needed.
- Councilmember Burrell addressed Agenda Item No. 25 and commented we need to add “shall not exceed \$600,000.00.

Monday, 23 October 2023
Page -3-

- City Clerk Lisa Hanks addressed the City Council regarding Agenda Item No. 26 and told them the donation was two bike racks at \$500.00 each for a total of \$1,000.00.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:30 p.m.

Jay Robinson, Council President

Lisa A. Hanks, MMC
City Clerk

Presentation to the City Council



**Fairhope Historic Preservation Committee
November 13, 2023**

Recommendation:

- ❑ Adopt an ordinance to create an Historic Preservation Commission tailored to Fairhope's unique identity. Such an ordinance should balance preservation needs with individual property rights, and encourage preservation through positive means.

Why Fairhope Needs an Historic Preservation Commission:

- ❑ to stem the rapid depletion of historic building stock and resources;
- ❑ to protect Fairhope's historic resources for current and future generations;
- ❑ to preserve historic tourism and related business opportunities; and
- ❑ to provide the City and its residents with access to critical grants and infrastructure support available to places with historic preservation commissions.

FHPC's Approach

The Fairhope Historic Preservation Committee (FHPC):

- gathered input from residents, city council members, and the Alabama Historic Commission (AHC) through Spring 2022- Fall 2023;
- studied the sample legislation from AHC as well as Title 11 Chapter 68, 1-15 of the Alabama Law Code;
- reviewed and revised the suggested ordinance across multiple meetings and work sessions in spring 2023: March 15, March 28, April 12, April 26, May 10, May 17; and
- incorporated feedback from the Building Department and the Planning Department on May 10, and then forwarded our recommended ordinance to the Mayor and City Council President May 17, who in turn sent our document for legal review.

FHPC Proposed Revisions

More than 70 total changes, including:

- Modification of membership and service requirements to reflect Fairhope's needs and volunteer pool;
- Remove requirements for paint colors;
- Remove fines for failing to maintain historic properties;
- Defer the creation of the architectural review board until the City identifies such a need;
- Amplifying sections that promote education and culture of preservation, including a stage of demolition review;
- Incorporation of Building and Planning suggestions; and
- Language that brought ordinance closer to Fairhope procedures

See Appendix "Major Changes" for more information

Powers of the Historical Commission

- ❑ NOTE: All versions of the ordinances (FHPC's, AHC's, the lawyer's-CW) propose broad powers for the Commission. FHPC did not limit many of the proposed powers, because most powers become active **only if/when the city council decides to activate the powers.**

Powers and their Limitations in the Proposed Commission

All Commission powers are conditional on a public process and City Council Approval:

- Section II. E.1 “Powers” **“Recommend to the City Council buildings, structures, sites, and districts for designation as historic properties or local districts.”**
(FHPC ‘b & d’ p. 2 / CW ‘c’ p.4)

- Section III. D (FHPC p. 7 / CWp.9) Requirements for Adopting an Ordinance for the Designation of Historic Districts and Historic Properties

“3. Required Public Hearings: The Commission shall hold a public hearing on any proposed ordinance for the designation of any historic district or property.”

“5. City Council Action on Commission Recommendation: Following receipt of the Commission's recommendation, the City Council may adopt the ordinance as proposed, may adopt the ordinance with any amendments it deems necessary, or reject the ordinance.”

Appeals

Section IV (FHPC, 'N' p. 11 / CW 'P' p.14) "Appeals".

If the City Council agrees to the Historic Commission Recommendations, but residents do not agree, an appeal process is in place.

Conclusion

- ❑ An Historic Commission will give the City, business owners, and residents critical support for preserving Fairhope's at risk and dwindling historical resources. The Ordinance can be structured such that a commission plays a positive role and the city council maintains ultimate authority.
- ❑ No Historic Commission means that the city's historic stock will continue to be demolished at a whiplash pace. Residents and business owners who want to preserve their properties will not have the tools or resources to do it. The City will not have access to critical grants for preservation, or grants for restoration of historic spaces following natural disasters.

Please act now to create preservation tools so that the City, its residents, and its businesses can save Fairhope's most treasured and tangible connections to its history.

Appendix



Comparison FHPC and CW Proposals

Comparison Overview

FHPC:

- Focuses on Demolition Review and Education
- Reflects Volunteer Pool and Infrastructure of a Small Town
- Approach discussed with AHC and similar to that of Homewood, AL
- Ordinance 15 pages in length, reflecting removal of sections discussed in the appendix

CW:

- Reflects an ordinance more appropriate for a larger city like Mobile, AL
- Full-blown Certificate of Appropriateness section, with attention to details like paint color that FHPC does not recommend
- Requires substantially more resources from the City to manage
- Proposal 22 pages in length, with sections FHPC does not advocate

Section II

Membership and Responsibilities

FHPC Version (p.2) / CW Version (p.2):

Section II, B. (FHPC p. 2) - Revision of Membership to reflect the volunteer pool, retaining some AHC language:

"1. The Commission shall consist of at least seven (7) members recommended by the Mayor and appointed by the City Council. All members shall be residents of the city of Fairhope and shall have demonstrated training or experience in history, architecture, architectural history, American studies, cultural geography, cultural anthropology, planning, archaeology, law, or other related fields, or who shall be residents of Fairhope with demonstrated interest in historic preservation."

Section II, B. 4 (CW p.4) - FHPC removed the language "serve without compensation," as elsewhere the document states that $\frac{1}{2}$ membership may be public officials. We also do not rule out the appropriateness of a small stipend depending upon labor demands.

Section II, H. 1 - Responsibilities (FHPC p.4 / CW p. 6)

Here, we brought continuing education requirements more in line with the schedules of working volunteers.

Section II

Powers

See Section II D. FHPC “Powers”, p.3

- FHPC Recommendation proposes 15 powers (FHPC p.2-3); CW proposes 25 (CW p.4-5).
- We retained most powers indicated in the AHC suggested Ordinance with the understanding that the commission powers [such as granting or denying certificates of appropriateness - ('c.') or employing persons ('k') become active only **after** the city gives specific approvals such as creating an historic district, or winning a grant that sponsors and employee or contractor.
- One major exception relates to acquiring property. We proposed the city manage historic property donations, acquisitions, and maintenance rather than the Historic Commission (e.g. see FHPC Ordinance, 'e.'). The city may decide not to accept future donations of property, but as it already has some historic properties we wanted to specify that power does not belong to the Commission.

Section III

FPHC Section III, D.8 (p.7) Removed from CW version (p.9) was a provision we find incredibly important.

Moratorium on Applications for Alteration or Demolition while Ordinance for Designation is Pending: If an ordinance for designation is being considered, the Commission shall have the power to freeze the status of the involved property.

Rationale for inclusion: It takes time to gather essential documentation, develop historic contexts, and complete survey fieldwork. When property owners catch wind of such activity, some may react by preemptively tearing down structures in their care. To protect potentially contributing properties during this interim time, many local governments -- including those in Opelika, Florence, Homewood, Bessemer, Dothan, and Alex City -- have found it beneficial to enact a demolition moratorium during the study period. We strongly recommend that Fairhope adopt a similar safeguard in its ordinance.

Section IV

Certificates of Appropriateness

The focus of FHPC proposal is to intervene at the point of demolition (similar to a demolition review), to encourage preservation through positive means. We made several changes to this section to make the process easier and less burdensome for Fairhope residents (FHPC Ordinance, Section V), including:

- FHPC does not encourage CoA prior to building permit (CW p.10). Instead FHPC emphasizes education at time of demolition review rather than managing CoAs.
- Eliminating strict regulations. FHPC does NOT encourage regulating paint colors or commenting on interiors (CW D.1&2 p.10/FHPC F.1 p.9).

Section V (CW, p. 17-18)

Section V in Chris Williams's version is related to Maintaining Historic Properties and is a section proposed in the suggested ordinance by AHC. FHPC's proposal removed the section because we believed it places unrealistic expectations on our current resident body and city infrastructure. Further, we believe the section is incompatible with the demolition review and education approach we are recommending.

Questions?



Thank you.



Welcome and Thank You

- Boy Scout Troop 147 fishing trip
- We didn't catch much and I wanted to do something to change this
- Researched and found Ocean Habitats, Inc.



History of The Eagle Reef

- What do they do?
- Wildlife habitat
- Water filtration
- Reproduce/Multiply



Function





Habitat - Nine-month reef



Habitat - Six-Month Reef



Habitat – Everyone participates

- Acts as a nursery for fish and shrimp
- Juvenal redfish
- Attracts the entire food chain
 - Including us!



Habitat – Juvenile Redfish



- Filter feeders
 - One reef loaded with oysters
 - Up to 30,000 gallons daily
 - Up to 10 million gallons annually



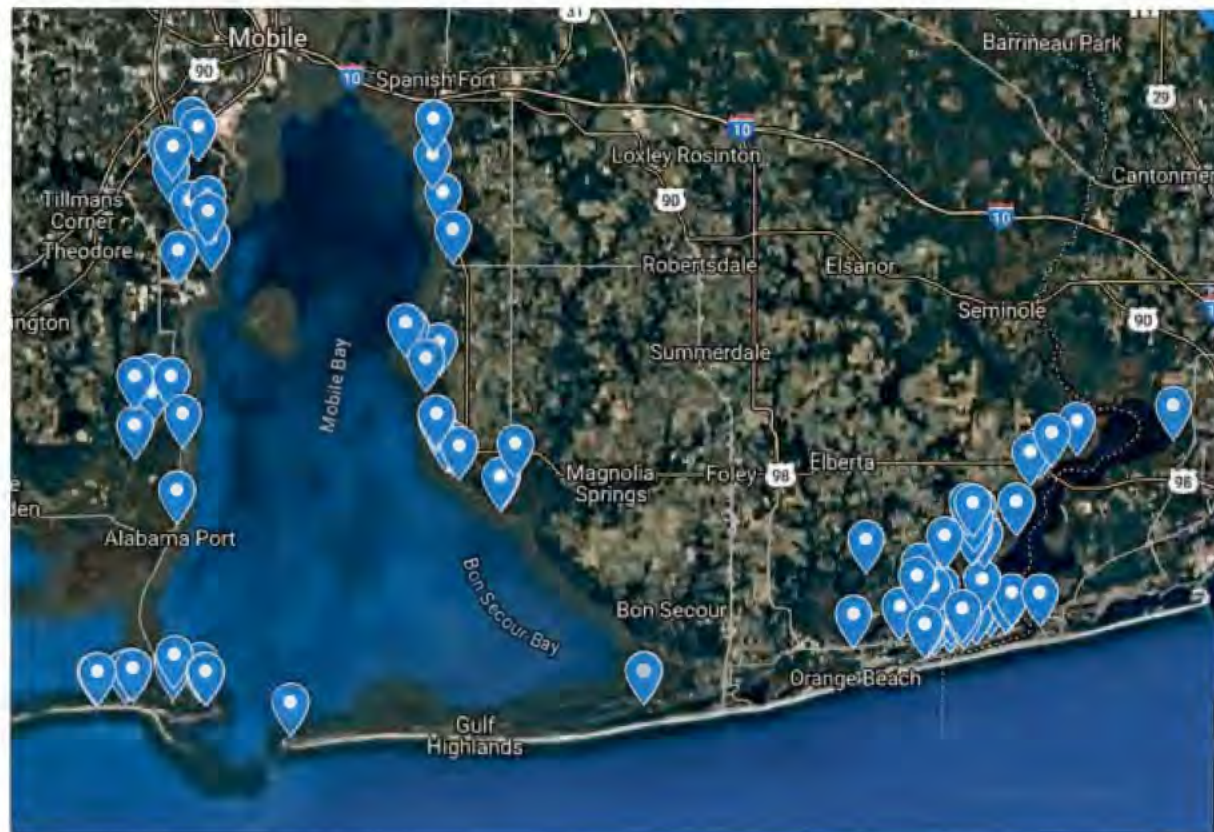
Filtration

- One mature oyster releases over 100 million spat into the water annually
 - ~10 billion per loaded reef annually
- Enhance/reestablish oyster population where conditions are favorable
- Spat will attached at neighboring piers and structures



Multiplier effect

- Over \$50,000 raised
- 175 reefs deployed
- Across Coastal Alabama



Project Success

July 2023 – Partnership formed to reach 1,000 reefs



Stokes School of Marine & Environmental Sciences



Expansion Phase



- Raise money through business partners



- Coordinate, monitor, test and report



- Support and compliment state programs



Expansion Phase

- Personal and Condominium wharfs
- Municipal piers
- Restaurants
- Marinas



Where will they go?

- In the right conditions and once loaded up with oysters 1,000 reefs equals 10 Billion gallons of water filtered annually
- 1,000 reefs create facilitate 500,000 fish, shrimp and crab annually
- These reefs will release 100 billion oyster spat into the water annually
- Each year will grow these numbers as new oysters attach in new locations



By the numbers



Partners For Environmental Progress



**Stokes School of Marine &
Environmental Sciences**



Expansion Phase

Potential locations for (14) Eagle Reefs, City of Fairhope

1. Orange Street Pier (2)
2. White Street Pier (2)
3. Municipal Pier, finger pier (2)
4. North Beach Park pier @ Guard Shack (3)
5. North Beach Park pier @ Pavilion (2)
6. Fly Creek @ mouth of Bay (2)
7. Welcome Center, Downtown Fairhope , outside for display only (1)



City of Fairhope Reefs



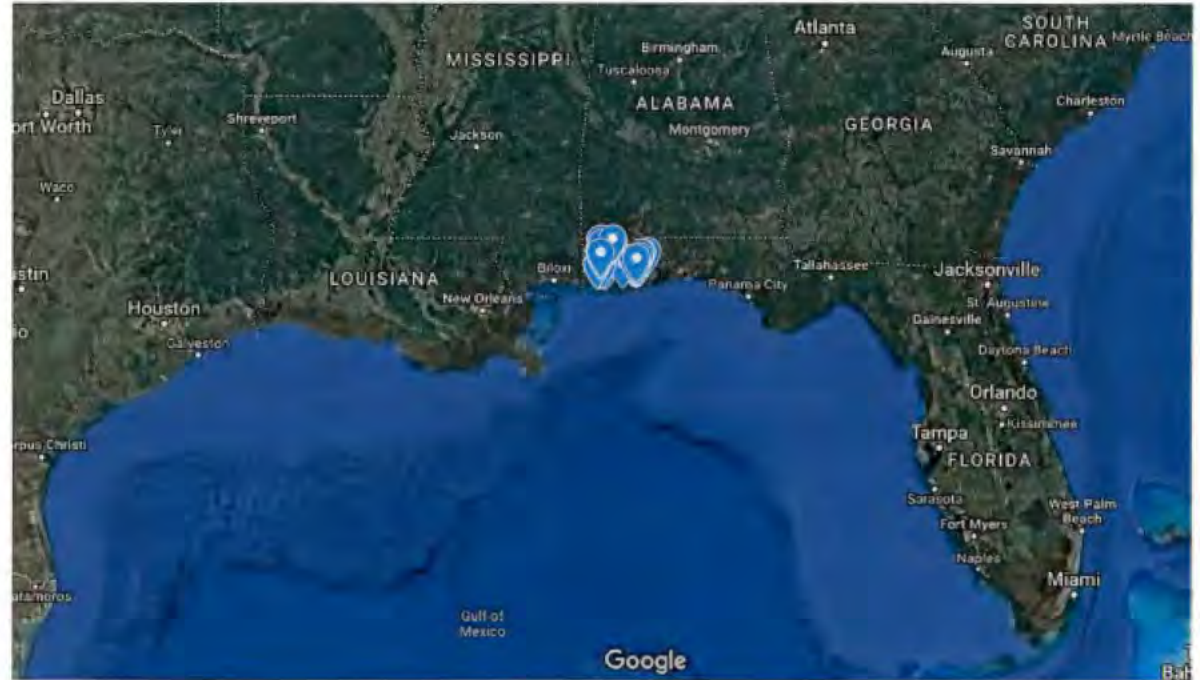
- Rafts of 50 reefs over new oyster beds?
 - Support DNCR's restoration program
- Movable rafts to clean specific locations
 - Spills & Runoffs
- Carbon and nutrient capture tax credits?
 - Farm and industrial runoff from upriver



Future of The Eagle Reef

- Duplicate

- Pascagoula?
- Pensacola?
- Galveston?
- Destin?
- Apalachicola?
- Atlantic Coast?



Future of The Eagle Reef



Thank You



CITY OF FAIRHOPE
AGENDA MEMORANDUM

FROM:	Cynthia Beaudreau
SUBJECT:	Public Hearing - Ordinance - Amend Zoning Ordinance No. 1253 - Request of the Owner, 404 Oak LLC, to rezone property from B-4, Business and Professional District to B-2, General Business District. The property is approximately 0.18 acres and is located at 404 Oak Avenue. PPIN #14546
AGENDA DATE:	November 27, 2023

RECOMMENDED ACTION:

Rezone property from B-4, Business and Professional District to B-2, General Business District.

BACKGROUND INFORMATION:

The property is approximately 0.18 acres and is located at 404 Oak Avenue. PPIN #14546.

BUDGET IMPACT/FUNDING SOURCE:

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up:

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

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 FST 404 Oak LLC (containing 0.18 acres, more or less, and zoned B-4) and located at 404 Oak Avenue, Fairhope, AL.

PPIN # 14546

Legal Description: (Case number ZC 23.06)

LOT 7-A "LOT 7-A" OF THE RE-PLAT OF PART OF LOTS 1, 2, 7, & 8 BLOCK 2, DIVISION 4 OF THE LANDS OF FAIRHOPE SINGLE TAX MISCELLANEOUS BK 1 PGS 320-321 SLIDE 2853-E LEASE IN#1999899

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

The property is hereby rezoned B-2, General Business 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 27th day of November, 2023

By: _____
Corey Martin, Council President

Attest:

By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 27th day of November, 2023

By: _____
Sherry Sullivan, Mayor

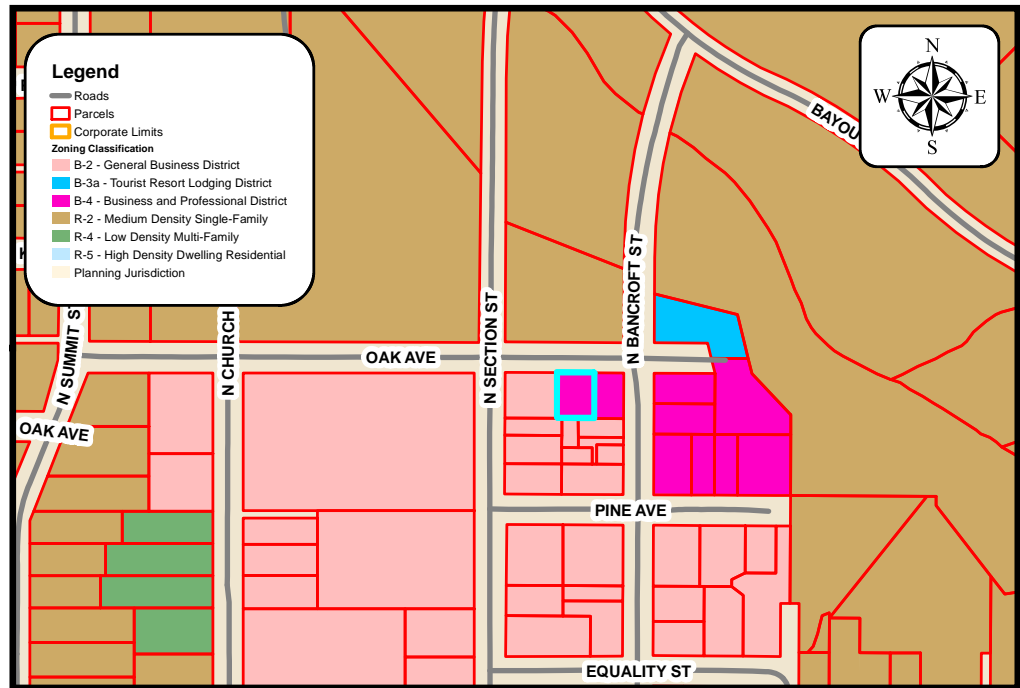
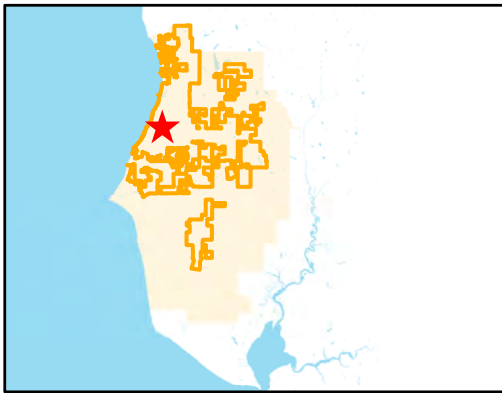
City of Fairhope Planning Commission

November 27, 2023

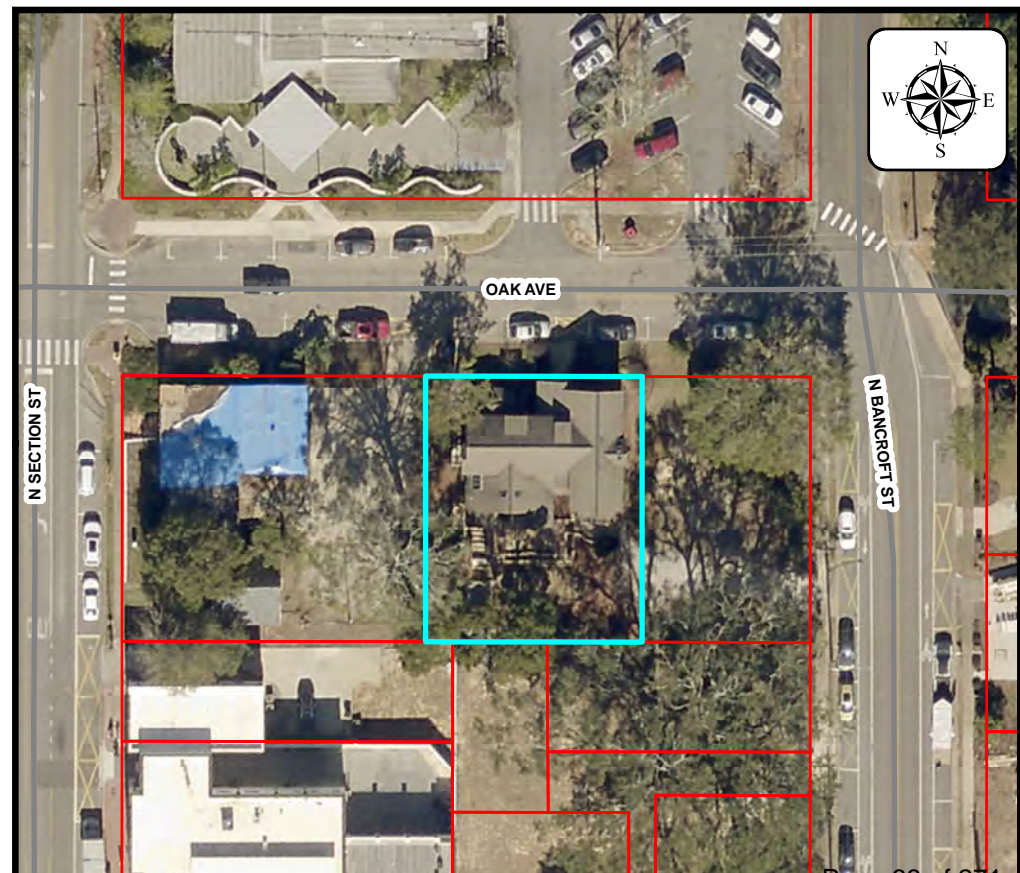


Planning Commission unanimously (6 Ayes, 0 Nays) voted to recommend approval of ZC 23.06.

ZC 23.06 - 404 Oak LLC



Project Name:	404 Oak Avenue
Site Data:	0.18 acres
Project Type:	Rezoning
Jurisdiction:	Fairhope Planning Jurisdiction
Zoning District:	B-4
PPIN Number:	14546
General Location:	East side of N. Section Street., South side of Oak Avenue.
Surveyor of Record:	N/A
Engineer of Record:	N/A
Owner / Developer:	FST AL Coastal Holdings, LLC
School District:	Fairhope Elementary School Fairhope Middle and High Schools
Recommendation:	Approval w Conditions
Prepared by:	Michelle Melton





APPLICATION FOR ZONING DISTRICT CHANGE

Property Owner / Leaseholder Information
 Name: FST AL Coastal Holdings LLC Phone Number: (251) 454-5440
 Street Address: 404 Oak Ave
 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: _____ Phone Number: _____
 Street Address: _____
 City: _____ State: _____ Zip: _____

Current Zoning of Property: B-4
 Proposed Zoning/Use of the Property: B-2 / Restaurant
 Property Address: 404 Oak Ave, Fairhope, AL 36532
 Parcel Number: 46-03-37-0-007-068.503
 Property Legal Description: See description on attached page
 Reason for Zoning Change: B-4 does not allow a restaurant. B-2 does.

- 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: If property is rezoned the intended use is a restaurant. B-2 allows this use while B-4 does not. A commercial kitchen will be added and rooms will be modified for more seating areas.

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.

FST AL Coastal Holdings LLC
 Property Owner/Leaseholder Printed Name
8/29/23
 Date

Bul filot
 Signature

Fairhope Single Tax Corp. (If Applicable)
Secretary,
Reuben E. Davidson, III

Summary of Request:

Applicant, AL Coastal Holdings LLC, requests the subject property be rezoned from B-4, Business and Professional District to B-2, General Business District. The property is located at 404 Oak Avenue and within the Central Business District (“CBD”). Applicant desires to utilize the subject property as a restaurant, which is allowed in B-2, but not in B-4.

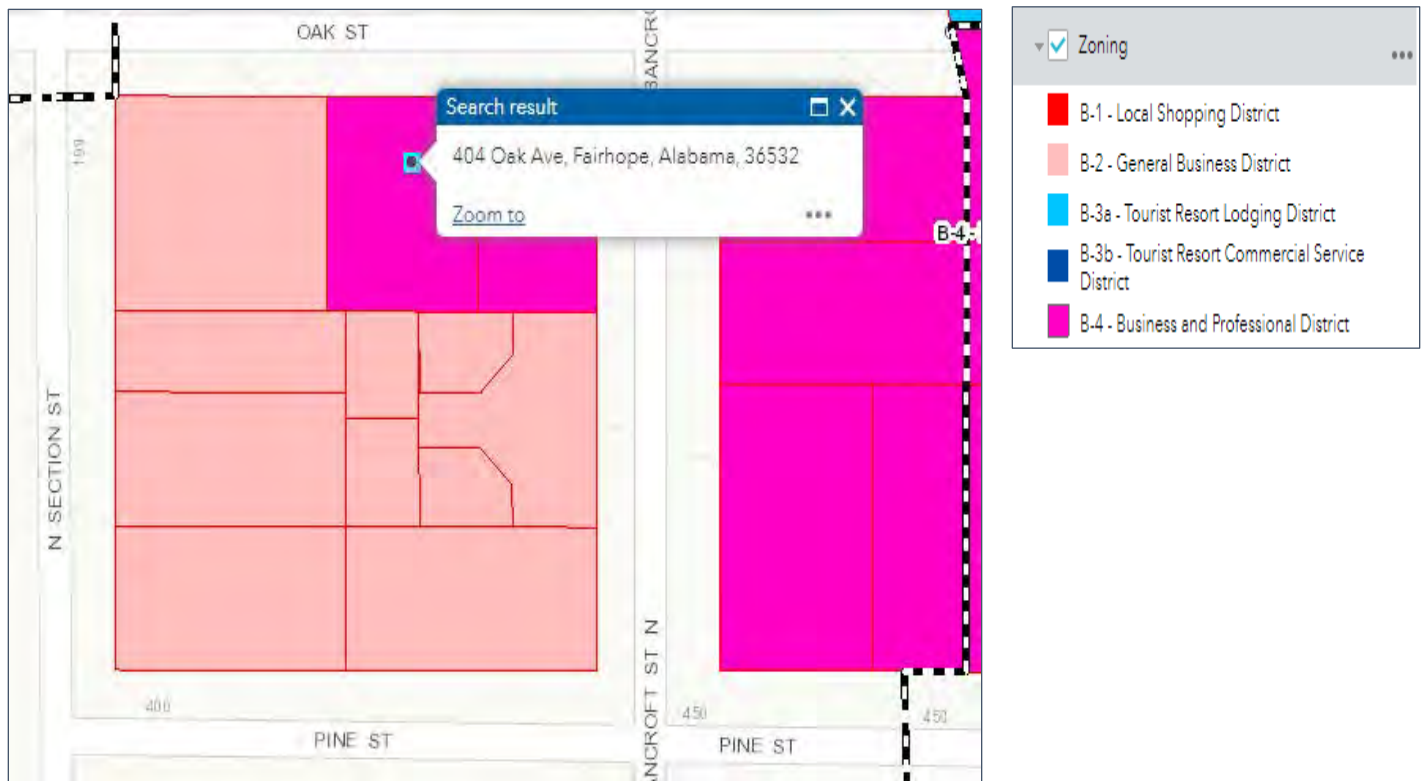


Figure 1: Map of subject and adjacent properties.

Comments:

The subject property was approved with conditions for a MOP in case SD 22.21 in August 2022. SD 22.21 allowed for four mixed-use units. Mixed uses are allowed in all the “B” zoning districts. Restaurants are only permitted by right in B-2 and B-3(b), and are not allowed in B-4.

Pursuant to Article V, Section B(3), since the subject property is within the CBD, re-zoning approvals may be done conditionally so that some allowed uses within the rezoned district may not be allowed for a particular location. For example, an Automobile Repair Station is not a desired use for this location although an allowable use.

Any future rezoning in the CBD overlay may be conditioned so that the goals and intent of the Comprehensive Plan and Article V., Section B.1. of the Zoning Ordinance are achieved.

Table 3-1

Zoning District					
Uses Categories / Specific Uses	B-1	B-2	B-3a	B-3b	B-4
Dwelling					
Single-family	●	●	●	●	●
Two-family	●	●	●	●	
Townhouse	☹	☹			☹
Patio Home					
Multiple-family / Apartment			○	○	
Manufactured Home					
Mixed-use	●	●	●	●	●
Accessory Dwelling	☹	☹	☹	☹	☹
Estate					
Office					
General	●	●		●	●
Professional	●	●		●	●
Home Occupation	☹	☹	☹	☹	☹
Retail					
Grocery	●	●		●	
Convenience Store	☹	☹		☹	
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		○		☹	☹
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					



Figure 2: Google Street View last visited on September 11, 2023.

The Zoning Ordinance defines B-4 Business and Professional District as follows:

“B-4 Business and Professional District: This district is intended to provide opportunity for business establishments of a professional nature and is restricted to offices and businesses, which provide specific corporate functions or professional services to the general public.”
See Art. III, Section A(14).

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

“B-2 General Business District: This district is intended to provide opportunity for activities causing noise and heavy traffic, not considered compatible in the more restrictive business district. These uses also serve a regional as well as a local market and require location proximity to major transportation routes. Recreational vehicle parks, very light production and processing activities are included. See Art. III, Section A(11).

There is an Easement Agreement recorded as Instrument#: 1962444 and included in the packet. The easement is to the benefit of the subject property as it is a 20’ easement across the southern 20’ of 406 Oak Avenue. Applicants are aware of the easement. Applicants are also aware that to use the subject property as a restaurant there may be additional parking and utility requirements. As the restaurant concept develops a Site Plan Review may be generated that will come before the Planning Commission and City Council only if the

triggers of Article 2, Section 2 within the Zoning Ordinance are initiated. Otherwise, permits may be Staff Review only.

A Re-Zoning Request is considered a Zoning Map Amendment and the application is reviewed pursuant to the Criteria in Art. II, Section B(1)(e).

(1) Compliance with the Comprehensive Plan;

Response: The 2015 Comprehensive Plan states that downtown Fairhope is the ultimate Village Center. The subject property is within downtown and meets the form, function, and design standards because it is a source for both tourists and locals. It accomplishes this as B-4 and as B-2.

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

Response: Meets. Some allowable uses are not ideal for this location and use changes will be vetted accordingly.

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

Response: Meets. Use as a restaurant will complement the current situation and future development activity, such as a hotel, which has been approved for the property immediately adjacent.

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

Response: Meets. Already an existing structure with utilities. Applicant plans to add a larger commercial kitchen, which may require additional demands on infrastructure. Parking may also be an issue as the restaurant concept develops.

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

Response: Meets. This zoning change will not negatively impact natural resources or current/future conditions.

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

Response: Meets. Any future development is subject to all applicable laws of the City.

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

Response: Meets. Any future development is subject to all applicable laws.

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

Response: Staff does not anticipate any significant issues relating to this criterion currently. Staff has not supported some request to rezone property to B-2 in the general vicinity. However, those properties directly abutted the edge of the CBD or gully. The subject property abuts neither.

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

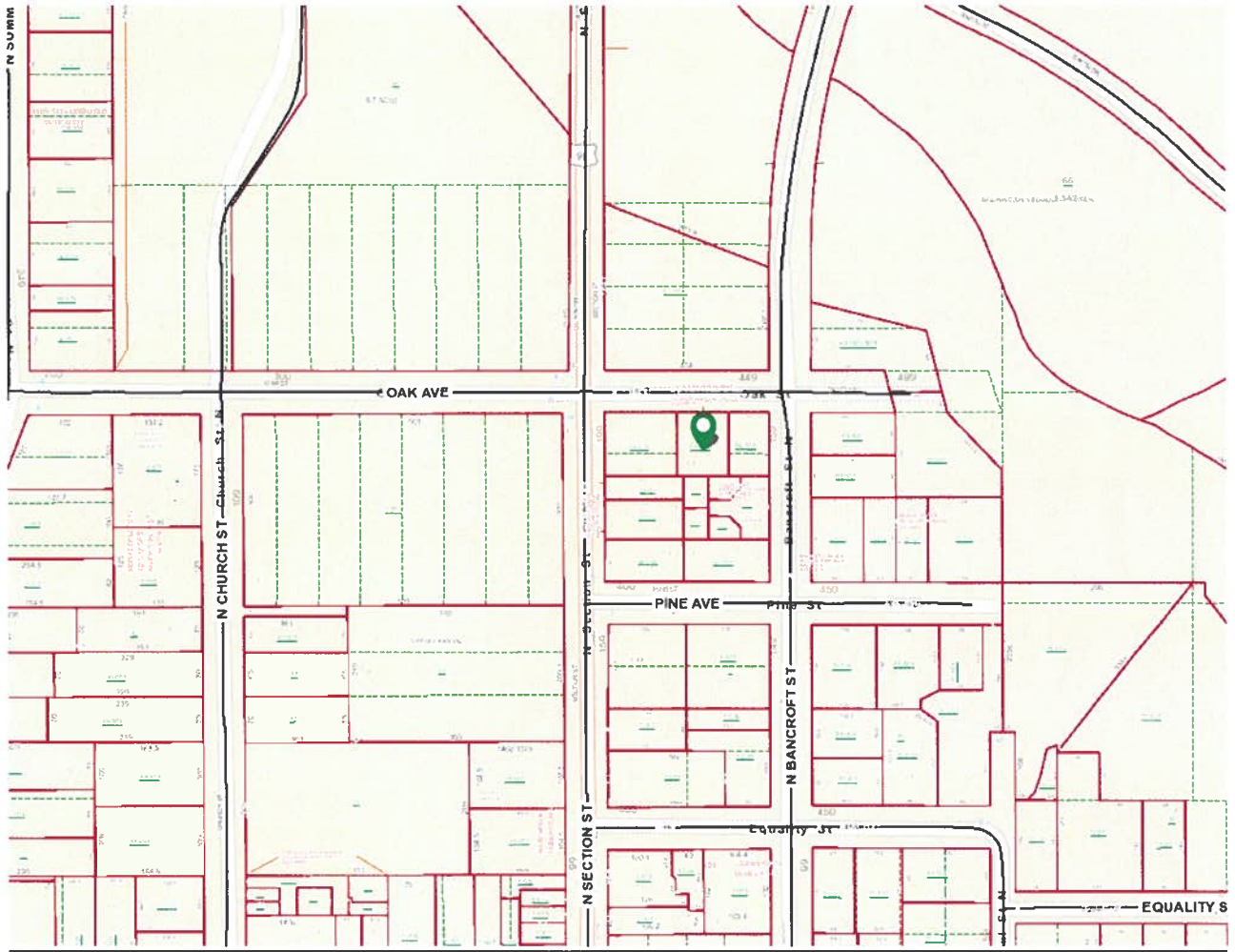
Response: Staff does not anticipate any significant issues relating to this criterion currently.

Recommendation:

Staff recommends **approval** of ZC 23.06: rezoning 404 Oak Avenue from B-4 to B-2 with the following conditions:

- 1.) Regardless of the allowed uses in Table 3-1 of the Fairhope Zoning Ordinance, the following uses shall be prohibited on the subject property:
 - a. Automobile Service Station
 - b. Automobile Repair
 - c. Personal Storage
 - d. Boarding House or Dormitory
 - e. Recreational Vehicle Park
 - f. Kennel or Animal Hospital
 - g. Convenience Store
 - h. Clinic

Property Map



Metes and Bounds Description

BOUNDARY DESCRIPTION:

THE EAST 10 FEET OF LOT ONE (1), THE EAST 100 FEET OF THE NORTH HALF OF LOT TWO (2), THE WEST 710 FEET OF THE NORTH HALF OF LOT SEVEN (7) AND THE WEST 710 FEET OF LOT EIGHT (8), BLOCK TWO (2), DIVISION FOUR (4) LANDS OF THE FAIRHOPE SINGLE TAX CORPORATION IN THE CITY OF FAIRHOPE, ALABAMA BEING APPROXIMATELY 81 FEET BY 99 FEET AS RECORDED IN MISC. BOOK 1, PAGES 320-21 PROBATE RECORDS BALDWIN COUNTY ALABAMA, FRAC L SECTION 17 TOWNSHIP 6 SOUTH RANGE 2 EAST AND INCLUDING AN EASEMENT FOR INGRESS AND EGRESS ACROSS THE SOUTH 20 FEET OF 406 OAK AVENUE

Legal Description

LOT 7-A "LOT 7-A" OF THE RE-PLAT OF PART OF LOTS 1, 2, 7, & 8 BLOCK 2, DIVISION 4
OF THE LANDS OF FAIRHOPE SINGLE TAX MISCELLANEOUS BK 1 PGS 320-321 SLIDE
2853-E LEASE IN#1999899

EASEMENT AGREEMENT

STATE OF ALABAMA
COUNTY OF BALDWIN

This Easement Agreement is entered into on the 10 day of Dec, 2021, by and between PETER F. SIKOROWSKI & LAURIE S. SIKOROWSKI, HOUSTON HOLDINGS OF FL, LLC, and the FAIRHOPE SINGLE TAX CORPORATION (hereinafter "the FSTC").

WHEREAS, PETER F. SIKOROWSKI & LAURIE S. SIKOROWSKI are the leasehold owners of certain property, commonly known as 404 Oak Avenue, Fairhope, Alabama, 36532, and more particularly described as follows:

The East 10 feet of Lot One (1), the East 10.0 feet of the North Half of Lot Two (2), the West 71.0 feet of the North Half of Lot Seven (7), and the West 71.0 feet of Lot Eight (8), Block Two (2), Division Four (4), lands of the Fairhope Single Tax Corporation in the City of Fairhope, Alabama, being approximately 81 feet by 99 feet, as recorded in Misc. Book 1, Pages 320-21, Probate Records, Baldwin County, Alabama, Frac'l Section 17, Township 6 South, Range 2 East.

46-03-37-0-007-068.503

WHEREAS, HOUSTON HOLDINGS OF FL, LLC is the leasehold owner of certain property, commonly known as 406 Oak Avenue, Fairhope, Alabama, 36532, and more particularly described as follows:

The East 61 feet of Lot Eight (8) and the East 61 feet of the North Half of Lot Seven (7), Block Two (2), Division Four (4), lands of the Fairhope Single Tax Corporation in the City of Fairhope, Alabama, being approximately 61 feet by 99 feet, as recorded in Misc. Book 1, Pages 320-21, Probate Records, Baldwin County, Alabama, Frac'l Section 17, Township 6 South, Range 2 East.

46-03-37-0-007-068.513

NOW, THEREFORE, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and the covenants

and agreements contained herein, PETER F. SIKOROWSKI & LAURIE S. SIKOROWSKI and HOUSTON HOLDINGS OF FL, LLC, being the leasehold owners of 404 Oak Avenue and 406 Oak Avenue, as described above, do hereby agree and bind themselves and their heirs or assigns as follows:

1. There currently exists a 20-foot Easement for ingress and egress, for the benefit of 404 Oak Avenue, across the South 20 feet of 406 Oak Avenue, the Easement more particularly described as follows:

The South 20 feet of the East 61 feet of the North Half of Lot Seven (7), Block Two (2), Division Four (4), lands of the Fairhope Single Tax Corporation in the City of Fairhope, Alabama, as recorded in Misc. Book 1, Pages 320-21, Probate Records, Baldwin County, Alabama, Frac'l Section 17, Township 6 South, Range 2 East.

2. The terms and conditions of this easement agreement may be amended, from time to time, upon the joint agreement of the owners of 404 Oak Avenue and 406 Oak Avenue. Any amendment shall be in writing and recorded in the Office of the Judge of Probate of Baldwin County, Alabama.

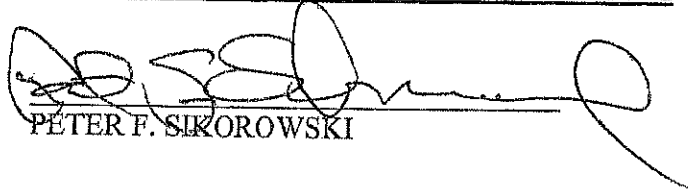
3. This easement agreement shall be deemed to be a covenant running with the land and any future leasehold owners of 404 Oak Avenue and 406 Oak Avenue shall be bound by the terms and conditions of this agreement.

4. This easement agreement is subject to the terms and conditions of the 99-year ground lease issued to each leasehold owner by the FSTC and by the laws of the State of Alabama.

5. The FSTC does hereby join in this agreement for the purpose of acknowledging the terms and conditions of this agreement and no more.

IN WITNESS WHEREOF, we have hereto set our hands and seals on this the 22 day of NOV, 2021.

LEASEHOLD OWNERS OF 404 OAK AVENUE


PETER F. SIKOROWSKI

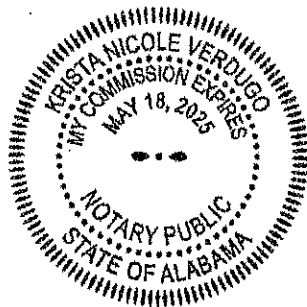
STATE OF ALABAMA)
BALDWIN COUNTY)

I, Nicole Verdugo, A Notary Public, in and for said County in said State, hereby certify that PETER F. SIKOROWSKI, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this 22 day of NOV, 2021.

Nicole Verdugo
Notary Public

My Commission Expires: 5-18-25



LEASEHOLD OWNERS OF 404 OAK AVENUE

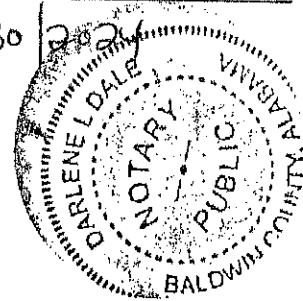
Laurie S. Sikorowski
LAURIE S. SIKOROWSKI

STATE OF ALABAMA
BALDWIN COUNTY


I, Darlene L. Dale, A Notary Public, in and for said County in said State, hereby certify that LAURIE S. SIKOROWSKI, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand this 22nd day of November, 2021.

Darlene L. Dale
Notary Public



LEASEHOLD OWNER OF 406 OAK AVENUE

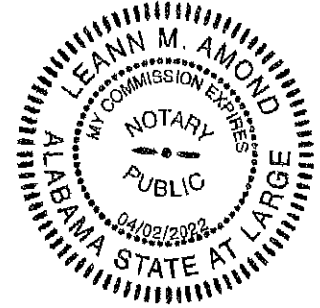

HOUSTON HOLDINGS OF FL, LLC
BY: HENRY A. WISE, IV
AS ITS: *Manager*

STATE OF ALABAMA)
BALDWIN COUNTY)

I, LeAnn M. Ammond, A Notary Public, in and for
said County in said State, hereby certify that HENRY A. WISE, IV, as
Manager for HOUSTON HOLDINGS OF FL, LLC, and with full
authority to act, whose name is signed to the foregoing instrument and who is known to me,
acknowledged before me on this day that, being informed of the contents of the instrument, he
executed the same voluntarily on the day the same bears date.

Given under my hand this 2nd day of December, 2021.

LeAnn M. Ammond
Notary Public



FAIRHOPE SINGLE TAX CORPORATION

Lee Turner

By: Lee Turner
Its: President

STATE OF ALABAMA
BALDWIN COUNTY

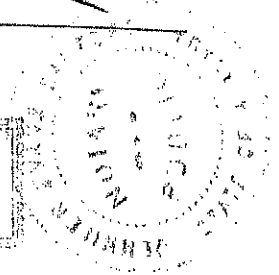
I, Jennifer Evans Sanford

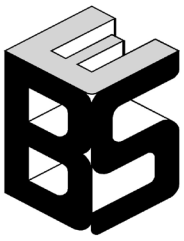
, A Notary Public, in and for said County in said State, hereby certify that FAIRHOPE SINGLE TAX CORPORATION by and through LEE TURNER as its PRESIDENT, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this 30th day of November, 2021.

Jennifer Evans Sanford
Notary Public

THIS INSTRUMENT PREPARED BY:
Benton & Lipscomb
200 Fairhope Ave
Fairhope, AL 36532
251-928-0282





June 6, 2022

Mr. Richard Johnson, PE
City of Fairhope
555 S. Section Street
Fairhope, Alabama 36532

RE: **404 Oak Avenue MOP – Drainage Narrative**

Dear Mr. Johnson:

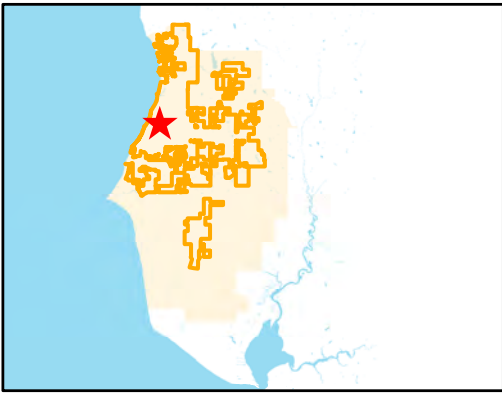
A Multiple Occupancy Project is proposed at the existing residence at 404 Oak Avenue which is located in the southwest quadrant of the intersection of Oak Avenue and North Bancroft Street. The site slopes toward the northeast with existing inlets on the north side of Oak Avenue and the east side of Bancroft Street. Bancroft Street has a significant northward slope beyond Oak Avenue where any runoff will enter a natural drainage feature that drains to Mobile Bay.

The existing residence is located on multiple parcels and has an existing driveway with aggregate parking. The project consists of renovating the existing residence to provide for residential and commercial uses. No changes to the foot print of the structure or grading of the site are proposed as part of this project that would alter the existing runoff flow pattern.

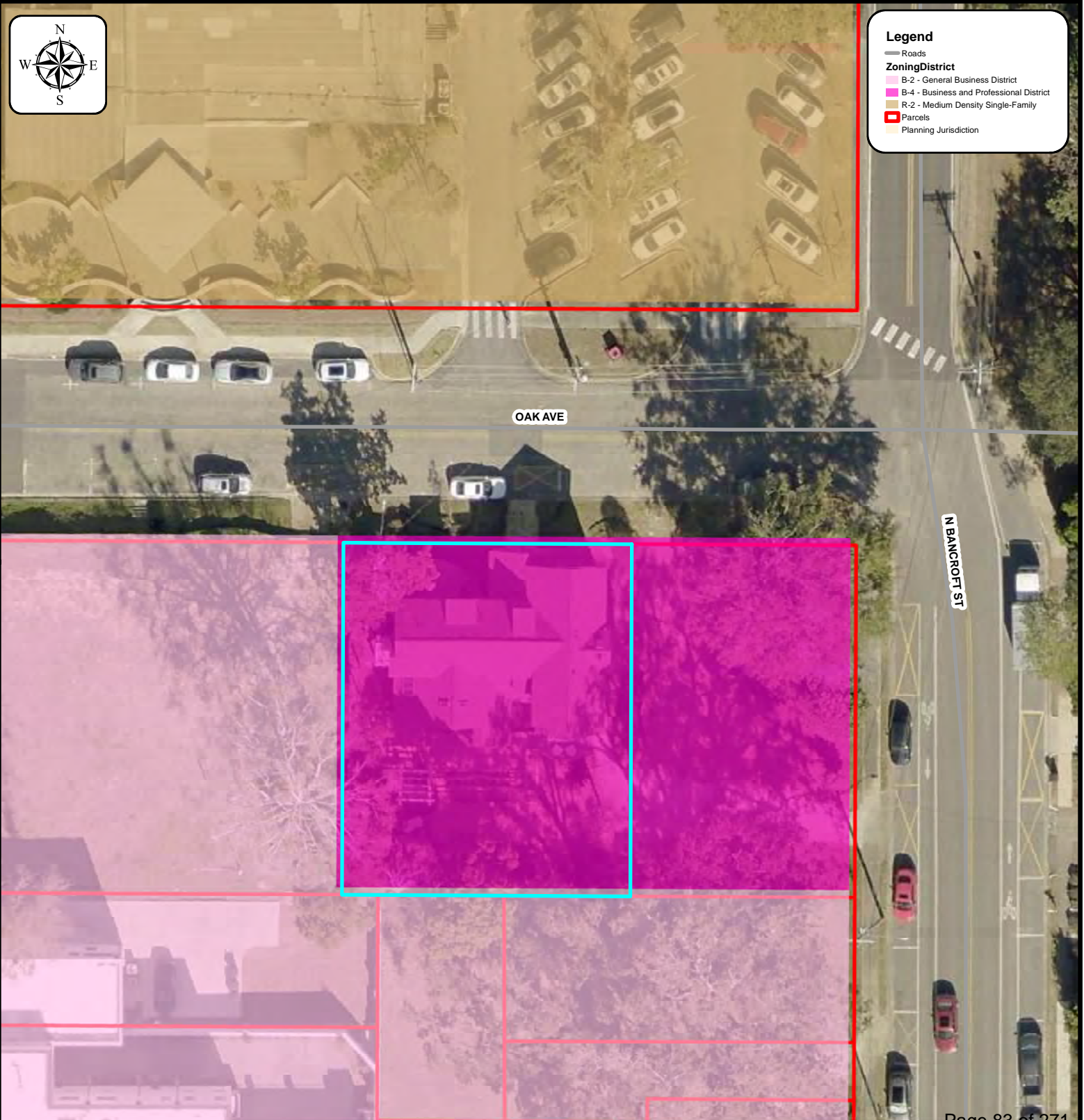
Sincerely,

A handwritten signature in black ink, appearing to read 'David M. Shumer'.

David M. Shumer, P.E.
AL P.E. #24109



**Exhibit A:
404 Oak Avenue, Rezone: B-4 to B-2
(ZC 23.06)**





CITY OF FAIRHOPE
AGENDA MEMORANDUM

FROM:	Mike Jeffries
SUBJECT:	Public improvements indicated herein for Longbranch are hereby accepted for public maintenance.
AGENDA DATE:	November 27, 2023

RECOMMENDED ACTION:

That the public improvements indicated herein for Longbranch are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Sherry Sullivan to execute the Maintenance and Guaranty Agreement between the City of Fairhope and Dilworth Development.

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
		\$___	\$___	(\$___)

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up:

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

RESOLUTION NO. _____

WHEREAS, the Owners of Longbranch desire to have all public streets and public right-of-ways dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Slide 2907-F, and all Fairhope public utilities located in public right-of-ways accepted for maintenance by the City of Fairhope, Alabama, and;

WHEREAS, the City of Fairhope, Alabama, has received notice from the engineers of the project that the design and capacity of the public improvements have been designed in conformance with City requirements, and;

WHEREAS, the Public Works Director has indicated that the improvements meet City requirements, and;

WHEREAS, the City of Fairhope, Alabama, has received from the owners of Longbranch, maintenance bonds for the public improvements constructed for a period of 2 years, and;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA that the public improvements indicated herein for Longbranch are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Sherry Sullivan to execute the Maintenance and Guaranty Agreement between the City of Fairhope and Dilworth Development (the “Subdivider”).

BE IT FURTHER RESOLVED this resolution of acceptance shall not obligate the City of Fairhope to maintain any utility or drainage facilities outside the limits of the right-of-way of the public streets, or any irrigation systems installed within the right-of-way of public streets, whether or not such may be located within dedicated easements in any of these developments.

Adopted this 27th day of November, 2023

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

MAINTENANCE AND GUARANTY AGREEMENT

THIS MAINTENANCE AND GUARANTY AGREEMENT (this "Agreement") is made and entered into by and between DILWORTH DEVELOPMENT, INC. [insert name of developer as shown on the final subdivision plat] (the "Subdivider"), and the City of Fairhope, Alabama (the "City of Fairhope") (the "City") (the Subdivider, and the City are sometimes hereinafter referred to singularly as a "Party" and collectively as the "Parties"), on the following recitals, terms, and conditions:

WHEREAS, the Subdivider is the developer of Longbranch (the "Subdivision"), which Subdivision is recorded as Instrument Number 2084428 in the records of the Office of the Judge of Probate of Baldwin County, Alabama;

WHEREAS, it is contemplated that prior to the City accepting for maintenance those certain items set forth on Exhibit "A" attached hereto (the "Improvements"), the Subdivider will be responsible for maintaining the Improvements for a period of two (2) years (the "Maintenance Period") from and after the Effective Date (hereinafter defined), and that the Improvements will be free from defects arising during the Maintenance Period, or thereafter in certain circumstances as specified in this this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Recitals. The above recitals shall be included as part of this Agreement as necessary contingencies and as if fully set forth herein.

2. Maintenance and Guaranty of Improvements. The Subdivider shall maintain the Improvements during the Maintenance Period and shall keep the Improvements in good and working order, normal wear and tear excepted. The Subdivider hereby guarantees and warrants the Improvements and the workmanship associated with the construction and installation of the Improvements until the expiration of the Maintenance Period, and thereafter as specified below. In the event any defect in the Improvements and/or the workmanship associated with the construction and installation of the Improvements (a "Defect") arises, in whole or in part, during the Maintenance Period, the Subdivider shall be responsible correcting the same. During the Maintenance Period the Subdivider shall monitor and inspect the Improvements and shall remedy any Defect of which it in any manner becomes aware within ten days of becoming so aware, except that in the event a Defect is not capable of being remedied within said ten-day period, the Subdivider shall have such time as is reasonably necessary to remedy such Defect so long as the Subdivider has commenced its remedial efforts within such ten-day period and pursues completion of such remedial efforts with due diligence. Not less than 30 days or more than 60 days before expiration of the Maintenance Period the Subdivider shall schedule with the City's Building Official, or his designee, a joint inspection of the Improvements by the Subdivider and City. The City will give the Subdivider a Notice of Defects identified as a result of such inspection within 15 days of the inspection. Any and all Defect(s) so identified by the City shall be remedied by the Subdivider within ten days of the Notice of Defects, except that in

the event a Defect is not capable of being remedied within said ten-day period, the Subdivider shall have such time as is reasonably necessary to remedy such Defect so long as the Subdivider has commenced its remedial efforts within such ten-day period and pursues completion of such remedial efforts with due diligence. However, any and all Defects identified by the City shall be completely remedied, to the complete satisfaction of the City, prior to acceptance of the Improvements by the City. Additionally, in the event other Defects arise after expiration of the Maintenance Period, but prior to all Defects identified by the City in the Notice of Defects being completely remedied by the Subdivider, the Subdivider shall be responsible for remedying such other Defect(s), in like manner as set forth above, prior to the City accepting the Improvements. It is the intent of this Agreement that there be no Defect(s) in the Improvements at the time the City accepts the same.

3. Financial Guaranty of Performance. As a condition to the City agreeing to enter into this Agreement, the Subdivider shall provide the City with an acceptable surety/financial guarantee of the payment and performance of its obligations hereunder (the "Guaranty"). The Guaranty shall be provided by a surety and shall be in a form that is acceptable to the City in its sole and absolute discretion and shall be in an amount of \$ \$212,766.06. In the event the foregoing condition precedent is not satisfied within thirty (30) days of the Effective Date, the obligation of the City to accept the Improvements for maintenance under Section 4 hereof shall terminate and be of no further force or effect.

4. City to Accept Improvements for Maintenance. Upon expiration of the Maintenance Period, and provided that the Subdivider has fully performed under this Agreement, the City shall accept maintenance of the Improvements.

5. Failure to Perform. In the event the Subdivider shall fail in whole or in part to perform any term, covenant or condition of this Agreement or in the event of a Defect (a "Default"), the City may issue a written notice of default to the Subdivider (a "Notice of Default"). If the Subdivider has not cured the Default within ten (10) days of its receipt of the Notice of Default, the City shall have the right to take any or all of the following actions:

- (a) complete/remedy any Default, including, without limitation, the right to cure any Defect, at the sole cost and expense of the Subdivider;
- (b) call on or otherwise exercise its rights under the Guaranty; and/or
- (c) exercise any other right or remedy available to the City at law or in equity, including the right to pursue and obtain specific performance.

In the event the City exercises any of the foregoing rights and expends any funds in connection therewith, the Subdivider shall reimburse the City for any such expended funds within ten (10) days of demand for such funds by the City. Any funds not so reimbursed by the Subdivider within said ten (10) day period shall thereafter accrue interest at the rate of twelve percent (12%) per annum.

6. Legal Compliance. The Subdivider shall, at its own expense, comply with all applicable laws, ordinances, regulations, rules and orders, whether federal, state or local, or any regulation of any governmental body having jurisdiction over the Subdivision or the Subdivider with respect to the maintenance and repair of the Improvements, regardless of when they become effective. The Subdivider shall not use, nor permit the use of the Improvements for any purpose in violation of such laws, regulations, rules or orders. The Subdivider represents and warrants to the City that the Subdivider is acting with full and legal authority with respect to the Improvements.

7. Indemnification. The Subdivider shall indemnify, defend and hold harmless the City and its affiliates, elected officials, employees, agents, representatives, contractors, subcontractors, licensees and invitees from and against any and all claims, violations of law, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, arising out of or otherwise related to any approval or activity conducted by, or any act or omission of, the Subdivider made or taken pursuant to this Agreement.

8. Responsibility For Agents. The Subdivider shall be responsible for compliance by its engineers, architects, contractors, subcontractors, employees, agents, and representatives (collectively, the "Representatives") with the terms of this Agreement and for all acts or omissions by any or all of the Representatives relating to the obligations of the Subdivider herein.

9. No Assignment. The Subdivider shall not have the right to assign this Agreement or any rights or obligations hereunder without the City's prior written consent, which consent may be withheld in the sole and absolute discretion of the City. Any attempted assignment shall be void. No assignment shall relieve the Subdivider of its liabilities and obligations herein.

10. Agency. It is neither the express nor the implied intent of the Parties to create an agency relationship pursuant to this Agreement; therefore, any actions of the Parties shall not be considered or implied to create such agency.

11. No Waiver. The failure of the City to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

12. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties with respect to the construction of the Improvements and there are no further or prior agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof.

13. No Endorsement. The City in no way whatsoever is deemed to have approved, provided, given, or allowed to be given any authorization, endorsement, approval, or consent of the business practices, actions or behavior of the Subdivider. This Agreement, and/or the procedures approving the same, is no way to be considered as a substitute for any regulations,

procedure or other requirement of the City. It is the sole responsibility of the Subdivider to comply or to ensure its own compliance with any local, state, or federal law or regulation.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflicts of law principles.

15. Attorney's Fees. In the event the City initiates litigation or any other legal proceeding for purposes of enforcing its rights, duties and obligations hereunder and is the prevailing party in any such litigation or other legal proceeding, the City shall be entitled to the recovery of its attorney's fees in addition to any other remedy provided hereunder.


16. Counterparts. This Agreement may be executed in one or more counterparts and by the different parties hereto under separate counterparts, any one of which need not contain the signatures of more than one party, but all of which when taken together shall constitute one and the same instrument notwithstanding that all parties have not signed the same counterpart hereof.

17. Headings. The section headings contained in this Agreement are inserted as a matter of convenience and shall not affect in any way the construction of the terms of this Agreement.

18. Effective Date. As used herein, the term "Effective Date" means the date of execution of this Agreement by the Mayor of the City as set forth below.

IN WITNESS WHEREOF, the Parties, having full authority to do so, have fully executed this Agreement by and through their respective duly authorized representatives as of the last date of execution below.

[Insert Name of Subdivider]

By: 
Name: MICHAEL PHWORATH
As Its: PRESIDENT
Date: 11.06.2023

THE CITY OF FAIRHOPE, ALABAMA

By: _____

As Its Mayor
Date: _____

ATTEST:

, City Clerk

EXHIBIT "A"
The Improvements

[Insert description of all improvements subject to City maintenance]

LONGBRANCH

All roadways, storm drain system, water system and sewer system infrastructure installed within the rights of way within the subdivision, see attached unit price bond estimate.

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GRADING & DRAINAGE					
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4	36" REINFORCED CONCRETE PIPE, CLASS 3	LF	315.00	74.15	23,357.25
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12	LEVEL SPREADER (RIP-RAP STILLING BASIN)	TON	1.00	5,000.00	5,000.00
SUB-TOTAL GRADING & DRAINAGE:					\$ 158,472.30
ROADWAYS					
13	BITUMINOUS CONCRETE BINDER LAYER, ALDOT 424-B, 165 LBS/SY	SY	4,607.00	10.20	46,991.40
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Maintenance and Guarantee Agreement

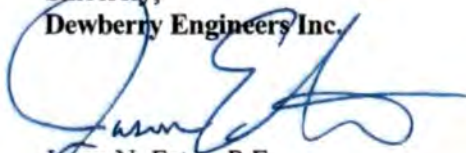
Exhibit A

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48	6' MEGALUGS	EA	4.00	202.71	810.84
49	3" MEGALUGS	EA	6.00	182.76	1,096.56
50	3" MJ GATE VALVE	LS	2.00	812.00	1,624.00
51	3" PVC SEWER FORCE MAIN	LS	480.00	17.26	8,284.80
SUB-TOTAL SEWER SYSTEM:					\$ 122,144.91
ORIGINAL CONTRACT TOTAL:					\$ 709,220.21

I certify the above estimate to be true and correct to the best of my knowledge.

The City of Fairhope requires a 2 year maintenance \$709,220.21 Bond A at 30% = **\$ 212,766.06.**

Sincerely,
Dewberry Engineers Inc.



Jason N. Estes, P.E.
Associate Vice President
Business Unit Manager



SEAL

JB/db

MAINTENANCE BOND

USE BLACK INK ONLY

SURETY'S BOND NUMBER

GRAL59162

The **PRINCIPAL** (Name and address of Contractor as appear in the Construction Contract)

Dilworth Development, Inc.
2124 Moores Mill Rd, Ste 130A
Auburn, AL 36830

The **SURETY** (Name and Principal Place of Business)

Granite Re, Inc.
14001 Quailbrook Drive
Oklahoma City, OK 73134



The **CITY**

City of Fairhope, Alabama
Attn: Planning and Zoning Director
555 South Section Street
Fairhope, Alabama 36532

The **PENAL SUM** of this Bond: Two Hundred Twelve Thousand Seven Hundred Sixty-Six and 06 /100 Dollars (\$ 212,766.06).

Name and date of the **CONTRACT**: Maintenance and Guaranty Agreement dated TBD, 20 23

The **PROJECT**: Longbranch Subdivision

1. **WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY**, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the City in the Penal Sum stated above for the performance of the Contract, which is incorporated herein by reference. If the Contractor performs the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
2. Whenever the Contractor fails to perform any term or condition or other obligation of the Contract, the City, acting through any agent of the City, shall have the right to give the Contractor and the Surety, at their addresses stated above, a written Notice to Default.
3. The Surety's obligation under this Bond becomes effective after the Surety's receipt of a Notice of Default. Upon the Surety's receipt of a Notice of Default, the Surety shall, at its expense:

- (a) Immediately take charge of the work required of the Contractor by the Contract (the "Work") and be responsible for the safety, security, and protection of the Work, including materials and equipment stored on and off the Project site, and
 - (b) Within fourteen (14) days after the Surety's receipt of the Notice of Default, proceed, or provide the City with written verification that satisfactory positive action is in process to facilitate proceeding promptly, to complete the Work in accordance with the Contract, either with the Surety's resources or through a contract between the Surety and a qualified contractor to whom the City has no reasonable objection.
- 4. The Surety shall neither require, nor be entitled to, any agreements or conditions other than those of this Bond and the Contract. In taking charge of and completing the Work, the Surety shall assume all rights and obligations of the Contractor under the Contract. The presence or possibility of a claim by the Surety against the Contractor shall not be just cause for the Surety to fail or refuse to promptly take charge of and complete the Work.
- 5. Nothing contained in this Bond shall be construed to mean that the Surety shall be liable to the City for an amount exceeding the Penal Sum of this Bond, except in the event that the Surety should be in default under the Bond by failing or refusing to take charge of and complete the Work pursuant to Paragraph 3. If the Surety should fail or refuse to take charge of and complete the Work, the City shall have the authority to take charge of and complete the Work, or have it completed, and the following costs to the City shall be recoverable under this Bond:
 - (a) the cost of completing the Contractor's responsibilities under the Contract, including correction of any defective work thereunder;
 - (b) additional design, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to completing the Work;
 - (c) interest on, and the cost of obtaining, funds to necessary to cover the costs of completing the Work; and
 - (d) additional design, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to ascertaining and collecting the City's losses under the Bond.
- 6. This Bond and the rights and duties of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Alabama without regard to its conflicts of law principles.

[Remainder of Page Intentionally Left Blank]



SIGNED AND SEALED this 9th day of June, 2023.

ATTEST:

CONTRACTOR as PRINCIPAL:

Dilworth Development, Inc.

By _____

Name and Title

Countersigned by
Alabama Resident Agent for Surety:

By Francis Ware

Francis Ware AL License #0453430

Name
4525 Executive Park Drive Suite 202
Montgomery, AL 36116 800-489-0105

Address

SURETY:

Granite Re, Inc.

By Francis Ware

Francis Ware, Attorney-in-Fact

Name and Title



MAINTENANCE AND GUARANTY AGREEMENT

THIS MAINTENANCE AND GUARANTY AGREEMENT (this "Agreement") is made and entered into by and between DILWORTH DEVELOPMENT, INC. [insert name of developer as shown on the final subdivision plat] (the "Subdivider"), and the City of Fairhope, Alabama (the "City of Fairhope") (the "City") (the Subdivider, and the City are sometimes hereinafter referred to singularly as a "Party" and collectively as the "Parties"), on the following recitals, terms, and conditions:

WHEREAS, the Subdivider is the developer of Longbranch (the "Subdivision"), which Subdivision is recorded as Instrument Number 2084428 in the records of the Office of the Judge of Probate of Baldwin County, Alabama;

WHEREAS, it is contemplated that prior to the City accepting for maintenance those certain items set forth on Exhibit "A" attached hereto (the "Improvements"), the Subdivider will be responsible for maintaining the Improvements for a period of two (2) years (the "Maintenance Period") from and after the Effective Date (hereinafter defined), and that the Improvements will be free from defects arising during the Maintenance Period, or thereafter in certain circumstances as specified in this this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Recitals. The above recitals shall be included as part of this Agreement as necessary contingencies and as if fully set forth herein.

2. Maintenance and Guaranty of Improvements. The Subdivider shall maintain the Improvements during the Maintenance Period and shall keep the Improvements in good and working order, normal wear and tear excepted. The Subdivider hereby guarantees and warrants the Improvements and the workmanship associated with the construction and installation of the Improvements until the expiration of the Maintenance Period, and thereafter as specified below. In the event any defect in the Improvements and/or the workmanship associated with the construction and installation of the Improvements (a "Defect") arises, in whole or in part, during the Maintenance Period, the Subdivider shall be responsible correcting the same. During the Maintenance Period the Subdivider shall monitor and inspect the Improvements and shall remedy any Defect of which it in any manner becomes aware within ten days of becoming so aware, except that in the event a Defect is not capable of being remedied within said ten-day period, the Subdivider shall have such time as is reasonably necessary to remedy such Defect so long as the Subdivider has commenced its remedial efforts within such ten-day period and pursues completion of such remedial efforts with due diligence. Not less than 30 days or more than 60 days before expiration of the Maintenance Period the Subdivider shall schedule with the City's Building Official, or his designee, a joint inspection of the Improvements by the Subdivider and City. The City will give the Subdivider a Notice of Defects identified as a result of such inspection within 15 days of the inspection. Any and all Defect(s) so identified by the City shall be remedied by the Subdivider within ten days of the Notice of Defects, except that in

the event a Defect is not capable of being remedied within said ten-day period, the Subdivider shall have such time as is reasonably necessary to remedy such Defect so long as the Subdivider has commenced its remedial efforts within such ten-day period and pursues completion of such remedial efforts with due diligence. However, any and all Defects identified by the City shall be completely remedied, to the complete satisfaction of the City, prior to acceptance of the Improvements by the City. Additionally, in the event other Defects arise after expiration of the Maintenance Period, but prior to all Defects identified by the City in the Notice of Defects being completely remedied by the Subdivider, the Subdivider shall be responsible for remedying such other Defect(s), in like manner as set forth above, prior to the City accepting the Improvements. It is the intent of this Agreement that there be no Defect(s) in the Improvements at the time the City accepts the same.

3. Financial Guaranty of Performance. As a condition to the City agreeing to enter into this Agreement, the Subdivider shall provide the City with an acceptable surety/financial guarantee of the payment and performance of its obligations hereunder (the "Guaranty"). The Guaranty shall be provided by a surety and shall be in a form that is acceptable to the City in its sole and absolute discretion and shall be in an amount of \$ \$212,766.06. In the event the foregoing condition precedent is not satisfied within thirty (30) days of the Effective Date, the obligation of the City to accept the Improvements for maintenance under Section 4 hereof shall terminate and be of no further force or effect.

4. City to Accept Improvements for Maintenance. Upon expiration of the Maintenance Period, and provided that the Subdivider has fully performed under this Agreement, the City shall accept maintenance of the Improvements.

5. Failure to Perform. In the event the Subdivider shall fail in whole or in part to perform any term, covenant or condition of this Agreement or in the event of a Defect (a "Default"), the City may issue a written notice of default to the Subdivider (a "Notice of Default"). If the Subdivider has not cured the Default within ten (10) days of its receipt of the Notice of Default, the City shall have the right to take any or all of the following actions:

- (a) complete/remedy any Default, including, without limitation, the right to cure any Defect, at the sole cost and expense of the Subdivider;
- (b) call on or otherwise exercise its rights under the Guaranty; and/or
- (c) exercise any other right or remedy available to the City at law or in equity, including the right to pursue and obtain specific performance.

In the event the City exercises any of the foregoing rights and expends any funds in connection therewith, the Subdivider shall reimburse the City for any such expended funds within ten (10) days of demand for such funds by the City. Any funds not so reimbursed by the Subdivider within said ten (10) day period shall thereafter accrue interest at the rate of twelve percent (12%) per annum.

6. Legal Compliance. The Subdivider shall, at its own expense, comply with all applicable laws, ordinances, regulations, rules and orders, whether federal, state or local, or any regulation of any governmental body having jurisdiction over the Subdivision or the Subdivider with respect to the maintenance and repair of the Improvements, regardless of when they become effective. The Subdivider shall not use, nor permit the use of the Improvements for any purpose in violation of such laws, regulations, rules or orders. The Subdivider represents and warrants to the City that the Subdivider is acting with full and legal authority with respect to the Improvements.

7. Indemnification. The Subdivider shall indemnify, defend and hold harmless the City and its affiliates, elected officials, employees, agents, representatives, contractors, subcontractors, licensees and invitees from and against any and all claims, violations of law, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, arising out of or otherwise related to any approval or activity conducted by, or any act or omission of, the Subdivider made or taken pursuant to this Agreement.

8. Responsibility For Agents. The Subdivider shall be responsible for compliance by its engineers, architects, contractors, subcontractors, employees, agents, and representatives (collectively, the "Representatives") with the terms of this Agreement and for all acts or omissions by any or all of the Representatives relating to the obligations of the Subdivider herein.

9. No Assignment. The Subdivider shall not have the right to assign this Agreement or any rights or obligations hereunder without the City's prior written consent, which consent may be withheld in the sole and absolute discretion of the City. Any attempted assignment shall be void. No assignment shall relieve the Subdivider of its liabilities and obligations herein.

10. Agency. It is neither the express nor the implied intent of the Parties to create an agency relationship pursuant to this Agreement; therefore, any actions of the Parties shall not be considered or implied to create such agency.

11. No Waiver. The failure of the City to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

12. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties with respect to the construction of the Improvements and there are no further or prior agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof.

13. No Endorsement. The City in no way whatsoever is deemed to have approved, provided, given, or allowed to be given any authorization, endorsement, approval, or consent of the business practices, actions or behavior of the Subdivider. This Agreement, and/or the procedures approving the same, is no way to be considered as a substitute for any regulations,

procedure or other requirement of the City. It is the sole responsibility of the Subdivider to comply or to ensure its own compliance with any local, state, or federal law or regulation.

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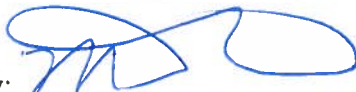
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IN WITNESS WHEREOF, the Parties, having full authority to do so, have fully executed this Agreement by and through their respective duly authorized representatives as of the last date of execution below.

[Insert Name of Subdivider]

By: 
Name: Michael Phworthy
As Its: PRESIDENT
Date: 11.06.2023

THE CITY OF FAIRHOPE, ALABAMA

By: _____
As Its Mayor
Date: _____

ATTEST:

, City Clerk

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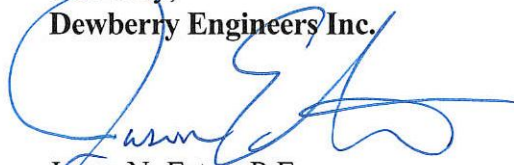
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47	6X3 PERMOX LINED TEE	EA	2.00	919.00	1,838.00
48	6" MEGALUGS	EA	4.00	202.71	810.84
49	3" MEGALUGS	EA	6.00	182.76	1,096.56
50	3" MJ GATE VALVE	LS	2.00	812.00	1,624.00
51	3" PVC SEWER FORCE MAIN	LS	480.00	17.26	8,284.80
SUB-TOTAL SEWER SYSTEM:					\$ 122,144.91
ORIGINAL CONTRACT TOTAL:					\$ 709,220.21

I certify the above estimate to be true and correct to the best of my knowledge.

The City of Fairhope requires a 2 year maintenance \$709,220.21 Bond A at 30% = **\$ 212,766.06.**

Sincerely,
Dewberry Engineers Inc.



Jason N. Estes, P.E.
 Associate Vice President
 Business Unit Manager



SEAL

JB/db



CITY OF FAIRHOPE
AGENDA MEMORANDUM

FROM:	Erin Wolfe
SUBJECT:	Rescind Bid No. 24-003 for Four (4) New 2023 Chevrolet Tahoes 2WD for the Police Department due to no bids received; and authorizes the City to solicit for informal bids in accordance with the Attorney General Opinion from 1969.
AGENDA DATE:	November 27, 2023

RECOMMENDED ACTION:

Rescind Bid No. 24-003 for Four (4) New 2023 Chevrolet Tahoes 2WD for the Police Department due to no bids received; and authorizes the City to solicit for informal bids in accordance with the Attorney General Opinion from 1969.

BACKGROUND INFORMATION:

The Police Department needs to procure four (4) Chevrolet Tahoe Patrol Vehicles or equivalent. Bid No. 24-003 Four (4) New 2023 Chevrolet Tahoes 2WD or Equivalent was issued on October 27, 2023, posted to the City of Fairhope's website, and viewed by 160 of 421 vendors who select to receive e-notifications. No bids were received at the bid opening on November 7, 2023 at 10:00 a.m.

Attorney General Opinion to Hon. L. R. Driggers, November 25, 1969 states that if the awarding authority advertises for bid and receives none, the price may be negotiated with any contractor without advertising for bids a second time.

The Chief of Police, Stephanie Hollinghead, recommends that the City rescind Bid No. 24-003 Four (4) New 2023 Chevrolet Tahoes 2WD or Equivalent and solicit informal bids.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
		\$___	\$___	(\$___)

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up:

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

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 Four (4) New 2023 Chevrolet Tahoes 2WD for the Police Department (Bid Number 24-003) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama; and

[2] On October 27, 2023 when bids were to be received and opened, no bids were received; therefore, it is desirous that Bid Number 24-003 be rescinded and to authorize the City to solicit for informal bids in accordance with Attorney General Opinion from 1969 that states “if the awarding authority advertises for bids and none are received, the price may be negotiated with any contractor without advertising for bids a second time.”; and

[3] That the Governing Body of the City of Fairhope, Alabama, hereby rescinds Bid No. 24-003 for Four (4) New 2023 Chevrolet Tahoes 2WD for the Police Department due to no bids received; and authorizes the City to solicit for informal bids in accordance with the Attorney General Opinion from 1969.

Adopted on this 27th day of November, 2023

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



MEMO

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

From: _____
Erin Wolfe, Purchasing Manager

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

Date: November 15, 2023

Re: Requesting City Council to rescind Bid No. 24-003 Four (4) New 2023 Chevrolet Tahoes 2WD or Equivalent and authorize receipt of informal bids in accordance with Attorney General Opinion

The Police Department needs to procure four (4) Chevrolet Tahoe Patrol Vehicles or equivalent. Bid No. 24-003 Four (4) New 2023 Chevrolet Tahoes 2WD or Equivalent was issued on October 27, 2023, posted to the City of Fairhope's website, and viewed by 160 of 421 vendors who select to receive e-notifications. No bids were received at the bid opening on November 7, 2023 at 10:00 a.m.

Attorney General Opinion to Hon. L. R. Driggers, November 25, 1969 states that if the awarding authority advertises for bid and receives none, the price may be negotiated with any contractor without advertising for bids a second time

The Chief of Police, Stephanie Hollinghead, recommends that the City rescind Bid No 24-003 Four (4) New 2023 Chevrolet Tahoes 2WD or Equivalent and solicit informal bids.

Please place on the next available City Council Agenda this request to rescind Bid No. 24-003 Four (4) New 2023 Chevrolet Tahoes 2WD or Equivalent and authorize receipt of informal bids in accordance with Attorney General Opinion.

Enclosure

Cc: Stephanie Hollinghead, John Hamrick, Clint Steadham

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

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



CITY OF FAIRHOPE
AGENDA MEMORANDUM

FROM:	Stephanie Hollinghead, Chief
SUBJECT:	The Chief of Police, Stephanie Hollinghead, is requesting the extension of the contract for the nursing firm for RFQ PS23-006 Professional Healthcare Services for Fairhope City Jail.
AGENDA DATE:	November 27, 2023

RECOMMENDED ACTION:

To approve the contract extension for RFQ No. PS23-006 Professional Healthcare Services for the City Jail and authorize the Mayor to execute a contract extension with a not-to-exceed budgeted amount of Thirteen Thousand Dollars (\$13,000.00) annually.

BACKGROUND INFORMATION:

Bay Nursing has agreed to extend the contract with the same terms and conditions.

The rates would continue be:

Registered Nurse (Visit)	\$105.00
Registered Nurse (Hourly)	\$52.50

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
001150-51220	Jail Expense	\$13,000.00	\$13,000.00	(\$____)

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute a Contract for Extension No. 1 for (RFQ PS23-006) Professional Healthcare Services for the Fairhope City Jail with Bay Nursing, Inc. per the Terms and Conditions of the Original Contract with a not-to-exceed budgeted amount of \$13,000.00. This is the first option to renew of the two additional one-year terms.

DULY ADOPTED THIS 27TH DAY OF NOVEMBER, 2023

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 11/16/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve the Contract Extension No. 1 for RFQ No. PS23-006 Professional Healthcare Services for City Jail and Authorize Mayor to Execute Contract Extension

Project Location: City Jail

Presented to City Council: 11/27/2023

Resolution # :
Approved _____

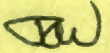
Funding Request Sponsor: Stephanie Hollinghead, Chief of Police

Changed _____

Rejected _____

Project Cash Requirement Requested:

Cost: \$ 13,000.00 Not-to-Exceed Amount (Annually)

NOV 16 '23 PM 4:31 

Vendor: Bay Nursing (Vendor #23940)

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 HR-17

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 001150-51220

G/L Acct Name: Jail Expense

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

Project Budgeted: \$ 13,000.00 Line 20

Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ -

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

Approve the Contract Extension No. 1 for RFQ PS23-006 for Healthcare Services for City Jail provided by Bay Nursing for the not-to-exceed amount of \$13,000.00 and authorize the Mayor to execute the contract extension. The initial contract term was approved by Council 11/28/22 as a one-year contract with option for renewal for two (2) additional years.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? 11/28/22 City Council Approved Initial Contract for RFQ PS23-006

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 11/14/2023

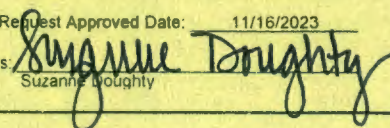
Purchasing Memo Date: 11/14/2023

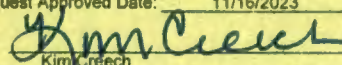
Delivered To Date: 11/16/2023

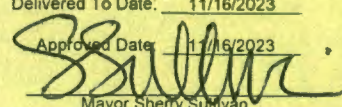
Request Approved Date: 11/16/2023

Request Approved Date: 11/16/2023

Approved Date: 11/16/2023

Signatures: 
Suzanne Doughty


Kim Creech


Mayor Sherry Sullivan



MEMO

To: Lisa Hanks, City Clerk
Kim Creech, Treasurer

From: Erin Wolfe, Purchasing Manager

Sherry Sullivan
Mayor

Date: November 15, 2023

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

Re: RFQ PS23-006 Professional Healthcare Services for the City Jail – Contract Extension No. 1

Lisa A. Hanks, MMC
City Clerk

The Chief of Police, Stephanie Hollinghead, is requesting the extension of the contract for the nursing firm for RFQ PS23-006 Professional Healthcare Services for Fairhope City Jail.

Kimberly Creech
Treasurer

Bay Nursing has agreed to extend the contract with the same terms and conditions.

The rates would continue be:
Registered Nurse (Visit) \$105.00
Registered Nurse (Hourly) \$52.50

Please place on the next available City Council Agenda this request for City Council to Approve the contract extension for RFQ No. PS23-006 Professional Healthcare Services for the City Jail and authorize the Mayor to execute a contract extension with a not-to-exceed budgeted amount of Thirteen Thousand Dollars (\$13,000.00) annually.

Cc: file, Stephanie Hologhead, Clint Steadham

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

251-928-2136 (p)

City of Fairhope

RFQ PS23-006

**Professional Healthcare Services for the City Jail
Contract Extension No. 1**

This EXTENSION NO.1 of CONTRACT ("Extension") is made this _____ day of _____, 2023, for the purpose of extending the agreement known as **RFQ PS23-006 Professional Healthcare Services for the City Jail**, dated **November 30, 2023**, ("Original Contract") between the **City of Fairhope** and **Bay Nursing, Inc.** (the "Parties").

1. Extension 1 of this agreement, which is attached hereto as a part of this Extension, is described below:

RFQ PS23-006 Professional Healthcare Services for the City Jail

and will end on **November 29, 2023 at midnight.**

2. The Parties agree to extend Extension 1 agreement for an additional period, which will begin immediately upon the expiration of the original time period **November 30, 2023** and will end on **November 29, 2024.**

3. This Extension binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties. All other terms and conditions of the Original Contract, including pricing, remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Extension as of the day and year first above written.

THE CITY OF FAIRHOPE, ALABAMA

ATTEST:

BY: **Sherry Sullivan, Mayor**

BY: **Lisa A. Hanks, MMC, City Clerk**

NOTARY FOR THE CITY

STATE OF ALABAMA}
COUNTY OF BALDWIN}

I, the undersigned authority in and for said State and County, hereby certify that **Sherry Sullivan** as Mayor of the City of Fairhope whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day, being informed of the contents of the document she executed the same voluntarily on the date of the same bears date.

Given under my hand and Notary Seal on this _____ day of _____, 2023.

Notary Public _____

My Commission Expires: _____

If Corporation, Partnership, or Joint Venture

Name of Corporation, Partnership, or Joint Venture

By: _____

Signature of Officer Authorized to Sign Bids
and Contracts for the Firm

Position or Title

Email Address

Business Mailing Address

City, State, Zip Code

General Contractor’s License Number

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

NOTARY

STATE OF _____ }

COUNTY OF _____ }

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

_____, as _____

Type or Print Name of Bid Signer Type or Print Bid Signer Title

Respectively, of _____

Type or Print Company Name

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

Given under my hand and Notary Seal on this _____ day of _____, 2023.

Notary Public _____

My Commission Expires _____



**CITY OF FAIRHOPE
AGENDA MEMORANDUM**

FROM:	Chris Ellis, Fire Chief
SUBJECT:	Declaring Surplus personal property (Engine 911) purchased by the City of Fairhope, Alabama for the "FVFD", described in Section 1. above, by selling such property to Sandcut Volunteer Fire Department in Conecuh County, Alabama for \$1.00.
AGENDA DATE:	November 27, 2023

RECOMMENDED ACTION:

That Engine 911 is hereby declared surplus; and the Fairhope Volunteer Fire Department ("FVFD") is authorized and directed to dispose of the personal property purchased by the City of Fairhope, Alabama for the "FVFD", described in Section 1. above, by selling such property to Sandcut Volunteer Fire Department in Conecuh County, Alabama for \$1.00.

BACKGROUND INFORMATION:

They are a fire department in Conecuh County that is in need of a reliable Engine.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
		\$ ____	\$ ____	(\$ ____)

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up:

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

RESOLUTION NO. ____

WHEREAS, the City of Fairhope, Alabama, has a certain item of personal property which is no longer needed for public or municipal purposes; and

WHEREAS, Section 11-43-56 of the Code of Alabama of 1975 authorizes the municipal governing body to dispose of unneeded personal property;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FAIRHOPE, ALABAMA, AS FOLLOWS:

SECTION 1. That the following personal property owned by the City of Fairhope, Alabama, is not needed for public or municipal purposes, and hereby declared surplus:

Engine 911 (City Vehicle 01214 VIN#46JPBAA82K1002837)

SECTION 2. That the Fairhope Volunteer Fire Department (“FVFD”) is hereby authorized and directed to dispose of the personal property (Engine 911) purchased by the City of Fairhope, Alabama for the “FVFD”, described in Section 1, above, by selling such property to Sandcut Volunteer Fire Department in Conecuh County, Alabama for \$1.00.

ADOPTED AND APPROVED THIS 27TH DAY OF NOVEMBER, 2023

Corey Martin, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Lisa A. Hanks, MMC

From: Fire Chief
Sent: Wednesday, November 15, 2023 1:40 PM
To: Lisa A. Hanks, MMC
Subject: Council Meeting Item
Attachments: Sandcut VFD.pdf

Good afternoon Lisa,

I have an item to be put on the next available Council Meeting agenda. The Fire Department would like permission to sell Engine 911 (City Vehicle 01214 Vin# 46JPBAA82K1002837) to Sandcut VFD for \$1. They are a fire department in Conecuh County that is in need of a reliable Engine. I've attached a letter from their fire chief to be included in the Council Members packets. If there are any questions please contact myself or Tim Bung.

Respectfully,
Chris Ellis
Fire Chief
Fairhope Volunteer
Fire Department

Sandcut VFD

My name is Ty McFerrin, and I am the Fire Chief of Sandcut VFD in Conecuh County, Alabama. I was voted in as Fire Chief in January of 2023, and since then, I have focussed primarily on 2 things: Getting my members more training, and trying to replace some of our older, outdated and worn-out equipment.

Because we only get around \$20,000 each year from our county to operate on, replacing old equipment has been particularly challenging. We currently have two engines, a 1976 Pierce with a 500 gallon tank (Engine #2), and our primary Engine, a 1985 E1 with a 1500 gallon tank (Engine #1). Our Engine #1 is currently in the shop due to an overheating issue, and we don't yet know how long it will be out of service, or how much it will cost to repair. Currently neither one of our engines will pass a pump test, which is a serious concern as we are preparing for our next ISO inspection in the coming year. We are hoping that the repairs being made to our Engine #1 will enable it to pass a pump test when we get it back, but this is not guaranteed.

To complicate matters, we have very limited usable equipment, and are struggling to meet ISO standards for minimum equipment on just one of our Engines, because we don't currently have the funds to fully-equip both trucks. We have been blessed to receive some used equipment from some neighboring departments, and just recently purchased 4 refurbished air packs and 8 refurbished bottles, as we did not have any that were usable.

Receiving this truck would allow us to focus our efforts on acquiring new equipment while knowing that we have an Engine that we could depend on to work properly during an emergency, and pass a pump test for ISO. On behalf of Sandcut VFD, I would like to thank you for considering us as a recipient for the donation of your truck. I greatly appreciate any help we can get.

Thank you again,

Ty McFerrin
Fire Chief, Sandcut VFD
Sandcut, AL



CITY OF FAIRHOPE
AGENDA MEMORANDUM

FROM:	
SUBJECT:	The Fire Maintenance Supervisor, John Saraceno, is requesting procurement of new Lucas 3 v3.1 Chest Compression System.
AGENDA DATE:	November 27, 2023

RECOMMENDED ACTION:

To approve the sole source procurement of a New Lucas 3 v3.1 Chest Compression System for \$19,151.97.

BACKGROUND INFORMATION:

The Lucas 3 v3.1 Chest Compression System will include: hard shell case, slim back plate, (2) patient straps, (1) stabilization strap, (2) suction cups, (1) rechargeable battery and instructions for \$16,412.30. Additionally, the following items would cost: Lucas desk-top battery charger \$1,275.10, Lucas External Power Supply \$403.44, Lucas 3 Battery – Rechargeable LiPo \$758.50, and freight/shipping \$302.63. The total cost would be Nineteen Thousand One Hundred Fifty-One Dollars and Ninety-Seven Cents (\$19,151.97).

This Lucas Shest Compression System is a sole source item from Stryker and therefore does not have to be let out for bid.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
001200-50470	Fire-Purchases & Vehicles	\$22,000.00	\$19,151.97	\$2,848.03

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

RESOLUTION NO. _____

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

[1] That the City of Fairhope approves the Procurement of one (1) Lucas 3 v3.1 Chest Compression System from Stryker Sales Corporation as Sole Source Provider for a not-to-exceed amount of \$19,151.97; and authorizes the Procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13).

ADOPTED ON THIS 27TH DAY OF NOVEMBER, 2023

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 11/16/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve the Procurement of Lucas 3 v3.1 Chest Compression System

Project Location: Fairhope Volunteer Fire Dept.

Presented to City Council: 11/27/2023

Funding Request Sponsor: John Saraceno, Fire Maintenance Supervisor

Resolution # :
Approved _____

Changed _____

Rejected _____

NOV 16 '23 PM4:31 *JW*

Project Cash Requirement Requested:

Cost: \$ 19,151.97 Not-to-exceed Amount

\$ _____

Vendor: Stryker Sales Corporation (Vendor #6354)

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 Landsc-36
Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Manna-34 Plan/Zone-12 Street-35 Meter-19 IT-16
Adult Rec-30 HR-17

Project will be

Expensed
Capitalized XXX
Inventoried

Funding Source:

Operating Expenses
Budgeted Capital XXX
Unfunded

Expense Code: 001200-50470
G/L Acct Name: Fire - Purchases & Vehicles

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

Project Budgeted: \$ 19,151.97 Line 40
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ -

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

Capital Lease: _____ - Payment _____ Term _____

Approve the procurement of the Lucas Chest Compression System from the sole-source provider, Stryker Sales Corporation, for the not-to-exceed amount of \$19,151.97.

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 11/14/2023

Purchasing Memo Date: 11/14/2023

Delivered To Date: 11/16/2023

Request Approved Date: 11/16/2023

Request Approved Date: 11/16/2023

Approved Date: 11/16/2023

Signatures: *Suzanne Dougherty*
Suzanne Dougherty

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: **Suzanne Doughty, Senior Accountant**
Kimberly Creech, Treasurer

From: 
Erin Wolfe, Purchasing Manager

Date: November 14, 2023

Re: **Green Sheet and City Council Approval of Procurement of a New
Lucas 3 v3.1 Chest Compression System**

The Fire Maintenance Supervisor, John Saraceno, is requesting procurement of new Lucas 3 v3.1 Chest Compression System.

The Lucas 3 v3.1 Chest Compression System will include: hard shell case, slim back plate, (2) patient straps, (1) stabilization strap, (2) suction cups, (1) rechargeable battery and instructions for \$16,412.30. Additionally, the following items would cost: Lucas desk-top battery charger \$1,275.10, Lucas External Power Supply \$403.44, Lucas 3 Battery – Rechargeable LiPo \$758.50, and freight/shipping \$302.63. The total cost would be Nineteen Thousand One Hundred Fifty-One Dollars and Ninety-Seven Cents (\$19,151.97).

This Lucas Shest Compression System is a sole source item from Stryker and therefore does not have to be let out for bid.

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve the sole source procurement of a New Lucas 3 v3.1 Chest Compression System for \$19,151.97.

CC file, John Saraceno, Clint Steadham

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

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



LUCAS Oct 2023

Quote Number: 10807939

Version: 1

Prepared For: FAIRHOPE VOLNTR FIRE DEPT

Attn:

Rep: Jeff Wages

Email: jeff.wages@stryker.com

Phone Number: (901) 491-1349

Quote Date: 11/10/2023

Expiration Date: 12/15/2023

Contract Start:

Contract End:

Delivery Address

Name: FAIRHOPE VOLNTR FIRE DEPT

Account #: 20136428

Address: 198 S INGLETSIDE ST

FAIRHOPE

Alabama 36532-1802

Bill To Account

Name: FAIRHOPE VOLNTR FIRE DEPT

Account #: 20136428

Address: 198 S INGLETSIDE ST

FAIRHOPE

Alabama 36532-1802

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	PCE	1	\$16,412.30	\$16,412.30
2.0	11576-000060	LUCAS Desk-Top Battery Charger	PCE	1	\$1,275.10	\$1,275.10
3.0	11576-000071	LUCAS External Power Supply	PCE	1	\$400.44	\$400.44
4.0	11576-000080	LUCAS 3 Battery - Dark Gray - Rechargeable LiPo	PCE	1	\$759.50	\$759.50
Equipment Total:						\$18,847.34

Price Totals:

Estimated Sales Tax (0.0000%)	\$0.00
Freight/Shipping:	\$200.63
Grand Total:	\$19,151.97

Prices: In effect for 30 days

Terms: Net 30 Days



LUCAS Oct 2023

Quote Number: 10807939

Version: 1

Prepared For: FAIRHOPE VOLNTR FIRE DEPT

Attn:

Rep: Jeff Wages

Email: jeff.wages@stryker.com

Phone Number: (901) 491-1349

Quote Date: 11/10/2023

Expiration Date: 12/15/2023

Contract Start: 10/25/2023

Contract End: 10/24/2024

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

October 2023

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- LIFELINKcentral™ Government Campus Solution
- MultiTech 4G and Titan III gateways
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,



Matt Van Der Wende, Vice President, Americas Sales

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M0000008130 REV AB

Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: LIFELINKcentral, LIFEPAK, LUCAS, CODE-STAT, RELI, LIFENET, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.



CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: John Saraceno

Date: 10/26/2023

Department: Fire

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-\$30,000 Utilities - \$10,001 - \$30,000	Operational Budgeted	Three	Treasurer	N/A	N/A
Over \$30,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	N/A	N/A
Over \$30,000/\$100,000	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>Stryker</u>	\$ <u>19,151.97</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? Lucas Device
2. What is the total cost of the item or service? 19,151.97
3. How many do you need? 1
4. Item or Service Is: New Used Replacement Annual Request
5. Vendor Name (Lowest Quote): Sole source
6. Vendor Number: 6354

If you do not have a Vendor Number, please go to the City of Fairhope page www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

1. Is it budgeted? Yes No Emergency Request
2. If budgeted, what is the budgeted amount? 22,000 Line 40
3. Budget code: 50470 001200

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



CITY OF FAIRHOPE
AGENDA MEMORANDUM

FROM:	Daryl Morefield, WATER SUPERINTENDENT
SUBJECT:	Requesting Green Sheet and Approval by City Council to award Bid No. 24-006 Well Nos. 8B and 13 Development.
AGENDA DATE:	November 27, 2023

RECOMMENDED ACTION:

To award Bid No. 24-006 Well Nos. 8B and 13 Development to Morrow Water Technologies, Inc. for not-to-exceed \$2,292,873.00.

BACKGROUND INFORMATION:

A service bid was issued on October 20, 2023, posted to the City of Fairhope’s website, and viewed by 149 of 419 vendors who select to receive e-notifications. One (1) responsive bid was received at the bid opening on November 13, 2023 at 2:00 p.m.

The Water/Wastewater Superintendent recommends the award be made to Morrow Water Technologies, Inc. The bid response price is a Lump Sum Total of Two Million Two Hundred Ninety-Two Thousand Eight Hundred Seventy-Three Dollars (\$2,292,873.00).

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
004010-59501	System Improvements- Water Plant/Wells	\$2,292,873.00	\$2,292,873.00	(\$____)

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

RESOLUTION NO. _____

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

[1] That the City of Fairhope did request, receive, and open bids to procure services for (Bid No. 24-006) for Development of Well No. 8B and No. 13 at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for
Development of Well No. 8B and No. 13

[3] After evaluating the bids with the required specifications, Morrow Water Technologies, Inc. is now awarded (Bid No. 24-006) for Development of Well No. 8B and No. 13 with a bid proposal not-to-exceed \$2,292,873.00.

DULY ADOPTED THIS 27TH DAY OF NOVEMBER, 2023

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 11/16/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve Bid No. 24-006 Award for Development of Well No. 8B and No. 13 to Morrow Water Technologies, Inc.

Project Location: Well No. 8B & Well No. 13

Presented to City Council: 11/27/2023

Resolution # : _____

Approved _____

Funding Request Sponsor: Daryl Morefield, Water & Sewer Superintendent

Changed _____

Rejected _____

Project Cash Requirement Requested:

Cost: \$ 2,292,873.00 Not-to-Exceed Amount

NOV 16 '23 PM 4:31 *aw*

Vendor: Morrow Water Technologies, Inc. (Vendor #7253)

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 HR-17

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 004010-59501

G/L Acct Name: System Improvements - Water Plant/Wells

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

Project Budgeted: \$ 2,292,873.00 Line 50

Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ _____

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

Capital Lease: _____ Payment _____ Term _____

Approve the award of Bid No. 24-006 for Development of Well No. 8B and Well No. 13 to Morrow Water Technologies, Inc. for the not-to-exceed amount of \$2,292,873.00.

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 11/14/2023

Purchasing Memo Date: 11/14/2023

Delivered To Date: 11/16/2023

Request Approved Date: 11/16/2023

Request Approved Date: 11/16/2023

Approved Date: 11/16/2023

Signatures: *Suzanne Daugherty*
Suzanne Daugherty

Kim Creech
Kim Creech


Sherry Sullivan
Mayor Sherry Sullivan



MEMO

To: Suzanne Doughty, Senior Accountant
Kimberly Creech, City Treasurer

Sherry Sullivan
Mayor

From: 
Erin Wolfe, Purchasing Manager

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

Date: November 15, 2023

Lisa A. Hanks, MMC
City Clerk

Re: **Requesting Green Sheet and Approval by City Council to award Bid No. 24-006 Well Nos. 8B and 13 Development**

The Water/Wastewater Superintendent, Daryl Morefield, has requested to hire a contractor for the development of Well No. 8B and Well No. 13.

A service bid was issued on October 20, 2023, posted to the City of Fairhope's website, and viewed by 149 of 419 vendors who select to receive e-notifications. One (1) responsive bid was received at the bid opening on November 13, 2023 at 2:00 p.m.

Kimberly Creech
City Treasurer

The Water/Wastewater Superintendent recommends the award be made to Morrow Water Technologies, Inc. The bid response price is a Lump Sum Total of Two Million Two Hundred Ninety-Two Thousand Eight Hundred Seventy-Three Dollars (\$2,292,873.00).

Please prepare a Green Sheet and place on the next City Council Agenda this request to award Bid No. 24-006 Well Nos. 8B and 13 Development to Morrow Water Technologies, Inc. for \$2,292,873.00.

Enclosure

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

Cc: Daryl Morefield, Clint Steadham

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



November 15, 2023

Daryl Morefield
City of Fairhope
555 South Section Street
Fairhope, AL 36532

Re: Bid No. 24-006 – Well Nos. 8B and 13 Development - Recommendation Letter
Contract No. 23040.2

Dear Daryl:

One (1) bid was received for the above-referenced project at 2:00 p.m. CST on November 13, 2023. The bid amount received is as follows:

CONTRACTOR	BID AMOUNT
Morrow Water Technologies, Inc. (Morrow)	\$2,292,873.00

Two (2) additional plan holders (Donald Smith Company, Inc. and Layne) did not provide a bid because they stated they could not meet the schedule required by the Bid Documents. The City of Fairhope (City) and Krebs Engineering, Inc. (Krebs) developed the schedule based on the need to increase well capacity by May of 2024.

To ensure the bid received aligns with the current market conditions, Krebs has compared the unit prices submitted by Morrow with bid tabulations of recent bids received on similar well projects by surrounding municipalities. This review determined that the unit prices received are competitive in today's market. Additionally, the total bid amount includes options for different sizes of inner casing pipe and screens and assumes the outer casing will be required to extend to the water-bearing sand. This is standard protocol for bidding well projects due to varying lithology and well production rates. Therefore, all of the quantities in the bid will not be used to complete the project. Krebs and Morrow have reviewed these items since the bid opening, and the total project cost will be approximately \$600,000 to \$700,000 less than the total bid amount.

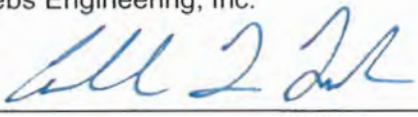
Daryl Morefield
November 15, 2023
Page 2

Based on the above items, Krebs recommends awarding the contract for Well Nos. 8B and 13 Development project to Morrow Water Technologies, Inc. for the low tendered bid amount of \$2,292,873.00. The reduced total project cost mentioned above will be revised in the final closeout change order once the project is completed. Attached is a certified bid tabulation, Bid Response Form, and Bid Bond for your records.

Do not hesitate to contact us if you have any questions or comments.

Sincerely yours,

Krebs Engineering, Inc.

By _____

Caleb L. Leach, P.E.
Associate

cc: Mayor Sherry Sullivan, Erin Wolfe, Rhonda Cunningham, Tim Manuel, Curtis Cooper, Austin Maynard
Krebs File No. 23040.2



CITY OF FAIRHOPE BID NO.: 24-006
 KREBS JOB NO.: 23040.2
 DATE: NOVEMBER 13, 2023 @ 2:00 PM, Local Time
 OWNER: City of Fairhope, Alabama
 DESCRIPTION: Bid No. 24-006 Well No. 8B and 13 Development

PRODUCTION WELL 8B BID				Morrow Water Technologies, Inc. 7440 Cahaba Valley Rd. Birmingham, AL 35242	
Item No.	Approximate Quantities	Description of Item	Unit Price	Total Price for Item	
1	Complete	Mobilization/Demobilization (maximum of \$20,000)	LS	\$20,000.00	
2	300 LF	Drill 7-7/8 inch pilot bore and geophysically log to lower aquifer and as described in the Contract Documents	\$460.00	\$138,000.00	
3	225 LF	Open pilot bore to accommodate 24" nominal diameter surface casing, and furnish and install 24" nominal diameter surface casing	\$625.00	\$140,625.00	
4	85 LF	Drill out casing to accommodate 16" nominal diameter lap pipe and screen	\$575.00	\$48,875.00	
5	85 LF	Drill out casing to accommodate 12" nominal diameter lap pipe and screen	\$525.00	\$44,625.00	
6	245 LF	Furnish and install 16" nominal diameter lap pipe	\$525.00	\$128,625.00	
7	245 LF	Furnish and install 12" nominal diameter lap pipe	\$475.00	\$116,375.00	
8	55 LF	16" Stainless Steel Screen Furnish, install, and gravel	\$750.00	\$41,250.00	
9	55 LF	12" Stainless Steel Screen Furnish, install, and gravel	\$650.00	\$35,750.00	
10	1 Ea.	Set up and Preparations for Extended Capacity Test	\$12,500.00	\$12,500.00	
11	96 Hr.	Running Extended Capacity Test and Observing Recovery	\$265.00	\$25,440.00	
12	1 Ea.	Capping of Completed Production Well	\$250.00	\$250.00	
13	225 LF	Grouting Surface Casing	\$375.00	\$84,375.00	
14	Lump Sum	Water Quality Testing to include PFAS testing	LS	\$4,200.00	
15	2 Month	Temporary submersible pump to supply treatment facility until permanent well pump can be set	\$7,500.00	\$15,000.00	
TOTAL AMOUNT OF PRODUCTION WELL 8B BID				\$855,890.00	

PRODUCTION WELL 13 BID				Morrow Water Technologies, Inc. 7440 Cahaba Valley Rd. Birmingham, AL 35242	
Item No.	Approximate Quantities	Description of Item	Unit Price	Total Price for Item	
1	Complete	Mobilization/Demobilization (maximum of \$20,000)	LS	\$20,000.00	
2	200 LF	Drill 7-7/8 inch pilot bore and geophysically log to lower aquifer and as described in the Contract Documents	\$695.00	\$139,000.00	
3	115 LF	Open pilot bore to accommodate 24" nominal diameter surface casing, and furnish and install 24" nominal diameter surface casing	\$750.00	\$86,250.00	
4	75 LF	Drill out casing to accommodate 16" nominal diameter lap pipe and screen	\$600.00	\$45,000.00	
5	75 LF	Drill out casing to accommodate 12" nominal diameter lap pipe and screen	\$550.00	\$41,250.00	
6	135 LF	Furnish and install 16" nominal diameter lap pipe	\$575.00	\$77,625.00	
7	135 LF	Furnish and install 12" nominal diameter lap pipe	\$565.00	\$76,275.00	
8	50 LF	16" Stainless Steel Screen Furnish, install, and gravel	\$750.00	\$37,500.00	
9	50 LF	12" Stainless Steel Screen Furnish, install, and gravel	\$650.00	\$32,500.00	
10	1 Ea.	Set up and Preparations for Extended Capacity Test	\$12,500.00	\$12,500.00	
11	96 Hr.	Running Extended Capacity Test and Observing Recovery	\$265.00	\$25,440.00	
12	1 Ea.	Surface Completion of Completed Test Well	\$4,750.00	\$4,750.00	
13	115 LF	Grouting Surface Casing	\$500.00	\$57,500.00	
14	Lump Sum	Water Quality Testing	LS	\$4,200.00	
15	2 Month	Temporary submersible pump to supply treatment facility until permanent well pump can be set	\$7,500.00	\$15,000.00	
16	Lump Sum	Furnish and Install Well Pump, Site Improvements, Electrical, Piping, and miscellaneous appurtenances required to provide a turnkey well	LS	\$488,750.00	
17	Allowance	SCADA Instrumentation and Controls	\$65,000.00	\$65,000.00	
TOTAL AMOUNT OF PRODUCTION WELL 13 BID				\$1,228,540.00	
TOTAL BID AMOUNT (PRODUCTION WELL 8B & 13)				\$2,084,430.00	
10% CONTINGENCY				\$208,443.00	
TOTAL BID AMOUNT (BID AMOUNT (PRODUCTION WELL 8B & 13) + 10% CONTINGENCY)				\$2,292,873.00	

Denotes error in bid calculation for the item. Total Bid Amount did not change due to this error.

"I hereby certify that this is a true tabulation of bids received by the City of Fairhope, Alabama on October 12, 2021 @ 2:00 PM, Local time for Well No. 11 Development."

Caleb Leach

Caleb Leach, PE





**PUBLIC WORKS DEPARTMENT
REQUEST FOR COMPETITIVE BIDS
FOR CAPITAL IMPROVEMENTS PROJECT
BID NO. 24-006 WELL NO. 8B AND 13 DEVELOPMENT**

PROPOSAL FORM – PRODUCTION WELL 8B at WTP No. 1

ITEM NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEM	UNIT PRICE	TOTAL PRICE FOR ITEM
1.	Complete	Mobilization/Demobilization (maximum of \$20,000) Lump Sum	Lump Sum	\$ 20,000.00
2.	300 LF	Drill 7-7/8 inch pilot bore and geophysically log to lower aquifer and as described in the Contract Documents. Per LF	\$460.00	\$ 138,000.00
3.	225 LF	Open pilot bore to accommodate 24" nominal diameter surface casing, and furnish and install 24" nominal diameter surface casing Per LF	\$ 625.00	\$ 140,625.00
4.	85 LF	Drill out casing to accommodate 16" nominal diameter lap pipe and screen Per LF	\$575.00	\$48,875.00
5.	85 LF	Drill out casing accommodate 12" nominal diameter lap pipe and screen Per LF	\$525.00	\$44,625.00
6.	245 LF	Furnish and install 16" nominal diameter lap pipe Per LF	\$ 525.00	\$128,625.00
7.	245 LF	Furnish and install 12" nominal diameter lap pipe Per LF	\$ 475.00	\$ 116,375.00
8.	55 LF	16" Stainless Steel Screen Furnish, install, and gravel Per LF	\$ 750.00	\$ 41,250.00
9.	55 LF	12" Stainless Steel Screen Furnish, install, and gravel Per LF	\$650.00	\$ 35,750.00
10.	1 Ea.	Set up and Preparations for Extended Capacity Test Per Each	\$12,500.00	\$12,500.00
11.	96 Hr.	Running Extended Capacity Test and Observing Recovery Per Hr.	\$ 265.00	\$ 25,440.00
12.	1 Ea.	Capping of Completed Production Well Per Ea.	\$250.00	\$ 250.00

13.	225 LF	Grouting Surface Casing Per LF	\$ 375.00	\$ 84,375.00
14.	Lump Sum	Water Quality Testing to include PFAS testing Lump Sum	Lump Sum	\$ 4,200.00
15.	2 Month	Temporary submersible pump to supply treatment facility until permanent well pump can be set	\$ 7,500.00	\$ 15,000.00
Total Amount of Production Well 8B Bid				\$855,890.00

PROPOSAL FORM – PRODUCTION WELL 13

ITEM NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEM	UNIT PRICE	TOTAL PRICE FOR ITEM
1.	Complete	Mobilization/Demobilization (maximum of \$20,000) Lump Sum	Lump Sum	\$ 20,000.00
2.	200 LF	Drill 7-7/8 inch pilot bore and geophysically log to lower aquifer and as described in the Contract Documents. Per LF	\$ 695.00	\$139,000.00
3.	115 LF	Open pilot bore to accommodate 24" nominal diameter surface casing, and furnish and install 24" nominal diameter surface casing Per LF	\$750.00	\$ 86,250.00
4.	75 LF	Drill out casing to accommodate 16" nominal diameter lap pipe and screen Per LF	\$ 600.00	\$ 45,000.00
5.	75 LF	Drill out casing to accommodate 12" nominal diameter lap pipe and screen Per LF	\$550.00	\$41,250.00
6.	135 LF	Furnish and install 16" nominal diameter lap pipe Per LF	\$575.00	\$ 77,625.00
7.	135 LF	Furnish and install 12" nominal diameter lap pipe Per LF	\$565.00	\$ 76,725.00
8.	50 LF	16" Stainless Steel Screen Furnish, install, and gravel Per LF	\$750.00	\$ 37,500.00
9.	50 LF	12" Stainless Steel Screen Furnish, install, and gravel Per LF	\$650.00	\$ 32,500.00
10.	1 Ea.	Set up and Preparations for Extended Capacity Test Per Each	\$ 12,500.00	\$ 12,500.00

11.	96 Hr.	Running Extended Capacity Test and Observing Recovery Per Hr.	\$ 265.00	\$ 25,440.00
12.	1 Ea.	Surface Completion of Completed Test Well Per Ea.	\$4,750.00	\$4,750.00
13.	115 LF	Grouting Surface Casing Per LF	\$ 500.00	\$ 57,500.00
14.	Lump Sum	Water Quality Testing Lump Sum	Lump Sum	\$ 4,200.00
15.	2 Month	Temporary submersible pump to supply treatment facility until permanent well pump can be set	\$ 7,500.00	\$ 15,000.00
16.	Lump Sum	Furnish and Install Well Pump, Site Improvements, Electrical, Piping, and miscellaneous appurtenances required to provide a turnkey well	Lump Sum	\$ 488,750.00
17.	Allowance	SCADA Instrumentation and Controls	\$65,000	\$65,000
Total Amount of Production Well 13 Bid				\$ 1,228,540.00
Bid Amount (Production Well 8B & 13)				\$ 2,084,430.00
10% Contingency				\$ 208,443.00
Total Bid Amount (Bid Amount (Production Well 8B & 13) + 10% Contingency)				\$ 2,292,873.00

ADDENDA: The Bidder acknowledges receipt of Addenda Nos. 1, 2, _____, _____, _____, _____.

**ITEM VI
BID BOND**

The PRINCIPAL (Bidder's name and address)

Morrow Water Technologies, Inc.
7440 Cahaba Valley Road
Birmingham, AL 35242

The OWNER

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

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

PROJECT NO. WA011-21
PROJECT NAME: Well Nos. 8B and 13 Development

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

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

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

executes and delivers a Construction Contract with the required Performance and Payment Bonds (each in the for contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents,
or

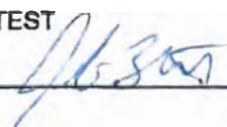
fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the OWNER the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the OWNER may award a Construction Contract for the same Work to another Bidder, then, this obligation shall be null and void, otherwise it shall remain in full force and effect.

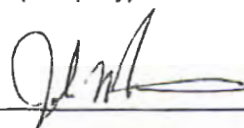
The Surety, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the OWNER may accept the Principal's bid, and the Surety does hereby waive notice of any such extension.

SIGNED AND SEALED THIS 13th day of November, 2023.

Morrow Water Technologies, Inc.
Principal (Company)

ATTEST



by 

John Morrow Drilling Manager
Print Name and Title

Merchants National Bonding, Inc
Surety Company

SURETY ATTEST


Grant Simmons, Account Manager

by 

Thomas J. Bole, Attorney-in-Fact
Print Name and Title

MERCHANTS
BONDING COMPANY, INC.
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Gregg A Tatum; H Grantland Rice III; Sharon E Griffith; Thomas J Bole

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

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

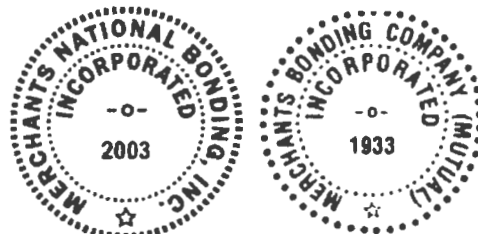
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-In-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings,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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.

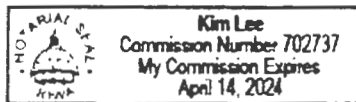


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of November, 2023.



William Warner Jr.
Secretary



CITY OF FAIRHOPE
AGENDA MEMORANDUM

FROM:	Lisa Hanks, City Clerk
SUBJECT:	Interconnection and Water Purchase/Sale Agreement between the City of Fairhope and the Utilities Board of the City of Daphne d/b/a Daphne Utilities.
AGENDA DATE:	November 27, 2023

RECOMMENDED ACTION:

That the City Council authorizes Mayor Sherry Sullivan to execute an Interconnection and Water Purchase/Sale Agreement between the City of Fairhope and the Utilities Board of the City of Daphne d/b/a Daphne Utilities.

BACKGROUND INFORMATION:

Daphne Utilities and Fairhope have agreed that the point of interconnection between their water distribution systems will be located at 22486 Seacliff Drive, Fairhope, AL 36532 ("Point of Interconnection").

Daphne Utilities shall furnish to Fairhope at the Point of Interconnection during the term of this Agreement or any renewal of extension thereof potable treated water meeting applicable purity standards of EPA and ADEM in such quantity as may be required by Fairhope, to the extent that it can be reasonably provided by Daphne Utilities under the circumstances that exist at the time. Daphne Utilities does not warrant, guaranty or promise any given pressure, flow rate or quantity of water provided hereunder. Similarly, Fairhope shall furnish to Daphne Utilities at the Point of Interconnection during the term of this Agreement or any renewal of extension thereof, potable treated water meeting applicable purity standards of EPA and ADEM in such quantity as may be required by Daphne Utilities, to the extent that it can be reasonably provided by Fairhope under the circumstances that exist at the time. Fairhope does not warrant, guaranty or promise any given pressure, flow rate or quantity of water provided hereunder.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
		\$___	\$___	(\$___)

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up:

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council authorizes Mayor Sherry Sullivan to execute an Interconnection and Water Purchase/Sale Agreement between the City of Fairhope and the Utilities Board of the City of Daphne d/b/a Daphne Utilities.

Adopted on this 27th day of November, 2023

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION 2023-02



A RESOLUTION BETWEEN THE UTILITIES BOARD OF THE CITY OF DAPHNE AND THE CITY OF FAIRHOPE TO EXECUTE AN INTERCONNECTION AND WATER PURCHASE/SALE AGREEMENT

WHEREAS the Utilities Board of the City of Daphne is organized and established under the provisions of Ala. Code §11-50-310 *et seq.* and owns and operates a water supply distribution system and supplies water service to users in and around the City of Daphne; and

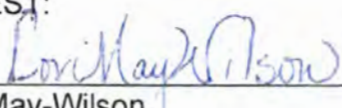
WHEREAS by this Resolution enacted this day by the Utilities Board of the City of Daphne, Daphne Utilities is authorized to interconnect its water system with Fairhope's water system, to purchase from and to sell water to Fairhope in accordance with the provisions of the Interconnection and Water Purchase/Sale Agreement, a copy of which is attached to this Resolution as Appendix A; and

WHEREAS the Utilities Board of the City of Daphne agrees to the terms, provisions, and conditions contained in the proposed Interconnection and Water Purchase/Sale Agreement, a copy of which is attached to this Resolution as Appendix A;

NOW THEREFORE, BE IT RESOLVED, by the Utilities Board of the City of Daphne, that the said Agreement be executed on behalf of the Utilities Board of the City of Daphne by Selena Vaughn, its Chairwoman, after said Agreement has been signed by an authorized representative of the City of Fairhope.

ADOPTED AND APPROVED BY THE BOARD OF DIRECTORS of the UTILITIES BOARD OF THE CITY OF DAPHNE, ALABAMA, this 25th day of October, 2023.


Selena Vaughn, Chairwoman of the Board

ATTEST:

Lori May-Wilson
Executive Assistant / Recording Secretary





INTERCONNECTION AND WATER PURCHASE/SALE AGREEMENT

This Interconnection and Water Purchase/Sale Agreement (hereinafter "Agreement") for the sale and purchase of water is entered into as of the ____ day of _____, 2023 by and between the Utilities Board of the City of Daphne (hereinafter "Daphne Utilities") and the City of Fairhope (hereinafter "Fairhope").

WHEREAS, the City of Fairhope is a municipality that provides water service to users in and around the City of Fairhope, Alabama:

WHEREAS, Daphne Utilities is organized and established under the provisions of Ala. Code §11-50-310 et seq. and owns and operates a water supply distribution system and supplies water service to users in and around the City of Daphne:

WHEREAS, by Resolution No. 2023-02 enacted on the 25 day of October, 2023 by Daphne Utilities, Daphne Utilities is authorized to interconnect its water system with Fairhope's water system, to purchase from and to sell water to Fairhope in accordance with the provisions of the said Resolution, which was approved, and the execution of this contract carrying out the said Resolution by the Chairman and attested by the Secretary was duly authorized; and,

WHEREAS, by Resolution No. _____ enacted on the ____ day of _____, 2023 by Fairhope, Fairhope is authorized to interconnect its water system with Daphne Utilities' water system, to sell to and to purchase water from Daphne Utilities in accordance with the provisions set forth in the said Resolution, which was approved, and the execution of this contract by the Mayor of Fairhope, and attested by the President of the City of Fairhope City Council was duly authorized.

NOW WHEREFORE, in consideration of the foregoing and the mutual agreement hereinafter set forth, the parties agree as follows:

1. **Prior Agreements.** This Agreement terminates, supersedes and replaces any other agreements regarding the interconnection of Daphne Utilities and Fairhope's water systems and other agreements regarding the purchase of water from Daphne Utilities by Fairhope, if any.

2. **Interconnection.** Daphne Utilities and Fairhope have agreed that the point of interconnection between their water distribution systems will be located at 22486 Seacliff Drive, Fairhope, AL 36532 ("Point of Interconnection"). Daphne Utilities and Fairhope agree that the cost of constructing the Point of Interconnection shall be shared equally, including the purchase and installation of interconnection equipment such as interconnection meters, valves and signal splitting equipment ("Interconnection Equipment"). The parties agree that each party shall bear the cost of, and be responsible for, designing, building, installing, maintaining, permitting, and operating their respective water systems on their respective sides of the Point of Interconnection. Should the Point of Interconnection require future maintenance, repair or upgrade, and provided that the needed maintenance, repair or upgrade is not a consequence of acts or omissions of the other party within their own water systems, the cost of such future maintenance, repair or upgrade shall be shared equally. If the maintenance, repair or upgrade is the result of acts or omissions by one of the parties, that party shall be responsible for the cost of the maintenance, repair or upgrade. The parties agree that both

parties shall work together in good faith to complete the Point of Interconnection by October 1st, 2023. Neither party is obligated hereunder to provide any additional points of interconnection.

3. **Invoicing of Cost of Interconnection.** Any expenses that are borne equally by the parties herein that are incurred to third-parties shall be paid by one party and one-half of the cost shall be invoiced to the other party, on a monthly basis. Any expenses that are borne equally by the parties herein and provided directly from one of the parties, shall be invoiced one-half to the other party, at the actual cost incurred by the providing party, on a monthly basis. The monthly invoicing shall include an itemization of the expenses and receipts, invoices or other evidence of the expenses incurred.

4. **Interconnection Ownership.** Each party shall own an undivided one-half interest in the Interconnection Equipment.

5. **Provision of Water.** Daphne Utilities shall furnish to Fairhope at the Point of Interconnection during the term of this Agreement or any renewal of extension thereof, potable treated water meeting applicable purity standards of EPA and ADEM in such quantity as may be required by Fairhope, to the extent that it can be reasonably provided by Daphne Utilities under the circumstances that exist at the time. Daphne Utilities does not warrant, guaranty or promise any given pressure, flow rate or quantity of water provided hereunder. Similarly, Fairhope shall furnish to Daphne Utilities at the Point of Interconnection during the term of this Agreement or any renewal of extension thereof, potable treated water meeting applicable purity standards of EPA and ADEM in such quantity as may be required by Daphne Utilities, to the extent that it can be reasonably provided by Fairhope under the circumstances that exist at the time. Fairhope does not warrant, guaranty or promise any given pressure, flow rate or quantity of water provided hereunder.

6. **Notice to the Other Party.** No water shall flow through the Point of Interconnection unless first requested by the party seeking the water and approved by the party providing water, and such approval shall not be unreasonably withheld.

7. **No Minimum Amount of Water.** There is no minimum amount of water that Fairhope must purchase from Daphne Utilities or that Daphne Utilities must purchase from Fairhope.

8. **Term of Agreement.** This Agreement shall begin on the date of execution and shall end five (5) years from the date of execution; provided, this Agreement may be extended by the mutual agreement of the parties for an additional five (5) year term.

9. **Rates and Payment Date.** Fairhope agrees to pay Daphne Utilities, not later than the 10th day of each month, for water delivered, at the then-existing inside city limit commercial rate it bills its customers. Similarly, Daphne Utilities agrees to pay Fairhope, not later than the 10th day of each month, for water delivered, at the then-existing inside city limit commercial rate Daphne Utilities bills its customers.

10. **Connection Fees.** Fairhope is not required to pay any further connection fees for the Point of Interconnection. Similarly, Daphne Utilities is not required to pay any further connection fees for the Point of Interconnection.

11. **Cost of Additional Water Pressure.** If a greater water pressure than then-available at the Point of Interconnection during normal operations is required by either party during the provision of water, the cost of providing such greater pressure shall be borne by the receiving party.

12. **Provision of Water During Emergencies.** Emergency failures of pressure or supply due to main supply line breaks, power failures, flood, fire and use of water to fight fire, earthquake, hurricanes or other catastrophe shall excuse either party from providing water to the other, for such reasonable period of time as may be necessary to restore service.

13. **Water Service Billing Procedures.** Net flow of water through the meter(s) at the Point of Interconnection shall be measured at the end of each month, by Daphne Utilities. Daphne Utilities agrees to furnish to Fairhope no later than the 10th day of each month, with an itemized statement for the net amount of water furnished to Fairhope during the previous month, when the net amount of water is provided by Daphne Utilities. Similarly, Fairhope agrees to furnish to Daphne Utilities no later than the 10th day of each month, with an itemized statement for the net amount of water furnished to Daphne Utilities during the previous month, when water the net amount of water is provided by Fairhope.

14. **Calibration.** Daphne Utilities shall be responsible for calibrating any meters at the Point of Interconnection, as often as Daphne Utilities deems it necessary. A meter registering not more than two percent (2%) above or below the test result shall be deemed accurate. If a meter is found to be incorrect, the parties agree to correct no more than the three (3) previous invoices for the provision of water.

15. **Access.** Fairhope and Daphne Utilities shall both have access at all reasonable times to the Point of Interconnection for the purposes of reading the meters and inspecting the Interconnection Equipment. Should either party determine that Interconnection Equipment is in need for repair, maintenance or replacement, that party shall promptly provide notice to the other party.

16. **Regulatory Agencies.** This Agreement is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State and Daphne Utilities and Fairhope will collaborate in obtaining any needed permits, certificates or the like as may be required to comply herewith.

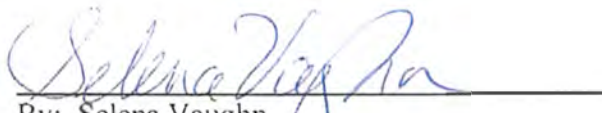
17. **Indemnification.** Each party shall indemnify and hold harmless the other party from all claims arising out of, or related to, the personal injury of its own employees arising out of, or related to, the construction, operation, maintenance, repair, inspection, or use of the Interconnection Equipment or at the Interconnection Point. Furthermore, each party shall indemnify and hold harmless the other party from all claims arising out of, or related to, the acts, omissions, negligence, recklessness, wantonness, gross negligence and intentional conduct of the indemnifying party, its agents, representatives and employees.

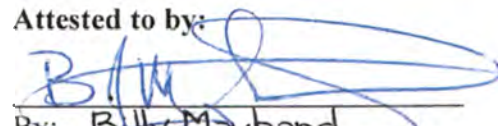
18. **Non-exclusivity.** Nothing within this Agreement shall prevent or preclude either party hereto from procuring or purchasing water from any other source, or providing water to any other customers or water systems.

19. **Attorneys' Fees.** Should either party institute any legal action against the other in any way related to this Agreement, the parties agree that the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses in bringing or defending the legal action, including expenses of any experts.

20. **Entire Agreement.** This written Agreement constitutes the entire agreement and understanding of the parties with respect to the subject hereof and supersedes all prior agreements and understandings relating to the subject matter hereof. There are no agreements, understandings, warranties or representations between or among the parties hereto other than those set forth herein or provided for herein. Neither party has relied upon any oral agreement or representations not set forth herein, in the execution of this Agreement.

**Daphne Utilities:
The Utilities Board of the City of Daphne**


By: Selena Vaughn
Its: Chairwoman of the Board

Attested to by:

By: Billy Mayhand
Its: Secretary of the Board

**Fairhope:
City of Fairhope:**

By: Sherry Sullivan
Its: Mayor of Fairhope

Attested to by:

By: Lisa A. Hanks, MMC
Its: City Clerk of Fairhope



CITY OF FAIRHOPE
AGENDA MEMORANDUM

FROM:	Daryl Morefield, WATER SUPERINTENDENT
SUBJECT:	The Assistant Superintendent of Water/Wastewater, Tim Manuel, is requesting approval for the procurement of CARUS 8700 Corrosion Inhibitor.
AGENDA DATE:	November 27, 2023

RECOMMENDED ACTION:

To approve this procurement of CARUS 8700 Corrosion Inhibitor for a not-to-exceed budgeted amount of \$175,000.00.

BACKGROUND INFORMATION:

Alberty and Blakeney LLC is the sole source distributor of CARUS 8700 water treatment chemical for Fairhope. Attached is the quoted pricing from Alberty & Blakeney LLC reflecting the price per pound of One Dollar and Forty-Four Cents (\$1.44) on November 14, 2023 and valid until December 31, 2024. The estimated usage for the fiscal year is 120,000 lbs.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
004010-53011	Water-Chemicals (Water Treatment)	\$175,000.00	\$175,000.00	(\$_____)

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

RESOLUTION NO. _____

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

[1] That the City of Fairhope approves the Procurement of a CARUS 8700 Corrosion Inhibitor Water Treatment Chemical as the Sole Source Procurement from distributor Alberty & Blakeney LLC for the not-to-exceed amount of \$175,000.00; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13): "Contractual services and purchases of commodities for which there is only one vendor or supplier and contractual services and purchases of personal property which by their very nature are impossible to award by competitive bidding."

ADOPTED ON THIS 27TH DAY OF NOVEMBER, 2023

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 11/16/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve the Procurement of CARUS 8700 Corrosion Inhibitor for Water Department

Project Location: Water

Presented to City Council: 11/27/2023

Resolution # : _____

Approved _____

Funding Request Sponsor: Tim Manuel, Water & Sewer Assistant Superintendent
Daryl Morefield, Water & Sewer Superintendent

Changed _____

Rejected _____

NOV 16 '23 PM 4:31 *[Signature]*

Project Cash Requirement Requested:

Cost: \$ 175,000.00 Not-to-exceed Amount

\$ _____

Vendor: Alberty & Blakeney, LLC (Vendor #6164)

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 Landsc-36
Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone-12 Street-35 Meter-19 IT-16
Adult Rec-30 HR-17

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 004010-53011
G/L Acct Name: Water - Chemicals (Water Treatment)

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

Project Budgeted: \$ 175,000.00 Line 10
Balance Sheet Item Included in projected cash flow

Over (Under) budget amount: \$ _____

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

Capital Lease: _____ Payment _____ Term _____

Approve the procurement of CARUS 8700 water treatment chemical from sole-source provider Alberty & Blakeney, LLC, for the not-to-exceed amount of \$175,000.00 (based on FY24 estimated usage).

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 11/14/2023

Purchasing Memo Date: 11/14/2023

Delivered To Date: 11/16/2023

Request Approved Date: 11/16/2023

Request Approved Date: 11/16/2023

Approved Date: 11/16/2023

Signatures: *[Signature]*
Suzanne Doughty

[Signature]
Kim Creech


[Signature]
Mayor Sherry Sullivan



MEMO

To: **Suzanne Doughty, Senior Accountant**
Kimberly Creech, Treasurer

Sherry Sullivan
Mayor

From: 
Erin Wolfe, Purchasing Manager

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

Date: November 15, 2023

Re: **Green Sheet and City Council Approval for the Purchase of CARUS 8700 Corrosion Inhibitor**

Lisa A. Hanks, MMC
City Clerk

The Assistant Superintendent of Water/Wastewater, Tim Manuel, is requesting approval for the procurement of CARUS 8700 Corrosion Inhibitor

Kimberly Creech
Treasurer

Alberty and Blakeney LLC is the sole source distributor of CARUS 8700 water treatment chemical for Fairhope. Attached is the quoted pricing from Alberty & Blakeney LLC reflecting the price per pound of One Dollar and Forty-Four Cents (\$1.44) on November 14, 2023 and valid until December 31, 2024. The estimated usage for the fiscal year is 120,000 lbs.

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement of CARUS 8700 Corrosion Inhibitor for a not-to-exceed budgeted amount of \$175,000.00.

CC file, Tim Manuel, Daryl Morefield, Clint Steadham

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

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



November 14, 2023

CONFIDENTIAL

Mr. Clint Steadham
P.O. Box 429
Fairhope, AL 36533

Dear Mr. Steadham:

We are pleased to provide you with our price quote for the **CARUS 8700** (blended orthophosphate & polyphosphate) chemicals for the City of Fairhope – Water Department.

Back on November 15, 2022, we provided The City of Fairhope with a price quote for the CARUS 8700 product at \$1.44/pound. Our goal was to hold this price until March 2023. Actually, we held our pricing at \$1.44/pound until now. Of course, we’ve absorbed price increases on this product & freight during this period.

CARUS had a \$0.10/pound price increase in 2023, and we experienced a price increase on freight of \$0.08/pound over the past 12 months. We provide this product at a “Delivered Price” to FAIRHOPE. We did not pass on these price increases to FAIRHOPE. Cumulatively, this was a \$0.18/pound price increase that we have not passed on to FAIRHOPE. Obviously, these price increases have impacted our bottom line, and we must now adjust our price to FAIRHOPE effective December 1, 2023.

We will hold this new pricing until December 31, 2024, unless there is a significant change in the market conditions and CARUS implements a price increase. Currently, there is no forecast for a price increase in 2024. If there is a need for a price adjustment prior to December 31, 2024, then we will provide 30-days’ written notice and a pricing adjustment letter from CARUS for justification purposes.

As you are aware, North America has experienced unprecedented inflation in all facets of our economy over the past 3 years. This inflation is a result of many factors of which have been well documented (i.e., COVID, major reductions of exports from China, Russians invasion of Ukraine, increased energy costs, supply chain issues/shortages, increased transportation costs, increased packaging costs, increased manufacturing costs, etc.). We’ve experienced price increases on every product & raw material we purchase. Additionally, the manufacturers are now charging “surcharges” due to increased costs of raw materials, freight, logistics and energy. These “surcharges” are becoming common in our industry because of the rapid changes in raw material & transportation costs.

Actually, it is amazing that we’ve been able to maintain our price to FAIRHOPE throughout 2023 considering the significant inflation in our economy. CARUS supported us by minimizing these price increases throughout 2023. We feel blessed that we have a dependable source in CARUS for these high-quality water treatment chemicals made in the USA.

Product	October 1, 2022 Delivered Price	December 1, 2023 Delivered Price
CARUS 8700	\$1.44/pound (\$4,475.52/tote)	\$1.62/pound (\$5,034.96/tote)

A tote of CARUS 8700 weighs 3,108-pounds so the current price is \$5,034.96/TOTE or \$20,139.84/4 TOTES.

Compared to many other chemicals we sell, these price increases from CARUS have been very modest. This price increase was 12.5% which is well below the industry average right now. We are seeing price increases up to 50% on some specialty chemicals used in potable water treatment.

Attached please find the letter from CARUS stating that Alberty & Blakeney, LLC is the only Authorized Distributor of the CARUS 8700 product to the City of Fairhope.

The CARUS 8700 is a specialty chemical composed of 85% orthophosphate & 15% polyphosphate with a total phosphate content of 33%. The purpose of this product is to provide corrosion inhibition and sequester iron & manganese throughout the distribution system.

Alberty & Blakeney, LLC will continue to provide corrosion coupons & analytical reports for FAIRHOPE at no additional cost. The costs for these corrosion coupons and laboratory testing are approximately \$5,000/year. Keep in mind, this was a cost for FAIRHOPE prior to Alberty & Blakeney, LLC providing the CARUS specialty water treatment chemicals. Additionally, the CARUS Technical Team along with Alberty & Blakeney, LLC were very helpful in the evaluation of the FAIRHOPE water chemistry and recommendations to convert from a zinc-orthophosphate product to an ortho/polyphosphate product. The CARUS 8700 product is providing superior results, and this is critical with the upcoming changes to the US EPA Lead & Copper Rule in 2024.

Alberty & Blakeney, LLC is an industrial specialty chemical company located in Baton Rouge, LA. Our primary concern is the management of water treatment chemicals and services for boiler, cooling, process, potable, and wastewater systems. We have over 75 years of experience in the water treatment industry. This experience, along with low overhead, has provided our customers with significant improvements in results and cost savings. Collectively, we save our customers over \$2,000,000 per year when compared to previous water treatment programs from the national companies. Our customers are located in south Louisiana, Mississippi, Alabama and Texas. A brief summary of our water treatment applications is provided below.

We provide water treatment chemicals & engineering support for Potable Water Systems totaling over 130,000,000 gallons/day. Obviously, this covers many cities and communities. For instance, we have been providing water treatment chemicals & services to the city of Baton Rouge for the past 23 years. The Baton Rouge Water Company produces on average 60,000,000 GPD of potable water. The BRWC ground water (wells) is similar to your water chemistry in that it requires corrosion inhibition and sequestering. We treat numerous potable water systems that require corrosion control as well as sequestering of iron and manganese.

Alberty & Blakeney, LLC will meet or exceed all of The City of Fairhope's specifications & requirements. The CARUS 8700 is manufactured in the U.S.A and meets the required NSF/ANSI Standard 60 Certification for Drinking Water Treatment Chemicals. All material will conform to all AWWA Specifications and meet American National Standards Institute and National Sanitation Foundation ANSI/NSF. We are an authorized distributor for CARUS Corporation; therefore, we have full access to their technical support & laboratory services. We can provide quarterly water sampling and analysis at no additional charge. CARUS Corporation is the leading U.S. supplier of phosphate-based corrosion inhibitors & sequestering agent's programs for drinking water utilities.

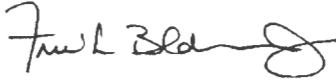
In summary, we will continue to work closely with your Water Department Team to meet their goals for providing the best potable water to their customers. We appreciate your business and will continue to work diligently to exceed your expectations.

November 14, 2023
Water Department – City of Fairhope
Page 3

We appreciate your business and the opportunity to serve you & the CITY OF FAIRHOPE!

Sincerely,

ALBERTY & BLAKENEY, LLC

A handwritten signature in black ink, appearing to read "Fred L. Blakeney, Jr.", with a stylized flourish at the end.

Fred L. Blakeney, Jr.
President

cc: Mr. Bryan Adams
Mr. Curtis Cooper
Mr. Tim Manuel
Mr. Daryl Morefield



November 14, 2023

DISTRIBUTOR AUTHORIZATION CERTIFICATION

Carus LLC certifies that Alberty and Blakeney LLC is the sole authorized distributor of CARUS™ 8700 water treatment chemical to the City of Fairhope.

CARUS 8700 is certified by the National Sanitation Foundation (NSF) to ANSI/NSF Standard 60: Drinking Water Treatment Chemical-Health Effects.

A handwritten signature in blue ink that reads 'Barbie Smith'.

Barbie Smith/Inside Sales Manager

Carus LLC
315 Fifth Street
Peru, IL 61354
815 223-1500 Telephone
815 224-6655 Fax



CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Timothy Manuel, Assistant Superintendent W & W Date: 11/14/2023

Department: Water and Wastewater

Expenditure Threshold**	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
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-\$30,000 Utilities - \$10,001 - \$30,000	Operational Budgeted	Three	Treasurer	N/A	N/A
Over \$30,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	N/A	N/A
Over \$30,000/\$100,000	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. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____

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?** Corrosion Inhibitor for water treatment. Carus 8700 Ortho/Poly Phosphate Blend
2. **What is the total cost of the item or service?** \$60,000
3. **How many do you need?** Per lb dependent on water use (40,000 lb)
4. **Item or Service Is:** New Used Replacement Annual Request
5. **Vendor Name (Lowest Quote):** Alberty & Blakeney LLC
6. **Vendor Number:** 6164

If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

1. **Is it budgeted?** Yes No Emergency Request
2. **If budgeted, what is the budgeted amount?** Well Chemical Budget \$350,000.00 estimated \$175,000 depending on population growth and weather
3. **Budget code:** 004010-53011

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



CITY OF FAIRHOPE
AGENDA MEMORANDUM

FROM:	Sherry Sullivan, Mayor
SUBJECT:	The Mayor, Sherry Sullivan, is requesting an amendment to the contract with Jackson Thornton Certified Public Accountants & Consultants for Professional Services to Evaluate Water and Sewer System Development Charges.
AGENDA DATE:	November 27, 2023

RECOMMENDED ACTION:

To amend the contract for RFQ PS24-001 Professional Services to Evaluate Water and Sewer System Development Charges and to execute a contract amendment with Jackson Thornton Certified Public Accountants & Consultants for an additional not-to-exceed amount of \$15,000.00.

BACKGROUND INFORMATION:

Mayor Sullivan has selected Jackson Thornton Certified Public Accountants & Consultants to perform the professional services to determine the fairness of the existing capacity fees for the Water/Wastewater Utilities Services. Additional work and communication with the City and PFM Financial Advisors is proposed.

The rates will be the following hourly fees:

Ryan Shubird	\$280.00/hour
Sarah Chandler	\$385.00/hour
Jim Marshall	\$425.00/hour

For an additional not-to-exceed cost of Fifteen Thousand Dollars (\$15,000.00).

This professional service is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51 (a)(3) Contracts for which competitive bidding not required, which states:

“Contracts for securing services of attorneys, physicians, architects, teachers, superintendents of construction, artists, appraisers, engineers, consultants, certified public accountants, public accountants, or other individuals possessing a high degree of professional skill where the personality of the individual plays a decisive part.”

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
		\$___	\$___	(\$___)

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

RESOLUTION NO. _____

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

[1] That City Council approves the Contract Amendment for (RFQ PS24-001) to Jackson Thornton Certified Public Accountants & Consultants for Professional Services to Evaluate Water & Sewer System Development Charges for a not-to-exceed amount of \$15,0000.00; and authorizes Mayor Sherry Sullivan to execute the contract documents.

ADOPTED ON THIS 27TH DAY OF NOVEMBER, 2023

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

issuing Date: 11/16/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve Contract Amendment for RFQ PS24-001 for Professional Services to Evaluate Water & Sewer System Development Charges

Project Location: Water & Sewer

Presented to City Council: 11/27/2023

Resolution # : Approved _____

Funding Request Sponsor: Daryl Morefield, Water & Sewer Superintendent
Sherry Sullivan, Mayor

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 15,000.00 Not-to-Exceed Amount

NOV 16 '23 PM4:31 *aw*

Vendor: Jackson Thornton Certified Public Accountants & Consultants (Vendor #554)

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 HR-17

Project will be:

Expensed XXX
Capitalized _____
inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 004010-50290 & 004020-50290
G/L Acct Name: Water & Waste Water - Professional Services

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

Project Budgeted: \$ 15,000.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ -

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

Approve the contract amendment for RFQ PS24-001 Professional Services to evaluate water and sewer development charges for the not-to-exceed amount of \$15,000.00 and authorize the Mayor to execute contract amendment.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? 10/09/23 Council Approved the Selection of Jackson Thornton for RFQ PS24-001 for Professional Services to Evaluate Water and Sewer System Development Charges and Authorized Mayor to Execute Contract

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 11/14/2023

Purchasing Memo Date: 11/14/2023

Delivered To Date: 11/16/2023

Request Approved Date: 11/16/2023

Request Approved Date: 11/16/2023

Approved Date: 11/16/2023

Signatures: *Suzanne Doughty*
Suzanne Doughty

Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

To: Lisa Hanks, City Clerk
Kim Creech, Treasurer

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

From: Erin Wolfe, Purchasing Manager

Sherry Sullivan
Mayor

Date: November 15, 2023

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

Re: RFQ PS24-001 Professional Services to Evaluate Water and Sewer System Development Charges – Contract Amendment

Lisa A. Hanks, MMC
City Clerk

The Mayor, Sherry Sullivan, is requesting an amendment to the contract with Jackson Thornton Certified Public Accountants & Consultants for **Professional Services to Evaluate Water and Sewer System Development Charges**.

Kimberly Creech
Treasurer

Mayor Sullivan has selected Jackson Thornton Certified Public Accountants & Consultants to perform the professional services to determine the fairness of the existing capacity fees for the Water/Wastewater Utilities Services. Additional work and communication with the City and PFM Financial Advisors is proposed.

The rates will be the following hourly fees:

Ryan Shubird	\$280.00/hour
Sarah Chandler	\$385.00/hour
Jim Marshall	\$425.00/hour

For an additional not-to-exceed cost of Fifteen Thousand Dollars (\$15,000.00).

This professional service is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51 (a)(3) Contracts for which competitive bidding not required, which states:

"Contracts for securing services of attorneys, physicians, architects, teachers, superintendents of construction, artists, appraisers, engineers, consultants, certified public accountants, public accountants, or other individuals possessing a high degree of professional skill where the personality of the individual plays a decisive part."

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

251-928-2136 (p)

Please place on the next available City Council Agenda this request for City Council to amend the contract for RFQ PS24-001 Professional Services to Evaluate Water and Sewer System Development Charges and to execute a contract amendment with Jackson Thornton Certified Public Accountants & Consultants for an additional not-to-exceed amount of \$15,000.00.

Cc: file, Daryl Morefield, Mayor Sherry Sullivan

City of Fairhope
Contract Amendment
RFQ PS24-001
Professional Services to Evaluate Water
and Sewer System Development Charges

This **AMENDMENT OF CONTRACT** ("AMENDMENT") is made this _____ day of _____, 2023 for the purpose of increasing the contract for **RFQ PS24-001 Professional Services to Evaluate Water and Sewer System Development Charges** dated July 13, 2023 ("Original Contract") between the **City of Fairhope** and **Jackson Thornton Certified Public Accountants & Consultants** (the "Parties").

1. The Original Contract, which is attached hereto as part of this Amendment is described below:
The Original Contract was awarded for a not-to-exceed amount of Six Thousand Dollars (\$6,000.00).
2. The Parties agreed to amend the Original Contract to add additional meetings and communications with the City and PFM Financial Advisors for the not-to-exceed amount of Fifteen Thousand Dollars (\$15,000.00).
3. That amendment binds and benefits both Parties and any successors or assigns. This document, including the attached original contract, is the entire agreement between the Parties. All other terms and conditions of the Original Contract, remain unchanged. This contract will be increased Fifteen Thousand Dollars (\$15,000.00). The total cost of the contract shall be not-to-exceed Twenty-One Thousand Dollars (\$21,000.00).

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment as of the day and year first above written.

THE CITY OF FAIRHOPE, ALABAMA

By: **Sherry Sullivan, Mayor**

By: **Lisa A. Hanks, MMC, City Clerk**

NOTARY FOR THE CITY

I, the undersigned authority in and for said State and County, hereby certify that **Sherry Sullivan** as Mayor of the City of Fairhope whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day, being informed of the contents of the document she executed the same voluntarily on the date of the same bears date.

Given under my hand and Notary Seal on this _____ day of _____, 2023

Notary Public _____

My Commission Expires _____



CITY OF FAIRHOPE
AGENDA MEMORANDUM

FROM:	Hannah Noonan, Human Resources Director
SUBJECT:	Reclassify Existing Vacant Position
AGENDA DATE:	November 27, 2023

RECOMMENDED ACTION:

That the City Council approves and adopts the recommendations for the Water and Wastewater Department Restructuring and Reclassification as follows: Reclassify one (1) Wastewater Plant Operator II (Grade 7) to Wastewater Operator Trainee (Grade 4).

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
		\$___	\$___	(\$___)

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up:

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves and adopts the recommendations for the Water and Wastewater Department Restructuring and Reclassification as follows: Reclassify one (1) Wastewater Plant Operator II (Grade 7) to Wastewater Operator Trainee (Grade 4).

ADOPTED THIS 27TH DAY OF NOVEMBER, 2023

Corey Martin, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk



CITY OF FAIRHOPE
AGENDA MEMORANDUM

FROM:	Richard Johnson, DIRECTOR OF PUBLIC WORKS
SUBJECT:	The Director of Public Works, Richard Johnson, has requested hiring a contractor to provide all material, equipment, labor and incidentals to reconstruct Kemper Lane, Davison Loop, and Vivian Loop including new gutter, sidewalks, driveways, and leveling/overlying the roadways.
AGENDA DATE:	November 27, 2023

RECOMMENDED ACTION:

To award Bid No. 24-004-2024-PWI-005 Construction of ADA Compliant Sidewalks in Southland Place Subdivision for the not to exceed cost of \$1,032,297.75.

BACKGROUND INFORMATION:

A service bid was issued on October 6, 2023, posted to the City of Fairhope’s website, and viewed by 155 of 419 vendors who select to receive e-notifications. Two (2) responsive bids were received at the bid opening on November 14, 2023 at 10:00 a.m.

The Director of Public Works recommends the award be made **Asphalt Services, Inc.** Their low bid response price for the entire project was One Million Thirty-Two Thousand Two Hundred Ninety-Seven Dollars and Seventy-Five Cents (\$1,032,297.75).

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
103-55887	ADA Compliance Project	\$1,518,292.00	\$1,032,297.75	\$485,994.25

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

RESOLUTION NO. _____

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

[1] That the City of Fairhope did request, receive, and open bids to procure services for (Bid No. 24-004-2024-PWI-005) Construction of ADA Compliant Sidewalks in Southland Place Subdivision at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for
Construction of ADA Compliant Sidewalks in Southland Place Subdivision

[3] After evaluating the bids with the required specifications, Asphalt Services, Inc. is now awarded (Bid No. 24-004-2024-PWI-005) for Construction of ADA Compliant Sidewalks in Southland Place Subdivision with a bid proposal not-to-exceed \$1,032,297.75.

DULY ADOPTED THIS 27TH DAY OF NOVEMBER, 2023

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 11/16/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve Bid No. 24-004-2024-PWI-005 Award for Construction of ADA Compliant Sidewalks in Southland Place Subdivision to Asphalt Services, Inc.

Project Location: Southland Place Subdivision

Presented to City Council: 11/27/2023

Resolution # : Approved _____

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

Changed _____

Rejected _____

Project Cash Requirement Requested:

Cost: \$ 1,032,297.75 Not-to-Exceed Amount

NOV 16 '23 PM4:31 [Signature]

Vendor: Asphalt Services, Inc. (Vendor #3005)

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 HR-17

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 103-55887

G/L Acct Name: ADA Compliance Project

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

Project Budgeted: \$ 1,032,297.75 Lines 10 & 20

Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ -

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

Approve the award of Bid No. 24-004-2024-PWI-005 Construction of ADA Compliant Sidewalks in Southland Place Subdivision to Asphalt Services, Inc. for the not-to-exceed amount of \$1,032,297.75.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 11/14/2023

Purchasing Memo Date: 11/14/2023

Delivered To Date: 11/16/2023

Request Approved Date: 11/16/2023

Request Approved Date: 11/16/2023

Approved Date: 11/16/2023

Signatures: Suzanne Doughty

Signatures: Kim Creech

Signatures: Mayor Sherry Sullivan



MEMO

To: Suzanne Doughty, Senior Accountant
Kimberly Creech, City Treasurer

From: _____
Erin Wolfe, Purchasing Manager

Sherry Sullivan
Mayor

Date: November 15, 2023

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

Re: **Requesting Green Sheet and Approval by City Council to award Bid No. 24-004-2024-PWI-005 Construction of ADA Compliant Sidewalks in Southland Place Subdivision**

Lisa A. Hanks, MMC
City Clerk

The Director of Public Works, Richard Johnson, has requested hiring a contractor to provide all material, equipment, labor and incidentals to reconstruct Kemper Lane, Davison Loop, and Vivian Loop including new gutter, sidewalks, driveways, and leveling/overlaying the roadways.

Kimberly Creech
City Treasurer

A service bid was issued on October 6, 2023, posted to the City of Fairhope's website, and viewed by 155 of 419 vendors who select to receive e-notifications. Two (2) responsive bids were received at the bid opening on November 14, 2023 at 10:00 a.m.

The Director of Public Works recommends the award be made **Asphalt Services, Inc.** Their low bid response price for the entire project was One Million Thirty-Two Thousand Two Hundred Ninety-Seven Dollars and Seventy-Five Cents (\$1,032,297.75).

Please prepare a Green Sheet and place on the next City Council Agenda this request to award Bid No. 24-004-2024-PWI-005 Construction of ADA Compliant Sidewalks in Southland Place Subdivision for the not to exceed cost of \$1,032,297.75.

Enclosure

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

Cc: Richard Johnson, George Ladd, Clint Steadham

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

BID TABULATION
City of Fairhope, Alabama
November 14th, 2023 - 10:00 A.M.

Bid No. 24-004-2024-PW-005 Construction of ADA Compliant Sidewalks in Southland Place Subdivision				Asphalt Services, LLC 11045 Old Highway 31 Spanish Fort, AL 36527		Chris [unclear] Contracting, Inc. P.O. Box 70211 Mobile, AL 36607	
Pay Item	Item Description	Unit	Quantity	Unit Price	Extension	Unit Price	Extension
Base Bid							
206C-000	REMOVING CONCRETE SIDEWALK	SQUARE YARD	2123	\$ 25.30	\$ 53,711.90	\$ 20.00	\$ 42,460.00
206C-010	REMOVING CONCRETE DRIVEWAY	SQUARE YARD	1160	\$ 28.75	\$ 33,350.00	\$ 20.00	\$ 23,200.00
208D-005	REMOVING GUTTER	LINEAR FEET	4210	\$ 17.25	\$ 72,622.50	\$ 25.00	\$ 105,250.00
209A-000	MAILBOX RESET, SINGLE	EACH	15	\$ 316.75	\$ 4,751.25	\$ 500.00	\$ 7,500.00
209A-001	MAILBOX RESET, DOUBLE	EACH	12	\$ 373.75	\$ 4,485.00	\$ 750.00	\$ 9,000.00
209A-002	MAILBOX RESET, MULTIPLE	EACH	4	\$ 575.00	\$ 2,300.00	\$ 1,000.00	\$ 4,000.00
210A-000	UNCLASSIFIED EXCAVATION	CUBIC YARD	968	\$ 18.40	\$ 17,811.20	\$ 18.50	\$ 15,972.00
210D-022	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2-4(0) OR A-4(0))	CUBIC YARD	604	\$ 33.50	\$ 20,234.00	\$ 20.00	\$ 12,080.00
405A-000	TACK COAT	GALLONS	568	\$ 10.00	\$ 5,680.00	\$ 15.00	\$ 8,520.00
424A-360	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TONS	319	\$ 156.80	\$ 50,019.20	\$ 175.00	\$ 55,825.00
424B-659	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, LEVELING, 1 MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TONS	760	\$ 149.25	\$ 113,430.00	\$ 175.00	\$ 133,000.00
430B-040	AGGREGATE SURFACING (CRUSHED AGGREGATE BASE, TYPE B)	TONS	1010	\$ 48.00	\$ 48,480.00	\$ 75.00	\$ 75,750.00
600A-000	MOBILIZATION	LUMP SUM	1	\$ 71,602.70	\$ 71,602.70	\$ 100,000.00	\$ 100,000.00
618A-001	CONCRETE SIDEWALK, 6" THICK	SQUARE YARD	2130	\$ 83.15	\$ 177,109.50	\$ 90.00	\$ 191,700.00
618B-002	CONCRETE DRIVEWAY, 6" THICK	SQUARE YARD	1200	\$ 83.15	\$ 99,780.00	\$ 90.00	\$ 108,000.00
621C-162	INLETS, TYPE S (PARTIAL)	EACH	5	\$ 3,375.00	\$ 16,875.00	\$ 2,000.00	\$ 10,000.00
622A-000	MANHOLE COVERS RESET	EACH	5	\$ 948.00	\$ 4,740.00	\$ 2,000.00	\$ 10,000.00
623A-001	CONCRETE GUTTER (VALLEY)	LINEAR FEET	3900	\$ 44.00	\$ 171,600.00	\$ 35.00	\$ 136,500.00
641S-500	VALVE BOX RESET	EACH	9	\$ 374.00	\$ 3,366.00	\$ 1,000.00	\$ 9,000.00
650A-000	TOPSOIL	CUBIC YARD	195	\$ 25.00	\$ 4,875.00	\$ 25.00	\$ 4,875.00
654A-000	SOLID SODDING	SQUARE YARD	1760	\$ 8.00	\$ 14,080.00	\$ 10.00	\$ 17,600.00
665J-002	SILT FENCE	LINEAR FEET	3050	\$ 6.00	\$ 18,300.00	\$ 5.00	\$ 15,250.00
665O-001	SILT FENCE REMOVAL	LINEAR FEET	3050	\$ 1.25	\$ 3,812.50	\$ 2.50	\$ 7,625.00
665P-005	INLET PROTECTION, STAGE 3 OR 4	EACH	6	\$ 795.00	\$ 6,360.00	\$ 350.00	\$ 2,800.00
680A-001	GEOMETRIC CONTROLS	LUMP SUM	1	\$ 2,200.00	\$ 2,200.00	\$ 10,000.00	\$ 10,000.00
703A-000	TRAFFIC CONTROL MARKINGS, CLASS 1, TYPE A	SQUARE FEET	480	\$ 10.00	\$ 4,800.00	\$ 10.00	\$ 4,800.00
711A-000	ROADWAY SIGN RELOCATION	LUMP SUM	1	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00
740B-000	CONSTRUCTION SIGNS	SQUARE FEET	128	\$ 14.00	\$ 1,792.00	\$ 20.00	\$ 2,560.00
740E-000	CONES (36 INCHES HIGH)	EACH	30	\$ 25.00	\$ 750.00	\$ 15.00	\$ 450.00
740F-002	BARRICADES, TYPE III	EACH	4	\$ 450.00	\$ 1,800.00	\$ 500.00	\$ 2,000.00
740G-000	BARRICADES, TYPE I, (PORTABLE, 24 INCHES WIDE)	EACH	7	\$ 150.00	\$ 1,050.00	\$ 300.00	\$ 2,100.00
740M-001	BALLAST FOR CONE	EACH	30	\$ 1.00	\$ 30.00	\$ 15.00	\$ 450.00
BASE BID					\$ 1,032,297.75		\$ 1,129,767.00

I certify this is a true and accurate tabulation of bids received at 10:00 A.M., Local Time, November 14th, 2023, for Bid No. 24-004-2021-PW-005 Construction of ADA Compliant Sidewalks in Southland Place Subdivision





November 15, 2023

Mr. Richard Johnson, P.E.
Public Works Director
City of Fairhope
555 South Section Street
Fairhope, Alabama 36533

REF: Bid No. 24-004-2024-PWI-005
Construction of ADA Compliant Sidewalks in Southland Place Subdivision
Award Recommendation

Dear Mr. Johnson:

As you are aware, two bids were received on the project and included Asphalt Services, LLC and Chris Brewer Contracting, Inc. The bids contained a bid bond, Power of Attorney to bid bond, and they completed the Contractor Information page. The calculated bids were as follows:

Bidder	Total Bid
Asphalt Services, LLC	\$1,032,297.75
Chris Brewer Contracting, Inc.	\$1,129,767.00

We have reviewed the unit prices submitted by the bidders for unbalanced bidding. All the unit prices appear to be in order. Therefore, we recommend acceptance of the bid from Asphalt Services, LLC in the amount of \$1,032,297.75.

If you have any questions, please call me at (251) 545-1219. We appreciate the opportunity to have provided these services.

Sincerely,
NEEL-SCHAFFER, INC.

Shane Bergin, P.E., PTOE, PTP, RSP,
Senior Project Manager

engineers | planners | surveyors | environmental scientists | landscape architects

P: 251.471.2000 | F: 251.471.5997

5 Dauphin Street, Suite 200
Mobile, AL 36602

www.neel-schaffer.com





CITY OF FAIRHOPE
AGENDA MEMORANDUM

FROM:	Richard Johnson, DIRECTOR OF PUBLIC WORKS
SUBJECT:	The City of Fairhope is requesting Baldwin County's assistance in restriping roads within the City of Fairhope city limits to help with traffic safety.
AGENDA DATE:	November 27, 2023

RECOMMENDED ACTION:

To approve the Mayor to execute an intergovernmental agreement with Baldwin County for the restriping of roads within the City limits.

BACKGROUND INFORMATION:

The City of Fairhope is requesting Baldwin County's assistance in restriping roads within the City of Fairhope city limits to help with traffic safety.

The requested roads include:

- Thompson Hall from Fairhope Ave. to Twin Beech
- County Road 13 from Morphy to the southern end of City maintenance
- Manley Road from Greeno to County Road 13
- Section Street from Bayou Drive to Oak Street

The cost estimate would be Twenty-Six Thousand One Hundred Fourteen Dollars and Fifty-Eight Cents (\$26,114.58).

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
001350-50360	Streets-General Maintenance	\$26,114.58	\$26,114.58	(\$____)

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up:

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, that Mayor Sherry Sullivan is hereby authorized to execute an Intergovernmental Service Agreement between the Baldwin County Commission and the City of Fairhope, Alabama for the Restriping of Roads within the City Limits for an estimated amount of \$26,114.58.

ADOPTED ON THIS 27TH DAY OF NOVEMBER, 2023

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 11/16/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve the Mayor to Execute Intergovernmental Agreement with Baldwin County Commission for the Restriping of Roads

Project Location: Various Streets

Presented to City Council: 11/27/2023

Resolution # :
Approved _____

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

Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 26,114.58 (Estimate)

NOV 16 '23 PM 4:31 *JSW*

Vendor: Baldwin County Commission (Vendor #21701)

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

Department Funding This Project

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

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Meter-19 IT-16
Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDept/Fac-75 Debt Service-85 Marina-34 Plan/Zone-12 Adult Rec-30 HR-17

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 001350-50360
G/L Acct Name: Streets - General Maintenance

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

Project Budgeted: \$ 26,114.58 Line 10
Balance Sheet Item-
Included in projected _____
cash flow _____

Over (Under) budget amount: \$ _____

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

Approve the Mayor to execute an intergovernmental agreement with Baldwin County for the striping of roads within City limits for the estimated amount of \$26,114.58.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 11/14/2023

Purchasing Memo Date: 11/14/2023

Delivered To Date: 11/16/2023

Request Approved Date: 11/16/2023

Request Approved Date: 11/16/2023

Approved Date: 11/16/2023

Signatures: *Suzanne Doughty*
Suzanne Doughty

Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

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

From: _____
Erin Wolfe, Purchasing Manager

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

Date: November 14, 2023

Re: Requesting Approval by City Council for the Mayor to Execute an Intergovernmental Agreement with Baldwin County for the Restriping of Roads

The City of Fairhope is requesting Baldwin County's assistance in restriping roads within the City of Fairhope city limits to help with traffic safety.

The requested roads include:
Thompson Hall from Fairhope Ave. to Twin Beech
County Road 13 from Morphy to the southern end of City maintenance
Manley Road from Greeno to County Road 13
Section Street from Bayou Drive to Oak Street

The cost estimate would be Twenty-Six Thousand One Hundred Fourteen Dollars and Fifty-Eight Cents (\$26,114.58).

Please place on the next City Council Agenda this request to approve the Mayor to execute an intergovernmental agreement with Baldwin County for the restriping of roads within the City limits.

Enclosure

Cc: Sherry Sullivan, Richard Johnson, George Ladd, Clint Steadham

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

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



July 25, 2023

Sherry Sullivan
Mayor

Council Members:

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

Baldwin County Commissioners
c/o Mr. Tyler Mitchell, P.E., Construction Manager
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(Via Email: tmitchell@baldwincountyal.gov)

RE: Striping Assistance

Dear Baldwin County Commissioners,

The City of Fairhope is requesting Baldwin County's assistance in restriping roads within the City of Fairhope city limits to help with traffic safety. The City does not have adequate equipment or staff to complete this amount of striping without assistance.

If the County is willing to complete this work for the City of Fairhope, the City will provide all the necessary materials. Please see the attached requests that include: Thompson Hall From Fairhope Ave. to Twin Beach; County Road 13 from Morphy to the southern end of City maintenance; Manley Road from Greeno to County Rd 13; and Section Street from Bayou Drive to Oak Street.

Thank you for your consideration and continued support and cooperation with the City of Fairhope.

Sincerely,

Sherry Sullivan
Mayor
City of Fairhope

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

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

cc (via email):

Richard Johnson, P.E., City of Fairhope Public Works Director
George Ladd, City of Fairhope Public Works Assistant Director
Frank Lundy, P.E., County Engineer
Roger Rendleman, County Administrator

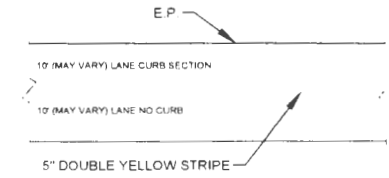
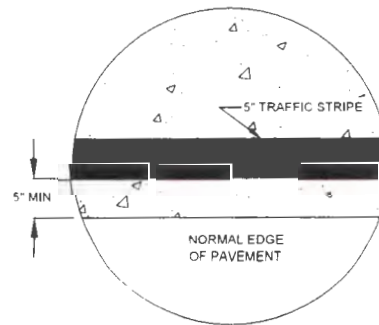
Baldwin County Highway Department Estimate Sheet					
DATE	11/13/2023				
REQUESTED BY:	City of Fairhope				
LOCATION	Fairhope				
Scope of Work:	Stripe Manley Rd, Cr 13 S, Cr 13 N,Thompson Hall Rd, Section St		24,552' total distance		
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	SUBTOTAL
1	EQUIPMENT				
	Traffic ops				
EQ# 69747	2019 F450 Crew Cab Truck	Hours	10	\$ 28.95	\$ 289.50
EQ# 11650	2022 Peterbilt 520 Flatbed Paint Truck	Hours	30	\$ 76.28	\$ 2,288.40
EQ# 18803	2017 Superior Broom	Hours	4	\$ 31.17	\$ 124.68
	Total				\$ 2,702.58
2	LABOR				
	Traffic ops				
	4 EMPLOYEES	HOURS	160	\$ 30.00	\$ 4,800.00
	Total				\$ 4,800.00
3	MATERIAL				
	Paint (White)	GAL	360	\$14.25	\$ 5,130.00
	Paint (Yellow)	GAL	360	\$13.75	\$ 4,950.00
	Glass Beads-Type IV	LBS	5,040	\$1.25	\$ 6,300.00
	Glass Beads Type-I	LBS	3,600	\$0.62	\$ 2,232.00
	Total				\$ 18,612.00
	Total Cost Estimate				\$ 26,114.58

REQUESTED ROAD STRIPING SCHEDULE

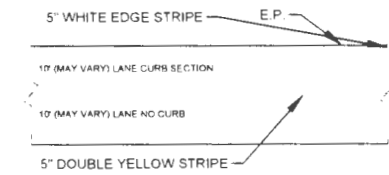
STREET SEGMENT									
NAME	FROM	TO	FEET	MILE	Striping Type (See Legend)	WHITE EDGE STRIP (Mi)	DOUBLE YELLOW (Mi)	SOLID YELLOW (Mi)	BROKEN YELLOW (Mi)
Manley Road	US HWY 98	County Road 13	5280	1.00	TYPE B	2.00	1.00	0	0
County Rd 13 (South)	End of City Limits	Twin Beech Rd (CR44)	3960	0.75	TYPE B	1.50	0.75	0	0
County Rd 13 (North)	Twin Beech Rd (CR44)	Morphy Ave	6336	1.20	TYPE B	2.40	1.20	0	0
Thompson Hall Rd	Twin Beech Rd (CR44)	Fairhope Ave	7920	1.50	TYPE B	3.00	1.50	0	0
Section Street	Oak St	Bayou Dr	1056	0.20	TYPE D	0.40	0.00	0.40	0.40
Totals			24552	4.65		9.30	4.45	0.40	0.40

STRIPING NOTES

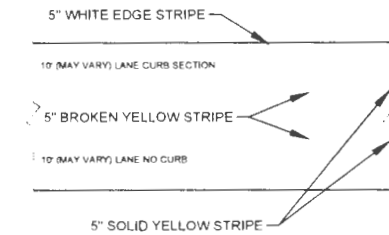
1. TEMPORARY TRAFFIC CONTROL IS A SUBSIDIARY OBLIGATION OF THE STRIPING UNIT COST.
2. ON TYPE C & D STRIPING THERE ARE SHORT SECTION OF DOUBLE YELLOW STRIPING - THESE QUANTITIES WILL BE PAID BY THE LINEAR FEET OF 5" SOLID YELLOW STRIPE
3. ONLY LINEAR STRIPING IS PROPOSED OR REQUESTED - THE CITY WILL BE RESPONSIBLE FOR ALL MARKINGS. CHEVRONS AND OTHER STRIPING DETAILS
4. QUANTITIES WILL BE FIELD VERIFIED PRIOR TO PAYMENT.
5. ALL SHOWN STRIPING SHALL BE CLASS 1H (High Build Paint), TYPE A (ALDOT 701-A)
6. Class 1H paint shall be placed at the rate of 34.3 gallons per mile for a 5 inch wide solid stripe except for the following circumstances. The rate of placement for permanent applications shall be 40.5 gallons per mile for a 5 inch wide solid stripe on rough pavement surfaces such as Open Graded Friction Course (OGFC) and milled surfaces.
7. Placement of Reflective Beads: Type 3 glass beads shall be placed on the Class 1H paint at a rate of 220 pounds per mile for a 5 inch solid wide stripe.



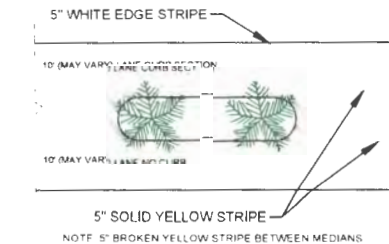
TYPE A - DETAIL



TYPE B - DETAIL

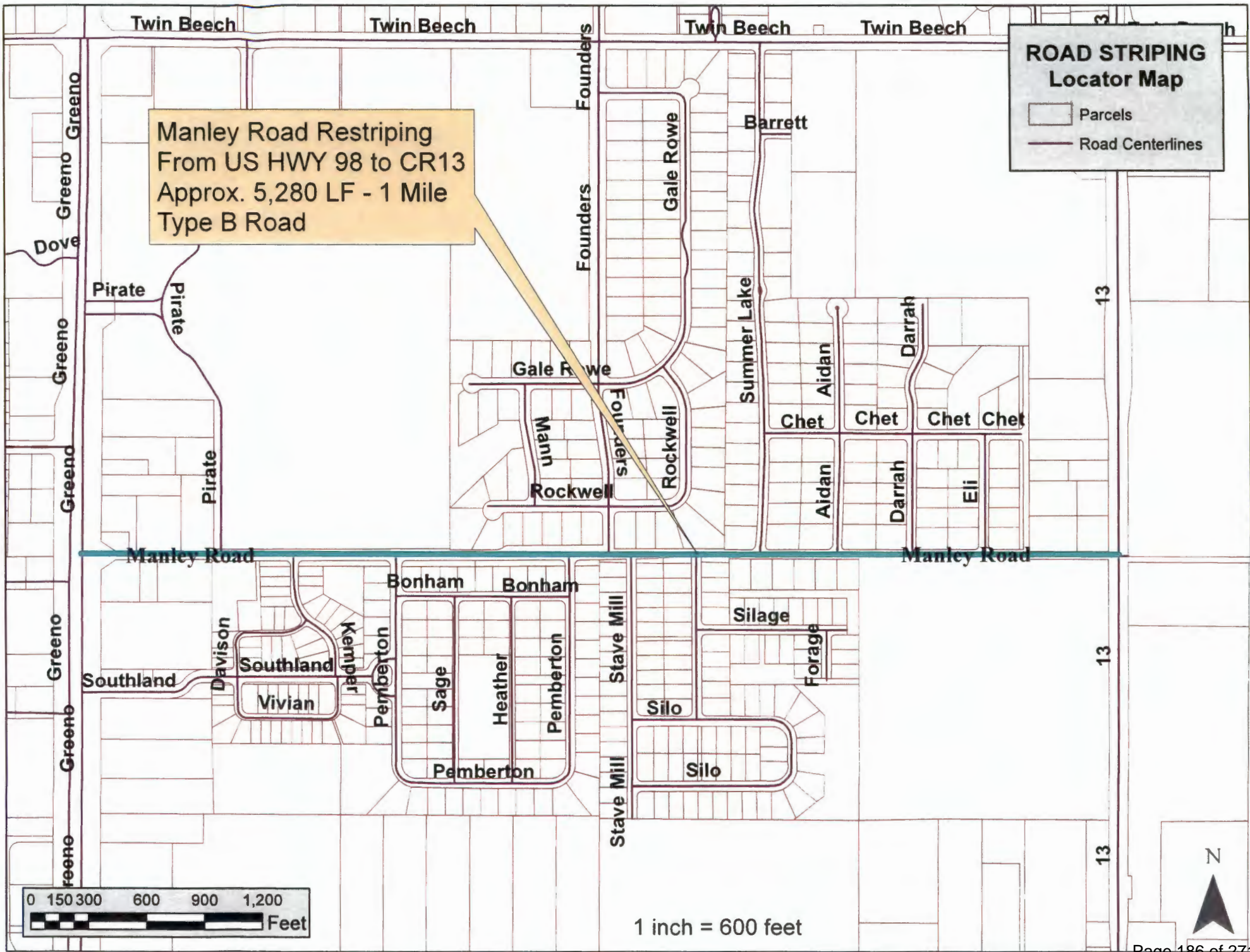


TYPE C - DETAIL



TYPE D - DETAIL

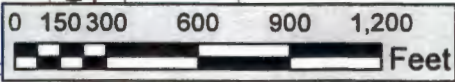
Road Striping Details		
City of Fairhope, Public Works		
Date: July 19, 2023	Drawn By: R.D. Johnson, PE	Striping & Details
Scale: N.T.S.	Streets2023	Page 1 of 1



Manley Road Restriping
 From US HWY 98 to CR13
 Approx. 5,280 LF - 1 Mile
 Type B Road

**ROAD STRIPING
 Locator Map**

Parcels
 Road Centerlines

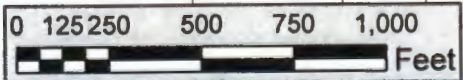


1 inch = 600 feet

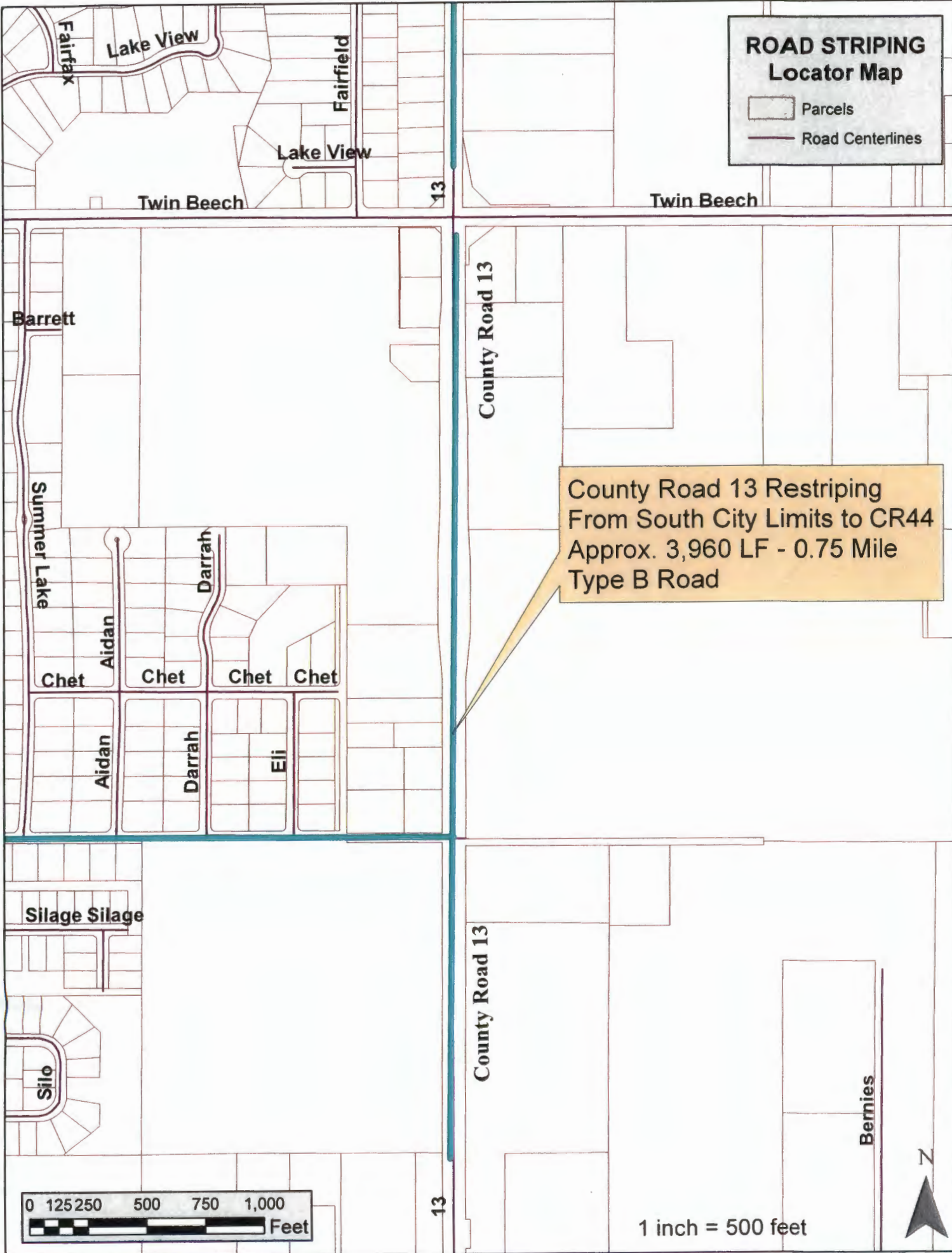


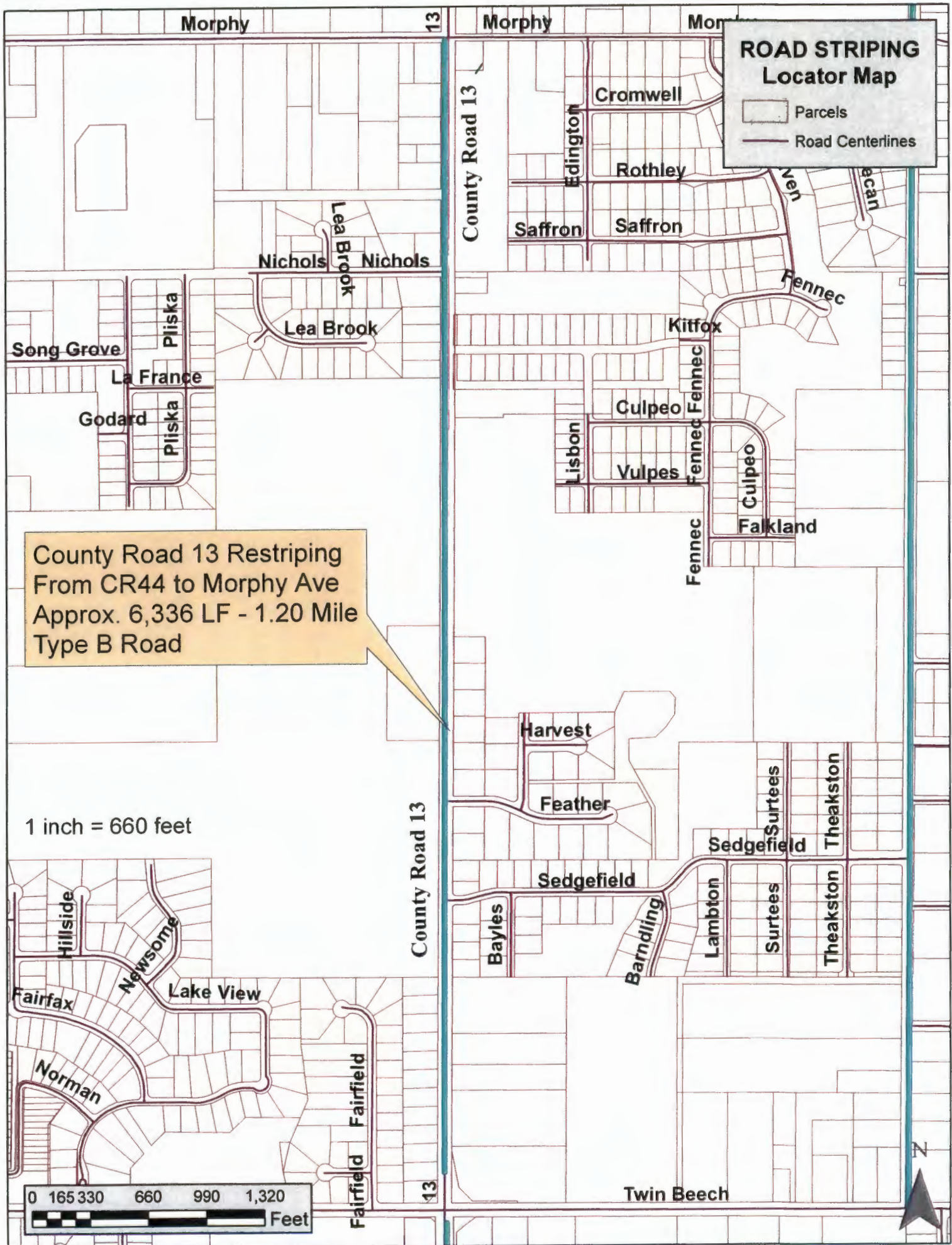
**ROAD STRIPING
Locator Map**

County Road 13 Restriping
From South City Limits to CR44
Approx. 3,960 LF - 0.75 Mile
Type B Road





1 inch = 500 feet



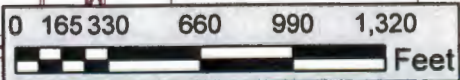


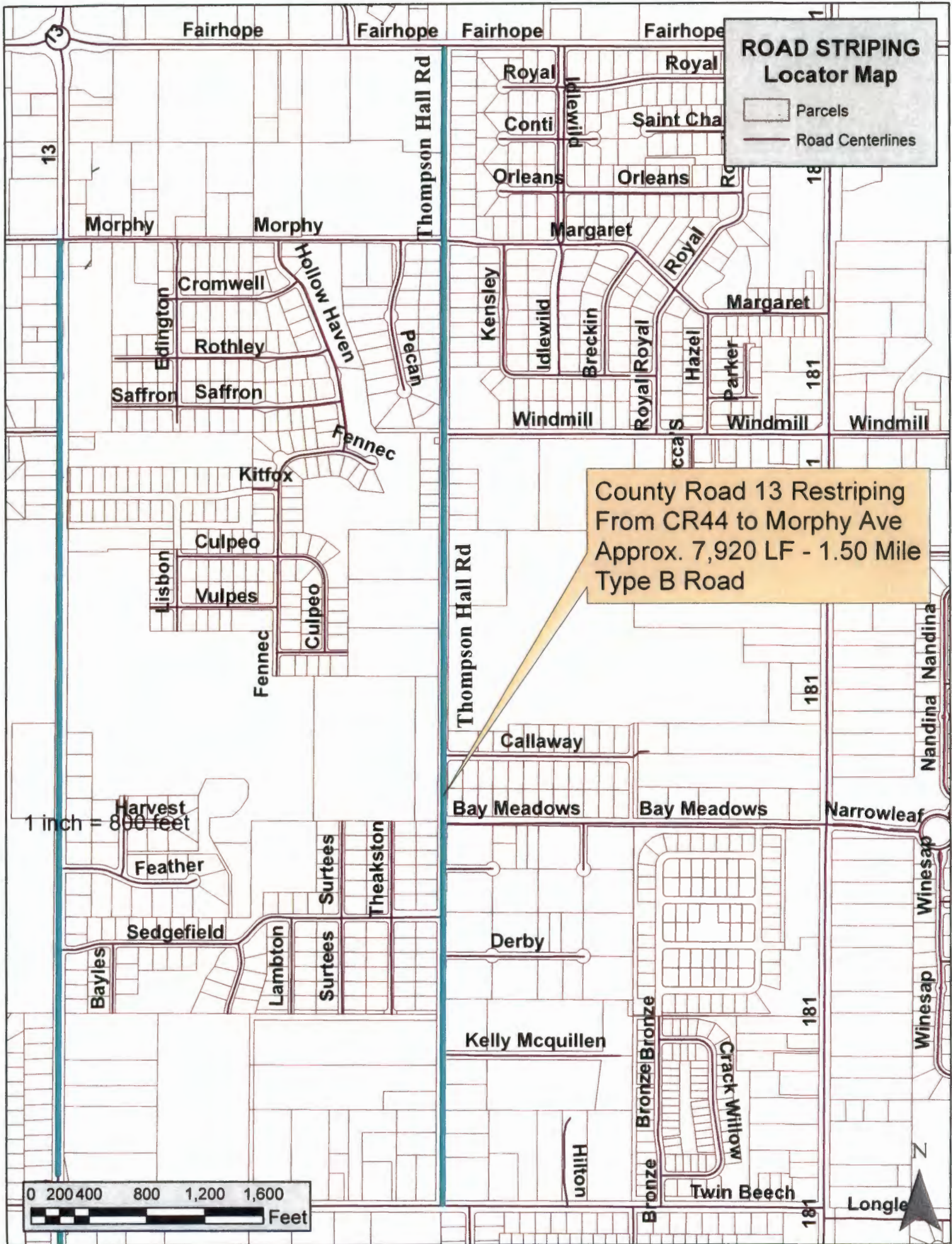
**ROAD STRIPING
Locator Map**

-  Parcels
-  Road Centerlines

County Road 13 Restriping
From CR44 to Morphy Ave
Approx. 6,336 LF - 1.20 Mile
Type B Road

1 inch = 660 feet



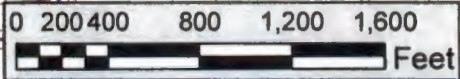


**ROAD STRIPING
Locator Map**



- Parcels
- Road Centerlines

County Road 13 Restriping
From CR44 to Morphy Ave
Approx. 7,920 LF - 1.50 Mile
Type B Road

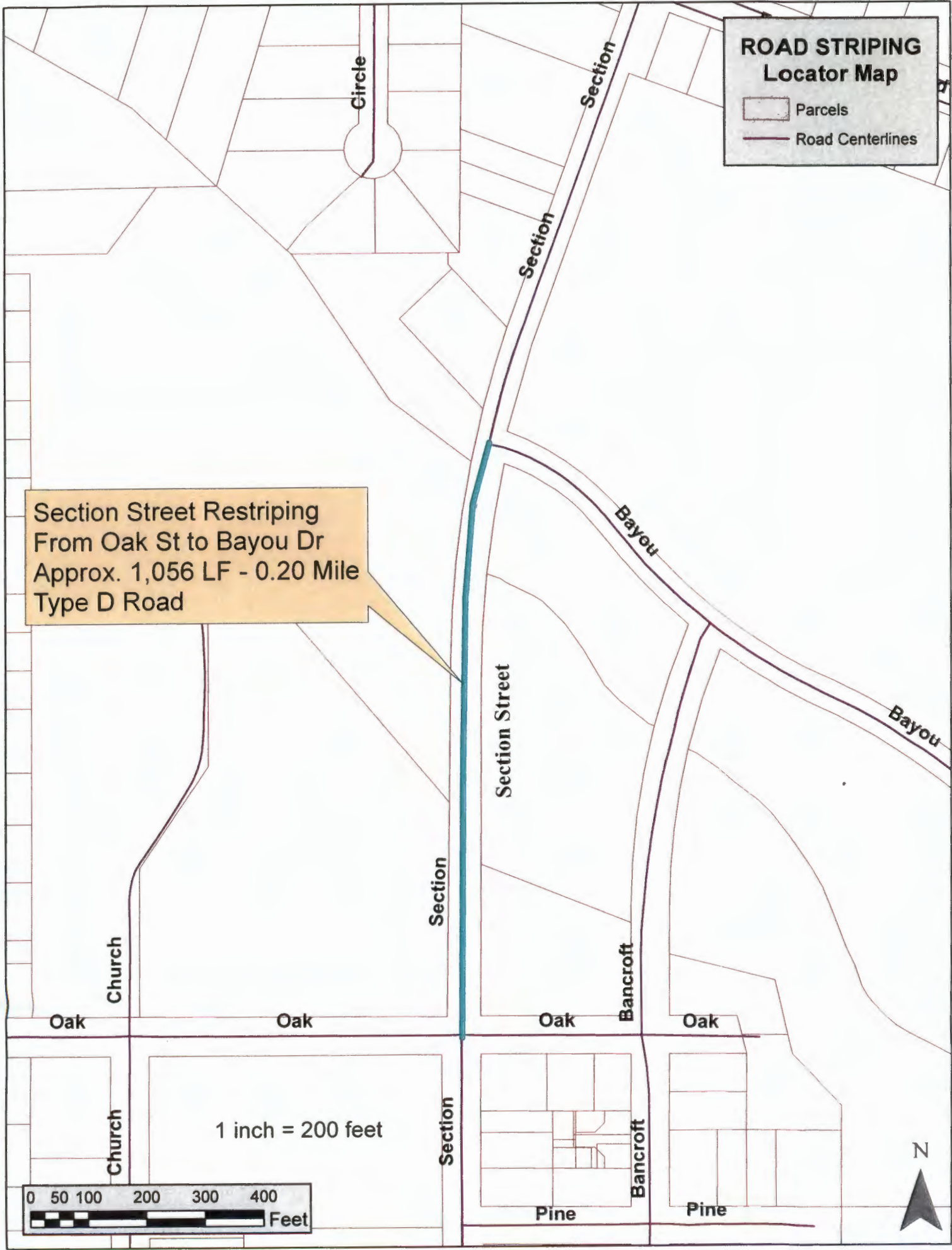
1 inch = 800 feet



ROAD STRIPING Locator Map

-  Parcels
-  Road Centerlines

Section Street Restriping
From Oak St to Bayou Dr
Approx. 1,056 LF - 0.20 Mile
Type D Road





CITY OF FAIRHOPE
AGENDA MEMORANDUM

FROM:	Richard Johnson, DIRECTOR OF PUBLIC WORKS
SUBJECT:	The Director of the Public Works Department. Richard Johnson, is requesting the hiring of a professional engineer for RFQ PS24-006 Professional Engineering Services for New Sidewalks on Parker Road.
AGENDA DATE:	November 27, 2023

RECOMMENDED ACTION:

To approve negotiated not-to-exceed amount of \$41,100.00 for this project and allow the Mayor to execute a contract with Overstreet & Associates, Consulting Engineers.

BACKGROUND INFORMATION:

Mayor Sullivan has selected Overstreet & Associates, Consulting Engineers for this project. The Scope of Work for the Engineering Firm will include:

- | | | |
|----|--|-------------|
| 1. | Field Services – Topographic Survey | \$9,500.00 |
| 2. | Pedestrian Signalization Design | \$3,400.00 |
| 3. | Site Civil Engineering and Design Services | \$28,200.00 |

The negotiated not-to-exceed amount will be Forty-One Thousand One Hundred Dollars (\$41,100.00).

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
103-55780	Parker Road-Capital Project	\$40,000.00	\$41,100.00	(\$1,100.00)

GRANT:

Eastern Shore MPO 80/20 Grant

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

RESOLUTION NO. ____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute a contract with Overstreet & Associates Consulting Engineering for Professional Engineering Services for (RFQ PS24-006) for New Sidewalks on Parker Road with a not-to-exceed amount of \$41,100.00.

DULY ADOPTED THIS 27TH DAY OF NOVEMBER, 2023

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 11/16/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve the Procurement of Professional Engineering Services for RFQ PS24-006 - Parker Road Sidewalks (Design Phase)

Project Location: Parker Road

Presented to City Council: 11/27/2023

Resolution # : Approved _____

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

Changed _____

Rejected _____

Project Cash Requirement Requested:

Cost: \$ 41,100.00 Not-to-Exceed Amount

NOV 16 '23 PM 4:31 [Signature]

Vendor: Overstreet & Associates, PLLC (Vendor #7711)

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 Manna-34 Plan/Zone-12 Adult Rec-30 HR-17

Project will be

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 103-55780
G/L Acct Name: Parker Road - Capital Project

_____ Federal - not to exceed amount
_____ State
_____ City
Eastern Shore MPO (80/20) Local

Project Budgeted: \$ 40,000.00 Line 20
Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ 1,100.00

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

Approve the procurement of professional engineering services for RFQ PS24-006 for Parker Road sidewalks design phase for the not-to-exceed amount of \$41,100.00 and authorize Mayor to execute contract with Overstreet & Associates. This is a capital project partially funded by an 80/20 match grant from Eastern Shore Metropolitan Planning Organization for a total amount of \$40,000.00 (80% MPO = \$32,000 and 20% COF = \$8,000.00). The \$1,100.00 in additional costs will be the responsibility of COF, resulting in a total cost to the City for the design phase being \$9,100.00.

Capital Lease: - Payment _____ Term _____

City Council Prior Approval/Date? 11/28/22 City Council Approved Initial Contract for RFQ PS23-006

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 11/14/2023

Purchasing Memo Date: 11/14/2023

Delivered To Date: 11/16/2023

Request Approved Date: 11/16/2023

Request Approved Date: 11/16/2023

Approved Date: 11/16/2023

Signatures: Suzanne Doughty

Signatures: Kim Creech


Signatures: Mayor Sherry Sullivan



MEMO

To: **Suzanne Doughty, Senior Accountant**
Kim Creech, Treasurer

Sherry Sullivan
Mayor

From: 
Erin Wolfe, Purchasing Manager

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

Date: **November 15, 2023**

Re: **RFQ PS24-006 Professional Engineering Services for New Sidewalks on Parker Road**

Lisa A. Hanks, MMC
City Clerk

The Director of the Public Works Department, Richard Johnson, is requesting the hiring of a professional engineer for RFQ PS24-006 Professional Engineering Services for New Sidewalks on Parker Road.

Kimberly Creech
Treasurer

Mayor Sullivan has selected Overstreet & Associates, Consulting Engineers for this project. The Scope of Work for the Engineering Firm will include:

- | | | |
|----|--|-------------|
| 1. | Field Services – Topographic Survey | \$9,500.00 |
| 2. | Pedestrian Signalization Design | \$3,400.00 |
| 3. | Site Civil Engineering and Design Services | \$28,200.00 |

The negotiated not-to-exceed amount will be Forty-One Thousand One Hundred Dollars (\$41,100.00).

Please place on the next available City Council Agenda this request for the City Council to approve negotiated not-to-exceed amount of \$41,100.00 for this project and allow the Mayor to execute a contract with Overstreet & Associates, Consulting Engineers.

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

Cc: file, Richard Johnson, George Ladd, Clint Steadham

251-928-2136 (p)



overstreeteng.com
1026 Stanton Rd. Suite B
Daphne, AL 36526
251.444.7150

November 15, 2023

To: The City of Fairhope, Alabama
161 N Section Street
Fairhope, Alabama 36532

Attn: Mr. Richard Johnson, P.E. – Public Works Director

Cc: Jason Overstreet, P.E.
file

RE: **City of Fairhope – Parker Road Sidewalks**
Overstreet & Associates Proposal Number: M.2023.115

Mr. Johnson,

In response to our conversations and correspondence, Overstreet & Associates is pleased to provide this proposal for the above-referenced project. It is convenient for engineering consultants to claim technical competency as their competitive advantage. However, our team's purpose is to enable the success of our clients. Our niche is adding value and enhancing relationships.

Supervision/Quality Control: All parts of this project shall be performed under the direct supervision of a Licensed Professional Engineer in the State of Alabama and shall be completed in accordance with the current requirements of the State of Alabama Board of Registration for Professional Engineers and Land Surveyors Administrative Code.

Project Description: The purpose of this project is to provide professional engineering and design services for a new 6-foot-wide sidewalk on Parker Road in Fairhope, Alabama. The new sidewalk will run west to east on Parker Road from Scenic Highway 98 to the Eastern Shore Trail, just east of the U.S. 98 and Parker Rd intersection. The sidewalk will either be located on the north or south side of Parker Rd. The determination will be made based on the topographic survey, engineering judgement, and constructability.

Scope: Based on previous correspondence and our understanding of the project, Overstreet & Associates shall provide surveying and civil engineering services for the above referenced project. More specifically, the Scope of Services shall include:

- **Field Services**
 - Topographic survey for *either* the north or south side of Parker Rd and the intersection of Parker Rd at U.S. 98 (see Exhibit C – Project Limits)



- **Signalization Engineering and Design**
 - Pedestrian signal design and plans, including quantities and standard drawings, for the intersection of U.S. Highway 98 and Parker Road
 - Pedestrian signal timings, as needed, for the new pedestrian phase
- **Site Civil Engineering and Design**
 - 60% Review Plan Set
 - 100% IFC Construction Plans
 - Engineer’s Cost Estimate
 - Bid Phase Services
 - Pre-bid meeting
 - Bid opening, bid tab analysis, and letter of recommendation

Deliverables: Deliverables shall include:

- Topographic survey in electronic format (pdf and CAD)
- Signalization design in electronic format (pdf and CAD)
- Site civil engineering plans in electronic format (pdf and CAD)
- Bid phase documents in native format (i.e., .doc, .xls, .pdf, etc.)
- Hard copies of the deliverables can be provided upon written request at the rates identified in Exhibit B

Overstreet & Associates will prepare and submit the required plans and documentation but cannot guarantee approvals or permits.

Exclusions:

- Updated signal timings for the whole intersection, other than those required to accommodate the new pedestrian phase.
- Stamped drawings of the signal pole foundations to be provided by the contractor’s engineer.
- Geotechnical investigation and report
- Construction administration and inspection
- Construction stakeout
- Surveying and engineering services beyond the above referenced scope of work
- Structural engineering
- Traffic engineering

Additional Alternate Services:

- Topographic survey for the south side of Parker Rd (see Exhibit C – Project Limits)

Budget: Overstreet & Associates estimates the budget to complete the above scope as follows:

Parker Road Proposed Budget

1. Field Services – Topographic Survey	\$9,500
2. Pedestrian Signalization Design	\$3,400
3. Site Civil Engineering and Design Services	\$28,200
Parker Road Sidewalks Estimated Total Fee	\$41,100



Add Alternate Services Budget

- 1. Topographic Survey – North and South side of Parker Rd \$14,000
(in addition to the north side – i.e., full right-of-way survey for Parker Rd and U.S. 98 @ Parker Rd intersection)

Add Alternate Not-to-Exceed \$14,000

Reimbursable Expenses

- 1. Printing and reproduction
 - a. Letter, Legal, or Tabloid – Black and White \$0.20 per page
 - b. Letter, Legal, or Tabloid – Color \$0.50 per page
 - c. 24"x36" \$2.00 per sheet
 - d. 30"x42" \$3.00 per sheet
- 2. Client requested meetings and/or inspections T&E per Exhibit B
- 3. Mileage (outside of Mobile or Baldwin County) Current IRS rate
- 4. Out of town travel (outside of Mobile or Baldwin County) Direct reimbursement
- 5. ¹Permit, submittal, or review fees Cost + 20%
- 6. ²Subconsultants Cost + 20%

¹Permit fees are not included in the Not-to-Exceed budget. However, OA will pay for application, review, and/or permit fees if directed in writing by the client. The cost of such services will be reflected on the next invoice and will be on a cost + 20% basis.

²In the event subconsultants are required for services as necessitated by the project scope or reviewing agencies, they will be billed at cost + 20% of their proposed fee. Subconsultants will not be released to begin work receipt of written authorization from the Client's authorized representative.

Overstreet & Associates will submit the preliminary site plan to the owner and architect for review and comment. Any comments received from the owner and/or architect will be implemented into the plan and re-submitted as Revision B. Upon issuance of Revision B, the site plan will be considered final, and the basis of design moving forward. Any changes requested by the owner or architect must be received in writing, and will be billed on a Time and Expense basis per the schedule in Exhibit B.

Unless specifically identified in the above scope of services, Overstreet and Associates does not propose having full-time or part-time representation on-site during the construction process. As such, we cannot guarantee compliance between the design plans and as-built conditions. Any as-built plans will be generated using contractor supplied information and third-party surveying services.

Our estimated fees include all manpower, material, and all other items necessary to complete this project. This proposed fee does not include cost for governmental reviews, submittal fees, applications and hearings, or title, easement, or deed research, other than specifically referenced above.

Schedule: Based upon our current workload and project backlog, O&A is prepared to begin work within two weeks of receiving the Notice to Proceed. The anticipated duration of the above scope of services is twelve weeks, and dependent on subconsultant availability, weather, latent conditions, and jurisdictional review times. The estimated commencement and duration are for informational purposes only. They should not be interpreted or considered as binding, or a condition of contract fulfillment.

Project Cost: The Alabama Board of Registration for Engineers and Land Surveyors Administrative Code, Chapter 330-X-14, Professional Conduct, Section 330-X-14-.05, Paragraph E prohibits Land



Surveyors and Engineers from participating in a competitive bid process. Please be advised: The price quoted herein is not to be considered a bid. Revisions to the above scope can be made at the client's direction and will be reflected in the estimated fees.

We have identified three elements that make Overstreet & Associates more than just an engineering consultant:

- Our purpose is to enable your success.
- We are devoted to the continuous improvement of our team.
- We understand your business and reflect that in our scope of work.

Overstreet & Associates has been empowering the success of our clients since opening our doors in 2018. We take the time to build relationships with our clients and understand what success means to them. Our proven process for a successful project is to understand your business, establish expectations, and develop the scope. We then execute a project-specific plan, closely monitor, and adjust as the project progresses.

Contractual Considerations: Overstreet & Associates will only engage in the activities identified in the scope of services. Overstreet & Associates will not be involved in obtaining any permits, performing site inspections (other than those specifically included in this contract), preparing other surveys or plans, or any other activity not specifically set forth above. Once executed by the client, this letter (including Exhibits A and B) will be considered a binding contractual agreement between Overstreet & Associates and THE CITY OF FAIRHOPE to perform the above scope of services, and, in return, be compensated in the amount indicated above by THE CITY OF FAIRHOPE, or its authorized representative.

If the above detailed scope and fee is agreeable, please sign and email the executed agreement to jay@overstreeteng.com.

We appreciate your consideration of Overstreet & Associates for this project, and we look forward to working with you on this and future projects. If you have any questions or require additional information, please do not hesitate to call.

Sincerely,
Overstreet & Associates, PLLC



JAY BROUGHTON, PE
VICE PRESIDENT OF ENGINEERING
ALABAMA AREA MANAGER

O: 251.444.7150
C: 251.610.8966
Biloxi | Long Beach | Pascagoula | Daphne
overstreeteng.com



Proposal Acceptance

To indicate acceptance of this proposal and initiate work on the above referenced project, please sign below and return the completed copy to jay@overstreeteng.com. By signing below the Client acknowledges that he/she has read, understands, and takes no exception to, and agrees to be bound by, this agreement.

Proposal accepted by:

Client Name/Company: _____

Title: _____

Client Signature: _____

This _____ day of the month of _____, 20_____.

Billing Information

Billing Point of Contact: _____

Billing Address: _____

Telephone Number: _____

Email Address: _____

EXHIBIT A
GENERAL TERMS AND CONDITIONS

1. **Relationship between OVERSTREET AND ASSOCIATES, PLLC (Hereafter, "ENGINEER") and THE CITY OF FAIRHOPE, ALABAMA (Hereafter, "Client").** ENGINEER shall serve as Client's professional engineering consultant in those phases of the Project to which this Professional Services Agreement applies. ENGINEER shall not be considered to be the employee of the Client and shall always be considered to be an independent contractor of the Client. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership.

2. **Responsibility of the ENGINEER.** ENGINEER will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the ENGINEER shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the ENGINEER be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the ENGINEER to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

To the extent requested by Client, ENGINEER may determine the amount owing the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work and ENGINEER shall bear no liability or responsibility for the work of the contractor or its employees, agents, representatives, or subcontractors.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to requirements for the Project, including budgetary limitations. Client shall arrange for ENGINEER to have authorization to enter upon public and private property and Client shall obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to ENGINEER whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's

services, or any defect or nonconformance in the work or any construction contractor.

Client shall examine all documents presented by ENGINEER, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority on its behalf with respect to decision making authority for the Project. The persons designated shall review and respond promptly to all communications received from the other party.

5. **Ownership of Documents.** Drawings, specifications, reports, and any other documents prepared by ENGINEER in connection with any or all of the services furnished hereunder shall be the property of ENGINEER. ENGINEER shall have the right to retain copies of all documents and drawings for its files.

6. **Reuse of Documents.** All documents, including drawings and specifications furnished by ENGINEER pursuant to this Agreement ("Engineer Documents"), are intended for use on the Project only. Client agrees Engineer Documents should not be used by Client or others on extensions of the Project or on any other project without the express written permission of ENGINEER. Any reuse, without written verification or adaptation by ENGINEER, shall be at Client's sole risk, and Client shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the unauthorized use of Engineer Documents.

7. **Opinions of Cost.** Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over contractor's methods of determining prices, or over competitive bidding or market conditions, the ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER's opinions or estimates of construction cost.

8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and ENGINEER and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes and Additional Services as defined in Section 29.

9. **Delays.** If the ENGINEER's services are delayed by the Client, or for other reasons beyond ENGINEER's control, for more than 180 days, the fee provided for in the Agreement shall be adjusted equitably.

10. **Subcontracts.** ENGINEER may subcontract portions of its services, but each subcontractor must be approved by Client in writing.

EXHIBIT A
GENERAL TERMS AND CONDITIONS

11. **Suspension of Services.** Client may, at any time, by written order to ENGINEER, require ENGINEER to stop all, or any part, of

the services required by this Agreement. Upon receipt of such order, ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. ENGINEER will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds thirty (30) days. Client will reimburse ENGINEER for the costs of such suspension and remobilization.

12. **Termination.** This Agreement may be terminated by either party upon thirty (30) days' written notice due to failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may be terminated by Client upon thirty (30) days' written notice whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by ENGINEER either before or after the termination date shall be reimbursed by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided. Email will be allowed for written notification.
14. **Indemnification.** To the extent not prohibited by law, and in any case to be construed in a fashion that does not waive governmental, sovereign, or official immunities where applicable, each party to this Agreement shall be, to that extent, responsible for all claims and losses, liability, penalties, damages, or other expenses of any kind whatsoever, resulting from any negligent performance or breach of that party's obligations under this Agreement committed by that party or any of its employees or agents for whom the party is legally responsible. Each party shall provide for legal defense for claims against that party or its agents or employees for whom the party is legally responsible.
15. **Legal Proceedings.** In the event ENGINEER's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where ENGINEER is not a party to such proceeding, Client will compensate ENGINEER for its services and reimburse ENGINEER for all related direct costs incurred in connection with providing such testimony. This provision

shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages ENGINEER to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** ENGINEER shall maintain worker's compensation insurance and unemployment compensation for its direct employees of a form and in an amount as required by state law. ENGINEER shall endeavor to maintain comprehensive general liability insurance, automobile liability, and professional liability insurance. Client recognizes that the insurance market is erratic, and ENGINEER cannot guarantee it will maintain the coverages identified above, except to the extent required by law.
18. **Information Provided by the Client.** ENGINEER shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client to ENGINEER. In addition, the Client agrees to compensate the ENGINEER for any time spent or expenses incurred in defending any claim or in making revisions to ENGINEER's work as a direct or indirect result of insufficient or inaccurate information provided by the Client.
19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of ENGINEER or ENGINEER's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological, and geotechnical conditions that ENGINEER properly inferred to exist between sampling points may differ significantly from those that actually exist.
- ENGINEER will locate utilities which will affect the project from information provided by the Client and utility companies and from ENGINEER's surveys. In that these utility locations are based, at least in part, on information from others, ENGINEER cannot and does not warrant the completeness and accuracy of utility locations.
20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, ENGINEER is required to take appropriate precautions to protect the health and safety of ENGINEER's personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and

the public. Client hereby warrants that, if Client knows or has any reason to assume or suspect that hazardous materials may exist at the project site, Client will inform ENGINEER in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. ENGINEER agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against ENGINEER and agrees to indemnify, defend and hold ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate ENGINEER for any time spent and expenses incurred by ENGINEER in defense of any such claim.

21. **Risk Allocation.** Client agrees that ENGINEER's liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of, or in any way related to, this Agreement or ENGINEER's services from any causes including, but not limited to, ENGINEER's negligence, breach of warranty, errors, omissions, strict liability, or breach of contract shall not exceed the limits of the ENGINEER's professional liability insurance. In no event and under no circumstances shall ENGINEER be liable to Client for consequential, incidental, indirect, special, or punitive damages.
22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as ENGINEER provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, Client agrees not to make any claim against ENGINEER for cost of contractor's change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against ENGINEER for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against ENGINEER will be limited to the cost increase and not the entire cost of the change order.
23. **Payment.** ENGINEER shall submit monthly statements to Client. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after forty-five (45) days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. Payment for ENGINEER's services is not contingent on any factor except ENGINEER's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.
24. **Force Majeure.** Neither Client nor ENGINEER shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, acts of terrorism, fires, material shortages, labor shortages, pandemic, natural calamities, or demands or requirements of governmental agencies.
25. **Compliance with Laws.** ENGINEER shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
26. **Separate Provision.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall be valid, enforceable, and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.
28. **Dispute Resolution and Waiver of Trial by Jury.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in no other venue other than the Circuit Court of Baldwin County, Alabama, or the United States District Court which includes within its geographical Division, Baldwin County, Alabama; and shall be litigated only before a judge hearing the matter alone, as both finder of fact and law, without a jury. **THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE TO WAIVE ANY RIGHT TO TRIAL BY JURY FOR ANY DISPUTE OR CLAIM IN ANY WAY RELATED TO THIS AGREEMENT.**
29. **Additional Services.** Services resulting from significant changes in the general scope, extent or character of the Project designed or specified by ENGINEER or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to other causes beyond ENGINEER's control, are considered to be "Additional Services" and will be subject to modified fees..
30. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of both parties.

31. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and ENGINEER hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereto that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
32. **Separate Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
33. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by each party.
34. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and ENGINEER, the Terms and Conditions contained in this Agreement shall supersede and have precedence over any other terms and conditions contained in any other written or oral agreement entered into between Client and ENGINEER that either actually do or appear to conflict with the Terms and Conditions contained in this Agreement, regardless of when, in relationship to these Terms and Conditions contained in this Agreement, such other written or oral agreements was actually entered into between Client and ENGINEER.
35. **Course of Dealing.** Client and ENGINEER agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between them, unless Client or ENGINEER gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

EXHIBIT " B "

**OVERSTREET & ASSOCIATES
STANDARD HOURLY RATES SCHEDULE
EFFECTIVE JANUARY 1, 2023**

<u>Position</u>	<u>Billing Rate</u>
Principal	\$195.00
Professional Engineer V	\$173.50
Professional Engineer IV	\$168.00
Professional Engineer III.....	\$152.50
Professional Engineer II.....	\$142.00
Professional Engineer I	\$131.50
Engineer Intern III	\$126.00
Engineer Intern II.....	\$110.50
Engineer Intern I.....	\$100.00
Professional Land Surveyor	\$126.00
Senior Project Manager.....	\$131.50
Construction Project Manager	\$110.50
Sr. Survey Crew Chief	\$94.50
Resident Project Representative III	\$95.00
Resident Project Representative II	\$87.00
Resident Project Representative I	\$79.00
CADD Technician III/Designer.....	\$100.00
CADD Technician II	\$89.50

CADD Technician I	\$79.00
GIS Intern.....	\$58.00
Project Technician	\$78.00
Administrative/Clerical.....	\$68.50
Surveys with RTK GPS Equipment	\$31.50
Survey Project Manager/Land Surveyor Intern	\$105.00
Survey Technician II.....	\$79.00
Survey Technician I.....	\$63.00
Survey Crew III.....	\$184.00
Survey Crew II.....	\$136.50
Survey Crew I.....	\$115.50

Travel Time shall be billed at designated personnel's standard hourly rates.

**OVERSTREET & ASSOCIATES, PLLC.
ENGINEER'S CONSULTANTS AND
REIMBURSABLE EXPENSE SCHEDULE**

Engineer's Consultants: Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges will be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.20**.

Reimbursable Expense Schedule:

Mileage (Outside Baldwin County area)	Current IRS rate
Meals and Lodging (Outside Baldwin County area)	At Cost
Overnight Postage	At Cost
Copies	
Letter, Legal or Tabloid Size – Black and White	\$0.20/page
Letter, Legal or Tabloid Size – Color	\$0.50/page
24" x 36"	\$2.00/sheet
30" x 42"	\$3.00/sheet

Parker Road Sidewalks

City of Fairhope FROM SCENIC 98 TO EASTERN SHORE TRAIL

EXHIBIT C - PROJECT LIMITS

Legend

- Gulf Coast Research & Extension Center
- Haley Dermatology
- Publix Super Market at The Shoppes at?
- Rock Creek Golf Club
- Sunset Pointe at Fly Creek Marina

PROJECT SITE:
PARKER ROAD -
FAIRHOPE, AL






Google Earth

Image © 2023 TerraMetrics

Parker Road Sidewalks

City of Fairhope FROM SCENIC 98 TO EASTERN SHORE TRAIL

Legend

-  Gulf Coast Research & Extension Center
-  Haley Dermatology
-  Publix Super Market at The Shoppes at?
-  Rock Creek Golf Club
-  Sunset Pointe at Fly Creek Marina

BASE :
FULL TOPO FOR NORTH
SIDE OF PARER RD FROM
CENTERLINE TO ROW

ADD ALTERNATE:
FULL TOPO FOR SOUTH
SIDE OF PARER RD FROM
CENTERLINE TO ROW

Google Earth

Image © 2023 TerraMetrics

Eastern Shore



500 ft

Parker Road Sidewalks

City of Fairhope FROM SCENIC 98 TO EASTERN SHORE TRAIL

Legend

- Gulf Coast Research & Extension Center
- Haley Dermatology
- Publix Super Market at The Shoppes at?
- Rock Creek Golf Club

BASE:
FULL TOPO OF
NORTH SIDE OF
PARKER FROM CL
TO ROW AND
INTERSECTION OF
PARKER @ U.S. 98.

ADD ALTERNATE:
FULL TOPO OF
SOUTH SIDE OF
PARKER FROM CL
TO ROW AND
INTERSECTION OF
PARKER @ U.S. 98.

Google Earth

Image Landsat / Copernicus

500 ft



CITY OF FAIRHOPE
AGENDA MEMORANDUM

FROM:	Ben Patterson, ELECTRIC SUPERINTENDENT
SUBJECT:	The Superintendent of Electric Department, Ben Patterson, is requesting approval for the procurement of inventory transformers for the Electric Department.
AGENDA DATE:	November 27, 2023

RECOMMENDED ACTION:

To approve this procurement of inventory transformers not to exceed \$250,000.00.

BACKGROUND INFORMATION:

The transformers will be purchased from Gresco. Attached is the quoted pricing from Gresco reflecting the price of the transformers on November 1, 2023. The price is as follows:

Transformers (Poles):
 25kva \$1,755.00 each
 37.5kva \$2,145.00 each
 50kva \$2,680.00 each

Transformers (Pads):
 25kva \$2,900.00 each
 50kva \$3,875.00 each
 100kva \$5,950.00 each

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

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

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
003-50365	Electric-Maintenance Plant	\$250,000.00	\$250,000.00	(\$____)

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

RESOLUTION NO. _____

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

[1] That the City of Fairhope approves the procurement of Inventory Electric Transformers from Gresco for a not-to exceed cost of \$250,000.00; and authorizes procurement without formal bid based on the option allowed by the Code of Alabama 1975, Section 41-16-51(b)(7).

Adopted on this 27th day of November, 2023

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 11/16/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve the Procurement of Electric Transformers for Inventory

Project Location: City-wide

Presented to City Council: 11/27/2023

Resolution #:

Approved _____

Funding Request Sponsor: Ben Patterson, Electric Superintendent

Changed _____

Rejected _____

Project Cash Requirement Requested:

Cost: \$ 250,000.00 Not-to-exceed Amount

NOV 16 '23 PM 4:31 *Jaw*

Vendor: Gresco Supply, Inc. (Vendor #20948)

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 Landsc-36
Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone-12 Adult Rec-30 Street-35 Meter-19 IT-16
HR-17

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 003-50365
G/L Acct Name: Electric - Maintenance Plant

Federal - not to exceed amount
State
City
Local

Project Budgeted: \$ 250,000.00 Line 10
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ -

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

Approve the procurement of electric transformers for inventory from Gresco Supply, Inc., for the not-to-exceed amount of \$250,000.00. The transformers are exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7).

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 11/14/2023

Purchasing Memo Date: 11/14/2023

Delivered To Date: 11/16/2023

Request Approved Date: 11/16/2023

Request Approved Date: 11/16/2023

Approved Date: 11/16/2023

Signatures: *Suzanne Doughty*
Suzanne Doughty

Kirby Creech
Kirby Creech


Sherry Sullivan
Mayor Sherry Sullivan



MEMO

To: Suzanne Doughty, Senior Accountant
Kimberly Creech, Treasurer

Sherry Sullivan
Mayor

From: 
Erin Wolfe, Purchasing Manager

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

Date: November 14, 2023

Re: **Green Sheet and City Council Approval for the request of Inventory Electric Transformers**

Lisa A. Hanks, MMC
City Clerk

The Superintendent of Electric Department, Ben Patterson, is requesting approval for the procurement of inventory transformers for the Electric Department.

Kimberly Creech
Treasurer

The transformers will be purchased from Gresco. Attached is the quoted pricing from Gresco reflecting the price of the transformers on November 1, 2023. The price is as follows:

Transformers (Poles):
25kva \$1,755.00 each
37.5kva \$2,145.00 each
50kva \$2,680.00 each

Transformers (Pads):
25kva \$2,900.00 each
50kva \$3,875.00 each
100kva \$5,950.00 each

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

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

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

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement of inventory transformers not to exceed \$250,000.00.

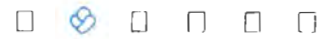
251-928-2136 (p)
251-928-6776 (f)
www.fairhopeal.gov

CC file, Ben Patterson, Clint Steadham

Jay Money <Jay.Money@gresco.com>

To: Clint Steadham

Cc: Christopher Safley; Ben Patterson



Wed 11/1/2023 12:52 PM

Clint,
Pricing is below.

Poles:

25kva \$1755.00ea
37.5kva \$2145.00ea
50kva \$2680.00ea

Pads

25kva \$2900.000ea
50kva \$3875.00ea
100kva \$5950.00ea

Thanks!

Jay Money

Office: 334-673-9307

Cell: 334-268-1352



From: KEVIN LUTER <kevin.luter@graybar.com>
Sent: Wednesday, November 8, 2023 11:10 AM
To: Clint Steadham <Clint.Steadham@fairhopeal.gov>
Subject: RE: Untitled.PDF PLEASE QUOTE ELECTRIC DEPT. MATERIALS

Unfortunately, I will have to go with a no bid on this due to the extremely long lead times from my vendor. Please keep me in mind on future bids as I would like to have the opportunity to bid in the future.

Best regards, Kevin

KEVIN LUTER | Outside Sales Representative II
Mobile, AL
www.graybar.com

Morning Clint,

I sent this off to get quoted for you guys. Quotes are running about 2-3 weeks from the manufacturer currently. Once I get this back I will send it over. Have a great day.

Thanks,

Noah Danburg
Inside Sales

Irby Utilities
15350 Industrial Park Dr.
Loxley, AL 36551
Direct: 225-368-7337
Fax: 850-477-4361
ndanburg@irby.com



CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Ben Patterson

Date: 10-31-2023

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-\$30,000 Utilities - \$10,001 - \$30,000	Operational Budgeted	Three	Treasurer	N/A	N/A
Over \$30,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	N/A	N/A
Over \$30,000/\$100,000	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>Click or tap here to enter text.</u>	\$ <u>250000</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?** transformers
2. **What is the total cost of the item or service?** 250000
3. **How many do you need?** Click or tap here to enter text.
4. **Item or Service Is:** New Used Replacement Annual Request
5. **Vendor Name (Lowest Quote):** Click or tap here to enter text.
6. **Vendor Number:** Click or tap here to enter text.

If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

1. **Is it budgeted?** Yes No Emergency Request
2. **If budgeted, what is the budgeted amount?** 250000
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.



CITY OF FAIRHOPE
AGENDA MEMORANDUM

FROM:	Jeff Montgomery
SUBJECT:	Approve Mayor Sullivan to sign an agreement between Clearwinds Technologies, Inc and the City of Fairhope for Firewall Audit and Upgrade services for Information Technology Department.
AGENDA DATE:	November 27, 2023

RECOMMENDED ACTION:

Resolution – That Mayor Sherry Sullivan is hereby authorized to execute a Contract with Clearwinds Technologies INC for Firewall Audit and Upgrade for Information Technology with a not-to-exceed amount of \$7,875.00.

BACKGROUND INFORMATION:

Security audit with Firewall focus to ensure maximum benefit and configuration evaluation with Software Upgrade Assistance.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
001160-50290	Professional Services	\$7,875.00	\$7,875.00	(\$0)

GRANT:

LEGAL IMPACT:

Agreement must be signed by mayor

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up:

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or

emailed):

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute a Contract with Clearwinds Technologies, Inc. for Firewall Audit and Upgrade for Information Technology with a not-to exceed amount of \$7,875.00; and the audit of the City of Fairhope Firewall is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(15) Contractual Services and purchases of projects related to, or having an impact upon, security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or infrastructures.

DULY ADOPTED THIS 27TH DAY OF NOVEMBER, 2023

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 11/16/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve the Mayor to Execute Agreement with ClearWinds Technologies for Firewall Audit

Project Location: I.T.

Presented to City Council: 11/27/2023

Resolution # :
Approved _____

Funding Request Sponsor: Jeff Montgomery, Director of Information Technology

Changed _____

Rejected _____

NOV 16 '23 PM 4:31 *JCW*

Project Cash Requirement Requested:

Cost: \$ 7,875.00 Not-to-exceed Amount

\$ _____

Vendor: Clear Winds Technologies Inc. (Vendor #442)

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 Landsc-36
Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone-12 Adult Rec-30 Street-35 Meter-19 IT-16
HR-17

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 001160-50290
G/L Acct Name: I.T. - Professional Services

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

Project Budgeted: \$ 7,875.00 Line 20
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ _____

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

Approve the Mayor to execute agreement with Clear Winds Technologies, Inc. for Firewall Audit for the not-to-exceed amount of \$7,875.00. This procurement is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(15) due to contractual services relate to security plans etc.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 11/14/2023

Purchasing Memo Date: 11/14/2023

Delivered To Date: 11/16/2023

Request Approved Date: 11/16/2023

Request Approved Date: 11/16/2023

Approved Date: 11/16/2023

Signatures:

Suzanne Doughty
Suzanne Doughty

Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

To: **Suzanne Doughty, Senior Accountant**
Kimberly Creech, Treasurer

Sherry Sullivan
Mayor

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

From: _____
Erin Wolfe, Purchasing Manager

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

Date: November 15, 2023

Lisa A. Hanks, MMC
City Clerk

Re: **City Council Approval for the Mayor to Execute Agreement with ClearWinds Technologies for Firewall Audit**

Kimberly Creech
Treasurer

The I.T. Director, Jeff Montgomery, requests approval for the Mayor to execute an agreement with Clearwinds Technologies to perform a Firewall Audit.

The audit of the City of Fairhope Firewall is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(15) Contractual Services and purchases of products related to, or having an impact upon, security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or infrastructures.

NOTES:

See Attached Vendor Proposals for Details.

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve the Mayor to execute an agreement with ClearWinds Technologies to perform a Firewall Audit.

CC: Jeff Montgomery, Clint Steadham

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

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



We have prepared a quote for you

IT Assessment

Quote # 045987
Version 1

Prepared for:

City of Fairhope

Jeff Montgomery
jeff.montgomery@cofairhope.com

13001 Liberty Parkway
Vestavia Hills, AL 35242
www.clearwinds.net
(205) 413-8323



Services

Description	Price	Qty	Ext. Price
Labor- Implementation Clear Winds Technologies - Implementation labor - IT Assessment Acceptance of quote indicates acceptance of S&C terms at http://www.clearwinds.net/SCTerms.html .	\$7,875.00	1	\$7,875.00

Subtotal: **\$7,875.00**

IT Assessment

Prepared by:

Clear Winds Technologies

Craig Davenport
(205) 413-8323
cdavenport@clearwinds.net

Prepared for:

City of Fairhope

555 South Section St
Fairhope, AL 35632
Jeff Montgomery
(251) 990-0135
jeff.montgomery@cofairhope.com

Quote Information:

Quote #: 045987

Version: 1
Delivery Date: 08/11/2023
Expiration Date: 09/10/2023

Quote Summary

Description	Amount
Services	\$7,875.00

Total: \$7,875.00

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - PRICE DOES NOT INCLUDE TAXES OR DELIVERY COSTS - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - SERVICE COSTS ARE ESTIMATED BASED ON OUR KNOWLEDGE OF THE PROJECT - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. - ALL ACTUAL EXPENSES (INCLUDING TRAVEL, CAR RENTAL AND OTHER COMMONLY ACCEPTED EXPENSES) WILL BE INVOICED. - FIRST PAYMENT OF 50% OF TOTAL IS DUE UPON SIGNATURE. EQUIPMENT AND SOFTWARE WILL BE ORDERED WHEN THE PAYMENT IS RECEIVED. - INVOICES ARE PAYABLE ON RECEIPT. ALL SUMS NOT PAID WHEN DUE SHALL ACCRUE INTEREST DAILY AT THE ANNUAL RATE OF 18%. - MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. - THE CLIENT AGREES NOT TO HIRE ANY CLEAR WINDS' PERSONNEL FOR A PERIOD OF EIGHTEEN MONTHS AFTER THE COMPLETION OF THIS AGREEMENT AND ANY CHANGE ORDERS WITHOUT WRITTEN CONSENT FROM CLEAR WINDS. SHOULD ANY CLEAR WINDS PERSONNEL BE HIRED BY THE CLIENT OR ANY OF ITS SUBSIDIARIES DURING THE EIGHTEEN MONTH PERIOD AFTER THE PERSON'S EMPLOYMENT ENDS AT CLEAR WINDS, THE CLIENT AGREES TO PAY 100% OF THAT EMPLOYEE'S ANNUAL INCOME TO CLEAR WINDS FOR THE COST OF REPLACING THAT EMPLOYEE. - REFERENCE THE FOLLOWING DOCUMENTS: CWT-0102 FOR ITOPS MANAGED SERVICES, CWT-0103 FOR ITOPS ONLINE BACKUP, CWT-0104 FOR ITOPS DISASTER RECOVERY, CWT-0161 FOR VIRTUALIZATION IMPLEMENTATION AND CWT-9999 FOR NORMAL TERMS AND CONDITIONS.

Clear Winds Technologies

City of Fairhope

Signature: _____

Name: Craig Davenport

Title: VP of Sales

Date: 08/11/2023

Signature: _____

Name: Jeff Montgomery

Date: _____



CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Jeff Montgomery

Date: 11/13/23

Department: Information Technology

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>Clearwinds Technoloies</u>	\$ <u>7875.00</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? Authorize to sign agreement
2. What is the total cost of the item or service? 7875.00
3. How many do you need? Click or tap here to enter text.
4. Item or Service Is: New Used Replacement Annual Request
5. Vendor Name (Lowest Quote): Click or tap here to enter text.
6. Vendor Number: 442

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? 7875
3. Budget code: 001160-50290

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



CITY OF FAIRHOPE
AGENDA MEMORANDUM

FROM:	Wes Boyett, GAS SUPERINTENDENT
SUBJECT:	The Superintendent of Gas Department, Wes Boyett, is requesting approval for the procurement of materials for the cast iron pipe replacement project.
AGENDA DATE:	November 27, 2023

RECOMMENDED ACTION:

To approve the procurement of materials for the Cast Iron Pipe Replacement Project for the Gas Department for a not-to-exceed cost of \$142,093.51; and is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7).

BACKGROUND INFORMATION:

The request for quotes was sent to three (3) vendors. General Utility Pipe & Supply, LLC provided the lowest quote for the materials, including gas pipe, fittings, and other items listed on the attached quote. The total quote for the materials is One Hundred Forty-Two Thousand Ninety-Three Dollars and Fifty-One Cents (\$142,093.51). The gas department materials are exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7).

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
002-59500	Gas - Capital System Improvements	142,093.51	142,093.51	0.0

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up:

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

RESOLUTION NO. _____

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

[1] That the City of Fairhope approves the procurement of materials for the Cast Iron Pipe Replacement Project for the Gas Department for a not-to-exceed cost of \$142,093.51; and is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7).

ADOPTED ON THIS 27TH DAY OF NOVEMBER, 2023

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 11/17/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve the Procurement of Materials for Cast Iron Replacement Project for Gas Department

Project Location: Gas System

Presented to City Council: 11/27/2023

Resolution # :
Approved _____

Funding Request Sponsor: Wes Boyett, Gas Superintendent
Taylor Wesson, Project Manager

Changed _____

Rejected _____

Project Cash Requirement Requested:

Cost: \$ 142,093.51 Not-to-Exceed Amount

NOV 17 '23 PM 2:14 [Signature]

Vendor: General Utility Pipe & Supply, Inc. (Vendor #22481)

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 HR-17

Project will be:

Expensed
Capitalized XXX
Inventoried

Funding Source:

Operating Expenses
Budgeted Capital XXX
Unfunded

Expense Code: 002-59500

G/L Acct Name: Gas - Capital System Improvements

Federal - not to exceed amount

State

City

Local

Project Budgeted: \$ 142,093.51 Line 110

Balance Sheet Item
Included in projected
cash flow

Over (Under) budget amount: \$ -

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

Approve the procurement of materials for the Cast Iron Replacement project for Gas Department for the not-to-exceed amount of \$142,093.51. This procurement is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7). General Utility Pipe & Supply, LLC., provided the lowest quote for materials.

Capital Lease: - Payment _____ Term _____

City Council Prior Approval/Date?

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 11/17/2023

Purchasing Memo Date: 11/17/2023

Delivered To Date: 11/17/2023

Request Approved Date: 11/17/2023

Request Approved Date: 11/17/2023

Approved Date: 11/17/2023

Signatures:

Suzanne Doughty

Kim Creech


Mayor Sherry Sullivan



MEMO

To: **Suzanne Doughty, Senior Accountant**
Kimberly Creech, Treasurer

Sherry Sullivan
Mayor

From: 
Erin Wolfe, Purchasing Manager

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

Date: November 17, 2023

Re: **Green Sheet and City Council Approval for the Procurement of Materials for the Cast Iron Pipe Replacement Project for the Gas Department**

Lisa A. Hanks, MMC
City Clerk

The Superintendent of Gas Department, Wes Boyett, is requesting approval for the procurement of materials for the cast iron pipe replacement project.

Kimberly Creech
Treasurer

The request for quotes was sent to three (3) vendors. General Utility Pipe & Supply, LLC provided the lowest quote for the materials, including gas pipe, fittings, and other items listed on the attached quote. The total quote for the materials is One Hundred Forty-Two Thousand Ninety-Three Dollars and Fifty-One Cents (\$142,093.51).

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

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

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement of materials for the Cast Iron Pipe Replacement Project for the Gas Department for a not-to-exceed cost of \$142,093.51.

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

CC file, Wes Boyett, Taylor Wesson, Clint Steadham

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



Order Acknowledgement - Quote Order

UPC Vendor	Invoice Date	Order #
000000		8793109-00
PO Date	PO #	Page #
11/14/23		1

Bill To: FAIRHOPE GAS
PO DRAWER 429
Cust # FAIRHOPE, AL 36533-0429
951052

Correspondence To: Southern Pipe & Supply Company
4330 Hwy 39 N.
PO Box 5738
MERIDIAN, MS 39301

Ship To: FAIRHOPE GAS
PO DRAWER 429
FAIRHOPE, AL 36533-0429

Instructions		Currency	
Ship Point	Via	Shipped	Terms
GENERAL UTILITY	Best Way		10Prox,Net30

Ln #	Product And Description	UPC Item #	Quantity Ordered	Quantity Backordered	Quantity Shipped	Qty UM	Unit Price	Price UM	Discount Multiplier	Amount (Net)
1	PLYYP2 2" IPS SDR11 YELLOW PE2708 GAS PIPE 500' Interchange Prod: YP2	00000	24500		24500	EACH	1.09	EACH	0.00	26705.00
2	2STLFBE 2" STL GRDB SCH40 14-16 MILS FBE	00000	20		20	each	8.50	each	0.00	170.00
3	PLYYP4500 4" IPS SDR11 YELLOW PE2708 GAS PIPE 500' Interchange Prod: YP4-500	00000	6000		6000	EACH	3.77	EACH	0.00	22620.00
4	PWTW12CCS500 12GA YELLOW SOLID HF-CCS PE30 TRACER WIRE 500' Interchange Prod: TW12CCS500	00000	31000		31000	FT	0.11500	FT	0.00	3565.00
5	DWF9N 2" STD LRBW 90 DOMESTIC	00000	1		1	EA	14.69	EA	0.00	14.69
6	BEF490 4" EF PE4710 90	00000	15		15	each	102.00	each	0.00	1530.00
7	DWF9S 4" STD LRBW 90 A234 WRP DOMESTIC	00000	1		1	EA	35.00	EA	0.00	35.00
8	GFYBF2TEE 2" BF 2406 YELLOW TEE	00000	18		18	EA	4.76	EA	0.00	85.68
9	GFYBF4TEE 4" BF 2406 YELLOW TEE	00000	18		18	EA	19.60	EA	0.00	352.80
10	GFYBF42RED 4" X 2" BF 2406 REDUCER	00000	16		16	Each	10.54	Each	0.00	168.64
11	DWFCAPH 1 STD STD CAP A234 WPB DOM	00000	1		1	Each	16.00	Each	0.00	16.00
12	EZ252239A7UMG 2" Mechanical Cap	00000	1		1	each	302.00	each	0.00	302.00
13	GFYBF2CAP 2" 2708 YELLOW BF CAP	00000	22		22	EA	3.15	EA	0.00	69.30
14	DWFCAPN 2" STD CAP A234 WPB DOMESTIC	00000	1		1	EA	21.00	EA	0.00	21.00
15	EZ27239A7UMG 2.25 CIPS Mechanical Cap	00000	10		10	each	515.25	each	0.00	5152.50
16	EZ48459A7UMG 4" CIPS Mechanical Cap	00000	5		5	each	352.25	each	0.00	1761.25

Order Acknowledgement - Quote Order



Order Acknowledgement - Quote Order

UPC Vendor	Invoice Date	Order #
000000		8793109-00
PO Date	PO #	Page #
11/14/23		2

Bill To FAIRHOPE GAS
PO DRAWER 429
FAIRHOPE, AL 36533-0429
Cust # 951052

Correspondence To Southern Pipe & Supply Company
4330 Hwy 39 N.
PO Box 5738
MERIDIAN, MS 39301

Ship To FAIRHOPE GAS
PO DRAWER 429
FAIRHOPE, AL 36533-0429

Instructions		Currency	
Ship Point	Via	Shipped	Terms
GENERAL UTILITY	Best Way		10Prox,Net30

Ln #	Product And Description	UPC Item #	Quantity Ordered	Quantity Backordered	Quantity Shipped	Qty UM	Unit Price	Price UM	Discount Multiplier	Amount (Net)
17	GFYBF4CAP 4" BF 2406 CAP	00000	3		3	Each	11.10	Each	0.00	33.30
18	DWFCAPU 6" STD CAP A234 WPB DOMESTIC	00000	2		2	EA	54.85	EA	0.00	109.70
19	YPV2 2" IPS YELLOW 2406 POLY VALVE	00000	35		35	EACH	72.00	EACH	0.00	2520.00
20	2CL150RPWXW 2" WxW Ball Valve	00000	1		1	each	245.00	each	0.00	245.00
21	YPV4 4" IPS YELLOW 2406 POLY VALVE	00000	5		5	EACH	257.35	EACH	0.00	1286.75
22	P5B20G PLASTIC VALVE BOX 28 - 36 EXTENSION GAS LID	00000	41		41	Each	104.50	Each	0.00	4284.50
23	H175002x2 2" x 2" Mueller Tap Tee	00000	1		1	each	120.00	each	0.00	120.00
24	EZ28B7UMG 2" Steel x IPS Transition Coupling	00000	1		1	each	199.00	each	0.00	199.00
25	EZ48B7UMG 4" Steel X IPS Transition Cplg	00000	1		1	each	409.25	each	0.00	409.25
26	GFYEF2CPLG 2" IPS YELLOW ELECTROFUSION COUPLING	00000	200		200	Each	8.00	Each	0.00	1600.00
27	GFYEF4CPLG 4" IPS YELLOW ELECTROFUSION COUPLING	00000	85		85	EACH	29.00	EACH	0.00	2465.00
28	EZ25239B7UMG 2" CIPS x IPS Transition Coupling	00000	2		2	each	302.00	each	0.00	604.00
29	C19008 2" IPS Stiffener	00000	20		20	each	20.75	each	0.00	415.00
30	EZ27239B7UMG 2.25 CIPS x 2" IPS Mechanical TRA-FTG	00000	2		2	each	515.25	each	0.00	1030.50
31	EZ48459B7UMG 4" CIPs x 4" IPS Mechanical Tra-Ftg	00000	1		1	each	352.25	each	0.00	352.25
32	H17190-300 1" Mueller Stopper Fitting	00000	1		1	each	74.50	each	0.00	74.50
33	H17165-951 2.25" CIPS Stopper Fitting	00000	6		6	each	1003.00	each	0.00	6018.00
34	H17165-550 2" CIPS Stopper Fitting	00000	1		1	each	887.00	each	0.00	887.00

Order Acknowledgement - Quote Order



Order Acknowledgement - Quote Order

UPC Vendor	Invoice Date	Order #
000000		8793109-00
PO Date	PO #	Page #
11/14/23		3

Bill To FAIRHOPE GAS
 PO DRAWER 429
 FAIRHOPE, AL 36533-0429
 Cust # 951052

Correspondence To Southern Pipe & Supply Company
 4330 Hwy 39 N.
 PO Box 5738
 MERIDIAN, MS 39301

Ship To FAIRHOPE GAS
 PO DRAWER 429
 FAIRHOPE, AL 36533-0429

Instructions	Carriage
Ship Point GENERAL UTILITY	Via Best Way
Shipped	Terms 10Prox,Net30

Ln #	Product And Description	UPC Item #	Quantity Ordered	Quantity Backordered	Quantity Shipped	Qty UM	Unit Price	Price UM	Discount Multiplier	Amount (Net)
35	H17261-740 4" CIPS Stopper Fitting	00000	3		3	each	2717.05	each	0.00	8151.15
36	H17280 6" Stopper Fitting	00000	1		1	each	1972.75	each	0.00	1972.75
37	YGUGPY34500 3/4 X 500' SDR11 YELLOW GAS PIPE UAA4-01 Interchange Prod: YP3/4	00000	26000		26000	EA	0.35	EA	0.00	9100.00
38	PWTW12CCS500 12GA YELLOW SOLID HF-CCS PE30 TRACER WIRE 500' Interchange Prod: TW12CCS500	00000	26000		26000	FT	0.11500	FT	0.00	2990.00
39	GFYR34240005 3/4" Gas Service Riser & 3/4" RUB Gas Stop	00000	321		321	each	47.00	each	0.00	15087.00
40	GFYEF2341100TTKIT 2" X 3/4" EF TT W/EFV 1100 SERIES FUSED	00000	321		321	EA	52.00	EA	0.00	16692.00
41	GFYEF434TTKIT 4" x 3/4" EF TT With Series 1100 EFV	00000	39		39	each	52.00	each	0.00	2028.00
42	50100-47 Dryconn DBSR	00000	500		500	each	1.70	each	0.00	850.00

42 Lines Total	Qty Shipped Total 115222	Total Invoice Total	142093.51
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Order Acknowledgement - Quote Order



CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Taylor Wesson

Date: 11-17-2023

Department: Gas

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-\$30,000 Utilities - \$10,001 - \$30,000	Operational Budgeted	Three	Treasurer	N/A	N/A
Over \$30,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	N/A	N/A
Over \$30,000/\$100,000	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>General Utility Pipe & Supply LLC</u>	<u>\$ 142,093.51</u>
2. <u>Consolidated Pipe & Supply Co. INC.</u>	<u>\$ 142,839.75</u>
3. <u>Port City Pipe INC.</u>	<u>\$ 175,982.88</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? Material (Pipe, Fittings for infrastructure replacement)
2. What is the total cost of the item or service? \$142,093.51
3. How many do you need? (42 Items) See attached materials list/quote
4. Item or Service Is: New Used Replacement Annual Request
5. Vendor Name (Lowest Quote): **General Utility Pipe & Supply LLC**
6. Vendor Number: **22481**

If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

1. Is it budgeted? Yes No Emergency Request
2. If budgeted, what is the budgeted amount? \$500,000
3. Budget code: 59500

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

CONSOLIDATED PIPE AND SUPPLY CO., INC.
CUSTOMER QUOTE

4180 Hall Mill Road
PO Box 191057
Mobile AL 36693
0029 - MICHA LAMBERT
Office 251-666-6691
WATS 800-699-6691
Fax 251-666-5311

Quote Nbr: 370659 000
Quote Date: 11/09/2023
Job: CAST IRON PHASE 1
Engineer: FAIRHOPE
Bid Date: 11/09/2023

Page 1

350133 - FAIRHOPE CITY OF
WATER & SEWER
P O BOX 429
FAIRHOPE AL 36533

Good Until: 12/09/2023
To: MICHA
Email: MICHA.LAMBERT@CPSPIPE.COM

Qty	Item	Size/Wall/Description	Price	Extended Price
24500.0	208331	2 DRISPLX SDR11 PE2708 6500 GAS PIPE 500	1.15 FT	28,175.00
21.0	812440	2-3/8 OD .154 TF API-5L X52 ERW DRL PEB	8.50 FT	178.50
6000.0	731010	4 DRISPLX SDR11.5 PE2708 6500 GAS PIPE 500	4.25 FT	25,500.00
60.0	245513	#12 YELLOW TRACING WIRE 500	55.00 EA	3,300.00
100.0	255549	DRYCONN DIRCT BURY LUG YELLOW 90120 BAG 5	38.00 EA	3,800.00
1.0	90408	2 STD SA234WPB SMLS 90 LR EL 08	16.00 EA	16.00
15.0	256878	4 MTD EF 90 TR10485-D PE3408/4710 SNGL PIN	125.00 EA	1,875.00
1.0	94522	4 STD SA234WPB SMLS 90 LR EL 08	6.00 EA	6.00
18.0	200065	2 PERPIPE SDR11 2708 BF TEE	7.00 EA	126.00
18.0	200067	4 PERPIPE SDR11 2708 BF TEE	18.00 EA	324.00
16.0	212583	4X2 PERPIPE SDR11 2708 BF RED	8.50 EA	136.00
1.0	110154	1 STD SA234WPB SMLS CAP 06	16.00 EA	16.00

CUSTOMER QUOTE

Quote Nbr: 370659 000

Quote Date: 11/09/2023

Page 2

Qty	Item	Size/Wall/Description	Price	Extended Price
1.0	130351	2 STD SA234WPB SMLS CAP 06	22.00 EA	22.00
10.0	201506	2 FB 06 DI MJ CAP L/ACC	60.00 EA	600.00
5.0	228419	4 CDI 06 MJ CAP L/ACC	35.00 EA	175.00
3.0	212586	4 PERPIPE SDR11 2708 BF CAP	8.50 EA	25.50
2.0	90480	6 STD SA234WPB SMLS CAP 08	60.00 EA	120.00
35.0	226351	2 KEROTEST SDR11 2406 POLYV 99042011	68.00 EA	2,380.00
1.0	215272	2 BALLOMAX 2BMW285PLFPCB14S WXW BV	325.00 EA	325.00
5.0	228524	4 KEROTEST SDR11 2406/2708 POLYV 99044011	255.00 EA	1,275.00
41.0	254386	5-1/4 B&T P5B18G104 #18 VAL BX 104 GAS 1824 PLST	98.00 EA	4,018.00
1.0	202316	2 MUL H17500 NO BLO TEE	98.00 EA	98.00
1.0	245804	2X7 SB EZ28A7UMG BOLTED RESTR CPLG ESP	202.00 EA	202.00
1.0	231106	4 SB EZ48459B7UMG PE MAXI GRIP CPLG	350.00 EA	350.00
200.0	245428	2 CENTRAL 3408/4710 EF CPLG 360000920	8.00 EA	1,600.00
85.0	216135	4 CENTRAL 3408/4710 EF CPLG 360000936	24.00 EA	2,040.00
1.0	215306	2 SB EZ25239B7UMG CIXSTL CPLG	325.00 EA	325.00
20.0	245800	2X7 SB C19008 STIFFNER ESP	19.00 EA	380.00

CUSTOMER QUOTE

Quote Nbr: 370659 000

Quote Date: 11/09/2023

Page 3

Qty	Item	Size/Wall/Description	Price	Extended Price
2.0	215306 2	SB EZ25239B7UMG CIXSTL CPLG	325.00 EA	650.00
1.0	231106 4	SB EZ48459B7UMG CIXPE MAXI GRIP CPLG	35.00 EA	35.00
1.0	213747 1	MUL H17190 LINE STP FTG	60.00 EA	60.00
1.0	200154 2	MUL H17165 LINE STP FTG	750.00 EA	750.00
6.0	200152 2-1/4	MUL H17165 LINE STP FTG	750.00 EA	4,500.00
3.0	200215 4	MUL H17266 LINE STP FTG	1,425.00 EA	4,275.00
1.0	221679 6	MUL H17260 LINE STP FTG	1,650.00 EA	1,650.00
26000.0	208584 3/4	DRISPLX SDR11 PE2708 6500 GAS PIPE 500	0.38 FT	9,880.00
52.0	245513 #12	YELLOW TRACING WIRE 500	55.00 EA	2,860.00
321.0	244332 3/4X3/4	CENTRAL SDR11 2708 PBR 360000107	28.50 EA	9,148.50
321.0	243386 3/4	RUB BRASS MTR STOP W/LW S80E41	13.25 EA	4,253.25
321.0	245141 2X3/4	SERV KIT TT W/1100 FLOW EFV	75.00 EA	24,075.00
39.0	245252 4X3/4	SERV KIT TT W/1100 FLOW EFV	85.00 EA	3,315.00
Total:				142,839.75

PORT CITY PIPE, INC.
P.O. BOX 850356 36685
921 DYKES ROAD SOUTH 36608
MOBILE, AL 36608
US

Voice: 251-633-6921
Fax: 251-607-0358

QUOTATION

Quote Number: 11082023-DCS-1
Quote Date: Nov 8, 2023
Page: 1

Quoted To:
FAIRHOPE GAS DEPT, CITY OF
P.O. BOX 429
FAIRHOPE, AL 36532

Customer ID	Good Thru	Payment Terms	Sales Rep
FAIRHOPE GAS DEPT	12/8/23	Net 30 Days	CORY

Quantity	Item	Description	Unit Price	Amount
24,500.00	GP-2-2406-500	2 IPS GAS TUBE PE 2708 X 500 FT ROLL	1.39	34,055.00
6,000.00	GP-4-11-2406-500	4" IPS GAS TUBE SDR 11 PE 2406 X 500 FT ROLL	4.99	29,940.00
30,000.00	WIRE-YEL-12-SOLID	TW-12 SOLID YELLOW WIRE IN 500 FT ROLL	0.45	13,500.00
100.00	DRY-CON-LUG # 90120	CONNECTOR WIRE LUG DIRECT BURY, YELLOW (5 PER PACK) DRYCON # 90120	53.37	5,337.32
15.00	CP-BF-90-ELL-4-2406	4" IPS BF 90 Deg. ELL PE-2708 6912158	21.28	319.20
30.00	CP-EF-CPL-4-2406	4" IPS ELECTROFUSION COUPLING PE2406 #5757008, #360000937	38.21	1,146.30
18.00	CP-BF-TEE-2-2406	2" IPS BF TEE PE-2708 6912135	13.90	250.20
18.00	CP-BF-TEE-4-2406	4" IPS BF TEE PE-2708 SDR 11/11.5 #10012423	29.00	522.00
16.00	CP-BF-RED-4X2-2406	4" X 2" IPS BF REDUCER PE-2708 6910025	31.00	496.00
22.00	CP-BF-CAP-2-2406	2" IPS BF CAP PE-2708 691022200000	13.09	287.98
3.00	CP-BF-CAP-4-2406	4" IPS BF CAP PE-2708 691042200000	16.46	49.38
35.00	VAL-3425	2" IPS SDR-11 POLYVALVE PE2406 FULL PORT # 2-84111	102.00	3,570.00
5.00	VAL-3432	4" IPS SDR-11 REDUCED PORT POLYVALVE PE2406 ,NORDSTROM # 84211	237.19	1,185.95
1.00	BALON-2R-US13-BW	2" 150/285 WP, WELD X WELD STEEL BALL VALVE, REDUCED PORT W/ LOCK PLATE, 2R-US13-BW	275.00	275.00
			Subtotal	Continued
			Sales Tax	Continued
			TOTAL	Continued

PORT CITY PIPE, INC.
P.O. BOX 850356 36685
921 DYKES ROAD SOUTH 36608
MOBILE, AL 36608
US

Voice: 251-633-6921
Fax: 251-607-0358

QUOTATION

Quote Number: 11082023-DCS-1
Quote Date: Nov 8, 2023
Page: 2

Quoted To:
FAIRHOPE GAS DEPT, CITY OF
P.O. BOX 429
FAIRHOPE, AL 36532

Customer ID	Good Thru	Payment Terms	Sales Rep
FAIRHOPE GAS DEPT	12/8/23	Net 30 Days	CORY

Quantity	Item	Description	Unit Price	Amount
41.00	VB-PL-P202-GAS	2 1/2" DIA LID X 22"-36" SLIDE 200 SERIES PLASTIC VALVE BOX, W/GAS LID B&T	82.68	3,389.88
1.00	CP-TRN-W-2X2-Y	2" PEW X 2" TRANSITION FITTING PE2406, 650020200000	36.18	36.18
1.00	CP-TRN-W-4X4-Y	4" PEW X 4" TRANSITION FITTING PE2406, # 6500891	207.08	207.08
200.00	CP-EF-CPL-2-2406	2" IPS ELECTROFUSION COUPLING PE2708 #360000921	16.09	3,218.00
85.00	CP-EF-CPL-4-2406	4" IPS ELECTROFUSION COUPLING PE2406 #5757008, #360000937	38.21	3,247.85
2.00	SB-CPL-EZ-2.25I X 2	2 1/4 " CI TO 2" IPS STEEL, MAXI-GRIP EZ REDUCING CLPG, RESTRAINED, #EZ27239B7UMG	621.34	1,242.68
2.00	SB-STIFFENER-2.75	2.75" X 7" LG STIFFENER #	32.00	64.00
1.00	SB-EZ-TRN-4 CI X4	4 " CI TO 4" IPS, PE SDR-11, E-Z TRANS REDUCING CLPG (4.80 X 4.50)	411.18	411.18
1.00	SB-STIFFENER-4-11	4" IPS, SDR-11 X 8" LG STIFFENER	79.49	79.49
26,000.00	GP-3/4-2406-500	3/4" IPS GAS TUBE PE 2708 X 500 FT ROLL	0.50	13,000.00
26,000.00	WIRE-YEL-12-SOLID	TW-12 SOLID YELLOW WIRE IN 500 FT ROLL	0.45	11,700.00
321.00	CP-EF-TPT-2X.75 EFV	2" X 3/4" IPS EF TAP W/ GASLOK STICK 1100 EFV - PE 2708 - #360020925	78.08	25,063.68
39.00	CP-EF-TPT-4X.75-2406	4" X 3/4" IPS EF TAP W/ GASLOK STICK 1100 EFV - PE 2708 - #360020926	80.66	3,145.74
			Subtotal	155,740.09
			Sales Tax	
			TOTAL	155,740.09

PORT CITY PIPE, INC.
 P.O. BOX 850356 36685
 921 DYKES ROAD SOUTH 36608
 MOBILE, AL 36608
 US

Voice: 251-633-6921
 Fax: 251-607-0358

QUOTATION

Quote Number: 11142023-DCS-4
 Quote Date: Nov 14, 2023
 Page: 1

Quoted To:
 FAIRHOPE GAS DEPT, CITY OF
 P.O. BOX 429
 FAIRHOPE, AL 36532

Customer ID	Good Thru	Payment Terms	Sales Rep
FAIRHOPE GAS DEPT	12/14/23	Net 30 Days	CORY

Quantity	Item	Description	Unit Price	Amount
328.00	CP-RIS-3/4X3/4-30-Y	3/4" X 3/4" RISER 30" X 30" PE2708 #6380282, NEW # 360000107 ***INSTOCK READY TO SHIP***	34.01	11,155.28
			Subtotal	11,155.28
			Sales Tax	
			TOTAL	11,155.28

PORT CITY PIPE, INC.
P.O. BOX 850356 36685
921 DYKES ROAD SOUTH 36608
MOBILE, AL 36608
US

Voice: 251-633-6921
Fax: 251-607-0358

QUOTATION

Quote Number: 11142023-DCS-3
Quote Date: Nov 14, 2023
Page: 1

Quoted To:
FAIRHOPE GAS DEPT, CITY OF
P.O. BOX 429
FAIRHOPE, AL 36532

Customer ID	Good Thru	Payment Terms	Sales Rep
FAIRHOPE GAS DEPT	12/14/23	Net 30 Days	CORY

Quantity	Item	Description	Unit Price	Amount
321.00	MS-JOMAR.75-FIP-BV	3/4" FIPT BRASS BALL VALVE W/ LOCK-WING, JOMAR 175LWN 240-004B	28.31	9,087.51
			Subtotal	9,087.51
			Sales Tax	
			TOTAL	9,087.51



**CITY OF FAIRHOPE
AGENDA MEMORANDUM**

FROM:	Sherry Sullivan, Mayor
SUBJECT:	Purchase agreement and all closing documents related to the sale of the Property at the base of the Fairhope Municipal Pier (PPIN 15111) from the Fairhope Single Tax Corporation for a purchase price of \$237,500.00;
AGENDA DATE:	November 27, 2023

RECOMMENDED ACTION:

Authorizes Mayor Sherry Sullivan, on behalf of the City of Fairhope, to execute a purchase agreement and all closing documents related to the sale of the Property at the base of the Fairhope Municipal Pier (PPIN 15111) from the Fairhope Single Tax Corporation for a purchase price of \$237,500.00; and allocates funding out of the Municipal Capital Improvement Fund.

BACKGROUND INFORMATION:

The Fairhope Single Tax Corporation Directors recently voted to accept the City of Fairhope's offer to purchase the property at the base of the Fairhope Municipal Pier (PPIN 15111) for a purchase price of \$237,500.00. Closing to occur no sooner than December 20, 2023; and deed to be prepared by Fairhope Single Tax Corporation, generally following FSTC's usual "Parks Deed" restrictions.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
001100-50482	Land/Right of Way Acquisition	0	\$237,500.00	(\$237,500.00)

The Municipal Capital Fund has \$237,500.00 available for this type of purchase.

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up:

Individual(s) responsible for follow up: Mayor

Action required (list contact persons/addresses if documents are to be mailed or emailed):

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby authorizes Mayor Sherry Sullivan, on behalf of the City of Fairhope, to execute a purchase agreement and all closing documents related to the sale of the Property at the base of the Fairhope Municipal Pier (PPIN 15111) from the Fairhope Single Tax Corporation for a purchase price of \$237,500.00; and allocates funding out of the Municipal Capital Improvement Fund. The Deed to be prepared by Fairhope Single Tax Corporation, generally following FSTC's usual "Parks Deed" restrictions.

ADOPTED ON THIS 27TH DAY OF NOVEMBER, 2023

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



336 Fairhope Avenue • Fairhope, Alabama 36532 • (251) 928-8162 • FAX (251) 928-8203
transfers@fairhopesingletax.com

November 17, 2023

Mayor Sherry Sullivan
City of Fairhope

RE: Property at Base of Fairhope Pier
PPIN 15111

Dear Mayor Sullivan:

I hope this letter finds you well. The Fairhope Single Tax Corporation Directors recently voted to accept the City of Fairhope's offer to purchase the property at the base of the Fairhope Pier (PPIN 15111) for a purchase price of \$237,500. Closing to occur no sooner than December 20, 2023, to allow for FSTC Membership's right to call for a referendum. Deed to be prepared by Fairhope Single Tax Corporation, generally following FSTC's usual "Parks Deed" restrictions.

Sincerely,

/s/ Reuben E. Davidson, III

Reuben E. Davidson, III
FSTC Secretary



**CITY OF FAIRHOPE
AGENDA MEMORANDUM**

FROM:	Sherry Sullivan, Mayor
SUBJECT:	A Utility Connection Agreement between the City of Fairhope and Corte, Cave/Mitchell 1, LLC (Planters Pointe Publix Retail Center).
AGENDA DATE:	November 27, 2023

RECOMMENDED ACTION:

To execute a Utility Connection Agreement between the City of Fairhope and Corte, Cave/Mitchell 1, LLC (Planters Pointe Publix Retail Center)

BACKGROUND INFORMATION:

That the City Council has reviewed the form of the Utility Connection Agreement between the City of Fairhope and Corte, Cave/Mitchell 1, LLC (“the Company”) that will permit some of the lease space in the Retail Center of the Publix shopping center located at the Northwest Corner of Highway 181 and Highway 104 to open subject to Planning Commission Multiple Occupancy Project approval and other conditions set forth in the Agreement and permit the Company to defer payment of a portion of the Water and Sewer Fees owed for the Retail Center (as such fees are defined in the Agreement) until June 30, 2024, subject to the Company’s initial payment of an initial portion of the Water and Sewer Fees upon execution of the Agreement.

That the public benefits to be achieved by this proposed action include the economic benefits for the Retail Center to open for business and allow the creation of retail service jobs and generation of sales tax revenues to the City, and that this Retail Center will serve the residents of the City and the surrounding community, all of which serve a valid and sufficient public purpose notwithstanding any benefit to any private business or person.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
		\$___	\$___	(\$___)

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up:

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council has reviewed the form of the Utility Connection Agreement between the City of Fairhope and Corte, Cave/Mitchell 1, LLC (“the Company”) that will permit some of the lease space in the Retail Center of the Publix shopping center located at the Northwest Corner of Highway 181 and Highway 104 to open subject to Planning Commission Multiple Occupancy Project approval and other conditions set forth in the Agreement and permit the Company to defer payment of a portion of the Water and Sewer Fees owed for the Retail Center (as such fees are defined in the Agreement) until June 30, 2024, subject to the Company’s initial payment of an initial portion of the Water and Sewer Fees upon execution of the Agreement;

AND BE IT FURTHER RESOLVED, that the public benefits to be achieved by this proposed action include the economic benefits for the Retail Center to open for business and allow the creation of retail service jobs and generation of sales tax revenues to the City, and that this Retail Center will serve the residents of the City and the surrounding community, all of which serve a valid and sufficient public purpose notwithstanding any benefit to any private business or person;

AND BE IT FURTHER RESOLVED, that the City Council hereby approves said Utility Connection Agreement, and that Mayor Sherry Sullivan is hereby authorized to execute the Utility Connection Agreement substantially in the form shown, and with such non-substantive changes as Mayor Sullivan may approve.

ADOPTED THIS 27TH DAY OF NOVEMBER, 2023

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Prepared by:

Jennifer L Roselius, Esq.
Hand Arendall Harrison Sale LLC
Post Office Box 123
Mobile, Alabama 36601
Tel: (251) 432-5511

UTILITY CONNECTION AGREEMENT

THIS **UTILITY CONNECTION AGREEMENT** (this “Agreement”) is made and entered into as of the as of the date fully executed by both parties (the “Effective Date”), between **THE CITY OF FAIRHOPE, ALABAMA**, a municipal corporation organized under the laws of the State of Alabama (“City”) and **CORTE, CAVE/MITCHELL 1, LLC**, an Alabama limited liability company (“Owner”).

WHEREAS, Owner owns Lot 2 of the Northwest Corner of HWY 181-HWY 104 Subdivision as recorded on Slide 2725-E in the Office of the Judge of Probate of Baldwin County, Alabama (the “Master Property”);

WHEREAS, on November 5, 2020, the City’s Planning Commission granted preliminary approval, subject to certain conditions, for a Multiple Occupancy Project (“MOP”) (Case SD 20.34) to be constructed on the Master Property and consisting of a retail center (the “Retail Center”), with up to 15 units available for occupancy;

WHEREAS, on November 1, 2021, the City’s Planning Commission granted approval, subject to certain conditions, of the preliminary plat for the resubdivision of the Master Property into 9 lots (the “Preliminary Plat”) (Case SD 21.48), with the MOP and Retail Center to be situated on Lot 1, as shown on the Preliminary Plat (“Future Lot 1”);

WHEREAS, as a condition to approval of the Preliminary Plat, the Planning Commission stated that the approval of final plat for the resubdivision of the Master Property (the “Final Plat”) will also serve as and satisfy the final approval requirements for the MOP;

WHEREAS, due to tenant space needs, the Retail Center is currently designed to accommodate, and addresses have been assigned for, a total of 13 units in the Retail Center, some of which have been combined to create 11 spaces available for lease, all as more specifically described on **Exhibit A** attached hereto;

WHEREAS, the shell of the Retail Center is substantially complete, building permits have been issued for 10 units (9 lease spaces) in the Retail Center, and leaving 3 units (2 lease spaces) for which building permits have not yet been issued, as shown on **Exhibit A** attached hereto;

WHEREAS, pursuant to the City's ordinances and regulations, the City will not issue certificates of occupancy for any unit in an MOP until the Planning Commission grants final approval of the MOP, and the Planning Commission requires that all system development charges (SDC), installation/tap fees, and meter deposits for water and sanitary sewer systems (collectively, "Water & Sewer Fees") be paid in full as a condition to final MOP approval;

WHEREAS, Owner has not paid certain Water & Sewer Fees for the units in the Retail Center, and the amounts of Water & Sewer Fees owed for each unit are set forth on **Exhibit A** attached hereto;

WHEREAS, Owner and the City desire for the sanitary sewer system servicing the Retail Center to be privately owned and maintained to the Connection Point (as defined below);

WHEREAS, the water meter has been installed for one unit/lease space in the Retail Center and is available for connection to the City's water and sewer system and service activation, subject to Final Plat approval, payment of the Water & Sewer Fees, and all other usual and customary inspections and requirements of the City for initiation of service;

WHEREAS, the City has agreed that it will not withhold Final Plat and final MOP approval for the Retail Center based on the outstanding Water & Sewer Fees and that it will release Certificates of Occupancy for a limited number of lease spaces in the Retail Center, subject to Owner's satisfaction of the Initial Payment condition set forth in this Agreement and Owner's compliance with the terms and conditions hereof; and

WHEREAS, permitting some of the lease spaces in the Retail Center to open for business in the Retail Center and deferring the remaining Water & Sewer Fees serves a valid and sufficient public purpose by allowing the creation of retail service jobs and generation of sales tax revenues to the City from the opened lease spaces while also allowing the Developer to generate rental income from those lease spaces to pay the outstanding Water & Sewer Fees;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Recitals. The foregoing recital clauses are true and correct in all respects and form an integral part of this Agreement, the same as if they were set forth in the numbered paragraphs hereof.

2. Initial Payment of Water & Sewer Fees. Upon execution of this Agreement, and as an express condition to the City's approval of the Final Plat, including final MOP approval, Owner shall pay \$6,500 in immediately available funds towards the balance of Water & Sewer Fees owed for the Retail Center (the "Initial Payment"). The City shall apply the Initial Payment to the balance owed for each unit in the manner shown on **Exhibit A**. If Owner fails to pay the

Initial Payment to the City within 3 business days after the Effective Date of this Agreement, this Agreement shall terminate and thereafter will be null and void.

3. Final Plat and MOP Approval. If the City receives the Initial Payment within the required timeframe, then the City shall waive the full payment of Water & Sewer Fees for the Retail Center as a condition to installation of the remaining 10 water meters and approval of the Final Plat, including final MOP approval. The Final Plat and final MOP approval remain subject to all other conditions and requirements of the City and other governing authorities and other parties who must join in such approvals and/or execute the Final Plat, including without limitation satisfactory inspections, posting of bond and preliminary acceptance by the City for the force main and all other portions of the water and sanitary sewer system that will be publicly maintained, and completion of all repairs and punch list items required by the City's water and sewer department.

4. Certificates of Occupancy. Upon approval and recording of the Final Plat and receipt of the Initial Payment, the City shall waive the requirement of payment in full of the outstanding Water and Sewer Fees for the Retail Center (the "Remaining Water & Sewer Fees") as a condition to issuance of certificates of occupancy for up to 7 lease spaces in the Retail Center. This waiver expires on the Due Date (as defined below). Issuance of certificates of occupancy will remain subject to all other inspections, fees, planning approvals, conditions and requirements of the City and any other governing authorities. In no event shall the City issue more than 7 certificates of occupancy for lease spaces in the Retail Center prior to receipt of the final payment of Remaining Water & Sewer Fees and all interest accrued thereon as described in Section 5, and the City shall not issue any building permits for buildings to be constructed upon the other lots shown on the Final Plat (future lots 2-9) prior to payment in full of the Remaining Water & Sewer Fees and all interest accrued thereon.

5. Final Payment of Water & Sewer Fees. From and after the date this Agreement is executed until the Due Date (as defined below), interest shall accrue on the Remaining Water & Sewer Fees at the lesser of (i) a rate of 5% per annum, calculated on the basis of a 360-day year, or (ii) the highest interest rate permitted by law. Owner shall pay the balance of the Remaining Water & Sewer Fees for the entire Retail Center in full, plus all interest accrued thereon, on or before June 30, 2024 (the "Due Date"). Owner may prepay all or any portion of the Remaining Water & Sewer Fees before the Due Date without penalty, provided that any prepayment shall be applied first towards payment of accrued interest and second towards prepayment of the Remaining Water & Sewer Fees. In addition to any other remedies, fines, interest, or penalties to which the City may be entitled by law or at equity, if the balance of the Remaining Water & Sewer Fees and all interest accrued thereon is not paid in full on or before the Due Date:

(a) the City shall have no obligation to issue certificates of occupancy for additional lease spaces in the Retail Center, including for any of the 7 initial lease spaces described in Section 4 for which certificates of occupancy were not issued on or before June 29, 2024, until the balance of the Remaining Water & Sewer Fees and any interest accrued thereon has been paid in full; and

(b) any unpaid balance of the Remaining Water & Sewer Fees, plus interest accrued thereon through the Due Date, shall accrue interest from and after the Due Date until paid at the lesser of (i) a rate of 10% per month, calculated on the basis of a 30-day month, or (ii) the highest interest rate permitted by law.

6. Additional Units Subject to Water & Sewer Fees. For the avoidance of doubt, if the units in the Retail Center that are combined into a single lease space are ever split into separate lease spaces, or if additional units are created within the Retail Center beyond the current 13 units, additional Water & Sewer Fees may be due for such additional lease spaces or units in accordance with the City's ordinances and other applicable laws.

7. Maintenance and Operation of Private Sewer System. Subject to the City's inspection, bonding, and acceptance requirements, the Owner and the City intend for the portions of the water system and sanitary sewer system serving the Retail System beginning at the Connection Points defined below and continuing to the point of connection to the City's existing systems to be publicly owned and maintained. Upon receipt of the Initial Payment, the City shall waive any requirement of payment in full of the Water & Sewer Fees for the Retail Center, or any portion thereof beyond the Initial Payment, as a condition to acceptance for public maintenance and ownership. With respect to the water system, the "Connection Point" means the backflow preventer adjacent to each water meter. With respect to the sanitary sewer system, the "Connection Point" means the point at which the sanitary sewer system connects to the force main within the lift station at Manhole #17, as shown on the final as-built utility plans for the Retail Center. Owner shall own, operate and maintain all portions of the water system and sanitary sewer system within the interior of the Retail Center and continuing to the Connection Point for each system. If the Owner fails to properly operate and maintain the private portions of the systems, the City will have the right, but not the obligation, to enter upon any and all portions of the real property included in the Final Plat and/or the interior or exterior of the Retail Center to perform any repairs, replacements or necessary to keep the water system and sanitary sewer system functioning and in good working order and/or to prevent damage to the City's public systems. In such event Owner shall immediately pay or reimburse all costs incurred by the City in connection with performing such work, including charges for labor, administrative costs and other internal costs of work at reasonable rates for the lower Baldwin County market. In addition to any other remedies, fines, interest, or penalties to which the City may be entitled by law or at equity, any such costs not paid within 20 business days after the City delivers an invoice and demand for payment therefor shall accrue interest until paid at the lesser of (i) a rate of 18% per annum, calculated on the basis of a 360-day year, or (ii) the highest interest rate permitted by law. Owner shall indemnify, defend (with counsel selected by the City), and hold harmless the City against all losses, claims, costs, damages or other amounts incurred or owed, including attorneys' fees and costs, arising from or in connection with Owner's operation, ownership and maintenance of the private portions of the water and sanitary sewer system serving the Retail Center and any damages to the City's water and sanitary sewer system, including without limitation, the force main and other system infrastructure for the Retail Center that is accepted for public ownership and maintenance, caused by Owner's failure to properly operate or maintain the private portions of the water and sanitary sewer system serving the Retail Center.

8. Non-Waiver. The failure of either party hereto to insist upon strict performance of any of the terms, covenants, or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants, or conditions.

9. Captions; Pronouns. The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement. Whenever the context hereof admits or requires, words in the singular may be regarded as in the plural and vice-versa, and personal pronouns may be read as masculine, feminine, and gender neuter.

10. Severability. Invalidation of any of the provisions contained in this Agreement shall in no way affect any of the other provisions hereof or the application thereof to any other person or entity, and the remainder of this Agreement shall remain in full force and effect.

11. Binding Effect; Runs with Land. This Agreement runs with the land, may be recorded in the Office of the Judge of Probate of Baldwin County, Alabama, and is a continuing lien and encumbrance upon the Master Property. The terms of this Agreement shall inure to the benefit of and be binding upon the parties hereto and, with respect to Owner, its successors and assigns which become owners of the Master Property or any portion thereof. If and when the Final Plat, or any other subdivision plat subdividing the Master Property, is recorded, this Agreement will bind, run with the land, and constitute a lien and encumbrance upon the lot(s) on which the Retail Center and any privately owned and maintained portions of the water system and sanitary sewer system serving the Retail Center are located, and all other portions of the Master Property will be released from the obligations of this Agreement.

15. Applicable Law. This Agreement and all questions or claims arising hereunder shall be construed according to the laws of the State of Alabama, without regard to its choice of law provisions.

16. Counterparts. This Agreement may be executed in any number of identical counterparts, any or all of which may contain signatures of fewer than all of the parties but all of which taken together shall constitute a single instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

CORTE, CAVE/MITCHELL 1, LLC, an
Alabama limited liability company

By: _____
Name: _____
As Its: _____
Date: _____

STATE OF ALABAMA :
COUNTY OF BALDWIN :

I, the undersigned Notary Public, in and for said State and said County, hereby certify that _____, whose name as _____ of **CORTE, CAVE/MITCHELL 1, LLC**, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, s/he, as such _____ and with full authority, executed the same voluntarily as and for the act of said municipal corporation on the day the same bears date.

Given under my hand and official notarial seal this the ____ day of _____, 2023.

{SEAL}

NOTARY PUBLIC
My Commission Expires: _____

THE CITY OF FAIRHOPE, ALABAMA, a
municipal corporation organized under the laws of
the State of Alabama

By: _____
Sherry Sullivan
As Its Mayor
Date: _____

ATTEST:

Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA :
COUNTY OF BALDWIN :

I, the undersigned Notary Public, in and for said State and said County, hereby certify that **Sherry Sullivan**, whose name as Mayor of the **City of Fairhope, Alabama**, a municipal corporation organized under the laws of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such Mayor and with full authority, executed the same voluntarily as and for the act of said municipal corporation on the day the same bears date.

Given under my hand and official notarial seal this the ____ day of _____,
2023.

{SEAL}

NOTARY PUBLIC
My Commission Expires: _____

Exhibit A
Retail Center Water and Sewer Charges

Unit	Address of Lease Space	Building Permit(s)	Installation/ Tap Fee	SDC Water	SDC Fire Line	SDC Sewer	Meter/ Vault	Total W&S Fees	Paid	To Pay upon Execution	To Pay at Due Date
A	9867 State Highway 181	COM21-00480	\$0	\$8,000	\$7,500	\$12,000	\$20	\$27,520	\$20,020	\$500	\$7,500
B	9869 State Highway 181	none	\$0	\$3,750	\$0	\$3,750	\$20	\$7520	\$0	\$500	\$7020
C	9871 State Highway 181 (not currently used)	Combined with Unit B	\$0	\$3,750	\$0	\$3,750	\$20	\$7520	\$0	\$500	\$7020
D	9873 State Highway 181	COM23-000003	\$0	\$3,750	\$0	\$3,750	\$20	\$7520	\$0	\$500	\$7020
E	9875 State Highway 181	COM23-000158	\$0	\$3,750	\$0	\$3,750	\$20	\$7520	\$0	\$500	\$7020
F	9879 State Highway 181	COM22-000196	\$0	\$3,750	\$0	\$3,750	\$20	\$7520	\$0	\$500	\$7020
G	9881 State Highway 181 (not currently used)	Combined with Unit H	\$0	\$3,750	\$0	\$3,750	\$20	\$7520	\$0	\$500	\$7020
H	9883 State Highway 181	COM23-000023, COM23-000008	\$0	\$3,750	\$0	\$3,750	\$20	\$7520	\$0	\$500	\$7020
I	9885 State Highway 181	COM23-000096	\$0	\$3,750	\$0	\$3,750	\$20	\$7520	\$0	\$500	\$7020
J	9887 State Highway 181	COM23-000029	\$0	\$3,750	\$0	\$3,750	\$20	\$7520	\$0	\$500	\$7020
K	9889 State Highway 181	none	\$0	\$3,750	\$0	\$3,750	\$20	\$7520	\$0	\$500	\$7020
L	9891 State Highway 181	COM23-000031	\$0	\$3,750	\$0	\$3,750	\$20	\$7520	\$0	\$500	\$7020
M	9893 State Highway 181	COM23-000037	\$0	\$3,750	\$0	\$3,750	\$20	\$7520	\$0	\$500	\$7020
	TOTAL							\$117,760	\$20,020	\$6,500	\$91,740



CITY OF FAIRHOPE
AGENDA MEMORANDUM

FROM:	Nick Martin
SUBJECT:	Eastern Shore Repertory Theater Spring Play on the Bluff
AGENDA DATE:	November 27, 2023

RECOMMENDED ACTION:

Erin Langley, Eastern Shore Repertory Theatre Inc. requests approval to use Henry George Park from April 24, 2024 – May 6, 2024 for the “11th Annual Theater on the Bluff” to present the Andrew Lloyd Webber classic “Cats” for three performances. In addition, they request usage of the City’s barricades and to have the City employees assist in the setup and removal of the barricades.

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
		\$___	\$___	(\$___)

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up:

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

Jenny Wilson

From: Nick Martin
Sent: Tuesday, November 14, 2023 1:00 PM
To: Lisa A. Hanks, MMC; Jenny Wilson
Subject: ESRT Spring Bluff Rental Packet
Attachments: ESRT Spring Play At The Bluff 2024 Complete.pdf

Here you are! Let me know if you need anything else.

Sincerely,

Nick Martin
Rental Facilities Assistant
Fairhope Civic Center
251-929-1479

Nicholas.Martin@fairhopeal.gov

City of Fairhope
Approval Special Event Request

10 30 2023 Date complete application submitted to Rental Facilities Department

Event: Eastern Shore Repertory Theater Spring Play on the Bluff

Person Requesting: Erin Langely

Date of Event: 4/24/24-5/6/24

Location: Henry George Bluff

Approval/Disapproval supporting documentation attached.

Approval:

Stephanie Hollinghead Date: 11/1/2023 Approx. security cost \$ 3,577.50
Stephanie Hollinghead (Nov 1, 2023 14:18 CDT)

Police Chief/Designee

George Ladd Date: 11/2/2023 Approx. cost city services \$ 2,500.00
George Ladd (Nov 2, 2023 10:39 EDT)

Director of Public Works/Designee

Paige Crawford Date: 11/8/2023
Paige Crawford (Nov 8, 2023 09:06 CST)

Director of Community Events

Disapproval:

 Date: _____

Police Chief

 Date: _____

Director of Public Works/Designee

 Date: _____

Director of Community Events

Route back to rental facilities department for application package finalization

NOTES: They do an annual COLI. Will have another one issued to cover the event in April 2024

Erin Langley
Eastern Shore Repertory Theatre
1410 Captain O'Neal Drive
Daphne, AL 36526
(251) 751-2935
erinlangley@me.com

October 2, 2023

Dear Fairhope City Council Members:

On behalf of Eastern Shore Repertory Theatre, I would like to whole-heartedly thank the City of Fairhope, our City Council and Mayor, for your support of our "Theatre on the Bluff" performances which have taken place on the Henry George Bluff since 2014. We have graciously appreciated the incredible attendance from our local community and we feel honored to be a part of another special Fairhope tradition. We hope that our musicals have added to the artistic texture of Fairhope.

This year will be our eleventh annual Theatre on the Bluff event. We look forward to celebrating with Fairhope and plan to present the Andrew Lloyd Webber classic, "Cats." We will have a cast of 90 community members. We would schedule three public performances: May 2-4, 2024 with a rain date or possible encore performance on May 5th. We would also hold a sponsor invited dress rehearsal on May 1.

Our request would be similar to past rentals. We would request usage from April 24- May 6, 2024. We would ask for usage of the City's barricades and to have the City employees assist in the setup and removal of the barricades. We will pay for police assistance during performances.

Thank you for your consideration! Eastern Shore Rep would be thrilled to offer this artistic opportunity to the Eastern Shore!

Sincerely,

Erin Langley
Executive & Artistic Director, Eastern Shore Repertory Theatre

APPLICATION FOR THE USE OF CITY OF FAIRHOPE PARKLANDS

We, the undersigned, hereby apply for the use of certain facilities at City of Fairhope Parklands, and in connection with said application, furnish the following:

1. We wish to use:
 - Henry George Park (park on bluff above Fire Hall) (E)
 - Fairhope Beach Pavilion (W & E)
 - Park on South End of Pier (South Beach Park) (W&E)
2. Date Requested: April 24-May 6, 2024 Hours requested: from all day to _____
3. Renter's Name: Eastern Shore Repertory Theatre
4. Address: 1410 Captain O'Neal Drive City: Daphne State: AL Zip: 36526
5. Phone Numbers: Mobile: 251-751-2935 Work/Alt: _____
6. Purpose of Use: 11th Annual Theatre on the Bluff
7. Number of persons expected to attend (adults and minors): _____ various set-up crews will be employed - cast of approximately 80 during evening rehearsals, public performances of 800 +
8. Describe any decorations, tents, sound equipment, staging, port-o-lets, etc.: _____ Stage and lighting setup by Showbiz Theatrical, tents for lighting and sound and cast port-o-
 Rental Company: Showbiz, Soho, EZHaul
9. Will you need electricity? Yes No For: production/lighting and sound
 Will you need water? Yes No For: general

INDEMNITY AND HOLD HARMLESS AGREEMENT

In consideration of the permission granted to me by the City of Fairhope to use the parks, I hereby indemnify and hold harmless the City of Fairhope, its agents, servants and employees from any and all claims and causes of action that may arise from injury to me or third parties using the parks who are injured or suffer property damage that is in any way caused by my use of the parks. This indemnity and hold harmless agreement is given to the City of Fairhope to protect the City and its agents, servants and employees from cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of the parks.

CLEANING & CANCELLATION POLICIES

- a.) At the conclusion of the event, the area will be inspected by a representative of the City. If the user has not cleaned up the park and restored it to its original condition, the City will clean up the park and charge the user for the services.
- b.) All cancellations and/or date changes must be in writing and signed by the same person who signed the application and paid the rental fees, and must be given to the Site Manager not less than 30 days prior to the event. No fee refunds will be made for cancellations made less than 30 days prior to the event.

Fee refunds will be made by check, and delivered by mail, less the cost of City services, as assessed by the appropriate City staff for cleaning, or a 20% handling charge for cancellations.

We the undersigned have read and understand the **Indemnity Agreement**, as well as all rules and regulations contained in City Ordinance No. **1575** as set forth by the governing body of the City of Fairhope and will abide by these rules and regulations, which include but are not limited to the **Cancellation and Cleaning** policies. We also understand that if, at any time, the City-appointed Law Enforcement Personnel feel that said rules and regulations are not being followed, the function will be terminated.

Renter's Signature: *Erin Langley* Date: 7/17/23
 City Personnel: *[Signature]* Fees Paid: Yes Date: 10/30/23 Ck. #: 2597

-Office Use Only-

Application Signed Dated ✓ Permit Deposit Fees ✓ Entered in Calendar ✓

City of Fairhope
Park & Street Usage Charges
(per city ordinance (Nos. 1575, 1576, & 1486))

Fairhope Civic Center, P.O. Drawer 429, Fairhope Al. 36533 - (251) 929-1479 / 990-0130 (251) 929-1467[Fax]

Name: Eastern Shore Repertory Theatre (Erin Langley)

Address: 1410 Captain O'Neal Dr, Daphne AL 36526

Date of function: April 24-May 6 2024(13 Days) Phone: 251 751 2935 No. in attendance: 500 +

FEE SCHEDULE

Park Rental Fee: \$150. per diem	\$1950
Street Rental Fee: \$150. per diem	\$0.00
Additional Hours – past allotted four hour: @ \$75 per hour	\$3900

Subtotal: \$5850

Non-profit organization; exempt from 50% rental fees.
***Proof of 501 non-profit must be on file.**

50% Non-Profit Rate: \$2925

Electric/Water Fee: (one time charge of \$50.)	\$50.00
Refundable Clean-up Deposit:	\$1000

Balance Due: \$3975

Refund Due: \$0

Refunds for clean-up deposit to be mailed to address given on rental application, three weeks after event.

Notes: Hourly fees assessed on a 8-hr/day basis. 13 Day Rental

Paid: <u>\$3975</u> Check# /Cash/CC <u>2597</u> Date: <u>10/30/23</u>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/18/2023

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 Higginbotham Insurance Agency, Inc. 3212 Midtown Park S Mobile AL 36606		CONTACT NAME: Sherry Harris PHONE (A/C, No, Ext): 817-350-6468 FAX (A/C, No): 817-347-6981 E-MAIL ADDRESS: SHarris@higginbotham.net	
INSURED Eastern Shore Repertory Theater, Inc. P.O. Box 951 Fairhope AL 36533		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Guideone Elite Insurance Company 42803 INSURER B: Guideone Insurance Company 16032 INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____	

COVERAGES

CERTIFICATE NUMBER: 659748812

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____		01-0015-787	4/3/2023	4/3/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RERTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 8,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		00-1788-644	4/3/2023	4/3/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The General Liability policy include a blanket automatic additional insured endorsement that provides additional insured status and General Liability policy includes a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.
 The City of Fairhope is Additional Insured as respects General Liability if agreed in writing in a contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**
 City of Fairhope
 P.O. Drawer 429
 Fairhope AL 36533

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

AUTHORIZED REPRESENTATIVE

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CITY OF FAIRHOPE
AGENDA MEMORANDUM

FROM:	Pedestrian and Bicycle Committee
SUBJECT:	Appointment Nominee – Johnny Prewitt - 3-Year Term
AGENDA DATE:	November 27, 2023

RECOMMENDED ACTION:

Appoint nominee Johnny Prewitt to the Pedestrian and Bicycle Committee effective January 2024 to replace Chris Knight. Term will expire 2027.

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
		\$___	\$___	(\$___)

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up:

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

**PEDESTRIAN AND
BICYCLE COMMITTEE**

NOMINEE

3-Year Term

APPOINTMENTS_____.

Johnny Prewitt

REAPPOINTMENTS_____.

The terms shall end January 2027.

Jenny Wilson

From: Jenny Wilson
Sent: Tuesday, November 14, 2023 12:25 PM
To: Bill Hall
Cc: Lisa A. Hanks, MMC
Subject: FW: Nomination of Johnny Prewitt to the P&B Committee
Attachments: Johnny Prewitt Pedestrian and Bicycle Committee Application-8-17-23.pdf

Bill,

We will place item on City Council Agenda for Monday, November 27, 2023.

Thank you,



Jenny Opal Wilson, CMC, MPA
Assistant City Clerk
Phone: 251-928-2136
Fax: 251-302-7552
Email: jenny.wilson@fairhopeal.gov
P.O. Drawer 429
Fairhope, AL 36533
www.fairhopeal.gov

From: Bill Hall <captbillhall@gmail.com>
Sent: Tuesday, November 14, 2023 12:20 PM
To: Jenny Wilson <jenny.wilson@fairhopeal.gov>
Subject: Nomination of Johnny Prewitt to the P&B Committee

Jenny,

The Committee has reviewed Mr. Prewitt's application and voted that the City Council appoint him to the Committee. He will replace Mr. Chris Knight who will end his term in December of this year.

We ask that the Council approve his appointment to the Committee effective January 2024.

It is possible that you already sent his application for the Council for approval. I was gone for the October meeting and am trying to get my office together.

Thanks,

Bill

Jaw

CITY OF FAIRHOPE



APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMITTEE

City Council seeks to have diversity in making appointment to boards and committees. It is the policy of the City Council to make appointments based on the needs of the City as well as the interests and qualifications of each applicant. In accordance with the Code of Alabama, all applicants must be qualified electors and taxpayers in the City, excluding the Planning Commission. All applications filed with the City Clerk will be public record.

Please return this application to the Fairhope City Clerk at City Hall, 161 North Section Street, Fairhope, Alabama 3 6532 or mail to City of Fairhope, Attention Fairhope City Clerk, P. O. Drawer 429, Fairhope, Alabama 36533. PLEASE PRINT CLEARLY

Last Name: Prewitt First Name: Johnny Phone Number: _____

Cell: 415-608-4442 Email: jpfromla@mac.com

Home Address: 210 S. Mobile St. #14

City: Fairhope State: AL. Zip: 36532

Business Address: same..

City: _____ State: _____ Zip: _____

Name of Board or Committee: Pedestrian and Bicycle

EDUCATIONAL BACKGROUND:

B.A., University of Alabama
Master of Social Work, University of Alabama

PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:

Licensed, Certified Social Worker, NASW (expired)
Licensed Realtor (expired)

PROFESSIONAL EXPERIENCE:

Practiced Social Work at Mobile Mental Health Center, three years.
Senior Technical Recruiter for various software development organizations, 35 years experience

CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS:

Volunteer "Court Appointed Special Advocate," Sworn Officer for Family Court, Mobile, Alabama.
Volunteer, ESL teacher, Daphne Public Library.
Occasional attendee and participant in Fairhope Pedestrian and Bicycle Committee meetings.
Long term member "Marin Bike Coalition", formerly.
Former Boy Scout Leader, Troop 37, Corte Madera, California



HOW WILL YOUR QUALIFICATIONS BEST SERVE THE NEEDS OF THE COMMUNITY?

As life long cyclist I bring years experience advocating for pedestrian and bicycle safety. Experience in cycling safety issues, temporary route planning and dealing with local agencies. My experience, though minimal, with the Fairhope Pedestrian and Bicycle Committee has provided insight into how the committee functions and the challenges it faces.

Signature: *John A. Pruitt* Date: 8/15/23
You may attach a resume with this application.

Also, volunteer coordinator for bike parking corral, Fairhope Art Fest, March 2024.
Bill Hall, chair of P/B committee suggested I apply for committee membership. JAP