



CITY OF FAIRHOPE

CITY COUNCIL PACKET

DISCLAIMER

PLEASE TAKE NOTICE:

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PRELIMINARY FORM.**

**IT IS SUBMITTED TO THE CITY COUNCIL FOR
CONSIDERATION AND DISCUSSION.**

**THIS PACKET DOES NOT CONTAIN
FINAL AND/OR APPROVED
MINUTES, RESOLUTIONS OR ORDINANCES.**

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

MONDAY, 14 AUGUST 2017 – 4:30 P.M. – COUNCIL CHAMBERS

1. Presentation of Findings at Fairhope Public Library – Jim Walker AIA, Vice President of Architecture, with Goodwyn Mills and Cawood
2. Discussion of Zoning District for Schools – Amendment to Zoning Ordinance – Planning Director Wayne Dyess
3. Quail Creek Clubhouse Discussion
4. Discussion of Section 7-123 of the Fairhope Code of Ordinances - Assistant Public Works Director Arthur Bosarge

Next Regular Meeting Monday, August 28, 2017 Same Time and Place

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 14 AUGUST 2017 - 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 24 July 2017 Regular City Council Meeting, minutes of 24 July 2017 Work Session, and minutes of 24 July 2017 Agenda Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Final Adoption** - An Ordinance to Amend Ordinance No. 1586, Code of Ordinances to alter the Schedule of Fees for Construction and Building Permits. (Introduced at the July 24, 2017 City Council Meeting)
6. Resolution – That Mayor Karin Wilson is hereby authorized to execute a Third Extension of Agreement concerning Tolling of the Statute of Limitations between the Utilities Board of the City of Daphne and the City of Fairhope regarding jointly owned gas lines.
7. Resolution – Accepting the public streets, public right-of-ways, and all of Fairhope’s public utilities located in public right-of-ways within Fox Hollow, Phase One for maintenance subject to the bond posted; and authorizes Mayor Karin Wilson to execute the Maintenance and Guaranty Agreements between the City of Fairhope, Montrose Properties, Inc., and Hill Brothers.
8. Resolution – Accepting all of Fairhope’s public utilities located in public right-of-ways within Colony Woods Subdivision for maintenance subject to the bond posted; and authorizes Mayor Karin Wilson to execute the Maintenance and Guaranty Agreements between the City of Fairhope, Jason Tickle, and Hill Brothers.
9. Resolution – Accepting the public streets, public right-of-ways, and all of Fairhope’s public utilities located in public right-of-ways within Woodlawn, Phase Three for maintenance subject to the bond posted; and authorizes Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and Woodlawn Development Company 2014, Inc.
10. Resolution – That the City of Fairhope hereby terminates the contract for On-Line Utility Payments for an Internet Connection to the City’s Website, between the City of Fairhope and Paymentus; and approve Mayor Karin Wilson to sign the necessary paperwork.
11. Resolution – To Reject all Bids for Pool Building Façade Repair for the Recreation Department (Bid No. 007-017).

12. Resolution – That the City Council approves the selection of Neel-Schaffer, Inc. to perform Design Engineering Services for Sidewalks Between U. S. 98 and County Road 13 (RFQ No. PS037-17); ALDOT TAP Grant No. TAPAA-TA17 (937); and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule; and establish a not-to-exceed limit with this firm.
13. Resolution – That the City Council approves the selection of Mott MacDonald, LLC to perform Professional Engineering Services for MPO Downtown Traffic, Pedestrian Safety and Wayfinding Signage and Parking Study (RFQ No. PS039-17), and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule, and establish a not-to-exceed limit with this firm.
14. Resolution – That the City Council approves the selection of Goodwyn Mills Cawood, Inc. to replace the HVAC Unit on Roof of Civic Center for RFQ No. PS040-17, and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule, and establish a not-to-exceed limit with this firm.
15. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract with Keet Consulting Services, LLC, for RFQ No. PS026-17, Professional Consulting Services to Upgrade City’s GIS with Online Mapping System, with a not to exceed amount of \$54,700.00 – (\$25,900.00 year 1, \$14,400.00 year 2, and \$14,400.00 year 3).
16. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract with International Code Council to perform On-Call Professional Consulting Services for Construction Plan Review for the Building Department (RFQ No. PS035-17), with a not to exceed \$40,000.00.
17. Resolution – To Award Bid for Painting Roof of Fire Station No. 1 to Domoni Inc. with a total bid proposal of \$17,541.60 (Bid Number 019-17).
18. Resolution – To Award Bid for Python III FS Dash Mounted Radar System to Emergency Lighting by Haynes with the total bid proposal of \$6,475.00; and to DANA Safety Supply for all other items per attached schedule with the total bid proposal of \$18,740.28 (Bid Number 021-17).
19. Resolution – To Award Bid for Printing of Calendar 2017 to Calagaz Photo Supply d/b/a Calagaz Printing with the bid amounts on the attached Bid Tabulation and Recommendation: (not to exceed Unit Cost \$0.36 each of 2,000 copies (Bid Number 023-17).
20. Resolution – To purchase One (1) One Way Phase over Phase Type G 46 kV Gang Switch for the Electric Department; and authorizes procurement without formal bid based on the option allowed by the Code of Alabama 1975, Section 41-16-51(b)(7). The cost will be \$15,416.00.
21. Resolution – To purchase a 2018 Freightliner M2 106 Chassis Set Back Axle with 16’ Body (Flower Watering Truck) for the Public Works Department and the equipment is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract; and therefore, does not have to be let out for bid. This has been nationally bid through the NJPA’s bid process. The total cost is \$89,731.00.

22. Resolution – To purchase a 2018 Freightliner 122SC Chassis Forward Axle 18-Wheeler Truck for the Public Works Department (Sanitation) and the equipment is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract; and therefore, does not have to be let out for bid. This has been nationally bid through the NJPA’s bid process. The total cost is \$119,725.00.
23. Resolution – To purchase Fire Fighting Gear for the Fire Department; and the items are available for purchase from NAFECO, as quotes were obtained. The cost will be \$10,907.50.
24. Resolution – To purchase the Interfacing of the Paymentus payment processing system with the City’s MUNIS financial system for the IT Department, from Paymentus Corporation as Sole Source Distributor; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The cost will be \$7,500.00.
25. Resolution – To purchase SCADA System Sensors for the Water Department; and the items are available for purchase from WESCO Distribution, as quotes were obtained. The cost will be \$14,922.60.
26. Resolution – That the Fairhope City Council hereby authorizes Jay Robinson on behalf of the Council to request and obtain from Elias Technologies, Inc. documents and information regarding IT contract.
27. Appointment – Personnel Board
28. Application for Restaurant Liquor License by Jessie Patterson for Old Bay Steamer, Inc. d/b/a Old Bay Steamer, located at 14 N. Church Street, Fairhope, Alabama.
29. Application for Restaurant Liquor License by Alison Johnson for El Camino Taco Shack, LLC d/b/a El Camino Taco Shack, located at 212 one half Fairhope Avenue, Fairhope, Alabama.
30. Application for Beer and Wine On/Off Premises License by Kimberly Fontenot for Bay House Bistro, LLC d/b/a Bay House Bistro, located at 151 S. Mobile Street, Fairhope, Alabama.
31. Application for Non-Profit Tax Exempt License (Alcoholic Beverage License) by Matthew Wilkins for The National Wild Turkey Federation, Inc., for their National Wild Turkey Federation Banquet, located at 161 North Section Street, Fairhope, Alabama on August 18, 2017 from 6:00 p.m. to 10:00 p.m.
32. Request – Katja Palumbo on behalf of the Fairhope K-6 Parent Teacher Corporation – Requesting permission to close the streets in downtown Fairhope on Saturday, January 27, 2018 from 6:00 a.m. to 10:00 a.m. for a 5K Run and 1 Mile Fun Run (“The Pirate Dash”) to raise money for the educational needs of the Fairhope Elementary and Fairhope Intermediate Schools.

33. Public Participation – (3 minutes maximum)
34. Adjourn

**City Council Work Session - 4:30 p.m.
on Monday, August 14, 2017 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.
on Monday, August 14, 2017 – Council Chamber**

Next Regular Meeting – Monday, August 28, 2017 - Same Time and Place

STATE OF ALABAMA)(
 :
COUNTY OF BALDWIN)(

The City Council, City of Fairhope, met in regular session at 6:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 24 July 2017.

Present were Council President Jack Burrell, Councilmembers: Jay Robinson, Jimmy Conyers, Robert Brown, and Kevin Boone, Mayor Karin Wilson, City Attorney Marion E. Wynne, and City Clerk Lisa A. Hanks.

There being a quorum present, Council President Burrell called the meeting to order at 6:08 p.m. The invocation was given by Reverend Denson Freeman, Jr., Rector of St. James Episcopal Church, and the Pledge of Allegiance was recited.

Council President Burrell stated there was a need to add on two agenda items after Agenda Item Number 20: a Resolution that Mayor Karin Wilson is hereby authorized to execute a Reciprocal Agreement between The City of Fairhope and the Baldwin County Commission for exchanging information relating to tax returns and/or tax information. This agreement will be for a period of three (3) years and automatically renew annually thereafter; and a Resolution that Mayor Karin Wilson is hereby authorized to execute Extension No. 1 of the Contract with Sunbelt Fire, Inc. for the Police Department Investigations and Corrections Uniforms (Bid Number 028-16) for an additional one year as per the terms and conditions, including pricing, of the original contract; and to be ordered as needed with available budgeted funds.

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

Councilmember Boone moved to approve minutes of the 10 July 2017, regular meeting; minutes of the 10 July 2017, work session; and minutes of the 10 July 2017, agenda meeting. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Mayor Wilson addressed the City Council and recognized two Eagle Scouts for their hard work: Britton Rivenbark and Christian Hehman. She also announced the appointment of Art Dyas to the Planning Commission. Mayor Wilson stated that the Comprehensive Plan's main focus is utility infrastructure and planning issues; and said a proposal has been sent for Restore Act Funds to update the Comprehensive Plan and Land Use. She announced that effective July 27, 2017 an ordinance will be in effect for feeding geese; and solar lights are at the beach area to help with the geese issue.

24 July 2017

Mayor Wilson said that Building Official Erik Cortinas and Planning Director Wayne Dyess held public meetings for input for procedures and policies; and on August 1, 2017 at 6:00 p.m. will be a meeting on Strategic Priorities and Visions for the City of Fairhope at Centennial Hall. Mayor Wilson reported on the following: update from the Supervisor's meeting; the census for inside the City is now approximately 19,421; and Utility billing conversion to the MUNIS system is complete. She thanked Carol Crittenden and Judy Garrick for staying late to handle after hour calls; announced the Fairhope Police Department will hold their "Back to School Event" on August 5, 2017 at Fairhope United Methodist Church; and thanked Lynn Maser for her help with projects.

Councilmember Robinson recognized again the Fairhope Youth Baseball All Star Teams. He said the Fairhope National Peanut All Star team will be going to the World Series in Mississippi; and the Fairhope American Ozone All Star Team will be going to Oxford, Alabama. Councilmember Robinson said that both teams will be holding fundraisers to help with expenses; and asked everyone to support them.

Councilmember Conyers reiterated Mayor Wilson on Mr. Cortinas and Mr. Dyess on holding the meetings and including the developers. He also mentioned the insurance discussion held during the Work Session.

Councilmember Brown gave a brief update on the clubhouse repairs; and mentioned the geese going gluten free with disco lights.

Councilmember Boone brought up the parking garage and people complaining there is no parking available in downtown Fairhope. He stated there are plenty of spaces in the parking garage even during events.

Council President Burrell announced that Virginia Green, recent Fairhope High School graduate, won her third state title at the AHSAA state golf tournament (Class 7A individual title); placed third in the Junior PGA with an eleven under par; finished eleventh in the Nation; and ranked ninth in the world.

Councilmember Boone introduced in writing an ordinance to amend Ordinance No. 1586, Code of Ordinances to alter the Schedule of Fees for Construction and Building Permits. Building Official Erik Cortinas explained the ordinance and mentioned the main three changes: (1) plan review cost; (2) reinspection fees; and (3) fee for non-inspections. Due to lack of a motion for immediate consideration, this ordinance will layover until the August 14, 2017 City Council meeting.

24 July 2017

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution to Award Bid for Disaster Debris Removal and Disposal 2017 Contract (Bid No. 009 -17). The motion was Seconded by Councilmember Robinson. Councilmember Conyers questioned the recommended bidder being in Auburn and not local. Purchasing Manager Dan Ames explained the bidder has a three-hour response time. Council President Burrell read the total bids; and stated he did not want to walk on a \$1.8 million bid at the last meeting, so he placed it on this agenda. After further discussion, motion passed unanimously by voice vote.

Council President Burrell commented he was not happy that they were not told the City had one year left on the Pittman contract. He said they chose not to bid due to knowing they had another extension with the City. Council Burrell said that the contract was \$115,000.00 less than the bid.

Mayor Wilson stated she had asked Mr. Ames to bid this contract and Pittman did not ask for an extension to the contract. She said Mr. Ames was told to bid this contract out in January; and we should get Volkert involved to present the Disaster Debris Removal and Disposal. Council President Burrell told the Mayor that she did not want Pittman to have the contract; and went onto the next agenda item.

RESOLUTION NO. 2808-17

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 the Disaster Debris Removal and Disposal Contract (Bid Number 009-17) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for the
Disaster Debris Removal and Disposal Contract

[3] After evaluating the bid proposals with the required bid specifications, D & J Enterprises, Inc., is now awarded the bid for the Disaster Debris Removal and Disposal Contract, as needed after disaster, based on per unit cost as specified in Bid Tabulation.

Adopted on this 24th day of July, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

24 July 2017

Date Advertised: 6-19-17, 6-29-17 & 7-17-17
BID TABULATION
BID NO.: 09-17 Disaster Debris Removal and Disposal 2017
BID OPENING: July 6, 2017 9:00 a.m.
Note: Bid Bond \$100,000

VENDOR:	Unit of measure	Quantity	D & J ENTERPRISES, INC. 2455 Lee Road 1A, Auburn, AL 36832	ERC EMERGENCY SERVICES, LLC 5901 Spice Pond Extension Sumner, AL 35575	CROWDER GOLF 543 Business Parkway Theodore, AL 36522	TFR ENTERPRISES, INC. 601 Leander Drive Leander, TX 78641	CERES ENVIRONMENTAL SERVICES, INC. 6023 Professional Parkway, E Sarasota, FL 34243					
Non-Collusion Statement & Bid Proposal Executed & Signed & Notarized			YES	YES	YES	YES	YES					
Signed Affidavit: 1, 2, 3			YES	YES	YES	YES	YES					
State of AL Contractor's License			16643	45642	43313	52591	55303					
Bid Bond			YES	YES	YES	YES	YES					
EXHIBIT A												
EXHIBIT B												
EXHIBIT C												
EXHIBIT D												
EXHIBIT E												
EXHIBIT F												
EXHIBIT G												
			Cost/Unit	Comparison Numbers	Total in Comparison Cost/Unit	Comparison Numbers	Cost/Unit	Comparison Numbers	Total in Comparison			
Mobilization & Demobilization-includes in CY rate and shall not be a separate line item	NA	NA										
Vegetative and CAD Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) or other disposal sites (NOTE 1 & 6)	cubic yds	129300	\$6.70	\$733,370.00	\$10.42	\$1,131,843.00	\$7.23	\$736,000.00	\$5.00	\$543,000.00	\$6.55	\$533,840.00
Vegetative and CAD Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owned Property (other than Right-of-Way) and Hauled to TDSRS or other disposal sites (NOTE 1 & 6)	cubic yds		\$7.12		\$11.45		\$7.42		\$7.02		\$7.48	
Vegetative and CAD Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 1, 3 & 6)	cubic yds	92000	\$5.55	\$754,920.00	\$12.40	\$1,131,840.00	\$7.68	\$223,800.00	\$9.20	\$572,300.00	\$9.48	\$1,023,840.00
Vegetative and CAD Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site (NOTES 2, 3 & 7)	cubic yds	3,650		\$4.80		\$3.00		\$4.20		\$2.00	\$2.00	
Management of TDSRS (NOTE 4)	cubic yds	130000	\$9.35	\$3,970,000.00	\$1.15	\$124,200.00	\$1.10	\$100,000.00	\$3.00	\$324,000.00	\$0.95	\$59,400.00
Processing (Grinding/Chipping) of Vegetative Debris at TDSRS or Final Disposal	cubic yds	129300	\$2.48	\$2,599,900.00	\$2.55	\$226,230.00	\$2.41	\$259,200.00	\$1.00	\$128,000.00	\$2.24	\$211,200.00
Consolidation of CAD debris at TDSRS	cubic yds		\$2.45		\$2.25		\$2.10		\$2.10		\$1.95	
Processing (Open Burning) of Vegetative Debris at TDSRS or Final Disposal	cubic yds		\$2.45		\$1.15		\$1.22		\$0.25		\$1.45	
Processing (Burning) of Vegetative debris using air curtain incinerators at TDSRS or final disposal	cubic yds		\$2.45		\$1.95		\$1.50		\$1.20		\$1.95	
Pick Up and Haul of White Goods to Site within County	L/WT		\$35.00		\$45.00		\$25.00		\$40.00		\$20.00	
Pick Up and Disposal of Hazardous Material	L/B		\$3.00		\$5.00		\$2.00		\$3.00		\$6.50	
Waste Management and Recycling	L/WT		\$22.00		\$45.00		\$30.00		\$55.00		\$50.00	
Dead Animal Collection, Transportation and Disposal	L/B		\$1.00		\$5.50		\$0.50		\$1.00		\$1.00	
Extraction of hazardous stumps (50% of root ball exposed) resulting from trees growing on the right of way and Hauling to Final Disposal Site - (NOTE 6)												
6 inch diameter to 11 inch diameter (Based on Stump Conversion Table)	cubic yds		\$11.25		\$12.45		see chart		\$15.00		\$25.00	
12 inch diameter to 24 inch diameter (Based on Stump Conversion Table)	cubic yds		\$11.25		\$12.45		see chart		\$15.00		\$1,325.00	
25 inch diameter to 47 inch diameter	Stump		\$165.00		\$300.00		\$150.00		\$120.00		\$175.00	
48 inch diameter and greater	Stump	53	\$275.00	\$14,575.00	\$400.00	\$21,230.00	\$220.00	\$11,550.00	\$325.00	\$17,225.00	\$225.00	\$11,925.00

24 July 2017

Vendor	List of measure	Quantity	Period of hazardous material handling greater than 1 hour				Period of hazardous material handling less than 1 hour				Period of hazardous material handling less than 1 hour				Period of hazardous material handling less than 1 hour							
			per ton	per ton	per ton	per ton	per ton	per ton	per ton	per ton	per ton	per ton	per ton	per ton	per ton	per ton	per ton					
VENOR			per ton	\$65.00	\$65.00	\$65.00	\$65.00	per ton	\$120.00	\$120.00	\$120.00	\$120.00	per ton	\$100.00	\$100.00	\$100.00	\$100.00	per ton	\$100.00	\$100.00	\$100.00	\$100.00
			each	\$65.00	\$65.00	\$65.00	\$65.00	each	\$120.00	\$120.00	\$120.00	\$120.00	each	\$100.00	\$100.00	\$100.00	\$100.00	each	\$100.00	\$100.00	\$100.00	\$100.00
			each	\$65.00	\$65.00	\$65.00	\$65.00	each	\$120.00	\$120.00	\$120.00	\$120.00	each	\$100.00	\$100.00	\$100.00	\$100.00	each	\$100.00	\$100.00	\$100.00	\$100.00
			each	\$65.00	\$65.00	\$65.00	\$65.00	each	\$120.00	\$120.00	\$120.00	\$120.00	each	\$100.00	\$100.00	\$100.00	\$100.00	each	\$100.00	\$100.00	\$100.00	\$100.00
			each	\$65.00	\$65.00	\$65.00	\$65.00	each	\$120.00	\$120.00	\$120.00	\$120.00	each	\$100.00	\$100.00	\$100.00	\$100.00	each	\$100.00	\$100.00	\$100.00	\$100.00
			each	\$65.00	\$65.00	\$65.00	\$65.00	each	\$120.00	\$120.00	\$120.00	\$120.00	each	\$100.00	\$100.00	\$100.00	\$100.00	each	\$100.00	\$100.00	\$100.00	\$100.00
			each	\$65.00	\$65.00	\$65.00	\$65.00	each	\$120.00	\$120.00	\$120.00	\$120.00	each	\$100.00	\$100.00	\$100.00	\$100.00	each	\$100.00	\$100.00	\$100.00	\$100.00
			each	\$65.00	\$65.00	\$65.00	\$65.00	each	\$120.00	\$120.00	\$120.00	\$120.00	each	\$100.00	\$100.00	\$100.00	\$100.00	each	\$100.00	\$100.00	\$100.00	\$100.00
			each	\$65.00	\$65.00	\$65.00	\$65.00	each	\$120.00	\$120.00	\$120.00	\$120.00	each	\$100.00	\$100.00	\$100.00	\$100.00	each	\$100.00	\$100.00	\$100.00	\$100.00
			each	\$65.00	\$65.00	\$65.00	\$65.00	each	\$120.00	\$120.00	\$120.00	\$120.00	each	\$100.00	\$100.00	\$100.00	\$100.00	each	\$100.00	\$100.00	\$100.00	\$100.00
			each	\$65.00	\$65.00	\$65.00	\$65.00	each	\$120.00	\$120.00	\$120.00	\$120.00	each	\$100.00	\$100.00	\$100.00	\$100.00	each	\$100.00	\$100.00	\$100.00	\$100.00
			each	\$65.00	\$65.00	\$65.00	\$65.00	each	\$120.00	\$120.00	\$120.00	\$120.00	each	\$100.00	\$100.00	\$100.00	\$100.00	each	\$100.00	\$100.00	\$100.00	\$100.00
			each	\$65.00	\$65.00	\$65.00	\$65.00	each	\$120.00	\$120.00	\$120.00	\$120.00	each	\$100.00	\$100.00	\$100.00	\$100.00	each	\$100.00	\$100.00	\$100.00	\$100.00

5. All drums placed on the right of way by citizens over 10' will be removed to public parks per the attached form. Empty Concrete Cart and dumped as regular debris under item 2					
6. Includes management of the construction					
7. Includes management of the construction					
8. Includes management of the construction					
9. Includes management of the construction					
10. Includes management of the construction					

Item	Unit	Quantity	Unit Price	Total Price
1. The price measure for 11525 is per disposal rate or other approved disposal rates are with 10 miles. For all distances over 10 miles add _____ per cubic yard per mile	CU YD	50.00	\$0.25	\$12.50
2. The price measure for disposal is with 10 miles of 11525. For all distances over 10 miles add _____ per cubic yard per mile	CU YD	50.00	\$1.25	\$62.50
3. The price measure for disposal is with 10 miles of 11525. For all distances over 10 miles add _____ per cubic yard per mile	CU YD	50.00	\$2.25	\$112.50
4. Includes management of the construction				
5. All drums placed on the right of way by citizens over 10' will be removed to public parks per the attached form. Empty Concrete Cart and dumped as regular debris under item 2				
6. Includes management of the construction				
7. Includes management of the construction				
8. Includes management of the construction				
9. Includes management of the construction				
10. Includes management of the construction				


24 July 2017


VEHICLE	Unit of measure	Quantity	D & J ENTERPRISES, INC. 2405 Lee Road W, Auburn, AL 36832	DHC EMERGENCY SERVICES, LLC 9281 Spine Pond Extension Semmes, AL 36575	CROWDER GULF 5453 Business Parkway Tomball, AL 36622	TFR ENTERPRISES, INC. 6911 Louder Drive Lancaster, TX 77641	CERES ENVIRONMENTAL SERVICES, INC. 6581 Professional Parkway, E Suwanee, FL 34240
EQUIPMENT (Hourly Rate)			Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
LD 64 WHEEL LOADER WITH DEBRIS GRAPPLE	per hour		\$85.00	\$185.00	\$112.00	\$120.00	\$139.35
LD 64 WHEEL LOADER WITH DEBRIS GRAPPLE	per hour		\$85.00	\$185.00	\$126.00	\$130.00	\$151.12
EXTENSION FRONT LOADER WITH DEBRIS GRAPPLE	per hour		\$85.00	\$136.00	\$73.00	\$80.00	\$79.25
753 BOBCAT SKID STEER LOADER WITH DEBRIS GRAPPLE	per hour		\$85.00	\$136.00	\$66.00	\$145.00	\$79.25
753 BOBCAT SKID STEER LOADER WITH BUCKET	per hour		\$85.00	\$136.00	\$66.00	\$145.00	\$79.65
753 BOBCAT SKID STEER LOADER WITH STREET SHEEPER	per hour		\$85.00	\$136.00	\$66.00	\$145.00	\$59.45
CG 50 HP FARM TRACTOR WITH BOX BLADE OR PLOW	per hour		\$85.00	\$100.00	\$59.00	\$145.00	\$100.87
3-2 1/2 CY ARTICULATED LOADER WITH BUCKET	per hour		\$85.00	\$185.00	\$96.00	\$95.00	\$115.00
34 CY ARTICULATED LOADER WITH BUCKET	per hour		\$85.00	\$195.00	\$112.00	\$125.00	\$125.00
LD 140E LOG SKIDDER OR EQUIVALENT	per hour		\$125.00	\$235.00	\$83.00	\$135.00	\$85.00
CAT D1 DOZER	per hour		\$95.00	\$160.00	\$65.00	\$110.00	\$160.01
CAT D1 DOZER	per hour		\$115.00	\$340.00	\$80.00	\$95.00	\$177.34
CAT D1 DOZER	per hour		\$165.00	\$300.00	\$95.00	\$145.00	\$216.54
CAT 125-140 MOTOR GRADER	per hour		\$125.00	\$250.00	\$100.00	\$235.00	\$186.65
LD 650 TRACK HOE WITH DEBRIS GRAPPLE	per hour		\$85.00	\$185.00	\$110.00	\$145.00	\$216.54
LD 650 TRACK HOE WITH BUCKET AND TANG	per hour		\$85.00	\$195.00	\$110.00	\$135.00	\$239.08
RUBBER TRED EXCAVATOR WITH DEBRIS GRAPPLE	per hour		\$85.00	\$175.00	\$115.00	\$145.00	\$115.00
LD 313 RUBBER TRED EXCAVATOR WITH BUCKET AND HOE	per hour		\$85.00	\$165.00	\$70.00	\$145.00	\$95.00
RUBBER TRED EXCAVATOR WITH DEBRIS GRAPPLE	per hour		\$85.00	\$175.00	\$115.00	\$135.00	\$194.14
750 FRONT END SKIDSTEER WITH DEBRIS GRAPPLE	per hour		\$100.00	\$270.00	\$100.00	\$145.00	\$161.25
CAT 60 SELF LOADER SCRAPER	per hour		\$125.00	\$235.00	\$165.00	\$110.00	\$183.40
7400 FED DEBRIS CHAFFER	per hour		\$225.00	\$245.00	\$43.00	\$190.00	\$182.70
330-400 HP GRINDER	per hour		\$550.00	\$265.00	\$370.00	\$95.00	\$440.15
600-1200 HP GRINDER	per hour		\$550.00	\$665.00	\$325.00	\$200.00	\$495.00
30 TON CRANE	per hour		\$55.00	\$245.00	\$165.00	\$400.00	\$195.00
50 TON CRANE	per hour		\$125.00	\$345.00	\$195.00	\$190.00	\$335.00
100 TON CRANE (EIGHT HOURS MAXIMUM)	per hour		\$155.00	\$575.00	\$275.00	\$225.00	\$770.10
45-60 BUCKET TRUCK WITH CURRENT DIESEL/FUEL TEST	per hour		\$125.00	\$245.00	\$55.00	\$650.00	\$234.75
SERVICE TRUCK	per hour		\$45.00	\$135.00	\$95.00	\$235.00	\$102.70
WATER TRUCK	per hour		\$45.00	\$135.00	\$65.00	\$90.00	\$102.70
PORTABLE LIGHT PLANT	per hour		\$30.00	\$100.00	\$16.00	\$50.00	\$22.01
EQUIPMENT TRANSPORTS	per hour		\$125.00	\$150.00	\$95.00	\$50.00	\$95.37
PICK UP TRUCK (UNMANNED)	per hour		\$30.00	\$40.00	\$15.00	\$10.00	\$17.81
SELF LOADING DUMP TRUCK WITH FRONT LOADER & DEBRIS GRAPPLE	per hour		\$125.00	\$270.00	\$135.00	\$235.00	\$195.14
SINGLE AXLE DUMP TRUCK 3-4 CY	per hour		\$85.00	\$115.00	\$55.00	\$150.00	\$80.70
TANDEN AXLE DUMP TRUCK 16-20 CY	per hour		\$65.00	\$125.00	\$65.00	\$160.00	\$80.70
TANDEN AXLE DUMP TRUCK 24-40 CY	per hour		\$85.00	\$155.00	\$75.00	\$170.00	\$85.00
TANDEN AXLE DUMP TRUCK 41-60 CY	per hour		\$65.00	\$225.00	\$85.00	\$180.00	\$92.43
POWER SCREEN	per hour		\$225.00	\$245.00	\$170.00	\$100.00	\$124.71
STANDING CONVEYOR	per hour		\$85.00	\$225.00	\$45.00	\$10.00	\$41.06
OFF ROAD TRUCKS	per hour		\$125.00	\$300.00	\$55.00	\$300.00	\$145.00

24 July 2017

VENDOR:	Unit of measure	Quantity	D & J ENTERPRISES, INC. 3405 Lee Road 1A, Auburn, AL 36832	DRC EMERGENCY SERVICES, LLC 9291 Spoke Point Extension Sarasota, AL 36575	CROWDER GULF 3453 Business Parkway Theodore, AL 36582	TFR ENTERPRISES, INC. 671 Lander Drive Lander, TX 75841	CERES ENVIRONMENTAL SERVICES, INC. 6530 Professional Parkway, E Sarasota, FL 34240	
Personnel Description								
Operator Manager	Hourly		\$45.00	\$50.00	\$55.00	\$70.00	\$97.72	
Supervisor with truck, phone & radio	Hourly		\$45.00	\$75.00	\$50.00	\$55.00	\$73.57	
Foreman with truck, phone & radio	Hourly		\$45.00	\$70.00	\$42.00	\$50.00	\$59.47	
Safety/Quality Control Inspector with vehicle, phone & radio	Hourly		\$45.00	\$80.00	\$50.00	\$55.00	\$73.57	
Inspector with vehicle, phone & radio	Hourly		\$45.00	\$35.00	\$35.00	\$50.00	\$73.57	
Climber with gear	Hourly		\$45.00	\$90.00	\$110.00	\$50.00	\$72.00	
Saw Hand with chainsaw	Hourly		\$30.00	\$45.00	\$45.00	\$55.00	\$42.44	
Laborer & Flagman	Hourly		\$30.00	\$40.00	\$25.00	\$30.00	\$26.43	
Public Assistance Manager	Hourly		\$45.00	\$55.00	\$55.00	\$45.00	\$70.00	
Documentation Clerk	Hourly		\$30.00	\$40.00	\$32.00	\$50.00	\$33.41	
Dispatcher	Hourly		\$30.00	\$37.00	\$35.00	\$50.00	\$33.41	
Hazard Professional	Hourly		\$45.00	\$65.00	\$150.00	\$57.00	\$103.15	
Household Hazard Inspection & Removal Crew	Hourly		\$295.00	\$170.00	\$110.00	\$55.00	\$550.00	
Materials Description								
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	Cubic Yards		\$25.00	\$18.00	\$22.00	\$20.00	\$26.00	
Notes: which are not covered in the rates (per cubic yard) for excess debris removal and reduction. some or all of the above equipment will be required. Contractor will ensure sufficient numbers or has access and contacts for any other equipment that might be required and will negotiate a rate with								
TOTAL UNIT COSTS								
*Comparison Quantities-Hurricane lean			Comparison	numbers	Comparison	Comparison	numbers	
TOTALS (using Hurricane lean numbers for comparison)			\$291.53	\$1,799,815.80	\$424.75	\$2,855,720.00	\$238.11	\$1,965,020.00
			\$343.00	\$1,981,225.00	\$144.25	\$2,031,225.00		

Recommendation: Award Bid to D & J ENTERPRISES INC. of Auburn Alabama, in the amounts listed on their Bid Response forms.


7/19/17
Arthur Besseye, Assistant Public Works Director


7/19/2017
John Saraceno, Emergency Manager

To my knowledge this is an accurate bid tabulation.


7/19/17
Daniel F. Ames, Purchasing Manager

24 July 2017

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of Neel-Schaffer, Inc. to perform Design Engineering Services for New Sidewalks to Manley Road Soccer Complex (RFQ No. PS005-17); ALDOT TAP Grant No. TAPAA-TA16 (930); and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule; and establish a not-to-exceed limit with this firm. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 2809-17

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of Neel-Schaffer, Inc. to perform Design Engineering Services for New Sidewalks to Manley Road Soccer Complex (RFQ No. PS005-17); ALDOT TAP Grant No. TAPAA-TA16 (930); and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule; and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 24TH DAY OF JULY, 2017

Karin Wilson, Mayor

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 approves the selection of Neel-Schaffer, Inc. to perform Construction Engineering and Inspection Services for New Sidewalks to Manley Road Soccer Complex (RFQ No. PS006-17); ALDOT TAP Grant No. TAPAA-TA16 (930) with a cost not to exceed \$65,218.00; and authorize Mayor Wilson to execute the contract. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

24 July 2017

RESOLUTION NO. 2810-17

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of Neel-Schaffer, Inc. to perform Construction Engineering and Inspection Services for New Sidewalks to Manley Road Soccer Complex (RFQ No. PS006-17); ALDOT TAP Grant No. TAPAA-TA16 (930) with a cost not to exceed \$65,218.00; and authorize Mayor Wilson to execute the contract.

DULY ADOPTED THIS 24TH DAY OF JULY, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope, Alabama enters into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a Transportation Alternatives Program [Project No. TAPAA-TA17(937)]; with partial funding by the Federal Highway Administration, which agreement is before this Council for the Sidewalks between U. S. Highway 98 and Baldwin County Road 13. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 2811-17

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

1. That the City of Fairhope, Alabama enters into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a Transportation Alternatives Project [Project No. TAPAA-TA17(937)]; with partial funding by the Federal Highway Administration, which agreement is before this Council for the Sidewalks between U. S. Highway 98 and Baldwin County Road 13;
2. That the agreement shall be executed in the name of the City of Fairhope, by its Mayor, Karin Wilson, for and on its behalf.

24 July 2017

3. That the agreement shall be attested by the City Clerk, Lisa A. Hanks, and the seal of the City of Fairhope affixed thereto.

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

Adopted and Approved this 24th day of July, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase Windscreen, Benches, and Awnings for the Recreation Department; and the items are available for purchase, as quotes were obtained. The cost will be \$14,887.82. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

RESOLUTION NO. 2812-17

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

[1] That the City of Fairhope has voted to purchase Windscreen, Benches, and Awnings for the Recreation Department; and the items are available for purchase, as quotes were obtained. The cost will be \$14,887.82.

Adopted on this 24th day of July, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

24 July 2017

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 a one (1) Altec Model DH48B Derrick Truck for the Electric Department and the equipment is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract (No. 031014-ALT); and therefore, does not have to be let out for bid. This has been nationally bid through the NJPA’s bid process. The total cost is \$235,926.00. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

RESOLUTION NO. 2813-17

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

[1] That the City of Fairhope has voted to purchase a one (1) Altec Model DH48B Derrick Truck for the Electric Department and the equipment is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract (No. 031014-ALT); and therefore, does not have to be let out for bid. This has been nationally bid through the NJPA’s bid process. The total cost is \$235,926.00.

Adopted on this 24th day of July, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase Two Chassis and Rear Loader Bodies for the Public Works Department (Sanitation) and the equipment is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract (No. 081716); and therefore, does not have to be let out for bid. This has been nationally bid through the NJPA’s bid process. The total cost is \$302,079.10. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

24 July 2017

RESOLUTION NO. 2814-17

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

[1] That the City of Fairhope has voted to purchase Two Chassis and Rear Loader Bodies for the Public Works Department (Sanitation) and the equipment is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract (No. 081716); and therefore, does not have to be let out for bid. This has been nationally bid through the NJPA’s bid process. The total cost is \$302,079.10.

Adopted on this 24th day of July, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase a Mud Mixer for Boring Machine for the Gas/Water/Electric Departments and the equipment is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract (No. 2216); and therefore, does not have to be let out for bid. This has been nationally bid through the NJPA’s bid process. The total cost is \$35,891.16. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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24 July 2017

RESOLUTION NO. 2815-17

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

[1] That the City of Fairhope has voted to purchase a Mud Mixer for Boring Machine for the Gas/Water/Electric Departments and the equipment is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract (No. 2216); and therefore, does not have to be let out for bid. This has been nationally bid through the NJPA’s bid process. The total cost is \$35,891.16.

Adopted on this 24th day of July, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase a Vacuum System for Boring Rig for the Gas/Water/Electric Departments and the equipment is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract (No. 2216); and therefore, does not have to be let out for bid. This has been nationally bid through the NJPA’s bid process. The total cost is \$35,125.56. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 2816-17

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

[1] That the City of Fairhope has voted to purchase a Vacuum System for Boring Rig for the Gas/Water/Electric Departments and the equipment is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract (No. 2216); and therefore, does not have to be let out for bid. This has been nationally bid through the NJPA’s bid process. The total cost is \$35,125.56.

Adopted on this 24th day of July, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

24 July 2017

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 Additional Play Equipment for the Recreation Department (Volanta Park) and the equipment is available for direct procurement through the U. S. Communities Buying Group Contract (No. 2017001134); and therefore, does not have to be let out for bid. This has been nationally bid through the U. S. Communities Buying Group's bid process. The total cost is \$13,840.93. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 2817-17

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

[1] That the City of Fairhope has voted to purchase Additional Play Equipment for the Recreation Department (Volanta Park) and the equipment is available for direct procurement through the U. S. Communities Buying Group Contract (No. 2017001134); and therefore, does not have to be let out for bid. This has been nationally bid through the U. S. Communities Buying Group's bid process. The total cost is \$13,840.93.

Adopted on this 24th day of July, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase One 2017 Ford F250 Crew Cab 3/4 Ton Pickup Truck for the Public Works Department (Streets) and the vehicle is available for direct procurement through the Alabama State Purchasing Contract No. MA999 16000000008; T-No. T191A and therefore does not have to be let out for bid. The total cost is \$27,427.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

24 July 2017

RESOLUTION NO. 2818-17

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

[1] That the City of Fairhope has voted to purchase One 2017 Ford F250 Crew Cab 3/4 Ton Pickup Truck for the Public Works Department (Streets) and the vehicle is available for direct procurement through the Alabama State Purchasing Contract No. MA999 16000000008; T-No. T191A and therefore does not have to be let out for bid. The total cost is \$27,427.00.

Adopted on this 24th day of July, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Karin Wilson is hereby authorized to execute Change Order No. 1 to Project No. TAPOA-TA14(919) U. S. 98 and AL 104 Multi-Use Path in the amount of \$44,383.70 and award the Change Order to Arrington Curb and Excavation, Inc.; and authorizes Mayor Wilson to execute Change Order No. 1. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 2819-17

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute Change Order No. 1 to Project No. TAPOA-TA14(919) U. S. 98 and AL 104 Multi-Use Path in the amount of \$44,383.70 and award the Change Order to Arrington Curb and Excavation, Inc.; and authorizes Mayor Wilson to execute Change Order No. 1.

Adopted on this 24th day of July, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

24 July 2017

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase Upgrade to the City's Enterprise Resource Planning Software to add Applicant Tracking System from Tyler Technologies for the Human Resources Department. The cost for the first year is \$5,805.00, and a \$495.00 recurring annual fee. The motion was seconded by Councilmember Conyers. Human Resource Coordinator Leslie Green explained the need for the upgrade and said it would expedite the application process. She said the application could be completed online which would save more time, be more professional, and would give the City a better pool of applicants. After further discussion, motion passed unanimously by voice vote.

RESOLUTION NO. 2820-17

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

[1] That the City of Fairhope has voted to purchase Upgrade to the City's Enterprise Resource Planning Software to add Applicant Tracking System from Tyler Technologies for the Human Resources Department. The cost for the first year is \$5,805.00, and a \$495.00 recurring annual fee.

Adopted on this 24th day of July, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the request of the Fairhope Airport Authority who voted to request the Public Works Department to use the City's Street Sweeper and operator to help maintain the aprons and taxiways south of the north hangar at the H. L. "Sonny" Callahan Airport on a quarterly basis. The motion was seconded by Councilmember Conyers. Council President Burrell explained the need and usage for the street sweeper. He stated the City's insurance would cover and City Attorney Wynne agreed. After further discussion, motion passed unanimously by voice vote.

24 July 2017

RESOLUTION NO. 2821-17

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City of Fairhope approves the request of the Fairhope Airport Authority who voted to request the Public Works Department to use the City's Street Sweeper and operator to help maintain the aprons and taxiways south of the north hangar at the H. L. "Sonny" Callahan Airport on a quarterly basis.

DULY ADOPTED THIS 24TH DAY OF JULY, 2017

Karin Wilson, Mayor

Attest

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone moved to grant the request of the Fairhope Police Department requesting to use barricades, tents, garden hose, hydrant splitter for water slides, fold out chairs, extension cords and a generator, and trash cans and liners for the Back to School Event at the Fairhope United Methodist Church on Saturday, August 5, 2017, from 10 a.m. to 2:00p.m. (See approximate number for each on the Request). The motion was seconded by Councilmember Conyers. City Attorney Wynne stated there was no benefit to the Council who attends Fairhope United Methodist Church from this event, so they can vote on this item. After further discussion, motion passed unanimously by voice vote.

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Karin Wilson is hereby authorized to execute a Reciprocal Agreement between The City of Fairhope and the Baldwin County Commission for exchanging information relating to tax returns and/or tax information. This agreement will be for a period of three (3) years and automatically renew annually thereafter. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

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24 July 2017

RESOLUTION NO. 2822-17

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

Adopted on this 24th day of July, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Karin Wilson is hereby authorized to execute Extension No. 1 of the Contract with Sunbelt Fire, Inc. for the Police Department Investigations and Corrections Uniforms (Bid Number 028-16) for an additional one year as per the terms and conditions, including pricing, of the original contract; and to be ordered as needed with available budgeted funds. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 2823-17

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute Extension No. 1 of the Contract with Sunbelt Fire, Inc. for the Police Department Investigations and Corrections Uniforms (Bid Number 028-16) for an additional one year as per the terms and conditions, including pricing, of the original contract; and to be ordered as needed with available budgeted funds.

Adopted on this 24th day of July, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

24 July 2017

The following individuals addressed the City Council during Public Participation for Non-Agenda Items:

- 1) Wendy Solomon, 123 Sandy Ford Road, addressed the City Council and thanked them for the geese ordinance. She stated concern for knowing alligators were seen in the Duck Pond. She also questioned the rotation for the street sweeper.

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

There being no further business to come before the City Council, the meeting was duly adjourned at 7:16 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

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

The City Council met in a Work Session at 4:00 p.m.,
Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
on Monday, 24 July 2017.

Present were Council President Jack Burrell, Councilmembers: Jay Robinson, Jimmy Conyers, Robert Brown, and Kevin Boone, City Attorney Marion E. Wynne, and City Clerk Lisa A. Hanks. Mayor Karin Wilson was absent.

Council President Burrell called the meeting to order at 4:00 p.m.

The following topics were discussed:

- The first item on the agenda was the Insurance Broker Discussion. Bo Hartsfield and Maggie Mange with Cobbs Allen addressed the City Council and explained their role as consultants on medical plans and what they would provide for the City of Fairhope.
- Jim Rowland with Regions Insurance addressed the City Council and explained Regions role as consultants on medical plans and what they would provide for the City too. Both briefly went over benefits guide, design plan and plan options, and services each provides.

Council President Burrell stated he has a strong opinion to not change drastically the existing plan which will remain with Blue Cross Blue Shield. Councilmember Conyers commented he would like to grandfather existing employees.

- Council President Burrell brought up the Police Jurisdiction (“PJ”) and that Baldwin County Commission needs to know for budgeting purposes whether or not the City will pull back its PJ. Mayor Wilson gave the amount the City collects and what it cost for the City to provide services. She said this is a big decision and should get citizen input.

Council President Burrell stated he has concerns with pulling back our PJ; and questioned if the Utilities could continue charging higher rates. Councilmember Brown questioned if this would affect the Planning Jurisdiction which extends five miles from City limits. Mayor Wilson stated the expense and time out ways the income.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:58 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)(

The City Council met in an Agenda Meeting at 5:30 p.m.,
Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
on Monday, 24 July 2017.

Present were Council President Jack Burrell, Councilmembers: Jay Robinson,
Jimmy Conyers, Robert Brown, and Kevin Boone, Mayor Karin Wilson, City Attorney
Marion E. Wynne, and City Clerk Lisa A. Hanks.

Due to the Work Session Agenda Items needing more time for an extensive
discussion, the Agenda Meeting was not held.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NO. 1586,
 CODE OF ORDINANCES TO ALTER THE SCHEDULE OF FEES
 FOR CONSTRUCTION AND BUILDING PERMITS.

WHEREAS, The City of Fairhope desires to ensure proper construction standards are utilized to provide for adequate health, public safety, and welfare of our citizens; and,

WHEREAS, The City of Fairhope desires to be competitive in the user fees charged so as to adequately cover the expenses incurred by the City in enforcing established construction standards;

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

1. THAT, the following schedule of user charges are hereby adopted:

New Construction Permit Fees		
Fees	residential	commercial
Building Permit Fee	\$5.00 per \$1000.00 of project value (min \$25.00)	\$6.00 per \$1000.00 of project value (min \$100.00) (\$1.00 per \$1000.00 of value additional fee for non-residential construction in compliance with Alabama Act 2015-308)
Electrical Permit Fee	\$75.00	\$1.00 per \$1000 of value (min \$100.00)
Temporary Elect. Fee	\$25.00	\$25.00
Plumbing Permit Fee	\$75.00	\$1.00 per \$1000 of value (min \$100.00)
Mechanical Permit Fee	\$75.00	\$1.00 per \$1000 of value (min \$100.00)
Security/Structured Wire	\$25.00	\$.50 per \$1000 of value (min \$25.00)
New Construction Permit Fees		
Fees	residential	commercial
Sewer Tap Inspection Fee	\$25.00	\$50.00
Gas Permit Fee	\$40.00	\$75.00
Plan Review Fee	\$50.00 (For informal reviews with no contractor of record listed, a review fee of \$200.00 will be charged)	\$2.50 per \$1000.00 (For informal reviews with no contract, fee will be charged at calculated rate with construction costs determined by ICC Building Code Valuation Tables) (For projects sent for 3rd party review, the review fee shall be either the cost of the review or the standard charge of \$2.50/\$1000, whichever is greater)
Fence Permit Fee	\$5.00 per \$1000.00 of value (min \$25.00)	\$5.00 per \$1000.00 of value (min \$25.00)
Sign Permit Fee	N/A	\$5.00 per \$1000.00 of value (min \$25.00)
Demolition Permit Fee	\$25.00	\$25.00
Reinspection Fees	\$100.00 for the first reinspection, \$200.00 for the second reinspection, \$300.00 for the third reinspection. All fees must be paid in person at the Building Department.	
Swimming Pool Fees	\$50.00	\$100.00
Name of electrical contractor and electrical permit required for issuance of Swimming Pool Permit		

Fine for continuing work without approved inspections	\$500.00 per occurrence. Fine shall be paid in person at the Building Department and contractor/owner must correct all noted deficiencies	
Roofing Permit Fee	\$5.00 per \$1000.00 of value (min \$25.00)	\$5.00 per \$1000.00 of value (min \$25.00)
Remodeling Permit Fees		
	Project value \$0.00 - \$5,000.00	Project Value \$5,001.00 - \$20,000.00
Fees		
Building Permit Fee	\$25.00	\$6.00 per \$1000.00 of value (\$1.00 per \$1000.00 of value additional fee for non-residential construction in compliance with Alabama Act 2015-308)
Electrical Permit Fee	\$25.00	\$35.00
Temporary Elect. Fee	\$25.00	\$25.00
Plumbing Permit Fee	\$25.00	\$35.00
Mechanical Permit Fee	\$25.00	\$35.00
Sewer Tap Inspection Fee	\$25.00	\$25.00
Gas Permit Fee	\$25.00	\$25.00
Fees	\$20,001.00 - \$50,000.00	\$50,001.00 - above
	\$5.00 per \$1000.00	\$6.00 per \$1000.00 (\$1.00 per \$1000.00 of value additional fee for non-residential construction in compliance with Alabama Act 2015-308)
Building Permit Fee		
Electrical Permit Fee	\$50.00	new construction rates
Temporary Elect. Fee	\$25.00	new construction rates
Plumbing Permit Fee	\$50.00	new construction rates
Mechanical Permit Fee	\$50.00	new construction rates
Sewer Tap Inspection Fee	\$25.00	new construction rates
Gas Permit Fee	\$35.00	new construction rates
Building Moving Permit Fees		
Building Moving Permit	\$50.00	
Required Police Escort	\$300.00 (minimum)	
Required Utility Department Work	\$120.00 per hour (minimum of 3 hours)	
Regulations governing the moving of existing buildings are outlined in City Ordinance 1035		
Where work for which a permit is required by this Code is started or proceeded with prior to obtaining said permit, the fees herein specified shall be doubled, but the payment of such double fees shall not relieve any persons from fully complying with the requirements of this Code in the execution of the work nor from any other penalties prescribed herein.		

2. **SEVERABILITY CLAUSE**, If any subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.
3. **EFFECTIVE DATE**, This ordinance shall be in full force and effect October 1, 2016 and upon its adoption and publication as provided by law.

ADOPTED THIS 14TH DAY of AUGUST, 2017

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

• **Sec. 7-7. - Schedule of permit fees.**

New Construction Permit Fees

Fees	Residential	Commercial
Building Permit Fee	\$5.00 per \$1,000.00 of project value (min. \$25.00)	\$6.00 per \$1,000.00 of project value (min. \$100.00) (\$1.00 per \$1,000 of value additional fee for non-residential construction in compliance with Alabama Act 2015-308)
Electrical Permit Fee	\$75.00	\$1.00 per \$1,000.00 of value (min. \$100.00)
Temporary Elect. Fee	\$25.00	\$25.00
Plumbing Permit Fee	\$75.00	\$1.00 per \$1,000.00 of value (min. \$100.00)
Mechanical Permit Fee	\$75.00	\$1.00 per \$1,000.00 of value (min. \$100.00)
Security/Structured Wire	\$25.00	\$0.50 per \$1,000.00 of value (min. \$25.00)

New Construction Permit Fees

Fees	Residential	Commercial
Sewer Tap Inspection Fee	\$25.00	\$50.00
Gas Permit Fee	\$40.00	\$75.00
Plan Review Fee	\$50.00 (For informal reviews with no contractor of record listed, a review fee of \$200.00 will be charged.)	\$2.50 per \$1,000.00 (For informal reviews with no contract, fee will be charged at calculated rate with construction costs determined by ICC Building Code Valuation Tables) (For projects sent for 3 rd party review, the review fee shall be either the cost of the review or the standard charge of \$2.50/\$1000, whichever is greater.)
Fence Permit Fee	\$5.00 per \$1,000.00 of value (min. \$25.00)	\$5.00 per \$1,000.00 of value (min. \$25.00)
Sign Permit Fee	N/A	\$5.00 per \$1,000.00 of value (min. \$25.00)
Demolition Permit Fee	\$25.00	\$25.00
Reinspection Fees	\$50.00-\$100.00 for the first reinspection, \$75.00 \$200.00 for the second reinspection, \$100.00-\$300.00 for the third reinspection. All fees must be paid in person at the	

Fees	Residential	Commercial
	Building Department.	
Swimming Pool Fees	\$50.00	\$100.00
Name of electrical contractor and electrical permit required for issuance of Swimming Pool Permit		
Roofing Permit Fee	\$5.00 per \$1,000.00 of value (min. \$25.00)	\$5.00 per \$1,000.00 of value (min. \$25.00)

Remodeling Permit Fees

Fees	Project Value	Project Value
	\$0.00— \$5,000.00	\$5,001.00—\$20,000.00
Building Permit Fee	\$25.00	\$6.00 per \$1,000.00 of value (\$1.00 per \$1,000.00 of value additional fee for non-residential construction in compliance with Alabama Act 2015-308)
Electrical Permit Fee	\$25.00	\$35.00
Temporary Elect. Fee	\$25.00	\$25.00
Plumbing Permit Fee	\$25.00	\$35.00
Mechanical Permit Fee	\$25.00	\$35.00
Sewer Tap Inspection Fee	\$25.00	\$25.00
Gas Permit Fee	\$25.00	\$25.00

Fees	\$20,001.00— \$50,000.00	\$50,001.00—above
Building Permit Fee	\$5.00 per \$1,000.00 of value	\$6.00 per \$1,000.00 of value (\$1.00 per \$1,000.00 of value additional fee for non-residential construction in compliance with Alabama Act 2015-308)
Electrical Permit Fee	\$50.00	new construction rates
Temporary Elect. Fee	\$25.00	new construction rates
Plumbing Permit Fee	\$50.00	new construction rates
Mechanical Permit Fee	\$50.00	new construction rates
Sewer Tap Inspection Fee	\$25.00	new construction rates
Gas Permit Fee	\$35.00	new construction rates

Building Moving Permit Fees

Building Moving Permit	\$50.00
Required Police Escort	\$300.00 (minimum)
Required Utility Dept. Work	\$120.00/hour (minimum of 3 hours)
Regulations governing the moving of existing buildings are outlined in City Ordinance No. 1035.	

Where work for which a permit is required by this Code is started or proceeded with prior to obtaining said permit, the fees herein specified shall be doubled, but the payment of such double fees shall not relieve any persons from fully complying with the requirements of this Code in the execution of the work nor from any other penalties prescribed herein.

(Ord. No. 674, § 1, 5-25-81; Ord. No. 961, §§ 1—3, 7-11-94; Ord. No. 1113, §§ 1, 2, 3-16-01; Ord. No. 1268, § 1, 10-10-05; Ord. No. 1586, § 1, 9-22-16)

Cross reference— Payment of business license prerequisite to issuance of permit, [§ 8-1](#) (*Contractor (c)*).

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NO. 1586,
CODE OF ORDINANCES TO ALTER THE SCHEDULE OF FEES
FOR CONSTRUCTION AND BUILDING PERMITS.

WHEREAS, The City of Fairhope desires to ensure proper construction standards are utilized to provide for adequate health, public safety, and welfare of our citizens; and,

WHEREAS, The City of Fairhope desires to be competitive in the user fees charged so as to adequately cover the expenses incurred by the City in enforcing established construction standards;

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

1. THAT, the following schedule of user charges are hereby adopted:

New Construction Permit Fees		
Fees	residential	commercial
Building Permit Fee	\$5.00 per \$1000.00 of project value (min \$25.00)	\$6.00 per \$1000.00 of project value (min \$100.00) (\$1.00 per \$1000.00 of value additional fee for non-residential construction in compliance with Alabama Act 2015-308)
Electrical Permit Fee	\$75.00	\$1.00 per \$1000 of value (min \$100.00)
Temporary Elect. Fee	\$25.00	\$25.00
Plumbing Permit Fee	\$75.00	\$1.00 per \$1000 of value (min \$100.00)
Mechanical Permit Fee	\$75.00	\$1.00 per \$1000 of value (min \$100.00)
Security/Structured Wire	\$25.00	\$.50 per \$1000 of value (min \$25.00)
New Construction Permit Fees		
Fees	residential	commercial
Sewer Tap Inspection Fee	\$25.00	\$50.00
Gas Permit Fee	\$40.00	\$75.00
Plan Review Fee	\$50.00 (For informal reviews with no contractor of record listed, a review fee of \$200.00 will be charged)	\$2.50 per \$1000.00 (For informal reviews with no contract, fee will be charged at calculated rate with construction costs determined by ICC Building Code Valuation Tables) (For projects sent for 3rd party review, the review fee shall be either the cost of the review or the standard charge of \$2.50/\$1000, whichever is greater)
Fence Permit Fee	\$5.00 per \$1000.00 of value (min \$25.00)	\$5.00 per \$1000.00 of value (min \$25.00)
Sign Permit Fee	N/A	\$5.00 per \$1000.00 of value (min \$25.00)
Demolition Permit Fee	\$25.00	\$25.00
Reinspection Fees	\$100.00 for the first reinspection, \$200.00 for the second reinspection, \$300.00 for the third reinspection. All fees must be paid in person at the Building Department.	
Swimming Pool Fees	\$50.00	\$100.00
Name of electrical contractor and electrical permit required for issuance of Swimming Pool Permit		

Fine for continuing work without approved inspections \$500.00 per occurrence. Fine shall be paid in person at the Building Dept and contractor/owner must correct all noted deficiencies.

RESOLUTION NO. _____

WHEREAS, the City Council adopted Resolution No. 2634-16 on December 12, 2016 which authorized the execution of the Agreement concerning Tolling of the Statute of Limitations between the Utilities Board of the City of Daphne and the City of Fairhope regarding jointly owned gas lines; and

WHEREAS, Fairhope and Daphne Utilities executed a first extension for an additional ninety (90) days effective January 15, 2017; and

WHEREAS, Fairhope and Daphne Utilities executed a second extension for an additional ninety-two (92) days effective April 14, 2017; and

WHEREAS, Fairhope and Daphne Utilities desire to extend the Tolling Agreement an additional ninety-one (91) days.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute a Third Extension of Agreement concerning Tolling of the Statute of Limitations between the Utilities Board of the City of Daphne and the City of Fairhope regarding jointly owned gas lines.

Adopted on this 14th day of August, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

**THIRD EXTENSION OF AGREEMENT
CONCERNING TOLLING OF THE STATUTE OF LIMITATIONS**

This Third Extension of Agreement Concerning Tolling of the Statute of Limitations (“Third Extension”) is effective this 27th day of July, 2017 by and between the City of Fairhope (“Fairhope”) and the Utilities Board of the City of Daphne (“Daphne Utilities”).

WHEREAS, effective November 1, 2016, Fairhope and Daphne Utilities executed a Tolling of the Statute of Limitations (“Tolling Agreement”);

WHEREAS, effective January 15, 2017, Fairhope and Daphne Utilities executed an Extension of Agreement Concerning Tolling of the Statute of Limitations (“Extension”)

WHEREAS, effective April 14, 2017, Fairhope and Daphne Utilities executed a Second Extension of Agreement Concerning Tolling of the Statute of Limitations (“Second Extension”);

WHEREAS, the Tolling Agreement, Extension and Second Extension are set to expire by their terms; and

WHEREAS, Fairhope and Daphne Utilities desire to extend the Tolling Agreement an additional ninety-one (91) days, as set forth herein.

1. **No Other Changes; Resolution of Conflicts.** Except as explicitly set forth herein, the parties make no changes, modifications or alterations to the Tolling Agreement. Any conflict between the Tolling Agreement, the Extension, the Second Extension and this Third Extension shall be resolved by this Third Extension and the intent of the parties to extend the Tolling Agreement by an additional ninety-one (91) days above and beyond the ninety (90) day extension in the Extension and beyond the ninety-two (92) day extension in the Second Extension.

2. **Second Extension.** Pursuant to paragraph 2 of the Tolling Agreement, the Tolling Period described in paragraph 1 of the Tolling Agreement shall be extended by a total of an additional two hundred seventy-three (273) days (this is inclusive of the ninety (90) days already extended by the Extension, the ninety-two (92) days already extended by the Second Extension and the ninety-one (91) days extended by this Third Extension), by mutual agreement of the parties. Pursuant to paragraph 3 of the Tolling Agreement, Daphne Utilities shall continue to have an additional fourteen (14) days to file its lawsuit. Therefore, notwithstanding anything to the contrary, the parties agree that the Tolling Period, with this extension and with Daphne Utilities’ fourteen (14) additional days to file its lawsuit, shall expire at 11:59 p.m. on Monday, November 13, 2017.

The Utilities Board of the City of Daphne

The City of Fairhope

By: Danny Lyndall
Its: General Manager

By: Karin Wilson
Its: Mayor

**SECOND EXTENSION OF AGREEMENT
CONCERNING TOLLING OF THE STATUTE OF LIMITATIONS**

This Second Extension of Agreement Concerning Tolling of the Statute of Limitations ("Second Extension") is effective this 14th day of April, 2017 by and between the City of Fairhope ("Fairhope") and the Utilities Board of the City of Daphne ("Daphne Utilities").

WHEREAS, effective November 1, 2016, Fairhope and Daphne Utilities executed a Tolling of the Statute of Limitations ("Tolling Agreement");

WHEREAS, effective January 15, 2017, Fairhope and Daphne Utilities executed an Extension of Agreement Concerning Tolling of the Statute of Limitations ("Extension")

WHEREAS, the Tolling Agreement and Extension are set to expire by their terms; and

WHEREAS, Fairhope and Daphne Utilities desire to extend the Tolling Agreement an additional ninety-two (92) days, as set forth herein.

1. **No Other Changes; Resolution of Conflicts.** Except as explicitly set forth herein, the parties make no changes, modifications or alterations to the Tolling Agreement. Any conflict between the Tolling Agreement, the Extension and this Second Extension shall be resolved by this Second Extension and the intent of the parties to extend the Tolling Agreement by an additional ninety-two (92) days above and beyond the ninety (90) day extension in the Extension.

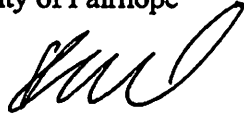
2. **Second Extension.** Pursuant to paragraph 2 of the Tolling Agreement, the Tolling Period described in paragraph 1 of the Tolling Agreement shall be extended by a total of an additional one hundred and eighty (182) days (inclusive of the ninety (90) days already extended by the Extension), by mutual agreement of the parties. Pursuant to paragraph 3 of the Tolling Agreement, Daphne Utilities shall continue to have an additional fourteen (14) days to file its lawsuit. Therefore, notwithstanding anything to the contrary, the parties agree that the Tolling Period, with this extension and with Daphne Utilities' fourteen (14) additional days, shall expire at 11:59 p.m. on August 14, 2017.

The Utilities Board of the City of Daphne



By: Danny Lyndall
Its: General Manager

The City of Fairhope



By: Karin Wilson
Its: Mayor

RESOLUTION NO. _____

WHEREAS, the Owners of Fox Hollow, Phase One 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 2603-A and 2603-B, 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 Fox Hollow, Phase One, 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 Fox Hollow, Phase One are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Karin Wilson to execute the Maintenance and Guaranty Agreements between the City of Fairhope, Montrose Properties, Inc., and Hill Brothers (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, whether or not such may be located within dedicated easements in any of these developments.

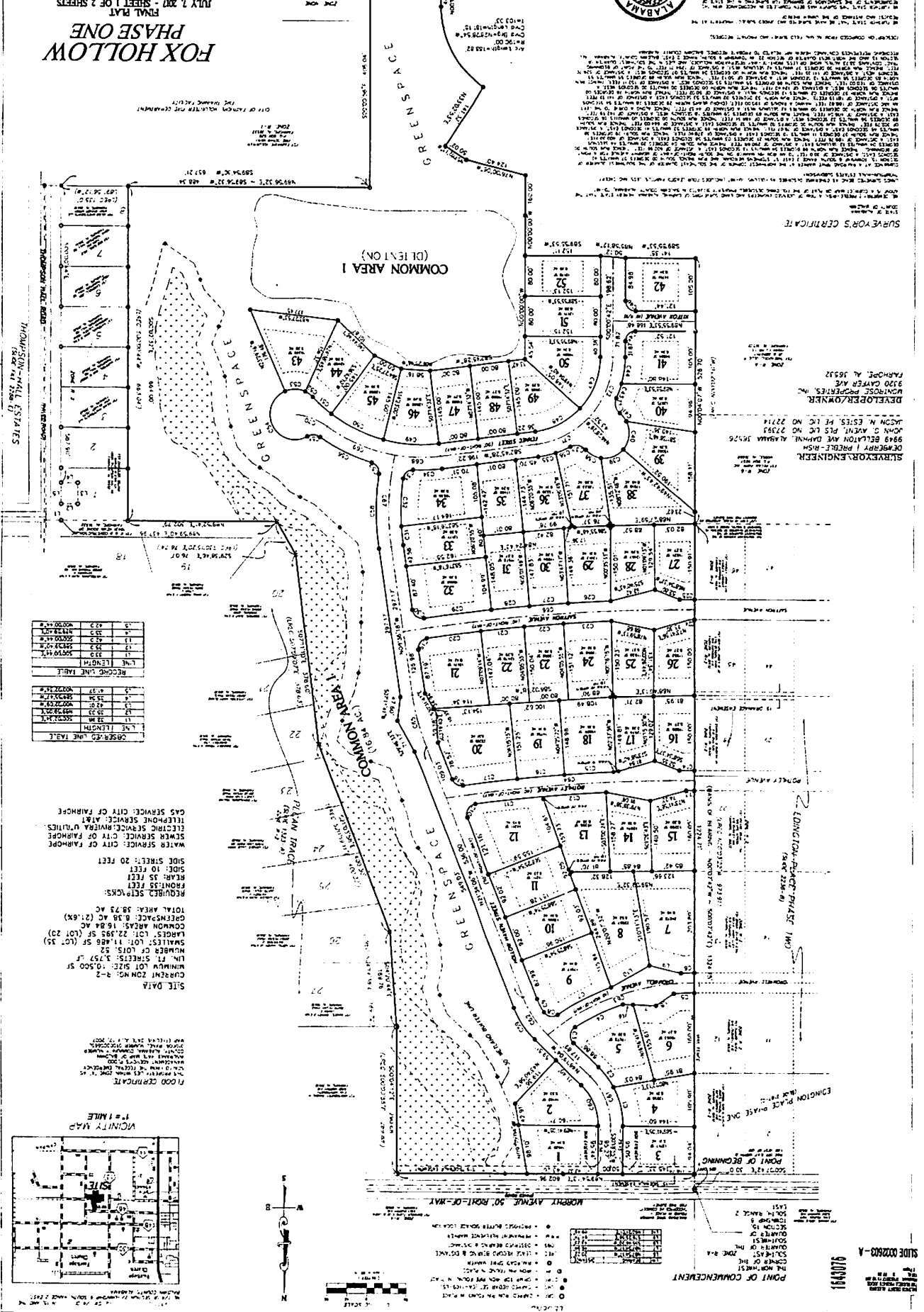
Adopted this 14th day of August, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

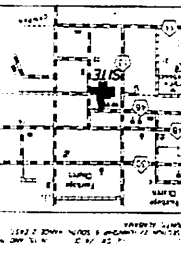
SHEET 1 OF 2
 227000001
 227000001
 SCALE 1"=50'
 DATE 11-11-11
 PROJECT JDA
 DESIGNER JDA
 CHECKER JDA
 APPROVER JDA
 DATE 11-11-11
Devoe PREPARE-RSM
 BOUNDARY SURVEY AND PLAT OF SUBDIVISION
 JULY 7, 2011 - SHEET 1 OF 2 SHEETS
FINAL PLAT
FOX HOLLOW
 PHASE ONE



RECORDED LINE TABLE

LINE NO.	START POINT	END POINT	LENGTH
1	1000.00	1000.00	0.00
2	1000.00	1000.00	0.00
3	1000.00	1000.00	0.00
4	1000.00	1000.00	0.00
5	1000.00	1000.00	0.00
6	1000.00	1000.00	0.00
7	1000.00	1000.00	0.00
8	1000.00	1000.00	0.00
9	1000.00	1000.00	0.00
10	1000.00	1000.00	0.00
11	1000.00	1000.00	0.00
12	1000.00	1000.00	0.00
13	1000.00	1000.00	0.00
14	1000.00	1000.00	0.00
15	1000.00	1000.00	0.00
16	1000.00	1000.00	0.00
17	1000.00	1000.00	0.00
18	1000.00	1000.00	0.00
19	1000.00	1000.00	0.00
20	1000.00	1000.00	0.00
21	1000.00	1000.00	0.00
22	1000.00	1000.00	0.00
23	1000.00	1000.00	0.00
24	1000.00	1000.00	0.00
25	1000.00	1000.00	0.00
26	1000.00	1000.00	0.00
27	1000.00	1000.00	0.00
28	1000.00	1000.00	0.00
29	1000.00	1000.00	0.00
30	1000.00	1000.00	0.00
31	1000.00	1000.00	0.00
32	1000.00	1000.00	0.00
33	1000.00	1000.00	0.00
34	1000.00	1000.00	0.00
35	1000.00	1000.00	0.00
36	1000.00	1000.00	0.00
37	1000.00	1000.00	0.00
38	1000.00	1000.00	0.00
39	1000.00	1000.00	0.00
40	1000.00	1000.00	0.00
41	1000.00	1000.00	0.00
42	1000.00	1000.00	0.00
43	1000.00	1000.00	0.00
44	1000.00	1000.00	0.00
45	1000.00	1000.00	0.00
46	1000.00	1000.00	0.00
47	1000.00	1000.00	0.00
48	1000.00	1000.00	0.00
49	1000.00	1000.00	0.00
50	1000.00	1000.00	0.00
51	1000.00	1000.00	0.00
52	1000.00	1000.00	0.00

OBSERVED LINE TABLE
 LINE NO. | START POINT | END POINT | LENGTH
 1 | 1000.00 | 1000.00 | 0.00
 2 | 1000.00 | 1000.00 | 0.00
 3 | 1000.00 | 1000.00 | 0.00
 4 | 1000.00 | 1000.00 | 0.00
 5 | 1000.00 | 1000.00 | 0.00
 6 | 1000.00 | 1000.00 | 0.00
 7 | 1000.00 | 1000.00 | 0.00
 8 | 1000.00 | 1000.00 | 0.00
 9 | 1000.00 | 1000.00 | 0.00
 10 | 1000.00 | 1000.00 | 0.00
 11 | 1000.00 | 1000.00 | 0.00
 12 | 1000.00 | 1000.00 | 0.00
 13 | 1000.00 | 1000.00 | 0.00
 14 | 1000.00 | 1000.00 | 0.00
 15 | 1000.00 | 1000.00 | 0.00
 16 | 1000.00 | 1000.00 | 0.00
 17 | 1000.00 | 1000.00 | 0.00
 18 | 1000.00 | 1000.00 | 0.00
 19 | 1000.00 | 1000.00 | 0.00
 20 | 1000.00 | 1000.00 | 0.00
 21 | 1000.00 | 1000.00 | 0.00
 22 | 1000.00 | 1000.00 | 0.00
 23 | 1000.00 | 1000.00 | 0.00
 24 | 1000.00 | 1000.00 | 0.00
 25 | 1000.00 | 1000.00 | 0.00
 26 | 1000.00 | 1000.00 | 0.00
 27 | 1000.00 | 1000.00 | 0.00
 28 | 1000.00 | 1000.00 | 0.00
 29 | 1000.00 | 1000.00 | 0.00
 30 | 1000.00 | 1000.00 | 0.00
 31 | 1000.00 | 1000.00 | 0.00
 32 | 1000.00 | 1000.00 | 0.00
 33 | 1000.00 | 1000.00 | 0.00
 34 | 1000.00 | 1000.00 | 0.00
 35 | 1000.00 | 1000.00 | 0.00
 36 | 1000.00 | 1000.00 | 0.00
 37 | 1000.00 | 1000.00 | 0.00
 38 | 1000.00 | 1000.00 | 0.00
 39 | 1000.00 | 1000.00 | 0.00
 40 | 1000.00 | 1000.00 | 0.00
 41 | 1000.00 | 1000.00 | 0.00
 42 | 1000.00 | 1000.00 | 0.00
 43 | 1000.00 | 1000.00 | 0.00
 44 | 1000.00 | 1000.00 | 0.00
 45 | 1000.00 | 1000.00 | 0.00
 46 | 1000.00 | 1000.00 | 0.00
 47 | 1000.00 | 1000.00 | 0.00
 48 | 1000.00 | 1000.00 | 0.00
 49 | 1000.00 | 1000.00 | 0.00
 50 | 1000.00 | 1000.00 | 0.00
 51 | 1000.00 | 1000.00 | 0.00
 52 | 1000.00 | 1000.00 | 0.00



SURVEYOR'S CERTIFICATE
 I, JOHN G. MENDENHALL, a duly licensed Professional Engineer in the State of Alabama, License No. 27375, do hereby certify that I have personally supervised and participated in the execution of the survey and the preparation of the plat hereon shown, and that the same are true and correct copies of the original survey and the original plat.

DEVELOPER/OWNER
 9320 CAMDEN AVE
 FARMHOP, AL 36522
 JASON N. ESTES, PE LIC NO 22714
 9948 BELLAIR AVE DUNNELL
 JOHN G. MENDENHALL, ALABAMA PE 27375

SURVEYOR'S CERTIFICATE
 I, JOHN G. MENDENHALL, a duly licensed Professional Engineer in the State of Alabama, License No. 27375, do hereby certify that I have personally supervised and participated in the execution of the survey and the preparation of the plat hereon shown, and that the same are true and correct copies of the original survey and the original plat.

POINT OF COMMENT
 1. THE SURVEYOR HAS REVIEWED THE PLAT AND HAS FOUND IT TO BE ACCURATE AND CORRECT.

2. LONGHORN POWER PHASE I
 (SEE SHEET 01)
 THE SURVEYOR HAS REVIEWED THE PLAT AND HAS FOUND IT TO BE ACCURATE AND CORRECT.

3. THE SURVEYOR HAS REVIEWED THE PLAT AND HAS FOUND IT TO BE ACCURATE AND CORRECT.

4. THE SURVEYOR HAS REVIEWED THE PLAT AND HAS FOUND IT TO BE ACCURATE AND CORRECT.

LOT	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA
01	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
02	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
03	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
04	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
05	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
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07	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
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09	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
10	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
11	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
12	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
13	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
14	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
15	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
16	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
17	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
18	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
19	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
20	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
21	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
22	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
23	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
24	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
26	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
27	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
28	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
29	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
30	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
31	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
32	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
33	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
34	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
35	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
36	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
37	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
38	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
39	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
40	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
41	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
42	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
43	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
44	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
45	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
46	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
47	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
48	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
49	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
50	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
51	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
52	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
53	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
54	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
55	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
56	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
57	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
58	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
59	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
60	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
61	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25
62	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25	148.25

DEDICATION
 I, the undersigned owner of **Montrose Properties Inc, Lessee**
 COMPLETELY AS SHOWN ON THESE PLATS AND THE RECORDS THEREON, DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE ABOVE DESCRIBED LOTS AND ARE HEREBY TO BE BOUND BY THE TERMS OF THE DEDICATION.
 WITNESSED MY HAND AND SEAL OF MY OFFICE ON THIS 7th day of July, 2017.

W.C. Cluff, Pitman, President
 Jennifer Evans, Secretary
 [Signatures]

ACKNOWLEDGMENT OF DEDICATION
 State of Alabama
 County of Baldwin
 I, **LeAnn M. Arnold**, Notary Public in and for the County of Baldwin, Alabama, do hereby certify that the foregoing instrument was duly executed before me on this 7th day of July, 2017, by the persons whose names are subscribed to the same, and that they are the persons named in the instrument, and that they are competent to execute the same, and that they executed the same for the purposes and consideration therein expressed.
 My commission expires on **July 17, 2017**.



CERTIFICATE OF APPROVAL BY RIVERA UTILITIES (ELECTRIC)
 THE UNDERSIGNED AS AUTHORIZED BY RIVERA UTILITIES (ELECTRIC) HAS REVIEWED THE ABOVE PLAT AND THE RECORDS THEREON AND HAS DETERMINED THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE CITY OF FAIRHOPE, ALABAMA, AND HAS APPROVED THE SAME.
 WITNESSED MY HAND AND SEAL OF MY OFFICE ON THIS 7th day of July, 2017.

CERTIFICATE OF APPROVAL BY TELEPHONE (GAS)
 THE UNDERSIGNED AS AUTHORIZED BY TELEPHONE (GAS) HAS REVIEWED THE ABOVE PLAT AND THE RECORDS THEREON AND HAS DETERMINED THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE CITY OF FAIRHOPE, ALABAMA, AND HAS APPROVED THE SAME.
 WITNESSED MY HAND AND SEAL OF MY OFFICE ON THIS 7th day of July, 2017.

CERTIFICATE OF APPROVAL BY CITY OF FAIRHOPE UTILITIES (WATER & SEWER)
 THE UNDERSIGNED AS AUTHORIZED BY THE CITY OF FAIRHOPE UTILITIES (WATER & SEWER) HAS REVIEWED THE ABOVE PLAT AND THE RECORDS THEREON AND HAS DETERMINED THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE CITY OF FAIRHOPE, ALABAMA, AND HAS APPROVED THE SAME.
 WITNESSED MY HAND AND SEAL OF MY OFFICE ON THIS 7th day of July, 2017.

CERTIFICATE OF APPROVAL BY CITY OF FAIRHOPE UTILITIES (GAS)
 THE UNDERSIGNED AS AUTHORIZED BY THE CITY OF FAIRHOPE UTILITIES (GAS) HAS REVIEWED THE ABOVE PLAT AND THE RECORDS THEREON AND HAS DETERMINED THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE CITY OF FAIRHOPE, ALABAMA, AND HAS APPROVED THE SAME.
 WITNESSED MY HAND AND SEAL OF MY OFFICE ON THIS 7th day of July, 2017.

CERTIFICATE OF OWNERSHIP
 I, the undersigned owner of the above described lots, do hereby certify that I am the owner of the same and that I have no other interest therein.
 WITNESSED MY HAND AND SEAL OF MY OFFICE ON THIS 7th day of July, 2017.

CERTIFICATE OF NOTARY PUBLIC
 State of Alabama
 County of Baldwin
 I, **Jennifer Evans**, Notary Public in and for the County of Baldwin, Alabama, do hereby certify that the foregoing instrument was duly executed before me on this 7th day of July, 2017, by the persons whose names are subscribed to the same, and that they are the persons named in the instrument, and that they are competent to execute the same, and that they executed the same for the purposes and consideration therein expressed.
 My commission expires on **July 17, 2017**.

MORTGAGEE'S ACCEPTANCE
 I, **H. Davis**, as Senior Vice President of **First Citizens Bank**, do hereby accept the assignment of the mortgage on the above described property, and I hereby certify that the same is in full compliance with the terms of the mortgage.
 WITNESSED MY HAND AND SEAL OF MY OFFICE ON THIS 7th day of July, 2017.

CERTIFICATE OF NOTARY PUBLIC
 I, **William H. ...**, Notary Public in and for the County of Baldwin, Alabama, do hereby certify that the foregoing instrument was duly executed before me on this 7th day of July, 2017, by the persons whose names are subscribed to the same, and that they are the persons named in the instrument, and that they are competent to execute the same, and that they executed the same for the purposes and consideration therein expressed.
 My commission expires on **July 17, 2017**.

CERTIFICATE OF APPROVAL BY THE FAIRHOPE PLANNING COMMISSION
 THE FAIRHOPE PLANNING COMMISSION HAS REVIEWED THE ABOVE PLAT AND THE RECORDS THEREON AND HAS APPROVED THE SAME.
 WITNESSED MY HAND AND SEAL OF MY OFFICE ON THIS 7th day of July, 2017.

GENERAL NOTES
 1. FOR THE LOCATION OF ALL UTILITIES SEE CONSTRUCTION PLANS.
 2. THE LOCATION OF ALL UTILITIES IS NOT RESPONSIBLE TO THE CITY OF FAIRHOPE.
 3. THE CITY OF FAIRHOPE WILL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES.
 4. THE CITY OF FAIRHOPE WILL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES.
 5. THE CITY OF FAIRHOPE WILL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES.
 6. THE CITY OF FAIRHOPE WILL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES.
 7. THE CITY OF FAIRHOPE WILL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES.
 8. THE CITY OF FAIRHOPE WILL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES.
 9. THE CITY OF FAIRHOPE WILL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES.
 10. THE CITY OF FAIRHOPE WILL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES.

SURVEYOR'S NOTES
 1. THE SURVEY WAS CONDUCTED BY **Dewberry | PREBLE-RISH** ON **July 7, 2017**.
 2. THE SURVEY WAS CONDUCTED BY **Dewberry | PREBLE-RISH** ON **July 7, 2017**.
 3. THE SURVEY WAS CONDUCTED BY **Dewberry | PREBLE-RISH** ON **July 7, 2017**.
 4. THE SURVEY WAS CONDUCTED BY **Dewberry | PREBLE-RISH** ON **July 7, 2017**.
 5. THE SURVEY WAS CONDUCTED BY **Dewberry | PREBLE-RISH** ON **July 7, 2017**.
 6. THE SURVEY WAS CONDUCTED BY **Dewberry | PREBLE-RISH** ON **July 7, 2017**.
 7. THE SURVEY WAS CONDUCTED BY **Dewberry | PREBLE-RISH** ON **July 7, 2017**.
 8. THE SURVEY WAS CONDUCTED BY **Dewberry | PREBLE-RISH** ON **July 7, 2017**.
 9. THE SURVEY WAS CONDUCTED BY **Dewberry | PREBLE-RISH** ON **July 7, 2017**.
 10. THE SURVEY WAS CONDUCTED BY **Dewberry | PREBLE-RISH** ON **July 7, 2017**.

FOX HOLLOW SUBDIVISION

FINAL PLAT
 JULY 7, 2017 - SHEET 2 OF 2 SHEETS
 BOUNDARY SURVEY AND PLAT OF SUBDIVISION

DESIGN	J.G.A.	DRAWN	A.E.F.	CHECKED	D.E.D.
ENG	J.M.E.	SURVEYOR	J.G.A.	PROJECT MGR	J.G.A.

SCALE 1"=80'
 PROJ NO 0257001
 FILE 02570001/FINAL
 SHEET 2 of 2

MAINTENANCE BOND

USE BLACK INK ONLY

SURETY'S BOND NUMBER

RCB0000801

The "PRINCIPAL" (Name and address of Principal)

Hill Brothers
P.O. Box 7709
Spanish Fort, AL 36577

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

Contractors Bonding and Insurance Company
9025 N. Lindbergh Drive
Peoria, IL 61615

The "CITY"

City of Fairhope, Alabama
Attn: Wayne Dyess
555 South Section Street
Fairhope, Alabama 36532

The "PENAL SUM" of this Bond: Two Hundred Twenty One Thousand, Eight Hundred Ninety One and 33/100 Dollars (\$ 221,891.33).

Name and date of the "MAINTENANCE AGREEMENT": Maintenance and Guaranty Agreement dated 6/1, 2017

The "PROJECT": Fox Hollow Phase 1 Subdivision

1. WE, THE PRINCIPAL 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 Maintenance Agreement, which is incorporated herein by reference. If the Principal performs the Maintenance Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
2. Whenever the Principal fails to perform any term or condition or other obligation of the Maintenance Agreement, the City, acting through any agent of the City, shall have the right to give the Principal 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 Principal by the Maintenance Agreement (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 Maintenance Agreement, 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 Maintenance Agreement. In taking charge of and completing the Work, the Surety shall assume all rights and obligations of the Principal under the Maintenance Agreement. The presence or possibility of a claim by the Surety against the Principal 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 Principal's responsibilities under the Maintenance Agreement, 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.

SIGNED AND SEALED this 6th day of June, 2017.

ATTEST:

PRINCIPAL:

Hill Brothers

By _____

Charlie Hill / President

Name and Title

Countersigned by
Alabama Resident Agent for Surety:

By _____

Name

Address

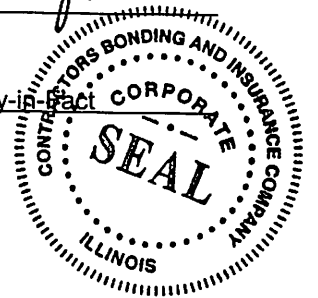
SURETY:

Contractors Bonding and Insurance Company

By _____

Jack L. Blackmon Jr. / Attorney-in-Fact

Name and Title





9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Jack L. Blackmon, Jr., Vivian Johnston, jointly or severally

in the City of Bay Minette, State of Alabama, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 11th day of January, 2016.

State of Illinois }
County of Peoria } SS



RLI Insurance Company
Contractors Bonding and Insurance Company

Barton W. Davis

Vice President

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 6th day of JUNE, 2017.

RLI Insurance Company
Contractors Bonding and Insurance Company

Barton W. Davis

Vice President

Jacqueline M. Bockler Notary Public





MAINTENANCE BOND NARRATIVE

The maintenance bond for Fox Hollow Phase 1 is for all roadways, storm drain, sanitary sewer and water systems located within the rights of way.

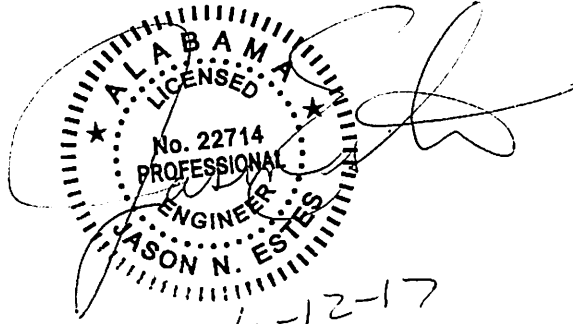
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BY: *SB*

ENGINEER'S MAINTENANCE BOND ESTIMATE				
ITEM NO.	DESCRIPTION	QTY.	UNIT	PRICE
GRADING & DRAINAGE				
100	18" RCP, CL 3, RUBBER GASKET JOINTS	23	LF	30.00
101	24" RCP, CL 3, RUBBER GASKET JOINTS	451	LF	40.00
102	36" RCP, CL 3, RUBBER GASKET JOINTS	466	LF	60.00
103	42" RCP, CL 3, RUBBER GASKET JOINTS	110	LF	80.00
104	48" RCP, CL 3, RUBBER GASKET JOINTS	480	LF	100.00
105	60" RCP, CL 3, RUBBER GASKET JOINTS	680	LF	150.00
106	43.75"x 26.62" RCAF, CL 3	326	LF	80.00
107	TYPE S-1 INLETS	4	EA	3,500.00
108	TYPE S-2 INLETS	8	EA	4,000.00
109	JUNCTION BOX	1	EA	3,500.00
110	CONCRETE SLOPE PAVED HEADWALL	2	EA	750.00
SUB-TOTAL ROADS & DRAINAGE: \$ 282,570.00				
ROADWAYS				
200	LOWER LAYER SAND CLAY BASE, 4" THICK	13,196	SY	1.95
201	UPPER LAYER SAND CLAY BASE, 4" THICK	9,897	SY	2.20
202	PRIME COAT	9,897	SY	1.20
203	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 165#/SY, 429-A	9,897	SY	8.20
204	TYPE "A", 2'-6" CONCRETE VALLEY GUTTER	7,900	LF	14.00
205	1.0' CONCRETE RIBBON CURB	3,530	LF	12.00
206	HANDICAP RAMP W/ TACTILE STRIP	36	EA	600.00
207	CONCRETE SIDEWALK, 5' WIDE, COMMON AREA	1,738	LF	18.77
208	STOP SIGNS WITH POST	6	EA	200.00
209	STREET SIGNS WITH POST	12	EA	200.00
210	SPEED LIMIT SIGNS WITH POST	1	EA	200.00
SUB-TOTAL ROADWAYS: \$ 210,982.26				
WATER SYSTEM				
300	6" PVC WATER MAIN	1792	LF	12.85
301	6" DUCTILE IRON WATER MAIN	18	LF	100.00
302	8" PVC WATER MAIN	2618	LF	14.85
303	8" DUCTILE IRON WATER MAIN	36	LF	36.00
304	6" M.J. GATE VALVE	5	EA	792.00
305	8" M.J. GATE VALVE	4	EA	1,000.00
306	8" M.J. TEE	1	EA	400.00
307	8" x 6" M.J. TEE	4	EA	300.00
308	8" M.J. PLUG	1	EA	150.00
309	6" x 8" TAPPING VALVE & SLEEVE	1	EA	1,800.00
310	8" x 6" REDUCER W/ MEGALUGS	1	EA	250.00
311	TIE TO EXISTING WATER MAIN	2	EA	800.00
312	WATER SERVICE	52	EA	635.00
313	FIRE HYDRANT ASSEMBLY (INCL. TEE, VALVE & HYDRANT)	10	EA	3,250.00
SUB-TOTAL WATER SYSTEM: \$ 143,880.50				
SEWER SYSTEM				
400	SEWER SERVICE	52	EA	800.00
401	CONNECT TO EXISTING SEWER MANHOLE	1	EA	1,500.00
402	MANHOLE LINING	1	EA	8,000.00
403	6" PVC SEWER FORCE MAIN	3148	LF	10.00
404	3" PVC SEWER FORCE MAIN	1525	LF	8.00
405	6" M.J. TEE	3	EA	375.00
406	3" M.J. TEE	1	EA	375.00
407	6" x 3" M.J. REDUCER	2	EA	275.00
408	6" M.J. GATE VALVE	1	EA	875.00
AMOUNT				

UN 2 0 375.00
12:20:00
11:25:00

**FOX HOLLOW PHASE 1
ENGINEER'S MAINTENANCE BOND ESTIMATE**

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
409	6" M.J. 90° BEND	2	EA	375.00	750.00
410	SEWER FLUSHING STATION	5	EA	750.00	3,750.00
SUB-TOTAL SEWER SYSTEM:				\$	102,205.00
				TOTALS:	\$ 739,637.76
BOND VALUE:				30%	\$ 221,891.33



 No. 22714
 PROFESSIONAL
 ENGINEER
 JASON N. ESTES
 6-12-17

MAINTENANCE AND GUARANTY AGREEMENT

THIS MAINTENANCE AND GUARANTY AGREEMENT (this "Agreement") is made and entered into by and between MONTROSE PROPERTIES, LLC. (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").

Recitals:

WHEREAS, the Subdivider is the developer of FOX HOLLOW PHASE 1 (the "Subdivision"), which Subdivision is recorded as Instrument Number 164-3076 in the records of the Office of the Judge of Probate of Baldwin County, Alabama;

WHEREAS, prior to the City agreeing to accept for maintenance those certain items set forth on Exhibit "A" attached hereto (the "Improvements"), the Subdivider is responsible to maintain the Improvements for a period of two (2) years (the "Maintenance Period") from and after the Effective Date (hereinafter defined).

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. In the event there is any defect in the Improvements and/or the workmanship associated with the construction and installation of the Improvements (a "Defect") of which the City provides the Subdivider with notice on or before the date that is thirty (30) days following the expiration of the Maintenance Period or of which the Subdivider is otherwise aware prior to the expiration of the Maintenance Period, the Subdivider shall remedy such Defect within ten (10) days of its first obtaining knowledge of such Defect (whether from the City or otherwise); provided, however, that in the event such 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, but in no event in excess of thirty (30) days, 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.

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

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sole and absolute discretion and shall be in an amount of \$ 221,891.33. 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 performance in full by the Subdivider of this Agreement and the expiration of the Maintenance Period, 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.

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" shall mean and refer to 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.

Montrose Properties, ~~LLC~~ INC.

By: HCP
Name: H.C. PITMAN
As Its: PRESIDENT
Date: _____

THE CITY OF FAIRHOPE, ALABAMA

By: 5/23/17
Karin Wilson
As Its Mayor
Date: _____

ATTEST:

Lisa A. Hanks, City Clerk

MAINTENANCE AND GUARANTY AGREEMENT

THIS MAINTENANCE AND GUARANTY AGREEMENT (this "Agreement") is made and entered into by and between Hill Brothers [insert name of contractor on behalf of developer as shown on the final subdivision plat] (the "Contractor"), and the City of Fairhope, Alabama (the "City of Fairhope") (the "City") (the Contractor and the City are sometimes hereinafter referred to singularly as a "Party" and collectively as the "Parties").

Recitals:

WHEREAS, the Contractor is the contractor of Fox Hollow Phase 1 (the "Subdivision"), which Subdivision is recorded as Instrument Number 1643076 in the records of the Office of the Judge of Probate of Baldwin County, Alabama;

WHEREAS, prior to the city agreeing to accept for maintenance those certain items set forth on Exhibit "A" attached hereto (the "Improvements"), the Contractor (by agreement with Montrose Properties, Inc. who is the Subdivider of the Subdivision) is responsible to maintain the Improvement for a period of two (2) years (the "Maintenance Period") from and after the Effective Date (hereinafter defined).

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 Contractor shall maintain the Improvements during the Maintenance Period and shall keep the Improvements in good and working order, normal wear and tear excepted. The Contractor 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. In the event there is any defect in the Improvements and/or the workmanship associated with the construction and installation of the Improvements (a "Defect") of which the City provides the Contractor with notice on or before the date that is thirty (30) days following the expiration of the Maintenance Period or of which the Contractor is otherwise aware prior to the expiration of the Maintenance Period, the Contractor shall remedy such Defect within ten (10) days of its first obtaining knowledge of such Defect (whether from the City or

otherwise); provided, however that in the event such Defect is not capable of being remedied within said ten-day period, the contractor shall have such time as is reasonably necessary to remedy such Defect, but in no event in excess of thirty (30) days, so long as the Contractor has commenced its remedial efforts within such ten-day period and pursues completion of such remedial efforts with due diligence.

3. Financial Guaranty of Performance. As a condition to the City agreeing to enter into this Agreement, the Contractor 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 \$ 221,891.33 . In the event the foregoing condition precedent is not satisfied within thirty 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 performance in full by the Contractor of this Agreement and the expiration of the Maintenance Period, the city shall accept maintenance of the Improvements.
5. Failure to Perform. In the event the contractor 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 Contractor (a "Notice of Default"). If the Contractor 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 Contractor;
 - (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 Contractor 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 Contractor within said ten (10) day period shall thereafter accrue interest at the rate of twelve percent (12%) per annum.

6. Legal Compliance. The Contractor 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 Contractor with respect to the maintenance and repair of the Improvements, regardless of when they become effective. The Contractor shall not use, nor permit the use of the Improvements for any purpose in violation of such laws, regulations, rules or orders. The Contractor represents and warrants to the city that the contractor is acting with full and legal authority with respect to the Improvements.
7. Indemnification. The Contractor 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 Contractor made or taken pursuant to this Agreement.
8. Responsibility for Agents. The Contractor 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 Contractor herein.
9. No Assignment. The Contractor 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 Contractor 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 is 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 Contractor. This Agreement, and/or the procedures approving the same time, 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 contractor comply or to ensure its own compliance with any local, state, or federal law regulation.
14. Governing Law. This Agreement shall be governed by and constructed 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 right, 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 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" shall mean and refer to the date of execution of the 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.

Hill Brothers

By: Hill Brothers
Name: [Signature]
As Its: _____
Date: 7-17-17

THE CITY OF FAIRHOPE, ALABAMA

By: _____
Karin Wilson
As Its Mayor
Date: _____

ATTEST:

Lisa A. Hanks, City Clerk

RESOLUTION NO. _____

WHEREAS, the Owners of Colony Woods Subdivision desire to have all public utilities dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Slide 2603-F, 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 Water and Sewer Superintendent has indicated that the improvements meet City requirements, and;

WHEREAS, the City of Fairhope, Alabama, has received from the owners of Colony Woods Subdivision, 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 Colony Woods Subdivision are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Karin Wilson to execute the Maintenance and Guaranty Agreements between the City of Fairhope, Jason Tickle, and Hill Brothers (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, whether or not such may be located within dedicated easements in any of these developments.

Adopted this 14th day of August, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

MAINTENANCE BOND

USE BLACK INK ONLY

SURETY'S BOND NUMBER

RCB0000913

The "PRINCIPAL" (Name and address of Principal)

Hill Brothers
P.O. Box 7709
Spanish Fort, AL 36577

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

Contractors Bonding and Insurance Company
9025 N. Lindbergh Drive
Peoria, IL 61615

The "CITY"

City of Fairhope, Alabama
Attn: Jonathan Smith
555 South Section Street
Fairhope, Alabama 36532

The "PENAL SUM" of this Bond: Fifteen Thousand Four Hundred and 50/100 Dollars (\$ 15,450.00).

Name and date of the "MAINTENANCE AGREEMENT": Maintenance and Guaranty Agreement dated July 17, 2007

The "PROJECT": Colony Woods Minor Subdivision

-
1. WE, THE PRINCIPAL 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 Maintenance Agreement, which is incorporated herein by reference. If the Principal performs the Maintenance Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
 2. Whenever the Principal fails to perform any term or condition or other obligation of the Maintenance Agreement, the City, acting through any agent of the City, shall have the

right to give the Principal 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 Principal by the Maintenance Agreement (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 Maintenance Agreement, 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 Maintenance Agreement. In taking charge of and completing the Work, the Surety shall assume all rights and obligations of the Principal under the Maintenance Agreement. The presence or possibility of a claim by the Surety against the Principal 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 Principal's responsibilities under the Maintenance Agreement, 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.

SIGNED AND SEALED this 17 day of July, 20012.

ATTEST:

[Signature]

PRINCIPAL:

Hill Brothers

By [Signature]

Charlie Hill / President
Name and Title

Countersigned by
Alabama Resident Agent for Surety:

By _____

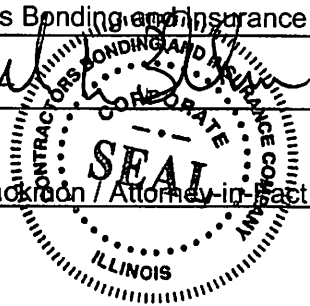
Name

Address

SURETY:

Contractors Bonding and Insurance Company
By [Signature]

Jack L. Blackmon / Attorney-in-Fact
Name and Title





9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company and Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Jack L. Blackmon, Jr., Vivian Johnston, jointly or severally

in the City of Bay Minette, State of Alabama, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 11th day of January, 2016.



State of Illinois }
County of Peoria } SS

RLI Insurance Company
Contractors Bonding and Insurance Company

B. W. Davis
Vice President

CERTIFICATE

On this 11th day of January, 2016, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 11th day of January, 2016.

Jacqueline M. Bockler
Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

B. W. Davis
Vice President




Hill Brothers

Post Office Box 7709
Spanish Fort, AL 38577
Phone 251.583.1116

Bill To:
Jason Tickle

INVOICE

DATE: 22-Jun-17
INVOICE # 318
FOR: Colony Woods

DESCRIPTION	AMOUNT
- Provided Labor, Equipment and Material for the tie in to existing 6" watermain and installation of 1,452 LF of 8" Waterline, 3 Hydrants Assemblies and 4 Water Services.	51,500.00
Maintenance Bond Amount = $51,500 \times .30 =$	\$15,450
	
TOTAL	\$51,500.00

Make all checks payable to Hill Brothers

If you have any questions concerning this invoice, contact Charlie Hill, 251.583.1116, hill17207@bellsouth.net

THANK YOU FOR YOUR BUSINESS!

MAINTENANCE AND GUARANTY AGREEMENT

THIS MAINTENANCE AND GUARANTY AGREEMENT (this "Agreement") is made and entered into by and between M. Jason Tickle [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").

Recitals:

WHEREAS, the Subdivider is the developer of Colony Woods (the "Subdivision"), which Subdivision is recorded as Instrument Number 1645478 in the records of the Office of the Judge of Probate of Baldwin County, Alabama;

WHEREAS, prior to the City agreeing to accept for maintenance those certain items set forth on Exhibit "A" attached hereto (the "Improvements"), the Subdivider is responsible to maintain the Improvements for a period of two (2) years (the "Maintenance Period") from and after the Effective Date (hereinafter defined).

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. In the event there is any defect in the Improvements and/or the workmanship associated with the construction and installation of the Improvements (a "Defect") of which the City provides the Subdivider with notice on or before the date that is thirty (30) days following the expiration of the Maintenance Period or of which the Subdivider is otherwise aware prior to the expiration of the Maintenance Period, the Subdivider shall remedy such Defect within ten (10) days of its first obtaining knowledge of such Defect (whether from the City or otherwise); provided, however, that in the event such 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, but in no event in excess of thirty (30) days, 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.

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 \$ 15,450.00. 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 performance in full by the Subdivider of this Agreement and the expiration of the Maintenance Period, 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" shall mean and refer to 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: J. T. Tickle
Name: Jason Tickle
As Its: owner
Date: 8-8-17

THE CITY OF FAIRHOPE, ALABAMA

By: _____
Karin Wilson
As Its Mayor
Date: _____

ATTEST:

Lisa A. Hanks, City Clerk

EXHIBIT "A"
The Improvements

~~[Insert description of all improvements subject to City maintenance]~~

- 1,462 LF of 8" Waterline
- 3 Fire Hydrant Assembly
- 4 Water Services

Tim Janley / 8/10/17

EXHIBIT "A"
The Improvements

[Insert description of all improvements subject to City maintenance]

MAINTENANCE AND GUARANTY AGREEMENT

THIS MAINTENANCE AND GUARANTY AGREEMENT (this "Agreement") is made and entered into by and between Hill Brothers [insert name of contractor on behalf of developer as shown on the final subdivision plat] (the "Contractor"), and the City of Fairhope, Alabama (the "City of Fairhope") (the "City") (the Contractor and the City are sometimes hereinafter referred to singularly as a "Party" and collectively as the "Parties").

Recitals:

WHEREAS, the Contractor is the contractor of Colony Woods Minor (the "Subdivision"), which Subdivision is recorded as Instrument Number 1645478 in the records of the Office of the Judge of Probate of Baldwin County, Alabama;

WHEREAS, prior to the city agreeing to accept for maintenance those certain items set forth on Exhibit "A" attached hereto (the "Improvements"), the Contractor (by agreement with Jason Tickle who is the Subdivider of the Subdivision) is responsible to maintain the Improvement for a period of two (2) years (the "Maintenance Period") from and after the Effective Date (hereinafter defined).

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 Contractor shall maintain the Improvements during the Maintenance Period and shall keep the Improvements in good and working order, normal wear and tear excepted. The Contractor 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. In the event there is any defect in the Improvements and/or the workmanship associated with the construction and installation of the Improvements (a "Defect") of which the City provides the Contractor with notice on or before the date that is thirty (30) days following the expiration of the Maintenance Period or of which the Contractor is otherwise aware prior to the expiration of the Maintenance Period, the Contractor shall remedy such Defect within ten (10) days of its first obtaining knowledge of such Defect (whether from the City or

otherwise); provided, however that in the event such Defect is not capable of being remedied within said ten-day period, the contractor shall have such time as is reasonably necessary to remedy such Defect, but in no event in excess of thirty (30) days, so long as the Contractor has commenced its remedial efforts within such ten-day period and pursues completion of such remedial efforts with due diligence.

3. Financial Guaranty of Performance. As a condition to the City agreeing to enter into this Agreement, the Contractor 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 \$ 15,450.00. In the event the foregoing condition precedent is not satisfied within thirty 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 performance in full by the Contractor of this Agreement and the expiration of the Maintenance Period, the city shall accept maintenance of the Improvements.
5. Failure to Perform. In the event the contractor 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 Contractor (a "Notice of Default"). If the Contractor 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 Contractor;
 - (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 Contractor 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 Contractor within said ten (10) day period shall thereafter accrue interest at the rate of twelve percent (12%) per annum.


6. Legal Compliance. The Contractor 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 Contractor with respect to the maintenance and repair of the Improvements, regardless of when they become effective. The Contractor shall not use, nor permit the use of the Improvements for any purpose in violation of such laws, regulations, rules or orders. The Contractor represents and warrants to the city that the contractor is acting with full and legal authority with respect to the Improvements.
7. Indemnification. The Contractor 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 Contractor made or taken pursuant to this Agreement.
8. Responsibility for Agents. The Contractor 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 Contractor herein.
9. No Assignment. The Contractor 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 Contractor 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 is 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 Contractor. This Agreement, and/or the procedures approving the same time, 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 contractor comply or to ensure its own compliance with any local, state, or federal law regulation.
14. Governing Law. This Agreement shall be governed by and constructed 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 right, 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 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" shall mean and refer to the date of execution of the 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.

[Inset Name of Contractor]

By: Hill Brothers
Name: 7-18-17 
As Its: Owner
Date: 7-18-17

THE CITY OF FAIRHOPE, ALABAMA

By: _____
Karin Wilson
As Its Mayor
Date: _____

ATTEST:

Lisa A. Hanks, City Clerk

RESOLUTION NO. _____

WHEREAS, the Owners of Woodlawn, Phase Three 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 2597-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 Woodlawn, Phase Three, 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 Woodlawn, Phase Three are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and Woodlawn Development Company 2014, Inc. (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, whether or not such may be located within dedicated easements in any of these developments.

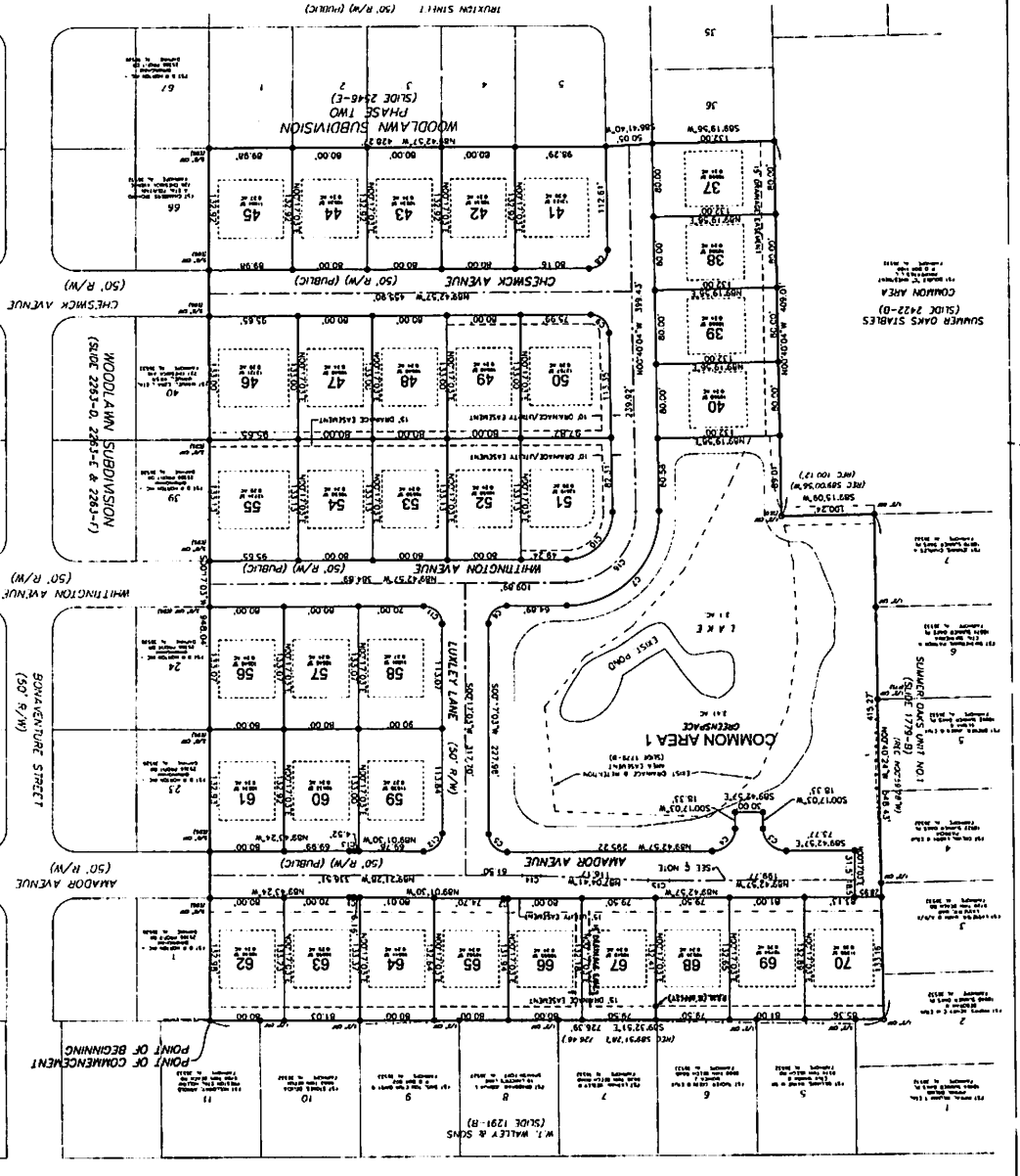
Adopted this 14th day of August, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

SLIDE 0002597-F
127921



CURRENT ZONING: R-2
MINIMUM LOT SIZE: 10,500 SQ FT.
MINIMUM LOT WIDE: 2,572 LF.
NUMBER OF LOTS: 34
LARGEST LOT: 13,172 SF
COMMON AREAS: 3,41 AC.
TOTAL AREA: 14.74 AC.

CENTRELINE NOTE:
THE CENTRELINE OF AMADOR AVENUE AS SHOWN HEREON DEPICTS THE CENTRELINE OF EXISTING FEES.

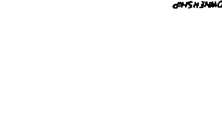
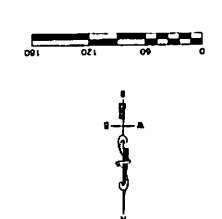
GENERAL NOTES:
1. THE LOCATION OF ALL UTILITIES IS SHOWN AS APPROXIMATE.
2. THE EXISTING UTILITIES ARE SHOWN AS APPROXIMATE.
3. THE EXISTING UTILITIES ARE SHOWN AS APPROXIMATE.
4. THE EXISTING UTILITIES ARE SHOWN AS APPROXIMATE.
5. THE EXISTING UTILITIES ARE SHOWN AS APPROXIMATE.

DEVELOPER'S CERTIFICATE:
I, the undersigned, being the owner of the land described herein, do hereby certify that the information furnished in this plat is true and correct to the best of my knowledge and belief.

PLAT MAP:
A plat map showing the location of the subdivision within the city of Fairhope, Alabama.

LEGEND:
- - - - - BOUNDARY LINE
- - - - - CURVE CENTERLINE
- - - - - CURVE PERIPHERY CENTERLINE
- - - - - EASEMENT LINE
- - - - - EASEMENT CENTERLINE
- - - - - EASEMENT PERIPHERY CENTERLINE

SURVEYOR'S CERTIFICATE:
I, the undersigned, being a duly licensed surveyor in the State of Alabama, do hereby certify that I have surveyed the foregoing land and that the same is correctly and lawfully divided into the lots and blocks hereon shown.



DEVELOPER'S CERTIFICATE:
I, the undersigned, being the owner of the land described herein, do hereby certify that the information furnished in this plat is true and correct to the best of my knowledge and belief.

PLAT MAP:
A plat map showing the location of the subdivision within the city of Fairhope, Alabama.

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- - - - - BOUNDARY LINE
- - - - - CURVE CENTERLINE
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MINIMUM LOT SIZE: 10,500 SQ FT.
MINIMUM LOT WIDE: 2,572 LF.
NUMBER OF LOTS: 34
LARGEST LOT: 13,172 SF
COMMON AREAS: 3,41 AC.
TOTAL AREA: 14.74 AC.

CENTRELINE NOTE:
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A plat map showing the location of the subdivision within the city of Fairhope, Alabama.

LEGEND:
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SURVEYOR'S CERTIFICATE:
I, the undersigned, being a duly licensed surveyor in the State of Alabama, do hereby certify that I have surveyed the foregoing land and that the same is correctly and lawfully divided into the lots and blocks hereon shown.

SHEET	1 OF 1
PROJECT	WOODLAWN PHASE THREE
SCALE	1" = 40'
DRAWN	J.D.A.
CHECKED	J.D.A.
DATE	APRIL 11, 2017
BOUNDARY SURVEY AND PLAT OF SUBDIVISION	
MARCH 14, 2017 - SHEET 1 OF 1 SHEETS	
PLAT MAP	
WOODLAWN PHASE THREE	

HARTFORD FIRE INSURANCE COMPANY

Surety's Name

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENT, That we, Cunningham DeLaney Construction, LLC
12940 Underwood Road, Summerdale, Alabama 36580 ("**Principal**"), and HARTFORD FIRE
INSURANCE COMPANY, Hartford Plaza, Hartford, Connecticut 06115
Surety's Name *Surety's Address*

("Surety"), are held and firmly bound unto CITY OF FAIRHOPE, ALABAMA, Attn: Jonathan Smith, 555 South Section Street, Fairhope, AL 36532 ("**Obligee**"), in the full and just sum of One Hundred Twenty Four Thousand Three Hundred Seventy & 16/100 (\$ 124,370.16) lawful money of the United States, for the payment of which we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

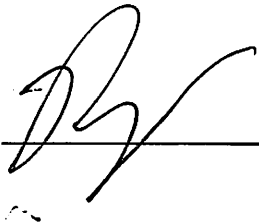
WHEREAS, said Obligee has entered into a certain Maintenance and Guaranty Agreement (the "**Maintenance Agreement**") with Woodlawn Development Co. 2014, Inc.
 ("**Owner**") a portion of which requires a two year maintenance bond covering workmanship and materials for the List of Improvements covered, hereinafter called Improvements, at Woodlawn Phase 3, Fairhope, Alabama
Project Name *Project Address*
which improvements have been or are about to be completed and accepted.

NOW, THEREFORE, Principal and Surety, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Obligee in the amount of \$ 124,370.16 for the performance of the maintenance, repair and replacement of the Improvements for a period of two (2) years from the date of acceptance of the Improvements by Obligee pursuant to and in accordance with the Maintenance Agreement. If Principal and/or Surety properly and promptly perform the maintenance, repair and replacement of the Improvements pursuant to and in accordance with the Maintenance Agreement during said time period, then this obligation shall be null and void;

BY: [Signature]
RECEIVED
FEB 16 2017

otherwise, it shall remain in full force and effect. Principal and/or Surety shall have no responsibility with respect to Owner's other obligations to Obligee under the Maintenance Agreement and shall not be responsible for any damages Obligee incurs as a result of Owner's breach of or failure to perform the same.

Signed, sealed and dated this 15th day of February, 2017.



Cunningham DeLaney Construction, LLC
Principal's Name

By: 



HARTFORD FIRE INSURANCE COMPANY
Surety's Name

By: J. William Goodloe III
J. William Goodloe, III, Attorney-in-fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835)

Agency Code: 21 - 250403

KNOW ALL PERSONS BY THESE PRESENTS THAT:

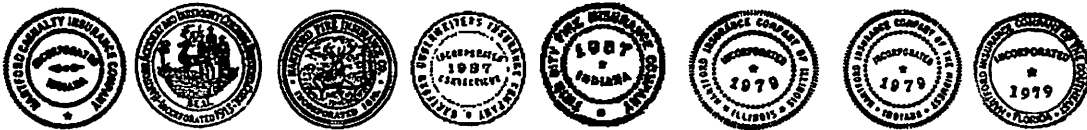
- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Joanna L. Brinson, Elise C. Buschmann, W.E. Cadden, Roland G. Fry, Jr., J William Goodloe III, Nina Jacobs, Gaylord C. Lyon, Jr., O.M. Otts, IV, Erling Riis, III, Charlene C. Stout, Rebecca Ward of MOBILE, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , 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.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, 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 effective as of February 15, 2017
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President

MAINTENANCE AND GUARANTY AGREEMENT

THIS MAINTENANCE AND GUARANTY AGREEMENT (this "Agreement") is made and entered into by and between Woodlawn Development Co. 2014, Inc. (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").

Recitals:

WHEREAS, the Subdivider is the developer of WOODLAWN PHASE 3 (the "Subdivision"), which Subdivision is recorded as Instrument Number 163225 in the records of the Office of the Judge of Probate of Baldwin County, Alabama;

WHEREAS, prior to the City agreeing to accept for maintenance those certain items set forth on Exhibit "A" attached hereto (the "Improvements"), the Subdivider is responsible to maintain the Improvements for a period of two (2) years (the "Maintenance Period") from and after the Effective Date (hereinafter defined).

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. In the event there is any defect in the Improvements and/or the workmanship associated with the construction and installation of the Improvements (a "Defect") of which the City provides the Subdivider with notice on or before the date that is thirty (30) days following the expiration of the Maintenance Period or of which the Subdivider is otherwise aware prior to the expiration of the Maintenance Period, the Subdivider shall remedy such Defect within ten (10) days of its first obtaining knowledge of such Defect (whether from the City or otherwise); provided, however, that in the event such 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, but in no event in excess of thirty (30) days, 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.

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 \$ 124,370.16. 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.

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JAN 24 2017

BY: JB

4. City to Accept Improvements for Maintenance. Upon performance in full by the Subdivider of this Agreement and the expiration of the Maintenance Period, 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" shall mean and refer to 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.

WOODLAWN DEVELOPMENT CO., 2014, INC.

By: 
Name: Nathan Cox
As Its: Manager
Date: 12-15-16

THE CITY OF FAIRHOPE, ALABAMA

By: _____

As Its Mayor

Date: _____

ATTEST:

Lisa A. Hanks, City Clerk

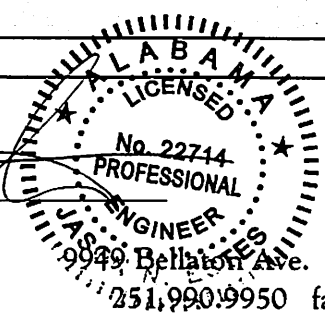
EXHIBIT "A"
The Improvements

All roads, drainage system, water, and sewer infrastructure installed within the rights of way of WOODLAWN PHASE 3 subdivision, see attached unit price bond estimate.



ENGINEER'S MAINTENANCE BOND ESTIMATE WOODLAWN PHASE 3					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
GRADING & DRAINAGE					
100	18" RCP, CL 3, RUBBER GASKET JOINTS	336	LF	30.00	10,080.00
101	24" RCP, CL 3, RUBBER GASKET JOINTS	633	LF	42.00	26,586.00
102	30" RCP, CL 3, RUBBER GASKET JOINTS	87	LF	59.00	5,133.00
103	36" RCP, CL 3, RUBBER GASKET JOINTS	48	LF	69.00	3,312.00
104	22" x 13" RCAP, CL 3, RAM NEK JOINTS	73	LF	65.00	4,745.00
105	INLET, TYPE S-1	4	EA	3,300.00	13,200.00
106	INLET, TYPE S-2	6	EA	3,900.00	23,400.00
SUB-TOTAL ROADS & DRAINAGE:					86,456.00
ROADWAYS					
200	TYPE "A", 2'-6" CONCRETE VALLEY GUTTER	4,664	LF	12.00	55,968.00
201	CONCRETE RIBBON CURB	48	LF	11.00	528.00
202	HANDICAP RAMP W/ TACTILE STRIP	20	EA	600.00	12,000.00
203	CONCRETE SIDEWALK, 5' WIDE	780	LF	17.90	13,962.00
204	LOWER LAYER SAND CLAY BASE, 4" THICK	7,470	SY	1.35	10,084.50
205	UPPER LAYER SAND CLAY BASE, 4" THICK	5,888	SY	4.25	25,024.00
206	PRIME COAT	5,888	SY	1.25	7,360.00
207	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 165#/SY, 429-A	5,888	SY	8.65	50,931.20
SUB-TOTAL ROADWAYS:					175,857.70
WATER SYSTEM					
301	6" PVC WATER MAIN	2403	LF	11.50	27,634.50
302	6" DUCTILE IRON WATER MAIN	36	LF	31.00	1,116.00
303	6" M.J. GATE VALVE W/ MEGALUGS	5	EA	900.00	4,500.00
304	6" M.J. 22.5° BEND	4	EA	340.00	1,360.00
305	6" M.J. PLUG	1	EA	200.00	200.00
306	6" M.J. TEE W/ MEGALUGS	3	EA	450.00	1,350.00
307	TIE TO EXISTING WATER MAIN	3	EA	500.00	1,500.00
308	WATER SERVICE	34	EA	615.00	20,910.00
309	FIRE HYDRANT ASSEMBLY (INCL. TEE, VALVE & HYDRANT)	5	EA	3,500.00	17,500.00
SUB-TOTAL WATER SYSTEM:					76,070.50
SEWER SYSTEM					
401	8" PVC GRAVITY SEWER 4' - 6' CUT	679	LF	16.00	10,864.00
402	8" PVC GRAVITY SEWER 6' - 8' CUT	1396	LF	18.00	25,128.00
403	PRECAST CONCRETE MANHOLE 4' - 6'	3	EA	2,750.00	8,250.00
404	PRECAST CONCRETE MANHOLE 6' - 8'	5	EA	2,995.00	14,975.00
405	SEWER LATERAL	34	EA	499.00	16,966.00
SUB-TOTAL SEWER SYSTEM:					76,183.00
TOTALS:					414,567.20
BOND VALUE AT:				30%	124,370.16

Jason Estes
Jason Estes, PE



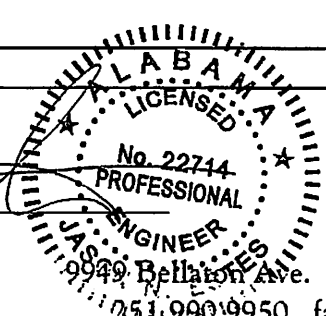
49 Bellaton Ave. Daphne, AL 36526
251.990.9950 fax 251.990.9910

RECEIVED
JAN 24 2017
BY: *EB*



ENGINEER'S MAINTENANCE BOND ESTIMATE WOODLAWN PHASE 3					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
GRADING & DRAINAGE					
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SUB-TOTAL SEWER SYSTEM:					76,183.00
TOTALS:					414,567.20
BOND VALUE AT:				30%	124,370.16

Jason Estes
Jason Estes, PE



9949 Bellaton Ave. Daphne, AL 36526
251.990.9950 fax 251.990.9910

RESOLUTION NO. _____

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

[1] That on November 14, 2011 the City of Fairhope did award Paymentus the RFQ for On-Line Utility Payments for any Internet Connection to City's Website.

[2] Per Item 9.1, Term, of the contract, the City is required to give written notice to Paymentus not less than six (6) months prior to the automatic renewal date of April 2, 2018. The contract termination date will therefore be April 1, 2018.

[3] That the City of Fairhope hereby terminates the contract for On-Line Utility Payments for an Internet Connection to the City's Website, between the City of Fairhope and Paymentus; and approve Mayor Karin Wilson to sign the necessary paperwork.

Adopted on this 14th day of August, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk



MEMO

JUL 27 '17 PM 12:12

LAH

To: Deborah Smith, Treasurer
From: *Daniel P. Ames*
Daniel P. Ames, Purchasing Manager

Date: July 25, 2017

Re: Terminating Professional Consultant contract with Paymentus of Atlanta GA

The City Treasurer is requesting termination of the current contract with Paymentus, of Atlanta, GA, a professional service provider who has provided electronic monthly payment methods for the City of Fairhope. Per Item 9.1, Term, of the contract the City is required to give written notice to Paymentus, not less than six (6) months prior to the automatic renewal date of April 2, 2018. The contract termination date will therefore, be April 1, 2018.

Please place on the next City Council agenda this request to terminate the contract between the City of Fairhope and Paymentus, of Atlanta, GA, and approve the Mayor to sign the necessary paperwork.

Cc: file

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Deborah A. Smith, CPA
City Treasurer

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper

14 November 2011

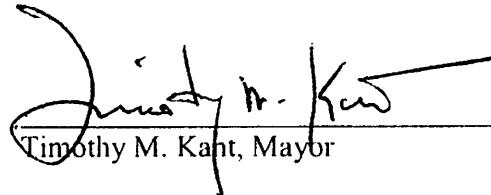
RESOLUTION NO. 1871-11

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

[1] That the City of Fairhope did request and receive RFQs for On-Line Utility Payments for any Internet Connection to City's Website at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

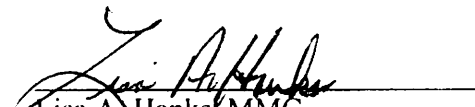
[2] At the appointed time and place; after evaluating the RFQ proposal with the required specifications, Paymentus, is now awarded for On-Line Utility Payments.

Adopted on this 14th day of November, 2011



Timothy M. Kant, Mayor

Attest:



Lisa A. Hanks, MMC
City Clerk

Councilmember Kingrea introduced in writing, and moved for the adoption of the following resolution, a resolution to authorize Mayor Kant to execute a One-Year Contract for Advertising with the Press-Register for the Quail Creek Golf Course. Seconded by Councilmember Ford, motion passed unanimously by voice vote.

*

*



MASTER SERVICES AGREEMENT

Customer:	City of Fairhope
Customer Address:	PO Drawer 429, Fairhope, AL 36533
Contact for Notices to Customer:	Nancy Wilson, City Treasurer
Estimated Yearly Bills / Invoices:	276, 000

This Master Services Agreement ("Master Agreement") is entered into as of the Effective Date below, by and between the Customer ("Customer") identified above and Paymentus Corporation, a Delaware Corporation ("Paymentus").

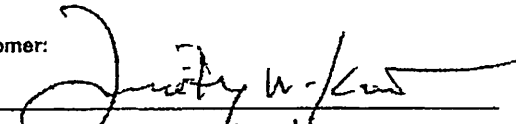
WHEREAS Paymentus desires to provide and the Client desires to receive certain services under the terms and conditions set forth in this Agreement. Paymentus provides electronic bill payment services to utilities, municipalities, insurance and other businesses.


NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows. This Agreement consists of this signature page, General Terms and Conditions, and the attachments ("Attachments") with schedules ("Schedules") listed below.

Schedule A: Paymentus Service Fee Schedule

This Agreement represents the entire understanding between the parties hereto with respect to its subject matter and supersedes all other written or oral agreements heretofore made by or on behalf of Paymentus or Customer with respect to the subject matter hereof and may be changed only by agreements in writing signed by the authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives

Customer:
 By: 
 Name: TIMOTHY M. KANT
 Title: MAYOR
 Date: 12/21/2011

Paymentus:
 By: 
 Name: DUSHYANTI SHARMA
 Title: PRESIDENT & CEO
 Date: 5 - JAN - 2012



GENERAL TERMS AND CONDITIONS

1 Definitions:

For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise.

- 1.1 "Agreement " or "Contract" shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this contract for Paymentus to be the exclusive provider of services, stated herein, to the Customer
- 1.2 "User" shall mean the users of the Customer's services
- 1.3 "Effective Date" shall be the last date upon which the parties signed this Agreement. The Agreement will not be effective against any party until the said date
- 1.4 "Launch Date" shall be the date on which Customer launches this service to the Users
- 1.5 "Payment" shall mean Users to make payments for Customer's services or Customer's bills
- 1.6 "Payment Amount" shall mean the bill amount User wants to pay to the Customer.
- 1.7 "Services" shall include the performance of the Services outlined in section 2 of this Agreement
- 1.8 "Paymentus Authorized Processor" shall mean a Paymentus authorized merchant account provider and payment processing gateway
- 1.9 "Reversed or Charged-back Transactions" shall mean cancelled transactions due to User error, or a User's challenge to Payment authenticity.
- 1.10 "Average Bill Amount" shall mean the total amount of Payments collected through Paymentus system in a given month divided by the number of the Payments for the same month.

2 Description of Services to be performed

2.1 Scope of Services

Paymentus shall provide Users the opportunity to make Payments by Visa, MasterCard, Discover, E-check and other payment methods as deemed necessary by Paymentus. Payments may be made by Interactive Telephone Voice Response System ("IVR") or secure Internet interface provided at the Paymentus Corporation's web site or other websites part of Paymentus' Instant Payment Network ("WebSites"), collectively referred to as the ("System").

2.2 Professionalism

Paymentus shall perform in a professional manner all Services required to be performed under this Agreement.



3 Compensation

3.1 No Cost Installation

Paymentus will charge no fees related to the initial setup and personalization of its standard service for both Web and IVR interfaces.

3.2 Paymentus Service Fee

For each payment, Paymentus will charge a Paymentus Service Fee as per Schedule A. Paymentus Service Fee collected will be used to pay the corresponding Credit Card transaction fees or transaction fees associated with Debit Cards or eChecks (hereinafter called "Transaction Fees") except for the return items (eCheck returns or Credit/Debit Card chargebacks).

A schedule of Paymentus Service Fee is attached hereto as Schedule A. The Paymentus Service Fee is based on the assumption that the aggregate Payment Amount collected each month from the use of non-utility rate qualified cards ("Non-Qualified") such as commercial cards or purchase cards shall not exceed 5%. Should the Non-Qualified Payment Amount exceed 5% of the total Payment Amount in any month ("Additional Non-Qualified Amount"), Paymentus shall apply a non-qualified adjustment of 3.5% on the Additional Non-Qualified Amount, in addition to the Paymentus Service Fee. Paymentus can amend this schedule upon prior written notice to the Customer, if such change is required due to changes in the Visa and MasterCard regulations or changes in Credit Card fees or changes in the Average Bill Amount.

4 Payment Processing

4.1 Integration with Customer's Billing System

At no cost to Customer, Paymentus will develop one (1) file format interface with Customer's billing system using Customer's existing text file format currently used to post payments to Customer's billing system. Customer will be responsible to provide Paymentus with the one file format specification and will fully cooperate with Paymentus during the development of the said interface. If Customer chooses to create an automated file integration process to download the posting file, due to Paymentus security requirements, Customer will use Paymentus specified integration process.

4.2 Explicit User Confirmation

Paymentus shall confirm the dollar amount of all Payments and the corresponding Paymentus Service Fee to be charged to a Card and electronically obtain the User approval of such charges prior to initiating Card authorizations transaction. Paymentus will provide User with electronic confirmation of all transactions.

4.3 Merchant Account

Paymentus will arrange for the Customer to have a merchant account with the Paymentus Authorized Processor for processing and settlement of the credit card transactions.

4.4 Card Authorization

For authorization purposes, Paymentus will electronically transmit all Card transactions to the appropriate Card-processing center, in real time as the transactions occur.

4.5 Settlement

Paymentus together with its authorized Card processor shall forward the payment transactions and corresponding Paymentus Service Fee to the appropriate card organizations for settlement directly to the



Customer's depository bank account previously designated by the Customer (hereinafter the "Customer Bank Account").

Paymentus will debit the Paymentus Service Fees from Customer's account on a monthly basis. Paymentus together with Paymentus Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Customer and Paymentus agree to fully co-operate with each other if Paymentus were to change its settlement and invoicing processes.

4.6 Reversed or Chargeback Transactions

With respect to all Reversed or Chargeback Transactions the Customer authorizes Paymentus and Paymentus Authorized Processor (and/or the respective card organization) to debit the Customer Bank Account for the Payment Amount and Paymentus shall refund to the Card organization for credit back to the User the corresponding Paymentus Service Fees.

Paymentus together with Paymentus Authorized Processor will continuously review its processes for Reversed or Chargeback transactions, for simplicity and efficiencies. Customer and Paymentus agree to reasonably co-operate with each other if Paymentus requires any change its settlement and invoicing processes for such transactions.

5 General Conditions of Services

5.1 Service Reports

Paymentus shall provide Customer with reports summarizing use of the Services by Users for a given reporting period.

5.2 User Adoption Communication by Customer

Customer will make Paymentus' Services available to its residential and commercial customers by different means of customer communication including a) through bills, invoices and other notices; b) by providing IVR and Web payment details on the Customer's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) through customer's general IVR/Phone system; and d) other channels deemed appropriate by the Customer.

Paymentus shall provide Customer with logos, graphics and other marketing materials for Customer's use in its communications with its users regarding the Services and/or Paymentus.

Both parties agree that Paymentus will be presented as a payment method option. Customer will communicate Paymentus option to its end residential and commercial customers wherever Customer usually communicates its other payment methods.

5.3 Independent Contractor

Customer and Paymentus agree and understand that the relationship between both parties is that of an independent contractor.

5.4 Customer's Responsibilities

In order for Paymentus to provide Services outlined in this Agreement, the Customer shall cooperate with Paymentus by:

- (i) Customer will enter into all applicable merchant Card or cash management agreements.
- (ii) For the duration of this Agreement, Customer will keep a bill payment link connecting to Paymentus System at a prominent and mutually agreed location on the Customer website. The phone number for the IVR payment will also be added to the web site. Customer will



also add the IVR payment option as part of the Customer's general phone system when such capabilities exist.

- (iii) User Adoption marketing as described in 5.2.
- (iv) Within 30 days of the merchant account setup, Customer will launch the service to the Users.
- (v) For the purpose of providing Customer a posting file for posting to Customer's billing system, Customer will provide the file format specification currently used to post its payments to the billing system. Customer will fully cooperate with Paymentus and provide the information required to integrate with Customer's billing system.

6 Governing Laws

This Agreement shall be governed by the laws of the state of Alabama.

7 Communications

7.1 Authorized Representative

Each party shall designate an individual to act as a representative for the respective party, with the authority to transmit instructions and receive information. The parties may from time to time designate other individuals or change the individuals.

7.2 Notices

All notices of any type hereunder shall be in writing and shall be given by Certified Mail or by a national courier or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

To Customer

c/o NANCY WILSON, CITY TREAS.
P.O. DRAWER 429
FAIRHOPE, AL 36
251, 929-0346 (Phone)
251, 929-0373 (Fax)

To Paymentus

c/o President and CEO
3455 Peachtree Road N.E. 5th Floor
Atlanta, GA 30326
(888) 476-8910 (Phone)
(877) 882-1676 (Fax)

Notices shall be declared to have been given or received on the date the notice is physically received if given by hand delivery, or if notices given by US Post, then notice shall be deemed to have been given upon



on date said notice was deposited in the mail addressed in the manner set forth above. Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received.

7.3 Interpretation

It is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as the drafter.

7.4 Amendment of Agreement

Modifications or changes in this Agreement must be in writing and executed by the parties bound to this Agreement.

7.5 Severability

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said word, sentence or paragraph did not exist.

7.6 Attorney's Fees

Should any litigation arise concerning this Agreement between the parties hereto, the parties agree to bear their own costs and attorney's fees.

7.7 Confidentiality

Customer will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential or proprietary non-public information it obtains during the term of this Agreement about Paymentus' business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans, and models, and personnel. Paymentus will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential User information it receives in connection with its performance of the services.

7.8 Intellectual Property

In order that the Customer may promote the Services and Paymentus' role in providing the Services, Paymentus grants to Customer a revocable, non-exclusive, royalty-free, license to use Paymentus' logo and other service marks (the "Paymentus Marks") for such purpose only. Customer does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the IVR or the WebSite) or other intellectual property right of Paymentus ("Paymentus Intellectual Property"). All Paymentus Marks, Paymentus Intellectual Property, and the System and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

7.9 Force Majeure

Paymentus will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Paymentus' reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walk-outs, extra-ordinary losses utilities (including telecommunications services), external computer "hacker" attacks, and/or delays of common carrier.



7.10 Time of the Essence

Paymentus and Customer acknowledge and agree that time is of the essence for the completion of the Services to be performed and each party's respective obligations under this Agreement.

8 Indemnification

8.1 Paymentus Indemnification and Hold Harmless

Paymentus agrees to the fullest extent permitted by law, to indemnify and hold harmless the Customer and its governing officials, agents, employees, and attorneys (collectively, the "Customer Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Customer Indemnitee as a result or arising out of (i) the willful misconduct or negligence of Paymentus in performing the Services or (ii) a material breach by Paymentus of its covenants.

8.2 Customer Indemnification and Hold Harmless

Customer agrees to the fullest extent permitted by law, to indemnify and hold harmless Paymentus, its affiliates, officers, directors, stockholders, agents, employees, and representatives, (collectively, the "Paymentus Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including without limitation reasonable attorney's fees and expenses) incurred by any Paymentus Indemnitee as a result or arising out of (i) the willful misconduct or negligence of Customer related to the Services or (ii) a material breach of Customer's covenants.

8.3 Warranty Disclaimer

Except as expressly set forth in this Agreement, Paymentus disclaims all other representations or warranties, express or implied, made to the Customer or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement.

8.4 Limitation of Liability

Notwithstanding the foregoing, the parties agree that neither party shall be liable to the other for any lost profits, lost savings or other special, indirect or consequential damages, even if the party has been advised of or could have foreseen the possibility of such damages. Paymentus' total liability for damages for any and all actions associated with this Agreement or the Services shall in no event exceed the specific dollar amount of the Paymentus Service Fee paid to Paymentus for the particular payment transaction which is the subject matter of the claim of damage.



9 Term and Termination

9.1 Term

The term of this Agreement shall commence on the effective date of this Agreement and continue for a period of 3 (three) years ("Initial Term") from the Launch Date. Services under this Agreement shall begin within 30 days of the merchant account setup.

At the end of the Initial Term, this Agreement will automatically renew for successive one (1) year periods unless either Customer or Paymentus provide the other party with not less than 6 (six) months prior written notice before such automatic renewal date that such party elects not to automatically renew the term of this Agreement.

9.2 Material Breach

A material breach of this Agreement shall be cured within 90 (ninety) days ("Cure Period") after a party notifies the other of such breach. In the event, such material breach has not been cured within the Cure Period, the non-breaching party can terminate this Agreement by providing the other party with a 30 (thirty) days notice.

9.3 Upon Termination

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, Paymentus shall cease all Services being provided hereunder unless otherwise directed by the Customer in writing.



Schedule A – Paymentus Service Fee Schedule

Paymentus Service Fee charged to the Customer will be based on the following model:

Absorbed Fee Model	
-	Absorbed Model
□	Average Bill Amount: \$250.00
□	Paymentus Service Fee per qualified utility rate transaction
•	Credit/Debit Card \$2.50 (Visa, MasterCard , Discover utility Program Rate)
•	ACH/ eCheck \$1.50

Note: Maximum Amount per Payment is \$400. Multiple payments can be made.

Paymentus may apply different limits per transactions for user adoption or to mitigate risks.

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 Pool Building Façade Repair for the Recreation Department (Bid No. 007-17) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] After evaluation of the bid response(s) and additional discovery has revealed that it would be in the best interest of the City to change the Scope and Specifications of the project, and include additional work in the project; therefore, the recommendation is to reject all bid(s) for Bid No. 007-17.

Adopted on this 18th day of August, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk



MEMO

JUL 26 '17 PM4:33

To: Deborah Smith, Treasurer
From:
Daniel P. Ames, Purchasing Manager

Date: July 17, 2017

Re: Requesting City Council approve awarding Bid No. 007-17, Pool Building Façade Repair

The Recreation Department needs to acquire repairs to the pool building façade. An Invitation to Bid (ITB), Bid No. 007-17, Pool Building Façade Repair was issued on June 7, 2017, to multiple vendors. Responses were received until 9:00 AM, July 10, 2017. A bid tabulation and recommendation was composed (see attached). The Recommendation is to reject all bids.

Additional discovery on the project has revealed that it would be in the best interest of the City to change the Scope and Specifications of the project, and to include additional work in the project, such as, addressing a ventilation need in the building.

Please place on the next City Council Agenda this request to reject all bids for Bid No. 007-17, Pool Building Façade.

Cc: file

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Deborah A. Smith, CPA
City Treasurer

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

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Dan Ames

From: Richard Peterson
Sent: Friday, July 14, 2017 5:43 PM
To: Lisa A. Hanks, MMC; Dan Ames
Cc: Mayor Karin Wilson; Tom Kuhl; Lance Cabaniss
Subject: Bids for the repair of the Recreation (Pool) Building

Good Afternoon,

I apologize for not getting back to everyone sooner on the referenced bid. We felt some sticker shock with the bids, and wanted to try to validate what was being done and why it should cost so much. We looked at the fascia and soffit of the building where it has failed, or is in a state of disrepair, removed a couple of the interior liner panels to investigate the construction method and condition of the existing material and talked with Christin Faircloth, the design engineer for the replacement work. The results of this investigation has caused me to recommend we reject the one bid and look at redesign options where we should solicit more contractor participation and receive better pricing. Some of the issues that have brought us to this decision include:

1. The scope of work for this bid was to utilize the existing framing for the new fascia. It seems problematic that the framing can be salvaged because the screws are severely rusted, the gypsum sheathing / metal lath / stucco would have to be cut loose from each metal stud to salvage it and that seems impractical to me. There is a high chance a change order for added framing would be necessary to finish this work, which would increase the cost of this project.
2. The original design of the building (from what I am told) included air conditioning to maintain a low humidity in the air. The current building does not have any working humidity control features, and coupled with a disinfectant from the pool chemical feed requirements, there can be a corrosive atmosphere when the disinfectant (oxidant) is absorbed on wet surfaces from condensation of moisture in the air. This can be made worse where there is little air movement in places such as within the fascia that has failed. I believe we need to utilize this repair as an opportunity to increase air circulation either through fans with mechanical louvers in the end walls of the building or through some type of soffit ventilation system. We would not have any increased air ventilation with the current plan.

I have reached out to the building manufacturer to see if the shop drawings for this building are available and to solicit finish systems for the fascia that are lightweight and more functional. Plus, I think we can place the finish wall against the face of the building wall and use the overhang of the roof for ventilation. I have also spoken with the design engineer who concurs with the decision, based on the limited amount of information available to them while under design.

With the change of scope we propose for the repair deviating from the original scope of work that was bid in a significant way, we think rejecting the bids and having a revised plan to rebid this work is the proper course of action.

Please review this recommendation at your earliest opportunity. If you have any questions or comments, please reply to all so everyone is in the communication loop.

Thanks!

Richard

Richard Peterson, PE
City of Fairhope
555 South Section Street
P.O. Box 429
Fairhope, AL 36533

FMS

ENGINEERING, LLC

July 26, 2017

City of Fairhope Purchasing Dept.
Attn: Dan Ames
161 North Section St.
Fairhope, Alabama 36532

Subject: Bid Recommendation
COF Rec Center Pool Façade Repair
Bid No. 007-17
FMS Document No. 17018-BR-1r1

Mr. Ames:

The recommendation for the above referenced project is TO REJECT ALL BIDS.

If you have any questions or require additional information, please do not hesitate to contact me by email cfaircloth@fmsengineering.com or by phone (251) 450-2377.

Kindest Regards,



Cristin Faircloth, P.E.
FMS Engineering, LLC

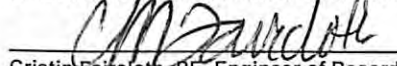
CITY OF FAIRHOPE
 Bid Tabulation and Recommendation
 Bid No : 007-17
 Bid NAME: Pool Building Façade Repair
 Bid OPENED: July 10, 2017 9:00 a.m. MONDAY

VENDORS		Sycamore Construction Inc (SMI) 2200 Highway 98 Suite 4 Daphne AL 36526										
Bid Response forms Executed / Signed /Notarized					yes							
Contactor License #		BCU4	H/RR-5		#39434							
Addenda Signed: 1					yes							
ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	Corrected TOTALS	Submitted Totals	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
PREPARATION												
1	Temporary Shoring and support for west Façade	2849	SF	\$5.86	\$16,695.14	\$16,200.00						
2	Removal of Fascia, Vapor Barrier, and Gypsum Board Sheathing	2849	SF	\$10.67	\$30,398.83	\$30,400.00						
3	Inspection of Underlying Building Structure	2849	SF	\$1.17	\$3,333.33	\$3,343.00						
MATERIALS & INSTALLATION												
8	Install Fiber Cement Panel System	2849	SF	\$24.31	\$69,259.19	\$69,264.00						
9	Dimensional Lumber (Blocking)	450	LF	\$8.00	\$3,600.00	\$3,600.00						
10	Structural Plywood	2849	SF	\$4.66	\$13,276.34	\$13,300.00						
11	Fasteners and Metal Hardware			\$4,200.00	\$4,200.00	\$4,200.00						
12	Repair and/or replace cold formed steel structural support	500	LF	\$11.20	\$5,600.00	\$5,600.00						
13	Add. Bracing needed to prevent future failures as needed	300	LF	\$13.30	\$3,990.00	\$4,000.00						
15	Hardy Wrap Flashing and Wrap Installation	2849	SF	\$6.31	\$17,977.19	\$18,000.00						
16	Prime and Paint w/Acrylic latex or oil based paint (incl. labor)	2849	SF	\$6.31	\$17,977.19	\$18,000.00						
BID TOTAL				***	\$186,307.21	\$ 185,907.00		\$0.00		\$0.00		\$0.00

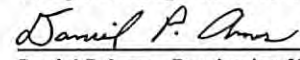
*** Total Bid amount has been corrected for multiplication and addition errors

Recommendation: REJECT ALL BIDS

 7/17/17
 Tom Kuhl, Director of Parks and Recreation

 7/25/17
 Cristin Faircloth, PE, Engineer of Record

To my knowledge this is an accurate Bid Tabulation

 7/17/2017
 Daniel P Ames, Purchasing Manager

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of Neel-Schaffer, Inc. to perform Design Engineering Services for Sidewalks Between U. S. 98 and County Road 13 (RFQ No. PS037-17); ALDOT TAP Grant No. TAPAA-TA17 (937); and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule; and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 14TH DAY OF AUGUST, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk



JUL 20 '17 PM4:37

Law

MEMO

To: Deborah Smith, Treasurer
From: *Daniel P. Ames*
Daniel P. Ames, Purchasing Manager

Date: July 17, 2017

Re: City Council approve fee schedule and not-to-exceed for RFQ No. PS037-17, Design Engineering Services for Sidewalks Between U.S. 98 and CR 13 (ALDOT TAP Grant No. TAPAA-TA17 (937))

The City needs to hire a professional engineering firm for RFQ No. PS037-17, Design Engineering Services for Sidewalks Between U.S. 98 and CR 13 (ALDOT TAP Grant No. TAPAA-TA17 (937)) Per our Procedure for Procuring Professional Services, Richard Peterson and I routed a short list from our prequalified professional service providers list, through the City Treasurer, to the Mayor. The Mayor selected Volkert, Inc., of Gulf Shores, for presentation to City Council to select the firm, and authorize the Mayor to negotiate a fee schedule. The Design Engineering for this project is not covered by the grant, and will be a cost to the City.

Please place on the next available City Council Agenda this request for City Council to select Neel-Schaffer, Inc. to perform Design Engineering Services for RFQ No. PS037-17, Design Engineering Services for Sidewalks Between U.S. 98 and CR 13 (ALDOT TAP Grant No. TAPAA-TA17 (937)), and authorize the Mayor to negotiate a fee schedule and not-to-exceed amount.

Cc: file

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOM

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Deborah A. Smith, CPA
City Treasurer

161 North Section Street

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Fairhope, Alabama 36533

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MEMO

To: Deborah Smith, Treasurer
From: Daniel P. Ames
Daniel P. Ames, Purchasing Manager

Date: July 17, 2017

Re: RFQ No. PS037-17, Design Engineering Services for Sidewalks Between U.S. 98 and CR13 for ALDOT TAP Grant No. TAPAA-TA17 (937).

The Public Works Department needs to hire a professional consulting firm for RFQ No. PS037-17, Design Engineering Services for Sidewalks Between U.S. 98 and CR13 for ALDOT TAP Grant No. TAPAA-TA17 (937).

Per our Procedure for Procuring Professional Services, Richard Peterson, Operations Director, and I are routing this short list through you, to the Mayor. Please move this procurement of professional services forward to the Mayor for selection of a professional service provider.

The purpose for hiring the company is to perform professional engineering services for the referenced project. The Design Engineering Services are not included in the grant, and must be paid by the City.

The procedure calls for us to route our recommendation through you, to the Mayor; and, if she approves, to City Council to approve the Mayor negotiating a fee schedule, and, after City Council approval of the fee schedule, approval to sign a contract.

[Mayor, please initial and date your selection] DATE: 7/17/17

DS

Volkert, Inc.
Contact: Andy James
Phone: 251- 968-7551
Gul Shores, AL

_____ / / _____ None. Submit another list

Cc: file

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of Mott MacDonald, LLC to perform Professional Engineering Services for MPO Downtown Traffic, Pedestrian Safety and Wayfinding Signage and Parking Study (RFQ No. PS039-17), and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule, and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 14TH DAY OF AUGUST, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk



MEMO

JUL 26 '17 PM 4:33

To: Deborah Smith, Treasurer
From: Daniel P. Ames
Daniel P. Ames, Purchasing Manager

Date: July 26, 2017

Re: RFQ No. PS039-17, Professional Engineering Services for MPO Downtown Traffic, Pedestrian Safety and Wayfinding Signage and Parking Study

The Public Works Department needs to hire a professional consulting firm for RFQ No. PS039-17, Professional Engineering Services for MPO Downtown Traffic, Pedestrian Safety and Wayfinding Signage and Parking Study. Per our Procedure for Procuring Professional Services, under Variants to Procedure, the Mayor exercised option #1. Sherry-Lea Botop, and I, routed a short list through you, to the Mayor. The Mayor chose Mott MacDonald, LLC., of Daphne, AL, from our Prequalified Professional Service Providers List, for the task.

The purpose for hiring the company is to perform engineering services required to conduct a study of downtown traffic, pedestrian safety and wayfinding signage, and parking.

Please move this procurement of professional services forward to the City Council to approve the selection of Mott MacDonald, LLC., of Daphne, AL, for Professional Engineering Services for RFQ No. PS039-17, Professional Engineering Services for MPO Downtown Traffic, Pedestrian Safety and Wayfinding Signage and Parking Study; and authorize the Mayor to negotiate a fee schedule, and establish a not-to-exceed limit with that firm.

Cc: file

- Karin Wilson
Mayor
- Council Members*
- Kevin G. Boone
- Robert A. Brown
- Jack Burrell, ACMO
- Jimmy Conyers
- Jay Robinson
- Lisa A. Hanks, MMC
City Clerk
- Deborah A. Smith, CPA
City Treasurer



MEMO

To: Deborah Smith, Treasurer
From: Daniel P. Ames
Daniel P. Ames, Purchasing Manager

Date: July 18, 2017

Re: RFQ No. PS039-17, Professional Engineering Services for MPO Downtown Traffic, Pedestrian Safety and Wayfinding Signage and Parking Study

The Public Works Department needs to hire a professional consulting firm for RFQ No. PS039-17, Professional Engineering Services for MPO Downtown Traffic, Pedestrian Safety and Wayfinding Signage and Parking Study. Per our Procedure for Procuring Professional Services, Please move this procurement of professional services forward to the Mayor for selection of a professional service provider.

The purpose for hiring the company is to perform engineering services required to conduct a study of downtown traffic, pedestrian safety and wayfinding signage, and parking.

[Mayor, please initial and date your selection]

- 7/25/17 Mott MacDonald, LLC
Daphne, AL
Contact: John Peterson
Phone: 251-626-5514
- _____ / / Goodwyn Mills Cawood
Fairhope, AL
Contact: Lee Walters
251-460-4006
- _____ / / Neel-Schaffer, Inc.
Fairhope, AL
Contact: J. Gorman Schaffer
Phone: 251-377-7332
- _____ / / Thompson Engineering, Inc..
Mobile, AL
Contact: Hillary Herbert
Phone: 251-666-2443
- _____ / / Volkert, Inc.
Foley, AL
Contact: Tim Patton
Phone: 251-709-2507
- _____ / / None of the above. Submit another list

Cc: file

- Karin Wilson
Mayor
- Council Members*
- Kevin G. Boone
- Robert A. Brown
- Jack Burrell, ACOMO
- Jimmy Conyers
- Jay Robinson
- Lisa A. Hanks, MMC
City Clerk
- Deborah A. Smith, CPA
City Treasurer

10 July 2017

RESOLUTION NO. 2804-17**A RESOLUTION OF THE FAIRHOPE CITY COUNCIL TO
CONTRIBUTE TO THE TWENTY (20%) LOCAL MATCH REQUIREMENT
FUNDING A DOWNTOWN TRAFFIC, PEDESTRIAN SAFETY AND
WAYFINDING SIGNAGE AND PARKING STUDY**

WHEREAS, the City of Fairhope is a member of the Eastern Shore Metropolitan Planning Organization (MPO) and desires to hire a consultant to complete a traffic diversion and calming, wayfinding signage, and parking study; and

WHEREAS, Federal law requires a twenty percent (20%) local match for projects utilizing Federal funds; and

WHEREAS, the estimated total Project cost is \$30,000.00; and

WHEREAS, the estimated local match for the Project is \$6,000.00; and

WHEREAS, the MPO requires a resolution from sponsoring local governments committing the sponsoring governments to providing the 20% local match for Project funds as set forth above.


NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, that the City Council request the Eastern Shore Metropolitan Planning Organization to fund the Project to hire a consultant to complete a traffic diversion and calming, wayfinding signage, and parking study and commits to provide the required local match of \$6,000.00; and authorizes Mayor Karin Wilson to execute the necessary documents for this project.

ADOPTED THIS 10TH DAY OF JULY, 2017



Karin Wilson, Mayor

ATTEST:



Lisa A. Nanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the Director of Golf is hereby authorized to establish the selling prices of food and beverages at the Quail Creek Snack Bar; and to establish the standard published daily green fees, cart fees, and range fees. This excludes annual members' dues; and to discount greens fees at his/her discretion during off-peak periods up to 40% without Council approval. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of Goodwyn Mills Cawood, Inc. to replace the HVAC Unit on Roof of Civic Center for RFQ No. PS040-17, and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule, and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 14TH DAY OF AUGUST, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk



MEMO

To: Deborah Smith, Treasurer

From: *Daniel P. Ames*
Daniel P. Ames, Purchasing Manager

Date: July 28, 2017

Re: RFQ No. PS040-17, Professional Engineering Services to Replace HVAC Unit on Roof of Civic Center

The Building Department needs to hire a professional engineering firm for **RFQ No. PS040-17, Engineering Services for Replacement of HVAC Unit at Civic Center.**

Per our Procedure for Procuring Professional Services, Richard Peterson, Director of Operations, and I routed a short list through you, to the Mayor to choose a firm to perform the Engineer of Record services for replacing a 30 ton HVAC unit with three (3) each, 10 ton units.

Per our Procedure for Procuring Professional Services, under Variants to Procedure, the Mayor exercised option #1, Goodwyn Mills & Cawood, of Fairhope, AL.

Please place on the next available City Council Agenda this request to select Goodwyn Mills & Cawood, of Fairhope, AL, for RFQ No. PS040-17, Professional Engineering Services to Replace HVAC Unit on Roof of Civic Center, and authorize the Mayor to negotiate a fee schedule and a not-to-exceed amount.

Cc: file

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Deborah A. Smith, CPA
City Treasurer

161 North Section Street

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Fairhope, Alabama 36533

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251-928-6776 Fax

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MEMO

To: Deborah Smith, Treasurer
From: *Daniel P. Ames*
Daniel P. Ames, Purchasing Manager

Date: July 20, 2017

Re: RFQ No. PS040-17, Professional Engineering Services to Replace HVAC Unit on Roof of Civic Center

The Building Department needs to hire a professional engineering firm for **RFQ No. PS040-17, Engineering Services for Replacement of HVAC Unit at Civic Center.**

Per our Procedure for Procuring Professional Services, Richard Peterson, Director of Operations, and I are routing this short list through you, to the Mayor. Please move this procurement of professional services forward to the Mayor for her choice of a professional service provider to perform the Engineer of Record services for replacing a 30 ton HVAC unit with three (3) each, 10 ton units, as we did before.

The short list is:

[Mayor, please initial and date your choice]

DA 8 / 19 / 17 Goodwyn, Mills & Cawood
Contact: Lee Walters
Phone: 251- 460-4006

_____ / / Neel-Schaffer, Inc.
Contact: John Murphy
Phone: 251-471-2000

_____ / / Hatch Mott MacDonald Alabama, LLC
Contact: John Peterson
Phone: 251-626-5514

_____ / / None. Submit another list

Cc: file

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Karin Wilson is hereby authorized to execute a contract with Keet Consulting Services, LLC, for RFQ No. PS026-17, Professional Consulting Services to Upgrade City's GIS with Online Mapping System, with a not to exceed amount of \$54,700.00 – (\$25,900.00 year 1, \$14,400.00 year 2, and \$14,400.00 year 3).

DULY ADOPTED THIS 14TH DAY OF AUGUST, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

JUL 27 '17 PM 12:11

Issuing Date 7/26/2017

Please return this Routing Sheet to Treasurer by

7/26/2017

Project Name: Approve on-call professional services to upgrade City's GIS with online mapping system RFQ PS026-17

Project Location: City Wide

Presented to City Council: 8/14/2017 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval: Cost: \$25,900.00 Year 1 Not to exceed
\$14,400.00 Year 2 Not to exceed
\$14,000.00 Year 3 Not to exceed

Providers: Keet Consulting Services LLC
Pelham, AL

Project Engineer: n/a

Order Date: _____ Lead Time: n/a

Department Funding This Project							
General xx	Gas	Electric	Water	Sewer	Gas Tax	Cap. Proj.	Impact

Division of General Fund Funding This Project							
Admin 10	XX	Police 15	Fire 20	Rec 25	Adult Rec 30	Street 35	Debt Service 85
San 40		Golf 50		Golf Grounds 55			

Expense Code: 001-10-50290 Revenue Code _____

Project will be: Expensed xx
 Capitalized _____

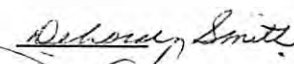
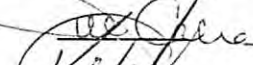
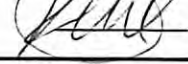
Project Financed By:
 Grant: _____ Federal - not to exceed amount
 _____ State
 _____ City

Project Budgeted: No

(Over) Under budget amount: _____

Bond: _____ Title _____ Year _____
 Loan: _____ Title _____ Year _____
 Capital Lease: _____ Payment _____ Term _____

Funding: Operating funds

City Council prior approval	<u>4/24/2017</u>	Request approved by City Treasurer	
Request received by City Treasurer	<u>7/26/2017</u>	Request approved by Finance Director	
Received by Finance Department	<u>7/26/17</u>	Request approved by Mayor	
Received by Mayor	<u>7/26/17</u>		

Contact Person: Jeff Montgomery / Wayne Dyess



MEMO

To: Deborah Smith, Treasurer
From: Daniel P. Ames
Daniel P. Ames, Purchasing Manager

Date: July 18, 2017

Re: RFQ No. PS026-17, On-Call Professional Services to Upgrade City's GIS with Online Mapping System

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Deborah A. Smith, CPA
City Treasurer

The Planning Department needs to hire a professional consulting firm for RFQ No. PS026-17, On-Call Professional Services to Upgrade City's GIS with Online Mapping System. Per our Procedure for Procuring Professional Services, under Variants to Procedure, the Mayor exercised option #1, to comply with time restrictions. Planning Director, Wayne Dyess, and I, routed a short list through you, to the Mayor. The Mayor chose Keet Consulting Services, LLC., of Pelham, AL, for the task.

The purpose for hiring the company is to perform consulting services required to upgrade our GIS system.

Per Resolution No. 2762-17, City Council selected Keet Consulting Services, LLC., of Pelham, AL, and authorized the Mayor to negotiate a fee schedule and not-to-exceed amount

Year 1 fees	\$25,900.00
Year 2 fees	\$14,400.00
Year 3 fees	<u>\$14,000.00</u>
Not-to-exceed	\$54,700.00

Please move this procurement of professional services forward to the City Council to approve the fee schedule and not-to-exceed amount of Fifty- Four Thousand Seven Hundred Dollars, for RFQ No. PS026-17, On-Call Professional Services to Upgrade City's GIS with Online Mapping System, and authorize the Mayor to execute the associated contract documents with Keet Consulting Services, LLC, of Pelham, AL.

Cc: file

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36553

251-928-2136

251-928-6776 Fax

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City of Fairhope RFQ PS026-17

Fee Schedule*

Description	Totals
ArcGIS Server (AGS) Hosting	\$11,900.00
Geodatabase Retrofit	\$5,000.00
Accelerated Starter Kit (ASK)	\$0.00
Support Services	\$9,000.00
Total (Year 1)	\$25,900.00
<i>Monthly Service Fee Totals</i>	<i>\$1,200.00</i>
<i>One-time Fee Totals</i>	<i>\$11,500.00</i>
Total (Year 2...)	\$14,400.00
<i>Monthly Service Fee Totals</i>	<i>\$1,200.00</i>

**Please refer back to each pricing section for specifics to cost breakdown and specifics. Pricing assumes that the City of Fairhope has the esri Standard Desktop License and support thru esri.*

Dan Ames

From: Bob Dooley <bdooley@kcsGIS.com>
Sent: Friday, July 14, 2017 9:30 AM
To: Jeff Montgomery
Cc: Dan Ames; Wayne Dyess; Ethan Southern
Subject: RE: esri DeskTop Software
Attachments: City of Fairhope RFQ PS026-17 Fee Schedule Rev 1.docx

Jeff,
I am also changing the email I sent to Wayne (included original email to Wayne below) and the changes/revision here:

Revision:

Wayne,

I have copied the Fee Schedule into this email for reference but will do my best to explain.

The "Not to Exceed" Price for the first year is: \$25,900.00
In Subsequent years, the "Not to Exceed" Price is: \$14,400.00*

The breakdown is as follows for year 1:

One-time fees:

The Geodatabase Retrofit and the Support Services from KCS are \$11,500.00.

Monthly Fees:

Monthly Service Fee from KCS is \$1,200.00 in advance (\$14,400.00 per year)

The City would pay KCS the one-time Fees of \$11,500 when we have completed the services. At that point, the monthly fee of \$1,200 in advance would start.
(If the City would rather pay for the one-time fee AND the monthly service on the front end, then \$25,900 would be due to KCS after we have completed the services).

Years 2 and 3:

For the second and 3rd year, the Not to Exceed Pricing would be \$14,400.00*.

*Not to Exceed pricing assumes that the City does not request additional services outside the scope of this project.

Best Regards,

Bob Dooley
Business Development Manager

Keet Consulting Services, LLC
2501 Meadowview Ln., Suite 202

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute a contract with International Code Council to perform On-Call Professional Consulting Services for Construction Plan Review for the Building Department (RFQ No. PS035-17), with a not to exceed \$40,000.00.

DULY ADOPTED THIS 14TH DAY OF AUGUST, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date 7/26/2017

Please return this Routing Sheet to Treasurer by

JUL 27 11:12:12 AM 7/26/2017
AMA

Project Name: Approve fee schedule and not-to-exceed amount for On-call professional consulting services for Construction Plan Review
Fees should be recovered during the building permit process RFQ No. 035-17

Project Location: Building Department

Presented to City Council: 8/16/2017 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval: Cost: \$40,000.00 Not to exceed
See attached fee schedule

Providers: International Code Council
Birmingham, AL

Project Engineer: n/a

Order Date: _____ Lead Time: n/a

Department Funding This Project							
General xx	Gas	Electric	Water	Sewer	Gas Tax	Cap, Proj.	Impact

Division of General Fund Funding This Project							
Admin 10_XX	Police 15	Fire 20	Rec 25	Adult Rec 30	Street 35	San 40	Debt Service 85
	Golf 50			Golf Grounds 55			

Expense Code: 001-10-50290 Revenue Code _____

Project will be: Expensed xx
 Capitalized _____

Project Financed By:
 Grant: _____ Federal - not to exceed amount
 _____ State
 _____ City

Project Budgeted: No

(Over) Under budget amount: _____

Bond: _____ Title _____ Year _____
 Loan: _____ Title _____ Year _____
 Capital Lease: _____ Payment _____ Term _____

Funding: Operating funds

City Council prior approval	<u>4/24/2017</u>	Request approved by City Treasurer	<i>Deborah Spith</i>
Request received by City Treasurer	<u>7/26/2017</u>	Request approved by Finance Director	<i>[Signature]</i>
Received by Finance Department	<i>[Signature]</i>	Request approved by Mayor	<i>[Signature]</i>
Received by Mayor	<u>7/26/17</u>		

Contact Person: Erik Cortinas



MEMO

To: Deborah Smith, Treasurer
From: *Daniel P. Ames*
Daniel P. Ames, Purchasing Manager

Date: July 26, 2017

Re: RFQ No. PS035-17, On-Call Professional Consulting Services for Construction Plan Review

The Building Department has requested hiring a professional firm for RFQ No. PS035-17, On-Call Professional Consulting Services for Construction Plan Review. Per our Procedure for Procuring Professional Services, under Variants to Procedure, the Mayor exercised option #1, choosing International Code Council, of Birmingham, AL.

Per Resolution No. 2789-17, City Council selected the referenced firm, and authorized the Mayor to negotiate a fee schedule and establish the not-to-exceed amount.

Please place on the next available City Council Agenda this request to approve the fee schedule and not-to-exceed amount of \$40,000.00, and to authorize the Mayor to sign the associated contract with International Code Council, of Birmingham, AL, for RFQ No. 035-17, On-Call Professional Consulting Services for Construction Plan Review.

Cc: file

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Deborah A. Smith, CPA
City Treasurer

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Fairhope, Alabama 36533

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Plan Review Services - Fee Schedule (August 15, 2015)

The Plan Review fee is based on the estimated construction value calculated in accordance with Square Foot Construction Costs Table (gross area x Square Foot Construction Cost). The table is printed with the Building Valuation Data – February 2015 which is located on the website at www.iccsafe.org/cs/Pages/BVD.aspx. For buildings with an estimated construction value up to \$3,000,000, the Building Plan Review fee is 0.0011 of the estimated value (\$250 minimum). For buildings with an estimated construction value over \$3,000,000 up to \$6,000,000, the fee is \$3,300 plus 0.0005 of the estimated value over \$3,000,000. For buildings over \$6,000,000, the fee is \$4,800 plus 0.00035 of the valuation over \$6,000,000.

Special consideration may be given in computing Plan Review fees for buildings such as large warehouses or indoor recreational facilities because of their plan review simplicity. Such considerations may also be given to buildings with repetitive floor plans such as high-rise buildings.

Structural Reviews in areas of high seismic or wind risk will have an additional surcharge. Please contact your local ICC district office for more details.

The Plan Review fee for Accessibility, Energy, Mechanical, Plumbing and Electrical Reviews are computed at 25 percent of the Building Plan Review fee for each discipline (\$250 minimum).

The Sprinkler Review fee is based on the number of sprinkler heads: 1-100, \$275; 101-200, \$325; 201-300, \$350; 301-400, \$375; 401-500, \$425; over 500, \$500 plus \$0.33 per sprinkler over 500. For hydraulically designed systems, multiply the fee by 2.

When sending in construction documents for a Plan Review, a cover letter or ICC Transmittal Form is required authorizing ICC to perform the review.

Sample Plan Review Calculation

Type of Construction: IIIB Height: 3 stories, 35 feet

Group: B Area/Floor: 12,000 sq. ft.

Solution:

1. Gross square footage: 3 stories x 12,000 square feet = 36,000 sq. ft.

2. Compute estimate construction value:
Square Foot Construction Costs = \$142.00/sq. ft.

Estimated Construction Value: 36,000 sq. ft. x 142.00/sq. ft. = \$5,112,000


3. Compute Building Plan Review fee:
\$3,000,000 x 0.0011 = \$3,300
\$5,112,000 - \$3,000,000 = \$2,112,000
\$2,112,600 x 0.0005 = \$1,056

Total Building Review fee = \$3,300 + \$1,056 = \$4,356

Accessibility, Energy, Mechanical, Plumbing and Electrical: (0.25)(\$4,306) = \$1,089 each

Questions concerning the service should be directed to David Hunter, Director of Sales, Technical Services, 1-888-ICC-SAFE (422-7233), ext. 5577.

FEE SCHEDULE APPROVED
BY MAYOR

 7/25/17

Square Foot Construction Costs ^{a, b, c, d}

Group (2012 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	229.03	221.51	216.10	207.06	194.68	189.07	200.10	177.95	171.21
A-1 Assembly, theaters, without stage	209.87	202.35	196.94	187.90	175.62	170.01	180.94	158.89	152.15
A-2 Assembly, nightclubs	177.89	172.85	168.07	161.49	151.98	147.78	155.80	137.68	132.99
A-2 Assembly, restaurants, bars, banquet halls	176.89	171.85	166.07	160.49	149.98	146.78	154.80	135.68	131.99
A-3 Assembly, churches	211.95	204.43	199.02	189.98	177.95	172.34	183.02	161.22	154.48
A-3 Assembly, general, community halls, libraries, museums	176.88	169.36	162.95	154.91	141.73	137.12	147.95	125.00	119.26
A-4 Assembly, arenas	208.87	201.35	194.94	186.90	173.62	169.01	179.94	156.89	151.15
B Business	182.89	176.17	170.32	161.88	147.55	142.00	155.49	129.49	123.76
E Educational	192.29	185.47	180.15	172.12	160.72	152.55	166.18	140.46	136.18
F-1 Factory and industrial, moderate hazard	108.98	103.99	97.83	94.17	84.37	80.56	90.16	69.50	65.44
F-2 Factory and industrial, low hazard	107.98	102.99	97.83	93.17	84.37	79.56	89.16	69.50	64.44
H-1 High Hazard, explosives	102.01	97.02	91.86	87.20	78.60	73.79	83.19	63.73	N.P.
H234 High Hazard	102.01	97.02	91.86	87.20	78.60	73.79	83.19	63.73	58.67
H-5 HPM	182.89	176.17	170.32	161.88	147.55	142.00	155.49	129.49	123.76
I-1 Institutional, supervised environment	182.53	175.88	170.97	162.73	150.55	146.48	162.73	135.02	130.72
I-2 Institutional, hospitals	308.50	301.79	295.93	287.50	272.14	N.P.	281.10	254.09	N.P.
I-2 Institutional, nursing homes	213.56	206.85	200.99	192.56	179.22	N.P.	186.16	161.17	N.P.
I-3 Institutional, restrained	208.37	201.66	195.80	187.37	174.54	167.98	180.97	156.48	148.74
I-4 Institutional, day care facilities	182.53	175.88	170.97	162.73	150.55	146.48	162.73	135.02	130.72
M Mercantile	132.61	127.57	121.79	116.21	106.35	103.15	110.52	92.05	88.36
R-1 Residential, hotels	184.11	177.46	172.55	164.31	152.38	148.31	164.31	136.85	132.55
R-2 Residential, multiple family	154.38	147.73	142.82	134.58	123.25	119.18	134.58	107.72	103.42
R-3 Residential, one- and two-family	143.93	139.97	136.51	132.83	127.95	124.61	130.57	119.73	112.65
R-4 Residential, care/assisted living facilities	182.53	175.88	170.97	162.73	150.55	146.48	162.73	135.02	130.72
S-1 Storage, moderate hazard	101.01	96.02	89.86	86.20	76.60	72.79	82.19	61.73	57.67
S-2 Storage, low hazard	100.01	95.02	89.86	85.20	76.60	71.79	81.19	61.73	56.67
U Utility, miscellaneous	77.82	73.48	69.04	65.52	59.23	55.31	62.58	46.83	44.63

- a. Private Garages use Utility, miscellaneous
- b. Unfinished basements (all use group) = \$15.00 per sq. ft.
- c. For shell only buildings deduct 20 percent
- d. N.P. = not permitted

Dan Ames

From: Erik Cortinas
Sent: Monday, June 26, 2017 1:35 PM
To: Dan Ames
Cc: Deborah Smith
Subject: Request for 7/10 City Council agenda

I would like to request as Not To Exceed approval for \$40,000 for construction plan reviews from the International Code Council for the rest of the 2017 calendar year. These fees are covered by Plan Review fees that are collected with every building permit so the funding for these reviews are essentially paid by the applicant. I am requesting this approval so that I don't have to bring each individual project before the Council for approval. Based on the First Baptist Church review that was approved in May, we were delayed 3 weeks in submitting the plans to the ICC for review starting from the date the architect brought the plans to the Building Dept until we received Council approval to submit the plans for review. Requesting this in advance will allow the City to simply issue a PO to the ICC and submit the plans as soon as we get them.

We have the following large scale commercial construction projects that we anticipate either will or may submit before the end of 2017:

- Grand Hotel- Conference Center renovation
- Grand Hotel- Spa Building renovation
- Grand Hotel- 3rd building renovation (not sure which building yet)
- 3 Circles Church- existing building renovation
- 3 Circles Church- new 1200 seat sanctuary
- Medical Office Bldg- corner of Greeno Rd and Twin Beech Rd
- Portico Project- Fairhope Avenue
- Joan Moore Bldg- across from City Hall
- Commercial office building- Ecor Rouge Shopping Center (Agave parking lot area)

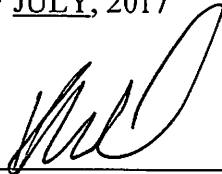
Respectfully,
Erik Cortinas, CBO, LEED AP
Building Official
City of Fairhope, Alabama
(251) 990-0141
erikc@fairhopeal.gov

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RESOLUTION NO. 2789-17

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of International Code Council to perform On-Call Professional Consulting Services for Construction Plan Review for the Building Department (RFQ No. PS035-17), and hereby authorizes Mayor Karin Wilson to establish a fee schedule; and establish a not-to-exceed limit of \$40,000.00.

DULY ADOPTED THIS 10TH DAY OF JULY, 2017



Karin Wilson, Mayor

Attest:



Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

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

[1] That the City of Fairhope did request, receive, and open bids for Painting Roof of Fire Station No. 1 for the Fire Department (Bid Number 019-17) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for
Painting Roof of Fire Station No. 1
for the Fire Department

[3] After evaluating the bid proposals with the required bid specifications, Domoni Inc., with the total bid proposal of \$17,541.60 is now awarded the bid for Painting Roof of Fire Station No. 1 for the Fire Department.

Adopted on this 14th day of August, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date 8/7/2017

Please return this Routing Sheet to Treasurer by

8/7/2017

Project Name: Award Bid No. 019-17 Painting Roof of Fire Station No. 1

Project Location: Fire Dept.

Presented to City Council: 8/14/2017 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval: Cost: \$17,541.60

Providers: Domoni, Inc., dba CERTAPRO Painters
Daphne, AL

Project Engineer: n/a

Order Date: _____ Lead Time: _____

Department Funding This Project							
General xx	Gas	Electric	Water	Sewer	Gas Tax	Cap. Proj.	Impact

Division of General Fund Funding This Project							
Admin 10	Police 15	Fire 20	XX	Rec 25	Adult Rec 30	Street 35	Debt Service 85
	San 40		Golf 50		Golf Grounds 55		

Expense Code: 001-20-50360 Revenue Code _____

Project will be: Expensed xx
 Capitalized _____

Project Financed By:
Grant: _____ Federal - not to exceed amount
 _____ State
 _____ City

Project Budgeted: \$17,511.00

(Over) Under budget amount: (\$30.60)

Bond: _____ Title _____ Year _____
Loan: _____ Title _____ Year _____
Capital Lease: _____ Payment _____ Term _____

Funding: Operating funds

City Council prior approval	<u>4/24/2017</u>	
Request received by City Treasurer	<u>8/7/2017</u>	Request approved by City Treasurer <u>Deborah Smith</u>
Received by Finance Department	<u>8/9/17</u>	Request approved by Finance Director <u>[Signature]</u>
Received by Mayor	<u>8/8/17</u>	Request approved by Mayor <u>[Signature]</u>

Contact Person: John Saraceno



MEMO

To: Deborah Smith, Treasurer

From: *Daniel P. Ames*
Daniel P. Ames, Purchasing Manager

Date: August 3, 2017

Re: Requesting City Council approve awarding Bid No. 019-17, Painting Roof of Fire Station No. 1

The Fire Department needs to have the roof of Fire Station No. 1 painted. An Invitation to Bid (ITB), Bid No. 019-17, Painting Roof of Fire Station No. 1 was issued on July 7, 2017, to multiple vendors. Responses were received until 9:00 AM, July 20, 2017. A bid tabulation and recommendation was composed (see attached). The Recommendation is to award Bid No. 019-17, Painting Roof of Fire Station No. 1 to Domoni Inc., dba CertaPro Painters, Inc., of Daphne, AL. in the bid amount of Seventeen Thousand Five Hundred Forty One Dollars and Sixty Cents (\$17,541.60).

Please place on the next City Council Agenda this request to award Bid No. 019-17, Painting Roof of Fire Station No., to Domoni Inc., dba CertaPro Painters, Inc., of Daphne, AL, in the bid amount of \$17,541.60.

Cc: file

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Deborah A. Smith, CPA
City Treasurer

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36553

251-928-2136

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CITY OF FAIRHOPE

BID TAB AND RECOMMENDATION

BID NO: 019-17


BID NAME: PAINTING ROOF OF FIRE STATION #1

BID OPENED: JULY 20, 2017 at 9:00 A.M.

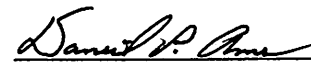
Note: Bid Bond 5% (not required on less than \$10,000)

VENDOR	Bid Proposal Executed / Signed / Notarized	BID BOND	Addenda 1	BID AMOUNT
Domoni Inc. dba CERTAPRO Painters	yes	yes ck	yes	\$17,541.60
HAWKINS B THOMAS				No Response
PRO 1 PAINTERS, LLC				No Response
PITTSBURG TANK & TOWER MAINTENANCE CO. INC				No Response
SYCAMORE CONSTRUCTION, INC.				No Response
RYAN BENSON				No Response
BAY AREA HOME IMPROVEMENT				No Response
THE GARLAND COMPANY, INC				No Response
INS CONSTRUCTION				No Response
ALL-SOUTH SUBCONTRACTORS, INC.				No Response
MID-WESTERN COMMERCIAL ROOFERS, INC.				No Response
THOMAS ROOFING				No Response
WEATHERSEAL COATINGS				No Response
SUNSET ENGINEERING SYSTEMS				No Response
ULTRA COATINGS AND WATERPROOFING, INC.				No Response
DURABALE COATINGS				No Response
5-STAR ROOFING AND RESTORATION, LLC				No Response
UNIFLEX ROOFING SYSTEMS				No Response

RECOMMENDATION: Award to Domoni Inc. dba CERTAPRO Painters in the amount of \$17,541.60


 _____ 08/03/2017
 John Saraceno
 Fire Station Maintenance Superintendent

To my knowledge this is an accurate bid tabulation.


 _____ 08/03/17
 Daniel P. Ames
 Purchasing Manager

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 Equipment for Outfitting Five (5) Police Department Vehicles (Bid Number 021-17) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for
Equipment for Outfitting Five Police Department Vehicles

[3] After evaluating the bid proposals with the required bid specifications, Emergency Lighting by Haynes with the total bid proposal of \$6,475.00 for Python III FS Dash Mounted Radar System; and DANA Safety Supply for all other items per attached schedule with the total bid proposal of \$18,740.28, are now awarded the bid for Equipment for Outfitting Five (5) Police Department Vehicles.

Adopted on this 14th day of August, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date 8/7/2017

Please return this Routing Sheet to Treasurer by

AUG 07 2017 PM 2:05
Z/4

Project Name: Award Bid No. 021-17 Equipment for outfitting of 5 ea. Police Dept. Vehicles

Project Location: Police Department

Presented to City Council: 8/14/2017 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval: Cost: \$6,475.00 Python III FS Dash Mounted radar system
\$18,740.28 All other items per attached schedule

Providers: Emergency Lighting by Haynes, Robertsdale, AL
DANA Safety Supply, Tampa, FL

Project Engineer: n/a

Order Date: _____ Lead Time: _____

Department Funding This Project							
General xx	Gas	Electric	Water	Sewer	Gas Tax	Cap. Proj.	Impact

Division of General Fund Funding This Project							
Admin 10	Police 15	XX	Fire 20	Rec 25	Adult Rec 30	Street 35	
San 40			Golf 50		Golf Grounds 55		Debt Service 85

Expense Code: 001-15-50470 Revenue Code _____

Project will be: Expensed xx
Capitalized _____


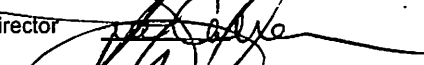

Project Financed By:
Grant: _____ Federal - not to exceed amount
_____ State
_____ City

Project Budgeted: \$60,744.05 remaining

(Over) Under budget amount: \$35,528.77

Bond: _____ Title _____ Year _____
Loan: _____ Title _____ Year _____
Capital Lease: _____ Payment _____ Term _____

Funding: Operating funds

City Council prior approval	<u>4/24/2017</u>	Request approved by City Treasurer	
Request received by City Treasurer	<u>8/7/2017</u>	Request approved by Finance Director	
Received by Finance Department	<u>8/9/17</u>	Request approved by Mayor	
Received by Mayor	<u>8/8/17</u>		

Contact Person: Chief Petties



MEMO

To: Deborah Smith, Treasurer

From: Delores A Brandt
Delores A. Brandt, Purchasing clerk

Date: August 7, 2017

Re: Requesting City Council approve awarding Bid No. 021-17 Equipment for Outfitting 5 PD Vehicles

The Police Department needs to acquire a Vendor for Bid No. 021-17 Equipment for Outfitting 5 PD Vehicles, which was issued on July 25, 2017, to multiple vendors, and properly advertised. Responses were received until 9:00 a.m., Wednesday, August 2, 2017. A bid tabulation and recommendation was composed (see attached). The Police Department, requests that the bid be awarded to 2 vendors:

- (1) **EMERGENCY LIGHTING BY HAYNES** in the amount totaling SIX THOUSAND FOUR HUNDRED SEVENTY-FIVE DOLLARS (\$6,475.00); and
- (2) **DANA SAFETY SUPPLY INC.** in the amount of EIGHTEEN THOUSAND SEVEN HUNDRED FORTY DOLLARS AND TWENTY-EIGHT CENTS (\$18,740.28) as the lowest responsive and responsible bidders.

Please place on the next City Council Agenda this request to award Bid No. 021-17, Equipment for Outfitting 5 PD Vehicles, to Emergency Lighting by Haynes in the amount of SIX THOUSAND FOUR HUNDRED SEVENTY-FIVE DOLLARS (\$6,475.00) and DANA Safety Supply, Inc., in the amount of EIGHTEEN THOUSAND SEVEN HUNDRED FORTY DOLLARS AND TWENTY-EIGHT CENTS (\$18,740.28)

Cc: file

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

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Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Deborah A. Smith, CPA
City Treasurer

CITY OF FAIRHOPE

BID TABULATION AND RECOMMENDATION

BID NO: 021-17

BID NAME: Equipment for Outfitting 5 Police Vehicles

Date Bid Issued: JULY 25, 2017

Date Bid Opened: AUGUST 2, 2017-9:00 am

Bid Bond Waived

VENDOR: EMERGENCY LIGHTING BY HAYNES (21955 Hibbling Lane, Robertsdale, AL)

ITEM #	ARO DAYS	yes	MANUFACTURER	Number of Items	Price per unit	Extended price
	Non-Collusion/ proposal/Proposal Executed /Signed /Notarized	yes				
	ARO DAYS	31				
1	Setina 1OVS/RP 3-Piece Horizontal Self-Locking Sliding Center SUV Partition with Lower Ext. Panel		Pro-Gard PSSP5704T715A	5	\$594.00	\$2,970.00
2	#GK10301S1USVSCA		Pro-Gard GVPMS7150-H	4	\$349.00	\$1,396.00
3	Setina #12 VS Rear Cargo Partition with Expanded Metal, Vinyl Coated		Pro-Gard B5705T15	5	\$339.00	\$1,695.00
4	Federal 51" Integrity LED Light Bar with Alley Lights, Takedown Lights with Rear Amber Traffic Advisor Bar and Full Front Flood and All Mounting Hardware, Color: Blue		Whelen 6 B25P33 54" Legacy Duo Bar Pkg Includes	4	\$2,204.00	\$8,816.00
5	Federal #SSP2000B Smart Siren/Controller		Whelen CCRN3	4	included	
6	Federal ES10OC Dyna-Max 100 Watt Speaker with Bracket		Whelen SA31501 SAK63bkt	4	included	
7	Superior Signal SYFLAT6B LED (Running Boards)		Whelen TLTB	20	\$66.00	\$1,320.00
8	Whacker WT-LH81BB 2 each side rear windows		Whelen WIONB	20	\$70.00	\$1,400.00
9	Whacker "L" Brackets for WT-LH81		included	20	included	
10	Sound Off#ETHTAH0-07+ Plug & Play Headlight Flasher		Sound off THTAHO-07	3	\$50.00	\$150.00
11	Sho/Me #14.0553 3-Accessory Outlets		American Technology 12V3	4	\$8.50	\$34.00
12	Star #274-DLXT-6-RL License Plate Mount Bracket		Whelen WIONBKT1	5	\$16.00	\$80.00
13	Star #DLX-6B Versa Star LED Grille Module Light with Black Bezel Color: Blue		Whelen WIONB	20	\$70.00	\$1,400.00
14	Federal MPS600-U-BB Microplus LED Light Heads (6-LED's per Head) Rear Spoiler Kit complete with MPMS6-TARS Installation Kit 2016 Tahoe		Whelen CELS45	5 (pr)	\$500.00	\$2,500.00
15	HAVIS C-1810 Console's with Tahoe Tunnel Mount with Base, Accessory Pocket, Arm Rest Cup Holder and All Hardware and Face Plates		HAVIS C-1810, C-TMN 03 C-AP0045, C-ap-0045, acv102	5	\$476.00	\$2,380.00
16	Havis C-HDM-204 Computer Stand with Heavy Duty Swing Arm C-MD-102 and C-3090 Universal Laptop Tray		HAVIS-C-HDM-204, MD-102, C-3090	5	\$434.00	\$2,170.00
17	Havis C-MC Radio mic clip		HAVIS C-MC	10	\$8.00	\$80.00
18	Havis C-MCB Radio mic clip bracket		HAVIS C-MCB	10	\$10.00	\$100.00
19	American Aluminum SUV Tahoe Law Enforcement Storage Vault with two drawers, Dividers & Slide Out Tray and All Mounting Hardware		AMERICAN ALUMINUM EZ SUV Vault	5	\$1,840.00	\$9,200.00
20	Python III FS dash mounted radar system with front and rear antenna		MPH Python III	5	\$1,295.00	\$6,475.00

VENDOR: DANA SAFETY SUPPLY INC.M 3810 W. Osborn Av, Tampa, FL 33614

ITEM #	ARO DAYS	yes	MANUFACTURER	Number of Items	Price per unit	Extended price
	Non-Collusion/ proposal/Proposal Executed /Signed /Notarized	yes				
	ARO DAYS	30				
1	Setina 1OVS/RP 3-Piece Horizontal Self-Locking Sliding Center SUV Partition with Lower Ext. Panel		SETINA	5	\$ 530.52	\$ 2,652.60
2	#GK10301S1USVSCA		SETINA	4	\$ 258.96	\$ 1,035.84
3	Setina #12 VS Rear Cargo Partition with Expanded Metal, Vinyl Coated		SETINA	5	\$ 273.96	\$ 1,369.80
4	Federal 51" Integrity LED Light Bar with Alley Lights, Takedown Lights with Rear Amber Traffic Advisor Bar and Full Front Flood and All Mounting Hardware, Color: Blue		NO BID	4		NO BID
5	Federal #SSP2000B Smart Siren/Controller		NO BID	4		NO BID
6	Federal ES10OC Dyna-Max 100 Watt Speaker with Bracket		NO BID	4		NO BID
7	Superior Signal SYFLAT6B LED (Running Boards)		SUPERIOR SIGNAL	20	\$ 54.95	\$ 1,099.00
8	Whacker WT-LH81BB 2 each side rear windows		NO BID	20		NO BID
9	Whacker "L" Brackets for WT-LH81		NO BID	20		NO BID
10	Sound Off#ETHTAH0-07+ Plug & Play Headlight Flasher		SOUND-OFF	3	\$ 46.84	\$ 140.52
11	Sho/Me #14.0553 3-Accessory Outlets		SHO-ME	4	\$ 18.33	\$ 73.32
12	Star #274-DLXT-6-RL License Plate Mount Bracket		STAR	5	\$ 13.09	\$ 65.45
13	Star #DLX-6B Versa Star LED Grille Module Light with Black Bezel Color: Blue		STAR	20	\$ 59.00	\$ 1,180.00
14	Federal MPS600-U-BB Microplus LED Light Heads (6-LED's per Head) Rear Spoiler Kit complete with MPMS6-TARS Installation Kit 2016 Tahoe		NO BID	5 pr		NO BID
15	HAVIS C-1810 Console's with Tahoe Tunnel Mount with Base, Accessory Pocket, Arm Rest Cup Holder and All Hardware and Face Plates		HAVIS	5	\$ 383.05	\$ 1,915.25
16	Havis C-HDM-204 Computer Stand with Heavy Duty Swing Arm C-MD-102 and C-3090 Universal Laptop Tray		HAVIS	5	\$ 388.04	\$ 1,940.20
17	Havis C-MC Radio mic clip		HAVIS	10	\$ 7.17	\$ 71.70
18	Havis C-MCB Radio mic clip bracket		HAVIS	10	\$ 9.99	\$ 99.90
19	Slide Out Tray and All Mounting Hardware		AMERICAN ALUMINIUM	5	\$ 1,419.34	\$ 7,096.70
20	Python III FS dash mounted radar system with front and rear antenna		NO BID	5		NO BID

Recommendation:

AWARD line item 20 to EMERGENCY LIGHTING BY HAYNES in the amount listed in their Bid Response, totaling \$6,475

AWARD line items 1-3, 7,10-13 and 15-19 to DANA SAFETY SUPPLY INC. In the amounts listed in their Bid Response, totaling \$18,740.28

Joseph H. Pettes 08/03-2017
Joseph Pettes, Chief of Police

To my knowledge this is an accurate Bid Tabulation.
Daniel P. Ames 8/3/2017
Daniel P Ames, Purchasing Manager

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 Printing of Calendar 2017 for the Economic and Community Development Department (Bid Number 023-17) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for
Printing of Calendar 2017 for the
Economic and Community Development Department

[3] After evaluating the bid proposals with the required bid specifications, Calagaz Photo Supply d/b/a Calagaz Printing, with the bid amounts on the attached Bid Tabulation and Recommendation: (not to exceed Unit Cost \$0.36 each of 2,000 copies) is now awarded the bid for Printing of Calendar 2017 for the Economic and Community Development Department.

Adopted on this 14th day of August, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date 8/7/2017

Please return this Routing Sheet to Treasurer by

AUG 8 '17 PM 2:06
8/7/2017
ZHW

Project Name: Award Bid No. 023-17 Printing of Calendar 2017

Project Location: City Hall

Presented to City Council: 8/14/2017 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval: Cost: Not to exceed Unit Cost 0.36 x 2000 copies

Providers: Calagaz Photo Supply, dba Calagaz Printing
Mobile, AL

Project Engineer: n/a

Order Date: _____ Lead Time: _____

Department Funding This Project							
General xx	Gas	Electric	Water	Sewer	Gas Tax	Cap. Proj.	Impact

Division of General Fund Funding This Project							
Admin 10	XX	Police 15	Fire 20	Rec 25	Adult Rec 30	Street 35	Debt Service 85
San 40		Golf 50		Golf Grounds 55			

Expense Code: xxx-xx-50490 Revenue Code _____
Community Development

Project will be: Expensed xx Project Financed By:
 Capitalized _____ Grant: _____ Federal - not to exceed amount
 Project Budgeted: No _____ State
 _____ City

(Over) Under budget amount: _____ Bond: _____ Title _____ Year _____
 Loan: _____ Title _____ Year _____
 Funding: Operating funds Capital Lease: _____ Payment _____ Term _____

City Council prior approval	<u>4/24/2017</u>	
Request received by City Treasurer	<u>8/7/2017</u>	Request approved by City Treasurer <i>Deborah Smith</i>
Received by Finance Department	<u>8/9/17</u>	Request approved by Finance Director <i>[Signature]</i>
Received by Mayor	<u>8/8/17</u>	Request approved by Mayor <i>[Signature]</i>

Contact Person: Sherry Lea-Botop



MEMO

To: Deborah Smith, Treasurer
From: *Daniel P. Ames*
Daniel P. Ames, Purchasing Manager

Date: August 4, 2017

Re: Requesting City Council approve awarding Bid No. 023-17, Printing of Calendar 2017

The City needs to have City Calendars printed. An Invitation to Bid (ITB), Bid No. 023-17, Printing of Calendar 2017, was issued on July 14, 2017, to multiple vendors. Responses were received until 9:00 AM, August 1, 2017. A bid tabulation and recommendation was composed (see attached). The Recommendation is to award Bid No. 023-17, Printing of Calendar 2017 to Calagaz Photo Supply dba Calagaz Printing, of Mobile, AL. in the bid amounts listed on the attached Bid Tabulation and Recommendation.

Please place on the next City Council Agenda this request to award Bid No. 023-17, Printing of Calendar 2017, to Calagaz Photo Supply dba Calagaz Printing, of Mobile, AL, in the bid amounts listed on the attached Bid Tabulation and Recommendation.

Cc: file

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Deborah A. Smith, CPA
City Treasurer

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36553

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper

City of Fairhope
 BID TABULATION AND RECOMMENDATION
 BID POSTED: July 14, 2017
 BID NO: 023-17
 BID NAME: Printing fo Calendar 2017
 BID OPENED: August 1, 2017 at 9:00 A.M. Tuesday
 Note: Bid Bond 5% (not required on less than \$10,000)

VENDOR	Bid Proposal Executed / Signed / Notarized	Addenda 1 & 2 signed	number of copies	Bid Price Per Copy (non-recycled paper)	Bid Price PER Copy for Recycled paper	Folded price per copy (non- recycled paper)	Folded price per copy (recycled paper)
Bay Graphics, Inc. dba Nail Printing	YES	YES	1 to 1000	\$ 0.550	\$ 0.550	\$.045 (\$.55+\$.045=\$.595)	\$.045 (\$.55+\$.045=\$.595)
			1001 to 1500	\$ 0.475	\$ 0.475	\$.0375 (\$.475+\$.0375=\$.5125)	\$.0375 (\$.475+\$.0375=\$.5125)
			1501 to 2000	\$ 0.390	\$ 0.390	\$.03 (\$.39+\$.03=\$.41)	\$.03 (\$.39+\$.03=\$.41)
Calagaz Photo Supply dba Calagaz Printing	yes	yes	1 to 1000	\$ 0.510	\$ 0.570	\$ 0.550	\$ 0.590
			1001 to 1500	\$ 0.480	\$ 0.540	\$ 0.530	\$ 0.570
			1501 to 2000	\$ 0.330	\$ 0.350	\$ 0.350	\$ 0.360
Rocky Heights Print and Binding, LLC	yes	yes	1 to 1000	\$ 0.500	\$ 0.600	\$ 0.500	\$ 0.600
			1001 to 1500	\$ 0.470	\$ 0.560	\$ 0.470	\$ 0.560
			1501 to 2000	\$ 0.460	\$ 0.550	\$ 0.460	\$ 0.550
Underwood Printing	no	no	1 to 1000				Non responsive submittal
			1001 to 1500				
			1501 to 2000				
Interstate Inc.	no	yes	1 to 1000				Non responsive submittal
			1001 to 1500				
			1501 to 2000				

2K

Recommendation: Award Bid to Calagaz Photo Supply dba Calagaz Printing in the amounts listed in their Bid Response.

To my knowledge, this is an accurate Bid Tabulation.

Daniel P. Ames 8/1/2017
 Daniel P. Ames
 Purchasing Manager

Sherry- Lea Botop 8/2/17
 Director of Community Activities
 Econ 3 Comm Dev
 Director

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to purchase One (1) One Way Phase over Phase Type G 46 kV Gang Switch for the Electric Department; and authorizes procurement without formal bid based on the option allowed by the Code of Alabama 1975, Section 41-16-51(b)(7). The cost will be \$15,416.00.

Adopted on this 14th day of August, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

[Handwritten Signature]

Issuing Date 7/27/2017

Please return this Routing Sheet to Treasurer by

7/27/2017

Project Name: Purchase 1 ea. one way phase over phase type G 46 kV gang switch

Project Location: Electric System

Presented to City Council: 8/14/2017 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval: Cost: \$15,416.00 Includes freight _____

Providers: Gresco Utility Supply Inc.
Dothan, AL

Project Engineer: n/a

Order Date: _____ Lead Time: 4 - 6 weeks ARO

Department Funding This Project							
General	Gas	Electric	Water	Sewer	Gas Tax	Cap. Proj.	Impact
		xx					

Division of General Fund Funding This Project							
Admin 10	Police 15	Fire 20	Rec 25	Adult Rec 30	Street 35	Golf 50	Debt Service 85

Expense Code: 003-14015 Revenue Code _____

Project will be: Expensed _____ Project Financed By: _____
 Capitalized xx Grant: _____ Federal - not to exceed amount
 Project Budgeted: \$16,000.00 _____ State
 _____ City

(Over) Under budget amount: \$584.00 Bond: _____ Title _____ Year _____
 Loan: _____ Title _____ Year _____
 Funding: Operating funds Capital Lease: _____ Payment _____ Term _____

City Council prior approval <u>4/24/2017</u>	Request approved by City Treasurer <u><i>[Signature]</i></u>
Request received by City Treasurer <u>7/27/2017</u>	Request approved by Finance Director <u><i>[Signature]</i></u>
Received by Finance Department <u>7/27/17</u>	Request approved by Mayor <u><i>[Signature]</i></u>
Received by Mayor <u>7/3/17</u>	

Contact Person: Joe Wolchina



MEMO

To: Deborah Smith, Treasurer
From: *Daniel P. Ames*
Daniel P. Ames, Purchasing Manager

Date: July 26, 2017

Re: City Council approval for procuring 46 kV gang switch for the Electric Department

The Electric Department needs a 46 kV gang switch. The procurement of these items is allowed without formal bid by Code of Alabama 1975, Section 41-16-51(b)(7). Quotes were obtained (see attached).

The Electric Department recommends the lowest quotation be approved, at a total cost of Fifteen Thousand Four Hundred Sixteen Dollars (\$15,416.00). This is over the \$10,000 limit for City Council approval of budgeted items. The vendor is Gresco Utility Supply, Inc., of Dothan, AL. See attached quotations.

Lead time: 4-6 Weeks, ARO (after receipt of order)

Please compose, and have approved, a greensheet for this procurement, and move this request forward for City Council approval to procure a budgeted, 46 kV gang switch, from Gresco Utility Supply, Inc., of Dothan, AL, in the amount of \$15,416.00.

Cc: file

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Deborah A. Smith, CPA
City Treasurer

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper

GRESKO QUOTE

Quotation



Prepared for:
GRESKO
Attn: Quincy Wells
602 E. Marion Street

Quotation Date: 21-Jul-17
Expiration Date: 20-Aug-17

Customer RFQ: GRE1394
SEECO Qto Nbr: 1121394

Reynolds GA
U.S.A. 31076

Credit Terms: Net 10 Days
Freight: Prepay and Add
FOB: Shipping Point

Phone Number: 912-847-3421
Fax Number: 912-847-4324

Shipment: 04 - 06 Weeks ADA
Drawings: 03 - 04 Weeks ARO

We are pleased to offer the following:

Item	Product Description	Quantity	UOM	Unit Price	Extension
1	1G04606SN-U-TUC One-way, phase-over-phase, type "G" GOABS®, 46 kV, 600 amp continuous, 40 kA momentary, 250 BIL. Switch is factory pre-assembled and adjusted (unitized) on a galvanized tubular steel common mounting member. Switch comes complete with heavy duty copper and copper alloy live parts, TR214 station post insulators, galvanized steel channel bases, and a manual control mechanism consisting of vertical control rods, horizontal control rods, rod guides, crank arms, pipe couplers, bearings, operating handle, lockplate assembly, and ground strap. Switch positively toggles in the fully closed position. Special for Tucson Electric.	1	Each	7972.00	7972.00
2	TIN DIP Tin dip terminal pads	1	Each	159.00	159.00
3	1M04606-2 MONORUPTR® vacuum interrupter for addition to an existing one-way type "G" GOABS®. This two unit interrupter is rated for interrupting duty up to 46 kV at 600 amps (7,200 operations). MONORUPTR® conversion assemblies consist of interrupter units with operating arms, blade mounted pick-up arms, auxiliary load pick-up horns, and hardware for mounting the interrupter units on the existing switch.	3	Each	1895.00	5685.00

Quotation Summary:

13,816.00

Comments

- Please reference SEECO quotation number 1121394 on your purchase order.
- Lead time is based on current production and subject to confirmation at time of order entry.
- Unit prices do not include tax. Please include your tax certificate with order if you are tax exempt.

DPA + 1,600.00 FRT.
15,416.00

SEECO Salesman: Caryn Sanders
Representation: Utility Specialists, Inc.

Southern Electrical Equipment Company, Inc.
4045 Hargrove Ave., Charlotte, N.C. 28208
Phone: (704) 392-1396 Fax: (704) 392-7033
E-Mail: sales@seecoswitch.com



Utility Supply, Inc.

Alabama Division
2795 Cottonwood Road
Dothan, AL 36301
(888) 766-0621

July 25, 2017

City of Fairhope
Attn: Dan Ames

SEECO QUOTE

1	1G04606SN-U-TUC One Way Phase Over Phase Type G GOABS 46kV 600 amp Switch	\$7972.00/EA.	4-6 weeks
1	TIN DIP terminal pad	\$ 159.00/EA.	4-6 weeks
3	1M04606-2 Vacuum Interrupter	\$1895.00/EA.	4-6 weeks

These prices do not include freight. Freight charges to be paid by City of Fairhope.

Please see following two pages for more product description and comments concerning estimated freight charges. Also, please note that drawings are estimated at 3 – 4 weeks.

Thank you.

Quincy Wells
Inside Sales

Central Services
3040 Riverside Drive
Building D, Suite 5
Macon, GA 31210
(478) 471-6004

Florida Division
6421 CR 219
Wildwood, FL 34785
(877) 743-0622

Georgia Division
602 East Marion Street
Reynolds, GA 31076
(800) 329-3421

Mississippi Division
201 Factory Road
Mt. Olive, MS 39119
(866) 415-7719

Quotation



Prepared for:
GRESKO
Attn: Quincy Wells
602 E. Marion Street

Reynolds GA
U.S.A. 31076

Phone Number 912-847-3421
Fax Number 912-847-4324

Quotation Date 21-Jul-17
Expiration Date: 20-Aug-17

Customer RFQ GRE1394
SEECO Qty Nbr 1121394

Credit Terms Net 10 Days
Freight Prepay and Add
FOB Shipping Point

Shipment 04 - 06 Weeks ADA
Drawings 03 - 04 Weeks ARO

We are pleased to offer the following:

Item	Product Description	Quantity	UOM	Unit Price	Extension
------	---------------------	----------	-----	------------	-----------

- SEECO's standard Terms and Conditions of Sale shall apply to all sales.
- All unit prices are in U.S. dollars
- Estimated freight cost is \$1,250.00 to \$1,600.00; you will be invoiced for actual freight charges based on actual miles driven and prevailing fuel cost at time of shipment. Upon receipt of your order, we will revise the estimated freight cost based on the prevailing freight conditions.
- Shipment is by 32' hotshot trailer with all material delivered in a single shipment from SEECO's Charlotte location.
- Project: City of Fairhope

SEECO Salesman Caryn Sanders
Representation Utility Specialists, Inc.

1121394

Page 2 of 2

Southern Electrical Equipment Company, Inc.
4045 Hargrove Ave., Charlotte, N.C. 28208
Phone: (704) 392-1396 Fax: (704) 392-7033
E-Mail: sales@seecoswitch.com

CAPE ELECTRIC



Quotation



EXPIRATION DATE	QUOTE NUMBER
08/23/2017	S201255667
UPI 1203 PISGAH RD SE DECATUR, AL 35603 256-353-0803 Fax 256-353-7019	PAGE NO.
	1 of 2

UPI
1203 PISGAH RD SE
DECATUR, AL 35603
256-353-0803
Fax 256-353-7019

QUOTE TO:

SHIP TO:

FAIRHOPE PUBLIC UTILITIES
PO BOX 429
FAIRHOPE, AL 36532

CITY OF FAIRHOPE
555 SOUTH SECTION STREET
FAIRHOPE, AL 36532-1609

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
45421			CHARLIE DOUTHIT		
GIVEN BY		SHIP VIA	TERMS	DATE	FREIGHT EXEMPT
		OUR TRUCK	Net 30 Days	07/24/2017	Yes
ORDER QTY	ITEM NUMBER / DESCRIPTION		UNIT PRICE	EXT PRICE	
1ea	SEECO 1G04606SN-U-TUC 46KV 600AMP 40KA MEMORY PREASSEMBLED SWITCH COMES WITH HD COPPER COPPER ALLOY PARTS TR214 STA POST INSULATOR STEEL CHANNEL MANUAL CONTROL RODS. SWITCH TOGGLES IN THE FULLY CLOSED POSITION		8283.000/ea	8283.00	
1ea	SEECO TIN DIP TERMINAL PAD		165.000/ea	165.00	
3ea	SEECO 1M04606-2 MNORUPTR FOR ADDITION TO EXISTING SWITCK ONE-WAY TYPE LEAD TIME 4-6 WKS ADA DRAWING FOR APPROVAL 3-4 WEEKS ESTMATED FREIGHT COST IS 1250.00 TO 1600.00. YOU WILL BE INVOICED FOR ACTUAL FREIGHT CHARGES BASED ON ACTUAL MILES DRIVEN AND PREVAILING FUEL COST..UPON RECEIPT OF ORDER WE WILL REVISE THE ESTIMATED COST BASED ON THE PREVAILING FREIGHT CONDITIONS. SHIPMENT WILL BE DELIVERED BY 32' HOTSHOT TRAILER WITH ALL MATERIAL		1969.000/ea	5907.00	

** Continued on Next Page *

Subtotal	
S&H Charges	
Amount Due	

Any questions call JIM HARDIMAN at or e-mail @
j.hardiman@capeelectric.com

All Prices are subject to change without notice!

Taxes are not included
For terms and conditions see www.capeelectric.com



Quotation



UPI
 1203 PISGAH RD SE
 DECATUR, AL 35603
 256-353-0803
 Fax 256-353-7019

EXPIRATION DATE	QUOTE NUMBER
08/23/2017	S201255667
UPI 1203 PISGAH RD SE DECATUR, AL 35603 256-353-0803 Fax 256-353-7019	PAGE NO.
	2 of 2

QUOTE TO:

SHIP TO:

FAIRHOPE PUBLIC UTILITIES
 PO BOX 429
 FAIRHOPE, AL 36532

CITY OF FAIRHOPE
 555 SOUTH SECTION STREET
 FAIRHOPE, AL 36532-1609

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
45421			CHARLIE DOUTHIT	
GIVEN BY	SHIP VIA	TERMS	DATE	FREIGHT EXEMPT
	OUR TRUCK	Net 30 Days	07/24/2017	Yes
ORDER QTY	ITEM NUMBER / DESCRIPTION		UNIT PRICE	EXT PRICE
	DELIVERRED IN A SINGLE SHIPMENT FROM CHARLOTTE LOCATION			

Thank you for your order! Your satisfaction is our number one goal!

Please visit our website at www.capeelectric.com

Any questions call JIM HARDIMAN at or e-mail @ j.hardiman@capeelectric.com

All Prices are subject to change without notice!

Taxes are not included

For terms and conditions see www.capeelectric.com

Subtotal	14355.00
S&H Charges	1250.00
Amount Due	15605.00



5030 Commerce Park Circle
Suite B
Pensacola, FL 32505

SEECO

www.anixterpowersolutions.com

Phone: 850.494.2117
Fax: 850.494.2754

Quotation: U00511169.00

To: **CITY OF FAIRHOPE**
555 S SECTION ST
FAIRHOPE, AL 36533

Issued Date:
Expiration Date: **Aug 20, 2017**

Attn: **DAN AMES**
Phone:
Fax:

Sales Contact: **Nancy Avery**
(P) 407.204.7264
(F) 850.469.9241
nancy.avery@anixter.com

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1		1G04606SN-U-TUC SEECO ONE-WAY PHASE-OV-PHASE G GOABS 46KV 600A DRAWINGS 3-4 WEEKS DEL: 4-6 WEEKS	1	8,240.000	EA	8,240.00
2		TIN DIP PADS TERMINAL TIN DIP CUST SPECS AGILE DEL: 4-6 WEKS	1	165.000	EA	165.00
3		1M04606-2 SEECO VACCUM INTERRUPTER DEL: 4-6 WEEKS	3	1,958.000	EA	5,874.00
4		FREIGHT CHARGE FOR FREIGHT FREIGHT IS AN ESTIMATE ACTUAL FREIGHT CHARGES WILL BE BILLED AT TIME OF SHIPMENT	1	1,600.000	EA	1,600.00

SECTION TOTAL: \$15,879.00

QUOTE TOTAL: \$15,879.00

Special Notes

- 1) All items are In Stock unless otherwise noted.
- 2) All item pricing on this quote is valid for thirty days unless otherwise specified.
- 3) All applicable taxes apply.

For the latest terms & conditions please visit: <https://www.anixterpowersolutions.com/site/legal/purchase-terms.html>

Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.

Quotation



Prepared for:
 Anixter Power Solutions (Florida)
 Attn: Nancy Avery
 5030 Commerce Park Circle
 Suite B
 Pensacola FL
 USA 32505

Quotation Date 20-Jul-17
 Expiration Date: 19-Aug-17

Customer RFQ ANI1387
 SEECO Qte Nbr 1121387

Credit Terms Net 10 Days
 Freight Prepay and Add
 FOB Shipping Point

Phone Number (251) 459-0019
 Fax Number (251) 459-0020

Shipment **04 - 06 Weeks ADA**
 Drawings **03 - 04 Weeks ARO**

We are pleased to offer the following:

Item	Product Description	Quantity	UOM	Unit Price	Extension
1	1G04606SN-U-TUC One-way, phase-over-phase, type "G" GOABS®, 46 kV, 600 amp continuous, 40 kA momentary, 250 BIL. Switch is factory pre-assembled and adjusted (unitized) on a galvanized tubular steel common mounting member. Switch comes complete with heavy duty copper and copper alloy live parts, TR214 station post insulators, galvanized steel channel bases, and a manual control mechanism consisting of vertical control rods, horizontal control rods, rod guides, crank arms, pipe couplers, bearings, operating handle, lockplate assembly, and ground strap. Switch positively toggles in the fully closed position. Special for Tucson Electric.	1	Each	\$8240.00	\$8240.00
2	TIN DIP Tin dip terminal pads	1	Each	\$165.00	\$165.00
3	1M04606-2 MONORUPTR® vacuum interrupter for addition to an existing one-way type "G" GOABS®. This two unit interrupter is rated for interrupting duty up to 46 kV at 600 amps (7,200 operations). MONORUPTR® conversion assemblies consist of interrupter units with operating arms, blade mounted pick-up arms, auxiliary load pick-up horns, and hardware for mounting the interrupter units on the existing switch.	3	Each	\$1,958.00	\$5,874.00

Quotation Summary: \$14,279.00

Comments

1. Please reference SEECO quotation number 1121387 on your purchase order.
2. Lead time is based on current production and subject to confirmation at time of order entry.
3. Unit prices do not include tax. Please include your tax certificate with order if you are tax exempt.

SEECO Salesman Sandy Miller
 Representation Utility Specialists, Inc.

Southern Electrical Equipment Company, Inc.
 4045 Hargrove Ave., Charlotte, N.C. 28208
 Phone: (704) 392-1396 Fax: (704) 392-7033
 E-Mail: sales@seecoswitch.com

Quotation



Prepared for:
Anixter Power Solutions (Florida)
Attn: Nancy Avery
5030 Commerce Park Circle
Suite B
Pensacola FL
USA 32505

Phone Number (251) 459-0019
Fax Number (251) 459-0020

Quotation Date 20-Jul-17
Expiration Date: 19-Aug-17

Customer RFQ ANI1387
SEECO Qte Nbr 1121387

Credit Terms Net 10 Days
Freight Prepay and Add
FOB Shipping Point

Shipment 04 - 06 Weeks ADA
Drawings 03 - 04 Weeks ARO

We are pleased to offer the following:

Item	Product Description	Quantity	UOM	Unit Price	Extension
------	---------------------	----------	-----	------------	-----------

- SEECO's standard Terms and Conditions of Sale shall apply to all sales.
- All unit prices are in U.S. dollars
- Estimated freight cost is to \$1600.00; you will be invoiced for actual freight charges based on actual miles driven and prevailing fuel cost at time of shipment. Upon receipt of your order, we will revise the estimated freight cost based on the prevailing freight conditions.
- Shipment is by 32' hotshot trailer with all material delivered in a single shipment from SEECO's Charlotte location.
- Project; City of Fairhope, Fairhope, AL 36532

SEECO Salesman Sandy Miller
Representation Utility Specialists, Inc.

1121387

Page 2 of 2

Southern Electrical Equipment Company, Inc.
4045 Hargrove Ave., Charlotte, N.C. 28208
Phone: (704) 392-1396 Fax: (704) 392-7033
E-Mail: sales@seecoswitch.com



WESCO
DISTRIBUTION®

610 BOHANNON RD.
SUITE B
FAIRBURN GA 30213

Quotation

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE AND ANY RESULTING PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS DATED 011107 AVAILABLE AT [HTTP://WWW.WESCO.COM/TERMS_AND_CONDITIONS_OF_SALE.PDF](http://www.wesco.com/terms_and_conditions_of_sale.pdf), WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY.

To: CITY OF FAIRHOPE
MAIN WAREHOUSE
555 S. SECTION STREET
FAIRHOPE AL 365321609

Date: 07/21/17
Branch: 7840
Project Number: QUOTE
Project Name
Quoted To: DANIEL AMES
Date of Your Inquiry: 07/21/17

When ordering please refer to Quotation Number: 444338

Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)	Customer Delivery Date
10	1	SEECO***1G04606SN-U-TUC 46KV 600A ONE WAY PHASE OVER PHASE 8-10 WEEKS	9355.560	E	9355.56	0.00		09/22/17
20	3	SEECO***1M04606-2 CACUUM INTERRUPTER 8-10 WEEKS	2223.530	E	6670.59	0.00		09/22/17
30	1	SEECO***TIN DIP TERMINAL PADS 8-10 WEEKS	185.290	E	185.29	0.00		09/22/17
SUB-TOTAL					16211.44			
TOTAL					16211.44			

F.O.B. Point of Shipment. The prices stated in this offer shall, unless renewed, automatically expire fifteen days (15) from the date of this offer.

Per:

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to purchase a 2018 Freightliner M2 106 Chassis Set Back Axle with 16' Body (Flower Watering Truck) for the Public Works Department and the equipment is available for direct procurement through the National Joint Powers Alliance ("NJPA") Buying Group Contract; and therefore, does not have to be let out for bid. This has been nationally bid through the NJPA's bid process. The total cost is \$89,731.00.

Adopted on this 14th day of August, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

JUL 27 '17 PM 12:11

Issuing Date 7/26/2017

Please return this Routing Sheet to Treasurer by

7/26/2017 

Project Name: Procure 2018 Freightliner M2 106 Conventional Chassis set back axle w/ 16' body
Flower watering Truck

Project Location: Public Works

Presented to City Council: 8/16/2017 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval: Cost: \$89,731.00

Providers: NJPA Contract No. 081716
National Auto Fleet Group
Watsonville, CA

Project Engineer: n/a

Order Date: _____ Lead Time: n/a

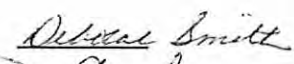


Department Funding This Project							
General xx	Gas	Electric	Water	Sewer	Gas Tax	Cap. Proj.	Impact

Division of General Fund Funding This Project							
Admin 10	Police 15	Fire 20	Rec 25	Adult Rec 30	Street 35	XX	Debt Service 85

Expense Code: <u>001-35-50470</u>	Revenue Code _____
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Project will be: Expensed xx Project Financed By: _____
 Capitalized _____ Grant: _____ Federal - not to exceed amount
 Project Budgeted: \$85,000.00 State _____
 City _____

(Over) Under budget amount: (\$4,731.00) Bond: _____ Title _____ Year _____
 Loan: _____ Title _____ Year _____
 Funding: Operating funds Capital Lease: _____ Payment _____ Term _____

City Council prior approval	<u>4/24/2017</u>	Request approved by City Treasurer	
Request received by City Treasurer	<u>7/26/2017</u>	Request approved by Finance Director	
Received by Finance Department	<u>7/26/17</u>	Request approved by Mayor	
Received by Mayor	<u>7/26/17</u>		

Contact Person: Arthur Bosarge / Paul Merchant



Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

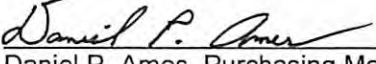
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Deborah A. Smith, CPA
City Treasurer

MEMO

To: Deborah Smith, Treasurer

From: 
Daniel P. Ames, Purchasing Manager

Date: July 18, 2017

Re: Council Approval -- request for over \$10,000 Procurement, One (1) Flower Watering Truck for the Public Works Department

The Public Works Department requests approval to procure one (1) One (1) Flower Watering Truck. This procurement will be through NJPA buying group previously bid, and awarded contract (NJPA Contract No.081716). Specifications determined by Public Works Department. The vendor will be National Auto Fleet Group, of Watsonville, CA. The price of the delivered unit is Eighty Nine Thousand Seven Hundred Thirty One Dollars (\$89,731.00).

NOTES:

See Attached Vendor Quotation printout, for details.

This unit, that fits our standard fleet, is not available on the Alabama contracts list

Please compose a greensheet and forward to City Council to approve this procurement of one (1) ea., Flower Watering Truck for the Public Works Department, at a cost of \$89,731.00, from be National Auto Fleet Group, of Watsonville, CA.

Cc: file

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

07/12/2017

Mr. Tim Bung

Quote ID 5012

City of Fairhope
555 South Section Street
Fairhope, AL 36533

Dear Mr. Bung,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2018 Freightliner M2 106 Conventional Chassis Set Back Axle with 16' Body, Fontaine Dual Steer) Delivered by Mr. McHenry with Empire Truck, each for:

(1) One Unit		
Sub Total	\$	89,731.00
Tax (0.00%)	\$	00.00
Total	\$	89,731.00

This vehicle(s) is available under the **National Joint Powers Alliance Contract 081716**. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
jcooper@nationalautofleetgroup.com
Office (855) 289-6572
Fax (831) 480-8497





Fontaine Mod Vocational Services
 8827 Mt. Holly Rd
 Charlotte, NC 28214
 Toll Free: 1-800-FONTAINE
 Phone: (704) 408-1609
 Fax: (704) 382-1507
www.fontainemed.com

Fontaine Mod Vocational Services Locations
 Charlotte, North Carolina
 Dublin, Virginia
 Springfield, Ohio
 Williamstown, West Virginia

Our Quotation #
 026653-00
Date Printed:
 07/07/2017
Orig. Quote Date:
 07/07/2017

Fontaine Mod Fleet Services Locations
 Charlotte, North Carolina
 Dublin, Virginia
 Laredo, Texas
 Springfield, Ohio

DANNY MCHENRY
EMPIRE TRUCK SALES
 2495 West I 65 Service Rd N
 MOBILE AL 39218
 United States
 Phone: (251)330-0088
 Fax: () -

Quotation Valid Thru : 08/07/2017
 Terms : NET 30

Job Information: 174 DUAL SIT DOWN, M2106/108SD TS/FXD

Vehicle Information: 2018 FREIGHTLINER M2 106 Build Location: Quantity: 1.00000

Fontaine Modification is pleased to quote the products and services as shown below. Please review the details of our offering to assure we have met your expectations. Our quotation is valid for 30 days unless otherwise noted on your quote.

Item	Facility / Part / Rev / Description / Details	Quantity Quoted	Unit Price	Extended Price
001	<p>CMCV 174100-30-0023 Rev B U/M EA DUAL SIT DOWN, M2106/108SD TS/FXD DUAL SIT-DOWN DRIVE M2106/108SD T Shift Fixed Steering Columns 2010 emissions Diesel Engine Left and right-hand steering locations Includes the following: Center console 18" (450 mm) diameter two-spoke black steering wheel(s) Right and left-hand foot throttles and foot brakes Right and left-hand self-cancelling turn signal switches with dimmer, and hazard switch cup holders, left and right-hand dash Relocation of power mirror switch to center dash RH side dash includes Regen Light</p> <p>Gauge package: EPA 2010 (duplicates left side) ** No Odometer Read out ** Not Available in Metric Primary ** LCD Display in Fontaine Supplied ICU Cluster is Not Functional</p> <p>Restrictions: no winged dash Right-hand side drive position to be used only in low speed applications (15 mph or less)</p> <p>Required options: Automatic transmission Individual driver and passenger seats; bench seat is not available Air Brakes</p> <p>Required data codes where applicable: 899-012 SHIP TO THIRD PARTY CHARLOTTE (FONTAINE) 003-012 LH PRIMARY STEERING LOCATION AND PREP FOR CUSTOMER SUPPLIED RH SIT-DOWN SECONDARY STEERING LOCATION WITH DUAL INSTRUMENT CLUSTER 345-075 DASH MOUNTED T-HANDLE SHIFT CONTROL, PROVIDE 60 INCH CABLE FOR SUPPLIER RELOCATION OF T-HANDLE SHIFTER WITHOUT PARK BRAKE POSITION TO CENTER CONSOLE 632-001 FIXED STEERING COLUMN 680-006 GRAY/CHARCOAL FLAT DASH</p>	1.00	8,825.0000	US\$ 8,825.00



Fontaine Mod Vocational Services Fontaine Mod Vocational Services Locations
 9827 Mt. Holly Rd
 Charlotte, NC 28214
 Toll Free: 1-800-FONTAINE
 Phone: (704) 409-1609
 Fax: (704) 392-1507
www.fontainemod.com

Our Quotation #
026653-00
Date Printed:
07/07/2017
Orig. Quote Date:
07/07/2017

Fontaine Mod Fleet Services Locations
 Charlotte, North Carolina
 Dublin, Virginia
 Springfield, Ohio
 Williamstown, West Virginia

Charlotte, North Carolina
 Dublin, Virginia
 Laredo, Texas
 Springfield, Ohio

DANNY MCHENRY
EMPIRE TRUCK SALES
 2495 West I 65 Service Rd N
 MOBILE AL 39218
 United States
 Phone: (251)330-0088
 Fax: () -

Quotation Valid Thru : 08/07/2017
 Terms : NET 30

Job Information: 174 DUAL SIT DOWN, M2106/108SD TS/FXD

Vehicle Information: 2018 FREIGHTLINER M2 106 Build Location: Quantity: 1.00000

Item	Facility / Part / Rev / Description / Details	Quantity Quoted	Unit Price	Extended Price
	DUAL SIT DOWN, M2106/108SD TS/FXD ***ALL MEXICO BUILDS WILL REQUIRE ADDITIONAL TRANSPORTATION SERVICES TO FONTAINE CHARLOTTE AT THE CUSTOMER'S EXPENSE OF AN ESTIMATED \$215.00. THIS COST IS NOT INCLUDED IN THE QUOTED PRICE OF THE MODIFICATION.***			
002	CMCV ATT-TRANSPORTATION Rev 000 U/M EA TRUCK TRANSPORTATION 09B - Freightliner to Fontaine Ship-Thru Charge (Pass Through Charge)	1.00	110.0000	US\$ 110.00
003	CMCV 292000-10-0000 Rev 000 U/M EA SERIAL NUMBER,SLOT DATE,UNIT NUMBER TRUCK INFORMATION: VIN#: UNIT#: OEM SLOT DATE: EST DATE REC: REQUESTED COMPLETE DATE: PILOT REVIEW: Paper _____ Physical _____ Not required _____ END USER: BODY BUILDER: DEALER: FLEET: OUR CUSTOMER: PO# ADDITIONAL FONTAINE DEAL NUMBERS:	1.00	0.0000	US\$ 0.00



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Fontaine Mod Fleet Services Locations
 Charlotte, North Carolina
 Dublin, Virginia
 Laredo, Texas
 Springfield, Ohio

Our Quotation #
026653-00
 Date Printed:
07/07/2017
 Orig. Quote Date:
07/07/2017

DANNY MCHENRY
 EMPIRE TRUCK SALES
 2495 West I 85 Service Rd N
 MOBILE AL 39218
 United States
 Phone: (251)330-0088
 Fax: () -

Quotation Valid Thru : 08/07/2017

Job Information: 174 DUAL SIT DOWN, M2106/108SD TS/FXD

Vehicle Information: 2018 FREIGHTLINER M2 106 Build Location: Quantity: 1.00000

Item	Facility / Part / Rev / Description / Details	Quantity Quoted	Unit Price	Extended Price
Price Per Truck				
Total Price				US\$ 8,835.00
<p>Thank you for the opportunity of quote this package. Please complete the order information below and approve in order to secure production scheduling. All take-off parts become the property of Fontaine Modification.</p> <p>All sales are subject to the Terms and Conditions of Sale set forth on our website at www.fontainemod.com. Any order of, receipt of, or payment for seller's products or services shall constitute your acceptance of these Terms and Conditions of Sale.</p>				
<p>To place the order the following is required:</p> <ol style="list-style-type: none"> 1. Chassis offline dates 2. A copy of your company's purchase order 3. Orders of 10 units and greater will require a pilot review and customer approval of final installation 4. Any changes made to this order after it is processed and material ordered will result in a restocking fee and change order fee 5. Part numbers and or description, Shipped date, ETA and Shipper information is required on all customer supplied parts (Parts that arrive unidentified either by the Fontaine deal #, chassis serial number, or customer unit number will be quarantined to a non-conforming area and may delay chassis build) 				
<p>Chassis serial numbers (last 8 of the VIN): VIN _____ Thru _____</p> <p>PO# (Purchase Order Number): _____</p> <p>Customer Acceptance _____ Date ____/____/____</p> <p>Signed By: _____ Date ____/____/____</p>				
By signing this quote you accept all of of Fontaine's Terms and Conditions				Quoted By <u>SCOTT BUXTON</u>



Gulf City Body & Trailer Works, Inc.

Mobile, AL.

251-438-5521

07/06/17

Danny McHenry
Empire Trucks Mobile
(251)330-0088

Thank you for the opportunity to submit the following City of Fairhope:

16' All Structural Steel Fabrication
96" Width + pockets & Rubrail
3/16" Treadplate Steel Floor
Rear ICC Bumper & DOT Lights
Painted black
Cab height bulkhead
Crossmembers 12" On Center
Installed Complete
Needs a 120" Cab to Axle

Cost: \$9,150.00

Approximate 2-week lead time

Regards

Keith Henderson
(251)421-1139 cell

Prepared for:
 Dale Linder
 City of Fairhope
 555 South Section st
 Fairhope, AL 36533
 Phone: 251-666-8306

Prepared by:
 Danny Mchenry
 EMPIRE TRUCK SALES (MOBILE)
 2495 WEST I-65 SERVICE ROAD
 NORTH
 MOBILE, AL 36612
 Phone: 251-330-0088

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-16M	M2 PRL-16M (EFF:04/25/17)		
Data Version			
DRL-010	SPECPRO21 DATA RELEASE VER 010		
Interior Convenience/Driver Retention Package			
055-998	NO INTERIOR CONVENIENCE PACKAGE		
Vehicle Configuration			
001-172	M2 106 CONVENTIONAL CHASSIS	5,759	3,503
004-218	2018 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-012	PREP FOR LH PRIMARY STEERING LOCATION AND CUSTOMER SUPPLIED RH SIT-DOWN SECONDARY STEERING LOCATION WITH DUAL INSTRUMENT CLUSTER		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-002	LIQUID BULK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		



Prepared for:
 Dale Linder
 City of Fairhope
 555 South Section st
 Fairhope, AL 36533
 Phone: 251-666-8306

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 2495 WEST I-65 SERVICE ROAD
 NORTH
 MOBILE, AL 36612
 Phone: 251-330-0088

Data Code	Description	Weight Front	Weight Rear
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 10000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 17500.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 27500.0 lbs		

Truck Service

AA3-003	TANK BODY
AF3-1V8	GULF CITY BODY
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in

Engine

101-21T	CUM B6.7 240 HP @ 2400 RPM, 2600 GOV, 560 LB/FT @ 1600 RPM
---------	--

Electronic Parameters

79A-075	75 MPH ROAD SPEED LIMIT
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND
80G-002	PTO MINIMUM RPM - 700
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH

Engine Equipment

99C-017	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION
99D-010	NO 2008 CARB EMISSION CERTIFICATION
13E-001	STANDARD OIL PAN
105-001	ENGINE MOUNTED OIL CHECK AND FILL
133-004	ONE PIECE VALVE COVER
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE
292-1D8	(2) ALLIANCE MODEL 1131, GROUP 31, 12 VOLT MAINTENANCE FREE 1900 CCA THREADED STUD BATTERIES, NON FCCC ONLY



Prepared for:
 Dale Linder
 City of Fairhope
 555 South Section st
 Fairhope, AL 36533
 Phone: 251-666-8306

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 EMPIRE TRUCK SALES (MOBILE)
 2495 WEST I-65 SERVICE ROAD
 NORTH
 MOBILE, AL 36612
 Phone: 251-330-0088

Data Code	Description	Weight Front	Weight Rear
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
295-003	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART CHASSIS MOUNTED LH BACK OF CAB	4	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-020	10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)		
273-035	HORTON HT650 FRONTAL AIR ON/OFF ENGINE FAN CLUTCH		



Prepared for:
 Dale Linder
 City of Fairhope
 555 South Section st
 Fairhope, AL 36533
 Phone: 251-666-8306

Prepared by:
 Danny Mchenry
 EMPIRE TRUCK SALES (MOBILE)
 2495 WEST I-65 SERVICE ROAD
 NORTH
 MOBILE, AL 36612
 Phone: 251-330-0088

Data Code	Description	Weight Front	Weight Rear
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
266-078	950 SQUARE INCH ALUMINUM RADIATOR		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-057	DELCO 12V 29MT STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

342-1MN	ALLISON 2500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
---------	--

Transmission Equipment

343-301	ALLISON VOCATIONAL PACKAGE 354 - AVAILABLE ON 1000/2000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, EVS, HS, MH, PTS AND SPS
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-003	PRIMARY MODE GEARS, 5 FORWARD GEARS WITH MANUAL SELECTION FOR 3, 2 AND 1, AVAILABLE FOR 1000/2000 PRODUCT FAMILIES ONLY
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE



Prepared for:
 Dale Linder
 City of Fairhope
 555 South Section st
 Fairhope, AL 36533
 Phone: 251-666-8306

Prepared by:
 Danny Mchenry
 EMPIRE TRUCK SALES (MOBILE)
 2495 WEST I-65 SERVICE ROAD
 NORTH
 MOBILE, AL 36612
 Phone: 251-330-0088

Data Code	Description	Weight Front	Weight Rear
84L-000	LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE		
84N-000	NEUTRAL AT STOP - DISABLED, FUELSENSE - DISABLED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
353-026	VEHICLE INTERFACE WIRING CONNECTOR WITH PDM AND NO BLUNT CUTS, AT BACK OF CAB		
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-075	DASH MOUNTED T-HANDLE SHIFT CONTROL, PROVIDE 83 INCH CABLE FOR SUPPLIER RELOCATION OF T-HANDLE SHIFTER WITHOUT PARK BRAKE POSITION TO CENTER CONSOLE		
97G-006	TRANSMISSION PROGNOSTICS - DISABLED (N/A) 2013, FOR USE IN 1000/2000 ONLY		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-001	TRANSMISSION OIL CHECK AND FILL		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1A5	DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
402-020	MERITOR 15X4 Q+ CAM FRONT BRAKES
403-002	NON-ASBESTOS FRONT BRAKE LINING
419-023	CONMET CAST IRON FRONT BRAKE DRUMS
409-006	FRONT OIL SEALS
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS
536-050	TRW THP-60 POWER STEERING
539-003	POWER STEERING PUMP
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE



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Data Code	Description	Weight Front	Weight Rear
Front Suspension			
620-062	10,000# TAPERLEAF FRONT SUSPENSION		
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
62H-998	NO FRONT SUSPENSION SPRING BRACKET OPTIONS		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-1F9	DETROIT DA-RS-19.0-2 19,000# R-SERIES SINGLE REAR AXLE		-170
421-614	6.14 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	-20	-20
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
440-006	REAR OIL SEALS		
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-001	ORGANIC SAE 80/90 REAR AXLE LUBE		
Rear Suspension			
622-1ME	18,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER		90
621-001	SPRING SUSPENSION - NO AXLE SPACERS		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
Brake System			
018-002	AIR BRAKE PACKAGE		
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		



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Data Code	Description	Weight Front	Weight Rear
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-083	WABCO SS-1200 PLUS AIR DRYER WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-015	AIR DRYER FRAME MOUNTED		
460-001	STEEL AIR BRAKE RESERVOIRS		
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		
Trailer Connections			
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		
30L-998	NO HIGH CURRENT TRAILER/BODY CABLE		
Wheelbase & Frame			
545-390	3900MM (154 INCH) WHEELBASE		
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	-110	160
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	90	320
552-030	1600MM (63 INCH) REAR FRAME OVERHANG		
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH		
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 88.45 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 85.45 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 246.39		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 88.45 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 90.94 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 73.47 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		

Chassis Equipment



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Data Code	Description	Weight Front	Weight Rear
556-1AN	THREE-PIECE 14 INCH STEEL CENTER BUMPER WITH FLEXIBLE PLASTIC ENDS		
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
Fuel Tanks			
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1J2	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND HAND PRIMER	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-1NV	BRIDGESTONE R283A 11R22.5 14 PLY RADIAL FRONT TIRES	6	
094-2GH	GOODYEAR G572A LHD FUEL MAX 11R22.5 14 PLY RADIAL REAR TIRES		80
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS	20	
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 6.18 INSET 2-HAND HD STEEL DISC FRONT WHEELS	26	
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		52
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		

Cab Exterior



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Data Code	Description	Weight Front	Weight Rear
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTS		
678-001	LH AND RH GRAB HANDLES		
646-009	PAINTED PLASTIC GRILLE		
65X-001	ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED	4	
726-002	DUAL ELECTRIC HORNS		
728-001	SINGLE HORN SHIELD		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY		
302-001	(5) AMBER MARKER LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BM	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74B-079	RH 8 INCH STAINLESS STEEL FENDER MOUNTED CONVEX MIRROR WITH TRIPOD BRACKETS	4	
729-001	STANDARD SIDE/REAR REFLECTORS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS	4	
769-002	LOWER RH DOOR WINDOW WITH FRESNEL LENS	7	
663-013	TINTED WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		

Cab Interior

707-1AM OPAL GRAY CLOTH INTERIOR



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Data Code	Description	Weight Front	Weight Rear
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-006	GRAY/CHARCOAL FLAT DASH		
720-003	5 LB. FIRE EXTINGUISHER	10	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-014	DOMELIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-1J3	BASIC HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-101	BLACK SEAT BELTS		
532-001	FIXED STEERING COLUMN		
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL
734-004	GRAY CENTER INSTRUMENT PANEL



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Data Code	Description	Weight Front	Weight Rear
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-005	TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
8D1-998	NO DETROIT CONNECT SERVICES SELECTED		
8Z1-998	NO ZONAR SERVICES SELECTED		
162-011	IDLE LIMITER, ELECTRONIC ENGINE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		



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Data Code	Description	Weight Front	Weight Rear
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
869-998	NO MISCELLANEOUS GAUGES		
Design			
065-000	PAINT: ONE SOLID COLOR		
Color			
980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
98K-998	NO FUEL TANK CABINET PAINT		
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		
963-003	STANDARD E COAT/UNDERCOATING		
Certification / Compliance			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Secondary Factory Options			
99B-012	SHIP TO THIRD PARTY (CHARLOTTE, NC) PRIOR TO DELIVERY		

T O T A L V E H I C L E S U M M A R Y

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight*	5932 lbs	4050 lbs	9982 lbs
Total Weight*	5932 lbs	4050 lbs	9982 lbs



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(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.



RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to purchase a 2018 Freightliner 122SC Chassis Forward Axle 18-Wheeler Truck for the Public Works Department (Sanitation) and the equipment is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract; and therefore, does not have to be let out for bid. This has been nationally bid through the NJPA’s bid process. The total cost is \$119,725.00.

Adopted on this 14th day of August, 2017

Karin Wilson, Mayor

Attest:


Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

JUL 27 '17 PM 12:11

Issuing Date 7/26/2017

Please return this Routing Sheet to Treasurer by

7/26/2017 

Project Name: Procure 2018 Freightliner 122SC Chassis Forward Axle 18 wheeler truck

Project Location: Public Works - Sanitation

Presented to City Council: 8/16/2017 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval: Cost: \$119,725.00

Providers: NJPA Contract 081716
National Auto Fleet Group
Watsonville, CA

Project Engineer: n/a

Order Date: _____ Lead Time: n/a

Department Funding This Project							
General xx	Gas	Electric	Water	Sewer	Gas Tax	Cap, Proj.	Impact

Division of General Fund Funding This Project							
Admin 10	Police 15	Fire 20	Rec 25	Adult Rec 30	Street 35		

Expense Code: 001-40-50470 Revenue Code _____

Project will be: Expensed xx
Capitalized _____

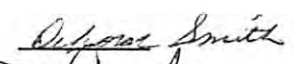
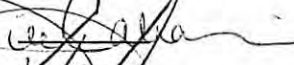
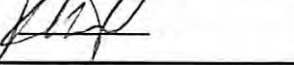
Project Financed By:
Grant: _____ Federal - not to exceed amount
State
City

Project Budgeted: \$130,000.00

(Over) Under budget amount: \$10,275.00

Bond: _____ Title _____ Year _____
Loan: _____ Title _____ Year _____
Capital Lease: _____ Payment _____ Term _____

Funding: Operating funds

City Council prior approval	<u>4/24/2017</u>	Request approved by City Treasurer	
Request received by City Treasurer	<u>7/26/2017</u>	Request approved by Finance Director	
Received by Finance Department	<u>7/20/17</u>	Request approved by Mayor	
Received by Mayor	<u>7/24/17</u>		

Contact Person: Arthur Bosarge / Dale Linder



Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Deborah A. Smith, CPA
City Treasurer

MEMO

To: Deborah Smith, Treasurer

From: 
Daniel P. Ames, Purchasing Manager

Date: July 18, 2017

Re: Council Approval -- request for over \$10,000 Procurement, One (1) 18 wheeler cab and chassis truck for the Public Works Department -- Sanitation

The Public Works Department requests approval to procure one (1) One (1) 18 wheeler cab and chassis truck. This procurement will be through NJPA buying group previously bid, and awarded contract (NJPA Contract No.081716). Specifications determined by Public Works Department. The vendor will be National Auto Fleet Group, of Watsonville, CA. The price of the delivered unit is One Hundred Nineteen Thousand Seven Hundred Twenty Five Dollars (\$119,725.00).

NOTES:

See Attached Vendor Quotation printout, for details.

This unit, that fits our standard fleet, is not available on the Alabama contracts list

Please compose a greensheet and forward to City Council to approve this procurement of one (1) ea., 18 wheeler cab and chassis truck for the Public Works Department, at a cost of \$119,725.00, from National Auto Fleet Group, of Watsonville, CA.

Cc: file

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

07/12/2017

Mr. Tim Bung

Quote ID 5013

City of Fairhope
555 South Section Street
Fairhope, AL 36533

Dear Mr. Bung,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. **One (1) New/Unused (2018 Freightliner 122SD Conventional Chassis Forward Axle with Wet Kit by Gulf City) Delivered by Mr. McHenry with Empire Truck, each for:**

(1) One Unit

Sub Total \$ 119,725.00

Tax (0.00%) \$ 00.00

Total \$ 119,725.00

This vehicle(s) is available under the **National Joint Powers Alliance Contract 081716**. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper

National Fleet Manager

jcooper@nationalautofleetgroup.com

Office (855) 289-6572

Fax (831) 480-8497





Gulf City Body & Trailer Works, Inc.

Mobile, AL.

251-438-5521

07/06/2017

Danny McHenry
Empire Mobile
(251)330-0088

Thank you for the opportunity so submit the following for City of Fairhope:

Wet Kit: Furnish & install two line wet kit for walking floor application with pto, pump, return line filter, hydraulic controls, 50 gallon hydraulic tank aluminum and relief valve.

Cost: \$5,150.00

Please call me with any questions.

Regards

Keith Henderson
(251)421-1139 cell

Scott Buxton Fairhope

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 Dale Linder
 City of Fairhope
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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-16D	SD PRL-16D (EFF:04/25/17)		
Data Version			
DRL-010	SPECPRO21 DATA RELEASE VER 010		
Vehicle Configuration			
001-241	122SD CONVENTIONAL CHASSIS	9,184	6,816
004-218	2018 MODEL YEAR SPECIFIED		
002-001	SET FORWARD AXLE - TRACTOR	-485	485
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-001	TRACTOR/TRAILER CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-005	LINEHAUL/LONG HAUL SERVICE		
A84-1GF	GENERAL FREIGHT BUSINESS SEGMENT		
AA4-001	GENERAL FREIGHT COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1AD	FREIGHTLINER LEVEL I WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 52000.0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs		

Tractor Service



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Data Code	Description	Weight Front	Weight Rear
AA2-001	VAN TRAILER		
AH6-001	SINGLE (1) TRAILER		
Engine			
101-3AE	CUM X15 450 @ 1800 RPM, 1800 GOV RPM, 1650 LB/FT @ 1000 RPM	150	60
Electronic Parameters			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-011	PTO RPM WITH CRUISE SET SWITCH - 825 RPM		
79Q-014	PTO RPM WITH CRUISE RESUME SWITCH - 825 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80G-006	PTO MINIMUM RPM - 825		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
99C-017	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION		
99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
133-004	ONE PIECE VALVE COVER		
014-1CP	DUAL SIDE OF HOOD AIR INTAKE WITH ENGINE MOUNTED HIGH CAPACITY AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-071	(3) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 3375 CCA THREADED STUD BATTERIES		
290-1D3	STEEL BATTERY BOX WITH ENCLOSED TRAY		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		



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Data Code	Description	Weight Front	Weight Rear
289-012	NON-POLISHED DIAMOND PLATE BATTERY BOX COVER		
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
107-045	CUMMINS NATURALLY ASPIRATED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-047	CUMMINS INTEBRAKE COMPRESSION BRAKE WITH (2) SWITCHES; (1) ON/OFF AND (1) LOW/MEDIUM/HIGH RETARDATION LEVEL		
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE		
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-038	11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
233-017	STANDARD CURVE BRIGHT UPPER STACK(S)		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK	-10	-5
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
23Z-002	NON-POLISHED ALUMINUM DIESEL EXHAUST FLUID TANK COVER	15	15
43X-001	LH HEAVY DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)		
273-036	BORG WARNER (KYSOR) REAR AIR ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
266-057	1500 SQUARE INCH ALUMINUM RADIATOR		



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Data Code	Description	Weight Front	Weight Rear
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
134-001	ALUMINUM FLYWHEEL HOUSING		
155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH		

Transmission

342-1M3	ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	170	50
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Transmission Equipment

343-313	ALLISON VOCATIONAL PACKAGE 145 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84L-000	LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		



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Data Code	Description	Weight Front	Weight Rear
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-011	WATER TO OIL TRANSMISSION COOLER, FRAME MOUNTED	15	
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1G1	DETROIT DA-F-12.5-3 12,500# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
402-049	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
403-043	2011/2013-FMVSS 121 FRONT BRAKE LINING
419-023	CONMET CAST IRON FRONT BRAKE DRUMS
409-006	FRONT OIL SEALS
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS
406-001	STANDARD KING PIN BUSHINGS
536-050	TRW THP-60 POWER STEERING
539-003	POWER STEERING PUMP
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR
40T-002	SYNTHETIC 75W-90 FRONT AXLE LUBE

Front Suspension

620-1F0	12,000# DUAL TAPERLEAF FRONT SUSPENSION
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION
410-001	FRONT SHOCK ABSORBERS

Rear Axle and Equipment

420-1GR	DETROIT DA-RT-40.0-4 HT 40,000# R-SERIES TANDEM REAR AXLE
421-342	3.42 REAR AXLE RATIO
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
386-075	MXL 18T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES



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Data Code	Description	Weight Front	Weight Rear
388-076	MXL 17N MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH FULL ROUND YOKES		
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		40
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE		
87A-005	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH		
87B-008	INDICATOR LIGHT FOR EACH DRIVER CONTROLLED TRACTION DEVICE SWITCH		
423-019	MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-043	2011/2013-FMVSS 121 REAR BRAKE LININGS		
434-005	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
440-006	REAR OIL SEALS		
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
622-005	AIRLINER 40,000# REAR SUSPENSION		
621-007	AIRLINER HIGH POSITION RIDE HEIGHT		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
624-016	51 INCH AXLE SPACING		
910-001	SINGLE AIR REAR SUSPENSION LEVELING VALVE		
623-002	TRANSVERSE CONTROL RODS		
439-005	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM) (AIR RIDE SUSPENSION)		
Brake System			
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		



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Data Code	Description	Weight Front	Weight Rear
412-001	STANDARD BRAKE SYSTEM VALVES		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-083	WABCO SS-1200 PLUS AIR DRYER WITH INTEGRAL AIR GOVERNOR AND HEATER		
460-001	STEEL AIR BRAKE RESERVOIRS		
477-003	BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER - WET TANK		
Trailer Connections			
481-073	15 FOOT COILED TRAILER AIR HOSE WITH 12 INCH TRACTOR, 12 INCH TRAILER LEADS	2	
476-013	HASP, HOOK AND SPRING FOR TRAILER LINES		
484-006	COMBINATION DUMMY GLAD HANDS AND LIGHT PLUG HOLDER		
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		
297-005	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE FRAME MOUNTED AFT CAB		
310-085	15 FOOT DETACHABLE COILED PRIMARY TRAILER ELECTRICAL CABLE WITH SAE J560 CONNECTOR WITH 48 INCH TRACTOR, 12 INCH TRAILER LEADS	2	
Wheelbase & Frame			
545-532	5325MM (210 INCH) WHEELBASE		
546-100	11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI	180	-100
552-012	1450MM (57 INCH) REAR FRAME OVERHANG		
55W-005	FRAME OVERHANG RANGE: 51 INCH TO 60 INCH		
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 117.68 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 116.43 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 285.94		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 83.66 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 24.18 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 56.64 in		
553-002	FLANGED TAPERED END OF FRAME		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		



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Data Code	Description	Weight Front	Weight Rear
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
568-001	STANDARD WEIGHT REAR SUSPENSION CROSSMEMBER		
Chassis Equipment			
674-002	LH AND RH BACK OF CAB ACCESS	5	5
592-067	21 INCH (525MM) REMOVABLE DECK PLATE FLUSH MOUNTED BETWEEN RAILS	3	2
556-075	16 INCH CHROMED STEEL BUMPER		
557-003	CENTER STEP CUTOUT IN BUMPER		
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-003	SINGLE LICENSE PLATE BRACKET BELOW BUMPER		
585-042	BETTS B-25 PAINTED MUDFLAP BRACKETS		
590-001	BLACK MUDFLAPS		
586-031	FRONT CAB MOUNTED MUDFLAPS AND HOOD MOUNTED SPLASH SHIELDS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
583-056	STAINLESS STEEL QUARTER FENDERS WITH LOGO		40
Fifth Wheel			
578-1U6	JOST JSK36 SERIES 24.0 INCH AIR SLIDE FIFTH WHEEL WITH FABRICATED TOP PLATE - 2 INCH SLIDE INCREMENTS		
577-305	FIFTH WHEEL 305MM (12.0 INCHES) AHEAD OF SUSPENSION CENTERLINE		
582-014	197MM (7.75 INCH) FIFTH WHEEL HEIGHT		
570-001	OUTBOARD ANGLE - FIFTH WHEEL MOUNTING		
890-001	DASH MOUNTED CONTROL VALVE AND PLUMBING FOR FIFTH WHEEL		
579-005	LH FIFTH WHEEL RELEASE		
Fuel Tanks			
206-156	100 GALLON/378 LITER ALUMINUM FUEL TANK - RH	105	20
204-156	100 GALLON/378 LITER ALUMINUM FUEL TANK - LH	10	
218-006	25 INCH DIAMETER FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-008	FUEL TANK(S) AFT		



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Data Code	Description	Weight Front	Weight Rear
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-075	ALLIANCE FUEL FILTER/WATER SEPARATOR	15	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-1JP	BRIDGESTONE ECOPIA R283A 295/75R22.5 14 PLY RADIAL FRONT TIRES	2	
094-2D8	BRIDGESTONE ECOPIA M710 295/75R22.5 14 PLY RADIAL REAR TIRES		64
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS	20	
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-1EF	ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT 5.79 INSET ALUMINUM DISC FRONT WHEELS	-66	
505-1EF	ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-264
524-001	POLISHED FRONT WHEELS; OUTSIDE ONLY		
525-001	POLISHED REAR WHEELS; OUTSIDE OF OUTER WHEELS ONLY		
Cab Exterior			
829-057	122 INCH BBC ALUMINUM CONVENTIONAL CAB		
653-004	RH CAB DOOR(S) WITH 70 DEGREE DOOR STOP		
651-004	LH CAB DOOR(S) WITH 70 DEGREE DOOR STOP		
650-008	AIR CAB MOUNTS		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
678-042	RH EXHAUST MOUNTED EXTERIOR GRAB HANDLE AND LH AND RH INTERIOR GRAB HANDLES		
645-003	BRIGHT FINISH BEZEL WITH STYLIZED TILT HANDLE		
646-006	STAINLESS STEEL GRILLE		
65X-004	BLACK HOOD MOUNTED AIR INTAKE GRILLE		
644-068	FIBERGLASS HOOD WITH REINFORCED FENDERS		
652-025	122SD NAMEPLATE		



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Data Code	Description	Weight Front	Weight Rear
690-010	ENGINE COMPARTMENT PREMIUM NOISE ABATEMENT AND INSULATION		
727-066	DUAL 26 INCH RECTANGULAR POLISHED ALUMINUM AIR HORNS ROOF MOUNTED	4	
726-001	SINGLE ELECTRIC HORN		
728-002	DUAL HORN SHIELDS		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-050	HALOGEN COMPOSITE HEADLAMPS		
302-047	LED AERODYNAMIC MARKER LIGHTS		
311-001	DAYTIME RUNNING LIGHTS		
294-042	FREIGHTLINER LED FLANGE MOUNTED STOP/TAIL/TURN LIGHTS WITH SEPARATE INCANDESCENT BACKUP LIGHTS		5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1E0	DUAL WEST COAST STAINLESS STEEL HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-1AC	LH AND RH 8 INCH STAINLESS STEEL CONVEX MIRRORS MOUNTED BELOW PRIMARY MIRRORS		
74A-001	RH DOWN VIEW MIRROR		
729-001	STANDARD SIDE/REAR REFLECTORS		
73A-002	REAR REFLECTIVE DEVICE		
677-054	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH PLAIN DIAMOND PLATE COVER		
764-002	STAINLESS STEEL EXTERIOR SUN VISOR	19	
768-032	20X36 INCH TINTED REAR WINDOW		
661-006	TINTED DOOR GLASS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS		
663-014	2-PIECE TINTED CURVED BONDED WINDSHIELD		
659-007	8 LITER WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR		
Cab Interior			
707-1BT	OPAL GRAY CHAPARRAL VINYL INTERIOR		
70K-001	CLASSIC SLATE GRAY HARD TRIM		
706-047	LH DOOR TRIM WITH ADDITIONAL ARCTIC SEAL PACKAGE		



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708-047	RH DOOR TRIM WITH ADDITIONAL ARCTIC SEAL PACKAGE		
772-022	CAB BLACK FLOOR MATS WITH PREMIUM NOISE ABATEMENT AND INSULATION		
691-006	FORWARD ROOF MOUNTED CONSOLE WITH DOORS RH AND LH		
693-025	LH AND RH DOOR MAP POCKETS		
741-019	COAT HOOK(S) IN CAB		
742-030	(3) CUP HOLDERS, LH, CENTER AND RH DASH		
680-024	AGATE/SLATE GRAY WING DASH		
720-003	5 LB. FIRE EXTINGUISHER	10	
700-014	HEATER, DEFROSTER AND AIR CONDITIONER WITH CONSTANT OUTLET TEMPERATURE CONTROL		
701-002	HVAC DUCTING WITH MAIN FRESH AIR FILTER		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER		
702-002	BINARY CONTROL, R-134A		
739-023	CAB PREMIUM NOISE ABATEMENT AND INSULATION		
285-002	MANUAL RESET CIRCUIT BREAKERS		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-1A4	DOOR ACTIVATED DOME/RED MAP LIGHTS LH AND RH OVERHEAD, COURTESY LIGHTS IN EACH DOOR, UPPER REAR DOME LIGHT AND FOOT WELL LIGHTS LH AND RH WITH DASH SWITCHES		
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
284-092	(3) 12 VOLT POWER RECEPTACLES MOUNTED IN DASH		
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	
756-1D9	PREMIUM HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, FORWARD AND REAR CUSHION TILT, ADJUSTABLE SHOCK ABSORBER	40	
760-1DC	BASIC HIGH BACK NON SUSPENSION PASSENGER SEAT		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		



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Data Code	Description	Weight Front	Weight Rear
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-011	3 POINT ADJUSTABLE D-RING RETRACTOR DRIVER AND PASSENGER SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

870-001	BLACK GAUGE BEZELS		
732-046	BANDON DRIFTWOOD DRIVER INSTRUMENT PANEL		
734-046	BANDON DRIFTWOOD CENTER INSTRUMENT PANEL		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
721-001	97 DB BACKUP ALARM		3
149-017	ELECTRONIC CRUISE CONTROL WITH SWITCHES ON AUXILIARY GAUGE PANEL (B DASH PANEL)		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-040	ICU4ME DRIVER MESSAGE CENTER WITH GRAPHICAL DISPLAY, WHITE FACE GAUGES, DIAGNOSTICS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		



Prepared for:
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 Phone: 251-666-8306

Prepared by:
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 2495 WEST I-65 SERVICE ROAD
 NORTH
 MOBILE, AL 36612
 Phone: 251-330-0088

Data Code	Description	Weight Front	Weight Rear
49B-002	ROLL STABILITY CONTROL		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-001	OVERHEAD INSTRUMENT PANEL		
746-115	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
748-002	POWER AND GROUND STUDS ON TOP OF DASH		
749-006	TOP OF DASH MOUNT CB RADIO PROVISION WITH PLATE AND STRAPS	2	
752-018	MULTI-BAND AM/FM/WB/CB DUAL MIRROR MOUNTED ANTENNA SYSTEM		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-998	NO VEHICLE PERFORMANCE MONITOR	-5	
8D1-998	NO DETROIT CONNECT SERVICES SELECTED		
8Z1-998	NO ZONAR SERVICES SELECTED		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
482-001	BW TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-003	MARKER LIGHT/HEADLIGHT SWITCH WITH SEPARATE INTERRUPTER FOR CLEARANCE LIGHTS		
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-005	GROTE TURN SIGNAL SWITCH WITH DIMMER		
298-045	12 BULB 25 AMP HEAVY DUTY ELECTRONIC FLASHER		
869-998	NO MISCELLANEOUS GAUGES		
Design			
065-000	PAINT: ONE SOLID COLOR		
Color			
980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC		



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Data Code	Description	Weight Front	Weight Rear
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
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T O T A L V E H I C L E S U M M A R Y

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight*	9432 lbs	7236 lbs	16668 lbs
Total Weight*	9432 lbs	7236 lbs	16668 lbs

(+) Weights shown are estimates only.
 If weight is critical, contact Customer Application Engineering.





National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

07/12/2017

Mr. Tim Bung

Quote ID 5013

City of Fairhope
555 South Section Street
Fairhope, AL 36533

Dear Mr. Bung,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2018 Freightliner 122SD Conventional Chassis Forward Axle with Wet Kit by Gulf City) Delivered by Mr. McHenry with Empire Truck, each for:

(1) One Unit		
Sub Total	\$	119,725.00
Tax (0.00%)	\$	00.00
 Total	 \$	 119,725.00

This vehicle(s) is available under the **National Joint Powers Alliance Contract 081716**. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
jcooper@nationalautofleetgroup.com
Office (855) 289-6572
Fax (831) 480-8497





Gulf City Body & Trailer Works, Inc.

Mobile, AL.

251-438-5521

07/06/2017

Danny McHenry
Empire Mobile
(251)330-0088

Thank you for the opportunity so submit the following for City of Fairhope:

Wet Kit: Furnish & install two line wet kit for walking floor application with pto, pump, return line filter, hydraulic controls, 50 gallon hydraulic tank aluminum and relief valve.

Cost: \$5,150.00

Please call me with any questions.

Regards

Keith Henderson
(251)421-1139 cell

Scott Buxton Fairhope

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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-16D	SD PRL-16D (EFF:04/25/17)		
Data Version			
DRL-010	SPECPRO21 DATA RELEASE VER 010		
Vehicle Configuration			
001-241	122SD CONVENTIONAL CHASSIS	9,184	6,816
004-218	2018 MODEL YEAR SPECIFIED		
002-001	SET FORWARD AXLE - TRACTOR	-485	485
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-001	TRACTOR/TRAILER CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-005	LINEHAUL/LONG HAUL SERVICE		
A84-1GF	GENERAL FREIGHT BUSINESS SEGMENT		
AA4-001	GENERAL FREIGHT COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1AD	FREIGHTLINER LEVEL I WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 52000.0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs		

Tractor Service



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Data Code	Description	Weight Front	Weight Rear
AA2-001	VAN TRAILER		
AH6-001	SINGLE (1) TRAILER		
Engine			
101-3AE	CUM X15 450 @ 1800 RPM, 1800 GOV RPM, 1650 LB/FT @ 1000 RPM	150	60
Electronic Parameters			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-011	PTO RPM WITH CRUISE SET SWITCH - 825 RPM		
79Q-014	PTO RPM WITH CRUISE RESUME SWITCH - 825 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80G-006	PTO MINIMUM RPM - 825		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
99C-017	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION		
99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
133-004	ONE PIECE VALVE COVER		
014-1CP	DUAL SIDE OF HOOD AIR INTAKE WITH ENGINE MOUNTED HIGH CAPACITY AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-071	(3) ALLIANCE MODEL 1231, GROUP 31, 12 VOLT MAINTENANCE FREE 3375 CCA THREADED STUD BATTERIES		
290-1D3	STEEL BATTERY BOX WITH ENCLOSED TRAY		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		



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Data Code	Description	Weight Front	Weight Rear
289-012	NON-POLISHED DIAMOND PLATE BATTERY BOX COVER		
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
107-045	CUMMINS NATURALLY ASPIRATED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-047	CUMMINS INTEBRAKE COMPRESSION BRAKE WITH (2) SWITCHES; (1) ON/OFF AND (1) LOW/MEDIUM/HIGH RETARDATION LEVEL		
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE		
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-038	11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
233-017	STANDARD CURVE BRIGHT UPPER STACK(S)		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK	-10	-5
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
23Z-002	NON-POLISHED ALUMINUM DIESEL EXHAUST FLUID TANK COVER	15	15
43X-001	LH HEAVY DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)		
273-036	BORG WARNER (KYSOR) REAR AIR ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
266-057	1500 SQUARE INCH ALUMINUM RADIATOR		



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Data Code	Description	Weight Front	Weight Rear
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
134-001	ALUMINUM FLYWHEEL HOUSING		
155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH		
Transmission			
342-1M3	ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	170	50
Transmission Equipment			
343-313	ALLISON VOCATIONAL PACKAGE 145 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84L-000	LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		



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Data Code	Description	Weight Front	Weight Rear
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-011	WATER TO OIL TRANSMISSION COOLER, FRAME MOUNTED	15	
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1G1	DETROIT DA-F-12.5-3 12,500# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
402-049	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
403-043	2011/2013-FMVSS 121 FRONT BRAKE LINING
419-023	CONMET CAST IRON FRONT BRAKE DRUMS
409-006	FRONT OIL SEALS
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS
406-001	STANDARD KING PIN BUSHINGS
536-050	TRW THP-60 POWER STEERING
539-003	POWER STEERING PUMP
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR
40T-002	SYNTHETIC 75W-90 FRONT AXLE LUBE

Front Suspension

620-1F0	12,000# DUAL TAPERLEAF FRONT SUSPENSION
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION
410-001	FRONT SHOCK ABSORBERS

Rear Axle and Equipment

420-1GR	DETROIT DA-RT-40.0-4 HT 40,000# R-SERIES TANDEM REAR AXLE
421-342	3.42 REAR AXLE RATIO
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
386-075	MXL 18T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES



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Data Code	Description	Weight Front	Weight Rear
388-076	MXL 17N MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH FULL ROUND YOKES		
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		40
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE		
87A-005	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH		
87B-008	INDICATOR LIGHT FOR EACH DRIVER CONTROLLED TRACTION DEVICE SWITCH		
423-019	MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-043	2011/2013-FMVSS 121 REAR BRAKE LININGS		
434-005	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) WITH AUXILIARY SUPPORT BRACKETS		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
440-006	REAR OIL SEALS		
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
622-005	AIRLINER 40,000# REAR SUSPENSION		
621-007	AIRLINER HIGH POSITION RIDE HEIGHT		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
624-016	51 INCH AXLE SPACING		
910-001	SINGLE AIR REAR SUSPENSION LEVELING VALVE		
623-002	TRANSVERSE CONTROL RODS		
439-005	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM) (AIR RIDE SUSPENSION)		
Brake System			
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		



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Data Code	Description	Weight Front	Weight Rear
412-001	STANDARD BRAKE SYSTEM VALVES		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-083	WABCO SS-1200 PLUS AIR DRYER WITH INTEGRAL AIR GOVERNOR AND HEATER		
460-001	STEEL AIR BRAKE RESERVOIRS		
477-003	BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER - WET TANK		
Trailer Connections			
481-073	15 FOOT COILED TRAILER AIR HOSE WITH 12 INCH TRACTOR, 12 INCH TRAILER LEADS	2	
476-013	HASP, HOOK AND SPRING FOR TRAILER LINES		
484-006	COMBINATION DUMMY GLAD HANDS AND LIGHT PLUG HOLDER		
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		
297-005	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE FRAME MOUNTED AFT CAB		
310-085	15 FOOT DETACHABLE COILED PRIMARY TRAILER ELECTRICAL CABLE WITH SAE J560 CONNECTOR WITH 48 INCH TRACTOR, 12 INCH TRAILER LEADS	2	
Wheelbase & Frame			
545-532	5325MM (210 INCH) WHEELBASE		
546-100	11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI	180	-100
552-012	1450MM (57 INCH) REAR FRAME OVERHANG		
55W-005	FRAME OVERHANG RANGE: 51 INCH TO 60 INCH		
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 117.68 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 116.43 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 285.94		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 83.66 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 24.18 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 56.64 in		
553-002	FLANGED TAPERED END OF FRAME		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		



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572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
568-001	STANDARD WEIGHT REAR SUSPENSION CROSSMEMBER		
Chassis Equipment			
674-002	LH AND RH BACK OF CAB ACCESS	5	5
592-067	21 INCH (525MM) REMOVABLE DECK PLATE FLUSH MOUNTED BETWEEN RAILS	3	2
556-075	16 INCH CHROMED STEEL BUMPER		
557-003	CENTER STEP CUTOUT IN BUMPER		
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-003	SINGLE LICENSE PLATE BRACKET BELOW BUMPER		
585-042	BETTS B-25 PAINTED MUDFLAP BRACKETS		
590-001	BLACK MUDFLAPS		
586-031	FRONT CAB MOUNTED MUDFLAPS AND HOOD MOUNTED SPLASH SHIELDS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
583-056	STAINLESS STEEL QUARTER FENDERS WITH LOGO		40
Fifth Wheel			
578-1U6	JOST JSK36 SERIES 24.0 INCH AIR SLIDE FIFTH WHEEL WITH FABRICATED TOP PLATE - 2 INCH SLIDE INCREMENTS		
577-305	FIFTH WHEEL 305MM (12.0 INCHES) AHEAD OF SUSPENSION CENTERLINE		
582-014	197MM (7.75 INCH) FIFTH WHEEL HEIGHT		
570-001	OUTBOARD ANGLE - FIFTH WHEEL MOUNTING		
890-001	DASH MOUNTED CONTROL VALVE AND PLUMBING FOR FIFTH WHEEL		
579-005	LH FIFTH WHEEL RELEASE		
Fuel Tanks			
206-156	100 GALLON/378 LITER ALUMINUM FUEL TANK - RH	105	20
204-156	100 GALLON/378 LITER ALUMINUM FUEL TANK - LH	10	
218-006	25 INCH DIAMETER FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-008	FUEL TANK(S) AFT		



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Data Code	Description	Weight Front	Weight Rear
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-075	ALLIANCE FUEL FILTER/WATER SEPARATOR	15	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-1JP	BRIDGESTONE ECOPIA R283A 295/75R22.5 14 PLY RADIAL FRONT TIRES	2	
094-2D8	BRIDGESTONE ECOPIA M710 295/75R22.5 14 PLY RADIAL REAR TIRES		64
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS	20	
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-1EF	ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT 5.79 INSET ALUMINUM DISC FRONT WHEELS	-66	
505-1EF	ALCOA LVL ONE 88367X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-264
524-001	POLISHED FRONT WHEELS; OUTSIDE ONLY		
525-001	POLISHED REAR WHEELS; OUTSIDE OF OUTER WHEELS ONLY		
Cab Exterior			
829-057	122 INCH BBC ALUMINUM CONVENTIONAL CAB		
653-004	RH CAB DOOR(S) WITH 70 DEGREE DOOR STOP		
651-004	LH CAB DOOR(S) WITH 70 DEGREE DOOR STOP		
650-008	AIR CAB MOUNTS		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
678-042	RH EXHAUST MOUNTED EXTERIOR GRAB HANDLE AND LH AND RH INTERIOR GRAB HANDLES		
645-003	BRIGHT FINISH BEZEL WITH STYLIZED TILT HANDLE		
646-006	STAINLESS STEEL GRILLE		
65X-004	BLACK HOOD MOUNTED AIR INTAKE GRILLE		
644-068	FIBERGLASS HOOD WITH REINFORCED FENDERS		
652-025	122SD NAMEPLATE		



Prepared for:
 Dale Linder
 City of Fairhope
 555 South Section st
 Fairhope, AL 36533
 Phone: 251-666-8306

Prepared by:
 Danny Mchenry
 EMPIRE TRUCK SALES (MOBILE)
 2495 WEST I-65 SERVICE ROAD
 NORTH
 MOBILE, AL 36612
 Phone: 251-330-0088

Data Code	Description	Weight Front	Weight Rear
690-010	ENGINE COMPARTMENT PREMIUM NOISE ABATEMENT AND INSULATION		
727-066	DUAL 26 INCH RECTANGULAR POLISHED ALUMINUM AIR HORNS ROOF MOUNTED	4	
726-001	SINGLE ELECTRIC HORN		
728-002	DUAL HORN SHIELDS		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-050	HALOGEN COMPOSITE HEADLAMPS		
302-047	LED AERODYNAMIC MARKER LIGHTS		
311-001	DAYTIME RUNNING LIGHTS		
294-042	FREIGHTLINER LED FLANGE MOUNTED STOP/TAIL/TURN LIGHTS WITH SEPARATE INCANDESCENT BACKUP LIGHTS		5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1E0	DUAL WEST COAST STAINLESS STEEL HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-1AC	LH AND RH 8 INCH STAINLESS STEEL CONVEX MIRRORS MOUNTED BELOW PRIMARY MIRRORS		
74A-001	RH DOWN VIEW MIRROR		
729-001	STANDARD SIDE/REAR REFLECTORS		
73A-002	REAR REFLECTIVE DEVICE		
677-054	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH PLAIN DIAMOND PLATE COVER		
764-002	STAINLESS STEEL EXTERIOR SUN VISOR	19	
768-032	20X36 INCH TINTED REAR WINDOW		
661-006	TINTED DOOR GLASS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS		
663-014	2-PIECE TINTED CURVED BONDED WINDSHIELD		
659-007	8 LITER WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR		

Cab Interior

707-1BT	OPAL GRAY CHAPARRAL VINYL INTERIOR
70K-001	CLASSIC SLATE GRAY HARD TRIM
706-047	LH DOOR TRIM WITH ADDITIONAL ARCTIC SEAL PACKAGE



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Data Code	Description	Weight Front	Weight Rear
708-047	RH DOOR TRIM WITH ADDITIONAL ARCTIC SEAL PACKAGE		
772-022	CAB BLACK FLOOR MATS WITH PREMIUM NOISE ABATEMENT AND INSULATION		
691-006	FORWARD ROOF MOUNTED CONSOLE WITH DOORS RH AND LH		
693-025	LH AND RH DOOR MAP POCKETS		
741-019	COAT HOOK(S) IN CAB		
742-030	(3) CUP HOLDERS, LH, CENTER AND RH DASH		
680-024	AGATE/SLATE GRAY WING DASH		
720-003	5 LB. FIRE EXTINGUISHER	10	
700-014	HEATER, DEFROSTER AND AIR CONDITIONER WITH CONSTANT OUTLET TEMPERATURE CONTROL		
701-002	HVAC DUCTING WITH MAIN FRESH AIR FILTER		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER		
702-002	BINARY CONTROL, R-134A		
739-023	CAB PREMIUM NOISE ABATEMENT AND INSULATION		
285-002	MANUAL RESET CIRCUIT BREAKERS		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-1A4	DOOR ACTIVATED DOME/RED MAP LIGHTS LH AND RH OVERHEAD, COURTESY LIGHTS IN EACH DOOR, UPPER REAR DOME LIGHT AND FOOT WELL LIGHTS LH AND RH WITH DASH SWITCHES		
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
284-092	(3) 12 VOLT POWER RECEPTACLES MOUNTED IN DASH		
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	
756-1D9	PREMIUM HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, FORWARD AND REAR CUSHION TILT, ADJUSTABLE SHOCK ABSORBER	40	
760-1DC	BASIC HIGH BACK NON SUSPENSION PASSENGER SEAT		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		



Prepared for:
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 NORTH
 MOBILE, AL 36612
 Phone: 251-330-0088

Data Code	Description	Weight Front	Weight Rear
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-011	3 POINT ADJUSTABLE D-RING RETRACTOR DRIVER AND PASSENGER SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

870-001	BLACK GAUGE BEZELS		
732-046	BANDON DRIFTWOOD DRIVER INSTRUMENT PANEL		
734-046	BANDON DRIFTWOOD CENTER INSTRUMENT PANEL		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
721-001	97 DB BACKUP ALARM		3
149-017	ELECTRONIC CRUISE CONTROL WITH SWITCHES ON AUXILIARY GAUGE PANEL (B DASH PANEL)		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-040	ICU4ME DRIVER MESSAGE CENTER WITH GRAPHICAL DISPLAY, WHITE FACE GAUGES, DIAGNOSTICS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		



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 MOBILE, AL 36612
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Data Code	Description	Weight Front	Weight Rear
49B-002	ROLL STABILITY CONTROL		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
679-001	OVERHEAD INSTRUMENT PANEL		
746-115	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
748-002	POWER AND GROUND STUDS ON TOP OF DASH		
749-006	TOP OF DASH MOUNT CB RADIO PROVISION WITH PLATE AND STRAPS	2	
752-018	MULTI-BAND AM/FM/WB/CB DUAL MIRROR MOUNTED ANTENNA SYSTEM		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-998	NO VEHICLE PERFORMANCE MONITOR	-5	
8D1-998	NO DETROIT CONNECT SERVICES SELECTED		
8Z1-998	NO ZONAR SERVICES SELECTED		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
482-001	BW TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-003	MARKER LIGHT/HEADLIGHT SWITCH WITH SEPARATE INTERRUPTER FOR CLEARANCE LIGHTS		
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-005	GROTE TURN SIGNAL SWITCH WITH DIMMER		
298-045	12 BULB 25 AMP HEAVY DUTY ELECTRONIC FLASHER		
869-998	NO MISCELLANEOUS GAUGES		
Design			
065-000	PAINT: ONE SOLID COLOR		
Color			
980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC		



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 MOBILE, AL 36612
 Phone: 251-330-0088

Data Code	Description	Weight Front	Weight Rear
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
Certification / Compliance			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	9432 lbs	7236 lbs	16668 lbs
Total Weight⁺	9432 lbs	7236 lbs	16668 lbs

(+) Weights shown are estimates only.
 If weight is critical, contact Customer Application Engineering.



RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to purchase Fire Fighting Gear for the Fire Department; and the items are available for purchase from NAFECO, as quotes were obtained. The cost will be \$10,907.50.

Adopted on this 14th day of August, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date 7/26/2017

Please return this Routing Sheet to Treasurer by

JUL 27 '17 7/26/2017 *SM*

Project Name: Procure 6 ea. Sets of Fire Fighting Gear

Project Location: Fire Department

Presented to City Council: 8/16/2017 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval: Cost: \$10,907.50

Providers: NAFECO
Decatur, AL

Project Engineer: n/a

Order Date: _____ Lead Time: n/a

Department Funding This Project							
General xx	Gas	Electric	Water	Sewer	Gas Tax	Cap. Proj.	Impact

Division of General Fund Funding This Project							
Admin 10	Police 15	Fire 20	XX	Rec 25	Adult Rec 30	Street 35	Debt Service 85
	San 40		Golf 50		Golf Grounds 55		

Expense Code: 001-20-50340 Revenue Code _____

Project will be: Expensed xx
 Capitalized _____

Project Budgeted: \$15,000.00

(Over) Under budget amount: \$4,092.50

Funding: Operating funds

Project Financed By:
Grant: _____ Federal - not to exceed amount
 _____ State
 _____ City

Bond: _____ Title _____ Year _____
Loan: _____ Title _____ Year _____
Capital Lease: _____ Payment _____ Term _____

City Council prior approval	<u>4/24/2017</u>	Request approved by City Treasurer	<i>Deborah Smith</i>
Request received by City Treasurer	<u>7/26/2017</u>	Request approved by Finance Director	<i>[Signature]</i>
Received by Finance Department	<u>7/26/17</u>	Request approved by Mayor	<i>[Signature]</i>
Received by Mayor	<u>7/26/17</u>		

Contact Person: John Saraceno



MEMO

To: Deborah Smith, Treasurer
From: *Daniel P. Ames*
Daniel P. Ames, Purchasing Manager

Date: July 20, 2017

Re: Council Approval – request for procurement, Six (6) sets of Fire Fighting Gear for the Fire Department

The Fire Department requests approval to procure six (6) sets of Fire Fighting Gear. Quotes were solicited and received (see attached). Specifications determined by Fairhope Volunteer Fire Department. The vendor will be NAFECO, of Decatur, AL. The total cost of the gear will be Ten Thousand Nine Hundred Seven Dollars and Fifty Cents (\$10,907.50). This is over the \$10,000 limit for budgeted items, and therefore requires City Council approval.

NOTES:
See Attached Vendor Quotations for details.

Please compose a greensheet and forward to City Council to approve this procurement of six (6) sets of Fire Fighting Gear for the Fire Department, at a cost of \$10,907.50, from NAFECO, of Decatur, AL.

Cc: file

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Deborah A. Smith, CPA
City Treasurer

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36553

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper



NAFECO
1515 West Moulton Street
Decatur, AL 35601

Fax: 256-355-0852
info@nafeco.com

QUOTE

Quote Number: 926642

Date: 7/21/17

Quote Expiration: NET 30

To: FAI090
FAIRHOPE FIRE DEPARTMENT
555 SOUTH SECTION STREET
ATTN: WAYNE SMITH
FAIRHOPE, AL 36532
United States of America

F.O.B. Point:
Salesperson: Phil Bryars (South AL)
Quote Prepared By: Charity Griffith

Qty.	U/M	Item No.	Description	Each	Amount
			EMAIL INVOICES TO: JOHN.SARACENO@COFAIRHOPE.COM		
6	EA	PAC-11-NOMEX	Majestic Hood, Pac 11, Nomex Blend , White, 21", 2-Ply	20.00	120.00
6	EA	5280G-XX	Shelby Tan Eikskin Pigskin RT7100, Gauntlet, NFPA	76.25	457.50
6	EA	807-6003-XX	Thorogood Structural Boot, Rubber, Felt lined, 14", NFPA	117.00	702.00
6	EA	COATS-926642	PBI MAX COAT LINER & MOISTURE BARRIER J3, TRADITIONAL	965.50	5,793.00
			TRADITIONAL LINER, GLIDE		
			FACECLOTH QUILTED TO 3.75 OZ		
			VIRGIN 50% PARA-ARAMID 50%		
			META ARAMID BATTING, STEDAIR		
			3000 PTFE LAMINATED TO E89		
6	EA	PANTS-926642	PBI MAX, PANT LINER & MOISTURE BARRIER J3 TRADITIONAL	622.50	3,735.00
			TRADITIONAL LINER, GLIDE		
			FACECLOTH QUILTED TO 3.75 OZ		
			VIRGIN 50% PARA-ARAMID 50%		
			META ARAMID BATTING, STEDAIR		
			3000 PTFE LAMINATED TO E89		
			H BACK SUSPENDERS INCLUDED		
			Sub-Total:		\$10,807.50
			Freight Charges:		\$100.00
			Quote Total:		\$10,907.50

A copy of your tax-exempt certificate is needed at time of order.**

If you have any questions concerning this quote, please contact our office

Thank you for your business.

**Unless we have a copy of your tax-exempt certificate, sales tax will be charged.



8050 McGowin Dr.
 Fairhope, AL 36532
 Phone (800) 642-8484
 Fax (251) 928-9933

Quote

Page 1

Date: 7/20/2017

Customer	Billing Address	Shipping Address
Name	FAIRHOPE FIRE DEPT	
Address		
City	ST ZIP	
Phone/Cell		

Qty	Description	Unit Price	TOTAL
6	GLOBE CLASSIX TURNOUT GEAR WITH PBI-MATRIX OUTER SHELL, CALDURA NP THERMAL LINER, AND STEDAIR 3000 MB COAT INCLUDES: RADIO POCKET ON LEFT CHEST WITH MIC STRAP ABOVE FLASHLIGHT POCKET ON RIGHT CHEST WITH MIC STRAP ABOVE CARGO POCKETS NOMEX HAND & WRIST GUARDS BLACK SUEDE CUFFS 3" L/Y NYC STYLE TRIPLE TRIM ZIPPER/VELCRO CLOSURE DRAG RESCUE DEVICE	\$ 1,019.00	\$ 6,114.00
6	PANT INCLUDES: BLACK SUEDE KNEES AND CUFFS PADDED KNEES 3" L/Y TRIPLE TRIM AROUND CUFFS CARGO POCKETS VELCRO FLY TAKE-UP STRAPS ON EACH HIP SUSPENDERS	\$ 715.00	\$ 4,290.00

SubTotal	\$ 10,404.00
Shipping	
SUB-TOTAL	\$ 10,404.00

Sales Rep Kent Bradley
 Phone 1-800-642-8484 x106
 Cell _____
 email kbradley@sunbeltfire.com

Office Use Only

"To always listen and know our customer's needs in order to provide them with the best products and service in the industry"

SunbeltFire

8050 McGowin Dr.
 Fairhope, AL 36532
 Phone (800) 642-8484
 Fax (251) 928-9933

Page 2

Date: 7/20/2017

Customer	Billing Address	Shipping Address
Name	FAIRHOPE FIRE DEPT	
Address		
City	ST _____ ZIP _____	
Phone/Cell		

Qty	Description	Unit Price	TOTAL
3	Inno-Tex model 735 elkskin/cowhide gloves	\$ 59.00	\$ 177.00
3	Majestic Pac II Nomex Hoods	\$ 32.00	\$ 96.00
3	Black Diamond rubber boots	\$ 159.00	\$ 477.00

SubTotal	\$ 750.00
Shipping	
TOTAL	\$ 1,154.00

Sales Rep Kent Bradley
 Phone 1-800-642-8484 x106
 Cell _____
 email kbradley@sunbeltfire.com

"To always listen and know our customer's needs in order to provide them with the best products and service in the industry"

ALL PRODUCTS

Enter keyword, item, model or replacement part number.

SEARCH

BULK ORDER PAD

CART (30)

1 MY CART 2 REVIEW 3 COMPLETE

[English](#)
[Print](#)

DELIVERY METHOD

- Shipping
- Pickup

CHECK AVAILABILITY

66532

GO

PROCEED TO CHECKOUT

ORDER SUMMARY

Subtotal **\$19,712.40**
 Estimated Standard Shipping **FREE**

Estimated Total **\$19,712.40**

Availability, shipping, tax & promotions are not final until you complete your order.

PROMOTION CODE

Promotional Code

APPLY

MY PRODUCTS

[Show Reference Information](#)
[Clear Cart](#)



THOROGOOD SHOES

Men's Insulated Firefighter Boots, Size 10,
 Footwear Width: M, Footwear Closure Type:
 Pull On

Item # 3XR03

Price \$165.40 / pair



AVAILABILITY

2 expected to arrive on Thu, Jul 20. Backordered,
 expected to arrive between Wed, Aug 02 - Wed, Aug 15.

- Auto-Reorder Every
- Deliver one time only

6

Update
 Add to List
 Remove

TOTAL
 \$992.40



FIRE-DEX

Turnout Coat, Gold, L, PBI/Matrix

Item # 8EX11

Price \$1,984.80 / each



AVAILABILITY

Ships from supplier. Expected to arrive on or before
 Thu, Aug 03.

- Auto-Reorder Every
- Deliver one time only

6

Update
 Add to List
 Remove

TOTAL
 \$11,908.80



FIRE-DEX

PBI® Matrix(TM), Turnout Pants, Size: M,
 Fits Waist Size 34 to 36", 29" Inseam

Item # 8EYTS

Price \$1,003.20 / each



AVAILABILITY

Ships from supplier. Expected to arrive on or before
 Thu, Aug 03.

- Auto-Reorder Every
- Deliver one time only

6

Update
 Add to List
 Remove

TOTAL
 \$6,019.20



INNOTEK

Fire Hood, Narrow, 18 in, Natural

Item # 40P393

Price \$24.56 / each



AVAILABILITY

Expected to arrive Thu, Jul 20.

- Auto-Reorder Every
- Deliver one time only

6

Update
 Add to List
 Remove

TOTAL
 \$147.36



SHELBY

Firefighters Gloves, L, BU/Gld, PR

Item # 30R975

Price \$107.44 / pair



AVAILABILITY

Expected to arrive Tue, Jul 25.

- Auto-Reorder Every
- Deliver one time only

6

Update
 Add to List
 Remove

TOTAL
 \$644.64

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to purchase the Interfacing of the Paymentus payment processing system with the City's MUNIS financial system for the IT Department, from Paymentus Corporation as Sole Source Distributor; 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." The cost will be \$7,500.00.

Adopted on this 14th day of August, 2017

Karin Wilson, Mayor

Attest:


Lisa A. Hanks, MMC
City Clerk

**City of Fairhope
Project Funding Request**

JUL 27 '17 PM 12:12

Issuing Date 7/26/2017

Please return this Routing Sheet to Treasurer by

7/26/2017 

Project Name: Procure services to establish real-time integration between the Paymentus web portal and Tyler/Munis Utility Bill web payment system

Project Location: IT Department

Presented to City Council: 8/16/2017 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval: Cost: \$7,500.00 One-time charge _____

Providers: Paymentus Corporation
Charlotte, NC

Project Engineer: n/a

Order Date: _____ Lead Time: n/a

Department Funding This Project							
General xx	Gas	Electric	Water	Sewer	Gas Tax	Cap. Proj.	Impact

Division of General Fund Funding This Project							
Admin 10_XX	Police 15	Fire 20	Rec 25	Adult Rec 30	Street 35		
San 40	Golf 50	Golf Grounds 55	Debt Service 85				

Expense Code:	<u>002-50300</u>	Revenue Code	_____
	<u>003-50300</u>		
	<u>004-50300</u>		

Project will be: Expensed xx
 Capitalized _____

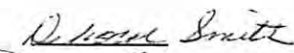


Project Financed By:
Grant: _____ Federal - not to exceed amount
 _____ State
 _____ City

Project Budgeted: No

(Over) Under budget amount: _____

Bond: _____ Title _____ Year _____
Loan: _____ Title _____ Year _____
Capital Lease: _____ Payment _____ Term _____

Funding: Operating funds

City Council prior approval	<u>4/24/2017</u>	Request approved by City Treasurer	
Request received by City Treasurer	<u>7/26/2017</u>	Request approved by Finance Director	
Received by Finance Department	<u>7/26/17</u>	Request approved by Mayor	
Received by Mayor	<u>7/26/17</u>		

Contact Person: Jeff Montgomery



MEMO

To: Deborah Smith, Treasurer
From: *Daniel P. Ames*
Daniel P. Ames, Purchasing Manager

Date: July 25, 2017

Re: Placing on City Council agenda approval of procurement of interfacing the Paymentus payment processing with the City's MUNIS system

The I.T. Department needs to interface the Paymentus Corporation payment processing system with the City's MUNIS financial system. The cost will be Seven Thousand Five Hundred Dollars (\$7,500). See attached quotation. This is a non-budgeted item. City Council requires their approval of all non-budgeted procurements over \$5,000.00. This product is solely available from Paymentus Corporation.

Code of Alabama, 1975 makes provision for procurements of this nature in:

Section 41-16-51-(13)

Contracts for which competitive bidding not required.

(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.

This request is therefore, to have City Council approve this procurement per Section 41-16-51-(13)

Please place on the next City Council Agenda this request to approve the \$7,500.00 procurement of the interfacing of the Paymentus payment processing system with the City's MUNIS financial system, for the I.T. Department, from the sole source distributor, Paymentus Corporation, of Charlotte, NC.

Cc, file

Paymentus

July 20, 2017

Paymentus Corporation
13024 Ballantyne Corporate Place, Suite 450
Charlotte, NC 28277

Statement of Work

To: City of Fairhope, AL
c/o Jeff Montgomery
P.O. box 429
Fairhope, AL. 36533

Project Description: City of Fairhope has requested real-time integration between the Paymentus portal (Web and IVR) and Tyler Minus, for citizens to seamlessly and securely perform online payment processing for Utility using credit/debit cards as payment methods.

Item	Detail	Fee Amount
API Development and Platform Configuration for Utility transactions	Paymentus will perform standard development to interface with Tyler Munis (Citizen Self Service) API to accommodate successful end-to-end payment acceptance, notification and confirmation for Web and IVR portals.	\$7,500.00
Total Due		\$7,500.00

Customer Authorized Representative (Signature): _____

Customer Name/Title (Printed): _____

Date: _____

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to purchase SCADA System Sensors for the Water Department; and the items are available for purchase from WESCO Distribution, as quotes were obtained. The cost will be \$14,922.60.

Adopted on this 14th day of August, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date 8/7/2017

Please return this Routing Sheet to Treasurer by

8/7/2017

Project Name: Procure SCADA System Sensors for Water Dept.

Project Location: Water Dept

Presented to City Council: 8/14/2017 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval: Cost: \$14,922.60 includes delivery

Providers: WESCO Distribution
Fairburn, GA

Project Engineer: n/a

Order Date: _____ Lead Time: _____

Department Funding This Project							
General	Gas	Electric	Water	Sewer xx	Gas Tax	Cap, Proj.	Impact

Division of General Fund Funding This Project							
Admin 10	Police 15	Fire 20	Rec 25	Adult Rec 30	Street 35	San 40	Debt Service 85
						Golf 50	Golf Grounds 55

Expense Code: 004-16035 Revenue Code _____

Project will be: Expensed _____ Project Financed By: _____
 Capitalized xx Grant: _____ Federal - not to exceed amount
 State
 Project Budgeted: \$41,000.00 SCADA upgrades _____ City

(Over) Under budget amount: \$26,077.40 Bond: _____ Title _____ Year _____
 Loan: _____ Title _____ Year _____
 Funding: Operating funds Capital Lease: _____ Payment _____ Term _____

City Council prior approval <u>4/24/2017</u>	
Request received by City Treasurer <u>8/7/2017</u>	Request approved by City Treasurer <u>Deborah Smith</u>
Received by Finance Department <u>8/9/17</u>	Request approved by Finance Director <u>[Signature]</u>
Received by Mayor <u>8/8/17</u>	Request approved by Mayor <u>[Signature]</u>

Contact Person: Dan McCrory



MEMO

To: Deborah Smith, Treasurer
From: *Daniel P. Ames*
Daniel P. Ames, Purchasing Manager

Date: July 31, 2017

Re: City Council approval for procuring SCADA System Sensors for the Water Department

The Water Department needs four hundred twenty (420) each, SCADA System Sensors. The procurement of these items is allowed without formal bid by Code of Alabama 1975, Section 41-16-51(b)(7). Quotes were obtained (see attached).

The Electric Department recommends the lowest quotation be approved, at a total cost of Fourteen Thousand Nine Hundred Twenty-Two Dollars and Sixty Cents (\$14,922.60). This is over the \$10,000 limit for City Council approval of budgeted items. The vendor is WESCO Distribution, of Fairburn, GA. See attached quotations.

Please compose, and have approved, a greensheet for this procurement, and move this request forward for City Council approval to procure budgeted, SCADA System Sensors, from WESCO Distribution, of Fairburn, GA, in the amount of \$14,922.60.

Cc: file

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Deborah A. Smith, CPA
City Treasurer

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper



WESCO
DISTRIBUTION®

610 BOHANNON RD.
SUITE B
FAIRBURN GA 30213

Quotation

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE AND ANY RESULTING PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS DATED 011107 AVAILABLE AT [HTTP://WWW.WESCO.COM/TERMS_AND_CONDITIONS_OF_SALE.PDF](http://www.wesco.com/terms_and_conditions_of_sale.pdf), WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY.

To: CITY OF FAIRHOPE
MAIN WAREHOUSE
555 S. SECTION STREET
FAIRHOPE AL 365321609

Date: 07/25/17
Branch: 7840
Project Number: QUOTE
Project Name
Quoted To:
Date of Your Inquiry: 10/07/16

When ordering please refer to Quotation Number: 398319

Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)	Customer Delivery Date
10	420	HW CTS-10-250-VDC-001 CRNT SENSOR	35.530	E	14922.60	0.00		08/01/17
		<u>Delivery Included</u>						
SUB-TOTAL						14922.60		
<u>Destination</u> TOTAL						14922.60		

F.O.B. Point of Shipment. The prices stated in this offer shall, unless renewed, automatically expire fifteen days (15) from the date of this offer.

Per:



Utility Supply, Inc.

Alabama Division
2795 Cottonwood Road
Dothan, AL 36301
(888) 766-0621

July 26, 2017

Quote for City of Fairhope
Attn: Randy Weaver

Please see following for pricing and delivery.

420 each - HW CTS-10-250-VDC-001 current sensor \$42.50/ea.

100 are Factory Available stock with balance to ship in approximately 3 weeks.

Thank you!

Quincy Wells
GRESOCO Utility Supply
Dothan, Alabama
Mount Olive, Mississippi
Phone: 850.478.0641
Fax: 850.494.1692
quincy.wells@gresco.com

ENTERED

42.50
X 420

\$ 17,850.00 JPA.

Central Services
3040 Riverside Drive
Building D, Suite 5
Macon, GA 31210
(478) 471-6004

Florida Division
6421 CR 219
Wildwood, FL 34785
(877) 743-0622

Georgia Division
602 East Marion Street
Reynolds, GA 31076
(800) 329-3421

Mississippi Division
201 Factory Road
Mt. Olive, MS 39119
(866) 415-7719



4359 HALLS MILL RD
 MOBILE AL 36693-5621
 Phone: 251-706-5600
 Fax: 251-666-6293

To: CITY OF FAIRHOPE
 555 SO. SECTION ST
 FAIRHOPE AL 36532-1609
 Attn: RANDY WEAVER
 Phone: 251-928-8003
 Fax: 000-929-1442
 Email: nathan.hauff@graybar.com

Date: 07/28/2017
 Proj Name:
 GB Project Qte#: 0228095748
 Valid From: 07/28/2017
 Valid To: 08/27/2017
 Contact: NATHAN HAUFF
 Email: nathan.hauff@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	420 EA	HONEYWELL	CTS-10-250-VDC-001		\$48.18	1	\$20,235.60

Total In USD (Tax not included): \$20,235.60

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the Fairhope City Council hereby authorizes Jay Robinson (on behalf of the City Council) to request and obtain from Elias Technologies, Inc. the following documents and electronic records: the key words searched on Jennifer Fidler's and Sherry Sullivan's computers and phones, (2) all documents and electronic records produced by the search, (3) all communications written or electronic between Mayor Wilson, Jeff Montgomery and Elias Technologies, Inc. or its agents and employees regarding the search of Sherry Sullivan's and Jennifer Fidler's computers and phones, (4) an answer to the questions, (a) What was Elias told to look for, (b) what were the results of the searches, (c) who told Elias what to look for. Elias is specifically authorized to disclose said information to Jay Robinson (on behalf of the City Council) and said disclosure does not violate any contractual confidentiality provision contained in the contract between the City of Fairhope and Elias Technologies, Inc.

BE IT FURTHER RESOLVED, that a City Council Subpoena be issued to Elias Technologies, Inc. for the records and electronic files described above pursuant to the City Council's subpoena power set out in Section 11-43-163 of the Code of Alabama.

Adopted on this 14th day of August, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

PERSONNEL BOARD

NOMINEE (S)

5-Year Term

APPOINTMENTS

Genie Frazer replacing Jenny Erdoes

The term shall end December 2019

REAPPOINTMENTS

PERSONNEL BOARD

NOMINEE (S)

5-Year Term

APPOINTMENTS

Lorenzo Howard filling unexpired term of Judy Hale

The term shall end December 2016

Robert Stankoski filling unexpired term of Clark Stankoski

The term shall end December 2017

Jenny Erdoes

The term shall end December 2019

Present Board Members:

Diane Thomas

The term shall end December 2015

Colonel Scherry Douglas

The term shall end December 2018

August 8, 2017

AUG 9 '17 AM 11:05

ZAH

Mayor Karin Wilson
Fairhope City Hall
161 North Section Street
Fairhope, AL 36532

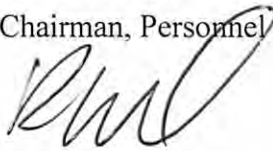
Dear Mayor Wilson:

The relocation of Jenny Erdoes in May created a vacancy on the Personnel Board. Before Ms Erdoes left, she recommended Ms Genie Frazer as a possible replacement for her position on the Board. After reviewing her resume and interviewing her, the Board requests that you place her nomination before the Council for approval.

Genie is Division Sales Manager for Republic Services. In this position, she is responsible for performance evaluation, employee professional development and progressive discipline for her 36 member team. She is a resident of Fairhope and has two daughters in Fairhope public schools. We are very pleased to recommend her nomination to the Personnel Board and believe that her education and experience will ensure that the Board continues to have members with diverse skills, expertise and viewpoints.

Sincerely yours,

Diane Thomas
Chairman, Personnel Board



2 Attachments

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 36532 or mail to City of Fairhope, Attention Fairhope City Clerk, P. O. Drawer 429, Fairhope, Alabama 36533.

PLEASE PRINT CLEARLY

Last Name: FRAZER First Name: GENIE
Phone Number: 251-423-1081 Cell: 251-423-1081 Email: gfrazier@republicservices.com
Home Address: 939 WHITTIER ST.
City: FAIRHOPE State: AL Zip: 36532
Business Address: 2910 N. PALMFOX ST.
City: PENSACOLA State: FL Zip: 32501
Name of Board or Committee: PERSONNEL BOARD

EDUCATIONAL BACKGROUND: UNIVERSITY OF MONTEVALLO - BS

PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:

PROFESSIONAL EXPERIENCE: SEE ATTACHED

CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS: IMPACT 100 MEMBER FOR LAST 2 YEARS

HOW WILL YOUR QUALIFICATIONS BEST SERVE THE NEEDS OF THE COMMUNITY? MY LEADERSHIP & Training BACKGROUND WILL ENABLE ME TO ASSIST WITH EMPLOYEE RELATIONS & PROVIDING GUIDANCE

Signature: Genie Frazer

Date: 7/14/17

You may attach a resume with this application.

AS THE CITY CONTINUES TO GROW.

Genie L. Frazer

Fairhope, Alabama 36532

OBJECTIVE

Utilize my experience and knowledge of the sales process to obtain a position that will allow me to bring a sense of competitive urgency in an environment where differentiation is a key to success. Hit the streets ready to build relationships and uncover new opportunities for market growth.

PROFESSIONAL EXPERIENCE

REPUBLIC SERVICES – Pensacola, FL/ South Alabama June, 2015 – Present

- **Division Sales Manager** – South Alabama and Florida Panhandle Divisions. Lead a team of 36 focusing on retention and growth through volume and price.
 - Responsible for \$77M in annual revenue
 - Drive market growth through new business, retention of existing business and pricing strategies
 - Lead a team of reps by providing them training and tools to accomplish their goals
 - Review market strategies to ensure market share growth within a diverse geography
 - Responsible for hiring and developing career path for Sales Department employees
 - Business partner with Division Controller and GM to make leadership decisions across the business unit.

IDEXX LABORATORIES – Portland, ME/ Mobile, AL/ Pensacola, FL Territory January, 2013 – May, 2015

- **Veterinary Diagnostic Consultant**
 - Average of 138% to goal for 2014 & 2015 in diagnostic revenue
 - Selling diagnostic equipment, tests and services including chemistry, electrolyte and CBC analyzers.
 - Increasing the utilization of in-house diagnostic tests and assays, instrument consumables and reference laboratory profiles and advanced tests among customer base
 - Educating and training veterinary clinic staff about products, services and marketing initiatives, including how to engage customer service when appropriate

REPUBLIC SERVICES – Pensacola, FL/ South Alabama June, 2009 – November, 2012

- **Division Sales Manager** – Lead a team of 16 focusing on retention and growth through volume and price.
 - Responsible for \$65M in annual revenue.
 - 111% improvement year over year – 2011-2012 YTD
 - 88% improvement year over year – 2010-2011
 - 82% improvement year over year – 2009-2010
 - Developed weekly training meetings covering the following steps of the sales process: building rapport, probing, presentation skills, closing, relationship management following the sale
 - Selected as the Gulf Coast Region's Sales Reinforcement Trainer out of 6 managers – Led two 9 week follow-up programs within 8 different divisions via web conferences. Lead trainer for new programs and services for local Customer Service Center - one of the largest in the country.

ROCHE DIAGNOSTICS – Montgomery, Alabama December, 2006 – January, 2009

- **Medical Device Sales- Diagnostics**

Responsible for targeting Physicians (Endocrinologists, Internists, General Practitioners and Family Practice), Pharmacists, Certified Diabetes Educators, Nurses, Physician's Assistants and Medical Assistants with the AccuChek brand of blood glucose monitors. Also responsible for customizing, troubleshooting and training personnel in use of software and IT equipment.

 - Ranked in the **top 10%** in **Growth Products Market Share** out of 193 reps.
 - Ranked in the **top 12%** in **Targeted Physician Share** out of 193 reps.
 - Selected as Alabama's 2008 Triad Leader. Lead quarterly meetings with multiple teams to develop initiatives to drive share between professional reps, managed care reps, pump reps and hospital reps.
 - Selected to attend the company sponsored **Management Development Academy** (Only 3 of 12 candidates chosen nation wide). This one year program trains and assigns projects to Academy participants in preparation for a management career within Roche when program is complete.

CINTAS – Montgomery, Alabama

January, 2005 – December, 2006

- **Market Sales Manager**
Promoted to Market Sales Manager, September, 2006. Lead a team of 9 Sales Reps who are focused on new business to business account development in our Uniform Rental and Facility Services Rental divisions. Duties include hiring, training, motivating and leading Sales Reps to achieve specific new business goals. Duties also include sales calls to key accounts and in-field coaching Sales Reps and developing new business customer accounts.
- **Industrial Sales Representative**
Responsible for targeting business within territory for industrial uniform sales. Responsibilities include prospecting and cold calling potential customers within territory.
 - Sales Rep of the Month Award:
 - 2005 Months of July, August, September, October, November, December
 - 2006 Months of January, March, April, May

AIRGATE PCS – Saginaw, Michigan
Sprint PCS Affiliate

April, 2002 – December, 2004

- **Sales Training Supervisor & Business to Business Manager**
Training Responsibilities: Responsible for supervising 3 Corporate Sales Trainers as well as facilitating management training for Michigan, Illinois, Iowa and Nebraska. Responsible for observing training skills as related to the integrity of the company's sales process and ensuring management's ability to coach this process. Developed and launched company-wide training program on new technologies being launched by Sprint, PCS.

Management Responsibilities: Responsible for targeting businesses for wireless data sales with a focus on new account development. Responsibilities include prospecting and cold calling and closing. Supervised 3 Outside Sales Reps. Responsibilities included coaching and riding with reps as well as observing and coaching retail sales reps. Extensive coaching on sales process as well as a large focus on qualifying and closing large deals. Subject matter expert on all data products and assisted with all data sales including GPS services and Blackberry.

TELECORP, PCS
SunCom/AT&T Wireless

August, 1994 – March, 2002

- **Retail Area Sales Manager, North Alabama**
Promoted to manage 12 retail locations across north Alabama and responsible for sales quotas at each location. Coached and motivated team to exceed sales quota on a monthly basis.
- **Manager, Corporate Sales**
Promoted to this position to supervise 8 Outside Sales Reps. Critical areas of responsibility included riding with reps, assisting with professional presentations and assisting team with closing major deals.
- **Senior Corporate Sales Trainer**
Facilitated core classes to all new hire employees in the state of Alabama with a strong focus on selling skills. Facilitated classes to Outside Sales Reps as well as Outside Sales Managers on the sales process and coaching that process. Additional responsibilities included riding with reps for feedback purposes on the sales process, scheduling of training classes, training new trainers on core selling classes and additional coaching with Outside Sales Team. Developed a mini-module on qualifying skills and closing skills to facilitate to Outside Sales Team.

EDUCATION

University of Montevallo - Montevallo, Alabama
Bachelor of Science – Major: Merchandising; Minor: General Business



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

ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLEASE PRINT

JUL 18 '17 PM 1:42

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

JMP
 JESSIE M. PATTERSON

APPLICANT'S NAME Old Bay Steamer, Inc SSN# _____

AGE _____ DATE OF BIRTH _____ PLACE OF BIRTH Birmingham

MAILING ADDRESS _____

HOME # _____ WORK # _____

CELL # 251-656-8781 FAX # _____

RESIDENCE ADDRESS _____

NO. YEARS AT PRESENT ADDRESS 1 NO. YEARS AT PREVIOUS ADDRESS 13

PREVIOUS ADDRESS _____

NAME AND ADDRESS OF BUSINESS Old Bay Steamer
14 N. Church St, Fairhope, AL 36532

NAME OF CORPORATION Old Bay Steamer, Inc

BUSINESS LOCATION 14 N. Church St.

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE no

IF SO, WHERE _____ UNDER WHAT NAME _____

HAS APPLICANT EVER BEEN ARRESTED yes IF SO, WHERE Gulf Breeze / Fairhope

WHEN _____ WHAT WAS CHARGE resisting arrest - unpaid traffic ticket

DISPOSITION dismissed + paid

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
<u>Lz Pezner</u>	<u>High 181, Fairhope</u>	
<u>Wade Wellborn</u>	<u>Fairhope</u>	
<u>Michael Reinhart</u>	<u>S. Section St.</u>	

City of Fairhope
Alcoholic Beverage
License Application
Page -2-

PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

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

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

Jesse McPherson
SIGNATURE (FULL NAME)

7-18-17
DATE

NOT APPROVED _____ DATE _____
Chief of Police

NOT APPROVED _____ DATE _____
BY COUNCIL _____
City Clerk

APPROVED Tony H. Pettit DATE 07-24-17
Chief of Police

APPROVED _____ DATE _____
BY COUNCIL _____
City Clerk

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



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

JUL 25 '17 AM 11:21

ALCOHOLIC BEVERAGE LICENSE APPLICATION

ZAN

PLEASE PRINT

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

APPLICANT'S NAME El Camino Taco Shack LLC SSN# _____

AGE _____ DATE OF BIRTH _____ PLACE OF BIRTH Mobile

MAILING ADDRESS 212 one half Fairhope Al 36532

HOME # _____ WORK # _____

CELL # (251) 680-3329 FAX # _____

RESIDENCE ADDRESS _____

NO. YEARS AT PRESENT ADDRESS 7 NO. YEARS AT PREVIOUS ADDRESS 6

PREVIOUS ADDRESS _____

NAME AND ADDRESS OF BUSINESS El Camino Taco Shack
212 one half Fairhope, Al 36532

NAME OF CORPORATION El Camino Taco Shack LLC

BUSINESS LOCATION _____

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE yes

IF SO, WHERE 311 Fairhope Al UNDER WHAT NAME Courtyard 311

HAS APPLICANT EVER BEEN ARRESTED NO IF SO, WHERE _____

WHEN _____ WHAT WAS CHARGE _____

DISPOSITION _____

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
Lisa Austin	54 Echo Ln	
Chris Baker	Wincheskeel	Daphne
Mickey Dagnan	257 Kirkman Ln	...

Fairhope

City of Fairhope
Alcoholic Beverage
License Application
Page -2-

PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

- 011 - PACKAGE STORE LICENSE** – Allows sale of liquor, wine, or beer at Retail, TO GO only. No one under age 21 allowed on premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
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- 060 - WINE ON/OFF PREMISES LICENSE** – Allows sale of Wine Only, on and off consumption.
- 070 - WINE OFF-PREMISES LICENSE** – Allows sale of Wine Only, TO GO, only.
- 100 - WINE WHOLESALER LICENSE**
- 210 - WINE IMPORTER LICENSE**
- 200 - WINE MANUFACTURER LICENSE**
- 240 - NON-PROFIT TAX EXEMPT LICENSE**

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

Alison Katherine Johnson
SIGNATURE (FULL NAME)

7/25/17
DATE

NOT APPROVED _____ DATE _____
Chief of Police

NOT APPROVED
BY COUNCIL _____ DATE _____
City Clerk

APPROVED *Joseph H. Pettit* DATE 03-01-17
Chief of Police

APPROVED
BY COUNCIL _____ DATE _____
City Clerk

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

JUL 25 17 09:11:21
Revised 09/2013



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

ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLEASE PRINT

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

APPLICANT'S NAME Bay House Bistro, LLC SSN# _____

AGE _____ DATE OF BIRTH _____ PLACE OF BIRTH Ft. Lauderdale, Fla.

MAILING ADDRESS _____

HOME # _____ WORK # _____

CELL # 225-221-2662 FAX # _____

RESIDENCE ADDRESS Same as mailing

NO. YEARS AT PRESENT ADDRESS 1 NO. YEARS AT PREVIOUS ADDRESS 3

PREVIOUS ADDRESS _____

NAME AND ADDRESS OF BUSINESS BAY HOUSE BISTRO
151 S Mobile St. Fairhope, AL 36532

NAME OF CORPORATION BAY HOUSE BISTRO, LLC

BUSINESS LOCATION _____

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE NO

IF SO, WHERE _____ UNDER WHAT NAME _____

HAS APPLICANT EVER BEEN ARRESTED NO IF SO, WHERE _____

WHEN _____ WHAT WAS CHARGE _____

DISPOSITION _____

LIST THREE REFERENCES:

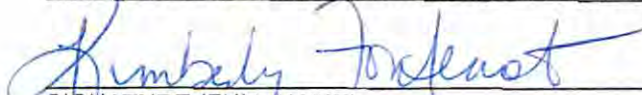
NAME	ADDRESS	PHONE NUMBER
Shirley Porter	171 Fairhope Ave	
Tommy Henry	50 S. Church St. Fairhope	
Bree Burch	142 Easton Circle Fairhope	

City of Fairhope
Alcoholic Beverage
License Application
Page -2-

PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

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

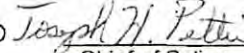
I STATE ALL THE ABOVE TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


SIGNATURE (FULL NAME)

7-25-17
DATE

NOT APPROVED _____ DATE _____
Chief of Police

NOT APPROVED
BY COUNCIL _____ DATE _____
City Clerk

APPROVED  DATE 08-01-17
Chief of Police

APPROVED
BY COUNCIL _____ DATE _____
City Clerk

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



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

AUG 2 '17 PM 3:16

AM

ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLEASE PRINT

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

APPLICANT'S NAME Matthew Wilkins SSN# _____

AGE _____ DATE OF BIRTH _____ PLACE OF BIRTH Metairie, La

MAILING ADDRESS _____

HOME # _____ WORK # 803-637-3106

CELL # _____ FAX # _____

RESIDENCE ADDRESS _____

NO. YEARS AT PRESENT ADDRESS 3 NO. YEARS AT PREVIOUS ADDRESS 4

PREVIOUS ADDRESS 311 Forsyth St Chattanooga, TN 37415

NAME AND ADDRESS OF BUSINESS National Wild Turkey Federation, Inc.
770 Augusta Rd Edgefield, SC 29824

NAME OF CORPORATION National Wild Turkey Federation, Inc.

BUSINESS LOCATION 770 Augusta Rd. Edgefield, SC 29824

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE yes

IF SO, WHERE Fairhope, AL UNDER WHAT NAME National Wild Turkey Federation

HAS APPLICANT EVER BEEN ARRESTED No IF SO, WHERE _____

WHEN _____ WHAT WAS CHARGE _____

DISPOSITION _____

LIST THREE REFERENCES:

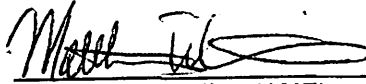
NAME	ADDRESS	PHONE NUMBER
<u>Emily Boyett</u>		<u>251-605-4864</u>
<u>Wes Boyett</u>		<u>251-408-7814</u>
<u>Mark Wilson</u>		<u>251-232-1230</u>

City of Fairhope
Alcoholic Beverage
License Application
Page -2-

PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

- 011 - PACKAGE STORE LICENSE – Allows sale of liquor, wine, or beer at Retail, TO GO only. No one under age 21 allowed on premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
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- 070 - WINE OFF-PREMISES LICENSE – Allows sale of Wine Only, TO GO, only.
- 100 - WINE WHOLESALER LICENSE
- 210 - WINE IMPORTER LICENSE
- 200 - WINE MANUFACTURER LICENSE
- 240 - NON-PROFIT TAX EXEMPT LICENSE

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


SIGNATURE (FULL NAME)

7/30/17
DATE

NOT APPROVED _____ DATE _____
Chief of Police

NOT APPROVED _____ DATE _____
BY COUNCIL _____ City Clerk

APPROVED  DATE 8/8/17
Chief of Police

APPROVED _____ DATE _____
BY COUNCIL _____ City Clerk

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

City of Fairhope

JUL 27 '17 PM 4:22

Approval for Special Event Request

7 | 21 | 17

Date application package completed /submitted to the Rental Facilities Department

City Sponsored Event

Non City Sponsored Event

Event: Fairhope K-6 P.T.C.

Person Requesting: Katja Palumbo

Date of Event: 1-27-18

Location: Henry George Park + city streets

Please attach all supporting documentation.

Approval:

Joseph W. Pettit Date: 07-27-2017
Police Chief/Designee

Estimated security cost for event \$4,110.00 + 21 volunteers

Director of Public Works/Designee Date: _____

Disapproval:

Police Chief Date: _____

Director of Public Works/Designee Date: _____

Route back to rental facilities department for application package finalization

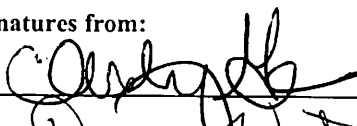
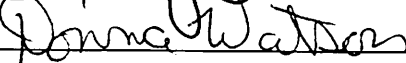
NOTES: Lisa: pending insurance (expected 1st week of Jan. 2018)

Once all signatures are obtained, please forward to the City Clerk's office to be placed on the Council agenda.

CITY OF FAIRHOPE PARK AND/OR STREET USAGE CHECKLIST

ALL INFORMATION AND DOCUMENTATION REGARDING YOUR EVENT MUST BE SUBMITTED TO
THE CITY OF FAIRHOPE AT LEAST 12 WEEKS PRIOR TO YOUR EVENT
ANY DOCUMENTATION THAT IS SUBMITTED LESS THAN 12 WEEKS WILL NOT BE ACCEPTED

- 1. Application, Cancellation Policy, Indemnity/Hold Harmless Agreement completed, signed, and dated.
- 2. A copy of the letter to the City Council if you are making any special requests which include but are not limited to street closing, permission to have alcohol, law enforcement personnel, barricades, and other event details.
- 3. Route/Map of Special Event [Emergency Vehicle (i.e. police, fire, etc.) access must be provided]
Estimated Law Enforcement/Personnel Cost: \$ _____
- 4. NON-PROFIT ORGANIZATIONS: Proof of nonprofit status (IRS letterhead)
- 5. Proof of liability insurance for event naming the City of Fairhope as certificate holder with date of event requested.
- 6. For Street Closings within the Central Business District, signatures from 75% businesses/residences and notification to 100% of the businesses/residences within 300 feet of the location of event. (12 weeks prior to event)
- 7. For Street Closings outside the Central Business District, signatures from adjacent businesses within 300 feet of event (12 weeks prior to event) and notification of all businesses/residents along race route (30 days prior to event).
- 8. For South Park Events, signatures from:

Shuck's Restaurant:		Date: <u>7/12/17</u>
Down by the Bay Cafe:		Date: <u>7/12/17</u>
- 9. Event details (Items, including the ones listed below, must be removed immediately following event and park/street cleaned and restored to original condition. (If not, additional fees will be incurred.)

<input checked="" type="checkbox"/> Law Enforcement Personnel	Provided by: <u>Police - Fairhope</u>
<input checked="" type="checkbox"/> Barricades	Provided by: <u>Police - Fairhope</u>
<input type="checkbox"/> Staging	Provided by: <u>N/A</u>
<input type="checkbox"/> Tents	Provided by: <u>N/A</u>
<input checked="" type="checkbox"/> Port-o-lets	provided by: <u>Arm portables</u>
<input type="checkbox"/> Special transportation needs	provided by: <u>N/A</u>
<input type="checkbox"/> Special electrical needs:	_____

10. AGENDA DATE TO MEET WITH CITY COUNCIL (if required): _____
@ Henry George + intersection of Bayview + Fairhope Ave.

Office use only

_____ Street closing approved _____ Alcohol approved _____ ABC License if selling alcohol _____ Park/Street permit fees paid

APPLICATION FOR USE OF THE CITY OF FAIRHOPE SIDEWALKS AND/OR STREETS

We the undersigned hereby apply for the use of certain sidewalks and/or streets within the City of Fairhope and in connection with said application, furnish the following:

- 1. Which street and/or sidewalk do you wish to use? (see attached map)
- 2. Date Requested: 1/27/18 Hours requested from: 6Am to 10Am
- 3. Renter's Name: Fairhope K-6 PTC
 Address: P.O. Box 1911
 City: Fairhope State: Al Zip: 36533
 Phone Numbers: 251-455-5947
- 4. Purpose of Use: Pirate Dash (5K + 1mi fun run)
- 5. Number of persons expected to attend (adults and minors): 500
- 6. Will there be alcohol on the premises during the event? No If requested, the Fairhope City Council may allow alcoholic beverages. If alcohol is allowed, the user must adhere to all rules of the Alabama Beverage Control Board and its permitting process. All permits required must be submitted to the City of Fairhope Police Chief at least 12 weeks prior to the event.
- 7. Describe any decorations, tents, sound equipment, staging, port-o-lets, etc.: N/A
 Rental Company: N/A
- 8. Will you need electricity? Yes No For: _____
 Will you need water? Yes No For: _____

INDEMNITY AND HOLD HARMLESS AGREEMENT

In consideration of the permission granted to me by the City of Fairhope to use the sidewalks and/or streets, 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 sidewalks and/or streets who are injured or suffer property damage that is in any way caused by my use of the sidewalks and/or streets. 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 sidewalks and/or streets.

CLEANING AND 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. 1576** 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: [Signature] Date: 7-19-17
 City Personnel: [Signature] Fees Paid: \$1,200.00 Date: 7-19-17 Ck. #: 1136

-Office Use Only-

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: 1-27-18 Hours requested: from 6 AM to 10 AM
- 3. Renter's Name: Fairhope K-6 PTC
- 4. Address: P.O. BOX 1911 City: Fairhope State: AL Zip: 36532
- 5. Phone Numbers: Mobile: (251) 459-5515 Work/Alt: _____
- 6. Purpose of Use: Pirate Dash (5K & 1K fun run)
- 7. Number of persons expected to attend (adults and minors): 500
- 8. Describe any decorations, tents, sound equipment, staging, port-o-lets, etc.: port-o-lets, sound equipment
Rental Company: am portals
- 9. Will you need electricity? Yes No For: sound equipment
- Will you need water? Yes No For: _____

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: [Signature] Date: 7-13-18
City Personnel: [Signature] Fees Paid: \$1200.00 Date: 7-12-18 Ck. #: 1136

-Office Use Only-

Application Signed/Dated _____ Permit/Deposit Fees _____ Entered in Calendar _____



June 4, 2017

To whom it may concern within the City of Fairhope,

We, the Fairhope K-6 Parent Teacher Corporation, are requesting permission to close the streets in downtown Fairhope on Saturday, January 27, 2018 from 6:00 am to 10 am. We would like to have a 5K Run and 1 mile Fun Run to raise money for the educational needs of the Fairhope Elementary and Fairhope Intermediate Schools. This will be our 4th annual event; we conducted our first Pirate Dash on Jan. 31, 2015. The 5 k race will begin at 8 am and the one mile fun run will begin at 9am. ~~The race will begin and end at the same location on Magnolia Ave by the bluff.~~

The name of the Run will be The Pirate Dash.

Attached you will find the signatures from any businesses that fall within a 300 yard distance to the route. We have attached a copy of the race route.

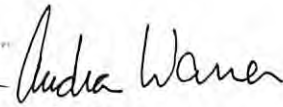
We will need electricity at the starting/ending point of the race on the bluff. We are requesting barricades at major road intersections to protect our runners. We will have three porta potties at the end of the race.

If there is anything else you need from us, please contact Audra Warren at 251-455-5947 or agallaspy@yahoo.com or Katja Palumbo at 251-459-5515 or katjapalumbo@gmail.com.

We look forward to hearing from you and presenting this race to the City Council for final approval.

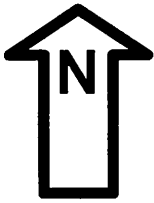
Sincerely,


Katja Palumbo


Audra Warren

K-6 PTC- Pirate Dash Co-Chairs

Pirate Dash 5K Fairhope, AL



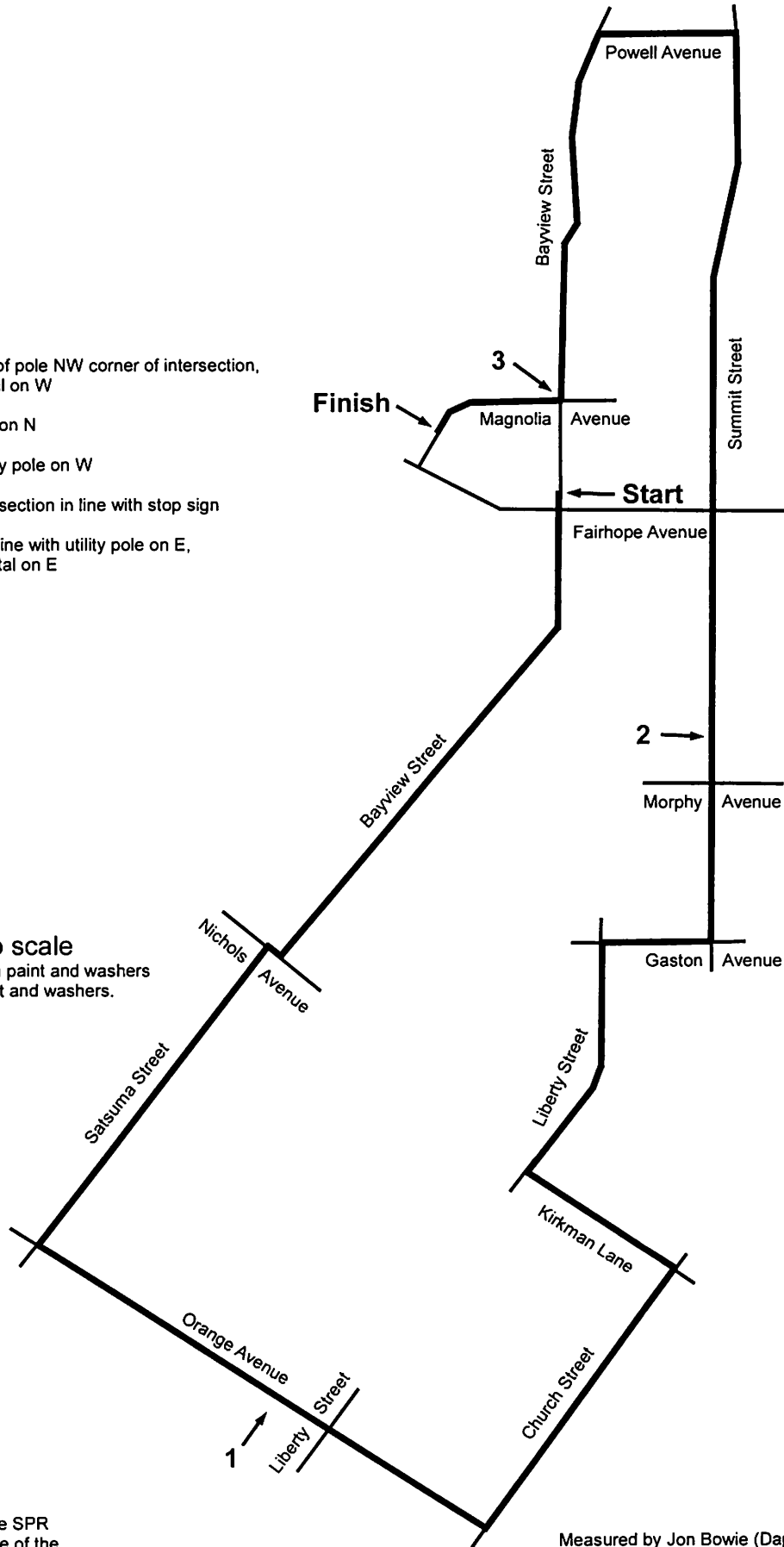
Start: On Bayview St, 74' N of pole NW corner of intersection, 26' S of cable pedestal on W

Mile 1: 32' N of mailbox 163 on N

Mile 2: 42' S of wireless utility pole on W

Mile 3: At NW corner of intersection in line with stop sign

Finish: On Magnolia Ave, in line with utility pole on E, 14' N of cable pedestal on E



Diagrams to scale

Start and Finish marked with paint and washers
Splits: Marked with paint and washers.

Course was measured on the SPR
and the runners have full use of the
road unless otherwise noted.

Measured by Jon Bowie (Daphne, AL 251-209-0887)
jnbowie@gmail.com 01 August 2015

DATE: _____

SIGNATURES of BUSINESSES & RESIDENCES

Date of Street Closing: 1/27/18 Times: 6Am - 10Am

Type of Event: race K-6 PTC fairhope

Street(s) to be closed: outside of cbd towards bay
begins at Bayview & Fairhope Ave; ends at
Henry George Park

- INSIDE CBD: Signatures of approval from 75% of biz/res whose store fronts are directly affected by street to be closed (12 weeks prior) AND Notification to 100% of bus/res within 300 ft. of the event (30 days prior)*
- OUTSIDE CBD: Signatures of 75% of businesses and residences within 300 ft. of street to be closed (12 weeks prior), AND notification to 100% of bus/res along the street to be closed (30 days prior)*

*NOTIFICATIONS MUST BE GIVEN VIA U.S. MAIL, E-MAIL, OR DOOR-TO-DOOR, 4 WEEKS BEFORE TO YOUR EVENT.
 ALL SIGNATURES ARE DUE NO LATER THAN 12 WEEKS PRIOR TO EVENT DATE.

NAME	ADDRESS	PHONE	SIGNATURE
Jonathan Mansmann	210 Fairhope Ave	251 279 0294	<i>[Signature]</i>
Alan Lipscomb	200 Fairhope Ave	928-0282	<i>[Signature]</i>
Jamette Fuller	75 Bayview Ave	251 928 1559	<i>[Signature]</i>
Anna Moore	51 S Bayview Ave	803 413 0822	<i>[Signature]</i>
Lyle Boller	57 S Bayview	540 222 6676	<i>[Signature]</i>
Nancy Wilson Parks	204 N. Summit	251-776-8808	<i>[Signature]</i>
Jay Field	206 N Summit	251-929-1776	<i>[Signature]</i>
J. Senechal	252 N Summit	251-776-8970	<i>[Signature]</i>
K. Small	254 N Summit	251-444-9201	<i>[Signature]</i>
S.J. Delker	306 Summit St	251-928-7342	S.J. Delker
Ann Walker	303 Summit St	251	
Linda Johnson	261 N Summit		

Person(s) responsible for collecting and authenticating above signatures: Name _____
 Phone _____

DATE: _____

NAME	ADDRESS	PHONE	SIGNATURE
Nikki Day	79 Magnolia	294-1237	Nikki Day
Wesley Boyd	107 N. Bayview	990-5985	Wesley Boyd
Misty Hanson	350 N. Summit	990-3171	Misty Hanson
Joyce McDermott	351 W Summit	300-4102	Joyce McDermott
Michael Strang	106 S Bayview	583-280	Michael Strang
Mary	164 Murphy	990-8675	Mary
Carl	7 S. Bayview SE, STE 2	338-1184	Carl
L. Fuller	75 Bayview St	990-1559	L. Fuller
W. Hall	7 S Bayview	990-2264	W. Hall
John & Cathy	116 Fairhope Ave	517-5960	John & Cathy
Kelley Troney	116 Fairhope Ave	232-4074	Kelley Troney
Steve M	" " "	537-7125	Steve M
MARK CALLAHAN	" " "	610-0533	Mark Callahan
Eastern Shore Travel	122 Fairhope Ave	928-7200	Wylene Walto
VIRTY SALON	122 "	990 9890	VIRTY SALON
FFR			
Mary Pisci	122 #3 Fairhope Ave	990-7957	Mary Pisci
Barbara Brantley	65 Summit ^{Fairhope}	251-622-8114	Kat Stensen
Meg Gavin	214 Fairhope, AL	251-990-4412	Meg Gavin
Cindy Florey	218 Fairhope Ave	251-990-4335	Cindy Florey
Bob Brannon	2 B/S Church St	251-990-3800	Bob Brannon
Kelley Rogers	25 S. Church St	251-367-4539	Kelley Rogers
Stacy Sloan	8 S Church St	251-990-9956	Stacy Sloan
Stephanie Green	10 S. Church St.	251-929-4177	S. Green
Maryanne Johnson	14 S. Church St	251-938-1619	Maryanne Johnson
	16 S. Church St.	251-928-2530	

Person(s) responsible for collecting and authenticating above signatures: Name

Phone

Katja Palumbo
(251) 459-5515

DATE: _____

NAME	ADDRESS	PHONE	SIGNATURE
Phillip Hood	200 N Bayview	251-990-9847	<i>[Signature]</i>
Sharon Crowell	250 N Bayview	251-928-2503	<i>[Signature]</i>
Judith Richards	115 North Av	251-533-6980	<i>[Signature]</i>
Cayton Spink	361 W. Summit	210-4401	<i>[Signature]</i>
James DeL	102 S. Bayview	472-3300	<i>[Signature]</i>
Joe Fortin	-	509-6027	<i>[Signature]</i>
Sandy Wisc	18 cliff Dr	583-8968	<i>[Signature]</i>
Paige Wisc	18 cliff Dr	583-1023	<i>[Signature]</i>
Joseph Johnson	104 S. Bayview		<i>[Signature]</i>
Howell Beane	207 S Bayview		<i>[Signature]</i>
Sisak Sawanbu	254 S Bayview	716-627-0993	<i>[Signature]</i>

Person(s) responsible for collecting and authenticating above signatures: Name _____

Phone _____

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
C - 1130
ATLANTA, GA 30301

DEPARTMENT OF THE TREASURY

Date: OCT 28 1992

FAIRHOPE PARENT-TEACHER CORPORATION
PO BOX 452
FAIRHOPE, AL 36533

Employer Identification Number:
63-1073090
Contact Person:
ERIC C. HYLTON
Contact Telephone Number:
(404) 331-0193

Accounting Period Ending:
June 30
Foundation Status Classification:
509(a)(2)
Advance Ruling Period Begins:
July 13, 1992
Advance Ruling Period Ends:
June 30, 1992
Addendum Applies:
Yes

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).


Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in section 509(a)(2).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

Letter 1045(DO/CG)

From: **Katja Palumbo** katjapalumbo@gmail.com 
Subject: Fwd: Special Event Insurance
Date: July 19, 2017 at 8:43 AM
To: Mike Palumbo yourcareerwithmike@gmail.com



Sent from my iPhone

1st wk of January -
insurance.

Begin forwarded message:

From: Lisa Hall <lhall@bene-marc.com>
Date: July 18, 2017 at 2:06:08 PM CDT
To: "katjapalumbo@gmail.com" <katjapalumbo@gmail.com>
Subject: Special Event Insurance

Greetings,

I want to let you know that you will be able to procure insurance for your 2018 special event in late November, once the new policies are issued for the upcoming year.

It appears our prices will remain the same.

Let me know if I can be of further assistance. I look forward to working with you once again for the 2018 year.

Respectfully,



**Lisa Hall,
President**

BENE-MARC, INC.
Sports and Special Event Insurance
6301 Southwest Blvd., Suite 101, Fort Worth, TX 76132
Ph: (800) 247-1734, Fax: (817) 738-1811
lhall@bene-marc.com

****Please note that remitting the requested forms and premium does not constitute binding of coverage. Our office must approve the application and submission before coverage can be considered or bound.***

This document may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, you are on notice that any unauthorized disclosure, copying, distribution or taking of any action in reliance on the contents of this document is prohibited.

Pirate Dash January 2018

PD

Officer	Date	Location	Shift	Hours	Total
FPD OFFICER TBD	November	Downtown	7a.m.-10a.m.	3	\$90.00
FPD OFFICER TBD	November	Downtown	7a.m.-10a.m.	3	\$90.00
FPD OFFICER TBD	November	Downtown	7a.m.-10a.m.	3	\$90.00
FPD OFFICER TBD	November	Downtown	7a.m.-10a.m.	3	\$90.00
FPD OFFICER TBD	November	Downtown	7a.m.-10a.m.	3	\$90.00
FPD OFFICER TBD	November	Downtown	7a.m.-10a.m.	3	\$90.00
FPD OFFICER TBD	November	Downtown	7a.m.-10a.m.	3	\$90.00
FPD OFFICER TBD	November	Downtown	7a.m.-10a.m.	3	\$90.00
FPD OFFICER TBD	November	Downtown	7a.m.-10a.m.	3	\$90.00
FPD OFFICER TBD	November	Downtown	7a.m.-10a.m.	3	\$90.00
BC DEPUTY TBD	November	Downtown	7a.m.-10a.m.	3	\$105.00
BC DEPUTY TBD	November	Downtown	7a.m.-10a.m.	3	\$105.00
TOTAL					\$1,110.00

FPD Officer rate is \$30 per hour. If needed, we will utilize deputies from the County who have a \$35 per hour rate. This estimate is based on the group also providing 21 volunteers with reflective vests.